

*****ATTACHMENTS*****

II

36.

R. O. No. 97 - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting a communication from Michael Thomas, President of Black-American Community Outreach, regarding Juneteenth Day celebration.

ps

CITY CLERK

DeBruin, Meredith

From: Mayor Vandersteen
Sent: Wednesday, October 28, 2020 1:08 PM
To: DeBruin, Meredith
Subject: FW: Juneteenth Day

Meredith,

Please place this communication on the agenda at the November 2, 2020 meeting of the City Council for referral to the Public Works Committee.

Thank you,

Mike

Mike Vandersteen, Mayor
City of Sheboygan
Office: 920-459-3317
Cell: 920-207-2410

Read the latest issue of the City of Sheboygan Newsletter, the Sheboygan Insider:
<http://www.sheboyganwi.gov/residents/sheboygan-insider/>

From: Michael Thomas [<mailto:ministerandcoach@yahoo.com>]
Sent: Wednesday, October 28, 2020 12:32 PM
To: Mayor Vandersteen
Subject: Juneteenth Day

Hello Mayor and City Common Council. I'm writing this letter on behalf of the Black-American Community Outreach. On June 19, 2021 the BACO would like to host and be the main organizers of the Juneteenth Day celebration. Our intentions are to secure Kiwanis Park for these festivities. In the short time our organization has been established, we've partnered with the City of Sheboygan, Sheboygan Police Department, and many others to lead positive events throughout the community. We ask that the City of Sheboygan would place their trust in us again, as we look to put on another positive event in our community. With the Juneteenth Proclamation given to myself last year, I thought it would be only right to have the city show its support for this holiday again. I'm asking that the city would cover the cost or waive the fee required for securing the Kiwanis Park. BACO is an official 501(c)(3) non-profit but as of yet, we haven't received much monetary donations. The funds we do have must be used to help put the event on. We look to make this event exciting and more grand than the celebration put on this year. We need support from our community to do so. I hope that the City of Sheboygan would be the first to show their support for this event and heart for the black community. I thank you for considering us and this opportunity.

Sincerely,

Michael Thomas
President of Black-American Community Outreach

CITY OF SHEBOYGAN SPECIAL EVENT PERMIT APPLICATION



SECTION 1 - Organization Information

Name of Organization

Black - American Community Outreach

Street Address

1036 High ave

City

Sheboygan

State

WI

Zip

53081

Telephone Number

920-287-9768

Fax Number

Individual Organizing the Event

Michael Thomas

Address

1036 High Ave

City

Sheboygan

State

WI

Zip

53081

Email

ministerandcoach@yahoo.com

Telephone Number

920 287 9768

Event Day Telephone Number

same

SECTION 2 - Event Information

Name of Event

Juneteenthday Celebration

Date(s) of Event

June 19, 2021

Generally describe the event and its purpose:

This event will celebrate the holiday Juneteenth Day.
There will be music, food, give aways, and more

Is your event a (check all that apply):

- Street Festival
- Music Concert
- Block Party
- Religious/Educational
- Parade (that includes the following)
 - Vehicles
 - Animals
 - Marching Units
 - Other: _____

- Run or Walk (Distance: _____)
- Bike Ride (Distance: _____)
- March utilizing any Public Property
- Rally/Memorial
- Public Assembly for Political Purpose
- Sport Tournament (Fishing, Soccer, etc.)
- Water Activity (use of lake or river)
- Other: _____

May we share your event on social media outlets (City website/Facebook/Nextdoor)?

- Yes
- No

CITY OF SHEBOYGAN

SPECIAL EVENT PERMIT APPLICATION



Location of Event:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Park or other public property | <input type="checkbox"/> Public parking lot |
| <input type="checkbox"/> Public street, sidewalk, alley, or right-of-way | <input type="checkbox"/> Private property |
| | <input type="checkbox"/> Redevelopment Authority Land |

Park(s) Requested:

