AMENDEDTWENTIETH REGULAR COMMON COUNCIL MEETING AGENDA

January 16, 2023 at 6:00 PM

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

"Life's most persistent and urgent question is, "What are you doing for others?" - Martin Luther King Jr.

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

Notice of the 20th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, January 16, 2023 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**
   Nineteenth Regular Council Meeting held on January 4, 2023 and the Third Special Council Meeting held on January 9, 2023

4. **Resignation**
   Dana Elmzen from the Mayor's International Committee

5. **Mayoral Appointment**
   Keith Jack to the Senior Service Commission

6. **Confirmation of Mayoral Appointments**
   Adam Westbrook to be appointed as Director of Human Resources and Labor Relations for the City of Sheboygan

7. **Confirmation of Mayoral Appointments**
   David Gladis to the Sustainability Task Force

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

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. 157-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 119-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program; recommends adopting the Resolution.

12. R. C. No. 160-22-23 by Finance and Personnel Committee to whom was referred Res. No. 118-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Memorandum of Understanding with the Sheboygan Professional Police Officers' Supervisory Association; recommends adopting the Resolution.

REPORT OF OFFICERS

13. R. O. No. 93-22-23 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 October 1, 2022 and ending December 31, 2022. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

14. R. O. No. 94-22-23 by Police Chief Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Police Department, for the period commencing October 1, 2022 and ending December 31, 2022. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

15. R. O. No. 96-22-23 by Director of Planning and Development submitting the City of Sheboygan Analysis of Impediments to Fair Housing. REFER TO FINANCE AND PERSONNEL COMMITTEE

16. R. O. No. 95-22-23 by City Clerk submitting an application from City of Sheboygan for a change in zoning classification for property off of N. 15th Street and Martin Avenue (former Jakum Hall Parcel No. 59281718350, 59281712950 and 59281712930) from Class Urban Commercial (UC) to Class Urban Residential (UR-12). REFER TO CITY PLAN COMMISSION

RESOLUTIONS

17. Res. No. 121-22-23 by Alderpersons Felde and Filicky-Peneski authorizing submission of a 2023 Vibrant Spaces Grant application for the revitalization and energizing of the Uptown Parklet in partnership with neighboring businesses. SUSPEND THE RULES AND ADOPT THE RESOLUTION

18. Res. No. 124-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a Memorandum of Understanding with TDS Metrocom, LLC, for the installation of a fiber optic cable network throughout the City. SUSPEND THE RULES AND ADOPT THE RESOLUTION

19. Res. No. 125-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a contract with Stryker Sales, LLC for five chest compression systems and related services and authorizing an adjustment to the 2023 budget. SUSPEND THE RULES AND ADOPT THE RESOLUTION

20. Res. No. 122-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the emergency repair and reconstruction of storm sewer and road for the intersection of N. 14th Street and Erie Avenue, resulting from a broken storm sewer pipe that caused major erosion and authorizing an adjustment to the 2023 budget to fund the repair. SUSPEND THE RULES AND ADOPT THE RESOLUTION

21. Res. No. 126-22-23 by Alderpersons Felde and Filicky-Penesky authorizing the Finance Director/Treasurer to compensate Sara Kleinhans interim pay for her service to the City as payroll administrator from October 29, 2022 to December 24, 2022. SUSPEND THE RULES AND ADOPT THE RESOLUTION.

22. Res. No. 123-22-23 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for the purchase of a towable brush chipper for the Department of Public Works - Motor Vehicle Division. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

23. R. C. No. 158-22-23 by Public Works Committee to whom was referred Res. No. 117-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner, Inc. for the construction of the Broadway Reconstruction project; recommends amending the Resolution to draw funds from two separate accounts. MOTION TO RECIEVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION.

24. R. C. No. 159-22-23 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Gen. Ord. No. 16-22-23 by Alderpersons Mitchell and Filicky-Peneski amending Section 82-33 of the Sheboygan Municipal Code so as to modify the City Table of Organization; recommends adopting the Ordinance.

GENERAL ORDINANCES

25. Gen. Ord. No. 17-22-23 by Alderperson Filicky-Peneski amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification for property located off of N. 15th Street and Martin Avenue – Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930 from Class Neighborhood Preservation to Multi-Family Residential. REFER TO CITY PLAN COMMISSION

26. Gen. Ord. No. 18-22-23 by Alderperson Filicky-Peneski amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of N. 15th Street and Martin Avenue – Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930 from Class Urban Commercial (UC) to Urban Residential (UR-12) Classification. REFER TO CITY PLAN COMMISSION

OTHER MATTERS AUTHORIZED BY LAW

27. Res. No. 127-22-23 by Alderpersons Mitchell and Filicky-Peneski approving and adopting the Amendment to the City of Sheboygan 457 (b) Deferred Compensation Plan for the CARES Act. REFER TO FINANCE AND PERSONNEL COMMITTEE

28. Res. No. 128-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an Adoption Agreement for the extension and offering of additional investment options with Nationwide. REFER TO FINANCE AND PERSONNEL COMMITTEE

ADJOURN MEETING

29. 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

NINETEENTH REGULAR COMMON COUNCIL MEETING MINUTES

Wednesday, January 04, 2023

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 THE MINUTES FROM THE EIGHTEENTH REGULAR COUNCIL MEETING HELD ON DECEMBER 19, 2022
   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

4. **Mayoral Appointments**
   Adam Westbrook to be appointed as Director of Human Resources and Labor Relations for the City of Sheboygan – Lays over.

5. **Mayoral Appointments**
   David Gladis to the Sustainability Task Force – 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, Ramey, Rust, Salazar – 10.

9. R. C. No. 155-22-23 by Finance and Personnel Committee to whom was referred Res. No. 111-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute Application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide; 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, Ramey,

Rust, Salazar - 10.

RESOLUTIONS

10. Res. No. 116-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a Consent to Assignment by and between the City of Sheboygan, Healics Clinics, Inc. and SolidaritUS Health Inc. and also an Amended and Restated Services Agreement with SolidaritUS Health Inc. regarding the provision of an employer health clinic.

    MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

11. Res. No. 118-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Memorandum of Understanding with the Sheboygan Professional Police Officers' Supervisory Association. REFER TO FINANCE AND PERSONNEL COMMITTEE

12. Res. No. 117-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner, Inc. for the construction of the Broadway Reconstruction project. REFER TO PUBLIC WORKS COMMITTEE

13. Res. No. 119-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

14. R. C. No. 156-22-23 by Finance and Personnel Committee to whom was referred Res. No. 110-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City regarding Grievance #22-02 filed by International Association of Firefighters Local 483, and authorizing payment for said services; recommends amending the Resolution to limit spending authorization to $7,000.00.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION
    Motion made by Mitchell, Seconded by Filicky-Peneski.
    Before action was taken,
    City Attorney Chuck Adams spoke about the amendment.
    Alderperson Mitchell withdrew his original motion and made a motion to adopt the Resolution as it was originally submitted.
    Motion made by Mitchell, Seconded by Filicky-Peneski.
    Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

OTHER MATTERS AUTHORIZED BY LAW
None

CLOSED SESSION

15. MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. s. 19.85(1)(e) for deliberating or negotiating the purchase of public properties, to wit: the purchase of property for right-of-way purposes

adjacent to the SouthPointe Enterprise Campus, where competitive or bargaining reasons require a closed session; AND pursuant to Wis. Stat. s. 19.85(1)(f) for consideration of personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in such problems or investigations, AND under the exemption provided in Wis. Stat. s. 19.85(1)(g) for conferring with legal counsel for the City who is expected to render oral advice concerning strategy to be adopted by the City with respect to litigation in which it is likely to become involved.

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

ADJOURN MEETING

16. Motion to Adjourn

MOTION TO ADJOURN IN CLOSED SESSION AT 9:06 PM
Motion made by Ackley, Seconded by Filicky-Peneski
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

CITY OF SHEBOYGAN

THIRD SPECIAL COMMON COUNCIL MEETING MINUTES

Monday, January 09, 2023

OPENING OF MEETING

1. **Roll Call**
   Alderpersons Present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella (remote), Ramey, Rust, and Salazar – 10.

2. **Pledge of Allegiance**

3. **Public Forum**
   Limit of five people having five minutes each with comments limited to items on this agenda.
   Russ Otten, Jon Dolson, Aaron Guenther, Mike Vandersteen, and Tracy Brunette all spoke.

RESOLUTIONS

4. Res. No. 120-22-23 by Alderpersons Felde and Filicky-Peneski terminating Todd Wolf as City Administrator pursuant to Paragraph 12(a) of his Employment Agreement with the City and authorizing the payment of severance pursuant to Paragraph 13 of said Employment Agreement.

   MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION
   Motion made by Felde, Seconded by Filicky-Peneski.
   Before action was taken,
   MOTION TO REWRITE THE RESOLUTION TO REMOVE ALL REFERENCE TO "TERMINATION" AND REPLACE WITH "WRITTEN WARNING"
   Motion made by Heidemann, Seconded by Mitchell.
   City Attorney spoke to the motion.
   Alderperson Heidemann withdrew motion to rewrite the Resolution.
   MOTION TO FILE DOCUMENT
   Motion made by Heidemann, Seconded by Mitchell.
   Mayor ruled the motion not germane. No objections.
   MOTION TO POSTPONE THE VOTE INDEFINITELY
   Motion by Mitchell, Seconded by Heidemann.
   Voting Yea: Heidemann, Mitchell – 2.
   Voting Nay: Ackley, Dekker, Felde, Filicky-Peneski, Perrella, Ramey, Rust, Salazar – 8.
   On motion to adopt the Resolution,
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Perrella, Ramey, Rust, Salazar – 8.
   Voting Nay: Heidemann, Mitchell – 2.

ADJOURN MEETING

4. Motion to Adjourn

   MOTION TO ADJOURN AT 5:56 PM
   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

January 16, 2023

Resignation

Dana Elmzen from the Mayor's International Committee effective January 2, 2023.

City of Sheboygan
spirit on the lake

January 12th 2023

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Keith Jack to be considered for appointment to the Senior Service Commission

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

City of Sheboygan
spirit on the lake

December 29th 2022

HONORABLE MEMBERS OF 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, I hereby recommend that Adam Westbrook be appointed as the Director of Human Resources and Labor Relations for the City of Sheboygan effective January 17th 2023.

Sincerely,

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
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City of Sheboygan
spirit on the lake

Dear Members of the Common Council,

We are pleased to recommend for confirmation Adam Westbrook as the Director of Human Resources and Labor Relations. During this process, Baker Tilly was instrumental in the hiring for this position. With Baker Tilly's assistance, we were able to vet and recruit several candidates, and with their help we were able to identify Adam as the top choice for this position.

Adam previously served as the City Attorney for Neenah. In this position he led contract negotiations for the City, facilitated ADA compliance, provided trainings to staff on supervision, discipline, and DEI. He also assisted with FLMA matters as well.

Currently, Adam is the Executive Director of Human Resource and Legal Affairs for CESA 6. Some of his primary responsibilities include development and training for staff, working with benefit brokers, implemented new hiring and recruitment practices, and improved employee engagement.

Adam is passionate about making our community a better place. We are excited to have him on the team.

Sincerely,

Hiring Group

Ryan Sorenson
Mayor

Chad Pelishek
Director of Planning and Development

Kaitlyn Krueger
Finance Director

Carrie Arenz
Management Analyst

Christopher Domagalski
Chief of Police

David Biebel
Director of Public Works

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City of Sheboygan
spirit on the lake

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

Professional Experience

CESA 6, Oshkosh WI
Executive Director of Human Resources and Legal Affairs, July 2022-Present

City of Neenah, Neenah WI
City Attorney, January 2021-July 2022
Deputy City Attorney, May 2018-January 2021

Milwaukee County District Attorney's Office
Post-conviction/ Charging Attorney, September 2017- May 2018

Education and Professional Membership

University of Wisconsin Eau Claire
Bachelor of Arts in Politic Science, 2014

Marquette University Law School
Juris Doctor, 2017

SHRM Member
NPELRA Member
Bar Membership: American Bar Association, National LGBT Bat Association, Wisconsin Bar, LGBT Bar of Wisconsin

Office of the Mayor

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City of Sheboygan
spirit on the lake

December 29th 2022

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- David Gladis to be considered for appointment to the Sustainability Task Force

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

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VIII

R. C. No. 157 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. January 16, 2023.

Your Committee to whom was referred Res. No. 119-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Res. No. 119 - 22 - 23. By Alderpersons Felde and Ackley. January 4, 2023.

A RESOLUTION authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program.

WHEREAS, the Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination and intelligence sharing targeting gangs, drugs, and firearms for the period January 1, 2023 through December 31, 2023; and

WHEREAS, the City of Sheboygan Police Department has obtained a JAG Program grant in the amount of $24,112 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign all documents necessary for the acceptance, administration, and expenditure of the grant described in this Resolution.

LHPS

Barbara Felde

Betty Ackley

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 160 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
January 16, 2023.

Your Committee to whom was referred Res. No. 118-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Memorandum of Understanding with the Sheboygan Professional Police Officers' Supervisory Association; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Res. No. 118 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
January 4, 2023.

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with the Sheboygan Professional Police Officers' Supervisory Association.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Memorandum of Understanding between the City of Sheboygan and the Sheboygan Professional Police Officers' Supervisory Association, a copy of which is attached hereto and incorporated herein.

FTP

Robert Filicky-Peneski

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

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF SHEBOYGAN AND

THE SHEBOYGAN PROFESSIONAL POLICE OFFICERS' SUPERVISORY ASSOCIATION

The Parties to the 2022-2023 collective bargaining agreement between the City of Sheboygan and Sheboygan Professional Police Supervisory Officers' Association, signed May 2, 2022 and adopted by the Sheboygan Common Council via Res. No. 9-22-23, do hereby agree as follows:

Any association members promoted to the rank of Captain after December 31, 2022, shall no longer be recognized as members of the Association. Per Article II (a) of the current collective bargaining agreement, the ranks of Lieutenant and Sergeant will continue to be recognized as classifications of employees represented by the Association.

Dated at Sheboygan, Wisconsin, this _____day of _____, 20____.

FOR THE CITY:

_____

Mayor Ryan Sorenson

ATTEST:

_____

City Clerk Meredith DeBruin

FOR THE SPPOSA:

_____

President Douglas Teunissen

_____

Vice President Christopher Stephen

II

R. O. No. 93 - 22 - 23. By FIRE CHIEF. January 16, 2023.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2022 and ending December 31, 2022.

2022 Fourth Quarter Benchmarks

	2021 Fourth Quarter	2021 YTD	2022 Fourth Quarter	2022 YTD	2022 Goals
Incident Types					
Fires	21	87	22	92	< 90
Rescue & Emergency Medical Service	1,290	4,833	1,272	5,170	4,900
Non Fires	375	1,379	354	1,558	1,400
TOTAL	1,686	6,299	1,648	6,820	6,300
Station Incident Count Per Station					
Station 1	469	1,809	476	2,003	1,825
Station 2	319	1,239	335	1,229	1,225
Station 3	377	1,459	387	1,677	1,500
Station 4	338	1,163	263	1,171	1,150
Station 5	173	594	142	609	600
Mutual Aid Given	10	35	45	131	
Mutual Aid Received	N/A	N/A	12	54	
Overlapping Calls (Percentage)	N/A	N/A	62%	64%	
Overlapping Calls (Count)	N/A	N/A	1,018	4,380	
Fire Loss					
Number of Incidents	12	54	17	61	
Total Pre Incident Value	$ 1,703,800	$ 95,389,290	$ 126,338,470	$ 163,942,270	
Total Property Loss	$ 163,200	$ 538,550	$ 320,000	$ 887,790	
Total Content Loss	$ 65,800	$ 546,617	$ 114,370	$ 1,115,910	
Total Loss	$ 229,000	$ 1,085,167	$ 434,370	$ 2,003,700	
Average Loss	$ 19,083	$ 20,095.69	$ 25,551	$ 32,848	
Property Saved	$ 1,474,800	$ 94,304,123	$ 125,904,100	$ 161,938,570	
Workload					
Inspections	324	2,267	446	2,742	2,300
School Safety Programs (Students)	3,148	3,148	574	3,122	3,200
Public Events	13	56	18	76	60
Station Tours	4	9	6	16	25
Non-Compliance/ Installed Smoke Alarms	21/17	63/82	17/27	78/94	
Fire Training Hours	1,040	4,981	1,139	6,279	8,000
EMS Training Hours	520.50	2,072	504	1,939	2,100
Investigations	20	84	22	89	
Efficiency					
EMS Average Response Time (360 Seconds)	N/A	N/A	N/A	N/A	
Fire Average Response Time (380 Seconds)*	79%	79%	82%	77%	90%
Effectiveness					
Resident Satisfaction Rating	99%	99%	N/A	N/A	
ISO Rating	2	2	2	2	1

Note: Resident Satisfaction rating was not a metric on the 2022 Baker Tilly Study. Therefore, there is no current data.
*Fire response 380 seconds or less per NFPA standards

CHPS

FIRE CHIEF

R. O. No. 94 - 22 - 23. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
January 16, 2023.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2022 and ending December 31, 2022.

Patrol and Investgations	2020 Actual	Y-T-D 12/31/21	2021 Actual	Y-T-D 12/31/22	2022 Goals
Homicide	2	1	1	0	0
Rape	20	39	39	30	20
Robbery	14	5	5	11	10
Aggravated Assualt	107	112	112	110	100
Burglary	96	82	82	65	100
Theft	689	563	563	597	800
Motor Vehicle Theft	35	34	34	29	30
Arson	10	5	5	10	10
Part 1 Total Crimes	973	841	841	852	900
Percent of Offenses Cleared	56%	47%	47%	60%	70%
Value of Property Stolen	$475,001	$711,334	$711,334	$684,397	$500,000
Value of Property Recovered	$389,071	$321,044	$321,044	$340,673	$200,000
Percent of Stolen Recovered	82%	45%	45%	50%	40%
Accident Investigations	1,340	1,365	1,365	1,418	1,500
Traffic Stops	3,455	4,395	4,395	5,799	No Goal
Traffic Arrests	2,611	3,016	3,016	3,856	No Goal
Other Arrests	2,646	2,810	2,810	3,074	No Goal
Speed Trailer Deployments	8	29	29	12	20
HVEE Deployments	1	65	65	68	12
Parking Tickets Issued	6,098	6,631	6,631	8,366	10,000
Bicycles Recovered	118	190	190	152	150
Involuntary Commitments	101	144	144	138	No Goal
Administration					
District Attorney Request for Digital Evidence	1,216	1,142	1,142	1,078	2,750
Open Records Requests	7,318	6,502	6,502	6,688	4,000
Nixle Messages Sent	97	78	78	92	250
Press Releases	20	18	18	23	50
Tweets	92	111	111	126	350
Facebook Followers*	15,449	16,749	16,749	17,515	17,000
Reported Crime Maps	100	98	98	87	104
Crime Comparison Reports	24	22	22	20	26

*Facebook no longer reports likes which were previously tracked

POLICE CHIEF

II

R. O. No. 96 - 22 - 23. By DIRECTOR OF PLANNING & DEVELOPMENT.
January 16, 2023.

Submitting the City of Sheboygan Analysis of Impediments to Fair Housing.

The attached report, the "City of Sheboygan: Analysis of Impediments to Fair Housing," is required by the U.S. Department of Housing and Urban Development (HUD) from all communities that receive Community Development Block Grant (CDBG) funds. The document serves as the basis for fair housing planning; provides essential information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates; and assists in building public support for fair housing efforts.

To maximize the potential of this report, the Common Council (and the community as a whole) should see it as more than merely a requirement for receiving block grant funding. Rather, it should be used as a meaningful tool and roadmap to assist the community in taking steps to ensure equal access to housing opportunities for all persons in the City. The Common Council should especially take note of the report's recommendations, contained on pages 32-37, and consider what actions it should take to remedy the impediments to fair housing in the report and implement said recommendations.

F+P

Director of Planning & Development

City of Sheboygan
Analysis of Impediments to Fair Housing



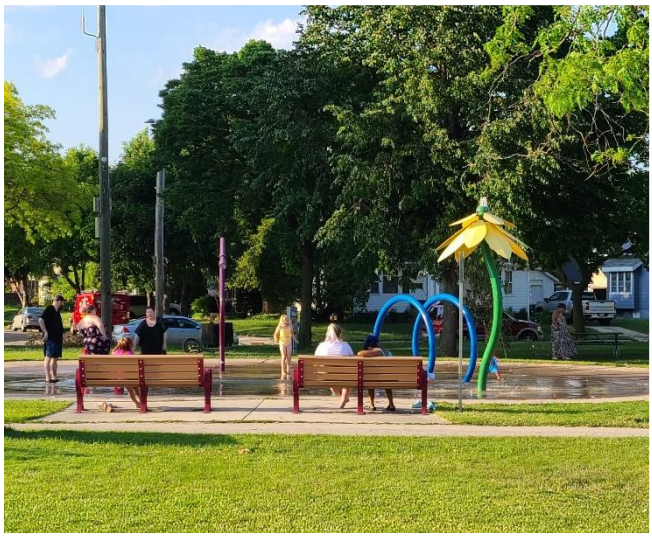






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Executive Summary

The "City of Sheboygan: Analysis of Impediments to Fair Housing 2022" should be used as a meaningful tool and roadmap for the community to take steps to ensure equal access to housing opportunities for all persons in the City of Sheboygan. This study contains an analysis of demographic and economic characteristics in relation to their impact on fair housing; a discussion of fair housing impediments; and a series of recommendations designed to dismantle the impediments identified.

Sheboygan Background Data

An analysis of the demographic and economic characteristics in Sheboygan assists in identifying trends that currently have or will have an impact on Sheboygan's housing market and impediments to fair housing choice. Some of the major findings include:

- Household sizes over the last five years have increased.
- The number of individuals born outside of the United States below 100% of the poverty level went from 6.1% in 2015 to 25.7% in 2020.
- 16.8% of the Sheboygan population speaks a language other than English in the home. Of these individuals, 39.8% speak English less than very well.
- Unemployment rates are higher for African Americans and Latinos that that of whites and Asians. Subsequently, median incomes are lower for African Americans and Latinos that for whites and Asians.
- The proportion of Asians and Latinos without a high school diploma is significantly higher than that of whites and African Americans.
- A majority of Sheboygan's housing is comprised of older housing units.
- Sheboygan's housing supply does not contain many large units (4 bedrooms or more).

Update on Impediments accomplished from the 2017-2022 Plan

In the past five years, the City of Sheboygan has been aggressive in funding agencies that can assist with fair housing impediments as it relates to budget and financial counseling services, post purchase housing counseling, and leveraging community non-profits to provide additional resources to low income homeowners to rehabilitate properties.

The American Rescue Plan allowed HUD to add 70,000 emergency housing vouchers in 2021 nationwide. In 2022 Wisconsin received another 350 vouchers. While more vouchers are still needed to bridge the gap, progress has been made in the last five years.

Using Community Development Block Grant funds, the City has provided a free First Time Homebuyers class. This class taught potential and prospective homebuyers everything they need to know about

purchasing a home. The City also offered a Tenant Training class that taught participants how to become knowledgeable tenants.

The City has recently updated the Fair Housing Guide. This guide is available in Spanish and English at City Hall.

The City has added 358 units of affordable housing. Currently four additional affordable housing structures are in the works to be built in the near future.

The City has been working towards creating more diverse boards. Women and minorities are much more prevalent on City boards than they were in the past couple of years.

The City has created the Neighborhood Revitalization Fund to increase and improve the supply of safe, quality, affordable housing and revitalize central city neighborhoods.

The Sheboygan County Housing Coalition, which is a cross-section of nonprofit, government and community representatives, continues to work collaboratively toward the prevention of homelessness and the creation of lasting housing solutions for homeless and at-risk families and individuals throughout Sheboygan County.

Impediments to Fair Housing Choice

An *impediment* to fair housing choice is defined as any actions, omissions, or decisions that restrict, or have the effect of restricting, the availability of housing choices, based on race, color, religion, sex, disability, familial status, or national origin. Impediments may take the form of a city or other governmental entity's policy, practice or procedure, housing industry practices, or other societal factors that may contribute to impeding a person or family from obtaining housing. The City of Sheboygan's research and interviews with community representatives helped identify the following impediments:

City of Sheboygan Impediments

- Impediment #1: Group Homes of Community Living Arrangements (CLA): Advocates for persons with disabilities in other communities have waged successful legal challenges against municipal ordinances that are similar to Sheboygan's. These challenges asserted that these types of ordinances were too restrictive and were found to have violated the Federal Fair Housing Act.

- Impediment #2: Inadequate Affordable Housing Supply Relative to Resident Income: Currently, 25.84% of Sheboygan households (5,335 households) pay 30% or more of their income for housing costs. Three impediments that contribute to the shortage of larger (4 bedrooms or more) affordable housing are the structural quality of housing available, the lack of financial resources to build/preserve/rehabilitate affordable housing, and a lack of housing choice section 8 rent assistance vouchers.

- Impediment #3: Poor Credit, Lack of Credit History and Lack of Financial Literacy: Poor credit history, whether incurred by personal choices or circumstances beyond a person's control, can hinder a person's access to housing.
- Impediment #4: Transit Commuting Difficult to Some Surrounding Areas: Shoreline Metro provides limited routes to outlying communities which limits transit-dependent residents from living in certain neighboring communities, specifically the Town of Sheboygan. This is an impediment because it limits where these residents choose to live and/or work.

- Impediment #5: Racial/Ethnic Segregation and Linguistic Isolation: Almost all of the minority population in Sheboygan County is located in the City of Sheboygan. Specifically, the Latino and Asian populations are in the east central part of the City. While segregation and minority concentration are not as serious in Sheboygan as they are in larger urban areas like Milwaukee and Detroit, it is important to recognize their existence now, before the long term effects and costs of segregation start to impact Sheboygan as they have in Milwaukee and elsewhere.

  Linguistic isolation exists in over 6% of the Sheboygan population. A population that does not speak English well will have specific housing impediments related to communicating effectively with a rental agent, real estate agent, mortgage lender or insurance agent.

- Impediment #6: Fair Housing Rights Information: No files or other fair housing complaint details were received by the City of Sheboygan in the last five years. The absence of complaints may be due to the public's unfamiliarity with the fair housing laws/ordinance and the weak protections the law offers, how the City of Sheboygan can assist them, as well as the subtle nature of housing discrimination.

Federal and State Impediments

While the City of Sheboygan is not directly involved in these Federal and State impediments, it is essential to address them because they impact the City's ability to "affirmatively further fair housing" as required by HUD. Federal and State impediments identified are:

- Impediment #7: Section 8 Housing Choice Vouchers Availability: Cuts in funding to the Section 8 program impedes local communities' ability to assist their population in finding quality, affordable housing.

- Impediment #8: No Infrastructure between Medicare/Medicaid and Section 8: The lack of infrastructure between Medicare/Medicaid and Section 8 costs the government more money and keeps persons with disabilities segregated and living in institutions instead of being integrated into society.

Private Market Impediments

Private market impediments are obstacles to fair housing in the housing production, mortgage lending and rental and home sales markets. Though Sheboygan is limited in its ability to directly address private market impediments, it can take a leadership role in bringing these issues to the public's attention.

- Impediment #9: Housing Producers: The main impediment to fair housing in housing production is attributed to a lack of programs that provide financial incentives to developers to build accessible housing, affordable housing or larger housing units to accommodate large families.

- Impediment #10: Mortgage Lending: Discrimination in mortgage lending prevents or impedes home seekers from obtaining the financing normally required to purchase a home. The major impediments identified include:
  - *Discrimination in the Lending Market*
  - *Lack of Spanish/Hmong-speaking lenders*
  - *Foreclosures*
  - *Lack of flexible underwriting to accommodate persons with no credit history*

- Impediment #11: Housing Sales and Rental Markets: A major impediment to housing choice is discrimination in the sale and rental of housing. Racial discrimination remains the major form of discrimination in the housing market and there is evidence that despite legislative and enforcement efforts, it has not diminished. In addition, with the burgeoning Hmong and Spanish-speaking populations, it is important to ensure an equal level of service be available to alleviate this impediment to fair housing choice.

Recommendations

The *Recommendations* are the most critical element of the Analyses of Impediments to Fair Housing for local communities to address and remedy the barriers identified.

City of Sheboygan Recommendations

- Recommendation #1: Devote Resources to a Comprehensive Review of Section 15.206 of the City of Sheboygan's Ordinances: Community Living Arrangements (CLA): The City should partner with disability advocacy groups and Independent Living Centers to review and analyze the Community Living Arrangements section of their zoning ordinance.

- Recommendation #2: Facilitate the Production of Affordable and Accessible Housing: The City should do enforce existing laws that ensure accessible housing construction and continue to implement the Housing Rehabilitation program.

- Recommendation #3: Increase Education and Outreach about Fair Housing Issues and Resources: The City of Sheboygan must actively *affirmatively further fair housing* by making sure its residents are informed and educated on their fair housing rights and how to file a claim.

- Recommendation #4: Continue Landlord Training: The City should continue to offer landlord training to landlords to increase knowledge about Fair Housing Law.

- Recommendation #5: Continue to Utilize Appropriate Financing Mechanisms to Produce Accessible Housing and Affordable Housing: Ongoing efforts should continue to utilize available, appropriate financing mechanisms, such as Tax Incremental Financing (TIF) to increase the production of affordable housing units and accessible housing units for persons with disabilities.

Federal and State Recommendations

- Recommendation #6: Advocate for Changes in State and Federal Programs to Expand Affordable Housing Options: The City should advocate for the following: additional Section 8 Housing Choice Vouchers; affordable housing production resources; and for the creation of a smoother infrastructure between Medicare/Medicaid and Section 8.

Private Market Recommendations

- Recommendation #7: Advocate for Open and Inclusive Real Estate and Rental Markets: The City of Sheboygan should advocate for more open and inclusive home rental and sales markets by working with the housing industry and appropriate State departments.

- Recommendation #8: Improve Access of Minority and Low-Income Applicants to Home Mortgages: The City should help minority and low-income loan seekers to obtain greater access to home mortgages.

Introduction

Overview

The following report, the "City of Sheboygan: Analysis of Impediments to Fair Housing" is required by the U.S. Department of Housing and Urban Development (HUD) from all communities that receive Community Development Block Grant (CDBG) funds.[1] The AI serves as the basis for fair housing

[1] Under the Housing and Community Development Act of 1975, all recipients of Federal Community Development Block Grant (CDBG) funds, used for various housing and community development activities which primarily benefit low and moderate income persons, are required to certify that they will comply with Title VIII of the Civil Rights Act (also known as the Federal Fair Housing Law). HUD must ensure that all programs and activities relating to housing and community development are administered in a manner "affirmatively to further the purpose of Title VIII."In 2012 the City of Sheboygan received $793,502 in CDBG funds from HUD, down from $981,553 in 2011.

planning, provides essential information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates, and assists in building public support for fair housing efforts. To maximize the potential of this report, the community must view it as more than just a requirement for receiving block grant funding. It should be used as a meaningful tool and roadmap in order for the community to take steps to ensure equal access to housing opportunities for all persons in the City.

Scope of Study

The City of Sheboygan: Analysis of Impediments to Fair Housing was conducted by the City of Sheboygan, Department of City Development. The report contains several components. First, the study provides an analysis of demographic and economic characteristics in relation to their impact on fair housing. Next is a discussion of impediments within the City of Sheboygan's policies, procedures and practices; within other governmental level policies; and within the private markets such as: mortgage lending, homeowners' insurance, real estate sales and the rental market. These impediments were identified as a result of extensive research and interviews with community representatives. The report concludes with a series of recommendations designed to dismantle those impediments identified in the previous section.

Fair Housing

Fair housing is a civil right that guarantees equal housing opportunities for all persons regardless of race, color, religion, sex, disability, familial status, national origin, (federal and state) source of income, age, marital status and sexual orientation (state only).[2] These categories, which are covered under these laws, are known as "protected classes." An *impediment* to fair housing is anything that may hinder or prevent a person from having equal access to housing because of their membership in one of the previously mentioned protected classes. Impediments may take the form of a city or other governmental entity's policy, practice or procedure, housing industry practices, or other societal factors that may contribute to impeding a person from obtaining housing.

Sheboygan Background Data

Overview

A combination of discrimination, geographic preferences, demographic shifts, changes in the number and structure of households and the economy, among other things account for the City of Sheboygan's current housing conditions. U.S. Census Bureau maps are used in this report to map socioeconomic and housing market conditions and to assist in highlighting patterns that may otherwise go unnoticed. The

[2] In Accordance with 24 CFR 570.904 fair housing choice is defined as the "ability of persons regardless of race, color, religion, sex, handicap, familial status or national origin, of similar income levels to have available to them the same housing choices." Impediments to fair housing are defined as, "any actions, omissions, or decisions, which restrict housing choice because of race, color, religion, sex, national origin, familial status or handicap."

City of Sheboygan's demographic, economic and social characteristics will be discussed in this section and connections will be made to characteristics that are related to impediments in the housing market.

Sheboygan Metropolitan Area

In order to evaluate the demographic and economic characteristics of the City of Sheboygan, the entire Sheboygan Metropolitan area must be analyzed to provide a larger base and to serve as a comparison to the City. The City of Sheboygan is part of the larger Sheboygan Metropolitan Statistical Area (Figure 1), as defined by the U.S. Census Bureau. The Sheboygan Metropolitan Statistical Area (MSA) and Sheboygan County share the same boundaries. The maps below illustrate the geographic areas analyzed in order to review socioeconomic housing patterns.

Figure 1: Metropolitan Sheboygan[3]

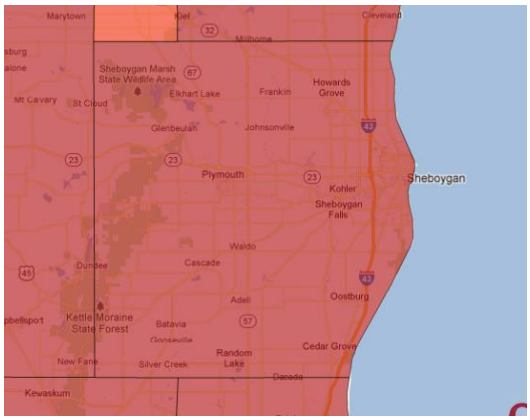
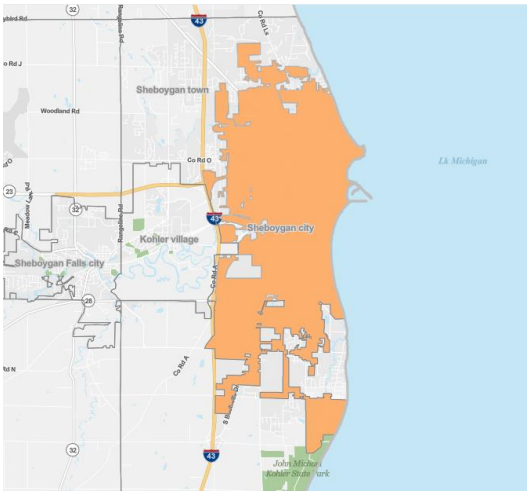


Figure 2: City of Sheboygan[4]



[3] Source: http://2010.census.gov/2010census/popmap/

[4] Source: data.census.gov

Sheboygan Population Distribution

In 2020, the City of Sheboygan's population was 48,153, a decrease of 2.3% from 2010. The surrounding county saw a smaller decrease during this time period of only .3%. During this period of slight decrease, whites in the City experienced a decline in population while most minority groups saw an increase in population. The implication is that while people of color were moving into the City of Sheboygan, whites were leaving.

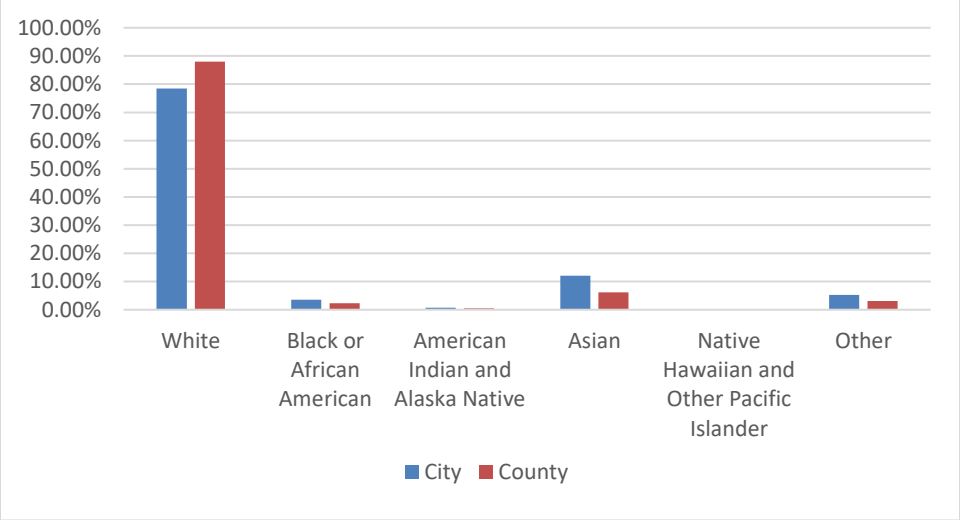
Table 1: Metropolitan Sheboygan Population Distribution[5]

	2010		2015		2020	
Geography	**Population**	**Percent**	**Population**	**Percent**	**Population**	**Percent**
Sheboygan County	**115,507**	**57%**	**115,226**	**58%**	**115,152**	**58%**
City of Sheboygan	**49,288**	**43%**	**48,853**	**42%**	**48,153**	**42%**

Racial Composition

There is evidence of a racial segregation component to the housing patterns in the City of Sheboygan. In 2020, 70% (13,837 persons) of the Sheboygan metropolitan minority population resided in the City. As pointed out above, the white population actually decreased by 9.7% from 2010 to 2020 in the City of Sheboygan while whites accounted for a majority of the growth for the outlying communities in Sheboygan County during that same period. Figure 3 depicts the racial housing pattern in Sheboygan County.

Figure 3: Metropolitan Sheboygan Racial Composition[6]



[5] Source: data.census.gov
[6] Source: data.census.gov

The Black population experienced the most pronounced percentage increase in population between 2000 and 2020. Between 2000 and 2010 the Black population grew by 102% (449persons) and between 2010 and 2020 the Black population grew by 84% (747 persons). The Hispanic population had a large increase between 2000 and 2020 of 105% (3,195 persons); between 2000 and 2010 the Hispanic population increased by 60% (1,832 persons) and then by 28% (1,363 persons) between 2010 and 2020. The Asian population experienced an increase in population of 35% (1,149 persons) between 2000 and 2010 and grew by another 24% (1,080 persons) between 2010 and 2020.

Despite the rapid growth of the minority populations and the decline in the white population during the 2000's and 2010's, whites still make up the vast majority of the population within the City of Sheboygan. Table 2 summarizes the population growth characteristics experienced in the City of Sheboygan between 2000 and 2020.

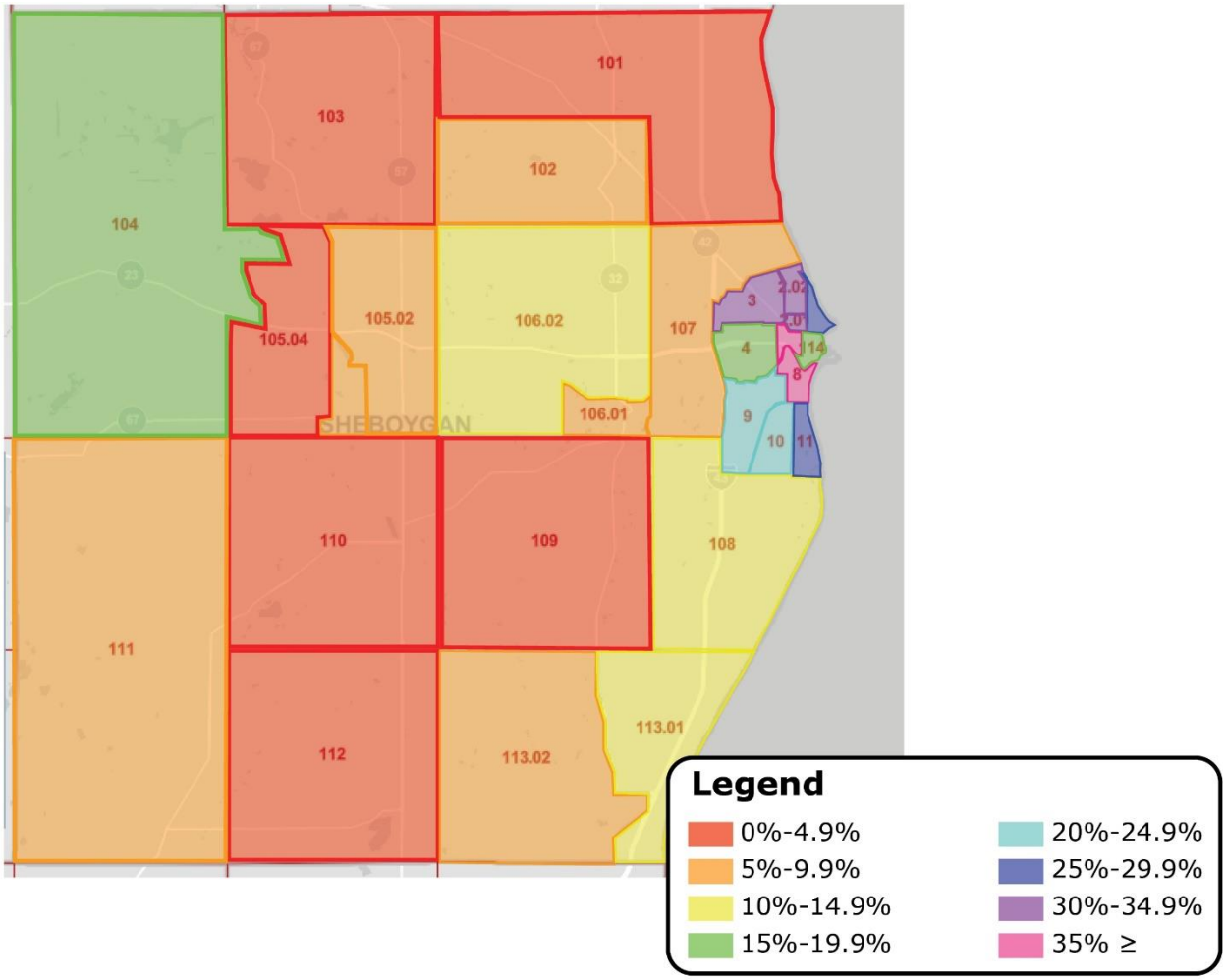
Table 2: City of Sheboygan Population by Race[7]

	2000		2010		2020	
	Population	Percent	Population	Percent	Population	Percent
Not Hispanic or Latino	47,758	94.03%	44,422	9.87%	43,700	87.52%
Hispanic/Latino	3,034	5.97%	4,866	90.13%	6,229	12.48%
Asian	3,290	6.48%	4,439	9.01%	5,519	11.05%
Black	436	0.86%	885	1.80%	1,632	3.27%
White	44,507	87.63%	40,685	82.55%	36,092	72.29%
Indian/Alaskan Native	242	0.48%	242	0.49%	317	0.63%
Hawaiian	18	0.04%	12	0.02%	16	0.03%
Other	1,447	2.85%	1,770	3.59%	2,408	4.82%
2 or more races	852	1.68%	1,255	2.55%	3,945	7.90%
Total	50,792	100.00%	49,288	100.00%	49,929	100.00%

Map 1 illustrates where all non-whites in Sheboygan County live. An overwhelming majority of people of color, also indicated in Figure 3, reside in the City of Sheboygan.

[7] Source: data.census.gov

Map 1: Minority Residents in Sheboygan County (MSA)[8]



Household Profiles

Throughout much of the U.S., an increase in households is occurring at a rate that exceeds population growth. This is due to the growing number of single person and single parent households, longer life expectancies, the rate of divorce, etc. A by-product of this trend is smaller household size. The City of Sheboygan has seen the number of households decrease by .4% between 2010 and 2020; this may be an effect of the decrease in population or result of the current economic condition. Also reverse of this trend is the increase seen in 6-person households. Between 2010 and 2020, the City saw a 27.63% (126 households) increase in 6-person households. The most significant change that the City saw was an increase in the number of 1 person households of 8.76% (594 households).

[8] Source: data.census.gov

Table 3: City of Sheboygan Household Size[9]

Household Size	2010		2020	
	Number	**Percent**	**Number**	**Percent**
1 Person	6,778	33.4%	7,372	36.6%
2 Person	6,634	32.7%	6,459	31.9%
3 Person	2,780	13.7%	2,642	13.1%
4 Person	2,260	11.1%	1,865	9.2%
5 Person	1,011	5.0%	942	4.5%
6 Person	456	2.2%	582	2.9%
7 Person	389	1.9%	365	1.8%
Total	20,308	100.0%	20,227	100.0%
Average Household Size	2.4		2.5	

City of Sheboygan residents have experienced changes in marital status between 2010 and 2020, as illustrated in Table 4. For example, persons falling within the "never married" category of marital status have increased by almost 5%, or 594 persons, while "married" persons have declined by 5.83% or 1,118 persons. This may be due in part to persons waiting until they're older to get married. "Divorced" persons increased to 5,198 in 2020, an increase of 22.05%. Both the increase in divorced persons and an increase in persons not married are related to smaller overall household sizes.

Table 4: City of Sheboygan Marital Status[10]

Marital Status	Never Married	Married	Divorced	Widowed
2010	11,918	19,185	4,259	3,048
2020	12,512	18,067	5,198	2,328
Change	594	-1,118	939	-720
% Change	4.98%	-5.83%	22.05%	-23.62%

Housing Characteristics

The City of Sheboygan experienced a housing unit decrease of 2.3% from 2010 to 2020, or 520 housing units. Vacant housing units have decreased along with the housing unit decrease, with a decrease of 439 vacant units. This decrease in housing units may be due to the age of the housing stock in the City and the need to demolish older homes and they fall into disrepair. Owner-occupied housing accounted for 58.79% of occupied housing units in the City of Sheboygan, as opposed to the 41.21% who are renter-occupied.

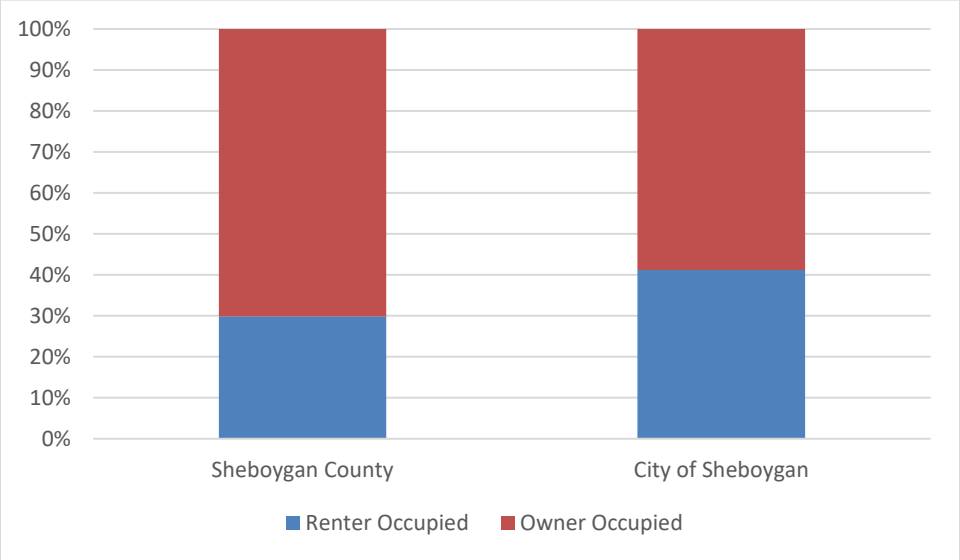
[9] Source: data.census.gov
[10] Source: data.census.gov

Table 5: City of Sheboygan Homeownership Status[11]

Household Size	2010		2015 (Estimate)		2020	
	Number	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Total Housing Units	22,339		21,994		21,819	
Occupied	20,308	90.9%	20,183	91.8%	20,227	92.7%
Owner	12,430	61.2%	12,218	60.5%	11,892	58.79%
Renter	7,878	38.8%	7,965	39.5%	8,335	41.21%
Vacant	2,031	9.1%	1,811	8.2%	1,592	7.3%

As mentioned, Sheboygan's housing stock is primarily owner-occupied; however, this number has been steadily declining. Sheboygan County's owner occupancy is higher, at 70.27%, than the City's at 58.79%.

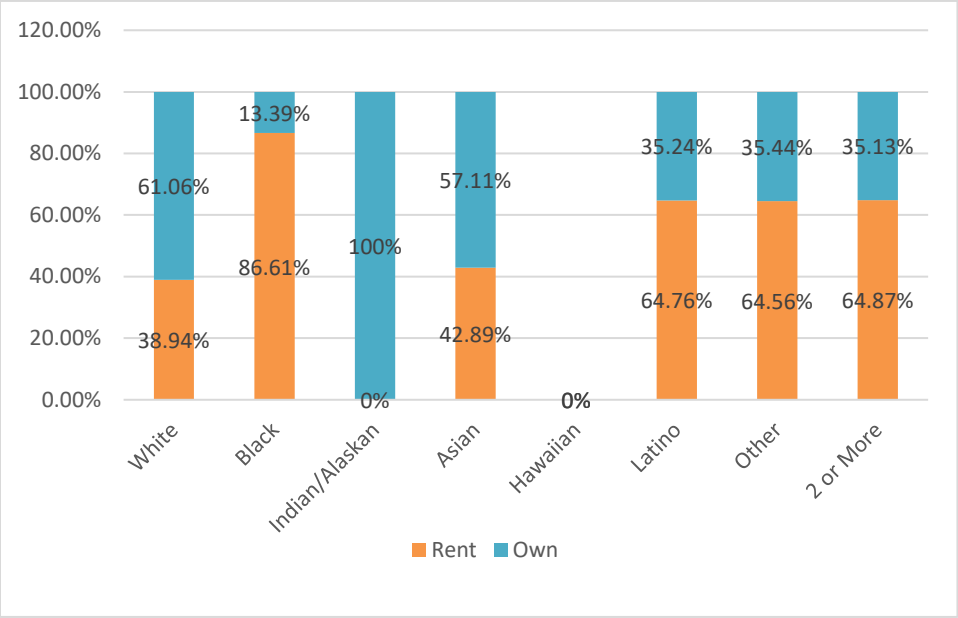
Figure 4: Metro Sheboygan Homeownership Status[12]



There are vast disparities in homeownership rates by race in the City of Sheboygan. For instance, more than 4.5 times as many whites own their own homes compared to blacks, whites are almost twice as likely to own their homes than Latinos, and about 7% more whites own their homes than Asians. As home equity is often the foundation for educational, employment and business opportunities, these disparities disadvantage minorities. While incomes by race and ethnicity are generally lower, it is disconcerting that access to financing for non-whites and Hispanics for homeownership may be an impediment. Impediments to homeownership are impediments to fair housing.

[11] Source: data.census.gov
[12] Source: data.census.gov

Figure 5: City of Sheboygan Homeownership Status by Race[13]

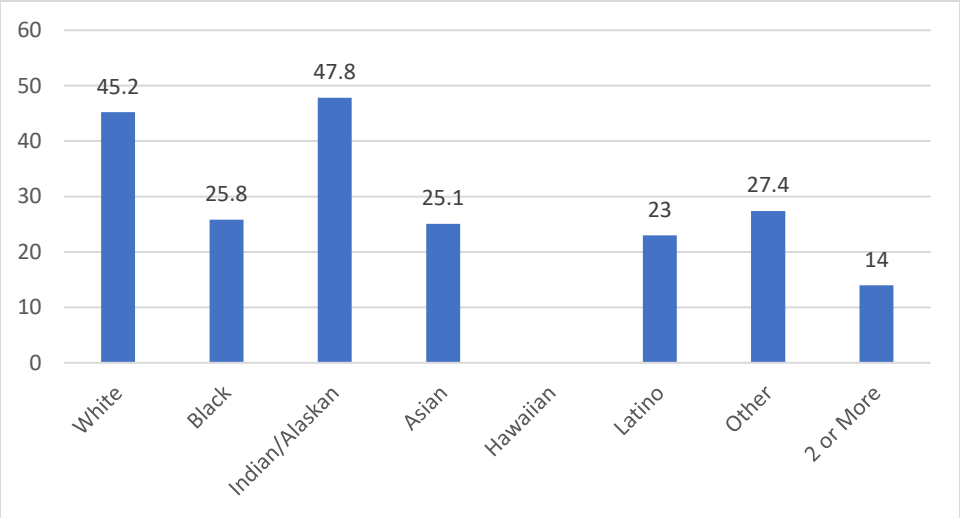


Age Distribution

The median age for the City of Sheboygan is 36.8, which is a year less than the United States median age and almost two years less than the State of Wisconsin median age of 38.6, and a significant 4.5 years less than the Sheboygan County median age of 41.3. Median age by race and ethnicity varies significantly in Sheboygan, as shown in Figure 7. For instance, Latinos have a median age that is almost 50% below that of whites, while blacks have a median age that is roughly 43% less than whites and Latinos have a median age that is 44% less than whites. The significantly younger median age of minority households presents many implications for future and current housing needs. Currently, larger units are needed to accommodate larger families with children. As the children of these families become adults – they will likely create demand for affordable housing and larger housing units (currently housing characteristics more prevalent in minority communities).

[13] Source: data.census.gov

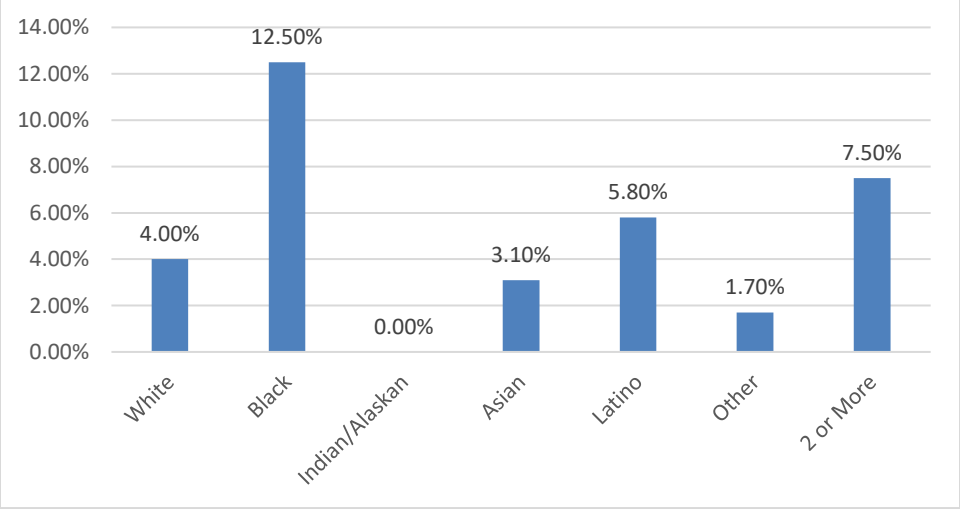
Figure 6: City of Sheboygan Median Age by Race[14]



Employment and Income

The City of Sheboygan's unemployment rate in 2020 was 4.2%, which compares to 5.4% for the United States and 4.7% for the State of Wisconsin. However, the unemployment rate for blacks in the City of Sheboygan is over 200% higher than for whites, for Latinos it is roughly 45% higher, and for individuals of 2 or more races is 87.5% higher.

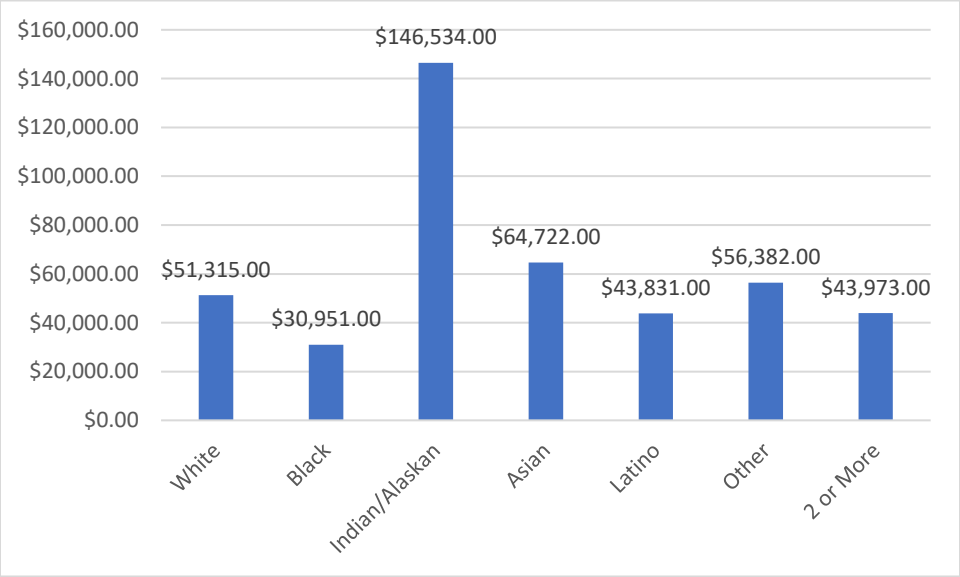
Figure 7: Unemployment by Race[15]



[14] Source: data.census.gov
[15] Source: data.census.gov

Furthermore, on average – blacks earn $20,364 less per year than whites, which works out to roughly $1,697 per month. Latinos earn $7,484 less per year than whites, or $623 per month. Individuals of 2 or more races earn $7,342 less per year than whites, or $612 per month. Given the relatively higher unemployment rates and lower incomes of African Americans, Latinos, and individuals of 2 or more races in Sheboygan, the need for affordable housing for these populations is more evident.

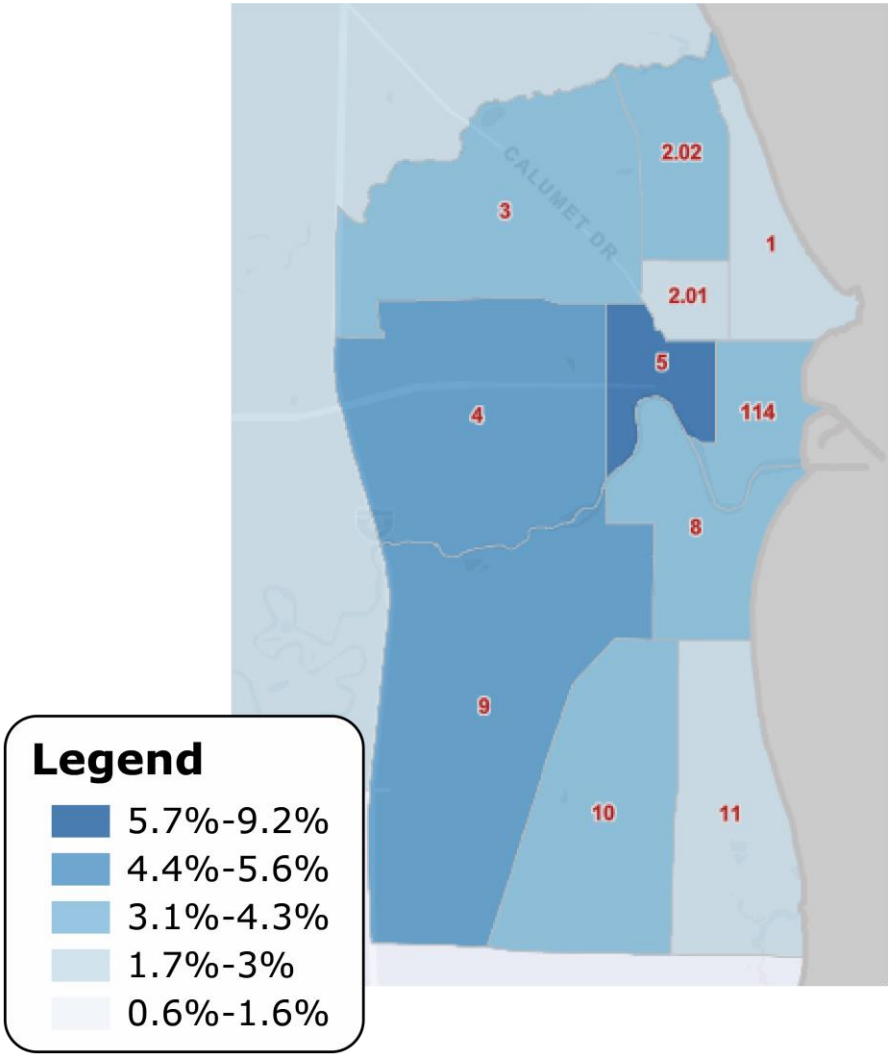
Figure 8: Median Household Income by Race[16]



[16] Source: data.census.gov

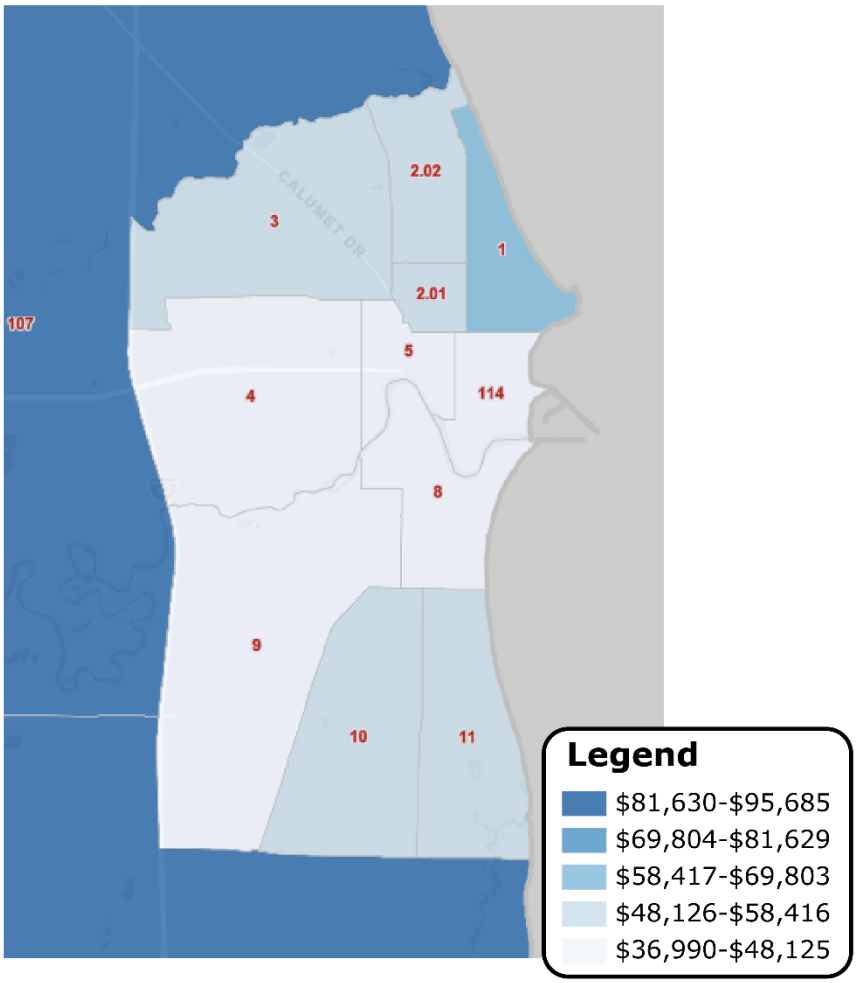
Map 2 illustrates the percent of persons unemployed in each census tract in the City of Sheboygan. The highest unemployment rates are in census tracts toward the middle of the City.

Map 2: City of Sheboygan's Unemployed Population[17]



[17] Source: data.census.gov

Map 3: City of Sheboygan's Median Household Income[18]

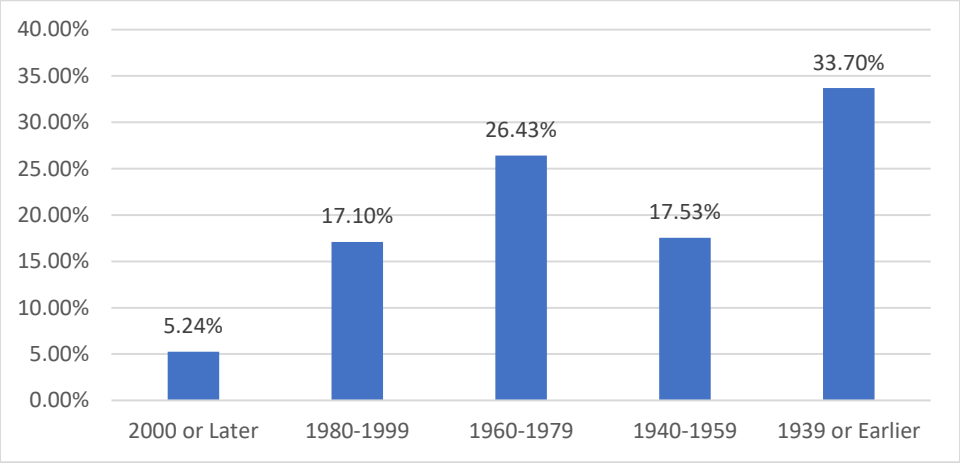


Map 3 illustrates the median household income for each census tract in the City of Sheboygan. The overall Median Household Income for the City of Sheboygan in $52,088. While the representation of the lowest median income, shown on this map, does not correspond exactly to the areas of highest unemployment, shown on Map 2, both of these issues exist (as do many of the impediments relating to fair housing) in the middle of the City. Poverty restricts housing choice. Families and children living in poverty may hesitate to assert their housing rights for fear of retaliation by the landlord. With vacancy rates so low and the supply of affordable housing scarce, poor households are often caught in a vicious cycle of lacking the financial means to move and feeling that they have no choice but to remain in unsafe housing.

[18] Source: data.census.gov

Housing Supply

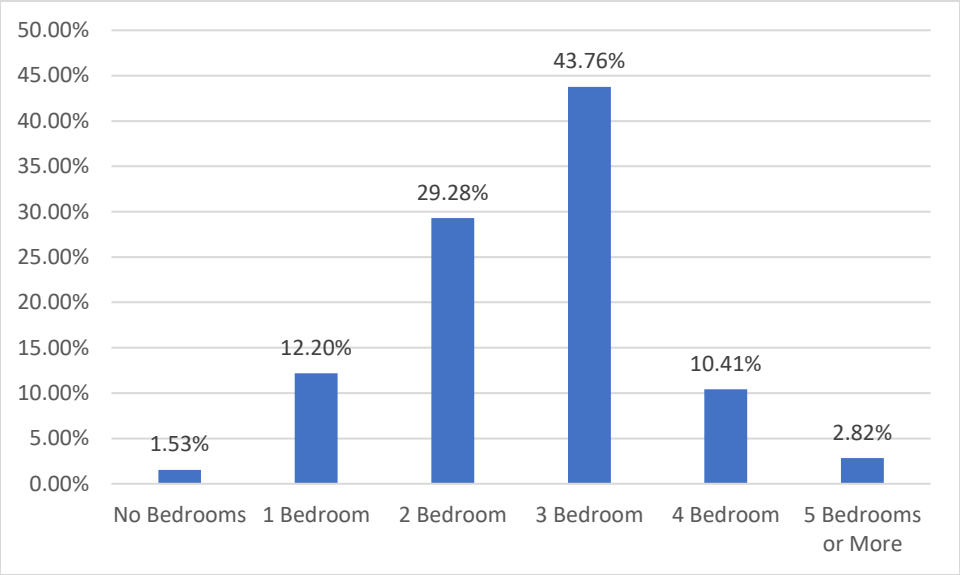
Figure 9: City of Sheboygan Year Housing Units Built[19]



The vast majority of the City of Sheboygan's housing was constructed before 1939. The median year that all structures were built in the City is 1959, which compares with Wisconsin's median of 1975 and the United States' median of 1980. In general, older housing stock is likely to be less expensive because it is more likely to be in disrepair or have greater maintenance needs, but it is also more likely to be inaccessible to persons with disabilities. In addition, an old housing stock raises concerns about the need to address lead-based paint hazards. Because old houses are more likely to have lead hazards and because lower income households are more likely to live in older housing, there is a high concern about lead based paint hazards, especially in young children. While it is required for landlords to disclose the possibility of lead-based paint hazards to tenants, not all landlords are compliant. Poor households may be constrained in their ability to find and afford rental housing that does not have lead hazards.

[19] Source: data.census.gov

Figure 10: City Sheboygan Number of Bedrooms per Unit[20]



The City of Sheboygan's housing is primarily composed of two and three bedroom units, which make up about 73% of the total housing units. The prevalence of two and three bedroom units is relevant given the current and potential need for larger housing units addressing the needs of many of the larger Latino and Asian families.

