



PUBLIC WORKS COMMITTEE AGENDA

September 10, 2024 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

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

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: August 27, 2024

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 68-24-25 / A resolution authorizing the appropriate City officials to enter into a contract extension with GFL Environmental LLC for refuse and recyclables material transfer and tipping services.
7. Res. No. 74-24-25 / A resolution designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2025 and directing him to submit an Urban Forestry Grant Application.
8. Res. No. 72-24-25 / A resolution authorizing the appropriate City Officials to enter into contract with Mueller Lawn Manicuring, LLC of Sheboygan for the removal and disposal of 227 trees located at Jaycee Quarryview Park in Sheboygan.
9. Res. No. 71-24-25 / A resolution authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.
10. Res. No. 70-24-25 / A resolution authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA.

- [11.](#) Res. No. 69-24-25 / A resolution authorizing a contract between the City of Sheboygan and Molo, Inc. for marina management software regarding transient and annual marina slip leases at Harbor Centre Marina.
- [12.](#) Direct Referral Res. No. 75-24-25 / A resolution allowing ZWILLING Airstream to be parked in front of Relish Kitchen Store at 811 North 8th Street on October 5, 2024.

NEXT MEETING DATE

13. Next Regular Meeting Date: September 24, 2024

ADJOURNMENT

14. 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

PUBLIC WORKS COMMITTEE MINUTES

Tuesday, August 27, 2024

COMMITTEE MEMBERS PRESENT: Chair Dean Dekker, Vice Chair Angela Ramey, Alderperson Zach Rust, Alderperson Daniel Peterson, Alderperson John Belanger

STAFF/OFFICIALS PRESENT: City Engineer Kevin Jump, Superintendent of Parks & Forestry Joe Kerlin, Superintendent of Facilities and Traffic Mike Willmas, Fire Chief Eric Montellano, Deputy City Attorney Liz Majerus, Purchasing Agent Bernard Rammer, Administrative Clerk Stacy Weseljak

OPENING OF MEETING

1. Call to Order

Chair Dean Dekker called the meeting to order at 5:30 PM

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: August 13, 2024

MOTION TO APPROVE MINUTES FROM AUGUST 13, 2024

Motion made by Alderperson Rust, Seconded by Vice Chair Ramey.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 61-24-25 / A resolution authorizing the appropriate City officials to enter into contract for the demolition of the former Sheboygan County Highway Department structure and related site improvements so as to prepare the site for construction of a new Fire Department Headquarters Facility.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Peterson.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

NEXT MEETING DATE

7. Next Regular Meeting Date: September 10, 2024

ADJOURNMENT

8. Motion to adjourn

MOTION TO ADJOURN AT 5:45 PM

Motion made by Alderperson Rust, Seconded by Alderperson Peterson.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

**CITY OF SHEBOYGAN
RESOLUTION 68-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract extension with GFL Environmental LLC for refuse and recyclables material transfer and tipping services.

WHEREAS, the City’s current contract for refuse and recyclables material transfer and tipping services expires December 31, 2024 and allows for a five-year extension, which, if entered into, would hold current 2024 prices for year 2025 which is estimated to be a reduction of \$60,000 in year 2025; and

WHEREAS, City staff believes that this five-year extension is in the City’s best interest and that GFL Environmental LLC possesses the requisite skill, labor, and materials to provide appropriate refuse and recycling services.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign the attached agreement with GFL Environmental LLC, in form substantially similar to the attached, after the City Attorney’s Office has approved the final agreement.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to draw funds from the following accounts to pay for the services rendered:

- General Fund – Sanitation – Transfer Station Tipping (Account No. 101362-533125)
- Recycling Fund – Recycling – Transfer Station Tipping (Account No. 632363-533125)

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

5 year extension of Original Agreement Between the City of Sheboygan and GFL Environmental LLC

For Residential Refuse and Recyclables Material Transfer and Tipping Services

This Agreement (“Agreement”) is made and enter effective January 1,2025 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and GFL Environmental LLC (“GFL Environmental”)

WITNESSETH:

WHEREAS, the City desires to contract with an entity to provide necessary services, set forth in Article I of the Agreement, related to residential refuse and recyclable material transfer after the residential and recyclable material has been collected by the City (the “Services”)

WHEREAS, GFL Environmental desires to provide the Services to the City pursuant to the terms of this Agreement.

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

Article 1. Scope of Services

GFL Environmental shall furnish all facilities, labor, equipment, materials, and transportation equipment required to preform the Services set forth in the Agreement. All Services performed by GFL Environmental pursuant to this Agreement shall be compliant with all applicable laws, including WDNR and ETA rules and regulations.

Specifically, GFL Environmental shall provide the following Services to the City:

1. Recycling: The City will deliver residential recyclables – (a) aluminum containers, (b) bi-metal containers, (c) corrugated paper or other container board, (d) glass containers, (e) magazines, newspapers, and office paper, (f) plastic containers made of PETE, HDPE, PCV, LDPE, or PP, (g) steel containers, and (h) any other item required by state law to be recycled – it has collected within the City of Sheboygan’s corporate limits to GFL Environmental’s transfer station located at 115 Birch Rd, Sheboygan Falls, Wisconsin (the “Transfer Station”). After the City has delivered the residential recyclables, GFL Environmental shall provide all necessary (including transportation, and processing, and marketing) so that the residential recyclable are processed in accordance with all applicable laws.
2. Waste: The City will deliver residential waste it has collected within the City of Sheboygan’s corporate limits to the Transfer Station. After the City has delivered the residential waste, GFL Environmental shall provide all necessary services (including transportation and disposal) so that the residential waste is disposed of in accordance with all applicable laws.

By way of estimate only, the City Estimates that is will deliver 3,312 tons per year of residential recyclables, 13,318 tons per year of residential waste, and 1,151 tons per year of City of Department of Public Works operations solid waste (such as street sweepings, catch basin debris, park refuse and hydro vacuum debris) to the Transfer Station each year of this

Agreement. The parties agree that waste does not include, and the City shall not deliver, any hazardous waste, materials or substances or any materials the Transfer Station is not permitted to accept.

