



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

September 12, 2022 at 5:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

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

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

OPENING OF MEETING

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

MINUTES

5. Approval of Minutes - August 22, 2022

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 29-22-23 / July 5, 2022: Submitting a claim from Amy E. Hanten for alleged damages to her vehicle from newly painted middle yellow line.
7. R. O. No. 49-22-23 / August 1, 2022: Submitting a claim from Brandon L. Parker for alleged damages to his vehicle when a City of Sheboygan tree fell on it.
8. R. O. No. 53-22-23 / August 15, 2022: Submitting a claim from Kong Vue for alleged damages to vehicle when a tree branch fell on it.
9. Res. No. 57-22-23 / September 6, 2022: A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Scott's Excavating, Inc. for the demolition and associated site restoration of the structures located at 2535-2601 North 15th Street (former Jakum's Hall) so as to prepare the site to be offered for future development.
10. Res. No. 60-22-23 / September 6, 2022: A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

- [11.](#) Res. No. 61-22-23 / September 6, 2022: A RESOLUTION authorizing the Purchasing Agent to issue a purchase order to Transportation Equipment Sales Corporation (TESCO) for the purchase of six (6) paratransit buses for the Shoreline Metro-Metro Connection Paratransit Bus Fleet.
- [12.](#) Res. No. 64-22-23 / September 6, 2022: A RESOLUTION authorizing entering into a contract with Key Benefit Concepts for an updated actuarial valuation of Other Post-Employment Benefits (OPEB) liability.
- [13.](#) Res. No. 66-22-23 / September 6, 2022: A RESOLUTION authorizing a budget adjustment and appropriation in the 2022 budget regarding the implementation of the updated pay scale for non-represented employees.

ITEMS FOR DISCUSSION ONLY

14. Hiring Process Update - Human Resources Department

DATE OF NEXT REGULAR MEETING

15. Next Meeting Date - September 26, 2022

ADJOURN

16. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 29-22-23 submitting a claim from Amy Hanten for alleged vehicle damage from wet paint lines on roadway.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: September 2, 2022

MEETING DATE: September 12, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 29-22-23 is a claim from Amy Hanten to repair damages to her vehicle after driving over wet paint lines on New Jersey Avenue and South Water Street. Claimant alleged that large quantities of paint were dispersed without proper signage or safety cones. DPW staff confirmed that proper procedures were followed, and it was proven that the claimant drove through the wet paint lines three separate times, totaling 238 feet. There was no negligence by the City of Sheboygan.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, have denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 29-22-23

ATTACHMENTS:

- I. R.O. No. 29-22-23

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

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

CITY CLERK

DATE RECEIVED 6-22-22

RECEIVED BY MKC

CLAIM NO. 6-22

Item 6.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 22 2022

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Amy E. Harten
2. Home address of Claimant: 730 S. 8th St. #504 Sheboygan, WI 53081
3. Home phone number: 920-716-7930
4. Business address and phone number of Claimant: SAME
5. When did damage or injury occur? (date, time of day) 06/15/22 approx 7:30 AM
6. Where did damage or injury occur? (give full description) Exiting High Pointe Apartment South Parking garage - making right hand turn travelling west on New Jersey Avenue
7. How did damage or injury occur? (give full description) While immediately exiting my parking garage and travelling west on New Jersey Ave, ran over a newly dropped puddle of paint on middle yellow line, no cones or warning signs on truck.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: Paint crew - city lines
 - (b) Claimant's statement of the basis of such liability: No warning, No crew scene at my exiting of garage until I travelled North on Water Street
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: See above
 - (b) Claimant's statement of basis for such liability: See above

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

Item 6.

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

11. Name and address of any other person injured:

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

Auto: \$ 422.00

Property: \$

Personal injury: \$

Other: (Specify below) \$

TOTAL \$ 422.00

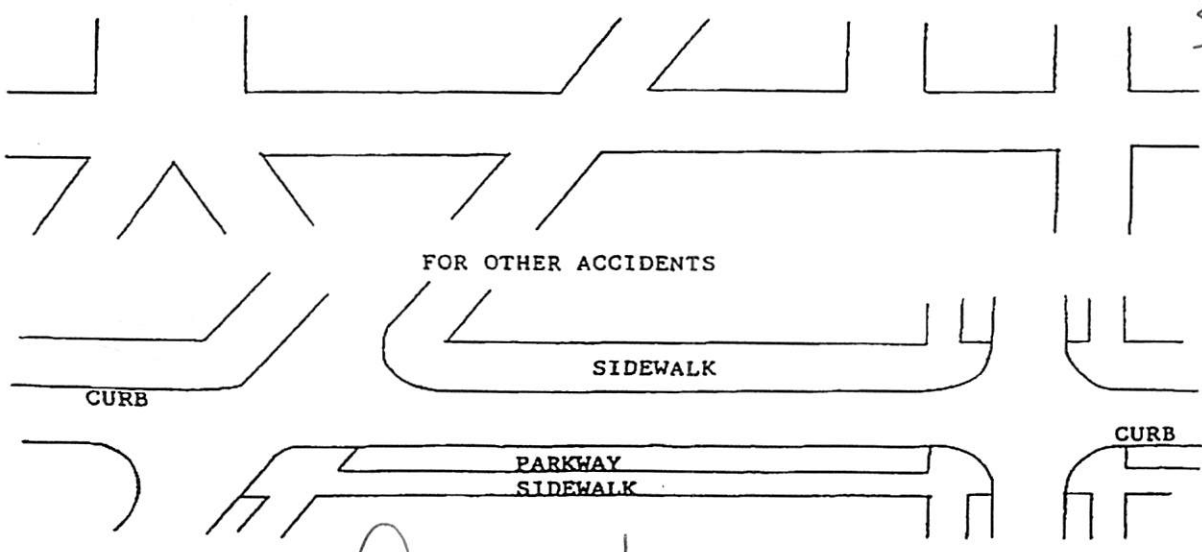
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals:

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

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



See Back
of
page 7

SIGNATURE OF CLAIMANT

Amylee

DATE

6/20/22



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

DATE RECEIVED _____

RECEIVED BY _____

Item 6.

CLAIM NO. _____

CLAIM

Claimant's Name: Amy Hanten

Auto \$ 422.00

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

Property \$ _____

Sheboygan, WI 53081

Personal Injury \$ _____

Claimant's Phone No. 920 716-7930

Other (Specify below) \$ _____

TOTAL \$ 422.00

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

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

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

SIGNED

DATE:

ADDRESS:

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

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

Invoice #2080

Page:1

Hanten, Amy

Phone: 920-716-7930

Service Writer : MGR

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

VIN : YV4A22PLXJ1192868

Fleet #/Driver:

Tag/State : AKU3142/WI

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

Color : Black

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

Labor/Notes

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

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

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

Sales Tax Default Rule @ 5.5% \$22.00

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

Technician Code Certification #

69

Approvals

Date & Time Total Amount Authorized By Method Employee

ATTENTION:

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

THANK YOU FOR YOUR BUSINESS!!

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

*** PRELIMINARY ESTIMATE ***

06/15/2022 01:43 PM

Owner

Owner: AMY HANTEN
Address:

Cell: (920)716-7930

Inspection

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

Inspection Type:

Repairer

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

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

Target Complete Date/Time:

Days To Repair: 3

Vehicle

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

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

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

Options

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

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

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

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

Damages

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

Estimate Total & Entries

OEM Parts	\$246.33	
Other Parts	\$25.00	
Parts & Material Total		\$271.33
Tax on Parts & Material	@ 5.500%	\$14.92

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$65.00	1.5	6.5	8.0	\$520.00	
Mech/Elec (ME)	\$90.00					
Frame (FR)	\$80.00					
Refinish (RF)	\$65.00					
Labor Total				8.0 Hours		\$520.00
Tax on Labor		@ 5.500%			\$28.60	
Gross Total						\$834.85
Net Total						\$834.85

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

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

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



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

*** PRELIMINARY ESTIMATE ***

06/15/2022 02:11 PM

Owner

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

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

Inspection

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

Inspection Type:

Repairer

Repairer: Georgia Ave Body Shop
Address: 1819 Georgia ave

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

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

Target Complete Date/Time:

Days To Repair: 15

Vehicle

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

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

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

Options - AudaVIN Information Received

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

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

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

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

AudaVIN options are listed in bold-italic fonts

Damages

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

				2.3 Surface					
				0.5 Two-stage					
14	E	237	01	Mldg,Front Door Lower LT	398429696	\$148.84	INC	SM	
15	L	237		Mldg,Front Door Lower LT	Refinish		0.7	RF	
				0.6 Surface					
				0.1 Two-stage					
16	N	2064		Front Door O/H LT	Additional Labor		5.4	SM	
17	L	225		Housing,Mirror Outer LT	Refinish		0.2	RF	
				0.2 Surface					
18	L	233		Cover,Frt Door Mirror LT	Refinish		0.4	RF	
				0.3 Surface					
				0.1 Two-stage					
19	RI	233		Cover,Frt Door Mirror LT	R & I Assembly		0.1	SM	
Rear Doors									
20	N	2066		Rear Door O/H LT	Additional Labor		5.0	SM	
21	L	287		Door Shell,Rear LT	Refinish		2.5	RF	
				2.1 Surface					
				0.4 Two-stage					
22	E	325	01	Mldg,Rear Door Lower LT	398430215	\$148.84	INC	SM	
23	L	325		Mldg,Rear Door Lower LT	Refinish		0.6	RF	
				0.5 Surface					
				0.1 Two-stage					
Quarter And Rocker Panel									
24	L	494		Pillar,Windshield LT	Refinish		0.5	RF	
				0.5 Surface					
				INC Two-stage					
25	L	389		Panel,Quarter LT	Refinish		2.2	RF	
				2.1 Surface					
				0.1 Two-stage					
Rear Bumper									
26	N	829		RR Bumper Cvr Overhaul	Additional Labor		2.6	SM	
27	L	566		Cover,Rear Bumper Up	Refinish		2.4	RF	
				2.0 Surface					
				0.4 Two-stage					
Rear Body, Lamps And Floor Pan									
28	RI	533		Taillamp Assembly LT	R & I Assembly		1.3	SM	
Manual Entries									
29	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*		SM	
30	N			CLEANUP AND RETAPE	Additional Labor	\$12.00*	0.5*	SM	
31	N			CAR COVER VAN OR TRUCK	Additional Labor	\$15.00*		SM	
32	I			WET SAND ALL ROAD PAINT O	Repair		10.0*	SM*	
				>> WET SAND OFF ROAD PAINT					
32 Items									
				MC	Message				
				01	CALL DEALER FOR EXACT PART # / PRICE				
				13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE				

Estimate Total & Entries

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

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



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

Audatex Estimating 8.1.325 Update 7 ES 06/15/2022 02:22 PM REL 8.1.325 Update 7 DT 05/01/2022 DB 06/08/2022
State Disclosure:WI
© 2022 Audatex North America, Inc.

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


Op Codes

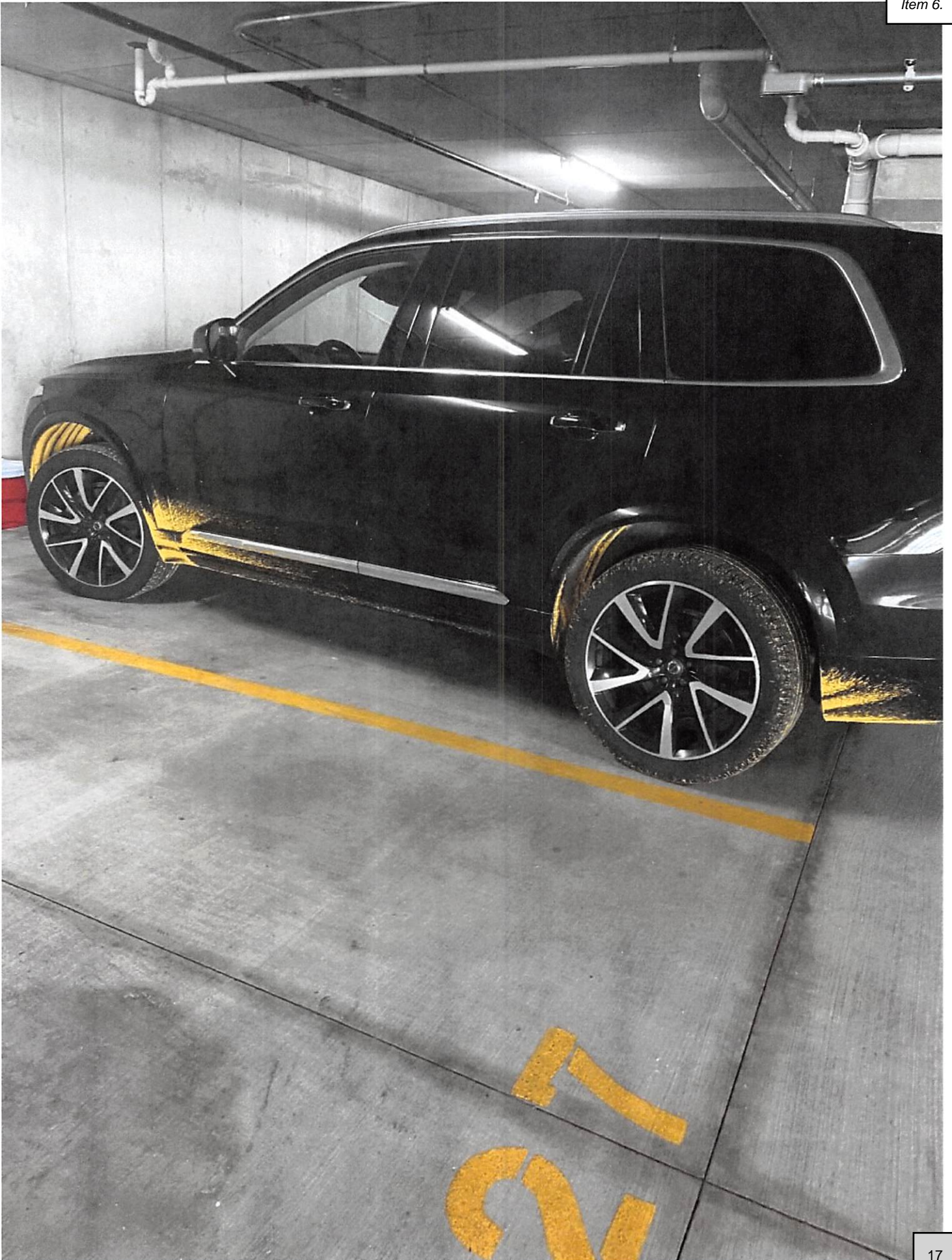
* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace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

