

*****ATTACHMENTS*****

February 3, 2020

RESIGNATION

Matt Quasius from the Sheboygan Redevelopment Authority
effective immediately.



Building Relationships Since 1891

January 21, 2020

Mayor Michael Vandersteen
City of Sheboygan

RE: Redevelopment Authority

Dear Mayor Vandersteen:

With this letter I tender my resignation from the Sheboygan Redevelopment Authority. Having recently moved outside of the City limits I believe I am no longer eligible for the position. I have very much enjoyed my time as a member. Thank you for the honor and privilege of working with you, Chad and Janet, Bert and the rest of the RDA over the past several years.

I really didn't appreciate how special of a place Sheboygan is until I moved back from New York City. We are really fortunate to live here. If there are opportunities to assist with RDA work or other projects in the City please know I am happy to lend a hand.

Thank you again for the opportunity and best regards,

A handwritten signature in black ink that reads 'Matt Quasius'. The signature is written in a cursive, flowing style.

Matt Quasius

Cc: Chad Pelishek, Roberta Filicky-Peneski

February 3, 2020

RESIGNATION

John Motiska from the Mead Library Board of Trustee effective immediately.

DeBruin, Meredith

From: Mayor Vandersteen
Sent: Thursday, January 23, 2020 6:29 PM
To: Schwefel, Sarah; DeBruin, Meredith
Subject: Fwd: MEAD Board of Trustees - John Motiska

Meredith,

Please place this resignation on the next Council agenda.

Thanks,

Mike

Mike Vandersteen, Mayor
City of Sheboygan

Begin forwarded message:

From: John Motiska <john@motiska.com>
Date: January 23, 2020 at 5:33:04 PM EST
To: Mayor Vandersteen <Mayor.Vandersteen@sheboyganwi.gov>
Cc: "Quinn, Maeve" <maeve.quinn@earthlink.net>
Subject: MEAD Board of Trustees - John Motiska

Mayor Vandersteen,

Please accept this email as a formal notice of my resignation from my position on the Board of Trustees at The MEAD Library.

I feel I should step down and give the spot to whoever will be in charge of the Harbor Centre BID duties to fill this position. I feel strongly that the Library can benefit greatly from knowing what is happening around them by having a point of contact.

It has been a pleasure being a part of the MEAD Board of Trustees. I am very proud to have been apart of this wonderful team.

Thank you for the opportunity to serve.

John Motiska

JOHN MOTISKA

920 400 2755
john@motiska.com



January 9, 2020

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Katy Glodosky (Property Owner) to be considered for appointment to the Harbor Centre Business Improvement District Board to fill a vacancy with the term expiring on 12/31/2021.

MICHAEL J. VANDERSTEEN, MAYOR

Approved

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

Strategic Plan
2019 Action Items and Critical Measurements

1/1/2019 to 12/31/2019

Blue denotes Benchmark achieved

<u>Quality of Life - Action Items</u>	<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
1 Expand and enhance Fire / EMS staff training	Fire	1/1/2018	Ongoing		100%	Training program plan complete
2 Continue youth and adult enrichment classes / events	Library	1/1/2018	Ongoing		100%	
3 Increase dedicated patron programming areas within the Mead Public Library facility	Library	1/1/2019	12/31/2021		100%	2019 = Renovations continue
4 Establish action plan / mission statement / goals for Livable Sheboygan community initiative	Senior Services	1/1/2019	12/31/2019	All Departments	100%	September 2019 = AARP approved action plan
5 Continue engagement of SAC participants in multi-generational community activities	Senior Services	1/1/2018	Ongoing	All Departments	100%	2019 = 4 multigenerational programs
6 Complete adequacy study of Senior Activity Center building	Public Works	1/1/2018	12/31/2020		100%	2019 = ADA facility audit and existing facility report complete
7 Maintain park equipment replacement schedule	Public Works	1/1/2018	Ongoing	Parks / Forestry staff	100%	Tracking document completed. Facility upgrades based on document
8 Continue development of Shaw Family inclusive playground	Public Works	1/1/2018	5/1/2019	Parks / Forestry staff	100%	2019 = City work completed, work by others to be completed in 2020
9 Construct ADA compliant canoe / kayak launch at Kiwanis Park	Public Works	1/1/2018	5/1/2019	Parks / Forestry staff	100%	2019 - Landscaping complete, 2018 - Launch complete.
10 Increase community volunteer partnerships to improve city beautification projects	Public Works/Mayor	6/1/2018	Ongoing		100%	2018 = Adopt-A-Park program created
11 Become a bike-friendly city	City Plan/Mayor	4/1/2017	12/1/2018		100%	2018 = earned Bronze award recognition
12 Coordinate with Sheboygan County for south side utility corridor bike path	Public Works	4/1/2017	11/30/2020	Sheboygan County	100%	2019 = ATC corridor trail completed
13 Continue to hold Tree City USA designation	Public Works	1/1/1978	Ongoing	Parks / Forestry staff	100%	April 26 = Arbor Day celebration, December 2019 Tree City application submitted
14 Continue replacement of trees lost to emerald ash borer infestation	Public Works	1/1/2018	Ongoing	Parks / Forestry staff	100%	2019 = 528 trees planted
15 Maintain neighborhood beat officer positions	Police	1/1/2017	Ongoing	Beat officer grant	100%	2019 grant funding secured

2019 Action Items and Critical Measurements

	<u>Quality of Life - Critical Measurements</u>	<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>	<u>Notes</u>	<u>Percentage</u>	<u>Notes</u>
16	Fire response compliance percentage (NFRIS standard 380 seconds)	Fire	88%	90%		98%	2018 = 89%, 2017 = 83%, 2016 = 79% , 2015 = 81%
17	EMS response compliance percentage (NFRIS standard 360 seconds)	Fire	TBD	90%		N/A	2019 and 2018 = Statistical tracking method change in process, 2017 = 78%, 2016 = 79%, 2015 = 81%
18	Improve ISO rating from 2 to 1	Fire	2	1		0%	2018 review = no change
19	Total Fire / EMS staff training hours	Fire	10,513 / 2,314	8,000 / 2,100		131% / 110%	2018 = 8,040 / 1,868
20	Residents who feel safe or very safe walking in their neighborhood after dark	Police	69%	80%		86%	2019 Community Survey data = 69%, 2016 Survey = 58%
21	Part 1 crime rate - violent crimes / per 1,000	Police	3.00 per 1,000	2.70 per 1,000		111%	2018 = 3.24, 2017 = 2.40
22	Part 1 crime rate - property crimes / per 1,000	Police	16.00 per 1,000	22.25 per 1,000		72%	2018 = 16.70, 2017 = 17.10
23	Number of High Visibility Education and Enforcement traffic safety related deployments	Police	31	7		443%	2018 = 9, 2017 = 6
24	Pounds of prescription drugs collected	Police	1,589	1,200	Collected 2nd & 4th quarter	132%	2018 = 1,898, 2017 = 1,193
25	Number of joint projects with Sheboygan Area School District	Various	7	6		117%	Beach education program, Fire safety program, Protective service career pathways, Transit contract
26	Number of neighborhood associations on the Mayor's Leadership Cabinet	City Plan/Mayor	10	9		111%	2019 = End Park association completed, Franklin Park association considering organization, 2018 = 9 Neighborhood Associations represented
27	Number of neighborhood meetings	City Plan/Police	122	70		174%	2018 = 75
28	Walkability score	City Plan	89	88		101%	2019 = 89, 2018 = 88, 2017 = 86
29	Additional trails created annually	City Plan/Public Works	0.65	0.00		100%	Fall 2019 - ATC Corridor trail completion
30	Number of community partnership participants (Adopt-A-Park / Adopt-A-Trail)	City Plan/Public Works	3	2		150%	2019 = 3 adoptions, 2018 = 3 adoptions
37	Increase Livable Sheboygan community information usage on social media	Mayor/SAC	1	0		100%	November 2019 = Action plan approval presentation

2019 Action Items and Critical Measurements

	<u>Quality of Life - Critical Measurements - continued</u>	<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>	<u>Notes</u>	<u>Percentage</u>	<u>Notes</u>
32	Number of Senior Activity Center joint projects with community partners	SAC	7	4		175%	2019 = Focus on increasing community partnerships
33	Number of youth enrichment classes / events held	Library	785	700		112%	2018 = 786
34	Number of adult enrichment classes / events held	Library	514	400		129%	2018 = 431
35	Number of literacy / citizenship / public events held	Library	274	100		274%	2018 = 110
36	Number of internet sessions used by residents	Library	195,716	200,000		98%	2018 = 227,205
37	Number of square feet of library building improvements	Library	22,000	22,000		100%	2019 = 2nd Floor Flooring and HVAC updated
38	Increase Shoreline Metro & Metro Connection annual ridership	Transit	679,263 / 33,314	600,000 / 34,000		113% / 99%	2018 = 599,714 / 34,658, 2017 = 529,729 / 35,589
39	Shoreline Metro passenger surveys conducted by Shoreline Metro and Bay-Lake RPC	Transit	0	677		0%	2020 = Bay-Lake RPC conducting survey
40	Trips per revenue mile - Shoreline Metro fixed route	Transit	17.93	15.00		120%	2018 = 15.38
41	Trips per revenue mile - Metro Connection	Transit	2.66	2.75		97%	2018 = 2.72
42	Number of curb miles of streets swept	Public Works	4,916	5,000		98%	2018 = 5,069
43	Percent of graffiti removed from city facilities within 3 days of notification	Police/Public Works	90%	100%		90%	2019 = 90%, 2018 = 100%, 2017 = 75%
44	Number of years holding the Tree City USA designation	Public Works	41	41		100%	December application submission; 2019 = 41 years (since 1978)

2019 Action Items and Critical Measurements

<u>Infrastructure and Public Facilities</u>							
<u>Infrastructure and Public Facilities - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
45	Replace 3 fixed route buses	Transit	1/2/2019	1/1/2020	Federal grant funding	100%	2019 = 5 of 5 buses received
46	Replace 3 fixed route buses and 2 paratransit buses	Transit	1/1/2020	1/1/2021	Federal grant funding	0%	2020 project
47	Implement a safety management system	Transit	1/1/2019	7/1/2020		60%	Working with WisDOT, FTA, Bay Lake RPC on creation of management plan
48	Refurbish alley between North 8th Street and the parking lot east of the Shoreline Metro Transfer Station	City Plan/Parking/ Public Works	6/2/2017	12/31/2020	Sheboygan Visual Arts	25%	2019 = Held due to change in BID Management; 2018 = Partnership established with SVA
49	Manage City Hall renovation process for creation of safer, functional space for residents/employees	Public Works	6/1/2018	6/1/2019		99%	October 2019 final completion
50	Continue sanitary sewer rehabilitation program	Public Works	6/15/2019	10/1/2019		100%	2019 = North Avenue sewer reconstruction, 2018 = 8,665 linear feet
51	Complete resurfacing of 3 city streets per year leveraging local, state and federal funding	Public Works	5/1/2019	11/1/2019		95%	2019 = 2.10 miles, 2018 = 7.20 miles
52	Develop city-wide long term storm water management program	Public Works	5/2/2018	5/21/2019		80%	Under contract with Strand
53	Secure agreement with local soccer organization for future sports complex on Butzen property	Public Works	Summer 2018	Summer 2019		10%	Discussions continue
54	Begin construction of Butzen Sports Complex - Phase 1	Public Works	Summer 2020	Summer 2021		10%	2020 project - Design and development stage
55	Continue implementation of Sheboygan A's complex improvements	Public Works	Fall 2018	Fall 2019		100%	2019 = June completion
56	Continue funding emerald ash borer tree replacement program	Public Works	6/1/2017	Ongoing		100%	August 2019 = \$20,000 grant from 1,000 Friends received.
57	Implement information technology plan recommendations	Information Technology	1/1/2020	12/31/2021		95%	2019 = Data center construction complete, security enhancement work continues
<u>Infrastructure and Public Facilities - Critical Measurements</u>							
		<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>	<u>Notes</u>	<u>Percentage</u>	<u>Notes</u>
58	Transit accident percentage per state report	Transit	32	30		107%	2019 Target = less than 30 reportable accidents / incidents
59	City Hall renovation percentage of completion	Public Works	99%	100%		99%	October 2019 = Final completion

2019 Action Items and Critical Measurements

	<u>Infrastructure and Public Facilities - Critical Measurements- continued</u>	<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>	<u>Notes</u>	<u>Percentage</u>	<u>Notes</u>
60	Linear feet of sanitary sewer relining complete	Public Works	1,053	8,700		12%	2019 = North Avenue 1,053 feet relined and 67.1 feet replaced, 2018 = 8,665, 2017 = 11,092
61	Linear miles of street resurfaced	Public Works	2.10	3.75		65%	2019 = 2.10 miles estimated, 2018 = 7.20 miles, 2017 = 6.25 miles
62	Pavement rating	Public Works	6.25	6.50		96%	2019 = 6.25; 2017 = 5.90; 2015 = 5.93 (2 year rating)
63	Number of street trees planted	Public Works	535	500		107%	2018 = 25, 2017 = 448

2019 Action Items and Critical Measurements

<u>Economic Development</u>							
<u>Economic Development - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
64	Continue with VisitSheboygan on recreational programming for City Green	City Plan	1/1/2018	Ongoing		100%	Partnered with Visit Sheboygan as lead entity
65	Construct recreational trail parallel to Indiana Avenue (South 9th Street to South 14th Street)	City Plan	5/1/2020	11/1/2020		20%	2020 project-Purchase/Sale agreement approved and signed.
66	Purchase real estate to extend recreational trail parallel to Indiana Avenue	City Plan	1/1/2020	12/31/2020		20%	2019 = Purchase/Sale agreement approved
67	Continue annual developers summit	City Plan	1/10/2017	Ongoing		100%	Held on October 3, 2019
68	Coordinate new development on city-owned redevelopment sites	City Plan	6/1/2017	Ongoing		10%	2019 = Seeking business occupants via developer
69	Continue work with existing businesses promoting future expansion	City Plan	5/1/2018	Ongoing		10%	2019 = Seeking business expansion
70	Market infill development sites along Indiana Avenue	City Plan	5/1/2018	Ongoing		10%	2019 = Working with developer on 1st building
71	Transform former Koepsell property into Innovation District	City Plan	5/1/2018	Ongoing	SCEDC	20%	2019 = project continues
72	Leverage arts / culture streetscape to connect downtown to JMKAC Art Preserve development	City Plan/Public Works	1/1/2020	12/31/2021		5%	Revised date - 2023 project
73	Market and develop up to 10 acres in SouthPointe Enterprise Campus	City Plan	6/1/2017	Ongoing		10%	2019 = Seeking business occupants
74	Develop master plan for Mayline / west Sheboygan River district development	City Plan	1/1/2019	12/31/2019	CDBG	100%	2019 = 2nd Open House occurred
75	Analysis of current housing stock (including condos) to establish future housing needs	City Plan	1/1/2020	12/31/2020		0%	2020 project
<u>Economic Development – Critical Measurements</u>							
		<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>	<u>Notes</u>	<u>Percentage</u>	<u>Notes</u>
76	Amount of room tax generated	Finance	\$1,329,342	\$1,460,000		91%	2019 = through Third Quarter; 2018 = \$738,037; 2017 total = \$585,975 (excluding Blue Harbor)
77	Valuation of Tax Incremental Districts' Increment	Finance	\$195,018,700	\$158,980,800		127%	2018 = \$158,980,800; 2017 = \$130,881,800
78	Percent change of equalized property valuation (all property - including TIDs)	Finance	3.88%	7.00%		55%	2018 = 5.17%; 2017 = 7.00%

2019 Action Items and Critical Measurements

	<u>Economic Development – Critical Measurements - continued</u>	<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>	<u>Notes</u>	<u>Percentage</u>	<u>Notes</u>
79	Value of industrial property (real estate and personal property)	Finance	\$188,064,300	\$188,903,300		99%	2018 = \$188,903,300, 2017 = \$186,609,500
80	Number of new hotel rooms constructed	City Plan	0	100		95%	2019 = 108 rooms under construction
81	Number of jobs retained via city-based finance	City Plan	6	15		40%	2019 = 6 Craft 30, WeGameOn; 2018 = 29; 2017 = 3
82	Vacancy rate of industrial buildings	City Plan	3.10%	5.20%		168%	2019 = Available Quarter 4, 2018 = 5.20%, 2017 = 4.40%
83	Square feet of industrial property (construction commenced)	City Plan	0	40,000		0%	2018 = 27,839, 2017 = 37,400
84	Acreage of new industrial sites created	City Plan	134	15		793%	2018 = 35, 2017 = 88
85	Number of new businesses	City Plan	8	10		80%	2019 = 8, = 12, 2017 = 15
86	Number of new residential units (construction commenced)	City Plan	238	80		296%	2018 = 99, 2017 = 133
87	Amount of net new construction (WDOR)	City Plan	\$9,411,900	\$50,000,000		18%	2018 = \$61,326,304, 2017 = \$94,843,900
88	Annual ridership on the trolley	Transit	3,137	4,000		78%	2019 = 3,137; 2018 = 4,360, 2017 = 3,327
89	Dollars spent per parking stall in the parking utility jurisdiction	Parking	N/A	\$200		0%	Determined at Year-End; 2018 = \$192

2019 Action Items and Critical Measurements

<u>Neighborhood Revitalization</u>							
<u>Neighborhood Revitalization - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
90	Continue development of baseline data in targeted neighborhoods	City Plan	1/1/2017	Ongoing	CDBG funding	100%	2019 - Mapping complete
91	Make necessary public infrastructure improvements in at-risk neighborhoods	City Plan/Police/ Public Works	1/1/2017	Ongoing		100%	North Eighth Street repaving
92	Continue expansion of the number of neighborhood associations	City Plan/Police	1/1/2017	Ongoing		100%	2019 = End Park added for 10 total, Franklin Park under consideration; 2018 = 9 total associations; 2017 = 7 total associations
93	Create neighborhood development plans for 3 official neighborhood associations	City Plan	1/1/2019	12/31/2020		33%	2019 = 1 association plans created; 2018 = 2
94	Continue neighborhood association grant program with city funds	City Plan	1/1/2017	Ongoing	CDBG funding	100%	2018/2019 = \$25,000 CDBG funding ; 2017 / 2018 = \$10,000
95	Maintain neighborhood beat officer positions	Police	1/1/2016	Ongoing	State grant funding	100%	2019 = Funding secured
96	Organize annual spring clean-up event in partnership with Public Works	City Plan/Public Works	5/1/2018	6/30/2019		100%	2019 = 9 neighborhoods participated / 23 tons collected
97	Continue north / south side neighborhood revitalization events	City Plan/Public Works	6/1/2017	Ongoing	City staff, community partners	100%	Rock the Block events
98	Continue to address street lighting issues in neighborhoods	City Plan/Police/ Public Works	1/1/2017	Ongoing	CDBG funding, community partners	100%	2019 = Alliant Energy determining installation plan; Annual Light the Night event, Alliant Energy funding, Public Works tree trimming program
99	Continue monthly interdepartmental staff meetings to coordinate neighborhood issues	Various	1/17/2017	Ongoing		100%	12 annual meetings
100	Develop analysis / management plan for blighted properties in key business corridors	City Plan	1/1/2020	12/31/2020		60%	2019 = September 2019 - Business owner survey complete
101	Promote city's housing funding programs to qualified homeowners for improvements	City Plan	1/1/2017	Ongoing		65%	Communication via code enforcement orders / Lakeshore Landlord Association newsletter

2019 Action Items and Critical Measurements

<u>Neighborhood Revitalization - Action Items - continued</u>		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
102	Advance relationships with Lakeshore Landlord Association	City Plan	1/1/2017	Ongoing		100%	2019 = hosted Fair Housing Training, provided Code Enforcement program to Landlord Association, Representative attends monthly neighborhood revitalization meetings
<u>Neighborhood Revitalization – Critical Measurements</u>		<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>	<u>Notes</u>	<u>Percentage</u>	<u>Notes</u>
103	Number of new neighborhood associations	City Plan/Police	1	2		50%	2019 = 3 associations; 2018 = 3 associations; 2017 = 2 associations
104	Number of housing loans issued	City Plan	4	10		40%	2018 = 8, 2017 = 7
105	Number of added affordable units	City Plan	20	50		40%	2019 = Badger State Lofts under construction, 2018 = 2 (Habitat for Humanity), 2017 = 42 (Washington School)
106	Number of code enforcement orders issued	City Plan	1,047	1,000		105%	2018 = 866, 2017 = 1,234
107	Number of abandoned vehicles towed	Police	192	86		223%	2018 = 136, 2017 = 83
108	Number of garbage complaints investigated / cited	Police/City Plan	500	300		167%	2018 = 543, 2017 = 820

2019 Action Items and Critical Measurements

<u>Governing and Fiscal Management</u>							
<u>Governing and Fiscal Management - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
109	Reduce the number of legacy computer applications	Information Technology	1/1/2019	12/31/2020		25%	2019 = Identifying priority list
110	Enhance cybersecurity	Information Technology	6/1/2017	Ongoing		95%	2019 = Reviewing / addressing security audit issues
111	Support employee recognition team recommendations	Human Resources	7/1/2016	Ongoing	Employee Recognition Committee	100%	2019 = October 10 2nd annual event; 2018 = Inaugural Employee Recognition event
112	Develop a succession plan for all management positions	Human Resources	6/1/2018	12/31/2019	CVMIC resources	100%	2018 = 2nd planning workshop
113	Continue and enhance employee picnics, socials and special events	Mayor	7/1/2016	Ongoing		100%	2019 = September 19 annual employee picnic, 2018 = Updated employee picnic
114	Continue quarterly employee newsletter	Mayor	7/1/2015	Ongoing		100%	Published 4 of 4 employee newsletters
115	Conduct a transit transportation development program for the next 5 years	Transit	11/1/2017	12/31/2020	Bay-Lake RPC	30%	2020 = anticipated completion; 2018 = initial work commenced
116	Continue providing detailed budget documents to residents and submit to GFOA for review	City Admin/Finance	1/1/2019	1/29/2019		100%	2019 Distinguished Budget Presentation Award earned
117	Continue providing detailed audit documents to residents and submit to GFOA for review	City Admin/Finance	5/1/19	7/1/19		100%	2019 = CAFR / PAFR award submitted; 2018 = CAFR /PAFR award earned
<u>Governing and Fiscal Management – Critical Measurements</u>							
		<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>	<u>Notes</u>	<u>Percentage</u>	<u>Notes</u>
118	Number of legacy applications retired	Information Technology	3	3		100%	2019 = Retired Car Allowance, Building Contractor License, and Sign Fees programs
119	Number of SANS top 20 security measures implemented	Information Technology	6	7		86%	2019 = Identified 7 / addressed 6 critical security controls
120	Number of MUNIS software modules implemented	Information Technology	26	26		100%	2019 = Salary/Benefit module implementation, 2018 = 25 modules implemented

2019 Action Items and Critical Measurements

		<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>	<u>Notes</u>	<u>Percentage</u>	<u>Notes</u>
<u>Governing and Fiscal Management – Critical Measurements - continued</u>							
121	Unassigned fund balance as a percentage of revenues	Finance	53%	30%		177%	2019 = 53%, 2018 = 52%, 2017 = 49%, 2016 = 58%
122	Moody's Investor Service bond rating for Sheboygan	Finance	Aa2	Aa2		100%	7/9/2019 rating confirmed

Strategic Plan
2019 Action Items and Critical Measurements

1/1/2019 to 12/31/2019

Blue denotes Benchmark achieved

<u>Communication</u>							
<u>Communication - Action Items</u>		<u>Assigned Department</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
123	Expand offering of Fire Department community events	Fire	1/1/2018	Ongoing		100%	2019 = Event planning complete
124	Continue home fire safety programs for students grades Kindergarten through Fourth	Fire	1/1/2018	Ongoing	SASD	100%	Collaborative events with SASD
125	Engage the community in Livable Sheboygan community initiative	Senior Services	1/1/2018	Ongoing	AARP	100%	2019 - Action plan based on community listening sessions
126	Increase Livable Sheboygan community information on social media	Senior Services	1/1/2018	Ongoing	AARP	25%	2019 = Communication identified as Step 1 in Action Plan
127	Continue monthly electronic community newsletter	Mayor	2/3/2017	Ongoing		100%	12 newsletters published annually
128	Continue annual community survey	City Admin	6/1/2016	Ongoing	AARP	100%	2019 Community Survey completed November 2018 per AARP timeline
129	Increase the number of community survey responses	City Admin	1/1/2019	Ongoing	AARP	100%	7% increase in survey responses
130	Enable transparent government	City Admin	1/1/2019	Ongoing	ClearGov	100%	2019 = Updated financial information to support comparative benchmarking efforts
131	Enable citizen engagement	City Admin	1/1/2019	Ongoing		100%	Livable Sheboygan, Communication Task Force, Police Citizens Academy
132	Develop internal communication plan that is shared with employees	Mayor	10/1/2018	12/31/2019		100%	2019 = November Internal Team established
<u>Communication – Critical Measurements</u>		<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>	<u>Notes</u>	<u>Percentage</u>	<u>Notes</u>
133	Number of followers on all city departments' Twitter accounts	City Plan/Police/Library	10,152	9,300		109%	2018 = 9,329; 2017 = 7,873
134	Number of users on Nextdoor	City Plan	6,314	4,200		150%	2019 = 23% of 27,335 households in city

2019 Action Items and Critical Measurements

	<u>Communication – Critical Measurements - continued</u>	<u>Assigned Department</u>	<u>2019 Actual</u>	<u>2019 Benchmark</u>	<u>Notes</u>	<u>Percentage</u>	<u>Notes</u>
135	Number of “likes” on all City’s Facebook accounts	City Plan/Police/ Transit/Water Utility/Cable/ Senior Activity Center	21,247	16,200		132%	2018 = 16,251; 2017 = 13,314
136	Number of PSA’s produced by WSCS Cable TV	Information Technology	1	9		11%	2018 = 0; 2017 = 5
137	Number of televised Common Council and Committee of the Whole meetings	Information Technology	20	29		69%	2018 = 29, 2017 = 29
138	Number of appearances on Hmong radio station	Mayor	2	6		33%	2019 = 8/22/2019 Final broadcast; 2018 = 5, 2017 = 6
139	Number of Nixle contacts	Police	2,462	2,000		123%	
140	Number of followers on Mead Public Library Instagram	Library	742	450		164%	2018 = 459, 2017 = 189
141	Number of Livable Sheboygan - 2019 Community Survey responses	Senior Services	1,277	1,100		116%	2018 = 1,187
142	Number of programs / events addressing Livable Sheboygan initiative	Senior Services	3	6	All Departments	50%	2019 = 2; 2018 = 11
143	Fire Department community events	Fire	46	18		256%	2019 = Grant, James Madison, Longfellow carnivals, Boy Scout event, National Night Out, Special Olympics, station tours, Life Safety award ceremony, Fire safety speech - St. Peter Claver Parish, James Madison PTO family night
144	Number of home fire safety programs for students grades Kindergarten through Fourth	Fire	149	183		82%	2019 = Fire Prevention education concludes in Quarter 4
145	Number of students participating in fire safety programs	Fire	3,330	3,200		104%	2019 = Fire Prevention education concludes in Quarter 3

II

R. O. No. _____ - 19 - 20. By CITY CLERK. February 3, 2020.

Submitting various license applications.

City Clerk

TEMPORARY BEVERAGE OPERATOR'S LICENSE APPLICATION

<u>No.</u>	<u>Name</u>	<u>Address</u>
8497	Collins, David S.	2421 Crosscreek Drive Apt. A
3098	Hattleli, Edwin S.	1128 Ashland Avenue
8883	Hayward, Mary C.	427 Clifton Avenue

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1842	Early Bird Rotary Foundation	P.O. Box 64 - One day event to be held 07/17/2020 at Fountain Park to include beer and wine.
1377	St. Dominics Church	2133 N. 22 nd Street - One day Event to be held 02/22/2020 to Include beer and wine.

Consent

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
February 3, 2020.

Your Committee to whom was referred the below listed claims, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. C. No. 340-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 212-18-19 by City Clerk submitting a claim from Skogen's Festival Foods for recovery of alleged unlawful taxes for the personal property taxes assessed to Sheboyganfest, Inc. for the 2018 tax year;
2. R. C. No. 315-18-19 by Finance and Personnel Committee to whom was referred R. C. No. 279-17-18 by Finance and Personnel Committee and R. O. No. 46-17-18 by City Clerk submitting a claim from J. Richard Law Offices, LLC for alleged injuries sustained by their client, Darlene Jesion, in a trip and fall incident on or about March 21, 2017 on the front steps of the Sheboygan County Courthouse;
3. R. C. No. 316-18-19 by Finance and Personnel Committee to whom was referred R. C. No. 284-17-18 by Finance and Personnel Committee and R. O. No. 47-17-18 by City Clerk submitting a claim from Wisconsin Public Service Corporation for alleged damages they sustained when a City of Sheboygan employee did strike and damage 2" PE gas main while excavating to install new lateral from catch basin to manhole;
4. R. C. No. 323-18-19 by Finance and Personnel Committee to whom was referred R. C. No. 303-17-18 by Finance and Personnel Committee and R. O. No. 314-17-18 by City Clerk submitting a Notice of Injury from Gendlin, Liverman & Rymer, S.C. on behalf of their client, Willard Jepsen, for alleged injuries due to a fall at 1431 North 4th Street;
5. R. C. No. 331-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 140-18-19 by City Clerk submitting a claim from Larry Schoemer for alleged damages to his vehicle when wind blew a barricade into the hood;
6. R. C. No. 335-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 183-18-19 by City Clerk submitting a Notice of Claim from Joe Burgarino regarding alleged damages to his transportation scooter when it hit a water service shutoff stop box protruding from the sidewalk;
7. R. C. No. 341-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 213-18-19 by City Clerk submitting a claim from Jacob Lingl for alleged damages to the mirror on his vehicle when it was struck by a snow plow;

8. R. O. No. 8-19-20 by City Clerk submitting a Notice of Injury and Notice of Claim from Dierkes Law Office, LLC on behalf of their client, James S. Pulaski for the alleged wrongful taking of property, an improper raze, an unlawful entry, seizure and destruction of property by the City of Sheboygan;
9. R. O. No. 11-19-20 by City Clerk submitting a claim from Denise Kelly for alleged damages to her vehicle when it struck a pot hole on North Avenue;
10. R. O. No. 21-19-20 by City Clerk submitting a claim from the Cincinnati Insurance Companies, on behalf of their insured drivers, Steven and Audrey Simons, for alleged damages to their vehicle when it was backed into by a street cleaner;
11. R. O. No. 100-19-20 by City Clerk submitting a claim from Montara Comer for alleged damages to her vehicle when a traffic barrier blew into it;
12. R. O. No. 107-19-20 by City Clerk submitting a claim from Kevin Delray for alleged damages to his vehicle when the tire hit a large section of raised concrete concealed by rain;
13. R. O. No. 130-19-20 by City Clerk submitting a claim from Progressive Insurance on behalf of their insured, Jonathan Erlie, for alleged damages to their parked/unoccupied vehicle when it was struck by a City of Sheboygan Sanitation truck;

14. R. O. No. 131-19-20 by City Clerk submitting a Notice of Circumstances of Claim and Claim pursuant to sec. 893-80 (1d) (a) and (b) from Axley Brynelson, LLP on behalf of the claimants Audrey M. Brubake and Estate of Roman J. Martin;

All R. O.'s have been reviewed by staff with the recommendation to file all claims and/or notice of claims.

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

VI

5,36

R. C. No. 340 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 212-18-19 by City Clerk submitting a claim from Skogen's Festival Foods for recovery of alleged unlawful taxes for the personal property taxes assessed to Sheboyganfest, Inc. for the 2018 tax year; recommends referring to Finance and Personnel Committee of the new council.

*Finance/Personnel
2019-2020
file*

James A. Bohrer

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

II

3.1

R. O. No. 212-18-19. By CITY CLERK. February 4, 2019.

Submitting a claim from Skogen's Festival Foods for recovery of alleged unlawful taxes for the personal property taxes assessed to Sheboyganfest, Inc. for the 2018 tax year.

CITY CLERK

~~Finance~~
~~Personnel~~
- 819 refer to Finance +
Personnel of sub council.
File



27-10 1-31-19
MKC
JAN 31 '19 PM 3:02
ONALASKA SUPPORT OFFICE

3800 Emerald Drive East -- Onalaska, WI 54650 -- 608-783-5500

January 28, 2019

Meredith DeBruin
City Clerk – City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

**Re: Sheboyganfest, Inc.
Parcel Number 59281895460P
Personal property taxes**

Dear Ms. DeBruin:

We hereby file a claim for refund under Wisconsin Statutes 74.35 [Recovery of unlawful taxes] for the personal property taxes assessed to Sheboyganfest, Inc. for the 2018 tax year related to assets specifically exempt as machinery under 70.111(27)(a).

On January 3, the Wisconsin Attorney General provided clarification that the machinery exemption applied regardless of the 2017 reporting schedule. This exemption has been allowed for us in 22 of the 35 jurisdictions we have locations, and for other Wisconsin grocers in other jurisdictions. However, the assessor for your jurisdiction has not accepted the 2018 return as filed claiming various assets as machinery and not reportable on Schedule D. These assets meet the definition associated with Schedule C assets for the 2017 tax year. Therefore, when the law was changed to create an exemption for machinery, these assets became exempt.

Sheboyganfest, Inc. has previously paid the assessed tax for \$62,547.22 due on January 31, 2019, by check number 425073. A copy of the tax bill has been included. Therefore, the claim for refund is in the amount of \$60,069.25, plus any applicable interest under 74.35(4).

Please contact me directly if you have any questions at (608) 779-2720.

Sincerely,

A handwritten signature in cursive script that reads "Sandy Kjome".

Sandy Kjome
Controller
Skogen's Festival Foods

Enclosures

paid 1/24/19 # 425073 \$62,547.22

21-586

PERSONAL PROPERTY TAX BILL FOR 2018

CITY OF SHEBOYGAN

Total Due For Full Payment

Bill #: 993
 Parcel #: 59281895460P
 Alt. Parcel #:
 SHEBOYGANFEST, INC
 3800 EMERALD DR E
 ONALASKA WI 54650-6760

To view payments, property information, and maps go to treasurer.sheboygancounty.com

By January 31, 2019
 \$62,547.22

-- OR --

Pay First Installment
 By January 31, 2019
 \$62,547.22

Make Check Payable and Mail to:
 CITY OF SHEBOYGAN
 MARTY HALVERSON, FINANCE DIR
 828 CENTER AVENUE
 SHEBOYGAN WI 53081
 920-459-3311



Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	In person payments should be made at one of the 4	Wisconsin Bank & Trust Lobby	Bring tax bill and payment.
	Wisconsin Bank & Trust locations in Sheboygan.	4210 Highway 42 North, Sheboygan	Mon-Fri - 9:00 to 4:00
		655 S Taylor Drive, Sheboygan	No Sat collection.
		604 N 8th Street, Sheboygan	No Drive-thru Payments.
		3220 S Business Drive, Sheboygan	Closed 12/24/18 at 12:30.
			12/25/18, 01/01/19 and 01/21/19.

Other Drop Off Sites: None
 Drop Box: Located at Temporary City Hall - 606 N. 9th Street, Sheboygan
 Dates Municipality Closed: 12/24/18, 12/25/18, 12/31/18, 1/1/19
 Online Payments: www.sheboyganwi.gov - Click on property tax payment options banner on homepage. NOTE: Services fees will apply.
 Other Information: Email tax questions and receipt requests to: taxinfo@sheboyganwi.gov
 Telephone: 920-459-3311



**STATE OF WISCONSIN
 PERSONAL PROPERTY TAX BILL FOR 2018
 CITY OF SHEBOYGAN
 SHEBOYGAN COUNTY**

BILL NO. 993
 Correspondence should refer to parcel number
PARCEL#: 59281895460P
 SEQ# 1194

Property Address
 595 S TAYLOR DR

Assessed Value Land Personal	Ass'd Value Improvements Property	Total Assessed Value 2,451,690	Ave. Assmt. Ratio 0.9048	Est. Fair Mkt. Land Personal	Est. Fair Mkt. Improvements Property	Total Est. Fair Mkt. 2,709,600	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2017 Est. State Aids Allocated Tax Dist.	2018 Est. State Aids Allocated Tax Dist.	2017 Net Tax	2018 Net Tax	% Tax Change	Gross Property Tax 62,547.22
STATE OF WISCONSIN		1,666,451	1,683,104	15,921.01	13,887.56	-12.8%	First Dollar Credit
SHEBOYGAN COUNTY		13,335,856	13,418,661	28,324.12	24,294.80	-14.2%	Lottery Credit
CITY OF SHEBOYGAN		58,520,424	59,766,611	25,465.03	22,203.60	-12.8%	Net Property Tax 62,547.22
SHEBOYGAN		2,827,594	2,897,907	2,486.60	2,161.26	-13.1%	
LTC							
Total		76,350,325	77,766,283	72,196.76	62,547.22	-13.4%	
		First Dollar Credit					
		Lottery & Gaming Credit					
		Net Property Tax		72,196.76	62,547.22	-13.4%	
School taxes reduced by school levy tax credit \$4,833.39		IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits) 0.025511878		TOTAL DUE FOR FULL PAYMENT	
SHEBOYGANFEST, INC 3800 EMERALD DR E ONALASKA WI 54650-6760						PAY BY January 31, 2019 \$ 62,547.22 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.	

FOR INFORMATIONAL PURPOSES ONLY
 - Voter Approved Temporary Tax Increases
 Taxing Jurisdiction SHEBOYGAN

Total Additional Taxes 586,149.00
 Total Additional Taxes Applied to Property 620.09
 Year Increase Ends 2037

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PA-6853 (R 5-19)

VI

5.11

R. C. No. 315 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 279-17-18 by Finance and Personnel Committee and R. O. No. 46-17-18 by City Clerk submitting a claim from J. Richard Law Offices, LLC for alleged injuries sustained by their client, Darlene Jesion, in a trip and fall incident on or about March 21, 2017 on the front steps of the Sheboygan County Courthouse; recommends referring to Finance and Personnel Committee of the new council.

*Finance Personnel
2019-2020
File*

Permal Ruffless
James A. Bothra
[Signature]

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

5.8

R. C. No. 279 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 46-17-18 by City Clerk submitting a claim from J. Richard Law Offices, LLC for alleged injuries sustained by their client, Darlene Jesion, in a trip and fall incident on or about March 21, 2017 on the front steps of the Sheboygan County Courthouse; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2018-2019
4819 refer to Finance + Personnel of new council
file*

James A Bohre

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

II

4.6

R. O. No. 46 - 17 - 18. By CITY CLERK. June 5, 2017.

Submitting a claim from J. Richard Law Offices, LLC for alleged injuries sustained by their client, Darlene Jesion, in a trip and fall incident on or about March 21, 2017 on the front steps of the Sheboygan County Courthouse.

~~Finance~~
~~Personnel~~
~~Finance Personnel~~
~~of new council~~
file

City Clerk

May 16, 2017

Sheboygan County Clerk
Attn: Jon Dolson
Administration Building – Room 129
508 New York Avenue
Sheboygan, WI 53081

(VIA PERSONAL SERVICE)

AGENT FOR STATE PROCESS SERVICE, INC.

Time of Service 1220 a AM PM

Date of Service 5/23/17

Served upon: _____

at _____

Personal Service | Substitute personal service
 Corporate Service | Filing

City of Sheboygan Clerk
Attn: Sue Richards
828 Center Avenue
Suite 100
Sheboygan, WI 53081

(VIA PERSONAL SERVICE)

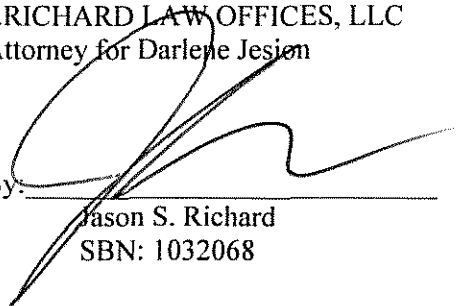
NOTICE OF INJURY

Please take notice that Ms. Darlene Jesion, of 212 North Main Street, Apartment 303, Cedar Grove, Wisconsin 53013, by her attorney, Jason S. Richard of J.Richard Law Offices, LLC, presents this Notice of Injury to recover for personal injuries sustained in a trip and fall incident on or about March 21, 2017.

On or about March 21, 2017, at approximately 4:30 p.m., Ms. Jesion was walking up the front steps at the Sheboygan County Courthouse, located at 615 North 6th Street, Sheboygan, Wisconsin 53081, when she tripped and fell on a portion of concrete step that was crumbled and broken. Ms. Jesion sustained injuries as a result of this incident and is still under medical care. The amount of her claim is currently unknown.

Dated at Milwaukee, Wisconsin this 16th day of May, 2017.

J.RICHARD LAW OFFICES, LLC
Attorney for Darlene Jesion

By: 
Jason S. Richard
SBN: 1032068

POST OFFICE ADDRESS:
133 East Garfield Avenue
Milwaukee, Wisconsin 53212
Phone: (414) 232-1792
Fax: (414) 755-7660
Email: jason@jrichardlaw.com

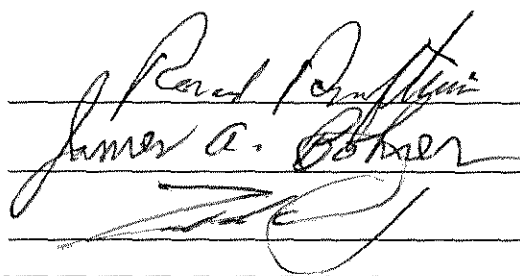
VI

5.12

R. C. No. 316 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 284-17-18 by Finance and Personnel Committee and R. O. No. 47-17-18 by City Clerk submitting a claim from Wisconsin Public Service Corporation for alleged damages they sustained when a City of Sheboygan employee did strike and damage 2" PE gas main while excavating to install new lateral from catch basin to manhole; recommends referring to Finance and Personnel Committee of the new council.

*Finance & Personnel
2019-2020
file*

	_____
_____	_____
_____	_____
_____	_____
	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

VI

5.9

R. C. No. 284 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 47-17-18 by City Clerk submitting a claim from Wisconsin Public Service Corporation for alleged damages they sustained when a City of Sheboygan employee did strike and damage 2" PE gas main while excavating to install new lateral from catch basin to manhole; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2018 2019
4-8-19 new to Finance +
Personnel of new council
file*

James A Bohrer

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

II

4.7

R. O. No. 47 - 17 - 18. By CITY CLERK. June 5, 2017.

Submitting a claim from Wisconsin Public Service Corporation for alleged damages they sustained when a City of Sheboygan employee did strike and damage 2" PE gas main while excavating to install new lateral from catch basin to manhole.

~~Finance~~
~~Personnel~~
~~Finance + Personnel~~
~~of city council~~
file

City Clerk



Wisconsin Public Service Corporation
Claims - A145
P.O. Box 1132
Milwaukee, WI 53201-1132
Phone 800-558-3303 x3437
Fax 262-523-7889
Email damageclaims@wecenergygroup.com

CLAIM 04-17

NOTICE OF CLAIM FOR DAMAGES

**TO: City of Sheboygan
Attn: City Clerk
2026 New Jersey Ave
Sheboygan, WI 53081-4714**

PLEASE TAKE NOTICE, that pursuant to Sec. 893.80, Wis. Stats, Wisconsin Public Service Corporation, 700 North Adams Street, Green Bay, Wisconsin by Mary Ritenour, Claims Analyst, hereby gives notice that on or about June 7, 2016, the claimant suffered damage and associated loss of gas service in the area of S 17th Street and Alabama Avenue in the City of Sheboygan, Wisconsin.

PLEASE TAKE FURTHER NOTICE that at the aforementioned time and place, the claimant sustained damage to 2" PE gas main.

PLEASE TAKE FURTHER NOTICE, that all times material City of Sheboygan through its officials, employees, agents or representatives, including but not limited to City of Sheboygan Department of Public Works did strike and damage unexposed gas main during excavation with power equipment.

PLEASE TAKE FURTHER NOTICE that the damages suffered by Wisconsin Public Service Corporation were directly and proximately caused by the actions of City of Sheboygan in that its employee, in the normal course of employment, did strike and damage 2" PE gas main while excavating to install new lateral from catch basin to manhole.



Wisconsin Public Service Corporation
Claims - A145
P.O. Box 1132
Milwaukee, WI 53201-1132
Phone 800-558-3303 x3437
Fax 262-523-7889
Email damageclaims@wecenergygroup.com

City of Sheboygan

Page 2

PLEASE TAKE FURTHER NOTICE, that by reason of the aforesaid actions of City of Sheboygan, Wisconsin Public Service Corporation sustained damages for which it makes claim upon City of Sheboygan in the sum yet to be determined and such other relief as provided by law.

PLEASE TAKE FURTHER NOTICE, that Mary Ritenour is the representative of the claimant in this matter, and any request for further information should be addressed to said individual at PO Box 1132, Milwaukee, Wisconsin, 53201-1132.

Dated at Milwaukee, Wisconsin, this 12th day of May, 2017.

WE ENERGIES

By Mary Ritenour
Mary Ritenour, Claims Analyst

P.O. ADDRESS:
We Energies
Claims, Room A145
PO Box 1132
Milwaukee WI 53201-1132
Telephone: 414-221-3788

Claim Number CL-201739733

VI

5.19

R. C. No. 323 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 303-17-18 by Finance and Personnel Committee and R. O. No. 314-17-18 by City Clerk submitting a Notice of Injury from Gendlin, Liverman & Rymer, S.C. on behalf of their client, Willard Jepsen, for alleged injuries due to a fall at 1431 North 4th Street; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2019-2020
file*

James A. Bohner
[Signature]

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

VI

5.28

R. C. No. 303 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 314-17-18 by City Clerk submitting a Notice of Injury from Gendlin, Liverman & Rymer, S.C. on behalf of their client, Willard Jepsen, for alleged injuries due to a fall at 1431 North 4th Street; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2018-2019
7-8-19 refer to Finance
Personnel of new council
file*

James A. Bob
[Signature]

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

II

5.5

R. O. No. 314 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a Notice of Injury from Gendlin, Liverman & Rymer, S.C. on behalf of their client, Willard Jepsen, for alleged injuries due to a fall at 1431 North 4th Street.

CITY CLERK

*Finance
+
Personnel
Finance + Personnel
of new Council.
file*

38-17
MAR 7 '18 AM 11:21

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY
ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
*JOHN D. GEORGIN
** MICHAEL J. RYAN
*† LINCOLN K. MURPHY
* DANIEL E. MEYLINK

* Licensed in Wisconsin
** Licensed in Illinois
Licensed in Ohio
† Certified Civil Trial Specialist by
The National Board of Trial Advocacy

March 5, 2018

Meredith DeBruin, City Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Willard Jepsen
Date/Injury: 01/20/18

To Whom It May Concern:

Enclosed herewith please find an original and one (1) copy of the Notice of Injury Form relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: 
Daniel E. Meylink

DEM/km

NOTICE OF INJURY

TO: Meredith DeBruin, City Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

David Biebel
Director of Public Works
2026 New Jersey Ave.
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Willard Jepsen, an adult, residing at 327 Superior Ave, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Willard Jepsen, an adult resident of the City of Sheboygan, residing at 327 Superior Ave., Sheboygan, WI 53087, are GENDLIN, LIVERMAN & RYMER, S.C., 10335 W. Oklahoma Ave. Suite 300, Milwaukee, WI 53227.

2. That Willard Jepsen sustained serious personal injuries at approximately 1:16 p.m. on January 20, 2018 at 1431 N. 4th Street, in the City and County of Sheboygan, when he slipped and fell on an unsalted icy sidewalk that is the responsibility of the City of Sheboygan and the Department of Public Works.

3. That a proximate cause of said injuries was the negligence of City of Sheboygan, and the Department of Public Works, causing serious injuries.

4. That as a result of the aforestated incident, Willard Jepsen sustained serious personal injuries, pain, suffering and disability and incurred medical expenses and loss of earnings.

5. That the undersigned is one of the attorneys for Willard Jepsen, and is, therefore, authorized to give this Notice of Injury and certifies that the above-described injury, damage or death actually occurred, that I have read the above notice and that the same is true to my knowledge except for those matters stated upon information and belief and as to those matters, I believe the same to be true.

Dated at Milwaukee, Wisconsin, this 1st day of March, 2018.

GENDLIN LIVERMAN, & RYMER, S.C.

BY: [Signature]
Daniel E. Meylink

P.O. ADDRESS

Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227

(414) 272-3399

STATE OF WISCONSIN

COUNTY OF Milwaukee

Subscribed and sworn to before me this

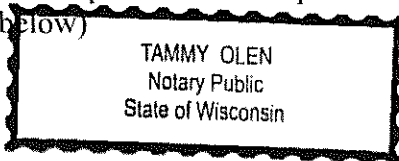
This 1st day of March, 2018

[Signature]

Notary Public

My commission is permanent or expires on 2/19/22.

(Seal if any below)



GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

**PERSONAL INJURY
ATTORNEYS**

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
*JOHN D. GEORGIN
* ** MICHAEL J. RYAN
*† LINCOLN K. MURPHY
* DANIEL E. MEYLINK

* Licensed in Wisconsin
** Licensed in Illinois
Licensed in Ohio
† Certified Civil Trial Specialist by
The National Board of Trial Advocacy

March 5, 2018

David Biebel
Director of Public Works
2026 New Jersey Ave.
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Willard Jepsen
Date/Injury: 01/20/18

To Whom It May Concern:

Enclosed herewith please find an original and one (1) copy of the Notice of Injury Form relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Daniel E. Meylink
Daniel E. Meylink

DEM/km

NOTICE OF INJURY

TO: Meredith DeBruin, City Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

David Biebel
Director of Public Works
2026 New Jersey Ave.
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Willard Jepsen, an adult, residing at 327 Superior Ave, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Willard Jepsen, an adult resident of the City of Sheboygan, residing at 327 Superior Ave., Sheboygan, WI 53087, are GENDLIN, LIVERMAN & RYMER, S.C., 10335 W. Oklahoma Ave. Suite 300, Milwaukee, WI 53227.

2. That Willard Jepsen sustained serious personal injuries at approximately 1:16 p.m. on January 20, 2018 at 1431 N. 4th Street, in the City and County of Sheboygan, when he slipped and fell on an unsalted icy sidewalk that is the responsibility of the City of Sheboygan and the Department of Public Works.

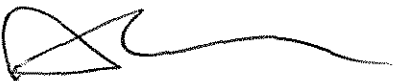
3. That a proximate cause of said injuries was the negligence of City of Sheboygan, and the Department of Public Works, causing serious injuries.

4. That as a result of the aforesaid incident, Willard Jepsen sustained serious personal injuries, pain, suffering and disability and incurred medical expenses and loss of earnings.

5. That the undersigned is one of the attorneys for Willard Jepsen, and is, therefore, authorized to give this Notice of Injury and certifies that the above-described injury, damage or death actually occurred, that I have read the above notice and that the same is true to my knowledge except for those matters stated upon information and belief and as to those matters, I believe the same to be true.

Dated at Milwaukee, Wisconsin, this 1st day of March, 2018.

GENDLIN LIVERMAN, & RYMER, S.C.

BY: 
Daniel E. Meylink

P.O. ADDRESS

Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227

(414) 272-3399

STATE OF WISCONSIN

COUNTY OF Milwaukee

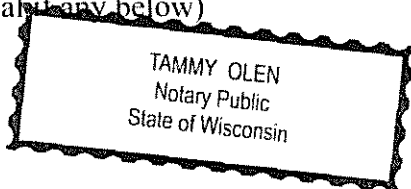
Subscribed and sworn to before me this

This 1st day of March, 2018


Notary Public

My commission is permanent or expires on 3/19/22.

(Seal if any below)



VI

5.27

R. C. No. 331 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 140-18-19 by City Clerk submitting a claim from Larry Schoemer for alleged damages to his vehicle when wind blew a barricade into the hood; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2019-2020
File*

Ronald Proffitt
James A. Bohner
[Signature]

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

II

4.3

R. O. No. 140 - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a claim from Larry Schoemer for alleged damages to his vehicle when wind blew a barricade into the hood.

*Finance Personnel
4-8-19 refer to Finance +
Personnel of new council.
file*

CITY CLERK

DATE RECEIVED 10-5-18

RECEIVED BY JW

CLAIM NO. 17-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

OCT 10 '18 AM 10:33
OCT 10 '18 AM 10:33

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.

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

- 1. Name of Claimant: Larry Schoemer
- 2. Home address of Claimant: 9220 Middle Rd OOSTBURG WIS 53070
- 3. Home phone number: 920-452-9226
- 4. Business address and phone number of Claimant: _____
- 5. When did damage or injury occur? (date, time of day) 10-4-18 Some time over Night
- 6. Where did damage or injury occur? (give full description) Gaspers Auto Clinic 1923 Oakland Ave In parking lot
- 7. How did damage or injury occur? (give full description) wind blew barricade on the hood of my Buick Lasabre
- 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: _____

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

Dents + Paint marks on the Hood of my car

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

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

Auto: \$ 1,357.83 or 1,182.87
 Property: \$ _____
 Personal injury: \$ _____
 Other: (Specify below) \$ _____

TOTAL \$ _____

Damaged vehicle (if applicable)

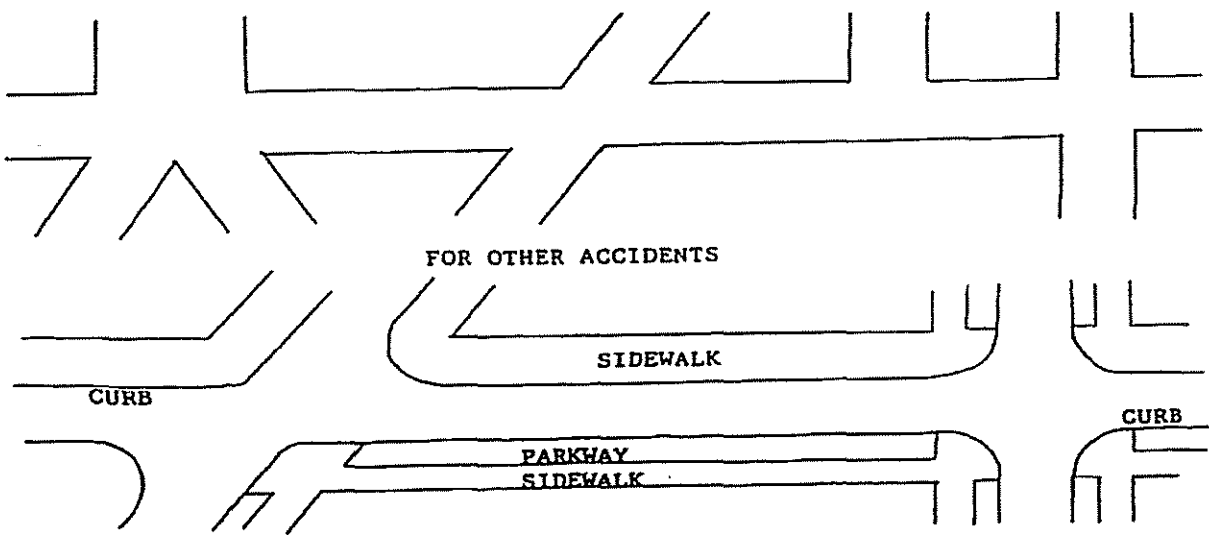
Make: Buick Model: Lasabre Year: 2005 Mileage: 108000

Names and addresses of witnesses, doctors and hospitals: _____

Brian Malwitz of Gaspers

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 Larry Schoemer

DATE 10-5-18

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:	<u>Larry Schoemer</u>	Auto	\$ <u>1,357 or 1,182</u>
Claimant's Address:	<u>9220 Middle RD</u>	Property	\$ _____
	<u>OOSTBURG Wis 53070</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-452-9226</u>	Other (Specify below)	\$ _____
			<u>TOTAL \$1,357 or 1,182</u>

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 \$ 1,357 or 1,182

SIGNED Larry Schoemer DATE: 10-5-18

ADDRESS: 9220 Middle RD OOSTBURG, WIS 53070

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

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** PRELIMINARY ESTIMATE ***

10/08/2018 02:44 PM

Owner

Owner: LARRY SCHOEMER
Address: 9220 MIDDLE ROAD
City State Zip: Oostburg, WI 53070

Work/Day: (920)452-9226
FAX:

Inspection

Inspection Date: 10/08/2018 02:44 PM
Primary Impact: Front

Inspection Type:
Secondary Impact:

Appraiser Name: PATRICK KARBE
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com

Appraiser License # :
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:

Days To Repair: 5

Vehicle

OEM Part Price Quote ID: ****

2005 Buick Le Sabre Custom 4 DR Sedan
6cyl Gasoline 3.8
4 Speed Automatic

Lic.Plate: 207LEW
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: MEDIUM SPIRAL GREY
Ext. Refinish: Two-Stage
Ext. Paint Code: 812K

Lic State: WI
VIN: 1G4HP52K45U208114
Mileage: 117,308
Mileage Type: Actual
Code: S4343A
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

AM/FM CD Player
Anti-Lock Brakes
Dual Airbags
Lighted Entry System

Air Conditioning
Auto Load Leveling
Intermittent Wipers
OnStar System

Alarm System
Cruise Control
Keyless Entry System
Overhead Console

Power Brakes	Power Door Locks	Power Drivers Seat
Power Mirrors	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Split Front Bench Seat
Strg Wheel Radio Control	Tilt Steering Wheel	Tinted Glass
Twilight Sentinel	Velour/Cloth Seats	

Damages

Line Op	Guide	MC	Description	MFR,Part No.	Price	ADJ% B%	Hours	R
Front Bumper								
1	N	6	Front Bumper Cover R&I	Additional Labor			1.6	SM
2	I	6	Cover,Front Bumper	Repair			2.0*	SM
3	L	6	13 Cover,Front Bumper	Refinish			3.7	RF
				2.6 Surface				
				0.6 Two-stage setup				
				0.5 Two-stage				

Front End Panel And Lamps

4	RI	11	Grille Assembly	R & I Assembly			0.3	SM
5	RI	59	Parklamp Assembly LT	R & I Assembly			0.1	SM
6	RI	60	Parklamp Assembly RT	R & I Assembly			0.1	SM

Front Body And Windshield

7	I	83	Panel,Hood	Repair			2.5*	SM
8	L	83	Panel,Hood	Refinish			3.6	RF
				3.0 Surface				
				0.6 Two-stage				

Manual Entries

9	L		Cover Car Exterior	Refinish	\$5.00*			SM
10	SB		Hazardous Waste	Sublet Repair	\$5.00*			RF*
11	L		Corrosion.Protection	Refinish	\$10.00*		0.2*	SM
12	L		Flex Additive	Refinish	\$6.00*			SM
12	Items							

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts		\$21.00
Paint & Materials	7.3 Hours @ \$38.00	\$277.40
Parts & Material Total		\$298.40
Tax on Parts & Material	@ 5.500%	\$16.41

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	0.7	6.1	6.8	\$394.40
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$58.00	7.3		7.3	\$423.40

Labor Total		14.1 Hours	\$817.80
Tax on Labor	@ 5.500%		\$44.98
Sublet Repairs			\$5.00
Tax on Sublet	@ 5.500%		\$0.28

Gross Total \$1,182.87
Net Total \$1,182.87

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
OEM Part Prices DT 10/08/2018 02:44 PM EstimateID 478650093780647936 QuoteID ****
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.0.555 ES 10/08/2018 03:00 PM REL 8.0.555 DT 09/01/2018 DB 10/01/2018
© 2018 Audatex North America, Inc.

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

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

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 ***

10/08/2018 02:55 PM

Owner

Owner: LARRY SCHOEMER
Address: 9220 MIDDLE RD
City State Zip: Oostburg, WI 53070

Work/Day: (920)452-9226
FAX:

Inspection

Inspection Date: 10/08/2018 02:55 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
Work/Day:

Target Complete Date/Time:

Days To Repair: 5

Vehicle

OEM Part Price Quote ID: ****

2005 Buick Le Sabre Custom 4 DR Sedan
6cyl Gasoline 3.8
4 Speed Automatic

Lic.Plate: 207-LEW
Lic Expire:
Prod Date: 02/2005
Veh Insp# :
Condition:
Ext. Color:
Ext. Refinish: Two-Stage
Ext. Paint Code:

Lic State: WI
VIN: 1G4HP52K45U208114
Mileage:
Mileage Type: Actual
Code: S4343A
Int. Color: Graphite w/Custom Cloth Seat
Trim
Int. Refinish: Two-Stage
Int. Trim Code: 93C

Options - AudaVIN Information Received

AM/FM CD Player
Anti-Lock Brakes
Chromed Alloy Wheels
Dual Airbags
Lighted Entry System
Power Door Locks
Power Steering
Rem Trunk-LJGate Release
Tilt Steering Wheel
Traction Control System
XM Satellite Radio

Air Conditioning
Auto Load Leveling
Cruise Control
Intermittent Wipers
Overhead Console
Power Drivers Seat
Power Windows
Split Front Bench Seat
Tinted Glass
Twilight Sentinel

Alarm System
Automatic Dimming Mirror
Driver Information Sys
Keyless Entry System
Power Brakes
Power Mirrors
Rear Window Defroster
Strg Wheel Radio Control
Tire Pressure Monitor
Velour/Cloth Seats

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Front Bumper									
1	RI	6		Front Bumper Cover R&I	R & I Assembly			1.6	SM
2	I	6		Cover,Front Bumper	Repair			1.0*	SM
3	L	6	13	Cover,Front Bumper	Refinish			3.7	RF
					2.6 Surface				
					0.6 Two-stage setup				
					0.5 Two-stage				

Front Body And Windshield

4	I	83		Panel,Hood	Repair			5.0*	SM
5	L	83		Panel,Hood	Refinish			3.6	RF
					3.0 Surface				
					0.6 Two-stage				
6	RI	83		Hood Panel R & I	R & I Assembly			0.5	SM

Manual Entries

7	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*			SM
8	EC			BODY REPAIR MATERIALS	Replace Economy	\$35.00*			SM*
8				Items					

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts		\$40.25	
Paint & Materials	7.3 Hours @ \$40.00	\$292.00	
Parts & Material Total			\$332.25
Tax on Parts & Material	@ 5.500%		\$18.27

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	2.1	6.0	8.1	\$502.20
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$62.00	7.3		7.3	\$452.60
Labor Total				15.4 Hours	\$954.80
Tax on Labor		@ 5.500%			\$52.51
Gross Total					\$1,357.83
Net Total					\$1,357.83

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
 OEM Part Prices DT 10/08/2018 02:55 PM EstimateID 478652825736347648 QuoteID ****
 Recycled Parts NOT REQUESTED
 Rate Name Default

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

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

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
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IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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VI

5.31

R. C. No. 335 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 183-18-19 by City Clerk submitting a Notice of Claim from Joe Burgarino regarding alleged damages to his transportation scooter when it hit a water service shutoff stop box protruding from the sidewalk; recommends referring to Finance and Personnel Committee of the new council.

*Finance & Personnel
2019-2020
File*

Paul Pappas
James A. Bohan

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

II

3.1

R. O. No. 183 - 18 - 19. By CITY CLERK. December 3, 2018.

Submitting a Notice of Claim from Joe Burgarino regarding alleged damages to his transportation scooter when it hit a water service shutoff stop box protruding from the sidewalk.

CITY CLERK

*Finance
Personnel
1-8-19
response to Finance +
Council of new council
File*

NOV 20 '18 PM 4:01

Claim# 20-18
MKC

NOTICE OF CLAIM

TO: City Clerk Meredith DeBruin
City of Sheboygan
606 N. 9th St.
Sheboygan, WI 53081

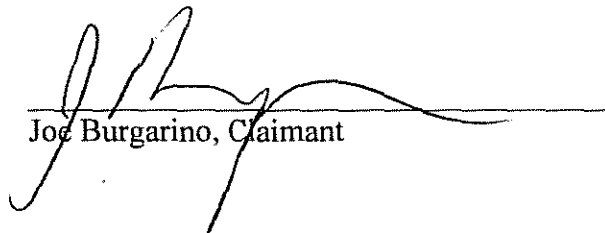
TO: Director of Public Works
David Biebel
Municipal Service Building
2026 New Jersey Ave.
Sheboygan, WI 53081

NOTICE IS HEREBY GIVEN, pursuant to Section 893.80, Wisconsin Statutes, to the City of Sheboygan, Sheboygan County, Wisconsin, and the above named officer(s), official(s), employee(s), or agent(s) thereof, that the person whose name and address is given below asserts a Claim against the City and the named officer, official, agent, or employee for damages, loss and injury resulting from the following events and circumstances which occurred on August 18, 2018 within one hundred twenty (120) days of this Notice:

City maintained sidewalk at 1635 Erie Avenue, Sheboygan, WI in a dangerous condition. Water service shutoff stop box protruding from sidewalk caused damage to transportation scooter (2018 Titan Hummer XL) in the sum of \$2,400.00. Claimant was operating said scooter on the sidewalk which had no markings indicating the dangerous conditions at the time the scooter crashed into the stop box.

CLAIMANT asserts the acts or omissions complained of were carried out under the authority of the City and were not the intentional or malicious acts of the named individuals or an exercise of legislative, quasi-legislative, judicial or quasi-judicial authority of the City.

Dated this 20 day of November, 2018.



Joe Burgarino, Claimant

Joe Burgarino
703 High Avenue, Apt. 401
Sheboygan, WI 53081

CLAIM

TO: City Clerk Meredith DeBruin
City of Sheboygan
606 N. 9th St.
Sheboygan, WI 53081

TO: Director of Public Works
David Biebel
Municipal Service Building
2026 New Jersey Ave.
Sheboygan, WI 53081

Pursuant to Section 893.80, Wisconsin Statutes, the claimant, whose name and address is state below, hereby demands from the City of Sheboygan monetary and other relief to which it is entitled by law because of acts or omissions of the City and its officers, officials, agents, and employees.

