ATTACHMENTS

CITY OF SHEBOYGAN

AMENDEDTWENTY-FOURTH REGULAR COMMON COUNCIL MEETING

Monday, March 18, 2019

ALDERPERSONS PRESENT:
Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch (remote), Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

1.4 ELECTION - Alderperson - District 4

Motion by Wolf/Donohue to receive nominations from the floor, voting to be done by open ballot. If an option on the ballot does not receive a majority, balloting shall continue until one candidate receives a majority, was passed all Ayes. Wolf/Donohue placed the names of John Holzwart and Betty Rose-Ackley in as nominees, all ayes. Wolf/Donohue moved to close the nominations, all ayes. The vote was taken and Betty Rose-Ackley was elected Alderperson for District #4. The City Clerk swore in Alderperson Elect Rose-Ackley.

1.5 MAYOR'S APPOINTMENT - Newly elected Alderperson of District 4 to Licensing, Hearings, and Public Safety Committee. LAYS OVER.

1.6 CONFIRMATION OF MAYOR'S APPOINTMENT - Paul Gottsacker to the Historic Preservation Commission

MOTION TO CONFIRM
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

1.7 CONFIRMATION OF MAYOR'S APPOINTMENT - Vicky Schneider to the position of Director of Senior Services

MOTION TO CONFIRM
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

1.8 PRESENTATION - Mead Library Plaza Renovation Plans presented by Chad Pelishek.

1.9 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

1.10 MAYOR'S ANNOUNCEMENTS - UPCOMING COMMUNITY EVENTS, PROCLAMATIONS, EMPLOYEE RECOGNITIONS

2. CONSENT AGENDA

2.1 MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Resolution: MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

2.2 R. O. No. 227-18-19 by Board of Contractors Examiners submitting an application for Building Contractor License already granted (Holschbach). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

2.3 R. O. No. 228-18-19 by City Clerk submitting various license applications (Home Builders). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

2.4 R. C. No. 268-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 210-18-19 by City Clerk submitting various license applications; recommends granting license application #2577 (Heard). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

2.5 R. C. No. 269-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 226-18-19 by City Clerk submitting various license applications; recommends granting the licenses (Prohibition Bistro). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

2.6 R. C. No. 270-18-19 by Finance and Personnel Committee to whom was referred Res. No. 180-18-19 by Alderpersons Rindfleisch and Bohren authorizing the Purchasing Agent to issue a purchase order for the purchase of the 20 BCycle Bike Share Program and related software for use in the downtown and the waterfront areas; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

2.7 R. C. No. 271-18-19 by Finance and Personnel Committee to whom was referred Res. No. 181-18-19 by Alderpersons Rindfleisch and Bohren authorizing the Senior Activity Center of Sheboygan to accept a donation of an automated external defibrillator (AED) to be placed at the Senior Activity Center; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

2.8 R. C. No. 272-18-19 by Public Works Committee to whom was referred Res. No. 185-18-19 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a contract for the 2019 Sidewalk Program project; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

3. REPORTS OF OFFICERS

3.1 R. O. No. 229-18-19 by City Plan Commission to whom was referred Gen. Ord. No. 47-18-19 by Alderperson Phillips and R. O. No. 224-18-19 by City Clerk submitting a communication from Prohibition Bistro (Avni and Harry Latifi), requesting an encroachment into portions of Lot 1 Promenade, South Pier for the purpose of expanding the outdoor patio area; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 12, 2019, and after due consideration, recommends approval of the General Ordinance and R. O. ACCEPT AND FILE AND PASS ORDINANCE

MOTION TO ACCEPT AND FILE AND PASS ORDINANCE
Motion by Jim Bohren, second by Rose Phillips.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

3.2 R. O. No. 230-18-19 by Mayor submitting a communication from Mayor Michael Vandersteen on behalf of the Great Lakes and St. Lawrence Cities Initiative requesting two of the City days for the 2019 Great Lakes and St. Lawrence Cities Initiative Annual Conference at Blue Harbor on June 6 - 7, 2019. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.3 R. O. No. 231-18-19 by City Clerk submitting a claim from Margaret A. Bulkow for alleged damages to her vehicle when a City of Sheboygan bus struck the driver's side mirror. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.4 R. O. No. 232-18-19 by City Clerk submitting a communication from Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal 2019. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.5 R. O. No. 233-18-19 by Assistant Fire Chief Butler submitting the Annual Report for City of Sheboygan Fire Department for the year 2018. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4. RESOLUTIONS

4.1 Res. No. 187-18-19 by Alderpersons Rindfleisch and Bohren authorizing the City of Sheboygan to enter into a contract with Municipal Property Insurance Company (MPIC) for building and property insurance coverage. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.2 Res. No. 188-18-19 by Alderpersons Donohue and Sorenson authorizing the appropriate City Officials to enter into a contract with Mike Koenig Construction Co., Inc. for the installation of replacement windows at Sheboygan Fire Department Station #1. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.3 Res. No. 189-18-19 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to execute the Amendment to Operating Agreement Between City of Sheboygan and Power Pubs, LLC. REFER TO PUBLIC WORKS COMMITTEE

4.4 Res. No. 190-18-19 by Alderpersons Wolf and Sorenson expressing the sense of the Council that transitioning to an Automated Garbage and Recycling Collection Program is in the best interest of the City. REFER TO PUBLIC WORKS COMMITTEE

4.5 Res. No. 191-18-19 by Alderpersons Wolf and Sorenson authorizing the Department of Public Works to purchase seven New Way/Autocar automated garbage and recycling collection trucks. REFER TO PUBLIC WORKS COMMITTEE

4.6 Res. No. 192-18-19 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a contract with Sun Graphics Media for the creation of materials for public education and outreach related to the Automated Garbage and Recycling Program. REFER TO PUBLIC WORKS COMMITTEE

4.7 Res. No. 193-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to enter into a contract with Mike Koenig Construction, Inc. for the installation of new signage at the SouthPointe Enterprise Campus. REFER TO FINANCE AND PERSONNEL COMMITTEE

5. REPORT OF COMMITTEES

5.1 R. C. No. 273-18-19 by Finance and Personnel Committee to whom was referred Res. No. 182-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to execute the PILOT Agreement between the City of Sheboygan, Wasserman Redevelopment, LLC, and the Housing Authority of the City of Sheboygan, Wisconsin, with regard to the Housing Authority rental project located at 611 North Water Street; recommends approving the Resolution with amended agreement. ACCEPT AND ADOPT AND PASS RESOLUTION WITH AMENDED AGREEMENT

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION WITH AMENDED

AGREEMENT
Motion by Jim Bohren, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

5.2 R. C. No. 274-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 183-18-19 by Alderpersons Wolf and Donohue dissolving the Sustainable Sheboygan Task Force; recommends approving the Substitute Resolution. ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION
Motion by Mary Lynne Donohue, second by Todd Wolf.
Before action was taken, motion to hold document.
Motion by Jim Bohren, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Betty Rose-Ackley - 7.
Nay: Mary Lynne Donohue, Ron Rindfleisch, Trey Mitchell - 3.

5.3 R. C. No. 275-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 184-18-19 by Alderpersons Wolf and Donohue changing the starting time of the organizational meeting of the new council for council year 2019-20; recommends approving the Substitute Resolution. ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.

6. GENERAL ORDINANCE

6.1 Gen. Ord. No. 48-18-19 by Alderpersons Donohue, Sorenson, and Wolf amending Sections 58-31 and 58-33 of the Municipal Code to provide that the member of the library board appointed from the common council serve a one-year term. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

6.2 Gen. Ord. No. 49-18-19 by Alderpersons Wolf and Sorenson amending Section 18-15 of the Sheboygan Municipal Code to add a portion of Kiwanis Park as an area in which pets may be present when on a leash. REFER TO PUBLIC WORKS COMMITTEE

6.3 Gen. Ord. No. 50-18-19 by Alderpersons Wolf and Sorenson amending Section 74-57 of the Sheboygan Municipal Code with regard to locations in which the prohibition of glass beverage containers does not apply. REFER TO PUBLIC WORKS COMMITTEE

7. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

7.1 R. O. No. 234-18-19 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

7.2 Res. No. 194-18-19 by Alderpersons Wolf and Sorenson authorizing the Purchasing Agent to indicate the City's intent to obtain a new Vactor Truck in 2020. REFER TO PUBLIC WORKS COMMITTEE

8. CLOSED SESSION

8.1 MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., where competitive or bargaining reasons require a closed session related to opportunities for land transfer related to parcel numbers 59030454421, 59030454450, 59030454460, and 59030454462 located in the Town of Wilson.

MOTION TO CONVENE IN CLOSED SESSION
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, *Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 10.
*Alderperson Rindfleisch left the meeting before closed session due to remote attendance.

9. ADJOURN MEETING

9.1 Motion to Adjourn

MOTION TO ADJOURN
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell, Betty Rose-Ackley - 9.

Generated by Melissa Clevenger on Wednesday, March 20, 2019

City of Sheboygan
spirit on the lake

March 27, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

John Motiska to be considered for appointment to the Library Board to fill the unexpired term of Amanda Salazar whose term expires 4/19/2021.

MICHAEL J. VANDERSTEEN, MAYOR

Layo over

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

City of Sheboygan
spirit on the lake

March 15, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Betty Ackley, the Alderperson of District 4, to be considered for appointment to the Licensing, Hearings, and Public Safety Committee to fill the unexpired term of Rosemarie Trester whose term expires 4/15/2019.

MICHAEL J. VANDERSTEEN, MAYOR

OFFICE OF MAYOR

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1.5

City of Sheboygan
spirit on the lake

March 15, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

The newly elected Alderperson of District 4 to be considered for appointment to the Licensing, Hearings, and Public Safety Committee to fill the unexpired term of Rosemarie Trester whose term expires 4/15/2019.

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Lays over

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2018 Green Tier Annual Report on Sustainability

By: Chad Pelishek
Sustainability Coordinator

City of Sheboygan
spirit on the lake.

Green Tier Legacy Communities Annual Report

- In 2014, the City of Sheboygan joined the Green Tier Charter.
  - What is the Charter? It is network of WI communities working collaboratively on sustainable initiatives.
  - Each year, an Annual Report needs to submitted to the Wisconsin Department of Natural Resources reporting accomplishments from the previous year.

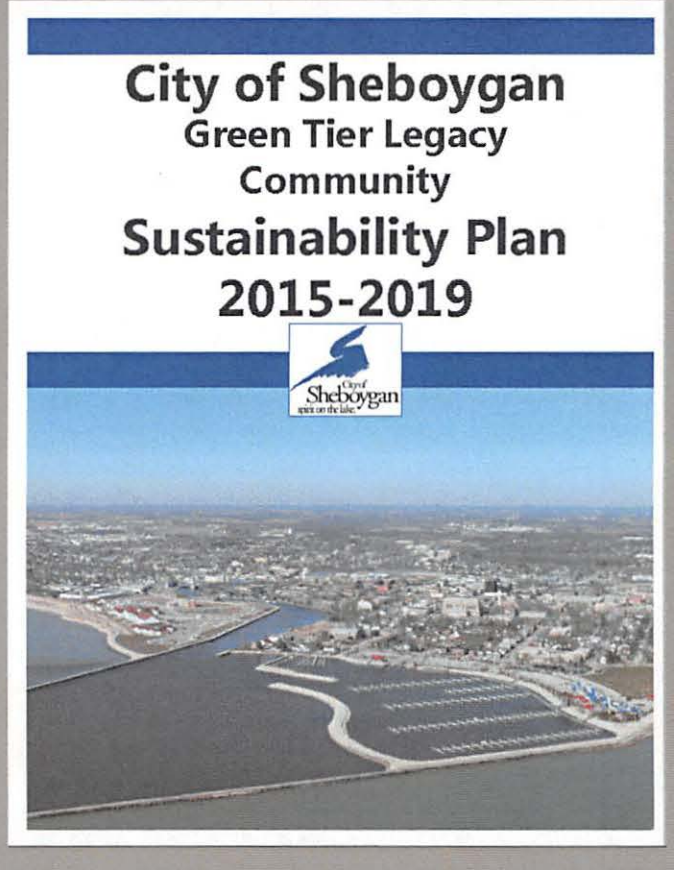
Green Tier Legacy Communities

Green Tier Charter Benefits

- Networking opportunities with other communities.
- Additional points on WDNR grant and loan applications.
- PACE Funding: Property Assessed Clean Energy- development incentive
- Allows the city to apply jointly for grant opportunities:
  - Tree grants, energy audit grants, health grants, etc.

City of Sheboygan Sustainability Plan

- In 2014, the Common Council accepted the City's first Sustainability Plan.
- Each year's actions/initiatives are consistent with the plan.



2018 Green Tier Accomplishments - Energy

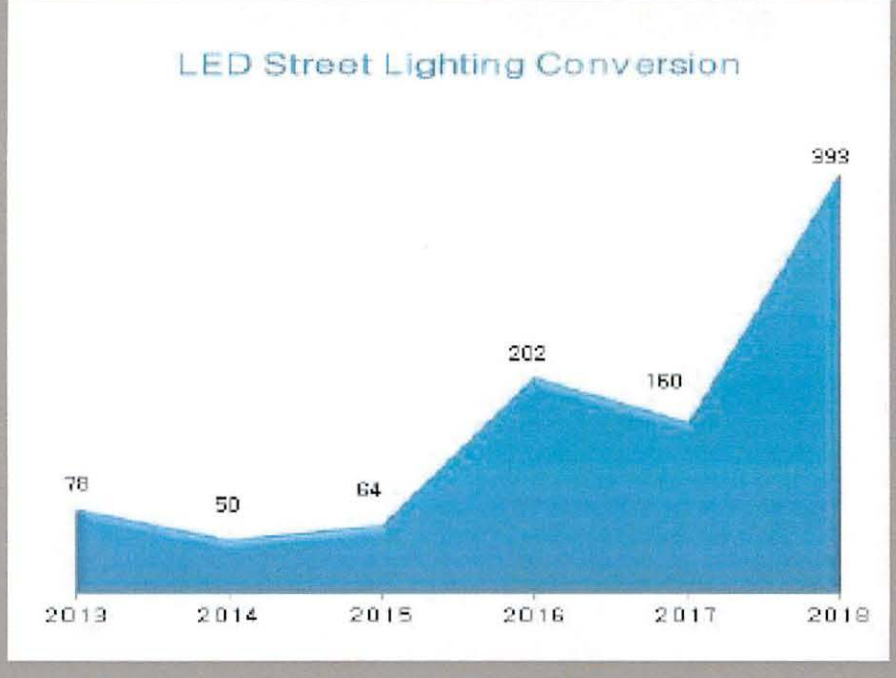
- **Bike Month and Bike with Mike**: First annual "Bike with Mike" event held to encourage residents to bike around the city.
- **Taco 'bout biking**: held in conjunction with Active8. The event encouraged people interested in biking to come together and talk about biking while eating tacos from a local restaurant.

2018 Green Tier Accomplishments- Energy

- Working towards SolSmart Designation: In 2018 staff applied for and is now working toward being designated as a SolSmart community in 2019. This designation would recognize that Sheboygan has worked to address local barriers to implementing solar technologies.

2018 Green Tier Accomplishments - Energy

- **Conversion of city-owned lights into LED fixtures**: in 2018, 393 light fixtures were converted to LED.



2018 Green Tier Accomplishments - Water

- **Wyland Foundation Pledge:** Mayor Vandersteen pledged that Sheboygan residents would lower water and energy consumption.
- **Rain barrels for sale at Maywood.**
- **Anti-icing prior to snow events.**
- **Continued street sweeping**: 32 weeks totaling 723.3 tons of debris collected and 338 tons of debris removed from catch basins

2018 Green Tier Accomplishments - Waste

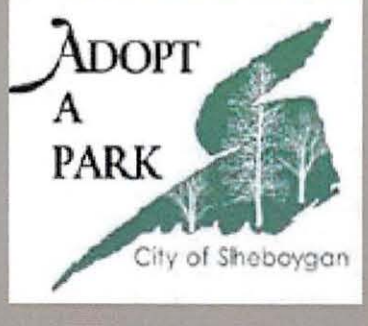
- Recycling and Composting:
  - 3,582 tons of recycling goods collected.
  - 182 tires
  - 234 tons of scrap metal
  - 10,700 gallons of oil
  - 1,734 tons of leaves
  - 2,830 tons of yard waste
  - Christmas Tree Recycling
  - Continued document shredding

2018 Green Tier Accomplishments - Community

- 2nd Year of Rock the Block Events
- 3rd Year of Fund for Lake Michigan Adopt a Beach and Adopt a Habitat programming at Sheboygan beaches for SASD elementary and middle school students.
- Wisconsin Active Together: Sheboygan joined this network of communities in 2018.

2018 Green Tier Accomplishments - Community

- **Adopt a Park/Adopt a Trail**: 2018 saw community groups becoming involved with Sheboygan's parks and trails.
- Winter Green at Mead Public Library



2018 Green Tier Accomplishments - Landuse

- **Green Infrastructure Code Update**: City staff worked with Bay Lake Regional Planning Commission to complete a city code review for green infrastructure.
- **Tree planting grant through Green Tier** for $20,000 in new trees to replace EAB trees.
- **Renovation of City Hall:** complete renovation creating an energy efficient building.

Questions

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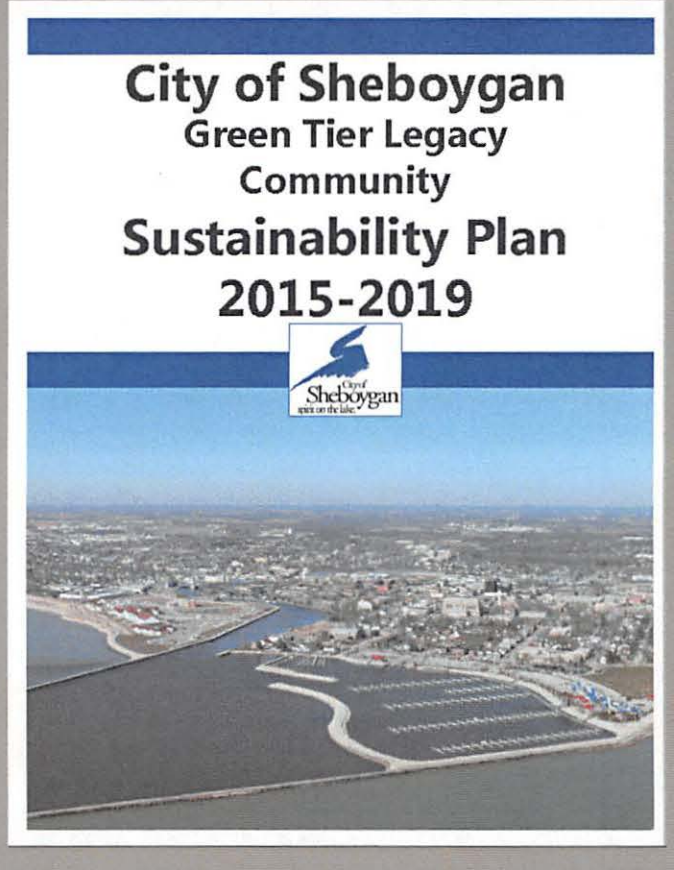

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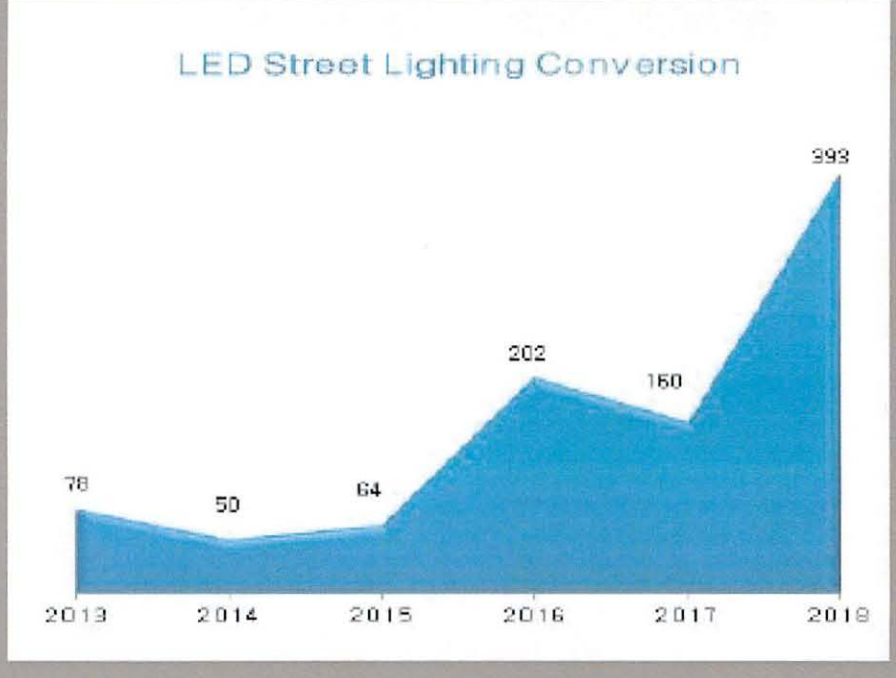

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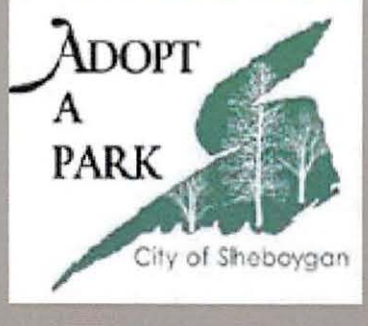

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- **Tree planting grant through Green Tier** for $20,000 in new trees to replace EAB trees.
- **Renovation of City Hall:** complete renovation creating an energy efficient building.

Questions

Hearing No. _____ - 18 - 19. April 3, 2019.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 1.

Any interested persons may be heard.

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2019 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave., and north of Broadway between the north-south alleys on either side of South 12 St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 1211 N 23rd St., between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on April 3rd, 2019 at 6:00 p.m., Sheboygan County Courthouse, 5th Floor, 615 N. 6th St.

Martin Halverson
Finance Director

PUBLISH MARCH 15, 2019 LEGAL NOTICE

CHARGE TO CITY OF SHEBOYGAN
FINANCE DEPARTMENT
ACCOUNT NO. 27493

Hearing No. _____ - 18 - 19. April 3, 2019.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 2.

Any interested persons may be heard.

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2019 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave., and north of Broadway between the north-south alleys on either side of South 12 St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 1211 N 23rd St., between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on April 3rd, 2019 at 6:00 p.m., Sheboygan County Courthouse, 5th Floor, 615 N. 6th St.

Martin Halverson
Finance Director

PUBLISH MARCH 15, 2019 LEGAL NOTICE

CHARGE TO CITY OF SHEBOYGAN
FINANCE DEPARTMENT
ACCOUNT NO. 27493

Hearing No. _____ - 18 - 19. April 3, 2019.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 4.

Any interested persons may be heard.

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2019 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave., and north of Broadway between the north-south alleys on either side of South 12 St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 1211 N 23rd St., between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on April 3rd, 2019 at 6:00 p.m., Sheboygan County Courthouse, 5th Floor, 615 N. 6th St.

Martin Halverson
Finance Director

PUBLISH MARCH 15, 2019 LEGAL NOTICE

CHARGE TO CITY OF SHEBOYGAN
FINANCE DEPARTMENT
ACCOUNT NO. 27493

Hearing No. _____ - 18 - 19. April 3, 2019.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 5.

Any interested persons may be heard.

PARKING ASSESSMENT DISTRICT

CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2019 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave., and north of Broadway between the north-south alleys on either side of South 12 St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 1211 N 23rd St., between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on April 3rd, 2019 at 6:00 p.m., Sheboygan County Courthouse, 5th Floor, 615 N. 6th St.

Martin Halverson
Finance Director

PUBLISH MARCH 15, 2019 LEGAL NOTICE

CHARGE TO CITY OF SHEBOYGAN
FINANCE DEPARTMENT
ACCOUNT NO. 27493

II

R. O. No. 236 - 18 - 19. By CITY CLERK. April 3, 2019.

Submitting various license applications.

City Clerk

SECONDHAND DEALER LICENSE (NEW)

No.	Name	Address
3386	ecoATM, LLC	1317 N. 25th Street

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
3388	Professional Women's Connection	PO Box 167 - One day event to be held 04/04/2019 at 2230 Kohler Memorial Drive to include wine.

consent

III

Res. No. _____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
April 3, 2019.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 1.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District 1, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

_____

_____

Consent

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. _____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
April 3, 2019.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 2.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District 2, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

Consent

_____

_____

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. _____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
April 3, 2019.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 4.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District 4, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

_____

_____

Consent

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. _____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
April 3, 2019.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 5.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District 5, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

_____

_____

Consent

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. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 3, 2019.

Your Committee to whom was referred R. O. No. 230-18-19 by Mayor Vandersteen submitting a communication on behalf of the Great Lakes and St. Lawrence Cities Initiative requesting two of the City days for the 2019 Great Lakes and St. Lawrence Cities Initiative Annual Conference at Blue Harbor on June 6 and 7, 2019; recommends approving the request.

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

II

3.2

R. O. No. 230 - 18 - 19. By MAYOR. March 18, 2019.

Submitting a communication from Mayor Michael Vandersteen on behalf of the Great Lakes and St. Lawrence Cities Initiative requesting two of the City days for the 2019 Great Lakes and St. Lawrence Cities Initiative Annual Conference at Blue Harbor on June 6 and 7, 2019.

MAYOR MICHAEL VANDERSTEEN

Finance and Personel
approve

VII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 3, 2019.

Your Committee to whom was referred R. O. No. 232-18-19 by City Clerk submitting a communication from Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal 2019; recommends approving the request.

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

II

3.4

R. O. No. 232 - 18 - 19. By CITY CLERK. March 18, 2019.

Submitting a communication from Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal 2019.

CITY CLERK

Finance ~~and Personnel~~
approve

March 14, 2019

Common Council
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Common Council,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected in our behalf and those funds allocated to us for fiscal 2019.

Thank you for your help in this matter.

Sincerely,

David O. Gass
President

John Motiska
Executive Director

VIII

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

Your Committee to whom was referred Res. No. 189-18-19 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to execute the Amendment to Operating Agreement Between City of Sheboygan and Power Pubs, LLC; recommends approving 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

4.3

Res. No. 189 - 18 - 19. By Alderpersons Wolf and Sorenson.
March 18, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Amendment to Operating Agreement Between City of Sheboygan and Power Pubs, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Amendment to Operating Agreement Between City of Sheboygan and Power Pubs, LLC, a copy of which is attached hereto and incorporated herein.

Public Works approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AMENDMENT TO
OPERATING AGREEMENT BETWEEN
CITY OF SHEBOYGAN
AND
POWER PUBS, LLC

This Amendment amends the Operating Agreement between the City of Sheboygan ("City") and Power Pubs, LLC, a Wisconsin Limited Liability Company ("Vendor") ("Agreement"). The Agreement was originally executed on September 3, 2018. Except as specified herein, the Agreement remains unchanged and in full force and effect.

The parties hereto are the parties to the Agreement and, for good and valuable consideration, mutually agree to the following amendments to the Agreement:

1. Subsection 3(B) of the Agreement shall be amended to state, in full: "Additional offerings. Vendor shall provide and offer for sale a light food menu. This menu shall include pretzels and snacks, and may also, but is not obligated to, include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan. If Vendor obtains and maintains the appropriate alcohol permits, Vendor may serve wine at the Premises."

2. Subsection 3(S) of the Agreement shall be amended to state, in full: "Payment. For the use of the Premises and the right to provide the services set forth therein, in addition to the utility costs imposed under Subsection G and the security deposit under subsection R above, Vendor agrees to pay the City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax minus Actual Credit Card Processing Fee minus Tips) (the "City Fee"). For the avoidance of doubt, Gross Revenue shall not include any Glass Deposit that Vendor receives, and no deduction from Gross Revenue shall be made for the return of any Glass Deposit. In 2019, Vendor shall remit the City Fee no later than December 1, 2019. Vendor may, but is not required to, make voluntary payments toward the City Fee prior to December 1, 2019. For all years after 2019, Vendor shall make estimated payments in fourths due no later than July 1, August 15, and October 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than December 1 of each year."

3. Paragraph 23 contains a definition of "Sales Reports." That definition shall be amended to state, in full: "Sales Reports shall contain: (1) quantities purchased, by SKU; (2) revenues generated, by SKU; (3) total gross revenue; (4) sales taxes; (5) credit card processing fee; (6) total Net Revenue; and (7) the City Fee.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their proper officers on the day and year first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

POWER PUBS, LLC

BY: _____
John L. Powers, Sole Member

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this ___ day of _____, 2019, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2019, the above-named John L. Powers, sole member of Power Pubs, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

This document authorized by and in accordance with Res. No. ___-18-19

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 3, 2019.

Your Committee to whom was referred Res. No. 193-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to enter into a contract with Mike Koenig Construction, Inc. for the installation of new signage at the SouthPointe Enterprise Campus; recommends approving 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

4.7

Res. No. 193 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
March 18, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Mike Koenig Construction, Inc. for the installation of new signage at the SouthPointe Enterprise Campus.

WHEREAS, the 2019 Capital Improvements Budget contemplates the City taking additional steps to establish and develop the SouthPointe Enterprise Campus, including the installation of two large electronic messaging boards on reinforced concrete and masonry bases and related electronic connections, erosion control, grading, landscaping and restoration (the "Project"); and

WHEREAS, the City engaged the services of Ruekert & Mielke, Inc. to develop plans and specifications for the Project; and

WHEREAS, City Staff has obtained and reviewed competitive bids for the Project; and

WHEREAS, the low bid was unresponsive because it only included the electronic signage portion of the project; and

WHEREAS, City Staff has reviewed the other bids, and determined that the lowest responsive bid, submitted by Mike Koenig Construction Co., Inc., meets all of the requirements from the bid documents; and

WHEREAS, the Common Council of the City of Sheboygan believes that it is in the best interest of the City to award a contract to Mike Koenig Construction Co., Inc. for the Project; and

WHEREAS, one prerequisite for the construction of the Project is the receipt of a permit from the Department of Transportation; and

WHEREAS, the City has applied for a permit from the Department of Transportation, but has not yet received that permit.

NOW, THEREFORE, BE IT RESOLVED: That upon receipt of a permit for the Project from the Department of Transportation, the appropriate City officials are authorized to enter into the attached contract in substantially similar form with Mike Koenig Construction, Inc. for the installation of the Project at the SouthPointe Enterprise Campus.

Finance and Personnel
approve

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of $255,400.00 from the TID 18 Capital Project Fund - Improvements other than Buildings Account No. 42861100-631100 for the project.

James a-Bohr

_____

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

THIS AGREEMENT is by and between the City of Sheboygan ("Owner") and _____("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:

Furnishing and construction of two masonry and reinforced concrete monument signs including signage, electronic messaging board, electrical work, grading, erosion control, landscaping and restoration.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents is a part is generally described as follows:

SouthPointe Enterprise Campus - Monument Signage and Landscaping

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Ruekert & Mielke, Inc.

3.02 The Owner has retained Ruekert & Mielke, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 130 days after the date when the Contract Times commence to run.

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 preceding 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 $420 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 $100 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 be imposed concurrently.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents for the following prices:

A. Lump Sum Bid Price: $_____

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 once each month during performance of the Work as provided in Paragraph 6.02.A.1 below. 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. Ninety-five 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.

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 as Engineer shall determine in accordance with Paragraph 15.01.C.6 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.

1. Prior to Owner reducing any retainage amount, Contractor shall furnish consent of surety to reduction in retainage.

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 moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the statutory rate of the State of Wisconsin.

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 any 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 this 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 00 52 00-7, inclusive).
2. Performance bond (pages 00 61 13.13-1 to 00 61 13.13-2, inclusive).
3. Payment bond (pages 00 61 13.16-1 to 00 61 13.16-2 inclusive).
4. General Conditions (pages 00 72 00-1 to 00 72 00-72, inclusive).
5. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-13, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings listed on the attached sheet index.
8. Addenda (numbers __ to __, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 00 41 00-1 to 00 41 00-5, inclusive).
    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
10. 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 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.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, 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.

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: None

IN WITNESS WHEREOF, Owner and Contractor have signed 2 copies of this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
For: CITY OF SHEBOYGAN	For: _____
By: _____ (Signature)	By: _____ (Signature)
_____ (Print Name)	_____ (Print Name)
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
828 CENTER AVENUE	_____
SHEBOYGAN, WI 53081	_____
_____	_____

This is to certify that provisions have been made to pay the expense that will accrue under this Contract.

_____
Clerk, Treasurer, or other designated Official

Approved as to form:

_____
(Attorney for Owner)

VIII

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

Your Committee to whom was referred Res. No. 194-18-19 by Alderpersons Wolf and Sorenson authorizing the Purchasing Agent to indicate the City's intent to obtain a new Vactor Truck in 2020; recommends approving 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 OTHER MATTERS 7.2

Res. No. 194 - 18 - 19. By Alderpersons Wolf and Sorenson.
March 18, 2019.

A RESOLUTION authorizing the Purchasing Agent to indicate the City's intent to obtain a new Vactor Truck in 2020.

WHEREAS, in 2015 the City of Sheboygan entered into a five-year operating lease for the lease/purchase of a heavy duty sanitary sewer maintenance vehicle known as a Vactor, which is used to keep sanitary sewer pipelines flowing freely and to clear the pipes when clogging is an issue; and

WHEREAS, the five-year lease ends in 2020, and includes a balloon payment that the City may use to purchase the vehicle or use as an offset to the cost of leasing a new vehicle; and

WHEREAS, given the long lead time associated with a Vactor, if the City wishes to take delivery of a new Vactor in 2020, it must indicate its desire to do so in 2019; and

WHEREAS, because the Vactor is a particularly complicated piece of equipment, in order to ensure the Vactor is available when it is needed, City staff recommends, and the Council agrees, that it is in the best interest of the City that the City obtain a new Vactor Truck in 2020 rather than purchase the vehicle it began using in 2015; and

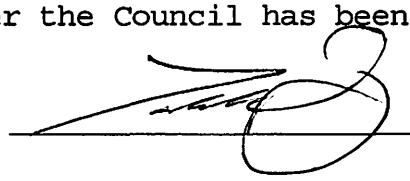
WHEREAS, the Council desires to use an appropriate financing mechanism to fund the new Vactor Truck; and

WHEREAS, the Vactor is available from MacQueen Equipment, Inc. under the Sourcewell National Purchasing Organization and, therefore, competitive bidding is not required for the Vactor Truck itself.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to indicate to MacQueen Equipment, Inc. that the City's intent is to obtain a new Vactor Truck in 2020.