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Sent from my iPhone



garage
exit -
Ran over paint
no ~~more~~ trucks
present



CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 49-22-23 submitting a claim from Brandon Parker for alleged vehicle damage when a tree branch fell on it.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: September 7, 2022

MEETING DATE: September 12, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 49-22-23 is a claim from Brandon Parker to repair damages to his vehicle after a tree branch fell. Claimant alleged that with every storm, pieces of the tree continue to break off. DPW staff confirmed that the incident was wind related and unpredictable. There was no negligence by the City of Sheboygan.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, have denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 49-22-23

ATTACHMENTS:

- I. R.O. No. 49-22-23

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

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

CITY CLERK

DATE RECEIVED

07/12/2022

RECEIVED BY

MKC

CLAIM NO.

11-22

Item 7.

JUL 19 2022

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

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

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

Item 7.

Driver side Fender, hood, headlight

11. Name and address of any other person injured:

NO ONE WAS INJURED

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

Auto:

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

Property:

\$ _____

Personal injury:

\$ _____

Other: (Specify below)

\$ _____

TOTAL

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

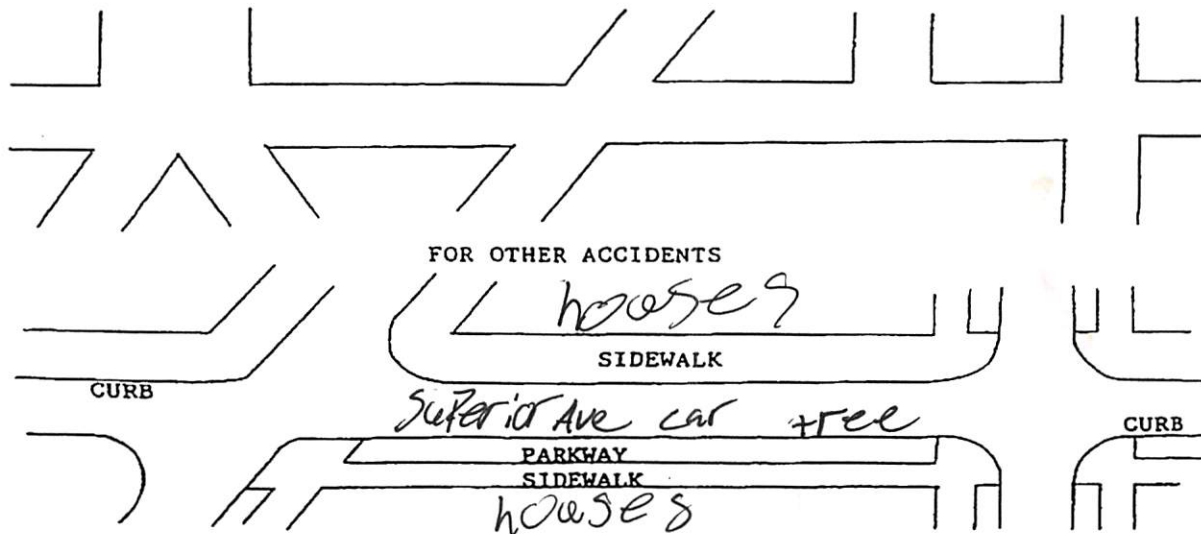
Damaged vehicle (if applicable)

Make: PONTIAC Model: GRANDAM Year: 1996 Mileage: 89,899

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

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

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



SIGNATURE OF CLAIMANT

Brendon Parker

DATE

07/11/2022

DATE RECEIVED _____

RECEIVED BY _____

Item 7.

CLAIM NO. _____

CLAIM

Claimant's Name:

Brandon L Parker

Auto

\$ 4,084.89

Claimant's Address:

1028 A Superior Ave, Sheboygan WI 53081

Property

\$ _____

Personal Injury

\$ _____

Claimant's Phone No.

(920) 627-5113

Other (Specify below) \$ _____

TOTAL \$ 4,084.89

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

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

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

SIGNED

Brandon Parker

DATE:

07/19/2022

ADDRESS: 1028 A Superior Ave, Sheboygan WI 53081

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

**SHEBOYGAN CHEVROLET BUICK
GMC CADILLAC**

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

Workfile ID: 40
PartsShare: 6S3BhD
Federal ID: 83-0747810

Item 7.

Preliminary Estimate

Customer: PARKER, BRANDON

Job Number:

Written By: Scott Stolper

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

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
PARKER, BRANDON

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

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

Insurance Company:

VEHICLE

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

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

TRANSMISSION

Overdrive
5 Speed Transmission

POWER

Power Steering
Power Brakes
Power Locks

DECOR

Dual Mirrors

Body Side Moldings

Tinted Glass
Console/Storage
Overhead Console

RADIO

AM Radio
FM Radio
Stereo
Search/Seek

SAFETY

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

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Power Trunk/Liftgate

Get live updates at www.carwise.com/e/4hZBRL

Preliminary Estimate

Item 7.

Customer: PARKER, BRANDON

Job Number:

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

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

Preliminary Estimate

Item 7.

Customer: PARKER, BRANDON

Job Number:

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

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

ESTIMATE TOTALS

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

MyPriceLink Estimate ID / Quote ID:

978697756208013312 / 108822083

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

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

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

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

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

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

Preliminary Estimate

Item 7.

Customer: PARKER, BRANDON

Job Number:

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

ALTERNATE PARTS USAGE

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

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

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

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

*** PRELIMINARY ESTIMATE ***

07/12/2022 01:36 PM

Owner

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

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

Inspection

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

Inspection Type:
 Secondary Impact: Right Side

Contact: James Miller

Repairer

Repairer: Georgia Ave Body Shop
 Address: 1819 Georgia ave

Contact: GEORGIA AVENUE

Work/Day: (920)458-3272

FAX: (920)458-3284

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

Work/Day:

Target Complete Date/Time:

Days To Repair: 8

Vehicle

OEM Part Price Quote ID: ****

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

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

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

Options

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

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

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

Damages

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

Stripes And Mouldings

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

Front End Panel And Lamps

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

Front Body And Windshield

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

Front Doors

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

Manual Entries

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

MC Message

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

Estimate Total & Entries

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

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$65.00	6.6	7.4	14.0	\$910.00
Mech/Elec (ME)	\$90.00				
Frame (FR)	\$80.00				
Refinish (RF)	\$65.00	10.9		10.9	\$708.50

Labor Total	24.9 Hours	\$1,618.50
-------------	------------	------------

Tax on Labor	@ 5.500%	\$89.02	
Gross Total			\$2,678.38
Net Total			\$2,678.38

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

Audatex Estimating 8.1.325 Update 7 ES 07/12/2022 01:42 PM REL 8.1.325 Update 7 DT 05/01/2022 DB 07/08/2022
State Disclosure:WI
© 2022 Audatex North America, Inc.

2.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

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



Audatex

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North America, Inc. All rights reserved.



CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 53-22-23 submitting a claim from Kong Vue for alleged vehicle damage when a tree branch fell on it.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: September 7, 2022

MEETING DATE: September 12, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 53-22-23 is a claim from Kong Vue to repair damages to his vehicle after a tree branch fell. DPW staff confirmed that the tree in question was healthy, and the incident was wind related and unpredictable. There was no negligence by the City of Sheboygan.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, have denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 53-22-23

ATTACHMENTS:

- I. R.O. No. 53-22-23

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

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

CITY CLERK

DATE RECEIVED

8-5-22

RECEIVED BY

MUC

Item 8.

CLAIM NO.

12-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 05 2022

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Kong Vhe
2. Home address of Claimant: 2410 Silver Leaf Ln
3. Home phone number: 920-889-0861
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) July 20th, 2022 @ 2pm
6. Where did damage or injury occur? (give full description) The front half of car, scratch, dent on front of car, chip on windshield
7. How did damage or injury occur? (give full description) Windy day, tree broke in half landed on car and blocked the street
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

Item 8.

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

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

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

Auto: \$ 2,302.27

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ _____

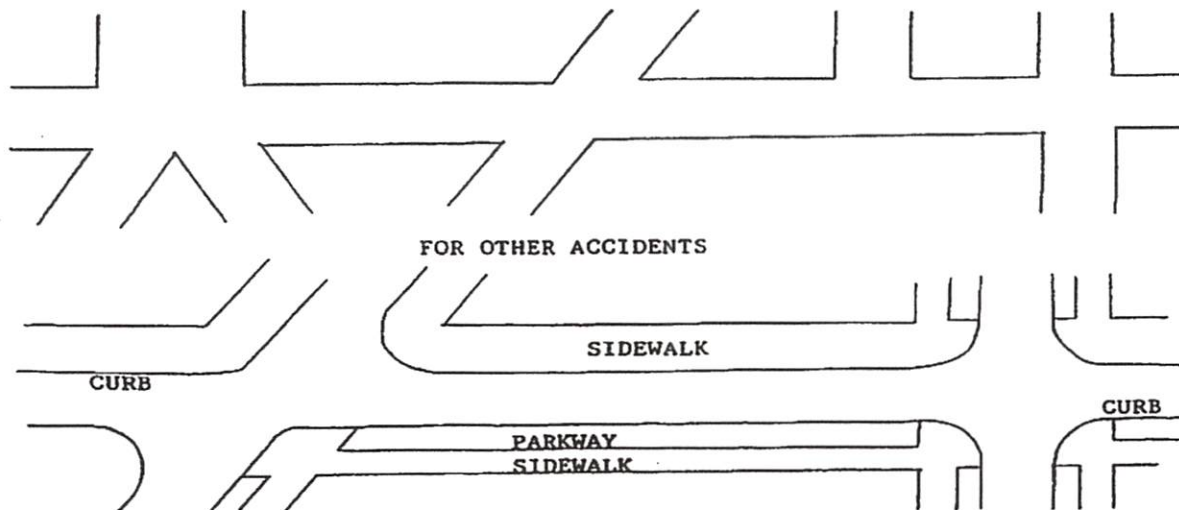
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



