

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 96-20-21 is a claim from Kinstler Law Office on behalf of Charlene Ruffin-Brand.

REPORT PREPARED BY: Laurie Suhrke, Accountant II

REPORT DATE: November 5, 2020

MEETING DATE: November 9, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 96-20-21 is a claim from Kinstler Law Office on behalf of Charlene Ruffin-Brand regarding the estate of Kevan O. Ruffin, Jr..

STAFF COMMENTS:

City staff has reviewed the above claim and under the authorization by the Common Council, Res. No. 64-17-18, has determined it is in the best interest of the City of Sheboygan to deny the claim.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file document R.O. No. 96-20-21.

ATTACHMENTS:

- I. R.O. No. 96-20-21

II

3.5

R. O. No. 96 - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting a Notice of Claim from Kinstler Law Office, LLC for their client Charlene Ruffin-Brand, on behalf of the estate of Kevan O. Ruffin, Jr.

FRP

CITY CLERK

16-20

OCT 28 2020

MKC



October 27, 2020

City Attorney Charles C. Adams
Sheboygan City Hall
828 Center Avenue, Suite 210
Sheboygan, WI 53081

NOTICE OF CLAIM

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

Re: My Client: Charlene Ruffin-Brand, on behalf of the estate of Kevan O. Ruffin, Jr.
Date of Incident: July 2, 2020

Dear Ms. DeBruin:

The Kinstler Law Office, LLC, attorney for Charlene Ruffin-Brand, DOB: 12/02/1966, who resides at 1105 S. 16th, Sheboygan, WI 53081, acting as personal representative on behalf of the estate of decedent, her son Kevan O. Ruffin, Jr., (DOB 11/27/1987), who last resided at 1531 Indiana Avenue, Sheboygan, WI 53081, hereby makes a claim for injuries and damages sustained by Ruffin and Ruffin-Brand in an incident which occurred on July 2, 2020 on S. 15th Street in Sheboygan, involving the Sheboygan Police Department, and more specifically, its agents, servants, and/or employees, including but not limited to Sheboygan Police Department Officer Bryan Pray.

Upon information and belief, at approximately 6:00 a.m. on July 2, 2020, Officer Pray drove northward on S. 15th Street in his marked squad vehicle, and pulled over to the east side of the street. Kevan Ruffin had been sitting on the curb on the west side of the street, approximately 100 feet north of where Officer Pray stopped his vehicle. When Officer Pray stopped his vehicle, Kevan Ruffin stood up and began walking southward on the west side of S. 15th Street. Officer Pray stepped out of the driver's side of his squad vehicle and into the street, walking toward Ruffin, stating "How you doin', Ruffin? Are you fine this morning? Can you just have a seat for me?" Ruffin then began walking toward Officer Pray. Officer Pray then drew his Electronic Control Device, also known as a "taser," and deployed it, striking Ruffin in the chest. Ruffin then began to run toward Officer Pray. Over the next eight to ten seconds, Officer Pray fired six rounds from his service

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firearm, striking Ruffin at least four times. As a result of the unreasonable and unlawful conduct of Officer Pray, Kevan Ruffin collapsed in the street and died of his gunfire injuries almost immediately. At no time during this incident did Ruffin come into physical contact with Officer Pray.

Charlene Ruffin-Brand, on behalf of herself and the estate of Kevan Ruffin, is making a claim for damages in the total amount of One Million Dollars (\$1,000,000.00) inclusive of all related costs, as a result of the excessive use of force by Officer Bryan Pray which caused the death of Kevan O. Ruffin, Jr. and the violation of his Wisconsin and Federal civil rights.

Dated this 27 day of OCTOBER, 2020



Charlene Ruffin-Brand, Claimant,
and on behalf of Claimant, the
Estate of Kevan O. Ruffin, Jr.

KINSTLER LAW OFFICE, LLC
Attorney Brian Kinstler
Wisconsin State Bar No. 1037566
for Claimants Ruffin-Brand and the
Estate of Kevan O. Ruffin, Jr.

