

*****ATTACHMENTS*****

III

4.5

Res. No. 89 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 16, 2019.

A RESOLUTION imposing a residential Recycling Fee for services provided by the City.

WHEREAS, in Res. No. 190-18-19, the Common Council of the City of Sheboygan expressed its sense that transitioning to an automated garbage and recycling collection program is in the best interest of the City; and

WHEREAS, in Res. No. 190-18-19, the Department of Public Works proposed paying for some of the operational costs related to the automated recycling program through the imposition of a fee ("Recycling Fee"); and

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

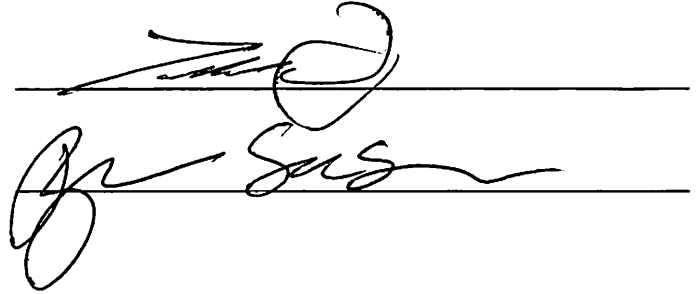
WHEREAS, the City Water Utility will provide administrative support through billing and collection of the Recycling Fee on utility bills.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby imposes a special charge for residential recycling services in the amount of \$4.00 per month per residential unit, with said charge to take effect January 1, 2020.

BE IT FURTHER RESOLVED: That the special recycling charge imposed in accordance with this Resolution shall be a debt due to the City and, if not paid within the time determined by the City, the charge shall be considered delinquent and shall become a lien upon the property. A late payment charge of three percent (3%), but not less than \$0.05 will be added to bills not

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paid within 20 days of issuance. This one-time three percent (3%) late payment charge will be applied only to any unpaid balance for the current billing period's charge. The household may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued.



The image shows two handwritten signatures on horizontal lines. The top signature is written in dark ink and appears to be a stylized name. The bottom signature is written in a lighter ink and is more legible, appearing to be 'John S. Sisk'.

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 PERSONNE COMMITTEE
AND
PUBLIC WORKS COMMITTEE CONSIDERATION**

ITEM DESCRIPTION: Resolution imposing a residential Recycling Fee for services provided by the City.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: September 17, 2019

MEETING DATE: September 24, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: \$1.1M

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: RES 190-18-19 passed by the City of Sheboygan Common Council stated that it is the sense of the Council that transitioning the City's current manual garbage and recycling program to an Automated Garbage and Recycling Collection Program is in the best interest of the City and that the Department has proposed paying for some of the operational costs related to the Automated Recycling Program through the creation of a \$4.00 Recycling Fee.

STAFF COMMENTS: The current contract with Waste Management is set to expire on December 31, 2019. The current cost to process recycling is \$0.00 per ton. Due to current economic markets, the value of recyclables has dropped dramatically. The City went out to bid for a new contract starting January 1, 2020. The bids came back at \$90.00 per ton to process recycling.

Even with the increase to the recycling processing, the Department of Public Works was able to establish a budget within the proposed \$4.00 recycling fee. This fee establishes an enterprise fund for recycling that separates costs from the garbage portion of the program; as a result, revenues and expenses will be tracked separately.

ACTION REQUESTED: Motion to recommend to Common Council approve Res. No. 89-18-19 imposing a residential Recycling Fee for services provided by the City.

ATTACHMENTS:

- I. Res. No. 89-19-20
- II. Garbage and Recycling Projection

Curb Automated Garbage and Recycling Collection Program Budget Projections : Garbage \$5/Month - Recycling \$4/Month

			2018	2019	2019	2020	2021	2022	2023	2024	2025	2026	2027
			Actual	Year to Date	Original	Requested	Projected	Projected	Projected	Projected	Projected	Projected	Projected
			Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
10134001 SOILD WASTE													
REVENUS													
101	10134001	434316											
101	10134001	436101											
101	10134001	444321											
101	10134001	444401											
101	10134001	461126	(1,091,261)	76	(1,087,552)	(1,092,000)	(1,092,000)	(1,092,000)	(1,092,000)	(1,092,000)	(1,092,000)	(1,092,000)	(1,092,000)
101	10134001	469111	(10,424)	-	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
101	10134001	469999	-	-	-	-	-	-	-	-	-	-	-
101	10134001	469999	-	-	-	-	-	-	-	-	-	-	-
			(1,101,685)	76	(1,097,552)	(1,102,000)	(1,102,000)	(1,102,000)	(1,102,000)	(1,102,000)	(1,102,000)	(1,102,000)	(1,102,000)
EXPENSES													
101	10134001	510110	490,633	201,639	462,282	\$ 260,160.78	245,790	251,935	258,233	264,689	271,306	278,089	285,041
101	10134001	510111	39,980	21,851	18,000	12,500	12,813	13,133	13,461	13,798	14,143	14,496	14,859
101	10134001	510130	80	-	-	-	-	-	-	-	-	-	-
101	10134001	510170	-	-	-	-	-	-	-	-	-	-	-
101	10134001	510310	31,558	13,227	29,837	\$ 15,820.96	14,907	15,279	15,661	16,053	16,454	16,865	17,287
101	10134001	510311	7,381	3,094	7,017	\$ 3,702.42	3,489	3,576	3,665	3,757	3,851	3,947	4,046
101	10134001	510320	35,284	14,580	31,389	\$ 17,563.44	16,593	17,008	17,433	17,869	18,316	18,774	19,243
101	10134001	510340	110,826	58,255	143,688	\$ 70,280.14	76,005	79,806	83,796	87,986	92,385	97,004	101,854
101	10134001	510341	-	-	-	\$ 1,299.85	1,230	1,230	1,230	1,230	1,230	1,230	1,230
101	10134001	510350	7,384	3,344	10,104	\$ 3,175.76	2,897	2,970	3,044	3,120	3,198	3,278	3,360
101	10134001	510351	8,424	3,510	8,424	\$ 5,618.81	5,759	5,903	6,051	6,202	6,357	6,516	6,679
101	10134001	510360	415	183	672	\$ 216.37	220	225	231	237	243	249	255
101	10134001	510400	26,604	11,085	26,604	\$ 17,744.87	18,188	18,643	19,109	19,587	20,077	20,579	21,093
101	10134001	510410	-	-	-	\$ 487.44	-	-	-	-	-	-	-
101	10134001	510490	-	-	-	700	700	700	700	700	700	700	700
			758,569	330,768	738,017	409,359	398,681	410,500	422,710	435,324	448,358	461,829	475,751
101	10134001	521900	80,770	27,202	75,000	50,000	51,250	52,531	53,845	55,191	56,570	57,985	59,434
101	10134001	525115	-	-	-	-	-	-	-	-	-	-	-
101	10134001	526120	-	-	450	225	225	225	225	225	225	225	225
101	10134001	528150	325,000	135,417	325,000	318,000	325,950	334,099	342,451	351,012	359,788	368,783	378,002
101	10134001	530100	820	741	1,000	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189
101	10134001	530255	7,186	2,111	8,500	6,138	6,291	6,449	6,610	6,775	6,945	7,118	7,296
101	10134001	531115	556,001	237,200	585,000	587,136	604,750	622,893	641,579	660,827	680,652	701,071	722,103
			969,777	402,671	994,950	995,817	1,106,492	1,134,247	1,162,787	1,192,134	1,222,311	1,253,341	1,285,249
			1,728,345	733,438	1,732,967	1,405,176	1,505,173	1,544,747	1,585,497	1,627,458	1,670,669	1,715,170	1,761,001
			Garbage Program Funding Gap:			303,176	403,173	442,747	483,497	525,458	568,669	613,170	659,001