Recycling and Waste will generally be delivered to the Transfer Station five days per week (Monday through Friday). From time to time when there is a weather event or holiday that delays the City’s collection services, Recycling and Waste may be delivered to the Transfer Station on a Saturday; provided, however that the City must notify GLF Environmental at least 24 hours in advance.

- 3. Dumpsters: On a schedule requested by the City, GFL Environmental will provide thirty cubic yard dumpsters to the City in order to facilitate neighborhood clean-up projects. Dumpsters shall be picked up and delivered on agreed Monday through Sunday.

Article 2. Cost

GFL Environmental shall provide Services on the Following Cost schedule:

- 1. Waste: \$40.98/ton, plus \$13/ton Federal and State Fees)
 - 2. Recycling: \$105.38/ton
 - 3. Street Sweepings: \$40.98/ton, plus \$13/ton Federal and State Fees)
 - 4. Bulky Items: \$53.98/ton (include \$13/ton Federal and state fees)
 - 5. Dumpsters: \$198.28/ container, plus \$53.98/ton (include \$13/ton Federal and state fees)
-

-The City shall make commercially reasonable efforts to ensure bagged recyclables are not provided to GFL Environmental at the Transfer Stations. Bagged Recycling will be considered contaminated.

This cost schedule shall apply until December 31, 2025. On January 1, 2026 and each subsequent year of this Agreement, GFL Environmental may adjust the fees set forth above pursuant to the United States Department of Labor, Bureau of Labor Statistics’ “National Consumer Price Index for Water ad Sewer Trash Collection Services” Rate at the figure published on July 1 compared to the previous figure published on July 1, to take effect for the next year calendar. Thus, for example, the July 1, 2025 rate (compared to the July 1,2024 rate) will be used to determine the rate for the Calendar Year 2026. GFL Environmental shall provide documentation to the City regarding its calculation before this increase shall take effect. In no event shall the fee increase by more than 5% for any year.

GFL Environmental shall invoice or bill the City no more frequently than monthly. Invoice shall be sent to:

Joel Kolste
City of Sheboygan
Department of Public Works
2026 New Jersey Ave.
Sheboygan, WI 53081

The City shall make payment within forty-five days of receipt of an Invoice.

The City and GFL Environmental share a goal of limiting the contamination in the residential recyclable the City delivers to the Transfer Station. GFL Environmental shall determine the contamination rate of the residential recyclables. GFL Environmental and the City shall work together to reduce the contamination rate of the residential recyclables delivered to the Transfer Station. So long as the contamination rate is 10% contamination or less, no contaminated recycling surcharge may be imposed. If the contamination rate is more than 10% contaminated, GFL Environmental will—for a particular contaminated delivery of residential recycling—charge the City a contaminated recycling surcharge of \$150/ton, in addition to the charge for recycling set forth above. GFL Environmental shall provide photographic evidence of the contaminated residential recycling to the City.

Below is an example of how contamination charges will be calculated and applied:

3.0 tons or 6,000 pound load @ 20% Contamination level = .06 tons or 1,200 pounds of contamination.

1st 10%, or 600 pounds, or 0.3 tons is acceptable and not chargeable

2nd 10%, or 600 pounds, or 0.3 tons will be charge at a rate of \$150.00/ton
.3 tons x \$150.00 = \$45.00 contamination charge

Article 3: Term of Agreement

This Agreement shall govern all Services occurring After January 1, 2025 and before December 31, 2029, unless terminated or extended pursuant to this Agreement.

The Agreement may be extended for an additional five years by mutual agreement of the parties. Such an extension will extend the agreement until December 31, 2034 (the “Extension”). If the City wishes to exercise the Extension, it may provide notice to GFL Environmental by July 30, 2034. The City may include a written proposal of terms and conditions for the continuation of the contract (the “Continuation Proposal”). The Continuation Proposal may propose new terms and conditions based upon changes in legislation regarding solid waste and recycling or any other charge that would affect the administration of the Services pursuant to the Agreement. Contractor shall respond to any Continuation Proposal within thirty (30) days of its receipt, indicating; (1) its acceptance of the Continuation Proposal (2) its rejection of the Continuation Proposal; of (3) its willingness to negotiate regarding the Continuation Proposal. If Contractor does not respond, it is a rejection of the Continuation Proposal.

Article 5: GFL Environmental’ s Obligations

In providing the Services set forth in Article 1, GFL Environmental Shall:

1. Provide a facility that will accept City generated solid waste, including waste from the City’s public works operations, which meets WDNR and EPA rules and regulations for solid waste transfer stations, and is licensed as such.
2. Provided a facility that will accept City generated residential single stream recyclables, specifically: cardboard, all other paper, aluminum/beverage cans, and any other residential recyclable material mandated by WDNR and EPA to be collected.