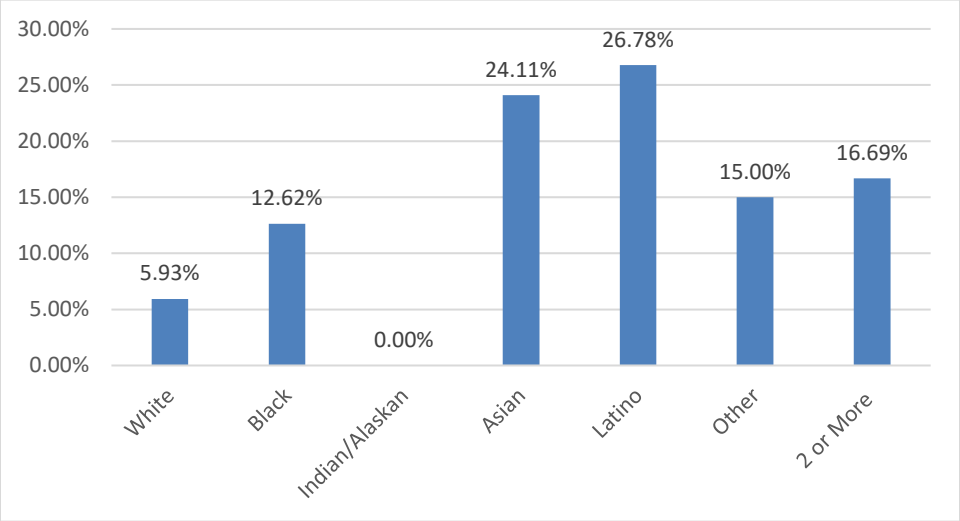
Education

Twenty two percent of the City of Sheboygan's population age 25 and older have a bachelor's degree or beyond, which compares to 33% of the United States population and 31% of the State of Wisconsin's. Vast disparities in educational attainment manifest when analyzed by race and ethnicity. For instance, whites are about four times as likely to graduate from high school than Latinos and Asians.
The large disparity between whites, Asians and Latinos are due in part to families immigrating to Sheboygan from other countries. For instance, Hmong adults coming from a refugee camp in Thailand are unlikely to have received high school education equivalency. Perhaps over time, the longer immigrant families are here, the more likely the next generation of these families will get a high school diploma and the educational rates will positively change.

Disparities in education are important to fair housing for several reasons. First, persons with less education on the average will have lower incomes than those with more education. This has an effect on how much housing one can afford and the choices available. Also, persons with less education will likely have less access to educational or financial resources that assist people in purchasing a home or obtaining a loan.

[20] Source: data.census.gov

Figure 11: Education by Race
(No Highschool Diploma Received)[21]



Assessment of Current Fair Housing

Fair Housing Programs and Activities

1. CDBG Programs
   The City of Sheboygan, Department of City Development currently provides funding to income eligible homeowners through a HUD program. The Housing Rehabilitation Loan Program provides renovation funding to income-eligible homes either on a deferred basis or a 0-4% payback loan. This program provides funding to better affordable housing in our low-to-moderate income neighborhoods. This fund may also be used to address accessibility issues for disabled populations.

2. Developer Incentives
   To give developers more incentive to develop affordable housing within the City, the City utilizes TIF 1-year extension which allows a TID to be open for an additional year and funds to be used for affordable housing.

3. Homebuyer Assistance
   Partners for Community Development assists eligible applicants with financial assistance to cover the upfront costs of acquiring a single-family home under this program to income eligible applicants. Financial assistance through this program is provided as a 0% interest, deferred loan with no required monthly payments.

[21] Source: data.census.gov

4. Rebuilding Together
   The Rebuilding Together organization's mission is to preserve and revitalize houses and communities, assuring that low-income homeowners, particularly those who are elderly and disabled and families with children, live in warmth, safety, and independence. The goal is to make a sustainable impact in partnership with communities.

5. Lakeshore CAP
   Lakeshore CAP provides home buying and rental assistance programs for Sheboygan's LMI residents. The Home Buyer and Financial Assistance program is designed to educate and assist income-eligible households with mortgages for the purchase of a home. The Supportive Housing/Rental Assistance program provides resources and assists eligible households who are experiencing homelessness or are at risk of becoming homeless to maintain housing, and work towards self-sufficiency.

6. Habitat for Humanity
   Habitat for Humanity's mission is to bring people together to build homes, communities and hope. Habitat for Humanity Lakeside, the local chapter has continued its Home Repair Program (formerly known as A Brush with Kindness) to assist homeowners with making repairs to their properties.

7. Love, Inc.
   Love Inc.'s Gap Ministry helps fill unmet needs in community services and products. Their home repair program provides services necessary to make improvements to the home.

8. Sheboygan County Economic Development Corporation Forward Fund
   Sheboygan County Economic Development Corporation (SCEDC) has created The Forward Fund, a community partnership to help move Sheboygan County forward. They have raised funding to create a new community housing development program to support the construction of new housing units. The SCEDC will lead in developing approximately 600 housing units over the next three to five years throughout Sheboygan County to bring entry-level housing to the market.

9. Family Services Association
   Family Services Association is dedicated to helping individuals and families maintain and achieve financial stability and improve their quality of life. This is accomplished by providing education, counseling, advocacy, and financial management programs. The Consumer Credit Counseling Service program provides financial education/counseling to groups or individuals as it relates to budgeting, student loans, housing, bankruptcy, ID Theft, and Debt Repayment Plans. This program also has a Rent Smart course that helps renters to understand their rights as tenants, overcome challenges in finding and securing rental housing, and develop a positive relationship with their landlord.

Sheboygan Fair Housing Ordinance

Municipal Code of the City of Sheboygan, Chapter 46 – Fair Housing (see Appendix A).

> Declaration of Policy
> It is declared to be the policy of the city, pursuant to the United States Constitution and state constitution, Wis. Stats. §§ 66.1011 and 106.50, and also its power to protect the public health, safety and general welfare that all persons are entitled to fair and equal access to housing and to be free of all forms of discrimination, regardless of their actual or perceived sex, gender identity, race, color, religion, age, ancestry, marital status, family status, veteran status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, national origin, disability, or sexual orientation. To that end the city enacts this chapter, which prohibits any person, not exempted in this chapter, from discriminating against any other person by impairing to any degree access to any housing or housing accommodations on the basis of their actual or perceived sex, gender identity, race, color, religion, age, ancestry, marital status, family status, veteran status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, national origin, disability, or sexual orientation and creates a board with the power and duty to enforce equal opportunity in housing for all citizens of the city.

City of Sheboygan Comprehensive Plan

On December 5, 2011, the City of Sheboygan adopted its Comprehensive Plan. Chapter Four of this plan describes the City's goals for Housing and Neighborhood Development. The plan states the following:

> "Facilitate the provision of quality, safe, and appealing housing at a variety of price points and for all stages of life. Support the development and maintenance of strong neighborhoods."

The City also states that it will strive to adapt to changing demographics, living preferences, family sizes and economic conditions to continue meeting the needs of existing and potential new residents.

Fair Housing Legal Status

No files or other fair housing complaint details were received by the City of Sheboygan in the last five years. Neither the City Attorney's office nor the Department of City Development maintained records of complaints filed under the City's fair housing ordinance. In addition, neither entity had records of fair housing actions initiated against the City, a company or corporation within the City.

Fair Housing Commission

On April 12, 2006, the Fair Housing Commission made a motion to hold two agenda items until further information is provided. Each motion carried (see Appendix B). The Fair Housing Commission has not met since the April 12, 2006 meeting.

Gen. Ord. No. 63-09-10 adopted April 19, 2010 states that the Fair Housing Commission and the Board of Housing Appeals were merged into a new Board of Housing Appeals and Fair Housing Practices. The Board of Housing Appeals and Fair Housing met six times between 2016 and 2017 and last me April 4, 2017.

R. C. No. 375-16-17 adopted on April 5, 2017 eliminated and re-established various committees and amended the composition of other. According to chapter 46 of the City of Sheboygan's municipal code, the City Plan Commission has authority to receive, initiate and investigate complaints alleging any discrimination or discriminatory practice.

Affordable Housing Market Study

In 2021, an Affordable Housing Market Study was completed for the City of Sheboygan. As part of this study a variety of methods and data was gathered and used to understand the housing market. This study also incorporated a series of interviews with people familiar with the housing market- the housing experts, and a community survey of area residents. The project team met and interviewed a variety of people with knowledge and insight about the local housing market, including realtors, lenders, developers, landlords, and employers. A community survey was conducted online and had approximately 850 responses. This study helped the City to better understand its affordable housing market, which starts with a general understanding of the overall housing market. The study also lays out strategies the City can use to fill gaps identified in the housing market, with the overarching goal of improving housing affordability throughout the community.

Sheboygan County Housing Coalition Tall Hall Series

The Sheboygan County Housing Coalition presented its first Town Hall series relating to affordable housing concerns in our community. The goal of this series was to educate community members on housing basics, types of housing, and what contributes to housing insecurity. This series helped to build a basic foundation of knowledge in an effort to engage the entire community in developing housing solutions. In this first series "Building a Foundation of Knowledge" four Town Hall Meetings (sessions) were held.

Impediments to Fair Housing Choice

Impediments to fair housing choice are:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices
- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

This section describes fair housing impediments identified through the City of Sheboygan's research and communications with community housing partners. This section is organized into City of Sheboygan impediments, Federal and State impediments and Private market impediments.

Impediment #1: Group Homes of Community Living Arrangements (CLA)

Community Living Arrangements by City definition refer to facilities licensed by the State of Wisconsin, including child welfare agencies, group homes for children, and community based residential facilities. CLAs of 9 or more residents, as stated in the Sheboygan zoning ordinance, shall not be within 2,500 feet of another CLA. In addition, the City ordinance states, "The total capacity of all community living arrangements (of all capacities) in the City shall not exceed 1% of the City's population (unless specifically authorized by the City Council following a public hearing)."
Advocates of persons with disabilities have said that the intent of this 2500-foot law is to prevent the *ghettoization* of group homes, but instead ends up being an impediment to locating these group homes. Advocates in other communities have successfully challenged similar municipal ordinances as violations of the Federal Fair Housing Act.

Impediment #2: Inadequate Affordable Housing Supply Relative to Resident Income

A shortage of affordable housing may not appear to be a fair housing issue on its face. However, the negative impact that lack of affordability has particularly on persons with disabilities, people of color, families with children or the elderly cannot be ignored. Having an adequate supply of affordable housing, both for ownership and rental, in which a household will pay no more than 30% of its gross annual income, is essential for an open and inclusive housing market in Sheboygan. The Fair Market Rent for a two-bedroom apartment in Sheboygan for 2022 was $797. According to the National Low Income Housing Coalition's Out of Reach report, in order to afford this level of rent and utilities without paying more than 30% of its income on housing, a household must earn $2,657 monthly or $31,880 annually. Currently, 25.84% of Sheboygan households (5,335 households) pay 30% or more of their income for housing costs. Spending more than 30% of household income on rent or housing costs is considered to be a rent burden. See Map 4.

Structural Quality/Substandard Housing

The age of a housing unit is not an absolute predictor of housing quality; however, the older the housing structure, the greater the likelihood of code compliance problems. Thirty three percent of Sheboygan's housing was built before 1939. The majority of those units are located in the central part of the City. Not surprisingly, the least expensive housing costs are also in the older, central part of the City. (It is likely that one reason many of the homes there are not expensive is because they are more likely to be in disrepair.)

The Lack of Financial Resources to Build/Preserve/Rehabilitate Affordable Housing

In part, the shortage of affordable housing is due to a lack of resources to build and preserve affordable units in Sheboygan. Constructing any type of affordable housing requires numerous subsidies. This layering of subsidies is common in affordable housing and necessary to close the financing gap. Most developers currently obtain financing by combining federal money disbursed through local and state governments. In addition to this very complex nature of financing, the development of affordable housing is also highly competitive. When financing and subsidy resources are scarce and a higher return on investment is unlikely, many developers prefer to build simpler and more profitable market rate housing developments.

Housing Authority City of Sheboygan (HACS): Lack of Housing Choice Section 8 Rent Assistance Vouchers

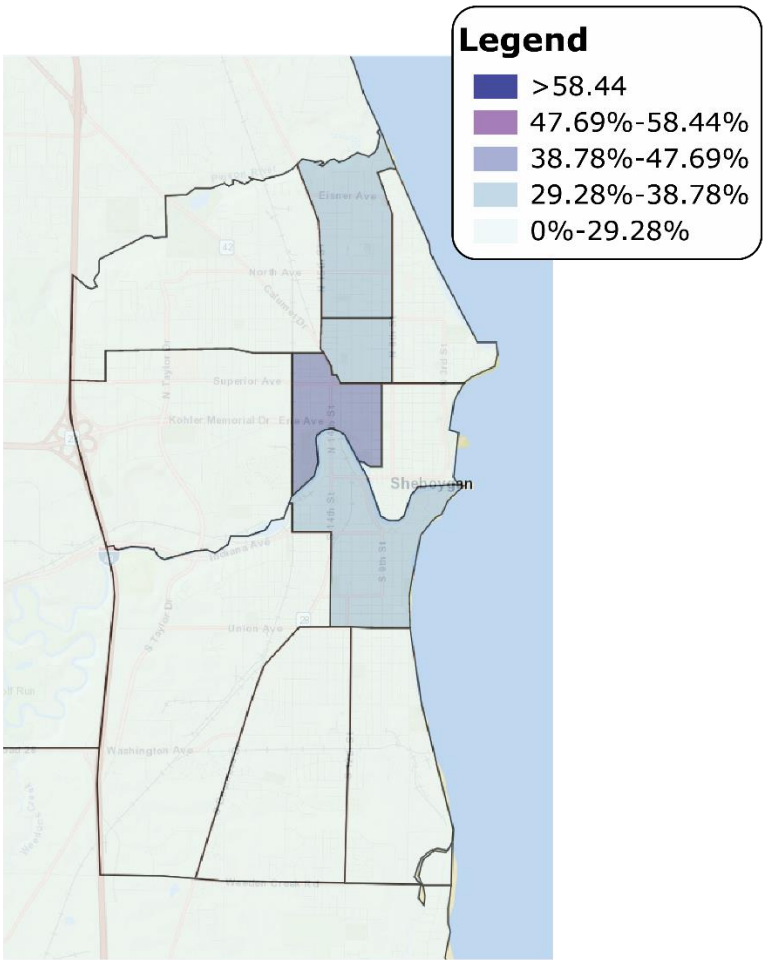
The inability to find suitable and quality affordable housing is a difficult challenge for many households. The need for Section 8 Rent Assistance Vouchers far exceeds the available resources.

Vacancy Rates

Housing vacancy rates in the United States — both for homeowner and rental housing — are at or near historic lows, according to the U.S. Census Bureau's recently released Housing Vacancy Survey (HVS). Vacancy rates for rental housing are lower than at any point during the 35-year period from 1985 until the start of the COVID-19 pandemic in early 2020. The vacancy rate for homeowner housing is lower than at any point from 1980 until early 2020. Both rental and homeowner vacancy rates decreased between 2009 and 2019 as the nation recovered from the foreclosure crisis. Housing supply then tightened further during the COVID-19 pandemic. Sheboygan is no different. In 2020 the City of Sheboygan had a 3.3% rental vacancy rate and a 1.1 homeowner vacancy rate. This low rate of vacancy does not provide enough housing units for residents to have adequate choices for housing in their price range that fits their needs.

Map 4 illustrates which census tracts in the City that have a housing cost burden, spending more than 30% of their household incomes on housing expenses. The tracts in the central part of the City are spending the most on rent.

Map 4: Percent of Households with a Housing Cost Burden[22]



Impediment #3: Poor Credit, Lack of Credit History and Lack of Financial Literacy

Poor credit history, whether incurred by personal choices or circumstances beyond a person's control, can hinder a person's access to housing. Persons new to this country, specifically those who speak Hmong, often have not established the credit required to obtain a prime mortgage or rental housing. In addition, both housing industry and advocacy representatives suggest that some African Americans do not have an established relationship with a conventional bank or financial institution and/or have sufficient credit histories. These situations do not make these groups any less likely to

[22] Source: data.census.gov

be able to responsibly take on a mortgage; however, these situations do make it difficult for lenders to use conventional underwriting guidelines to give them a mortgage and give lenders a seemingly legitimate excuse to deny the loan. Also, many landlords use an applicant's credit history as a part of the tenant selection process. Those persons without a good credit history may be ineligible for some housing options.

Impediment #4: Transit Commuting Difficult to Some Surrounding Areas

Shoreline Metro provides limited routes to outlying communities which limits transit-dependent residents from living in certain neighboring communities, specifically the Town of Sheboygan. This is an impediment because it limits where these residents choose to live and/or work. Hours of operation limitations affecting 2nd and 3rd shift employees, and employees who work on Sundays, are also a concern.

Impediment #5: Racial/Ethnic Segregation and Linguistic Isolation

Segregation

Legal but discriminatory housing practices created segregated and unequal neighborhoods and communities in all parts of the country, including Sheboygan. Although housing discrimination is no longer legal, residential segregation persists due to long-standing housing patterns, current and historic institutional barriers and economic disparities.

As noted previously, almost all of the minority population in Sheboygan County is located in the City of Sheboygan with most of the residential minority concentration in the central part of the City. The reasons for this racial/ethnic segregation in Sheboygan are no different than those reasons established by researchers for other American cities: (1) housing costs are lower in the areas in which minorities have concentrated; (2) some families may choose to live in neighborhoods that have other families of the same race or ethnicity; or (3) discriminatory practices on the part of various actors (real estate professionals, lenders, rental agents or homeowners insurance brokers) in the housing industry. While segregation and minority concentration are not as serious in Sheboygan as they are in larger urban areas like Milwaukee and Detroit, it is important to recognize their existence now before the long term effects and costs of segregation start to impact Sheboygan, as they have in Milwaukee and elsewhere.

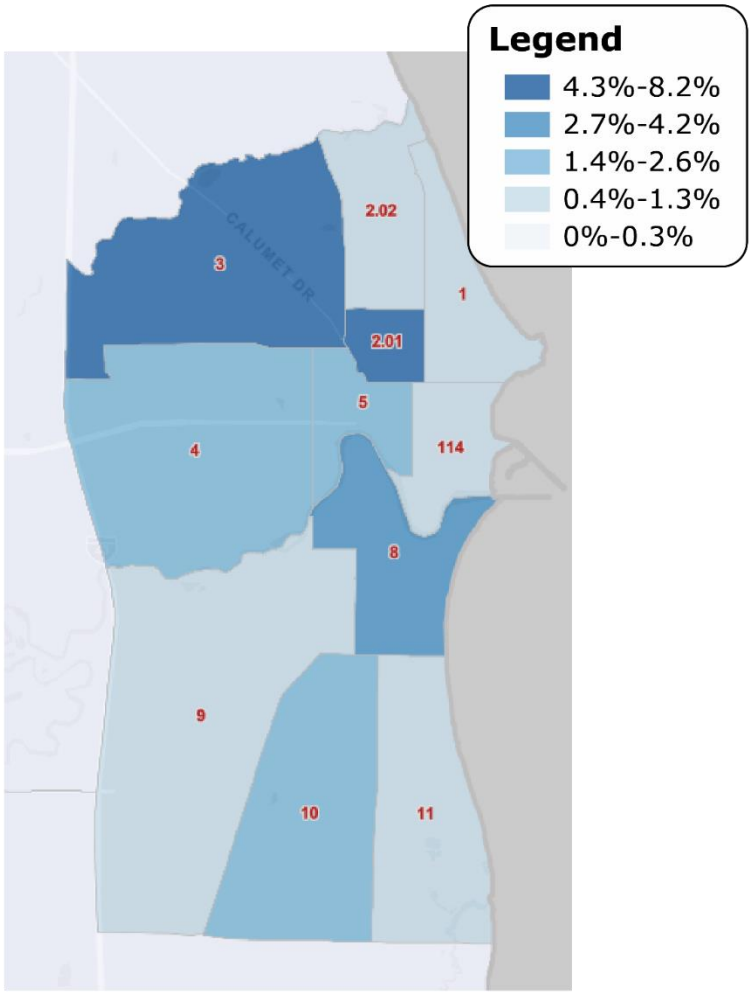
Linguistic Isolation

A household in which no one in the household speaks English well is *linguistically isolated.* Linguistic isolation hinders a person's ability to integrate economically, academically and socially into our society and has stranded many non-English speakers in low-wage menial jobs.

As shown on Map 5, there are two census tracts in which the linguistic isolation exists in 4.3%-8.2% of the households. A population that does not speak English well will have specific housing impediments related to communicating effectively with a rental agent, real estate agent, mortgage lender or

insurance agent. This shows a need for fair housing education targeted in several languages, most importantly in Spanish and Hmong.

Map 5: Linguistic Isolation in the City of Sheboygan[23]



Impediment #6: Fair Housing Rights Information

There is no evidence that fair housing rights are being publicized or marketed in an effective way, and there is no phone number specifically for fair housing questions/complaints listed in the Sheboygan telephone directory. No files or other fair housing complaint details were received by the City of Sheboygan in the last five years. Neither the City Attorney's office nor the Department of City Development maintained records of complaints filed under the City's fair housing ordinance. In

[23] Source: data.census.gov

addition, neither entity had records of fair housing actions initiated against the City, a company or corporation within the City. This evidences the lack of access or knowledge about Sheboygan's Fair Housing Ordinance. Frequency of fair housing complaints represents only a fraction of the frequency of housing discrimination. The absence of complaints may be due to the public's unfamiliarity with the fair housing laws/ordinance and the weak protections the law offers, how the City of Sheboygan can assist them, as well as the subtle nature of housing discrimination.

Federal and State Impediments

While the City of Sheboygan is not directly involved in these Federal and State impediments, it is essential to address them because they impact the City's ability to "affirmatively further fair housing" as required by HUD. In addition, it is important the City address these impediments in order to develop recommendations and local responses, as warranted.

Impediment #7: Section 8 Housing Choice Vouchers Availability

As mentioned previously, cuts in funding to the Section 8 program impedes local communities' ability to assist their population in finding quality, affordable housing.

Impediment #8: No Infrastructure between Medicare/Medicaid and Section 8

Researchers and practitioners have demonstrated repeatedly that people with severe disabilities living in institutions can live successfully in the community. To succeed, they need decent, safe, and affordable housing as well as access to the supports and services they want and need to live as independently as possible. Unfortunately, as mentioned earlier, people with disabilities are disproportionately poor – particularly those individuals who must rely on Supplemental Security Income. For low-income people with disabilities, affordable housing means subsidized housing that is either developed or rented through government housing programs.

Private Market Impediments

Private market impediments are obstacles to fair housing in the housing production, mortgage lending, homeowner's insurance, and rental and home sales markets. Though Sheboygan is limited in its ability to directly address private market impediments, it can take a leadership role in bringing these issues to the public's attention. The following discussion identifies several private market impediments that must be addressed.

Impediment #9: Housing Producers

Housing production in the private market is based on incentives that are usually monetary. Subsequently, one of the impediments to fair housing in housing production is attributed to a lack of programs that provide such incentives to these developers.

Accessibility: Not enough rental and for sale units being produced
The percentage of population by age that experience a disability is disproportionately higher in aging and senior housing holds. Wisconsin DOA projections show that there will be a 68% increase in those age 65+ by 2040 in Sheboygan County. It is likely the City will see a similar increase. A 2007 study by Smith et. al. published in the Journal of the American Planning Association projects that due to the aging population, 21% of all households will have at least one disabled resident in 2050.

Affordability: Not enough affordable housing units being produced
Lack of affordable housing, both private and subsidized, is an impediment to low-income populations. Because low income persons are more likely to be people of color, persons with a disability, elderly or families with children, this is a fair housing concern. As mentioned previously, constructing any type of affordable housing requires numerous subsidies. Currently, 25.84% of Sheboygan households (5,335 households) pay 30% or more of their income for rent.

Unit Size: Lack of large units
A lack of larger units is a fair housing impediment because it impacts at least two protected class groups – families (with children and extended), as well as minority households, many of which tend to be larger. The dearth of these larger units also affects families who are low-income, as they do not have the range of choices available to them, as families with higher income do. The result of this impediment is also overcrowded housing, primarily among new immigrant families who may be doubling up, have larger families, or be living as an extended family with several generations under one roof. As discussed in a previous section, these issues are of increasing importance in Sheboygan.

Impediment #10: Mortgage Lending

Discrimination in the Lending Market
Discrimination in mortgage lending prevents or impedes home seekers from obtaining the financing normally required to purchase a home. Racial discrimination in the home loan industry can be based either on the race of the loan seeker or on the racial composition of the neighborhood in which the home being purchased is located. This latter form of discrimination is commonly referred to as mortgage redlining.

Discrimination in the home loan industry can take several forms including: outright denial of a loan; discouraging a loan seeker from applying; less favorable rates and terms; long processing times; and

exclusionary underwriting guidelines. Loan policies can also have a discriminatory effect on minorities when qualifying standards are more stringent than warranted to secure a loan. Discrimination can also occur externally to the lending institution itself, specifically, in the appraisal of the home; in the underwriting of private mortgage insurance, and in the practices and procedures of the secondary loan market. The lack of loan origination offices in minority and central city areas is also a form of relining, which can lead to disparate impact.

Lack of Spanish/Hmong-speaking lenders
For non-English speaking persons new to this country or for persons more comfortable speaking another language, obtaining a home mortgage can be particularly difficult. Because non-English speaking persons seeking a mortgage often have to rely on their children or other family members to translate, errors and misunderstandings are more likely to occur.

Lack of flexible underwriting to accommodate persons with no credit history
Persons new to this country have not the established credit typically required to obtain a prime mortgage. In addition, many people of color do not have a business relationship with a conventional bank or financial institution. These situations may complicate the ability for members of these groups to obtain a mortgage, even if they are otherwise qualified and creditworthy. Such situations may make it more challenging for lenders to use conventional underwriting guidelines, thus creating an obstacle to homeownership. This impediment to fair housing must be addressed by more flexibility in underwriting guidelines, as will be discussed in the Recommendations Section of this report.

Impediment #11: Housing Sales and Rental Markets

A major impediment to housing choice is discrimination in the sale and rental of housing. Racial discrimination remains the major form of discrimination in the housing market and there is evidence that despite legislation and enforcement efforts, it has not diminished. Moreover, discrimination in the housing market is seen as the major contributor to residential racial segregation.

It is difficult to assess the severity of the problem of discrimination in the sale of homes in Sheboygan on the basis of the number of complaints that have been reported to the City or fair housing enforcement agencies. Typically, most people who are denied housing or offered unfavorable terms because of discrimination do not realize that discrimination has occurred. In other cases, people may be aware or suspect discrimination, but they may not know where to file a complaint, do not feel that it will be remedied, or do not want to be confrontational. In other cases, people may feel vulnerable and fear retaliation by a housing provider.

Lack of Spanish and Hmong-speaking real estate brokers
It is essential for non-English speaking, or limited English speaking persons to have access to housing professionals who are bi- or multilingual. This assures that all home seekers are afforded the same

information and service when purchasing housing. With the burgeoning Hmong and Spanish-speaking populations in Sheboygan, it is important to ensure an equal level of service be available to alleviate this impediment to fair housing choice.

Recommendations

The most critical element of the Analysis of Impediments to Fair Housing is the *Recommendations* that are provided for local communities to address and remedy the barriers identified. This section should be used as a starting point for the City to develop and implement a comprehensive fair housing action plan. The format of this section replicates the format found in the Impediments Section.

Recommendation #1: Devote Resources to a Comprehensive Review of Section 15.26 of the City of Sheboygan's Ordinances: Community Living Arrangements (CLA)

The City should partner with disability advocacy groups, such as the Wisconsin Coalition for Advocacy and other Independent Living Centers to review and analyze the Community living Arrangements section of their zoning ordinance. The language should be reviewed in terms of future legal implications and potential liability of the City, as advocates have successfully challenged similar municipal ordinances elsewhere as violations of the Federal Fair Housing Act.

Recommendation #2: Facilitate the Production of Affordable and Accessible Housing

There are already laws in place that makes sure housing is accessible. The City should enforce these laws to ensure accessible housing construction. In addition to the construction of accessible housing, the City should continue to implement the Housing Rehabilitation program which allows for accessibility improvements to housing units.

Recommendation #3: Increase Education and Outreach about Fair Housing Issues and Resources

The City of Sheboygan must actively *affirmatively further fair housing* by making sure its residents are informed and educated on their fair housing rights and how to file a claim.

Research and Encourage Fair Housing Service Providers
The City should research service provider options to provide fair housing services such as: conducting housing discrimination complaint intake, case management, investigation and legal referral services to victims of discrimination; investigations of systemic forms of illegal discrimination; and outreach and education throughout the community.

Increase knowledge and awareness of fair housing rights and procedures
The City should create a concise packet of information on fair housing, along with a complaint form that can be used to file a claim with the City of Sheboygan. Include the state and federal complaint forms in

the packet (see Appendix C). This packet should be easily viewable on the City's website. It should also be available to all different housing and service providers. The packet should also be available in English, Spanish and Hmong.

Increase Outreach to Linguistically Isolated and Bilingual Communities

The City should facilitate the formation of a partnership with organizations such as the Hmong Mutual Assistance Association that serve non-English speaking or limited English-speaking persons, to develop a pro-active approach to reaching these linguistically isolated populations. The City should also work particularly with agencies that have relationships with the Hmong and Hispanic communities to develop an outreach plan. One important aspect of this plan would be to evaluate and devise methods by which the City communicates with non-English speaking residents about housing issues. Overall, this plan should assess both the immediate and long-term needs of the community and create strategies to address them. In addition, the City should work towards hiring bilingual employees, particularly in departments that most often work with the public.

Streamline the City's Discrimination Complaint Process

The City should draft an internal memo outlining instructions for all City employees as to how to deal with a fair housing complaint. The City should also create an intake form that outlines the process, and should offer this form with the educational packet described above. The complaint process and the forms described above should be readily available via a link on the City's website.

Provide Training for City Staff and Elected Officials

The staff of the City Council and appropriate City departments should be trained and familiarized with the recommendations of this document, the City's Fair Housing Ordinance, the City's obligation to "affirmatively further fair housing" and how to facilitate referrals of fair housing and fair lending inquiries.

Recommendation #4: Continue Landlord Training

The City should continue to offer landlord training to landlords to increase knowledge about Fair Housing Law. Twice a year the City hosts a landlord training seminar which, in part, teaches landlords about fair housing issues. It discusses how to implement fair and legal practices of tenant screening along with the benefits. Additionally, the training teaches about the legal rights and responsibility for both landlords and tenants and a local Attorney who specializes in Landlord/Tenant law is available to answer questions. Training should include busting myths about the Section 8 Voucher program and about people who are part of housing assistance programs.

Recommendation #5: Continue to Utilize Appropriate Financing Mechanisms to Produce Accessible Housing and Affordable Housing

The City of Sheboygan partners with housing developers to create affordable and accessible housing. Ongoing efforts should continue to be made to utilize available, appropriate financing mechanisms, such

as Tax Incremental Financing (TIF) to increase the production of affordable housing units and accessible housing units for persons with disabilities. For instance, TIF approval evaluation criteria could prioritize residential development projects that include accessible housing. Partnerships with local community development groups and affordable housing developers should be established to research creative ways to produce and finance affordable housing.

Federal and State Recommendations

Recommendation #6: Advocate for Changes in State and Federal Programs to Expand Affordable Housing Options

Advocate for Additional Section 8 Housing Choice Vouchers
The City of Sheboygan should facilitate a meeting with local HUD officials, as well as Wisconsin's US Senators and Representatives, to discuss the adverse impact of recent HUD actions. Specifically, these discussions should emphasize the deleterious effects of the HUD budget cuts and administrative changes within the Section 8 Voucher Program on the City and its residents. The City of Sheboygan should advocate for additional Section 8 Vouchers or alternative means to meet the need of low-income residents.

Advocate for Affordable Housing Production Resources
The City of Sheboygan should facilitate a meeting with state and federal elected officials to advocate for additional financing resources to build affordable housing, particularly for extremely low-income persons. The City should also research successful models of affordable housing production in other communities for possible replication in the City of Sheboygan.

Advocate for the Creation of a Smoother Infrastructure between Medicare/Medicaid and Section 8
Many persons with disabilities who desire to move out of nursing care facilities lack the financial resources to make such a transition. The City should meet with representatives of HUD and the Department of Health and Human Services to explore options that would allow those persons, desiring to do so, to move out of nursing care facilities and be integrated into the community.

Private Market Recommendations

Recommendation #7: Advocate for Open and Inclusive Real Estate and Rental Markets

The City of Sheboygan should advocate for more open and inclusive home rental and sales markets by working with the housing industry and appropriate State departments to accomplish the following:

- Initiate regular training of members of various real estate professional organizations, apartment owners' associations, building owners and managers, rental-housing providers, local newspapers and other members of the housing industry to ensure all members have the most

up-to-date information on fair housing laws, procedures, regulations and issues. These training sessions should also be designed to increase awareness and sensitivity to fair housing advocacy.

- Encourage greater efforts on the part of the real estate and rental industries to hire and train minority and bilingual real estate and rental professionals.
- Increase efforts by the Wisconsin Department of Regulations and Licensing to prevent and discourage discrimination by licensees. This would mean a greater willingness by the State to use license suspension and revocation powers to prevent and discourage discrimination.
- Initiate public/private work-sharing agreements between government and private enforcement advocacy organizations to conduct ongoing systemic testing of the industry to monitor and assure compliance with fair housing laws.
- Encourage more active support by the real estate and rental industries for affirmative programs designed to promote integrated residential patterns.
- Encourage more active participation by providers of rental housing in local rent assistance programs to expand location choice for low-income and minority residents.

Recommendation #8: Improve Access of Minority and Low-Income Applicants to Home Mortgages

There are a number of ways in which minority and low-income loan seekers could obtain greater access to home mortgages, as follows:

- Lenders should adopt a pro-integrative component in their lending programs. Without this component, well-intentioned programs targeting lower income census tracts or borrowers may only serve to exacerbate patterns of racially segregated housing in Sheboygan.
- Lenders need to become more responsive to the needs of all the neighborhoods that they claim to serve. This means locating offices in lower income neighborhoods, having loan originators interact with local citizens and community organizations and participating in programs that will benefit low-income and minority communities, such as the Federal Home Loan Bank's Affordable Housing Program.
- Additional mortgage products are needed that include innovative rate structures, lower down payments and credit provisions for low-income families and immigrant families with no credit history.
- Special loan programs should be more heavily marketed in the lower income and minority neighborhoods. These programs also need to be marketed more creatively through a variety of mediums.
- Housing counseling services for low-income families should be coordinated between the various housing counseling organizations to ensure consistent and uniform information is provided. Counseling service topics should be expanded to include skill development for home seekers to include risk reduction and accident prevention information. This can help improve credit and debt ratios in order to meet the qualifying standards required by lenders.
- Methods need to be explored to work with the secondary market and private mortgage insurance (PMI) companies to tailor programs to the needs of Sheboygan.

- Testing of lenders should be ongoing to monitor compliance with fair lending and fair housing laws, for the same reasons as stated in the previous section.
- Increase efforts by the Wisconsin Department of Financial Institutions to prevent and discourage discrimination by lenders and brokers. This would mean a greater willingness by the State to use license suspension and revocation powers to prevent and discourage discrimination
- Training programs for loan officers should be expanded to assure they are knowledgeable about fair lending requirements and sensitive to community needs.
- There needs to be an expansion of second review programs for minorities who are rejected.

Appendix A

Chapter 46 FAIR HOUSING

ARTICLE I. IN GENERAL

Sec. 46-1. Definitions.

The words, terms and phrases used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Age means an individual's status as having obtained 40 or more years of age.

Board means the city plan commission.

Committee means the city licensing, hearing, and public safety committee.

Complainant means a person who files a complaint alleging discrimination in housing.

Disability means a physical or mental impairment that substantially limits one or more major life activities, a record of having such an impairment or being regarded as having such an impairment. Disability does not include the current illegal use of a controlled substance, as defined in Wis. Stats. § 961.01(4), or a controlled substance analog, as defined in Wis. Stats. § 961.01(4m), unless the individual is participating in a supervised drug rehabilitation program.

Discriminate, discrimination, or *discriminatory* means any act, policy or practice that, regardless of intent, has the effect of segregating, excluding, treating a person or class of persons unequally in a manner described in section 46-3 or 46-4, or subjecting any person to differential treatment as a result of that person's actual or perceived race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran status.

Dwelling unit means a structure or that part of a structure that is used or intended to be used as a home, residence or sleeping place by one person or by two or more persons who are maintaining a common household, to the exclusion of all others.

Family includes one natural person.

Family status means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person's household regardless of the person's marital status:

(1) A person is pregnant.

(2) A person has a past, current, or prospective status as parent or legal guardian to a child or children below the age of 18 who may or may not reside with that person.

(3) A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.

(4) A person's household includes one or more minor or adult relatives.

(5) A person's household includes one or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.

(6) A person's household includes one or more adults or minor children placed in his or her care under a court order, under a guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child.

Gender identity means the actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth.

Hearing means a hearing under the jurisdiction of the board, except where otherwise indicated.

Housing means any improved property, or any portion thereof, including a mobile home as defined in Wis. Stats. § 101.91(10), manufactured home, as defined in Wis. Stats. § 101.91(2), or condominium, that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence. Housing includes any vacant land that is offered for sale or rent for the construction or location thereon of any building, structure or portion thereof that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence.

Housing for older persons has the meaning as defined by federal or state law.

Marital status means a person's past, current, or prospective status as single, married, domestically partnered, in a civil union, divorced, or widowed.

National origin means a person's or his or her ancestor's place of origin.

Place of public resort, accommodation, assemblage, or amusement means any place, store, or other establishment that supplies accommodations, goods, or services to the general public, or that solicits or accepts the patronage or trade of the general public, or that is supported directly or indirectly by government funds.

Probable cause means reasonable grounds to believe that one or more persons has, may have, or may be violating one or more provisions of this chapter.

Religion means all aspects of world view, ground motive, philosophical presupposition, commitment, faith, belief, religious observance, and religious practice.

Respondent means the person accused in a complaint of discrimination in housing filed with the board.

Sexual orientation has the meaning given in Wis. Stats. § 111.32(13m).

Status as a victim of domestic abuse, sexual assault, or stalking means the status of a person who is seeking to rent or purchase housing or of a member or prospective member of the person's household having been, or being believed by the lessor or seller of housing to be, a victim of domestic abuse, as defined in Wis. Stats. § 813.12(1)(am), sexual assault under Wis. Stats. §§ 940.225, 948.02, or 948.025, or stalking under Wis. Stats. § 940.32.

Veteran status means an individual's status as one who served in the active military, naval, or air service of any current or former sovereign nation.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 28, 4-5-17; Ord. No. 25-20-21, § 1, 12-7-20)

Sec. 46-2. Declaration of policy.

It is declared to be the policy of the city, pursuant to the United States Constitution and state constitution, Wis. Stats. §§ 66.1011 and 106.50, and also its power to protect the public health, safety and general welfare that all persons are entitled to fair and equal access to housing and to be free of all forms of discrimination, regardless of their actual or perceived sex, gender identity, race, color, religion, age, ancestry, marital status, family status, veteran status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, national origin, disability, or sexual orientation. To that end the city enacts this chapter, which prohibits any person, not exempted in this chapter, from discriminating against any other person by impairing to any degree access to any housing or housing accommodations on the basis of their actual or perceived sex, gender identity, race, color, religion, age, ancestry,

marital status, family status, veteran status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, national origin, disability, or sexual orientation and creates a board with the power and duty to enforce equal opportunity in housing for all citizens of the city.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 25-20-21, § 2, 12-7-20)

Sec. 46-3. Discrimination prohibited.

(a) It is unlawful for any person to discriminate:

(1) By refusing to sell, rent, finance or contract to construct housing or by refusing to negotiate or discuss the terms thereof.

(2) By refusing to permit inspection or exacting different or more stringent price, terms or conditions for the sale, lease, financing or rental of housing.

(3) By refusing to finance or sell an unimproved residential lot or to construct a home or residence upon such lot.

(4) By advertising in a manner that indicates discrimination by a preference or limitation.

(5) For a person in the business of insuring against hazards, by refusing to enter into, or by exacting different terms, conditions or privileges with respect to, a contract of insurance against hazards to a dwelling.

(6) By refusing to renew a lease, causing the eviction of a tenant from rental housing or engaging in the harassment of a tenant.

(7) In providing the privileges, services or facilities that are available in connection with housing.

(8) By falsely representing that housing is unavailable for inspection, rental or sale.

(9) By denying access to, or membership or participation in, a multiple listing service or other real estate service.

(10) By coercing, intimidating, threatening or interfering with a person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, a right granted or protected under this section, or with a person who has aided or

encouraged another person in the exercise or enjoyment of a right granted or protected under this section.

(11) In making available any of the following transactions, or in the terms or conditions of such transactions, for a person whose business includes engaging in residential real estate-related transaction:

a. The making or purchasing of loans or the provision of other financial assistance for purchasing, constructing, improving, repairing or maintaining housing or the making or purchasing of loans or the provision of other financial assistance secured by residential real estate.

b. Selling, brokering or appraising residential real property.

(12) By otherwise making unavailable or denying housing.

(b) No person may induce or attempt to induce a person to sell or rent housing by representations regarding the present or prospective entry into the neighborhood of a person of a particular economic status or a member of a protected class, or by representations to the effect that such present or prospective entry will or may result in any of the following:

(1) The lowering of real estate values in the area concerned.

(2) A deterioration in the character of the area concerned.

(3) An increase in criminal or antisocial behavior in the area concerned.

(4) A decline in the quality of the schools or other public facilities serving the area.

(Ord. No. 50-12-13, § 1, 3-18-13)

Sec. 46-4. Discrimination against persons with disabilities prohibited.

(a) *Types of discrimination prohibited.* In addition to discrimination prohibited under section 46-3, no person may do any of the following:

(1) Segregate, separate, exclude or treat unequally in the sale or rental of, or otherwise make unavailable or deny, housing to a buyer or renter because of a disability of that buyer or renter, a disability of a person residing in or intending

to reside in that housing after it is sold, rented or made available or a disability of a person associated with that buyer or renter.

(2) Segregate, separate, exclude or treat unequally a person in the terms, conditions or privileges of sale or rental of housing, or in the provision of services or facilities in connection with such housing, because of a disability of that person, a disability of a person residing in or intending to reside in that housing after it is sold, rented or made available or a disability of a person associated with that person.

(3) Refuse to permit, at the expense of a person with a disability, reasonable modification of existing housing that is occupied, or is to be occupied, by such a person if the modifications may be necessary to afford the person full enjoyment of the housing, except that in the case of rental housing the landlord may, where it is reasonable to do so, condition permission for a modification on the tenant's agreement to restore the interior of the housing to the condition that existed before the modification, other than reasonable wear and tear. The landlord may not increase any customarily required security deposit. Where it is necessary to ensure that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of a restoration agreement a requirement that the tenant pay into an interest-bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant. If escrowed funds are not used by the landlord for restorations, they shall be returned to the tenant.

(4) Refuse to make reasonable accommodations in rules, policies, practices or services that are associated with the housing, when such accommodations may be necessary to afford the person equal opportunity to use and enjoy housing, unless the accommodation would impose an undue hardship on the owner of the housing.

(b) *Animals assisting persons with disabilities*.

(1) If an individual's vision, hearing or mobility is impaired, it is discrimination for a person to refuse to rent or sell housing to the individual, cause the eviction of the individual from housing, require extra compensation from an individual as a condition of continued residence in housing or engage in the harassment of the

individual because he or she keeps an animal that is specially trained to lead or assist the individual with impaired vision, hearing or mobility if all of the following apply:

a. Upon request, the individual shows to the lessor, seller or representative of the condominium association credentials issued by a school recognized by the department as accredited to train animals for individuals with impaired vision, hearing or mobility.

b. The individual accepts liability for sanitation with respect to, and damage to the premises caused by, the animal.

(2) Subdivision (1) does not apply in the case of the rental of owner-occupied housing if the owner or a member of his or her immediate family occupying the housing possesses and, upon request, presents to the individual a certificate signed by a physician which states that the owner or family member is allergic to the type of animal the individual possesses.

(c) *Design and construction of covered multifamily housing.* In addition to discrimination prohibited under paragraphs (a) and (b) and section 46-3, no person may design or construct covered multifamily housing, as defined in Wis. Stats. § 101.132(1)(d), unless it meets the standards specified in Wis. Stats. § 101.132(2)(a)1. to 4. In addition, no person may remodel, as defined in Wis. Stats. § 101.132(1)(h), housing with three or more dwelling units unless the remodeled housing meets the standards specified in Wis. Stats. § 101.132(2)(a)1. to 4. as required under Wis. Stats. § 101.132(2)(b)1., 2. or 3., whichever is applicable.

(Ord. No. 50-12-13, § 1, 3-18-13)

Sec. 46-5. Exemptions and exclusions.

(a) Nothing in this chapter shall prohibit discrimination based on age or family status with respect to housing for older persons.

(b) Nothing in this chapter shall prohibit a person from exacting different or more stringent terms or conditions for financing housing based on the age of the individual applicant for financing if the terms or conditions are reasonably related to the individual applicant.

(c) Nothing in this chapter shall prohibit the development of housing designed specifically for persons with disabilities and preference in favor of persons with disabilities in relation to such housing.

(d) Nothing in this chapter requires that housing be made available to an individual whose tenancy would constitute a direct threat to the safety of other tenants or persons employed on the property or whose tenancy would result in substantial physical damage to the property of others, if the risk of direct threat or damage cannot be eliminated or sufficiently reduced through reasonable accommodations. A claim that an individual's tenancy poses a direct threat or a substantial risk of harm or damage must be evidenced by behavior by the individual that caused harm or damage, that directly threatened harm or damage, or that caused a reasonable fear of harm or damage to other tenants, persons employed on the property, or the property. No claim that an individual's tenancy would constitute a direct threat to the safety of other persons or would result in substantial damage to property may be based on the tenant's status as a victim of domestic abuse, sexual assault, or stalking.

(e) It is not discrimination based on status as a victim of domestic abuse, sexual assault, or stalking for a landlord to bring an action for eviction of a tenant based on a violation of the rental agreement or of a statute that entitles the landlord to possession of the premises, unless paragraphs (1) or (2) applies. A tenant has a defense to an action for eviction brought by a landlord if the tenant proves by a preponderance of the evidence that the landlord knew or should have known any of the following:

(1) That the tenant is a victim of domestic abuse, sexual assault, or stalking and that the basis for the action for eviction is conduct that related to the commission of domestic abuse, sexual assault, or stalking by a person who was not the invited guest of the tenant.

(2) That the tenant is a victim of domestic abuse, sexual assault, or stalking, that the basis for the action for eviction is conduct that related to the commission of domestic abuse, sexual assault, or stalking by a person who was the invited guest of the tenant, and that the tenant has done one of the following:

a. Sought an injunction under Wis. Stats. §§ 813.12, 813.122, 813.123, or 813.125 enjoining the person from appearing on the premises.

b. Upon receiving notice under Wis. Stats. § 704.17, provided a written statement to the landlord indicating that the person will no longer be an

invited guest of the tenant and has not subsequently invited the person to be a guest of the tenant.

(f) It is not discrimination based on family status to comply with any reasonable federal, state or local government restrictions relating to the maximum number of occupants permitted to occupy a dwelling unit.

(g) (1) Subject to paragraph (2), nothing in this chapter applies to a decision by an individual as to the person with whom he or she will, or continues to, share a dwelling unit, as defined in Wis. Stats. § 101.71(2) except that dwelling unit does not include any residence occupied by more than five persons.

(2) Any advertisement or written notice published, posted or mailed in connection with the rental or lease of a dwelling unit under paragraph (1) may not violate subsection (2)(d), 42 USC 3604(c), or any rules or regulations promulgated under this chapter or 42 USC 3601 to 3619, except that such an advertisement or written notice may be for a person of the same sex as the individual who seeks a person to share the dwelling unit for which the advertisement or written notice is placed.

(h) Nothing in this chapter prohibits an owner or agent from requiring that a person who seeks to buy or rent housing supply information concerning family status, and marital, financial, and business status but not concerning race, color, disability, sexual orientation, gender identity, ancestry, national origin, religion, creed, status as a victim of domestic abuse, sexual assault, or stalking.

(i) A person may not be held personally liable for monetary damages for a violation of section 46-3 or 46-4 if the person reasonably relied, in good faith, on the application of the exemption under this section relating to housing for older persons. For purposes of this paragraph, a person may show reasonable reliance, in good faith, on the application of the exemption under this section relating to housing for older persons only if the person shows all of the following:

(1) That he or she has no actual knowledge that the housing is not or will not be eligible for the exemption.

(2) That the owner of the housing has stated formally, in writing, that the housing complies with the requirements for the exemption.

(j) Nothing in this chapter prohibits any religious or denominational institution or organization, or any charitable or educational organization which is operated, supervised or controlled by or in connection with a religious organization, from limiting admission or giving preference to persons of the same religion or denomination, or from making such selection as is reasonably necessary for such organizations to promote the religious principles for which it is established or maintained.

(k) Nothing in this chapter shall limit the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling, structure, unit, or property.

(l) Nothing in this chapter shall apply to a single occupancy room provided that the owner permanently resides in the same structure.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 25-20-21, § 3, 12-7-20)

Secs. 46-6—46-40. Reserved.

ARTICLE II. POWERS AND DUTIES

Sec. 46-41. Administration—Powers and duties.

(a) The purposes and provisions of this chapter shall be administered by the plan commission and, where necessary, the city attorney.

(b) In administering this chapter, the plan commission shall have the power and duty to:

(1) Adopt, amend, publish and modify any and all administrative policies and procedures as may, from time to time, be necessary, useful, helpful, or desirable in the administration and/or enforcement of this chapter;

(2) Appoint such number and types of employees, agents and staff, subject to a table of organization and budget approval by the common council, as are necessary to promote the purposes of this chapter and/or the administration and/or enforcement of this chapter, and prescribe their duties;

(3) Receive, initiate and investigate complaints alleging any discrimination or discriminatory practice prohibited by this chapter if the complaint is filed with

the board not later than one year after the alleged discrimination occurred or terminated;

(4) Appoint, from time to time, subject to a table of organization and/or budget approval by the common council, one or more investigators to gather facts, evidence and information, and otherwise investigate complaints, and/or one or more mediators who initially shall seek a settlement agreeable to both the complainant and the respondent by means of information conferences or other meetings or means;

(5) Refer settlement agreements to the city attorney for approval as to form;

(6) If necessary, hold hearings after efforts at settlement, based on complaints made against any person and a determination of probable cause; administer oaths and take testimony; compel the production of books, papers and any other documents relating to any matters involved in the complaint; and subpoena witnesses and compel their attendance. If a witness either fails or refuses to obey a subpoena issued by the board, the board may order attendance. At any time after it has issued such an order, the board may petition a court of competent jurisdiction for its enforcement;

(7) Issue, after hearing, such final orders as are necessary to promote the purpose of this chapter;

(8) Issue temporary orders effective for a maximum of 20 days, absent extraordinary circumstances, restraining the respondent from taking any action that would tend to render ineffective or unenforceable any order which the board might issue;

(9) Refer orders to the city attorney to be enforced by him in the name of the city;

(10) Except as provided in Wis. Stats. §§ 19.31, et seq., or 106.50, make available to the public, in writing, copies of:

a. Transcripts of all of its proceedings except initial settlement efforts by its mediators;

b. All temporary and final orders; and

c. All decisions and opinions rendered.

No publicity, however, shall be given a complaint in those cases where the board obtains compliance with this chapter or the board finds that the complaint is without foundation;

(11) Require a written report of the manner of compliance with any final order it may issue; and

(12) Recommend to the mayor and common council any legislation necessary to further promote the purposes of this chapter and file annual written reports of its work to the mayor and common council.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 29, 4-5-17)

Secs. 46-42—46-65. Reserved.

ARTICLE III. ENFORCEMENT PROCEDURES

Sec. 46-66. Complaint.

(a) The board may receive and investigate a complaint charging a violation of section 46-3 or 46-4 if the complaint is filed with the board not later than one year after the alleged discrimination occurred or terminated.

(b) The complaint shall include a written statement of the essential facts constituting the discrimination that is charged, and shall be signed by the complainant.

(c) A complaint filed under this chapter may be amended or withdrawn at any time with and subject to the approval of the board or its designated agent and under such terms as the board or agent shall direct.

(d) Upon the filing of a lawful, timely, and otherwise proper complaint, the board of its designated agent shall serve a copy of the complaint upon the respondent. The copy of the complaint, together with a notice directing the respondent to respond in writing to the allegations in the complaint within 20 days after the date of the notice shall be served upon the respondent by certified mail, return receipt requested. The notice will further state that, if the respondent fails to answer the complaint in writing, the board will make an initial determination as to whether the discrimination has occurred based only on the board's investigation and the information supplied by the complainant.

(e) The board may dismiss the complaint if the complainant fails to respond to the board within 20 days from the date of mailing of any correspondence from the board concerning the complaint, if the board's correspondence requests a response and if the correspondence is sent by certified mail, return receipt requested, to the last known address of the complainant.

(Ord. No. 50-12-13, § 1, 3-18-13)

Sec. 46-67. Investigation and finding of probable cause.

(a) The board or its designated agent shall investigate all complaints that allege a violation of this chapter and that are timely filed. The board or its designated agent may subpoena persons or documents for the purpose of investigation.

(b) At the conclusion of the investigation of the allegations, the board or its designated agent shall make a determination as to whether probable cause exists to believe that discrimination has occurred or is about to occur.

(c) If a determination is made that there is no probable cause to believe discrimination in violation of this chapter has been or is being committed, the complainant shall be afforded an opportunity to appeal such decision to the full plan commission. If the full board decides there is no probable cause, the complainant may appeal to either:

(1) A court of competent jurisdiction for the county in which the alleged discrimination took place; or

(2) A court of competent jurisdiction for the county in which the property or property interest in question is located.

(d) If a determination is made that there is probable cause to believe discrimination in violation of this chapter has been or is being committed, an agent designated by the plan commission shall endeavor, by means of conference, conciliation or persuasion, to eliminate the alleged discrimination or discriminatory practice.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 30, 4-5-17)

Sec. 46-68. Hearing on failure to settle.

When efforts at settlement have failed to eliminate the discrimination or discriminatory practice alleged by the complainant under this chapter, the plan commission shall promptly

cause to be issued a notice of a hearing before a hearing examiner, acting as an agent of the board, to determine the merits of the complaint.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 31, 4-5-17)

Sec. 46-69. Findings of examiner.

(a) Under this chapter, in all hearings before an examiner, except those for determining probable cause, the burden of proof is on the party alleging discrimination.

(b) If, after hearing and on the basis of the official record made therein, the examiner finds by a fair preponderance of the evidence that the respondent has engaged in or is engaged in any discrimination prohibited by this chapter, he shall make and recommend to the plan commission written findings of fact and conclusions thereon and shall recommend such action to be taken by the respondent and, where necessary, by the complainant, as will affect the purposes of this chapter by eliminating the discrimination found.

(c) Damages and penalties.

(1) If the hearing examiner finds that a respondent has engaged in or is about to engage in a discriminatory act prohibited under section 46-3 or 46-4, the hearing examiner shall promptly issue an order for such relief as may be appropriate, which may include economic and non-economic damages suffered by the aggrieved person, regardless of whether he or she intervened in the action, and injunctive or other equitable relief. The hearing examiner may not order punitive damages.

(2) In addition to any damages ordered under paragraph (1), the hearing examiner may assess a forfeiture against a respondent who is not a natural person in an amount not exceeding $10,000.00, unless the respondent who is not a natural person has been adjudged to have committed any prior discriminatory act under section 46-3 or 46-4. If a respondent who is not a natural person has been adjudged to have committed one other discriminatory act under section 46-3 or 46-4 during the preceding five-year period, based on the offense date of the prior discriminatory act, the hearing examiner may assess a forfeiture in an amount not exceeding $25,000.00. If a respondent who is not a natural person has been adjudged to have committed two or more prior discriminatory acts under section 46-3 or 46-4 during the preceding seven-year period, based on the

offense date of the prior discriminatory act, the hearing examiner may assess a forfeiture in an amount not exceeding $50,000.00.

(3) In addition to any damages ordered under paragraph (1), the hearing examiner may assess a forfeiture against a respondent who is a natural person in an amount not exceeding $10,000.00, unless the respondent who is a natural person has been adjudged to have committed any prior discriminatory act under section 46-3 or 46-4. If a respondent who is a natural person has been adjudged to have committed one other prior discriminatory act under section 46-3 or 56-4 based on an offense date that is before September 1, 1992, the hearing examiner may assess a forfeiture in an amount not exceeding $25,000.00. If a respondent who is a natural person has been adjudged to have committed two or more prior discriminatory acts under section 46-3 or 46-4 based on an offense date that is before September 1, 1992, the hearing examiner may assess a forfeiture in an amount not exceeding $50,000.00.

(d) Attorney fees and costs. The hearing examiner may allow a prevailing complainant reasonable attorney fees and costs.

(e) A certified copy of such recommended findings, conclusions and orders, together with a summary of the findings of fact, shall be sent to the last known addresses of the complainant and the respondent by certified mail with return receipts requested.

(f) If, within 30 days following the mailing of the hearing examiner's decision, the board does not receive notice of appeal, the findings, conclusions and orders of the examiner shall be the findings, conclusions and orders of the board.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 32, 4-5-17)

Sec. 46-70. Appeal from examiner's findings.

Under this chapter, if within 30 days following the mailing of the examiner's decision, the complainant or respondent serves notice of appeal, such appeal may be had to the full plan commission. The board shall have the power to affirm, reverse or modify the determination of the hearing examiner. After final determination by the board, either party may appeal by certiorari to a court of competent jurisdiction. In the alternative, either party may receive a trial de novo on all issues relating to any alleged discrimination and a further right to a trial by jury.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 33, 4-5-17)

Sec. 46-71. Transfer of proceedings.

At any time after a finding of probable cause under this chapter, the plan commission, with appropriate notice to the complainant and respondent, may transfer the proceedings to itself.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 34, 4-5-17)

Sec. 46-72. Judicial enforcement.

Whenever, in the judgment of the plan commission, judicial enforcement of a board order is necessary to enforce this chapter, the board shall in writing request the city attorney to commence proceedings in a court of competent jurisdiction to enforce such orders in the name of the city. Upon receipt of any such request, the city attorney shall have the duty to seek enforcement of such orders in a court of competent jurisdiction.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 35, 4-5-17)

Sec. 46-73. Remedies.

(a) The plan commission shall have the power and duty, after investigation and hearing, to issue and implement such orders as may be necessary to effect the purposes of this chapter. Such orders may include the following:

(1) Cease and desist orders;

(2) Affirmative action by the respondent and, where necessary, by the complainant; and

(3) Any other orders which may be necessary to effect the purpose of this chapter.

(b) Any of the orders of the board shall be stayed during the period in which any appeal may be taken and during the pendency of any appeal.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 36, 4-5-17)

Appendix B

MINUTES
SHEBOYGAN COMMISSION ON FAIR HOUSING PRACTICES
Wednesday April 12, 2006 @ 7:00 p.m.

Members Present: Alderperson Marilyn Montemayor, Vue Yang, Dan Castro, Mary Keittel, Cory Salchert

Others: Susan Hart, Steve McLean

- Alderperson Montemayor called the meeting to order at 7:00 p.m.

- Minutes of March 21 reviewed by Committee. Motion by Yang, second by Keittel to approve. Motion carries.

- Discussion on the Makini Johnson issue. Susan Hart explained that she had talked to Dean Bogenschuetz, a member of the Housing Authority Board of Directors, and that they had decided to invite members of this committee to their next meeting; but he did not know when it was. Motion by Castro, second by Yang to hold until further information is gathered. Motion carries.

- Discussion on Erica Rodriguez's concerns with landlord Gary Kaker. Attorney McLean reported that he had called St. Vincent de Paul, but they were unable to provide information about the money distributed to Mr. Kaker such as which church wrote the check, or even if a check had been written. Also, St. Vincent had not been able to reach Ms. Rodriguez. Motion by Castro, second by Yang to held until more information is provided. Motion carries.

- No new business.

- It was decided to hold off on scheduling the next meeting until we receive needed information about Makini Johnson & Erica Rodriguez.

- Motion to Adjourn by Yang, second by Castro, motion carries.

Submitted by Susan Hart

Appendix C

HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano
U.S. Department of Housing and Urban Development

Oficina de Derecho Equitativo a la Vivienda
Office of Fair Housing and Equal Opportunity

Instructions: (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

Your Name

Your Address

City | State | Zip Code

Best time to call | Your Daytime Phone No | Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name | Best Time to call

Daytime Phone No | Evening Phone No

Contact's Name | Best Time to call

Daytime Phone No | Evening Phone No

1 What happened to you?

How were you discriminated against?

For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?

State briefly what happened.

HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano | Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development | Office of Fair Housing and Equal Opportunity

2 Why do you think you are a victim of housing discrimination?

Is it because of your:

· race · color · religion · sex · national origin · familial status (families with children under 18) · disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Identify who you believe discriminated against you.

Name _____

Address _____

4 Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home?

Did it occur at a bank or other lending institution?

Provide the address.

Address _____

City _____ State _____ Zip Code _____

5 When did the last act of discrimination occur?

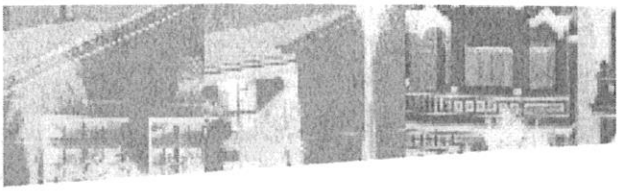
Enter the date ____/____/____

Is the alleged discrimination continuing or ongoing? Yes ☐ No ☐

Signature _____ Date _____

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.





It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)

Keep this information for your records.

Date you mailed your information to HUD: ____/____/____

Address to which you sent the information:

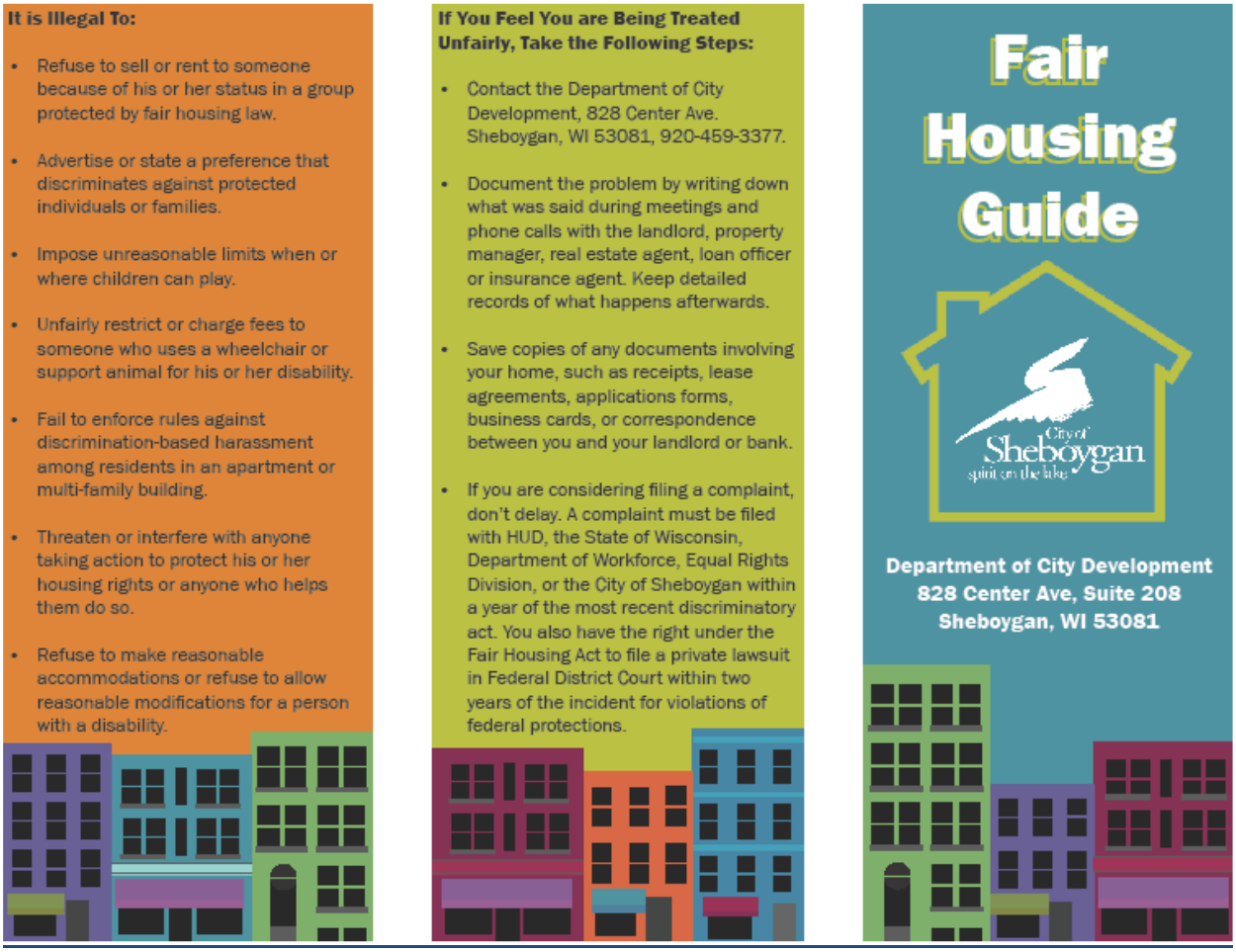
Office _____ Telephone _____

Street _____

City _____ State _____ Zip Code _____

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.

Appendix D


It is Illegal To:
Refuse to sell or rent to someone because of his or her status in a group protected by fair housing law.
Advertise or state a preference that discriminates against protected individuals or families.
Impose unreasonable limits when or where children can play.
Unfairly restrict or charge fees to someone who uses a wheelchair or support animal for his or her disability.
Fail to enforce rules against discrimination-based harassment among residents in an apartment or multi-family building.
Threaten or interfere with anyone taking action to protect his or her housing rights or anyone who helps them do so.
Refuse to make reasonable accommodations or refuse to allow reasonable modifications for a person with a disability.
If You Feel You are Being Treated Unfairly, Take the Following Steps:
Contact the Department of City Development, 828 Center Ave. Sheboygan, WI 53081, 920-459-3377.
Document the problem by writing down what was said during meetings and phone calls with the landlord, property manager, real estate agent, loan officer or insurance agent. Keep detailed records of what happens afterwards.
Save copies of any documents involving your home, such as receipts, lease agreements, applications forms, business cards, or correspondence between you and your landlord or bank.
If you are considering filing a complaint, don't delay. A complaint must be filed with HUD, the State of Wisconsin, Department of Workforce, Equal Rights Division, or the City of Sheboygan within a year of the most recent discriminatory act. You also have the right under the Fair Housing Act to file a private lawsuit in Federal District Court within two years of the incident for violations of federal protections.
Fair Housing Guide
City of Sheboygan
spirit on the lake
Department of City Development
828 Center Ave, Suite 208
Sheboygan, WI 53081

A home is more than a house or an apartment; it is a valuable asset you want to protect. It is where you spend your life, become part of the community, and plant your roots.

Some people are treated differently because of individual factors that should not count, such as race, disability, or religion. Fair Housing Laws help protect your rights to access housing and live where you choose, free from discrimination.

The Federal Fair Housing Act of 1968, its amendments in 1988, and all related federal, state, and local laws are designed to guarantee open housing opportunities for all. As well as protect people from discrimination in housing transactions such as rental, sales, lending, and insurance.

Fair Housing is the right to choose a home free from unlawful discrimination. It means you have the right to select the housing that is best for your needs, with no outside preferences or stereotypes being imposed.



In Sheboygan it is illegal to discriminate against someone due to their:

Protected Classes	Federal	State	Local
Race	X	X	X
Color	X	X	X
Religion	X	X	X
Sex	X	X	X
National Origin	X	X	X
Disability/ Handicap	X	X	X
Familial Status	X	X	X
Sexual Orientation		X	X
Marital Status		X	X
Ancestry		X	X
Public Assistance/ Lawful Source of Income/Economic Statue		X	X
Age		X	X
Status of a Victim of Domestic Abuse, sexual abuse, or stalking		X	X
Veteran's Status			X
Disabled Veteran's Status			
Gender Identity			X

The Fair Housing Act requires all "covered multifamily dwellings" designed and constructed for first occupancy after March 13, 1991, to be readily accessible to and usable by persons with disabilities.

