

*****ATTACHMENTS*****

CITY OF SHEBOYGAN
NINETEENTH REGULAR COMMON COUNCIL MEETING

Monday, January 7, 2019

ALDERPERSONS PRESENT:

Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

ALDERPERSON ABSENT AND EXCUSED:

Ryan Sorenson - 1.

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, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

1.4 RESIGNATION - Bill Thiel from City Plan Commission

MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

1.5 MAYOR'S APPOINTMENTS - Seven individuals to the Sheboygan Squared BID Board. LAYS OVER

1.6 MAYOR'S APPOINTMENTS - Eric Bushman to the position of Director of Information Technology (IT). LAYS OVER

1.7 MAYOR'S APPOINTMENTS - David Hoffman to the City Plan Commission. LAYS OVER

1.8 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda. Joanne Scribner and Glen Martin spoke

1.9 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, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.2 R. O. No. 201-18-19 by City Clerk granting various license applications. 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, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.3 R. C. No. 217-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 200-18-19 by the City Clerk, submitting various license applications; recommends granting the licenses. 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, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.4 R. C. No. 218-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 33-18-19 by Alderpersons Donohue and Sorenson amending various portions of Chapter 26 of the Municipal Code relating to fees for permits issued by the Building Inspection Division of the City of Sheboygan, and contractor's license application fees and re-examination fees; recommends approving the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

3. REPORTS OF OFFICERS

3.1 R. O. No. 202-18-19 by City Clerk submitting a claim from Christina Latifi for alleged unlawful Personal Property Tax for 2018 for Calumet Diner, Inc. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.2 R. O. No. 203-18-19 by City Clerk submitting a Summons and Complaint in the matter of Accurate Repair, LLC vs City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

4. RESOLUTIONS

4.1 Res. No. 157-18-19 by Alderperson Rindfleisch and Bohren expressing the sense of the council that the appropriate City Officials should take the necessary steps to demolish the armory (including

obtaining a demolition permit), abate the remaining asbestos materials, dispose of the demolition waste, and complete restoration of the site. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.2 Res. No. 158-18-19 by Alderpersons Rindfleisch and Bohren authorizing the Director of Planning and Development to enter into a listing contract with CBRE to provide real estate services for the SouthPointe Enterprise Campus. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.3 Res. No. 159-18-19 by Alderpersons Wolf and Sorenson authorizing the Director of Public Works to execute a Stormwater Facilities Maintenance Agreement between the City of Sheboygan and St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis regarding the Prevea St. Nicholas Medical Office Building project. REFER TO PUBLIC WORKS COMMITTEE

4.4 Res. No. 160-18-19 by Alderpersons Wolf and Sorenson authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr. REFER TO PUBLIC WORKS COMMITTEE

4.5 Res. No. 161-18-19 by Alderperson Wolf authorizing the Mayor to execute the 2019 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals. REFER TO TRANSIT COMMISSION

5. REPORT OF COMMITTEES

5.1 R. C. No. 219-18-19 by Finance and Personnel Committee to whom was referred Res. No. 154-18-19 by Alderpersons Rindfleisch and Bohren to support placing an Advisory referendum question on the April, 2019 election ballot, to determine if the Wisconsin Legislature should consider and pass legislation requiring all businesses to pay their fair share of property taxes by closing perceived loopholes in the assessment process; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

6. GENERAL ORDINANCE

6.1 Gen. Ord. No. 35-18-19 by Alderperson Rindfleisch amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the City Attorney's Table of Organization. REFER TO FINANCE AND PERSONNEL COMMITTEE

6.2 Gen. Ord. No. 36-18-19 by Alderperson Rindfleisch amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the Finance Department Table of Organization. REFER TO FINANCE AND PERSONNEL COMMITTEE

7. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

7.1 R. O. No. 204-18-19 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

7.2 Res. No. 162-18-19 by Alderpersons Wolf and Sorenson authorizing advertising for bids for the Mead Public Library Plaza project. REFER TO PUBLIC WORKS COMMITTEE

8. ADJOURN MEETING

8.1 Motion to Adjourn

MOTION TO ADJOURN at 6:24 p.m.

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ron Rindfleisch,
Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

Generated by City Clerk Meredith DeBruin on Tuesday, January 8, 2019

January 21, 2019

Resignation

Aaron Sloma from the Harbor Centre Business Improvement District (BID) effective December 18, 2018.

acxfile

DeBruin, Meredith

From: Mayor Vandersteen
Sent: Wednesday, January 16, 2019 3:54 PM
To: DeBruin, Meredith
Subject: FW: Meetings

BID Resignation letter.

Mike

Mike Vandersteen, Mayor
City of Sheboygan

From: Amanda Salazar [<mailto:asalazar@sheboygansquared.com>]
Sent: Tuesday, January 15, 2019 11:10 AM
To: Mayor Vandersteen
Cc: Dave Gass (dgass@rohdedales.com); Paul Rudnick
Subject: FW: Meetings

Hello Mike,

Below is Aaron's resignation from the board position.

Best,
Amanda Salazar
e. asalazar@sheboygansquared.com
p. 920-980-9973
w. www.harborcentre.com

From: Aaron and Jennifer Sloma <aaronandjennifer@viandhospitality.com>
Sent: Tuesday, December 18, 2018 5:03 PM
To: Amanda Salazar <asalazar@sheboygansquared.com>
Subject: Meetings

Amanda.

Things have been quite hectic bouncing between our multiple properties. I feel I have been absent for than present for meetings these past six months. In addition, my position on the board never grew past attending the monthly meetings and quite honestly it would be hard to find the time to do so. I am confident there must be a better person to fill my seat at the table.

I am sure you have a list of people that you would like to ask however we would like to remain a voice in the BID. Jordan Saunders, our GM, would make a wonderful candidate for the position and I can all but guarantee he would be far more active than I was.

Please advise receipt of this email and let me know the next steps to take moving forward. Thank you.

Aaron



January 16, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Jordan Saunders to be considered for appointment to the Harbor Centre BID Board to fill the unexpired term of Aaron Sloma whose term expires 12/31/2020.

MICHAEL J. VANDERSTEEN, MAYOR

Raymond

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256



January 3, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

HARBOR CENTRE BID BOARD

NAME	APPOINTED	EXPIRES
Rick Scroggins – Business Owner	1/1/2019	12/31/2020
Amy Horst – Business Owner	1/1/2019	12/31/2020
Eileen Simenz – Property Owner	1/1/2019	12/31/2020
Jane Davis-Wood – Business Owner	1/1/2019	12/31/2020
Paul Rudnick – Business Owner	1/1/2019	12/31/2020
Chad Pelishek – City Government	1/1/2019	12/31/2020

MICHAEL J. VANDERSTEEN, MAYOR

*Updated-
Confirm*

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256



1.5

January 3, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

SHEBOYGAN SQUARED BID BOARD

Marcus Diedrich to fill the unexpired term of David Sanderson whose term expires 12/31/2019.

NAME	APPOINTED	EXPIRES
Rick Scroggins – Business Owner	1/1/2019	12/31/2020
Amy Horst – Business Owner	1/1/2019	12/31/2020
Eileen Simenz – Property Owner	1/1/2019	12/31/2020
Aaron Sloma – Property Owner	1/1/2019	12/31/2020
Jane Davis-Wood – Business Owner	1/1/2019	12/31/2020
Paul Rudnick – Business Owner	1/1/2019	12/31/2020
Chad Pelishek – City Government	1/1/2019	12/31/2020

MICHAEL J. VANDERSTEEN, MAYOR

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256



1.6

January 7, 2019

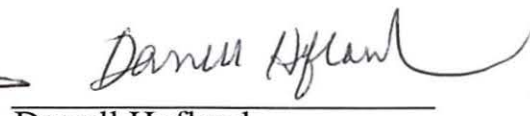
HONORABLE MEMBERS OF THE COMMON COUNCIL:

Pursuant to Gen. Ord. 66-12-13 creating Section 2-419 of the Sheboygan Municipal Code relating to the position of Director of Information Technology (IT), we hereby recommend that Eric Bushman be appointed as the Director of Information Technology (IT) for the City of Sheboygan effective immediately.

Signed:

Signed:


Michael J. Vandersteen
Mayor


Darrell Hofland
City Administrator

Lays over

HUMAN RESOURCES

CITY HALL
828 CENTER AVE., SUITE 204
SHEBOYGAN, WI
53081-4442

920/459-3373
FAX 920/459-0232
humanresources@ci.sheboygan.wi.us

www.cityofsheboygan.info

The appointment of Eric Bushman to the position of
Information Technology Director is submitted for your consideration:

Eric is a seasoned Information Technology professional with over 30 years of experience.

Eric holds a Bachelors Degree in Computer Science from University of Wisconsin, LaCrosse.

The majority of Eric's professional experience has been in the private sector, manufacturing environment.

- 1) He has participated in and/or championed strategic planning for both his department and the organizations he served.
- 2) He has been instrumental in working with business leaders to come up with solutions appropriate for the organization to accomplish their goals.
- 3) He has both technical and development skills, as well as proven leadership experience, making him a great fit for the needs of this department.

For the past 27 years, Eric held a variety of positions with Mayline Company / Safeco, including:

- Director of Information Systems
- Vice President of Information Technology and
- Senior Business Analyst

Prior to Mayline, Eric was a Manager of Information Systems with Raytheon Appliance Division ("Speed Queen") in Ripon, Wisconsin, as well as Systems Analyst and Programmer with Raytheon.

Eric and his wife, Diane, are residents of Plymouth, Wisconsin.



1.7

January 2, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Dave Hoffman to be considered for appointment to the City Plan Commission to fill the unexpired term of Bill Thiel whose term expires 4/20/2020.

MICHAEL J. VANDERSTEEN, MAYOR

Lay over

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

II

R. O. No. _____ - 18 - 19. By SHEBOYGAN TRANSIT COMMISSION. January 21, 2019.

Your commission to whom was referred Res. No. 161-18-19 by Alderperson Wolf authorizing the Mayor to execute the 2019 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals; recommends approving the Resolution.

Consent

SHEBOYGAN TRANSIT COMMISSION

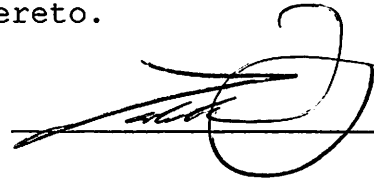
III

4.5

Res. No. 161- 18 - 19. By Alderperson Wolf. January 7, 2019.

A RESOLUTION authorizing the Mayor to execute the 2019 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

RESOLVED: That the Mayor is hereby authorized to execute said 2019 General Contract, a copy of which is attached hereto.



transit
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

2019 GENERAL CONTRACT

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2019 through December 31, 2019 by and between Sheboygan County Health & Human Services Department, hereinafter referred to as County, and Shoreline Metro, hereinafter referred to as Provider.

Nothing in this contract shall create a partnership or joint venture between the County and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County.

In consideration of the mutual covenants herein, it is hereby agreed as follows.

County's employee responsible for administration of this contract will be Dale Deterding/Troy Krepsky, whose principal business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. Provider's employee responsible for administration of this contract will be Mr. Derek Muench, whose principal business address is 608 S. Commerce Street, Sheboygan, WI 53081. In the event that the Contract Administrator is unable to administer this Agreement, the County will contact the Provider and designate a new Contract Administrator.

II. Services to Be Provided

This contract is subject to terms and conditions set forth in the State/County Contract covering Administration of Income Maintenance Programs, Children and Families Programs, Social Services, and Community Programs, Community Youth, and Family Aids Programs. County agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this contract (see Section XIII).

III. Payment for Services

County and Provider agrees:

- A. The total amount to be paid to Provider by County for services provided in accordance with this Contract may be less, but shall not exceed the following contracted dollar amount. Actual total payment will be based upon the amount of service authorized by the County and the amount of service performed by the Provider. Unless otherwise stipulated, it is understood and agreed by all parties that the County assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made on a unit-times-unit price basis and in accordance with the "order of payment" requirements for the funding program, less client fees and other collections made by the Provider for services covered by this contract. Final settlement of the contract will be based on audit (see Section XII Audit Requirements).

The Provider agrees with the total cost for each service/program provided, and the rate (per hour, day, month, or year) and the number of clients and/or units of provided services. The County shall determine the type of services provided and the number of units of services provided for each client. The County will not reimburse the Provider for any unit of service not previously authorized by the County.

The Provider shall retain all documentation necessary to adequately demonstrate the named personnel providing the service, the credentials of named personnel providing the service, the date of service, time, duration, location, scope, quality and effectiveness of services rendered under the contract. The County reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract.

<u>Service/Program</u>	<u>Rate</u>	<u># of Units</u>	<u>Units of Measure</u>	<u>Total Cost of Service</u>
Transportation	\$48.00	213	each	\$10,224.00
Transportation	\$48.00	12	each	\$576.00
Elderly/Disabled Transportation	\$326,476.00	1	year	\$326,476.00
TOTAL:				\$337,276.00

When applicable, the Provider shall bill clients for a portion of the cost of care, in conformance with the requirements of Chapter DHS 1, Wisconsin Administrative Code and using the uniform schedule of fees and policies supplied by the County.

The Provider shall also bill any responsible third parties for the cost of care.

All amounts collected from clients and third parties shall be supported by the Provider's records and shall be reported to the County within 90 days.

Invoices can be sent to the HHS e-mail address: hhs.provider@SheboyganCounty.com.

- B. The county will make payments for costs that are consistent with the State Departments Allowable Cost Policy Manual and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the Allowable Cost Policy Manual for each Department (online at <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm> or <https://dcf.wisconsin.gov/files/finance/fias/pdf/dcfallowablecostmanual.pdf> . The Statutes permit allowances for profit for For-Profit Providers and retention of excess revenue for non-profit Providers for specific cost categories. The amount allowable on an annual basis is determined by applying a percent equal to revenue received under the contract; all other profit/retention of earnings is unallowable. For Sheboygan County Health and Human Services, those limits have been set at 5 percent for both For-Profit Providers and Non-Profit Providers. Please see the Allowable Cost Policy Manual for more information on retention of excess revenues.

Provider shall return to County funds paid in excess of the allowable cost of services provided per 46.036(5) Wis. Stats. If the Provider fails to return funds paid in excess of the allowable costs of the services provided, County shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider.

- C. The County payment terms are net 60 days, and, while payment may be made in less than 60 days, there is no requirement and should be no expectation that this will occur.
- D. The Provider will submit monthly invoices that detail the type of service provided, the number of units (i.e. days, hours, miles, etc.) provided per client, date of service, the rate per unit, the authorization number, and any amounts collected from other resources. The invoice must be submitted by the 7th business day of each month for the prior month services and the December invoice must be submitted to the county for payment by January 10th of the next year.
- E. All billings for this contract period shall be received by the Purchaser no later than 90 days from date of service and all invoices for this contract year must be submitted no later than January 10th of the following year. Delinquent billings from this date will not be paid by the County.

IV. Billing and Collection Procedures

Invoices/Billing submitted to Sheboygan County Health & Human Services must be supported by client service information to include: name personnel providing the service, the credentials of named personnel providing the service, date of service, service provided, duration, unit of measure and units provided, rate, authorization number (issued by Sheboygan County), and client identification. Client services must be identified by date of service versus consolidated period billing. Invoices that do not contain an authorization number (per service/client) after January 1, 2018 will not be able to be processed for payment.

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

V. Eligibility Standards for Recipients of Services

The Provider shall provide services only to those individuals who are eligible for services. Provider and County agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by County. An individual has a right to an administrative hearing concerning eligibility and the County shall inform individuals of this right. The Provider shall provide clients with information concerning their eligibility rights and how to appeal actions affecting those rights.

VI. Indemnity and Insurance

- A. Provider agrees that it will at all times during the existence of this Contract indemnify County against any and all loss, damages, and costs or expenses which County may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.
- B. Provider agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows (as applicable):

Comprehensive General Liability: minimum of \$1,000,000
Auto Liability (if applicable): minimum of \$1,000,000
Professional Liability (if applicable): minimum of \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year;
Umbrella Liability (as necessary): minimum of \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage.

Upon the execution of this Contract, Provider will furnish County with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against County upon any matter herein indemnified against, County shall, within five (5) working days, cause notice in writing thereof to be given to Provider by registered mail, addressed to its post office address. The Provider agrees to provide the County notice of cancellation or non-renewal of the policy within five (5) working days, by registered mail addressed to the County's post office address.

Provider agrees to provide the Purchaser with written verification of the existence of Worker's Compensation Insurance.

VII. Civil Rights Compliance/Assurances

All primary recipients and sub-recipients of Federal financial assistance must comply with all State and Federal Civil Rights laws and regulations. All Providers were required to submit a new Civil Rights Compliance (CRC) Letter of Assurance (LOA) by January 15, 2018 or within 15 working days from the date the grant, contract, or agreement was signed, if signed after January 1, 2018. All new Providers must submit LOA to be compliant for the CRC period of January 1, 2018 - December 31, 2021.

The provider agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this contract. The website with instruction and templates necessary to complete both your CRC LOA and CRC plan to meet civil rights requirements is located at: <http://www.dhs.wisconsin.gov/civilrights/CRC/Requirements.htm> Additional resources and training information are available at: <https://dcf.wisconsin.gov/civilrights/plans>

All primary recipients and sub-recipients are obligated to meet the following requirements:

1. Provide civil rights and cultural awareness training to all agency employees.
2. Submit a Civil Rights Compliance Letter of Assurance (CRC LOA) to the appropriate state department. (Sub-recipients must submit the CRC LOA to the entity issuing the grant or contract.)
3. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this contract.
4. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and submit an Affirmative Action Plan to ensure equal access and equal opportunity in employment and service delivery to all applicants and participants. Additional information can be found at <http://vendornet.state.wi.us/vendornet/procman/prod3.pdf>

5. Provide oral language assistance and/or written translation to all limited English proficient (LEP) individuals requesting or applying for services to ensure equal access to programs, services and activities according to the LEP requirements and the recipient's or sub-recipient's LEP plan.

VIII. Contract Revisions and/or Terminations

- A. The County will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients.
- B. Revisions of this contract must be agreed to by County and Provider by an addendum signed by the authorized representative of both parties.
- C. Provider shall notify County in writing delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services or as required by Section XIII L. of this contract. Upon such notification or if it is otherwise determined by the County that the Provider is not fulfilling the terms of the contract, the County may at its option immediately terminate the contract for cause, or seek a revision or suspension of its terms. If the County terminates the contract for cause, the Provider shall be liable to the County for any additional costs the County incurs for replacement services.
- D. This contract, or any part thereof, may be terminated immediately by either party for just cause, including, but not limited to, health and safety issues, fraud, criminal activity, violations of license or certification standards.
- E. This contract, or any part thereof, can be terminated by a 60-day written notice by either party without cause. Upon termination, the County's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the County terminates the contract for reasons other than non-performance by the Provider, the County may compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties.

IX. Resolution of Disputes

The Provider may appeal decisions of the County in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats.

X. Records

- A. Provider shall maintain any records and financial statements as required by state and federal laws, rules and regulations.
- B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the County, the Department of Health Services, Children and Families, Workforce Development or Department of Corrections and their authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

- D. Under s.19.36 (3) Wis. Stats., all records of the Provider that are produced or collected under this contract are subject to disclosure pursuant to a public records request.

The Provider shall maintain such records (in either written or electronic form) as required by State and Federal Law and as required by program policies. The Provider shall retain records in a secure environment for no less than the retention period specified in law or policy, or as otherwise stated within the Scope of Service. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon the County's request, at the expiration of the contract, the Provider will transfer at no cost to the County records regarding individual recipients who received services from Provider under this agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method which records were maintained.

The Provider shall make all records and any written and/or electronic case information available to the County or the State of Wisconsin upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

XI. Reporting

Provider shall comply with the reporting requirements of the County and applicable State Departments. Client services shall be reported by service date and service provided. All reports shall be in writing and, when applicable, in the format specified by the County. All reports shall be supported by the Provider's records.

XII. Provider Audit Responsibilities

Provider agrees to adhere to the following audit requirements:

- A. Cooperate with the County in establishing costs for reimbursement purposes per s.46.036(4)(b), Wis. Stats.
- B. Adhere to the following audit requirements:

Wis. Stat. DHS 46.036(4)(c) and DCF 49.34(4)(c), requires Providers to provide an annual audit in accordance with the requirements of 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to County if the total amount of annual funding provided by the county through this and other contracts is \$100,000 or more, unless the audit requirement is waived by the State of Wisconsin or the County. The audit shall also be in accordance with the applicable State Department Audit Guide. Providers receiving less than \$100,000 are required to provide annual Financial Statements (Profit and Loss, Balance Sheet and Cash Flow Statements) to the County in place of Audit. This includes providing supplemental schedules, below in sub section E.

Sites of reference:

CFR Part 200 is available online at www.ecfr.gov

State Single Audit Guidelines is available at

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

Provider Agency Audit Guide is available at

<https://dcf.wisconsin.gov/files/finance/fias/pdf/paag.pdf>

Provider is to submit a copy of the certified financial and compliance audit to the County within 180 days of the end of the Provider's fiscal year. If available, digital copies are preferred. (If Provider has approved IRS extensions on their corporate tax returns, this extension will also apply to the submissions requirement deadline stated above.) The standards for the provider agency annual audits vary by type of agency as shown below.

1. Non-Profit Providers: Audits must be completed pursuant to the applicable State Department's Audit Guide and, if the vendor expends more than \$750,000 annually in federal financial assistance, to 2 CFR 200. See OMB 2 CFR 200 §200.330 for the distinction between contractors and sub recipients. The audit documentation must include a Reserve Supplemental Schedule in the audit report, and this schedule shall also be by contract or service category.
 2. For Profit Providers: Audits must be completed pursuant to the purchase contract language, the applicable State Department's Audit Guide, and the current applicable State Department's Allowable Costs Policy Manual. The audit documentation must include reports showing total allowable costs and the calculations of the allowable profit by contract or by service category.
- C. Source of funding information shall be provided at time of audit confirmation.
- D. The Provider shall submit to the County a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); (d) management responses/corrective action plan for each audit issue identified in the audit; and (e) a copy of the financial auditor's most recent peer review report.
- E. In addition to the supplemental schedules listed under D., the reporting package shall include a supplemental schedule showing revenue and expenses for this Contract.
- F. The Provider shall send the required reporting package to the County within 180 days of the end of the Provider's fiscal year.
- G. When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the County. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which audit work is documented.
- H. Failure to comply with the requirements of this section: If the Provider fails to have an appropriate audit performed or fails to provide a complete audit reporting package to the County within the specified time frames, the County may:
1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
 2. Charge the Provider for all loss of Federal or State aid and for penalties assessed to the County because the Provider did not submit a complete audit report within the required time frame;
 3. Disallow the cost of audits that do not meet these standards; and/or

4. Withhold payment, cancel the Contract, or take other actions deemed by the County to be necessary to protect the County's interests;
 5. Require modified monitoring and/or reporting provisions;
 6. Assess financial sanctions or penalties;
 7. Discontinue contracting with the Provider;
 8. Take other action that Purchaser determines is necessary to protect Federal or State pass through funding
- I. Providers wishing to request an audit waiver must do so at the time of contracting.

XIII. Provider Responsibilities and Performance of Service

The County retains sole authority to determine whether the Provider's performance under this contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the County's staff and authorized agents to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the service plan and the contract.
- B. Upon request by the County or its designee, the Provider shall make available to the County all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the County in its efforts to implement any quality improvement and quality assurance program.
- D. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the County. The County reserves the right to review and approve the Provider's client satisfaction assessment process and to require Provider to submit a corrective action plan to address concerns identified in the review.
- E. The Provider shall cooperate with the County in implementing any County program for assessing client satisfaction with services. The County reserves the right to require the Provider to submit a corrective action plan to address concerns identified in review.
- F. The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and by the County. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure.

At least once a year, or more frequently when requested by the County, the Provider shall give the County a written summary report of all grievances that have been filed with the Program by clients or their guardians since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the County in person or via registered mail within 30 days of the end of the contract period.

Additional summary reports requested by the County shall be due within 10 days of the County's request for the reports and shall be delivered to the County in person or via registered mail.

- G. The Purchaser and the Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, the Provider shall comply with the provisions of DHS 12, Wis. Admin. Code (online at http://docs.legis.wi.gov/code/admin_code/dhs/001/12). The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the County under this contract as well as any other persons under control of the Provider having direct contact with the clients of the County. The Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, Department of Children and Families, and the Department of Safety and Professional Services, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Provider must conduct a new caregiver background search every four (4) years, or more frequently, as required for some provider types, or at any time within that period when the Provider has reason to believe a new check should be obtained.

The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The County may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Law.

The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

Prior to the commencement of any services under this contract, the County may request a background or criminal history investigation of any of the Provider's employees, contracted personnel, and subcontracted employees, who will be providing services to the County under the contract. If any of the stated personnel providing services to the County under this contract is not acceptable to the County in its sole opinion as a result of the background or criminal history investigation, the County may either request immediate replacement of the person in question, or immediately terminate this Contract and any related service agreement. The Provider shall notify the County in writing via certified mail within one business day if an employee has an allegation filed regarding a barring offense or has been charged with or convicted of any crime specified in DHS 12.07(2).

With regards to DHS 13.05, the provider has a responsibility to protect clients upon learning of an incident of alleged misconduct; the provider shall take whatever steps are necessary to ensure that clients are protected from subsequent episodes of misconduct while a determination on the matter is pending. In addition, the provider has a responsibility to report allegations of caregiver misconduct immediately, by telephone or personally, to the county department of human services the facts and circumstances contributing to a suspicion that abuse or neglect has occurred or to a belief that it will occur. In addition, the entity shall notify the department in writing or by phone within 7 calendar days that the report has been made.

- H. The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract, except with the informed, written consent of the

eligible client or the client's legal guardian. Except for documents identifying specific clients, the contract and related documents are not confidential.

- I. The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- J. The Provider shall meet state and federal service standards and applicable state training, licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its license or certification document and the most recent training, licensing or certification report concerning the Provider to this contract when returning the signed contract to the County. During the contract period, the Provider shall also send the County copies of any licensing inspection reports within 5 days of receipt of such reports.
- K. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.
- L. The Provider shall submit any performance and other program reports required by the County.
- M. All property, equipment, software, or services used by multiple programs or for multiple purposes subject to cost allocation procedures. The Provider will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software or other services, including staff services, are used for any purpose other than child support program administration.

The provider shall submit a copy of their cost allocation plan to the County upon request. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

XIV. Debarment and Suspension

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the County within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment or declared ineligible by a federal agency or whenever the Provider determines it is unable to provide the quality or quantity of services required under this contract. The County may consider suspension or debarment to be a cause for revising or terminating the contract.

XV. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.

In addition, certain functions included in this agreement are covered by HIPAA rules. As such the County must comply with all provisions of the law and has determined that Provider is a "Business

Associate” within the context of the law. As a result, the Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement.

XVI. Privacy and Confidential Information

- A. All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable to this policy. All records pertaining to services provided under this contract are the sole property of the County. Provider shall comply with all State and Federal confidentiality laws concerning information in both the records it maintains and in any other confidential records the Provider accesses to provide services under this contract.
- B. Except as otherwise authorized by law, the Provider may not disclose confidential information for any purpose other than the purposes associated with the administration of services under this contract. “Confidential Information” means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State of Wisconsin, the County Agency, or by a third party), that satisfy at least one of the following criteria:
 - 1. Personally Identifiable Information;
 - 2. Individually Identifiable Health Information;
 - 3. Non-Public information related to the County’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
 - 4. Information designated as confidential in writing by the County.
- C. “Individually Identifiable Health Information” means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- D. “Personally Identifiable Information” means an individual’s last name and the individuals first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
 - 1. The individual’s Social Security Number;
 - 2. The individual’s driver’s license number or state identification number;
 - 3. The number of the individual’s financial account, including a credit or debit account number, or any security code, access code, or password that would permit access to the individual’s financial account;
 - 4. The individual’s DNA profile; or
 - 5. The individual unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.
- E. “Indemnification” means in the event of a breach of this Section by the Provider, the Provider shall indemnify and hold harmless the County and any of its officers, employees, or agents

from any claims arising from the acts or omissions of the Provider and its employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the County in the enforcement of this Section.

- F. "Equitable relief" means the provider acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to both the State of Wisconsin and the County, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State and/or County, on their own behalf or on the behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.
- G. Confidential Information does not include information which is required to be disclosed by operation of law.

XVII. Conditions of the Parties' Obligations

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of any applicable State Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. County shall be notified in writing of all complaints filed in writing against the Provider. County shall inform the Provider in writing with their understanding of the resolution of the complaint.
- E. The Provider certifies that, for the duration of this contract, no Sheboygan County Health and Human Services staff will be utilized to staff Provider's services. Violation will result in the contract being null and void. The Provider will provide a list of staff upon request.

XVIII. Legal Status

Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this contract on its behalf are authorized to do so. Provider shall notify the County immediately, in writing, of any change in its legal status.

XIX. Addendums

The following checked addendums are incorporated through reference as inclusive documents to the body of the contract:

- ☐ CBRF Adult Family Home
- ☐ CCS Provider Responsibilities
- ☐ CRS Provider Responsibilities
- ☐ Daily Living Skills
- ☐ Guardianship Addendum
- ☐ RCC Addendum
- ☒ Safety Assurances
- ☐ Representative Payee Addendum

- ☐ SHC Respite
- ☐ Sheboygan Senior Dining Program Requirements
- ☐ Supported Employment Addendum
- ☐ Treatment Foster Home Addendum
- Other: _____

XX. Signatures

This contract is agreed upon and approved by the authorized representatives of Sheboygan County and Shoreline Metro (Provider) as indicated below. This Contract becomes null and void if the time between the County's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

For County:

Matthew Strittmater, Director
County's Authorized Representative
Sheboygan County Health & Human Services

Date

For Provider:

Provider's Authorized Representative

Date

Title:

Federal ID #: _____

II

R. O. No. _____ - 18 - 19. By CITY CLERK. January 21, 2019.

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3059	People To People	3822 Main Avenue - One day event to be held 03/10/19 located at RCS - 1607 Geele Avenue in the Cafeteria area to include beer and wine.
2947	Sheboygan Leadership Academy	1305 St. Clair Avenue - One day event to be held 02/23/19 at RCS - 1607 Geele Avenue front entry and gym/café to include beer and wine.

Consent.

VI

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. January 21, 2019.

Your Committee to whom was referred R. O. No. 151-18-19 by City Clerk
submitting various license applications; recommends granting the following
license:

FERMENTED MALT BEVERAGE LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3362	Jay's	1710 Indiana Avenue

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

Other Matters

10.1

R. O. No. 151 - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020.

City Clerk

FERMENTED MALT BEVERAGE LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3362	Jay's	1710 Indiana Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2445	Advic, Haris	1917 S. 17 th Street
2454	Barthels, Jodi L.	130 Ashland Court, Sheboygan Falls
2460	Braaksma, Benjamin J.	1817 N. 3 rd Street
2466	Bubb, Matthew J.	4122 Oakdale Ct. Apt. F202
6937	Calvert, Catherine L.	1840 Geele Avenue
2464	Cichocki, Emily B.	2207 N. 9 th Street
2451	Drews, Shelly M.	2215 S. 7 th Street
2443	Dudenhoefer, Cheyenne L.	2341 Skyline Drive Apt. 3C
2457	Ferris, Matthew S.	2365 Woodland Hills Dr., Menasha
2458	Fogle, Tiffany L.	1537 N. 10 th Street
2455	Galicia Segur, Christian	1516 Michigan Avenue
1166	Gavin, Tiffany A.	2217 Terrace View Dr. #2C
0375	Gill, Harjinder S.	624 N. 7 th Street, Oostburg
0257	Hansen, Eric H.	517 N. 5 th Street
2441	Hattleli, Alexandra N.	1507 S. 8 th Street
2447	McCoy, Benjamin D.	2011 Indiana Avenue
2449	Rondeau, Jason M.	1314 N. 26 th Street Apt. 4
9721	Schuetz, Thomas F.	W6490 Aurora Road, Plymouth
2442	Seng, Jordan R.	112 Kentucky Avenue
2439	Timm, Josie E.	437 Woodhaven Court
2461	Wilken, Brittany L.	1028 Grand Avenue

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9790	Butts, Constance B.	729 Kentucky Avenue
1049	Chavez, Moises Jr.	2407 N. 10 th Street
9660	Johnson, Charleen M.	1424 S. 9 th Street
2444	Oakley, Jamey S.	1728A N. 3 rd Street
0952	Pineda, Berta	4415 Primrose Court Apt. R202

APS 10-23-18
#3362-hold (Jays)
#9190-hold (Butts)
11-29 #3362(hold)
#9190(hold)
12-12 #3362(hold)

~~VII~~

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. January 21, 2019.

Your Committee to whom was referred, pursuant to R. O. No. 168-18-19 by
City Clerk submitting various license applications; recommends to deny
Beverage Operators License Application #6552 (Stacey M. Ross) based upon her
record of violations related to the licensed activity and her failure to
cooperate with the committee.

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

IV

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. January 21, 2019.

Your Committee to whom was referred R. O. No. 200-18-19 by City Clerk submitting various license applications; recommends granting the following licenses:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2545	Rehm, Chandra-Larraine	3226 N. 27 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0256	Krueger, Mark A.	13 S. Hiawatha Circle

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1780	McFate, Frederick C.	1010 Kentucky Avenue

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

Other Matters

7.1

R. O. No. 200 - 18 - 19. By CITY CLERK. December 17, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and December 31, 2019.

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2537	Abad, Leslie L.	1128 Geele Avenue Apt. A
2541	Biederwolf-Nicholls, Tina L.	49 S. Hiawatha Circle
1033	Gosse, Kelsey A.	1113 Bell Avenue
1450	Halverson Jr., Richard W.	1511 N. 8 th Street
2547	Heins, Isabelle M.	645 Green Tree Road, Kohler
2540	Humphrey, Courtney A.	61 Green Bay Court, Sheboygan Falls
9460	Klahn, Megan M.	908 Jefferson Avenue Apt. 1
2543	Martin Del Campo, Carlos A.	1709 Jefferson Street
2548	Messner, Peggy A.	1521 S. 22 nd Street
2539	Oiler, Kelly D.	1622 Georgia Avenue
2546	Puchalla, Alexis	830 N. 10 th Street #203
2545	Rehm, Chandra-Larraine	3226 N. 27 th Street
2544	Street, Crystal M.	13811 Nennig Court, Kiel
1159	Vassar, Cassie C.	W3123 County Road K, Random Lake

CHANGE OF AGENT

Sean Webb is replacing Daniel Duncan as agent effective immediately for Pick 'n Save located at 1317 N. 25th Street.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1373	Allee, William D.	4454 S. 8 th Street
8863	Castillo, Ivan V.	1415 S. 17 th Street
0256	Krueger, Mark A.	13 S. Hiawatha Circle
9044	Ringel, Tammy L.	1105 Ontario Avenue
8860	Santana, Susan M.	2724 Main Avenue
1870	Staudinger, Edward G.	2113 N. 40 th Street
2538	Torres Cruz, Angel G.	4403 Primrose Court, Apt 101
2269	Wallgren, Paul A.	2335 Skyline Drive, Apt 2B

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1780	McFate, Frederick C.	1010 Kentucky Avenue

RHS
12-19
Hold # 2545 (Rehm)
0256 (Krueger)
1780 (McFate)

MASSAGE ESTABLISHMENT (Renew) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2258	Curative Therapies LLC	2829 N. 15 th Street
2441	Darling Therapies	604 Erie Avenue
2792	Integrated Health Therapies	833 Pennsylvania Avenue

 R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. January 21, 2019.

Your Committee to whom was referred, pursuant to R. O. No. 204-18-19 by City Clerk submitting various license applications; recommends granting the following licenses:

CLASS "B" LIQUOR LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3373	Union Tap Bar	1401 Union Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2564	Bachmann, Robert P.	N8168 Dairyland Drive
2552	Dewitt, Morgan C.	2010 S. 13 th Street
2550	Duley, Hailey L.	2109 N. 10 th Street
2559	Fretwell, Jennifer D.	1716 S. 7 th Street
2553	Gideon, Calvin D.	1328 N. 9 th Street
2556	Kloppenburger, Ryan A.	1021 N. 6 th Street Apt. 3
1447	Schmidt, Nicholas M.	4819 S. 13 th Street
2566	Srock, Ryan L.	25 South Street, Plymouth
6350	Steinberg, Scott L.	1013 Humboldt Avenue
1533	Vandenberg, Brenda L.	3919 Mendocino Lane #206

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2419	Bock, Nadine R.	1028 Broadway Avenue
1049	Chavez, Moises Jr.	2407 N. 10 th Street
2008	Garcia, Bethany B.	929 N. 8 th Street
0952	Pineda, Berta	4415 Primrose Court Apt. R202

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2549	Pettye, Terrance L.	1824 N. 7 th Street #1A

Consent

MESSAGE ESTABLISHMENT (Renew) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3252	Fantoli Massage & Wellness	4027 S. Business Drive
3232	Simply Altruistic Massage	604 Erie Avenue
2871	Hands In Motion	4027 S. Business Drive

_____	_____
_____	_____
_____	_____

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 FINANCE AND PERSONNEL COMMITTEE.
January 21, 2019.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 205-18-19 by City Attorney reporting that the City Attorney's Office has settled the matter of U.S. Bank, National Association, et al. vs. Jennifer A. Scheele, et al., Sheboygan County Circuit Court Case No. 2017CV000325, with a payment by U.S. Bank to the City in the amount of \$4,271.41; recommends filing the document.

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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 205 - 18 - 19. By CITY ATTORNEY. January 14, 2019.

Reporting that the City Attorney's Office has settled the matter of U.S. Bank, National Association, et al. vs. Jennifer A. Scheele, et al., Sheboygan County Circuit Court Case No. 2017CV000325, with a payment by U.S. Bank to the City in the amount of \$4,271.41. Additionally, noting that the funds will go to reimburse the City's revolving loan fund.

City Attorney

*Finance And Personnel
approve*

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
EXCEL ENGINEERING, INC.**

**FOR ENGINEERING SERVICES RELATED TO PUBLIC IMPROVEMENTS IN THE
VICINITY OF THE FORMER BADGER STATE TANNERY**

This Agreement ("Agreement") is made and entered into effective this 29TH day of JANUARY, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Excel Engineering, Inc. ("Excel Engineering").

WITNESSETH:

WHEREAS, the City is responsible for, among other things, streets and other public improvements in the City of Sheboygan; and

WHEREAS, the City previously approved a Development Agreement with Badger State Lofts, L.P. ("Badger Lofts") pursuant to which Badger Lofts will renovate the former Badger State Tannery; and

WHEREAS, as a result of the Development Agreement, the City wishes to make certain improvements to public improvements in the vicinity of the former Badger State Tannery; and

WHEREAS, before the improvements can be constructed, the City requires certain engineering services; and

WHEREAS, Excel Engineering desires to provide the City with the necessary engineering services, 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. Scope of Services

Excel Engineering shall provide the necessary engineering services related to the Street Reconstruction, Sanitary Sewer Relay Construction, and Storm Sewer Relay Construction, as set forth in more detail in Exhibit A, which is attached and incorporated to this Agreement as though fully set forth here (the "Services").

Article 2. Standard of Care

Excel Engineering 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 Excel Engineering's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Excel Engineering's performance. Upon notice to Excel Engineering and by mutual agreement between the parties, Excel Engineering will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. The City's Project Manager

The City designates Ryan Sazama as its designated project manager for purposes of this Agreement, who is authorized to act on the City's behalf with respect to this Agreement.

Article 4. Compensation

The City shall pay Excel Engineering for all fees and expenses related to the Services an amount not to exceed Sixty One Thousand Four Hundred Dollars (\$61,400).

This not to exceed amount is divided among the Scope of Services as follows:

- Civil Engineering and Survey \$49,900
 - This is a Flat Fee for the entire scope of services related to this item.
- Geotechnical Soil Borings and Report \$ 6,000
 - This is a Flat Fee for the entire scope of services related to this item.
- Reimbursable Expenses \$ 5,500
 - The amount of Reimbursable Expenses is a not-to-exceed amount.
 - Excel Engineering shall be paid the following reimbursable expenses at the following rates:
 - Mileage \$0.54 / mile
 - Overnight per Diem \$35.00 / night
 - Plan Review Fees Actual Cost
 - UPS / Postage Actual Cost
 - Airfare / Hotel / Rental Car / Tolls / Parking Actual Cost

Two Alternates were included in Excel Engineering's Quote: (1) Colored Project Presentation Plan (with a cost of \$2,000) and (2) Easement Legal Description and Exhibit (with a cost of \$600 / each). In the event that the City decides to exercise one or both of the Alternates, that cost shall increase the Not to Exceed amount set forth above. The City shall only exercise one or both of the Alternates in the event that the City's Project Manager determines there is available funding and any authorization to use the funding has been secured.

Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Excel Engineering within forty-five (45) days of receipt of invoice. Excel Engineering shall submit an invoice to the City on a monthly basis and shall be based on the percentage complete of the Services described in Article 1. The invoice shall be sent to:

Ryan Sazama
City of Sheboygan
2026 New Jersey Ave.

Sheboygan, Wisconsin 53081

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 coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The Parties may agree to handle additional services either on an hourly basis or on a lump sum basis. In the event that the Parties agree to handle additional services on an hourly basis, the billing rates shall be as follows: Principal - \$190 / hour; Senior Project Manager - \$167 / hour; Project Manager - \$150 / hour; Project Assistant 2 - \$80 / hour; Senior Engineer / Architect - \$135 / hour; Engineer 2 / Architect 2 - \$122 / hour; Engineer 1 / Architect 1 - \$109 / hour; Senior Interior Designer - \$109 / hour; Tech 3 - \$90 / hour; Tech 2 - \$79 / hour; Tech 1 - \$68 / hour; Intern - \$51 / hour; Senior Crew Chief - \$99 / hour.

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Excel Engineering shall complete the Services by March 1, 2019, or within such extra time as may have been allowed by a mutually agreed extension.

The Parties agree that no charges or claims for damages shall be made by Excel Engineering 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 Excel Engineering 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. 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. Excel Engineering 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 Excel Engineering 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 8. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Excel Engineering. Excel Engineering shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Excel Engineering 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 Excel Engineering's compensation and the schedule of services.

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Article 9. Ownership of Documents and Intellectual Property

All documents, drawings, and specifications, including digital format files, prepared by Excel Engineering and furnished to the City as part of the Services shall become the property of the City. Excel Engineering shall retain its ownership rights in its databases, computer software, and other proprietary property. Intellectual property developed or utilized in the performance of the Services shall remain the property of Excel Engineering.

Article 10. Identity of Excel Engineering

Excel Engineering acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Excel Engineering. Excel Engineering thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Excel Engineering. Excel Engineering 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 Excel Engineering'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. For the avoidance of doubt, Intertek-PSI is completing the necessary soil borings for the Services, and the City consents to Excel Engineering subcontracting this portion of work.

Article 11. Independent Contractor Status

During the entire term of this Agreement, Excel Engineering 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. Excel Engineering 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

Excel Engineering 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 caused by reason of any act, omission, fault, or negligence of Excel Engineering or of anyone acting under its direction or control or on its behalf. 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.

Excel Engineering shall reimburse the City, its elected and appointed officials, officers, employees, agent 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 Excel Engineering employs other persons, firms, corporations or entities (collectively Subcontractor) as part of performing its obligations under this Agreement, it shall be Excel Engineering'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

Excel Engineering shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Excel Engineering 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, Excel Engineering 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 – Excel Engineering 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 – Excel Engineering shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least \$1,000,000.
- c. Workers' Compensation Insurance – Excel Engineering 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, Excel Engineering shall require any contractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- d. Umbrella Liability Insurance – Excel Engineering shall acquire and maintain, for the duration of the Agreement, Umbrella Liability Insurance of at least \$10,000,000 per occurrence.

- e. Professional Errors and Omissions Insurance – Excel Engineering shall acquire and maintain, for the duration of the Agreement, Professional Errors and Omissions Insurance of at least \$5,000,000 per claim, with a deductible of no more than \$100,000.

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 Excel Engineering may be held responsible for payment of damages resulting from Excel Engineering’s provision of the Services or its operations under this Agreement. If Excel Engineering 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

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

Excel Engineering does note that this project concerns public improvements adjacent to Badger Lofts, and that Excel Engineering is currently under contract with Badger Lofts for certain engineering services. The Parties believe that Excel Engineering’s work on both aspects of this project will be to the mutual benefit of the City and Badger Lofts. Nevertheless, Excel Engineering’s duty of loyalty with respect to the public improvements contained within the scope of this Agreement shall be to the City.

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. 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 Excel Engineering 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 Excel Engineering.

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, Excel Engineering 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. Excel Engineering further agrees to take affirmative action to ensure equal employment opportunities.

Article 21. Compliance with Laws

In performing the Services under this Agreement, Excel Engineering 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 Excel Engineering 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.

Excel Engineering 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:

Excel Engineering:

City Clerk	Jason Daye
City of Sheboygan	Excel Engineering, Inc.
828 Center Ave.	100 Camelot Drive
Sheboygan, Wisconsin 53083	Fond du Lac, Wisconsin 54935

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

Article 23. Intent to be Bound

The City and Excel Engineering 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.

Article 25. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Excel Engineering. 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

Excel Engineering 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. 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.
- b. 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.
- c. 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.
- 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

EXCEL ENGINEERING, INC.

BY:  *Todd Wolf Council President*
Michael J. Vandersteen, Mayor

BY: 
Jason Daye, Senior Project Manager

ATTEST: 
Meredith DeBruin, City Clerk

DATE: 1-29-19

DATE: 1-29-19

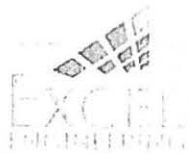


Exhibit A – City of Sheboygan Street Reconstruction/Utility Relay Projects

Project Scope:

Street Reconstruction Scope:

- Illinois Avenue from Advance Disposal (west) to S. 10th Street (east)
- Maryland Avenue from S. 11th Street (west) to S. Commerce Street (east)
- S. 11th Street from Indiana Avenue (south) to Maryland Avenue (north)
- S. 10th Street from Indiana Avenue (south) to Illinois Avenue (north)
- Scope includes reconstruction of roadway base and concrete surface, concrete curb and gutter, concrete sidewalks, street lighting, and terrace landscaping.

Sanitary Sewer Relay Construction Scope:

- Abandon both sanitary sewer mains and combine into one new sewer main in Illinois Avenue from Advance Disposal (west) to S. 10th Street (east). Provide new sanitary laterals in the ROW and reconnect to existing at the ROW lines. Possibly connect existing sanitary sewer main in S. 10th Street into new sewer main in Illinois Avenue.
- Relay of a new sanitary sewer main in Maryland Avenue from S. 11th Street (west) to S. Commerce Street (east). Provide new sanitary laterals in the ROW and reconnect to existing at the ROW lines.

Storm Sewer Relay Construction Scope:

- Relay new storm sewer main in Illinois Avenue from Advance Disposal (west) to the Sheboygan River (east). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines. Reconnect the existing storm sewer or provide new in S. 10th Street south of Illinois Avenue.
- Relay new storm main in S. 11th Street from Indiana Avenue (south) and connect into new storm sewer main in Illinois Avenue (north). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines.
- Relay new storm line in Maryland Avenue from S. 11th street (west) to S. Commerce Street (east). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines.



Project Assumptions:

- Water main design and permitting is covered under separate contract with the Sheboygan Water Utility; however the water main design plans will be incorporated into the same plan set.
- Stormwater Quality requirements to be met in the new storm structures.
- No environmental permitting will be required (any contaminated soils discovered during construction will be landfilled).
- No traffic study is required.
- No construction administration, bidding, or construction inspection assistance will be required.
- No state historical or archeological site investigation will be required.
- No replacement of utility laterals on private property will be required.
- Construction staking will be provided through the contractor.
- City to provide roadway specifications, standard details, and utility special provisions.
- City to provide sanitary and storm sewer main sizing and location.
- City to provide existing electrical conduit /circuiting diagrams for existing street lighting.
- Post construction as-built drawings to be completed by the City.

Civil Engineering Scope of Services

- City and State Code/Specifications Review
- Overall Project Plan
- Roadway and Utility Removal/Demolition Plans
- Roadway and Utility Plan and Profiles including Erosion Control
- Detailed Intersection Plans
- Electrical Conduit / Street Lighting Plans
- Terrace Landscape (trees) and Stabilization Plans
- Permanent Street Signage / Pavement Marking Plans
- Construction Traffic Control Plans
- Stormwater Management Plan
- Construction Specifications / Special Provisions / Construction Details
- Engineers opinion of probable cost
- Bidding Tabulation
- Dry utility company coordination
- Review of geotechnical soil boring information to determine impacts on design/construction.



- Preparation and Submission of final plan set and supporting documents to the city for staff review.
- Preparation and Submission of DNR forms and supporting materials and documents for Construction Notice of Intent review.
- Preparation and Submission of DNR forms and supporting materials and documents for Chapter 30 review.
- Preparation and Submission of DNR forms and supporting materials and documents for Sanitary Sewer Main review.
- This price includes submissions of revised site plans based on City/State review comments.
- Attendance at 4 City meetings (Project kick-off, 50% plan review, 90% plan review, meeting to review city staff final review comments).

Survey Scope of Services

- Provide an existing conditions/topographic survey for approximately 1,800 linear feet of street right of way. This area will be added to the approximately 1,700' linear feet of street survey previously completed as part of the Badger Lofts Development project.
- Survey shall include items relevant to civil engineering design such as contours at 1' intervals, asphalt, concrete, gravel, property lines, easements (per title), dry utilities marked by local agencies, water main, hydrants, valves, culverts with flowline elevations, and pertinent sanitary & storm sewer with depths, pipe sizes and materials along with all other visible improvements within the project limits.
- All necessary research will be completed to establish the street right of way lines. The title commitments ordered as part of this project will also be reviewed for any easements or restrictions that may affect the design.
- Elevations shown on survey shall be referenced to the required datum necessary for local approval. All necessary survey control and benchmarks needed for construction will also be established as part of this survey.

Geotechnical Soil Borings and Report/Recommendations

- Complete seven 15'-20' exploratory borings along with preparation a report outlining recommendations and conclusions.
- Report will include the evaluation of the soil and groundwater conditions, recommendations for subgrade preparation and the potential placement of structural fill, validate pavement design, and provide recommendations as necessary for utility installation.



Always a better plan

Reimbursable Items

- Mileage, printing, shipping
- Wisconsin DNR NOI review fee
- Wisconsin Chapter 30 review fee
- Property title searches (assumes 7 properties)

Alternates (as required or requested)

- Colored Project Presentation Plan (information or meeting purposes) - \$2,000
- Easement / temporary construction easement legal description and exhibit - \$600 each

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. January 21, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 146-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into contract with Excel Engineering, Inc., for professional engineering, design, and services regarding City of Sheboygan Street Reconstruction and Utility Relay Projects, related to TID #17 and Badger State Lofts; recommends approving the Resolution and revised contract.

closed.

_____	_____
_____	_____
_____	_____
	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

DIRECT REFERRAL TO PUBLIC WORKS

Res. No. 146 - 18 - 19. By Alderperson Wolf. December 11, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Excel Engineering, Inc., for professional engineering, design, and services regarding City of Sheboygan Street Reconstruction and Utility Relay Projects, related to TID #17 and Badger State Lofts.

WHEREAS, the proposal for services submitted by Excel Engineering, Inc. was considered the most effective after being reviewed by the Department of Public Works.

RESOLVED: That the proposal of Excel Engineering, Inc. for professional engineering, design, and services regarding City of Sheboygan Street Reconstruction and Utility Relay Projects is deemed most effective, and the appropriate City officials are hereby authorized to enter into the attached contract with Excel Engineering, Inc. in an amount not to exceed \$61,400.00; payment from Account No. 4276110-631100.

*Public Works
12-11-18 Hold.
approve with
revised contract.*

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
EXCEL ENGINEERING, INC.**

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WHEREAS, the City previously approved a Development Agreement with Badger State Lofts, L.P. ("Badger Lofts") pursuant to which Badger Lofts will renovate the former Badger State Tannery; and

WHEREAS, as a result of the Development Agreement, the City wishes to make certain improvements to public improvements in the vicinity of the former Badger State Tannery; and

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2026 New Jersey Ave.

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 coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The Parties may agree to handle additional services either on an hourly basis or on a lump sum basis. In the event that the Parties agree to handle additional services on an hourly basis, the billing rates shall be as follows: Principal - \$190 / hour; Senior Project Manager - \$167 / hour; Project Manager - \$150 / hour; Project Assistant 2 - \$80 / hour; Senior Engineer / Architect - \$135 / hour; Engineer 2 / Architect 2 - \$122 / hour; Engineer 1 / Architect 1 - \$109 / hour; Senior Interior Designer - \$109 / hour; Tech 3 - \$90 / hour; Tech 2 - \$79 / hour; Tech 1 - \$68 / hour; Intern - \$51 / hour; Senior Crew Chief - \$99 / hour.

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Excel Engineering shall complete the Services by March 1, 2019, or within such extra time as may have been allowed by a mutually agreed extension.

The Parties agree that no charges or claims for damages shall be made by Excel Engineering 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 Excel Engineering 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. 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. Excel Engineering 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 Excel Engineering 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 8. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Excel Engineering. Excel Engineering shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Excel Engineering 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 Excel Engineering's compensation and the schedule of services.

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Article 9. Ownership of Documents and Intellectual Property

All documents, drawings, and specifications, including digital format files, prepared by Excel Engineering and furnished to the City as part of the Services shall become the property of the City. Excel Engineering shall retain its ownership rights in its databases, computer software, and other proprietary property. Intellectual property developed or utilized in the performance of the Services shall remain the property of Excel Engineering.

Article 10. Identity of Excel Engineering

Excel Engineering acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Excel Engineering. Excel Engineering thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Excel Engineering. Excel Engineering 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 Excel Engineering'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. For the avoidance of doubt, Intertek-PSI is completing the necessary soil borings for the Services, and the City consents to Excel Engineering subcontracting this portion of work.

Article 11. Independent Contractor Status

During the entire term of this Agreement, Excel Engineering 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. Excel Engineering 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

Excel Engineering 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 caused by reason of any act, omission, fault, or negligence of Excel Engineering or of anyone acting under its direction or control or on its behalf. 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.

Excel Engineering shall reimburse the City, its elected and appointed officials, officers, employees, agent 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 Excel Engineering employs other persons, firms, corporations or entities (collectively Subcontractor) as part of performing its obligations under this Agreement, it shall be Excel Engineering'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

Excel Engineering shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Excel Engineering 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, Excel Engineering 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 – Excel Engineering 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 – Excel Engineering shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least \$1,000,000.
- c. Workers' Compensation Insurance – Excel Engineering 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, Excel Engineering shall require any contractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- d. Umbrella Liability Insurance – Excel Engineering shall acquire and maintain, for the duration of the Agreement, Umbrella Liability Insurance of at least \$10,000,000 per occurrence.

- e. Professional Errors and Omissions Insurance – Excel Engineering shall acquire and maintain, for the duration of the Agreement, Professional Errors and Omissions Insurance of at least \$5,000,000 per claim, with a deductible of no more than \$100,000.

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 Excel Engineering may be held responsible for payment of damages resulting from Excel Engineering’s provision of the Services or its operations under this Agreement. If Excel Engineering 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

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

Excel Engineering does note that this project concerns public improvements adjacent to Badger Lofts, and that Excel Engineering is currently under contract with Badger Lofts for certain engineering services. The Parties believe that Excel Engineering’s work on both aspects of this project will be to the mutual benefit of the City and Badger Lofts. Nevertheless, Excel Engineering’s duty of loyalty with respect to the public improvements contained within the scope of this Agreement shall be to the City.

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. 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 Excel Engineering 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 Excel Engineering.

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, Excel Engineering 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. Excel Engineering further agrees to take affirmative action to ensure equal employment opportunities.

Article 21. Compliance with Laws

In performing the Services under this Agreement, Excel Engineering 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 Excel Engineering 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.

Excel Engineering 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:

Excel Engineering:

City Clerk	Jason Daye
City of Sheboygan	Excel Engineering, Inc.
828 Center Ave.	100 Camelot Drive
Sheboygan, Wisconsin 53083	Fond du Lac, Wisconsin 54935

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

Article 23. Intent to be Bound

The City and Excel Engineering 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.

Article 25. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Excel Engineering. 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

Excel Engineering 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. 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.
- b. 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.
- c. 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.
- 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

EXCEL ENGINEERING, INC.

BY: _____
Michael J. Vandersteen, Mayor

BY: _____
Jason Daye, Senior Project Manager

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

DATE: _____

Exhibit A – City of Sheboygan Street Reconstruction/Utility Relay Projects

Project Scope:

Street Reconstruction Scope:

- Illinois Avenue from Advance Disposal (west) to S. 10th Street (east)
- Maryland Avenue from S. 11th Street (west) to S. Commerce Street (east)
- S. 11th Street from Indiana Avenue (south) to Maryland Avenue (north)
- S. 10th Street from Indiana Avenue (south) to Illinois Avenue (north)
- Scope includes reconstruction of roadway base and concrete surface, concrete curb and gutter, concrete sidewalks, street lighting, and terrace landscaping.

Sanitary Sewer Relay Construction Scope:

- Abandon both sanitary sewer mains and combine into one new sewer main in Illinois Avenue from Advance Disposal (west) to S. 10th Street (east). Provide new sanitary laterals in the ROW and reconnect to existing at the ROW lines. Possibly connect existing sanitary sewer main in S. 10th Street into new sewer main in Illinois Avenue.
- Relay of a new sanitary sewer main in Maryland Avenue from S. 11th Street (west) to S. Commerce Street (east). Provide new sanitary laterals in the ROW and reconnect to existing at the ROW lines.

Storm Sewer Relay Construction Scope:

- Relay new storm sewer main in Illinois Avenue from Advance Disposal (west) to the Sheboygan River (east). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines. Reconnect the existing storm sewer or provide new in S. 10th Street south of Illinois Avenue.
- Relay new storm main in S. 11th Street from Indiana Avenue (south) and connect into new storm sewer main in Illinois Avenue (north). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines.
- Relay new storm line in Maryland Avenue from S. 11th street (west) to S. Commerce Street (east). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines.

Project Assumptions:

- Water main design and permitting is covered under separate contract with the Sheboygan Water Utility; however the water main design plans will be incorporated into the same plan set.
- Stormwater Quality requirements to be met in the new storm structures.
- No environmental permitting will be required (any contaminated soils discovered during construction will be landfilled).
- No traffic study is required.
- No construction administration, bidding, or construction inspection assistance will be required.
- No state historical or archeological site investigation will be required.
- No replacement of utility laterals on private property will be required.
- Construction staking will be provided through the contractor.
- City to provide roadway specifications, standard details, and utility special provisions.
- City to provide sanitary and storm sewer main sizing and location.
- City to provide existing electrical conduit /circuiting diagrams for existing street lighting.
- Post construction as-built drawings to be completed by the City.

Civil Engineering Scope of Services

- City and State Code/Specifications Review
- Overall Project Plan
- Roadway and Utility Removal/Demolition Plans
- Roadway and Utility Plan and Profiles including Erosion Control
- Detailed Intersection Plans
- Electrical Conduit / Street Lighting Plans
- Terrace Landscape (trees) and Stabilization Plans
- Permanent Street Signage / Pavement Marking Plans
- Construction Traffic Control Plans
- Stormwater Management Plan
- Construction Specifications / Special Provisions / Construction Details
- Engineers opinion of probably cost
- Bidding Tabulation
- Dry utility company coordination
- Review of geotechnical soil boring information to determine impacts on design/construction.

- Preparation and Submission of final plan set and supporting documents to the city for staff review.
- Preparation and Submission of DNR forms and supporting materials and documents for Construction Notice of Intent review.
- Preparation and Submission of DNR forms and supporting materials and documents for Chapter 30 review.
- Preparation and Submission of DNR forms and supporting materials and documents for Sanitary Sewer Main review.
- This price includes submissions of revised site plans based on City/State review comments.
- Attendance at 4 City meetings (Project kick-off, 50% plan review, 90% plan review, meeting to review city staff final review comments).

Survey Scope of Services

- Provide an existing conditions/topographic survey for approximately 1,800 linear feet of street right of way. This area will be added to the approximately 1,700' linear feet of street survey previously completed as part of the Badger Lofts Development project.
- Survey shall include items relevant to civil engineering design such as contours at 1' intervals, asphalt, concrete, gravel, property lines, easements (per title), dry utilities marked by local agencies, water main, hydrants, valves, culverts with flowline elevations, and pertinent sanitary & storm sewer with depths, pipe sizes and materials along with all other visible improvements within the project limits.
- All necessary research will be completed to establish the street right of way lines. The title commitments ordered as part of this project will also be reviewed for any easements or restrictions that may affect the design.
- Elevations shown on survey shall be referenced to the required datum necessary for local approval. All necessary survey control and benchmarks needed for construction will also be established as part of this survey.

Geotechnical Soil Borings and Report/Recommendations

- Complete seven 15'-20' exploratory borings along with preparation a report outlining recommendations and conclusions.
- Report will include the evaluation of the soil and groundwater conditions, recommendations for subgrade preparation and the potential placement of structural fill, validate pavement design, and provide recommendations as necessary for utility installation.

Reimbursable Items

- Mileage, printing, shipping
- Wisconsin DNR NOI review fee
- Wisconsin Chapter 30 review fee
- Property title searches (assumes 7 properties)

Alternates (as required or requested)

- Colored Project Presentation Plan (information or meeting purposes) - \$2,000
- Easement / temporary construction easement legal description and exhibit - \$600 each

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. January 21, 2019.

Your Committee to whom was referred Res. No. 155-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company regarding Mill Road at the Pigeon River bridge; 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


49

Res. No. 155 18 - 19. By Alderperson Wolf. December 17, 2018.

A RESOLUTION authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company regarding Mill Road at the Pigeon River bridge.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Underground Electric Easement, a copy of which is attached hereto, to Wisconsin Power and Light Company, and its affiliates and licensees, in, under, over, upon and across the Easement Area as described therein.

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

Document No.

**EASEMENT UNDERGROUND
ELECTRIC**

The undersigned **Grantor(s)** the **City of Sheboygan, a municipal corporation, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor in the **City and Town of Sheboygan, County of Sheboygan, State of Wisconsin**, said "Easement Area" to be **Fifteen (15)** feet in width and described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
P.O. Box 77007
Madison, WI 53707-1007

Parcel Identification Number(s)

59024346330, 59281629390, &
59281629379

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

_____(SEAL)
Signature

_____(SEAL)
Signature

Printed Name and Title

Printed Name and Title

_____(SEAL)
Signature

_____(SEAL)
Signature

Printed Name and Title

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named _____

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of _____

My Commission Expires (is) _____

This instrument drafted by

Perri Petropoulos – Mi-Tech

Checked by
Ben Kohout
WR#4077768
November 29, 2018

Project Title:	Mill Road UG Rebuild - Sheboygan
ERP Activity ID:	WR#4077768
Tract No.:	1
REROW No.:	

Exhibit A

GRANTOR'S PARCEL:

Part of Lot 6 of Certified Survey Map recorded as Volume 9 Page 121, Document No. 1204427, and being part of the Southwest Quarter of the Northwest Quarter of Section 10, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin

EASEMENT AREA:

A 15' Wide Utility Easement located in part of Lot 6 of Certified Survey Map recorded as Volume 9 Page 121, Document No. 1204427, and being part of the Southwest Quarter of the Northwest Quarter of Section 10, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of said Section 10;

Thence North 89° 38' 25" East along the North Line of the Northwest Quarter of said Section 10, a distance of 901.74 feet;

Thence South 00° 00' 00" East, a distance of 1857.09 feet to the South Right-of-Way (ROW) Line of Mill Road and the Point of Beginning;

Thence South 34° 53' 16" East along said South ROW Line, a distance of 52.04 feet;

Thence South 24° 53' 19" East, a distance of 111.54 feet;

Thence South 33° 11' 34" East, a distance of 78.26 feet;

Thence South 32° 02' 52" East, a distance of 126.40 feet;

Thence South 31° 34' 16" East, a distance of 14.03 feet;

Thence South 43° 32' 16" East, a distance of 199.54 feet to said South ROW Line;

Thence South 35° 21' 52" East along said South ROW Line, a distance of 69.30 feet to the Southeast Line of the parcel described in a deed recorded as Document No. 1165541 in the Sheboygan County Register of Deeds Office;

Thence South 78° 11' 54" West along said Southeast Line, a distance of 6.05 feet;

Thence North 43° 32' 16" West, a distance of 266.53 feet;

Thence North 31° 34' 16" West, a distance of 15.04 feet;

Thence North 32° 08' 02" West, a distance of 137.22 feet;

Thence North 33° 11' 34" West, a distance of 68.66 feet;

Thence North 24° 53' 19" West, a distance of 155.20 feet;

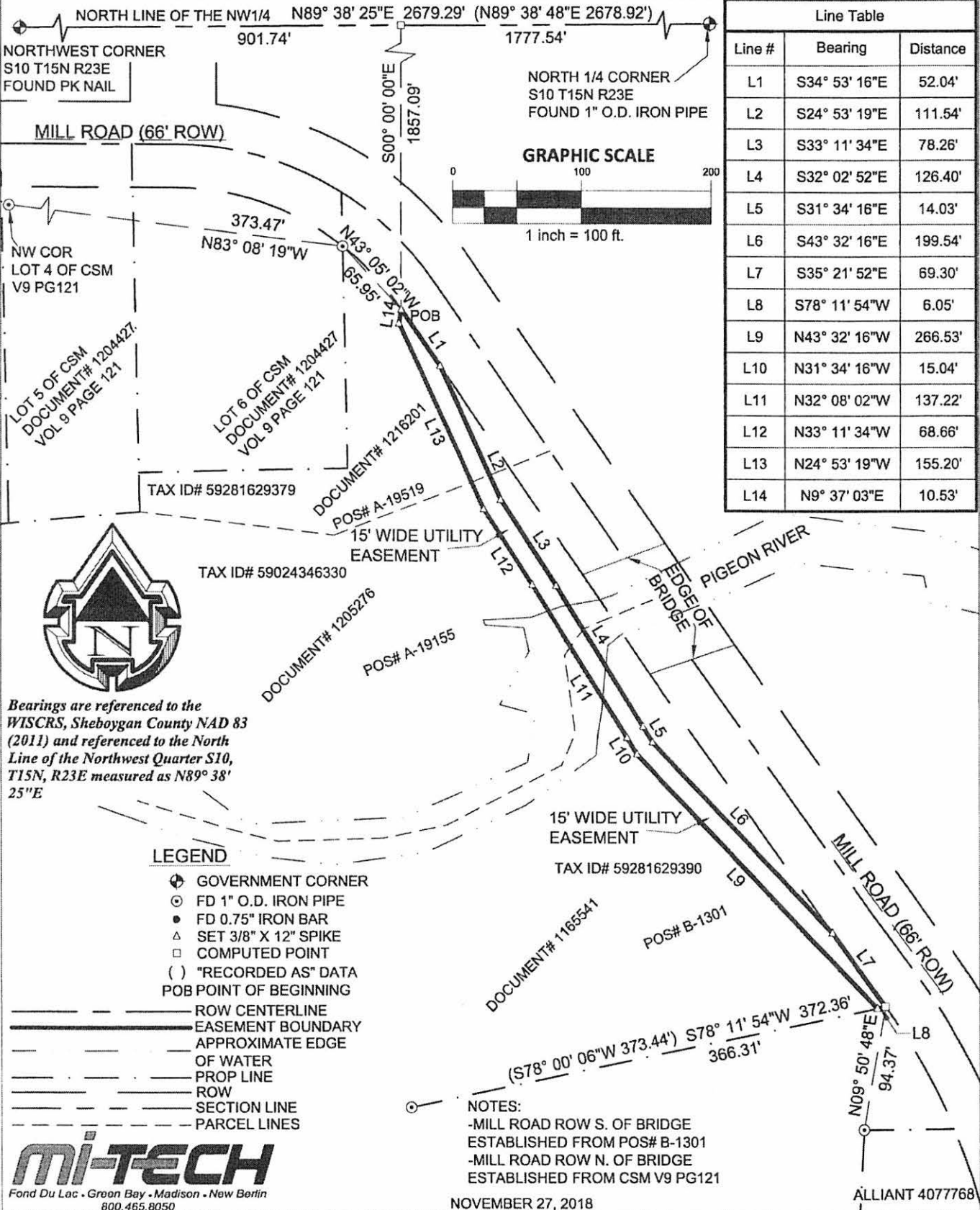
Thence North 9° 37' 03" East, a distance of 10.53 feet to the Point of Beginning.

Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 10, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin

Grantor's Deeds recorded on March 2, 1988, as Document No. 1165541, March 21, 1991, as Document No. 1216201, and on July 17, 1990 as Document No. 1205276 all recorded in the office of the Register of Deeds in and for Sheboygan County, Wisconsin.

LOCATED IN PART OF LOT 6 OF CERTIFIED SURVEY MAP RECORDED AS VOLUME 9 PAGE 121, DOCUMENT NO. 1204427, AND BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

NORTH LINE OF THE NW1/4 N89° 38' 25"E 2679.29' (N89° 38' 48"E 2678.92')



VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
January 21, 2019.

Your Committee to whom was referred Res. No. 158-18-19 by Alderpersons Rindfleisch and Bohren authorizing the Director of Planning and Development to enter into a listing contract with CBRE to provide real estate services for the SouthPointe Enterprise Campus; recommends approving the Resolution with revised listing contract.

Amend

_____	_____
_____	_____
_____	_____
	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

4.2

Res. No. 158 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
January 7, 2019.

A RESOLUTION authorizing the Director of Planning and Development to enter into a listing contract with CBRE to provide real estate services for the SouthPointe Enterprise Campus.

WHEREAS, City staff released a request for proposals to eleven commercial brokerage firms in Wisconsin and received two proposals from CBRE and the Dickman Company; and

WHEREAS, after conducting interviews with the two firms, city staff recommends proceeding with CBRE to provide real estate services for SouthPointe Enterprise Campus based on a brokerage fee equal to eight percent (8%) of the sale price.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the Director of Planning and Development to enter into the attached listing contract with CBRE for real estate services for a period of three years for the SouthPointe Enterprise Campus.

Finance & Personnel
approve revised
contract.

Ronald Rindfleisch
James A. Bohren

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

REVISED LISTING CONTRACT

CBRE, Inc.

Approved by the Wisconsin Real Estate Examining Board
11-1-17 (Optional Use Date) 1-1-18 (Mandatory Use Date)

Page 1 of 6, WB-3

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

2 ■ **PROPERTY DESCRIPTION:** Street address is: Southpointe Enterprise Campus
3 in Section _____ in the City of Sheboygan, County of Sheboygan,
4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.
5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
6 the following items: _____
7

8 ■ **NOT INCLUDED IN LIST PRICE:** _____
9

10 **CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the
11 lessor. (See lines 239-244).

12 ■ **LIST PRICE:** _____ Dollars (\$ See Addendum).

13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
15 agreements or conservation easements, (county, state or federal): _____
16

17 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE ONE**
18 has been assessed as agricultural property under use value law.

19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
20 _____

21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
23 _____

24 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.

25 ■ **ZONING:** Seller represents that the property is zoned: _____

26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity _____

28 _____; gas _____; municipal sewer _____;

29 municipal water _____; telephone _____;

30 cable _____; other _____

31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
33 of this Listing. The marketing may include: See Addendum #1

34 _____ . The Firm and its agents may advertise the following
35 special financing and incentives offered by Seller: N/A

36 _____ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.

39 **CAUTION:** Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.

40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
43 **NOTE:** If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.
44 The following other buyers _____

45 _____ are excluded from this Listing until _____
46 **[INSERT DATE]**. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: See Addendum #1
49 _____ . (Exceptions if any): _____

50 **COMMISSION** The Firm's commission shall be See Addendum #1
51 _____

52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;

54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;

55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;

56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at or above
 58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer
 59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
 60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
 63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
 65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
 70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
 71 which there was an effective change in ownership or control.
- 72 • Under 5) the total offered purchase price.

73 **NOTE:** If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining
 74 Property.

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
 76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
 77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
 78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
 81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
 82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**

99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 101 your transaction, unless you release the firm from this duty.
- 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
 103 Facts.
- 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 105 that are within the scope of the agency agreement.
- 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 109 advice is contrary to your interests.
- 110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 111 relationship"), different duties may apply.

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 115 through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

129 **CHECK ONLY ONE OF THE THREE BELOW:**

130 ☐ The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)

132 ☐ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)

134 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

136 **NOTE:** All clients who are parties to this agency agreement consent to the selection checked above. You may
 137 modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your
 138 agency agreement the commission or fees that you may owe to your firm. If you have any questions about the
 139 commission or fees that you may owe based upon the type of agency relationship you select with your firm,
 140 you should ask your firm before signing the agency agreement.

141 **SUBAGENCY**

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY.** An agent can answer your questions about brokerage
 147 services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax
 148 advisor, or home inspector.

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** ~~The Firm and its agents will keep confidential any information given to~~
 152 ~~the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person~~
 153 ~~would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to~~
 154 ~~disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm~~
 155 ~~is no longer providing brokerage services to you.~~

156 The following information is required to be disclosed by law:

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** See Addendum #1 for Confidentiality Notice

164

165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

166

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its

168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

173

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION:** Seller should consider obtaining an indemnification agreement from buyer for liabilities under the
 185 lease(s) unless released by tenants.

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s) supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.
 203 **CAUTION:** Early termination of this Listing may be a breach of contract, causing the terminating party to
 204 potentially be liable for damages.

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
 - 229 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 230 3) Presenting a significant health risk to occupants of the Property.

- 231 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 232 under a contract or agreement made concerning the transaction.
- 233 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 234 event occurred and by counting subsequent calendar days.
- 235 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 236 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 237 replaced would significantly shorten or adversely affect the expected normal life of the premises.
- 238 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
- 239 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as
 240 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable
 241 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,
 242 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings
 243 on permanent foundations and docks/piers on permanent foundations.
- 244 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**
- 245 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 246 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 247 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 248 affects or would affect the party's decision about the terms of such a contract or agreement.
- 249 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
 250 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
 251 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
 252 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
 253 whole or in part whether created before or after expiration of this Listing.
- 254 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.
- 255 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 256 this Listing:
- 257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
 258 of this Listing;
 - 259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 260 terms upon which the buyer might acquire an interest in the Property; or
 - 261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 - 265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 266 individuals in the Listing; or,
 - 267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.
- 269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 271 lines 191-195.
- 272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 274 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.
- 276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 462 and Wis. Admin. Code Ch.
 279 REEB-18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances
 281 made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment
 283 to the Firm shall not terminate this Listing.
- 284 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
 285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal
 286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.
- 287 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
 288 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 289 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

295 Seller's recipient for delivery (optional): **Chad Palishek**

286 Firm's recipient for delivery (optional): **Christian Chambers, Trent Poole or Ryan Brah**

297 ☒ (2) Fax: fax transmission of the document or written notice to the following telephone number:

298 Seller: () Firm: (414) 273-4362

299 ☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
301 296, for delivery to the party's delivery address at line 305 or 306.

302 ☒ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
304 305 or 306.

305 Delivery address for Seller:

306 Delivery address for Firm: 777 E. Wisconsin Ave., Suite 3150, Milwaukee, WI 53202

307 ☒ (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at
308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
310 consented electronically as required by federal law.

311 E-Mail address for Seller: **Chad.Felishak@SheboyganWI.gov**

312 E-Mail address for Firm: christian.chambers@cbre.com; trent.poole@cbre.com; ryan.brah@cbre.com

313 **ADDITIONAL PROVISIONS** City of Sheboygan shall have an option to renew this contract

314

315

316

317

318 **ADDENDA** The attached addenda Addendum #1

319 ARDENNA The attached agenda February 1972 is/are made part of this Listing.

TERM OF THE CONTRACT: From the 2nd day of January, 2018

TERM OF THE CONTRACT From the 3rd day of January, 2019, up

321 to the earlier of midnight of the 31st day of December, 2021, or the conveyance

322 of the entire Property.