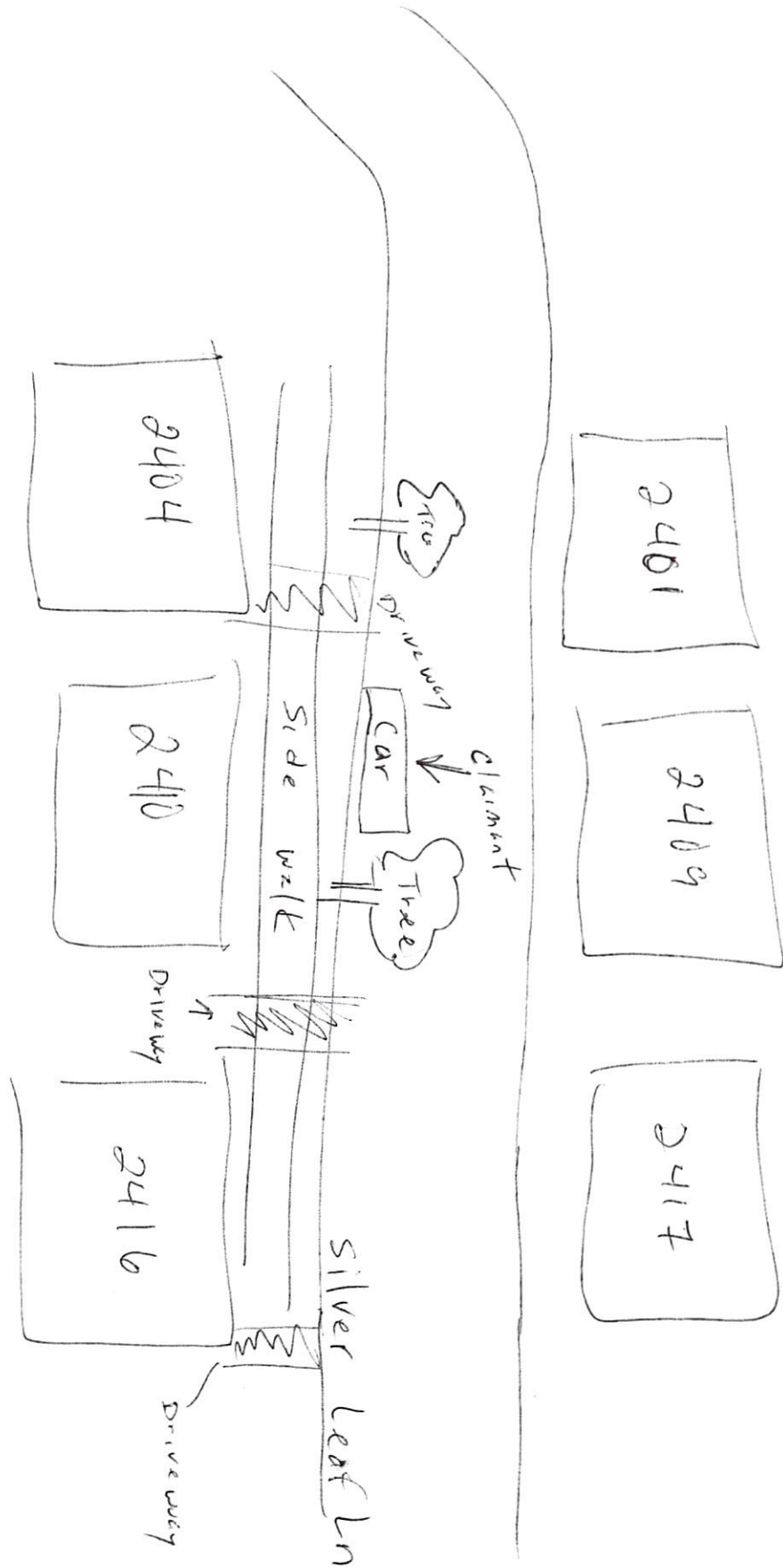
SIGNATURE OF CLAIMANT

[Signature]

DATE

8-4-22

South



North

DATE RECEIVED _____

RECEIVED BY _____

Item 8.

CLAIM NO. _____

CLAIM

Claimant's Name: _____	Auto	\$ _____
Claimant's Address: _____	Property	\$ _____
_____	Personal Injury	\$ _____
Claimant's Phone No. _____	Other (Specify below)	\$ _____
	TOTAL	\$ _____

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

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

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

SIGNED _____

DATE: _____

ADDRESS: _____

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



VAN HORN COLLISION CENTER OF SHEBOYGAN

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

Workfile ID: 09d4101
PartsShare: 6TjW9C
Federal ID: 46-4704899

Item 8.

Preliminary Estimate

Customer: LEE, VA

Job Number:

Written By: RENE LANGLOIS

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

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
LEE, VA

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

Insurance Company:
STATE FARM INSURANCE COMPANIES

STATE FARM - WI
MIDDLETON

VEHICLE

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

VIN: 19XFB2F87CE075299
License: AKP-4408
State: WI

Interior Color:
Exterior Color: BLACK
Production Date: 6/2012

Mileage In: 143,137
Mileage Out:
Condition:

Vehicle Out:

Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Console/Storage

CONVENIENCE

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

RADIO

AM Radio
FM Radio

Stereo
Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

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

ROOF

Electric Glass Sunroof

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
Power Trunk/Liftgate

Preliminary Estimate

Item 8.

Customer: LEE, VA

Job Number:

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

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

Preliminary Estimate

Item 8.

Customer: LEE, VA**Job Number:**

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

ESTIMATE TOTALS

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

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

**SHEBOYGAN CHEVROLET BUICK
GMC CADILLAC**

3400 S BUSINESS DR, SHEBOYGAN, WI 53081

Phone: (920) 459-6855

FAX: (920) 459-6286

Workfile ID:

PartsShare:

Federal ID:

42 **Item 8.**

6SyCys

83-0747810

Preliminary Estimate

Customer: VUE, KONG

Job Number:

Written By: Jeff Wiegand

Insured: VUE, KONG

Type of Loss:

Point of Impact: 12 Front

Policy #:

Date of Loss:

Claim #:

Days to Repair: 0

Owner:

VUE, KONG

2410 SILVER LEAF LN

SHEBOYGAN, WI 53083

(920) 889-0861 Cell

Inspection Location:

SHEBOYGAN CHEVROLET BUICK GMC
CADILLAC

3400 S BUSINESS DR

SHEBOYGAN, WI 53081

Repair Facility

(920) 459-6855 Business

Insurance Company:

VEHICLE

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

VIN: 19XFB2F87CE075299

License: AKP4408

State: WI

Interior Color:

Exterior Color: CRYSTAL BLACK PEARL

Production Date: 6/2012

Mileage In: 142,933

Mileage Out:

Condition:

Vehicle Out:

Job #:

TRANSMISSION

Automatic Transmission

Overdrive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

ROOF

Electric Glass Sunroof

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Liftgate

Get live updates at www.carwise.com/e/4ihw5m

Preliminary Estimate

Item 8.

Customer: VUE, KONG

Job Number:

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

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

ESTIMATE TOTALS

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

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

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

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

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

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

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

Customer: VUE, KONG

Job Number:

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

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

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

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

Preliminary Estimate

Item 8.

Customer: VUE, KONG

Job Number:

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

PARTS SUPPLIER LIST

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

Preliminary Estimate

Item 8.

Customer: VUE, KONG

Job Number:

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

ALTERNATE PARTS USAGE

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

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

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No.57- 22-23 by Alderperson(s) Mitchell and Filicky-Peneski to authorize the appropriate City Officials to enter into contract for the demolition and associated site restoration of the commercial structures located at 2601 North 15th Street.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: August 18, 2022

MEETING DATE: September 12, 2022

FISCAL SUMMARY:

Budget Line Item:	202000-531100
Budget Summary:	Federal Grants- Contracted Services
Budgeted Expenditure:	\$ 110,000
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The City of Sheboygan purchased this commercial property located at 2601 N. 15th Street with the intention of clearing the site to make the real estate available for future development. Over the past several months the City has taken actions necessary to prepare the buildings for demolition including the removal of asbestos. City Staff issued Request for Bids # 2015-22 for demolition of the buildings and sub-grade foundations and restoration of the site. The City has the ability to use American Rescue Plan (ARPA) funding for this project.

STAFF COMMENTS:

Sealed bids were received and opened on August 16, 2022. The low bid, submitted by Scotts Excavating of Sheboygan Falls has been determined to include all of the necessary work to complete the demolition and site restoration. In addition, the vendor has been vetted to assure eligibility to participate in projects utilizing federal funding. Following site restoration, the City plans to offer the site for development for use as multi-family, moderate income housing.

ACTION REQUESTED:

A Motion to recommend that the Council approve Resolution # 57-22-23 to authorize the appropriate City Officials to enter into contract with Scott's Excavating, Inc. in the amount of \$ 86,200.00 for the demolition and disposal of the structures and related restoration of the site so as to prepare it for future development by others.

ATTACHMENTS:

- I. Res # 57 -22-23

III

Res. No. 57 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
September 6, 2022.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Scott's Excavating, Inc. for the demolition and associated site restoration of the structures located at 2535-2601 North 15th Street (former Jakum's Hall) so as to prepare the site to be offered for future development.

WHEREAS, the City desires to demolish the structures located at 2535-2601 North 15th Street to improve the appearance of the North 15th Street corridor and to prepare the site for future development ("project"); and

WHEREAS, the City has taken the necessary steps to prepare the building for demolition including asbestos and lead abatement and utility disconnect; and

WHEREAS, the City issued a Request for Bids for the provision of the demolition and site restoration services from qualified contractors for the project; and

WHEREAS, Scott's Excavating, Inc. has provided the low bid in the amount of \$86,200.00; and

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

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into a contract with Scott's Excavating, Inc. for the Work in substantially similar terms as the attached contract.

FHP

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

Account No. 202000-531100 (Federal Grants	\$86,200.00
Contracted Services)	

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND SCOTT’S EXCAVATING,
INC. FOR THE DEMOLITION OF STRUCTURES AND ASSOCIATED SITE
RESTORATION OF THE BUILDINGS LOCATED AT 2535 TO 2601 N. 15th STREET

This Agreement (“Agreement”) is made and entered into effective this ____th day of _____, 2022 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Scott’s Excavating Inc. (“Contractor”).

WITNESSETH:

WHEREAS, the City owns the structure and real property located at 2535 to 2601 North 15th Street, Sheboygan, Parcel ID No. 59281718350 (the “Property”); and

WHEREAS, the Property has become dilapidated such that the City desires to demolish the structure, including footings and foundations, and to restore the site to an erosion- and dust-free condition in order to prepare the Property for future affordable housing development of; and

WHEREAS, the City issued Request for Bids # 2015-22 to obtain bids from qualified providers of demolition and site restoration services (“Services”); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor (“Bid”) is the lowest responsive and responsible bid for the Services; and

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

NOW, THEREFORE, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall perform all work as specified in Exhibit 1 (the “Services”).

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

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services. Contractor will need to plan the work in advance of mobilization and coordinate with the City’s Representative. The public rights-of-way impacted by the project shall remain open to traffic during the project.

Article 2. Standard of Care

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

Contractor shall be responsible to repair any damage incurred during the Services.

The materials installed as a result of this Agreement shall be fully warranted against defects by the Contractor for one (1) year from date of final acceptance. Upon receipt of notice of defect from the City, the Contractor shall promptly correct or replace any and all materials or workmanship found to be defective. All manufacturer’s warranties shall also apply and be honored by Contractor.

Article 3. City’s Representative

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

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

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$86,200.00 (“Contract Amount”). Upon completion of Services, Contractor shall submit an invoice to the City. Unless additional services are added to the Services, pursuant to the process set forth in this Agreement, in no event shall the invoiced amount exceed the “not to exceed” amount. The invoice shall be sent to:

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

Payment will be remitted to Contractor within forty-five (45) days of invoice receipt. Additional services not set forth in Exhibit 1, or changes in the Services must be approved by the City, in writing, prior to such work being performed, or expenses incurred. The City shall not make payment for unauthorized work or expenses.

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

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

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

Article 5. Appropriation of Funds

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

Article 6. Performance and Payment Bond

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

Article 7. Schedule

Contractor may commence work as soon as this Agreement has been fully executed, the Contractor has completed all conditions precedent to beginning the Services, and the City has provided Contractor with a Notice to Proceed. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays without prior approval from the City's Representative. Contractor shall complete the services within 120 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline").

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services /

project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of Two Hundred and 50/100 Dollars (\$250.00) per calendar day. This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work. Permitting Contractor to continue and finish the Services or any portion of the Services after the time set forth in the Schedule shall in no way be construed as a waiver on the City's part of any rights under this Agreement.

Article 9. Workmanship and Quality of Materials

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

Article 10. Safety Requirements

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

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

Article 11. Open Records

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

Article 12. Termination

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

event the City terminates this Agreement prior to when a Notice to Proceed is issued, the City shall have no liability to Contractor.

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

Article 13. Default

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

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

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

Article 14. Identity of Contractor

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

Article 15. Independent Contractor Status

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

Article 16. Indemnification

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

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

Contractor shall further hold the City, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

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

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

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require

any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

The proof of insurance must contain an original signature.

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

Article 18. Conflict of Interest

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

Article 19. Waiver

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

Article 20. Severability

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

Article 21. Assignment

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

Article 22. Third Party Rights

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

Article 23. Governing Law and Venue

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

Article 24. Non-Discrimination

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

Article 25. Compliance with Laws

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

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

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

Article 26. Notices

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

City:**Contractor:**

City Clerk		Scott's Excavating, Inc.
City of Sheboygan		W3234 County Rd. J
828 Center Ave.		Sheboygan Falls, WI 53085
Sheboygan, Wisconsin 53083		

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

Article 27. Intent to be Bound

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

Article 28. Force Majeure

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

Article 29. Integration and Modification

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

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. All Other Submittals by Contractor
4. The Performance and Payment Bonds
5. Federal Terms and Conditions Addendum

(collectively "the Contract").

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

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

Article 30. Non-Collusion

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

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

Article 31. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Guaranteed Delivery. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority,

and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

6. Intent of Contract Documents.

- a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
- b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

Article 33. Incorporation of Required Clauses and Conditions

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

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

CITY OF SHEBOYGAN, WISCONSIN

SCOTT'S EXCAVATING, INC.

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

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



2533 to 2601 North 15th Street, Sheboygan WI 53081

This project is funded through ARPA (American Rescue Plan Act) funding.

**CITY OF SHEBOYGAN
DEMOLITION OF COMMERCIAL STRUCTURE
REQUEST FOR BIDS # 2015-22**

Bids will be received by the City of Sheboygan Purchasing Agent until 1:00 p.m. Local Time, **Tuesday August 16, 2022** for the complete demolition and associated site restoration of a commercial property located at 2601 North 15thth Street, Sheboygan WI

In order to be considered, Sealed bids on approved forms, are to be received no later than the date and time above in the office of the Purchasing Agent, City of Sheboygan City Hall, 828 Center Avenue, Sheboygan, WI 53081.