The circumstances giving rise to this CLAIM are described in the NOTICE OF CLAIM served on the City on November _____, 2018.

Claimant demands monetary relief in the total sum of Two Thousand Four Hundred dollars (\$2,400.00), itemized as follows:

Damage to transportation scooter, 2018 Titan Hummer XL.

TOTAL CLAIM: \$2,400.00

Dated this 20 day of November, 2018.



Joe Burgarino, Claimant

Joe Burgarino
703 High Avenue, Apt. 401
Sheboygan, WI 53081

VI

5.37

R. C. No. 341 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 213-18-19 by City Clerk submitting a claim from Jacob Lingl for alleged damages to the mirror on his vehicle when it was struck by a snow plow; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2019-2020
File*

Ronald Pennington
James A. Bohrer

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

II

3.2

R. O. No. 213 - 18 - 19. By CITY CLERK. February 4, 2019.

Submitting a claim from Jacob Lingl for alleged damages to the mirror on his vehicle when it was struck by a snow plow.

*Finance + Personnel
4-8-19 ref to Finance
Personnel of new council
File*

CITY CLERK

JAN 24 '19 AM 11:01

DATE RECEIVED 01-24-19

RECEIVED BY JW

CLAIM NO. 25-18

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: Jacob Lingl
- 2. Home address of Claimant: 815 Bell Ave. Sheboygan, WI 53083
- 3. Home phone number: 920-946-9417
- 4. Business address and phone number of Claimant: 2035 Stonebridge Rd, West Bend, WI 53095

- 5. When did damage or injury occur? (date, time of day) 1/1/19 Overnight / Early Morning
- 6. Where did damage or injury occur? (give full description) In the road on the south side of Bell Ave. in front of home (815).

- 7. How did damage or injury occur? (give full description) It appears a snow plow struck and damaged the drivers side mirror of my vehicle while plowing Bell Ave. A police report was filed and is on record : PoliceReport# C19-00035.

- 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: Unknown
 - (b) Claimant's statement of the basis of such liability: Bell Ave. was plowed over the night / early morning leaving a clear plow line next to my vehicle along with broken parts of my side view mirror assembly on the road.

- 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: N/A
 - (b) Claimant's statement of basis for such liability: N/A

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

JAN 24 '19 AM 11:01

Property Damage - Damage to drivers side mirror of vehicle.

11. Name and address of any other person injured: N/A

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

Auto:	\$	<u>\$454.01 - See attached</u>
Property:	\$	<u> </u>
Personal injury:	\$	<u> </u>
Other: (Specify below	\$	<u> </u>
TOTAL	\$	<u>\$454.01 - See attached</u>

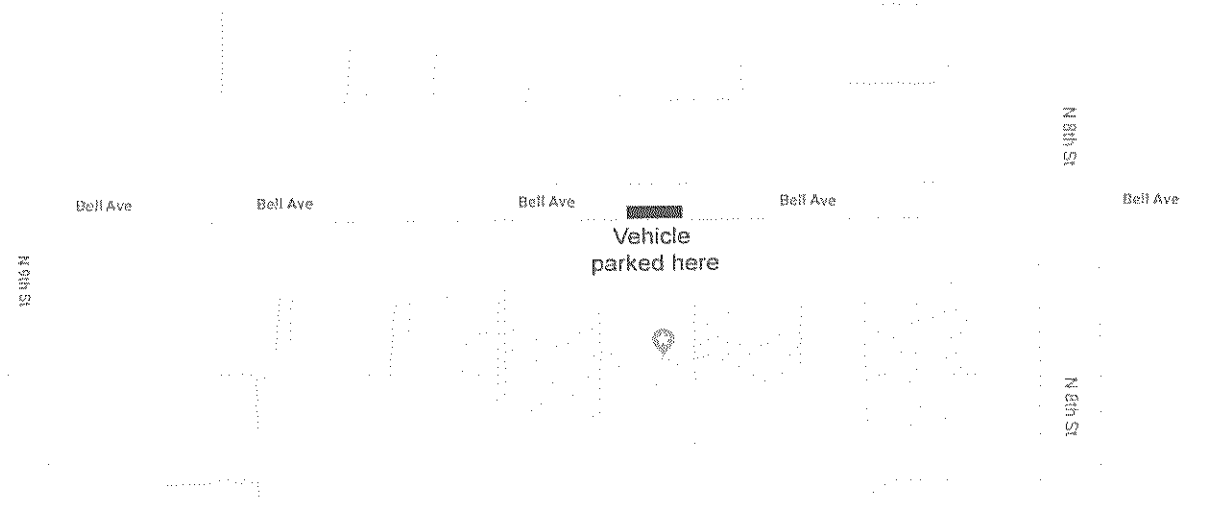
Damaged vehicle (if applicable)

Make: Ford Model: Focus SES Year: 2009 Mileage: ~174,000

Names and addresses of witnesses, doctors and hospitals: N/A

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 1/23/19

DATE RECEIVED 1-24-19

RECEIVED BY JW

CLAIM NO. 25-18

CLAIM

Claimant's Name: Jacob Lingl

Claimant's Address: 815 Bell Ave.
Sheboygan, WI 53083

Claimant's Phone No. 920-946-9417

Auto \$ \$454.01

Property \$ _____

Personal Injury \$ _____

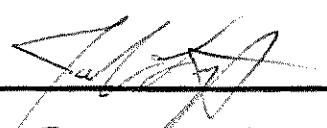
Other (Specify below) \$ _____

TOTAL \$ \$454.01

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 \$ \$454.01.

SIGNED  DATE: 1/23/19

ADDRESS: 815 Bell Ave. Sheboygan, WI 53083

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

JAN 24 '19 AM 11:01





DOUBLE A AUTO BODY, LLC.
 20 NORTH 14TH STREET
 P.O. BOX 586
 OOSTBURG, WI 53070-0586
 PHONE: (920)564-3534 FAX: (920)564-6187

*** PRELIMINARY ESTIMATE ***

01/11/2019 04:20 PM

Owner

Owner: JACOB LINGL
 Address: 815 BELL AVE
 City State Zip: Sheboygan, WI 53083

Work/Day: (920)946-9417
 FAX:

Inspection

Inspection Date: 01/11/2019 04:23 PM

Inspection Type:

Appraiser Name: Dale Schreurs

Appraiser License # :

Repairer

Repairer: DOUBLE A AUTO BODY LLC
 Address: 20 N 14TH STREET
 PO BOX 700586
 City State Zip: OOSTBURG, WI 53070
 Email: doubleaautobody@frontier.com

Contact: DALE SCHREURS
 Work/Day: (920)564-3534
 FAX: (920)564-6187
 Cell: (920)918-6170

Target Complete Date/Time:

Days To Repair: 1

Vehicle

OEM Part Price Quote ID: ****

2009 Ford Focus SES 2 DR Coupe
 4cyl Gasoline 2.0 Dohc
 4 Speed Automatic

Lic Expire:
 Veh Insp# :
 Condition:
 Ext. Refinish: Two-Stage

VIN: 1FAHP33NX9W198691
 Mileage Type: Actual
 Code: P1592D
 Int. Refinish: Two-Stage

Options

2nd Row Head Airbags
 Aluminum/Alloy Wheels
 Bucket Seats
 Compact Spare Tire
 Dual Airbags
 Fog Lights
 Heated Power Mirrors
 Leather Steering Wheel
 Power Brakes
 Power Windows
 Rear Window Defroster
 Sirius Satellite Radio
 Tachometer

AM/FM CD Player
 Automatic Dimming Mirror
 Center Console
 Cruise Control
 Electronic Compass
 Halogen Headlights
 Intermittent Wipers
 Lighted Entry System
 Power Door Locks
 Pwr Accessory Outlet(s)
 Rem Trunk-L/Gate Release
 Split Folding Rear Seat
 Theft Deterrent System

Air Conditioning
 Auxiliary Audio Input
 Chrome Grille
 Driver Information Sys
 Floor Mats
 Head Airbags
 Keyless Entry System
 MP3 Decoder
 Power Steering
 Rear Spoiler
 Side Airbags
 Strg Wheel Radio Control
 Tilt Steering Wheel

Tinted Glass	Tire Pressure Monitor	Trip Computer
USB Audio Input(s)	Velour/Cloth Seats	Wireless Audio Streaming
Wireless Phone Connect		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	E	243		Mirror,Outer R/C LT	8S4Z17683CA	\$103.48			0.9	SM
2	E	1082		Cover,Frt Door Mirror LT	8S4Z17D743BAPTM	\$57.45			0.2	SM
3	L	1082	13	Cover,Frt Door Mirror LT	Refinish				1.2	RF
					0.5 Surface					
					0.6 Two-stage setup					
					0.1 Two-stage					

Manual Entries										
4	SB			Hazardous Waste Removal	Sublet Repair	\$5.00*				SM
	4	Items								

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts					\$160.93					
Paint & Materials		1.2 Hours @	\$44.00		\$52.80					
Parts & Material Total									\$213.73	
Tax on Parts & Material		@	5.500%						\$11.76	
Labor		Rate	Replace	Repair Hrs	Total Hrs					
			Hrs							
Sheet Metal (SM)		\$64.00		1.1	1.1	\$70.40				
Mech/Elec (ME)		\$85.00								
Frame (FR)		\$74.00								
Refinish (RF)		\$64.00		1.2	1.2	\$76.80				
Labor Total					2.3 Hours				\$147.20	
Tax on Labor			@	5.500%		\$8.10				
Sublet Repairs						\$5.00				
Tax on Sublet			@	5.500%		\$0.28				
Gross Total									\$386.07	
Net Total									\$386.07	

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53070 Default
 OEM Part Prices DT 01/11/2019 04:20 PM EstimateID 513116203116453888 QuoteID ****
 Rate Name Default

Audatex Estimating 8.0.643 ES 01/11/2019 04:26 PM REL 8.0.643 DT 12/01/2018
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0.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

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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Silver Spring Collision Center

Workfile ID: 2f3f34be
Federal ID: 39-1597165

"We takes dents out of accidents"
www.silverspringcollisioncenter.com
3000 West Washington Street, West Bend, WI
53095
Phone: (262) 306-1900
FAX: (262) 306-7554

Preliminary Estimate

Customer: LINGL, JACOB

Job Number:

Written By: Tony Pierre

Insured: LINGL, JACOB

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 09 Left T-Bone (Left Side)

Owner:
LINGL, JACOB
815 BELL AVE
SHEBOYGAN, WI 53083
(920) 946-9417 Day

Inspection Location:
Silver Spring Collision Center
3000 West Washington Street
West Bend, WI 53095
Repair Facility
(262) 306-1900 Business

Insurance Company:

VEHICLE

2009 FORD Focus SES 2D CPE 4-2.0L Gasoline SMPI MED BLUE MET

VIN: 1FAHP33NX9W198691
License: 912-XAG
State: WI

Interior Color:
Exterior Color: MED BLUE MET
Production Date: 12/2008

Mileage In: 174,394
Mileage Out:
Condition: Good
Vehicle Out:
Job #:

TRANSMISSION

5 Speed Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Tinted Glass

Console/Storage

CONVENIENCE

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

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats
Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
Power Trunk/Gate Release

Preliminary Estimate

Customer: LINGL, JACOB

Job Number:

2009 FORD Focus SES 2D CPE 4-2.0L Gasoline SMPI MED BLUE MET

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	DOOR						
2	Repl	LT Mirror assy w/power w/heated glass	8S4Z17683CA	1	103.48	0.3	
3	Repl	LT Mirror cover primed	8S4Z17D743BAPTM	1	57.45	0.2	0.5
4		Add for Clear Coat					0.1
5	R&I	LT R&I trim panel				0.4	
6	MISCELLANEOUS OPERATIONS						
7	#	Refn	Color Tint				0.5
8	#		Flex Additive	1	5.00 T		
9	#	Subl	Hazardous Waste Removal	1	8.00 T		
10	#	Rpr	Scan For DTC-Pre Note: Mitchell Scan			0.5 M	
11	#	Rpr	Scan For DTC-Post Note: Mitchell Scan			0.5 M	
SUBTOTALS					173.93	1.9	1.1

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			160.93
Body Labor	0.9 hrs @	\$ 60.00 /hr	54.00
Paint Labor	1.1 hrs @	\$ 60.00 /hr	66.00
Mechanical Labor	1.0 hrs @	\$ 92.00 /hr	92.00
Paint Supplies	1.1 hrs @	\$ 40.00 /hr	44.00
Miscellaneous			13.00
Subtotal			429.93
Sales Tax	\$ 429.93 @	5.6000 %	24.08
Grand Total			454.01
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			454.01

MyPriceLink Estimate ID / Quote ID:

513012391361953792 / 41645358

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.

Preliminary Estimate

Customer: LINGL, JACOB

Job Number:

2009 FORD Focus SES 2D CPE 4-2.0L Gasoline SMPI MED BLUE MET

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 DE2JK08, CCC Data Date 1/10/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. 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. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. 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 refinish 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 2019 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 Information 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.

II

3.4

R. O. No. 8 - 19 - 20. By CITY CLERK. May 6, 2019.

Submitting a Notice of Injury and Notice of Claim from Dierkes Law Office, LLC on behalf of their client, James S. Pulaski for the alleged wrongful taking of property, an improper raze, an unlawful entry, seizure and destruction of property by the City of Sheboygan.

CITY CLERK

~~Finance~~
Personnel
file

MKC 3-19
4/25/19 claim #

APR 25 '19 PM 2:51

Dierkes LAW OFFICE, LLC

Thursday, April 25th, 2019

City of Sheboygan
City Clerk Meredith DeBruin
606 North 9th Street
Sheboygan, Wisconsin

Process Server
Date: 4/25/19 Time: 2:47 am/pm
 Personal Substitute
 Posted Corporate

City of Sheboygan
Building Inspection Dept
% City Attorney Charles Adams
1211 N. 23rd Street
Sheboygan, Wisconsin 53081

Re: Notice of Injury and Notice of Claim
736 South Water Street, City of Sheboygan- James S. Pulaski

Please be advised that I represent Mr. James S. Pulaski, the claimant, who is a Wyoming resident with an address of 1381 Taylor Ave, Sheridan, Wyoming 82801. Mr. Pulaski, is also the owner of the property located at 736 South Water Street, in the City of Sheboygan, which at one time included land and improvements, but now only includes land. This letter serves as Mr. Pulaski's Notice of Injury and Claim pursuant to Wis.Stat. §893.80 et al.

As I understand it, the purpose of such notice and claim is to provide the City with an opportunity to investigate, evaluate and potentially resolve a claim prior to litigation. It is my client's hope that this matter can be resolved short of litigation as well, and after investigation and review of the issue it is our hope the City of Sheboygan will adequately address the injury and damage claim.

The circumstances of the injury are as follows: Mr. Pulaski, in January of 2019, learned that the City of Sheboygan razed, demolished, and removed Mr. Pulaski's home (improvement) located on south water street, along with the personal property contained therein, and upon information and belief the raze, removal, and demolition process constituted a wrongful taking of property, an improper raze, an unlawful entry, seizure and destruction of his property, conversion, and also in violation of due process rights secured by the United States and Wisconsin Constitution, section 42 USC 1983, and a deprivation of rights secured for the life, liberty, and property of Mr. Pulaski.

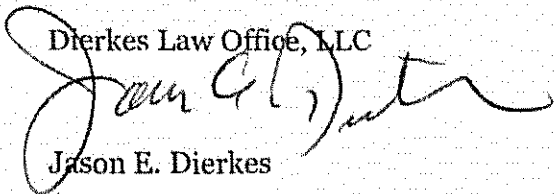
Not all of Mr. Pulaski's claims require this notice of injury or claim prior to filing suit, nor are all claims subject to the monetary damage limit by Wisconsin Statute. However, in an effort for resolution, he submits this notice of injury and claim prior to filing suit. Further, since the City has already demolished his property, Mr. Pulaski elects monetary damages as his requested form of relief, and in the amount of \$50,000.00.

It is my understanding that Mr. Pulaski's claims, injury, and facts and circumstances of his objection to this event are not new to the City. Mr. Pulaski has met with the City of Sheboygan Attorney and conveyed his concerns and injury related to this issue, spoken with the Mayor, and attached and incorporated herein as an exhibit, is Mr. Pulaski's previously sent email communication to the Mayor.

It is my client's hope that an amicable resolution can be promptly reached.

Regards,

Dierkes Law Office, LLC



Jason E. Dierkes

Attorney at Law

dierkes@dierkeslaw.com

JED/jed

File No: 19-1270

Enclosures: As stated

C:

Dear Mayor Vandersteen

Thank you for taking the time to speak with me on Friday April 12th regarding the property I own at 736 S Water Street, Sheboygan. From our conversation you had mentioned a desire to view pictures of the interior of the building to see the work that had been performed. I will get to those in a moment but first let me review a few of the salient points that were made during our conversation:

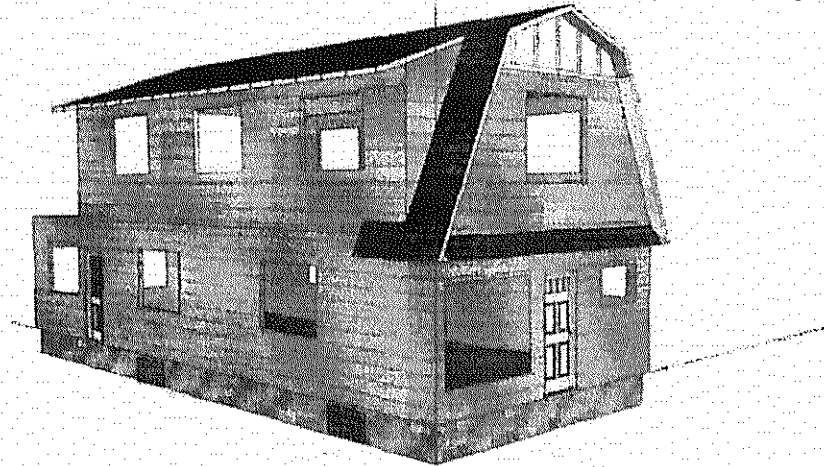
- I can document that public servants of the City of Sheboygan had my contact information, they sit next to each other and that they could have easily contacted me had they chosen to do so, specifically:
 - The City Planner and I had on a few occasions sat across from each other in his office discussing a range of topics, including the possibility of a land swap to accommodate a river walk path on the Eastern corridor of this property, the elimination of noxious weeds from the property, etc. Chad had additional correspondence on these subjects via my Veterans Administration email address, which at the time the raze order that was executed without my knowledge, continued to be an active email account. My work and home phone numbers were at the conclusion of every email.
 - The Building Inspector's office, Pat Erich, South Side Building Inspector, had a number of conversations on my gmail account, jp306972@gmail.com. I purchased a service to educate me on the specifics of becoming a Dwelling contractor, that is, someone who wants to perform the construction themselves using family and friends. I learned the building code but Pat and I had several conversations and on-site visits to the property to assure that the work I was performing was to code, something I took very seriously. Perhaps after reading this email you could call Pat and ask him if he thought I was a good egg. I certainly have a lot of respect for Pat, he is a good guy and a hard worker.
 - Captain Gary Hart, a professional acquaintance and friend, from Zablocki VA Medical Center and a member of the Sheboygan community, advised that I call the City of Sheboygan Police department so they would have good contact information. This was good advice, as the kids from the High School up the street, on two separate occasions, had broken into the property on days I was there. This in fact was one of the reasons some of the windows were boarded up, for security purposes. After I learned that my property had been razed, I called the City of Sheboygan Police, identifying myself and asking them to verify the contact info they had on file for me. It was valid contact info. At the conclusion of the last building season we took extra precautions in boarding any areas of vulnerability and posting no trespassing signs with my phone number listed on the house.
 - The Code Enforcement Officer had my contact info, as I had called to complain about the conditions that existed on the property next door to mine, owned by a slum-lord named Ryan. I was witnessing crack head behavior from some of the tenants, other tenants were complaining to me about water running into the house during rain storms and the presence of black mold growing on the walls and in the basement. The Code Enforcement Officer never returned my call though I conveyed current contact info.
 - The Power Company, Tax Assessors Office, and Refuse removal all had my contact info
- Had I been contacted with concerns about the property, I would have simply paid a subcontractor to install the new windows and siding to upgrade the external appearance of the property. As I stated this was our next goal for the property. However, when my cousin Gary was diagnosed with prostate cancer and underwent subsequent surgery, it slowed our progress to internal work on a much smaller scale.
- My first knowledge that the City of Sheboygan had taken action of the property was when a relative, I have an aunt, two first cousins and their families living in your community, called me to tell me that my house was missing.
- I am crestfallen by the loss of this property. Yes, it had older metal siding and some boarded up windows but the grounds were well cared for, it had some new windows and doors, a new roof and a new rear deck installed, we had removed almost all the overgrown trees and shrubs and had picked up any trash that was on the property.
- I am not mistaken when I state that his property looked better from the outside than many of the properties along South Water Street but more importantly the house was really shaping up. A few summers of working every weekend had really made a difference. There were views of the harbor and lighthouse from the second floor, the new rear windows had gorgeous views of the Sheboygan river and the open-concept floorplan we had achieved on both the 1st and 2nd floors, internally framed for six 4' by 5' windows upstairs, with larger windows front and rear and the two 36" entry doors and 6 foot glass slider on the main floor along with framework for larger modern windows, really had me hopeful that the finished home would be both beautiful and practical.

Here is an early rendition of the look I was hoping to achieve – the chimney would be deleted and instead, a front door with large front window would face the street where the chimney is pictured:

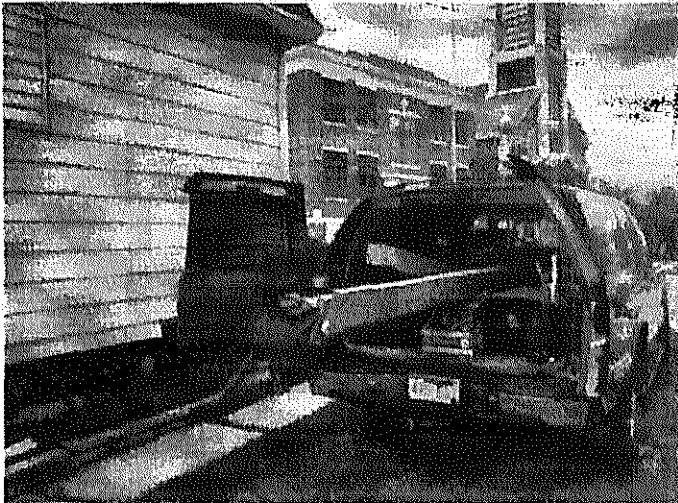


This is print of a practical drawing I made in Google SketchUp Professional, it was based upon this look. That drawing should be on file in the building permit office. This 3d drawing contains details of interior framing as well

SketchUp



I will be honest with you, when I first bought the property in January of 2016, I strongly considered tearing it down knowing that new construction on that lot might be less labor intensive. After inviting my cousin Gary to examine the property with me, we concluded that the bones of the house were still good and because of the simplicity of its design it would be easy to modernize. This assessment was dependent upon the foundation being salvageable. I caught a break in that my neighbors in West Allis, ran a foundation business using the garage next to mine as their base of operations for work within West Allis. I talked them into leveling and re-grouting the foundation. Additionally, Gary and I purchased a number of heavy timbers and floor jacks to level the 1st floor. We also replaced or added a number of floor joists.



Our next goal: The roof was in bad shape, it could have possibly been salvaged by someone with greater experience with roofing, instead we chose to remove it completely and replace it. The old roof, outside and inside pictures:



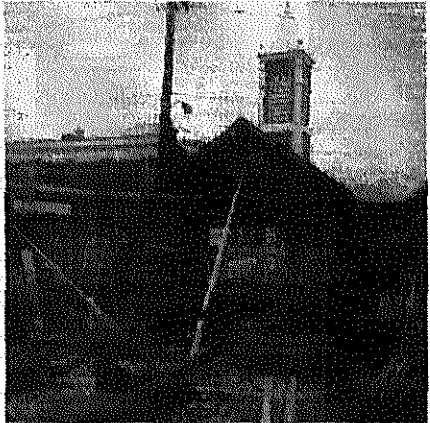
This is perhaps one of my favorite pictures of the project: My dad, cousin Gary and cousin Neejama (who is now a fireman in Houston) working together to remove the old roof. We kept many of the old, true 2" by 4" studs for reuse later but we still filled 3 Midshores dumpsters with refuse. In this picture, I'm feeling a lot of pride in my family for what we can accomplish together. My dad is a retired Air Force Master Sergeant who is 100% disabled. He has brain damage from falling off a fire truck. He would get confused and wander off but we would go find him and put him back to work. He was having fun with the boys and was very happy to be helping out. His personality is there but his short term memory is gone. Gary is a Veteran of the Vietnam war. Two of the reasons I took pride in working for the Veterans Administration.



This corner of the house was a problem and required replacement. we removed both of the old chimneys as they are impractical with modern high efficiency HVAC. Here that corner of the house has been replaced, all the new windows and the sliding door opening are framed. We are now ready to install the new roof.



Here is the completely new roof as taken inside from the 2nd floor looking from the river to the front street. Note the new roof joists and decking, this floor gets framed to 4' by 5' windows on both sides of the 2nd floor, the front window is larger 4' by 6' and rear (facing the river) gets a sliding glass door and new windows. The 2nd story flooring hadn't been replaced yet in this picture.





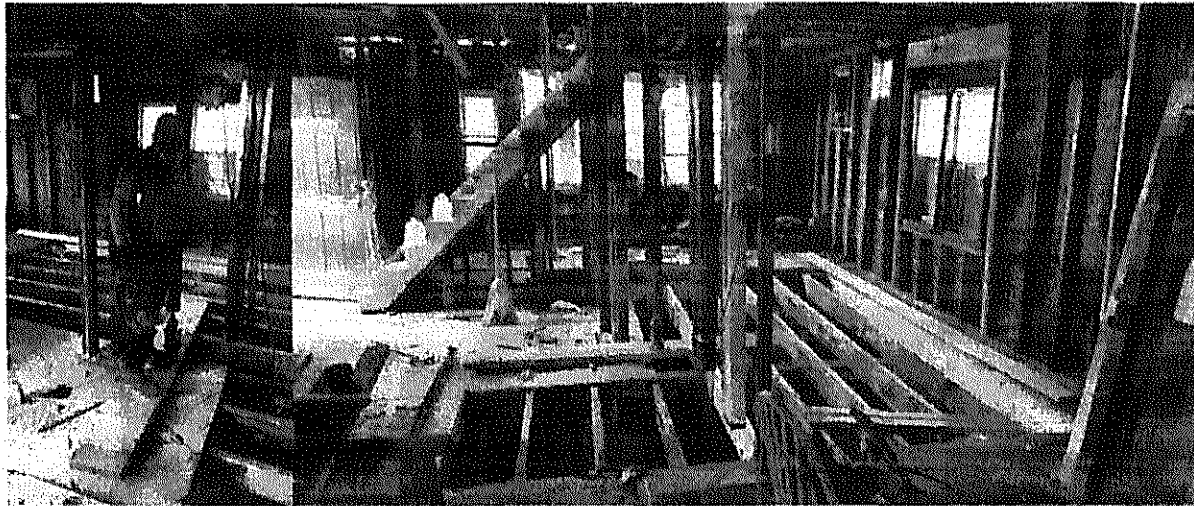
View from the new 2nd floor window of the Sheboygan river below. Note at this point we hadn't removed the 1st story dilapidated rear sun room. That came later when we created a new rubber lined deck off the back of the house facing the river. A collage of 2nd story views.

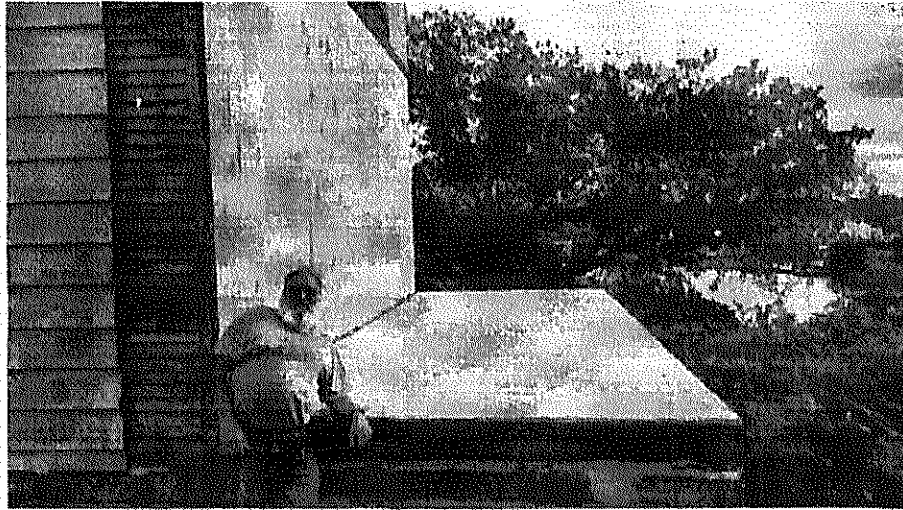


I used to love that that St Cyril & Methodius Parish hosted so many weddings. At times I would begin my day by attending services there before beginning work on the house. Check out the properties next door, July 15th, 2017. Ryan's roof had been like that the past several years, the city didn't have any difficulties in communicating with him. In all honesty I think my property looked better than many on my block. When this picture was taken the roof on the property next door was leaking into the rooms and basement allowing black mold to grow, and I had to be constantly vigilant of the crack head renters in this and other properties along this street. I felt that my house could be the start of renaissance for this street.



The backside (river facing) sunroom gets demoed and the interior flooring and some joists need replacement. Gary is a card:





This spring would have been the 2018 construction season. For the 2018 construction season Gary we weren't able to accomplish as much, mostly rubberizing the rear deck, and placing Tyvek on the external walls that were exposed in preparation for siding and windows along with some interior framing. Gary found he had prostate cancer, I broke off a long engagement with my fiancée and by October 2017, I began a position in Sheridan Wyoming with the Veterans Administration. I strongly considered financing the installation of siding and windows through a contractor. I had no reason to believe that it couldn't wait. Had I been communicated with by any employee of the City of Sheboygan, all of whom could have easily contacted me, I would certainly finance siding and windows. I had already asked for bids on the job from Feldco and some local contractors. However, I had a lot of vacation time coming and Gary was improving after a successful surgery. I suspected we might get more done before winter set in.

The 4th of July 2018 holiday was taken up moving my ex-fiancée out of the house we co-owned in West Allis. I bought an old U-Haul for this as I thought it would come in handy in Sheboygan.



The move was horrendous! That poor U-Haul was stuffed to the gills. At this point I still had no contact from anyone within the City of Sheboygan, no letters to the West Allis Address, no emails, no phone calls. Still though, in speaking with Gary we wanted to push ahead and had one more opportunity to get more done that year. We had friends and family to help us and were shooting for the week of Labor day. I would fly-in from Sheridan and stay with either Gary or my family members in Sheboygan. However, on returning from the Sturgis Bike Rally in August, I broke my ankle which required surgery.



Of course now it was late in the construction season, no one had contacted me with any issues about the property. I had hired someone to mow the lawn occasionally. I had no reason to suspect there was any dissatisfaction by the city or that the City was considering a Raze Order. Again had I suspected, I would have financed the installation of the windows and siding, as that was the next logical step in the home's construction and was within my means to do so. If anything it would have accelerated our schedule.

During the 1st week of January, a relative was driving past the property and called me. "Your house is gone", they said. This is the first I knew that there was any kind of a problem. I think you can see from these pictures and the story of the house that we are a family that was hoping to experience the benefits of the beautiful Sheboygan area and that this home was to be used in our retirement plans as well. I had planned on putting my retired aunt Judy (a Sheboygan resident) on the 1st floor throughout the year with the second floor available to the family for fishing excursions and for enjoying the beautiful amenities Sheboygan has to offer. I was considering relocating to Sheboygan full-time as I had been able to serve my parents successfully during my time in Sheridan.

Certainly you can see that his factual account is damaging to the reputation of the City. In my opinion your employees Mayor Vandersteen, purposely chose not to contact me because they want this land to build another apartment complex or for other development. Keep in mind, when my family risked their capital and their hard work to make something of this building many of the properties in Sheboygan were run down, the old museum below me was boarded up, the property next to me was falling down, the grounds were overrun with noxious weeds, and the interior of the house was half gutted. Nobody else took the risk or put in the effort to better this property. Now that the economy is booming and everyone is building how easy it is to forget the little guys that took on a big risk at the time.

Having met with the Sheboygan City Attorney (not someone you want to put your constituents in front of) and having spoken with you, I have also met with a lawyer in Sheboygan that I plan to put on retainer. I am content to resolve this disaster amicably despite the personal sacrifice my family has endured in working to better a small part of your community. In my initial consult with this attorney he mentioned that we are swiftly approaching the 120 day deadline for bring suit against the city. Too much delay on anyone's part removes our ability to reach amicable resolution. The attorney and I have studied the "raze order" Wisconsin Statute, 65.0413. In my opinion, despite his arrogance and bluster, of your City Attorney he didn't dot all the I's nor cross all the t's.

More importantly Mayor Vandersteen, persons within the City Planning office (Chad Pelicheck), within the Code enforcement office, and others have failed in their service to the public and to your administration. Anyone reading this factual account would have to arrive at the same conclusion.

Thank you, I look forward to your continued correspondence

James Pulaski

605-787-2388 cell with voice messaging.

II

37

R. O. No. II - 19 - 20. By CITY CLERK. May 6, 2019.

Submitting a claim from Denise Kelly for alleged damages to her vehicle when it struck a pot hole on North Avenue.

*transfer
Personal
File*

CITY CLERK

DATE RECEIVED 4-22-19

RECEIVED BY MKC

CLAIM NO. 2-19

APR 22 '19 PM 12:15

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: Denise Kelly

2. Home address of Claimant: 2519 N 36th Place Sheboygan WI 53083

3. Home phone number: 920 254 2273

4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 3/16/19 12 pm noon

6. Where did damage or injury occur? (give full description) North Ave right before Calumet Intercepts

7. How did damage or injury occur? (give full description) pot hole that was running across entire road. Hole was almost as deep as a soda can. Then it had jagged rock in it

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: immediately City knew about it because when my tire went flat - 2 people from the house came out + said they reported it numerous times. when I called city - they cut me off when I was telling them + said "I know that one!"

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: North Ave

(b) Claimant's statement of basis for such liability: Dangerous driving condition

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

I got new tires on 5/23/18 at 31,452 miles.
Tire immediate blew once I hit pot hole less than
one year later. They were \$240.54 tire each.

11. Name and address of any other person injured:

NA

not cheap tires.

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

Auto: \$ 332.40

Tires - car was out of alignment

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 332.40

Damaged vehicle (if applicable)

Make: Lincoln Model: MKZ Year: 2015 Mileage: 37438

Names and addresses of witnesses, doctors and hospitals:

Michelle Kelly 401 Gillette Street Apt 304
Andrew Writz (same as above)
LaCrosse WI 54603

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.

NA

SIGNATURE OF CLAIMANT



DATE

3/30/19

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED

RECEIVED BY

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 \$ 332.40.

SIGNED



DATE:

3/30/19

ADDRESS:

2519 N. 36th Place

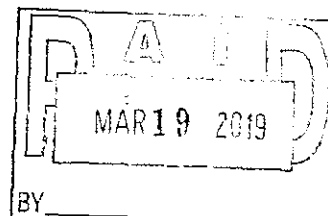
Sheboygan, WI 53083

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

MAIL TO: CLERK'S OFFICE

828 CENTER AVE #100

SHEBOYGAN WI 53081



33379 KEL

DENISE R. KELLY 2519 N 36TH PL SHEBOYGAN, WI 53083 drkelly@charter.net		VEHICLE ID 3LN6L2LU6FR623882	MILES IN 37438	MILES OUT 37438	DATE/TIME IN 03/18/19 07:05	DATE OUT 03/19/19	INVOICE NO. 33379
VEHICLE DESCRIPTION 2015 LINCOLN MKZ HYBRID (GRAY)					TAG NO. 00732	STATUS COMPLETE	
CONTROL NO. 046963	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE 05/27/17	DELIV. MILES 20611	TERMS Cash
HOME PHONE (920) 803-9888	WORK PHONE (920) 254-2273	CELL PHONE (920) 287-1663	STOCK NO. P3413	SERV. ADV. DANIEL HUNDT (621)		RO COMMENT	

MOTOR VEHICLE REPAIR TRADE PRACTICES ARE REGULATED BY CHAPTER TCP132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911 MADISON, WI 53708-8911

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount																														
A	00033		A61		Customer	\$14.95																														
Concern MOUNT BALANCE 1 TIRE; MOUNT AND BALANCE 1 TIRE.																																				
Correction PERFORM SERVICE. MOUNT AND BALANCE ONE TIRE. TORQUE WHEELS TO SPEC.																																				
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Misc Total...				\$18.95																																
Line Total...				\$225.90																																
B	02099P		A61		Customer	\$0.00																														
Concern FORD/LINCOLN MULTI POINT INSP; PERFORM MULTI-POINT INSPECTION																																				
Line Total...						\$0.00																														
C	00032		A61		Customer	\$89.95																														
Concern 4 WHEEL ALIGNMENT; PERFORM 4 WHEEL ALIGNMENT. SET FRONT & REAR CASTER & CAMBER, ADJUST FRONT & REAR TOE IN.																																				
Cause 4 wheel aligned																																				
Correction PERFORM SERVICE																																				
Line Total...						\$89.95																														

~~332.40~~ 332.40

Authorized Estimates				
Date/Time	Amount	Authorized By	Authorization Method	Phone/Email
03/18/2019 07:05	\$137.49		Initial Estimate	

DENISE R. KELLY 2519 N 36TH PL SHEBOYGAN, WI 53083 drkelly@charter.net		VEHICLE ID 3LN6L2LU6FR623882	MILES IN 37438	MILES OUT 37438	DATE/TIME IN 03/18/19 07:05	DATE OUT 03/19/19	INVOICE NO. 33379
VEHICLE DESCRIPTION 2015 LINCOLN MKZ HYBRID (GRAY)					TAG NO. 00732	STATUS COMPLETE	
CONTROL NO. 046963	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV. DATE	DELIV. DATE 05/27/17	DELIV. MILES 20611	TERMS Cash
HOME PHONE (920) 803-9888	WORK PHONE (920) 254-2273	CELL PHONE (920) 287-1663	STOCK NO. P3413	SERV. ADV. DANIEL HUNDT (621)		RO COMMENT	

Warranty Claim Type: F

Authorization Code:

Service Cont No:

Totals	
	Amount
Labor	\$104.90
Parts	\$192.00
Sales Tax	\$16.55
Misc. Chg	\$18.95
Total Amount Due	\$332.40
TOTAL CREDIT CARD	\$332.40

Tow truck
tried to fill
tire + it
was impossible.
Hole was size
of a quarter

Had to
replace
front driver
side tire.
Immediately
went flat.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence, or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)



23/30 MEL

DENISE R. KELLY 2519 N 36TH PL SHEBOYGAN, WI 53083 drkelly@charter.net		VEHICLE ID 3LN6L2LU6FR623882	MILES IN 31452	MILES OUT 31452	DATE/TIME IN 05/23/18 12:38	DATE OUT 05/23/18	INVOICE NO. 23730
VEHICLE DESCRIPTION 2015 LINCOLN MKZ HYBRID (GRAY)					TAG NO. 00281	STATUS COMPLETE	
CONTROL NO. 046963	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV. DATE	DELY. DATE 05/27/17	DELY. MILES 20611	TERMS Cash
HOME PHONE (920) 803-9888	WORK PHONE (920) 254-2273	CELL PHONE (920) 287-1663	STOCK NO. P3413	SERV. ADV. MIKE MICOLICZYK (624)		REMARKS	

MOTOR VEHICLE REPAIR TRADE PRACTICES ARE REGULATED BY CHAPTER TCP132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911 MADISON, WI 53708-8911

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount																									
A *	00036		A78		Customer	\$59.95																									
Concern MOUNT BALANCE 4 TIRE;MOUNT AND BALANCE 4 TIRES.																															
Correction PERFORM SERVICE																															
<table border="1"> <thead> <tr> <th>Part Number</th> <th>Description</th> <th>Qty</th> <th>Unit Price</th> <th>Ext. Price</th> </tr> </thead> <tbody> <tr> <td>9005 2339400</td> <td>245/40R19</td> <td>4</td> <td>\$240.54</td> <td>\$962.16</td> </tr> <tr> <td colspan="4">Parts Total...</td> <td>\$962.16</td> </tr> </tbody> </table>							Part Number	Description	Qty	Unit Price	Ext. Price	9005 2339400	245/40R19	4	\$240.54	\$962.16	Parts Total...				\$962.16										
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Concern 4 WHEEL ALIGNMENT;PERFORM 4 WHEEL ALIGNMENT. SET FRONT & REAR CASTER & CAMBER, ADJUST FRONT & REAR TOE IN.																															
Correction PERFORM SERVICE																															
Line Total...						\$89.95																									

Authorized Estimates					
Date/Time	Amount	Authorized By	Authorization Method	Phone	
05/23/2018 12:38	\$160.18		Initial Estimate		
Warranty Claim Type: F	Authorization Code:			Service C:	

~~\$~~ 966.78

less than
a year
ago - paid
\$ 966.78
for 4 new
tires.

DENISE R. KELLY 2519 N 36TH PL SHEBOYGAN, WI 53083 drkelly@charter.net		VEHICLE ID 3LN6L2LU6FR623882	MILES IN 31452	MILES OUT 31452	DATE/TIME IN 05/23/18 12:38	DATE OUT 05/23/18	INVOICE 237
VEHICLE DESCRIPTION 2015 LINCOLN MKZ HYBRID (GRAY)					TAG NO. 00281	STATUS COMPLETE	
CONTROL NO. 046963	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV. DATE	DELIV. DATE 05/27/17	DEPR. MILES 20611	TERMS Cash
HOME PHONE (920) 803-9888	WORK PHONE (920) 254-2273	CELL PHONE (920) 287-1663	STOCK NO. P3413	SERV. ADV. MIKE MICOLICZYK (624)		RO COMMENT	

Customer Totals

Charge Description	Amount
Labor	\$149.90
Parts	\$962.16
SUPPLIES,DISP	\$19.48
SalesTax	\$50.40
Misc.Chg	-\$215.16
Total Amount Due	\$966.78
<hr/>	
TOTAL CREDIT CARD	\$966.78

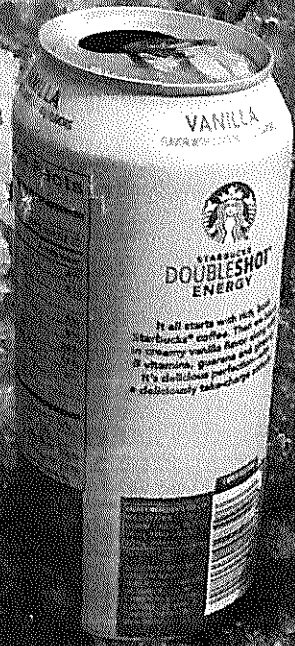
STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for its liability in connection with the sale of this item/items.

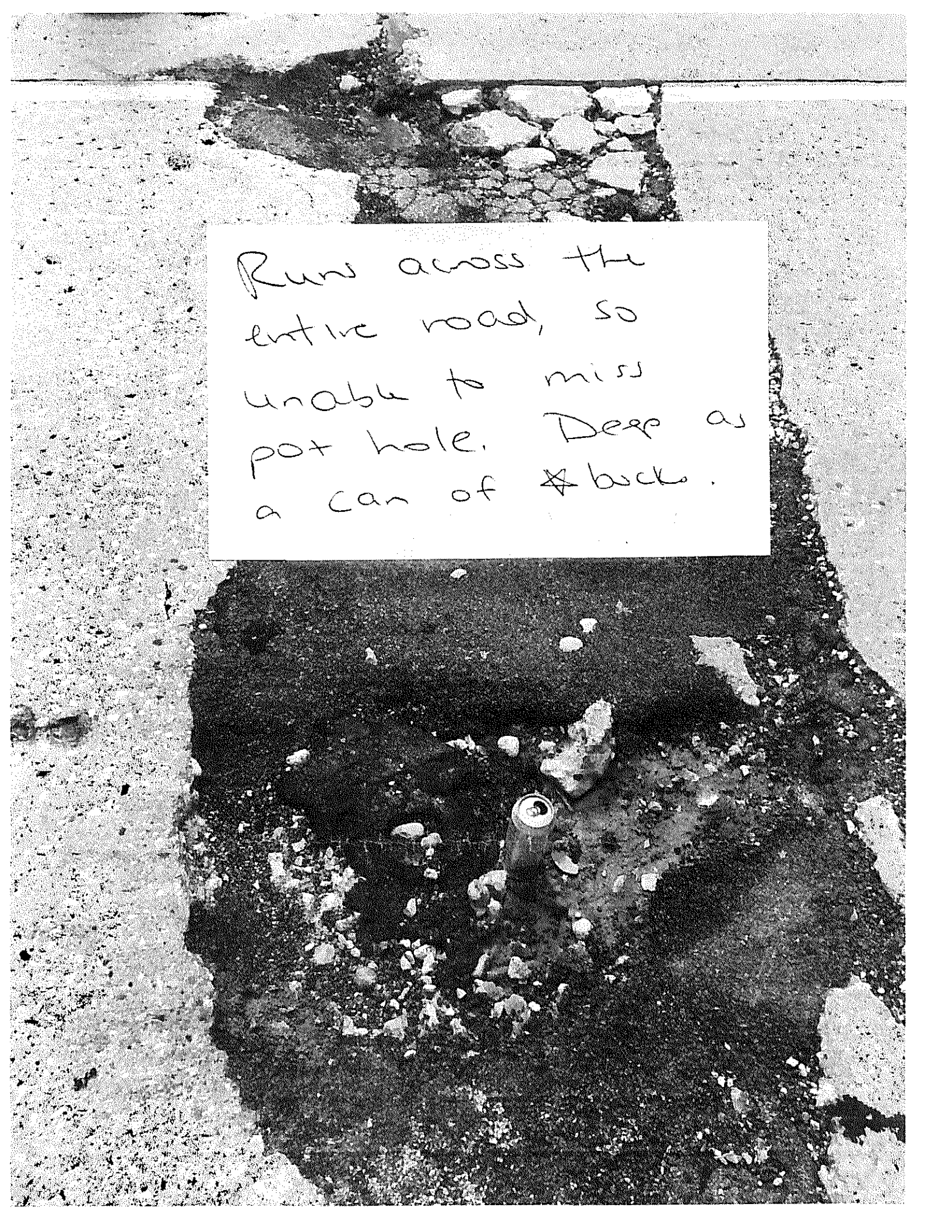
CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise show Warranty services described were performed at no charge to own There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim been connected in any way with any accident, negligence, or mi Records supporting this claim are available for (1) year from date of payment notifi- cation at the servicing dealer for inspection by manufacturer's representative.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DAT



inside the hole,
Hole in tire was
about an inch big.
Newer tires so they
were not worn out!



Runs across the
entire road, so
unable to miss
pot hole. Deep as
a can of *bucks.

II

3.3

R. O. No. 21 - 19 - 20. By CITY CLERK. May 20, 2019.

Submitting a claim from the Cincinnati Insurance Companies, on behalf of their insured drivers, Steven and Audrey Simons, for alleged damages to their vehicle when it was backed into by a street cleaner.

CITY CLERK

*Finance and Personnel
File*



5-1-19 claim# 5-19
MAY 7 '19 PM 2:49
MKC

The Cincinnati Insurance Company ▪ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ▪ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

Post Office Box 963
Sheboygan, WI 53082-0963
Phone (920) 457-9510
Fax (866) 231-6470
Keith_Reyer@cinfin.com

April 30, 2019

City of Sheboygan
Attn: Claims Dept.
828 Center Av.
Sheboygan, WI 53081

Re: Your Driver: Brian Schmitt
Our Insured: Steven & Audrey Simons
Our Claim Number: 3315065
Date of Loss: 03/25/2019

Attn: Claims Dept.

This letter serves as a notice of our subrogation claim for a collision loss that we have paid on behalf of our insured. We have concluded from our investigation that your driver was responsible for this accident due to unsafe backing and the subsequent damages sustained by our insured. Enclosed is a copy of the police report for this accident as well as the City of Sheboygan Notice of Damage or Injury claim form completed by our insured.

The total damages processed by our company were \$7,147.77 including a \$500.00 deductible per the following breakdown. Additionally, our insured had an out-of-pocket rental expense of \$534.05. Enclosed please find the documentation of these damages and our payments.

\$6,767.77 – Vehicle Damages (includes \$500.00 deductible)
+ 380.00 – Rental Expense Limit (+ \$534.05 additional rental expense incurred by our insured)
\$7,147.77 – TOTAL DAMAGES

Information attached with this letter will assist you in evaluating our subrogation claim. We are sharing non-public personal information about our customer with you in order to pursue subrogation and process a transaction authorized by our customer. You may use this information only to process the subrogation claim making all reasonable efforts to maintain the confidentiality of the information. We also expect that you will appropriately dispose of the information as soon as this claim is resolved. You are not authorized to use or disclose the personal customer information for any purpose other than to evaluate and process our subrogation claim. Thank you for your attention to our claim and your cooperation in respecting the privacy rights of our customer.

Please issue payment to The Cincinnati Insurance Company as subrogee of Steven Simons, and send it to my address shown above. Please include a separate payment of \$534.05 to Steven Simons for their rental expense. Should you have any additional questions or require additional information to process this claim, please advise.

Respectfully,

Keith A. Reyer
Field Claims Superintendent

Enc.

Cc: Steven & Audrey Simons

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

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: Steven + Audrey Simons (driver - Steven)

2. Home address of Claimant: 4312 S 12 Street, Sheboygan WI

3. Home phone number: (920) 452-5248

4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 3/25/19 - 11:00 am

6. Where did damage or injury occur? (give full description) 4312 S 12 Street

7. How did damage or injury occur? (give full description) I was traveling N on South 12 St and passed street cleaner who was heading south. I came to a stop with L turn signal on to prepare to back into my driveway. I checked mirrors and oncoming traffic (see attached)

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: Failure of City truck to have audible warning and making sure roadway was clear when traveling backwards against traffic in bike lane.

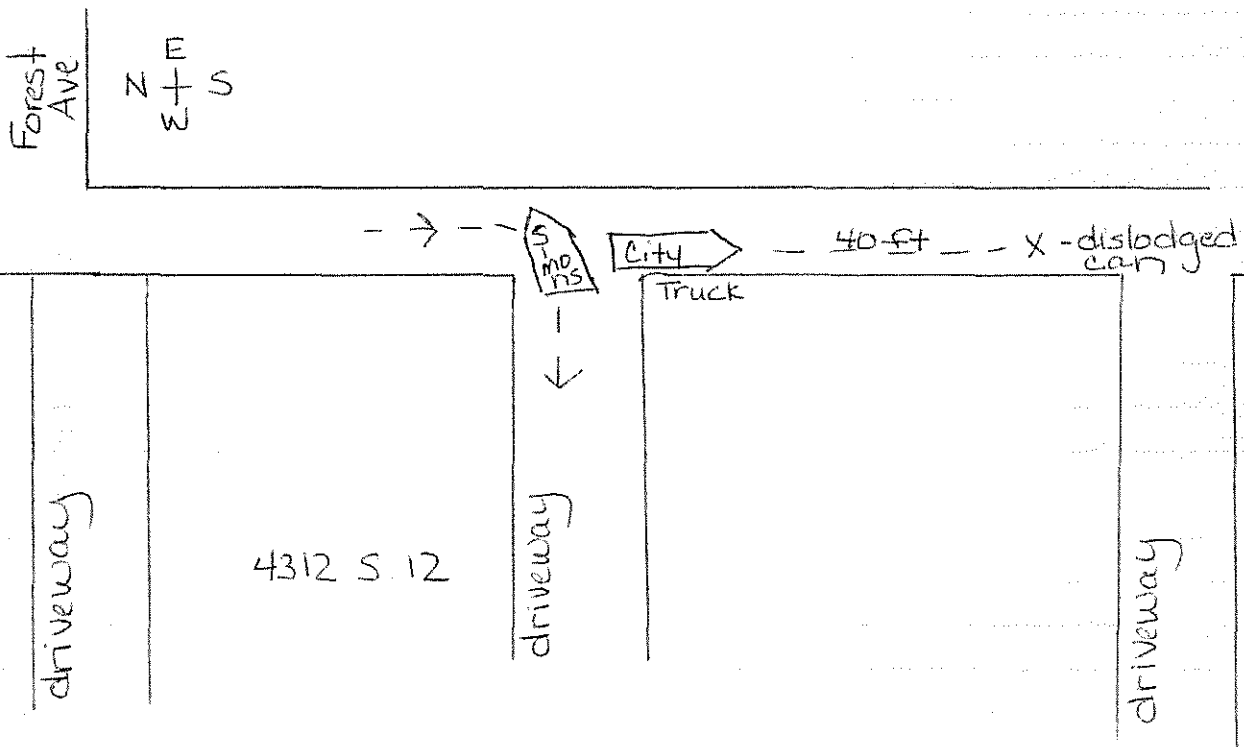
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: _____

(b) Claimant's statement of basis for such liability: _____

Simons

#7 - and proceeded to begin backing into driveway, looking over my left shoulder. I then felt the impact. I did not hear any back up warnings from the street cleaner. He stated he was backing up to dislodge a pail. He had cleared my driveway by more than 40 feet. He was traveling in the wrong direction in a bicycle lane.



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

No injuries - passenger side of vehicle struck, damage to mirror, windows and doors + back quarter panels.

11. Name and address of any other person injured: n/a

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

Auto: \$ 6,000

Property: \$ —

Personal injury: \$ —

Other: (Specify below) \$?? rental car

TOTAL \$ 6,000 + rental car

Damaged vehicle (if applicable)

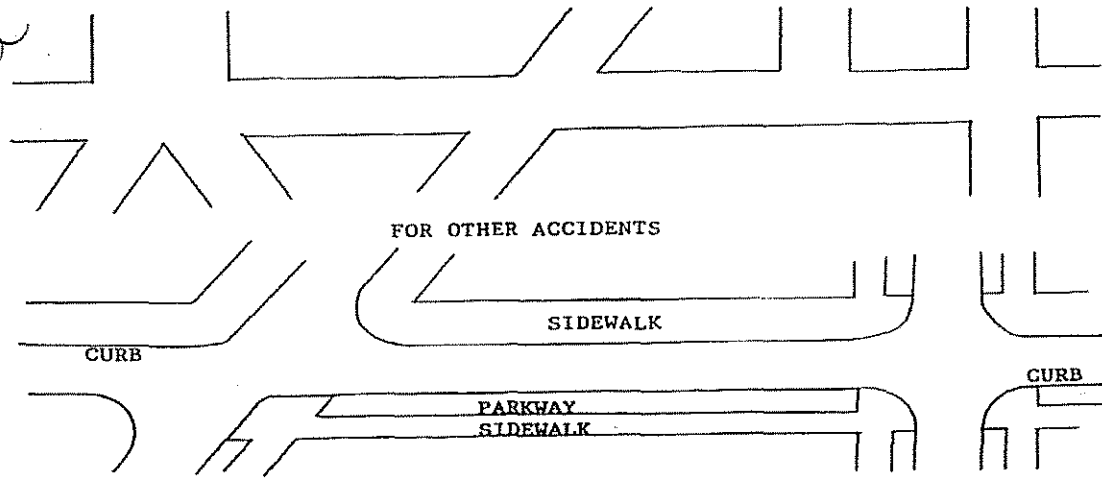
Make: Ford Model: Escape Year: 2014 Mileage: 33387

Names and addresses of witnesses, doctors and hospitals: n/a

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 attached



SIGNATURE OF CLAIMANT Steven J. Simon DATE 3/29/19

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Steven & Audrey Simons

Auto \$ _____

Claimant's Address: 4312 S. 12 Street

Property \$ _____

Sheboygan WI

Personal Injury \$ _____

Claimant's Phone No. (920) 452-5248

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 St. A. Simons 3/29/19 DATE: _____

ADDRESS: 4312 S. 12 Street
Sheboygan, WI 53081

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

PK2011

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01	21 - Unit Type TRUCK		Vehicle Type STRAIGHT-TRUCK-INSERT-TRUCK			22 - Total Occupants 1
	56 - License Plate Number 80006		57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1GDM7F1B29F405752
	50 - Year 2009	51 - Make GMC	52 - Model 7500	53 - Body Style CB	54 - Color WHI	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage REAR PASSENGER SIDE					
	95 - Extent Of Damage MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name		46 - Middle Initial	46 - Suffix
	46 - Date Of Birth					
	46 - Company Name SHEBOYGAN CITY					
	47 - Address Street & Number 828 CENTER AVE			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081		49 - Telephone Number 920-459-3446

Insurance

INS 01	63 - Liability Insurance Company SELF INSURED				60 <input checked="" type="checkbox"/> Policy Holder Same As Owner	
	61 - Policy Holder Last Name			61 - Policy Holder First Name		
	61 - Policy Holder Company SHEBOYGAN CITY					

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel SOUTH	24 - Speed Limit 35
36 - Operating as Classified D		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number S5527905109206		30 - State WI	31 - Expiration Year 2021	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name SIMONS		25 - First Name STEVEN		25 - Middle Initial JAMES	25 - Suffix
32 - Date Of Birth 03/12/1951		33 - Sex M			
28 - Address Street & Number 4312 S 12TH ST				28 - PO Box	

School Bus

BUS 02	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
	<p>ACCIDENT OCCURRED AT ENTRANCE TO DRIVEWAY OF 4312 S 12TH ST. UNIT #1, A CITY OWNED STREET CLEARNER, OPERATED BY BRIAN, DRIVER OPERATION FROM RIGHT SIDE OF VEHICLE, ADVISED THAT HE WAS BACKING UP ALONG THE ROADSIDE TO REMOVE DEBRIS FROM THE VEHICLE SWEEPING MECHANISM. AS HE WAS BACKING HE WAS SWITCHING BETWEEN THE RIGHT SIDE MIRROR AND THE BACKING CAMERA OF THE VEHICLE. BRIAN ADVISED THAT AS HE WAS BACKING HE DID NOT SEE UNIT #2 THAT HAD PASSED HIM ON THE LEFT SIDE AND WAS BACKING AS WELL. BRIAN ADVISED THAT AS HE WAS BACKING AND WATCHING THE RIGHT SIDE MIRROR HIS VEHICLE COLLIDED WITH UNIT #2. STEVEN OPERATING UNIT #2 ADVISED HE WAS NORTH BOUND PAST UNIT #1 WHICH HAD PULLED JUST PAST HIS DRIVEWAY HEADING SOUTH. STEVEN ADVISED THAT HE HAD STOPPED IN THE ROADWAY AND WAS BACKING INTO HIS DRIVEWAY. STEVEN ADVISED THAT AS HE WAS BACKING HE WAS WATCHING HIS LEFT SIDE MIRROR AND DID NOT SEE UNIT #1 WAS BACKING. STEVEN ADVISED THAT UNIT #1 COLLIDED WITH HIS VEHICLE AS HE WAS WATCHING HIS LEFT MIRROR BACKING UP INTO HIS DRIVEWAY. IN CONTACT WITH BOTH DRIVERS THEY BOTH ADVISED THEY WERE WATCHING THEIR DRIVER SIDE MIRROR AND BACKING AT THE SAME TIME. BOTH DID NOT SEE THE OTHER VEHICLE WAS MOVING. UNIT #1 DID NOT SEE AS UNIT #2 CAME FROM OPPOSITE SIDE OF TRUCK, AND UNIT #2 DID NOT SEE AS HE WAS WATCHING LEFT SIDE MIRROR. BASED ON THE INFORMATION GIVEN NOT ABLE TO ASSIGN AN AT FAULT DRIVER AS BOTH WERE PERFORMING THE SAME MANEUVER. NO CITATIONS ISSUED. 299</p>

Officer Information

OFFICER INFORMATION	125 - Officer Last Name HENDRIKSE	125 - First Name JOEL	125 - Middle Initial	131 - Officer ID 299
	129 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			
	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number 920-459-3333
	132 - Date Notified 03/25/2019	133 - Time Notified (Military Time) 1038	134 - Time Arrived (Military Time) 1118	135 - Date Of Report 03/25/2019
	Agency Accident Number	Police Number C19-05735	19 - Special Study	
	18 - Agency Space			

CINCINNATI INSURANCE COMPANY

*** ESTIMATE ***

03/27/2019 12:53 PM

Owner

Owner: STEVEN & AUDREY SIMONS
Address: 4312 S. 12th St.
City State Zip: Sheboygan, WI 53081

Work/Day: (920)918-6901
FAX:

Control Information

Claim # : 3315065 001
Loss Date/Time: 03/25/2019 07:00 AM
Deductible: \$500.00

Insured Policy # : 05A010342789
Loss Type: Collision

Ins. Company: CINCINNATI INSURANCE COMPANY
Address: P.O. Box 963
City State Zip: Sheboygan, WI 53082-0963
Email: keith_reyer@cinfin.com

Work/Day: (920)457-9510
FAX: (866)231-6470

Insured: STEVEN SIMONS

Inspection

Inspection Date: 03/26/2019 04:30 PM
Primary Impact: Right Side
Driveable: Yes

Inspection Type: Field
Secondary Impact:
Rental Assisted:

Assigned Date/Time:
First Contact Date/Time:

Received Date/Time: 03/27/2019 12:39 AM
Appointment Date/Time: 03/27/2019 07:00 AM

Appraiser Name: KEITH REYER
Address: P.O. Box 963
City State Zip: Sheboygan, WI 53082-0963
Email: keith_reyer@cinfin.com

Appraiser License # :
Work/Day: (920)457-9510
Cell: (920)889-1307
FAX: (866)231-6470

Repairer

Repairer: Dick Brantmeier Ford
Address: 3624 Kohler Memorial Dr
City State Zip: Sheboygan, WI 53081
Email: daspae@dickbrantmeier.com

Contact:
Work/Day: (920)458-6111
FAX: (920)451-8198

Target Complete Date/Time:

Days To Repair: 14

Vehicle

OEM Part Price Quote ID: ****

2014 Ford Escape Titanium 4 DR Wagon
4cyl 2.0 EcoBoost
6-Speed Automatic

Lic.Plate: AUDIE S
Lic Expire:
Prod Date:

Lic State: WI
VIN: 1FMCU0J92EUB77286
Mileage: 33,387

Veh Insp# :
Condition:
Ext. Color: Sunset
Ext. Refinish: Two-Stage
Ext. Paint Code: PN4CW

Mileage Type: Actual
Code: P7143E
Int. Color: Torino],[3CF5V0][Torino /
 Medium Lig
Int. Refinish: Two-Stage
Int. Trim Code: 000SV

Options - AudaVIN Information Received

19 Inch Alloy Wheels	1st Row LCD Monitor(s)	2nd Row Head Airbags
AM/FM CD Player	Active Grille Shutter	Air Conditioning
Alarm System	Amplifier	Anti-Lock Brakes
Auto Emergency Braking	Auto Headlamp Control	Automatic Dimming Mirror
Auxiliary Audio Input	Bodyside Cladding	Bucket Seats
Center Console	Chrome Grille	Compact Spare Tire
Cruise Control	Driver Information Sys	Driver Knee Airbag
Driver Seat Memory	Dual Airbags	Dual Zone Auto A/C
Elect. Stability Control	Electric Steering	Electronic Compass
Engine Block Heater	Ext Mirror Turn Signals	Floor Mats
Fog Lights	Garage Door Opener	Halogen Headlights
Head Airbags	Heated Front Seats	Heated Power Mirrors
High Definition Radio	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry Keypad	Keyless Entry System
Keyless Ignition System	Leather Seats	Leather Shift Knob
Leather Steering Wheel	Lighted Entry System	MP3 Decoder
Mirror(s) Memory	Navigation System	Overhead Console
Power Brakes	Power Door Locks	Power Drivers Seat
Power Liftgate	Power Windows	Privacy Glass
Pwr Accessory Outlet(s)	Pwr Driver Lumbar Supp	Rear Spoiler
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Remote Starter	Reverse Sensing System	Roof Rails
Sensored Hatch Release	Side Airbags	Side Mirror Lighting
SiriusXM Satellite Radio	Split Folding Rear Seat	Strg Wheel Radio Control
Tachometer	Theft Deterrent System	Tilt & Telescopic Steer
Tire Pressure Monitor	Torque Vectoring Diff.	Touch Screen Display
Traction Control System	Trip Computer	USB Audio Input(s)
Wheel Lip Moldings	Wireless Audio Streaming	Wireless Phone Connect

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	RI	1199		Mldg,Front Door Side RT	R & I Assembly				0.2	SM
2	RI	1192		Mldg,Rear Door Side RT	R & I Assembly				0.2	SM
3	E	585		Mldg,Quarter Side RT	CJ5Z78290A60AA	\$67.82			INC	SM
Front Doors										
4	BR	208	13	Door Shell,Front RT High Strength Steel	Blend Refinish				2.2	RF
					1.1 Blend					
					0.6 Two-stage setup					
					0.5 Two-stage					
5	E	232		Mldg,Front Door Belt RT	CJ5Z7821452C	\$101.52			0.2	SM
6	EU	441		Housing,Mirror Outer RT	Replace Recycled	\$150.00	+25.00		0.5	SM
7	L	441		Housing,Mirror Outer RT	Refinish				0.3	RF
					0.3 Surface					
8	L	1196		Cover,Frt Door Mirror RT	Refinish				0.4	RF
					0.3 Surface					

9	RI	648	Handle,Front Door Otr RT	0.1 Two-stage R & I Assembly		0.2	SM	
Rear Doors								
10	EU	288	Door Assembly,Rear RT	Replace Recycled	\$445.00	+25.00	2.4 SM	
11	L	288	Door Shell,Rear RT	Refinish			3.7 RF	
				2.1 Surface				
				1.0 Edge				
				0.6 Two-stage				
12	RI	304	Mldg,Rear Door Belt RT	R & I Assembly			INC SM	
13	RI	1154	Pnl,Inner Door Trim RT	R & I Assembly			INC SM	
14	RI	300	Reg,Rear Door Glass RT	R & I Assembly			0.7 SM	
15	L	1005	Handle,RR Door Outer RT	Refinish			0.4 RF	
				0.3 Surface				
				0.1 Two-stage				
16	RI	1005	Handle,RR Door Outer RT	R & I Assembly			INC SM	
Quarter And Rocker Panel								
17	L	390	Panel,Quarter RT	Refinish			4.3 RF	
				2.1 Surface				
				1.5 Edge				
				0.7 Two-stage				
18	E	390	Pnl,Qtr (in Window Opn RT	GJ5Z7827840A	\$1,060.78		18.4 SM	
19	E	429	Door,Fuel Filler RT	CV4Z78405A26B	\$25.28		INC SM	
20	L	429	Door,Fuel Filler RT	Refinish			0.4 RF	
				0.3 Surface				
				0.1 Two-stage				
21	E	1146	Housing,Fuel Filler RT	CV4Z7827936A	\$56.95		INC SM	
22	RI	406	Qtr Glass R & I RT	R & I Assembly			INC SM	
Inner Quarter & Panels								
23	I	439	07 Pnl,Quarter Inner R/F	Repair			4.0* SM	
24	L	439	Pnl,Quarter Inner R/F	Refinish			1.6 RF	
				1.3 Surface				
				0.3 Two-stage				
25	E	447	Gutter,Tailgate RT	CJ5Z7845114C	\$177.60		8.2 SM	
26	L	447	Gutter,Tailgate RT	Refinish			0.7 RF	
				0.6 Surface				
				0.1 Two-stage				
Rear Bumper								
27	PC	1225	Extn,RR Bumper Outer RT	Replace PXN Reconditioned	\$181.00		0.2 SM	
28	L	1225	Extn,RR Bumper Outer RT	Refinish			1.2 RF	
				1.0 Surface				
				0.2 Two-stage				
Rear Body, Lamps And Floor Pan								
29	PC	534	Taillamp Assembly,Otr RT	Replace PXN Reconditioned	\$133.00		INC SM	
Manual Entries								
30	E		Anti-Corrosion	Replace OEM	\$10.00*		SM	
31	E		Flex Additive	Replace OEM	\$6.00*		SM	
32	N		Car Cover/Liquid Mask	Additional Labor	\$10.00*		0.2* SM	
33	SB		Hazardous Waste Removal	Sublet Repair	\$3.00*		SM	
34	I		Glass Clean Up	Repair			0.3* SM	
35	I		Cleanup, LKQ parts	Repair			1.0* SM*	
36	SB		Towing	Sublet Repair	\$75.00*	+15.00	SM*	
37	N		Rt Rear Door	Additional Labor			0.5* SM*	
			>> R&I wiring for one-touch to LKQ door					
37	Items							

MC Message

07 STRUCTURAL PART AS IDENTIFIED BY I-CAR
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		\$1,505.95	
Other Parts		\$919.00	
Paint & Materials	15.2 Hours @ \$40.00	\$608.00	
Line Item Markup		\$148.75	
Parts & Material Total			\$3,181.70
Tax on Parts & Material	@ 5.500%		\$174.99

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00	31.2	6.0	37.2	\$2,232.00
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$60.00	15.2		15.2	\$912.00

Labor Total		52.4 Hours		\$3,144.00
Tax on Labor	@ 5.500%		\$172.92	
Sublet Repairs			\$89.25	
Tax on Sublet	@ 5.500%		\$4.91	
Gross Total				\$6,767.77
Less: Deductible				\$500.00-
Net Total				\$6,267.77

Alternate Parts Y/02/02/00/00/00 CUM 02/02/00/00/00 Zip Code: 53082 Sheboygan, WI CAPA
 OEM Part Prices DT 03/27/2019 12:55 AM EstimateID 540047273002803200 QuoteID ****
 Recycled Parts Y/8/2 Zip Code: 53081
 Rate Name Default

Audatex Estimating 8.0.642 Update 4 ES 04/12/2019 04:59 PM REL 8.0.642 Update 4 DT 03/01/2019 DB 04/08/2019
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3.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

NO SUPPLEMENTS WITHOUT PRIOR APPROVAL.