323 BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND

324 THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS

325 INCORPORATED INTO THE LISTING.

328 (x) 1/ /19

327 Seller's Signature Print Name } Chad Pelishek Date

328 (x)

329 Seller's Signature _____ Print Name _____ Date _____

330 (x)

331 Seller's Signature _____ Print Name _____ Date _____

332 (x)

333 Seller's Signature _____ Print Name _____ Date _____

334

335 Seller Entity Name (If any) Print Name A

336 (x)

337 Authorized Signature _____ Date _____

338 Print Name & Title }

339

340 Firm Name A

241 (v) *K. J. Schum* 1/9/10

342 Agent's Signature [Signature] Print Name Kevin J. Armstrong, Mng. Dir. Date 1/7/19



**Addendum #1 to WB-3 Vacant Land Listing Contract
CBRE, INC.
BROKERAGE AND MANAGEMENT
LICENSED REAL ESTATE BROKER**

This Addendum is hereby incorporated by reference to "WB-3 Vacant Land Listing Contract - Exclusive Right to Sell" under Section REEB 16.06(4) of the Wisconsin Administrative Code for the property consisting of 162 acres with 132 developable acres located at South Business Drive and Interstate Highway 43, further described as Phase 1 of the new SouthPointe Enterprise Campus in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Interior Lots/Standard Parcels: \$50,000 per acre

I-43 Frontage Parcels: \$100,000 per acre

As used in this Contract, the term "Seller" shall refer to: City of Sheboygan

1. Lines 13 through 23 and Lines are deleted and replaced as follows: The Property is being sold in an "as is" condition, without representation or warranty of any kind, expressed or implied, oral or written, concerning the Property or any matter related thereto, including zoning, availability of access or utilities, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, or underground storage tanks ("Hazardous Materials") in, on, or about the Property. Prospective purchasers shall be advised of this fact and shall be allowed to make independent investigations of the Property made by their own experts, at their own expense. Seller shall insert language reflecting the above into any purchase and sale agreement entered into by Seller, which language shall also disclaim any such representations regarding the condition of the Property by Broker and any reliance by the purchaser on any such representations or any investigation or inspection by Broker. Notwithstanding the foregoing or anything to the contrary contained herein, Broker shall be permitted to comply with all legal obligations (if any) to disclose any and all adverse facts actually known by Broker.
2. The blank in Line 33 shall contain the following provision: "Broker is exclusively authorized to advertise the Property and, exclusively, to place a sign(s) on the Property if, in Broker's opinion, such would facilitate the sale of the Property."
3. The deleted sections of Lines 48 and 49 shall be replaced with the following: "Cooperating brokers who procure a purchaser of the Property shall be compensated pursuant to a separate written agreement with Broker. Broker may share commission with a co-broker, but in no event shall CBRE receive less than fifty percent (50%) of total commission paid. A co-broke is any agent or broker other than CBRE's Listing Agents, Trent Poole, Christian Chambers and Ryan Brah.
4. The blank in Line 50 shall contain the following: Eight percent (8%) of the gross sales price to be paid in full to Broker at closing. In the event of a co-broke, commission shall be ten percent (10%) of the gross sales price paid in full to Broker at closing, payable fifty percent (50%) to CBRE and fifty percent (50%) to Cooperating Broker. "Gross Sales Price" shall include any and all consideration received or receivable, including but not limited to, the assumption of existing liabilities.

Exception to Commission: Commission to CBRE will be six percent (6%) only if the sale is a result of a city generated lead and CBRE has a limited role in the execution.

5. The deleted sentence beginning on Line 64 and ending on Line 65 shall be replaced with the following sentence: "Commissions shall be payable hereunder when earned or at the earlier of closing of escrow, recordation of deed, lease execution, or taking of possession by the purchaser or tenant."

6. If Owner checks Line 130 of the Disclosure to Clients stating "I consent to designated agency", the following individuals shall become Owner's Designated Agents: Trent Poole, Christian Chambers and Ryan Brah.
7. The following shall be added at the end of Line 131: "If Seller consents to designated agency, Broker-affiliated licensees who represent buyers and have been appointed as such buyers' designated agents, to the exclusion of all Broker-affiliated licensees (including, without limitation, those licensees appointed as Seller's designated agents), shall be treated as "cooperating brokers" for purposes of this Agreement."
8. The deleted sentence beginning on Line 151 and ending on Line 155 of the Disclosure to Clients shall be replaced by the following:

"Broker will keep confidential any information given to Broker by Seller which provides Seller with an economic advantage and which is generally not known, and cannot readily be determined, by persons not employed by Seller ("Confidential Information"), unless the information must be disclosed by law or Seller authorizes Broker to disclose particular information. Broker shall continue to keep Confidential Information confidential for a period of two (2) years after Broker ceases to provide brokerage services to Seller hereunder.

"Confidential Information" shall not include information to the extent that: (a) such information becomes generally available to the public other than as a result of unauthorized disclosure by Broker; (b) such information was received by Broker on a non-confidential basis from a third party lawfully possessing and lawfully entitled to disclose such information; (c) such information can be shown to have been developed independently by the Broker without reliance on any Confidential Information; or (d) such information was in Broker's lawful possession prior to receipt from Seller."
9. The deleted portions of Lines 205 through 212 shall be replaced with: "Seller acknowledges that Broker has inquired about the condition of the Property and that Seller has not provided Broker with either an oral or written disclosure report. The Property is being sold in "as is" condition (see Form WB-3, Lines 13 through 23 (as amended by this Addendum)) and Broker is hereby relieved of any duty to Seller to conduct an inspection of the Property pursuant to REEB 24.07.
10. The deleted portions of Lines 276 through 283 shall be replaced with the following sentence: "Broker shall not, and shall have no responsibility to, hold any earnest money or other trust funds in connection with this transaction."
11. You acknowledge that we are an international brokerage firm and that we may represent prospective tenants. You wish the Property to be presented to such tenants, and you consent to CBRE providing brokerage services to both Owner and prospective tenants as a dual agent. In the event of dual agency, you acknowledge that neither CBRE nor any of CBRE's salespersons may assist you or such prospective tenant with information, opinions, and advice that may favor the interests of one client over the other. NOTE: YOU MAY WITHDRAW YOUR CONSENT TO CBRE'S DUAL AGENCY BY WRITTEN NOTICE TO US AT ANY TIME. Upon your and the prospective tenant's subsequent written consent, we may appoint the Listing Team as your designated agents to act exclusively for you and in your interest to the exclusion of all other CBRE-affiliated licensees of Broker ("~~Non-Listing Team Agents~~") and Non-Listing Team Agents as designated agents to act exclusively for and in the interest of the prospective tenants. In such event, the Listing Team and Non-Listing Team Agents shall not disclose the confidential information of one principal to the other except as expressly authorized by their respective principal. Non-Listing Team Agents shall be treated as Cooperating Brokers for purposes of this Agreement.
12. Seller and its counsel shall be solely responsible for determining the legal sufficiency of all offers, counteroffers, purchase and sale agreements, and any other documents relating to any transaction contemplated by this Agreement.
13. In the event the Property is removed from the market due to the opening of an escrow or acceptance of an offer to purchase the Property during the Term, or any extension thereof, and the sale is not consummated for any reason then, in that event, the Term shall be extended for a period of time equal to the number of days that the

escrow had been opened and/or the Property had been removed from the market, whichever is longer, provided : that, in no event shall such extension(s) exceed one hundred eighty (180) calendar days in the aggregate.

14. Seller represents that it is the seller of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").
15. To the extent permitted by applicable law, Broker is authorized to deduct its commissions from any deposits, payments, or other funds, including proceeds of sale or rental payments, paid by a purchaser or tenant in connection with a transaction contemplated by this Agreement, and Seller hereby irrevocably assigns said funds and proceeds to Broker to the extent necessary to pay said commissions.
16. While both parties are confident that this relationship will be mutually satisfactory, if there is a dispute between the parties, then both parties agree to resolve it subject to the following:
 - a. if either party institutes a legal proceeding against the other party relating to this Agreement, the prevailing party shall recover from the non-prevailing party all of its (i) reasonable attorneys' fees and costs, (ii) expert-related fees and costs and (iii) other related expenses. All past due amounts shall bear interest at twelve percent (12%) per annum or the maximum rate permitted in the state in which the Property is located. No party will be entitled to punitive, special and/or consequential damages, and we each waive all rights to and claims for relief other than for compensatory damages; and
 - b. **WHERE PERMITTED BY LAW, EACH PARTY KNOWINGLY AGREES TO WAIVE ANY AND ALL RIGHTS TO HAVE A DISPUTE ON ANY MATTER RELATING TO, OR ARISING FROM THIS AGREEMENT DETERMINED BY A JURY.**
17. Both parties agree to comply with all applicable laws, regulations, codes, ordinances and administrative orders. Further, both parties acknowledge that: (a) it is illegal to refuse to display or lease to or from any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by applicable law and (b) the Property will be offered in compliance with all applicable anti-discrimination laws.
18. This Agreement is the entire agreement between the parties and supersedes all prior understandings between the parties regarding this engagement and is governed by the laws of the State of Wisconsin, without regard to its conflict of laws principles. This Agreement will be binding and inure to the benefit of each party's lawful representatives, heirs, successors, designees and assignees. It may not be altered or terminated except in a writing signed by both parties. Neither party's failure to exercise any of its rights under this Agreement will relieve the other party of its obligations hereunder. Nothing herein is or may be deemed a waiver or full statement of any of our rights or remedies, whether at law or in equity, all of which are expressly reserved. If any provision of this Agreement is unenforceable or void under applicable law, the remaining provisions will continue to be binding. This Agreement and the rights, interests or obligations created hereunder will not be assigned by either of the parties without the prior written consent of the other party. Each party agrees that they have both participated in the negotiation and drafting of this Agreement. Owner acknowledges that the person signing this Agreement on their behalf has Owner's full authority to execute it. This Agreement will be binding whether signatures are exchanged electronically or by hand, by mail, by fax, by electronic transfer or image, by photocopy or in counterparts.

19. **NOTICE:** A broker has the authority under Wisconsin Statute Section 779.32 to file a broker's lien for commissions or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real estate, that is the subject of this agreement.

This Addendum was prepared by: Shannon Clark, Esquire
CBRE, Inc.
321 North Clark Street
Suite 3400
Chicago, IL 60654
(312) 416-3052

CBRE, Inc.
Licensed Real Estate Broker

OWNER:

City of Sheboygan

By: 
Kevin J. Armstrong
Managing Director

By: _____
Chad Pelishek
Director of Planning & Development

Date: January 9, 2019

Date: January ____, 2019

CONSULT YOUR ADVISORS - This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. January 21, 2019.

Your Committee to whom was referred Res. No. 160-18-19 by Alderpersons Wolf and Sorenson authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.; 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

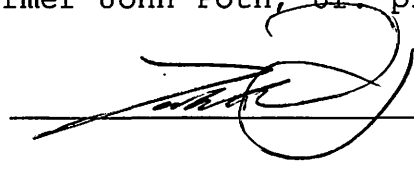
4.4

Res. No. 160 - 18 - 19. By Alderpersons Wolf and Sorenson.
January 7, 2019.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2019 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the City of Sheboygan.

*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

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2019, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 30 acres of tillable land located within certain agricultural property described as follows:

59281470988 S 1/2 OF S.W. S.W., Sec. 10

59281470989 S 1/2 of S.E. S.W., Sec. 10

59281472509 W 1/2 of N.W. S.E., Sec. 10

59281472510 N 1/2 of W 1/2 of S.W. S.E., Sec. 10

59281-470988/470989/
472509 & 472510
Parcel Ident. No.

All in T.14N., R.23E., City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2019 through December 31, 2019.

3. That the total rental rate for this parcel of land for 2019 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2019.

4. That the **LESSEE** shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least thirty (30) days written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of _____, 2019.

LESSEE

BY: _____
David L. Gartman

Dated this ____ day of _____, 2019.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2019.

Charles C. Adams
City Attorney

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

LEASE AGREEMENT

THIS AGREEMENT, made this 4 day of March, 2019, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "LESSOR," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "LESSEE."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the LESSOR does hereby lease and let unto the LESSEE approximately 30 acres of tillable land located within certain agricultural property described as follows:

59281470988 S 1/2 OF S.W. S.W., Sec. 10

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59281-470988/470989/
472509 & 472510
Parcel Ident. No.

All in T.14N., R.23E., City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2019 through December 31, 2019.

3. That the total rental rate for this parcel of land for 2019 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2019.

4. That the LESSEE shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the LESSEE agrees that the LESSOR may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the LESSEE shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The LESSEE hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The LESSEE agrees to make no improvements of any kind whatsoever in or on the land.

9. The LESSEE hereby agrees that he will not encumber the land or crops growing thereon.

10. LESSEE shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the LESSOR'S written consent therefor.

11. LESSOR may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by LESSOR. LESSOR may remove from the total acreage leased any part thereof upon at least thirty (30) days written notice to LESSEE, and LESSOR shall not pay any damages for such taking of property from the LESSEE.

13. LESSOR shall be responsible for any and all taxes upon said land.

14. LESSEE shall save LESSOR harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by LESSEE, his agents, employees or any other person using said premises.

15. In the event the LESSEE shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the LESSEE'S business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the LESSOR of any default in performance by the LESSEE of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. LESSEE shall have no right or interest in the renewal of this lease agreement.

Dated this 4 day of March, 2019.

LESSEE

BY: David L. Gartman
David L. Gartman

Dated this 4th day of March, 2019.

CITY OF SHERBOYGAN (LESSOR)

BY: Michael J. Vandersteen
Michael J. Vandersteen
Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin
City Clerk

Examined and Approved as to
Form and Execution this 4
day of March, 2019.

Charles C. Adams
Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res.
No. 160-18-19.

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. January 21, 2019.

Your Committee to whom was referred Res. No. 162-18-19 by Alderpersons Wolf and Sorenson authorizing advertising for bids for the Mead Public Library Plaza project; 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

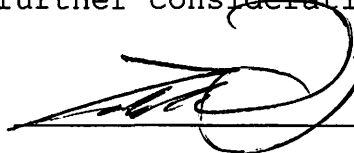
7.2

Res. No. 162 - 18 - 19. By Alderpersons Wolf and Sorenson.
January 7, 2019.

A RESOLUTION authorizing advertising for bids for the Mead Public Library Plaza project.

RESOLVED: That the Engineering Division of the Department of Public Works is hereby authorized and directed on behalf of the Board of Public Works, to advertise for bids for the Mead Public Library Plaza renovation project by publishing a Class 2 Notice, under ch. 985, Wis. Stats., and by such other means as it deems desirable, according to the plans and specifications prepared by the City Engineer. No bid shall be received unless accompanied by a certified check or a bid bond equal to at least 5 percent but not more than 10 percent of the bid payable to the city as a guaranty that if the bid is accepted the bidder will execute and file the proper contract and bond within the time limited by the city. If the successful bidder so files the contract and bond, upon the execution of the contract by the city the check shall be returned. In case the successful bidder fails to file such contract and bond the amount of the check or bid bond shall be forfeited to the city as liquidated damages. The notice published shall inform bidders of this requirement. Upon receipt of bids, the City Engineer shall submit a resume of bids received and accepted to the Common Council for further consideration.

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

CONSTRUCTION DOCUMENT SET

90% REVIEW SET

MEAD LIBRARY PLAZA

City of Sheboygan, Wisconsin

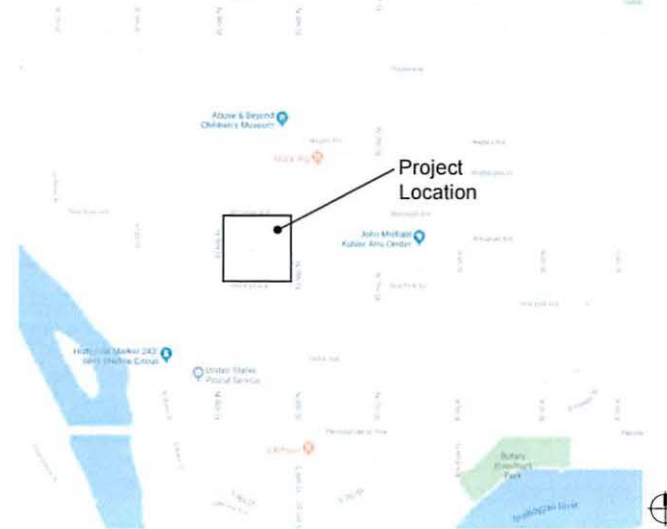
DECEMBER 21, 2018

710 N 8th Street
Sheboygan, WI 53081

Sheet Index

Sheet No.	Sheet Title
L000	COVER SHEET
L001	GENERAL NOTES
L002	EXISTING CONDITIONS
L100	DEMOLITION & EROSION CONTROL PLAN
L200	SITE PLAN
L300	GRADING AND UTILITY PLAN
L400	ELECTRICAL PLAN
L500	LANDSCAPE PLAN
L600	DETAILS
L601	DETAILS
L602	DETAILS
L603	DETAILS
L604	DETAILS
L605	DETAILS
L606	DETAILS - ALT #1

Location Map



AYRES
ASSOCIATES
5201 E. Terrace Drive
Suite 200
Madison, WI 53718
608.255.0800
www.AyresAssociates.com
Professional Seal

Revision _____ Date _____

Project Name _____

MEAD LIBRARY
CONCEPT
DESIGN

City of Sheboygan
Dept of Public Works
2026 New Jersey Ave
Sheboygan, WI 53081

Drawn By: RS
Checked By: BM

File:
Issued For: 90% Review
Issue Date: 12/21/2018
Project No: 52-0642.00

Sheet Title
COVER SHEET

Sheet Number

L000

CALL DIGGERS HOTLINE
800.444.4444
DIGGERS HOTLINE
Toll Free (800) 444-4444
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

GENERAL SITE WORK NOTES:

1. ALL ROADWAY CONSTRUCTION, IF NEEDED, SHALL CONFORM TO THE WISCONSIN DEPARTMENT OF TRANSPORTATION 2018 STANDARD SPECIFICATIONS, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE SPECIFICATIONS FOR CONSTRUCTION IN THE CITY OF SHEBOYGAN, WISCONSIN; IN CASE OF CONFLICT, THE CITY OF SHEBOYGAN SHALL TAKE PRECEDENCE.
2. ALL STORM SEWER, SANITARY SEWER, AND WATER MAIN CONSTRUCTION SHALL CONFORM TO THE SPECIFICATIONS FOR CONSTRUCTION IN THE CITY OF SHEBOYGAN, UNLESS OTHERWISE NOTED ON THE PLANS.
3. STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND RECURRING SPECIAL PROVISIONS, CONSTRUCTION PLANS, AND SUBSEQUENT DETAILS ARE ALL TO BE CONSIDERED AS PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED, BUT ARE CONSIDERED A PART OF THIS CONTRACT.
4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS BEFORE CONSTRUCTION BEGINS.
5. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE NATURE AND STATUS OF ALL UTILITY RELOCATION WORK PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ENSURE THAT CONSTRUCTION OPERATIONS DO NOT INTERFERE WITH UTILITY FACILITIES AND RELOCATION WORK. THE SCHEDULE SHOULD REFLECT CONSTRUCTION SCHEDULING THAT COORDINATES WITH ALL UTILITY RELOCATION WORK. THE CONTRACTOR SHALL BE REQUIRED TO ADJUST THE ORDER OF ITS REVISED SCHEDULE(S) IN COMPLIANCE THEREWITH AS DIRECTED BY THE OWNER. THE OWNER AND ENGINEER SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY OPERATION REQUIRING COOPERATION WITH OTHERS. THE CONTRACTOR HAS THE RESPONSIBILITY TO CONFIRM OR ESTABLISH THE EXISTENCE OF ALL UTILITY FACILITIES AND THEIR EXACT LOCATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED BY THE CONTRACTOR AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
6. NO CONSTRUCTION PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION" PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE SURVEYOR'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES WITH WHAT IS SHOWN ON THE CONSTRUCTION PLANS, CONTRACTOR MUST IMMEDIATELY REPORT SAME TO THE SURVEYOR OR ENGINEER BEFORE DOING ANY WORK. OTHERWISE, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS, AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT CONTRACTOR'S OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTIONS ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
7. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE OWNER AND ENGINEER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
8. ALL FRAMES AND LIDS FOR STORM AND SANITARY SEWERS, VALVE VAULT COVERS, FIRE HYDRANTS, AND B-BOXES ARE TO BE ADJUSTED TO MEET FINISHED GRADE. THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEVATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE CITY UPON FINAL INSPECTION OF THE PROJECT.
9. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND CONTRACTOR'S SURETY FOR LENGTH SPECIFIED IN THE GENERAL CONDITIONS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD.
10. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB PER OSHA REGULATIONS.
11. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE PROPER BARRICADING, WARNING DEVICES, AND THE SAFE MANAGEMENT OF TRAFFIC WITHIN THE AREA OF CONSTRUCTION. ALL SUCH DEVICES AND THEIR INSTALLATION SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, LATEST EDITION, AND IN ACCORDANCE WITH LOCAL MUNICIPAL CODES.
12. THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL, AND GREASE RESIDUE, MACHINERY, TOOLS, AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEANUP, AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED.
13. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN INSPECTED AND APPROVED AS REQUIRED BY THE OWNER AND ENTITY THAT HAS JURISDICTION OVER THE WORK.
14. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT, AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNLESS A PAY ITEM IS LISTED ON THE BID LIST.
15. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.
16. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF AN APPROVED LANDSCAPE ARCHITECT OR ARBORIST AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION. ALL LIMBS, BRANCHES, AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE AT CONTRACTOR'S OWN EXPENSE.
17. THE TRENCHES FOR PIPE INSTALLATION SHALL BE KEPT DRY AT ALL TIMES DURING PIPE PLACEMENT. APPROPRIATE FACILITIES TO MAINTAIN THE DRY TRENCH SHALL BE PROVIDED BY THE CONTRACTOR, AND THE COST OF SUCH SHALL BE INCIDENTAL TO THE UNIT PRICE BID FOR THE ITEM. PLANS FOR THE SITE DEWATERING, IF EMPLOYED, SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR DEWATERING DURING CONSTRUCTION UNLESS APPROVED IN WRITING BY THE OWNER.

18. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH NPDES STANDARDS FOR SOIL EROSION AND SEDIMENTATION CONTROL, AND SHALL BE MAINTAINED BY THE CONTRACTOR AND REMAIN IN PLACE UNTIL THE NOTICE OF TERMINATION HAS BEEN OBTAINED. THE CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS TO THE EROSION CONTROL TO STAY IN COMPLIANCE WITH THE NPDES PERMIT. THESE ADJUSTMENTS MAY BE MADE TO ACCOMMODATE PHASED CONSTRUCTION AND/OR SPECIFIC SITE CONDITIONS.
19. THE CONTRACTOR SHALL PREPARE RECORD DRAWINGS AND MAKE THE NECESSARY SUBMITTALS TO THE ENGINEER. SAID PLANS SHALL INDICATE THE FINAL LOCATION AND LAYOUT OF ALL IMPROVEMENTS, INCLUDING VERIFICATION OF ALL CONCRETE PADS, INVERT, RIM, AND SPOT GRADE ELEVATIONS, AND INCORPORATE ALL FIELD DESIGN CHANGES APPROVED BY THE OWNER.
20. THE CONTRACTOR SHALL VIDEOTAPE THE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS.
21. ALL TESTING SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE CONTRACTOR. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW AND APPROVAL.
22. THE PAVEMENT SHALL BE KEPT FREE OF MUD AND DEBRIS AT ALL TIMES.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OFFSITE OF ANY EXISTING PAVEMENT AND STRUCTURES REMOVED.
24. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION SURVEYING.
25. ALL EXISTING TRAFFIC AND STREET SIGNS DISTURBED SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR AND TO THE CITY OF SHEBOYGAN STANDARDS.
26. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE HANDICAPPED ROUTES (PER A.D.A. AND T.A.S.) EXIST TO AND FROM THE SITE FROM ALL EXISTING HANDICAPPED ROUTES ADJACENT TO THE SITE. IN NO CASE SHALL HANDICAP RAMP SLOPES EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 1.5 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5.0 PERCENT. CONTRACTOR SHALL CONTACT ARCHITECT AND ENGINEER PRIOR TO PAVING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR A.D.A. COMPLIANCE ISSUES.

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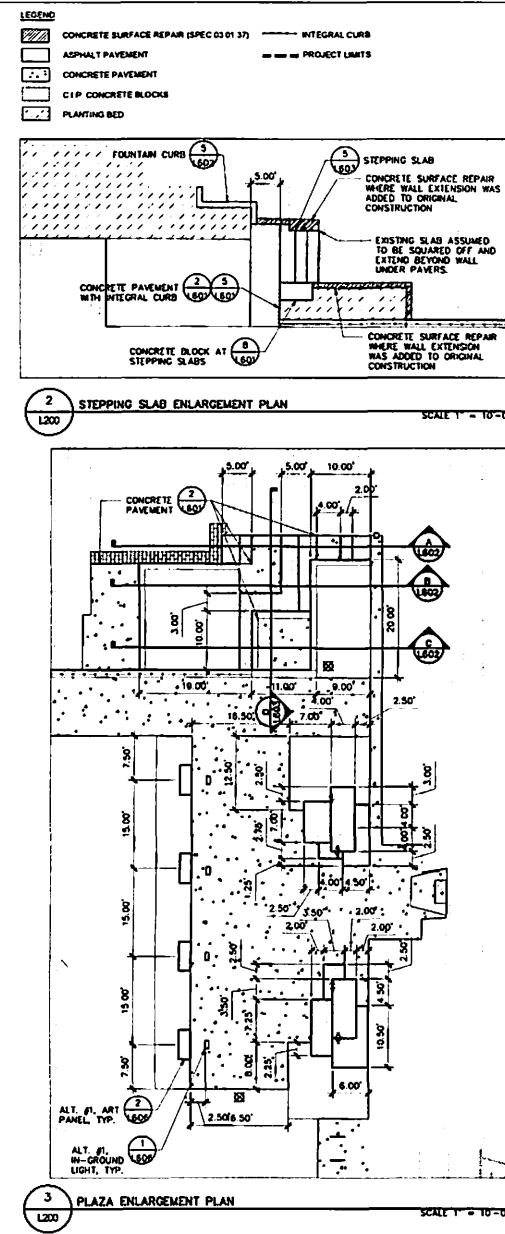
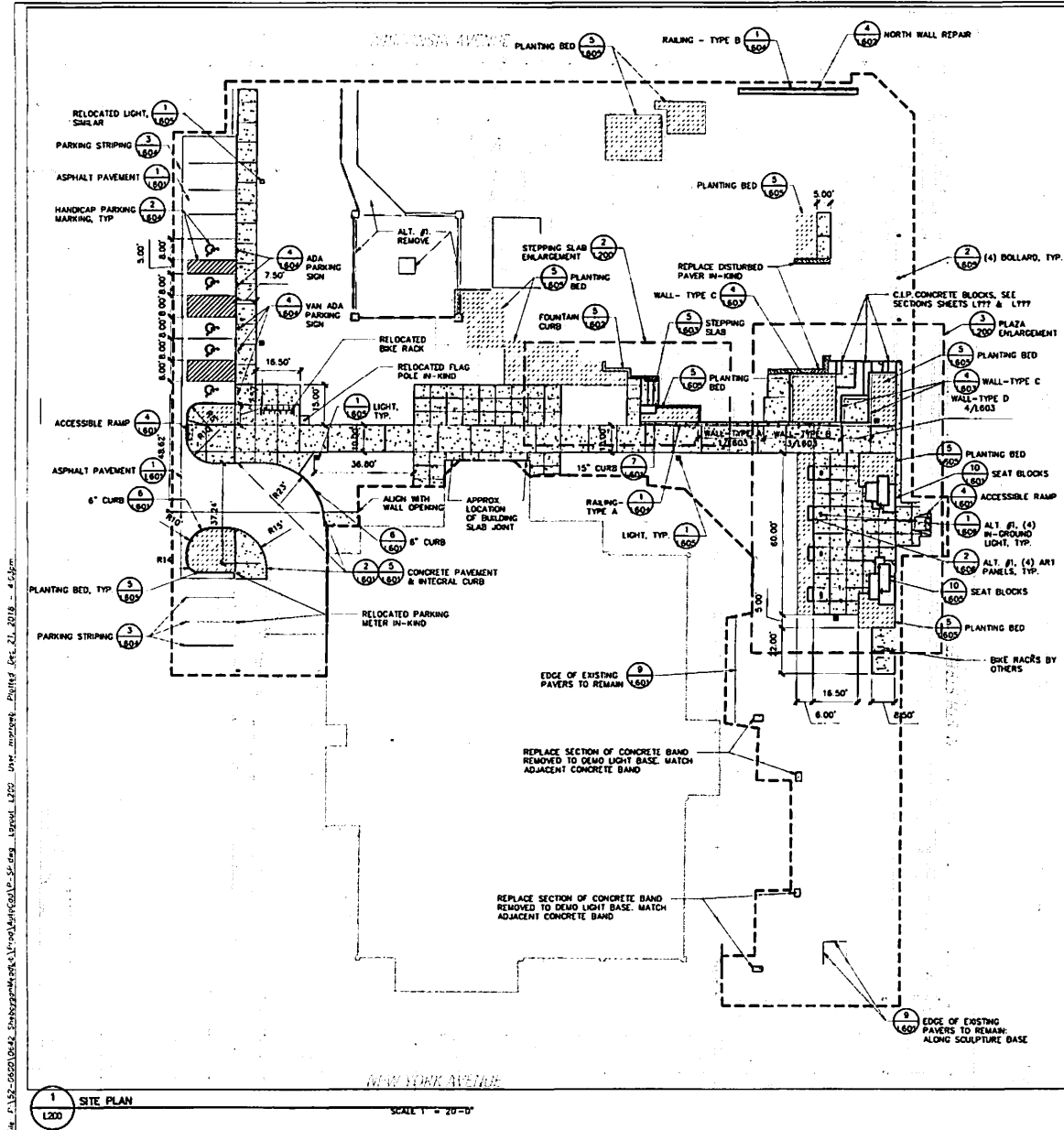
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Dept. of Public Works
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Sheboygan, WI 53081

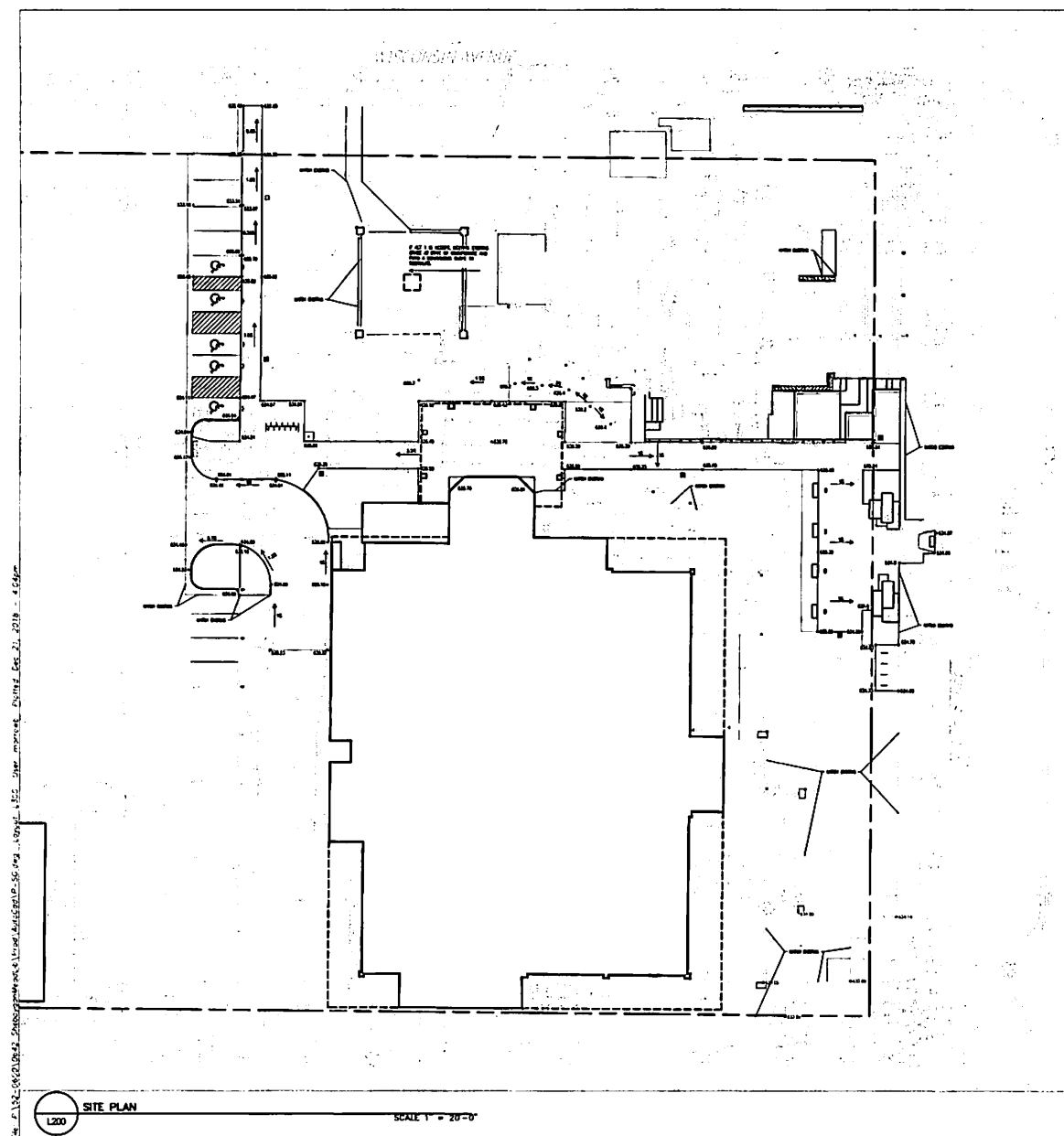
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Issued For: 90% Review
Issue Date: 12/21/2018
Project No. 52-0642.00

Sheet Title
GENERAL NOTES

Sheet Number

L001

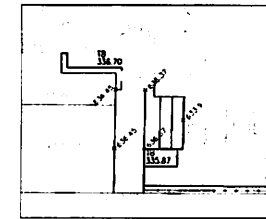




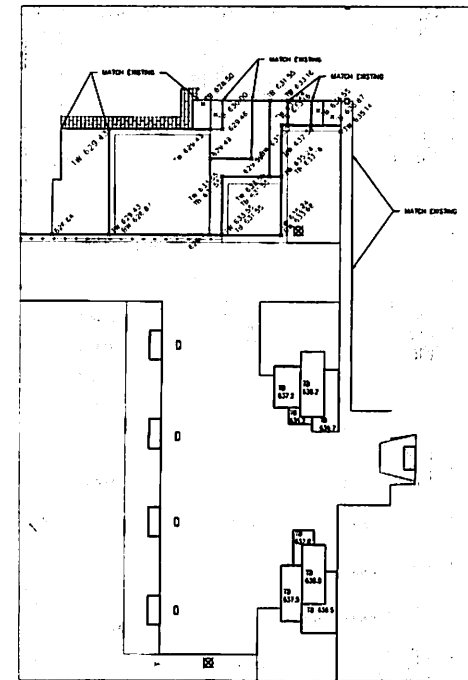
GRADING NOTES

1. CONTRACTOR TO VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON THE SITE AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING WORK.
2. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. GENERAL CONTRACTOR TO VERIFY ALL EXISTING GRADES AND PAVING SUBCONTRACTORS REGARDING TOPSOIL THICKNESS FOR LANDSCAPE AREAS, AND PAVEMENT SECTION THICKNESS FOR PAVED AREAS, TO PROPERLY ENSURE ADEQUATE CUT TO ESTABLISH SUBGRADE ELEVATIONS.
3. NO FATHOM SLOPE SHALL BE GREATER THAN 6% UNLESS OTHERWISE NOTED.
4. MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5% AND CROSS SLOPE SHALL NOT EXCEED 1.5% ON ALL SIDEWALKS AND ALL ACCESSIBLE AREAS.
5. MATCH EXISTING ELEVATIONS AT THE PROJECT LIMITS.
6. CONTRACTOR SHALL MEET EXISTING GRADE AT PROJECT LIMITS WITH A SMOOTH AND CONTINUOUS TRANSITION. SLOPE CONDITIONS SHALL BE MAINTAINED ON EXISTING GRADES AND SURFACE GRASSES. SUBGRADES SHALL BE PER DETAIL DRAWINGS. THERE SHALL BE A MINIMUM OF 6" OF TOPSOIL IN ALL LAWN AND LANDSCAPE AREAS.
7. SHEETS ARE INTENDED AS 22" X 34" FULL SIZE

TW = TOP OF WALL
TB = TOP OF BLOCK
TC = TOP OF CURB



2 STEPPING SLAB ENLARGEMENT PLAN SCALE 1" = 10'-0"



3 PLAZA ENLARGEMENT PLAN
L200 SCALE 1" = 10'-0"

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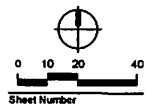
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Dept of Public Works
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Sheboygan, WI 53081

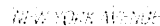
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Issued For: 90% Review
Issue Date: 12/21/2018
Project No. 52-0642.00

Sheet Title

GRADING PLAN

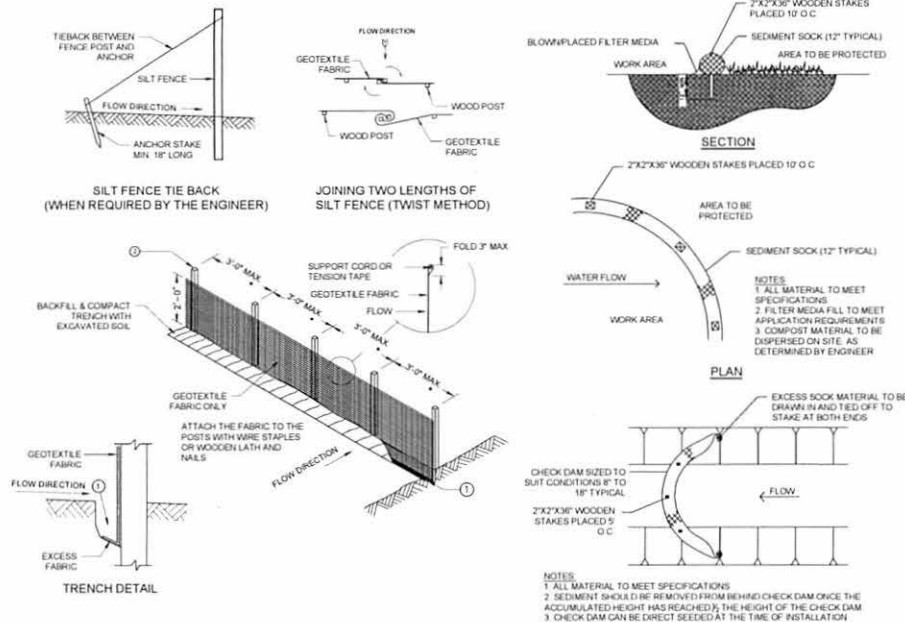


L300

NOTES:

- # L500

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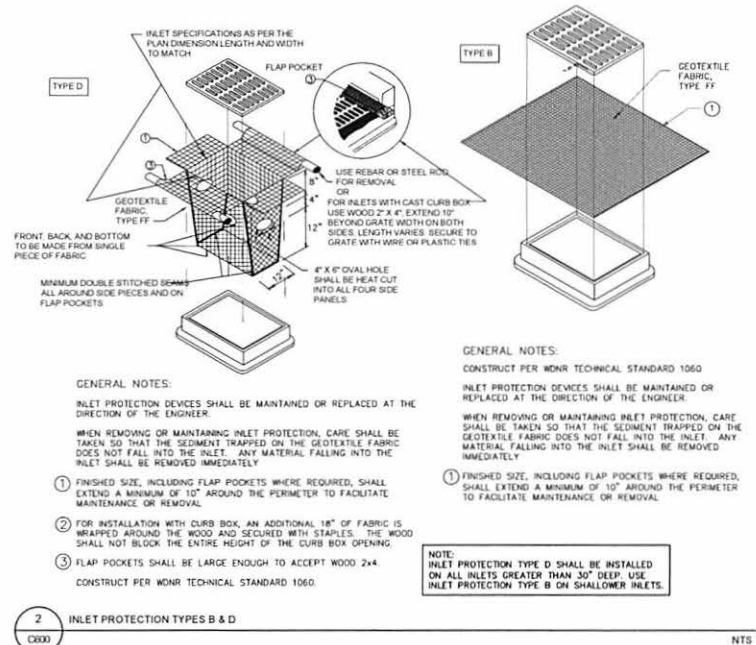
GENERAL NOTES

1. FOR MANUAL INSTALLATIONS THE TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
2. WOOD POSTS SHALL BE A MINIMUM SIZE OF 3" LENGTH OF OAK OR HICKORY
3. ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS
4. DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS
5. THE MAXIMUM SPACING OF POSTS FOR WOVEN FABRIC SILT FENCE SHALL BE 8 FEET AND FOR NON-WOVEN FABRIC, 3 FEET
6. 1" OF FENCE FABRIC REQUIRED BELOW GRADE IN TRENCH PER DNR TECH STD. 1056
7. MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WOOD PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED
8. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10' AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL
9. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2"x4"
10. EROSION CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH WDR TECHNICAL STANDARD
11. CROSS BRACE WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS AS DIRECTED BY THE ENGINEER
12. MINIMUM 14 GAUGE WIRE REQUIRED. FOLD FABRIC 3" OVER THE WIRE AND STAPLE OR PLACE WIRE RINGS ON 12" C.C.
13. WIRE SUPPORT FENCE SHALL BE 14 GAUGE MINIMUM WOVEN WIRE WITH A MAXIMUM MESH SPACING OF 6". SECURE TOP OF GEOTEXTILE FABRIC TO TOP OF FENCE WITH STAPLES OR WIRE RINGS AT 12" C.C. (TYPE B)
14. GEOTEXTILE FABRIC SHALL BE REINFORCED WITH AN INDUSTRIAL POLYPROPYLENE NETTING WITH A MAXIMUM MESH SPACING OF 3/4" OR EQUAL. A HEAVY DUTY NYLON TOP SUPPORT CORD OR EQUIVALENT IS REQUIRED. (TYPE A)
15. STEEL POSTS SHALL BE STUDDED "TEE" OR "J" TYPE WITH A MINIMUM WEIGHT OF 1.28 LBS/LIN. FT. (WITHOUT ANCHOR). FIN ANCHORS SUFFICIENT TO RESIST POST MOVEMENT ARE REQUIRED. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/8" X 1 1/8" OF OAK OR HICKORY
16. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL, IF POSSIBLE, BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY, USE ONE OF THE FOLLOWING TWO METHODS: A) TWIST METHOD - OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES. B) HOOK METHOD - HOOK THE END OF EACH SILT FENCE LENGTH

1 SILT FENCE AND SEDIMENT SOCK

0600

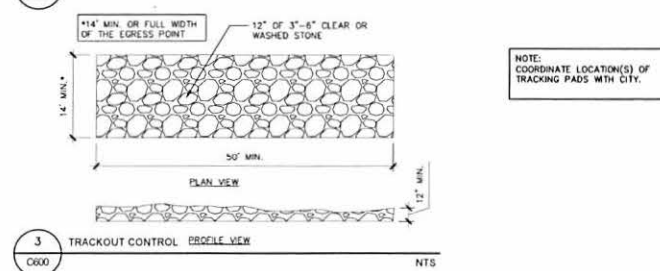
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2 INLET PROTECTION TYPES B & D

0600

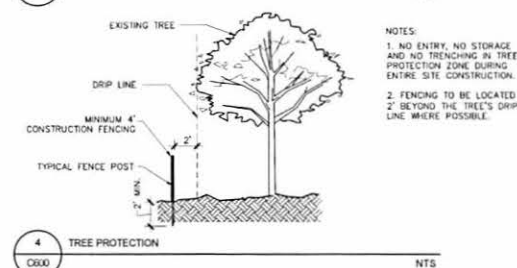
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3 TRACKOUT CONTROL

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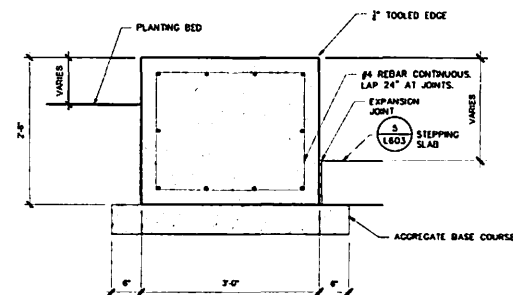
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4 TREE PROTECTION

0600

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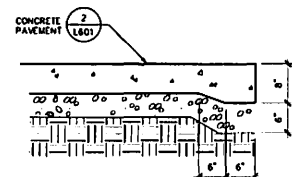
1 ASPHALT PAVEMENT
L601 SCALE: NTS

NOTES:

1. MEDIUM BROOM FINISH, PERPENDICULAR TO DIRECTION OF TRAVEL, UNLESS OTHERWISE STATED.
2. PROVIDE EXPANSION JOINTS 30' ALL WAYS, MINIMUM
3. SEE PLANS FOR SCORING



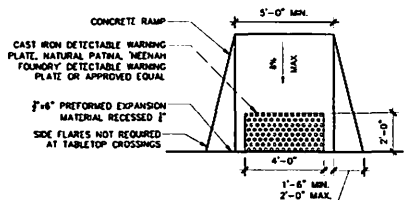
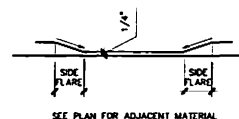
2 CONCRETE PAVEMENT
L601 SCALE: NTS



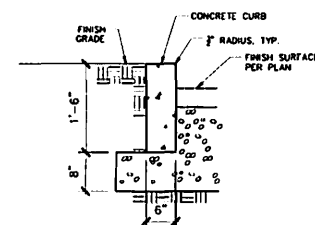
3 THICKENED CONCRETE
1601 SCALE: NTS

NOTES:

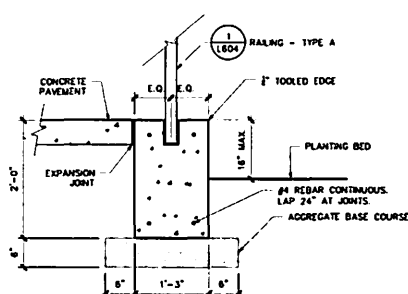
1. NO MASONITE TO BE USED FOR FORMS
2. SIDEWALK TO BE THOROUGHLY SPADED
3. EXPANSION MATERIAL SHALL NOT BE USED AS FORMS



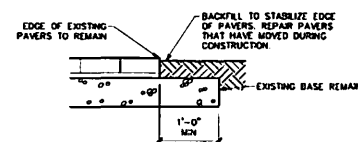
4 ADA ACCESSIBLE RAMP
L601
2'-0" MAX
SCALE: NTS



6 6" CONCRETE CURB
1501



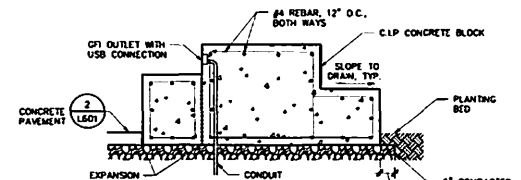
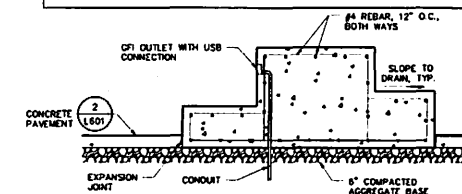
7 15" CURB
L601 NTS



9 EDGE OF EXISTING PAVERS TO REMAIN
1601 NTS

GENERAL NOTES:

1. MINIMUM CLEAR COVER SHALL BE 3-INCHES U.N.O.
2. LAP SPICES NOT SHOWN. PROVIDE STANDARD ACI LAP SPICES AS NEEDED.
3. THE NUMBER OF BARS CALLED OUT IN NOTES SUPERCEDES THE NUMBER OF BARS SHOWN ON DETAILS.
4. FACE OF BLOCKS TO HAVE BOARD FORMED FINISH. FINISH TOPS TO MATCH EXISTING FOUNTAIN CONCRETE APPEARANCE.
5. SLOPE TOP OF BLOCKS TO DRAIN. MAXIMUM SLOPE: 2.0%.

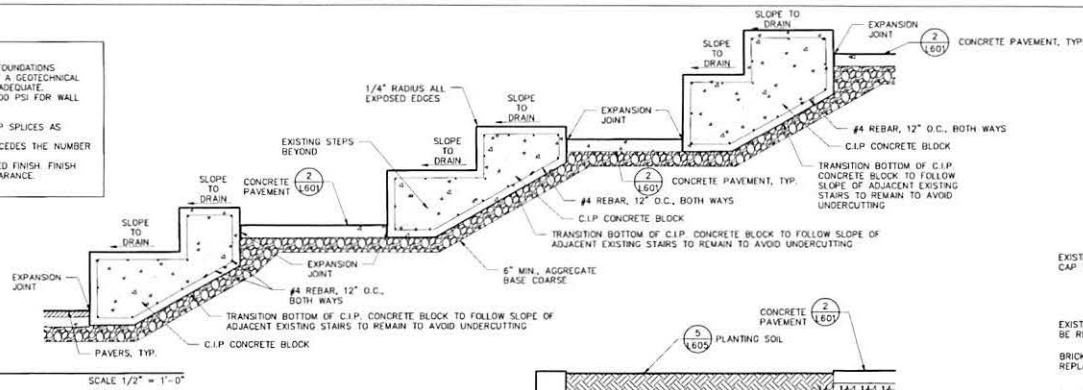


10 SEAT BLOCK - TYPICAL SECTIONS
L601 SCALE 1" = 1'-0"

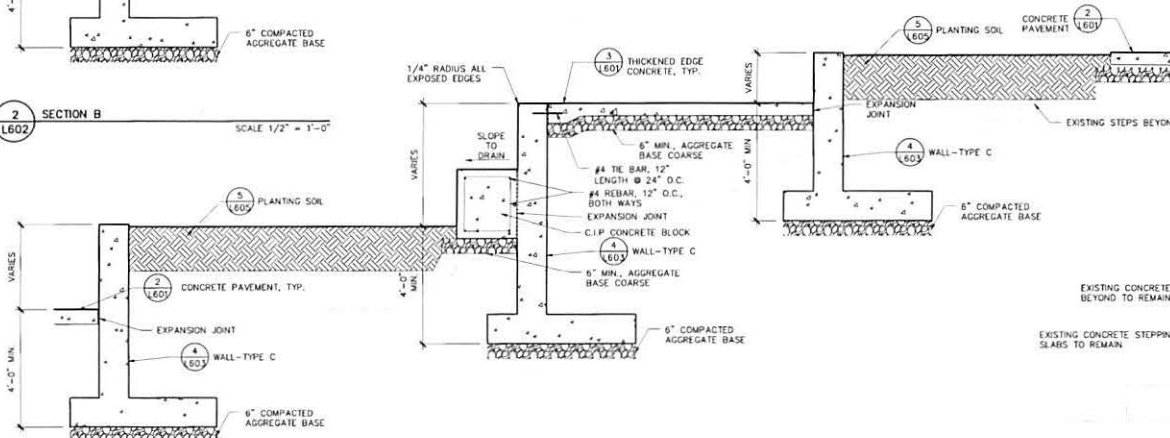
GENERAL NOTES:

1. ALLOWABLE BEARING CAPACITY OF SOIL SUPPORTING FOUNDATIONS ASSUMED TO BE 3000 PSF. CONTRACTOR SHALL HIRE A GEOTECHNICAL ENGINEER TO VERIFY ASSUMED BEARING CAPACITY IS ADEQUATE.
2. MINIMUM CONCRETE COMPRESSIVE STRENGTH IS 4000 PSI FOR WALL FOOTINGS AND STEMS.
3. MINIMUM CLEAR COVER SHALL BE 2-INCHES UNO.
4. LAP SPICES NOT SHOWN. PROVIDE STANDARD AC LAP SPICES AS NEEDED.
5. THE NUMBER OF BARS CALLED OUT IN NOTES SUPERCEDES THE NUMBER OF BARS SHOWN ON DETAILS.
6. FACE OF WALLS AND BLOCKS TO HAVE BOARD FORMED FINISH. FINISH TOPS TO MATCH EXISTING FOUNTAIN CONCRETE APPEARANCE.
7. SEE GRADING PLANS FOR ELEVATIONS.

1 SECTION A
L602



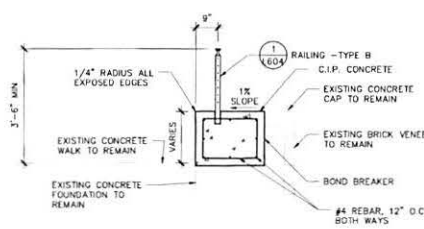
2 SECTION B
L602



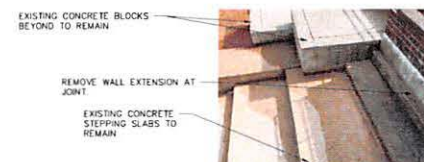
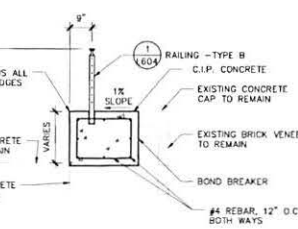
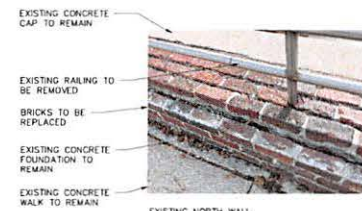
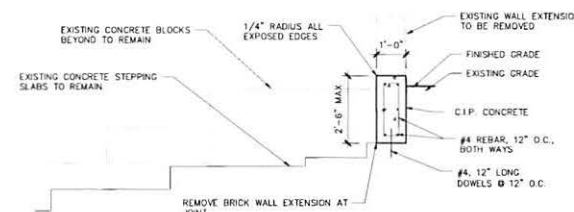
3 SECTION C
L602



4 NORTH WALL REPAIR
L602



5 FOUNTAIN CURB
L602



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Issue Date: 12/21/2018
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DETAILS

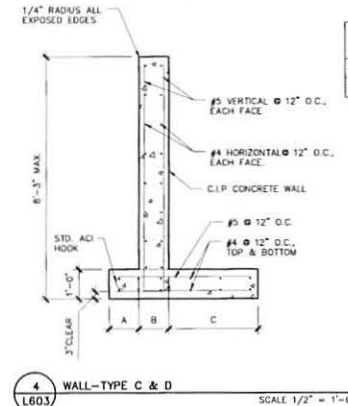
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L602

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CONSTRUCTION

- GENERAL NOTES:
1. ALLOWABLE BEARING CAPACITY OF SOIL SUPPORTING FOUNDATIONS ASSUMED TO BE 3000 PSF. CONTRACTOR SHALL HIRE A GEOTECHNICAL ENGINEER TO VERIFY ASSUMED BEARING CAPACITY IS ADEQUATE.
 2. MINIMUM CONCRETE COMPRESSIVE STRENGTH IS 4000 PSI FOR WALL FOOTINGS AND STEPS.
 3. MINIMUM CLEAR COVER SHALL BE 2-INCHES U.N.D.
 4. LAP SPLICES NOT SHOWN. PROVIDE STANDARD ACI LAP SPLICES AS NEEDED.
 5. THE NUMBER OF BARS CALLED OUT IN NOTES SUPERCEDES THE NUMBER OF BARS SHOWN ON DETAILS.
 6. FACES OF WALLS AND BLOCKS TO HAVE BOARD FORMED FINISH. FINISH TOPS TO MATCH EXISTING FOUNTAIN CONCRETE APPEARANCE.
 7. SEE GRADING PLANS FOR ELEVATIONS.

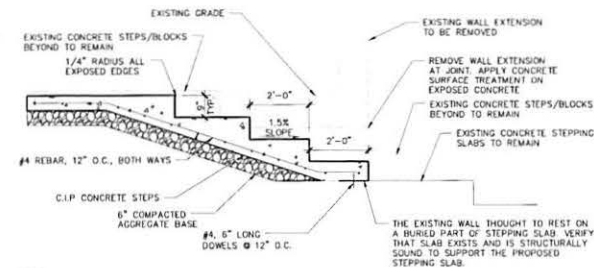
	TOE SLAB (A)	STEM (B)	HEEL SLAB (C)
TYPE C	1'-0"	1'-0"	3'-0"
TYPE D	1'-0"	1'-3"	2'-9"



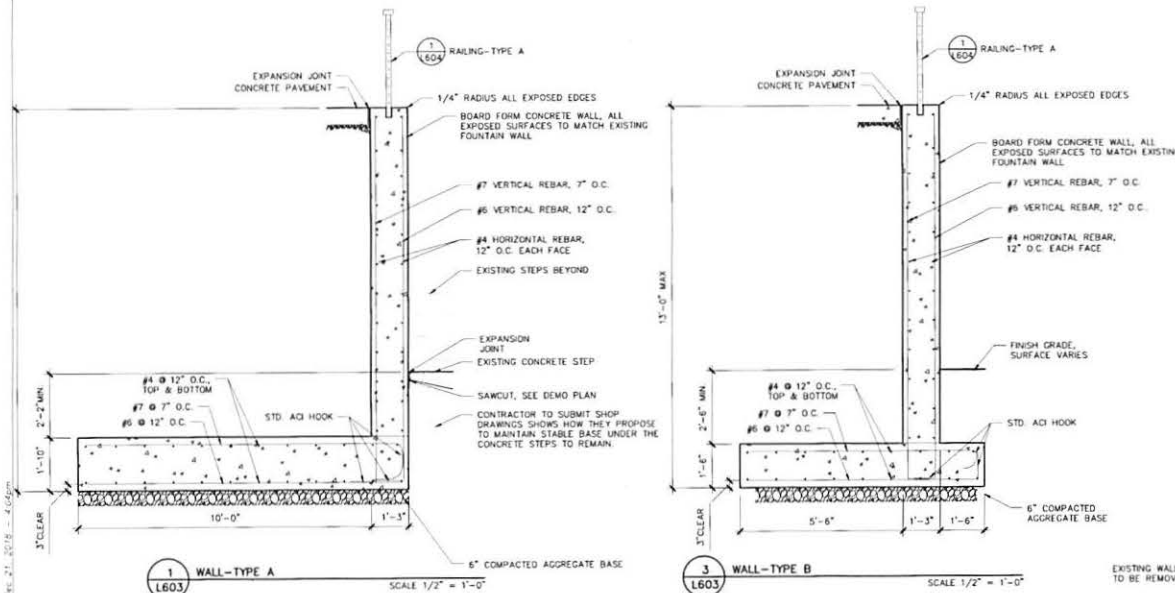
4 WALL-TYPE C & D SCALE 1/2" = 1'-0"



EXISTING WALL AT REAR STEPS

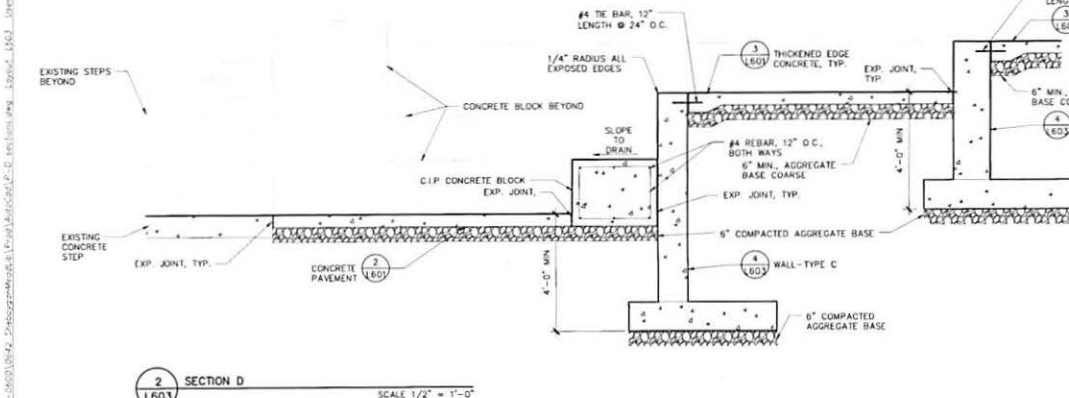


5 SECTION E - STEPPING SLABS SCALE 1/2" = 1'-0"



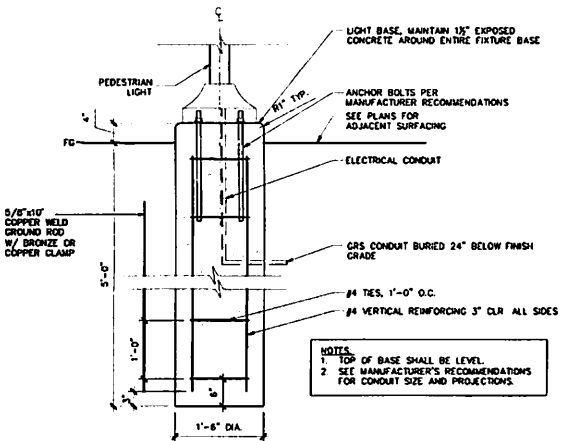
1 WALL-TYPE A SCALE 1/2" = 1'-0"

3 WALL-TYPE B SCALE 1/2" = 1'-0"

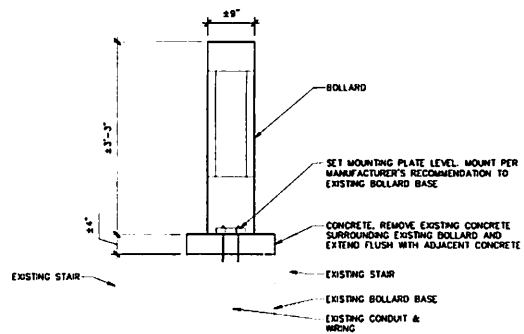


2 SECTION D SCALE 1/2" = 1'-0"

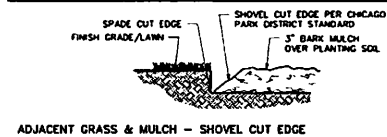
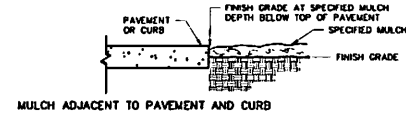
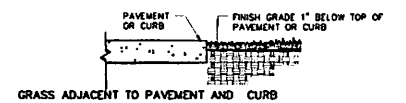
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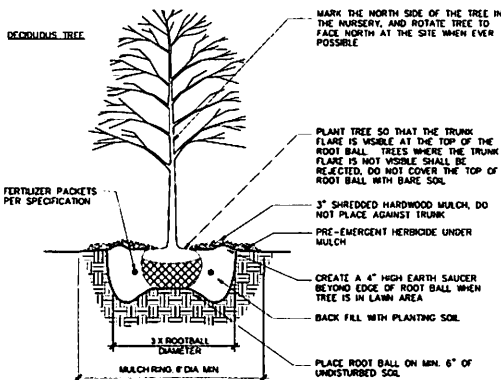
1 LIGHT
L605 NTS



2 BOLLARD
L605 NTS

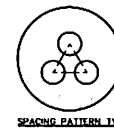


3 LANDSCAPE BED EDGING
L605 NTS

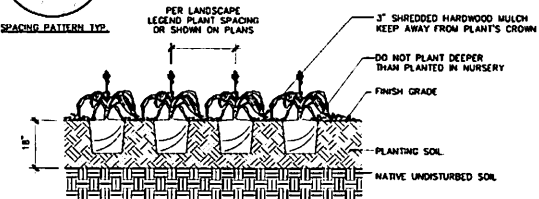


- NOTES:
- DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
 - STAKE TREES ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT.
 - WRAP TREE TRUNKS ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT.
 - REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM TOP AND SIDES OF ROOT BALL.

4 DECIDUOUS TREE PLANTING
L605 NTS



SPACING PATTERN 1/2



5 PLANTING BED / PERENNIAL PLANTING DETAIL
L605 NTS

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Suite 200
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608.255.0800
www.AyresAssociates.com
Professional Seal

Revision Date

Project Name

MEAD LIBRARY
CONCEPT
DESIGN

NOT FOR
CONSTRUCTION

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

Drawn By: RS
Checked By: BM
File:
Issued For: 90% Review
Issue Date: 12/21/2018
Project No. 52-0642.00

Sheet Title
DETAILS

Sheet Number

L605

Revision Date

Project Name

MEAD LIBRARY
 CONCEPT
 DESIGN

NOT FOR
 CONSTRUCTION

City of Sheboygan
 Depart. of Public Works
 2026 New Jersey Ave.
 Sheboygan, WI 53081

Drawn By: RS
 Checked By: BM
 File:
 Issued For: 90% Review
 Issue Date: 12/21/2018
 Project No: 52-0642.00

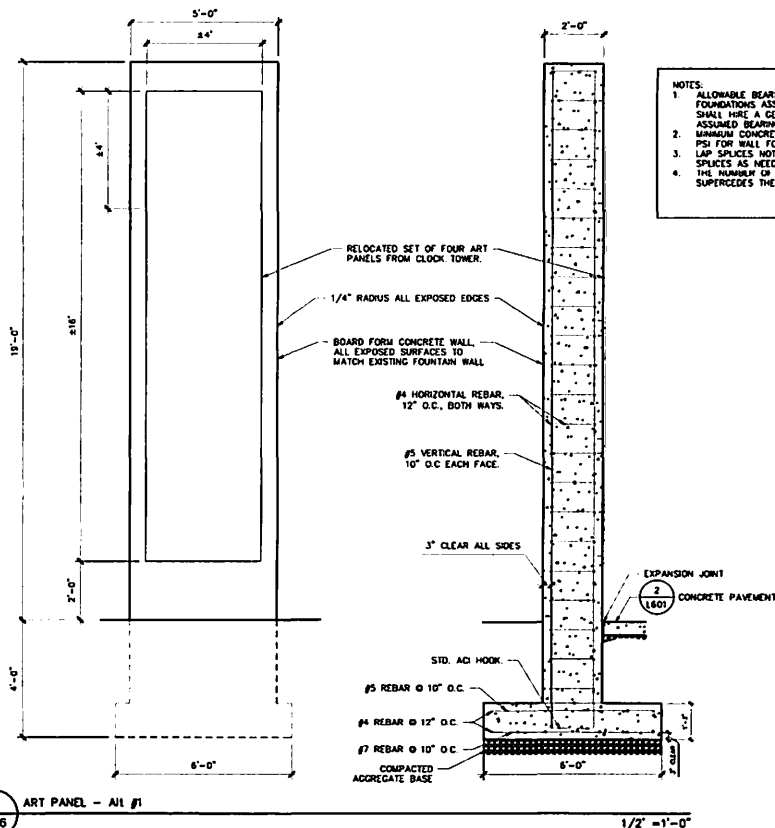
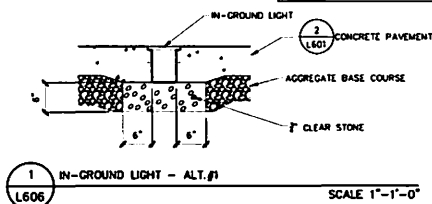
Sheet Title

DETAILS
 ALTERNATE 1

Sheet Number

L606

RECOMMENDATIONS
 2. SEE ELECTRICAL PLAN FOR CONDUIT.



- NOTES:
1. ALLOWABLE BEARING CAPACITY OF SOIL SUPPORTING FOUNDATIONS ASSUMED TO BE 3000 PSF. CONTRACTOR SHALL HIRE A GEOTECHNICAL ENGINEER TO VERIFY ASSUMED BEARING CAPACITY IS ADEQUATE.
 2. MINIMUM CONCRETE COMPRESSIVE STRENGTH IS 4000 PSI FOR WALL FOOTINGS AND STEMS.
 3. LAP SPLICES NOT SHOWN. PROVIDE STANDARD ACI LAP SPLICES AS NEEDED.
 4. THE NUMBER OF BARS CALLED OUT IN NOTES SUPERCEDES THE NUMBER OF BARS SHOWN ON DETAILS.

II

R. O. No. - 18 - 19. By CITY CLERK. January 21, 2019.

Submitting a pending claim from Michael J. Skelton for alleged injuries when he fell on ice in Maywood Park.

*Finances
Personnel*

CITY CLERK

DATE RECEIVED

1-10-19

RECEIVED BY

JAN 10 '19 AM 8:53
MLC

CLAIM NO.

23-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Michael J. Skelton
2. Home address of Claimant: 3028 Cherokee Drive, Sheboygan, WI 53083
3. Home phone number: 920-458-0675
4. Business address and phone number of Claimant: N.A.
5. When did damage or injury occur? (date, time of day) 12/25/2018 at 8:45 a.m.
6. Where did damage or injury occur? (give full description) In Maywood, on cordwalk directly behind (north of) ecology center. Cordwalk descends, heading northwest from the bridge towards ponds.
7. How did damage or injury occur? (give full description) Glare ice on the cordwalk was covered by fresh snow. I did not expect the glare ice, stepped on it with my left foot and slipped, causing me to fall backwards and towards my right side. Landed on my right elbow and hand.
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: N.A.
 - (b) Claimant's statement of the basis of such liability: N.A.
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: Maywood environmental park
 - (b) Claimant's statement of basis for such liability: Glare ice covered by snow on cordwalk

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").

Fracture of fourth metacarpel on right hand

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

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

Auto: \$

Property: \$

Personal injury: \$ 2,000 - 2,500

Other: (Specify below \$

TOTAL \$ 2,000 - 2,500

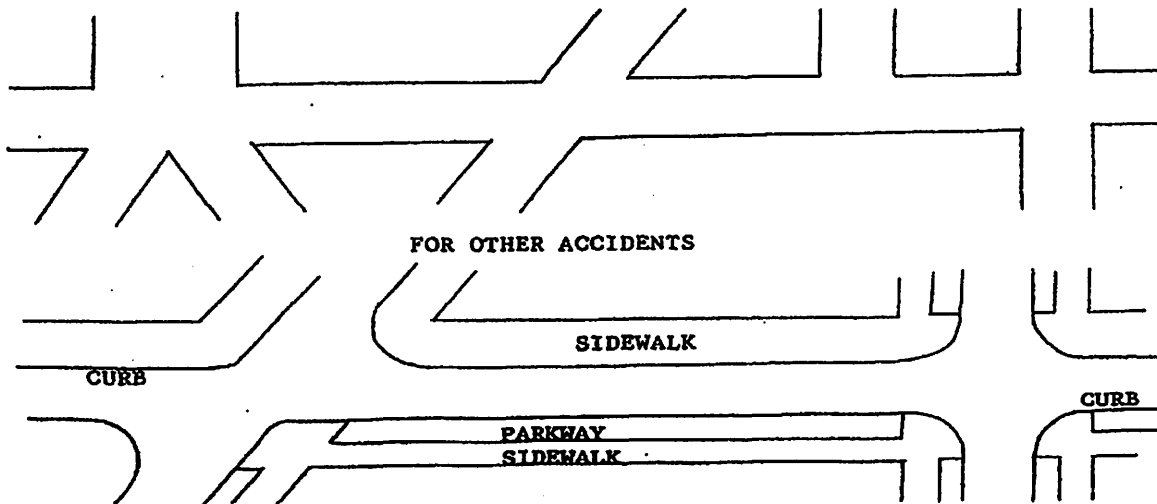
Damaged vehicle (if applicable)

Make: Model: Year: Mileage:

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 DATE

DATE RECEIVED RECEIVED BY

CLAIM NO. 23-18

CLAIM

Claimant's Name: Michael J. Skelton Auto \$
Claimant's Address: 3028 Cherokee Drive Property \$
Sheboygan, WI 53083 Personal Injury \$ 2,500 (est)
Claimant's Phone No. Other (Specify below) \$
TOTAL \$ 2,500 (est)

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 \$ 2,500 (est).

SIGNED Michael J. Skelton

DATE: 1/9/2019

ADDRESS: 3028 Cherokee Drive, Sheboygan WI 53083

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

DeBruin, Meredith

From: mtskelton@charter.net
Sent: Wednesday, January 9, 2019 5:58 PM
To: DeBruin, Meredith
Subject: RE: Claim
Attachments: IMG_20190109_0001.pdf; EOB1.pdf; EOB2.pdf; EOB3.pdf

Hello Ms. DeBruin. Thank you for so quickly responding to me with this claim form. I have completed it and have attached it with the three EOBs I have already collected. As I mentioned in my initial email to Mr. Hofland, I still have a follow up appointment with the orthopedic surgeon for Monday, Jan. 14. That will involve another x-ray, a consult with Dr. Lang, and possibly a different splint. That is why I have entered "est" after the damage amounts.

Please let me know what I should expect next. Thank you, and best wishes for a happy 2019!

From: "DeBruin, Meredith"
To: "mtskelton@charter.net"
Cc:
Sent: Tuesday January 8 2019 8:39:55AM
Subject: Claim

Good morning Mr. Skelton,

Mr. Darrell Hofland forwarded me a message regarding a slip and fall in a Sheboygan park. I am attaching a claim form that the City uses for any person who would like to file a claim. The claim form would be returned to our office.

Please let me know if you have any questions or concerns.
Thank you!

Meredith DeBruin

City Clerk
City of Sheboygan
828 Center Ave #100
Sheboygan, WI 53081
(920) 459-3364
meredith.debruin@sheboyganwi.gov

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.



HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKELTON
Printed on: January 9, 2019 5:01:53 PM CST

EOB Detail

Information

Payer	Payee
Name: Common Ground Healthcare Coop Address: Claims and Correspondence Address 2: PO Box 1630 City: Brookfield State: WI Zip Code: 53008 Contact Name: Customer Service Contact Phone: (877) 514-2442	Member Name: SKELTON, MICHAEL Member ID: 0000302262 : Group Or Policy No: WI-HIX-1 Claim Number: 2019008T0145400 Service Date: 12/25/2018 Provider Name: BAYE, PETER J

Details

Service Date	Procedure	Quantity	Charge Amt	Allowed Amount	Non Covered Charge Amt	Deductible	Copay	Coinsurance	Other Ins	Payment	Remarks
12/25/2018 - 12/25/2018	99214	1	\$374.00	\$193.35	\$180.65	\$193.35	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150
Totals:			1	\$374.00	\$193.35	\$180.65	\$193.35	\$0.00	\$0.00	\$0.00	
					Tot Patient Responsibility Amt \$193.35						

Remarks Legend

Code	Description
150	Applied to the in-network calendar year deductible.
ENP	This claim has been priced through the CGHC Envision network.

This document may contain confidential information. Please handle appropriately.
Source: FOBDetailsPrint Component: FOB

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HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKELTON
Printed on: January 9, 2019 5:01:53 PM CST

EOB Detail

Information

Payer	Payee
Name: Common Ground Healthcare Coop Address: Claims and Correspondence Address 2: PO Box 1630 City: Brookfield State: WI Zip Code: 53008 Contact Name: Customer Service Contact Phone: (877) 514-2442	Member Name: SKELTON, MICHAEL Member ID: 0000302262 : Group Or Policy No: WI-HIX-I Claim Number: 2019008T0145400 Service Date: 12/25/2018 Provider Name: BAYE, PETER J

Details

Service Date	Procedure	Quantity	Charge Amt	Allowed Amount	Non Covered Charge Amt	Deductible	Copay	CoInsurance	Other Ins	Payment	Remarks
12/25/2018 - 12/25/2018	99214	1	\$374.00	\$193.35	\$180.65	\$193.35	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150
Totals: 1			\$374.00	\$193.35	\$180.65	\$193.35	\$0.00	\$0.00	\$0.00	\$0.00	
					Tot Patient Responsibility Amt \$193.35						

Remarks Legend

Code	Description
150	Applied to the in-network calendar year deductible.
ENP	This claim has been priced through the CGHC Envision network.

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HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKELTON
Printed on: January 9, 2019 5:11:28 PM CST

EOB Detail

Information

Payer	Payee
Name: Common Ground Healthcare Coop Address: Claims and Correspondence Address 2: PO Box 1630 City: Brookfield State: WI Zip Code: 53008 Contact Name: Customer Service Contact Phone: (877) 514-2442	Member Name: SKELTON, MICHAEL Member ID: 0000302262 : Group Or Policy No: WI-HIX-1 Claim Number: 2019004T0057200 Service Date: 12/27/2018 Provider Name: LANG, MARK S

Details

Service Date	Procedure	Quantity	Charge Amt	Allowed Amount	Non Covered Charge Amt	Deductible	Copay	CoInsurance	Other Ins	Payment	Remarks
12/27/2018 - 12/27/2018	26600	1	\$1,330.00	\$875.80	\$454.20	\$875.80	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150
12/27/2018 - 12/27/2018	Q4022	1	\$75.00	\$9.91	\$65.09	\$9.91	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150
Totals:		2	\$1,405.00	\$885.71	\$519.29	\$885.71	\$0.00	\$0.00	\$0.00	\$0.00	
					Tot Patient Responsibility Amt \$885.71						

Remarks Legend

Code	Description
150	Applied to the in-network calendar year deductible.
ENP	This claim has been priced through the CGHC Invision network.

This document may contain confidential information. Please handle appropriately.

Source: EOBDetailsPrint Component: EOB

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II
R. O. No. _____ - 18 - 19. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
January 21, 2019.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2018 and ending December 31, 2018.