Public Works approve

BE IT FURTHER RESOLVED: That no expenditure of funds is authorized by this Resolution. In accordance with state law, any expenditure of funds, and any approval of an agreement regarding financing will be reviewed and, if acceptable, approved at a later time after the Council has been presented with a final version of the agreement.



_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

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

Your Committee to whom was referred Gen. Ord. No. 49-18-19 by Alderpersons Wolf and Sorenson amending Section 18-15 of the Sheboygan Municipal Code to add a portion of Kiwanis Park as an area in which pets may be present when on a leash; recommends approving the Ordinance.

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

X

6.2

Gen. Ord. No. 49 - 18 - 19. By Alderpersons Wolf and Sorenson.
March 18, 2019.

AN ORDINANCE amending Section 18-15 of the Sheboygan Municipal Code to add a portion of Kiwanis Park as an area in which pets may be present when on a leash.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 18-15 of the Municipal Code entitled "Pets prohibited in parks and on public grounds except in designated areas; regulations" is hereby repealed and recreated in subsection (c)(1) thereof to read as follows:

"Sec. 18-15. Pets prohibited in parks and on public grounds except in designated areas; regulations.

. . .

(c) On-leash areas.

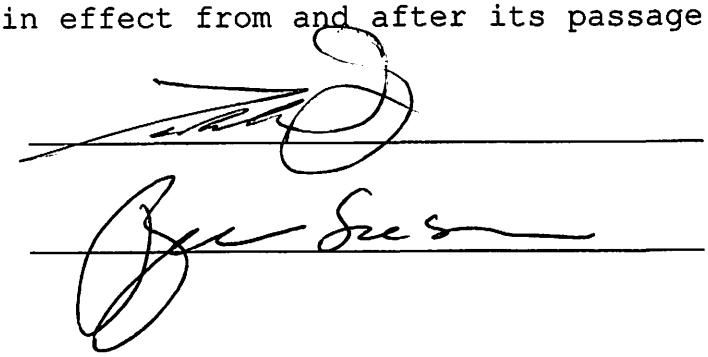
(1) Pets shall be allowed at the following locations: provided they are restrained by a substantial leash or chain not exceeding eight feet in length, or a retractable leash not exceeding 15 feet in length in the hands of a person directly controlling the movement of the animal:

. . .

g. Area 8 of Kiwanis Park when a Biergarten authorized by the Common Council is in operations (except during a festival in which all of Kiwanis Park has been rented, even if the Biergarten is in operations during that time)."

Public Works approve

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

II

R. O. No. _____ - 18 - 19. By DIRECTOR OF PLANNING AND DEVELOPMENT AND SUSTAINABILITY COORDINATOR, Chad Pelishek.
April 3, 2019.

Submitting the 2018 Green Tier Legacy Communities Annual Report outlining the City of Sheboygan's 2018 sustainable accomplishments and reporting that the document will be submitted to the Wisconsin Department of Natural Resources.

The City of Sheboygan joined the Green Tier Charter in 2013. The Charter provides valuable networking, grant opportunities, and resources for the City's Sustainability initiatives. A requirement of being a member of the Charter is that an annual report be submitted by the end of March of each year. The City's Sustainability Coordinator and City staff have prepared the report which outlines the City's sustainable accomplishments for 2018.

DIRECTOR OF PLANNING AND DEVELOPMENT
AND SUSTAINABILITY COORDINATOR

acc file

Green Tier Legacy Communities
2018 Annual Sustainability Report

City of Sheboygan

GREEN TIER

AARP LIVABLE COMMUNITIES

TREE CITY USA

BIRD CITY WISCONSIN

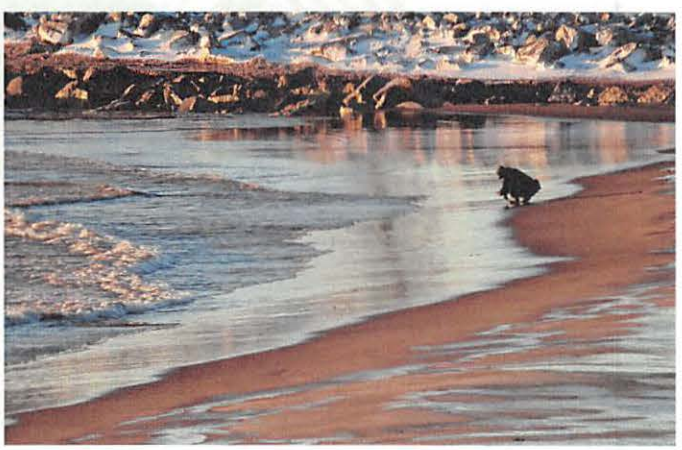
BICYCLE FRIENDLY COMMUNITY 2018-2022 BRONZE THE LEAGUE

WISCONSIN Active TOGETHER

INTRODUCTION

The City of Sheboygan is committed to continued improvement through sustainable projects, programs, and policies. 2018 was a year of ongoing sustainability projects, as well as implementation and instigation of new ones. The City of Sheboygan's Sustainability Task Force continued to meet in 2018. The Task Force is made up of community members, business representatives, sustainability experts, and utility representatives, as well as city staff from the department of public works, planning, and the Mayor. The Task Force discusses topics related to sustainability and makes recommendations on projects for the city to undertake.

Sheboygan's sustainability goals, policies, and action steps are outlined in the 2014 City of Sheboygan Sustainability Plan. The plan, which extends into 2019, can be found here: http://www.sheboyganwi.gov/wp-content/uploads/2015/03/Sustainability-Plan.pdf



TRANSPORTATION

Shoreline Metro - Shoreline Metro achieved a 14% ridership increased in 2018. A sixteen year high in ridership. Also, Sheboygan Area School District and Shoreline Metro partnered to provide free student trips year-round to all students on all routes.

Bicycle Friendly Community-Bronze - In 2018, Sheboygan became a bronze level Bicycle Friendly Community from the League of American Bicyclists. 17 Wisconsin communities have been designated as bicycle friendly.

Bike Share Program - Throughout 2018, Sheboygan completed extensive research on advantages and disadvantages of the various bike share programs available. Sheboygan's goal is to choose and implement the most advantageous program in 2019, using the insight gleaned through the important research phase in 2018.

Bike Month & Bike with Mike - In June of 2018, Mayor Mike Vandersteen held June Bike Month which included multiple events, and opportunities for information sharing related to biking. Mayor Vandersteen held the first ever 'Bike with Mike' event where the Mayor invited community members to join him on a three mile bike ride through Sheboygan, enjoying some of Sheboygan's many bicycle amenities.

Taco 'bout Biking - In conjunction with Active8, the City of Sheboygan supported this event held in Evergreen Park, near Sheboygan's mountain bike trails. The event invited the community of bicycle enthusiasts, everyday residents, bicycle experts and suppliers, the Sheboygan Police Department, and general taco lovers to come together in the park to learn about Sheboygan's bicycle amenities and issues, safety concerns, clubs and opportunities. This event provided the opportunity for residents with similar interests to come together and share their love of bicycling while eating delicious tacos from a local Mexican restaurant. This event was held during Sheboygan's June bike Month.

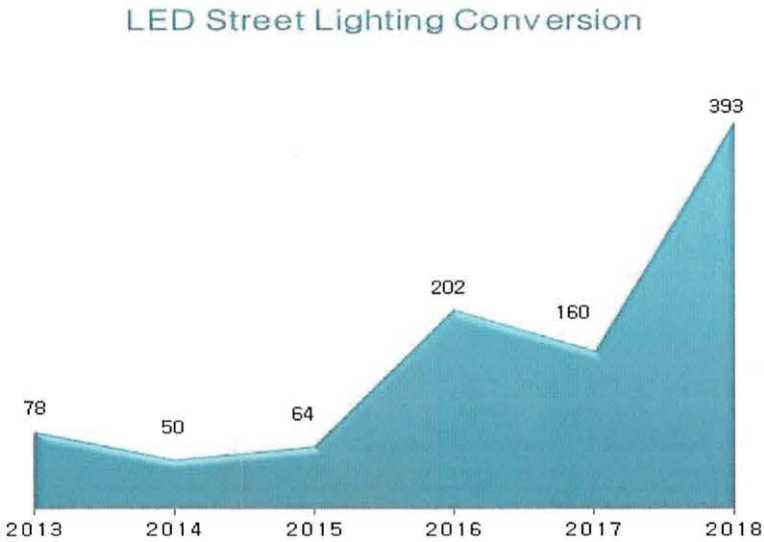
ENERGY

Working towards Sol-Smart Designation - City Staff applied and is working to become a SolSmart community. SolSmart is a national designation program to recognize communities that have taken key steps to address local barriers to solar energy and foster growth of mature solar markets.

SOLSMART

NATIONALLY DISTINGUISHED. **LOCALLY POWERED.**

Conversion of street lights to LED – The city continues to convert street lights as well as our traffic signals to LED. In 2018, another 393 street lights were converted making the overall total of 947 since 2013. These conversions will save the city $7,195.00 annually.



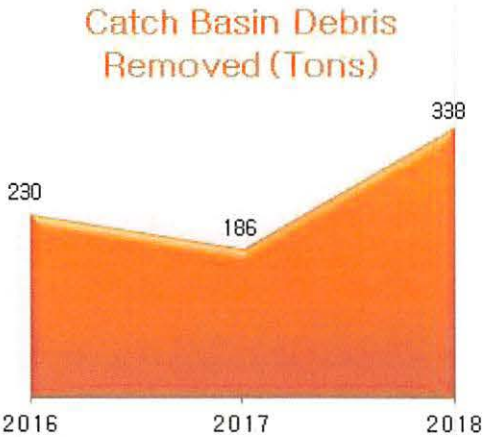
WATER

Wyland Foundation Pledge - Mayor Vandersteen pledged that Sheboygan would reduce water and energy consumption. To achieve this goal, Sheboygan and the Wyland Foundation offered a $5,000 sweepstakes for citizens who pledged to reduce consumption. The sweepstakes was held through the month of April.

Rain Barrels for sale at Maywood Nature Preserve - The Sustainable Sheboygan Task Force's rain barrel group held multiple open house events at Maywood Environmental Park where anyone could purchase a complete rain barrel kit in order to control and repurpose residential rainwater runoff in 2016. These efforts have continued in the following years, including throughout 2018.

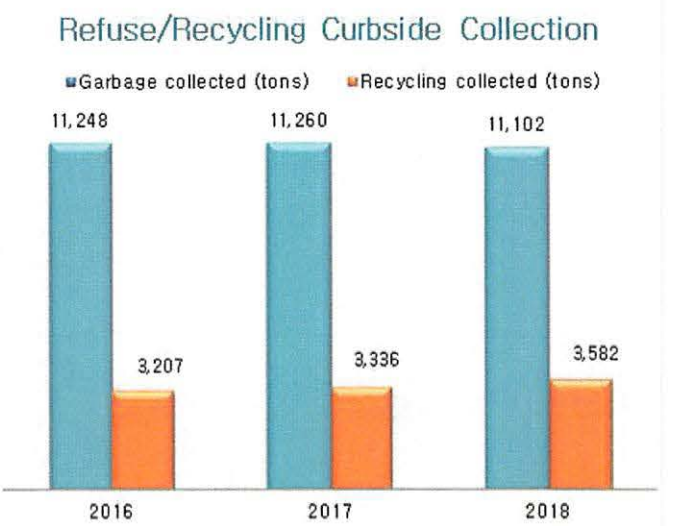
Anti-icing prior to snow events - The use of brine (anti-icing) is applied up to 3 days prior to a snow event which prevents the snow and ice from forming a bond with the road surface. By using brine our salt usage was cut by 30% which reduces the amount of salt that bounced and scattered into the curb lines. The city only used 2,925 tons of salt compared to 4,557 tons the year before.

Street Sweeping and Sanitation - Sheboygan lies on the coast of Lake Michigan, and one way we protect our waterfront is to sweep the streets to prevent dirt and debris from being carried into the waterway by storm water. Sheboygan sweeps the streets for 32 weeks per year, and removed 723.3 tons of waste in 2018. City catch basins were also cleaned of an additional 338 tons of debris, and 45 catch basins were replaced. To help prevent pollution to our rivers and lakes, Sheboygan enforces DNR Storm Water Permit requirements.



WASTE

Recycling and composting - This year, the city collected 3,582 tons of recycling at the curb. 182 tires, 234.8 tons of scrap metal and 10,700 gallons of oil were also recycled. Additionally, 1,734 tons of leaves and 2,830 tons of yard waste were collected and sent to a vendor for composting. The city spent $17,890 on branch grinding to create mulch for residents and city use.



Document shredding – In 2016 the City of Sheboygan contracted with a shredding service company to dispose of confidential and sensitive documents. This service reduces the amount of time City of Sheboygan employees need to focus on shredding documents and disposing of shreds, and shredding service company recycles the shredded material. The contract is still held with Piranha Shredding Services and they continue to manage sensitive document disposal and recycling.

Christmas tree collection and mulching – The City of Sheboygan collects used Christmas trees alongside its refuse collection service following the holidays. Residents can place their trees at the curb, and DPW staff collects the trees, and transports them to the Municipal Service Building where they are turned to mulch which is made available to the public for free.

DPW RECYCLING CENTER STATISTICS

OIL COLLECTION TANKS

USED MOTOR OIL COLLECTED

SCRAP METAL TONS

2,830 TONS

OF YARD WASTE

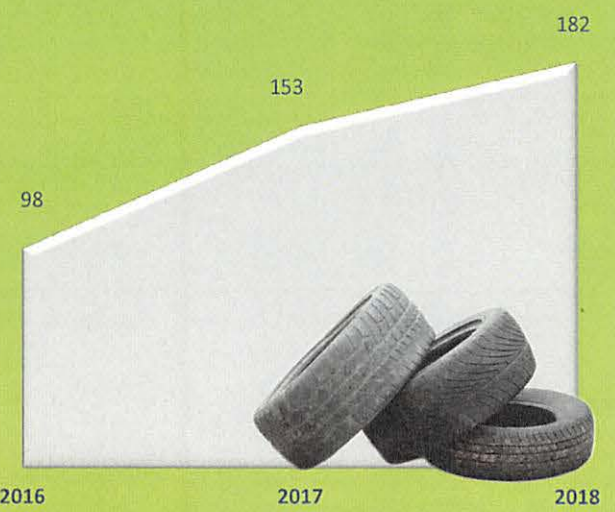
MANAGED

IN 2018

$17,890

DOLLARS SPENT ON BRANCH GRINDING

USED TIRES COLLECTED



COMMUNITY

Rock the Block - For the second year in a row, City of Sheboygan Planning and Development partnered with Habitat for Humanity Lakeside to hold two Rock the Block events in 2018. The Kuehne Park and Franklin Park neighborhoods were the chosen neighborhoods for the events, with over 70 properties impacted. Over 100 community volunteers came out for Rock the Blocks in 2018, making a positive impact, improving housing stock, and beautifying our city's neighborhoods. Volunteers for Rock the Block events remove litter, debris, overgrown landscaping, and other neighborhood nuisances while some volunteers do small but impactful housing rehabilitation projects for qualifying homeowners.

Fund for Lake Michigan Adopt-a-Beach & Adopt-a-Habitat Program– The 2017-2018 school year was the third year for SASD elementary and middle school students to participate in the Adopt-a-Beach & Adopt-a-Habitat programs, taught by Camp Y-Koda, at Sheboygan's Deland Beach. These programs taught SASD students about environmental stewardship and the important ecosystems of our beaches.

Beach Clean Ups - Through a partnership with Alliance for the Great Lakes, and Lakeshore Natural Resource Partnership, many of Sheboygan's community organizations participate in organized beach clean-ups. These efforts bring community members together around a shared passion for keeping Sheboygan's greatest asset clean and healthy.

Tree City for 40 Years- 2018 marked a milestone in Sheboygan being a Tree City. Sheboygan has been a Tree City for 40 years and is proud to be Wisconsin's longest running tree city.

Wisconsin Active Together - Sheboygan was awarded the Wisconsin Active Together recognition award in 2018. Wisconsin Active Together is a network of communities committed to advancing and celebrating active transportation options to optimize equity and health in Wisconsin's cities.

Adopt-a-Park and Adopt-a-Trail - In 2018, the city piloted an Adopt-a-Park or Adopt-a-Trail program, empowering community groups to get involved in the planning and maintenance of their area green spaces. Two neighborhood parks were adopted by Neighborhood Associations, and a segment of one of Sheboygan's off-street multi-use trails was adopted by a local business located on a portion of the trail. Kick-off events were held to celebrate the adoption of each of these areas in 2018.

ADOPT A PARK
City of Sheboygan

Winter Green at Mead Library - The Mead Library held Wintergreen on March 17, 2018. They offered fee programs for all ages on beekeeping, birding, computer recycling, crafts, cupcake decorating, local food, seed bombs, starter gardens, sustainable gardening/landscaping, upcyclying, water filtration, yoga and more.

MSDS Online - A Material Safety Data Sheet (MSDS) is an important component of product stewardship, occupational safety and health, and spill-handling procedures. MSDSs are a widely used system for cataloging information on chemicals, chemical compounds, and chemical mixtures. The City of Sheboygan began publishing this resource online in 2016 and continues to do so through 2018. MSDS information may include instructions for the safe use and potential hazards associated with a particular material or product. The City of Sheboygan uses MSDS Online to make available product information by City location to city employees and the general public for their safety.

Ongoing Wellness Committee and Initiatives – In 2016 the City of Sheboygan established an employee-based wellness committee. This committee meets on a regular basis and is tasked with creating a working environment that creates and supports a healthy lifestyle, and wellness for all employees. The wellness committee maintains the Healthy Citizen of Sheboygan (COS) Facebook page.

LAND USE

Green Infrastructure Code Update - The City of Sheboygan partnered with the Bay-Lake Regional Planning Commission and received a grant through the Fund for Lake Michigan to complete a city code review as it relates to green infrastructure. A number of recommendations were brought forward to modify our existing ordinances to encourage green infrastructure to include in new development opportunities across the City.

Tree Planting Grant from the Great Lakes Restoration initiative - The city co-applied for a grant with other Green Tier Communities to receive funding to replace ash trees affected by the Emerald Ash Borer. Sheboygan has about 5,000 ash trees and over half of them are affected by this disease and either need to be treated or removed.

Renovation of the historic City Hall - The City of Sheboygan began a year-long project to renovate City Hall in 2018. Complete upgrades include new windows, insulation, HVAC system, electrical and more natural daylight options. Work is scheduled to be completed in mid-2019. The plan includes the removal of window air conditioners and 1960's era windows.

Sustainable Strategies in new Southpointe Business Campus - SouthPointe Enterprise Campus is Sheboygan's new premier business park offering an array of shovel-ready lot sizes. Development of SouthPointe includes sustainable strategies such as green infrastructure bioswales, stormwater management areas with native landscaping, and multi-use trails throughout the development.

Green Infrastructure-bioswale

Green Infrastructure-bioswale

Multi-Use Trail

Stormwater Management Area

SUSTAINABILITY STRATEGIES

1000 Friends of Wisconsin
&
Legacy Communities - a Green Tier Charter
COWS center on wisconsin strategy
building a high road economy in Wisconsin and beyond
GREEN TIER
WISCONSIN DEPT. OF NATURAL RESOURCES
LEAGUE

			City of Sheboygan 2014 Baseline	City of Sheboygan 2017	City of Sheboygan 2018
TRANSPORTATION		**TRANSPORTATION DEMAND MANAGEMENT:** **Transportation demand management strategies aim to reduce GHG emissions and VMT by influencing change in individual behavior. These strategies encourage walking, bicycling, and transit as modes of transportation within a community and seek to curb the number and length of trips by vehicle.**			
		Bicycle and Pedestrian Programs/Projects			
	2	Require bike parking for all new non-residential and multifamily uses.	0	1	1
	1	Set standards for placement and number (as function of intensity of use) for bike parking spaces.	1	1	1
	3	Commuter bike routes identified and cleared.	3	3	3
	5 to 10	League of American Bicyclists certification. (Bronze 5, Silver 7, Platinum 10)	0	0	5
	3	Funded and operating SRTS program (or functional equivalent) covering at least 10 percent of students.	3	3	3
	1	Conduct annual survey of students' mode of transport to school.	1	1	1
		Employer-Based Programs			
	5	Require large employers seeking rezoning to set a price signal (cash-out or charge).	0	0	0
	5	Require large employers seeking rezoning to provide subsidized transit.	0	0	0
	5	Require large employers seeking rezoning to provide a TDM plan that would reduce trips by 20 percent over business as usual.	0	0	0
		Traffic Volume			
	3	Track VMT or traffic counts and report on efforts at reduction (including those on this list).	2	3	3
	3	Eliminate parking minimums from non-residential districts.	0	0	1
	5	Set parking maximums at X per square feet for office and retail uses.	0	0	0
	5	Scheduled transit service at basic level (hour peak service within half-mile of 50 percent of addresses).	5	5	5
	10	Scheduled transit service at enhanced level (half-hour peak service within 75 percent of addresses).	10	10	10
		TRANSPORTATION SYSTEM MANAGEMENT **Transportation system management strategies aim to reduce GHG emissions and VMT by improving the overall performance of a transportation system. These strategies improve existing infrastructure, introduce new technology, and plan for the future of the system.**			
		Preservation and Improvement			
	3	Develop and fully fund comprehensive maintenance program for existing roads.	2	2	3
	1 to 5	Charge impact fees for new roads.	0	0	0
	5	Calculate lane-miles per capita for arterials and collectors, and show reductions	2	3	4
	5	Prepare a plan identifying disconnections in bike and pedestrian networks, prioritizing fixes and identifying potential funding sources for the most important projects.	4	5	5
	5	Any proposal to add lanes to a two-lane roadway shall be evaluated for a center turn lane, the preferred option over an expansion to four lanes.	5	5	5
	3	Identify four-lane roadways with fewer than 20,000 vehicles per day (AADT) and evalute them for "road diets" with bike lanes or on-street parking	3	3	3
		Electric Vehicles			
	1	Allow NEVs on appropriate roadways.	0	0	0
	2	Provide public charging stations	0	1	1
		Vehicle Idling			
	2	Ban idling (more than 5 minutes) with local government vehicles.	0	1	1
	5	Ban idling (more than 5 minutes) community-wide.	0	0	1

	ZONING AND DEVELOPMENT **Zoning and development strategies work toward improving the overall environmental, economic, and social health of a community by promoting mixed-use and infill development, walkable neighborhoods, and an overall sustainable lifestyle.**				
	Infill Development				
5	Identify priority areas for infill development, including those eligible for brownfields funding.	5	5	5
1	Create land bank to acquire and assemble priority infill sites	1	1	1
1	Develop an inventory of known contaminated properties for reuse planning, with possible GIS application	0	1	1
	Walkscore				
10	Measure Walkscore at 10 random residential addresses per Census tract, compute average, and improve upon overall score	2	6	8
	Zoning				
5	Adopt traditional neighborhood design ordinance (If population is less than 12,500)	n/a	n/a	n/a
5	Zoning for office and retail districts permits floor-area ratio > 1, on average.	1	2	2
8	Zoning for office and retail districts requires floor-area ratio > 1, on average.	0	0	0
5	Zoning code includes mixed use districts	5	5	5
8	Mixed-use language from Smart Code.	2	5	5
	NATURAL RESOURCE MANAGEMENT **Natural resource management strategies seek to conserve, preserve, protect and promote a community's greenspace, wildlife, wetlands and waterways for this and future generations by promoting pervious surfaces and adequate setbacks.**				
	Canopy				
3	Adopt tree preservation ordinance per GTLC standards.	0	1	1
4	Set a tree canopy goal and develop a management plan to achieve it	0	4	4
2	Require trees to be planted in all new developments	2	2	2
2	Certification as Tree City USA	2	2	2
	Vegetation Management				
2	Public properties and rights of way mown or cleared only for safe sightlines and/or to remove invasive species.	0	2	2
2	Create community policy and BMP guidelines on minimizing chemical use during vegetation management of public and private properties	0	2	2
	Water Protection				
10	Establish 75-foot natural vegetation zone by surface water.	3	7	7
5	Inventory wetlands and ensure no net annual loss.	0	2	2
	COMMUNITY ENERGY USE **Community energy use strategies encourage energy efficiency and the use of renewable fuels to reduce total energy consumption throughout the community**				
	Community Energy Use Policies				
6	Use PACE financing	0	3	3
1	Watt meters available to the public	0	0	1
10	Adopt Residential Energy Conservation Ordinance (time-of-sale certification and upgrades).	0	0	0
	Measuring Community Energy Use				
4	Work with local utilities to calculate total electricity and natural gas consumption annually, beginning with the fifth year before entering the program.	0	4	4
1	State of Wisconsin Energy Independent (EI) Community designation.	1	1	1
	MUNICIPAL ENERGY USE **Municipal energy use strategies encourage municipal employees to conserve energy, preserve the environment, and decrease greenhouse gas emissions from municipal facilities, services, and vehicle fleets.**				
	Government Energy Use Policies				
5	Include transportation energy/emissions as criterion in RFPs for purchases of goods over $10,000.	0	1	1
3	Develop list of lighting, HVAC and shell improvements to raise Energy Star Portfolio Manager or LEED EBO&M score	1	2	3
3	Reduce motor fuels use for non-transit activities --	1	2	2
6	Provide transit passes at 50 percent or more off the regular price and/or provide parking cash-out options for local government employees.	0	0	0

LAND USE

ENERGY

	5	Streetlights operate at 75 lumens/Watt or higher	4	5	5
	3	Stoplights are LED or functional equivalent	3	3	3
	5	Municipal electricity purchases are at least 5 percentage points higher in renewable content than the statewide renewable portfolio standard requires. Calculation may include self-generated power and purchased offsets.	5	3	3
		Measuring Government Energy Use			
	5	Complete EPA Energy Star Portfolio Manager spreadsheet for government energy use. Or score existing buildings with LEED EBO&M.	0	1	1
	2	Calculate annual government fleet use of motor fuels, in gallons of petroleum and biofuels, beginning with the fifth year before entering the program.	0	1	1
	10	All new and renovated municipal buildings must meet LEED Silver or greater.	0	0	2
		WATER USE CONSERVATION **Water Conservation strategy options set baselines and goals for water and energy performance in municipalities. They measure progress and promote water conservation by the government, business, and the community at-large.**			
		Water Conservation			
	6	Track water and sewer use annually, beginning with fifth year before entering program, and develop plan for reductions.	6	6	6
	4	Develop a water loss control plan with targets below the 15% required by the state and include a system-wide water audit implementation and time table	1	2	2
	2	Join EPA's WaterSense Program for water utilities or the Groundwater Guardian Green Sites program and promote them to local business.	0	1	1
	6	Use block rates and flat rates to encourage water conservation among residential, commercial, and industrial users.	0	0	0
	1	Financial assistance for sewer lateral replacements.	1	1	1
	2 to 6	Upgrade water utility equipment (e.g., variable frequency drive motors) to achieve energy efficiency.	4	5	5
	3	Infiltration and inflow reduction by 10%	3	3	3
	5	Wastewater biogas captured and used in operations.	5	5	5
	5	Plan for replacing all toilets using > 1.6 gpf and annual progress sufficient to reach 90 percent replacement in 10 years.	2	4	4
W		***Local Government Use***			
A	2	Install waterless urinals in men's restrooms at municipal facilities (city hall, parks, etc.)	0	0	0
T	3	All outdoor watering by local government, excluding parks and golf courses, from rain collection.	0	0	0
E	4	Develop a water efficiency and conservation plan for municipal buildings	0	2	2
R		**STORMWATER MANAGEMENT** **Stormwater Management strategy options encourage the use of best management practices to achieve a reduction in the amount of harmful pollutants introduced to our streams, rivers, and lakes.**			
	3	Develop a regular street sweeping program to reduce total suspended solids	3	3	3
	3	Stormwater utility fees offer credits for best management practices such as rain barrels, rain gardens, and pervious paving	0	2	2
	2	Inventory all paved surfaces (e.g., by GIS mapping), and develop a plan for reduction	1	2	2
	2	Work with commercial or light industrial businesses to develop stormwater pollution plans	2	2	2
		WATER AND DEVELOPMENT **Water and Development strategy options link water conservation and the preservation of land, wetlands, and wildlife habitat while promoting compact development, restoration and rehabilitation efforts, and long-term planning.**			
		Land Development			
	5	Identify key green infrastructure areas during plan development and/or implement a plan to acquire and protect key green infrastructure areas	5	5	5
		Waters, Wetlands, and Wildlife			
	1 to 6	Replace concrete channels with re-meandered and naturalized creeks, wetlands, or swales	0	6	6
	3	Develop a system for identifying culverts that obstruct fish migration and install fish friendly culverts where needed	1	3	3
	4	Provide incentives for protection of green infrastructure, sensitive areas, important wildlife habitat, or for the restoration or rehabilitation of wetlands or other degraded habitats such as credit towards open space or set-aside requirements	0	2	2

		WASTE MANAGEMENT AND REDUCTION Waste Management and Reduction strategy options encourage municipalities and their citizens to divert organics and recyclables from landfills and properly dispose of hazardous materials in an effort to reduce waste in a community.			
WASTE	3	Community waste stream monitored at least annually . Waste reduction plan prepared and updated annually	2	3	3
	4	Waste and materials management plan based on "zero-waste" principles, with specific goals, prepared and updated annually	0	2	3
	3	Construction/deconstruction waste recycling ordinance	3	1	1
	3	Mandatory residential curbside recycling pickup that covers paper, metal cans, glass and plastic bottles	1	3	3
	5	Develop a municipal collection program that encourages the diversion of food discards, yard materials, and other organics from landfills to composting or anaerobic digestion with energy recovery	2	4	4
	3	Develop and promote programs that dispose of household hazardous, medical, and electronic waste	3	3	3
	4	Use anaerobic digesters to process organic waste and produce energy	4	4	4
	3	Implement municipal ordinances requiring manufacturer takeback for fluorescent bulbs, thermostats and other mercury-containing devices	1	1	1
	2	Ordinances in place to reduce the usage of phone books as well as single-use shopping bags, styrofoam food containers and other disposable packaging	0	0	1
	2	Pay-as-you-throw system implemented by municipality or required of private waste haulers	0	0	0
	1	Use public education and outreach to promote recycling, backyard composting, product re-use and waste reduction	0	1	1
	325		129	196	213
			40%	60%	66%

II

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

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

_____

CITY CLERK

COW

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

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

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

By Michael Corkery

- March 16, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

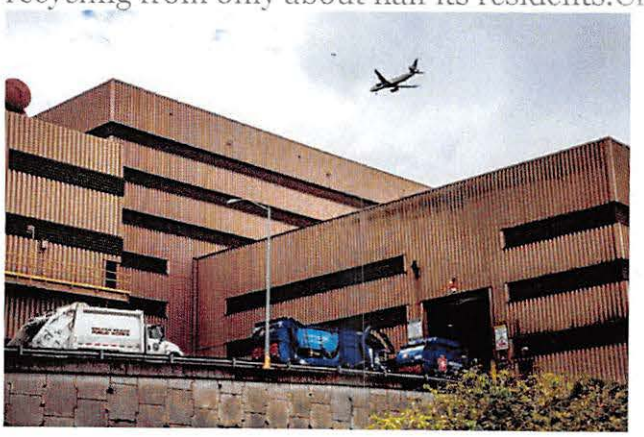
City officials are working to negotiate a more affordable contract that would restore recycling to all of Philadelphia this year.

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

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

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

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



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

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

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

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

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

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

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

II

R. O. No. _____ - 18 - 19. By CITY ADMINISTRATOR. April 3, 2019.

Submitting for your information the 2020 Budget Schedule.

2020 Budget Schedule

April 3, 2019	City Administrator submits 2020 Budget Schedule to Council.
May 13, 2019	City Administrator discusses budget parameters with Finance and Personnel Committee.
May 20, 2019	City Administrator communicates to Management Team the parameters for 2020 budget submittals.
July 15, 2019	Preliminary department budget submittals due.
July – August, 2019	City Administrator review of preliminary department budgets.
September 3, 2019	City Administrator submits Budget Resolution to Common Council.
September 4 – 13, 2019	Standing Committee review 2020 Executive Budget and submit recommendations to the Common Council on September 16, 2019.
September 13, 2019	Publish Notice of Public Hearing on 2020 Executive Budget.
September 16, 2019	Common Council refers 2020 Executive Budget and Standing Committee recommendations to the Committee of the Whole.
September 30, 2019	Committee of the Whole review of the 2020 Executive Budget.
October 7, 2019	Committee of the Whole review of the 2020 Executive Budget.
October 14, 2019	Committee of the Whole refers final 2020 Executive Budget to Common Council.
October 14, 2019	Public Hearing on 2020 Proposed Budget.
November 4, 2019	Common Council to adopt the Budget Resolution.

Finance
Personnel

_____
CITY ADMINISTRATOR

II

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

Submitting a claim from Sonia Garay for alleged damages to her vehicle when a City of Sheboygan truck backed up into her car.

