

*****ATTACHMENTS*****

CITY OF SHEBOYGAN
COMMITTEE OF THE WHOLE
JANUARY 14, 2019

ALDERPERSONS PRESENT:

Todd Wolf, Mary Lynne Donohue, *Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

ALDERPERSONS ABSENT AND EXCUSED:

Rosemarie Trester and Rose Phillips - 2.

Meeting called to order at 6:00 PM

*Aldersperson Jim Bohren arrived at 6:03 p.m.

1. OPENING OF MEETING

1.1 Call to Order

1.2 Roll Call

1.3 Pledge of Allegiance

2. MINUTES

2.1 Approval of the minutes from October 1, 2018 meeting

MOTION TO APPROVE MINUTES

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 7.

3. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

3.1 R. O. No. 180-18-19 by Fire Chief submitting the Draft Summary Report of the Operational and Departmental Structure Review of the Sheboygan Fire Department prepared by Fitch & Associates.

Presentations by Fitch & Associates and Fire Chief Mike Romas

MOTION TO RECOMMEND COMMON COUNCIL TO FILE DOCUMENT

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

4. CLOSING OF MEETING

4.1 ADJOURN.

MOTION TO ADJOURN AT 7:24 PM

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

4.2

II

R. O. No. 238 - 18 - 19. By CITY CLERK. April 3, 2019.

Submitting a communication from Alderperson Bohren regarding an article published in the New York Times dated March 16, 2019 with the headline "As Costs Skyrocket, More U.S. Cities Stop Recycling".

CITY CLERK

COW



Recycling and garbage bins in Sunrise, Fla., which has decided to burn its recycling collections in a facility that turns waste into energy. Credit Credit Scott McIntyre for The New York Times

As Costs Skyrocket, More U.S. Cities Stop Recycling

With China no longer accepting used plastic and paper, communities are facing steep collection bills, forcing them to end their programs or burn or bury more waste.



By Michael Corkery

• March 16, 2019

Recycling, for decades an almost reflexive effort by American households and businesses to reduce waste and help the environment, is collapsing in many parts of the country.

Philadelphia is now burning about half of its 1.5 million residents' recycling material in an incinerator that converts waste to energy. In Memphis, the international airport still has recycling bins around the terminals, but every collected can, bottle and newspaper is sent to a landfill. And last month, officials in the central Florida city of Deltona faced the reality that, despite their best efforts to recycle, their curbside program was not working and suspended it.

Those are just three of the hundreds of towns and cities across the country that have canceled recycling programs, limited the types of material they accepted or agreed to huge price increases.

“We are in a crisis moment in the recycling movement right now,” said Fiona Ma, the treasurer of California, where recycling costs have increased in some cities.

Prompting this nationwide reckoning is China, which until January 2018 had been a big buyer of recyclable material collected in the United States. That stopped when Chinese officials determined that too much trash was mixed in with recyclable materials like cardboard and certain plastics. After that, Thailand and India started to accept more imported scrap, but even they are imposing new restrictions.

The turmoil in the global scrap markets **began affecting American communities last year**, and the problems have only deepened.

[These are six items that are commonly put into recycling bins by mistake.]

With fewer buyers, recycling companies are recouping their lost profits by charging cities more, in some cases four times what they charged last year.

Amid the soaring costs, cities and towns are making hard choices about whether to raise taxes, cut other municipal services or abandon an effort that took hold during the environmental movement of the 1970s.

Eric Griffin on a recycling collection route in Sunrise, where the mayor questioned the severity of contamination from regular garbage. Credit Scott McIntyre for The New York Times



Into the truck in Sunrise. “Recycling has been dysfunctional for a long time,” said Mitch Hedlund, executive director of Recycle Across America. Credit Scott McIntyre for The New York Times



“Recycling has been dysfunctional for a long time,” said Mitch Hedlund, executive director of Recycle Across America, a nonprofit organization that pushes for more standardized labels on recycling bins to help people better sort material. “But not many people really noticed when China was our dumping ground.”

Perhaps counterintuitively, the big winners appear to be the nation’s largest recyclers, like Waste Management and Republic Services, which are also large trash collectors and landfill owners.

Recycling had been one of the least lucrative parts of their business, trailing hauling and landfills. Analysts say many waste companies had historically viewed recycling as a “loss leader,” offering the service largely to win over a municipality’s garbage business.

