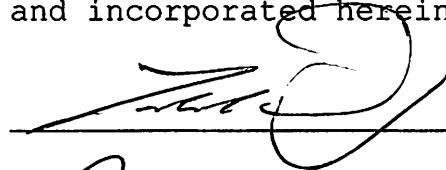
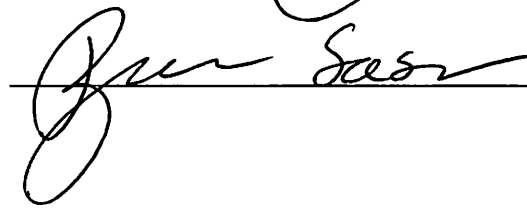


**\*\*\*ATTACHMENTS\*\*\***

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

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

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

  
\_\_\_\_\_  
  
\_\_\_\_\_

*Public Works*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

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

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

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

1. Subsection 3(B) of the Agreement shall be amended to state, in full: **"Additional offerings. Vendor shall provide and offer for sale a light food menu. This menu shall include pretzels and snacks, and may also, but is not obligated to, include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan. If Vendor obtains and maintains the appropriate alcohol permits, Vendor may serve wine at the Premises."**
2. Subsection 3(S) of the Agreement shall be amended to state, in full: **"Payment. For the use of the Premises and the right to provide the services set forth therein, in addition to the utility costs imposed under Subsection G and the security deposit under subsection R above, Vendor agrees to pay the City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax minus Actual Credit Card Processing Fee minus Tips) (the "City Fee"). For the avoidance of doubt, Gross Revenue shall not include any Glass Deposit that Vendor receives, and no deduction from Gross Revenue shall be made for the return of any Glass Deposit. In 2019, Vendor shall remit the City Fee no later than December 1, 2019. Vendor may, but is not required to, make voluntary payments toward the City Fee prior to December 1, 2019. For all years after 2019, Vendor shall make estimated payments in fourths due no later than July 1, August 15, and October 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than December 1 of each year."**
3. Paragraph 23 contains a definition of "Sales Reports." That definition shall be amended to state, in full: **"Sales Reports shall contain: (1) quantities purchased, by SKU; (2) revenues generated, by SKU; (3) total gross revenue; (4) sales taxes; (5) credit card processing fee; (6) total Net Revenue; and (7) the City Fee."**



**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Resolution authorizing the appropriate City officials to execute the Amendment to Operating Agreement between City of Sheboygan and Power Pubs, LLC.

---

**REPORT PREPARED BY:** Joseph L. Kerlin, Superintendent of Parks and Forestry

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**REPORT DATE:** March 20, 2019

**MEETING DATE:** March 26, 2019

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:** On September 3, 2018 an operating agreement between City of Sheboygan and Power Pubs, LLC. was signed allowing Power Pubs, LLC. to operate a German Biergarten in Kiwanis Park. The below amendments, outlined in yellow and underlined, are being requested, by both parties to the agreement.

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

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

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

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

2. *Subsection 3(S) of the Agreement shall be amended to state, in full: “Payment. For the use of the Premises and the right to provide the services set forth therein, in addition to the utility costs imposed under Subsection G and the security deposit under subsection R above, Vendor agrees to pay the City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax minus Actual Credit Card Processing Fee minus Tips) (the “City Fee”). For the avoidance of doubt, Gross Revenue shall not include any Glass Deposit that Vendor receives, and no deduction from Gross Revenue shall be made for the return of any Glass Deposit. In 2019, Vendor shall remit the City Fee no later than December 1, 2019. Vendor may, but is not required to, make voluntary payments toward the City Fee prior to December 1, 2019. For all years after 2019, Vendor shall make estimated payments in fourths due no later than July 1, August 15, and October 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than December 1 of each year.”*
3. *Paragraph 23 contains a definition of “Sales Reports.” That definition shall be amended to state, in full: “Sales Reports shall contain: (1) quantities purchased, by SKU; (2) revenues generated, by SKU; (3) total gross revenue; (4) sales taxes; (5) credit card processing fee; (6) total Net Revenue; and (7) the City Fee.*

**STAFF COMMENTS:** Amendments have been discussed City Staff and recommend approval.

**ACTION REQUESTED:** Motion to recommend the Common Council approve Res No. 189-18-19 authorizing the appropriate City officials to execute the Amendment to Operating Agreement between City of Sheboygan and Power Pubs, LLC.

**ATTACHMENTS:**

- I. Res. No. 189-18-19
- II. Amendment to Operating Agreement

~~X~~

6.2

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

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

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

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

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

. . .

(c) On-leash areas.

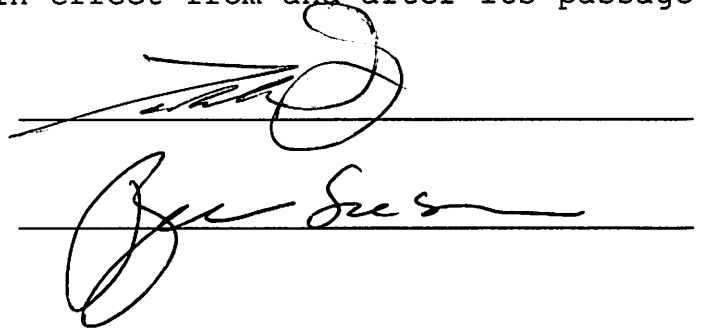
(1) Pets shall be allowed at the following locations: provided they are restrained by a substantial leash or chain not exceeding eight feet in length, or a retractable leash not exceeding 15 feet in length in the hands of a person directly controlling the movement of the animal:

. . .

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

Public Works

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



The image shows two handwritten signatures on horizontal lines. The top signature is a cursive signature that appears to be 'John J. ...'. The bottom signature is a cursive signature that appears to be 'John J. ...'.

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

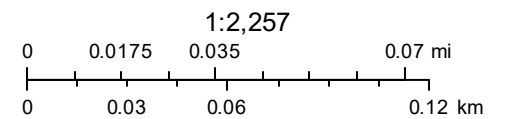
# ArcGIS Web Map



March 21, 2019

STREETS - US Census Bureau WI Roads

TaxParcel



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri

Web AppBuilder for ArcGIS  
Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA |

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** An ordinance amending Section 18-15 of the Sheboygan Municipal Code to add a portion of Kiwanis Park as an area in which pets may be present when on a leash.

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**REPORT PREPARED BY:** Joseph L. Kerlin, Superintendent of Parks and Forestry

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**REPORT DATE:** March 20, 2019

**MEETING DATE:** March 26, 2019

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**FISCAL SUMMARY:**

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

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**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
Municipal Code: Sec. 18-15

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**BACKGROUND / ANALYSIS:** In an effort to make the new Biergarten in Kiwanis Park a family friendly environment for all, the operator of the Biergarten is requesting that pets be allowed in the Biergarten designated area.

**STAFF COMMENTS:** City Staff are recommending approval of this ordinance amendment that includes allowing pets on a leash in the Biergarten and all of Area Eight of Kiwanis Park.

**ACTION REQUESTED:** Motion to recommend the Common Council approve G.O. No. 49-18-19 an ordinance amending Section 18-15 of the Sheboygan Municipal to add a portion of Kiwanis Park as an area in which pets may be present when on a leash.

**ATTACHMENTS:**

- I. G.O. No. 49-18-19
- II. Outline of Area Eight

**EXHIBIT A  
SITE PLAN  
KIWANIS PARK BIERGARTEN**

Area 2



City of Sheboygan GIS // 7/24/2018 1:21 PM // kerin

**PREMISES - BIERGARTEN**

~~X~~

Gen. Ord. No. 50 - 18 - 19. By Alderpersons Wolf and Sorenson.  
March 18, 2019.

AN ORDINANCE amending Section 74-57 of the Sheboygan Municipal Code with regard to locations in which the prohibition of glass beverage containers does not apply.

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

Section 1. Section 74-57 of the Municipal Code entitled "Glass beverage containers" is hereby repealed and recreated in subsection (b) thereof to read as follows:

"Sec. 74-57. Glass beverage containers.

. . .

(b) This section shall not apply to the following:

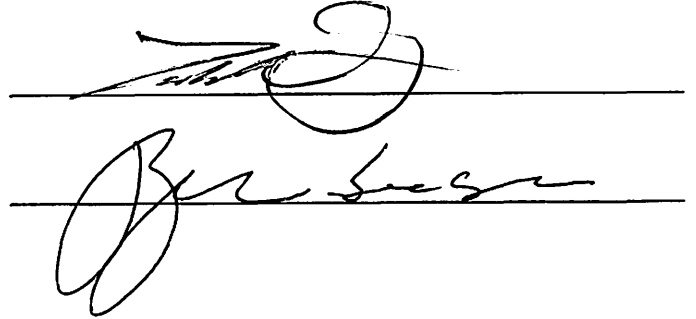
. . .

- (3) Persons possessing a cup, glass, bottle or other container made of glass designed or used for holding a beverage in Area 8 of Kiwanis Park for which a deposit has been paid to a Biergarten authorized by the Common Council.
- (4) Where otherwise provided by approval of the director of engineering and public works for other organized functions."

*Public works*



Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



Two handwritten signatures are present on horizontal lines. The top signature is a stylized, cursive name. The bottom signature is a more legible cursive name, possibly "B. J. ...".

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:** An Ordinance amending Section 74-57 of the Sheboygan Municipal Code with regard to locations in which the prohibition of glass beverage containers does not apply.

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**REPORT PREPARED BY:** Joseph L. Kerlin, Superintendent of Parks and Forestry

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**REPORT DATE:** March 20, 2019

**MEETING DATE:** March 26, 2019

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**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: Sec. 74-57

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**BACKGROUND / ANALYSIS:** The operator of the new Biergarten in Kiwanis Park will be serving beverages in glass containers similar to an authentic Biergarten. Glass containers used for this purpose will only be allowed in the Biergarten area during business hours of the Biergarten.

**STAFF COMMENTS:** City Staff are recommending approval of this ordinance amendment.

**ACTION REQUESTED:** Motion to recommend the Common Council approve Gen. Ord. No 5-18-19 an ordinance amending Section 74-57 of the Sheboygan Municipal Code with regard to locations in which the prohibition of glass beverage containers does not apply.

**ATTACHMENTS:**

- I. G.O. No. 50-18-19
- II. Outline of Biergarten designated area

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing emergency slope repair along the Sheboygan River near New Jersey Avenue and S. 17<sup>th</sup> Street.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** March 21, 2019

**MEETING DATE:** March 26, 2019

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 10133150-521900  
Budget Summary: Stormwater  
Contracted Services  
Budget Expenditure: \$41,406.00  
Budgeted Revenue: N/A

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

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**BACKGROUND / ANALYSIS:** On March 14, 2019, the Department of Public Works crews noticed a section of the embankment/hill on South 17<sup>th</sup> Street, north of New Jersey Avenue, failed from a combination of excessive rain and rapid snow melt. If left unattended the condition will keep failing, eroding, become less manageable to repair, and the expense of the repair will increase.

**STAFF COMMENTS:** As soon as this was brought to City staff 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 April 1, 2019 Sheboygan Common Council Meeting.

**ACTION REQUESTED:** Motion to approve Res. No. 197-18-19 authorizing emergency slope repair along the Sheboygan River near New Jersey Avenue and S. 17<sup>th</sup> Street.

**ATTACHMENTS:**

- I. Res. No. 197-18-19
- II. Buteyn-Peterson Construction Co., Inc. Agreement
- III. Buteyn-Peterson Construction Co., Inc. Proposal dated March 15, 2019



**PROPOSAL**

Date:	3/15/2019	Buteyn Peterson Authorized Signature:	
Proposal Submitted to:	City of Sheboygan		
Contact Name:	<a href="#">Ryan</a>	Date of Acceptance:	
Contact Phone:		Acceptance of Proposal:	
Project Name:	Grouted Rip Rap		

Repair slope on S 17th street using medium rip rap

We propose to install the grouted rip rap using the below unit prices, we estimate 2-3 days to complete

	qty	unit		unit \$		Total
Medium Rip Rap	500.00	Ton	\$	28.82	\$	14,410.00
Concrete Grout Mix	30.00	CY	\$	150.00	\$	4,500.00
exc, fabric, installatio:	1.00	LS	\$	22,496.00	\$	22,496.00
				total estimate:	\$	41,406.00

Please Call us if you have any questions,

Sincerely,

Buteyn-Peterson Construction  
 Mike Kleist



**DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

Res. No. 197 - 18 - 19. By Alderpersons Wolf and Sorenson.  
March 26, 2019.

A RESOLUTION authorizing emergency slope repair along the Sheboygan River near New Jersey Avenue and S. 17th Street.

WHEREAS, on March 13 to 15, 2019, rapidly melting snow caused numerous issues across the State of Wisconsin; and

WHEREAS, as a result, the Governor declared a state of emergency across the State; and

WHEREAS, one local impact from this rapid snow melt was significant erosion along the Sheboygan River bank near S. 17th Street, which requires immediate action to repair.

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

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$41,406.00 from the Storm Water Management Contracted Services Account No. 10133150-521900 pursuant to the contract.

\_\_\_\_\_  
\_\_\_\_\_

*Public Works*

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

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

**REGARDING THE REPAIR OF THE SLOPE ALONG THE SHEBOYGAN RIVER NEAR  
THE INTERSECTION OF NEW JERSEY AVENUE AND S. 17<sup>TH</sup> STREET**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Buteyn-Peterosn Construction Co., Inc. (“Contractor”).

WITNESSETH:

WHEREAS, on March 13 to 15, 2019, rapidly melting snow caused numerous issues across the State of Wisconsin; and

WHEREAS, as a result, the Governor declared a state of emergency across the State; and

WHEREAS, one local impact from this rapid snow melt was significant erosion along the Sheboygan River bank near S. 17<sup>th</sup> Street, which requires immediate action to repair; and

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

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

**Article 1. Scope of Services**

Contractor shall provide all services and materials necessary to repair the slope along the Sheboygan River near New Jersey Avenue and S. 17<sup>th</sup> Street using grouted medium rip rap (the “Services”).

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

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

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

the operations of utilities at any time. Contractor shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of Contractor.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the City**

The City designates Ryan Sazama as its designated project manager for purposes of this Agreement.

**Article 4. Compensation**

The City shall pay Contractor for all fees and expenses in an amount not to exceed Forty One Thousand Four Hundred Six Dollars (\$41,406).

Upon completion of the Services, Contractor shall submit an invoice to the City which shall be based upon the following fee schedule:

Medium Rip Rap	\$28.82 per ton
Concrete Grout Mix	\$150.00 per cubic yard
Installation	\$22,496.00

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

The invoice shall be sent to:

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

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

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

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

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

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

**Article 5. Appropriation of Funds**

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

**Article 6. Performance and Payment Bond**

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

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

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

**Article 7. Schedule**

Contractor shall begin the Services as soon as is practicable after this Agreement is approved by the Common Council of the City of Sheboygan and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed. The Parties anticipate that approval to occur at the Council's meeting on April 3, 2019.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

**Article 8. Quality of Materials**

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

**Article 9. Safety Requirements**

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

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

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

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

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

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

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

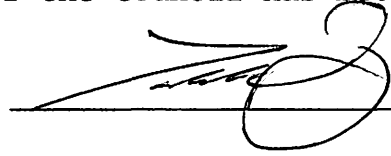
WHEREAS, the Council desires to use an appropriate financing mechanism to fund the new Vactor Truck; and

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

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

Public Works

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



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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 PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution by Alderperson Wolf to authorize the Purchasing Agent to communicate a commitment to MacQueen Equipment, Inc. that it is the City's intent to lease a new Vactor truck in 2020 due to the anticipated 12 plus month lead time subject to final approval of a suitable lease instrument by the Common Council.

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**REPORT PREPARED BY:** Bernard R. Rammer, Purchasing Agent

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**REPORT DATE:** March 18, 2019

**MEETING DATE:** March 26, 2019

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**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** In 2015 the City entered into a five year lease for a new Heavy Duty Sanitary Sewer maintenance vehicle known as a Vactor. In 2020, the City has the option to purchase the vehicle outright with a balloon payment or turn the vehicle in and lease a new machine. Due to the complex nature of the various systems on this truck along with the critical nature of its purpose, staff feels that leasing of a new truck is in the best interest of the city. While the lease does not mature until 2020, the lead time of 13-15 months necessitates that the city provide a commitment to the vendor, MacQueen Equipment Inc.



**STAFF COMMENTS:** Side to side comparison of the existing lease and the proposed lease

2015 5-year lease  
Truck Cost: \$383,515  
(4) Annual Payments of \$ 57,245  
Residual/Balloon \$ 134,230

2020 5-year lease  
Truck Cost: \$426,578-\$134,230=\$ 292,348  
(4) Annual Payments of \$45,340  
Residual/Balloon \$ 149,302

**ACTION REQUESTED:** Motion to recommend that the Common Council approve Resolution No. 194-18-19 to authorizing the appropriate City Officials to *commit* to the lease/purchase of a 2020 Vactor 2100+ to enable MacQueen Municipal Equipment to

pre-order or reserve the vehicle. A lease document will be brought to the Common Council for full approval in early 2020.

**ATTACHMENTS:**

- I. Res No. 194-18-19

# Analysis of the City of Sheboygan's Current Garbage & Recycling Collection and Implementing Automated Collection

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Foth Infrastructure & Environment, LLC  
8191 Birchwood Court, Suite L  
Johnston, IA 50131  
(515) 254-1393 • Fax: (515) 254-1642  
[www.foth.com](http://www.foth.com)

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## Attachments

- Appendix A: Survey Results and Comments
- RFB Automated Trucks
- Cart Specifications



## Section 1

### **Analysis of the current manual garbage and recycling collection system**

Foth was retained by the City of Sheboygan, Wisconsin (City) to conduct an independent analysis of the current manual garbage and recycling collection system operated by the City's Streets & Sanitation Division in comparison to two (2) potential options for services: in-house automated collection of garbage and recycling and contracted collection of garbage and recycling. The Streets & Sanitation Division's current fleet of trucks has an average age of eleven (11) years and several trucks are near the end of their useful life. City staff have been studying alternative collection methods for several years. The City is fully committed to providing quality, cost-effective collection service to the residents.

### **Executive Summary**

The City's Streets & Sanitation Division currently operates a residential garbage and recyclables collection system based on manual lifting and collection of materials from bags (purchased by residents). Continuing the current manual collection system utilizing split-body, rear-load packer trucks is identified as "Option 1" for purposes of this simple cost analysis. Option 1 has an estimated first year cost of \$8.63 per household per month.

The City directed Foth to analyze specific options for automating collection of both garbage and recyclables collection systems. The City could see cost savings, particularly in the long-term, if it converts to fully automated trucks for residential collection of garbage and recyclables. Other costs and benefits were also identified.

The two (2) options for conversion to a new automated system were:

**"Option 2"** The *City purchases and operates* seven (7) new Automated Side Loader (ASL) trucks. At an estimated purchase price of \$250,000 per truck, the total capital cost to the City of these new trucks is \$1.75 million. Foth used a cost estimate of \$250,000 for the first year capital costs for the trucks based on an expected useful life of 7 years. No truck replacement costs were included. Option 2, in total, has a first year cost estimate of approximately \$8.99 per household per month (including capital costs of carts).

**“Option 3”** The *City contracts* for automated collection of garbage and recyclables. Option 3 has an estimated first year cost of approximately \$10.41 per household per month based on an informal budgetary price quote from a potential local hauler. This informal budget quote assumes the City would own the carts and continue to do the billing. The City is also responsible for any costs associated with disposal of garbage and processing of recyclables, which is included in the approximate cost of \$10.41.