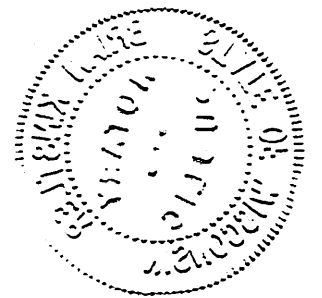


Subscribed and sworn to before me this 27th day of OCTOBER 2020.



Notary Public, State of Wisconsin
My commission is permanent

BK/bk



III

4.2

Res. No. 119 - 20 - 21. By Alderpersons Donohue and Bohren.
November 16, 2020.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north, and Center Ave. on the south, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2021. Any payments received after May 1, 2021, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

FAP

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2020, as is set forth in Section 106-54(a) of the Municipal Code.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 119-20-21 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

REPORT PREPARED BY: Tara Duwe, Deputy Finance Director

REPORT DATE: November 16, 2020

MEETING DATE: November 23, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assesses each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after the year is complete and all known expenses entered as vendor invoices need to be received for all services provided.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 119-20-21.

ATTACHMENTS:

- I. Res. No. 119-20-21

III

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Res. No. 120 - 20 - 21. By Alderpersons Donohue and Bohren.
November 16, 2020.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, Original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125', parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12' at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211. O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60' E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NEly downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE 1/4 of the NW 1/4 of Sec. 26, T15N, R23E.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2021. Any payments received after May 1, 2021, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

FP

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessment
- d. A statement that the work or improvement constitutes an exercise of the municipality's police power
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2020, as is set forth in Section 106-54(a) of the Municipal Code.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 120-20-21 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

REPORT PREPARED BY: Tara Duwe, Deputy Finance Director

REPORT DATE: November 16, 2020

MEETING DATE: November 23, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assesses each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after the year is complete and all known expenses entered as vendor invoices need to be received for all services provided.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 120-20-21.

ATTACHMENTS:

- I. Res. No. 120-20-21

III

4.4

Res. No. 121 - 20 - 21. By Alderpersons Donohue and Bohren.
November 16, 2020.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining, and the prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2020 cost of operating and maintaining, and prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12th St. with the S. r.o.w. of Clara Ave., thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SW corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19, thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence W. along the N.L. of said Lot 15 to the centerline of S. 12th St., thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2021. Any payments received after May 1, 2021, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

FAP

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2020, as is set forth in Section 106-54(a) of the Municipal Code.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 121-20-21 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4.

REPORT PREPARED BY: Tara Duwe, Deputy Finance Director

REPORT DATE: November 16, 2020

MEETING DATE: November 23, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assesses each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after the year is complete and all known expenses entered as vendor invoices need to be received for all services provided.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 121-20-21.

ATTACHMENTS:

- I. Res. No. 121-20-21

III

4.5

Res. No. 122 - 20 - 21. By Alderpersons Donohue and Bohren.
November 16, 2020.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2021. Any payments received after May 1, 2021, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

FRP

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2020, as is set forth in Section 106-54(a) of the Municipal Code.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 122-20-21 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: November 16, 2020

MEETING DATE: November 23, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assesses each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after the year is complete and all known expenses entered as vendor invoices need to be received for all services provided.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 122-20-21.

ATTACHMENTS:

- I. Res. No. 122-20-21

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 127 - 20 - 21. By Alderpersons Donohue and Bohren.
November 23, 2020.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Groth Design Group for architectural and engineering services for the conversion of 1817 North 8th Street into the Senior Activity Center of Sheboygan.

RESOLVED: That Director of Planning and Development Chad Pelishek is hereby authorized to enter into a contract with Groth Design Group, a copy of which is attached hereto and incorporated herein.

FP

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

October 26, 2020

Mr. Chad Pelishek
Director of Planning Department
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081



Re: Proposed Services for City of Sheboygan Active Senior Community Center

Dear Chad,

Thank you for the opportunity to provide a proposal for architectural and engineering services for the conversion of the 8th Street Save-A-Lot building into a new home for the Active Senior Community Center. We are excited about the opportunity to partner in creating this new facility and the impact it should have for this area of the city.

PROJECT SCOPE UNDERSTANDING

This proposal is based on our meetings and discussions to-date, and our understanding of the City's goals to convert the currently-vacant ±30,497-square-foot Save-A-Lot grocery-store/pet-shop building to accommodate the programming needs of the Active Senior Community Center and to serve as a façade-improvement project to help with neighborhood revitalization.