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

VEHICLE OWNER'S SIGNATURE: _____

Op Codes

* = User-Entered Value
EC = Replace Economy
ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance Allowance

E = Replace OEM
OE = Replace PXN OE Srpts
EP = NON-OEM CAPA CERT.
PM = Replace PXN Reman/Rebtl
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage

NG = Replace NAGS
UE = Replace OE Surplus
EU = Replace Recycled
UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check

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Rental Company: ENTERPRISE RENT-A-CAR
Invoice: D072638-4481
Alternate Invoice Number: 58HVJ8

Bill To: CIN3891
 CINCINNATI INS
 ATTN: KEITH REYER
 P.O. BOX 145496
 CINCINNATI, OH 452505496

RENTAL DETAIL:

Rental Period: 3/28/19 to 4/15/19 (19 days)
Billed Period: 3/28/19 to 4/15/19 (19 days)

RENTER INFORMATION:
 Renter: SIMONS, AUDREY

Products and Services	Rate	Amount
19 TIME & DISTANCE	44.99	\$854.81
1 REFUELING CHARGE	0.00	\$0.00
Taxes and Surcharges		
19 TITLE AND REGISTRATION FEES	0.61	\$11.59
1 SALES TAX	5.50%	\$47.65
Total Charges:		\$914.05
Less Amount Received:		\$534.05
Total Amount Due:		\$380.00

RENTAL INFORMATION:
Rental Branch Location:
 ENTERPRISE RENT-A-CAR (4481)
 3060 S BUSINESS DR
 SHEBOYGAN, WI 530816521
 (920) 458-1414

ADDITIONAL CLAIM INFORMATION:
 Claim Number :331506500201
 Claim Type: Insured
 Vehicle Condition: Non-Driveable
 Date Of Loss: 3/25/19
 Insured Name: STEVEN SIMONS
 Owner's Vehicle: 2014 FORD
 Additional Driver:

Repair Facility:
 BRANTMEIER FORD BODYSHOP
 SHEBOYGAN, WI 53081
 (920) 458-6111

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
3/28/19 10:15 AM	2019	HYUN	TUCS	KM8J2CA47KU917137	2848	3418	570	\$44.99

Rental Invoice

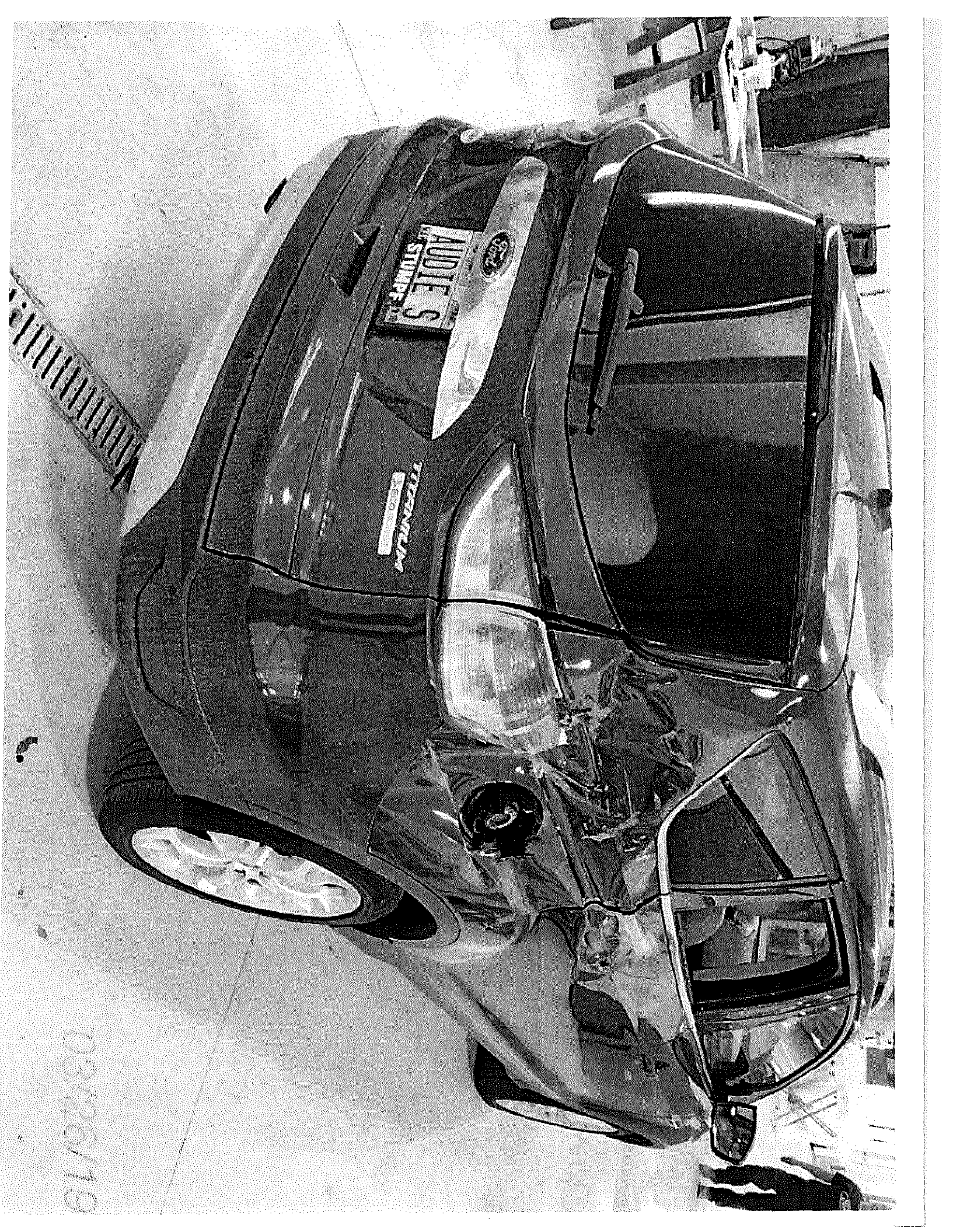
Please Return This Portion with Remittance

Make Payment To:
 ENTERPRISE RENT-A-CAR
 P.O. BOX 840086
 KANSAS CITY, MO 64184-0086
 Federal ID: 43-0724835

Total Charges: \$914.05
Less Amount Received: \$534.05
Total Amount Due..... **\$380.00**

Please include on your check:
 Invoice: D072638-4481

Name of Claim/Subsidiary	Loss Expense	Physician/Provider	Outgoing Payment Amount	Incoming Salvage Payment Amount	Incoming Subrogation/Recovery Payments	Other Recovery Payment Amt	Pending Date	Benefit Type/Reserve Type Name	Payment Reason Name	Note to Payee	Check Number	Payment Number
170 Steven Simons	Loss	Audrey Simons	6,647.77	0.00	0.00	0.00	4/17/2018	Loss	Auto Body Repair	Collision Loss - '14 Ford Escape - \$500 deductible	112840995	1
170 Steven Simons	Loss	Audrey Simons	450.00	0.00	0.00	0.00	4/17/2018	Loss	Auto Body Repair	Collision Loss - '14 Ford Escape - \$500 deductible	112840995	1
155 Steven Simons	Loss	ENTERPRISE HOLDINGS INC	380.00	0.00	0.00	0.00	4/17/2018	Loss	Auto Rental	Enterprise Rent-A-Car Reservation	112840995	1
			6,647.77	0.00	0.00	0.00						



AUDIE S
STUMPF

TRINITY

03/26/19

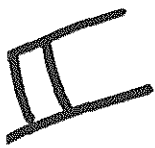


08/26/19





03



R. O. No. 100 - 19 - 20. By CITY CLERK. November 4, 2019.

Submitting a claim from Montara Comer for alleged damages to her vehicle when a traffic barrier blew into it.

~~Finance~~
Personnel
File

CITY CLERK

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

Passenger side headlight and bumper are damaged. No injuries

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

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

Auto:	\$ 2292.96
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ 2296.00 2292.96
TOTAL	\$ 2292.96

Damaged vehicle (if applicable)

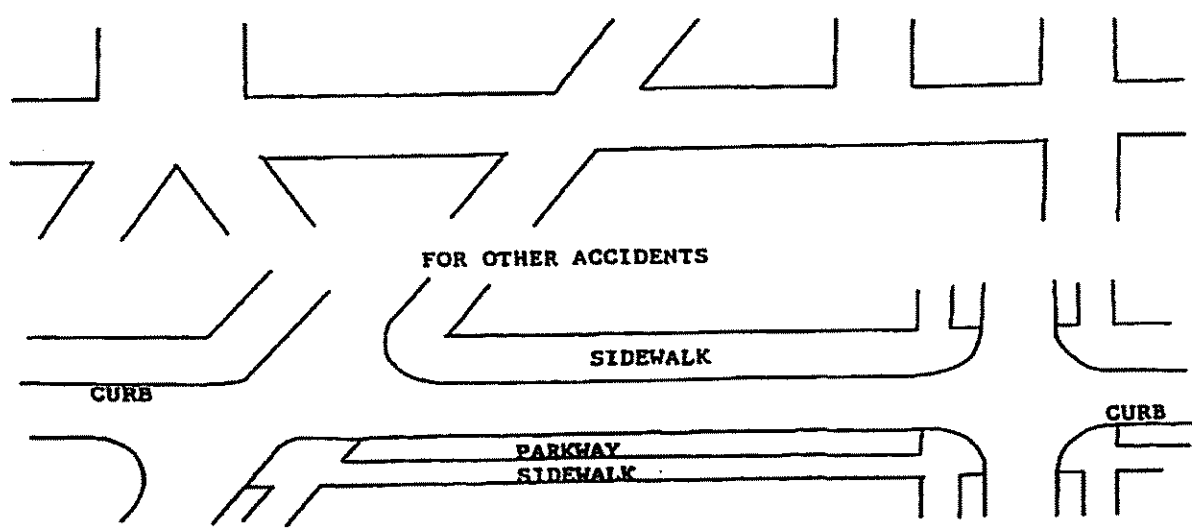
Make: Chevy Model: Suburban LTZ Year: 2015 Mileage: 100910

Names and addresses of witnesses, doctors and hospitals: _____

Phil Medinger 920-860-2885

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 10/18/19

DATE RECEIVED 10-18-19

RECEIVED BY M/KC

CLAIM NO. 18-19

CLAIM

Claimant's Name: Monterea Comer
Claimant's Address: 1537 Washington Ave
Sheboygan WI 53081
Claimant's Phone No. _____

Auto \$ 2292.96
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 2292.96

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 \$ 2292.96

SIGNED M/KC Comer DATE: 10/18/19
ADDRESS: 1537 Washington Ave Sheboygan WI 53081

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

POLICE # C19-18435

ACCIDENT #

GENERAL INFORMATION

<input type="checkbox"/> Reportable Accident	<input type="checkbox"/> On Emergency	<input type="checkbox"/> Amended	DOT Document Number G7L0DM0C5Z	Document Override Number
Agency Accident Number		Police Number C19-18435		
4 - Accident Date 09/13/2019	5 - Time of Accident (Military Time) 1556	6 - Total Units 1	7 - Total Injured 0	8 - Total Killed 0
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, CITY		11 - Accident Location INTERSECTION
14 - On Hwy No. 28	14 - On Street Name N 14TH ST	14 - Bus/Fmt/Rmp	15 - Est. Dist	F/M/I
16 - Fr/At Hwy No.	16 - From/At Street Name NIAGARA AVE	16 - Business/Frontage/Ramp		
17 - Structure Type	17 - Structure Number	12 - Latitude 43.754367389455	13 - Longitude -87.72295655379	
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT		93 - Manner of Collision NO COLLISION. MOTOR VEHICLE IN TRANSPORT		
112 - Access Control NO CONTROL	113 - Road Curvature STRAIGHT	113 - Road Terrain LEVEL/FLAT	Surface Type CONCRETE - 1	
115 - Traffic Way DIVIDED-HIGHWAY-MEDIAN-STRIP-WITHOUT-TRAFFIC-BARRIER				
117 - Relation To Roadway ON-ROADWAY				
114 - Light Condition DAYLIGHT		116 - Road Surface Condition DRY		118 - Weather CLEAR
<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Government Property	<input type="checkbox"/> Fire	<input type="checkbox"/> Photos Taken	<input type="checkbox"/> Trailer or Towed
<input type="checkbox"/> Truck, Bus, or Hazardous Materials	<input type="checkbox"/> Load Spillage	<input type="checkbox"/> Construction Zone	<input type="checkbox"/> Names Exchanged	
<input checked="" type="checkbox"/> Supplemental Reports	<input type="checkbox"/> Witness Statements	<input type="checkbox"/> Measurements Taken	79 - E M S Number	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status		81 - Most Harmful Event: Collision With UNKNOWN ACCIDENT TYPE		23 - Dir Of Travel SOUTH	24 - Speed Limit 25
36 - Operating as Classified D		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number C5605578556602		30 - State WI	31 - Expiration Year 2025	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name COMER		25 - First Name MONTARA		25 - Middle Initial STEPHON	25 - Suffix
32 - Date Of Birth 02/26/1985		33 - Sex F			
26 - Address Street & Number 1537 WASHINGTON AVE				26 - PO Box	
27 - City SHEBOYGAN		27 - State WI	27 - Zip Code 53081	28 - Telephone Number 757-407-3389	
39 - Seat Position FRONT-SEAT-LEFT			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED	
44 <input type="checkbox"/> Medical Transport					
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action	
119 - What Driver Was Doing GOING-STRAIGHT		120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
122 - Driver Factors NOT-APPLICABLE					
88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN	

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01	21 - Unit Type AUTOMOBILE	Vehicle Type PASSENGER-CAR				22 - Total Occupants 1
	56 - License Plate Number 987YZN	57 - Plate Type AUT	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1GNSKCC5FR566205	
	50 - Year 2015	51 - Make CHEV	52 - Model K1500 SUBU	53 - Body Style LL	54 - Color GRY	100 - Skidmarks to Impact (FI)
	94 - Vehicle Damage FRONT PASSENGER SIDE					
	95 - Extent Of Damage MINOR	96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator				
	46 - Vehicle Owner Last Name COMER	46 - First Name ANTONE	46 - Middle Initial	46 - Suffix	Date Of Birth 02/24/1987
	46 - Company Name				
	47 - Address Street & Number 1537 WASHINGTON AVE			47 - PO Box	
	48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number 757-407-3389	

Insurance

INS 01	63 - Liability Insurance Company USAA GENERAL INDEMNITY CO	60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name COMER	61 - Policy Holder First Name MONTARA
	61 - Policy Holder Company	

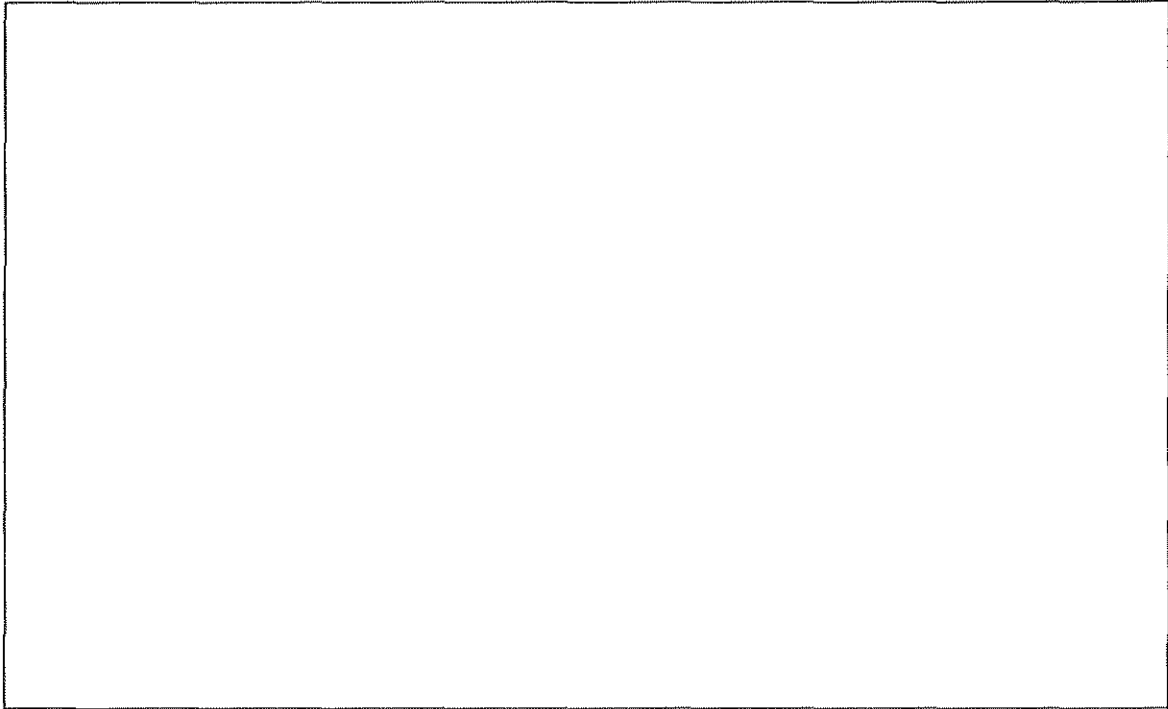
School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Diagram and Narrative

105 - PHOTOS BY

DIAGRAM AND NARRATIVE



UNIT 1 OPERATOR ID'D WI DL. UNIT 1 WAS TRAVELING SB ON N 14TH ST NEAR NIAGARA AVE. IT WAS A WINDY DAY AND A ROAD CLOSED SIGN BLEW INTO SB TRAFFIC. UNIT 1 WOULD HAVE STRUCK THE ROAD CLOSED SIGN CAUSING MINIMAL DAMAGE TO THE HEAD LIGHT ASSEMBLY AND A SCUFF TO THE FRONT RIGHT CORNER OF THE BUMPER. PHOTOS TAKEN OF THE MINOR DAMAGE. #457

Officer Information

OFFICER INFORMATION	125 - Officer Last Name BARBER		125 - First Name TRAVIS		125 - Middle Initial M		131 - Officer ID 457		
	129 - Law Enforcement Agency No. 5961		130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT						
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST								
	127 - City SHEBOYGAN			127 - State WI		127 - Zip Code 53081		128 - Telephone Number 920-459-3333	
	132 - Date Notified 09/13/2019		133 - Time Notified (Military Time) 1558		134 - Time Arrived (Military Time) 1601		135 - Date Of Report 09/14/2019		
	Agency Accident Number		Police Number C19-18435		19 - Special Study				
	18 - Agency Space C7 WI DL								

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** PRELIMINARY ESTIMATE ***

10/10/2019 01:03 PM

Owner

Owner: ANTIONE COMER
Address: 1537 WASHINGTON AVENUE
City State Zip: Sheboygan, WI 53081
Cell: (757)403-5822
FAX:

Inspection

Inspection Date: 10/10/2019 01:03 PM
Primary Impact: Right Front Corner
Inspection Type:
Secondary Impact:
Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:

Days To Repair: 4

Vehicle

OEM Part Price Quote ID: ****

2015 Chevrolet Suburban K15 LTZ 4 DR Wagon
8cyl Gasoline 5.3 FLEX
6-Speed Automatic

Lic.Plate: 987YZN
Lic Expire:
Prod Date: 12/2014
Veh Insp# :
Condition:
Ext. Color: IRIDIUM MET
Ext. Refinish: Two-Stage
Ext. Paint Code: 121V,GXG
Lic State: WI
VIN: 1GNSKKKC5FR566205
Mileage: 100,438
Mileage Type: Actual
Code: U7435C
Int. Color: Jet Black
Int. Refinish: Two-Stage
Int. Trim Code: H2X

Options - AudaVIN Information Received

1st Row LCD Monitor(s)
4-Wheel Drive
Aluminum/Alloy Wheels
Auto Headlamp Control
Bucket Seats

2nd Row Head Airbags
AM/FM CD Player
Anti-Lock Brakes
Auto Locking Hubs (4WD)
Camper/Towing Package

3rd Row Head Airbags
Alarm System
Auto Dimming Ext Mirrors
Automatic Dimming Mirror
Center Console

Chrome Grille	Cross Traffic Alert	Cruise Control
Daytime Running Lights	Driver Seat Memory	Dual Air Conditioning
Dual Airbags	Dual Power Seats	Electronic Transfer Case
Emergency S.O.S. System	Ext Mirror Turn Signals	Flip-Up Liftgate Window
Floor Mats	Fog Lights	Fwd. Collision Alert
Garage Door Opener	Head Airbags	Heated Frnt & Rear Seats
Heated Power Mirrors	Heated Steering Wheel	High Intensity Headlamps
Intermittent Wipers	Keyless Entry System	Keyless Ignition System
Lane Departure Alert	Leather Seats	Leather Steering Wheel
Lighted Entry System	Limited Slip Differential	MP3 Decoder
Memory Pedals	Mirror(s) Memory	Navigation System
Overhead Console	Parking Assist System	Power Adjustable Pedals
Power Door Locks	Power Liftgate	Power Moonroof
Power Windows	Pwr Fold 3rd Row Seat(s)	Pwr Folding Ext Mirrors
Pwr Tilt/Tele. Str Wheel	Rain-Sensing W/S Wipers	Rear Entertainment System
Rear Heater	Rear Spoiler	Rear Step Bumper
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Remote Starter	Roof Rails	Running Boards
Safety Alert Seat(s)	Side Airbags	Side Blind Zone Warning
SiriusXM Satellite Radio	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Three Zone Climate Ctrl	Tire Pressure Monitor
Touch Screen Display	Traction Control System	Trailer Brake
Trailer Hitch	Vehicle Tracking Service	Ventilated Front Seat(s)
Wireless Phone Connect		

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R	
Front Bumper											
1	N	8		Front Bumper Overhaul	Additional Labor				4.9	SM	
2	I	14		Cover,Front Bumper	Repair				3.0*	SM	
3	L	14	13	Cover,Front Bumper	Refinish				3.7	RF	
					2.6 Surface						
					0.6 Two-stage setup						
					0.5 Two-stage						
4	OE	25	46	Mldg,Front Bumper RT	Replace PXN OE Srpls	\$23.95			INC	SM	
				>> JOHN PAULS CHEVY OEM (800) 236-7901							
				>> 3615 SOUTH 108TH ST							
				>> GREENFIELD, WI, 53228							
				>> OEM SURPLUS							
Front End Panel And Lamps											
5	E	42		Headlamp Assy,Xenon RT	84125341 GM Part	\$1,252.47*			0.3	SM	
				>> #84294341							
6	N	973		Headlamps Aim	Additional Labor				0.4	SM	
Manual Entries											
7	EC	M03		Flex Additive	Replace Economy	\$6.00*				RF	
8	SB	M60		Hazardous Waste Removal	Sublet Repair	\$5.00*				SM	
8		Items									

MC Message

13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts		\$1,252.47	
OE Surplus Parts		\$23.95	
Other Parts		\$6.00	
Paint & Materials	3.7 Hours @ \$40.00	\$148.00	
Parts & Material Total			\$1,430.42
Tax on Parts & Material	@ 5.500%		\$78.67

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00	0.3	8.3	8.6	\$516.00
Mech/Elec (ME)	\$120.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$60.00	3.7		3.7	\$222.00
Labor Total				12.3 Hours	\$738.00
Tax on Labor		@ 5.500%			\$40.59
Sublet Repairs					\$5.00
Tax on Sublet		@ 5.500%			\$0.28
Gross Total					\$2,292.96
Net Total					\$2,292.96

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 53081 Default
 OEM Part Prices DT 10/10/2019 01:03 PM EstimateID 611620969072566272 QuoteID ****
 Recycled Parts NOT REQUESTED
 Rate Name Default

Audatex Estimating 8.0.643 ES 10/10/2019 01:11 PM REL 8.0.643 DT 04/01/2019 DB 08/01/2019
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1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

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/RebIt |
| 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 ***

10/10/2019 12:34 PM

Owner

Owner: MONTARA COMER
Address: 1537 WASHINGTON AVE
City State Zip: Sheboygan, WI 53081

Work/Day: (757)407-3389
FAX:

Inspection

Inspection Date: 10/10/2019 12:35 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
Work/Day:

Target Complete Date/Time:

Days To Repair: 4

Vehicle

OEM Part Price Quote ID: ****

2015 Chevrolet Suburban K15 LTZ 4 DR Wagon
8cyl Gasoline 5.3 FLEX
6-Speed Automatic

Lic. Plate: 987-YZN
Lic Expire:
Prod Date: 12/2014
Veh Insp# :
Condition: Excellent
Ext. Color: IRIDIUM MET
Ext. Refinish: Two-Stage
Ext. Paint Code: 121V,GXG

Lic State: WI
VIN: 1GNSKKKC5FR566205
Mileage:
Mileage Type: Actual
Code: U7435C
Int. Color: Jet Black
Int. Refinish: Two-Stage
Int. Trim Code: H2X

Options - AudaVIN Information Received

1st Row LCD Monitor(s)
4-Wheel Drive
Aluminum/Alloy Wheels
Auto Headlamp Control
Bucket Seats
Chrome Grille
Daytime Running Lights
Dual Airbags
Emergency S.O.S. System
Floor Mats
Garage Door Opener
Heated Power Mirrors
Intermittent Wipers

2nd Row Head Airbags
AM/FM CD Player
Anti-Lock Brakes
Auto Locking Hubs (4WD)
Camper/Towing Package
Cross Traffic Alert
Driver Seat Memory
Dual Power Seats
Ext Mirror Turn Signals
Fog Lights
Head Airbags
Heated Steering Wheel
Keyless Entry System

3rd Row Head Airbags
Alarm System
Auto Dimming Ext Mirrors
Automatic Dimming Mirror
Center Console
Cruise Control
Dual Air Conditioning
Electronic Transfer Case
Flip-Up Liftgate Window
Fwd. Collision Alert
Heated Frnt & Rear Seats
High Intensity Headlamps
Keyless Ignition System

Lane Departure Alert	Leather Seats	Leather Steering Wheel
Lighted Entry System	Limited Slip Differential	MP3 Decoder
Memory Pedals	Mirror(s) Memory	Navigation System
Overhead Console	Parking Assist System	Power Adjustable Pedals
Power Door Locks	Power Liftgate	Power Moonroof
Power Windows	Pwr Fold 3rd Row Seat(s)	Pwr Folding Ext Mirrors
Pwr Til/Tele. Str Wheel	Rain-Sensing W/S Wipers	Rear Entertainment System
Rear Heater	Rear Spoiler	Rear Step Bumper
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Remote Starter	Roof Rails	Running Boards
Safety Alert Seat(s)	Side Airbags	Side Blind Zone Warning
SiriusXM Satellite Radio	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Three Zone Climate Ctrl	Tire Pressure Monitor
Touch Screen Display	Traction Control System	Trailer Brake
Trailer Hitch	Vehicle Tracking Service	Ventilated Front Seat(s)
Wireless Phone Connect		

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Front Bumper									
1	RI	14		Front Bumper Cover R&I	R & I Assembly			1.7	SM
2	I	14		Cover,Front Bumper	Repair			4.0*	SM
3	L	14	13	Cover,Front Bumper	Refinish			3.7	RF
					2.6 Surface				
					0.6 Two-stage setup				
					0.5 Two-stage				
4	RI	23		Mldg,Front Bumper	R & I Assembly			0.3	SM
5	RI	24		Mldg,Front Bumper LT	R & I Assembly			0.1	SM
6	RI	25		Mldg,Front Bumper RT	R & I Assembly			0.1	SM
7	EP	15		Defl,Front Bumper	Replace PXN	\$98.00		0.3	SM
Front End Panel And Lamps									
8	EP	42		Headlamp Assy,Xenon RT	Replace PXN	\$1,100.00		0.3	SM
9	N	973		Headlamps Aim	Additional Labor			0.4	SM
10	RI	50		Lamp Assembly,Fog LT	R & I Assembly			0.4	SM
11	RI	51		Lamp Assembly,Fog RT	R & I Assembly			0.4	SM
Manual Entries									
12	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*			SM
		12		Items					

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts		\$1,203.25
Paint & Materials	3.7 Hours @ \$40.00	\$148.00
Parts & Material Total		\$1,351.25
Tax on Parts & Material	@ 5.500%	\$74.32

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	3.6	4.4	8.0	\$496.00
Mech/Elec (ME)	\$78.00				

Frame (FR)	\$75.00				
Refinish (RF)	\$62.00	3.7	3.7	\$229.40	
Labor Total			11.7 Hours		\$725.40
Tax on Labor		@ 5.500%		\$39.90	
Gross Total					\$2,190.87
Net Total					\$2,190.87

Alternate Parts Y/02/02/00/00/00 CUM 02/02/00/00/00 Zip Code: 53081 Default
 OEM Part Prices DT 10/10/2019 12:34 PM EstimateID 611613797978742784 QuoteID ****
 Recycled Parts NOT REQUESTED
 Rate Name Default

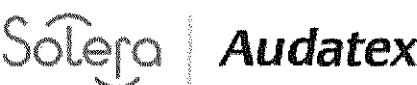
Audatex Estimating 8.0.757 ES 10/10/2019 12:37 PM REL 8.0.757 DT 09/01/2019 DB 10/08/2019
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1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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Op Codes

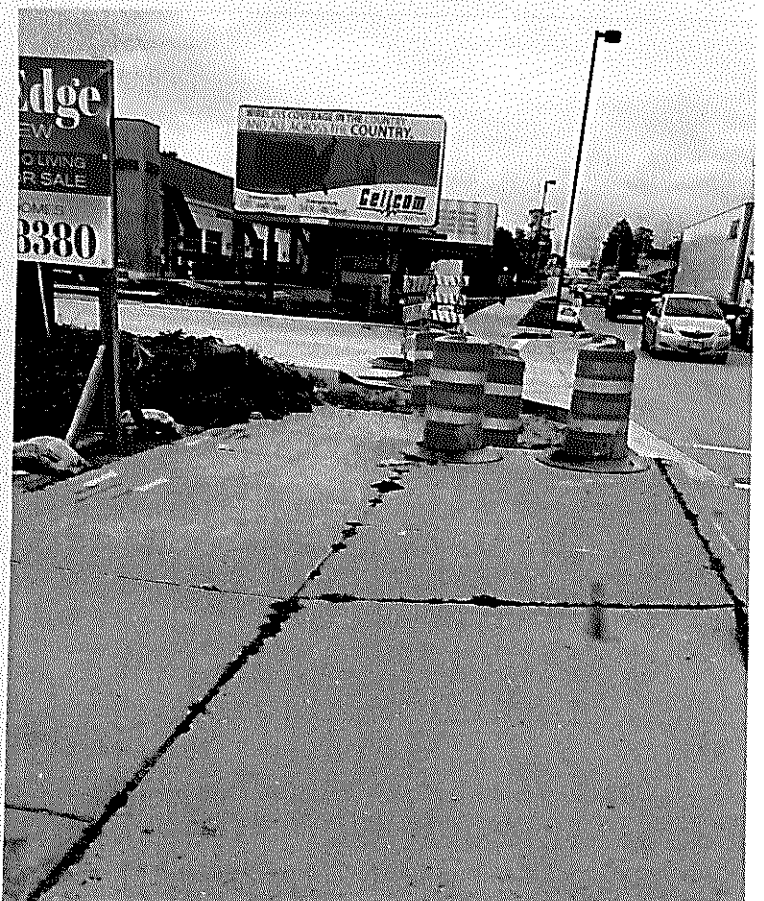
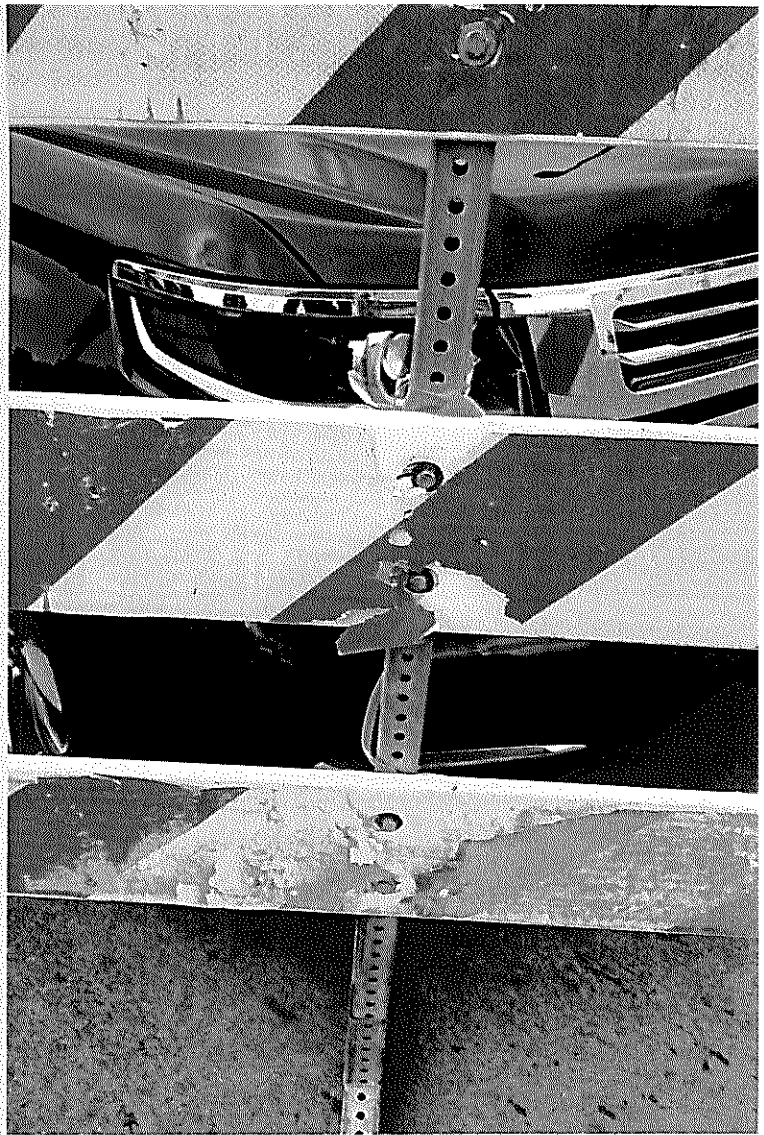
- | | | |
|----------------------------|---|--------------------------------|
| * = User-Entered Value | ^ = Labor Matches System Assigned Rates | E = Replace OEM |
| NG = Replace NAGS | EC = Replace Economy | OE = Replace PXN OE Srpls |
| UE = Replace OE Surplus | ET = Partial Replace Labor | EP = Replace PXN |
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| 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 |

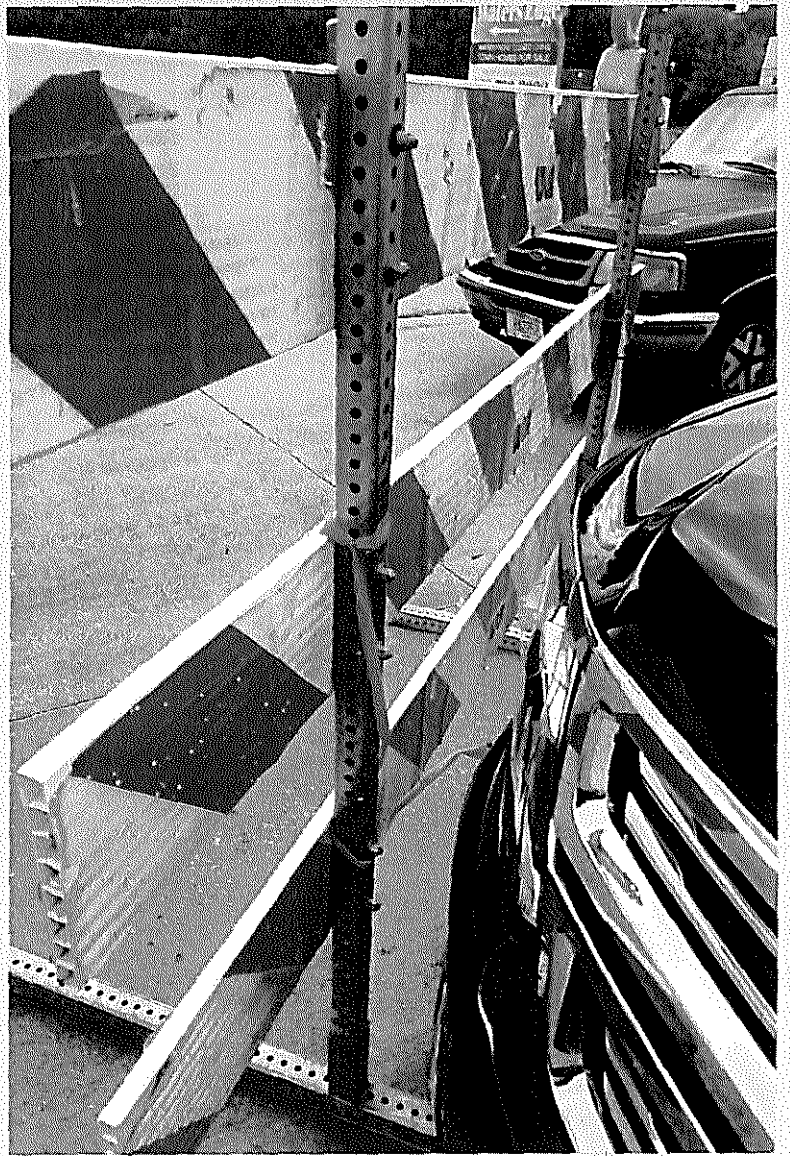


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II

3.1

R. O. No. 107 - 19 - 20. By CITY CLERK. November 18, 2019.

Submitting a claim from Kevin Delray for alleged damages to his vehicle when the tire hit a large section of raised concrete concealed by rain.

Finance
Personnel
File

CITY CLERK

DATE RECEIVED 11/1/19

RECEIVED BY JW

CLAIM NO. 19-19

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: Kevin Delray

2. Home address of Claimant: 1717 Pheasant Ln., Sheboygan, WI 53081

3. Home phone number: 920-627-3446

4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 9/22/19 7:00 pm

6. Where did damage or injury occur? (give full description) Median Strip North of Wilson Ave. on Bus. 42 (directly in front of pizza hut).

7. How did damage or injury occur? (give full description) Tire hit concealed (by rain) large section of raised concrete.

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: _____

NOV 1 '19 PM 12:12

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

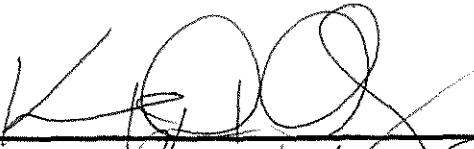
Claimant's Name: Kevin Deloy
 Claimant's Address: 1717 Pheasant Ln.
Sheboygan, WI 53081
 Claimant's Phone No. 920-627-3446

Auto \$ 709.⁰⁶
 Property \$ _____
 Personal Injury \$ _____
 Other (Specify below) \$ _____
TOTAL \$ 709.⁰⁶

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 \$ 709.⁰⁶.

SIGNED  DATE: 11/1/19
 ADDRESS: 1717 Pheasant Ln. Sheboygan, WI 53081

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





INTERNATIONAL TOYOTA SCION SUBARU

4120 N. FRONTAGE RD
SHEBOYGAN, WI 53081
920-208-0200
FAX: 920-694-3880

CELL: 920-627-3446

Table with 8 columns: CUST NO., TAX EXEMPT NUMBER, CUST. P. O. NO., SHIP VIA, PAY, SOLD BY, INVOICE DATE, INVOICE NO. Values include 41690, 414-760-8455, CASH, MATTHEW BENAVIDE, 10/15/19, PQ14368 TOR.

TOYOTA | SCION | SUBARU | HONDA
B I L L T O kevin.delray1@gmail.com
KEVIN DELRAY
1717 PHEASANT LN
SHEBOYGAN, WI 53081

S H I P T O P

Main invoice table with columns: SHIP QTY, B. O. QTY, PART NUMBER / DESCRIPTION, BIN, LIST, NET, AMOUNT. Row 1: 1, 0, 42611-06E20 WHEEL, DISC, XX, 604.61, 604.61, 604.61. Includes a large IA logo watermark.

DISCLAIMER OF WARRANTIES
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

All claims and returned goods must be accompanied by this invoice. No returns after 7 days. All returned mdse. subject to 20% handling charge. No returns on electrical or special order items. All returned merchandise must be in original returnable container and must meet packaging standards. We are not responsible for damage to parts not installed by our service dept. The factory warranty constitutes all of the warranties with respect to the sale of this item/items.

SUBTOTAL 604.61
RESTOCK CHARGE 0.00
TAX 33.25
FREIGHT 0.00
PAY THIS AMOUNT 637.86

PARTS DEPT. HOURS
Monday - Friday
7:00 AM - 6:00 PM
Saturday
8:00 AM - 2:00 PM
Closed Sundays

THANK YOU

CUSTOMER COPY

** PRICE QUOTE **
12:33:18 PAGE 1 OF 1
NET505

PARTS INVOICE

FOCAL COUNSEL

INTERNATIONAL TOYOTA SUB
4120 N FRONTAGE RD
SHEBOYGAN, WI 53081
(920) 208-0200

INTERNATIONAL TOYOTA SCION SUBARU

4120 N. FRONTAGE RD
SHEBOYGAN, WI 53081
920-208-0200
FAX: 920-694-3880

\$ 109.⁰⁶
per fix

SALE

NDA

MD: 520002451751
TID: 005 REF#: 00003965
Batch #: 269001 RRN: 520100001
09/26/19 07:43:44
APPR CODE: 69349D
VISA Chip
*****7628 **/**

AMOUNT \$436.25

APPROVED

ADVISOR JAMES TRUMAN	TAG NO. 2044 011	INVOICE DATE 09/25/19	INVOICE NO. 7-3446 TCS318497
LICENSE NO.	MILEAGE 19,804	COLOR /	STOCK NO. JU053048
YEAR / MAKE / MODEL 18/TOYOTA/CAMRY/4DR SDN I4 XSE AT	DELIVERY DATE 03/23/18	DELIVERY MILES 229	PRODUCTION DATE
VEHICLE I.D. NO. 4 T 1 B 6 1 H K 4 J U 0 5 3 0 4 8	CELL PHONE 760-8455	P.O. NO.	R.O. DATE 09/24/19
PHONE	SERVICE CONTRACT	MO: 19804	

VISA CREDIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSE 68 00

WARRANTY
ARE SYN TECH(S):2025 313
TOYOTA EXTRA CARE SERVICE SYNTHETIC.
ENGINE OIL AND FILTER, TIRE ROTATION, AND
INSPECTION.
MILE TOYOTA EXTRA CARE SYNTHETIC SERVICE.
FILTER, ROTATED TIRES, AND PERFORMED
POINT INSPECTION.

CUSTOMER COPY

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	PKM1	OIL CHANGE			WARRANTY
	1	90430-12031	GASKET			WARRANTY
	1	90915-YZZM1	FILTER, OIL			WARRANTY
	5	00279-16QTE-01	0W16 6X1 QT/CASE-			WARRANTY
TOTAL - PARTS						0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2 01TOZVI MULTIPOINT INSPECT. TECH(S):313 WARRANTY
PERFORM WORLD CLASS MULTIPPOINT INSPECTION
PERFORMED WORLD CLASS MULTIPOINT INSPECTION. SEE VEHICLE
HEALTH REPORT ATTACHED.

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX TOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
J# 3 46TOZMB4 MNT & BLNC 4 TIRES TECH(S):313 89.99
C/S: 4 NEW TIRES- SEE JIM
4 MICHELIN PRIMACY MXM4 235/40R19--GOOD WILL PER MICHELIN
MICHELIN COVERING 65% OF TIRES ONLY ON LABOR
MOUNT AND BALANCED FOUR TIRES

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	4	DT000-13134-MI	235/40R19	241.35	80.88	323.52
TOTAL - PARTS						323.52

JOB# 3 TOTALS

LABOR PARTS 89.99 323.52

JOB# 3 JOURNAL PREFIX TOCS JOB# 3 TOTAL 413.51

JOB# 4 CHARGES

LABOR
J# 4+46TOZ WHEELS/TIRES TECH(S):313 WARRANTY
MICHELIN PORTION OF GOODWILL WARRANTY

Thank you Kevin!
Jim Truman

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.



INTERNATIONAL TOYOTA SCION SUBARU

4120 N. FRONTAGE RD
SHEBOYGAN, WI 53081
920-208-0200
FAX: 920-694-3880

TOYOTA | SCION | SUBARU | HONDA

CELL: 920-627-3446

Form with fields: NO. 41690, ADVISOR JAMES TRUMAN, TAG NO. 2044, INVOICE DATE 09/25/19, INVOICE NO. TOCS318497, LICENSE NO., MILEAGE 19,804, COLOR /, STOCK NO. JU053048, YEAR / MAKE / MODEL 18/TOYOTA/CAMRY/4DR SDN I4 XSE AT, DELIVERY DATE 03/23/18, DELIVERY MILES 229, VEHICLE I.D. NO. 4T1B61HK4JU053048, PRODUCTION DATE, E-MAIL delray1@gmail.com, CELL PHONE, P.O. NO., R.O. DATE 09/24/19, BUSINESS PHONE 414-760-8455, SERVICE CONTRACT, MO: 19804

Table with columns: QTY, FP-NUMBER, DESCRIPTION, LIST PRICE, UNIT PRICE, WARRANTY. Row 1: 4 DT000-13134-MI 235/40R19 TOTAL - PARTS 0.00. Row 2: TOTALS. Row 3: JOB# 4 JOURNAL PREFIX TOCS JOB# 4 TOTAL 0.00

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$500.00 (+TAX) THE CUSTOMER REQUESTED A LOANER created 2019-09-12 10:40:00am taken by [Name] Serna

Payment options: CASH [] CHECK CK NO. [], VISA [] MASTERCARD [] DISCOVER, AMER XPRESS [] OTHER [] CHARGE. Summary: TOTAL LABOR 89.99, TOTAL PARTS 323.52, TOTAL SUBLET 0.00, TOTAL G.O.G. 0.00, TOTAL MISC CHG. 0.00, TOTAL MISC DISC 0.00, TOTAL TAX 22.74. TOTAL INVOICE \$ 436.25

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

TOYOTA | SCION | SUBARU | HONDA

"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."

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.



RUSS DARROW TOYOTA
 2700 W. WASHINGTON AVENUE
 WEST BEND, WISCONSIN 53095
 (262) 334-9411 · www.russdarrow.com

PARTS DIRECT (262) 338-5811
 NATIONWIDE 1-800-253-1264

DISCLAIMER OF WARRANTIES
 The dealer is not a party to any Manufacturer's warranty on parts or service contained herein. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS.

NO REFUNDS WITHOUT THIS INVOICE. NO REFUNDS AFTER 10 DAYS. NO REFUNDS OR RETURNS ON ELECTRICAL OR SPECIAL ORDER ITEMS. ALL PARTS SUBJECT TO 20% HANDLING.

DATE ENTERED 11 NOV 19 YOUR ORDER NO. DATE SHIPPED 01 NOV 19 INVOICE DATE INVOICE NUMBER 044163

**** INVOICE QUOTE - DO NOT PAY ****
 ACCOUNT NO. 10
 KEVIN DELRAY
 SHIP TO

SHIP VIA SLSM. 745 B/L NO. TERMS CASH F.O.B. WEST BEND, WI

ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	42611-06E20	SOPWHEEL, DIS	604.61	604.61	604.61
**** INVOICE QUOTE - DO NOT PAY ****							
CHRYSLER							
DODGE							
Jeep							
TOYOTA							

THANK YOU!
PARTS DEPT. HOURS

Mon - Fri
 7:00 am - 6:00 pm

Saturday
 7:00 am - 5:00 pm

SEE OUR BOUTIQUE AND ACCESSORY CENTER.

ALL RETURNS WITHIN 21 DAYS OF SALE
 NO RETURNS ON SPECIAL ORDER PARTS
 NO RETURNS ON ELECTRICAL ITEMS
 FAX DIRECT @ 262-306-4120
 PARTS DIRECT @ 262-338-5811

PARTS	604.61
DISCOUNT	
FREIGHT	0.00
SALES TAX	33.86
TOTAL	\$638.47

THANK YOU! CUSTOMER COPY



RUSS DARROW TOYOTA
 2700 W. WASHINGTON AVENUE
 WEST BEND, WISCONSIN 53095
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 NO RETURNS ON SPECIAL ORDER PARTS
 NO RETURNS ON ELECTRICAL ITEMS
 FAX DIRECT @ 262-306-4120
 PARTS DIRECT @ 262-338-5811

PARTS	604.61
DISCOUNT	
FREIGHT	0.00
SALES TAX	33.86
TOTAL	\$638.47

THANK YOU!

Call ID: #60576
 Date: 09/22/2019
 Club: 270

Printed on: 10/07/2019
 Archive Call: Yes
 D3 User: WH14D3

Membership Information	
Membership: 4382705842097036 Membership Status: A Expires: 08/01/2020 Level: Basic Cancellation Date:	Contact Name: KEVIN DELRAY Member Name: KEVIN DELRAY Address: 1710 CARMEN AVE City: SHEBOYGAN State: WI Zip: Phone: (920) 627-3446 Member Since: 07

Breakdown Information	
Breakdown Location: 3004 S 18TH STREET WILSON AVENUE City: SHEBOYGAN State: WI Phone: Type: Trouble Code(s): T1 Policy: Pacesetter Code(s): L101 Priority Code: PTA: 09/22/2019 20:31:00 CDT Landmark/Directions: //VEH NEAR ADDRESS // FLAT WITH SPARE	

Vehicle Information	
Year: 18 Model: CAMRY Type: PS Tag:	Make: TOYOTA Color: Gray Pass: 0

Callback Information	
Callback: Minutes: 10	Type: MC

Facility Information	
Spotted to: WH14 Driver: 237599 Truck: 33	Region: Phone:

Tow Destination
Tow Destination:

Duplicate Calls

Call History			
09/22/2019 19:51:59 CDT	RE- D3	HE69601	CR
09/22/2019 19:51:59 CDT	SP- XU	HE69601	CR WH14
09/22/2019 19:51:59 CDT		HE69601	PHOTO ID AVAILABLE
09/22/2019 19:51:59 CDT		HE69601	Triage selection: L101 Flat Tire w/spare - PS rear - Mbr unsure if veh has locking lug nuts
09/22/2019 19:51:59 CDT		HE69601	Mbr Advised Safe
09/22/2019 19:51:59 CDT		HE69601	pta 8:35pm
09/22/2019 19:51:59 CDT		HE69601	Leaving Call
09/22/2019 19:52:02 CDT	S1- GT	COMM_MGR AD	WH14
09/22/2019 19:52:02 CDT		SMS	AAASERVICE: Alert We have rec'd your service request #60576 Msg freq depends on user.Msg&Data Rates May Apply, Reply STOP to cancel txts. HELP for help w/txt.
09/22/2019 19:53:53 CDT	DI	WH14	DI WH14/33
09/22/2019 19:53:53 CDT	AS	WH14/33	TR WH14/33
09/22/2019 19:53:53 CDT	BD	WH14/33	TR WH14/33
09/22/2019 19:54:01 CDT	CO	WH14	TR WH14/33
09/22/2019 19:54:01 CDT	ER	WH14/33	TR WH14/33
09/22/2019 19:54:01 CDT	ET	WH14/33	TR WH14/33
09/22/2019 19:54:17 CDT	S1- IN	COMM_MGR AD	WH14/33
09/22/2019 19:54:17 CDT		SMS	AAASERVICE: Service will arrive by 08:34 PM. Ref# 60576. Download our app to track your service: AAA.com/mobile .Reply STOP to cancel txts. HELP for help w/txt
09/22/2019	OL	WH14/33	TR WH14/33

II

43

R. O. No. 130 - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a claim from Progressive Insurance on behalf of their insured, Jonathan Erlie, for alleged damages to their parked/unoccupied vehicle when it was struck by a City of Sheboygan Sanitation truck.

~~Finance~~
Personnel
File

CITY CLERK

25-19¹²⁻¹
DEC 16 '19 11:19

PROGRESSIVE

Payment Address	Document Address
24344 Network Place	P.O. Box 512929
Chicago, IL 60673-1243	Los Angeles, Ca 90051
	Phone: (877)818-0139
	Fax: (888) 781-6947

12/5/2019 9:41:00 AM
Certified Mail 91 7199 9991 7038 2027 0669 Return Receipt Requested

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI. 53081

Your Client: DE AMICO, WILLIAM
Your Claim Number: N/A
Our Insured: ERLIEN, JONATHAN
Our Claim Number: 19-1850426
Amount Subject to Reimbursement: 2,773.97
Amount of Insured's Deductible: 1,000.00

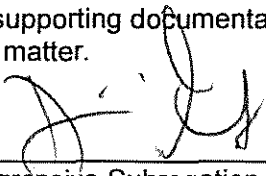
Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 541 HUMBOLDT AVE IN SHEBOYGAN
Date and Time of Loss: 07-26-19 AT 10:20 AM

Description of Loss: OUR PARKED /UNOCCUPIED VEHICLE WAS STRUCK BY CITY OF SHEBOYGAN SANITATION TRUCK .

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "ERLIEN, JONATHAN ", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.