For Option 2 and Option 3, Foth assumed the City would continue a weekly garbage collection schedule and adjust to every other week recycling collection. Every other week recycling collection is a generally accepted industry practice for both municipal and private hauler recycling systems.

For this analysis, Foth also assumed that the City would own the new standardized garbage and recycling carts under either Option 2 or Option 3. Approximately 36,800 carts would need to be purchased by the City at an assumed price of \$57 per cart for an estimated capital cost of \$2.1 million. Based on an estimated 10-year useful life of the carts and a simple costing method, the capital costs of new carts would be about \$1.97 per household per month. This capital cost estimate of City purchase of the carts is included in the total per month cost estimate of Option 2 and Option 3.

Any conversion to a new automated collection system would require advance planning, a deliberate equipment procurement process, and a planned public education program.

## **Introduction**

This report provides a summary of the City’s existing collection system, including a description and analysis of current costs. The memo provides an independent, comparative cost analysis of alternative systems options.

This analysis is not a rate study nor an in-depth cash flow financial cost assessment of the City’s current and alternative system options. The full costs of the City’s current operation may need further review; municipal budgets for an operating division often do not include indirect costs including administrative overhead, adequate equipment replacement funds, etc.

Other system assumptions were held constant to simplify the cost comparison. For example, the total number of households served was assumed to be constant over the ten (10) year analysis. Also, while this memo mentions the potential for increased recycling and a corresponding reduced amount of garbage due to lidded recycling carts and the addition of a “Pay As You Throw”<sup>1</sup> fee schedule for the various garbage cart sizes, these variables are not included in this preliminary, simple cost analysis. However, since the City is paying the costs associated with disposal of garbage and processing of recyclables in both Options 2 and 3, an increase in recycling and decrease in garbage would effectively change the per household costs equally for either option.

Foth did not assume a change in the Parks Department collection system. The focus of this analysis was on the residential collection systems (for both garbage and recyclables). An analysis of the current garbage and recycling transfer, landfilling and recyclables processing / marketing arrangements was outside the scope of this project.

## **Methods**

Foth used a series of methods to conduct this analysis. Background data and information was requested and provided by City staff. Information and data were reviewed from the City web site including financial and budget reports. Information on the current system was analyzed and summarized in this memo, including the 2017 and 2018 Community Survey results.

Truck and cart equipment vendors were contacted to establish approximate purchase prices, truck specifications and performance information. This information about potential future collection improvements was analyzed and is summarized in this memo. A local third party waste hauler was contacted for budgetary pricing for a contract option service comparison. This information is also included in the memo.

Current solid waste system costs were quantified (Option 1). Equipment and operational changes were then applied within this cost analysis to analyze the capital and operating cost changes for converting to a fully automated system for residential collection of both garbage and recycling operated by the City (Option 2).

The possibility of cost savings from combining some small commercial accounts was not incorporated. Finally, a simple cost analysis was prepared to compare the “Contract Option” (Option 3) based on the informal price quote from one potential contractor.

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<sup>1</sup> “Pay As Your Throw” would include multiple cart sizes and a variable rate pricing system designed to encourage additional waste reduction and recycling (i.e., the larger cart services are more expensive).

## Summary of Current System Operations

The City's current solid waste collection system collects the following residential materials on a weekly basis as described on the City's "Garbage and Recycling" web page<sup>2</sup>:

- ◆ **Garbage.** Residents must use their own clear or opaque plastic bags (13 gallon minimum). Black bags, garbage cans or receptacles are not acceptable. Plastic grocery bags are not adequate to secure garbage. Refuse not suitable for placement in bags must be bundled (under three feet in any dimension and less than 35 pounds).
- ◆ **Recyclables.** Residents may commingle their City-specified recyclables into a single-stream of materials. For containers (cans, glass, plastics), residents must use blue plastic bags. Recyclable paper items may also be put into the blue bags in small sizes and quantities or may be bundled separately with string or twine (maximum of two feet square).

**Figure 1**  
**Sample Residential Recyclables Set Out**

*(Photograph provided by City Staff on July 10, 2018)*



<sup>2</sup> City of Sheboygan "Garbage and Recycling" web page:  
<http://www.sheboyganwi.gov/departments/public-works/streets-sanitation/garbage-and-recycling/>

Garbage and recyclables are *co-collected* on the same day by City crews in a split-body rear load packer truck. Sixty percent of the truck’s capacity is apportioned for garbage and forty percent for recyclables. Bags are manually lifted by City staff into one of the two rear loading hoppers.

**Figure 2**  
**Current Truck Design – Split Body, Rear Load Packers**

*(Photograph provided by City Staff on July 10, 2018)*



Bulky items (e.g., large appliances, furniture, etc.) and yard waste are not collected as part of the curbside program. The City has a “Residential Recycling Center” resident drop off for yard waste, drain oil, cooking oil, scrap metal, automotive batteries, and non- Freon appliances.<sup>3</sup>

The City Division of Streets and Sanitation (A Division of the Department of Public Works) operates the garbage and recycling collection system. The City’s “Solid Waste” Ordinance (Chapter 102) provides for the legal requirements, standards and system management of garbage and recycling including storage and collection.<sup>4</sup>

Table 1 lists the number and type of residential households served by the City garbage and recycling collection system.<sup>5</sup> Residential garbage and recycling are collected Monday through Friday each week. Residential drivers collect within the daily residential routes identified on the City’s map.<sup>6</sup>

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<sup>3</sup> City of Sheboygan “Residential Recycling Center” section of the “Streets & Sanitation” web page:  
<http://sheboyganwi.wpengine.com/departments/public-works/streets-sanitation/>

<sup>4</sup> City of Sheboygan “Solid Waste” Ordinance (Chapter 102):  
[https://library.municode.com/wi/sheboygan/codes/code\\_of\\_ordinances?nodeId=MUCO\\_CH102SOWA](https://library.municode.com/wi/sheboygan/codes/code_of_ordinances?nodeId=MUCO_CH102SOWA)

<sup>5</sup> Based on data provided by City staff via email on March 16, 2018.

<sup>6</sup> City map of Garbage and Recycling collection days:  
<https://gis.sheboyganwi.gov/portal/apps/webappviewer/index.html?id=32c1f3a92a9e44379f744c2b8562e5d6>

**Table 1**  
**Residential Garbage and Recyclables by Type of Households**  
*(Number of Households)*

<b>Total Collection Points (Households Served)</b>	<b>18,397</b>
Single Family Residence	12,891
Two Family Units (Duplexes)	4,836
Three Family Units (Triplexes)	282
Four Family Units (Quadplexes)	388

Garbage and recyclables are hauled and unloaded separately at the Waste Management Inc. – Sheboygan Falls Transfer Station. According to City staff, the 2018 tipping fees are \$47.84 for garbage and \$0.00 for recycling. The avoided cost of garbage tipping fees is one of the major financial incentives for the City to enhance the recycling program.

Table 2 lists the seven trucks currently in use by the City’s Streets and Sanitation Division to collect regular garbage and recyclables. There are two additional trucks in the fleet for seasonal leaf collection and one used for garbage collection by the Parks Department. Table 2 provides the City’s vehicle identification number, primary route assignment, manufacture year, engine/chassis manufacturer, body capacity, body configuration (single compartment or “full” vs. “split/body”), additional equipment such as a semi-automated “cart tipper” on the rear hopper, and the City department operator.

The City’s Parks Department owns and operates one (1), 13-cubic yard rear load packer truck (#87). This Parks’ truck was not included in this analysis, but should be considered as part of any overall system improvement implementation plan. Based on City reports, residential garbage collected is approximately 11,273 tons per year. Personnel providing the labor for solid waste collection services are mostly dedicated to eight (8) assigned positions. This does not include administration and management staff.

**Table 2**  
**Sheboygan Garbage and Recycling Truck Fleet**

<b>Truck #</b>	<b>Function</b>	<b>Year</b>	<b>Engine/ Chassis Make</b>	<b>Packer Body Model</b>	<b>Body Configuration</b>	<b>Body Capacity (Cubic Yards)</b>	<b>Tipper</b>	<b>Operator</b>
082	Spare Garbage	2006	Crain Carrier	PakMor	Split 60/40	25	No	Streets & Sanitation Div.
087	Park Garbage	2004	Sterling	New Way	Full	13	Yes	Parks Dept.
094	Leaf Pick Up	2000	International	McNeilus	Full	25	Yes	Streets & Sanitation Div.
095	Leaf Pick Up	2000	International	McNeilus	Full	25	Yes	Streets & Sanitation Div.
096	Spare Garbage	2006	Crain Carrier	PakMor	Split 60/40	25	No	Streets & Sanitation Div.
097	Spare Garbage	2006	Crain Carrier	PakMor	Split 60/40	25	No	Streets & Sanitation Div.
680	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.
685	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.
686	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.
689	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.

Worker’s compensation claims, other injuries and lost-time incidents due to the manual lifting and collection of garbage and recycling is a significant factor in this analysis. There is real and significant risk due to the repetitive lifting motions and the normal hazards of handling bags of garbage (e.g., pricks from needles or other “sharps”). See Figure 3 for a photograph showing sharps in a resident’s trash.

**Figure 3**  
**Sharps in Manually Collected Trash**  
*(Photograph taken by City Staff On May 21, 2018)*



The current solid waste and recycling system is financed through a combination of the general fund and user fees.

The current system (Option 1) has an estimated first year cost of approximately \$8.63 per household per month. Note that costs of operations are likely to escalate over time. Some line item costs will escalate at different rates. The timing of equipment replacements and truck salvage value also will have an impact.

### **Summary of Citizen Survey Results**

A Community Survey has been used by the City to gain an understanding of the views and preferences of the citizens of Sheboygan. The following results summary are from the citizens responses to survey on questions in 2017 and 2018 related to garbage, recyclables and yard waste collection services.<sup>7</sup>

Table 3 presents the summarized responses to question number 4: “Using the list of services and functions provided by the city, please indicate how important each city function is to you and your household.”

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<sup>7</sup> City of Sheboygan Community Survey for 2017 and 2018, including the “2018 Executive Summary”, <http://www.sheboyganwi.gov/wp-content/uploads/2018/03/Community-Survey-2018-Exec-Summary.pdf> and tabulated responses for the 2017 and 2018 surveys as provided by City staff.

**Table 3**  
**Citizens Survey Results: How Important is Each City Function**  
*(Percent of respondents replying “Very Important” or “Important”)*

	2017	2018
Leaf pick-up	62%	66%
Recycling and garbage collection	90%	91%
Residential yard waste	72%	77%

Table 4 presents the summarized responses to question number 5: “Using the same list, please indicate how well you think the city is doing in each area.”

**Table 4**  
**Citizens Survey Results: How Well is the City Doing?**  
*(Percent of respondents replying “Excellent” or “Good”)*

	2017	2018
Leaf pick-up	68%	74%
Recycling and garbage collection	74%	76%
Residential yard waste	60%	67%

As can be seen from Table 3 and 4, there is generally high regard for both the importance and performance of these City solid waste and recycling services. In all cases, there has been improvement in 2018 survey results compared to 2017 results.

The Appendix contains the verbatim comments from Sheboygan residents responding to the open-ended survey questions in 2017 and 2018 that relate to the City’s solid waste and recycling services.<sup>8</sup> The opinions, while not analyzed from a statistical perspective, can be inferred to represent the thoughts of some Sheboygan residents about specific collection system design issues. The most common themes from these comments can be summarized as follows:

- ◆ The City should move away from the current system of containing and setting out garbage and recyclables in plastic bags only. Instead, the City should modernize the system to be like most other neighboring cities and use garbage and recycling carts with lids and wheels.
- ◆ The bag system enables animals (e.g., sea gulls) to rip into the garbage and spread the materials as litter. A new cart-based system could help better prevent spreading the materials.
- ◆ The aesthetics of the current bag system makes the City look less neat and tidy compared to a cart system.
- ◆ A couple of residents equated the option of privatizing the system with their desire for changing to a cart system.

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<sup>8</sup> City of Sheboygan Community Survey, comments from the 2017 and 2018 survey results as provided by City staff.

- ◆ One resident complained about the need to purchase blue bags for recycling. Also, the impression was that if recyclables are in regular trash bags, the material is thrown away and therefore not recycled.
- ◆ Several residents stated or implied they would be willing to pay more for a cart – based system.
- ◆ One resident stated the need to implement a new automated collection system (i.e., using trucks equipped with a robotic arm to lift carts) instead of the current system of manual lifting of bags.
- ◆ One resident suggested cancelling the leaf pick-up in the Fall. On the opposite side of the issue, another resident state they wanted to see more yard waste curbside collection days.
- ◆ One resident wanted more curbside collection options for bulky item materials.

The results of the Community Survey over the past two years indicate strong support of the City’s services, but the verbatim comments also indicate a portion of the residents want to see the operations modernized using a cart – based system.

### **Summary of Potential Future System Options**

Table 5 lists current operations (Option 1) in comparison to the automated system option and the contracted option developed for this analysis:

- ◆ Option 1 – Current City system.
- ◆ Option 2 – Automated system owned and operated by the City.
- ◆ Option 3 – Automated services operated under contract to private hauler.

For Option 2, the analysis is based on the potential savings from the purchase of seven ASL trucks and standardized carts for residential garbage and recyclables in 2019. The estimated purchase price for budgeting purposes for a new ASL truck is \$250,000. The estimated purchase price for 36,800 residential carts (at \$57 per cart) is \$2.1 million. Thus, the total capital cost of the new automated system is approximately \$3.85 million.

For Option 3, the analysis is based on a budgetary quote provided by a local hauler that could potentially provide services to the City and assumes services would be automated as the City is requiring carts be used by residents.

Prices per household in the analysis range from \$8.63 per household month for Option 1 to \$10.41 per household per month for Option 3. Option 2 is \$8.99 per household per month. The variables included in each are the variable of providing collection service plus costs of garbage disposal, recycling processing, and purchase of carts, where applicable.

The potential new system options would need to include comprehensive public education and outreach. The City would also need to amend the current solid waste ordinances to reflect the new operations and resident instructions (e.g., use and care of the City carts, etc.).

**Table 5**  
**Description of System Options**

	<b>OPTION #1</b>	<b>OPTION #2</b>	<b>OPTION #3</b>
<b>Proposed System Title</b>	<b>Maintain Current System</b>	<b>New, Fully Automated Side Loaders (ASL)</b>	<b>Contract</b>
Truck Owner	City	City	Contractor
Cart Owner	n.a. (i.e., no carts)	City	City
Equipment Type	60/40 split body, rear-load packers	Single compartment, ASL trucks	Single compartment, ASL trucks
Collection Process	Two person crews; manual loading (resident bags, etc.)	One person crews; fully automated with carts	One person crews; fully automated with carts
Collection Frequency	Weekly for garbage Weekly for recyclables	Weekly for garbage Weekly for recyclables	Weekly for garbage Weekly for recyclables
Approximate Implementation Date	Immediate (i.e., maintain current system)	Oct 2019	Oct 2019

Table 6 provides a summary of Foth’s economic cost-benefit analysis for this memo. The intent of this analysis is to help estimate the cost differences between the current system and potential future options. The current, Option 1, system costs are based on elements of the current solid waste system, Option 2 includes new fully automated side loaders, and Option 3 includes contract services.

Option 1 and 2 include labor, capital replacement costs, truck maintenance, and fuel. Option 3 is a budgetary number provided by a local hauling company. In Option 2 and Option 3 the cost to purchase carts is itemized. In all three options, garbage tipping fees and recycling revenue or charges are itemized. Most of the cost data are based on City budget reports provided by staff. When not available, Foth made assumptions based on industry standards.

Other cities in eastern Wisconsin have recently converted to automated, cart – based systems. For example, the City of Neenah recently made a decision to transition to automated collection and are currently finalizing the details of cart sizes and color.<sup>9</sup>

The article states that other cities in the Fox River Valley area have also transitioned to automated collection (Appleton, Oshkosh, Menasha, Kaukauna, Grand Chute and Fox Crossing).

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<sup>9</sup> Post Crescent article (July 2, 2018), “*Neenah Talks Trash: Size and Color Matter to People*”.

From the Wisconsin Garbage Collection Study, the following additional Wisconsin cities are listed as having cart – based collection systems: Greenfield, Beloit, Brookfield, Wausau, New Berlin, Fond du Lac, Wauwatosa, La Crosse, West Allis, Janesville, Waukesha, Racine, Green Bay, and Madison.<sup>10</sup>

**Table 6  
Summary of Cost – Benefit Analysis**

	OPTION #1	OPTION #2	OPTION #3
Proposed System Title	Maintain Current System	New Fully Automated Side Loaders (ASL)	Contract
First Year Truck Capital Costs:	\$445,600	\$250,000	
First Year Cart Costs:		\$434,452	\$434,452
Monthly cost of carts per household		\$1.97	\$1.97
"Total Personal Services"	\$645,961	\$484,471	
Truck Operating Costs:	\$273,994	\$276,495	
Subtotal from above (no garbage/recycling tipping fees)	\$1,365,555	\$1,445,417	
First year cost per household per month	\$6.19	\$6.55	
<b>ASSUMED MONTHLY CONTRACT COLLECTION PRICE PER HOUSEHOLD</b>			<b>\$6</b>
First year contract collection cost			\$1,324,584
Garbage Disposal Price per Ton (2018)	\$47.84	\$47.84	\$47.84
First year garbage disposal cost	\$539,322	\$539,322	\$539,322
Monthly garbage disposal cost per household	\$2.44	\$2.44	\$2.44
Recyclables Disposal Price per Ton (2018)	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATING COST (First Year)</b>	<b>\$1,904,887</b>	<b>\$1,984,739</b>	<b>\$2,298,358</b>
Monthly total operating cost per household	\$8.63	\$8.99	\$10.41

<sup>10</sup> Wisconsin Garbage Collection Study (unpublished data), as provided by City staff.

## **Summary of Advantages and Disadvantages**

The City has a mature and well-functioning garbage and recycling collection system. However, opportunities for greater efficiencies, employee safety, improved customer experience (ease of use, aesthetics) and increased recycling rates are available through equipment, operational and program/policy changes.

Option 2 and Option 3 assume a conversion to an automated collection system using trucks equipped with robotic arms and standardized carts for residential garbage and recycling instead of the current manual collection methods (Option 1).

## **Advantages of ASL Systems**

There are various costs and benefits associated with a potential change to ASL trucks and carts for residential solid waste collections, which include the following.

**Figure 4**  
**Example of Automated Side Load Trucks**



## **Worker Health, Safety and Job Satisfaction**

Multiple independent studies have indicated sanitation worker health and safety is significantly improved with automated collection, especially when compared with full manual collection operations such as is used with the City's current residential system. This improved safety is due to significantly reduced lifting and the ability to serve most households from inside the truck cab using the ASL controls, avoiding the hazards of getting in and out of the truck which exposes employees to traffic and varying weather conditions.

Automated systems are generally operated with one crew member and do not need a second crew member to serve as the helper. A second crew member may have additional safety risks of being outside of the truck when it is being operated.<sup>11</sup> The amount of

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<sup>11</sup> National Institute for Occupational Safety and Health (NIOSH), Publication 97-110, "Preventing Worker Injuries and Deaths from Moving Refuse Collection Vehicles":

<https://www.cdc.gov/niosh/docs/97-110/pdfs/97-110sum.pdf>

exposure to hazards (e.g., sharps) is dramatically reduced with automated systems. There are typically direct savings in reduced accidents, injuries and lost time. ASL drivers report much higher job satisfaction and positive employee engagement due to working in the climate-controlled environment of their cab instead of having to get out at each stop.

ASL trucks do however require a higher level of operator training and certification compared to manual-loading trucks due to the more sophisticated robotics. Maintenance is also more complex. The purchase of ASL trucks would require an investment in the City's workforce.