HOW TO Recognize Housing Discrimination:

Housing discrimination today is rarely blatant but it still exists. Listen for the phrases below – they could be warning signs of discrimination:

- "We don't rent to more than two people for a two-bedroom apartment."
- "We don't rent to people who don't have a job, even if you get disability benefits."
- "I'm sorry, but I can't work with your translator."
- "You can't build a ramp for access to the building, it will violate building codes."
- "This is a Christian community. You might not feel comfortable wearing those clothes here."
- "We just rented the apartment." But the unit still is available the next day.
- "Your son and daughter can't share a bedroom."
- "Children can only live on the first floor, this is an old building and their little feet make lots of noise."
- "Do you think you can afford this neighborhood?" or "You would not be happy in this neighborhood."

Es ilegal:

- Negarse a vender o alquilar a alguien debido a su estado en un grupo protegido por la ley de vivienda justa.
- Anunciar o expresar una preferencia que discrimina a las personas o familias protegidas.
- Imponer límites irrazonables cuando o donde los niños pueden jugar.
- Restringir o cobrar tarifas injustamente a alguien que use una silla de ruedas o un animal de apoyo por su discapacidad.
- No hacer cumplir las reglas contra el acoso por discriminación entre los residentes de un apartamento o edificio multifamiliar.
- Amenazar o interferir con cualquier persona que tome medidas para proteger sus derechos de vivienda o con cualquier persona que le ayude a hacerlo.
- Negarse a hacer adaptaciones razonables o negarse a permitir modificaciones razonables para una persona con discapacidad.



Si Usted siente que lo están tratando injustamente, siga los siguientes pasos:

- Comuníquese con la Ciudad de Sheboygan, 828 Center Ave. Sheboygan, WI 53081, 920-459-3377.
- Documente el problema escribiendo lo que se dijo durante las reuniones y llamadas telefónicas con el propietario, administrador de la propiedad, agente de bienes raíces, oficial de préstamos o agente de seguros. Mantenga registros detallados de lo que sucede después.
- Guarde copias de cualquier documento relacionado con su hogar, como recibos, contratos de arrendamiento, formularios de solicitud, tarjetas de presentación o correspondencia entre usted y el propietario o el banco.
- Si está considerando presentar una queja, no se demore. Se debe presentar una queja ante HUD, el estado de Wisconsin, el Departamento de Fuerza Laboral, la División de Igualdad de Derechos o la Ciudad de Sheboygan dentro de un año del acto discriminatorio más reciente.
- También tiene derecho en virtud de la Ley de Vivienda Justa a presentar una demanda privada en el Tribunal de Distrito Federal (Corte del Distrito) dentro de los dos años posteriores al incidente por violaciones de las protecciones federales.

Guía de Vivienda Justa

Departamento de Desarrollo de la Ciudad
828 Center Ave, Suite 208
Sheboygan, WI 53081



Un hogar es más que sola una casa o un apartamento; es un activo valioso que se desea proteger. Es donde pasas tu vida, te vuelves parte de la comunidad y siembras tus raíces.

Algunas personas son tratadas de manera diferente debido a factores individuales que no deberían ser tomados en cuenta, como la raza, la discapacidad o la religión. Las Leyes de Vivienda Justa le ayudan a proteger sus derechos de acceso a una vivienda y de vivir donde usted elija, libre de discriminación.

La Ley Federal de Vivienda Justa de 1968, sus enmiendas en 1988 y todas las leyes federales, estatales y locales relacionadas, están diseñadas para garantizar oportunidades de vivienda abiertas para todos. Además de proteger a las personas de la discriminación en transacciones de vivienda como alquiler, ventas, préstamos y seguros.

Vivienda Justa es el derecho a elegir un hogar libre de discriminación ilegal. Significa que tiene derecho a seleccionar la vivienda que mejor se adapte a sus necesidades, sin que se impongan preferencias ni estereotipos externos.



En Sheboygan es ilegal discriminar a alguin debido a su:

Clases Protegidas	Federal	Estatal	Local
Raza	X	X	X
Color	X	X	X
Religión	X	X	X
Sexo	X	X	X
Nacionalidad de Origen	X	X	X
Discapacidad/ Handicap	X	X	X
Condición Civil (Situación Familiar)	X	X	X
Orientación Sexual		X	X
Situación Marital		X	X
Ascendencia (Antepasados)		X	X
Asistencia Publica/ Legalidad/Fuente de Ingresos/ Situación Económica		X	X
Edad		X	X
Situación de Victima de Abuso Domestico/Abuso Sexual/Acoso		X	X
Situación de Veterano			X
Situación de Veterano Incapacitado			
Identidad de género			X

La Ley de Equidad de Vivienda requiere la "cobertura de viviendas multifamiliares" sean diseñadas y construidas para su primera ocupación después del 13 de marzo de 1991, sean fácilmente accesibles y utilizables por personas con discapacidades.

Cómo Reconocer Discriminación en la Vivienda: La discriminación en la vivienda hoy en día rara vez flagrante (obvia), pero aún existe. Escuche las frases a continuación: podrían ser señales de advertencia de discriminación:

- "No alquilamos a más de dos personas por un apartamento de dos habitaciones".
- "No alquilamos a personas que no tienen trabajo, incluso si usted recibe beneficios por discapacidad".
- "Lo siento, pero no puedo trabajar con su traductor".
- "No se puede construir una rampa para acceder al edificio, violará los códigos de construcción".
- "Esta es una comunidad cristiana. Puede que no te sientas cómodo vistiendo esa ropa aquí ".
- "Acabamos de alquilar el apartamento". Pero la unidad todavía está disponible al día siguiente.
- "Su hijo y su hija no pueden compartir una habitación".
- "Los niños solo pueden vivir en el primer piso, este es un edificio antiguo y sus pequeños pies hacen mucho ruido".
- "¿Crees que puedes pagar este vecindario?" o "No serías feliz en este vecindario".

Appendix E

Title VI Notice of Rights City of Sheboygan

The City of Sheboygan operates its programs and services without regard to race, color, national origin, sex, disability, or age in accordance with Title VI of the Civil Rights Act of 1964 and other state and federal laws. If you believe you have been subjected to discrimination in violation of state or federal law, you may file a written complaint with the City. Depending on the nature of your claim, you may also be able to file a complaint with a state or federal agency or with a state or federal court. For more information or to obtain a copy of the City's Title VI complaint procedures, contact:

City of Sheboygan
Attn: Title VI Coordinator
828 Center Avenue, Suite 103
Sheboygan, WI 53081
920-459-3361
TitleVIComplaint@sheboyganwi.gov

►Click HERE to download the complaint form.

If the complainant is unable to write a complaint, a representative of the complainant may file the complaint on the complainant's behalf. Complaints must be filed within 180 calendar days of the alleged incident.

Appendix F

Fair Housing Notice of Rights

The Federal Fair Housing Act of 1968, its amendments in 1988, and all related federal, state, and local laws are designed to guarantee open housing opportunities for all. As well as protect people from discrimination in housing transactions such as rental, sales, lending, and insurance. Fair housing is the right to choose a home free from unlawful discrimination. It means you have the right to select housing that is best for your needs, with no outside preferences or stereotypes being imposed.

To file a fair housing complaint, please use the Title VI complaint form by clicking here and send to TitleVIComplaint@sheboyganwi.gov

To view the Fair Housing Guide in English (click here), in Spanish (click here).

If information is needed in another language or an alternative format, please call 920-459-3361.

II

R. O. No. 95 - 22 - 23. By CITY CLERK. January 16, 2023.

Submitting an application from City of Sheboygan for a change in zoning classification for property off of N. 15th Street and Martin Avenue (former Jakum Hall Parcel No. 59281718350, 59281712950 and 59281712930) from Class Urban Commercial (UC) to Class Urban Residential (UR-12).

CityPlan

CITY CLERK

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
FILING FEE: ~~$200.00~~ (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of $200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: City of Sheboygan PHONE NO.:(920) 459-3383

ADDRESS: 828 Center Avenue E-MAIL: development@sheboyganwi.gov

OWNER OF SITE: City of Sheboygan PHONE NO.: (920)459-3383

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Parcel Numbers: 59281718350, 59281712950, and 59281712930 (former Jakum Hall Parcels)

LEGAL DESCRIPTION: Parcel No. 59281718350- Edwin Schaetzers Subdivision Lot 6-7-8-9-10-11 Block 3

12(cdp) Parcel No. 59281712950- Lutz Division N. 20' of Lot 10 Block 1
Parcel No. 59281712930- Lutz Division Lot 9, Block 1

PARCEL NO. See above MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Commercial (UC)

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Residential (UR) 12 (cdp)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Former Jakum Hall Properties, that the city purchased in 2022 and demolished for redevelopment.

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Future affordable housing redevelopment site.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? There are no wetlands or floodplains on the subject property.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- ❑ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.

- ❑ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*

- ❑ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

  Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

  Explain: The city purchased the property with American Rescue Plan Act dollars because the existing improvements had bee vacant and blighted for a number of years. ARPA requires the property to be redeveloped in the future as affordable housing. The city plans to find a developer interested in developing affordable housing at this site.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The surrounding land use are a combination of commercial and residential. The zoning change will allow for the site to be redeveloped into a residential that is less intense than commercial land uses and provide affordable housing opportunities not currently in the neighborhood.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed redevelopment will assist with meeting the number of units for new affordable multi-family per the City's 2021 Affordable Market Study and redevelop a site that previously housed a vacant/blighted structure.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Chad Pelishek
APPLICANT'S SIGNATURE

1/12/23
DATE

Chad Pelishek
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

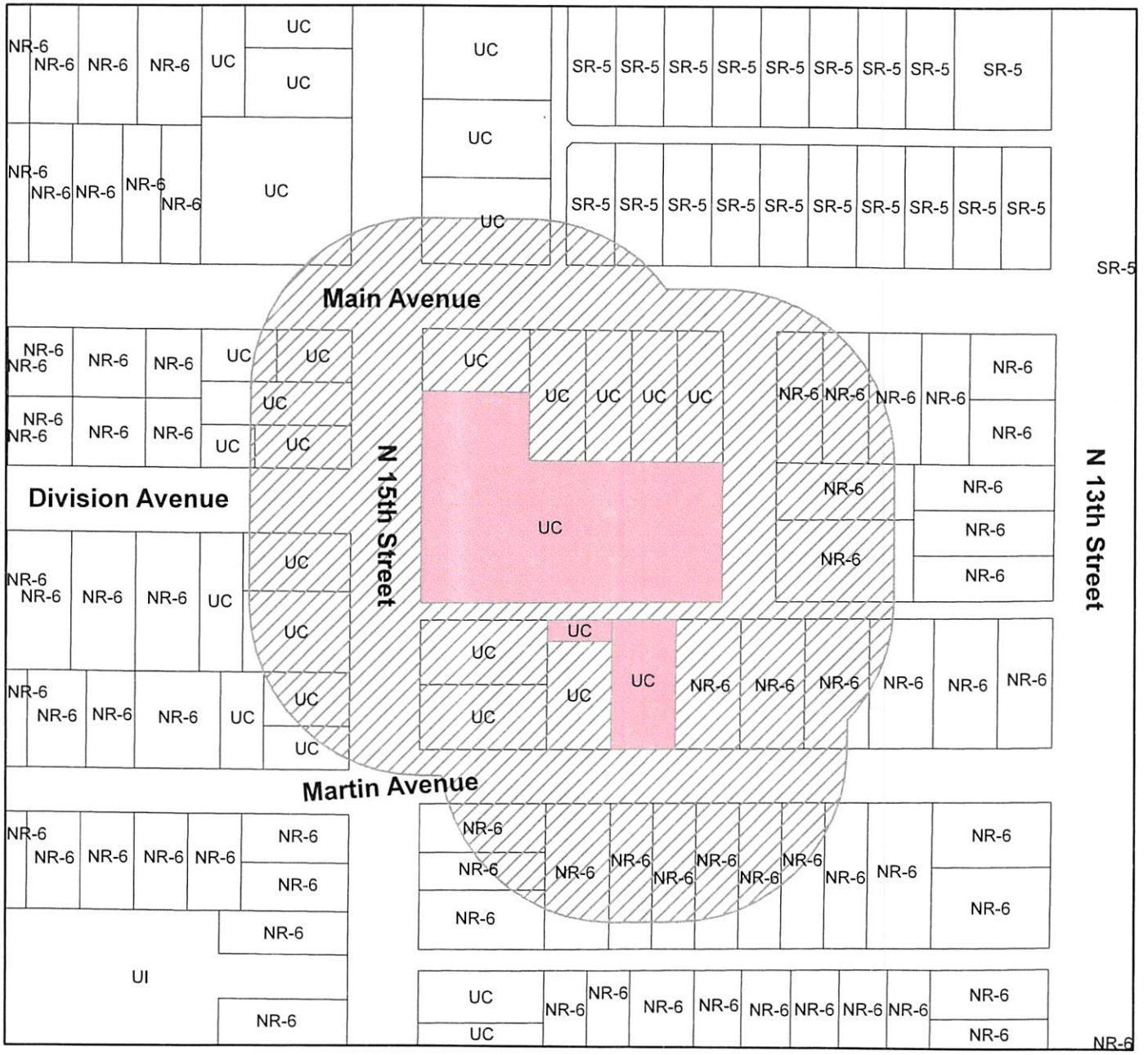
A copy of the current zoning map of the subject property and vicinity showing:

- ❑ The property proposed to be rezoned.
- ❑ All lot dimensions of the subject property.
- ❑ All other lands within 200 feet of the subject property.
- ❑ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ❑ Graphic scale and north arrow.

PROPOSED REZONE
FROM URBAN COMMERCIAL (UC)
TO URBAN RESIDENTIAL (UR-12)

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

EDWIN SCHAETZERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3
AND
LUTZ DIVISION LOT 9 BLK 1
AND
LUTZ DIVISION N 20' OF LOT 10 BLK 1



0 40 80 160 240 320 Feet

N W E S

III

Res. No. 121 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.
January 16, 2023.

A Resolution authorizing submission of a 2023 Vibrant Spaces Grant application for the revitalization and energizing of the Uptown Parklet in partnership with neighboring businesses.

WHEREAS, the City of Sheboygan recognizes that public reinvestment in business corridors is an important part of community development; and

WHEREAS, a new Vibrant Spaces Grant pilot program through Wisconsin Economic Development Corporation is designed to assist with creating vibrant and engaging communities that make it easier to recruit and retain residents, sustain a labor force, and enhance the local quality of life by developing business corridors such as the Uptown Parklet to provide accessible locations to foster community connections and provide accessible locations for programming and amenities desired by local residents; and

WHEREAS, the Common Council desires to obtain grant assistance through the Vibrant Spaces Grant and is committed, if awarded a grant, to enter into a grant contract with the Wisconsin Economic Development Corporation, including the provision of matching funds; and

WHEREAS, suspension of the rules is requested because the grant application is due January 31, 2023.

NOW, THEREFORE, BE IT RESOLVED: That City of Sheboygan staff are authorized and directed to apply for grant assistance from the Wisconsin Economic Development Corporation under the 2023 Vibrant Spaces Grant Award program.

BE IT FURTHER RESOLVED: That the City agrees as part of the application to comply with state rules for the program should the grant be awarded to the City.

Suspend Rules
Adopt Res

BE IT FURTHER RESOLVED: That the Director of Planning and Development is authorized to act on behalf of the City of Sheboygan to submit an application to the Wisconsin Economic Development Corporation for funding under the Vibrant Spaces Grant program, sign documents, and take necessary action to comply with approved award activities, including but not limited to drafting any resolution for Common Council approval that may be necessary to authorize the expenditure of any and all matching funds and identify the appropriate account from which said expenditures shall be paid.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 124 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.
January 16, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a Memorandum of Understanding with TDS Metrocom, LLC, for the installation of a fiber optic cable network throughout the City.

WHEREAS, TDS Metrocom, LLC desires to install a fiber optic cable network throughout the City over the course of several years in order to provide high speed internet; and

WHEREAS, due to the scope, complexity, and duration of the project, the parties desire to execute a Memorandum of Understanding ("MOU"), which will guide the parties through the various aspects of the project; and

WHEREAS, the parties have negotiated the attached MOU and believe it to be in the City's best interest that such MOU be executed; and

WHEREAS, in order to prevent any delay in this project, City staff is requesting that the rules be suspended and this Resolution be adopted without referral to a committee of the Council.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized to execute the attached Memorandum of Understanding with TDS Metrocom, LLC.

Suspend Rules
Adopt Res.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SHEBOYGAN AND TDS METROCOM, LLC

Purpose

This Memorandum of Understanding ("MOU") sets forth the understanding between the parties with regard to the installation and operation of a fiber optic network for residential and commercial broadband service ("Network") on property owned or controlled by the City. This MOU is intended to facilitate the timely, safe, and effective installation of Network infrastructure such as conduit, fiber optics, handholds, cabinets, and related infrastructure depicted in Exhibit A ("Network Facilities"); to acknowledge and establish mutual expectations in regard to the project, and such other good and valuable consideration. This MOU is not intended to replace any permits or processes applicable to the project.

Parties

The parties to this MOU are the City of Sheboygan, Wisconsin, a municipal corporation with offices located at 828 Center Avenue, Sheboygan, Wisconsin 53081 ("City"), and TDS Metrocom, LLC, a Wisconsin limited liability company with offices located at 525 Junction Road, Madison, Wisconsin 53717 ("TDS") and its agents. Each party hereby agrees that those signing this MOU on its behalf are authorized to make said signature.

Scope & Timing

The Network is planned for the geographic area of the City with Network Facilities installed throughout the City at TDS's sole expense. TDS intends to commence Network construction in 2022 and once commenced, shall use best efforts to proceed with construction to completion throughout the City, excepting only any locations where costs of construction are exceptionally high and not economically viable for the Network, on a timely and equal basis irrespective of the socioeconomics, racial or ethnic composition of any neighborhood or portion of the City. It is understood that while TDS intends to begin construction in 2022, TDS is not committing to customer services being available until some point in 2023. Network installation is anticipated to be completed in December, 2025.

Construction

The City, through the Public Works Department, shall monitor the construction of the Network pursuant to City ordinances, policies, and the duty to maintain the rights-of-way for public use and benefit. The parties further agree as follows:

1. Underground Construction. TDS shall locate Network Facilities underground to the greatest extent practicable. Boring technology and procedures are preferred for the installation of fiber facilities. In areas with prohibitively high construction costs and/or where the deployment of conduit is not feasible, TDS's network facilities may be installed via micro-trenching technology and procedures, or open-trenching technology and procedures. This decision shall be subject to approval by the Director of Public Works or his designee, which shall be granted on a case-by-case basis, and which shall not be arbitrarily, discriminatorily, or unreasonably withheld, conditioned, or delayed.

a. TDS acknowledges that Sheboygan Municipal Code ("SMC") § 122-3 requires underground installation of wires, cables, fiber optic cables and lines. Aerial Network Facilities will be limited to locations with existing aerial utilities or as otherwise provided herein.

b. The parties acknowledge TDS's intent to follow existing platted private utility easements for the residential installation of Network Facilities.

c. TDS shall utilize flush mount handholds whenever practicable in areas of underground construction and whenever reasonably requested by the City in rights-of-way. Pedestals, cabinets, and other above-ground infrastructure shall only be utilized in areas where other utilities are above grade as when necessary and upon mutual agreement of the Parties, as assessed on a case-by-case basis.

d. TDS shall adhere to all applicable provisions of the Sheboygan Municipal Code, as well as state building codes and City Engineer specifications when repairing utilities or property, both public and private, damaged as a result of TDS or its contractors, and shall immediately communicate with the Director of Public Works and/or Sheboygan Water Utility if any damage may disrupt the lawful use of property by others.

2. Utility Poles. Where above-ground location of facilities is necessary, TDS shall make every effort to co-locate on existing utility poles. Where co-location is not feasible, TDS may apply for approval to place utility poles subject to written permission from the Director of Public Works or his designee, pursuant to SMC § 122-3, and with the following conditions:

a. TDS shall not install a utility pole in any area of the City where all other utilities are located underground or where underground facilities installation is otherwise practicable.

b. Upon City request, TDS will make reasonable accommodations to improve the aesthetics of any new utility pole.

c. The location of any new utility pole shall not adversely affect the health, safety, or welfare of any person or negatively affect the use of the right-of-way for transportation purposes.

d. TDS will make any new utility pole available to other communications providers on just and reasonable terms and subject to loading requirements and space availability.

e. TDS shall have an ongoing obligation to seek co-location opportunities and shall remove, at its sole expense, any and all TDS-installed utility poles from the rights-of-way if it is later able to co-locate its Network Facilities on a new or existing utility pole that can accommodate TDS's fiber-facilities and if TDS is able to gain access to it under reasonable terms and conditions and within a reasonable period of time.

3. Utility Location Procedure. TDS shall utilize and follow the City's procedure for the initiation of utility locates. Applications shall be submitted in geographically compact groupings with sufficient lead time to allow the City to conduct the locates efficiently and timely to TDS's preferred construction schedule. The Parties shall meet prior to the

commencement of the installation of the Network Facilities and periodically thereafter as mutually agreeable to discuss and agree upon a work schedule, staging, and desired completion times.

a. Applications shall be submitted to the Department of Public Works at least 15 business days prior to permit issuance. Forms may be found at https://sheboygandpw.com/perch/resources/excavate-row.pdf. Address and geographical area information shall be provided by TDS. The Parties shall coordinate packaging or grouping applications to allow for efficiency of time and costs and avoid exceeding City operational capacity. TDS will pay the City $100 per permit application. Additional costs of inspection and follow-up for work not meeting the standards set forth by the City of Sheboygan Department of Public Works shall be borne by TDS and/or their sub-contractor(s) and may result in future permit applications being held or denied.

b. To locate other utilities under paved or concrete surfaces, TDS may need to insert holes in a driveway, walkway, or street. TDS may utilize an 8" minimum core drill to remove the pavement and then remove debris utilizing a vacuum excavator to visually expose the path to cross the street. After the crossing is completed, each pothole will be backfilled with a flowable, stabilized sand/cement slurry mix to completely fill the excavation hole to the depth of the existing pavement. Where possible the core plug removed to access the pothole will then be cleaned and coated with epoxy resin around the outside surface of the plug and replaced in the excavation hole so that it is even with the top of the existing surface of the driveway, walkway, or street. TDS work is subject to review, approval, repair, and modification of technique if not to City street opening and repair standards upon review by the Director of Public Works or his designee.

c. Any damage caused by TDS or its subcontractor(s) to a properly marked utility, or for work done without a prior locate being completed, shall be repaired, replaced, and restored by or at TDS's sole financial responsibility.

4. Construction Within the Right-of-Way. TDS shall utilize and follow the City's utility permitting procedure and requirements for the initiation of any street opening, excavation, or other work by TDS or its subcontractor(s) within any of the City's rights-of-way. Applications shall be submitted through the City Public Works Department and in a manner otherwise consistent with locate requests to further efficiency and coordination of work schedules and expectations.

a. Traffic control plans shall be submitted related to any collector or arterial street, when street closures are anticipated or flagging operations are being used, or at the Director of Public Works or his designee's request. The time and cost of permit review, which shall be TDS's responsibility, will depend on the scope and area of submittal. Submittals may be by assessment district or smaller.

b. TDS shall locate Network Facilities below grade within the right-of-way unless permitted to do otherwise in writing by the Director of Public Works or his designee.

c. Permits for the location of Network Facilities within City rights-of-way shall be non-exclusive.

d. TDS shall relocate any Network Facility at its sole expense should the City request it as reasonably necessary for any City project, right-of-way repair, or reconstruction.

e. Permits shall include the obligation of TDS to timely repair the right-of-way following the street opening to City standards subject to the review and acceptance by the Director of Public Works or his designee.

5. Restoration. TDS shall restore any damage to rights-of-way caused by excavation; utility pole installation (where permitted); or otherwise caused by TDS, Network operations, or the installation, repair, or maintenance of Network Facilities pursuant to the necessary City permit and subject to review and acceptancy by the City through the Director of Public Works or his designee. TDS shall use commercially reasonable efforts to restore boulevards (also referred to as terraces or parkways) within the rights-of-way and any private property so damaged within fourteen days of boring and setting of handholes and/or pedestals, subject to factors beyond its reasonable control and with consideration given to the amount of restoration needed. When reasonably possible, hard surface restoration shall be completed within thirty days. Extensions may be granted on a case-by-case basis. TDS shall use reasonable efforts to provide owners notice of upcoming construction activity in abutting rights-of-way or utility easements. Following such notice, TDS will not be required to repair, replace, or restore any personal property of a property owner that was improperly located in a right-of-way or utility easement.

6. Work Hours. TDS shall honor the following work hours limitations. Expanded hours may be authorized on a limited basis upon request made to the Director of Public Works or his designee.

a. Non-Boring Construction Hours. All non-boring construction-related activities including, but not limited to, aerial construction, pulling cable, splicing, and clean-up work may be performed between 7:00 a.m. and 7:00 p.m., Sunday through Saturday.

b. Boring Construction Hours. All boring must usually be performed between 7:00 a.m. and 7:00 p.m., Monday through Friday. Boring may be allowed on a limited basis on Saturdays with written City approval. No work shall occur on the following holidays observed by the City:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Eve Day
- Memorial Day
- Labor Day
- Day after Thanksgiving
- Christmas Day

Permits

TDS will pay the City $100.00 per permit application for the costs to handle permit review, utility locates, inspections or televising directly caused by the installation of Network Facilities. Parties shall discuss and monitor capacity to ensure the City can meet the projected three (3) day turn- around on completion of locates from the time of application. The Parties further agree as follows:

1. Drawings. The sample drawings attached as Exhibit B set forth in sufficient detail the type of information TDS will generally be required to submit to the City to obtain a construction permit. TDS shall be responsible for complying with local and state regulations applicable to permit standards and shall use best efforts to submit permit applications that are complete, forthright, and accurate. The City will work in good faith to assist TDS when more information is required.

2. Applications & Approvals. The Parties shall use best efforts to facilitate accurate and prompt review of all necessary permits through timely, accurate submittal, and payments of permits and timely review and response once completed applications are submitted by TDS. The City will use best efforts to respond to complete, accurate, and paid permit applications within thirty days.

3. Network Cabinets, Pedestals, and Other Above-Ground Network Facilities. TDS shall make best efforts to locate and install Network Facilities underground. However, certain Network Facilities, including cabinets or huts (used to house equipment necessary to operate the network) are above-grade facilities. TDS shall place such above-grade facilities at a mutually agreed upon location, which may be in private easements, public utility easements, acquired property, or, if other options are not feasible and where location would not cause a public safety or maintenance concern for the City, only then in the public rights-of-way.

4. Permit Scope. An individual construction permit application may cover a large geographic area of the City consisting of up to 1,000 residential homes and/or businesses. Street opening permits may cover multiple street openings to the extent the openings are substantially similar in time, type, and scope, as reviewed and approved by the Director of Public Works or his designee pursuant to City Ordinance. TDS understands that the City may not extend permission over property not under City ownership or control.

5. Post-Construction Record Drawings. Upon completion of work in a permitted area, TDS will provide record drawings via AGOL as-builts.

Miscellaneous Provisions

1. Solicitation. TDS intends to open an office and/or warehouse within the City with local staff to support the installation, marketing, and operations of the Network. TDS may desire to conduct direct sales solicitation governed by Sheboygan Municipal Code §§ 78-26 through 78-62. TDS understands that City ordinance requires a local physical presence or registration as a transient merchant prior to any such direct sales solicitation. City agrees to consider an office and/or warehouse such a presence for up to 180 days provided a building permit or lease for a permanent office is provided to the City and to waive any prior time requirement for such a physical location in considering a direct seller permit. TDS shall obtain all necessary permits and pay required fees to the City prior to direct sales solicitation.

2. Engineering Review and Certification. If TDS desires to expedite the application and review process, the Parties agree that TDS may retain Wisconsin-licensed civil engineers or inspectors, at TDS's sole election and expense, to complete required applications, review work, and certify its accuracy or completion to state law and City Code standards. The City shall retain all final reviews and approvals.

3. Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the Project and any amendment shall be in writing and signed by both Parties.

4. 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.

5. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and TDS. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. TDS agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

6. Safety Requirements. TDS and any retained subcontractor shall be responsible for the safety of their employees at all times and shall provide all equipment necessary to insure their safety. TDS and any retained subcontractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances, and laws, whether federal, state, or local.

TDS and any retained subcontractor 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 TDS's or the subcontractor(s)'s tools and equipment from any cause whatsoever.

7. Drafting/ Interpretation. This Agreement was mutually drafted and its interpretation shall not be construed against either party in whole or in part. The Parties are experienced market participants, represented by legal counsel, and enter into this agreement fully informed and advised of their legal rights and the effects of the terms and conditions of the Agreement stated herein and executed below.

8. Communication Plan. TDS shall develop a communication plan and submit same to the City to be shared with residents having questions or concerns about the project or services related thereto. City shall direct all residents with questions or concerns about the project to TDS' customer service Triage Team at 1-855-259-8576.

9. Notices. Parties shall maintain a primary contact for ease and efficiency of communication. TDS and any installer(s) utilized by TDS shall each have a primary contact available to the City and public by phone and website. Parties shall notify the other if the primary contact is changed. Any Notices required or permitted to be provided under this agreement shall be served upon the parties in writing and mailed, emailed, or by personally delivered as follows:

City of Sheboygan
Attn: David Biebel, Director of Public Works
2026 New Jersey Ave.
Sheboygan, WI 53081
(920)
David.Biebel@sheboyganwi.gov

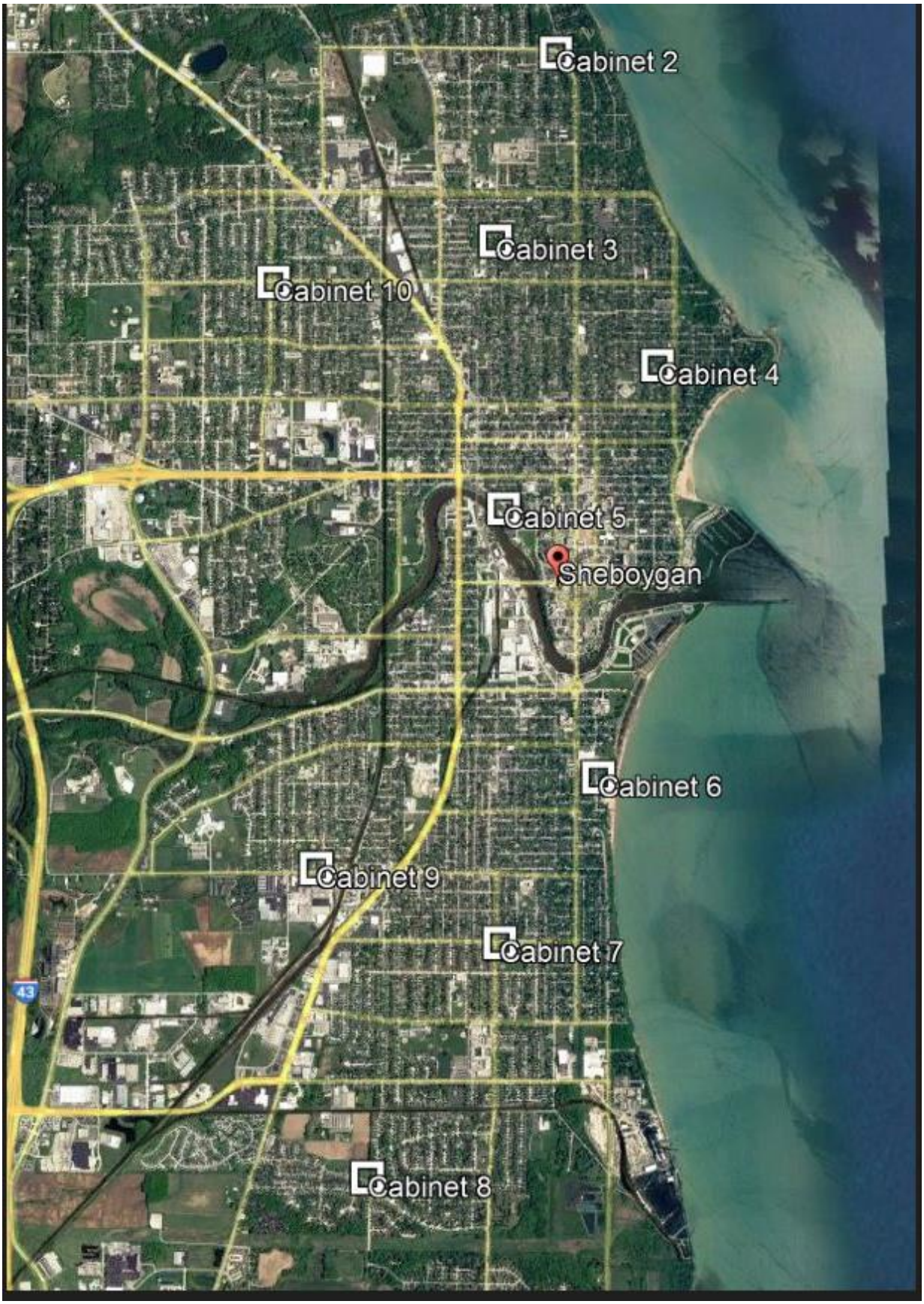
TDS Metrocom, LLC

(Installer/ Subcontractor)

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

CITY OF SHEBOYGAN, WISCONSIN	TDS METROCOM, LLC.
BY: _____ Ryan Sorenson, Mayor	BY: _____
ATTEST: _____ Meredith DeBruin, City Clerk	ATTEST: _____
DATE: _____	DATE: _____

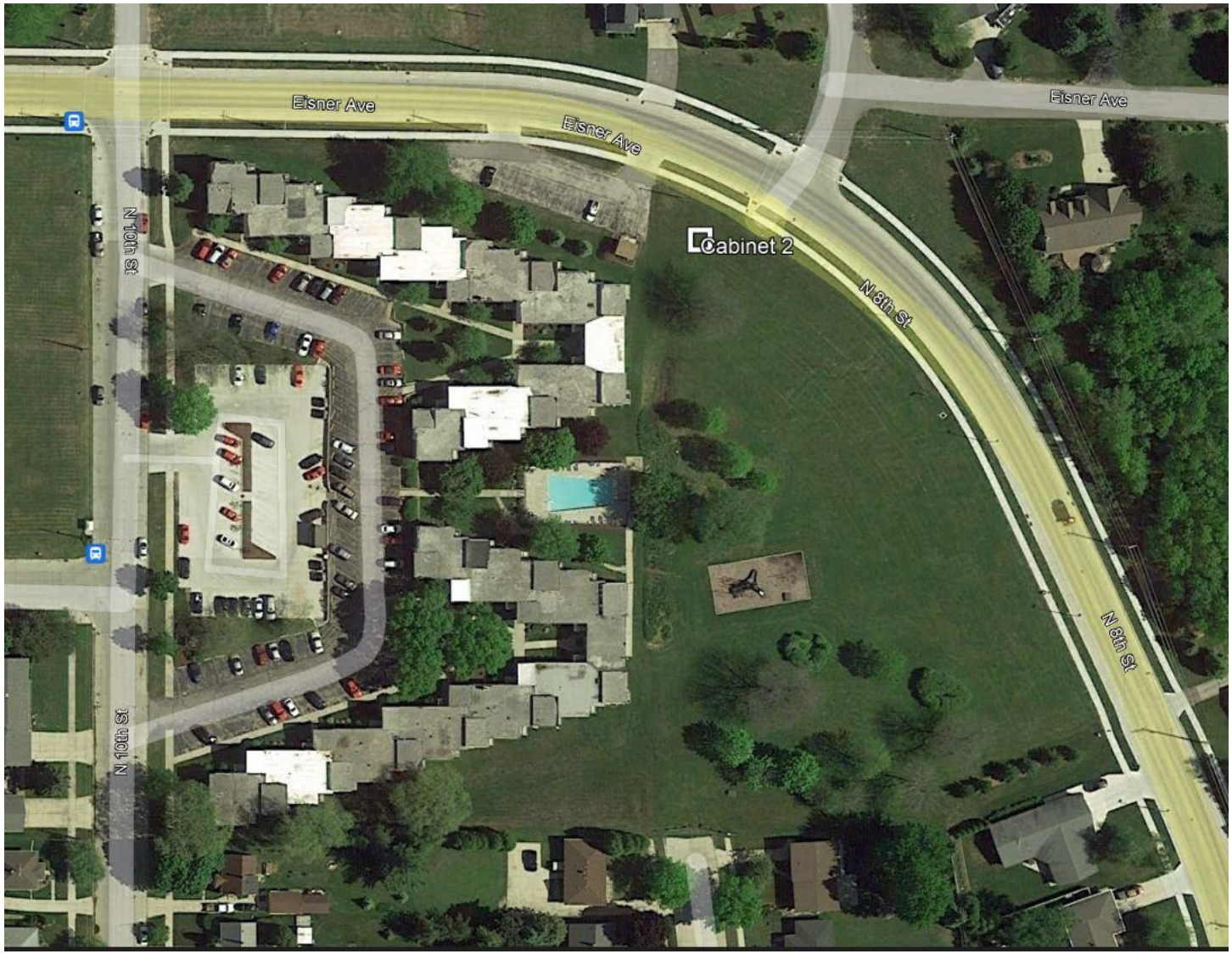
EXHIBIT A


Cabinet 2
Cabinet 3
Cabinet 10
Cabinet 4
Cabinet 5
Sheboygan
Cabinet 6
Cabinet 9
Cabinet 7
43
Cabinet 8

Cabinet 1 Location



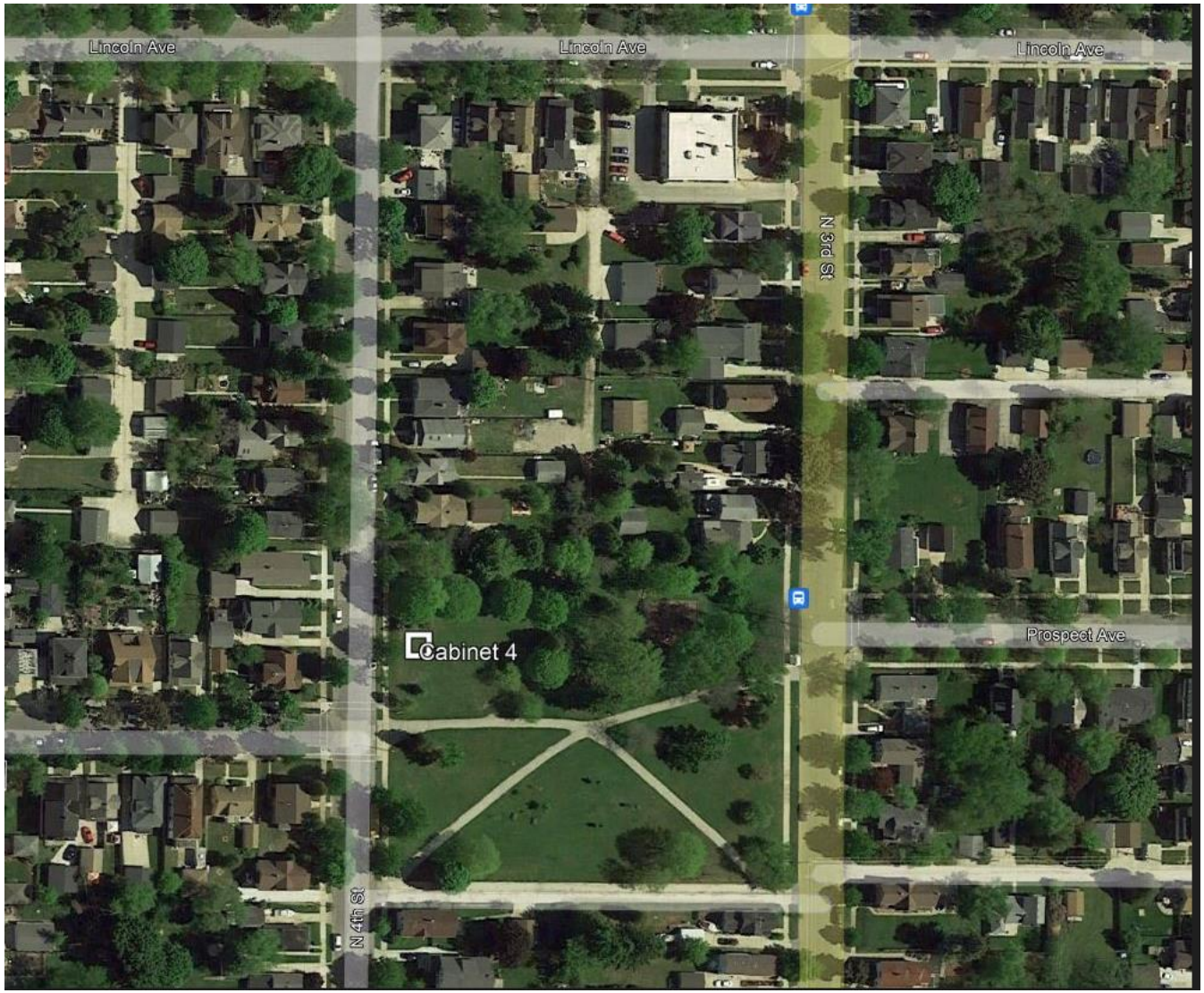
Cabinet 2 Location



Cabinet 3 Location



Cabinet 4 Location



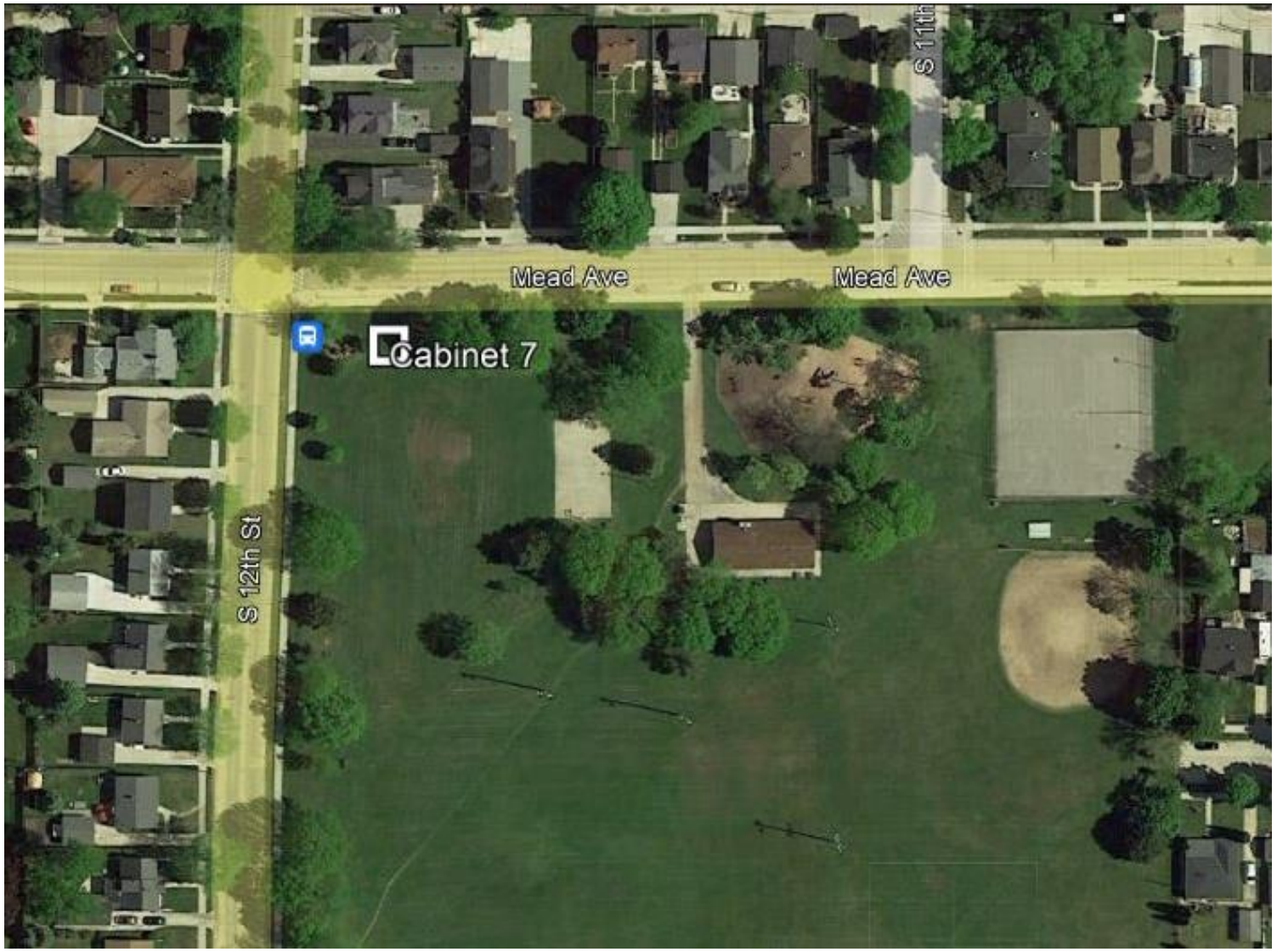
Cabinet 5 Location



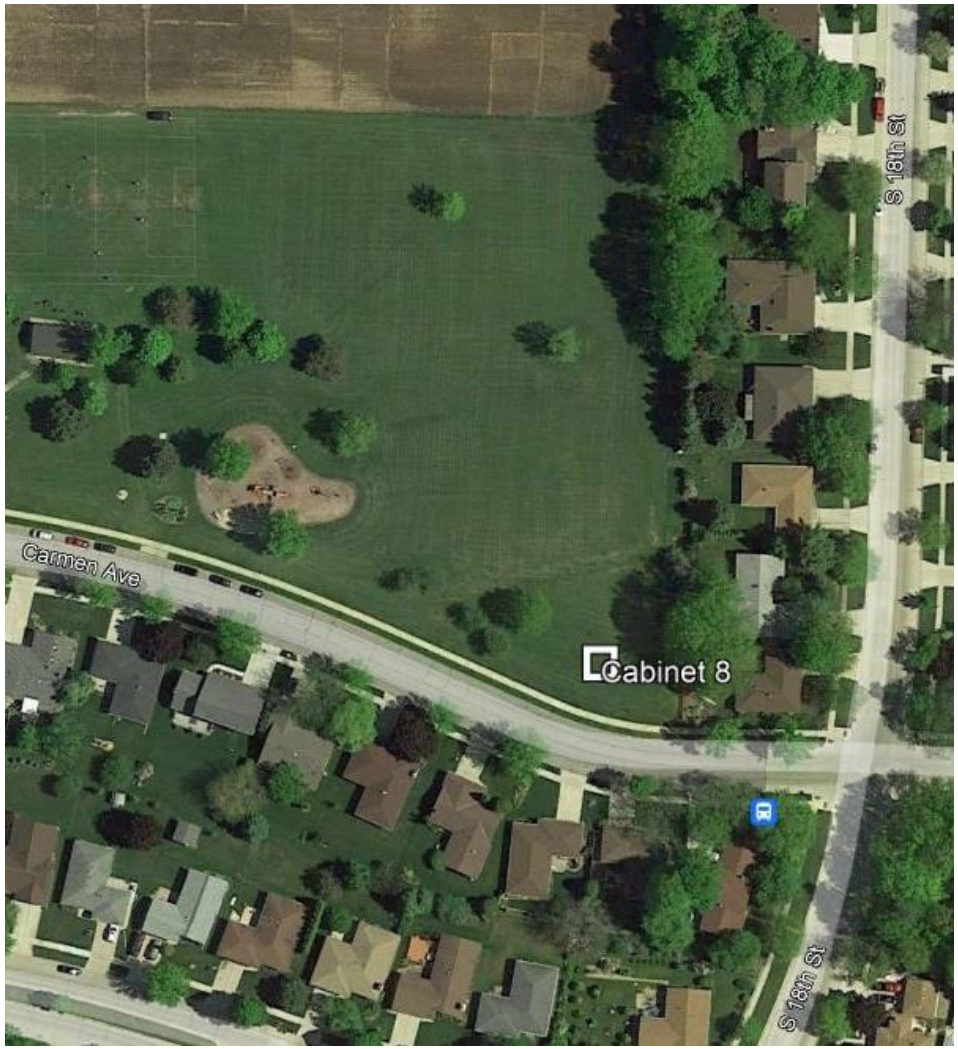
Cabinet 6 Location



Cabinet 7 Location



Cabinet 8 Location



Cabinet 9 Location



Cabinet 10 Location



Cabinet Style



PROJECT NO. PRJ000##### TEL. CO. Company Name EXCHANGE Exchange Name

BM20 Unit Detail Typical Drawing

Dual bay "Viking" cabinet mounted
on a poured in place concrete slab.

The unit pricing provided below details what is included in the BM20 unit and should only be considered as "estimated" amounts. Compensation for the BM20 unit will not be altered unless the estimated amounts are grossly underestimated. Compensation for the BM20 unit will not be altered unless approved prior to performance.

The BM20 unit is an all inclusive unit that covers site preparation, new equipment transport and placement, all electrical work between the new dual bay cabinet and the meter pedestal and final work site restoration. All required materials are to be included as a part of this unit excepting the new dual bay cabinet, the BH–1 handhole and lid and ground bar being placed inside the new BH–1 handhole. Those materials will be ordered and supplied by TDS.

Cable splicing and the materials related to cable splicing are not included in the BM20 unit.

Key

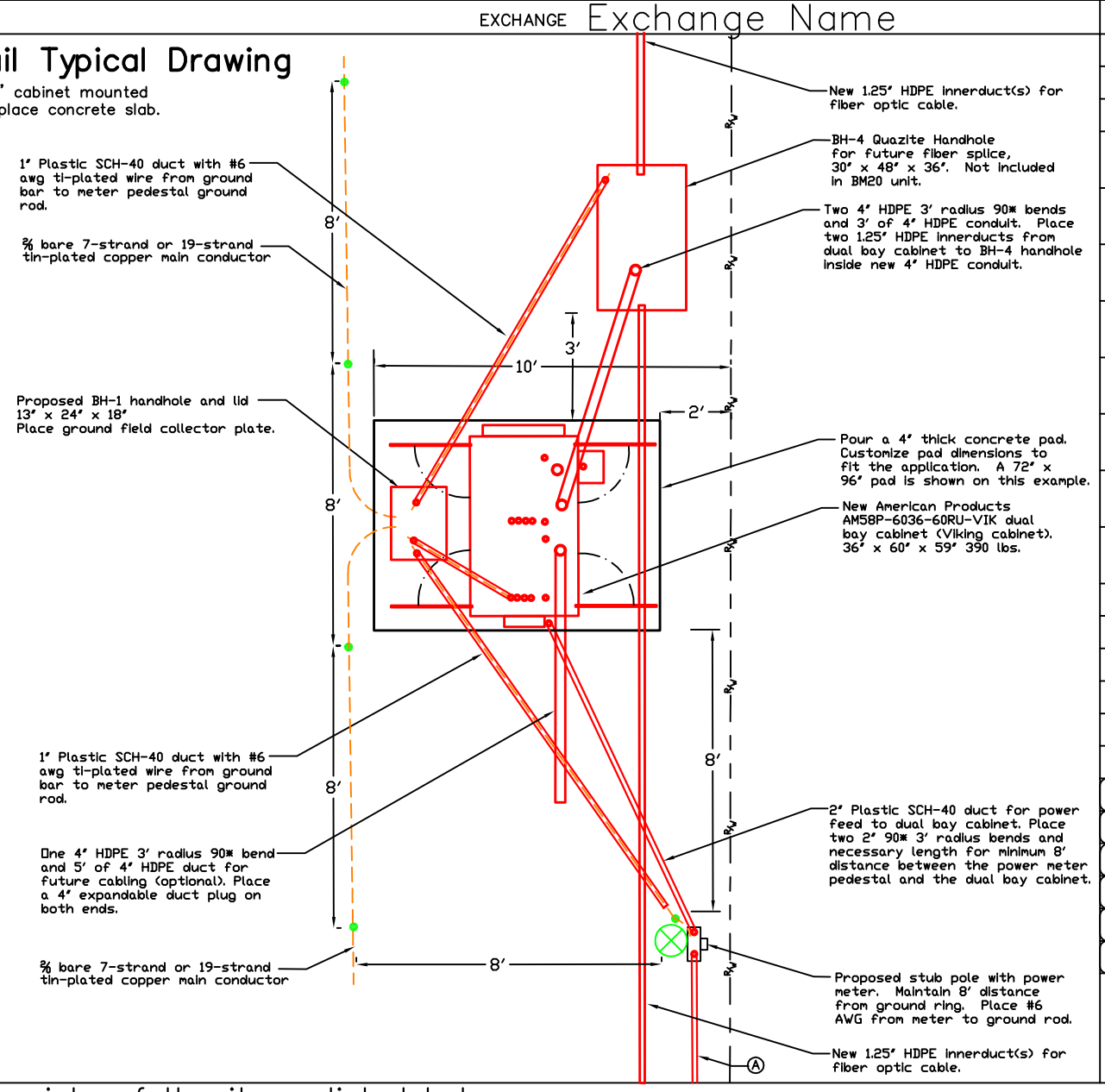
- Proposed ⅝" x 8' ground rod.
- 2/0 bare strand tin-plated copper main conductor.
- 1" Plastic SCH-40 duct for #6 AWG tin-plated wire from power ground to ground collector plate.

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2" Plastic SCH-40 duct to power source for 100A/240V single phase 60HZ service. The cabinet should be wired with four wire THWN-2. #1 AWG copper (Black, Red, White, Green). Galvanized rigid conduit is preferred if the power feed is entering the meter pedestal above grade. If the power is entering the meter pedestal below grade, use SCH40 plastic duct instead. Contact the local power company in advance to confirm if they will use what is proposed. They may prefer to provide and place their own materials instead to enter the meter pedestal.

Construction Notes

1. This node placement example shows placement of a dual bay cabinet within the limits of existing road right–of–way. Placement details may need to be modified to accomodate "real world" conditions.
2. This example shows installation of the new dual bay cabinet atop a "typical" poured concrete slab within the road right–of–way.
3. The tabbing information provided below is meant to show "typical" units and hourly labor that is expected to be needed for site preparation and construction within the road right–of–way. Modify as needed for each individual site.
4. The new BH–4 handhole is not part of the BM20 unit. It needs to be placed anywhere within a 50 foot radius of the new dual bay cabinet. The location shown on this drawing is "best case" scenario.



ROUTE	##–9000
SHEET	1 OF #
EX. ROUTE	
MAP REF.	##
COUNTY:	
TOWNSHIP:	
TOWN	
RANGE	
SECTION	
MUNICIPALITY:	
ROAD NAME:	
TAX DISTRICT:	
STAKED BY:	
DATE:	
AS BUILT:	
DATE:	
WBS:	TC–#######
FILENAME:	

DATE	START	COMPLETE
CONST		
Ssplicing		
CUTOVER		
CLEAN UP		
INSP		

NOT TO SCALE

N

TDS

POLES / PEDS

BM20 Unit consists of the items listed below

POLE/PED NUMBER TEL CO	POLE/PED NUMBER FOR CO	LEAD HEIGHT	POLE LENGTH CLASS	YEAR SET	YEAR REM	JOINT %	JOINT W/	BFCTV(1)(1) SCH–40 w/#6AWG	BFCTV(1)(1) SCH–40 w/#6AWG	BFCTV (2/0 wire)	BFCTV(1)(4")	BFCTV(1)(2") SCH–40	BFCVI (2)(1.25")		BH–1 LO		BM2(⅝)(8)	Ground connector plate	BA23	BD3 LO				1.25" Expandable duct plug	4" Expandable duct plug		BM 73 concrete slab (sq ft)		TDR00 Backhoe	TDR01 Dump Truck	TDR02 Pick-up Truck	TDR16 Personnel Skilled	TDR17 Personnel Unskilled	TDR18 Foreman			
Node site										35							4											8	8	8	8	8	8			
Dual bay cabinet									4		20		20										1	4		48											
Grounding Handhole															1			1																			
Meter pedestal								15				10					1		1	1																	
BH4 Handhole								15																													
TOTALS								30	4	35	20	10	20	#	1	#	5	1	1	1	#	###	##	1	4	#	48	###	8	8	8	8	8	8	###	###	#

PROJECT NO. PRJ000##### TEL. CO. Company Name EXCHANGE Exchange Name

Ground Field Diagram and Notes (Generic) – Macro Cabinet

ROUTE	##–9000
SHEET	2 OF #
EX. ROUTE	
MAP REF.	######
COUNTY:	
TOWNSHIP:	
TOWN	
RANGE	
SECTION	
MUNICIPALITY:	
ROAD NAME:	
TAX DISTRICT:	
STAKED BY:	
DATE:	
AS BUILT:	
DATE:	
WBS:	TC–#########
FILENAME:	

DATE	START	COMPLETE
CONST		
SPLICING		
CUTOVER		
CLEAN UP		
INSP		

NOT TO SCALE

Ground Rod Specifications

1. All ground rods are to be a minimum ⅝" diameter copper plated steel.
2. All ground rods are to be a minimum of 8' in length. All ground rods at the site should be equal in length. Placement depth should not exceed 20'.
3. The minimum spacing between ground rods is to be 8' or two thirds the length of the rod (whichever is greater).
4. All ground rods must be driven a minimum of 24" below final grade.
5. All ground rods must be driven a minimum of one half their length below the frost line of the region.

Primary Ring Conductor

1. The conductor shall be soft drawn tin plated copper (95% conductance upon annealing).
2. The conductor should be 2/0 bare strand wire.
3. Conductor wire placement is to be done minimizing sharp bends and angles.
4. Conductor wire shall be placed in one continuous piece if possible.
5. In cases where a ring configuration is not possible, a linear chain may be substituted on opposing vectors from the cabinet.
6. The conductor shall be placed at a 20" minimum depth below final grade.
7. Maintain a minimum 8' distance from the nearest non–interacting metallic element such as other ground fields, electrical cables or electrical conduits. Where electrical voltages exceed 480V, additional spacing is required.

Ground Field Connections

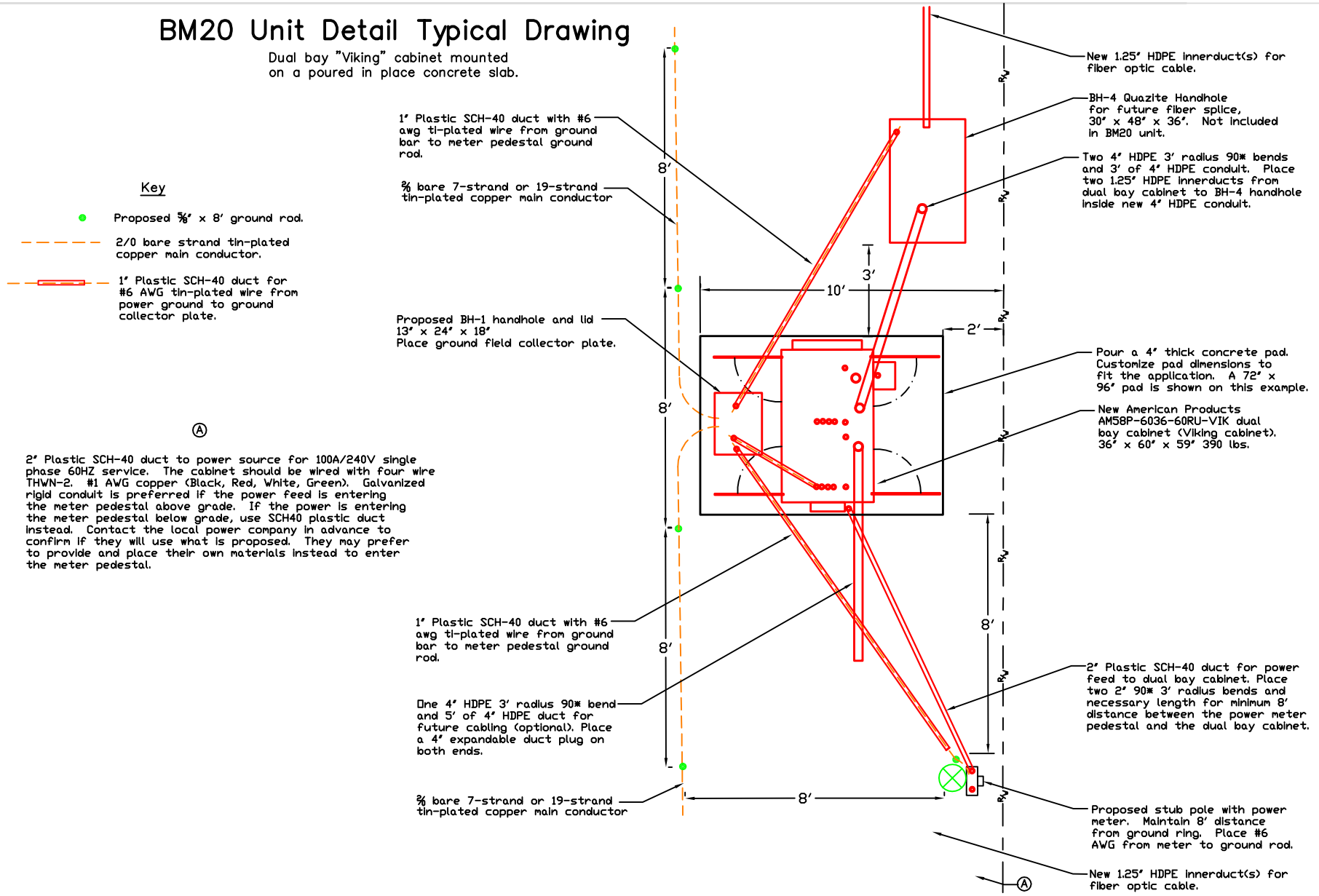
1. The ground rod to primary ring conductor shall be made with an exothermic weld making use of a mold specific to the application being welded. Non–molded exothermic welds are not permitted.
2. All welds are to be made using the mold manufacturer's procedures.
3. The primary conductor to ground field collector plate shall be made with a Thomas and Betts compression lug matching the size and type of conductor. A minimum 10T crimping tool must be used for all grounding connections.
4. All fasteners shall be of either 18–8 or 316 series stainless steel torqued to the approximate specification for the fastener using flat washers on both sides of the fastener assembly and a split washer on the nut–end of the fastener. Lock–nuts are not permitted.
5. All connections are to be made with a bolt passing through the ground plate and lug consisting of a bolt, two flat washers, a split–ring and nut.
6. All torqued fasteners shall be marked with torque marks on top of each nut with black paint.
7. The nut–side of the fastener assembly shall be accesible for inspection whenever possible.

Ground Ring Collector Plates

1. The minimum size is to be 10" x 2" x ¼" tin coated copper buss plate with landings for ¼" x ⅝" and ⅜" x 1" lugs.
2. No alterations to the ground plate are to be made.
3. Isolation cherries are required on the connections to the concrete handhole or BH–1 handhole.
4. The grounding test plate is to be placed inside a concrete enclosure. The recommended solution is use of Quazite 13" x 24" x 18" handhole.
5. The enclosure housing the collector plate must be placed atop a minimum of 8" of pea gravel to assure proper drainage.

BM20 Unit Detail Typical Drawing

Dual bay "Viking" cabinet mounted on a poured in place concrete slab.



Key

- Proposed ⅝' x 8' ground rod.
- 2/0 bare strand tin-plated copper main conductor.
- 1' Plastic SCH-40 duct for #6 AWG tin-plated wire from power ground to ground collector plate.

Ⓐ

2' Plastic SCH-40 duct to power source for 100A/240V single phase 60HZ service. The cabinet should be wired with four wire THWN-2. #1 AWG copper (Black, Red, White, Green). Galvanized rigid conduit is preferred if the power feed is entering the meter pedestal above grade. If the power is entering the meter pedestal below grade, use SCH40 plastic duct instead. Contact the local power company in advance to confirm if they will use what is proposed. They may prefer to provide and place their own materials instead to enter the meter pedestal.

Viking Cabinet Attachment to Ground Ring Collector Plate

A single conductor connection between the ground strip inside the cabinet and the ground ring collector buss shall be made using 4awg green insulated copper wire if the site does not involve a tower. If a tower is part of the construction, a dual conductor connection is needed. The single conductor connection wire to be used ships with the cabinet.

1. Conductors attaching the cabinet to the ground collector buss shall be placed inside 1" non–metallic conduit where the path to the collector buss runs through earth.
2. Connections to fixtures outside the cabinet (such as cross–connect cabinets or towers) must be made directly to the collection buss.
3. All ground collections made above or below grade must be collected on the tinned copper buss collector plate. It is not permissible to collect grounds on a steel or galvanized surface (Exception: The cabinet ground for the Viking cabinet).

   * No ground conductors may pass through a completely enclosed metallic structure.

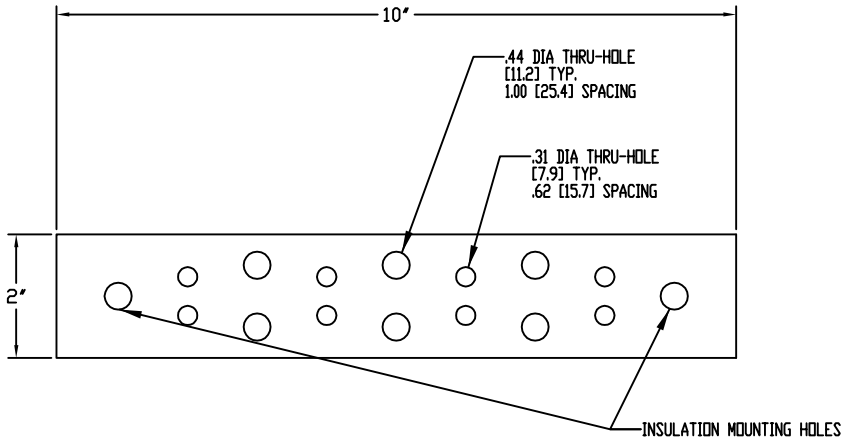
   * A minimum bend radius of 6" must be maintained for all conductors.

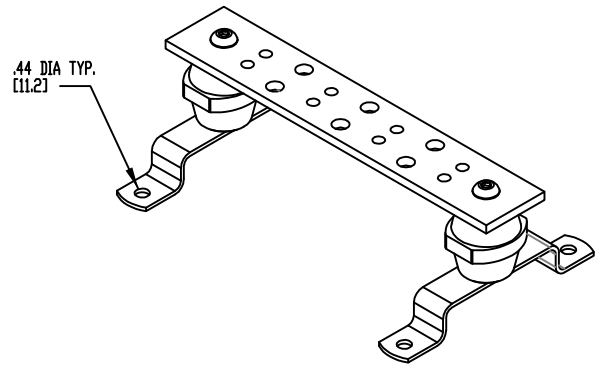
AC Service and Load–Center Interconnectivity

1. NFPA 70 requires the utility to have a separate ground field than the telecom ground field with a minimum of two ⅝" ground rods placed 8' apart. Non–reversible connections to the top of each ground stake is required NEC, although cad welding is recommended.
2. NFPA 70 Section 20017–800.100(D) now requires a minimum of a 6awg connection between the ground field and the utility ground when the ground rods are within a 25' radius of each other.
3. The best practice would be to bring the #6 awg for the utility bond to the ground collector buss through a length of conduit using a compression lug on the buss. This will allow for future removal to test the ground field.
4. A minimum of 8' between the closest ground–stake of the utility ground and the telecom ground must be maintained.

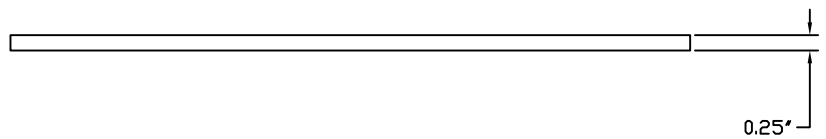
PROJECT NO. PRJ000xxxxx TEL. CO. Company Name EXCHANGE Exchange Name

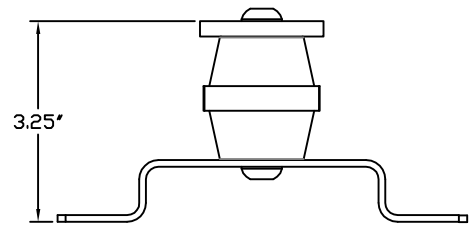
Panduit Grounding Buss Bar Drawing – Part Number GB2B0304TPI-1





1. The kit comes fully assembled.
2. The kit includes the buss bar, mounting brackets insulators and mounting hardware.
3. The kit meets BCSI/J-STD-607-A specifications.
4. Global Trade ID Number 00074983659265.