A single contract will be awarded for providing all services as defined.

Detailed specifications may be obtained at no cost by contacting Bernard Rammer, Purchasing Agent at (920) 459-3469 or via email at bernard.rammer@sheboyganwi.gov

In order to be considered, bids must be accompanied by a Bid Bond or Certified check in an amount not less than 5% of the total lump sum bid to act as surety that if awarded the work, the bidder will successfully complete the contract phase.

A Performance and Payment bond in an amount not less than 100% of the lump sum bid amount will be required to be provided to the City of Sheboygan within ten days of receipt of the notice of award. All bids received must remain in effect for not less than 90 days following the due date.

Attention is called to the fact that this project is funded through the American Rescue Plan Act (ARPA) grant. The bidder's attention is also called to the Notice for the Requirement of Affirmative Action to insure Equal Employment Opportunity for employment of women and minorities in the project area. In addition, it is the policy for this project that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funding under this agreement.

Attention of bidders is further called to the fact that the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, sex, religion or national origin. Federal requirements for equal opportunity (Executive Order 11246, Segregated Facilities section 3 and section 109 and the conditions of employment and wage rates to be paid under the contract.

A Mandatory pre-bid conference will be held on **Tuesday July 26, 2022** Beginning at 1:00 PM at the Property. In order to be considered, all bidders must have a representative in attendance at the pre-bid conference.

The successful contractor shall maintain, and furnish a certificate of insurance to the Purchasing Agent for Worker's Compensation Insurance for all workers on this contract, as well as Public Liability and Property Damage Insurance, including Contractors Contingent and Protective Insurance, as will protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from operations under this contract.

The contract document will accompany a City of Sheboygan Purchase Order referencing the terms and conditions of the bid documents.

All bids received shall remain in force for not less than (90) Ninety days following the bid due date.

The City of Sheboygan is exempt from Federal Excise Tax and State Sales Tax. Bids shall be made exclusive of these taxes. Certification will be furnished to the successful bidder upon request.

The City of Sheboygan reserves the right to reject any or all bids, cancel this solicitation, to waive informalities in the bidding process, or to accept any bid considered most advantageous to the City of Sheboygan.

Bernard R. Rammer Purchasing Agent

1.1 GENERAL

- A. The Bidder shall visit and examine the site to acquaint himself with the adjacent areas, means of approach to the site, means of equipment ingress, conditions of actual job site, and facilities for delivering, storing, placing and handling of materials and equipment.
- B. Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the work to be performed.
- C. The Contractor to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to submitting a proposal. The successful Contractor must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility or with any other Contractors.
- D. The Contractor is expected to base his bid price on materials and equipment complying fully with the Contract Drawings and Specifications, and in the event, he names or includes in his bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his contract price.
- E. Contractor must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- F. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Contractor, but also, to any of his subcontractors.

1.2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.

- B. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.
- C. Neither the Owner nor the Engineer will be responsible for oral instructions.

1.3 **BID REQUIREMENTS:**

- A. Each Contractor shall submit only one Bid.
- B. Each Contractor must submit with his Bid, special data, if any, in respect to items of equipment, alternates, or other items which any section of the Contract Document requires to be submitted with each Bid.

1.4 **SUBMISSION OF BIDS**

- A. Sealed bids must be made on the form provided and will be received by the Owner
- B. Each Proposal shall be firmly sealed in an envelope labeled "Bid for Demolition of commercial structures" and delivered to the office designated in the Invitation to Bid.
- C. All proposals are to be made out in accordance with the Instructions and on the Bid Form included in this document.
- D. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.
- E. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.
- F. The list of Subcontractors, if any, will be required to be submitted with the bid and the Bidder shall submit in writing the names of prospective subcontractors and material suppliers for the Owner's approval prior to their employment.

1.5 **WITHDRAWAL OF BIDS**

- A. Bids may be withdrawn by written request received from Bidder or his agent **prior to** the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.
- B. No bid may be withdrawn for a period of 90 days after the day set for the opening thereof.

1.6 PERFORMANCE AND BID BONDS

- A. All bidders will be required to submit a bid bond for 5 percent of the total amount of the bid.
- B. A Performance and Payment Bond, in an amount not less than 100. percent of the contract amount will be required and provided within (10) days of receipt of the notice to proceed.

1.7 NOTICE OF ASBESTOS MATERIALS

- A. Asbestos is known to be present in the area to be impacted by the project. The majority of the Asbestos Containing Materials that are required to be removed prior to standard machine demolition have been already removed by a licensed Asbestos Abatement Contractor.
- B. There are a number of building elements that because of their nature, and the difficulty associated with removing them prior to demolition have not yet been removed from the property. The handling, removal, transportation and disposal of these elements in accordance with WI Dept. of Natural Resources will be the **responsibility of the demolition contractor. SEE BELOW**

1.8 RESERVATIONS

- A. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.

1.9 COMMENCEMENT AND COMPLETION

- A. The successful bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the work within 90 consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued.

The Owner anticipates commencement of work in 3rd Quarter 2022 or as soon as possible following contract ratification.

1.10 POWER OF ATTORNEY

- A. Attorney's-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

PROJECT SUMMARY

This project involves the demolition of the commercial structures including footings, foundations personal property and selective asbestos containing building elements and related structures of the commercial buildings located at 2533-2601 North 15th Street in Sheboygan WI.

Further, the owner will provide the services of a third- party Engineering firm to work with the Contractor to assure that proper compaction of the materials used to backfill the sub-grade areas of the site is achieved in an effort to prepare the site for future development.

The structure was a former Grocery Store/Meat Market a portion of which was later changed into banquet hall. On the second level are two small apartments. There is a partial basement under the structures. It is believed that at some point the main structure was joined to some smaller structures under one roof.

Square Footage is as follows

First Floor/second floor..... 19,803 square Feet

Below Grade: 3,092 square Feet

DIVISION 1 -GENERAL REQUIREMENTS

1.1 PROTECTION OF PERSONS

- A. Work shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

1.2 APPLICATION OF THIS DIVISION OF THE SPECIFICATIONS

- A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.
- B. The Contractor is fully responsible for seeing that no work shown is inadvertently left out.

1.3 INTENT OF CONTRACT DOCUMENTS

- A. The Sections of the Contract Document and the Contract Drawings are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper

execution and completion of the work included in the Contract.

- B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade.
- C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall *govern*.

1.4 SCOPE OF WORK

- A. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work shown or reasonably inferred on the drawings and/or as described in the specifications.

The work as specified, will be paid at a lump sum price, which shall be payment in full for razing, breaking down, and removals; for obtaining all permits; for off-site disposal of razed materials; and for providing all labor, tools and equipment necessary to complete the work and for providing disposal site transaction records in accordance with this request for bid.

Detailed Scope of Work:

- Obtain Demolition Permit
- Locate for Underground Utilities
- Erect silt curtains or place silt socks as needed/required
- Disconnect Two (2) water laterals in street at water main and replace street pavement
- Disconnect Sanitary Sewer lateral in Street and cap to a watertight condition.
- Replace Pavement in street as required
- Remove and dispose of Two Light poles in Parking Lot.
- Remove and dispose of any remaining personal property.
- Remove any materials identified in report by Northstar Environmental Not previously removed by abatement Contractor such as fluorescent lighting, thermostats and asbestos containing materials.
- Remove building slabs
- Remove foundation and basement walls, footings and basement slabs.
- Pavement in parking lots and alley that is not disturbed by the demolition activities is to remain in place .
- The Contractor will be responsible to remove the driveway approach from N. 15th Street to the small parking lot to the North of the Building.

- The Contractor will be responsible for the replacement of concrete curb and gutter following driveway approach removal of the North Parking Lot in accordance with City of Sheboygan Regulations
- Wood fencing around perimeter of the site is to remain in place.
- Planting beds surrounded by wood landscape timbers are to remain in place unless they are in the way of, or disturbed by demolition of the structures.
- The City will contract separately with an independent engineering firm to provide compaction testing and documentation of the sub-grade areas which are to be back-filled by the Contractor. The Contractor will work closely with the third - party Engineering firm to assure the testing is completed and desired proctor standards are achieved.
- There are Utility poles on the East, South and North facades of the building. These are to remain in place during and following demolition and restoration of the site. The pole to the East abuts the rear wall of the structure and there are several phone and cable TV wires passing over the structure and servicing adjoining residential properties that will need to be protected during demolition and restoration.
- Saw cutting of the existing asphalt pavement where it meets the building may be required to assure a clean edge
- Areas backfilled and compacted are to be covered in screened topsoil, seeded with good quality grass seed and mulched/covered with straw.

1.5 **OWNER'S REPRESENTATIVE**

- A. All work under this Contract will be regularly viewed by the Owner's Representatives. Owner's Representatives will regularly visit the site of the project and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Contractor.
- B. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.
- C. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

1.6 **SUPERINTENDENCE**

- A. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.
- B. Insofar as is practicable, and excepting in the event of discharge by the

Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer/Owner in the prosecution of the work in conformity with the contract.

1.7 LABOR

- A. The Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Contract. The Owner shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this project.

1.8 FIRE PROTECTION

- A. The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

1.9 LAWS, REGULATIONS, FEES AND PERMITS

- A. The Contractor shall comply with all Federal, State and Local laws, ordinances, rules and regulations and all State and Federal agencies having jurisdiction.
- B. Contractor shall obtain and pay for all necessary permits, fees and inspections required by such agencies.
- C. Contractor shall pay for legitimate costs required by private utility and communication companies.

1.10 WATCHMEN AND OTHER SAFEGUARDS

- A. The Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- B. Neither the Owner nor the Engineer shall be responsible for any loss or damage to the project materials, tools, equipment, etc., from any cause whatsoever.

1.11 CODES AND STANDARDS

- A. All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations.
- B. In case of difference between building codes, specifications, state laws, local ordinances, industry standards and utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of any such difference.
- C. Non-compliance: Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, Contractor shall bear all costs arising in correcting the deficiencies.
- D. Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:
 - 1. Building Codes:
 - a. ICC Codes.
 - b. National Electrical Code.
 - c. Wisconsin Administrative Code.
 - d. National fire Code
 - 2. Industry Standards, Codes and Specifications:
 - a. AIEE- American Institute of Electrical Engineers
 - b. ANSI -American National Standards Inst.
 - c. ASME- American Society of Mechanical Engineers
 - d. ASTM- American Society of Testing Materials
 - e. IPCEA- Insulated Power Cable Engineers Assoc.
 - f. NBS- National Bureau of Standards
 - g. NEMA- National Electrical Manufacturers Assoc
 - h. NFPA- National Fire Protection Assoc.
 - i. OSHA- Occupational Safety and Health Act
 - j. UL- Underwriters Laboratories
 - k. MSS - Manufacturers Standardization Society
 - l. AISC -American Institute of Steel Construction
 - m. AWS -American Welding Society

1.12 CUTTING AND PATCHING

- A. The Contractor shall be responsible for all required cutting, etc., and shall make all required repairs thereafter to satisfaction of the Engineer, but in no case shall the Contractor cut into any major structural element, beam or column without the written approval of the Engineer.

1.13 INSURANCE AND LIABILITY

- A. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.
- B. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.
- C. Workmen's Compensation
 - 1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.
- D. Comprehensive General Liability and Property Damage Insurance
 - 1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and

collapse; all subject to the following limits:

- | | | |
|----|--------------------|---|
| 2. | Bodily Injury | \$1,000,000 per Person
\$2,000,000 Aggregate |
| 3. | Property
Damage | \$500,000 per Occurrence
\$500,000 Aggregate |

- E. Comprehensive Automobile Liability and Property Damage
 - 1. Operation of owned, hired and non-owned motor vehicles:
 - 2. Bodily Injury \$1,000,000 per Person
 - 3. Property Damage \$1,000,000 per Occurrence

- F. If the Contractor is using the services of another firm or utilizing equipment owned by another firm, Contractor shall be responsible for the provision of a certificate of insurance for each firm.

1.14 LAWS TO BE OBSERVED

- A. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and degrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

1.15 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and the least possible inconvenience to the general public and to the employees of the Owner.

1.16 USE OF JOB SITE

- A. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workman to limits indicated by the law, ordinances, permit or directions of the Owner and shall not encumber the premises with his materials.

- C. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.

- D. The property adjoins residential properties on three sides and a moderately busy City Street at the front. The Contractor is responsible to assure proper dust control while demolition and restoration activities are underway in accordance with both City Ordinance and State of WI DNR

regulations and guidelines.

1.17 SCHEDULE OF VALUES

- A. The Contractor shall within ten (10) days of receipt of notice to proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer/ Owner, it shall be used as the basis for all Requests for Payment.

1.18 REQUESTS FOR PAYMENT

- A. The Contractor may submit periodically but not more than once each month a Request for Payment of work done on the site and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until final completion and acceptance of the work and less previous payments.
- B. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Owner prior to receiving payment on the project.