			2018	2019	2019	2020	2021	2022	2023	2024	2025	2026	2027
			Actual	Year to Date	Original	Requested	Projected	Projected	Projected	Projected	Projected	Projected	Projected
			Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
10134001 RECYCLING													
REVENUS													
101	10134001	434316	(82,835)	-	(82,835)	(82,835)	(82,835)	(82,835)	(82,835)	(82,835)	(82,835)	(82,835)	(82,835)
101	10134001	436101	(7,901)	4,668	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)	(3,200)
101	10134001	444321	-	-	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)
101	10134001	444401	-	-	-	(800,800)	(873,600)	(873,600)	(873,600)	(873,600)	(873,600)	(873,600)	(873,600)
101	10134001	461126	-	-	-	-	-	-	-	-	-	-	-
101	10134001	469111	-	-	-	-	-	-	-	-	-	-	-
101	10134001	469999	-	-	-	(297,000)	-	-	-	-	-	-	-
			(90,736)	4,668	(86,535)	(1,184,335)	(960,135)	(960,135)	(960,135)	(960,135)	(960,135)	(960,135)	(960,135)
EXPENSES													
101	10134001	510110	-	-	-	\$ 159,566.38	107,980	110,679	113,446	116,282	119,189	122,169	125,223
101	10134001	510111	-	-	-	12,500	12,813	13,133	13,461	13,798	14,143	14,496	14,859
101	10134001	510130	-	-	-	-	-	-	-	-	-	-	-
101	10134001	510170	-	-	-	-	-	-	-	-	-	-	-
101	10134001	510310	-	-	-	\$ 9,808.98	6,713	6,881	7,053	7,229	7,410	7,595	7,785
101	10134001	510311	-	-	-	\$ 2,295.13	1,570	1,610	1,650	1,691	1,733	1,777	1,821
101	10134001	510320	-	-	-	\$ 10,772.37	7,379	7,563	7,752	7,946	8,145	8,348	8,557
101	10134001	510340	-	-	-	\$ 26,946.88	9,682	10,166	10,675	11,208	11,769	12,357	12,975
101	10134001	510,110	-	-	-	\$ 1,100.15	1,230	1,261	1,292	1,325	1,358	1,392	1,426
101	10134001	510341	-	-	-	-	-	-	-	-	-	-	-
101	10134001	510350	-	-	-	\$ 2,012.74	1,500	1,537	1,575	1,615	1,655	1,697	1,739
101	10134001	510351	-	-	-	-	-	-	-	-	-	-	-
101	10134001	510360	-	-	-	\$ 124.10	16	17	17	18	18	19	19
101	10134001	510400	-	-	-	\$ 51.24	53	54	55	57	58	59	61
101	10134001	510410	-	-	-	-	-	-	-	-	-	-	-
101	10134001	510490	-	-	-	\$ 295.76	250	250	250	250	250	250	250
			-	-	-	225,474	149,207	153,173	157,250	161,442	165,752	170,184	174,741
101	10134001	521900	-	-	-	65,000	66,625	68,291	69,998	71,748	73,542	75,380	77,265
101	10134001	525115	-	-	-	-	-	-	-	-	-	-	-
101	10134001	526120	-	-	-	225	225	225	225	225	225	225	225
101	10134001	528150	-	-	-	200,000	205,000	210,125	215,378	220,763	226,282	231,939	237,737
101	10134001	530100	-	-	-	28,000	7,000	7,000	7,250	7,250	7,500	7,500	8,000
101	10134001	530255	-	-	-	2,362	2,421	2,482	2,544	2,607	2,672	2,739	2,808
101	10134001	531115	-	-	-	33,318	117,000	117,000	117,000	117,000	117,000	117,000	117,000
101	10134001	531115	-	-	-	362,864	373,750	384,962	396,511	408,407	420,659	433,279	446,277
			-	-	-	691,769	771,796	789,860	808,681	827,774	847,654	867,837	889,086
			-	-	-	917,243	921,003	943,033	965,931	989,216	1,013,407	1,038,020	1,063,828
			Recycling Program Funding Gap:			(267,092)	(39,132)	(17,102)	5,796	29,081	53,272	77,885	103,693

Total Garbage and Recycling Curb Collection Program:						2,322,419	2,426,176	2,487,780	2,551,428	2,616,674	2,684,076	2,753,190	2,824,828
						(2,286,335)	(2,062,135)	(2,062,135)	(2,062,135)	(2,062,135)	(2,062,135)	(2,062,135)	(2,062,135)
			Total Combined Gap:			36,084	364,041	425,645	489,293	554,539	621,941	691,055	762,693

Assumptions: Garbage Fee remains at \$5 per Month per household - 18,200 households
 Recycling Fee at \$4 per month per household - 18,200 households
 2020 Recycling Revenues only represent 11 months first year.
 Salaries and Benefits 2.5% annual increase
 Health Insurance 5% annual increase
 Vehicles & Equipment 2.5% annual increase
 Annual Maintenance including fuel \$40,000 per vehicle

Total Garbage Vehicle Replacement Earnings	2,778,085
Total Recycling Vehicle Replacement Earnings	1,747,223
Total Garbage Vehicle Maintenance Costs	1,440,000
Total Recycling Vehicle Maintenance Costs	800,000
Total Garbage Vehicle Replacement Residual	1,338,085
Total Recycling Vehicle Replacement Residual	947,223

III

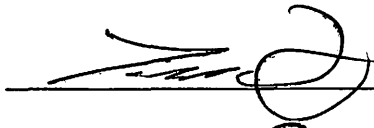
4.6


Res. No. 90 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 16, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a Recycling Partnership Grant Agreement with The Recycling Partnership, Inc.

RESOLVED: That the Director of Public Works is hereby authorized to execute the Recycling Partnership Grant Agreement between the City of Sheboygan and The Recycling Partnership, Inc., a copy of which is attached hereto and incorporated herein, and to take all necessary steps to fulfill the City's obligations under the Grant.

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



125 Rowell Court
Falls Church, VA 22046
864.760.8828

RECYCLINGPARTNERSHIP.ORG

RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the date executed below, by and between The Recycling Partnership, Inc. (“The Partnership”) and the City of Sheboygan, WI (“Grantee”), which are referred to collectively herein as the “Parties.”

1. **Grant Agreement Documents:** This Grant Agreement consists of this document and its attachments; (a) Terms and Conditions (Attachment A), and (b) Grantee’s Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written. The Parties may amend the Grant Agreement as provided in Paragraph 8.

2. **Term:** The Grant Agreement shall be effective during the Grant Period, which begins on the execution date below and ends on June 30, 2021, unless the Parties agree to amend the Grant Agreement as provided in Paragraph 8.

3. **Grantee’s Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.

4. **Duties of Partnership and Grantee:** The Partnership shall make a cash grant to the Grantee in an amount not to exceed TWO HUNDRED NINETY SIX THOUSAND DOLLARS (\$296,000) to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing Grantee’s residential curbside recycling program (“Cash Grant”). The details of the cash grant and the anticipated costs and expenditures associated with this grant project are detailed in the section f, Project Budget and Grant Funding, found in Attachment B, the Grantee’s Workplan.

In addition to the provision of direct grant funding, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including graphic design customization. The amounts set forth below represent The Partnership’s intended distribution of the in-kind resources to the Grantee:

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of in-kind assistance and support	Up to \$125,000

In exchange for the Cash Grant and in-kind resources from The Partnership, the Grantee will (i) commit staff time and resources for the planning and implementation of the project, including producing and distributing educational materials, conducting recycling program operations, supporting research and program analysis, and providing additional support as the project requires in the Grantee’s Workplan Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan in accordance with the Anticipated Implementation Timeline described in the Grantee’s Work Plan.

5. Distribution Provisions: The Partnership shall distribute Grant funds to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period. An allowable expenditure is one associated with work performed or goods or services acquired to complete the Grantee’s Work Plan as outlined in Attachment B hereto determined by The Partnership in its sole and absolute discretion. Excluding the final payment of grant funds, The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 below documenting allowable expenditures. Total distributions from The Partnership will not exceed ninety (90) percent of reimbursable costs until the submittal of a final project report; the remaining ten (10) percent of reimbursable expenses shall be paid upon final report submittal. Grant proceeds may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of Grant funds.

6. Invoices: As described in section u, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership, which shall include copies of invoices for allowable expenditures for which the Grantee is seeking reimbursement. The Grantee’s final invoices must be received by The Partnership with the Grantee’s Final Report, as described in section t, Reporting and Additional Post Award Requirements, of Attachment A. With respect to all invoices submitted to The Partnership, the Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by Grantee for work and services associated with allowable expenditures, and documentation that provides evidence of payment by the Grantee for all allowable expenditures submitted. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon presentation of herein described invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety (90) percent of the amount of grant funds to be provided by The Recycling Partnership for allowable expenditures and with the final ten (10) percent becoming available as detailed in Paragraph 5 above.

7. Grant Contacts: Programmatic contacts are set forth below.

Partnership Chief Community Strategy Officer:	Partnership Project Manager:	Grantee Project Manager:
Cody Marshall Telephone: (919) 612-7127 Email: cmarshall@recyclingpartnership.org	Jill Martin Telephone: (920) 540-0179 Email: jmartin@recyclingpartnership.org	Jason Blasiola, Superintendent of Streets and Sanitation Telephone: 920-459-3447 Email: jason.blasiola@sheboyganwi.gov

8. Changes and Amendments: Any change to this Grant Agreement that increases or decreases the amount distributable to the Grantee is not effective until approved in writing by the Chief Community Strategy Officer of The Partnership. The Grant Agreement may be amended or modified in writing signed by the Parties, subject to the approval of the Common Council of the City of Sheboygan by resolution.

9. Signature Warranty: Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

10. Subject-to-Appropriations: All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the Common Council of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent that the City of Sheboygan appropriates sufficient funds for the Grantee to perform its obligations hereunder.

The parties have executed this Grant as of the date last below written.