**Figure 5**  
**Example of Automated Side Load Lifting Arms**



### **Route Productivity**

Route productivity (measured as “stops per hour”) typically increases with automated collection systems. The time for an automated truck to pick up, tip and set down a cart is on average much less than the time it takes for a crew member to get out of the cab, lift the bags (or other receptacles) of materials into the truck hopper, occasionally cycle the packer ram blade from outside the truck, and then get back into the cab. The time in-between stops would be the same between an automated system and the current manual system.

### **Resident Convenience Due to Standardized Carts**

When provided with standardized, wheeled, lidded carts, residents typically comment on the added convenience, improved safety, added capacity and privacy. The wheels on the carts make moving materials to the collection location easier for residents with less lifting and carrying of multiple receptacles.

**Figure 6**  
**Example of Standardized Cart**



Source: [http://tools.recyclingpartnership.org/wp-content/uploads/2017/03/recycling\\_carts\\_guide.pdf](http://tools.recyclingpartnership.org/wp-content/uploads/2017/03/recycling_carts_guide.pdf)

Under a potential new automated system, the City could offer two cart sizes. The standard “large” sized cart would be about ninety-five (95) gallons (nominal capacity). The standard “medium” sized cart would be about sixty-five (65) gallons (nominal capacity). Depending on the cart size, cart manufacturer, automated truck system, and City specifications the maximum weight in a medium or large cart could range from 200 to 300 pounds.

Under the potential new system, residents may still be required to bag their garbage and place the secured/tied bags inside their City-provided cart. This keeps the carts cleaner and helps further prevent blowing litter during the cart unloading operations particularly under windy conditions.

The current recycling blue bags and paper bundles are publicly visible and thus less secure. The lids on carts help prevent recyclables from getting wet. The cart design and construction with tight fitting, hinged lids generally provide added protection against rodents and other animals resulting in less fugitive litter and providing improved neighborhood aesthetics. For Option 2 and Option 3, Foth assumed the City would own the carts and residents would no longer need to purchase blue bags for recyclables.

**Figure 7**  
**Example of Set Out of Carts for Automated Service**  
*(Stock Foth Photograph)*



Carts used in an automated system typically increase recycling participation and recovery. Other communities have typically experienced 10 to 30 percent increases in recyclables by switching from bins to carts. This increase was not accounted for in Foth’s analysis due to the difficulty of predicting a specific outcome. Additionally, since the City is paying the costs associated with disposal of garbage and processing of recyclables in both Options 2 and 3, an increase in recycling and decrease in garbage would effectively change the per household costs equally for either option.

### **Modernizing the City Fleet of Trucks**

Option 2 assumes the City’s Streets & Sanitation Division would retire its existing fleet of trucks and convert to seven new ASL trucks. The City would be able to take advantage of the opportunity to modernize its fleet, significantly reduce the average age of the trucks, and help reduce annual maintenance costs.

### **Opportunities for Third Party Grants and Technical Assistance**

Converting to an automated system with standardized carts creates additional opportunities for third party grants and technical assistance. One source of technical assistance is The Recycling Partnership (TRP). TRP offers recycling cart grants, free technical assistance, public education tools and other resources for recycling program improvements such as upgrading to carts.<sup>12</sup>

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<sup>12</sup> The Recycling Partnership (TRP) web site: <https://recyclingpartnership.org/>

## **Disadvantages of Automated Systems**

Disadvantages of a potential new automated system includes: the capital and maintenance costs of the new ASL – equipped trucks, the costs of the carts, and the education needed for the change to a new standard of materials preparation and set-out instructions.

### **Higher Truck Capital and Maintenance Costs**

The average cost of purchasing an ASL-equipped truck is generally more expensive than standard rear-load packer trucks of the same size. This analysis uses a conservative budgeting estimate of \$250,000 per truck.

Vehicles with automated equipment generally require more maintenance due to the increased number and complexity of the mechanical parts. This analysis conservatively estimates 30 percent more maintenance per new ASL truck compared to current rear-load packer trucks.

For option 2, Foth recommends the City develop a regular ASL truck maintenance schedule and routine to help extend the life of the robotic arm and other truck components.

### **Higher Cart Capital and Maintenance Costs**

The purchase of standardized carts is an essential component of an automated system. These carts are conservatively estimated to cost \$57 each. Option 2 and Option 3 assumed the City would budget for a new cart replacement and maintenance program.

### **Storage of Carts**

Whenever a solid waste program converts to the use of standardized carts, whether for garbage or recycling, some residents are concerned there will be a lack of adequate storage space in their garage or alongside their house. This is a legitimate concern and the City may need to discuss potential policy and procedural options (e.g., different cart size choices, options for storage location restrictions, requirements that the cart not be left on the boulevard after collection, etc.)

### **Avoidance of Overhead Obstacles**

ASL drivers must be fully trained to avoid overhead obstacles (e.g., wires, tree branches, etc.) when operating the robotic arm. The Streets and Sanitation Division will need to evaluate the need to trim boulevard trees that obstruct safe operation of the trucks prior to the launch of the new ASL system evaluated (Option 2 or Option 3). The cost of tree trimming was not included in this analysis and is assumed to be the same for Option 2 and Option 3.

## **Municipal versus Contract Operations Risk Analysis**

Option 1 and Option 2 in this analysis both assume the City will own and operate the garbage and recycling collection system, regardless of the collection equipment. Option 3 assumes the same collection methods and the same equipment as Option 2 except that ownership of trucks and all operations are contracted to a private hauler.

This section of the analysis explores the relative risks and benefits of municipal versus contract collection operations. This risk analysis is a preliminary framework for further discussion and policy development. For example, if the City elects to contract its collection system, further planning is needed, including more detailed written collection service specifications. With Option 3, the City would need to utilize a request for proposal (RFP) or other standard procurement process.

### **Risks of Municipal Operations**

The following risks are an outline of potential disadvantages to continued municipal operations:

- ◆ Management demands continue and may increase.
- ◆ Operational requirements will likely increase as more material streams are added into the City's list of collection services (e.g., yard waste, bulky items, etc.).
- ◆ Taking advantage of changing collection technologies and other industry innovations require specialized knowledge about solid waste collection systems.
- ◆ Workers compensation insurance rates and injury claims for the City may increase.

Many of these risks identified above will be similar to the risks of private contract operations, but the risks and benefits may be shared differently.

For most of the risks of municipal operations above, mitigation strategies are available such as management training and systems planning. Also, continuing education and peer networking are additional means to anticipate changing industry trends.

### **Risks of Private Collection Contract Operations**

The underlying assumption for Option 3 is that both garbage and recycling collections would be contracted to a private hauler via RFP or similar procurement process. Option 3 also includes the assumption that the City would continue to do the billing and customer service. (e.g., residents call the City for service change requests).

For this analysis, Foth assumed the City's contract for garbage disposal and recyclables processing/marketing services would remain as a separate contract (essentially "as is" under the current system) for all three options. Option 3 assumes disposal and processing will continue to be a separate contract, and the City will purchase the carts.

The following risks are an outline of potential disadvantages to a change to contract collection operations:

- ◆ After contracting and within the term of the contract (e.g., five years), the service may need to change and the City may have a challenge getting a competitive price for a change order.
- ◆ There may be a lack of adequate competition if the City releases a RFP for contracted collection services. For example, only one company may respond.
- ◆ In the future, the City may not be able to readily get back into the collection operations if the City sells all of its garbage and recycling trucks and re-assigns or lays off its garbage and recycling crews. Combined with the risk, lack of competition, this may also mean that there is a limited “back up” plan if the contractor is unable to continue service for whatever reason.
- ◆ Coordination of contracted disposal service with contracted collection service is a City risk. (E.g., the transfer station contractor could require conditions that cause the City to pay for a change order for the contract hauler).
- ◆ The City’s management demands would change to contract oversight and compliance, hauler performance monitoring, and dealing with customer complaints about the hauler. For example, the contractor may fail to perform collection or customer service operations per the contract standards or customer expectations.
- ◆ The customer service may be adversely affected if there are changes to the contractor’s key management personnel or if the contractor sells to another firm.
- ◆ Operational requirements could still increase as more material streams are added into the list of collection services (e.g., yard waste, bulky items, etc.). This could become a procurement challenge to get competitive rates for expanded service during the term of a contract.
- ◆ Funding sources may change or become less reliable from a City cost perspective. A contract may not have adequate flexibility to change terms if the City needs to adjust to a new revenue reality. For example, less funding may require less service.

As noted, many of these risks identified above will be similar to the risks of municipal operations. In some cases, the collection contract may specify how these risks and management services will be shared between the City and the contractor. The relationship and close communication between City staff and the contractor will be a key strategy to a successful partnership and quality service to Sheboygan residents.

## **Findings and Conclusions**

### **Program Findings**

1. Prices per household per month including collection services, garbage disposal, recycling processing, and cart purchase, where applicable are \$8.63 for Option 1, \$8.99 for Option 2, and \$10.41 for Option 3.
2. This cost and benefit analysis used a simple cost analysis approach deemed appropriate for the current project. However, a more detailed analysis may be warranted including: a multi-year discounted cash flow analysis of these options; financing options and costs; review of non-Sanitation Division City costs impacted by the decision.
3. This analysis assumed no change for yard waste and bulky waste items collections. These and other non-curb-side collected materials would continue to be managed and collected as per the current system without change.

### **Implementation of Automated Collection with ASL Trucks**

4. Option 2 of this cost analysis assumes the City would purchase seven, new ASL trucks to service all residents' garbage and recycling needs using one collection driver per truck and one material type per truck (e.g., garbage or recycling). The ASL trucks should both be "standard" style bodies with single compartments.
5. The City should consider retiring and selling the existing trucks even though some useful life remains, to ensure a City wide transition happens at one time. No estimated value was assigned to these vehicles for Option 2.
6. To optimize the efficiency gains of the new ASL system, residential route collection should be revised.

### **Implementation of Automated Collection with Carts**

7. Along with the ASL trucks, standardized, garbage and recycling carts should be purchased and rolled-out to all residents in the City.
8. The City should contact The Recycling Partnership to explore a recycling cart grant and associated implementation technical assistance services.
9. The City could still require residents to contain the garbage in plastic garbage bags to reduce the potential for wind-blown litter during unloading and to keep the garbage carts more sanitary.

### **Implementation and Education**

10. For Option 2 and Option 3, the City would need to develop a detailed implementation plan for all elements of the new automated system including: truck purchase (Option 2); cart purchase; community engagement / public education; ordinance amendment; route optimization plans (Option 2); cart roll-out; etc. The comprehensive implementation plan would be outlined and scheduled to help coordinate the overall project.

11. There are many other communities that have made the conversion to ASL systems with carts that can be used as examples for campaign plans.
12. Once additional technical details are planned, implementation of the new system will require an ordinance amendment to provide the legal and enforcement structure needed to implement many of the new requirements (e.g., resident set out instructions; prohibited items; etc.).
13. Boulevard trees with overhanging branches may be obstacles to the automated robotic arm. Option 2 and Option 3 assume the Streets and Sanitation Division would inventory and trim these obstructing boulevard trees prior to the launch of the new automated system.

## **Appendices**

Appendix A: Survey Results and Comments

## Section 2

### Implementing an Automated Garbage and Recycling Collection System

#### Executive Summary

The City's Streets & Sanitation Division currently operates a residential garbage and recyclables collection system based on manually lifting and collection of materials from bags (purchased by residents). In the Memorandum: *Analysis of the City of Sheboygan's Potential Options for Garbage & Recycling Collection System* (Memo Analysis), Foth analyzed specific options for automating collection of both residential garbage and recycling collection systems.

In the Memo Analysis, it was determined the City could see cost savings, particularly in the long-term, if it converts to fully automated trucks for residential collection of garbage and recyclables. The City has decided to purchase the equipment necessary to go forward with automation of residential collection of garbage and recyclables and directed Foth to prepare this Plan for Implementation of Automated Services (Plan).

As preparation for the implementation of automated residential collection of garbage and recyclables, the City will need to order trucks and carts. The City will need four automated side load trucks for trash collection, two automated side load trucks for recyclables collection, and one spare truck to be utilized as a back-up for both trash and recyclables collection for a total of seven automated side load trucks. Garbage and recycling carts are also required for automated side load collection.

Foth recommends 95-gallon carts for every week trash and 95-gallon carts for every other week recycling. Garbage and recycling carts should have the same color body and different color lids, brown for trash and green for recyclables.

#### Introduction

Foth was retained by the City of Sheboygan, Wisconsin (City) to conduct an independent analysis of the current manual garbage and recycling collection system operated by the City's Streets & Sanitation Division in comparison to two potential options for services: in-house automated collection of garbage and recycling and contracted collection of garbage and recycling. The City is fully committed to providing quality, cost-effective collection service to the residents.

#### Methods

Craig Cooper, Data Research & Analysis Specialist with Foth, visited the City of Sheboygan (City) the week of September 24<sup>th</sup>, 2018. Mr. Cooper has over 40 years of experience in routing and collection including MSW route worker, Foreman, Supervisor, and General Foreman for the City of Minneapolis Public Works Department. While in Sheboygan, Mr. Cooper met Streets and Sanitation Department Staff as well as the City's GIS Specialist. Mr. Cooper also observed routes and drivers for timing of collection at each stop and throughout the day. He also evaluated current route maps and data available.

The main approach taken for establishment of routes is to ensure that the workload between routes is equalized. For workloads to be equalized, two items must be taken into consideration: Distance driven on route and Number of containers serviced. While distances on routes takes a portion of the work day, the time it takes to empty carts into the truck utilizing the automated system accounts for most of the time. Additionally, the time required to travel to the transfer station was considered.

Distance driven was evaluated through a time motion survey conducted on the City's existing routes. The survey noted the time it takes to drive between stops, and it was observed that it took an average of 8 seconds of drive time between stops. The amount of time it takes to dump carts using an automated system was then evaluated. Manufacturers of automated collection equipment indicate dumping a cart takes between 15 and 20 seconds. For this analysis the more conservative 20 seconds per cart figure will be used. These benchmarks will be used throughout the discussion of developing routes.

The City had requested Foth review several stops requiring trucks to back down streets and/or alleys to access these stops. Foth reviewed and documented the locations of these stops. There are approximately 387 of these stops in total, 64 on Mondays, 114 on Tuesdays, 90 on Wednesdays, 56 on Thursday and 63 on Fridays. For safety reasons, it is not recommended these stops be serviced with the proposed one person crews.

Two options are in consideration for servicing these stops:

Option 1 - The recycling collection crews team up on one automated side load truck in the morning prior to collecting recyclables to safely provide these collections. The two-person team will also have to work together to safely collect recyclables from these stops on a separate trip.

Option 2 - One of the manual trucks currently used by the City could be outfitted with two tippers to service the trash and recycling stops. The existing trucks are split body trucks and both trash and recycling could be serviced at the same time with a two-person team.

## **Current System Operations**

Services in the City are provided to one to four unit dwellings. Further analysis was conducted utilizing GIS and tax data provided by the City to determine the number of structures served. The Existing Structures by Route is indicated in Table 1. Typically structures (two, three, and four unit dwellings) place materials in the same location minimizing travel time between stops.

**Table 1**  
**Existing Structures by Route**

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Route 1</b>	656	884	772	787	842
<b>Route 2</b>	795	869	716	633	652
<b>Route 3</b>	867	890	605	731	778
<b>Route 4</b>	819	832	800	743	856
	3137	3475	2893	2894	3128

**Total            15527**

The City currently has four trash routes, Monday, Tuesday, Wednesday, Thursday, and Friday. For simplification purposes, the routes are split into Route 1, Route 2, Route 3, and Route 4.

As shown in Table 2, Existing Household Counts by Route, there are 18,397 total Households (HH's) in the city. Current total HH's collected per day range from 3,323 to 4,033.

**Table 2**  
**Existing Household Counts by Route**

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Route 1</b>	948	944	1066	903	932
<b>Route 2</b>	941	1004	981	705	659
<b>Route 3</b>	924	989	896	978	852
<b>Route 4</b>	939	890	1090	876	880
	<b>3752</b>	<b>3827</b>	<b>4033</b>	<b>3462</b>	<b>3323</b>

**Total            18397**

## **Proposed System Operations - Trash**

### *Average Stops Per Route Day*

The simplest method of establishing new routes is to divide the total number of HH's for the new trash routes to service, by the total route days. With 387 HH's being serviced separately as described above, the total HH's for the new routes to service is 18,010. The recommendation for the number of trucks needed is 4 trash trucks x 5 days or 20 route days.  $18,010 \text{ HH} / 20 \text{ Route Days} = 900.5 \text{ HH/Route Day}$ . This quantity will only serve as a target for each daily route, in that density and distances will affect that number. The target average per collection day should be around 3,600 HH's. Again, this is only a target and depending on logistics the number may vary slightly.

### *Average Time to Service Stops*

As previously discussed, manufacturers of automated collection equipment indicate dumping a cart takes between 15 and 20 seconds. For this analysis the 20 seconds per cart figure is used. Using the 20 seconds per cart,  $\text{times } 900 \text{ HH's per route day (carts)} = 18,000 \text{ seconds}$ .  $18,000 \text{ seconds} / 3,600 \text{ seconds in an hour}$  is the equivalent of 5 hours of tipping carts.

Foth then utilized the number of structures served in the city, 15,500, to calculate distance between stops. Again utilizing 15,500 structures and 20 route days, there is an average of 775 structures serviced per route day. As previously noted, Foth's time motion survey indicated it takes an average of 8 seconds of drive time between stops. Using the average of 8 seconds drive time between structure x 775 structures per route day, 6,200 seconds / 3,600 seconds per hour equals 1.72 hours of drive time.

This calculation demonstrates that the 900 stops and 775 structures are able to be serviced in an 8 hour work day. On route time is just under 7 hours per route day, which allows for time to travel to the transfer station and return to the route.

It is also recognized that rarely do 100 percent of HH's have their carts out for collection on any given day. Vacancies, vacations, people who forgot to set out the cart and those who choose not to set it out because it isn't full are all reasons for this assumption.

### ***Route and Collection Day Changes***

Existing routes and collection day boundaries were developed over time as the City grew and resident needs changed. The existing routes and collection day boundaries will need to be changed only slightly as the number of routes per day (4) will not change. Adjustments will be necessary to equalize the number of HH's from their current counts as shown in Table 1, Existing Household Counts by Route, to the targeted numbers of approximately 900 HH's per day. Foth anticipates working with the City's GIS staff to complete this task.

## **Proposed System Operations - Recycling**

### ***Recycling Route Needs***

Foth reviewed the current and anticipated participation rate in the City for recycling. Participation has been fairly low with the existing bagged or bundled method of recyclable preparation by residents. The convenience of a cart and single stream recycling has historically shown an increase in participation. However, even with an increase in participation, it is highly unlikely that the set out rates for recycling will match the garbage set out rate.

Foth utilized the methodology laid out in the Section Proposed System Operations - Trash for time to service stops. Twenty route days or 4 trucks were needed for every week trash collection. Recycling is provided every other week and requires one-half of the service, 10 route days or 2 trucks. For example, two of the four trash routes will be serviced on one week and the other two of the four trash routes will be serviced the alternating week.

### **Routing & Collection Day Changes - Next Steps**

Foth recommends as a next step to work with City staff including GIS Mapping staff to right size the routes for trash. Trash routes can simply be split into 900 stop areas that can then be adjusted based on number of structures, natural barriers and boundaries, and any other considerations. Current route map information is in the City's GIS database and can be updated with some additional information for the new routes.

Once trash routes are established and agreed too, recycle routes can be determined. It is simplest for education, outreach and planning if recycle routes have adjustments that are simple to remember.

One example could be if you are east of 18<sup>th</sup> Street one week and west of 18<sup>th</sup> Street another week.