Public Parking Lot Requested:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Kiwanis Fieldhouse | <input type="checkbox"/> Evergreen Area 4 | <input type="checkbox"/> Lot 2 |
| <input checked="" type="checkbox"/> Kiwanis Greenspace | <input type="checkbox"/> Evergreen Area 5 | <input type="checkbox"/> Lot 3 |
| <input type="checkbox"/> Deland Community Center | <input type="checkbox"/> Evergreen Area 6 | <input type="checkbox"/> Lot 4 |
| <input type="checkbox"/> Deland Greenspace | <input type="checkbox"/> Roosevelt Fieldhouse | <input type="checkbox"/> Lot 5 |
| <input type="checkbox"/> Richardson Shelter | <input type="checkbox"/> Cleveland Park Shelter | <input type="checkbox"/> Lot 7 |
| <input type="checkbox"/> King Park | <input type="checkbox"/> Veterans Park Shelter | <input type="checkbox"/> Lot 8 |
| <input type="checkbox"/> Quarryview Center | <input type="checkbox"/> Vollrath Park Shelter | <input type="checkbox"/> Lot 9 |
| <input type="checkbox"/> Deland Home | <input type="checkbox"/> Lakeview Park Shelter | <input type="checkbox"/> Lot 10 |
| <input type="checkbox"/> Evergreen Area 1 | <input type="checkbox"/> End Park Shelter | <input type="checkbox"/> Lot 11 |
| <input type="checkbox"/> Evergreen Area 2 | <input type="checkbox"/> Fountain Park Bandshell | <input type="checkbox"/> Lot 13 |
| <input type="checkbox"/> Evergreen Area 3 | <input type="checkbox"/> Optimist Park Shelter | <input type="checkbox"/> Lot 14 |
| | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Lot 17 |
| | | <input type="checkbox"/> South Pier |
| | | <input type="checkbox"/> Riverfront |
| | | <input type="checkbox"/> S. 12 th Street |

List any streets that may be closed or otherwise affected by your event: none

Will your event have a significant number of vehicles utilizing metered parking? No

Do you require parking meters to be covered? If so, locations of the meters, meter number-letter, and days needed: no

You MUST attach a detailed map or diagram of your event indicating the specific location, layout of the event, the direction of the route (including all turns and the number of traffic lanes to be used). Any concessions, service tents, and other temporary structures must be indicated on the diagram. The diagram will be due completed with signed special event policies and procedures form.

CITY OF SHEBOYGAN

SPECIAL EVENT PERMIT APPLICATION



If the event takes place on City property (parks, city streets or right-of-ways, or other city owned facilities) in whole or in part:

We have reviewed the proposed location for the event and determined suitability for our proposed use. There are no requested changes, upgrades, or safety concerns identified.

OR

We are requesting the following changes or upgrades:

SECTION 3 - Additional Information

What is the estimated daily attendance for this event:

300

What is the estimated total attendance for this event:

300

Number of Booths:

?

Event Day	SUN	MON	TUE	WED	THUR	FRI	SAT 10/19/21
SET-UP TIME							6 am
START TIME							10 am
STOP TIME							9 pm
TEAR DOWN / CLEAN-UP							11 pm

Additional organization(s) sponsoring event, including addresses:

Please check this box if your organization is tax-exempt and provide proof of tax exempt status with this application.

CITY OF SHEBOYGAN

SPECIAL EVENT PERMIT APPLICATION



IT IS THE RESPONSIBILITY OF THE EVENT ORGANIZER TO MAKE THE APPROPRIATE CONTACT WITH THE COORDINATORS LISTED BELOW AND SUBMIT COPIES OF ANY PERMITS TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WEEKS PRIOR TO THE EVENT. IF ALL DOCUMENTATION IS NOT RECEIVED THE EVENT WILL BE CANCELED.

Will you have (check all that apply):

- Street closures Police Department
- Meters bagged Parking Utility
- Pre-event advertising through yard or other signs City Development
- Temporary directional or other signage during the event City Development
- Alcoholic beverages City Clerks
- Food and/or non-alcoholic beverages Health Department
- Vendor related sales and/or display booths City Clerks
- Tent/Canopy larger than 100 square feet or other temporary structure
..... Public Works/Parking Utility
- Generator(s) and/or additional electrical facilities (Amps, Lighting, PA system, entertainment)
..... Fire Department/Public Works
- Bon fires and/or open flames Fire Department
- Fireworks or pyrotechnic devices Coast Guard/Fire Department
- Activities in a park outside of normal operating hours Public Works
- Bleachers, stage and/or fencing Public Works
- Cones and/or barricades Public Works/Parking Utility
- High-risk activities such as bounce houses, rock walls, dunk tanks, etc. City Clerks/Public Works
- Carnival activities City Clerks/Fire Department
- Circus activities City Clerks/Fire Department
- Amplified sound/music Fire Department/Police Department
- Animals included or allowed in event Public Works/Police Department
- Operation of amusement machines, devices, or mechanical games City Clerks
- Use of Redevelopment Authority (RDA) Land City Development/City Clerks
- Activities on river/lake Coast Guard/Fire Department
- Operation of amusement machines, devices, or mechanical games City Clerks

**CITY OF SHEBOYGAN
SPECIAL EVENT PERMIT APPLICATION**



SECTION 4 - Contact Information

PRIMARY CONTACT

Name	Michael Thomas			Daytime Telephone
Cell Phone	920-287-9768			Fax
Email	ministerandcoach@yahoo.com			
Address	City	State	Zip	
1036 High ave	Sheboygan	WI	53081	