3. Provide a facility that will control waste to avoid health and nuisance problems and meet all applicable criteria set forth by WDNR, EPA, and any applicable local zoning or land use regulations.
4. Provide a facility that will provide safe working conditions for City workers and vehicles and equipment, as well as GFL Environmental's employees and the general public.
5. Haul, sort, and otherwise process and market or dispose of all materials delivered to the Transfer Station in accordance with all applicable rules, laws, orders, regulations, policies, and any other provisions as promulgated, adopted, passed, or provided by federal, state, or municipal government.
6. Provide access to the Transfer Station to City vehicles Monday through Friday from 7:30 a.m. to 5:00 p.m., and upon request on Saturday following holidays or snow emergencies. The average total time at the Transfer Stations for a City vehicles delivering waste and recyclables shall not exceed twenty minutes as a result of GFL Environmental's operations.
7. In the event of emergency conditions declared by the City, and proper and adequate notification by the City (which shall be made by phone call), GFL Environmental shall keep the Transfer Station open for receipt of waste or recyclables from such emergency.
8. Make ready and have available adequate equipment, forces and materials to start work on the First day of the Term of this Agreement, set forth in Article 4.
9. Provide tipping record receipts for each load dumped that provide the amount of materials dumped (waste and recycling), date, time, and truck number.
10. Provide annual, quarterly, and monthly reports that provide the tonnage of waste and recycling in sufficient detail to meet WDNR and any other reporting requirement imposed on the City. The monthly report shall be provided no later than 15 calendar days after the end of the month. These reports shall consist of the following:
 - a. Tonnage of Solid Waste
 - b. Price per ton of Solid Waste
 - c. Tonnage of Recycling
 - d. Price per ton of Recycling
 - e. Any other data required under WDNR, EPA, or any other governmental regulations or guidelines, or the City's Grant from the Recycling partnership.
11. Provide ad hoc reports as requested by the City, if agreed upon with the Contractor.
12. Adhere to all applicable WDNR regulations, including those under NR 544.
13. Adhere to all applicable WDNR procedures, and any applicable law regarding solid waste reduction, recovery, and recycling with respect to the final disposition of materials.
14. Secure all licenses, permits, and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Agreement.
15. Provide adequate supervision of its employees in connection with the details of their work and the hours of their employment.
16. Ensure qualified persons perform the Services specified in this Agreement.

Article 6. City Rejection of Facility

GFL Environmental intends to send the City's Recycling to GFL Environmental Wisconsin MRF in Mayville, Wisconsin. IF the MRF fails to obtain or loses WDNR approved certification status, GFL Environmental shall provide materials transportation to another WDNR approved and certified facility for recycling or

recyclables under this Agreement. If GFL Environmental is unable to do so, the City may terminate this Agreement and contract with another entity for the Services provided under this Agreement. If the Cost of the replacement Services exceed the amount set forth in the Agreement, GFL Environmental shall provide damages to the City for the remainder of the Term of Agreement equal to the difference between the price per ton paid under any replacement agreement and the price per ton paid under this Agreement.

2 Notification shall be adequate if it is made when the Transfer Station is currently open. The City Shall provide notification to GFL Environmental as soon as practicable after the declaration of emergency conditions.

Article 7. Performance Bond

GFL Environmental shall provide the City with a performance bond, made payable to the City of Sheboygan, Wisconsin, in an amount equal to 100% of the estimated annual fee for the Services, executed by a surety company authorized to do business in the State of Wisconsin.

GFL Environmental shall adjust their performance bond annually to accommodate potential changes in the tipping fees and solid waste and recyclables disposal tonnages. Performance bonds are required for the proception of the City of Sheboygan and its taxpayers against failure of the contractor to complete the contract.

In the even that the successful proposer fails to perform or abandons the contract, the City of Sheboygan shall have the contract completed as expeditiously as possible and shall bring action against the bond for the additional expenses and administrative time expended.

Article 8. General Provisions

1. **Headings.** The numbers and captions of the Various Articles and Sections are solely for convenience and reference and shall not affect the scope, meaning, intent, or interpretation of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.
2. **Force Majeure.** The term “Force Majeure” as used in this Agreement means acts of God, war, strikes, or other industrial disturbances, acts of a public enemy, blockades, insurrections, or riots, epidemics, landslide or floods, earthquakes, fires, storms, arrests, civil disturbances, explosions, and other causes beyond the control of the parties herein. Should GFL Environmental be delayed or prevented in whole or in part, from preforming its obligations under this Agreement as a result of any force majeure GFL Environmental shall be excused from preforming such obligations while GFL Environment is so prevented. GFL Environmental shall provide notice of the force majeure even as soon as it is practicable.
3. **Neither Party the Drafter.** The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the term hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting of this Agreement.
4. **Non-Appropriation.** If funds for the continued fulfillment of the Agreement by the City are at any time not forthcoming or are insufficient, through the 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.

5. **Waiver.** No failure of either party to enforce a term of the Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of the Agreement shall be considered a waiver of any other term or breach thereof.
6. **Severability.** The invalidity, illegality, or unenforceability of any provisions of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provisions shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to Replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
7. **Breach and Termination.**
 - a. If for any reason, GFL Environmental shall fail to fulfill in a timely and proper manner, its material obligations under the terms of this Agreement, or if GFL Environmental shall fail to fulfill in timely and proper manner any of the material covenants or stipulations in this Agreement, the City shall give written notice of the breach to GFL Environmental.
 - b. The written notice shall state the failure to fulfill in a timely and proper manner the material obligations and the corrective action to be taken within a reasonable time established by the City. If GFL Environmental fails to take such corrective action, the City shall have the right to terminate the Agreement by providing thirty (30) days' notice to GFL Environmental.
 - c. GFL Environmental shall not be entitled to the opportunity to correct the same failure to fulfill in a timely and proper manner its material obligations according to this subsection more than three times during the term of this Agreement. Thereafter, for the same failure by GFL Environmental the City shall have the right to terminate this Agreement providing a thirty (30) days' notice GFL Environmental.
 - d. GFL Environmental becoming listed on any debarment list or similar list shall constitute cause for termination of this Agreement upon thirty (30) days' notice.
8. **Third Party Rights.** Nothing in this Agreement shall construed to give any rights of or benefits to anyone other than the City and GFL Environmental.
9. **Choice of Law and Venue.** This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under the Agreement shall be in Sheboygan Circuit Court, Sheboygan County, Wisconsin or the applicable federal court.
10. **Document Retention.** Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. GFL Environmental acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement unless they are destroyed earlier pursuant to GFL Environmental's document retention policies. In the even records are destroyed prior to seven (7) years after receipt of final payment under the Agreement, GFL

Environmental shall indemnify, defend, and hold the City harmless from any claim, demand, settlement, judgment, or other expense related to the destruction of the record, even if the record is destroyed pursuant to GFL environmental document retention policy.