Progressive Subrogation
Artisan and Truckers Casualty Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

Claim Payment Detail (19-1850426)

Payment Information

Disbursement Number: 778260780	Total Amount: \$1,416.48
EFT Trace Number: 713783377	Invoice Number: 65139979
Pay to the Order of: DICK BRANTMEIER FORD LINCOLN MERCURY INC	
Mailing Address: 3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA	
In Payment Of: Progressive Invoice Number: 65139979	

Reviewed Summary

Issuing Rep: JXB0358	Approved By:
Issue Date: 11-06-19	Review Date:
Last Updated Rep: JXB0358	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: 11-07-19
Stop Date:	

Exposure Detail: COLL

Party Name: ERLIEN, JONATHAN J	Amount Paid: \$1,416.48
Property Description: 15 SUBARU LEGACY	Deductible Taken: \$1,000.00
Payment Type: FINAL PAYMENT	Property Damage: \$0.00
	Rental: \$0.00

Claim Payment Detail (19-1850426)

Payment Information

Disbursement Number: 778261677	Total Amount: \$357.49
EFT Trace Number: 713823986	Invoice Number: 65223812
Pay to the Order of: ENTERPRISE RENT A CAR CO	
Mailing Address: PO BOX 795110 SAINT LOUIS, MO 63179 USA	
In Payment Of: Progressive Invoice Number: 65223812	

Reviewed Summary

Issuing Rep: A097778	Approved By:
Issue Date: 12-04-19	Review Date:
Last Updated Rep: A097778	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: No
Stop Date:	

Exposure Detail: RENTAL

Party Name: ERLIEN, JONATHAN J	Amount Paid: \$357.49
Property Description: 15 SUBARU LEGACY	Deductible Taken: \$0.00
Payment Type: FINAL PAYMENT	Property Damage: \$0.00
	Rental: \$357.49



Rental Company: ENTERPRISE RENT-A-CAR
 Invoice: D076774-4481
 Alternate Invoice Number: 7J1L7W

Bill To: PRO65TX
 PROGRESSIVE
 ATTN: NIESHAH SORRELLS
 10700 N LAMAR BLVD SUITE 150
 AUSTIN, TX 78753

RENTAL DETAIL:

Rental Period: 10/28/19 to 11/5/19 (9 days)
 Billed Period: 10/28/19 to 11/5/19 (9 days)

RENTER INFORMATION:
 Renter: ERLIEN, JONATHAN

RENTAL INFORMATION:
 Rental Branch Location:
 ENTERPRISE RENT-A-CAR (4481)
 3060 S BUSINESS DR
 SHEBOYGAN, WI 530816521
 (920) 458-1414

Products and Services	Quantity	Rate	Amount
TIME & DISTANCE	9	36.50	\$328.50
REFUELING CHARGE	1	0.00	\$0.00
YOUNG RENTER FEE	9	0.00	\$0.00
Taxes and Surcharges			
TITLE AND REGISTRATION FEES	9	1.15	\$10.35
SALES TAX	1	5.50%	\$18.64
Total Charges:			\$357.49
Less Amount Received:			\$0.00
Total Amount Due:			\$357.49

ADDITIONAL CLAIM INFORMATION:
 Claim Number :19-1850426
 Claim Type: Insured
 Vehicle Condition: Driveable
 Date Of Loss:
 Insured Name:
 Owner's Vehicle: 2015 SUBARU LEGAC
 Additional Driver:

Repair Facility:
 BRANTMEIER FORD BODYSHOP
 SHEBOYGAN, WI 530813693
 (920) 458-6111

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
10/28/19 8:08 AM	2019	HYUN	TUCS	KM8J23A48KU951989	20908	21423	515	\$36.50

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
 ENTERPRISE RENT-A-CAR
 P.O. BOX 840086
 KANSAS CITY, MO 64184-0086
 Federal ID: 43-0724835

Total Charges: \$357.49
Less Amount Received: \$0.00
Total Amount Due..... \$357.49

Please include on your check:
 Invoice: D076774-4481

Date: 10/28/2019 01:06 PM
 Estimate ID: 19-1850426-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types

PROGRESSIVE

Damage Assessed By: JARED BRILL

Appraised For: JARED BRILL
 (608) 347-3860

Classification:

Type of Loss: Auto
 Date of Loss: 7/26/2019
 Deductible: 1,000.00
 Claim Number: 19-1850426-01

Insured: JONATHAN ERLIEN
 Owner: JONATHAN ERLIEN
 Address: 541 HUMBOLDT AVENUE, SHEBOYGAN, WI 53081
 Telephone: Work Phone: (920) 918-3436 Home Phone: (920) 452-5733
 Contact Phone: (920) 452-5733

Mitchell Service: 911712

Description: 2015 Subaru Legacy 2.5i Premium
 Body Style: 4D Sed Drive Train: 2.5L Inj 4 Cyl A AWD
 VIN: 4S3BNBC68F3033809 License: 222XAX WI
 Mileage: 104,739
 OEM/ALT: A Search Code: NORTHEAST1
 Color: SILVER
 Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
 AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
 FRONT SIDE AIRBAG WITH HEAD PROTECTION, ANTI-LOCK BRAKE SYS., TRACTION CONTROL
 ALUM/ALLOY WHEELS, REARVIEW CAMERA, TIRE INFLATION/PRESSURE MONITOR
 ANTI-THEFT SYSTEM, AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY, HD RADIO
 LEATHER STEERING WHEEL, SATELLITE RADIO, CD PLAYER
 POWER ADJUSTABLE EXTERIOR MIRROR, AUTO AIR CONDITION, TRIP COMPUTER
 FIRST ROW BUCKET SEAT, CLOTH SEAT, ALL WHEEL DRIVE, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
 REMOTE DECKLID OR TAILGATE RELEASE, MP3 PLAYER, DAYTIME RUNNING LIGHTS
 DRIVER SEAT WITH POWER LUMBAR SUPPORT, ELECTRONIC STABILITY CONTROL
 FRONT HEATED SEATS, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
 STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Front Bumper</u>							
1	101715	BDY	REMOVE/INSTALL	Frnt Bumper Cover			1.0
<u>Front Lamps</u>							
2	101719	BDY	REMOVE/INSTALL	L Front Combination Lamp			0.4 #
<u>Front Fender</u>							
3	101723	REF	BLEND	L Fender Outside			C 0.8
4	100395	BDY	REMOVE/INSTALL	L Upr Fender Garnish			0.2
5	100417	BDY	REMOVE/INSTALL	L Fender Splash Guard			0.2
<u>Rocker/Pillars/Floor</u>							
6	100324	BDY	REPAIR	L Rocker Outer Panel	-S Existing		2.0* #
7		REF	REFINISH/REPAIR	L Rocker Outer Panel	-S		C 0.5*
8				SPOT REFINISH			
9	101740	BDY	REMOVE/INSTALL	L Rocker Moulding			0.4
10	100719	BDY	REPAIR	L Rocker Moulding	Existing		1.0*
11		REF	REFINISH	L Rocker Moulding			C 1.2
12	100729	BDY	REMOVE/INSTALL	L Frt Rocker Scuff Plate	Existing		INC r
<u>Front Door</u>							
13	100957	BDY	REMOVE/REPLACE	L Frt Door Shell	Recycled	687.50 *	5.2 #r
14		REF	REFINISH	L Frt Door Outside			C 2.2
15		REF	REFINISH	L Frt Add For Jambs & Interior			C 1.0
16		MCH	REMOVE/REPLACE	L Frt Add To R&L/R&R Side Air Bag Sensor			0.3
17	101768	BDY	REMOVE/INSTALL	L Frt Rear View Mirror			INC #

ESTIMATE RECALL NUMBER: 10/28/2019 13:06:08 19-1850426-01

Mitchell Data Version: OEM: AUG_19_V1009

MAPP: AUG_19_V

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Page 1 of 4

Software Version: 7.1.237

Date: 10/28/2019 01:06 PM
Estimate ID: 19-1850426-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

IV. Total Adjustments: 1,000.00-
Net Total: 1,416.48

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

Point(s) of Impact
9 Left Side (P)

Insurance Co: PROGRESSIVE

Inspection Site: Dick Brantmeier Collision Center (NW)
Address: 3624 Kohler Memorial Drive
(NW-BRILL)
Sheboygan, WI 53081
(920) 458-6111
Inspection Date: 10/28/2019

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you

ESTIMATE RECALL NUMBER: 10/28/2019 13:06:08 19-1850426-01

Mitchell Data Version: OEM: AUG_19_V1009

MAPP:AUG_19_V

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Software Version:

7.1.237

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Page 3 of 4

Date: 10/28/2019 01:06 PM
Estimate ID: 19-1850426-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date: _____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Event Log

File Created:	10/28/2019 12:18:38 PM
Estimate Started:	10/28/2019 12:28:14 PM
Estimate Printed:	10/28/2019 12:41:42 PM
Estimate Committed:	10/28/2019 01:06:08 PM
Estimate Uploaded:	10/28/2019 01:06:30 PM

ESTIMATE RECALL NUMBER: 10/28/2019 13:06:08 19-1850426-01

Mitchell Data Version: OEM: AUG_19_V1009

MAPP:AUG_19_V

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G7L0DDT5LC
C19-14851

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0DDT5LC

Document Number Override		Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy OFFICER TRISHA SAEGER	
Crash Date 07/26/2019		Crash Time 10:20 AM	Date Arrived 07/26/2019	Time Arrived 10:24 AM	
Date Notified 07/26/2019		Time Notified 10:20 AM	Total Units 02	Total Injured	Total Killed
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/>
<input type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone	School Bus Related		Tags	
<input type="checkbox"/> Reportable	Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash	

Location					
ON 541 HUMBOLDT AVE 146 FT E OF LAKESHORE DR (HOUSE/BUILDING 541)		Latitude 43.72598025	Longitude -87.7097576	Lat/Long Source TLT/ILT	Access Control
IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY		X Coordinate 442834.4887	Y Coordinate 4841690	On Roadway Link ID# 4860410	On Roadway Link Offset 112
		Override <input type="checkbox"/>	Tribal Land	Structure Type HOUSE/BUILDING	

Crash Scene	
First Harmful Event PARKED MOTOR VEHICLE	First Harmful Event Location ON ROADWAY
Manner of Collision 06-SIDESWIPE/OPPOSITE DIRECTION	Light Condition DAWN
Road Surface Condition(s) DRY	Environment Factor(s) NONE
Roadway Factor(s) NONE	Weather Condition(s) CLOUDY
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION
Tribal Land	Access Control NO CONTROL
Special Study	
Within Interchange Area NO	Junction Location NON-JUNCTION
Intersection Type NOT AN INTERSECTION	

Unit Summary		
Unit Status IN TRANSIT	Vehicle Operating As Classification D CLASS	Unit Type TRUCK
Vehicle Type UTILITY TRUCK/PICKUP TRUCK		Operating As Endorsements
Total Occs 2	Total # Citations Issued	Total Trailers 0
Insurance? YES	Direction Of Travel EASTBOUND	Total HazMat Types
Most Harmful Event: Collision With PARKED MOTOR VEHICLE		Pre Crash Tire Mark <input type="checkbox"/>
Special Function NO SPECIAL FUNCTION		Speed Limit 25
Emergency Motor Vehicle Use NOT APPLICABLE		Total Lanes 2
Traffic Way TWO-WAY, NOT DIVIDED	Traffic Control NO CONTROL	Traffic Control Inoperative/Missing NO
Surface Type CONCRETE	Road Curvature STRAIGHT	Road Grade LEVEL
Truck Bus or HazMat TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR		

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C19-14851

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01	Role DRIVER		Citations Issued	<input type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL		
	Last Name DE AMICO		First Name WILLIAM		Middle Initial JOHN	Suffix	
	Street Address 8445 SUNSET RD		Street Address 2		PO Box		
	City KOHLER		State WI	Zip Code 53044	Country of Residence UNITED STATES		
	DOB 02/23/1979	Sex M	Race W	Hair BROWN	Eyes BROWN	Height 603	Weight 150
	Driver's License Number D8208307906308		State WI	License Jurisdiction STATE		Country of Issuance UNITED STATES	
	License Type COMMERCIAL DRIVER LICENSE (CDL)		License Status VALID LICENSE		DL Expiration Year 2028		
	On Duty Accident		Safety Equipment				
	Seat Position 1-FRONT SEAT-LEFT SIDE (DRIVER/MOTORC		SHOULDER & LAP BELT				
	Helmet Use		Helmet Compliance				
	Eye Protection		Tint Compliance				
	Injury Severity NO APPARENT INJURY		Airbag NON DEPLOYED				
	Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICA		Trapped/Extricated NOT TRAPPED		
	Medical Transport NOT TRANSPORTED		EMS Agency Identifier		EMS Run #		
	Hospital		Date of Death		Time of Death		
	Striking Unit #		Location		To/From School		
	Prior Action		Action				
Distracted By Action NOT DISTRACTED		Action Other					
Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		Action Other					
Individual Condition APPEARED NORMAL		Action Other					
Suspected Alcohol Use NO		Suspected Drug Use NO					
Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type			Alcohol Test Results			
Drug Test Given TEST NOT GIVEN	Drug Test Type			Drug Test Results			
Drug Type							
UNIT 02	Role PASSENGER		Citations Issued 0	<input type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL		
	Last Name BRILL		First Name JASON		Middle Initial JAE	Suffix	
	Street Address 310 S PERSHING ST		Street Address 2		PO Box		
	City SHEBOYGAN		State WI	Zip Code 53083	Country of Residence UNITED STATES		

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C19-14851

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT

DOB 03/10/1992	Sex M	Race W	Hair BROWN	Eyes GREEN	Height 611	Weight 160	Phone Number (920) 287-4010 EXT.
Driver's License Number B6404309209009			State WI	License Jurisdiction STATE	Country of Issuance UNITED STATES		
License Type COMMERCIAL DRIVER LICENSE (CDL)			License Status VALID LICENSE			DL Expiration Year 2027	
On Duty Accident			Safety Equipment				
Seat Position RIDING ON VEHICLE EXTERIOR (NON-TRAILER)			NOT APPLICABLE				
Helmet Use			Helmet Compliance				
Eye Protection			Tint Compliance				
Injury Severity NO APPARENT INJURY			Airbag NON DEPLOYED				
Ejected NOT EJECTED			Ejection Path NOT EJECTED/NOT APPLICABLE		Trapped/Extricated NOT TRAPPED		
Medical Transport NOT TRANSPORTED			EMS Agency Identifier		EMS Run #		
Hospital			Date of Death		Time of Death		
Striking Unit #			Location		To/From School		
Prior Action			Action				
Distracted By Action			Action Other				
Distracted By Source			Action Other				
Individual Condition APPEARED NORMAL							
Suspected Alcohol Use NO			Suspected Drug Use NO				
Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type			Alcohol Test Results		
Drug Test Given TEST NOT GIVEN		Drug Test Type			Drug Test Results		
Drug Type							
License Plate Number 88070			Plate Type MUN - MUNICIPAL		St WI	Country of Issuance UNITED STATES	
Vehicle Identification Number 3BPZL50X1DF176541					Year 2013	Make PETERBILT MOTORS CO	
Model			Body Style CB - CAB CHASSIS			Color WHI - WHITE	
Initial Contact Point 7-LEFT REAR CORNER							

UNIT

UNIT

G7L0DDT5LC
C19-14851

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

01	Extent Of Damage NO DAMAGE		Vehicle Damage NO DAMAGE	
	Towed Due To Damage NOT TOWED		Vehicle Factors	
	Vehicle Removed By OPERATOR		NOT APPLICABLE	
	What Driver Was Doing BACKING		Driver Prior Action Other	Bus Use NOT A BUS
UNIT	Driver Actions UNSAFE BACKING			
	<input type="checkbox"/> Vehicle Owner Same As Operator		<input type="checkbox"/> Use Operator Address	
	Organization Type GOVERNMENT		Company Name SHEBOYGAN CITY	
	Last Name		First Name	Middle
	Street Address #28 CENTER AVE # 206		Street Address 2	PO Box
	City SHEBOYGAN		St WI	Zip Code 53081
	Telephone Number (920) 459-3440 EXT.		Country of Residence UNITED STATES	
	Event PARKED MOTOR VEHICLE			
	Event			
	Event			
UNIT	Event			
	Insurance Company CITY OF SHEBOYGAN SELF INSURED		<input checked="" type="checkbox"/> Policy Holder Same As Owner	<input type="checkbox"/> Policy Holder Same As Driver
	Organization Type GOVERNMENT	Last Name	First Name	Policy Holder Company SHEBOYGAN CITY
	<input type="checkbox"/> Use Vehicle Owner Same as Carrier		Source	
	US DOT #		Carrier Name	
	Carrier Address		Carrier Address 2	Carrier PO Box Number
	City		State	Zip Code
	GVA#		Vehicle Configuration	Cargo Body Type
	Carrier Type		Permitted Load	
	<input type="checkbox"/> OS/OW Load		WI Permit Number	<input type="checkbox"/> Permitted Vehicle On Permitted Route
<input type="checkbox"/> Escort Vehicle Required By Permit		<input type="checkbox"/> Escort Vehicle Present		
Measured Height		Measured Length	Measured Width	
Measured Weight				

Unit Summary

G7L0DDT5LC
C19-14851

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

02	Unit Status LEGALLY PARKED	Vehicle Operating As Classification		Unit Type AUTOMOBILE		
	Vehicle Type PASSENGER CAR			Operating As Endorsements		
UNIT	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued	Total Trailers 0	Total HazMat Types	
	Insurance? YES	Direction Of Travel EASTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit N/A	Total Lanes 2	
02	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION	Emergency Motor Vehicle Use NOT APPLICABLE		
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL	Traffic Control Inoperative/Missing NO		
	Surface Type CONCRETE		Road Curvature STRAIGHT	Road Grade LEVEL		
	Truck Bus or HazMat NO					
UNIT	License Plate Number 222XAX		Plate Type AUT - AUTOMOBLE	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 4S3BNBC68F3033809			Year 2016	Make SUBARU	
	Model LEGACY 2.6		Body Style 4D - 4DR		Color	
	Initial Contact Point 10-LEFT SIDE FRONT		Vehicle Damage 10-LEFT SIDE FRONT			
	Extent Of Damage FUNCTIONAL DAMAGE		Vehicle Factors			
	Towed Due To Damage NOT TOWED		Vehicle Removed By OWNER			
	What Driver Was Doing LEGALLY PARKED		Driver Prior Action Other		Bus Use NOT A BUS	
	Driver Actions NO CONTRIBUTING ACTION					
	<input type="checkbox"/> Vehicle Owner Same As Operator			<input type="checkbox"/> Use Operator Address		
	Organization Type INDIVIDUAL		Company Name			
	Last Name ERLIEN		First Name JONATHAN		Middle J	Suffix
	Date of Birth 02/29/1980		Street Address 541 HUMBOLDT AVE		Street Address 2	
City SHEBOYGAN		St WI	Zip Code 53081	PO Box		
Country of Residence UNITED STATES		Telephone Number (920) 918-3436 EXT.				
Event MOTOR VEH IN TRANSPORT						
Event						
Event						
Event						

02 Insurance Company



G7L0DDT5LC
C19-14851

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT	PROGRESSIVE-CLASSIC-INS-CO		Policy Holder Same As Owner	Policy Holder Same As Driver
	Organization Type INDIVIDUAL	Last Name ERLIEN	First Name JONATHAN	Policy Holder Company

Description

Diagram	Reconstruction By
	Photos By OFFICER SAEGER #287
	Additional Information NONE, PHOTOS

Narrative
UNIT 1 WAS BACKING UP EASTBOUND, IN THE 500 BLOCK OF HUMBOLDT AVE, FROM LAKESHORE DR, UNIT 1 WAS BACKING UP IN THIS MANNER DUE TO HUMBOLDT BEING A DEAD END, UNIT 1 NEEDED TO ACCESS THE ROAD THIS WAY AS UNIT 1 IS A CITY OF SHEBOYGAN GARBAGE TRUCK. UNIT 1 HAD A CITY EMPLOYEE ON THE REAR PASSENGER SIDE CORNER OF THE TRUCK. AS UNIT 1 WAS BACKING, ANOTHER VEHICLE WAS PULLING OUT FROM A PARKED POSITION, WESTBOUND ON HUMBOLDT AVE. UNIT 1 DRIVER WAS WATCHING THIS MOVING VEHICLE, AND DIDNT SEE HOW CLOSE THE DRIVER SIDE REAR CORNER OF UNIT1 GOT TO A PARKED VEHICLE BEING UNIT 2, UNIT 2 WAS PARKED FACING EASTBOUND, IN FRONT OF 541 HUMBOLDT AVE. UNIT 1'S PASSENGER HIT THE TRUCK ALARM, AND UNIT 1 STOPPED THE BACKING MOVEMENT. HOWEVER, THE ATTACHED STEP LEDGE OF UNIT 1, ON THE REAR DRIVER SIDE CORNER BUMPER, STRUCK THE LOWER SECTION OF UNIT 2'S DRIVER'S DOOR. NO DAMAGE TO UNIT 1 AND UNIT 2 WAS LEGALLY PARKED, UNOCCUPIED.

Signature

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

Law Enforcement Agency

Agency Space SQUAD 20				
Officer Rank OFCR	Officer Last Name SAEGER	Officer First Name TRISHA	Officer Middle Name	Suffix
DOT Officer ID 287		DNR Officer ID	Officer Badge Number 287	

Officer EMail

II

R. O. No. 131 - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a Notice of Circumstances of Claim and Claim pursuant to sec. 893-80(1d)(a) and (b) from Axley Brynelson, LLP on behalf of the claimants Audrey M. Brubake and Estate of Roman J. Martin.

~~Finance~~
Personnel
file

CITY CLERK



AXLEY BRYNELSON, LLP

NOTICE OF CIRCUMSTANCES OF CLAIM AND CLAIM
PURSUANT TO SECTION 893.80(1d)(a) and (b)

To: City Attorney Charles Adams City Administrator Darrell Hofland
City of Sheboygan City of Sheboygan
828 Center Avenue, Suite 210 828 Center Avenue, Suite 300
Sheboygan, WI 53081 Sheboygan, WI 53081

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

Re: Our Client: Audrey M. Brubaker
Estate of Roman J. Martin
D/O/A: October 9, 2019
Our File No: 25346.83534

Process Server *PP*
Date 12/13/19 Time: 11:45 am/pm
 Personal Substitute
 Posted Corporate

This Notice of Circumstances of Claim and Claim is brought pursuant to sec. 893.80(1d)(a) and (b). The claimants are Audrey M. Brubaker and Estate of Roman J. Martin ("Claimants"). Roman Martin (DOB 1/12/10) is deceased. Audrey Brubaker resides at 1603 N. 7th Street, Sheboygan, Wisconsin 53081. The Claimants hereby give their Notice of Claim as set forth below:

1. The attorneys for the Claimants are Axley Brynelson, LLP, 2 E. Mifflin Street, Suite 200, Madison, Wisconsin 53703, by Attorneys Heath P. Straka and J. Michael Riley.
2. Claimant Audrey M. Brubaker is the biological mother of Roman Martin, deceased.
3. Roman Martin was tragically killed when he was run over by a garbage truck on October 9, 2019 in the City of Sheboygan. The incident occurred at the intersection of 14th Street and Center Avenue.
4. The driver of the garbage truck was Christopher A. Dekker. The crash report lists the City of Sheboygan as the owner of the garbage truck. The crash report is attached hereto.
5. The Sheboygan County Medical Examiner's Office has written a report regarding its findings. Such report was written by Christopher Nehring. According to Mr. Nehring, the cause of death of Roman Martin was open head trauma and multiple blunt force trauma. The Medical Examiner's report is attached hereto.

6. Mr. Nehring was on the scene of the incident prior to the removal of the subject garbage truck or Roman Martin's body. Roman Martin was deceased upon Mr. Nehring's arrival.

7. Mr. Nehring performed his duties as the Medical Examiner including, but not limited to, photographing the scene and making observations of the location of the subject garbage truck and Roman Martin's body.

8. According to Mr. Nehring's findings, he stated the following in his report, "It appears that Roman was traveling Northbound on the East sidewalk of 14th Street in the City of Sheboygan, when the City of Sheboygan Garbage Truck also traveling Northbound on 14th Street turned right on Center Street [sic] striking Roman while he was operating his bicycle. Roman was struck by the truck while in the East side crosswalk."

9. As a result of the aforesaid incident, Roman Martin suffered the fear of death, conscious pain and suffering and fatal injuries to his head and body.

10. As a result of the aforesaid incident, Claimant, Audrey M. Brubaker, has suffered the loss of society and companionship of her son, Roman Martin.

11. Claimants hereby demand the statutory maximum amount of damages of \$250,000 from the City of Sheboygan, as employer of the driver, Christopher A. Dekker, and as owner of the subject garbage truck.

12. The undersigned is one of the attorneys for Claimants and is therefore authorized to provide this Notice of Circumstances of Claim and Claim.

Dated this 12th day of December, 2019.

AXLEY BRYNELSON, LLP



Attorney Heath P. Straka
State Bar No. 1031351
J. Michael Riley
State Bar No. 1013649
Attorneys for Claimants
2 East Mifflin Street, Suite 200
Madison, WI 53703
Tel: (608) 257-5661
E-mail: hstraka@axley.com; mriley@axley.com

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. February 3, 2020.

Your Committee to whom was referred R. O. No. 141-19-20 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department for the period commencing October 1, 2019 and ending December 31, 2019; recommends filing the amended R. O.

Consent

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

R. O. No. 141 - 19 - 20. (Amended) By FIRE CHIEF. February 3, 2020.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 01, 2019 and ending December 31, 2019.

<u>Incident Types</u>	2017	2018	2018	2019	2019
	Actual	YTD	Actual	YTD	Goals
Fires	125	94	94	89	< 90
Rescue & Emergency Medical Services	3,959	4,220	4,220	4,516	4,300
Non Fires	1,077	1,055	1,055	1,130	1,000
TOTAL	5,161	5,369	5,369	5,735	

Station Incident Count per Station

Station 1	1,549	1,560	1,560	1,556
Station 2	988	1,063	1,063	1,130
Station 3	1,309	1,417	1,417	1,422
Station 4	814	818	818	1,043
Station 5	451	474	474	543
Out of City	51	37	37	43

Fire Loss

Number of Incidents	64	56	56	55
Total Property Loss	\$ 273,985	\$ 630,000	\$ 630,000	\$373,100
Total Content Loss	\$ 126,341	\$ 348,985	\$ 348,985	\$152,565
Total Loss	\$ 400,326	\$ 978,985	\$ 978,985	\$525,665
Average Loss	\$ 6,255	\$ 14,481	\$ 17,481	\$ 9,557

Workload

Inspections	1,880	1,926	1,926	1,987	1,926
School Safety Program/Students	183/3,353	173/3,246	173/3,246	149/3,330	
Public Events	25	51	51	46	45
Non-Compli/Installed Smoke Alarms	N/A	N/A	N/A	128/161	
Fire Training Hours	5,903	7,969	7,969	10,513	8,000
EMS Training Hours	2,697	2,048	2,048	2,314	2,100
Investigations/Formal	70	100	100	91	

Efficiency

EMS Average Response Time (Seconds)	N/A	N/A	N/A	N/A	90%
Fire Average Response Time (Seconds)*	83%	89%	89%	88%	90%

Effectiveness

Resident Satisfaction Rating	99%	99%	99%	99%	80%
ISO Rating	2	2	2	2	1

* Fire response 380 seconds or less per NFPA standards



FIRE CHIEF

II

4.5

R. O. No. 141 - 19 - 20. By FIRE CHIEF. January 20, 2020.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 01, 2019 and ending December 31, 2019.

	2017	2018	2018	2019	2019
<u>Incident Types</u>	Actual	YTD Figures	Actual	YTD Figures	Goals
Fires	125	94	94	89	< 90
Rescue & Emergency Medical Service	3959	4220	4220	4516	4300
Non Fires	1077	1055	1055	1130	1000
TOTAL	5161	5369	5369	5735	
<u>Station Incident Count per Station</u>					
Station 1	51	1560	1560	1556	
Station 2	1549	1063	1063	1130	
Station 3	987	1417	1417	1422	
Station 4	1309	818	818	1043	
Station 5	814	474	474	543	
Out of City	51	37	37	43	
<u>Fire Loss</u>					
Number of Incidents	64	56	56	55	
Total Property Loss	\$ 273,985.00	\$ 630,000.00	\$ 630,000.00	\$373,100.00	
Total Content Loss	\$ 126,341.00	\$ 348,985.00	\$ 348,985.00	\$152,565.00	
Total Loss	\$ 400,326.00	\$ 978,985.00	\$ 978,985.00	\$525,665.00	
Average Loss	\$ 6,255.00	\$ 14,481.00	\$ 17,481.00	\$9,557.00	
<u>Workload</u>					
Inspections	1880	1926	1926	1987	1926
School Safety Program/Students	183/3353	173/3246	173/3246	149/3330	
Public Events	25	51	51	46	45
Non-Compli/Installed Smoke Alarms	N/A	N/A	N/A	128/161	
Fire Training Hours	5903	7969	7969	10513	8000
EMS Training Hours	2697	2048	2048	2314	2100
Investigations/Formal	70	100	100	91	
<u>Efficiency</u>					
EMS Average Response Time (Seconds)					90%
Fire Average Response Time (Seconds)				88%	90%
<u>Effectiveness</u>					
Resident Satisfaction Rating	1	1	1	1	1
ISO Rating	2	2	2	2	1

Handwritten note: XAPS file appended R.O.

Signature of Fire Chief

FIRE CHIEF

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. February 3, 2020.

Your Committee to whom was referred R. O. No. 142-19-20 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing October 1, 2019 and ending December 31, 2019; recommends filing the amended R. O.

_____ 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

R. O. No. 142 - 19 - 20. (Amended) By CHIEF OF POLICE CHRISTOPHER
DOMAGALSKI.
February 3, 2020.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2019 and ending December 31, 2019.

	2017	Y-T-D	2018	Y-T-D	2019
<u>Patrol and Investgations</u>	<u>Actual</u>	<u>12/31/18</u>	<u>Actual</u>	<u>12/31/19</u>	<u>Goals</u>
Homicide	0	0	0	1	0
Rape	24	21	21	28	20
Robbery	11	11	11	9	15
Aggravated Assault	85	128	128	109	100
Violent Crime Total	120	160	160	147	125
Burglary	91	89	89	79	100
Theft	702	703	703	664	900
Motor Vehicle Theft	32	25	25	18	30
Arson	12	8	8	3	5
Property Crime Total	837	825	825	764	1050
Percent of Offenses Cleared	47%	52%	52%	64%	70%
Value of Property Stolen	\$554,070	\$485,282	\$485,282	\$1,170,450	\$500,000
Value of Property Recovered	\$184,216	\$179,946	\$179,946	\$678,222	\$200,000
Percent of Stolen Recovered	33%	37%	37%	57%	40%
Accident Investigations	1,736	1,677	1,677	1,592	1,500
Traffic Stops	6,157	5,270	5,270	4,937	No Goal
Traffic Arrests	4,669	4,509	4,509	3,924	No Goal
Other Arrests	3,006	3,406	3,406	3,204	No Goal
Speed Trailer Deployments	7	17	17	17	20
HVEE Deployments	6	14	14	31	12
Parking Tickets Issued	10,476	9,032	9,032	7,840	10,000
Bicycles Recovered	139	158	158	168	150
Involuntary Commitments	161	121	121	110	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,008	1,321	1,321	1,326	2,750
Open Records Requests	3,778	4,804	4,804	6,546	4,000
Nixle Messages Sent	263	283	283	239	250
Press Releases	25	41	41	28	50
Tweets	298	236	236	224	350
Facebook likes	8,045	10,042	10,042	12,164	11,500
Reported Crime Maps	103	89	89	85	104
Crime Comparison Reports	44	36	36	25	26

Police Chief

II

4.6

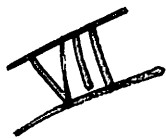
R. O. No. 142 - 19 - 20. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
December, 2019.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2019 and ending December 31, 2019.

	2017 <u>Actual</u>	Y-T-D <u>12/31/18</u>	2018 <u>Actual</u>	Y-T-D <u>12/31/19</u>	2019 <u>Goals</u>
<u>Patrol and Investgations</u>					
Homicide	0	0	0	1	0
Rape	24	21	21	28	20
Robbery	11	11	11	9	15
Aggravated Assault	85	128	128	109	100
Violent Crime Total	120	160	160	147	125
Burglary	91	89	89	79	100
Theft	702	703	703	664	900
Motor Vehicle Theft	32	25	25	18	30
Arson	12	8	8	3	5
Property Crime Total	837	825	825	764	1050
Percent of Offenses Cleared	47%	52%	52%	64%	70%
Value of Property Stolen	\$554,070	\$485,282	\$485,282	\$678,222	\$500,000
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Other Arrests	3,006	3,406	3,406	3,204	No Goal
Speed Trailer Deployments	7	17	17	17	20
HVEE Deployments	6	14	14	31	12
Parking Tickets Issued	10,476	9,032	9,032	7,840	10,000
Bicycles Recovered	139	158	158	168	150
Involuntary Commitments	161	121	121	110	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,008	1,321	1,321	1,326	2,750
Open Records Requests	3,778	4,804	4,804	6,546	4,000
Nixle Messages Sent	263	283	283	239	250
Press Releases	25	41	41	28	50
Tweets	298	236	236	224	350
Facebook likes	8,045	10,042	10,042	12,164	11,500
Reported Crime Maps	103	89	89	85	104
Crime Comparison Reports	44	36	36	25	26

*APS
file amended
R.O.*

Police Chief



R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 3, 2020.

Your Committee to whom was referred pursuant to R. O. No. 144-19-20 by City Clerk submitting various license applications; recommends granting the licenses:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3081	Edler, Michelle R.	1008 Frost Road, Howards Grove
3071	Frank, Amanda J.	1926 S. 16 th Street
3083	Flores, Lindsay A.	1112 S. 11 th Street
4677	Forey, Jamie L.	1529 Erie Avenue
7291	Genson, Adam C.	1054 Weeden Creek Road
3072	Hilbelink, David S.	1530 N. 3 rd Street
3073	Kuhn, Bryce A.	1029 Happy Lane, Sheboygan Falls
3084	Lawrence, Amanda L.	4701 S. 16 th Street
3078	McCranie, Corina A.	1129 Pershing Avenue
3085	Mora Lorenzo, Manuel E.	2126 S. 12 th Street
3069	Norlander, Eli S.	122 Fox Glove Ln, Sheboygan Falls
0108	Ranieri, John M.	2017 N. 6 th Street
7877	Rivas, Andrew S.	1032 Broadway Avenue
3086	Ruiz Otero, Keyshla M.	208 5 th Street, Nederland, Texas
3079	Wood, Dawn M.	2019 N. 7 th Street
3074	Yang, Nkounew	2207A S. 9 th Street
3070	Zalenski, Catherine D.	2017 N. 6 th Street

QUADRICYCLE DRIVER LICENSE APPLICATION (NEW) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3076	Leinen, Heather A.	827 W. 1 st Street, Waldo

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3077	Carranza, Erin E.	N8024 County Road LS
3068	Rollins, Karen D.	1428 Jefferson Avenue
1870	Staudinger, Edward G.	2113 N. 40 th Street

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

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
February 3, 2020.

Your Committee to whom was referred Res. No. 151-19-20 by Alderpersons Donohue and Bohren authorizing entering into an Agreement with Visit Sheboygan STEAM, Inc.; recommends adopting the Resolution.

Consent

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

5.2

Res. No. 151 - 19 - 20. By Alderpersons Donohue and Bohren.
January 20, 2020.

A RESOLUTION authorizing entering into an Agreement with Visit Sheboygan STEAM, Inc.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan and Visit Sheboygan STEAM, Inc. for Fund for Lake Michigan Grant Funds, a copy of which is attached hereto and incorporated herein.

Finances
Personnel
adopt

Theresa Donohue
James A Bohren

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 AND

VISIT SHEBOYGAN STEAM, INC.

FOR FUND FOR LAKE MICHIGAN GRANT FUNDS

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**," and Visit Sheboygan STEAM, Inc. with an office at _____ S. 8th Street, Sheboygan, WI, hereinafter called "**VISIT**".

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Fund for Lake Michigan Grant in 2019 and was awarded funding in January 2020, hereinafter called "**FFLM**"; and

WHEREAS, the **CITY** and **VISIT** have submitted a proposal for funding and support of the STEAM Education Center Project in the amount of \$75,000 to be constructed on the site of the Visit Sheboygan Visitor Center; and

WHEREAS, the **CITY** is the **FFLM** grantee and desires to contract with **VISIT** to undertake the activities supported by **FFLM** funds.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **VISIT** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves development of site plans and engineering assessments, including landscape, designs for the transformation of a new public access easement into a public greenspace, and designs for green infrastructure including asphalt removal, re-grading of land and incorporation of native grasses and vegetation with the creation of a rain garden and micro prairie. The third component is the development of exhibit designs for signage and hands-on outdoor grade manipulative.

ARTICLE II - SERVICES PROVIDED BY VISIT

VISIT shall contract with the necessary firms to carry out the terms of the grant agreement with **FFLM**.

ARTICLE III - COMPENSATION

Upon receipt of evidence agreeable to the **CITY** that **VISIT** is performing the services pursuant to this Agreement, **VISIT** shall receive a payment from the **CITY** based on the payment schedule outlined in the grant including Payment No. 1 of \$50,000 on or around February 15, 2020 and Payment No. 2 of \$25,000 on or around August 15, 2020.

ARTICLE IV - REQUEST FOR PAYMENT

VISIT shall submit a written request for payment to the Department of City Development. The **CITY** shall disburse payment in two lump sum payments based on payment schedule from grantee.

ARTICLE V - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **VISIT** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE VI - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE VII - FINAL PAYMENT ACCEPTANCE

The acceptance by **VISIT** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **VISIT** may have against the **CITY** under the provisions of this Agreement.

ARTICLE VIII - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

VISIT agrees to provide liability protection for its officers, employees and agents while acting within the scope of

their employment. **VISIT** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **VISIT**.

ARTICLE IX - CONFLICT OF INTEREST

VISIT covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE X - DOCUMENTATION FOR REPORTING PURPOSES

VISIT agrees to provide the necessary documentation as required for the City to submit the interim report on July 15, 2020 and the final report by October 15, 2020 to the grantee per the special provisions of the grant agreement.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this ___ day of _____, 2020.

CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Visit Sheboygan STEAM, Inc. of has caused this Agreement to be signed this ____ day of _____, 2020.

VISIT SHEBOYGAN STEAM, INC.

BY: _____

ATTEST: _____

This Agreement is authorized by and in accordance with Res. No. ____-19-20.

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

VISIT SHEBOYGAN STEAM, INC.

FOR FUND FOR LAKE MICHIGAN GRANT FUNDS

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "CITY," and Visit Sheboygan STEAM, Inc. with an office at 826 S. 8th Street, Sheboygan, WI, hereinafter called "VISIT".

WITNESSETH:

WHEREAS, the CITY has applied for, and received, a Fund for Lake Michigan Grant in 2019 and was awarded funding in January 2020, hereinafter called "FFLM"; and

WHEREAS, the CITY and VISIT have submitted a proposal for funding and support of the STEAM Education Center Project in the amount of \$75,000 to be constructed on the site of the Visit Sheboygan Visitor Center; and

WHEREAS, the CITY is the FFLM grantee and desires to contract with VISIT to undertake the activities supported by FFLM funds.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the CITY and VISIT mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves development of site plans and engineering assessments, including landscape, designs for the transformation of a new public access easement into a public greenspace, and designs for green infrastructure including asphalt removal, re-grading of land and incorporation of native grasses and vegetation with the creation of a rain garden and micro prairie. The third component is the development of exhibit designs for signage and hands-on outdoor grade manipulative.

ARTICLE II - SERVICES PROVIDED BY VISIT

VISIT shall contract with the necessary firms to carry out the terms of the grant agreement with FFLM.

ARTICLE III - COMPENSATION

Upon receipt of evidence agreeable to the CITY that VISIT is performing the services pursuant to this Agreement, VISIT shall receive a payment from the CITY based on the payment schedule outlined in the grant including Payment No. 1 of \$50,000 on or around February 15, 2020 and Payment No. 2 of \$25,000 on or around August 15, 2020.

ARTICLE IV - REQUEST FOR PAYMENT

VISIT shall submit a written request for payment to the Department of City Development. The CITY shall disburse payment in two lump sum payments based on payment schedule from grantee.

ARTICLE V - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the CITY shall have access to all the books and records of VISIT pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE VI - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE VII - FINAL PAYMENT ACCEPTANCE

The acceptance by VISIT of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which VISIT may have against the CITY under the provisions of this Agreement.

ARTICLE VIII - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

VISIT agrees to provide liability protection for its officers, employees and agents while acting within the scope of

their employment. VISIT further agrees to hold harmless the CITY, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of VISIT.

ARTICLE IX - CONFLICT OF INTEREST

VISIT covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE X - DOCUMENTATION FOR REPORTING PURPOSES

VISIT agrees to provide the necessary documentation as required for the City to submit the interim report on July 15, 2020 and the final report by October 15, 2020 to the grantee per the special provisions of the grant agreement.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 5th day of February, 2020.

CITY OF SHEBOYGAN

BY:

Michael Vandersteen
Michael Vandersteen, Mayor

ATTEST:

Meredith DeBruin
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Visit Sheboygan STEAM, Inc. of has caused this Agreement to be signed this 6th day of February, 2020.

VISIT SHEBOYGAN STEAM, INC.

BY:

Greg L. Wilson

ATTEST:

Valerie Johnson

This Agreement is authorized by and in accordance with Res. No. 51-19-20.

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
February 3, 2020.

Your Committee to whom was referred Res. No. 152-19-20 by Alderpersons
Donohue and Bohren authorizing the appropriate City officials to execute the
Fund for Lake Michigan Grant Agreement in order to accept \$75,000 grant
funds; recommends adopting the Resolution.

CONSULT

_____ 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

5.3

Res. No. 152 - 19 - 20. By Alderpersons Donohue and Bohren.
January 20, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the Fund for Lake Michigan Grant Agreement in order to accept \$75,000 grant funds.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Fund for Lake Michigan Grant Agreement for Grant 20194715, a copy of which is attached hereto and incorporated herein.

Finance & Personnel adopt.

Therese Nowla
James A. Bohren

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



At the Global Water Center
247 W. Freshwater Way, Suite 537, Milwaukee, WI 53204
414-418-5008 | fundforlakemichigan.org

January 8, 2020

Kathy Cannistra
City of Sheboygan
630 Riverfront Dr. STE 200
Sheboygan, WI 53081

Grant Number: 20194715

Dear Kathy:

It is my pleasure to inform you that the trustees of the Fund for Lake Michigan have approved a grant of \$75,000 to City of Sheboygan to support the STEAM Education Center project.

The Fund for Lake Michigan is a donor-advised fund of the Greater Milwaukee Foundation, Inc. You should receive your initial grant payment directly from the GMF once the attached grant contract is signed and returned to the Fund for Lake Michigan. Please send the contract electronically to casey@fundforlakemichigan.org. Note that the grant agreement includes payment dates, reporting requirements and other important information and conditions of the grant.

We are excited about this project and are honored to support your organization. For all publications and correspondence, please refer to this as a grant from the **Fund for Lake Michigan**. The Fund's name and logo should appear in publications, electronic materials, and on signs for events or projects supported by the grant.

See your grant agreement and the attached guidelines for additional information on publicizing your grant, and please keep us posted on your outreach plans. We are happy to be of assistance as you consider ways to acknowledge the Fund and share news about your grant with others.

Congratulations and best wishes. We look forward to hearing updates on your progress and hope that you will not hesitate to contact the Fund if we can further assist your efforts.

Sincerely,

A handwritten signature in black ink that reads "Vicki Elkin".

Vicki Elkin
Executive Director
Fund for Lake Michigan



A fund within the Greater Milwaukee Foundation
c/o Greater Milwaukee Foundation
101 W. Pleasant St., Milwaukee, WI 53212
phone: (414) 272-5805

Fund for Lake Michigan Grant Agreement for Grant: 20194715

The grant to your organization from the Fund for Lake Michigan (the Fund) at the Greater Milwaukee Foundation (the Foundation) is for the explicit purpose(s) described below and in your grant application to the FFLM and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed, **return one signed copy of this grant contract to the Fund for Lake Michigan via email to casey@fundforlakemichigan.org.**

Grant Information

Grantee name: City of Sheboygan

Amount of grant: \$75,000 Date authorized: 12/19/2019

Grant purpose: STEAM Education Center

Grant period begins: 1/1/2020 Ends: 9/30/2020

Payment schedule: \$50,000 on 2/15/2020 and \$25,000 on 8/15/2020

Reporting schedule: An interim report is due on 7/15/2020 and a final report is due 10/15/2020

Special conditions: _____
if section IIA applies, final payment may not be issued until signage and other requirements have been met

Special Provisions

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

Please read the following carefully:

I. EXPENDITURE OF FUNDS

This grant is to be used only for the purpose described in the grant application and in accordance with the approved budget. The program is subject to modification only with prior written approval from the Fund and the Foundation.

- A. The grantee shall return to the Foundation any unexpended funds:
 - 1. if the Fund or Foundation determines that the grantee has not performed in accordance with this agreement and approved program/budget,
 - 2. if the grantee loses its exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code, or
 - 3. if the grant period has ended.

- B. No funds provided by the Foundation may be used for any political campaign, legislation, candidates, or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study, and research. Grantees may be required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of the Fund for Lake Michigan or the Greater Milwaukee Foundation.

- C. Unless specifically authorized by the Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.

- D. The grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

- E. Private entities receiving funds from the Fund must solicit competitive bids for all contracts and other expenses estimated to be over \$50,000. Public entities receiving funds from the Fund must follow their own procurement laws and policies.

II. SIGNAGE AND PUBLICITY

- A. The grantee will include the Fund's logo and denote the Fund as a supporter of the project on printed materials, event announcements, the grantee's or project's website, and other media.
- B. When applicable, Fund staff will be included in major press announcements involving the project described in the proposal, such as ground-breakings, ribbon cuttings, and award ceremonies.
- C. The grantee is encouraged to acknowledge the Fund's support on social media and to follow the Fund for Lake Michigan on Twitter, Facebook, and LinkedIn.
- D. If applicable, the grantee will install educational signage that is approved by the Fund.
- E. The grantee will periodically share other photos, video clips, news articles, and other outreach materials that show the impact of the Fund's grant. These materials can be sent directly to Fund staff or submitted via the Fund's website via the "Share Your Story" webpage (<http://www.fundforlakemichigan.org/share-your-story/>).
- F. The grantee will, when asked, report on efforts to recognize the Fund for its support.

III. OPERATIONS AND MAINTENANCE

For all on-the ground restoration and infrastructure projects, the grantee **will maintain the project for at least five years**. If the Project fails to perform as anticipated, or if maintaining the Project is not feasible, then the grantee will provide a report to the Fund explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project may make the grantee ineligible for future Fund for Lake Michigan funding, until the grantee corrects the maintenance problems.

IV. REPORTING REQUIREMENTS

Reports will be submitted according to the following schedule:

- An interim report is due on: 7/15/2020
- A final report is due on: 10/15/2020

Reports should be submitted using the Fund for Lake Michigan's online grant system at <https://www.grantinterface.com/lakemi/Common/LogOn.aspx>. Please contact Casey Eggleston at casey@fundforlakemichigan or 608-334-7788 should you have any questions or problems

submitting your reports. Grantees who fail to submit reports may delay or forfeit pending or future grant payments.

For on-the-ground restoration or infrastructure projects, reports should include before and after photos of the project site.

V. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the Fund for Lake Michigan and the Greater Milwaukee Foundation have no obligation to provide other or additional support to the grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to the Foundation of any amounts subject to the violation.

For the Grantee:

Signature of Representative

Print Name and Title

Date



At the Global Water Center
247 W. Freshwater Way, Suite 537, Milwaukee, WI 53204
414-418-5008 | fundforlakemichigan.org

January 8, 2020

Kathy Cannistra
City of Sheboygan
630 Riverfront Dr. STE 200
Sheboygan, WI 53081

Grant Number: 20194715

Dear Kathy:

It is my pleasure to inform you that the trustees of the Fund for Lake Michigan have approved a grant of \$75,000 to City of Sheboygan to support the STEAM Education Center project.

The Fund for Lake Michigan is a donor-advised fund of the Greater Milwaukee Foundation, Inc. You should receive your initial grant payment directly from the GMF once the attached grant contract is signed and returned to the Fund for Lake Michigan. Please send the contract electronically to casey@fundforlakemichigan.org. Note that the grant agreement includes payment dates, reporting requirements and other important information and conditions of the grant.

We are excited about this project and are honored to support your organization. For all publications and correspondence, please refer to this as a grant from the **Fund for Lake Michigan**. The Fund's name and logo should appear in publications, electronic materials, and on signs for events or projects supported by the grant.

See your grant agreement and the attached guidelines for additional information on publicizing your grant, and please keep us posted on your outreach plans. We are happy to be of assistance as you consider ways to acknowledge the Fund and share news about your grant with others.

Congratulations and best wishes. We look forward to hearing updates on your progress and hope that you will not hesitate to contact the Fund if we can further assist your efforts.

Sincerely,

A handwritten signature in black ink that reads "Vicki Elkin". The signature is written in a cursive style.

Vicki Elkin
Executive Director
Fund for Lake Michigan



A fund within the Greater Milwaukee Foundation
c/o Greater Milwaukee Foundation
101 W. Pleasant St., Milwaukee, WI 53212
phone: (414) 272-5805

Fund for Lake Michigan Grant Agreement for Grant: 20194715

The grant to your organization from the Fund for Lake Michigan (the Fund) at the Greater Milwaukee Foundation (the Foundation) is for the explicit purpose(s) described below and in your grant application to the FFLM and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed, return one signed copy of this grant contract to the Fund for Lake Michigan via email to casey@fundforlakemichigan.org.

Grant Information

Grantee name: City of Sheboygan

Amount of grant: \$75,000 Date authorized: 12/19/2019

Grant purpose: STEAM Education Center

Grant period begins: 1/1/2020 Ends: 9/30/2020

Payment schedule: \$50,000 on 2/15/2020 and \$25,000 on 8/15/2020

Reporting schedule: An interim report is due on 7/15/2020 and a final report is due 10/15/2020

Special conditions: _____
if section IIA applies, final payment may not be issued until signage and other requirements have been met

Special Provisions

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

Please read the following carefully:

I. EXPENDITURE OF FUNDS

This grant is to be used only for the purpose described in the grant application and in accordance with the approved budget. The program is subject to modification only with prior written approval from the Fund and the Foundation.

- A. The grantee shall return to the Foundation any unexpended funds:
 - 1. if the Fund or Foundation determines that the grantee has not performed in accordance with this agreement and approved program/budget,
 - 2. if the grantee loses its exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code, or
 - 3. if the grant period has ended.
- B. No funds provided by the Foundation may be used for any political campaign, legislation, candidates, or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study, and research. Grantees may be required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of the Fund for Lake Michigan or the Greater Milwaukee Foundation.
- C. Unless specifically authorized by the Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
- D. The grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.
- E. Private entities receiving funds from the Fund must solicit competitive bids for all contracts and other expenses estimated to be over \$50,000. Public entities receiving funds from the Fund must follow their own procurement laws and policies.

II. SIGNAGE AND PUBLICITY

- A. The grantee will include the Fund's logo and denote the Fund as a supporter of the project on printed materials, event announcements, the grantee's or project's website, and other media.
- B. When applicable, Fund staff will be included in major press announcements involving the project described in the proposal, such as ground-breakings, ribbon cuttings, and award ceremonies.
- C. The grantee is encouraged to acknowledge the Fund's support on social media and to follow the Fund for Lake Michigan on Twitter, Facebook, and LinkedIn.
- D. If applicable, the grantee will install educational signage that is approved by the Fund.
- E. The grantee will periodically share other photos, video clips, news articles, and other outreach materials that show the impact of the Fund's grant. These materials can be sent directly to Fund staff or submitted via the Fund's website via the "Share Your Story" webpage (<http://www.fundforlakemichigan.org/share-your-story/>).
- F. The grantee will, when asked, report on efforts to recognize the Fund for its support.

III. OPERATIONS AND MAINTENANCE

For all on-the ground restoration and infrastructure projects, the grantee will maintain the project for at least five years. If the Project fails to perform as anticipated, or if maintaining the Project is not feasible, then the grantee will provide a report to the Fund explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project may make the grantee ineligible for future Fund for Lake Michigan funding, until the grantee corrects the maintenance problems.

IV. REPORTING REQUIREMENTS

Reports will be submitted according to the following schedule:

- An interim report is due on: 7/15/2020
- A final report is due on: 10/15/2020

Reports should be submitted using the Fund for Lake Michigan's online grant system at <https://www.grantinterface.com/lakemii/Common/LogOn.aspx>. Please contact Casey Eggleston at casey@fundforlakemichigan or 608-334-7788 should you have any questions or problems

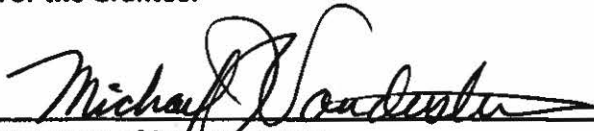
submitting your reports. Grantees who fail to submit reports may delay or forfeit pending or future grant payments.

For on-the-ground restoration or infrastructure projects, reports should include before and after photos of the project site.

V. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the Fund for Lake Michigan and the Greater Milwaukee Foundation have no obligation to provide other or additional support to the grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to the Foundation of any amounts subject to the violation.

For the Grantee:



Signature of Representative

MICHAEL J. VANDERSTEEN

Print Name and Title

2-5-2020

Date

VIII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 3, 2020.

Your Committee to whom was referred Res. No. 153-19-20 by Alderpersons Sorenson and Mitchell authorizing the City of Sheboygan and Village of Kohler Municipal Court to enter into a Master Service Agreement with Language Line Services, Inc. regarding interpreter services; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

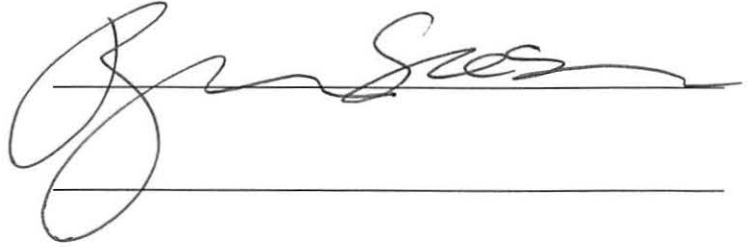
~~III~~

5.4

Res. No. 153 - 19 - 20. By Alderpersons Sorenson and Mitchell.
January 20, 2020.

A RESOLUTION authorizing the City of Sheboygan and Village of Kohler Municipal Court to enter into a Master Service Agreement with Language Line Services, Inc. regarding interpreter services.

RESOLVED: That the Municipal Court Judge is hereby authorized to enter into the Master Service Agreement and Statement of Work, copies of which are attached hereto.



copy
adopt.

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

Master Service Agreement

Master Service Agreement with the City of Sheboygan and Village of Kohler Municipal Court

Enter correct full legal name of Customer: City of Sheboygan and Village of Kohler Municipal Court

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you") (together, the "Parties" and each a "Party"), agree that the terms and conditions below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by Company (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Services Statements of Work, each of which is made a part of this Agreement. This Agreement and each of the Services you choose to receive from the Company will become effective upon the signing by you of this Agreement and the relevant Statement(s) of Work and will continue in effect until terminated under Section 11 ("Termination"). If you continue to request and receive Services after this Agreement has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.
- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of the invoice issue date or right to dispute will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of Company) or (iii) as otherwise mutually agreed upon. Invoices will be sent to Customer's billing address shown in **Schedule A** hereto, or to such other address as Customer may specify by giving written notice to Company to CustomerCare@languageline.com. If Customer will not be paying for any specific affiliates, those affiliate(s) must be identified on **Schedule A** and must enter into a separate Master Service Agreement with the Company. If Customer wants the Company to identify any such excluded affiliate(s) by a specific name in documentation, please provide a list of the affiliate(s) by name to the Company sales representative assigned to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will not (i) resell the Services to any third parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering products and services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** Both parties understand that the Customer is a municipal entity and subject to all applicable laws regarding public entities, including the Wisconsin Public Records Law. Nothing in this section or in this Agreement shall be interpreted as prohibiting the Customer from complying with its obligations under the Wisconsin Public Records Law (or any other applicable law). With that said, the parties recognize that, in the course of performance of this Agreement, it may be necessary and desirable for them to exchange confidential information ("Confidential Information"). Such information shall be clearly identified as "Confidential Information." To the extent permitted by law, each party shall treat the other party's Confidential Information as confidential, provided that—in the case of written material—the material is (1) marked as confidential or proprietary at the time of disclosure and (2) not otherwise publicly or otherwise known or available from a lawful source. In the case of non-written material, each party shall treat the other party's Confidential Information as confidential as long as it is (1) made clear that the information is confidential and (2) not otherwise publicly or otherwise known or available from a lawful source. Each party represents and warrants that it will only use Confidential Information from the other party for the performance of this Agreement. Customer shall only disclose Company's Confidential Information in response to a Public Records Request, discovery request, or similar process (a "Request") after following the process in this Section. In the event Customer receives Confidential Information from the Company, and Customer receives a Request for any or all of the Confidential Information received, the Customer shall email the Company at customercare@languageline.com with a copy to contractadministrator@languageline.com. Company acknowledges and recognizes that under Wisconsin Public Records Law, Customer is to respond to a Public Records Request within ten days of receipt. Company may provide guidance to Customer regarding whether requested information is Confidential Information. Any such guidance shall be provided to Customer within five (5) business days of receipt of notice of the Request. Receipt of notice shall be deemed to occur upon receipt of the email. If no guidance is provided to Customer, Company shall be deemed to have waived any assertion that records in question are Confidential Information under this Agreement. In the event Customer follows Company's guidance, and Customer is subject to any legal challenge regarding Customer's assertion of

Master Service Agreement

Company's guidance, Company shall indemnify, defend, and hold the Customer harmless from any and all resulting claims and damage, which is not subject to the limitations in Section 7. Company shall only disclose Customer's Confidential Information in response to a discovery request or similar process after following the process in this Section. In the event Company receives Confidential Information from the Customer, and Company receives a discovery request or similar process for any or all of the Confidential Information received, the Company shall email the Customer at caroline.fortin@sheboyganwi.gov with a copy to megan.marver@sheboyganwi.gov. Customer may provide guidance to Company regarding whether requested information is Confidential Information and whether a statute or other provision may govern or limit its release. Nothing in this Section shall prevent either party from—at that party's sole cost—taking any other step permitted by law, such as asserting an objection, challenging the validity of a request, or seeking a protective order in a court of competent jurisdiction, to protect its Confidential Information. The parties recognize that any step permitted by law must take place within the deadlines required by any applicable statute, rule, or regulations. This Agreement cannot and does not extend the timeline for such action.

5. **COMPANY PERSONNEL.** Customer understands and acknowledges that in providing the Services, the Company's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are in and outside of the United States (collectively, "Company Personnel"). All Company Personnel are subject to the Company's stringent quality control standards and certification criteria and Company is solely responsible for ensuring that the terms and conditions of this Agreement are met. Customer hereby consents to the use of all Company Personnel by the Company.
6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
8. **INDEMNIFICATION.** The Parties each agree to defend, hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one Party resulting in damages to the other Party. Company will not be liable for intellectual property infringement arising merely from the Company's interpretation or translation of Customer communications or documents, respectively. The Company maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Company may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party.
10. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into an existing Company customer or acquires an existing Company customer, the terms and conditions of this Agreement, including pricing as set out in the

Master Service Agreement

applicable Services Statements of Work, shall remain unaffected unless the Parties otherwise agree in a written amendment to this Agreement.

- 11. TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from the Company within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
- 12. ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by Wisconsin law relating to contracts made in the State of Wisconsin and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to Company at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to customercare@languageline.com with a copy to contractadministrationteam@languageline.com, and (b) to Customer at the address or e-mail shown on Schedule A for the Operations Contact, or the most current address provided by Customer to Company. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day. (j) **COMPLIANCE.** Language Line Services, Inc., is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- 13. ENTIRE AGREEMENT.** This Agreement, including all Schedules and Services Statements of Work, constitute the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.
- 14. AUTHORIZATION.** The person signing this Agreement on behalf of Customer certifies that such person has read, understood, and acknowledged all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile

Master Service Agreement

or e-mail or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

Enter Customer Full Legal Name	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date: 1/13/2020
Signature:	Signature: <small>DocuSigned by:</small> Bonaventura A. Cavaliere <small>80C1D15C317243C</small>
Print Name:	Bonaventura A. Cavaliere
Title:	CFO

Master Service Agreement

Schedule A

Enter correct full legal name of Customer:

CUSTOMER CONTACT INFORMATION

Operations Contact	Billing Contact <input type="checkbox"/> Same as Operations Contact
Name:	Name:
Title:	Title:
Telephone:	Telephone:
Fax:	Fax:
E-mail:	E-mail:
Address:	Address:
City, State, Zip:	City, State, Zip:

Tax Exempt Status

No Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

Excluded Affiliates - Please identify affiliates, whose use of the Services will NOT be paid by you. Please identify any additional affiliates in a separate page(s) and attach to this document.

1ST AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

2ND AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

3RD AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:



Statement of Work

LanguageLine® PhoneSM and InSight® Video Interpreting

Enter correct full legal name of Customer: City of Sheboygan and Village of Kohler Municipal Court	Customer number if applicable: 22028
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This Statement of Work is subject to the Master Service Agreement between you, the Customer ("Customer" or "you") and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from you, the Customer. Pricing is only final upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be made on next full monthly billing cycle.

The following apply to **both** LanguageLine® PhoneSM Interpreting and LanguageLine InSight® Video Interpreting (InSight®):

1. **PRICE PER MINUTE.** Price per minute is based on the language requested. Price per minute does not include international call fees.
2. **PAPER INVOICE CHARGE.** Electronic invoices are provided free of charge. If paper invoices are preferred, fees apply. . \$1.75
3. **FINANCE CHARGE.** Finance charges are applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.
4. **OPTIONAL CUSTOMIZED REPORT CONFIGURATION**
 - Report setup (per hour) WAIVED
 - Report maintenance (monthly) WAIVED
5. **OPTIONAL TRAINING ASSISTANCE AND MATERIALS**
 - Customized reference and support materials development (per hour) WAIVED
 - Training/awareness assistance (on site per day/per trainer) WAIVED

LanguageLine® PhoneSM Interpreting

The following fees apply solely to LanguageLine® PhoneSM Interpreting.

1. **ENROLLMENT AND SETUP PACKAGES**
 - One time setup charge per Customer WAIVED
 - Fee for each subsequent Client Identification Number with corresponding statement WAIVED
2. **CLIENT IDENTIFICATION NUMBER.** Monthly minimum charge per Client Identification Number WAIVED
3. **PLATFORM ACCESS CHARGE.** Platform access per call WAIVED
4. **LONG DISTANCE DIAL OUT.** Long distance dial out charge applied per dial out (in addition to per minute charges) . WAIVED
5. **FCC SURCHARGE AND FEES.** Fees that LanguageLine has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
6. **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME**
 - Applied per appointment \$100.00
 - Cancellation per appointment will be charge \$200 for any missed appointment \$200.00

Per Minute Usage Fees for LanguageLine Phone Interpreting and InSight® Audio Interpreting

Tiers	Languages	Per Minute Charge
1	Spanish	\$0.72
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, and Vietnamese	\$0.72
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, and Portuguese	\$0.72
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.72

{CONTINUED ON NEXT PAGE}

Statement of Work

LanguageLine® PhoneSM and InSight® Video Interpreting

InSight® Video Interpreting

The following fees apply solely to LanguageLine InSight® Video Interpreting.

Per Minute Usage Fees for LanguageLine InSight® Video Interpreting

Tiers	Languages	Per Minute Charge
1	American Sign Language	\$2.50
2	Spanish	\$1.85
3	All other languages	\$1.95

- ACTIVATION.** Please check the appropriate box below to indicate your choice for monthly service fees or a one-time activation fee.
 - Monthly Service Fees (applied monthly per Client Identification Number based on the total number of activated devices):
 - Up to 10 Activated Devices \$30.00/month WAIVED
 - Up to 100 Activated Devices \$75.00/month WAIVED
 - 101+ Activated Devices \$200.00/month WAIVED
 - OR
 - One-time Activation Fee for Unlimited Device Activations (applied per Customer) \$2,500.00/one-time fee WAIVED
- EQUIPMENT.** Equipment Purchase (Customer-Owned) and Lease (LanguageLine-Owned) options are available for the equipment identified below for use with the InSight® service (collectively, the "Equipment"). All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
 - Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.
 - Customer-Owned: Purchased by the Customer from LanguageLine.
 - LanguageLine-Owned: Leased by the Customer from LanguageLine.
- EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine:
 - iPad and Interpreter on Wheels® Stand \$75.00/month
 - iPad and Table Top Stand \$45.00/month

EQUIPMENT PURCHASES. The following Equipment is available for purchase from LanguageLine. Standard rates at the time of purchase will apply. Upon depletion of current equipment models and release of new equipment models, updated pricing (if applicable) will automatically apply. Details will be available from your Account Executive.

- 32GB 6th Generation iPad (9.7-inch, Wi-Fi Only) with Screen Protector (Models: MR7G2LL/A or MRJN2LL/A) .. \$425.00
- 64GB iPad Pro (12.9-inch, Wi-Fi Only) with Screen Protector (Model: MTEM2LL/A) \$1,250.00
- 9.7-inch Screen Protector (Model: SP-AGF-APL-IDP9-2) \$15.00
- 12.9-inch Screen Protector (Model: ID70WS-F00) \$40.00
- Interpreter on Wheels® Stand with LanguageLine TrueSound™ (Models: 185-00899 or 185-00957) \$995.00
- Table Top Stand w/ Enclosure (Models: 303W75/185-00671, 303W299PSENW-KIT, or 303W290SENW-KIT) \$225.00
- Table Top Stand without Enclosure (Models: 303W or 303W75) \$100.00
- TrueSound™ Audio Amplification Enclosure (Models: 185-00597, 185-00670, or 185-00671) \$195.00
- 12.9-inch iPad Enclosure (Model: 290SENW-KIT or 299PSENW-KIT) \$125.00

Additional Terms and Conditions for InSight® Video Interpreting

- TERMS REGARDING SOFTWARE APPLICATION.** The InSight® video interpretation Services (the "Services") are provided by LanguageLine through a proprietary desktop and/or tablet application owned by LanguageLine (the "App"). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Section 8 below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Section 9 below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer

Statement of Work

LanguageLine® PhoneSM and InSight® Video Interpreting

it or make any changes to it; and (b) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.

2. **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound™, NotePad™, InSight®, and Interpreter on Wheels® trademarks (collectively, the "Trademarks"), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer's use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the "LanguageLine Properties"). Customer expressly agrees that it shall not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine's rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.
3. **ENCRYPTION.** LanguageLine acknowledges that encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement ("BAA") with respect to the Services. LanguageLine does not record the video call and therefore has no record of the call content. With respect to the App's electronic NotePad™ function, written information relayed during the call is also encrypted. As with the live video, no recording is made of information written on the NotePad™ and therefore this information cannot be retrieved after the call's completion.
4. **TRANSMISSION RELEASE.** Customer acknowledges that the use of the Services requires that the user's voice, likeness and/or image as well as the user's personally identifiable information is or will be transmitted over the Internet. Customer hereby authorizes LanguageLine to transmit each user's voice, likeness, image and/or personally identifiable information over the Internet solely for the purpose of the Services, and Customer agrees to obtain such privacy consents, releases and approvals as may be required to obtain authorization from each user to transmit all of the foregoing for purposes of the Services. Customer shall indemnify and hold harmless LanguageLine and its affiliates and their respective employees from all costs, fees, expenses, and damages of any nature whatsoever related to any claims relating to the unauthorized use by Customer of the image, likeness, voice and/or personally identifiable information of any Customer employee, agent, contractor, patient, customer, client or other user of the Services under Customer's control. This Paragraph shall survive the expiration of this Agreement.
5. **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
6. **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.
7. **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.
8. **PURCHASED EQUIPMENT ADDITIONAL TERMS:** Customer agrees that (a) the TrueSound® patented technology will not be used with any non-LanguageLine equipment, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and applications).
9. **LEASED EQUIPMENT ADDITIONAL TERMS:** LanguageLine agrees to supply the iPads, Interpreter on Wheels® stands and any other Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly lease fee. The parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The parties agree that the Equipment will be used for the sole and exclusive purpose of the Services and may not be configured and/or altered for any other purpose without express prior written consent from LanguageLine, including using the Equipment or the Services with any equipment, app, software or services provided (through purchase, lease or otherwise) by a language services provider other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine's MDM (Mobile Device Management) system. Customer agrees that Equipment will be kept only at the

Statement of Work

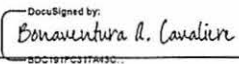
LanguageLine® PhoneSM and InSight® Video Interpreting

Customer address(es) listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours' notice to Customer, LanguageLine, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, all without written approval from LanguageLine, or (ii) Equipment has been used by a person or entity other than the Customer or other permitted users. LanguageLine disclaims any and all other warranties, including all implied and express warranties of every kind and nature. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment and acknowledges that LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder. Customer waives any and all legal claims for damages in connection with the Equipment.

Please confirm your tax exempt status by checking one of the boxes below, and providing the necessary supporting documentation.

Tax Exempt Status	
<input type="checkbox"/> No	<input type="checkbox"/> Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

The person signing this Agreement certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

Customer	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date: 1/13/2020
Signature:	Signature:  <small>DocuSigned by: Bonaventura A. Cavaliere BDC191FC317A43C...</small>
Print Name:	Bonaventura A. Cavaliere
Title:	CFO



R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. February 3, 2020.

Your Committee to whom was referred Res. No. 154-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to execute a Statement of Willingness to Assume Financial Responsibility with regard to part of a line of railroad proposed for abandonment by Union Pacific Railroad; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor


III


Res. No. 154 - 19 - 20. By Alderpersons Wolf and Sorenson.
January 20, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a Statement of Willingness to Assume Financial Responsibility with regard to part of a line of railroad proposed for abandonment by Union Pacific Railroad.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Statement of Willingness to Assume Financial Responsibility, a copy of which is attached hereto.

Public Works
adopt





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

BEFORE THE
SURFACE TRANSPORTATION BOARD

AB-33(SUB-NO. 321X)

WISCONSIN CENTRAL LTD -- ABANDONMENT EXEMPTION --
IN (SHEBOYGAN), SHEBOYGAN COUNTY, WISCONSIN

**STATEMENT OF WILLINGNESS TO ASSUME FINANCIAL RESPONSIBILITY BY
(Trail User) WISCONSIN
PURSUANT TO 49 CFR 1152.29**

In order to establish interim trail use and rail banking under 16 U.S.C. 1247(d) and 49 CFR 1152.29, the City of Sheboygan is willing to assume full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any and all taxes that may be levied or assessed against the right-of-way owned by the Union Pacific and operated by Union Pacific. The property, known as Sheboygan Old Main Line, extends from railroad milepost 148.2, near Union Avenue, to railroad milepost 149.5, near Pennsylvania Avenue, a distance of 1.3 miles in the City of Sheboygan and the County of Sheboygan, Wisconsin. The right-of-way is part of a line of railroad proposed for abandonment in Docket No. STB AB-33 (Sub-No. 321X).

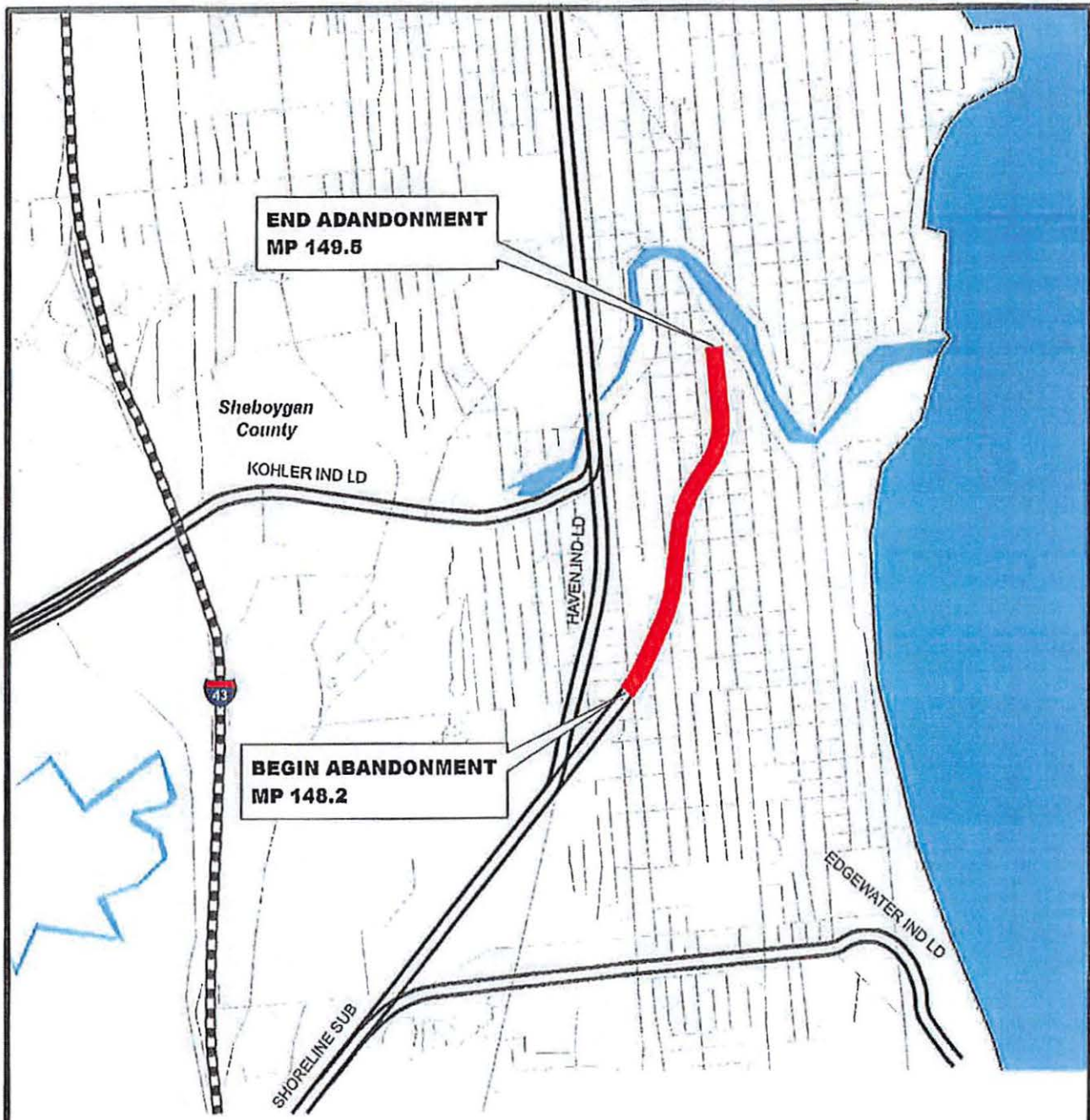
A map depicting the property depicting the right-of-way is attached as **Exhibit 1**.