The Recycling Partnership, Inc.

Signed By _____

Cody Marshall,
Chief Community Strategy Officer

Signed by The Recycling Partnership on this date:

City of Sheboygan, WI

Signed By: _____
David Biebel, Director
Department of Public Works

DATE: _____

Attachment A: Terms and Conditions

a. Termination: Either Party may terminate the Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate the Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to mitigate the specified reasons, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such case, the Grantee is entitled to retain a percentage of the Cash Grant distributed from The Partnership equal to the total amount of actual allowable expenditures incurred for educational and outreach efforts prior to termination.

b. Notices: All notices required by the terms of this Grant Agreement must be delivered by email with a read receipt requested to The Recycling Partnership at cmarshall@recyclingpartnership.org with a copy to jmartin@recyclingpartnership.org.

All notices required by the terms of this Grant Agreement must be delivered by email with a read receipt requested to Grantee's Project Manager, Jason Blasiola, at jason.blasiola@sheboyganwi.gov with a copy to David Biebel, Director of Public Works, at david.biebel@sheboyganwi.gov.

c. Recycled Paper: The Partnership encourages the Grantee to seek that all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty (30) percent post-consumer recycled content, only if cost effective.

d. Lobbying: The Grantee shall not use or appropriate any funds received from The Partnership to carry on propaganda or otherwise attempt to influence legislation.

e. Compliance with Work Plan: The Grantee shall substantially adhere to the timeline and objectives detailed in the Grantee's Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.

f. Extensions: No-cost time extensions are possible, but not guaranteed by The Partnership. If the Grantee seeks a no-cost time extension, the Grantee shall submit a written request for extension to the Chief Community Strategy Officer of The Partnership at least SIXTY (60) days prior to the end of the Grant Period.

g. Retroactive Costs: Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Chief Community Strategy Officer of The Partnership.

h. Travel Expenses: Grant funds from The Partnership may not be used for travel expenses without prior written approval from the Chief Community Strategy Officer of The Partnership.

i. Technical Assistance: The Grantee agrees to work with The Partnership during the design, implementation and monitoring of the program improvements, both educational and operational, during the Grant Period.

j. Collection Frequency: When a grant project involves funding in support of curbside recycling, Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:

- Weekly collection: minimum of 64+ gallon cart is required.
- Every other week collection: 93+ gallon cart size is required.

Grantee, at its discretion, may distribute carts that are smaller than required above but such carts will not be eligible for grant funding.

k. Cart Distribution: This Grant involves funding to support of the purchase and distribution of carts for curbside recycling (“Grant Supported Carts”). Grantee must distribute Grant Supported Carts free of additional charge to people living in residential properties in which Grantee administers sanitation and recycling services pursuant to its Municipal Code. Grantee may impose a monthly fee for recycling services; such fee shall be uniform where sanitation and recycling services are performed. Grantee may, at Grantee’s option, make additional carts for curbside recycling available to residents. If such carts are not Grant Supported Carts, the carts need not be made available free of additional charge.

l. RFID (Radio Frequency Identification) Tags: When a grant project involves grant funding in support of the purchase and distribution of carts for curbside recycling, Grantee must acquire and distribute carts with embedded RFID tags.

m. Material Collection: The Grantee shall provide a listing of the materials currently accepted for recycling. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility (MRF), hauler (if applicable) and The Partnership and/or a contractor hired at The Partnership’s expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.

n. Educational Best Practices: When working with communities that are distributing recycling carts The Partnership utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 1) a direct-to-resident information card/hanger informing them that carts are coming; 2) a kit of information delivered with the cart, which includes an acceptable materials magnet/sticker, an introductory card, service calendar, etc.; and 3) use of oops/congrats tags or other anti-contamination strategies to reinforce correct recycling behavior after carts have been delivered.

At a minimum The Partnership requires that grant funds allocated for education and outreach be used toward the procurement of these key three (3) items unless otherwise agreed in advance between The Partnership and the Grantee. To support an effective campaign, The Partnership encourages the Grantee to select at least two (2) additional awareness communication components, such as billboards, digital and/or print advertisements, festival/event kit, truck signage, etc. Finally, The Partnership requires that the Grantee update its websites to communicate the basics of the cart roll out to its citizens and community and that its website include at a minimum a listing of acceptable materials and how to gain additional information about recycling collection schedule.

o. Press Events: The Parties note that the Grantee has hired a marketing company to assist Grantee with outreach regarding Grantee's change to a cart-based curbside sanitation and recycling system. The Parties agree to cooperate in publicizing Grantee's change to a cart-based sanitation and recycling system, which may include press releases or local press events. Grantee shall take the lead on publicizing Grantee's change to a cart-based sanitation and recycling system, but—for the avoidance of doubt—The Partnership may also issue its own press release.

p. Graphic Design Edits: The Partnership will work closely with the Grantee to customize educational materials to fit the needs of the campaign in accordance with the timeline established by the Parties. The Grantee must give at least one week's notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee chooses to utilize a third-party service provider for the design of education and outreach materials instead of working directly with The Partnership, then The Partnership agrees to cooperate with the third-party service provider by providing access to Partnership tools, artwork and images for use by the third-party provider in service of the Grantee. The Partnership will not, however, provide customized design work on behalf of the third-party service provider. The Partnership will work closely with the Grantee on campaign materials and will provide two rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between The Partnership and Grantee.

q. Logo Usage: The Partnership requires that the Grantee use The Partnership logo with the phrase "Funded in part by," to be included on all education materials associated with the Grant project that are to be supported by Partnership grant funding. When a Partnership project is majority funded by one funder, then in addition to The Partnership logo, that funder may also need to be called out by Grantee in communications materials with the "funded in part by" language, and the use of additional funder logo(s) may be requested, with the final product to be developed by mutual agreement between The Partnership and Grantee. Prior to finalization, The Partnership requests proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership and funders thereof. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within one (1) week (five (5) business days), or to forfeit the right to require the use of The Partnership logo, and any additional funders' logos and associated "Funded in part by" phrasing. Grantor understands that under no circumstances can the Grantee appear to be

endorsing or advertising on behalf of a private business.

r. Compliance with Patent, Trademark and Copyright Laws: The Partnership and Grantee agree that all work performed under this Grant Agreement, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The Partnership and Grantee further agree that neither will use any protected patent, trademark or copyright in performance of their respective work unless The Partnership or Grantee has obtained proper permission and all releases and other necessary documents. The Partnership and Grantee agree to release, indemnify and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Grant Agreement which infringes upon any patent, trademark or copyright protected by law.

s. Electronic Signatures and Electronic Records: The Partnership consents to the use of electronic signatures by the Grantee. The Grant Agreement, and any other documents requiring a signature under the Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of the Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

t. Reporting and Additional Post-Award Requirements: The Grantee shall comply with reporting requirements, including:

- In order to establish a baseline for measurement of project success, the Grantee shall provide monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project is initiated.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis through the end of the Grant Period as defined in Paragraph 2 of the Grant Agreement or for the period of time extending one (1) calendar year beyond the date of the implementation of the recycling project funded by The Recycling Partnership, whichever is later. These reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.
- Post-grant Long Term Reporting using the Municipal Measurement Program: In addition to providing The Partnership with monthly waste and recycling data, the Grantee shall establish an account with the Municipal Measurement Program (MMP) System for annual reporting. Reporting in the MMP system is free and reporting involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. To aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the Municipal Measurement Program (MMP) System for five (5) years following the implementation of the grant project.
- The Grantee shall submit a draft Final Report to The Partnership at least thirty (30) days prior to the end of

the Grant Period for review. The Partnership will provide the required format for the Final Report and feedback to the Grantee about the draft Final Report including necessary changes and points of clarification within two weeks of receipt of the draft report, and a complete Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.

- Additional reporting requirements may be included in Grantee's Work Plan, Attachment B.

u. Reimbursement: As stipulated in Paragraph 5 of the Grant Agreement, grant funds will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. All invoices should be accompanied by associated proof that Grantee has made payment for the invoices in question. Acceptable proof of payment can include copies of canceled checks or Grantee finance system reports showing that the payment has been made.

The Partnership shall reimburse Grantee for actual allowable expenditures with The Partnership retaining a minimum of ten (10) percent of the grant funds until all grant related activities are completed and all reports are received and accepted. The remaining ten (10) percent of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described above in the section t, Reporting and Additional Post-Award Requirements.

The Partnership may withhold payment of grant funds if Grantee is delinquent in meeting its reporting obligations as spelled out in section t, Reporting and Additional Post-Award Requirements, above.

Attachment B: Grantee's Workplan

a. Background: The City of Sheboygan currently operates a bag-based curbside recycling program with collection conducted by city staff using city-owned vehicles. This recycling program provides weekly collection service to approximately 18,397 households within the City of Sheboygan corporate limits. The recyclables collected by Sheboygan's curbside recycling program are delivered to a Materials Recovery Facility (MRF) operated by Waste Management in Germantown, WI for materials processing. City staff estimate that its curbside recycling program collected approximately 3,582 tons of recyclables from residential sources in 2018.