Once the routes and collections days are established the additional 387 stops can be assigned and routed as needed.

## **Proposed Service Levels - Trucks**

The City will need four automated side load trucks for trash collection, two automated side load trucks for recyclables collection, and one spare truck to be utilized as a back-up for both trash and recyclables collection. As a best practice, the trucks should all be consistent chassis, packer body, and arms to simplify education and training for both the route drivers and maintenance crews. Truck specifications are provided under separate cover.

### ***Chassis***

Foth recommends consistent chassis for all of the trucks. For safety reasons all trucks should be low-entry for easy access in and out of the truck and allow for right-hand drive with safety cameras.

### ***Packer Body***

The packer body and hopper together equal the amount of capacity available in a truck. Typically the hopper of the truck is approximately 6 cubic yards. Based on Foth's review of City service locations including streets and alleys, the City can utilize a 27 to 31 cubic yard truck. Consideration should be given to a lower dumping height to avoid hitting trees, low-hanging wires, and other obstructions.

### ***Automated Arm***

Foth recommends an arms with a six to eight foot reach to service carts that may be further away from the curb. Ease of repairing and replacing the arm and the hydraulic equipment should be a consideration when selecting equipment. Additional details will be provided as a part of the draft specification language provided under separate cover.

### ***Additional Considerations***

Additional items to be considered for the trucks include warranty, service location, and average longevity of equipment with high wear points. An extended warranty should be considered as part of the purchase package. The service location for warranty and repairs should be considered.

Foth typically recommends the service location is within 60 miles of the operation to expedite repairs and warranty work. The average longevity of automated arms, hydraulic equipment, and other high wear points on the garbage truck should be considered as well as the cost for repairs and replacement parts. Total cost of ownership is important with garbage and recycling trucks.

## **Proposed Service Levels - Carts**

Along with the automated side load trucks, standardized, garbage and recycling carts will need to be purchased and rolled-out to residents.

### ***Trash Carts***

The majority of residents in the City use bags currently for service. Standardized carts for trash are available in three sizes: 35-gallon, 65-gallon, and 95-gallon. 35-gallon carts hold 1 to 2 kitchen garbage bags, 65-gallon carts hold 3 to 5 kitchen garbage bags, and 95-gallon carts hold 6 to 7 kitchen garbage bags. Typically 95-gallon carts are more stable and less likely to tip over. 95-gallon carts are typically the easiest to maneuver.

Foth utilized trash generation numbers provided for the Memo Analysis. The average weight per stop in the City of 1,315 pounds per year or 25.3 pounds per week indicates a 95-gallon trash cart will be appropriate for most residents. Foth recommends that a 95-gallon trash cart be offered as the standard. A 95-gallon trash cart will limit the amount of materials outside of the cart. This will assist the drivers in meeting productivity requirements allow them to stay safe inside the truck, Limiting carts to one size will also make it simpler for the City to maintain inventory while also offering options as needed to residents. Residents should still be required to contain the garbage in plastic garbage bags. This reduces the potential for wind-blown litter during unloading and can keep the garbage carts more sanitary.

### ***Recycling Carts***

Recycling services are every other week. Best management practices for recycling is to provide a 95-gallon cart for every other week service<sup>1</sup>. The 95-gallon cart provides extra capacity for recycling volumes to grow. Foth recommends that a 95-gallon cart be provided to all residents. Most residents will need more capacity then they currently have since the service is moving to every other week.

### ***Interchangeable Carts***

The City should determine one color for the body of the cart for both trash and recyclables. Typically the lid color can then be different for trash and recyclables. An example is black for the body of the cart, brown for the trash lid and blue for the recyclables lid. This allows the carts to be utilized for trash or recycling by changing out the lid.

### ***Warranty Program***

The standard warranty offered by cart manufacturers is ten years. The City should ensure that the warranty includes one for one cart replacement as well as parts for repair of warranty carts. Most manufacturers include end of life recycling of carts through a return program. Additional details will be provided as a part of the draft cart specification language provided under separate cover.

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<sup>1</sup> The Recycling Partnership. *A Guide to Implementing a Curbside-Based Recycling Program*. 2015.

## Section 3

### Communication Timeline

#### Introduction

In order to transition the trash and recycling collection program to a new automated, cart-based system, comprehensive community engagement and public education outreach are recommended to ensure all residents know about the changes that will affect them and how to successfully transition to automated collection. Community engagement and public education will ensure the success of the program for the City of Sheboygan (City).

Through the 2017 and 2018 community surveys, common themes related to residential solid waste collection emerge. First and foremost, the community wants the transition from bags to carts. It is already understood that this can help visually improve the community and reduce litter, essentially helping to improve public health. Additionally, multiple comments were made regarding the dislike of using plastic bags, particularly in the case of recyclables knowing that their plastic bags are just discarded to have the recyclables removed at the facility.

The proposed timeline included in this draft document includes the overarching operations and communication tasks detailed out month-by-month to prepare the Department of Public Works and City residents.

#### Timeline

The following timeline has been prepared and separates items into one of three categories:

1. Key decisions to made in each month;
2. Communications and outreach related tasks; and,
3. Operational and procurement items necessary to support communications and outreach tasks.

Table 1  
Implementation & Communications Timeline

	<b>Key Decisions For Each Month</b>	<b>Communication and Outreach Task to be Completed Each Month</b>	<b>Operations Tasks to be Completed Each Month</b>
<b>February 2019</b>	<p>Identify key audiences</p> <p>Identify key messages</p> <p>Identify communications metrics for measuring campaign success</p> <p>Finalize key messages</p> <p>Finalize plan elements</p> <p>Finalize truck specifications</p>	<p>Begin discussion to determine City’s communication goals, needs, and capacities</p> <p>Finalize communications strategy, goals, and communications plan/budget</p> <p>Begin seeking out advertising, photography, video, and/or website design firm(s)</p> <p>Issue and review procurement of advertising, photography, video, and/or website design firm(s)</p>	<p>Test automated trucks in City</p> <p>Final truck specifications for City Council &amp; Public Works Committee review and approval</p>
<b>March 2019</b>	<p>Finalize campaign elements</p> <p>Finalize soft launch plan</p> <p>Identify campaign budget</p> <p>Prepare new trash and recycling routes including day change</p> <p>Truck RFQ Release</p>	<p>Develop comprehensive list of all photography needs, book photography session(s) and hold photo shoot using local resident(s) as models</p> <p>Seek price quotes for production of campaign elements</p> <p>See price quotes for media placement</p> <p>Begin developing scripts for videos</p> <p>Develop advertising concepts, outlets, and education materials</p> <p>Begin creating website concepts and site map</p>	<p>Final truck specifications for City Council approval and release Request for Quotes (RFQ) for trucks</p> <p>Prepare new weekly trash and every other week recycling routes for any necessary day changes</p>
<b>April 2019</b>	<p>Truck RFQ Award</p> <p>Final preparation of interactive online tool for service day and week under automated system</p>	<p>Finalize contract or purchase orders for production and media advertisements</p> <p>Book video production and local residents as models, shoot videos</p> <p>Create and finalize presentations</p> <p>Proof initial concepts of website</p>	<p>Request City Council and Public Works Committee approval of award of truck RFQ</p> <p>Order trucks</p> <p>Final new trash and recycling routes</p> <p>Prepare day change notification letters</p> <p>Prepare interactive map for trash and recycling route day change</p>
<b>May 2019</b>	<p>Cart in-mold label and printed material design</p>		<p>Design in-mold labels for trash and recycling carts</p> <p>Design of printed materials to be attached to trash and recycling carts</p> <p>Finalize contract or purchase orders for printing and stuffing for materials to be attached to</p>

	<b>Key Decisions For Each Month</b>	<b>Communication and Outreach Task to be Completed Each Month</b>	<b>Operations Tasks to be Completed Each Month</b>
			trash and recycling carts
<b>June 2019</b>	Finalize and print educational materials Finalize cart specifications Cart RFQ Release	Begin community meetings with mayor, alderpersons Finalize and launch website Week of May 19 - National Public Works Week – Consider hosting Open House to officially announce the program	City to procure cart vendor and prepare preliminary cart order quantities Final cart specifications for City Council approval and release Request for Quotes (RFQ) for carts Ongoing confirmation of delivery of truck order for an on time launch
<b>July 2019</b>	Cart RFQ Award	Internal meetings with Public Works staff and route drivers to educate on upcoming program changes Internal meetings with other City staff and departments to educate on upcoming program changes Begin advertising campaign Begin community meetings with local community groups Be at community events with demonstration carts	Design of education and outreach tags for route drivers Request City Council and Public Works Committee approval of award of cart RFQ Finalize contract or purchase orders for education and outreach tags for route drivers Ongoing confirmation of delivery of truck order for an on time launch
<b>August 2019</b>	Operations training preparation	Continue meetings with local community groups Be at community events with demonstration carts Be at community events with demonstration carts Continue advertising campaign	City to finalize cart order quantities Final city cart order issued Develop cart management plan and training Revise current safety plans and procedures for new trucks and carts (include revising preventative maintenance practices) Ongoing confirmation of delivery of truck order for an on time launch
<b>September 2019</b>		Printing of education and outreach tags for route drivers	Training of route drivers and mechanics on safety policies and procedures for new trucks and carts

	<b>Key Decisions For Each Month</b>	<b>Communication and Outreach Task to be Completed Each Month</b>	<b>Operations Tasks to be Completed Each Month</b>
<b>October – December 2019</b>	Refine campaign for 2020	Continue advertising campaign Continue education on proper cart usage and placement Monitor calls and questions to develop materials to provide answers about top issues.	Continued training of route drivers and mechanics on safety policies and procedures for new trucks and carts Printing of materials to be attached to trash and recycling carts Stuffing of materials to be attached to trash and recycling carts
<b>January – March 2020</b>	Full announcement and cart delivery information events/activities	Direct mailing to all residents Continue advertising campaign Begin press and community outreach to inform about cart deliveries Monitor calls and questions to develop materials to provide answers about top issues.	Printing of materials to be attached to trash and recycling carts Stuffing of materials to be attached to trash and recycling carts
<b>April – May 2020</b>	Cart Roll-Out Implementation of automated services	Continue community outreach to inform about cart deliveries and automated services implementation Monitor calls and questions to develop materials to provide answers about top issues.	Printing of materials to be attached to trash and recycling carts Stuffing of materials to be attached to trash and recycling carts
<b>Post- Implementation</b>		Ongoing program monitoring and planning for future education	Ongoing program monitoring and planning for future education

Three of the first critical tasks will be the identification of 1) key audiences, 2) establishing key messages, and 3) designing a final communications plan. An overview of each is provided.

### **1. Key Audiences**

Identification of key audiences is critical for ensuring communications efforts can effectively target and communicate program changes in a manner the audience can understand and act upon. A primary review of the community has identified the following audiences. This list will need to be reviewed and expanded upon.

- ◆ **City of Sheboygan Residents:** First and foremost, the residents of Sheboygan.
- ◆ **Local Elected Officials:** Through Foth's experience, it is imperative for the local elected officials to be aware of the collection program changes to be prepared for any constituent questions or communications that may be directed their way.
- ◆ **City of Sheboygan Employees:** Employees of the City will be critical to the success of the program. This includes Public Works staff implementing the program and other departments interacting with other interested parties.
- ◆ **Local Community Groups, Homeowners Associations, Advocates and Champions:** In all communities, and especially in smaller communities, a proven and strong method to increase communication is through local community groups and advocates. These groups and individuals often represent a significant portion of the community and have the means to help disperse information to residents.
- ◆ **Local Media Outlets:** Utilizing local media will be key in helping to disseminate the key messages. The communications plan will utilize both print and digital media outlets with an emphasis on the source most used by residents to obtain information, according to the 2018 Survey.

### **2. Establish Key Messages**

Key messages are useful for ensuring all important elements of the trash and recycling program changes are communicated. The following are a list of key messages the City may want to consider. The list will need to be reviewed and expanded upon.

- ◆ The City of Sheboygan is transitioning to a cart-based collection system.
  - ▶ Rolling carts with lids are easier to use, will help reduce litter, and are more visually appealing on collection days.
- ◆ Collection days may be changing for some residents.
  - ▶ As a result of the routes and collection day boundaries being updated, the first key message will be focused on what resident's collection day will be as of (launch date).

- ◆ Recyclable materials no longer need to be bagged and can be placed loosely into the recycling cart.
  - ▶ Since residents are used to bagging recyclable materials, educational materials will need to stress the change in recyclable materials management.
- ◆ Recycling carts will provide adequate space for two weeks' worth of recyclable materials.
  - ▶ The new recycling carts have a capacity of 95-gallons so even with recycling changing from every week to every other week, most residents will have no issues with capacity. This aligns with industry standards for many communities across the country.

### **3. Develop a Communications Plan**

The communications plan is the City's roadmap for effective communication with its key residents. Before an announcement is made, there are many decisions, elements, and pieces of the communication plan that need to be developed. The plan can include the following.

- ◆ Name of program, tagline/slogan, logo, etc.
- ◆ Outline of program objectives. Strategy and materials needed for the campaign launch
- ◆ Identification of assets needed such as images, videos, integration of Recycling Partnership and other available materials.
- ◆ Strategy for online education (unique URL, part of the City's website, social media presence, posting frequency, i.e.)
- ◆ Identification of educational opportunities and how to engage (In-Mold Labels for carts, printed materials tied to carts when distributed, at the time of cart distribution, educational displays for community events, presentation for community groups)
- ◆ Media kit
- ◆ Strategy for launch including events, media relations, direct mailings, i.e.
- ◆ Plan for briefings of community leaders and elected officials
- ◆ Design concepts for a three (3) year advertising campaign to continue to build community knowledge and participating
- ◆ Communications budget
- ◆ Campaign metrics and reporting

# Automated Garbage Analysis

Department of Public Works  
Streets and Sanitation  
Division



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# Overview

## Problem / Opportunity

Outdated manual lifting collection system

Current trucks are at the end of their service life

## Solution

Convert to automated cart based residential curbside collection system

## Projected Result

Improved worker health, safety, and job satisfaction

Resident convenience

# Automated Garbage Analysis

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Sanitation Division

Daily  
Challenges

Our  
Team

# Our Team



David H. Biebel  
Public Works Director



Heather, Melissa and Dawn  
Department of Public Works  
Business Office



Jason Blasiola  
Streets and Sanitation  
Superintendent



Dave Groves  
Streets and Sanitation  
Supervisor



Bruce Matzdorf  
Streets and Sanitation  
Leadman

# Our Daily Challenges



## 2018 Sanitation and Curbside Collection

- 11,102 Tons of Garbage Collected
- 3,582 Tons of Recycling Collected
- Material Recovery Rate 24.4%



# Worker Health and Safety

- Worker's compensation claims, other injuries and lost-time incidents due to the manual lifting and collection of garbage and recycling is a significant factor in this analysis
- There is real and significant risk due to the repetitive lifting motions and the normal hazards of handling bags of garbage, for example, pricks from needles or other "sharps"



# Automated Garbage Analysis

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## Automated Cart Garbage and Recycling Collection

Both citizens and the Department of Public Works believe that the City of Sheboygan should move away from manually collecting garbage and move to a cart based system

Advantages

## Cities Collecting Garbage & Bagged Recycling Manually

- City of Kenosha
- City of Sheboygan

According to the Wisconsin DNR and the Recycling Partnership, the City of Sheboygan and the City of Kenosha are the last two municipalities manually collecting bagged recycling in the State of Wisconsin.

All other cities within in the state use a cart or can collection system for collecting recycling.

Cart collection is the industry standard







# Wisconsin Material Recovery Facilities (MRF)

According to Waste Management and the Recycling Partnership, Wisconsin MRF will soon stop accepting bagged recycling material for the following reasons:

- Bags are intertwined with the sorting equipment
- Unsafe conditions and down time for the MRF
- Each bag must be opened by hand or opening equipment needs to be installed
- Separating costs are shifted towards municipalities that still use bags to collect recycling
- Less MRF bid on bagged recycling which increases operating costs





## Advantages of Automated Cart Garbage and Recycling Collection

1. Worker Health
2. Worker Safety
3. Cleaner Collection
4. Increased Recycling
5. Cost Savings to Citizens by not having to purchase recycling bags

## Sanitation Worker Safety

# Sanitation Crew

Multiple independent studies have indicated sanitation worker health and safety is significantly improved with automated collection



## Worker Safety



In the first 10 days of 2018 alone, seven sanitation workers were killed, according to the Solid Waste Association of North America. In addition, data from the Bureau of Labor Statistics shows that refuse and recyclable material collectors had the fifth-highest fatal work injury rate among civilian occupations in 2016 – facing a fatality risk nearly 10 times higher than workers in all other industries.

Sprains, strains and overexertion injuries also frequently occur as workers jump on and off trucks and handle heavy loads. Exposure to potentially dangerous materials is another hazard.



# Department of Public Works

## 2018 Sanitation Workman's Compensation Claims

- Stuck with sharp \$1,509
- Slipped off truck \$53,236
- Slipped on ice \$637
- Laceration \$1,739
- Lower back strain \$507



**Total Claim Costs= \$57,628**

# Cleaner Collection

- Lids keep materials contained
- Bulky materials fit
- More room for recyclables
- Rolling easier than carrying to curb
- Protection against birds and rodents
- Improved neighborhood aesthetics



# Current Collection













# Increased Recycling

Carts used in an automated system typically increase recycling participation and recovery. Other communities have experienced 10 to 30 percent increases in recyclables by switching from bags to carts.



# Automated Garbage Analysis

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## The Foth Analysis

The City directed Foth Infrastructure and Environmental LLC to analyze specific options for automating collection of both garbage and recyclable collection systems. The City could see cost savings, particularly in the long-term, if it converts to fully automated trucks for residential collection of garbage and recyclables. Other costs and benefits were also identified.