11. Insurance.

- a. **General Liability Insurance.** GFL Environmental shall maintain during the life of this Agreement such general Liability insurance as shall protect GFL Environmental from claims for damages resulting from: (1) bodily injury, including wrongful death, and (2) property damage. This insurance shall cover damage that arises from operations under the Agreement, whether such operations are by GFL Environmental or an subcontractor of anyone directly employed by either of them. The minimum acceptable limit of coverage to be provided by such general liability insurance shall be: \$2,000,000 per occurrence for Bodily Injury and \$2,000,000 per occurrence for Property Damage.
- b. **Automobile Liability Insurance.** GFL Environmental shall maintain during the life of this Agreement such comprehensive automobile liability insurance as shall protect GFL Environmental against claims for damage resulting from: (1) bodily injury, including wrongful death; and (2) property damage. This insurance shall cover damage that arises from the operations of any owner, hired, or non-owned automobiles used by or for GFL Environmental in any capacity in connection with the fulfillment of the Agreement. The minimum acceptable limit of coverage to be provided by such comprehensive automobile liability insurance shall be a Combined Single Limit of \$2,000,000 per accident.
- c. **Workers Compensation and Employer's Liability.**
 - i. GFL Environmental shall maintain during the life of this Agreement such worker's compensation insurance as shall protect GFL Environmental under the State of Wisconsin's workman's compensation laws. This Policy shall provide the statutorily required coverage.
 - ii. GFL Environmental shall maintain during the life of this Agreement such insurances as shall protect GFL Environmental against claims for injury, disease, or death of its Employees which, for any reason, may not fall within the provisions of the workmen's compensation claim. This policy shall include an "all states" endorsement and shall have minimum acceptable limit of coverage of \$2,000,000.
- d. All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.
- e. The insurance limits set forth in the Section are minimum. It shall be the responsibility of GFL Environmental to always maintain adequate insurance coverage. Failure of GFL Environmental to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.
- f. Each insurance policy required by this Agreement shall provide that at least ten (10) days advanced written notice to the City will be provided before any policy is hanged or cancelled.

- g. In the Even that the City consents to a subcontractor providing services under this Agreement, the subcontractor shall also maintain insurance in the amounts set forth in this Section.
12. **Non-Discrimination.** Subject to Wis. Stat. § 111.31 to Wis. Stat. § 111.36, GFL Environmental shall not engage in any act of discrimination as specified in in Wis. Stat. § 111.322 against any individual. GFL Environmental shall not discriminate against any person seeking employment, or in their employment or separation therefrom on the basis of sex, race, color, religion, national origin, age, handicap, marital status, ancestry, arrect record, conviction record, veteran status, or the use or non-use of lawful products off of GFL Environmental' s premises during non-working hours. This provision shall include, but no be limited to, the following: employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, GFL Environmental agrees, upon request, to give an affidavit the GFL Environmental has not and will not engage in any act of employment discrimination during the term of this Agreement.
13. **No Collusion.** GFL Environmental certifies that the prices in its quote were arrived at independently, without competition, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor. No attempt was made to induce any other person, partnership, or corporation to submit or not to submit a quote to the City of these Services for the purpose of restricting competition.
14. **Conflict of Interest.** GFL Environmental declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Servies under this agreement. GFL Environmental agrees that no person having any such interest shall be employed in the performance of this Agreement.
15. **Assignment.** Neither the City nor GFL Environmental shall assign any rights or duties under the Agreement without the prior written consent of the other party.
16. **Identity of GFL Environmental.** GFL Environmental acknowledges that one of the primary reasons for its selection by the City to perform the Servies is the qualifications and experience of GFL Environmental. GFL Environmental this agrees that the Servies to be preformed pursuant to this Agreement shall be performed by GFL Environmental. GFL Environmental shall not subcontract any part of the Services without prior written permission of the City. The City's Director of Public Works shall have the ability to provide written permission. The City reserves the right to reject any of GFL Environmental' s personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
17. **Independent Contractor.** During the entire term of the Agreement, GFL Environmental shall be independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. GFL Environmental shall be solely responsible for the payment and reposting 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.
18. **Indemnification.** GFL Environmental shall indemnify, defend, and hold harmless the City of Sheboygan, its employees, offices, and agents from the again all claims, damages, losses, and

expenses, including attorney fees arising from deaths or accidents or destruction of tangible property including the loss of the use resulting therefrom, resulting to employees of GFL Environmental, or its subcontractors, in the work contemplated and done under the contact, and to indemnify and hold harmless the City of Sheboygan, and its employees, offices, and agents, from and against all claims, damages, losses, and expenses, including attorney’s fees, decrees, or judgements whatsoever, but only to the extent the claim, damage, loss or expense arises from a negligent act, omission, failure, or neglect of GFL Environmental, its subcontractors, or agents, servants, and employees, or other persons under its supervision of direction in the performance of any work under the terms of this contract.

- 19. **Notice.** Any notice required by the Agreement shall be made in writing to the individuals/ addresses specified below:

City:	GFL Environmental:
City Clerk	Timothy Mueller
City of Sheboygan	GFL Environmental
828 Center Ave.	428 High St.
Sheboygan, WI 53083	Chilton, WI 53014

Nothing contained in this section shall be construed to restrict the transmission or routine communication between representatives of the City and GFL Environmental.

- 20. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation in transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- 21. **Intent to be Bound.** The City and GFL Environmental each bind 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.
- 22. **Authority.** Each person executing this Agreement on behalf of a party hereto represent and warrants to the other party: That the execution and delivery of this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- 23. **Integration and Modification.** This Agreement represents the entire and integrated agreement between the City and GFL Environmental. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment sign by both parties hereto.