ROUTE	##-9000
SHEET	3 OF #
EX. ROUTE	
MAP REF.	##
COUNTY:	
TOWNSHIP:	
TOWN	
RANGE	
SECTION	
MUNICIPALITY:	
ROAD NAME:	
TAX DISTRICT:	
STAKED BY:	
DATE:	
AS BUILT:	
DATE:	
WBS:	
FILENAME:	

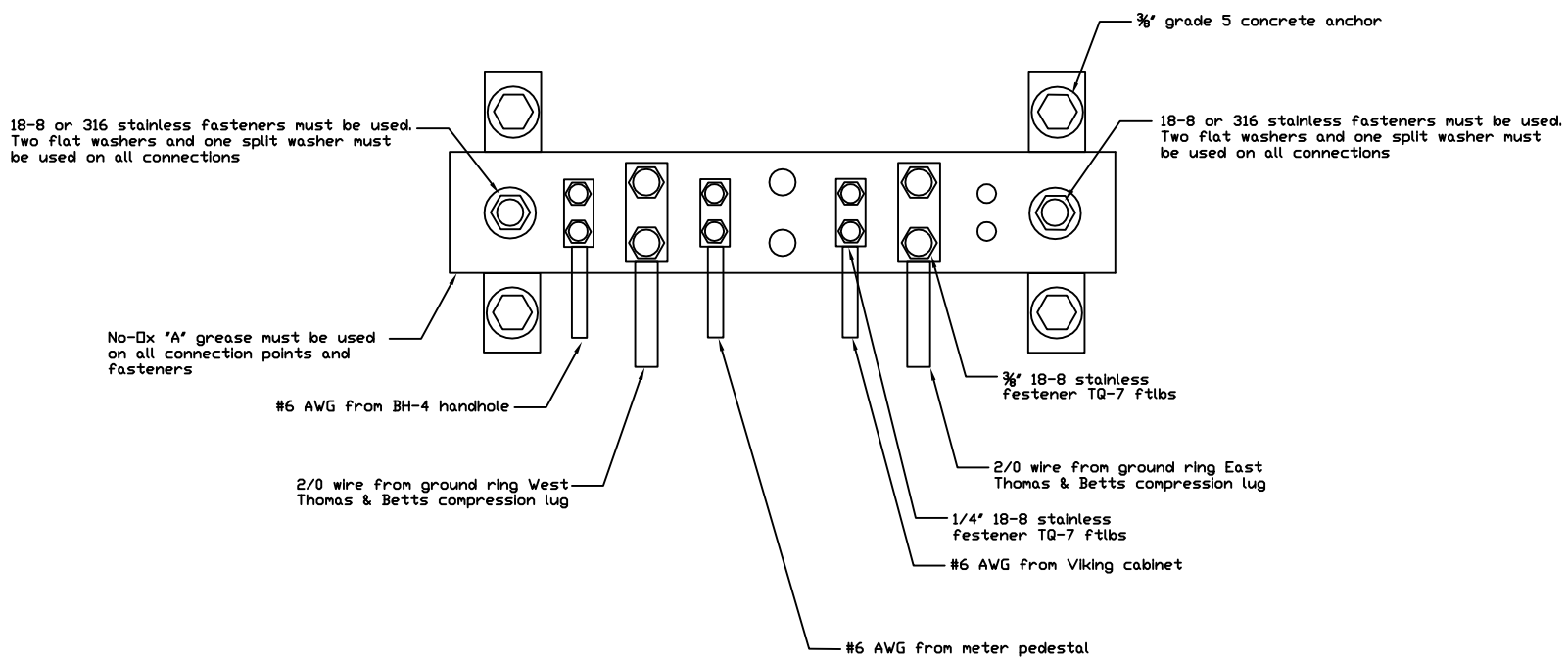
DATE	START	COMPLETE
CONST		
SPLICING		
CUTOVER		
CLEAN UP		
INSP		

NOT TO SCALE

N

TDS

Grounding Bar Assignments – These may be reversed if necessary



PROJECT NO. PRJ000xxxxx TEL. CO. Company Name EXCHANGE Exchange Name

NODE CABINET DETAIL

AM58P-6036-60RU-VIK

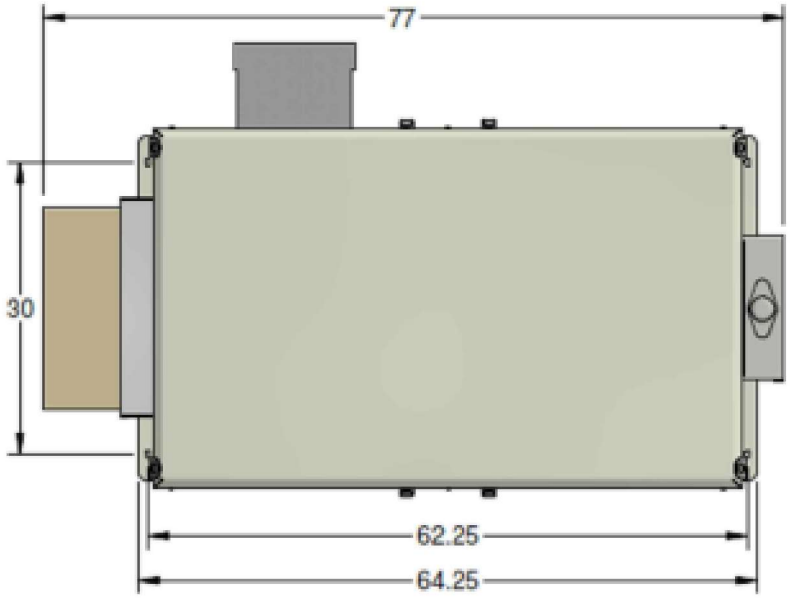
NOTE:

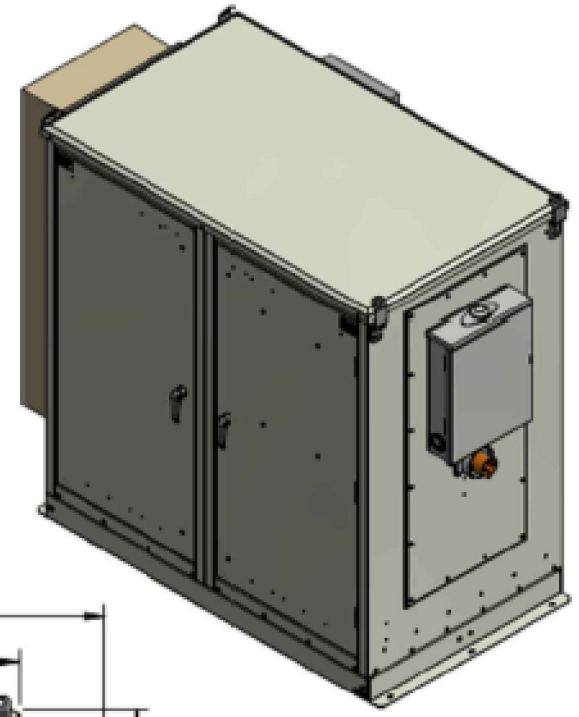
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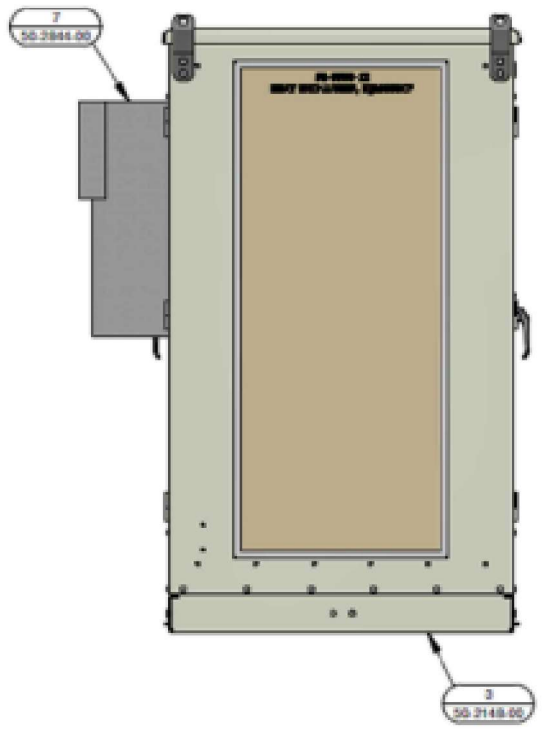
1- Both Quad Recep outlets are to be wired SEPERATE to 20amp breakers on RIGHT Side of Load Center, under generator breaker.

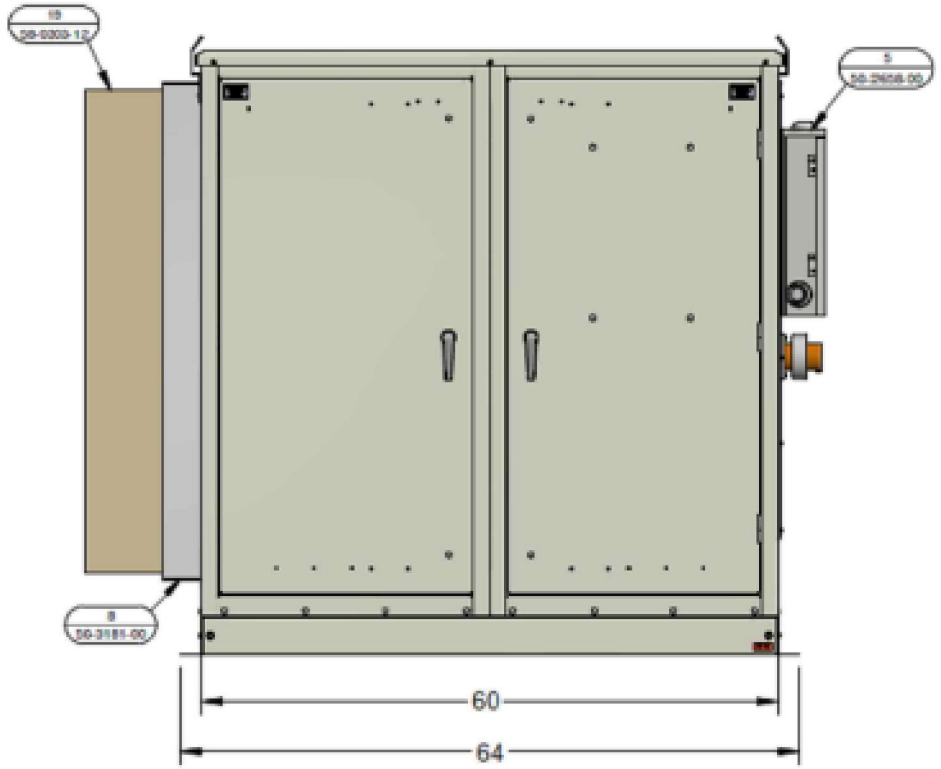
2- ADD 8-10" of slack from Quad Receps to J-Box; Per Customer Request.

3- Customer Request to leave LEFT Side of Load Center OPEN for 2-Pole Breakers for the Power Bay (we do NOT supply these breakers).

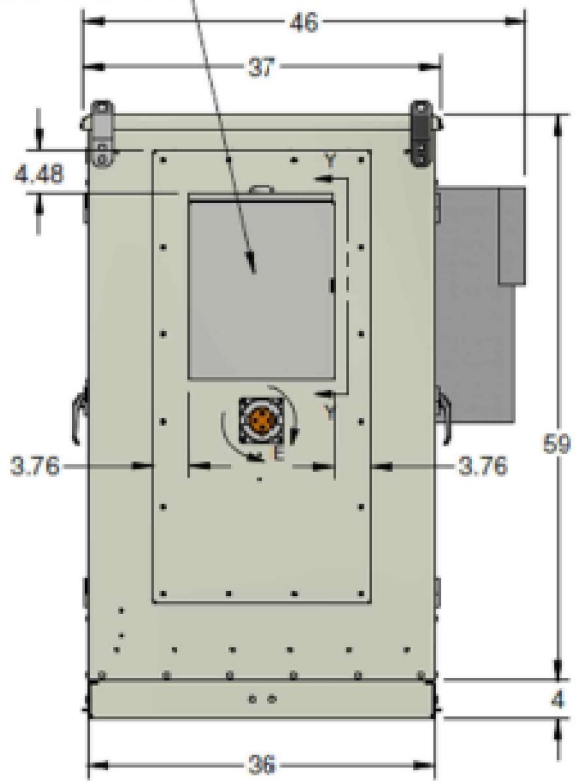


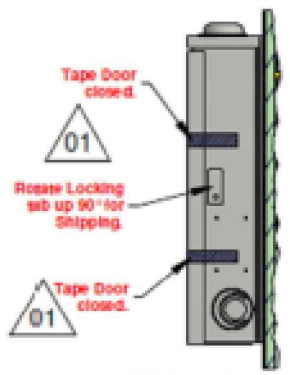






01
SEE NOTES 1 thru 3 before WIRING!





DETAIL AA



DETAIL E

ROUTE	##-9000
SHEET	4 OF #
EX. ROUTE	
MAP REF.	##
COUNTY:	
TOWNSHIP:	
TOWN	
RANGE	
SECTION	
MUNICIPALITY:	
ROAD NAME:	
TAX DISTRICT:	
STAKED BY:	
DATE:	
AS BUILT:	
DATE:	
WBS:	
FILENAME:	

DATE	START	COMPLETE
CONST		
SPLICING		
CUTOVER		
CLEAN UP		
INSP		

NOT TO SCALE

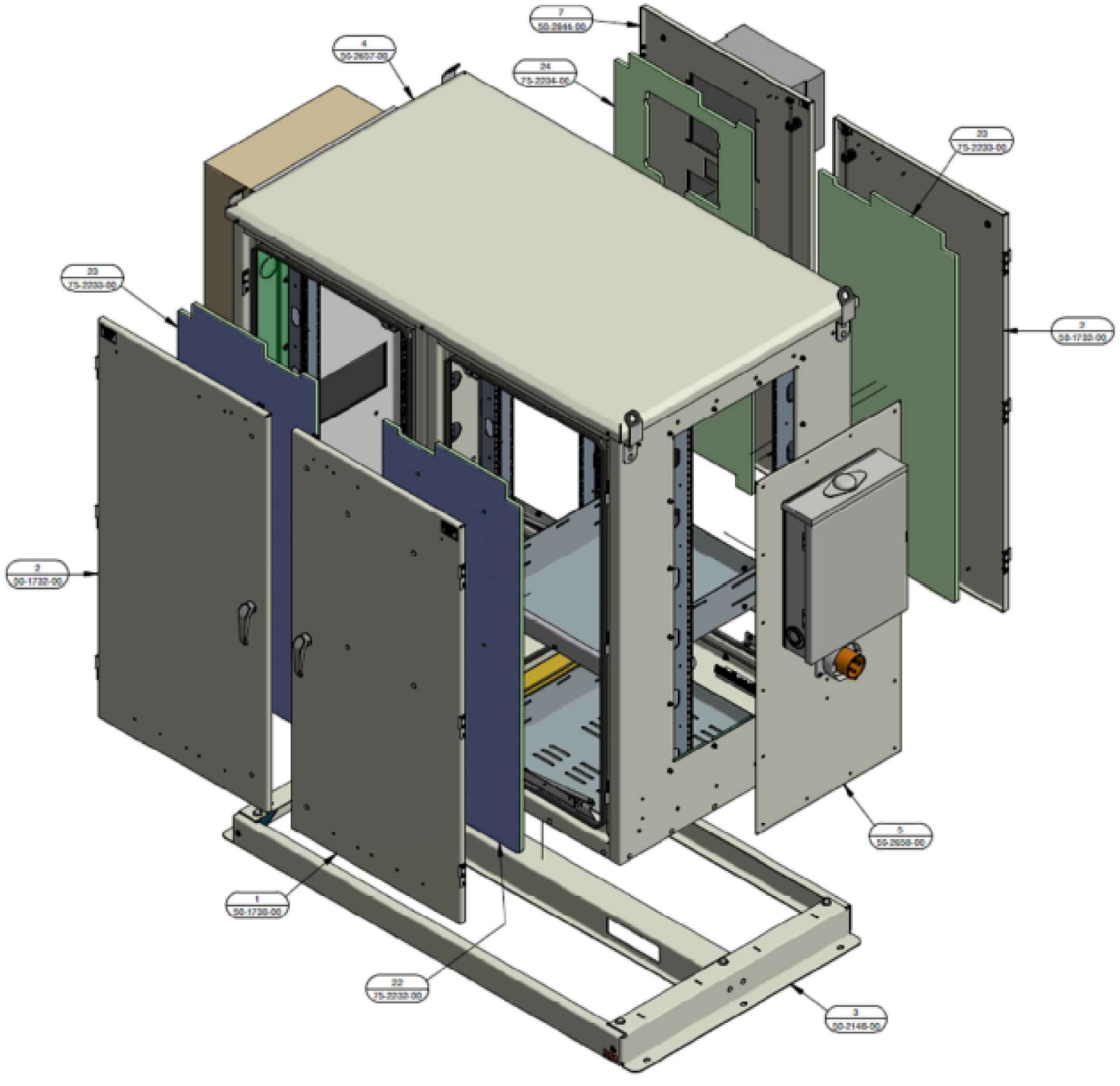
N

TDS

PROJECT NO. PRJ000xxxxx TEL. CO. Company Name EXCHANGE Exchange Name

NODE CABINET DETAIL

Parts List			
ITEM	QTY	PART NUMBER	DESCRIPTION
1	1	50-1739-00	FRONT DR ASSY F/58" MOD
2	2	50-1732-00	MOD DOOR ASSY 30 X 58
3	1	50-2148-00	36R 60K 4 IMP SP
4	1	50-2657-00	AMbb6P-6036-60RU-TDS
5	1	50-2658-00	AMbb 84P LOAD CENTER PNL
6	1	50-2775-00	BATTERY TRAY 2636 23RR
7	1	50-2846-00	REAR DR ASSY F/58" MOD
8	1	50-3181-00	A/C Panel Plate ASSY
9	1	50-3313-00	BATTERY TRAY 2636 23RR
10	1	52-0073-00	115V J-BOX ASM (GFCI)
11	13	55-3003-06	Nut Hex SS 1/4-20
12	4	55-3003-11	Nut Hex SS 10-32
13	16	55-6006-03	Screw HHCS SS 1/4-20 x 3/4
14	32	55-8001-00	Washer Split Ring SS 1/4
15	4	55-8001-07	Washer Split Ring SS #10
16	4	55-8003-00	Washer Flat SS #10
17	12	55-8003-05	Washer Flat SS 1/4
18	16	55-8013-00	1/4" SEALING WASHER
19	1	58-0003-12	HEAT EXCHANGER 48V DC, 1Q10008CT
20	2	75-2039-00	AMbb 3036 SIDE INSUL.
21	2	75-2031-00	INSULATION CEILING PANEL 3036
22	1	75-2033-00	INSL - FRONT DOOR 36X58
23	2	75-2033-00	INSL - REAR DOOR 36R58
24	1	75-2034-00	INSL - FRONT DOOR 30X58
25	4	80-6279-00	INNER ADPT PLT MW
26	4	80-6279-00	MNT BRKT MW
25	16	90-0017-06P	1/4-20 x 1.00 SS SECURITY BOLT



ROUTE	##–9000
SHEET	5 OF #
EX. ROUTE	
MAP REF.	##
COUNTY:	
TOWNSHIP:	
TOWN	
RANGE	
SECTION	
MUNICIPALITY:	
ROAD NAME:	
TAX DISTRICT:	
STAKED BY:	
DATE:	
AS BUILT:	
DATE:	
WBS:	
FILENAME:	

DATE	START	COMPLETE
CONST		
SPLICING		
CUTOVER		
CLEAN UP		
INSP		

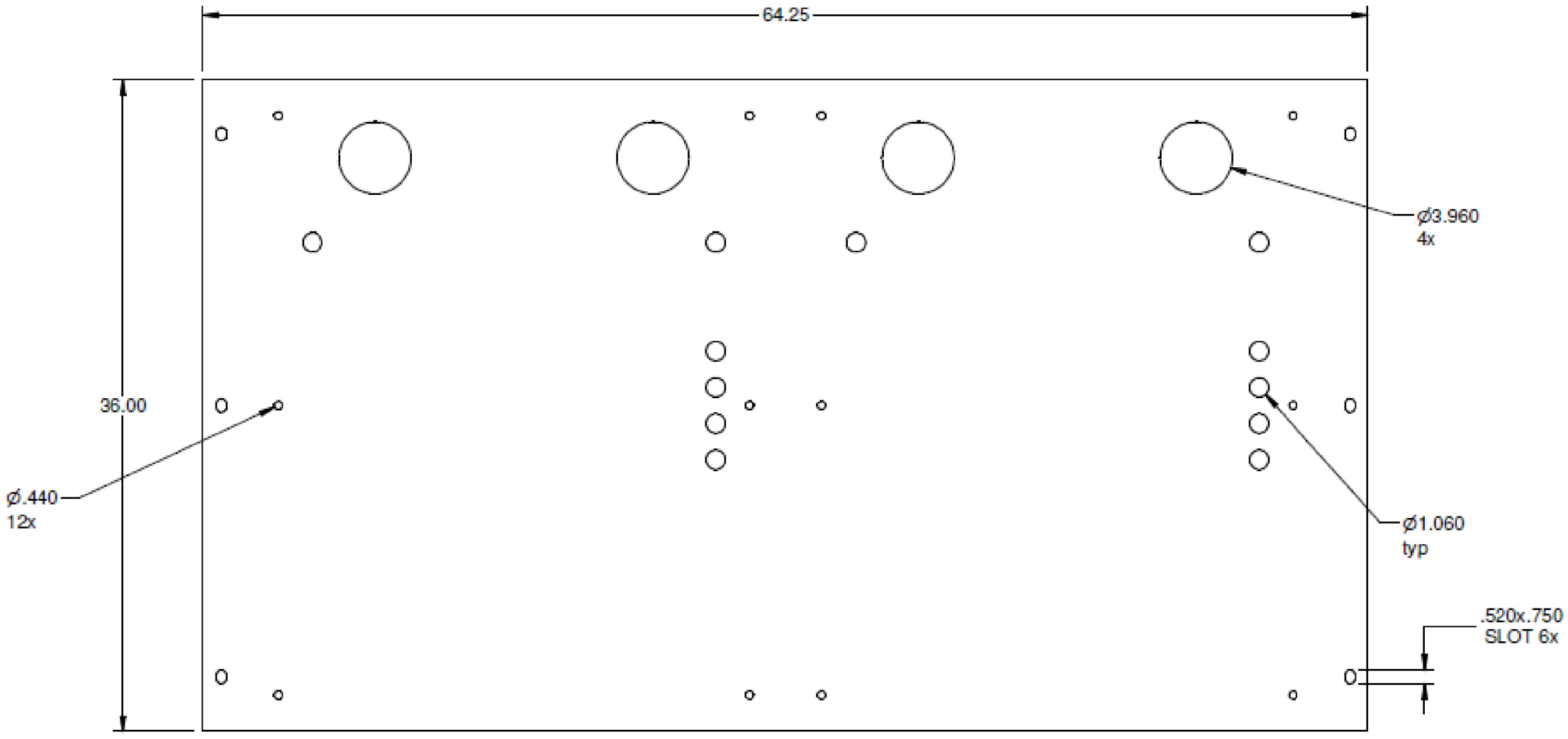
NOT TO SCALE

N

TDS

PROJECT NO. PRJ000xxxxx TEL. CO. Company Name EXCHANGE Exchange Name

FLAT PATTERN



ROUTE	##–9000
SHEET	6 OF #
EX. ROUTE	
MAP REF.	##
COUNTY:	
TOWNSHIP:	
TOWN	
RANGE	
SECTION	
MUNICIPALITY:	
ROAD NAME:	
TAX DISTRICT:	
STAKED BY:	
DATE:	
AS BUILT:	
DATE:	
WBS:	
FILENAME:	

DATE	START	COMPLETE
CONST		
SPLICING		
CUTOVER		
CLEAN UP		
INSP		

NOT TO SCALE

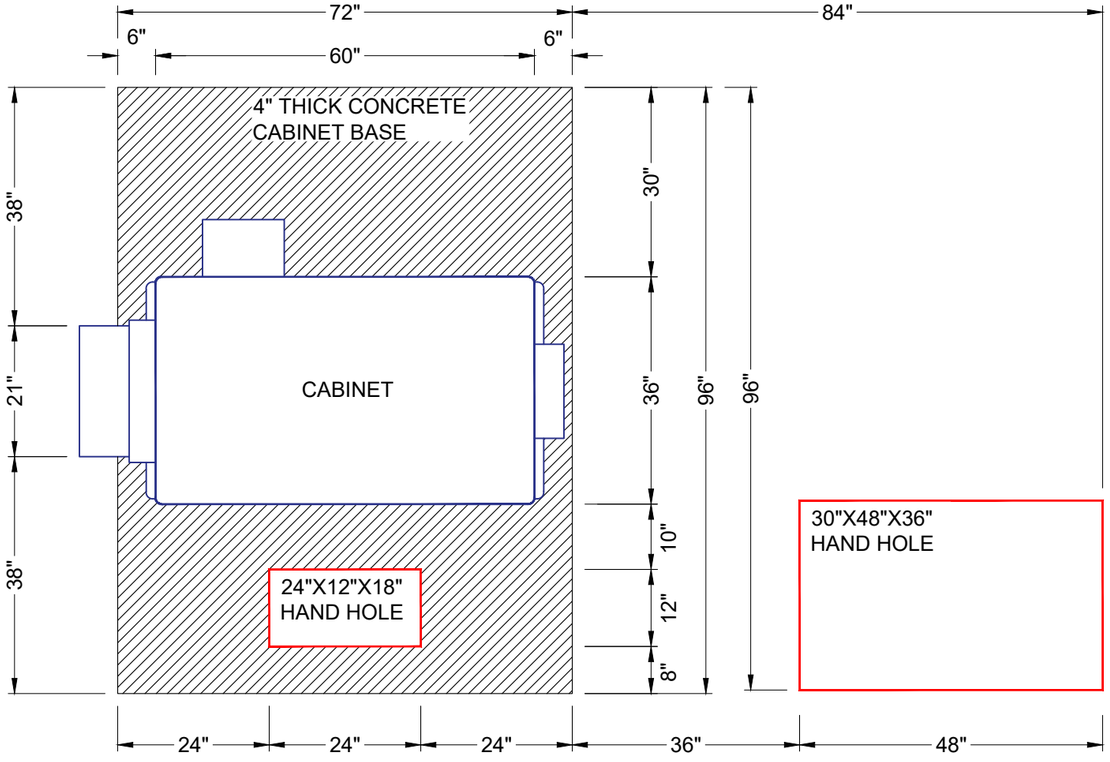
N

TDS

Dual Bay Cabinet Mounting Template - Deburr and remove all sharp edges.

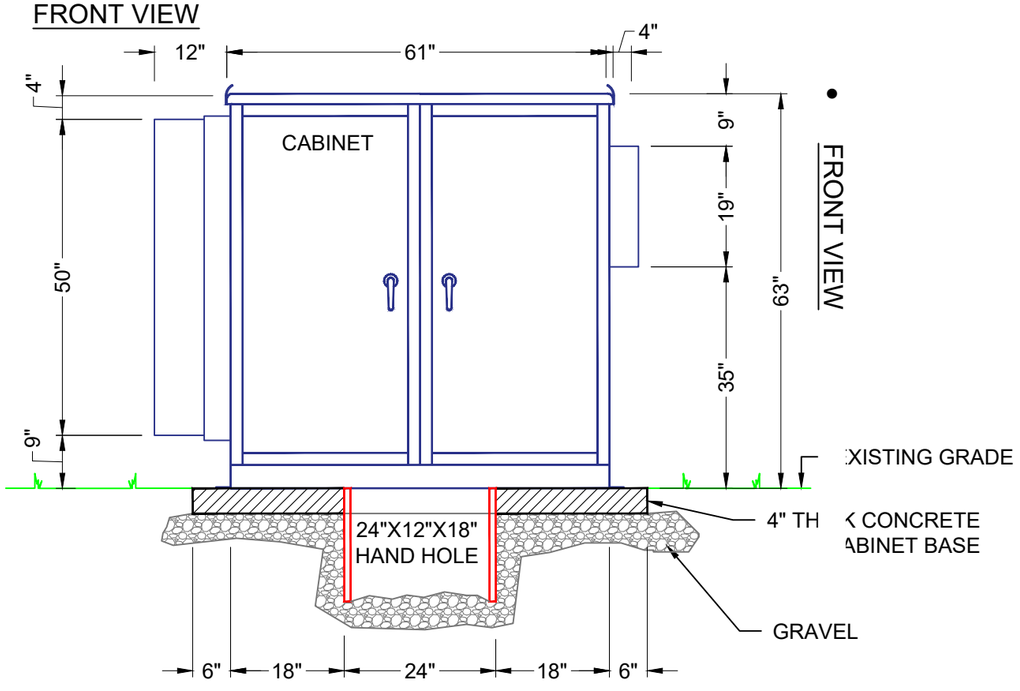
NODE CABINET DETAIL (AM58P-6036-60RU-VIK)

PLAN VIEW

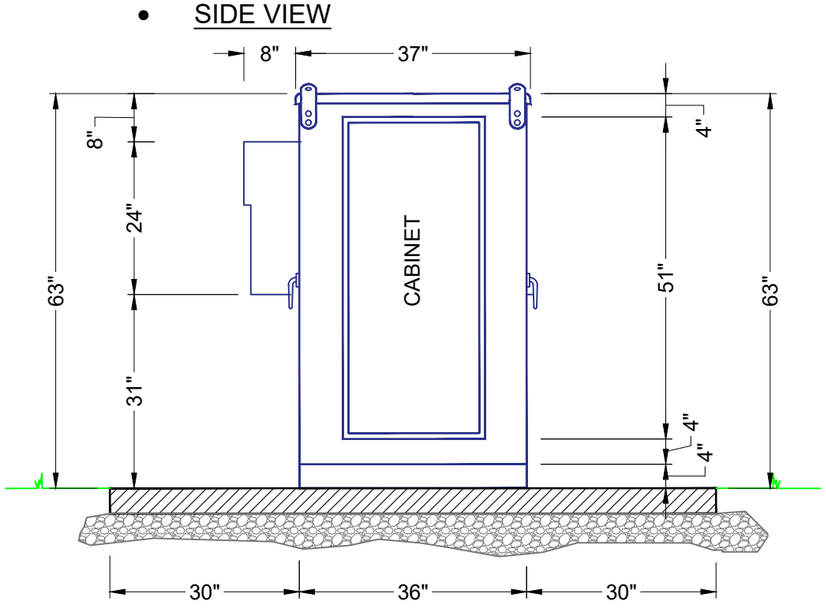


Constructed out of .125 Aluminum, powder coat Beige in color, front & rear access door with 3pt S/S pad-lockable door latches,

FRONT VIEW



SIDE VIEW



SHEET TITLE:
CABINET VIEW

PERMIT ID:
FOX_ME087707_NE_CABINET

REV	DATE	DESCRIPTION
1	–	-
2	–	-
3	–	-
4	–	-

PLANS PREPARED BY:
UTILITY INFRASTRUCTURE SOLUTIONS
hbk ENGINEERING
A QUANTA SERVICES COMPANY

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

DRAWN BY: E.T. QTS	DATE: 05/28/21
CHECKED BY: ---- TDS	DATE: PENDING
SUBMITTAL NUMBER: 1	DATE: PENDING

NORTH ARROW:

SCALE:
SCALE: 1" = 2'
2' 3'

SHEET NUMBER:
8 OF 1

SHEBWI_0930BA_11

EXHIBIT tabbies B

PERMIT TO EXCAVATE IN THE PUBLIC RIGHT-OF-WAY

City of Sheboygan
spirit on the lake

Permit # : _____
Date Issued: _____
Expires: _____
Fee: _____
Deposit account: _____

Applicant Information

☐ City Staff ☑ Facility Owner ☐ Property Owner ☐ Contractor

Name (print): Jordan Polk
Company: TDS Metrocom, LLC
Address: 525 Junction Rd.
Madison, WI 53717
Telephone: 832.353.7435 Fax: _____
e-mail: Jordan.Polk@tdstelecom.com
Applicant Signature: Jordan Polk Digitally signed by Jordan Polk Date: 2023.01.12 14:56:21 -06'00' **Date:** 01-12-2023

Location of Work

Address: From Garden Ct. to Superior Ave between Wienmann St. and Calumet Dr.
Lot #/Subdivision: _____ Tax Key No.: _____
Street: _____ From: _____ To: _____

Decsription of Work

☑ New ☐ Replacement ☐ Repair ☐ Abandonment / Removal

General Description: Directional bore and installation of 1" & 1.25" HDPE Conduit and AXS 400 & 500 hand holes
Estimated start date: 02-13-2023 Estimated completion date : 03-17-2023

Utility Construction (Type):

- ☐ Gas
- ☐ Electric
- ☑ Telephone / Fiber Optic
- ☐ Cable TV
- ☐ Utility Pole/Street Light
- ☐ Sanitary Sewer
- ☐ Storm Sewer
- ☐ Water

Utility Construction (Description):

- ☑ Main Line (Size: 1.25 ")
- ☐ Service/Lateral (Size: _____ ")
- ☐ Tap (Size: _____ ")
- ☐ Valve (Size: _____ ")
- ☐ Hydrant

Installation Method

- ☐ Open Cut ☐ Overhead
- ☑ Auger/Bore/Trenchless

Sidewalk / Driveways / Landscaping / Other

- ☐ Sidewalk (at Driveway only)
- ☐ Sidewalk (complete)
- ☐ Driveway Apron (approved by: _____)
- Curb Cut (approved by: _____)

Property Type

- ☐ Owner-Occupied One or Two Family Property
- ☑ Commercial or Other

Type(s) of existing surfaces that will be damaged: ☐ Asphalt pavt. ☑ Concrete pavt. ☐ Curb/Gutter ☑ Sidewalk ☑ Grass

Surface Restoration Requirements *(To be determined by City prior to issuing permit)*

Required under this permit: ☐ Temporary ☐ Permanent ☐ None

Material(s): ☐ _____ " Asphalt ☐ _____ " Concrete ☐ Grass / Other: _____

Backfill Requirements: ☐ Excavated Material ☐ Compacted Granular ☐ Aggregate Slurry ☐ Flowable Fill

Additional Requirements *(Department use only)*

- ☐ Construction Plan/Sketch
- ☐ Certificate of Insurance
- ☐ Performance Bond
- ☐ Erosion Control Permit
- ☐ Other : _____
- ☐ Sewer/Water Permit
- ☐ Street Occupancy Permit
- ☐ Council Approval
- ☐ Contact Water Utility (920) 459-3800
- ☐ **Inspection** ☐ **Re-Inspection**

Department of Public Works must be notified 4 working hours prior to requested time of inspection (920) 459-3440.

Work Zone Traffic Control Requirements

☐ CONTACT CITY OF SHEBOYGAN POLICE DEPARTMENT

Type of Street:

- ☐ Arterial/CBD
- ☐ Collector
- ☐ Local

Proposed Traffic Control:

- ☐ City Manual Page(s) _____
- ☐ State Manual Page(s) _____
- ☐ Other (attach plan)

Additional Requirements: _____

Approved by: **Date:**

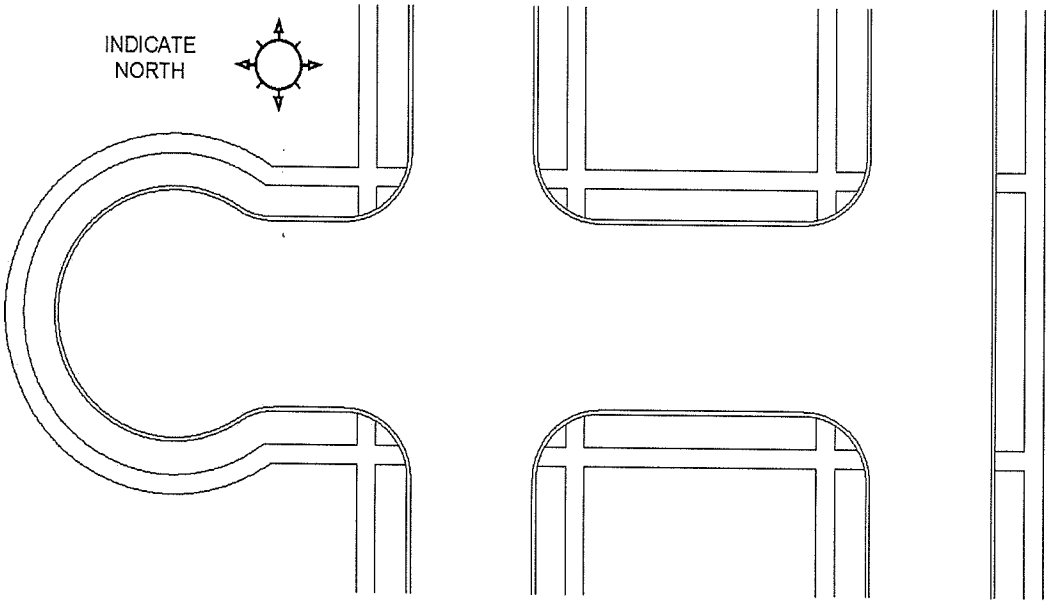
PERMIT TO EXCAVATE IN THE PUBLIC RIGHT-OF-WAY

FIELD NOTES *(Department use only)*

Surface Restoration: ☐ **TEMPORARY** ☐ **PERMANENT**

Backfill Material(s) Used: ☐ Excavated Material ☐ Compacted Granular ☐ Aggregate Slurry ☐ Flowable Fill

Surface Material(s) Used: ***Thickness:***



Existing Surface(s):

- ☐ Concrete
- ☐ Asphalt
- ☐ Asph./Conc.
- ☐ Gravel
- ☐ Grass
- ☐ Other: _____

Size of Excavation(s)

_____ ft. x _____ ft.
_____ ft. x _____ ft.
_____ ft. x _____ ft.
_____ ft. x _____ ft.
_____ ft. x _____ ft.
_____ ft. x _____ ft.

Inspection: ☐ **N/A** Inspected By: _____ Date: _____ ☐ Pictures taken

Measured Quantities:

Sidewalk Removed: (_____ ft) x (_____ ft) = _____ Sq. Ft.

Sidewalk Constructed: (_____ ft) x (_____ ft) = _____ Sq. Ft.

Inspector to describe what work was performed: _____

This permit approval is subject to the following conditions:

1. Permittee is responsible to obtain any further permits that may be required for this project.
2. Permittee shall install the proposed facilities as shown on the plan(s) that were submitted to the City of Sheboygan.
3. The field representative shall have a copy of the approved permit on-site at all times.
4. Any facilities installed as part of this permit shall be installed at least 5 feet from all existing city facilities, wherever feasible.
5. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNCIPAL CITATION if conditions of the permit are not met.
6. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the obstruction is permitted.

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warranties that all street excavations shall be performed in conformity to City ordinance, standards and specifications, be properly barricaded and lighted, and be performed in a workmanlike manner. In the event that the City Specifications and/or permit conditions are not followed, the applicant agrees to assume liability for any costs incurred by the City for corrective work required to bring the subject area into compliance with said Specifications. By applying for and accepting this permit, permit holder agrees to assume liability for any and all damages resulting from his occupancy, use or excavation of the street or premises. No work shall commence prior to approval of this permit by the Department of Public Works.

The applicant shall make all permanent or temporary repairs to any/all excavations caused by the work done herein as directed by the City. All repairs shall be done in accordance with standards and specifications in place at the time this permit is issued. My signature, as the applicant/permitee, acknowledges that I have read the above, understand the same and agree to be bound by the terms herein.

APPROVED BY: _____ **DATE:** _____

(Department of Public Works)

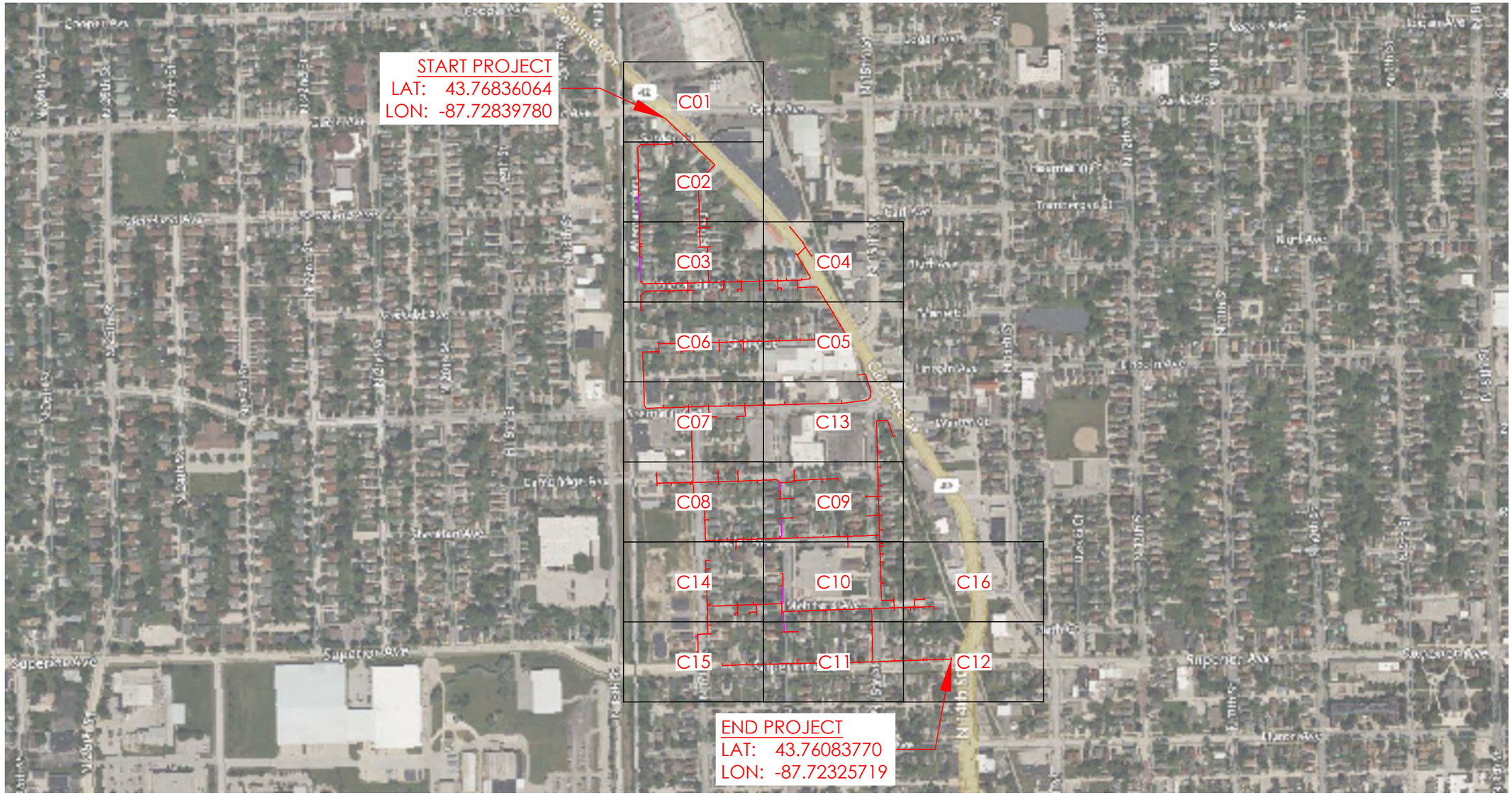
0

DFN NAME: SHEBWI_0930BA_11

PROJECT NAME: SHEBOYGAN, WI FTTX BUILD
SHEBOYGAN, WI



PERMIT LOCATION MAP



PERMIT JURISDICTION:	SHEBOYGAN, WI	SHEETS: C01-C16
NEW UNDERGROUND	17,429'	SHEETS: C01-C16
NEW UG IN ROW	17,429'	SHEETS: C01-C16
NEW UG IN EASEMENTS	0'	N/A
EXISTING UNDERGROUND	0'	N/A
NEW AERIAL	0'	N/A
PERMIT FT	17,429'	
TOTAL FT	17,600'	
TOTAL MILES	3.33	

SHEBOYGAN COUNTY	SHEETS: C05, C13
171'	SHEETS: C05, C13
0'	N/A
0'	N/A
171'	

DIGGERS HOTLINE

Item 18.

Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- PROPOSED ANCHOR
- SPLICECASE
- SPLICE A4
- SPLICE B8G
- SPLICE C12
- PROP DIRECTIONAL BORE (1 DUCT)
- PROP DIRECTIONAL BORE (2 DUCT)
- PROPOSED DIRECT BURY
- PROPOSED AERIAL
- PROPOSED OVERHEAD GUY
- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
- RIGHT OF WAY
- UTILITY EASEMENT
- PROPERTY LINE
- GAS LINE
- WATER MAIN
- SEWER
- STORM DRAIN
- POWER LINE
- GAS STRUCTURE
- DRAINAGE STRUCTURE
- WATER STRUCTURE
- ELECTRIC STRUCTURE
- SANITARY STRUCTURE

SHEBWI_0930BA_11

CONSTRUCTION DRAWING

PREPARED FOR: TDS

TILSON
T: (207) 591-6427 F: (207) 772-3427
info@tilsontech.com

REVISIONS

DATE	DESCRIPTION	INITIAL
12/29/22	INITIAL SUBMISSION	NV
01/12/23	REV 1	NV
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----	----	----
----	----	----

SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER: A02 OF A0

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Drawings and Specifications as instruments of service are the property of Tilson and are not to be used in whole or in part for any other project without the written authorization of Tilson. © 2022 Tilson

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DWG NO.	SHEET NAME
A01	COVER SHEET
A02	PERMIT LOCATION MAP
A03	TABLE OF CONTENTS
B01	CONTACT SHEET
B02	GENERAL AND PERMIT NOTES
C01-C16	CONSTRUCTION DRAWINGS
E01	TRAFFIC CONTROL PLANS COVER
E02	HALF-ROAD CLOSURE LOW & MODERATE VOLUME
E03	2 - LANE COLLECTOR / ARTERIAL MODERATE VOLUME
E04	4 - LANE COLLECTOR / ARTERIAL MODERATE VOLUME
E05	HALF-ROAD CLOSURE MULTI-LANE
E06	WORK ON PARKING LANE
E07	PARKING LANE CLOSURE ON 4-LANE ROAD
E08	SIDEWALK CLOSURE DETAIL

Item 18.

Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- SPLICECASE
- SPLICE A4
- SPLICE B8G
- SPLICE C12
- PROPOSED ANCHOR
- PROP DIRECTIONAL BORE (1 DUCT)
- PROP DIRECTIONAL BORE (2 DUCT)
- PROPOSED DIRECT BURY
- PROPOSED AERIAL
- PROPOSED OVERHEAD GUY
- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
- RIGHT OF WAY
- UTILITY EASEMENT
- PROPERTY LINE
- GAS LINE
- WATER MAIN
- SEWER
- STORM DRAIN
- POWER LINE
- GAS STRUCTURE
- DRAINAGE STRUCTURE
- WATER STRUCTURE
- ELECTRIC STRUCTURE
- SANITARY STRUCTURE

SHEBWI_0930BA_11

CONSTRUCTION DRAWING

PREPARED FOR:

TDS

TILSON
T: (207) 591-6427 F: (207) 772-3427
info@tilsontech.com

REVISIONS

DATE	DESCRIPTION	INITIAL
12/29/22	INITIAL SUBMISSION	NV
01/12/23	REV 1	NV
----	----	----
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SCALE: 1" = 50'

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SHEET NUMBER A03 OF A0

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CONTACT SHEET

ENGINEERING CONTRACTOR

TILSON

ASSOCIATE VICE PRESIDENT, OSP: SPENCER WHITE	(770) 653-8092
VP, ENGINEERING: TONY WEDELL	(651) 260-5493
SENIOR OSP ENGINEERING MANAGER: LISA ENMAN	(207) 712-8796
ENGINEERING PROJECT MANAGER: SEAN RILEY	(603) 205-2891
DIRECTOR, OSP CONSTRUCTION: MIKE SMITH	(954) 520-5169
OSP REGIONAL MANAGER: TODD CORCORAN	(774) 437-9451
PROJECT MANAGER: LARRY HELTER	(405) 245-0176

CONSTRUCTION CONTRACTOR

TDS METROCOM

ENGINEERING

DIRECTOR - NETWORK CONSTRUCTION: WADE SOCZKA	(608) 664-4847
SR. MANAGER - OSP CONSTRUCTION: PAUL SCHULTZ	(608) 664-4099
MANAGER - PROJECT IMPLEMENTATION: RANDY BUSHMAN	(920) 882-3140
MANAGER - OSP CONSTRUCTION: LEAH WISDORF	(608) 664-4172
MANAGER - OSP CONSTRUCTION & ENGINEERING: KEVIN BERRETT	(608) 664-4423
MANAGER - OOT: SEAN MURRAY	(608) 664-4606
NETWORK SPECIALIST 2: BRANDON SUCHLA	(608) 370-1608
NETWORK SPECIALIST 1: SAWYER MOSLEY	(262) 247-5277
NETWORK SPECIALIST 1: NATE SMITH	(920) 397-7733
NETWORK SPECIALIST: TERRY ARMSTRONG	(865) 218-4405
MANAGER - BUSINESS DEVELOPMENT: JOSH WORRELL	(608) 664-9530
CATEGORY MANAGER CONTRACTS: JON FINSETH	(608) 664-4067
DIRECTOR - NEW MARKET DEVELOPMENT: STACIE WOODWORTH	(608) 664-5226
PROJECT MANAGER - MSCO: EMILY POMMERENING	(608) 664-2421
DIRECTOR - NETWORK ENGINEERING: CHRIS HASKIN	(608) 664-4443
SUPERVISOR - CAD & GIS RECORDS: BRIAN RESCH	(608) 664-0148
MANAGER - APPLICATION DEVELOPMENT: CHAD ANAUO	(608) 664-1222
MANAGER - NETWORK ENGINEERING: BRIAN THOMASON	(785) 477-8582
DIRECTOR - NEW MARKET IMPLEMENTATION: JEFF MAND	(608) 664-4157
REGIONAL MANAGER - FIELD SERVICES: KENT JOHNSON	(608) 664-4739
MANAGER - FIELD SERVICES: TIM BRUNS	(920) 460-4866

UTILITIES

WISCONSIN PUBLIC SERVICE: KRISTINA HEAGLE	(920) 617-5171
ELECTRICAL INSPECTOR: KEVIN DAVISTER	(920) 448-3309
ELECTRICAL INSPECTOR: STEVE KRUEGER	(920) 448-3307
USIC NOTHERN WISCONSIN DISTRICT MANAGER: TYLER GUSTAVESON	(920) 750-8273
USIC OPERATIONS MANAGER: KIP KINGSFIELD	(715) 210-0055
USIC NE PROJECT SUPERVISOR: KALOM SHABAZZ	(920) 716-2564
USIC TDS PROJECT SUPERVISOR: BILL BUSCHKE	(920) 716-9152
USIC SENIOR TECHNICIAN: JOSHUA SWITALSKI	(414) 758-1854
WESTSHORE PIPELINE CONTACT: CASEY SCHWANDT	(920) 655-1428
WESTSHORE PIPELINE CONTACT: JANA OLTHOFF	(219) 741-0201

RAILROADS

UNION PACIFIC RR

SENIOR ANALYST REAL ESTATE: THOMAS LEDDY	(402) 544-8571

WISCONNSIN & SOUTHERN RR

WisDOT RR COORDINATOR: TERI BECKMAN	(608) 733-1923
RR REVIEW: BRENT MARSH	(608) 620-2035
RR ROADMASTER (FLAGGING): CHRIS JACOBSON	(414) 750-6427

FEDERAL GOVERNMENT

STATE GOVERNMENT

WISCONSIN DOT

BUREAU OF HIGHWAY MAINTENANCE: BOB FASICK	(608) 266-3428

COUNTY GOVERMENT

COUNTY OF SHEBOYGAN

DIRECTOR OF TRANSPORTATION: GREG SCHNELL	(920) 459-3822
COUNTY CLERK: JON DOLSON	(920) 459-3003

LOCAL GOVERNMENT

CITY OF SHEBOYGAN

DIRECTOR OF PUBLIC WORKS: DAVID BIEBEL DAVID.BIEBEL@SHEBOYGANWI.GOV	(920) 459-3366
ROW PERMIT COORDINATOR: JORDAN SUCHA JORDAN.SUCHA@SHEBOYGANWI.GOV	(920) 459-3440
CITY ENGINEER: RYAN J. SAZAMA	(920) 459-3485
LICENSING CLERK: GARY VAN AUKEN GARY.VANAUKEN@SHEBOYGANWI.GOV	(920) 459-3393
ELECTRICAL INSPECTOR: JOSEPH FOLGER JOSEPH.FOLGER@SHEBOYGANWI.GOV	(920) 459-3479

OTHER

DIGGERS HOTLINE
Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- PROPOSED ANCHOR
- SPLICECASE
- SPLICE A4
- SPLICE B8G
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- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
- R/W RIGHT OF WAY
- UE UTILITY EASEMENT
- P/L PROPERTY LINE
- G GAS LINE
- W WATER MAIN
- S SEWER
- SD STORM DRAIN
- E POWER LINE
- GAS STRUCTURE
- DRAINAGE STRUCTURE
- WATER STRUCTURE
- ELECTRIC STRUCTURE
- SANITARY STRUCTURE

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CONSTRUCTION DRAWING

PREPARED FOR: TDS

TILSON
T: (207) 591-6427 F: (207) 772-3427
info@tilsontech.com

REVISIONS

DATE	DESCRIPTION	INITIAL
12/29/22	INITIAL SUBMISSION	NV
01/12/23	REV 1	NV
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SHEET NUMBER: B01 OF B01

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GENERAL NOTES

CONSTRUCTION NOTES

1. ALL WORK TO BE DONE WITH EXTREME CAUTION! FIBER OPTIC CABLE IS CARRYING TRAFFIC AND LOSS OF SERVICE WILL RESULT IN LOSS OF REVENUE. CONTRACTOR SHALL NOT WORK IN A MANNER THAT MAY AFFECT TRAFFIC-CARRYING FACILITIES IN THE ABSENCE OF AN TDS INSPECTOR OR CERTIFIED CONTRACTOR.
2. ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES OR REQUIREMENTS OF ANY REGULATING GOVERNMENT AGENCY, TDS METROCOMM, OR THE RIGHT-OF-WAY GRANTOR.
3. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY FIELD INSPECTION AND A SEARCH OF THE AVAILABLE CITY OR COUNTY RECORDS. SINCE THE ACTUAL LOCATION NATURE OF THE UNDERGROUND FACILITIES MAY BE SOMEWHAT DIFFERENT FROM THAT SHOWN, THE CONTRACTOR IS REQUIRED TO VERIFY THE INFORMATION THROUGH 811 OR BY CONTACTING THE UTILITY COMPANIES DIRECTLY, PRIOR TO EXCAVATION.
4. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS, BUT ARE NOT NECESSARILY EXACT.
5. ANY AND ALL IMPROVEMENTS, SUCH AS ASPHALT OR CONCRETE PAVEMENT, CURBS, GUTTERS, WALKS, DRAINAGE DITCHES, EMBANKMENTS, SHRUBS, TREES, GRASS SOD, ETC., IF IMPACTED, SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AND PER JURISDICTION STANDARDS.
6. FRAC-OUT PLAN
   TO PREVENT MAJOR FRACK OUTS WHILE PERFORMING HORIZONTAL DRILLING THE CONTRACTOR WILL UTILIZE DRILLING EQUIPMENT WITH PROPERLY SIZED DRILL HEADS FITTED TO THE SIZE OF THE PIPE BEING PLACED AND CONTROLLED FLUID PRESSURES REQUIRED FOR SAFE PULL-BACK. IN MOST CASES THE CONTRACTOR WILL DIG SMALL START PITS AND END PITS TO CONTAIN DRILLING FLUID DURING THE PROCESS. IN THE EVENT OF A SMALL FRACK THE CONTRACTOR MUST BE EQUIPPED WITH HYDRO-VACS, SPILL CONTAINMENT NOODLES, AND SAND BAGS WITH DRILL TRUCKS EQUIPPED WITH 36" SQUEEGEES AND FRESH WATER. THE CONTRACTOR'S CREWS MUST BE TRAINED TO CLEAN UP DRILLING FLUIDS IMMEDIATELY OR DURING THE DRILLING PROCESS.

RESTORATION REQUIREMENTS:

1. AGGREGATE SLURRY BACKFILL IS REQUIRED IN ALL TRENCHES UNDER SIDEWALKS, DRIVEWAY APRONS, CURB AND GUTTER AND STREETS. IF A WATER SERVICE CURB STOP IS PRESENT, THE CURB STOP SHALL BE SEPARATE FROM THESE MATERIALS TO ALLOW FOR FUTURE ADJUSTMENTS. ALL TRENCHES, BOULEVARDS, AND OTHER GRASS AREAS SHALL BE BACKFILLED WITH EXCAVATED MATERIAL AND TOP DRESSED WITH 4" OF TOP SOIL, SEED, FERTILIZER AND MULCH.
2. IF RESTORATION IS TO COMMENCE BEFORE THE PERMIT EXPIRES, ANOTHER PERMIT DOESN'T NEED TO BE OBTAINED BY THE LICENSED CEMENT FINISHER OR ASPHALT PAVING COMPANY.

CONCRETE:

1. ALL CONCRETE WORK SHALL BE COMPLETED BY A CONTRACTOR THAT HAS OBTAINED A CEMENT FINISHERS LICENSE FROM THE CITY
2. AFTER OBTAINING A PERMIT, THE RESTORATION CONTRACTOR SHALL NOTIFY A CITY ENGINEERING TECHNICIAN TO HAVE THE RESTORATION LIMITS MARKED OUT. ALL CONCRETE MARKED FOR REMOVAL SHALL BE SAWCUT TO THE FULL DEPTH OF CONCRETE. GENERAL REQUIREMENTS FOR RESTORATION OF CONCRETE ARE AS FOLLOWS:
   - 2.1. FULL PANEL REPLACEMENT FOR A STREET LESS THAN 8 YEARS OLD
     HALF PANEL REPLACEMENT FOR A STREET BETWEEN 8 AND 15 YEARS OLD
     EXCAVATION PLUS 1' FOR STREETS OVER 16 YEARS OLD. IF THE REMAINING AREA IN THE PARCEL BETWEEN THE EXCAVATION AND THE NEAREST JOINT IS LESS THAN 4', THE ADDITIONAL AREA TO THE NEAREST JOINT SHALL ALSO BE INCLUDED IN THE REPAIR
   - 2.2. ALL JOINTS IN THE NEW PAVEMENT, INCLUDING WHERE THE NEW CONCRETE MATCHES INTO EXISTING CONCRETE, SHALL BE SAWCUT TO A MAXIMUM DEPTH OF ¼ THICKNESS OF THE PAVEMENT BUT NOT LESS THAN 1 ½" PRIOR TO BEING SEALED
   - 2.3. ALL JOINTS IN THE PAVEMENT SHALL BE SEALED
   - 2.4. IF SIDEWALK PANELS ARE DAMAGED, FULL SIDEWALK PANELS SHALL BE REPLACED
   - 2.5. DRIVEWAY APRONS THAT ARE 9' OR LESS FROM THE SIDEWALK TO THE BACK OF THE CURB SHALL BE REPLACED IN THEIR ENTIRETY. ON OTHER APRONS, CONTRACTOR SHALL REPLACE FULL PANELS TO THE NEAREST JOINT
3. AFTER THE SITE IS PREPPED AND READY FOR CONCRETE, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING TECHNICIAN AGAIN FOR INSPECTION PRIOR TO THE PERMANENT PATCH BEING INSTALLED

ASPHALT:

1. AFTER OBTAINING A PERMIT, THE RESTORATION CONTRACTOR SHALL NOTIFY A CITY ENGINEERING TECHNICIAN TO HAVE THE RESTORATION LIMITS MARKED OUT. ALL ASPHALT MARKED FOR REMOVAL SHALL BE SAWCUT TO THE FULL DEPTH OF THE ASPHALT.
2. THE ASPHALT SURFACE WILL BE REPAIRED BY EXCAVATING A MINIMUM OF 1' LARGER THAN THE INITIAL EXCAVATION, BUT NOT LESS THAN 4' IN ANY DIRECTION. THE ASPHALT PATCH WILL BE INSTALLED AT A THICKNESS EQUAL TO THE ADJACENT EXISTING ASPHALT BUT NOT LESS THAN 3" THICK. THE CONTRACTOR MAY BE REQUIRED TO RE-SAWCUT AFTER BACKFILLING IN ORDER TO PROVIDE A STRAIGHT BUTT JOINT
3. FROM NOVEMBER 1 TO APRIL 15TH, CONTRACTOR SHALL INSTALL A COLD MIX ASPHALT PATCH UNLESS HOT MIX IS AVAILABLE, OR A TEMPORARY CONCRETE PATCH. PERMIT HOLDER MUST MAINTAIN THE TEMPORARY PATCH UNTIL THE PERMANENT PATCH IS INSTALLED. PERMANENT PATCH MUST BE INSTALLED AFTER MAY, BUT NO LATER THAN AUGUST 31 THE FOLLOWING YEAR.

EROSION CONTROL:

1. THE CONTRACTOR WILL USE E-MATTING ON FLAT SURFACES WHERE RESTORATION/EROSION CONTROL IS REQUIRED. CONTRACTORS WILL AVOID USING BORE PITS UNLESS NECESSARY. WHERE BORE PITS ARE NECESSARY CONTRACTORS WILL AVOID RUNOFF INTO STREETS OR STORM DRAINS BY USING SWADDLES OR SILT FENCES. ON SLOPED SURFACES THE CONTRACTOR WILL USE SWADDLES OR IF NECESSARY, SILT FENCES.
2. THE EXCAVATION AROUND PULL BOXES/ HANDHOLES WILL BE DONE MAINLY WITH HYDROVAC'S, EXCAVATORS, OR SHOVELS. WHEN DOING RESTORATION THE CONTRACTOR WILL FILL SHOVELED/HYDROVACED POTHOLES AND SHOVELED/HYDROVACED HOLES WITH ROCK AND TOP 4 INCHES WITH BLACK DIRT. WHERE EXCAVATED THE CONTRACTOR WILL FILL WITH SOME EXCAVATED MATERIAL OR ROCK AND 4 INCHES OF BLACK DIRT. SMALLER AREAS WILL BE SEEDED RIGHT AFTER BLACK DIRT HAS BEEN PLACED AND STRAWED. LARGER AREAS WILL INCLUDE E-MATTING WHERE NEEDED.
3. PROTECTION WILL ALSO BE ADDED TO GUTTERS AND DRAINS IN AREAS WHERE HEAVY EXCAVATION OCCURS. THE USE OF EITHER STRAW SWADDLES OR SANDBAGS TO PREVENT RUNOFF FROM THE JOB SITES AND TO PREVENT DRAINS FROM GETTING CLOGGED IF HEAVY RAINFALL AND RUNOFF. SEE DETAILS D08-D14, REFER TO SYMBOLS KEY FOR INLET PROTECTION LOCATION.

CITY OF SHEBOYGAN NOTES

EROSION CONTROL:

ALL CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE ADJUSTED TO MEET FIELD CONDITIONS AND IN PLACE PRIOR TO THE START OF CONSTRUCTION AND WILL COMPLY WITH THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) STORM WATER MANAGEMENT TECHNICAL STANDARDS. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE INSPECTED AT A MINIMUM WEEKLY AND WITHIN 24 HOURS FOLLOWING A RAINFALL OF

0.5 INCHES OR GREATER. AN EROSION AND SEDIMENT CONTROL PRACTICE INSPECTION LOG SHALL BE MAINTAINED AT ALL TIMES DURING THE PROJECT. EROSION AND SEDIMENT CONTROL PRACTICES SHALL NOT BE REMOVED UNTIL THE CONSTRUCTION SITE IS STABILIZED WITH A DENSE VEGETATIVE COVER AND OR IMPERVIOUS AREAS AND NO LONGER SUSCEPTIBLE TO EROSION.

REFER TO WDNR'S WEB PAGE REGARDING STORM WATER MANAGEMENT TECHNICAL STANDARDS.

OTHER REQUIREMENTS :

1.WHEREVER POSSIBLE, INSTALLATION OF MANHOLES AND VAULTS SHOULD BE AVOIDED IN SIDEWALKS AND STREET CROSSWALK AREAS.

2.WHERE UNAVOIDABLE, MANHOLE AND VAULT COVERS IN SIDEWALKS OR CROSSWALKS MUST HAVE NON-SKID SURFACES.

AGGREGATE SLURRY BACKFILL IS REQUIRED IN ALL EXCAVATIONS FOR LATERAL REPAIRS, MANHOLE REPAIRS, UTILITY SPOT REPAIRS, AND UTILITY VALVE AND CURB STOP REPAIRS.

DURING WINTER MONTHS (NOVEMBER 1 TO APRIL 15), THE CONTRACTOR WILL BE ALLOWED TO USE GRANULAR BACKFILL. HOWEVER, NO EXCAVATED MATERIAL REMOVED FROM THE TRENCH DURING THE CONSTRUCTION/REPAIR UTILITY WORK WILL BE ALLOWED TO BE REUSED AS BACKFILL WITHOUT PRIOR APPROVAL FROM THE CITY INSPECTOR.

ALL TRENCHES IN TERRACES, BOULEVARDS, AND OTHER GRASS AREAS SHALL BE BACKFILLED WITH EXCAVATED MATERIAL AND TOP DRESSED WITH 4 INCHES OF TOPSOIL, SEED, FERTILIZER, AND MULCH. HOWEVER, NO EXCAVATED MATERIAL REMOVED FROM THE TRENCH DURING THE CONSTRUCTION/REPAIR UTILITY WORK WILL BE ALLOWED TO BE REUSED AS BACKFILL WITHOUT PRIOR APPROVAL FROM THE CITY INSPECTOR.

REVISION NOTES CLARIFICATION

REV 0 -	INITIAL SUBMISSION	12/29/22
REV 1 -	CITY COMMENTS	01/12/23

Item 18.