	2016 <u>Actual</u>	Y-T-D <u>12/31/17</u>	2017 <u>Actual</u>	Y-T-D <u>12/31/18</u>	2018 <u>Goals</u>
<u>Patrol and Investgations</u>					
Homicide	1	0	0	0	0
Rape	20	24	24	21	20
Robbery	10	11	11	11	15
Aggravated Assault	100	85	85	128	90
Violent Crime Total	131	120	120	160	125
Burglary	119	91	91	89	100
Theft	908	702	702	703	900
Motor Vehicle Theft	36	32	32	25	30
Arson	5	12	12	8	5
Property Crime Total	1068	837	837	825	1,050
Percent of Offenses Cleared	55%	47%	47%	52%	70%
Value of Property Stolen	\$497,952	\$554,070	\$554,070	\$485,282	\$500,00
Value of Property Recovered	\$204,714	\$184,216	\$184,216	\$179,946	\$200,000
Percent of Stolen Recovered	41%	33%	33%	37%	40%
Accident Investigations	1,900	1,736	1,736	1,677	1,500
Traffic Stops	4,234	6,157	6,157	5,270	-
Traffic Arrests	2,426	4,669	4,669	4,509	-
Other Arrests	3,692	2,959	3,006	3,406	-
Speed Trailer Deployments	12	7	7	17	20
HVEE Deployments	N/A	6	6	14	12
Parking Tickets Issued	4,310	10,476	10,476	9,032	10,000
Bicycles Recovered	N/A	139	139	158	150
Involuntary Commitments	N/A	161	161	121	-
<u>Administration</u>					
District Attorney Request for Digital Evidence	N/A	1,008	1,008	1,321	2,750
Open Records Requests	4,310	3,778	3,778	4,804	4,000
Nixle Messages Sent	N/A	263	263	283	250
Press Releases	N/A	25	25	41	50
Tweets	N/A	298	298	236	350
Facebook likes	6,000	8,045	8,045	10,042	9,000
Reported Crime Maps	104	100	103	89	104
Crime Comparison Reports	52	43	44	36	52
Burglary Reports	86	47	51	0	0

POLICE CHIEF

CHIPS.

III

Res. No. - 18 - 19 . By Alderpersons Donohue and Sorenson.
January 21, 2019.

A RESOLUTION authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Taxicab Driver License No. 8112 (Trevor M. Gohr), and authorizing payment for said services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that the quasi-judicial hearing is scheduled for January 30, 2019; and

WHEREAS, special outside legal counsel is required for this quasi-judicial hearing due to the conflict of interest which would result from having the City Attorney's Office represent both the Common Council and the Sheboygan Police Department at the hearing; and

WHEREAS, in the interest of keeping expenses as low as possible, special outside legal counsel will advise the Committee and in-house staff will represent the City's interest in the prosecution of the hearing.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Taxicab Driver License No. 8112 (Trevor M. Gohr), and authorizes payment for said services.

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on the Liability Insurance Administration Services Account No. 705110100-521500 in payment for said services.

*Suspend
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

III

Res. No. _____ - 18 - 19. By Alderperson Wolf. January 21, 2019.

A RESOLUTION authorizing entering into a Collateral Assignment of Development Agreement with Badger State Lofts, LP and Wisconsin Housing and Economic Development Authority regarding the Badger State Lofts project.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately in order to finalize the Collateral Assignment, noting that the Badger State Lofts project real estate transaction successfully closed on January 16, 2019.

RESOLVED: That the Common Council hereby authorizes the appropriate City officials to enter into a Collateral Assignment of Development Agreement with Badger State Lofts, LP and Wisconsin Housing and Economic Development Authority, a copy of which is attached hereto.

*Suspend
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

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (the "**Assignment**") is made effective as of January 16, 2019, by and between BADGER STATE LOFTS, LP, a Wisconsin limited partnership ("**Borrower**"), WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY, a Wisconsin public body corporate and politic ("**Lender**"), and consented to by the CITY OF SHEBOYGAN, a Wisconsin municipal corporation (the "**City**") (collectively, the "**Parties**," and each individually, a "**Party**").

RECITALS

WHEREAS, Borrower will be the owner of a mixed-use development consisting of 118 units of multifamily rental housing and approximately 8,700 square feet of commercial space known as Badger State Lofts (the "**Project**"), located in the City of Sheboygan, Sheboygan County, Wisconsin and more particularly described on Exhibit A attached hereto (the "**Mortgaged Property**");

WHEREAS, the City and Borrower have entered into that certain Development Agreement dated November 27, 2018 (the "**Development Agreement**"), which governs aspects of the development of the Mortgaged Property and the City's provision of tax increment financing ("TIF") to Borrower for the Project. A copy of the Development Agreement is attached hereto as Exhibit B;

WHEREAS, on the date hereof, Lender is making that certain loan to Borrower in the original principal amount of \$26,070,892.00, for the construction and rehabilitation of the Project on the Mortgaged Property (the "**Loan**"); and

WHEREAS, as a condition of making the Loan, Lender is requiring that the City consent to this Assignment and that Borrower enter into this Assignment.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals**. The foregoing recitals are adopted by the Parties, incorporated herein by reference, and made a part of this Assignment.

2. **Assignment**. As a condition of obtaining the Loan, Borrower hereby assigns, grants, and conveys to Lender all of its rights, title, and interest under the Development Agreement, including, but not limited to, the right to receive funds provided by the City, for collateral purposes. The Parties agree that such assignment is being done solely for the purpose of securing all payments and obligations of Borrower in relation to the Loan and all other obligations of Borrower for construction purposes or other purposes in relation to the development or use of the Mortgaged Property, and that Lender will not exercise its rights under this Assignment unless Borrower is in default under the terms and conditions of the Loan Documents (as defined below) that extends beyond any applicable notice and cure period, or the Development Agreement.

3. **Performance**. Borrower agrees to strictly perform (a) all of Borrower's obligations under this Assignment; (b) all of Borrower's obligations under the Development Agreement; and (c) all of Borrower's obligations under any agreements between Borrower and Lender associated with, or related to, the Loan (collectively, the "**Loan Documents**" as such term is defined in the Loan Agreement between Borrower and Lender executed on or about the date of this Assignment).

4. **Notice**. Borrower agrees that at no time shall Borrower be in default under the terms and conditions of the Development Agreement, and in the event that Borrower shall be in default under the

Development Agreement, or any default under the Development Agreement is about to take place, Borrower agrees to immediately notify Lender. In the event that Borrower is in default under the Development Agreement, the City shall notify Lender pursuant to Section 14 below. Borrower and Lender agree to notify the City of any Event of Default, beyond any applicable cure period, under any of the Loan Documents.

5. **Warranties and Representations by Borrower.** Borrower hereby represents and warrants that as of the date of signing this Assignment, the following:

(a) **Right to Assign.** Borrower has full right and approval from the City to assign the Development Agreement for collateral purposes.

(b) **No Prior Assignment.** Borrower has not conveyed or previously assigned any right under the Development Agreement prior to entering into this Assignment.

(c) **No Further Transfer.** Borrower will not sell, assign, encumber, or otherwise dispose of any of Borrower's rights in the Development Agreement other than those issued in this Assignment.

6. **Lender's Right to Cure.** Lender shall have the right, but not the obligation, at any time upon a default by Borrower under this Assignment that extends beyond any applicable notice and cure period, or the Development Agreement, to perform Borrower's duties and receive Borrower's benefits under the Development Agreement with respect to the Mortgaged Property. In the event of a default by Borrower, Lender shall be given a reasonable opportunity to cure any default by Borrower under the Development Agreement, all on the same terms and conditions as Borrower. Notwithstanding the foregoing, in the event of a default by Borrower under the Development Agreement that would necessitate Lender taking legal action to secure control of the Mortgaged Property in order to cure such default, Lender shall: (a) within the cure period provided in the Development Agreement, notify the City of its intent to cure such default; and (b) have 60 days from the date Lender receives notice of Borrower's default to commence such legal action; so long as Lender is expeditiously working to cure such default, the City shall not pursue its available remedies under the Development Agreement, any other agreement between the City and Borrower with respect to the Mortgaged Property, or in law or equity. Lender may engage any agent or agents as Lender deems appropriate to carry out the terms and conditions of the Development Agreement.

7. **Lender's Right to Confer with the City.** In an Event of Default under this Assignment, the Development Agreement, or the Loan Documents, Lender shall have the right to confer with the City regarding Borrower's receipt of TIF from the City, including, without limitation, the Annual Incentive Payments (as such term is defined in the Development Agreement). In an Event of Default under the Loan Documents, Lender shall have the right to confer with the City to determine whether, to the City's knowledge, any default has occurred or will soon occur with regard to Borrower's performance under the Development Agreement.

8. **Lender's Right to Receive Payments Directly from the City.** In an Event of Default under this Assignment, the Development Agreement, or the Loan Documents, Lender shall have the right to receive the City's payments of the Annual Incentive Payments directly from the City, rather than from the Borrower. Notwithstanding the foregoing, all other terms and conditions set forth in the Development Agreement shall remain in full force and effect.

9. **Consent by City.** The City hereby consents to this Assignment so long as Lender does not exercise its rights to assume the Development Agreement until such time as either: (a) Lender is notified of a default under this Assignment or under the Development Agreement, which is not cured within any applicable notice and cure period; or (b) Lender has declared an Event of Default under the Loan Documents, which is not cured within any applicable notice and cure period. Upon the occurrence and during the continuance of (a) or (b) in the preceding sentence, Lender shall have the right and

authority to assume all rights, duties and obligations of the Borrower under the Development Agreement, provided that Lender has cured any Borrower default under the Development Agreement and is not in default under the Development Agreement.

10. **Legal Expenses.** If any legal action or other proceeding between Lender and Borrower is brought for the enforcement of this Assignment, or because of an alleged or actual dispute, breach, default or misrepresentation between Lender and Borrower in connection with any provision of this Assignment, and Lender shall be successful in the enforcement of this Assignment, Lender shall be entitled to recover from Borrower reasonable attorneys' fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled.

11. **No Waiver.** The failure of Lender to insist upon any one or more instances of strict performance of any of the terms of this Assignment or to institute any action, including the rights and privileges granted to it shall not be construed as a waiver of such terms.

12. **Binding Effect.** This Assignment binds and inures to the benefit of the Parties and their respective successors and permitted assigns, as the case may be.

13. **Governing Law and Venue.** This Assignment has been negotiated and executed in the State of Wisconsin and shall be governed by and interpreted and construed in accordance with the laws of the State of Wisconsin. In the event of any dispute, the venue of any litigation shall be the Circuit Courts of Dane County, Wisconsin.

14. **Notice of Default.** Lender and City acknowledge that both have a mutual interest in the successful construction and operation of the Project, as contemplated in the Development Agreement, the Loan Documents, and the Plans (as such term is defined in the Loan Agreement even date herewith between Borrower and Lender). As such, upon a default by Borrower under the Development Agreement or under any of the Loan Documents, and prior to the City or Lender enforcing any remedy against Borrower that would have a material adverse effect on the City or Lender except in the case of an emergency; the City, in the case of a default under the Development Agreement, shall endeavor in good faith to notify Lender; and Lender, in the case of a default under any of the Loan Documents, shall endeavor in good faith to notify the City. The City and Lender shall then discuss the specifics of the default and the alternative remedies that may be available to address the default in light of the relevant facts and circumstances. The City and Lender shall work together in good faith in an effort to salvage the Project. In connection with any such effort that involves Lender assuming any obligations under the Development Agreement, the City shall in good faith consider granting any reasonable request from Lender to amend the Development Agreement so that no defaults exist under the Development Agreement at the time of assumption. Notices of default shall be given to the City and Lender at the following addresses:

City: City of Sheboygan
Sheboygan City Hall
828 Center Avenue
Sheboygan, Wisconsin 53081
Attn: City Clerk

Lender: Wisconsin Housing and Economic Development Authority
201 West Washington Avenue, Suite 700
Madison, WI 53703-2727
Attn: General Counsel

Borrower: Badger State Lofts, LP
KCG Development, LLC
9333 North Meridian Street, Suite 230,
Indianapolis, Indiana 46260

15. **Multiple Counterparts.** This Assignment may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

16. **Capitalized Terms.** Capitalized terms used but not defined in this Assignment shall have the meanings given to such terms in the Multifamily Mortgage, Assignment of Rents and Security Agreement securing the Loan or the Loan Agreement, both of even date herewith.

17. **Termination.** This Assignment shall terminate and be of no further force and effect upon repayment of the Loan.

18. **Ratification by Common Council.** This Assignment is subject to ratification by the City of Sheboygan Common Council, which, pursuant to state law, must approve the terms in this Assignment relating to legal rights of the City that are affected by the Assignment. Notwithstanding this clause, the all of the terms and agreements contained in the Developer's Agreement between the City and the Borrower remain in full effect, as the Common Council has approved said agreement and no further agreement is required to effectuate the terms of that Agreement. Additionally, City staff agree to recommend that the Common Council ratify the agreement, and the City's legal counsel has already indicated his approval of the terms and his recommendation that the Common Council ratify this Assignment in furtherance of the City's interests in the aforesaid Developer's Agreement.

[Signature Pages Follow.]

EACH PARTY ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THIS ASSIGNMENT.

IN WITNESS HEREOF, the parties have hereunto set their hands the day and year first above written.

BORROWER:

BADGER STATE LOFTS, LP
a Wisconsin limited partnership

By: **KCG BADGER STATE LOFTS GP, LLC**
a Wisconsin limited liability company
Its: General Partner

By: **KCG HOLDINGS, LLC**
a Florida limited liability company
Its: Member

By: _____
Robert J. Pasquesi, II
President

LENDER:

**WISCONSIN HOUSING AND ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
Sean O'Brien
Director, Commercial Lending

CITY OF SHEBOYGAN:

By: _____
Michael J. Vandersteen, Mayor

ATTEST:

By: _____
Meredith DeBruin, City Clerk

**Project No. 6364
Loan No. 6364
MID No. 52992**

EXHIBIT A

Legal Description

ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

APN: 59281-505650

EXHIBIT B

**Copy of Development Agreement
between the City of Sheboygan and Badger State Lofts, LP**

See attached.

III

Res. No. - 18 - 19 . By Alderpersons Wolf and Sorenson.
January 21, 2019.

A RESOLUTION authorizing the Engineering Division of the Department of Public Works to advertise certain specified projects for bid.

WHEREAS, the Engineering Division of the Department of Public Works ("Engineering Division") has prepared or caused to be prepared the necessary plans and specifications ("Plans") so that certain projects identified in the Department of Public Works' 2019 Program Budget, which was previously submitted and approved by the Common Council of the City of Sheboygan ("Common Council"), are now ready to be advertised for bids.

NOW, THEREFORE, BE IT RESOLVED: That the Engineering Division is hereby authorized and directed on behalf of the Board of Public Works to advertise for bids on the following projects:

1. 2019 Sidewalk Program
2. 2019 Resurfacing
 - a. Geele Avenue (Calumet Drive to N. 23rd Street)
 - b. N. 10th Street (Erie Avenue to Superior Avenue)
 - c. N. 10th Street (North Avenue to Pershing Avenue)
3. Badger Loft Road Reconstruction
 - a. Illinois Avenue (S. Commerce Street to S. 12th Street)
 - b. Maryland Avenue (S. 11th Street to S. Commerce Street)
 - c. S. 11th Street (Maryland Avenue to Indiana Avenue)
 - d. S. 10th Street (Illinois Avenue to Indiana Avenue)
4. N. 15th Street (Wisconsin Avenue to Niagara Avenue)
5. 2019 Sanitary Sewer Televising
6. SouthPointe Tree Planting
7. Vollrath Park Tennis Court
8. Deland Park Maintenance Building
9. S. 7th Street Sidewalk Ramp Reconstruction
10. Sanitary Sewer Interceptor Televising
11. 2019 Mini-Storm Sewer Program.

BE IT FURTHER RESOLVED: That the Engineering Division shall comply with all requirements imposed on an Advertisement for Bids, including the requirements set forth in Wis. Stat. § 62.15(3). For the avoidance of doubt, the Engineering Division shall publish a Class 2 Notice for each project set forth above, pursuant to Wis. Stat. 985, and by any other means as the Engineering Division deems desirable and in the best interests of the City. No bid shall be received unless accompanied by a certified check or a bid bond equal to at least 5 percent but not more than 10 percent of the bid payable to the city as a guaranty that if the bid is accepted the bidder will execute and file the proper contract and bond within the time limited by the city. If the successful bidder so

Public
Works

files the contract and bond, upon the execution of the contract by the City the check shall be returned. In case the successful bidder fails to file such contract and bond, the amount of the check or bid bond shall be forfeited to the city as liquidated damages. The notice published shall inform bidders of this requirement.

BE IT FURTHER RESOLVED: That upon receipt of bids for each project set forth above, the City Engineer shall submit a resume of bids received and accepted to the Common Council for further consideration.

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

Dated _____ 20 . _____, City Clerk
Approved _____ 20 . _____, Mayor

III

Res. No. _____ - 18 - 19. By Alderpersons Wolf and Sorenson.
January 21, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated January 3, 2019), I.D. 4640-01-01_72, to update nine signalized intersections along the 2.4 mile STH 28/14th Street corridor from North Avenue to Indiana Avenue.

WHEREAS, the proposed improvements to this corridor includes adding radio communication infrastructure, installing video detection, removing outdated loop detectors, conducting 13-hour intersection turning movement counts, preparing traffic signal coordination timing plans, and retiming and coordinating traffic signals.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation, a copy of which is attached hereto and incorporated herein, to update nine signalized intersections along the STH 28/14th Street corridor from North Avenue to Indiana Avenue for the proposed sum of \$758,800.00, of which the Federal Share is \$607,040.00 and of which the City of Sheboygan's share is \$151,760.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

BE IT FURTHER RESOLVED: That any previous authorization to draw orders on a previous version of this Agreement is terminated as of the effective date of this Resolution.

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



**STATE/MUNICIPAL AGREEMENT
FOR A LOCALLY LET CMAQ
PROJECT**

Program Name: Congestion Mitigation and
Air Quality Improvement (CMAQ)
Sub-program #: 211

Date: January 3, 2019

I.D.: 4640-01-01_72

Project Title: **STH 28 / 14th Street Traffic Flow
Improvement**

Location/Limits (as applicable): **North Avenue –
Indiana Avenue**

County: **Sheboygan**

Project Length (if applicable): **2.40 miles**

Counties Served: **Sheboygan**

Project Sponsor: **City of Sheboygan**

Sponsor County: **Sheboygan**

MPO Area: **Sheboygan**

The signatory, City of Sheboygan, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

23 U.S.C. 149 and Wis. Stat. 85.245 authorize the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: The proposed project adds radio communication to the nine signalized intersections along the 2.4 mile STH 28 / 14th Street corridor from North Avenue to Indiana Avenue. The proposed project includes adding radio communication infrastructure, installing video detection, remove outdated loop detectors, conduct 13-hour intersection turning movement counts, preparation of traffic signal coordination timing plans and retiming and coordinating traffic signals.

Need for or Benefits of Project – summarize reasons for request: The proposed project will reduce noxious emissions such as nitrous oxide (NO), carbon monoxide (CO), and hydro carbons by reducing vehicle delays through non-invasive, cost-effective technologies. Signal coordination and retiming with comprehensive use of video detection will maximize the efficiency of the existing roadway network.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal and state requirements: **NONE**

The Project Sponsor agrees to the following FY 2018-2022 CMAQ Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of \$607,040 for all federal funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$607,040 federal funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. A completion deadline of June 30, 2025. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 4640-01-01					
Design	\$93,500	\$74,800	80%*	\$18,700	20%*
Design Review #	\$62,400	\$49,920	80%*	\$12,480	20%*
ID 4640-01-72					
Participating Construction	\$519,700	\$415,760	80%*	\$103,940	20%*
Participating Construction Review #	\$83,200	\$66,560	80%*	\$16,640	20%*
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Total Est. Cost Distribution	\$758,800	\$607,040	MAX	\$151,760	N/A

*This project has a CMAQ federal/earmark funding maximum of \$607,040. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of City of Sheboygan: _____ (please sign in blue ink)

Name (print)

Title (print)

Date

Signed for and in behalf of the State _____ (please sign in blue ink)

Brian Brock
Name

NE Region SPO Chief
Title

Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging. Authorization is required for each separate project phase or ID.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding of the project is subject to inclusion in Wisconsin's approved CMAQ program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering.
- i. State Review Services.

6. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements

of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
17. The project is subject to a discretionary DBE goal assessment.
18. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
22. Federal Single Audits of the Project Sponsor:

- a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. 2 CFR 200).
 - b. This audit shall be performed in accordance with federal OMB Circular No 2 CFR 200 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
25. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.

- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

27. The subject project must be completed by June 30, 2025 and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

28. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct

result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
29. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 – Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.
30. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
31. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

32. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

33. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

34. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

35. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

36. The Project Sponsor agrees to the following FY 2018-2022 CMAQ program project funding conditions:

- a. ID 4640-01-01: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
- b. ID 4640-01-72: Construction:
 - i. Costs for traffic signal radio communication and video detection installation and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
- c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$607,040 is cumulative for all federal funded project phases.

[End of Document]

III

Res. No. - 18 - 19 . By Alderpersons Wolf and Sorenson.
January 21, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated January 3, 2019), I.D. 4650-02-00_71, to update seven signalized intersections along the 1.87 mile STH 23/Kohler Memorial Drive/Erie Avenue corridor from Taylor Drive to 9th Street.

WHEREAS, the proposed improvements to this corridor include adding radio communication infrastructure, installing video detection, removing outdated loop detectors, conducting 13-hour intersection turning movement counts, preparing traffic signal coordination timing plans, and retiming and coordinating traffic signals.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation, a copy of which is attached hereto and incorporated herein, to update seven signalized intersections along the STH 23/Kohler Memorial Drive/Erie Avenue corridor from Taylor Drive to 9th Street for the proposed sum of \$518,100.00, of which the Federal Share is \$414,480.00 and of which the City of Sheboygan's share is \$103,620.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

BE IT FURTHER RESOLVED: That any previous authorization to draw orders on a previous version of this Agreement is terminated as of the effective date of this Resolution.

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



**STATE/MUNICIPAL AGREEMENT
FOR A LOCALLY LET CMAQ
PROJECT**

Program Name: Congestion Mitigation and
Air Quality Improvement (CMAQ)
Sub-program #: 211

Date: January 3, 2019

I.D.: 4650-02-00_71

Project Title: **STH 23 / Kohler Memorial Drive /
Erie Avenue Traffic Flow Improvement**

Location/Limits (as applicable): **S. Taylor Drive –
N. 9th Street**

County: **Sheboygan**

Project Length (if applicable): **1.87 miles**

Counties Served: **Sheboygan**

Project Sponsor: **City of Sheboygan**

Sponsor County: **Sheboygan**

MPO Area: **Sheboygan**

The signatory, City of Sheboygan, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

23 U.S.C. 149 and Wis. Stat. 85.245 authorize the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: The proposed project adds radio communication to the seven signalized intersections along the 1.87 mile STH 23 / Kohler Memorial Drive / Erie Avenue corridor from Taylor Drive to 9th Street. The proposed project includes adding radio communication infrastructure, installing video detection, remove outdated loop detectors, conduct 13-hour intersection turning movement counts, preparation of traffic signal coordination timing plans and retiming and coordinating traffic signals.

Need for or Benefits of Project – summarize reasons for request: The proposed project will reduce noxious emissions such as nitrous oxide (NO), carbon monoxide (CO), and hydro carbons by reducing vehicle delays through non-invasive, cost-effective technologies. Signal coordination and retiming with comprehensive use of video detection will maximize the efficiency of the existing roadway network.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal and state requirements: NONE

The Project Sponsor agrees to the following FY 2018-2022 CMAQ Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of \$414,480 for all federal funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$414,480 federal funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. A completion deadline of June 30, 2025. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 4650-02-00					
Design	\$63,900	\$51,120	80%*	\$12,780	20%*
Design Review #	\$42,600	\$34,080	80%*	\$8,520	20%*
ID 4650-02-71					
Participating Construction	\$354,800	\$283,840	80%*	\$70,960	20%*
Participating Construction Review #	\$56,800	\$45,440	80%*	\$11,360	20%*
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Total Est. Cost Distribution	\$518,100	\$414,480	MAX	\$103,620	N/A

*This project has a CMAQ federal/earmark funding maximum of \$414,480. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of City of Sheboygan: _____ (please sign in blue ink)

Name (print)

Title (print)

Date

Signed for and in behalf of the State _____ (please sign in blue ink)

Brian Brock
Name

NE Region SPO Chief
Title

Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging. Authorization is required for each separate project phase or ID.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding of the project is subject to inclusion in Wisconsin's approved CMAQ program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering.
- i. State Review Services.

6. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements

of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
17. The project is subject to a discretionary DBE goal assessment.
18. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
22. Federal Single Audits of the Project Sponsor:

- a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. 2 CFR 200).
 - b. This audit shall be performed in accordance with federal OMB Circular No 2 CFR 200 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
25. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.

- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

27. The subject project must be completed by June 30, 2025 and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

28. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct

Res. No. - 18 - 19 . By Alderpersons Wolf and Sorenson.
January 21, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated January 3, 2019), I.D. 4291-00-01_71, to update nine signalized intersections along the 1.63 mile Taylor Drive corridor from Superior Avenue to Indiana Avenue.

WHEREAS, the proposed improvements to this corridor include adding radio communication infrastructure, installing video detection, removing outdated loop detectors, conducting 13-hour intersection turning movement counts, preparing traffic signal coordination timing plans, and retiming and coordinating traffic signals.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation, a copy of which is attached hereto and incorporated herein, to update nine signalized intersections along the Taylor Drive corridor from Superior Avenue to Indiana Avenue for the proposed sum of \$666,900.00, of which the Federal Share is \$533,520.00 and of which the City of Sheboygan's share is \$133,380.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

BE IT FURTHER RESOLVED: That any previous authorization to draw orders on a previous version of this Agreement is terminated as of the effective date of this Resolution.

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.
January 21, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated January 3, 2019), I.D. 4291-00-01_71, to update nine signalized intersections along the 1.63 mile Taylor Drive corridor from Superior Avenue to Indiana Avenue.

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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



**STATE/MUNICIPAL AGREEMENT
FOR A LOCALLY LET CMAQ
PROJECT**

Program Name: Congestion Mitigation and
Air Quality Improvement (CMAQ)
Sub-program #: 211

Date: January 3, 2019

I.D.: 4291-00-01_71

Project Title: **Taylor Drive Traffic Flow
Improvement**

Location/Limits (as applicable): **Superior Avenue
– Indiana Avenue**

County: **Sheboygan**

Project Length (if applicable): **1.63 miles**

Counties Served: **Sheboygan**

Project Sponsor: **City of Sheboygan**

Sponsor County: **Sheboygan**

MPO Area: **Sheboygan**

The signatory, City of Sheboygan, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

23 U.S.C. 149 and Wis. Stat. 85.245 authorize the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: The proposed project adds radio communication to the nine signalized intersections along the 1.63 mile Taylor Drive corridor from Superior Avenue to Indiana Avenue. The proposed project includes adding radio communication infrastructure, installing video detection, remove outdated loop detectors, conduct 13-hour intersection turning movement counts, preparation of traffic signal coordination timing plans and retiming and coordinating traffic signals.

Need for or Benefits of Project – summarize reasons for request: The proposed project will reduce noxious emissions such as nitrous oxide (NO), carbon monoxide (CO), and hydro carbons by reducing vehicle delays through non-invasive, cost-effective technologies. Signal coordination and retiming with comprehensive use of video detection will maximize the efficiency of the existing roadway network.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal and state requirements: **NONE**

The Project Sponsor agrees to the following FY 2018-2022 CMAQ Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of \$533,520 for all federal funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$533,520 federal funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. A completion deadline of June 30, 2025. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 4291-00-01					
Design	\$82,200	\$65,760	80%*	\$16,440	20%*
Design Review #	\$54,800	\$43,840	80%*	\$10,960	20%*
ID 4291-00-71					
Participating Construction	\$456,800	\$365,440	80%*	\$91,360	20%*
Participating Construction Review #	\$73,100	\$58,480	80%*	\$14,620	20%*
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Total Est. Cost Distribution	\$666,900	\$533,520	MAX	\$133,380	N/A

*This project has a CMAQ federal/earmark funding maximum of \$533,520. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of City of Sheboygan: _____ (please sign in blue ink)

Name (print)

Title (print)

Date

Signed for and in behalf of the State _____ (please sign in blue ink)

Brian Brock
Name

NE Region SPO Chief
Title

Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging. Authorization is required for each separate project phase or ID.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding of the project is subject to inclusion in Wisconsin's approved CMAQ program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering.
- i. State Review Services.

6. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements

of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
17. The project is subject to a discretionary DBE goal assessment.
18. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
22. Federal Single Audits of the Project Sponsor:

- a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. 2 CFR 200).
 - b. This audit shall be performed in accordance with federal OMB Circular No 2 CFR 200 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
25. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.

- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

27. The subject project must be completed by June 30, 2025 and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

28. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct

result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
29. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 – Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.
30. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
31. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

32. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

33. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

34. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

35. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

36. The Project Sponsor agrees to the following FY 2018-2022 CMAQ program project funding conditions:

- a. ID 4291-00-01: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
- b. ID 4291-00-71: Construction:
 - i. Costs for traffic signal radio communication and video detection installation and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
- c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$533,520 is cumulative for all federal funded project phases.

[End of Document]

III

Res. No. _____ - 18 - 19. By Alderpersons Wolf and Sorensen.
January 21, 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 purposes of:

Establishing appropriations for emergency bridge repairs that periodically arise during the year due to unforeseen circumstances:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Contingency Fund Balance 10199020-810103	Contractor Services 40033170-521900	\$15,000.00

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

Res. No. - 18 - 19 . By Alderpersons Wolf and Sorensen.
January 21, 2019.

A RESOLUTION consenting to the construction of a new spectator deck at Wildwood/Sheboygan A's Mary Testwuide Knauf Baseball Park.

WHEREAS, the City is the owner of Wildwood Baseball Park, which is used extensively by Sheboygan Athletic Club, Inc. ("Sheboygan A's") for baseball activities pursuant to an Agreement between the City and the Sheboygan A's ("Agreement"); and

WHEREAS, pursuant to the Agreement, the Sheboygan A's must obtain the City's consent prior to constructing any construction, alteration, addition, improvement, or repair to Mary Testwuide Knauf Baseball Park (the "Park") which is estimated to cost in excess of \$1,000; and

WHEREAS, the Sheboygan A's desires to construct a new spectator deck at its expense; and

WHEREAS, the Sheboygan A's have worked with Abacus Architects to obtain a design for that new spectator deck, a copy of which is attached to this Resolution and incorporated herein by reference; and

WHEREAS, the construction of a new spectator deck is in the best interests of the City and the Sheboygan A's.

NOW, THEREFORE, BE IT RESOLVED: That the City, pursuant to Section F(5)(1) of the Agreement, consents to the construction of a new spectator deck in substantially similar form to the attached plans, at the sole expense of the Sheboygan A's.

*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____.

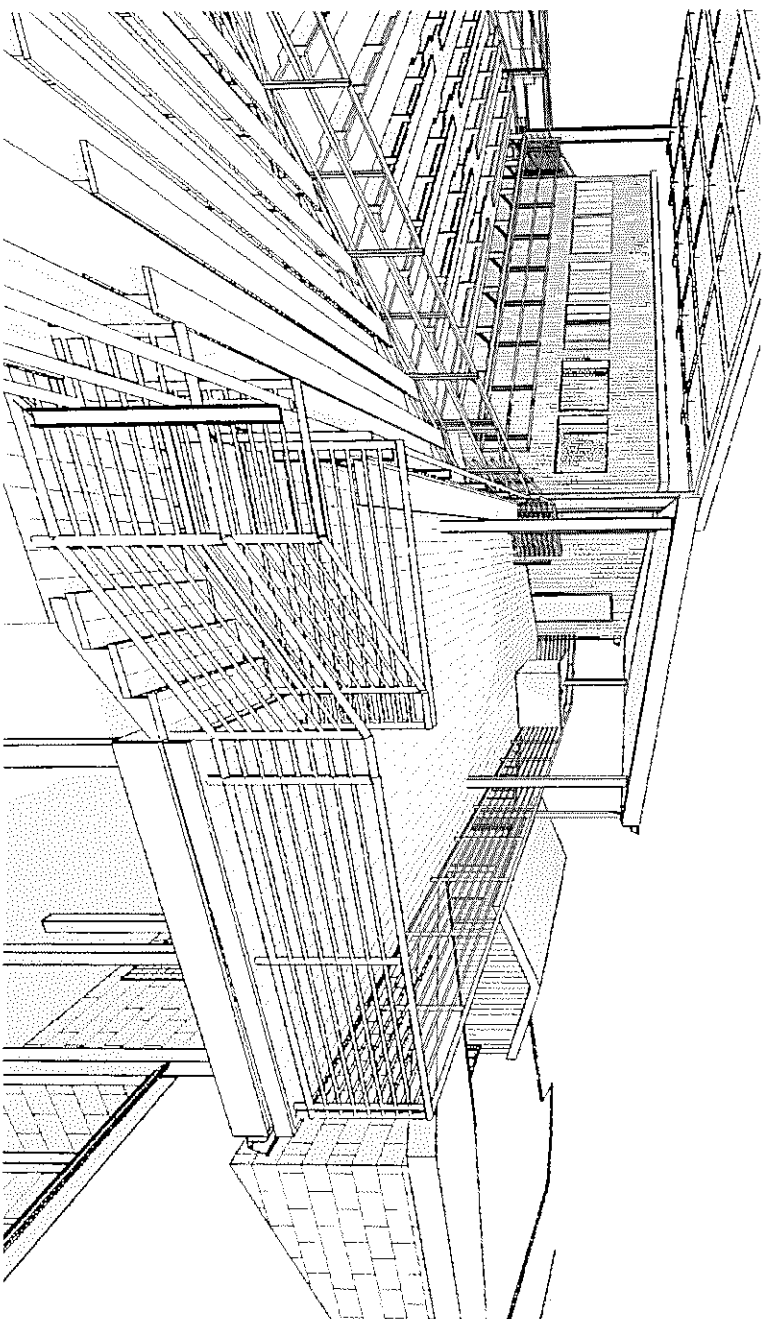
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

NEW SPECTATOR DECK FOR:

WILDWOOD PARK

2276 NEW JERSEY, SHEBOYGAN, WI 53081



ARCHITECTURAL

ABACUS ARCHITECTS, INC.
1135A MICHIGAN AVENUE
SHEBOYGAN, WISCONSIN 53081
P: 920-452-4444

A 101	TITLE SHEET
A 301	DEMOLITION PLAN
A 302	DECK PLANS
A 501	SECTIONS AND ELEVATIONS
A 502	SECTIONS

PROJECT NOTES

EXTENT OF WORK
THE INTENT OF THE CONTRACT DOCUMENTS IS TO PROVIDE ALL NECESSARY INFORMATION FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

NOTICE TO BIDDERS

BIDDERS SHALL REVIEW ALL DRAWINGS AND ALL SPECIFICATIONS AND CONDITIONS OF CONTRACT BEFORE PREPARING AND SUBMITTING BIDS. BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

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PROJECT INFORMATION

APPLICABLE BUILDING CODES
2015 WISCONSIN COMMERCIAL BUILDING CODE (2015 CBC)

BUILDING AREA
NEW BUILDING AREA:
DECK AREA: 4,800 SF

CONSTRUCTION CLASSIFICATION
TYPE VB CONSTRUCTION (W.C.B.C. SECTION 602.5)

OCCUPANCY CLASSIFICATION
ASSEMBLY GROUP 1-A.5 (W.C.B.C. SECTION 303.4)

FIRE PROTECTION
BUILDING IS UN-FIREPROTECTED

MATERIALS AND SYMBOLS

	POLISHED LUMBER		CENTER LINE
	FINISH LUMBER		PROPERTY LINE
	STRUCTURAL STEEL		NEW CONTOURS
	BRICK		EXISTING CONTOURS
	CONCRETE MASONRY UNIT		ELEVATION MASTER
	POURED-IN-PLACE CONCRETE		ELEVATION REFERENCE
	METAL / WOOD STUD WALL		SECTION REFERENCE
	GLAZING		PLAN / DETAIL REFERENCE
	SPRAYED FOAM INSULATION		Ceiling Type
	BATT INSULATION		Floor Type
	RIGID INSULATION		Wall Type
	PLYWOOD / PARTICLE BOARD		Window Tag
	LAND / MOISTURE / ORGANIC BOARD		Plan Note Tag
	COMPACTED DRIVEWAY FILL		Demolition Note Tag
	COMPACTED STRUCTURAL FILL		Region Tag
	TOPSOIL		
	NON-STRUCTURAL FILL		
	EXISTING CONSTRUCTION / MATERIAL		

VIEW NAME: XXX
SCALE: 1/8" = 1'-0"

ABACUS
ARCHITECTS

REVISIONS:

NOTED TO BIDDERS:
BIDDERS SHALL REVIEW ALL DRAWINGS AND ALL SPECIFICATIONS AND CONDITIONS OF CONTRACT BEFORE PREPARING AND SUBMITTING BIDS. BIDDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

ISSUE DATE: 12/18/2018

NEW SPECTATOR DECK FOR:

WILDWOOD PARK

2276 NEW JERSEY, SHEBOYGAN, WI 53081

1135A MICHIGAN AVE. SHEBOYGAN, WI 53081 (920) 452-4444 225 EAST ST. PAUL AVE. MILWAUKEE, WI 53202 (414) 837-6450

PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN BY: JMM

CHECKED BY: Checker

A

101

PROJ. NO. 2015-79

GENERAL PLAN NOTES

- CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES, AND STANDARDS.
- THE INSTALLATION AND EXECUTION OF ALL PRODUCTS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS, INSTRUCTIONS AND SPECIFICATIONS.
- ALL EXISTING CONDITIONS AND DIMENSIONS SHOWN ON PLANS ARE TO BE FIELD VERIFIED PRIOR TO DEMOLITION AND CONSTRUCTION.
- EACH TRADE IS RESPONSIBLE FOR THE DEMOLITION IN THEIR AREA OF EXPERTISE.

DEMOLITION PLAN KEYNOTES

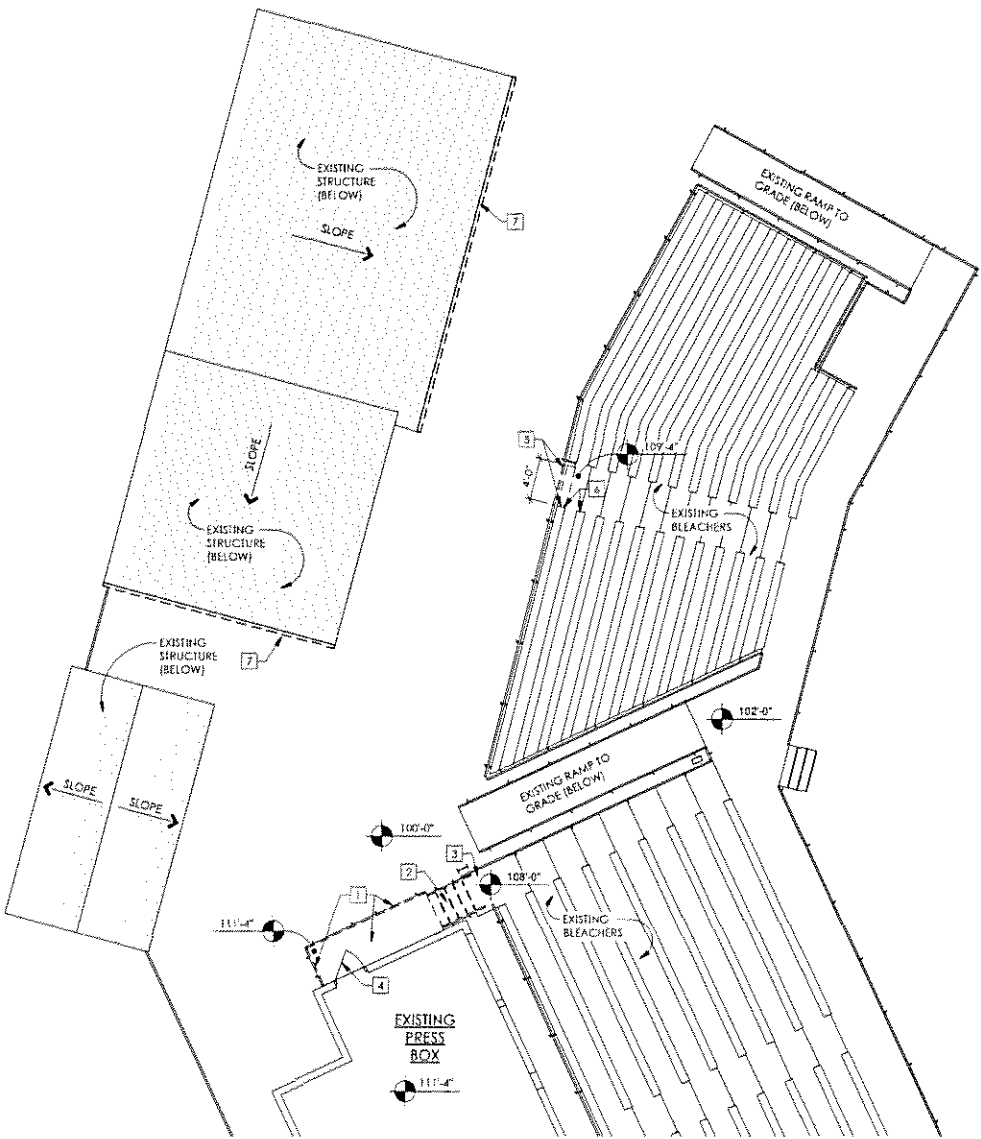
NO.	DESCRIPTION
1	REMOVE EXISTING ELEVATED DECK, SUPPORT COLUMNS, GUARDS AND ALL ASSOCIATED CONSTRUCTION - PATCH AND REPAIR EXISTING ADJACENT CONSTRUCTION AS NEEDED FOR NEW PLAN.
2	TEMPORARILY REMOVE EXISTING STAIR & ALL ASSOCIATED EQUIPMENT AND SALVAGE FOR RE-USE IN EXISTING LOCATION.
3	EXISTING BLEACHER CONSTRUCTION AND STAIR LANDING TO REMAIN.
4	EXISTING SECOND FLOOR PRESS BOX DOOR AND WINDOWS TO REMAIN.
5	REMOVE SEGMENT OF EXISTING GUARD RAIL AND BLEACHER SEAT AS NECESSARY FOR INSTALLATION OF NEW STAIR - CAP AND REPAIR ADJACENT CONSTRUCTION TO REMAIN AS NECESSARY. SEE NEW PLAN FOR ADDITIONAL INFORMATION.
6	ALIGN END OF TOP BLEACHER SEAT, FOLLOWING REMOVAL OF SEGMENT, WITH EXISTING BLEACHER SEATS BELOW ON SOUTH SIDE OF AISLE.
7	REMOVE EXISTING GUTTER AND DOWNSPOUT



REVISIONS:

NOTICE TO BIDDERS
BIDDERS SHALL REVIEW ALL DRAWINGS AND SPECIFICATION SECTIONS TO DETERMINE THE IMPACT OF OTHER SECTIONS OF WORK ON THEIR OWN WORK.

© 2018 ABACUS ARCHITECTS, P.C.



DEMOLITION PLAN
SCALE: 1/8" = 1'-0"



ISSUE DATE: 12/18/2018
NEW SPECTATOR DECK FOR:
WILDWOOD PARK

2276 NEW JERSEY, SHEBOYGAN, WI 53081

1135A MICHIGAN AVE. SHEBOYGAN, WI 53081 | (920) 452-4444 | 225 EAST ST. PAUL AVE. MILWAUKEE, WI 53202 | (414) 837-6450

PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN BY: JAM

CHECKED BY: Checker

A
301

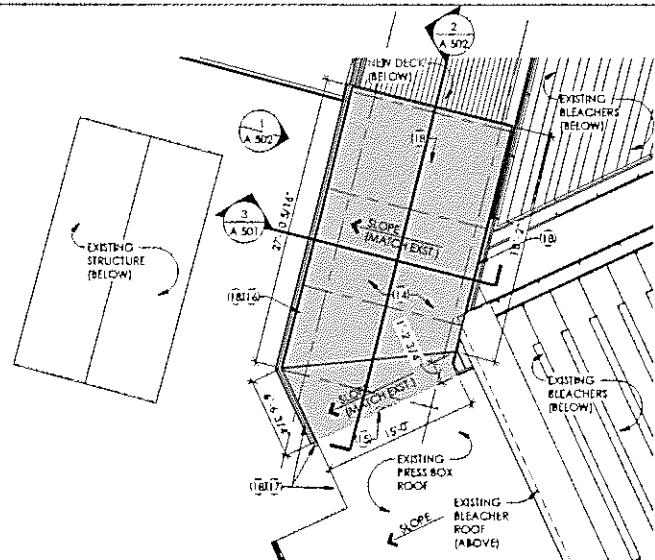
PROJ. NO. 2015-79

GENERAL PLAN NOTES

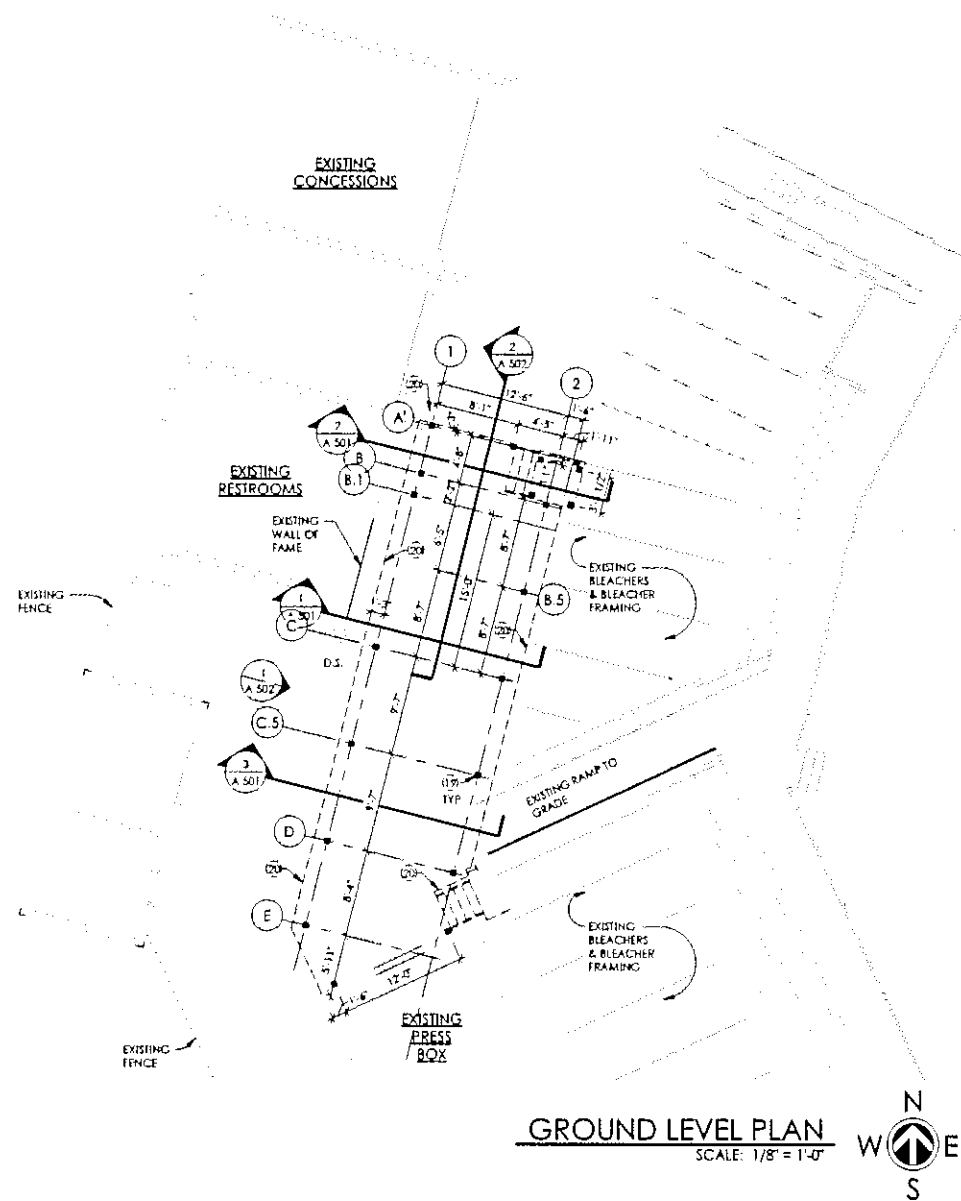
- CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES, AND STANDARDS.
- THE INSTALLATION AND EXECUTION OF ALL PRODUCTS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS, INSTRUCTIONS AND SPECIFICATIONS.
- ALL EXISTING CONDITIONS AND DIMENSIONS SHOWN ON PLANS ARE TO BE FIELD VERIFIED PRIOR TO DEMOLITION AND CONSTRUCTION.
- EACH TRADE IS RESPONSIBLE FOR THE DEMOLITION IN THEIR AREA OF EXPERTISE.

ROOF SYMBOLS

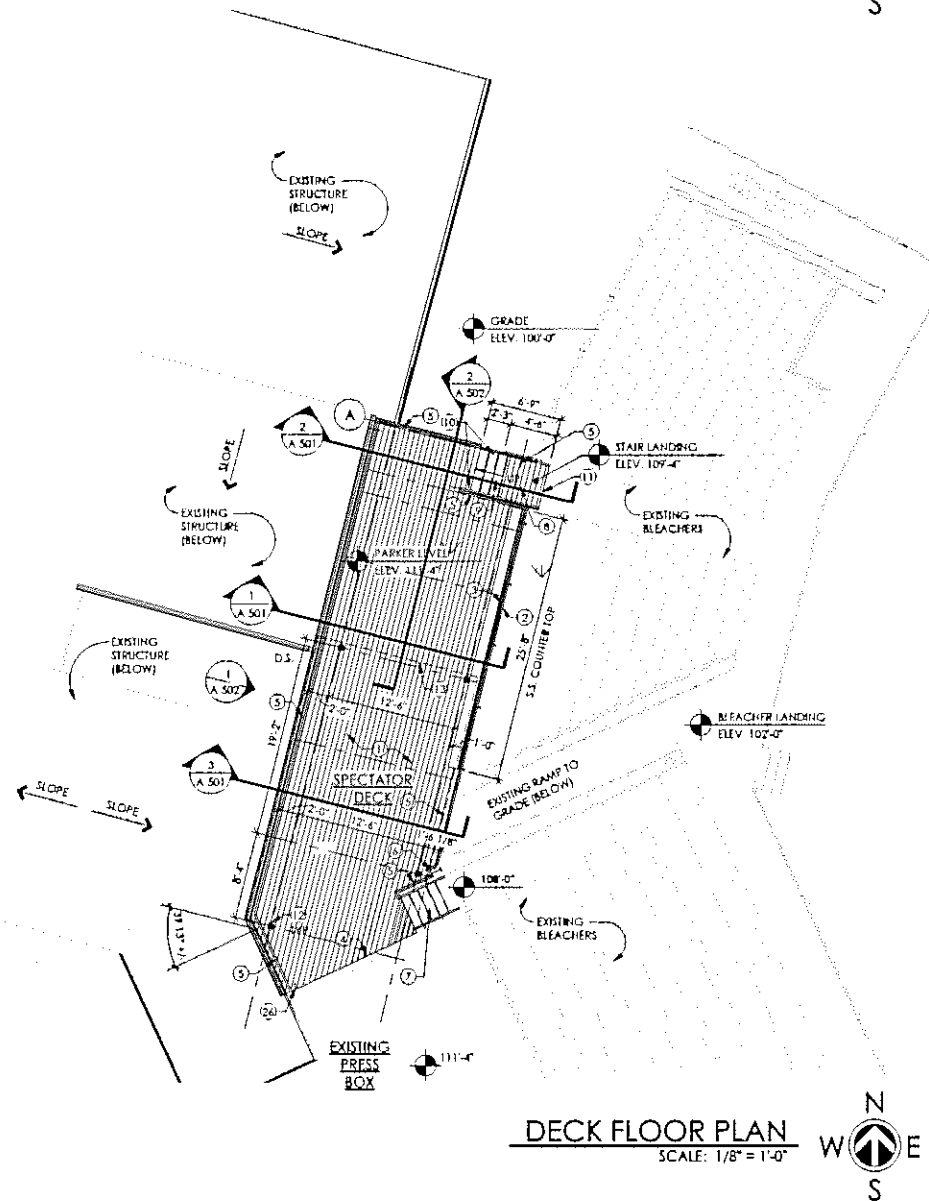
- SLOPED STRUCTURE ROOF DRAINAGE ROOF CONSTRUCTION VARIES
- FILLED REGION DENOTES AREA OF NEW ROOF CONSTRUCTION



ROOF PLAN
SCALE: 1/8" = 1'-0"



GROUND LEVEL PLAN
SCALE: 1/8" = 1'-0"



DECK FLOOR PLAN
SCALE: 1/8" = 1'-0"

FLOOR PLAN KEYNOTES

NO.	DESCRIPTION
1	COMPOSITE DECKING ON PRESERVATIVE TREATED WOOD JOISTS. SEE STRUCTURAL DRAWINGS.
2	EXISTING GUARD AT TOP OF BLEACHERS TO REMAIN.
3	ALIGN NEW DECK WITH BACK SIDE OF EXISTING GUARD - NOTCH DECK CONSTRUCTION AROUND EXISTING GUARD SUPPORTS AS NECESSARY.
4	SECURE DECK CONSTRUCTION TO EXISTING PRESS BOX STRUCTURE. SEE STRUCTURAL DRAWINGS.
5	NEW 1 1/2" O.D. PAINTED STEEL GUARD RAIL (42" HIGH) WITH 1" HORIZONTAL INTERMEDIATE STEEL RAILS. GUARD SHALL NOT HAVE OPENINGS WHICH ALLOW PASSAGE OF A 4" SPHERE FROM THE WALKING SURFACE TO THE REQUIRED GUARD HEIGHT PER IBC 1015.4. THE TRIANGULAR OPENINGS AT THE OPEN SIDES OF A STAIR FORMED BY THE RISER, TREAD AND BOTTOM RAIL SHALL NOT ALLOW PASSAGE OF A SPHERE 6" IN DIAMETER PER IBC 1015.4. EXCEPTION 2. GUARD MUST BE DESIGNED TO RESIST A LOAD OF 50 POUNDS PER LINEAR FOOT PER IBC 1607.8.1 AND DESIGNED TO RESIST A SINGLE CONCENTRATED LOAD OF 200 POUNDS APPLIED IN ANY DIRECTION PER IBC 1607.8.1.1. REFER TO SECTIONS AND FOR ADDITIONAL INFORMATION.
6	NOTCH DECK & GUARD CONSTRUCTION AROUND EXISTING STRUCTURAL COLUMN AS NECESSARY.
7	REINSTALL SALVAGED STAIR AND ALL ASSOCIATED EQUIPMENT IN EXISTING LOCATION.
8	STAIR LANDING ELEVATION TO MATCH HEIGHT OF TOP BLEACHER TREAD. CONSTRUCTION TO BE COMPOSITE DECKING ON PRESERVATIVE TREATED WOOD FRAMING. SEE STRUCTURAL DRAWINGS.
9	PREFABRICATED METAL STAIR WITH 4 EQUAL RISERS INCLUDING TOP STEP TO DECK SURFACE (7" MAX.) - SECURED TO DECK & LANDING.
10	1 1/2" O.D. PAINTED STEEL HANDRAILS (36" HIGH) ATTACHED TO ADJACENT GUARD WITH HANDRAIL EXTENSIONS PER IBC 1014.6. HANDRAIL MUST BE DESIGNED TO RESIST A LOAD OF 50 POUNDS PER LINEAR FOOT PER IBC 1607.8.1. AND DESIGNED TO RESIST A SINGLE CONCENTRATED LOAD OF 200 POUNDS APPLIED IN ANY DIRECTION PER IBC 1607.8.1.1. SEE SECTIONS FOR ADDITIONAL INFORMATION.
11	ALIGN EDGE OF STAIR LANDING WITH BACK EDGE OF TOP BLEACHER TREAD AND SECURE TO EXISTING BLEACHERS. SEE STRUCTURAL DRAWINGS.
12	COLUMN TO SUPPORT EXTENDED ROOF ABOVE. SEE STRUCTURAL DRAWINGS FOR EXACT COLUMN DESIGN AND LOCATIONS. TYPICAL.
13	DASHED LINE DENOTES PERIMETER OF ROOF EXTENSION ABOVE. SEE ROOF PLAN.
14	ASPHALT SHINGLES OVER # 15 ROOFING FELT ON 3/4" OSB SHEATHING ON WOOD STRUCTURE. SEE STRUCTURAL DRAWINGS.
15	REMOVE EXISTING FACIA WHERE NECESSARY FOR NEW ROOF EXTENSION AND TIE NEW ROOF CONSTRUCTION INTO EXISTING AS NEEDED TO PROVIDE SEAMLESS TRANSITION TO THE FULLEST EXTENT POSSIBLE.
16	NEW PREFABRICATED ALUMINUM GUTTER - STYLE & FINISH TO MATCH EXISTING.
17	REMOVE EXISTING GUTTER AND DOWNSPOUT AS NECESSARY AND REPLACE WITH NEW PREFABRICATED ALUMINUM GUTTER & DOWNSPOUT AT ROOF EXTENSION AND ADJACENT LOCATION - STYLE & FINISH TO MATCH EXISTING.
18	NEW FACIA CONSTRUCTION TO MATCH EXISTING - PROVIDE FLASHING AT ROOF EDGES AND GU.
19	COLUMNS FOR DECK AND STAIR LANDING ABOVE - LOCATIONS SHOWN AND DIMENSIONS ARE FOR REFERENCE ONLY. SEE STRUCTURAL DRAWINGS FOR EXACT LOCATIONS AND SPECIFICATIONS.
20	DASHED LINE DENOTES PERIMETER OF DECK AND STAIR LANDING ABOVE.
26	ROUGH IN HOT/ COLD WATER AND DRAIN FOR FUTURE SINK.



REVISIONS:

NOTICE TO BUILDERS
BUILDERS SHALL REVIEW ALL DRAWINGS AND SPECIFICATION SECTIONS TO DETERMINE THE IMPACT OF OTHER SECTIONS OF WORK ON THEIR OWN WORK.
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ISSUE DATE: 12/18/2018
NEW SPECTATOR DECK FOR:

WILDWOOD PARK

2276 NEW JERSEY, SHEBOYGAN, WI 53081

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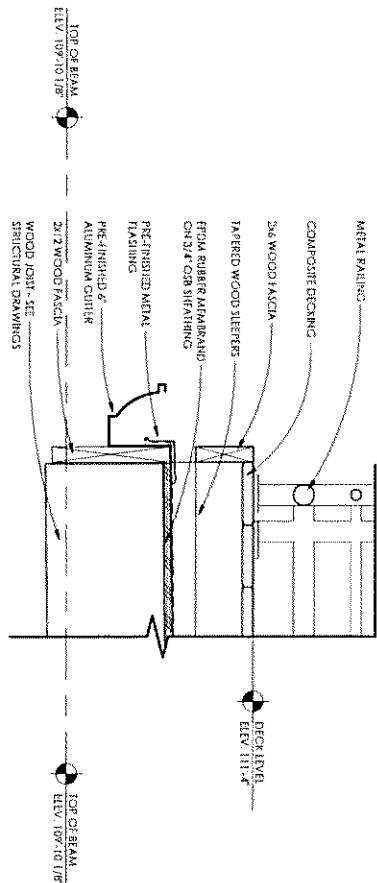
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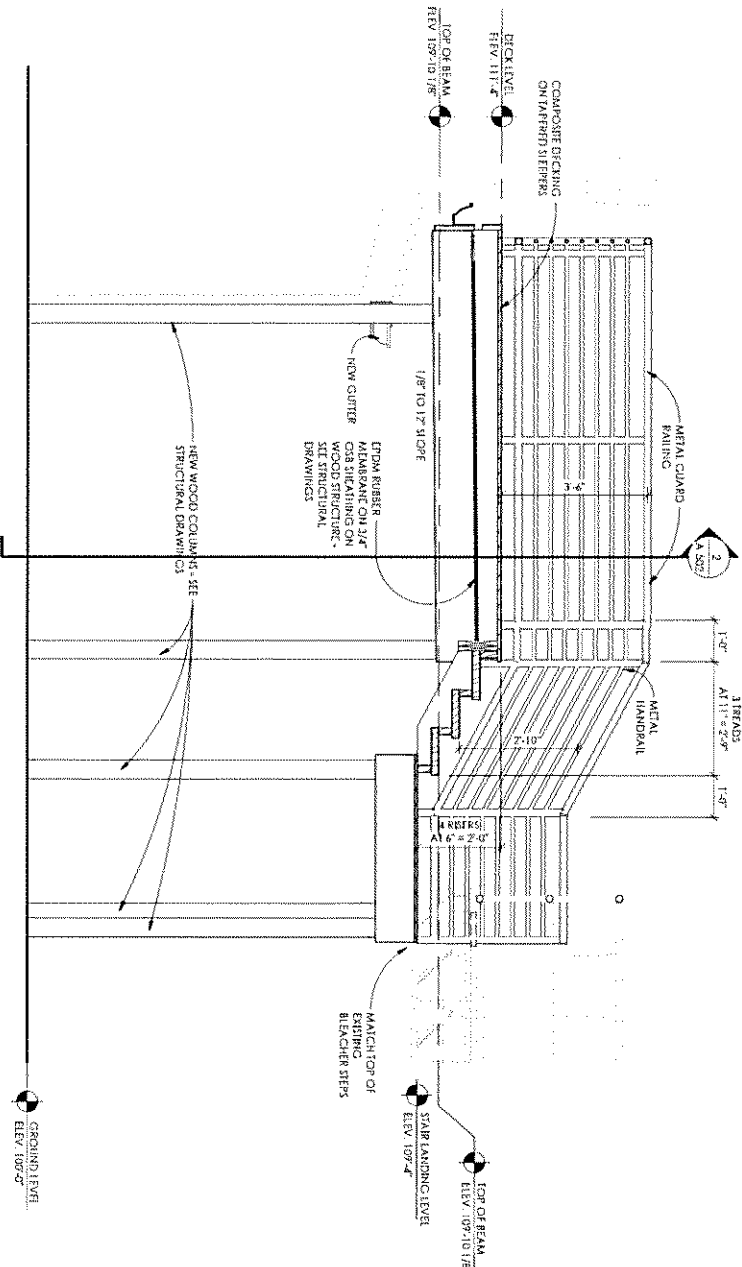
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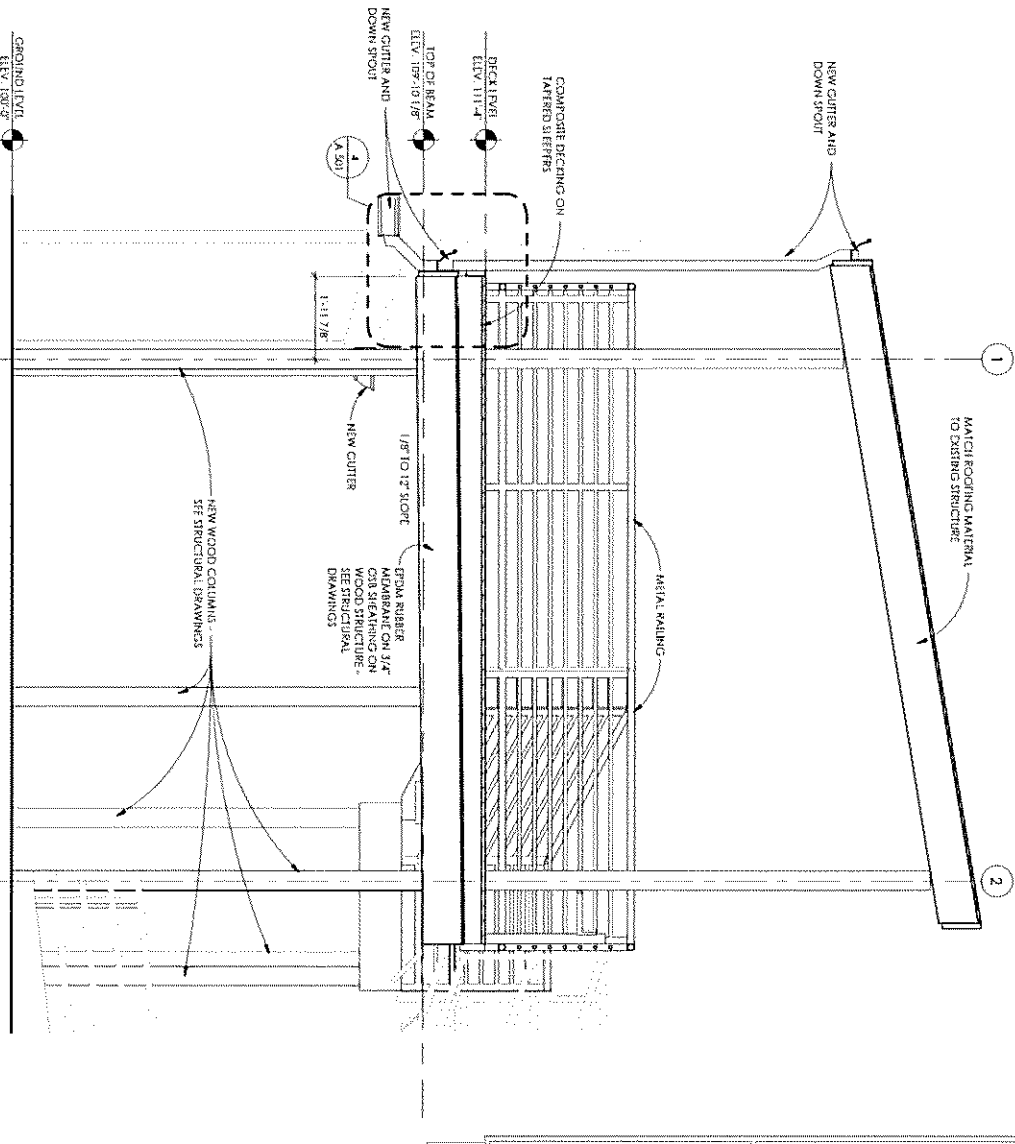
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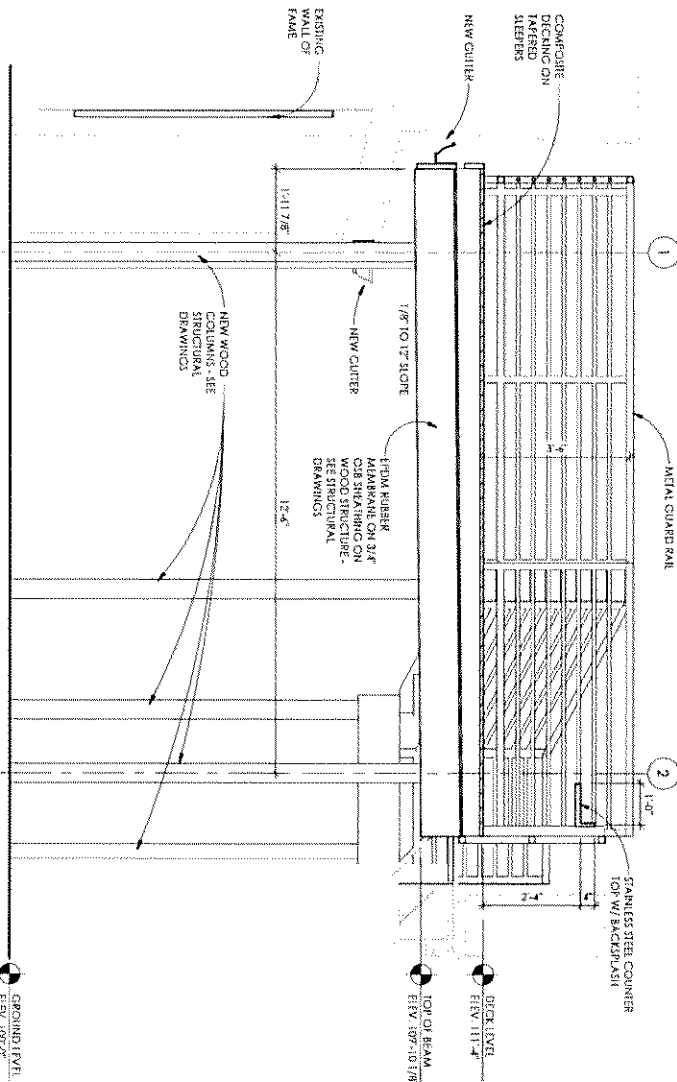
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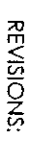
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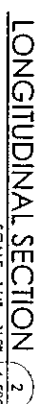
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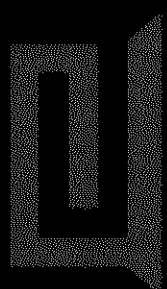
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VI

R. C. No. _____ - 18 - 19. By COMMITTEE OF THE WHOLE. January 21, 2019.

Your Committee to whom was referred R. O. No. 180-18-19 by Fire Chief submitting the Draft Summary Report of the Operational and Departmental Structure Review of the Sheboygan Fire Department prepared by Fitch & Associates; recommends to file the document.

ms

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Other Matters

7.1

R. O. No. 180- 18 - 19. By FIRE CHIEF. November 19, 2018.

Submitting the Draft Summary Report of the Operational and Departmental Structure Review of the Sheboygan Fire Department prepared by Fitch & Associates.

~~Csn~~
act file

FIRE CHIEF

November 2018



Draft Summary Report Operational & Departmental Structure Review

Sheboygan Fire Department

Prepared by:



FITCH & ASSOCIATES, LLC

2901 Williamsburg Terrace #G ■ Platte City ■ Missouri ■ 64079

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CONSULTANT REPORT

SUMMARY REPORT

OPERATIONAL & DEPARTMENTAL STRUCTURE REVIEW

SHEBOYGAN, WISCONSIN

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SECTION 1: Executive Summary

Introduction

Fitch & Associates (*FITCH*) was engaged by the City of Sheboygan to undertake an operational review and organizational structure review of the Fire Department.

FITCH employs a two-pronged approach in undertaking this engagement. First is a quantitative perspective – derived largely from computer aided dispatch (CAD) data to evaluate the current system performance based on historical demand. Employing this data, geographic information system (GIS) modeling was performed to validate and model response time and coverage performance within the department's service area. National Fire Incident Reporting System (NFIRS) fire reports, as submitted by the department, offers a comparative assessment of the fire loss experience in the community. Finally, a separate assessment of risk, as embodied within an Insurance Services Office (ISO) batch report of independently evaluated properties within the City, were used to quantify potential risk, as contrasted with actual demand that was derived from CAD and fire incident level data. Second, from a qualitative perspective *FITCH*, spent significant time meeting with key stakeholders. These included members of the City Administrators Office, Fire Department command staff, and representatives of the fire fighter bargaining unit (IAFF Local 483).

The following pages provide an executive summary of the relevant findings and final recommendations from this study. This is then followed by sections encompassing more detailed analysis, conclusions, and information to offer additional background as the reader may desire. These sections include a summary PowerPoint appropriate for high level briefings of stakeholders; detailed data analysis, some of which is included in this section; full GIS modeling of various alternatives; and explanatory material related to the industry use of average and 90th percentile descriptive statistics.

Methodology

We collected five years of CAD data (2013 to 2017) from Sheboygan Fire Department (SFD). In this report, we primarily focused our descriptive statistical analysis on the 2017 calendar year.

In this report, we utilized two distinct measures of call volume and workload. First, is the number of requests for service that are defined as either “dispatches” or “calls”. Dispatches/calls are the number of times a distinct incident was created. Conversely, “responses” are the number of times that an individual unit (or units) responded to a call. Responses will be utilized on all Unit and Station level analyses, which account for all elements of workload and performance. Calls have been categorized as EMS, Fire, Hazard and Mutual aid respectively. We classified call types using nature of incident. Calls associated with a transport time were identified as transport calls.

Dispatch time in this report is calculated from the time a 911 call was answered by the dispatcher through the time a unit was dispatched. This report focuses on calls responded with lights and sirens, and mainly analyzes dispatch time, turnout time, travel time, and response time of the first arriving units.

Community Background

Sheboygan is a city of 48,329 as of 2017, down approximately 2% since the 2010 census.¹ Sheboygan is situated along the shores of Lake Michigan in east-central Sheboygan County. Sheboygan's one-hour commuter shed includes Milwaukee, Manitowoc, and the cities of the Fox Valley, with Green Bay just beyond on Interstate 43. Sheboygan lies north of the Milwaukee and Chicago metro areas, connecting it to these important global and national technology, business, and transportation hubs. Sheboygan is also well-connected to the Door County tourism circuit by Interstate 43 and Highway 42 and to the Lake Michigan tourism corridor in Michigan via the Manitowoc ferry. Sheboygan lies within Wisconsin's northeastern coast—an area which includes Sheboygan, Calumet, Fond du Lac, Manitowoc, Outagamie, and Winnebago Counties. Combined, Wisconsin's northern coastal counties contain a significant population concentration in the State that is not commonly realized or understood. The 2010 population of this region is nearly 700,000, accounting for 12 percent of the State's population.²

Sheboygan's homes are significantly more affordable compared to the County and neighboring communities. According to the Wisconsin Department of Revenue, the average assessed value of single-family homes in the City was \$115,978 in 2011 compared to the State's average of \$175,029. Per the 2010 Census, approximately 61 percent of Sheboygan's housing was owner occupied. Sheboygan's population is more diverse than neighboring communities and the County – a trend that is continuing in the City. In 2000, 87.6 percent of the City's population was white according to Census data; in 2010, this demographic group decreased to 82.5 percent of the City's population. According to 2000 Census data, the City's median household income was \$40,066. Manufacturing is the City's leading industry, employing 40 percent of the City's workforce in 2000. The City's second leading industry is education, health, and social services with 17 percent of the workforce employed in those professions. Sheboygan's residents are educated, with 81 percent having received a high school diploma or higher and 15 percent having received a bachelor's degree or higher.³

Budget

For fiscal year 2018, the Fire Department's adopted budget totaled \$8,076,089. This includes 7,462,094 in personal services (92.4%) and 613,995 (7.6%) in non-personal operating costs. Revenues from the ambulance special revenue fund are estimated at \$1,000,000.⁴

¹ U.S. Census Bureau (2017). Accessed from <https://www.census.gov/quickfacts/fact/table/sheboygancitywisconsin,US/PST045217> on October 8, 2018

² City of Sheboygan Comprehensive Plan (2011). Accessed from <http://www.sheboyganwi.gov/wp-content/uploads/2011/05/Sheboygan-Comp-Plan-Final-12.5.11.pdf> on October 8, 2018

³ Ibid

⁴ 2018 Annual Program Budget – City of Sheboygan, Wisconsin. Accessed at http://www.sheboyganwi.gov/CityBudgetFiles/flipbook_2018_AnnualProgramBudget/inc/html/490.html?page=1 on October 23, 2018

Ambulance Revenue

In 2017, the City changed outside ambulance billing companies and contracted with Intermedix, a nationally known EMS billing agency. As reflected in the Figure below, in 2017 total collections were \$1,193,274, up slightly from 2016 and representing 37% collection on the gross charges.

The City of Sheboygan's ambulance billing program and revenues are typical based on the number of incidents, geographic area, and payer mix. Collection rates, by program, are fairly typical, but should continue to be monitored with the recent change in the outside billing contractor and adjusting for any future changes in Federal reimbursement policies. The overall capital purchasing appears to have been aligned to department needs and operating expense values appear to be in line with expectations. The City's agreement with its current billing vendor has a favorable fee of 4.5%, compared to the 5.5% to 6% fee often seen with similar sized systems.

Figure 1: Payer Mix and Revenues for 2017

2017 Total Collections		\$1,193,274.45
	Percentage	Revenue
Medicare	49.71%	\$ 593,192.65
Medicaid	26.10%	\$ 311,462.40
Commercial	14.46%	\$ 172,591.50
Self-pay	7.47%	\$ 89,196.45
Other	2.2%	\$ 26,831.45
Confirmation	100.00%	\$ 1,193,274.45

Collection percentages have stayed consistent for Medicare and Medicaid, but there is a projected 6% increase in commercial insurance for 2018. In 2016 and 2017 collections averaged 36% of Gross Charges. However, in 2018 year-to-date collections, they are currently averaging 29% of Gross Charges. This could be for a multitude of factors such as the billing company change over, contract collections for commercial insurance, or timing as funds may not be full recognized until April of 2019 when the balance on the accounts receivable (AR) have been documented.

Sheboygan Fire operates 3 ambulances, each staffed with 2 personnel, across 3 different working shifts. It was noted that the City's financials reflect a cost allocation to the EMS program which only contemplates 4 full-time equivalents (FTEs), rather than the 18 FTEs

reflected by the 3 ambulances across 3 shifts with 2 personnel each. Elsewhere in this report it is noted these ambulances respond to approximately 75% for EMS related incidents and 25% for fire incidents.

The fire department has four total ambulances – three that were recently refurbished at the same time and one used vehicle that was recently acquired as a back-up unit. The City has also purchased four power stretchers for patient movement, and three cardiac monitors. The capital purchasing document shows an appropriate depreciation of \$106,456 annually.

Organizational Structure

The Department's current authorized strength is 70.5 full-time equivalents (FTEs), which was reduced by 3 FTEs in 2017.⁵ For fiscal year 2018, staffing includes the following positions:

Figure 2: Authorized FTEs - 2018

Position	Count
Fire Chief	1
Assistant Chief	1
Deputy Chief	1
Battalion Chief	4
Captain	5
Lieutenant	10
Fire Equipment Operator	15
Firefighter	18
Firefighter/Paramedic	14
Confidential Secretary	1
Office Assistant	0.5
TOTAL	70.5

As reflected elsewhere in report, the allocation of personnel and response resources are sufficient to handle the current levels of performance. However, administrative staffing is challenged to fully address ongoing training needs, public education, shift supervision and internal communications in an effective manner. There is a need to reconsider administrative staffing in order to more effectively manage these areas.