It is anticipated that the majority of the exterior façade and site work will be part of a Base Bid construction project that will also include interior remodeling to accommodate a portion of the Center's long-term programming needs based on the City's initial budget-cap projection. An Alternate Bid package will provide design, engineering, and bid costs for a larger scope of interior remodeling to accommodate the remainder of the Center's anticipated needs. Actual extent of construction undertaken can then be selected to match project funding available.

A portion of the existing building is also anticipated to remain vacant and available for future tenant build-out. It has been suggested that the future tenants would have access to the Center's toilet facilities so that extensive additional future plumbing work would not be required. Plumbing fixture counts to accommodate the future tenancy will be established based on best-estimates for how those spaces might be used in the future.

Exterior façade updates are to be based on the concept renderings provided to the City by GDG as part of the 8th Street Façade Improvements Study. It is not anticipated that the interior building structure will need to be modified or that the building height will need to be raised to accommodate any programming needs. Extent of site work needed along the east side of the property is dependent on existing easements and can be further developed once the City provides additional easement information from the Register of Deeds.

PHASING OF PROJECT DESIGN WORK

While we are anticipating breaking the construction work into "Base Bid" and "Alternate Bid" packages to provide the City with budget options for how much interior build-out is initially implemented, we are proposing to separate the design work into two "Phases." This approach will allow us to work with City and Center staff to verify programming requirements and projections, and with our Engineers to investigate the existing facility and

provide a report prior to the City's closing on the building in mid-January. That "Programming and Feasibility Study" will constitute "Phase-I."

"Phase-II" will start after the closing, and will include Schematic Design, Design Documentation, Construction Documents, Bidding, and Construction Administration through the end of the initial package of construction.

These two phases will have separate fees, and will be referred to as:

Phase-I: Programming and Feasibility Study

Phase-II: Design and Documentation

PHASE-I - PROGRAMMING AND FEASIBILITY STUDY - EXPECTATIONS

The scope of the Phase-I work began with the City's kick-off meeting on September 29th and is targeted towards a completion for Owner Review early in January 2021 prior to the City closing on the building. Our Architectural/Engineering Fee for this Phase of work will be presented as a single lump-sum.

INCLUSIONS:

- Compile existing site information (plans, maps, property lines, easements etc.) as necessary for design process
- Review and Analysis of Existing Zoning and Building Code
- Photograph existing conditions including immediate surrounding area
- Review any City information/work as necessary
- Establishment of Project Engineering Team:
 - Structural Engineer
 - Plumbing and Fire Protection Engineer
 - HVAC Engineer
 - Electrical and Low-Voltage Engineer
 - Kitchen Designer
- One (1) Site Visit from each of the Consulting Engineers
- Two (2) Site Visits by Architect
- Programming review with City/Center staff
- One (1) safety-review meeting with City Fire and Police departments
- COMCheck evaluation of existing building envelope and exploration of options for compliance with current Energy Code requirements
- Conceptual long-range master plan layout
- Compilation of Architectural and Engineering reports into a single document for presentation to the City
- Coordination with City's Estimating Contractor (Mike Koenig Construction Company, Inc.) for preliminary opinion of probable costs.
- Preliminary determination of extents for Base Bid package and Alternate Bid package
- Total of nine (9) Owner Team Meetings/Presentations (as indicated in conceptual schedule)

EXCLUSIONS:

- Survey (line-item fee to be submitted for consideration)
- Civil-Engineer/Landscape-Designer (these services may be furnished by the City. Line-item fee to be submitted for consideration)
- Soil Borings or Environmental Testing
- Hazardous material identification, testing, or abatement
- Sanitary sewer or water main engineering (public or private)

Given the accelerated time-frame and multiple steps required to complete the Phase-I report prior to the City's deadline to close on the building in January, we have already assembled our Engineering Team and have proceeded in good faith to undertake Programming Meetings with the Center Staff and Representatives in order to stay on-schedule. Should the City choose, for any reason, to stop work prior to entering into a full agreement, we would have the entire team stand-down at that point. Compensation would then be determined on a Time-and-Materials basis for the work undertaken to that point in lieu of the total proposed lump-sum fee for this Phase of work.