In an effort to modernize its collection system and advance public recycling services, in April of 2019 the City of Sheboygan Common Council approved a transition to an automated cart-based waste and recycling collection system, and the purpose of this grant project is to support the city-wide implementation of cart-based curbside recycling in the spring of 2020.

b. Project Description: With the support of grant funding and assistance from The Recycling Partnership, The City of Sheboygan will purchase and distribute recycling carts to all eligible households within its jurisdiction to implement bi-weekly (every-other-week) cart-based curbside recycling service that will be automatically available. The City will distribute 95+ gallon recycling carts to curbside recycling households. The goal is to broadly adopt a uniformly sized recycling cart as standard collection equipment while still accommodating those households and citizens with special needs. In addition, with support from The Recycling Partnership and further assistance from a city-hired contractor, Sun Graphics Media, the City of Sheboygan will implement a jurisdiction-wide education and outreach campaign to support its curbside recycling program.

c. Measurement Plan: The Grantee will implement a system for tracking the number of households eligible to receive curbside recycling service along with the number of households actually utilizing said service as determined through the measurement of curbside recycling set out rate. The Grantee will also implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables, with the particular goal of measuring waste and recyclables generated by and collected from curbside recycling eligible households. To the degree possible, the Grantee will also work with The Partnership and the Grantee's material recovery facility operator to evaluate contamination and participation rates of recovered materials, as resources allow. Reports will be provided to The Partnership as outlined in section t, Reporting and Additional Post-Award Requirements, as set out in Attachment A.

d. Public Outreach Plan: The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of Grantee's curbside recycling program utilizing the approach outlined in section n, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on engaging long-term recyclers as well as new program participants to keep the recycling stream clean and to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A heavy emphasis of this campaign will be around educating residents about the use of carts for curbside recycling and how to properly prepare materials for recycling collection, as well as ensuring that residents know their proper recycling collection day. The educational effort will target all curbside recycling households in the Grantee's service jurisdiction and will at a minimum utilize these supporting tools:

- Direct to resident "Carts are Coming" informational mailers or utility bill inserts for all curbside households;
- A packet of information about recycling to be delivered with the cart to all households that receiving a recycling cart; and
- The implementation of anti-contamination strategies to reinforce correct recycling behavior.

In addition, and as agreed upon by The Partnership and the Grantee, outreach efforts may be expanded to include the following:

- Public activation event to drive citizen engagement in recycling;
- Social media boosting;
- Paid advertisements; and
- Other strategies determined effective by Grantee and The Recycling Partnership.

e. Anticipated Implementation Timeline: The Partnership and the Grantee agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of this grant project. The anticipated key dates in the project are as follows:

- January 2, 2020 – Initiate planning for education and outreach campaign in support of the upcoming changes to Grantee's curbside recycling program.
- March 1, 2020 – Begin public-facing education and outreach efforts.
- April 13, 2020 – Begin cart assembly and distribution.
- May 1, 2020 – Complete distribution of recycling carts to all eligible households.
- May 4, 2020 – Implement jurisdiction-wide cart-based curbside recycling collection.

The Recycling Partnership and Grantee acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are set out as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then The Partnership and the Grantee agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in section b, Project Description, above. In addition, and as necessary, the parties may decide to modify the Grant Agreement end date as stipulated in Paragraph 2 of the Grant Agreement.

f. Project Budget and Grant Funding: The Recycling Partnership’s Residential Curbside Recycling Cart Grant Program provides grant funding in the amount of \$15.00 for qualifying curbside recycling carts and \$1.00 per household for supportive education and outreach materials. Qualifying recycling carts meet the conditions defined in sections j, k, and l of Attachment A. The actual amount of grant funds to be paid (Cash Grant) may vary based on the actual number of carts distributed as well as the total number of households served by the curbside recycling program as determined at the time of cart distribution and as verified by Grantee staff and documents provided according to Paragraph 6 of the Grant Agreement. The budget for the Cash Grant as illustrated below has been developed around the provision of recycling carts and supportive education and outreach to 18,500 households in the City of Sheboygan.

The amounts set forth in the table below represent The Partnership’s intended distribution of the grant funds to the Grantee:

Grant Element	Description	Grant Amount
Recycling Carts	Grant funding to support the purchase and distribution of qualifying recycling carts for all eligible households in the City of Sheboygan for automatic bi-weekly curbside recycling collection.	\$277,500
Education and Outreach Support	Grant funding to implement a recycling education and outreach campaign in support of curbside recycling.	\$18,500
Total		\$296,000

All costs associated with project implementation beyond the direct grant funding from The Recycling Partnership will be the responsibility of the Grantee. It is understood that actual expenses may vary depending on a variety of factors including the number of recycling carts distributed, the number of households served by the curbside recycling program, and the actual expenses associated with Grantee’s education and outreach effort. Upon mutual agreement of The Partnership and Grantee, the final allocation of Partnership grant funds may be adjusted between individual expense categories as necessary. The actual amount of grant funding paid will be based on actual reimbursable expenditures as outlined in section u, Reimbursement, of Attachment A, and the total amount of grant funding paid is not to exceed the amount specified in Paragraph 4 of the Grant Agreement. Any expenditures to be made by the Grantee are subject to the requirements provided in Paragraph 10 of the Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to enter into a Recycling Partnership Grant Agreement with The Recycling Partnership, Inc.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: September 17, 2019

MEETING DATE: September 24, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Recycling Partnership is a nonprofit organization that invests in communities and organizations that are improving their recycling efforts. The Recycling Partnership will award the City of Sheboygan two hundred ninety-six thousand dollars (\$296,000) to support the purchase of recycling containers and educational outreach efforts with the goal of improving and enhancing the City's residential curbside recycling program.

STAFF COMMENTS: The Recycling Partnership is a leading national force for improving recycling. In addition to the grant, The Recycling Partnership will also provide the City with access to resources, staff time, and other in-kind services with an estimated value of one hundred twenty-five thousand dollars (\$125,000). A condition of the grant is that DPW will provide The Recycling Partnership with collection data over the next five years. The data that the Recycling Partnership is requesting is very similar to the data that DPW is already collecting and reporting to the State of Wisconsin, Department of Natural Resources.

In addition, The Recycling Partnership requires that the carts be purchased with Radio Frequency Identification (RFID) tags. Lastly, the Department will be required to work with The Recycling Partnership in developing a communication plan that informs the citizens about the distribution of the carts and ways to correct recycling behavior that limits contamination. These are activities that the Department of Public Works would need to accomplish even if the City was not awarded the grant.

ACTION REQUESTED: Motion to recommend to Common Council adopt Res. No. 90-19-20 authorizing the appropriate City officials to enter into a Recycling Partnership Grant Agreement with The Recycling Partnership, Inc.

ATTACHMENTS:

- I. Res. No. 90-18-19
- II. Recycling Partnership Grant Agreement

III

4.7


Res. No. 91 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 16, 2019.

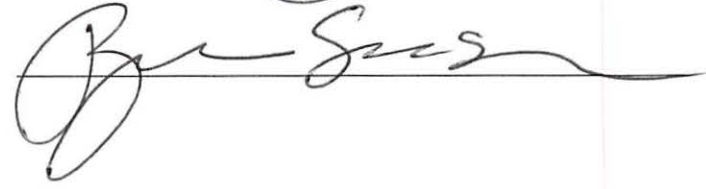
A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Nicole S. Vanginkle, 2409 Mayflower Avenue, Sheboygan, WI

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

EASEMENT

THIS INDENTURE, made this ____ day _____, 2019, by Nicole S. Vanginkle a single person residing at 2409 Mayflower Avenue, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

59281- 621220

Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, a part of the Southwest ¼ of the Southwest ¼ of Section 10, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Southwest corner of Lot 3, Block 2 of the Plat of Jetzer's Park Side Addition as recorded in Volume 9 of Plats on Page 51 as Document 661517 in the Sheboygan County Register of Deeds Office; thence Southerly along a line parallel with the East line of said Lot 3, a distance of 8 feet; thence Easterly along a line parallel with the South line of said Lot 3, a distance of 60 feet; thence Northerly along a line parallel with the West line of said Lot 3, a distance of 8 feet to said South line of Lot 3; thence Westerly along said South line of Lot 3, a distance of 60 feet to the Southwest corner of said Lot 3 and the Point of Beginning, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

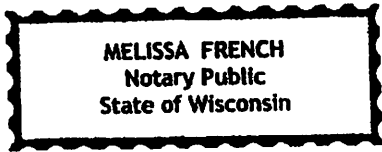
IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 30 day of August, 2019.