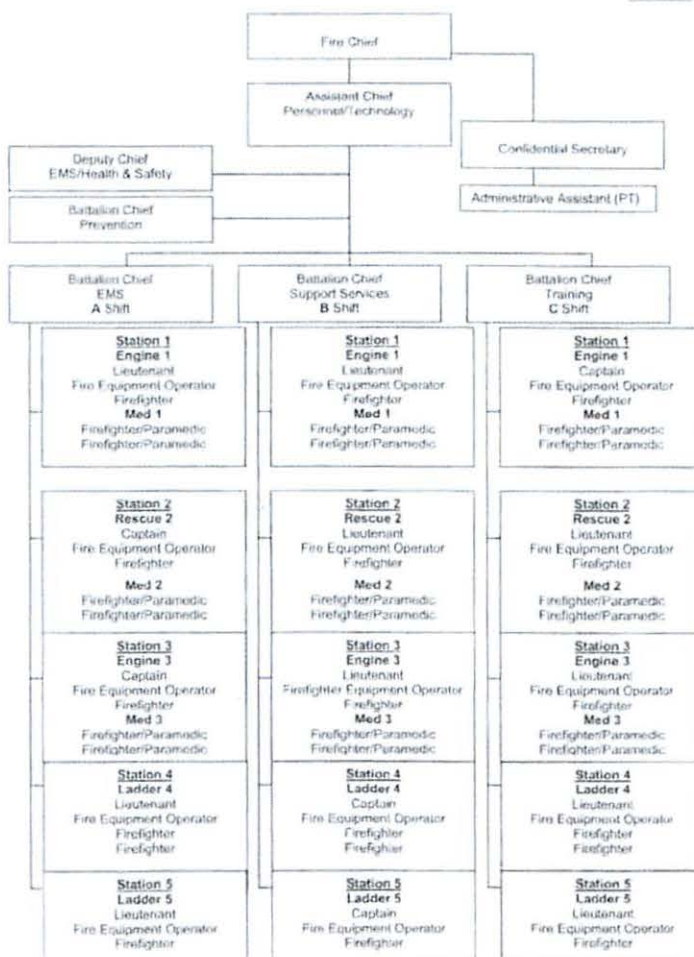
⁵ Ibid

Fire Services

Current Deployment & Staffing

Overall, the fire department's organization is reflected below. The department utilizes a California shift schedule which employs a total of 62 personnel assigned to staff 5 stations. There is a total of three engines and two trucks – each staffed with a minimum of 2, or if available with 3 personnel; and three medical units each staffed daily with a minimum of 2 personnel. For each shift, minimum staffing is 16 for the 5 fire stations. In addition, each shift has a battalion chief as the commander responsible that 24-hour shift period.

Figure 3: Fire Department Organizational Structure⁶

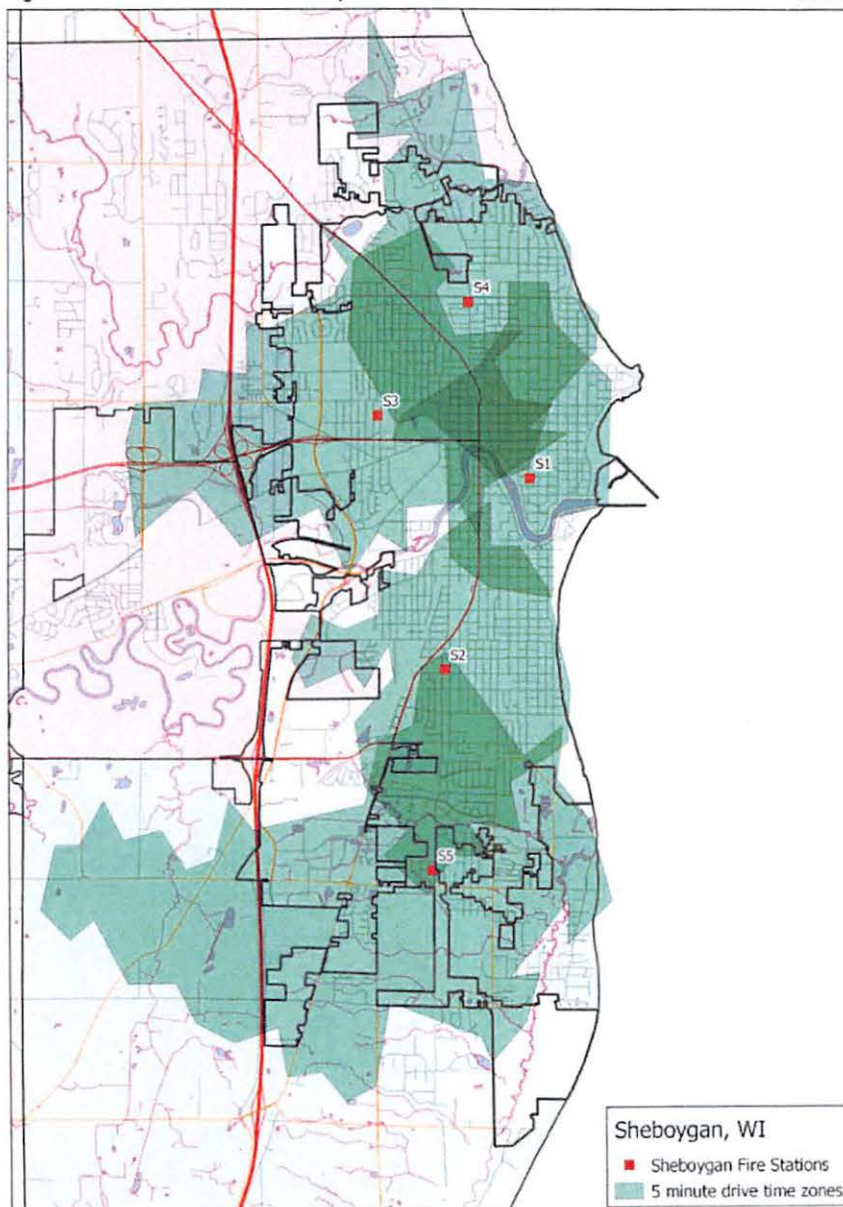


⁶ 2017 Annual Report – City of Sheboygan Fire Department

Fire Stations

As reflected in the figure below, the City's 5 fire stations provide strong coverage to reach most areas of the community within a 5-minute travel time. Stations 1, 2 and 3 contain both a fire suppression unit (engine or truck) and a medical unit. Station 4 and 5 contain a fire suppression unit alone.

Figure 4: Current Fire Station Bleed Maps for 5-Minute Travel Time



Current Performance

Dispatch is provided by the County. The 911 center recently adopted the use of Emergency Medical Dispatch (EMD) which is considered a best practice. In 2017, the Department was dispatched to a total of 5,142 incidents as recorded in CAD, which reflected a year over year growth rate at 3.0%. EMS service requests totaled 3,943, accounting for 76.7% of the total number of incidents. The number of fire related calls were 1,050, which accounted for 20.4% of the total incidents. A total of 48 incidents were mutual aid outside SFD's jurisdiction. The Figure below reflects incident types and major categories.

Incident & Workload Measures

Figure 5: Number of Incidents by Category in 2017

Call Category	Number of Calls	Calls per Day	Call Percentage
Cardiac and stroke	349	1.0	6.8%
Seizure and unconsciousness	50	0.1	1.0%
Breathing difficulty	514	1.4	10.0%
Overdose and psychiatric	79	0.2	1.5%
Accident	166	0.5	3.2%
Fall and injury	532	1.5	10.3%
Illness and other	2,253	6.2	43.8%
EMS Total	3,943	10.8	76.7%
Structure fire	25	0.1	0.5%
Outside fire	63	0.2	1.2%
Alarm	342	0.9	6.7%
Public service	517	1.4	10.1%
Rescue	13	0.0	0.3%
Fire other	90	0.2	1.8%
Fire Total	1,050	2.9	20.4%
Hazmat	101	0.3	2.0%
Mutual aid	48	0.1	0.9%
Total	5,142	14.1	100.0%

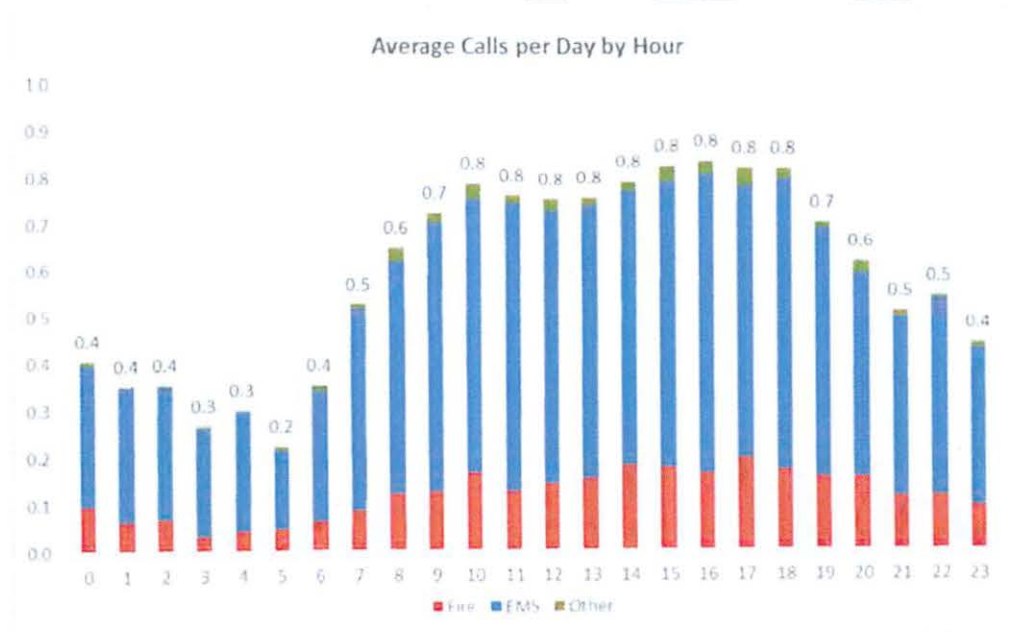
The number of individual unit responses is more reflective of total department workload since on average 2.0 SFD units responded to an incident. As summarized in the Figure below, all units in SFD combined made 10,408 responses, and were busy on emergency calls 3,509 hours. On average, each response lasted 20.2 minutes from dispatched to clear.

Figure 6: Number of Calls, Number of Responses, and Total Busy Time by Program in 2017

Program	Number of Calls	Number of Responses	Average Responses per Call	Total Busy Hours	Average Busy Minutes per Response	Percentage of Total Busy Hours
EMS	3,943	7,871	2.0	2,451	18.7	69.8%
Fire	1,050	2,118	2.0	850	24.1	24.2%
Hazmat	101	352	3.5	174	29.6	5.0%
Mutual aid	48	67	1.4	34	30.6	1.0%
Total	5,142	10,408	2.0	3,509	20.2	100.0%

Overall demands were evaluated by the hour of the day. Considerable variability exists in the time of day that requests for emergency services are received. The hours that from midnight to 0600 are low demand hours of the day. While the middle of the day has the greatest frequency of calls, specifically the hours that begin at 1000 and 1800 averaging above 0.75 calls per day and per hour. The average number of calls per hour is 0.59 per day. The data illustrates that the busiest times of the day are between 1500 and 1800. The hour with the peak demand is at 1600.

Figure 7: Overall Average Calls per Day by Hour



Unit Hour Utilization

Another measure, time on task, is necessary to evaluate best practices in efficient system delivery and consider the impact workload has on personnel. Unit Hour Utilization (UHU) determinants were developed by mathematical model. This model includes both the proportion of calls handled in each major service area (Fire, EMS, and Hazmat) and total unit time on task for these service categories in 2017. The resulting UHU's represent the percentage of the work period (24 hours) that is utilized responding to requests for service. Historically, the International Association of Fire Fighters (IAFF) has recommended that 24-hour units utilize 0.30, or 30% workload as an upper threshold.⁷ In other words this recommendation would have personnel spend no more than 7.2 hours per day on emergency incidents. These thresholds take into consideration the necessity to accomplish non-emergency activities such as training, health and wellness, public education, and fire inspections.

The 4th edition of the IAFF EMS Guidebook no longer specifically identifies an upper threshold. However, FITCH recommends that an upper unit utilization threshold of approximately .30, or 30%, would be considered best practice. In other words, units and personnel should not exceed 30%, or 7.2 hours, of their workday responding to calls. These recommendations are also validated in the literature. For example, in their review of the City of Rolling Meadows, the Illinois Fire Chiefs Association utilized a UHU threshold of .30 as an indication to add additional resources.⁸ Similarly, in a standards of cover study facilitated by the Center for Public Safety Excellence, the Castle Rock Fire and Rescue Department utilizes a UHU of .30 as the upper limit in their standards of cover due to the necessity to accomplish other non-emergency activities.⁹

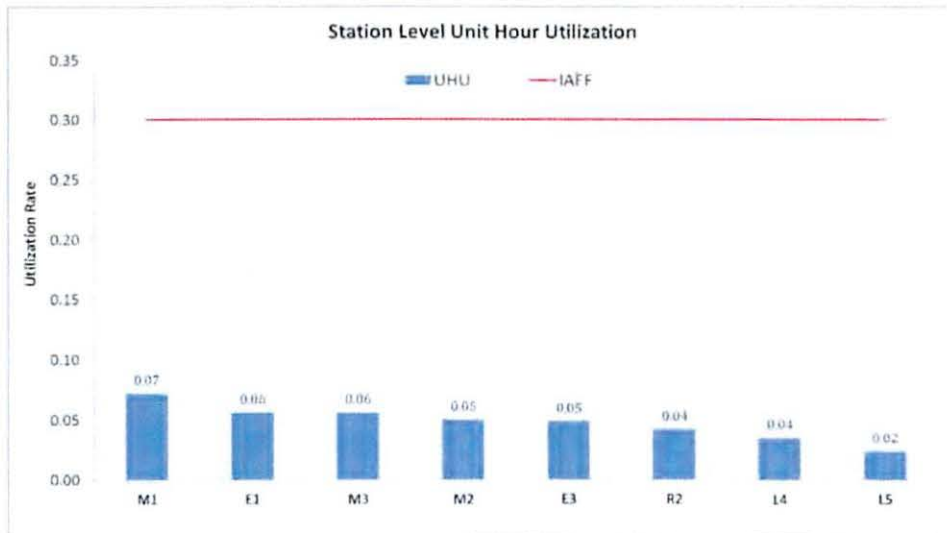
These thresholds take into consideration the necessity to accomplish non-emergency activities such as training, health and wellness, public education, and fire inspections.

Of all SFD stations, stations 1-3 were staffed with two 24/7 units and stations 4 and 5 were staffed with one 24/7 units. We provided UHU for eight 24/7 staffed units. All eight units had UHU less than 10%. M1 was utilized the most and L5 was utilized the least.

⁷ International Association of Firefighters. (1995). *Emergency Medical Services: A Guidebook for Fire-Based Systems*. Washington, DC: Author. (p. 11)

⁸ Illinois Fire Chiefs Association. (2012). *An Assessment of Deployment and Station Location: Rolling Meadows Fire Department*. Rolling Meadows, Illinois: Author. (pp.54-55)

⁹ Castle Rock Fire and Rescue Department. (2011). *Community Risk Analysis and Standards of Cover*. Castle Rock, Colorado: Author. (p.58)



Heat maps were created to identify the concentration of the historic demand for services by program area. Therefore, the following Figures present the relative concentration of service demands for EMS and Fire. The Blue areas have the least demand and the dark red areas have the highest concentration of demand.

Figure 8: Heat Map for Fire Related Incidents

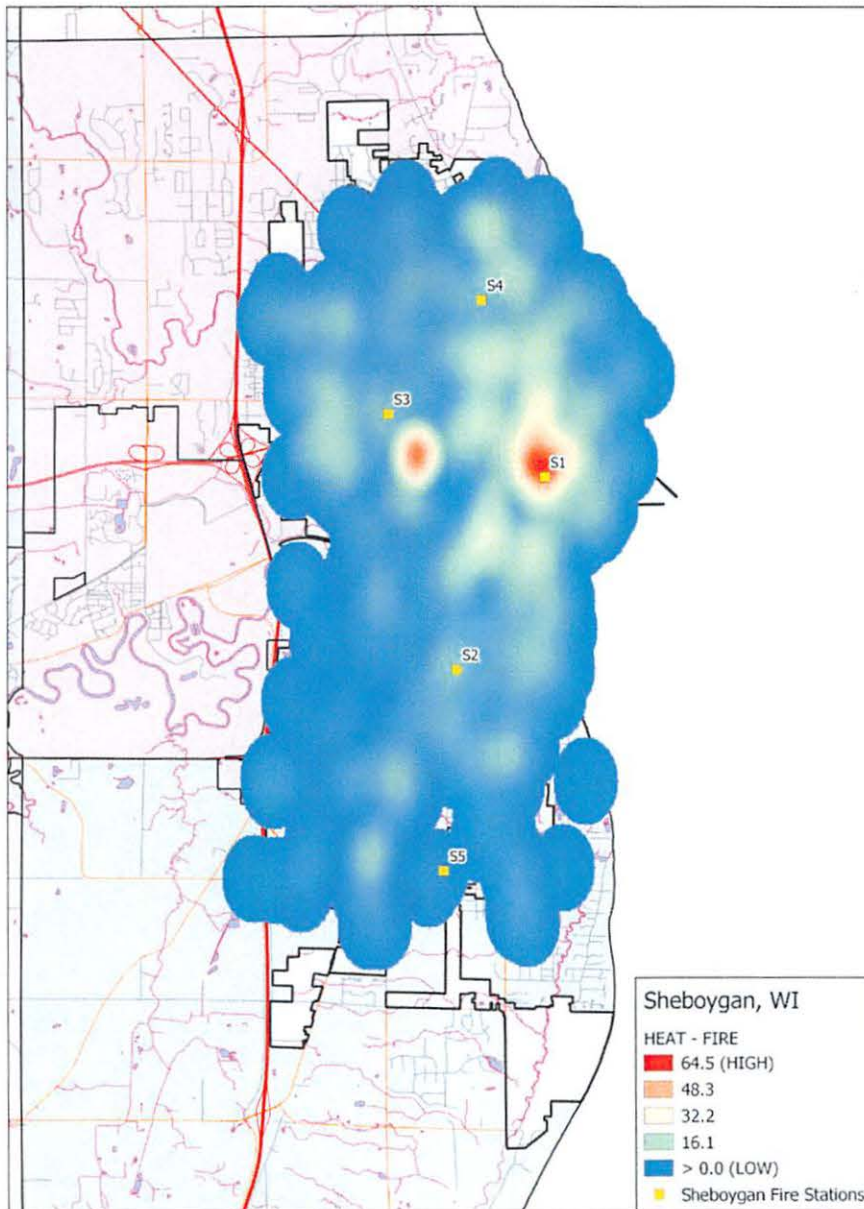
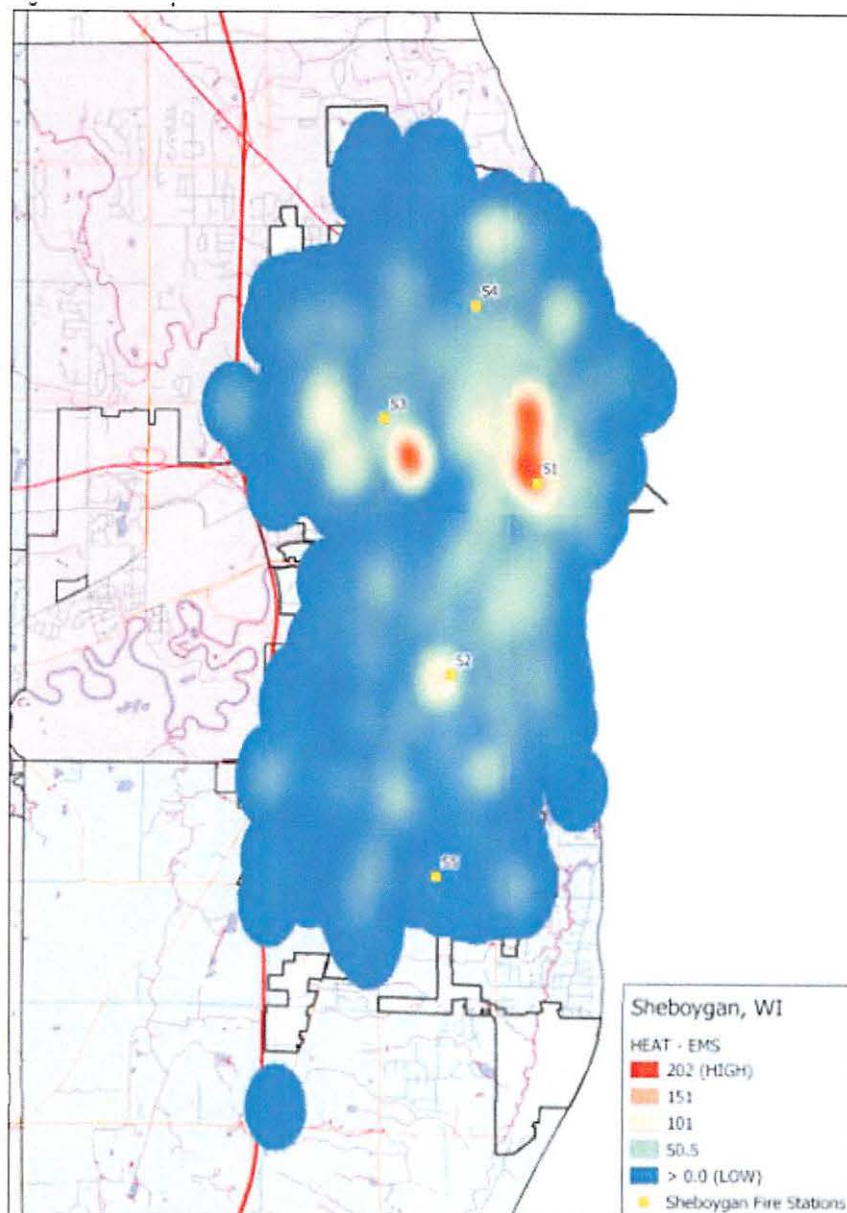


Figure 9: Heat Map for EMS Related Incidents



Response Time Performance

This analysis focused on lights and sirens responses and utilized the first arriving units of all distinct incidents excluding mutual aid incidents. The mean (average) dispatch time was 126 seconds. The mean (average) turnout time was 84 seconds, travel time was 168 seconds, and response time was 371 seconds (six minutes and 11 seconds). The average response time is the same as the sum of the average dispatch time and turnout and travel time.

However, a more conservative and reliable measure of performance is the fractile or percentile. This measure is more robust, or less influenced by outliers, than measures of central tendency such as the mean. Best practice is to measure at the 90th percentile. In other words, 90% of all performance is captured expecting that 10% of the time the department may experience abnormal conditions that would typically be considered an outlier. For example, if the department were to report an average response time of six minutes, then in a normally distributed set of data, half of the responses would be longer than six minutes and half of the responses would be less than six minutes. The 90th percentile communicates that 9 out of 10 times the department performance is predictable and thus more clearly articulated to policy makers and the community.

The performance for dispatch time at the 90th percentile was 204 seconds (three minutes and 24 seconds), turnout time at the 90th percentile was 134 seconds (2 minutes and 14 seconds), travel time was 284 seconds (four minutes and 44 seconds), and response time was 538 seconds (eight minutes and 58 seconds). Please note that the summation of 90th percentile dispatch time, 90th percentile turnout time and 90th percentile travel time is not the same as 90th percentile response time.

Figure 10: Average Dispatch, Turnout and Travel Time of First Arriving Units by Program

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	2.1	1.3	2.7	6.1	3,361
Fire	1.8	1.6	3.4	6.8	340
Hazmat	1.6	1.6	3.5	6.7	84
Total	2.1	1.4	2.8	6.2	3,785

Figure 11: 90th Percentile Turnout and Travel Time of First Arriving Units by Program

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	3.5	2.2	4.6	8.9	3,361
Fire	2.9	2.4	5.7	9.7	340
Hazmat	2.7	2.3	6.2	9.8	84
Total	3.4	2.2	4.7	9.0	3,785

Relevant Findings

Based on an independent evaluation done by the Insurance Services Office (ISO) earlier in 2018, the City's fire public protection classification was established at a Class 2. This places the City's fire rating in the top 3.4% of fire departments nationwide.

Occupancy risk was evaluated across the jurisdiction utilizing the most recent ISO batch reports. The ISO Batch report provided specific building occupancy information for the needed fire flow, the number of stories, location, and square footage. Ultimately, a quantifiable risk-rating matrix was developed that categorized 940 occupancies within the jurisdiction into high, moderate, and low risks. The results of the risk assessment process categorized the 940 occupancies into 21 high-risk structures, 566 moderate structures, and 353 low risk structures.

Geospatial analyses were completed to map the locations of each of the commercial occupancies included in the risk matrix process and specifically overlaid within each of the fire station locations. This analysis lends validity to the risk assessment matrix and the process utilized by the Department as the concentration of risks is correlated with the historical demand for fire related services. The results of the geospatial analyses both high and moderate structures are presented in the below Figures.

Figure 12: High Risk Occupancies

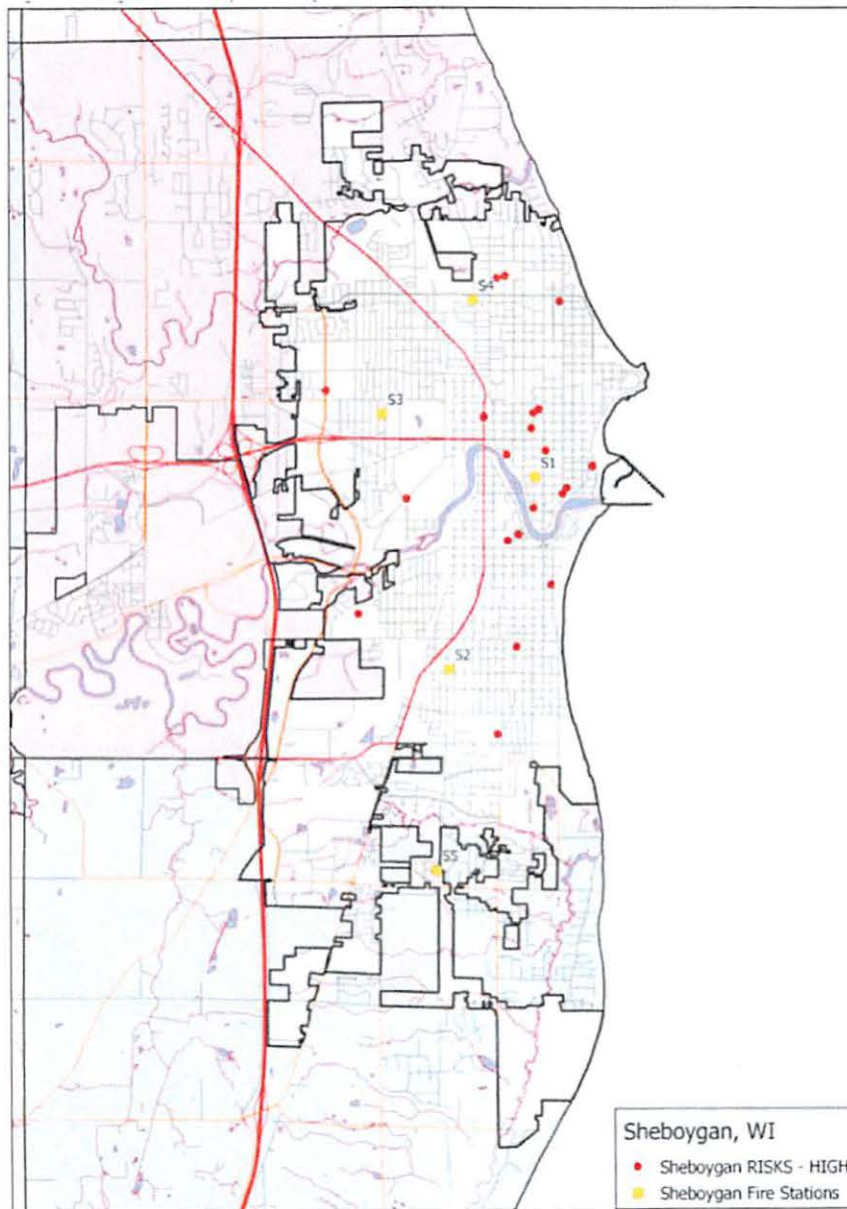
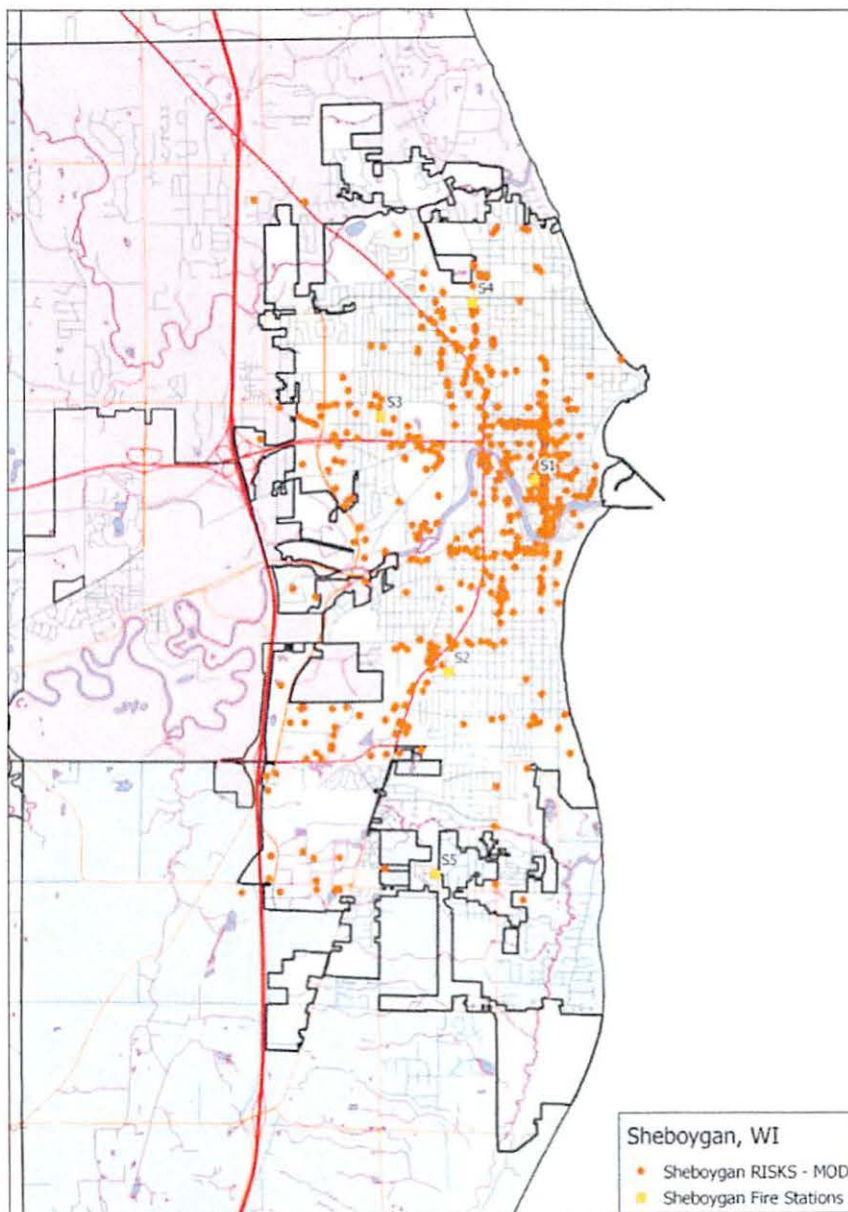


Figure 13: Medium Risk Occupancies



Comparative & Benchmark Performance

The following information reports performance for the City of Sheboygan and compares their NFIRS reported performance to that of national and regional data as reported by NFPA's national estimates; and performance reflected in NFIRS PDR files for 2012 thru 2016 for both the City and selected benchmark communities.

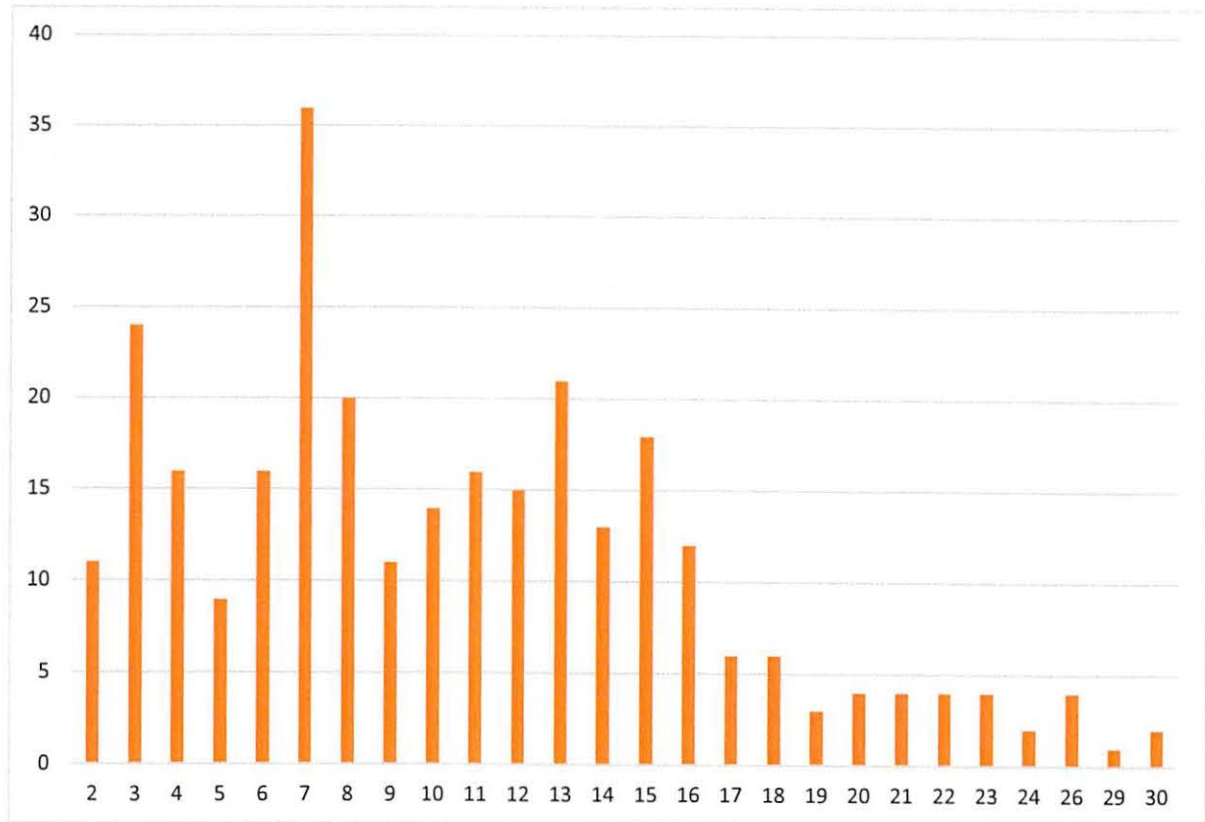
The NFPA utilizes a national estimate methodology to report losses from fire at the national and regional levels. However, it is important to emphasize that this analysis makes use of NFIRS data as the underlying data source. Depending on the quality of NFIRS data reported by individual fire departments and specifically how each agency addresses unknown or missing data, as well as the use of any quality assurance reviews of fire reports, there may be some unusual findings for the City when making comparisons against national, regional or other benchmark communities. Accordingly, policy makers should consider the following comparisons recognizing these limitations.

Figure 14: NFIRS Comparative Measures

Community	Fire per Thousand Population	Civilian Deaths per Million Population	Civilian Injuries per Million Population	Property Loss per Capita
Sheboygan	2.94	12.4	136.6	\$ 26.72
Fond Du Lac	5.34	0	0	10.48
La Cross	8.28	12.4	33.1	7.93
Wauwatosa	3.27	0	12.4	5.53
West Allis	6.67	12.4	144.8	14.7
Midwest: 50K - 100K	2.40	7.7	47.4	\$ 22.60
NFPA: Nationwide	4.20	10.5	45.3	\$ 32.90

The Fire Department's reported NFIRS information from 2012 through 2016 was also analyzed to assess the ability to place a sufficient number of personnel on scene of a building fire. That information is reflected in the Figure below. A common benchmark in the fire service is to ensure the assembly of 15 personnel to manage the multitude of tasks required on the fire ground. With its current staffing levels, the department is able to assemble an effective response force assuming other emergency activity does not impede the response from all fire units.

Figure 15: Response Force to Building Fires - 2012 thru 2016



Relevant Findings – Pros & Cons

PROS

- Response times are strong – 4.7 minutes travel & 9.0 minutes total at the 90th percentile
- Existing workloads reflect significant system capacity
- Overall risk profile is *moderate*

CONS

- Depending on desired staffing levels for structure fires, challenges may exist in the assembly of an effective response force
- Fire death & injury rates may reflect an opportunity for increased fire prevention education

Policy Alternatives

After considering the quantitative and qualitative data derived during this project, including that information highlighted above as well as the more detailed descriptive and modeled performance in subsequent sections, various policy alternatives were developed. These include:

- Maintain current response time performance of 5 minutes for 90% of incidents with the existing 5 stations
- Maintain current response time performance of 5 minutes for 90% of incidents employing 4 optimized stations
- Improve current response time performance of 4 minutes for 90% of incidents by employing 6 optimized stations
- Reduce current response time performance to 6 minutes for 90% of incidents by employing 5 current stations (6 minutes for 90% of incidents)

Status Quo Performance – 5 Existing Stations

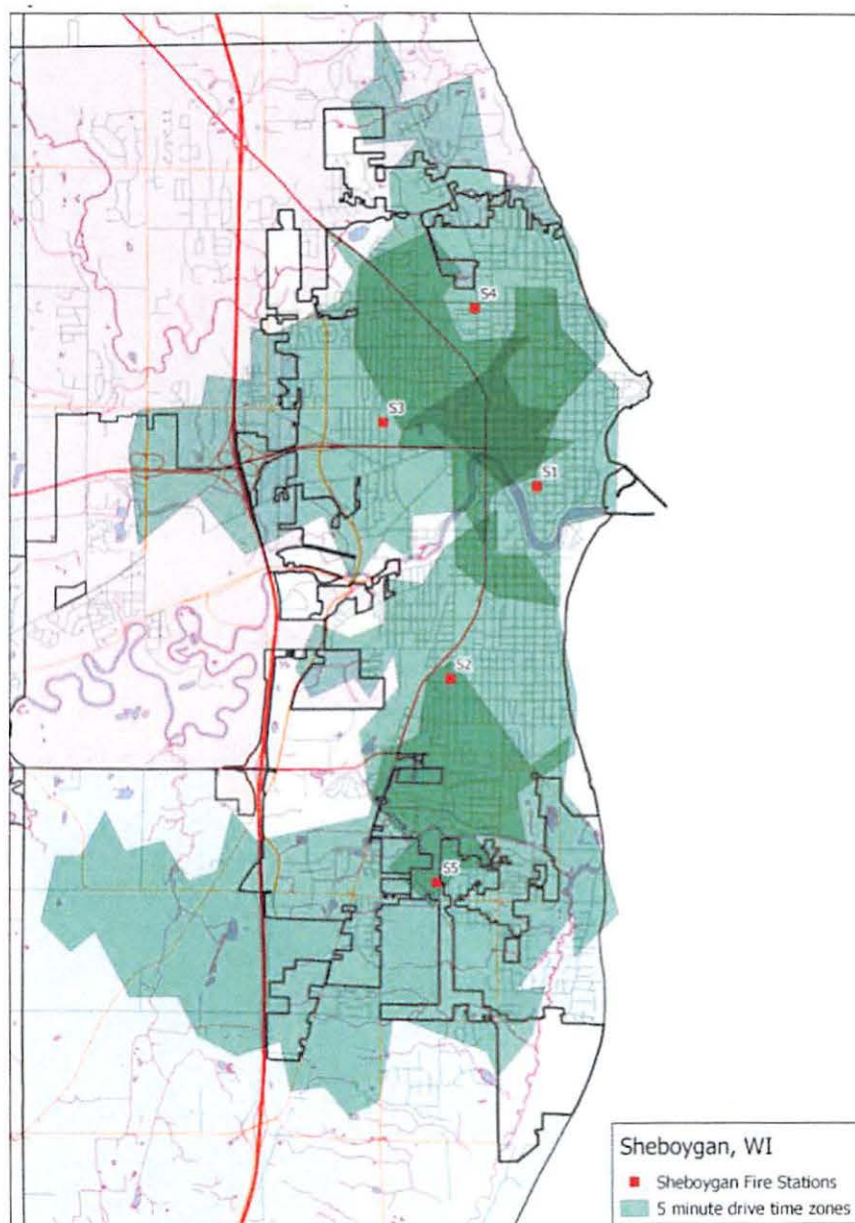
The analysis demonstrates that the current station configuration could capture 90% of the incidents within 5 minutes with the utilization of 4 fire stations. Station 5 improves performance by 3.51% with a 5-minute travel time. However, under this alternative, the Department could utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 3 and 2 would cover the greatest number of calls, 66%, within the performance objective of 5 minutes.

Figure 16: Marginal Fire Station Contribution for 5-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,183	2,183	42.53%
2	S2	1,238	3,421	66.65%
3	S1	797	4,218	82.17%
4	S4	413	4,631	90.22%
5	S5	180	4,811	93.73%

When referring to the mapping output below, the areas of the city that are not shaded with green, represent a maximum of 10% of the incidents that would not be responded to within 5-minutes. All requests for service would be answered, but they may be answered between 5:01 and 8:00 minutes. Finally, any areas that is shaded with progressively darker shades of green represent areas where more than one station can cover the same territory within the respective travel time being evaluated

Figure 17: Current Stations with a 5-Minute Travel Time at the 90th Percentile



Status Quo Performance – 4 Optimized Stations

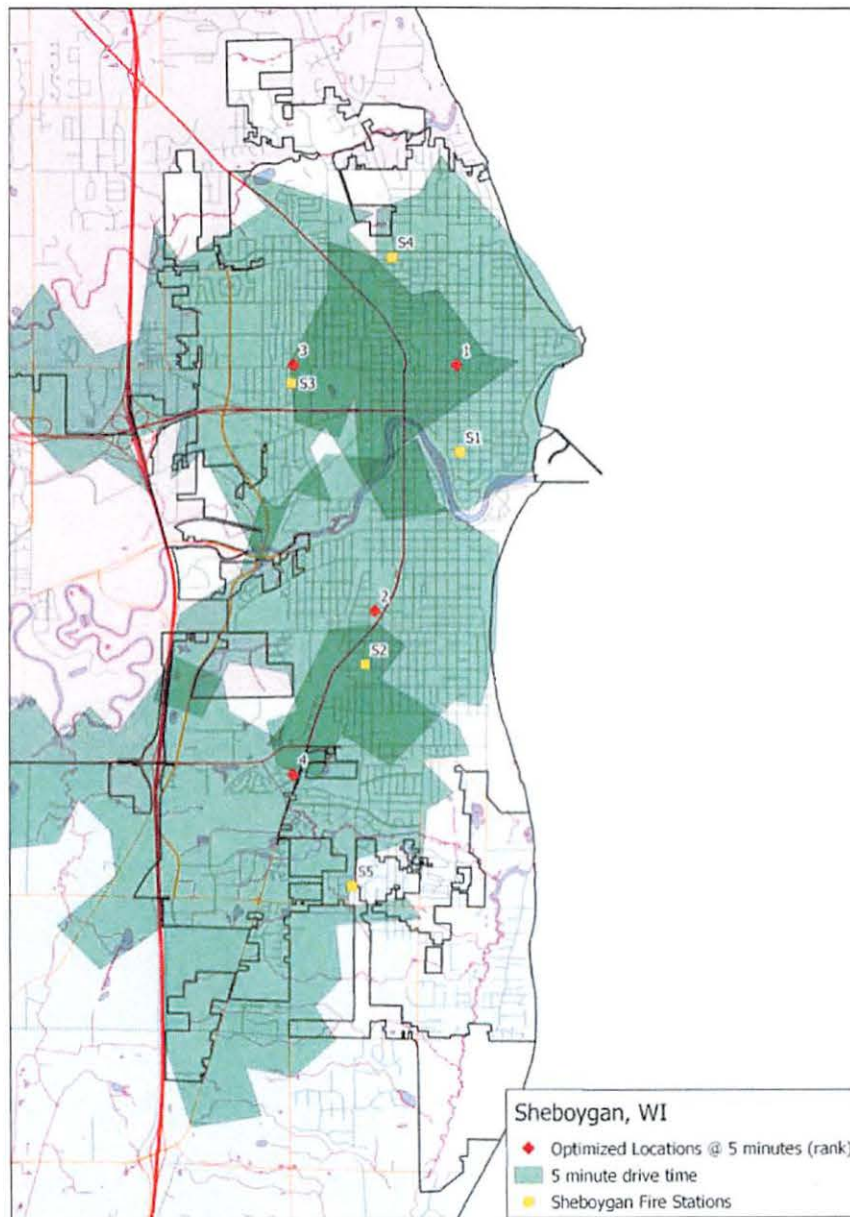
Analyses were completed to develop an optimized station distribution model for a 5-minute travel time. This evaluation suggests, that an optimized 4-station model can provide for approximately 93% effectiveness covering all incidents within 5-minutes. This optimized configuration only improves performance by approximately 3%, compared to the current 4-station configuration. Considering the current 5-station deployment, this model would maintain the same performance with 4-stations at 93%. The following Figures provide both tabular and graphic illustration. The elimination of a single apparatus related to this option would have a potential impact of \$813,368.¹⁰

Figure 18: Optimized Station Location with 5-Minute Travel Time

Rank	PostCapture	TotalCapture	PercentCapture
1	2440	2440	47.54%
2	1137	3577	69.69%
3	758	4335	84.45%
4	420	4755	92.64%
5	167	4922	95.89%

¹⁰ The estimation is based on the following assumptions: Budgeted line personnel represent 87.3% of FTEs and staff a total of 8 apparatus with minimum staffing of 2 personnel each. Accordingly, each apparatus represents 10.9% of personnel costs. Should the City elect to pursue any of the options outlined herein, a more detailed analysis of costs per apparatus should be undertaken.

Figure 19: Optimized Station Deployment Plan - 5-Minute Travel Time



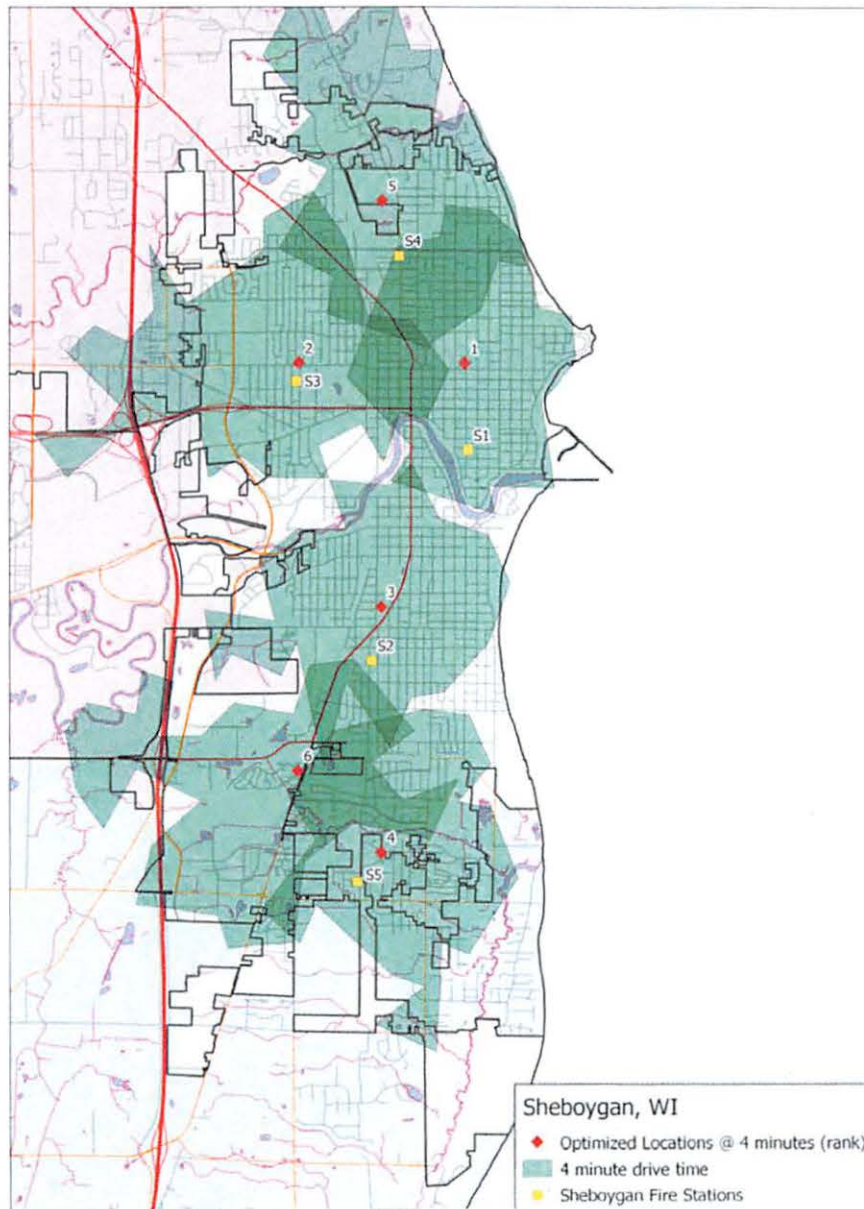
Improved Performance of 4-Minute Travel Time – 6 Optimized Stations

Analyses were completed to develop an optimized station distribution model for a 4-minute travel time consistent with NFPA 1710. This evaluation suggests, that an optimized 6-station model can provide for greater than 92% effectiveness covering all incidents within 4-minutes or less travel time. In comparison, the current 5-station configuration achieved 4 minutes or less approximately 82% of the time, or an improvement of approximately 10%. The addition of a single apparatus related to this option would have a potential impact of \$813,368.¹¹

A graphic illustration is presented below that includes the proposed station locations as well as the existing facilities.

¹¹ Ibid.

Figure 20: Optimized Station Deployment Plan - 4-Minute Travel Time



Reduce Current Response Time Performance to 6-Minutes

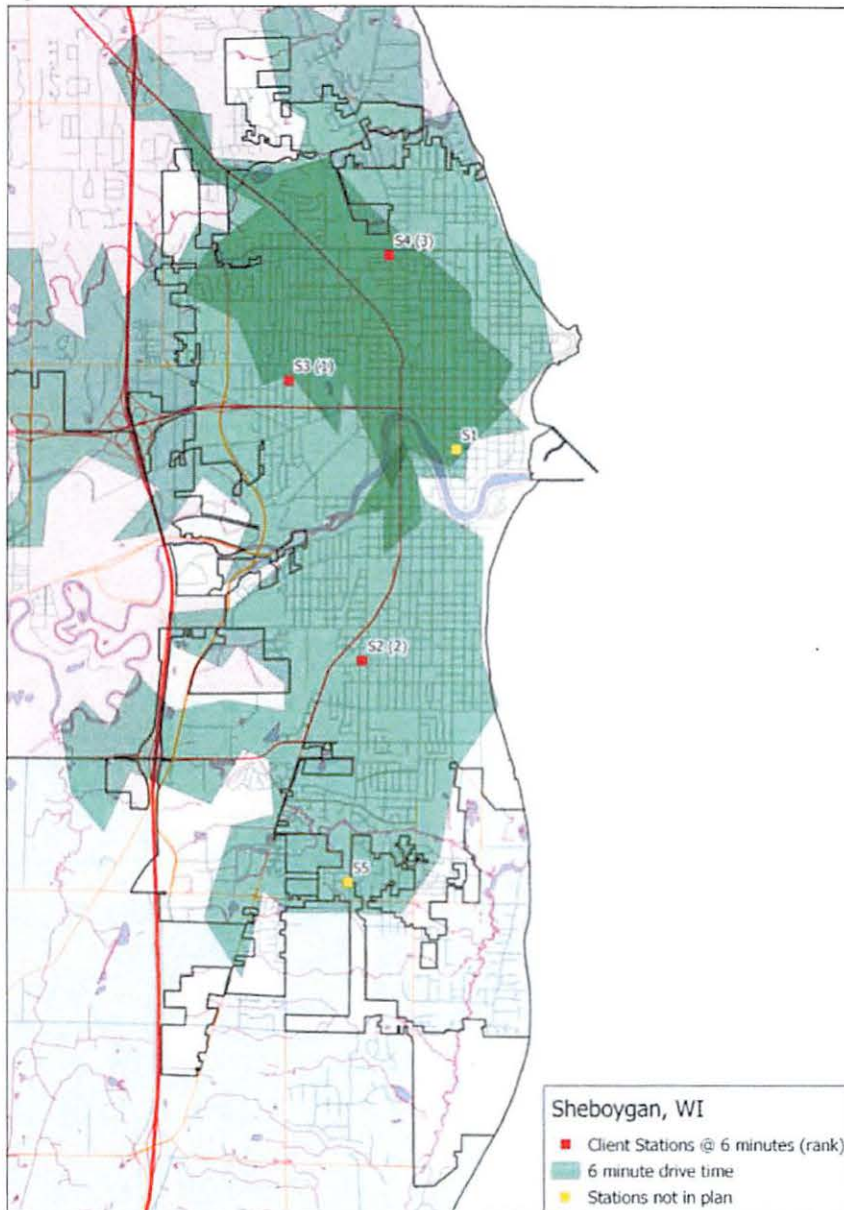
The analysis demonstrates that the current station configuration could capture nearly 92% of the incidents within 6 minutes with the utilization of 3 fire stations and 97% with all five stations. Stations 1 improves coverage by approximately 3.14% and Station 5 improves performance by an additional 2.32% with a 5-minute travel time. Collectively, stations 1 and 5 improve performance by 5.46%.

However, the Department could utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 3 and 2 would cover the greatest number of calls, 83%, within the performance objective of 6 minutes. The following Figures provide both tabular and graphic illustration.

Figure 21: Marginal Fire Station Contribution for 6-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,857	2,857	55.66%
2	S2	1,405	4,262	83.03%
3	S4	440	4,702	91.60%
4	S1	161	4,863	94.74%
5	S5	119	4,982	97.06%

Figure 22: Current Stations with 6-Minute Travel Time at the 90th Percentile



Recommendations

RECOMMENDATION: From a program accounting perspective, the City should consider adjusting their financials to reflect 18 FTEs adjusted to 75% as a more representative cost allocation for EMS staffing requirements.

RECOMMENDATION: Prospectively, the City will benefit from an ambulance replacement schedule that is staggered. This will allow the rolling fleet to be continuously updated while keeping maintenance cost more consistent.

RECOMMENDATION: The City should consider allocating additional resources for fire administration.

RECOMMENDATION: The City should codify a status quo performance baseline of 5-minute travel time for 90% of incidents utilizing their 5 existing stations

SECTION 2: Summary PowerPoint





City of
Sheboygan
spirit on the lake.

Operational Consulting & Fire Department Structure Review

Summary PowerPoint
November 2018

Overview

High-level review
of reports on data
and GIS analysis

Discussion of
relevant findings

Exploration of
various
alternatives

Current Performance

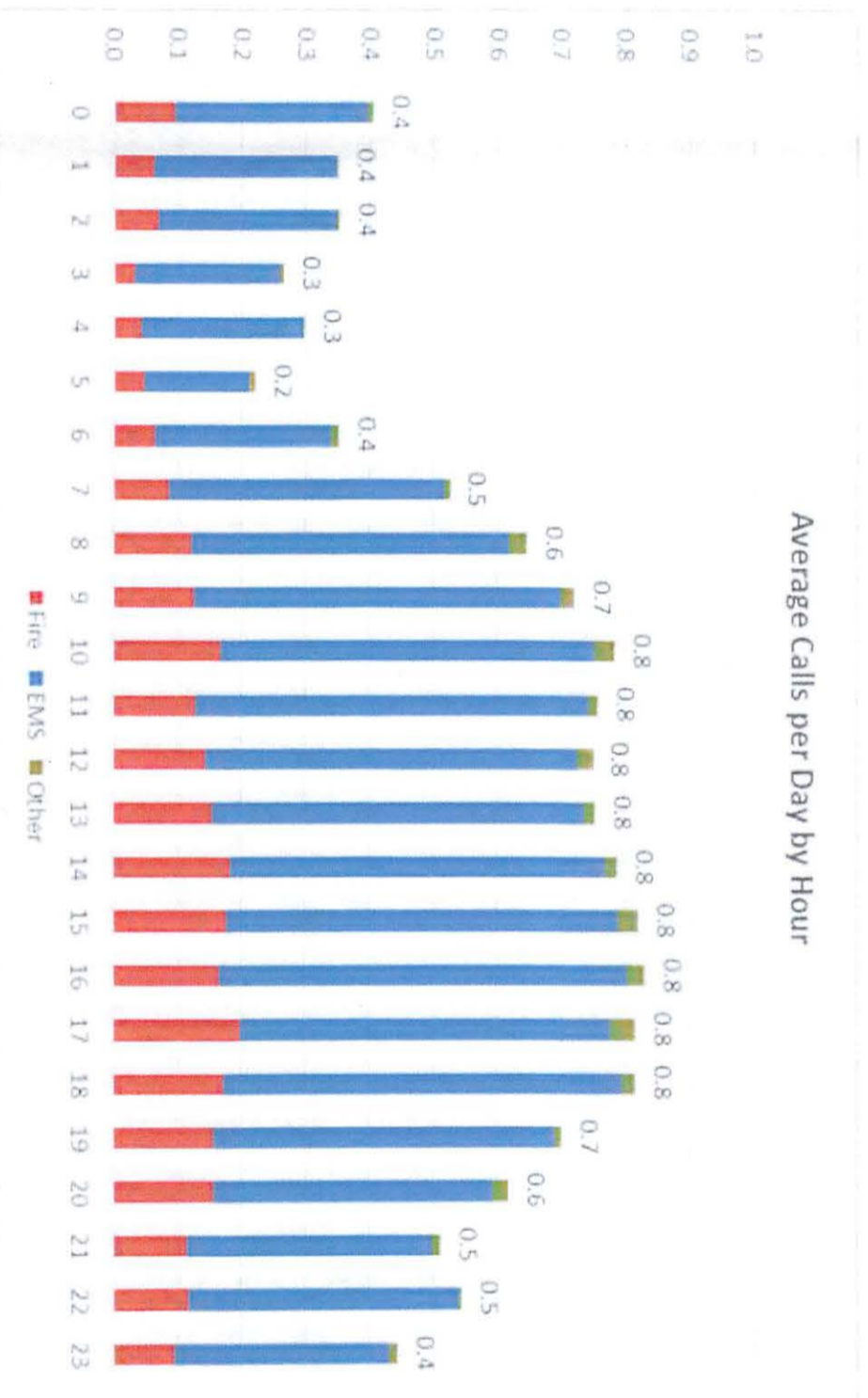
Current Performance

2017 Incident Types

Call Category	Number of Calls	Calls per Day	Call Percentage
Cardiac and stroke	349	1.0	6.8%
Seizure and unconsciousness	50	0.1	1.0%
Breathing difficulty	514	1.4	10.0%
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Hazmat	101	0.3	2.0%
Mutual aid	48	0.1	0.9%
Total	5,142	14.1	100.0%

Current Performance

2017 Incidents by Hour-of-Day



Where Incidents Occur

Figure 19: Heat Map for Fire Related Incidents

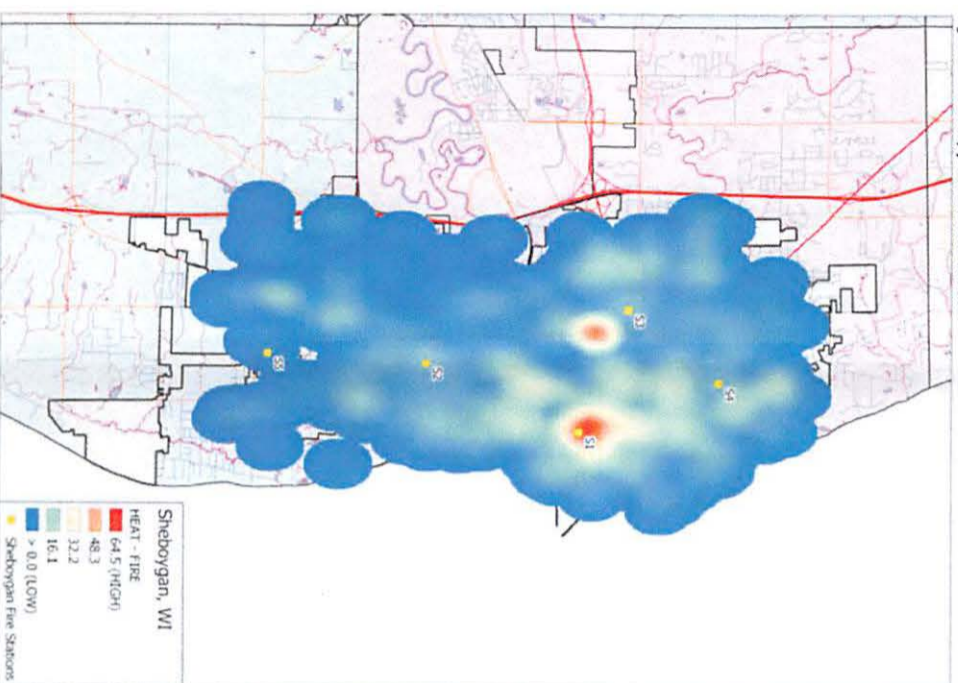
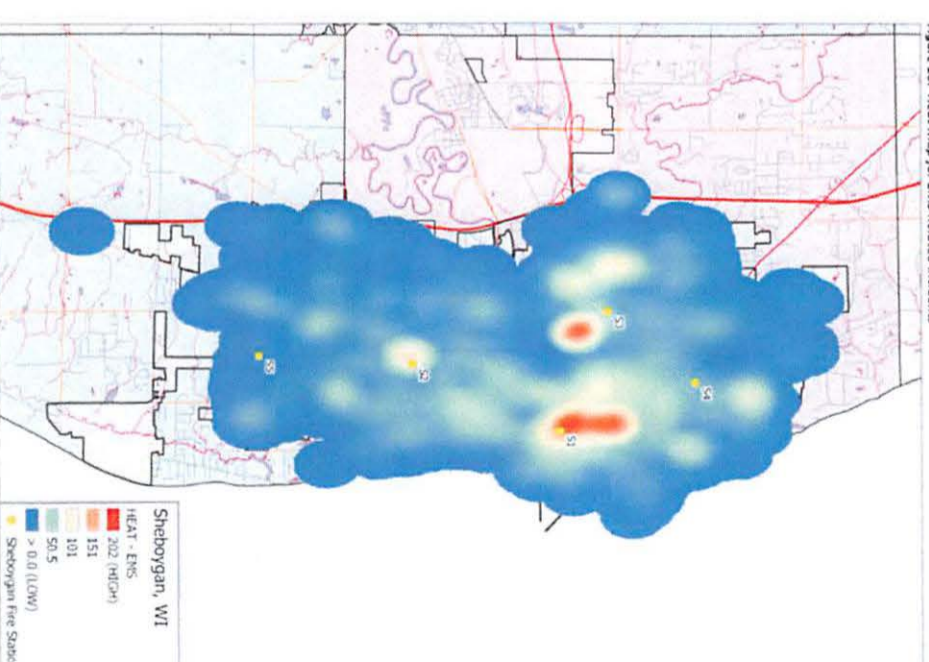


Figure 20: Heat Map for EMS Related Incidents



Current Performance

2017 Unit & Station Workloads

Station	Unit	Type	Avg. Busy Minutes per Response	Annual Busy Hours	Annual Total Responses	Busy Hours per Day	Unit Responses per Day
1	M1	Ambulance	19.8	629	1,909	1.7	5.2
	E1	Engine	18.0	491	1,639	1.3	4.5
	Station 1 Total		18.9	1,120	3,548	3.1	9.7
2	M2	Ambulance	20.8	438	1,264	1.2	3.5
	R2	Rescue Engine	21.2	370	1,048	1.0	2.9
	Station 2 Total		21.0	807	2,312	2.2	6.3
3	M3	Ambulance	19.6	490	1,500	1.3	4.1
	E3	Engine	18.4	430	1,399	1.2	3.8
	BC	Pickup	39.4	134	204	0.4	0.6
	AC	Assistant Chief	125.6	8	4	0.0	0.0
	DC	Deputy Chief	88.2	3	2	0.0	0.0
	Station 3 Total		20.5	1,065	3,109	2.9	8.5
4	L4	Ladder	20.8	307	883	0.8	2.4
	M6	Ambulance	17.0	2	7	0.0	0.0
	E6	Engine	0.4	0	1	0.0	0.0
	Station 4 Total		20.8	309	891	0.8	2.4
5	L5	Ladder	22.8	208	548	0.6	1.5
SFD Total			20.2	3,509	10,408	9.6	28.5

Current UHU

Figure 18: Unit Hour Utilization

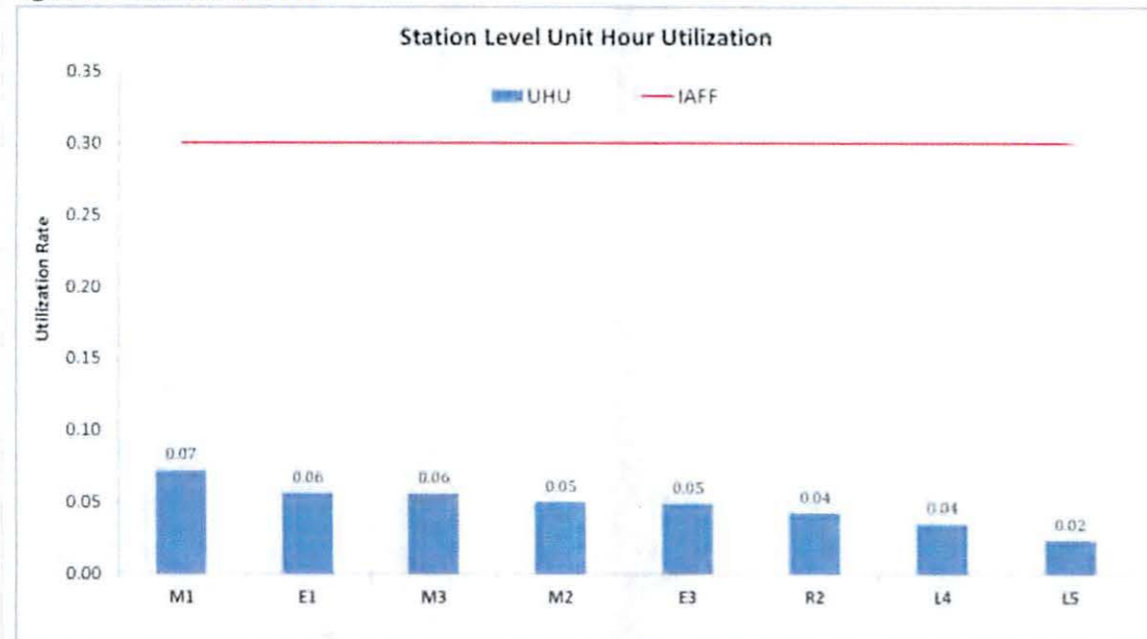


Table 19: Unit Hour Utilization

Station	Unit	Unit Type	Busy Hours	UHU
1	M1	Ambulance	629	0.07
1	E1	Engine	491	0.06
3	M3	Ambulance	490	0.06
2	M2	Ambulance	438	0.05
3	E3	Engine	430	0.05
2	R2	Rescue Engine	370	0.04
4	L4	Ladder	307	0.04
5	L5	Ladder	208	0.02

Current Performance

2017 Average & 90th Percentile Response Components & Times

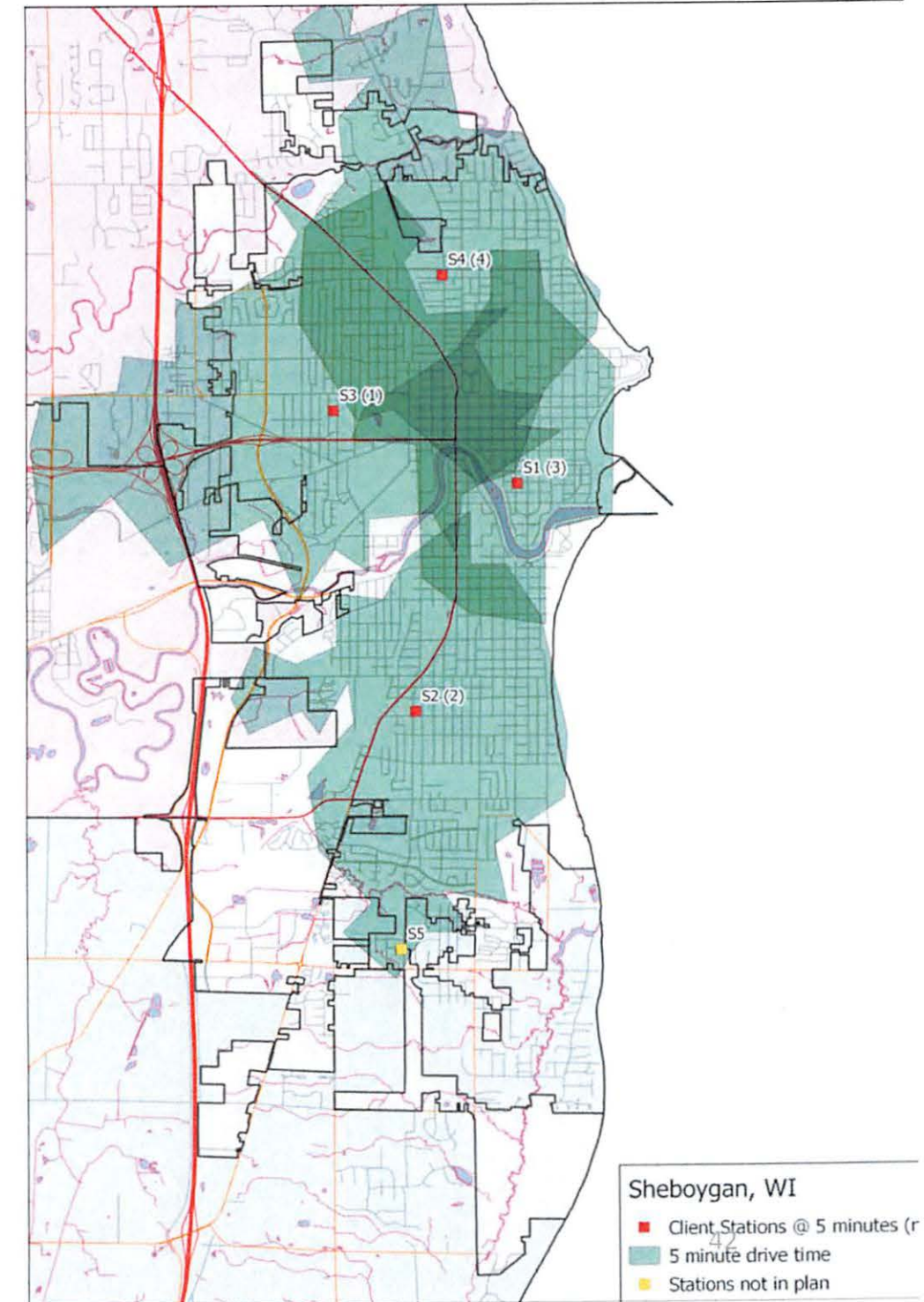
Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	2.1	1.3	2.7	6.1	3,361
Fire	1.8	1.6	3.4	6.8	340
Hazmat	1.6	1.6	3.5	6.7	84
Total	2.1	1.4	2.8	6.2	3,785

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	3.5	2.2	4.6	8.9	3,361
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Hazmat	2.7	2.3	6.2	9.8	84
Total	3.4	2.2	4.7	9.0	3,785

Marginal Utility

Table 4: Marginal Fire Station Contribution for 5-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,183	2,183	42.53%
2	S2	1,238	3,421	66.65%
3	S1	797	4,218	82.17%
4	S4	413	4,631	90.22%
5	S5	180	4,811	93.73%



Relevant Findings

ISO Rating as of Oct 1st 2018

FSRS Feature	Earned Credit	Credit Available
Emergency Communications		
414. Credit for Emergency Reporting	3.00	3
422. Credit for Telecommunicators	3.20	4
432. Credit for Dispatch Circuits	2.76	3
440. Credit for Emergency Communications	8.96	10
Fire Department		
513. Credit for Engine Companies	5.87	6
523. Credit for Reserve Pumpers	0.50	0.50
532. Credit for Pump Capacity	3.00	3
549. Credit for Ladder Service	2.74	4
553. Credit for Reserve Ladder and Service Trucks	0.00	0.50
561. Credit for Deployment Analysis	9.05	10
571. Credit for Company Personnel	6.79	15
581. Credit for Training	6.51	9
730. Credit for Operational Considerations	2.00	2
590. Credit for Fire Department	36.46	50
Water Supply		
616. Credit for Supply System	27.77	30
621. Credit for Hydrants	2.92	3
631. Credit for Inspection and Flow Testing	7.00	7
640. Credit for Water Supply	37.69	40
Divergence	-4.26	-
1050. Community Risk Reduction	5.18	5.50
Total Credit	84.03	105.50

ISO Perspective Engine & Ladder Placement

Figure 10: 1.5 Mile Engine Polygons

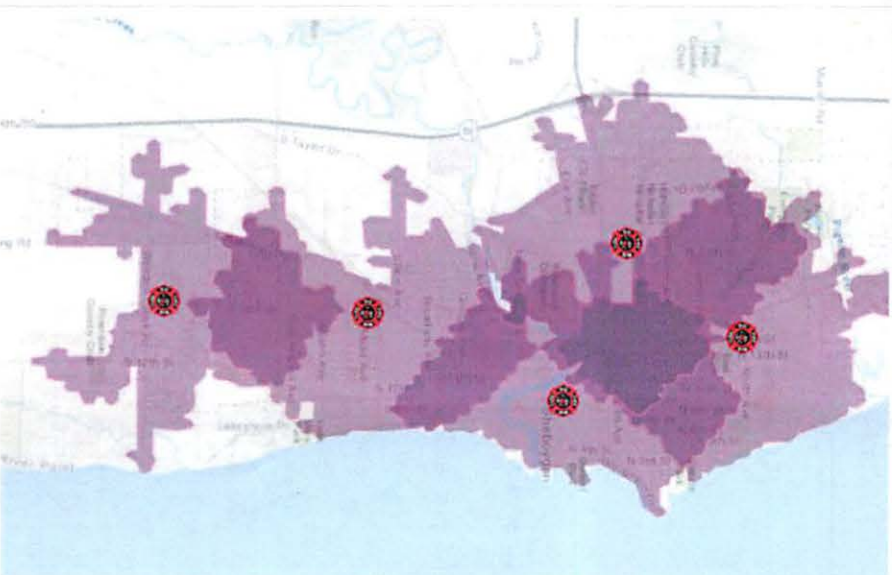


Figure 11: Current Stations 4 and 5 with Ladder Trucks - ISO 2.5 Mile

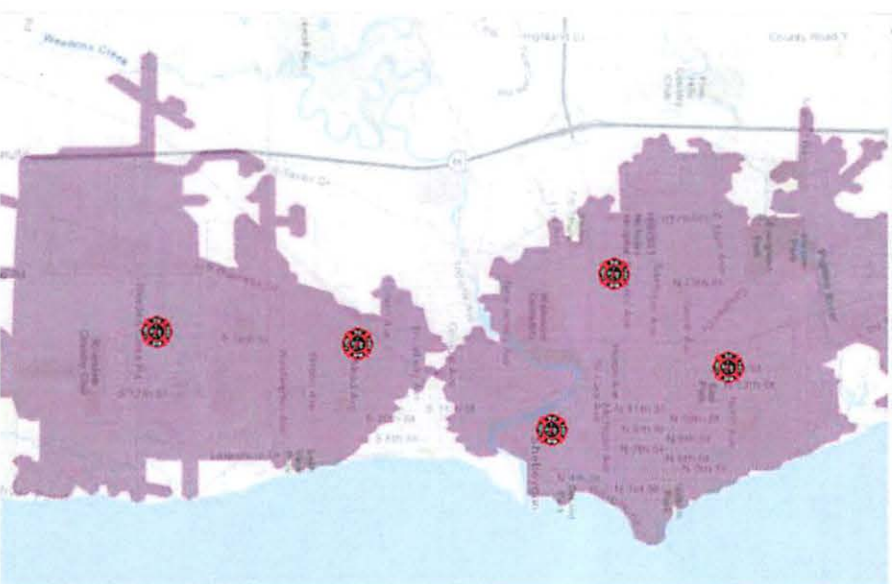
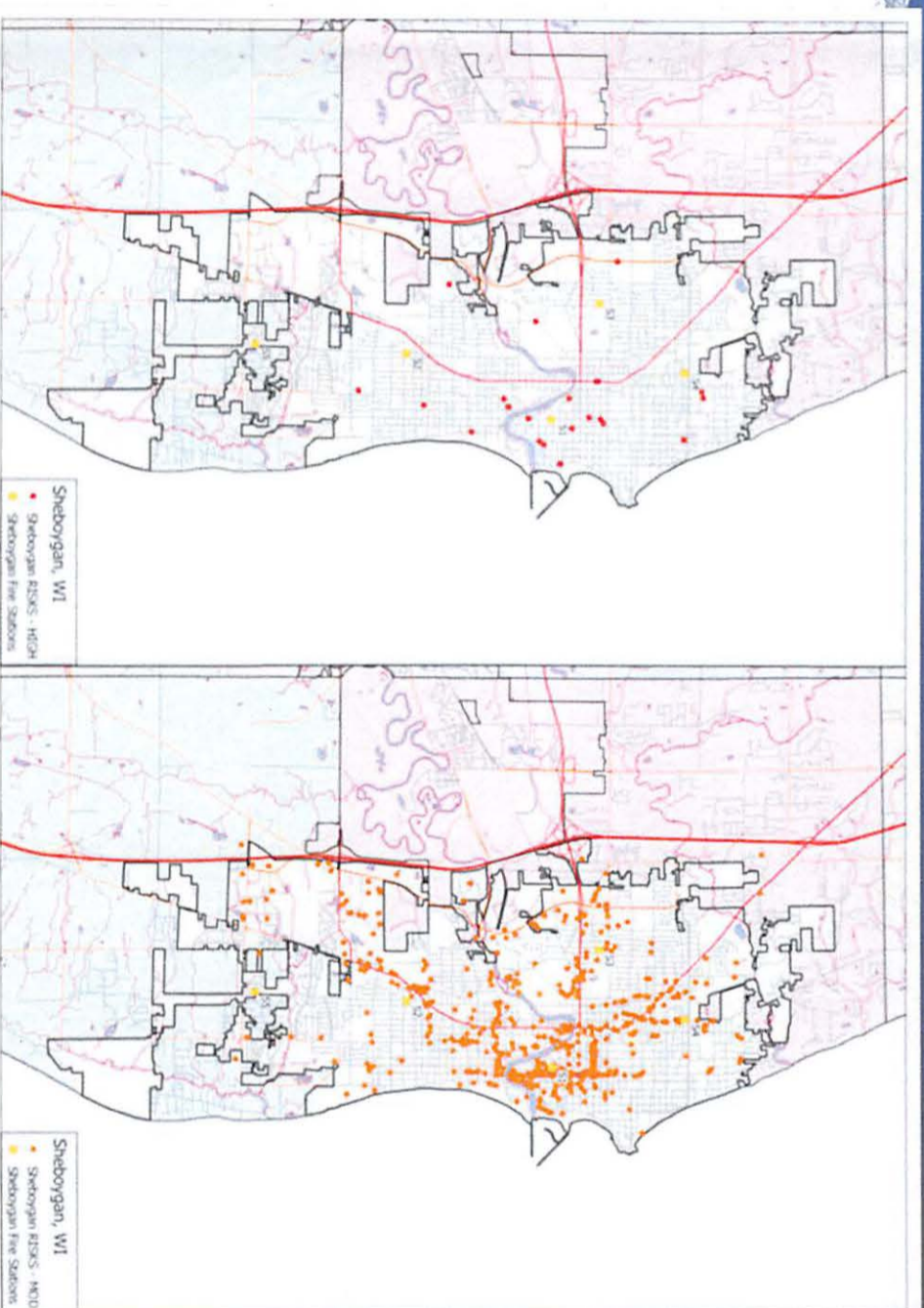