PHASE-II – DESIGN AND DOCUMENTATION - EXPECTATIONS

Following successful closing on the building purchase, the GDG architectural/engineering team would work with the City/Center staff to take the conceptual designs/scope established during Phase-I and refine them through the standard phases of architectural development:

- Schematic Design
- Design Development
- Construction Documents
- Bidding
- Construction Administration

These phases of work are anticipated to occur as indicated in the conceptual schedule. If possible, these design phases would be expedited to allow for an earlier bid date. We understand the target date to complete all contracted construction work is June of 2022 at the latest. Overall, schedule will be dependent on timely reviews and scheduling of all necessary meetings and decision points.

The fee for Phase-II work will be calculated as a percent of total construction cost with the caveat that this may, if the City wishes, be converted to a lump-sum fee to be determined at the end of the Design Development portion of work.

INCLUSIONS:

- Engineering and Consulting services:
 - Structural Engineer
 - Plumbing and Fire Protection Engineer
 - HVAC Engineer
 - Electrical and Low-Voltage Engineer
 - Kitchen Designer
 - Interior Design
- Six (6) Engineering Coordination Meetings (remote/digital meeting format)
- Six (6) Owner Coordination Meetings (in-person if possible), including:
 - Three (3) Interior Design Meetings
- Up to two (2) interior finish / color study palettes - inclusive of, but not limited to the following:
 - Floor finishes such as stained concrete, carpet, quarry tile, porcelain tile, luxury vinyl tile, sports flooring, rubber base
 - Wall finishes including paint and wallcovering
 - Acoustical treatments
- Final color palette presentation
- Finish schedules and floor patterning plans

- Roller-shade window treatment design/scheduling
- Coordination with Owner’s Signage Vendor
- Generator design

EXCLUSIONS:

- Civil Engineering & Landscaping (line-item fee to be submitted for consideration)
- Construction staking
- All permit and jurisdictional review fees
- Printing of hard-copy bid-documents
- Record drawings will be the responsibility of the Construction Manager
- Concrete testing or Destructive Testing services
- LEED documentation or Commissioning
- Graphics or Branding Redevelopment
- Interior and exterior signage design and specification
- Window treatment design beyond roller-shades
- Art selection or coordination with murals/artists/etc.
- Furniture selection
 - If desired, GDG can provide an additional fee proposal to assist Owner with preparation of RFPs to procure competitive furniture dealer bids

PROPOSED FEES

As outlined above, our proposed Architectural/Engineering fees are:

Phase-I: **\$40,000 includes reimbursable costs**

Should the project proceed directly to continuation in Phase-II, \$10,000 of the Phase-I fee will be credited back to the City toward the Phase-II work.

Additional Phase-I options:

- Survey\$2,000
- Civil Engineering & Landscaping (feasibility assessment).....\$1,500

Phase-II:To be based on a percentage of total construction cost:

- Construction cost range of \$1,000,000 - \$3,500,000:..... **6.5%**
- Construction cost range of \$3,500,001 - \$5,500,000:..... **6.0%**

Please note: total construction cost for basis of Architectural/Engineering Fee is to be the sum of Base Bid and Alternate Bid work to cover the full scope of design services provided whether the actual construction scope proceeds with the Alternate Bid work or not.

Additional Phase-II options:

- Civil Engineering & Landscaping.....\$3,500

Following completion of Design Development, the Phase-II fee can be negotiated to a lump-sum fee if desired.

ADDITIONAL SERVICES

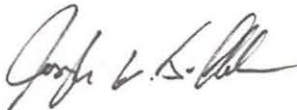
Fees for additional services requested by the City of Sheboygan beyond the services and deliverables noted herein shall be based on the application of hourly rates to the actual hours expended as defined on the chart below.

GROTH Design Group and the City of Sheboygan will agree upon applicable additional costs prior to the start of work.