Nicole Vanginkle
Nicole Vanginkle
(Sign in the presence of a Notary Public)

Property Owner Name
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 30 day of August, 2019, Nicole Vanginkle, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Melissa French

Notary Public-Sheboygan County
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2019, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing executing an easement for a mini-storm sewer.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 19, 2019 **MEETING DATE:** September 24, 2019

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 through the capital improvements program budgets \$50,000 for the construction or the extension of mini-storm sewers throughout the City. These mini-storm sewers are constructed to help alleviate storm water issues in residential neighborhoods particularly for standing water in backyards or to alleviate issues with sump pumps that discharge at a large rate. Many times to construct these mini-storm sewers the City of Sheboygan must receive easements giving the City the permission to construct these mini-storm sewers on private property.

STAFF COMMENTS: This resolution grants the City of Sheboygan an easement so that a mini-storm sewer can be constructed on private property at the residence located at 2409 Mayflower Avenue.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 91-19-20 authorizing executing an easement for a mini-storm sewer.

ATTACHMENTS:

- I. Res. No.91-19-20

II

6.1

Gen. Ord. No. 19 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 16, 2019.

AN ORDINANCE repealing and recreating Chapter 102 of the Sheboygan Municipal Code relating to solid waste and recycling and amending Section 1-14(a)(2) regarding issuance of citations.

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

Section 1. Chapter 102 of the Sheboygan Municipal Code entitled "Solid Waste" is hereby repealed and recreated to read as follows:

"Chapter 102 - SOLID WASTE

ARTICLE I. IN GENERAL

Sec. 102-1. *Definitions.*

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bi-metal container means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

Collectible recyclables means aluminum containers, bi-metal containers, corrugated paper or other container board, glass containers, magazines, newspapers, office paper, plastic containers made of PETE, HDPE, PVC, LDPE, or PP, and steel containers. *Collectible recyclables* only includes materials that are residential in origin.

Collectable refuse means drained and wrapped garbage, manufactured wood wastes, organic byproducts, and materials not considered recyclable by state law, which are residential in origin, but excluding prohibited materials or noncollectible refuse.

Commercial hauler means any individual, partnership, or corporation, other than the city, engaged in the business of collection, disposal, preprocessing, or marketing of refuse or recyclables.

Commercial recyclables means lead acid batteries, major appliances, waste oil, yard waste, aluminum containers, bi-metal containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspapers, office paper, plastic containers, steel containers, waste tires, and any other materials prohibited by state law to be placed into a landfill. *Commercial recyclables* only includes materials that are not residential in origin.

Public Works

Commercial refuse means all waste produced or accumulated by any business, industry, church, governmental office, public or private educational institution, hospital, charitable organization, or that is not residential in origin, which is not prohibited under state law from being disposed of in a solid waste disposal facility or solid waste treatment facility.

Container board means corrugated paperboard used in the manufacture of shipping containers and related products.

Dump or abandon means to deposit or dispose of collectable or noncollectable refuse or recyclables, prohibited materials, or commercial refuse or recyclables, in any place or in any manner, other than as provided by this chapter.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- (1) Is designed for serving food or beverages.
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

Glass container means a glass bottle, jar, or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.

HDPE means high density polyethylene, labeled by the SPI code #2.

Infectious waste means solid waste that contains pathogens with sufficient virulence and sufficient quantity that exposure of a susceptible human or animal to the solid waste could cause the human or animal to contract an infectious disease. The following are specifically deemed to constitute infectious waste:

- (1) *Microbiological laboratory waste* means cultures derived from clinical specimens or laboratory equipment which has come in contact with these cultures.
- (2) *Blood and body fluids* means whole blood or blood components, blood specimens, body fluids, and peritoneal dialysate.

- (3) *Sharps* means medical or laboratory articles that may cause punctures or cuts. Examples include, but are not limited to, hypodermic needles, syringes, Pasteur pipettes, and scalpel blades.
- (4) *Medical wastes* means wastes that contain infectious waste or that are from a treatment area – which means a room or area in a hospital or clinic the primary use of which is to provide emergency care, diagnosis, or radiological treatment; an obstetrics delivery room in a hospital, other than a patient's room; or a room or area in a hospital, clinic, or nursing home, in which infectious waste is generated – and that are mixed with infectious waste.
- (5) *Human tissue* means tissue removed from human beings. This does not include hair or nails, but does include teeth.

LDPE means low density polyethylene, labeled by the SPI code #4.

Magazines means magazines and other materials printed on similar paper.

Major appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater, or stove.

Multi-family dwelling means a property containing five or more residential units, including those which are occupied seasonably.

Newspaper means a newspaper and other materials printed on newsprint.

Noncollectible recyclables means lead acid batteries, major appliances, waste oil, yard waste, plastic containers that are made of something other than PETE, HDPE, PVC, LDPE, or PP, foam polystyrene packaging, waste tires, and any other material prohibited by state law to be placed into a landfill that is not covered by a variance and that is not a *collectable recyclable*.

Noncollectible refuse means items that are residential in origin, nonrecyclable, and that do not meet the definition of collectible refuse.

Non-residential facilities and properties means commercial, retail, industrial, institutional, and governmental facilities and properties. This term does not include multi-family dwellings.

Office paper means high grade printing and writing papers from offices in non-residential facilities and properties. Printed white ledger and

computer printouts are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

Outdoor precollection storage container means a metal or resinous container which is flyproof and rodentproof with a tightfitting cover. *Outdoor precollection storage container* includes, but is not limited to, containers provided by the department of public works.

Person includes any individual, corporation, partnership, association, local government unit, as defined in Wis. Stat. § 66.0131(1)(a), state agency or authority, or federal agency.

PETE or *PET* means polyethylene terephthalate, labeled by the SPI code #1.

Plastic container means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

PP means polypropylene, labeled by the SPI code #5.

Prohibited materials means explosives; toxic metals and chemicals; asbestos products and wastes; solvents, thinners, and oil- or lead-based paint; fuel oils; gasoline tanks or cans and all liquid storage containers five gallons or larger; automobile, truck, and tractor tires; animal carcasses; infectious wastes and other hazardous wastes; and construction, demolition, and remodeling debris.

PVC means polyvinyl chloride, labeled by the SPI code #3.

Recycling means the marketing or other reuse of materials that have previously been considered wastes.

Resident dropoff site means a municipal facility for the collection of certain noncollectible refuse or noncollectible recyclables.

Residential in origin means produced or accumulated in buildings of four or fewer residential units.

Residential unit means a structure or portion of a structure capable of independent habitation by a family unit.

Solid waste has the meaning specified in Wis. Stat. § 289.01(33).

Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage, or defect.

Yard waste means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots, or shrubs with intact root balls.

Sec. 102-2. *Penalties.*

- (a) A violation of any of the sections in this chapter which results in any refuse or recyclables being placed at the curb or alley line not suitable for collection shall, after reasonable effort to give 48 hours' notice to the abutting property owner or resident, be deemed just cause to be collected by the department of public works. The department of public works shall keep accurate account of the expenses of collection and disposal, and the whole of these expenses, plus 50 percent, shall be assessed to the property owner and, if not paid within the period fixed by the department of public works, shall become a lien on the property and shall automatically be included in the next tax collection and collected as other taxes are collected.
- (b) A violation of any of the sections of this chapter, other than those for which a penalty is specifically provided in this section, shall subject the violator to a forfeiture of not less than \$50.00 or more than \$250.00 for the first offense within a 12-month period, a forfeiture of not less than \$100.00 or more than \$500.00 for the second offense within a 12-month period, a forfeiture of not less than \$250.00 or more than \$2,000.00 for the third and subsequent offense within a 12-month period, together with the cost of prosecution, and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed ten days. In addition, any costs incurred by the city for cleanup and disposal as a result of the violation shall be added as recoverable costs.
- (c) A violation of Section 102-41, Sections 102-43 through 102-46 or Section 102-87 shall result in a forfeiture of not less than \$50.00 or more than \$250.00 plus the costs of prosecution, plus the expenses of collection and disposal as provided in subsection (a) of this section for the first offense; a forfeiture of not less than \$100.00 or more than \$500.00 plus the costs of prosecution, plus any costs incurred by the city for cleanup and disposal as a result of the violation, plus the elimination of all city collection services for a period not to exceed six months for the second and each subsequent violation. In default of payment of the forfeiture imposed by this subsection, the property owner or resident may be imprisoned in the county jail until such forfeiture and costs are paid, but not to exceed 10 days.

- (d) A violation of Sections 102-8 or 102-9 shall subject the violator to a forfeiture of not less than \$50.00 or more than \$250.00 for the first offense and for any subsequent violation not less than \$100.00 or more than \$500.00, together with the costs of prosecution, and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 10 days.

Section 102-3. *Burning or burying refuse prohibited.*

It shall be unlawful for any person to burn out of doors or bury refuse or animal waste within the city or to leave such in the open for a period in excess of 24 hours, except as specified in Section 102-4.