_____
CITY CLERK

Finance & Personnel

DATE RECEIVED 3-25-19 RECEIVED BY MKE

CLAIM NO. 31-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAR 25 '19 AM 9:53

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: Sonia Garcia
2. Home address of Claimant: 2118 N. 11th Street
3. Home phone number: (414) 236-4041
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 3/11/19 12:50pm
6. Where did damage or injury occur? (give full description) by 9th and BLUFF Ave
7. How did damage or injury occur? (give full description) Was Driving behind truck, it stopped, I Stopped, the truck went in Reverse, I Sounded my horn and did not have enough time to reverse my vehicle, truck backed up into my car.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: _____

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

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

   (a) Public property alleged to be dangerous: _____

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

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

No injuries to anyone.

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

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

Auto:	$ 745.05
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 745.05

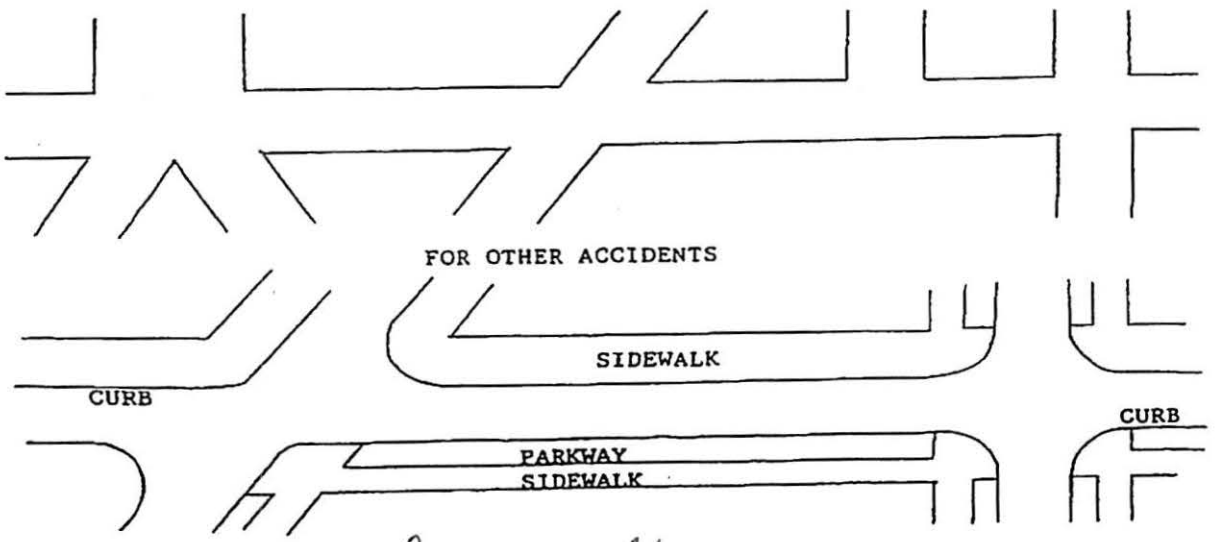
Damaged vehicle (if applicable)

Make: Nissan Model: Sentra Year: 2006 Mileage: 250,643

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Sonia Garay DATE 3-23-19

DATE RECEIVED 3-25-19 RECEIVED BY MKC

CLAIM NO. 31-18

CLAIM

Claimant's Name: Sonia Garay

Claimant's Address: 2118 N. 11th Street
Sheboygan WI 53081

Claimant's Phone No. (414) 236-4041

Auto	$ 745.05
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 745.05

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 $ 745.05.

SIGNED Sonia Garay DATE: 3-23-19

ADDRESS: 2118 N. 11th Street, Sheboygan WI 53081

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

Van Horn Collision Center
Please send all payments to: P.O. Box 298, Plymouth, WI 53073
3512 Wilgus Road
Sheboygan, WI 53082

***** PRELIMINARY ESTIMATE *****

03/21/2019 11:13 AM

Owner

Owner: SONIA GARAY
Address: 2118 N 11TH STREET
City State Zip: Sheboygan, WI 53081
Work/Day: (414)236-4041
FAX:

Inspection

Inspection Date: 03/21/2019 11:11 AM
Primary Impact: Front
Driveable: Yes
Inspection Type:
Secondary Impact:
Rental Assisted: Yes

Appraiser Name: CRYSTAL JUHASZ
Appraiser License # :

Repairer

Repairer: VAN HORN HYUNDAI
Address: PO BOX 298
P.O. BOX 298
City State Zip: Plymouth, WI 53073
Email: BODYSHOP@VHCARS.COM
Contact:
Work/Day: (920)457-3608
FAX: (920)459-4126
Work/Day:

Target Complete Date/Time:
Days To Repair: 2

Vehicle

2006 Nissan Sentra 1.8S 4 DR Sedan
4cyl Gasoline 1.8
4 Speed Automatic

Lic.Plate: ADS9016
Lic Expire:
Prod Date: 12/2005
Veh Insp# :
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage
Ext. Paint Code: B23
Lic State: WI
VIN: 3N1CB51D16L508384
Mileage: 250,643
Mileage Type: Actual
Code: Z1763G
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

AM/FM CD Player
Bucket Seats
Digital Clock
Keyless Entry System
Power Brakes
Power Steering
Rem Trunk-L/Gate Release
Tilt Steering Wheel
Velour/Cloth Seats
Air Conditioning
Center Console
Dual Airbags
Lighted Entry System
Power Door Locks
Power Windows
Split Folding Rear Seat
Tinted Glass
Alarm System
Cruise Control
Intermittent Wipers
Overhead Console
Power Mirrors
Rear Window Defroster
Tachometer
Trip Computer

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	EC	6		Cover,Front Bumper >> KEYSTONE	Replace Economy	$298.00*			1.4	SM
2	L	6	13	Cover,Front Bumper	Refinish 2.6 Surface 0.6 Two-stage setup 0.5 Two-stage				3.7	RF
3	RI	11		Filler,Front Bumper LT	R & I Assembly					SM
4	RI	12		Filler,Front Bumper RT	R & I Assembly					SM
5	RI	93		Brkt,Front Lic Plate	R & I Assembly				0.1	SM
6	E	61		Brkt,Front Bumper Mtg LT	622224Z000	$1.60			INC	SM
7	E	62		Brkt,Front Bumper Mtg RT	622224Z000	$1.60			INC	SM
Manual Entries										
8	L	M03		Flex Additive	Refinish	$6.00*				RF
9	L	M60		Hazardous Waste Removal	Refinish	$6.00*				SM

9 Items

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

Estimate Total & Entries

Gross Parts			$3.20	
Other Parts			$310.00	
Paint & Materials	3.7 Hours @ $42.00		$155.40	
Parts & Material Total				$468.60
Tax on Parts & Material	@ 5.500%			$25.77

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	$62.00	1.5		1.5	$93.00	
Mech/Elec (ME)	$115.00					
Frame (FR)	$72.00					
Refinish (RF)	$62.00	3.7		3.7	$229.40	
Labor Total				5.2 Hours		$322.40
Tax on Labor		@ 5.500%			$17.73	
Gross Total						**$834.50**
Net Total						**$834.50**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53082 Default
Rate Name Default

Audatex Estimating 8.0.642 Update 4 ES 03/21/2019 11:17 AM REL 8.0.642 Update 4 DT 03/01/2019 DB 03/15/2019
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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

Solera Audatex

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Solera

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

***** PRELIMINARY ESTIMATE *****

03/20/2019 02:35 PM

Owner

Owner: SONYA GARAY
Address:
Work/Day: (414)236-4041

Inspection

Inspection Date: 03/20/2019 02:37 PM
Inspection Type:

Repairer

Repairer: Robert Rusch Inc.
Address: 1129 Indiana Ave.
City State Zip: Sheboygan, WI 53081
Email: doldenburg@robertruschinc.com
Contact: David Oldenburg
Work/Day: (920)452-8681
FAX: (920)452-8733

Target Complete Date/Time:
Days To Repair: 2

Vehicle

2006 Nissan Sentra 1.8S 4 DR Sedan
4cyl Gasoline 1.8
4 Speed Automatic

Lic.Plate: ADS-9016
Lic Expire:
Veh Insp# :
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage
Lic State: WI
VIN: 3N1CB51D161508384
Mileage Type: Actual
Code: Z1763G
Int. Color:
Int. Refinish: Two-Stage

Options

AM/FM CD Player	Air Conditioning	Alarm System
Bucket Seats	Center Console	Cruise Control
Digital Clock	Dual Airbags	Intermittent Wipers
Keyless Entry System	Lighted Entry System	Overhead Console
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Rear Window Defroster
Rem Trunk-L/Gate Release	Split Folding Rear Seat	Tachometer
Tilt Steering Wheel	Tinted Glass	Trip Computer
Velour/Cloth Seats		

Damages

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

Front Bumper								
1	EC	6		Cover,Front Bumper	Replace Economy	$169.00*	1.4	SM
2	L	6	13	Cover,Front Bumper	Refinish		3.7	RF
					2.6 Surface			
					0.6 Two-stage setup			
					0.5 Two-stage			
3	EC	94		Absorber,Front Energy	Replace Economy	$64.00*	INC	SM
Manual Entries								
4	SB			HAZARD. WSTE. REM.	Sublet Repair	$3.00*		SM
5	L			FLEX ADDITIVE	Refinish	$6.00*		RF

5 **Items**

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

Estimate Total & Entries

Other Parts		$239.00	
Paint & Materials	3.7 Hours @ $40.00	$148.00	
Parts & Material Total			$387.00
Tax on Parts & Material	@ 5.500%		$21.29

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs			
Sheet Metal (SM)	$62.00	1.4		1.4	$86.80		
Mech/Elec (ME)	$80.00						
Frame (FR)	$72.00						
Refinish (RF)	$62.00	3.7		3.7	$229.40		
Labor Total				5.1 Hours		$316.20	
Tax on Labor		@ 5.500%			$17.39		
Sublet Repairs					$3.00		
Tax on Sublet		@ 5.500%			$0.17		
Gross Total						**$745.05**	
Net Total						**$745.05**	

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

Audatex Estimating 8.0.642 Update 4 ES 03/20/2019 02:39 PM REL 8.0.642 Update 4 DT 03/01/2019 DB 03/15/2019
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1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Operations

* = User-Entered Value ^ = Labor Matches System Assigned Rates E = Replace OEM

G7L09WHWWH
C19-04753

Wisconsin Motor Vehicle Crash Report

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

G7L09WHWWH

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			OFFICER PAUL GRAENING
Crash Date: 03/11/2019	Crash Time: 12:50 PM	Date Arrived: 03/11/2019	Time Arrived: 01:05 PM
Date Notified: 03/11/2019	Time Notified: 12:50 PM	Total Units: 02	Total Injured: 00 / Total Killed: 00
☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone
☐ Trailer or Towed	☐ Reporting Threshold		
☐ Government Property	☐ Active School Zone	School Bus Related: NO	Tags
☐ Reportable	Crash Type: DT4000 (STANDARD CRASH)	☐ Amended	☐ Secondary Crash

Location

ON BLUFF AVE 186 FT E OF N 9TH ST IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude: 43.76643948	Longitude: -87.7138858	Lat/LongSource: TLT/ILT	Access Control:
	X Coordinate: 442540.7187	Y Coordinate: 4846180	On Roadway Link ID#: 4648480	On Roadway Link Offset: 252
	Override ☐	Tribal Land:		Structure Type: NO STRUCTURE

Crash Scene

First Harmful Event: MOTOR VEH IN TRANSPORT	First Harmful Event Location: ON ROADWAY		
Manner of Collision: 02--FRONT TO REAR	Light Condition: DAYLIGHT		
Road Surface Condition(s): DRY	Environment Factor(s): NONE		
Roadway Factor(s): NONE	Weather Condition(s): CLEAR		
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 01

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	Train/Bus # Recorded:	Total # Citations Issued: 0	Total Trailers: 0	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: WESTBOUND	☐ Pre CrashTire Mark	Speed Limit: 25	Total Lanes: 2
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: BLACKTOP (BITUMINOUS)	Road Curvature: STRAIGHT	Road Grade: LEVEL		
Truck Bus or HazMat: NO				

Wisconsin Motor Vehicle Crash Report

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

UNIT 01 — INDIVIDUAL 01

Role: DRIVER			Citations Issued: 0	☐ Use Driver Address		Individual Type: INDIVIDUAL		
Last Name: MICHALESKO			First Name: JAMES			Middle Initial: CHARLES	Suffix:	
Street Address: 1536 DIVISION AVE			Street Address 2:			PO Box:		
City: SHEBOYGAN			State: WI	Zip Code: 53083		Country of Residence: UNITED STATES		
DOB: 09/12/1979	Sex: M	Race: W	Hair: RED	Eyes: HAZEL	Height: 511	Weight: 250	Phone Number: (708) 906-9601 EXT.	
Driver's License Number: M2424437933205			State: WI	License Jurisdiction: STATE		Country of Issuance: UNITED STATES		
License Type: COMMERCIAL DRIVER LICENSE (CDL)			License Status: VALID LICENSE			DL Expire Year: 2026		
Equipment: On Duty Accident:			Safety Equipment: SHOULDER & LAP BELT					
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORC								
Helmet Use:			Helmet Compliance:					
Eye Protection:			Tint Compliance:					
Injury: Injury Severity: NO APPARENT INJURY			Airbag: NON DEPLOYED					
Ejected: NOT EJECTED			Ejection Path: NOT EJECTED/NOT APPLICA			Trapped/Extricated: NOT TRAPPED		
MedicalTransport: NOT TRANSPORTED			EMS Agency Identifier:			EMS Run #:		
Hospital:			Date of Death:			Time of Death:		
Non Motorist: Striking Unit #:			Location:			To/FromSchool:		
Prior Action:			Action:					
Distracted By Action: NOT DISTRACTED								
Distracted By Source: UNKNOWN			Action Other:					
Drug & Alcohol: 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:								

UNIT 01 — INDIVIDUAL 02

Role: PASSENGER			Citations Issued: 0	☐ Use Driver Address		Individual Type: INDIVIDUAL		
Last Name: FRYMAN			First Name: ADAM			Middle Initial: JOSEPH	Suffix:	
Street Address: 2321 N 27TH PL			Street Address 2:			PO Box:		
City: SHEBOYGAN			State: WI	Zip Code: 53083		Country of Residence: UNITED STATES		

Wisconsin Motor Vehicle Crash Report

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

UNIT 02 INDIVIDUAL

DOB: 09/12/1988	Sex: M	Race: W	Hair: BLOND	Eyes: BLUE	Height: 603	Weight: 275	Phone Number: (715) 213-3346 EXT.
Driver's License Number: F6550108833208			State: WI	License Jurisdiction: STATE		Country of Issuance: UNITED STATES	
License Type: NON-CDL DRIVER'S LICENSE			License Status: VALID LICENSE			DL Expire Year: 2023	
Equipment	On Duty Accident:		Safety Equipment: SHOULDER & LAP BELT				
Seat Position: 3--FRONT SEAT-RIGHT SIDE (TRAIN ENGINEE							
Helmet Use:			Helmet Compliance:				
Eye Protection:			Tint Compliance:				
Injury	Injury Severity: NO APPARENT INJURY		Airbag: NON DEPLOYED				
Ejected: NOT EJECTED			Ejection Path: NOT EJECTED/NOT APPLICA		Trapped/Extricated: NOT TRAPPED		
MedicalTransport: NOT TRANSPORTED			EMS Agency Identifier:		EMS Run #:		
Hospital:			Date of Death:		Time of Death:		
Non Motorist	Striking Unit #:		Location:		To/FromSchool:		
Prior Action:			Action:				
Distracted By Action:							
Distracted By Source:			Action Other:				
Drug & Alcoh	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:							

UNIT INDIVIDUAL

License Plate Number: 60101	Plate Type: LTK - LIGHT TRUCK	St: WI	Country of Issuance: UNITED STATES
Vehicle Identification Number: 1GBJK34132E107315		Year: 2002	Make: CHEVROLET
Model: UNKNOWN	Body Style: TK - TRUCK		Color: BLU - BLUE
Initial Contact Point: 6--REAR			

Wisconsin Motor Vehicle Crash Report

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

UNIT 01 — VEHICLE 01

Extent Of Damage: NO DAMAGE	Vehicle Damage: NO DAMAGE
Towed Due To Damage: NOT TOWED	Vehicle Factors: NOT APPLICABLE
Vehicle Removed By: OPERATOR	
What Driver Was Doing: BACKING	Driver Prior Action Other:
Bus Use: NOT A BUS	
Driver Actions: LOOKED BUT DID NOT SEE	

☐ Vehicle Owner Same As Operator ☐ Use Operator Address

Organization Type:	Company Name: SHEBOYGAN CITY			
Last Name:	First Name:	Middle:	Suffix:	Date of Birth:
Street Address: 828 CENTER AVE	Street Address2:	PO Box:		
City: SHEBOYGAN	St: WI	Zip Code: 53081	Country of Residence: UNITED STATES	
Telephone Number: (920) 458-3388 EXT.				

01 Event: MOTOR VEH IN TRANSPORT	
02 Event:	
03 Event:	
04 Event:	

UNIT HOLDER 01

Insurance Company: CITIES-&-VILLAGES-MUTUAL-INS-CO	☑ Policy Holder Same As Owner	☐ Policy Holder Same As Driver	
Organization Type: GOVERNMENT	Last Name:	First Name:	Policy Holder Company: SHEBOYGAN CITY

Unit Summary

UNIT 02

Unit Status: IN TRANSIT		Vehicle Operating As Classification: D CLASS		Unit Type: AUTOMOBILE
Vehicle Type: PASSENGER CAR				Operating As Endorsements:
Total Occs: 2	Train/Bus # Recorded:	Total # Citations Issued: 0	Total Trailers: 0	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: WESTBOUND	☐ Pre CrashTire Mark	Speed Limit: 25	Total Lanes: 2
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: BLACKTOP (BITUMINOUS)		Road Curvature: STRAIGHT		Road Grade: LEVEL
02 Truck Bus or HazMat: NO				

Role: DRIVER	Citations Issued: 0	☐ Use Driver Address	Individual Type: INDIVIDUAL

Wisconsin Motor Vehicle Crash Report

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

UNIT 02 INDIVIDUAL 03

Last Name: GARAY			First Name: SONIA		Middle Initial: E	Suffix:	
Street Address: 2118 N 11TH ST			Street Address 2:		PO Box:		
City: SHEBOYGAN			State: WI	Zip Code: 53081	Country of Residence: UNITED STATES		
DOB: 12/27/1954	Sex: F	Race: H	Hair: BROWN	Eyes: BROWN	Height: 402	Weight: 158	Phone Number: (414) 236-4041 EXT.
Driver's License Number: G6007855496703			State: WI	License Jurisdiction: STATE		Country of Issuance: UNITED STATES	
License Type: NON-CDL DRIVER'S LICENSE			License Status: VALID LICENSE			DL Expire Year: 2023	
Equipment	On Duty Accident:		Safety Equipment: SHOULDER & LAP BELT				
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORC							
Helmet Use:			Helmet Compliance:				
Eye Protection:			Tint Compliance:				
Injury	Injury Severity: NO APPARENT INJURY		Airbag: NON DEPLOYED				
Ejected: NOT EJECTED			Ejection Path: NOT EJECTED/NOT APPLICA		Trapped/Extricated: NOT TRAPPED		
MedicalTransport: NOT TRANSPORTED			EMS Agency Identifier:		EMS Run #:		
Hospital:			Date of Death:		Time of Death:		
Non Motorist	Striking Unit #:		Location:		To/FromSchool:		
Prior Action:			Action:				
Distracted By Action: NOT DISTRACTED							
Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)			Action Other:				
Drug & Alcoh	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:							

UNIT 02 INDIVIDUAL 04

Role: PASSENGER			Citations Issued: 0	☑ Use Driver Address	Individual Type: INDIVIDUAL		
Last Name: GARAY			First Name: MANUEL		Middle Initial: A	Suffix:	
Street Address: 2118 N 11TH ST			Street Address 2:		PO Box:		
City: SHEBOYGAN			State: WI	Zip Code: 53081	Country of Residence: UNITED STATES		

Wisconsin Motor Vehicle Crash Report

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

UNIT 04 INDIVIDUAL

DOB: 02/18/1945	Sex: M	Race: H	Hair: BROWN	Eyes: BROWN	Height: 505	Weight: 185	Phone Number: (414) 236-4041 EXT.
Driver's License Number: G6005414505808			State: WI	License Jurisdiction: STATE		Country of Issuance: UNITED STATES	
License Type: NON-CDL DRIVER'S LICENSE			License Status: VALID LICENSE			DL Expire Year: 2021	
Equipment	On Duty Accident:		Safety Equipment: SHOULDER & LAP BELT				
Seat Position: 3--FRONT SEAT-RIGHT SIDE (TRAIN ENGINEE							
Helmet Use:			Helmet Compliance:				
Eye Protection:			Tint Compliance:				
Injury	Injury Severity: NO APPARENT INJURY		Airbag: NON DEPLOYED				
Ejected: NOT EJECTED			Ejection Path: NOT EJECTED/NOT APPLICA		Trapped/Extricated: NOT TRAPPED		
MedicalTransport: NOT TRANSPORTED			EMS Agency Identifier:		EMS Run #:		
Hospital:			Date of Death:		Time of Death:		
Non Motorist	Striking Unit #:		Location:		To/FromSchool:		
Prior Action:			Action:				
Distracted By Action:							
Distracted By Source:			Action Other:				
Drug & Alcoh	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:							

UNIT 04 INDIVIDUAL

License Plate Number: ADS9016	Plate Type: AUT - AUTOMOBILE	St: WI	Country of Issuance: UNITED STATES
Vehicle Identification Number: 3N1CB51D16L508384		Year: 2006	Make: NISSAN
Model: SENTRA 1.8	Body Style: 4D - 4DR		Color: BLU - BLUE
Initial Contact Point: 12--FRONT			

Wisconsin Motor Vehicle Crash Report

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

UNIT 02 — VEHICLE 02

Extent Of Damage: MINOR DAMAGE	Vehicle Damage: 12--FRONT
Towed Due To Damage: NOT TOWED	Vehicle Factors: NOT APPLICABLE
Vehicle Removed By: OPERATOR	
What Driver Was Doing: SLOW/STOPPING	Driver Prior Action Other:
Bus Use: NOT A BUS	
Driver Actions: NO CONTRIBUTING ACTION	

☑ Vehicle Owner Same As Operator ☐ Use Operator Address

Organization Type: INDIVIDUAL	Company Name:			
Last Name: GARAY	First Name: SONIA	Middle: E	Suffix:	Date of Birth: 12/27/1954
Street Address: 2118 N 11TH ST	Street Address2:	PO Box:		
City: SHEBOYGAN	St: WI	Zip Code: 53081	Country of Residence: UNITED STATES	
Telephone Number: (414) 236-4041 EXT.				

01	Event: MOTOR VEH IN TRANSPORT
02	Event:
03	Event:
04	Event:

UNIT HOLDER 02

Insurance Company: STATE-FARM-GENERAL-INS-CO		☑ Policy Holder Same As Owner	☐ Policy Holder Same As Driver
Organization Type: INDIVIDUAL	Last Name: GARAY	First Name: SONIA	Policy Holder Company:

Description

Diagram

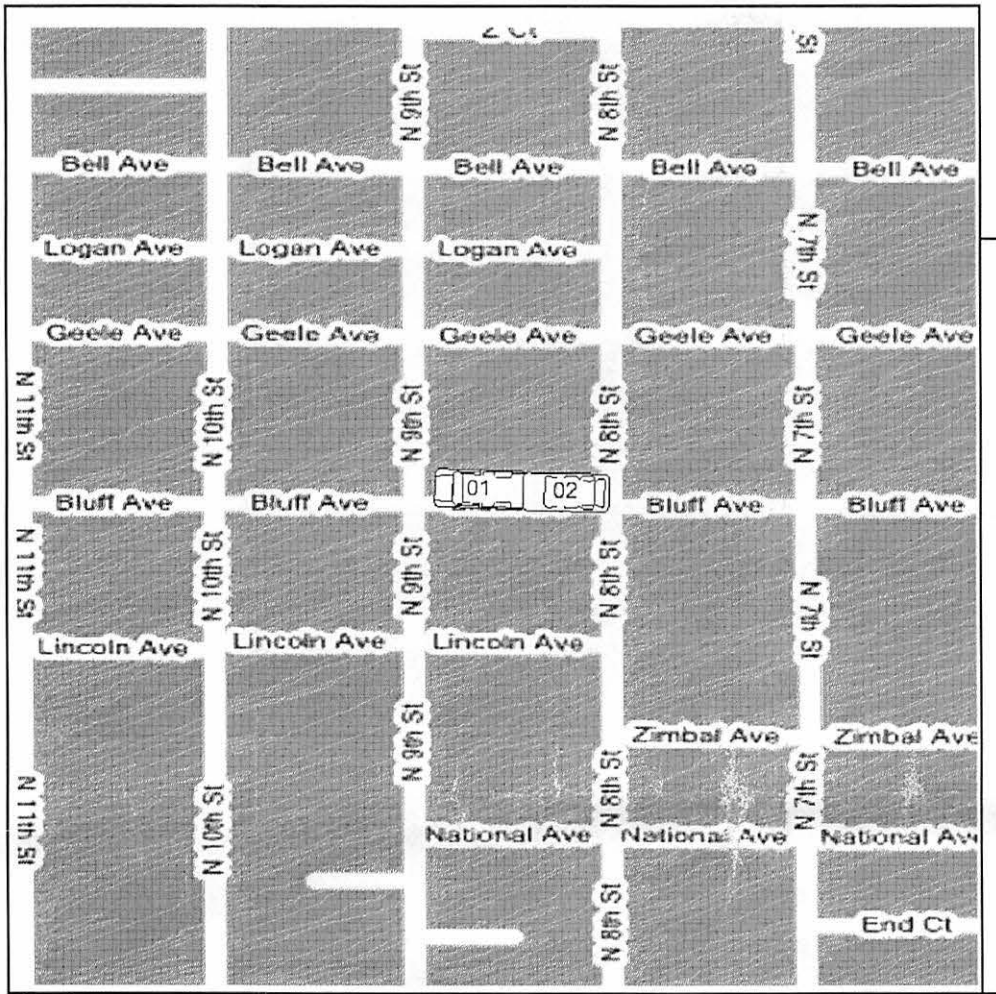
Reconstruction By

Photos By

Additional Information

Wisconsin Motor Vehicle Crash Report

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



Narrative

UNIT 1 WAS STOPPED IN THE ROAD AND MAKING BACKING MANEUVER. UNIT 2 WAS BEHIND UNIT 1. DRIVER 1 SAID HE DID NOT SEE UNIT 2 WHEN BEGINNING BACKING AND STRUCK UNIT 2 IN THE FRONT CAUSING MINOR DAMAGE. DRIVER 1 CLAIMED HE BELIEVED THAT THE LISTED PASSENGER IN VEHICLE WAS DRIVER. WHEN OFFICER SPOKE WITH DRIVER 2 SHE SAID SHE WAS DRIVING AND THAT SHE WAS BEHIND UNIT 1 AND IT BACKED UP INTO HER IN THE MIDDLE OF THE STREET. NO DAMAGE OBSERVED ON UNIT 1. NO CITATIONS ISSUED. GRAENING/444

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 14 ID WI DL'S				
Officer Rank	Officer Last Name	Officer First Name	Officer Middle Name	Suffix
OFCR	GRAENING	PAUL	L	
DOT Officer ID	DNR Officer ID	Officer Badge Number		
444		444		
Officer EMail				
Local Agency Number	Law Enforcement Agency Jurisdiction	Law Enforcement Agency type		
5961	SHEBOYGAN	CITY POLICE		
Law Enforcement Agency Name	TAS Agency Name			
SHEBOYGAN POLICE DEPARTMENT	SHEBOYGAN POLICE DEPARTMENT			
Law Enforcement Agency Street Address	Law Enforcement Agency Street Address2			

Wisconsin Motor Vehicle Crash Report

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

1315 N 23RD ST			
Law Enforcement Agency City SHEBOYGAN	LEA State WI	Law Enforcement Agency Zip Code 53081	
Law Enforcement Agency Phone Number (920) 459-3333 EXT.	ORI Number WI0600200	BFUNC Agency 5961	TraCS Agency Number 427

II

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

Submitting a pending claim from Caleb Sanders for alleged injuries received when he slipped and fell on ice.

_____
CITY CLERK

Finance + Personnel

MAR 27 '19 AM10:31

32-18 MKC
3-27-19

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM
PURSUANT TO WIS. STAT. '893.80

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

Sheboygan Public Works
Municipal Service Building
2026 New Jersey Avenue
Sheboygan, WI 53081

Claimant:
Caleb Sanders
2208 South 17th Street
Sheboygan, WI 53081

PLEASE TAKE NOTICE that Caleb Sanders, by his attorneys, Sperling Law Offices LLC, states that the following circumstances gave rise to his injuries:

1. That on or about February 21, 2019, Caleb Sanders slipped and fell on ice which may or may not have been located on a city sidewalk at or near the address of 1102 North 8th Street in the City and County of Sheboygan, State of Wisconsin.

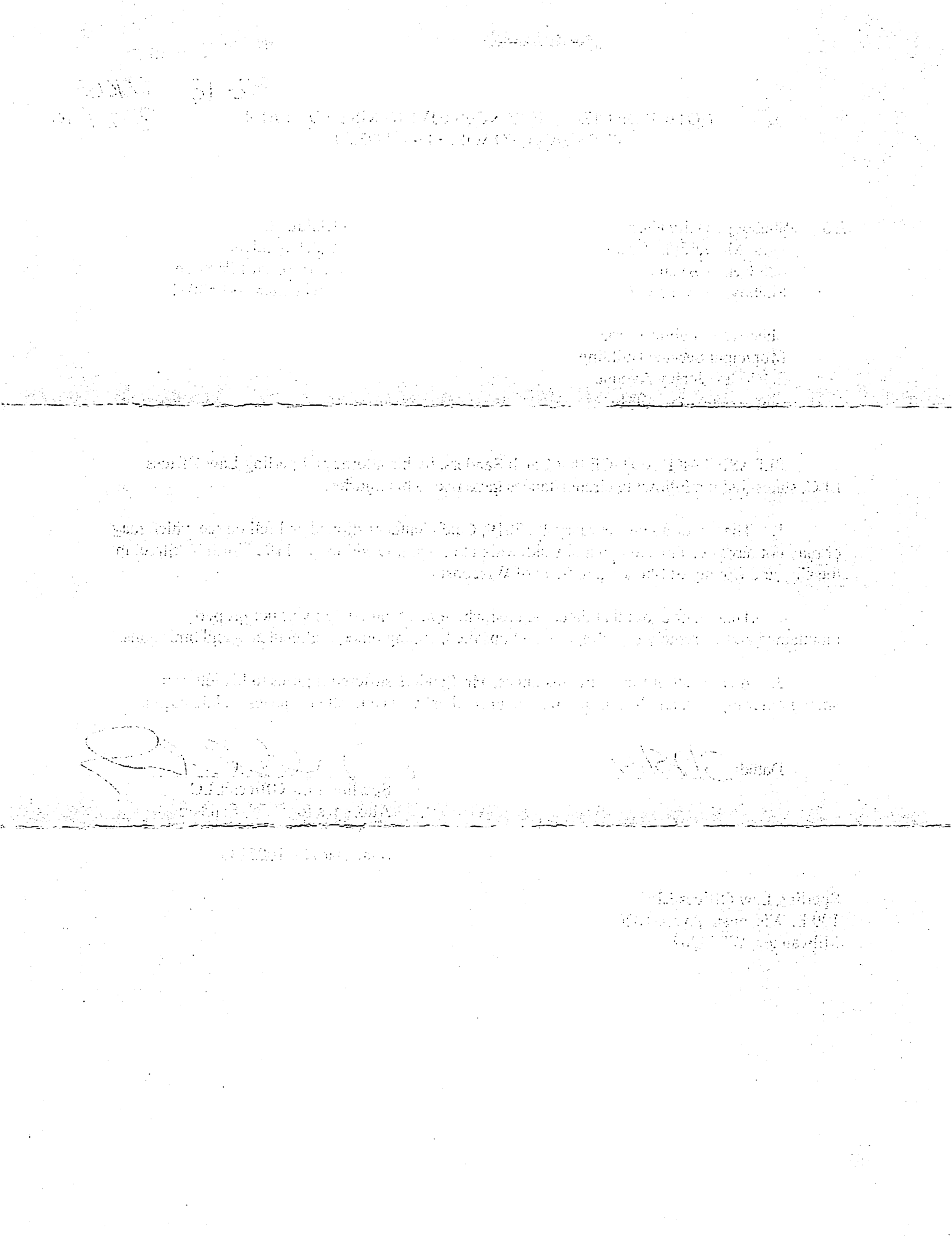
2. That on or about that date, the area where Mr. Sanders fell was not properly maintained and extremely icy, slippery, and unsalted, among other negligent acts and omissions.

3. As a result of these circumstances, Mr. Sanders suffered injuries to his left arm, among other injuries, and he has and will incur medical costs and other injuries and damages.

Dated: 3/25/19

Sperling Law Offices LLC
Attorneys for Caleb Sanders
By Michael S. Sperling
State Bar No. 1005133

Sperling Law Offices LLC
100 E. Wisconsin Ave. #1020
Milwaukee, WI 53202



PIEPER AUTOMATION | We Always Find A Way.

27 March 2019

Proposal #19-1115-3993T rev3

To:

Michael J. Willmas | Superintendent
Facilities and Traffic Division
DPW | MSB Sheboygan, WI
Office: 920.459.3444
Cell: 920.207.9742
Michael.willmas@sheboyganwi.gov

Mike

I am pleased to provide this proposal addressing the contaminated oil.