Option  
1

Option  
2

Option  
3



## Option 1 Maintain Current System

- City owned trucks
- 60/40 split body, rear load packers
- Two person crew; manual loading
- Collecting weekly for garbage and recyclables

Advantages

Disadvantages

## Maintain Current System Advantages

- Already in place
- No transition to a new system
- Citizens are already familiar with the process
- Easiest option



## Maintain Current System Disadvantages

- Less safe method of collecting solid waste and recyclables
- Most prone collecting method to creating litter
- Least appealing aesthetics
- Requires two sanitation employees
- Current program is under performing
- Recycling bags is an added expense for residents



## Option 2 Automated Cart Garbage and Recycling Collection

- City owned trucks and carts
- Single compartment, ASL trucks
- One person crews; fully automated with carts
- Weekly collection for garbage and bi-weekly collection for recyclables
- Approximate implementation date May 2020

Advantages

Disadvantages

Implementation  
Plan

## Advantages of Automated Cart Garbage and Recycling Collection

- Worker Health, safety and reduced worker's compensation costs
- Resident convenience due to standardized carts
- Cleaner collection
- Increase in recycling
- Less wildlife interference
- Reduce exposure to communal diseases
- Resident satisfaction



## Disadvantages of Automated Systems

- Higher truck capital and maintenance costs
- Cart capital and maintenance costs
- Storage of carts
- Avoidance of overhead obstacles such as trees

## Implementation Plan

The Department of Public Works will have four daily garbage routes and two daily recycling routes

Garbage will be picked up weekly and recycling will be picked up every other week which is the industry standard

The Department will need to purchase seven automatic side loading trucks

Six of the trucks will be used daily with one truck being used as a spare

The total cost of purchasing seven trucks will be \$2,002,498

## New Equipment Purchases & Funding

Seven Side Loader Garbage & Recycling Trucks to be purchased in 2019

\$2,002,498 Capital Improvement Program-Motor Vehicle Fund

Garbage and Recycling Carts to be purchased in 2020

\$ 2,183,000 Capital Improvement Program

# Side Loader Garbage & Recycling Truck



## 2019 Automated Garbage & Recycling Project Truck Purchases



- Seven automated side loader garbage and recycling trucks are included in the 2019 Capital Improvement Program designated in the Proprietary Funds Budget in the Motor Vehicle Fund
- Strategic Plan Focus Areas include: Quality of Life, Infrastructure and Public Facilities, and Neighborhood Revitalization
- The current equipment is nearing the end of its working lifetime
- \$2,002,498 purchase of seven trucks using the Motor Vehicle Fund
- \$170,000 sale of old equipment





## Garbage & Recycling Carts

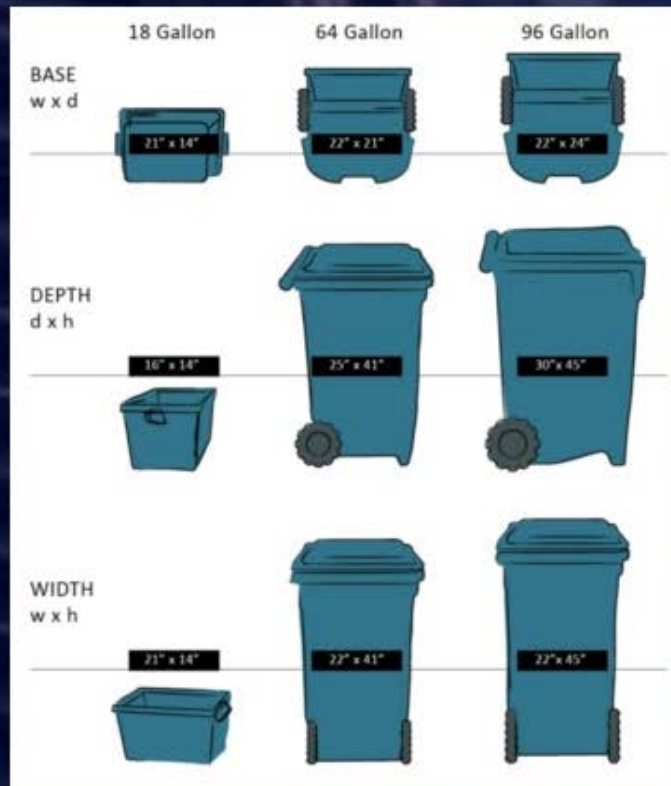


## 2020 Garbage & Recycling Cart Purchase



- The cost of the carts are included in the 2020 Capital Improvement Program designated in the Capital Project Fund with the possibility of receiving grant funding.
- The City of Sheboygan will need 37,000 garbage and recycling carts. The cost of each cart ranges between \$51.75 and \$55.00. This includes shipping, assembly and delivery to each household. The City is eligible for a \$7.00 credit per recycling cart through the Recycling Partnership. It is recommended to add \$4.00 for educational material. The cost for the carts will range between \$1,933,250 and \$2,183,000.
- Strategic Plan Focus Areas include: Quality of Life, Infrastructure and Public Facilities, and Neighborhood Revitalization.

## 96-Gallon carts for Garbage and Recycling



- The 64-Gallon and 96-Gallon carts have a similar footprint.
- 96-Gallon carts allow our community to plan for more materials being accepted in the future
- Offers a convenience to citizens
  - Orange County, North Carolina, Minneapolis, Minnesota and Tampa, Florida all used a similar strategy; allowing citizens to use the large cart for a one-month trial period. At the end of the trial, the majority of citizens realized the convenience the larger cart offered and decided not to exchange it for a smaller cart.

# Route Design

## Existing Structures by Route

The Department of Public Works will have four daily garbage routes and two daily recycling routes

Garbage will be picked up weekly and recycling will be picked up every other week

	Monday	Tuesday	Wednesday	Thursday	Friday
Route 1	656	884	772	787	842
Route 2	795	869	716	633	652
Route 3	867	890	605	731	778
Route 4	819	832	800	743	856
Daily Total	3,137	3,475	2,893	2,894	3,128
				Total	15,527

## Existing Households Counts by Route

	Monday	Tuesday	Wednesday	Thursday	Friday
Route 1	948	944	1,066	903	932
Route 2	941	1004	981	705	659
Route 3	924	989	896	978	852
Route 4	939	890	1,090	876	880
Daily Total	3,752	3,827	4,033	3,462	3,323
				Total	18,397

## Implementation Challenges

DPW staff have identified dead ends, one ways and narrow alleys that will be not be able to be picked up by a single driver. It is too dangerous to back down the alley with out a spotter.

<b>Challenging Stops</b>	<b>Number of Stops</b>
<b>Monday</b>	<b>64</b>
<b>Tuesday</b>	<b>114</b>
<b>Wednesday</b>	<b>90</b>
<b>Thursday</b>	<b>56</b>
<b>Friday</b>	<b>63</b>
<b>Total</b>	<b>387</b>

# Challenging Stops



## Option 3 Contract

- Contractor owned trucks
- City owned carts
- Single compartment ASL trucks
- One person crews; fully automated with carts
- Weekly collection for garbage and bi-weekly collection for recyclables
- Approximate implementation date of May 2020

## Risks of Private Collection Contract Operations

After contracting and within the term of the contract (e.g., five years), the service may need to change and the City may have a challenge getting a competitive price for a change order.

There may be a lack of adequate competition if the City releases a RFP for contracted collection services. For example, only one company may respond.

In the future, the City may not be able to readily get back into the collection operations if the City sells all of its garbage and recycling trucks and re-assigns or lays off its garbage and recycling crews. Combined with the risk, lack of competition, this may also mean that there is little "back up" plan if the contractor is unable to continue service for whatever reason.

## Additional risks

The City's management demands would change to contract oversight and compliance, hauler performance monitoring, and dealing with customer complaints about the hauler. For example, the contractor may fail to perform collection or customer service operations per the contract standards or customer expectations.

The customer service may be adversely affected if there are changes to the contractor's key management personnel or if the contractor sells to another firm.

Operational requirements could still increase as more material streams are added into the list of collection services (e.g., yard waste, bulky items, etc.). This could become a procurement challenge to get competitive rates for expanded service during the term of a contract.

Funding sources may change or become less reliable from a City cost perspective. A contract may not have adequate flexibility to change terms if the City needs to adjust to a new revenue reality. For example, less funding may require less service.

## Village of Kohler Pricing Proposal

Advanced Disposal provided 95, 65, or 32 gallon carts



### Automated Weekly Collection

- Cost of Trash: \$7.75/month
- Cost of Recycling: \$3.95/month
- Cost of Yard Waste: \$4.20/month

Total Monthly Operating Cost Per Household: Solid Waste/Recycling  
\$11.70

- 200yd Yard Waste \$150/haul included disposal
- 20yd Street Sweeping \$110/haul \$60/ton

### Special Events and Services

- Any Village sponsored festivals/picnics trash and recycling services will be donated by Advanced Disposal
- All Village of Kohler dumpsters are at no charge (i.e. Parks, DPW)

# Village of Kohler Pricing Proposal

Advanced Disposal provided 95, 65, or 32 gallon carts

## Price Changes/Term: 5 Year

- Years 1-2: Price remains firm
- Years 3-5: Rates will increase  
CPI not to exceed 3%



## Fuel Surcharge

- Applied to all services as follows:
- \$4.00 - \$4.25: 1% of Collection Revenue
- \$4.25-\$4.50: 2% of Collection Revenue
- \$4.50- \$4.75: 3% of Collection Revenue
- \$4.75- \$5.00: 4% of Collection Revenue
- Every \$.25 increase in fuel cost an additional 1% will be added

# Automated Garbage Analysis

Department of Public Works  
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An aerial photograph of a city skyline, likely New York City, featuring numerous skyscrapers. A large, semi-transparent green circle is centered over the image. The text "Findings and Conclusions" is written in white, sans-serif font across the middle of the green circle.

## Findings and Conclusions

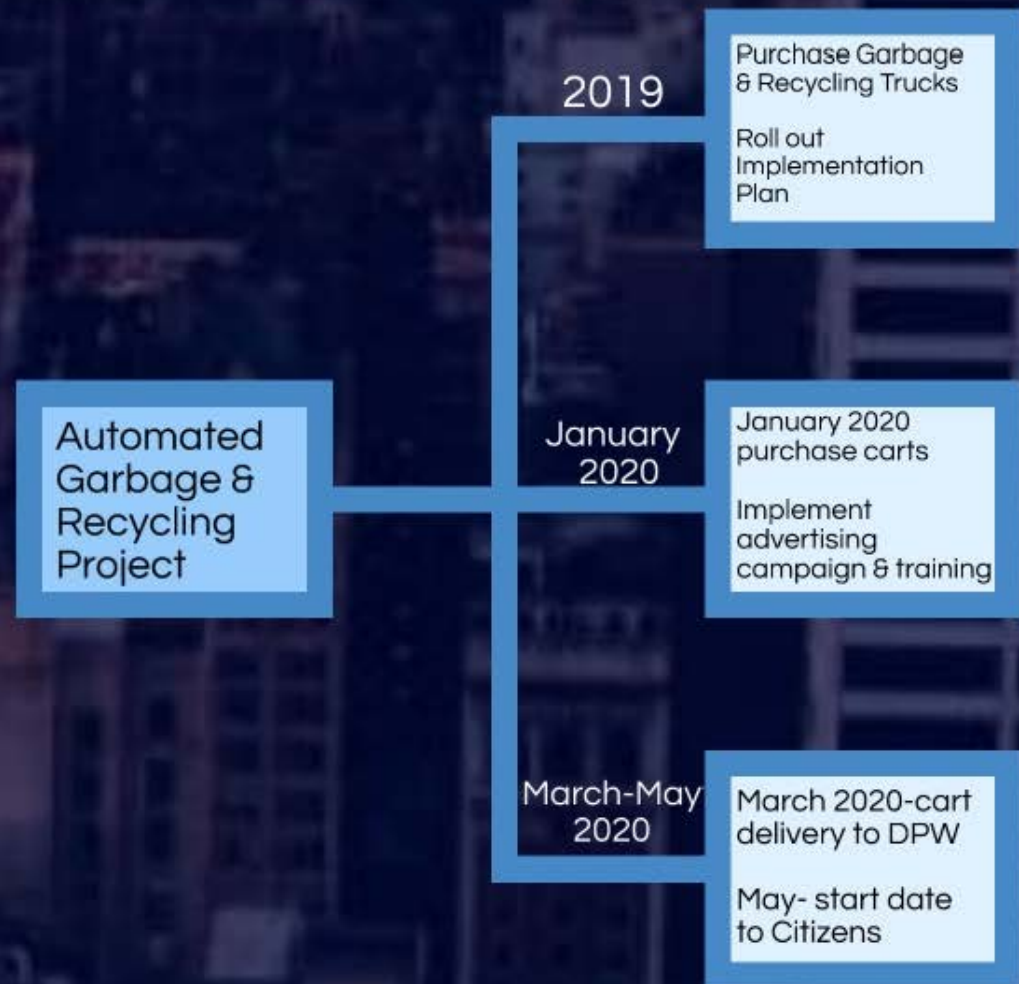
# Review the Options

	OPTION #1	OPTION #2	OPTION #3
<i>Proposed System Title</i>	<i>Maintain Current System</i>	<i>New, Fully Automated Side Loaders (ASL)</i>	<i>Contract</i>
Truck Owner	City	City	Contractor
Cart Owner	n.a. (i.e., no carts)	City	City
Equipment Type	60/40 split body, rear-load packers	Single compartment, ASL trucks	Single compartment, ASL trucks
Collection Process	Two person crews; manual loading (resident bags, etc.)	One person crews; fully automated with carts	One person crews; fully automated with carts
Collection Frequency	Weekly for garbage Weekly for recyclables	Weekly for garbage Biweekly for recyclables	Weekly for garbage Weekly for recyclables
Approximate Implementation Date	Immediate (i.e., maintain current system)	Spring 2020	Spring 2020

Options Cost Analysis	OPTION #1	OPTION #2	OPTION #3
Proposed System Title	Maintain Current System	New Fully Automated Side Loaders (ASL)	Contract
First Year Truck Capital Costs:	\$445,600	\$250,000 (Over 7 years)	
First Year Cart Costs:		\$434,452 (Over 10 years)	\$434,452
Monthly cost of carts per household		\$1.97	\$1.97
"Total Personal Services"	\$645,961	\$484,470.75	
Truck Operating Costs:	\$375,000	\$375,000	
Subtotal from above (no garbage/recycling tipping fees)	\$1,466,561	\$1,543,925	
First year cost per household per month	\$6.64	\$6.99	
	ASSUMED MONTHLY CONTRACT COLLECTION PRICE PER HOUSEHOLD		\$6
First year contract collection cost			\$1,324,584
Garbage Disposal Price per Ton (2018)	\$47.84	\$47.84	\$47.84
First year garbage disposal cost	\$539,322	\$539,322	\$539,322
Monthly garbage disposal cost per household	\$2.44	\$2.44	\$2.44
Recyclables Disposal Price per Ton (2018)	\$0.00	\$0.00	\$0.00
TOTAL OPERATING COST (First Year)	\$1,904,887	\$1,984,793	\$2,298,358
Monthly total operating cost per household	\$9.08	\$9.43	\$10.41

Foth Consultants and Engineering has been contracted to assist the Department of Public Works with a comprehensive implementation plan which includes:

- Communication Plans
- Educational Materials
- Procedures & Workflows



# Pricing

## Monthly Total Operating Cost Per Household

Option 1	Option 2	Option 3	Contract Comparison
\$9.08	\$9.43	\$10.41	\$11.70
Maintain current system	Automated Garbage and Recycling Collection	City of Sheboygan Contract Foth 2018 estimated costs	2019 Village of Kohler Contract Solid Waste/ Recycling

# Funding Options for Garbage & Recycling Carts

## Borrowing Option

Cost \$2,183,000 @ 3%/10 years = \$171,154

### Advantages

- No upfront costs to citizens
- Amortized over 10 year period

### Disadvantages

- Possibility of impacting City of Sheboygan's bond rating
- Tax increase for citizens not participating in service
- Limit other Public Works improvement projects

## Recycling Fee Option

Cost \$2,183,000

Impose a \$4 monthly recycling fee to citizens  
18,397 house holds = \$883,056 annually

### **Advantages**

- Minimal cost to citizens
- Does not add to the borrowing debt
- Does not impact City of Sheboygan's bond rating
- Increases City's operational capacity

### **Disadvantages**

- Additional monthly fee
- 2.5 year pay back

# Wisconsin Communities Garbage and Recycling Fees

\*Recycling only (garbage paid through taxes)  
+Garbage only (recycling paid through taxes)  
All fees are for service in 2018

Bob Dohr, Milwaukee Journal Sentinel  
Published 9:50 a.m. CT Nov. 20, 2018  
Updated 3:37 p.m. CT Nov. 20, 2018



**Proposed City of Sheboygan Garbage  
& Recycling fee \$108 per year**

**The average yearly garbage and  
recycling fee for the surveyed  
communities is \$170.00**

Community	Fee	Provider	Community	Fee	Provider
Village of Greendale	\$31.08*	Village of Greendale	Village of Hales Corners	\$153.74	Advanced Disposal
City of Port Washington	\$36*	Advanced Disposal	Village of Pewaukee	\$160	Advanced Disposal
City of Glendale	\$48+	Advanced Disposal	Town of Waukesha	\$162.19	Advanced Disposal
Town of Cedarburg	\$48.60*	Town (gbg) Waste Management (rec)	Village of Merton	\$165	Advanced Disposal
Village of Mukwonago	\$63*	Johns Disposal Service	Village of Eagle	\$174.49	Johns Disposal Service
Village of Fox Point	\$78*	Village (gbg) Waste Management (rec)	City of Greenfield	\$182.42	Johns Disposal Service
Village of Brown Deer	\$80*	Advanced Disposal	Village of Lannon	\$186	Johns Disposal Service
City of West Allis	\$90	City of West Allis	Village of Saukville	\$186	Advanced Disposal
City of Muskego	\$106	Advanced Disposal	Town of Geneseo	\$186.84	Johns Disposal Service
City of Franklin	\$106.95	Johns Disposal Service	Town of Eagle	\$195.60	Johns Disposal Service
City of Cudahy	\$125	Advanced Disposal	Town of Delafield	\$202.92	Advanced Disposal
City of Pewaukee	\$135	Johns Disposal Service	Town of Oconomowoc	\$203	Advanced Disposal
Village of Sussex	\$135	Johns Disposal Service	Town of Brookfield	\$204	Advanced Disposal
City of New Berlin	\$144	Advanced Disposal	Town of Merton	\$213	Advanced Disposal
Town of Vernon	\$144.82	Advanced Disposal	Village of Summit	\$221	Advanced Disposal
Village of Hartland	\$145	Advanced Disposal	Village of Nashotah	\$226	Advanced Disposal
City of Oconomowoc	\$150	Johns Disposal Service	Town of Lisbon	\$229	Advanced Disposal
			Village of Elm Grove	\$238.24	Johns Disposal Service

In conclusion, both citizens and the Department of Public Works believe that the City of Sheboygan should move away from manually collecting garbage and move to a cart based system.

The Department recommends implementing the monthly \$4.00 per household recycling fee. This is consistent with communities in southeastern Wisconsin.



# Automated Garbage Analysis

Department of Public Works  
Streets and Sanitation  
Division



Overview

Why  
Automated?

Findings and  
Conclusions

Staff

The Foth  
Analysis

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution expressing the sense of the Council that transitioning to an Automated Garbage and Recycling Collection Program is in the best interest of the City.

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

---

**REPORT DATE:** March 19, 2019

**MEETING DATE:** March 26, 2019

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**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** The City of Sheboygan’s Department of Public Works currently operates its residential garbage and recycling program by manually collecting garbage and recycling materials in bags. The current trucks used for the City’s residential garbage and recycling program are nearing the end of their life cycle and need to be replaced. Industry standards for collection garbage and recycling have moved away from manual collection and toward an automated cart based collection systems.

**STAFF COMMENTS:** The Department of Public Works engaged Foth Infrastructure and Environmental LLC to analyze the various options for residential garbage and recycling collection. Foth provided three options to the City: maintain the current system, convert to a city operated cart based automated collection system, and contract a cart based automated collection system. The Department of Public Works concluded that it would be more cost effective for our employees to continue to provide garbage and recycling services for the citizens of Sheboygan utilizing a cart based automated collection system. The Department also believes that automated garbage and recycling collection will improve worker’s health and safety, result in cleaner collection, and lead to increased recycling.

**ACTION REQUESTED:** Motion to recommend the Common Council approve Res. No. 190-18-19 authorizing the Department of Public Works to establish an Automated Garbage and Recycling Collection Program for the citizens of the City of Sheboygan.

**ATTACHMENTS:**

- I. Res. No. 190-18-19

- II. Automated Garbage and Recycling Executive Summary
- III. Automated Garbage and Recycling Presentation
- IV. Foth Report

III

4.4

Res. No. 190 - 18 - 19. By Alderpersons Wolf and Sorenson.  
March 18, 2019

A RESOLUTION expressing the sense of the Council that transitioning to an Automated Garbage and Recycling Collection Program is in the best interest of the City.