Staff	Hourly Rate Range
Principal	\$145.00 - \$195.00
Sr. Project Manager	\$120.00 - \$135.00
Project Manager	\$110.00 - \$120.00
Project Architect	\$100.00 - \$110.00
Technical Level III	\$ 90.00 - \$100.00
Technical Level II	\$ 80.00 - \$ 90.00
Technical Level I	\$ 60.00 - \$ 80.00
Interior Design	\$ 70.00 - \$125.00
Administration	\$ 45.00 - \$ 90.00
Travel Time (greater than 90 miles one way)	\$ 45.00

We are excited for the opportunity to partner with you on this project. I hope the above proposal is clear and that we have understood your needs for services. If you agree with the services described and the Terms and Conditions and wish for us to proceed, please sign below and return one signed copy of the agreement for our files.

Respectfully,



Joseph E. J. Clarke
Senior Project Manager
GROTH Design Group, Inc.

AUTHORIZATION TO PROCEED	
Please check tasks authorized:	Phase-I <input type="checkbox"/>
	Phase-II <input type="checkbox"/>
_____ Signature	
_____ Name	
_____ Date	

Enclosures:

- Conceptual Schedule (2-page 11"x17" format PDF file)
- GDG Standard Terms and Conditions

GROTH DESIGN GROUP, INC.