The City of Sheboygan acknowledges that use of the right-of-way is subject to the user's continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service. A copy of this statement is being served on the railroad, Union Pacific, on the same date it is being served on the Board.

(Name of Trail User/Organization)

Date

By:



Legend

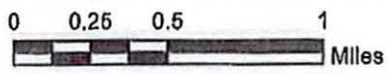
-  ABANDONMENT
-  OTHER TRACKS
-  PRINCIPAL HIGHWAYS
-  OTHER ROADS

SHEBOYGAN OLD MAIN LINE

MP 148.2 TO MP 149.5
TOTAL OF 1.3 MILES
IN SHEBOYGAN COUNTY, WISCONSIN

**UNION PACIFIC RAILROAD CO.
SHEBOYGAN OLD MAIN LINE
WISCONSIN**

INCLUDING 50+ YEAR OLD STRUCTURES



BEFORE THE
SURFACE TRANSPORTATION BOARD

AB-33(SUB-NO. 321X)

WISCONSIN CENTRAL LTD -- ABANDONMENT EXEMPTION --
IN (SHEBOYGAN), SHEBOYGAN COUNTY, WISCONSIN

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CITY OF SHEBOYGAN

(Name of Trail User/Organization)

2-4-2020

Date

By:

Michael J. Vandersteen
Michael J. Vandersteen, Mayor

ATTEST:

Meredith DeBruin
Meredith DeBruin, City Clerk

II

R. O. No. _____ - 19 - 20. By CITY CLERK. February 3, 2020.

Submitting an application from Robert Werner, Werner Homes, for a change in zoning classification of property located off of South Business Drive and Moening Road as part of the proposed land development for the Stonebrook Crossing Addition No. 1 subdivision.

CITY CLERK

City Plan



January 14, 2020

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Mayor Vandersteen, Common Council and City Plan Commission,

SUBJECT: Application for Amendment of Zoning Map

As part of the proposed land development for the Stonebrook Crossing Addition No. 1 subdivision, we respectfully make application and petition the Common Council to amend the zoning map.

These parcels are currently in three zoning districts: SR-5 Suburban Residential, MR-8 Mixed Residential and NC Neighborhood Commercial. The proposed zoning change is to maintain the same three zoning districts, but to modify the boundaries to align with the proposed land development. While designing the development, we felt the best use for the land was to increase the amount of residential land while decreasing the amount of commercial land:

Zoning	Current*	Proposed*	Change*
Residential	58 Acres	66 Acres	+ 8 Acres
SR-5	52 Acres	44 Acres	- 7.5 Acres
MR-8	6 Acres	22 Acres	+ 15.5 Acres
Commercial	10 Acres	2 Acres	- 8 Acres
Overall Parcel	68 Acres	68 Acres	+/- 0.0 Acres

** Acreage is approximated*

The proposed land development is for 135 lots with one NC Lot that is located between two existing commercial parcels with access from South Business Drive/County Highway OK and 134 Residential lots with up to 39 Twin House lots (two single family residences that are attached with MR-8 zoning) and 95 Single Family Detached Dwelling lots (with SR-5 zoning). These residential lots will be adjacent to existing residential subdivisions with Fox Meadows to the North and Rammer Ponds to the South and will create a contiguous residential neighborhood with similar densities. Additionally, there is a planned neighborhood park within the development. These parcels were designated for a combination of Single Family Residential and Community Mixed Use in the 2012 Comprehensive Plan Future Land Use Map and the planned development keeps with this usage.

We appreciate the City's consideration of this amendment to the zoning map to allow for the planned development.

Sincerely,

Robert J. Werner

President – Werner Homes

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

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP
(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: Werner Homes PHONE NO.: (920) 458-4104
ADDRESS: 4539 S. Taylor Drive E-MAIL: bwerner@wernerhomes.com
OWNER OF SITE: Lee Realty of Sheboygan, Inc

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Refer to Legal Description
LEGAL DESCRIPTION: See Attached
PARCEL NO. 59281471031, 59281471051 MAP NO. _____
EXISTING ZONING DISTRICT CLASSIFICATION: NC, MR-8, SR-5
PROPOSED ZONING DISTRICT CLASSIFICATION: NC, MR-8, SR-5
BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: Agricultural
BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: Residential;
Commercial

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and

the Federal Emergency Management Agency? This proposed rezoning aligns with the 2011 Comprehensive Master Plan to have Residential and Community Mixed Use on these parcels. In planning and designing the best use and development for these parcels, it is desired to have a larger portion of the parcels to be used for residential due to demand and a smaller portion of the parcels to be used for commercial. This request is to have the same zoning classes on these parcels with revised boundaries. This is not in a flood plain and wetland areas are remaining untouched with the addition of retention ponds to enhance stormwater management.

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

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

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

- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: This proposed rezoning aligns with the 2011 Comprehensive Master Plan to have Residential and Community Mixed Use on these parcels. In planning and designing the best use and development for these parcels, it is desired to have a larger portion of the parcels to be used for residential due to residential demand and a smaller portion of the parcels to be used for commercial. This request is to have the same zoning classes on these parcels with revised boundaries.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? The adjacent parcels are residential to the North and South, along with commercial along the West. This proposed rezoning will maintain continuity with the adjacent parcels for both residential/commercial usage and density.

Indicate reasons why the applicant believes the proposed map amendment is in

harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

This proposed rezoning aligns with the 2011 Comprehensive Master Plan to have Residential and Community Mixed Use on these parcels.

4. CERTIFICATE

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



APPLICANT'S SIGNATURE

1/13/2020

DATE

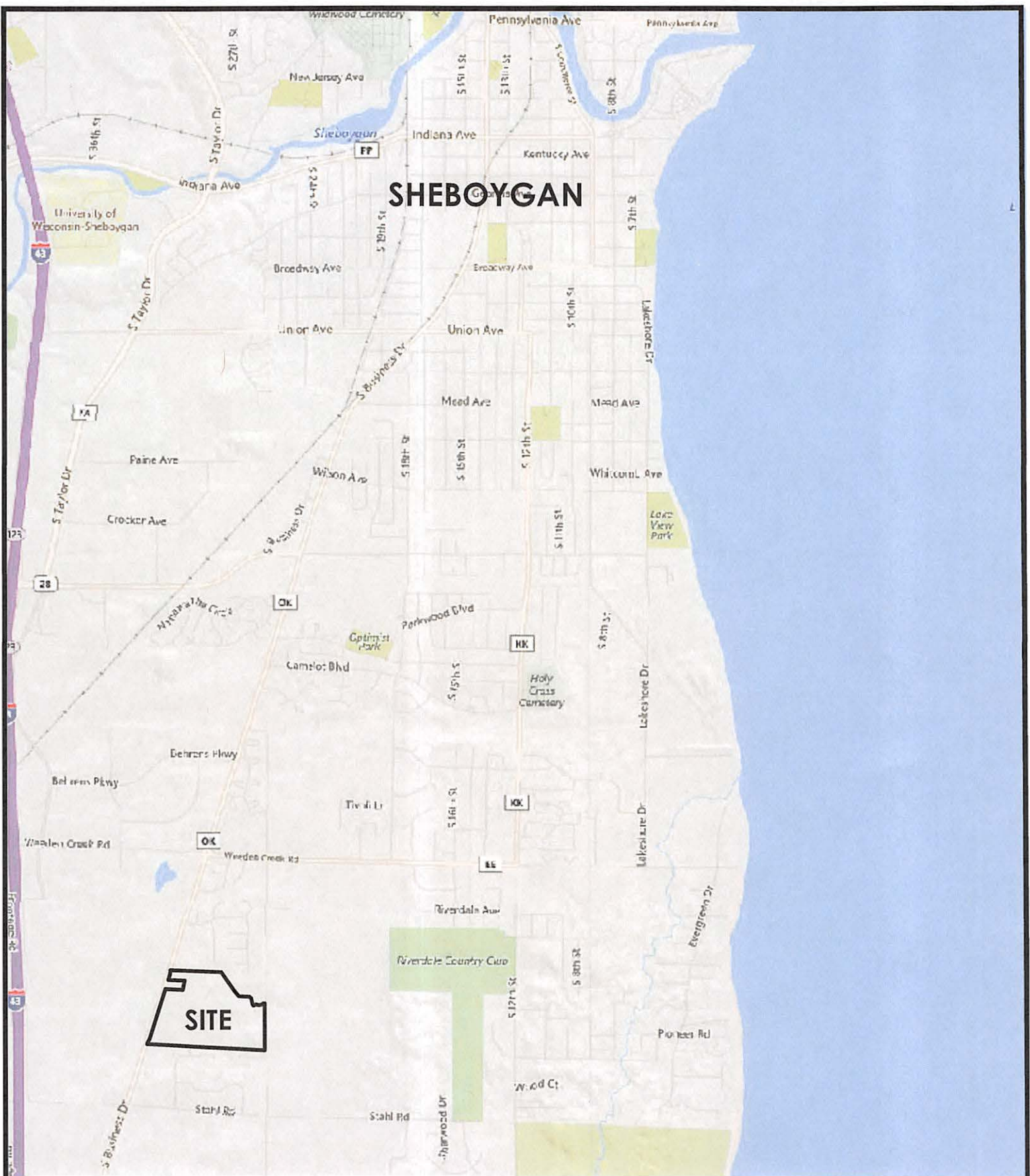
Robert J. Werner - President

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

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



January 13, 2020

Location Map

Sheboygan, WI



SCALE: 1" = 2,640'

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CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 200121

License No: 0000

Date: 01/28/2020

Received By: MMD

Received From: WERNER HOMES

Memo: APPLICATION FOR REZONE STONEBROOK CROSSING

Method of Payment: \$200.00 Check No. 28427

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

III

Res. No. _____ - 19 - 20. By Alderperson Ackley. February 3, 2020.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for installation of new water main and/or laterals in Geele Avenue from Calumet Drive to N. 23rd Street.

RESOLVED: That the existing lead and/or galvanized iron water lateral(s) from the main to the curb stop be replaced with copper or plastic of appropriate size in Geele Avenue from Calumet Drive to N. 23rd Street, that said project is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under § 66.0703, Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan intends to exercise its municipal police powers under § 66.0703, Stats., for the municipal purpose stated above.

BE IT FURTHER RESOLVED: That the Water Utility is hereby authorized and directed to prepare a report in accordance with § 66.0703(4) and § 66.0703(5), Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police power
- e. A statement that the property against which the assessments are proposed are benefitted.

BE IT FURTHER RESOLVED: That the expenses so incurred in excess of \$100.00 may be paid in five (5) annual installments—or ten (10) annual installments if the expense exceeds \$5,000.00 for a single parcel of property—under § 66.0703, Stats., with interest thereon at seven percent (7%) commencing the first of the month following the completion of thirty (30) days after publication of the installment assessment notice.

Day over

BE IT FURTHER RESOLVED: That the Water Utility prepare the schedule of the proposed assessments governing such intended project under the provisions of Section 122-98 of the Municipal Code; and, after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren.
February 3, 2020.

A RESOLUTION authorizing the Director of IT to enter into a Managed Print Services Agreement with MBM.

RESOLVED: That the Director of IT is hereby authorized to enter into the Managed Print Services Agreement, a copy of which is attached hereto.

*Finances
Personnel*

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

1/16/20
Cost/Term



A Xerox Company

MBM Managed Print Service Proposal

City of Sheboygan

Presented by: Scott Janssen



A Xerox Company

www.mbm360.com ■ 1.800.236.5600



MBM Managed Print Service Proposal

Prepared for: Scott Janssen

36 Month MPS Agreement

Base Payment per Month \$691.50

Summary of Prints Included and Additional Image's Costs

Networked Device Black Prints Included per Month In Base Payment:	42,000
Black Print's Cost per Print:	\$0.0120
Networked Device Color prints included per Month In Base Payment:	1,500
Color Print's Cost per Print:	\$0.1250

Devices Included in Proposal

Networked printers:	59 Units
Black flat rate printers:	None
Color flat rate printers:	None
Thermal Label flat rate printers:	None

MBM Service Level Agreement

Service: MBM shall provide all service necessary to keep client's fleet of Covered Equipment in good working order in accordance with our Managed Print Services Agreement.

Supplies: As part of the service provided, MBM will provide all toner and other consumables (drums, waste toner cartridges, maintenance kits) required to keep the covered equipment operational. This agreement does not include paper or staples. Toner supplied through this agreement is for the exclusive use of the covered equipment included under the MBM agreement.

4 Hour Response Time: MBM commits to an average service response of 4 hours or less on a quarterly basis across the entire covered fleet. Response time shall be calculated from the time the customer call is placed with our Customer Care Center until the time the technician arrives on-site. Response times are calculated between 8 a.m. and 5 p.m. local time, Monday through Friday, excluding holidays.

Parts Availability: MBM technicians will have parts on hand to complete no less than 9 out of 10 service calls while on site. Each MBM technician averages over \$8000.00 in car stock parts.

Device Replacement Policy: For devices covered under an agreement, MBM will guarantee performance of the equipment for seven years from the manufacturer's introduction date. In the event that a device is not serviceable, MBM will provide a loaner device, with similar features and capabilities, for the remainder of our MPS Agreement. Our policy is summed up best by "if we can't fix it, we will replace it with a free loaner."

Uptime Performance: MBM commits to a minimum average of 99% device uptime based on a 40 hour week; 52 weeks a year on MBM covered equipment.

Automated Meter Collection: MBM will provide its 360App software to electronically collect meter and supply information for all networked devices.

Confidential Proposal Valid Until: January 31, 2020



A Xerox Company

MANAGED PRINT SERVICES AGREEMENT
MBM - A Xerox Company
620 N Lynndale Drive, Appleton, WI 54914
Phone: 1-800-236-5600

Customer Name: City of Sheboygan
Address: 828 Center Ave
City/State/Zip Sheboygan, WI

Base Payment:

Customer shall pay a base payment per Month of: \$691.50

Devices included:

The Agreement includes coverage of the devices on this Agreement's Equipment List and any Equipment added as allowed herein.

Networked Device Black A4 images included:

The first 42000 black prints per Month

Charge for Black A4 Images:

Networked Device Black images in excess of 42000 per Month shall be charged at the rate of: \$0.012 per print

Networked Device Color A4 images included:

The first 1500 color prints per Month

Charge for Color A4 Images:

Networked Device Color images in excess of 1500 per Month shall be charged at the rate of: \$0.125 per print

Flat Rate Printers Included:

Black Devices: None Color Devices: None Thermal Label Devices: None

Term of Agreement:

The term of this Agreement shall be 36 months from Our acceptance of this Agreement.

*The per image rates, including the images covered by the base payment, of this Agreement are fixed for the initial Term of

CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH CONSISTS OF 2 PAGES, INCLUDING THIS FACE PAGE. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.

CUSTOMER: (As Stated Above)

COMPANY: Merizon Group, Inc. (d/b/a MBM)

Signature:
Print Name:
Title:
Date:

Signature:
Print Name:
Title:
Date:
Effective Date:(Office Use Only)

MANAGED PRINT SERVICES AGREEMENT TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Agreement the words "We," "Our," "Us" and "Company" refer to MBM. The words "You" and "Your" refer to the Customer indicated on the face page of this agreement. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the Equipment List of this Agreement. ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications); (ii) use of options, accessories or products not provided by Company; (iii) non-Company alterations, relocation, service or supplies; (iv) loss or damage resulting from accidents, fire, water, or theft; (v) non-Company installation of operating systems, print drivers, and software or hardware; (b) maintenance requested outside Company's normal business hours, (c) relocation, (d) hard drive replacement, (e) MICR toner, (f) parts, supplies, and labor for all ink-jet A4 and A3 devices, (g) print heads for wide format and thermal label printers. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the manufacturer's stated yields and do not include staples, paper or labels. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, replacement devices provided by Company, unused or surplus supplies at any time including the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if We otherwise request, You will provide Us with accurate meter readings for each item of Equipment when and by such means as We request. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually processing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via UPS Ground or ground carrier selected by MBM. Special processing fees may be billed to the customer for any shipping method other than those described above. Additional fees may be charged for Services provided outside Company's normal business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved by Us, the Agreement will be amended by Us to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay Company the Base Payment, if applicable, and all other sums when due and payable. Any Base Payment will be billed in advance. In addition, You agree to pay any applicable excess image rate for each Print/Copy which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. Each Flat Rate device covered by this Agreement, excluding thermal label printers, includes no more than \$15.00 in images for black devices and \$65.00 in images for color devices per month. For Flat Rate image calculations we will use the applicable networked device image rates on the face of this Agreement. Any Flat Rate and Networked device image allowances are independent of each other. A Print/Copy is defined as standard 8.5"x11" copy. Scans, in excess of prints/copies, may be subject to Overage Rates. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 30 days of its due date, a 1% per month (12% per year) late payment fee will be assessed on any unpaid balance. Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, the Company may increase rates on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss of profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

6. **DEFAULT; REMEDIES.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of this Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

7. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

8. **NOTICES:** All notices required or permitted under this Agreement shall be by mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from You shall be effective after it has been received via registered U.S. Mail.

9. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

10. **ELECTRONIC EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

11. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of Wisconsin (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that We are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Our control. (g) Company has the right to modify/correct any clerical errors.

Customer Initials _____



A Xerox Company

MANAGED PRINT SERVICES AGREEMENT
 MBM - A Xerox Company
 620 N Lynndale Drive, Appleton, WI 54914
 Phone: 1-800-236-5600

City of Sheboygan
 Managed Print Services Agreement Equipment List

Street Address	Location	IP Address	Manufacturer	Model	Serial #	Tag Number	Networked, Flat Rate or First Covered	Owner
Mead Public Library	2nd Floor Patron Use	172.28.89.5	Xerox	CA05	4HX817913	66679		Leased
Mead Public Library	2nd Floor Patron Use	172.28.89.5	Xerox	CA05	4HX817913	66679	Networked	Leased
Mead Public Library	1st Flr	172.28.7.39	Xerox	WC 6605DN	XL3613312	51447	Networked	Leased
Mead Public Library	1st Flr	172.28.7.39	Xerox	WC 6605DN	XL3613312	51447	Networked	Leased
Mead Public Library	2nd Flr	172.28.7.40	Xerox	WC 6605DN	XL3622578	51441	Networked	Leased
Mead Public Library	2nd Flr	172.28.7.40	Xerox	WC 6605DN	XL3622578	51441	Networked	Leased
Mead Public Library	1st Flr	172.28.89.6	Xerox	WC 6605DN	XL3622593	51448	Networked	Leased
Mead Public Library	1st Flr	172.28.89.6	Xerox	WC 6605DN	XL3622593	51448	Networked	Leased
Mead Public Library	2nd Flr	172.28.7.34	Xerox	WC 6605DN	XL3622595	51445	Networked	Leased
Mead Public Library	2nd Flr	172.28.7.34	Xerox	WC 6605DN	XL3622595	51445	Networked	Leased
Mead Public Library	1st Floor Staff Area	172.28.7.38	Xerox	WC 6605DN	XL3622632	51365	Networked	Leased
Mead Public Library	1st Floor Staff Area	172.28.7.38	Xerox	WC 6605DN	XL3622632	51365	Networked	Leased
Mead Public Library	1st Flr	172.28.83.8	Xerox	WC 6605DN	XL3622633	51360	Networked	Leased
Mead Public Library	1st Flr	172.28.89.8	Xerox	WC 6605DN	XL3622631	51360	Networked	Leased
Mead Public Library	Tech Services	172.28.7.72	Xerox	WC 6605DN	XL3622634	51439	Networked	Leased
Mead Public Library	Tech Services	172.28.7.72	Xerox	WC 6605DN	XL3622634	51439	Networked	Leased
City of Sheboygan Finance Department	Main Office	10.103.2.19	Xerox	8415XL	23CS13866	58503	Networked	Leased
City of Sheboygan Finance Department	Front Desk	10.103.2.18	Xerox	8405X	518492508	63149	Networked	Leased
City of Sheboygan Finance Department	City Hall-Clerks Office	10.100.16.1	Lenmark	T64Q Printer	79087PH	50086		CoS
City of Sheboygan Finance Department	Police Dept. Transcription Area	10.103.2.5	Lenmark	T850N Printer	79386ARW	53197	Networked	CoS
City of Sheboygan Finance Department	Main Office	10.106.21.31	Xerox	C605XL	988767397	65825	Networked	Leased
City of Sheboygan Finance Department		10.106.1.32	Xerox	WC3615DN	A2T388515	52398	Networked	CoS
City of Sheboygan Finance Department	Assessor Office/Ste 302	10.115.1.26	Xerox	WC3655X	C7X264710	56626	Networked	Leased
City of Sheboygan Finance Department	City Hall-HR	10.115.1.32	HP	LJ M602dn Printer	CHCCF2LDMW	50073		CoS
City of Sheboygan Finance Department	Municipal Service Office	10.107.1.32	HP	LJ M601N Printer	CNCCG48113	50089	Networked	CoS
City of Sheboygan Finance Department	Transit	10.104.1.32	HP	LJ 200 color M251n	CND1H02787	50088	Networked	CoS
City of Sheboygan Finance Department	2nd Floor	10.115.1.24	HP	LJ 5200	CND1CD6755	38305		CoS
City of Sheboygan Finance Department	Police Dept Municipal Court	10.103.2.8	HP	LJ Pro M1536dn MFP	CHF90BWC00	50095	Networked	CoS
City of Sheboygan Finance Department	City Hall-Planning & Development	10.115.1.35	HP	LJ 4740n	CHGXL14969	50078		CoS
City of Sheboygan Finance Department	Main Office	10.105.1.31	Xerox	WC 8455X (3) Cr	E18082062	57962	Networked	Leased
City of Sheboygan Finance Department	City Hall-Building Inspection	10.115.1.38	HP	LJ P1055dn	JPB7956547	50079	Networked	CoS
City of Sheboygan Finance Department	Fire Station 5-Office	10.106.41.31	Xerox	WC3325DN	L8A15371	49853	Networked	CoS
City of Sheboygan Finance Department	Fire Station 2-Office	10.106.11.31	Xerox	WC3325DN	L8A15405	49854	Networked	CoS
City of Sheboygan Finance Department	Medic Room -2nd Floor	10.106.21.34	Xerox	WC3325DN	L8A15421	50094	Networked	CoS
City of Sheboygan Finance Department	Fire Station 4-Office	10.106.31.31	Xerox	WC3325DN	L8A15444	49852	Networked	CoS
City of Sheboygan Finance Department	Fire Station 4-Office	10.106.31.31	Xerox	WC3325DN	L8A15444	49852	Networked	CoS
City of Sheboygan Finance Department	City Hall-Clerks Office	10.100.16.30	HP	LJ Pro M402dn	PHB5849002	68585	Networked	CoS
City of Sheboygan Finance Department	Finance	10.115.1.43	HP	LJ Enterprise Color M507dn	PHBCM7R52F	71725	Networked	CoS
City of Sheboygan Finance Department	Human Resources	10.115.1.42	HP	LJ M506DN	PHBGT49705	71726	Networked	CoS
City of Sheboygan Finance Department	Mechanics Shop Office	10.104.1.34	HP	LJ Pro M402dw	PHBVF33975	71334	Networked	CoS
City of Sheboygan Finance Department	City Hall-HR	10.115.1.33	HP	LJ Pro M401n	PHGDB15234	50074	Networked	CoS
City of Sheboygan Finance Department	Battalion Chief Office	10.106.21.35	HP	LJ Pro M401n	PHGDB53195	50084	Networked	CoS



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City of Sheboygan
Managed Print Services Agreement Equipment List

Street Address	Location	IP Address	Manufacturer	Model	Serial #	Tag Number	Networked, Flat Rate or Not Covered	Owner
City of Sheboygan Finance Department	Fire Station 1-Office	10.106.1.31	HP	LI Pro M401n	PHGD876198	50087	Networked	CoS
City of Sheboygan Finance Department	Police Dept Reception	10.103.2.1	HP	LI Pro M401n	PHGD881981	50097	Networked	CoS
City of Sheboygan Finance Department	Police Dept Front Desk	10.103.2.12	HP	LI Pro M401n	PHDCC00006	50098	Networked	CoS
City of Sheboygan Finance Department	Police Dept Squad Report Room	10.103.2.7	HP	LI Pro M401n	PHGDCC00015	53196	Networked	CoS
City of Sheboygan Finance Department	Police Dept Shift Commander	10.103.2.11	HP	LI Pro M401n	PHGDC84810	50099	Networked	CoS
City of Sheboygan Finance Department	City Hall-Building Inspection	10.115.1.40	HP	LI P2055dn	VN83102977	50080	Networked	CoS
City of Sheboygan Finance Department	WSCI Studio Office	10.126.2.2	HP	LI Pro M401n	VN83813684	50092	Networked	CoS
City of Sheboygan Finance Department	Suspect Device. Obtain correct address. Internal location, contact (name/email/address) to send tag. Email MBM-MPSChanges.	10.107.1.34	HP	Color LI Pro M452dn	VN83403009	VN83403009	Networked	CoS
City of Sheboygan Finance Department	Police Dept Court Services	10.103.2.4	HP	LI Pro M401n	VN83524080	53195	Networked	CoS
City of Sheboygan Finance Department	City Hall-Attorney's Ofc.-Ste 304, 3rd Flr	10.115.1.29	HP	LI Pro M401n	VN83501008	50075	Networked	CoS
City of Sheboygan Finance Department	Municipal Service Stock Room	10.107.1.35	HP	LI Pro M401n	VN83516497	50090	Networked	CoS
City of Sheboygan Finance Department	Municipal Service Electrical	10.107.1.36	HP	LI Pro M401n	VN83518503	50091	Networked	CoS
City of Sheboygan Finance Department	Police Dept-Booking Room	10.103.2.2	HP	LI Pro M401n	VN83728057	50100	Networked	CoS
City of Sheboygan Finance Department	City Hall-Clerks Counter	10.100.16.5	HP	LI Pro M401n	VN84608830	50082	Networked	CoS
City of Sheboygan Finance Department	City Hall-Clerks Counter	10.100.16.6	HP	LI Pro M401n	VN84608841	50083	Networked	CoS
City of Sheboygan Finance Department	City Hall-HT	10.115.1.22	HP	LI Pro M401n	VN84623881	50071	Networked	CoS
City of Sheboygan Finance Department	Fire Dept	10.106.21.32	Xerox	WC 6605DN	XL5627104	52363	Networked	CoS



Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren.
February 3, 2020.

A RESOLUTION authorizing the appropriate City officials to contract with Wisconsin Public Finance Professionals, LLC for financial advisory services in 2020.

WHEREAS, the City of Sheboygan has obtained necessary financial advisory services related to its municipal borrowing from Wisconsin Public Finance Professionals, LLC, for the last six years; and

WHEREAS, the City desires to continue using Wisconsin Public Finance Professionals, LLC as its financial advisor for the 2020 calendar year; and

WHEREAS, the standard industry practice regarding financial advisory services of this nature is to enter into a separate agreement for each borrowing.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Wisconsin Public Finance Professionals, LLC for financial advisory services, in substantially similar form to that attached to this Resolution, for each borrowing that the City issues during the 2020 calendar year.

BE IT FURTHER RESOLVED: That in the case of a General Obligation Borrowing, the appropriate City officials are hereby authorized to draw orders on the Debt Issuance Expense Account (Account #30115100-540117).

BE IT FURTHER RESOLVED: That in the case of a TID Borrowing, the appropriate City officials are hereby authorized to draw orders on the appropriate TID Debt Service Account.

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

*Finance
Personnel*



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

Wisconsin Public Finance Professionals, LLC (“WFPF”)

Municipal Advisory Fee Structure - 2020

WFPF shall enter into a Municipal Advisory Agreement with the issuer, substantially in the sample form attached hereto, for each financing identifying the dollar amount of the issue authorized by the Issuer. The Municipal Advisory Agreement shall specify the issue description (General Obligation or Revenue Obligation), WFPF’s scope of services and fee, not contingent on the final size or closing of the issue. If WFPF performs services under a Municipal Advisory Agreement, but the financing is not consummated, WFPF shall be compensated at the hourly rate of \$165/hour professional staff, \$95/hour support staff for time actually spent.

WFPF uses the following calculation in determining the municipal advisory fee included in a municipal advisory agreement for a General Obligation or Revenue Obligation (per issue), competitive or negotiated sale, using the dollar amount of the issue authorized by the Issuer:

Base Fee - \$13,000 plus \$1.50 per \$1,000 issued subject to –

Minimum Fee of \$14,500

Maximum Fee of \$25,000

(Example: \$3 million issue is \$13,000 + (\$3,000 X \$1.50 = \$4,500) = \$17,500)

WFPF’s fee includes all WFPF’s expenses associated with in-state travel and general out-of-pocket expenses for supplies and copying, etc. The fee is due and payable upon closing of the issue. WFPF’s fee does not include expenses of issuance such as Official Statement printing (approximately \$1,000), Bond Counsel, rating agency, escrow or fiscal agents, verification or feasibility reports. WFPF’s fee is due and payable upon closing of the issue. WFPF’s fee includes on-going services identified in the Municipal Advisory Agreement as may be requested by the Issuer during the term of the agreement.



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

----- 2020 Sample -----

Municipal Advisory Agreement

City of Sheboygan, Sheboygan County, Wisconsin

Wisconsin Public Finance Professionals, LLC (“WPFPP”) is a “municipal advisor” as defined by the Securities and Exchange Commission (“SEC”) Final Rule adopted September 18, 2013. WPFPP is registered and regulated by the SEC and the Municipal Securities Rulemaking Board (“MSRB”). The City of Sheboygan, Sheboygan County, Wisconsin (“City”), hereby retains WPFPP to serve as its Municipal Advisor in accordance with the terms and conditions of this Municipal Advisory Agreement (“Agreement”) effective the date of execution (the “Effective Date”). As Municipal Advisor, WPFPP will have fiduciary duties, including a duty of care and a duty of loyalty. WPFPP is required to act in the City’s best interests without regard to its own financial and other interests.

MSRB Rule G-10 and G-42 Notifications, Disclosures of Conflicts of Interest and Other Information

As a Municipal Advisor registered with the MSRB and the SEC, WPFPP is required to provide certain notifications, disclosures and information to the City, in writing, no less than once each calendar year. Included on the last page of the Agreement are notifications and disclosures in accordance with MSRB Rule G-10 regarding a brochure available on the MSRB’s website at www.msrb.org that describes the protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority; and, disclosures in accordance with MSRB Rule G-42 related to conflicts of interest and other information. All municipal advisory services are performed by employees of WPFPP. WPFPP has no relationships with other firms, or employees of the City, that could present a real or perceived conflict of interest. Carol Ann Wirth is the responsible party for WPFPP in its relationship with the City.

Scope of Municipal Advisory Services

WPFPP is engaged by the City as its Municipal Advisor to provide services with respect to the issuance of \$ _____ General Obligation or Revenue Obligation, hereinafter referred to as the “Issue”, as follows:

(a) Services to be Provided:

1. Prepare and/or evaluate structuring options or alternatives with respect to the proposed new Issue
2. Review financial and other information regarding City (Utility), the proposed Issue and any source of repayment of or security for the Issue
3. Consult with and/or advise City on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on the City and its financing plans, or related to its outstanding issues

4. Assist City in establishing a plan of finance – establish the structure, timing, terms and other similar matters concerning the Issue
5. Prepare the financing timeline
6. Consult and meet with representatives of City and its agents or consultants with respect to the Issue
7. Attend meetings of City's governing body, as requested
8. Advise City on the manner of sale of the Issue
9. For an Issue to be sold at negotiated sale, assist City in the selection of an underwriter with the preparation of an RFP; participate in pricing discussions; and, advise City on the acceptability of the underwriter's pricing and offer to purchase.
10. For an Issue to be sold at competitive sale, conduct steps necessary for the pricing and sale of the Issue, including preparation of the Official Notice of Sale and Bid Form, advertise the sale of the issue, assist potential bidders with submitting bids, verify bids received, recommend suitability of interest rates based on compliance with Official Notice of Sale and current market conditions.
11. Assist in gathering of information with respect to financial, statistical and factual information relating to City (Utility) in connection with and the preparation of the Preliminary and Final Official Statement
12. Respond to questions from bidders, underwriters or potential investors
13. Provide City with relevant data on comparable issues recently or currently being sold nationally and by comparable municipalities
14. Obtain CUSIP numbers and distribute an electronic version of the Preliminary and Final Official Statement
15. Advise City with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue
16. Prepare materials for, and participate in, presentation to rating agency
17. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of City and other documents necessary to finalize and close the Issue, and to issue an unqualified opinion approving the legality and tax status of the Issue
18. Coordinate closing, delivery of the new Issue and transfer of funds
19. Prepare a closing memorandum or transaction summary, together with general guidance for City with respect to the use of bond proceeds and the payment of debt service; prepare final amortization schedule.
20. Provide such other usual and customary municipal advisory services as may be requested by City including services related to debt management and preliminary structuring of potential future issues, credit management and continuing disclosure requirements
21. Advise City on potential refinancing opportunities of its outstanding issues, including exercise of optional call rights
22. Assist City with dissemination and publication of notices of call for issues being refunded

(b) Limitations on Scope of Municipal Advisory Services. The Scope of Municipal Advisory Services is subject to the following limitations:

(i) The scope of services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Municipal Advisory Services.

(ii) Unless otherwise provided in the Scope of Municipal Advisory Services described herein, Municipal Advisor is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Municipal Advisory Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing; and, does not include review or advice on any feasibility study.

(c) Amendment to Scope of Municipal Advisory Services

The Scope of Municipal Advisory Services may be changed only by written amendment or supplement to the Scope of Municipal Advisory Services described herein. The parties agree to amend or supplement the Scope of Municipal Advisory Services described herein promptly to reflect any material changes or additions to the Scope of Municipal Advisory Services

Municipal Advisor’s Regulatory Duties When Servicing City

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to City’s determination whether to proceed with a course of action or that form the basis for and advice provided by Municipal Advisor to City. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about City and the authority of each person acting on City’s behalf. The City agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

Term of this Engagement

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 20____. This Agreement may be terminated with or without cause by either party upon the giving of at least sixty (60) days’ prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of termination, the Municipal Advisor shall be paid in full for any services performed to the date of that termination at the normal hourly rates (\$165/hour professional staff, \$95/hour support staff) for time actually spent. WFPF may not assign this Agreement without the City’s prior written consent. The laws of the State of Wisconsin shall apply to this Agreement.

Compensation - Fees and Expenses

WFPF’s fee for services performed under this Agreement shall be \$_____ for the General Obligation or Revenue Obligation. WFPF’s fee includes all necessary in-state travel and general out-of-pocket expenses i.e. supplies and copying. WFPF’s fee is due and payable upon the closing of the Issue. The City shall pay the fees and expenses determined by each respective financing team participant (i.e. bond counsel, rating agency and underwriter), and costs associated with the printing and distribution of Official Statements (\$1,000). If WFPF performs services under this Agreement, and, a financing is not consummated, WFPF shall be compensated at our normal hourly rates (\$165/hour professional staff, \$95/hour support staff) for time actually spent.

Limitation of Liability/Insurance

In the absence of willful misconduct, bad faith, or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor, Municipal Advisor shall have no liability to City for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, or for any financial or other damages resulting from City's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to the City. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of City arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Issue or otherwise relating to the tax treatment of the Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the City of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to City under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

WPPF shall maintain, throughout the term of this Agreement, professional general liability insurance in the amount of \$1,000,000 per occurrence, having a \$5,000 deductible.

The City acknowledges that the City is responsible for the contents of Preliminary and Final Official Statements prepared for the Issue, and, is subject to, and may be held liable under, federal or state securities laws for misleading or incomplete disclosure.

Authority

The undersigned represents and warrants that he/she has full legal authority to execute this Agreement on behalf of the City. The following individuals have the authority to direct Municipal Advisor's performance of its activities under this Agreement: Darrell Hofland, City Administrator, Marty Halverson, Finance Director.

WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By _____

By: _____

Title: _____

Date: _____

Wisconsin Public Finance Professionals, LLC

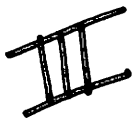
MSRB Rule G-10 Disclosure - Notifications

- Wisconsin Public Finance Professionals, LLC (“WPFP”) is a Municipal Advisor registered with the Municipal Securities Rulemaking Board (“MSRB”) and the Securities and Exchange Commission (“SEC”).
- The MSRB’s website address is as follows: www.msrb.org.
- A brochure is available on the MSRB website that describes protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority.

MSRB Rule G-42 Disclosure

1. Wisconsin Public Finance Professionals, LLC (“WPFP”) is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct.
2. The Form MA of WPFP along with the most recent Form MA-I for each MSRB associated person is posted in the Edgar Database located on the US Securities and Exchange Commission website (www.sec.gov/edgar/searchedgar/companysearch.htm) searching under the name “Wisconsin Public Finance Professionals, LLC.” If you require a hard-copy of any of these forms, please send a written request to the Firm’s Chief Compliance Officer’s attention at the address below.
3. To the best of our knowledge and belief, neither WPFP nor any Associated Person has any material undisclosed conflict of interest.
 - A. WPFP has no financial interest in, nor does WPFP receive any undisclosed compensation from, any firm or person that WPFP may use in providing any advice, service, or product to or on behalf of any WPFP client.
 - B. WPFP does not pay MSRB registered solicitors or other MSRB Registered Municipal Advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
 - C. WPFP does not receive any payments from a third party to enlist WPFP’s recommendation of services, municipal securities transactions, or any municipal financial product or service.
 - D. WPFP does not have any undisclosed fee-splitting arrangements with any provider of investments or services to any municipal entity.
 - E. WPFP does not have any conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of any transaction for which WPFP is providing advice.
 - F. There is no other actual or potential conflict of interest that could reasonably be anticipated to impair WPFP’s ability to provide advice to any municipal entity in accordance with the standards of fiduciary conduct.
4. WPFP (“the Firm”) nor any of its Associated Person are not currently subject to or have been subject to any legal or disciplinary event that could be material to a client’s evaluation of the Firm or the integrity of its management or Associated Persons.

1025 South Moorland Road, Suite 504, Brookfield, WI 53005



Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren.
February 3, 2020.

A RESOLUTION to authorize a transfer of appropriations in the 2020 Budget.

WHEREAS, staff has reviewed existing 2020 Budget appropriations and determined the need to re-appropriate funds within the 2020 Budget for Mead Public Library Fund 255 due to an unanticipated shortfall.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2020 Budget for the purpose of an unanticipated shortfall in Mead Public Library Fund 255.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Unclassified Reserve for Contingency 10199020-810103	Special Revenue Fund Mead Public Library Fund Full Time Salaries - Regular 2551110-510110	\$4,283.14

Finance + Personnel

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. - 19 - 20 . By Alderpersons Sorenson and Mitchell.
February 3, 2020.

A RESOLUTION authorizing application for the Criminal Justice, JAG Drug Task Forces Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a Drug Task Force Grant in the amount of \$24,112 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit; and

WHEREAS, the JAG Drug Task Forces Grant program provides funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination and intelligence sharing targeting gangs, drugs, and firearms for the period January 1, 2020 through December 31, 2020; and

WHEREAS, in order to obtain the grant in the amount of \$24,112, it is necessary for the Chief of Police to submit an application through the Wisconsin Department of Justice; and

WHEREAS, the funding received would be \$14,251 from the Federal Byrne/JAG Funds and the State of Wisconsin match of \$9,861.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

LHS

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
February 3, 2020.

A RESOLUTION authorizing the Purchasing Agent to advertise the Digester Complex Roof Replacement Capital Improvement Project at the Wastewater Treatment Plant for bids.

WHEREAS, the Department of Public Works has had plans and specifications for the Digester Complex Roof Replacement Capital Improvement Project prepared by Tremco Inc. to allow the project to be put out to bid pursuant to Wis. Stat. § 62.15.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is hereby authorized and directed to advertise the Digester Complex Roof Replacement Capital Improvement Project at the Wastewater Treatment Plant for bids pursuant to the plans and specifications prepared by Tremco Inc. with the requirement pursuant to Wis. Stat. § 62.15(3) that bids be accompanied by a certified check or a bid bond equal to five percent (5%) of the bid payable to the city as a guaranty that if the bid is accepted the bidder will execute and file the proper contract and bond within the time limited by the city.

BE IT FURTHER RESOLVED: That the Purchasing Agent shall comply with all requirements imposed on an Advertisement for Bids under federal, state, and local law, including noting the bid bond requirement pursuant to Wis. Stat. § 62.15(3) in the Advertisement for Bids.

BE IT FURTHER RESOLVED: That the Purchasing Agent is directed to submit a resume of bids received to the Common Council for further consideration.

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
February 3, 2020.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Interceptor Feasibility Study.

RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Foth Infrastructure and Environment, LLC in substantially similar form to that attached, for the Sheboygan Southside Interceptor Feasibility Study.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds not to exceed \$338,000 from Account No. 60134110-649200 (Wastewater - Sanitary Maintenance - Equipment Replacement Fund).

BE IT FURTHER RESOLVED: That the director of public works or the director's designee is appointed as the City's Authorized Representative pursuant to Section 2.2 of the contract with Foth Infrastructure and Environment, LLC.

Public Works

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 FOR SERVICES

Project Title (the "Project"): Southside Interceptor Feasibility Study

FOTH Project Number: _____

CLIENT Project Number: (If applicable) _____

This Agreement for Services (hereinafter "Agreement") is made and entered into this ____ day of ____, 20____, by and between Choose an item., (hereinafter "Consultant") and City of Sheboygan, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan

Address: Department of Public Works, 2026 New Jersey Avenue, Sheboygan WI 53081-4714

Phone No: 920-459-3368 **Email Address:** Scott.isaacs@sheboyganwi.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services and as further described in the Statement of Qualifications (SOQ) in Exhibit A:

Phase	Estimated Fee
1 Flow Monitoring Phase	\$55,000 - \$65,000
2 Televising Phase (primarily sub-contractor)	\$40,000 - \$44,000
3 Preliminary Investigation Phase – Pipeline	\$44,000 - \$49,000
4 Preliminary Investigation Phase – Shoreline	\$16,000 - \$19,000
5 Feasibility Study Phase – Shoreline	\$56,000 - \$61,000
6 Feasibility Study Phase – Pipeline & Shore Combined Summary Report	\$95,000 - \$100,000
Total Estimated Engineering Fee Range	\$ 306,000 - \$ 338,000

This contract scope has been reduced from the original SOQ submittal to only include the feasibility study portion of the project. A new contract will be executed for the design of the recommended alternative derived from the feasibility study.

Schedule: Services shall be performed according to the following schedule:

Phase	Duration	Time Frame
Flow Monitoring Phase	4-6 Months	March – July 2020
Televising Phase	2.5 Months	March – May 2020
Preliminary Investigation Phases	2.5 Months	March – May 2020
Feasibility Study Phases	3.5 Months	May – August 2020

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

Lump-Sum in the amount of \$ ____ .00

Unit Cost/Time Charges (Standard Rates)

Other as stated here: Per standard 2020 hourly rates summarized above in the scope phase estimated fee ranges and described in Exhibit B.

Special Conditions (if any):

If at any time during the investigation portion of the study it is determined that the existing interceptor physical condition or capacity is in a state such that any repairs are infeasible, the study will be suspended and a new scope and fee will be determined and negotiated, respectively..

The attached Agreement for Services Standard Terms and Conditions is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

CONSULTANT

Signed: _____
Name (printed): _____
Title: _____
Date: _____

Signed: _____
Name (printed): _____
Title: _____
Date: _____

Signed: _____
Name (printed): _____
Title: _____
Date: _____

**AGREEMENT FOR SERVICES
STANDARD TERMS AND CONDITIONS**

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

1.2 Compliance with Laws - In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

4.2 Waiver of Subrogation - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and defend Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, and liabilities, including legal fees and expenses, for third party claims of bodily injury, sickness, or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 *et seq.*, as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be

connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission.

Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project .

14.1 Notices - Any notice required by this Agreement shall be made in writing to the individuals and addresses specified below:

- i. City of Sheboygan: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, WI 53083
- ii. Foth Infrastructure & Environment, LLC : 2121 Innovation Ct., Suite 300, De Pere, WI 54115 Attn: Chief Risk Officer
- iii. Nothing in this Section shall be construed as limiting or prohibiting communication between the parties in the ordinary course of the Agreement.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

15.1 Open Records - Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law resulting from Consultant's action or inaction with respect to public records in its sole control. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant's schedule and compensation under this Agreement will be equitably adjusted in the event of any such delay.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

Exhibit A



Statement of Qualifications for:
SOUTHSIDE INTERCEPTOR SYSTEM
City of Sheboygan, Wisconsin



Lincoln Center II • 2514 South 102nd Street • Suite 278
West Allis, WI 53227
(414) 336-7900 • Fax: (414) 336-7901
www.foth.com

November 8, 2019 (Updated January 2020)

Mr. Ryan Sazama, PE, AIA, City Engineer
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

RE: Statement of Qualifications (SOQ)
Southside Interceptor Sewer Rehabilitation/Feasibility Plan

Dear Ryan,

Thank you for the opportunity to provide this SOQ for the above referenced project. Per our recent meeting and Dale's follow up site visit at the Kentucky Avenue Sewage Pumping Station (KASPS), we have a firm grasp of the approach that will be required to tackle the interceptor's current environmental challenges, while partnering with you to come up with the most cost effective long term solution for the operation of the interceptor system. Foth has the experience and technical expertise to work with you on obtaining key system data, analyze it with your team, and formulate a long term, conservative design for the chosen system to last the City another 80+ years.

We have assembled a skilled project team and are committed to assist you in completing your main goals for this project (included services are shown in black, future services are shown in gray):

- ◆ Obtain a quick snapshot of the interceptor and take any necessary immediate remediation measures.
- ◆ Assist in a flow management/televising operation to obtain the best visual condition assessment.
- ◆ Implement flow metering at key points to establish existing dry and wet weather flow characteristics and available capacity.
- ◆ Obtain and analyze the KASPS flow data and establish capacity.
- ◆ Estimate future development flows.
- ◆ Depending on capacity analysis, develop rehabilitation alternatives and, if necessary, any relief trunk sewers.
- ◆ Prepare a cost effective analysis using a 20, and possibly a 40, year present worth analysis.
- ◆ Design the least cost alternative. (future services)
- ◆ Design the sewage bypass system. (future services)
- ◆ Prepare plans and bidding documents. (future services)
- ◆ Provide construction management team or augment your staff team as directed. (future services)

At Foth, we enjoy solving our client's toughest engineering and scientific challenges, so we truly look forward to teaming with you and your staff as we systematically approach this very important City infrastructure project.

Please contact us with any further questions regarding this proposal.

Sincerely,

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Dale Broeckert, PE
Project Manager
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(608) 242-5919

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1 Approach to Your Project



1



1 Approach to Your Project



TASK 1: KICK-OFF MEETING

We will start with a kick-off meeting to bring the team together, including key Foth members and City Staff. We will explain and confirm the first steps, goals, and discuss any initial known hurdles to overcome. City staff will be invited to help identify critical aspects of the project and share their knowledge of the system.

Some topics to be discussed include the following:

- ◆ Confirm envisioned schedule.
- ◆ Coordinate flow meter field operations.
- ◆ Pump station performance and site data.
- ◆ Discuss and gather SCADA history.
- ◆ Discuss known wet, dry, seasonal flow trends.
- ◆ Traffic control restrictions.
- ◆ Easement or right-of-way details.
- ◆ Preferred points of access – metering.
- ◆ Preferred points of access – televising.
- ◆ WDNR/ACOE coordination.
- ◆ Public relation concerns.
- ◆ Open conversation and idea sharing.

The intent of this meeting is to unite all key project members. We firmly believe that the City staff's knowledge and expertise with their system, and their ideas, are extremely important. Leaving this meeting, we will have a clear path moving forward, key personnel will be connected, and lines of communication will be open.

Prior to the kick-off meeting, we will perform a Wetland Indicators Review to determine if a delineation will be required in any disturbance areas. Following the kick-off meeting, a wetland delineation will be coordinated by Foth staff, if needed.

TASK 2: TELEVISION PLAN & PIPELINE CONDITION EVALUATION







Verification of the condition of all pipes and structures from the Kentucky Avenue pump station to the WWTP will be required. A detailed televising plan will be established to account for the televising challenges on this project (such as access) and providing a clean and empty pipe.

Access: Access to portions of the interceptor will be a challenge as indicated on the Project Understanding Map. Some areas will likely need to be tackled from both ends. We will work closely with our televising contractors to review their equipment access needs and limitations. If access road improvements are absolutely needed, we will evaluate all the options and assist the City accordingly.



CITY OF SHEBOYGA SOUTHSIDE INTER PROJECT UND



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-  EXISTING
-  EXISTING
-  POTENTIAL
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PIPELINE AI

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Clean & Empty Pipe: A clean & empty pipe is ideal for capturing the best video; however, due to the realities of this site, achieving that may be difficult. Spot checks will be made at a few points along the interceptor to get an idea of how much build-up may be on the pipe walls. Due to occasional high flows, we are hopeful that the pipe is adequately scoured and jetting it won't be necessary throughout. If not, and jetting is absolutely needed, we will evaluate all the options and assist the City accordingly. To provide a near empty pipe, we plan to utilize the wet well and upstream pipe storage volume to its maximum surcharge capacity. We will evaluate this and create a "smart on/off pump cycling" plan to be implemented at the lowest flow time of the day during a dry spell. When the pumps are off, the pipe will empty and the televising crew will start televising. When the wet well fills, the televising crew will stop the camera and the pumps will cycle on. The camera will remain in the flow stream during the on cycle and stop recording. Once the cycle is complete, the pipe will empty again and the televising will continue. This process will repeat until the entire pipeline is televised. This strategy takes good planning and coordination; however, it avoids the need for bypass pumping which is critical. We anticipate that the smaller gravity sewers feeding into the interceptor will have insignificant flows during the low flow time of day. This will be confirmed with our metering efforts. If the small sewers pose a problem we will coordinate and implement a solution with the City prior to televising.

Evaluation Process: The video will be compiled into an organized and easy to view format. We will evaluate the entire pipeline to NASSCO pipeline rating standards. Pipeline overview sheets will be created indicating all segments in the pipeline that have a NASSCO structural rating of four (4) and five (5). These defects, along with all other defects found, will be summarized in an overall condition report. The report, pictures, and video clips will be reviewed and discussed with the City in great detail. This information will be used to evaluate the pipeline rehabilitation option(s) in the overall feasibility study.

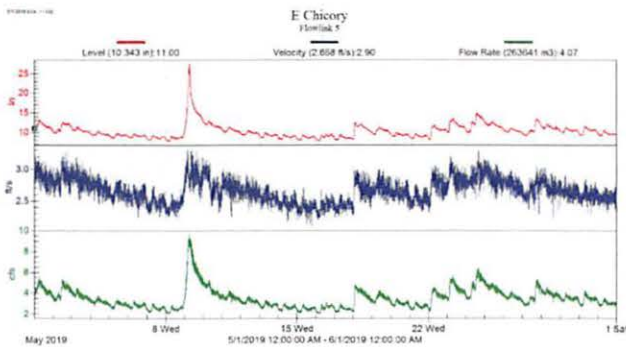
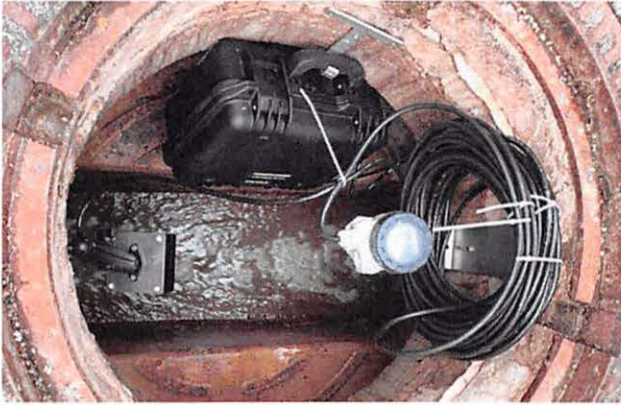
TASK 3: PIPELINE CAPACITY ASSESSMENT

Detailed capacity calculations will be performed for both the forcemain and gravity interceptor portions to determine the maximum flow that the pipeline system can convey. Information from televising will be utilized to account for roughness, low and high spots in the system, or anything else that could impede capacity. We will compare the current capacity calculation to a lined-pipe capacity. These results will be reviewed and discussed with the City and utilized in the overall feasibility study.



TASK 4: METERING

All sewers flowing into the interceptor will need to be metered. A flow metering plan for all sewers flowing into the interceptor will be established early in the process. Foth has extensive knowledge of the ISCO Flowlink software which is used for managing and calibrating the flow meter field data. Foth will provide reliable and seamless data. Experience with handling data and calibrating the meters properly is critical. We will also place a meter right before the interceptor enters the WWTP. This data we will allow us to calculate and quantify the volume of Lake Michigan infiltration and inflow (I&I) that the interceptor experiences. This I&I would be eliminated post rehabilitation. All the data will be analyzed for use in the capacity analysis and feasibility study portions of the project.



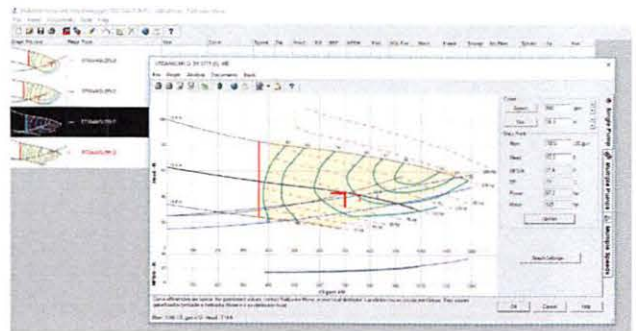
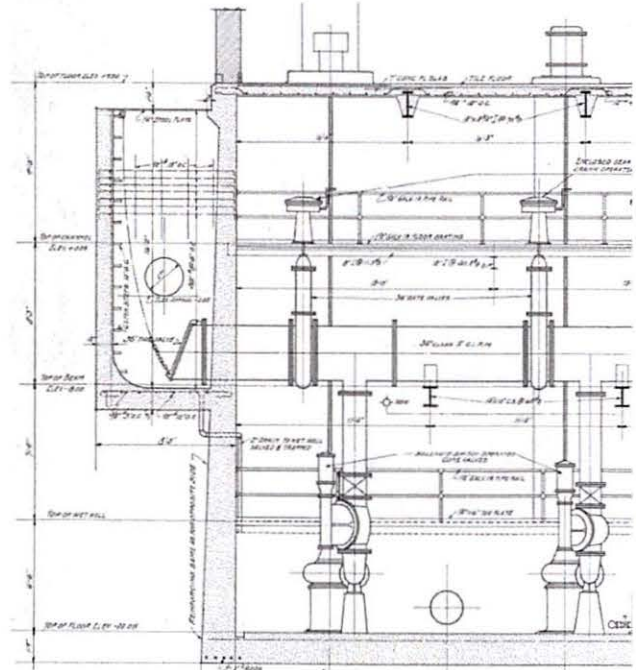
TASK 5: CAPACITY EVALUATIONS

Understanding current and future peak flows is a critical step in this project. In order to consider rehabbing the interceptor it needs to properly convey all future project peak hourly flows. If adequate capacity cannot be maintained, alternative capacity interceptor capacity measures need to be considered. Future development, projected land uses, I&I, any subtractions from the Kohler contributing sewershed, and net developable projected sewershed land will all be considered in sizing the future Southside Interceptor system. We will work closely with City staff to envision what the future sewershed will entail. This capacity evaluation will be used in the project's feasibility study mentioned below.

TASK 6: BYPASS PUMPING PLAN

Foth has extensive experience with bypass pumping. Evaluating bypass pumping options is a critical component of this project. Current peak lift station flows and wetwell levels will be evaluated to determine the level of bypass pumping required. Understanding the extent of bypass pumping will play a big part in the feasibility cost evaluation. **We will do everything that we can to utilize the existing station pumps for bypassing.** Mr. Broeckert is extremely familiar with the five (5) Fairbanks 16-inch 5711, 890 rpm, 125hp pumps that are in currently in operation. In this case, we will investigate designing a custom fitting to be installed on the existing

36-inch Tide Valve. Hydraulic calculations will be performed to determine if the existing pumps can handle the required peak flow rate through temporary HDPE pipes. A number of pipe combinations and bypass pipe routes will be evaluated to determine if the hydraulics could work. Bypass piping routes will be a challenge and creativity will be required. We will work closely with the City staff to determine and evaluate the options. If needed, upgrades to the existing pump impellers, motor speeds and/or motor horsepower will also be evaluated (within the limits of the electrical service available). Utilizing the existing pump station, even if a variety of station upgrades are required, would potentially save the City hundreds of thousands of dollars in cost. If it is determined that utilizing the pump station is in no way feasible, Foth will work with our industry contacts to obtain bids from 3rd party bypass pumping contractors.

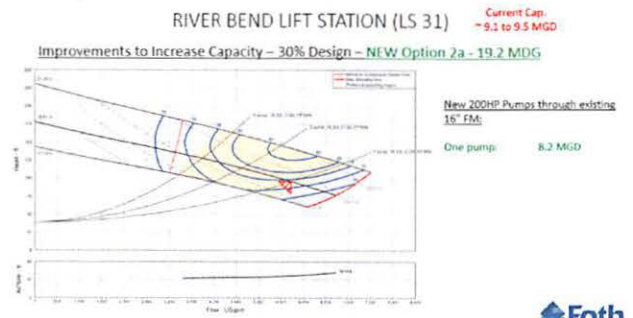


TASK 7: ANALYZING THE OPTIONS & CONCEPTUAL DESIGN

After the previously discussed tasks are complete, our team will have the necessary information to analyze all the options. The driving factors are:

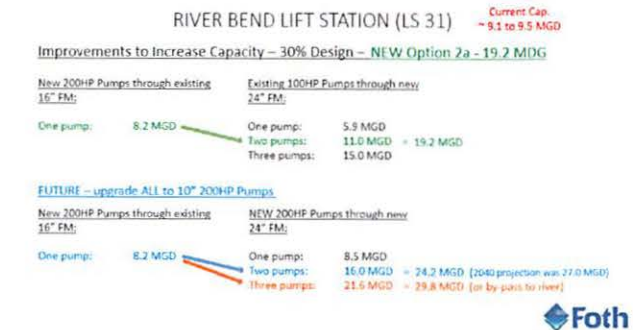
1. Condition of the pipe (and structures) and the degree of repair/rehab needed.
2. Capacity compared to the future expected flows.
3. Feasible modifications to the existing pipeline.
4. Feasible new routes.

These factors will dictate what options we will evaluate. Options such as doing nothing (not likely due to age), partial rehab, full rehab, relaying larger forcemain/interceptor in place, modify the existing pump station and extending the forcemain all the way to the plant and rerouting any collector connections (if possible), or relaying larger forcemain/interceptor along an alternate route may all be investigated. The applicable options will each require conceptual designs to properly capture the costs, constructability, possible shoreline and structure improvements and protection, possible permitting and easements, etc. Our team is highly experienced with performing these evaluations. **We have experts to perform evaluations of wave and ice force effects to shoreline infrastructure and how to design structures to withstand these environmental conditions.** We are fully equipped to handle all variations and challenges that the various design options will entail.



TASK 8: FEASIBILITY STUDY & PROJECT DECISION MAKING

A feasibility study will be performed and will provide a cost effective analysis for all the applicable conceptual design options. Each option will be broken down into many sub components. All-inclusive present worth cost estimates will be provided for each for easy comparison and discussion. Other factors besides cost will also be evaluated such as sustainability, ease of future maintenance, long-term protection of the assets, and risk. The feasibility study will provide all the necessary information for the most informed decision. We will work closely with the City staff, Committee members, and others to explain and summarize the results in simple terms. Our goal is to make the results clear, and the decision process easy for everyone involved to choose the most cost effective, sound alternative to serve the City for another 80+ years.



VILLAGE OF CALEDONIA UTILITY DISTRICT
RIVER BEND SEWER REHABILITATION
PRESENT WORTH COST ANALYSIS - SEWER OPTION 2

ITEM	UNIT	YEAR 1 QUANTITY	YEAR 1 COST	ANNUAL O&M COST	RECIPIENT FEE	ANNUAL VALUE
Sub Station 120'x120'	S.A.	1	\$2,380,000.00	\$122,200.00	\$0	\$2,140,000.00
New 24\"/>						

SUMMARY OF ESTIMATED PRESENT VALUE COSTS	
Total Construction Cost	\$ 2,380,000.00
Local Engineering & Contingency (15%)	\$ 357,000.00
Total Estimated Cost	\$ 2,737,000.00
Present Value O&M (20 Years)	\$ 1,360,700.00
Present Day Salvage Costs	\$ 107,100.00
Local Present Worth	\$ 2,996,700.00

1. This is a budgetary cost estimate prepared primarily for the cost effective comparison between alternatives. This representation is made for proposal, bids or costs have been received from contractors.
 2. Annual O&M Cost for lift station = \$1,000 - \$4,000/Season Daily Flow at 1MGD = \$100/1 MG/Day
 3. Annual O&M Cost for these stations and capacity range = \$1,000 per year
 4. Salvage value for lift station based on 20 years life. Assume 80% of Year 1 Cost is recovered with traditional electrical.
 5. Assumptions with a 3% (2019) (6% 1950s) Administrative Costs, the amount due to be used in the future facility planning cost effective analysis on or after October 1, 2011 will be 4.175%
 6. 20 Year period with an 4.175% interest rate annual interest = 0.041
 7. 20 Year period with an 4.175% interest rate annual interest = 0.13, 0.20
 8. The above estimate includes engineering, administration, construction and contingency.
 9. Assume the lift station inventory in the correct facility plan remains unchanged for the 20 year period studied.

TASK 9: IDENTIFYING FUNDING/GRANTS FOR THE SELECTED DESIGN OPTION

Our shoreline specialists believe that certain categories of work on this project may qualify for grant funding. Grants are established specifically for exposed shoreline infrastructure requiring protection due to rising lake levels. If our grant team believes there is a high probability of securing dollars, we will account for that in the feasibility study appropriately. In the past five years, Foth has helped our clients secure over \$45,000,000 in grants for sediment management and shoreline infrastructure related projects, some with many similarities to this project. Our team has the extensive experience in this arena which we believe will potentially provide a great financial benefit to the City. We will work closely with staff to explain all applicable grant or low interest Clean Water Fund loan opportunities.



TASK 10: DESIGN PLANS & SPECIFICATIONS

Using the information gathered from the previous tasks and City staff review meetings, we will finalize the design and specifications for the project. We will work with the City and other stakeholders to develop construction plans as well as traffic control and shoreline access details considering a maintenance road and/or barge construction techniques. Traffic control will be approved by the City prior to any work occurring. Any shoreline improvements will be approved by the applicable regulatory agencies.

As applicable, final regulatory permit applications will be submitted during the final design phase to assure construction permits are acquired before bidding. This permitting could affect the schedule that we have identified.

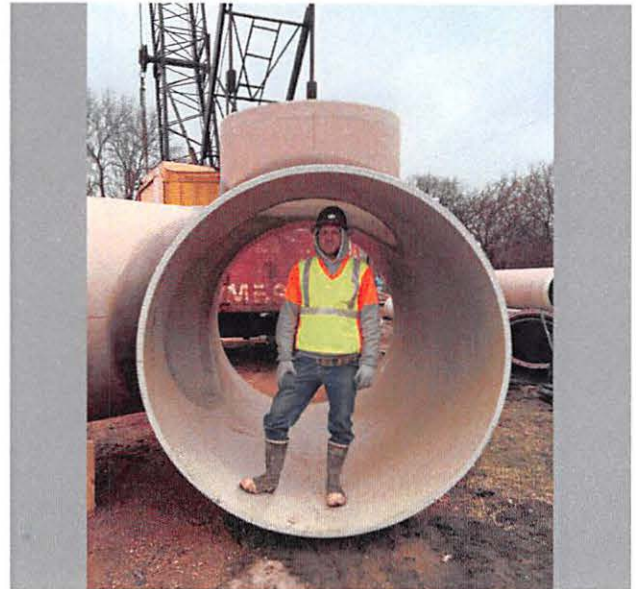
A comprehensive constructability review will take place around the 90% design milestone. Foth strongly believes in working with the contractors prior to bid to understand their comments and concerns. This review will identify any issues in the plans and specifications that may result in a change order during construction.