SECONDARY CONTACT

Name	Corey Roberson			Daytime Telephone
Cell Phone	920-254-8808			Fax
Email				
Address	City	State	Zip	

ONSITE PRIMARY CONTACT

Name	Penny Rogers			Daytime Telephone
Cell Phone	920-912-3165			Fax
Email				
Address	City	State	Zip	

ONSITE SECONDARY CONTACT

Name				Daytime Telephone
Cell Phone				Fax
Email				
Address	City	State	Zip	

NOTE: Either the primary or secondary onsite contact must be present at all times during the event.

CITY OF SHEBOYGAN
SPECIAL EVENT PERMIT APPLICATION



SECTION 5 – Equipment Rentals

Please see the below table for any equipment rentals that may be necessary for your event. Note that there is a minimum delivery charge of \$25.00 for any equipment rental and any special service requests are billed at \$50.00/hour/person. Any equipment rental fees will be billed separately from reservations.

Quantity	GRILLS			
	\$10 Each	Chicken Grill	2'x4' sections	8 sections
	\$20 Each	Large Grill	18"x40" sections	10 sections
	TABLES & SEATING			
	\$18 Each	6' Picnic Combo	Table and attached benches	100 available
	\$13 Each	10' Straight Table	22" Wide, 30" High, 10' Long	110 available
	\$8 Each	10' Straight Bench	12" Wide, 19" High, 10' Long	100 available
	\$8 Each	4' Park Bench	Bench w/backrest	150 available
	\$200 / Rental	320 Chairs	White Plastic, \$20.00 charge for each missing chair	1 available
	STAGES			
	\$400 / Rental	Mobile Stage	Aluminum stage, 24' deep, 32' wide, 40" high	1 Available
	\$60 / Rental	Drum Stage	(4) 4'x8' Panels, 12 or 18" high	1 Available
	\$250 / Rental	Wood Stage (½ Stage) 28'x12'	(8) 42"x12' Panels	42 Panels Available
	\$400 / Rental	Wood Stage (Full Stage) 28'x24'	(16) 42"x12' Panels	
	\$50 / Rental	Dance Floor (½ Floor) 17.5'x36'	(15) 42"x12' Panels	
	\$100 / Rental	Dance Floor (Full Floor) 35'x36'	(30) 42"x12' Panels	
	MISCELLANEOUS			
	\$10 Each	Snow Fence w/stakes	50' Roll	
	\$50 Each	Bleachers	16' long, 5 rows	6 Available
	\$0 Each	Garbage Cans		
	\$0 Each	Recycling Cans		

CITY OF SHEBOYGAN
SPECIAL EVENT PERMIT APPLICATION



SECTION 6 - Legal Notice

I understand the filing of this application does not ensure the issuance of this permit. I also understand that all Special Event organizers and participants must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations. I further understand that an incomplete application may be cause for denial of the event.

HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The undersigned sponsor of an organized special event acknowledges that the City of Sheboygan has adopted a Resolution granting such sponsor permission to hold a special event utilizing the streets, sidewalks and/or other properties or rights of way of the City of Sheboygan. It is understood that such permission is conditioned upon the sponsor agreeing to indemnify and hold the City harmless from any and all claims, suits, or actions for damage or injury associated with the organized special event.

It is understood and agreed that the undersigned sponsor of an organized special event shall save the City of Sheboygan harmless and indemnify the City for any loss, cost, or damage that may arise out of or in connection with the organized special event to be held on the streets, sidewalks and/or other properties or rights of way of the City of Sheboygan on the 19 day of June, 2021. Further, the undersigned sponsor hereby releases the City, its agents, and employees from any liability whatsoever associated with the organized special event and agrees that the City shall not be liable for any loss, damage, or injury to the person or property of anyone arising out of or resulting from the sponsor's use of the City streets and or sidewalks for its organized special event. Further, the undersigned also agrees to pay all reasonable expenses and attorney's fees incurred by the City if the undersigned shall default under the provisions of this agreement.

IN WITNESS WHEREOF, on behalf of (group name) Black -
American Community Outreach of
_____, have signed this agreement on the
28 day of October, 2021.

Signature(s): Michael Thomas

*If a corporation, signed by president and an officer of the corporation.

CITY OF SHEBOYGAN
SPECIAL EVENT PERMIT APPLICATION



SECTION 7 – Special Event Policies and Procedures

The event organizers shall obey all laws, rules, regulations, and special orders given by the City of Sheboygan officials for the safety and health protection of the citizens. Such laws, rules, regulations, orders, and recommendations may either be written or verbal form and the decision of the City officials shall be final and conclusive.