Section 102-4. *Composting.*

It shall be lawful to utilize grass, leaves, and garden waste for composting purposes in a manner which does not create a nuisance or is not offensive in smell or unsightly in appearance.

Section 102-5. *Littering prohibited generally.*

It shall be unlawful for any person to throw, drop, cast, or deposit upon any street, alley, sidewalk, yard, or premises, public or private, any cans, paper, trash, paper containers, rubbish, bottles, filth of any kind, or any other form of litter or waste matter.

Section 102-6. *Control of litter on business premises.*

- (a) *Generally.* The owner or occupant of any store or other place of business situated within the city shall exercise reasonable diligence at all times to keep his premises clean of wastepaper, wrapping paper, paper napkins, cartons, package containers, and other used or waste materials thrown or left on the premises by his customers, and to take reasonable measures to recycle or dispose of these materials in accordance with this chapter and applicable state laws and regulations.
- (b) *Receptacles.* Appropriate receptacles of sufficient size and number shall be placed on the premises accessible to the customers of such business where the articles of waste referred to in subsection (a) of this section may be recycled or disposed of in accordance with this chapter and applicable state laws and regulations.

Section 102-7. *Control of litter by customer.*

It shall be unlawful for any customer going upon the premises of another to in any manner dispose of wastepaper, wrapping paper, paper napkins, cartons, package containers, or other waste materials, except in receptacles provided for such purposes.

Section 102-8. *Compliance by commercial haulers.*

Commercial haulers shall comply with all local and state laws, ordinances, and regulations relating to the proper collection and disposal of commercial refuse and commercial recyclables.

Section 102-9. *Recordkeeping by commercial hauler.*

Commercial haulers shall keep accurate records of commercial refuse and commercial recyclables collected, accumulated, or processed within the city by year for at least the most recent three years, and shall report these volumes to the department of public works at least annually by April 1 and upon request. Copies of these records shall be maintained by commercial haulers for at least three years, in a form consistent with reporting requirements of the state department of natural resources.

Section 102-10. *Illegal dumping or abandonment.*

It shall be illegal to dump or abandon any collectable or noncollectible residential, commercial, or industrial refuse, recyclables, or prohibited materials at any household, business, industry, government facility, church, school, or public or private lands.

Section 102-11. *Antiscavenging or unlawful removal of refuse/recyclables.*

It shall be unlawful for any person, except law enforcement personnel and authorized employees of the city, to collect or remove or cause to be collected or removed or otherwise meddle or tamper with any item which has been deposited or placed by any person for refuse/recyclable collection at the appropriate location for collection adjoining his premises.

Section 102-12. *Fees.*

The Common Council expressly notes that it may, from time to time, impose new fees, adjust the amount of existing fees, or eliminate any fee related to residential collection of refuse or residential collection of recycling. Any imposition, adjustment, or elimination of any fee related to residential collection of refuse or residential collection of recycling shall require appropriate notice and compliance with all applicable laws.

Sections 102-13 - 102-40. *Reserved*

ARTICLE II. COLLECTION

Section 102-41. *Supervision.*

- (a) The collection of collectable refuse and collectable recyclables of residential origin shall be made by the city under the supervision and direction of the department of public works or by a commercial hauler under contract with the city. Regulations for the orderly and efficient collection of such materials shall be established by the department of public works.
- (b) For the avoidance of doubt, the department of public works may collect items that are not of residential origin from buildings and properties owned or operated by the City of Sheboygan or pursuant to intergovernmental partnership agreement.

Section 102-42. *Additional regulations.*

The department of public works shall make such regulations as it deems necessary to carry out the orderly administration and disposal of refuse and recyclables of all kinds, and for efficient administration of the city's recycling program, which rules and regulations shall not be inconsistent with this chapter, and any violation thereof shall be deemed a violation of this chapter.

Section 102-43. *Outdoor precollection storage container specifications.*

Collectable refuse, collectable recyclables, and any noncollectible recyclables, noncollectible refuse or prohibited materials that a person stores outside shall be stored in metal or resinous rodentproof and flyproof containers with tight-fitting covers and shall be so placed as to not cause a rodent harborage. All containers used for the storage or accumulation of refuse or recyclables shall be kept in a clean condition so as not to be offensive in smell or unsightly in appearance. No container used for the storage or accumulation of refuse or recyclables may be kept, placed, maintained, or stored directly in front of a residential property or on a front porch or in the public right of way, except when placed out for collection in accordance with Section 102-45.

Section 102-44. *Curbside or alley collection container specifications.*

- (a) The department of public works will provide one container for collectable refuse and one container for collectable recyclables to the owner of each residential unit producing refuse and recycling that is residential in origin.

- (b) The department of public works will only accept collectable refuse and collectable recyclables that are contained within a department of public works-issued container with the lid fully closed. If the lid is not closed, the container is not suitable for collection, and will be collected in accordance with subsection 102-2(a). Collectable recyclables shall not be separately bagged within the department of public works-issued container.
- (c) In the event that the zoning or usage of a residential unit changes so that refuse and recyclables are no longer residential in origin, the residential unit shall, within fourteen (14) days, contact the department of public works to arrange for the containers for collectable refuse and collectable recycling to be picked up.
- (d) In the event that a container for collectable refuse or collectable recyclables is damaged, lost, stolen, or destroyed, the residential unit shall, within seven (7) days, contact the department of public works to arrange for a replacement cart. The department of public works may impose a container replacement charge of up to \$62.00 to recover its costs. The amount charged by the department of public works shall not exceed the reasonable costs incurred by the department of public works.
- (e) The containers for collectable refuse and collectable recyclables in subsection (a) stay with the residential unit. In the event that a resident moves, the containers should stay at the residential unit. In the event that the resident moves and does not leave all containers at the residential unit, the department of public works shall impose a container replacement charge of \$62.00 to cover the costs of replacing the container.

Section 102-45. *Collection container location and collection time.*

- (a) Collectable refuse in a department of public works-issued container shall be made available to the city collection crews by 7:30 a.m. on the scheduled collection date, but shall not be made available before 5:00 p.m. on the day preceding the scheduled collection date.
- (b) If a property is designated by the department of public works for alley refuse and recycling collection, collectable refuse shall be made available to the city collection crews in a department of public works-issued container by being placed in an unobstructed location at and parallel to the alley with the container's numbered side facing the alley. If a property is not designated by the department of public works for alley refuse and recycling collection, collectable refuse shall be made available to the city

collection crews in a department of public works-issued container by being placed in an unobstructed location at and parallel to the curb of the street with the container's numbered side facing the street. Where no curbs are present, collectable refuse shall be made available to the city collection crews in a department of public works-issued container by being placed in an unobstructed location at and parallel to the street at the edge of the roadway with the cart's numbered side facing the street. No collection will be made from within any garage, shed, residence, building, or vehicle.

- (c) Each department of public works-issued container that is made available to the city collection crews shall be at least four feet from any other department of public works-issued container and at least four feet from any other object, such as a tree, mailbox, or parked vehicle.
- (d) No department of public works-issued container will be collected from atop or behind a snow bank. When snow is present, the resident shall clear a four foot square area around each department of public works-issued container. If snow has not been sufficiently cleared around each department of public works-issued container, the container is not suitable for collection, and will be collected in accordance with Section 102-2(a).
- (e) Requests for an alternative to the provision of Section 102-45(a) - (d) may be made by application to the superintendent of streets and sanitation who will consider all relevant facts and circumstances and determine what, if any, accommodation is appropriate. An appeal from the decision of the superintendent of streets and sanitation shall be heard by the public works committee.

Section 102-46. *Limitation in collection.*

- (a) The city shall collect collectable refuse that is residential in origin, as defined in Section 102-1.
- (b) No person shall deposit at the curb or alley for collection any commercial refuse, noncollectible recyclables, noncollectible refuse, or prohibited materials.

Section 102-47. *Resident dropoff site.*

- (a) The city shall provide at least one resident dropoff site to which residents may haul and dispose of certain noncommercial noncollectible refuse or noncollectible recyclables.
- (b) The facility shall be regulated by schedules and regulations, including regulations regarding items accepted by the resident dropoff site, as provided for and deemed necessary by the department of public works under the direction of the public works committee.
- (c) The facility shall be restricted to use by persons living in buildings of four or fewer living units in the City of Sheboygan. The department of public works may verify residence to restrict the use of this facility to only those residents of the city.

Section 102-48. *Schedules for collection.*

The collection of collectable refuse shall be once weekly from every residential building of four or fewer living units under schedules to be determined by the department of public works.

Section 102-49. *City collection of collectable recyclables.*

Collectable recyclables in a department of public works-issued container shall be collected from residential buildings of four or fewer living units under schedules to be determined by the department of public works. The container shall be placed in accordance with the provisions of Section 102-45. Collectable recyclables shall not be separately bagged within the department of public works-issued container. If collectable recyclables are separately bagged within the container, the container is not suitable for collection, and will be collected in accordance with Section 102-2(a).