We will also conduct a review meeting with City staff for approval of plans, specifications, and review the construction cost estimate. Utility staff will be asked to comment on the design and those comments will be implemented into the final contract documents prior to bidding. Contract documents will be sealed by a Professional Engineer(s) for distribution to potential contractors.

TASK 11: BIDDING & RELATED SERVICES

Foth will assist the City staff in bidding of the project. We will complete the following services:

- ◆ Submit advertisement for bid to trade and local publications.
- ◆ Deliver electronic copies of contract documents to on-line plan room for delivery to potential contractors.
- ◆ Answer any questions from prospective bidders and issue any addenda.
- ◆ Attend the bid opening.
- ◆ Analyze the bid tab, check references, and prepare a letter of recommendation to the City for contract award.
- ◆ Prepare contract documents.



TASK 12: CONSTRUCTION MANAGEMENT

If requested, Foth will provide a construction project manager to manage and provide technical support to the City or the contractor. Typical activities are:

- ◆ Construction staking (if necessary).
- ◆ Monitor quality control and adherence to the project plans and specifications.
- ◆ On site during all buried construction activities.

- ◆ Log and confirm with the contractor's foreman all contract pay quantities.
- ◆ Monitor and log any changed site conditions encountered during construction.
- ◆ Communicate with the contractor regarding any technical questions that arise on site.
- ◆ Monitor time and equipment utilized by the contractor.
- ◆ Log all daily site and weather conditions and visitors to the job site.
- ◆ Monitor and ensure that proper erosion control and dust control operations are utilized by the contractor.
- ◆ Ensure that wetland impacts are minimized and occur only as approved by WDNR (if needed).
- ◆ Coordinate field measurements for accurate record drawing preparation.
- ◆ Record drawing preparation.

TASK 13: PROJECT CLOSEOUT

In addition to construction management, Foth offers project closeout services. No Owner likes any loose ends or punch-list items to go unaddressed. We work closely with the contractor and City to ensure that the project is fully complete. Any impacted areas would be required to be completely cleaned up and restored per the contract requirements. We have found that frequent meetings and open communication with the contractor can make this process go very smoothly if managed properly.

2 Commitment of Resources, Capacity to Serve, and Schedule



2

2 Commitment of Resources, Capacity to Serve, and Schedule



COMMITMENT AND CAPACITY

Our team has the availability & capacity to start work immediately upon award. We will commit our team to keep all tasks moving along efficiently, while keeping City staff informed and involved with key decision points. This project will be a top priority in for the Foth team we have assembled, and it will not be placed on the "back-burner" or delayed as we are keenly aware of the potential environmental impacts that are involved with this sewer system. As the project manager, Mr. Broeckert will keep a close watch on the schedule from the project's start to finish, continually providing updates to the City.

Following the initial tasks & data collection period, we will begin the conceptual designs, cost evaluations, and the overall feasibility study. In order to have complete data, we will need to capture a significant I&I event with all meters in place which would presumably occur in early spring or summer of 2020. We will be able to finalize our study and recommendation with a higher degree of accuracy following the capture of a significant I&I event.

SCHEDULE

The project kick-off meeting will be scheduled at the earliest convenience.

Several initial tasks would be run in parallel immediately following the kick-off meeting such as:

- ◆ Developing a meter plan & placing flow meters;
- ◆ creating a televising plan & conducting televising (to be done in winter dry conditions)*;
- ◆ historical data analysis & future flow projections;
- ◆ and evaluating bypass pumping options & developing a conceptual bypass plan.

Feasibility study, conceptual designs, final project recommendation completion goal: August 2020

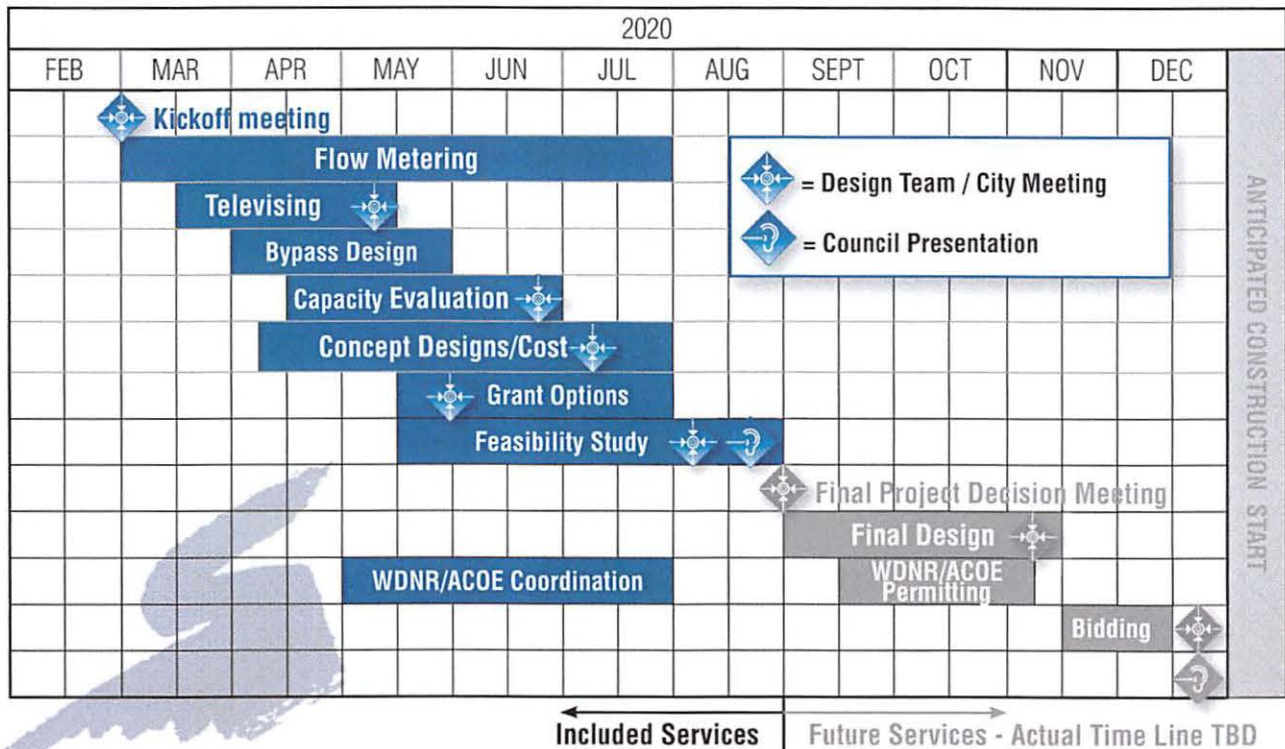
We will proceed with final design of the selected solution as soon as practicable. Our goal is to have the final design ready for 90% review in late summer of 2020, dependent on the selected designs' access challenges, permitting, shoreline protection needs, and potential grant application review periods.

Final plans, specifications, and bidding goal: Future Services - Time line TBD

Construction start goal: Future Services - Time line TBD

Completion goal for the above tasks: June 2020

*Note: If any immediate pipeline repair needs are found during televising, Foth will work quickly with the City to assist with a solution.



3 Project Experience



3 Project Experience



YOUR NEEDS MATCH OUR EXPERIENCE

Our team is the perfect fit for your project! Here are just a few highlights of recent Foth team experience that demonstrate how our customized team is ready to step right in and serve on the South Side Interceptor project:

Flow Metering

Our flow meter team stands ready to install multiple ISCO 2150 flow meters in the system upon our notice to proceed with the study. Mike Yeager is the same team leader who previously worked with the City of Sheboygan performing confined space entry for meter installation, data collection/downloading for 5 separate sites for approximately a year, with relocation of 3 meters to new sites for an additional 7-8 months. We are currently using 6 meters for a Village of Mount Pleasant I/I study and are actively managing 2 meters currently in the Village of Caledonia for a sewage attenuation basin project. We have the relevant experience to immediately implement a well-planned metering system, and to download and manage the flow data in ISCO's integrated Flowlink Software.

Sewer Rehabilitation and Bypass Pumping Designs

Tom Ludwig and Rachael Kranz have managed and performed numerous pipeline rehabilitation designs including one located on a Lake Michigan beach bluff and large diameter relining projects for the Minneapolis Metropolitan Council Environmental Services - all involving extensive traffic control

and bypass pumping plans. Dale Broeckert previously worked for a CIPP installing contractor and has first-hand experience in the entire process.

Sewage Pumping Station Evaluation and Design

Dale Broeckert and Matt Eberhardt have evaluated existing sewage pumping station and forcemain systems and designed key regional facilities including our current Mount Pleasant TID 5 development 40 MGD (future 75 MGD) sewage pumping station.

Facility Planning and Cost Effective Analysis

Tom Ludwig and Matt Eberhardt have both recently completed two Regional I-94 corridor facility plans that identified the least cost alternative to serve the Villages of Caledonia and Mount Pleasant for over 20 miles of sewer system.

Major Conveyance System Design and Construction

Tom Ludwig and Matt Eberhardt are currently leading, the design efforts for the Mount Pleasant TID 5 Interceptor system. The sewer is about 50% complete with the pump station beginning in early 2020. Dale Broeckert is assisting with the pumps and controls design for the pumping station \$30 million sewer infrastructure improvement. John Laning is heading up construction management and Drew Miazga is providing all necessary design survey and construction staking.

Funding

Brian Hinrichs leads a very successful grant and low interest loan funding team, with some of that success highlighted below.

GRANT AND FUNDING ASSISTANCE

Foth provides proven professional assistance with funding strategies, application development, grant administration and special appropriation requests. In the past two years, Foth has assisted our clients in obtaining more than \$45,000,000 for sediment management and coastal infrastructure projects.

We regularly research alternatives, prepare applications and coordinate supporting data for grants, from \$20,000 to more than \$5 million, for single projects. Grant administrative services are provided through construction and project close-out. Our project managers are experienced with designing and scheduling projects within grant requirements, as well as agency expectations, for project success.

CONSULTING SERVICES	GRANT & LOAN PROGRAMS	
<ul style="list-style-type: none"> ◆ Grant Database Search ◆ Grant Eligibility Studies ◆ Grant Funding Strategies ◆ Applications/Administration ◆ Interagency Coordination ◆ Preliminary Engineering/Technical Reports ◆ Tax Incremental Finance ◆ Special Appropriations Requests 	<ul style="list-style-type: none"> ◆ Comprehensive Planning ◆ Economic Development ◆ Highways/Roadways/Streets/Railroads ◆ Harbors/Rivers ◆ Lake Management ◆ Municipal Buildings ◆ Nonpoint Pollution ◆ Public Utilities 	<ul style="list-style-type: none"> ◆ Public Water Supply & Distribution ◆ Parks & Recreation ◆ Stormwater/Watershed ◆ Wastewater Collection & Treatment



MICHIGAN BOULEVARD RELINING, PHASE 1 AND PHASE 2

Caledonia Utility District, Racine County, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Forcemain relining along the Lake Michigan shoreline, CIPP lining, condition assessment.

After a sinkhole appeared over the forcemain along the lakefront on Racine's Michigan Boulevard, Foth was consulted to provide alternatives to costly pipebursting and replacement alternatives for the 30 inch diameter pipe. Owned by the Caledonia Utility District, televising revealed the pipe to have sustained substantial corrosion and collapsed portions due to the buildup of hydrogen sulfide gas in portions of the gravity sewer.

This force main passes in front of the Racine Water Treatment Plant and crosses underneath the large water mains serving the Greater Racine area. Due to the political impacts of the project, Foth was required to determine the least invasive method of repair, while meeting the needs of the City of Racine, Caledonia Utility District, and Racine Water Utility.

Ultimately, 2,100 lineal feet of structural cured-in-place pipe was installed during Phase 1.

- ◆ The project and all restoration was completed by Memorial Day weekend, which was the deadline imposed by the City of Racine.
- ◆ The structural liner specified by Foth ensures that the pipe is structurally sound, that no additional deterioration of the pipe occurs, and that impacts to the City of Racine are minimized.
- ◆ The structural liner was installed \$100,000 under original budget.
- ◆ The Utility saved more than 15% over the cost of traditional methods of pipe installation.

Phase 2 required more extensive coordination with various public agencies due to its location, including the City of Racine Department of Public Works, the Racine Wastewater Utility, Racine County Department of Public Works, Racine Aldermen, Village of North Bay, Racine Convention and Visitors Bureau, and Racine Zoological Park. The active coordination helped determine when each regulatory agency would allow work to be performed at each site. Of the 12 access points, each had separate requirements for when work could be performed. Sites 1-3 are within the City of Racine, adjacent to a major beach and on a bus route. Work was not allowed during summer or winter at these sites. Since the road is a bus route, Racine limits winter construction to allow for quick snow removal, and the routes are designated "clean street" routes, which means they are completely cleared of snow. Many activities are centered on North Beach during summer, so construction was not feasible during that time.

Sites 4 and 5 are within the zoo property. Since visitor activity is higher during the summer months, work was restricted to late fall and winter months. Sites 6, 7, 8 and 9 are all within Racine on residential streets and have few restrictions. Sites 10, 11 and 12 are on a Racine County road and also have few restrictions.

Communication with elected officials in Racine and North Bay was initiated to provide a contact point for any concerns or issues that the constituents have during construction.

REFERENCE

Bob Lui, Village of Caledonia Utility District Manager
333 4 1/2 Mile Road, Racine, WI 53402
(262) 681-3900 | Email: blui@caledoniautility.com



NORTH AREA INTERCEPTOR REHABILITATION PHASE 8, FRIDLEY, MN

**Metropolitan Council Environmental Services,
Minneapolis-St. Paul Metropolitan Area**

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Large diameter CIPP rehabilitation, MH rehabilitation, high capacity bypass pumping design.

This project includes the design for the largest pipe diameter with CIPP lining ever undertaken by MCES at 96 inches. Complete in 2017, this project included design, bid document preparation, and construction support services for the rehabilitation of portions of four interceptors. Additional project highlights include:

- ◆ Design for the rehabilitation of 6,200 LF of 48-inch to 96-inch pipe.
- ◆ Design of 5 complex corrosion resistant structures.
- ◆ Manhole rehabilitation design using FRP inserts.
- ◆ Design including concrete encased FRPMP structures of various sizes.
- ◆ Design for the installation of 160 LF of dual 42-inch forcemain.
- ◆ Design for a complex temporary conveyance system to accommodate very high flows of 30,000 gpm daily average and 60,000 gpm daily peak.
- ◆ Design for the reconstruction of a baseball field.
- ◆ Design for the reconstruction of 2,000 LF of bituminous trail.
- ◆ The project location was parallel and perpendicular to two CenterPoint Energy large transmission lines (600 psi). It was designed for the protection of the gas lines included soil stabilization grouting, settlement monitoring, and vibration monitoring.
- ◆ Installation included tunneling under the BNSF Railroad.
- ◆ Design for several large FRP structures to improve hydraulic conditions and improve accessibility for MCES Operations staff.

Southside Interceptor System
City of Sheboygan, Wisconsin | November 2019 (Updated January 2020)



INTERCEPTOR 7122 PHALEN REHABILITATION

**Metropolitan Council Environmental Services,
Minneapolis-St. Paul Metropolitan Area**

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Large diameter CIPP rehabilitation, MH rehabilitation, high capacity bypass pumping design.

This project included design, bid document preparation, and construction support services for the CIPP lining of existing of 72-inch RCP and the rehabilitation of 19 associated manholes located in City of St. Paul, MN parkways, Lake Phalen Regional Park, and Phalen Golf Course, a City owned public course. Additional project details include:

- ◆ Design for the CIPP lining of Design for 8,200 LF of 72-inch RCP
- ◆ Design the rehabilitation of 19 manholes with fiberglass inserts and coatings
- ◆ Design for the construction of 1 new manhole
- ◆ Design of the temporary bypass system required to convey average daily flows of 7,200 gpm
- ◆ Design of a subsurface stormwater drain system
- ◆ Design for restoration of the Phalen Golf Course
- ◆ Coordination with City of St. Paul Parks and private management company at Phalen Golf Course
- ◆ Construction inspection services were also provided for this project under a separate MCES contract.



1-MN-341 Interceptor Rehabilitation during construction and after site restoration.

1-MN-341 INTERCEPTOR REHABILITATION

Metropolitan Council Environmental Services, Minneapolis-St. Paul Metropolitan Area

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Large diameter CIPP rehabilitation, MH rehabilitation, utility relays, high capacity bypass pumping design.

This project included design, preparation of bid documents, and construction support services for interceptor sewer reconstruction through a sensitive area (the Roberts Bird Sanctuary) causing opposition from several groups. The project required permitting and coordination with multiple stakeholders including the City of Minneapolis, Minneapolis Park and Recreation Board, Minneapolis Neighborhood Associations, Minnehaha Creek Watershed District, Minnesota Department of Natural Resources, and the US Army Corps of Engineers.

The failing manholes within the Roberts Bird Sanctuary were constructed on the cast-in-place concrete interceptor. These manholes were replaced using polymer mortar structures supported on helical piles. This provided a continuous rehabilitated system after CIPP lining installation. The area's poor soil conditions were cause for concern relative to neighborhood impacts. Foth developed a plan to support the reconstructed pipes and structures on helical piles, minimizing construction vibration and providing long-term stability to the installation.

Foth supported communicating the construction details, work impacts, and restoration improvements. Ongoing communication with Minneapolis Park and Recreation Board and neighborhood associations was essential to the success of this project.

The project included the design for:

- ◆ Rehabilitation of 16,000 LF of sanitary sewer ranging from 9-inch to 60-inch diameter.

"In early design, Foth conducted the Lean Project Delivery Process to identify critical milestones, tasks and potential impediments to making this a successful project. As a result the design met the challenges of the neighborhood political issues, geological issues, and utility conflicts....."

Rex Huttes, PE, MCES Project Manager on the 1-MN-342 Interceptor Reconstruction

- ◆ Removal and replacement of
 - 2,800 LF of 9-inch VCP gravity sewer line with 12-inch PVC;
 - 600 LF of 6-inch watermain;
 - 1,300 LF of 12-inch to 18-inch RCP storm sewer; and manholes on piling.
- ◆ Reconnection of 80 sanitary services.
- ◆ Helical piles to prevent pipe sags and manhole settlements.
- ◆ Rehabilitation of 700 LF of 33-inch pipe with CIPP.
- ◆ Reconnection of 32 water services.
- ◆ Replacement of 9,200 square yards of bituminous pavement.
- ◆ Sheeted access shafts to allow for the required space for lining and construction of a new accessibility structure at the nonstandard brick manholes built on the 60-inch portion of the interceptor.
- ◆ MH rehabilitation.
- ◆ Tunneling plan to protect a 42-inch Lockbar water transmission line (owned by the City of Minneapolis), including soil solidification preventing settlement during construction.



TID #5 SANITARY SEWER INTERCEPTOR SYSTEM

Village of Mount Pleasant, Racine County, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Interceptor concept study and design, feasibility and cost evaluations, future capacity planning, permitting.

The State, County and Mt. Pleasant successfully attracted a manufacturer from China to locate a new \$10B, 22,000,000 square foot production campus within the Village of Mt. Pleasant. The State, County, and Village are providing infrastructure incentives to facilitate the new development, as well as the 13,000 anticipated new jobs. The Village of Mt. Pleasant has retained Foth to provide all planning, design and construction phase engineering for the new sanitary sewer system that will extend from the shores of Lake Michigan to serve the development and major adjacent areas within the Village, as well as a large portion of the Village of Caledonia along Interstate 94.

The Tax Increment Financing District #5 project includes design and construction services for over 40,000 lineal feet of gravity sanitary sewers ranging from 24 to 60 inches in diameter, over 40,000 lineal feet of 36 inch force main and a 36 MGD lift station (expandable to 75 MGD). Multiple railroad crossings, coordination with WisDOT, and highway permits were required as well as coordination with a team of consultants, private utilities and local, county and state stakeholders.

Unique fast track program/facility planning, permitting and design concepts were developed to enable the project to save over \$50M in future infrastructure costs and provide service to over 10 square miles. Foth was initially retained by Racine County and the Village of Mount Pleasant to assist the Racine County Economic Development Corporation in strategy development, site

selection and evaluation, preliminary engineering and presentation assistance. Foth was also the engineering representative with the Wisconsin delegation that traveled overseas to successfully bring the project to Wisconsin.

Foth worked with Racine County and both Villages (Mt Pleasant and Caledonia) to identify cost allocation and coordination. The Foth team coordinated and evaluated project delivery in order to facilitate successful project completion, evaluating the prepurchasing of key material items to meet tight construction requirements.

The project required coordination with WDOT, WDOA, Racine and Kenosha Counties, Racine Water and Wastewater Utilities and SEWRPC.

REFERENCE

Tony Beyer, PE, Mt. Pleasant Village Engineer/Sanitary Sewer & Storm Water Utility Manager
8811 Campus Drive
Mt. Pleasant, WI 53406
PH (262) 664-7800
tbeyer@mtpleasantwi.gov

I-94 REGIONAL INTERCEPTOR SEWER AND WATERMAIN EXTENSIONS Caledonia, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Interceptor concept study and design, feasibility and cost evaluations, lift station design, future capacity planning, permitting.

Due to growing commercial interest in the area along the I-94 corridor between Milwaukee and Chicago, the Village of Caledonia recognized the need to extend sewer and water facilities to the Interstate to facilitate quality development in their community. The Caledonia Utility District was tasked with extending both utilities from the current connections approximately 2 miles to the south of its border with the Village of Mount Pleasant. The District hired Foth to develop the facility plan to determine the most cost effective approach to serving the 6 mile I-94 corridor in Caledonia (an area of approximately 8 square miles).

The plan included the extension of 2 miles of 48 inch, 42 inch, and 36 inch diameter gravity sewer, an 8.7 MGD lift station, 2.5 miles of dual 18 inch diameter forcemain, and approximated 5 miles of 20" and 16" forcemain. Foth provided facility planning, design and construction observation services, as well as the technical and cost estimating portion of the Tax Increment Financing (TID) feasibility study.

The study was the precursor to the creation of TID 4, which provided for the financing the \$22 million in improvements:

- ◆ 8.7 MGD Lift Station
- ◆ 11,000 lf of dual force main
- ◆ 5,500 lf of 42 inch and 36 inch diameter interceptor sewer
- ◆ 5,500 lf of 16 inch diameter water main
- ◆ Coordination with multiple municipal jurisdictions

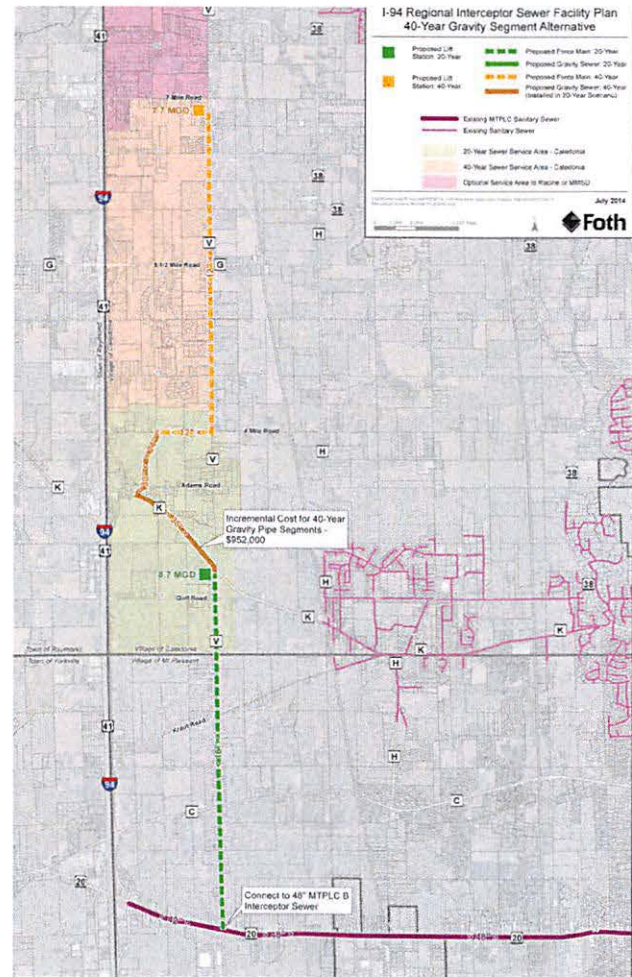
Foth also assisted with the complex inter-municipal agreements with the City of Racine for purchased treatment capacity and the Village of Mount Pleasant for the conveyance capacity for connection to an existing interceptor sewer system.

The project required coordination with the Army Corp of Engineers, Wisconsin Department of Natural Resources, Wisconsin Department of Transportation and Racine County.

REFERENCE

Caledonia Utility District
Robert Lui, District Manager
333 4 ½ Mile Road, Caledonia, WI 53402
PH (262) 681-3900
blui@caledoniautility.com

Southside Interceptor System
City of Sheboygan, Wisconsin | November 2019 (Updated January 2020)



"I really enjoy working with Foth. Their energy and enthusiasm and smart approach to projects makes it a pleasure to work with them."

**Robert Lui, Manager Caledonia
Utility District, Wisconsin**



CTH K&V SANITARY SYSTEM EXTENSION Caledonia, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Interceptor and forcemain concept study and design, lift station design, future capacity planning, permitting.

REFERENCE

When the Caledonia Utility District in Racine County, Wisconsin decided to create a new TID District and provide service to an unserved area of the Village with huge development potential, Foth was there to help. Foth provided sanitary and water planning, design, and construction services. The result was three projects that showcased Foth's abilities:

- ◆ CTH K Interceptor Sewer - 6,000 lf 36 inch and 42 inch diameter interceptor sewer along CTH K to collect and convey wastewater for the developing lands around the I-94 and CTH K corridor.
- ◆ K&V Lift Station - 4.5 MGD lift station that is expandable to 8.3 MGD as need dictates. The 40 feet deep reinforced concrete structure was designed to serve the entirety of the I-94 corridor in Caledonia. Foth coordinated and completed site selection, environmental and facility permitting, civil site, structural, and architectural designs, process engineering and construction management and startup.

Inside of the unassuming aesthetic are pump, hatch, generator room, electrical controls, and mechanical rooms. Each room has been laid out and planned for the addition of respective items needed for the full capacity buildout.

The finished product has a multi-tone stone facade, landscaping, and a functional pavement area that does not intrude on the surrounding rural landscape.

- ◆ CTH V Force Main - Including an 11,000 lineal feet long, 18 inch diameter, dual force main system installed along CTH V to a waiting interceptor in the adjacent community. Alternative force main materials, construction methods, and winter construction were incorporated into the plans and specifications to increase competitiveness in the bids.



HOODS CREEK LIFT STATION AND PIPING Caledonia, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Lift Station and forcemain concept study and design, future capacity planning, permitting.

The Hoods Creek Lift Station had reached the end of its useful life and was unable to safely convey the sewage demands, especially during peak wet weather storm events.

The recommended alternative was to construct a sewage attenuation basin upstream of the Hoods Creek Lift Station. The attenuation basin was designed to limit the flow rate of wastewater to the lift station such that the capacity of the station would not be exceeded and capacity issues in the downstream sewer would be alleviated. The attenuation basin will receive flow from two major interceptors in the system.

The ultimate 2035 peak flow through the interceptor system is 12 MGD. The Hoods Creek Lift Station ultimate capacity is limited to 5.3 MGD, thus, the peak diversion flow to the attenuation basin is planned at 6.7 MGD. The basin is designed with an ultimate storage capacity of 4.5 MGD. XPSWMM modeling was utilized to simulate the 40 year level of protection storm recommended by the Racine Wastewater Utility.

The project is located within a planned subdivision and the control building was designed as a residence to conform to the subdivision's architectural standards. The basin is completely underground covered by turf grass and conventional landscape features.

REFERENCE

Bob Lui, Village of Caledonia Utility District Manager
333 4 1/2 Mile Road, Racine, WI 53402
(262) 681-3900 | Email: blui@caledoniautility.com



SUPERFUND SITE Ashland, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Shoreline wave and ice protection, structural analysis and design, special permitting.

Design-build contract to design and install a 1,400 foot-long shoreline bulkhead wall along Chequamegon Bay, Lake Superior near Ashland, Wisconsin. The wall was designed and constructed of sealed interlocking hot-rolled steel sheet pile driven into the underlining sediment along with a tieback anchoring system. The system was designed to withstand ice heave and shoving as well as rotational forces caused by unsupported excavation of sediment on the lakeside. The pile was coated with epoxy to protect the steel from corrosion common along the south and west shoreline of Lake Superior.

Foth provided the geotechnical evaluation, structural modeling and failure analysis, and permitting. Foth also provided construction-related services as part of a Joint Venture including construction quality assurance.

Foth was also retained by Xcel Energy to design and build a breakwater to provide wave sheltering in order to carry out dredging of contaminated sediments in Chequamegon Bay, Lake Superior.

Foth provided the geotechnical evaluation, design and permitting services for the construction of the 840 foot-long breakwater which involved placing 56,000 tons of stone. Extensive coordination was required between Foth and WDNR, USEPA, USACE, USCG, and the City of Ashland. Foth worked closely with the City to plan trucking haul routes and noise mitigation in order to maintain the 24-hour construction schedule. Through Foth's construction management of this expedited project, the client saved \$1.1M.



BREAKWATER Port Washington, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Shoreline design, state and federal grants, special permitting.

This project involved the design of improvements to the seawall attached to the north breakwater. The nearshore seawall was widened to create an ADA accessible fishing/viewing platform, which will improve the shoreline, and provide tourism, recreational, and educational opportunities.

The seawall, breakwater and the art deco lighthouse, located on the end cap, are major tourist attractions and central to the City's identity. The existing vegetated and rubble-filled disturbed parcel will be revegetated with native habitat communities to provide improved wetland habitat. A stormwater wetland/forebay will filter runoff from adjacent parking lots, streets, and developed properties. A multi-use path will extend the existing harbor walk to connect with the County's Inter-Urban Trail. Educational elements will be incorporated into the gateway project, describing wetland benefits, critical species, and provide information about nearby nature areas and restoration projects.

To help fund this project, our team was instrumental in securing over \$4 million from various federal and state grants. We worked closely with WDNR and USACE to obtain the necessary permits for the project. The Gateway Project provides increased recreational access to the seawall area, including fishing, birdwatching and non-motorized boat access. The project also serves as a stormwater filter from runoff originating from the nearby parking lot.



DOCKWALL REHABILITATION

Kewaunee, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Shoreline rehabilitation, structural analysis and design, special permitting

The aging Kewaunee Harbor dockwall was deemed too hazardous for public use when sink holes started to form behind the dockwall and the concrete cap was crumbling into the harbor channel.

With funding from Wisconsin's Harbor Assistance Program (HAP), the City of Kewaunee hired Foth to design a new dockwall that would replace 720 feet of city-owned dockwall. The new design uses high grade steel with a tie-back anchor system to combat the poor quality soils present throughout the site. The straight alignments of the wall will enable charter fishing and recreational boats to dock, allowing direct access to businesses along the waterfront and within Kewaunee's downtown.

To further enhance Kewaunee's waterfront and create a destination for locals and visitors, the Harbor Park adjacent to the new dockwall also received site improvements. A new central plaza space serves as the gateway to a riverfront walkway which extends the length of the new wall and connects to the concrete pier leading to Kewaunee's historic lighthouse. The height of the dockwall was lowered in some locations using a natural stone stepped slope to allow for public access to the water. New pathways are lit by low level lighting to enable park use in the evening. Fishing stations with ADA access along the dockwall walkway further foster Kewaunee's active fishing community.

The design brings together many users in a harmonious way and helps the City's ongoing effort to revitalize Kewaunee's downtown.



SEAWALL AND STONE REVETMENT

Town of Scituate, Massachusetts

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

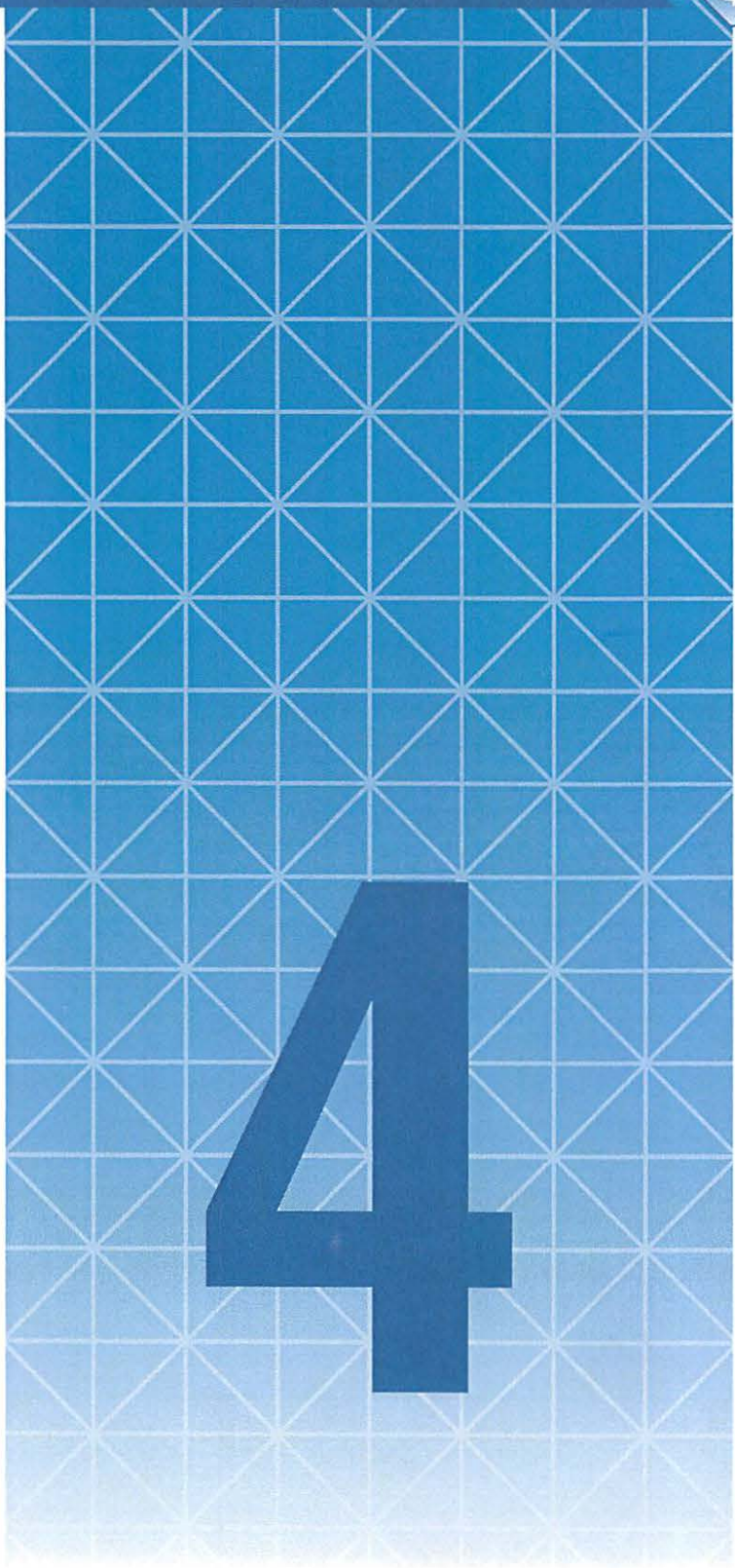
Shoreline rehabilitation, structural analysis and design, special permitting

Foth was selected by the Town of Scituate, MA to perform an engineering evaluation, topographic survey, subsurface investigations, engineering design, environmental permitting, preparation of bid documents, contractor bidding services, and construction management for the replacement of approximately 2,000 linear feet of existing concrete seawall and stone revetment along Oceanside Drive in Scituate, MA.

The replacement seawall consisted of a steel reinforced, cantilever concrete structure, approximately 18 feet high, and included a shear key along the base of the footing for increased stability during coastal storm events. The new seawall section was raised approximately two feet to enhance coastal resiliency against storm and wave action and account for future sea level rise. Weep holes were installed to alleviate water pressure behind the new wall section, and 10-ton revetment stone was designed and placed in front of the wall to protect the structure from scour.

Foth also provided construction services which included review/recommendations of contractor submittals and shop drawings, and coordination/clarification of contractor requests for information. This project was successfully completed on-time and within budget despite the added challenge of being in close proximity to existing homes.

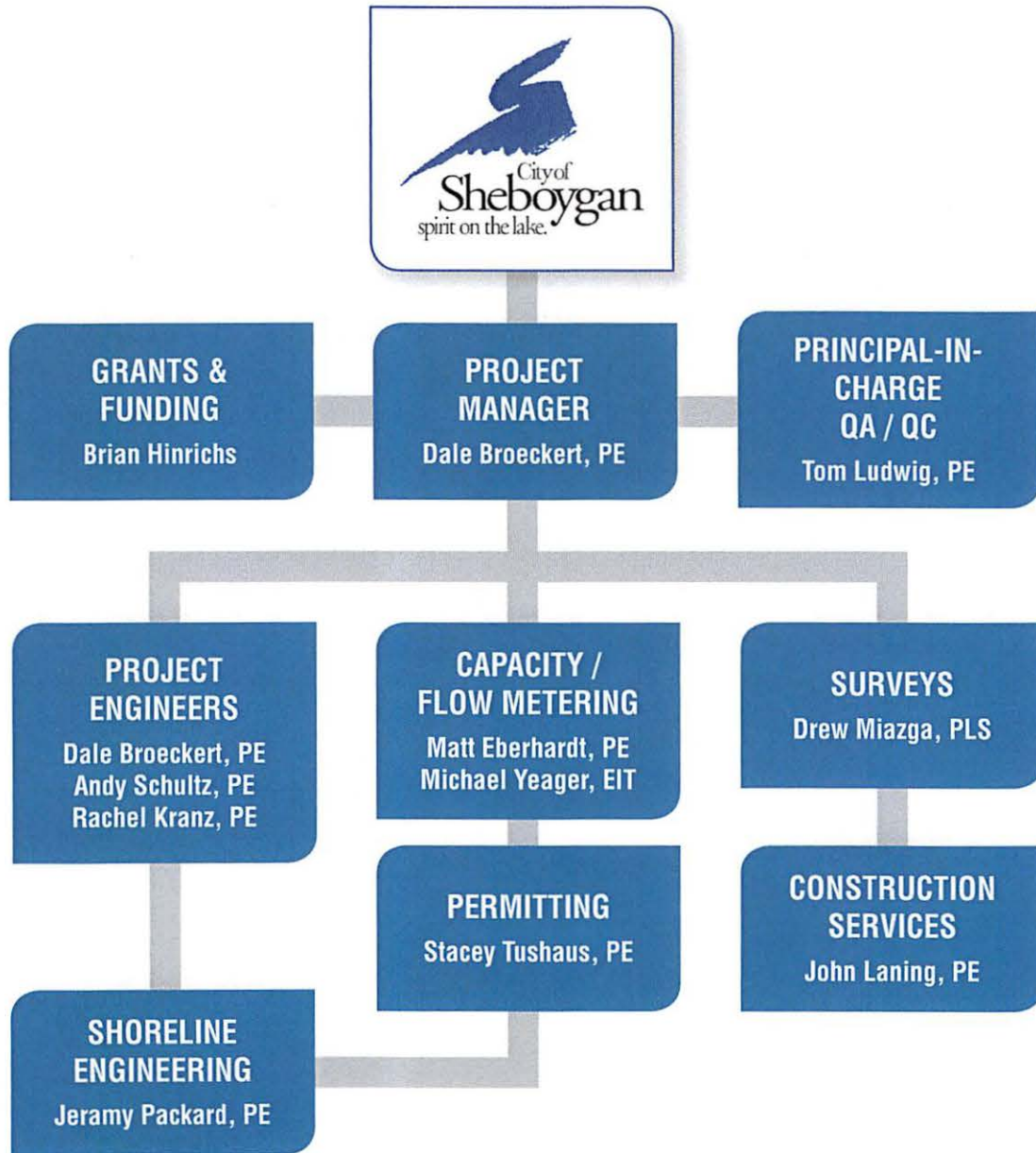
4 Project Team



4 Project Team



TEAM ORGANIZATION





EDUCATION

BS Civil and Environmental Engineering, University of Wisconsin-Madison

REGISTRATION

Wisconsin PE

RELEVANT SKILLS

Pump & Hydraulic Specialist
Post-NASSCO Certified Trainer
CIPP Install & Spot Repair
Utility Design
Project Management
Client Relations

Dale Broeckert, PE

Project Manager, Lead Project Engineer

Dale has over fifteen years of experience in the areas of civil engineering, construction estimating/management, CIPP installation and spot repairs, water system design, engineered water & wastewater pump and control systems.

Over the past several years Dale has served as a sales engineer working directly with various consulting engineers and system owners/operators throughout Wisconsin. His focus was on water & wastewater pump and control/SCADA systems with duties including detailed review and design assistance, system troubleshooting, product solutions & recommendations, specification & drawing review, cost proposals, bidding, project management and system startup/training. Dale has created a strong network throughout Wisconsin's water & wastewater industry through his past sales engineering position. Dale was a Foth member from 2007-2011, and returned in 2019.

- ◆ River Bend Lift Station, Village of Caledonia, Wisconsin. Project manager, designer, pump system equipment and hydraulic specialist for capacity improvements to the River Bend Lift Station. The project involves doubling the existing station capacity from approximately 9 MGD to 19 MGD. Improvements include adding a new parallel force main, replacement of existing pumping & control equipment and providing an automated emergency by-pass system.
- ◆ Dominican Lift Station Facilities Plan, Village of Caledonia, Wisconsin. Project manager, designer, pump system equipment and hydraulic specialist for the Dominican Lift Station Facilities Plan. The project involves increasing the existing lift station capacity to handle the future flows from a developing TID. The Facility Plan involves determining the future needs and evaluating the most cost effective options/alternatives for the lift station improvements.
- ◆ TID 5 Attenuation Basin Facilities Plan, Village of Caledonia, Wisconsin. Project manager, designer, pump system equipment and hydraulic specialist for the TID 5 Attenuation Basin Facilities Plan. The project involves adding an attenuation basin to handle the future flows

from a developing TID. The Facility Plan involves determining the future needs and evaluating the most cost effective options/alternatives for the station.

- ◆ Brazeau Sanitary District No. 1 - Lift Station Evaluations & Rehabilitation, White Potato Lake, Wisconsin. Pump system equipment & hydraulic specialist, equipment project manager and estimator for the rehabilitation of six (6) dry pit/wet well sewage lift stations. A pump system evaluation was performed at each station to determine the capacity shortfalls, reasons for pump ragging/plugging issues and the control improvements required. The outcome of the project provided the District with significant cost savings by rehabilitating the existing lift stations to like-new condition, increasing capacity, meeting current electrical codes and eliminating the pump clogging/ragging problems in the stations. (for others)
- ◆ Ross Avenue and Mesker/Colleen Lift Station Replacements, Weston, Wisconsin. Pump system equipment & hydraulic specialist, equipment project manager and estimator for the replacement of two (2) submersible sewage lift stations. Pump selections were performed at each station to optimize the stations' performance and minimize clogging/ragging. Premium efficient pumps with vortex impeller designs and new VFD control systems were installed at each station. (for others)
- ◆ Working for a Contractor: Various CIPP installations and spot repairs throughout Wisconsin and Minnesota. Project manager, estimator, and QA/QC specialist. Oversaw thousands of linear feet of pre/post televising, liner curing process, liner testing, re-opening laterals, and final cleanup and closeout.

**EDUCATION**

BS Civil Engineering
University of
Wisconsin-Milwaukee

REGISTRATION

Wisconsin PE

RELEVANT SKILLS

Feasibility Studies
Cost Evaluations
Utility Design
Project Management

Tom Ludwig, PE**Principal-in-Charge, Quality Assurance / Quality Control**

Tom is Foth's principle-in-charge for civil engineering and municipal planning services. He has over 32 years of civil engineering experience in all facets of municipal, sanitary, road, bridge, stormwater management, and water distribution engineering. He has managed projects from inception through budgeting, facility planning, design, and the eventual construction management phase, gaining comprehensive knowledge of local municipal government in the process. This invaluable experience enables him to assist municipalities and utilities with any of their engineering project needs. Tom is responsible for overall client services, resources and quality control and is the State Operations Director for Foth's three Wisconsin offices and manages Foth's sanitary sewer and water main utility projects consisting of facility planning, sewer and water main master planning and modeling, design, special assessments, and construction management.

- ◆ Michigan Boulevard Relining Project, Caledonia Utility District, City of Racine, Racine County, Wisconsin. Principle-in-Charge for a forcemain pipe located on the top of a sandy bluff along Lake Michigan, within the City of Racine, and owned by the Caledonia Utility District. The forcemain was televised and found to have substantial corrosion and collapsed portions due to the buildup of hydrogen sulfide gas in portions of the pipe which are actually gravity sewer. The project involved researching potential repairs to the pipe and coordinating with various City of Racine departments for approvals. The project resulted in a structural relining of the pipe and the televising of the rest of the two miles of sewer pipe to determine possible further damage.
- ◆ TID #5 Sanitary Sewer Improvements, Village of Mount Pleasant, Racine County, Wisconsin. Principal in charge for water and sewer infrastructure extension planning, cost estimates, design, and construction phase engineering for a new sanitary sewer system extending over 16 miles from Lake Michigan. The extension will serve Foxconn and the I-94 corridor in

both Mount Pleasant and Caledonia. Tom was involved in the initial development planning efforts to attract the manufacturer to Racine County, working with the Racine County Economic Development Corporation (RCEDC) to assist the Village, County, and State of Wisconsin. The successful, multi-agency effort attracted the Foxconn campus within the Village of Mount Pleasant.

- ◆ I-94 Sanitary Sewer Interceptor Facility Planning Report, Design, and Construction, Caledonia Utility District, Racine County, Wisconsin. Principal in charge responsible for the team developing a facility plan to determine the most cost effective approach to extending sewer service to the 6 mile I-94 corridor in Caledonia. The plan included the extension of two miles of 48 inch, 42 inch, and 36 inch diameter gravity sewer, an 8.7 MGD lift station, and 2.5 miles of dual 18 inch forcemain, as well as preparing the engineering report for submittal to the DNR for review and approval. In response to growing interest in developing the I-94 corridor between Milwaukee and Chicago, the Village of Caledonia recognized the need to extend utilities to the interstate to attract highly beneficial land uses to their growing community and was tasked with extending both utilities from the previous termination points to approximately 2 miles to the south of its border with the Village of Mount Pleasant. Tom was an integral part of the negotiation team for the inter-municipal agreements with Racine and Mount Pleasant.
- ◆ Hoods Creek Lift Station, Caledonia Sewer Utility District No. 1, Village of Caledonia, Wisconsin. Project manager for the design of a pre-fabricated, high-capacity lift station. The lift station is among the largest below grade steel lift stations ever built in Wisconsin - approximately 38 feet long, 14 feet wide, and 14 feet high and weighing roughly 54 tons. The station can convey a peak sewage flow of 3,000 gallons per minute (gpm) and will eventually handle 7,200 gpm with a 50-year capacity. The underground structure resulted in a significant time savings of 4-5 months and cost savings of 25-50% less than an above ground structure. The total cost of the project was \$1.5 million.



Andy Schultz, PE

Project Engineer

Andy specializes in municipal engineering services including project management and construction administration and management. His experience includes water and sewer utility modeling, planning, design and construction, as well as roadway design. He has an extensive background serving in the public sector which has gained him a strong understanding of budgetary challenges and responsibilities, as well as public coordination and communications. His work in construction has included contract compliance, dispute resolution, and constructability review.

EDUCATION

BS Civil Engineering
BS Environmental
Engineering, University
of Wisconsin-Platteville

REGISTRATION

Wisconsin PE

RELEVANT SKILLS

Utility Design
Utility Construction
Contractor Coordination
Cost Estimating
Constructibility
Project Management

- ◆ TID #4 Utility Extensions, Caledonia Water Utility District, Caledonia, Wisconsin. Project manager for the design and construction of a 4.5 MGD Lift Station, 11,000 lineal feet of dual force main, 5,500 lineal feet of 42 inch and 36 inch diameter interceptor sewer, and 5,500 lineal feet of 16 inch diameter water main. The project also included extensive coordination with multiple municipal jurisdictions, three different general contractors, and environmental regulators.
- ◆ TID #5 Sanitary Sewer Improvements, Village of Mt. Pleasant, Wisconsin. Project engineer for planning and coordination for over 40,000 lineal feet of gravity sewers ranging from 24-54 inches in diameter, over 40,000 lineal feet of twin 24 inch diameter forcemains, and a 36 MGD lift station.
- ◆ CTH K&V, Village of Caledonia, Wisconsin. Project manager for the design of interceptor sewers and force main, as well as construction manager for all aspects of the extension of services to an unserved area of the village. The project included 6,000 lineal feet of 36 inch and 42 inch interceptor along CTH K, 11,000 lineal feet of 18 inch diameter dual force mains, and 4.5 MGD, 40 feet deep lift station.

- ◆ Hoods Creek Attenuation Basin, Caledonia Utility District, Caledonia, Wisconsin. Construction manager for the construction of a 1.5 million gallon, underground, reinforced concrete sewage attenuation basin, and a 4.5 MGD lift station designed with aesthetic treatments. The project includes the construction of four underground reinforced concrete structures, extensive site work, and regulatory coordination.
- ◆ Foxconn Development, Racine County, Wisconsin. Responsible for sewer planning and estimating on behalf of the team assembled by RCEDC to lure the manufacturer to Wisconsin. Performed many iterations of proposed service areas, densities, and contributing flows to preliminarily size gravity mains, lift stations, and force mains to serve the development area.
- ◆ Beaver Dam Site, Alliant Energy, Wisconsin. Responsible for sanitary sewer and water infrastructure planning for the 500 acre Certified Development site. Provided proposed corridors, quantities, and estimates to the client in order for them to analyze site feasibility.
- ◆ Ivy & West Johnson Area Water Relay and Sanitary Rehabilitation, Caledonia Utility District, Caledonia, Wisconsin. Project manager for the 2,800 LF of water main relay and 9,200 LF of sanitary sewer rehabilitation project. The project design was coordinated with two different Utility Districts to maximize bidding efficiency and to drive market competitiveness.
- ◆ Kremer Area Sewer and Water, Caledonia Utility District, Caledonia, Wisconsin. Construction manager for the utility and roadway reconstruction project which relayed 6,200 LF of sanitary sewer, 7,000 LF of water main, 7,100 LF of urban roadway construction, and 22,000 LF of sanitary sewer rehabilitation with CIPP and associated manhole rehabilitation.



Rachel Kranz, PE

Project Engineer

Rachel is an experienced design team member responsible for the planning, design and construction support of interceptor sewers, meter stations and lifts stations, in addition to municipal sanitary sewer systems. Rachel has coordinated and assisted confined space entry for structure and pipe condition assessments as part of preliminary design efforts. She has been responsible for pipeline condition assessment reports utilizing her NASSCO Pipeline Assessment Certification Program (PACP) certification. Her experience includes the design of cured-in-place lining for pipes ranging in size from 6-inches to 72-inches in diameter.

EDUCATION

BS Civil Engineering,
Iowa State University

REGISTRATION

Minnesota PE
Wisconsin PE

RELEVANT SKILLS

CIPP Specialist
CIPP Installation
NASSCO Certified
Utility Design

- ◆ Interceptor 7122 Phalen Rehabilitation, St. Paul, Minnesota, Metropolitan Council Environmental Services. Lead engineer. The project involved design, bidding document preparation, and construction support services for the rehabilitation of 8,200 LF of 72-inch with CIPP, rehabilitation of 19 MHs, and coordination with City of St. Paul and Ramsey County.
- ◆ 1-MN-341 Interceptor Rehabilitation, Minneapolis, Minnesota, Metropolitan Council Environmental Services. Lead project engineer for plans and specifications to rehabilitate 16,000 lineal feet of sanitary sewer varying in size from 33 inch to 60 inch diameter and MH rehabilitation. The project involved multiple agencies and stakeholders in the City of Minneapolis with work around sensitive park areas that require special design considerations as well as coordination with Minnehaha Creek Watershed District, MnDNR, and the Army Corps of Engineers. The project included 6,800 lineal feet of 33 inch and 39 inch diameter CIPP lining, 3,600 lineal feet of 60 inch diameter CIPP Lining and rehabilitation of 54 MHs by coating and removal/replacement.
- ◆ North Area Interceptor Rehabilitation, Phase 5, Blaine, Mounds View, and Fridley, Minnesota, Metropolitan Council Environmental Services. Rachel was the lead project engineer for

plans and specifications for the rehabilitation of three non-contiguous areas of Interceptor 4-NS-523 in the norther Twin Cities metropolitan area. The total interceptor rehabilitation length was approximately 8,338 lf of 30-inch to 66-inch pipe and included CIPP lining 7,500 feet of pipe varying from 36-inch to 66-inch diameters, sliplining 3,100 feet of 60-inch and 66-inch sanitary sewer, rehabilitation of 28 manhole structures, reconstruction of 250 feet of 30-inch sanitary sewer, rehabilitation of four flow meter structures and cleaning and televising 1,600 feet of 24-inch forcemain. Pipe rehabilitation methods evaluated for capacity impacts included both cured-in-place-pipe lining and slip lining. Manhole rehabilitation methods included FRP inserts, replacement polymer MHs, and MH reconstruction. Special site conditions included high groundwater, coordination with Minnesota Commercial Railway, and contaminated soils and groundwater. Coordination was also required with the Cities of Blaine, Circle Pines, Shoreview, Mounds View, and Fridley; Anoka and Ramsey Counties; Rice Creek Watershed District, and MnDOT.

- ◆ Golden Valley Interceptor Rehabilitation, Golden Valley, Minnesota, Metropolitan Council Environmental Services. Project manager and lead engineer for the rehabilitation of a sewer interceptor at three locations (due to corrosion and sags) within Golden Valley. The rehabilitation methods include a combination of CIPP lining, removal and replacement on helical piling, and tunneling. The total pipe length was over 2,050 lf of 24-inch to 36-inch pipe including 16 rehabilitated, reconstructed, or new manhole structures. Capacity analysis was a key component in selecting rehabilitation methods ensuring minimal or no loss of capacity to the owner. Coordination was required with Hennepin County, MnDOT, Bassett Creek Watershed Management Commission, and private commercial property owners.
- ◆ North Area Phase 10 Interceptor Rehabilitation, Hugo and White Bear Township, Minnesota, Metropolitan Council Environmental Services. Project engineer for the rehabilitation of 3,520 lf of 36-inch to 42-inch pipe, including 14 manhole structures. The pipe rehabilitation considerations included pipe condition assessment and cured-in-place-pipe lining design.

**EDUCATION**

BS Civil Engineering
University of Wisconsin-
Madison

REGISTRATION

Wisconsin PE

RELEVANT SKILLS

Permitting
Agency Coordination

Stacey Tushaus, PE**Permitting**

Stacey is a civil and environmental engineer with over 25 years of diverse engineering, permitting and management experience. Stacey has served as a project engineer for stormwater, sanitary sewer, water main, and landfill projects. Her stormwater management experience includes site drainage, erosion control, floodplain studies, MS4 permitting and grants for Phase II communities, and stormwater utilities. She has proven expertise in navigating the fluid complexities of regulatory permitting, understanding the importance of timing and how it affects the project schedule. Stacey brings excellent communication skills to all projects she undertakes, and she enjoys helping build strong relationships between communities and local and state regulators.

- ◆ Ongoing Environmental Compliance Services, Wisconsin. These projects involve ongoing coordination with local, state and federal agencies to obtain necessary storm water, construction, sewer/water extension, and wetland/waterway permitting or exemptions. Agencies include Wisconsin Department of Natural Resources, Wisconsin Department of Energy, State Historic Preservation Office, US Fish & Wildlife Service, and US Army Corps of Engineers.
 - Village of Mount Pleasant – TID5 Interceptor Sewer System, a multi-phased project to provide services to Foxconn and surrounding area
 - Caledonia Utility District - TID4 Sewer and Water, a multi-phased project to extend services to the I-94 Corridor
 - City of Oak Creek – 2018 Oak Creek I94 Utility Crossings
 - Caledonia Utility District – Riverbend Lift Station Safety Site
 - Caledonia Utility District – STH 32 Stream Restoration
 - Alliant Energy Corporate Services – Beaver Dam Business Park
 - Village of Caledonia Storm Water Utility District – Wind Dale and Wind Point West Storm Water Utility Improvements
- ◆ Recent Environmental Compliance Services, Wisconsin.
 - Village of Mount Pleasant – Project Flying Eagles (Foxconn) Environmental Services
 - Racine County – CTH K & V Roundabout
 - City of Oak Creek – I94 Ryan Road Water Main Replacement
 - Caledonia Utility District - TID #3 Industrial Park Water Main
 - Caledonia Utility District – Caddy Vista and Jellystone Park Utility Improvements
 - Caledonia Utility District – STH 38 Water Main
 - Caledonia Utility District - Hoods Creek Sewage Attenuation Basin
 - Caledonia Utility District – Ivy Lane Water Main
 - Caledonia Utility District – Wind Point Sewer Rehabilitation
 - Caledonia Utility District – Caddy Lane Water Main
 - Caledonia Utility District – DeBack Industrial Park
 - Caledonia Utility District - Kremer Area Road & Utility Reconstruction
 - City of Sturgeon Bay - Bradley Lake Wetland Forebay Project
 - Caledonia Utility District – Goley's Lane Sanitary Sewer
 - Caledonia Utility District – Birch Creek Lane Sanitary Sewer
 - Caledonia Utility District – STH 31 Water Main
 - Brown County Port & Solid Waste Department - Cat Island Chain Wave Barrier Construction



Matt Eberhardt, PE
Modeling

Relevant Expertise: Type it

MS Environmental Engineering, University of California, Berkeley
BS Civil Engineering - Environmental Option, University of Wisconsin-Madison
Wisconsin PE, Iowa PE

Matt is a civil and environmental engineer with over 17 years of engineering consulting experience. He is versed in all facets of wastewater including capacity planning, gravity and forcemain design and modeling, forcemain hammer analysis, lift station design, odor control, treatment, cost estimating, bidding practices, and operations and maintenance. This all-inclusive wastewater system knowledge provides our team and our clients with solutions to any of their wastewater needs.

- ◆ Wastewater Lift Station, Caledonia Utility District, Wisconsin. Project engineer for lift station design, including design of the pumping system. Project included evaluating pipe sizes for a multi-pipe force main, the use of motor-operated valves for automatic backup, calculation of energy savings from the use of VFDs, and facilitating phasing over a 40 year period. The ultimate design flow for this lift station is 16.1 MGD.
- ◆ Wastewater Lift Station, Mount Pleasant, Wisconsin. Project engineer for lift station design including the unique self-cleaning trench wet well and pumping system. This project included evaluating pipe sizes and combinations for a multi-pipe force main, forcemain hammer analysis, wet well scaled model and testing, and facilitating phasing. The initial design flow is 40 MGD and ultimate design flow is 75 MGD.
- ◆ Sewage Attenuation Basin, Caledonia Utility District, Wisconsin. Project engineer for Hoods Creek sewage attenuation basin design including process design of sewer interceptor diversion structures, influent/effluent pumping station, attenuation basin, and odor control system. This project utilized the GNA Hydrosel basin flushing system. The design capacity for this facility is 1.5 MG with a build-out capacity of 4.5 MG.
- ◆ Sanitary Sewer Evaluation Study, City of Edgerton, Wisconsin. Project engineer for the sanitary sewer evaluation study including installation of flow meters, flow data collection, data analysis, development of recommended infiltration and inflow mitigation actions, and composition of the final report.
- ◆ 50 Year Master Plan, Madison Metropolitan Sewerage District, Wisconsin. Project engineer for development of 50 year district wastewater master plan. Duties included analysis of sewage conveyance system, on-site inspection of district-owned pumping stations, and development of conveyance system technical report.



Michael Yeager, EIT
Staff Engineer

Relevant Expertise: Flow Metering

BS Civil Engineering
University of Wisconsin-Milwaukee
BS Geology/Geophysics
University of Wisconsin-Madison
Wisconsin EIT

Mike has been a civil engineer intern with Foth since June of 2017 and is a recent University of Wisconsin-Milwaukee graduate, earning his B.S. in Civil Engineering in May 2019. Mike has broadened his municipal engineering experience by assisting in projects from design through construction. He has civil design experience for sanitary sewer, water main and roadway projects, has generated construction quantities and specifications for the bidding process, and has performed construction inspections and staking for various municipal projects. He has also conducted flow monitoring and modeling on existing systems to analyze capacity needs.

- ◆ Chicory Rd Area Sanitary Sewer Eval, Village of Mount Pleasant, Wisconsin. Determined logistics of installation of sanitary sewer meter installation and data collection. Analyzed sanitary flow data to identify potential excessive infiltration and inflow (I/I) with large rain events. The Village of Mount Pleasant has an area of 9 basins within its limits that have been experiencing high sanitary flows and wanted to determine a scope of possible excessive infiltration.
- ◆ Sheboygan Flow Monitoring, City of Sheboygan, Wisconsin. Developed a Health and Safety Plan for confined space entry for meter installation. Monitored and collected data from sanitary flow meters to be analyzed.
- ◆ Sewer Capacity Modeling, Village of Caledonia, Wisconsin. Modeled entire sanitary sewer system in Civil 3D within the Village of Caledonia to determine the capacity of specific basins. Information from modeling was used to calculate capacity of new construction within the area.
- ◆ TID #4 DeBack Sewer & Water Improvements, Village of Caledonia, Wisconsin. Developed revised plot files, traffic control plans, and sized storm sewer pipes. Metered hydrant flows to determine if current system meets sprinkler system demands.
- ◆ TID #5 CTH KR & CTH H Sewer (GS-2), Village of Mount Pleasant, Wisconsin. Determined sanitary boring locations and sanitary manhole sizes. Developed details for sanitary manholes, sanitary sewer installation, erosion control, and construction. Refined locations of soil borings to analyze subsurface.



John Laning, PE
Construction Period Services

Relevant Expertise: Construction Administration, Inspection, and Oversight

BS Civil Engineering, University of Wisconsin-Milwaukee

Wisconsin PE

Mr. Laning has over 20 years of construction management experience, including transportation, municipal, utility, and site development projects. His experience includes supervision of construction inspection and survey crews, infrastructure management systems, and public and agency coordination with regard to construction efforts.

- ◆ TID #4 DeBack Phase 3 Sewer, Water, and Site Improvements, Caledonia Utility District, Wisconsin. Construction administration including hosting of preconstruction conferences, material submittals and approvals, construction project staffing, scheduling and oversight, and constructability review for construction of a sanitary lift station, force main and water main in an area containing wetlands.
- ◆ TID 5 CTH KR & CTH H Sewer, Village of Mount Pleasant, Wisconsin. Construction administration including hosting of preconstruction conferences, material submittals and approvals, construction project staffing, scheduling and oversight for the installation of deep sanitary interceptor sewer pipeline to service the FoxConn Development.
- ◆ STH 32 Road Reconstruction Utility Planning, Caledonia Utility District, Caledonia, Wisconsin. Construction administration and inspection including hosting of preconstruction conferences, material submittals and approvals, construction project staffing, scheduling and oversight.
- ◆ International Drive Sewer Extension, Village of Mount Pleasant, Wisconsin. Construction administration including hosting of preconstruction conferences, material submittals and approvals, construction project staffing, scheduling, oversight, and constructability review for installation of a sanitary sewer in the right-of-way prior to the commencement of WisDOT project road work within the same corridor.



Drew Miazga, PLS
Surveys

Areas of Expertise: 3D Laser Scanning, sUAS, ALTA/ACSM

AAS Land Surveying Technician, Nicolet Area Technical College

Wisconsin PLS

Drew is Professional Land Surveyor with experience in all aspects of land surveying, utilizing the latest in technology to ensure accuracy and efficiency for every project.

◆ Lead Surveyor for:

- Riverbend Lift Station Safety Site, Village of Caledonia Utilities, Wisconsin
- CTH V and K Roundabout Design, Racine County, Wisconsin
- STH 32 Road Reconstruction Utility Planning, Village of Caledonia Utilities, Wisconsin
- Jellystone Park Public Sewer and Water, Village of Caledonia Utilities, Wisconsin
- Caddy Lane Water Main, Village of Caledonia, Wisconsin
- Sewer and Water Mapping, Village of Caledonia, Wisconsin
- Wind Point Sewer Rehab, Village of Caledonia Utilities, Wisconsin
- Wind Dale Storm Drainage Improvements, Village of Caledonia Utilities, Wisconsin
- Wind Point West Improvements, Village of Caledonia Utilities, Wisconsin
- Storm Sewer GPS Locates, Village of Caledonia Utilities, Wisconsin
- TID 5 CTH H to Pike River Sewer, CTH KR & STH 32 Force Main, STH 11 to Braun Road Sewer, CTH KR & CTH H Sewer, Village of Mount Pleasant, Wisconsin
- TID 4 DeBack Sewer and Water Improvements, Village of Caledonia Utilities, Wisconsin
- Caddy Vista Utility Improvements, Village of Caledonia Utilities, Wisconsin
- International Drive Sewer Extension South, Village of Mount Pleasant, Wisconsin



Jeremy Packard, PE
Coastal Infrastructure

Relevant Expertise: Coastal infrastructure design | Permitting

BS Civil Engineering, University of Massachusetts

Massachusetts PE

Jeremy has 10 years of experience in civil engineering, including land surveying, roadway design, coastal infrastructure design, and environmental permitting. He has managed the design, permitting, and construction management of a variety of projects including seawall reconstruction and rehabilitation, shared-use paths, piers, docks, and revetments. His responsibilities include managing projects from the conceptual level through final design and construction, preparation and submittal of permit application, and development of construction level bid documents.