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

CITY OF SHEBOYGAN, WI

BY: _____
Ryan Sorenson, Mayor

ATTEST: _____
Meredith Debruin, City Clerk

DATE: _____

GFL ENVIRONMENTAL

BY: _____
Mike Stoeckigt, Area Vice President

BY: _____
Tim Mueller, General Manager

DATE: _____

**CITY OF SHEBOYGAN
RESOLUTION 74-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

A RESOLUTION designating the City Forester as the City’s Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2025 and directing him to submit an Urban Forestry Grant Application.

WHEREAS, pursuant to Wis. Stat. § 23.097(1g), the WI DNR may award grants to cities for up to 50% of the cost of tree management plans, tree inventories, brush residue projects, the development of tree management ordinances, tree disease evaluations, public education concerning trees in urban areas, and other tree projects; and

WHEREAS, pursuant to Wis. Stat. § 23.097(1r), the WI DNR may award grants to cities for the costs of removing, saving, and replacing trees that are damaged by catastrophic storm events in urban areas; and

WHEREAS, in order to be eligible, the City must annually submit a resolution identifying the Authorized Representative for WI DNR grant purposes who is an office, officer, or employee given authority to act on the applicant’s behalf to (1) sign and submit a grant application; (2) sign a grant agreement between the City and WI DNR; (3) submit interim and final reports to the WI DNR to satisfy the grant agreement; (4) submit grant reimbursement requests to the WI DNR; and (5) sign and submit any other required documentation regarding the grant; and

WHEREAS, City staff desires to apply for an Urban Forestry Grant for calendar year 2025, the maximum amount of which is \$25,000, and which would require a \$25,000 match from the City; and

WHEREAS, in-kind labor, services, and donations may be used to contribute toward the City’s share of the match amount; and

WHEREAS, it is anticipated that there will be sufficient funds in the 2025 budget for the City’s share of the matching costs.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council designates the City Forester as the Authorized Representative for the urban forestry grant purposes identified herein and directs the City Forester to submit an urban forestry grant application(s) to the WI DNR for the 2025 calendar year.

BE IT FURTHER RESOLVED: That if the grant application is approved, and the Common Council has appropriated the necessary funding, the Finance Director may draw up to \$50,000 from Account No. 101695-641150 (General Fund – Forestry – Contracted Services) and Account No. 101695-641150 (General Fund – Forestry – Trees/Forestry) to make the initial payments so that the Authorized Representative may seek reimbursement from WI DNR.

BE IT FURTHER RESOLVED: That if the grant application is awarded by WI DNR, the Authorized Representative is permitted to execute the grant agreement upon approval by the City Attorney and City Administrator.

BE IT FURTHER RESOLVED: That if all or part of the City is damaged by a catastrophic storm event such that WI DNR awards grants for the costs of removing, saving, and replacing trees that were damaged during the event, the Authorized Representative may submit a grant application therefor.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 72-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Mueller Lawn Manicuring, LLC of Sheboygan for the removal and disposal of 227 trees located at Jaycee Quarryview Park in Sheboygan.

WHEREAS, the City desires to remove 227 primarily Ash trees from Jaycee Quarryview Park, which are unsafe due to infestation of Emerald Ash Borer, and has received an Urban Forestry Grant to fund the removal from the State of Wisconsin Department of Natural Resources; and

WHEREAS, the City issued Request for Bids # 2059-24 specifying the requirements for the removal of the trees: and

WHEREAS, the City received a total of five bids for the project from vendors having the proper qualifications to perform the work and following a review of the bids staff has determined that the lowest bid submitted meets or exceeds all of the requirements.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into Contract with Mueller Lawn Manicuring, LLC of Sheboygan for the removal of 227 trees located in Jaycee Quarryview Park, including lawful disposal and restoration in accordance with the specifications, in the amount of \$34,237.50.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$34,237.50 from Account No. 400300-641150 (Capital Projects-Public Works-Improvements Other Than Buildings) for the purchase.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN
AND
MUELLER LAWN MANICURING, LLC
FOR THE REMOVAL OF TREES LOCATED WITHIN JAYCEE QUARRYVIEW PARK
IN THE CITY OF SHEBOYGAN**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, with principal offices located at 828 Center Ave., Sheboygan, Wisconsin 53081, and Mueller Lawn Manicuring, LLC a Wisconsin limited liability corporation located at 714 North Ave, Sheboygan, WI 53083 (“Contractor”).

WITNESSETH:

WHEREAS, the City desires to have removed from Jaycee Quarryview Park 227 trees, primarily Ash, which are either dead or dying as a result of the Emerald Ash Borer scourge; and

WHEREAS, the City issued Request for Bids # 2059-24 to obtain bids from qualified providers of Tree Removal Services (“Services”); and

WHEREAS, upon review, the City has determined that Contractor’s bid is the lowest responsive and responsible bid for the Services; and

WHEREAS, Contractor desires to provide the City with the necessary services under the terms set forth in this Agreement.

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

Article 1. Scope of Services

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the Services as set forth in Exhibit 1, and shall dispose of all materials generated in the provision of Services in a lawful manner (the “Disposal”). Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees for City of Sheboygan projects.

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

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The public park land impacted by the project shall remain open to use by the public with possible short-term closures of certain areas to accommodate the safe removal of the trees.

For the avoidance of doubt, the scope of services to be provided includes:

- Provision of all permits, licensing, insurance and bonding necessary for the project.
- Complete removal and disposal of 227 trees, including logs and branches with the stumps cut to a level of not more than three inches above ground height. Such trees have or will be marked by the City Forester or otherwise communicated to Contractor.
- The proper handling of all materials generated during the removal process, which may include logs, tops and brush as detailed in the Request for Bids.
- The removal and lawful disposal of all materials. The regulations governing this handling can be found in the Request for Proposals.
- The removal and disposal of various trees on the property including logs, tops and brush and the associated restoration following removal.
- Property restoration of areas disturbed by the Services including filling of ruts or holes, smoothing, grading, etc. Returning the disturbed areas and work sites to substantially similar condition as prior to the work.