· Includes:

· Removal of Existing hydraulic oil

· Oil Disposal

· Clean Reservoirs

· Filter replacements

· Fill with new oil

Replace the last three temp switches

Add Isolation Valve

Total $**78,495**

Thank you,

Phil Dibb
Engineering Manager – Automation Controls
Phil.dibb@pieper-automation.com
Direct 414-831-2302
Cell 414-708-8204

CITY OF SHEBOYGAN, WISCONSIN

Accepted By: _____

MICHAEL J. VANDERSTEEN, MAYOR

ATTEST: _____

MEREDITH DEBRUIN, CITY CLERK

DATE: 4-4-19

TERMS AND CONDITIONS OF SALE

1. LIEN NOTICE. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR (PIEPER ELECTRIC, INC. AND ALL DBAs) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO CO-OPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

2. WARRANTY. CONTRACTOR WARRANTS AND GUARANTEES TO BUYER THAT ALL MATERIAL AND EQUIPMENT, AND THE WORK TO BE PERFORMED HEREUNDER, WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS. THIS WARRANTY SHALL COVER MATERIAL (EXCEPT LAMPS AND OTHER EXPENDABLES) FOR THE MANUFACTURER'S STATED WARRANTY PERIOD AND WORKMANSHIP FOR ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. THIS WARRANTY DOES NOT APPLY TO BID WORK IF THE BID DOCUMENTS STIPULATE A LESSER WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR OTHERWISE. Contractor's liability under the warranty is strictly and exclusively limited to the repair or replacement, at the job site, of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Owner has given Contractor prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Contractor's prior written consent or approval. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR CLAIMS FOR ANY OTHER DAMAGES BASED UPON BREACH OF EXPRESS OR IMPLIED WARRANTY OR NEGLIGENCE, EITHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL OR SPECIAL. This paragraph states Contractor's entire liability with respect to warranties, guarantees, or representatives, express or implied. Contractor will be held harmless against claims, damages, losses and expenses, including attorney's fees, arising from work not done by our own workforce.

3. EXTRAS. Any extra work requested by the Owner, and performed by Contractor, shall be performed on a time and material basis (unless otherwise agreed in writing), including such overhead and profit as may then be standard for work on a similar nature, and all such extra work shall be subject to all the terms and conditions thereof.

4. DELAYS. Any scheduled completion date is approximate and subject to delays caused by fire, strike or other labor disturbance, Acts of God, shortages of materials or failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other factor or event beyond Contractor's control, none of which factors or events shall give rise to any liability on the part of Contractor, but shall extend the completion date for a period equivalent to the time lost by reason of all such factors or events. Delays caused by others may impact costs thereby requiring extra charges by the Contractor.

5. IMPAIRMENT OF CREDIT. If the Owner is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition, or fails to pay any debt arising hereunder to Contractor on time, or if Contractor in good faith doubts the ability of the Owner to pay, Contractor may, it its option, either (1) terminate the work at any time thereafter, and Owner shall thereupon pay for all work performed on a pro-rate basis, plus all lost profit, or (2) discontinue work until such time as the Owner has paid Contractor in full for work performed, has agreed to pay Contractor for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Contractor to insure the payment of the work.

6. PAYMENT TERMS. Unless otherwise agreed in writing, no retention shall apply to any of the work, and payment for all work (including material and equipment) shall be made no later than the tenth day of each month for work performed during the preceding month, or within ten days after the Owner receives Contractor's invoice therefor, whichever is the latter. On time and material work, the number of hours, rate per hour, total of material, will be stated on the invoice unless otherwise stated herein. On firm bid contracts, no detail will be required other than a draw against the contract amount, unless otherwise stated herein.

7. CONTRACT TERMS. The terms and conditions stated herein shall constitute the complete and exclusive statement of the terms hereof, and shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives concerning the terms hereof. No statement (except for extra work) or writing subsequent to the date hereof which purports to modify or add to the terms and conditions hereof shall be binding unless consented to in writing signed by the party against which enforcement thereof is sought.

8. INTEREST AND COLLECTION COSTS. It is agreed that, in the event the Owner fails to pay the amounts due under the terms of this Agreement when due, interest may be charged by Contractor on the unpaid balance outstanding at the end of any calendar month at the rate of one percent (1%) per month. Owner further agrees to pay all costs and expenses incurred by Contractor in collecting or attempting to collect amounts due hereunder, including reasonable attorney's fees.

9. OWNER ACKNOWLEDGES the considerable cost and expense incurred by Contractor to recruit and train its employees. Therefore, Owner agrees that, should Owner (or any other firm providing services to the Owner in connection with the work) hire any employee of Contractor rendering services in connection with the work, Contractor shall be paid a fee equal to eight times the gross normal weekly compensation of such employee which shall be deemed reimbursement to Contractor for its costs and expenses incurred in recruiting and training for such employee and for recruiting and training a substitute employee.

10. HOLD HARMLESS. Contractor will hold harmless and defend Owner against any claims brought by a third party for damages or losses arising out of Contractor's performance of work under this contract, provided that the third party claim is attributable to bodily injury or death, or injury to or destruction of tangible property but only to the extent caused by the negligence of Contractor or Contractor's subcontractors and not caused in whole or in part by the Owner or its agent, employees or representatives. Contractor shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Contractor's duties under this provision, the Owner must: (1) provide Contractor with written notice of any claim against Owner immediately after Owner is aware of the claim; and (2) remain current with all of Owner's obligations under this contract. This provision is null and void if the Owner fails to perform any of its obligations under this contract. Contractor shall have the sole right to manage the defense of the claim or resolve the claim. Owner agrees to fully cooperate with Contractor in the investigation of and defense of any claim brought by another party.

11. WORKING HOURS. Unless specifically noted, all work included in this contact is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Owner.

12. GENERAL EXCLUSIONS. Cost of pumping water from basements and other excavations is not included in quotation. If pumping water is required, extra charge for such work will be made on time and material basis. Excavation in rock, quicksand, frost or other justifiably unforeseen and difficult sub-surface conditions, not otherwise provided for, will be treated as extra work for which an extra charge will be made on a time and material basis. All bathtubs, sinks and other fixtures are inspected at completion of their installation. Contractor is not responsible for subsequent damage to fixtures. The cost of cleaning, replacing or repairing any fixtures or facilities, including drains, in any manner soiled, damaged or rendered inoperable by the carelessness of others, will not be borne by Contractor. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Contractor is not responsible for

damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others, unless specifically stated in this contract as Contractor

III

Res. No. _____ - 18 - 19. By Alderpersons Wolf and Sorenson.
April 3, 2019.

A RESOLUTION authorizing emergency hydraulic oil repair and related equipment for the Eighth Street Draw Bridge.

WHEREAS, the high temperature switch failed to turn off the tank reservoir heater resulting in over heating the oil to the point of compromising the viscosity of the hydraulic oil; and

WHEREAS, failure to replace hydraulic oil and necessary equipment could result in further damage to the hydraulic operating system, rendering the bridge inoperable.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Piper Automation, a copy of which is attached hereto, to address the contaminated hydraulic oil at the Eighth Street Bridge.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of $78,495 from the Bridges Contracted Services Account No. 10133170-521900.

_____

_____

Suspend
1
Pass

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

27 March 2019

Proposal #19-1115-3993T rev3

To:

Michael J. Willmas | Superintendent
Facilities and Traffic Division
DPW | MSB Sheboygan, WI
Office: 920.459.3444
Cell: 920.207.9742
Michael.willmas@sheboyganwi.gov

Mike

I am pleased to provide this proposal addressing the contaminated oil.

· Includes:

· Removal of Existing hydraulic oil

· Oil Disposal

· Clean Reservoirs

· Filter replacements

· Fill with new oil

Replace the last three temp switches

Add Isolation Valve

Total $**78,495**

Thank you,

Accepted By: _____

Phil Dibb
Engineering Manager – Automation Controls
Phil.dibb@pieper-automation.com
Direct 414-831-2302
Cell 414-708-8204

TERMS AND CONDITIONS OF SALE

1. LIEN NOTICE. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR (PIEPER ELECTRIC, INC. AND ALL DBAs) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO CO-OPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

2. WARRANTY. CONTRACTOR WARRANTS AND GUARANTEES TO BUYER THAT ALL MATERIAL AND EQUIPMENT, AND THE WORK TO BE PERFORMED HEREUNDER, WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS. THIS WARRANTY SHALL COVER MATERIAL (EXCEPT LAMPS AND OTHER EXPENDABLES) FOR THE MANUFACTURER'S STATED WARRANTY PERIOD AND WORKMANSHIP FOR ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. THIS WARRANTY DOES NOT APPLY TO BID WORK IF THE BID DOCUMENTS STIPULATE A LESSER WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR OTHERWISE. Contractor's liability under the warranty is strictly and exclusively limited to the repair or replacement, at the job site, of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Owner has given Contractor prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Contractor's prior written consent or approval. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR CLAIMS FOR ANY OTHER DAMAGES BASED UPON BREACH OF EXPRESS OR IMPLIED WARRANTY OR NEGLIGENCE, EITHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL OR SPECIAL. This paragraph states Contractor's entire liability with respect to warranties, guarantees, or representatives, express or implied. Contractor will be held harmless against claims, damages, losses and expenses, including attorney's fees, arising from work not done by our own workforce.

3. EXTRAS. Any extra work requested by the Owner, and performed by Contractor, shall be performed on a time and material basis (unless otherwise agreed in writing), including such overhead and profit as may then be standard for work on a similar nature, and all such extra work shall be subject to all the terms and conditions thereof.

4. DELAYS. Any scheduled completion date is approximate and subject to delays caused by fire, strike or other labor disturbance, Acts of God, shortages of materials or failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other factor or event beyond Contractor's control, none of which factors or events shall give rise to any liability on the part of Contractor, but shall extend the completion date for a period equivalent to the time lost by reason of all such factors or events. Delays caused by others may impact costs thereby requiring extra charges by the Contractor.

5. IMPAIRMENT OF CREDIT. If the Owner is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition, or fails to pay any debt arising hereunder to Contractor on time, or if Contractor in good faith doubts the ability of the Owner to pay, Contractor may, it its option, either (1) terminate the work at any time thereafter, and Owner shall thereupon pay for all work performed on a pro-rate basis, plus all lost profit, or (2) discontinue work until such time as the Owner has paid Contractor in full for work performed, has agreed to pay Contractor for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Contractor to insure the payment of the work.

6. PAYMENT TERMS. Unless otherwise agreed in writing, no retention shall apply to any of the work, and payment for all work (including material and equipment) shall be made no later than the tenth day of each month for work performed during the preceding month, or within ten days after the Owner receives Contractor's invoice therefor, whichever is the latter. On time and material work, the number of hours, rate per hour, total of material, will be stated on the invoice unless otherwise stated herein. On firm bid contracts, no detail will be required other than a draw against the contract amount, unless otherwise stated herein.

7. CONTRACT TERMS. The terms and conditions stated herein shall constitute the complete and exclusive statement of the terms hereof, and shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives concerning the terms hereof. No statement (except for extra work) or writing subsequent to the date hereof which purports to modify or add to the terms and conditions hereof shall be binding unless consented to in writing signed by the party against which enforcement thereof is sought.

8. INTEREST AND COLLECTION COSTS. It is agreed that, in the event the Owner fails to pay the amounts due under the terms of this Agreement when due, interest may be charged by Contractor on the unpaid balance outstanding at the end of any calendar month at the rate of one percent (1%) per month. Owner further agrees to pay all costs and expenses incurred by Contractor in collecting or attempting to collect amounts due hereunder, including reasonable attorney's fees.

9. OWNER ACKNOWLEDGES the considerable cost and expense incurred by Contractor to recruit and train its employees. Therefore, Owner agrees that, should Owner (or any other firm providing services to the Owner in connection with the work) hire any employee of Contractor rendering services in connection with the work, Contractor shall be paid a fee equal to eight times the gross normal weekly compensation of such employee which shall be deemed reimbursement to Contractor for its costs and expenses incurred in recruiting and training for such employee and for recruiting and training a substitute employee.

10. HOLD HARMLESS. Contractor will hold harmless and defend Owner against any claims brought by a third party for damages or losses arising out of Contractor's performance of work under this contract, provided that the third party claim is attributable to bodily injury or death, or injury to or destruction of tangible property but only to the extent caused by the negligence of Contractor or Contractor's subcontractors and not caused in whole or in part by the Owner or its agent, employees or representatives. Contractor shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Contractor's duties under this provision, the Owner must: (1) provide Contractor with written notice of any claim against Owner immediately after Owner is aware of the claim; and (2) remain current with all of Owner's obligations under this contract. This provision is null and void if the Owner fails to perform any of its obligations under this contract. Contractor shall have the sole right to manage the defense of the claim or resolve the claim. Owner agrees to fully cooperate with Contractor in the investigation of and defense of any claim brought by another party.

11. WORKING HOURS. Unless specifically noted, all work included in this contact is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Owner.

12. GENERAL EXCLUSIONS. Cost of pumping water from basements and other excavations is not included in quotation. If pumping water is required, extra charge for such work will be made on time and material basis. Excavation in rock, quicksand, frost or other justifiably unforeseen and difficult sub-surface conditions, not otherwise provided for, will be treated as extra work for which an extra charge will be made on a time and material basis. All bathtubs, sinks and other fixtures are inspected at completion of their installation. Contractor is not responsible for subsequent damage to fixtures. The cost of cleaning, replacing or repairing any fixtures or facilities, including drains, in any manner soiled, damaged or rendered inoperable by the carelessness of others, will not be borne by Contractor. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Contractor is not responsible for

damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others, unless specifically stated in this contract as Contractor

III

Res. No. _____ - 18 - 19. By Alderpersons Wolf and Sorenson.
April 3, 2019.

A RESOLUTION to authorize a transfer of appropriations in the 2019 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfer of appropriations in the 2019 Budget for the purposes of:

Establishing appropriations for the emergency hydraulic oil repair and related equipment for the Eighth Street Draw Bridge resulting from the malfunctioning high temperature switch compromising the viscosity of hydraulic oil. Piper Automation will provide services in the amount of $78,495.00 to replace hydraulic oil and necessary equipment to complete repairs:

FROM:	TO:	AMOUNT:
General Fund Contingency Reserve 10199020-810103	Bridges-Contracted Services 10133170-521900	$78,495.00

Finance & Personel

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
BEST ENTERPRISES, LLC

REGARDING THE DEMOLITION OF THE SHEBOYGAN MUNICIPAL AUDITORIUM AND ARMORY

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and BEST Enterprises, LLC ("Contractor").

WITNESSETH:

WHEREAS, the City desires to have the Sheboygan Municipal Auditorium and Armory ("Sheboygan Armory") demolished, and requires a responsible contractor to provide it with these demolition services; and

WHEREAS, Contractor is willing and able to provide the City with the necessary demolition services under the terms set forth in this Agreement.

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

Article 1. <u>Scope of Services</u>
Contractor shall provide all services, materials, labor, and tools necessary to demolish, remove, and dispose of the Sheboygan Armory, located at 516 Broughton Drive in Sheboygan, Wisconsin (the "Services") and to restore 516 Broughton Drive (the "Site") to a dust free condition.

For the avoidance of doubt, the Services shall include, but not be limited to, the following:

- Any necessary abatement of materials—due to asbestos, lead paint, or any other reason—at the Sheboygan Armory
    - It is expected that this will include the following:
        - Windows with glazing
        - Miscellaneous exterior caulking on concrete including around windows, doors, and in vertical wall expansion joints
        - Pipe insulation in penetration through the wall in Room #6 (Basement Shower Room)
        - Pipe insulation in wall penetration above the bullet trap in Room #7 (Rifle Range)
        - Pipe insulation above the performance stage near the ceiling in Room #119 (Stage)
        - Marble pattern floor tile in Room #129 (Office)

        - Pipe insulation in floor penetration by pipe chase in Room #134 (NE Women's Rest Room)
- The demolition of the building and basement areas directly under the building and the underground coal storage area on the west side of the building ("Demolition").
    - For the avoidance of doubt, Demolition shall include the following:
        - The entire building and its foundations, floors, loading docks, basements, sump pits, retaining walls, sub-basement footings and other improvements, including walkways and patios inside the City-owned sidewalks. These shall be removed from the project site.
        - The removal of:
            - All oil containing ballasts, electrical transformers, elevator cars and hydraulic machinery, HID lamps, fluorescent lamps, emergency lighting batteries, fire extinguishers, mercury switches, and EXIT signs.
            - Any and all roofing materials.
            - Equipment with CFC (Freon) or HCFC materials.
            - The removal of the gravel parking lot and the north to south driveway. This land shall be restored—including topsoil, grass seed and mulch—to a dust free condition.
                - Note: Contractor may use the gravel parking lot for staging during the Demolition, so long as the gravel parking lot is removed and restored to a dust free condition at the end of the Services.
    - Demolition shall not include the following:
        - Street pavements, public sidewalks, and street curbs.
- All materials from the Demolition, including all contents of the property, shall become the property of the Contractor, who shall have the sole responsibility for lawfully removing and disposing of the materials.
    - Disposal of razed materials, including possible placement of clean, crushed on site concrete (if applicable) shall be done in accordance with the Wisconsin Department of Natural Resources (WDNR) regulations, Wisconsin Administrative Code NR500 and City of Sheboygan Ordinances.
    - Any and all materials to be disposed of off-site that will not be recycled shall be disposed of at an EPA/WDNR approved and licensed disposal facility. Receipt of each disposal transaction shall be retained and presented to the City of Sheboygan before final payment will be made.
    - Note: The City makes no guarantee of salvable materials.
- Mobilization and suitable preparation of the building and Site to allow for the work to be done in a safe manner. This includes furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, and fencing to properly protect and safeguard Contractor's personnel and the general public during all phases of the Services.
- Providing at least three days' notice—excluding weekends and legal holidays—to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be affected by the contractor's

operations. Contractor shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Contractor must obtain all necessary information in regard to existing utilities. Contractor shall protect such utilities from damage and unnecessary exposure. Any cost of repairing any damage to utilities shall be the responsibility of the contractor causing said damage.

- Disconnecting electricity, natural gas, water, storm sewer, sanitary sewer services, and any other utility running to the building. Disconnection and permanent capping of the water and storm sewer laterals shall be done to the satisfaction of the City of Sheboygan Plumbing Inspector.
- Providing and installing any erosion curtains as may be required by WDNR.
- Protecting all storm sewer inlets around the site to protect against the entry of soils or other materials during the provision of the Services.
- Removal of all driveway aprons.
- Replacement of City-owned concrete curb and gutter at all seven (7) driveway openings at the Site in accordance with City specifications.
- The backfilling and restoration of the Site—including where all sidewalks, driveways, and parking lots inside the City owned sidewalk are currently present—which shall include:
    - Backfilling all areas below grade on the site with clean fill materials, including suitable compaction of the clean fill materials (as determined by the Civil Engineering Firm) so as to provide for future excavation for construction of new improvements on the site in the near future.
        - Any necessary mechanical removal of water during backfilling in order to achieve the desired compaction rates.
    - The City will separately contract with a Civil Engineering Firm to provide compaction testing during the backfill process. The Contractor shall work with the City's Civil Engineering Firm to allow for proper testing.
    - Rough grading of the Site
    - Finish grading of the Site so that the area inside the perimeter sidewalk, including the gravel parking lot, shall be completely leveled to a grade equal to the sidewalks and the area restored with grass shall be able to be mowed with a finish cut lawnmower.
    - Placement of pulverized / screened topsoil free from rocks, stones, clumps, clay, sand, wood, and any other foreign materials including trash, metal, glass, or other debris
    - Seeding with quality grass seed that does not contain weed seeds, pursuant to the seed manufacturer's recommendations
    - Placement of mulch
    - All areas around the building that are currently grass and that are disturbed or damaged during the demolition process shall be properly repaired and seeded and mulched by the Contractor.
    - All areas to which grass seed is applied shall be properly mulched or covered with straw so as to retain moisture and encourage germination and grass growth.
    - Installation of temporary stakes and barriers along the perimeter sidewalk so as to prevent entry onto the newly planted grass.

Contractor shall be responsible for replacement of any concrete sidewalks around the perimeter of the Site that are damaged during the provision of the Services.

Contractor shall obtain all applicable City permits and licenses, and pay all applicable City fees prior to beginning demolition. Contractor shall ensure any permitted sub-contractor has also obtained any and all applicable City permits and licenses, and paid all applicable City fees.

Contractor notes that Contractor is fully acquainted with the existing conditions at the Armory and fully understands the difficulties and restrictions in performing the Services.

Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

Article 2. Standard of Care

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

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

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

Article 3. Responsibilities of the City

The City designates Bernie Rammer as its designated project manager for purposes of this Agreement.

Article 4. Compensation

The City shall pay Contractor for all fees and expenses in an amount not to exceed Three Hundred Nineteen Thousand Five Hundred Dollars ($319,500).

Upon completion of the Services, Contractor shall submit an invoice to the City.

Unless additional services are added to the Services, pursuant to the process set forth in this Article, in no event shall the invoiced amount exceed the not to exceed amount.

The invoice shall be sent to:

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

Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice.

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

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

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

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

Article 5. Appropriation of Funds
Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Performance and Payment Bond
Contractor shall, within ten (10) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

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

Article 7. Schedule

The Services may begin as soon as this Agreement has been fully executed, the Contractor has completed all conditions precedent to beginning the Services, and the City has provided the Contractor with a Notice to Proceed.

All Services shall proceed according to the schedule agreed to by the City's Project Manager and the Contractor.

All Services, and all invoices for all Services, shall be complete by December 31, 2019. Completion of services shall mean the Services have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by December 31, 2019.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Liquidated Damages

In the event the Contractor fails to complete the Services pursuant to the Schedule set forth in this Agreement, there shall be deducted from any monies due or that may become due the contractor, for each and every calendar day that the work remains uncompleted, Two Hundred Fifty Dollars ($250.00).

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from the Contractor by reason of inconvenience to the public and the resulting delay in redevelopment of the underlying site.

Permitting the contractor to continue and finish the Services or any portion of the Services after the time set forth in the Schedule shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 9. Quality of Materials

All materials used by Contractor shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, of which have been discontinued are unacceptable without prior written approval by the City.

Article 10. Safety Requirements

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

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 11. Open Records

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

Article 12. Termination

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

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

Article 13. Default

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

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

- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

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

Article 14. Identity of Contractor

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

Article 15. Independent Contractor Status

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

Article 16. Indemnification

Contractor shall indemnify, defend, and hold the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall further indemnify, defend, and hold harmless the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the

contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 17. Insurance

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

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

a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Public Liability and Property Damage Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Public Liability and Property Insurance with a policy limit of at least $2,000,000 for injuries (including accidental death to any one person), and a policy limit of at least $2,000,000 for property damage.

c. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.

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

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

Article 18. Conflict of Interest
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver
No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability
The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 23. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination
In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws
In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

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

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

Article 26. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:		**Contractor:**
City Clerk		Jesse Juedes
City of Sheboygan		BEST Enterprises, LLC
828 Center Ave.		3230 Eiler Road
Sheboygan, Wisconsin 53081		DePere, Wisconsin 54115

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

Article 27. Intent to be Bound
The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written,

relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 30. Non-Collusion

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

a. The prices in its bid, as incorporated into Article 4, were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.

b. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder to any other bidder or competitor prior to the bid opening.

c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote for the purpose of restricting competition.

Article 31. Other Provisions

a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power,

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

f. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

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

CITY OF SHEBOYGAN, WISCONSIN	**CONTRACTOR**
BY: _____	**BY:** _____
Michael J. Vandersteen, Mayor	
ATTEST: _____	**ATTEST:** _____
Meredith DeBruin, City Clerk	
DATE: _____	**DATE:** _____

III

Res. No. _____ - 18 - 19. By Alderpersons Wolf, Rindfleisch and Bohren.
April 3, 2019.

A RESOLUTION authorizing the demolition of the armory, contingent upon completion of legal requirements.

WHEREAS, the common council previously authorized the appropriate city officials to negotiate a contract with Best Enterprises, LLC, of De Pere Wisconsin, for the demolition of the Sheboygan Municipal Auditorium and Armory and restoration of the site in the amount of $319,500.00, with an additional allowance of $20,975.00 for third party testing and a modest contingency; and

WHEREAS, before demolition can begin, city officials are required to complete the process or review by the State Historic Preservation Officer, including negotiation, if required; and

WHEREAS, before demolition can begin, city officials must also complete compliance with the historic preservation regulations contained within Section 15.916 of the Sheboygan Zoning Ordinance.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Best Enterprises, LLC, of De Pere, Wisconsin, for the demolition of the Sheboygan Municipal Auditorium and Armory and restoration of the site, a copy of which is attached and incorporated by reference.

BE IT FURTHER RESOLVED: That funds for the contracted demolition, associated third party testing, and contingency in the sum of $340,475.00 shall be drawn from Account 42661100-611200—TID 16 Capital Project Fund - Land Improvements.

Finance + Personnel

BE IT FURTHER RESOLVED: That demolition shall not begin until the City Attorney provides a written opinion to the City Administrator confirming that a) review by the State Historic Preservation Officer, including negotiation with the officer if required, has been completed and b) demolition may occur in compliance with the historic preservation regulations contained within Section 15.916 of the Sheboygan Zoning Ordinance.

_____

_____

_____

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. _____ - 18 - 19. By Alderpersons Wolf and Sorenson. April 3, 2019.

A RESOLUTION to authorize a transfer of appropriations in the 2019 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfer of appropriations in the 2019 Budget for the purposes of:

Establishing appropriations for the communication campaign related the to the Automated Garbage Collection program to be implemented by Sun Graphics:

FROM:	TO:	AMOUNT:
Motor Vehicle Fund-Heavy Equipment 70136100-641400	Streets-Contracted Services 10133140-521900	$42,250.00

_____

_____

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

VII

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 3, 2019.

Your Committee to whom was referred pursuant to R. O. No. 234-18-19 by City Clerk submitting various license applications; recommends granting the following licenses:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

No.	Name	Address
2639	Benzow, Donna L.	N18792 Ten Acre Road, Goodman
2624	Chambers, Stacey L.	204 Wisconsin Street, Sheboygan Falls
2632	Deering, Mitchell B.	1530A Georgia Avenue
2623	Hochrein, Rhiannon B.	4520 Mueller Road
2642	Joy, Katherine A.	730 S. 8th Street
2335	Lopez, Glennie J.	1616 Superior Avenue
2643	Niemuth, Melissa A.	1005 Grand Avenue, Manitowoc
2625	Miller, Elizabeth E.	1320 N. 17th Street
2635	Natividad, Negrete C.	927 Dillingham Avenue
2640	Pellowski, William M.	301 New York Avenue
2641	Pratt, Mary E.	1012 Falls Park Dr. #12, Sheboygan Falls
2626	Schleyhahn, Lucas J.	2617 N. 5th Street
1297	Schmidt, Miranda R.	703 High Aveue #204
2631	Thomson, Kay E.	W7107 County Road U, Plymouth

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)

No.	Name	Address
2636	Moser, Michael P.	2201 Erie Avenue #C113
2629	Ortiz, Maria J.	909 Ontario Avenue #E17

Massage Establishment License (NEW) (December 31, 2019)

No.	Name	Address
1701	Salon Sase	631 Riverfront Drive

Reg.

Sidewalk Café License (Renew) (April 14, 2020)

No.	Name	Address
3129	Greece E Spoon	1217 N. 8th Street
2427	Urbane	1231 N. 8th Street
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

_____ _____

_____ _____

_____ _____

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

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 3, 2019.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 235-18-19 by City Clerk submitting various license applications; recommends granting the licenses.

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

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. Z35 - 18 - 19. By CITY CLERK. April 3, 2019.

Submitting various license applications for the period ending December 31, 2019.

City Clerk

QUADRICYCLE DRIVERS LICENSE (NEW)(December 31, 2019)

No.	Name	Address
2148	Vannieuwenhoven, Justin	2205 S. 8th Street

COMMERCIAL QUADRICYCLE BUSINESS LICENSE (NEW)(December 31, 2019)

No.	Name	Address
3321	Shebikin' Pedal Tours LLC.	2205 S. 8th Street

SHPS approve

VIII

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

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

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

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

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

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

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

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

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

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

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

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.6

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

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

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

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

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

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

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

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

Public Works
approve sub Res.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

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

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

WITNESSETH:

WHEREAS, the City is moving forward on transitioning from its current method of handling residential garbage and recycling, which involves manually lifting bags into trucks, to an automated system ("Automated Garbage and Recycling Program"); and

WHEREAS, the success of the Automated Garbage and Recycling Program requires a public outreach and education program; and

WHEREAS, Sun Graphics Media is capable of providing the City with the necessary deliverables for the public outreach and education program, and desires to provide the City with those deliverables pursuant to the terms of this Agreement.

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

Article 1. Definitions

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

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

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

Article 2. <u>Designer's Responsibilities</u>

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

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

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

Designer represents and warrants:

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

Article 3. City's Responsibilities
The City is responsible for performing the following in a reasonable and timely manner:

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

Article 4. Standard of Care
Designer shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's designated project manager—David Biebel—shall be the sole judge of the adequacy of Designer's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Designer's performance. Upon notice to Designer and by mutual agreement between the parties, Designer will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 5. The Parties' Project Managers
Designer designates Justin Webb as its designated project manager with primary responsibility for the performance of this Agreement. In the event of the death, disability, removal, or resignation of the person designated as the Designer's designated project manager, the City—through its designated project manager—may accept another person as the designated project manager or terminate this Agreement. Designer shall provide the City with notice within seven (7) days in the event its designated project manager dies, becomes disabled, is removed, or resigns.

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

Article 6. Compensation
The City shall pay Designer—for all fees and expenses related to the Services—an amount not to exceed Forty Two Thousand Two Hundred Fifty Dollars ($42,250.00) (the "Total Project Cost").

Payment shall be made as follows:

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

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

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

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

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

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

Article 7. Appropriation of Funds
Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 8. Schedule
Services under this Agreement shall commence promptly upon the full execution of this Agreement by the Parties and shall continue in an orderly fashion until their completion.

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

The Parties agree that no charges or claims for damages shall be made by Designer for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Designer to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights herein.

Article 9. Confidentiality and Document Retention
Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law.

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

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

Article 10. Termination
The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Designer. Designer shall terminate or suspend performance of the Services on a schedule acceptable to the City. If the performance is restarted, an equitable adjustment shall be made to the schedule of services.

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

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

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 10. Identity of Designer

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

Article 11. Independent Contractor Status

During the entire term of this Agreement, Designer shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Designer shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any

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

Article 12. Indemnification

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

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

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

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

Article 13. Insurance

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

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

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

b. Automobile Liability Insurance – Designer shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least $1,000,000.

c. Workers' Compensation Insurance – Designer shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Designer shall require any contractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

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

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

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

Article 14. Conflict of Interest
Designer declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Designer agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. Waiver
No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. Any waiver of any term of this Agreement must be in writing. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 16. Severability
The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. Assignment
Neither the City nor Designer shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 18. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Designer.

Article 19. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 20. Non-Discrimination
In connection with the performance of work under this Agreement, Designer agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Designer further agrees to take affirmative action to ensure equal employment opportunities.

Article 21. Compliance with Laws
In performing the Services under this Agreement, Designer shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

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

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

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

Article 22. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

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

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

Article 23. Intent to be Bound
The City and Designer each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

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

Article 25. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Designer. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 26. Non-Collusion
Designer is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The prices in its quote were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor.

b. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote to the City for these Services for the purpose of restricting competition.

Article 27. Other Provisions

a. Headings. The numbering and captions of the various sections are solely for convenience and reference and shall not affect the scope, meaning, intent, or interpretation of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.

b. Advertising and News Releases. Designer retains the right to reproduce, publish and display the Final Deliverables in Designer's portfolio and websites, and in galleries, design periodicals, and other media or exhibits for the sole purpose of recognition of creative excellence or professional advancement, and to be credited with authorship of the Final Deliverables in connection with such uses. Either Party, subject to the other Party's written approval, may include a link to the other Party's website. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

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

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

CITY OF SHEBOYGAN, WISCONSIN	**SUN GRAPHICS MEDIA**
BY: _____ Michael J. Vandersteen, Mayor	**BY:** _____ Justin Webb
ATTEST: _____ Meredith DeBruin, City Clerk	
DATE: _____	**DATE:** _____

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE. April 3, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 195-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to execute the Intergovernmental Cooperative Agreement for the Development and Operation of Aurora Medical Center Sheboygan County between the City of Sheboygan, Sheboygan Water Utility, and Village of Kohler with regard to the land located at the northwest corner of Taylor Drive and Union Avenue; recommends approving the Resolution with updated agreement.

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

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 195 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
March 25, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Intergovernmental Cooperative Agreement for the Development and Operation of Aurora Medical Center Sheboygan County between the City of Sheboygan, Sheboygan Water Utility, and Village of Kohler with regard to the land located at the northwest corner of Taylor Drive and Union Avenue.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Intergovernmental Cooperative Agreement for the Development and Operation of Aurora Medical Center Sheboygan County between the City of Sheboygan, Sheboygan Water Utility, and Village of Kohler, in form substantially similar to the attached.

_____

_____

Finance and Personnel approve w/updated agreement.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF AURORA MEDICAL CENTER SHEBOYGAN COUNTY
(City of Sheboygan - Village of Kohler)

1. **PARTIES.** The parties to this Intergovernmental Cooperative Agreement For the Development and Operation of Aurora Medical Center Sheboygan County (the "Agreement") are the **CITY OF SHEBOYGAN** (the "City"), a municipal corporation with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; the **SHEBOYGAN WATER UTILITY**, (the "Sheboygan Water Utility"), a public water utility owned by CITY and operated by the Board of Water Commissioners, with principal offices at 72 Park Avenue, Sheboygan, Wisconsin 53081, and the **VILLAGE OF KOHLER** (the "Village"), a municipal corporation with offices at 319 Highland Drive, Kohler, Wisconsin, 53044.