Figure 12: Current Stations 1, 4, and 5 with Ladder Trucks - ISO 2.5 Mile



ISO Independently Rated Properties



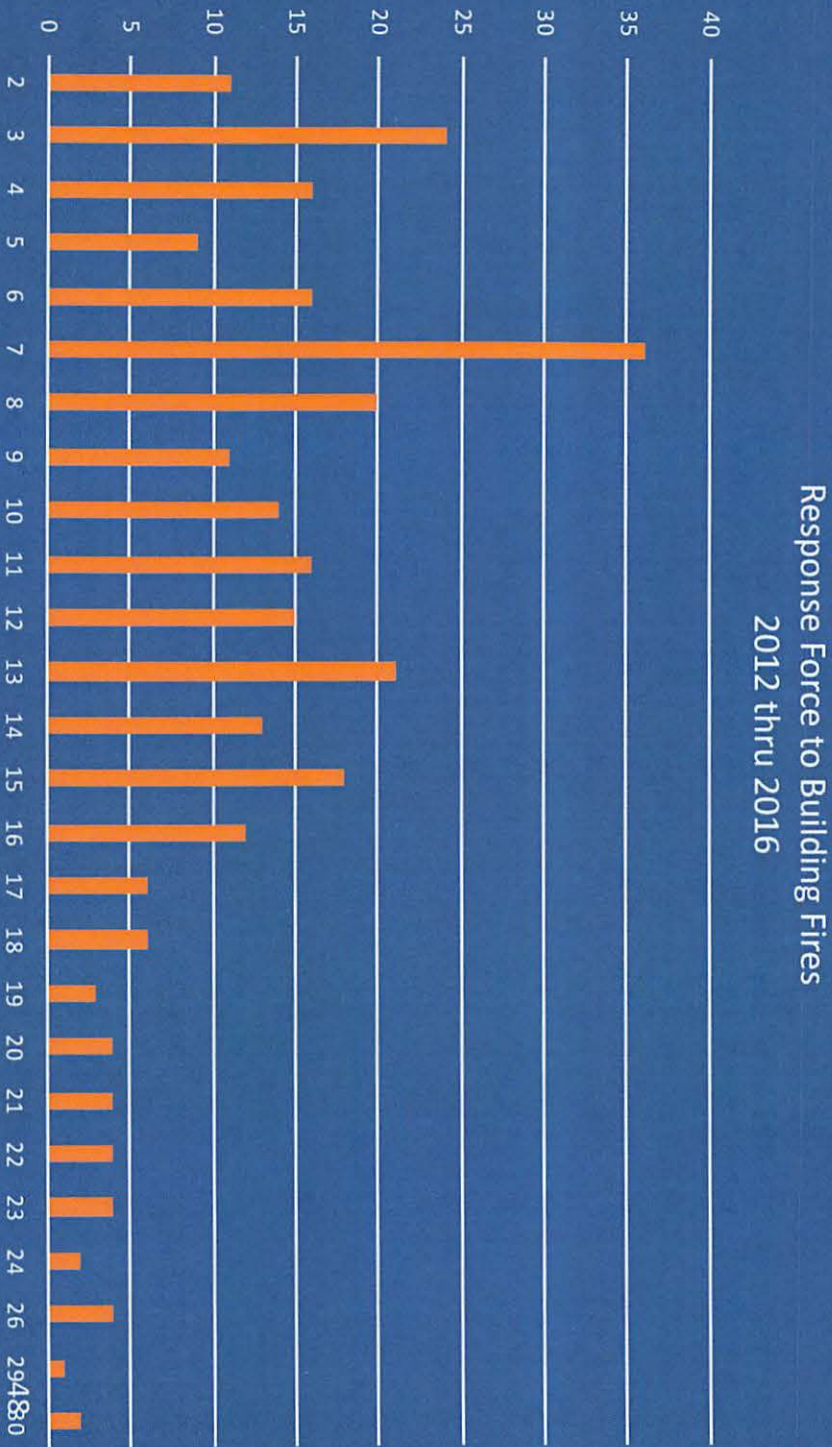
NFIRS Related Metrics

NFIRS Reported Fire Loss Statistics – 2012 thru 2016

Community	Fire per Thousand Population	Civilian Deaths per Million Population	Civilian Injuries per Million Population	Property Loss per Capita
Sheboygan	2.94	12.4	136.6	\$ 26.72
Midwest: 50K - 100K	2.40	7.7	47.4	\$ 22.60
NFPA: Nationwide	4.20	10.5	45.3	\$ 32.90

NFIRS Reported Response Force to Building Fires

- There were a reported 292 building fires reported during the fire year period, or an average of just over 1 per week.
- Average of 11.2 to each building fire



Relevant Findings

PROS

- Response times are strong – 4.7 minutes travel & 9.0 minutes total at the 90th percentile
- Existing workloads reflect significant system capacity
- Overall risk profile is ***moderate***

CONS

- Depending on desired staffing levels for structure fires, challenges may exist in the assembly of an effective response force
- Fire death & injury rates may reflect an opportunity for increased fire prevention education



Working Alternatives

Various Policy Alternatives

- 4 potential policies re: deployment
 - Maintain current response time performance (5 minutes for 90% of incidents) w/ existing 5 stations
 - Maintain current response time performance employing 4 optimized stations
 - Improve current response time performance (4 minutes for 90% of incidents) by employing 5 optimized stations
 - Reduce current response time performance by employing 5 current stations (6 minutes for 90% of incidents)

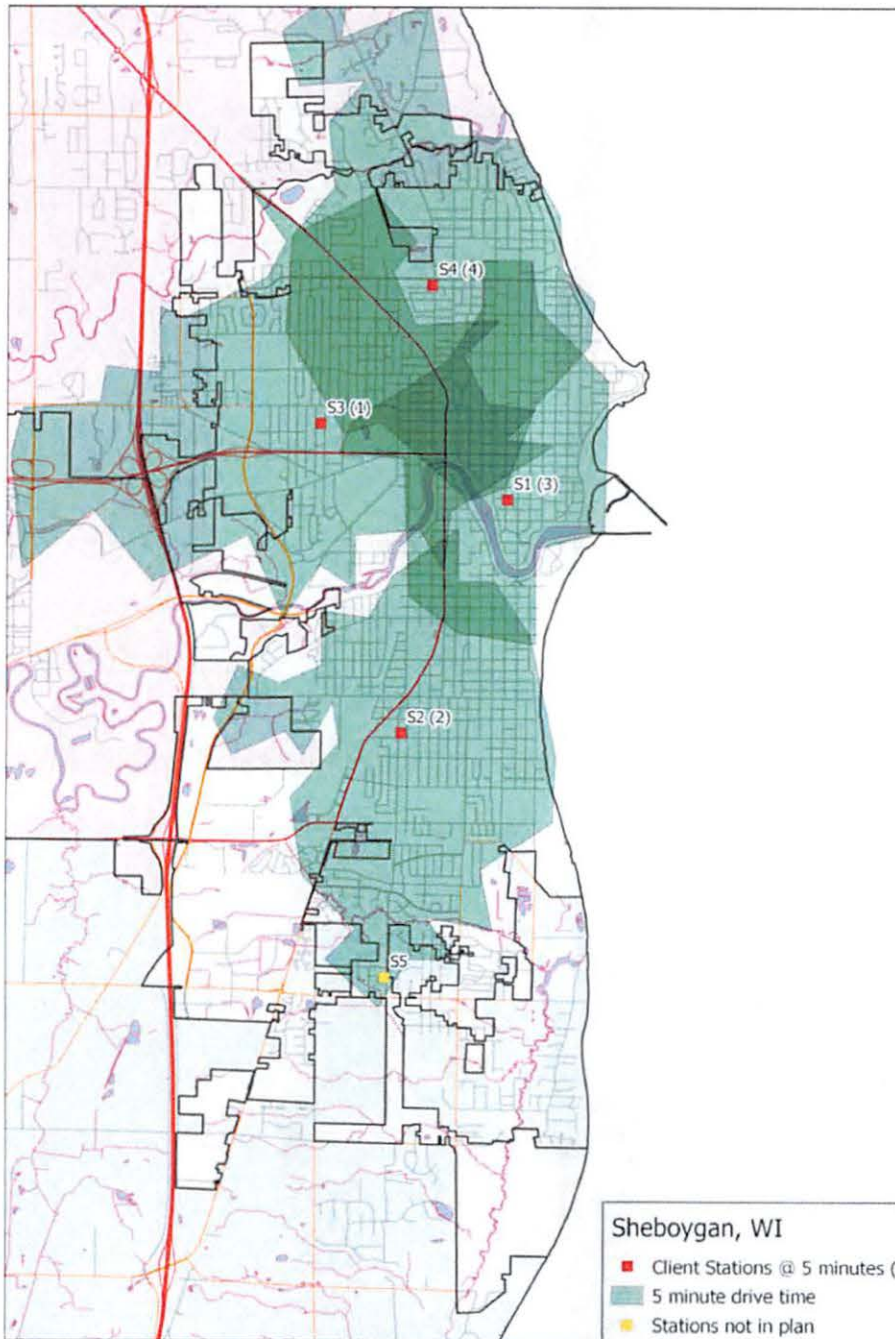


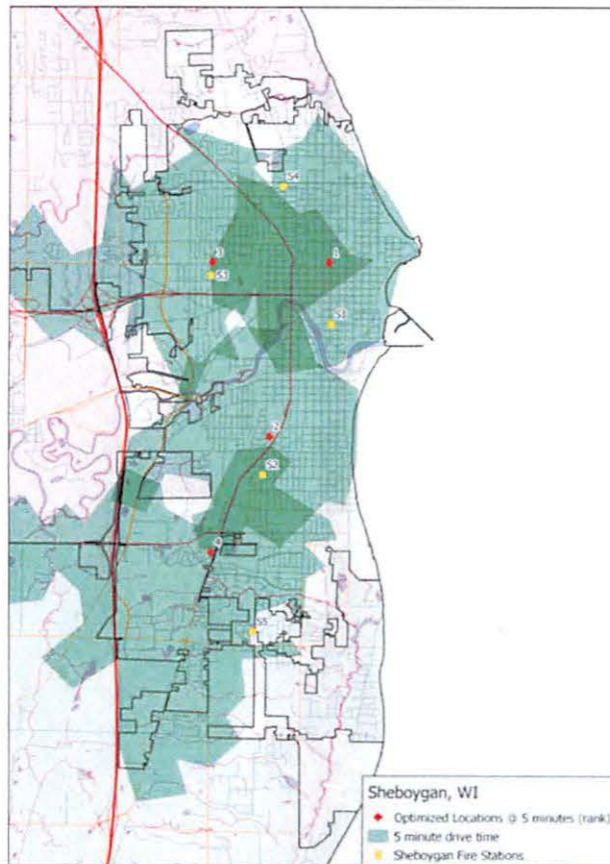
Table 4: Marginal Fire Station Contribution for 5-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,183	2,183	42.53%
2	S2	1,238	3,421	66.65%
3	S1	797	4,218	82.17%
4	S4	413	4,631	90.22%
5	S5	180	4,811	93.73%

When referring to the mapping output below, the areas of the city that are not shaded with green, represent a maximum of 10% of the incidents that would not be responded to within 5-minutes. All requests for service would be answered, but they may be answered between 5:01 and 8:00 minutes. Finally, any areas that is shaded with progressively darker shades of green represent areas where more than one station can cover the same territory within the respective travel time being

Status Quo Performance with 5 Minute @ 90th – Current 5 Stations

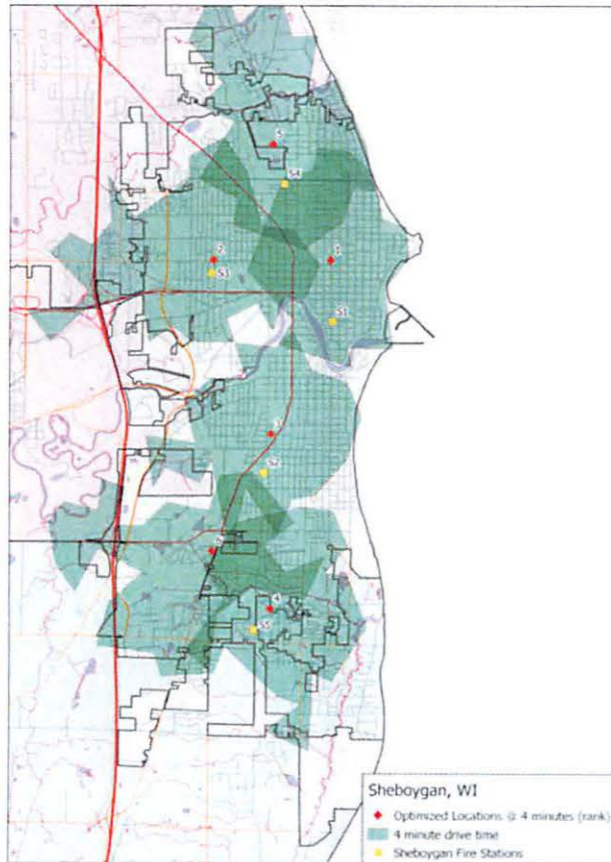
Status Quo Performance with 5 Minute @ 90th - Optimized 4 Stations



Analyses were completed to develop an optimized station distribution model for a 5-minute travel time. This evaluation suggests, that an optimized 4-station model can provide for approximately 93% effectiveness covering all incidents within 5-minutes. This optimized configuration only improves performance by approximately 3%, compared to the current 4-station configuration. Considering the current 5-station deployment, this model would maintain the same performance with 4-stations at 93%.

Therefore, the city and department could consider the following policy options:

- Operate out of 4 stations until the call volume in Station 5's territory increases
- Continue to operate out of all 5 stations to cover the geographic area irrespective of the current community demands
- Continue to operate out of all 5 stations, but utilize Station 5 as a flexible resource when needed
- Utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 3 and 2 would cover the greatest number of calls, 66%, within the performance objective of 5 minutes.



Analyses were completed to develop an optimized station distribution model for a 4-minute travel time consistent with NFPA 1710. This evaluation suggests, that an optimized 6-station model can provide for greater than 92% effectiveness covering all incidents within 4-minutes or less travel time. In comparison, the current 5-station configuration achieved 4 minutes or less approximately 82% of the time, or an improvement of approximately 10%.

A graphic illustration is presented below that includes the proposed station locations as well as the existing facilities.

Improved Performance with Optimized 4-Minute Travel Time – Optimized 5 Stations

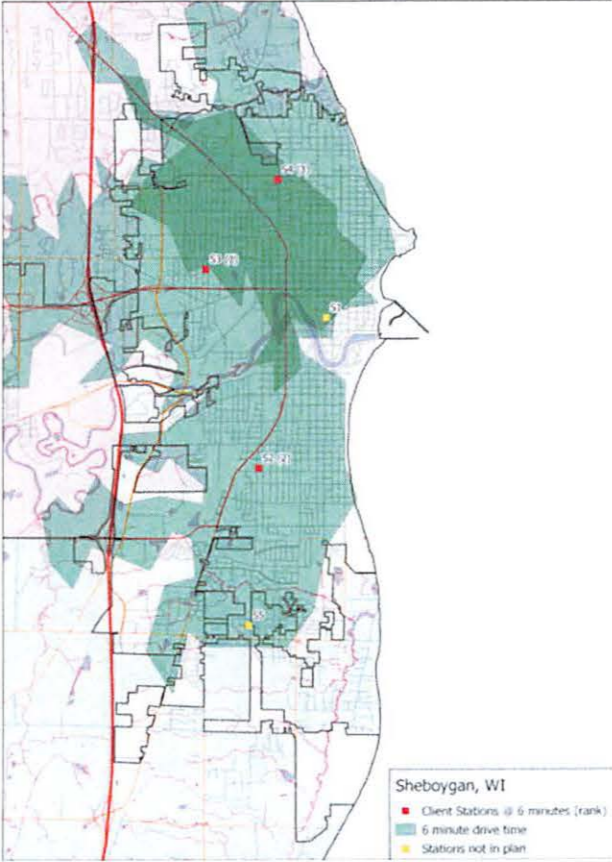
The analysis demonstrates that the current station configuration could capture nearly 92% of the incidents within 6 minutes with the utilization of 3 fire stations and 97% with all five stations. Stations 1 improves coverage by approximately 3.14% and Station 5 improves performance by an additional 2.32% with a 5-minute travel time. Collectively, stations 1 and 5 improve performance by 5.46%.

Therefore, the city and department could consider the following policy options:

- Operate out of 3 stations until the call volume in Station 5's territory increases
- Continue to operate out of all 5 stations to cover the geographic area irrespective of the current community demands
- Continue to operate out of all 5 stations, but utilize Station 5 and 1 as a flexible resources when needed
- Utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 3 and 2 would cover the greatest number of calls, 83%, within the performance objective of 6 minutes.

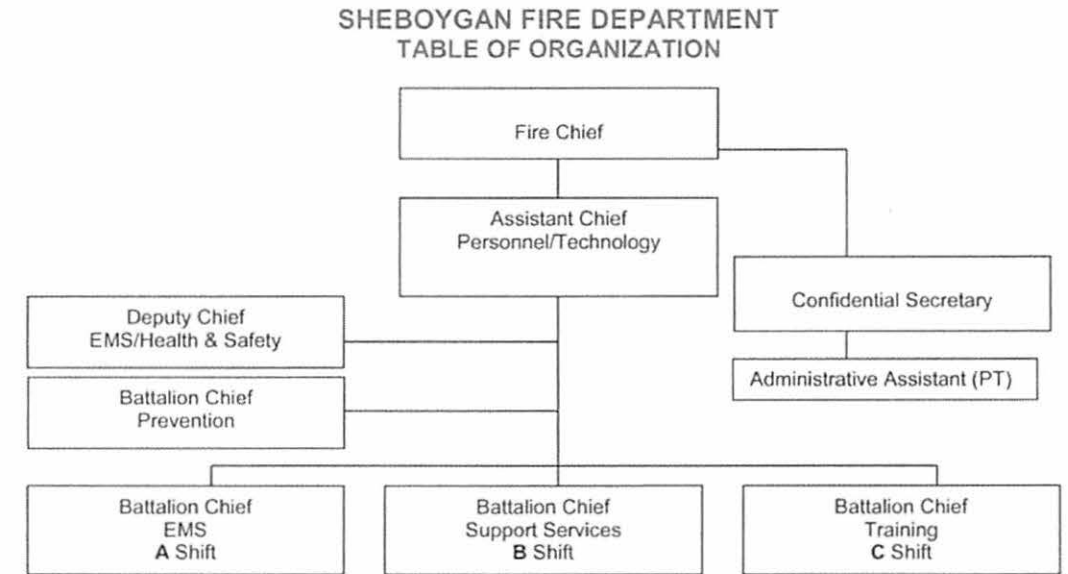
Table 5: Marginal Fire Station Contribution for 6-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,857	2,857	55.66%
2	S2	1,405	4,262	83.03%
3	S4	440	4,702	91.60%
4	S1	161	4,863	94.74%
5	S5	119	4,982	97.06%



Performance with 6-Minute Travel Time – Current 5 Stations

- Response resources are sufficient to handle current levels of performance
- Administrative staffing is challenged to fully address ongoing training, public education, shift supervision and internal communications effectively
 - The City should consider allocating an additional resources for fire administration



Organizational Structure

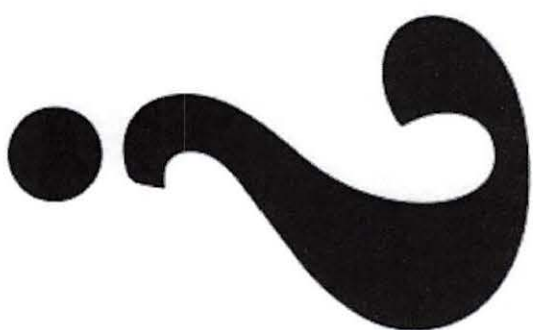
Recommendations

From a program accounting perspective, the City should consider adjusting their financials to reflect 18 FTEs adjusted to 75% as a more representative cost allocation for EMS staffing requirements.

Prospectively, the City will benefit from an ambulance replacement schedule that is staggered. This will allow the rolling fleet to be continuously updated while keeping maintenance cost more consistent.

The City should consider allocating additional resources for fire administration.

The City should codify a status quo performance baseline of 5-minute travel time for 90% of incidents utilizing their 5 existing stations



SECTION 3: Data Analysis

Methodology

We collected five years of CAD data (2013 to 2017) from Sheboygan Fire Department (SFD). In this report, we primarily focused our analysis on the 2017 calendar year.

In this report, we utilized two distinct measures of call volume and workload. First, is the number of requests for service that are defined as either “dispatches” or “calls”. Dispatches/calls are the number of times a distinct incident was created. Conversely, “responses” are the number of times that an individual unit (or units) responded to a call. Responses will be utilized on all Unit and Station level analyses, which account for all elements of workload and performance. Calls have been categorized as EMS, Fire, Hazard and Mutual aid respectively. We classified call types using nature of incident. Calls associated with a transport time were identified as transport calls.

Dispatch time in this report is calculated from the time a 911 call was answered by the dispatcher through the time a unit was dispatched. Thus, dispatch time includes time the dispatcher created the incident request in the system. On average, a dispatcher spent 49 seconds to create an emergency request (lights and sirens response) in the system. This report focuses on calls responded with lights and sirens, and mainly analyzes dispatch time, turnout time, travel time, and response time of the first arriving units. However, we also present response time performance on calls responded without lights and sirens for comparison.

Community Response History

In the year of 2017, a total of 5,142 incidents were recorded in CAD, which reflected a year over year growth rate at 3.0%. EMS service requests totaled 3,943, accounting for 76.7% of the total number of incidents. The number of fire related calls were 1,050, which accounted for 20.4% of the total incidents. A total of 48 incidents were mutual aid outside SFD’s jurisdiction.

The number of individual unit responses will be more reflective of total department workload since on average 2.0 SFD units responded to an incident. As summarized in Table 3, all units in SFD combined made 10,408 responses, and were busy on emergency calls 3,509 hours. On average, each response lasted 20.2 minutes from dispatched to clear.

Table 1: 2013-2017: Number of Incidents by Call Category

Program	Number of Calls				
	2013	2014	2015	2016	2017
EMS	3,773	3,877	3,877	3,890	3,943
Fire	1,082	1,007	1,001	978	1,050
Hazmat	109	95	117	92	101
Mutual	29	36	21	30	48
Total	4,993	5,015	5,016	4,990	5,142
Calls per Day	13.7	13.7	13.7	13.7	14.1
YoY Growth	NA	0.4%	0.0%	-0.5%	3.0%

Table 2: Number of Incidents by Category in 2017

Call Category	Number of Calls	Calls per Day	Call Percentage
Cardiac and stroke	349	1.0	6.8%
Seizure and unconsciousness	50	0.1	1.0%
Breathing difficulty	514	1.4	10.0%
Overdose and psychiatric	79	0.2	1.5%
Accident	166	0.5	3.2%
Fall and injury	532	1.5	10.3%
Illness and other	2,253	6.2	43.8%
EMS Total	3,943	10.8	76.7%
Structure fire	25	0.1	0.5%
Outside fire	63	0.2	1.2%
Alarm	342	0.9	6.7%
Public service	517	1.4	10.1%
Rescue	13	0.0	0.3%
Fire other	90	0.2	1.8%
Fire Total	1,050	2.9	20.4%
Hazmat	101	0.3	2.0%
Mutual aid	48	0.1	0.9%
Total	5,142	14.1	100.0%

Figure 23: Percentage of Total Incidents Dispatched by Program in 2017

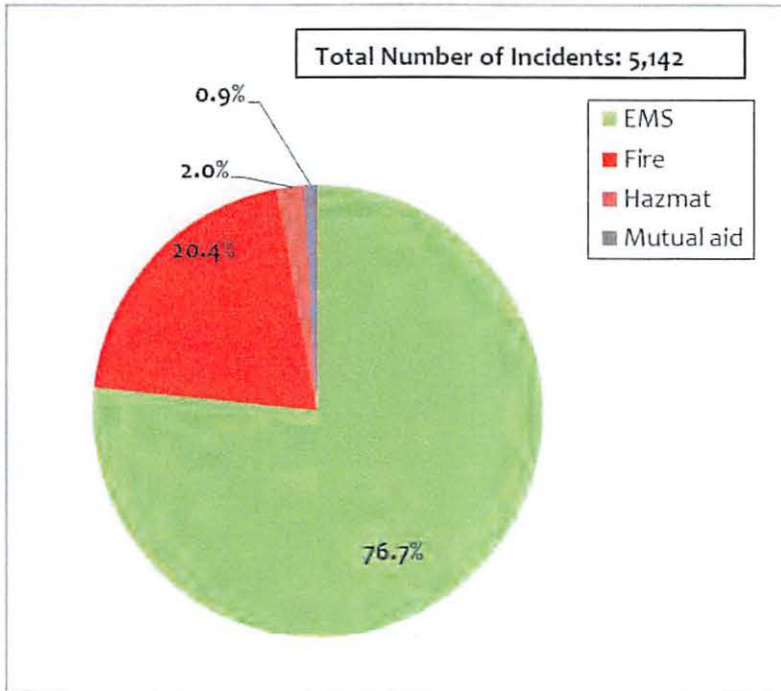


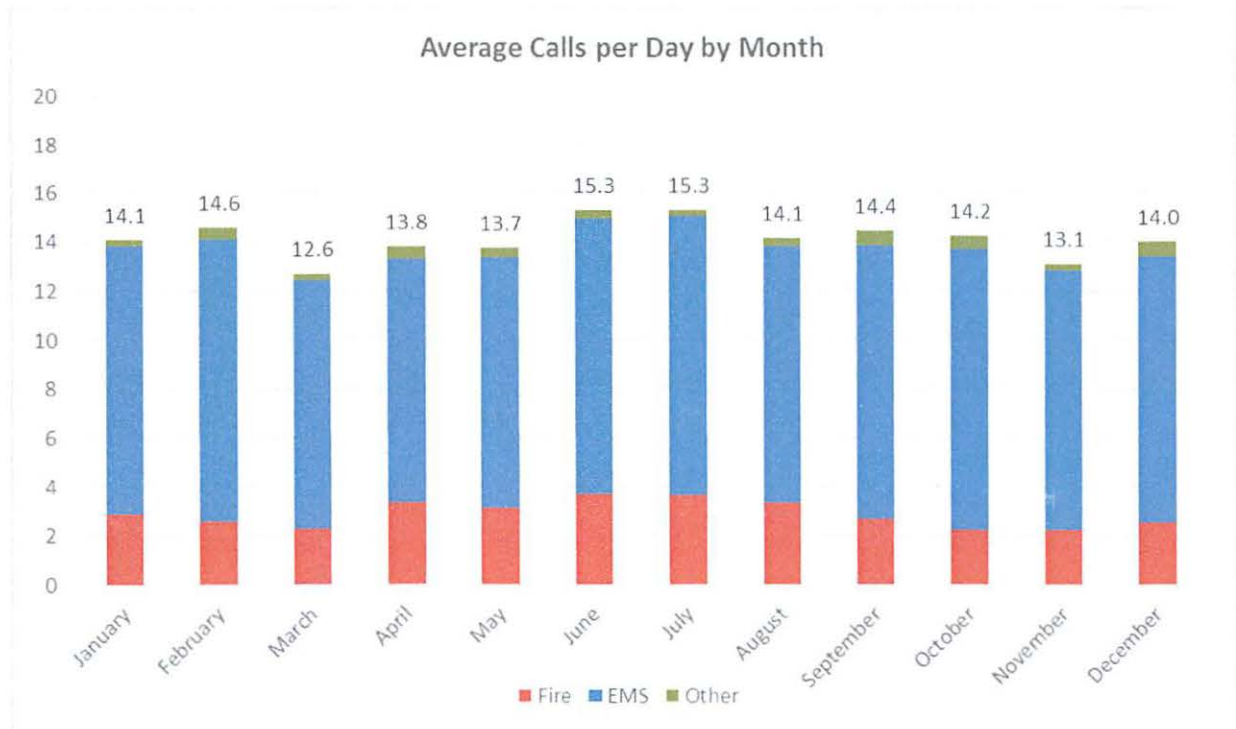
Table 3: Number of Calls, Number of Responses, and Total Busy Time by Program in 2017

Program	Number of Calls	Number of Responses	Average Responses per Call	Total Busy Hours	Average Busy Minutes per Response	Percentage of Total Busy Hours
EMS	3,943	7,871	2.0	2,451	18.7	69.8%
Fire	1,050	2,118	2.0	850	24.1	24.2%
Hazmat	101	352	3.5	174	29.6	5.0%
Mutual aid	48	67	1.4	34	30.6	1.0%
Total	5,142	10,408	2.0	3,509	20.2	100.0%

Temporal analyses were conducted to evaluate patterns in community demands. These measures examined the frequency of requests for service by month, day of week, and hour of day. In the following temporal analysis, hazmat and mutual aid calls were grouped into the other category for presentation purposes.

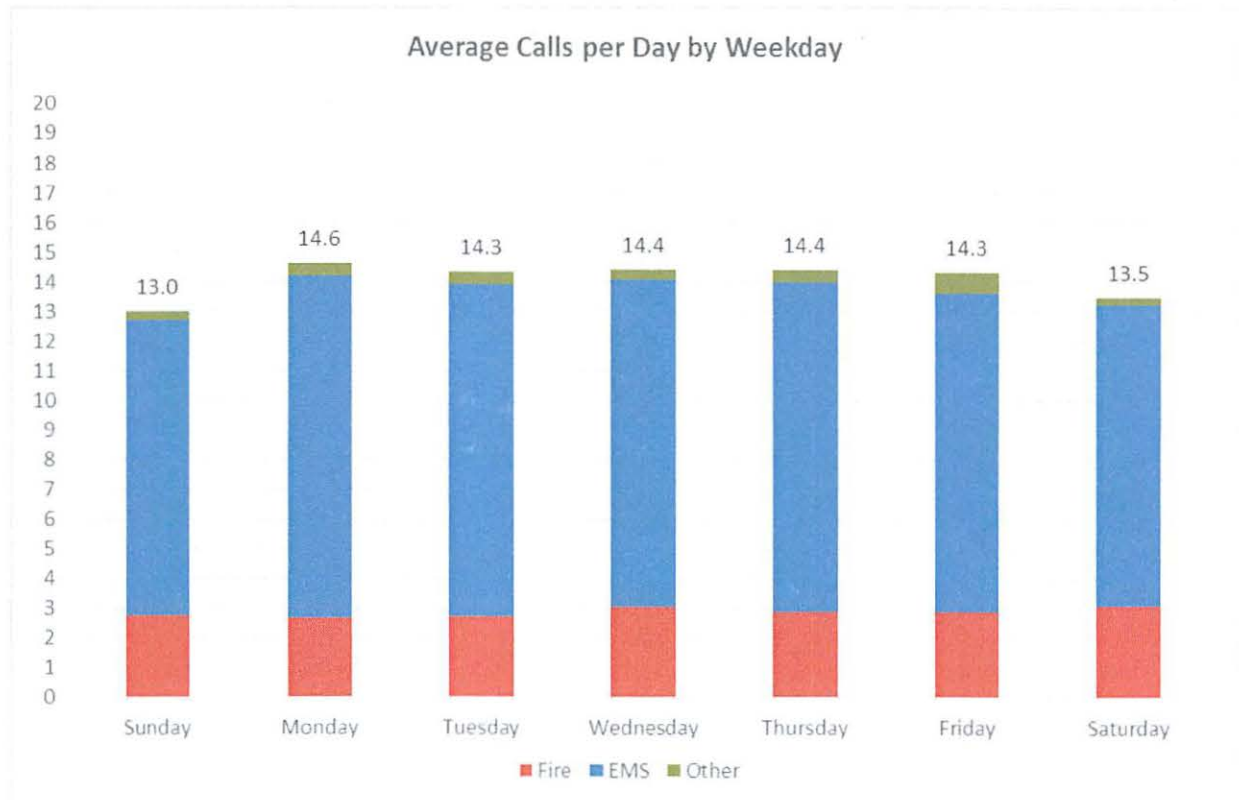
Overall, average requests per month ranged from a low of 12.6 per day in March to a high of 15.3 per day in June and July. The top three months with the most demands in the descending order are: July (15.3 per day), June (15.3 per day) and February (14.6 per day).

Figure 24: Overall: Average Calls per Day by Month



Similar analyses were conducted for requests by day of week. The data revealed that there is minor variability in the demand for services by day of week. Sunday was the lowest for the week at 13.0 calls per day. Monday has the highest frequency of requests for services at 14.6 calls per day.

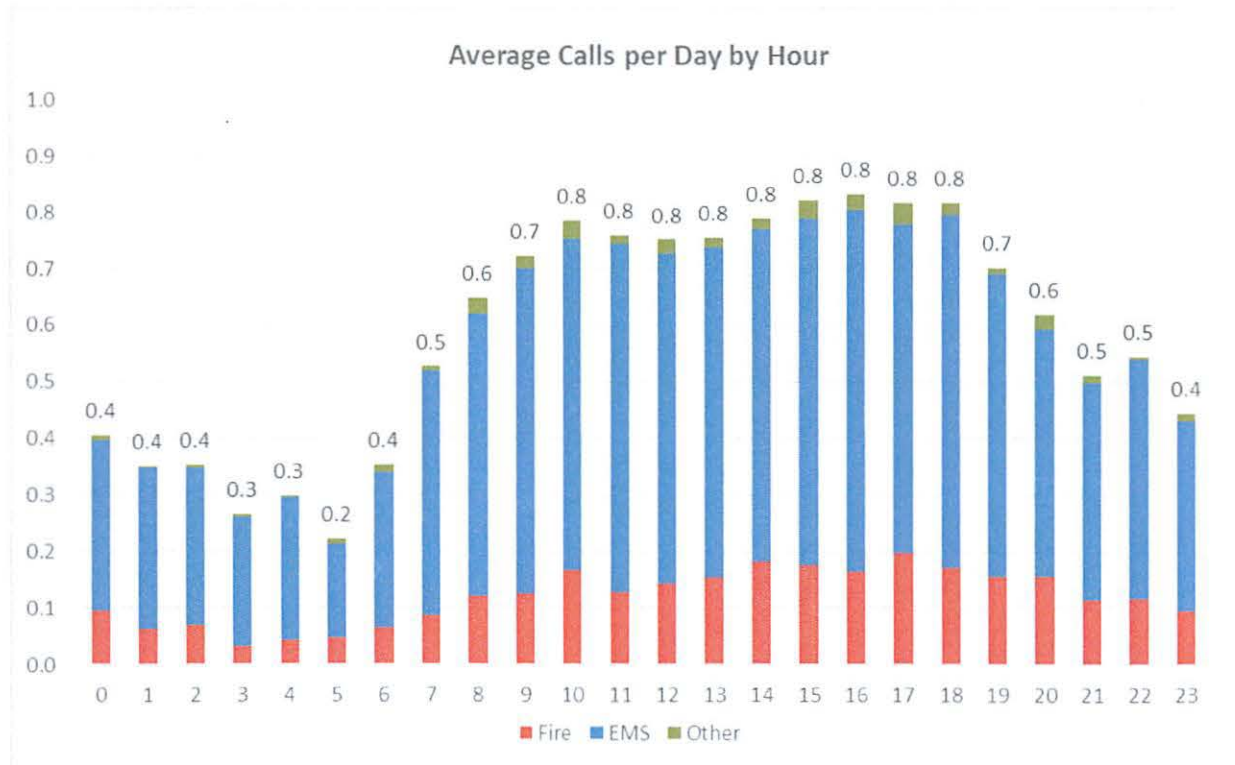
Figure 25: Overall: Average Calls per Day by Weekday



Overall demands were evaluated by the hour of the day. Considerable variability exists in the time of day that requests for emergency services are received. The hours that from midnight to 0600 are low demand hours of the day. While the middle of the day has the greatest frequency of calls, specifically the hours that begin at 1000 and 1800 averaging above 0.75 calls per day and per hour. The average number of calls per hour is 0.59 per day. The data illustrates that the busiest times of the day are between 1500 and 1800. The hour with the peak demand is at 1600.

To provide a more granular understanding of the community's demand for emergency services, this temporal analysis included the average number of calls per hour. In other words, when referring to the figure below, the busiest hour is at 1600 with 304 calls during that hour. The average number of calls per hour is a daily average for those 304 calls if they were equally distributed. Therefore, the busiest hour per day would be at 1600 with an average hourly call volume at 0.83 calls per day. The second busiest hour is at 1500 with 300 calls during the hour, and averaged 0.82 calls per hour.

Figure 26: Overall: Average Calls per Day by Hour



Overall, SFD's units made 10,408 unit responses, and the total busy hours were 3,509 hours. SFD has 5 stations. Station 1 was the busiest station, and their average number of unit responses per day was 9.7. Station 5 had the least unit responses, averaging 1.5 responses per day.

Table 4: Overall Workload by Unit

Station	Unit	Type	Avg. Busy Minutes per Response	Annual Busy Hours	Annual Total Responses	Busy Hours per Day	Unit Responses per Day
1	M1	Ambulance	19.8	629	1,909	1.7	5.2
	E1	Engine	18.0	491	1,639	1.3	4.5
	Station 1 Total		18.9	1,120	3,548	3.1	9.7
2	M2	Ambulance	20.8	438	1,264	1.2	3.5
	R2	Rescue Engine	21.2	370	1,048	1.0	2.9
	Station 2 Total		21.0	807	2,312	2.2	6.3
3	M3	Ambulance	19.6	490	1,500	1.3	4.1
	E3	Engine	18.4	430	1,399	1.2	3.8
	BC	Pickup	39.4	134	204	0.4	0.6
	AC	Assistant Chief	125.6	8	4	0.0	0.0
	DC	Deputy Chief	88.2	3	2	0.0	0.0

Station	Unit	Type	Avg. Busy Minutes per Response	Annual Busy Hours	Annual Total Responses	Busy Hours per Day	Unit Responses per Day
	Station 3 Total		20.5	1,065	3,109	2.9	8.5
4	L4	Ladder	20.8	307	883	0.8	2.4
	M6	Ambulance	17.0	2	7	0.0	0.0
	E6	Engine	0.4	0	1	0.0	0.0
	Station 4 Total		20.8	309	891	0.8	2.4
5	L5	Ladder	22.8	208	548	0.6	1.5
SFD Total			20.2	3,509	10,408	9.6	28.5

This analysis focused on lights and sirens responses and utilized the first arriving units of all distinct incidents excluding mutual aid incidents. The mean (average) dispatch time was 126 seconds. The mean (average) turnout time was 84 seconds, travel time was 168 seconds, and response time was 371 seconds (six minutes and 11 seconds). The average response time is the same as the sum of the average dispatch time and turnout and travel time.

However, a more conservative and reliable measure of performance is the fractile or percentile. This measure is more robust, or less influenced by outliers, than measures of central tendency such as the mean. Best practice is to measure at the 90th percentile. In other words, 90% of all performance is captured expecting that 10% of the time the department may experience abnormal conditions that would typically be considered an outlier. For example, if the department were to report an average response time of six minutes, then in a normally distributed set of data, half of the responses would be longer than six minutes and half of the responses would be less than six minutes. The 90th percentile communicates that 9 out of 10 times the department performance is predictable and thus more clearly articulated to policy makers and the community.

The performance for dispatch time at the 90th percentile was 204 seconds (three minutes and 24 seconds), turnout time at the 90th percentile was 134 seconds (2 minutes and 14 seconds), travel time was 284 seconds (four minutes and 44 seconds), and response time was 538 seconds (eight minutes and 58 seconds). Please note that the summation of 90th percentile dispatch time, 90th percentile turnout time and 90th percentile travel time is not the same as 90th percentile response time.

Table 5: Average Dispatch, Turnout and Travel Time of First Arriving Units by Program

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	2.1	1.3	2.7	6.1	3,361
Fire	1.8	1.6	3.4	6.8	340
Hazmat	1.6	1.6	3.5	6.7	84
Total	2.1	1.4	2.8	6.2	3,785

Figure 27: Average Turnout and Travel Time by Call Category

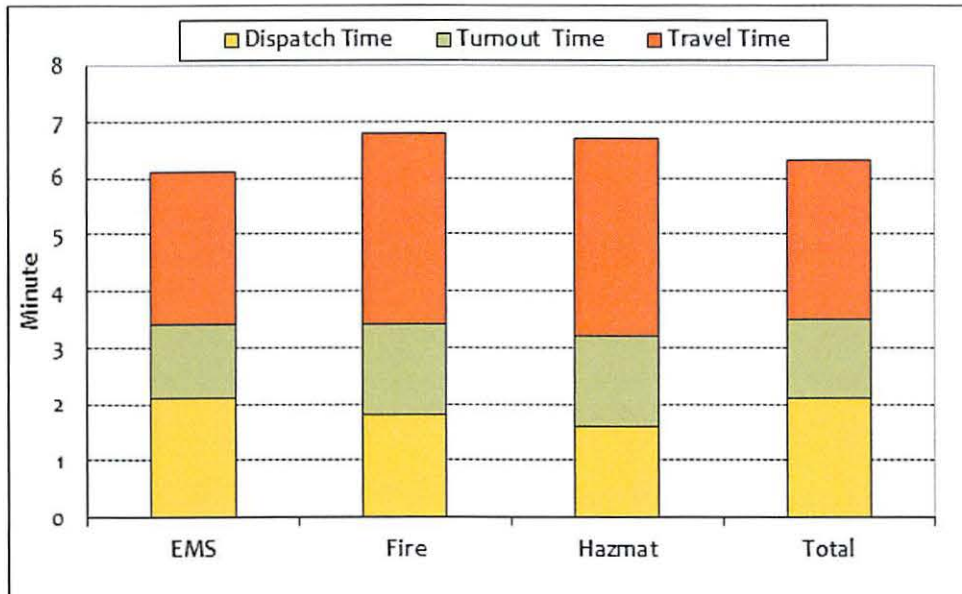


Table 6: 90th Percentile Turnout and Travel Time of First Arriving Units by Program

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	3.5	2.2	4.6	8.9	3,361
Fire	2.9	2.4	5.7	9.7	340
Hazmat	2.7	2.3	6.2	9.8	84
Total	3.4	2.2	4.7	9.0	3,785

The distributions of turnout and travel time were also analyzed. A total of 27% of calls had turnout time of one minute or less, and 84% of calls had turnout time of two minutes or less. A total of 37% calls had travel time of two minutes or less, and 92% of calls had travel time of five minutes or less.

Figure 28: All Calls: Distribution of Turnout Time of First Arriving Unit

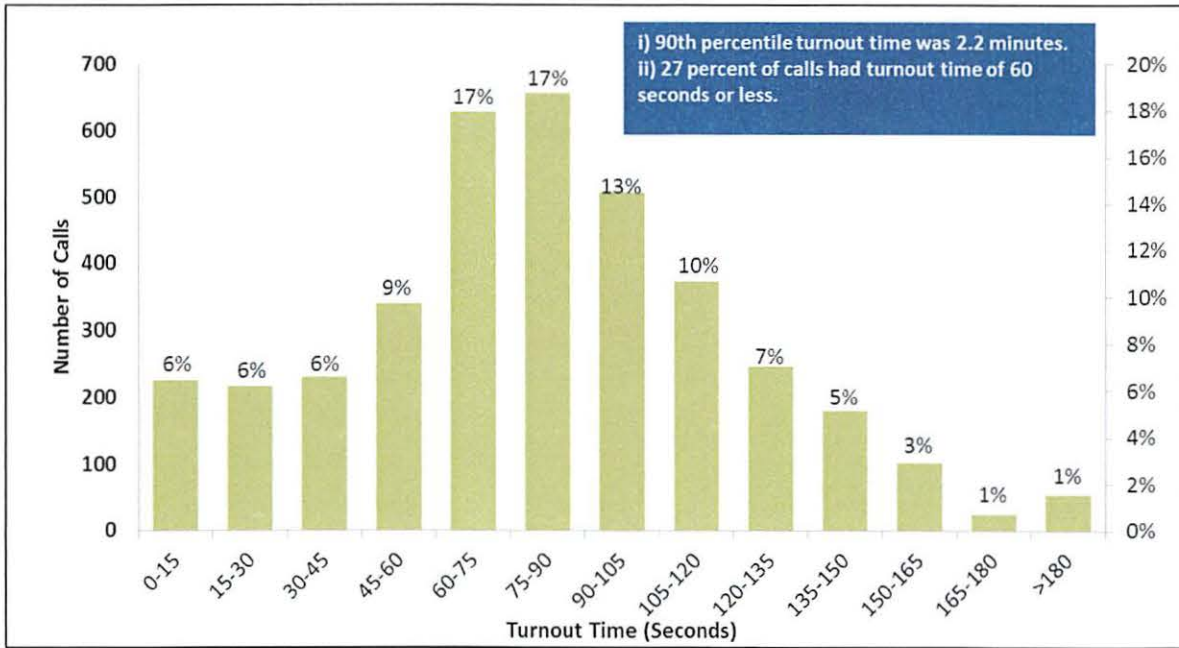
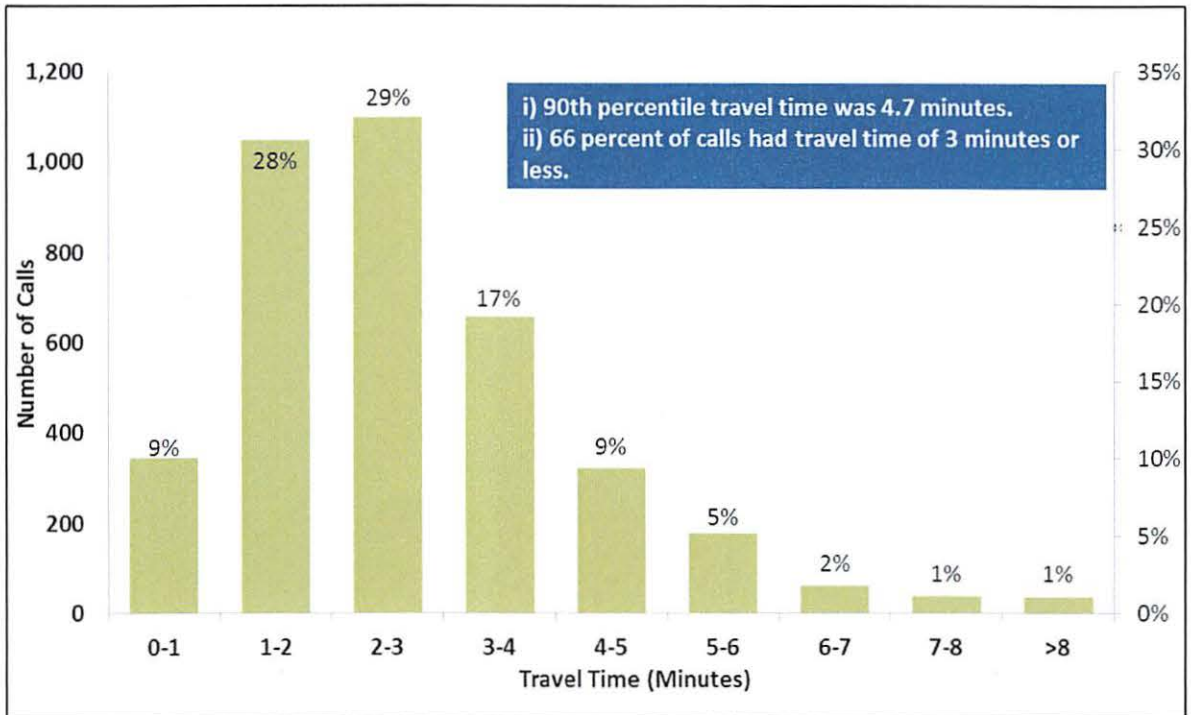


Figure 29: All Calls: Distribution of Travel Time of First Arriving Unit



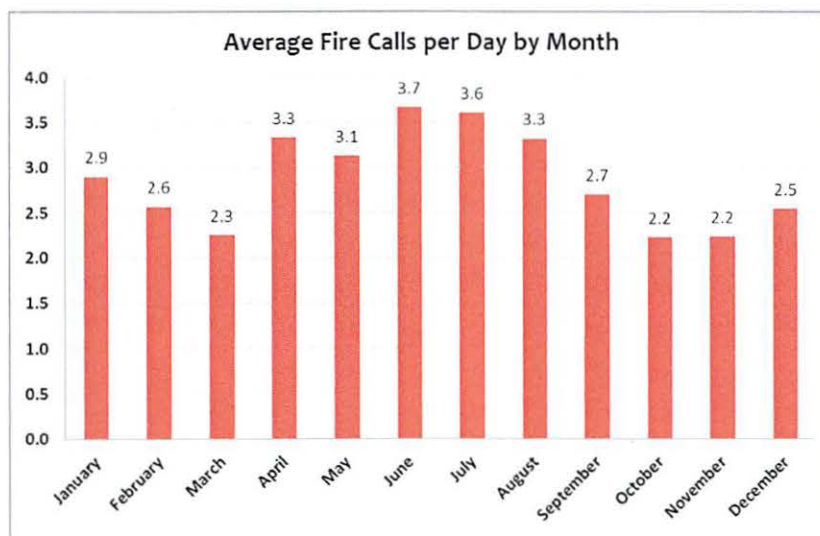
Fire Services

Temporal analyses were conducted to evaluate patterns in community demands for fire related services. These measures examined the frequency of requests for service in 2017 calendar year by month, day of week, and hour of day. Results found that there was variability by month. The three months with most fire calls in order were: June (3.7 per day), July (3.6 per day), and August (3.3 per day). The three months with least fire calls in order were: November (2.2 per day), October (2.2 per day), and March (2.3 per day). Results are presented below.

Table 7: Total Fire Related Calls per Month

Month	Number of Calls	Calls per Day	Call Percentage
January	90	2.9	8.6
February	72	2.6	6.9
March	70	2.3	6.7
April	100	3.3	9.5
May	97	3.1	9.2
June	110	3.7	10.5
July	112	3.6	10.7
August	103	3.3	9.8
September	81	2.7	7.7
October	69	2.2	6.6
November	67	2.2	6.4
December	79	2.5	7.5
Total	1,050	2.9	100.0

Figure 30: Average Fire Related Calls per Month

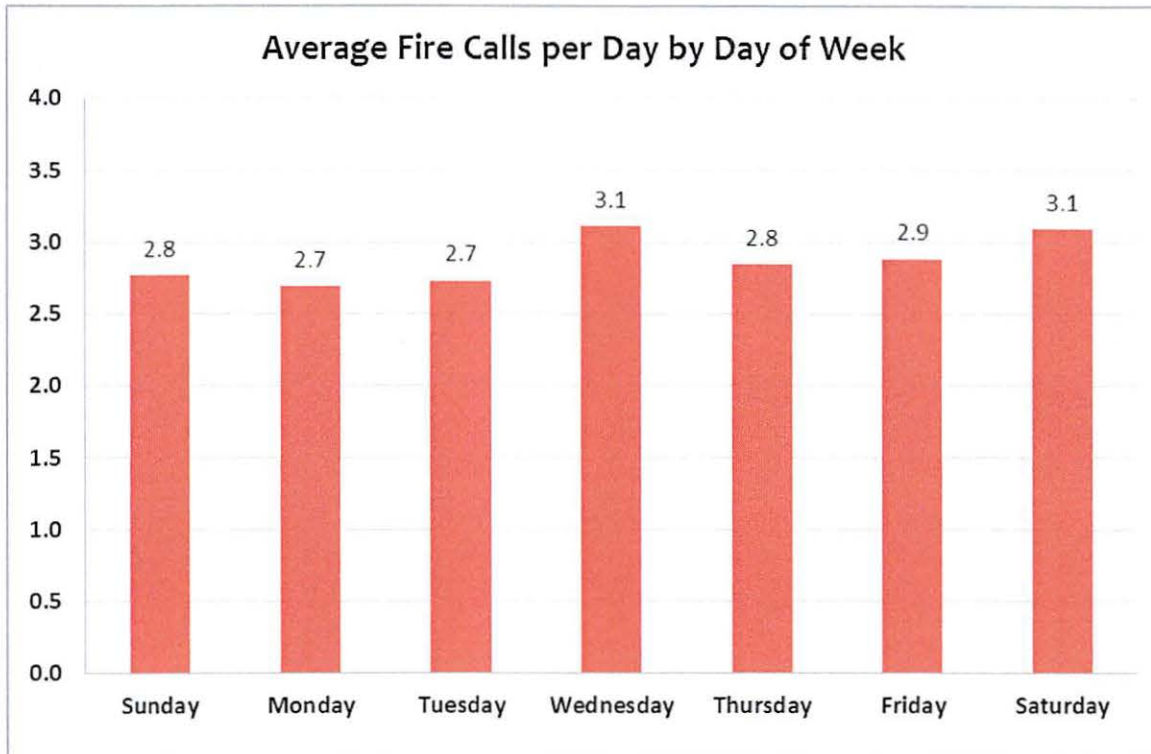


Similar analyses were conducted for fire related calls per day of week. The data revealed that there is minor variability in the demand for services by day of week. Monday was the lowest for the week, averaging 2.7 per day or 13.3 percent of the fire related calls for the week. Wednesday has the highest frequency of requests for fire related services averaging 3.1 calls per day and 15.4%. Results for this analysis are presented below.

Table 8: Total Fire Related Calls by Day of Week

Day of Week	Number of Calls	Calls per Day	Call Percentage
Sunday	144	2.8	13.7
Monday	140	2.7	13.3
Tuesday	142	2.7	13.5
Wednesday	162	3.1	15.4
Thursday	151	2.8	14.4
Friday	150	2.9	14.3
Saturday	161	3.1	15.3
Total	1,050	2.9	100.0

Figure 31: Average Fire Related Calls by Day of Week



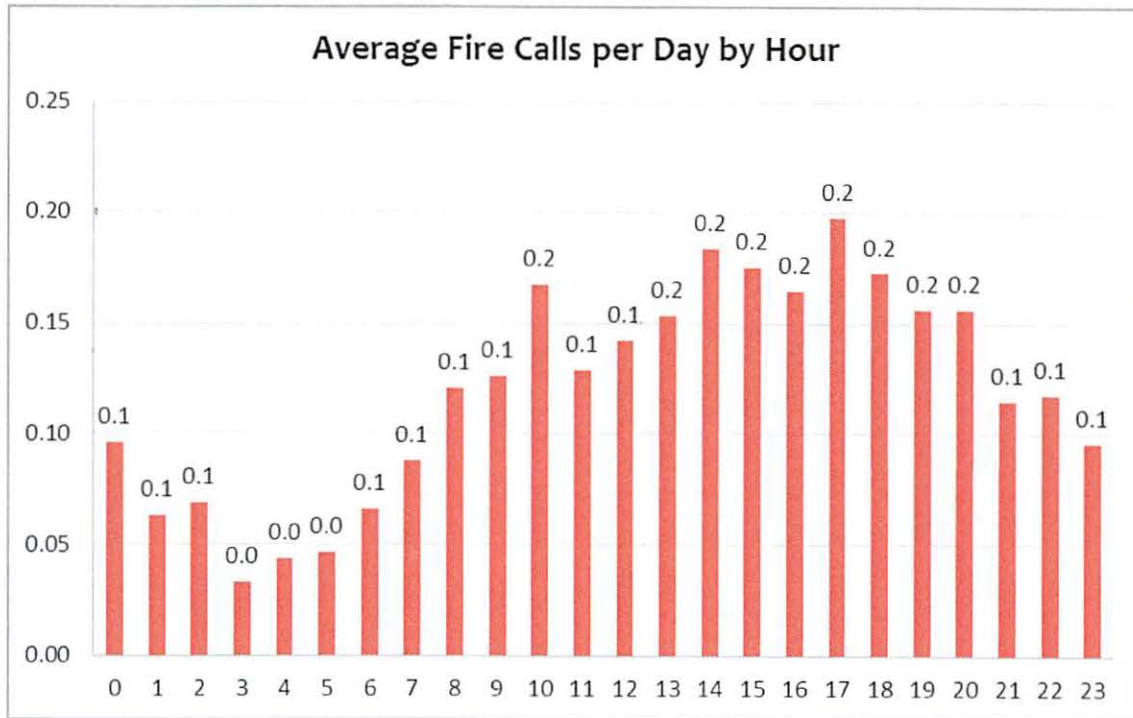
Fire related calls were evaluated by hour of the day. Considerable variability exists in the time of day that requests for fire related services are received. The hours that include midnight to

0700 have the lowest demands. While the middle of the day has the greatest frequency of calls, specifically from 1400 through 1800 are above 60 calls in a year. The average number of calls per hour in a year is 44. Finally, in an effort to provide a more granular understanding of the community's demand for fire related services, this temporal analysis included the average number of calls per hour. In other words, when referring to the Table below, the busiest hour is at 1700 with 72 calls during that hour in 2017. The average number of calls per hour is a daily average for those 72 calls if they were equally distributed. Therefore, the busiest hour per day would be at 1700 with an average hourly call volume of 0.20 calls per hour.

Table 9: Total and Average Fire Related Calls by Hour of Day

Hour of Day	Number of Calls	Calls per Day	Call Percentage
0	35	0.1	3.3
1	23	0.1	2.2
2	25	0.1	2.4
3	12	0.0	1.1
4	16	0.0	1.5
5	17	0.0	1.6
6	24	0.1	2.3
7	32	0.1	3.0
8	44	0.1	4.2
9	46	0.1	4.4
10	61	0.2	5.8
11	47	0.1	4.5
12	52	0.1	5.0
13	56	0.2	5.3
14	67	0.2	6.4
15	64	0.2	6.1
16	60	0.2	5.7
17	72	0.2	6.9
18	63	0.2	6.0
19	57	0.2	5.4
20	57	0.2	5.4
21	42	0.1	4.0
22	43	0.1	4.1
23	35	0.1	3.3
Total	1,050	2.88	100.0

Figure 32: Average Fire Related Calls per Day by Hour of Day



SFD made a total of 2,118 responses to fire related calls. The total time on task was 850 hours, and the average time on task was 24.1 minutes. Of the 5 stations, station 3 had the most responses to fire calls. Stations 4 and 5 had the least responses to fire calls.

Table 10: Workload by Unit for Fire Calls

Station	Unit	Type	Avg. Busy Minutes per Response	Annual Busy Hours	Annual Total Responses	Busy Hours per Day	Unit Responses per Day
1	M1	Ambulance	22.1	86	233	0.2	0.6
	E1	Engine	20.0	139	416	0.4	1.1
	Station 1 Total		20.7	224	649	0.6	1.8
2	M2	Ambulance	23.4	50	127	0.1	0.3
	R2	Rescue Engine	25.3	103	245	0.3	0.7
	Station 2 Total		24.6	153	372	0.4	1.0
3	M3	Ambulance	21.8	69	190	0.2	0.5
	E3	Engine	20.9	119	341	0.3	0.9
	BC	Pickup	41.0	99	145	0.3	0.4
	AC	Assistant Chief	115.1	6	3	0.0	0.0
	DC	Deputy Chief	158.3	3	1	0.0	0.0
	Station 3 Total		26.1	295	680	0.8	1.9

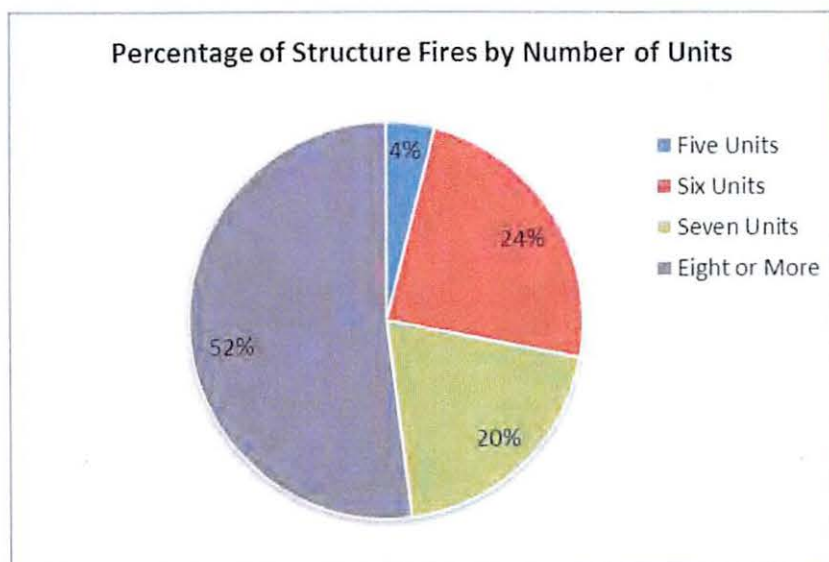
4	L4	Ladder	24.6	109	267	0.3	0.7
	M6	Ambulance	19.4	0	1	0.0	0.0
Station 4 Total			24.6	110	268	0.3	0.7
5	L5	Ladder	27.2	68	149	0.2	0.4
SFD Total			24.1	850	2,118	2.3	5.8

We analyzed number of responding SFD units by call type. Overall, 56% of fire calls were responded by one unit driven by public service calls, and 10% were responded to by two units. However, all structure fire calls were responded to by five or more units. A total of 32% of the outside fires were responded to by one unit. A total of 78% fire other calls were responded to by one unit.

Table 11: Number of Responding Units by Fire Call Type

Call Category	Number of SFD Units					Total
	1	2	3	4	5 or more	
Structure fire	0	0	0	0	25	25
Outside fire	20	17	10	12	4	63
Alarm	70	9	193	59	11	342
Public service	429	57	18	11	2	517
Rescue	0	4	5	1	3	13
Fire other	70	18	2	0	0	90
Total	589	105	228	83	45	1,050
Percentage	56.1%	10.0%	21.7%	7.9%	4.3%	100.0%

Figure 33: Percentage of Structure Fire Calls by Number of Responding Units



Emergency Medical Services

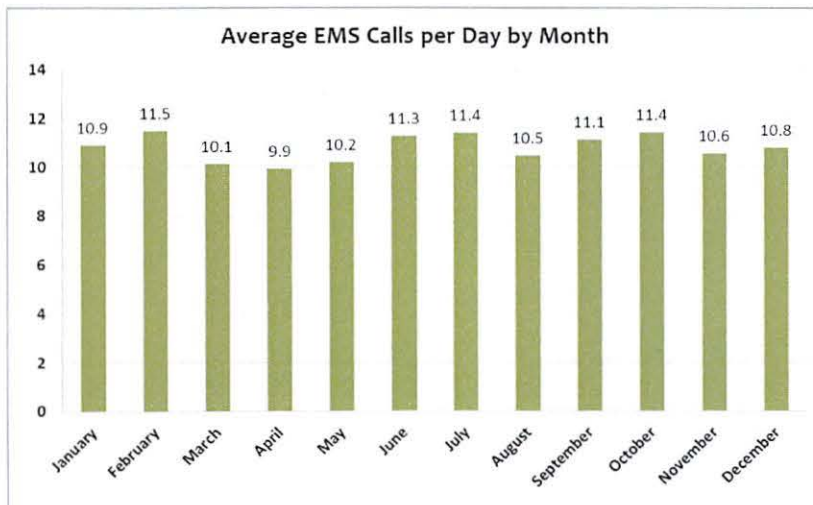
SFD provides emergency Medical Services (EMS) and transport services. Requests for EMS are categorized as granular call categories using the final CAD call description.

Temporal analyses were completed to describe the community's demands for emergency medical services. These analyses were completed by month of year, day of week, and hour of day. There is variability between months of the year with October (11.4 EMS requests per day) receiving the most requests for service and April (9.9 EMS requests per day) the least. September received 12% more requests than April.

Table 12: Annual Total and Average per Day of EMS Calls by Month of Year

Month	Number of Calls	Calls per Day	Call Percentage
January	338	10.9	8.6
February	322	11.5	8.2
March	314	10.1	8.0
April	298	9.9	7.6
May	316	10.2	8.0
June	338	11.3	8.6
July	353	11.4	9.0
August	324	10.5	8.2
September	334	11.1	8.5
October	354	11.4	9.0
November	317	10.6	8.0
December	335	10.8	8.5
Total	3,943	10.8	100.0

Figure 34: Average EMS Calls per Day by Month of Year

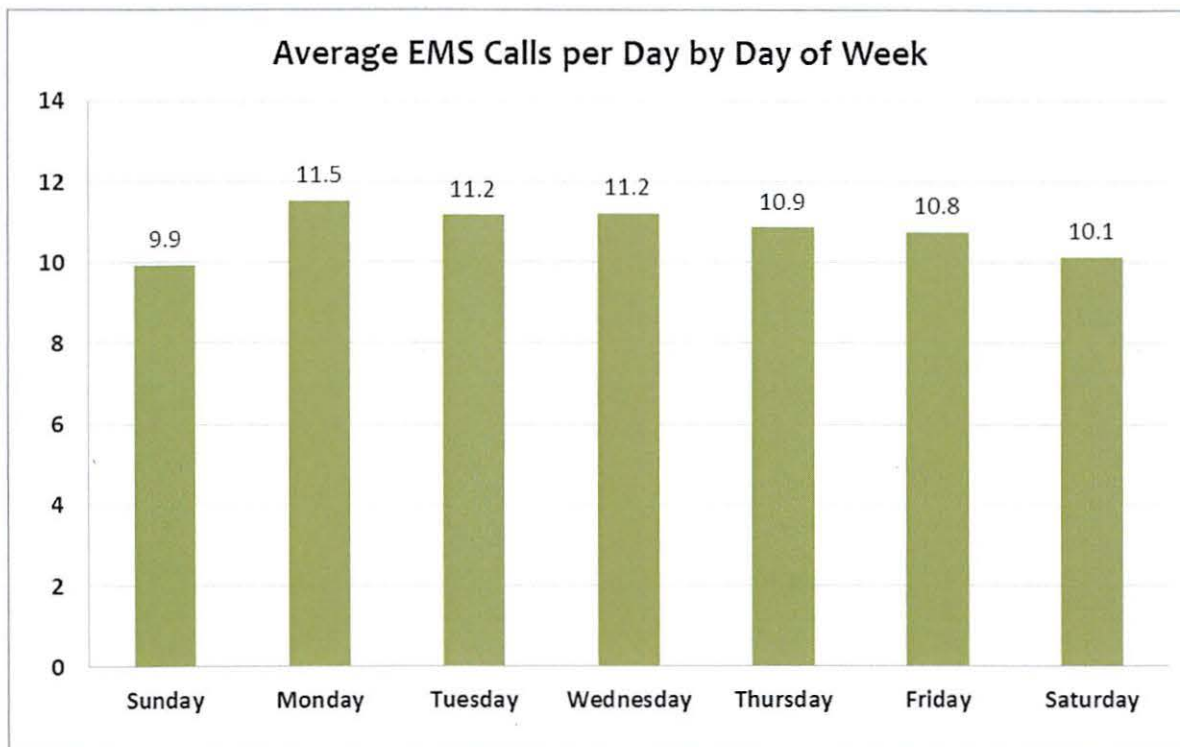


Similar analyses were conducted examining the frequency of requests for service by the day of the week. Once again, there is only minor variability in the demand for services by the day of the week. Monday receives the most requests for service and Sunday the least. Results are provided below. Monday received 16% more requests than Sunday.

Table 13: Annual Total and Average per Day of EMS Calls by Day of Week

Day of Week	Number of Calls	Calls per Day	Call Percentage
Sunday	517	9.9	13.1
Monday	599	11.5	15.2
Tuesday	581	11.2	14.7
Wednesday	584	11.2	14.8
Thursday	576	10.9	14.6
Friday	559	10.8	14.2
Saturday	527	10.1	13.4
Total	3,943	10.8	100.0

Figure 35: Average EMS Calls per Day by Day of Week

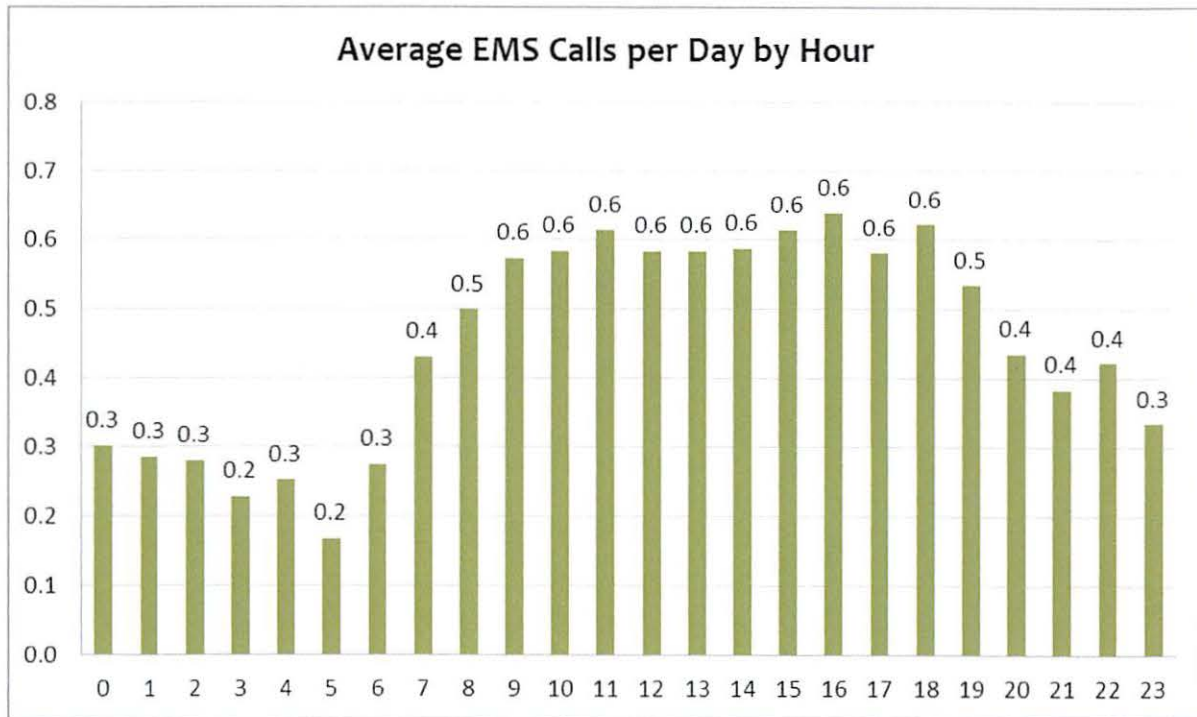


Finally, the analyses for EMS services are concluded by identifying the EMS calls by hour of day and the average hourly rate of EMS calls per hour. The demand curve for requests for EMS service follows an expected pattern experienced in similar communities across the nation. The higher frequency of service calls begins from 0900 to 1800 and each hour had more than 200 calls. The demand peaked at 1600 with 233 calls in a year. The average hourly rate of service requests is 4.2 for any hour during the day with the peak occurring at 1600 at 5.9 calls on average during the hour, and a low at 0500 of 1.5 calls on average during that hour. Results are provided below.

Table 14: Annual Total and Average per Day of EMS Calls by Hour of Day

Hour of Day	Number of Calls	Calls per Day	Call Percentage
0	110	0.30	2.8
1	104	0.28	2.6
2	102	0.28	2.6
3	83	0.23	2.1
4	92	0.25	2.3
5	61	0.17	1.5
6	100	0.27	2.5
7	157	0.43	4.0
8	182	0.50	4.6
9	209	0.57	5.3
10	213	0.58	5.4
11	224	0.61	5.7
12	213	0.58	5.4
13	213	0.58	5.4
14	214	0.59	5.4
15	224	0.61	5.7
16	233	0.64	5.9
17	212	0.58	5.4
18	227	0.62	5.8
19	195	0.53	4.9
20	159	0.44	4.0
21	140	0.38	3.6
22	154	0.42	3.9
23	122	0.33	3.1
Total	3,943	10.80	100.0

Figure 36: Average EMS Calls per Day by Hour of Day



For these analyses, EMS incidents are an aggregated category of the various granular EMS requests categorized based upon CAD call description. EMS requests accounted for 76.7% of the total requests and averaged 10.8 requests per day. Illness and other was the most frequent community demand (averaging 6.2 requests per day), followed by fall and injury (averaging 1.5 requests per day). Cardiac and stroke requests totaled 349, averaging 1.0 requests per day.

SFD sends two or more units to 95 percent of the EMS requests. On average, 2.0 SFD units were dispatched per EMS call. SFD units made a total of 7,871 responses to EMS calls. The total time on task was 2,451 hours, and the average time on task was 18.7 minutes. Station 1 and 3 had most EMS responses, and station 5 had the least.

Table 15: Workload by Unit for EMS Calls

Station	Unit	Type	Avg. Busy Minutes per Response	Annual Busy Hours	Annual Total Responses	Busy Hours per Day	Unit Responses per Day
1	M1	Ambulance	19.1	519	1,630	1.4	4.5
	E1	Engine	16.3	314	1,158	0.9	3.2
	Station 1 Total		17.9	833	2,788	2.3	7.6
2	M2	Ambulance	20.4	373	1,096	1.0	3.0
	R2	Rescue Engine	19.5	246	757	0.7	2.1
	Station 2 Total		20.0	618	1,853	1.7	5.1

3	M3	Ambulance	18.9	401	1,270	1.1	3.5
	E3	Engine	17.1	284	996	0.8	2.7
	BC	Pickup	24.2	8	19	0.0	0.1
	DC	Deputy Chief	18.1	0	1	0.0	0.0
	Station 3 Total		18.2	693	2,286	1.9	6.3
4	L4	Ladder	18.5	176	570	0.5	1.6
	M6	Ambulance	15.4	1	5	0.0	0.0
	E6	Engine	0.4	0	1	0.0	0.0
	Station 4 Total		18.5	177	576	0.5	1.6
5	L5	Ladder	21.2	130	368	0.4	1.0
SFD Total			18.7	2,451	7,871	6.7	21.6

Transport

We analyzed outcomes for the requests for EMS services. The number of EMS transports totaled 3,022, averaging 8.3 transports per day. Approximately 77% of EMS calls have patients being transported to the hospital. Cardiac and stroke calls had the highest transport rate at 91%, followed by seizure and unconsciousness at 90%, and breathing difficulty calls at 87%.