Article 2. Standard of Care

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

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

Article 3. City's Representative

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

If the City's Representative or designee observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) will report that to the Contractor. The City's Representative(s) will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$ 34,237.50 (“Contract Amount”). Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of invoice receipt. Contractor shall submit an invoice to the City on a monthly basis that is based on the percentage of each quadrant completed. The invoice shall be sent to:

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

Contractor shall be required to file lien waivers (if applicable) from all suppliers and subcontractors with the City prior to receiving payment. 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.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

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

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or his/her employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

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

Article 6. Performance and Payment Bond

Contractor shall, within ten (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond.

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

Article 7. Schedule

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

Contractor shall complete the services within 100 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). Due primarily to manufacturer lead time for materials, the City's Representative shall have the authority to consent

to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline (December 11, 2024) or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

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

Article 9. Quality of Materials

All material used shall be cleaned and appropriate for such use. Fill materials shall not include hazardous materials or materials that reasonably could be expected to negatively impact recreational or Maintenance activities at the Property. Equipment used in the performance of Services shall be appropriate for the activities undertaken therewith.

Article 10. Safety Requirements

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

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

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

Article 11. Open Records

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

Article 12. Termination

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

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City 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.

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

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. Default

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

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

- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

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

Article 14. Identity of Contractor

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

Article 15. Independent Contractor Status

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

Article 16. Indemnification

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

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

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney’s fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

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

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

Article 17. Insurance

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

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

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

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

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

The proof of insurance must contain an original signature.

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

Article 18. Conflict of Interest

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

Article 19. Waiver

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

Article 20. Severability

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

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 22. Third Party Rights

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

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 23. Governing Law and Venue

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

Article 24. Non-Discrimination

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

compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws

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

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

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

Article 26. Notices

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

City:

Contractor:

City Clerk	Mueller Lawn Manicuring, LLC
City of Sheboygan	Ryan Mueller, Owner
828 Center Ave.	714 North Ave.
Sheboygan, Wisconsin 53081	Sheboygan, WI 53083

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

Article 27. Intent to be Bound

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

Article 28. Force Majeure

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

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments and Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set for Request for Bids 2059-24
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor
7. The Performance and Payment Bonds
8. Federal Terms and Conditions Addendum

(collectively “the Contract”).

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

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

Article 30. Non-Collusion

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

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

Article 31. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to

this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.

3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
6. **Intent of Contract Documents.**
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

Article 33. Incorporation of Required Clauses and Conditions

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

Article 34: Exhibits

The following Exhibits are attached hereto and made part of this agreement:

Exhibit # 1 Request for Bids # 2059-24

Exhibit # 2 Bid submission by Contractor including Bid Security

Exhibit # 3 Performance and Payment Bonds

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

CITY OF SHEBOYGAN, WISCONSIN

MUELLER LAWN MANICURING, LLC

BY: _____
Ryan Sorenson, Mayor

BY: _____
Ryan Mueller, Sole Owner

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

**CITY OF SHEBOYGAN
RESOLUTION 71-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

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

WHEREAS, it is appropriate to suspend the rules in order to adopt this Resolution immediately due to the fact that this Lease Agreement is for the 2024-2025 school year and commences on September 3, 2024.

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

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

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

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

Leased Property

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

Term

5. The term of the Lease commences at 8:00 a.m. on September 3, 2024 and ends at 3:00 p.m. on June 4, 2025.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,194.44 per month (the "Rent").

7. SASD will pay the Rent by check or electronic transfer on or before the 15th of each and every month for the rental month to follow throughout the term of this Lease. Therefore, first payment should be made on or before August 15, 2024 for the rental month of September, 2024. Payment shall be made to MPA by the Environmental Park Director (“Director”). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City (“MOU”).

Tenant Improvements

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

Utilities and Other Charges

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

Insurance

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

Governing Law

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

Severability

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

Amendment of Lease

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

Assignment of Lease

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

Additional Clauses

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

Damage to Property

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

Maintenance

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

Care and Use of Property

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

Rules and Regulations

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

Address for Notice

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

General Provisions

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

IN WITNESS WHEREOF Sheboygan Area School District, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of _____, 2024.

City of Sheboygan

**Ellwood H. May Environmental Park Assoc.
of Sheboygan County, Inc.**

Ryan Sorenson, Mayor

Martha Steinbruecker, President

Meredith De Bruin, City Clerk

Sheboygan Area School District

Jacob Konrath, Superintendent

Authorized by the City of Sheboygan pursuant to Res. ___-24-25.

**CITY OF SHEBOYGAN
RESOLUTION 70-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA.

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

AMENDMENT TO LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

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

("MPA")

AND

Sheboygan County YMCA

("YMCA")

Background

On September 21, 2021, the parties entered into a lease agreement ("Lease") in which the CITY leased certain premises within Ellwood H. May Environmental Park, a city park, to YMCA. Said Lease provided for an initial term commencing at on September 7, 2021 and ending on August 31, 2022, and provided for automatic renewal for twenty-five (25) additional one-year terms with the final term ending on June 15, 2047.

The Lease was renewed for the 2022-23 school year. It was renewed again for the 2023-24 school year, with an amendment to the lease agreement signed in 2023 which increased the annual rent to \$10,500 per year and modified the Lease terms to provide for later due dates for the semiannual payments (December 31 and June 30).

For 2024-25, the parties wish to add provisions dealing with late payments.

Terms

The parties agree that the Lease shall be amended such that Paragraph 7 therein reads as follows:

7. Subject to the provisions of this Lease, the rent for the Classrooms is \$10,500 per year, to be paid semiannually pursuant to a schedule agreed to via MOU by MPA and YMCA, but which provides for one payment no later than December 31 and one payment no later than June 30. Payments received more than thirty (30) days after the dates provided in this Paragraph shall include a monthly late fee of 2% of the total invoice amount. Payment shall be made to MPA.