1.19 RELEASE OF LIENS

- A. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

1.20 PATENTS

- A. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

1.21 COOPERATION WITH OWNER

- A. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

1.22 SUBCONTRACTS

- A. The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.
- B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

1.23 ASSIGNMENT OF CONTRACT

- A. No assignment by the Contractor of any construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized, unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve that Contractor of the obligations incurred by him under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:
- B. "It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

1.24 OTHER CONTRACTS

- A. The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

1.25 OWNER'S RIGHT TO DO WORK

- A. If the Contractor neglects to prosecute the work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

1.26 TERMINATION BY THE CONTRACTOR

- A. If the Owner fails to make payment through no fault of the Contractor for a period of thirty (30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

1.27 TERMINATION BY THE OWNER

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

1.28 CHANGES IN THE WORK

- A. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.
- C. The Contract Sum and the Contract Time may be changed only by Change Order.
- D. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.

1.29 CORRECTION OF WORK

- A. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final payment of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to work done by direct employees of the Contractor. The obligations of the Contractor under this paragraph shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

1.30 SANITARYCONVENIENCE

- A. Addressed in specifications below. No sanitary facilities are available. The Contractor is responsible to provide temporary facilities.

1.31 CLEANING UP AND FINAL INSPECTION

- A. The Contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding, and surplus materials, and shall leave the completed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Owner to be just.

1.32 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

- A. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:
1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
 2. For defective work not remedied.
 3. For failure of the contractor to make proper payments to the Subcontractors.
 4. Reasonable doubt that this Contract can be completed for the balance then unpaid.
 5. Evidence of damage to another Contractor.
 6. Liquidated damages due to failure to meet contract completion dates.

- C. The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.
- D. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

1.33 CHANGES-PAYMENT

- A. The Owner may, in accordance with the rules of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.
- B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:
 - 1. By an acceptable lump sum or unit price proposal by the Contractor.
 - 2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.
- E. No claim for an addition to the contract price will be valid unless authorized as aforesaid.
- F. In cases where a lump sum proposal is submitted by the Contractor in Excess of Five Hundred Dollars (\$500.00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated; the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves the right to make an award of such work to another Contractor, unless the Contractor on this Contract agrees to do the added work or changed work for the price named by the other Contractor.

- E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the Owner, or unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and Resident Engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

1.34 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it expedient to accept work damaged or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

1.35 FINAL ACCEPTANCE OF THE WORK

- A. The Contract shall be deemed as having been finally accepted by the Owner when all remaining items of concern have been rectified to the satisfaction of the owner.

1.36 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Neither the final payment on this Contract by the Owner nor any provision in these Contract Documents shall relieve the Contractor or Surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law nor of the responsibility of remedying such faulty workmanship and materials.

1.37 OWNER'S RIGHT TO USE UNCOMPLETED WORK

- A. The Owner shall have the right to take possession of and use portions of the work prior to final acceptance without waiving rights against the Contractor or his Surety for defects in the work or failure to complete same in its entirety.

1.38 PAYMENTS

- A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.

1.39 DELAYS

- A. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time.
- B. In case any action in court is brought against the Owner or Engineer, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor, utility company or Owner of other facilities within the project area to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify and save harmless the Owner and Engineer and their officers or agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

1.40 Hazardous Materials

A: Asbestos Removal

Many of the materials identified as containing Asbestos have already been removed from the site by a Licensed abatement Contractor.

There are a number of additional materials still in place that will need to be handled by the demolition Contractor DURING demolition. These materials will need to be transported and disposed of in a State of WI WDNR Licensed landfill and cannot be re-used or recycled. These materials have been marked or delineated with bright orange paint and will be identified during the mandatory pre-bid walkthrough of the property.

The DEMOLITION Contractor will be responsible for the careful removal of these materials, placement into separate , poly lined and covered containers and transportation to and disposal of the materials into a licensed landfill, including all associated recordkeeping.

The Asbestos Abatement Contractor (City) will remove any ACM's in the Electrical panels following disconnection of the building from electrical power and prior to start of demolition.

The City's Asbestos Abatement Contractor will remove any air cell pipe insulation found under the floor of the banquet hall (See Below) following exposure to same by the demolition Contractor. The Demolition contractor will be expected to work closely with the City and its abatement Contractor to carefully expose this material and protect it from damage until it can be lawfully removed by the Abatement Contractor.

. A copy of the entire Northstar Environmental report(s) is included with the bid documents

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

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

In the basement stairwell below the banquet hall there is an asbestos containing insulated steam pipe that goes through the concrete wall to the North. It is unclear where the pipe goes. The Contractor will need to carefully expose this pipe so that the City's abatement Contractor can carefully remove the asbestos containing insulation

1.41 Federal Provisions

Background

The American Rescue Plan Act ("ARPA") was passed in March 2021. ARPA provided \$65 billion in recovery funds for cities across the country. The City of Sheboygan (the "City") received an allocation of recovery funds (the "ARPA funds"), and has approved the use of a portion of its ARPA funds to demolish this structure and prepare the land for future development.

Purpose of this Agreement

In order to receive the ARPA funds, the City agreed to certain obligations. Broadly speaking, the City is required to comply with all applicable federal statutes, regulations, and executive orders, and to "provide for such compliance by other parties in any agreements it enters into with other parties relating to [the ARPA funds]."

EQUAL OPPORTUNITY CLAUSE (EO 11246)

(For Contractors – Federally Assisted Construction Contracts)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order

unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
10. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
11. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

INCORPORATION OF REQUIRED CLAUSES

The City of Sheboygan and Contractor recognize that because the work to be completed under this contract is anticipated to be funded, at least in part, with funding from the federal government, certain federal statutes, regulations, and executive orders are potentially applicable to this contract.

Compliance with Applicable Law and Regulations

For the avoidance of doubt, Contractor agrees to comply with any applicable federal statutes, regulations, and executive orders while completing its work under this contract.

Statutes and regulations prohibiting discrimination applicable to this contract may include, without limitation:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto
6. Section 109 of the Housing and Community Development Act of 1974, which prohibits discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in whole or in part with funds made available under this title.

Federal regulations applicable to this contract may include, without limitation:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury universal Identifier and System for Award Management (SAM) (2 C.F.R. Part 25) (including the award term set forth in Appendix A to 2 C.F.R. Part 25)
2. Reporting Subaward and Executive Compensation Information (2 C.F.R. Part 170) (including the award term set forth in Appendix A to 2 C.F.R. Part 170)
3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) (2 C.F.R. Part 180) (including the requirement to include a term or condition in all lower tier covered transactions)

4. Recipient Integrity and Performance Matters

Drug-Free Workplace (31 C.F.R. Part 20)

5. New Restrictions on Lobbying (31 C.F.R. Part 21)

6. Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations

7. Generally Applicable Federal Environmental Laws and Regulations

Encouragement to Contractor

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), the City encourages contractor to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Incorporation of Required Clauses and Conditions

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

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

Incorporation of Required Clauses:

1. To the extent any federal regulation requires the inclusion or incorporation of any term or condition in the agreement between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.
2. Contractor agrees to ensure that any term or condition it is required to include in any subcontract or purchase order is included.

CITY OF SHEBOYGAN
Building Razing
Bid # 2015-22
Demolition of Former Banquet Hall
Bidder's Proposal Form

BIDS DUE Tuesday August 16, 2022 1:00 p.m.

City of Sheboygan

Attention: Bernie Rammer, Purchasing Agent

828 Center Avenue

Sheboygan, WI 53081

To Whom It May Concern:

We hereby propose to provide all supervision, labor, materials, machinery, tools, equipment, permits, and services required to raze and dispose of razed materials, and personal property for the buildings located at 2533-2601 North 15th Street, Sheboygan, including disconnection of sewer and water utilities, removal and lawful transportation and disposal of certain asbestos containing materials, removal and lawful disposal of items restricted from landfills such as fluorescent fixtures, household chemicals, thermostats containing mercury, tires, paints and coatings, site restoration in accordance with the bid documents and restoration of elements in the right of way including curb and gutter and landscape restoration necessary to assure the site is returned to a dust free condition at the price indicated:

BASE BID \$ _____

If awarded the bid we would expect to begin work as soon as possible following contract ratifications and securing the proper permits

We agree to complete the work in accordance with the bid documents and furnish the required certificate of insurance prior to commencing work.

Respectfully submitted,

FIRM'S NAME _____

ADDRESS _____

City _____

SIGNATURE _____

TITLE _____

DATE _____

Email _____

COMPLETE AND RETURN THIS FORM WITH YOUR BID**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

Date: _____

Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)

COMPLETE AND RETURN THIS FORM WITH YOUR BID
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

Date: _____

Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)

CITY OF SHEBOYGAN

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

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

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

appropriate Environmental Protection Agency Regional Office.

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

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

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

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

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

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

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

9. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

10. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal

Financed and Assisted Construction”). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

12. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145).** If this is a “prime construction contract” in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

14. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.

15. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor’s performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Contract between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The City shall be the sole and final judge of equivalency.

2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:

2.1 Public Works Projects are subject to Wis Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

2.2 Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the City of Sheboygan Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the City from requesting additional

information and/or clarification.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the City.

5.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

7.0 PRICING AND DISCOUNT: The City qualifies for governmental discounts. Unit prices shall reflect these discounts.

7.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.

7.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

- 8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.
- 9.0 ACCEPTANCE-REJECTION:** The City reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the City.
- 10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the City of Sheboygan Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the City, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 12.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.
- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the City.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the City reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint ventur partner of the City.

19.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

20.0 WARRANTY: Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.

21.0 INSURANCE RESPONSIBILITY: If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.

22.0 CANCELLATION: The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

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

24.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

25.0 ADVERTISING AND NEWS RELEASES: Reference to or use of the City, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

26.0 HOLD HARMLESS: The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the City and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

27.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261- 7577.

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

7

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 60 – 22 - 23 to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue – Sharing for Transportation Infrastructure Maintenance.

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: September 9, 2022

MEETING DATE: September 12, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

In 2017, the Sheboygan County Board enacted a one-half percent (.5%) sales tax to assist with funding the County's transportation system, and to provide property tax relief to county tax payers. As part of this enactment, the County Board voted to share a portion of the county sales tax revenue with the municipalities based on equalized value. For 2023, the City of Sheboygan's allocation of the sales tax revenue will be \$591,273; an increase of \$101,988 from 2022.

STAFF COMMENTS:

The city intends to use the sales tax revenue toward the resurfacing of N. 25th St from Kohler Memorial Drive to North Avenue.

ACTION REQUESTED:

- I. Motion to recommend the Common Council adopt Res. No. 60 – 22- 23

ATTACHMENTS:

- II. Res. No. 60 – 22 - 23

III

Res. No. 600 - 22 - 23. By Alderpersons Mitchell & Filicky-Peneski.
September 6, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and

WHEREAS, the Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and

WHEREAS, in 2023, the County will distribute \$1,997,448 to local units of government, which includes \$591,273 to the City of Sheboygan during calendar year 2023, which is an increase of \$101,988 from 2022; and

WHEREAS, in 2023 the County will distribute the funds in two equal installments, one in July and one in September; and

WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and

WHEREAS, it is in its best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is attached hereto, and agrees to be bound by its terms.

FAP

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan and to take the action necessary to comply with the terms of the Agreement, including filling out "Form A," a copy of which is attached hereto as part of the Intergovernmental Cooperative Agreement.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

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

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

3. EFFECTIVE DATE; TERM; TERMINATION.

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

B. Term. The term of this Agreement is for calendar year 2023.

C. Termination – By County. During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. Termination – By Municipality. During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2023, pay to Municipality as a distribution of sales tax revenue, the sum of \$591,273.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly

notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

[Municipality]

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN COUNTY

By: _____
Adam N. Payne
Sheboygan County Administrator

Date Signed

By: _____
Vernon Koch
County Board Chair

Date Signed

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

	2022 EQ VAL LESS TID		2023 BUDGET	2022 BUDGET	
MUNI NAME	INCREMENT	PERCENT	ALLOCATION	ALLOCATION	Change
GREENBUSH	205,458,500	1.70%	\$33,951	\$26,961	\$6,989
HERMAN	178,046,800	1.47%	\$29,421	\$26,333	\$3,088
HOLLAND	415,134,300	3.43%	\$68,598	\$59,991	\$8,607
LIMA	313,068,400	2.59%	\$51,733	\$43,145	\$8,587
LYNDON	225,006,100	1.86%	\$37,181	\$31,242	\$5,939
MITCHELL	163,094,600	1.35%	\$26,950	\$22,211	\$4,740
MOSEL	167,593,200	1.39%	\$27,694	\$23,503	\$4,191
TOWN OF PLYMOUTH	476,421,100	3.94%	\$78,726	\$64,080	\$14,646
RHINE	486,544,900	4.03%	\$80,398	\$67,775	\$12,623
RUSSELL	45,350,100	0.38%	\$7,494	\$6,444	\$1,049
SCOTT	200,611,300	1.66%	\$33,150	\$28,601	\$4,549
TOWN OF SHEBOYGAN	1,018,741,600	8.43%	\$168,341	\$143,513	\$24,827
TOWN OF SHEBOYGAN FALLS	277,345,900	2.29%	\$45,830	\$40,801	\$5,029
SHERMAN	177,043,900	1.46%	\$29,255	\$26,065	\$3,191
WILSON	582,753,300	4.82%	\$96,296	\$79,099	\$17,198
ADELL	44,789,900	0.37%	\$7,401	\$6,654	\$747
CASCADE	52,460,600	0.43%	\$8,669	\$7,086	\$1,582
CEDAR GROVE	188,654,700	1.56%	\$31,174	\$25,951	\$5,223
ELKHART LAKE	351,170,200	2.91%	\$58,029	\$52,426	\$5,603
GLENBEULAH	42,554,100	0.35%	\$7,032	\$5,702	\$1,330
HOWARDS GROVE	337,697,900	2.79%	\$55,802	\$46,220	\$9,583
KOHLER	531,314,800	4.40%	\$87,796	\$78,352	\$9,445
OOSTBURG	244,073,400	2.02%	\$40,332	\$35,623	\$4,709
RANDOM LAKE	196,554,500	1.63%	\$32,479	\$27,040	\$5,440
WALDO	45,955,500	0.38%	\$7,594	\$6,212	\$1,382
PLYMOUTH	794,202,500	6.57%	\$131,237	\$115,313	\$15,924
SHEBOYGAN	3,578,184,100	29.60%	\$591,273	\$489,285	\$101,987
SHEBOYGAN FALLS	748,063,000	6.19%	\$123,613	\$109,658	\$13,955
COUNTY TOTAL	12,087,889,200	1.00	\$1,997,448	\$1,695,286	\$302,162



Sheboygan County Shared Revenue Program

Item 10.