That equation is starting to change. While there remains a viable market in the United States for scrap like soda bottles and cardboard, it is not large enough to soak up all of the plastics and paper that Americans try to recycle. The recycling companies say they cannot depend on selling used plastic and paper at prices that cover their processing costs, so they are asking municipalities to pay significantly more for their recycling services. Some companies are also charging customers additional “contamination” fees for recycled material that is mixed in with trash.

The higher recycling fees, analysts say, will help bolster the largest companies’ already booming businesses. Waste Management reported strong operating profits in 2018, while Republic reported increased revenue driven by its waste business.

Most of the industry’s landfill increases were driven by economic growth: The more Americans consume, the more garbage they generate. But at least some of the higher volume were recyclables that could not be sold and repurposed, analysts say.

Some municipal leaders say they are growing wary of companies that control virtually every aspect of the waste and recycling system.

“Are these contamination rates truly high, or is it about benefiting their corporate interest?” asked Mike Ryan, the mayor of Sunrise, Fla. “We can’t afford to have inspectors constantly looking over their shoulders.”

Sunrise's mayor, Mike Ryan, said of the shift to energy-generating incineration: "It's not what most people think of as recycling, but it is better than the alternative." Credit Scott McIntyre for The New York Times



Unable to afford the higher costs, Sunrise decided to burn its recycling in a facility that turns waste into energy rather than send it to a landfill.

“It’s not what most people think of as recycling, but it is better than the alternative,” Mr. Ryan said.

For cities like Philadelphia, recycling had long been a point of pride. Over the last decade, Philadelphia went from having one of the lowest recycling rates among big cities to one of the best.

When China was buying cardboard and plastics, recycling made money for the city some years. But last year, Philadelphia was hit with an “outrageously high” price increase, a city spokeswoman said in a statement.

The city came up with what it says will be a temporary solution. It identified the neighborhoods with the most contamination in its recycling bins and started sending their material to an incinerator in nearby Chester, Pa. The rest still send their material to a recycling facility.

The incinerator converts the waste to energy, which can be sold back to the electrical grid, said Carlton Williams, Philadelphia’s streets commissioner. But that has done little to alleviate many residents’ environmental angst and [concerns about increased air pollution](#) in Chester.

“Residents say, ‘You are taking all our recycling efforts, and you are burning it?’” Mr. Williams said. “They hear the word ‘burn’ and they think it is an environmental disaster.”

City officials are working to negotiate a more affordable contract that would restore recycling to all of Philadelphia this year.

In Deltona, higher costs were not the only factor behind the decision last month to stop recycling. Even if the city agreed to pay the additional \$25,000 a month that its recycling company was charging, there was no assurance that all the plastic containers and junk mail would be turned into something new, Mayor Heidi Herzberg said.

“We all did recycling because it was easy, but the reality is that not much was actually being recycled,” Ms. Herzberg said.

The troubles with recycling have amplified calls for limiting waste at its source. Measures like banning plastic bags and straws, long pushed by environmental groups, are gaining traction more widely.

The waste-to-energy facility in Davie, Fla. Like Sunrise, Philadelphia is using an incinerator, but for the recycling from only about half its residents. Credit Scott McIntyre for The New York Times



This month, a lobbying group for Connecticut municipalities, citing the chaos in local recycling programs, urged the governor to focus on restricting plastic bags, straws and packaging.

“The sooner we accept the economic impracticality of recycling, the sooner we can make serious progress on addressing the plastic pollution problem,” said Jan Dell, an engineer who leads Last Beach Cleanup. It’s an advocacy group that works with investors and nonprofits to reduce plastic pollution.

Some large waste producers are still going through the motions of recycling, no matter how futile.

Across Memphis, large commercial enterprises have had to stop recycling for now because of contamination problems. But the airport is keeping its recycling bins in place to preserve “the culture” of recycling among passengers and employees, a spokesman said.

“We want to ensure that we are able to have a seamless transition if and when single-stream recycling returns to the Memphis area,” the spokesman, Glen Thomas, said in an email.

Michael Corkery is a business reporter who covers the retail industry and its impact on consumers, workers and the economy. He joined The Times in 2014 and was previously a reporter at the Wall Street Journal and the Providence Journal. [@mcorkery5](#)

A version of this article appears in print on March 16, 2019, on Page A1 of the New York edition with the headline: As Costs Surge, Cities’ Recycling Becomes Refuse. [Order Reprints](#) | [Today’s Paper](#) | [Subscribe](#)

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. April 3, 2019.