IN WITNESS WHEREOF YMCA, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this _____ day of _____, 2024.

City of Sheboygan

Sheboygan County YMCA

Ryan Sorenson, Mayor

Donna Wendlandt, CEO

Meredith De Bruin, City Clerk

Jeremiah Dentz, Executive Director of Camp Y-Koda

Ellwood H. May Environmental Park Assoc.

Kendra Kelling, Director

Martha Steinbruecker, Board President

Authorized by the City of Sheboygan pursuant to Res. ____-24-25.

**CITY OF SHEBOYGAN
RESOLUTION 69-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing a contract between the City of Sheboygan and Molo, Inc. for marina management software regarding transient and annual marina slip leases at Harbor Centre Marina.

RESOLVED: That the appropriate City officials are authorized to enter into a contract with Molo, Inc. for purchase and implementation of marina management software.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to draw funds from Account No. 231354-531100 (Marina Fund – Contracted Services) for expenses related to this contract.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



molo

Molo Payment Authorization City of Sheboygan

Prepared By

Dan Cohen

Daniel.Cohen@Storable.com

(914) 417-7854

Prepared For

Nicholas Warminsky

Nick.Warminsky@sheboyganwi.gov

(920) 458-6665

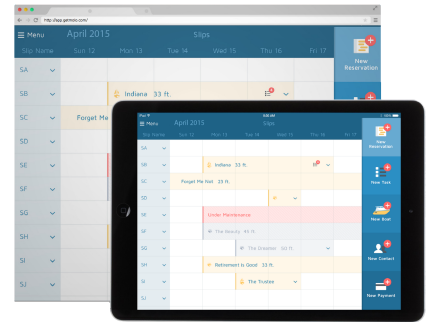
Solution Overview

Molo Marina Management

Molo provides a web and iPad app for managing your marina.

Some of the features include:

- Slip Reservations
- Online Slip Contracts
- Online Booking Through Your Website
- Reservation Confirmation Emails
- Point of Sale
- Invoicing and Accounting
- Credit Card and Bank Account Payments
- Real-Time Accounting Interface
- iPhone, iPad, and Android Marina Manager App



Molo Subscription Pricing

What Your Subscription Covers

Our annual subscription price covers everything we have to offer. The idea is to remove all the excess costs, fees, and ancillary charges normally associated with the software. Here is what is included:

- All Our Current Selected Features
- Unlimited Users
- Unlimited Devices
- Unlimited Transactions
- Dedicated Account Manager with Unlimited Support
- Free Upgrades

Annual Pricing Option

Item	Price	Quantity	Discount	Subtotal
Harbor Centre Marina				
Single Space Price for each single wet slip, mooring, dry rack, etc. per month.	\$30.00	240	\$0.00	\$7,200.00
Molo Map, Yearly The Molo Map allows you to see a birds-eye view of your marina helping you keep tabs on occupancy, arrivals, and departures. You can even do quick availability checks using just arrival, departure, and vessel dimensions to visually see which slips are available.	\$99.90	1	-\$99.90	\$0.00
Molo Messaging This covers the cost of a local phone number in your area code, unlimited users, unlimited conversations, and unlimited files. \$0.10 per text message and \$0.20 per multimedia message (photos and videos).	\$490.00	1	-\$490.00	\$0.00
Riverfront Marina				
Single Space Price for each single wet slip, mooring, dry rack, etc. per month.	\$30.00	101	\$0.00	\$3,030.00
Molo Map, Yearly The Molo Map allows you to see a birds-eye view of your marina helping you keep tabs on occupancy, arrivals, and departures. You can even do quick availability checks using just arrival, departure, and vessel dimensions to visually see which slips are available.	\$99.90	1	-\$99.90	\$0.00

Molo Messaging This covers the cost of a local phone number in your area code, unlimited users, unlimited conversations, and unlimited files. \$0.10 per text message and \$0.20 per multimedia message (photos and videos).	\$490.00	1	-\$490.00	\$0.00
Getting Started				
Onboarding & Implementation Set-up and Configuration, Training	\$1,000.00	1	-\$750.00	\$250.00

Total **\$10,480.00**

Notes on Molo Subscription Pricing

1. A monthly minimum of \$299 / month applies when subscribing on a monthly basis. This price covers either (i) marinas with up to 100 spaces or (ii) a single service department, but not both. In the event that both apply, your monthly minimum shall be \$598 / month. This minimum does not include accounting integration with Xero.
2. Monthly subscribers may cancel effective only after three subscription payments have been paid. There will be no refunds of subscription fees paid. Annual subscribers that opt to cancel during their 12 month term forfeit their subscription prepayment. There will be no refunds of POS Hardware purchased during either the monthly or annual subscription term.
3. An annual minimum of \$2,990 / year applies when paying a subscription on an annual basis. This price covers either (i) marinas with up to 100 spaces or (ii) a single service department, but not both. In the event that both apply, your monthly minimum shall be \$5980 / year. This minimum does not include Xero.
4. Your price is based on the number of spaces and their dimensions that are built in Molo. When dimensions are used to calculate pricing, the "Maximum" dimension entered into Molo is utilized. If dimensions are increased or spaces added when paying yearly, you are charged for the prorated remaining portion of the year at the moment the slip dimensions or space counts are changed.
5. If dimensions are decreased or spaces removed during an annual contract, no refund is provided.
6. Pricing is calculated based on preliminary dock layouts provided during the quote process. As layouts change during implementation or at any point during the usage of Molo, subscription pricing will be adjusted to match. Amounts will be charged retroactively to the start of the subscription period if space counts are increased during the implementation period.
7. Annual billing renewal occurs automatically on each annual anniversary after this agreement is executed, unless 30 days prior written notice of termination is received. All subscriptions are subject to a 3% increase to each subscription service item. Upon renewal your pre-existing spaces and dimensions are utilized to calculate the yearly price unless they are removed by you from Molo prior to renewal.
8. All prices are in U.S. Dollars.
9. Billing for Molo starts the day the contract is executed and will continue for the term of this agreement.
10. Payment processing is subject to credit card processing and ACH processing fees which are separate from E-Transaction Center Fees.
11. Molo/Stellar endeavors to tailor its services to the unique aspects of each of its customer's operations, taking into account the size of operations, term of the agreement and other considerations that Molo/Stellar deems relevant. In connection therewith, while we endeavor

to accommodate customer feedback and requests, particularly with respect to custom development, we cannot guarantee the ability to implement any specific feedback outside the scope of our standard service offerings.