Budget Year 2023

(Form A)

Section One

Municipality: _____

Transportation Budget 2022: \$_____

Transportation Estimated Actual Expenditures for 2022: \$_____

Transportation Budget Proposed 2023: \$_____

County Shared Revenue: \$_____

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

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

Project(s) Description

Where: _____

What work will be done: _____

Project ID: _____

Total cost of Project: \$_____

Anticipated start of Project: _____

Anticipated completion of Project: _____

General Ledger Accounting Unit (if identifiable): _____

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

Signature

Date

Title



SHEBOYGAN COUNTY

Item 10.

Vernon Koch
Chairman of the Board

Adam N. Payne
County Administrator

August 24, 2022

Mayor Ryan Sorenson
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Re: Sheboygan County Transportation Shared Revenue Program

Dear Mr. Sorenson,

As you know, effective January 1, 2017, the Sheboygan County Board enacted the one-half percent county sales tax to help maintain Sheboygan County's transportation system. The County Ordinance includes a provision to share the county sales tax revenue with local units of government to assist you in addressing your own transportation needs. We will be allocating \$1,997,448. We will once again allocate based on your municipality's equalized value. The respective amounts are shown in the enclosed equalized value worksheet. Payments will again be disbursed in two equal installments in July 2023 and September 2023.

Please find enclosed the Sheboygan County Sales Tax Revenue-Sharing Intergovernmental Cooperative Agreement which sets forth the terms and conditions upon which Sheboygan County will share sales tax revenue to assist you in maintaining your roads and bridges. A signed Intergovernmental Cooperative Agreement and signed Form A should be returned to the Sheboygan County Finance Department by December 1st. Once all signatures are attained, a copy of the Intergovernmental Agreement will be returned to you for your records.

We respect and appreciate your role in helping maintain a safe and reliable transportation system, and we are striving to keep the process of sharing this revenue efficient, transparent and straight forward. Thank you for your leadership and support. If you have questions, please don't hesitate to contact us, County Finance Director Wendy Charnon, or County Transportation Director Greg Schnell.

Respectfully yours,

Vernon Koch, County Board Chairperson

Respectfully yours,

Adam Payne, County Administrator

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

Enclosed: Intergovernmental Cooperative Agreement
Form A
Equalized Value Worksheet

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No.61-22-23 by Alderperson(s) Mitchell and Filicky-Peneski to authorize the appropriate City officials to issue a Purchase order for the purchase and delivery of six(6) Paratransit Buses for the Shoreline Metro Connection fleet.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: September 7, 2022

MEETING DATE: September 12, 2022

FISCAL SUMMARY:

Budget Line Item:	651352-651500
Budget Summary:	2022 Transit System Heavy Trucks
Budgeted Expenditure:	\$ 847,077.00
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Shoreline Metro Connection owns and operates a fleet of medium duty paratransit vehicles to provide transportation to the elderly and disabled citizens of Sheboygan County through a cooperative agreement with Sheboygan County Health & Human Services.

The fleet is periodically updated utilizing a Federal/State grant program. With the adverse effects of the Coronavirus and other economic factors, the production of these vehicles has been adversely impacted. The City is able to order the six vehicles in need of replacement at this time and has the ability to utilize CARES Act funding to finance the purchase. The purchase of the buses will be completed utilizing a State of WI Department of Transportation contract which precludes the requirement for competitive bidding on the part of the City.

STAFF COMMENTS:

Shoreline Metro has configured the buses to meet their needs and requirements. The current buses will be evaluated following decommissioning and either sold at auction or sent to be salvaged based upon their condition at that time. The buses are expected to deliver sometime in calendar 2023 dependent upon production schedules.

ACTION REQUESTED:

A Motion to recommend that the Council approve Resolution # 61-22-23 to authorize the appropriate City officials to issue a purchase order for (6) Para-transit buses at a cost of \$ 141,179.50 each including licenses and title with a total purchase cost of \$ 847,077.00 to Transportation Equipment Sales Corporation (TESCO) of Oregon , OH for the purchase.

ATTACHMENTS:

- I. Res # 61-22-23

Res. No. 601 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
September 6, 2022.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order to Transportation Equipment Sales Corporation (TESCO) for the purchase of six (6) paratransit buses for the Shoreline Metro-Metro Connection Paratransit Bus Fleet.

WHEREAS, state law and the City's Procurement Policy allow the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the Wisconsin Department of Transportation ("DOT") has negotiated cooperative purchasing agreement #510366 that municipalities may use to take advantage of competitive, pre-negotiated prices for human service (paratransit) vehicles; and

WHEREAS, being a state agency contract that has been approved by the federal government, City staff believes, and the Council agrees, that this is the best procurement method for this purchase; and

WHEREAS, Shoreline Metro Transportation ("Metro") desires to replace six (6) paratransit buses that have reached or exceeded their anticipated useful lifespan; and

WHEREAS, Metro has been authorized by the Federal Transit Administration to allocate Coronavirus Air, Relief, and Economic Security (CARES) Act funding to purchase six (6) paratransit buses; and

WHEREAS, this funding requires no state or local matching and will cover all of the costs associated with the purchase; and

WHEREAS, once the buses have been received, the buses that are being replaced will be put to public auction or salvaged dependent upon their condition at that time.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to TESCO of Oregon, OH for the purchase of six (6) paratransit buses.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in WI DOT Contract #510366.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$846,060.00 plus \$1,017.00 for license and title fees from Acct. No. 651352-651500 (2022 Transit System-Heavy Trucks).

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 64-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a contract with Key Benefit Concepts for an updated actuarial valuation of Other Post-Employment Benefits (OPEB) liability

REPORT PREPARED BY: Kaitlyn Krueger, Finance Director

REPORT DATE: September 9, 2022

MEETING DATE: September 12, 2022

FISCAL SUMMARY:**STATUTORY REFERENCE:**

Budget Line Item:	101150-531100
Budget Summary:	Contract Services
Budgeted Expenditure:	\$8,250
Budgeted Revenue:	N/A

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

BACKGROUND / ANALYSIS:

Governmental Accounting Standards Board Statement No. 75 requires employers to recognize in their annual financial report the future liability related to postemployment benefits other than pensions. The calculations required to determine the liability are a substantial amount of work and require an actuary to complete. The City's auditors require this documentation each year to update the financial statements and provide accurate information to constituents.

STAFF COMMENTS:

Due to the complex nature and need for actuarial calculations, the City is required to hire a contractor in order to accurately determine the liability. The City has used Key Benefit Concepts for several years.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 64-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a contract with Key Benefit Concepts for an updated actuarial valuation of Other Post-Employment Benefits (OPEB) liability.

ATTACHMENTS:

I. Res. No. 64-22-23

III

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

A RESOLUTION authorizing entering into a contract with Key Benefit Concepts for an updated actuarial valuation of Other Post-Employment Benefits (OPEB) liability.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to execute and accept the proposal for the 4-year agreement with Key Benefit Concepts, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Account No. 101150-531100 (Finance - Contracted Services) in payment of same.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Subsequent OPEB Valuation for the City of Sheboygan

Previous Study

Key Benefit Concepts completed an actuarial liability study for the City of Sheboygan in March 2021. The study had a valuation date of December 31, 2019. We provided an actuarial valuation of Other Post-Employment Benefits (OPEB) liability. On pages 7-11 is the summary of benefits for which we based the City's previous valuation. If the benefits remained the same, we anticipate our fees for an updated valuation to be \$8,500.

If the City wishes to have an updated study at this time, please sign and return the attached acceptance form and we will begin a subsequent liability study upon acceptance.

If further changes beyond those already noted on pages 7-11 have been made to your City's post employment benefits, and the City is interested in an updated study at this time, please sign the attached acceptance as well as send us the modified benefits. We will review the changes and reply with modifications to our fees, if needed, based upon the noted benefit changes.

New Study

Subsequent studies may be more complex than initial studies and require more work than merely updating terminated employees and new hires. The retirement, termination and addition of employees can change the demographics of a group (i.e. average age and years of service, average age of medical plan participant). These demographics are critical in the calculation of the liabilities, particularly in that of the implicit rate subsidy. In other words, when performing a subsequent study, regardless if it is the actuary that performed the prior valuation or some other actuary, calculation of the liabilities is performed as of the new valuation date, based upon the actives and retirees of the City as of this new valuation date and their associated demographics. So, in this regard, it is as if we are performing an initial study all over again.

Please note that KBC does not provide legal advice. The scope of the project is clearly defined in our proposal and does not include commentary or accountability for whether such benefits and eligibilities comply with state, federal or other required guidelines. The government entity is responsible for assuring that the benefits it provides are in compliance with all current regulations.

City Funding

Via emails from the City on August 3, 2022, the City is funding benefits as follows:

- OPEB: pay-as-you-go basis from general assets (i.e., the City is **not** funding its benefit via an irrevocable trust or account).
- Self-funded health benefit: The City provides health benefits on a self-funded basis.

With recent changes in GASB guidelines, it is important to note that this proposal for a new valuation is based upon this City Funding approach.

Proposed Valuation

This proposal is for a valuation of the OPEB (GASB 74/75) benefits based upon compliance with the new GASB Statements.

The proposal assumes the following:

- Valuation Date: 12/31/2021
- Measurement Date: 12/31/2022
- Reporting Date: 12/31/2022

Fees: The fee for services is expected to be no greater than the fee shown. These fees are based upon the City's funding method noted above. Should the City be using a different funding method than as noted herein, the fees for services are not valid and a new proposal is required.

Under new GASB Statements, it is required for an actuary to update tables in the year between valuations. KBC will provide OPEB table updates for fiscal year end reporting 12/31/2023. Since this is billed separately in the subsequent year, the fee for the table updates are itemized separately. Our fee below is for the table updates, based upon following GASB Statements 75, and assuming that the City is agreeable to a measurement date that is the same as the reporting date for such updates. Our fee is based upon this assumption.

Subsequent Actuarial Valuation & Required Table Update Fee	
	Fee
OPEB Valuation	
• Discounted fee if paid by cash, check or ACH Transfer	\$ 8,500
• Paid by Debit/Credit Card (including processing fee) *	\$ 8,755
In Person Visit to City to Present Updated Report (<i>optional service</i>)	\$ 325
Virtual Meeting with City to Present Updated Report outside of regular business hours (<i>optional service</i>)	\$ 250
Required Table Update - for the 12/31/2023 financial reporting year end	
OPEB Table Updates GASB 75 - Roll Forward	
• Fee if paid by check or ACH Transfer	\$ 800
• Paid by Debit/Credit Card (including processing fee) *	\$ 824

Option: 4-year Agreement - (Fee for Valuation 12/31/2021, Table Updates 12/31/2022, Updated Valuation 12/31/2023, and Table Updates 12/31/2024)

Many entities request multi-year agreements; thus, we have provided this option for the City as well. Below are our fees for the 12/31/2021 (FYE 12/31/2022) valuation, 12/31/2022 (FYE 12/31/2023) table updates, the subsequent valuation as of 12/31/2023 (FYE 12/31/2024), and table updates as of 12/31/2024 (FYE 12/31/2025).

The fees for the valuations and the table updates assume there will be no changes or modifications to the eligibility or post employment benefits from the initial year valuation. The subsequent year following the valuation requires table updates. Each new valuation requires calculations of the inflows and outflows and preparation/update of the table of inflows and outflows. This multi-year agreement allows the City to budget for upcoming expected costs. Further, since the 4-year

agreement reduces KBC's administrative time/expense to prepare the proposal and request approval, the fees for the 4-year period reflects the reduced time/expense spread over the 4-year period.