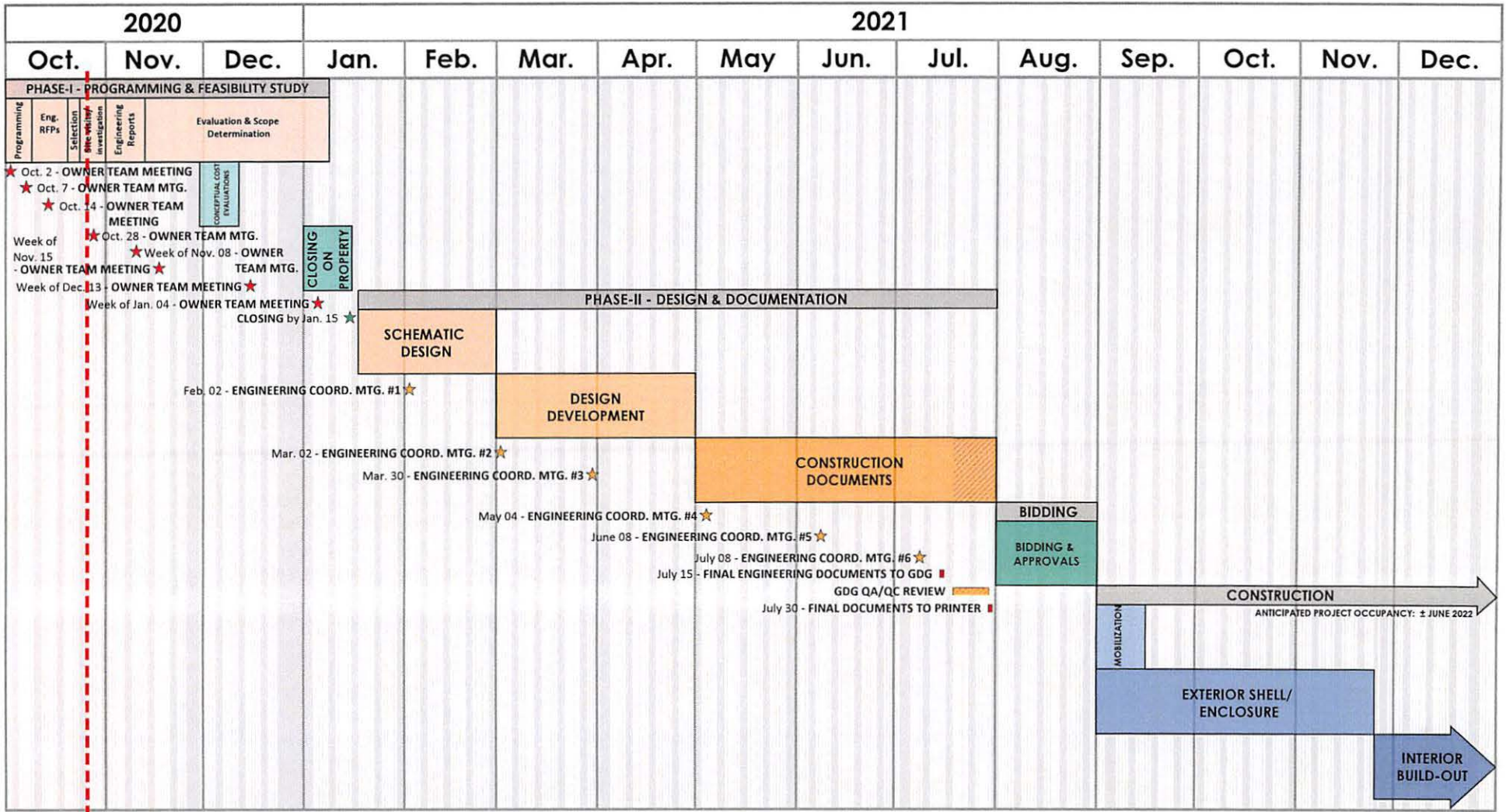
TERMS AND CONDITIONS



1. **Invoicing:** Invoices shall be rendered monthly in proportion to services performed.
2. **Payment:** Payments for services rendered shall be fully current to Groth Design Group's most recent invoice prior to Groth Design Group's release of deliverables.
3. **Acceptance of Invoice:** Client shall review invoices promptly and notify Groth Design Group of any disputes with invoice within 10 business days of receipt of invoice.
4. **Interest and Unpaid Balance Due:** If any payment is not paid by Client when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%) per month until paid. (Annual effective rate = 18%). In the event the default interest rate exceeds the maximum rate of interest allowable by law, the balance owing shall accrue interest until paid, at the maximum allowable interest rate. Any amount over the "Do Not Exceed" may be subject to approval by the City of Sheboygan Common Council, and shall not be an obligation of the City unless the Common Council approves the expenditure.
5. **Document Ownership:** Subject to the provision of Wisconsin's Public Records Law, all original calculations, sketches, building models and/or construction documents (Documents) prepared by Groth Design Group shall remain the property of Groth Design Group unless other terms in writing are agreed upon by both parties. Any copies of Documents held by Client shall be considered instruments of professional services. Client shall not reuse or make any modifications to Documents without the prior written authorization of Groth Design Group.
6. **Electronic Documents/Model Files Transfer:** Should Client require electronic drawing/model files be transferred to Owner, contractor and/or subcontractors for their use in or after construction, Groth Design Group will require an executed waiver of liability from recipient as well as a nominal transfer fee. Should Client establish a standard nominal transfer fee different from Groth Design Group's, Groth Design Group shall be notified of such at the time of execution of this Agreement.
7. **Information in a Timely Manner:** Groth Design Group reserves the right to withhold documents scheduled for bid/construction release if sufficient design information from Client, required for the production of accurate bid/construction documents, is not provided to Groth Design Group in a timely manner. Groth Design Group will not be responsible for coordination of information not provided to Groth Design Group in a timely manner.
8. **Information Provided by Others:** Groth Design Group shall indicate to Client the information needed for the rendering of services hereunder. Client shall provide such information as is necessary for Groth Design Group to perform the Scope of Work defined above and shall be entitled to rely upon the accuracy and completeness of said information.
9. **Agreements:** This Proposal represents the entire Agreement between Client and Groth Design Group, and supersedes all previous oral and written agreements on the Project. Groth Design Group shall not be held to the terms of any other agreements or contracts, unless expressly made part of this Agreement and amended in conformance with the Terms and Conditions of this Proposal. Furthermore, changes to this Agreement are not considered binding unless received in writing and accepted in writing by both original signatories of this Proposal.
10. **Assignments:** Client hereby warrants and represents that they will not transfer or assign this Agreement to any third party, directly, indirectly, by subrogation or operation of law without written consent from Groth Design Group. Furthermore, nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Groth Design Group or Client. Groth Design Group's services under this Agreement are being performed solely for the benefit of Client. No third party is intended as a beneficiary of this Agreement or of the services being performed by Groth Design Group pursuant to this Agreement.