A person(s) who obtains a park rental permit shall comply, and shall ensure all others using the park pursuant to the park rental permit comply, with all applicable public health guidance in effect at the time of the rental. This includes – but is not limited to – guidance issued by the Sheboygan County Health Officer, the State of Wisconsin, and the federal government (including, but not limited to, the Centers for Disease Control).

Fees for all shelters or fieldhouses deemed unavailable for outside use by the Department of Public Works during the duration of the event shall be paid by the sponsoring organization. Any Greenspace fees are charged for the use of Kiwanis or Deland Park property due to the events' impact on regular recreational use.

THE EVENT ORGANIZER SHALL SUBMIT A GENERAL LIABILITY INSURANCE POLICY CERTIFICATE IN THE AMOUNT OF \$1,000,000 NAMING THE CITY OF SHEBOYGAN AS AN ADDITIONAL INSURED PARTY. The Department of Public Works must receive this certificate at least 60 days prior to the event date. The City of Sheboygan also requires PRODUCT AND PREMISES LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000 IN THE AGGREGATE. A certificate of insurance must be provided to the City of Sheboygan showing the correct amount and naming the City of Sheboygan as "additional insured".

At all times, a member of the organization's staff shall be patrolling any water banks as a safety measure.

The event sponsor must plan for safe arrival, departure, and parking of the event attendees, participants, and vendors. Adequate, trained personnel shall be provided to control and regulate parking of vehicles in approved areas. No heavy vehicles are permitted on park turf areas. The City of Sheboygan prohibits vehicles from parking on playing fields and other specific parkland. Some grassy areas allow parking under specific conditions with AT LEAST 60 DAYS PRIOR APPROVAL by the Department of Public Works.

Please attach any information that you wish to have the City consider or you believe may be relevant to your event application.

- I am enclosing other information that I believe is necessary or helpful to describe the planned event

Please review the Contingency Plan Information on the following page.

- I have reviewed and have considered the Contingency Plan Information

CITY OF SHEBOYGAN

SPECIAL EVENT PERMIT APPLICATION



FOR REVIEW ONLY

CONTINGENCY PLAN

Event sponsors should review and consider the following issues when they are Contingency Plan Information planning or preparing for an event. Many of these issues are required by one or more regulations, or are components of larger regulations. Considering other issues which may not be required should contribute to the planning and operation of the event. Developing responses to these questions should result in more productive and fruitful discussions with the various departments with the City during their review of the Special Events Permit Application.

1. Weather related issues: rain, snow, severe storms, tornadoes, etc.
 - a. If the weather forecast includes bad weather, will the event be cancelled? If so, how will attendees be notified?
 - b. Develop a plan for the sudden onset of severe weather. Where will the people go and who is designated to assist in their safe arrival at the safe refuge place?
 - c. Is there an area of safe refuge in case of a tornado?
2. Medical Issues
 - a. Where will ambulance access to the event be in case one is needed?
 - b. Who will conduct crowd control in the event of a medical emergency?
 - c. Will a first aid station, with trained first aid provider, be provided at the event? Where?
 - d. If applicable, is there adequate shade to prevent heat stroke? Will water be provided? Where?
3. Crowd Control
 - a. Who will monitor the barricades?
 - b. Who will work the entry gates? Maintain egress and access?
 - c. Who will patrol the area to prevent incidents from getting out of control?
 - d. Develop a plan for those patrolling the crowd of what to do if they encounter unruly behavior. Have communications equipment.
4. Security
 - a. Will there be Police Officers providing security? If so, contact the Police Department for applicable requirements or guidelines relation to the number necessary.
 - b. If volunteers or private agencies provide security, will they have appropriate phone numbers for EMS, Fire, and Police?
 - c. If applicable, what will security officials do if non-paying attendees breach the gate/perimeter?
 - d. If a complaint is received, for example, for loud music, how and who will handle the complaint?
 - e. Provide communications equipment. Portable radios, cell phones, and access to land lines.
 - f. If applicable, secure monies in an area not accessible to the attendees.
5. Logistics
 - a. Where will there be, or will there be, a staging area for support staff?
 - b. What time will the crowd be disbursed and by whom?
 - c. Who will conduct clean-up?
 - d. Remember to maintain fire lanes and access roads.
 - e. Appoint one person to oversee and take responsibility for the event. Who?
 - f. Will an adequate amount of restroom facilities be provided? Where?
 - g. Is there adequate safe parking provided? Where?
 - h.