We analyzed variation of total EMS requests and transport requests by the hour of the day and the average hourly rate of requests. The variation of total EMS requests and EMS transport reports followed a similar pattern. The busiest period for EMS and EMS transport requests was between 0900 and 1800. The average number of transports per hour was 0.45 and the transport demand peaked at 1600. Requests by hour of the day are represented below.

Table 16: EMS Transports by Call Category

Call Category	Non-Transport		Transport		
	Duration (minute)	Number of Calls	Duration (minute)	Number of Calls	Transport Rate
Cardiac and stroke	26.6	32	21.6	317	90.8%
Seizure and unconsciousness	16.9	5	20.0	45	90.0%
Breathing difficulty	22.2	66	21.3	448	87.2%
Overdose and psychiatric	17.5	21	21.2	58	73.4%
Accident	28.7	69	31.9	97	58.4%
Fall and injury	18.9	159	21.7	373	70.1%
Illness and other	19.9	569	20.8	1,684	74.7%
EMS Total	20.7	921	21.4	3,022	76.6%

Figure 37: Average EMS Calls and EMS Transports per Day by Hour of Day

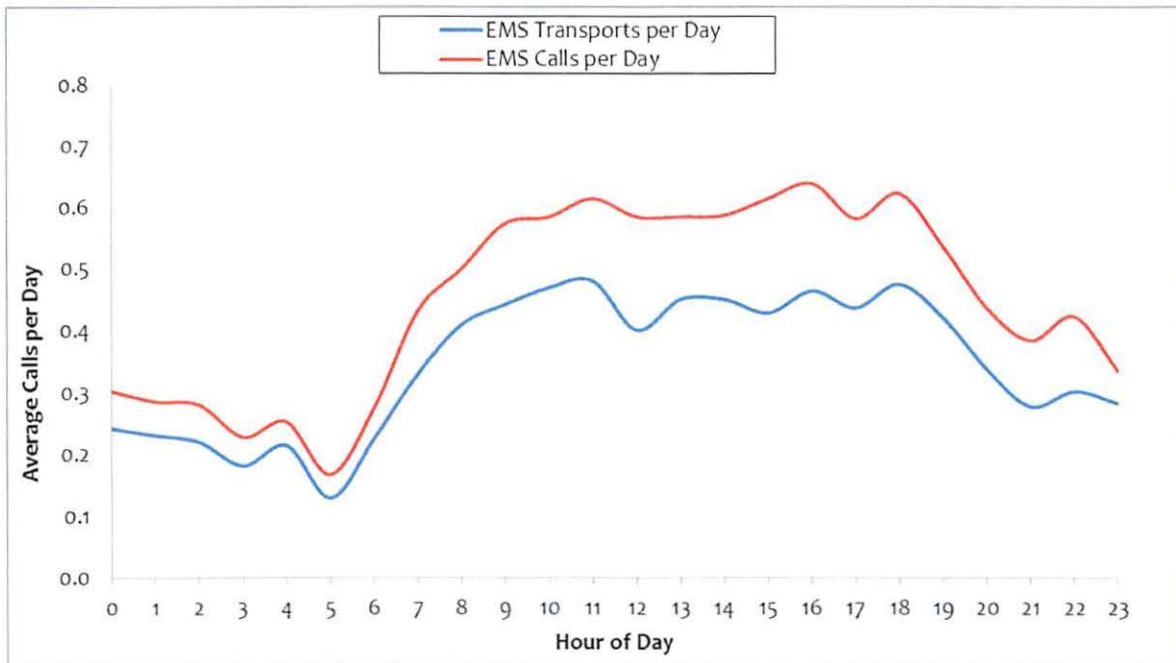


Table 17: Total EMS Calls and EMS Transports and Average per Day by Hour of Day

Hour	Number of EMS Transports	Number of EMS Calls	EMS Transports per Day	EMS Calls per Day	Transport Rate
0	88	110	0.24	0.30	80.0
1	84	104	0.23	0.28	80.8
2	80	102	0.22	0.28	78.4
3	66	83	0.18	0.23	79.5
4	78	92	0.21	0.25	84.8
5	47	61	0.13	0.17	77.0
6	82	100	0.22	0.27	82.0
7	120	157	0.33	0.43	76.4
8	149	182	0.41	0.50	81.9
9	161	209	0.44	0.57	77.0
10	171	213	0.47	0.58	80.3
11	175	224	0.48	0.61	78.1
12	146	213	0.40	0.58	68.5
13	164	213	0.45	0.58	77.0
14	164	214	0.45	0.59	76.6
15	156	224	0.43	0.61	69.6
16	169	233	0.46	0.64	72.5
17	159	212	0.44	0.58	75.0
18	173	227	0.47	0.62	76.2
19	153	195	0.42	0.53	78.5
20	123	159	0.34	0.44	77.4
21	101	140	0.28	0.38	72.1
22	110	154	0.30	0.42	71.4
23	103	122	0.28	0.33	84.4

SECTION 4: GIS Analysis

Review of System Performance

The first step in determining the current state of the system's deployment model is to establish baseline measures of performance. This analysis is crucial to the ability to discuss alternatives to the status quo and in identifying opportunities for improvement. This portion of the analysis will focus efforts on elements of response time and the cascade of events that lead to timely response with the appropriate apparatus and personnel to mitigate the event. Response time goals should be looked at in terms of total reflex time, or total response time, which includes the dispatch or call processing time, turnout time, and travel time, respectively.

Cascade of Events

The cascade of events is the sum of the individual elements of time beginning with a state of normalcy and continuing until normalcy is once again returned through the mitigation of the event. The elements of time that are important to the ultimate outcome of a structure fire or critical medical emergency begin with the initiation of the event. For example, the first on-set of chest pain begins the biological and scientific time clock for heart damage irrespective of when 911 is notified. Similarly, a fire may begin and burn undetected for a period of time before the fire department is notified. The emergency response system does not have control over the time interval for recognition or the choice to request assistance.

Therefore, SFD utilize quantifiable "hard" data points to measure and manage system performance. These elements include alarm processing (with updated CAD), turnout time, travel time, and the time spent on-scene. An example of the cascade of events and the elements of performance utilized by SFD is provided as Figure 16 below.¹²

Detection

Is the element of time between the time an event occurs and someone detects it and the emergency response system has been notified. This is typically accomplished by calling the 911 Primary Safety Answering Point (PSAP).

Call Processing

This is the element of time measured between when 911 answers the 911 call, processes the information, and subsequently dispatches SFD.

Turnout Time

This is the element of time that is measured between the time the fire department is dispatched or alerted of the emergency incident and the time when the fire apparatus or ambulance is enroute to the call.

¹² Olathe Fire Department. (2012). Adapted from Community Risk and Emergency Services Analysis: Standard of Cover. Olathe, Kansas: Author.

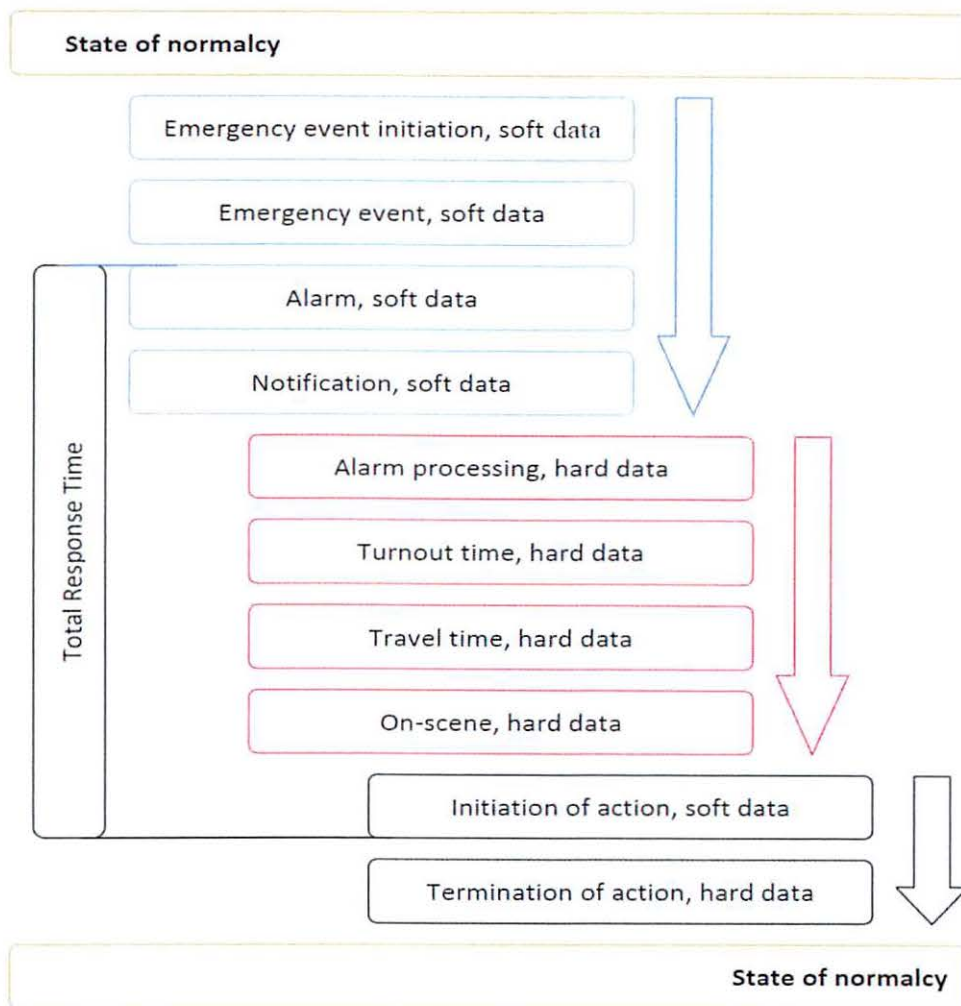
Travel Time

The travel time is the element of time between when the unit went enroute, or began to travel to the incident, and their arrival on-scene.

Total Response Time

The total response time, or total reflex time, is the total time required to arrive on-scene beginning with 911 answering the phone request for service and the time that the units arrive on-scene.

Figure 38: Cascade of Events



Comparison of Workloads by Demand Zone

Another method of assessing the effectiveness of the distribution model is to analyze the demand for services across the distribution model. Workload is assessed at the station demand zone level and at the individual unit level.

Analyses illustrate that Station 1 the top demand zone, and answer 30.7% of the total responses for services. Station 5 had the least demand, and answered 9.1% of the total departmental workload. Results are presented below.

Figure 39: Department Workload by Station Demand Zone

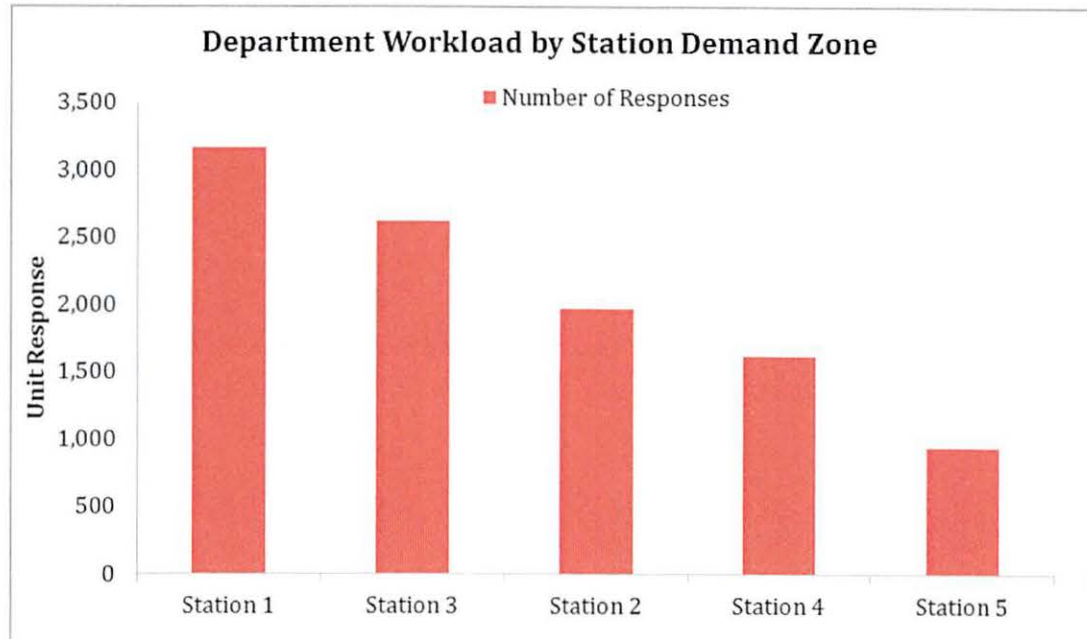


Table 18: Department Workload by Station Demand Zone

First Due Station	Number of Responses	Responses per Day	Percent of Department Workload	Cumulative Percent of Department Workload
Station 1	3,165	8.7	30.7	30.7
Station 3	2,624	7.2	25.4	56.1
Station 2	1,969	5.4	19.1	75.2
Station 4	1,624	4.4	15.7	90.9
Station 5	940	2.6	9.1	100.0

Another measure, time on task, is necessary to evaluate best practices in efficient system delivery and consider the impact workload has on personnel. Unit Hour Utilization (UHU) determinants were developed by mathematical model. This model includes both the proportion of calls handled in each major service area (Fire, EMS, and Hazmat) and total unit time on task for these service categories in 2017. The resulting UHU's represent the percentage of the work period (24 hours) that is utilized responding to requests for service. Historically, the International Association of Fire Fighters (IAFF) has recommended that 24-hour units utilize

0.30, or 30% workload as an upper threshold.¹³ In other words this recommendation would have personnel spend no more than 7.2 hours per day on emergency incidents. These thresholds take into consideration the necessity to accomplish non-emergency activities such as training, health and wellness, public education, and fire inspections. The 4th edition of the IAFF EMS Guidebook no longer specifically identifies an upper threshold. However, *FITCH* recommends that an upper unit utilization threshold of approximately .30, Or 30%, would be considered best practice. In other words, units and personnel should not exceed 30%, or 7.2 hours, of their workday responding to calls. These recommendations are also validated in the literature. For example, in their review of the City of Rolling Meadows, the Illinois Fire Chiefs Association utilized a UHU threshold of .30 as an indication to add additional resources.¹⁴ Similarly, in a standards of cover study facilitated by the Center for Public Safety Excellence, the Castle Rock Fire and Rescue Department utilizes a UHU of .30 as the upper limit in their standards of cover due to the necessity to accomplish other non-emergency activities.¹⁵

These thresholds take into consideration the necessity to accomplish non-emergency activities such as training, health and wellness, public education, and fire inspections.

Of all SFD stations, stations 1-3 were staffed with two 24/7 units and stations 4 and 5 were staffed with one 24/7 units. We provided UHU for eight 24/7 staffed units. All eight units had UHU less than 10%. M1 was utilized the most and L5 was utilized the least.

¹³ International Association of Firefighters. (1995). *Emergency Medical Services: A Guidebook for Fire-Based Systems*. Washington, DC: Author. (p. 11)

¹⁴ Illinois Fire Chiefs Association. (2012). *An Assessment of Deployment and Station Location: Rolling Meadows Fire Department*. Rolling Meadows, Illinois: Author. (pp. 54-55)

¹⁵ Castle Rock Fire and Rescue Department. (2011). *Community Risk Analysis and Standards of Cover*. Castle Rock, Colorado: Author. (p. 58)

Figure 40: Unit Hour Utilization

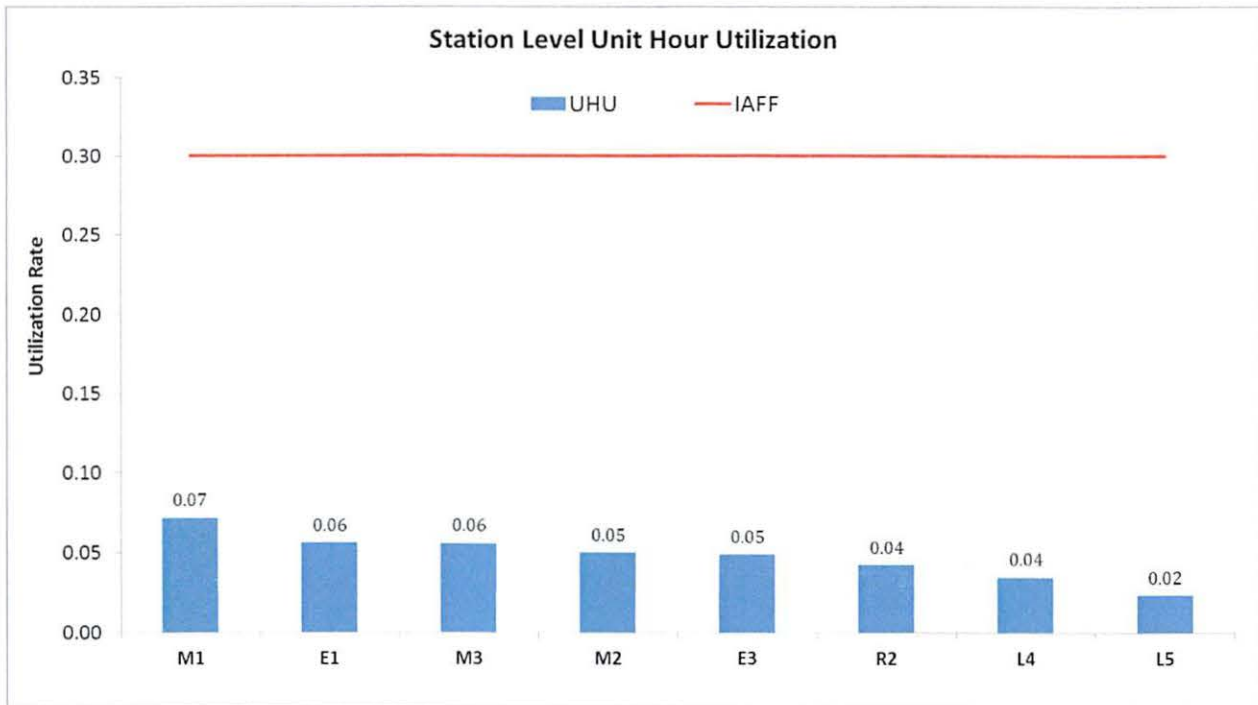


Table 19: Unit Hour Utilization

Station	Unit	Unit Type	Busy Hours	UHU	IAFF
1	M1	Ambulance	629	0.07	0.30
1	E1	Engine	491	0.06	0.30
3	M3	Ambulance	490	0.06	0.30
2	M2	Ambulance	438	0.05	0.30
3	E3	Engine	430	0.05	0.30
2	R2	Rescue Engine	370	0.04	0.30
4	L4	Ladder	307	0.04	0.30
5	L5	Ladder	208	0.02	0.30

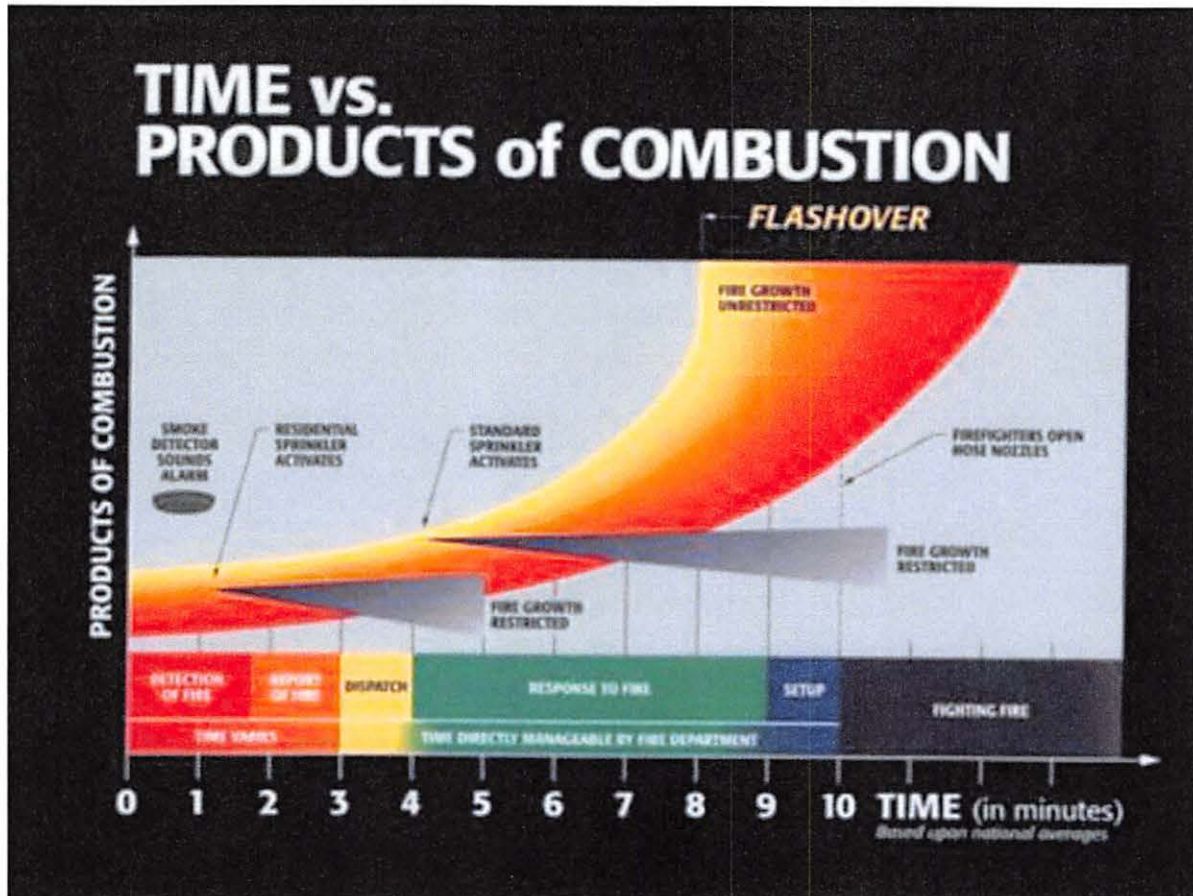
Response Time Continuum

Fire

The number one priority with structural fire incidents is to save lives followed by the minimization of property damage. A direct relationship exists between the timeliness of the response and the survivability of unprotected occupants and property damage. The most identifiable point of fire behavior is Flashover.

Flashover is the point in fire growth where the contents of an entire area, including the smoke, reach their ignition temperature, resulting in a rapid-fire growth rendering the area un-survivable by civilians and untenable for firefighters. Best practices would result in the fire department arriving and attacking the fire prior to the point of flashover. A representation of the traditional time temperature curve and the cascade of events are provided as Figure 19 below.¹⁶

Figure 41: Example of Traditional Time Temperature Curve

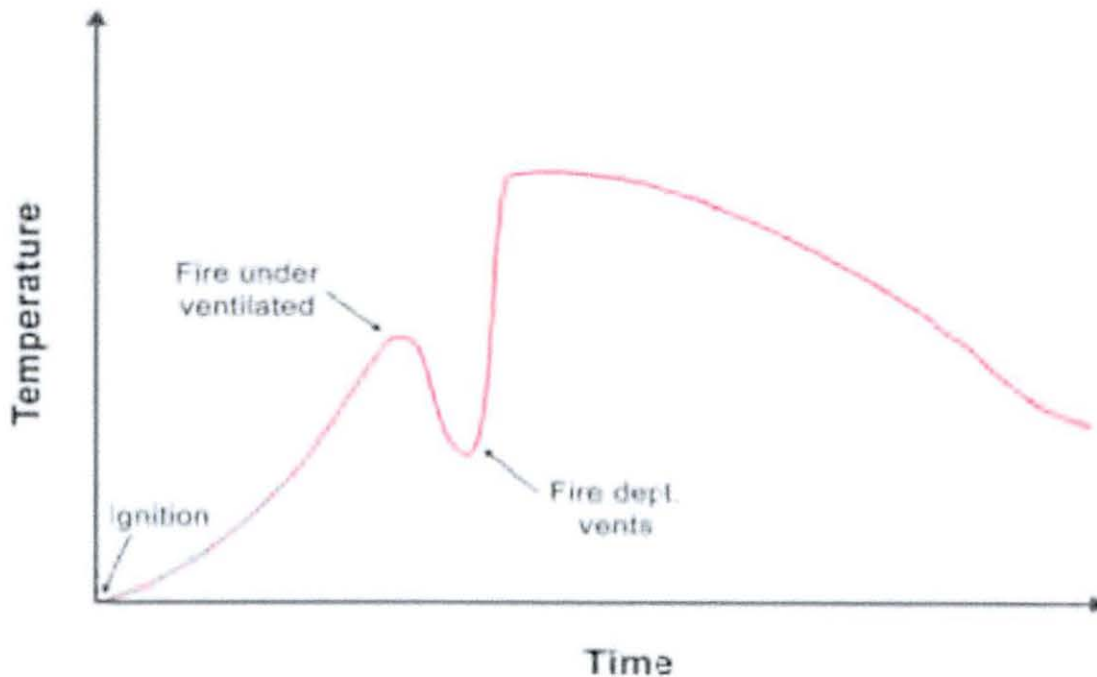


Recent studies by Underwriter's Laboratories (UL) have found that in compartment fires such as structure fires, flashover occurs within 4 minutes in modern fire environment. In addition, the UL research has identified an updated time temperature curve due to fires being ventilation controlled rather than fuel controlled as represented in the traditional time temperature curve. While this ventilation controlled environment continues to provide a high risk to unprotected occupants to smoke and high heat, it does provide some advantage to property conservation efforts as water may be applied to the fire prior to ventilation and the subsequent flashover.

¹⁶ Example of Traditional Time Temperature Curve. Retrieved at <http://www.usfa.fema.gov/downloads/pdf/coffee-break/time-vs-products-of-combustion.pdf>

An example of UL's ventilation controlled time temperature curve is provided as Figure 20 below.¹⁷

Figure 42: Ventilation Controlled Time Temperature Curve



EMS

The effective response to Emergency Medical Service (EMS) incidents also has a direct correlation to the ability to respond within a specified period of time. However, unlike structure fires, responding to EMS incidents introduces considerable variability in the level of clinical acuity. From this perspective, the association of response time and clinical outcome varies depending on the severity of the injury or the illness. Research has demonstrated that the overwhelming majority of requests for EMS services are not time sensitive between 5 minutes and 11 minutes for emergency and 13 minutes for non-emergency responses.¹⁸ The 12-minute upper threshold is only the upper limit of the available research and is not a clinically significant time measure, as patients were not found to have a significantly different clinical outcome when the 12-minute threshold was exceeded.¹⁹

¹⁷ UL/NIST Ventilation Controlled Time Temperature Curve. Retrieved from http://www.nist.gov/fire/fire_behavior.cfm

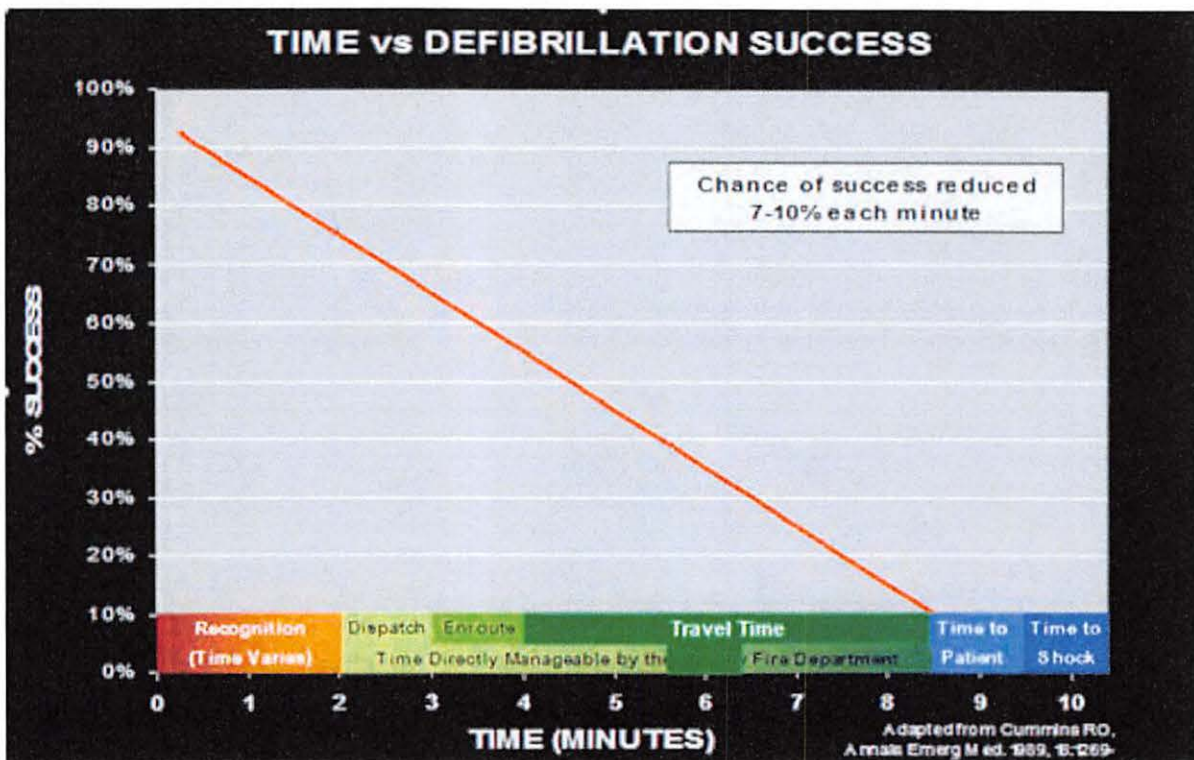
¹⁸ Blackwell, T.H., & Kaufman, J.S. (April 2002). Response time effectiveness: Comparison of response time and survival in an urban emergency medical services system. *Academic Emergency Medicine*, 9(4): 289-295.

¹⁹ Blackwell, T.H., et al. (Oct-Dec 2009). Lack of association between prehospital response times and patient

Out of hospital sudden cardiac arrest is the most identifiable and measured incident type for EMS. In an effort to demonstrate the relationship between response time and clinical outcome, a representation of the cascade of events and the time to defibrillation (shock) is presented as Figure 21 below. The American Heart Association (AHA) has determined that brain damage will begin to occur between four and six minutes and become irreversible after 10 minutes without intervention.

Modern sudden cardiac arrest protocols recognize that high quality Cardio-Pulmonary Resuscitation (CPR) at the Basic Life Support (BLS) level is a quality intervention until defibrillation can be delivered in shockable rhythms. Figure 21²⁰ below is representative of a sudden cardiac arrest that is presenting in a shockable heart rhythm such as Ventricular Fibrillation or Ventricular Tachycardia.

Figure 43: Cascade of Events for Sudden Cardiac Arrest with Shockable Rhythm



outcomes. *Prehospital Emergency Care*, 13(4): 444-450.

²⁰ Olathe Fire Department. (2012). Adapted from Community Risk and Emergency Services Analysis: Standard of Cover. Olathe, Kansas: Author.

Description of First Arriving Unit Performance

Analyses of the response characteristics of the first arriving units were conducted. The travel time for all first arriving unit responses were calculated irrespective of their assigned station FDZ. In other words, this analysis describes the first arriving unit to the scene. The “response time” is defined as from call entry through unit arriving on scene. Please note, Table 20 is the only place we analyzed response time performance for non-emergency calls.

Dispatch time and travel time are longer for non-emergency calls than emergency calls (lights and sirens). Thus, the average response time for non-emergency calls was 1.9 minutes longer. For emergency calls, the average response time was 6.2 minutes, and 90th percentile response time was 9.0 minutes.

Table 20: Description of First Arriving Unit Emergency Response Performance

Measure	Lights and Sirens		No Lights and Sirens	
	Average	90th Percentile	Average	90th Percentile
Dispatch Time	2.1	3.4	3.1	6.7
Turnout Time	1.4	2.2	1.7	3.0
Travel Time	2.8	4.7	3.3	5.9
Turnout and Travel	4.2	6.3	5.0	8.0
Response Time	6.2	9.0	8.1	13.7

First Arriving Unit Response Time by Station Demand Zone

Further analyses were conducted to measure the performance of the first arriving unit in each demand zone. Response times are reported below at both the mean and 90th percentile respectively.

Examination of the overall performance at the 90th percentile reveals that Station 1 and 3 had the quickest response times followed by Stations 2, 4 and 5 in order of performance. Station 4 and 5 also had the lowest demand. An illustrative comparison of FDZ performance at the 90th percentile is provided below.

Table 21: Mean First Arrival Performance by First Due Station

First Due Station	Dispatch Time	Turnout Time	Travel Time	Turnout and Travel	Response Time	Sample Size
Station 1	2.3	1.3	2.2	3.5	5.8	1,175
Station 2	1.9	1.3	3.0	4.3	6.3	738
Station 3	1.9	1.5	2.4	3.8	5.8	953
Station 4	1.9	1.4	3.4	4.9	6.8	563
Station 5	2.1	1.4	4.1	5.5	7.6	356
Total	2.1	1.4	2.8	4.1	6.2	3,785

Table 22: 90th Percentile First Arrival Performance by Station FDZ

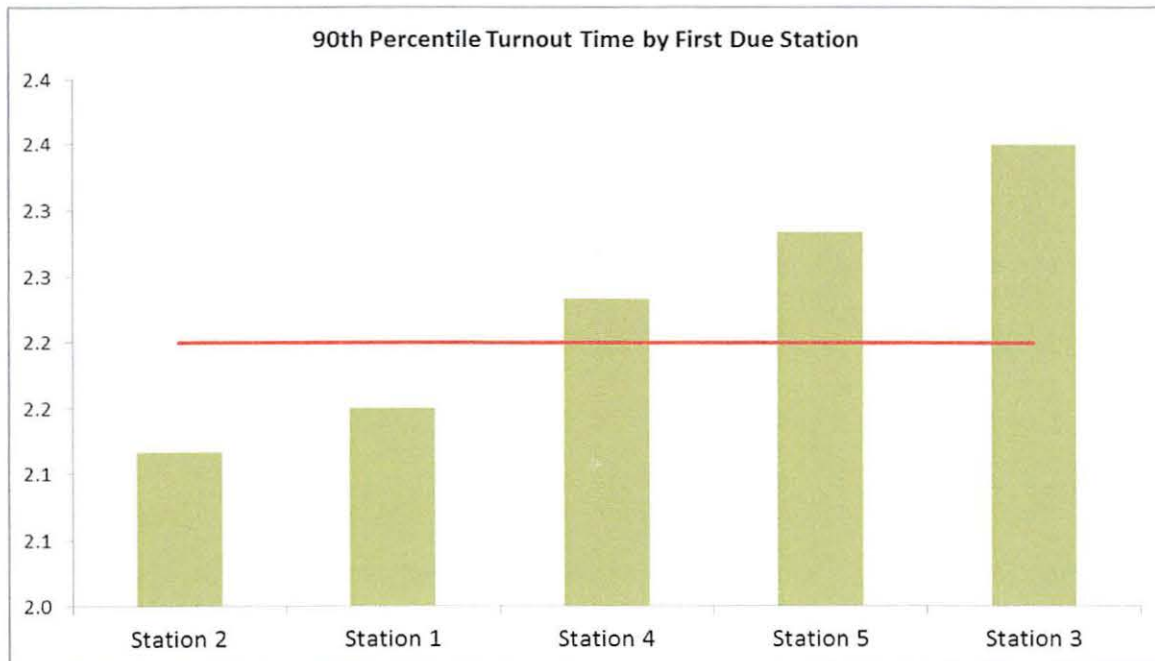
First Due Station	Dispatch Time	Turnout Time	Travel Time	Turnout and Travel	Response Time	Sample Size
Station 1	3.8	2.2	3.7	5.2	8.4	1,175
Station 2	3.2	2.1	4.8	6.3	8.9	738
Station 3	3.3	2.4	3.9	5.6	8.3	953
Station 4	3.1	2.2	5.6	7.2	9.5	563
Station 5	3.5	2.3	5.8	7.6	10.2	356
Total	3.4	2.2	4.7	6.3	9.0	3,785

The data were further analyzed to compare the individual station FDZ performances. With respect to turnout time, Station 2 had the shortest 90th percentile turnout time and station 3 had the longest turnout time. However the difference between the slowest and fastest is only 0.3 minutes or 18 seconds.

Conversely, when examining the travel time performance, performances for calls in station 1 had the shortest 90th percentile travel time. Calls in stations 4 and 5 had significantly longer 90th percentile travel time than calls in other first due stations. Similarly, since travel time is the single largest indicator of overall response performance, stations 1 and 3 had the shortest

90th percentile response time, and stations 4 and 5 had the longest 90th percentile response time.

Figure 44: 90th Percentile Turnout Time by Station FDZ



Note: the red line is the SFD's 90th percentile turnout time.

Figure 45: 90th Percentile Travel Time Performance by Station FDZ



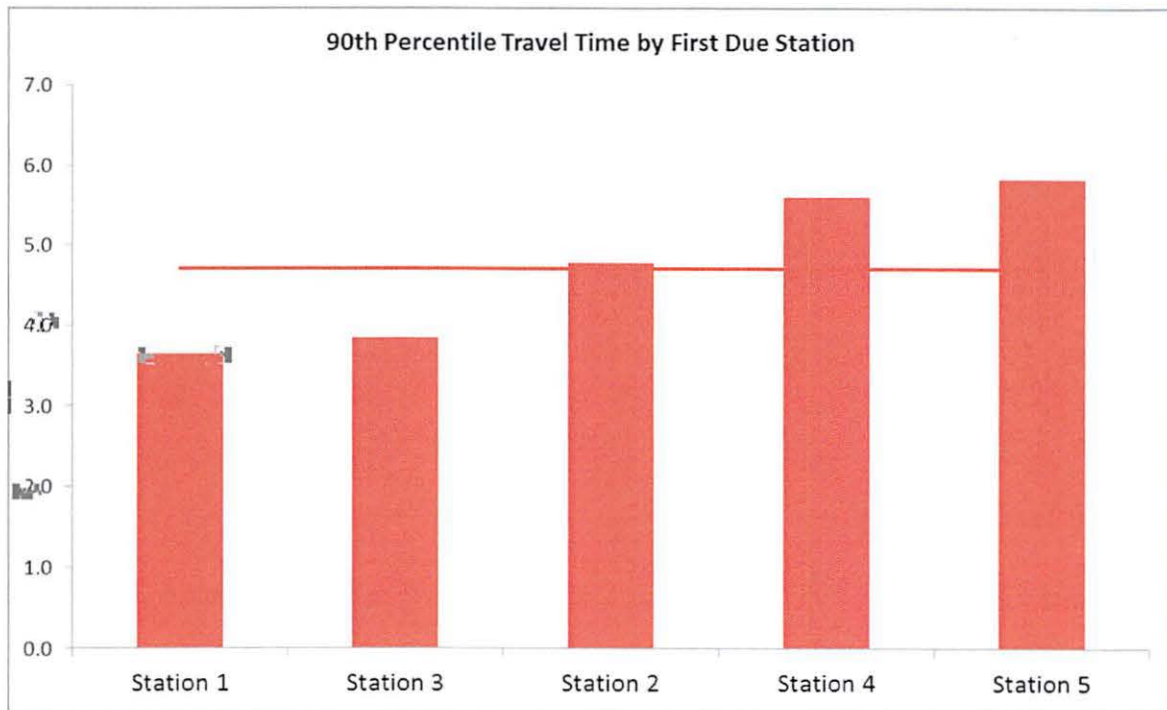
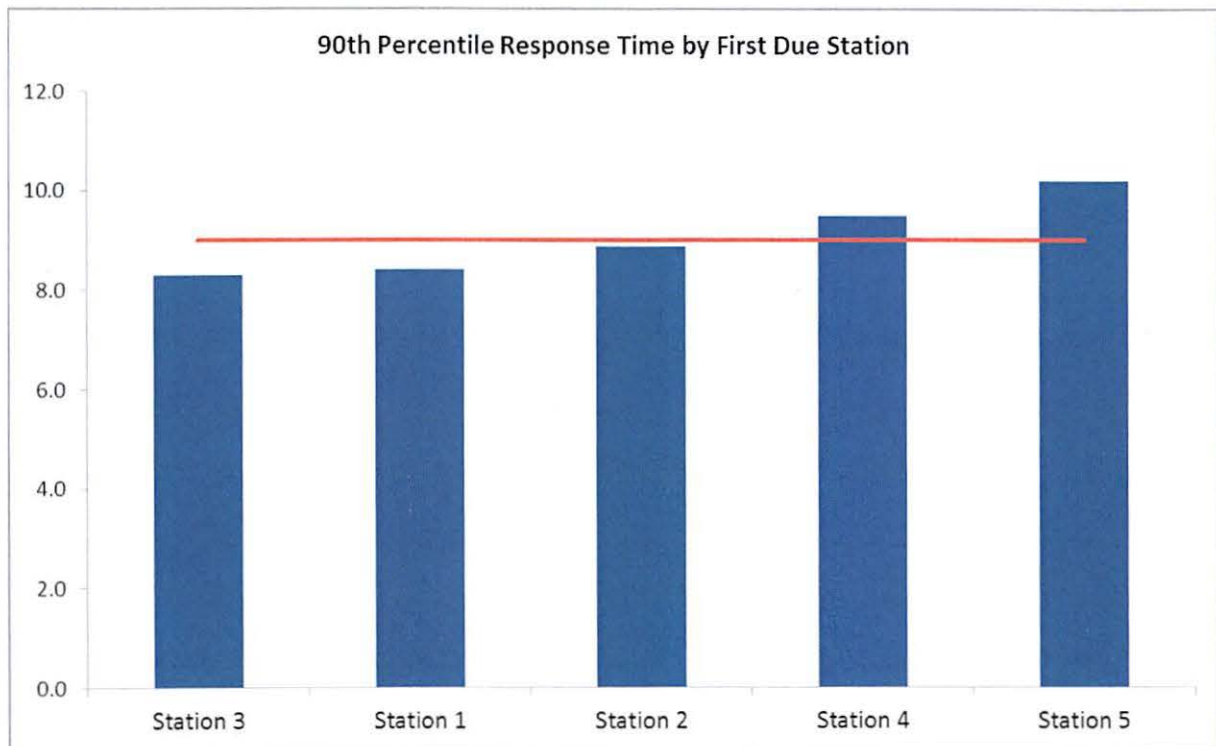


Figure 46: 90th Percentile Response Time Performance by Station FDZ

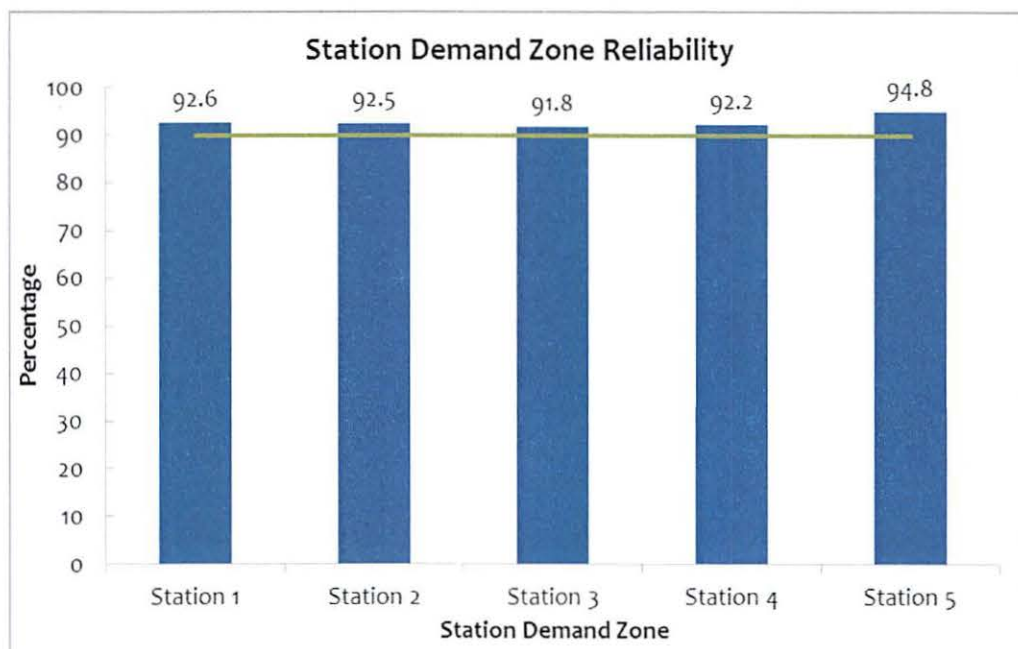


Reliability Factors

Percentage of First Due Compliance

The reliability of the distribution model is a factor of how often the response model is available and able to respond to the call within the assigned demand zone. If at least one unit from the first due station is able to respond to a call, we consider the station is able to response to the call within the assigned demand zone. Utilizing the Fire Station Demand Zones (FDZ), analyses reveal that all five stations have reliability higher than 90%.

Figure 47: Percentage Reliability by Station FDZ



Note: Administrative units are excluded from this analysis.

Overlapped or Simultaneous Call Analysis

Overlapped calls are defined as the rate at which another call was received for the same first due station while there were one or more ongoing calls in the same first due station. For example, if there is one call in station 1's zone, before the call was cleared another request in station 1's zone occurred and those two calls would be captured as overlapped calls. Some studies also refer as simultaneous calls. Understanding the probability of overlapped or simultaneous calls occurs will help to determine the number of units to staff for each station. In general, the larger the call volume a first due station has, it is more likely to have overlapped or simultaneous calls. The distribution of the demand throughout the day will impact the chance of having overlapped or simultaneous calls. The duration of a call will also have major influences, since the longer time it takes to clear a request, the more likely to have an overlapped request.

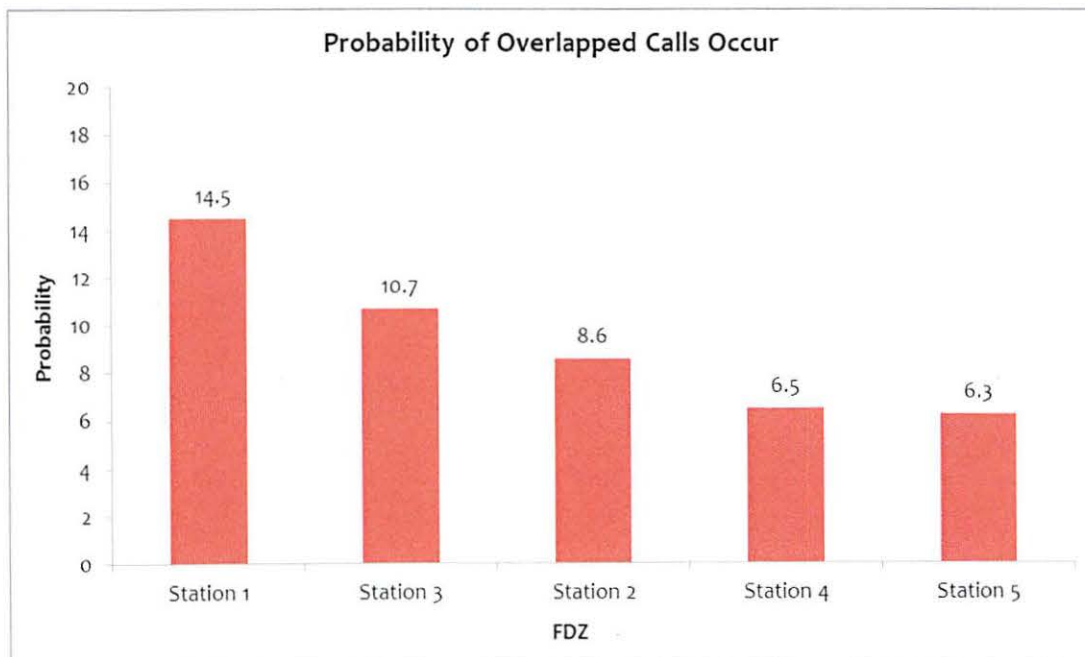
Since three of five stations have two units staffed 24/7, structurally the station level staffing model is able to respond to two overlapped calls assuming each call is dispatched with one unit. Stations 4 and 5 had only one unit staffed 24/7, and will need responses from neighbor stations for concurrent or overlapped calls.

Station 1 has the highest probability of having overlapped calls at 14.5% since it has the highest number of calls of all demand zones averaging 4.2 calls a day, followed by station 3 at 10.7%, station 2 at 8.6%, station 4 at 6.5%, and station 5 at 6.3%. It is important in these stations the staffing model needs to reflect the capability to respond to overlapped EMS requests.

Table 23: Overlapped Calls by First Due Station

First Due Station	Overlapped Calls	Total Calls	Probability of Overlapped Calls Occur
Station 1	223	1,536	14.5
Station 3	139	1,301	10.7
Station 2	84	980	8.6
Station 4	53	814	6.5
Station 5	28	447	6.3

Figure 48: Probability of Overlapped Calls Occur by Station FDZ



SECTION 4: GIS Analysis

Establishing Baseline Performance

The first step in completing GIS planning analyses is to establish the desired performance parameters. Measures of total response time can be significantly influenced by both internal and external influences. For example, the dispatch time, defined as the time from pick up at the 911-center to the dispatching of units, contributes to the customer's overall response time experience. Another element in the total response time continuum is the turnout time, defined as the time from when the units are notified of the incident until they are actually responding. Turnout time can have a significant impact to the overall response time for the customer and is generally considered under management's control. However, the travel time, defined as the period from when the units are actually responding until arrival at the incident is a factor of the number of fire stations, the ability to travel unimpeded on the road network, the existing road network's ability to navigate the community, and the availability of the units. Largely, travel time is the most stable variable to utilize in system design regarding response time performance.

Therefore, these GIS planning analyses will focus on travel time capability as the unit of measure. The calendar year 2017 (January 1, 2017 – December 31, 2017) performance for travel time across programs is provided below. Overall, the travel time is 4.7 minutes or less for 90% of the incidents.

Table 24: 90th Percentile Turnout and Travel Time of First Arriving Units by Program

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	3.5	2.2	4.6	8.9	3,361
Fire	2.9	2.4	5.7	9.7	340
Hazmat	2.7	2.3	6.2	9.8	84
Total	3.4	2.2	4.7	9.0	3,785

Comparison to National References

There are two notable references for travel time available to the fire service in National Fire Protection Association (NFPA) 1710.²¹ and the Commission on Fire Accreditation International (CFAI).²² NFPA 1710 suggests a 4-minute travel time at the 90th percentile for first due arrival of Basic Life Support (BLS) and Fire incidents and the CFAI recommends a 5 minute and 12 seconds travel time for first due arrival in an urban/Suburban population density and 13-minutes travel time for rural populations of less than 1,000 per square mile. The arrival of an Advanced Life Support (ALS) unit is recommended at 8-minutes travel time by NFPA 1710. It is important to note that the latest edition (9th edition) of the CFAI guidelines have de-emphasized response

²¹ National Fire Protection Association. (2010). NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*. Boston, MA: National Fire Protection Association.

²² CFAI. (2009). *Fire & emergency service self-assessment manual*, (8th ed.). Chantilly, Virginia: Author. (page 71)

time and only reference the legacy standards with a separately provided companion document²³.

Validation of Planning Analysis

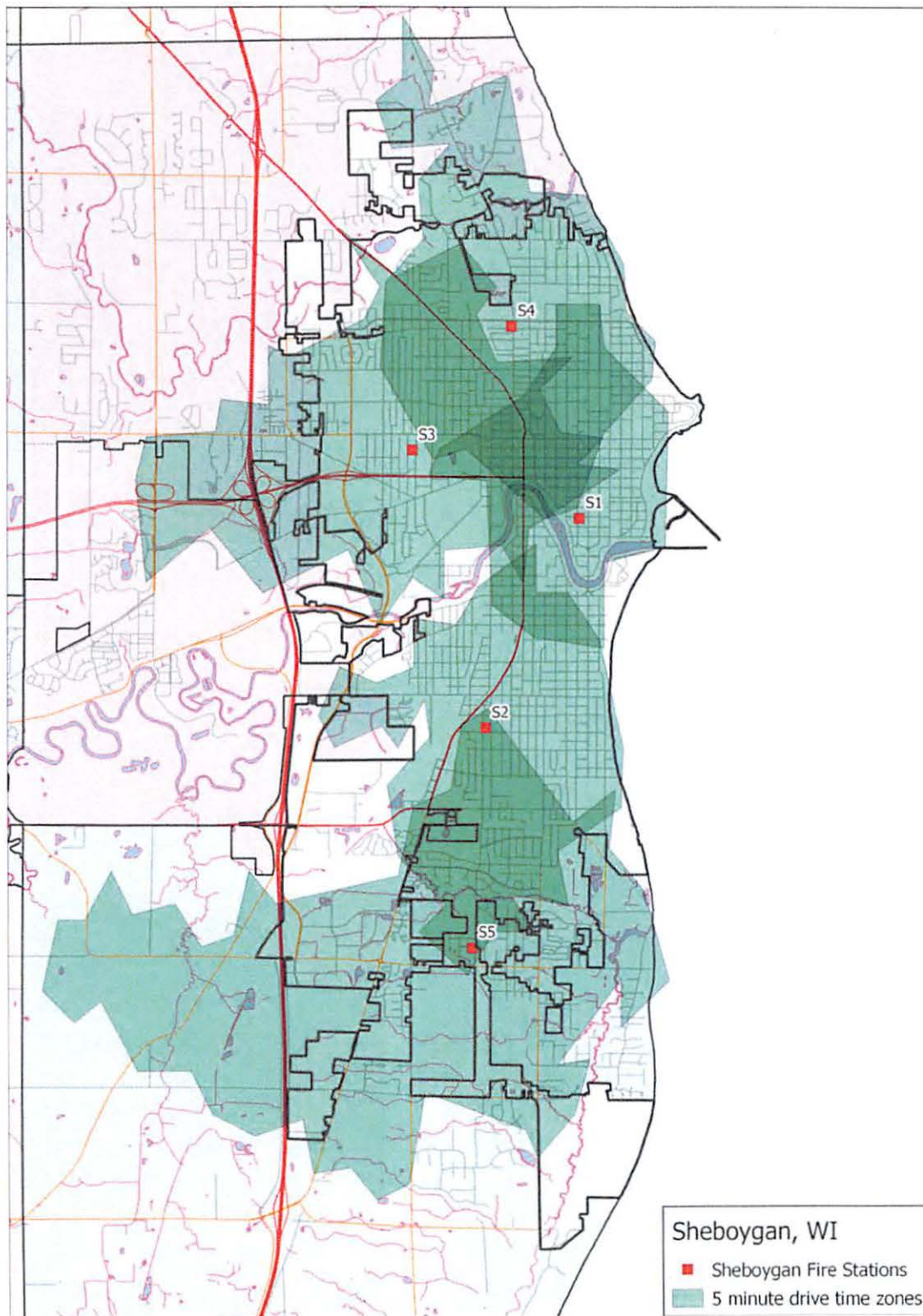
The first step in this validation analysis is to utilize the historical performance to validate the planning analyses utilized by the GIS system. The historical performance demonstrated a 4.7 overall department performance and a 5.7-minute fire travel time capability from the existing fire stations at the 90th percentile. Utilizing average road speeds, the planning assessments estimated approximately 94% of the incidents could be responded to within 5-minutes travel time from the existing five stations. In other words, there is a high degree of agreement between the quantitative analyses and the GIS planning analyses. Therefore, considerable confidence can be maintained across the various GIS modeling. Results are provided below.

Table 25: Marginal Fire Station Contribution for 5-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,183	2,183	42.53%
2	S2	1,238	3,421	66.65%
3	S1	797	4,218	82.17%
4	S4	413	4,631	90.22%
5	S5	180	4,811	93.73%

Figure 49: Current Fire Station Bleed Maps for 5-Minute Travel Time

²³ CFAI. (2016). Fire & emergency service self-assessment manual, (9th ed.). Chantilly, Virginia: Author.



Internal Performance Objectives

The Sheboygan Fire Department does not currently utilize an internal performance objective. However, the department is considering adopted service levels for the future. Therefore, the following alternatives are provided for consideration by the department.

Evaluation of Various Distribution models

As previously discussed, these analyses utilized 2017 historical performance as the desired performance for system designs. Therefore, 4, 5, 6, and 8-minute travel times were completed to consider opportunities for improvement and incremental alternatives compared to the current performance of 4.7 minutes overall and 5.7 minutes for fire related responses. The following analyses are utilized to compare and contrast the various potential distribution models.

Current Stations Configurations-Minute Travel Time

When referring to the marginal utility analysis provided below, the ascending rank order is the station's capability to cover risk (incidents) in relation to the total historical call volume of the sample period (CY 2017). The Station number is the current Sheboygan Fire Department (SFD) fire station identifier. The station capture is the number of calls the station would capture within a 4-minute travel time. The total capture is the cumulative number of calls captured with the addition of each fire station. The percent capture is the total cumulative percentage of risk covered by each station. The goal would be to achieve at least 90 percent capture.

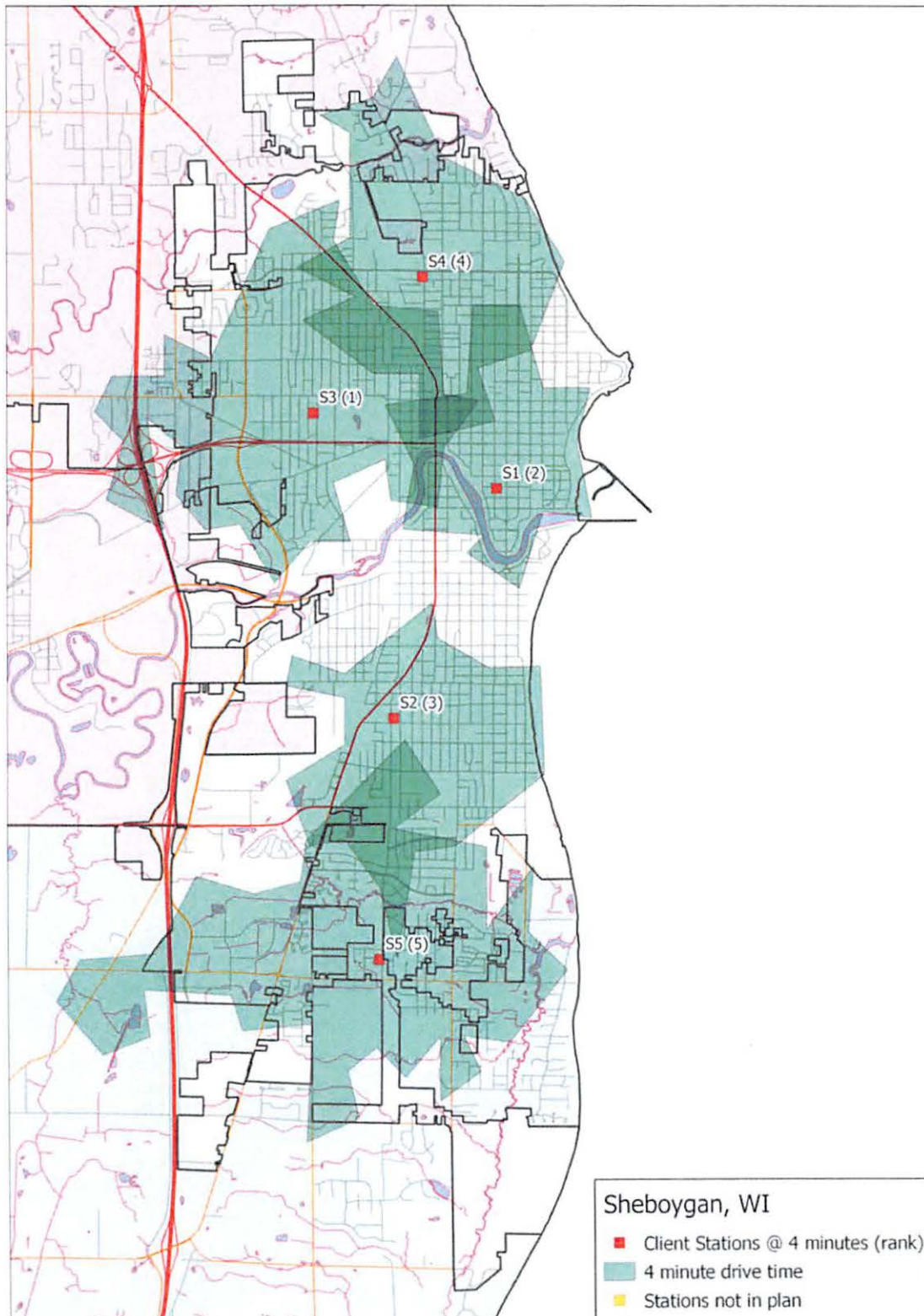
Therefore, the station that contributed the most to the overall system's performance was Station 3 in the first row and would capture 28.66% of the risks within 4 minutes. Station 1 would cover an additional 23.67% of the risk bringing the cumulative total to 52.33% between Stations 3 and 1. In total, with all 5 fixed fire stations, 81.9% of the incidents could be responded to within 4 minutes travel time.

In other words, within the current configuration of stations, the department could not achieve a 4-minute travel time, as recommended by NFPA 1710 without additional stations and resources. Results are provided as Table 3 and in drive time mapping format as Figure 2 below.

Table 26: Marginal Fire Station Contribution for 4-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	1,471	1,471	28.66%
2	S1	1,215	2,686	52.33%
3	S2	693	3,379	65.83%
4	S4	558	3,937	76.70%
5	S5	267	4,204	81.90%

Figure 50: Current Fire Station Bleed Maps for 4-Minute Travel Time



5-Minute Travel Time

The analysis demonstrates that the current station configuration could capture 90% of the incidents within 5 minutes with the utilization of 4 fire stations. Station 5 improves performance by 3.51% with a 5-minute travel time.

Therefore, the city and department could consider the following policy options:

- Operate out of 4 stations until the call volume in Station 5's territory increases
- Continue to operate out of all 5 stations to cover the geographic area irrespective of the current community demands
- Continue to operate out of all 5 stations, but utilize Station 5 as a flexible resource when needed
- Utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 3 and 2 would cover the greatest number of calls, 66%, within the performance objective of 5 minutes.

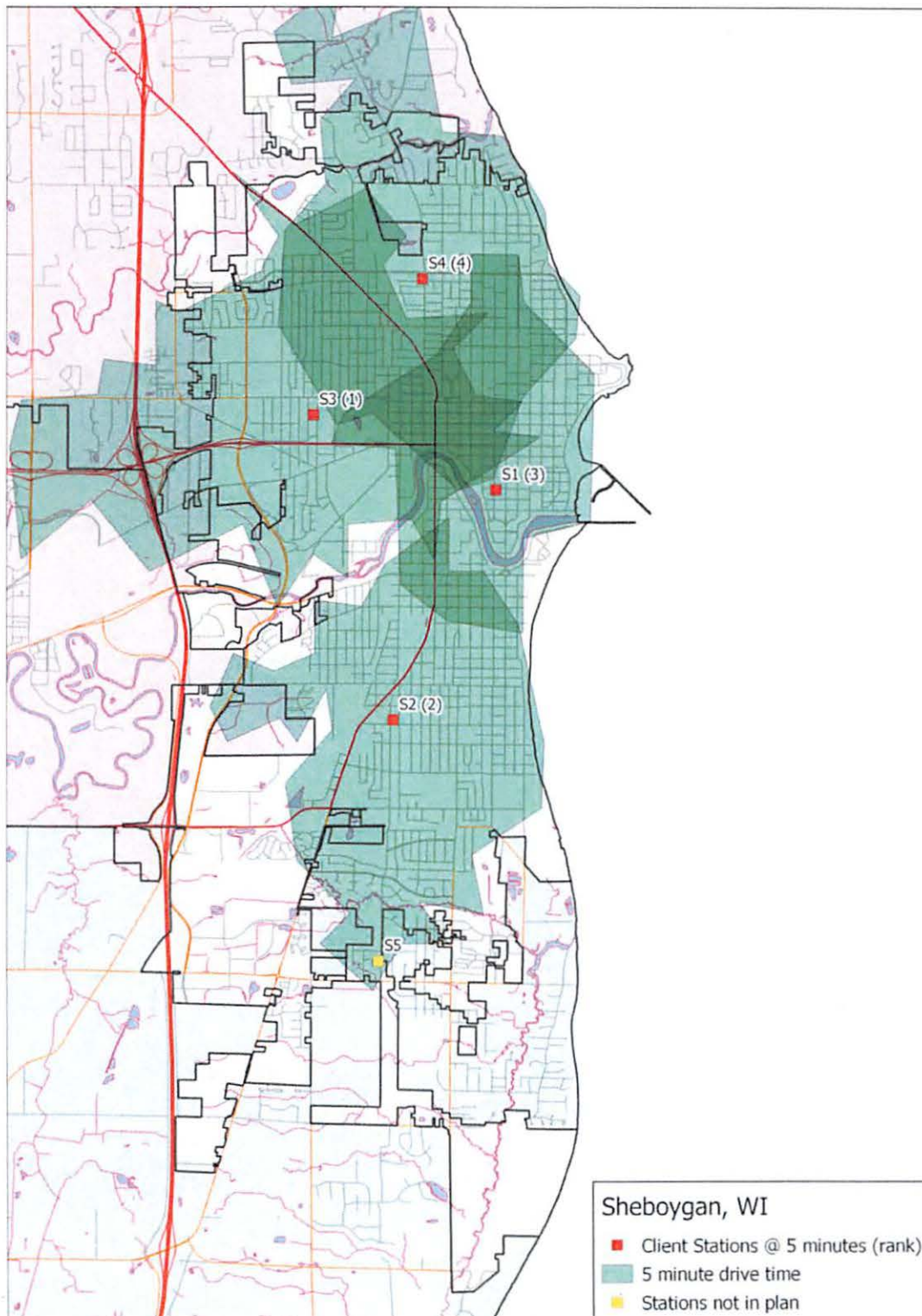
This list above is not intended to be all-inclusive.

Table 27: Marginal Fire Station Contribution for 5-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,183	2,183	42.53%
2	S2	1,238	3,421	66.65%
3	S1	797	4,218	82.17%
4	S4	413	4,631	90.22%
5	S5	180	4,811	93.73%

When referring to the mapping output below, the areas of the city that are not shaded with green, represent a maximum of 10% of the incidents that would not be responded to within 5-minutes. All requests for service would be answered, but they may be answered between 5:01 and 8:00 minutes. Finally, any areas that is shaded with progressively darker shades of green represent areas where more than one station can cover the same territory within the respective travel time being evaluated.

Figure 51: Current Stations with a 5-Minute Travel Time at the 90th Percentile



6-Minute Travel Time

The analysis demonstrates that the current station configuration could capture nearly 92% of the incidents within 6 minutes with the utilization of 3 fire stations and 97% with all five stations. Station 1 improves coverage by approximately 3.14% and Station 5 improves performance by an additional 2.32% with a 5-minute travel time. Collectively, stations 1 and 5 improve performance by 5.46%.

Therefore, the city and department could consider the following policy options:

- Operate out of 3 stations until the call volume in Station 5's territory increases
- Continue to operate out of all 5 stations to cover the geographic area irrespective of the current community demands
- Continue to operate out of all 5 stations, but utilize Station 5 and 1 as a flexible resources when needed
- Utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 3 and 2 would cover the greatest number of calls, 83%, within the performance objective of 6 minutes.

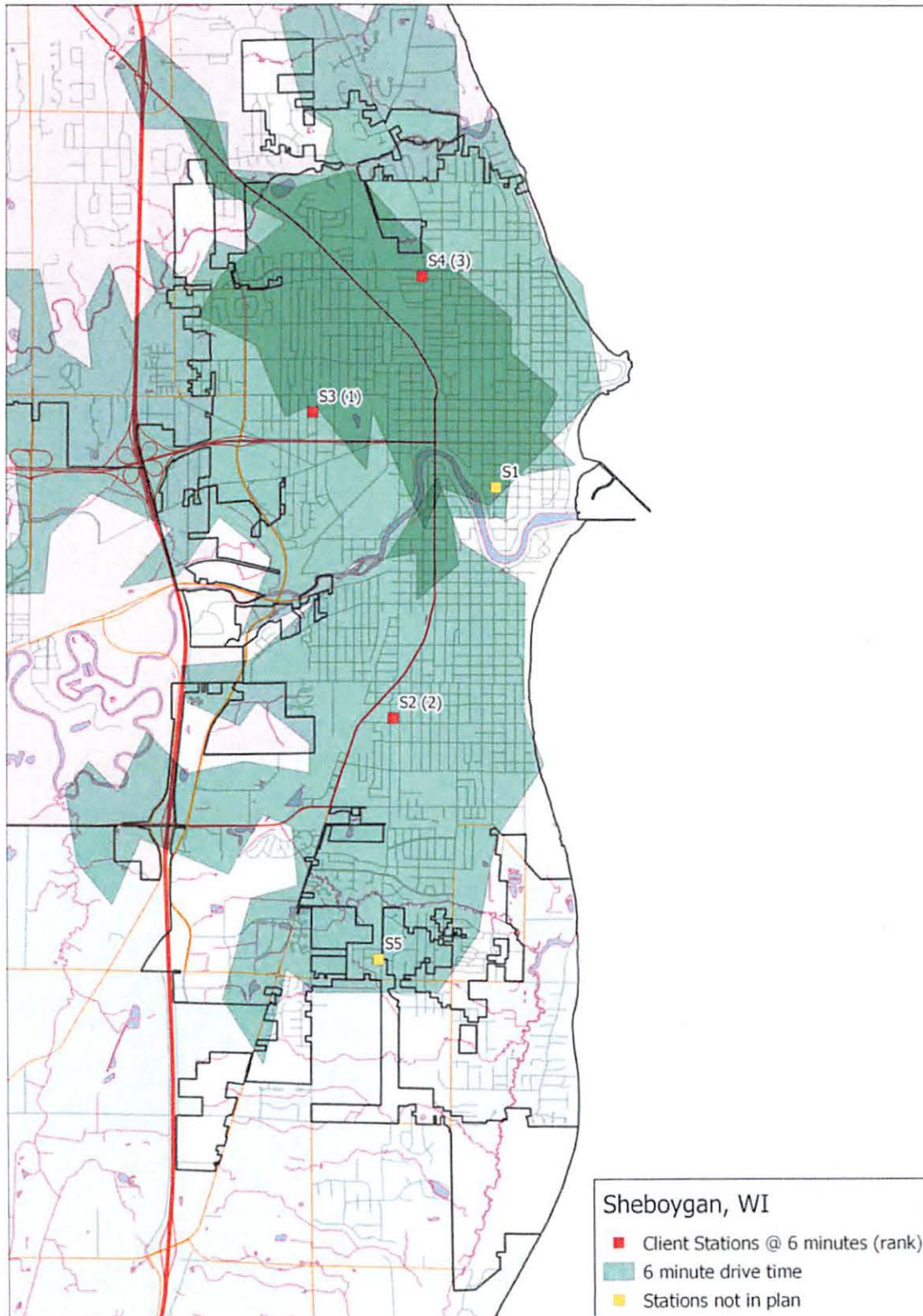
This list above is not intended to be all-inclusive.

Table 28: Marginal Fire Station Contribution for 6-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,857	2,857	55.66%
2	S2	1,405	4,262	83.03%
3	S4	440	4,702	91.60%
4	S1	161	4,863	94.74%
5	S5	119	4,982	97.06%

When referring to the mapping output below, the areas of the city that are not shaded with green, represent a maximum of 9% of the incidents that would not be responded to within 6-minutes. All requests for service would be answered, but they may be answered between 6:01 and 8:00 minutes. Finally, any areas that is shaded with progressively darker shades of green represent areas where more than one station can cover the same territory within the respective travel time being evaluated.

Figure 52: Current Stations with a 6-Minute Travel Time at the 90th Percentile



8-Minute Travel Time

The analysis demonstrates that the current station configuration could capture nearly 96% of the incidents within 8 minutes with the utilization of 2 fire stations and 99% with 3 stations. Stations 3, 4, and 5 collectively improve coverage by approximately 4.13%. If 3 stations are utilized, then Stations 4 and 5 would collectively improve coverage by less than 0.5%.

Therefore, the city and department could consider the following policy options:

- Operate out of 2 stations and adjust response time objectives from 4.7 (fire) to 8 minutes
- Continue to operate out of all 5 stations to cover the geographic area irrespective of the current community demands
- Continue to operate out of all 5 stations, but utilize Stations 5, 4, and 3 as a flexible resources when needed
- Utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 1 and 2 would cover the greatest number of calls, 95%, within the performance objective of 8 minutes.

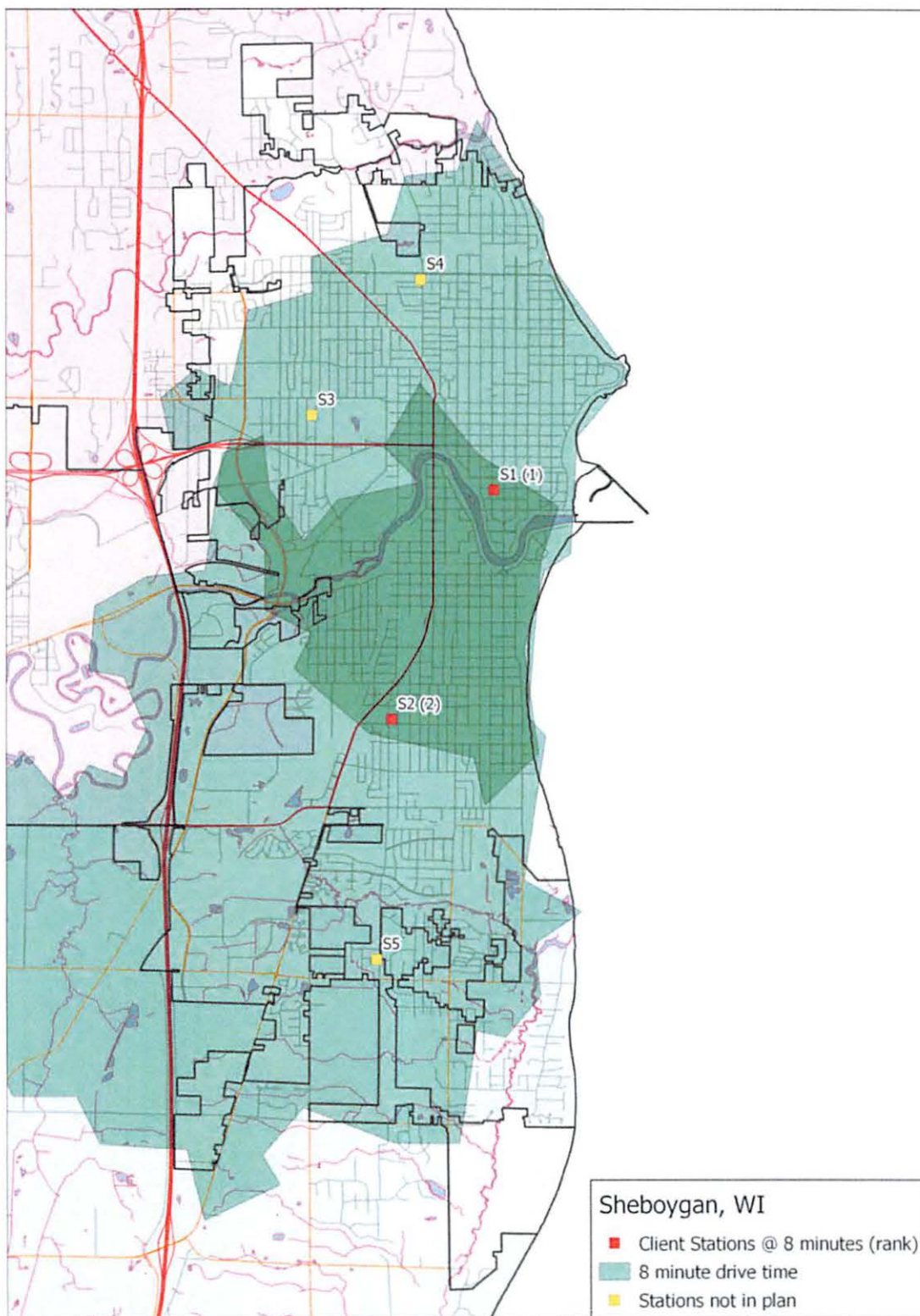
This list above is not intended to be all-inclusive.

Table 29: Marginal Fire Station Contribution for 8-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S1	4,143	4,143	80.71%
2	S2	759	4,902	95.50%
3	S3	188	5,090	99.16%
4	S4	16	5,106	99.47%
5	S5	8	5,114	99.63%

When referring to the mapping output below, the areas of the city that are not shaded with green, represent a maximum of 5% of the incidents that would not be responded to within 8-minutes. All requests for service would be answered, but they may be answered greater than 8:00 minutes. Finally, any areas that is shaded with progressively darker shades of green represent areas where more than one station can cover the same territory within the respective travel time being evaluated.