WHEREAS, the City of Sheboygan's Department of Public Works ("Department") currently operates its residential garbage and recycling program by manually collecting garbage and recycling materials in bags; and

WHEREAS, the trucks used for the City's residential garbage and recycling program are nearing the end of their life cycle; and

WHEREAS, in anticipation of the need to replace the trucks, the City engaged Foth Infrastructure and Environmental LLC ("Foth") in order to analyze the various options for residential garbage and recycling collection as they currently exist and to understand their application to Sheboygan; and

WHEREAS, based on the Foth analysis, and the Department's knowledge and experience with residential garbage and recycling collection, the Department recommends that the City's residential garbage and recycling program convert to an automated garbage and recycling collection program that is operated by the City ("Automated Garbage and Recycling Collection Program"); and

WHEREAS, the Department believes that the Automated Garbage and Recycling Collection Program will improve workers' health and safety, result in cleaner collection, and lead to increased recycling; and

WHEREAS, the Council recognizes that there are numerous steps that will need to be taken in order to bring the Automated Garbage and Recycling Collection Program online, including the purchase and delivery of new trucks and the necessary carts, changes to City ordinances related to garbage and recycling, and public outreach; and

WHEREAS, given the long lead time, the Department proposes to order the new garbage and recycling trucks, which the Department expects will cost approximately \$2 million, shortly after receiving Council approval; and

WHEREAS, the Department anticipates working with the Council and the City Attorney during the spring, summer, and fall of 2019 to prepare any revisions to the municipal code made necessary by the Automated Garbage and Recycling Collection Program; and

WHEREAS, the Department anticipates working extensively with the community as part of a coordinated outreach and education program; and

WHEREAS, in early 2020, the Department anticipates returning to the Council with a request to approve the purchase of the necessary garbage and

Public Works

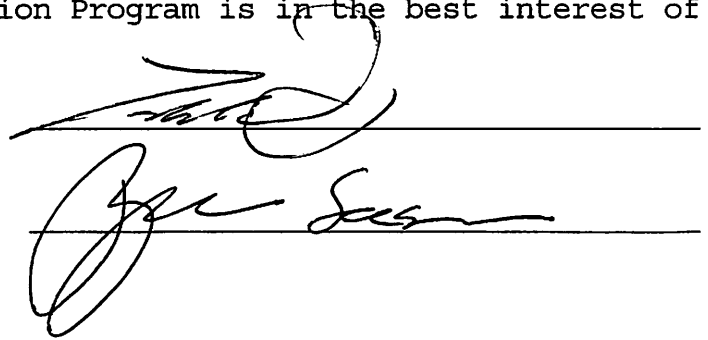
recycling bins for the Automated Garbage and Recycling Collection Program, which the Department anticipates will cost approximately \$2 million; and

WHEREAS, given the current lead time for garbage and recycling trucks and carts, the need for public outreach, and the need for training on the new garbage and recycling trucks, the Department is targeting beginning the Automated Garbage and Recycling Collection Program in Spring 2020; and

WHEREAS, the Council notes that the Department has proposed paying for some of the operational costs related to the Automated Recycling Program through the imposition of a Recycling Fee; and

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

NOW, THEREFORE, BE IT RESOLVED: That it is the sense of the Council that transitioning the City's current manual garbage and recycling program to an Automated Garbage and Recycling Collection Program is in the best interest of the City.



Two handwritten signatures are present, each written over a horizontal line. The top signature is more stylized and cursive, while the bottom signature is more legible and appears to read 'John S. ...'.

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



# BUSINESS EXECUTIVE SUMMARY

## Automated Garbage and Recycling



## Executive Summary

The Department of Public Works Streets and Sanitation Division currently operates a residential garbage and recyclables collection system based on manual lifting, and collection of materials from bags purchased by residents. The current life cycle of the existing garbage collection equipment is at its end and is in need of replacement. The Department of Public Works is recommending transitioning to an automated garbage and recycling collection system. This is the industry standard and trend. The City of Sheboygan is currently one of only two communities' state wide that is not on an system. The current system imposes many safety hazards such as exposure to sharps, communal diseases and physical injury. All which can result in higher workman compensation claims. This program has several phases of implementation. Public Works is recommending purchasing new automated garbage collection trucks in 2019 and implementing a cart-based collection system starting in the calendar year 2020 with the purchase of carts.

## Analysis

The City contracted with Foth Infrastructure and Environmental LLC to analyze specific options for automating collection. The feasibility study examined three options for the City of Sheboygan which included:

- Maintain the current system
- Implement an automated garbage and recycling program with all its necessary equipment, labor, and contractual services
- Contract for automated collection of garbage and recycling

## Findings

The Department reviewed the Foth Analysis Study, as well as, conducted a citizen survey. They also reviewed a neighboring community 2019 contract. Both citizens and the Department of Public Works believe that the City of Sheboygan should move away from manually collecting garbage and move to a cart-based system. The Department recommends converting to a City operated automated garbage and recycling collection system that includes purchasing seven automated side loader trucks in 2019 totaling \$ 2,002,498. The lead time to purchase and acquire the new collection equipment is currently over nine months; as a result, it is necessary to approve the purchase of the said equipment in order to meet the implementation schedule of spring 2020. In early 2020, garbage and recycling carts would be purchased totaling \$2,183,000. In addition, the Department of Public Works is requesting to enter into contract with Sun Graphics Media for website, social media management, marketing support, design services, and video production.

Sun Graphics will assist the Department in creating an extensive public education outreach and establish comprehensive community engagement, which is critical for the success of the of the project.

Advantages of implementing an automated garbage and recycling collection system include improved workers health and safety, cleaner collection and increased recycling. In order to fund the project, the Department recommends implementing a \$12.00 quarterly per household recycling fee. This is consistent with communities in southeastern Wisconsin.

## Risk

Risks include higher truck and cart capital and maintenance costs, storage of carts and avoidance of overhead obstacles such as trees.

## Execution Plan

The Execution Plan includes an extensive project plan that will ensure the project's success. Key milestones of the plan include:

- 2019 Purchase of garbage and recycling trucks
- 2019 Roll out implementation plan for project
- 2020 Early January purchase carts
- 2020 Administer education, advertising campaign and training

## Financials

Conversion to an automated garbage and recycling collection system will cost the City of Sheboygan a total of \$4,227,748

The total monthly operating cost per household will be \$9.43. The City plans on imposing a \$12 quarterly recycling fee to citizens. Currently, there are approximately 18,397 households in the City of Sheboygan; \$883,056 would be collected annually from the recycling fee. The purpose of this fee is to recover costs of the project. The monthly fee would be incorporated into the Water Utility billing sent to citizens quarterly.

The funding for this project is as follows:

- Seven side loader garbage and recycling trucks to be purchased in 2019 totaling \$2,002,498. The truck purchase would be funded by the Motor Vehicle Capital Improvement Fund.
- The purchase of garbage and recycling carts to be included in the 2020 Capital Improvement Program totaling \$2,183,000.
- Sun Graphics Media contract \$ 42,250 for website, social media management, marketing support, and design services to be funded in 2019 by the Motor Vehicle Capital Improvement Fund, and garbage recycling accounts.

## *ACX64 Class 8*

Autocar Sales Managers  
NA

Prepared By : Andy Schulze  
atschulze@autocartruck.com

Prepared For : JASON BLASIOLA  
CITY OF SHEBOYGAN

Monday, February 18, 2019 8:18:36 PM EST

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02/18/2019

## Chassis Specification

		Description	Front Weight	Rear Weight	
<b>AUTOCAR TRUCKS</b>					
O	ENG0001	<b>ENGINEERING GROUP IDENTIFIER</b>	AUTOCAR ENGINEERING	0	0
O	5000002	<b>CAB SHELL</b>	SINGLE RIGHT HAND DRIVE CAB	0	0
O	100U001	<b>CUSTOMER TYPE</b>	MUNICIPAL	0	0
<b>SOLUTION</b>					
O	C04012	<b>BODY COMPANY</b>	NEW WAY	0	0
O	C02004	<b>BODY TYPE</b>	AUTOMATED SIDE LOADER	0	0
O	C003001	<b>TRUCK TYPE (WRENCH CODE)</b>	ASL, NEW WAY SIDEWINDER, WB219, NO AUX AXLE, DIESEL	0	0
O	C06706	<b>BODY STYLE</b>	NEW WAY SIDEWINDER	0	0
O	C05031	<b>TOTAL BODY CAPACITY - BODY/HOPPER</b>	31 YARD	0	0
O	C01003	<b>APPLICATION</b>	REFUSE - LANDFILL	0	0
O	C11006	<b>BODY COMPANY SERVICE OPTION</b>	CONTAINER DUMP	0	0
O	C03003	<b>TERRITORY</b>	CENTRAL	0	0
O	D010200	<b>FRONT GAWR</b>	20000 LBS	0	0
O	D020460	<b>REAR GAWR</b>	46000 LBS	0	0
O	D100620	<b>GVWR</b>	62000 LBS (TRANSMISSION LIMITED)	0	0
<b>ENGINE</b>					
S	1012002	<b>ENGINE ASSY</b>	L9 '17 350HP / 2200RPM / 1150 LB-FT, CUMMINS	0	0
<b>ENGINE EQUIP</b>					
O	122002	<b>PTO-ENGINE FRONT</b>	ADAPTER FOR SPICER 1350	40	-9
O	4382003	<b>FILTER-FUEL, CHASSIS MOUNTED</b>	DAVCO 245 W/ H2O PROBE & 12V HEAT	0	0
O	180024	<b>ENGINE BLOCK HEATER</b>	PHILLIPS 120V 1000 WATT	5	0
O	1810003	<b>HEATER RECEPTICAL LOCATION-ENGINE</b>	RECEPTACLE LOCATED AT CAB STEPS, RH SIDE	0	0
O	2302001	<b>MUFFLER SYSTEM</b>	LH VERT HORIZ DPF/SCR	0	0
O	115A200	<b>TURBO HEAT SHIELD</b>	TURBO HEAT SHIELD	0	0
<b>TRANSMISSION</b>					
O	2700022	<b>TRANSMISSION</b>	ALLISON 3000 SERIES,6-SPEED	0	0

### FRONT AXLE

S	3700002	<b>FRONT AXLE</b>	MERITOR MFS-20 STEER AXLE, 20000# CAPACITY	0	0
O	371025	<b>FRONT SUSPENSION</b>	10100 LB FLATLEAF, 22,000 GROUND CAPACITY	-42	3
O	371T01	<b>SUSPENSION, FRONT AUX</b>	AUX LOAD CUSHION	10	0
O	7510001	<b>BRAKES-FOUNDATION, FRONT AXLE</b>	MERITOR 16.5X7" QP REFUSE BRAKE	29	0
O	383107	<b>STEERING GEAR</b>	INTEGRAL POWER STEERING W/LEFT HAND RAM	0	0

### REAR AXLE

O	330444	<b>REAR DRIVE AXLE-SINGLE &amp; TANDEM</b>	MERITOR RT46-160 46,000 LB	0	430
O	331538	<b>REAR DRIVE AXLE RATIO</b>	5.38	0	0
O	333017	<b>REAR DRIVE AXLE ANTI- SPIN DEVICES</b>	TANDEM AXLE REAR CARRIER ONLY	0	33
O	3500004	<b>REAR SUSPENSION</b>	HENDRICKSON HMX-460 SUSP @ 54" AS	0	0
O	7610001	<b>BRAKES-FOUNDATION, REAR AXLE</b>	MERITOR 16.5X8.62" QP REFUSE BRAKE	0	42

### BRAKES

O	729003	<b>AIR LINES-PARKING BRAKE, CHASSIS</b>	WORK BRAKE; YELLOW VALVE ACTIVATED	5	5
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### CHASSIS

O	400219	<b>WHEELBASE</b>	219 INCHES	17	20
O	402074	<b>FRAME-REAR OVERHANG</b>	74"	42	-150
O	4470003	<b>LH FUEL TANK SPACERS</b>	LH FUEL TANK SPACED 2", DROPPED 2"	7	5
O	4280003	<b>DRILLING FUEL TK SUPT- LEFT</b>	FUEL TANK LHS LOCATION - SPEC DRIVEN	0	0
O	8160013	<b>BATTERY BOX SPACERS</b>	BATTERY BOX SPACED 2", DROPPED 0" ON SPACERS WITH SPACERS DROPPED ADDITIONAL 2"	0	0
O	8090003	<b>BATTERY BOX DRILLING</b>	BATTERY BOX LOCATION - SPEC DRIVEN	0	0
O	7090003	<b>AIR TANK DRILLING</b>	AIR TANKS LOCATION SPEC DRIVEN	0	0
O	715009	<b>WET TANK DRAIN</b>	BENDIX DV-2 AUTOMATIC WITH HEATER	1	1
O	715T003	<b>AIR RESERVOIR DRAIN SYSTEM</b>	CENTRAL MANIFOLD W/ PETCOCKS	2	2
O	713023	<b>AIR DRYER</b>	BENDIX ADIP W/HEAT	0	0
O	7100008	<b>AIR DRYER DRILLING</b>	AIR DRYER MTD OUTSIDE RAIL, RHS, SPEC DRIVEN	0	0

**CAB EXTERIOR**

O	5120001	<b>POWER WINDOWS</b>	DUAL INTERNAL REGULATOR POWER WINDOWS	4	0
O	6220017	<b>MIRRORS-DUAL WEST COAST</b>	MIRROR, BLACK, HTD, REMOTE W / LWR HTD CONVEX	0	0
O	6180002	<b>DOWN VIEW MIRRORS</b>	SINGLE DOWN VIEW MIRROR, LH SIDE	0	0

**RADIO/MISC**

O	5090001	<b>KEY &amp; LOCK SETS- IGN/DOORS</b>	2 ADDITIONAL KEYS PER TRUCK (4 TOTAL)	1	0
O	5900006	<b>RADIO</b>	AM/FM RADIO, ROOF MOUNTED	13	-4
O	5910002	<b>ANTENNA/POWER SUPPLY</b>	ANTENNA - ROOF MOUNTED	0	0
O	596005	<b>RADIO SPEAKERS</b>	2 DUAL CONE SPEAKERS	0	0
O	962003	<b>FIRE EXTINGUISHER</b>	DRY TYPE ABC 5LB. CAP MTD. IN CAB	2	0

**OTHERS**

O	9722018	<b>CERTIFICATION- EMISSIONS</b>	COMPLIES WITH 2018 U.S. EMISSIONS	0	0
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**SUB TOTALS**

BASE WEIGHT	10,431	6,154
FACTORY OPTION WEIGHT	149	351
DISTRIBUTOR OPTION WEIGHT	0	0

**TOTALS**

TOTAL WEIGHT (LB)	10,580	6,505	17,085
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02/18/2019

## Quote Summary

Values are in U.S. Dollar

<i><b>EQUIPMENT</b></i>	<i><b>EACH</b></i>	<i><b>TOTAL</b></i>
<b>ACX64 Class 8</b>	<b>\$140,512.44</b>	<b>\$140,512.44</b>
<b>SINGLE RIGHT HAND DRIVE CAB</b>		
<b>QUANTITY</b>	<b>1</b>	
ADDITIONAL PURCHASED COVERAGES	\$0.00	\$0.00
EPA SURCHARGE	\$0.00	\$0.00
ADDITIONAL PRICE ADJUSTMENT	\$0.00	\$0.00
FACTORY CONTRACT MODIFICATION	\$0.00	\$0.00
OUTSIDE CONTRACT FREIGHT	\$0.00	\$0.00
MISC/ORDER CHANGE FEES	\$750.00	\$750.00
ADDITIONAL SURCHARGE	\$0.00	\$0.00
NORTH AMERICAN FREIGHT VIA DESIGNATED SHIPPER	<b>\$1,950.00</b>	<b>\$1,950.00</b>
<b>TOTAL EQUIPMENT PRICE</b>	<b>\$143,212.44</b>	<b>\$143,212.44</b>
<i><b>OTHER CHARGES</b></i>	<i><b>EACH</b></i>	<i><b>TOTAL</b></i>
FET AMOUNT TOTAL	\$0.00	\$0.00
STATE TAX/OTHER FEES	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL QUOTE</b>	<b>\$143,212.44</b>	<b>\$143,212.44</b>

\_\_\_\_\_  
 Dealer Signature

\_\_\_\_\_  
 Customer Signature

\_\_\_\_\_  
 Date

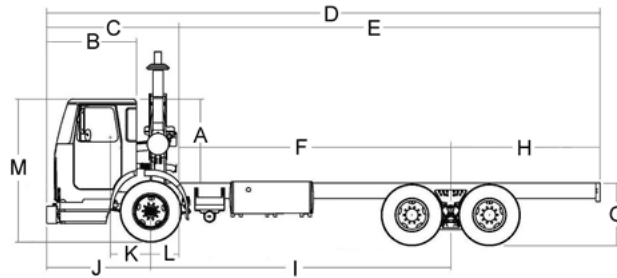
\_\_\_\_\_  
 Date

- By signing the Quote Summary, Customer approves the information contained in the Quote, subject to final approval by Autocar. Autocar endeavors to provide but does not guarantee error-free Quotes. All price quotations are for informational purposes only, and prices are subject to change without notice. Final prices will be reflected on the invoice for the Autocar chassis or on a document expressly evidencing Autocar's intent to be bound. Autocar may substitute comparable components for those listed on any quote. Estimates of unloaded weight distribution are provided for informational purposes only, are not guaranteed by Autocar and do not take into account vehicle application, body type or other modifications. Autocar is not responsible for modifications to the Autocar chassis after shipment from the Autocar assembly plant. Modifications by body builders and other upfitters or converters may void the Autocar limited warranty in whole or in part.

- Autocar will deliver the Autocar chassis to the designated agent for delivery.