CITY OF SHEBOYGAN
SPECIAL EVENT PERMIT APPLICATION



SECTION 8 – Signature

I am allowed to sign this application on behalf of the event sponsor. The information contained in this application for a Special Event permit is true, correct, and complete to the best of my knowledge. If there are any changes to the Special Event, I agree that I will promptly notify the City of Sheboygan of these changes and request approval of them.

Michael Thomas
Signature

10-27-20
Date

Michael Thomas
Print Name

President of Black-American Community Outreach
Print Title and Organization Name

SECTION 9 – FOR OFFICE USE ONLY

In agreement to the promises and stipulations stated within this application, the parties concerned have hereunto affixed their signatures below.

CITY OF SHEBOYGAN

Dawn M Row 10/30/2020
Public Works Business Manager Date

Director of Public Works Date

City Clerk Date

Director of Transit Date

Director of Planning & Development Date

Police Date

Fire Date

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Submitting a communication from Michael Thomas, President of Black- American Community Outreach, regarding Juneteenth Day Celebration.

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

REPORT DATE: November 5, 2020

MEETING DATE: November 10, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

Wisconsin Statues: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: Michael Thomas, President of Black-American Community Outreach, (BACO) is requesting that the City would cover the cost or wave the fee required for securing the Kiwanis Fieldhouse and Kiwanis Green Space for a Juneteenth Day celebration on June 19, 2021. The cost for using these two areas in Kiwanis Park for one day is \$550 before tax.

STAFF COMMENTS: Most celebrations in the City parks are facilitated by non-profit groups and they are charged the set rental fee. If the City is a partner in the event, then usually the fee would be waived.

It should also be noted that BACO plans on using a large tent for the event. In most cases, a large tent will be put up the day before the event and taken down the day after. BACO has only requested a one day rental but would need the green space for three days unless they are able to put the tent up and remove it all on the June 19. Renting the Green Space for two extra days would cost another \$600.

ACTION REQUESTED: Motion to be decided at committee level.

ATTACHMENTS:

- I. R. O. No. 97-20-21
- II. Communication from Michael Thomas to the Mayor Vandersteen and Common Council.
- III. Special Event Permit Application

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to enter into a Master Agreement for Professional Services with Short Elliott Hendrickson Inc. (S-E-H) to provide on call engineering services for the Wastewater Treatment Plant.

REPORT PREPARED BY: Steve Jossart, Wastewater

REPORT DATE: 10/23/2020

MEETING DATE: 11/10/2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 60138300-52150
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: As the wastewater plant works on rebuilding and updating equipment and systems, engineering services may be required to facilitate some of the work. Installation of lifting beams, modifications to piping systems, engineering reviews of equipment and project scopes, as well as drafting services are required to ensure that all changes/updates meet current design standards and that these changes are documented in the facilities plans.

STAFF COMMENTS: The present wastewater staff has the capability to modify and improve the existing systems and equipment without outside support. For more complex projects or items such as lifting beams, engineering support is required to ensure that the finished product meets current codes and standards, and that the plants documentation is updated to reflect all changes. Each project will be quoted through at least one additional engineering firm prior to awarding a purchase order to ensure cost control is maintained.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 117-20-21 authorizing the appropriate City officials to enter into a Master Agreement for Professional Services with Short Elliott Hendrickson Inc. (S-E-H) to provide on call engineering services for the Wastewater Treatment Plant.

ATTACHMENTS:

- I. Res. No. 117-20-21
- II. Short Elliott Hendrickson Inc. Mater Agreement for Professional Services

III

4.3.

Res. No. 117- 20 - 21. By Alderpersons Dekker and Sorenson.
November 2, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a Master Agreement for Professional Services with Short Elliott Hendrickson Inc. (S-E-H) to provide on call engineering services for the Wastewater Treatment Plant.

WHEREAS, from time to time, it is necessary for projects at the Wastewater Treatment Plant to obtain outside engineering services in order to ensure proper project execution; and

WHEREAS, it is in the best interest of the City to enter into an agreement with S-E-H allowing the Wastewater Treatment Plant to obtain those necessary outside engineering services as they are required.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Master Agreement for Professional Services with S-E-H.

BE IT FURTHER RESOLVED: That the Director of Public Works may enter into written Scope of Work Documents under the Agreement with S-E-H as necessary to ensure the proper execution of projects at the Wastewater Treatment Plant.

BE IT FURTHER RESOLVED: That the appropriate City Officials are authorized to draw funds from Account No. 60138300-52150 in payment of Task Orders under the Agreement with S-E-H.