DIGGERS HOTLINE

Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- SPLICECASE
- SPLICE A4
- SPLICE B8G
- SPLICE C12
- PROPOSED ANCHOR
- PROP DIRECTIONAL BORE (1 DUCT)
- PROP DIRECTIONAL BORE (2 DUCT)
- PROPOSED DIRECT BURY
- PROPOSED AERIAL
- PROPOSED OVERHEAD GUY
- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
- RIGHT OF WAY
- UTILITY EASEMENT
- PROPERTY LINE
- GAS LINE
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- WATER STRUCTURE
- ELECTRIC STRUCTURE
- SANITARY STRUCTURE

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CONSTRUCTION DRAWING

PREPARED FOR:

TDS

TILSON
T: (207) 591-6427 F: (207) 772-3427
info@tilsontech.com

REVISIONS

DATE	DESCRIPTION	INITIAL
12/29/22	INITIAL SUBMISSION	NV
01/12/23	REV 1	NV
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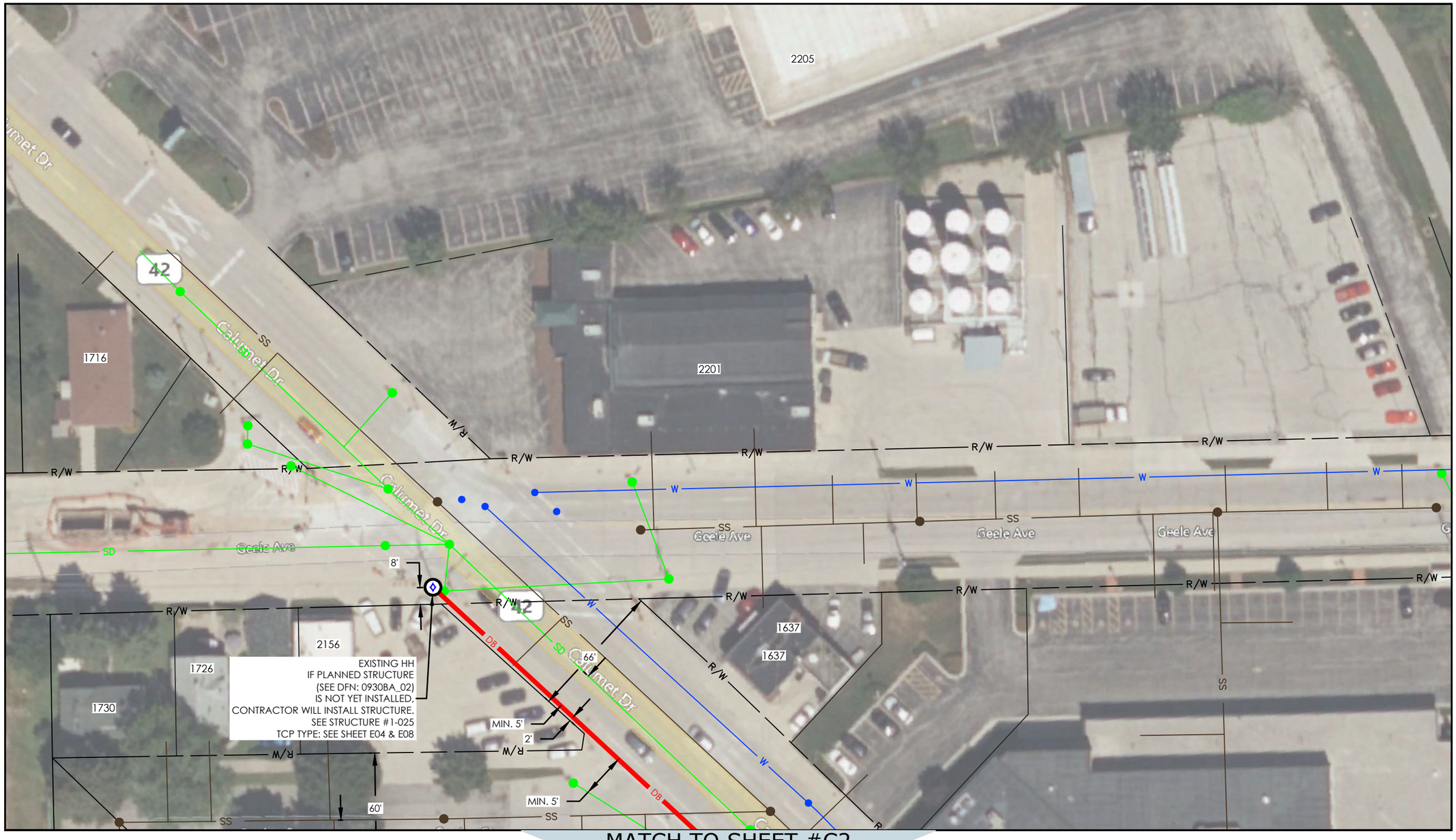
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NOTES:
1) RIGHT-OF-WAY ARE DEPICTED BASED ON FIELD OBSERVATION AND FROM DEEDS, MAPS, ASSESSOR RECORDS, & OTHER PUBLIC MUNICIPALITY RECORD ON FILE. IF FURTHER ACCURACY IS REQUIRED, LAND SURVEYS WILL BE NECESSARY.
2) REMOVE & REPLACE ALL EXISTING MATERIAL TO BETTER OR EQUAL CONDITION & PER SHEBOYGAN REQUIREMENTS.
3) UTILITIES SHOWN ARE NOT TO SCALE, CONTRACTOR TO CONTACT 811 TO VERIFY UTILITY LOCATION, DEPTH, & SIZE.
4) DIRECTIONAL BORING MUST BE AT LEAST 5 FEET HORIZONTAL CLEARANCE FROM EXISTING UTILITIES & 24" VERTICAL CLEARANCE FROM EXISTING UTILITIES UNLESS OTHERWISE NOTED ON JURISDICTION PERMIT NOTES. (REFER TO SHEET B02 FOR PERMIT NOTES)
5) FOR ACCESS POINT HANDHOLES LOCATED BETWEEN THE CURB AND SIDEWALK, CONTRACTOR TO BORE AND PLACE 1-1.25" CONDUIT AT 18" DEPTH BELOW GRADE UNDER SIDEWALK PANEL FROM ACCESS POINT AND CAP CONDUIT TO EDGE OF ROW.
6) SEE SUPPLEMENTAL PERMIT CONDITIONS FOR ADDITIONAL CLARITY ON UTILITY SEPARATION/INSTALLATION.
7) MAINTAIN 5' VERTICAL AND 3' HORIZONTAL DISTANCE FROM CITY UTILITIES.
8) MAINTAIN 24" BELOW TREES AND 5' AWAY FROM TREES IF TRENCHING.
9) 24" MIN BURIED DEPTH FOR NEW UG CONDUIT PLACEMENT.



MATCH TO SHEET #C2

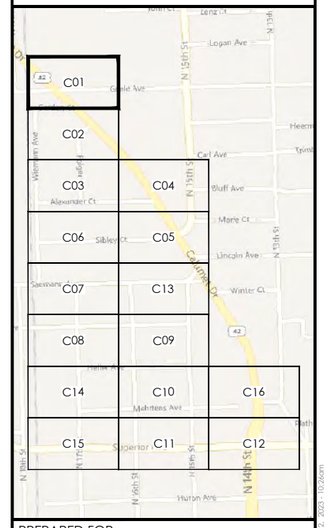
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CONSTRUCTION DRAWING



PREPARED FOR: TDS

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info@tilsontech.com

REVISIONS

DATE	DESCRIPTION	INITIAL
12/29/22	INITIAL SUBMISSION	NV
01/12/23	REV 1	NV
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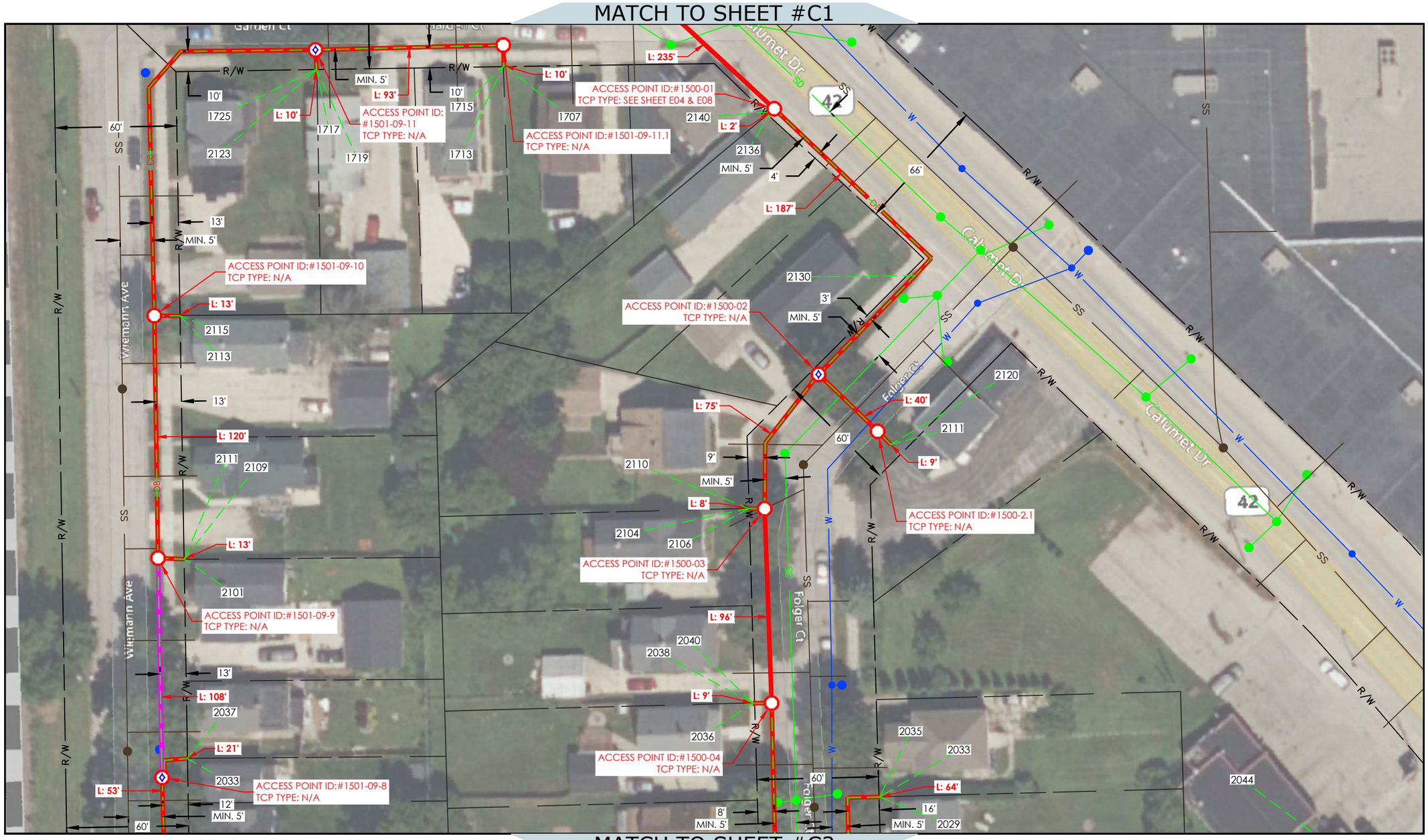
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SHEET NUMBER: C01 OF C1

128

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1) RIGHT-OF-WAY ARE DEPICTED BASED ON FIELD OBSERVATION AND FROM DEEDS, MAPS, ASSESSOR RECORDS, & OTHER PUBLIC MUNICIPALITY RECORD ON FILE. IF FURTHER ACCURACY IS REQUIRED, LAND SURVEYS WILL BE NECESSARY.
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6) SEE SUPPLEMENTAL PERMIT CONDITIONS FOR ADDITIONAL CLARITY ON UTILITY SEPARATION/INSTALLATION.
7) MAINTAIN 5' VERTICAL AND 3' HORIZONTAL DISTANCE FROM CITY UTILITIES.
8) MAINTAIN 24" BELOW TREES AND 5' AWAY FROM TREES IF TRENCHING.
9) 24" MIN BURIED DEPTH FOR NEW UG CONDUIT PLACEMENT.



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DIGGERS HOTLINE

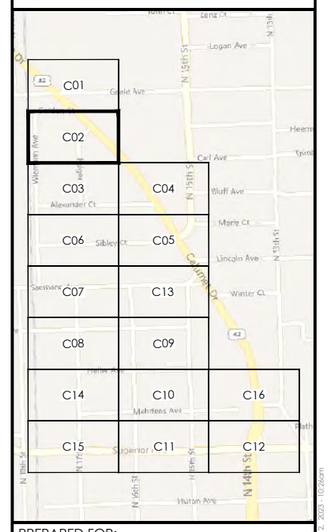
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PREPARED FOR: TDS

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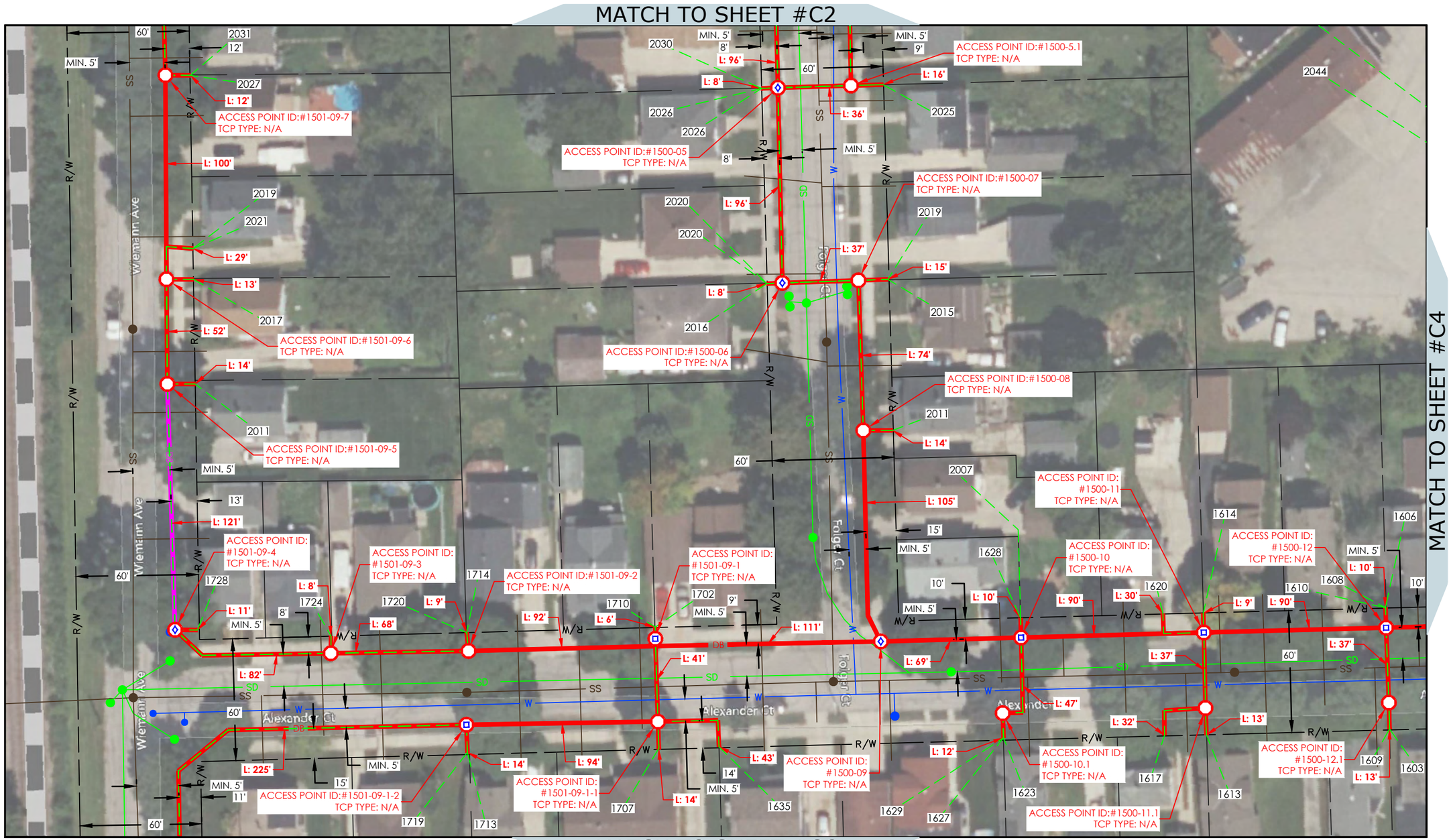
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01/12/23	REV 1	NV
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SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER: C02 OF C1

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4) DIRECTIONAL BORING MUST BE AT LEAST 5 FEET HORIZONTAL CLEARANCE FROM EXISTING UTILITIES & 24" VERTICAL CLEARANCE FROM EXISTING UTILITIES UNLESS OTHERWISE NOTED ON JURISDICTION PERMIT NOTES. (REFER TO SHEET B02 FOR PERMIT NOTES)
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9) 24" MIN BURIED DEPTH FOR NEW UG CONDUIT PLACEMENT.

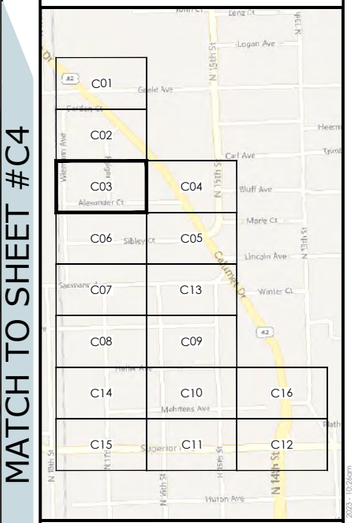


Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND
- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- PROPOSED ANCHOR
- SPLICECASE
- SPLICE A4
- SPLICE B8G
- SPLICE C12
- PROP DIRECTIONAL BORE (1 DUCT)
- PROP DIRECTIONAL BORE (2 DUCT)
- PROPOSED DIRECT BURY
- PROPOSED AERIAL
- PROPOSED OVERHEAD GUY
- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
- RIGHT OF WAY
- UTILITY EASEMENT
- PROPERTY LINE
- GAS LINE
- WATER MAIN
- SEWER
- STORM DRAIN
- POWER LINE
- GAS STRUCTURE
- DRAINAGE STRUCTURE
- WATER STRUCTURE
- ELECTRIC STRUCTURE
- SANITARY STRUCTURE

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CONSTRUCTION DRAWING



PREPARED FOR: TDS

TILSON
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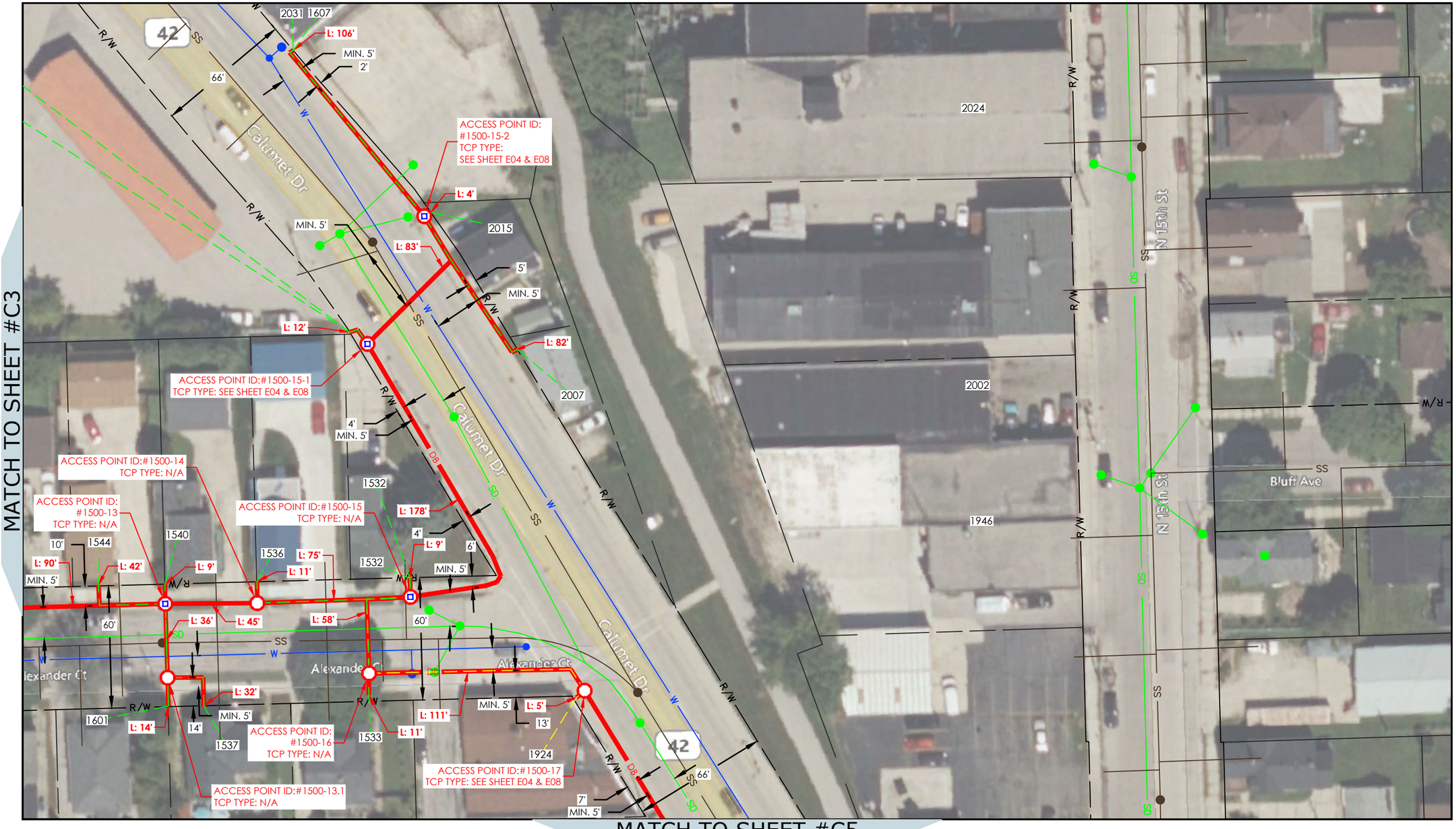
SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER: C03 OF C1

130

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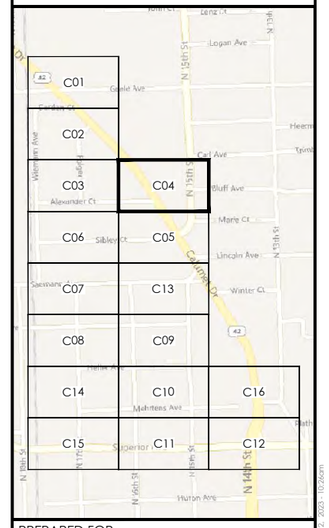
DIGGERS HOTLINE
Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
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- P/L PROPERTY LINE
- G GAS LINE
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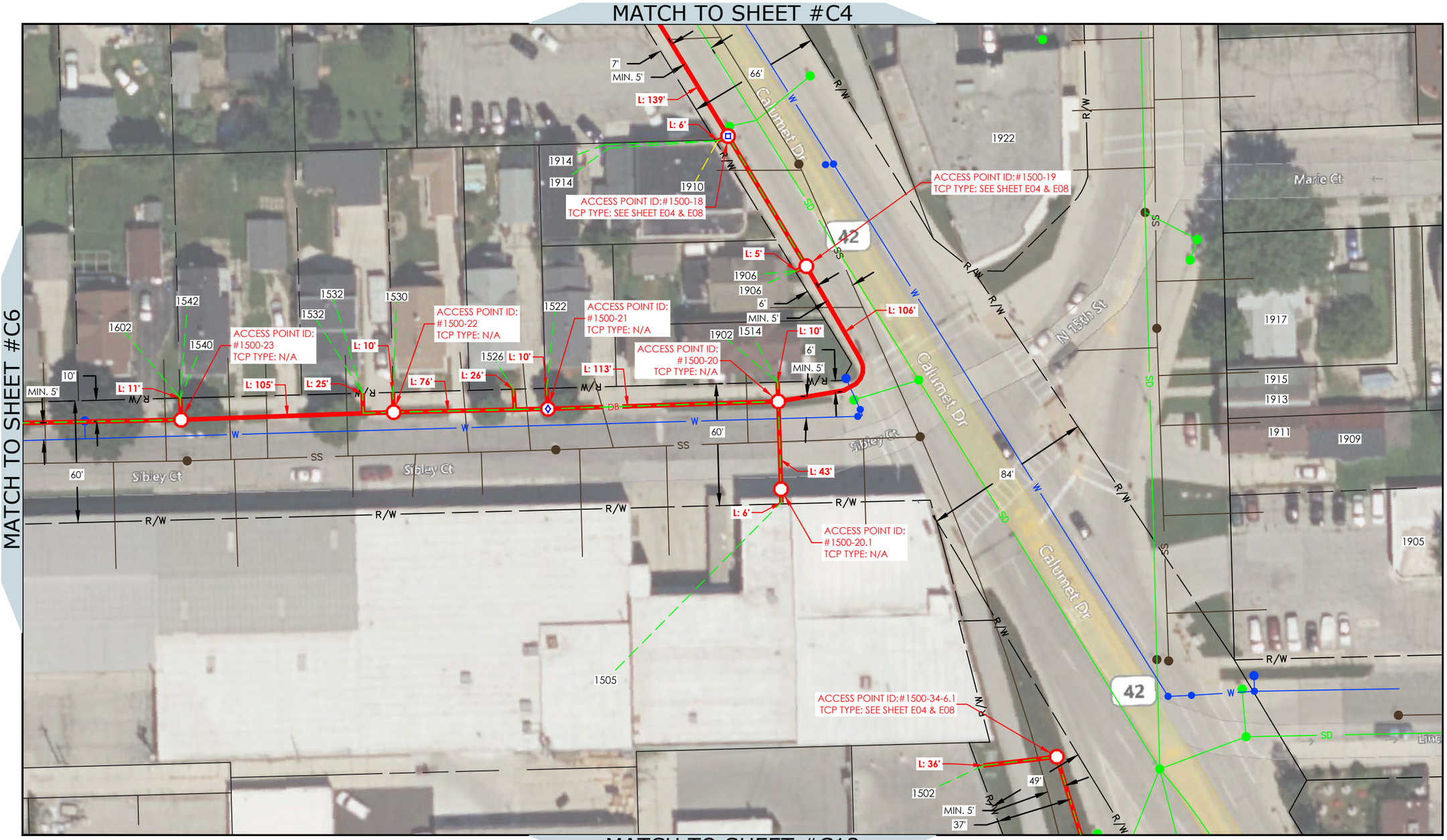
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01/12/23	REV 1	NV
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SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER: C04 OF C1

NOTES:
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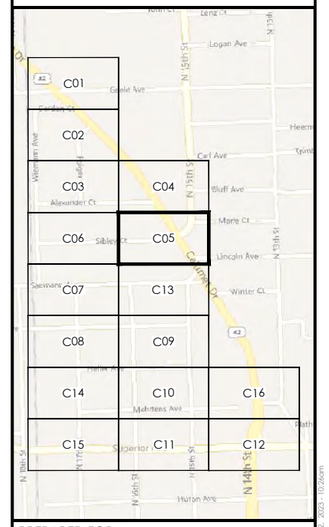


Diggers Hotline, Inc.
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LEGEND
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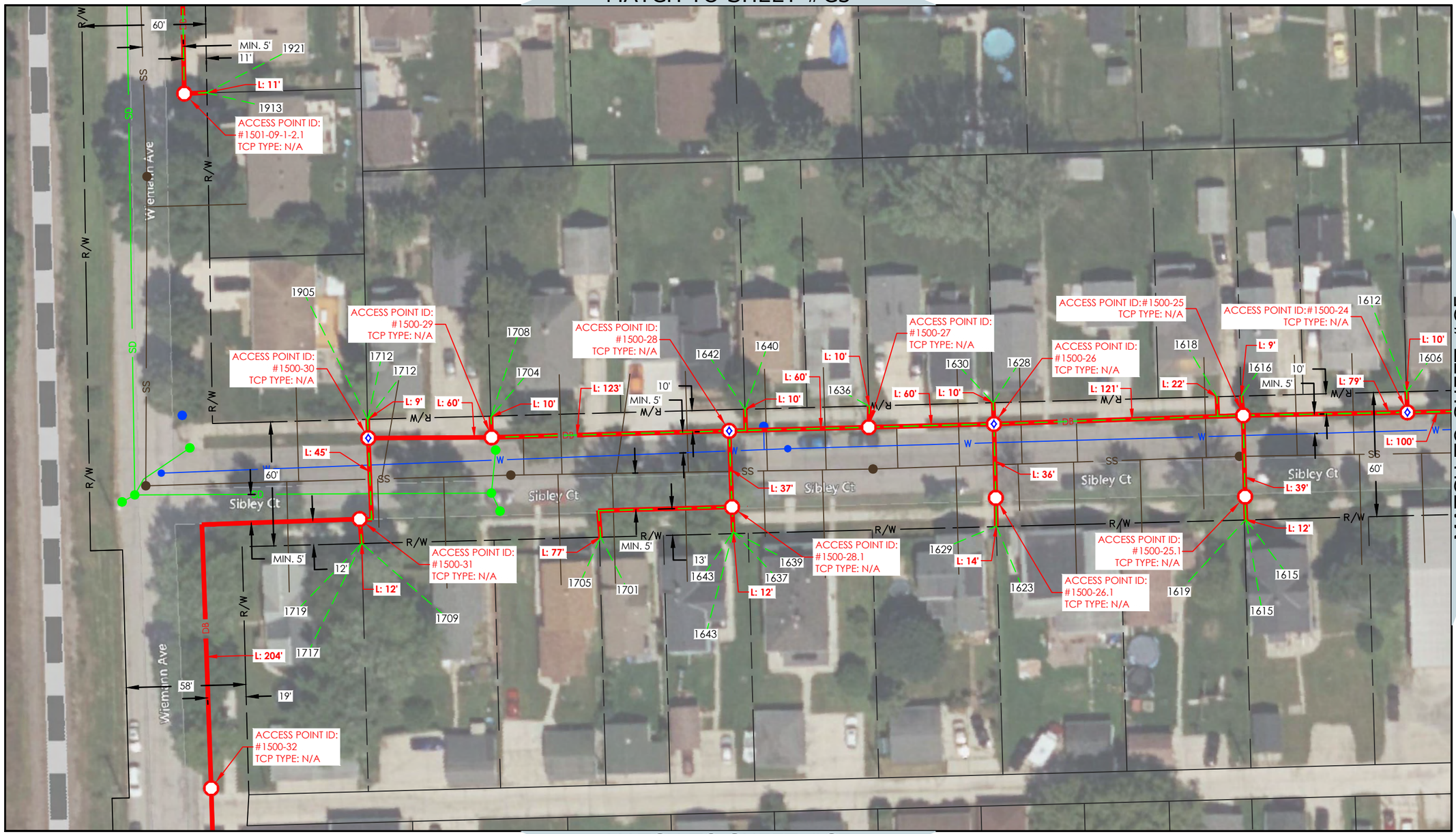
DRAFTED BY: NV

SHEET NUMBER: C05 OF C1

132

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MATCH TO SHEET #C3



MATCH TO SHEET #C5

MATCH TO SHEET #C7

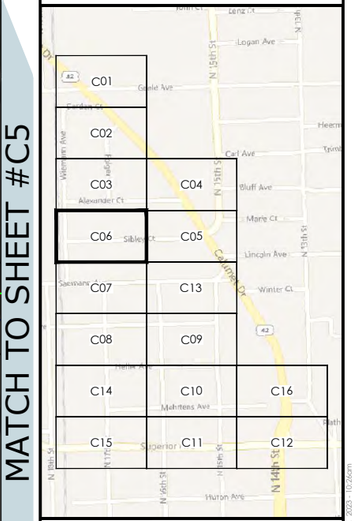
Diggers Hotline, Inc.
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LEGEND

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- PROPOSED HANDHOLE
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SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER C06 OF C1

NOTES:
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MATCH TO SHEET #C6



MATCH TO SHEET #C13

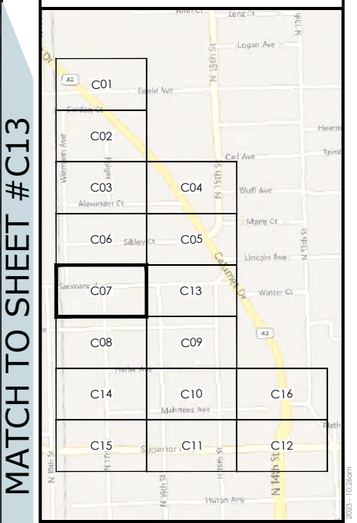
MATCH TO SHEET #C8

DIGGERS HOTLINE
Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND
- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- PROPOSED ANCHOR
- SPLICECASE
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- FUTURE SINGLE SERVICE FIBER DROP
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CONSTRUCTION DRAWING



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SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER: C07 OF C13

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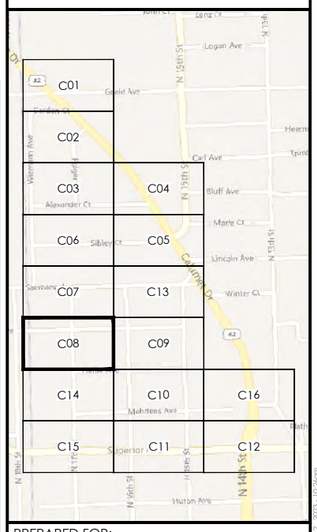


Diggers Hotline, Inc.
811 or 1-800-242-8511

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CONSTRUCTION DRAWING



PREPARED FOR: TDS

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SCALE: 1" = 50'

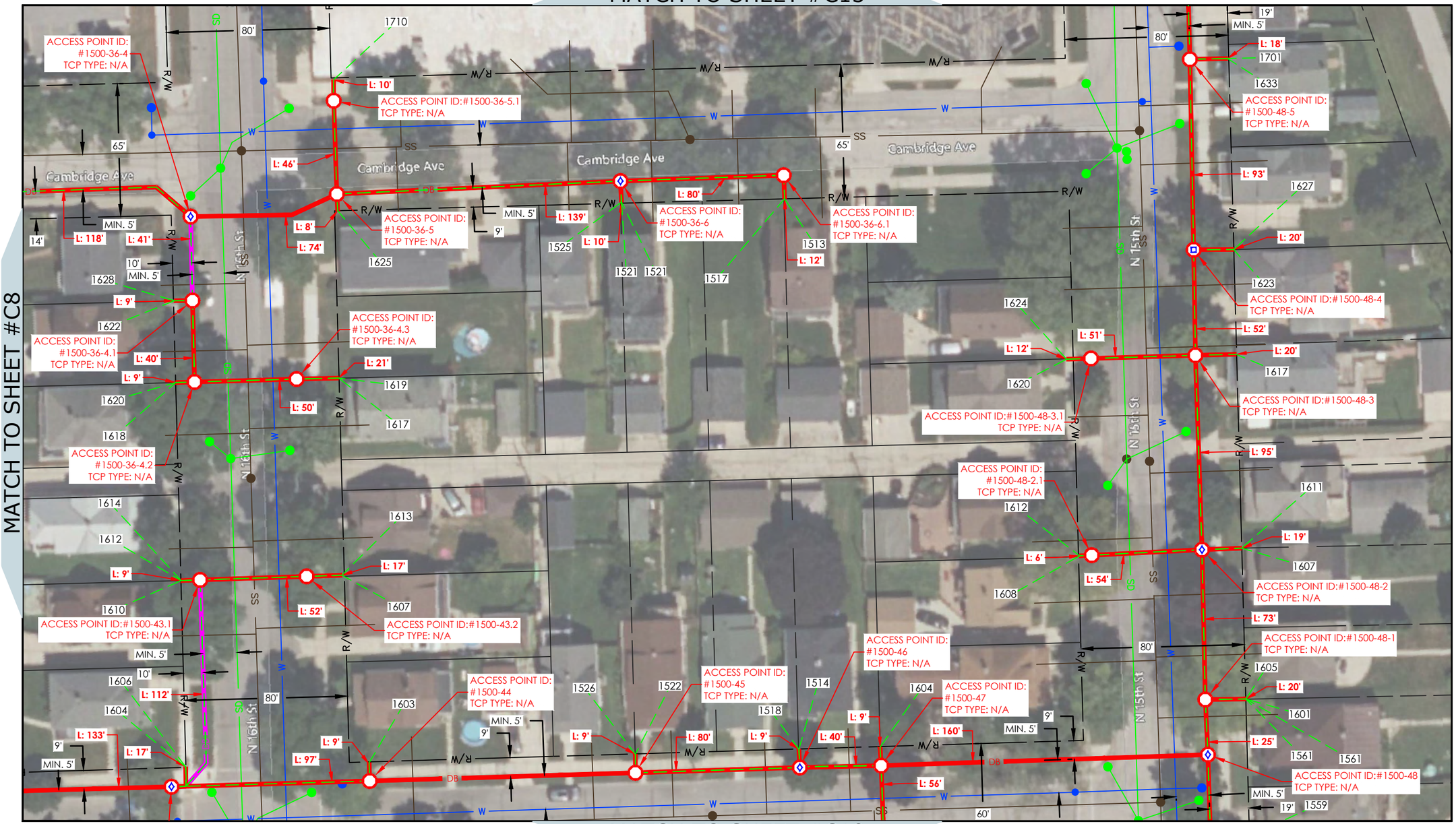
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SHEET NUMBER: C08 OF C16

135

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MATCH TO SHEET #C13



MATCH TO SHEET #C8

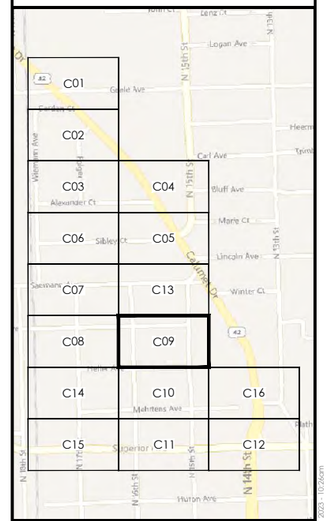
MATCH TO SHEET #C10

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811 or 1-800-242-8511

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SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER C09 OF C1

136

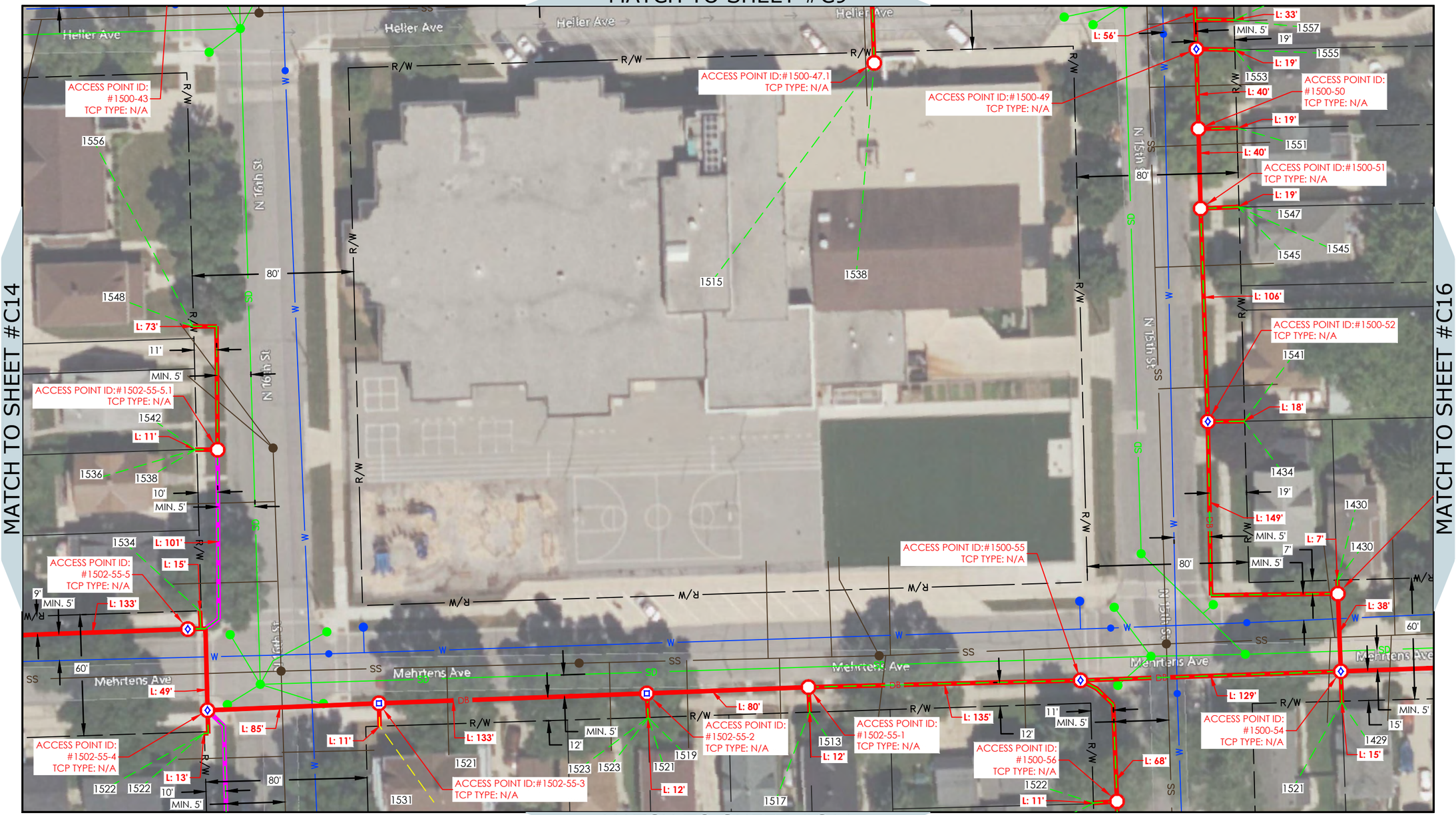
NOTES:
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2) REMOVE & REPLACE ALL EXISTING MATERIAL TO BETTER OR EQUAL CONDITION & PER SHEBOYGAN REQUIREMENTS.
3) UTILITIES SHOWN ARE NOT TO SCALE, CONTRACTOR TO CONTACT 811 TO VERIFY UTILITY LOCATION, DEPTH, & SIZE.
4) DIRECTIONAL BORING MUST BE AT LEAST 5 FEET HORIZONTAL CLEARANCE FROM EXISTING UTILITIES & 24" VERTICAL CLEARANCE FROM EXISTING UTILITIES UNLESS OTHERWISE NOTED ON JURISDICTION PERMIT NOTES. (REFER TO SHEET B02 FOR PERMIT NOTES)
5) FOR ACCESS POINT HANDHOLES LOCATED BETWEEN THE CURB AND SIDEWALK, CONTRACTOR TO BORE AND PLACE 1-1.25" CONDUIT AT 18" DEPTH BELOW GRADE UNDER SIDEWALK PANEL FROM ACCESS POINT AND CAP CONDUIT TO EDGE OF ROW.
6) SEE SUPPLEMENTAL PERMIT CONDITIONS FOR ADDITIONAL CLARITY ON UTILITY SEPARATION/INSTALLATION.
7) MAINTAIN 5' VERTICAL AND 3' HORIZONTAL DISTANCE FROM CITY UTILITIES.
8) MAINTAIN 24" BELOW TREES AND 5' AWAY FROM TREES IF TRENCHING.
9) 24" MIN BURIED DEPTH FOR NEW UG CONDUIT PLACEMENT.

MATCH TO SHEET #C9

MATCH TO SHEET #C14

MATCH TO SHEET #C16

MATCH TO SHEET #C11



DIGGERS HOTLINE

Item 18.

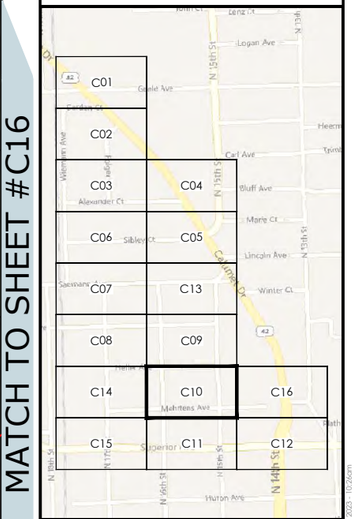
Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- PROPOSED ANCHOR
- SPLICECASE
- SPLICE A4
- SPLICE B8G
- SPLICE C12
- PROP DIRECTIONAL BORE (1 DUCT)
- PROP DIRECTIONAL BORE (2 DUCT)
- PROPOSED DIRECT BURY
- PROPOSED AERIAL
- PROPOSED OVERHEAD GUY
- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
- R/W RIGHT OF WAY
- UE UTILITY EASEMENT
- P/L PROPERTY LINE
- G GAS LINE
- W WATER MAIN
- S SEWER
- SD STORM DRAIN
- E POWER LINE
- GAS STRUCTURE
- DRAINAGE STRUCTURE
- WATER STRUCTURE
- ELECTRIC STRUCTURE
- SANITARY STRUCTURE

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CONSTRUCTION DRAWING



PREPARED FOR: TDS

TILSON
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info@tilsontech.com

REVISIONS

DATE	DESCRIPTION	INITIAL
12/29/22	INITIAL SUBMISSION	NV
01/12/23	REV 1	NV
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SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER: C10 OF C16

137

NOTES:
1) RIGHT-OF-WAY ARE DEPICTED BASED ON FIELD OBSERVATION AND FROM DEEDS, MAPS, ASSESSOR RECORDS, & OTHER PUBLIC MUNICIPALITY RECORD ON FILE. IF FURTHER ACCURACY IS REQUIRED, LAND SURVEYS WILL BE NECESSARY.
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9) 24" MIN BURIED DEPTH FOR NEW UG CONDUIT PLACEMENT.

MATCH TO SHEET #C10

MATCH TO SHEET #C15

MATCH TO SHEET #C12



N

DIGGERS HOTLINE

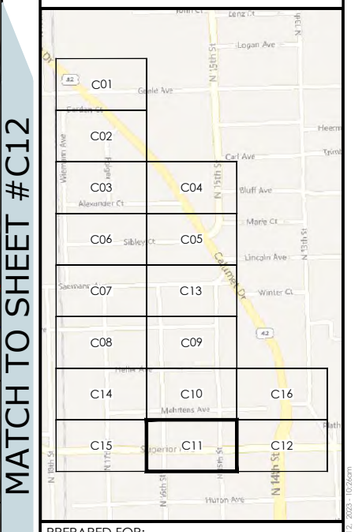
Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

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- PROPOSED HANDHOLE
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- SPLICE A4
- SPLICE B8G
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- PROPOSED OVERHEAD GUY
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- FUTURE SINGLE SERVICE FIBER DROP
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- UE UTILITY EASEMENT
- P/L PROPERTY LINE
- G GAS LINE
- W WATER MAIN
- S SEWER
- SD STORM DRAIN
- E POWER LINE
- GAS STRUCTURE
- DRAINAGE STRUCTURE
- WATER STRUCTURE
- ELECTRIC STRUCTURE
- SANITARY STRUCTURE

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CONSTRUCTION DRAWING



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REVISIONS

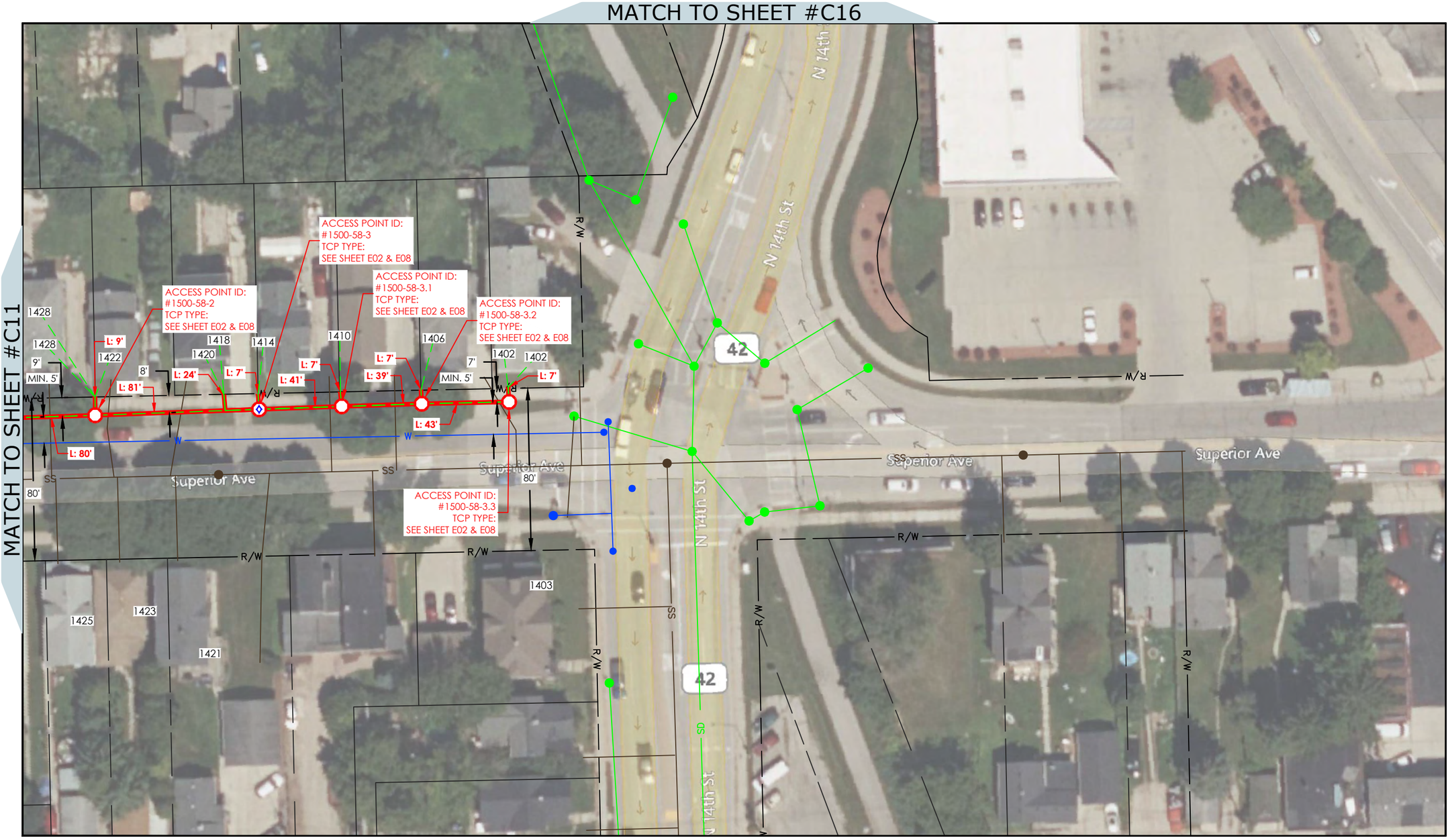
DATE	DESCRIPTION	INITIAL
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01/12/23	REV 1	NV
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SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER: C11 OF C1

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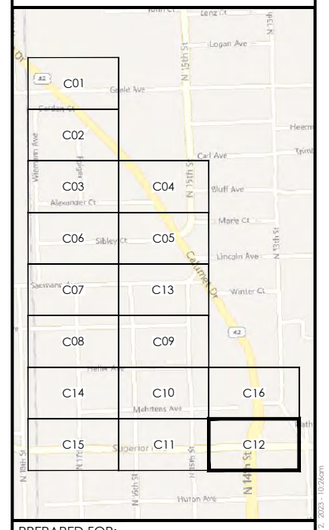
DIGGERS HOTLINE
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LEGEND

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- FUTURE SINGLE SERVICE FIBER DROP
- RIGHT OF WAY
- UTILITY EASEMENT
- PROPERTY LINE
- GAS LINE
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- SEWER
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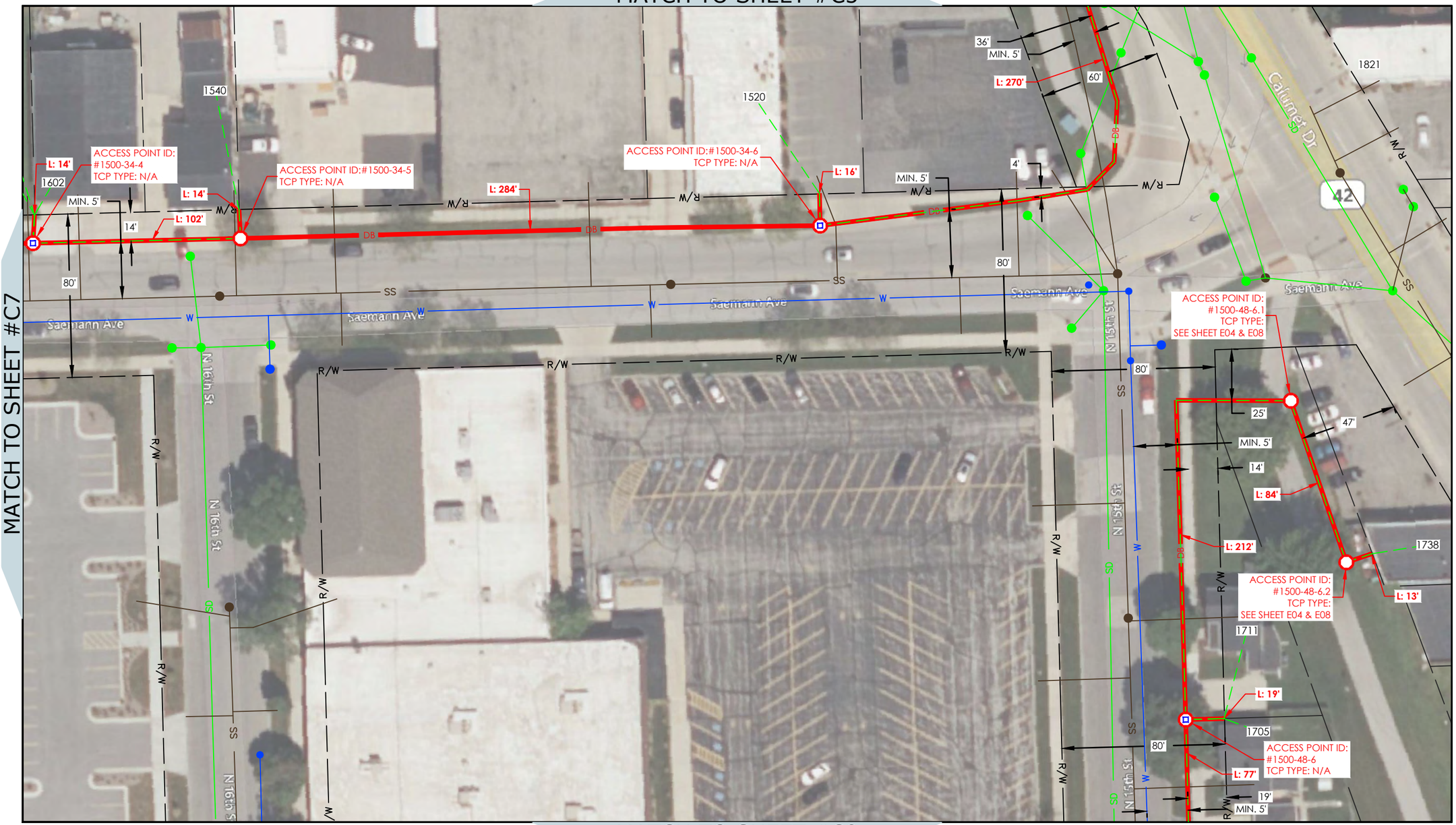
SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER: C12 OF C16

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MATCH TO SHEET #C5



MATCH TO SHEET #C7

MATCH TO SHEET #C9

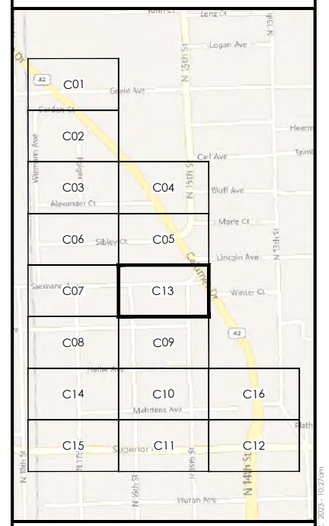
Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

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SCALE: 1" = 50'

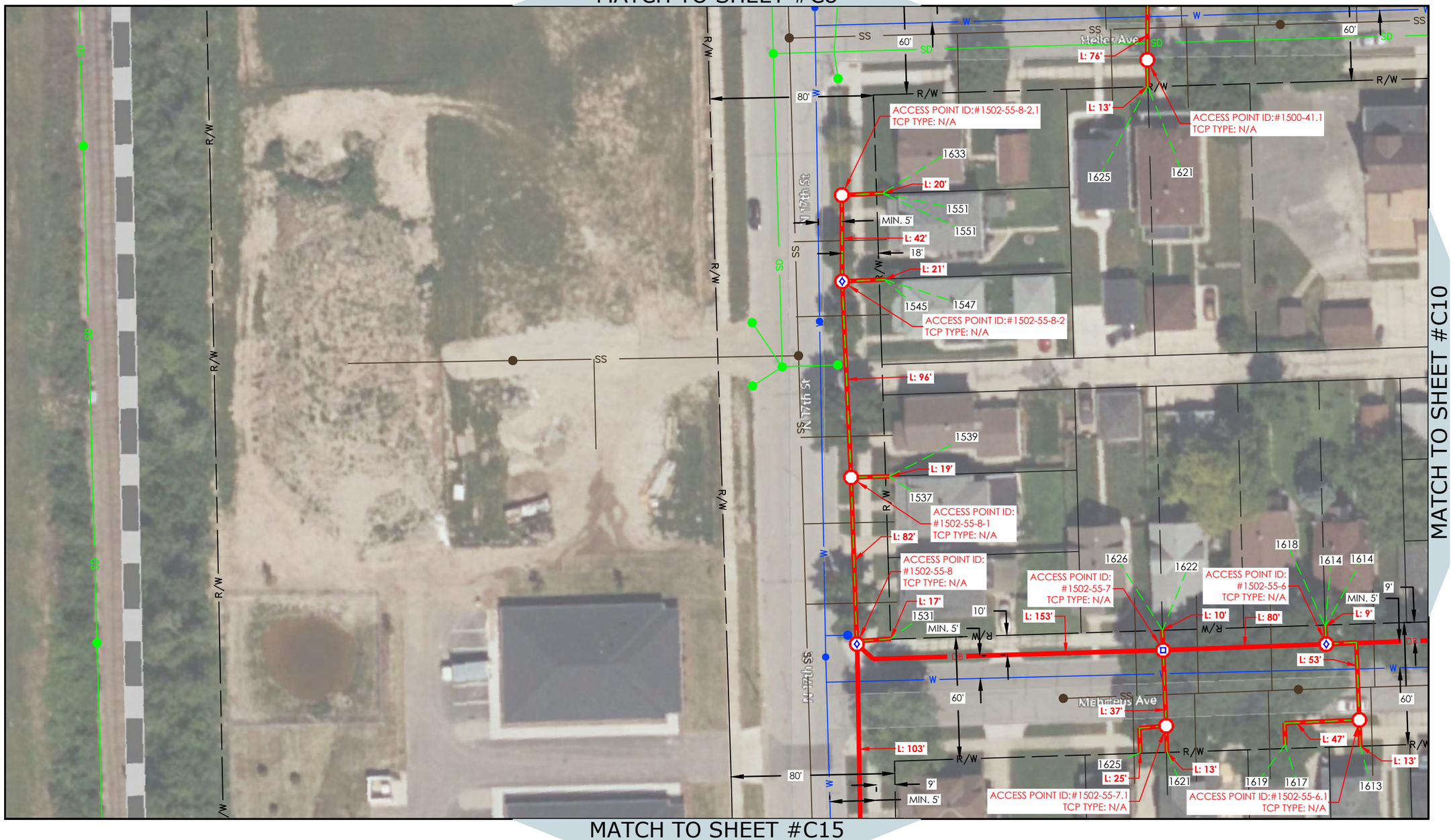
DRAFTED BY: NV

SHEET NUMBER: C13 OF C1

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N

MATCH TO SHEET #C8



MATCH TO SHEET #C10

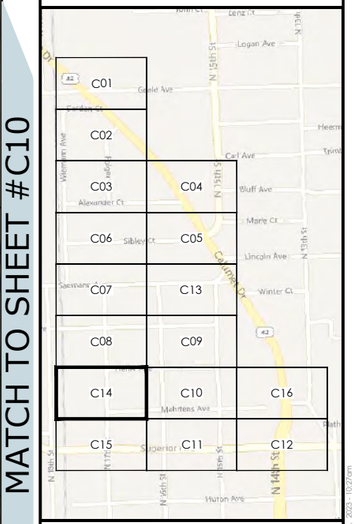
MATCH TO SHEET #C15

DIGGERS HOTLINE
Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND
- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- PROPOSED ANCHOR
- SPLICECASE
- SPLICE A4
- SPLICE B8G
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- PROPOSED AERIAL
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- UE UTILITY EASEMENT
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CONSTRUCTION DRAWING



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SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER: C14 OF C1

141

Sheboygan County, WI\Sheboygan Sheet Index\SHEBWI_0930BA_11\Drawings\Sheet Index\SHEBWI_0930BA_11 Drawing Set 12-29-2022 10:20:00

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MATCH TO SHEET #C14



MATCH TO SHEET #C11

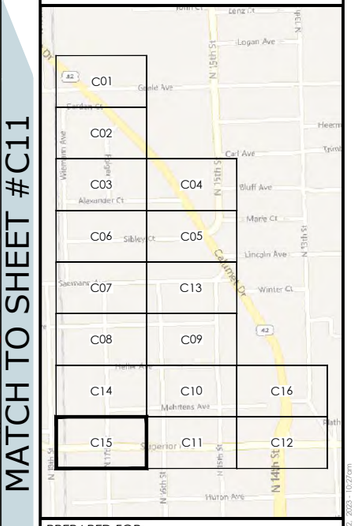
Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

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SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER C15 OF C1

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N

MATCH TO SHEET #C5

MATCH TO SHEET #C10

MATCH TO SHEET #C12

ACCESS POINT ID: #1500-53 TCP TYPE: N/A
ACCESS POINT ID: #1500-54-1.2 TCP TYPE: N/A
ACCESS POINT ID: #1500-54-1.3 TCP TYPE: N/A
ACCESS POINT ID: #1500-54-1 TCP TYPE: N/A
ACCESS POINT ID: #1500-54-1.1 TCP TYPE: N/A

1618 1424 1420 1414 1423 1419 1415 1409

L: 6' L: 7' L: 50' L: 40' L: 100' L: 34' L: 16' L: 100' L: 15'

7' MIN. 5' 60' MIN. 5' 15'

R/W SS SD W

Calumet Dr N 13th St N 14th St Mehrtens Ave

42

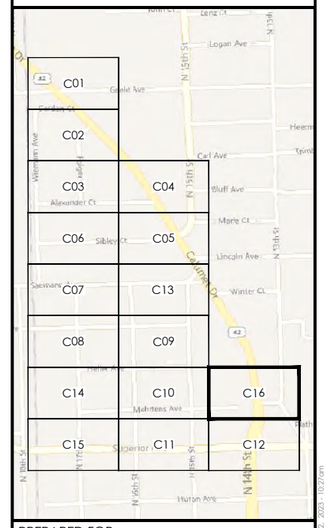
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- GAS STRUCTURE
- DRAINAGE STRUCTURE
- WATER STRUCTURE
- ELECTRIC STRUCTURE
- SANITARY STRUCTURE

SHEBWI_0930BA_11

CONSTRUCTION DRAWING



PREPARED FOR: TDS

TILSON
T: (207) 591-6427 F: (207) 772-3427
info@tilsontech.com

REVISIONS

DATE	DESCRIPTION	INITIAL
12/29/22	INITIAL SUBMISSION	NV
01/12/23	REV 1	NV
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SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER C16 OF C1

TRAFFIC CONTROL APPENDIX

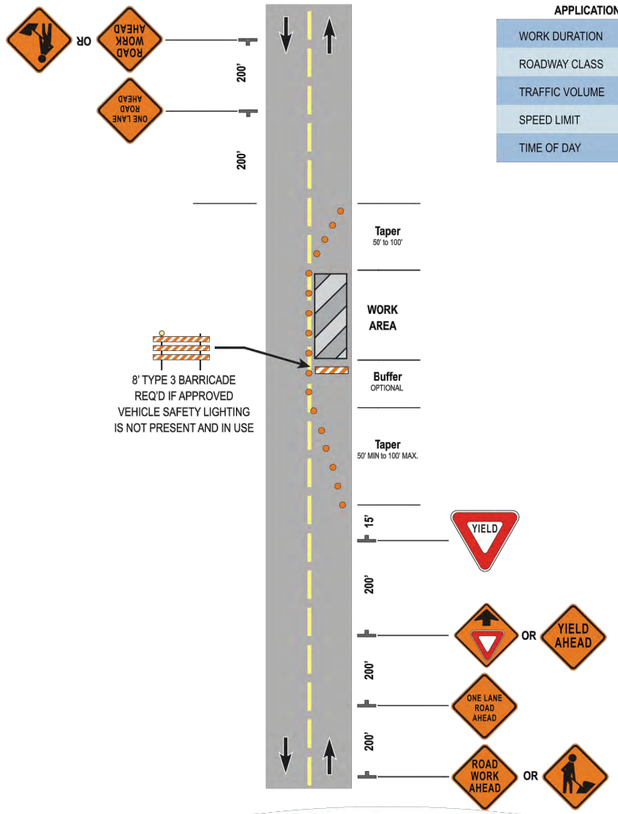
DFN NAME: SHEBWI_0930BA_11

PROJECT NAME: SHEBOYGAN, WI FTTX BUILD
SHEBOYGAN, WI

HALF-ROAD CLOSURE LOW & MODERATE VOLUME

Half-Road Closure on Road with Low Volume

Intermediate-Term Stationary Operation



APPLICATION OF THIS DIAGRAM

WORK DURATION	UP TO 7 DAYS
ROADWAY CLASS	LOCAL
TRAFFIC VOLUME	UP TO 400 ADT
SPEED LIMIT	25 MPH OR LESS
TIME OF DAY	ANY

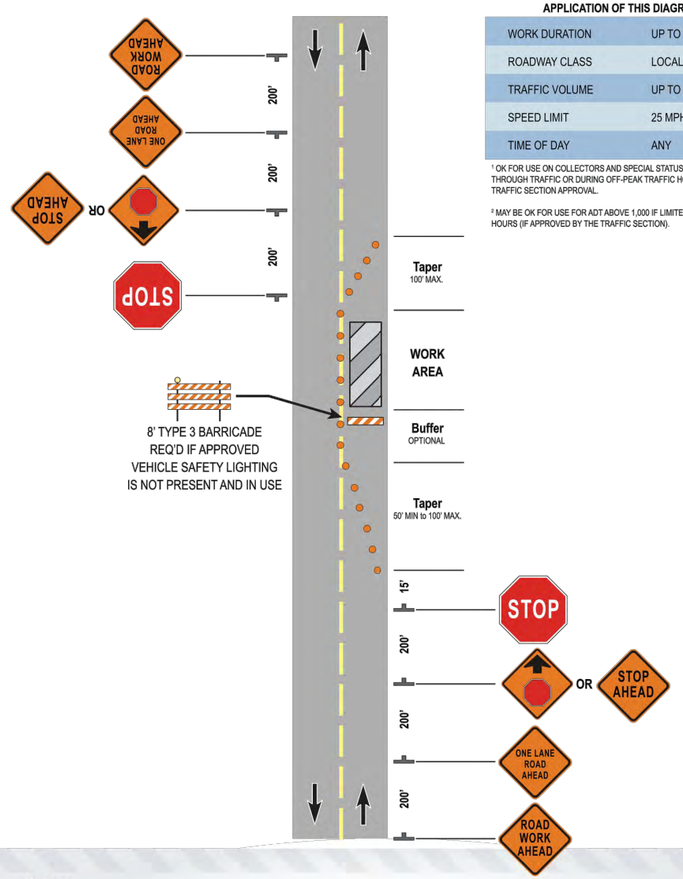
Notes:

1. This layout may be used when volumes are low, work areas are short, sight distance is good, and traffic can easily see the roadway beyond. It shall not be used on designated ARTERIAL, COLLECTOR, SPECIAL STATUS or CBD roadways.
2. The YIELD sign shall only be used with permission of the Traffic Section.
3. Where traffic does not self-regulate effectively, one or two flaggers, or STOP signs for each direction near the beginning of the tapers may be used with required advance warning signs as described on following pages.

17

Half-Road Closure on 2-Lane Road with Moderate Volume

Intermediate-Term Stationary Operation



APPLICATION OF THIS DIAGRAM

WORK DURATION	UP TO 7 DAYS
ROADWAY CLASS	LOCAL[1]
TRAFFIC VOLUME	UP TO 1,000 ADT[2]
SPEED LIMIT	25 MPH OR LESS
TIME OF DAY	ANY

[1] OK FOR USE ON COLLECTORS AND SPECIAL STATUS IF CLOSED TO THROUGH TRAFFIC OR DURING OFF-PEAK TRAFFIC HOURS WITH TRAFFIC SECTION APPROVAL.

[2] MAY BE OK FOR USE FOR ADT ABOVE 1,000 IF LIMITED TO OFF-PEAK HOURS (IF APPROVED BY THE TRAFFIC SECTION).

Notes:

1. This layout may be used when volumes are less than 1,000 ADT, work areas are short, sight distance is good, and traffic can easily see the roadway beyond. It shall not be used on designated ARTERIAL roadways.
2. STOP signs shall only be used with permission of the Traffic Section.
3. Where traffic does not self-regulate effectively, one or two flaggers may be used with required advance warning signs as described on following pages.
4. Approved high intensity vehicle safety lights shall be utilized if Type 3 barricade is not used.

18

Item 18.

Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- SPLICECASE
- SPLICE A4
- SPLICE B8G
- SPLICE C12
- PROPOSED ANCHOR
- PROP DIRECTIONAL BORE (1 DUCT)
- PROP DIRECTIONAL BORE (2 DUCT)
- PROPOSED DIRECT BURY
- PROPOSED AERIAL
- PROPOSED OVERHEAD GUY
- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
- RIGHT OF WAY
- UTILITY EASEMENT
- PROPERTY LINE
- GAS LINE
- WATER MAIN
- SEWER
- STORM DRAIN
- POWER LINE
- GAS STRUCTURE
- DRAINAGE STRUCTURE
- WATER STRUCTURE
- ELECTRIC STRUCTURE
- SANITARY STRUCTURE

SHEBWI_0930BA_11

CONSTRUCTION DRAWING

PREPARED FOR: TDS

TILSON
T: (207) 591-6427 F: (207) 772-3427
info@tilsontech.com

REVISIONS

DATE	DESCRIPTION	INITIAL
12/29/22	INITIAL SUBMISSION	NV
01/12/23	REV 1	NV
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SCALE: 1" = 50'

DRAFTED BY: NV

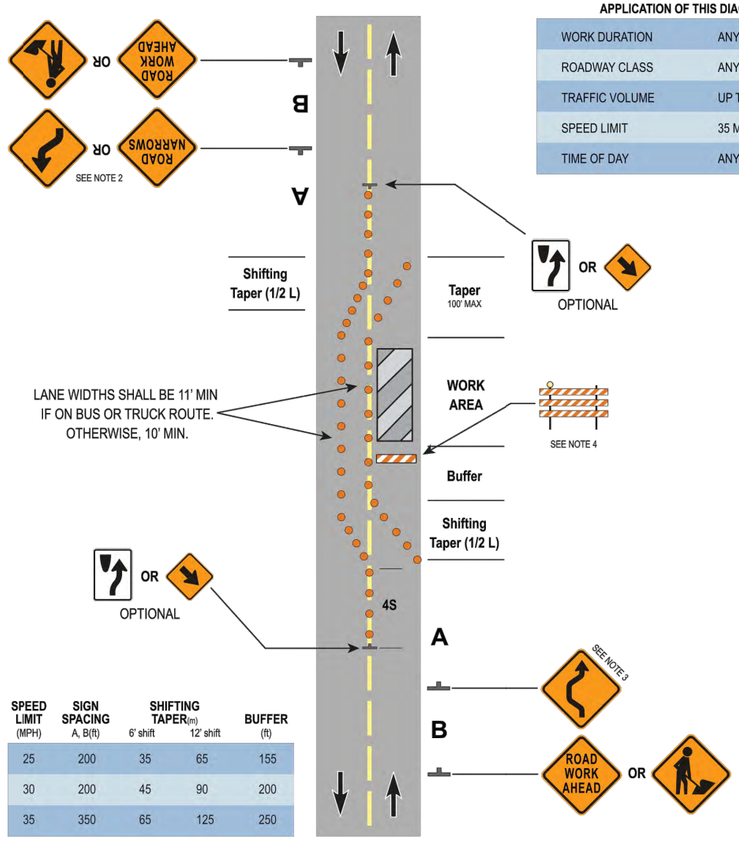
SHEET NUMBER: E02 OF E08

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2 - LANE COLLECTOR / ARTERIAL MODERATE VOLUME

Work in Travel Lane on 2-Lane Collector/Arterial with Moderate Volume

Stationary Operation



APPLICATION OF THIS DIAGRAM

WORK DURATION	ANY
ROADWAY CLASS	ANY 2-LANE
TRAFFIC VOLUME	UP TO 10,000 ADT
SPEED LIMIT	35 MPH OR LESS
TIME OF DAY	ANY

SPEED LIMIT (MPH)	SIGN SPACING A, B(ft)	SHIFTING TAPER(m) 6' shift	SHIFTING TAPER(m) 12' shift	BUFFER (ft)
25	200	35	65	155
30	200	45	90	200
35	350	65	125	250

Notes:

1. Where pavement markings conflict with the temporary travel lane, the channelizing devices separating opposing traffic shall have a maximum spacing in feet of half (½) the speed limit in mph.
2. The ROAD NARROWS or Reverse Turn signs are optional where the lane shift requires only a minor deviation in travel path. The Reverse Curve/Turn sign is appropriate for larger deviations in the travel path.
3. If the tangent is more than 600 feet, the Reverse Curve/Turn sign shall be used instead of the Double Reverse Curve sign.
4. Approved high intensity vehicle safety lights shall be utilized if Type 3 barricade is not used.
5. All orange work zone traffic control signs used on ARTERIAL and COLLECTOR roadways shall utilize fluorescent orange prismatic sheeting as required in Section 5.

Item 18.

Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- SPLICECASE
- SPLICE A4
- SPLICE B8G
- SPLICE C12
- PROPOSED ANCHOR
- PROP DIRECTIONAL BORE (1 DUCT)
- PROP DIRECTIONAL BORE (2 DUCT)
- PROPOSED DIRECT BURY
- PROPOSED AERIAL
- PROPOSED OVERHEAD GUY
- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
- RIGHT OF WAY
- UTILITY EASEMENT
- PROPERTY LINE
- GAS LINE
- WATER MAIN
- SEWER
- STORM DRAIN
- POWER LINE
- GAS STRUCTURE
- DRAINAGE STRUCTURE
- WATER STRUCTURE
- ELECTRIC STRUCTURE
- SANITARY STRUCTURE

SHEBWI_0930BA_11

CONSTRUCTION DRAWING

PREPARED FOR:

TILSON
T: (207) 591-6427 F: (207) 772-3427
info@tilsontech.com

REVISIONS

DATE	DESCRIPTION	INITIAL
12/29/22	INITIAL SUBMISSION	NV
01/12/23	REV 1	NV
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SCALE: 1" = 50'

DRAFTED BY: NV

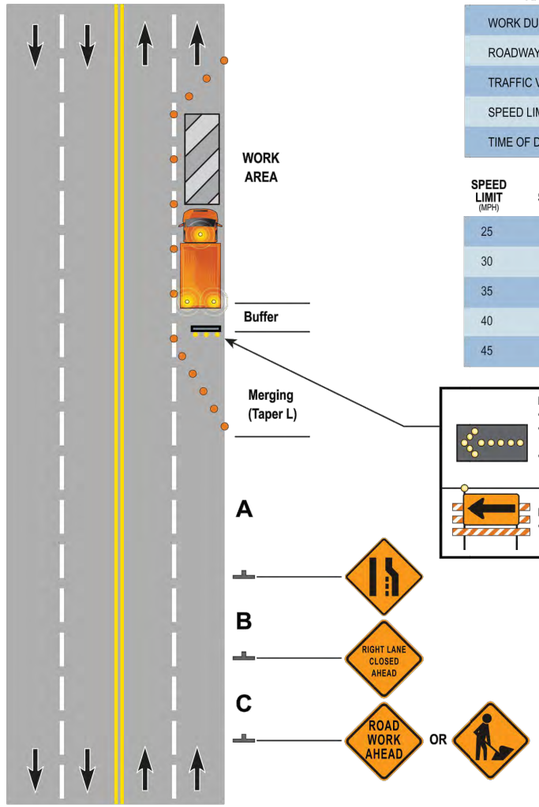
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4 - LANE COLLECTOR / ARTERIAL MODERATE VOLUME

Work in Travel Lane on 4-Lane Collector/ Arterial/Special Status

Intermediate/Long-Term Stationary Operation



APPLICATION OF THIS DIAGRAM

WORK DURATION	ANY
ROADWAY CLASS	ANY 4-LANE
TRAFFIC VOLUME	ANY
SPEED LIMIT	45 MPH OR LESS
TIME OF DAY	ANY

SPEED LIMIT (MPH)	SIGN SPACING A, B, C (ft)	MERGING TAPER (ft) FOR 12' LANE	BUFFER (ft)
25	200	180	155
30	200	180	200
35	350	245	250
40	350	320	305
45	500	540	360

REQUIRED IF:
- SPEED LIMIT IS 35 MPH OR GREATER, OR
- WORK OCCURS DURING PEAK TRAFFIC HOURS, AT NIGHT, OR
- UNDER SPECIAL CIRCUMSTANCES (SEE SECTION 5)

OR

REQUIRED IF:
- ARROW BOARD NOT PRESENT

Notes:

1. When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic from/to the side road and, as a minimum, a ROAD WORK AHEAD sign shall be placed on each side street approach. Turn prohibition signs may also be required by the Traffic Section.
2. This layout can be reversed for left lane closures. In this case, channelizing devices are required along the centerline of the roadway.
3. If a raised median is present, additional advance warning signage may be required.
4. All orange work zone traffic control signs used on ARTERIAL and COLLECTOR roadways shall utilize fluorescent orange prismatic sheeting as required in Section 5.
5. If cones are used as channelizing devices, they shall be a minimum of 28 inches in height.

25

Item 18.

Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- SPLICECASE
- SPLICE A4
- SPLICE B8G
- SPLICE C12
- PROPOSED ANCHOR
- PROP DIRECTIONAL BORE (1 DUCT)
- PROP DIRECTIONAL BORE (2 DUCT)
- PROPOSED DIRECT BURY
- PROPOSED AERIAL
- PROPOSED OVERHEAD GUY
- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
- RIGHT OF WAY
- UTILITY EASEMENT
- PROPERTY LINE
- GAS LINE
- WATER MAIN
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- WATER STRUCTURE
- ELECTRIC STRUCTURE
- SANITARY STRUCTURE

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CONSTRUCTION DRAWING

PREPARED FOR: TDS

TILSON
T: (207) 591-6427 F: (207) 772-3427
info@tilsontech.com

REVISIONS

DATE	DESCRIPTION	INITIAL
12/29/22	INITIAL SUBMISSION	NV
01/12/23	REV 1	NV
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SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER: E04 OF E08

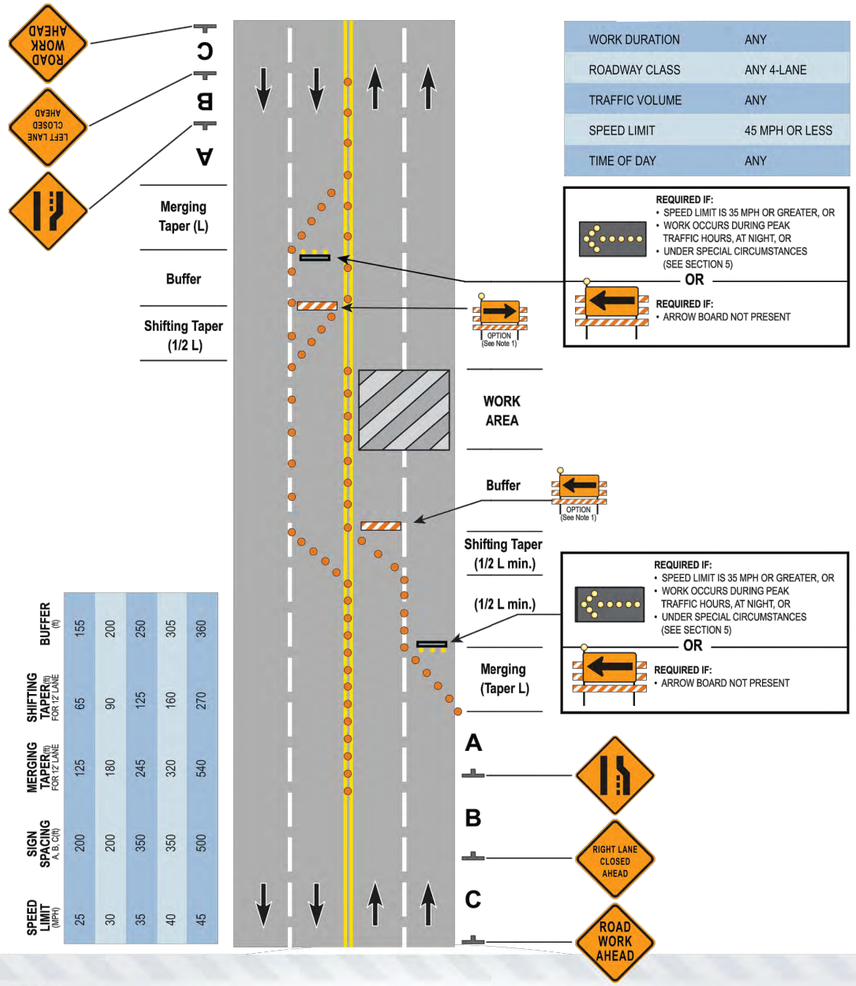
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HALF-ROAD CLOSURE MULTI-LANE

Half Road Closure on Multi-Lane Roadway

Intermediate/Long-Term Stationary Operation



SPEED LIMIT (MPH)	SIGN SPACING A, B, C (FT)	MERGING TAPER L (FT) FOR 1 LANE	SHIFTING TAPER L (FT) FOR 1 LANE	BUFFER (FT)
25	200	125	65	155
30	200	180	90	200
35	350	245	125	250
40	350	320	160	305
45	500	540	270	360

Notes:

1. Items noted as "Optional" may be required by the Traffic Section based on special circumstances.
2. When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic from/to the side road and, as a minimum, a ROAD WORK AHEAD sign shall be placed on each side street approach. Turn prohibition signs may also be required by the Traffic Section.
3. If a raised median is present, additional advance warning signage may be required.
4. All orange work zone traffic control signs used on ARTERIAL and COLLECTOR roadways shall utilize fluorescent orange prismatic sheeting as required in Section 5.

Item 18.

Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- SPLICECASE
- SPLICE A4
- SPLICE B8G
- SPLICE C12
- PROPOSED ANCHOR
- PROP DIRECTIONAL BORE (1 DUCT)
- PROP DIRECTIONAL BORE (2 DUCT)
- PROPOSED DIRECT BURY
- PROPOSED AERIAL
- PROPOSED OVERHEAD GUY
- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
- RIGHT OF WAY
- UTILITY EASEMENT
- PROPERTY LINE
- GAS LINE
- WATER MAIN
- SEWER
- STORM DRAIN
- POWER LINE
- GAS STRUCTURE
- DRAINAGE STRUCTURE
- WATER STRUCTURE
- ELECTRIC STRUCTURE
- SANITARY STRUCTURE

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CONSTRUCTION DRAWING

PREPARED FOR:

TDS

TILSON
T: (207) 591-6427 F: (207) 772-3427
info@tilsontech.com

REVISIONS

DATE	DESCRIPTION	INITIAL
12/29/22	INITIAL SUBMISSION	NV
01/12/23	REV 1	NV
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SCALE: 1" = 50'

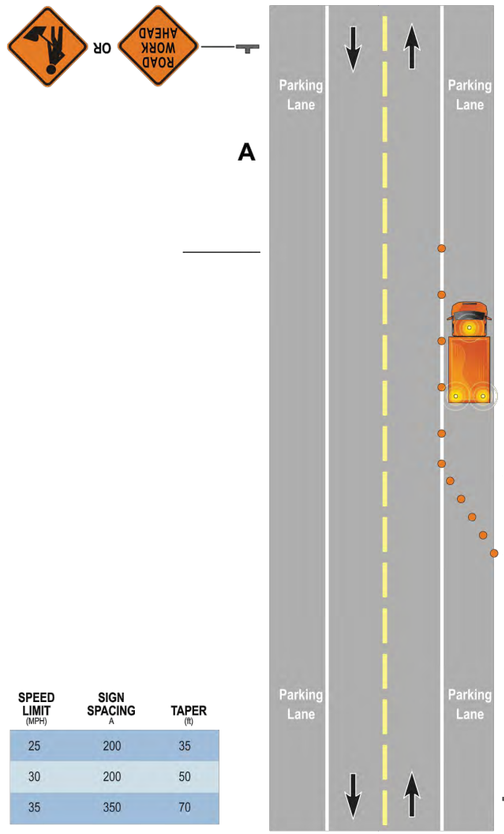
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SHEET NUMBER E05 OF E08

WORK ON PARKING LANE

Work on Parking Lane

Intermediate Stationary Operation



APPLICATION OF THIS DIAGRAM

WORK DURATION	1 HOUR OR LESS
ROADWAY CLASS	ANY 2-LANE
TRAFFIC VOLUME	ANY
SPEED LIMIT	35 MPH OR LESS
TIME OF DAY	OFF-PEAK ONLY

SPEED LIMIT (MPH)	SIGN SPACING A	TAPER (ft)
25	200	35
30	200	50
35	350	70

Notes:

1. If encroachment into the adjacent traffic lane is permitted by the Traffic Section, a 10-foot minimum clear lane width shall be maintained (11 feet in the case of truck/bus routes).
2. If there is encroachment into the traffic lane, a ROAD NARROWS sign may also be required.
3. For short duration work (60 minutes or less), the channelizing devices may be omitted if a vehicle with approved high intensity vehicle safety lighting is used.
4. When the work area is at least 2 feet from the traffic lane on roads with low volumes and speeds of 35 mph or less, the advance warning sign for the opposite direction may be omitted.
5. All orange work zone traffic control signs used on ARTERIAL roadways shall utilize fluorescent orange prismatic sheeting as required in Section 5.

14

Item 18.

Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- SPLICECASE
- SPLICE A4
- SPLICE B8G
- SPLICE C12
- PROPOSED ANCHOR
- PROP DIRECTIONAL BORE (1 DUCT)
- PROP DIRECTIONAL BORE (2 DUCT)
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- PROPOSED OVERHEAD GUY
- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
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- SANITARY STRUCTURE

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CONSTRUCTION DRAWING

PREPARED FOR:

TDS

TILSON
T: (207) 591-6427 F: (207) 772-3427
info@tilsontech.com

REVISIONS

DATE	DESCRIPTION	INITIAL
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01/12/23	REV 1	NV
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SCALE: 1" = 50'

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SHEET NUMBER E06 OF E08

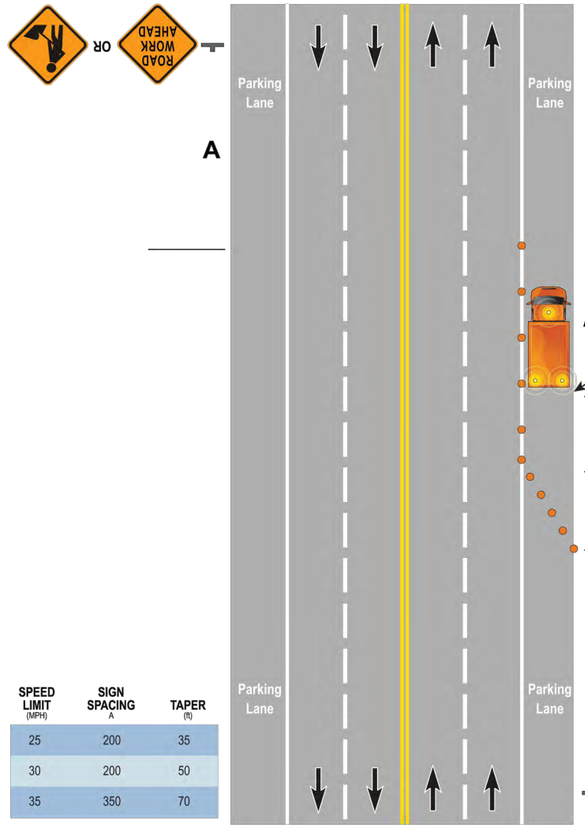
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PARKING LANE CLOSURE ON 4-LANE ROAD

Parking Lane Closure on 4-Lane Road

Intermediate Stationary Operation



APPLICATION OF THIS DIAGRAM	
WORK DURATION	1 HOUR OR LESS
ROADWAY CLASS	ANY 4-LANE
TRAFFIC VOLUME	ANY
SPEED LIMIT	35 MPH OR LESS
TIME OF DAY	OFF-PEAK ONLY

SPEED LIMIT (MPH)	SIGN SPACING A	TAPER (ft)
25	200	35
30	200	50
35	350	70

Notes:

1. If encroachment into the adjacent traffic lane is permitted by the Traffic Section, a 10-foot minimum clear lane width shall be maintained (11 feet in the case of truck/bus routes).
2. For short duration work (60 minutes or less), the channelizing devices may be omitted if a vehicle with approved high intensity vehicle safety lighting is used.
3. All orange work zone traffic control signs used on ARTERIAL roadways shall utilize fluorescent orange prismatic sheeting as required in Section 5.

22

Item 18.

Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- SPLICECASE
- SPLICE A4
- SPLICE B8G
- SPLICE C12
- PROPOSED ANCHOR
- PROP DIRECTIONAL BORE (1 DUCT)
- PROP DIRECTIONAL BORE (2 DUCT)
- PROPOSED DIRECT BURY
- PROPOSED AERIAL
- PROPOSED OVERHEAD GUY
- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
- RIGHT OF WAY
- UTILITY EASEMENT
- PROPERTY LINE
- GAS LINE
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CONSTRUCTION DRAWING

PREPARED FOR:

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TILSON
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info@tilsontech.com

REVISIONS

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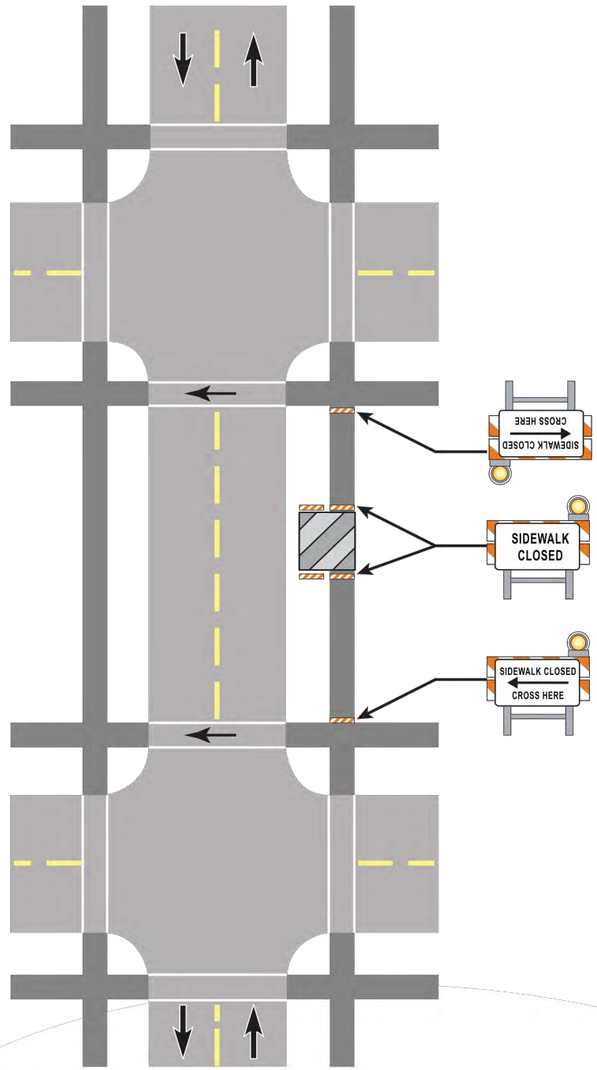
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SHEET NUMBER E07 OF E08

SIDEWALK CLOSURE

Sidewalk Closure (Pedestrian Detour)



Notes:

1. Additional advance warning may be required.
2. Sidewalk closures shall be provided per this diagram when overhead work takes place above the sidewalk or in areas close enough to the sidewalk that the work could potentially create a safety hazard for pedestrians, as determined by the Traffic Section.
3. Only the traffic control devices related to pedestrians are shown. Other devices may be required.

30

Diggers Hotline, Inc.
811 or 1-800-242-8511

LEGEND

- PROPOSED PEDESTAL
- PROPOSED HANDHOLE
- BORE PIT
- EXISTING UTILITY POLE
- PROPOSED POLE RISER
- SPLICECASE
- SPLICE A4
- SPLICE B8G
- SPLICE C12
- PROPOSED ANCHOR
- PROP DIRECTIONAL BORE (1 DUCT)
- PROP DIRECTIONAL BORE (2 DUCT)
- PROPOSED DIRECT BURY
- PROPOSED AERIAL
- PROPOSED OVERHEAD GUY
- OPTI-TAP/SPLITTER FIBER DROP
- FUTURE SINGLE SERVICE FIBER DROP
- R/W RIGHT OF WAY
- UE UTILITY EASEMENT
- P/L PROPERTY LINE
- G GAS LINE
- W WATER MAIN
- S SEWER
- SD STORM DRAIN
- E POWER LINE
- GAS STRUCTURE
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SHEBWI_0930BA_11

CONSTRUCTION DRAWING

PREPARED FOR: TDS

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REVISIONS

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SCALE: 1" = 50'

DRAFTED BY: NV

SHEET NUMBER E08 OF E08

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III

Res. No. 125 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.
January 16, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Stryker Sales, LLC for five chest compression systems and related services and authorizing an adjustment to the 2023 budget.

WHEREAS, in order for the City to place their order prior to February 1, 2023 and avoid the 6% price increase that will take affect on February 1, 2023, it is appropriate to suspend the rules and adopt this Resolution without referral to a committee of the Council; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") through its Assistance to Firefighters Grant ("AFG") Program provides funds to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards; and

WHEREAS, the Sheboygan Fire Department has been awarded an AFG grant of $87,045.45 to support the Sheboygan Fire Department (see Res. No. 75-22-23 adopted October 17, 2022); and

WHEREAS, the Sheboygan Fire Department desires to use the grant to purchase emergency chest compression equipment and equipment support; and

WHEREAS, the City issued a request for bids to supply the equipment and support; and

WHEREAS, of the two bids received, Stryker Corporation's LUCAS 3.1 Chest Compression System is preferred despite being higher priced than the second bid as explained in the Purchasing Justification, attached and incorporated herein; and

WHEREAS, FEMA has approved using the grant funds for the LUCAS 3.1 Chest Compression System and equipment support.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief is hereby authorized to execute an agreement with Stryker Sales, LLC for the purchase and support of five emergency chest compression systems.

Suspend Rules
Adopt Res.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to transfer funds in the amount of $8,704.55 from General Fund fund balance utilizing unused 2022 budget allocation to fund the cost of City's share of the FEMA CPR Grant via the following budget amendment:

INCREASE:
General Fund - Finance - Interfund Transfers Out (Acct. No. 101150-811100)
Capital Fund - Public Safety - Other Equipment (Acct. No. 400200-659100)
Capital Projects Fund - Interfund Transfer In (Acct. No. 400-492000)

_____

_____

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

Purchasing Justification
for
Lucas Chest Compression System

Introduction
This document is being written to justify the purchase of five Lucas Chest Compression Systems, service plans and associated equipment using 2021 AFG funds.

Background
The City of Sheboygan Fire Department was awarded an AFG Grant with which to purchase five automatic CPR compression devices, service contracts, and associated equipment. The total adjusted award under the grant was $87,045.45, with a $8,704.55 match paid by the City of Sheboygan. A request for sealed bids was published per grant requirements. Two bids were received, one from Stryker for their Lucas Chest Compression System, and one from Ferno for the Lifeline ARM. The total cost for the Lucas Chest Compression System was $100,878.60, while the Ferno Lifeline ARM bid was $85,168.60. Despite the fact that the Lucas Chest Compression System is not the low-cost bid, it is being selected for purchase under the grant.

Justification
As part of our decision process, our Medical Director Dr. Scott Kunkel was asked to compare the equipment in each of the quotes received in the bid process. His response letter is attached, but I will also include his reasons here for being in favor of purchasing the Lucas Chest Compression System. Dr Kunkel's letter reads:

> *"The Sheboygan Fire Department (SFD) has received a grant to obtain mechanical CPR compression devices to be utilized in out-of-hospital cardiac arrest situations. After researching and comparing the options on which device to specifically purchase and utilize, the decision was made to pursue the Lucas device for the following reasons:*
>
> ***Device Specific:***
>
> *-Lucas is more portable than other devices and easier to assemble than some of the other devices*
>
> *-Easier to place on a patient in a code situation without having to interrupt compressions*
>
> *-It creates an active "decompression suction" on upstroke during compressions allowing for better preload to the heart and improving oxygen delivery*
>
> *-Can used in larger patients and is not limited by weight/size as are other devices, which is important for our patient population*
>
> ***System Specific:***
>
> *-The two local receiving hospitals use the Lucas device in their emergency departments, thus increased familiarity with the device by both prehospital and ED staff members as well as easier transition of care with fewer interruptions in chest compressions*

-Lucas is the preferred device when taking a patient directly to percutaneous intervention in the cath lab at a few of the regional STEMI receiving facilities as it has a less radiolucent backboard that makes PCI easier compared to Zoll AutoPulse which has a radio-opaque backboard making PCI during CPR more difficult

-Lucas software integrates well with current SFD cardiac monitors which will be beneficial in obtaining and trending data for quality assurance purposes.

Please feel free to contact me for any other questions or concerns.

Scott Kunkel, DO, NRP, FAAEM, FACEP, FAEMS
EMS Medical Director, Sheboygan Fire Department
Aurora Medical Center Sheboygan County
3400 Union Ave. Sheboygan, WI 53081
Mobile: 717-887-8496
Email: scott.kunkel@aah.org"

In addition to his reason, it should also be pointed out that the service plan for the LUCAS device is more beneficial to the Sheboygan Fire Department than that of the Ferno's. For Stryker, a service technician performs that service at the Sheboygan Fire Department. This allows the equipment to be rotated through on site, and minimizes the amount of time that the equipment is out of service. Ferno requires that the equipment be ground-shipped to a factory repair facility to be serviced. Time that the equipment spends in transit would be time that an ambulance would be in service without an automatic CPR device in Sheboygan. Essentially, a sixth compression device would have to be purchased to keep one in service on each ambulance at all times.

Conclusion

The benefits to the Sheboygan Fire Department of selecting the Lucas Chest Compression System over the Ferno Lifeline ARM are documented clearly. We believe that these benefits to operational efficiency and possibly improved patient outcome outweigh the nearly $16,000 cost difference. For this reason, the Lucas Chest Compression System, service contract and associated equipment has been selected for purchase with funds awarded under the 2021 Assistance to Firefighters Grant.

Jeff Salzman
Assistant Chief
City of Sheboygan Fire Deparmtent
November 16, 2022

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND

STRYKER SALES, LLC

FOR THE PURCHASE AND SERVICE OF CHEST COMPRESSION SYSTEMS.

This Agreement ("Agreement") is made and entered effective this ____ day of _____, 20__ ("the Effective Date"), by and between the City of Sheboygan, Wisconsin, (the "City"), a municipal corporation with offices located at 828 Center Avenue, Sheboygan, Wisconsin, and Stryker Sales, LLC, a Michigan Limited Liability Corporation, with offices located at 11811 WILLOWS RD. NE, REDMOND WA 98052 ("Contractor").

WITNESSETH:

WHEREAS, the City was awarded a Federal Emergency Management Agency ("FEMA") Assistance to Firefighters ("AFG") Grant to fund the purchase of five automatic chest compression devices; and,

WHEREAS, per Grant requirements, a request for sealed bids was issued and two bids were received; and,

WHEREAS, Stryker Sales, LLC is being awarded the contract after approval was granted by FEMA to award the bid for reasons beyond lowest price; and,

WHEREAS, Wisconsin law and the Sheboygan Municipal Code allow the City to award contracts for products and professional services to an entity for reasons beyond lowest price when doing so is most advantageous to the City based on quality, price, and delivery, and when Common Council authorizes such as award.

NOW THEREFORE, the parties hereto agree as follows:

Article 1. Scope of Services.

Contractor shall provide the City with five LUCAS 3.1 Automatic Chest Compression Systems ("Product") as set forth in the attached bid submission marked as Exhibit 1 and incorporated as if fully set forth herein, assistance with set-up and equipment commissioning, and five annual inspection visits following commissioning ("Service").

1.1. **Shipping and Delivery.** Delivery shall be F.O.B. origin, prepaid, and added to the invoice. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. Delivery dates are approximate. Contractor shall not be liable for any loss or damage of any kind due to delays in delivery or from non-delivery resulting from an event of Force Majeure. Any such delay shall not be considered a breach by Contractor and City's Agreement and deliver dates shall be extended for the length of such delay.

1.2. **Inspections**. Within thirty days of receipt of a shipment, City will notify Contractor of any claim for Product damage or nonconformity. Contractor, at its sole option and discretion, may repair or replace a Product to bring it into conformity.

1.3. **Returned Product.** Contractor will accept the return of any Product under the following circumstances:

- The Product is shipped in error;
- The product is shipped after the Product's expiration date;
- The Product is received by City in a damaged, defective, or nonconforming condition;
- Contractor specifically authorizes the return of the Product; or
- The Product is recalled and must be removed from the market.

Contractor will accept the return of any Product for a full credit if City returns the Product to Contractor (a) within thirty business days from the date City received the Product; (b) within thirty business days from the date the City receives notice of a recall, if applicable. City acknowledges that Products have varying shelf lives and that certain restrictions and/or restocking charges may apply to Products returned after the applicable 30-day time period.

City acknowledges that if it desires to return a Product, it must contact Contractor as set forth in this Agreement; must clearly identify a Returned Material Authorization number on the carton of such returned Product; and must return the Product in its original packaging, unopened and undamaged except for Products being returned due to a damaged, defective, or nonconforming condition. City understands that it may not return a non-defective and conforming Product if the security seal on said Product is broken.

1.4. **Authorized Distributor.** City may make purchases under this Agreement through an authorized distributor. Should City elect to do so, it shall identify the distributor in writing to Contractor. Contractor shall extend the terms of this Agreement to the Distributor if it agrees in writing to (a) identify on a purchase order or other written document its purchases for City, (b) to ship such Product(s) only to City, and (c) to otherwise accept the terms of this Agreement.

1.5. **No Resale.** City agrees that it will not resell Products purchased pursuant to this Agreement to third parties or to reship to any persons or places prohibited by the laws of the United States of America.

1.6. **Loaners.** If City's Product(s) must be removed from service to complete repairs, Contractor will provide City with a loaner device, if one is available, until the Product(s) is returned. City assumes complete responsibility for the loaner and shall return same at City expense to Contractor in the same condition as received, upon the earlier of the return of the removed Product or Contractor's request.

1.7. **Product Training and Support.** Contractor shall make appropriate training and education available to City staff regarding the safe and effective use of Contractor's Products as mutually agreed upon by the parties.

1.8. **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).

Article 2. Term and Termination.

This Agreement begins on the Effective Date and will expire no later than 12/31/2028 unless renewed for up to three month-to-month renewal periods. This Agreement will then terminate in its entirety except any provision required by law to extend beyond the termination date. The City may terminate this Agreement, in writing, in accordance with Article 6, Appropriation of Funds.
Upon written notice, either party may terminate this Agreement upon the occurrence of any of the following events:

- A material breach of one or more terms of the Agreement by the other Party, and the failure of the breaching party to cure the breach within thirty calendar days of written notice of the breach;
- The insolvency or bankruptcy of the other party;
- Thirty days' prior written notice to the other party.

In the event of such early termination of Services, City shall be responsible for the portion of the designated price that corresponds to the portion of the Term prior to the effective date of termination, and the cost of any Services rendered during the Term.

Article 3. Standard of Care & Warranties.

Contractor shall conduct Service 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 products delivered as a result of this Agreement shall be warrantied as set forth in Exhibit 2, which is incorporated as if fully set forth herein.

Article 4. City's Representative.

The City designates Jeff Salzman, Assistant Fire Chief, as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project. If the City's Representative observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) will report that to the Contractor. The City's Representative(s) will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 5. Compensation.

The City shall pay Contractor for the Products and Service an amount not to exceed $100,878.60.
Contractor shall submit an invoice to the City to:

City of Sheboygan
Attn: Bernard Rammer
828 Center Ave.
Sheboygan, WI 53081

Payment will be remitted to Contractor within thirty (30) days of invoice receipt. Additional services not set forth in Exhibit 1, or changes in the Services must be approved by the City, in writing, prior to such work being performed, or expenses incurred. The City shall not make payment for unauthorized work or expenses. The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

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

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

Article 6. 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 7. 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 third party liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments which City may suffer solely as a result of (i) a defect in workmanship or design of the Products or (ii) the gross negligence or willful misconduct or violation of applicable law by Contractor, its employees and authorized agents in their performance under this Agreement. This indemnification does not apply to liability and/or damages arising from: (a) the negligence of any person other than an employee or agent of Contractor; (b) the failure of any person other than an employee or agent of Contractor to follow any labeling, manuals and/or instructions for use of the Product; or (c) the use of any product not purchased from Contractor, or Product that has been modified, altered, reprocessed, or repaired by any person other than an employee or agent of Contractor. Further, Contractor will indemnify against any claim that Contractor's Product(s) and/or Services directly infringe a United States Patent.

Article 8. Insurance.

Contractor shall not commence Services under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence Services on its subcontract until the subcontractor has obtained all insurance required under this Article, which shall be as follows:

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 $1,000,000 per occurrence and $3,000,000 in the aggregate.

The proof of insurance referenced above shall be issued by an authorized agent of the insurer(s) and shall state that the Contractor will endeavor 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

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.

During the performance of any and all Services under this Agreement, Contractor shall maintain the above insurance in full force and effect, and shall provide proof of insurance to the City's Representative including the City of Sheboygan as an additional insured with respect to City's vicarious liability which occurs as a result of Contractor's performance under this Agreement.

Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Contractor shall be permitted to maintain a program of self-insurance to comply with the insurance requirements within this Agreement.

Article 9. Intellectual Property.

City acknowledges that it does not acquire any interest in any tooling, drawings, design information, computer programming, software or firmware, patents, intellectual property, or copyrighted or confidential information related to the Product(s) and Services. City expressly agrees not to reverse engineer or decompile Products or related software and information.

Article 10. Notice.

Any notice required by this Agreement shall be made to the other party as follows but either party may change its address by written notice to the other:

City:	**Contractor:**
City of Sheboygan Attn.: City Clerk	USContracts@stryker.com

828 Center Ave.
Sheboygan, WI 53083

Notice shall be given by either party to the other in writing and may be effected by personal delivery, delivery by an overnight courier with tracking capability, or by United States certified mail, return receipt requested, postage prepaid.

Article 11. Governing Law, Venue, and Dispute Resolution.

The parties agree to comply with their respective obligations under federal, state, or other applicable laws. 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. Each party shall be responsible for its own expenses incurred during dispute resolution.

Article 12. Standard Terms and Conditions.

12.1. **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. The parties further understand that state and federal laws may apply, which may require the parties to maintain the security and confidentiality of certain information including, but not limited to, personally identifiable health information.

12.2. **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.

12.3. **Non-Collusion.** Contractor certifies under penalty of perjury that to the best of its knowledge and belief:

a. 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.
b. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
c. 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.

12.4. **Party Relationship.** 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.

12.5. **Assignment.** This Agreement and the rights, duties, and responsibilities of the parties shall not be assigned to a third party without the prior express, written consent of the other, except that Contractor may assign this Agreement without such consent, to any person, firm, or corporation succeeding to its business and also to any parent, subsidiary, or affiliated company of Contractor.

12.6. **Severability**. If any one or more of the provisions of this Agreement shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

12.7. **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, supply chain shortages resulting from worldwide epidemics, 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.

12.8. **Non-Waiver.** The failure by one party to act or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default.

12.9. **Authority.** The parties represent that they have the authority to enter into this Agreement. The parties further represent that the terms of this Agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.

12.10. **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 requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

12.11. **Construction of Agreement.** Each party represents that it has had an opportunity to negotiate and cooperate in the drafting and preparation of this Agreement and no principles of construction shall be applied against either party on the basis that such party drafted this Agreement.

12.12. **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 13. Entire Agreement.

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

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. All Other Submittals by Contractor
4. City's Request for Sealed Bids #2021-22
5. Contractor's Bid Submittal
6. Federal Terms and Conditions Addendum

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract. In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

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

CITY OF SHEBOYGAN, WISCONSIN **STRYKER SALES, LLC**

BY: _____ BY: _____

Ryan Sorenson, Mayor

ATTEST:_____ ATTEST: Jennifer N. Collins

Meredith DeBruin, City Clerk

DATE: _____ DATE: _____

EXHIBIT 1

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2021-22
Purchase of Automated Chest Compression Equipment

Bids Due: 1:00 PM, **Wednesday October 19, 2022**

To: CITY OF SHEBOYGAN
FINANCE DEPARTMENT
Attn: Bernard Rammer
828 Center Avenue, Suite 106
Sheboygan, WI 53081

Company Stryker Sales, LLC, through its Medical Division

Address 3800 E Centre Ave Portage, MI County Kalamazoo Zip 49002

hereby agrees to provide all necessary , equipment, labor and materials and shipping expense as specified within the bid documents for the delivery, assistance with setup and commissioning of Five identical sets of automated compression equipment to the Sheboygan Fire Department along with (5) Annual preventative Maintenance inspection and repair visits for all five sets of equipment in accordance with the bid specifications.

Manufacturer Name of Products proposed: STRYKER

Manufacturer Model Name of Products proposed: LUCAS 3.1

- Lump Sum Cost for (5) Automatic Chest Compression Units including Hard shell Case, Rechargeable Battery, Back Plates, Straps, Suction Cups and one set of instructions for each.

$ 71,977.05
Written Seventy one thousand nine hundred seventy seven and five cents.

****

- Lump sum cost for (5) desk top battery chargers for above unit:

$ 4,953.75
Written Four thousand nine hunderd fifty three dollars and seventy five cents

- Lump sum cost for (5) external Power supply(s) for the above units:

$ 1567.50

Written One thousand five hunderd sixty seven and fifty cents

- Lump Sum Cost for (5) additional Rechargeable Batteries for the above units:

$ 3030.00

Written Three thousand thirty dollars and zero cents

- Lump Sum Cost for (5) packages of Grip tape for the slim back plates(if used):
  If not required write "N/A" below

$ 120.00

Written One hundred twenty dollars and zero cents

- Lump Sum Cost for a minimum of 12 single use suction cups for each of the (5) units above If Not Required write "N/A" Below

$ 2107.50

Written Two thousand one hundred seven dollars and fifty cents

- Lump sum cost for (5) sets of **other equipment** not included above that is necessary for the operation of the equipment in accordance with manufacturers recommendations: If not required, write "N/A" Below

$ N/A

Written

- Lump Sum Cost for (5) future annual visits to inspect, repair and calibrate all (5) of the units purchased to include travel, labor, parts, and supplies with the cost to be paid in advance at the time of purchase:

$ 17,122.80

Written Seventeen thousand one hundred twenty two dollars and eighty cents.

EXHIBIT 2

Limited warranty

US/Latin America/South America

Subject to the limitations and exclusions set forth below, the following Stryker products which are purchased from authorized Stryker representatives or authorized resellers for use in the United States of America, Latin America and South America and are used in accordance with their instructions, will be free from defects in material and workmanship appearing under normal service and use as defined below.

Eight years

- LIFEPAK® CR2 defibrillator
- HeartSine® samaritan® PAD automated external defibrillators
- LIFEPAK CR® Plus automated external defibrillator and internal battery system

Five years

- LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)
- LIFEPAK 20/20e defibrillator/monitor
- LIFEPAK 1000 defibrillators
- LIFEPAK EXPRESS® automated external defibrillator and internal battery system

Two years

- CodeManagement Module®
- LIFEPAK 1000 trainer

One year

- LIFEPAK 15 monitor/defibrillator
- LUCAS® Chest Compression System
- LIFEPAK 500T trainer
- LIFEPAK CR-T trainer
- Internal Battery System for LIFEPAK 20/20e
- Battery charging systems and power adapters
- Batteries and battery paks, excluding CHARGE-PAK™ Charging Unit
- Masimo SET® Rainbow® reusable sensors
- TrueCPR™ Coaching Device

180 days

- Masimo® cables and Masimo SET SpO_2 sensors

90 days

- CHARGE-PAK Charging Unit
- LIFEPAK 15 monitor/defibrillator ACLS Training Device
- LIFEPAK 20/20e defibrillator/monitor ACLS Training Device
- Installed repair parts
- All other product accessories

30 days

- Internal paddles and internal paddle handles

Limited warranty time limits begin on the date of delivery to the First Owner.*

Stryker warrants neither error-free nor interruption-free performance. The sole and exclusive remedy of the First Owner under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Stryker. To qualify for the repair or replacement, the product must have been continuously owned by the First Owner and not have been repaired or altered outside of an authorized Stryker factory in any way which, in the judgment of Stryker, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting.
The product must not have been subjected to misuse, abuse or accident.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

Except for the Limited Warranty provided above, **STRYKER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

* First Owner means the first purchaser or lessee of the products listed above, directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the purchaser's corporate affiliates.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at strykeremergencycare.com

Emergency Care products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, LIFEPAK, LIFEPAK CR, LIFEPAK EXPRESS, LUCAS, TrueCPR, Stryker, Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Stryker
11811 Willows Road NE Redmond, WA 98052
Toll free 800 442 1142
strykeremergencycare.com

Stryker Canada
2 Medicorum Place Waterdown, Ontario L8B 1W2
Canada
Toll free 800 668 8323

Stryker Medical, a Division of Stryker Sales Corporation
Product Warranty

The Products are warranted free from manufacturing and material defects for a period of one year, unless otherwise stated per product, after delivery of same. Any Products that become defective during this period shall be repaired or replaced, such determination being at Customer's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, modified, refurbished or repaired without the prior consent of Stryker, (ii) that have been subjected to unusual stress or have not been properly maintained or (iii) on which any original serial numbers or other identification marks have been removed or destroyed. In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Power-LOAD Warranty 6390

- One year parts, labor & travel
- Lifetime on all welds

Performance-LOAD Warranty 6392

- One year parts, labor & travel
- Lifetime on all welds

Power-PRO Warranty 6506 & 6516

- Two year parts, labor & travel
- One-year soft goods
- Three-year X-frame components
- Three-year limited powertrain
- One year SMRT Battery
- Two Year SMRT Battery Charger
- Lifetime on all welds

Performance-PRO Warranty 6086

- One year parts, labor & travel
- One-year soft goods
- Three-year X-frame components
- Lifetime on all welds

Stair-PRO Warranty 6252

- One year parts, labor & travel
- One-year soft goods
- Lifetime on all welds

MX-PRO Warranty 6082

- One year parts, labor & travel
- One-year soft goods
- Lifetime on all welds

MX-PRO Bariatric Warranty 6083

- One year parts, labor & travel
- One-year soft goods
- Lifetime on all welds

Evacuation Chair Warranty 6254

- 15 year warranty

Antler Fastener/Floor or Wall Mount Warranty 6370/6373

- One year parts, labor & travel

REQUEST FOR SEALED

BIDS# 2021-22

CITY OF SHEBOYGAN

PURCHASE OF AUTOMATED

CHEST COMPRESSION

EQUIPMENT

This purchase is being funded with an Assistance to Firefighters Grant from the Federal Emergency Management Administration (FEMA) a Division of the Department of Homeland Security (DHS)

CITY OF SHEBOYGAN
REQUEST FOR SEALED BIDS # 2021-22
Purchase of Automated Chest Compression Equipment

Bids will be received by the City of Sheboygan Purchasing Agent until 1:00 p.m. Local Time on Wednesday October 19, 2022 for the furnish and delivery of Automated Chest Compression Equipment used for the delivery of Advanced Life Support EMS Services for the City of Sheboygan Fire Department Emergency Medical Services Ambulances.

In order to be considered, Sealed bids on approved forms, are to be received no later than the date and time above in the office of the Purchasing Agent, City of Sheboygan City Hall, 828 Center Avenue, Sheboygan, WI 53081.

A single contract will be awarded to include all facets of the project in accordance with the specifications including furnishing and delivery of (5) Sets of equipment, accessories and five annual inspection and repair visits.

Detailed specifications may be obtained at no cost by contacting Bernard Rammer, Purchasing A gent at (920) 459-3469 or via email at bernard.rammer@sheboyganwi.gov

Attention is called to the fact that this project is funded through an Assistance to Firefighters Grant from the United States Department of Homeland Security (DHS) Federal Emergency Management Administration (FEMA). The bidder's attention is also called to the Notice for the Requirement of Affirmative Action to insure Equal Employment Opportunity for employment of women and minorities in the project area. In addition, it is the policy for this project that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funding under this agreement.

Attention of bidders is further called to the fact that the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, sex, religion or national origin. Federal requirements for equal opportunity (Executive Order 11246, Segregated Facilities section 3 and section 109 and the conditions of employment and wage rates to be paid under the contract.

The successful contractor shall maintain, and furnish a certificate of insurance to the Purchasing Agent for Worker's Compensation Insurance for all workers on this contract, as well as Public Liability and Property Damage Insurance, including Contractors Contingent and Protective Insurance, as will protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from operations under this contract.

The contract document will accompany a Sheboygan County Purchase Order referencing the terms and conditions of the bid documents.

All bids received shall remain in force for not less than (90) Ninety days following the bid due date.

The City of Sheboygan is exempt from Federal Excise Tax and State Sales Tax. Bids shall be made exclusive of these taxes. Certification will be furnished to the successful bidder upon request.

The City of Sheboygan reserves the right to reject any or all bids, cancel this solicitation, to waive informalities in the bidding process, or to accept any bid considered most advantageous to the County of Sheboygan.

Bernard R. Rammer Purchasing Agent

1.1 GENERAL

A. The Bidder shall familiarize themselves with the current needs of the department including compatibility with other existing equipment used in the ambulances for the delivery of Advanced Life Support (ALS) services.

B. The Bidder to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Bidder did not inform himself prior to submitting a proposal. The successful Bidder must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility.

D. The Bidder is expected to base his bid price on materials and equipment complying fully with the Specifications, and in the event he/she names or includes in his/her bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his/her contact price.

E. Bidder must satisfy themselves by personal examination of the requirements for the proposed equipment and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

F. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Bidder, but also to any of subcontractors if applicable.

1.2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.

B. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.

C. Neither the Owner nor the Engineer will be responsible for oral instructions.

1.3 BID REQUIREMENTS:

A. Each Bidder shall submit only one Bid.

B. Each Bidder must submit with his Bid, special data, if any, in respect to items of equipment, alternates, or other items which any section of the Contract Document requires to be submitted with each Bid.

1.4 SUBMISSION OF BIDS

A. Sealed bids must be made on the form provided and will be received by the Owner

B. Each Proposal shall be firmly sealed in an envelope labeled "Automated Chest Compression Equipment" and delivered to the office designated in the Invitation to Bid.

C. All proposals are to be made out in accordance with the Instructions and on the Bid Form included in this document.

D. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.

E. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.

1.5 WITHDRAWAL OF BIDS

A. Bids may be withdrawn by written request received from Bidder or his agent **prior to** the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.

B. No bid may be withdrawn for a period of 90 days after the day set for the opening thereof.

1.6 RESERVATIONS

A. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2021-22
Purchase of Automated Chest Compression Equipment

Bids Due: 1:00 PM**, Wednesday October 19, 2022**

To: CITY OF SHEBOYGAN
FINANCE DEPARTMENT
Attn: Bernard Rammer
828 Center Avenue, Suite 106
Sheboygan, WI 53081

Company _____

Address _____ County _____ Zip_____

hereby agrees to provide all necessary , equipment, labor and materials and shipping expense as specified within the bid documents for the delivery, assistance with setup and commissioning of Five identical sets of automated compression equipment to the Sheboygan Fire Department along with (5) Annual preventative Maintenance inspection and repair visits for all five sets of equipment in accordance with the bid specifications.

Manufacturer Name of Products proposed:_____

Manufacturer Model Name of Products proposed:_____

- Lump Sum Cost for (5) Automatic Chest Compression Units including Hard shell Case, Rechargeable Battery, Back Plates, Straps, Suction Cups and one set of instructions for each.

$_____
Written_____
_____
****

- Lump sum cost for (5) desk top battery chargers for above unit:

$_____
Written_____
_____

- Lump sum cost for (5) external Power supply(s) for the above units:

$_____

Written_____

_____

- Lump Sum Cost for (5) additional Rechargeable Batteries for the above units:

$_____

Written_____

_____

- Lump Sum Cost for (5) packages of Grip tape for the slim back plates(if used):
  If not required write "N/A" below

$_____

Written_____

_____

- Lump Sum Cost for a minimum of 12 single use suction cups for each of the (5) units above If Not Required write "N/A" Below

$_____

Written_____

_____

- Lump sum cost for (5) sets of **other equipment** not included above that is necessary for the operation of the equipment in accordance with manufacturers recommendations: If not required, write "N/A" Below

$_____

Written_____

_____

- Lump Sum Cost for (5) future annual visits to inspect, repair and calibrate all (5) of the units purchased to include travel, labor, parts, and supplies with the cost to be paid in advance at the time of purchase:

$_____

Written_____

_____

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda number

Addenda # 1 dated_____

Addenda # 2 dated_____

Addenda # 3 dated_____
_____

Company Name)_____

(Telephone) _____

(Email) _____

(Name of person signing) _____

(Title)_____

Signature_____

Date_____

CORPORATE DUNS NUMBER
_____

CORPORATE CAGE CODE

_____

End

PROJECT SUMMARY

This project encompasses the furnishing and delivery of (5) sets of equipment including accessories, assistance with set-up and commissioning of the equipment and (5) Annual Inspection visits following the commissioning of the equipment within our ambulance vehicles

DIVISION 1 -GENERAL REQUIREMENTS

1.1 PROTECTION OF PERSONS

A. Work on site shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

1.2 APPLICATION OF THIS DIVISION OF THESPECIFICATIONS

A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.

B. The Contractor is fully responsible for seeing that no materials, equipment or accessories required for the operation of the equipment are left inadvertently left out.

1.3 INTENT OF CONTRACT DOCUMENTS

A. The Sections of the Contract Document are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all equipment labor and materials, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.

B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by the trade.

C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though included in the Contract Specifications. If the document Specifications should be contradictory in any part, the Contract Specifications shall *govern.*

1.4 SCOPE OF WORK

A. Provide and deliver the following Equipment to the Sheboygan Fire Dept.

- (5) Stryker Lucas 3, v3.1 chest compression system, **or Equal**, to include Hard shell case, slim back plate, (2) Patient straps, (1) Stabilization strap,(2) Suction Cups, (1) Rechargeable Battery and a set of instructions for each unit.
- (5) Stryker Lucas Desktop Battery Charger, **or Equal,**
- (5) Stryker Lucas External Power supply, **or Equal**
- (5) Stryker Lucas 3 Batteries, Rechargeable LiPo, **or Equal**
- (5) Stryker Lucas Grip tape for slim black plate, **or Equal**
- (5) Stryker Lucas (12) Packs of Disposable Suction Cups, **or Equal.**
- (5) Stryker Lucas Pro Care annual onsite preventative maintenance visits including inspection and unlimited repairs to include parts, travel, labor to cover all (5) Stryker Lucas 3, v3.1 chest compression system, **or Equal**, to include Hard shell case, slim back plate, (2) Patient straps, (1) Stabilization strap,(2) Suction Cups, (1) Rechargeable Battery and a set of instructions for each unit **or equal**
- Shipping of new equipment to the City of Sheboygan Fire Department.

1.5 **COMPATIBILITY AND INTEROPERABILITY**

A. The equipment proposed must be compatible with other Advanced Life Support equipment as follows:

1. Compatible with the LIFENET and Code Stat system.
   Life Net and Code -stat currently connects our LP15s and will connect the automated CPR device to give us feedback, which we use to monitor our performance on cardiac arrest responses. These reports are used by our quality assurance committees and our medical director. This feedback includes the rate of compressions, when the equipment was turned on and off, how long CPR was stopped, and the number of compressions. Life net also will allow our crews to attach the information to our reports via WARDS.
2. Bluetooth data transfer to and from the Life Pak 15.
3. It must be compatible with Physio-Control/Stryker Life Pak 15 systems.
4. Maximum Compression at a rate of at least 110 BPM.
5. Must be compatible with CODE-STAT Software
6. Unit must use a suction cup or similar device to provide compression and recoil during CPR to assist in maintaining the same position on the patient.
7. The equipment should have the ability to secure the patients hands during use.

1.5 **OWNER'S REPRESENTATIVE**

A. All work under this Contract will be regularly viewed by the Owner's

Representatives. Owner's Representatives will inspect the equipment and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Contractor.

B.

1.13 INSURANCE AND LIABILITY

A. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.

B. Workmen's Compensation

1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.

C. Comprehensive General Liability and Property Damage Insurance

1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:

2. Bodily Injury $1,000,000 per Person
$2,000,000 Aggregate

3. Property Damage $500,000 per Occurrence
$500,000 Aggregate

E. Comprehensive Automobile Liability and Property Damage

1. Operation of owned, hired and non-owned motor vehicles:

2. Bodily Injury $1,000,000 per Person
$1,000,000 per Occurrence

3. Property Damage $1,000,000 per Occurrence

F. If the Contractor is using the services of another firm or utilizing equipment

owned by another firm, Contractor shall be responsible for the provision of a certificate of insurance for each firm.

1.14 LAWS TO BE OBSERVED

A. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and degrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

1.19 RELEASE OF LIENS

A. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

1.20 PATENTS

A. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

1.21 COOPERATION WITH OWNER

A. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

1.22 SUBCONTRACTS

A. If Applicable, The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.

B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor

agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

1.25 TERMINATION BY THE CONTRACTOR

A. If the Owner fails to make payment through no fault of the Contractor for a period of thirty (30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

1.26 TERMINATION BY THE OWNER

A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

1.27 CHANGES-PAYMENT

A. The Owner may, in accordance with the rules of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.

B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:

1. By an acceptable lump sum or unit price proposal by the Contractor.
2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance

provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.

B. No claim for an addition to the contract price will be valid unless authorized as aforesaid.

1.28 **PAYMENTS**

A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.

CITY OF SHEBOYGAN

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

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

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Contract contains additional required terms.

2. Debarment and Suspension. Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.

3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.

4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.**

1251-1387), as Amended. If this is a contract or sub-grant in excess of $150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that 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 <u>solely</u> with ARPA SLFRF moneys.**

12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**. If this is a "prime construction contract" in excess of $2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. **Termination for Convenience**. If this Contract is for an amount in excess of $10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.

15. **Termination for Cause.** If this Contract is for an amount in excess of $10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper

manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. **Relocation Assistance**. Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Contract between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

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.

Contractor Name_____ Date: _____

Signature of Contractor's authorized official

_____

(Print name of person signing above)

_____

(Print title of person signing above)

COMPLETE THIS FORM AND RETURN IT WITH YOUR BID SUBMITTAL

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.

Contractor Name_____ Date: _____

Signature of Contractor's authorized official

_____
(Print name of person signing above)

_____
(Print title of person signing above)

COMPLETE THS FORM AND RETURN IT WITH YOUR BID SUBMITTAL

STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The City shall be the sole and final judge of equivalency.

2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:

2.1 Public Works Projects are subject to WIS Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re- advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

2.2 Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the City of Sheboygan Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the City from requesting additional information and/or clarification.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the City.

5.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

7.0 PRICING AND DISCOUNT: The City qualifies for governmental discounts. Unit prices shall reflect these discounts.

7.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.

7.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

8.0 RESPONSES TO REMAIN OPEN: Responses must remain open and will be deemed to be open and subject to acceptance

until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

9.0 ACCEPTANCE-REJECTION: The City reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the City.

10.0 GUARANTEED DELIVERY: Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

11.0 CONTRACT AND EXECUTION OF CONTRACT: Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the City of Sheboygan Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the City, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.

12.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

13.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

14.0 LICENSES AND PERMITS: Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.

15.0 ASSIGNMENT: No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the City.

16.0 NONEXCLUSIVE CONTRACT: Unless otherwise stated, the City reserves the right to purchase work or materials outside of this contract.

17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in

s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

18.0 INDEPENDENT CAPACITY: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted

to be an agent, servant, joint venture, or partner of the City.

19.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

20.0 WARRANTY: Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.

21.0 INSURANCE RESPONSIBILITY: If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.

22.0 CANCELLATION: The City reserves the right to cancel any contract in whole or in part without penalty due to non- appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

23.0 OPEN RECORDS: Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the 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 the 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 contract.

24.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

25.0 ADVERTISING AND NEWS RELEASES: Reference to or use of the City, 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.

26.0 HOLD HARMLESS: The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the City and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

27.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., 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. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261- 7577.

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

stryker

10/12/2022

Finance Department
Attn: Bernard Rammer
828 Center Avenue, Suite 106
Sheboygan, VVI 53081

Re: RFB # 2021-22 Purchase of Automated Chest Compression Equipment

Dear Mr. Rammer,

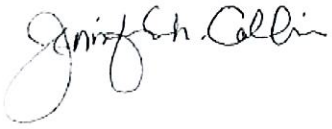
Thank you for this opportunity to respond to the emergency medical equipment needs of City of Sheboygan. Stryker Emergency Care presents the following proposal for your consideration.

It has been our intent to provide City of Sheboygan with all requested information in the proper format Please visit our website at https://www.strykeremergencycare.com/ for additional information about LIFEPAK®, LUCAS® chest compression system, powered patient handling equipment, data solutions, and Stryker's ProCare field service team.

Stryker is a leader in emergency medical response and patient transport products. As your trusted EMS partner, we build solutions that help improve patient outcomes and caregiver safety, bringing more power to you. We are committed to helping you achieve improved clinical outcomes and operational performance. Our focus is providing innovative patient transport, emergent care, and data solutions that are durable, reliable and easy to use.

If you have any questions regarding our response, please contact our office directly at bidsinbox@stryker.com or your Account Manager Julie Schmitz at 563 676 7879 or julie.schmitz@stryker.com.

Sincerely,



_____
Jennifer Collins
Manager, Strategic Pricing and Contracts
Stryker
11811 Willow Rd NE
Redmond, WA 98052
bidsinbox@stryker.com

stryker

Sections

1 Response to Bid

2 Pricing and Warranty

3 Stryker Contract Template

4 Our Products

stryker

Section 1

Response to Bid

REQUEST FOR SEALED

BIDS# 2021-22

CITY OF SHEBOYGAN

PURCHASE OF AUTOMATED

CHEST COMPRESSION

EQUIPMENT

This purchase is being funded with an Assistance to Firefighters Grant from the Federal Emergency Management Administration (FEMA) a Division of the Department of Homeland Security (DHS)

CITY OF SHEBOYGAN
REQUEST FOR SEALED BIDS # 2021-22
Purchase of Automated Chest Compression Equipment

Bids will be received by the City of Sheboygan Purchasing Agent until 1:00 p.m. Local Time on Wednesday October 19, 2022 for the furnish and delivery of Automated Chest Compression Equipment used for the delivery of Advanced Life Support EMS Services for the City of Sheboygan Fire Department Emergency Medical Services Ambulances.

In order to be considered, Sealed bids on approved forms, are to be received no later than the date and time above in the office of the Purchasing Agent, City of Sheboygan City Hall, 828 Center Avenue, Sheboygan, WI 53081.

A single contract will be awarded to include all facets of the project in accordance with the specifications including furnishing and delivery of (5) Sets of equipment, accessories and five annual inspection and repair visits.

Detailed specifications may be obtained at no cost by contacting Bernard Rammer, Purchasing A gent at (920) 459-3469 or via email at bernard.rammer@sheboyganwi.gov

Attention is called to the fact that this project is funded through an Assistance to Firefighters Grant from the United States Department of Homeland Security (DHS) Federal Emergency Management Administration (FEMA). The bidder's attention is also called to the Notice for the Requirement of Affirmative Action to insure Equal Employment Opportunity for employment of women and minorities in the project area. In addition, it is the policy for this project that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funding under this agreement.

Attention of bidders is further called to the fact that the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, sex, religion or national origin. Federal requirements for equal opportunity (Executive Order 11246, Segregated Facilities section 3 and section 109 and the conditions of employment and wage rates to be paid under the contract.

The successful contractor shall maintain, and furnish a certificate of insurance to the Purchasing Agent for Worker's Compensation Insurance for all workers on this contract, as well as Public Liability and Property Damage Insurance, including Contractors Contingent and Protective Insurance, as will protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from operations under this contract.

The contract document will accompany a Sheboygan County Purchase Order referencing the terms and conditions of the bid documents.

All bids received shall remain in force for not less than (90) Ninety days following the bid due date.

The City of Sheboygan is exempt from Federal Excise Tax and State Sales Tax. Bids shall be made exclusive of these taxes. Certification will be furnished to the successful bidder upon request.

The City of Sheboygan reserves the right to reject any or all bids, cancel this solicitation, to waive informalities in the bidding process, or to accept any bid considered most advantageous to the County of Sheboygan.

Bernard R. Rammer Purchasing Agent

1.1GENERAL

A. The Bidder shall familiarize themselves with the current needs of the department including compatibility with other existing equipment used in the ambulances for the delivery of Advanced Life Support (ALS) services.

B. The Bidder to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Bidder did not inform himself prior to submitting a proposal. The successful Bidder must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility.

D. The Bidder is expected to base his bid price on materials and equipment complying fully with the Specifications, and in the event he/she names or includes in his/her bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his/her contact price.

E. Bidder must satisfy themselves by personal examination of the requirements for the proposed equipment and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

F. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Bidder, but also to any of subcontractors if applicable.

1.2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.

B. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.

C. Neither the Owner nor the Engineer will be responsible for oral instructions.

1.3 BID REQUIREMENTS:

A. Each Bidder shall submit only one Bid.

B. Each Bidder must submit with his Bid, special data, if any, in respect to items of equipment, alternates, or other items which any section of the Contract Document requires to be submitted with each Bid.

1.4 SUBMISSION OF BIDS

A. Sealed bids must be made on the form provided and will be received by the Owner

B. Each Proposal shall be firmly sealed in an envelope labeled "Automated Chest Compression Equipment" and delivered to the office designated in the Invitation to Bid.

C. All proposals are to be made out in accordance with the Instructions and on the Bid Form included in this document.

D. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.

E. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.

1.5 WITHDRAWAL OF BIDS

A. Bids may be withdrawn by written request received from Bidder or his agent **prior to** the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.

B. No bid may be withdrawn for a period of 90 days after the day set for the opening thereof.

1.6 RESERVATIONS

A. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2021-22
Purchase of Automated Chest Compression Equipment

Bids Due: 1:00 PM, **Wednesday October 19, 2022**

To: CITY OF SHEBOYGAN
FINANCE DEPARTMENT
Attn: Bernard Rammer
828 Center Avenue, Suite 106
Sheboygan, WI 53081

Company Stryker Sales, LLC, through its Medical Division

Address 3800 E Centre Ave Portage, MI County Kalamazoo Zip 49002

hereby agrees to provide all necessary , equipment, labor and materials and shipping expense as specified within the bid documents for the delivery, assistance with setup and commissioning of Five identical sets of automated compression equipment to the Sheboygan Fire Department along with (5) Annual preventative Maintenance inspection and repair visits for all five sets of equipment in accordance with the bid specifications.

Manufacturer Name of Products proposed: STRYKER

Manufacturer Model Name of Products proposed: LUCAS 3.1

- Lump Sum Cost for (5) Automatic Chest Compression Units including Hard shell Case, Rechargeable Battery, Back Plates, Straps, Suction Cups and one set of instructions for each.

$ 71,977.05
Written Seventy one thousand nine hundred seventy seven and five cents.

****

- Lump sum cost for (5) desk top battery chargers for above unit:

$ 4,953.75
Written Four thousand nine hunderd fifty three dollars and seventy five cents

- Lump sum cost for (5) external Power supply(s) for the above units:

$ 1567.50

Written One thousand five hunderd sixty seven and fifty cents

- Lump Sum Cost for (5) additional Rechargeable Batteries for the above units:

$ 3030.00

Written Three thousand thirty dollars and zero cents

- Lump Sum Cost for (5) packages of Grip tape for the slim back plates(if used):
  If not required write "N/A" below

$ 120.00

Written One hundred twenty dollars and zero cents

- Lump Sum Cost for a minimum of 12 single use suction cups for each of the (5) units above If Not Required write "N/A" Below

$ 2107.50

Written Two thousand one hundred seven dollars and fifty cents

- Lump sum cost for (5) sets of **other equipment** not included above that is necessary for the operation of the equipment in accordance with manufacturers recommendations: If not required, write "N/A" Below

$ N/A

Written

- Lump Sum Cost for (5) future annual visits to inspect, repair and calibrate all (5) of the units purchased to include travel, labor, parts, and supplies with the cost to be paid in advance at the time of purchase:

$ 17,122.80

Written Seventeen thousand one hundred twenty two dollars and eighty cents.

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda number

Addenda # 1 dated No Addenda has been received as of 10/12/2022.

Addenda # 2 dated _____

Addenda # 3 dated _____

Company Name) Stryker Sales, LLC, through its Medical Division

(Telephone) 563-676-7879

(Email) julie.schmitz@stryker.com

(Name of person signing) Jennifer Collins

(Title) Manager, Strategic Pricing and Contracts

Signature _____

Date 10/12/2022

CORPORATE DUNS NUMBER
07-847-0558

CORPORATE CAGE CODE

75AF1

End

PROJECT SUMMARY

This project encompasses the furnishing and delivery of (5) sets of equipment including accessories, assistance with set-up and commissioning of the equipment and (5) Annual Inspection visits following the commissioning of the equipment within our ambulance vehicles

DIVISION 1 -GENERAL REQUIREMENTS

1.1 PROTECTION OF PERSONS

A. Work on site shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

1.2 APPLICATION OF THIS DIVISION OF THESPECIFICATIONS

A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.

B. The Contractor is fully responsible for seeing that no materials, equipment or accessories required for the operation of the equipment are left inadvertently left out.

1.3 INTENT OF CONTRACT DOCUMENTS

A. The Sections of the Contract Document are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all equipment labor and materials, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.

B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by the trade.