2. **PURPOSE.** Advocate Aurora Health, Inc., a Delaware non-stock corporation, including its successors and assigns, affiliates, licensees and lessees (collectively "Aurora") intends to build and own on property described on **EXHIBIT A** attached, which is Tax Parcel Number 59141-673261, in the Village of Kohler containing approximately 56.6236 acres of land located at the northwest corner of County Road TA (Taylor Drive) and Union Avenue (the "Land"), conditioned upon and subject to Village zoning and special use approvals, some or all of the following facilities and improvements:

(a) a building or buildings, including surface parking lots and/or structures and other related improvements, which will operate as a nonprofit hospital, and which is expected to be exempt from Wisconsin property taxation pursuant to Wis. Stat. § 70.11(4m) (the "Hospital");
(b) a building or buildings (separate from or connected to the Hospital), including surface parking lots and/or structures and other related improvements, which will operate as a for-profit medical office building, and which will be subject to Wisconsin property taxation pursuant to Wis. Stats. Chapter 70 (the "Office");
(c) a separate building or buildings, including surface parking lots and/or structures and other related improvements, which will operate as either temporary housing for medical personnel or as for-profit apartments, condominiums or other housing units, and which will be subject to Wisconsin property taxation pursuant to Wis. Stats. Chapter 70 (the "Housing"); and

(d) a building or buildings (separate from or connected to the Hospital), including surface parking lots and/or structures and other related improvements, which will operate as for-profit restaurants, stores or other retail uses, and which will be subject to Wisconsin property taxation pursuant to Wis. Stats. Chapter 70 (the "Retail").

The Land, Hospital, Office, Housing and Retail are referred to collectively in this Agreement as the "Campus."

The Land, Hospital, Office and Retail are further illustrated and described by the Aurora Medical Center Sheboygan County Village of Kohler Plan Review submittal dated November 1, 2018, attached and incorporated herein as **EXHIBIT B**. The Campus is physically located in the Village of Kohler, however, the location of the Campus will impact and require the approval of other governmental jurisdictions (including the City, Sheboygan County, and the Town of Sheboygan) because of the nature of the boundaries between the jurisdictions, the physical geography of the area, the public infrastructure in the area (including, but not limited to transportation, sewer, and water), and other important factors. The development and operation of the Campus in its proposed location will require significant coordination and cooperation among the impacted communities. This Agreement is intended to memorialize the terms and conditions under which the City and the Village will be adopting respective resolutions under Wis. Stat. § 66.0301 and which the Sheboygan Water Utility joins for purposes of approving water service to the Campus. The City and the Village acknowledge that Aurora is not a party to this Agreement and that Aurora shall not be obligated or bound by its terms unless Aurora enters into a Development Agreement with the Village and accepts the terms of this Agreement by incorporating the Agreement as an exhibit to the Development Agreement ("Development Agreement").

3. EFFECTIVE DATE AND TERM. The effective date and term of this Agreement shall commence upon the date of the last party to execute this Agreement and, except as otherwise provided herein, shall continue in full force and effect for as long as the Campus exists and operates on the Land. The parties agree on behalf of themselves and their successors in interest and assigns, notwithstanding any contrary provision of law or equity, that this Agreement shall continue in full force and effect throughout its term.

4. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation.

5. WATER SERVICE.

A. *Third Wholesale Water Connection Approved.* The City and the Village pursuant to an agreement dated June 8, 1973, including an addendum dated June 18, 1984, provide for the City [via two (2) existing wholesale water connections to the Sheboygan Water Utility] to sell water on a wholesale basis to the Village for re-sale by the Village through its water utility to customers within the corporate limits of the Village. The Village has made a formal request to the City and the Sheboygan Water Utility for a third wholesale water connection for access to the water main owned by the Sheboygan Water Utility and located in Union Avenue so as to allow water service to the Campus (including future customer connections) as Village water customers. The parties agree that the Village shall be and is hereby granted one additional wholesale water connection via the Union Avenue water main for water service to the Campus; that the Sheboygan Water Utility will supply a wholesale water meter, which shall remain the property of the Sheboygan Water Utility; that the Village will pay the Sheboygan Water Utility for all costs associated with the establishment of the third wholesale water connection, including related appurtenances, and connection charges, and the Village shall charge and pass on all such costs to Aurora for reimbursement; that the Village will be billed for the water it buys from the Sheboygan Water Utility in the same manner as is currently done with the existing wholesale connections; and that Aurora will be a Village water customer and not a direct customer of the Sheboygan Water Utility. Nothing in this section would prevent the parties from agreeing to install and locate the wholesale meter in the Campus itself, thus avoiding the creation of a meter pit on the Land; the Village may use the readings from the wholesale meter for its customer billing purposes if permitted by the Public Service Commission of Wisconsin (the "PSC").

B. *Other Village Water Customer Connections.* In the event that other owners of property in the Village or the

City ("Third Party User(s)") access their property to the third wholesale water connection and water main for water connections and become Village customers within ten (10) years after Aurora's completion of the third wholesale water connection and water main, the Village shall, subject to Schedule No. X-2 (Water Main Extension Rule) of the Public Service Commission of Wisconsin rate file applicable to the Kohler Municipal Water Utility, assess such Third Party User(s) contributions in aid of construction for their pro rata share of the capital costs paid by Aurora for the construction and installation of the third wholesale water connection (the "Recapture Assessment"). The costs for the construction and installation of the third wholesale water connection are estimated by Aurora to be $150,000.00 (the "Aurora Connection Estimate.") The amounts of any such Recapture Assessments from Third Party User(s) shall be based on Aurora's actual cost for the third wholesale water connection and shall be collected by the Village and paid to reimburse Aurora.

C. *Water Connection Charge.* The parties acknowledge pursuant to a June 22, 2015, Water Main Conveyance Agreement by and between Sheboygan County, the City and the Sheboygan Water Utility, that there will be a connection charge in the sum of $71,088 for the new connections to the water main installed in Union Avenue, west of Taylor Drive, to reimburse Sheboygan County and the Sheboygan Water Utility for the initial capital cost incurred to construct the Union Avenue water main (the "County Connection Charge"), which charge in included as part of the Aurora Connection Estimate. The Village shall pay the County Connection Charge to the Sheboygan Water Utility for the connection, and the Village shall charge and pass on the County Connection Charge to Aurora for reimbursement. Of the County Connection Charge collected; the Sheboygan Water Utility will retain $9,859.65 and Sheboygan County will be paid $61,228.35 by the Sheboygan Water Utility as reimbursement for its initial capital cost.

D. *Village Water Main Extensions and Connections.* Any Village water main extensions and customer connections for water service to the Campus that are located beyond the Sheboygan Water Utility wholesale

connection shall not require additional City or Sheboygan Water Utility approval. Water main extensions and customer connections for the Campus require Village approval and are subject to Chapter 16.04 of the Village Code of Ordinances, including any amendments, and the Kohler Water Utility rate tariff as established and approved by the PSC.

E. *Fourth Wholesale Water Connection.* In the event a fourth wholesale water connection for adequate, safe, and reliable water service to the Campus (i.e., a second source) is determined to be necessary and required by Aurora, either as part of the initial construction of any part of the Campus, or for the future expansion of the Campus, then the City and the Sheboygan Water Utility agree that the Village shall be and is entitled to be granted a fourth wholesale water connection via the Union Avenue water main, or an alternate water main, conditioned on the following:

1. That the Sheboygan Water Utility supply a fourth wholesale water meter, which shall remain the property of the Sheboygan Water Utility.

2. That the Village pay the Sheboygan Water Utility all costs associated with the establishment of the fourth wholesale water connection, including related appurtenances, and connection charges, and the Village shall be allowed to charge and pass on all such costs to Aurora for reimbursement.

3. That the Village be billed for the water it buys from the Sheboygan Water Utility through the fourth wholesale connection in the same manner as is done with the existing wholesale connections.

4. That Aurora through the fourth wholesale connection, if any, will be a Village water customer and not a direct customer of the Sheboygan Water Utility.

5. That, in the event that any Third Party User(s) access their property to the fourth wholesale water connection and water main for water connections and become Village customers, the Village shall impose the Recapture Assessment and reimburse Aurora, on a pro rata basis as provided by Section 5.B., for the

costs Aurora paid for the construction and installation of the fourth wholesale water connection.

6. SANITARY SEWER SERVICE.

A. *Sanitary Sewer Connection Approved.* The City and the Village have a previous intergovernmental agreement in place for the City to provide sanitary sewer service (collection, transmission, and treatment) on a wholesale basis to the Village. The Village has made a formal request for sanitary sewer service and direct access to a City sanitary sewer main in Union Avenue. Access will allow a connection by Aurora, a Village customer, for the development and operation of the Campus. The City agrees to provide such access via a sewer main installed in Union Avenue right-of-way plus a private lateral extending west of Taylor Drive to provide sanitary sewer service to the Campus.

B. *Size of Main and Cost for Installation.* The sanitary sewer connection approved in subparagraph A, above, shall be conditioned upon the existing 8-inch City sanitary sewer main being reconstructed and replaced with a 15-inch sanitary sewer main. The increase in size to a 10-inch pipe is due to the anticipated volume and service needs related solely to the Campus with the required oversizing of the pipe to 15 inches to accommodate anticipated additional volume and services needs of the City. All costs for the construction and installation of a 10-inch sanitary sewer main, as well as for a sampling manhole, shall be the responsibility of the Village, and the Village shall charge and pass on all such costs to Aurora for reimbursement. The City will pay either the Village or Aurora directly, if Aurora constructs the required sanitary sewer upgrade, the difference in cost resulting from an increase in the main size beyond 10 inches. In order to provide a figure for the price difference, all pricing and bids for sanitary sewer upgrades shall include costs for installing a 10-inch pipe for the project with an alternate price for installing 15-inch pipe, and all bids for the upgrades shall be provided to the City. The City payment for the pipe oversizing shall be equal to the smallest difference between the cost for installing a 10-inch pipe and a 15-inch pipe among all bids, unless otherwise expressly agreed by the City. The City

payment shall be paid not later than ninety (90) days after final inspection and acceptance of the sanitary sewer upgrade by the City's Department of Public Works.

C. *Restoration of Union Avenue.* Aurora shall be responsible for the cost of the temporary Restoration of the Union Avenue pavement disturbed for the sanitary sewer upgrade construction and installation until the Union Avenue upgrades provided by Section 9.B of this Agreement are constructed. The temporary restoration of the Union Avenue pavement shall match the existing section of road and meet the specifications as identified by the City's Department of Public Works.

D. In the event any Third Party User(s) not located within the Campus connect to the sanitary sewer main in Union Avenue, the Village and the City, as the case may be, shall impose Recapture Assessments on such other property owners in the manner described in Section 122-196(e) of the Municipal code of the City of Sheboygan and shall reimburse Aurora on a pro rata basis for the costs Aurora paid for construction of the sanitary sewer main.

7. **STORM WATER MANAGEMENT.** All development on the Campus shall meet City and Village storm water management and erosion control standards as set forth in the City Code at Appendix D - Construction Site Erosion control, and at Appendix E - Post-Construction Storm Water Management Zoning Ordinance, and in the Village Code at Chapter 20.45 and Chapter 20.47 (the "Storm Water Management and Erosion Control Standards"). In the event of a conflict between the Storm Water Management and Erosion Control Standards of the City and the Village, then the City Code and standards shall control. The Village shall require as a condition of any zoning and building permit approvals issued for the construction of the Campus, that Aurora, at its cost and expense, obtain and maintain throughout the period of construction of the Campus all Storm Water Management and Erosion Control Standards approval from the City's Department of Public Works. The Village shall require as a condition of Village zoning and building permit approvals issued for the construction of the Campus, that Aurora shall, at its cost and expense, be responsible for the design, construction, and maintenance of all storm water management and maintenance facilities required for the Campus. Aurora shall be required

before occupancy of the Campus, to enter into a Storm Water Management and Maintenance Agreement with the Village that requires Aurora, at its cost and expense, to inspect, maintain, and keep the retention pond and all storm water management facilities on the Land in good working condition and performing their design functions. A notice of the Storm Water Management and Maintenance Agreement will be recorded against the Land in the Sheboygan County Register of Deeds' Office.

8. INTERSECTION OF UNION AVENUE AND TAYLOR DRIVE.

A. *Jurisdiction*. The intersection of Union Avenue and Taylor Drive (the "Intersection") is controlled by Sheboygan County since Taylor Drive is a county road (County Road TA). The underlying jurisdiction of the Intersection involves the following: the northwest corner is in the Village, the northeast and southwest corners are in the City, and the southeast corner is currently in the Town of Sheboygan. An overview of the proposed Intersection upgrades and improvements is attached as **Exhibit C**.

B. *Improvements Required*. In light of the anticipated increase in traffic, the parties agree that the Intersection shall be rebuilt to accommodate future traffic (including pedestrian) needs. Due to Aurora's Campus development and Campus operation, the Intersection will need substantial reconstruction and upgrades, including new traffic control signals/poles, if reasonably necessary, and replacement/additional pavement. All upgrades related to traffic control signals/poles, turning lanes and geometric design require a permit and approval from the Sheboygan County Transportation Department ("SCTD") and the approval of the City's Department of Public Works. The Village, through the Development Agreement, shall require Aurora, at its cost and expense, to submit a traffic impact analysis report for the development and operation of the Campus prepared by a transportation professional with training and experience in traffic engineering and transportation planning (the "TIA"). The Village shall require Aurora, at its cost and expense, to design and construct all Intersection improvements required to accommodate the findings of the TIA and to satisfy the requirements of the SCTD (which may require additional improvements not included in the TIA or as set forth in Subsection

8.C., below, for compliance with County and City standard specifications for roadway engineering and design in conformance with State of Wisconsin Department of Transportation standards for urban roadways, including but not limited to the Manual of Uniform Traffic Control Devices, and other technical resources (collectively "Roadway Design Specifications") to ensure engineering principles are incorporated in the final design.) The Village shall require through the Development Agreement and as a condition of Village zoning and building permit approvals issued for the construction of the Campus, that Aurora shall, at its cost and expense: (i) design and construct all improvements to the Intersection as required by the TIA and the SCTD; and (ii) meet periodically throughout the design and construction process (prior to commencement of work and at approximately 30%, 60% and 90% completion stages) with the SCTD and the City's Department of Public Works in order to continuously review the construction improvements and modify details, as necessary, for compliance with Roadway Design Specifications. All Intersection improvements shall be completed and operational before the issuance of any occupancy permits for use of the Campus.

C. *Upgrades at the Intersection*. Aurora, at its cost and expense, shall design and construct concrete pavement, curb and gutter throughout the Intersection. Additionally, the following traffic lanes within the Intersection shall be constructed or continued:

1. A dedicated left-turn lane shall be built for westbound traffic on Union Avenue turning southbound on to Taylor Drive.

2. A dedicated right-turn lane for southbound traffic on Taylor Drive turning westbound on to Union Avenue.

3. A dedicated right-turn lane for westbound traffic on Union Avenue turning northbound on Taylor Drive.

4. A dedicated left-turn lane for eastbound traffic on Union Avenue turning northbound on Taylor Drive.

5. A dedicated left-turn lane for northbound traffic on Taylor Drive turning westbound on Union Avenue.

6. A dedicated left-turn lane for southbound traffic on Taylor Drive turning eastbound on Union Avenue.

7. Two dedicated through lanes for traffic southbound on Taylor Drive, without widening the current concrete footprint of Taylor Drive.

8. One dedicated through lane for traffic northbound on Taylor Drive and one combined through lane/right turn lane, as currently provided, without widening the current concrete footprint of Taylor Drive.

9. One dedicated through lane for traffic westbound on Union Avenue.

10. One dedicated through lane for traffic eastbound on Union Avenue.

The Intersection shall be improved so as to provide any radius improvements deemed necessary by the City's Department of Public Works to accommodate truck or turning movements. The upgrades shall also include complete signal modernization, including new poles and standards with new signal heads, a new controller with timing and emergency pre-emption, and appropriate street lighting. The Village shall require as a condition of Village zoning and building permit approvals issued for the construction of the Campus, and through the Development Agreement, that Aurora shall design and construct all of the improvements to the Intersection as described above, and as required in Subsection 8.B., above.

9. UPGRADE OF UNION AVENUE.

A. *Upgrades West of Taylor Drive.* The portion of Union Avenue west from Taylor Drive to Campus Drive and then north on Campus Drive to the emergency ambulance/helipad entrance driveway along the south and west sides of the Campus, shall be urbanized so as to expand to a width of 36 feet face-to-face of curbs,

one lane of traffic in each direction, and shall be surfaced with asphalt in a way and designed in a manner acceptable to the City's Department of Public Works, including proper design for sub-grade and pavement depth, add street lighting along the Campus property to the extent of the road improvements shown on Exhibit C, and include limited storm sewer outlets, which drain into ditches/natural drainage swales, sidewalks, street lights (in accordance with the Village standards for non-downtown locations) on the Aurora side of the street, and full curb and gutter. The upgrade and urbanization shall also include a sidewalk or appropriate path system constructed of concrete pursuant to specifications provided by the City's Department of Public Works. The new sidewalks or walkways shall accommodate pedestrians by connecting the Campus's internal walkways with existing sidewalks and walkways in the City, and providing pedestrian access to Union Avenue to a proposed bus shelter/pickup. In the event the street/driveway through the campus of UW-Green Bay, Sheboygan Campus, which is located north of the Land, is urbanized at some time in the future, then Aurora shall be required by the Village to urbanize the remaining part of Campus Drive to the north line of the Land, subject to plans that are approved in advance by the Village. In addition, the Village, through the Development Agreement, shall require Aurora to construct, own, and maintain, at its cost and expense, a bus shelter at the patient entrance on Union Avenue including a designated bus loading and unloading traffic lane adjacent to the bus shelter. The Village will approve an encroachment agreement with Aurora to permit the bus shelter to be located in the Union Avenue right-of-way.

B. *Upgrades East of Taylor Drive*. The portion of Union Avenue east of the Intersection from Taylor Drive to the east side of the intersection of Georgia Avenue and Union Avenue, as shown on Exhibit C and as field located by the City's Department of Public Works, shall be upgraded so as to include the installation of storm sewers and upgrade of roadway surface to concrete pavement, and a sidewalk on the north side of the road. Concrete pavement and curb and gutter shall be provided through the physical intersection of Georgia and Union Avenues. Asphalt pavement east of

the Union Avenue intersection with Georgia Avenue is acceptable. The City shall be solely responsible for the design and cost of any and all improvements to Union Avenue east of the Taylor Drive Intersection, but may coordinate construction work on such improvements separately with Aurora.

C. *Upgrade Costs.* The Village shall require as a condition of Village zoning and building permit approvals issued for the construction of the Campus, and through the Development Agreement, that Aurora shall: (i) design and construct all of the improvements to Union Avenue (west of the Intersection) as described in Section 9. A., above, and (ii) meet periodically throughout the design and construction process (prior to commencement of work and at approximately 30%, 60% and 90% completion stages) with the SCTD and the City's Department of Public Works in order to continuously review the construction improvements and modify details, as necessary, for compliance with Roadway Design Specifications.

10. LAW ENFORCEMENT SERVICES.

A. *Contracted Law Enforcement Services.* The City of Sheboygan operates and maintains the Sheboygan Police Department, a law enforcement agency, for the purpose of preventing and detecting crime and enforcing state laws and local ordinances with employees authorized to make arrests ("Law Enforcement Services"). The City currently provides Law Enforcement Services to the Aurora Sheboygan Memorial Medical Center, including Law Enforcement Services for Chapter 51 and 55 patients. Pursuant to the terms of this Agreement the Village agrees to contract, engage, and authorize the Sheboygan Police Department to provide Law Enforcement Services to the Village for service to Aurora and the Campus within the municipal boundaries of the Village of Kohler. Pursuant to the terms of this Agreement, the City agrees to provide contracted Law Enforcement Services to the Village for service to Aurora and the Campus within the municipal boundaries of the Village of Kohler in substantially the same fashion as it currently provides to Aurora Sheboygan Memorial Medical Center.

B. *Cost for Law Enforcement Services*. The Village shall pay annually to the City initially the sum of $250,000 for Law Enforcement Services for Aurora and the Campus (the "Annual Law Enforcement Services Fee"). Payments of the Annual Law Enforcement Services Fee from the Village to the City shall be made in advance in four equal quarterly installments within thirty (30) days of each PILOT payment made by Aurora to the Village required by Section 11.C. of this Agreement, and the Development Agreement (therefore Village's payment to City will be due and payable each February 15, May 15, August 15 and November 15).

C. *Adjustment to Annual Law Enforcement Services Fee*. The Annual Law Enforcement Services Fee shall be adjusted and calculated as of June 1 of each year based solely on the percentage increase or decrease, if any, of the City's average law enforcement officer cost, including all wage and employment benefits (the "Officer Cost") on June 1 of the current calendar year as compared to the Officer Cost on June 1 of the preceding calendar year. The Officer Cost shall be based on and calculated from the labor agreement, or wage and benefit schedule, in effect between the City and the Sheboygan Police Association. The annual increase or decrease, if any, shall be effective as of the next January 1 and the adjusted payment shall commence with the next January 15 quarterly installment payment. The Officer Cost as of June 1, 2018, is $107,268.00 (the "Initial Officer Cost"). The Initial Officer Cost of $107,268.00 has been calculated as follows:

69,640	Salary
770	Uniform
600	Education
4,387	FICA
1,029	Medicare
7,646	WRS
21,576	Health
1,536	Dental
84	Life
$ 107,268	Total

D. *Sheboygan Police Department Expenses*. The City shall be responsible for all costs and expenses to operate the City of Sheboygan Police Department including but not limited to wage and disability payments, pensions and worker's compensation claims, damage to equipment and clothing, and medical expense from providing Law Enforcement Services to the Village, for service to Aurora, and the Campus under this Agreement. The Annual Law Enforcement Services Fee includes the total compensation to the City for all such Law Enforcement Services.

E. *Commencement Date and Initial Adjustment*. The charge for Law Enforcement Services shall commence and the first payment from the Village to the City shall be paid on or before the date that Aurora is issued an occupancy permit by the Village for the Hospital. Hospital construction is expected to take approximately thirty (30) months from start of construction with occupancy expected sometime in 2021. The charge for Law Enforcement Services for the first year of occupancy (2021) shall be prorated based on the number of months, or partial months, of Hospital occupancy in 2021 and adjusted and increased based on the 2021 Officer Cost percentage increase over the Initial Officer Cost. For example, if the Initial Officer Cost is $107,268 and the Officer Cost is $110,000 in 2021(calculated as of June 1, 2020) and Aurora takes occupancy of the Hospital on April 21, 2021, the charge for Law Enforcement Services for 2021 is calculated as follows:

$110,000 - $107,268 = $2,732
$2,732 ÷ $107,268 = 0.0255 x 100 = 2.55%
0.0255 x $250,000 = $6,375
$250,000 + $6,375 = $256,375
$256,375 x 9/12 = $192,281.25
$192,281.25 x 15% admin fee = $28,842.19
$192,281.25 + $28,842.19 = $221,123.44
$221,123.44 ÷ 2 = $110,561.72

Therefore, in this example, the total prorated charge for Law Enforcement Services for 2021 is $221,123.44 which is to be paid in two quarterly payments of $110,561.72 due and payable July 15, 2021, and October 15, 2021. The first full year quarterly Annual Law

Enforcement Services Fee, in this example, commences January 15, 2022.

F. *Termination Rights*. Both the City and the Village, in their respective discretion, may terminate the contracted Law Enforcement Services for Aurora and the Campus at any time upon not less than two (2) years' advance written notice to the other party and with advance written notice to Aurora as provided in the Development Agreement. Notice must be given not later than June 1 of any year. The June 1 notice requirement is meant to provide both parties with the opportunity to adjust their respective municipal budgets and law enforcement staffing for the following year to accommodate a significant change in service if Law Enforcement Services are terminated. In the event of termination, the Village will analyze and determine, in its sole and exclusive discretion, its method of providing Law Enforcement Services to Aurora and the Campus, including but not limited to the following: (i) secure contracted Law Enforcement Services from other law enforcement agencies, or (ii) substantially increase the Village of Kohler Police Department (Officers, administrative staff, equipment and facilities), or (iii) implement a combination of options (i) and (ii). All costs and expenses incurred by the Village to provide alternate Law Enforcement Services will be charged to Aurora and paid as additional PILOT payments pursuant to Section 11.C. of this Agreement and in accordance with the Development Agreement.

G. *Adjustments for Change In Scope of Services*. In addition to the annual adjustments for Law Enforcement Services based on increases in Officer Cost, the annual charge for Law Enforcement Services provided by the City to the Village may be increased or decreased based on changes implemented at the Campus or other factors which lead to an actual demonstrated increase or decrease in the Service Level provided by the City. For example, but not as limitations, an adjustment may occur if Aurora constructs additional facilities on the Land, or closes facilities on the Land, or changes the types of services offered by the Hospital which result in increases or decreases to the number or types of Law Enforcement Services required at the Campus. Following meetings with Aurora (and their

reasonable participation in, and review of any such changes), the City and the Village may mutually agree in writing to implement any change in scope of the Service Level and the annual charge for Law Enforcement Services at each five-year anniversary of the occupancy of the Hospital. Notice of any changes must be given to Aurora not later than June 1 of any year and the change in scope of services adjustment shall be effective the following year. All costs and expenses incurred by the Village as a result of scope of services adjustments for Law Enforcement Services for Aurora and the Campus will be charged to Aurora, and paid as additional PILOT payments pursuant to Section 11.C of this Agreement and in accordance with the Development Agreement.

11. **PAYMENT IN SUPPORT OF MUNICIPAL SERVICES (PILOT).**

A. *Tax Exempt Status of Hospital.* The Village and City recognize that the Hospital is tax exempt pursuant to Wis. Stat. § 70.11(4m). The Village and City will continue to recognize the Hospital tax-exempt status in all applicable tax years unless there is a change in ownership or use of the Hospital or a change in the Wisconsin Statutes that would specifically change the status of the Hospital from exempt to taxable. Notwithstanding this Section 11. A., the Development Agreement with the Village shall require Aurora to apply to the Village assessor on forms prescribed by the Wisconsin Department of Revenue for tax-exempt status pursuant to Wis. Stat. § 70.11(1)prior to occupancy of the Hospital.

B. *Municipal Services.* The Village and City, as specifically provided by this Agreement, will continue to furnish municipal services and benefits to Aurora and the Hospital, without cost or charge as taxable real property, as a result of the tax-exempt status of the Hospital.

C. *Payment in Support of Municipal Services (PILOT).* The Village shall require, through the Development Agreement and as a condition of Village zoning and building permit approvals issued for the Hospital, that Aurora shall pay to the Village an annual sum equal to: (i) the Annual Law Enforcement Services Fee, payable by the Village to the City pursuant to Section

10.B. above, or the costs and expenses incurred by the Village to provide alternative Law Enforcement Services pursuant to Section 10.F. above, all in support of the Law Enforcement Services to be provided to the Campus pursuant to the Development Agreement and this Agreement; plus (ii) an additional fifteen percent (15%) of the Law Enforcement Services Fee to cover administrative costs incurred by the Village in connection with the Law Enforcement Services (the "Administrative Fee"); plus (iii) the Shortfall (defined in Subsection 11.E., below), if any, for all other general municipal services and benefits provided by the Village to Aurora, the Hospital and the Campus(the "PILOT" payments). Section 11.C. of this Agreement and the Development Agreement shall provide that Aurora pay the PILOT payments to the Village annually in advance in four equal quarterly installments on January 15, April 15, July 15, and October 15 of each year. The inclusion of the Administrative Fee in the PILOT payments shall constitute full reimbursement and support to the Village for expenses incurred and services provided by the Village in connection with Aurora, the Hospital and the Campus including, but not limited to, the following: (i) coordination, supervision, management and accounting for the contracted Law Enforcement Services provided by the City; (ii) attorney's fees and expenses incurred for the interpretation and application of this Agreement and the Development Agreement; (iii) assessor's fees and expensed incurred for the annual review and determination of the Hospital's tax exempt status and the taxable valuation of the Office, Housing and Retail improvements; and (iv) all other necessary Village expenses and services incurred and provided in connection with the Hospital.

D. *Aurora Guaranty of Minimum Valuation and Minimum Tax Payment*. The City and Village expect that all of the Land (including the Land upon which the Hospital is constructed, for so long as that portion of the Land is Leased by Aurora from Kohler Co. or any other taxable entity), as well as the Office, Housing and Retail improvements will be fully taxable with a valuation for tax roll purposes of not less than Twenty Two Million Two Hundred Sixty Five Thousand Dollars ($22,265,000)as of January 1 of the tax year following occupancy of the Hospital (the "Minimum

Valuation"). Accordingly, the Development Agreement shall provide that Aurora shall pay real estate taxes for the entire Campus in an amount that is not less than the amount of tax that would be calculated, determined, and levied against the Land and the Office, Housing and Retail improvements, by multiplying the applicable Village mill rate by the Minimum Valuation (the " Minimum Tax Payment").

E. *Payment of Minimum Tax Payment Shortfall Required.* In the event the valuation of the Land and the Office, Housing and Retail improvements, for any tax year after occupancy of the Hospital, for whatever reason, is less than the required Minimum Valuation and generates less than the required Minimum Tax Payment, then the Development Agreement shall provide that Aurora shall be required by the Village to pay to the Village, as part of the PILOT, the difference between (i) the Village tax collected and (ii) the required Minimum Tax Payment (the "Shortfall"). The Development Agreement shall provide that Aurora shall pay the Shortfall, if any, as part of the PILOT to the Village commencing with the second year following occupancy of the Hospital and each year thereafter for which a Shortfall exists. For example, if the aggregate Village tax rate for 2022 is $5.76 per $1,000 of assessed valuation, the Minimum Tax Payment would be calculated as follows:

$22,265,000 ÷ $1,000 X $5.76 = $128,246.40

Therefore, the Development Agreement shall provide that Aurora is required to pay the Village as additional PILOT any Shortfall of its tax payment that is less than the Minimum Tax Payment, which is $128,246.40 in this example.

12. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. The City and Village agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the state

Circuit Court does not have jurisdiction over a matter in dispute.

13. LIABILITY FOR CERTAIN DAMAGES. Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any failure to perform its obligations where such failure results from cause beyond such party's reasonable control.

14. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the obligations and services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

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

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

17. NOTICES. Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if: (i) personally delivered to the other party; (ii) sent by overnight

courier; or (iii) deposited in the United States mail, postage prepaid, and addressed to the address set forth below:

If to VILLAGE:	Village of Kohler Attn: Laurie Lindow, Village Clerk 319 Highland Drive Kohler, WI 53044
With a copy to:	Attorney Michael J. Bauer HOPP NEUMANN HUMKE LLP 2124 Kohler Memorial Drive - Suite 310 Sheboygan, WI 53081
If to CITY:	City of Sheboygan Attn: Meredith De Bruin, City Clerk 828 Center Avenue Sheboygan, WI 53081
With a copy to:	Attorney Charles Adams City Attorney's Office CITY OF SHEBOYGAN 828 Center Avenue Sheboygan WI 53081-4442
If to Utility:	Sheboygan Water Utility Attn: Joe Trueblood, Superintendent 72 Park Avenue Sheboygan, WI 53081
With a copy to:	Attorney Charles Adams City Attorney's Office CITY OF SHEBOYGAN 828 Center Avenue Sheboygan WI 53081-4442

19. CHANGE OF ADDRESS. Any party hereto may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this Agreement. At such time as a party transfers its interest under this Agreement so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.

Approved by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By: _____ _____
Authorized Representative Date Signed

By: _____ _____
Authorized Representative Date Signed

Authorized pursuant to City Resolution _____.

VILLAGE OF KOHLER

By: _____ _____
Authorized Representative Date Signed

By: _____ _____
Authorized Representative Date Signed

Authorized pursuant to Village Resolution _____.

SHEBOYGAN WATER UTILITY

By: _____ _____
Authorized Representative Date Signed

By: _____ _____
Authorized Representative Date Signed

EXHIBIT A

Legal Description

A parcel of land being part of the SW1/4 of the SW1/4 and the SE1/4 of the SW1/4 of Section 28, Town 15 North, Range 23 East, located within the Village of Kohler, Sheboygan County, Wisconsin, and described as follows:

Commencing at the Southwest corner of Section 28, T15N, R23E; thence N.89°33'20"E. a distance of 1606.49 feet along the South line of the Southwest 1/4 of said Section 28 to the Point of Beginning, said point being in the centerline of Union Avenue; thence N.00°26'40"W., a distance of 33.00 feet to the existing easterly right-of-way line of State R/W Project Number T01-3(18)/1452-1-21, as described in Volume 458 of Records on Page 152 as Document Number 873126 of Sheboygan County Records; thence N.76°12'14"W. a distance of 67.00 feet along said right-of-way line; thence S.89°29'39"W., a distance of 718.39 feet along a line described in Document Number 1985159 as recorded in the Sheboygan County Register of Deeds Office; thence N.88°23'30"W., a distance of 71.94 feet; thence northwesterly 82.82 feet along the arc of a 60.00 foot radius curve to the right, having a chord bearing N.48°50'44"W., for a distance of 76.40 feet; thence N.09°19'53"W., a distance of 132.65 feet; thence N.03°02'30"W., a distance of 189.48 feet; thence N.01°44'14"W., a distance of 201.87 feet; thence N.11°44'38"E., a distance of 100.49 feet; thence N.06°08'57"E., a distance of 600.53 feet to the North line of the South 1/2 of the Southwest 1/4 of said Section 28; thence N.89°33'07"E., a distance of 7.11 feet along said North line of the South 1/2 of the Southwest 1/4 of said Section 28; thence continuing N.89°33'07"E., a distance of 1927.35 feet along said North line to the East line of the Southwest 1/4 of said Section 28, also being the West right-of-way line of Taylor Drive; thence S.00°30'22"W., a distance of 564.23 feet along said West right-of-way line; thence continuing along said West right-of-way line as described in Volume 1005 of Records on Pages 259-260 as Document Number 1127562 of Sheboygan County Records, S.12°09'53"W., a distance of 158.08 feet; thence continuing along said West right-of-way line S.22°01'29"W. (recorded as N.20°20'42"E.) a distance of 212.74 feet; thence continuing along said West right-of-way line S.26°04'05"W., a distance of 414.70 feet (recorded as N.24°23'18"E., a distance of 415.00 feet) to the North right-of-way line of Union Avenue; thence S.89°33'20"W., a distance of 43.83 feet (recorded as N.88°12'25"E., a distance of 43.70 feet) along said North right-

of-way line; thence S.00°26'40"E. (recorded as N.02°07'36"W), a distance of 33.00 feet to the South line of the Southwest 1/4 of said Section 28 said point being in the centerline of Union Avenue; thence S89°33'20"W., a distance of 724.52 feet along said South line of the Southwest 1/4 of said Section 28 to the Point of Beginning.