PW

Dean Dekker
[Signature]

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

Master Agreement for Professional Services

This Master Agreement for Professional Services ("Master Agreement") is effective as of _____ between City of Sheboygan ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

Prior to providing any professional services to Client, Consultant will provide Client with a written document (which may be called a "Supplemental Letter Agreement", an "Exhibit", an "Attachment", or any other appropriate descriptive name) specifying the scope of work to be provided, the cost for that work, and the timeline for completion of that work ("Scope of Work Document"). Any Scope of Work Document requires written approval from the Client.

Nothing in this Agreement requires Client to retain Consultant to provide services or requires Consultant to provide services beyond those specifically offered to Client that have been accepted by Client in writing. The total cost of services under this Agreement will not exceed \$50,000 without approval by the Common Council of the City of Sheboygan.

The Agreement between Client and Consultant consists of the following parts: (1) this Master Agreement, (2) the General Conditions of the Agreement for Professional Services (Rev. 07.14.16) (as modified by this Master Agreement), and (3) any fully executed Scope of Work Document, which collectively set forth the terms and conditions under which the Consultant will provide professional services to the Client. The Agreement represents the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents that make up the Agreement, this document and the attached General Conditions shall take precedence over any Scope of Work Document, unless alternate terms have been specifically agreed to in the Scope of Work Document. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

The General Conditions of the Agreement for Professional Services (Rev. 07.14.16) are modified as follows:

The first sentence of Section I(A)(1) is modified to read "Consultant agrees to perform professional services as set forth in a fully executed Scope of Work Document."

The last sentence of Section I(A)(1) is modified to read "The Consultant's services under this Agreement are being performed solely for the Client's benefit, and to the extent permitted by law no other party or entity shall have any claim against the Consultant or Client because of this Agreement or the performance or nonperformance of services hereunder."

The last sentence of Section I(B)(2) is modified to read "If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule."

Section I(C)(1) is modified to read "If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Scope of Work Document or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for services in the Scope of Work Document, then Consultant shall promptly notify the Client regarding the need for additional services. Any request for additional services must be approved in writing by Client."

Section I(C)(2) is modified to read "Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates in effect at the time the services are being performed, a current copy of which is attached."

Section I(D)(3) is modified to read "Either party may terminate this Agreement or any Scope of Work Document upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement."

Section I(D)(4) is modified to read "In the event of termination, Consultant shall be compensated for services performed prior to termination date."

Section II(A)(1) is modified to read "The Client shall, in proper time and sequence and where appropriate to the project defined in each Scope of Work Document ("Project"), at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands identified by Consultant as required for Consultant to perform its services."

The second sentence of Section II(A)(2) is modified to read "Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services which are requested by Consultant, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples;

environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps.”

Section III(A)(2) is modified to read “Should taxes, fees or costs be imposed by any governmental body or regulatory agency that are specifically related to completion of the Project, they shall be in addition to Consultant’s agreed upon compensation.”

Section III(A)(3) is modified to read “Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.”

In addition to the existing terms, Section IV(A)(1) is modified to add the following sentence “Consultant will, without additional compensation, correct or replace any and all services not meeting the Standard of Care.”

The first sentence of Section IV(A)(2) is modified to read “Consultant neither guarantees the performance of any entity providing construction services on the Project or any entity providing professional services on the Project not hired by Consultant (“Contractor”) nor assumes responsibility for any Contractor’s failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant.

The first sentence of Section IV(A)(3) is modified to read “If requested in the scope of a Scope of Work Document, then Consultant may provide an Opinion of Probable Construction Cost.”

Section IV(C)(1) is modified to read “[Not used.]”

In addition to existing terms, Section IV(C)(3) is modified to include the following sentence “Consultant shall maintain reasonable insurance coverage throughout this agreement including commercial general liability, automobile, and professional liability.”

Section IV(D)(2) is added and reads “Consultant shall not subcontract any work Consultant is to provide under this Agreement without prior written consent of the Client.”

Section V(B)(1) is modified to read “Any dispute not settled through mediation shall be settled through litigation in the courts of Sheboygan County, Wisconsin. Both parties waive their right to a trial by jury.”

Section VI(B)(1) is modified to read “Provided that Consultant has been paid in full for its services, Client shall own all deliverables provided to Client as a result of Consultant’s efforts on the Project. Consultant shall retain full rights to all other electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant’s professional activities. Consultant shall be deemed to be the author of such deliverables, Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.”