Your Committee to whom was referred Res. No. 192-18-19 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to enter into a contract with Sun Graphics Media for the creation of materials for public education and outreach related to the Automated Garbage and Recycling Program; recommends approving the Substitute Resolution.

ref

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Subs. of Res. No. 192 - 18 - 19. By Alderpersons Wolf and Sorenson.
April 3, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Sun Graphics Media for the creation of materials for public education and outreach related to the Automated Garbage and Recycling Program.

WHEREAS, based on a variety of factors, the City of Sheboygan's Department of Public Works ("Department") has recommended that the City automate its residential garbage and recycling program ("Automated Garbage and Recycling Program"); and

WHEREAS, the Common Council of the City of Sheboygan agrees with this recommendation; and

WHEREAS, one important component to the success of the Automated Garbage and Recycling Program is public education and outreach prior to when the Automated Garbage and Recycling Program begins; and

WHEREAS, Sun Graphics Media is willing and able to provide the services required to create an extensive public education and outreach campaign for the Automated Garbage and Recycling Program, including a website, social media management, marketing support, design services, and video production.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City Officials are authorized to enter into the attached contract with Sun Graphics Media for services related to public education and outreach regarding the Automated Garbage and Recycling Program with a total cost of \$42,250.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$42,250.00 from the Streets-Contracted Services Account No. 10133140-521900.

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

Res. No. 192 - 18 - 19. By Alderpersons Wolf and Sorenson.
March 18, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Sun Graphics Media for the creation of materials for public education and outreach related to the Automated Garbage and Recycling Program.

WHEREAS, based on a variety of factors, the City of Sheboygan's Department of Public Works ("Department") has recommended that the City automate its residential garbage and recycling program ("Automated Garbage and Recycling Program"); and

WHEREAS, the Common Council of the City of Sheboygan agrees with this recommendation; and

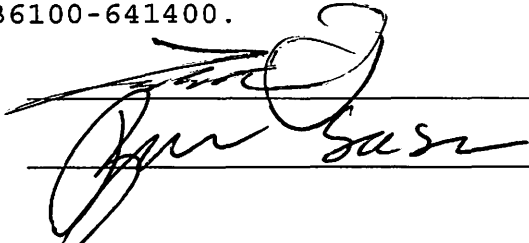
WHEREAS, one important component to the success of the Automated Garbage and Recycling Program is public education and outreach prior to when the Automated Garbage and Recycling Program begins; and

WHEREAS, Sun Graphics Media is willing and able to provide the services required to create an extensive public education and outreach campaign for the Automated Garbage and Recycling Program, including a website, social media management, marketing support, design services, and video production.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City Officials are authorized to enter into the attached contract with Sun Graphics Media for services related to public education and outreach regarding the Automated Garbage and Recycling Program with a total cost of \$42,250.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$42,250.00 from the Motor Vehicle Equipment Heavy Trucks Account No. 70136100-641400.

Public Works
approve Sub Res.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
SUN GRAPHICS MEDIA**

**FOR SERVICES RELATED TO PUBLIC OUTREACH AND EDUCATION REGARDING
AUTOMATED GARBAGE AND RECYCLING IN THE CITY OF SHEBOYGAN**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, _____ (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Sun Graphics Media (“Designer”).

WITNESSETH:

- WHEREAS, the City is moving forward on transitioning from its current method of handling residential garbage and recycling, which involves manually lifting bags into trucks, to an automated system (“Automated Garbage and Recycling Program”); and
- WHEREAS, the success of the Automated Garbage and Recycling Program requires a public outreach and education program; and
- WHEREAS, Sun Graphics Media is capable of providing the City with the necessary deliverables for the public outreach and education program, and desires to provide the City with those deliverables pursuant to the terms of this Agreement.