Parcel No. 59141-673261

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF AURORA MEDICAL CENTER SHEBOYGAN COUNTY
(City of Sheboygan - Village of Kohler)

1. PARTIES. The parties to this Intergovernmental Cooperative Agreement For the Development and Operation of Aurora Medical Center Sheboygan County (the "Agreement") are the **CITY OF SHEBOYGAN** (the "City"), a municipal corporation with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; the **SHEBOYGAN WATER UTILITY**, (the "Sheboygan Water Utility"), a public water utility owned by CITY and operated by the Board of Water Commissioners, with principal offices at 72 Park Avenue, Sheboygan, Wisconsin 53081, and the **VILLAGE OF KOHLER** (the "Village"), a municipal corporation with offices at 319 Highland Drive, Kohler, Wisconsin, 53044.

2. PURPOSE. Advocate Aurora Health, Inc., a Delaware non-stock corporation, including its successors and assigns, affiliates, licensees and lessees (collectively "Aurora") intends to build and own on property described on **EXHIBIT A** attached, which is Tax Parcel Number 59141-673261, in the Village of Kohler containing approximately 56.6236 acres of land located at the northwest corner of County Road TA (Taylor Drive) and Union Avenue (the "Land"), conditioned upon and subject to Village zoning and special use approvals, some or all of the following facilities and improvements:

(a) a building or buildings, including surface parking lots and/or structures and other related improvements, which will operate as a nonprofit hospital, and which is expected to be exempt from Wisconsin property taxation pursuant to Wis. Stat. § 70.11(4m) (the "Hospital");
(b) a building or buildings (separate from or connected to the Hospital), including surface parking lots and/or structures and other related improvements, which will operate as a for-profit medical office building, and which will be subject to Wisconsin property taxation pursuant to Wis. Stats. Chapter 70 (the "Office");
(c) a separate building or buildings, including surface parking lots and/or structures and other related improvements, which will operate as either temporary housing for medical personnel or as for-profit apartments, condominiums or other housing units, and which will be subject to Wisconsin property taxation pursuant to Wis. Stats. Chapter 70 (the "Housing"); and

(d) a building or buildings (separate from or connected to the Hospital), including surface parking lots and/or structures and other related improvements, which will operate as for-profit restaurants, stores or other retail uses, and which will be subject to Wisconsin property taxation pursuant to Wis. Stats. Chapter 70 (the "Retail").

The Land, Hospital, Office, Housing and Retail are referred to collectively in this Agreement as the "Campus."

The Land, Hospital, Office and Retail are further illustrated and described by the Aurora Medical Center Sheboygan County Village of Kohler Plan Review submittal dated November 1, 2018, attached and incorporated herein as **EXHIBIT B**. The Campus is physically located in the Village of Kohler, however, the location of the Campus will impact and require the approval of other governmental jurisdictions (including the City, Sheboygan County, and the Town of Sheboygan) because of the nature of the boundaries between the jurisdictions, the physical geography of the area, the public infrastructure in the area (including, but not limited to transportation, sewer, and water), and other important factors. The development and operation of the Campus in its proposed location will require significant coordination and cooperation among the impacted communities. This Agreement is intended to memorialize the terms and conditions under which the City and the Village will be adopting respective resolutions under Wis. Stat. § 66.0301 and which the Sheboygan Water Utility joins for purposes of approving water service to the Campus. The City and the Village acknowledge that Aurora is not a party to this Agreement and that Aurora shall not be obligated or bound by its terms unless Aurora enters into a Development Agreement with the Village and accepts the terms of this Agreement by incorporating the Agreement as an exhibit to the Development Agreement ("Development Agreement").

3. **EFFECTIVE DATE AND TERM.** The effective date and term of this Agreement shall commence upon the date of the last party to execute this Agreement and, except as otherwise provided herein, shall continue in full force and effect for as long as the Campus exists and operates on the Land. The parties agree on behalf of themselves and their successors in interest and assigns, notwithstanding any contrary provision of law or equity, that this Agreement shall continue in full force and effect throughout its term.

4. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation.

5. WATER SERVICE.

A. *Wholesale Water Connections Approved.* The City and the Village pursuant to an agreement dated June 8, 1973, including an addendum dated June 18, 1984, provide for the City [via two (2) existing wholesale water connections to the Sheboygan Water Utility] to sell water on a wholesale basis to the Village for re-sale by the Village through its water utility to customers within the corporate limits of the Village. The Village has made a formal request to the City and the Sheboygan Water Utility for third and fourth wholesale water connections for access to the water main owned by the Sheboygan Water Utility and located in Union Avenue and Taylor Drive, in the approximate locations shown on Exhibit C, so as to allow water service to Aurora and any other users on the Campus only, as Village water customers (the "Aurora Connections.") The parties agree that the Village shall be and is hereby granted the Aurora Connections for water service to the Campus; that the Sheboygan Water Utility will supply two separate wholesale water meters, one near each connection, which shall remain the property of the Sheboygan Water Utility. The exact location of the Aurora Connections and associated meters, shall be set forth in detailed plans and specifications prepared by Aurora and reasonably approved in advance, and in writing, by the Village, the City and the Sheboygan Water Utility. The parties further agree that the Village will pay the Sheboygan Water Utility for all costs associated with the establishment of the Aurora Connections, including related appurtenances, and connection charges, and the Village shall charge and pass on all such costs to Aurora for reimbursement; that the Village will be billed for the water it buys from the Sheboygan Water Utility in the same manner as is currently done with the existing wholesale connections; and that Aurora will be a Village water customer and not a direct customer of the Sheboygan Water Utility. Nothing in this section would prevent the parties from agreeing to install and locate the wholesale meter in the Campus itself, thus avoiding the creation of a meter

pit on the Land; the Village may use the readings from the wholesale meter for its customer billing purposes if permitted by the Public Service Commission of Wisconsin (the "PSC").

B. *Water Connection Charge.* The parties acknowledge pursuant to a June 22, 2015, Water Main Conveyance Agreement by and between Sheboygan County, the City and the Sheboygan Water Utility, that there will be a connection charge in the sum of $71,088 for the Aurora Connections, to reimburse Sheboygan County and the Sheboygan Water Utility for the initial capital cost incurred to construct the Union Avenue water main (the "County Connection Charge"). The Village shall pay the County Connection Charge to the Sheboygan Water Utility for the Aurora Connections, and the Village shall charge and pass on the County Connection Charge to Aurora for reimbursement. Of the County Connection Charge collected; the Sheboygan Water Utility will retain $9,859.65 and Sheboygan County will be paid $61,228.35 by the Sheboygan Water Utility as reimbursement for its initial capital cost.

C. *Village Water Main Extensions and Connections.* Any Village water main extensions and customer connections for water service to the Campus that are located beyond the Sheboygan Water Utility wholesale connection shall not require additional City or Sheboygan Water Utility approval. Water main extensions and customer connections for the Campus require Village approval and are subject to Chapter 16.04 of the Village Code of Ordinances, including any amendments, and the Kohler Water Utility rate tariff as established and approved by the PSC.

6. SANITARY SEWER SERVICE.

A. *Sanitary Sewer Connection Approved.* The City and the Village have a previous intergovernmental agreement in place for the City to provide sanitary sewer service (collection, transmission, and treatment) on a wholesale basis to the Village. The Village has made a formal request for sanitary sewer service and direct access to a City sanitary sewer main in Union Avenue. Access will allow a connection by Aurora, a Village customer, for the development and operation of the Campus. The City agrees to provide such access via a

sewer main installed in Union Avenue right-of-way plus a private lateral extending west of Taylor Drive to provide sanitary sewer service to the Campus.

B. *Size of Main and Cost for Installation.* The sanitary sewer connection approved in subparagraph A, above, shall be conditioned upon the existing 8-inch City sanitary sewer main being reconstructed and replaced with a 15-inch sanitary sewer main. The increase in size to a 10-inch pipe is due to the anticipated volume and service needs related solely to the Campus with the required oversizing of the pipe to 15 inches to accommodate anticipated additional volume and services needs of the City. All costs for the construction and installation of a 10-inch sanitary sewer main, as well as for a sampling manhole, shall be the responsibility of the Village, and the Village shall charge and pass on all such costs to Aurora for reimbursement. The City will pay either the Village or Aurora directly, if Aurora constructs the required sanitary sewer upgrade, the difference in cost resulting from an increase in the main size beyond 10 inches. In order to provide a figure for the price difference, all pricing and bids for sanitary sewer upgrades shall include costs for installing a 10-inch pipe for the project with an alternate price for installing 15-inch pipe, and all bids for the upgrades shall be provided to the City. The City payment for the pipe oversizing shall be equal to the smallest difference between the cost for installing a 10-inch pipe and a 15-inch pipe among all bids, unless otherwise expressly agreed by the City. The City payment shall be paid not later than ninety (90) days after final inspection and acceptance of the sanitary sewer upgrade by the City's Department of Public Works.

C. *Restoration of Union Avenue.* Aurora shall be responsible for the cost of the temporary Restoration of the Union Avenue pavement disturbed for the sanitary sewer upgrade construction and installation until the Union Avenue upgrades provided by Section 9.B of this Agreement are constructed. The temporary restoration of the Union Avenue pavement shall match the existing section of road and meet the specifications as identified by the City's Department of Public Works.

D. In the event any Third Party User(s) not located within the Campus connect to the sanitary sewer main in Union Avenue, the Village and the City, as the case may be, shall impose Recapture Assessments on such other property owners in the manner described in Section 122-196(e) of the Municipal code of the City of Sheboygan and shall reimburse Aurora on a pro rata basis for the costs Aurora paid for construction of the sanitary sewer main.

7. **STORM WATER MANAGEMENT.** All development on the Campus shall meet City and Village storm water management and erosion control standards as set forth in the City Code at Appendix D - Construction Site Erosion control, and at Appendix E - Post-Construction Storm Water Management Zoning Ordinance, and in the Village Code at Chapter 20.45 and Chapter 20.47 (the "Storm Water Management and Erosion Control Standards"). In the event of a conflict between the Storm Water Management and Erosion Control Standards of the City and the Village, then the City Code and standards shall control. The Village shall require as a condition of any zoning and building permit approvals issued for the construction of the Campus, that Aurora, at its cost and expense, obtain and maintain throughout the period of construction of the Campus all Storm Water Management and Erosion Control Standards approval from the City's Department of Public Works. The Village shall require as a condition of Village zoning and building permit approvals issued for the construction of the Campus, that Aurora shall, at its cost and expense, be responsible for the design, construction, and maintenance of all storm water management and maintenance facilities required for the Campus. Aurora shall be required before occupancy of the Campus, to enter into a Storm Water Management and Maintenance Agreement with the Village that requires Aurora, at its cost and expense, to inspect, maintain, and keep the retention pond and all storm water management facilities on the Land in good working condition and performing their design functions. A notice of the Storm Water Management and Maintenance Agreement will be recorded against the Land in the Sheboygan County Register of Deeds' Office.

8. INTERSECTION OF UNION AVENUE AND TAYLOR DRIVE.

A. *Jurisdiction.* The intersection of Union Avenue and Taylor Drive (the "Intersection") is controlled by Sheboygan County since Taylor Drive is a county road (County Road TA). The underlying jurisdiction of the Intersection involves the following: the northwest corner is in the Village, the northeast and southwest corners are in the City, and the southeast corner is currently in the Town of Sheboygan. An overview of the proposed Intersection upgrades and improvements is attached as **Exhibit C**.

B. *Improvements Required.* In light of the anticipated increase in traffic, the parties agree that the Intersection shall be rebuilt to accommodate future traffic (including pedestrian) needs. Due to Aurora's Campus development and Campus operation, the Intersection will need substantial reconstruction and upgrades, including new traffic control signals/poles, if reasonably necessary, and replacement/additional pavement. All upgrades related to traffic control signals/poles, turning lanes and geometric design require a permit and approval from the Sheboygan County Transportation Department ("SCTD") and the approval of the City's Department of Public Works. The Village, through the Development Agreement, shall require Aurora, at its cost and expense, to submit a traffic impact analysis report for the development and operation of the Campus prepared by a transportation professional with training and experience in traffic engineering and transportation planning (the "TIA"). The Village shall require Aurora, at its cost and expense, to design and construct all Intersection improvements required to accommodate the findings of the TIA and to satisfy the requirements of the SCTD (which may require additional improvements not included in the TIA or as set forth in Subsection 8.C., below, for compliance with County and City standard specifications for roadway engineering and design in conformance with State of Wisconsin Department of Transportation standards for urban roadways, including but not limited to the Manual of Uniform Traffic Control Devices, and other technical resources (collectively "Roadway Design Specifications") to ensure engineering principles are incorporated in the final design.) The Village shall

require through the Development Agreement and as a condition of Village zoning and building permit approvals issued for the construction of the Campus, that Aurora shall, at its cost and expense: (i) design and construct all improvements to the Intersection as required by the TIA and the SCTD; and (ii) meet periodically throughout the design and construction process (prior to commencement of work and at approximately 30%, 60% and 90% completion stages) with the SCTD and the City's Department of Public Works in order to continuously review the construction improvements and modify details, as necessary, for compliance with Roadway Design Specifications. All Intersection improvements shall be completed and operational before the issuance of any occupancy permits for use of the Campus.

C. *Upgrades at the Intersection.* Aurora, at its cost and expense, shall design and construct concrete pavement, curb and gutter throughout the Intersection. Additionally, the following traffic lanes within the Intersection shall be constructed or continued:

1. A dedicated left-turn lane shall be built for westbound traffic on Union Avenue turning southbound on to Taylor Drive.

2. A dedicated right-turn lane for southbound traffic on Taylor Drive turning westbound on to Union Avenue.

3. A dedicated right-turn lane for westbound traffic on Union Avenue turning northbound on Taylor Drive.

4. A dedicated left-turn lane for eastbound traffic on Union Avenue turning northbound on Taylor Drive.

5. A dedicated left-turn lane for northbound traffic on Taylor Drive turning westbound on Union Avenue.

6. A dedicated left-turn lane for southbound traffic on Taylor Drive turning eastbound on Union Avenue.

7. Two dedicated through lanes for traffic southbound on Taylor Drive, without widening the current concrete footprint of Taylor Drive.

8. One dedicated through lane for traffic northbound on Taylor Drive and one combined through lane/right turn lane, as currently provided, without widening the current concrete footprint of Taylor Drive.

9. One dedicated through lane for traffic westbound on Union Avenue.

10. One dedicated through lane for traffic eastbound on Union Avenue.

The Intersection shall be improved so as to provide any radius improvements deemed necessary by the City's Department of Public Works to accommodate truck or turning movements. The upgrades shall also include complete signal modernization, including new poles and standards with new signal heads, a new controller with timing and emergency pre-emption, and appropriate street lighting. The Village shall require as a condition of Village zoning and building permit approvals issued for the construction of the Campus, and through the Development Agreement, that Aurora shall design and construct all of the improvements to the Intersection as described above, and as required in Subsection 8.B., above.

9. UPGRADE OF UNION AVENUE.

A. *Upgrades West of Taylor Drive.* The portion of Union Avenue west from Taylor Drive to Campus Drive and then north on Campus Drive to the emergency ambulance/helipad entrance driveway along the south and west sides of the Campus, shall be urbanized so as to expand to a width of 36 feet face-to-face of curbs, one lane of traffic in each direction, and shall be surfaced with asphalt in a way and designed in a manner acceptable to the City's Department of Public Works, including proper design for sub-grade and pavement depth, add street lighting along the Campus property to the extent of the road improvements shown on Exhibit C, and include limited storm sewer outlets, which drain into ditches/natural drainage swales,

sidewalks, street lights (in accordance with the Village standards for non-downtown locations) on the Aurora side of the street, and full curb and gutter. The upgrade and urbanization shall also include a sidewalk or appropriate path system constructed of concrete pursuant to specifications provided by the City's Department of Public Works. The new sidewalks or walkways shall accommodate pedestrians by connecting the Campus's internal walkways with existing sidewalks and walkways in the City, and providing pedestrian access to Union Avenue to a proposed bus shelter/pickup. In the event the street/driveway through the campus of UW-Green Bay, Sheboygan Campus, which is located north of the Land, is urbanized at some time in the future, then Aurora shall be required by the Village to urbanize the remaining part of Campus Drive to the north line of the Land, subject to plans that are approved in advance by the Village. In addition, the Village, through the Development Agreement, shall require Aurora to construct, own, and maintain, at its cost and expense, a bus shelter at the patient entrance on Union Avenue including a designated bus loading and unloading traffic lane adjacent to the bus shelter. The Village will approve an encroachment agreement with Aurora to permit the bus shelter to be located in the Union Avenue right-of-way.

B. *Upgrades East of Taylor Drive.* The portion of Union Avenue east of the Intersection from Taylor Drive to the east side of the intersection of Georgia Avenue and Union Avenue, as shown on Exhibit C and as field located by the City's Department of Public Works, shall be upgraded so as to include the installation of storm sewers and upgrade of roadway surface to concrete pavement, and a sidewalk on the north side of the road. Concrete pavement and curb and gutter shall be provided through the physical intersection of Georgia and Union Avenues. Asphalt pavement east of the Union Avenue intersection with Georgia Avenue is acceptable. The City shall be solely responsible for the design and cost of any and all improvements to Union Avenue east of the Taylor Drive Intersection, but may coordinate construction work on such improvements separately with Aurora.

C. *Upgrade Costs.* The Village shall require as a condition of Village zoning and building permit approvals issued for the construction of the Campus, and through the Development Agreement, that Aurora shall: (i) design and construct all of the improvements to Union Avenue (west of the Intersection) as described in Section 9. A., above, and (ii) meet periodically throughout the design and construction process (prior to commencement of work and at approximately 30%, 60% and 90% completion stages) with the SCTD and the City's Department of Public Works in order to continuously review the construction improvements and modify details, as necessary, for compliance with Roadway Design Specifications.

10. LAW ENFORCEMENT SERVICES.

A. *Contracted Law Enforcement Services.* The City of Sheboygan operates and maintains the Sheboygan Police Department, a law enforcement agency, for the purpose of preventing and detecting crime and enforcing state laws and local ordinances with employees authorized to make arrests ("Law Enforcement Services"). The City currently provides Law Enforcement Services to the Aurora Sheboygan Memorial Medical Center, including Law Enforcement Services for Chapter 51 and 55 patients. Pursuant to the terms of this Agreement the Village agrees to contract, engage, and authorize the Sheboygan Police Department to provide Law Enforcement Services to the Village for service to Aurora and the Campus within the municipal boundaries of the Village of Kohler. Pursuant to the terms of this Agreement, the City agrees to provide contracted Law Enforcement Services to the Village for service to Aurora and the Campus within the municipal boundaries of the Village of Kohler in substantially the same fashion as it currently provides to Aurora Sheboygan Memorial Medical Center.

B. *Cost for Law Enforcement Services.* The Village shall pay annually to the City initially the sum of $250,000 for Law Enforcement Services for Aurora and the Campus (the "Annual Law Enforcement Services Fee"). Payments of the Annual Law Enforcement Services Fee from the Village to the City shall be made in advance in four equal quarterly installments within thirty (30) days

of each PILOT payment made by Aurora to the Village required by Section 11.C. of this Agreement, and the Development Agreement (therefore Village's payment to City will be due and payable each February 15, May 15, August 15 and November 15).

C. *Adjustment to Annual Law Enforcement Services Fee.* The Annual Law Enforcement Services Fee shall be adjusted and calculated as of June 1 of each year based solely on the percentage increase or decrease, if any, of the City's average law enforcement officer cost, including all wage and employment benefits (the "Officer Cost") on June 1 of the current calendar year as compared to the Officer Cost on June 1 of the preceding calendar year. The Officer Cost shall be based on and calculated from the labor agreement, or wage and benefit schedule, in effect between the City and the Sheboygan Police Association. The annual increase or decrease, if any, shall be effective as of the next January 1 and the adjusted payment shall commence with the next January 15 quarterly installment payment. The Officer Cost as of June 1, 2018, is $107,268.00 (the "Initial Officer Cost"). The Initial Officer Cost of $107,268.00 has been calculated as follows:

69,640	Salary
770	Uniform
600	Education
4,387	FICA
1,029	Medicare
7,646	WRS
21,576	Health
1,536	Dental
84	Life
$ 107,268	Total

D. *Sheboygan Police Department Expenses.* The City shall be responsible for all costs and expenses to operate the City of Sheboygan Police Department including but not limited to wage and disability payments, pensions and worker's compensation claims, damage to equipment and clothing, and medical expense from providing Law Enforcement Services to the Village, for service to Aurora, and the Campus under this Agreement. The

Annual Law Enforcement Services Fee includes the total compensation to the City for all such Law Enforcement Services.

E. *Commencement Date and Initial Adjustment.* The charge for Law Enforcement Services shall commence and the first payment from the Village to the City shall be paid on or before the date that Aurora is issued an occupancy permit by the Village for the Hospital. Hospital construction is expected to take approximately thirty (30) months from start of construction with occupancy expected sometime in 2021. The charge for Law Enforcement Services for the first year of occupancy (2021) shall be prorated based on the number of months, or partial months, of Hospital occupancy in 2021 and adjusted and increased based on the 2021 Officer Cost percentage increase over the Initial Officer Cost. For example, if the Initial Officer Cost is $107,268 and the Officer Cost is $110,000 in 2021(calculated as of June 1, 2020) and Aurora takes occupancy of the Hospital on April 21, 2021, the charge for Law Enforcement Services for 2021 is calculated as follows:

$110,000 - $107,268 = $2,732
$2,732 ÷ $107,268 = 0.0255 x 100 = 2.55%
0.0255 x $250,000 = $6,375
$250,000 + $6,375 = $256,375
$256,375 x 9/12 = $192,281.25
$192,281.25 x 15% admin fee = $28,842.19
$192,281.25 + $28,842.19 = $221,123.44
$221,123.44 ÷ 2 = $110,561.72

Therefore, in this example, the total prorated charge for Law Enforcement Services for 2021 is $221,123.44 which is to be paid in two quarterly payments of $110,561.72 due and payable July 15, 2021, and October 15, 2021. The first full year quarterly Annual Law Enforcement Services Fee, in this example, commences January 15, 2022.

F. *Termination Rights.* Both the City and the Village, in their respective discretion, may terminate the contracted Law Enforcement Services for Aurora and the Campus at any time upon not less than two (2) years' advance written notice to the other party and with advance written notice to Aurora as provided in the

Development Agreement. Notice must be given not later than June 1 of any year. The June 1 notice requirement is meant to provide both parties with the opportunity to adjust their respective municipal budgets and law enforcement staffing for the following year to accommodate a significant change in service if Law Enforcement Services are terminated. In the event of termination, the Village will analyze and determine, in its sole and exclusive discretion, its method of providing Law Enforcement Services to Aurora and the Campus, including but not limited to the following: (i) secure contracted Law Enforcement Services from other law enforcement agencies, or (ii) substantially increase the Village of Kohler Police Department (Officers, administrative staff, equipment and facilities), or (iii) implement a combination of options (i) and (ii). All costs and expenses incurred by the Village to provide alternate Law Enforcement Services will be charged to Aurora and paid as additional PILOT payments pursuant to Section 11.C. of this Agreement and in accordance with the Development Agreement.

G. *Adjustments for Change In Scope of Services.* In addition to the annual adjustments for Law Enforcement Services based on increases in Officer Cost, the annual charge for Law Enforcement Services provided by the City to the Village may be increased or decreased based on changes implemented at the Campus or other factors which lead to an actual demonstrated increase or decrease in the Service Level provided by the City. For example, but not as limitations, an adjustment may occur if Aurora constructs additional facilities on the Land, or closes facilities on the Land, or changes the types of services offered by the Hospital which result in increases or decreases to the number or types of Law Enforcement Services required at the Campus. Following meetings with Aurora (and their reasonable participation in, and review of any such changes), the City and the Village may mutually agree in writing to implement any change in scope of the Service Level and the annual charge for Law Enforcement Services at each five-year anniversary of the occupancy of the Hospital. Notice of any changes must be given to Aurora not later than June 1 of any year and the change in scope of services adjustment shall be effective the following year. All costs and

expenses incurred by the Village as a result of scope of services adjustments for Law Enforcement Services for Aurora and the Campus will be charged to Aurora, and paid as additional PILOT payments pursuant to Section 11.C of this Agreement and in accordance with the Development Agreement.

11. **PAYMENT IN SUPPORT OF MUNICIPAL SERVICES (PILOT).**

A. *Tax Exempt Status of Hospital.* The Village and City recognize that the Hospital is tax exempt pursuant to Wis. Stat. § 70.11(4m). The Village and City will continue to recognize the Hospital tax-exempt status in all applicable tax years unless there is a change in ownership or use of the Hospital or a change in the Wisconsin Statutes that would specifically change the status of the Hospital from exempt to taxable. Notwithstanding this Section 11. A., the Development Agreement with the Village shall require Aurora to apply to the Village assessor on forms prescribed by the Wisconsin Department of Revenue for tax-exempt status pursuant to Wis. Stat. § 70.11(1)prior to occupancy of the Hospital.

B. *Municipal Services.* The Village and City, as specifically provided by this Agreement, will continue to furnish municipal services and benefits to Aurora and the Hospital, without cost or charge as taxable real property, as a result of the tax-exempt status of the Hospital.

C. *Payment in Support of Municipal Services (PILOT).* The Village shall require, through the Development Agreement and as a condition of Village zoning and building permit approvals issued for the Hospital, that Aurora shall pay to the Village an annual sum equal to: (i) the Annual Law Enforcement Services Fee, payable by the Village to the City pursuant to Section 10.B. above, or the costs and expenses incurred by the Village to provide alternative Law Enforcement Services pursuant to Section 10.F. above, all in support of the Law Enforcement Services to be provided to the Campus pursuant to the Development Agreement and this Agreement; plus (ii) an additional fifteen percent (15%) of the Law Enforcement Services Fee to cover administrative costs incurred by the Village in connection with the Law Enforcement Services (the

"Administrative Fee"); plus (iii) the Shortfall (defined in Subsection 11.E., below), if any, for all other general municipal services and benefits provided by the Village to Aurora, the Hospital and the Campus(the "PILOT" payments). Section 11.C. of this Agreement and the Development Agreement shall provide that Aurora pay the PILOT payments to the Village annually in advance in four equal quarterly installments on January 15, April 15, July 15, and October 15 of each year. The inclusion of the Administrative Fee in the PILOT payments shall constitute full reimbursement and support to the Village for expenses incurred and services provided by the Village in connection with Aurora, the Hospital and the Campus including, but not limited to, the following: (i) coordination, supervision, management and accounting for the contracted Law Enforcement Services provided by the City; (ii) attorney's fees and expenses incurred for the interpretation and application of this Agreement and the Development Agreement; (iii) assessor's fees and expensed incurred for the annual review and determination of the Hospital's tax exempt status and the taxable valuation of the Office, Housing and Retail improvements; and (iv) all other necessary Village expenses and services incurred and provided in connection with the Hospital.

D. *Aurora Guaranty of Minimum Valuation and Minimum Tax Payment.* The City and Village expect that all of the Land (including the Land upon which the Hospital is constructed, for so long as that portion of the Land is Leased by Aurora from Kohler Co. or any other taxable entity), as well as the Office, Housing and Retail improvements will be fully taxable with a valuation for tax roll purposes of not less than Twenty Two Million Two Hundred Sixty Five Thousand Dollars ($22,265,000)as of January 1 of the tax year following occupancy of the Hospital (the "Minimum Valuation"). Accordingly, the Development Agreement shall provide that Aurora shall pay real estate taxes for the entire Campus in an amount that is not less than the amount of tax that would be calculated, determined, and levied against the Land and the Office, Housing and Retail improvements, by multiplying the applicable Village mill rate by the Minimum Valuation (the " Minimum Tax Payment").

E. *Payment of Minimum Tax Payment Shortfall Required.* In the event the valuation of the Land and the Office, Housing and Retail improvements, for any tax year after occupancy of the Hospital, for whatever reason, is less than the required Minimum Valuation and generates less than the required Minimum Tax Payment, then the Development Agreement shall provide that Aurora shall be required by the Village to pay to the Village, as part of the PILOT, the difference between (i) the Village tax collected and (ii) the required Minimum Tax Payment (the "Shortfall"). The Development Agreement shall provide that Aurora shall pay the Shortfall, if any, as part of the PILOT to the Village commencing with the second year following occupancy of the Hospital and each year thereafter for which a Shortfall exists. For example, if the aggregate Village tax rate for 2022 is $5.76 per $1,000 of assessed valuation, the Minimum Tax Payment would be calculated as follows:

$22,265,000 ÷ $1,000 X $5.76 = $128,246.40

Therefore, the Development Agreement shall provide that Aurora is required to pay the Village as additional PILOT any Shortfall of its tax payment that is less than the Minimum Tax Payment, which is $128,246.40 in this example.

12. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. The City and Village agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the state Circuit Court does not have jurisdiction over a matter in dispute.

13. LIABILITY FOR CERTAIN DAMAGES. Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any failure to perform its obligations

where such failure results from cause beyond such party's reasonable control.

14. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the obligations and services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

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

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

17. NOTICES. Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if: (i) personally delivered to the other party; (ii) sent by overnight courier; or (iii) deposited in the United States mail, postage prepaid, and addressed to the address set forth below:

If to VILLAGE: Village of Kohler
Attn: Laurie Lindow, Village Clerk
319 Highland Drive
Kohler, WI 53044

With a copy to: Attorney Michael J. Bauer
HOPP NEUMANN HUMKE LLP

2124 Kohler Memorial Drive - Suite 310
Sheboygan, WI 53081

If to CITY: City of Sheboygan
Attn: Meredith De Bruin, City Clerk
828 Center Avenue
Sheboygan, WI 53081

With a copy to: Attorney Charles Adams
City Attorney's Office
CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan WI 53081-4442

If to Utility: Sheboygan Water Utility
Attn: Joe Trueblood, Superintendent
72 Park Avenue
Sheboygan, WI 53081

With a copy to: Attorney Charles Adams
City Attorney's Office
CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan WI 53081-4442

19. CHANGE OF ADDRESS. Any party hereto may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this Agreement. At such time as a party transfers its interest under this Agreement so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.

[Remainder of this page is intentionally blank]

Approved by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

Authorized pursuant to City Resolution _____.

VILLAGE OF KOHLER

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

Authorized pursuant to Village Resolution _____.

SHEBOYGAN WATER UTILITY

By: _____ _____
Authorized Representative Date Signed

By: _____ _____
Authorized Representative Date Signed

EXHIBIT A

Legal Description

A parcel of land being part of the SW1/4 of the SW1/4 and the SE1/4 of the SW1/4 of Section 28, Town 15 North, Range 23 East, located within the Village of Kohler, Sheboygan County, Wisconsin, and described as follows:

Commencing at the Southwest corner of Section 28, T15N, R23E; thence N.89°33'20"E. a distance of 1606.49 feet along the South line of the Southwest 1/4 of said Section 28 to the Point of Beginning, said point being in the centerline of Union Avenue; thence N.00°26'40"W., a distance of 33.00 feet to the existing easterly right-of-way line of State R/W Project Number T01-3(18)/1452-1-21, as described in Volume 458 of Records on Page 152 as Document Number 873126 of Sheboygan County Records; thence N.76°12'14"W. a distance of 67.00 feet along said right-of-way line; thence S.89°29'39"W., a distance of 718.39 feet along a line described in Document Number 1985159 as recorded in the Sheboygan County Register of Deeds Office; thence N.88°23'30"W., a distance of 71.94 feet; thence northwesterly 82.82 feet along the arc of a 60.00 foot radius curve to the right, having a chord bearing N.48°50'44"W., for a distance of 76.40 feet; thence N.09°19'53"W., a distance of 132.65 feet; thence N.03°02'30"W., a distance of 189.48 feet; thence N.01°44'14"W., a distance of 201.87 feet; thence N.11°44'38"E., a distance of 100.49 feet; thence N.06°08'57"E., a distance of 600.53 feet to the North line of the South 1/2 of the Southwest 1/4 of said Section 28; thence N.89°33'07"E., a distance of 7.11 feet along said North line of the South 1/2 of the Southwest 1/4 of said Section 28; thence continuing N.89°33'07"E., a distance of 1927.35 feet along said North line to the East line of the Southwest 1/4 of said Section 28, also being the West right-of-way line of Taylor Drive; thence S.00°30'22"W., a distance of 564.23 feet along said West right-of-way line; thence continuing along said West right-of-way line as described in Volume 1005 of Records on Pages 259-260 as Document Number 1127562 of Sheboygan County Records, S.12°09'53"W., a distance of 158.08 feet; thence continuing along said West right-of-way line S.22°01'29"W. (recorded as N.20°20'42"E.) a distance of 212.74 feet; thence continuing along said West right-of-way line S.26°04'05"W., a distance of 414.70 feet (recorded as N.24°23'18"E., a distance of 415.00 feet) to the North right-of-way line of Union Avenue; thence S.89°33'20"W., a distance of 43.83 feet (recorded as N.88°12'25"E., a distance of 43.70 feet) along said North right-

of-way line; thence S.00°26'40"E. (recorded as N.02°07'36"W), a distance of 33.00 feet to the South line of the Southwest 1/4 of said Section 28 said point being in the centerline of Union Avenue; thence S89°33'20"W., a distance of 724.52 feet along said South line of the Southwest 1/4 of said Section 28 to the Point of Beginning.