Section 102-50. *Storage facilities for commercial refuse and recyclables.*

Commercial refuse and recyclables shall be stored in approved storage containers or facilities. These storage facilities shall be so constructed as not to cause an odor nuisance, rat harborage nuisance, or a condition leading to the wind scattering materials, and shall be located as to permit use by the occupants of the dwelling units and commercial establishments without their being extendedly exposed to extreme weather conditions. Failure to provide such storage facilities shall constitute a public nuisance.

Section 102-51. *Incineration of refuse.*

- (a) All refuse incinerators in or on the premises of multi-family dwellings defined in Section 102-1 and commercial establishments shall be of the type with DNR- and EPA-approved devices to effectively control air pollution. All exhaust stacks shall be of sufficient height so as not to cause a pollution nuisance to surrounding dwellings or commercial establishments.
- (b) All incinerators installed for dwellings with less than four residential living units and on premises other than commercial establishments shall have approved air pollution control devices and exhaust stacks of sufficient heights so as not to cause a pollution nuisance to surrounding dwellings or commercial establishments.

Section 102-52. *Commercial and industrial refuse*

Commercial refuse, as defined in Section 102-1, shall be disposed of by the owner of the premises or by private haulers. Noncollectible commercial refuse, recyclable and prohibited materials shall be disposed of by the business, industry, or agency generating such refuse at its expense in compliance with all local, state, and federal laws and regulations.

Sections 102-53 - 102-80. *Reserved*

ARTICLE III. RECYCLING

Section 102-81. *Purpose.*

The purpose of this Article is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in Wis. Stat. § 287.11 and Wis. Admin. Code NR 544. This Article is adopted as authorized by Wis. Stat. § 287.09(3)(b).

Section 102-82. *Interpretation.*

For the avoidance of doubt, this Article shall be held to be the minimum requirements, and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this Article may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this ordinance is required by Wisconsin Statutes, or by a standard in Wis. Admin. Code Chapter NR 544, and where the provision of this Article is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and Administrative Code in effect on the date of the adoption of this Article, or in effect on the date of the most recent text amendment to this Article.

Section 102-83. *Severability.*

Should any portion of this Article be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Article shall not be affected.

Section 102-84. *Applicability.*

The requirements of this Article apply to all persons within the City of Sheboygan, Wisconsin.

Section 102-85. *Administration.*

The provisions of this Article shall be administered by the director of public works or the director's designee.

Section 102-86. *Definitions.*

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Other resins or multiple resins mean plastic resins, labeled by the SPI code #7.

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Wis. Stat. § 291.01(7), and waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Wis. Stat. § 289.01(17).

PS means polystyrene, labeled by the SPI code #6.

Recyclable materials includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers, waste tires; and bi-metal containers.

Solid waste facility has the meaning specified in Wis. Stat. § 289.01(35).

Solid waste treatment means any method, technique, or process which is designed to change the physical, chemical, or biological character or composition of solid waste. *Solid waste treatment* does not include the

treatment of post-use plastics or nonrecycled feedstock at a pyrolysis or gasification facility.

Section 102-87. *Separation of Recyclable Materials.*

Occupants of single family and two to four unit residences, multi-family dwellings, and non-residential facilities and properties shall separate the following materials from postconsumer waste:

- (1) Lead acid batteries
- (2) Major appliances
- (3) Waste oil
- (4) Yard waste
- (5) Aluminum containers
- (6) Bi-metal containers
- (7) Corrugated paper or other container board
- (8) Foam polystyrene packaging
- (9) Glass containers
- (10) Magazines
- (11) Newspaper
- (12) Office paper
- (13) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins
- (14) Steel containers
- (15) Waste tires

Section 102-88. *Exemption from separation requirements.*

The separation requirements of Section 102-87 do not apply to the following:

- (1) Occupants of single family and two to four unit residences, multi-family dwellings, and non-residential facilities and

properties that send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in Section 102-87 in as pure a form as is technically feasible.

- (2) Solid waste which is burned as a supplement fuel at a facility, if less than 30% of the heat input to the facility is derived from the solid waste burned as supplement fuel.
- (3) A recyclable material specified in Section 102-87(5) - (15) for which a variance has been granted by the Department of Natural Resources under Wis. Stat. § 287.11(2m) or Wis. Admin. Code NR 544.14 and is in effect at the time of collection.

Section 102-89. *Care of separated recyclable materials.*

To the greatest extent practicable, the recyclable materials separated in accordance with Section 102-87 shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including - but not limited to - household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions.

Section 102-90. *Management of lead acid batteries, major appliances, waste oil, and yard waste.*

Occupants of single family and two to four unit residences, multi-family dwellings, and non-residential facilities and properties shall manage lead acid batteries, major appliances, waste oil, and yard waste as follows:

- (a) Lead acid batteries shall be recycled. This may be done by delivering them to vehicle battery retailers, commercial installers, auto salvage yards, or scrap dealers, some of whom may charge a fee for accepting them.
- (b) Major appliances shall be recycled. This may be done by delivering them to or arranging for pick-up by private appliance dealers or scrap dealers, some of whom may charge a fee for accepting them.
- (c) Waste oil shall be recycled. It shall be taken to a state approved used oil collection center. Occupants of single family and two to four unit residences may deposit waste oil in collection containers at the resident dropoff site.

- (d) Yard waste shall be recycled. Occupants of single family and two to four unit residences may deposit grass and small branches at the resident dropoff site.

Section 102-91. *Preparation and collection of recyclable materials.*

Except as otherwise directed by this Chapter, occupants of single family and two to four unit residences shall do the following for the preparation and collection of the separated materials specified in Section 102-87.

- (a) Aluminum containers shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (b) Bi-metal containers shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (c) Corrugated paper or other container board shall be flattened, reduced and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (d) Foam polystyrene packaging is currently covered by a statewide variance by the Department of Natural Resources and, therefore, shall be prepared and placed in a department of public-works issued refuse container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (e) Glass containers shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (f) Magazines shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (g) Newspaper shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.

- (h) Office paper shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (i) Rigid plastic containers shall be prepared and collected as follows:
 - (1) Plastic containers made of PET and with SPI code #1 with screw tops only, shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
 - (2) Plastic containers made of HDPE natural and color bottles with SPI code #2, shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
 - (3) Plastic containers made of PP with SPI code #5 and their lids, shall be shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
 - (4) Other plastic containers are currently covered by a statewide variance by the Department of Natural Resources and, therefore, shall be prepared and placed in a department of public-works issued refuse container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (j) Steel containers shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (k) Waste tires shall be delivered to a commercial hauler or other location that accepts waste tires.

Section 102-92. *Responsibilities of owners or designated agents of multi-family dwellings.*

- (a) Owners or designated agents of multi-family dwellings shall do all of the following to recycle the materials specified in Section 102-87(5) - (15):

- (1) Provide adequate, separate containers for the recyclable materials.
 - (2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
 - (3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
 - (4) Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods of sites, locations and hours of operation, and a contact person or company, including a name, address, and telephone number.
- (b) The requirements in Section 102-92(a) do not apply to the owner or designated agent of a multi-family dwelling if the material specified in Section 102-87(5) - (15) is exempt from separation requirements pursuant to Section 102-88.

Section 102-93. *Responsibilities of owners or designated agents of non-residential facilities and properties.*

- (a) Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in Section 102-87(5) - (15):
- (1) Provide adequate, separate containers for the recyclable materials.
 - (2) Notify in writing, at least semi-annually, all users, tenants, and occupants of the properties about the established recycling program.
 - (3) Provide for the collection of the materials separated from the solid waste by the users, tenants, and occupants, and the delivery of the materials to a recycling facility.
 - (4) Notify users, tenants, and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods, or sites, locations and hours of

operation, and a contact person or company, including a name, address, and telephone number.

- (b) The requirements in Section 102-93(a) do not apply to the owner or designated agent of non-residential facilities and properties if the material specified in Section 102-87(5) - (15) is exempt from separation requirements pursuant to Section 102-88.

Section 102-94. *Prohibitions on disposal of recyclable materials separated from recycling.*

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in Section 102-87(5) - (15) which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

Section 102-95. *Enforcement.*

- (a) For the purpose of ascertaining compliance with the provisions of this Article, any authorized officer, employee, or representative of the City of Sheboygan may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multi-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential to the extent permitted by law to protect proprietary information. In the event that a person refuses access to any authorized officer, employee, or representative of the City of Sheboygan who requests access for the purpose of inspection, and who presents appropriate credentials, the authorized officer, employee, or representative may make an inference of noncompliance.
- (b) Any person who violates a provision of this ordinance may be issued a citation by an authorized official of the City of Sheboygan. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.
- (c) Penalties for violating this Article are set forth in Section 102-2."