Figure 53: Current Stations with an 8-Minute Travel Time at the 90th Percentile



Optimized Station Distribution Plans

Optimized locations were created for the department's consideration. Optimized plans utilize a "white board" approach where all existing locations are disregarded and we allow the data to indicate the best station locations. It is understood that stations are placed for a variety of reasons and that few agencies would have the flexibility in land availability, purchase price, capital investment, and political considerations to build a brand new deployment model.

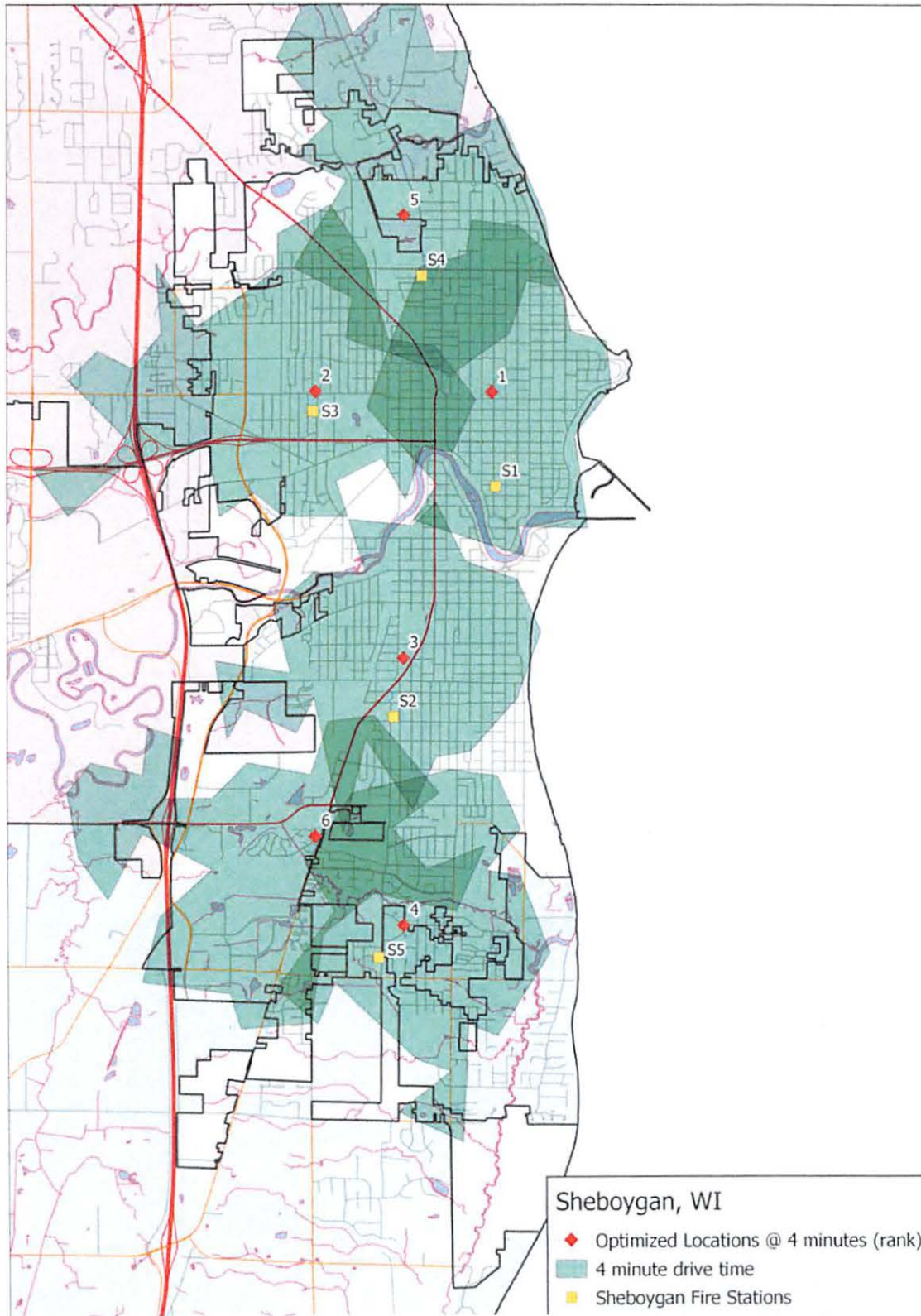
However, these analyses are beneficial for validating existing stations where applicable and identifying potential areas of future need for either new stations or station relocations.

4-Minute Travel Time

Analyses were completed to develop an optimized station distribution model for a 4-minute travel time consistent with NFPA 1710. This evaluation suggests, that an optimized 6-station model can provide for greater than 92% effectiveness covering all incidents within 4-minutes or less travel time. In comparison, the current 5-station configuration achieved 4 minutes or less approximately 82% of the time, or an improvement of approximately 10%.

A graphic illustration is presented below that includes the proposed station locations as well as the existing facilities.

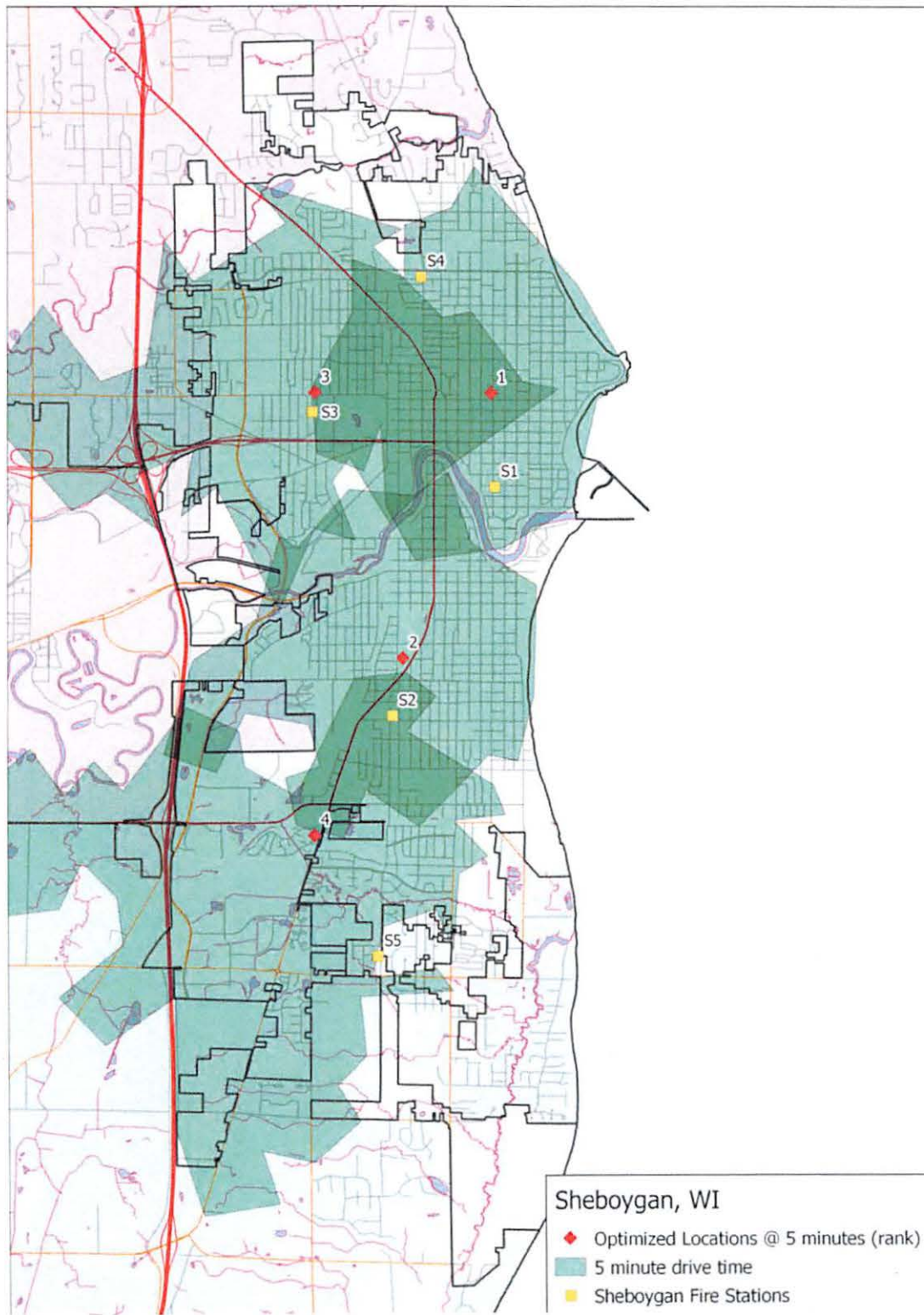
Figure 54: Optimized Station Deployment Plan - 4-Minute Travel Time



Optimized 5-Minute Travel Time

Analyses were completed to develop an optimized station distribution model for a 5-minute travel time. This evaluation suggests, that an optimized 4-station model can provide for approximately 93% effectiveness covering all incidents within 5-minutes. This optimized configuration only improves performance by approximately 3%, compared to the current 4-station configuration. Considering the current 5-station deployment, this model would maintain the same performance with 4-stations at 93%. A graphic illustration is presented below.

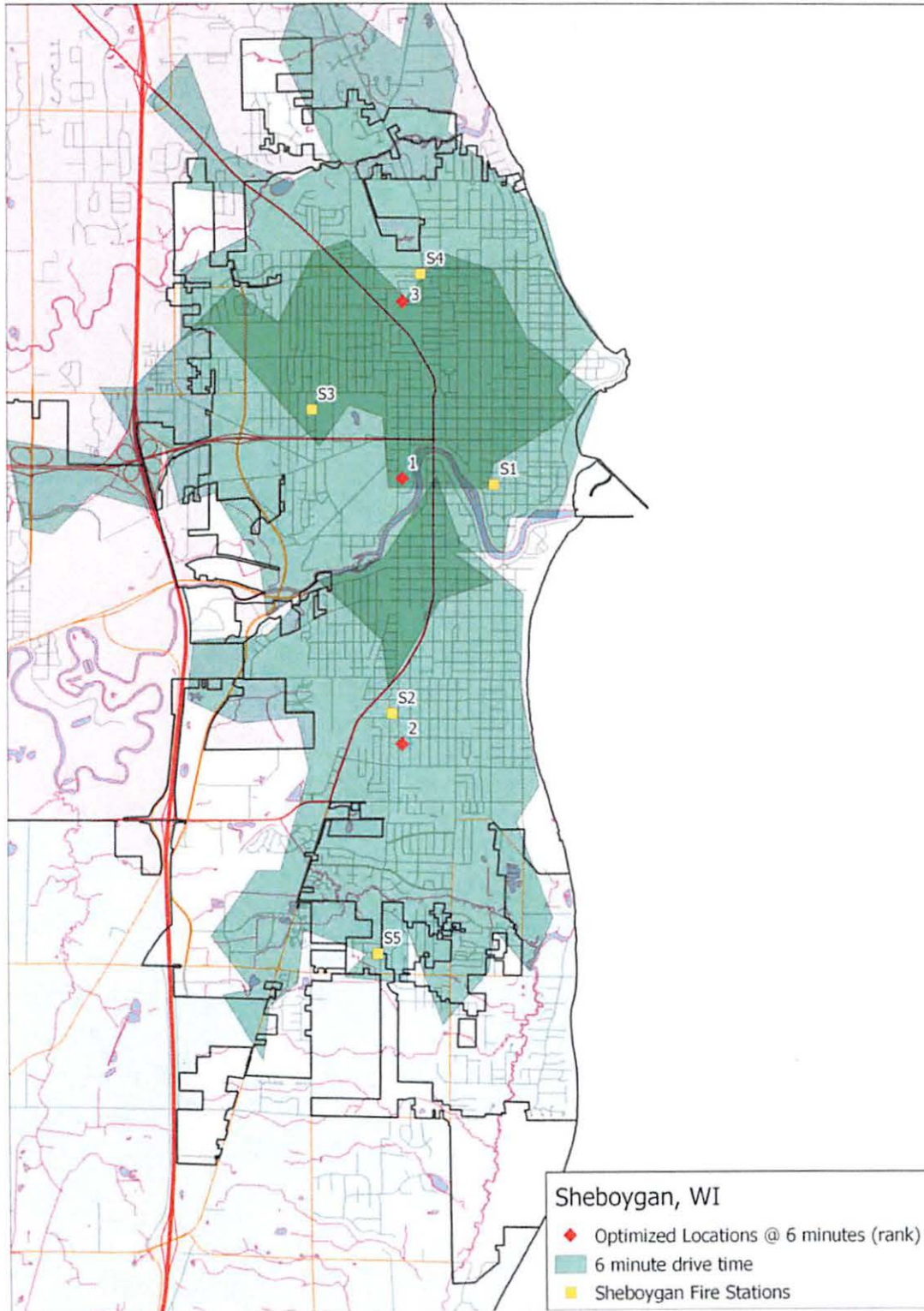
Figure 55: Optimized Station Deployment Plan – 5--Minute Travel Time



Optimized 6-Minute Travel Time

Analyses were completed to develop an optimized station distribution model for a 6-minute travel time. This evaluation suggests, that an optimized 3-station model can provide for approximately 94% effectiveness covering all incidents within 6-minutes. This optimized configuration improves performance by approximately 3%, compared to the current 3-station configuration presented previously. A graphic illustration is presented below.

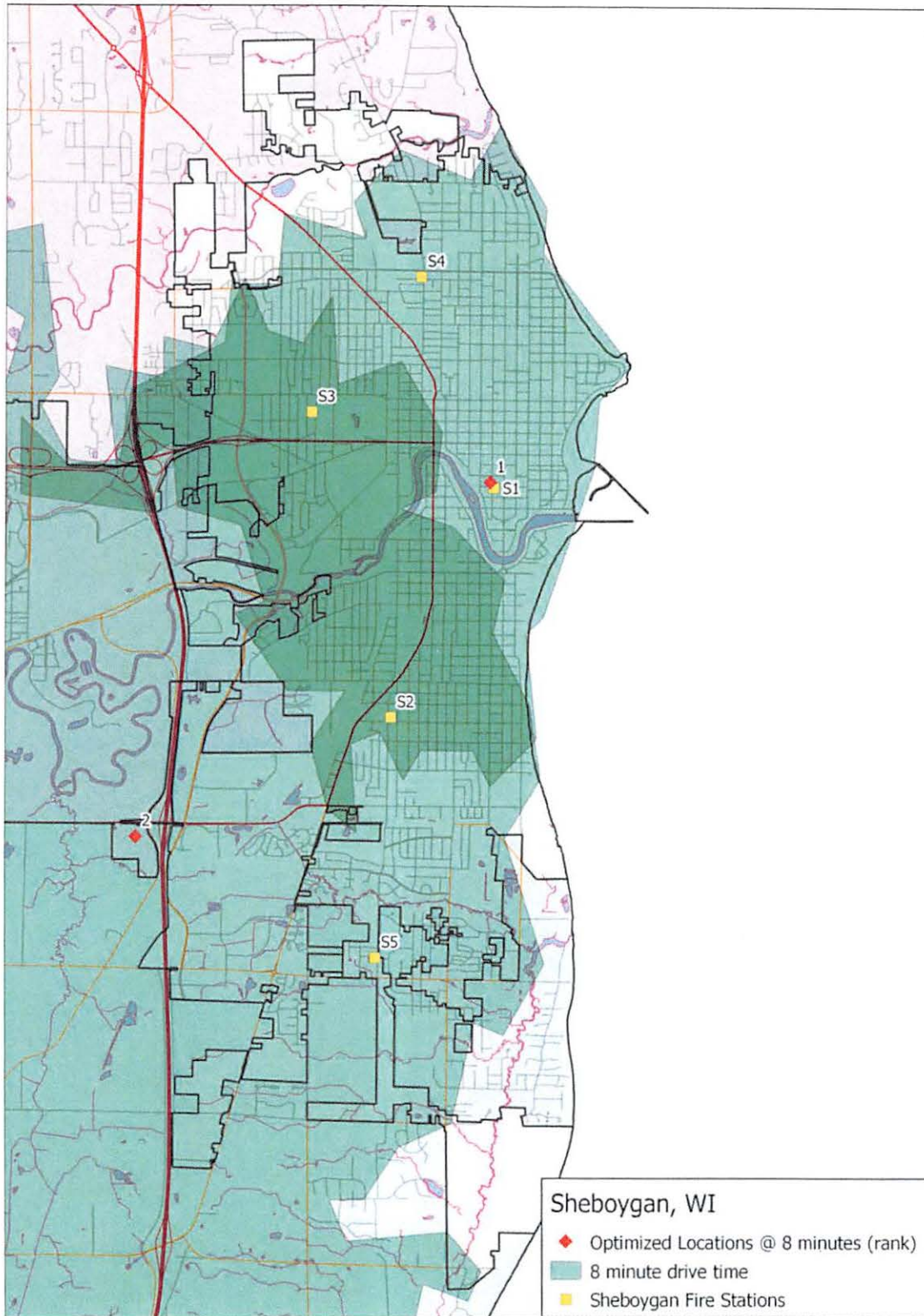
Figure 56: Optimized Station Deployment Plan – 6-Minute Travel Time



Optimized 8-Minute Travel Time

Analyses were completed to develop an optimized station distribution model for an 8-minute travel time. This evaluation suggests, that an optimized 2-station model can provide for approximately 97% effectiveness covering all incidents within 8-minutes. This optimized configuration improves performance by 2.5%, compared to the current station configuration. A graphic illustration is presented below.

Figure 57: Optimized Station Deployment Plan – 8--Minute Travel Time



Geographic Coverage without Consideration for Call Distribution

While there are multiple deployment strategies that may be adopted, two clear policy positions emerge in communities. First, position stations that are best prepared to meet the community's historical distribution of calls or demand for services. The advantage to this approach is that it is a more efficient model to address meeting 90% of the risk within the desired performance. This is a very stable outlook for communities that are established and are growing in density or in-fill rather than through significant annexations or urban growth.

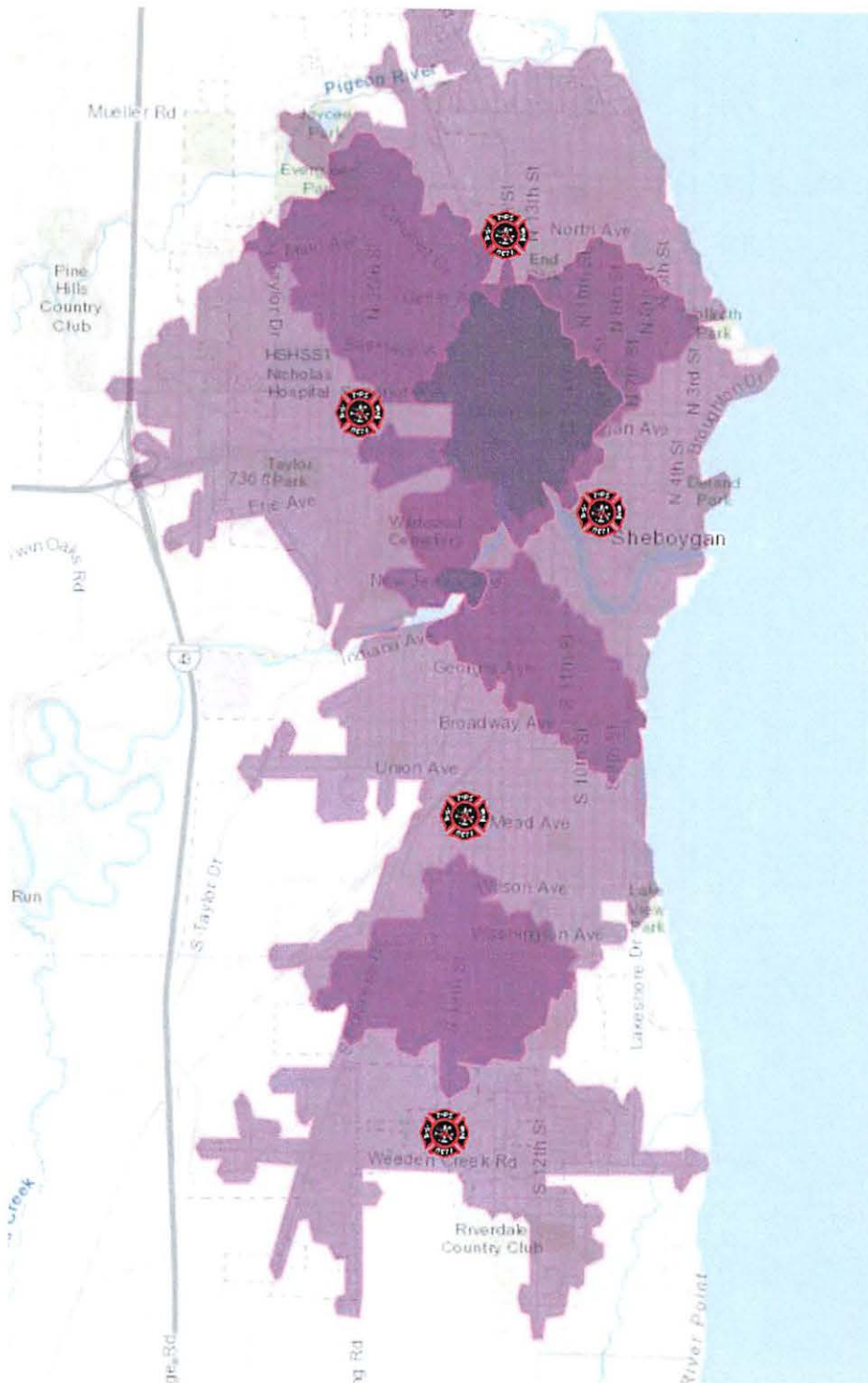
A second strategy is to provide station response coverage purely through a geographic lens without any consideration for how calls are distributed throughout the community. In addition, this analysis utilized distance without consideration to the relative impedance and/or the robustness of the road network. For example, when time is the unit of measure, a station could travel a farther distance on a highway then through a school zone but this approach caps the coverage area at 1.5 miles regardless of available travel speeds. This strategy more closely follows the recommendations of the Insurance Services Office (ISO). Therefore, the following analyses examine the current coverage areas through the lens of ISO utilizing 1.5-mile engine, 2.5-mile truck polygons, and 5-mile station locations, respectively.

Engine Coverage

All analyses utilize the existing road network and average travel impedance for the jurisdiction. When examining the 1.5-mile polygons for engine coverage, it is evident that all 5 stations maintain contiguous road miles within 1.5-mile drive times.

Where the road networks are not as robust a less efficient drive time capability emerges. For example, in more traditional metropolitan areas, the polygons will have a diamond shape, as the road network is equally accessible and efficient in all directions.

Figure 58: 1.5 Mile Engine Polygons



Ladder Truck Coverage

When examining the 2.5-mile polygons for truck coverage, the Department is challenged with ladder truck coverage based on the potential geographic coverage only and without consideration for the distribution of risk. ISO will afford additional points for having either a ladder/tower truck or quint at more than 50% of the stations. Therefore, the department may benefit from a restructure of distribution strategies that also encompasses a Quint concept if additional points are needed in the future. Results are provided below.

The following mapping includes a view of stations through the 2.5-mile attribute. The first map includes the current stations with aerial devices.

The department's current deployment strategy is to have a ladder truck at both Stations 4 and 5 at the north and southern most points of the city. The mapping illustrates that the greatest degree of coverage is provided through this strategy and that the ladder coverage areas do have some contiguous road network.

Analyses of the placement of a potential 3rd ladder truck, or future quint, were evaluated to provide insight into the best location for geographic coverage. Therefore, the subsequent mapping output compares the following truck configurations:

- Trucks at 1, 4, and 5
- Trucks at 2, 4, and 5
- Trucks at 3, 4, and 5

The mapping illustrates that the utilization of Station 1 provides nearly 100% duplication of service area between Stations 4 and 5. Stations 2 and 3 provide additional coverage area, but Station 3 may be the best option if considering a 3rd aerial asset.

Figure 59: Current Stations 4 and 5 with Ladder Trucks - ISO 2.5 Mile

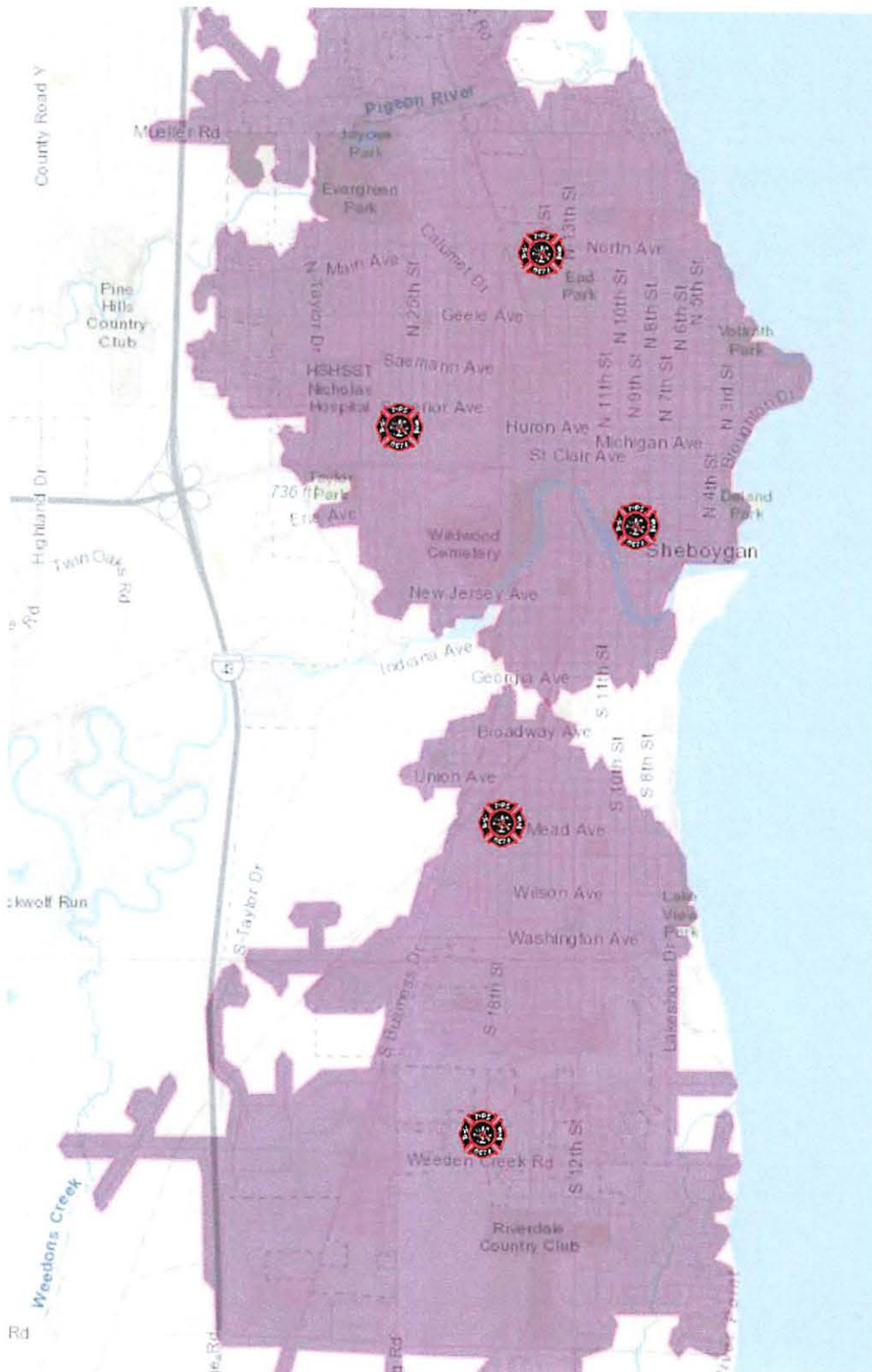


Figure 60: Current Stations 1, 4, and 5 with Ladder Trucks - ISO 2.5 Mile

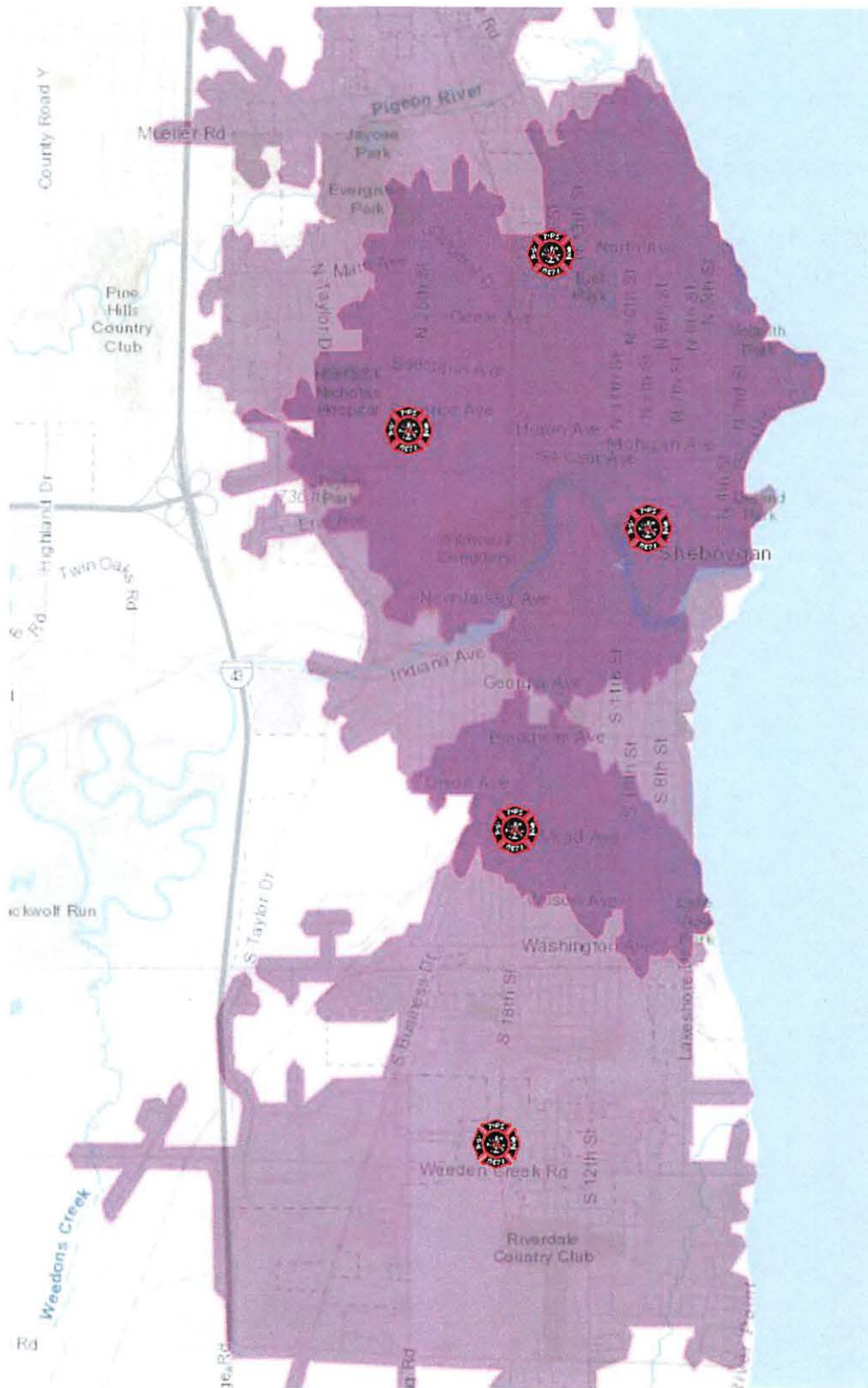


Figure 61: Current Stations 2, 4, and 5 with Ladder Trucks - ISO 2.5 Mile

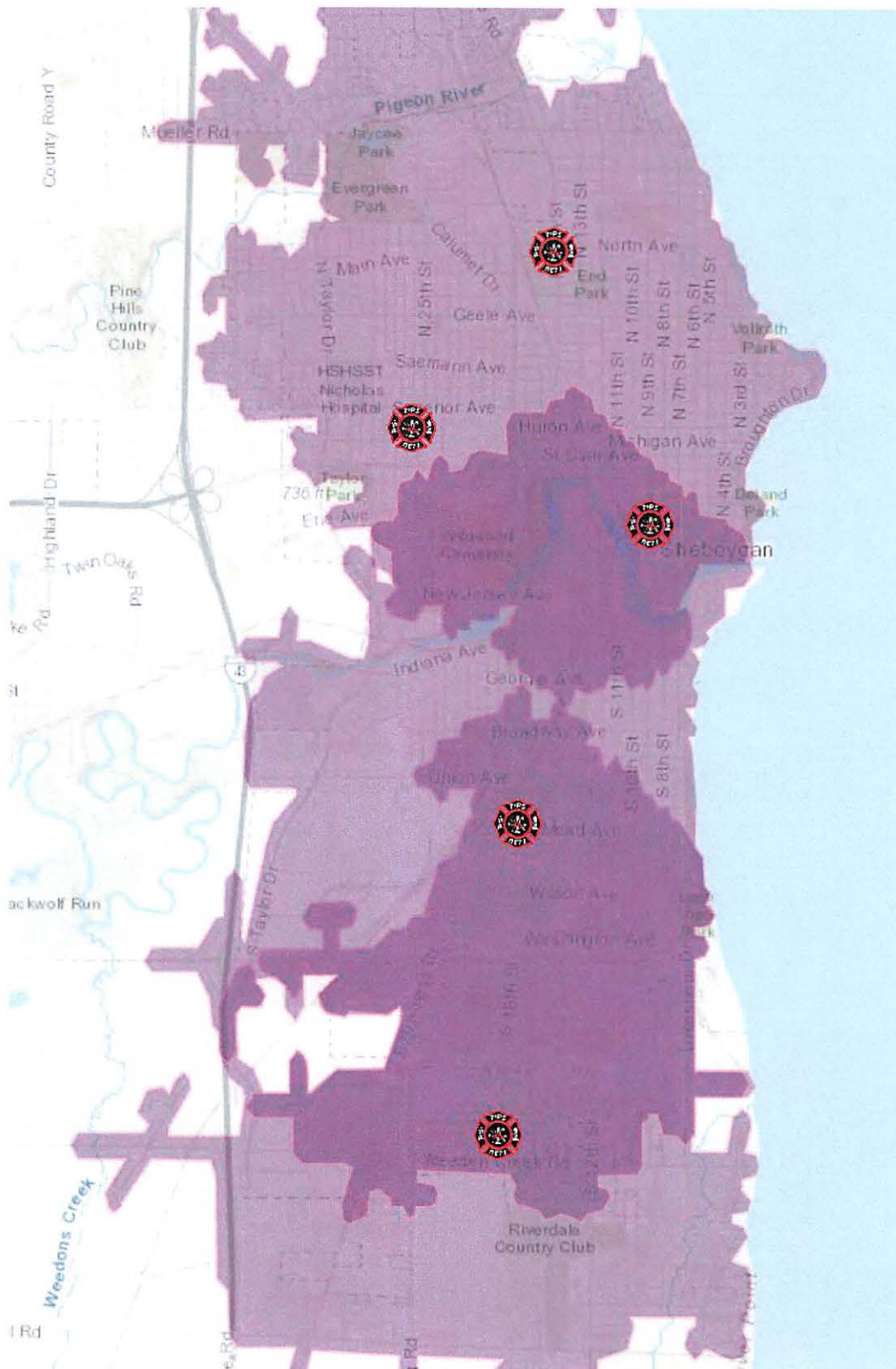
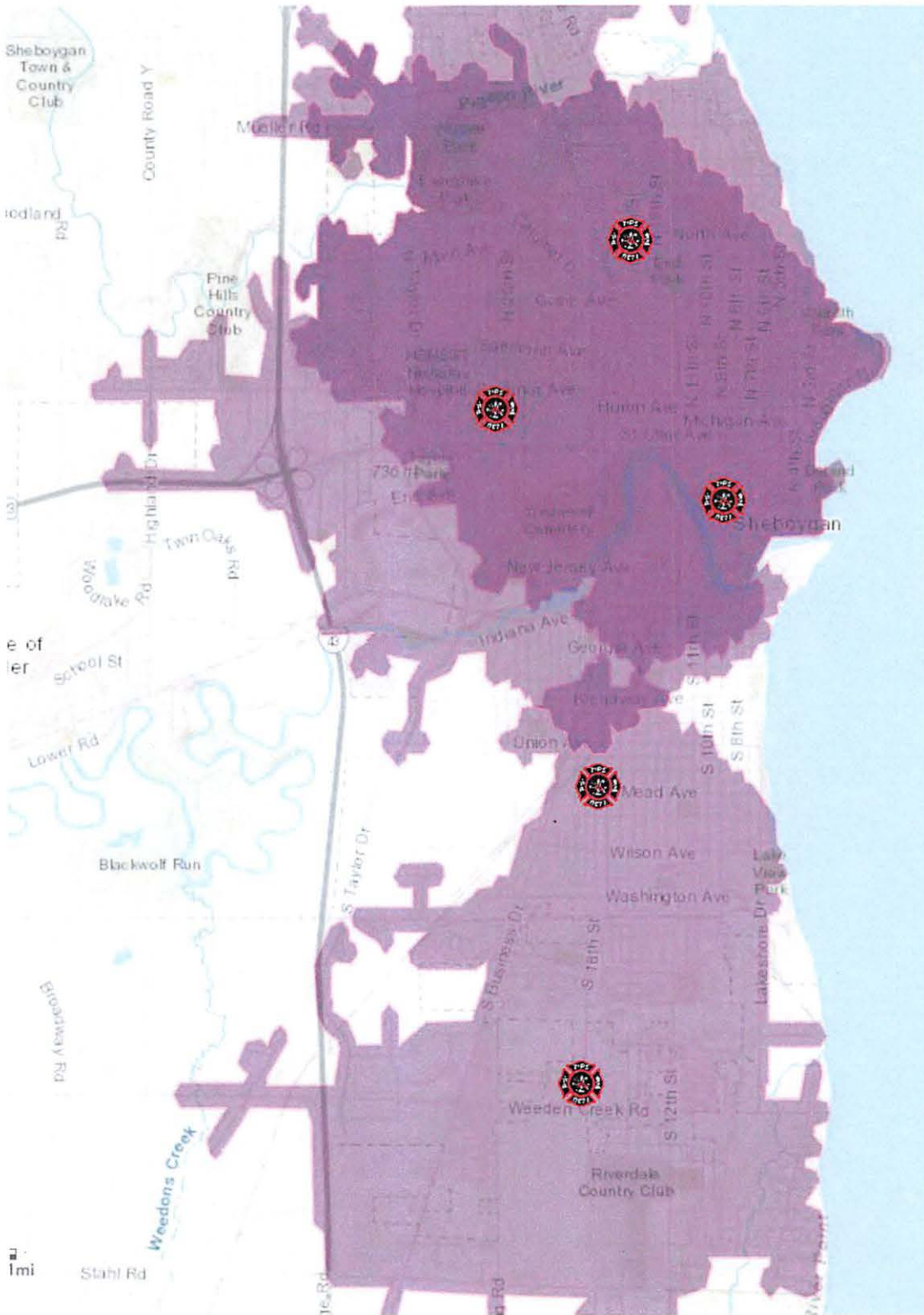
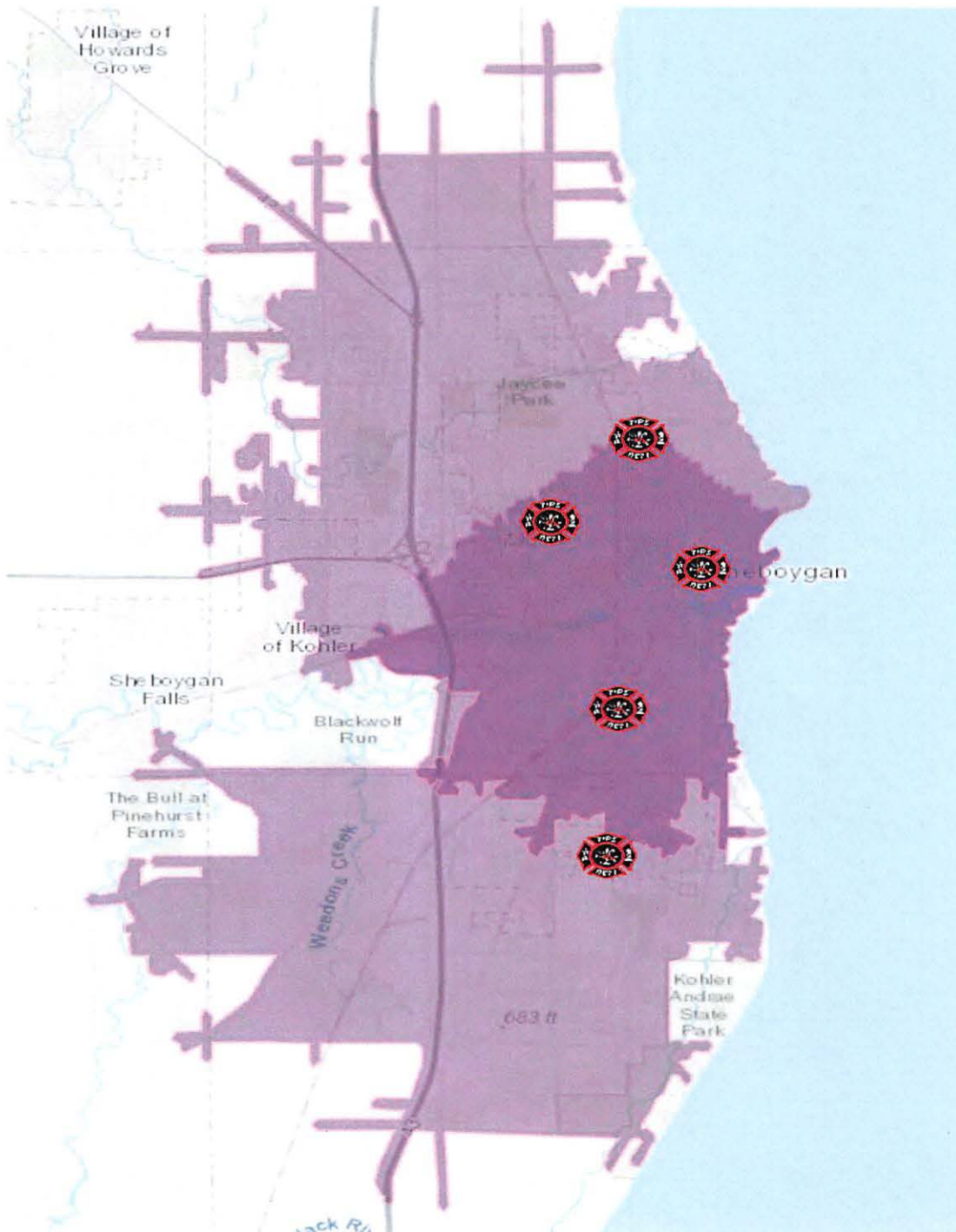


Figure 62: Current Stations 3, 4, and 5 with Ladder Trucks - ISO 2.5 Mile



Finally, mapping analyses for the ISO 5-Mile configuration is provided below. The analyses suggests that there are contiguous road miles for each of the five stations. This illustration only utilizes the northern and southern most stations for clarity (Stations 4 and 5).

Figure 63: Current Station Configuration (Stations 4 and 5 only) - ISO 5 Mile



Effective Response Force Mapping

Similar to previous discussions, there are two prevailing recommendations for the time to assemble an effective response force for structure fires. First, NFPA 1710 suggests that the Effective Response Force (ERF) should arrive in eight (8) minutes travel time or less. Second, the CFAI provides a baseline travel time performance objective of 10 minutes and 24 seconds 90% of the time or less for urban densities as well as a 13-minute travel time ERF for suburban areas and 18-minutes for rural areas. Since the current first due travel time performance is at approximately 5 to 6-minutes minutes; 8, 10, and 13-minute travel times were created to demonstrate the relative ERF coverage throughout the jurisdiction.

For these purposes ERF was defined as the arrival in two person increments from 10-16 personnel and is restricted to the city jurisdiction.

Table 30: Comparisons of Effective Response Force Configurations

Travel Time Objective	10 Personnel	12 Personnel	14 Personnel	16 Personnel
8-Minute	36.38%	7.21%	2.97%	0.15%
10-Minute	70.70%	31.54%	30.10%	7.12%
13-Minute	93.28%	76.08%	76.08%	43.77%

Overall, the ERF has more robust coverage in the core of the City where the greatest historical demand exists. Mapping outputs are provided below.

Figure 64: 8-Minute ERF from Current Stations – Current Staffing

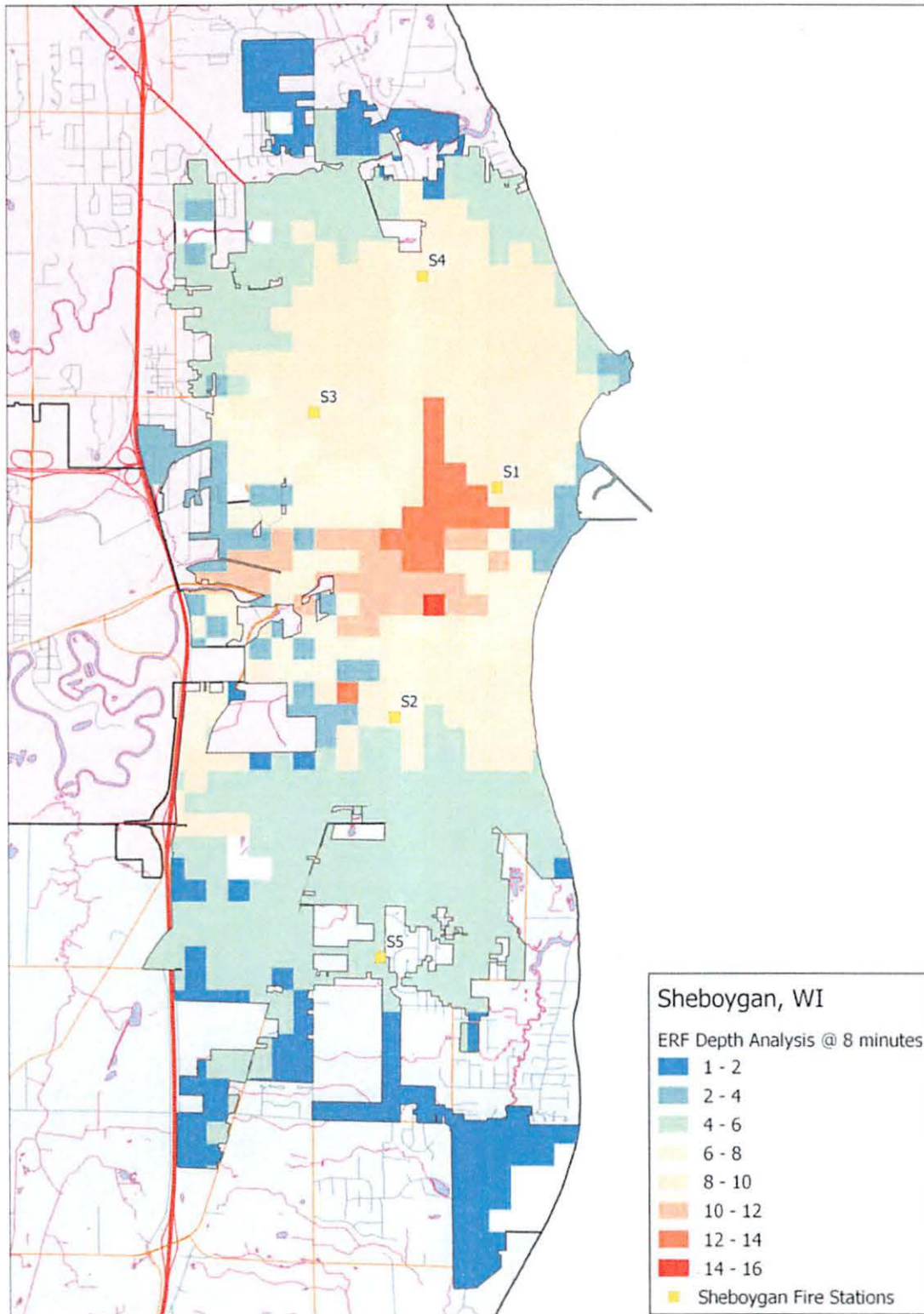


Figure 65: 10-Minute ERF from All Current Stations – Current Staffing

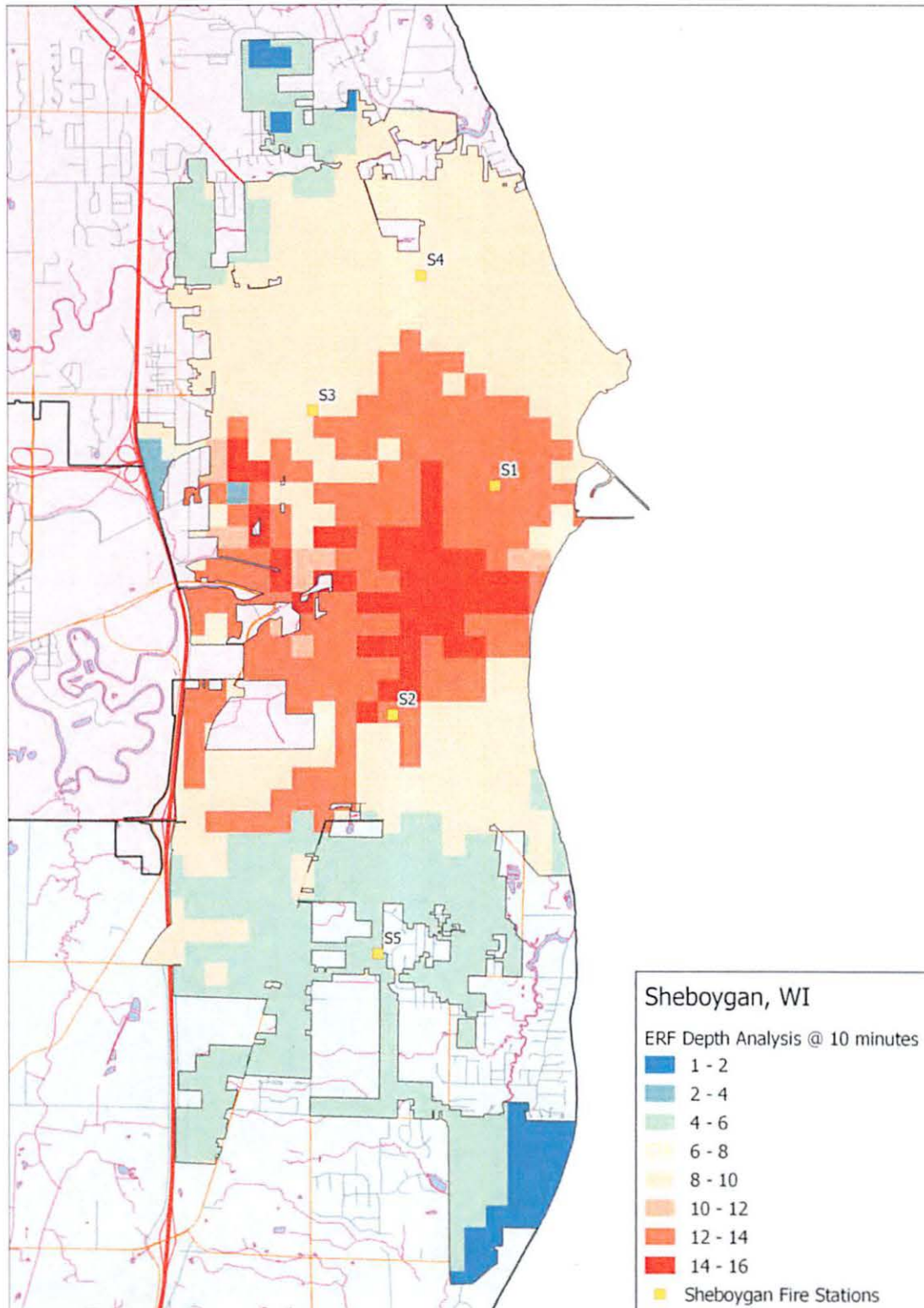
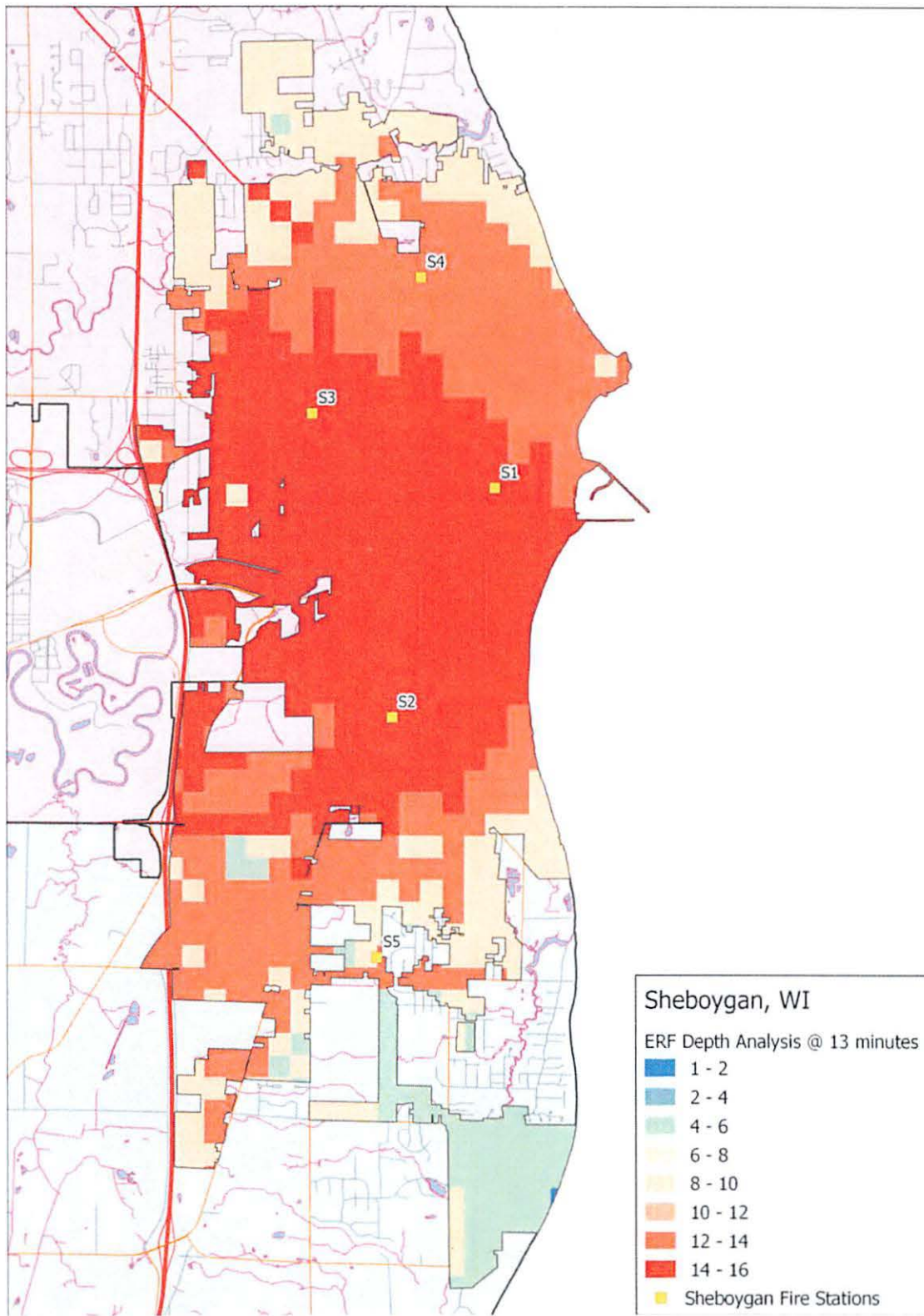


Figure 66: 13-Minute ERF from All Current Stations – Current Staffing



Distribution of Risk Across the Jurisdiction

Distribution of Demand by Program Areas

Heat maps were created to identify the concentration of the historic demand for services by program area. Therefore, the following mapping will present the relative concentration of service demands by fire, EMS, and HAZMAT, respectively. The Blue areas have the least demand and the dark red areas have the highest concentration of demand.

When reviewing the heat maps, it is clear that the greatest relative density of service demands is generally located near the downtown area, with little variation over the program areas.

Figure 67: Heat Map for Fire Related Incidents

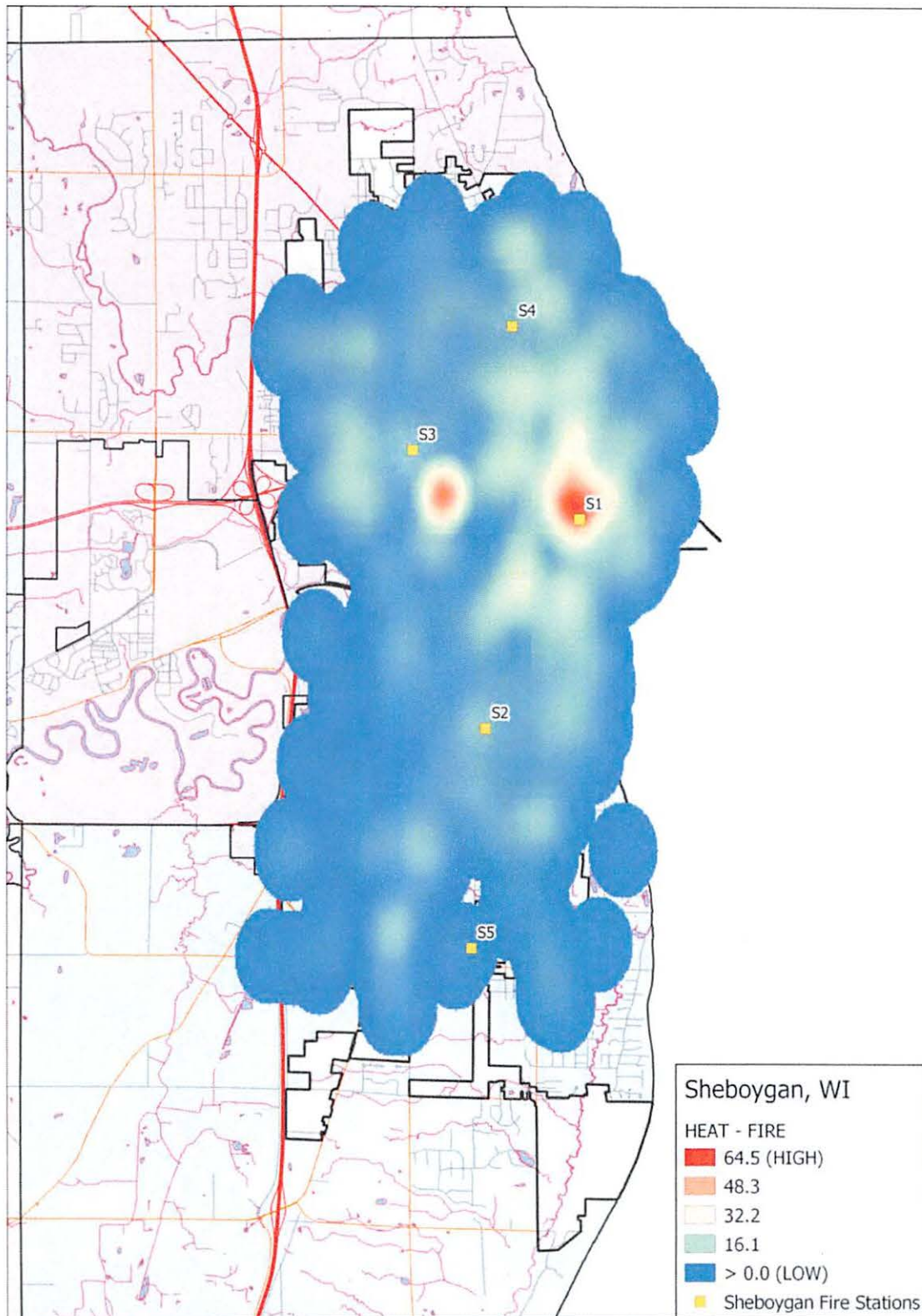


Figure 68: Heat Map for EMS Related Incidents

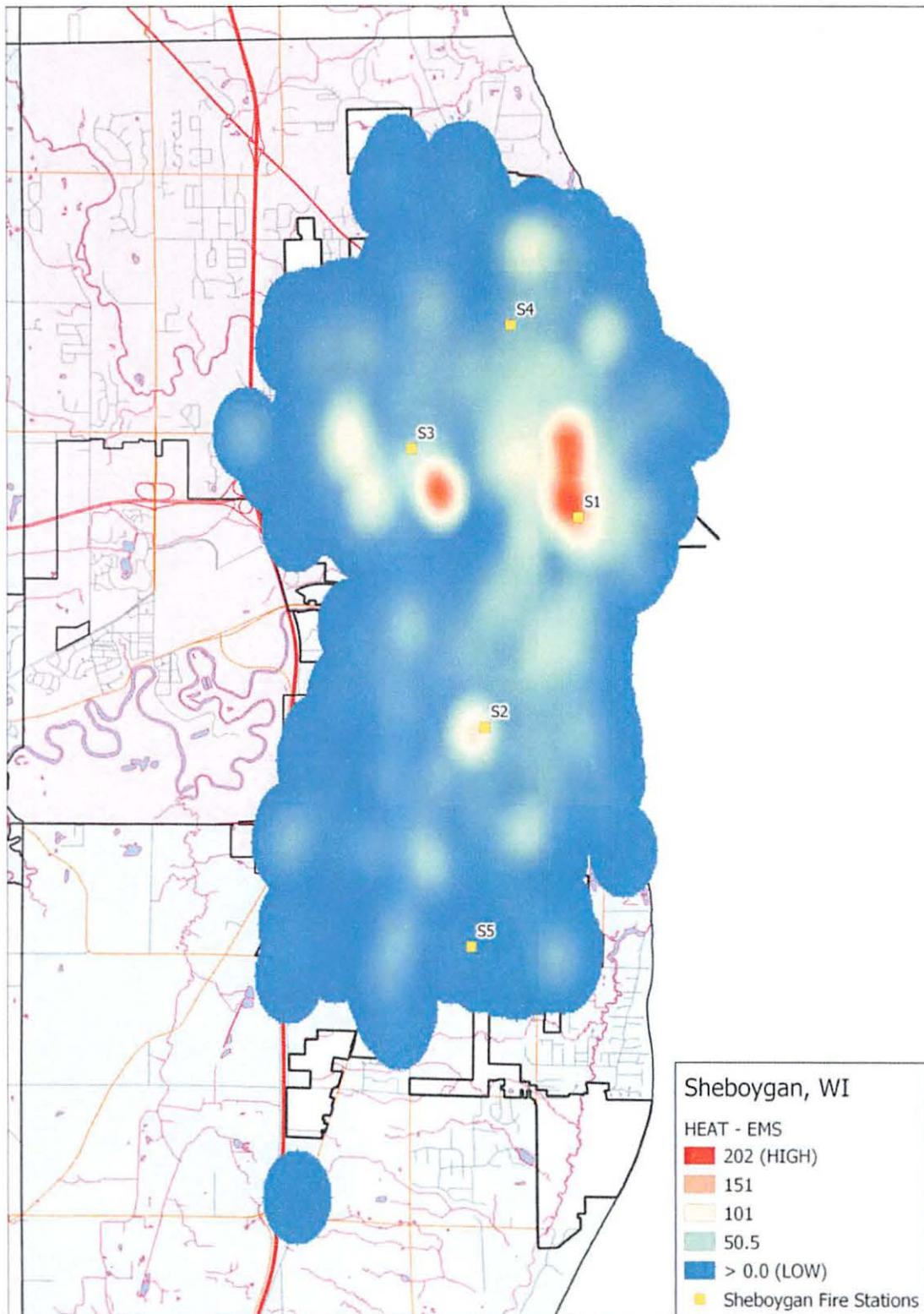
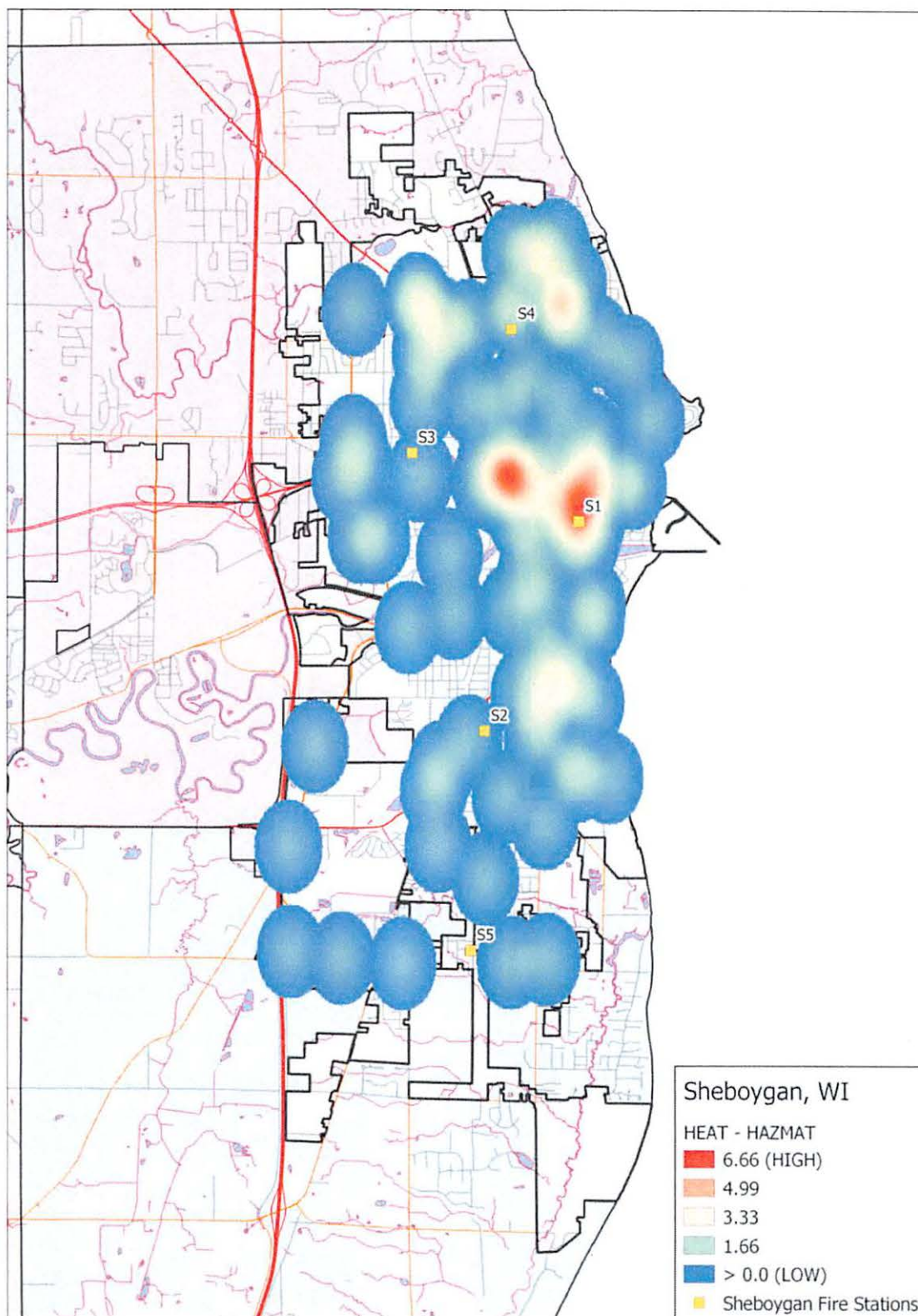
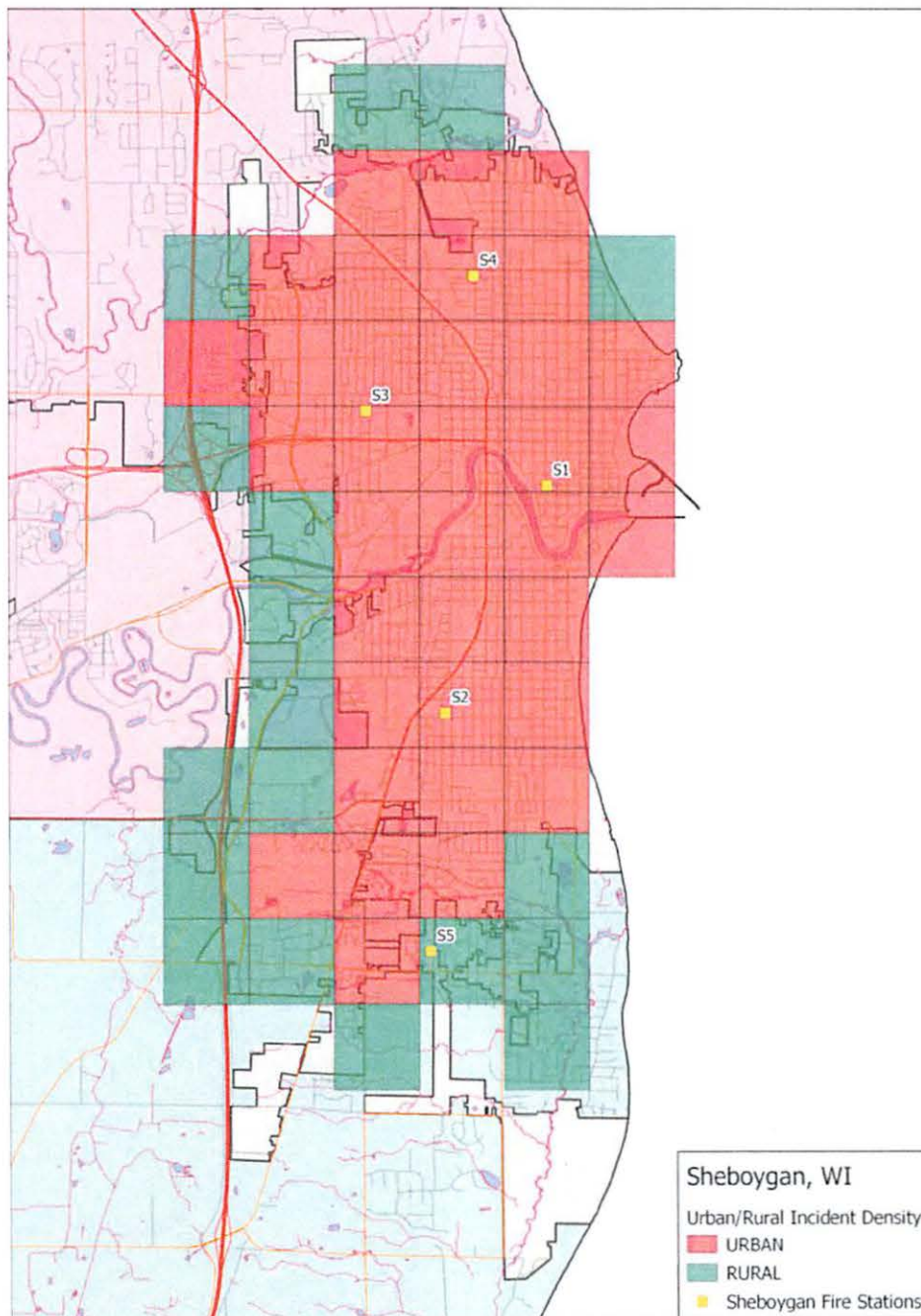


Figure 69: Heat Map for HazMat Related Incidents



Finally, we calculate call density based on the relative concentration of incidents based on approximately 0.5-mile geographic areas as well as the adjacent 0.5-mile areas. The results demonstrate an urban and rural designation based on call density for services and not based on population. The red areas are designated as urban service areas and the green areas are designated as rural service areas. Any area that is not colored has less than one call every six months in the 0.5-mile area and the adjacent areas.

Figure 70: Urban and Rural Call Density Map with Current Stations



Long-Term Sustainability of the Models Presented

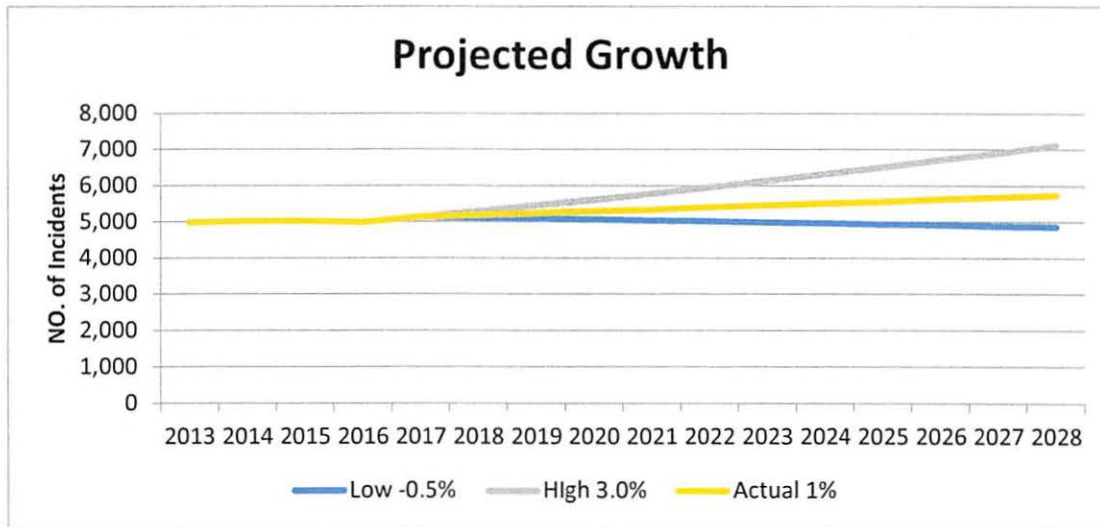
It is important to understand that the distribution models are restrictive to the geographic limitations of the jurisdiction and the historical demand for services. Therefore, the number of stations is descriptive of the number of fixed facilities required from which to deploy resources. These analyses do not specifically describe the concentration of resources required at each fire station facility to adequately handle the demand for services. For example, some stations may require two or more units in order to handle the demand for services.

With respect to the long-term sustainability of the deployment models presented here, the models will remain accurate for as long as the jurisdictions' overall coverage area has not expanded. In other words, if the City's square mileage remains, then the deployment strategy will be sustainable indefinitely with respect to the coverage area. As other variables such as population density or changes in socioeconomic status change over time, there may be a need for a higher concentration of resources necessary to meet the growing demand for services, but not additional stations. The most prominent reason that the geographic distribution model would need to be updated is for changes in traffic impedance that significantly limit the historical average travel speed. Monitoring travel time performance, system reliability, and call concurrency will provide timely feedback for changes in the environment that could impact the distribution model.

Projected Growth

The available data set was restricted to 5 years with an annualized growth of 2.98%. The following straight-line projection should be used with caution due to the variability across years. However, in all cases, data must be reviewed annually to ensure timely updates to projections. The overall year over year growth between 2013 and 2017 data includes a -0.5% drop in incidents between 2015 and 2016 as well as a 0.0% change between 2014 and 2015. The highest rate of growth was 3.0% that occurred between 2016 and 2017.

Figure 71: Projected Growth of 1%

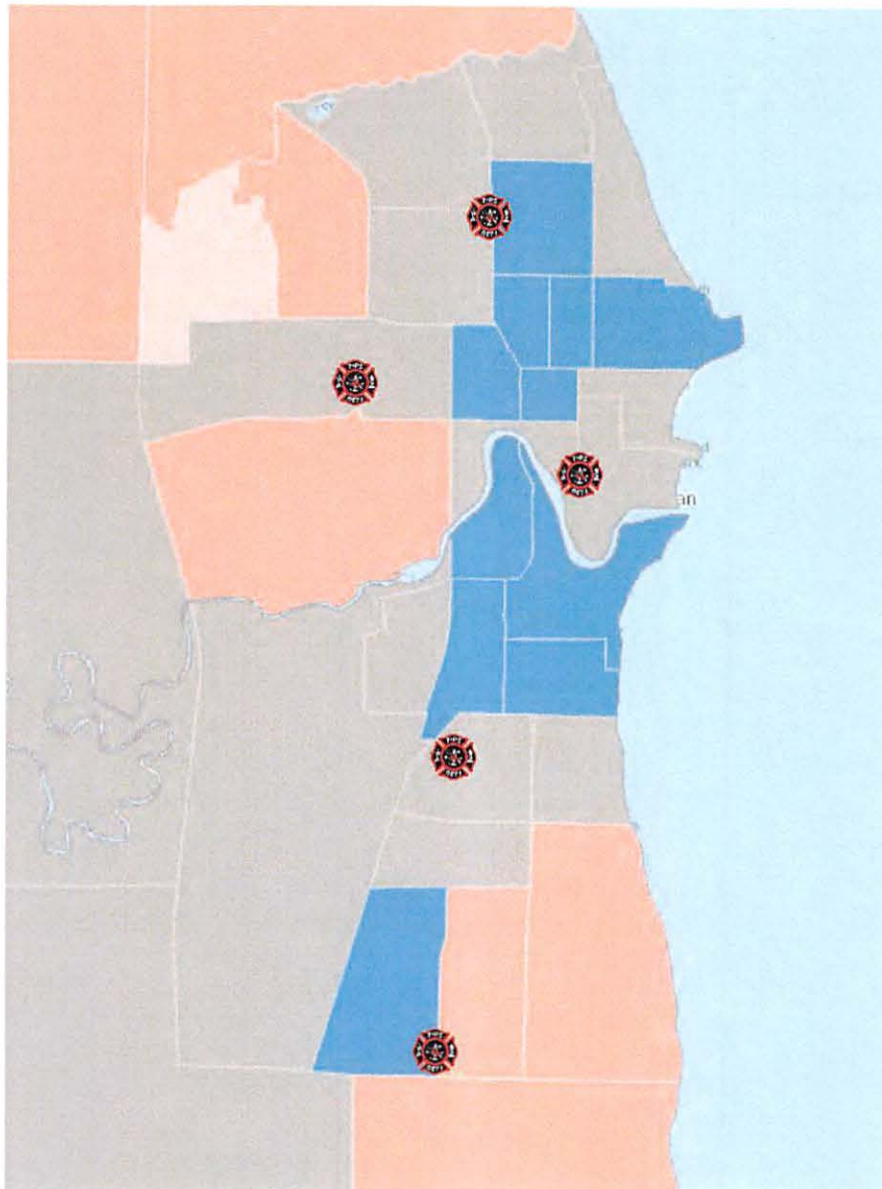


Assuming that future demands may not be reasonably distributed across the various stations in the system, the system will require a redistribution of workload and ultimately reinvestment in resources to meet the growing demand. While the system should be evaluated continuously for performance and desired outcomes, the department should specifically re-evaluate workload and performance indicators for every 1,000-call increase to ensure system stability.