C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though included in the Contract Specifications. If the document Specifications should be contradictory in any part, the Contract Specifications shall *govern.*

1.4 SCOPE OF WORK

A. Provide and deliver the following Equipment to the Sheboygan Fire Dept.

- (5) Stryker Lucas 3, v3.1 chest compression system, **or Equal**, to include Hard shell case, slim back plate, (2) Patient straps, (1) Stabilization strap,(2) Suction Cups, (1) Rechargeable Battery and a set of instructions for each unit.
- (5) Stryker Lucas Desktop Battery Charger, **or Equal,**
- (5) Stryker Lucas External Power supply, **or Equal**
- (5) Stryker Lucas 3 Batteries, Rechargeable LiPo, **or Equal**
- (5) Stryker Lucas Grip tape for slim black plate, **or Equal**
- (5) Stryker Lucas (12) Packs of Disposable Suction Cups, **or Equal.**
- (5) Stryker Lucas Pro Care annual onsite preventative maintenance visits including inspection and unlimited repairs to include parts, travel, labor to cover all (5) Stryker Lucas 3, v3.1 chest compression system, **or Equal**, to include Hard shell case, slim back plate, (2) Patient straps, (1) Stabilization strap,(2) Suction Cups, (1) Rechargeable Battery and a set of instructions for each unit **or equal**
- Shipping of new equipment to the City of Sheboygan Fire Department.

1.5 **COMPATIBILITY AND INTEROPERABILITY**

A. The equipment proposed must be compatible with other Advanced Life Support equipment as follows:

1. Compatible with the LIFENET and Code Stat system.
   Life Net and Code -stat currently connects our LP15s and will connect the automated CPR device to give us feedback, which we use to monitor our performance on cardiac arrest responses. These reports are used by our quality assurance committees and our medical director. This feedback includes the rate of compressions, when the equipment was turned on and off, how long CPR was stopped, and the number of compressions. Life net also will allow our crews to attach the information to our reports via WARDS.
2. Bluetooth data transfer to and from the Life Pak 15.
3. It must be compatible with Physio-Control/Stryker Life Pak 15 systems.
4. Maximum Compression at a rate of at least 110 BPM.
5. Must be compatible with CODE-STAT Software
6. Unit must use a suction cup or similar device to provide compression and recoil during CPR to assist in maintaining the same position on the patient.
7. The equipment should have the ability to secure the patients hands during use.

1.5 **OWNER'S REPRESENTATIVE**

A. All work under this Contract will be regularly viewed by the Owner's

Representatives. Owner's Representatives will inspect the equipment and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Contractor.

B.

1.13 INSURANCE AND LIABILITY

A. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.

B. Workmen's Compensation

1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.

C. Comprehensive General Liability and Property Damage Insurance

1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:

2.	Bodily Injury	$1,000,000 per Person $2,000,000 Aggregate
3.	Property Damage	$500,000 per Occurrence $500,000 Aggregate

E. Comprehensive Automobile Liability and Property Damage

1. Operation of owned, hired and non-owned motor vehicles:

2.	Bodily Injury	$1,000,000 per Person $1,000,000 per Occurrence
3.	Property Damage	$1,000,000 per Occurrence

F. If the Contractor is using the services of another firm or utilizing equipment

owned by another firm, Contractor shall be responsible for the provision of a certificate of insurance for each firm.

1.14 LAWS TO BE OBSERVED

A. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and degrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

1.19 RELEASE OF LIENS

A. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

1.20 PATENTS

A. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

1.21 COOPERATION WITH OWNER

A. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

1.22 SUBCONTRACTS

A. If Applicable, The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.

B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor

agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

1.25 TERMINATION BY THE CONTRACTOR

A. If the Owner fails to make payment through no fault of the Contractor for a period of thirty (30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

1.26 TERMINATION BY THE OWNER

A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

1.27 CHANGES-PAYMENT

A. The Owner may, in accordance with the rules of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.

B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:

1. By an acceptable lump sum or unit price proposal by the Contractor.
2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance

provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.

B. No claim for an addition to the contract price will be valid unless authorized as aforesaid.

1.28 **PAYMENTS**

A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.

CITY OF SHEBOYGAN

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

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

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Contract contains additional required terms.

2. Debarment and Suspension. Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.

3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.

4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.**

1251-1387), as Amended. If this is a contract or sub-grant in excess of $150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that 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.

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

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

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

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

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

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Contract between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

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.

Contractor Name Stryker Sales, LLC, through its Medical Division Date: 10/12/2022

Signature of Contractor's authorized ~~official~~ Representative

Jennifer Collins

(Print name of person signing above) Jennifer Collins

Manager, Strategic Pricing and Contracts

(Print title of person signing above)

COMPLETE THIS FORM AND RETURN IT WITH YOUR BID SUBMITTAL

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.

Contractor Name Stryker Sales, LLC, through its Medical Division Date: 10/12/2022

Signature of Contractor's authorized ~~official~~ Representative

(Print name of person signing above) Jennifer Collins

Manager, Strategic Pricing and Contracts

(Print title of person signing above)

COMPLETE THS FORM AND RETURN IT WITH YOUR BID SUBMITTAL

STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The City shall be the sole and final judge of equivalency.

2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:

2.1 Public Works Projects are subject to WIS Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re- advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

2.2 Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the City of Sheboygan Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the City from requesting additional information and/or clarification.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the City.

5.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

7.0 PRICING AND DISCOUNT: The City qualifies for governmental discounts. Unit prices shall reflect these discounts.

7.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.

7.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

8.0 RESPONSES TO REMAIN OPEN: Responses must remain open and will be deemed to be open and subject to acceptance

until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

9.0 ACCEPTANCE-REJECTION: The City reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the City.

10.0 GUARANTEED DELIVERY: Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

11.0 CONTRACT AND EXECUTION OF CONTRACT: Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the City of Sheboygan Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the City, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.

12.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

13.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

14.0 LICENSES AND PERMITS: Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.

15.0 ASSIGNMENT: No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the City.

16.0 NONEXCLUSIVE CONTRACT: Unless otherwise stated, the City reserves the right to purchase work or materials outside of this contract.

17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in

s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

18.0 INDEPENDENT CAPACITY: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted

to be an agent, servant, joint venture, or partner of the City.

19.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

20.0 WARRANTY: Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.

21.0 INSURANCE RESPONSIBILITY: If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.

22.0 CANCELLATION: The City reserves the right to cancel any contract in whole or in part without penalty due to non- appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

23.0 OPEN RECORDS: Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the 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 the 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 contract.

24.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

25.0 ADVERTISING AND NEWS RELEASES: Reference to or use of the City, 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.

26.0 HOLD HARMLESS: The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the City and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

27.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., 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. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261- 7577.

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

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Section 2

Pricing and Warranty

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October 13, 2022

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution℠ Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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GDR 3321967_M
Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, LUCAS, TrueCPR, CODE-STAT, RELI, LIFENET, HealthEMS, HomeSolutions.net, Heart Safe Solution, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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LUCAS 3.1 QTY 5 w SERVICE AFG GRANT

Quote Number: 10572784
Version: 1
Prepared For: CITY OF SHEBOYGAN FIRE DEPT
Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308
Rep: JULIE SCHMITZ
Email: julie.schmitz@stryker.com
Phone Number: 5636767879
Mobile: 5636767879

Quote Date: 09/07/2022
Expiration Date: 12/06/2022

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	CITY OF SHEBOYGAN FIRE DEPT	Name:	CITY OF SHEBOYGAN FIRE DEPT	Name:	CITY OF SHEBOYGAN
Account #:	1181015	Account #:	1181015	Account #:	1256935
Address:	1326 N 26TH ST	Address:	1326 N 26TH ST	Address:	828 CENTER AVE STE 205
	SHEBOYGAN		SHEBOYGAN		SHEBOYGAN
	Wisconsin 53081		Wisconsin 53081		Wisconsin 53081

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	5	$14,395.41	$71,977.05
2.0	11576-000060	LUCAS Desk-Top Battery Charger	5	$990.75	$4,953.75
3.0	11576-000071	LUCAS External Power Supply	5	$313.50	$1,567.50
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	5	$606.00	$3,030.00
5.0	11576-000089	LUCAS Grip Tape for Slim Back Plate	5	$24.00	$120.00
6.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	5	$421.50	$2,107.50
			Equipment Total:		$83,755.80

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
7.1	78000703	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	5	$3,424.56	$17,122.80
			ProCare Total:		$17,122.80

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LUCAS 3.1 QTY 5 w SERVICE AFG GRANT

Quote Number:	10572784	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF SHEBOYGAN FIRE DEPT	Rep:	JULIE SCHMITZ
	Attn:	Email:	julie.schmitz@stryker.com
		Phone Number:	5636767879
		Mobile:	5636767879
Quote Date:	09/07/2022		
Expiration Date:	12/06/2022		

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$893.25
Grand Total:	$100,878.60

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

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Limited warranty

Emergency care products

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales, LLC ("Stryker"), warrants the following products which are purchased from Stryker or authorized resellers for use in the United States of America to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of delivery to the first purchaser.*

15 years

- Evacuation chair

8 years

- LIFEPAK® CR2 defibrillator
- HeartSine® samaritan® PAD automated external defibrillator

7 years

- Welds on Stair-PRO® stair chair, Power-PRO™ XT powered ambulance cot, Power-LOAD® powered cot fastener system, Performance-PRO™ XT manual ambulance cot, Performance-LOAD® manual cot fastener system

5 years

- LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)
- LIFEPAK 20e defibrillator/monitor
- LIFEPAK 1000 defibrillator

3 years

- McGRATH™ MAC EMS video laryngoscope
- Power-PRO XT power train (includes motor pump assembly and hydraulic cylinder assembly)

2 years

- Stair-PRO (parts only)
- Power-LOAD (parts only)
- Performance-PRO XT (parts only)
- Performance-LOAD
- Power-PRO XT
- Power-PRO IT
- SMRT™ power charger (Power-PRO XT)
- CodeManagement Module®
- LIFEPAK CR2 Trainer
- LIFEPAK 1000 Trainer
- HeartSine samaritan Trainer
- HeartSine Gateway

1 year

- Stair-PRO (parts and labor)
- Power-LOAD (parts and labor)
- Performance-PRO XT (parts and labor)
- MX-PRO® R3 x-frame ambulance cot
- MX-PRO bariatric transport cot
- Expendable components for Power-PRO and Performance-PRO XT (i.e. mattresses, restraints, IV poles, storage nets, storage pouches, oxygen straps and other soft goods)
- SMRT power paks
- LIFEPAK 15
- LIFEPAK Certified Pre-Owned defibrillators
- LUCAS® chest compression system (including the LUCAS device with upper part and back plate), carrying case, battery, stabilization strap and patient straps
- LIFEPAK 500T AED Training System
- LIFEPAK CR-T AED Training System
- LIFEPAK 20e internal battery system
- Battery charging systems and power adapters
- Batteries and battery paks, excluding CHARGE-PAK™ battery charger
- MASIMO® SET® Rainbow® reusable sensors
- TrueCPR® coaching device

* First purchaser means the first purchaser or lessee of the products listed above directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

180 days

- MASIMO cables and SET SpO_2 sensors

90 days

- CHARGE-PAK charging unit
- LIFEPAK advanced cardiac life support training devices
- Sterilizible internal paddles (one-piece design)
- Installed repair parts
- All other product accessories and disposables

30 days

- Internal paddles and paddle handles (two-piece design)

The sole and exclusive remedy for any products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (ii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker or its authorized representatives, in any way which, in the judgment of Stryker, affects its stability and reliability (iii) that have been subjected to unusual stress or have not been properly maintained or (iv) on which any original serial numbers or other identification marks have been removed or destroyed.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state.

TO OBTAIN PARTS AND SERVICE

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative, or call Stryker Customer Service USA at 1-800-327-0770.

RETURN AUTHORIZATION

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items not subject to return.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at strykeremergencycare.com

Emergency Care

Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, HeartSine, LIFEPAK, LUCAS, MX-PRO, Performance-LOAD, Performance-PRO, Power-LOAD, Power-PRO, samaritan, SMRT, Stair-PRO, Stryker, TrueCPR. Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

GDR 3345508_B
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Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052
Toll free 800 442 1142
strykeremergencycare.com

Jolife AB
Scheelevägen 17
Ideon Science Park
SE-223 70 Lund
Sweden

Stryker
3800 E. Centre Avenue
Portage, MI 49002 U.S.A.
Toll free 800 784 4336
stryker.com

HeartSine Technologies Ltd.
207 Airport Road West
Belfast, BT3 9ED
Northern Ireland
United Kingdom

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. MSC#17382 Aon PO Box 1447 Lincolnshire IL 60069 USA	PHONE (A/C. No. Ext): (312) 381-1000	FAX (A/C. No.):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Stryker Corporation & Subsidiaries 2825 Airview Boulevard Kalamazoo MI 49002 USA	INSURER A: Old Republic Insurance Company	24147
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570091339668 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MWZY31274722	02/01/2022	02/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$2,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$3,000,000
A	AUTOMOBILE LIABILITY			MWTB 312744 22	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / HIRED AUTOS ONLY / SCHEDULED AUTOS / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	X Phys Dmge-Self Insc						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC31274322	02/01/2022	02/01/2023	X PER STATUTE OTH-ER	
	Y/N			AOS				
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A		MWXS31274522	02/01/2022	02/01/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			Excess WC - MI			E.L. DISEASE-EA EMPLOYEE	$1,000,000
				SIR applies per policy terms & conditions			E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATE HOLDER

Stryker Corporation & Subsidiaries
2825 Airview Boulevard
Kalamazoo MI 49002 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570091339668

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Howmedica Osteonics Corp

2 Business name/disregarded entity name, if different from above

Stryker Sales, LLC (38-2902424) Use this Tax ID Number for Vendor Payments

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

5 Address (number, street, and apt. or suite no.) See instructions.

2825 Airview Blvd Corporate Headquarters

6 City, state, and ZIP code

Kalamazoo, MI 49002

7 List account number(s) here (optional)

MEDICAL DIVISION (Portage)
Physical Address:
3800 E. Centre Avenue
Portage, MI 49002-5826
Remit to Address:
PO Box 93308
Chicago, IL 60673-3308

MEDICAL DIVISION (Redmond)
Physical Address:
11811 Willows Rd, NE
Redmond, WA 98052-2003
Remit to Address:
PO Box 93308
Chicago, IL 60673-3308

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	2	–	2	1	8	3	5	9	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 1/5/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

stryker

Section 3

Stryker Contract Template

stryker

CITY OF SHEBOYGAN FIRE
1326 N 26TH ST
Sheboygan Wisconsin 53081

Re: Bid number 2021-22

To Whom it May Concern:

The purpose of this letter is to confirm that Stryker Sales, LLC (the "Company") is hereby submitting a response in connection with the above-noted formal request for quote CP-626 (hereinafter, "BID") being conducted by Sheboygan Fire.

Notwithstanding any required signatures of the Company submitted in connection with the BID documents, the terms and conditions contained in the BID are only a non-binding statement of the intentions of the Company and no legal rights or obligations of either party are created with respect to any matters contemplated therein. No terms and conditions are binding on the parties unless and until a definitive agreement with the respect to the transaction is signed by both parties (the "Definitive Agreement"). In addition, the BID may not address all matters to be negotiated by the parties and contained in the Definitive Agreement and any different or conflicting terms contained in the Definitive Agreement will supersede and replace those contained in the BID.

Notwithstanding anything to the contrary, the parties agree that the following provisions shall be binding upon the parties: (1) each of the parties shall treat the contents of the BID as confidential, and (2) during the course of negotiating the Definitive Agreement none of the parties (nor any agent, representative or affiliate thereof) shall directly or indirectly disclose to any third party the contents of the BID or any discussions relating to the BID or the Definitive Agreement, except to their agents or representatives who have a need to know in connection with the negotiation of the Definitive Agreement.

Thank you in advance for your consideration and we look forward to a mutually fruitful relationship.

Kind Regards,

Jennifer N. Collins
Pricing and Contract Manager

Purchase & Sale Agreement

Date:

Contract Number
Customer Number

Customer

Effective Date

Contact Name

Expiration Date

Address
City, State, Zip

Sales Representative

This Purchase and Sale Agreement ("Agreement") is entered into as of the Effective Date entered above by and between Customer and Stryker Sales, LLC, through its Medical division ("Stryker").

RECITALS

I. Stryker is engaged in the manufacture and supply of certain medical equipment and accessories technical support services ("Products & Services").

II. Customer provides healthcare services which, from time to time require the use of Products & Services supplied by Stryker and Customer intends to acquire these Products & Services from Stryker.

III. The parties enter into this Agreement to identify the terms and conditions upon which Stryker will make its Products & Services available to Customer.

NOW, THEREFORE, Customer and Stryker agree as follows:

1. **Terms of Sale.** The purpose of this Agreement is to allow Customer access to Products & Services at discounted pricing, based on Customer's agreement to meet the Conditions set forth in Paragraph 2.

2. **Conditions.** The offer to purchase extended under this Pricing Agreement is conditioned upon Customer purchasing for Products described in Exhibit A from throughout the Term of this Agreement.

3. **Term**. This Agreement begins on the Effective Date and will expire on the Expiration Date listed above. Thereafter, and subject to the provisions below headed, "Termination", this Agreement shall automatically renew from month to month for a period of up to three (3) months. This Agreement will then terminate in its entirety, unless extended by mutual agreement of the Parties.

4. **Pricing**. Stryker extends to Customer an offer to purchase the Products described in Exhibit A and the Services described in Exhibit B at the net prices herein indicated. Not more frequently than annually, Stryker may adjust the prices for Products & Services in an amount not to exceed three percent (3%) of the then-current price.

   Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods covered by this document. Taxes will be invoiced in addition to the price of the goods covered by this document unless Stryker received a copy of a valid exemption certificate prior to delivery.

   If the number or configuration of Covered Equipment listed on Exhibit B changes during the Term, pricing shall be pro-rated accordingly. For Inspection Only Service and Repair and Inspect Service, no pricing deduction will be made for removal of Covered Equipment if an inspection has already been performed during the Term.

   Discounts may not be combined with other special terms, discounts, and/or promotions.

5. **Authorized Purchasers.** If Customer is affiliated with certain other facilities involved in the delivery of healthcare services, those facilities are identified in Exhibit D. The parties intend that the terms of this Pricing Agreement be extended to the facilities identified in Exhibit D.

6. **Products.** The Products provided under this Agreement are set forth on Exhibit A.

6.1. **Payment.** Stryker will invoice on shipment. Customer shall pay Stryker's invoice net thirty (30) days from invoice date.

6.2. **Minimum Order Quantity.** Stryker requires a minimum order of $200.00.

6.3. **Shipping and Delivery.** Delivery shall be F.O.B. origin, prepaid and added to the invoice. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Customer, Stryker will obtain transportation on Customer's behalf and for the Customer's account. Delivery dates are approximate and governed by the provisions in the paragraph entitled "Delays" below. Freight is prepaid by Stryker and added to Customer's invoice.

6.4. **Delays.** Delivery dates are approximate. Stryker will not be liable for any loss or damage of any kind due to delays in delivery or from non-delivery resulting from an event of Force Majeure. Any such delay shall not be considered a breach by Stryker and Customer's Agreement and delivery dates shall be extended for the length of such delay.

6.5. **Inspections.** Within 30 days of receipt of a shipment, Customer shall notify Stryker of any claim for Product damage or nonconformity. Stryker, at its sole option and discretion, may repair or replace a Product to bring it into conformity. Return of any Product by Customer shall be governed by the provisions of paragraph entitled "Returned Products" below. Payment of Stryker's invoice is not contingent on immediate correction of nonconformities.

6.6. **Returned Product.** Stryker will accept the return of any Product under any of the following circumstances:

- the Product is shipped in error;
- the Product is shipped after the Product's expiration date;
- the Product is received by the Customer in a damaged, defective, or nonconforming condition;
- Stryker specifically authorizes the return of the Product; or
- the Product is recalled and must be removed from the market.

Stryker will accept the return of any Product for a full credit if Customer returns the Product to Stryker (a) within 30 working days from the date the Customer receives the Product, or (b) within 30 working days from the date the Customer receives notice of recall, if applicable. Customer acknowledges that Products have varying shelf lives and that certain restrictions and/or restocking charges may apply to Products returned after the applicable 30-day time period.

If Customer desires to return a Product, Customer must call its local Stryker representative or Stryker's regional sales office for information on credit or replacement of any purchased and non-expired Product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the Product to Stryker in its original packaging, unopened, and undamaged, except for Product(s) that are received by in a damaged, defective, or nonconforming condition, which Products may be returned in their existing condition. Stryker will not accept the return of a non-defective and conforming Product if Customer breaks the security seal on the Product.

6.7. **Authorized Distributor.** Customer may make purchases under this Agreement through an authorized distributor. Should Customer elect to use a distributor to make purchases, Customer shall identify the distributor in writing to Stryker. On the condition that such distributor agrees in writing to: (i) identify on a purchase order or other written document its purchases for Customer; (ii) to ship such Product(s) only to Customer; and (iii) to otherwise accept the terms of this Agreement, Stryker will extend the terms of this Agreement to the distributor.

6.8. **No Resale**. Customer agrees that Products purchased hereunder will not be resold to third parties or reshipped to any persons or places prohibited by the laws of the United States of America.

7. **Services.** Pricing of the Services provided under this Agreement are set forth on Exhibit B. Descriptions of the Services provided under this Agreement are set forth on Exhibit B. This Agreement covers only the equipment listed on Exhibit Ba s amended and updated upon agreement of the parties.

7.1. **Payment.** Customer shall pay Stryker's invoice net thirty (30) days from invoice date.

7.2. **Loaners.** If Covered Equipment must be removed from service to complete repairs, Stryker will provide Customer with a loaner device, if one is available, until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Stryker in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Stryker's request.

7.3. **Delays.** Stryker will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event of Force Majeure. Any such delay shall not be considered a breach of Stryker's obligations and the performance dates shall be extended for the length of such delay.

7.4. **Device Inspection Before Acceptance.** All devices that are not under Stryker's Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. Stryker reserves the right to refuse to support any device that has been remanufactured by a company other than Stryker.

8. **Warranty.** The following warranties are the only warranties covering any Product or Service provided under this Agreement.

8.1. Product Warranty. Stryker warrants the Products in accordance with its Limited Warranty which is delivered with each Product sold hereunder to which it applies, current edition attached hereto as Exhibit C. Stryker reserves the right to modify this warranty for future purchases.

8.2. Service Warranty. Stryker warrants services performed under this Agreement and replacement parts provided in performing such services against defects in material and workmanship for ninety (90) days from the date a service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Stryker of any allegedly defective condition within ten (10) calendar days of its discovery by the Department.

8.3. STRYKER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. SPECIFICALLY, AND NOT BY WAY OF LIMITATION, STRYKER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Patent Indemnity**. Upon receipt of prompt notice from Customer and with Customer's authority and assistance, Stryker agrees to defend, indemnify and hold Customer harmless against any claim that the Stryker Products & Services covered by this Agreement directly infringe any United States Patent.

10. **Intellectual Property.** Through the purchase of Stryker Products & Services, Customer does not acquire any interest in any tooling, drawings, design information, computer programming, software or firmware, patents, intellectual property, or copyrighted or confidential information related to the Products & Services. Customer expressly agrees not to reverse engineer or decompile Products or related software and information.

11. **Confidentiality**. The terms of this Agreement are confidential. Neither party shall disclose confidential information to any third party without the prior written consent of the other party, except where such disclosure is required by law.

12. **Product Training and Support**. Stryker will make appropriate training and education available to physicians, nurses and Customer staff regarding the safe and effective use of Stryker's Products as mutually agreed upon by the parties.

13. **Independent Parties**. The relationship between the parties is that of independent contracting parties. Stryker shall have no power to bind or obligate Customer in any manner. Likewise, Customer shall have no power to bind or obligate Stryker in any manner.

14. **Choice of Law.** The rights and obligations of Stryker and Customer related to this Agreement shall be governed by the laws of the state where Customer is headquartered. In the event of a dispute, the other party shall reimburse all costs and expenses incurred by the substantially prevailing party related to enforcement of its rights under this Agreement including reasonable attorneys' fees.

15. **Arbitration**. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate shall be settled by binding arbitration before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall take place in Seattle, Washington, or in the city where Customer is headquartered, and shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Each party shall bear an equal share of the arbitrator's fee and administrative fees, however, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including reasonable attorneys' fees of the substantially prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.

16. **Notice**. Any notice to be given by either party to the other must be in writing and may be effected either by personal delivery, delivery by an overnight courier with tracking capability or by United States certified mail, return receipt

requested, postage prepaid. Notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other.

17. **Compliance with Federal and State Confidentiality Laws**. Both parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws and regulations. The parties further acknowledge that Stryker may be obligated to Customer to adhere to the business associate requirements of the Standards for Privacy of Individually Identifiable Health Information ("HIPAA Privacy Regulation") published at Title 45 of the United States Code of Federal Regulations parts 160 and 164.

18. **Compliance with Laws.** The parties agree to comply with their respective obligations under federal, state or other applicable laws or regulations and to properly report the value of any discount or rebate earned or received hereunder, if required.

19. **New Technology Pricing**. As mandated by federal laws and regulations, Stryker does not promote products and/or therapies that have not been approved by the U. S. Food and Drug Administration. Upon commercial release of a new product, Stryker will negotiate with Customer regarding the price for the new product and the addition of the new product to this Agreement or an amendment hereto.

20. **Contract Reference**. Orders placed under this Agreement shall make reference to the Contract Number above.

21. **Assignment**. This Agreement and the rights, duties and responsibilities of the parties shall not be assigned to a third party without the prior express written consent of the other, except that Stryker may assign this Agreement without such consent to any person, firm or corporation succeeding to its business and also to any parent, subsidiary or affiliated company of Stryker.

22. **Limitation of Liability**. Neither party shall be liable to the other party for special, punitive, incidental, consequential or indirect damages in connection with this Agreement or performance hereunder.

23. **Force Majeure**. Neither party shall be liable to the other party in respect of any delay or failure to perform that results from any event or cause that is beyond the reasonable control of the party obligated to perform including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Stryker's inability to obtain goods from its usual sources.

24. **Severability**. If any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

25. **Authority**. The parties represent that they have the authority to enter into this agreement. The parties further represent that the terms of this agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.

26. **Entire Agreement**. Stryker agrees to furnish the Products & Services ordered by Customer subject to the terms of this Agreement which reflect the complete agreement between Stryker and Customer regarding the subject of this Agreement and supersede all of the negotiations, understandings, and representations (if any) made by the parties. None of the terms and provisions of this Agreement may be amended, supplemented, waived or changed orally or by terms contained in any purchase order or other documents submitted by Customer, but only by writing signed by each of the parties.

27. **Non-waiver.** The failure by one party to take action or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default

28. **Construction of Agreement.** Each party represents that it has had an opportunity to negotiate and cooperate in the drafting and preparation of this Agreement and no principles of construction shall be applied against either party on the basis that such party drafted this Agreement.

29. **Termination**. Upon written notice, either party may terminate this Agreement upon the occurrence of any of the following events:

    - A material breach of one or more terms of the Agreement by the other Party, and the failure of the breaching party to cure the breach within 30 days of written notice of the breach;

    - The insolvency or bankruptcy of the other party;

- Thirty (30) days prior written notice to the other party.

In the event of such early termination of Services, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the cost of any Services rendered during the Term.

30. **Signatures**. This Agreement may be executed in multiple originals, each of which shall be deemed an original hereof, and all of which constitute one and the same agreement. This Agreement is also valid if signatures are exchanged by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereby indicate their agreement to the terms of this Purchase and Sale Agreement by the signatures of their authorized representatives.

Stryker Sales, LLC, through its Medical division	**CUSTOMER**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title _____
Date: _____	Date: _____

All notices and final executions to: USContracts@stryker.com.

EXHIBIT A
PRODUCT PRICING

Stryker extends to Customer and to any Facilities identified in Exhibit D the following Net Prices on the Products indicated:

EXHIBIT B
PRICING FOR SERVICES/COVERED EQUIPMENT

EXHIBIT C
LIMITED WARRANTY

Limited warranty

US/Latin America/South America

Subject to the limitations and exclusions set forth below, the following Stryker products which are purchased from authorized Stryker representatives or authorized resellers for use in the United States of America, Latin America and South America and are used in accordance with their instructions, will be free from defects in material and workmanship appearing under normal service and use as defined below.

Eight years

- LIFEPAK® CR2 defibrillator
- HeartSine® samaritan® PAD automated external defibrillators
- LIFEPAK CR® Plus automated external defibrillator and internal battery system

Five years

- LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)
- LIFEPAK 20/20e defibrillator/monitor
- LIFEPAK 1000 defibrillators
- LIFEPAK EXPRESS® automated external defibrillator and internal battery system

Two years

- CodeManagement Module®
- LIFEPAK 1000 trainer

One year

- LIFEPAK 15 monitor/defibrillator
- LUCAS® Chest Compression System
- LIFEPAK 500T trainer
- LIFEPAK CR-T trainer
- Internal Battery System for LIFEPAK 20/20e
- Battery charging systems and power adapters
- Batteries and battery paks, excluding CHARGE-PAK™ Charging Unit
- Masimo SET® Rainbow® reusable sensors
- TrueCPR™ Coaching Device

180 days

- Masimo® cables and Masimo SET SpO_2 sensors

90 days

- CHARGE-PAK Charging Unit
- LIFEPAK 15 monitor/defibrillator ACLS Training Device
- LIFEPAK 20/20e defibrillator/monitor ACLS Training Device
- Installed repair parts
- All other product accessories

30 days

- Internal paddles and internal paddle handles

Limited warranty time limits begin on the date of delivery to the First Owner.*

Stryker warrants neither error-free nor interruption-free performance. The sole and exclusive remedy of the First Owner under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Stryker. To qualify for the repair or replacement, the product must have been continuously owned by the First Owner and not have been repaired or altered outside of an authorized Stryker factory in any way which, in the judgment of Stryker, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting.
The product must not have been subjected to misuse, abuse or accident.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

Except for the Limited Warranty provided above, **STRYKER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

* First Owner means the first purchaser or lessee of the products listed above, directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the purchaser's corporate affiliates.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at strykeremergencycare.com

Emergency Care products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, LIFEPAK, LIFEPAK CR, LIFEPAK EXPRESS, LUCAS, TrueCPR, Stryker. Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Stryker
11811 Willows Road NE Redmond, WA 98052
Toll free 800 442 1142
strykeremergencycare.com

Stryker Canada
2 Medicorum Place Waterdown, Ontario L8B 1W2
Canada
Toll free 800 668 8323

Stryker Medical, a Division of Stryker Sales Corporation
Product Warranty

The Products are warranted free from manufacturing and material defects for a period of one year, unless otherwise stated per product, after delivery of same. Any Products that become defective during this period shall be repaired or replaced, such determination being at Customer's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, modified, refurbished or repaired without the prior consent of Stryker, (ii) that have been subjected to unusual stress or have not been properly maintained or (iii) on which any original serial numbers or other identification marks have been removed or destroyed. In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Power-LOAD Warranty 6390

- One year parts, labor & travel
- Lifetime on all welds

Performance-LOAD Warranty 6392

- One year parts, labor & travel
- Lifetime on all welds

Power-PRO Warranty 6506 & 6516

- Two year parts, labor & travel
- One-year soft goods
- Three-year X-frame components
- Three-year limited powertrain
- One year SMRT Battery
- Two Year SMRT Battery Charger
- Lifetime on all welds

Performance-PRO Warranty 6086

- One year parts, labor & travel
- One-year soft goods
- Three-year X-frame components
- Lifetime on all welds

Stair-PRO Warranty 6252

- One year parts, labor & travel
- One-year soft goods
- Lifetime on all welds

MX-PRO Warranty 6082

- One year parts, labor & travel
- One-year soft goods
- Lifetime on all welds

MX-PRO Bariatric Warranty 6083

- One year parts, labor & travel
- One-year soft goods
- Lifetime on all welds

Evacuation Chair Warranty 6254

- 15 year warranty

Antler Fastener/Floor or Wall Mount Warranty 6370/6373

- One year parts, labor & travel

EXHIBIT D
AFFILIATED FACILITIES/AUTHORIZED PURCHASERS

Facilities	Stryker Customer Number
See page 1	

stryker

Section 4

Our Products

stryker

NEW LUCAS® 3
Chest Compression System, version 3.1

Data Sheet



Setting the standard
for mechanical CPR

We continue to innovate the LUCAS platform with Wi-Fi® connection to the LIFENET® System and integration into CODE-STAT™ Data Review Software. The new LUCAS 3, v3.1, allows for tailored rates to meet your protocols, alerts configured to improve compliance, Post-Event Reports to your inbox, and asset notifications by e-mail.

Device configuration via the LIFENET System

Wirelessly set device presets to align with your protocols

- Adjustable rate: 102, 111, 120 ± 2 compressions per minute – fixed or variable during operation
- Adjustable depth: 1.8 to 2.1 ± 0.1 inches/45 to 53 ± 2mm – fixed during operation
- Audible CPR timer: 1-15 minutes (in 1 minute increments)
- Adjustable ventilation alerts, pause length and count
- Auto-lowering of the piston (AutoFit or QuickFit)
- Pressure pad release to allow for chest rise during ventilation

Post-Event reporting

- Receive device Post-Event Report (PDF) via e-mail after device check-in over Wi-Fi
- Transmit reports wirelessly to any predetermined e-mail addresses (configurable in LIFENET)
- Integration with CODE-STAT 11*

Asset management via LIFENET

- Asset dashboard for fleet status at latest device check-in
- Notifications of expiring and expired LUCAS batteries
- Notifications of upcoming or missed service

The world's most used mechanical CPR device

- Over 15 years of experience, over 24,000 devices deployed, and 200+ publications**
- Unique device design: piston with suction cup designed to stabilize the compression point and follow the chest
- Used in the field all the way into the cardiac cath lab

Proven safe and effective, quick and easy

- Highest level of evidence showing safety and efficacy[1]
- Simple 1-2-3 step user interface
- Quick: A median 7 sec. interruption at transition from manual to mechanical CPR in clinical use[2]

Proven to perform. Reliably.

- Easy to maintain and own
- Compact and lightweight
- >99% operational reliability in clinical use[1]

*Commercially available mid-2018
**As of April 2018

Specifications

Device and Therapy

Type of chest compression

- Piston with suction cup designed to stabilize the compression point
- Factory default settings consistent with AHA and ERC Guidelines 2015

Compression rate

- Configurable to 102 – 111 – 120 compressions per minute, fixed, or variable during use
- Factory default setting: 102 ± 2 compressions per minute

Compression depth

- Configurable to a fixed value between 1.8 to 2.1 ± 0.1 inches / 45 to 53 ± 2 mm
- Factory default setting: 2.1 ± 0.1 inches / 53 ± 2 mm for nominal patients
  Note: 1.5 to 2.1 inches / 40 to 53 mm for chest height < 7.3 inches / 185 mm

Pressure pad during ventilation

- To allow for chest rise during ventilation the pressure pad can be configured to move up 0.4 inch / 10 mm above start position during pauses or during continuous compressions
- Factory default setting: pressure pad remains in start position

Compression duty cycle: 50 ± 5%

Compression modes (operator selectable)

- ACTIVE 30:2 mode: 30:2 (factory default setting) or 50:2 (setup option) compression to ventilation ratio
- ACTIVE Continuous mode

Ventilation alerts

- ACTIVE 30:2 mode: LED blinks and audible alert signals before ventilation pause
- ACTIVE Continuous mode: LED blink. Configurable to 6 to 10 alerts per minute (factory default setting: 10 alerts per minute). Audible alert configurable ON/OFF (factory default setting: OFF)

Ventilation pause duration

- ACTIVE 30:2 mode: configurable to 3 to 5 sec. (factory default setting: 3 sec.)
- ACTIVE Continuous mode: configurable to 0.3 to 2 sec. (factory default setting: 0.3 sec.)

Device and Therapy (cont.)

Suction cup start position

- Configurable:
  - QuickFit (factory default setting): Manual lowering of the suction cup. Automatic fine-tuning will occur when locking the start position
  - AutoFit: Automatic lowering of the suction cup from its upper position down to the chest
  - Manual: Manual lowering of the suction cup to the chest. No automatic fine-tuning will occur when locking the start position

Suction cup in ADJUST mode: The device can be setup so that the suction cup automatically returns up from the chest when the operator pushes the ADJUST key coming from PAUSE or ACTIVE (30:2 or Continuous) modes (factory default setting: OFF)

Audible timers

- 1 to 15 minutes, in 1 minute increments (factory default setting: OFF)
- The timer can be setup as either CPR Timer or Continuous Timer
  - CPR Timer: the device only measures the time in uninterrupted ACTIVE (30:2 or Continuous) modes
  - Continuous Timer: the device measures the time continuously, independent of what mode the device is in

Safety system controls

- Automatic self-test at each Power ON
- Advanced control of delivered compression depth, rate and duty cycle, with safety alarm
- Soft Start at beginning of compressions
- Automatic adjustment of compression force to reach the set compression depth in individual chests

Patients eligible for treatment

- 6.7 to 11.9 inches / 17.0 to 30.3 cm chest height
- 17.7 inches / 44.9 cm maximum chest width
- No patient weight limitation

Device post-event data and connectivity

Connectivity

- Wireless connectivity: Device can communicate via Bluetooth™ (factory default setting ON) and connect to configured Wi-Fi networks to receive and transmit data when not in clinical use.
- Local Bluetooth connection for setting up local Wi-Fi network, and for Post-Event Report generation and software updates (if Wi-Fi cannot be used)
- Ability to disable Bluetooth and/or Wi-Fi

Wi-Fi and LIFENET capabilities

- Manual or automatic data transmission (configurable): push the TRANSMIT key in range of known network (factory default setting), or setup option for automatic data transmission whenever the device is off, charging and in range of known network
- Setup options: Device functionality can be configured with setup options via secure, online platform (LIFENET) and be transmitted to the device wirelessly. A single setup profile can be applied to entire fleet or individual setup options for each device
- Post-Event Reports: Device can transmit Post-Event Reports (PDF) wirelessly and send to any predetermined e-mail addresses.
- Device readiness status: Device can transmit device readiness and battery notifications wirelessly to any predetermined e-mail addresses

Post-Event Report contents: Easy to read Post-Event Report (PDF) showing:

- Summary of device use: compression time, ratio, rate, count, number of pauses > 10 sec. and duration of longest compression pause
- Visual timeline showing device compressions, rate and pauses
- Event log showing user interactions, battery alerts and alarms
- Full display of device setup for quick reference
- Comprehensive post-event review in CODE-STAT 11 Data Review Software (optional)

Device post-event data and connectivity (cont.)

Device readiness data: Configurable in LIFENET to send e-mail notifications on latest device check-in status including:

- Battery nearing expiration
- Battery expired
- Failed device self-test

Reporting software over Bluetooth

- Report Generator software (DTX, included with device purchase for download online) with ability to download, print, save and share device reports of each use (PDF format)
- The Report Generator (DTX) can be downloaded on a pc with Windows® 7, 8.1 or 10

Device data storage: 4GB (estimated to store more than two uses per day over the lifetime of the device, 8 years)

Device physical specifications

Device dimensions when assembled (HxWxD): 22.0 x 20.5 x 9.4 inches / 56 x 52 x 24 cm

Device dimensions while stored in carrying case (HxWxD): 22.8 x 13.0 x 10.2 inches / 58 x 33 x 26 cm

Battery dimensions (HxWxD): 5.1 x 3.5 x 2.2 inches / 13.0 × 8.8 × 5.7 cm

Weight of the device with Battery (no straps): 17.7 lbs / 8.0 kg

Battery weight: 1.3 lbs / 0.6 kg

Back plate: Thin and lightweight back plate (0.6 inches / 15mm and 2.5 lbs / 1.1 kg)

Device environmental specifications

Operating temperature

- +32°F to +104°F / +0°C to +40°C
- -4°F / -20°C for 1 hour after storage at room temperature

Storage temperature: -4°F to +158°F / -20°C to +70°C

Relative humidity: 5% to 98%, non-condensing

Device IP classification (IEC60529): IP43

Operating input voltage: 12-28 V DC

Atmospheric pressure: 62-107 kPa -1253 to 13000 ft (-382 to 4000 m)

Power specifications

Power source: Proprietary battery alone or with external power supply or car power cable

Power supply input: 100-240VAC, 50/60Hz, 2.3A, Class II

Power supply output: 24VDC, 4.2A

Car power cable: 12-28VDC/0-10A

Battery type: Rechargeable Lithium-ion Polymer (LiPo)

Battery capacity: 3300 mAh (typical), 86 Wh

Battery voltage (nominal): 25.9 V

Battery run time (nominal patient): Battery run time 45 minutes (typical) Extended run time connecting to external power supply

Power specifications (cont.)

Maximum Battery charge time: Charged in the device using external power supply:

- Less than two hours at room temperature (+72°F / +22°C)

Charged in the external battery charger:

- Less than four hours at room temperature (+72°F / +22°C)

Battery service life (interval for recommended replacement)

- Recommendation to replace the battery every 3 to 4 years or after 200 uses (of more than 10 minutes each time)
- End of Battery service life will be indicated by a constant yellow LED to the far right on the Battery charge indicator

Battery IP classification (IEC60529): IP44

Battery charge temperature

- +32°F to +104°F / +0°C to +40°C
- (+68°F to +77°F / +20°C to +25°C preferred)

Battery storage temperature

- -4°F to +104°F / -20°C to +40°C
- -105°F to +158°F / +41°C to +70°C ambient for less than a month

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1. Rubertsson S, Lindgren E, Smekal D, et al. Mechanical chest compressions and simultaneous defibrillation vs conventional cardiopulmonary resuscitation in out-of-hospital cardiac arrest. The LINC randomized trial. *JAMA*. 2013;311(1):53-61.
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The LUCAS 3 device is for use as an adjunct to manual CPR when effective manual CPR is not possible (e.g., transport, extended CPR, fatigue, insufficient personnel).

Physio-Control is now part of Stryker.

For further information, please contact your Stryker or Physio-Control representative or visit our website at www.physio-control.com

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Stryker's financial guarantee

Reduce injuries by 50 percent



LUCAS® 3, v3.1 chest compression system

Stryker's **Proven to Save** financial guarantee*

Deliver high-quality, Guidelines-consistent[1] chest compressions and reduce the risk of caregiver injury from the field, during transport and in the hospital during the most critical situations.

If you don't experience at least a 50 percent reduction in caregiver CPR-related injuries, we'll buy back your unit with Stryker's Proven to Save financial guarantee for LUCAS devices. No upfront fees. No extra costs.*

Ask your local Stryker sales representative to learn more so you can focus on what matters most—saving lives.

$69,594 USD
cost of a typical strain injury ($33,140 direct and $36,454 indirect costs[2])

60%
of EMS personnel experience back pain from CPR[3]

Contact your local sales representative or visit stryker.com

*Available to qualifying customers in the United States, Canada or Mexico that enter into a LUCAS chest compression system Safety guarantee agreement with Stryker. Subject to the terms and conditions of the agreement.

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3. Jones A, Lee R. Cardiopulmonary resuscitation and back injury in ambulance officers. *International Archives of Occupational and Environmental Health*. 2005 May; 78 (4); 332-336.

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LUCAS® 3, v3.1

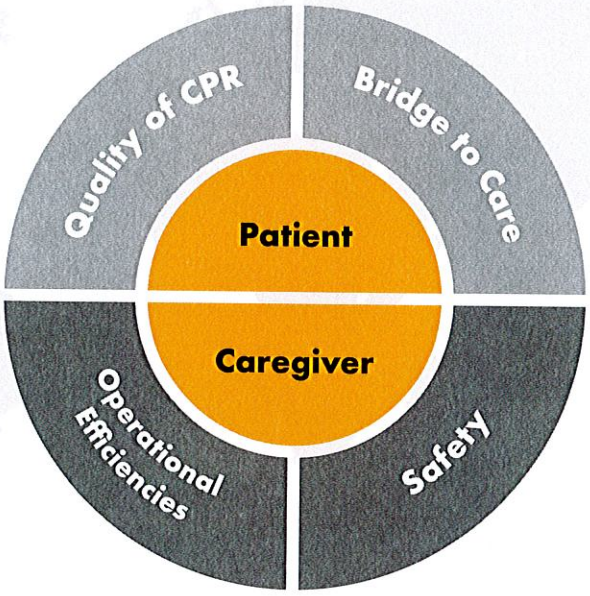
Chest Compression System



Your partner in life support

Consistency. It's a powerful thing.

The LUCAS Chest Compression System helps emergency care teams around the world do what they do best — save lives. With high-quality chest compressions and fewer interruptions than manual CPR, LUCAS is your partner that will administer Guidelines-consistent, high-quality compressions until the job is done.



CPR quality

- Delivers Guidelines-consistent, high-quality chest compressions at recommended rate and depth while allowing for chest recoil
- Fewer interruptions, compared to manual CPR, leading to higher compression ratios[1,2] and increased blood flow to the brain[3,4]
- Higher $EtCO_2$ values, compared to manual CPR, indicative of higher chance of ROSC[5]

Bridge to care

- Overcomes caregiver fatigue by providing Guidelines-consistent chest compressions for multiple hours if required*
- Allows for hands-free, high-quality chest compressions during transport[1,6]
- Extends reach of care and allows for treatment of underlying cause during CPR (e.g. ECMO/PCI)[22]

Operational efficiencies

- Calms the event and reduces stress by eliminating the need to manage a compression rotation schedule
- Frees up care givers to focus on other tasks
- Utilizes data integration capabilities to enhance post event analysis and quality improvement efforts

Safety

- Rescuers can avoid awkward and potentially dangerous situations when performing CPR during patient transport
- Potential to reduce CPR-related injuries to the CPR provider
- Reduces X-ray exposure of CPR provider during PCI

* When using multiple batteries or an external power source. Battery typically lasts for 45 minutes of operation

Proven. Safe. Effective.



For over 15 years the LUCAS Chest Compression System has been helping lifesaving teams around the world deliver high performance, Guidelines-consistent chest compressions to cardiac arrest patient in the field, on the move and in the hospital.

The LUCAS device has been proven safe and effective in a large randomized controlled trial, the highest level of clinical evidence.[10]

LUCAS by the numbers

25,000+

With over 25,000 devices in the global market, a patient is treated approximately every 2 minutes[7,8]

16,830

In a successful 2 hour 45 minute resuscitation, LUCAS administered 16,830 Guidelines-consistent compressions[9]

>99%

Operational reliability in clinical use[10]

+60%

Increased blood flow to the brain vs. manual CPR[3]

>99%

of survivors had good neurological outcomes in large randomized LINC trial[10]

95%

of patients fit in the LUCAS device[10,11]



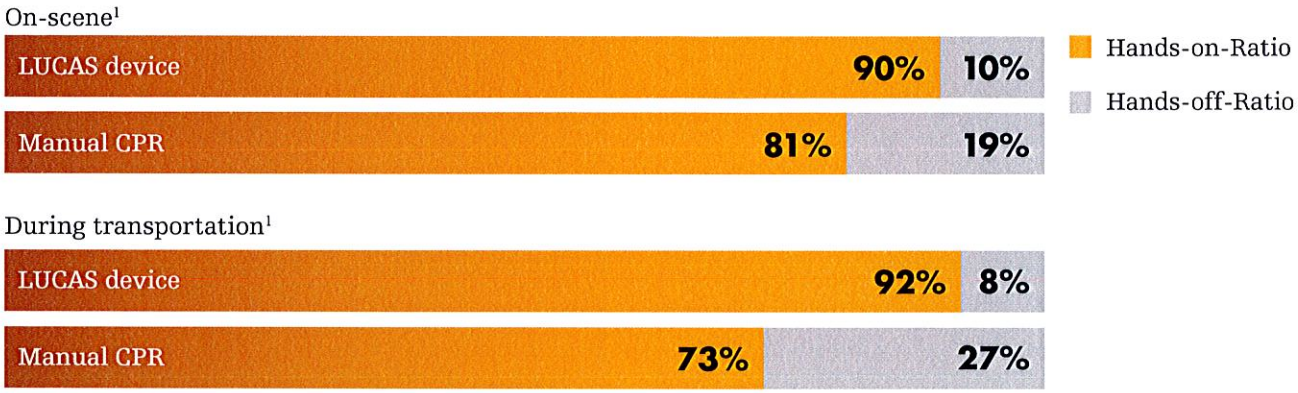
"We know CPR is difficult to do well. People slow down. They don't always do it appropriately — even professional rescuers. A machine doesn't get tired; it is consistent, and consistency is key."

—Charles Lick, MD Medical Director, Allina Medical Transport & Emergency Department Director, Buffalo Hospital[23]

Your power to improve CPR quality

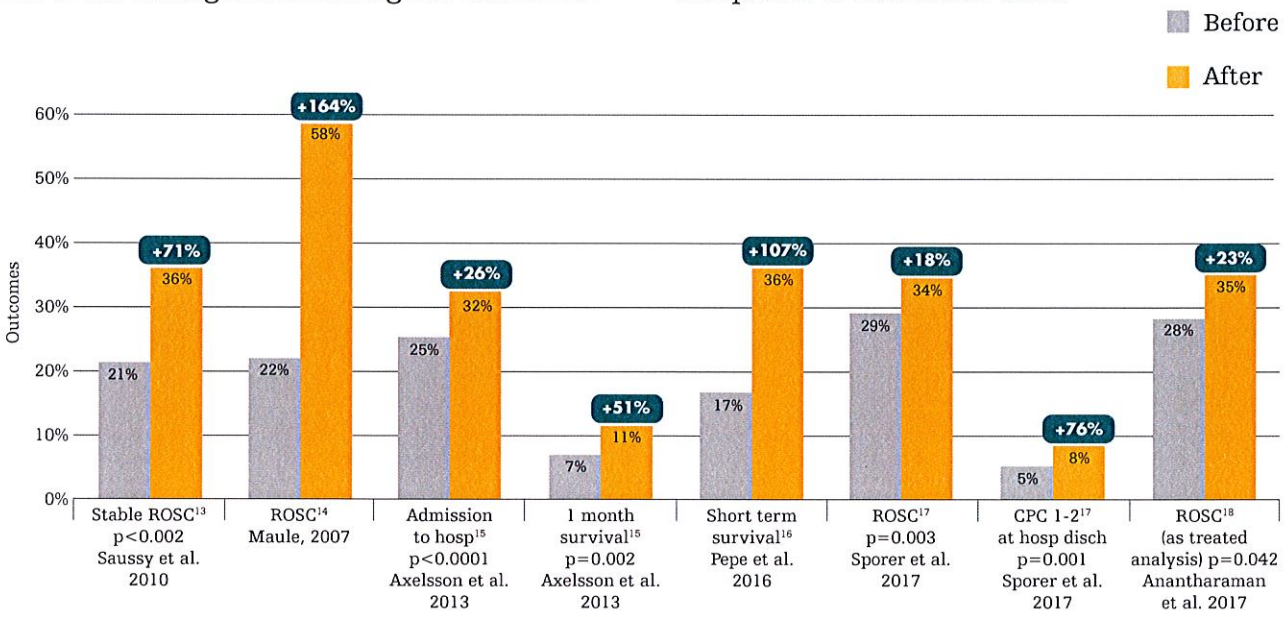
Less interruptions to CPR on the scene and during transport

30-40% of patients who have achieved return of spontaneous circulation (ROSC) on the scene will re-arrest prior to hospital arrival and may require CPR during transportation.[20,21]



LUCAS can contribute to improved outcomes

Systems of care implementing LUCAS together with a comprehensive approach to resuscitation* have shown increased ROSC rates[13-17] as well as improved survival with good neurological outcomes[15,17,19] compared to historical data.



*May include additional therapies or changes of protocols

LUCAS 3, v3.1 at a glance

7 seconds

The two-step application (back plate, then upper part) makes the LUCAS device quick and easy to deploy, as short as a median 7 second interruption time when transitioning from manual CPR.[12]

Battery allows for 45 min continuous run time. Plug in the external power supply for prolonged operation/charging



Top window for quick battery check

Compact, lightweight carrying case included with every device





The carbon fiber LUCAS PCI back plate (optional) is intended specifically for use in the cath lab, with its radiotranslucent material minimizing image shadows



Wi-Fi® connectivity for device Post-Event reports and asset notifications over e-mail

Comprehensive post-event analysis of LUCAS and LIFEPAK® data in CODESTAT™ 11 data review software

Patient straps secure patient arms during transport

Release Rings to remove the upper part from the back plate

Disposable suction cup with optional pressure pad release during ventilations

Compression rate can be set at 102, 111 or 120 to meet unique protocols

Stabilization strap helps keep device in correct position on patient

Standard low profile back plate, easy to place

High-quality CPR

Even if the patient lies upon a soft surface, the LUCAS device delivers Guidelines-consistent depth, overcoming the "mattress effect".

What's new with **v3.1?***

The LUCAS 3, v3.1 was designed with enhanced data capabilities to allow for better post-event reporting and asset management. With Wi-Fi and Bluetooth connectivity, your LUCAS device can be configured to meet your protocols within your LIFENET account. Integration with CODE-STAT 11 now allows for precise and timely post-event reviews that can help with training and quality improvements.

Setup options



Increase compression rate **without** sacrificing depth. Compression rate can be fixed or variable during operation at 102, 111, or 120 compressions per minute while still maintaining desired depth between 1.8 to 2.1 inches/45 to 53mm (depth fixed during operation).



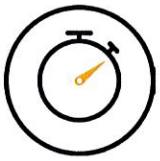
Adjust ventilation alerts, pause length and count



Auto-lowering of piston (AutoFit or QuickFit)



Adjustable depth: 1.8 and 2.1 ± 0.1 inches / 45 to 53 ± 2mm (fixed during operation)



Audible CPR timer: 1-15 minutes (in 1 min. increments)



Optional pressure pad release (0.4 inches/10 mm) allows for chest rise during ventilation

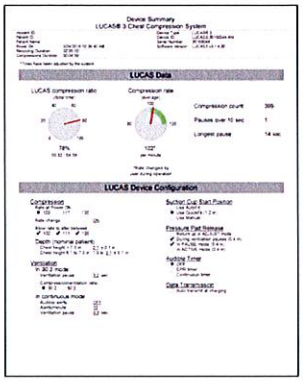
* Setup options should be changed only under the direction of a physician knowledgeable in cardiopulmonary resuscitation who is familiar with the literature in this area

Connected care

Post-Event reporting

Key metrics and dashboards:

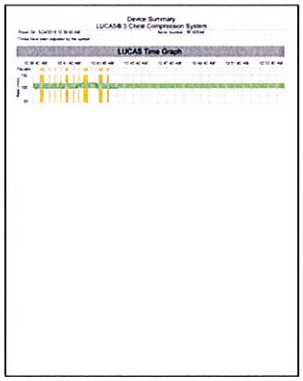
- Compression time, ratio, and rate
- Count, number of pauses > 10 sec.
- Duration of longest compression pauses
- Visual timeline of the event



Post-Event reporting

CODE-STAT 11 allows for LUCAS Post-Event Reports to be merged with reports from LIFEPAK 15 and LIFEPAK 20/20e devices.

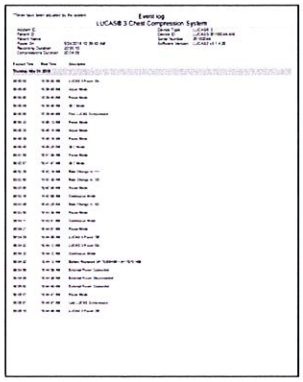
Merged reports give a comprehensive view of cardiac arrest cases and can be used in quality improvement and training efforts.



Asset management

LIFENET offers easily accessible asset dashboard for fleet status at latest device check-in.

Gives notifications of expiring and expired LUCAS batteries.



Selected specifications

For further details on specifications, please see the LUCAS 3, v3.1 Data Sheet (GDR 3336665) or LUCAS 3, v3.1 Instructions for Use.

Therapy

- Rate: 102 ± 2 compressions per minute
- Depth: 2.1 ± 0.1 inches / 53 ± 2 mm*
- Compression duty cycle: 50 ± 5%
- ACTIVE 30:2 mode: 30:2 compression to ventilation ratio
- ACTIVE Continuous mode
- Ventilation alerts and pauses

Above specifications are factory default settings and for nominal patients. The LUCAS 3, v3.1 setup options allows you to tailor rate, depth and ventilation alerts and pauses within certain values, as well as setting up an optional audible timer, sending device data reports and connecting to Wi-Fi networks.

*For smaller patients with sternum height less than 7.3 inches / 185 mm: 1.5 to 2.1 ± 0.1 inches / 40 to 53 ± 2 mm

Device

Dimension
- Assembled (HxWxD): 22.0 x 20.5 x 9.4 inches / 56 x 52 x 24 cm
- In carrying case (HxWxD): 22.8 x 13.0 x 10.2 inches / 58 x 33 x 26 cm

Weight
- Device with Battery (no straps): 17.7 lbs / 8.0 kg
- Battery: 1.3 lbs / 0.6 kg

Environment
- Operating temperature: +32°F to +104°F / +0°C to +40°C -4°F / -20°C for 1 hour after storage at room temperature
- Storage temperature: -4°F to +158°F / -20°C to +70°C
- Device IP classification (IEC 60529): IP43

Eligible patients

- No patient weight limitation
- Chest height: 6.7 to 11.9 inches / 17.0 to 30.3 cm
- Maximum chest width: 17.7 inches / 44.9 cm

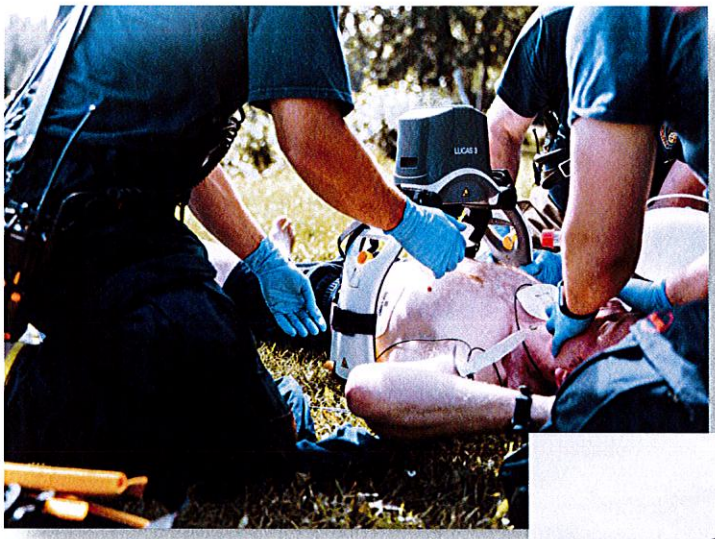
Power specifications

Power source: Proprietary battery alone or with external power supply or car power cable

Battery
- Type: Rechargeable Lithium-ion Polymer (LiPo)
- Capacity: 3300 mAh (typical), 86 Wh
- Voltage (nominal): 25.9 V
- Run time (nominal patient): 45 minutes (typical). Extended run time connecting to external power supply
- Service life: Recommendation to replace battery every 3 to 4 years or after 200 uses

Power supply
- Input: 100-240VAC, 50/60Hz, 2.3A, Class II
- Output: 24VDC, 4.2A
- Car power cable: 12-28VDC/0-10A
- Charging (at room temperature, +72°F / +22°C)
  Using external power supply:
  - Less than two hours
- Using external battery charger:
  - Less than four hours

Your partner in life support



—in the **field**



—on the **move**



—in the **hospital**

Reference:

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23. LUCAS brochure GDR 3303294_B.

The LUCAS 3 device is for use as an adjunct to manual CPR when effective manual CPR is not possible (e.g., transport, extended CPR, fatigue, insufficient personnel).

Physio-Control is now part of Stryker.

For further information, please contact your Stryker or Physio-Control representative or visit our website at www.strykeremergencycare.com

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GDR 3336670_C

stryker

LUCAS® 2|3

Chest Compression System

Genuine Accessories

LUCAS 2|3 Chest Compression System

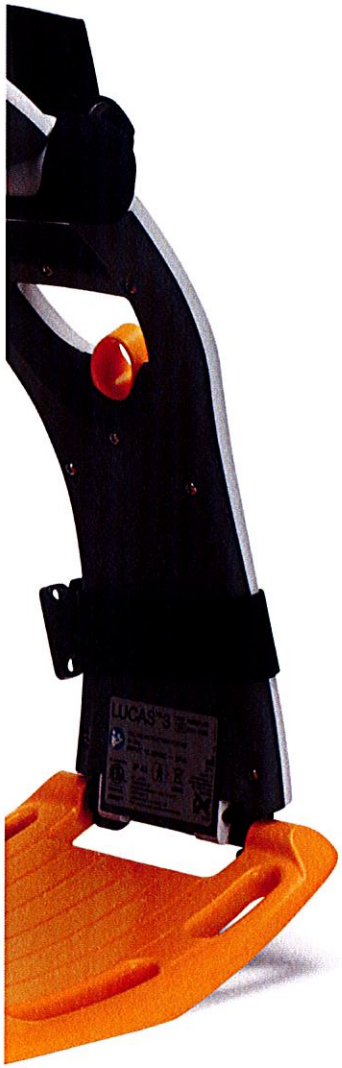


Your partner in life support

The LUCAS chest compression system provides Guidelines-consistent, high-quality chest compressions to sudden cardiac arrest patients under difficult conditions and for extended periods of time to give you a greater chance to improve patient outcomes as well as increase team safety and efficiencies.

In this catalog you will find the overview of optional power solutions and accessories for LUCAS 2 and LUCAS 3 devices.

If you have any questions about the LUCAS device, accessories or disposables, please contact your Stryker/Physio-Control representative.



LUCAS 3 chest compression system, version 3.1

The LUCAS device is shipped with one battery, patient straps, stabilization strap, two disposable suction cups, a carrying case and the Instructions for Use. The device can connect wirelessly to the LIFENET® System for setup options, post-event report generation and asset management.

LUCAS 3 device, v3.1, in shipping box
99576-000063 English
99576-000064 International-English
99576-000065 International-English, French
99576-000069 Danish, Swedish, Norwegian
99576-000070 Swedish, Finnish
99576-000082 Icelandic
99576-000071 German
99576-000072 German, French, Italian
99576-000073 German, French, Dutch
99576-000074 Italian, Spanish, Portuguese
99576-000075 Polish
99576-000077 Estonian, Latvian, Lithuanian
99576-000078 Croatian, Romanian, Slovenian
99576-000079 Czech, Hungarian, Slovakian
99576-000080 Greek, Turkish, Hebrew

Accessories for LUCAS 3 devices



LUCAS Carrying Case, Hard Shell
The LUCAS Hard Shell Case with Top Window for quick battery check and Rear Charge Port is the best way to protect your LUCAS device and carry your spare battery and accessories. Compatible with LUCAS 3 and LUCAS 2 devices.
11576-000094



LUCAS Back Plate, Slim
The slim, low profile back plate is easy to deploy, adjust, strap to transportation devices and clean. Compatible with LUCAS 3 and LUCAS 2 devices.
11576-000088

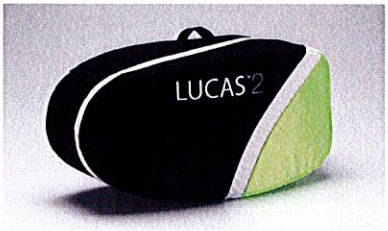


LUCAS Bumper Integrated Shaft Seal, Black Pair
The black rubber bumper accessory matches the colors of the LUCAS 3 device and is available to protect the hinge end caps.
11576-000091

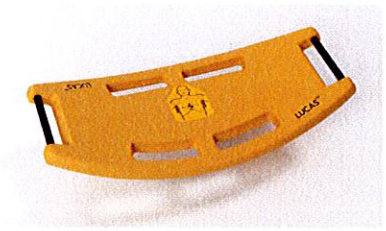


Anti-slip Tape, LUCAS Back Plate, Slim
The anti-slip tape is designed to increase the friction of the back plate and to reduce the risk of the device slipping when in contact with other hard surfaces (e.g., spine boards). Six strips in each pack.
11576-000089
11576-000090 (3-Pack)

Accessories for LUCAS 2 devices



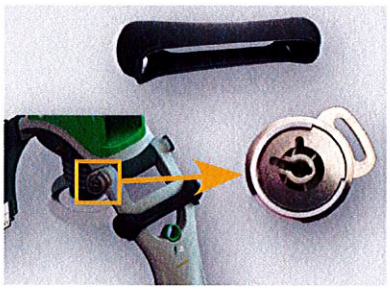
LUCAS 2 Carrying Bag
LUCAS 2 device is stored and carried in a soft padded carrying bag complete with storage pouches for a spare battery and external power supply.
11576-000038



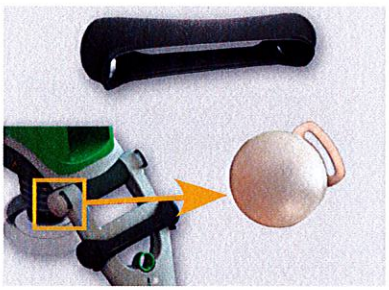
LUCAS 2 Back Plate
Replacement LUCAS 2 back plate is available in the event of damage or contamination of original.
21996-000044



LUCAS 2 Back Plate Anti-slip Tape
The LUCAS 2 back plate anti-slip tape is designed to increase the friction of the back plate and to reduce the risk of the device slipping when in contact with other hard surfaces (e.g., spine boards).
11576-000052
11576-000053 (3 Pack)



LUCAS 2 Rubber Bumper with Integrated Shaft Seal (Pair)
If your device has hinges protected by the rubber bumper on your device support legs please order the Rubber Bumper with the integrated shaft seal (pair). The majority of LUCAS 2 devices require this bumper.
11576-000072
If you are still unsure which part you need, please contact customer support.



LUCAS 2 Rubber Bumper (Pair)
If your device has a plastic cap on the support leg hinges please order the Rubber Bumper without integrated shaft seal (pair). LUCAS 2 devices older than 2012 may require this bumper.
11576-000070
If you are still unsure which part you need, please contact customer support.

LUCAS 2|3 Chest Compression System

Shared disposables, batteries & power accessories

For use with LUCAS 3 or LUCAS 2 devices



LUCAS Disposable Suction Cup

LUCAS device has a disposable suction cup which can be easily changed after each use.
11576-000046 (3-Pack)
11576-000047 (12-Pack)



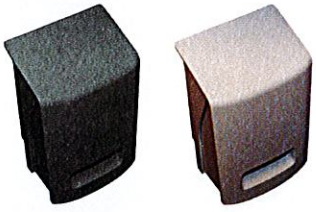
LUCAS Stabilization Strap

The Stabilization strap is used to provide further stabilization relative to the patient and to prevent downward movement of the LUCAS device during operation. Each package includes the neck strap and a pair of support leg straps.
21576-000074
21576-000075 (4-Pack)



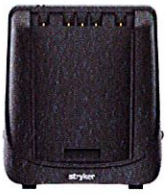
LUCAS Patient Straps

The LUCAS patient straps are used to secure the patients arms to the support legs of the LUCAS device during transportation.
11576-000050 (Pair)
11576-000051 (Pair, 3-Pack)



LUCAS Battery

The LUCAS battery is a rechargeable Lithium-Polymer (LiPo) battery which typically last for 45 minutes of operation. You can charge the battery quickly, less than 2 hours in the device if connected to the external power supply or car power cable, and less than 4 hours in the desktop charger.
11576-000080 (Dark Grey-LUCAS 3 device)
11576-000039 (Light Grey-LUCAS 2 device)
Either battery will work in either device, color is the only difference.