Parcel No. 59141-673261

REDEVELOPMENT AGREEMENT
BETWEEN
ADVOCATE AURORA HEALTH, INC.
AND CITY OF SHEBOYGAN

THIS AGREEMENT made as of the _____ day of April, 2019, by and between Advocate Aurora Health, Inc., a foreign non-stock corporation, with its principal Wisconsin office located at 750 W. Virginia Street, Milwaukee, WI 53204 (hereinafter "Aurora"), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City").

RECITALS

Aurora, including its successors and assigns, intends to build and own a new regional medical office building/clinic and hospital facility on property in the Village of Kohler. The location of the new facility will impact and require the approval of other governmental jurisdictions, including the City. Additionally, related to building its new facility, Aurora intends to close its present medical facility, Aurora Memorial Medical Center ("Memorial Hospital"), located at 2629 N. 7th Street in the City of Sheboygan (the "Property"). Upon closing, Memorial Hospital will be demolished by Aurora and City and Aurora envision that the Property will be sold to a third party purchaser (the "Developer") and redeveloped by the Developer in a manner consistent with the surrounding neighborhood, a neighborhood residential district zoned NR-6, and oriented to small lot single family residential development.

Aurora desires to work with the City to finalize plans, obtain city approvals, demolish the Memorial Hospital building and related improvements, and work toward the future sale and third-party redevelopment of the Property.

It is in the mutual interest of all parties to proceed with this project.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Redevelopment Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Aurora" means Advocate Aurora Health, Inc., its affiliates and constituents, (including, but not limited to Aurora Health Care Medical Group, Inc. and Sheboygan Memorial Hospital, Inc.), and its permitted successors and assigns.

"Developer" IS the third-party purchaser, who buys the Property from Aurora in the future and redevelops the Property, in accordance with the terms of this Agreement.

"Project" means: (a) the demolition of all buildings on the Property by Aurora (the "Demolition Phase"), (b) the sale of the Property by Aurora to the Developer and (c) the ultimate redevelopment of the Property by the Developer (the "Redevelopment Phase"), all as further described in Article II, below.

"Property" means the tax parcel 59281-007700, legally described as:

> All of Block 1 of Gottsacker & Burkarts Boulevard Subdivision; Also part of Lots 17 & 18 of Bates Addition described as: Commencing at the southwest corner of Block 1 Of Gottsacker & Burkarts Boulevard Subdivision, thence S 82.50' along The east line Of North 7th Street, thence east 198.00' to the northeast corner Of Herr & Hammes Subdivision, thence south 226.40', thence west 191.50' to the west Line Of North 6th Street, thence north 308.90' along said west line to the southeast corner Of Block 1 Of Gottsacker & Burkarts Boulevard Subdivision, thence west 388.00' to the point of beginning; also Lots 10, 11, 12, 13, 14, 15, and 16 of Herr & Hammes Subdivision and all of the vacated north-south alley adjacent to said lots; also Lots 1, 2, 3, 4, 5, 6, 7, 30, 31, and 32 of Block 1, all in Assessment Subdivision No. 14.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of: (a) the Demolition Phase, which consists of the demolition of all buildings on the Property by Aurora, including removal of all material from the buildings and improvements on the Property, and restoration of the site to a flat, dust-free environment suitable for residential construction, (b) the sale of the Property by Aurora to the Developer, and (c) the Redevelopment Phase, which consists of the ultimate redevelopment of the Property by the Developer in a manner consistent with the surrounding neighborhood (a neighborhood residential district zoned NR-6) and oriented to small lot single family residential development.

ARTICLE III. UNDERTAKINGS OF AURORA

3.1 Demolition. Aurora shall commence the Demolition Phase within thirty-six (36) months after issuance of any occupancy permit for the new facility located in the Village of Kohler and no later than sixty (60) months after the execution of this Agreement, and substantially complete the Demolition Phase within six (6) additional months thereafter, and in compliance with state law and local ordinances, including but not limited to Sec. 26-40, Sheboygan Municipal Code, related to Land Reconstruction. Notwithstanding the provisions of Sec. 26-40, Sheboygan Municipal Code, no concrete, stone, brick, or masonry may be buried on site. Substantial completion shall include providing to the City a report prepared by a properly licensed and credential soils engineer confirming that the soils in the area are properly compacted and capable of supporting residential construction at a density and size comparable to the surrounding neighborhood.

3.2 Failure to Demolish.

a) Liquidated Damages. Aurora agrees should it fail to commence and/or complete the Demolition Phase pursuant to the provisions of ¶3.1, above, Aurora shall pay to the City the sum of seventy dollars ($70.00) per day for each of the first 365 calendar days and three hundred fifty dollars ($350.00) per day for each day thereafter; said amount shall be paid as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay, including damages not only to the City as such, but to the general public and to the neighborhood),

commencing from the time stipulated for completion until such work is satisfactorily completed and accepted.

b) City May Demolish. In addition to receiving liquidated damages, should Aurora fail to commence and/or complete and/or complete the Demolition Phase pursuant to the provisions of ¶3.1, above, the City shall have the right, upon thirty days written notice, to enter on to the property and proceed to raze the building through any available public agency or by contract or arrangement with private persons. In addition to all liquidated damages up to the date the property is razed and brought to a flat, dust-free environment Aurora shall pay the entire cost to the City of razing the building, plus a 30% surcharge.

c) Payments: All payments to be made by Aurora shall be paid within thirty days of written notice from the City. Liquidated damages will be billed at least annually, but not more than monthly.

3.3 Neighborhood Communication. Aurora shall regularly communicate with and be responsive to the concerns of the residents of the surrounding neighborhood regarding the demolition and the third-party redevelopment of the Property. In addition to general public relations activities regarding the Project, Aurora shall engage in the following activities designed to foster communication with the neighbors of the Project:

a) A representative of Aurora shall regularly attend all meetings of the Memorial Neighborhood Association and be available to answer basic questions and address neighborhood concerns about the Project until demolition and sale of the Property is complete.

b) Aurora shall, within twelve months of the date of this agreement, conduct at least three public meetings at which it will provide details about its plans and timeline for demolition on the Property, address neighborhood concerns about said demolition, require the Developer to solicit and receive neighborhood input about the anticipated redevelopment of the Property and to provide information about the general parameters of the redevelopment. Such meetings shall be open to the general public, with written invitations mailed to each address in the Memorial Neighborhood and the neighborhoods bordering the Memorial

Neighborhood (North Lake, Raider, End Park, Maple Heights, Historic Grant, and Vollrath/North Point neighborhoods.)

c) Beginning twelve months after the date of the agreement, and continuing until demolition and sale of the Property is complete, Aurora shall hold at least one public meeting per year at which it provides updates about the Project and address neighborhood concerns about the Project. Aurora shall further require the Developer to hold similar meetings until the redevelopment is complete. Such meetings shall be open to the general public, with written invitations mailed to each address in the Memorial Neighborhood and the neighborhoods bordering the Memorial Neighborhood (North Lake, Raider, End Park, Maple Heights, Historic Grant, and Vollrath/North Point neighborhoods.)

3.4 Compliance with Codes, Plans and Specifications, Etc. All activity upon and uses of the Property, including demolition and subsequent third-party development and construction of building(s) and other improvements to be constructed upon the Property shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Aurora shall be in accordance with all applicable City codes and ordinances and other applicable laws and regulations. All redevelopment work done by the Developer shall also be in accordance with all applicable City codes and ordinances and other applicable laws and regulations, as well as plans and specifications approved by the City in advance of any redevelopment work. If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Aurora and/or the Developer will at its sole cost and expense take such action as required to seek such approvals and permits. City agrees to act upon all permit applications and requests for approval submitted by Aurora and/or the Developer and required for the Project in a reasonably prompt manner.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF AURORA

Aurora makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with Aurora and granting all approvals, permits and licenses for the Project.

(A) Aurora is a duly organized and existing Delaware corporation, which is qualified to do business in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Aurora, and as necessary its affiliates, and no other or further acts or proceedings of Aurora are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Aurora and constitute the legal, valid and binding agreement and obligation of Aurora, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Aurora, threatened against Aurora that may in any way jeopardize the ability of Aurora to perform its obligations hereunder.

ARTICLE V. THIRD PARTY REDEVELOPMENT

The City acknowledges and agrees that Aurora does not intend to redevelop the Property itself, but rather, either before or after the Demolition Phase, shall sell the Property to the Developer, who shall be approved in writing by the City prior to the Property transfer. Such approval shall not be unreasonably withheld, conditioned or delayed by the City. The Developer shall be contractually required by Aurora in the Property purchase agreement to assume and be bound by all obligations of Aurora pursuant to this Agreement, to the extent

that any such obligation has not been previously fulfilled by Aurora. Provided that Aurora contractually imposes such requirements on the Developer and the City approves the Developer before the Property transfer, the City further acknowledges and agrees that, except as specifically provided herein, Aurora shall have no obligation or liability to the City for any breach of or non-compliance with this Agreement by the Developer after the sale of the Property. Aurora agrees that should it sell the Property to a Developer prior to substantial completion of the Demolition Phase, as a condition of the approval of the sale to the Developer, the City may require that either Aurora or the Developer shall provide to the City a demolition bond in the amount of $3,000,000 to ensure completion of the Demolition Phase after the sale.

ARTICLE VI. INDEMNIFICATION OF THE CITY

Aurora hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or arising out of the recklessness or intentional misconduct of Aurora (or other persons acting on its behalf or under its direction or control) or from Aurora's non-performance of its obligations under this Agreement solely in connection with Aurora's demolition portion of the Project (the "Indemnified Matters"). Aurora will protect and defend the Indemnified Parties from and against any and all Indemnified Matters.

ARTICLE VII. ADDITIONAL PROVISIONS

7.1 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

7.2 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Aurora to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

7.4 No Assignment. Aurora may not assign its rights in this Agreement without the express prior written consent of the City.

7.5 Obligations of City Not to Extend to Others. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

7.6 Agreement to Pay Attorneys' Fees and Expenses. Should Aurora default on this agreement and the City either employs attorneys or incurs other expenses to exercise rights it may have under this agreement, Aurora shall, on demand thereof, pay the City the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party by reason of such default.

7.7 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

7.8 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.9 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:	City Administrator City of Sheboygan, Wisconsin 828 Center Ave. Sheboygan, WI 53081
with a copy to:	City Attorney City of Sheboygan, Wisconsin 828 Center Ave. Sheboygan, WI 53081
To Aurora:	Advocate Aurora Health, Inc. Attn: Chief Administrative Office Aurora Health Care Center, Inc. 750 West Virginia Street Milwaukee, WI 53204
With a Copy to:	Advocate Aurora Health, Inc. Attn: General Counsel 750 West Virginia Street Milwaukee, WI 53204

7.10 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Aurora and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

7.11 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

7.12 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7.13 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

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SIGNATURE PAGE FOR
REDEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

ADVOCATE AURORA HEALTH, INC.

BY: _____

ATTEST: _____

This document authorized by and in accordance with Res. No. ____-18 - 19

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE. April 3, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 196-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to execute the Redevelopment Agreement between Advocate Aurora Health, Inc. and the City of Sheboygan with regard to the property located at 2629 North 7th Street; recommends approving the Resolution with updated agreement.

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

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 196 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
March 25, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Redevelopment Agreement between Advocate Aurora Health, Inc. and the City of Sheboygan with regard to the property located at 2629 North 7th Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Redevelopment Agreement between Advocate Aurora Health, Inc. and the City of Sheboygan, in form substantially similar to the attached.

Finance and Personnel approve w/ updated agreement.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

REDEVELOPMENT AGREEMENT
BETWEEN
ADVOCATE AURORA HEALTH, INC.
AND CITY OF SHEBOYGAN

THIS AGREEMENT made as of the _____ day of _____, 2019, by and between Advocate Aurora Health, Inc., a foreign non-stock corporation, with its principal Wisconsin office located at 750 W. Virginia Street, Milwaukee, WI 53204 (hereinafter "Aurora"), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City").

RECITALS

Aurora, including its successors and assigns, intends to build and own a new regional medical office building/clinic and hospital facility on property in the Village of Kohler. The location of the new facility will impact and require the approval of other governmental jurisdictions, including the City. Additionally, related to building its new facility, Aurora intends to close its present medical facility, Aurora Memorial Medical Center ("Memorial Hospital"), located at 2629 N. 7th Street in the City of Sheboygan (the "Property"). Upon closing, Memorial Hospital will be demolished by Aurora and City and Aurora envision that the Property will be sold to a third party purchaser (the "Developer") and redeveloped by the Developer in a manner consistent with the surrounding neighborhood, a neighborhood residential district zoned NR-6, and oriented to small lot single family residential development.

Aurora desires to work with the City to finalize plans, obtain city approvals, demolish the Memorial Hospital building and related improvements, and work toward the future sale and third-party redevelopment of the Property.

It is in the mutual interest of all parties to proceed with this project.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Redevelopment Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Aurora" means Advocate Aurora Health, Inc., its affiliates and constituents, (including, but not limited to Aurora Health Care Medical Group, Inc. and Sheboygan Memorial Hospital, Inc.), and its permitted successors and assigns.

"Developer" IS the third-party purchaser, who buys the Property from Aurora in the future and redevelops the Property, in accordance with the terms of this Agreement.

"Project" means the demolition of all buildings on the Property by Aurora, the sale of the Property by Aurora to the Developer and the ultimate redevelopment of the Property by the Developer.

"Property" means the tax parcel 59281-007700, legally described as:

> All of Block 1 of Gottsacker & Burkarts Boulevard Subdivision; Also part of Lots 17 & 18 of Bates Addition described as: Commencing at the southwest corner of Block 1 Of Gottsacker & Burkarts Boulevard Subdivision, thence S 82.50' along The east line Of North 7th Street, thence east 198.00' to the northeast corner Of Herr & Hammes Subdivision, thence south 226.40', thence west 191.50' to the west Line Of North 6th Street, thence north 308.90' along said west line to the southeast corner Of Block 1 Of Gottsacker & Burkarts Boulevard Subdivision, thence west 388.00' to the point of beginning; also Lots 10, 11, 12, 13, 14,

15, and 16 of Herr & Hammes Subdivision and all of the vacated north-south alley adjacent to said lots; also Lots 1, 2, 3, 4, 5, 6, 7, 30, 31, and 32 of Block 1, all in Assessment Subdivision No. 14.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of demolition of all buildings on the Property by Aurora, the sale of the Property by Aurora to the Developer, and the ultimate redevelopment of the Property by the Developer in a manner consistent with the surrounding neighborhood (a neighborhood residential district zoned NR-6) and oriented to small lot single family residential development.

ARTICLE III. UNDERTAKINGS OF AURORA

3.1 Demolition. Aurora shall commence demolition of all buildings and improvements on the Property of the improvements set forth above within thirty-six (36) months after issuance of any occupancy permit for the new facility located in the Village of Kohler and no later than sixty (60) months after the execution of this Agreement, and substantially complete demolition and restoration of the site to a flat, dust-free environment within six (6) additional months thereafter, and in compliance with state law and local ordinances, including but not limited to Sec. 26-40, Sheboygan Municipal Code, related to Land Reconstruction.

3.2 Failure to Demolish.

a) Liquidated Damages. Aurora agrees should it fail to commence and/or complete demolition pursuant to the provisions of ¶3.1, above, Aurora shall pay to the City the sum of seventy dollars ($70.00) per day for each of the first 365 calendar days and three hundred fifty dollars ($350.00) per day for each day thereafter; said amount shall be paid as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay, including damages not only to the City as such, but to the general public and to the neighborhood), commencing from the time stipulated for completion until such work is satisfactorily completed and accepted.

b) City May Demolish. In addition to receiving liquidated damages, should Aurora fail to commence and/or complete and/or complete demolition pursuant to the provisions of

¶3.1, above, the City shall have the right, upon thirty days written notice, to enter on to the property and proceed to raze the building through any available public agency or by contract or arrangement with private persons. In addition to all liquidated damages up to the date the property is razed and brought to a flat, dust-free environment Aurora shall pay the entire cost to the City of razing the building, plus a 30% surcharge.

c) Payments: All payments to be made by Aurora shall be paid within thirty days of written notice from the City. Liquidated damages will be billed at least annually, but not more than monthly.

3.3 Neighborhood Communication. Aurora shall regularly communicate with and be responsive to the concerns of the residents of the surrounding neighborhood regarding the demolition and the third-party redevelopment of the Property. In addition to general public relations activities regarding the Project, Aurora shall engage in the following activities designed to foster communication with the neighbors of the Project:

a) A representative of Aurora shall regularly attend all meetings of the Memorial Neighborhood Association and be available to answer basic questions and address neighborhood concerns about the Project until demolition and sale of the Property is complete.

b) Aurora shall, within twelve months of the date of this agreement, conduct at least three public meetings at which it will provide details about its plans and timeline for demolition on the Property, address neighborhood concerns about said demolition, require the Developer to solicit and receive neighborhood input about the anticipated redevelopment of the Property and to provide information about the general parameters of the redevelopment. Such meetings shall be open to the general public, with written invitations mailed to each address in the Memorial Neighborhood and the neighborhoods bordering the Memorial Neighborhood (North Lake, Raider, End Park, Maple Heights, Historic Grant, and Vollrath/North Point neighborhoods.)

c) Beginning twelve months after the date of the agreement, and continuing until demolition and sale of the Property is complete, Aurora shall hold at least one public

meeting per year at which it provides updates about the Project and address neighborhood concerns about the Project. Aurora shall further require the Developer to hold similar meetings until the redevelopment is complete. Such meetings shall be open to the general public, with written invitations mailed to each address in the Memorial Neighborhood and the neighborhoods bordering the Memorial Neighborhood (North Lake, Raider, End Park, Maple Heights, Historic Grant, and Vollrath/North Point neighborhoods.)

3.4 Compliance with Codes, Plans and Specifications, Etc. All activity upon and uses of the Property, including demolition and subsequent third-party development and construction of building(s) and other improvements to be constructed upon the Property shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Aurora shall be in accordance with all applicable City codes and ordinances and other applicable laws and regulations. All redevelopment work done by the Developer shall also be in accordance with all applicable City codes and ordinances and other applicable laws and regulations, as well as plans and specifications approved by the City in advance of any redevelopment work. If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Aurora and/or the Developer will at its sole cost and expense take such action as required to seek such approvals and permits. City agrees to act upon all permit applications and requests for approval submitted by Aurora and/or the Developer and required for the Project in a reasonably prompt manner.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF AURORA

Aurora makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with Aurora and granting all approvals, permits and licenses for the Project.

(A) Aurora is a duly organized and existing Delaware corporation, which is qualified to do business in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Aurora, and as necessary its affiliates, and no other or further acts or proceedings of Aurora are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Aurora and constitute the legal, valid and binding agreement and obligation of Aurora, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Aurora, threatened against Aurora that may in any way jeopardize the ability of Aurora to perform its obligations hereunder.

ARTICLE V. THIRD PARTY REDEVELOPMENT

The City acknowledges and agrees that Aurora does not intend to redevelop the Property itself, but rather, either before or after demolition, shall sell the Property to the Developer, who shall be approved in writing by the City prior to the Property transfer. Such approval shall not be unreasonably withheld, conditioned or delayed by the City. The Developer shall be contractually required by Aurora in the Property purchase agreement to assume and be bound by all obligations of Aurora pursuant to this Agreement, to the extent that any such obligation has not been previously fulfilled by Aurora. Provided that Aurora contractually imposes such requirements on the Developer and the City approves the Developer before the Property transfer, the City further acknowledges and agrees that Aurora shall have no obligation or liability to the City for any breach of or non-compliance with this Agreement by the Developer after the sale of the Property.

ARTICLE VI. INDEMNIFICATION OF THE CITY

Aurora hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or arising out of the recklessness or intentional misconduct of Aurora (or other persons acting on its behalf or under its direction or control) or from Aurora's non-performance of its obligations under this Agreement solely in connection with Aurora's demolition portion of the Project (the "Indemnified Matters"). Aurora will protect and defend the Indemnified Parties from and against any and all Indemnified Matters.

ARTICLE VII. ADDITIONAL PROVISIONS

7.1 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

7.2 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Aurora to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

7.4 No Assignment. Aurora may not assign its rights in this Agreement without the express prior written consent of the City.

7.5 Obligations of City Not to Extend to Others. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

7.6 Agreement to Pay Attorneys' Fees and Expenses. Should Aurora default on this agreement and the City either employs attorneys or incurs other expenses to exercise rights it may have under this agreement, Aurora shall, on demand thereof, pay the City the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party by reason of such default.

7.7 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

7.8 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.9 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:
City Administrator
City of Sheboygan, Wisconsin
828 Center Ave.
Sheboygan, WI 53081

with a copy to:
City Attorney
City of Sheboygan, Wisconsin
828 Center Ave.
Sheboygan, WI 53081

To Aurora:

7.10 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Aurora and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

7.11 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

7.12 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7.13 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

[THE REMAINDER OF THIS PAGE IS INTENTIALLY BLANK]

SIGNATURE PAGE FOR
REDEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

ADVOCATE AURORA HEALTH, INC.

BY: _____

ATTEST: _____

This document authorized by and in accordance with Res. No. ____-18 - 19

VIII

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

Your Committee to whom was referred DIRECT REFERRAL Res. No. 197-18-19 by Alderpersons Wolf and Sorenson authorizing emergency slope repair along the Sheboygan River near New Jersey Avenue and S. 17th Street; recommends approving the Resolution.

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

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 197 - 18 - 19. By Alderpersons Wolf and Sorenson.
March 26, 2019.

A RESOLUTION authorizing emergency slope repair along the Sheboygan River near New Jersey Avenue and S. 17th Street.

WHEREAS, on March 13 to 15, 2019, rapidly melting snow caused numerous issues across the State of Wisconsin; and

WHEREAS, as a result, the Governor declared a state of emergency across the State; and

WHEREAS, one local impact from this rapid snow melt was significant erosion along the Sheboygan River bank near S. 17th Street, which requires immediate action to repair.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Buteyn-Peterson Construction Co., Inc. in substantially similar form to that attached, for repair of the slope as a result of the erosion.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of $41,406.00 from the Storm Water Management Contracted Services Account No. 10133150-521900 pursuant to the contract.

_____

_____

Public Works approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
BUTEYN-PETERSON CONSTRUCTION CO., INC

REGARDING THE REPAIR OF THE SLOPE ALONG THE SHEBOYGAN RIVER NEAR THE INTERSECTION OF NEW JERSEY AVENUE AND S. 17TH STREET

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Buteyn-Peterosn Construction Co., Inc. ("Contractor").

WITNESSETH:

WHEREAS, on March 13 to 15, 2019, rapidly melting snow caused numerous issues across the State of Wisconsin; and

WHEREAS, as a result, the Governor declared a state of emergency across the State; and

WHEREAS, one local impact from this rapid snow melt was significant erosion along the Sheboygan River bank near S. 17th Street, which requires immediate action to repair; and

WHEREAS, Contractor is willing and able to repair the erosion along the Sheboygan River Bank under the terms set forth in this Agreement.

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

Article 1. Scope of Services
Contractor shall provide all services and materials necessary to repair the slope along the Sheboygan River near New Jersey Avenue and S. 17th Street using grouted medium rip rap (the "Services").

Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

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

Contractor shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be affected by Contractor's operations, at least three (3) business days before beginning operations. Contractor shall not hinder or interfere with any persons in the protection of such property or with

the operations of utilities at any time. Contractor shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of Contractor.

Article 2. Standard of Care
Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City
The City designates Ryan Sazama as its designated project manager for purposes of this Agreement.

Article 4. Compensation
The City shall pay Contractor for all fees and expenses in an amount not to exceed Forty One Thousand Four Hundred Six Dollars ($41,406).

Upon completion of the Services, Contractor shall submit an invoice to the City which shall be based upon the following fee schedule:

Medium Rip Rap	$28.82 per ton
Concrete Grout Mix	$150.00 per cubic yard
Installation	$22,496.00

Unless additional services are added to the Services, pursuant to the process set forth in this Article, in no event shall the invoiced amount exceed the not to exceed amount.

The invoice shall be sent to:

Ryan Sazama
Department of Public Works
City of Sheboygan
2026 New Jersey Ave.
Sheboygan, Wisconsin 53081

Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice.

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

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

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

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

Article 5. Appropriation of Funds
Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Performance and Payment Bond
Contractor shall, within ten (10) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

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

Article 7. Schedule
Contractor shall begin the Services as soon as is practicable after this Agreement is approved by the Common Council of the City of Sheboygan and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed. The Parties anticipate that approval to occur at the Council's meeting on April 3, 2019.

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

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

Article 8. Quality of Materials
All materials used by Contractor shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, of which have been discontinued are unacceptable without prior written approval by the City.

Article 9. Safety Requirements
Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendant of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Open Records
Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 11. Termination
The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

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

the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 12. Default
If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

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

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

Article 13. Identity of Contractor
Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status
During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification
Contractor shall indemnify, defend, and hold the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out

of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

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

Article 16. Insurance

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

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

a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.

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

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the

Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver
No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability
The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 21. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 22. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination
In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws
In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

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

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

Article 25. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:	Contractor:
City Clerk	Mike Kleist
City of Sheboygan	Buteyn-Peterson Construction
828 Center Ave.	N7337 Dairyland Drive
Sheboygan, Wisconsin 53083	Sheboygan, Wisconsin 53083

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

Article 26. Intent to be Bound
The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 29. Non-Collusion
Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The prices in its quote, as incorporated into Article 4, were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
b. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote for the purpose of restricting competition.

Article 30. Other Provisions

a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power,

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

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

CITY OF SHEBOYGAN, WISCONSIN	**CONTRACTOR**
BY: _____ Michael J. Vandersteen, Mayor	**BY:** _____
ATTEST: _____ Meredith DeBruin, City Clerk	**ATTEST:** _____
DATE: _____	**DATE:** _____

IX

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

Your Committee to whom was referred Gen. Ord. No. 50-18-19 by Alderpersons Wolf and Sorenson amending Section 74-57 of the Sheboygan Municipal Code with regard to locations in which the prohibition of glass beverage containers does not apply; recommends approving the Substitute Ordinance.

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

Subs. of Gen. Ord. No. 50 - 18 - 19. By Alderpersons Wolf and Sorenson.
April 3, 2019.

AN ORDINANCE amending Section 74-57 of the Sheboygan Municipal Code with regard to locations in which the prohibition of glass beverage containers does not apply.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 74-57 of the Municipal Code entitled "Glass beverage containers" is hereby repealed and recreated in subsection (b) thereof to read as follows:

"Sec. 74-57. Glass beverage containers.

. . .

(b) This section shall not apply to the following:

. . .

(3) Persons possessing a cup, glass, bottle or other container made of glass designed or used for holding a beverage in Area 8 of Kiwanis Park that has been provided to them by a Biergarten authorized by the Common Council.

(4) Where otherwise provided by approval of the director of engineering and public works for other organized functions."

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

6.3

X

Gen. Ord. No. 50 - 18 - 19. By Alderpersons Wolf and Sorenson.
March 18, 2019.

AN ORDINANCE amending Section 74-57 of the Sheboygan Municipal Code with regard to locations in which the prohibition of glass beverage containers does not apply.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 74-57 of the Municipal Code entitled "Glass beverage containers" is hereby repealed and recreated in subsection (b) thereof to read as follows:

"Sec. 74-57. Glass beverage containers.

. . .

(b) This section shall not apply to the following:

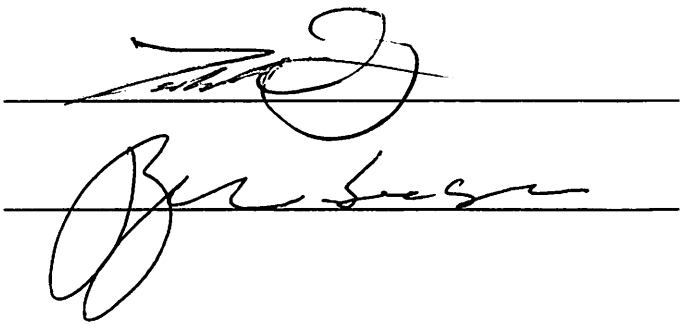
. . .

(3) Persons possessing a cup, glass, bottle or other container made of glass designed or used for holding a beverage in Area 8 of Kiwanis Park for which a deposit has been paid to a Biergarten authorized by the Common Council.

(4) Where otherwise provided by approval of the director of engineering and public works for other organized functions."

Public Works approve Subs Ord

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

VIII

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

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

COW

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.4

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

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

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

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

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

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

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

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

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

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

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

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

Public Works approve

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

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

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

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

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

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

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

COW

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.5

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

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

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

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

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

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

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

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

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

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

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

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

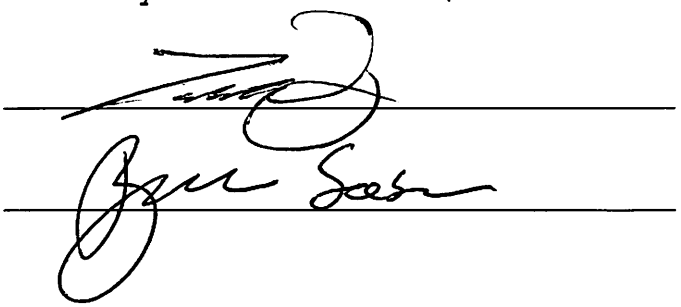
NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Envirotech Equipment for the purchase of seven (7) New Way/Autocar automated garbage and recycling collection trucks.

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

Public Works approve

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

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



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Driving The Difference.

Sourcewell Contract # 112014-NWY

Dealer must receive copy of PO

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

Quantity	Part No.	Description	Sourcewell Price
1	8016	31 yd Dump	
STD	AS5010	Front Mount, Tandem Vane	
1	AS5070	LED Mid Body Back-up Lights (2)	
1	AS5071	LED Back-up Lights on Tailgate (2)	
1	AS5072	LED Work Lights (1 Light in Hopper and 1 curbside toward arm)	
STD		Strobe Light Package System - 2 oval lights mounted upper tailgate	
1	AS5078	LED Oval Strobes - 2 lights on lower tailgate	
1	AS5079	LED Oval Strobes - 2 lights on front of body	
STD	AS5080	Upper Light Bar With (2) Stop/Tail (standard)	
STD		Acrylic Urethane Enamel (White) - Body	
1	AS5150	Electronic Filter By-Pass Indicator In Cab	
1	AS5155	Quick Disconnect Pressure Gage	
STD		Arm Control Joystick on Counsel	
1	AS5161	Arm Controls Rocker Switches Under Seat	
1	AS5162	Arm Cycle Counter	
1	AS5171	Shovel/Broom Rack	
1	AS5173	Precrusher Panel	
1	AS5174	Hopper Access Ladder	
1		Arm Control Rocker Switches on Door	
1		Arm Spill Shield	
1		Trough Cleanout Tool	
1		Chromium Overlay - SuperTrack	
1		3/16" AR450 Hopper Floor & Side Liner	
1		Breaker Bar Rake Teeth	
1		Manual Autopack Button & Autopack Override Button	
1		Lincoln Lube - Body & Arm Grease System	
1		Arm Not Stowed Alarm in Cab	
1		Brigade 360 w/ Additional Arm & Hopper Camera	
1		LED Oval Strobes in Upper TG - NO Integrated Strobe Packages	
1		LED Oval Strobes in Upper & Lower TG to be wired to same cab switch	
1		NewWay Body Sub-Total	$158,858.75
1		Autocar ACX Chassis (Dealer Supplied Sourced Product)	$143,212.44
1		Volume Purchase Discount per unit	-$16,000.00
		Total Price per unit	$286,071.19
		Total Price for 7 complete units - Sourcewell Contract 112014-NWY	**$2,002,498.30**

CITY MEMBER # MUST BE ON P.O.

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

VIII

5.2

R. C. No. 274 - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. March 18, 2019.

Your Committee to whom was referred Res. No. 183-18-19 by Alderpersons Wolf and Donohue dissolving the Sustainable Sheboygan Task Force; recommends approving the Substitute Resolution.

Beg.
Donohue/Wolf to Pass Ress
BAWT, Bohren/Wolf to hold
until May 6
Aye: 7
Nay: 3

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Subs. of Res. No. 183 - 18 - 19. By Alderpersons Wolf and Donohue.
March 18, 2019.

A RESOLUTION dissolving the Sustainable Sheboygan Task Force.

WHEREAS, the Sustainable Sheboygan Task Force was established by way of Subs. of Res. No. 22-08-09, as amended by Res. No. 54-08-09 and Res. No. 181-16-17; and

WHEREAS, the purpose of the Sustainable Sheboygan Task Force was to study and make recommendations to the Common Council regarding strategies to be adopted by the City for creating and maintaining a sustainable Sheboygan, focusing on such topics as recycling, green purchasing, energy conservation, waste management and sustainability measures, and raising community awareness on environmental stewardship, that would result in cost savings and reduced consumption of resources throughout the City of Sheboygan; and

WHEREAS, recommendations presented by the Sustainable Sheboygan Task Force have been implemented in the respective City departments and the Sustainable Sheboygan Task Force has fulfilled its purpose.

NOW, THEREFORE, BE IT RESOLVED: That the Sustainable Sheboygan Task Force is hereby eliminated and abolished and the associated authorizing resolutions (Subs. of Res. No. 22-08-09, as amended by Res. No. 54-08-09 and Res. No. 181-16-17) are hereby repealed.

BE IT FURTHER RESOLVED: That nothing in this resolution shall prevent the City Administrator from creating a city department green team to serve the City's future sustainability efforts.

BE IT FURTHER RESOLVED: That the City Administrator shall report back to the Common Council at least annually regarding the City's sustainability efforts.

BE IT FURTHER RESOLVED: That this Resolution shall be in effect from and after its passage and as of April 16, 2019.

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

5.5

Res. No. 183 - 18 - 19. By Alderpersons Wolf and Donohue. March 4, 2019.