- ◆ Scituate Department of Public Works - 138 Edward Foster Road Seawall Replacement – Scituate, MA. Responsible for contract document preparation including design plans, cost estimates, and project specifications for the replacement of 185' of concrete seawall and stone revetment along the shoreline of Scituate, MA. Worked closely with the local conservation commission, Town DPW, and abutting homeowners to achieve successful project closeout.
- ◆ Scituate Department of Public Works – Oceanside 4th-6th & 7th-10th Seawall Replacement – Scituate, MA. Responsible for contract document preparation including design plans, cost estimates, and project specifications for the replacement of 1200' of concrete seawall and stone revetment along the shoreline of Scituate, MA. Provided bid canvas and construction administration services including submittal review and construction inspections and administration. Worked closely with the local conservation commission, Town DPW, and abutting homeowners throughout all project phases.
- ◆ Various Clients – Floodplain Services – Massachusetts: Provided floodplain services for various coastal clients throughout Massachusetts. Services include survey, analysis, and application preparation required for elevation certificates, LOMR's and LOMAs.



Brian Hinrichs, PSS
Grants and Funding

Relevant Expertise: Shoreline Grants and Funding Acquisition and Management

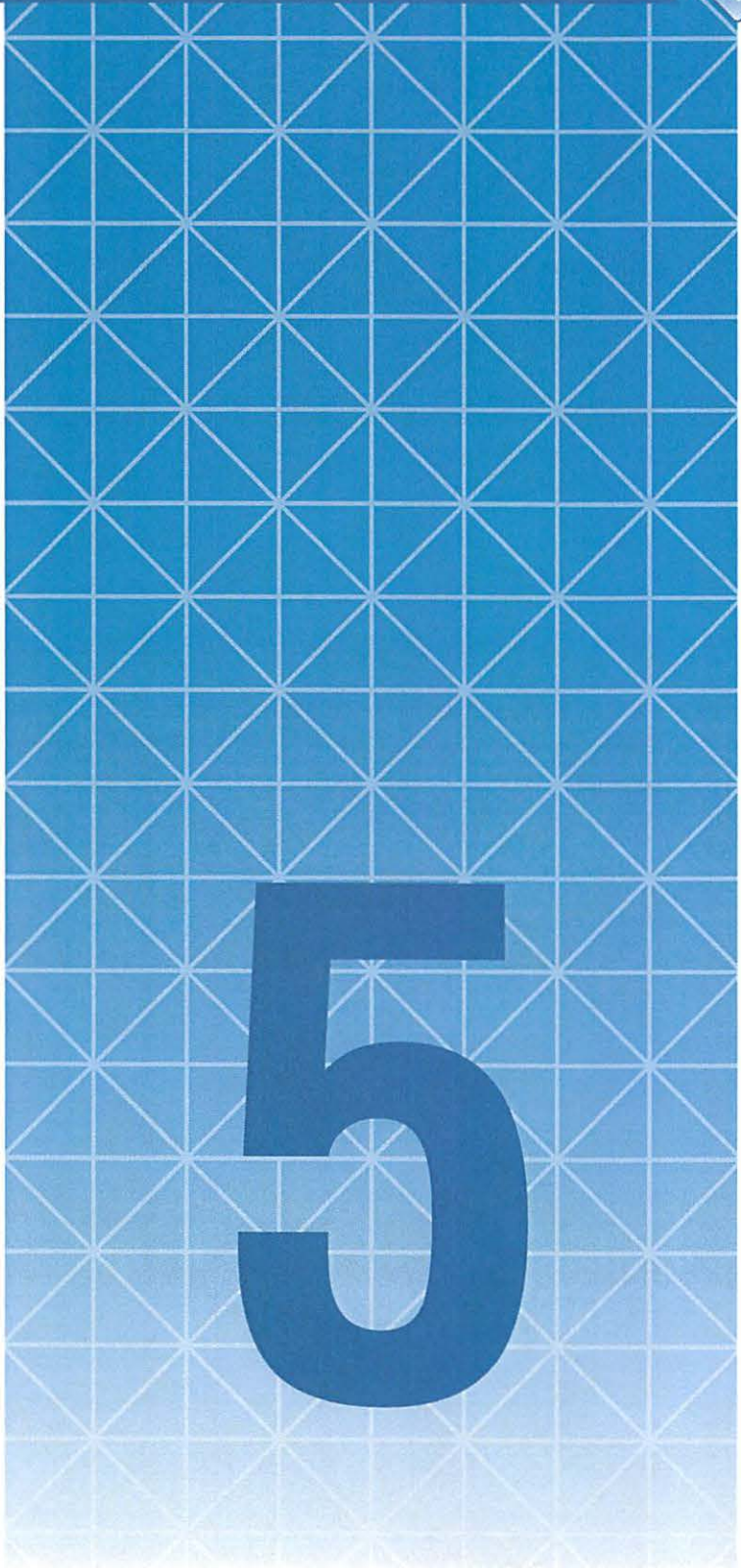
BS Soil Science (Natural Resources), University of Wisconsin-Madison

Wisconsin Professional Soils Scientist

Mr. Hinrichs is a client team leader and lead environmental scientist with 30 years of experience in developing, funding and executing sediment management and coastal infrastructure projects. He is a senior member of the American Association of Port Authorities (AAPA) Harbor and Navigation and Energy and Environment Technical Advisory Committees, a member of the Menomonee River Area of Concern (AOC) Technical Advisory Committee, and a founding member of the Governor appointed Wisconsin Brownfield Study Group. His current focus is on developing beneficial reuse methodologies for sediments dredged or captured from estuaries of Lakes Superior, Erie and Michigan.

Mr. Hinrichs is an experienced grant and funding manager, adept at identifying and developing funding portfolios for water resource projects throughout the United States. Secured over \$100,000,000 in grant funds for water resource projects in the last 10 years.

- ◆ Breakwater Improvement Project, City of Port Washington, Wisconsin. Client Team Leader/Regulatory Liaison for breakwater improvement project that includes pedestrian access along the breakwater and public features such as small craft launch and fishing platforms.
- ◆ Racine County Dredging/Public Access Projects. Client Team Leader/Funding Manager/Regulatory Liaison, multiple projects in the Racine Harbor. This project provided a Great lakes first by dredging the public launch basin and beneficially using the dredged material to fill an underutilized marina on the Root River. The Root River site is being advanced by the County for redevelopment. In addition to the dredging projects I directed efforts and funding for the demolition and replacement of an existing boat ramp in "the wet" with a precast concrete plank system. Project featured significant design and construction challenges due to the in-water depths at which the planks were installed and tight schedule constraints. Project was successfully completed on time and within budget.





FULL RANGE OF SERVICES

Earning trust is only the beginning. Our members continuously learn, teach, and utilize state-of-the-art technologies and technical practices to deliver practical solutions for today's infrastructure challenges. With each service we offer, Foth has a team of public coordination and communications experts to support your communications throughout the project process. We are proud to provide services in the following areas:

- ◆ Water / Wastewater
- ◆ Planning
- ◆ Environmental
- ◆ Geospatial
- ◆ Transportation
- ◆ Aviation
- ◆ Construction

WE STRIVE TO EARN YOUR TRUST.

Earning trust is the first step in turning a relationship into a partnership. At Foth, we do more than create cost-effective solutions for infrastructure challenges—we foster relationships by delving deeply into all aspects of every project so we can help our clients succeed. We keep your goals in sight and your best interests at heart.

Foth focuses on earning trust by delivering personalized, client-centered service on every project. Our clients continuously choose us because they know we create more than solutions; we create trust.

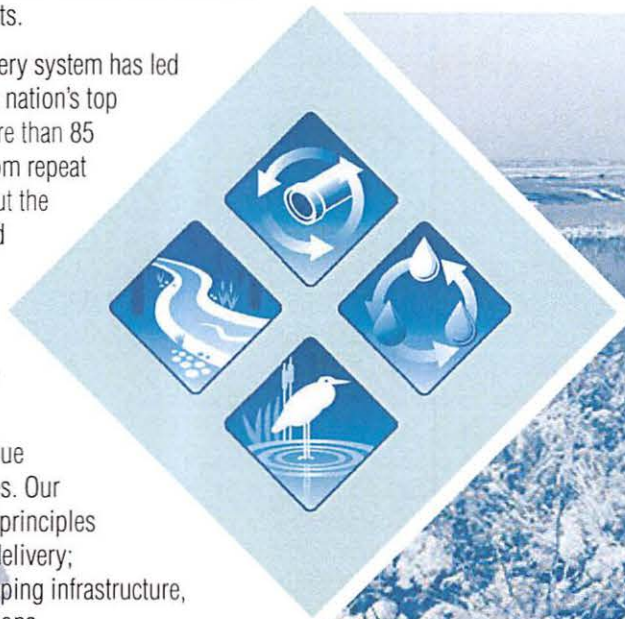
Foth was founded in Green Bay, Wisconsin, in 1938. We offer a tradition of high-level engineering services and intelligent solutions to government, industrial, and commercial clients. Since the day the doors opened, we have set out to separate ourselves by providing client-centered, values-based service to each and every one of our clients.

Our philosophy and product delivery system has led us to consistently rank among the nation's top engineering consulting firms. More than 85 percent of our business comes from repeat clients. We have offices throughout the United States, strategically located to allow us to serve our partners in a timely, consistent, and cost-effective manner.

We pride ourselves on continuously improving our product and ourselves, adding value to our clients and our communities. Our members consistently apply Foth principles as the foundation of our product delivery; whether it be consulting or developing infrastructure, environmental, or industrial solutions.

Foth clients understand the benefits of our staff having a full range of engineering expertise available at all times. Our specialty engineering team can step into the project at any point to provide expertise, such as:

- ◆ Grants and Funding
- ◆ Environmental Impact Statements and Assessments
- ◆ Wetland Delineation and Mitigation
- ◆ Shoreline Protection and Armoring
- ◆ sUAS (drone) Imagery



Federal Grant Assistance

In the past five years, Foth has assisted our clients in obtaining more than \$45,000,000 for sediment management and coastal infrastructure projects. Of this total, more than \$7M has been from federal programs. Foth also helps clients comply with the management and reporting requirements of grant funds. Examples of projects for which Foth has helped secure and/or manage federal funds:

S.S. Badger Docking Facilities, Ludington and Manitowoc, WI

- ◆ \$5 million in grant funds
- ◆ USDOT FASTLANE Program
- ◆ Analysis, design, and repairs to docking facilities for SS Badger ferry

Bay Lake Regional Planning Commission, WI

- ◆ \$250,000 in grant funds
- ◆ Great Lakes Restoration Initiative
- ◆ Beach Sanitary Study

Washington Island, WI Detroit Channel Dredging

- ◆ \$30,000 in grant funds
- ◆ Coastal Management Program
- ◆ Waterfront Master Plan

Kenosha, WI, Harbor Improvements

- ◆ \$155,400 in grant funds
- ◆ Boating Infrastructure and Coastal Management Program
- ◆ Marina dredging, harbor entrance re-design, sedimentation study

Kewaunee, WI Harbor Improvements

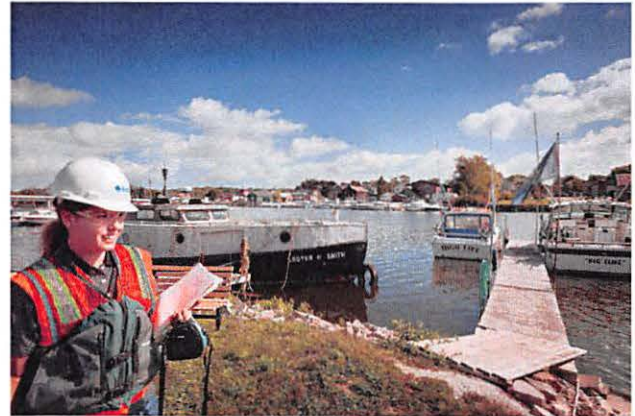
- ◆ \$45,000 in grant funds
- ◆ Recreational Trails (through state Stewardship program)
- ◆ Landing boating accessibility improvements

Two Rivers, WI Waterfront

- ◆ \$934,266 in grant funds
- ◆ Community Development Block Grants and Coastal Management Program, Clean Vessel Act, Land & Water Conservation Program, Recreational Trails Program
- ◆ Harbor Master Plan, seawall replacement, Harbor Park improvements, Veterans Park improvements, East Twin River dredging, transient marina & public access

Sturgeon Bay, WI - Bradley Lake

- ◆ \$282,229 in grant funds
- ◆ Coastal Management Program; Sustain our Great Lakes Program
- ◆ Bradley Lake swale & biofiltration system, wetland restoration, planning



Zephyr Oil Refinery Site, Muskegon, MI

- ◆ \$17 million in grant funds
- ◆ Michigan Department of Environmental Quality, USEPA, USACE
- ◆ Remediation of former oil refinery site

Port Washington, WI Breakwater Repair

- ◆ \$257,650 in grant funds
- ◆ Boating Infrastructure Grant Program, Coastal Management Program
- ◆ Breakwater repair sections A,B,C; public access project

Conneaut Port Authority, OH

- ◆ \$39,600 in grant funds
- ◆ Coastal Management Program
- ◆ Site and sediment characterization for beneficial re-use

Algoma, WI Harbor Master Plan

- ◆ \$75,000 in grant funds
- ◆ Community Development Block Grant - Planning; Sport Fish Restoration
- ◆ Harbor planning and design; feasibility study/preliminary engineering

Saxon Harbor, WI

- ◆ Help secure/administer funding from FEMA, USACE, Boating Infrastructure Grant, Clean Vessel Grant, Knowles-Nelson Stewardship Program
- ◆ Dredging and repair of navigation structures



Exhibit B



Lincoln Center II
2514 South 102nd Street, Ste. 278
West Allis, WI 53227
(414) 336-7900
www.foth.com

December 11, 2019 (Updated January 2020)

Mr. Ryan Sazama, PE, AIA
City Engineer
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Dear Ryan:

RE: Proposed Level of Effort for the City of Sheboygan, WI
Southside Interceptor System Feasibility Study

We greatly appreciate being selected to assist you and your staff with the analysis of the Southside Sewer Interceptor System, which has been a valuable sewer infrastructure asset that has served the City for the last 80 plus years. We are pleased to provide the City with the following proposed level of effort and associated estimated fee range. The fee estimate is to complete the feasibility study services phase for the Southside Interceptor System Project as discussed in our Statement of Qualifications and the follow-up interview meeting. As we had indicated, we are providing the estimated fee ranges due to the large amount of unknowns associated with this aging sewer that is difficult to access along the rising waters of Lake Michigan.

Project Understanding

The Southside Interceptor System Feasibility Study includes the evaluation of approximately 500 LF of 36-inch cast iron forcemain and 8,760 LF of 48-inch and 60-inch interceptor and associated manholes (MHs). The project work area is from the Kentucky Avenue Sewage Pumping Station to the Wastewater Treatment Plant. This stretch includes a short section of residential area, but primarily follows the shores of Lake Michigan.

As discussed, we will approach the project in phases, the first of which will be the Feasibility Study to investigate existing conditions, forecast future growth needs, formulate potential alternatives, develop budgetary level cost estimates, compare alternatives, and summarize findings with a final capital improvement recommendation plan. The study will also identify likely grant and loan assistance opportunities to pursue to offset anticipated engineering and construction costs.

Once the City approves the study findings, we will then proceed to the design and construction phases. At that time we will prepare a level of effort for the design and construction activities as we will have an understanding of the scope and extent of the new conveyance system improvements.

Project Phases and Estimated Level of Effort

The following phases identify the level of effort for Foth to complete the Feasibility Study.

Flow Monitoring Phase

- ◆ Perform four to six months of flow monitoring:
 - ▶ Install flow meters at eight (8) sites
 - ▶ Download data from flow meters at two week intervals for the first two months and monthly thereafter for a total of five (5) site visits
 - ▶ Process flow data and provide data summary upon completion of monitoring
 - ▶ Remove meters from eight (8) locations and return sewers to normal service
 - ▶ Provide technical support during metering

Televising Phase – Sub-contractor to Foth

- ◆ The estimated cost of the CCTV inspection of the entire pipeline is included. The televising work will be performed by a sub-contractor to Foth.
- ◆ Cleaning and/or jetting is not anticipated during the initial investigation phase. Repairs of defects such as mineral deposits, roots, I/I, and sags is planned during the construction phase of the project under the construction contract.
- ◆ Interceptor cleaning and/or necessary pipeline improvements for CIPP lining installation will be included in the construction bid as part of a chosen alternative.

Preliminary Investigation Phase – Pipeline

- ◆ Prepare inventory of desired existing and owner provided data
- ◆ Review existing plans of record
- ◆ Review City topographic and utility survey
 - ▶ The City has collected topographic and utility information in the area. Foth will utilize the information provided by the City to create the overall project base file.
- ◆ Utility locate request (Digger's Hotline)
- ◆ Prepare project base files in AutoCAD Civil3D using information from City and shoreline survey (See Preliminary Investigation Phase – Shoreline)
- ◆ Perform non-entry field investigation on accessible MHs

- ▶ Document condition and number/height of adjustment rings
- ▶ Document any visible connections and verify with survey information
- ▶ Document structure size and any visible deterioration of the structure

Preliminary Investigation Phase – Shoreline

- ◆ Review City topographic and utility survey
- ◆ Shoreline zone survey
 - ▶ Investigation into the shoreline elevations and slope from structures out into lake
 - ▶ Used to establish breaking wave conditions including wave run-up up the beach

Feasibility Study Phase – Shoreline

- ◆ Grant program and agency vetting
 - ▶ US Army Corps of Engineers
 - ▶ Wisconsin DOA Community Development Block Grant
 - ▶ Wisconsin DOA Coastal Zone Management
 - ▶ Wisconsin DNR
 - ▶ FEMA
 - ▶ Alternative Funding Source Possibilities
- ◆ Identify required permits and licenses
- ◆ Preliminary meetings with regulatory agencies
 - ▶ Wisconsin DNR
 - ▶ US Army Corps of Engineers
- ◆ Conceptual shoreline protection design

Feasibility Study Phase – Pipeline

- ◆ Identify required permits and licenses
- ◆ Preliminary discussions with regulatory agencies
 - ▶ Wisconsin DNR
- ◆ CCTV review
- ◆ Pipeline capacity assessment
- ◆ Kentucky Avenue Sewage Pumping Station (KASPS) evaluation
- ◆ Service area capacity evaluation (current and future)
 - ▶ Review existing service area reports
 - ▶ Obtain community connection point existing flows
 - ▶ Generate/confirm future peak flows by community (if needed)

- ▶ Compare projected peak flows with the KASPS/forcemain and gravity system capacities
- ▶ Wetwell capacity drawdown test
- ▶ Identify deficiencies, if any
- ◆ Conceptual bypass pumping and access plan
- ◆ Develop conceptual rehabilitation or re-routing alternatives
- ◆ Contractor/vendor conceptual design review meetings
- ◆ Present Worth Cost analysis for both shoreline and pipe portions of the concept plans
- ◆ Community cost sharing model
- ◆ Potential funding assistance impacts
- ◆ Feasibility Report
- ◆ Present Feasibility Report to staff

Note: Recent WDNR rule changes require certain Administrative Code Facility Plan requirements if CWF loans are utilized for funding of a sewer rehabilitation project, regardless of any capacity changes.

Total Level of Effort Summary

Foth will complete the Feasibility Study for the Southside Interceptor System Project as identified above. The actual cost for this work will be on a time and material basis within the ranges described. Reimbursable expenses, such as mileage, printing, and plans, are included in this estimate and will be itemized on all invoices per standard rates.

Phase	Estimated Fee
1 Flow Monitoring Phase	\$55,000 - \$65,000
2 Televising Phase (primarily sub-contractor)	\$40,000 - \$44,000
3 Preliminary Investigation Phase – Pipeline	\$44,000 - \$49,000
4 Preliminary Investigation Phase – Shoreline	\$16,000 - \$19,000
5 Feasibility Study Phase – Shoreline	\$56,000 - \$61,000
6 Feasibility Study Phase – Pipeline & Shore Combined Summary Report	\$95,000 - \$100,000
Total Estimated Engineering Fee Range	\$ 306,000 - \$ 338,000

Schedule

Schedule will begin upon receiving authorization from the City. A summary of the anticipated schedule is shown below:

Phase	Duration	Time Frame
Flow Monitoring Phase	4-6 Months	March – July 2020
Televising Phase	2.5 Months	March – May 2020
Preliminary Investigation Phases	2.5 Months	March – May 2020
Feasibility Study Phases	3.5 Months	May – August 2020

Agreement to Proceed

It is understood that the services will be provided under a contract with the City of Sheboygan. Foth will proceed with work upon contract authorization from the City.

Thanks again for allowing us to team with you on this complex engineering challenge as we improve this important City investment for another 80 plus years. If you have any questions regarding our proposal, please call me at (414) 336-7905.

Sincerely,
Foth Infrastructure & Environment, LLC



Thomas J. Ludwig, P.E.
Principal Engineer / Client Director



Dale R. Broeckert, P.E.
Project Manager

c: David Biebel, Director of Public Works, City of Sheboygan

FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C
2020 STANDARD HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
Director	\$202.00	Project Scientist II	\$143.00
Project Manager IV	\$197.00	Project Scientist I	\$117.00
Project Manager III	\$188.00	Technology Manager	\$164.00
Project Manager II	\$178.00	Lead Technician	\$142.00
Project Manager I	\$169.00	Technician VI	\$134.00
Lead Project Engineer	\$188.00	Technician V	\$130.00
Project Engineer IV	\$173.00	Technician IV	\$119.00
Project Engineer III	\$160.00	Technician III	\$108.00
Project Engineer II	\$150.00	Technician II	\$ 95.00
Project Engineer I	\$142.00	Technician I	\$ 80.00
Staff Engineer IV	\$140.00	Construction Manager	\$164.00
Staff Engineer III	\$134.00	Land Surveyor IV	\$168.00
Staff Engineer II	\$125.00	Land Surveyor III	\$156.00
Staff Engineer I	\$115.00	Land Surveyor II	\$144.00
Planner IV	\$188.00	Land Surveyor I	\$132.00
Planner III	\$159.00	Project Administrator II	\$ 98.00
Planner II	\$132.00	Project Administrator I	\$ 78.00
Planner I	\$115.00	Administrative Assistant	\$ 60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2020. Rates subject to change annually on January 1.

III

Res. No. - 19 - 20 . By Alderpersons Wolf and Sorenson.
February 3, 2020.

A RESOLUTION authorizing the Engineering Division of the Department of Public Works to advertise the 2020 Capital Improvement Projects for bids.

WHEREAS, the Engineering Division of the Department of Public Works, on behalf of the board of public works, will obtain plans and specifications for the 2020 Capital Improvement Projects identified in this Resolution.

NOW, THEREFORE, BE IT RESOLVED: That upon completion of the plans and specifications for the projects, the Engineering Division of the Department of Public Works is hereby authorized and directed to advertise the following projects for bids pursuant to the plans and specifications prepared by the City Engineer with the requirement pursuant to Wis. Stat. § 62.15(3) that bids be accompanied by a certified check or a bid bond equal to five percent (5%) of the bid payable to the city as a guaranty that if the bid is accepted the bidder will execute and file the proper contract and bond within the time limited by the city:

1. The Citywide Sidewalk Program.
2. The Roosevelt Park - Tennis Courts.
3. The Citywide Mini Storm Sewer Program.
4. The Number Six Digester - Rebuild Floating Cover.
5. The South Pier Plaza.
6. The Anaerobic Digester Heat Exchanger Replacement.
7. The Indiana Avenue Lift Station Corrosion Prevention.
8. The Moose Park - Playground.
9. The Optimist Park - Playground.
10. The Ash Tree Removal Project.

BE IT FURTHER RESOLVED: That the Engineering Division shall comply with all requirements imposed on an Advertisement for Bids under federal, state, and local law, including noting the bid bond requirement pursuant to Wis. Stat. § 62.15(3) in the Advertisement for Bids.

Public Works

BE IT FURTHER RESOLVED: That the Engineering Division is directed to submit a resume of bids received to the Common Council for further consideration.

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

VI

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
February 3, 2020.

Your Committee to whom was referred R. O. No. 133-19-20 by City Clerk submitting a communication from Toby Watson, South Pier Real Estate Development, regarding individual's personal property tax being applied to another individual; recommends filing the document.

reg

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

II

4.6

R. O. No. 133 - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a communication from Toby Watson, South Pier Real Estate Development, regarding individual's personal property tax being applied to another individual.

CITY CLERK

Finances
Personnel
1-13-20 hold
file



South Pier Real Estate Development
2808 Kohler Memorial Drive, Suite 1, Sheboygan, WI 53081
920-918-7377 tobytylerwatson@gmail.com

January 2, 2020

City of Sheboygan
Mayor Vandersteen
828 Center Ave.
Sheboygan, WI 53081

RE: Individuals Personal Property Tax Being Applied To Another Individual

Dear Mayor Vandersteen,

Today, I attempted to obtain an electrical permit for my property at 2808 Kohler Memorial Drive, Sheboygan, WI. I had obtained a building renovation permit last week for a new wheelchair ramp without any problem, but today, the building inspection department stated there was a lien against my property and an amount owed for taxes.

I informed them I own this property free and clear from any liens and or mortgages. They informed me, there were two individuals who were tenants at my property in 2018, and that they did not pay their own "personal property" tax bill (i.e. for their own desk, computer, etc...).

I questioned why the City of Sheboygan was then attempting to stop my taking out a building permit due to someone else's bill, especially since it is not my bill and I have no control over another person, do not have any control or possession of that person's personal property. At first, I did not even recognize the name of these individuals when the clerk stated it to me.

The clerk indicated that Eric Ikoff owed the City .67 cents, and that Brian Dewey owed the City \$93.63 for their own personal property tax. Obviously I refused to pay someone else's bill, and as of today, we now do not have a permit and no improvement can begin.

The Building Inspection clerk transferred me to Mr. Chuck Adams, City Attorney, who informed me that Wisconsin statute indicates a city can place a lien against my building, and stop a permit, if a tenant or former tenant of a building does not pay their own personal property tax.

Now, I had already read the statute prior to calling him, and I could not find any such language. I specifically indicated I have no control or possession over someone else's personal property, and I requested he tell me what statute he was citing. He stated the City ordinance allows for the building inspection department to stop permits being issued because of a tenant not paying their bill, and he could not give me legal advice.

I then posed a hypothetical question to Mr. Adams, stating that if my tenant who rents a mailbox at my office building, for their food truck business, did not pay their personal property tax for their food trucks, was he telling me the city could and or would file a lien against my property, stop me from improving my property, and ultimately foreclose and take my building that I paid for in full, all because a guy who rented a mailbox did not pay their own personal property bill. Mr. Adams indicated the city could and the statute allows for this. When I again asked for the specific statute and ordinance, I was referred to my own attorney.

I do not believe the City of Sheboygan has the legal right to stop my building permit request, impose another person's bill upon me, and then literally take my personal property (a building!) because someone else decided not to pay their own personal, their personal, property tax bill.

I would like to request the following:

- 1) **The ability to obtain an electrical permit for my office building, by having the amount owed by these old tenants be released from my property.**
- 2) Obtain clarification as to the specific statute that states the city can force me to pay for another person's tax bill, especially when I have no control or possession over someone else's business and personal property.
- 3) Request that a specific resolution or ordinance be created preventing the stopping of building permits being obtained due to personal property taxes not being paid, which has nothing to do with the actual building and or the owner of a building.
- 4) Request that a specific resolution and or ordinance be created stating the city will only seek reimbursement from the original owing party that is listed on the personal property tax bill, and that the city will specifically not file a lien or see to foreclosure upon a landlord's property for the failure of a tenant to pay their own tax bill, especially when that landlord has no control or possession of the tenant's own personal property, whether it be stored on or off of the landlord's physical property.

The sovereignty and responsibility of an individual to care for themselves is of the utmost importance. Individuals need to be responsible for their own actions, and it becomes dangerous to our society when we attempt to make others responsible for the actions of others, especially when we have no actual control over those other individuals. The government should not attempt to make one person responsible for another man's liabilities, especially when someone has no control over that other individual and their actions. I can not believe this is even constitutional. I pay my taxes, I improve my properties, and I have no possession or control over other people's personal property, and I should not be held responsible to pay someone else's tax and debt. I will NEVER pay the .67 cents, and certainly not any more.

Please let me know how you wish me to proceed, as we have completed our building renovations, but are waiting now for some electrical upgrades to be performed. Frankly this type of city behavior gives me serious pause to doing more work, owning property and being a

developer. It is hard enough to navigate my own financial obligations, but to now think I could be held liable for the 200+ other tenants I have in the city, frankly, makes me cringe.

Regards,

Dr. Toby Watson, President
South Pier Real Estate Development

Cc
Atty. Josh McKinley

PERSONAL PROPERTY TAX BILL FOR 2018

Bill #: 1290
 Parcel #: 59281950226P
 Alt. Parcel #:
 DEWEY, BRIAN
 2808 KOHLER MEMORIAL DR STE 4
 SHEBOYGAN WI 53081-3166

CITY OF SHEBOYGAN
 To view payments, property
 information, and maps go to
treasurer.sheboygancounty.com

Total Due For Full Payment
 By January 31, 2019
\$79.35
 -- OR --
Pay First Installment
 By January 31, 2019
\$79.35

Make Check Payable and Mail to:
 CITY OF SHEBOYGAN
 MARTY HALVERSON, FINANCE DIR
 828 CENTER AVENUE
 SHEBOYGAN WI 53081
 920-459-3311



Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
 If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	In person payments should be made at one of the 4 Wisconsin Bank & Trust locations in Sheboygan.	Wisconsin Bank & Trust Lobby 4210 Highway 42 North, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 6th Street, Sheboygan 3220 S Business Drive, Sheboygan	Bring tax bill and payment. Mon-Fri - 9:00 to 4:00 No Set collection. No Drive-thru Payments. Closed 12/24/18 at 12:30. 12/25/18, 01/01/19 and 01/27/19.

Other Drop Off Sites: None
Drop Box: Located at Temporary City Hall - 606 N. 9th Street, Sheboygan
Dates Municipality Closed: 12/24/18, 12/25/18, 12/31/18, 1/1/19
Online Payments: www.sheboyganwi.gov - Click on property tax payment options banner on homepage. NOTE: Service fees will apply.
Other Information: Email tax questions and receipt requests to: taxinfo@sheboyganwi.gov
Telephone: 920-459-3311



**STATE OF WISCONSIN
 PERSONAL PROPERTY TAX BILL FOR 2018
 CITY OF SHEBOYGAN
 SHEBOYGAN COUNTY**

BILL NO. 1290
 Correspondence should refer to parcel number
PARCEL#: 59281950226P

SEQ# 65

Property Address
 2808 KOHLER MEM DR

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Avg. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.		
Personal	Property	3,110	0.9048	Personal	Property	3,400	<input type="checkbox"/> A star in this box means unpaid prior year taxes	
Taxing Jurisdiction		2017 Est. State Aids Allocated Tax Cst.	2018 Est. State Aids Allocated Tax Cst.	2017 Net Tax	2018 Net Tax	% Tax Change	Gross Property Tax	
STATE OF WISCONSIN			1,683,104		0.00		79.35	
SHEBOYGAN COUNTY			13,418,661		17.62	100.0%	First Dollar Credit	
CITY OF SHEBOYGAN			59,766,611		30.82	100.0%	Lottery Credit	
SHEBOYGAN			2,897,907		28.17	100.0%	Net Property Tax	
LTC					2.74	100.0%		
Total			77,766,283		79.35	100.0%		
							TOTAL DUE FOR FULL PAYMENT	
							PAY BY January 31, 2019	
							\$ 79.35	
School taxes reduced by school levy tax credit		\$6.13	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.					Warning: If not paid by due date, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.
DEWEY, BRIAN 2808 KOHLER MEMORIAL DR STE 4 SHEBOYGAN WI 53081-3166					Net Assessed Value Rate (Does NOT reflect credits)			
					0.025511878			

FOR INFORMATIONAL PURPOSES ONLY
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SHEBOYGAN	586,149.00	0.79	2037

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

CITY OF SHEBOYGAN
 MARTY HALVERSON, FINANCE DIR
 828 CENTER AVENUE
 SHEBOYGAN WI 53081

TAX BILL ENCLOSED
 for 59281950226P

PRESORTED
 FIRST CLASS MAIL
 U.S. POSTAGE
 PAID ONE OUNCE
 SHEBOYGAN, WI
 PERMIT 118

ADDRESS SERVICE REQUESTED



DEWEY, BRIAN
 2808 KOHLER MEMORIAL DR STE 4
 SHEBOYGAN WI 53081-3166

----- Forwarded message -----

From: Suhrke, Laurie <Laurie.Suhrke@sheboyganwi.gov>

Date: Thu, Jan 2, 2020 at 1:42 PM

Subject: 2018 Personal Property taxes

To: tobytylerwatson@gmail.com <tobytylerwatson@gmail.com>

Cc: Suhrke, Laurie <Laurie.Suhrke@sheboyganwi.gov>

January 2019

59281820230P Taxes \$0.57 Interest/Penalty \$0.10 Total Due \$0.67

59281950226 Taxes \$79.35 Interest/Penalty \$14.28 Total Due \$93.63

Laurie Suhrke
Auditor/Analyst
City of Sheboygan

Laurie.Suhrke@sheboyganwi.gov
828 Center Avenue
Sheboygan, WI 53081
(920)-459-3314
www.SheboyganWI.gov

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VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. February 3, 2020.

Your Committee to whom was referred Res. No. 155-19-20 by Alderpersons Wolf and Sorenson authorizing entering into an Authorization for Professional Services with ECS Midwest, LLC regarding soil borings in the vicinity of the Badger State Lofts development; recommends adopting the 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


5.6


Res. No. 155 - 19 - 20. By Alderpersons Wolf and Sorenson. January 20, 2020.

A RESOLUTION authorizing entering into an Authorization for Professional Services with ECS Midwest, LLC regarding soil borings in the vicinity of the Badger State Lofts development.

RESOLVED: That the Director of Public Works is hereby authorized to enter into an Authorization for Professional Services with ECS Midwest, LLC, a copy of which is attached hereto, for soil borings in the vicinity of the Badger State Lofts development.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to pay the total estimated fee of \$7,120.00 from Account No. 42761100-631100 (TID 17).





Public Works
adopt

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



AUTHORIZATION FOR PROFESSIONAL SERVICES

ECS MIDWEST, LLC

1060 Breezewood Ln. Suite 102, Neenah, WI 54956

Phone: 920-886-1406 Fax: 920-886-1409

ECS is pleased to provide the professional services outlined in the proposed scope of services below. This contract confirms your authorization for the services requested, and your agreement to the incorporated Terms and Conditions under which the services will be provided.

PROJECT INFORMATION

Project Name:	Sheboygan 2019 TID #17	ECS Project No:	
Street Address:	Illinois Ave, Maryland Ave & S. 11 th St.	ECS Proposal No:	59:2253
City, State:	Sheboygan, Wisconsin		

CLIENT INVOICE INFORMATION

Firm:	City of Sheboygan	Attn:	Mr. Kevin Jump
Address:	2026 New Jersey Ave		
City, State:	Sheboygan, Wisconsin	Zip Code:	53081

PROPOSED SCOPE OF SERVICES

Foundation Testing Compaction Testing Concrete Testing Reinforcing Steel Observation
 Masonry Testing Rebar inspection Subgrade Observations Cylinder Testing

SCOPE OF SERVICES

- Field Density Testing: 1.5 hours per site visit to document compaction level of fill materials
- Soils Laboratory Testing: 1 Moisture-Density Relationship (Proctors) and 1 Mechanical Analysis (Gradations)
- Concrete Testing: 1.5 hours per site visit to document slump, air content and temperature of concrete
- Cylinder Testing: 1 set of cylinders cast per trip for compressive strength testing

SPECIAL PROVISIONS

- We request 24 hours notice when scheduling testing.
- Please contact Tim Hendrickson, ECS Midwest Project Manager, with any questions pertaining to proposal amount or number of site visits being proposed at 920-886-1406 ext. 2557

ESTIMATED FEES (Rates per attached CMT Fee Schedule)

- Site Visits: Includes personnel site time and mobilization, equipment, project coordination and report generation and review
- Field Density Testing: 20 trips at \$315 per trip
- Soils Laboratory Testing: \$270
- Concrete Testing: 2 trips at \$550 per trip
- Cylinder Testing: 2 sets of cylinders included in Concrete Trips
- Total Estimated Fee: \$7,120**

PROJECT ASSUMPTIONS

- As a savings to your project, our technicians will perform multiple services each trip whenever possible
- Unless notified otherwise, ECS will only provide electronic test reports to you for distribution

The services described above will be rendered portal-to-portal from our office in Neenah. Unit rates are based on a normal 8 hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 6:00 p.m. Overtime beyond 8 hours/day, outside normal hours, and on Saturday, Sunday or holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Scheduling of services should occur by 3:30pm day before anticipated activities.

Complete this page and return one copy of this proposal to ECS Midwest, LLC to indicate acceptance of this proposal and to initiate work on the above-referenced project. The client's signature below also indicates that he/she has read or has had the opportunity to read the accompany General Conditions of Service and agrees to be bound by such General Conditions of Service.

BILLING INFORMATION
(Please Print or Type)

Name of Client: _____
 Project Manager: _____
 Phone number of Project Manager: _____

Party Responsible for Payment: _____
 Company Name: _____
 Person/Title: _____
 Department: _____
 Billing Address: _____

Telephone Number: _____
 Fax Number: _____
 E-mail Address: _____
 Client PO/Job Number: _____
 Special Conditions for Invoice: _____

Report Distribution:
 Name: _____
 E-mail Address: _____
 Name: _____
 Email Address: _____
 Name: _____
 E-mail Address: _____


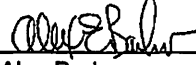
Site Contact:
 Name: _____
 Phone Number: _____

Work Authorized By:

Signature:		Date:	
Print Name:		Title:	
Firm:			

Signatory warrants his/her authority to bind the entity represented

For ECS MIDWEST, LLC:

Signature:		Date:	11/7/2019
Sr. Project Manager:	Tim Hendrickson		
Signature:		Date:	11/7/2019
Principal Engineer:	Alex Barker		

NOTE: Proposal Incorporating Terms and Conditions. ECS Terms and Conditions are attached to this proposal and are an integral part of your Authorization to Proceed. Please read the Terms and Conditions before signing this proposal. By your acceptance of this proposal you agree to accept all of the Terms and Conditions. Should these services be authorized without receiving a written copy of this contract, the terms and conditions of this contract shall, nevertheless be in effect, even in the absence of a written acceptance by you.



2019 CMT FEE SCHEDULE

LABORATORY:

	<u>Fees</u>
1. Laboratory Moisture-Density Relationship	
a. Modified Proctor (ASTM D1557)	\$175.00/each
b. Standard Proctor (ASTM D698)	\$155.00/each
c. One-Point Proctor (ASTM D698 or D1557)	\$100.00/each
2. Mechanical Analysis on Submitted Samples	
a. Sieve Analysis of fine and coarse agg. (ASTM C136)	\$90.00/each
b. Sieve Analysis #200 Only	\$50.00/each
c. Grain Size Analysis Washed (ASTM D422)	\$110.00/each
3. Atterberg Limits Testing (ASTM D4318)	\$75.00/each
4. Falling Head Permeability Test (ASTM D5084)	\$375.00/each
5. Handling, Curing and Compression Test of Concrete Cylinders	
a. Cast by ECS	\$16.00/each
b. Cast by Others	\$24.00/each
6. Bitumen Content Only (ASTM D2172)	\$100.00/each
7. Compressive Strength Mortar Cubes	\$20.00/each
8. Compressive Strength Grout Cubes	\$20.00/each
9. Compressive Strength Grout Prisms	\$20.00/each

EQUIPMENT:

10. Nuclear Density Gauge	\$40.00/day
11. "Cone Penetrometer Rental"	\$32.00/day
12. Concrete Equipment Rental	\$23.00/day
13. Cylinder Molds (case of 20) (cylinder molds (Case)	
a. 6" x 12"	\$55.00/each
b. 4" x 8"	\$35.00/each
14. Mileage	\$0.25/mile

TECHNICAL STAFF:

15. Field Technician	\$51.00/hour
16. Clerical	\$35.00/hour

PROFESSIONAL SERVICES:

17. Senior Principal Engineer	\$250.00/hour
18. Principal Engineer	\$195.00/hour
19. Senior Department Manager	\$140.00/hour
20. Construction Services Manager	\$105.00/hour
21. Project Manager	\$90.00/hour
22. Assistant Project Manager	\$65.00/hour

ECS MIDWEST, LLC

ECS MIDWEST, LLC TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, previous soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.
- 11.5 ECS and CLIENT recognize that CLIENT is a public entity and, therefore, subject to the Wisconsin Public Records Law. As a result, CLIENT may be required to provide one or more Documents of Service to someone unaffiliated with CLIENT pursuant to a Public Records Request or similar request. Such disclosure does not violate this Agreement. Neither CLIENT nor ECS have any control how a Document of Service may be used by someone who receives it pursuant to a Public Records Request or similar request, or whether unauthorized modifications may be made to the Document of Service. ECS shall have no liability for how its Documents of Service are used or modified by someone who receives them pursuant to a Public Records Request or similar request.
- 12.0 SAFETY**
- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.
- 13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**
- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.
- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' Inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it

relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. However, if funds for the continued fulfillment of this Agreement by the CLIENT are at any time not forthcoming or are insufficient, through the failure of any entity—including the CLIENT itself—to appropriate funds or otherwise, then the CLIENT shall have the right to terminate this Agreement without penalty. This shall not affect the CLIENT'S obligation to make payment to ECS for services previously rendered. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.
- 16.0 DEFECTS IN SERVICE**
- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.
- 18.0 LIMITATION OF LIABILITY**
- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportionate to ECS' culpability. If CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.4 If CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.
- 19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND. However, either party will pay reasonable costs of defense in the event that they are called on to indemnify the other party pursuant to this Section 19.
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION -** CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in Sheboygan County, Wisconsin. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the State of Wisconsin. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, a failure to cooperate, or in the event that the underlying project is cancelled. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall, within thirty (30) days, compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION -** Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT -** CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY -** Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL -** All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the

attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by

CLIENT.

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. February 3, 2020.

Your Committee to whom was referred Res. No. 156-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a contract for the 2020 Concrete Pavement Projects (Superior Avenue and Niagara Avenue Bid #2442-19); recommends adopting the Resolution.

nee

_____ 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

5.7

Res. No. 156 - 19 - 20. By Alderpersons Wolf and Sorenson.
January 20, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for the 2020 Concrete Pavement Projects (Superior Avenue and Niagara Avenue Bid #2442-19).

WHEREAS, two bids were received in response to the advertisement for bids:

Buteyn- Peterson Construction Company	\$2,686,347.63
Vinton Construction Company, Inc.	\$2,701,207.40

and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid, from Buteyn- Peterson Construction Company, met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Buteyn-Peterson Construction Company for the 2020 Concrete Pavement Projects in the amount of \$2,686,347.63 and are authorized to draw funds from the following accounts:

2020 Capital-Street Improvements	47933140-631200	\$1,233,274.05
2020 Capital-Street Improvements	40033140-631200	\$1,000,000.00
Wastewater Fund - Sanitary Sewer	60134110-649200	\$ 97,743.00
TID 19- Street Improvements	42933140-621200	\$ 355,330.58

Public Works
adopt.

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Buteyn – Peterson Construction Company ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2020 Concrete Pavement Projects (Superior Avenue and Niagara Avenue).

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Excavation, Concrete Paving, Concrete Curb and Gutter, Storm Sewer, Sanitary Sewer, Concrete Sidewalk and Lawn Restoration.

2.02 City of Sheboygan Resolution: _____

2.03 City of Sheboygan Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the Engineering Division, Department of Public Works, City of Sheboygan.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than August 14, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00 52 00-1 to -7, inclusive).
 2. Performance bond (pages 00 61 13-1 to 00 61 13 - ____, inclusive).
 3. Payment bond (pages 00 61 14-1 to 00 61 14- ____, inclusive).
 4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and Plan Title Sheets.
 5. Addenda (not attached but incorporated by reference) (numbers 1 to 3, inclusive).
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages 1 to 7, inclusive).
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Sheboygan

By: _____
(signature)

By: _____
(signature)

Name,
Title: Darrell Hofland , City Administrator

Name,
Title: _____
(printed)

Date: _____

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

City of Sheboygan - Engineering
2026 New Jersey Avenue
Sheboygan, WI 53081

Address for giving notices:

License No.: _____
(where applicable)

Signed by:

Approved as to form and Execution:

By: _____
(signature)

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

2020 Concrete Paving Projects

SECTION	TITLE	PAGES
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00 01 10	Table of Contents	00 01 10-1 to 00 01 10-2
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00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
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00 41 44	Unit Price Worksheet	00 41 44-1
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00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-7
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
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01 11 00	Summary of Work	01 11 00-1 to 01 11 00-7
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01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
01 71 23	Construction Staking	01 71 23-1 to 01 71 23-2
26 00 00	ELECTRICAL	
26 56 00	Street Lighting	26 56 00-1 to 26 56 00-6
26 57 00	Traffic Signals	26 57 00-1 to 26 57 00-34

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31 25 00	Erosion Control and Site Maintenance	31 25 00-1 to 31 25 00-3
32 00 00	EXTERIOR IMPROVEMENT	
32 10 00	Grading, Pavement, Curb and Cutter, and Sidewalk	32 10 00-1 to 32 10 00-6
32 20 00	Bus Shelter and Temporary Curb Ramp	32 20 00-1 to 32 20 00-2
33 00 00	UTILITIES	
33 00 00	Utilities	33 00 00-1 to 33 00 00-20



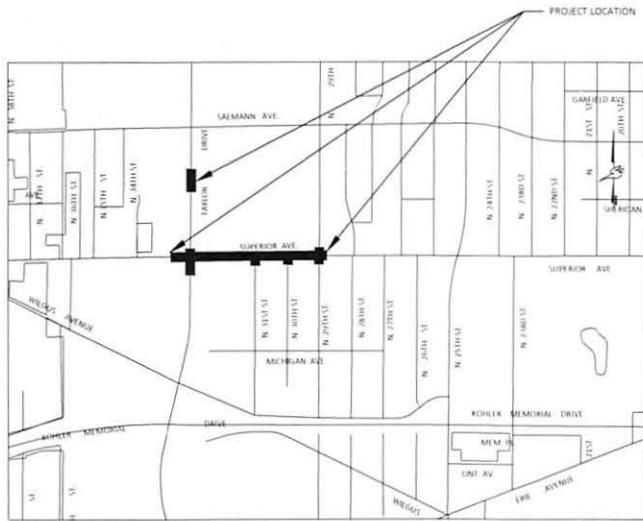
CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS

SUPERIOR AVENUE
N. TAYLOR DR TO N. 29TH ST

DECEMBER 2019

BID NUMBER: 2442-19
DPW NUMBER: 2019.00.017



NOT TO SCALE

PROJECT PLS LOCATION:
SOUTHEAST 1/4 OF SECTION 16,
TOWNSHIP 15 NORTH RANGE 23 EAST
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

DRAWING INDEX		
PAGES	PLAN SECTION	DRAWING DESCRIPTION
1	1	TITLE SHEET
2	2	GENERAL NOTES
3	2	PROJECT OVERVIEW
4-9	2	TYPICAL SECTIONS
10-15	2	CONSTRUCTION DETAILS
16-19	2	PAVING DETAILS
20-23	2	CURB RAMP DETAILS
24-29	2	STORM SEWER AND EROSION CONTROL DETAILS
30-35	2	SANITARY SEWER DETAILS
36-39	2	LIGHTING DETAILS
40-46	2	TRAFFIC SIGNAL DETAILS
47-50	2	PAVEMENT MARKING AND SIGNING DETAILS
51-53	2	TRAFFIC CONTROL DETAILS
54-57	2	DETOUR DETAILS
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59-77	3	MISCELLANEOUS QUANTITIES
78-85	4	PLAT
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170-171	9	EARTHWORK SUMMARY
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SUPERIOR AVENUE
N. TAYLOR DR TO N. 29TH ST



City of Sheboygan
Department of Public Works
Engineering Division
225 New Jersey Avenue
Sheboygan, WI 53081

Water Segment: 05 - City Engineer

Designed By: [Blank]

Checked By: [Blank]

PEE Date: 12/12/19

PEE No: 1442-19

DPW No: 2019.00.017

Project Date: DEC 2019

Sheet No: 1

Drawing No: [Blank]

FILE NAME: C:\WORK\2019\2442-19\2442-19.DWG
 PROJECT NAME: 2442-19

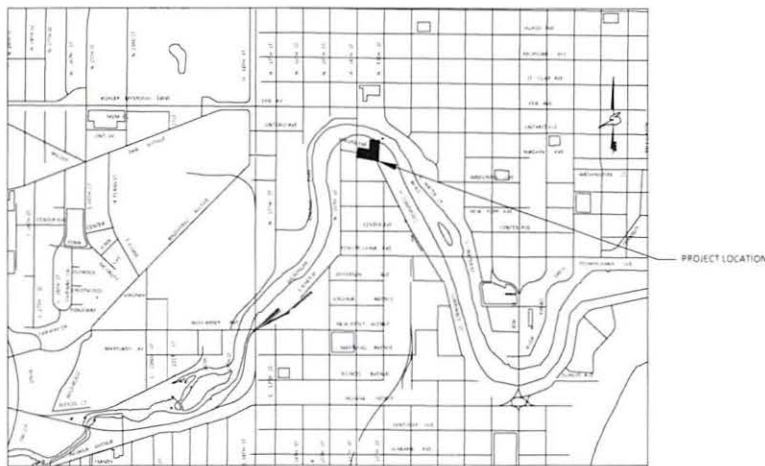
CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2434-19
DPW NUMBER: 2019.00.004



NIAGARA AVENUE
N. 14TH STREET TO N. COMMERCE STREET

DECEMBER 2019



NOT TO SCALE

PROJECT PLS LOCATION:
NORTHEAST 1/4 OF SECTIONS 22,
TOWNSHIP 15 NORTH, RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Drawing Index	
Sheet Number	Drawing Description
1	TITLE SHEET
2	GENERAL NOTES
3	TYPICAL SECTIONS
4	SURVEY CONTROL
5	PROJECT DETAILS
6	PROJECT DETAILS
7	DEMOLITION
8	EROSION CONTROL
9	STORM SEWER
10	STORM SEWER
11	PLAN AND PROFILE
12	PLAN AND PROFILE
13	LIGHTING & LANDSCAPE
14	SANITARY

NIAGARA AVENUE
N. 14TH STREET TO N. COMMERCE STREET
SHEBOYGAN, WI 53081



City of Sheboygan
Department of Public Works
Engineering Division
2250 Town Square, Room 100
Sheboygan, WI 53081

Project Number: 2019.00.004

Designed By: JAC

Drawing No: 2019.00.004

Plot Title: 2019.00.004

Bid No: 2434-19

DPW No: 2019.00.004

Project Date: DEC 2019

Sheet No: 1

Drawing No: 000CV-1

SHEBOYGAN COUNTY - 15 NORTH - 23 EAST - SECTION 22 - PROJECT LOCATION

2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Buteyn-Peterson Construction Company	
						Unit Price	Extension
Superior Avenue							
	1	201.0105	Clearing	STA	3	\$585.00	\$1,755.00
	2	201.012	Clearing	ID	12	\$101.00	\$1,212.00
	3	201.0205	Grubbing	STA	3	\$585.00	\$1,755.00
	4	201.022	Grubbing	ID	12	\$101.00	\$1,212.00
	5	204.01	Removing Pavement	SY	8866	\$1.50	\$13,299.00
	6	204.015	Removing Curb and Gutter	LF	900	\$8.00	\$7,200.00
	7	204.0155	Removing Concrete Sidewalk	SY	2000	\$5.00	\$10,000.00
	8	204.0195	Removing Concrete Bases	Each	11	\$200.00	\$2,200.00
	9	204.021	Removing Manholes	Each	5	\$700.00	\$3,500.00
	10	204.0215	Removing Catch Basins	Each	19	\$462.00	\$8,778.00
	11	204.0245	Removing Storm Sewer 8-Inch	LF	18	\$10.00	\$180.00
	12	204.0245	Removing Storm Sewer 12-Inch	LF	162	\$21.00	\$3,402.00
	13	204.0245	Removing Storm Sewer 15-Inch	LF	42	\$15.00	\$630.00
	14	204.0245	Removing Storm sewer 18-Inch	LF	64	\$18.00	\$1,152.00
	15	204.0245	Removing Storm Sewer 30-Inch	LF	59	\$25.00	\$1,475.00
	16	204.0245	Removing Storm Sewer 36-Inch	LF	624	\$62.00	\$38,688.00
	17	204.0245	Removing Storm Sewer 42-Inch	LF	59	\$65.00	\$3,835.00
	18	204.0245	Removing Storm Sewer 38-Inch x 60-Inch Elliptical	LF	69	\$70.00	\$4,830.00
	19	204.0291.S	Abandoning Sewer	CY	10	\$200.00	\$2,000.00
	20	205.01	Excavation Common	CY	11796	\$15.00	\$176,940.00
	21	305.011	Base Aggregate Dense 3/4-Inch	TON	433	\$18.22	\$7,889.26
	22	305.012	Base Aggregate Dense 1 1/4-Inch	TON	3610	\$15.22	\$54,944.20
	23	312	Select Crushed Material or Breaker Run	TON	6668	\$14.73	\$98,219.64
	24	405.01	Stamped Colored Concrete Full Depth, 5-inch	SY	50	\$100.00	\$5,000.00
	25	415.008	Concrete Pavement 8-Inch	SY	9468	\$49.50	\$468,666.00
	26	415.021	Concrete Pavement Gaps	Each	1	\$1,500.00	\$1,500.00
	27	415.108	Concrete Pavement HES 8-Inch	SY	525	\$53.50	\$28,087.50
	28	415.5110.S	Concrete Pavement Joint Layout	LS	1	\$2,000.00	\$2,000.00
	29	416.061	Concrete Driveway 6-Inch	SY	469	\$51.00	\$23,919.00
	30	416.061	Drilled Tie Bars	Each	68	\$8.00	\$544.00
	31	416.062	Drilled Dowel Bars	Each	198	\$14.00	\$2,772.00
	32	465.0105	Asphaltic Surface	TON	66	\$140.75	\$9,289.50
	33	465.012	Asphaltic Surface Driveways and Field Entrances	TON	11	\$168.60	\$1,854.60

2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson Construction Company	
						Unit Price	Extension
	34	520.8	Concrete Collars for Pipe	Each	9	\$935.00	\$8,415.00
	35	601.06	Concrete Pedestrian Curb	LF	235	\$25.00	\$5,875.00
	36	602.041	Concrete Sidewalk 5-Inch	SF	20600	\$5.45	\$112,270.00
	37	602.0415	Concrete Sidewalk 6-Inch	SF	132	\$5.80	\$765.60
	38	602.0515	Curb Ramp Detectable Warning Field Natural Patina	SF	294	\$30.00	\$8,820.00
	39	608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	LF	461	\$82.00	\$37,802.00
	40	608.0315	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	LF	118	\$94.00	\$11,092.00
	41	608.0318	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	LF	58	\$93.00	\$5,394.00
	42	608.0324	Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	LF	570	\$99.00	\$56,430.00
	43	608.0336	Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	LF	173	\$151.00	\$26,123.00
	44	608.0342	Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	LF	508	\$153.00	\$77,724.00
	45	608.2338	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical HE-III 38x60-Inch	LF	65	\$208.00	\$13,520.00
	46	611.0624	Inlet Covers Type H	Each	28	\$582.00	\$16,296.00
	47	611.123	Catch basins 2x3-FT	Each	28	\$1,548.00	\$43,344.00
	48	611.2004	Manholes 4-FT Diameter	Each	5	\$2,150.00	\$10,750.00
	49	611.2005	Manholes 5-FT Diameter	Each	1	\$2,740.00	\$2,740.00
	50	611.2006	Manholes 6-FT Diameter	Each	6	\$4,327.00	\$25,962.00
	51	611.2008	Manholes 8-FT Diameter	Each	1	\$7,569.00	\$7,569.00
	52	619.1	Mobilization	Each	1	\$248,270.00	\$248,270.00
	53	620.03	Concrete Median Sloped Nose	SF	149	\$10.00	\$1,490.00
	54	621.01	Landmark Reference Monuments	Each	24	\$134.83	\$3,235.92
	55	623.02	Dust Control Surface Treatment	SY	11525	\$0.10	\$1,152.50
	56	628.1504	Silt Fence	LF	45	\$5.00	\$225.00
	57	628.152	Silt Fence Maintenance	LF	45	\$3.00	\$135.00
	58	628	4-inch Topsoil, Seed, Fertilizer, & Hydromulch	SY	4270	\$6.80	\$29,036.00
	59	628.7005	Inlet Protection Type A	Each	28	\$130.00	\$3,640.00
	60	628.7015	Inlet Protection Type C	Each	34	\$64.00	\$2,176.00
	61	628.757	Rock Bags	Each	20	\$16.00	\$320.00
	62	634.0614	Posts Wood 4x6-inch 14-FT	Each	26	\$72.00	\$1,872.00
	63	634.0616	Posts Wood 4x6-Inch 16-FT	Each	3	\$74.00	\$222.00
	64	637.221	Signs Type II Reflective H	SF	163.03	\$23.75	\$3,871.96
	65	637.223	Signs Type II Reflective F	SF	37.5	\$24.75	\$928.13
	66	638.2602	Removing Signs Type II	Each	37	\$35.00	\$1,295.00

2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	67	638.3	Removing Small Sign Supports	Each	27	\$35.00	\$945.00
	68	643.105	Traffic Control Signs PCMS	Day	20	\$100.00	\$2,000.00
	69	643	Traffic Control Project	Each	1	\$22,346.00	\$22,346.00
	70	644.1601.5	Temporary Curb Ramp	Each	8	\$650.00	\$5,200.00
	71	646.1005	Marking Line Paint 4-Inch	LF	4327	\$1.35	\$5,841.45
	72	646.3005	Marking Line Paint 8-Inch	LF	528	\$3.95	\$2,085.60
	73	646.5005	Marking Arrow Paint	Each	20	\$75.00	\$1,500.00
	74	646.5105	Marking Word Paint	Each	3	\$99.00	\$297.00
	75	646.5205	Marking Symbol Paint	Each	11	\$75.00	\$825.00
	76	646.6105	Marking Stop Line Paint 18-Inch	LF	190	\$8.95	\$1,700.50
	77	646.7105	Marking Diagonal Paint 12-Inch	LF	45	\$5.95	\$267.75
	78	646.7405	Marking Crosswalk Paint 6-Inch	LF	1460	\$2.95	\$4,307.00
	79	646.015	Temporary Marking Line Removable Tape 4-Inch	LF	2322	\$0.87	\$2,020.14
	80	650	Construction Staking	LS	1	\$15,267.10	\$15,267.10
	81	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	1688	\$5.00	\$8,440.00
	82	652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	520	\$6.50	\$3,380.00
	83	652.0615	Conduit Special 3-Inch	LF	470	\$18.00	\$8,460.00
	84	653.0115	Pull Boxes Steel 12x36-Inch	Each	5	\$450.00	\$2,250.00
	85	653.014	Pull Boxes Steel 24x42-Inch	Each	11	\$700.00	\$7,700.00
	86	653.0905	Removing Pull Boxes	Each	25	\$50.00	\$1,250.00
	87	654.0101	Concrete Bases Type 1	Each	7	\$675.00	\$4,725.00
	88	654.0105	Concrete Bases Type 5	Each	10	\$725.00	\$7,250.00
	89	655.023	Cable Traffic Signal 5-14 AWG	LF	760	\$1.20	\$912.00
	90	655.024	Cable Traffic Signal 7-14 AWG	LF	765	\$1.40	\$1,071.00
	91	655.026	Cable Traffic Signal 12-14 AWG	LF	1565	\$2.75	\$4,303.75
	92	655.032	Cable Type UF 2-10 SWG Grounded	LF	830	\$1.00	\$830.00
	93	655.0515	Electrical Wire Traffic Signals 10 AWG	LF	1205	\$0.60	\$723.00
	94	655.061	Electrical Wire Lighting 12 AWG	LF	3456	\$0.55	\$1,900.80
	95	655.0615	Electrical Wire Lighting 10 AWG	LF	580	\$0.60	\$348.00
	96	655.0625	Electrical Wire Lighting 6 AWG	LF	1995	\$0.85	\$1,695.75
	97	656.02	Electrical Service Meter Breaker Pedestal Sta. 11+35, 38' LT	LS	1	\$1,200.00	\$1,200.00

2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson Construction Company	
						Unit Price	Extension
	98	656.02	Electrical Service meter Breaker Pedestal Sta. 11+40, 38' LT	LS	1	\$1,200.00	\$1,200.00
	99	657.01	Pedestal Bases	Each	7	\$195.00	\$1,365.00
	100	657.042	Traffic Signal Standards Aluminum 13-FT	Each	2	\$370.00	\$740.00
	101	657.0425	Traffic Signal Standards Aluminum 15-FT	Each	2	\$395.00	\$790.00
	102	657.043	Traffic Signal Standards Aluminum 10-FT	Each	3	\$340.00	\$1,020.00
	103	658.0173	Traffic Signal Faces 3S 12-Inch	Each	16	\$600.00	\$9,600.00
	104	638.0174	Traffic Signal Faces 4S 12-Inch	Each	4	\$800.00	\$3,200.00
	105	658.0416	Pedestrian Signal Face 16-Inch	Each	8	\$525.00	\$4,200.00
	106	658.05	Pedestrian Push Buttons	Each	8	\$300.00	\$2,400.00
	107	658.5069	Signal Mounting Hardware Superior and Taylor	LS	1	\$3,595.00	\$3,595.00
	108	659.213	Lighting Control Cabinets 120/240 30-Inch	Each	1	\$6,000.00	\$6,000.00
	109	690.015	Sawing Asphalt	LF	293	\$1.55	\$454.15
	110	690.025	Sawing Concrete	LF	923	\$2.25	\$2,076.75
	111	SPV.0060.1	Concrete Bases Type 10, Contractor Supplied Anchor Bolts & Anchor Rod Template	Each	1	\$7,500.00	\$7,500.00
	112	SPV.0060.2	Concrete Bases Type 13, Contractor Supplied Anchor Bolts & Anchor Rod Template	Each	3	\$10,000.00	\$30,000.00
	113	SPV.0060.3	Poles Type 10	Each	1	\$7,725.00	\$7,725.00
	114	SPV.0060.4	Poles Type 13	Each	3	\$15,800.00	\$47,400.00
	115	SPV.0060.5	Monotube Arms 25-FT	Each	1	\$3,800.00	\$3,800.00
	116	SPV.0060.6	Monotube Arms 40-FT	Each	3	\$8,375.00	\$25,125.00
	117	SPV.0060.7	Luminaire Arms Steel 15-FT	Each	4	\$700.00	\$2,800.00
	118	SPV.0060.8	LED Luminaires	Each	4	\$2,225.00	\$8,900.00
	119	SPV.0060.9	Traffic Signal Controller and Cabinet Fully Actuated 8-Phase	Each	1	\$16,900.00	\$16,900.00
	120	SPV.0060.10	Lighting Assembly	Each	6	\$4,750.00	\$28,500.00
	121	SPV.0060.10.1	Lighting Assembly (City furnished pole and luminaire)	Each	3	\$500.00	\$1,500.00
	122	SPV.0060.11	Storm Sewer Manhole Cover Type J Special	Each	14	\$416.00	\$5,824.00
	123	SPV.0060.12	Sanitary Sewer Manhole Cover Type J Special	Each	14	\$446.00	\$6,244.00
	124	SPV.0060.13	Internal Chimney Seal	Each	14	\$523.00	\$7,322.00
	125	SPV.0060.14	Lateral Connection Sealing	Each	3	\$550.00	\$1,650.00
	126	SPV.0060.15	Adjusting Water Valve Boxes	Each	13	\$293.00	\$3,809.00

2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	152	N-6	Inlet Protection - Type A	EA	2	\$130.00	\$260.00
	153	N-7	Inlet Protection - Type B	EA	3	\$60.00	\$180.00
	154	N-8	Inlet Protection - Type C	EA	7	\$64.00	\$448.00
	155	N-9	Riprap Light	CY	36	\$80.00	\$2,880.00
	156	N-10	Stone Tracking Pad w/ Type R Fabric	EA	1	\$2,500.00	\$2,500.00
	157	N-11	Remove Concrete	SY	105	\$10.25	\$1,076.25
	158	N-12	Remove Railroad Tracks and Ties	LF	210	\$42.00	\$8,820.00
	159	N-13	Remove Chain Link Fence and Posts	LF	12	\$72.00	\$864.00
	160	N-14	Abandon Project Related Storm Infrastructure	LS	1	\$5,210.00	\$5,210.00
	161	N-15	Adjust Water Valve Box	EA	4	\$320.00	\$1,280.00
	162	N-16	Adjust Existing Sanitary Manhole Rings and Frame	EA	1	\$425.00	\$425.00
	163	N-17	Sanitary Sewer Lining of Existing 10" Pipe	LF	406	\$27.50	\$11,165.00
	164	N-18	Storm Sewer 8" PVC	LF	10	\$88.00	\$880.00
	165	N-19	Storm Sewer 12-inch Class III Reinforced Concrete	LF	48	\$76.00	\$3,648.00
	166	N-20	Storm Sewer 15-inch Class III Reinforced Concrete	LF	90	\$82.00	\$7,380.00
	167	N-21	Storm Sewer 24-inch Class III Reinforced Concrete	LF	195	\$87.00	\$16,965.00
	168	N-22	Storm Sewer Manhole 48-inch, including frame and lid	EA	2	\$2,354.00	\$4,708.00
	169	N-23	Storm Sewer Inlet, N-1	EA	2	\$2,148.00	\$4,296.00
	170	N-24	Connect Existing Storm Lateral	EA	1	\$450.00	\$450.00
	171	N-25	Storm Sewer 24-inch Reinforced Concrete Apron End Wall	EA	1	\$1,290.00	\$1,290.00
	172	N-26	Ornamental Street Light Concrete Base, Pole and Luminaire Installation	EA	4	\$4,100.00	\$16,400.00
	173	N-27	Conduit, PVC, 2-inch Diameter	LF	489	\$5.00	\$2,445.00
	174	N-28	Electrical Wire 6 AWG	LF	1204	\$0.85	\$1,023.40
	175	N-29	Electrical Wire 10 AWG	LF	617	\$0.60	\$370.20
	176	N-30	Electrical Pull Box	EA	2	\$350.00	\$700.00
	177	N-31	Common Excavation	CY	2050	\$25.00	\$51,250.00
	178	N-32	5-inch Concrete Sidewalk, with aggregate base	SY	182	\$7.00	\$1,274.00
	179	N-33	6-inch Concrete Drive Apron, Sidewalk, and Driveway, with aggregate base	SY	185	\$7.50	\$1,387.50
	180	N-34	8-inch Gravel Driveway	SY	59	\$10.25	\$604.75
	181	N-35	Concrete Steps and Railing	SF	120	\$163.00	\$19,560.00

2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

							Buteyn-Peterson Construction Company		
Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension		
	182	N-36	26-inch Concrete Curb & Gutter, Type A	LF	651	\$17.50	\$11,392.50		
	183	N-37	30-inch Concrete Flume	LF	61	\$28.00	\$1,708.00		
	184	N-38	Geogrid, Type SR	SY	1668	\$5.00	\$8,340.00		
	185	N-39	Crushed Aggregate Base Course, 12-inch	SY	1668	\$11.74	\$19,582.32		
	186	N-40	Select Crushed Material or Breaker Run, 12-inch	SY	1668	\$11.00	\$18,348.00		
	187	N-41	7-inch Concrete Pavement, Doweled	SY	1292	\$46.52	\$60,103.84		
	188	N-42	Drilled Tie Bars (#6)	EA	6	\$8.00	\$48.00		
	189	N-43	Drilled Dowel Bars (1"x 18")	EA	36	\$14.00	\$504.00		
	190	N-44	Fence End Post, Connect to Existing Fencing	EA	2	\$1,000.00	\$2,000.00		
	191	N-45	2-inch Dia. Tree Carpinus Caroliniana (Musclewood)	EA	4	\$800.00	\$3,200.00		
	192	N-46	2-inch Dia. Tree Picea Abies (Norway Spruce)	EA	2	\$800.00	\$1,600.00		
	193	N-47	4-inch Topsoil, Seed, Fertilizer, & Hydromulch	SY	1221	\$6.80	\$8,302.80		
	194	N-48	Remove and Replace 10" Sanitary Sewer	LF	30	\$265.00	\$7,950.00		
Niagara Avenue Total:								\$355,330.58	
Base Bid Total:								\$2,686,347.63	

~~X~~

Gen. Ord. No. - 19 - 20 . By Alderpersons Donohue and Bohren.
February 3, 2020.