Should the GASB guidelines, benefits, eligibility, or measurement date change, the fees below would be subject to change. With a material change, a current multi-year contract would be superseded by a new proposal/ agreement with revised fees; which the City would have the opportunity to accept for the remaining duration of the initial executed agreement **or** decline, thus terminating the contract for any remaining years. In addition, should it be determined there is no longer a post employment benefit requiring valuation for reporting purposes the contract would terminate for any remaining duration.

Actuarial Valuation & Required Table Update Fees	Credit Card*	Check or ACH
1. Subsequent OPEB Valuation GASB 75 as of 12/31/2021 for FYE 12/31/2022	\$ 8,498	\$ 8,250
2. Required OPEB Table Update GASB 75 for the fiscal year end 12/31/2023	\$ 824	\$ 800
3. Subsequent OPEB Valuation GASB 75 as of 12/31/2023 for FYE 12/31/2024	\$ 8,755	\$ 8,500
4. Required OPEB Table Updates GASB 75 for the fiscal year end 12/31/2025	\$ 850	\$ 825
Total 4-year Agreement Fees	\$ 18,926	\$ 18,375

*Paid by Debit/Credit Card (including processing fee). KBC offers the option of paying the fee by debit or credit card. The difference in the fee is the processing service cost. There is a discounted fee for payment by check, cash or ACH transfer as noted.

An in person visit to the City to present updated report (optional services) \$325/visit or \$250/visit for a virtual meeting with the City to present the updated report if outside of regular business hours.

Fees noted in this proposal are valid if accepted by September 15, 2022.

The fees for the table updates assume there will be no changes or modifications to the eligibility or post employment benefits from the 12/31/2021 valuation. Note, the fee for table update services will be invoiced in 2022/ 2023 after the service is provided.

Subsequent studies and alterations are not included in the above noted fee.

Because of the importance of oral and written representations to an effective agreement, The City hereby releases KBC and its current, former or future owners, agents, employees, personnel and assignees from any and all claims, liabilities, costs and expenses attributable to a misrepresentation by the City or its management. Further, the City understands and agrees to the valuation as prepared by KBC or assignee according to the following process and outcomes:

The calculations of cost and liabilities illustrated will be determined according to generally accepted actuarial principles and standards. Specific assumptions and actuarial methodology for the study will be defined within the report. Each material assumption will be, in the actuaries' opinion, individually reasonable and falls within the best estimate range, taking into

account past experience and reasonable future expectations, and is consistent with each other material assumption. Given that actual experience may vary from the actuarial assumptions projected, developing liabilities and costs may differ from those estimated in the report. Furthermore, in the event of any inaccuracies in the information or data provided, upon which these calculations were based, revisions may be needed. Fees associated with such revisions are not within the scope of this project. Additional fees will be determined and approved by the City before revisions are made.

The valuation will be prepared in full compliance with the American Academy of Actuaries "Code of Professional Conduct" Precept 7 regarding conflict of interest. The actuaries certifying the valuation meet the qualifications of the American Academy of Actuaries required to provide the actuarial opinion detailed in this report.

The valuation and report will be prepared solely for the purposes of providing information required by The Government Accounting Standards Board (GASB) for the City's financial reporting. KBC assumes neither responsibility nor any liability for use of this report for any other purposes.

Therefore, if the above services and guidelines are met, neither KBC nor its current, former or future owners, agents, employees and personnel shall be liable to the City, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid by the City under this agreement.

City Multi-year Disclaimer: "Notwithstanding any provision in this Agreement to the contrary, in the event that no funds or insufficient funds are appropriated by Lessee's governing body for the next fiscal year for payments due under this Agreement, this Agreement shall terminate the end of such fiscal year on the last day of the fiscal year for which appropriations were received and no further services shall be provided under the Agreement. The City shall notify KBC of nonappropriation within thirty (30) days of its occurrence."

Timetable: Upon receipt of **all required data**, the valuation is scheduled to be completed within a 12-week timetable. However, please note that during periods of high volume, the timetable may be longer.

Review and Report: Our fees include a telephonic review of the draft report and preparation of an electronic version of the report and up to two hard copies of the final valuation report, if requested.

City Visit: Many government entities do not require a presentation with the subsequent study. Thus, the subsequent valuation does not include a visit to the City to present the finalized report. However, this service is available at an additional cost. Please contact us if you should like a presentation.

Invoicing: Statements for work completed will be invoiced when a draft valuation is provided to the City. Payment is due upon receipt. Subsequent invoices will be sent if additional services are requested.

Proposal Acceptance

If the City wishes to have an updated study at this time:

- Please sign and return the attached acceptance form and we will begin a subsequent liability study upon acceptance.

If further changes have been made to your City's post employment benefits, and the City is interested in an updated study at this time:

- Please sign the attached acceptance as noted and make the changes on the benefit summaries.
- We will review the changes and reply with modifications to our fees, if needed, based upon the noted benefit changes.

Acceptance for a Subsequent Actuarial Liability Study

This proposal forms an agreement between the City of Sheboygan and Key Benefit Concepts, LLC.

Actuarial Valuation including OPEB & Required Table Updates:

Please check the appropriate boxes:

The City's medical plan is:	The City's benefits are funded through:
<input type="checkbox"/> Fully Insured <input type="checkbox"/> Self-funded	OPEB <input type="checkbox"/> General Assets <input type="checkbox"/> Irrevocable Trust

If response does not agree with notes on page 1 & 2, fee will change.

Please check one box below:

- ☐ The City accepts the proposal for a 2-year agreement (**Valuation 12/31/2021, Table Updates 12/31/2022**)
- ☐ The City accepts the proposal for the 4-year agreement (**Valuation 12/31/2021, Table Updates 12/31/2022, Updated Valuation 12/31/2023, and Table Updates 12/31/2024**). This agreement allows for early termination only if the City no longer has an OPEB liability.

Please check one box below:

- ☐ The Post Employment Benefit Summaries as provided in this proposal, accurately and completely reflect the current retirement benefits offered by the City.
- ☐ Modifications were made to the City's post-employment benefits beyond those already noted in the Post-Employment Benefit Summary. These additional modifications have been noted as illustrated on pages 7-11. The Post-Employment Benefit Summary with the noted changes accurately and completely reflects the retirement benefits currently offered by the City.

Disclaimer

- Upon receipt of the eligibility and post employment benefit data required for valuation, should we find that eligibility and/or benefits are significantly different than outlined in this proposal or changes in GASB requirements have occurred, KBC reserves the right to revise our proposal and the associated fees for the study.
- **To avoid additional charges, please make sure the benefit summaries provided are correct.** Upon review of the draft report should further modifications be required beyond those noted in the summary with the acceptance, wherein the calculated liabilities are affected, additional fees will be charged. These fees will be based upon the additional time required to recalculate the liabilities. With the inclusion of the additional fee, the total due may exceed the fee noted in this proposal.

City of Sheboygan

Kaitlyn Krueger, Finance Director/ Treasurer

Date

Facsimiles of acceptance signatures shall be as valid as the original signatures.

City of Sheboygan

Post-Employment Benefit Summary

Police Officers

Eligibility	OPEB
Eligible for retirement under WRS	<p><u>Health Insurance Escrow Account:</u> Upon retirement, the City shall establish a Health Insurance Escrow Account to be used for full payment (100%) of lowest priced single medical plan until age 65, Medicare or any government-sponsored insurance, death or its exhaustion, whichever should occur first. The monies to be placed into the retiree's account will be determined as follows:</p> <ul style="list-style-type: none"> ▪ <u>Sick Leave Conversion Credit (Implicit Rate Subsidy Only):</u> Full conversion of credit of accumulated unused sick leave not in excess of seventy-five (75) days at regular rate of pay exclusive of holiday pay at the time of retirement. ▪ <u>Good Attendance/Retirement Bonus Program (Implicit Rate Subsidy Only):</u> For each sick leave day accumulated after January 1, 1985 and in excess of 149 days, the retiree shall receive 1 retirement credit. These credits will be converted into a cash value at the rate of 12% of the single plan rate in effect upon retirement, not to exceed \$65 per credit. ▪ <u>Retiree Insurance Credit:</u> Eligible retirees will receive \$55.29 per month times the number of months from the month after retirement until age 65.

Local 483 Fire Union & Paramedics

Eligibility	OPEB
Eligible for retirement under WRS	<p><u>Health Insurance Escrow Account:</u> Upon retirement, the City shall establish a Health Insurance Escrow Account to be used for full payment (100%) of lowest priced single medical plan until age 65, Medicare or any government-sponsored insurance, death or its exhaustion, whichever should occur first. The monies to be placed into the retiree's account will be determined as follows:</p> <ul style="list-style-type: none"> ▪ <u>Sick Leave Conversion Credit (Implicit Rate Subsidy Only):</u> Full conversion of credit of accumulated unused sick leave not in excess of seventy-two (72) days at regular rate of pay. ▪ <u>Good Attendance/Retirement Bonus Program (Implicit Rate Subsidy Only):</u> For each sick leave day accumulated after January 1, 1987 and in excess of 144 days, the retiree shall receive 1 retirement credit. These credits will be converted into a cash value at the rate of 12% of the single plan rate in effect upon retirement, not to exceed \$65 per credit, increasing to \$90/credit effective 1/1/2021. ▪ <u>Retiree Insurance Credit:</u> Eligible retirees will receive \$60.16 per month, times the number of months from the month after retirement until age 65.

Local 483 Fire Union & Paramedics (continued)

Eligibility	OPEB
Upon retirement, lay off without cause or death with 5 years or more of continuous service	<p>A full-time employee in the bargaining unit is entitled to payment of one-half ($\frac{1}{2}$) of all accumulated sick leave up to a maximum of seventy-two (72) days' pay, less any amount paid out as a result of any previous termination.</p> <p>The employee, upon request shall be allowed to deposit the after-tax value for the purposes of payment of health insurance premiums (<i>Implicit Rate Subsidy Only</i>), not to exceed the cost of insurance premiums for one year and including any increase in insurance premiums as applicable. A day's pay does not include holiday pay if previously paid, and the rate of pay shall be the rate in effect at the time of retirement.</p>

Police Supervisors

Eligibility	OPEB
Eligible for retirement under WRS	<p><u>Health Insurance Escrow Account:</u> Upon retirement, the City shall establish a Health Insurance Escrow Account to be used for full payment (100%) of lowest priced single medical plan until age 65, Medicare or any government-sponsored insurance, death or its exhaustion, whichever should occur first. The monies to be placed into the retiree's account will be determined as follows:</p> <ul style="list-style-type: none"> ▪ <u>Sick Leave Conversion Credit (<i>Implicit Rate Subsidy Only</i>):</u> Full conversion of credit of accumulated unused sick leave not in excess of eighty (80) days at regular rate of pay exclusive of holiday pay at the time of retirement. ▪ <u>Good Attendance/Retirement Bonus Program (<i>Implicit Rate Subsidy Only</i>):</u> For each sick leave day accumulated after January 1, 1985 and in excess of 144 days, the retiree shall receive 1 retirement credit. These credits will be converted into a cash value at the rate of 12% of the single plan rate in effect upon retirement. ▪ <u>Retiree Insurance Credit:</u> Eligible retirees will receive \$58.03 per month, times the number of months from the month after retirement until age 65.

Non-Represented

TIER I: As of December 31, 2011; Eligible for Retirement Under WRS with at Least 15 Years of Service of which a Minimum of 5 were Served as a Non-Represented	
Eligibility	OPEB
Eligible for retirement under WRS with a minimum of 15 years of service of which at least the last 5 are served as a Non-Represented employee	<u>Medical Premium Contributions:</u> Upon retirement, the City will contribute either the full (100%) single medical premium or 60% of the family medical premium on behalf of the retiree for a maximum period of 10 years (5 years if non-exempt) but not to exceed Medicare-eligibility, age 65 or death.
TIER II: Those NOT Meeting ALL the Retirement Requirements as of December 31, 2011	
Eligibility	OPEB
Eligible for retirement under WRS with a minimum of 15 years of service of which at least the last 5 are served as a Non-Represented employee	<u>Medical Premium Contributions:</u> Upon retirement, the City will contribute 50% of the single or family medical premium on behalf of the retiree for a maximum period of 5 years (2.5 years if non-exempt) but not to exceed Medicare-eligibility, age 65 or death.
TIERS I & II	
Eligibility	OPEB
Eligible for retirement under WRS early retirement	<u>Sick Pay Bank: (<i>Implicit Rate Subsidy Only</i>)</u> Unused sick leave accumulated up to the first 1152 hours will be valued at the hourly rate in effect on December 31, 2011. All hours exceeding 1152 will be converted into credits by dividing them by 8; each credit is valued at \$60. The resulting funds may be used to pay for health insurance premiums until age 65, Medicare, or any government-sponsored insurance or death or its exhaustion, whichever occurs first.
	Non-OPEB (Compensated Absence) <u>Sick Leave Payout:</u> Retirees not participating in the medical plan may instead choose a cash payout of 50% of their unused sick hours accumulated upon retirement up to a maximum of 576 hours.
Note: Upon a promotion from Local 483 into a Fire Command Staff position (with the exception of the Fire Chief) and upon receiving a WRS qualified retirement for protected, sworn employee who actually retires; a Fire Command Staff (with the exception of the Fire Chief) may retain the retirement severance benefits at the time of promotion or follow applicable Non-Represented retirement benefits (Tier II or III, depending on start date of promotion). This election is to be made at time of retirement notification.	