Section 2. Section 1-14 of the Sheboygan Municipal Code entitled "Issuance of citations by city inspectors for violations of certain ordinances" is amended in subsection (a)(2) to read as follows:

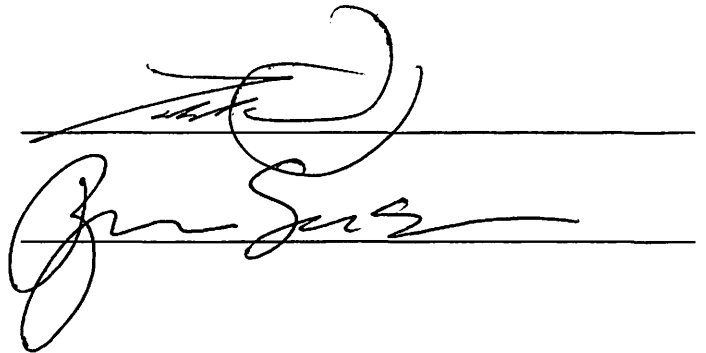
"Sec. 1-14. Issuance of citations by city inspectors for violations of certain ordinances.

(a) . . .

(2) Building inspectors issuing citations for violations of chapters 26, 46, 50, 66, 102, 110, 122, 138, and section 134-109 of the Sheboygan Municipal Code, and violations of the Sheboygan Zoning Ordinance;

. . . "

Section 3. 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 and as of May 1, 2020.



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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: General Ordinance repealing and recreating Chapter 102 of the Sheboygan Municipal Code relating to solid waste and recycling and amending Section 1-4 (a) (2) regarding issuance of citations.

REPORT PREPARED BY: Jason Blasiola, Superintendent of Streets & Sanitation

REPORT DATE: September 18, 2019

MEETING DATE: September 24, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The City of Sheboygan is transitioning to automated cart-based garbage and recycling collection system. As part of the transition, the City is updating the current solid waste and recycling ordinance.

STAFF COMMENTS: The Department of Public Works along with the City of Attorney's Office suggests the following changes to the ordinance:

- Update recycling guidelines and definitions to be consistent with current State of Wisconsin Statutes
- Including the Garbage and Recycling Fee in the ordinance
- Require that citizens use the City provided container to dispose of solid waste and recycling
- All solid waste and recycling must fit within the container with the lid fully closed
- In the event that a container is damaged or lost a fee of \$62 may be imposed
- Containers must be set out before 7:30 am the scheduled collection date and not before 5:00 pm the day preceding the scheduled collection
- Containers must be placed in an unobstructed location parallel to the alley or curb with numbers facing the right-of-way
- Containers must be at least four feet from any other object
- Recyclables shall not be bagged in the container
- Containers cannot be kept, placed, maintained or stored directly in front of a residential property or on a front porch or in the public right-of-way, except when placed out for collection
- Building Inspectors will have the ability to issue citations under chapter 102

ACTION REQUESTED: Motion to recommend to Common Council adopt Res. No. 19-19-20 repealing and recreating Chapter 102 of the Sheboygan Municipal Code relating to solid waste and recycling and amending Section 1-4 (a) (2) regarding issuance of citations.

ATTACHMENTS:

- I. Gen. Ord. No. 19-19-20

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 92 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 24, 2019.

A RESOLUTION authorizing the emergency slope repair along the Sheboygan River near S. Water Street and Jefferson Avenue.

WHEREAS, the slope has eroded along the Sheboygan River near S. Water Street and Jefferson Avenue; and

WHEREAS, one local impact from this slope failure was significant erosion along the Sheboygan River bank near S. Water Street and Jefferson Avenue, which requires immediate action to repair.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Buteyn-Peterson Construction Co., Inc. in substantially similar form to that attached, for repair of the slope as a result of the erosion.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the total amount of \$221,900.00 as follows: \$73,966.67 from Account No. 10133140-530290 (Streets-Construction Materials), \$73,966.67 from Account No. 10133150-530290 (Storm Water Management), and \$73,966.66 from Account No. 60134110-530290 (Wastewater-Sanitary Maintenance-Construction Materials) pursuant to the contract.

*Public Works
Committee*

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
BUTEYN-PETERSON CONSTRUCTION CO., INC**

**REGARDING THE REPAIR OF THE SLOPE ALONG THE SHEBOYGAN RIVER NEAR
CENTRAL HIGH SCHOOL**

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Buteyn-Peterson Construction Co., Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City became aware of an erosion issue along the Sheboygan River near Central High School; and

WHEREAS, this issue requires immediate action repair; and

WHEREAS, Contractor is willing and able to repair the erosion along the Sheboygan River Bank under the terms set forth in this Agreement.

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

Article 1. Scope of Services

Contractor shall provide all services and materials necessary to repair the slope along the Sheboygan River near Central High School (the "Services").

Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be affected by Contractor's operations, at least three (3) business days before beginning operations. Contractor shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Contractor shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of Contractor.

Article 2. Standard of Care

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

Article 3. Responsibilities of the City

The City designates Ryan Sazama as its designated project manager for purposes of this Agreement. The City’s project manager is explicitly authorized to make necessary decisions regarding materials to be used for the completion of the services, so long as the Not to Exceed Amount in Article 4 is not exceeded.

Article 4. Compensation

The City shall pay Contractor for all fees and expenses in an amount not to exceed Two Hundred Twenty One Thousand Nine Hundred Dollars (\$221,900).

Upon completion of the Services, Contractor shall submit an invoice to the City which shall not exceed the amounts specified in the Fee Schedule which is attached to this Agreement as Exhibit A for each aspect of the Services.

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

The invoice shall be sent to:

Ryan Sazama
Department of Public Works
City of Sheboygan
2026 New Jersey Ave.
Sheboygan, Wisconsin 53081

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

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

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

- Defective work.

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

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

Article 5. Appropriation of Funds

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

Article 6. Performance and Payment Bond

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

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

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

Article 7. Schedule

Contractor shall begin the Services as soon as is practicable after this Agreement is approved by the Common Council of the City of Sheboygan and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed. The Parties anticipate that approval to occur at the Council's meeting on October 7, 2019.

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

Article 8. Quality of Materials

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

Article 9. Safety Requirements

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Open Records

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

Article 11. Termination

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

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

Article 12. Default

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

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

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

Article 13. Identity of Contractor

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

Article 14. Independent Contractor Status

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

Article 15. Indemnification

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

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

Contractor shall further indemnify, defend, and hold harmless the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 16. Insurance

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

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

- a. **Workers' Compensation Insurance** — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. **Commercial General Liability Insurance** — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the

required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest

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

Article 18. Waiver

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

Article 19. Severability

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

Article 20. Assignment

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

Article 21. Third Party Rights

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

Article 22. Governing Law and Venue

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

Article 23. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws

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

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

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

Article 25. Notices

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

City:

Contractor:

City Clerk	Mike Kleist
City of Sheboygan	Buteyn-Peterson Construction
828 Center Ave.	N7337 Dairyland Drive
Sheboygan, Wisconsin 53083	Sheboygan, Wisconsin 53083

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

Article 26. Intent to be Bound

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

Article 27. Force Majeure

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

Article 28. Integration and Modification

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

Article 29. Non-Collusion

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

- a. The prices in its quote, as incorporated into Article 4, were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
- b. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote for the purpose of restricting competition.

Article 30. Other Provisions

- a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.
- e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power,

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

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

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Michael J. Vandersteen, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the emergency slope repair along the Sheboygan River near S. Water Street and Jefferson Avenue.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 19, 2019

MEETING DATE: September 24, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: Several weeks ago the Department of Public Works became aware of the failing/eroding embankment/hill near the intersection of S. Water Street and Jefferson Avenue. If left unattended the condition will keep failing, eroding becoming less manageable to repair and the expense of the repair will increase.

STAFF COMMENTS: As soon as this was brought to city staff's attention we immediately sought contractor pricing to perform the long-term repair of this embankment. The Department of Public Works received a quote from the Buteyn-Peterson Construction Co. of Sheboygan. We have hired the Buteyn-Peterson Construction Co. to repair similar eroded embankments throughout the City over the years with much success. This repair is scheduled shortly after this resolution is approved at the October 7th Sheboygan Common Council meeting.

The cost of the repair will be \$221,900.00. The funds will be drawn from the following accounts.

- Account Number 10133140-530290 in the amount of \$73,966.66
- Account Number 10133150-530290 in the amount of \$73,966.66
- Account Number 60134110-530290 in the amount of \$73,966.66

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 92-19-20 authorizing the emergency slope repair along the Sheboygan River near S. Water Street and Jefferson Avenue.

ATTACHMENTS:

- I. Res. No. 92-19-20
- II. Buteyn- Peterson Construction Co., Inc. Agreement
- III. Buteyn- Peterson Construction Co., Inc. proposal Exhibit A.