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

Article 1. Definitions

1. “Agreement” means the entire content of this document, and any other supplement, exhibit, or additional schedule as may be attached to this document and incorporated herein by reference.
2. “Client Content” means all materials, information, photography, writings, and other creative content provided by the City for use in the preparation of and/or incorporation in the Deliverables.
3. “Copyrights” means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforced under U.S. Copyright Law.
4. “Deliverables” means the services and work product, as mutually agreed upon by the City and Designer, to be delivered by Designer to the City.
5. “Designer Tools” means all design tools developed and/or utilized by Designer in performing the Services, including, without limitation, pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software or other inventions (whether or not patentable), and general

non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

6. "Final Art" means all creative content developed or created by Designer, or commissioned by Designer, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including, but not limited to, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and Designer's selection, arrangement, and coordination of such elements together with Client Content and/or Third Party Materials, as approved and accepted by the City.
7. "Final Deliverables" means the final versions of Deliverables provided by Designer, as approved and accepted by the City.
8. "Preliminary Works" means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents, developed by Designer, which may or may not be shown and or delivered to the City for consideration.
9. "Project" means the scope and purpose of the City's identified usage of the work product.
10. "Services" (or "Designer's Services") means all services and work product to be provided to the City by Designer as described and otherwise further defined in the Deliverables.
11. "Third Party Materials" means proprietary third party materials which are incorporated into the Final Deliverables, including, but not limited to, stock photography or stock illustrations.
12. "Trademarks" means trade names, words, symbols, designs, logos, or other devices or designs used to designate the origin or source of goods or services.

Article 2. Designer's Responsibilities

Designer shall provide the following Services to the City related to the Automated Garbage and Recycling Program:

- **Brand Strategy Development:** completion of all services necessary to develop a cohesive brand for the Automated Garbage and Recycling Program
- **Web Development:** completion of all services related to the development of a professional website promoting and explaining the Automated Garbage and Recycling Program
- **Social Media Management:** completion of all services related to the social media outreach for the Automated Garbage and Recycling Program, including any necessary initial review and analysis, development of appropriate personas for social content, creation of a social media plan, preparation of one post per week for fifty two weeks and four videos on multiple social media platforms (including, but not limited to, Facebook, Twitter, and NextDoor), analysis of the impact of the social media outreach, and all necessary adjustments to the social media plan in order to maximize the impact of the social media campaign regarding the Automated Garbage and Recycling Program.
- **Video Production:** completion of all services related to the creation of 12 professional quality videos regarding the Automated Garbage and Recycling Program (in addition to the videos referenced under Social Media Management)
- **General Creative Services:** up to 120 hours of staff time (in addition to the staff time necessary to accomplish the other items provided in this Article) to be spent in development of other print and digital resources in support of the Automated Garbage and Recycling

Program. (In the event that fewer than 110 hours of staff time are used, Designer shall refund the City for unused hours at a rate of \$54.16 per hour.)

Designer represents and warrants:

- All Final Deliverables shall be the original work of Designer.
- To the best of Designer's knowledge, no Final Deliverable or component part of a Final Deliverable shall infringe upon the rights of any party, and the use of such Final Deliverable or component part of a Final Deliverable does not violate the rights of any party.

Article 3. City's Responsibilities

The City is responsible for performing the following in a reasonable and timely manner:

- Coordination of any decision-making with parties other than the Designer
- Provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation
- Review of Deliverables within a reasonable amount of time of receipt from Designer. If a Deliverable is not acceptable, the City will inform Designer—in writing—of the nature of the City's objection.
- Final proofreading of the Deliverables prior to final acceptance

Article 4. Standard of Care

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

Article 5. The Parties' Project Managers

Designer designates Justin Webb as its designated project manager with primary responsibility for the performance of this Agreement. In the event of the death, disability, removal, or resignation of the person designated as the Designer's designated project manager, the City—through its designated project manager—may accept another person as the designated project manager or terminate this Agreement. Designer shall provide the City with notice within seven (7) days in the event its designated project manager dies, becomes disabled, is removed, or resigns.

The City designates David Biebel as its designated project manager for purposes of this Agreement.

Article 6. Compensation

The City shall pay Designer—for all fees and expenses related to the Services—an amount not to exceed Forty Two Thousand Two Hundred Fifty Dollars (\$42,250.00) (the "Total Project Cost").

Payment shall be made as follows:

- Twenty One Thousand Two Hundred Fifty Dollars (\$21,250) within thirty (30) days of the effective date of this Agreement (the “Down Payment”).
- Ten Thousand Six Hundred Twenty Five Dollars (\$10,625) within sixty (60) days of the effective date of this Agreement (the “Second Payment”).
- Ten Thousand Six Hundred Twenty Five Dollars (\$10,625) within one hundred twenty (120) days of the effective date of this Agreement (the “Third Payment”).