A RESOLUTION dissolving the Sustainable Sheboygan Task Force.

WHEREAS, the Sustainable Sheboygan Task Force was established by way of Subs. of Res. No. 22-08-09, as amended by Res. No. 54-08-09 and Res. No. 181-16-17; and

WHEREAS, the purpose of the Sustainable Sheboygan Task Force was to study and make recommendations to the Common Council regarding strategies to be adopted by the City for creating and maintaining a sustainable Sheboygan, focusing on such topics as recycling, green purchasing, energy conservation, waste management and sustainability measures, and raising community awareness on environmental stewardship, that would result in cost savings and reduced consumption of resources throughout the City of Sheboygan; and

WHEREAS, recommendations presented by the Sustainable Sheboygan Task Force have been implemented in the respective City departments and the Sustainable Sheboygan Task Force has fulfilled its purpose.

NOW, THEREFORE, BE IT RESOLVED: That the Sustainable Sheboygan Task Force is hereby eliminated and abolished and the associated authorizing resolutions (Subs. of Res. No. 22-08-09, as amended by Res. No. 54-08-09 and Res. No. 181-16-17) are hereby repealed.

BE IT FURTHER RESOLVED: That nothing in this resolution shall prevent the City Administrator from creating a city department green team to serve the City's future sustainability efforts.

BE IT FURTHER RESOLVED: That this Resolution shall be in effect from and after its passage and as of April 16, 2019.

YMS approve subs

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

II

Other Matters

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

Submitting various license applications for the period ending June 30, 2019, December 31, 2019, April 14, 2020 and June 30, 2020.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

No.	Name	Address
2660	Carey, Susan M.	1411 S. 21st Street
2655	Dickerson, Danesha D.	710 Pennsylvania Avenue
2684	Firgens, Brad M.	2216 S. 7th Street
2647	Forbush, Samantha J.	725 S. 22nd Street
2651	Gartman, Marc R.	2711 Savannah Circle Apt. C
2653	Gasbarro, Heather A.	1197 Edelweiss #18, Sheboygan Falls
2662	Gunderson, Reuben J.	633 Torke Terrace, Plymouth
2666	Grzonka, Stanley G.	1007 School Avenue #6
2683	Harmon, Tearra M.	1322 Union Avenue
2681	Hilbelink, Nealy P.	113 2nd Street, Sheboygan Falls
2664	Kesner, Derek S.	2201 Erie Avenue Apt. B212
2669	Kietzman, Jeff J.	550 Cloverdale Lane, Plymouth
2648	La France Mara, Veronica M.	107 Smith Street, Plymouth
1245	Little, Elizabeth M.	1606A Indiana Avenue
2658	Lohse, Jordan R.	6440 Hidden Fields Court
1803	Manz, Beth A.	301 Leavens Avenue, Sheboygan Falls
1111	Mendez, Samantha L.	612A Broadway Street, Sheboygan Falls
2650	Munnik, Bryan A.	W2672 County Road PPP, Sheboygan Falls
2661	Purtell, Shawn S.	4730 Moenning Road
2682	Schleyhahn, John S.	2617 N. 5th Street
0232	Schmidtman, Nancy J.	3204 N. 26th Street
2644	Shinn, Michelle L.	1519 N. 8th Street
2667	Utech, Ian R.	1526 S. 25th Street
2645	Weidner, Mary L.	902 Pershing Avenue
4808	Wierikko, Kim M.	4020 N. 52nd Street
2659	Willette, Amanda R.	1012 Falls Park Dr. #2, Sheboygan Falls
2678	Woepse, Krystal M.	110A Monroe Street, Sheboygan Falls
2656	Yang, Chyra	1713 Wisconsin Avenue
2670	Zolecki, Nicholas H.	W55N220 Woodmere Ct. Apt 2, Cedarburg

LHPS

CHANGE OF AGENT

Ashley Wolf is replacing Darryll D. Matthies as agent effective immediately for Walgreens #6570 - 1029 N. 14th Street.

CHANGE OF PREMISES

No.	Name	Address
3162	Sundance Saloon	1509 S. 12th Street - to include parking lot east of bar - adjacent to bar. One day event 05/18/19.
1040	Brennans	1101 Michigan Avenue - 1101 Michigan Avenue - South parking lot west lot also. One day event 05/05/19.
3150	Craft 30	1015 S. 10th Street - June 21, 2019- June 23rd, 2019. Would like the ability to put up tent on green space area outside our patio. Also would allow us to have more patrons and covered area - per weather.
3150	Craft 30	1015 S. 10th Street - August 10, 2019 - Would like the ability to put up tent on green space area outside our patio. Also would allow us to have more patrons and covered area - per weather.

CIGARETTE/TOBACCO (June 30, 2019) (NEW)

No.	Name	Address
3387	Sheboygan Vapor	3116 S. Business Drive

"CLASS B" LIQUOR LICENSE (June 30, 2019) (NEW)

No.	Name	Address
3389	Al & Al's I	1502 S. 12th Street

Sidewalk Café License (Renew) (April 14, 2020)

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th Street
3150	Craft 30	1015 S. 10th Street
2487	Frankies Pub & Grill	2218 Indiana Avenue

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2019)

No.	Name	Address
2652	Block, Michelle R.	414 Niagra Avenue
2668	Brown, Jason J.	1028A Superior Avenue
7788	Degroat, Shawn	1614 S. 9th Street
2646	Miller, Sonya M.	1318 Virginia Avenue

II

Other Matters

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

Submitting a communication from Visit Sheboygan making various requests for Sheboygan Concerts and 4th of July Events.

_____
CITY CLERK

LHPS
+
Public Works

Visit Sheboygan, Inc.
630 Riverfront Drive, #200 • Sheboygan, WI • 53081
(920) 547-2641 • visitsheboygan.com

VisitSHEBOYGAN
SHEBOYGAN AREA TOURISM

Date: April 1, 2019

To: Meredith DeBruin, City Clerk
City of Sheboygan

Fr: Amy Wilson, President/CEO
Visit Sheboygan, Inc.

Re: Request to Common Council for Sheboygan Concerts and 4th of July Events

Sheboygan Pops Concert Series

Visit Sheboygan requests use of the band shell at Fountain Park and DPW services to setup chairs and dance floor as needed to fulfill its obligation with the city in organizing and implementing the Sheboygan Pops Concert Series.

4th of July

As the coordinator of Sheboygan's 4th of July festivities, including the parade, events at Deland Park, Rotary Park, and South Pier, Visit Sheboygan is requesting use of services and equipment from DPW and police departments. Anticipated resources for the events will be very similar to those utilized in the past, following the schedule below:

Prior to July 4, assistance from DPW is requested to set up picnic tables and benches and staging at Deland Park and South Pier. Following events on July 4, assistance is requested for pick-up of same.

July 3, the fireworks company will be pre-staging fireworks near South Pier. Visit Sheboygan will coordinate location and security of items with the fireworks company, DPW and the Sheboygan Police and Fire Departments.

July 4, assistance with parade logistics and logistics and maintenance of Deland and Rotary Parks and South Pier throughout the day.

Prior to July 4, assistance is requested from the Sheboygan Police Department, blocking off parked traffic for the parade route, as well as assistance routing traffic from the parade on July 4, with assistance controlling traffic throughout the day's festivities. Below is the current schedule of events:

7:00 a.m. Parade Line-up (Route: N. 8th St. at Center Ave., going north to Michigan Ave., East to Broughton Dr.) Note: Parade Permit will be requested as soon as insurance certificate is received by Visit Sheboygan.

Visit Sheboygan, Inc.
630 Riverfront Drive, #200 • Sheboygan, WI • 53081
(920) 547-2641 • visitsheboygan.com

VisitSHEBOYGAN
SHEBOYGAN AREA TOURISM

9:00 a.m. Parade Commences (Note: DPW is requested to set up risers with tables and chairs for six judges at Fountain Park.)

11:00 a.m. Deland Park festivities begin. (Entertainment tent with food and beverage sales. Vendor village with food and beverage, arts and crafts vendors, kids' area with inflatable amusements.) Vendor Village ends at 7 p.m. Entertainment breaks for fireworks and ends at 11:00 p.m.

12:00 p.m. Rotary Park festivities include on-the-river events, entertainment, and concessions coordinated by Visit Sheboygan. Tentatively free public SUP and Kayak demonstrations, band, and concessions.

12:00 p.m. South Pier festivities include a partnership with Angler's Avenue to provide entertainment through the day/evening. Concessions also coordinated by Angler's Avenue.

4:00 p.m. Sheboygan Theatre Company performance "A Musical Review," coordinated by the Sheboygan Theatre Company performed in Fountain Park.

9:30 p.m. Fireworks display from South Pier.

C: John Motiska, BID Manager
Sue Engler, Blue Harbor Resort Vice President & General Manager
Chief Domagalski, Sheboygan Police Department
Chief Romas, Sheboygan Fire Department
Dave Biebel, Department of Public Works Director
Chad Pelishek, Planning and Development Director

III Other Matters

Res. No. _____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
April 3, 2019.

A RESOLUTION directing the Purchasing Agent to seek Requests for Proposal for an Operational and Departmental Structure Study of the City of Sheboygan Finance Department and Human Resources Department.

WHEREAS, the Common Council has expressed an interest in systematically conducting an outside review of each city department; and

WHEREAS, the Common Council initiated its review effort by conducting an Operational and Departmental Structure Study of the Fire Department in 2018; and

WHEREAS, the City Administrator has suggested the following items be included in the operational and departmental structure study:

- Review background information;
- Stakeholder input;
- Document and review information;
- Develop benchmark analysis;
- Develop Organizational Structure and Staffing Plan; and
- Prepare and issue Report of Findings.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is directed to seek Requests for Proposal for an Operational and Departmental Structure Study of the City of Sheboygan Finance Department and Human Resources Department for city consideration.

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

Other Matters

Res. No. _____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
April 3, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the installation of new floor coverings at Mead Public Library.

WHEREAS, Mead Public Library is in the final year of a multi-year initiative to replace carpeting and flooring in most of the public and semi-public spaces of the Building; and

WHEREAS, in 2019, the Library wishes to replace all of the carpeting and floor coverings on the second floor and on the main staircase that serves all three floors (the "Project"); and

WHEREAS, the Library included $40,000 in the 2019 Capital Improvements Budget for the Project, with the expectation that it would fund the excess with reserves; and

WHEREAS, City Staff has obtained and reviewed competitive bids for the Project; and

WHEREAS, upon reviewing the bids, the Mead Public Library Board has elected to use reserves to fund the portion of the Project in excess of the budgeted funds included in the 2019 Capital Improvements Budget; and

WHEREAS, the lowest bid, from Precision Floor and Décor, meets all the requirements from the bid documents.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Precision Floor and Décor in substantially similar form to that attached, for the installation of new floor coverings at Mead Public Library.

Finance + Personnel

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of $40,000.00 from the Capital Improvement Fund-Mead Library-Building Improvement account #47851100-621200 and $77,847.64 from the Mead Library-Administration-Contracted Services account #25551100-521900 in payment of same.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
PRECISION FLOOR AND DÉCOR, INC.

REGARDING THE REMOVAL AND INSTALLATION OF CARPET AT MEAD PUBLIC LIBRARY

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Precision Floor and Décor, Inc. ("Contractor").

WITNESSETH:

WHEREAS, Mead Public Library is in the final year of a multi-year initiative to replace carpeting and flooring in most of the public and semi-public areas of the Library; and

WHEREAS, in 2019, the Library wishes to replace all of the carpeting and floor coverings on the second floor and on the main staircase that serves all three floors; and

WHEREAS, Contractor is willing and able to remove the existing flooring in those areas and replace the flooring under the terms set forth in this Agreement.

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

Article 1. Scope of Services
Contractor shall provide all services[1], materials, labor, and tools necessary to remove and replace the floor coverings on the second floor of the Mead Public Library and on the main staircase that serves all three floors (the "Services").

Contractor shall assist the City's Project Manager with the selection of the products, including providing samples.

"Materials" includes all carpet, vinyl flooring, carpet nosing, vinyl cove base, transition strips, and glues and adhesives as may be necessary for a complete turnkey installation. Use of more than one dye lot in the same room or open area is not permitted. Contractor shall also provide a minimum of one carton each of attic stock for each kind of Carpet Module and Luxury Vinyl Plan, in addition to all full pieces left over following installation.

[1] This includes measurement and inspection of the areas designated to receive floor coverings. Contractor shall be wholly responsible for the measurement of these areas.

Replacement of the floor coverings includes proper preparation of the substrate to accept the new floor coverings and the installation of new floor coverings, which shall include:

- Generally:
    - Contractor shall follow manufacturer's instructions and recommendations. This includes completing all cutting in accordance with manufacturer's recommendations, using tools specifically designed for the purpose.
    - The entire floor area shall be covered with flooring materials. This includes installation of floor coverings under open-bottom obstructions and under removable flanges and furnishings, and into alcoves and closets as may be present in each space. It also includes installing floor coverings tight against walls, columns, and cabinets, and installing edging guard at all openings and doors wherever flooring terminates or meets dissimilar coverings.
    - All carpet shall be installed with the pile-lay in the same direction, except when instructed otherwise by the City's Project Manager.
    - All carpet and vinyl shall be adhered directly to the existing prepared floor surfaces (in accordance with the manufacturer's recommendations).
    - All vinyl base shall be adhered directly to the designated surfaces after installation of the floor coverings (in accordance with manufacturer's recommendations).
    - All edges shall be butted together with the proper pressure to produce the tightest joint possible without distortion.
    - When necessary, Contractor shall utilize levelling compound.
    - Metal nosing strips shall be used as required. Installation of metal nosing on concrete or stone shall be done by drilling and inserting plastic anchors and non-corrosive drive screws. All screws used shall have a shallow head profile.
- For Carpet and Vinyl:
    - Following removal of existing carpet, Contractor shall prepare existing floors to receive carpet or vinyl.
    - Prior to filling, the floors must be swept clean of all loose debris. Filler, if used, shall be allowed to dry completely.
    - Floor then should be damp mopped and allowed to dry.
    - Floor then should be vacuumed to assure a substrate free from materials.
    - Any cracks, holes, or imperfections should be corrected in accordance with manufacturer's instructions.
- For Vinyl Base:
    - Designated surfaces to receive vinyl base shall be structurally sound, smooth, clean, and dry. The surfaces should be free of dirt, dust, oil, wax, previous adhesives, and any matter which would negatively impact a solid bond.
    - The back of the vinyl base shall be free of mold release agents or other contaminants that could adversely affect adhesion.
- Broadloom Carpet and Vinyl:
    - Contractor shall layout and plan the area to be covered by providing a seaming plan approved by the City's Project Manager prior to the commencement of work. Seaming plans shall reflect the minimum amount of seams possible. No perpendicular seams shall occur at door openings. Seams should be planned to run with the traffic flow.

    - Contractor shall ensure that all rolls and modules are of the same dye lot. Use of more than one dye lot in the same room or open area is not permitted.
- For Carpet Tiles or Modules:
    - Contractor shall install carpet according to manufacturers' printed instruction.
    - Installation shall be done with full coverage adhesives approved by and in accordance with manufacturer's directions.
    - Contractor shall use fixed reducer strips as required to secure the area.
- For Vinyl Cove Base:
    - All bases shall be cove cut on the inside corner.
    - No seams shall be permitted on outside corners.
    - Use of more than one dye lot in the same room or open area is not permitted.
- Adhesive Application:
    - Adhesives shall be compatible with the products being installed. Contractor shall follow manufacturers' recommendations for application to ensure proper adhesion and compliance with warranty terms and conditions.

Cleanup shall immediately follow installation, and shall be completed in phases. This shall include removal of visible adhesive, seam sealer, and other surface blemishes using cleaners recommended by the manufacturer(s), removal of protruding yarns from the carpet surface, and removal and disposal of all debris and all carpet / vinyl scraps less than one square yard or one complete module. All items removed shall be disposed of appropriately.

The Services will be performed in phases. Contractor and Library Staff shall establish and agree upon a work plan in advance of the actual work being performed. This will assure that all materials, furnishings, fixtures, book collections, and other items can be adequately removed from the work area prior to installation commencing.

The work will be done while the building is open to the public, which will require Contractor to engage in careful planning and communication with Library Staff in order to avoid disruption in the delivery of services to the Library's patrons. Contractor shall ensure that each installation area is sufficiently blocked from foot traffic while the work is underway so as to assure the safety of library patrons.

Contractor's Project Manager shall meet with Library Staff as often as required to review work progress, provide necessary guidance, and ensure sufficient communication.

Contractor shall subcontract with Quasius Construction, Inc. to provide the labor and materials necessary to prepare the main staircase to accept a new flooring.

Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

Article 2. Standard of Care
Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

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

Article 3. Responsibilities of the City
The City's Library Staff will move all materials, furnishings, fixtures, book collections, and other items from the work area prior to installation of the relevant area, and shall move all materials, furnishings, fixtures, book collections, and other items back after the installation of the relevant area is completed.

The City designates Bernie Rammer as its designated project manager for purposes of this Agreement.

Article 4. Compensation
The City shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Seventeen Thousand Eight Hundred Forty Seven Dollars and Sixty Four Cents ($117,847.64).

Upon completion of the Services, Contractor shall submit an invoice to the City which shall be based upon the following fee schedule:

Main Area – Second Floor	$75,357.10
Teen Center	$ 4,702.98
Quiet Study Room	$ 8,400.00
Staff Work Room	$ 8,186.56
Grand Staircase	$18,406.00
Quasius Subcontract	$ 2,795.00

Unless additional services are added to the Services, pursuant to the process set forth in this Article, in no event shall the invoiced amount exceed the not to exceed amount.

The invoice shall be sent to:

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

Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice.

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

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

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

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

Article 5. Appropriation of Funds
Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Schedule
All Services shall proceed according to the schedule agreed to by the City's Project Manager and the Contractor.

All Services, and all invoices for all Services, shall be complete by October 30, 2019. Completion of services shall mean the services have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by October 30, 2019.

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

being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 7. Quality of Materials

All materials used by Contractor shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, of which have been discontinued are unacceptable without prior written approval by the City.

All materials shall meet or exceed the specifications set forth below:

a. Carpet Modules
    a. Location: Main Area, Staff Work Room, Quiet Study Area, Teen Center
    b. J&J Flooring Group "Evolve #7981" or equal
    c. Construction: Patterned Loop
    d. Standard Module Size: 24" x 24"
    e. Face Weight: 20 oz. / square yard
    f. Special Treatments: Pro Tex Soil Release
    g. Standard Adhesive: Commercialon Premium Modular Adhesive (full coverage)
    h. Adhesive Installation: Full Spread
    i. Usage: Moderate to Heavy Foot Traffic
b. Luxury Vinyl Plank
    a. Location: Teen Center
    b. J&J Commercial or equal
    c. Thickness: 3 mils
    d. Finish / Coating: Enhanced UV Urethane with Ceramic Bead
    e. Nominal Dimensions (Plan): 9" x 48"
    f. Pattern: Plank, Random
    g. Backing Class: Commercial
    h. Traffic Class: Commercial
    i. Additives: Anti-Microbial ZPT
    j. Standard Adhesive: J&J LVT Adhesive
    k. Install Method: Full Spread
c. Grand Staircase
    a. Tarkett Johnsonite or equal
    b. Material: Resilient Rubber Flooring and Resilient Rubber Stair Treads with Integrated Risers
    c. Approvals: ADA and Visually Impaired
    d. Style: Round Raised or Square Raised or Diamond Raised
    e. Color: To Be Determined by the City in its sole discretion
    f. Landings: Resilient Rubber Flooring
    g. Wall Base: Matching

Article 8. Safety Requirements
Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendant of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 9. Open Records
Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 10. Termination
The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

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

Article 11. Default
If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.

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

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

Article 12. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City explicitly consents to the use of Quasius Construction as set forth in Article 1 of this Agreement. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 13. Independent Contractor Status

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

Article 14. Indemnification

Contractor shall indemnify, defend, and hold the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

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

Article 15. Insurance

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

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

a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.

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

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

Article 16. Conflict of Interest
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 17. Waiver
No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 18. Severability
The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 19. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 20. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 21. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 22. Non-Discrimination
In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 23. Compliance with Laws
In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

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

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

Article 24. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:		**Contractor:**
City Clerk		Brian Zurn
City of Sheboygan		Precision Flooring & Decor
828 Center Ave.		24 South Highland Ave.
Sheboygan, Wisconsin 53083		Plymouth, Wisconsin 53073

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

Article 25. Intent to be Bound
The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may

include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 27. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 28. Non-Collusion
Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The prices in its bid, as incorporated into Article 4, were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.

b. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder to any other bidder or competitor prior to the bid opening.

c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote for the purpose of restricting competition.

Article 29. Other Provisions

a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

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

f. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

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

CITY OF SHEBOYGAN, WISCONSIN	**CONTRACTOR**
BY: _____ Michael J. Vandersteen, Mayor	**BY:** _____
ATTEST: _____ Meredith DeBruin, City Clerk	**ATTEST:** _____
DATE: _____	**DATE:** _____

III

Other Matters

Res. No. _____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
April 3, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for certain roof repairs at the Mead Public Library.

WHEREAS, the City of Sheboygan engages Tremco Inc. as a consultant to assist the city in the management and oversight of roofing systems on various City buildings including Mead Public Library; and

WHEREAS, one item that Tremco Inc. identified for 2019 was repairs to the Mead Public Library roof in order to maintain roof integrity (the "Project"); and

WHEREAS, the City has obtained and reviewed competitive bids for the Project; and

WHEREAS, the bids came in higher than expected, and higher than was budgeted for the Project; and

WHEREAS, it is believed that the bid responses are higher than expected due to several factors, including the relatively small size of the project, a winter season that was harder than normal on roof surfaces, and a strong economy creating a backlog of work for roofing contractors; and

WHEREAS, in light of this belief, the Mead Public Library Board wishes to use reserves to fund the portion of the Project in excess of the budgeted funds included in the 2019 Budget; and

WHEREAS, the lowest bid, from Kaschak Roofing, Inc., meets all the requirements from the bid documents.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Kaschak Roofing Inc. in substantially similar form to that attached, for the repair of various roof systems at Mead Public Library.

Finance & Personnel

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of $54,000 from the Mead Library-Administration-Contracted Services account #25551100-521900 in payment of same.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
KASCHAK ROOFING INC.

REGARDING THE REPAIR OF THE ROOF AT MEAD PUBLIC LIBRARY

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Kaschak Roofing, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City has determined that certain repairs are necessary at the Mead Public Library in order to maintain roof integrity; and

WHEREAS, Contractor is willing and able to provide the City with the necessary roof repair services under the terms set forth in this Agreement.

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

Article 1. Scope of Services
Contractor shall provide all services, materials, labor, and tools necessary to repair the roof at the Mead Public Library (the "Services") pursuant to the Tremco Plans that are attached to this Contract as Exhibit A. Exhibit A is hereby incorporated herein by reference.

Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

Article 2. Standard of Care
Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

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

Article 3. Responsibilities of the City
The City designates Bernie Rammer as its designated project manager for purposes of this Agreement.

Article 4. Compensation
The City shall pay Contractor for all fees and expenses in an amount not to exceed Fifty Four Thousand Dollars ($54,000.00).

Upon completion of the Services, Contractor shall submit an invoice to the City.

Unless additional services are added to the Services, pursuant to the process set forth in this Article, in no event shall the invoiced amount exceed the not to exceed amount.

The invoice shall be sent to:

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

Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice.

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

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

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

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

Article 5. Appropriation of Funds
Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Schedule
All Services shall proceed according to the schedule agreed to by the City's Project Manager and the Contractor.

All Services, and all invoices for all Services, shall be complete by October 30, 2019. Completion of services shall mean the services have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by October 30, 2019.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 7. Quality of Materials
All materials used by Contractor shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, of which have been discontinued are unacceptable without prior written approval by the City.

Article 8. Safety Requirements
Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendant of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 9. Open Records
Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 10. Termination

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

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

Article 11. Default

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

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

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

Article 12. Identity of Contractor
Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 13. Independent Contractor Status
During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 14. Indemnification
Contractor shall indemnify, defend, and hold the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

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

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

commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

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Article 16. Conflict of Interest
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 17. Waiver
No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

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

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Article 24. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: **Contractor:**

City Clerk		Jason Kaschak
City of Sheboygan		Kaschak Roofing, Inc.
828 Center Ave.		2301 W. Purdue Street
Sheboygan, Wisconsin 53083		Milwaukee, Wisconsin 53209

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

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

a. The prices in its bid, as incorporated into Article 4, were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.

b. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder to any other bidder or competitor prior to the bid opening.

c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote for the purpose of restricting competition.

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c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

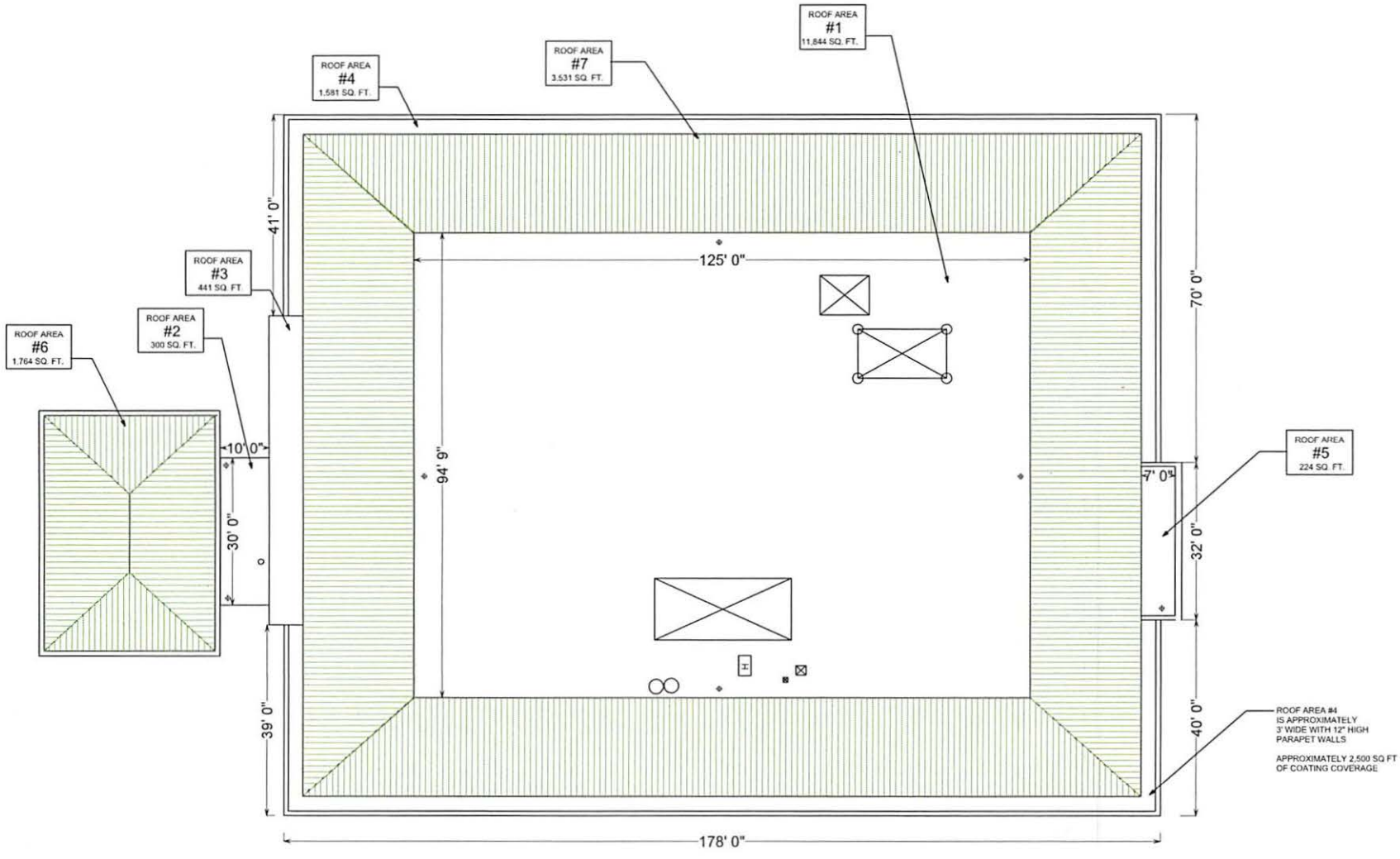
d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

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

f. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

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

CITY OF SHEBOYGAN, WISCONSIN	**CONTRACTOR**
BY: _____	**BY:** _____
Michael J. Vandersteen, Mayor	
ATTEST: _____	**ATTEST:** _____
Meredith DeBruin, City Clerk	
DATE: _____	**DATE:** _____



N

ROOF PLAN

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

REVISIONS	No.	DATE	BY

NOTES:

SQUARE FOOTAGES:

ROOF #1: 11,844
ROOF #2: 300
ROOF #3: 441
ROOF #4: 1,581
ROOF #5: 225
ROOF #6: UNDETERMINED
ROOF #7: UNDETERMINED

WORK TO BE COMPLETED:

ROOF #1 & #2:
CUT AND RELAX THE EXISTING PERIMETER EPDM FLASHINGS WITH NEW.

ROOF #3: NO WORK

ROOF #4:
REPAIR 200 SQ FT OF WET INSUL AND RESTORE ROOF SYSTEM WITH POLYURETHANE FLUID APPLIED COATINGS

ROOF #5:
REPLACE ROOF SYSTEM AS SPECIFIED. COPING CAP TO REMAIN IN PLACE

ROOF #6: NO WORK

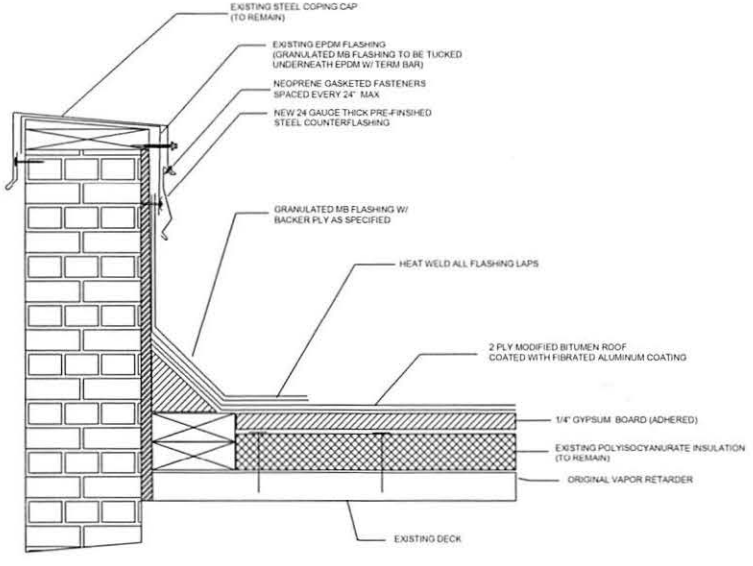
ROOF #7: NO WORK

LEGEND:

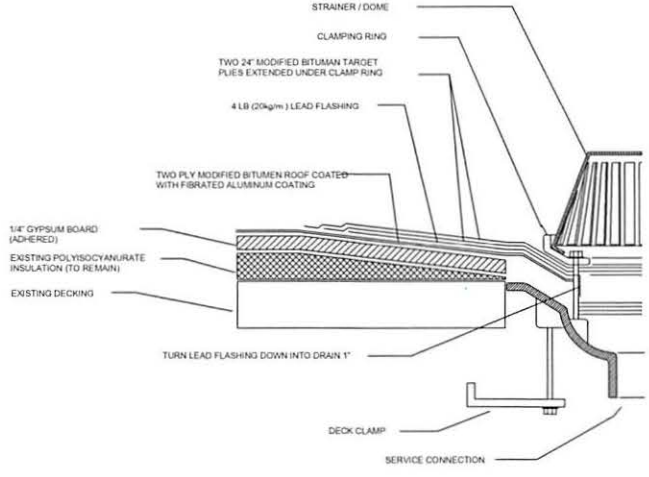
- DRAIN ASSEMBLY
- SCUPPER ASSEMBLY
- CURBED RTU
- SURFACE REST EQUIP
- PIPE PENETRATION
- H — ACCESS HATCH

TREMCO
An PPG Company

CUSTOMER:	CITY OF SHEBOYGAN
BUILDING:	MEAD PUBLIC LIBRARY
LOCATION:	SHEBOYGAN, WI
DRAWN BY: EK	DATE DRAWN: 03/11/2016
APPROVED: EK	R1.1



#1 COPING DETAIL



#2 DRAIN DETAIL

REVISION	No.	DATE	BY

NOTES:

SQUARE FOOTAGES:

ROOF #1: 11,844
ROOF #2: 300
ROOF #3: 441
ROOF #4: 1,581
ROOF #5: 225
ROOF #6: UNDETERMINED
ROOF #7: UNDETERMINED

WORK TO BE COMPLETED:

ROOF #1 & #2:
CUT AND RELAX THE
EXISTING PERIMETER
EPDM FLASHINGS WITH NEW.

ROOF #3: NO WORK

ROOF #4:
REPAIR AND RESTORE ROOF
SYSTEM WITH POLYURETHANE
FLUID APPLIED COATINGS

ROOF #5:
REPLACE ROOF SYSTEM
AS SPECIFIED. COPING
CAP TO REMAIN IN PLACE

ROOF #6: NO WORK

ROOF #7: NO WORK

LEGEND:

- DRAIN ASSEMBLY
- SCUPPER ASSEMBLY
- CURBED RTU
- SURFACE REST EQUIP
- PIPE PENETRATION
- H ACCESS HATCH

TREMCO

CUSTOMER: CITY OF SHEBOYGAN

BUILDING: MEAD PUBLIC LIBRARY - MB DETAILS

LOCATION: SHEBOYGAN, WI

DRAWN BY: EK
APPROVED BY:
DATE DRAWN: 2/20/19

R2.0