In addition to existing terms, Section VII is added to include the following terms

- 1) **Non-Appropriation.** If funds for the continued fulfillment of this Agreement by the Client are at any time not forthcoming or are insufficient, through failure of any entity – including the Client itself – to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty.
- 2) **Public Records Compliance.** Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law. Consultant agrees to provide any records subject to the Wisconsin Public Records Law to Client subject to Consultant’s fee schedule in effect at that time. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.
- 3) **Indemnification by Consultant.**

To the extent permitted by law, Consultant hereby agrees to indemnify and hold harmless the Client, its elected and appointed officials, officers, and employees, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys’ fees, costs, and expenses (collectively “Loss”) caused by reason of any negligent act, negligent omission, or fault of Consultant or of anyone acting under its direction or control or on its behalf. Upon notice of any Loss that may invoke Consultant’s obligation to indemnify and hold harmless, the notified party shall provide notice to the other party. Consultant’s duty to indemnify and hold harmless under this section is expressly limited to Consultant’s proportional negligence.

Consultant shall reimburse the Client, its elected and appointed officials, officers, and employees, for any and all legal expenses and costs incurred by each of them in connection with this indemnification provision.

- 4) **No 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 part of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 5) **Independent Contractor Status.** During the entire term of this Agreement, Consultant 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 Client. Consultant 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.
- 6) **Conflict of Interest.** For each Scope of Work Document covered by this Agreement, Consultant shall disclose to Client all potential conflicts of interest as known and determined by Consultant. Such notice shall be accomplished by promptly informing Client of any business association, interest, or other circumstances. Consultant agrees that no person creating any such interest shall be employed in the performance of this Agreement without the written consent of the Client.
- 7) **Nondiscrimination.** In connection with the performance of work under this Agreement, Consultant 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. Consultant further agrees to take affirmative action to ensure equal employment opportunities.
- 8) **Notice.** Any notice required by this Agreement shall be made in writing as set forth below:

Client: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, Wisconsin 53083

Consultant: Dan Schaefer, 809 N 8th St. Suite 204, Sheboygan, Wisconsin 53801

Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of the Client and Consultant.
- 9) **Compliance with Laws.** In performing the Services under this Agreement, Consultant shall provide Client with timely notice of known conflicts between any statutes, ordinances, plans, or regulations of any public authority having any jurisdiction over any Services under this Agreement. Upon providing such notice, Consultant shall proceed only after obtaining approval for the resolution and course of action from Client. Consultant 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.
- 10) **Advertising and News Releases.** Reference to or use of the Client, 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 Client. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Client.
- 11) **Non-Collusion.** For each Scope of Work Document covered by this Agreement, Consultant certifies, under penalty of perjury, that to the best of its knowledge and belief: (1) 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; and (2) no attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote to the Client for these services for the purpose of restricting competition.

Short Elliott Hendrickson Inc.

City of Sheboygan

By: _____

By: _____

Title: _____

Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Quarterly benchmarks

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

REPORT DATE: November 4, 2020

MEETING DATE: November 10, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: As part of the annual budgeting process, the Department of Public Works has developed performance benchmarks to track progress of the department's activities.

STAFF COMMENTS: Due to the seasonal nature of many of the services provided by the Department of Public Works, many items that are benchmarked are currently not available for this report. The benchmark report encompasses information from Streets & Sanitation, Motor Vehicle, Parks & Forestry, Facilities & Traffic, Engineering, and Wastewater.

ACTION REQUESTED: For informational purposes only

ATTACHMENTS:

- I. Report of benchmark measurements
- II. Public Works Operations Third Quarter Summary

City Hall

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Amount of therms used*	19,957	1,654	11,060	2,084	14,182	N/A
Utility costs	\$45,695	\$17,564	\$58,100	\$13,546	\$50,215	\$59,636
Number of work orders	15		N/A	19	62	N/A

Civil Defense

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Sirens operational percentage	100%		100%	100%	96%	100%

Engineering

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Plans reviewed within two weeks of submission	95%		150 / 100%	8 / 100%	24 / 100%	150 / 100%
City maps updated annually	18		14	3	10	14

MSB - Maintenance

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Amount of therms used	44,803	258	47,500	404	34,927	44,500
Utility costs	\$78,150	\$13,115	\$78,150	\$12,146	\$38,201	\$76,123
Number of work orders	21		11	16	73	11

Streets, Alleys and Sidewalk

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Crack and joint filling footages (LF)	33,084	2,500	38,051	0	35,758	30,000
Yards of concrete installed	1,348	897	1,511	1,356	1,853	1,200
Tons of asphalts installed	11,269	2,196	5,409	4,872	5,509	9,000
Potholes – cold mix (Tons)	73	0	161	0	54	100
Potholes – hot mix (Tons)	232	93	214	57	123	200
Linear feet of streets improved	38,016	0	15,840	6,357	7,657	26,400

Effectiveness

Increase PASER rating	6.01		6.25	6.25	6.25	6.25
Response to pothole repair requests within 2 days	100%		100%	85%	95%	100%