AN ORDINANCE repealing and recreating Chapter 82 of the Sheboygan Municipal Code relating to personnel regulations and benefits.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Chapter 82 of the Sheboygan Municipal Code entitled "Personnel regulations and benefits" is hereby repealed and recreated to read as follows:

"Chapter 82 - PERSONNEL REGULATIONS AND BENEFITS

ARTICLE I. IN GENERAL

Sec. 82-1. *Responsibility for maintenance and approval of program.*

- (a) The city administrator shall maintain an employee classification and compensation program.
- (b) As part of maintaining such a program:
 - (1) The director of human resources and labor relations shall review and update the program annually. Said review and update shall include, but not be limited to, the allocation of new or changed positions and the determination of proper compensation rates pursuant to the provisions of this chapter.
 - (2) The city administrator shall prepare and introduce a yearly budget that reflects the needs of the program.
 - (3) Department heads shall make changes to job descriptions, job titles, and classifications, subject to the approval of the director of human resources and labor relations.
 - (4) The city administrator shall annually review the table of organization described in Section 82-31 of this Code and approve mid-year changes to the table of organization not requiring council approval.
 - (5) The city administrator may approve modifying, adding, or deleting positions to facilitate the needs of the business while maintaining the approved city-wide budget.

Sec. 82-2. *Medical insurance.*

Fractet
Personnel

- (a) *Election of retirees to participate.* Eligible employees who retire after January 1, 1977, may participate in the city's medical insurance family, employee plus spouse, employee plus child(ren), or single plan for retirees, subject to the limitations and conditions listed under subsection (c). Such election shall be made on or before the date of retirement. Employees who do not elect coverage at the time of retirement are deemed to have waived their right to participate, subject to continuation rights they may have pursuant to federal and state law."
- (b) *Payment of premiums.* Eligible retirees who elect to participate in the city's medical insurance plan pursuant to subsection (a) shall prepay monthly, via direct deposit, the entire rate for their medical plan coverage, as established from time to time by the city or its insurance carrier, to the finance director/treasurer on or before the fifteenth day of the month preceding coverage. A fee of fifty (\$50.00) dollars shall be added to the established premium for any failure to pay by the fifteenth, including rejection of a direct deposit. Any eligible retiree who fails to pay the premium and all fees by the last day of the month shall be terminated from the plan effective the first day of the following month, absent extraordinary circumstances completely beyond the control of such retiree. In the event a retiree wishes to appeal this decision, he or she may do so, in writing, within thirty days of the fee being charged. Said appeal would be directly to licensing, hearings, and public safety committee.
- (c) *Limitations and conditions:*
- (1) The employee must have reached normal retirement age as determined for annuity computation purposes and must receive a monthly retirement annuity from the Wisconsin Retirement Fund.
 - (2) The employee is not eligible for any other group health insurance while employed elsewhere.
 - (3) When the employee or his spouse becomes eligible for any government-sponsored insurance programs, the coverage shall be changed to a non-duplicating plan.
- (d) *Surviving spouse.* A surviving spouse of an active, disabled or a retired employee may elect to participate in the City of Sheboygan medical benefit plan at his/her own expense, subject to the limitations and conditions listed below, excepting as otherwise set forth in any labor agreements passed by the common council. Said surviving spouse shall not be eligible for dental coverage under the City of Sheboygan plan except as required by applicable law.

- (1) The employee, or retired employee, must have fifteen years or more of continuous City Service and be enrolled in the City of Sheboygan medical benefit plan at the time of his/her death.
- (2) Said election shall be irrevocable and shall be made within thirty days after the date of death of the employee or retired employee and said spouse may remain in the aforementioned plan indefinitely, subject to the other provisions herein.
- (3) Said surviving spouse shall pay, monthly, via direct deposit, the entire rate for medical plan coverage, as established from time to time by the city or its insurance carrier to the finance director/treasurer on or before the fifteenth day of the month preceding coverage. Said payments shall not be reduced by any contractual city contribution for medical plan rates for which the deceased employee or retired employee may have been eligible. Upon failure to pay by the fifteenth, or if the direct deposit rejects, a late payment fee of fifty (\$50.00) dollars shall be added to the established premium. Failure to pay the premium and late payment fee by the last day of the month shall result in termination from the plan effective the first day of the following month, absent extraordinary circumstances totally beyond the control of such surviving spouse as determined by the common council upon recommendation of the finance and personnel committee.
- (4) Coverage under the above plan shall be limited to the surviving spouse and the deceased's legally dependent children, inclusive of unborn, as of the date of the employee's or retired employee's death. Said coverage for the surviving spouse and deceased's legally dependent children shall terminate upon a change in the marital status of the surviving spouse.
- (5) The surviving spouse must sign an affidavit of eligibility upon initial enrollment and may not be eligible for any type of medical plan coverage as a result of being employed elsewhere. Said affidavit must be completed and signed on an annual basis. Lack of response or failure to include factual information in the affidavit will result in the surviving spouse being terminated from the City of Sheboygan medical benefit plan.
- (6) When the surviving spouse becomes eligible for any government-sponsored insurance program, the coverage shall be changed to a non-duplicating plan.

- (7) The terms "dependent" and "disabled" as used herein are as defined in the City's medical benefit plan summary.
- (8) The surviving spouse of employees with less than 15 years of service will be offered coverage as required under applicable law and will be ineligible for further City coverage when the coverage required by law expires.

Sec. 82-3. *False statements, reports.*

No persons shall make any false statement or report with regard to any test, certification or appointment made under any provisions of this chapter or in any manner commit or attempt to commit any fraud preventing the impartial execution of this chapter and policies.

Sec. 82-4. *Bribery.*

No person shall directly or indirectly give, render, pay, offer, solicit or accept any money, service or valuable consideration for any appointment, proposed appointment, promotion or proposed promotion to, or any advantage in, a position in the city service.

Sec. 82-5. *Political activities.*

- (a) Nothing hereinafter contained shall affect the right of the city employee to hold membership in and support a political party, to vote as he or she chooses, to express privately his or her opinions on all political subjects and candidates, to maintain political neutrality and to attend political meetings.
- (b) No employee shall engage in political activities during regular work hours, nor shall any employee wear his or her uniform, badge or other indicia of office/employment while engaging in political activities.
- (c) No employee shall erect, construct or post political posters on city property or buildings. Political posters shall not be displayed or posted on the private automobiles of employees when parked on city premises furnished to the employee by the city for the parking of such vehicle during regular work hours, except bumper strips on bumpers.
- (d) No person shall directly or indirectly solicit or receive subscriptions, assessments, contributions, or services or any partisan or nonpartisan political purpose from any employee in city service or use his or her influence to coerce the political action

of any employee while such employee is on city premises during any regular working hours.

- (e) Unless otherwise prohibited, any city employee may be a candidate for political office and may actively campaign therefor without jeopardizing his or her employment with the city. (Note: No city employee elected to a city political office may serve in violation of the restrictions contained in Wisconsin Statutes 946.13 and 66.0501).
- (f) For the purposes of this section, political activity shall mean activity calculated to improve or favor the changes of any political party or any person seeking or attempting to hold political office; such definition of political activities shall include but not be limited to campaigning for candidates or political parties, circulating nomination papers, registering voters, collecting contributions or selling fund-raising tickets, distributing campaign material, organizing political rallies or meetings.

Sec. 82-6. Effect of violations.

- (a) Any employee who is guilty of a violation of section 82-3 through 82-5 of this chapter shall be subject to disciplinary action which may include demotion, suspension and/or termination of employment.
- (b) An elected official, a department head, or any person who is not an employee of the city who is guilty of a violation of section 82-3 through 82-5 of this chapter shall be subject to a forfeiture of not less than fifty dollars (\$50.00) nor more than two hundred fifty dollars (\$250.00), together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed thirty days.

Sec. 82-7. Alleged or Apparent Strikers.

- (a) Employees who may be deemed to be alleged or apparent strikers will not receive their regular pay, sick leave pay, or be permitted plus time pay. All employees who are on an approved vacation which was prescheduled will receive the approved amount of vacation pay. All lost time by strikers shall be reported as absent without leave. All strikers and their agents will be subject to provisions of any appropriate law, applicable rules and regulations, ordinances and contracts covering the prohibition of strikes and absence without leave from assigned jobs and subject to replacement.

(b) Employees are deemed to have refused to work during a strike in the following cases:

- (1) Refusal to cross picket lines with equipment or to obtain equipment.
- (2) Refusal to cross picket line to enter their place of work.
- (3) Refusal to be transported to their place of work by city vehicle even if they are furnished such transportation outside the picket lines.
- (4) Refusal to work because of being in sympathy with the strikers.
- (5) Leaving jobs during the work day to attend union meeting.

The above are examples of reasons for refusal to work. Any unauthorized reason for refusal to work falls into this category even though not stated above. These employees will not receive their regular pay, call-in pay, sick leave pay or be permitted plus time pay. Employees in this category will only be paid for authorized time actually worked.

(c) Employees who are available and willing to work but cannot work for a variety of reasons, such as:

- (1) Lack of equipment.
- (2) Inability to proceed without workers on strike, upon whom they depend for completing their tasks.
- (3) Inclement weather.

These employees whose contract allows for a two-hour call-in pay will be paid that amount, but no additional plus or minus hours will be issued.

(d) The following guidelines are furnished to department heads of union groups with respect to employees in their department who present themselves in the regular way for regular employment during the strike or work stoppage. Any employee in the department who is able and willing to work and presents himself for work in the department at the usual and customary time and place shall be permitted to work conditioned upon the following:

- (1) That the regular or customary work to which such employee is

normally assigned is available and that such employee can discharge his normal duties.

- (2) That the equipment which such employee normally uses is available and operating, if equipment is necessary for such employee normally in the discharge of his duties.

Sec. 82-8. *Application to employees of boards, commissions.*

The classification and compensation provisions of this chapter shall apply to employees of all boards and commissions after the governing bodies thereof so approve by resolution duly adopted.

Sec. 82-9. *"Employee" defined.*

The term "employee" whenever used in this chapter shall include all officers, supervisors, and department and division heads of the city except those excluded under section 82-23.

Secs. 82-10 – 82-20. Reserved.

ARTICLE II. POSITION CLASSIFICATION

Sec. 82-21. *Division of offices.*

All offices in the public service in the city shall be divided into two (2) classes, namely, the classified and unclassified service.

(a) *Unclassified positions.*

- (1) All officials elected by the people.
- (2) Election officials appointed pursuant to Sec. 7.30, Wis. Stats.
- (3) All officers, members or employees of city boards, commissions, utilities or authorities.
- (4) All employees appointed by the mayor and/or common council.
- (5) Other positions designated by the common council as unclassified.
- (6) All employees in the unclassified service except those excluded under section 82-23 shall be governed by this chapter and the same provisions relating to the classified service with respect to hours, paid time off ("PTO"), holidays,

political activities, unlawful acts, all as provided in this chapter.

- (b) *Classified positions.* All other offices and positions not designated otherwise shall be included in the classified service, with the exceptions of such employment or positions relating to temporary, seasonal or part-time work or work created for relief purposes.

Sec. 82-22. *Establishing classifications.*

All positions in the municipal service, except those listed in section 82-23, shall be grouped into classes and each class shall include those positions sufficiently similar in respect to their duties and responsibilities so that similar requirements as to training, experience, knowledge, skill, personal qualities, and the same rates of compensation are applicable thereto. The civil service status of positions is not affected by their inclusion or exclusion from the provisions of this section.

Sec. 82-23. *Excluded positions.*

The provisions of this chapter (except sections 82-5 and 82-6) shall not apply to the following offices and positions:

- (a) Officers of the city government who are elected by the voters of the city, except that compensation as provided in section 82-61.
- (b) Members of city boards and commissions and members and employees of city utilities and authorities.
- (c) Officers and employees of the library board.
- (d) Officers and employees subject to the jurisdiction of the municipal water utility department and paid from the funds of such department.

Sec. 82-24. *Hiring of new employees generally.*

- (a) When any department head learns that a vacancy has occurred or is about to occur in any full-time position in the city service in his department, except positions excluded pursuant to Section 82-23, he or she shall forward a written request to the director of human resources and labor relations to fill the vacant position for approval.
- (b) Once approved, the director of human resources and labor relations shall forward the approval to the city administrator, who may make

any modifications to the table of organization (including numbers of employees) and job descriptions he or she deems appropriate which are cost-neutral with regard to the city budget.

- (c) Upon notice from the city administrator that all such changes have been made, the director of human resources and labor relations shall proceed with the hiring process and fill the position. If filling the vacant position necessitates a modification to the budget, the director of human resources and labor relations shall request the finance and personnel committee authorize filling the position as part of the budget transfer process. If the finance and personnel committee fails to approve filling the position, it shall set forth its reasons in writing, and the affected department shall have the right to appeal the decision to deny to the common council.
- (d) The filling of any vacant position pursuant to this section shall be certified in accordance with the following procedure:
 - (1) When filling a vacancy by selection of an eligible candidate from a list established on the basis of an open competitive examination, the appointing authority, subject to the approval of the director of human resources and labor relations, may specify requirements of particular experience, education, skill and/or physical requirements necessary for successful performance. The director of human resources and labor relations shall certify the name or names of those persons categorized as best qualified to fill the vacancy in accordance with these requirements and civil service rules and regulations. The appointing authority shall make his or her appointment from those certified.
 - (2) In promotional examinations, appropriate consideration shall be given to employee qualifications, record of performance and ability.
 - (3) For protective service vacancies, the selection shall be in accordance with police and fire commission regulations and any labor agreement or applicable department policy.
 - (4) The appointing authority, subject to the approval of the director of human resources and labor relations, may make a provisional appointment from an eligible list in accordance with of this subsection even though the incumbent has not yet vacated the position provided approval has been received in accordance with this subsection. The eligible person so appointed will be accorded all the benefits of a regular

appointee and shall retain all rights of certification to the permanent appointment.

Sec. 82-25. *Abolition of positions generally.*

Whenever in the judgment of the city administrator or the common council it becomes necessary in the interest of economy, lack of work or funds, or other just causes to abolish any position in the classified service, the person filling such position shall cease to be employed. Where the number of employees in a class code is reduced, city administrator may consider seniority, performance appraisals, conduct, skill, and ability in determining the order of layoff, except where otherwise provided for in labor agreements entered into by the city. Qualifications, skill and ability, and work performance are given greater weight than seniority in the event of a reduction in force. If all things are equal, seniority will be the determining consideration. Regarding seniority, years of service as a full-time employee are calculated. Part-time service will be given prorated credit. For example, an employee who worked twenty hours per week average will be given credit for one-half (1/2) year of service.

Sec. 82-26. *Agreements authorized.*

- (a) The director of human resources and labor relations is authorized and empowered to enter into reciprocal agreement within the approved budgetary limitations for the use of equipment, materials, facilities, and services with any agency or body for the benefit of the public personnel system.
- (b) The director of human resources and labor relations may enter into agreements with other governmental agencies charged with public personnel administration in conducting personnel tests, recruiting personnel, establishing eligibility lists, labor relations services, and the interchange of personnel.

Sec. 82-27. *Class specifications - Purpose and effect.*

Each class specification shall outline the main characteristics and qualification requirements of positions in the class and give examples of specific duties which employees holding such positions may properly be required to perform. The class specification is descriptive and explanatory but not restrictive. The listing of particular examples of duties does not preclude the assignment of other tasks by the department head or designated supervisory personnel.

Sec. 82-28. *Class specifications - Statements of qualifications.*

The statement of qualifications in a class specification is intended to

be used as a guide in selecting persons for examinations and employment, for preparing examinations and for use in determining the relative value of positions in a class with positions in other classes. In addition, the director of human resources and labor relations will establish minimum standards for all other factors as may be held to relate to the ability of the candidate to perform with reasonable efficiency.

Sec. 82-29. *Class specifications - Applying specifications to positions.*

In determining the class to which a position should be allocated, the specification of each class shall be considered in its entirety and in relation to the specifications of the classes in the classification plan.

Sec. 82-30. *Classification plan.*

The classification plan shall consist of the classes referred to in section 82-31, with such changes as may be approved by the council. All positions in each class shall be compensated in accordance with the class grade for each class as shown in section 82-31 and the rates for such class grades referred to in section 82-54.

Sec. 82-31. *List of classes and class specifications.*

The classification schedule shall include a table of organization and compensation grade schedules showing the position title, pay scale, and compensation of all positions of employment in the city service to which the provisions of this section shall apply. An updated copy of said table of organization shall be annually in the non-represented compensation plan. Additionally, a copy of the table of organization shall be kept on file in the city clerk's office.

Secs. 82-32 - 82-50. Reserved.

ARTICLE III. COMPENSATION PLAN

Sec. 82-51. *Compensation limited.*

No provision of this article shall be construed as authorizing any increase in salary or wage during a fiscal year which would result in exceeding appropriations made for such purpose. No city employee shall retain any fees or compensation received by virtue of his employment with the city other than authorized by the common council; such fees shall be paid into the city treasury.

Sec. 82-52. *General payroll procedure.*

The director of human resources and labor relations shall make necessary

changes in the payroll procedure, establish hourly rates based on the number of hours to be worked and the amount earned, and make such other incidental changes not in conflict with this chapter.

Sec. 82-53. *Full-time earnings basis.*

The biweekly rates of pay are based on full-time employment at normal working hours for the respective classes of positions as referred to in section 82-31; provided, however, that the salaries of non-represented supervisory, professional and administrative positions exempt under the federal Fair Labor Standards Act are fixed according to the responsibilities to be fulfilled and are not based on a fixed number of hours of work per week and shall not be adjusted with variations in work schedules, unless part-time employment is specifically provided.

Sec. 82-54. *Salary and wage schedules.*

Salary and wage schedules with hourly rates and straight-time yearly rates for a full-time employee (full-time for the calculation of a yearly rate is forty hours per week, 2,080 per year) for all salary grades in the city service to which this article shall be applicable are established and listed in the non-represented compensation program on file in the human resources department.

Sec. 82-55. *Base salary of police and fire personnel.*

The base salary of police shall include reporting time. In addition, the base salary of police and fire personnel shall include a prorated amount of holiday pay per pay period.

Sec. 82-56. *Biweekly payment of earnings.*

Except for elected officials and employees covered under a valid collective bargaining agreement providing otherwise, all salaries and wages shall be paid biweekly for salaries and wages earned during the biweekly period preceding the most current biweekly period (i.e. two-week holdback).

Sec. 82-57. *Acting pay for non-represented employees.*

- (a) When a temporary vacancy occurs of more than two calendar weeks but less than six months in a non-represented position, the director of human resources and labor relations, in consultation with the affected department head, may recommend to the city administrator an appropriate subordinate non-represented employee to fill the position on an acting basis for the duration of the temporary vacancy. Positions in the transit, police and fire departments require the approval of the respective commissions. If the

subordinate is in a lower salary grade while serving in such an acting capacity, the subordinate shall receive additional compensation for the additional work assigned. An increase of ten percent is assigned when acting in full-capacity; a reduced amount will be issued for limited acting duties or when partial duties are assigned. This amount will be issued after a replacement starts in the form of a lump-sum for all acting time. In no case shall the temporary increase in pay be greater than the salary of the person who left.

- (b) Within six months of the beginning of a temporary vacancy, the City Administrator will determine whether the opening will remain or a change in the table of organization needs to be made, and will inform the employee filling the position on an acting basis as to the status of the replacement. The employee may be reclassified to the position he/she is actually performing. In case of such a reclassification, his or her pay will be adjusted to match the new classification based on the employee's performance.

Sec. 82-58. *Worker's compensation.*

A full-time or permanent part-time city service employee, except an employee of the board of water commissioners, who sustains a compensable injury while performing within the scope of his or her employment as provided by Chapter 102, Wis. Stats. (Worker's Compensation Act), shall receive compensation in accordance with state statutes. The first three days of a lost time injury will be unpaid, after which the employee will receive his/her eligible amount of compensation directly from the city's third party administrator for worker's compensation.

Sec. 82-59. *Temporary, seasonal employees.*

- (a) Temporary or seasonal employees shall be paid in accordance with the "extra help schedule" and amendments thereto and prepared annually by the director of human resources and labor relations.
- (b) Temporary or seasonal employees who return to the same department and perform essentially the same duties may be advanced in pay within the pay grade based upon satisfactory service and the recommendation of the department head. Returning seasonal employees will not be paid greater than the amount listed as top-pay for "extra help."

Sec. 82-60. *Car allowances.*

Officers or employees who are required to use their privately owned automobiles in the conduct of city business are entitled to reimbursement on

a per mile basis equal to per mile basis approved by the Internal Revenue Service for income tax purposes. Official increases or decreases announced by the Internal Revenue Service will not be retroactive but shall be effective on the first of the month following the announced increase or decrease by the Internal Revenue Service. To be eligible for reimbursement, an employee must comply with the expense reimbursement policy.

Sec. 82-61. *Elected officials.*

The finance and personnel committee shall recommend for common council approval the initial salary for all elective positions and any and all inter-term increases for same at least thirteen months prior to the election date for each office. The common council shall act on such recommendations and establish the salaries for full-time elective positions not later than the final meeting of the council year preceding the year of election.

Sec. 82-62. *Starting rates on initial employment.*

Original hires who have all the qualifications to any position shall be offered the minimum pay for that position. In the case where a potential employee has the majority of qualifications, that employee may be offered an amount less than minimum until the point that he/she achieves the qualification, at which time the employee will be brought to the minimum. In the case an employee is hired who already has advanced training and/or experience required for a position, the initial rate offered upon hire may be greater than minimum but no greater than the top of the salary range, subject to the approval from the city administrator for a salary that is at or over market rate/mid-point in the range. At no time will an employee receive greater than the top pay in a salary grade (with the exception of those who whose wage is greater than the maximum salary for that employee's classification and where the position has not been revised to another pay grade; in such a situation, the employee's salary shall be frozen until such time that an adjustment in the market rate causes his or her salary to fall under the maximum for the classification range.

Sec. 82-63. *Starting rates on new position.*

Whenever an employee is assigned a position not previously held by him and such change is not in the nature of a promotion, he or she shall receive the entrance rate in the range established for such position or such other rate within the applicable range as he or she may be entitled to by reason of crediting him in his new position with such prior service that is found to meet the following conditions: The character and nature of the duties of the position to which the employee was assigned are similar to those of the new position; and the service in the former position provided experience valuable to the performance of the new position.

Sec. 82-64. *Starting rates on promotion.*

In any case where an employee is promoted to a class with a higher pay range, the entrance rates shall be at no-less than the minimum base pay in the applicable range as he or she may be entitled to by reason of crediting him with prior experience that is directly related to the new position, except as otherwise provided for in any labor agreements approved and passed by the council.

Sec. 82-65. *Starting rates on demotion.*

Whenever an employee is demoted to a position for which he or she is qualified, be it voluntary or involuntary, he or she shall be compensated at a rate not less than the minimum pay for the new position.

Sec. 82-66. *Increases in compensation.*

- (a) The director of human resources and labor relations has the authority to identify necessary adjustments to position descriptions. The city administrator must approve any substantive changes to the job description, including salary grade changes necessary to reflect market value.
- (b) Department heads requesting consideration for modifying a salary grade must complete the appropriate reclassification request form to properly document the specific information requested for consideration and keep a record of the reasons for the justified change, if any.

Sec. 82-67. *Continuity of service.*

- (a) Service requirements for advancement within compensation ranges and for other purposes as specified in this article shall have the implication of continuous service, which means employment in the city service without break or interruption. Leaves of absence without pay of less than thirty workdays and leaves with pay shall not be considered interruptions of continuous service, nor shall the length of time of such leaves be deducted from the length of continuous service. However, leave of absence of greater than thirty days may reduce performance increase amounts unless that leave is protected by law, including but not limited to coverage by a qualified Family Medical Leave Act certification or by military leave pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994.
- (b) Except as otherwise provided under federal or state law and regulations for covered absences for service in the armed forces of

the United States, absences shall not be deducted in compiling total service, but shall not serve in the calculation of current benefits pursuant to continuous service. For example, vacation calculation is earned by actual time worked the previous year. Though the employee will receive his/her original hire date for the vacation scheduled (total number of years served will not be deducted while serving), only the actual time worked on the city job will be used in the prorating of earned vacation upon return from active duty.

- (c) Qualified family medical leave absences (FML) will not disrupt an employee's continuity of service. Any identified pay increase that would have occurred while the employee was out on FML would become effective upon the date of return from the leave, i.e. retroactive pay would not apply.

Sec. 82-68. Overtime for non-represented employees.

- (a) The normal work schedule for full-time, nonexempt employees is five eight-hour periods, totaling forty hours per week. This schedule may be revised as necessary depending on customer and/or city requirements, as determined by management. Each employee needs to work with their supervisor to define the expected hours of work. Employees may need to flex their schedule to maintain a forty hour work week. The time flexed must be approved in advance by management and be contained within a two-week, 80-hour payroll cycle. If an employee flexes their schedule during the forty-hour work week, time worked in excess of eight hours a day can only be taken on an hour-for-hour basis. In other words, if an employee works ten hours on Monday, the additional two hours flexed on Monday may be taken off later in the week at straight-time hours, not time-and-one-half. Employees may not save (bank) additional time off for use in another pay period. If customer and/or city requirements prevent an employee from utilizing their flexed time, the employee will be paid overtime for hours worked in excess of forty-hours in a week. Holiday time issued in a work-week is viewed as work time for the purposes of calculating overtime pay.
- (b) Exempt employees are full-time employees who work a minimum of forty hours per week. Due to the executive, administrative or professional nature of these positions, exempt employees are paid a defined salary for their position rather than an hourly rate. Therefore, if the position requires additional hours (over forty) during the work week, those who hold exempt positions are expected to perform their duties as part of their work week. The additional time worked is considered part of the position expectations and is exempt from overtime pay.

- (c) Overtime compensation for nonexempt salaried and hourly full-time, part-time seasonal and temporary employees will be paid for hours worked in excess of forty hours per week in accordance with applicable laws. Holiday time issued during a week counts as time worked for overtime purposes.
- (d) Exempt employees under the fair labor standards act and elected officials will not receive overtime pay.

Sec. 82-69. *Non-represented, exempt employees.*

The City of Sheboygan adheres to the requirement of the federal Fair Labor Standards Act ("FLSA") relating to the exempt employment status of an employee. To qualify for the executive employee exemption, all of the following tests must be met:

- (a) The employee must be compensated on a salary basis (as defined in the federal regulations related to the FLSA) at a rate not less than \$455 per week;
- (b) The employee's primary duty must be managing the enterprise or managing a customarily recognized department or subdivision of the enterprise;
- (c) The employee must customarily and regularly direct the work of at least two or more other full-time employees or their equivalent; and,
- (d) The employee must have the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change of status of other employees must be given particular weight.

The director of human resources and labor relations shall maintain and regularly update a list of each position that qualifies for the executive employee exception under the FLSA.

Sec. 82-70. *Hours of employment.*

- (a) Except as otherwise provided, the standard work week for regular, full-time employees of the city will be forty hours, but this is not construed to mean a guarantee of minimum hours of work or a limitation of the number of hours which the city may require an employee to work.
- (b) The work week, except as otherwise provided, will commence at 12:01 a.m. Sunday morning and end at 11:59 p.m. Saturday night.
- (c) The work day, except as otherwise provided, shall be from 12:01 a.m. to 12:00 midnight.

Sec. 82-71. *Administration and records.*

- (a) In emergencies, a department head may prescribe reasonable periods of overtime work to meet operational needs. Such overtime shall be justified as required by the appointing authority concerned.
- (b) All non-exempt and hourly employees in the city service are required to enter their time worked daily in an electronic timekeeping system under their personal login codes, or complete a timecard and sign the card for authenticity. This may include requests for paid time off.

Sec. 82-72. *Computation generally.*

Overtime payment is based on the employee's regular rate of pay as defined in the federal Fair Labor Standards Act.

Secs. 82-73 – 82-90. Reserved.

ARTICLE IV. LEAVE PROGRAM

Sec. 82-91. *General rules applying to all leaves of absence in this article.*

- (a) *Restrictions on granting.* Leaves of absence shall not be granted to any employee to accept another position or engage in a business venture or to practice a profession or occupation. A leave of absence which has been granted for any other reason shall automatically be terminated should it be found that the employee on such leave has accepted another position or has engaged in a full-time business venture, profession or occupation. These restrictions shall not apply, however, in any of the following situations:

- (1) If the employee affected has been appointed or elected to a position in the service of the City of Sheboygan, County of Sheboygan, State of Wisconsin, or the United States.
 - (2) If the employee in question has been inducted into the Armed Forces of the United States.
- (b) *Failure to return or revocation of leave.* Failure to report at the expiration of a leave of absence or if a leave has been disapproved or revoked shall be cause for separation from active employment (termination of employment) unless a justifiable reason is submitted within ten days after said expiration, disapproval or revocation, which is acceptable to the granting authority concerned.

Sec. 82-92. *Leaves of absence without pay.*

The city administrator may authorize special leaves of absence without pay and fringe benefits on the prescribed form for any period or periods not to exceed three calendar months in any one calendar year for purposes other than provided in this article that are deemed beneficial to the city service.

Sec. 82-93. *Training leave.*

- (a) Leaves of absence with pay may be granted in accordance with subsection (b) for attendance at a college, business school, or training institute for the purpose of training in subjects directly related to the work of the employee and which will benefit the city service.
- (b)
 - (1) For periods not to exceed three calendar weeks in any one calendar year, with the approval of the city administrator.
 - (2) For periods exceeding three calendar weeks but not exceeding twelve calendar weeks, upon the recommendation of the city administrator, subject to the approval of the finance and personnel committee.

Sec. 82-94. *Jury duty.*

Employees who are subpoenaed and serve on jury duty on an involuntary basis on any days which are scheduled workdays for them shall be excused for the time spent in jury service and will receive pay continuation (not to exceed a total of 8 hours per day or forty hours per week) for the time they

actually serve on jury duty, including any time they are required by the court to be immediately available. Employees shall only be eligible for pay continuation on days they are actually ordered to report for jury duty.

- (a) The employee must present proof of jury duty service, stating the dates and hours per day served on jury duty.
- (b) Other than mileage or meal money, employees shall immediately endorse his/her check for such jury service over to the finance director/treasurer for deposit into the proper fund.
- (c) When the employee is excused for jury service, either temporarily or permanently, the employee shall report back to work within one hour to complete his/her shift.

Sec. 82-95. *Departmental leave.*

In addition to other leaves authorized by the provisions of this article, a department head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten working days in any calendar year.

Sec. 82-96. *Special leave.*

The council, upon the recommendation of the city administrator, may grant leaves of absence with or without pay in excess of the provisions of this article for the purpose of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the city service.

Sec. 82-97. *Unauthorized absence.*

An employee who is absent from duty shall report the reason therefor to his supervisor prior to the date of absence, when possible, and in no case later than noon on the first day of absence (emergency situations aside). All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence unless the supervisor approves the absence. Unapproved absences may be made the grounds for disciplinary action, up to and including termination, even on the first offense."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~IX~~

Gen. Ord. No. _____ - 19 - 20. By Alderpersons Bohren and Wolf.
February 3, 2020.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of South Business Drive (Parcel No. 59281471031) from Class Suburban Residential (SR-5) to Class Neighborhood Commercial (NC) Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Suburban Residential (SR-5) to Class Neighborhood Commercial (NC) Classification:

Property located off of South Business Drive (Parcel No. 59281471031).

Part of the SW 1/4 of the NE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows:

Commencing at the east quarter corner of said Section 9; thence S 00°10'44" W, along the east line of said SE 1/4, 1264.49 feet to a point in the easterly extension of the north line of Rammer Pond Estates, a recorded subdivision in said SE 1/4; thence N 86°54'22" W, along said north line of Rammer Pond Estates and along the north line of Rammer Pond Estates 1st Addition and its westerly extension which is along the north line of Certified Survey Map recorded in Volume 19 on pages 130A-130E, as Document No. 1669866 and its easterly extension, 2486.99 feet to the reference line of S. Business Drive (C.T.H. "OK"); thence N 17°59'00" E, along said reference line, 397.23 feet; thence N 17°45'46" E continuing along said reference line, 990.05 feet to the northwest corner of lands described in Document No. 2033437 as recorded in said Sheboygan County Register of Deeds Office to the point of beginning of lands herein described; thence continuing N 17°45'46" E, along said reference line, 210.95 feet to the southwest corner of lands described in Document No. 2030991 as recorded in the Sheboygan County Register of Deeds Office; thence S 87°52'12" E, along the south line of said lands described in Document No. 2030991 and along the south line of lands described in Document No. 2083381, 477.17 feet; thence S 02°22'03" W, 49.14 feet; thence S 43°37'36" W, 209.86 feet to the northeast corner of lands

City Plan

described in Volume 1061, page 876-877, as Document No. 1157964; thence N 87°24'29" W, along the south line of said lands described in Volume 1061, page 876-877 and along the north line of lands described in Document No. 2033437, 394.78 feet to the point of beginning.

Containing 92,813 square feet (2.131 acres) more or less.

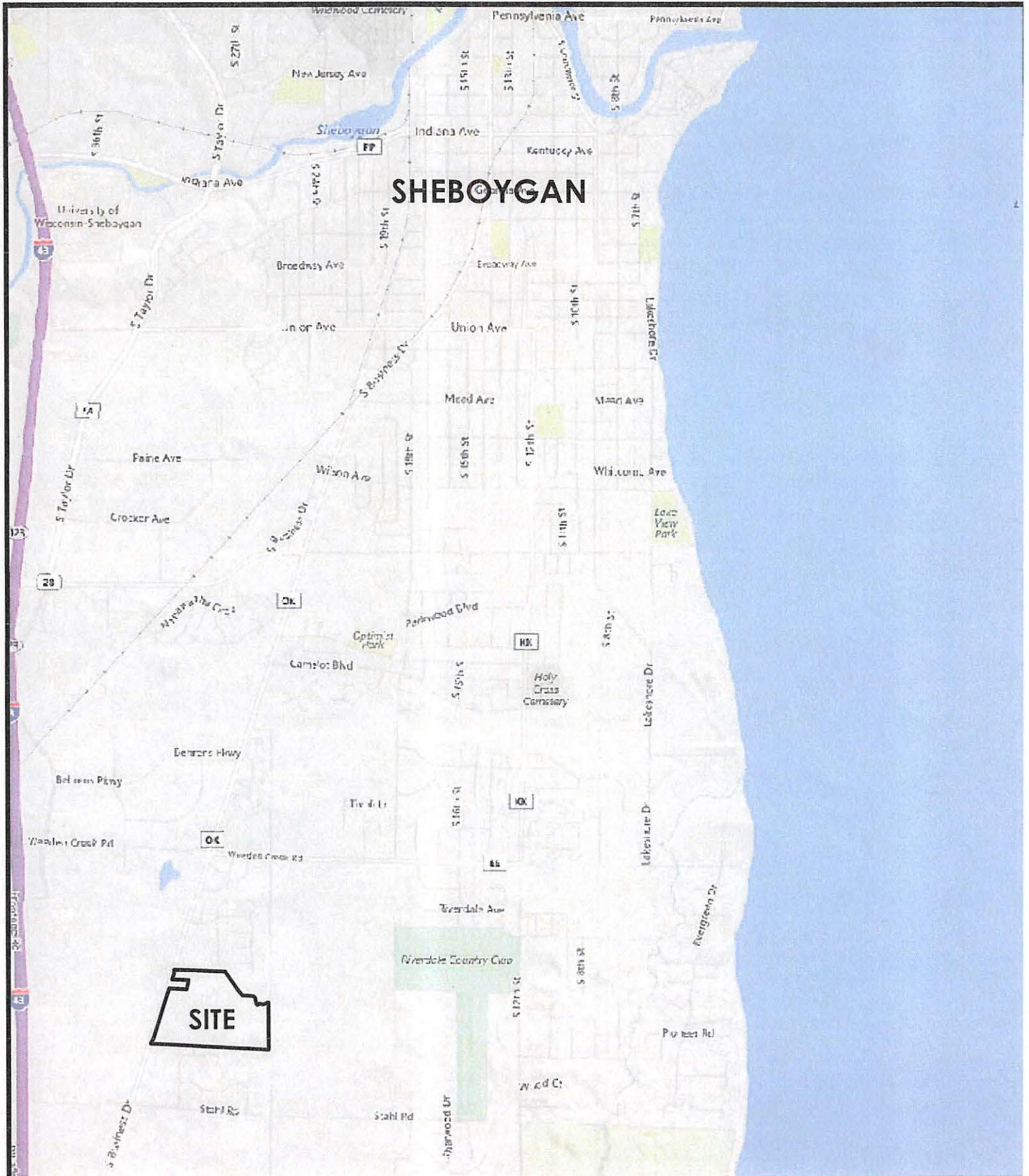
Note: This legal description contains lands lying within S. Business Drive (C.T.H. "OK") right of way

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



January 13, 2020

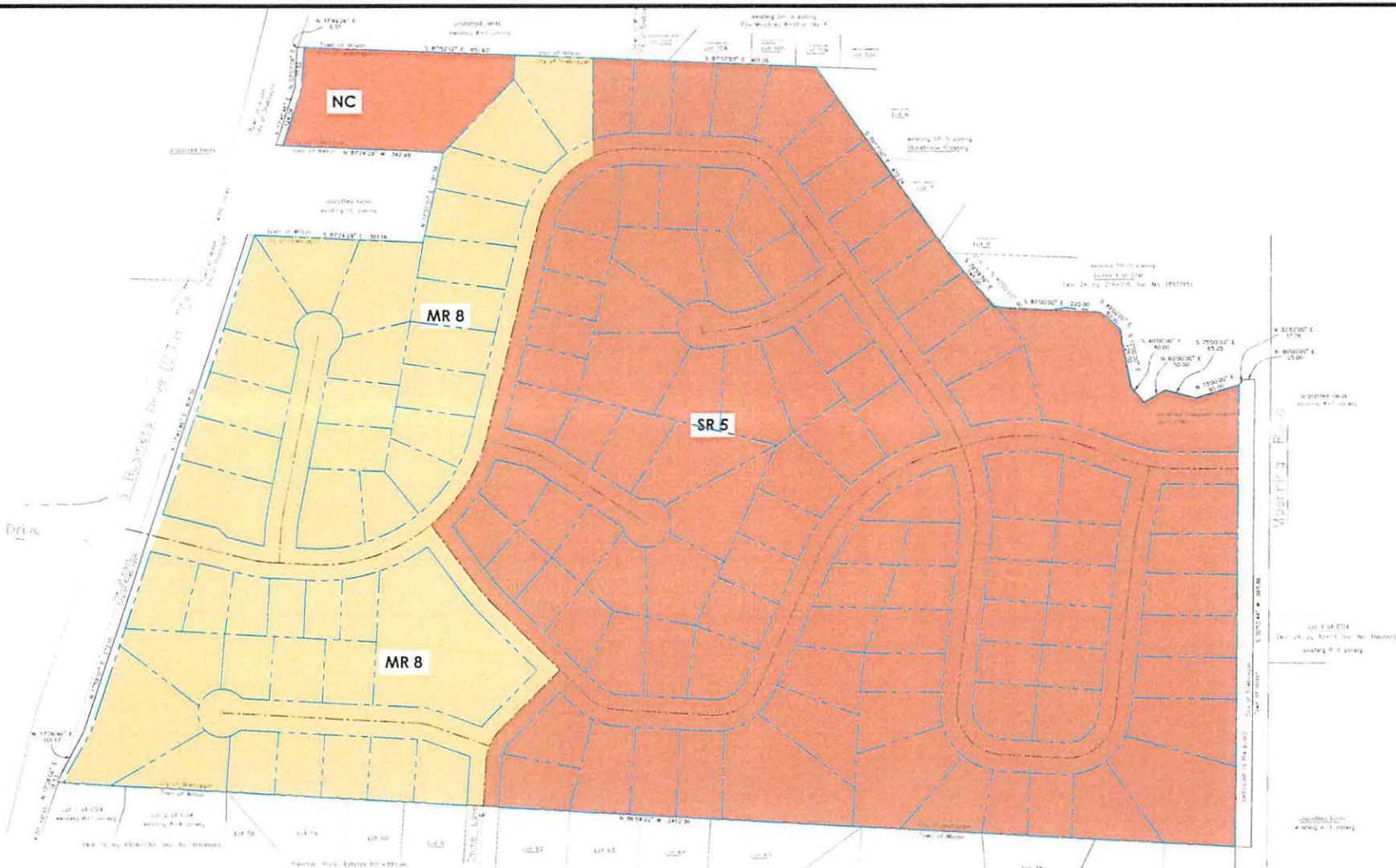
Location Map

Sheboygan, WI



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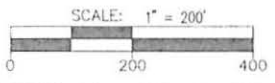




HATCH LEGEND

-  SR-5 - SUBURBAN RESIDENTIAL - 5 DISTRICT
(44.7 ACRES)
-  MR-8 - MIXED RESIDENTIAL - 8 DISTRICT
(20.2 ACRES)
-  NC - NEIGHBORHOOD COMMERCIAL DISTRICT
(1.8 ACRES)

January 27, 2020
Proposed Zoning Map
 Sheboygan, WI



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IX

Gen. Ord. No. - 19 - 20 . By Alderpersons Bohren and Wolf.
February 3, 2020.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of Moenning Road (Parcel No. 59281471051 and Parcel No. 59281471040 and Parcel No. 59281471035) from Class Mixed Residential (MR-8) to Class Suburban Residential (SR-5) Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Mixed Residential (MR-8) to Class Suburban Residential (SR-5) Classification.

Property located off of Moenning Road (Parcel No. 59281471051 and Parcel No. 59281471040 and Parcel No. 59281471035).

Part of the NE 1/4 and NW 1/4 of the SE 1/4 and part of the SE 1/4 and SW 1/4 of the NE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows:

Commencing at the east quarter corner of said Section 9; thence S 00°10'44" W, along the east line of said SE 1/4, 298.63 feet to the most southeast corner of Certified Survey Map recorded in the Sheboygan County Register of Deeds Office in Volume 24 on pages 214-216, as Document No. 1897215, being the point of beginning of lands herein described; thence continuing, S 00°10'44" W, along said east line of the SE 1/4, 965.86 feet to a point in the easterly extension of the north line of Rammer Pond Estates, a recorded subdivision in said SE 1/4; thence N 86°54'22" W, along said north line of Rammer Pond Estates and along the north line of Rammer Pond Estates 1st Addition, 1580.24 feet to the centerline of Chime Lane; thence N 03°05'38" E, at right angles, 91.13 feet; thence northeasterly, along the arc of a curve to the right 71.77 feet, chord N 23°39'14" E 70.24 feet, curve radius 100.00 feet, delta 41°07'12"; thence N 44°12'50" E, 176.61 feet; thence N 45°47'10" W, at right angles, 177.81 feet; thence northwesterly, along the arc of a curve to the right 80.52 feet chord N 41°10'22" W 80.43, curve radius 500.00 feet, delta 09°13'36"; thence N 36°33'34" W, 143.52 feet; thence northeasterly, along the arc of a curve to the left 220.98 feet, chord N 31°31'42" E 217.33 feet, curve radius 350.00 feet, delta 36°10'30"; thence N 13°26'27" E, 452.14 feet; thence northeasterly, along the arc of a curve to

City Plan

the right 182.42 feet, chord N 39°34'16" E 176.17 feet, curve radius 200.00, delta 52°15'39"; thence N 00°10'23" W, 204.28 feet to a point in the south line of lands described in Document No 2083381 as recorded in said Sheboygan County Register of Deeds Office; thence S 87°52'12" E, along the south line of lands described in Document No. 2083381, 45.64 to a point in the westerly extension of the south line of Fox Meadows Addition No. 6, a recorded subdivision in said NE 1/4; thence S 87°37'57" E, continuing along said south line of lands described in Document No. 2083381, along said westerly extension and along the south line of said Fox Meadows Addition No. 6, 411.26 feet to the northwest corner of Lot 6 of Stonebrook Crossing, a recorded subdivision in said SE 1/4 of the NE 1/4 and part of the NE 1/4 of the SE 1/4 of Section 9; thence S 35°17'00" E, along the southwesterly line of said Lot 6 and along the southwesterly line of Lots 7 and 8, 472.24 feet to the most southwesterly corner of said Lot 8; thence S 39°59'56" E, along the westerly line of said Certified Survey Map recorded in Volume 24 on pages 214-217, 145.00 feet; thence S 79°36'23" E, along a meander line, along the south side of a stream, 203.26 feet; thence S 20°51'48" E, continuing along said meander line, along the west side of said stream, 205.86 feet; thence N 89°20'56" E, continuing along said meander line, along the south side of said stream, 231.26 feet to a point in the right of way line of Moenning Road; thence N 00°10'44" E, along said right of way line, 75.43 feet; thence East, 33.00 feet to the point of beginning.

Containing 1,927,038 square feet (44.239 acres) more or less.

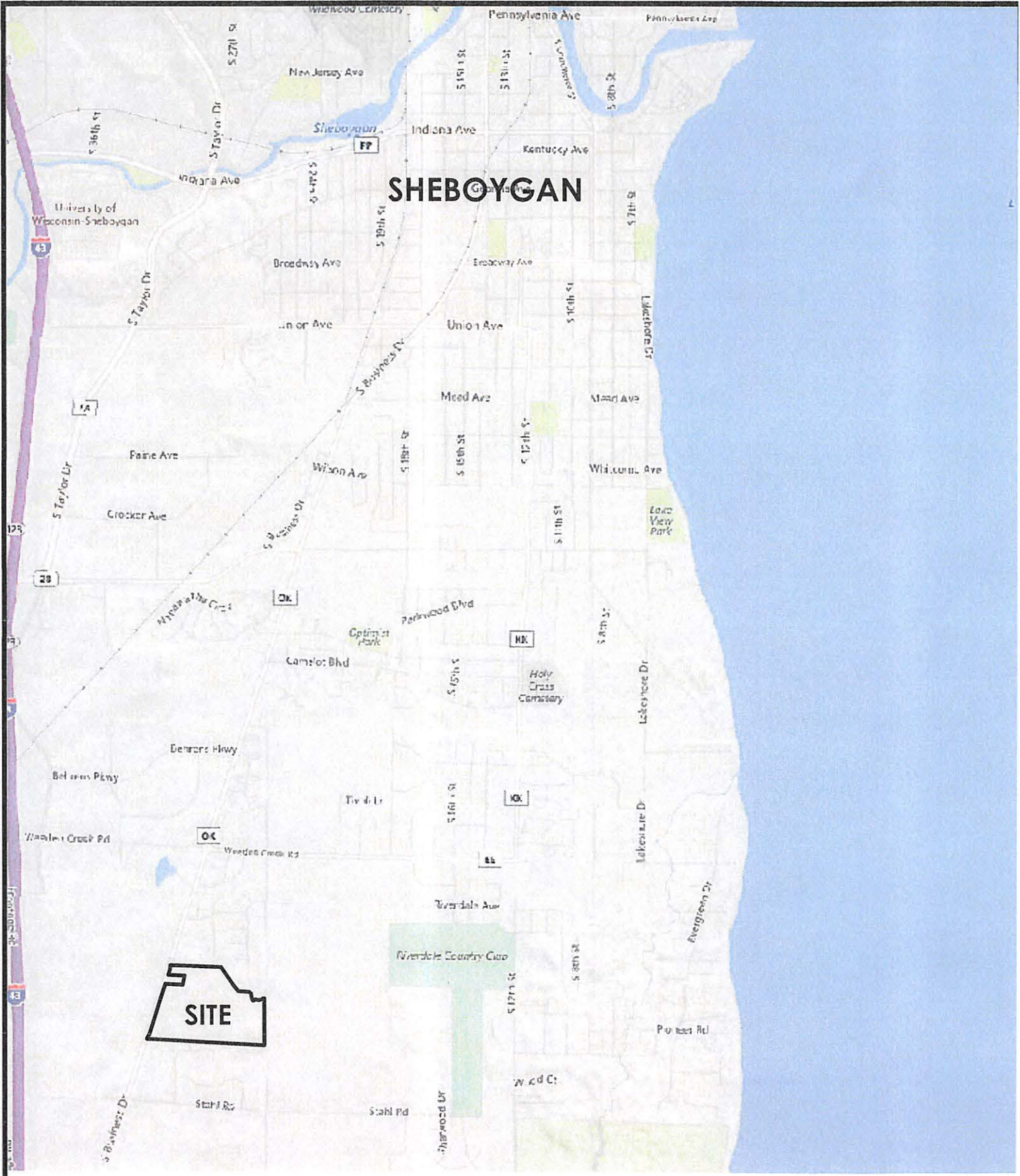
Together with those lands lying between said meander line and centerline of stream.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

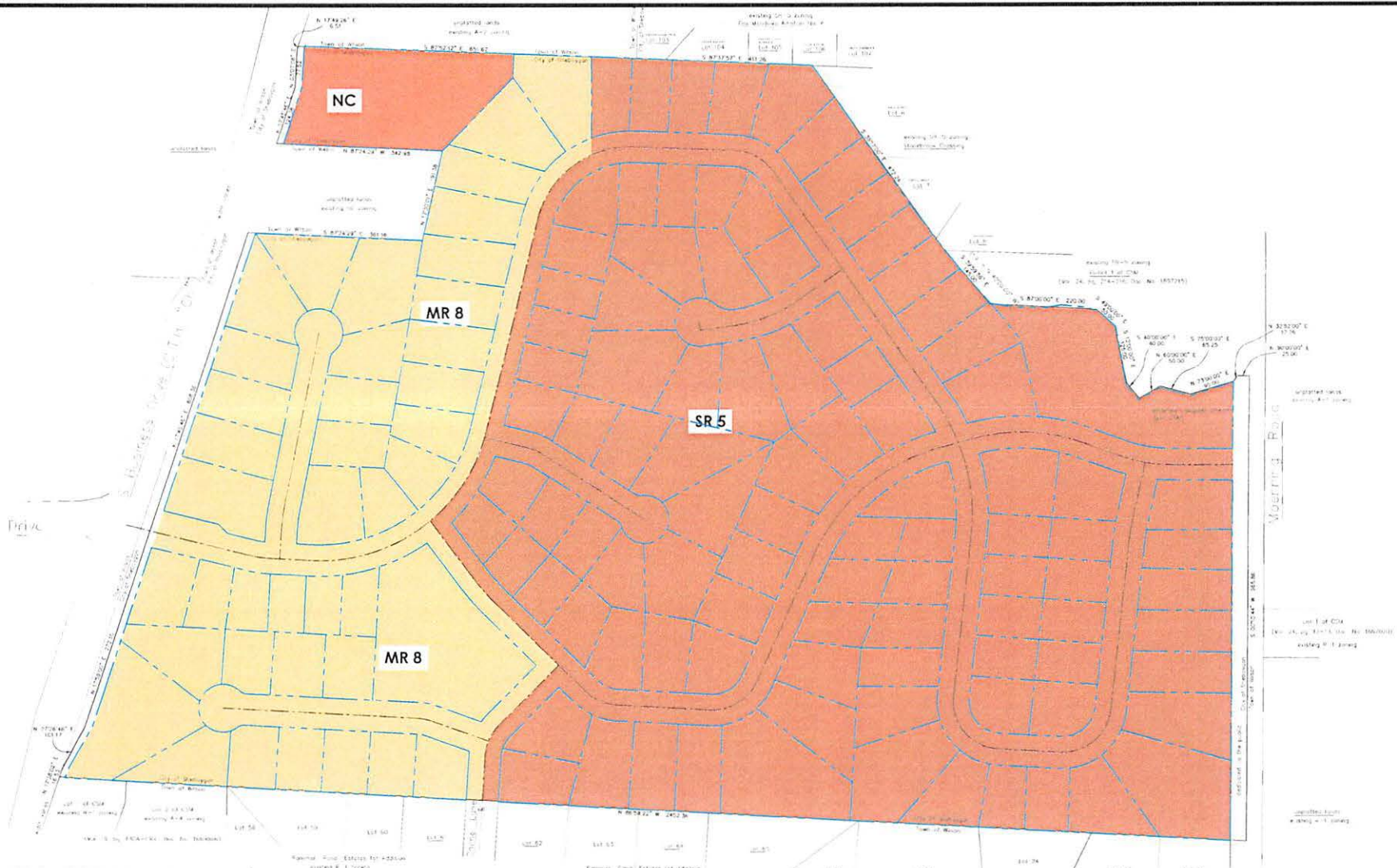


January 13, 2020
Location Map
 Sheboygan, WI



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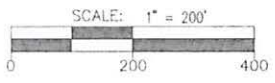




HATCH LEGEND

- SR-5 - SUBURBAN RESIDENTIAL - 5 DISTRICT
(44.7 ACRES)
- MR-8 - MIXED RESIDENTIAL - 8 DISTRICT
(20.2 ACRES)
- NC - NEIGHBORHOOD COMMERCIAL DISTRICT
(1.8 ACRES)

January 27, 2020
Proposed Zoning Map
 Sheboygan, WI



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Gen. Ord. No. - 19 - 20 . By Alderpersons Bohren and Wolf.
February 3, 2020.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of South Business Drive (Parcel No. 59281471031 and Parcel No. 59281471051) from Class Suburban Residential (SR-5) and Class Neighborhood Commercial (NC) to Class Mixed Residential (MR-8) Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Suburban Residential (SR-5) and Class Neighborhood Commercial (NC) to Class Mixed Residential (MR-8) Classification.

Property located off of South Business Drive (Parcel No. 59281471031 and Parcel No. 59281471051).

Part of the NE 1/4 and NW 1/4 of the SE 1/4 and part of the SE 1/4 and SW 1/4 of the NE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows:

Commencing at the east quarter corner of said Section 9; thence S 00°10'44" W, along the east line of said SE 1/4, 1264.49 feet to a point in the easterly extension of the north line of Rammer Pond Estates, a recorded subdivision in said SE 1/4; thence N 86°54'22" W, along said north line of Rammer Pond Estates and along the north line of Rammer Pond Estates 1st Addition, 1580.24 feet to the centerline of Chime Lane, being the point of beginning of lands herein described; thence continuing N 86°54'22" W, along said north line of Rammer Pond Estates 1st Addition and its westerly extension which is along the north line of Certified Survey Map recorded in Volume 19 on pages 130A-130E, as Document No. 1669866 and its easterly extension, 906.75 feet to the reference line of S. Business Drive (C.T.H. "OK"); thence N 17°59'00" E, along said reference line, 397.23 feet; thence N 17°45'46" E continuing along said reference line, 794.71 feet to the southwest corner of lands described in Document No. 2033437 as recorded in said Sheboygan County Register of Deeds Office; thence S 87°24'29" E, along the south line of said lands described in Document No. 2033437 and along the

south line of lands described in Volume 1061, page 876-877, as Document No. 1157964, 412.97 feet to the southeast corner of said lands; thence N 12°30'01" E, along the east line of said lands described in Volume 1061 on pages 876-877, 191.38 feet to the northeast corner of said lands; thence N 43°37'36" E, 209.86 feet; thence N 02°22'03" E, 49.14 feet to a point in the south line of lands described in Document No. 2083381; thence S 87°52'12" E, along said south line of lands described in Document No. 2083381, 160.38 feet; thence S 00°10'23" E, 204.28 feet; thence southwesterly, along the arc of a curve to the left 182.42 feet, chord S 39°34'16" W 176.17 feet, curve radius 200.00 feet, delta 52°15'39"; thence S 13°26'27" W, 452.14 feet; thence southwesterly, along the arc of a curve to the right 220.98 feet, chord S 31°31'42" W 217.33 feet, curve radius 350.00 feet, delta 36°10'30"; thence S 36°33'34" E, 143.52 feet; thence southeasterly, along the arc of a curve to the left 80.52 feet, chord S 41°10'22" E 80.43 feet, curve radius 500.00 feet, delta 09°13'36"; thence S 45°47'10" E, 177.81 feet; thence S 44°12'50" W, at right angles, 176.61 feet; thence southwesterly, along the arc of a curve to the left 71.77 feet, chord S 23°39'14" W 70.24 feet, curve radius 100.00 feet, delta 41°07'12"; thence S 03°05'38" W, 91.13 feet to the point of beginning.

Containing 955,304 square feet (21.931 acres) more or less.

Note: This legal description contains lands lying within S. Business Drive (C.T.H. "OK") right of way

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



January 13, 2020
Location Map
 Sheboygan, WI

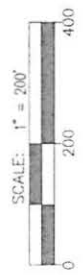


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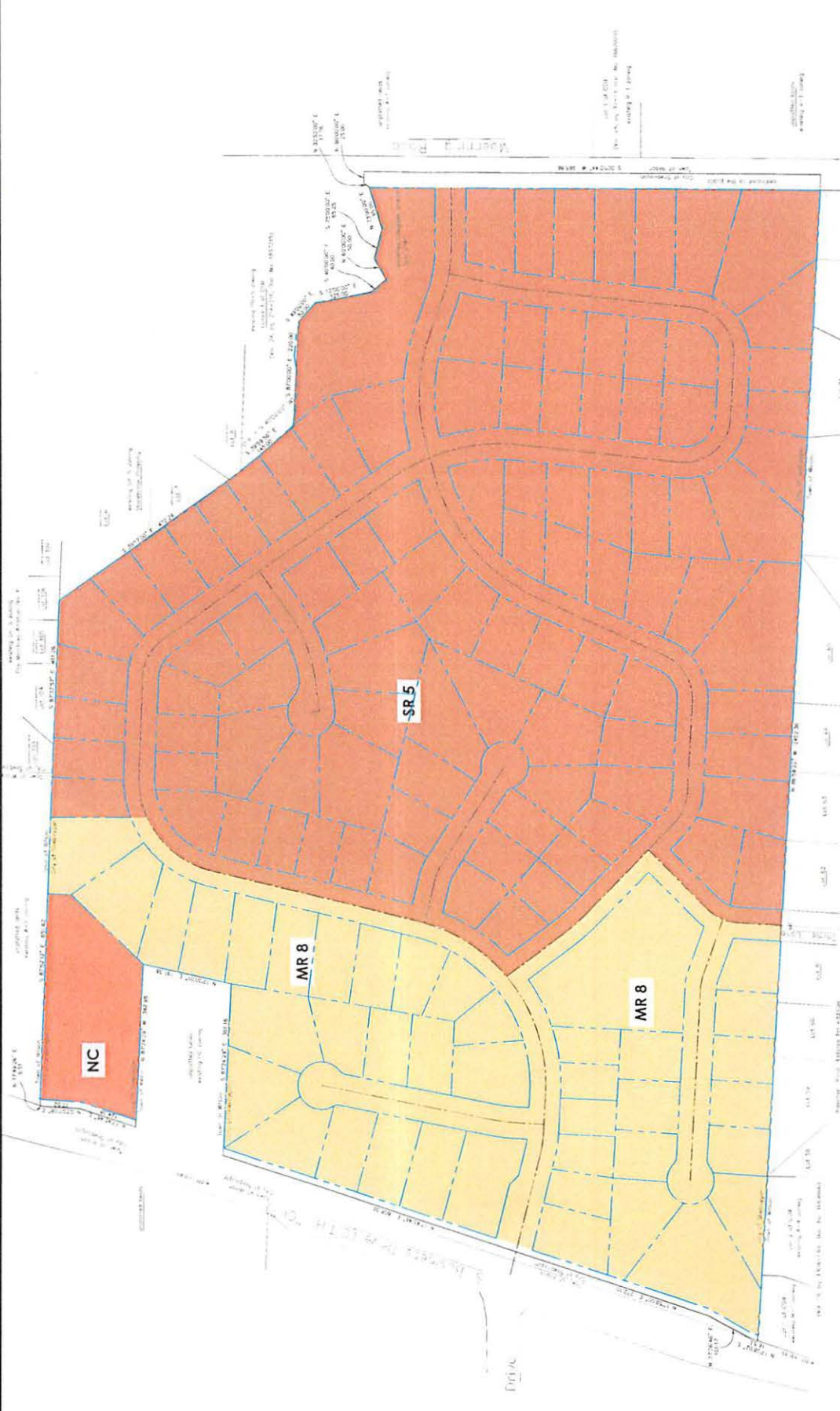
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January 27, 2020
Proposed Zoning Map
 Sheboygan, WI

HATCH LEGEND

-  SR-5 - SUBURBAN RESIDENTIAL - 5 DISTRICT (44.7 ACRES)
-  MR-8 - MIXED RESIDENTIAL - 8 DISTRICT (20.2 ACRES)
-  NC - NEIGHBORHOOD COMMERCIAL DISTRICT (1.8 ACRES)



II

R. O. No. 147 - 19 - 20. By CITY CLERK. February 3, 2020.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3096	Brunmeier, Kyrie K.	1129 Broadway Avenue
9747	Fanslau, Louicia A.	204 Beachwood Street, Cleveland
3092	Gangano, Eva S.	3621 Hubert Street
3095	Groothoff, Gabrielle S.	729 Kentucky Avenue
3090	Haas, Tyler J.	1922 Martin Avenue
1624	Holtz, Alyssa S.	1118 North Avenue
1460	Klima, Joangela N.	1927 S. 13 th Street
3088	Kunstman, Richard A. Jr.	2016 N. 21 st Street
8466	McMahon, Susan M.	932 Bell Avenue
0085	Meyer, Kristin L.	702 Fairway Drive
3087	Prahl, Rachel M.	6509 Paradise Ln, Sheboygan Falls
1385	Schnell, Tristan L.	2641 N. 30 th Street
8500	Roberts, Lisa M.	5558 Indian Mound Circle

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2273	Parker Johns BBQ & Pizza	705 Riverfront Drive - to include the north 6 parking stalls directly outside the front entrance of the building September 21-27, 2020.

MASSAGE ESTABLISHMENT (NEW) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3101	Alan Vodicka Massage & Energy	1327 N. 8 th Street

AVB

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9044	Ringel, Tammy L.	1105 Ontario Avenue
9814	Torres Maldonado, Silvestre	1833 N. 20 th Street