Notes on Service Module Pricing (Only applicable for businesses who use Molo Service Management.)

1. The Molo Service Module Pricing is only activated if the service tools are utilized. This includes **Job Templates, Estimates, and Work Orders.**

E-Transaction Center

The E-Transaction Center allows customers to pay invoices from their smartphone, tablet, or computer. For reservations, customers can even **sign their contract online** and pay a predefined deposit amount.

With one click you can send email invoices or statements to quickly chase down Accounts Receivable (AR).

E-Transaction Center fees apply only when a customer signs their contract online or pays an invoice using the **Pay Online Now** button in Molo emails.

Note: If you take payment face-to-face, via phone, with a stored card, or using our automatic charging feature, **you will never pay Molo any transaction fees** above and beyond normal payment (credit card and ACH) processing rates (which apply whether or not the E-Transaction Center is used)

In short, if you are taking the payment and doing the work independent of the E-Transaction Center, we don't charge any of the below E-Transaction Center fees.

Transaction Amount	Percent Fee
\$0 - 4,999	1.99%
\$5,000 - 9,999	1.49%
\$10,000 - 19,999	0.99%
\$20,000 and Up	0.49%

Billing is done by applying the percent to each transaction in its relevant bracket and summing those transaction fees. Fees are billed twice monthly from your payment method on file.

Molo Setup and Configuration

Molo offers a flexible setup and configuration options for each new marina customer.

Our implementation setup is \$1000 and includes:

1. Up to 75 seasonal or transient rates
2. Up to 750 inventory items
3. Professionally designed clickable map
4. Up to 1000 customer contact Records

We can provide a quote if an additional setup is necessary.

Recurring Payment Authorization

I, _____, as an authorized signor of the payment method used here within
for _____ authorize Molo, Inc. to charge my payment
method starting on the _____ for my usage of Molo, associated fees,
and hardware order detailed in this document.

This payment authorization is valid and to remain in effect unless an authorized representative of the above mentioned corporation notifies Molo of its cancellation by sending written notice or email to the contact information below.

Signature

Date

Email for Notification: billing@getmolo.com

Mailing Address for Notification:

Molo, Inc.
10900 Research Blvd Ste 160C PMB 3099
Austin, TX 78759

**CITY OF SHEBOYGAN
RESOLUTION 75-24-25
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 10, 2024.

A RESOLUTION allowing ZWILLING Airstream to be parked in front of Relish Kitchen Store at 811 North 8th Street on October 5, 2024.

WHEREAS, Sec. 48-157 states that “no person shall place any goods, wares, merchandise or any other article for sale or exhibition upon any sidewalk, city property or city right-of-way,” but provides for waiver of said prohibition “to permit the display and sale of merchandise on sidewalks which are sanctioned by the common council and approved by an appropriate resolution;” and

WHEREAS, Relish Kitchen Store is hosting “ZWILLINGfest”, a sales event featuring Knife Skills classes taught by a Zwilling chef and a ZWILLING airstream displaying and selling merchandise; and

WHEREAS, Relish Kitchen Store is requesting waiver of the provisions of Sec. 48-157 so as to allow the display and sale of merchandise on the city right-of-way directly in front of the store; and

WHEREAS, Relish Kitchen Store agrees to work with City Transit to secure parking permissions during the event; and

WHEREAS, Relish Kitchen Store has provided the necessary insurance for the event.

NOW, THEREFORE, BE IT RESOLVED: That Relish Kitchen Store is granted permission to have place goods, wares, merchandise, or other articles for sale or exhibition within the ZWILLING Airstream parked on city right-of-way in front of its N. 8th Street storefront on October 5, 2024.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

To: Meredith DeBruin, City Clerk
828 Center Avenue, Suite 103
Sheboygan, WI 53081

From: Jane Davis-Wood, President
Sara Woosencraft, Vice President
Relish Kitchen Store
811 North 8th Street
Sheboygan, WI 53081

Re: Special Event on Saturday, October 5, 2024

Dear Ms. DeBruin:

We write to inform the Common Council of an exciting event planned at Relish Kitchen Store, 811 North 8th Street, on Saturday, October 5, 2024. The ZWILLING Airstream tour is visiting Sheboygan.

Zwilling J.A. Henckels, one of the world's most recognized cutlery and cookware companies, has put their outstanding array of high-quality products on a trek across the country, and has selected Relish Kitchen Store as one of their final tour stops of 2024. The Airstream brings Zwilling's family of brands up close and personal to consumers, with interactive product exhibits, question-and-answer sessions with Zwilling experts, and engaging demonstrations.

To support this event, Relish is kicking off a one-month sales event called ZWILLINGfest, with tremendous Black Friday level pricing on select products. We will also have Knife Skills classes taught by a visiting ZWILLING chef, gourmet food sampling, door prizes and other special treats.

The ZWILLING Airstream will be parked in front of Relish Kitchen Store on Saturday, October 5th beginning at 8:00 a.m. Thank you for confirming with the City Attorney on June 25th that he does not require us to apply for a Special Event permit. You'll recall this event was initially approved by the Council to be July 27, 2024, but was postponed because of a traffic incident with the Airstream that occurred as they were traveling to Wisconsin.

All are welcome to attend this event.

Thank you,
Jane and Sara

Enclosure:
Certificate of Insurance – Relish Kitchen Store

ZWILLING Airstream photos