02/18/2019

# Dimensions



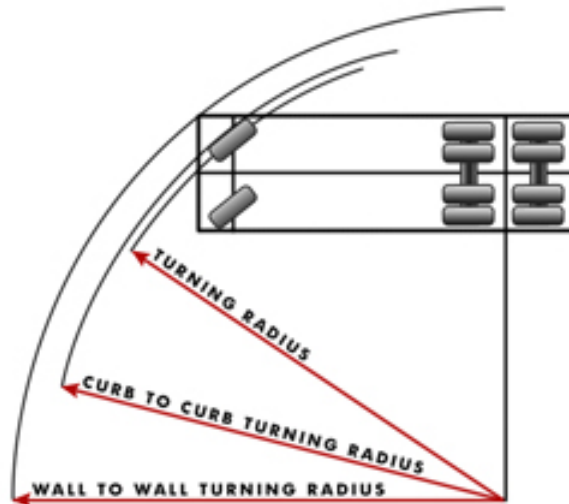
	Dimension(ft)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	95.00	EFFECTIVE BUMPER TO BACK OF CAB
D	364.00	OVERALL LENGTH
E	269.00	EFFECTIVE CAB TO END OF FRAME
F	195.00	EFFECTIVE CAB TO REAR AXLE
G	42.95	UNLADEN FRAME HEIGHT
H	74.00	OVERHANG
I	219.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	24.00	EFFECTIVE FRONT AXLE TO BACK
M	101.95	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

## SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9 '17 350HP / 2200RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 3000 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

02/18/2019

# Turning Radius



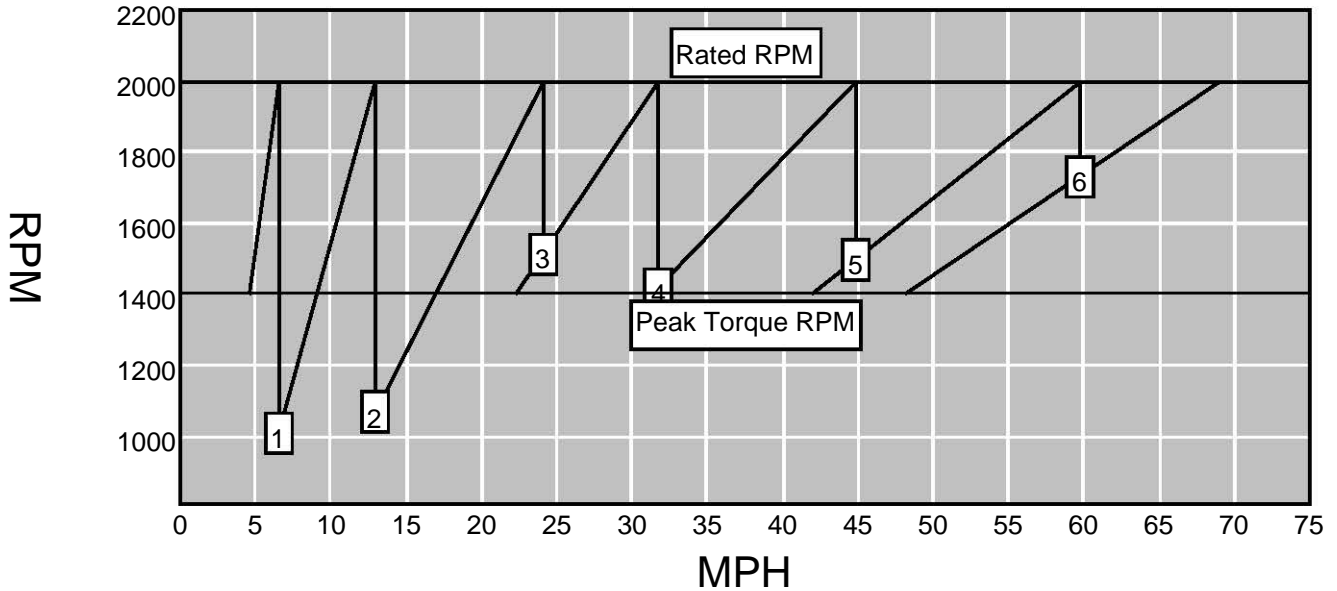
	Dimension(ft)	Description
A	36.88	TURNING RADIUS
B	75.88	CURB TO CURB TURNING DIAMETER
C	82.03	WALL TO WALL TURNING DIAMETER

## SPECIFICATION SUMMARY

Model	
Engine	L9 '17 350HP / 2200RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 3000 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

02/18/2019

## Shift Chart



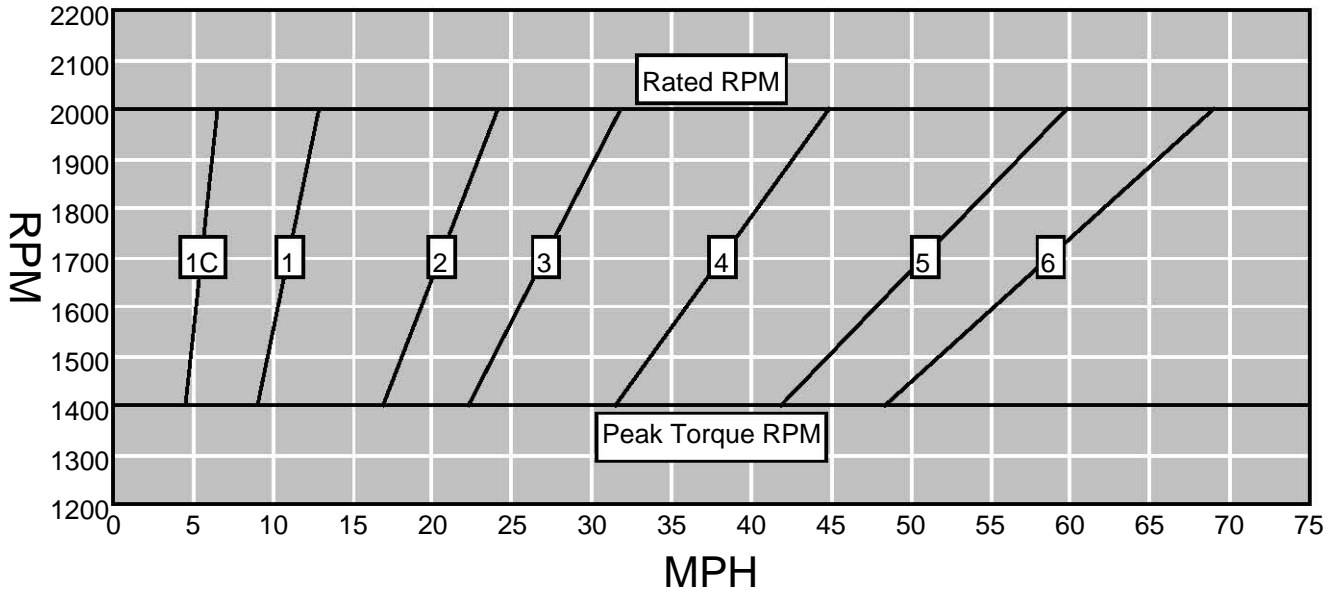
Gear	Trans. Ration	Rear Axle Ration	Overall Reduction	% Split	MPH	RPM After Shift
1C	6.91	5.38	37.2	0.0	6.5	0
1	3.49	5.38	18.8	98.0	12.9	1,010
2	1.86	5.38	10.0	87.6	24.1	1,065
3	1.41	5.38	7.6	31.9	31.8	1,516
4	1.00	5.38	5.4	41.0	44.9	1,418
5	0.75	5.38	4.0	33.3	59.8	1,500
6	0.65	5.38	3.5	15.4	69.0	1,733

### SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9 '17 350HP / 2200RPM / 1150 LB-FT, CUMMINS
Rated Power	350 HP @ 2000 RPM
Peak Torque	1150 LB-FT @ 1400
Transmission	ALLISON 3000 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	497

02/18/2019

## Operating Range



Gear	Trans. Ratio	Rear Axle Ratio	Minimum MPH	Maximum MPH
1C	6.91	5.38	4.5	6.5
1	3.49	5.38	9.0	12.9
2	1.86	5.38	16.9	24.1
3	1.41	5.38	22.3	31.8
4	1.00	5.38	31.4	44.9
5	0.75	5.38	41.9	59.8
6	0.65	5.38	48.3	69.0

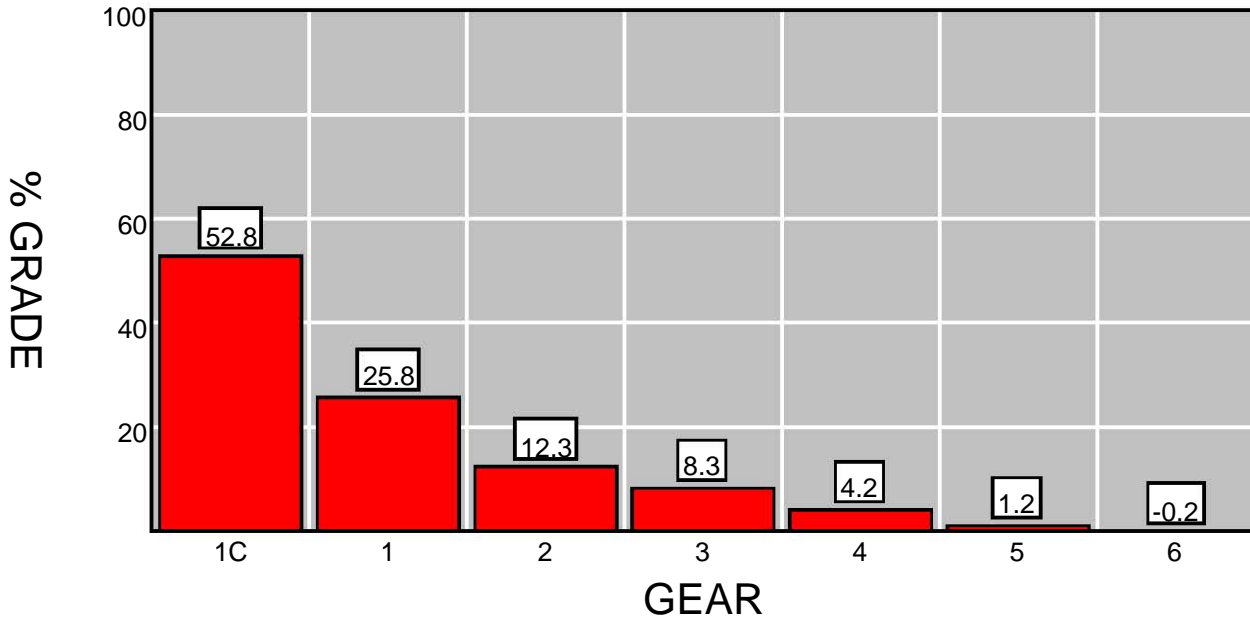
### SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9 '17 350HP / 2200RPM / 1150 LB-FT, CUMMINS
Rated Power	350 HP @ 2000 RPM
Peak Torque	1150 LB-FT @ 1400
Transmission	ALLISON 3000 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	497



02/18/2019

## Gradeability



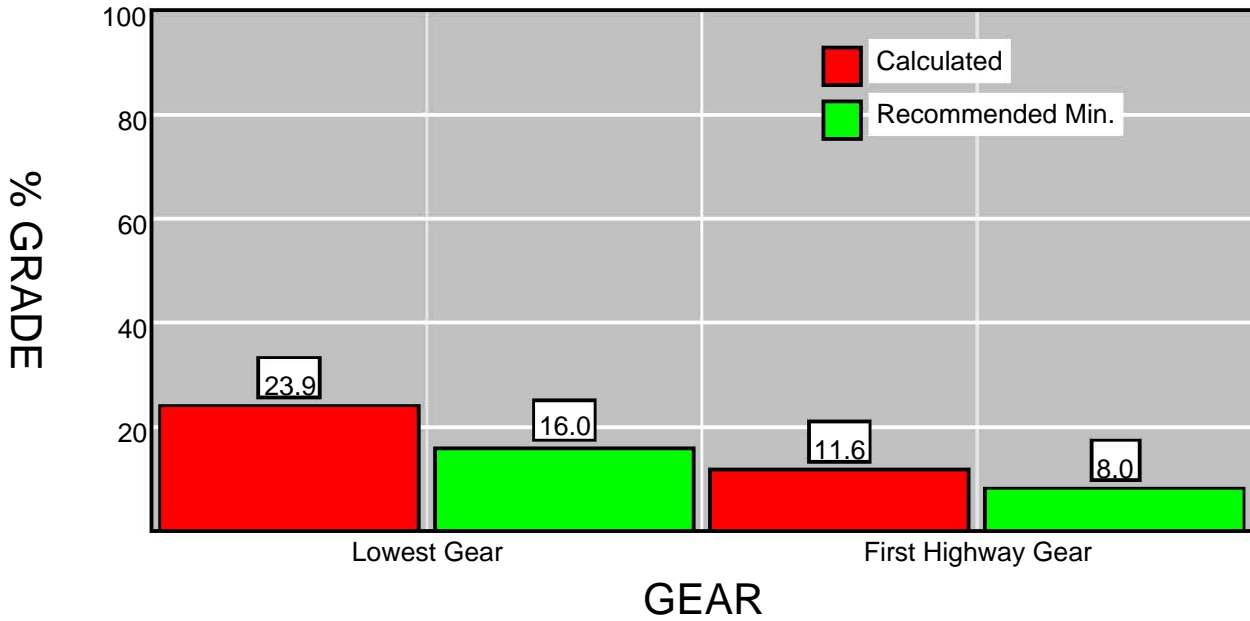
Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	Peak Torque	Wheel HP	MPH	Maximum Grade%
1C	6.91	5.38	37.2	1,150.0	279.6	4.5	52.8
1	3.49	5.38	18.8	1,150.0	279.6	9.0	25.8
2	1.86	5.38	10.0	1,150.0	279.6	16.9	12.3
3	1.41	5.38	7.6	1,150.0	279.6	22.3	8.3
4	1.00	5.38	5.4	1,150.0	279.6	31.4	4.2
5	0.75	5.38	4.0	1,150.0	279.6	41.9	1.2
6	0.65	5.38	3.5	1,150.0	279.6	48.3	-0.2

### SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9 '17 350HP / 2200RPM / 1150 LB-FT, CUMMINS
Peak Torque	1150 LB-FT @ 1400
Transmission	ALLISON 3000 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	497
GVW/GCV	0
Surface	Concrete

02/18/2019

## Startability



Gear	Application	Recommended Minimum Grade %	Calculated Grade %
Lowest Gear	City	12.0	n/a
	On Highway	16.0	23.9
	On-Off Highway	18.0	n/a
	Off Highway	20.0	n/a
First Highway Gear	All Applications	8.0	11.6

### "SPECIFICATION SUMMARY"

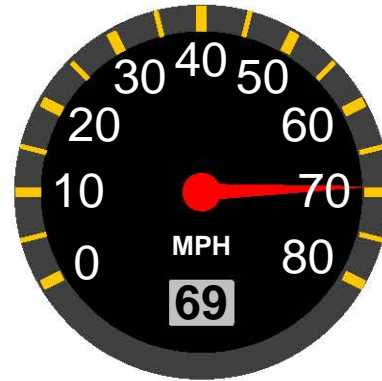
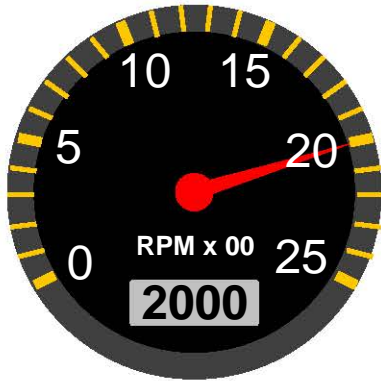
Model	ACX64 Class 8
Engine	L9 '17 350HP / 2200RPM / 1150 LB-FT, CUMMINS
Clutch Torque	550 LB-FT 700 RPM
Transmission	ALLISON 3000 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Radius	19.5
GVW/GCV	0
Surface	Concrete
Terrain	On Highway

02/18/2019

# Top Speed

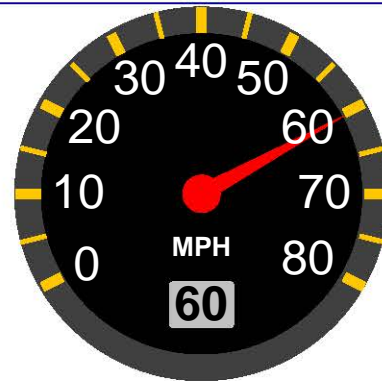
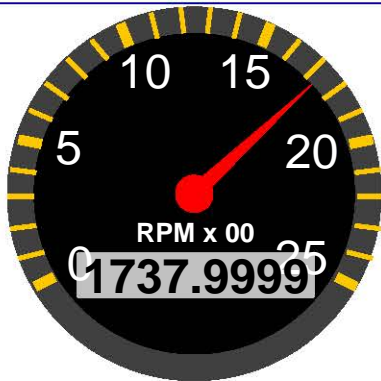
## Speed At Maximum RPM

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## RPM At 60MPH

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	MPH	RPM
Top Speed	69.0	2,000
Cruise Speed	60.0	1,738
Minimum Of Engine Range	41.4	1,200
Maximum Of Engine Range	69.0	2,000
Minimum Of Economy Range	41.4	1,200
Maximum Of Economy Range	75.9	2,200

## SPECIFICATION SUMMARY

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Model	ACX64 Class 8
Engine	L9 '17 350HP / 2200RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 3000 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	497

02/18/2019

## ***GAWR, GVWR & Tire Pressure***

<b>GVW Rating – 62,000#</b>			
<b>Front GAWR</b>	<b>20,000#</b>	<b>Rear GAWR</b>	<b>46,000#</b>
Front Suspension	22,000#	Rear Suspension	46,000#
Front Wheels	20,000#	Rear Wheels	59,100#
Front Tire Size And Tread	20,500#	Rear Tire Size And Tread	48,000#
Front Brakes	20,000#	Rear Brakes	46,000#
Front Axle	20,000#	Rear Axle	46,000#
<b>PSI</b>			
Front PSI	130.0	Rear PSI	105.0

Res. No. 191 - 18 - 19. By Alderpersons Wolf and Sorenson.  
March 18, 2019.

A RESOLUTION authorizing the Department of Public Works to purchase seven New Way/Autocar/automated garbage and recycling collection trucks.

WHEREAS, the trucks that are currently used for the City's residential garbage and recycling program are nearing the end of their life cycle; and

WHEREAS, the City of Sheboygan's Department of Public Works ("Department") believes now is an appropriate opportunity to automate the City's residential garbage and recycling program ("Automated Garbage and Recycling Collection Program"); and

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

WHEREAS, the Department has evaluated several manufacturers and brands of trucks for the Automated Garbage and Recycling Collection Program, and believes that the New Way/Autocar configuration is the most advantageous to the City; and

WHEREAS, the New Way/Autocar trucks are built in Scranton, Iowa; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other purchasing associations in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the New Way/Autocar trucks are available under the nationwide Sourcewell (formerly National Joint Powers Alliance) cooperative purchasing plan; and

WHEREAS, the City has obtained a quote for seven New Way/Autocar trucks with the specifications requested by the City, a copy of which is attached; and

WHEREAS, according to the quote, the cost will be Two Million Two Thousand Four Hundred Ninety-eight and 30/100 Dollars (\$2,002,498.30) for the seven trucks (or \$286,071.19 per truck); and

WHEREAS, having reviewed the relevant documents, the Department believes, and the Council agrees that this is the best procurement method for this purchase.

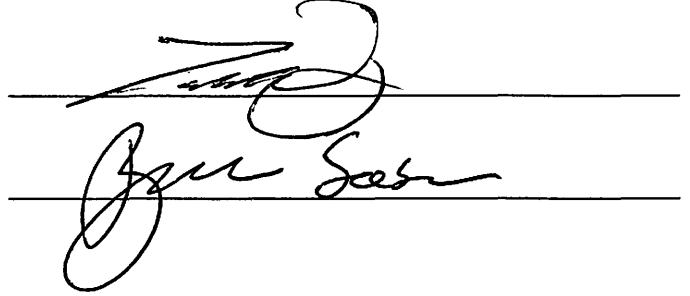
NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Envirotech Equipment for the purchase of seven (7) New Way/Autocar automated garbage and recycling collection trucks.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in Sourcewell

Public Works

Contract #112014-THC, a copy of which is available at [sourcewell-mn.gov](http://sourcewell-mn.gov).

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$2,002,498.33 (\$286,071.19 per truck) from the Motor Vehicle Equipment Heavy Trucks Fund (Account No. 70136100-641400).



Two handwritten signatures are present, each written over a horizontal line. The top signature is more stylized and cursive, while the bottom signature is more legible and appears to read "John Sabo".

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Driving The Difference.