Storm Water Management

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Catch basins debris removed (Tons)	338	51	102	60	114	400
Storm sewer jetting footages (LF)	15,143	11,684	18,104	7,916	24,000	15,000
Storm sewer television footages (LF)	12,245	11,684	17,843	6,586	22,654	10,000
Number of catch basins replaced	22	24	30	22	26	30

Street Lights

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Utility costs	\$276,067		\$300,000	\$66,059	\$192,014	\$309,000

Bridges

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Number of bridges inspected	16	0	16	0	8	16
Number of bridges sealed	9	0	7	0	6	9

Snow and Ice Control

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Number of operations	26	0	20	0	7	25
Salt used (Tons)	4,180	0	3,212	0	1,346	3,840
Average snowfall per event (Inches)	2.50	0	3.45	0	3.9	2.00
Brine Used (Gallons)		0		0		

Efficiency

Average hours per event	17	0	9	0	22.8	9
-------------------------	----	---	---	---	------	---

Effectiveness

Percentage of operations in which snow is removed within 24 hours after the event	92%	N/A	100%	N/A	100%	80%
---	-----	-----	------	-----	------	-----

Traffic Control Signs

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Number of signs replaced	847	205	637	93	428	1,000
Number of new signs	689	120	1,015	120	664	1,300
Damaged mailboxes repaired/replaced	46	0	22	0	20	50
Traffic Arrow/Stop-Bars/Crosswalk painted	1,618	1,013	1,678	1,335	1,538	1,730

Solid Waste

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Garbage collected (Tons)	12,820	3,024	12,282	3,459	9,653	10,000

Street Cleaning

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Miles swept	8,483	1,301	4,916	1,816	4,228	8,000
Tons of debris collected	871	256	813	290	893	750

Efficiency

Percent of streets swept every 6 weeks	100%	100%	100%	100%	100%	100%
--	------	------	------	------	------	------

Weed Control

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Nuisance notices issued	275	101	210	76	191	200
Number of non-compliant lots cut by city staff	38	11	25	5	17	25

Residential Drop-Off

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Yard waste hauled (Tons)	2,830	848	2,769	948	2,429.64	2,500
Tire disposal	182	33	179	41	90	100
Scrap metals collected (Tons)	235	78.7	249	118.2	217.6	140
Oil collected (Gallons)	10,700	3,630	10,990	3,645	8,845	5,000
Branch grinding (Dollars)	\$17,890	\$7,440	\$18,290	\$8,131	\$28,716	\$20,000

Cemetery

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Linear feet of road re-paved	0		1,250	0	0	1,270
Number of trees removed	10		10	0	0	10
Number of trees planted	6		10	0	0	10

Parks

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Number of parks	36		36	36	36	36
Acres of mowed public land	119		119	119	119	119
Miles of paved off-road trails	2.5		9.6	8.8	8.8	0
New trees planted in parks	50		10	0	0	10

Forestry

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Trees planted (Street)	21	3	535	134	382	500
Trees removed (Street)	610	249	744	433	988	600
Trees elevated (Street)	1,872	251	1,744	328	1,680	1,500

Efficiency

Percent of trees trimmed once every 8 years	100%	100%	100%	100%	100%	100%
---	------	------	------	------	------	------

Effectiveness

Tree City USA designation	Yes	Yes	Yes	Yes	Yes	Yes
---------------------------	-----	-----	-----	-----	-----	-----

Park, Forestry and Open Space Fund

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Number of parks with Splash Pads	3		3	3	3	3
Number of non-Ash gap street trees planted	25		620	134	134	500
Number of non-Ash street trees removed	125		500	154	154	500
Number of Ash trees removed	467		750	279	279	750
Number of Ash trees treated	1,000		800	800	800	800

Motor Vehicle Fund

Measurements Workload	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Preventative maintenance completion rate	69.33%	90%	81%	83%	83%	85%
Age of fleet (Years)	9.2		9.5	11.2	11.2	9.5

Recycling Utility Fund

Measurements Effectiveness	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Recycling collected (Tons)	4,138	822	3,303	931	2,604	3,000
Material recovery rate	38%	21.4%	26.9%	21.2%	21.2%	30%

Wastewater Utility Fund

Measurements Effectiveness	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Number of violations of WPDES permit limits	1		0	0	0	0
CMAR score	B		A	A	A	A

Boat Facilities Fund

Measurements Effectiveness	2018 Actual	2019 Q3	2019 Actual	2020 Q3	YTD 2020	2020 Goals
Repair Requests	3		3	0	2	3
Occupancy Rate of boat docks*	80%		50%	78%	78%	50%