Population Characteristics

Generally, older populations and very young populations are considered to be most vulnerable to the frequency and incidents of fire. In addition, older populations historically utilize EMS services with greater frequency. It is important to understand, what field crews often recognize intuitively, is that the distribution of population risks are not uniform across the jurisdiction. The median age is provided below.

Figure 72: Median Age - 2018



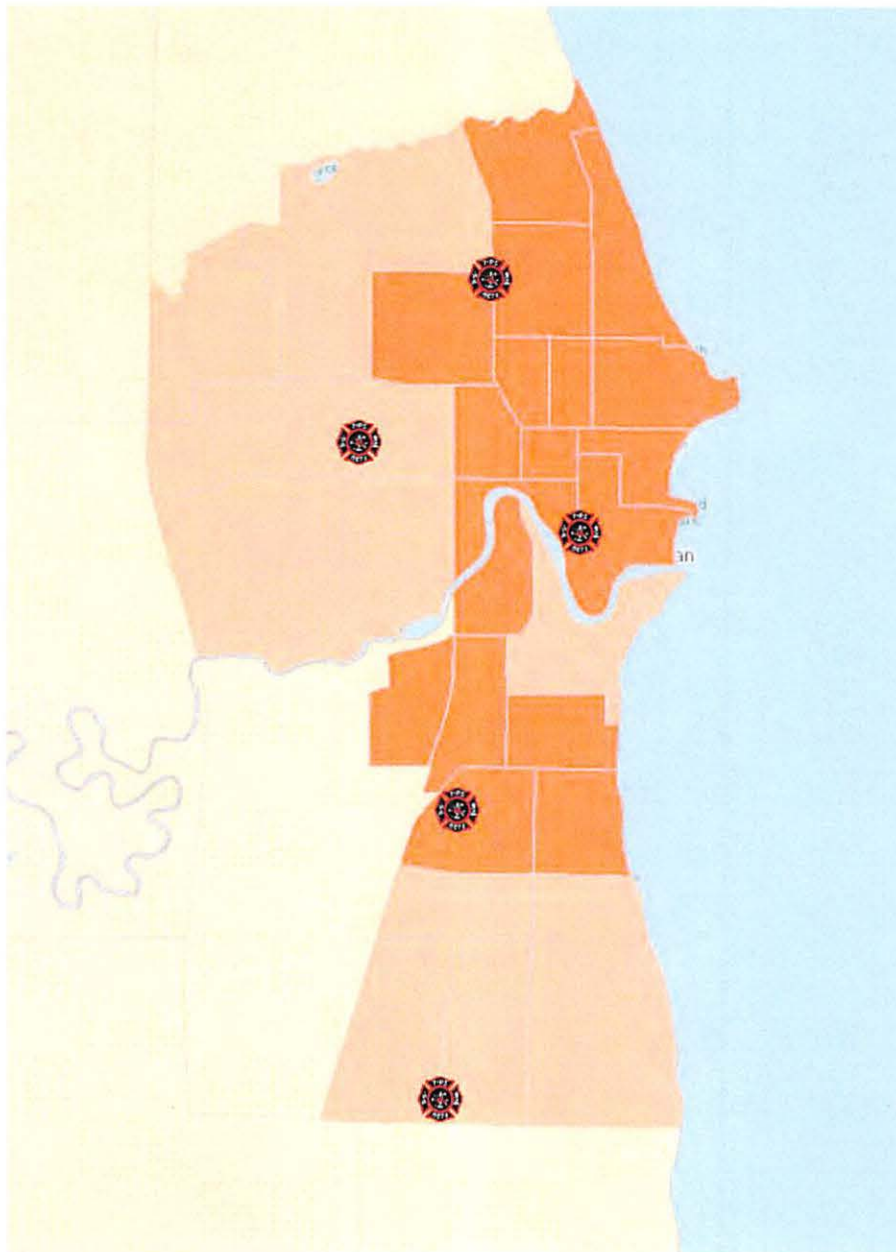
2018 USA Median Age

Block Group

- 53 - 86 years of age
- 45 - 53 years of age
- 36 - 45 years of age
- 28 - 36 years of age
- 0 - 28 years of age

For the majority of the jurisdiction, the population density is urban or suburban.

Figure 73: Population Density by Census Block - 2018



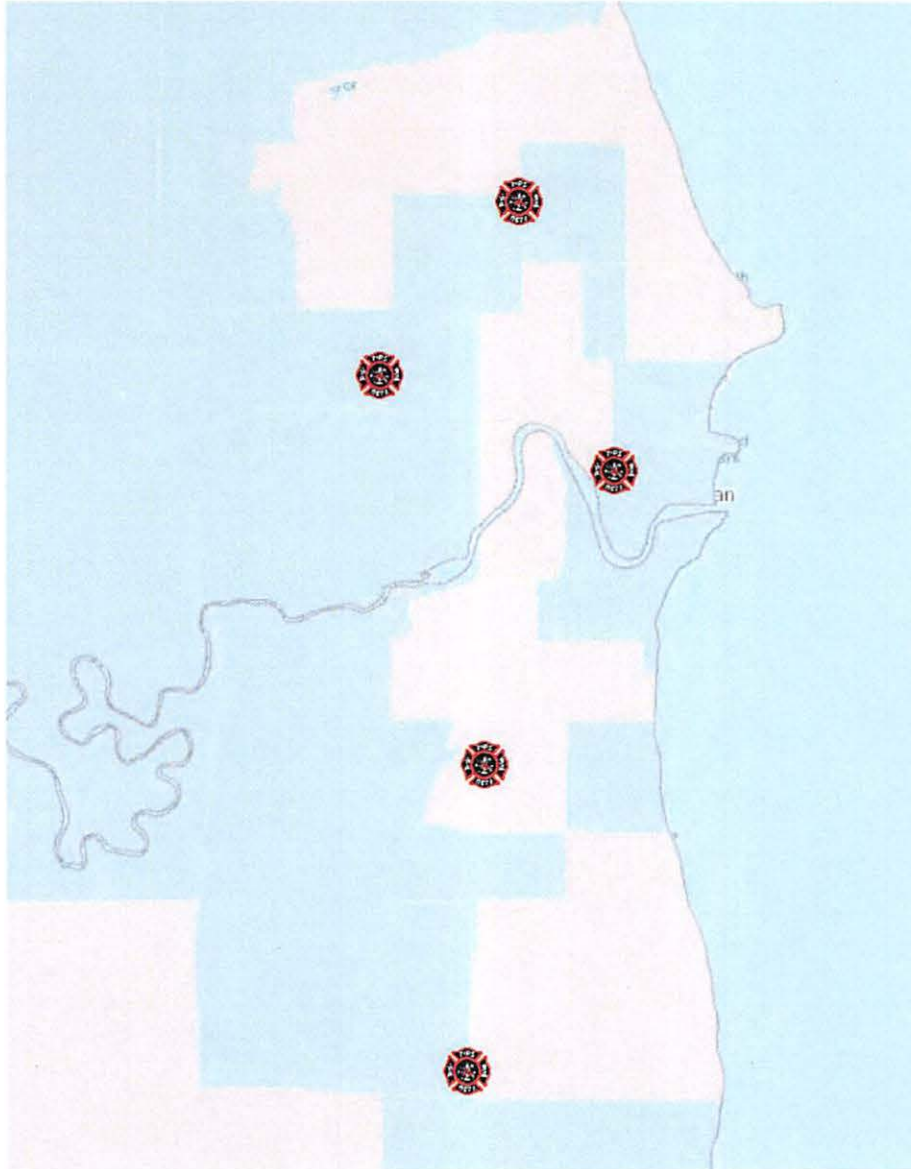
2018 USA Population Density

Block Group

- 116,000 - 618,125 people per sq mi
- 22,000 - 116,000 people per sq mi
- 4,000 - 22,000 people per sq mi
- 1,000 - 4,000 people per sq mi
- 0 - 1,000 people per sq mi

The population change is either holding static or reducing by 1.25% or growing slowly between 0 and 1.25%. Overall, the projected changes to population should be relatively stable.

Figure 74: Annual Population Change 2018-2023



2018-2023 USA Population Growth

Block Group

- 1.9 - 142.7 %
- 1.25% to 1.9%
- 0% to 1.25%
- 1.25% to 0%
- 1.9% to -1.25%
- 2.9 to -1.9%

Finally, population alone is not the sole variable that influences the demand for services as socioeconomic and demographic factors have greater influence over demand. The median household income was evaluated to determine the degree to which the community had underprivileged populations. The majority of census blocks were at or below the national median household income. The national median household income is reported at \$58,100.

Figure 75: Median Household Income -2018



2018 USA Median Household Income

Block Group

- \$ 111,200 - 200,100
- \$ 78,200 - 111,200
- \$ 45,100 - 78,200
- \$ 12,100 - 45,100
- \$ 0 - 12,100

Risk analyses

Occupancy Level Risk

Occupancy risk was evaluated across the jurisdiction utilizing the most recent ISO batch reports. The ISO Batch report provided specific building occupancy information for the needed fire flow, the number of stories, location, and square footage. Ultimately, a quantifiable risk-rating matrix was developed that categorized 940 occupancies within the jurisdiction into high, moderate, and low risks. The risk matrix is presented in Table 8 below.

Due to the relatively higher demands for personnel and apparatus required for fire events that have a large square footage, higher elevation (stories), and greater water demands, the risks garnished the highest numeric values. The results of the risk assessment process categorized the 940 occupancies into 21 high-risk structures, 566 moderate structures, and 353 low risk structures.

Geospatial analyses were completed to map the locations of each of the commercial occupancies included in the risk matrix process and specifically overlaid within each of the fire station locations. This analysis lends validity to the risk assessment matrix and the process utilized by the Department as the concentration of risks is correlated with the historical demand for fire related services. The results of the geospatial analyses of all, high, moderate, and low risk structures are presented below as Figures 28 - 30, respectively. From a broad perspective, this provides validation to the risk assessment process developed with the Department as well as the necessary deployment strategy to cover the historical demand for services.

Table 31: Summary of Occupancy Risk Matrix

Risk Class	Fire Flow		Number of Stories		Square Footage		Total Risk Score
	Value	Scale	Value	Scale	Value	Scale	Scale
High	5	≥ 1500 gpm	5	≥ 4	5	$\geq 100k$ Sq. Ft.	≥ 13
Moderate	3	> 499 and < 1500 gpm	3	> 1 and < 4	3	$> 10k < 100k$ Sq. Ft.	> 6 and < 12
Low	1	≤ 499 gpm	1	1	1	$< 10k$ Sq. Ft.	≤ 5

Figure 76: High Risk Occupancies by Station Demand Zone

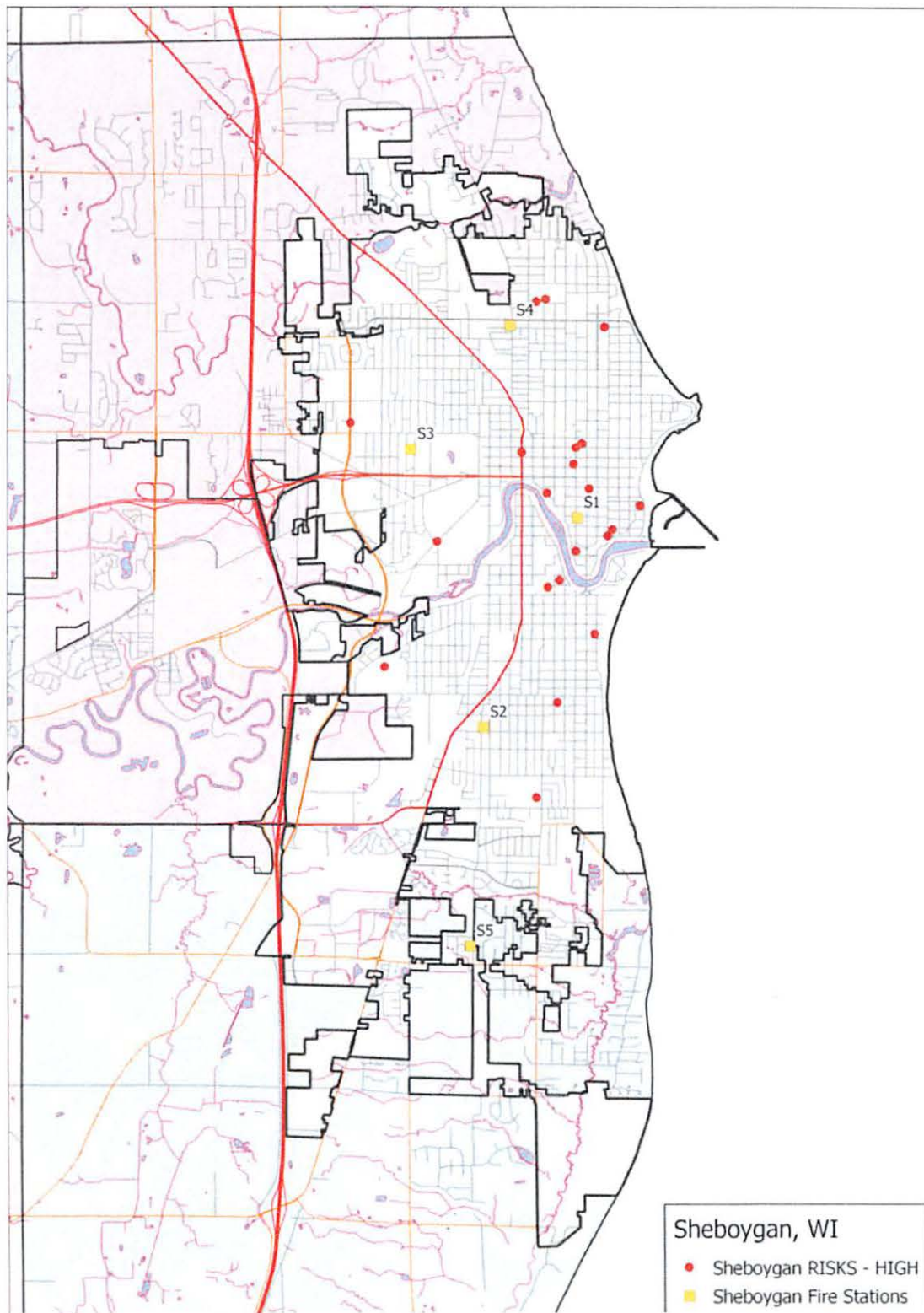


Figure 77: Moderate Risk Occupancies by Station Demand Zone

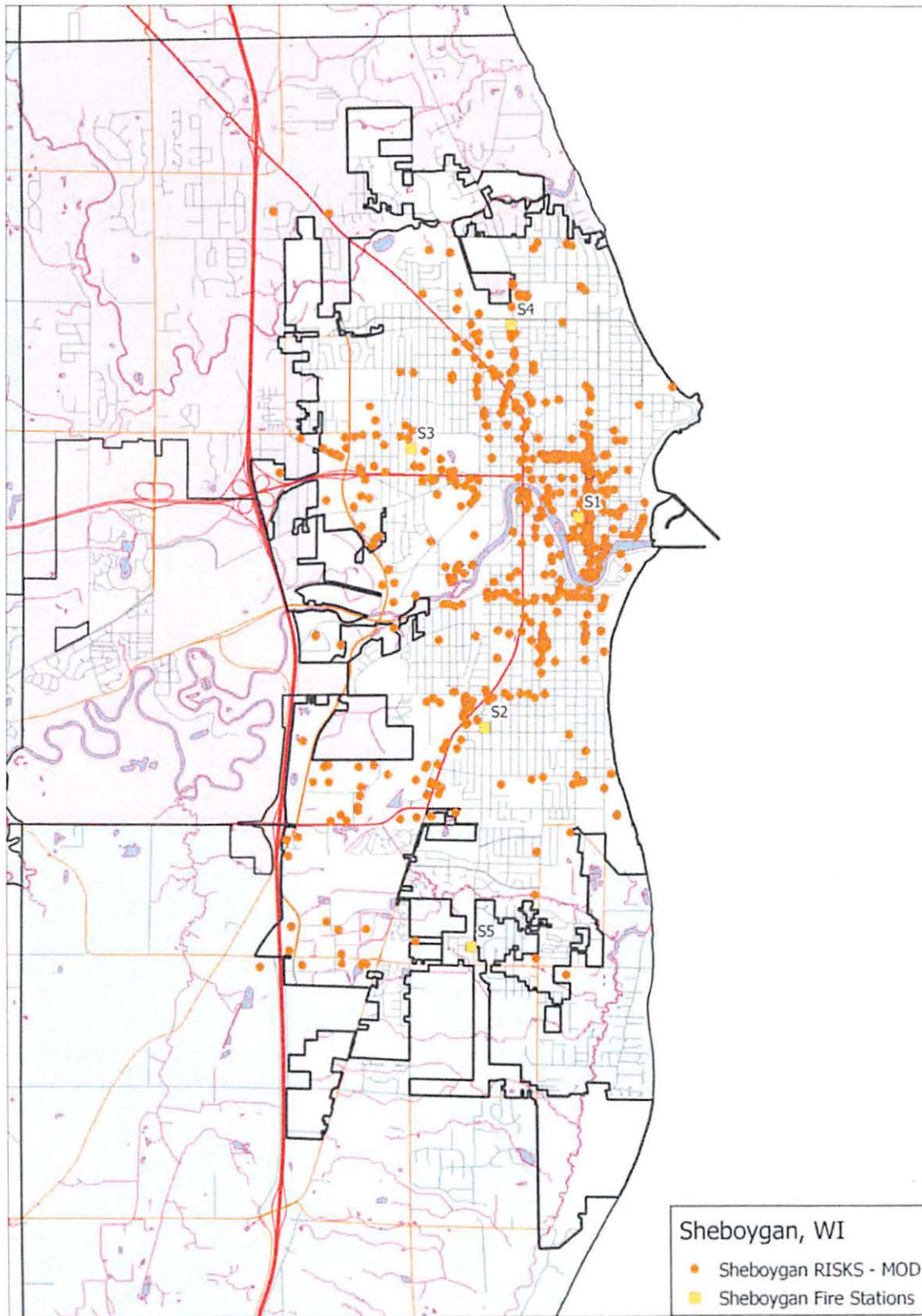
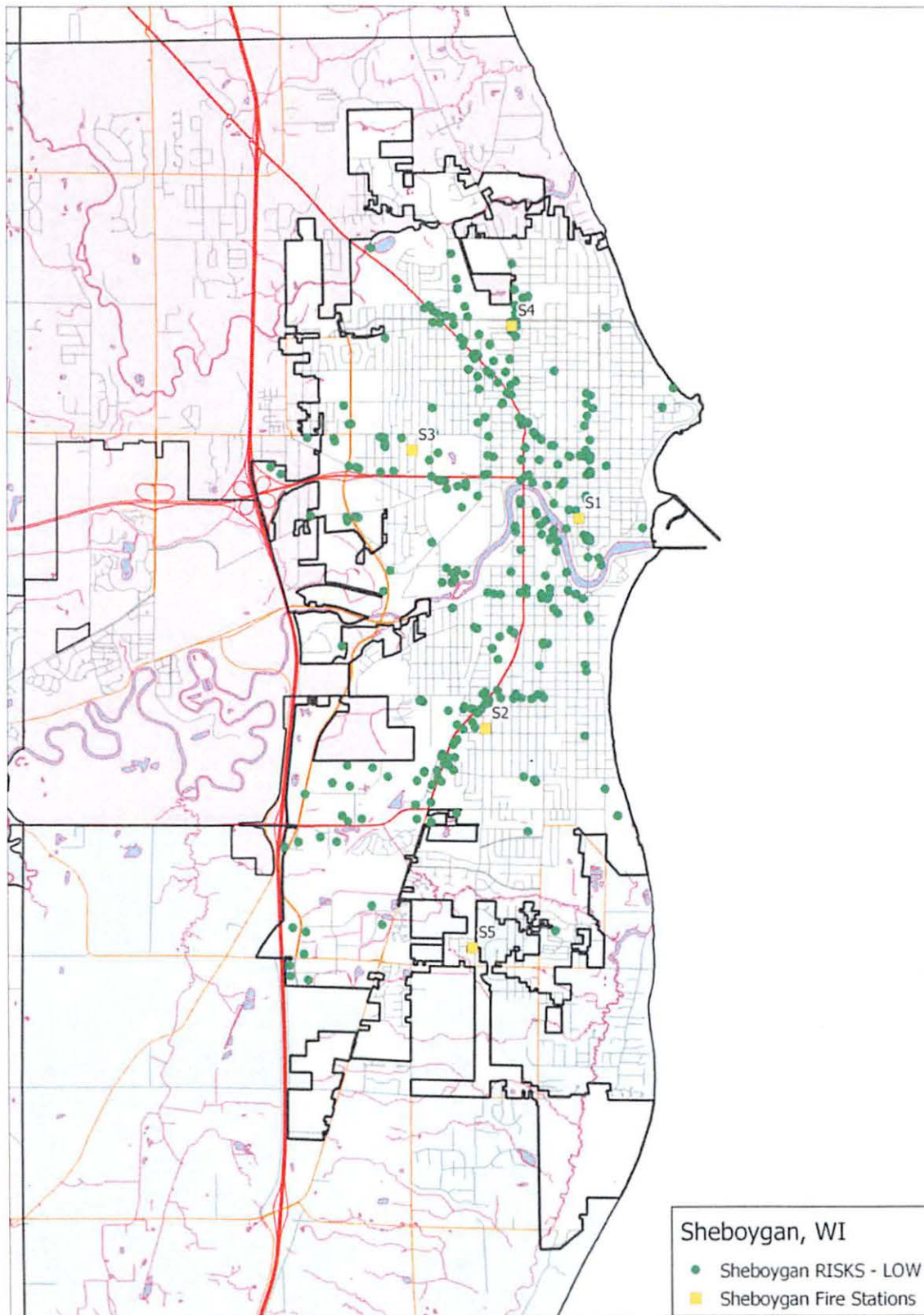


Figure 78: Low Risk Occupancies by Station Demand Zone



Concentration of Risks by Demand Zone

Analyses were conducted to describe and measure the relative concentration of risks in each of the fire station demand zones. Therefore, a station demand zone risk matrix was developed to quantitatively evaluate the relative risk by including measures for the frequency of moderate and high risk occupancies in each fire demand zone that are directly correlated to the necessity of higher concentrations of resources. In addition, several measures that both serves the distribution aspect of the risk evaluation, but also contributes to the need for higher concentrations of resources. For example, a higher call volume may serve to drive the need for additional resources to cover the community's demand.

The variables included in the risk matrix are the demand for services for each station demand zone, the number of high and moderate-risk occupancies, and the impact of simultaneous events in each station demand zone. All measures were weighted equally, however, two variables have surrogate relationships with historical community demands and one variable is dedicated to prospective occupancy risk. Community demands were rated more heavily in an effort to provide a realistic balance between the risk potential with historical experience. The risk tool and the scoring template are provided below.

Table 32: Station Demand Zone Risk Concentration Matrix

Station FDZ	Community Demand	Call Concurrency	High/Moderate Risk Occupancies	Total risk Score	Risk Rating
1	8	5	6	49.01	High
2	6	3	3	19.09	Moderate
3	7	4	3	26.16	Moderate
4	2	3	2	6.63	Low
5	2	3	1	4.95	Low

Overall, the risk assessment identified that Stations 1 is a high-risk station and Stations 2 and 3 are moderate risk stations. The remaining stations was categorized as lower risk. This would indicate that Station 1 should have a higher concentration of resources than the lower risk stations.

Table 33: Summary of Station Fire Demand Zone Risk Concentration Matrix

Risk Class	Community Demand (D)		Call Concurrency (C)		High/Moderate Risk Occupancies (R)		Total Risk Score
	Value	Scale (Calls)	Value	Scale (%)	Value	Scale (Occupancies)	$\sqrt{\frac{(CD)^2 + (CR)^2 + (RD)^2}{2}}$
Maximum	≥10	≥4,050	≥10	≥ 27	≥10	≥500	≥72
High	7 – 9	≥ 2,700 and < 4,049	7	≥ 18 and < 27	7 to 9	≥ 300 and <449	≥ 39.35 and < 72
Moderate	4 to 6	≥ 1,350 and < 2,700	5	≥ 9 and < 18	4 to 6	≥ 150 and < 300	≥ 16.49 and < 39.35
Low	1 to 3	< 1,350	1	<9	1 to 3	< 150	< 16.49

* Definitions for Occupancy Risk Type were provided as part of the full risk assessment previously.

These analyses result in a three-dimensional model that illustrates the representativeness of each of the variables as they contribute to each station's risk profile. For example, one station may score heavily in potential risk and have moderate or low demand for services and another station may have little potential risk but have high demand and call concurrency that drives the necessity for a greater concentration of resources.

Graphic representations of the three axis risk matrices are provided below. When reviewing these radar figures, the larger the shaded area, the greater the risk. In addition, each axis is labeled so that the reader can determine the relationship between the risk drivers for each station area.

Figure 79: Station 1 Risk Profile

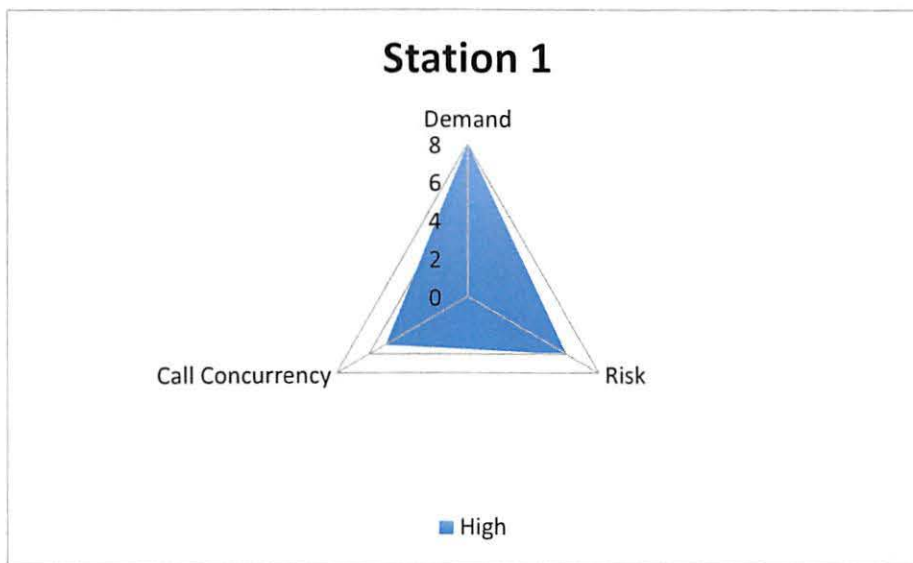


Figure 80: Station 2 Risk Profile

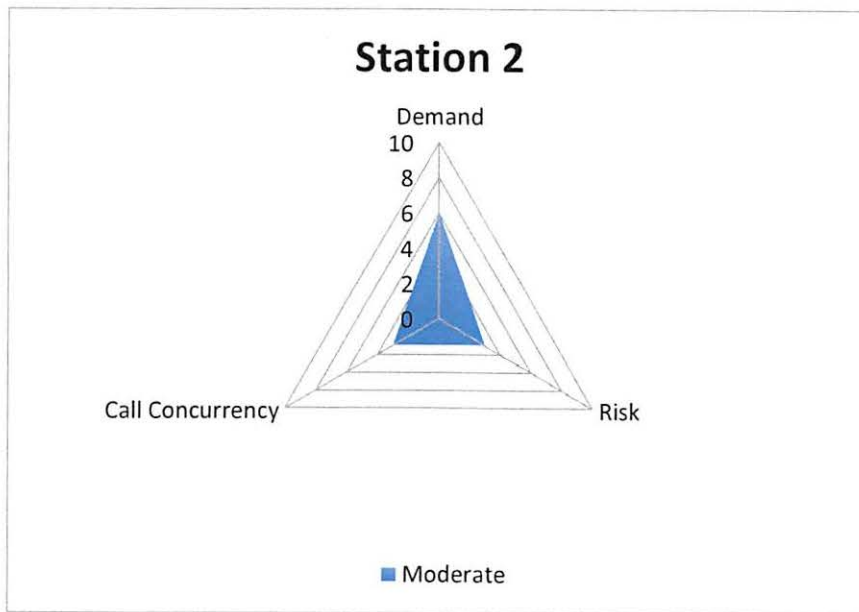


Figure 81: Station 3 Risk Profile

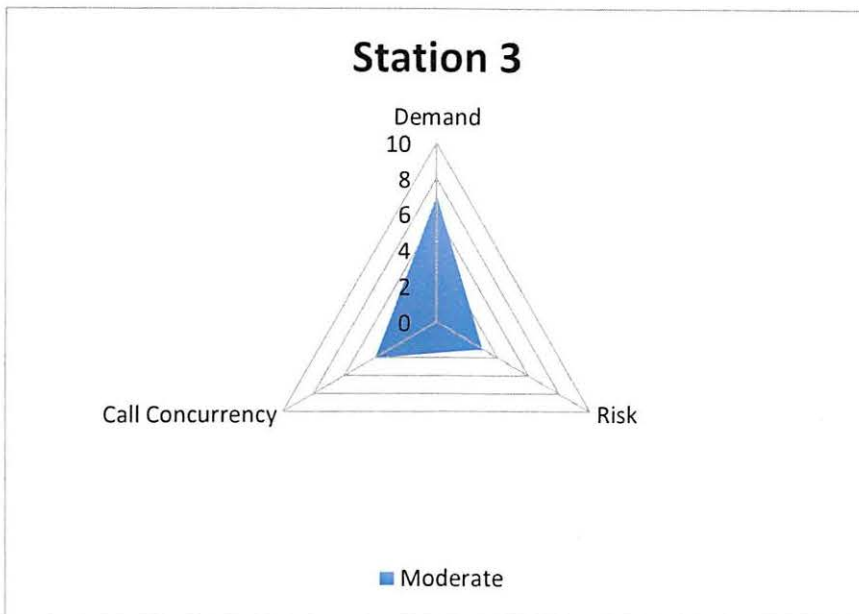


Figure 82: Station 4 Risk Profile

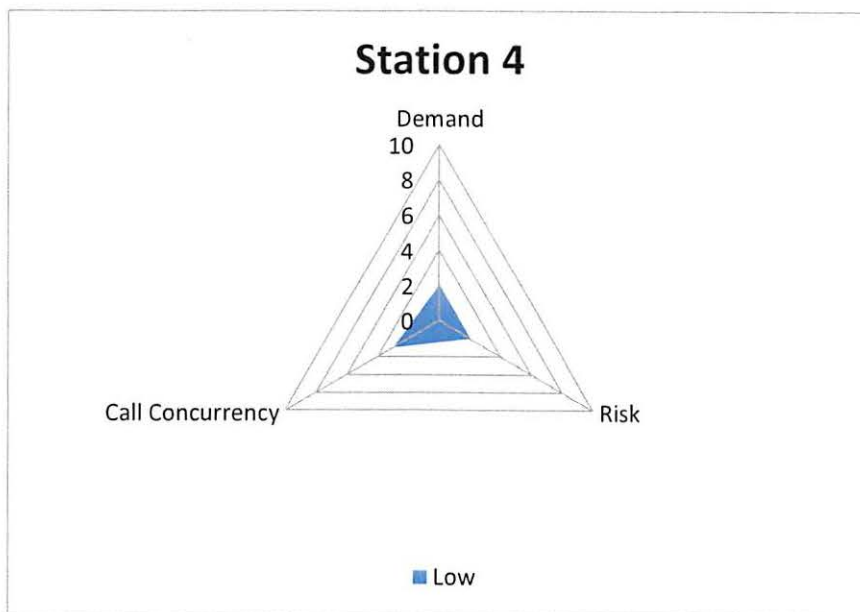
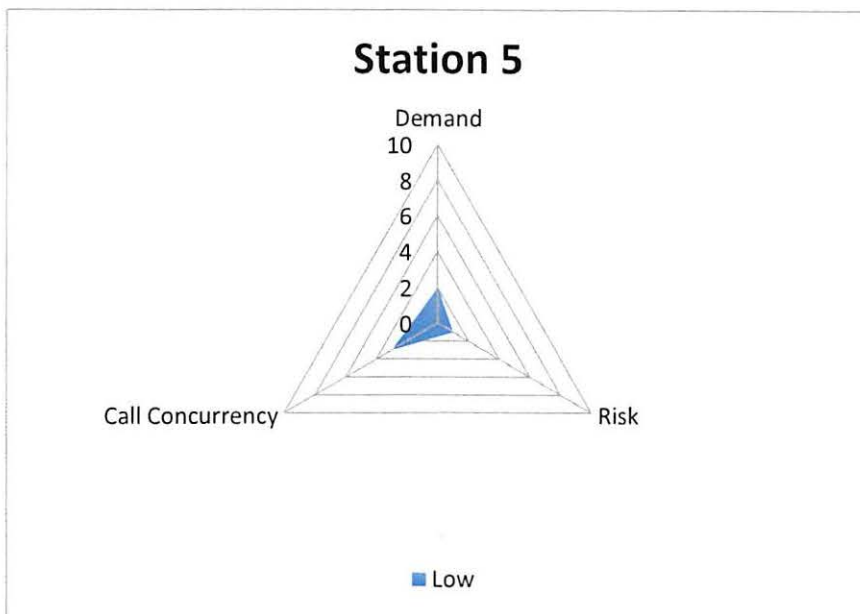


Figure 83: Station 5 Risk Profile



SECTION 5: Percentile Calculations & Purpose in Emergency Services



Purpose

Various national groups endorse or mandate the use of percentile/fractile evaluations when assessing public safety departments. These include the National Fire Protection Association (NFPA) as outlined in NFPA 1221²⁴ and NFPA 1710²⁵, National Emergency Number Association's Standard NENA 56-005²⁶, as well as the Center for Public Safety Excellence's Standard of Cover document²⁷. The use of 90th, 95th, or even 99th percentile evaluations in fire and EMS services is a best practice in the industry. While many organizations will report performance using 'average response time', the utility of this approach is quite limited. If one assumes a normal distribution of fire or EMS response times, which in reality they are not, then half of the time the response time performance is better than average and half the time the performance is worse. When asking policy makers to establish a performance goal for significant incidents within their community, doing so as a 50/50 proposition does little to reassure the citizen. When framing the performance goal at a 90th percentile, policy makers are ensuring that 9 out of 10 times the performance will be achieved. Because of the nature of public safety events, providing a 100% assurance of performance is both costly for almost all communities and essentially unrealistic.

Performance measurement and benchmarking performance have been consistent themes in public administration for decades. Within fire and EMS services, the most often cited measure is that of response time.²⁸ Yet problems with "definitional ambiguity" often make comparisons between communities quite challenging.²⁹ Across the nation, agencies may utilize any number of response time definitions. In fact, the definition technically involves defining a time interval's two endpoints – when the response time clock starts and when it stops. The Figure below highlights the generally utilized timestamps along the response time continuum along with the associated time intervals most often evaluated.

²⁴ National Fire Protection Association. (2016). NFPA 1221: Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems. Quincy, MA: NFPA

²⁵ National Fire Protection Association. (2016). NFPA 1710: Standard for the Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. Quincy, MA: NFPA

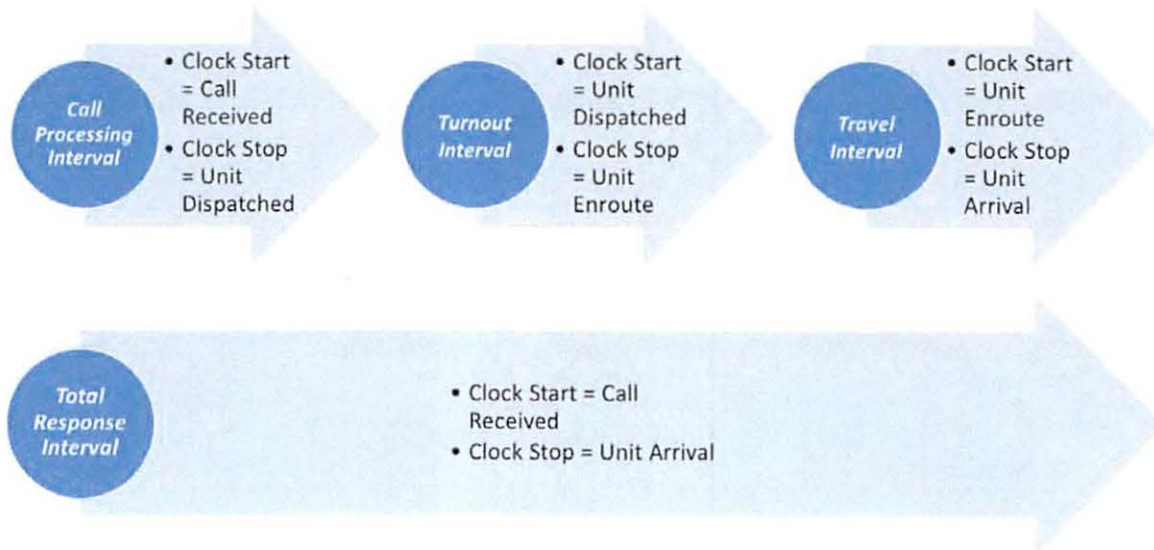
²⁶ National Emergency Number Association. (2006). NENA 56-005 Call Answering Standard/Model Recommendation.

²⁷ Center for Public Safety Excellence. (2016). Community Risk Assessment: Standards of Cover, 6th Edition. Chantilly, VA: CPSE.

²⁸ Flynn, J. D. (2009). *Fire Service Performance Measures*. National Fire Protection Association. Quincy, MA:

²⁹ Moeller, B. (2001). *Measuring performance in the public sector: An examination of benchmarking paramedic response times*. (Doctor of Philosophy PhD), Florida Atlantic University.

Figure 84: Response Time Components & Intervals



A comprehensive analysis of response time is best accomplished by assessing both the average and percentage performance for each component of response time. These intervals, and their associated timestamps are defined below.

Figure 85: Response Time Continuum & Associated Intervals with Timestamps

Interval Name	Clock Start Timestamp	Clock Stop Timestamp
Call Processing Interval	Call Received	Units Dispatched
Turnout Interval	Unit Dispatched	Unit Enroute
Travel Time Interval	Unit Enroute	Unit Arrived
Total Response Interval	Call Received	Unit Arrived

In practice, the ability to accurately evaluate any response time interval is dependent on a number of factors. The first timestamp within the computer-aided dispatch (CAD) system may reflect any number of discrete events – the time the 911 call was received, the first keystroke of a call-taker filling out the incident form, the geo-validation of the incident address, or other timestamps depending on the specific 911 phone system and/or CAD system in use. In addition, the failure of a dispatcher or first responder to accurately report or record their activity may also impact the timestamps available upon which to calculate a specific response time interval. Since each interval is calculated separately, as defined above, both the start and stop timestamps must be available. When a timestamp is missing, as is often the case in a small number of CAD records, then that specific record is not included in the assessment of the average or fractile (e.g. 90th) percentile calculation. The failure to include these small number of records is not significant in most cases as it is assumed the missing timestamp was the result of random error.

Definition of Percentile

An important consideration in any significant data analysis involves the count and/or percentage of records you have available for analysis. As data sets grows larger, any differences in the following methods tend to disappear. For example, if you had 1,000 records to analyze, then the top ten percent would consist of 100 records. Therefore, the probability that values would be clustered around the 90th percentile would be quite high, and any differences in the output from various methods would be minor. If evaluating a data set of 10,000 records, any differences would be even smaller and likely irrelevant. There are several methods which can be used to calculate a percentile. The following discussion highlights a few of the commonly used approaches.

Rank Order:

The value under which 'X' percent of the data fall. If using a set of 100 records, the 90th percentile would be the value under which 90 percent of all the data fall. In the example of 100 records, it would be the 91st value when sorted in rank order. In a data set of 10, it would be the 9th value.

Interpolation:

This method is based on linear interpolation and is used when the percentile sought is not necessarily a whole number. For example, the 90th percentile in a set of 100 records sorted in rank order is 90. We know that because we multiply the desired percentile (e.g. 90th) by the number of records in the data set. However, if we needed to find the 90th percentile with a set of only 25 records sorted in rank order, then we would multiply 25 by 0.9, which would result in a value of 22.5. There may be no value of 22.5, so we would need to either round up or round down depending on the adjacent values to 22.5.

A more precise method is easily obtained through the use of Microsoft Excel or other statistical software. A more robust discussion for calculating interpolated percentiles can be found from a variety of sources should the reader desire. An expanded discussion can also be found from The Center for Public Safety Excellence.³⁰

Regardless of the program you use, document the formula you use and, if possible, be prepared to explain its operation. However, the most important issue is to be consistent in the method utilized and document it's approach so that you can do it the same way each time and communicate these methods to your backup and successor.

Example

In the Figure below is a small set of 10 CAD records reflecting the calculated values for Call Processing, Turnout, Travel and Total Response Time Intervals.

³⁰ Derived from The Center for Public Safety Excellence (2016). Community Risk Assessment: Standard of Cover, 6th Edition. Author: Chantilly, VA. pp. 85-87.

Figure 86: Example of 10 CAD Records & Response Time Intervals

Call #	Call-Processing Time	Turnout Time	Travel Time	Total Response Time
2018-0001	1	2	4	7
2018-0002	2	3	6	11
2018-0003	3	1	8	12
2018-0004	2	3	7	12
2018-0005	1	1	5	7
2018-0006	1	2	6	9
2018-0007	2	1	3	6
2018-0008	3	3	4	10
2018-0009	2	1	7	10
2018-0010	1	2	5	8

We then take these same time intervals – by each category – and sort them in rank order in ascending fashion, as reflected in the Figure below. The highlighted cells reflect the 9th out of 10 values for each response time interval. Of particular note is that when examining all the 90th rank order values below, the Total Response Time does not equal the sum of the sub-components within the same row, that is Call Processing, Turnout and Travel times. The reason for this unexpected finding is that as reflected in the full CAD records above, there are some incident times where there is a slow turnout time on the same call where there is a shorter travel time. In another incident, the opposite may be true. Since each response time interval is calculated separately based on the definition defined earlier, the 90th percentiles often will not sum exactly to the Total Response Time.

Figure 87: Response Time Intervals in Rank Order

Call-Processing Time	Turnout Time	Travel Time	Total Response Time
1	1	3	6
1	1	4	7
1	1	4	7
1	1	5	8
2	2	5	9
2	2	6	10
2	2	6	10
2	3	7	11
3	3	7	12
3	3	8	12

The Figure below reflects the results of Average and 90th percentile calculations for the CAD records above. Both the rank order and interpolated 90th percentile (calculated with Microsoft Excel) are shown. In this small data set, note the difference (highlighted) in Travel Time depending on the method used for the calculation.

Figure 88: Response Time Calculations on Small Data Set

Method	Call-Processing Time	Turnout Time	Travel Time	Total Response Time
Average (Mean)	1.8	1.9	5.5	9.2
90th Rank Order Percentile	3.0	3.0	7.0	12.0
90th Percentile.exc (Excel)	3.0	3.0	7.9	12.0



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VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
January 21, 2019.

Your Committee to whom was referred Res. No. 157-18-19 by Alderpersons Rindfleisch and Bohren expressing the sense of the council that the appropriate City Officials should take the necessary steps to demolish the armory (including obtaining a demolition permit), abate the remaining asbestos materials, dispose of the demolition waste, and complete restoration of the site; recommends approving the Resolution.

jug

_____ 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

4.1

Res. No. 157 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
January 7, 2019.

A RESOLUTION expressing the sense of the council that the appropriate City Officials should take the necessary steps to demolish the armory (including obtaining a demolition permit), abate the remaining asbestos materials, dispose of the demolition waste, and complete restoration of the site.

WHEREAS, the City of Sheboygan has a desire to contract for demolition of the Sheboygan Municipal Auditorium and Armory in order to clear the site for future development opportunities; and

WHEREAS, the City issued a Request for Bids for the work to include abatement of the remaining asbestos, demolition of the building and other improvements followed by restoration of the site and received bids from several qualified contractors; and

WHEREAS, to that end, the City has a desire to enter into contract for the work with the lowest responsive bidder so that work may begin as soon as possible; and

WHEREAS, the bid submitted by Best Enterprises, LLC of DePere WI in the amount of \$319,500.00 meets or exceeds all of the requirements and could start as early as January 31, 2019. The anticipated duration of the project is 120 days; and

WHEREAS, additional anticipated costs for completing the demolition include a \$5,000 allowance for a third party civil engineering firm (yet to be determined or contracted) to provide compaction testing of the backfilled basement areas in order to assure that the site will be "shovel ready" for potential future development, and a modest five-percent contingency in the amount of \$15,975.00 for unexpected or unanticipated conditions encountered during the demolition process; and

WHEREAS, the demolition contract, once negotiated, will require council approval, due to its size; and

WHEREAS, in order to preserve the amount of the bid, action must be taken quickly to obtain a demolition permit prior to the issuance of the contract, as the issuance of said permit initiates the process by which the historic preservation commission has the opportunity to stay the demolition in order to determine whether opportunities remain to preserve the building on the site; and

Finance/
Personnel
approve


WHEREAS, it is the sense of the council that the best way to balance the historic preservation process without jeopardizing the amount of the bids obtained is for the City to obtain the demolition permit as soon as possible, prior to approval of the demolition contract.

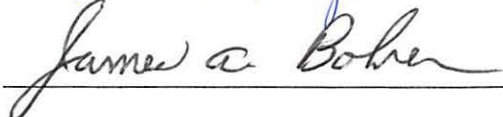
NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to obtain a demolition permit for the demolition of the Armory building.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to negotiate a contract with Best Enterprises, LLC of DePere WI for the provision and complete demolition of the Sheboygan Municipal Auditorium and Armory in the amount of \$319,500.00, with an additional allowance of \$20,975.00 for third party testing and a modest contingency.

BE IT FURTHER RESOLVED: That the following funding source shall be used in payment for the contracted demolition, associated third party testing and a contingency having a total cost of \$340,475.00.

42661100-611200 TID 16 Capital Project Fund - Land Improvements





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 FINANCE AND PERSONNEL COMMITTEE.
January 21, 2019.

Your Committee to whom was referred Gen. Ord. No. 35-18-19 by Alderperson Rindfleisch amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the City Attorney's Table of Organization; recommends approving the Ordinance.

res

_____ 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

I

6.1

Gen. Ord. No. 35 - 18 - 19. By Alderperson Rindfleisch.
January 7, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the City Attorney's Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section A.2. of the supplement to the Code on file in the city clerk's office is amended as follows:

<u>Class Title</u>	<u>Class Grade</u>	<u>No. of Employees</u>
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A. CITY HALL DEPARTMENTS

2. City Attorney's Department

ADD:

Part Time Assistant City Attorney	K	1
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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 and attached revised job descriptions shall be in effect from and after its passage and publication.

Finances/
Personnel
approve.

Ronald Rindfleisch

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

Job Description

Job Title:	Part-Time Assistant City Attorney	Department:	City Attorney
Date Issue:	January 3, 2019	Reports To:	City Attorney
Classification:	Exempt, Part-Time (2 days per week)	Wage:	Salary Grade K

Position Summary

Under the general direction of the City Attorney, performs professional legal work, represents the City in legal proceedings, and conducts the City's legal business and related work, as required.

Essential Duties & Responsibilities

- 1.* Prosecute all ordinance violation cases, including but not limited to: traffic, housing, building, and fire code violations.
- 2.* Provide legal advice to Mayor, Aldermen, City officials, and Department Heads regarding issues related to prosecution.
- 3.* Draft ordinances and other legal instruments as may be required by the City.
- 5.* Represent the City at administrative hearings held by state agencies, including but not limited to: Department of Transportation; Department of Industry, Labor and Human Relations; and Department of Health and Social Services.
- 6.* Prosecute and defend actions involving the City of Sheboygan, except cases where the claim is covered by liability insurance.
- 7.* Write correspondence and perform general office work on matters pertaining to the City.
- 8.* Perform related work as assigned.

*Essential Functions

Qualification Requirements:

1. Knowledge of general legal principles and familiarity with municipal corporate law.
2. Knowledge of municipal, circuit, and appellate court procedures and rules of evidence.
3. Knowledge of administrative law, practice and procedure.
4. Ability to understand and interpret constitutional provisions, statutes, administrative regulations, and legal precedents.
5. Ability to analyze statutory and case law and provide legal advice based upon such analysis.

6. Ability to draft legal documents and records.
7. Ability to perform legal research and draft opinions, briefs and memoranda.
8. Possess a valid Wisconsin Motor Vehicle Operator's license.

Education and/or Experience

Admission to the bar in the State of Wisconsin or eligibility for admission

Pre-employment Requirement

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

~~IX~~

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
January 21, 2019.

Your Committee to whom was referred Gen. Ord. No. 36-18-19 by Alderperson Rindfleisch amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the Finance Department Table of Organization; recommends approving the 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

~~II~~

6.2

Gen. Ord. No. 36 - 18 - 19. By Alderperson Rindfleisch. January 7, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the Finance Department Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section A.5. of the supplement to the Code on file in the city clerk's office is amended as follows:

<u>Class Title</u>	<u>Class Grade</u>	<u>No. of Employees</u>
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A. CITY HALL DEPARTMENTS

5. Department of Finance

a. Accounting Division

ADD:

Finance / Accounting Specialist (Temp/1 Year)	J	1
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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 and attached revised job descriptions shall be in effect from and after its passage and publication.

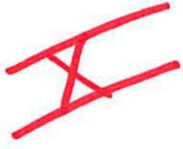
Finance/Personnel approve

Ronald Rindfleisch

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


Gen. Ord. No. - 18 - 19 . By Alderpersons Rindfleisch and Bohren.
January 21, 2019.

AN ORDINANCE re-establishing the salary schedule for certain designated elected officials.

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

Section 1. Effective the third Tuesday in April of each of the following years, the annual salary for the limited-term, elected part-time Alderpersons is hereby established as follows:

2020: increase to \$5,720 per year
2023: increase to \$6,084 per year

Section 2. Effective the third Tuesday in April of each of the following years, the annual salary for the limited-term, elected part-time Common Council President is hereby established as follows:

2020: increase to \$6,720 per year
2023: increase to \$7,084 per year

Section 3. Part-time elected officials for the City of Sheboygan are not eligible for benefits unless qualified through the State of Wisconsin.

Section 4. Part-time elected officials may engage in outside business activities during normal City Hall office hours.

Section 5. Effective the third Tuesday in April of each of the following years, the annual salary for the full-time Mayor is hereby established as follows:

2020: increase to \$54,920.80 per year
2021: 2% increase to \$56,019.22 per year
2022: 2% increase to \$57,139.60 per year
2023: 2% increase to \$58,282.39 per year

Section 6. Full-time elected officials are eligible to participate in the City of Sheboygan insurance programs equal to the benefits available to non-represented employees, with the same employee premium rates as other full-time, non-represented employees.

Section 7. Full-time elected officials shall not engage in any outside business activities during normal City Hall office hours.


*Finances
Personnel*

Section 8. 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

 Gen. Ord. No. - 18 - 19 . By Alderpersons Rindfleisch and Bohren.
January 21, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Department of Public Works Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Sections B.1., B.2., and B.3. of section 82-33 of the supplement to the Code on file in the city clerk's office is amended as follows:

Class Title	Class Grade	NO. of Employees
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B. DEPARTMENT OF PUBLIC WORKS

DELETE:

B.1.	Management Analyst	I	1
B.2.	Maintenance Worker II (Buildings)	MW2	1
B.3.	MWII (Park Caretaker II)	MW2	1

ADD:

B.1.	BUSINESS MANAGER	N	1
B.2.	PT MAINTENANCE WORKER I	MW1	.5
B.3.	CITY FORESTER	M	1

*Francis
Personnel*

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 and attached revised job descriptions 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

Job Description

Job Title: DPW Business Manager

Department: Department of Public Works

Date Issue: October 2018

Reports To: Director, Department of Public Works

FLSA Classification: Exempt

Wage: Salary Grade N

	Minimum	Midpoint	Maximum
As of 2019	\$65,811.20	\$77,417.60	\$89,024.00

Position Summary

Under the general supervision of the Director of Public Works, the DPW Business Manager is a professional position responsible for managing and/or championing the development, design and implementation of performance measures, as well as responsibility for supervising department administrative personnel and ensuring departmental projects, operations, and budgets meet goals and objectives. Work primarily involves leadership and managing the administrative work-flow functions and personnel of the department, from budgetary monitoring, problems and concerns, to developing, designing and monitoring performance measures and reviewing long-range trend analysis and ensuring department and division accountability. This position is also responsible for the management and supervision of the Wildwood Cemetery.+

Essential Duties & Responsibilities

1. Develops and ensures department performance metrics and designs, presents and implements performance measure in conformance with the long-range department and city goals.
2. Develops useful performance measures and assists the Director in managing of those measures into department operations. Manages, maintains, analyzes, and modifies performance measures on an on-going basis to reflect the Department of Public Works experience and history.
3. Performs research and development of various projects, reports, periodic surveys, grant applications, and miscellaneous projects as needed throughout City operations, both related and unrelated to finance.
4. In conjunction with the Director of Finance and Department of Public Works Director, develops or assists in the development of the department's annual budget and monitors progress throughout the year.
5. Organize and oversee employee and/or citizen engagement surveys and develops a plan of action to identify and address the improvement program.
6. Provides and presents long range trend analysis and other reports to identify concern areas of spending and the basis for long-term policy decisions.
7. Analyzes revenue trends and identifies concern areas; identifies service areas which may be possibly revenue supportive, monitor existing rates and recommend rate changes to reflect current cost of services.
8. Represents the Director and acts in his/her absence when authorized.
9. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.
10. Participates in the implementation and/or upgrades of MUNIS software system.

Qualification Requirements:

11. Meets with and presents department budgeting and financial issues to public groups and individuals.
12. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors,

- and citizens in a professional capacity.
13. Knowledge of principles and practices of accounting, budgeting and finance in a business setting.
 14. Knowledge of performance measure budgeting and analysis.
 15. Ability to maintain financial records and accounts.
 16. Ability to create, prepare and present reports covering a variety of department needs.
 17. Ability to work effectively under tight time constraints.
 18. Ability to communicate effectively, both orally and in writing with individuals both inside and outside the organization.
 19. Ability to perform various trend analysis, identify concerns and recommend long term solutions.
 20. Professional-level knowledge of MSOffice products and the ability to work at a personal computer terminal for extended periods of time.
 21. Ability to adapt to financial software products.

Education and/or Experience

22. Bachelor's degree in Public Administration, Political Science, Accounting, Business or related field preferred.
23. Three to five years of experience in a professional business environment, development and analysis and general accounting, and/or any equivalent combination of experience and training which provides the equivalent education, knowledge, abilities and skills, preferably in a professional business and/or public sector environment.
24. Three or more years of demonstrated success in a supervisor capacity.

Essential Physical Functions/Needs of the Job

25. The physical demands for the position are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking and occasional lifting. Extended periods of time sitting using a keyboard are expected.

Pre-employment Requirement

26. Position is contingent on the individual passing a pre-employment drug screen.



Job Description

Job Title: Forestry Operations Supervisor/City Forester **Department:** Public Works
Date Issue: 11/21/18 **Reports To:** Superintendent of Parks and Forestry
Classification: Exempt **Wage:** Grade M

Position Summary

Under the general supervision of the Superintendent of Parks and Forestry, this position is responsible for exercising independent judgement and discretion in scheduling and monitoring daily work; managing the forestry division; overseeing hiring of seasonal staff, related personnel, and labor relations activities. This is responsible professional, technical, and supervisory work in directing and coordinating of the field operations for the Forestry Division. The work involves supervising the activities of forestry and additional staff, both permanent and seasonal. This work includes development and implementation of in-service training programs; and development and coordination of projects related to plant health care and urban forest maintenance operations. The position also directs and monitors tree protection requirements for construction activities impacting trees in the right-a-way; provides public information services; develops and coordinates hazardous materials management activities; and planning, outlying and coordinating for short and long-term/coordinated projects and section activities. Provide presentations for the public, as assigned. Point of contact for citizen inquiries regarding forestry related issues.

Essential Duties & Responsibilities

Supervise the daily field operation of the Forestry Division

1. Responsible for setting tree pruning cycle. Determine priorities, prepare daily work schedules and communicate assignments to division staff.
2. Coordinate the hiring, promotion, evaluation, discipline, and training of staff. Schedule and approve leave time of subordinate staff.
3. Enforces work rules/policies, trains and monitors employees regarding proper procedures, safety and health in the work environment and investigates corrective actions.
4. Inspect and evaluate the work completed by subordinate staff.
5. Develops, plans and schedules planting of trees within the public right of way. Manage and coordinate updates of street tree inventory.
6. Coordinate the dissemination of utility planting routes for street tree planting and obtain digging ticket number from Digger's Hotline and notify staff of ticket number.
7. Coordinate the purchasing and delivery of tree stock. Monitor budget expenditures. Order necessary supplies and materials. Assist in preparing specifications for equipment.

8. Investigates and responds to all requests, questions, complaints, and comments from the public, City staff, and elected officials.
9. Verify daily records prepared by subordinate staff. Compile and prepare weekly, monthly, quarterly and special reports.
10. Administers Urban Forestry Management Plan, ordinances, policies and procedures.

Plans and coordinates the Forestry Division's Urban Forestry Management Plan

11. Designs, implements, and monitors arboricultural programs.
12. Diagnosis tree problems and determine necessary treatment including insects, disease, and structural issues. Monitors pest incidence and population levels. Develops, implements and oversees, Forestry Division's operations plan for invasive and exotic pests.
13. Coordinates consults and makes recommendation on pesticide application programs including proper material, equipment, calibration, methods, timing, and personal protective equipment.
14. Coordinates manages, schedules and supervises the Emerald Ash Borer Operations Plan including the injection of city owned ash trees and preemptive removals of Ash.
15. Monitors pesticide use; maintains pesticide application records, current pesticide manual. Requisition, delivery, and manage sections of inventory of pesticides and chemical. Maintain current file of material safety data sheets on all potentially hazardous substances in section use. Assure section compliance with local, state and federal pesticide and hazardous materials regulations governing storage, application, worker protection, disposal, and emergency response.
16. Coordinates cooperative state and federal quarantine of control for exotic and invasive landscape pests (Ex. Gypsy moth, Emerald Ash Borer, Oak Wilt, etc.).

Plans coordinates and provides technical training activities of the Division

17. Coordinates the field and classroom training in arboriculture and forestry operation standards of practice for all new forestry employees.
18. Attends City Council and committee meetings as needed to provide information and recommendations concerning the Forestry Division.
19. Develops and implements in-service training programs for division to include both in-house and outside instructional resources.
20. Develops, acquires and maintains current written and visual instructional materials.
21. Develops, implements and coordinates staff training for on the job safety including the proper operation of equipment and tools, establishing work zones, compliance of ANSI Z133 Safety Standards for Arborist.

Supervisory Responsibilities:

Carry out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include interviewing employees, planning, assigning, and directing work, appraising performance, and rewarding and disciplining employees; addressing complaints and resolving problems.

Hiring/Promotion Clarification of Process: This individual recommends to the Director of Public Works, the hiring, promotion and termination of all employees that fall under the specified TO areas of responsibility in accordance with the guidelines set forth by the City Human Resources Department.

Evaluations: This individual is responsible for performing employee evaluations of all employees that fall under the specified TO areas of responsibility. These evaluations are to be in accordance with the guidelines set forth by the City Human Resources Department.

Qualification Requirements:

To perform this job successfully, an individual must be able to perform each essential duty and responsibility satisfactorily. The requirements listed below are representative of the knowledge required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Education and/or Experience

Bachelor's degree from a recognized college or university with a major in one of the following: Forestry, Horticulture or related field along with six to seven years' experience in urban forestry operations and supervision; or any equivalent combination of education, experience and training which provided the following knowledge, abilities, and skills:

- Considerable knowledge of methods, procedures, equipment, and supplies used in tree pruning and related operations.
- Knowledge of heavy equipment operations
- Knowledge of all Public Works operations, facilities, procedures, and policies,
- Ability to investigate and resolve complaints
- Ability to communicate effectively, both orally and in writing, with personnel at various levels both within and outside the organization.
- Ability to work as a team member by establishing and maintaining effective working relationships with other employees and to deal with the public in a courteous and tactful manner.
- Skills in operation of computer equipment including GIS and Microsoft applications,
- Ability to train, direct and evaluate staff regarding the safe operation of all equipment.
- Ability to plan and prioritize work within the constraints of changing weather conditions.
- Ability to supervise and monitor work of staff at a variety of locations.
- Ability to properly barricade work sites in accordance with the City of Sheboygan Traffic Control Manuals and Manual of Uniform Traffic Control Devices standards
- Ability to obtain Commercial Pesticide Applicators License
- Possess and maintain a valid Wisconsin Class A Commercial Driver's License (CDL), with appropriate endorsements.
- Possess and maintain International Society of Arboriculture certification

Areas of Knowledge:

- Customer service orientation
- Thorough knowledge of management principals, practices and organizational development.
- Considerable knowledge of the laws, operations, practices, economics and record keeping for the area of responsibility and the ability to analyze the effectiveness of the Division.
- Thorough knowledge of occupational hazards, safe work practices, and handicapped accessibility requirements.

- Considerable ability to organize, assign and supervise work.
- Ability to exercise good judgment, courtesy, and tact in maintaining effective public and employee relations and interdepartmental cooperation.
- A high sense of responsibility and initiative to work independently without supervision and to work from oral and written instructions.
- Ability to clearly express ideas and plans to subordinates other departments and citizens.
- Strong working knowledge of Microsoft Office suite of products including Word, Excel, PowerPoint.

Language Skills

Ability to read, analyze, and interpret complex documents. Ability to respond effectively to sensitive inquiries or complaints. Ability to write documents and presentations using original or innovative techniques or style to convey complex information in a format that can be easily understood. Ability to make effective and credible presentations on potentially divisive or complex topics to top management, public groups, and other organizations and individuals at the local, state and federal level.

Mathematical Skills

Ability to forecast, calculate, and understand various ratios, and performs analytical procedures.

Reasoning Ability

Ability to define problems, collect data, establish facts and forecasts, analyze information, and draw valid conclusions.

Pre-employment Requirement

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Possession of a valid Wisconsin Motor Vehicle Operator's license in good standing.

Ability to visit various sites and visually inspect materials, equipment and facilities, and work/operations in various stages of completion and to respond to emergency situations with a relatively high degree of mobility.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Gen. Ord. No. - 18 - 19 By Alderpersons Rindfleisch and Bohren.
January 21, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Fire Department Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section C.2 of section 82-33 of the supplement to the Code on file in the city clerk's office is amended as follows:

Class Title	Class Grade	NO. of Employees
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C. FIRE DEPARTMENT

DELETE:

2.	Administrative Assistant/ Confidential Secretary	F	1.0
	PT Administrative Assistant	C	1.0

ADD:

2.	Communications and Data Management Specialist	I	1.0
	PT Administrative Assistant - Fire	E	0.6

*Finances
Personnel*

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 and attached revised job descriptions 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

Job Description

Job Title:	Communications and Data Management Specialist		
Date Issue:	January 21, 2019		
FLSA Classification:	Non exempt		
Department:	Fire		
Reports To:	Fire Chief		
Wage:	Salary Grade I		
As of 2019	Minimum	Midpoint	Maximum
	\$47,195.20	\$55,515.20	\$63,835.20

Position Summary

Under direction from the Fire Chief, this position is responsible for the administrative support and coordination of the Fire Department. Work primarily involves leadership over the information technology and computer network hardware and software, data and information collection analysis and evaluation, and the design and development of information for website and social media.

Essential Duties & Responsibilities

1. Develops useful performance measures and assists in the assimilation of those measures into department operations.
2. Conduct statistical and strategic analysis which prepares department quarterly, annual and on-request reports.
3. Supervises part time Department Secretary position.
4. Work with sworn personnel to streamline processes related to data storage, collection and retrieval.
5. Develops and tracks department performance metrics and designs, presents and implements.
6. Study the department and make appropriate recommendations for improvements in fire analysis practices.
7. Train department members on access to and analysis of data.
8. Maintain the Sheboygan Fire department Website and social media platforms.
9. Efficiently operates routine office equipment, including personal computer, photocopiers, calculators, telephones, scanners, digital recorders, and fax.
10. Organizes special department events as assigned (i.e. public education, public relations).

11. May prepare agendas and take minutes for various meetings.
12. Maintains confidentiality in all aspects of work.
13. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.

Qualification Requirements

1. Use computer databases, electronic spreadsheets, desktop publishing, word processing, records management system, and statistical applications to manipulate, analyze, and present data.
2. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
3. Ability to collect, analyze and interpret data and statistics using quantitative and qualitative methodology.
4. Ability to effectively participate in team efforts to improve/develop departmental programs and services.
5. Ability to perform various trend analysis, identify concerns and recommend long term solutions.
6. Knowledge and experience with computer systems in conducting research, analyzing data, and presenting and communicating findings.
7. Ability to research, gathers, and analyzes information and make accurate reports.
8. Considerable knowledge of Spillman, Tyler Incident Management, Share Point, MUNIS, and Board Docs.
9. Exhibit objectivity and openness to others' views and efforts.
10. Initiative, independent action, and tact under pressure.

Education and /or Experience

1. Associate degree in, Accounting, Finance, Business, Information Technology, Graphic & Web Design or related field.
2. Three to five years of experience in a professional business environment and/or any equivalent combination of experience and training which provides the equivalent education, knowledge, abilities and skills, preferably in a professional business and/or public sector environment.

Essential Physical Functions/Needs of the Job

The physical demands for the position are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking and occasional lifting. Extended periods of time sitting using a keyboard are expected.

Pre-employment Requirement

Position is contingent on the individual passing a pre-employment drug screen.

Job Description

Job Title:	Part Time Administrative Assistant - Fire		
Date Issue:	January 21, 2019		
FLSA Classification:	Non exempt		
Department:	Fire		
Reports to:	Communications and Data Management Specialist		
Wage:	Salary Grade E		
As of 2019	Minimum	Midpoint	Maximum
	\$37,918.40	\$44,616.00	\$51,313.60

Position Summary

Under administrative direction of the Communications and Data Management Specialist, this position is responsible for Fire Department billing and invoice processing which includes communication with other city departments and outside vendors. The position performs diverse and responsible secretarial duties requiring individual judgement, initiative, and daily office activities.

Essential Duties and Responsibilities

1. Completes the departmental requisitions, purchase orders and invoices.
2. Skill in handling difficult and complex office situations.
3. Orders, stocks and distributes office supplies
4. Supports staff in assigned project based work.
5. Operates special office equipment such as the photocopier, computer and document scanner.
6. Maintain confidentiality in all aspects of Fire Department work
7. Maintain the travel and other expense vouchers and travel reports
8. Assist in the collection, maintenance and purging of data on newly hired, current, separated, terminated and retired employees.
9. Assist with the inspection reports
10. Coordinate and maintain the Fire Prevention School programs which include communicating with school personnel
11. Assist with the employment testing and records of the process
12. Assist in the timely scheduling of annual evaluations and payroll change notices.
13. Supplies information to outside agencies and individuals
14. Maintain the Fire Department's petty cash account
15. Performs related work as assigned.
16. Hours of work may vary.

Qualification Requirements

1. Comprehensive knowledge of Microsoft Office software.
2. Comprehensive knowledge of office practices and procedures; proficiency in the use and understanding of business terminology; and the ability to follow complex oral and written instructions.
3. Ability to work cooperatively as part of a team.
4. Skill in handling difficult and complex office situations.
5. Considerable knowledge of office methods, practices and equipment.
6. Considerable knowledge of departmental operation and policy.
7. Ability to exercise good judgement, courtesy and tact in receiving calls and visitors and making proper disposition of problems.
8. Ability to keep accurate statistical records and make reports.
9. Requires a high sense of responsibility and initiative to work independently and productively with limited supervision.

Education and / or Experience

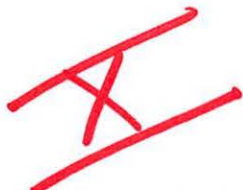
1. High School Diploma or a GED Certificate recognized by the Wisconsin Department of Public Instruction, plus post high school courses relating to business.
2. Four years of progressively responsible office experience, including responsibility for office functions.

Essential Physical Functions/Needs of the Job

The physical demands for the position are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking and occasional lifting. Extended periods of time sitting using a keyboard are expected.

Pre-employment Requirement

Position is contingent on the individual passing a pre-employment drug screen.


Gen. Ord. No. - 18 - 19 By Alderpersons Wolf and Sorenson.
January 21, 2019.

AN ORDINANCE creating Section 66-15 of the Municipal Code entitled "Coal Tar Sealant Products" regulating the application and sale of coal tar sealant products.

WHEREAS, the Common Council of the City of Sheboygan finds that the City's water resources are a natural asset which enhance the environmental, recreational, cultural, and economic resources of the area and contribute to the general health and welfare of the public; and

WHEREAS, the Common Council finds that polycyclic aromatic hydrocarbons (PAHs), which are contained in coal tar sealants and other high PAH sealants: volatilize off of sealed pavement and can be inhaled by humans and animals; are broken down by sunlight and abraded by vehicle and foot traffic; can be carried off of sealed pavement as small particles by that same traffic and transported into homes and onto nearby soils; and can be carried by storm water and other run off into the water resources of the City; and

WHEREAS, PAHs are an environmental concern because they are toxic to aquatic life, resulting in a loss of species and a lower number of organisms; and

WHEREAS, PAH compounds have been proven to be carcinogenic, mutagenic, and teratogenic to humans according to the International Agency for Research on Cancer; individuals with lifelong exposure to coal tar sealcoat treated pavements and playgrounds have a 38-fold higher risk of cancer; and the American Medical Association therefore advocates for legislation to ban the use of pavement sealcoats that contain PAHs, or which requires the use of sealcoat products that contain minimal PAH; and

WHEREAS, environmental impacts and human health risks can be minimized, and pavements can be maintained by utilizing alternative products or methods, absent PAHs; and

WHEREAS, the Common Council finds that regulating the amount of contaminants, including PAHs contained in coal tar sealant products and other high PAH sealant products, entering the water resources of the City will improve and protect public health and the water quality of the City and neighboring water resources.

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

*Public
Works*

Section 1. Section 66-15 of the Municipal Code is hereby created to read as follows:

"Sec. 66-15. - Coal Tar Sealant Products.

(a) *Definitions.* As used hereinbelow, the following terms shall have the meanings indicated:

1. COAL TAR - is a byproduct of the process used to refine coal. Coal tar contains high levels of polycyclic aromatic hydrocarbons (PAHs).
2. COAL TAR SEALANT PRODUCT - means a pavement sealant product that contains coal tar, coal tar pitch, coal tar pitch volatiles, RT- 12, Refined Tar, or any variation assigned the Chemical Abstracts Service (CAS) numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2 , or related substances.
3. HIGH PAH SEALANT PRODUCT - means any pavement sealant product that contains greater than 0.1% polycyclic aromatic hydrocarbons (PAHs) by weight, including, but not limited to coal tar sealant products and sealant products containing steam-cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the Chemical Abstracts Service (CAS) numbers 64742-90-1, 69013-21-4, or related substances.
4. PAVEMENT SEALANT PRODUCT - also known as sealcoat, is any substance that is typically applied as a coating on paved surfaces to protect the surfaces from water, oils, and/or damage from ultraviolet light. This may include but is not limited to sealant products that are coal tar based or asphalt based.
5. POLYCYCLIC AROMATIC HYDROCARBONS - also known as PAHs, are a group of organic chemicals that are formed during the incomplete combustion of coal, oil, gas, or other organic substances, are present at high levels in coal tar, and are known to be harmful to humans, fish, and other aquatic life.

(b) *Regulation of Application and Sale of Coal Tar and Other High PAH Sealant Products.*

1. Except for those exemptions provided for in subsection (c), no person shall apply any coal tar sealant product or high PAH sealant product within the City.

2. No person shall sell, offer to sell, or display for sale any coal tar sealant product or high PAH sealant product within the City.

3. Any person who sells pavement sealant products shall prominently display, on the shelf, pallet, rack, display fixture or space where such pavement sealant products are sold, a legible written notice that contains the following language:

"The application of coal tar sealant products or other high PAH sealant products on driveways, parking lots, and all other paved surfaces in the City is prohibited by Section 66-15 of the Municipal Code. Polycyclic Aromatic Hydrocarbons (PAHs) are a group of organic chemicals that are known to cause cancer and are toxic to aquatic life. Coal tar and other high PAH sealant products are a major source of PAHs that can migrate into homes, buildings, and soils, or be carried by storm water and other run off into the water resources of the City."

4. No person shall allow a coal tar sealant product or other high PAH sealant product to be applied upon property that is under that person's ownership or control.

5. No person shall contract with a commercial applicator, residential or commercial developer, or any other person for the application of a coal tar sealant product or high PAH sealant product to any driveway, parking lot, or other surface within the City.

6. No commercial applicator, residential or commercial developer, or other similar person or entity shall apply, or allow, cause or direct any employee, independent contractor, volunteer or other person to apply, a coal tar sealant product or high PAH sealant product to any driveway, parking lot or other surface within the City.

(c) *Exemptions.* The Director of Public Works may exempt a person from the restrictions or prohibitions under subsection (b) if the Director makes either of the following determinations:

1. The person is conducting bona fide research concerning the effects of a coal tar sealant product or high PAH sealant product on the environment; and the use of the coal tar

product or high PAH sealant product is required for said research; and the Director determines that such research will not cause significant contamination of the surrounding environment, including soils and aquatic ecosystems, nor unduly endanger human health.

2. The person does not intend to apply the sealant product within the City's boundaries.

(d) *Penalties.* In addition to other action or relief to which the City may be entitled to prevent or remove a violation, penalties assessed for convictions of violating this ordinance shall be as follows:

1. Any person who violates subsection (b) by applying a coal tar sealant product or high PAH sealant product upon property that is his or her residence shall be subject to a forfeiture of \$250 for a first violation, and \$500 for a second and subsequent violations.

2. Any commercial applicator, residential or commercial developer, industrial or commercial property owner or lessee, or any other person, other than a person identified under subsection (d) 1, who violates subsection (b) shall be subject to a forfeiture of \$1,000 for a first violation, and \$2,000 for a second and subsequent violations.

3. Each violation, and each day that a violation occurs or continues, constitutes a separate offense and shall be punishable as such.

4. In addition to the forfeitures provided for herein, persons violating this ordinance shall be required to pay court costs, fees, surcharges, and assessments, and may be required to pay the costs of prosecution; and, in the event of event of nonpayment of any of the foregoing amounts, may be imprisoned in the county jail until said sums are paid, except that the amount owed shall be reduced at the rate of \$25 for each day of imprisonment and the maximum period of imprisonment shall be 90 days.

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

Other Matters

R. O. No. 210 - 18 - 19. By CITY CLERK. January 21, 2019.

Submitting various license applications for the period ending December 31, 2019 and June 30, 2020.

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2573	Alexander, Correy J.	2419 N. 9 th Street
0664	Gottsacker, Nathaniel D.	2518 S. 36 th Street
2577	Heard, Cecilia K.	220 Western Avenue, Plymouth
2570	Hendricks, Emily R.	1522 N. 10 th Street
2571	Kleefisch, Kayla M.	533 S. 26 th Street
2567	Kummer, Richard W.	3736 S. Taylor Drive
2579	Leavitt, Kaley F.	1245 Trimberger Court
7725	Nelson, Amy A.	1016 North Avenue
6752	Ornelas, Noemi K.	914 Division Street, Manitowoc
2576	Randhawa, Prince K.	N 6233 Woodland Road
3735	Sackett, Tina M.	939 N. 25 th Street
2572	Salata-Labudde, Monica K.	414 Michigan Avenue Unit A

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2558	Bogart, Thomas Jr.	1616 N. 12 th Street
1300	Evraets, Ernest R.	528 S. 14 th Street

LUPS