11. **Site Visitations:** If site visits are performed under this Agreement, then said visits are for the purpose of determining whether the construction work associated with this Agreement is in accordance with the Contract Documents. These site visits shall not constitute responsibility on the part of Groth Design Group for construction supervision nor construction means and methods nor devising, implementing or enforcing any safety precautions, and shall not relieve the Contractor and/or any subcontractors of any responsibilities in conjunction with their work, unless specifically stated within the Scope of Work of this Proposal. Unless specifically stated otherwise, site visits shall not be construed as a special inspection as defined by the International Building Code (IBC).
12. **Project Delay:** If the services covered by this Agreement have not been completed within 36 months of the date hereof through no fault of Groth Design Group, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted. Should Project become inactive or Groth Design Group be instructed to cease production on our portion of the work for a period longer than six months, a project restart fee shall be negotiated. Should Project be delayed, Groth Design Group shall be compensated for the services, including time and expenses accrued up to the point that Groth Design Group is notified of Project delay. In any case, however, any amount over the "Do Not Exceed" may be subject to approval by the City of Sheboygan Common Council, and shall not be an obligation of the City unless the Common Council approves the expenditure.
13. **Project Cancellation:** Should Project be canceled, Groth Design Group shall be compensated for the services, including time and expenses accrued up to the point that Groth Design Group is notified of Project cancellation. Accumulated hours up to that point will be billed at hourly rates as outlined above. Upon final payment received by Groth Design Group from Client, this Agreement will be considered terminated.
14. **Termination:** This Agreement may be terminated by either party upon not less than seven days written notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event of termination for convenience by Client, Groth Design Group shall be entitled to recover all reasonable costs and expenses incurred up to the date of termination, plus all costs incurred to assemble and close project files and documents.
15. **Notice of Lien Rights:** As requested by the Wisconsin Construction Lien Law, Groth Design Group hereby notifies Owner that the persons or companies furnishing professional services for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Groth Design Group, are those who contract directly with the Owner or those who give notice within 60 days after they first furnish labor for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to the mortgage lender, if any. Groth Design Group agrees to cooperate with the Owner and the Owner's lender, if any, to see that all potential lien claimants are duly paid.