LUCAS Battery Desk-Top Charger

The external battery desk-top charger is a stand-alone unit intended to charge one LUCAS Battery. It typically takes less than 4 hours to charge the battery. A mounting bracket is included for space-saving installation.
11576-000060 (U.S , Canada)
11576-000061 (EU)
11576-000062 (UK)
11576-000063 (Australia)
11576-000068 (Japan)



LUCAS Aux Power Supply (S/N 3009 0181 and above)

The external power supply (100-240VAC, 50/60 Hz) can be connected to the LUCAS device and supports prolonged operation as well as charging of the LUCAS Battery while in the device.
11576-000071 (U.S., Canada)
11576-000056 (EU)
11576-000057 (UK)
11576-000058 (Japan)
11576-000059 (Australia)
11576-000067 (Switzerland)



LUCAS Car Cable

The car cable (12-28V DC) can be connected to the LUCAS device. It supports prolonged operation as well as less than 2 hour charge time of the LUCAS battery while in the device.
11576-000048



LUCAS PCI Back Plate

The carbon fiber LUCAS PCI back plate is intended specifically for use in the cath lab. It is fully radiotranslucent, with minimum shadows. The PCI back plate is compatible with LUCAS 2 and LUCAS 3 devices.
11576-000064

Instructions for Use and training



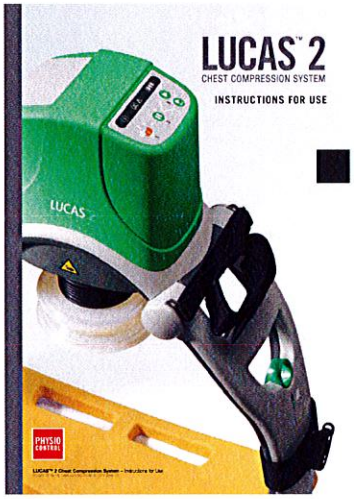
LUCAS 3 Instructions for Use (version 3.1)

26500-003923 English (EN)
26500-003924 International-English (INTL-EN)
26500-003925 German (DE)
26500-003926 French (FR)
26500-003927 Dutch (NL)
26500-003928 Danish (DA)
26500-003929 Swedish (SV)
26500-003930 Norwegian (NO)
26500-003931 Finnish (FI)
26500-003932 Italian (IT)
26500-003933 Greek (EL)
26500-003934 Spanish (ES)
26500-003935 Portuguese (PT)
26500-003936 Czech (CS)
26500-003937 Polish (PL)
26500-003938 Hungarian (HU)
26500-003940 Japanese (JA)
26500-003941 Turkish (TR)
26500-003942 Croatian (HR)
26500-003943 Chinese (ZH)
26500-003944 Slovakian (SK)
26500-003945 Korean (KO)
26500-003946 Hebrew (HE)
26500-003948 Romanian (RO)
26500-003949 Estonian (ET)
26500-003950 Latvian (LV)
26500-003951 Lithuanian (LT)
26500-003952 Slovenian (SL)
26500-003953 Icelandic (IS)



LUCAS 3 Instructions for Use (version 3.0)

26500-003716 English (EN)
26500-003717 International-English (INTL-EN)
26500-003718 German (DE)
26500-003719 French (FR)
26500-003720 Dutch (NL)
26500-003721 Danish (DA)
26500-003722 Swedish (SV)
26500-003723 Norwegian (NO)
26500-003724 Finnish (FI)
26500-003725 Italian (IT)
26500-003726 Greek (EL)
26500-003727 Spanish (ES)
26500-003728 Portuguese (PT)
26500-003729 Czech (CS)
26500-003730 Polish (PL)
26500-003731 Hungarian (HU)
26500-003733 Japanese (JA)
26500-003734 Turkish (TR)
26500-003735 Croatian (HR)
26500-003736 Chinese (ZH)
26500-003737 Slovakian (SK)
26500-003738 Korean (KO)
26500-003739 Hebrew (HE)
26500-003741 Romanian (RO)
26500-003742 Estonian (ET)
26500-003743 Latvian (LV)
26500-003744 Lithuanian (LT)
26500-003745 Slovenian (SL)
26500-003746 Icelandic (IS)



LUCAS 2 Instructions for Use (version 2.2)

26500-003588 English (EN)
26500-003589 International-English (INTL-EN)
26500-003590 German (DE)
26500-003591 French (FR)
26500-003592 Dutch (NL)
26500-003602 Danish (DA)
26500-003593 Swedish (SV)
26500-003594 Norwegian (NO)
26500-003595 Finnish (FI)
26500-003596 Italian (IT)
26500-003597 Greek (EL)
26500-003598 Spanish (ES)
26500-003599 Portuguese (PT)
26500-003600 Czech (CS)
26500-003601 Polish (PL)
26500-003603 Hungarian (HU)
26500-003604 Russian (RU)
26500-003605 Japanese (JA)
26500-003606 Turkish (TR)
26500-003607 Croatian (HR)
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26500-003609 Slovakian (SK)
26500-003610 Korean (KO)
26500-003648 Hebrew (HE)
26500-003649 Bulgarian (BG)
26500-003650 Romanian (RO)
26500-003651 Estonian (ET)
26500-003652 Latvian (LV)
26500-003653 Lithuanian (LT)
26500-003654 Slovenian (SL)

For version 2.1 please contact customer service.



LUCAS 3 Training Device

The LUCAS 3 Training Device is a non-clinical device intended for training purposes only. It should only be used on manikins.
LUCAS 3 99576-000083

Comprehensive training resources for LUCAS 3 can be downloaded at physio-control.com/lucas.

Physio-Control is now part of Stryker.

For further information please contact your local Stryker or Physio-Control representative or visit our website at www.physio-control.com

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GDR 3330785_B

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: 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)

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND

STRYKER SALES, LLC

FOR THE PURCHASE AND SERVICE OF CHEST COMPRESSION SYSTEMS.

This Agreement ("Agreement") is made and entered effective this 25TH day of JANUARY, 2023 ("the Effective Date"), by and between the City of Sheboygan, Wisconsin, (the "City"), a municipal corporation with offices located at 828 Center Avenue, Sheboygan, Wisconsin, and Stryker Sales, LLC, a Michigan Limited Liability Corporation, with offices located at 11811 WILLOWS RD. NE, REDMOND WA 98052 ("Contractor").

WITNESSETH:

WHEREAS, the City was awarded a Federal Emergency Management Agency ("FEMA") Assistance to Firefighters ("AFG") Grant to fund the purchase of five automatic chest compression devices; and,

WHEREAS, per Grant requirements, a request for sealed bids was issued and two bids were received; and,

WHEREAS, Stryker Sales, LLC is being awarded the contract after approval was granted by FEMA to award the bid for reasons beyond lowest price; and,

WHEREAS, Wisconsin law and the Sheboygan Municipal Code allow the City to award contracts for products and professional services to an entity for reasons beyond lowest price when doing so is most advantageous to the City based on quality, price, and delivery, and when Common Council authorizes such as award.

NOW THEREFORE, the parties hereto agree as follows:

Article 1. Scope of Services.

Contractor shall provide the City with five LUCAS 3.1 Automatic Chest Compression Systems ("Product") as set forth in the attached bid submission marked as Exhibit 1 and incorporated as if fully set forth herein, assistance with set-up and equipment commissioning, and five annual inspection visits following commissioning ("Service").

1.1. **Shipping and Delivery.** Delivery shall be F.O.B. origin, prepaid, and added to the invoice. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. Delivery dates are approximate. Contractor shall not be liable for any loss or damage of any kind due to delays in delivery or from non-delivery resulting from an event of Force Majeure. Any such delay shall not be considered a breach by Contractor and City's Agreement and deliver dates shall be extended for the length of such delay.

1.2. **Inspections.** Within thirty days of receipt of a shipment, City will notify Contractor of any claim for Product damage or nonconformity. Contractor, at its sole option and discretion, may repair or replace a Product to bring it into conformity.

1.3. **Returned Product.** Contractor will accept the return of any Product under the following circumstances:

- The Product is shipped in error;
- The product is shipped after the Product's expiration date;
- The Product is received by City in a damaged, defective, or nonconforming condition;
- Contractor specifically authorizes the return of the Product; or
- The Product is recalled and must be removed from the market.

Contractor will accept the return of any Product for a full credit if City returns the Product to Contractor (a) within thirty business days from the date City received the Product; (b) within thirty business days from the date the City receives notice of a recall, if applicable. City acknowledges that Products have varying shelf lives and that certain restrictions and/or restocking charges may apply to Products returned after the applicable 30-day time period.

City acknowledges that if it desires to return a Product, it must contact Contractor as set forth in this Agreement; must clearly identify a Returned Material Authorization number on the carton of such returned Product; and must return the Product in its original packaging, unopened and undamaged except for Products being returned due to a damaged, defective, or nonconforming condition. City understands that it may not return a non-defective and conforming Product if the security seal on said Product is broken.

1.4. **Authorized Distributor.** City may make purchases under this Agreement through an authorized distributor. Should City elect to do so, it shall identify the distributor in writing to Contractor. Contractor shall extend the terms of this Agreement to the Distributor if it agrees in writing to (a) identify on a purchase order or other written document its purchases for City, (b) to ship such Product(s) only to City, and (c) to otherwise accept the terms of this Agreement.

1.5. **No Resale.** City agrees that it will not resell Products purchased pursuant to this Agreement to third parties or to reship to any persons or places prohibited by the laws of the United States of America.

1.6. **Loaners.** If City's Product(s) must be removed from service to complete repairs, Contractor will provide City with a loaner device, if one is available, until the Product(s) is returned. City assumes complete responsibility for the loaner and shall return same at City expense to Contractor in the same condition as received, upon the earlier of the return of the removed Product or Contractor's request.

1.7. **Product Training and Support.** Contractor shall make appropriate training and education available to City staff regarding the safe and effective use of Contractor's Products as mutually agreed upon by the parties.

1.8. **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).

Article 2. Term and Termination.

This Agreement begins on the Effective Date and will expire no later than 12/31/2028 unless renewed for up to three month-to-month renewal periods. This Agreement will then terminate in its entirety except any provision required by law to extend beyond the termination date. The City may terminate this Agreement, in writing, in accordance with Article 6, Appropriation of Funds.

Upon written notice, either party may terminate this Agreement upon the occurrence of any of the following events:

- A material breach of one or more terms of the Agreement by the other Party, and the failure of the breaching party to cure the breach within thirty calendar days of written notice of the breach;
- The insolvency or bankruptcy of the other party;
- Thirty days' prior written notice to the other party.

In the event of such early termination of Services, City shall be responsible for the portion of the designated price that corresponds to the portion of the Term prior to the effective date of termination, and the cost of any Services rendered during the Term.

Article 3. Standard of Care & Warranties.

Contractor shall conduct Service 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 products delivered as a result of this Agreement shall be warrantied as set forth in Exhibit 2, which is incorporated as if fully set forth herein.

Article 4. City's Representative.

The City designates Jeff Salzman, Assistant Fire Chief, as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project. If the City's Representative observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) will report that to the Contractor. The City's Representative(s) will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 5. Compensation.

The City shall pay Contractor for the Products and Service an amount not to exceed $100,878.60.

Contractor shall submit an invoice to the City to:

City of Sheboygan
Attn: Bernard Rammer
828 Center Ave.
Sheboygan, WI 53081

Payment will be remitted to Contractor within thirty (30) days of invoice receipt. Additional services not set forth in Exhibit 1, or changes in the Services must be approved by the City, in writing, prior to such work being performed, or expenses incurred. The City shall not make payment for unauthorized work or expenses. The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

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

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

Article 6. 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 7. 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 third party liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments which City may suffer solely as a result of (i) a defect in workmanship or design of the Products or (ii) the gross negligence or willful misconduct or violation of applicable law by Contractor, its employees and authorized agents in their performance under this Agreement. This indemnification does not apply to liability and/or damages arising from: (a) the negligence of any person other than an employee or agent of Contractor; (b) the failure of any person other than an employee or agent of Contractor to follow any labeling, manuals and/or instructions for use of the Product; or (c) the use of any product not purchased from Contractor, or Product that has been modified, altered, reprocessed, or repaired by any person other than an employee or agent of Contractor. Further, Contractor will indemnify against any claim that Contractor's Product(s) and/or Services directly infringe a United States Patent.

Article 8. Insurance.

Contractor shall not commence Services under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence Services on its subcontract until the subcontractor has obtained all insurance required under this Article, which shall be as follows:

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 $1,000,000 per occurrence and $3,000,000 in the aggregate.

The proof of insurance referenced above shall be issued by an authorized agent of the insurer(s) and shall state that the Contractor will endeavor 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

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.

During the performance of any and all Services under this Agreement, Contractor shall maintain the above insurance in full force and effect, and shall provide proof of insurance to the City's Representative including the City of Sheboygan as an additional insured with respect to City's vicarious liability which occurs as a result of Contractor's performance under this Agreement.

Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Contractor shall be permitted to maintain a program of self-insurance to comply with the insurance requirements within this Agreement.

Article 9. Intellectual Property.

City acknowledges that it does not acquire any interest in any tooling, drawings, design information, computer programming, software or firmware, patents, intellectual property, or copyrighted or confidential information related to the Product(s) and Services. City expressly agrees not to reverse engineer or decompile Products or related software and information.

Article 10. Notice.

Any notice required by this Agreement shall be made to the other party as follows but either party may change its address by written notice to the other:

City:	**Contractor:**
City of Sheboygan Attn.: City Clerk	USContracts@stryker.com

828 Center Ave.
Sheboygan, WI 53083

Notice shall be given by either party to the other in writing and may be effected by personal delivery, delivery by an overnight courier with tracking capability, or by United States certified mail, return receipt requested, postage prepaid.

Article 11. Governing Law, Venue, and Dispute Resolution.

The parties agree to comply with their respective obligations under federal, state, or other applicable laws. 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. Each party shall be responsible for its own expenses incurred during dispute resolution.

Article 12. Standard Terms and Conditions.

12.1. **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. The parties further understand that state and federal laws may apply, which may require the parties to maintain the security and confidentiality of certain information including, but not limited to, personally identifiable health information.

12.2. **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.

12.3. **Non-Collusion.** Contractor certifies under penalty of perjury that to the best of its knowledge and belief:

a. 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.

b. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.

c. 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.

12.4. **Party Relationship.** 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.

12.5. **Assignment.** This Agreement and the rights, duties, and responsibilities of the parties shall not be assigned to a third party without the prior express, written consent of the other, except that Contractor may assign this Agreement without such consent, to any person, firm, or corporation succeeding to its business and also to any parent, subsidiary, or affiliated company of Contractor.

12.6. **Severability**. If any one or more of the provisions of this Agreement shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

12.7. **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, supply chain shortages resulting from worldwide epidemics, 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.

12.8. **Non-Waiver.** The failure by one party to act or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default.

12.9. **Authority.** The parties represent that they have the authority to enter into this Agreement. The parties further represent that the terms of this Agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.

12.10. **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 requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

12.11. **Construction of Agreement.** Each party represents that it has had an opportunity to negotiate and cooperate in the drafting and preparation of this Agreement and no principles of construction shall be applied against either party on the basis that such party drafted this Agreement.

12.12. **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 13. Entire Agreement.

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

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. All Other Submittals by Contractor
4. City's Request for Sealed Bids #2021-22
5. Contractor's Bid Submittal
6. Federal Terms and Conditions Addendum

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract. In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

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

CITY OF SHEBOYGAN, WISCONSIN	STRYKER SALES, LLC
BY: _____	BY: Jennifer N. Collins

Ryan Sorenson, Mayor

ATTEST: _____

Meredith DeBruin, City Clerk

DATE: 1/26/2023

ATTEST: Jennifer N. Collins

DATE: 1/24/23

III

Res. No. 122 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.
January 16, 2023.

A RESOLUTION authorizing the emergency repair and reconstruction of storm sewer and road for the intersection of N. 14th Street and Erie Avenue, resulting from a broken storm sewer pipe that caused major erosion and authorizing an adjustment to the 2023 budget to fund the repair.

WHEREAS, on January 5, 2023, staff visually observed pavement failing at the intersection of N. 14th Street and Erie Avenue; and

WHEREAS, this condition necessitated immediate, partial closure of the intersection in all four directions; and

WHEREAS, during their investigation, staff learned that a 36" storm sewer pipe beneath the intersection was broken and that due to the heavy flow of water through the pipe, soil was getting drawn into the pipe leaving behind a large and growing void beneath the pavement; and

WHEREAS, the Director of Public Works has determined that this condition constitutes an emergency endangering public health and welfare and that failure to immediately repair the condition could lead to additional damage and loss; and

WHEREAS, while the necessary work constitutes "public construction" as used in Wis. Stat. § 62.15(1), which would ordinarily require taking and receiving bids, Wis. Stat. § 62.15(1b) authorizes a municipality to forgo public bidding when damage to public facilities creates an emergency in which the public health or welfare of the city is endangered.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council finds that the extensive nature of the eroded conditions at the intersection of N. 14th Street and Erie Avenue creates an emergency endangering public health and the welfare of the City.

BE IT FURTHER RESOLVED: That the Director of Public Works is hereby authorized to enter into contract with Buteyn-Peterson Construction Co., Inc. for the repair and reconstruction of storm sewer and intersection pavement.

Suspend Rules
Adopt Res

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized to draw funds not to exceed $215,000.00 from Account No. 631344-641500 (Stormwater Utility Expense - Storm Sewer Infrastructure) in payment of this contract.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is authorized to transfer funds in the amount of $215,000 in payment of same via the following budget amendment:

INCREASE - Stormwater Fund - Storm Sewer Infrastructure (Account No. 631344-641500)

INCREASE - Stormwater Fund - Interfund Transfers In (Account No. 631-492000)

DECREASE - General Fund - City Administration - Contingency (Account No. 101141-810101)

INCREASE - General Fund - Finance - Interfund Transfers Out (Account No. 101150-811100)

_____

_____

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

BUTEYN-PETERSON CONSTRUCTION CO., INC. SHEBOYGAN, WI

BUDGET

Date:	1/5/2023	BPC Authorized Signature:	Aaron Katsma
Proposal Submitted to:	C/O Sheboygan	Date of Acceptance:	
Contact Name:	Ryan Sazama		
Contact Phone:		Acceptance of Proposal:	
Project Name:	14th ST Storm Repair		

*Acceptance of Proposal includes acceptance of proposed workscope and terms and conditions, this proposal may be withdrawn if not accepted in 20 days
*BPC will bill on Time and Material Basis
*Contaminated Price would need to be verified after testing is complete

14th and Erie EMERGENCY Storm Sewer Repair Budget

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED
	Mob, Sawcut, Bypass Pump		1 LS	$ 20,000.00	$ 20,000.00
	Traffic Control		1 LS	$ 8,000.00	$ 8,000.00
	Install Pipe and 2 Manholes, connect pipes		1 LS	$ 115,000.00	$ 115,000.00
	Concrete Pavement 9"		1 LS	$ 15,000.00	$ 15,000.00
	Haul Off Contaminated Soil		600 TON	$ 95.00	$ 57,000.00

Total Budget= $ 215,000.00

Items not included:

Obtain Permits, Testing, As-built Drawings, Surveying
Verify, Expose, Removal, coordination, or relocation of conflicting existing utilities
Removal and replacement of unsuitable site soils
Utitly Relocation

Please Call us if you have any questions,

Sincerely,

Aaron Katsma

Buteyn-Peterson Construction
Aaron Katsma

III

Res. No. 126- 22 - 23. By Alderpersons Felde and Filicky-Penesky.
January 16, 2023.

A RESOLUTION authorizing the Finance Director/Treasurer to compensate Sara Kleinhans interim pay for her service to the City as payroll administrator from October 29, 2022 to December, 24, 2022.

WHEREAS, the payroll administrator position, a "step 12" position, became vacant on October 28, 2022; and

WHEREAS, the payroll administrator position was filled on December 25, 2022; and

WHEREAS, from October 29, 2022 to December 24, 2022, Sara Kleinhans, a "step 11" employee assumed full payroll administrator responsibilities, in the interim, in addition to her normally assigned duties; and

WHEREAS, Sheboygan Municipal Code ("SMC") § 82-57(a) allows an affected department head and Director of Human Resources and Labor Relations to recommend to the City Administrator that an appropriate subordinate, non-represented employee fill a vacant position temporarily and that if the subordinate employee is in a lower salary grade while serving on an acting basis, the employee "shall receive additional compensation for the additional work assigned;" and

WHEREAS, SMC § 82-57(a) provides further that the acting employee shall be compensated with "an increase of ten percent" when acting in full capacity or at a "reduced amount" "for limited acting duties or when partial duties are assigned" and that such compensation shall be issued "after a replacement starts in the form of a lump-sum for all acting time;" and

WHEREAS, the Finance Director has calculated Ms. Kleinhans' acting pay would total $870.72 as 10% of $8,707.20; and

WHEREAS, if the compensation is paid by the end of January, the City will not incur a late reporting penalty from Wisconsin Retirement System ("WRS"); and

WHEREAS, suspension of the rules and immediate adoption is desired to save the City from needing to pay a late reporting penalty to WRS and to save the staff time necessary to process the late expense report; and

WHEREAS, because throughout the acting period, the positions of City Administrator and Human Resources Director were vacant, staff believes that Common Council approval is appropriate for this request.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby

Suspend Rules
Adopt Res.

authorized to compensate Sara Kleinhans for her service to the City as interim payroll administrator from October 29, 2022 to December 24, 2022.

BE IT FURTHER RESOLVED: That the Common Council thanks Ms. Kleinhans for her service to the City.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to withdraw funds sufficient to effectuate this resolution from Account No. 101150-510110 (General Fund - Finance - Full-Time Salaries).

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 123 - 22 - 23. By Alderpersons Dekker and Rust. January 16, 2023.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of a towable brush chipper for the Department of Public Works - Motor Vehicle Division.

WHEREAS, the Department of Public Works has included funding in their 2023 Capital Improvements Budget for the purchase of a diesel-powered brush chipper; and

WHEREAS, after reviewing various brands and models currently available, staff has determined that the Bandit™ Chipper includes all of the features and functions required by the Department; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the Bandit dealer for Wisconsin, Brooks Tractor Inc. of Sun Prairie, WI ("Brooks"), has indicated that they have the desired chipper on order and expect it will be available for delivery in February 2023; and

WHEREAS, Brooks is willing to sell this equipment to the City utilizing National Contract pricing provided by Sourcewell, a Cooperative Purchasing consortium of which the City is a member. Members of Sourcewell are able to take advantage of competitively bid, pre-negotiated prices; and

WHEREAS, having reviewed the Sourcewell Contract # 050119-BAN, City staff believes, and the Council agrees that this is the best procurement method for this purchase as it saves the City approximately 12% from MSRP; and

WHEREAS, if approved, the staff expects to take delivery of the new chipper in the second quarter of 2023, at which time the current brush chipper will be evaluated for future viability and whether it should be retained as a backup unit or sold at auction.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Brooks Tractor Inc. of Sun Prairie, WI for the purchase of a new, Bandit Brush Chipper for the Department of Public Works at a cost of $68,000.00.

PW

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of $68,000.00 from the Motor Vehicle Fund - Light Equipment (Account No. 730399-651200) for the purchase of the equipment.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 158 - 22 - 23. By PUBLIC WORKS COMMITTEE. January 16, 2023.

Your Committee to whom was referred Res. No. 117-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner, Inc. for the construction of the Broadway Reconstruction project; recommends amending the Resolution to draw funds from two separate accounts.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Subs. of Res. No. 117- 22 - 23. By Alderpersons Dekker and Rust.
January 16, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Dorner, Inc. for the construction of the Broadway Reconstruction project.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Broadway Reconstruction (the "Project"); and

WHEREAS, six bids were received in response to that advertisement; and

WHEREAS, the low bid was from Dorner, Inc. for $3,539,917.77; and

WHEREAS, the City Engineer has reviewed the bid and determined that the low bid met all of the specifications; and

WHEREAS, pursuant to Res. No. 486—93—94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Dorner, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw ·funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:

Account No. 400300-641200 (Capital Projects - Public Works - Street Improvements)	$2,539,917.77
Account No. 202000-641200 (Federal Grants Fund - Street Improvements)	$1,000,000.00

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

12

Res. No. 117 - 22 - 23. By Alderpersons Dekker and Rust. January 4, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Dorner, Inc. for the construction of the Broadway Reconstruction project.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Broadway Reconstruction (the "Project"); and

WHEREAS, six bids were received in response to that advertisement; and

WHEREAS, the low bid was from Dorner, Inc. for $3,539,917.77; and

WHEREAS, the City Engineer has reviewed the bid and determined that the low bid met all of the specifications; and

WHEREAS, pursuant to Res. No. 486–93–94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Dorner, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following account upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:

Account No. 400300-641200 (Capital Projects - Public Works - Street Improvements) $3,539,917.77

PW

Dean Dekker

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 OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Dorner, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Broadway Reconstruction, S. 14th Street to S. 7th Street***

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before October 15, 2023 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: If selected, all work included in Alternate 1 and Alternate 2: August 25, 2022

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties 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):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Federal Labor Provisions (HUD 4010), Wage Determinations, Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference)
6. Addenda (not attached but incorporated by reference)
   a. Number 1 dated 12/6/2022
   b. Number 2 dated 12/7/2022
7. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid consisting of 3 pages
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed,
   b. Work Change Directives,
   c. Change Orders,
   d. Field Order,
   e. Task Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
City of Sheboygan

By: _____
(signature)
Name,
Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By: _____
(signature)
Name,
Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ___-22-23.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
(signature)
Name, Charles C. Adams, City Attorney
Title:

Date: _____

CONTRACTOR:
{Contractor}_____

By: _____
(signature)
Name,
Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

_____

BROADWAY RECONSTRUCTION
S. 14TH ST – S. 7TH ST

SECTION	TITLE	Pages
00 00 00	**PROCUREMENT AND CONTRACTING REQUIREMENTS**	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	2
00 43 43	Federal Requirements	40
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit – Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 73 23	Alternates	1
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
31 00 00	**EARTHWORK**	
31 25 00	Erosion Control and Site Maintenance	3

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2475-22	Page:	2 of 2

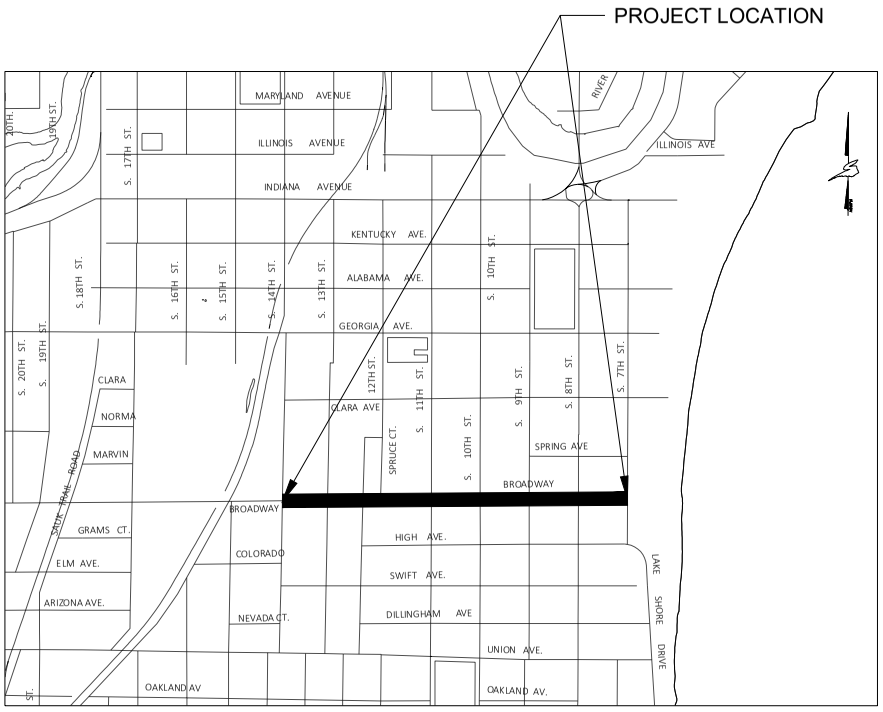
SECTION	TITLE	Pages
32 00 00	**EXTERIOR IMPROVEMENTS**	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
33 00 00	**UTILITIES**	
33 01 32	Sewer Televising	5
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catch Basins and Inlets	8
99 00 00	**APPENDIX**	
99 00 01	Appendix Table of Contents	1
99 00 01.1	Appendix 1 – Soil Boring Logs	4

BID NUMBER: 2475-22

CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS

BROADWAY RECONSTRUCTION
S. 14TH ST - S. 7TH ST

NOVEMBER 2022



NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 PO	PROJECT OVERVIEW
4	030 SC	SURVEY CONTROL
5-6	040 CD 1-2	TYPICAL SECTIONS
7-17	040 CD 3-13	CONSTRUCTION DETAILS
18-23	050 RD 1-6	REMOVAL DETAILS
24	110 EC 1	EROSION CONTROL - NOTES
25-30	110 EC 2-7	EROSION CONTROL DETAILS
31-38	205 PP 1-8	SANITARY SEWER DETAILS
39-49	206 PP 1-11	STORM SEWER DETAILS
50-52	305 SM 1-3	SIGNING AND MARKING DETAILS
53-55	310 TC 1-3	TRAFFIC CONTROL
56-61	400 PP 1-6	PLAN AND PROFILE
62-72	600 PP 1-11	INTERSECTION PAVING DETAILS
73-78	700 MQ 1-6	MISCELLANEOUS QUANTITIES
79	900 EW	EARTHWORK SUMMARY
80-122	901 XS 1-43	CROSS SECTIONS

Revision Number	Revision Description	Drawn By	Date

BROADWAY RECONSTRUCTION
S. 14TH ST - S. 7TH ST

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	11/1/2022
Bid No.	2475-22
Project Date	NOVEMBER 2022
Sheet No.	1
Drawing No.	

PLOTTED BY - Moyer, Tim

FILE NAME = P:\ENGINEERING\STREETS\BROADWAY\2022 - 14TH - 7TH\PRODUCTION\PLAN SHEETS\000CV.DWG
LAYOUT NAME - 000CV

2475-22 Broadway Reconstruction (#8337588)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
12/08/2022 10:00 AM CST

						Dorner Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	Base Bid	Mobilization	LS	1	$45,000.00	$45,000.00
	2	Base Bid	Traffic Control	LS	1	$21,115.00	$21,115.00
	3	Base Bid	Traffic Control - Detour Signing	LS	1	$5,850.00	$5,850.00
	4	Base Bid	Traffic Control - PCMS	Days	49	$53.00	$2,597.00
	5	Base Bid	Construction Staking	LS	1	$21,800.00	$21,800.00
	6	Base Bid	Clearing and Grubbing	Sta	15	$1,770.00	$26,550.00
	7	Base Bid	Excavation Common	CY	8300	$11.00	$91,300.00
	8	Base Bid	Excavation Below Subgrade	CY	100	$40.00	$4,000.00
	9	Base Bid	Removing Concrete Sidewalk	SY	1500	$8.30	$12,450.00
	10	Base Bid	Removing Pavement	SY	16800	$4.70	$78,960.00
	11	Base Bid	Removing Storm Manholes	Each	11	$505.00	$5,555.00
	12	Base Bid	Removing Sanitary Manholes	Each	17	$670.00	$11,390.00
	13	Base Bid	Removing Inlets	Each	30	$360.00	$10,800.00
	14	Base Bid	Removing Catch Basins	Each	6	$360.00	$2,160.00
	15	Base Bid	Removing Storm Sewer 30-Inch	LF	47	$25.00	$1,175.00
	16	Base Bid	Removing Storm Sewer 36-Inch	LF	50	$27.00	$1,350.00
	17	Base Bid	Abandoning Storm Sewer 8-Inch	LF	532	$3.00	$1,596.00
	18	Base Bid	Abandoning Storm Sewer 10-Inch	LF	190	$4.00	$760.00
	19	Base Bid	Abandoning Storm Sewer 12-Inch	LF	214	$5.00	$1,070.00
	20	Base Bid	Abandoning Storm Sewer 15-Inch	LF	63	$10.00	$630.00
	21	Base Bid	Abandoning Storm Sewer 30-Inch	LF	422	$30.00	$12,660.00
	22	Base Bid	Abandon 6-Inch Sanitary Lateral	Each	2	$500.00	$1,000.00
	23	Base Bid	Abandoning Sanitary Sewer 10-Inch	LF	42	$10.00	$420.00
	24	Base Bid	Abandoning Sanitary Sewer 42-Inch	LF	63	$58.00	$3,654.00
	25	Base Bid	Inlets Type N1	Each	47	$1,900.00	$89,300.00
	26	Base Bid	Inlet Castings	Each	47	$780.00	$36,660.00
	27	Base Bid	Storm Manhole, 4-ft Diameter	Each	10	$3,275.00	$32,750.00
	28	Base Bid	Storm Manhole, 5-ft Diameter	Each	1	$4,255.00	$4,255.00
	29	Base Bid	Storm Manhole 8-ft Diameter	Each	2	$11,570.00	$23,140.00
	30	Base Bid	Storm Manhole 5' x 8' Rectangular	Each	1	$16,650.00	$16,650.00
	31	Base Bid	Storm Manhole Risers Above Box Culvert	VF	6.64	$3,173.00	$21,068.72
	32	Base Bid	Temp. Storm Connection at 7th St	Each	1	$5,000.00	$5,000.00
	33	Base Bid	Storm Manhole Casting	Each	19	$620.00	$11,780.00
	34	Base Bid	Sanitary Manhole 4-ft Diameter	Each	14	$5,335.00	$74,690.00

35	Base Bid	Sanitary Manhole Outside Drop 4-ft Diameter	Each	2	$8,865.00	$17,730.00
36	Base Bid	Sanitary Manhole Castings	Each	17	$545.00	$9,265.00
37	Base Bid	Sanitary manhole External Joint Seal	Each	3	$350.00	$1,050.00
38	Base Bid	HMA Pavement 4 LT 58-28 S	Tons	1725	$94.80	$163,530.00
39	Base Bid	HMA Pavement 3 LT 58-28 S	Tons	2225	$102.80	$228,730.00
40	Base Bid	Tack Coat (0.06 gal per sy)	Gal	900	$4.10	$3,690.00
41	Base Bid	Asphaltic Surface	Tons	175	$133.90	$23,432.50
42	Base Bid	Concrete Sidewalk 4-Inch	SF	13000	$7.40	$96,200.00
43	Base Bid	Detectable Warning Fields	Sf	624	$37.00	$23,088.00
44	Base Bid	Concrete Driveway 6-Inch	SY	800	$62.00	$49,600.00
45	Base Bid	Base Aggregate Dense 3/4-Inch	SY	450	$8.70	$3,915.00
46	Base Bid	Base Aggregate Dense 1 1/4-Inch	Tons	8725	$16.30	$142,217.50
47	Base Bid	Concrete Pavement 7-Inch	SY	115	$79.20	$9,108.00
48	Base Bid	Concrete Alley, 7-inch	SY	50	$68.60	$3,430.00
49	Base Bid	Concrete Curb and Gutter 30-Inch	LF	5965	$16.70	$99,615.50
50	Base Bid	Pedestrian Curb	LF	170	$42.20	$7,174.00
51	Base Bid	8-Inch PVC Storm Sewer	LF	25	$57.00	$1,425.00
52	Base Bid	12-Inch PVC Storm Sewer	LF	1070	$79.00	$84,530.00
53	Base Bid	15-inch PVC Storm Sewer	LF	93	$110.00	$10,230.00
54	Base Bid	21-Inch PVC Storm Sewer	LF	320	$180.00	$57,600.00
55	Base Bid	27-Inch RCP Storm Sewer	LF	1970	$138.00	$271,860.00
56	Base Bid	30-Inch RCP Storm Sewer	LF	60	$218.00	$13,080.00
57	Base Bid	4' x 6' Box Culvert	LF	423	$837.00	$354,051.00
58	Base Bid	10-Inch PVC Sanitary Sewer	LF	56	$296.00	$16,576.00
59	Base Bid	12-Inch PVC Sanitary Sewer	LF	40	$378.00	$15,120.00
60	Base Bid	15-Inch PVC Sanitary Sewer	LF	10	$414.00	$4,140.00
61	Base Bid	18-Inch PVC Sanitary Sewer	LF	2680	$227.00	$608,360.00
62	Base Bid	24-Inch PVC Sanitary Sewer	LF	433	$283.00	$122,539.00
63	Base Bid	Relay Sanitary Lateral, 6-Inch	LF	2475	$123.00	$304,425.00
64	Base Bid	Adjust Curb Stops	Each	85	$125.00	$10,625.00
65	Base Bid	Pavement Marking Crosswalk 6-Inch	LF	3050	$5.20	$15,860.00
66	Base Bid	Pavement Marking Stop Bar 12-Inch	LF	86	$9.80	$842.80
67	Base Bid	Pavement Marking 4-Inch Double Yellow CL	LF	1350	$2.60	$3,510.00
68	Base Bid	Pavement Marking 4-Inch Centerline Skips	LF	495	$2.60	$1,287.00
69	Base Bid	Signs	SF	132.95	$35.00	$4,653.25
70	Base Bid	Sign Posts Tubular Steel 8-FT	Each	34	$200.00	$6,800.00
71	Base Bid	Removing Signs and Supports	Each	32	$50.00	$1,600.00
72	Base Bid	Remove and Re-Install Sign	Each	13	$80.00	$1,040.00
73	Base Bid	Inlet Protection	Each	95	$75.00	$7,125.00
74	Base Bid	Rock Bags	Each	70	$18.00	$1,260.00
75	Base Bid	Topsoil	SY	5200	$7.20	$37,440.00
76	Base Bid	Hydro-Seed	SY	5022	$1.25	$6,277.50

77	Base Bid	Sawing Concrete	LF	2700	$2.50	$6,750.00
78	Base Bid	Allowance - Video Conversion	LS	1	$10,000.00	$10,000.00
Base Bid						**$3,539,917.77**

IX

R. C. No. 159 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
January 16, 2023.

Your Committee to whom was referred DIRECT REFERRAL Gen. Ord. No. 16-22-23 by Alderpersons Mitchell and Filicky-Peneski amending Section 82-33 of the Sheboygan Municipal Code so as to modify the City Table of Organization; recommends adopting the Ordinance.

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Gen. Ord. No. 11ϕ - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski. January 9, 2023.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the City Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications" is hereby amended so that Section D of section 82-33 of the supplement to the Code on file in the city clerk's office is amended as follows:

D. POLICE DEPARTMENT

	Class Title	Class Grade	No. of Employees
DELETE:			
2.	Criminal Investigation Division		
	Captain of Criminal Investigation	Unclassified	1.0
3.	Patrol Division		
	Captain of Patrol	Unclassified	1.0
4.	Administration Division		
	Captain of Criminal Investigation	Unclassified	1.0
ADD:			
1.	Police Department		
	Assistant Chief of Police	20	1.0
2.	Criminal Investigation Division		
	Captain of Criminal Investigation	19	1.0
3.	Patrol Division		
	Captain of Patrol	19	1.0

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached revised job descriptions shall be in effect from and after its passage and publication; except that the change related to the Captain of Criminal Investigation shall be effective upon the retirement of the incumbent holding that position.

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Gen. Ord. No. 17 - 22 - 23. By Alderperson Filicky-Peneski. January 16, 2023.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification for property located off of N. 15th Street and Martin Avenue - Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930 from Class Neighborhood Preservation to Multi-Family Residential.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Class Neighborhood Preservation to Multi-Family Residential Classification:

Property located off of N. 15th Street and Martin Avenue - Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930:

Section 15, Township 15 North, Range 23 East. Edwin Schaetzers Subd Lots 6-7-8-9-10-11 & 12 Blk 3 and Lutz Division Lot 9 Blk 1 and Lutz Division N 20' of Lot 10 Blk 1

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

City Plan

_____

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

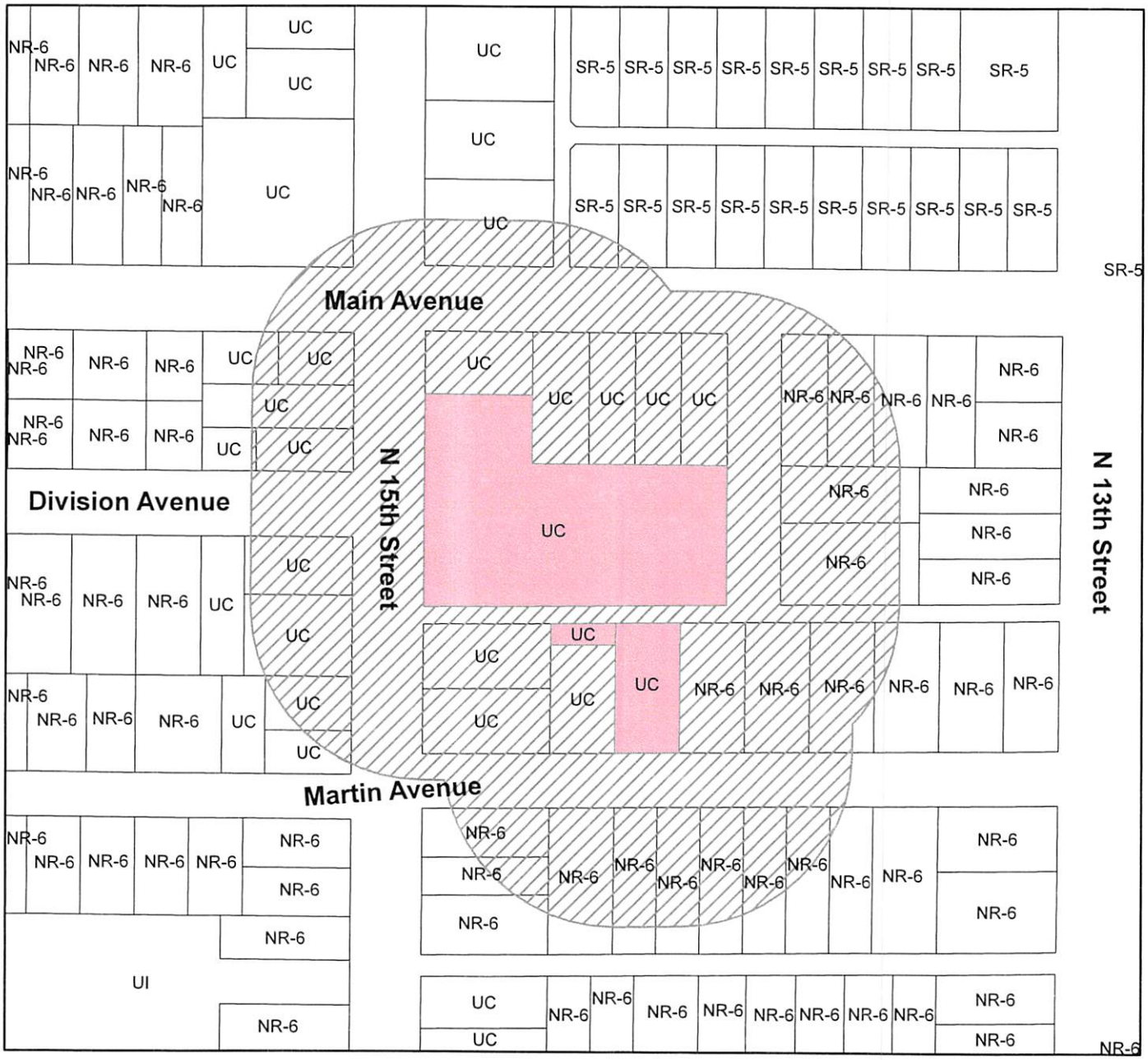
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD PRESERVATION TO MULTI-FAMILY RESIDENTIAL

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

EDWIN SCHAETZERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3
AND
LUTZ DIVISION LOT 9 BLK 1
AND
LUTZ DIVISION N 20' OF LOT 10 BLK 1



0 40 80 160 240 320 Feet

N W S

Gen. Ord. No. 18 - 22 - 23. By Alderperson Filicky-Peneski. January 16, 2023.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of N. 15th Street and Martin Avenue - Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930 from Class Urban Commercial (UC) to Urban Residential (UR-12) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Commercial (UC) to Urban Residential (UR-12) Classification:

Property located off of N. 15th Street and Martin Avenue - Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930:

Section 15, Township 15 North, Range 23 East. Edwin Schaetzers Subd Lots 6-7-8-9-10-11 & 12 Blk 3 and Lutz Division Lot 9 Blk 1 and Lutz Division N 20' of Lot 10 Blk 1

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

CityPlan

_____

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

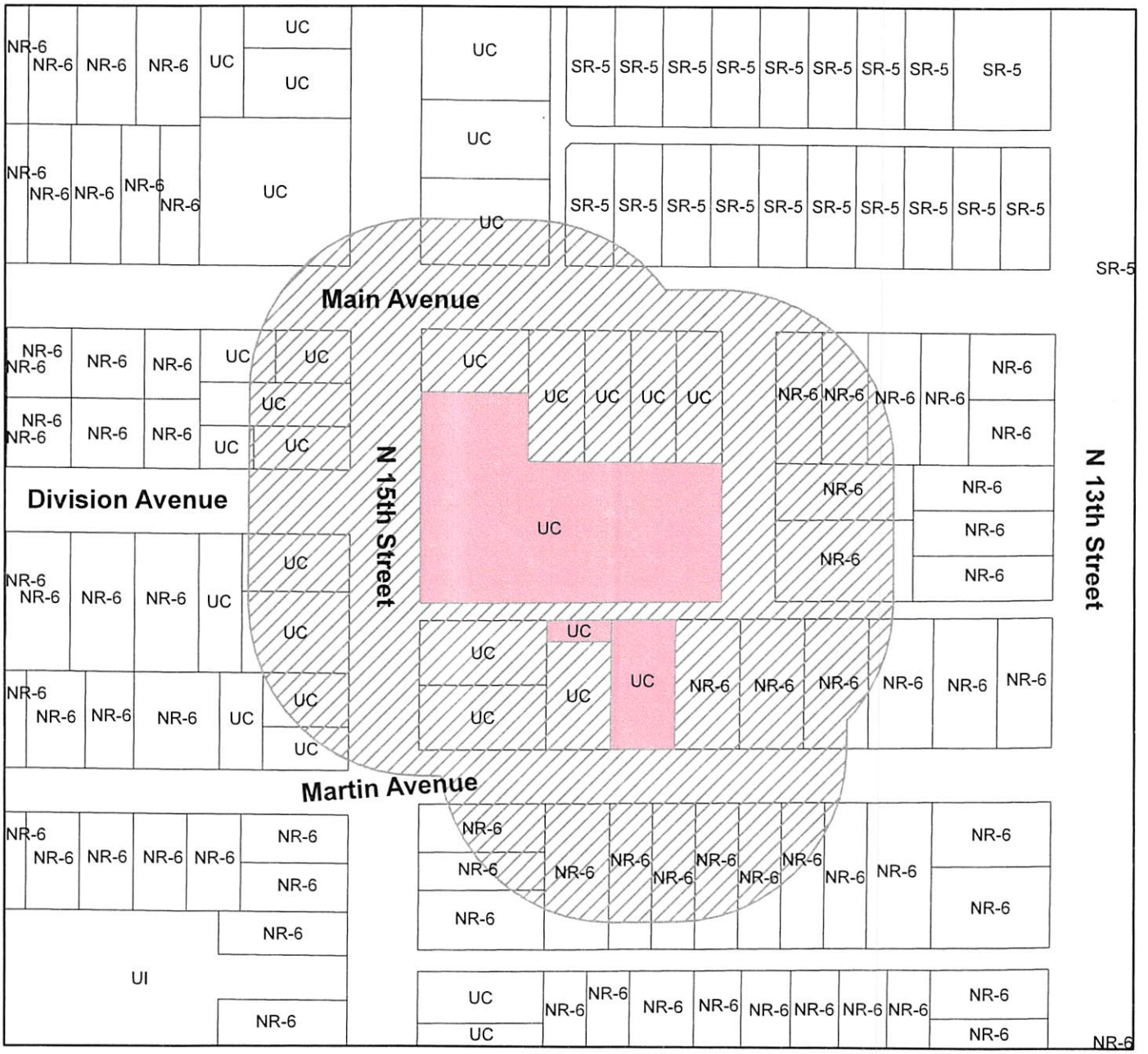
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED REZONE
FROM URBAN COMMERCIAL (UC)
TO URBAN RESIDENTIAL (UR-12)

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

EDWIN SCHAETZERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3
AND
LUTZ DIVISION LOT 9 BLK 1
AND
LUTZ DIVISION N 20' OF LOT 10 BLK 1



0 40 80 160 240 320 Feet

N W S

III

Res. No. 127 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
January 16, 2023.

A RESOLUTION approving and adopting the Amendment to the City of Sheboygan 457(b) Deferred Compensation Plan for the CARES Act.

WHEREAS, the City of Sheboygan has previously provided for provision of a Deferred Compensation Plan for its employees pursuant to Section 457(b) of the Internal Revenue Code; and

WHEREAS, there is a need to amend said Plan in light of changes to such plans contained in the Federal CARES Act.

NOW, THEREFORE, BE IT RESOLVED: That the attached Amendment to the City of Sheboygan 457(b) Deferred Compensation Plan is hereby approved and adopted.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to execute and deliver the Amendment to the Plan Administrator and to take any and all actions as it may deem necessary to effectuate this resolution.

F&P

_____

_____

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

AMENDMENT FOR CARES ACT

ARTICLE 1
PREAMBLE; DEFINITIONS

1.1 **Adoption of Amendment**. The Employer adopts this Amendment to implement provisions of the Act which affect the Plan. All references to the Plan include the Plan's loan program, policy, or procedure to the extent applicable.

1.2 **Superseding of inconsistent provisions**. This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

1.3 **Construction.** Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.

1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).

1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:

A. The "**Act**" is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.

B. A "**Qualified Individual**" means any individual who meets one or more of the criteria described in paragraphs (1), (2), (3), or (4). Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary. In applying the criteria, "COVID-19" means either the virus SARS–CoV–2 or coronavirus disease 2019; "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and a "member of the individual's household" means someone who shares the individual's principal residence. The criteria are as follows:

(1) The individual was diagnosed with COVID-19 by an approved test;

(2) The individual's spouse or dependent (as defined in Code §152) was diagnosed with COVID-19 by an approved test;

(3) The individual has experienced adverse financial consequences because: (a) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (b) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19; (c) A business owned or operated by the individual, the individual's spouse, or a member of the individual's household closed or reduced hours due to COVID-19; or (d) the individual, the individual's spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or

(4) The individual satisfies any other criteria determined by the Treasury or the IRS.

ARTICLE 2

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IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

2.1 **Reserved.**

2.2 **Employer identifying information.**

A. Name of Employer: City of Sheboygan, WI

B. Name of Plan: City of Sheboygan 457(b) Deferred Compensation Plan

C. Type of Plan (check one)
(1) [ ] 401(k) Plan
(2) [ ] Profit-Sharing Plan (other than a 401(k) plan)
(3) [ ] Money Purchase Pension Plan
(4) [ ] Defined Benefit Plan (including a cash balance plan)
(5) [ ] 403(b) Plan
(6) [✓] 457(b) Plan sponsored by a governmental employer

2.3 **Relief for Qualified Individuals.** Will the Plan provide any or all of the following relief for Qualified Individuals: (1) Coronavirus-Related Distributions described in Article 3, (2) increased loan limits described in Section 4.2, (3) the loan repayment extension described in Section 4.3. *(Select one of (a), (b), or (c). If (c) is selected, then select one or more of (d), (e), and/or (f))*

(a) [ ] **No.** The Plan will not provide any of these relief provisions.

(b) [ ] **Yes.** The Plan will provide all of these relief provisions. The limitations on distributions described in Sections 2.3(d)(1) – (4) and the limitations on loans in Section 2.3(e)(1) – (3) and 2.3(f)(1)—(3) do not apply.

(c) [✓] **Some.** The Plan will provide those relief provisions selected in (d), (e), or (f) below.

(d) [✓] **The Coronavirus-Related Distribution provisions described in Article 3** *(If (d) is selected, the Employer may optionally select one or more of (1), (2), (3), (4), or (5).)*

(1) [ ] Coronavirus-Related Distributions are not available from an account in which the Participant is not 100% vested.

(2) [ ] Coronavirus-Related Distributions may be made only from the following accounts: _____.

(3) [ ] The maximum amount of Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed: $_____. *(Enter amount less than $100,000.)*

(4) [ ] The following additional provisions apply to Coronavirus-Related Distributions: _____.
(Enter limitations or restrictions which are nondiscriminatory and not subject to Employer discretion.)

(e) [ ] **The increased loan limit described in Section 4.2** *(If (e) is selected, the Employer may optionally select any one or more of (1), (2), or (3).)*

(1) [ ] The maximum dollar amount of loans pursuant to Section 4.2 will not exceed: $_____. *(Enter amount less than $100,000.)*

(2) [ ] The maximum percentage of the present value of the nonforfeitable accrued benefit that may be loaned pursuant to Section 4.2 will not exceed: _____%. *(Enter percentage less than 100%.)*

(3) [ ] The following additional provisions apply to the increased loan limit: _____.
(Enter limitations or restrictions which are nondiscriminatory.)

(f) [ ] **The loan repayment extension described in Section 4.3** *(If (f) is selected, the Employer may optionally select and one or more of (1), (2), or (3).)*

(1) [ ] The Suspension Period will begin _____ *(Enter date not before March 27, 2020)* and end _____. *(Enter date not later than December 31, 2020.)*

(2) [ ] The Extension Period will be _____ . *(Enter period, up to one year, the due date of the loan will be extended, such as "six months.")*

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(3) [ ] The following additional provisions apply to the loan repayment extension:

_____.

(Enter limitations or restrictions which are nondiscriminatory.)

2.4 **RMD waivers for 2020.** Unless the Employer elects otherwise below, the provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will receive the distribution unless the Participant or Beneficiary chooses not to receive the distribution.

(a) [✓] The provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will not receive the distribution unless the Participant or Beneficiary chooses to receive the distribution.

(b) [ ] Payment of RMDs or Extended 2020 RMDs will be governed by the terms of the Plan without regard to this Amendment (i.e., no election is available to Participants or Beneficiaries).

(c) [ ] Other:_____

For purposes of Section 5.3, the Plan will also treat the following as eligible rollover distributions in 2020: *(Choose one or none of (d), (e), or (f)): If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I))*:

(d) [ ] 2020 RMDs.

(e) [ ] 2020 RMDs and Extended 2020 RMDs.

(f) [✓] 2020 RMDs but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(I).

The provisions of Article 5, and the election in this Section 2.4, will be effective on the date specified in Section 2.5. unless a different date is entered here: _____ *(Optional. Enter a date between March 27, 2020 and December 31, 2020. RMD distributions before the selected effective date should have followed plan terms in effect before this amendment.)*

2.5 **Effective Date.** This Amendment is effective March 27, 2020, or as soon as practical thereafter, or, if later, the following date: _____. *(Optional. Enter a date not later than December 31, 2020.)*

ARTICLE 3
CORONAVIRUS-RELATED DISTRIBUTIONS

3.1 **Application.** This Article 3 will apply if Section 2.3(b) or Section 2.3(d) is selected.

3.2 **Coronavirus-Related Distribution(s).** Subject to the provisions described in Section 2.3(d)(4), if any, a Qualified Individual may take one or more Coronavirus-Related Distributions. The accounts from which the amount may be distributed shall be limited if selected in Sections 2.3(d)(1) and (2). However, if the Plan is a Money Purchase Pension Plan or a Defined Benefit Plan, and the Qualified Individual has not separated from service, the Qualified Individual may not take a Coronavirus-Related Distribution prior to attaining the earlier of Normal Retirement Age or age 59½. The provisions of this Section will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.

3.3 **Repayment of distribution.** If the Plan permits rollover contributions, then a Participant who receives a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.

3.4 **Definition of Coronavirus-Related Distribution.** A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m), or (o), shall not exceed $100,000, (or such lesser amount specified in Section 2.3(d)(3)). The

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Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual's vested account balance or the present value of the individual's vested accrued benefit.

ARTICLE 4
PARTICIPANT LOAN RELIEF

4.1 **Application.** This Article 4 will apply only if the Plan permits participant loans. Section 4.2 will apply if Section 2.3(b) or Section 2.3(e) is selected. Section 4.3 will apply if Section 2.3(b) or Section 2.3(f) is selected.

4.2 **Increased loan limit**. Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "$100,000" (or such lesser amount specified in Section 2.3(e)(1)) for "$50,000," and by substituting "100% (or such lesser percentage specified in Section 2.3(e)(2)) of the present value of the nonforfeitable accrued benefit of the employee under the Plan" for "one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan" (or its equivalent). The provisions described in Section 2.3(e)(3), if any, will apply in connection with loans to Qualified Individuals.

4.3 **Extension of certain repayments**. If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the Suspension Period, the due date is extended for the Extension Period; (2) the due date of the loan will be extended by the Extension Period; (3) the Plan will adjust any subsequent repayments to reflect the extension of the due date and any interest accrued during the Suspension Period; and (4) the Plan will disregard the Extension Period in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The provisions described in Section 2.3(f)(3), if any, will apply in connection with the suspension and extension described in this Section. The Suspension Period, unless otherwise specified in Section 2.3(f)(1), will begin March 27, 2020 and end December 31, 2020. The Extension Period, unless otherwise specified in Section 2.3(f)(2) will be one year. The provisions of this Section 4.3 will be applied in accordance with Section 5.B. of Notice 2050-50, or any subsequent applicable guidance, and the adjustment described in (3) may reflect the "safe harbor" described therein.

ARTICLE 5
WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs)

5.1 **Application.** This Article 5 will apply only to defined contribution plans, including 401(k) Plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers. The definitions in Section 5.4 will apply in interpreting Section 2.4.

5.2 **Waiver; default provision.** This Section 5.2 will apply unless the Employer has selected Section 2.4(b) or (c). Notwithstanding the provisions of the Plan relating to RMDs, whether a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs will receive those distributions is determined in accordance with the option chosen by the Employer in Section 2.4. Notwithstanding the option chosen by the employer in Section 2.4, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. If the Plan permits a Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule, the deadline to make the election shall be extended to reflect the adoption of Code §401(a)(9)(I).

5.3 **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer in Section 2.4, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.4, then a direct rollover will be

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offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I).

5.4 **Definitions. "RMDs"** means required minimum distributions described in Code §401(a)(9). **"2020 RMDs"** means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code §401(a)(9)(I). **"Extended 2020 RMDs"** means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years.

5.5 **Installment payments.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

* * * * * *

This Amendment has been executed this _____ day of _____, _____.

Name of Plan: City of Sheboygan 457(b) Deferred Compensation Plan

Name of Employer: City of Sheboygan, WI

By: _____
EMPLOYER

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III

Res. No. 128 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
January 16, 2023.

A RESOLUTION authorizing the appropriate City officials to execute an Adoption Agreement for the extension and offering of additional investment options with Nationwide.

WHEREAS, the City offers employees the benefit of contributing to 457(b) retirement plans through payroll deductions; and

WHEREAS, one of the plan providers the City currently offers the retirement plans through is Nationwide; and

WHEREAS, the City strives to provide varying and flexible investment and plan options to employees; and

WHEREAS, Nationwide has various products available through their plan including the Percentage-Based Contribution Option, Roth Option, Non-ERISA Loan Program Option, ProAccount - Professional Managed Account Option; and

WHEREAS, Res. No. 111-22-23 authorized the Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to execute the attached Adoption Agreement for Eligible Governmental 457 Plan.

BE IT FURTHER RESOLVED: That following Amendments and Documents are hereby approved and adopted and that the Finance Director is hereby authorized and directed to execute and deliver to the Plan Administrator such Amendments and Documents and to take any and all lawful actions as they deem necessary to effectuate this Resolution, all in furtherance of said Adoption Agreement:

- Amendment to Implement Secure Act and Other Law Changes;
- Letter instructing Nationwide Retirement Solutions to add percent-based contributions as an option available in the plan;
- Nationwide Retirement Solutions Non-ERISA Plan Loan Program document with Addendum A;
- Nationwide Investment Advisors, LLC ProAccount Plan Sponsor Agreement, including Fee Disclosure and Description Guide.

FtP

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized to make necessary deduction adjustments within the payroll system to administer the new plan types that are being offered.

_____

_____

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

AMENDMENT FOR CARES ACT

ARTICLE 1
PREAMBLE; DEFINITIONS

1.1 **Adoption of Amendment**. The Employer adopts this Amendment to implement provisions of the Act which affect the Plan. All references to the Plan include the Plan's loan program, policy, or procedure to the extent applicable.

1.2 **Superseding of inconsistent provisions**. This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

1.3 **Construction.** Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.

1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).

1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:

A. The "**Act**" is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.

B. A "**Qualified Individual**" means any individual who meets one or more of the criteria described in paragraphs (1), (2), (3), or (4). Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary. In applying the criteria, "COVID-19" means either the virus SARS–CoV–2 or coronavirus disease 2019; "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and a "member of the individual's household" means someone who shares the individual's principal residence. The criteria are as follows:

(1) The individual was diagnosed with COVID-19 by an approved test;

(2) The individual's spouse or dependent (as defined in Code §152) was diagnosed with COVID-19 by an approved test;

(3) The individual has experienced adverse financial consequences because: (a) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (b) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19; (c) A business owned or operated by the individual, the individual's spouse, or a member of the individual's household closed or reduced hours due to COVID-19; or (d) the individual, the individual's spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or

(4) The individual satisfies any other criteria determined by the Treasury or the IRS.

ARTICLE 2

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IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

2.1 **Reserved.**

2.2 **Employer identifying information.**

A. Name of Employer: City of Sheboygan, WI

B. Name of Plan: City of Sheboygan 457(b) Deferred Compensation Plan

C. Type of Plan (check one)
(1) [ ] 401(k) Plan
(2) [ ] Profit-Sharing Plan (other than a 401(k) plan)
(3) [ ] Money Purchase Pension Plan
(4) [ ] Defined Benefit Plan (including a cash balance plan)
(5) [ ] 403(b) Plan
(6) [✓] 457(b) Plan sponsored by a governmental employer

2.3 **Relief for Qualified Individuals.** Will the Plan provide any or all of the following relief for Qualified Individuals: (1) Coronavirus-Related Distributions described in Article 3, (2) increased loan limits described in Section 4.2, (3) the loan repayment extension described in Section 4.3. *(Select one of (a), (b), or (c). If (c) is selected, then select one or more of (d), (e), and/or (f))*

(a) [ ] **No.** The Plan will not provide any of these relief provisions.

(b) [ ] **Yes.** The Plan will provide all of these relief provisions. The limitations on distributions described in Sections 2.3(d)(1) – (4) and the limitations on loans in Section 2.3(e)(1) – (3) and 2.3(f)(1)—(3) do not apply.

(c) [✓] **Some.** The Plan will provide those relief provisions selected in (d), (e), or (f) below.

(d) [✓] **The Coronavirus-Related Distribution provisions described in Article 3** *(If (d) is selected, the Employer may optionally select one or more of (1), (2), (3), (4), or (5).)*

(1) [ ] Coronavirus-Related Distributions are not available from an account in which the Participant is not 100% vested.

(2) [ ] Coronavirus-Related Distributions may be made only from the following accounts: _____.

(3) [ ] The maximum amount of Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed: $_____. *(Enter amount less than $100,000.)*

(4) [ ] The following additional provisions apply to Coronavirus-Related Distributions: _____.
(Enter limitations or restrictions which are nondiscriminatory and not subject to Employer discretion.)

(e) [ ] **The increased loan limit described in Section 4.2** *(If (e) is selected, the Employer may optionally select any one or more of (1), (2), or (3).)*

(1) [ ] The maximum dollar amount of loans pursuant to Section 4.2 will not exceed: $_____. *(Enter amount less than $100,000.)*

(2) [ ] The maximum percentage of the present value of the nonforfeitable accrued benefit that may be loaned pursuant to Section 4.2 will not exceed: _____%. *(Enter percentage less than 100%.)*

(3) [ ] The following additional provisions apply to the increased loan limit: _____.
(Enter limitations or restrictions which are nondiscriminatory.)

(f) [ ] **The loan repayment extension described in Section 4.3** *(If (f) is selected, the Employer may optionally select and one or more of (1), (2), or (3).)*

(1) [ ] The Suspension Period will begin _____ *(Enter date not before March 27, 2020)* and end _____. *(Enter date not later than December 31, 2020.)*

(2) [ ] The Extension Period will be _____. *(Enter period, up to one year, the due date of the loan will be extended, such as "six months.")*

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(3) [ ] The following additional provisions apply to the loan repayment extension:

_____.

(Enter limitations or restrictions which are nondiscriminatory.)

2.4 **RMD waivers for 2020.** Unless the Employer elects otherwise below, the provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will receive the distribution unless the Participant or Beneficiary chooses not to receive the distribution.

(a) [✓] The provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will not receive the distribution unless the Participant or Beneficiary chooses to receive the distribution.

(b) [ ] Payment of RMDs or Extended 2020 RMDs will be governed by the terms of the Plan without regard to this Amendment (i.e., no election is available to Participants or Beneficiaries).

(c) [ ] Other:_____

For purposes of Section 5.3, the Plan will also treat the following as eligible rollover distributions in 2020: *(Choose one or none of (d), (e), or (f)): If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I))*:

(d) [ ] 2020 RMDs.

(e) [ ] 2020 RMDs and Extended 2020 RMDs.

(f) [✓] 2020 RMDs but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(I).

The provisions of Article 5, and the election in this Section 2.4, will be effective on the date specified in Section 2.5. unless a different date is entered here: _____ *(Optional. Enter a date between March 27, 2020 and December 31, 2020. RMD distributions before the selected effective date should have followed plan terms in effect before this amendment.)*

2.5 **Effective Date.** This Amendment is effective March 27, 2020, or as soon as practical thereafter, or, if later, the following date: _____. *(Optional. Enter a date not later than December 31, 2020.)*

ARTICLE 3
CORONAVIRUS-RELATED DISTRIBUTIONS

3.1 **Application.** This Article 3 will apply if Section 2.3(b) or Section 2.3(d) is selected.

3.2 **Coronavirus-Related Distribution(s).** Subject to the provisions described in Section 2.3(d)(4), if any, a Qualified Individual may take one or more Coronavirus-Related Distributions. The accounts from which the amount may be distributed shall be limited if selected in Sections 2.3(d)(1) and (2). However, if the Plan is a Money Purchase Pension Plan or a Defined Benefit Plan, and the Qualified Individual has not separated from service, the Qualified Individual may not take a Coronavirus-Related Distribution prior to attaining the earlier of Normal Retirement Age or age 59½. The provisions of this Section will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.

3.3 **Repayment of distribution**. If the Plan permits rollover contributions, then a Participant who receives a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.

3.4 **Definition of Coronavirus-Related Distribution**. A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m), or (o), shall not exceed $100,000, (or such lesser amount specified in Section 2.3(d)(3)). The

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Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual's vested account balance or the present value of the individual's vested accrued benefit.

ARTICLE 4
PARTICIPANT LOAN RELIEF

4.1 **Application.** This Article 4 will apply only if the Plan permits participant loans. Section 4.2 will apply if Section 2.3(b) or Section 2.3(e) is selected. Section 4.3 will apply if Section 2.3(b) or Section 2.3(f) is selected.

4.2 **Increased loan limit.** Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "$100,000" (or such lesser amount specified in Section 2.3(e)(1)) for "$50,000," and by substituting "100% (or such lesser percentage specified in Section 2.3(e)(2)) of the present value of the nonforfeitable accrued benefit of the employee under the Plan" for "one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan" (or its equivalent). The provisions described in Section 2.3(e)(3), if any, will apply in connection with loans to Qualified Individuals.

4.3 **Extension of certain repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the Suspension Period, the due date is extended for the Extension Period; (2) the due date of the loan will be extended by the Extension Period; (3) the Plan will adjust any subsequent repayments to reflect the extension of the due date and any interest accrued during the Suspension Period; and (4) the Plan will disregard the Extension Period in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The provisions described in Section 2.3(f)(3), if any, will apply in connection with the suspension and extension described in this Section. The Suspension Period, unless otherwise specified in Section 2.3(f)(1), will begin March 27, 2020 and end December 31, 2020. The Extension Period, unless otherwise specified in Section 2.3(f)(2) will be one year. The provisions of this Section 4.3 will be applied in accordance with Section 5.B. of Notice 2050-50, or any subsequent applicable guidance, and the adjustment described in (3) may reflect the "safe harbor" described therein.

ARTICLE 5
WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs)

5.1 **Application.** This Article 5 will apply only to defined contribution plans, including 401(k) Plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers. The definitions in Section 5.4 will apply in interpreting Section 2.4.

5.2 **Waiver; default provision.** This Section 5.2 will apply unless the Employer has selected Section 2.4(b) or (c). Notwithstanding the provisions of the Plan relating to RMDs, whether a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs will receive those distributions is determined in accordance with the option chosen by the Employer in Section 2.4. Notwithstanding the option chosen by the employer in Section 2.4, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. If the Plan permits a Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule, the deadline to make the election shall be extended to reflect the adoption of Code §401(a)(9)(I).

5.3 **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer in Section 2.4, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.4, then a direct rollover will be

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offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I).

5.4 **Definitions. "RMDs"** means required minimum distributions described in Code §401(a)(9). **"2020 RMDs"** means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code §401(a)(9)(I). **"Extended 2020 RMDs"** means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years.

5.5 **Installment payments.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

* * * * * *

This Amendment has been executed this _____ day of _____, _____.

Name of Plan: City of Sheboygan 457(b) Deferred Compensation Plan

Name of Employer: City of Sheboygan, WI

By: _____
EMPLOYER

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