If the Down Payment is received by Designer on or before April 15, 2019, the Total Project Cost shall be reduced to Thirty Nine Thousand Five Hundred Dollars (\$39,500.00), which shall result in a reduction of the Third Payment to Seven Thousand Eight Hundred Seventy Five Dollars (\$7,875).

Additional services not set forth in this Agreement, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed or expenses incurred. Any written authorization shall include a not-to-exceed amount. The City shall have no obligation to make payment for any unauthorized work or expenses.

In the event that additional services are appropriately authorized, additional services will be charged to the City at no more than an hourly rate of Eighty Dollars (\$80) per hour. Designer shall provide invoices to the City monthly. Invoices shall be sent to:

David Biebel
City of Sheboygan
Department of Public Works
Municipal Service Building
2026 New Jersey Ave.
Sheboygan, Wisconsin 53081

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

Article 7. 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 8. Schedule

Services under this Agreement shall commence promptly upon the full execution of this Agreement by the Parties and shall continue in an orderly fashion until their completion.

Designer shall complete all Services within one (1) year of the Effective Date of this Agreement, or within such extra time as may have been allowed by a mutually agreed extension. Designer’s services are completed upon receipt of the Final Deliverables.

The Parties agree that no charges or claims for damages shall be made by Designer 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 Designer 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 9. Confidentiality and Document Retention

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law.

Designer 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 Designer 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.

To the extent permitted by law, any confidential or proprietary technical and business information received by one Party from the other Party shall be kept in confidence. This shall not in any way prevent the receiving Party from complying with a Public Records Request or an order of any court or other governmental authority.

Article 10. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Designer. Designer shall terminate or suspend performance of the Services on a schedule acceptable to the City. If the performance is restarted, an equitable adjustment shall be made to the schedule of services.

In the event Designer breaches this Agreement, including any covenant, agreement, commitment, or condition contained in this Agreement, the City shall have the right—in addition to all other rights and remedies which it may have at law or in equity—to terminate the Agreement upon written notice. Designer shall have ten (10) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the City. In the event that the City terminates this Agreement due to a breach of this Agreement, and enters into a subsequent agreement with another party to complete the Services, and such expense plus any expenditure made under this Agreement exceeds the sum which would have been payable under the Agreement, Designer shall be liable and shall pay to the City the amount of said excess.

For purposes of Ownership of Documents and Intellectual Property, in the event the City terminates performance of this Agreement, that termination shall constitute "completion of the Services" and shall result in the assignment and transfer of all rights, title, and interest related to the any Deliverable (including a Deliverable which had not yet been delivered to the City as of the termination). The treatment of termination as "completion of the Services" for this purpose shall not

preclude the City from exercising any right or remedy it has, in law, in equity, or under this Agreement.

Article 11. Ownership of Documents and Intellectual Property

1. Client Content. Client Content, including all pre-existing Trademarks and copyright material, shall remain the sole property of the City, and City shall be the sole owner of all rights in connection therewith. The City hereby grants to Designer a nonexclusive, nontransferable license to use, reproduce, and modify the Client Content solely in connection with Designer's performance of the Designer's Services and the production of the Deliverables.
2. Third Party Materials. All Third Party Materials are the exclusive property of their respective owners. Designer shall inform the City of all Third Party Materials that may be required to perform the Design Services or otherwise integrated into the Final Art. Any licensing costs associated with Designer's use of Third Party Materials shall be the responsibility of Designer.
3. Assignment of Copyrights. Upon completion of each Final Deliverable, Designer hereby assigns to the City all rights (including all ownership rights), title, and interest, including—without limitation—any copyright or other intellectual property rights in and to any artworks or designs comprising the works created by Designer as part of the Final Art and Final Deliverables for use by the City. Designer shall cooperate with the City and shall execute any additional documents reasonably requested by the City to evidence all such assignments of intellectual property.
4. Assignment of Final Art. Upon completion of each Final Deliverable, Designer hereby assigns to the City all rights (including all ownership rights), title, and interest, including—without limitation—copyright and other intellectual property rights in and to the Final Deliverables and the Final Art. Designer shall cooperate with the City and shall execute any additional documents reasonably requested by the City to evidence all such assignments of intellectual property.