** END**



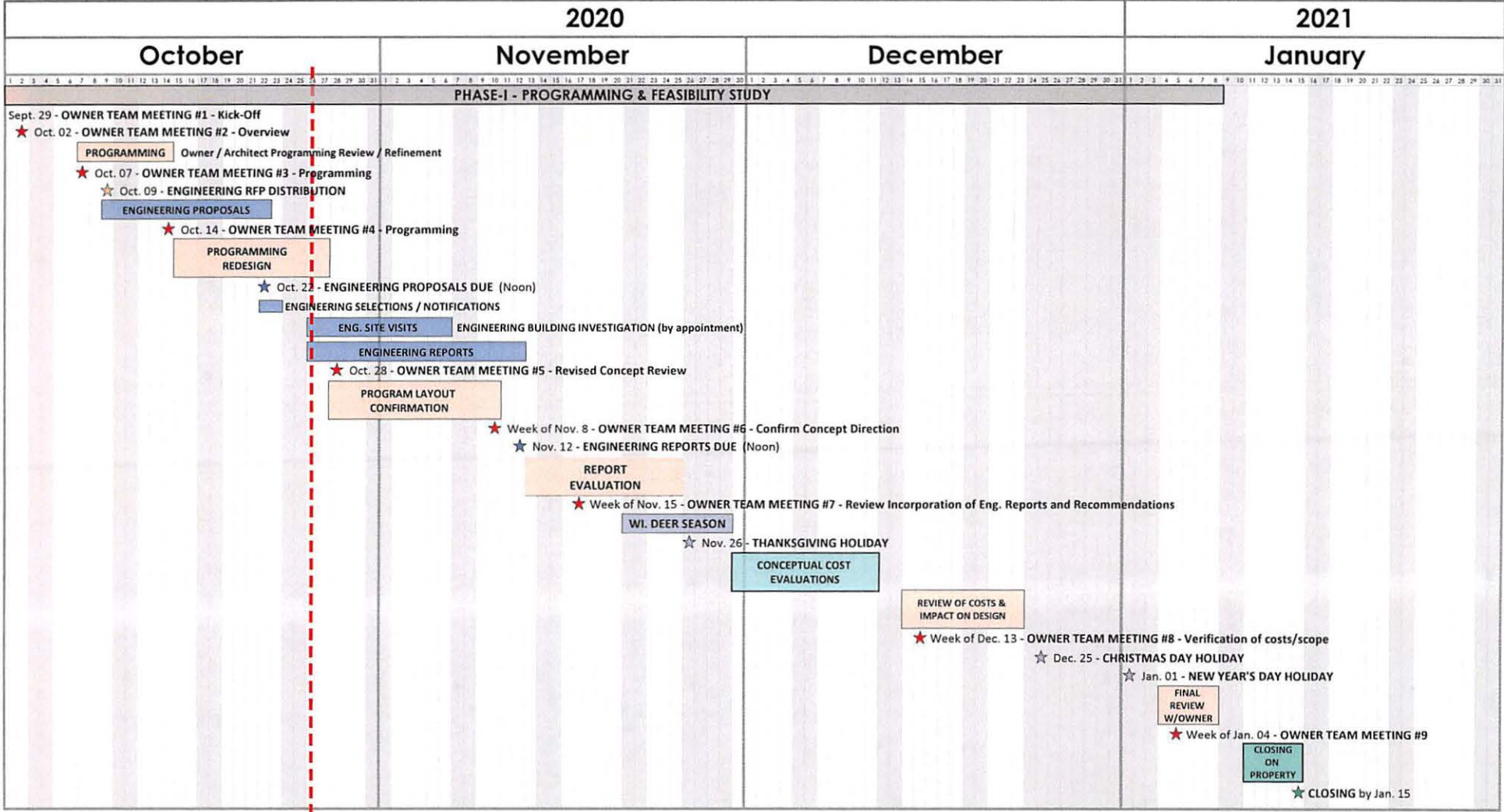
CONCEPTUAL OVERALL SCHEDULE

GDG #: 20.115
October 26, 2020

REMODELING AT 1817 NORTH 8TH STREET FOR: ACTIVE SENIOR COMMUNITY CENTER

SHEBOYGAN, WI





PROGRAMMING & FEASIBILITY STUDY SCHEDULE

GDG #: 20.115
October 26, 2020

REMODELING AT 1817 NORTH 8TH STREET FOR: ACTIVE SENIOR COMMUNITY CENTER

SHEBOYGAN, WI



CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL CONSIDERATION

ITEM DESCRIPTION: Direct Referral: Res. No. 127-20-21 by Alderpersons Donohue and Bohren, a Resolution authorizing the appropriate City Officials to enter into a contract with Groth Design Group for architectural and engineering services for the conversion of 1817 North 8th Street into the Senior Activity Center of Sheboygan.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: November 19, 2020

MEETING DATE: November 23, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The City of Sheboygan entered into a contract with Groth Design Group in late 2019 to complete a feasibility study of the Senior Activity Center. During the completion of this study, issues with the current facility arose, and the Common Council decided to pursue acquisition of the former Save A-Lot store at 1817 North 8th Street. The city needs to close on this real estate in January 2021.

Given Groth Design Groups past working with the city and the senior center staff and the information collected by them during the feasibility study, it makes the most sense for them to complete the programming and layout phase and eventually the engineering and architectural design phase.

The City plans to fund the improvements to the center with a HUD Section 108 loan and pledge future community development block grant dollars for the payment. Given the federal requirements and the application not submitted yet to HUD (undergoing a 30 day public comment period), city staff plans to utilized 2021 budgeted dollars to covers the architectural fees.

STAFF COMMENTS:

City staff supports this project to provide for a new center in area that is part of the City's strategic plan and neighborhood revitalization and would encourage the Common Council to accept this next crucial step in providing a new facility for the community including the seniors.

ACTION REQUESTED:

Motion to recommend to the Common Council to approve Res. No. 127-20-21 by Alderpersons Donohue and Bohren, a Resolution authorizing the appropriate City Officials to enter into a contract with Groth Design Group for architectural and engineering services for the conversion of 1817 North 8th Street into the Senior Activity Center of Sheboygan.

ATTACHMENTS:

- I. Res. No. 127-20-21