Sourcewell Contract # 112014-NWY  
Quote for: City of Sheboygan  
2026 New Jersey Ave  
Sheboygan, WI 53081  
Dealer: Envirotech Equipment  
Date: 2/19/2019  
Sourcewell Member#: 66047

**Dealer must receive copy of PO**

Quantity	Part No.	Description	Sourcewell Price
1	8016	31 yd Dump	
STD	AS5010	Front Mount, Tandem Vane	
1	AS5070	LED Mid Body Back-up Lights (2)	
1	AS5071	LED Back-up Lights on Tailgate (2)	
1	AS5072	LED Work Lights (1 Light in Hopper and 1 curbside toward arm)	
STD		Strobe Light Package System - 2 oval lights mounted upper tailgate	
1	AS5078	LED Oval Strobes - 2 lights on lower tailgate	
1	AS5079	LED Oval Strobes - 2 lights on front of body	
STD	AS5080	Upper Light Bar With (2) Stop/Tail (standard)	
STD		Acrylic Urethane Enamel (White) - Body	
1	AS5150	Electronic Filter By-Pass Indicator In Cab	
1	AS5155	Quick Disconnect Pressure Gage	
STD		Arm Control Joystick on Counsel	
1	AS5161	Arm Controls Rocker Switches Under Seat	
1	AS5162	Arm Cycle Counter	
1	AS5171	Shovel/Broom Rack	
1	AS5173	Precrusher Panel	
1	AS5174	Hopper Access Ladder	
1		Arm Control Rocker Switches on Door	
1		Arm Spill Shield	
1		Trough Cleanout Tool	
1		Chromium Overlay - SuperTrack	
1		3/16" AR450 Hopper Floor & Side Liner	
1		Breaker Bar Rake Teeth	
1		Manual Autopack Button & Autopack Override Button	
1		Lincoln Lube - Body & Arm Grease System	
1		Arm Not Stowed Alarm in Cab	
1		Brigade 360 w/ Additional Arm & Hopper Camera	
1		LED Oval Strobes in Upper TG - NO Integrated Strobe Packages	
1		LED Oval Strobes in Upper & Lower TG to be wired to same cab switch	
1		NewWay Body Sub-Total	\$158,858.75
1		Autocar ACX Chassis (Dealer Supplied Sourced Product)	\$143,212.44
1		<u>Volume Purchase Discount per unit</u>	<u>-\$16,000.00</u>
		Total Price per unit	\$286,071.19
<b>Total Price for 7 complete units - Sourcewell Contract 112014-NWY</b>			<b>\$2,002,498.30</b>

**CITY MEMBER # MUST BE ON P.O.**



A Product of **Scranton Mfg. Co., Inc.** - 101 State Street - Scranton, IA 51462  
☎ 800.831.1858 ☎ 712.652.3399 - www.newwaytrucks.com

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing Department of Public Works to purchase seven New Way/Autocar automated garbage and recycling collection trucks from Envirotech Equipment under the nationwide Sourcewell cooperative purchasing plan for a total of \$2,002,498.33.

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

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**REPORT DATE:** March 19, 2019

**MEETING DATE:** March 26, 2019

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**FISCAL SUMMARY:**

Budget Line Item: 70136100  
Budget Summary: Motor Vehicle Fund  
Budget Expenditure: \$2,002,498.33  
Budgeted Revenue: \$170,000

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** The trucks that are currently used for the City's residential garbage and recycling program are nearing the end of their life cycle and need to be replaced. The Department of Public Works believes now is an appropriate opportunity to automate the City's residential garbage and recycling program.

**STAFF COMMENTS:** The Department has evaluated several manufacturers and brands of trucks for the Automated Garbage and Recycling Collection Program. The Department of Public Works believes that the New Way/Autocar configuration is the most advantageous to the City. The City of Sheboygan's Procurement Policy allows the City to join with other purchasing associations in cooperative purchasing plans when the best interest of the City would be served. The New Way/Autocar trucks are available under the nationwide Sourcewell cooperative purchasing plan.

**ACTION REQUESTED:** Motion to recommend the Common Council approve Res. No. 191-18-19 authorizing the appropriate City Officials to enter into contract with Envirotech Equipment under the nationwide Sourcewell cooperative purchasing plan to purchase seven New Way/Autocar automated garbage and recycling collection trucks for a total of \$2,002,498.33

**ATTACHMENTS:**

- I. Res. No. 191-18-19
- II. Sourcewell Contract # 112014-NWY
- III. Sidewinder-XTR-Specifications
- IV. Autocar Chassis Specification



Driving The Difference.

Sourcewell Contract # 112014-NWY

**Dealer must receive copy of PO**

Quote for: City of Sheboygan

2026 New Jersey Ave

Sheboygan, WI 53081

Dealer: Envirotech Equipment

Date: 2/19/2019

Sourcewell Member#: 66047

Quantity	Part No.	Description	Sourcewell Price
1	8016	31 yd Dump	
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STD	AS5080	Upper Light Bar With (2) Stop/Tail (standard)	
STD		Acrylic Urethane Enamel (White) - Body	
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1	AS5155	Quick Disconnect Pressure Gage	
STD		Arm Control Joystick on Counsel	
1	AS5161	Arm Controls Rocker Switches Under Seat	
1	AS5162	Arm Cycle Counter	
1	AS5171	Shovel/Broom Rack	
1	AS5173	Precrusher Panel	
1	AS5174	Hopper Access Ladder	
1		Arm Control Rocker Switches on Door	
1		Arm Spill Shield	
1		Trough Cleanout Tool	
1		Chromium Overlay - SuperTrack	
1		3/16" AR450 Hopper Floor & Side Liner	
1		Breaker Bar Rake Teeth	
1		Manual Autopack Button & Autopack Override Button	
1		Lincoln Lube - Body & Arm Grease System	
1		Arm Not Stowed Alarm in Cab	
1		Brigade 360 w/ Additional Arm & Hopper Camera	
1		LED Oval Strobes in Upper TG - NO Integrated Strobe Packages	
1		LED Oval Strobes in Upper & Lower TG to be wired to same cab switch	
1		NewWay Body Sub-Total	\$158,858.75
1		Autocar ACX Chassis (Dealer Supplied Sourced Product)	\$143,212.44
1		<u>Volume Purchase Discount per unit</u>	<u>-\$16,000.00</u>
		Total Price per unit	\$286,071.19

**Total Price for 7 complete units - Sourcewell Contract 112014-NWY \$2,002,498.30**

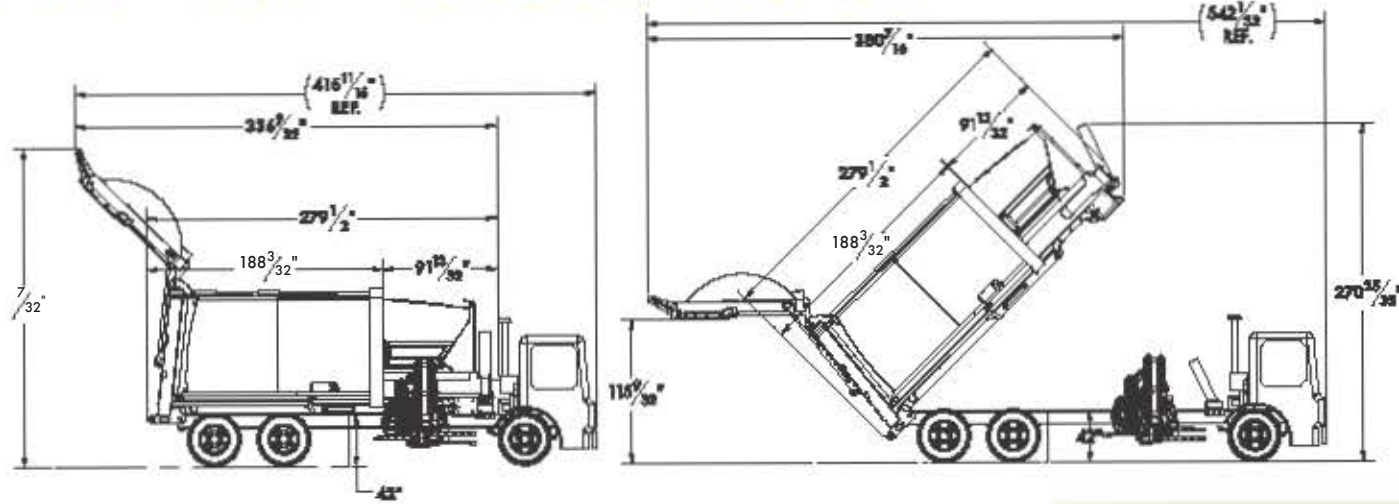
**CITY MEMBER # MUST BE ON P.O.**



A Product of **Scranton Mfg. Co., Inc.** - 101 State Street - Scranton, IA 51462  
T 800 831 1858 - F 712 652 3399 - www.newwaytrucks.com

# NEW WAY™ SIDEWINDER

Proudly USA Made



## GENERAL SPECIFICATIONS

Model	20 yd <sup>3</sup> Dump	22 yd <sup>3</sup> Dump	24 yd <sup>3</sup> Dump	29 yd <sup>3</sup> Dump	31 yd <sup>3</sup> Dump
Body Capacity	20 yd <sup>3</sup>	22 yd <sup>3</sup>	24 yd <sup>3</sup>	29 yd <sup>3</sup>	31 yd <sup>3</sup>
Body Width	96"	96"	96"	96"	96"
Body Length	237"	237"	247"	266"	277"
Body Height	105"	105"	105"	105"	105"
(Raised Tailgate Height)	215"	215"	215"	215"	215"
(Body Height (Raised))	195"	195"	195"	229"	229"

## MINIMUM CHASSIS SPECIFICATIONS

Model	20 yd <sup>3</sup> Dump	22 yd <sup>3</sup> Dump	24 yd <sup>3</sup> Dump	29 yd <sup>3</sup> Dump	31 yd <sup>3</sup> Dump
* Minimum GVWR	44,000 lb.	44,000 lb.	44,000 lb.	64,000 lb.	64,000 lb.
Usable C/A Requirement	Single axle 140"	Twin Axle/Hubbore Requirement (Tandem Axle)			
		136"	221"		

## PACKER SPECIFICATIONS

Hopper Capacity	6 cubic yards
Packer Scoop Volume	2 cubic yards
Packer Cycle Time	28 seconds
Ram Penetration	8.5 inches
Ram Compression Force	70,000 lb. @ 2,500 psi

## ARM SPECIFICATIONS

Arm Extension	144"
Arm Lifting Capacity	1800lb.
# Horizontal Mast Bearings	6
Arm Cycle Time	6-8 sec.

## BODY CONSTRUCTION

Roof	10 gauge 80 k
Walls	10 gauge-HL 430
Packer Panel	1/4 inch HL 458
Body Floor	8 gauge HL 458
Tailgate Deck	10 gauge HL 458
Tailgate Sides	10 gauge-30K
Hopper Floor/Walls	1/4 inch HL 458
Ram Guide	3/4" x 1" HL458 wear strip

## HYDRAULIC SYSTEM

Oil Reservoir	73 Gal.
Oil Flow Rate	
Body	25 gpm @ 180 psi
Arm	17 gpm @ 180 psi
Body Operating Pressure	
24-24 yd <sup>3</sup> units	2000psi
29-31 yd <sup>3</sup> units	2500psi
Arm Operating Pressure	2000psi
Boost	4-to-1 Boost
Return Filters	Spin-on 10 micron absolute
High Pressure Filter	Cartridge 10 micron absolute
Engine RPM	In gear at idle

## HYDRAULIC CYLINDER SPECIFICATIONS

Tailgate Cylinders	2" x 38" x 2"
Packer Panel Cylinders	4.5" x 45" x 2"
Gripper Cylinder	1.5" x 5" x 1"
Vertical Lift Cylinder	2" x 16" x 2"
Body Mast Cylinder	
24-31 yd	6.5" x 18" 4-Step
29-31 yd	6.5" x 18" 4-Step
Horizontal Mast Cylinder	2" x 54" x 1.25"
Pre-washer Cylinder	2" x 16" x 1.25"

## STANDARD EQUIPMENT

Pack-on-the-go  
 Twin 12" x 16" clean-out doors  
 Oil pressure gauges  
 Chrome cylinder rods  
 Side-access door to hopper  
 Wire carburetor single belt cylinder  
 Sight gauge on reservoir tank  
 Tailgate ajar alarm  
 Dupont HARON 5000™ paint (white)  
 Tailorner Extreme™ hydraulic fluid  
 Rear vision camera system  
 Reinforced, frame-mounted arm  
 In-line heavy duty grippers  
 Sealed roller bearings on packer panel  
 Ergonomic in-cab control panel and joystick  
 Smooth body sidewall design  
 Positive automatic tailgate lock  
 Back-up alarm  
 Body ajar alarm  
 Hour meter  
 "Arms not stored" indicator  
 LED lights  
 ANSI 245 compliant

## OPTIONAL EQUIPMENT

Pre-crawler panel  
 Half-cycle pack  
 300 gallon gripper  
 Camera options  
 Additional arm controls  
 Hopper ladder  
 Color paint  
 Broom/Shoulder racks  
 Arm cycle counter

AUTHORIZED NEW WAY DEALER

† As measured from top of truck frame. \* Any Clients used in Scranton Manufacturing with less than the minimum published requirements will not be insured. (Clients must be capable of carrying the net weight of the body plus the weight of the refuse collected.)

Find a New Way™ dealer near you at [www.newwaytrucks.com](http://www.newwaytrucks.com)


**NEW WAY™**  
 A Product of **SPRINTER** MFG. CO., INC.  
 101 Sibley Street • Scranton, PA 17462 • 717 831 1358 • 717 652 2899 • [www.newwaytrucks.com](http://www.newwaytrucks.com)



**THE MOST RUGGED SIDE-LOADER ON EARTH**  
**SIDEWINDER™**

# IRONCLAD PERFORMANCE

FOR THE ALL-NEW SIDEWINDER, WE'VE REINFORCED THE INDUSTRY'S MOST DEPENDABLE DESIGN

More dependability. Longer lifespans. Heavier payloads. The New Way Sidewinder™ puts your fleet in a position of power. Built for punishment, your crew can keep on operating while other trucks are in the shop. So while this truck is tough, it makes one thing not so tough — the decision to add one to your fleet.

## DUPONT IRON™ SEMI PAINT

This paint line has been used by the U.S. Coast Guard for vehicles that regularly endure salt spray conditions. We look no one of DuPont's toughest paints, providing a finish that's both attractive and highly durable.

## TITANIUM™ BODY AND TAILGATE CONSTRUCTION

New Way's advanced grade of high tech AR steel provides superior strength and less weight than traditional steel.

## HIGH COMPACTON RATES

With the highest ram penetration in the industry, we pack every core and help increase efficiency. Available in 20, 22, 24, 29, and 31 y<sup>3</sup> capacities.

## HEAVY DUTY PACKER PANEL

Sealed roller bearings and a simplified hydraulic system ensure consistent maintenance and ultimate performance.

## REINFORCED FRAME-MOUNTED ARM

Boasting a 1,000 lb. capacity at its maximum reach of 12 feet, our arm still has the highest lift capacity in the industry. Plus, it'll keep you moving with its 6-8 second cycle time.

## THE INDUSTRY'S STRONGEST ARM DESIGN



The industry's proven most durable arm configuration — a frame-mounted arm with a gripper that's in line with the arm — has been reinforced by New Way™ engineers with heavier steel and hardware, giving you the strongest and most dependable side-loader arm ever built. It's built for the abuse of big routes and designed to keep you on the road, day in and day out.



THICKER I-BEAMS



LARGER OUTSIDE BEARINGS



3" BORE LIFT CYLINDER



IN-LINE LIFTING



NITRO CARBONITE  
SINGLE CYLINDER



EASY ACCESS FOR  
MAINTENANCE



REPLACEABLE RUBBER  
ARM PADS



HARD PLUMBING

## ALL TRUCKS NEED MAINTENANCE (OURS JUST NEED LESS.)

The Sidewinder™ is rated for a lifespan that keeps you operating with confidence for as many as 4 additional years beyond competitors' models, with significantly lower maintenance costs and minimized downtime. When you do need maintenance, our design enables super-easy access for quicker, less expensive part replacement.



## TOUGH ON TRASH. EASY ON OPERATORS.

The Sidewinder's™ ergonomic in-cab controls are specifically designed for operator comfort. Operator fatigue is decreased while productivity is boosted, putting true power at your fingertips.

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

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

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

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

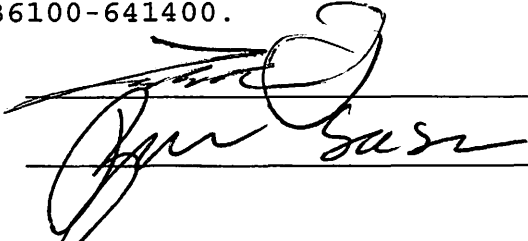
WHEREAS, one important component to the success of the Automated Garbage and Recycling Program is public education and outreach prior to when the Automated Garbage and Recycling Program begins; and

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

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

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

Public Works

  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

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

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

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

WITNESSETH:

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

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

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

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

**Article 1. Definitions**

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

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

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

## **Article 2. Designer's Responsibilities**

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

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

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

Designer represents and warrants:

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

**Article 3. City's Responsibilities**

The City is responsible for performing the following in a reasonable and timely manner:

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

**Article 4. Standard of Care**

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

**Article 5. The Parties' Project Managers**

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

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

**Article 6. Compensation**

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

Payment shall be made as follows:

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

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

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

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

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

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

**Article 7. Appropriation of Funds**

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

**Article 8. Schedule**

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

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

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

**Article 9. Confidentiality and Document Retention**

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

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

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

**Article 10. Termination**

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

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

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

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

**Article 11. Ownership of Documents and Intellectual Property**

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

**Article 10. Identity of Designer**

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

**Article 11. Independent Contractor Status**

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

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

**Article 12. Indemnification**

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

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

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

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

**Article 13. Insurance**

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

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

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

- b. Automobile Liability Insurance – Designer shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least \$1,000,000.
- c. Workers’ Compensation Insurance – Designer shall acquire and maintain, for the duration of the Agreement, Workers’ Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Designer shall require any contractor to similarly provide Workers’ Compensation Insurance in accordance with all statutory requirements.

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

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

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

**Article 14. Conflict of Interest**

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

**Article 15. Waiver**

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

**Article 16. Severability**

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

**Article 17. Assignment**

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

**Article 18. Third Party Rights**

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

**Article 19. Governing Law and Venue**

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

**Article 20. Non-Discrimination**

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

**Article 21. Compliance with Laws**

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

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

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

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

**Article 22. Notices**

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

**City:**

**Designer:**

City Clerk	Justin Webb
City of Sheboygan	Sun Graphics Media
828 Center Ave.	1206 N. 8 <sup>th</sup> Street
Sheboygan, Wisconsin 53083	Sheboygan, Wisconsin 53081

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

**Article 23. Intent to be Bound**

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

**Article 24. Force Majeure**

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

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

**Article 25. Integration and Modification**

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

**Article 26. Non-Collusion**

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

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

**Article 27. Other Provisions**

- a. **Headings.** The numbering and captions of the various sections are solely for convenience and reference and shall not affect the scope, meaning, intent, or interpretation of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.
- b. **Advertising and News Releases.** Designer retains the right to reproduce, publish and display the Final Deliverables in Designer's portfolio and websites, and in galleries, design periodicals, and other media or exhibits for the sole purpose of recognition of creative excellence or professional advancement, and to be credited with authorship of the Final Deliverables in connection with such uses. Either Party, subject to the other Party's written approval, may include a link to the other Party's website. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- c. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

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

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

**CITY OF SHEBOYGAN, WISCONSIN**

**SUN GRAPHICS MEDIA**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

**BY:** \_\_\_\_\_  
Justin Webb

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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

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

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**REPORT DATE:** March 19, 2019

**MEETING DATE:** March 26, 2019

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**FISCAL SUMMARY:**

Budget Line Item: 10134140  
Budget Summary: N/A  
Budget Expenditure: \$42,250  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** The City of Sheboygan’s Department of Public Works has recommended that the City automate its residential garbage and recycling program. A very important component to the success of implementing a new cart based automated system is public education and outreach. Sun Graphics Media is able to provide the services required to create an extensive public education and outreach campaign for the new Automated Garbage and Recycling Program. The services will include a website, social media management, marketing support, design services, and video production.

**STAFF COMMENTS:** The Department of Public Works strongly believes an effective communication plan will need to be administered to successfully promote the transition to an automated garbage and recycling program. Sun Graphics will provide the tools and expertise to assist the Department of Public Works in ensuring the City of Sheboygan delivers consistent communication and education with measurable results to citizens.

**ACTION REQUESTED:** Motion to recommend the Common Council approve Res. No. 192-18-19 authorizing the appropriate City Officials to enter into contract with Sun Graphics Media for the creation of materials for public education and outreach related to the Automated Garbage and Recycling Program.

**ATTACHMENTS:**

- I. Res. No. 192 18-19
- II. Sun Graphics Agreement