Article 10. Identity of Designer

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

Article 11. Independent Contractor Status

During the entire term of this Agreement, Designer 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. Designer shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any

other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 12. Indemnification

Designer hereby agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Designer or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its appointed officials, officers, employees, agents, representatives and volunteers.

Designer shall reimburse the City, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Designer employs other persons, firms, corporations or entities (collectively Subcontractor) as part of performing its obligations under this Agreement, it shall be Designer's responsibility to require and confirm that each Subcontractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Article 13. Insurance

Designer shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Designer 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, Designer shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's designated project manager listing the City of Sheboygan as an additional insured:

- a. Commercial General Liability Insurance – Designer shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- b. Automobile Liability Insurance – Designer shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least \$1,000,000.
- c. Workers’ Compensation Insurance – Designer shall acquire and maintain, for the duration of the Agreement, Workers’ Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Designer shall require any contractor to similarly provide Workers’ Compensation Insurance in accordance with all statutory requirements.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

The insurance coverage required must be provided by an insurance carrier with the “Best” rating of “A-VII” or better. All carriers shall be admitted carriers in the State of Wisconsin.

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

Article 14. Conflict of Interest

Designer 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. Designer agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. Waiver

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

Article 16. Severability

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

Article 17. Assignment

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

Article 18. Third Party Rights

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

Article 19. Governing Law and Venue

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

Article 20. Non-Discrimination

In connection with the performance of work under this Agreement, Designer 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. Designer further agrees to take affirmative action to ensure equal employment opportunities.

Article 21. Compliance with Laws

In performing the Services under this Agreement, Designer shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Designer fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax.

Designer affirms that it is not presently listed on any debarment list or similar list prohibiting it from contracting with a governmental entity of any kind. In the event that Designer shall become listed on any debarment list or similar list, the City may terminate this Agreement.

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

Article 22. Notices

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

City:

Designer:

City Clerk	Justin Webb
City of Sheboygan	Sun Graphics Media
828 Center Ave.	1206 N. 8 th Street
Sheboygan, Wisconsin 53083	Sheboygan, Wisconsin 53081

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

Article 23. Intent to be Bound

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

Article 24. Force Majeure

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

In the event the Designer believes the time for completion of the Services in this Agreement should be extended under this Article, Designer shall provide written notice to the City as soon as possible, but not later than seven (7) calendar days after such an event. The notice shall include any justification for an extension of time and shall identify the extension the Designer believes is necessary as a result of the force majeure event.

Article 25. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Designer. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 26. Non-Collusion

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

- a. The prices in its quote were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor.
- b. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote to the City for these Services for the purpose of restricting competition.

Article 27. Other Provisions

- a. **Headings.** The numbering and captions of the various sections are solely for convenience and reference and shall not affect the scope, meaning, intent, or interpretation of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.
- b. **Advertising and News Releases.** Designer retains the right to reproduce, publish and display the Final Deliverables in Designer's portfolio and websites, and in galleries, design periodicals, and other media or exhibits for the sole purpose of recognition of creative excellence or professional advancement, and to be credited with authorship of the Final Deliverables in connection with such uses. Either Party, subject to the other Party's written approval, may include a link to the other Party's website. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- c. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

- d. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

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

CITY OF SHEBOYGAN, WISCONSIN

SUN GRAPHICS MEDIA

BY: _____
Michael J. Vandersteen, Mayor

BY: _____
Justin Webb

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

DATE: _____

R. C. No. 289 - 18 - 19. By PUBLIC WORKS COMMITTEE. April 3, 2019.

Your Committee to whom was referred Res. No. 190-18-19 by Alderpersons Wolf and Sorenson expressing the sense of the Council that transitioning to an Automated Garbage and Recycling Collection Program is in the best interest of the City; recommends approving the Resolution.

cow.

_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 190 - 18 - 19. By Alderpersons Wolf and Sorenson.
March 18, 2019

A RESOLUTION expressing the sense of the Council that transitioning to an Automated Garbage and Recycling Collection Program is in the best interest of the City.

WHEREAS, the City of Sheboygan's Department of Public Works ("Department") currently operates its residential garbage and recycling program by manually collecting garbage and recycling materials in bags; and

WHEREAS, the trucks used for the City's residential garbage and recycling program are nearing the end of their life cycle; and

WHEREAS, in anticipation of the need to replace the trucks, the City engaged Foth Infrastructure and Environmental LLC ("Foth") in order to analyze the various options for residential garbage and recycling collection as they currently exist and to understand their application to Sheboygan; and

WHEREAS, based on the Foth analysis, and the Department's knowledge and experience with residential garbage and recycling collection, the Department recommends that the City's residential garbage and recycling program convert to an automated garbage and recycling collection program that is operated by the City ("Automated Garbage and Recycling Collection Program"); and

WHEREAS, the Department believes that the Automated Garbage and Recycling Collection Program will improve workers' health and safety, result in cleaner collection, and lead to increased recycling; and

WHEREAS, the Council recognizes that there are numerous steps that will need to be taken in order to bring the Automated Garbage and Recycling Collection Program online, including the purchase and delivery of new trucks and the necessary carts, changes to City ordinances related to garbage and recycling, and public outreach; and

WHEREAS, given the long lead time, the Department proposes to order the new garbage and recycling trucks, which the Department expects will cost approximately \$2 million, shortly after receiving Council approval; and

WHEREAS, the Department anticipates working with the Council and the City Attorney during the spring, summer, and fall of 2019 to prepare any revisions to the municipal code made necessary by the Automated Garbage and Recycling Collection Program; and

WHEREAS, the Department anticipates working extensively with the community as part of a coordinated outreach and education program; and

WHEREAS, in early 2020, the Department anticipates returning to the Council with a request to approve the purchase of the necessary garbage and

Public Works
approve

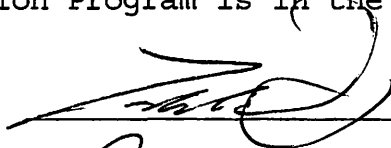
recycling bins for the Automated Garbage and Recycling Collection Program, which the Department anticipates will cost approximately \$2 million; and

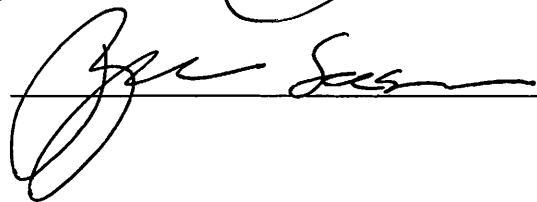
WHEREAS, given the current lead time for garbage and recycling trucks and carts, the need for public outreach, and the need for training on the new garbage and recycling trucks, the Department is targeting beginning the Automated Garbage and Recycling Collection Program in Spring 2020; and

WHEREAS, the Council notes that the Department has proposed paying for some of the operational costs related to the Automated Recycling Program through the imposition of a Recycling Fee; and

WHEREAS, it is the Council's understanding that such a Recycling Fee would not trigger a negative adjustment to the City's levy under Wis. Stat. § 66.0602(2m).

NOW, THEREFORE, BE IT RESOLVED: That it is the sense of the Council that transitioning the City's current manual garbage and recycling program to an Automated Garbage and Recycling Collection Program is in the best interest of the City.





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

R. C. No. 290 - 18 - 19. By PUBLIC WORKS COMMITTEE. April 3, 2019.

Your Committee to whom was referred Res. No. 191-18-19 by Alderpersons Wolf and Sorenson authorizing the Department of Public Works to purchase seven New Way/Autocar automated garbage and recycling collection trucks; recommends approving the Resolution.

COW:

_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 191 - 18 - 19. By Alderpersons Wolf and Sorenson.
March 18, 2019.

A RESOLUTION authorizing the Department of Public Works to purchase seven New Way/Autocar automated garbage and recycling collection trucks.

WHEREAS, the trucks that are currently used for the City's residential garbage and recycling program are nearing the end of their life cycle; and

WHEREAS, the City of Sheboygan's Department of Public Works ("Department") believes now is an appropriate opportunity to automate the City's residential garbage and recycling program ("Automated Garbage and Recycling Collection Program"); and

WHEREAS, the Common Council of the City of Sheboygan agrees with this recommendation; and

WHEREAS, the Department has evaluated several manufacturers and brands of trucks for the Automated Garbage and Recycling Collection Program, and believes that the New Way/Autocar configuration is the most advantageous to the City; and

WHEREAS, the New Way/Autocar trucks are built in Scranton, Iowa; and

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

WHEREAS, the New Way/Autocar trucks are available under the nationwide Sourcewell (formerly National Joint Powers Alliance) cooperative purchasing plan; and

WHEREAS, the City has obtained a quote for seven New Way/Autocar trucks with the specifications requested by the City, a copy of which is attached; and

WHEREAS, according to the quote, the cost will be Two Million Two Thousand Four Hundred Ninety-eight and 30/100 Dollars (\$2,002,498.30) for the seven trucks (or \$286,071.19 per truck); and

WHEREAS, having reviewed the relevant documents, the Department believes, and the Council agrees that this is the best procurement method for this purchase.

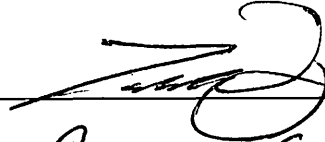
NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Envirotech Equipment for the purchase of seven (7) New Way/Autocar automated garbage and recycling collection trucks.

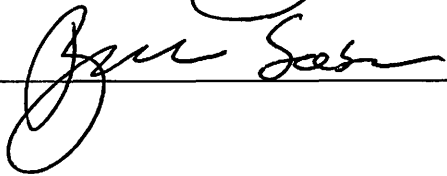
BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in Sourcewell

*Public Works
approve*

Contract #112014-THC, a copy of which is available at sourcewell-mn.gov.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$2,002,498.33 (\$286,071.19 per truck) from the Motor Vehicle Equipment Heavy Trucks Fund (Account No. 70136100-641400).





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



Driving The Difference.

Sourcewell Contract # 112014-NWY
Quote for: City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081
Dealer: Envirotech Equipment
Date: 2/19/2019
Sourcewell Member#: 66047

Dealer must receive copy of PO

Quantity	Part No.	Description	Sourcewell Price
1	8016	31 yd Dump	
STD	AS5010	Front Mount, Tandem Vane	
1	AS5070	LED Mid Body Back-up Lights (2)	
1	AS5071	LED Back-up Lights on Tailgate (2)	
1	AS5072	LED Work Lights (1 Light in Hopper and 1 curbside toward arm)	
STD		Strobe Light Package System - 2 oval lights mounted upper tailgate	
1	AS5078	LED Oval Strobes - 2 lights on lower tailgate	
1	AS5079	LED Oval Strobes - 2 lights on front of body	
STD	AS5080	Upper Light Bar With (2) Stop/Tail (standard)	
STD		Acrylic Urethane Enamel (White) - Body	
1	AS5150	Electronic Filter By-Pass Indicator In Cab	
1	AS5155	Quick Disconnect Pressure Gage	
STD		Arm Control Joystick on Counsel	
1	AS5161	Arm Controls Rocker Switches Under Seat	
1	AS5162	Arm Cycle Counter	
1	AS5171	Shovel/Broom Rack	
1	AS5173	Precrusher Panel	
1	AS5174	Hopper Access Ladder	
1		Arm Control Rocker Switches on Door	
1		Arm Spill Shield	
1		Trough Cleanout Tool	
1		Chromium Overlay - SuperTrack	
1		3/16" AR450 Hopper Floor & Side Liner	
1		Breaker Bar Rake Teeth	
1		Manual Autopack Button & Autopack Override Button	
1		Lincoln Lube - Body & Arm Grease System	
1		Arm Not Stowed Alarm in Cab	
1		Brigade 360 w/ Additional Arm & Hopper Camera	
1		LED Oval Strobes in Upper TG - NO Integrated Strobe Packages	
1		LED Oval Strobes in Upper & Lower TG to be wired to same cab switch	
1		NewWay Body Sub-Total	\$158,858.75
1		Autocar ACX Chassis (Dealer Supplied Sourced Product)	\$143,212.44
1		<u>Volume Purchase Discount per unit</u>	<u>-\$16,000.00</u>
		Total Price per unit	\$286,071.19

Total Price for 7 complete units - Sourcewell Contract 112014-NWY \$2,002,498.30

CITY MEMBER # MUST BE ON P.O.



A Product of **Scranton Mfg. Co., Inc.** - 101 State Street - Scranton, IA 51462
T 800 831 1858 - F 712 652 3399 - www.newwaytrucks.com