Mead Public Library

Eligibility	OPEB
Eligible for retirement under WRS	<p>All eligible library employees received an HSA contribution equivalent to their total sick bank hours remaining at the end of 2018, or received a cash payout of their total remaining sick bank hours. These payouts were made on the 12/28/2018 and 1/11/2019 payrolls.</p> <p><u>COBRA: (Implicit Rate Subsidy Only)</u> Retiring employees are only eligible for COBRA benefits.</p>

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

Eligibility	OPEB
Eligible for retirement under WRS early retirement	<p><u>Sick Pay Bank: (Implicit Rate Subsidy Only)</u> Unused sick leave accumulated as of December 31, 2011; up to the maximum amounts of 672 hours for Locals 1564 & 2039 and 640 hours for Local 5011, will be valued at the hourly rate in effect on December 31, 2011. The resulting funds may be used to pay the full (100%) single medical premium rate until age 65, Medicare or any government-sponsored insurance, 18 months from the date of retirement, death or exhaustion of funds, whichever occurs first.</p>
	Non-OPEB (Compensated Absence)
	<p><u>Sick Leave Payout:</u> Retirees not participating in the medical plan may instead choose a cash payout of 50% of their unused sick hours accumulated as of December 31, 2011; up to the maximum amounts of 672 hours for Locals 1564 & 2039 and 640 hours for Local 5011, converted the hourly rate in effect on December 31, 2011.</p>

Local 998 Transit

Eligibility	OPEB
Eligible for retirement under WRS	<p><u>Medical & Dental Insurance:</u> Upon retirement, the City will contribute the same amount of premiums as is provided to active employees (currently 80%) at the single or family medical premium rate on behalf of the retiree until Medicare eligibility.</p> <p>Employees hired on or after January 1, 2013, upon retirement or termination of employment, will only be eligible for 18 months of COBRA coverage.</p> <p>Notes:</p> <ul style="list-style-type: none"> • A surviving spouse is eligible to remain on the City's medical plan. • Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree premium rate will be reduced to reflect this integrated program. • Retirees have a one-time option of switching between single or family coverage if personal circumstances change and if allowed by carrier.

Notes:

- Upon retirement or exhaustion of retiree's fund balances for use towards continued coverage or any city-provided contributions, retirees may self-pay to continue coverage on the City's group medical plan (unless specifically noted otherwise above).
- The sick leave benefit is not an OPEB benefit, but a compensated absence under GASB 16. However, the resulting implicit rate subsidy, when applicable, from use of such funds to remain on the City's medical plan should be accounted for as an OPEB.
- The City has a high deductible health plan (\$1,500 single/ \$3,000 family). For 2021 the City will provide **only active employees** enrolled in the health insurance plan with HSA contributions of \$750 single/ \$1,500 family/ limited family.
- Effective January 1, 2016, active Transit employees on the City's high deductible health plan will receive HSA contributions of \$600 single/ \$1,200 family each year of the agreement and agree to no deductible increases in each year of the contract. There are no HSA contributions provided in retirement (retirees have received HSA contributions in 2019; no further HSA contributions have been provided. 2019 was the only year this occurred).

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 66-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget adjustment and appropriation in the 2022 budget regarding the implementation of the updated pay scale for non-represented employees.

REPORT PREPARED BY: Kaitlyn Krueger, Finance Director

REPORT DATE: September 9, 2022

MEETING DATE: September 12, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

On September 6, 2022, the Common Council adopted an updated 2022 pay scale for all non-represented employees. To adjust employee salaries, a budget amendment will need to be passed to give the Finance Director the authority to make the adjustments. The below information provides detail as to how the budget amendment was calculated and details on implementation.

STAFF COMMENTS:

Staff is requesting the approval of the budget amendment to allow for employees to receive a pay adjustment in 2022. The implementation plan is proposed to have an effective date of July 24, 2022 and retroactive pay will be paid to employees.

Employees would be moved up to the next closest step on their grade based on their current wage and employees who have a minimum of five years of employment at the City would be moved to Step 5 at a minimum. The five years of service will need to be achieved by December 31, 2022 to count for the Step 5 placement.

Six individuals are currently over the max step on the pay scale. At this time, it is proposed that they would stay at their current rate of pay until the pay scale catches up to them. Three of the individuals that are currently over the scale in 2022 would likely receive a pay increase due to the anticipation of a two percent cost of living adjustment to the 2023 scale.

Moving forward, the City's intent is to provide a step each year to account for the tenure and year of service provided to the City. In the future, the intention is to give individuals who achieve high evaluation scores the opportunity to advance more than one step in a year. This would allow employees to move up the scale quicker than just years of service. To implement this,

the Human Resources Department will need to create a more effective method of determining and approving these merit-based increases.

In the future, all salary adjustments will need to be approved by the Department Head, Human Resources Director, City Administrator and Finance Director. If there is a pay grade change request, the request and related documentation will be forwarded to Carlson-Dettmann for review and recommendation.

The budget amendment up for consideration adjusts the amount of property tax levy given to the library by \$114,760.96. This amount was determined by utilizing the same implementation plan as proposed for all other non-represented positions. The Library Board will need to pass a budget amendment to give the Finance Department direction as to how to pay the library staff.

If a budget amendment is not passed, staff will work to implement the plan for current employees during the 2023 budget process.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 66-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget adjustment and appropriation in the 2022 budget regarding the implementation of the updated pay scale for non-represented employees.

ATTACHMENTS:

I. Res. No. 66-22-23

III

Res. No. 606 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
September 6, 2022.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2022 budget regarding the implementation of the updated pay scale for non-represented employees.

WHEREAS, the City hired Carlson-Dettmann to perform a compensation study that resulted in a proposed updated pay scale for all non-represented employees; and

WHEREAS, a budget transfer would be required to fund the proposed pay scale, if approved; and

WHEREAS, the Finance Director has been directed by Common Council to draft a budget transfer resolution to be presented to Council for approval as to effectuate the implementation of the classification and steps; and

WHEREAS, the City set aside \$400,000 in a wage adjustment reserve account in the 2022 budget for the purposes of implementing the new compensation plan.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the appropriation to the below listed accounts as follows:

<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
101120-510110	Municipal Court - Full-Time Salaries	\$ 790.40
101120-520310	Municipal Court - WRS	\$ 49.00
101120-520311	Municipal Court - FICA	\$ 11.46
101120-520320	Municipal Court - Medicare	\$ 51.38
101130-510110	Attorney - Full-Time Salaries	\$ 13,881.92
101130-520310	Attorney - WRS	\$ 860.68
101130-520311	Attorney - FICA	\$ 201.29
101130-520320	Attorney - Medicare	\$ 902.32
101140-510110	Mayor - Full-Time Salaries	\$ 2,288.00
101140-520310	Mayor - WRS	\$ 141.86
101140-520311	Mayor - FICA	\$ 33.18
101140-520320	Mayor - Medicare	\$ 148.72
101141-510110	City Administrator - Full-Time Salaries	\$ 873.60
101141-520310	City Administrator - WRS	\$ 54.16
101141-520311	City Administrator - FICA	\$ 12.67
101141-520320	City Administrator - Medicare	\$ 56.78
101142-510110	City Clerk - Full-Time Salaries	\$ 2,587.00
101142-520310	City Clerk - WRS	\$ 160.39
101142-520311	City Clerk - FICA	\$ 37.51
101142-520320	City Clerk - Medicare	\$ 168.16

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101150-510110	Finance - Full-Time Salaries	\$ 3,619.20
101150-520310	Finance - WRS	\$ 224.39
101150-520311	Finance - FICA	\$ 52.48
101150-520320	Finance - Medicare	\$ 235.25
101160-510110	City Buildings - Full-Time Salaries	\$ 2,932.80
101160-520310	City Buildings - WRS	\$ 181.83
101160-520311	City Buildings - FICA	\$ 42.53
101160-520320	City Buildings - Medicare	\$ 190.63
101210-510110	Police Department - Full-Time Salaries	\$ 19,766.24
101210-520310	Police Department - WRS	\$ 1,225.51
101210-520311	Police Department - FICA	\$ 286.61
101210-520320	Police Department - Medicare	\$ 1,284.81
101220-510110	Fire & Emergency Med Svcs - Full-Time	\$ 14,248.00
101220-520310	Fire & Emergency Med Svcs - WRS	\$ 7.09
101220-520311	Fire & Emergency Med Svcs - FICA	\$ 1.66
101220-520320	Fire & Emergency Med Svcs - Medicare	\$ 2,331.29
101240-510110	Building Inspections - Full-Time	\$ 10,774.40
101240-520310	Building Inspections - WRS	\$ 668.01
101240-520311	Building Inspections - FICA	\$ 156.23
101240-520320	Building Inspections - Medicare	\$ 700.34
101310-510110	Public Works Admin - Full Time Salaries	\$ 25,989.60
101310-520310	Public Works Admin - WRS	\$ 1,611.36
101310-520311	Public Works Admin - FICA	\$ 376.85
101310-520320	Public Works Admin - Medicare	\$ 1,689.32
101331-510110	Streets Maintenance - Full-Time	\$ 18,564.00
101331-520310	Streets Maintenance - WRS	\$ 1,150.97
101331-520311	Streets Maintenance - FICA	\$ 269.18
101331-520320	Streets Maintenance - Medicare	\$ 1,206.66
101362-510110	Sanitation - Full-Time Salaries	\$ 925.60
101362-520310	Sanitation - WRS	\$ 57.39
101362-520311	Sanitation - FICA	\$ 13.42
101362-520320	Sanitation - Medicare	\$ 60.16
101520-510110	Parks - Full-Time Salaries	\$ 13,676.00
101520-520310	Parks - WRS	\$ 847.91
101520-520311	Parks - FICA	\$ 198.30
101520-520320	Parks - Medicare	\$ 888.94
101530-510110	Uptown Social - Full-Time Salaries	\$ 2,454.40
101530-520310	Uptown Social - WRS	\$ 152.17
101530-520311	Uptown Social - FICA	\$ 35.59
101530-520320	Uptown Social - Medicare	\$ 159.54
101690-510110	City Development - Full-Time Salaries	\$ 14,040.00
101690-520310	City Development - WRS	\$ 870.48
101690-520311	City Development - FICA	\$ 203.58
101690-520320	City Development - Medicare	\$ 912.60
211519-510110	Cable TV - Full-Time Salaries	\$ 7,641.40
211519-520310	Cable TV - WRS	\$ 473.77
211519-520311	Cable TV - FICA	\$ 110.80

211519-520320	Cable TV - Medicare	\$ 496.69
255-411100	Library - Property Tax Levy	\$114,760.97
630310-510110	Wastewater Admin - Full-Time Salaries	\$ 4,482.40
630310-520310	Wastewater Admin - WRS	\$ 277.91
630310-520311	Wastewater Admin - FICA	\$ 64.99
630310-520320	Wastewater Admin - Medicare	\$ 291.36
630361-510110	Wastewater - Full-Time Salaries	\$ 13,520.00
630361-520310	Wastewater - WRS	\$ 838.24
630361-520311	Wastewater - FICA	\$ 196.04
630361-520320	Wastewater - Medicare	\$ 878.80
632363-510110	Recycling Fund - Full-Time Salaries	\$ 1,196.00
632363-520310	Recycling Fund - WRS	\$ 74.15
632363-520311	Recycling Fund - FICA	\$ 17.34
632363-520320	Recycling Fund - Medicare	\$ 77.74
650345-510110	Parking Utility Admin - FT salaries	\$ 8,340.80
650345-520310	Parking Utility Admin - WRS	\$ 517.13
650345-520311	Parking Utility Admin - FICA	\$ 120.94
650345-520320	Parking Utility Admin - Medicare	\$ 542.15
651352-510110	Transit System Fund - FT Salaries	\$ 12,584.00
651352-520310	Transit System Fund - WRS	\$ 780.21
651352-520311	Transit System Fund - FICA	\$ 182.47
651352-520320	Transit System Fund - Medicare	\$ 817.96
713170-510110	Information Tech. Fund - FT Salaries	\$ 1,008.80
713170-520310	Information Tech. Fund - WRS	\$ 62.55
713170-520311	Information Tech. Fund - FICA	\$ 14.63
713170-520320	Information Tech. Fund - Medicare	\$ 65.57
730399-510110	Motor Vehicle Fund - Full-Time Salaries	\$ 5,106.40
730399-520310	Motor Vehicle Fund - WRS	\$ 316.60
730399-520311	Motor Vehicle Fund - FICA	\$ 74.04
730399-520320	Motor Vehicle Fund - Medicare	\$ 331.92

BE IT FURTHER RESOLVED: That the Finance Director is authorized to decrease the appropriation to the below listed accounts as follows in order to balance the increases above:

<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
101150-810102	Wage Adjustment Reserve	\$283,354.76
101-411100	Property Tax Levy	\$114,760.97

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor