

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

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
June 1, 2020.

Your Committee to whom was referred R. C. No. 318-19-20 by Finance and Personnel Committee to whom was referred R. C. No. 328-18-19 by Finance and Personnel Committee and R. O. No. 110-18-19 by City Clerk submitting a pending claim from Sperling Law Offices LLC for alleged damages and injuries to their client, Vicki Vugrinovich, when she was involved in a collision with a Shoreline Metro bus; recommends filing the claim.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

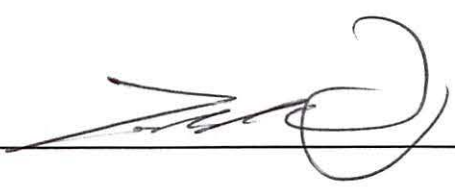
IV

6.28

R. C. No. 318- 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
April 8, 2020.

Your Committee to whom was referred R. C. No. 328-18-19 by Finance and Personnel Committee and R. O. No. 110-18-19 by City Clerk submitting a pending claim from Sperling Law Offices LLC for alleged damages and injuries to their client, Vicki Vugrinovich, when she was involved in a collision with a Shoreline Metro bus; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

20-21  
F+P



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

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

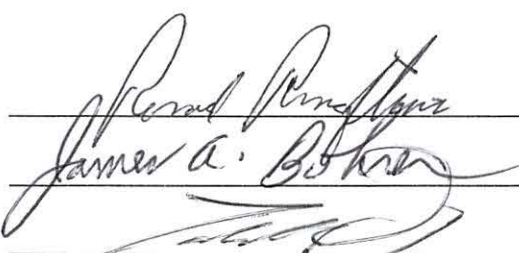

**VI**

5.24

R. C. No. 328 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
April 15, 2019.

Your Committee to whom was referred R. O. No. 110-18-19 by City Clerk submitting a pending claim from Sperling Law Offices LLC for alleged damages and injuries to their client, Vicki Vugrinovich, when she was involved in a collision with a Shoreline Metro bus; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel  
2019-2020

	_____
James A. Bohren	_____
	_____
	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

II

3.3

R. O. No. 110 - 18 - 19. By CITY CLERK. September 4, 2018.

Submitting a pending claim from Sperling Law Offices LLC for alleged damages and injuries to their client, Vicki Vugrinovich, when she was involved in a collision with a Shoreline Metro bus.

*Finances  
Personnel  
4-8-19 refer to Finances  
Personnel of new council.*

\_\_\_\_\_  
CITY CLERK

AUG 29 '18 AM 10:21

14-18

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM  
PURSUANT TO WIS. STAT. §893.80

To: Shoreline Metro  
Attn: Shoreline Metro Administration  
608 S. Commerce Street  
Sheboygan, WI 53081

Claimant: Vicki Vugrinovich  
W3194 Elm Lane  
Sheboygan Falls, WI 53085

City of Sheboygan City Clerk  
Attn: Meredith DeBruin  
828 Center Avenue  
Sheboygan, WI 53081

Shoreline Metro  
C/o Antoinette Corona-Murphy  
828 Center Avenue, #205  
Sheboygan, WI 53081

PLEASE TAKE NOTICE that Vicki Vugrinovich, by her attorneys Sperling Law Offices LLC, states that the following circumstances gave rise to her claim and injuries:

1. That on or about May 9, 2018, Ms. Vugrinovich was the driver of a motor vehicle at or near 625 S. Taylor Drive, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. On that date the, a Shoreline Metro (formerly Sheboygan Transit) bus driven by Antoinette Corona-Murphy, was involved in a collision with Ms. Vugrinovich's motor vehicle, due in whole or in part to the negligence of the bus operator. Ms. Antoinette Corona-Murphy was careless and negligent in the operation of the Shoreline Metro bus, in failing to properly manage and control her vehicle, in failing to keep a proper lookout, among other negligent acts and omissions.

3. As a result of these circumstances Ms. Vugrinovich injured her arm and fingers, among other injuries, and she has and will incur medical costs and other damages, including but not limited to property damage and bodily injury damage.

Dated: 8/27/19



Sperling Law Offices LLC  
Attorneys for Vicki Vugrinovich  
By Ricardo F. Estrada  
State Bar No. 1056278

Sperling Law Offices LLC  
100 E. Wisconsin Ave., Suite 1020  
Milwaukee, WI 53202

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
June 1, 2020.

Your Committee to whom was referred R. O. No. 179-19-20 by City Clerk submitting a claim from Travis Mallmann for alleged damages to his lawn when a snowplow drove over it; recommends filing the claim.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

II

A.2

R. O. No. 179 - 19 - 20. By CITY CLERK. April 8, 2020.

Submitting a claim from Travis Mallmann for alleged damages to his lawn when a snowplow drove over it.

*Finances  
Personnel  
2020-2021*

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED

3-30-2020

RECEIVED BY

MC

CLAIM NO.

31-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAR 30 2020

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

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

1. Name of Claimant: Travis Mallmann
2. Home address of Claimant: 1822 N 27th St, Sheboygan, WI
3. Home phone number: (920) 946-3299
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 2/10/2020 - early morning
6. Where did damage or injury occur? (give full description) The damage occurred on the lawn on the south end of the property
7. How did damage or injury occur? (give full description) A snowplow went over the curb and continued driving for about 20-30 yards.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: unknown
  - (b) Claimant's statement of the basis of such liability: snowplow driver went over curb and damaged lawn
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

20. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

Lawn was ripped up by snowplow. Approximately 20-30 yards of the lawn was tore up. No injuries

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ \_\_\_\_\_

Property: \$ 450.00

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 450.00

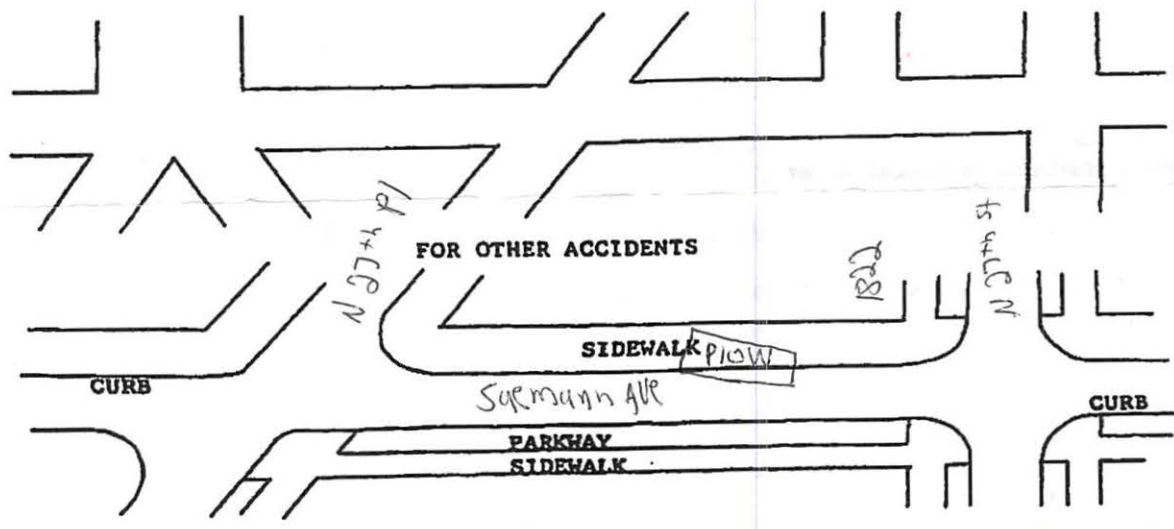
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT 503 Newk DATE 3/27/2020

DATE RECEIVED 3-30-2020

RECEIVED BY MKC

CLAIM NO. 31-19

CLAIM

Claimant's Name: Travis Mallmann  
Claimant's Address: 1822 N 27<sup>th</sup> St  
Sheboygan, WI 53081  
Claimant's Phone No. \_\_\_\_\_

Auto \$ \_\_\_\_\_  
Property \$ 450.00  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 450.00

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 450.00.

SIGNED JOB [Signature]

DATE: 3/27/2020

ADDRESS: 1822 N 27<sup>th</sup> St, Sheboygan WI 53081

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



**Jansen & Sixel Landscaping LLC**  
2801 S 17th Street  
Sheboygan, WI 53081  
(920)457-8800  
dt@jansensixellandscapingllc.com  
<http://www.jansensixellandscapingllc.com>

# Estimate

**ADDRESS**

Travis Mallmann  
1822 North 27th Street  
Sheboygan, Wisconsin 53083

**ESTIMATE # 2115**

**DATE 03/17/2020**

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DATE	ACTIVITY	AMOUNT
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Estimate to repair lawn damage caused by city plows.

Option one- All grass chunks will be picked up and disposed of. Next we will spread pulverized topsoil and install freshly cut sod into all areas disturbed. \$450

Option two- All grass chunks will be picked up and disposed of. Next we will spread pulverized topsoil, Madison Parks grass seed, starter fertilizer and cover with pellets for moisture control. \$275

Homeowner is responsible for all watering once job is completed. We will advise on how much and how frequently it is needed to be watered depending on what option is chosen?

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\* Please check services accepted, sign and return.

**TOTAL**

\* Sales tax will be added to final bill.

\* 1.5% interest will be added to unpaid balances remaining 30 days after invoice date.

Accepted By

Accepted Date





R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
June 1, 2020.

Your Committee to whom was referred R. O. No. 11-20-21 by City Clerk submitting a claim from Frederick Schmidt for alleged damages to his parked vehicle when a tree fell on it; recommends filing the claim.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

II

3.3

R. O. No. 11 - 20 - 21. By CITY CLERK. May 18, 2020.

Submitting a claim from Frederick Schmidt for alleged damages to his parked vehicle when a tree fell on it.

tap

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CITY CLERK

DATE RECEIVED 5-8-2020

RECEIVED BY MKC NOV 8 '20 AM 11:22

CLAIM NO. 120

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: FREDERICK SCHMIDT
- 2. Home address of Claimant: 515 Huron Avenue Sheboygan WI 53081
- 3. Home phone number: 920 918 9767
- 4. Business address and phone number of Claimant: SAME AS ABOVE

5. When did damage or injury occur? (date, time of day) 4/18/2020

6. Where did damage or injury occur? (give full description) \_\_\_\_\_

7. How did damage or injury occur? (give full description) TREE FELL ON TOP OF PARKED VEHICLE

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: \_\_\_\_\_

(b) Claimant's statement of the basis of such liability: TREE HAS BEEN MARKED FOR REMOVAL FOR AT LEAST 4 YEARS

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: MADRE TREE IS DISEASED HAS BEEN MARKED FOR REMOVAL FOR AT LEAST 4 YEARS

(b) Claimant's statement of basis for such liability: CITY WAS HERE AND MARKED IT, TOLD ME THERE WERE ABOUT ~~200~~ TREES AHEAD OF IT. 200

20. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

No Injuries

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

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

Auto: \$ 9,472.20  
 Property: \$ \_\_\_\_\_  
 Personal injury: \$ \_\_\_\_\_  
 Other: (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 9,472.20

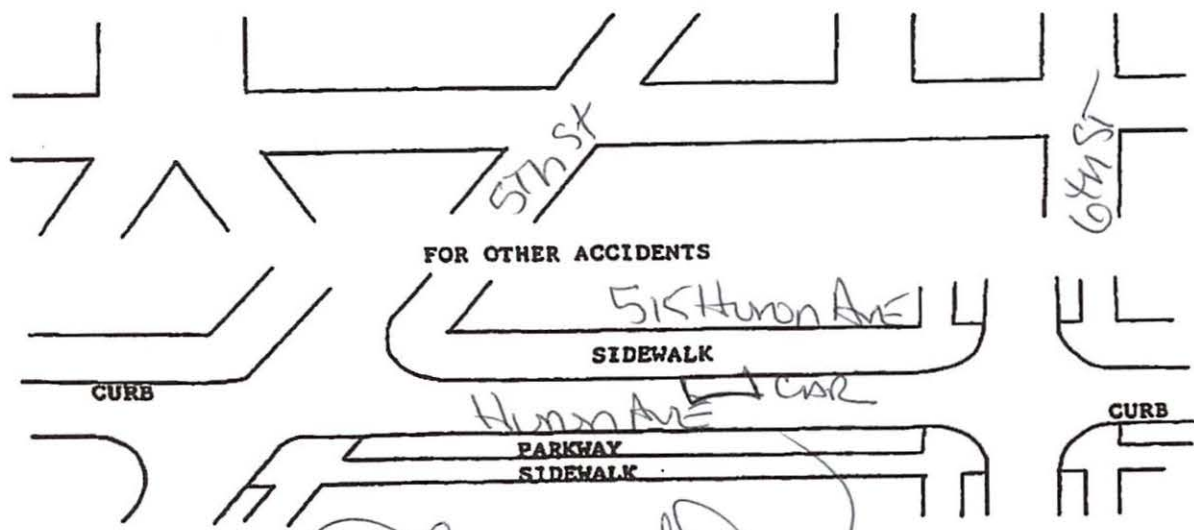
Damaged vehicle (if applicable)

Make: Ford Model: Escape Year: 2019 Mileage: 30,547

Names and addresses of witnesses, doctors and hospitals: Officer Matthew Heimerl  
Driving as tree fell. Police Report # C20 - 06217

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

[Handwritten Signature]

DATE

4/20/20

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

CLAIM NO. \_\_\_\_\_

**CLAIM**

Claimant's Name:	<u>FRED SCHMIDT</u>	Auto	\$ <u>9,472.20</u>
Claimant's Address:	<u>515 HUNTON AVE</u>	Property	\$ _____
	<u>Sheboygan WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920 918 9767</u>	Other (Specify below)	\$ _____
		<b>TOTAL</b>	\$ <u>9,472.20</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

**WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)**

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 9,472.20.

**SIGNED** *George J. [Signature]* **DATE:** 5/1/2020

**ADDRESS:** 515 HUNTON AVENUE  
SHEBOYGAN WI 53081

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



# DEAN'S AUTO BODY, INC.

Workfile ID:  
PartsShare:

ab1b9c2b  
5PYLvF

We Have the Means for All Your Body Needs!  
1407 N 29TH ST, SHEBOYGAN, WI 53081  
Phone: (920) 457-5494  
FAX: (920) 457-6495

## Preliminary Estimate

**Customer: Schmidt, Fred**

Written By: Tracy Black

Insured: Schmidt, Fred  
Type of Loss:  
Point of Impact: 13 Rollover

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
Schmidt, Fred  
515 Huron Ave.  
Sheboygan, WI 53081  
(920) 918-9767 Business

**Inspection Location:**  
DEAN'S AUTO BODY, INC.  
1407 N 29TH ST  
SHEBOYGAN, WI 53081  
Repair Facility  
(920) 457-5494 Business

**Insurance Company:**

## VEHICLE

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

VIN: 1FMCU9GD9KUB32681	Interior Color:	Mileage In: 313,608	Vehicle Out:
License: AEP-6425	Exterior Color: Blue	Mileage Out:	
State: WI	Production Date: 3/2019	Condition:	Job #:

### TRANSMISSION

4 Wheel Drive

### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Power Driver Seat

### DECOR

Dual Mirrors  
Privacy Glass  
Console/Storage  
Overhead Console

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Rear Window Wiper  
Telescopic Wheel  
Climate Control  
Backup Camera  
Remote Starter

### RADIO

AM Radio  
FM Radio  
Stereo  
Search/Seek  
Auxiliary Audio Connection  
Satellite Radio  
**SAFETY**  
Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags

Hands Free Device  
**SEATS**  
Cloth Seats  
Bucket Seats  
Reclining/Lounge Seats  
Heated Seats  
**WHEELS**  
Aluminum/Alloy Wheels  
**PAINT**  
Clear Coat Paint  
**OTHER**  
Fog Lamps  
Rear Spoiler  
California Emissions

**Preliminary Estimate**

**Customer: Schmidt, Fred**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>ELECTRICAL</b>					
2	Repl	Antenna w/o cell phone w/HD radio	HJ5Z189368A	1	39.27	1.1	
3	Repl	Antenna mast 8" mast	H1BZ18A886A	1	18.14	Incl.	
4		<b>WINDSHIELD</b>					
5	*	Subl Windshield FORD, w/o electrochromatic mirror w/o htd park area		1	<u>486.39</u>		
6		<b>RESTRAINT SYSTEMS</b>					
7	R&I	RT Head air bag from 12/02/2014				m 0.8 M	
8	R&I	LT Head air bag from 12/02/2014				m 0.8 M	
9		<b>ROOF</b>					
10	Repl	Roof panel	CJ5Z7850202A	1	1,455.38	18.0	3.4
11		Add for Clear Coat					1.4
12	Repl	LT Roof rail	CJ5Z78513A83A	1	50.44	2.0	0.4
13		Add for Clear Coat					0.1
14	Repl	Rear bow	CJ5Z7850222A	1	30.98	1.0	
15	*	Rpr Rear header				<u>2.0</u>	0.4
16		Overlap Minor Panel					-0.2
17		Add for Clear Coat					0.1
open	Repl	LT Roof molding	CJ5Z7850463AB	1	88.97	Incl.	
19		<b>REAR DOOR</b>					
20	Blnd	LT Outer panel (HSS)					1.1
21	R&I	LT Belt molding bright				0.3	
22	R&I	LT Side molding				0.4	
23	R&I	LT Handle, outside w/o keyless entry/start black				0.4	
24	R&I	LT R&I trim panel				0.4	
25		<b>QUARTER PANEL</b>					
26	Repl	RT Quarter panel	GJ5Z7827840A	1	2,421.42	18.0	3.5
27		Overlap Major Adj. Panel					-0.4
28		Add for Clear Coat					0.6
29		<b>LIFT GATE</b>					
30	*	Rpr Lift gate				<u>5.0</u>	2.1
31		Overlap Major Adj. Panel					-0.4
32		Add for Clear Coat					0.3
33		<b>REAR LAMPS</b>					
34	Repl	RT Tail lamp assy w/appearance pkg	GJ5Z13404D	1	460.54	Incl.	
35		<b>VEHICLE DIAGNOSTICS</b>					
36	*	Repl Pre-repair scan		1	<u>119.95</u> m	<u>0.5</u> M	
37	*	Repl Post-repair scan		1	<u>50.00</u> m	<u>0.5</u> M	
38		<b>MISCELLANEOUS OPERATIONS</b>					
39	#	Part(s) Disposal		1	10.00		

**Preliminary Estimate**

**Customer: Schmidt, Fred**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

40	*	Repl	Cover car/bag	1	5.00		0.2	
41	#	Subl	Hazardous waste removal	1	6.00	T		
42	#	Refn	Corrosion protection (repair area)					0.2
43	**		A/M Apply Disinfectant	1	25.00		1.0	
44	#	Repl	Cavity wax	1		T	0.2	
45	#		Mask jams/openings	1		T		1.0
46	#		Disconnect battery cable	1			0.2	
47	#	Repl	Weld-through primer	1	15.00	T		
48	#	Repl	Urethane kit	2	62.50			
49	#		Inner trim	1			4.0	
50	#		3M™ Panel Bonding Adhesive, 200 mL Cartridge	2	155.42			
51	#		3M™ Heavy-Bodied Seam Sealer, 200 mL Cartridge	1	60.19			
52	#		3M™ Static Mixing Nozzle	3	10.98			
53	#		Test welds (welder set up)	1			1.0	
54	#		High Speed Cobalt Drill Bit - 8x80mm	1	18.78			
55	#	Rpr	Rough pull				3.0	
<b>SUBTOTALS</b>					<b>5,590.35</b>		<b>60.8</b>	<b>13.6</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			5,569.35
Body Labor	58.2 hrs @	\$ 62.00 /hr	3,608.40
Paint Labor	13.6 hrs @	\$ 62.00 /hr	843.20
Mechanical Labor	2.6 hrs @	\$ 90.00 /hr	234.00
Paint Supplies	13.6 hrs @	\$ 42.00 /hr	571.20
Miscellaneous			21.00
<b>Subtotal</b>			<b>10,847.15</b>
Sales Tax	\$ 10,847.15 @	5.5000 %	596.59
<b>Grand Total</b>			<b>11,443.74</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>11,443.74</b>

**MyPriceLink Estimate ID / Quote ID:**

687707484877496320 / 67088752

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

## Preliminary Estimate

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### Customer: Schmidt, Fred

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MK13, CCC Data Date 03/17/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

## Preliminary Estimate

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**Customer: Schmidt, Fred**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

## Preliminary Estimate

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**Customer: Schmidt, Fred**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

### PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Griffin Automotive Group 1940 E. Main Street Waukesha WI 53186	#HJ5Z18936BA Antenna w/o cell phone w/HD radio Quote: 634909184 Expires: 06/06/20	\$ 39.27
3	Griffin Automotive Group 1940 E. Main Street Waukesha WI 53186	#H1BZ18A886A Antenna mast 8" mast Quote: 634909479 Expires: 06/06/20	\$ 18.14

## Preliminary Estimate

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**Customer: Schmidt, Fred**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

### ALTERNATE PARTS USAGE

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

VIN: 1FMCU9GD9KUB32681 Interior Color: Mileage In: 313,608 Vehicle Out:  
License: AEP-6425 Exterior Color: Blue Mileage Out:  
State: WI Production Date: 3/2019 Condition: Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	1
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0



**Minnesota Personal Service Appraisal**

Workfile ID: 44711788

Minneapolis Office  
Minneapolis, MN 55403  
Phone: (941) 961-0779, FAX:(941) 718-4883

For:  
**CEI GROUP INC.**

**Preliminary Estimate**

**Owner: Schmidt, Fred**

**Job Number:**

Written By: Mark Gragg

Insured: Schmidt, Fred  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #: 2072204  
Days to Repair: 0

**Owner:**  
Schmidt, Fred

**Inspection Location:**  
Drive-in

**Repair Facility:**  
Dick Brantmeier Ford  
Sheboygan, WI 53082

**VEHICLE**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

VIN: 1FMCU9GD9KUB32681  
License: AEP6425  
State: WI

Production Date:  
Odometer: 31,533  
Condition:

Interior Color:  
Exterior Color: Blue

**TRANSMISSION**

Automatic Transmission  
4 Wheel Drive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Power Driver Seat

**DECOR**

Dual Mirrors  
Privacy Glass  
Console/Storage  
Overhead Console

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Rear Window Wiper  
Telescopic Wheel  
Climate Control  
Backup Camera  
Remote Starter

**RADIO**

AM Radio  
FM Radio  
Stereo  
Search/Seek  
Auxiliary Audio Connection  
Satellite Radio

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags

Head/Curtain Air Bags  
Hands Free Device

**SEATS**

Cloth Seats  
Bucket Seats  
Redining/Lounge Seats  
Heated Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Fog Lamps  
Rear Spoiler  
California Emissions

**Preliminary Estimate**

**Owner: Schmidt, Fred**

**Job Number:**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	<b>ELECTRICAL</b>						
2	Repl	Antenna mast 8" mast	H1BZ18A886A	1	18.14	Incl.	
3	Repl	Antenna w/o cell phone w/HD radio	HJ5Z18936BA	1	39.27	1.1	
4	<b>WINDSHIELD</b>						
5	*	Repl Windshield NAGS, w/o electrochromatic mirror w/o htd park area -17%	DW02215GTN	1	<u>399.94</u>	Incl.	
6	<b>RESTRAINT SYSTEMS</b>						
7	R&I	RT Head air bag from 12/02/2014				m 0.8 M	
8	R&I	LT Head air bag from 12/02/2014				m 0.8 M	
9	Repl	Air bag system diagnosis ck system operation		1		m 0.5 M	
10	<b>ROOF</b>						
11	Repl	Roof panel	CJ5Z7850202A	1	1,380.10	18.0	3.4
12		Add for Clear Coat					1.4
open	Repl	RT Roof molding	CJ5Z7850462AC	1	88.97	Incl.	
open	Repl	LT Roof molding	CJ5Z7850463AB	1	88.97	Incl.	
15	<b>PILLARS, ROCKER &amp; FLOOR</b>						
16	Blnd	LT Aperture panel				s	2.1
17	<b>REAR DOOR</b>						
18	Blnd	LT Door shell (HSS)					1.1
19	R&I	LT Belt molding bright				0.3	
20	R&I	LT Side molding				0.4	
21	R&I	LT Handle, outside w/o keyless entry/start black				0.4	
22	R&I	LT R&I trim panel				0.4	
23	<b>QUARTER PANEL</b>						
24	Repl	LT Quarter panel	GJ5Z7827841A	1	2,005.62	17.5	3.5
25		Overlap Major Adj. Panel					-0.4
26		Add for Clear Coat					0.6
27	*	Rpr LT Inner panel assy				<u>3.0</u>	1.5
28		Add for Clear Coat					0.3
29	<b>REAR BUMPER</b>						
30	R&I	LT Side extrn					Incl.
31	R&I	R&I bumper cover					Incl.
32	#	Rpr SET UP AND MEASURE				2.0 F	
33	#	Rpr UNIBODY				2.0 F	
34	#	Repl CAR COVER		1	6.00	0.3	
35	#	Seam Sealer		1	18.00	0.3	
36	#	CORROSION PROTECTION		1	10.00		
37	#	Urethane kit		1	25.00		
38	OTHER CHARGES						

**Preliminary Estimate**

**Owner: Schmidt, Fred**

**Job Number:**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

39 #	E.P.C.	1	5.00	
<b>SUBTOTALS</b>		<b>4,085.01</b>	<b>47.8</b>	<b>13.5</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			4,080.01
Body Labor	41.7 hrs @	\$ 60.00 /hr	2,502.00
Paint Labor	13.5 hrs @	\$ 60.00 /hr	810.00
Mechanical Labor	2.1 hrs @	\$ 105.00 /hr	220.50
Frame Labor	4.0 hrs @	\$ 65.00 /hr	260.00
Paint Supplies	13.5 hrs @	\$ 40.00 /hr	540.00
Other Charges			5.00
Subtotal			8,417.51
Sales Tax	\$ 8,412.51 @	5.5000 %	462.69
<b>Total Cost of Repairs</b>			<b>8,880.20</b>
Deductible			0.00
<b>Total Adjustments</b>			<b>0.00</b>
<b>Net Cost of Repairs</b>			<b>8,880.20</b>

*Rental Lamp 590.00*  
*→ 9472.20*

**MyPriceLink Estimate ID / Quote ID:**

684051452536037376 / 66623078

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

## Preliminary Estimate

**Owner: Schmidt, Fred**

**Job Number:**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

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~~VII~~  
R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. June 1, 2020.

Your Committee to whom was referred pursuant to R. O. No. 12-20-21 by  
City Clerk submitting various license applications; recommends granting the  
following license applications with caveats (\*):

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9516	Boss, Destiny L.	2114 Georgia Ave.
3189	Buvid, Olivia	1106 S. 7 <sup>th</sup> St. Apt. #3
3181	De St. Aubin, Kristin	129 Columbine Lane
3180	Dewberry, Karena B.	2012 N. 19 <sup>th</sup> St.
3190	Ebbers, Tyler	1121 Main Ave.
3183	Grover, Kristine F.	916B Michigan Ave.
3028	Hendrikse, Cathy A.	1416 Logan Ave.
5928	Huibregtse, Erik	1515A Alabama Ave.
3193	Hunt, Hannah	1441 S. 11 <sup>th</sup> St.
3187	King, Jason	830 N. Water St.
2047	Kobes, Laura	1121 Main Ave.
3192	McKinney, Tineka	815 Madison Ave., Howards Grove
3186	Paloge, Daniel	152 E. Scott St., Fond du Lac
3182	Roberts, Laura	1627 N. 10 <sup>th</sup> St.
5564	Stuefen, Arleigh	1522 N. 11 <sup>th</sup> St.
3179	Torres, Jazmin	819 Clara Ave.
3184	Turner, Mark L.	247 Sheboygan St.

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7927	Altwies, John H.	2103A S. 7 <sup>th</sup> St.
1542	Anderson, James C.	1014 Dillingham Ave.
6743	Apel, Jay R.	1601 N. 8 <sup>th</sup> St. Apt. C
6414	Babler, Elizabeth	1503 Division Ave.
*5190	Beck, Kevin M.	1116 A N. 12 <sup>th</sup> St.
2215	Becker, Kayla	1621 N. 20 <sup>th</sup> St.
2639	Benzow, Donna	N18792 Ten Acre Rd., Goodman
9563	Berger, Ruth E.	734 Dartmouth Dr., Sheb. Falls
7881	Black, Abigail	31 S. 11 <sup>th</sup> St. Apt. D, Oostburg
1325	Born, Christy L.	2326 S. 11 <sup>th</sup> St.
2267	Burton, James	830 N. Water St. Apt. 109
1015	Busch, Jeffrey M. *Club*	428 St. Clair Ave. Apt. #4
2660	Carey, Susan	1411 S. 21 <sup>st</sup> St.
6297	Champeau, Heath R.	2113 N. 40 <sup>th</sup> St.
5240	Coenen, Mike *Club*	2515 N. 26 <sup>th</sup> St.
7338	Coffin, Kurt *Club*	1335 Columbus Ave.
2211	DeMolli, Kristin	3906 N. 28 <sup>th</sup> St.
2574	Dietz, Jean	721 Geele Ave.
2524	Ebeling, Dana	N4460 Riverbend Dr., Hingham
2364	Fetterer, Rachel	1120 Ontario Ave.

8384 Fischer, Cindy L.  
1559 Gabrish, Patricia M.  
8582 Gilman, Lindsay  
5729 Gonzalez, Michelle  
5514 Green, John  
5285 Grub, Jason  
5286 Grub, Timothy  
3679 Hajenga, Gail  
9904 Heitzmann, Mary  
2872 Hendrikse, Larry A.  
2681 Hilbelink, Nealy  
2220 Hilbert, Megan  
8604 Hildreth, Ammber  
1522 Holler, Kristi  
2540 Humphrey, Cortney  
\*2363 Humphrey, Kayla  
2169 Humphrey, Todd  
7409 Husa, Darrel F. \*Club\*  
1169 Ivio, Courtney  
1574 Johnston, Janet  
2073 Kapellen, Sandra J.  
5633 Kempf, Shireen A.  
2664 Kesner, Derek  
7872 Kinyon, Kirt D. \*Club\*  
8594 Klabecek, Kenneth A.  
1432 Klessig, Kurt  
2188 Klinzing, Caleb R.  
1649 Knaak, William A.  
8881 Krahn, Nicole M.  
8875 Kramer, Renee A.  
5472 Kulow, Mary A.  
1803 Manz, Beth A.  
2447 McCoy, Benjaman D.  
2209 Methfessel, Kevin  
1864 Meyer, Michael E.  
3365 Meyer, Wendy  
7140 Miller, Joan  
2485 Mindock, Ethan C.  
2272 Morton, Kaylee N.  
2403 Myers, Makai C.  
5641 Norling, Matthew L.  
2692 Pastorek, Sarah  
2640 Pellowski, William M.  
2863 Proue, Bonnie L.  
314 Center Ave. Apt. #1  
903 Page Ct.  
214 2<sup>nd</sup> St., Sheb. Falls  
819 Clara Ave.  
2919 S. 18<sup>th</sup> St.  
1716 Wisconsin Ave.  
2123 Carmen Ave.  
2606 S. 7<sup>th</sup> St.  
2206 Sunflower Ave.  
1416 Logan Ave.  
113 2<sup>nd</sup> St., Sheb. Falls  
N4441 VanTreeck Trail, Sheb. Falls  
2311 Hillshire Dr. Apt. 2C  
3115 Whistling Ct.  
61 Green Bay Ct., Sheb. Falls  
61 Green Bay Ct., Sheb. Falls  
61 Green Bay Ct., Sheb. Falls  
1092 Creeks Cross #26, Kohler  
1913 Humboldt Ave.  
1628 S. 19<sup>th</sup> St.  
1633 Indiana Ave.  
916 Mayflower Ave. #4  
2201 Erie Ave. #A101  
724 N. 15<sup>th</sup> St.  
704 Forest Blvd., Sheb. Falls  
2206 Sunflower Ave.  
2419 N. 11<sup>th</sup> St.  
1342 Winter St.  
1133 Pershing Ave.  
2526 Mandy Cr.  
W4160 Main Rd. Apt. 2, Plymouth  
301 Leavens Ave., Sheb. Falls  
2011 Indiana Ave.  
2210 Erie Ave.  
2925A Lakeshore Dr.  
1315 Parkwood Blvd.  
1909 Mead Ave.  
1703 North Ave.  
3114 N. 9<sup>th</sup> St.  
919 N.5<sup>th</sup> St. Apt. 11  
930 N. 27<sup>th</sup> St.  
2207 Creekside Ct.  
301 New York Ave.  
2218 N. 23<sup>rd</sup> St.

2698 Reese, Christopher G. \*Club\*  
1025 Reinl, Nicholas C. \*Club\*  
0453 Riste, Stacy L.  
2255 Schefsky, Stephanie E.  
6448 Schmidt, Timothy J.  
2730 Schneider, Amy J.  
0388 Schulak, Tara M.  
7214 Semsch, Daniel  
5002 Shembeda, Linda  
2644 Shinn, Michelle  
2234 Stadler, Rachel R.  
7673 Steen, Linda S.  
8315 Stewart, Brittany  
7318 Strean, Charles \*Club\*  
0575 Temby, Ian D.  
1558 TenPas, Pamela S.  
1632 Theobald, Erika M.  
8718 Theune, Kimberly  
2667 Utech, Ian R.  
8588 Van Der Sande, Jenna  
0792 Vorpahl, Julia  
5810 Wagner, Elizabeth A.  
0586 Wagner, Jessica  
7319 Weimer, Thomas \*Club\*  
9652 Whitaker, Casey  
2659 Willette, Amanda  
2318 Winkel, Gregg S.  
2678 Woepse, Krystal

3204 N. 12<sup>th</sup> St.  
5740 Sherwood Dr.  
3444 S. 17<sup>th</sup> St.  
W2568 Miley Rd., Sheb. Falls  
2416 N. 34<sup>th</sup> St.  
1724 S. 11<sup>th</sup> St. Apt. A  
1210A N. 14<sup>th</sup> St.  
924 Logan Ave.  
2011 Indiana Ave.  
911 Indiana Ave. Apt. A  
951 S. Main St., Cedar Grove  
4166 Red Birch Ct.  
1602 Superior Ave.  
4136 North Field Dr.  
3017 S. 12<sup>th</sup> St.  
1622 S. 21<sup>st</sup> St.  
3213 N. 10<sup>th</sup> St.  
2710 Savannah Circle Apt. D  
1526 S. 25<sup>th</sup> St.  
1909 S. 10<sup>th</sup> St.  
1527 Carmen Ave.  
2116 Meadowland Dr. Apt. 204  
909 North Ave.  
3620 Rosewood Ct.  
2211 Henry St.  
1012 Falls Parc Dr. Apt.2, Sheb. Falls  
3219 Main Ave.  
110 A Monroe St., Sheb. Falls

1308 Woodward, Heidi  
7824 Woolwine, Eugene A.  
1620 Wunrow, Douglas V.  
2593 Yonan, Keith  
1035 Zalewski, John G.  
9726 Zastrow Jr., Michael L.  
8028 Ziegelbauer, Robert J. \*Club\*  
2355 Ziegler, Jan M.  
4783 Zimmerman, Leslie  
7486 Zschetzsche, Brian A. \*Club\*

1155 Madison Ave.  
1717 N. 9<sup>th</sup> St. Unit B  
1622 S. 8<sup>th</sup> St.  
1614 Fox Hill Rd.  
5009 Grey Fox Dr.  
4227 County Rd. A  
N8540 Lakeshore Rd.  
1312 Kentucky Ave.  
1542 Sibley Ct.  
1328 N. 4<sup>th</sup> St.

\*5190 Grant with warning for failure to reveal relevant conviction.  
\*2363 Grant with warning for failure to reveal relevant conviction and  
warning regarding an incident of sale of alcohol to an underage person.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted  
and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

VII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 1, 2020.

Your Committee to whom was referred pursuant to R. O. No. 13-20-21 by City Clerk submitting various license applications; recommends granting the following license applications with caveats (\*):

CLASS "A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3279	Citgo 1	610 S. 14 <sup>th</sup> Street
3192	Harbor Centre Marina I	821 Broughton Drive
2631	North 8 <sup>th</sup> Oriental Store	2002 N. 8 <sup>th</sup> Street
2710	The Pig Stop II	2917 N. 15 <sup>th</sup> Street

"CLASS A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3357	Alex's Corner Market	515 N. 8 <sup>th</sup> Street
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Drive

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3445	J & J's Hotspot	1823 N. 12 <sup>th</sup> Street
3444	SS Northstar	3004 N. 8 <sup>th</sup> Street

"CLASS B" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> Street
3389	Al & Al's I	1502 S. 12 Street
2880	Anglers Avenue Pub & Grill	518 S. Pier Drive
3159	Big Mikes Sports Bar & Grill	911 Indiana Avenue
2805	Blue Harbor Resort I	725 Blue Harbor Drive
2762	Braveheart Pub I	2120 Calumet Drive
1040	Brennan's on Michigan	1101 Michigan Avenue
3150	Craft 30	908 Michigan Avenue
1089	Dave's Who's Inn	835 Indiana Avenue
2121	El Camino	823 Michigan Avenue
3418	Fairfield Inn by Marriot	4117 S. Taylor Drive
2487	Frankies Pub & Grill	2218 Indiana Avenue
3136	Franks Place	3023 N. 15 <sup>th</sup> Street
1799	George Michaels I	513 N. 8 <sup>th</sup> Street
1892	Gosses At the Northwestern House	1909 Union Avenue
3117	Harbor Lights IV	434 Pennsylvania Avenue
2849	Hops Haven	1327 S. 14 <sup>th</sup> Street
3299	In the Bag	1501 Union Avenue

3322 Indiana Joe's	933 Indiana Avenue
2726 John Michael Kohler Arts	608 New York Avenue
1199 Lakeshore Lanes	2519 S. Business Drive
2085 Legend Larry's	733 Pennsylvania Avenue
3271 Limelight Pub	1702 S. 17 <sup>th</sup> Street
2685 Lino Ristorante Italiano	422 S. Pier Drive
2740 Mannings Irish Pub	3015 N. 15 <sup>th</sup> Street
1226 Meyer's Lakeview Pub	550 Wilson Avenue
3335 Mi Ranchito I	1235 Indiana Avenue
2301 Mojo	1235 Pennsylvania Avenue
2976 My Place Bar & Grill	1515 New Jersey Avenue
3435 Nine-O-Two	902 Indiana Avenue
2563 Penn Avenue Pub II	827 Pennsylvania Avenue
1252 Peteks Tavern	2702 S. 8 <sup>th</sup> Street
3363 Pinky's	2123 N. 15 <sup>th</sup> Street
2272 PJ's Party Zone	910 N. 18 <sup>th</sup> Street
1267 Poor Richards	1105 Geele Avenue
3001 Ranieri's Four of a Kind	811 Indiana Avenue
3353 Rendez-Vous	920 Michigan Avenue
1288 Riverview Club	626 N. 15 <sup>th</sup> Street
1303 Rupp's Downtown	925 N. 8 <sup>th</sup> Street
3404 Scenic Bar I	1635 Indiana Avenue
1925 Screamers	2201 N. 15 <sup>th</sup> Street
3325 Sheboygan Biergarten	511 Kiwanis Park Road
1229 Shebogan Moose Lodge #438	1811 Georgia Avenue
1346 Sheboygan Pine Club	1716 Geele Avenue
1286 Sheboygan Riverside Boat Club	1228A Wisconsin Avenue
1353 Sheboygan Yacht Club	214 Pennsylvania Avenue
1360 Sly's Midtown Saloon	508 N. 8 <sup>th</sup> Street
3186 Suscha's Bar	1054 Pennsylvania Avenue
2020 Terrys	1028 Lincoln Avenue
2566 That Place on 8 <sup>th</sup>	1432 S. 8 <sup>th</sup> Street
*2193 The Kaddyshack	1502 S. 13 <sup>th</sup> Street
2207 The Silver Fern	2538 N. 15 <sup>th</sup> Street
2921 The Walkabout	2401 Calumet Drive
1411 Tommys Bar	2335 N. 15 <sup>th</sup> Street
3307 Umi Sushi & Steak House	519 N. 8 <sup>th</sup> Street
3373 Union Ave Tap	1401 Union Avenue
2427 Urbane	1231 N. 8 <sup>th</sup> Street
1420 VFW Post #9156	552 S. Evans Street
3119 Vibe Bar	2513 S. 8 <sup>th</sup> Street
1764 Water Street Pub	931 N. 12 <sup>th</sup> Street
2029 Weill Center	826 N. 8 <sup>th</sup> Street

\*2193 Grant with warning to agent related to licensed activity.

CLASS "B" BEER LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2879	Charcoal Inn North	1637 Geele Avenue
2796	Charcoal Inn South	1313 S. 8 <sup>th</sup> Street
3111	Glas: The Green Coffeehouse	924 N. 14 <sup>th</sup> Street
3129	Greece E Spoon	1217 N. 8 <sup>th</sup> Street
3034	Marc Cinemas	3266 Kohler Memorial Drive
3022	Paradigm	1202 N. 8 <sup>th</sup> Street
1809	The Wharf	377 Riverfront Drive

"CLASS C" LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3111	Glas: The Green Coffeehouse	924 N. 14 <sup>th</sup> Street
3129	Greece E Spoon	1217 N. 8 <sup>th</sup> Street
3034	Marc Cinemas	3266 Kohler Memorial Drive
3022	Paradigm	1202 N. 8 <sup>th</sup> Street

CIGARETTE/TOBACCO (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar #25587	2821 N. 15 <sup>th</sup> Street
3387	Sheboygan Vapor	3116 S. Business Drive
3043	SR Tobacco	2529 S. Business Drive
2389	The Epicure Lounge	1116 Michigan Avenue

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	908 Michigan Avenue-16x60 ft. outdoor patio space west of Craft 30.

CHANGE OF AGENT

Maureen Riordan-Haese is replacing Andrew Herman as agent effective immediately for Glas - The Green Coffeehouse located at 924 N. 14<sup>th</sup> Street.

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

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

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
June 1, 2020.

Your Committee to whom was referred Res. No. 23-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to draw funds to install the new Heating, Ventilating and Air Conditioning (HVAC) controls system for the Mead Public Library pursuant to the contract previously executed with Quality Control Systems, Inc.; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

III

A.2

Res. No. 23 - 20 - 21. By Alderpersons Donohue and Bohren.  
May 18, 2020.

A RESOLUTION authorizing the appropriate City officials to draw funds to install the new Heating, Ventilating and Air Conditioning (HVAC) controls system for the Mead Public Library pursuant to the contract previously executed with Quality Control Systems, Inc.

WHEREAS, in Res. No. 52-19-20, after complying with Wis. Stat. § 62.15, the Common Council of the City of Sheboygan (the "Council") authorized the City to contract with Quality Control Systems, Inc. to install a new Heating, Ventilating and Air Conditioning (HVAC) controls system at Mead Public Library over a four year period; and

WHEREAS, Res. No. 52-19-20 authorized the appropriate City officials to expend \$66,278 to begin the process of installing the new HVAC controls system at Mead Public Library; and

WHEREAS, Res. No. 52-19-20 also contained a change order allowance; and

WHEREAS, in 2019, Quality Control Systems, Inc. began the installation; and

WHEREAS, in 2020, Mead Public Library desires to have Quality Control Systems, Inc. complete the third floor (Alternate #3), at a cost of \$36,800; and

WHEREAS, Mead Public Library anticipates completing the first and second floors in 2021 and 2022.

NOW, THEREFORE, BE IT RESOLVED: That all approvals and authorizations in Res. No. 52-19-20, including the authority to approve change orders up to a total of \$12,651.10 for the entire contract with Quality Control Systems, Inc. for the installation of the HVAC controls system at Mead Public Library, are unaffected by this Resolution.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the completion of Alternate #3 (and any approved Change Orders) as set forth below:

2020 - HVAC Controls Replacement - Acct. No. 47951100-621200: \$36,800

FAP

BE IT FURTHER RESOLVED: That the Council continues to recognize that the expectation is that this Contract will be fulfilled over multiple years, and will consider appropriation of additional moneys in future years.

*My Lynne Nowlin*

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

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

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. June 1, 2020.

Your Committee to whom was referred Res. No. 24-20-21 by Alderpersons Wolf and Sorenson authorizing an application for an Urban Nonpoint Source & Storm Water Program Construction Grant from the Wisconsin Department of Natural Resources; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

III

Res. No. 24 - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 18, 2020.

A RESOLUTION authorizing an application for an Urban Nonpoint Source & Storm Water Program Construction Grant from the Wisconsin Department of Natural Resources.

WHEREAS, the City of Sheboygan has the opportunity to pursue an Urban Nonpoint Source & Storm Water Program Grant ("Grant") from the Wisconsin Department of Natural Resources ("DNR") to support the conversion of 2<sup>nd</sup> Creek Pond from a dry pond to a wet pond in order to assist the City in meeting future clean water requirements; and

WHEREAS, in order for the City to apply for the Grant, which would provide the City with \$150,000 towards this project, which has an estimated cost of \$917,000, one requirement is a Governmental Responsibility Resolution; and

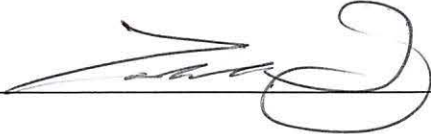
WHEREAS, the Governmental Responsibility Resolution must identify an Authorized Representative; and

WHEREAS, an Authorized Representative is an office, officer, or employee who is given authority to act on the applicant's behalf to: (1) sign and submit the grant application; (2) sign a grant agreement between the City and the DNR; (3) sign and submit reimbursement claims along with necessary supporting documentation; (4) sign and submit interim and final reports and other documentation as required by the grant agreement; (5) sign and submit an Environmental Hazards Assessment Form, if required, and (6) take necessary action to undertake, direct, and complete the approved project.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council designates the City Engineer, Ryan Sazama, as its Authorized Representative for this Grant.

PKS  
adopt.

BE IT FURTHER RESOLVED: That the City shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.



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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

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. June 1, 2020.

Your Committee to whom was referred Res. No. 25-20-21 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to execute the Amendment to Agreement Between the City of Sheboygan and Sheboygan Athletic Club, Inc. regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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


III

4.4

Res. No. 25 - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 18, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the Amendment to Agreement Between the City of Sheboygan and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Amendment to Agreement Between the City of Sheboygan and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park, in form substantially similar to the attached.

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

PH  
adopt.

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  
AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
SHEBOYGAN ATHLETIC CLUB, INC.

REGARDING LIGHTING IMPROVEMENTS AT  
MARY TESTWUIDE KNAUF FIELD AT WILDWOOD BASEBALL PARK

This Amendment (“Amendment”) amends the Agreement between the City of Sheboygan, Wisconsin and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park (the “Agreement”). The Agreement’s effective date is October 9, 2018.

As a result of the global pandemic, which has created questions about what the nature of the 2020 baseball season will look like, the Parties agree that it is appropriate to amend the Agreement as set forth below to allow Sheboygan Athletic Club additional time to make its payments:

1. Final Payment. Section 5 of the Agreement provided, in relevant part, that on or before June 1, 2020, Sheboygan Athletic Club would make its final payment to the City in the amount of \$27,467.99, which included \$27,422.70 of principal and \$45.29 of interest. Instead of one final payment due on or before June 1, 2020, the remaining balance shall now be paid as follows:
  - Sheboygan Athletic Club shall receive a \$5,000 credit toward the remaining balance from the proceeds of the old lights at Mary Testwuide Knauf Field at Wildwood Baseball Park. As a result of this credit, the remaining principal balance is \$22,422.70.
  - Sheboygan Athletic Club shall make monthly interest-only payments in the amount of \$37.37 from June 1, 2020 through May 1, 2021.
  - On June 1, 2021, Sheboygan Athletic Club shall make a final payment of \$22,460.07.

The Amortization Schedule of this Loan is set forth below:

Date of Payment	Total Payment	Interest	Principal	Principal Balance
6/1/2020	\$5,000 <sup>1</sup>	\$0.00	\$5,000	\$22,422.70
6/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
7/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
8/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
9/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
10/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70

<sup>1</sup> This amount will be credited to Sheboygan Athletic Club as a result of the proceeds of the old lights at Mary Testwuide Knauf Field at Wildwood Baseball Park.

11/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
12/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
1/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
2/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
3/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
4/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
5/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
6/1/2021	\$22,460.07	\$37.37	\$22,422.70	\$0.00

2. Promissory Note. A new Promissory Note, which replaces the Promissory Note attached to the Agreement, is attached to this Amendment and incorporated herein by reference.

3. Other Terms and Conditions. Except as specifically modified or amended herein, all other terms and provisions of the Agreement remain unchanged.

**CITY OF SHEBOYGAN, WISCONSIN**

**SHEBOYGAN ATHLETIC CLUB, INC.**

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

**BY:** \_\_\_\_\_  
Scott Stangel, President

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

**ATTEST:** \_\_\_\_\_

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

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

PROMISSORY NOTE

\$22,422.70

Sheboygan, Wisconsin  
June \_\_\_\_, 2020

FOR VALUE RECEIVED, Sheboygan Athletic Club, Inc. (the "Borrower"), promises to pay to the order of the City of Sheboygan, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, at its office in the City of Sheboygan, Wisconsin (the "Holder"), the principal sum of Twenty Two Thousand Four Hundred Twenty Two and 70/100 Dollars (\$22,422.70), with interest on all unpaid balances computed monthly from June 1, 2020 until paid at the rate of two percent (2%) per annum. Interest shall be payable monthly in installments of Thirty Seven and 37/100 Dollars (\$37.37) per month, beginning on the 1<sup>st</sup> day of June, 2020 and continuing to May 1, 2021. The final installment shall consist of a payment of Twenty Two Thousand Four Hundred Sixty and 7/100 Dollars (\$22,460.07) and shall be due on June 1, 2021. The Amortization Schedule for this Promissory Note is found in the Amendment to Agreement Between the City of Sheboygan, Wisconsin and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park.

This Note may be prepaid, in whole or in part, on any payment date without prepayment premium or penalty.

In the event any installment payment (including, without limitation, the entire principal balance upon maturity), becomes more than fifteen (15) days past due, the Borrower shall pay a late payment charge to Holder equal to five percent (5%) of the entire unpaid amount of the installment. Payments received after any installment becomes more than fifteen (15) days past due shall be applied first to current installment(s) and then to delinquent installments for purposes of this provision.

SHEBOYGAN ATHLETIC CLUB, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. June 1, 2020.

Your Committee to whom was referred Res. No. 26-20-21 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to execute an Agreement between the City of Sheboygan and the Mid-Lake Softball Organization, Inc. for operation and management of the Wildwood Softball Complex; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

III

Res. No. 26 - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 18, 2020.

A RESOLUTION authorizing the appropriate City Officials to execute an Agreement between the City of Sheboygan and the Mid-Lake Softball Organization, Inc. for operation and management of the Wildwood Softball Complex.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement between the City of Sheboygan and Mid-Lake Softball Organization, Inc. in form substantially similar to the attached.

Pop  
adopt

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

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  
MID-LAKE SOFTBALL ORGANIZATION, INC.  
AND  
THE CITY OF SHEBOYGAN  
REGARDING  
OPERATIONS OF WILDWOOD SOFTBALL COMPLEX

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin, hereinafter referred to as the "City", and Mid-Lake Softball Organization, Inc., a non-profit corporation duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "Mid-Lake."

RECITALS

- A. The City owns the public recreational facility commonly known as the Wildwood Softball Complex along New Jersey Avenue in Sheboygan. The recreational facilities on the south side of New Jersey Avenue have for many years been improved and devoted to softball.
- B. Mid-Lake has operated and managed the softball facilities at the Wildwood Softball Complex for several years, and wishes to continue to do so pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Services to be Performed by Mid-Lake.

Mid-Lake shall provide or make arrangements for the provision of the following services during the Term of this Agreement, all at no cost to the City:

- a. Contribute time, effort and monies toward the improvement of the Wildwood Softball Complex and in management, scheduling and operation of organized Mid-Lake league and tournament play.
- b. Manage and operate all aspects of the softball facilities at the Wildwood Softball Complex, including, without limitation, administration, maintenance, staffing, concessions, reservations, and day-to-day operations, including responsibility for all day-to-day expenses and normal maintenance involved with operations. Such services include, but are not limited to, ballfield leveling, grooming, grass cutting (other than the once a week grass cutting provided by the City pursuant to Section 2 of this Agreement), and all grass trimming.
- c. Undertake or provide, at Mid-Lake's expense, for the removal of such items, equipment or otherwise, as may be brought upon the premises of the Wildwood Softball Complex by or through the action or inaction, direct or indirect, of Mid-Lake, determined by the Public Works Committee of the Common Council of the City ("Public Works Committee") to be inconsistent with or contrary to any existing or later enacted rules,

regulations, conditions or laws governing the acquisition, maintenance, operation and use of the Wildwood Softball Complex.

- d. Mid-Lake shall refrain from selling intoxicating liquors, other than fermented malt beverages, upon the premises of the Wildwood Softball Complex, and shall limit the sale of fermented malt beverages, to be served only in paper or plastic cups, plastic bottles or aluminum cans, to only those times when softball tournament activities, league play, or exhibition events are taking place at the Wildwood Softball Complex.
- e. Mid-Lake shall maintain a segregated Improvements Fund, separate and distinct from any bank accounts used for Mid-Lake's operational revenue and expenditures, and shall, on or before November 1 of each year of this Agreement, deposit \$10,000 in the Improvements Fund (the "Annual Deposit")<sup>1</sup>. Mid-Lake shall provide the City with proof of compliance regarding the Annual Deposit within 3 business days of when it makes the Annual Deposit. Mid-Lake may only withdraw funds from the Improvements Fund for capital expenses. All withdrawals must be approved by the City's Director of Public Works or the designee of the City's Director of Public Works (collectively "City's Director") in advance. Mid-Lake shall provide all details reasonably requested by the City's Director related to the expenditure in order for the City's Director to evaluate the request. Depending on the nature of the proposed expenditure, the City's Director may need to report the proposed withdrawal to the Common Council of the City of Sheboygan ("Common Council") or the Public Works Committee prior to being able to approve the proposed expenditure. For the avoidance of doubt, the City shall have no liability to Mid-Lake if the price of a proposed expenditure increases as a result of the passage of time while the City is reviewing the proposed expenditure. In the event that Mid-Lake ceases to conduct operations at Wildwood Softball Complex for any reason, the Improvements Fund shall revert to the City to be used for expenditures related to Wildwood Softball Complex.

## Section 2. Services Performed and Equipment Provided by the City.

At the commencement of this Agreement, the City shall provide Mid-Lake with the use of the following ballfield grooming, lawn mowing, and miscellaneous equipment that has traditionally been kept at the Wildwood Softball Complex:

- 1 Smithco ball diamond groomer
- 1 string trimmer
- 1 grease gun
- 14 existing picnic tables at the softball complex
- 1 fryer
- Garbage Cans

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<sup>1</sup> In the event that softball is not able to be played at Wildwood Softball Complex in 2020, no Annual Deposit for 2020 shall be required. However, Mid-Lake's responsibilities under this Agreement with respect to maintenance of the Wildwood Softball Complex shall still apply. In the event that softball operations at Wildwood Softball Complex are only limited in 2020, the parties may agree to reduce the Annual Deposit to an appropriate amount based on the amount of softball activity that was possible at Wildwood Softball Complex. The City Director shall have the authority to consent to this reduction on behalf of the City.

All maintenance, repair, and replacement of this equipment during the Term of Agreement shall be the responsibility of Mid-Lake.

During the Term of this Agreement, the City will provide the following services and supplies for the Wildwood Softball Complex:

- The City will provide Mid-Lake with use of the existing storage garage at the Softball Complex and use of one City Public Works Department dumpster. The City agrees to provide garbage collection services (but this garbage collection service will only be pursuant to the City's normal collection schedule; any additional garbage collection services shall be the responsibility of Mid-Lake).
- Mowing of playing fields once per week.
- Restroom supplies of toilet paper and hand towels.
- Playground maintenance to remain compliant with current standards.
- Tree trimming as needed to correct hazards and eliminate impediments to softball games.

At the discretion of the City Director, the Public Works Department may assist with maintenance and repair of items at Wildwood Softball Complex which are the responsibility of Mid-Lake under this Agreement.

During the Term of this Agreement, the following services will not be provided by the City and shall be the responsibility of Mid-Lake:

- Gas, oil, grease, or any maintenance, repair, or replacement of equipment.
- String trimmer string.
- Garbage bags.
- Flags.
- Plumbing and electrical repairs and maintenance.
- Ballfield supplies, such as Diamond Mix, Turface, and chalk.
- Waterline and sprinkler maintenance.
- Snow plowing.
- Provision of hand tools.
- Grooming work, including but not limited to mowing of fields more than once a week, grass and weed trimming, lawn rolling, infield and warning track grading.
- Maintenance and repair of all existing facilities, including but not limited to scoreboards, fencing, lighting (including bulb replacement), fields, bleachers, dugouts, and concession stands, except as otherwise provided in this Agreement.

Section 3. Term.

This Agreement shall be in force and in effect for an initial term commencing on the effective date of this Agreement and ending December 31, 2020.<sup>2</sup> If not earlier terminated as provided in Section 16 below, unless either party gives notice in writing to the other at least 30 days prior to the end of the initial or extended term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2024.

Section 4. Cost.

Other than the Annual Deposit Requirement, the City agrees that Mid-Lake may have use of the Wildwood Softball Complex at no charge during the softball season for the purpose of softball activities which shall include appropriate practice sessions, league games, and Mid-Lake sponsored tournaments; exclusive concession rights for food and drink at the Wildwood Softball Complex during such time as Wildwood Softball Complex is open and being used for Mid-Lake sponsored softball activities, and the right to charge other designated teams, organizations, and clubs a fee for the use of the concession stand and equipment designated by Mid-Lake according to the predetermined and Common Council approved fee schedule in effect at the time of said use.

Section 5. Improvements and Modifications to the Wildwood Softball Complex by Mid-Lake.

Any park improvements or modification projects planned to be performed, contracted for, or supervised by Mid-Lake shall be submitted in writing to the City in advance for approval. Proposals shall contain a description of the planned project and be accompanied by drawings appropriate for the scale of the project, along with a funding plan outlining the project expenses and sources of funding. Mid-Lake shall be responsible for obtaining all required permits and inspections, and pay all associated fees. Any such approved park improvements or modifications to the Wildwood Softball Complex shall be free and clear of all liens and encumbrances and shall attach to the real estate and become the property of the City. All funding from Mid-Lake's gross revenues from operations of the Wildwood Softball Complex in a given year expended for such approved park improvements or modifications may be applied toward Mid-Lake's Annual Deposit Requirement for that given year.

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<sup>2</sup> The Parties note that this Agreement has been executed during a State of Emergency, in which certain public gatherings, including team sports, have been limited. This Agreement explicitly requires Mid-Lake to comply with all applicable laws when utilizing the Softball Complex. This could mean that Mid-Lake is not permitted to utilize the Softball Complex for softball until sometime after the normal start of its season.

Section 6. Financial Review.

On or before November 1 of each year of the Agreement, and within 5 days of a request from the City's Director, Mid-Lake shall make its financial records, as they exist at that time, available to the City for inspection. In addition, following a request from the City's Director, Mid-Lake will have—at its sole expense—an audited financial report prepared and submitted to the City.

Section 7. Nondiscrimination.

Mid-Lake shall not knowingly discriminate in its operations at Wildwood Softball Complex. This specifically includes discrimination against:

- Any City resident or residents, organized team or teams within the City in the activities of their organization insofar as Mid-Lake League play, Mid-Lake sponsored softball tournaments, or other Mid-Lake activities are concerned.
- Any organized softball club or clubs within the City in such a manner as to place upon such club or clubs conditions or costs that are inconsistent with City of Sheboygan approved rules, regulations, and fee schedules at the Wildwood Softball Complex.
- Any individual who attends as either a participant or spectator at any Mid-Lake sponsored softball activities at the Wildwood Softball Complex or any other City ballfields.

Mid-Lake explicitly agrees that membership in Mid-Lake shall remain open to all residents of the City of Sheboygan.

Section 8. Compliance with All Laws.

Mid-Lake shall comply with all federal, state, county, and city laws, rules, and regulations regarding its activities at the Wildwood Softball Complex.

Additionally, Mid-Lake agrees to abide by all rules, regulations, ordinances and resolutions as shall be established for the operation, maintenance and use of the Wildwood Softball Complex.

Section 9. Indemnification and Insurance.

To the extent permitted by law, Mid-Lake shall indemnify and defend the City of Sheboygan from any liability by reason of injury or death of any person or persons, or damage to property of any person or persons, arising out of Mid-Lake's activities, actions, or services at the Wildwood Softball Complex.

Mid-Lake shall procure and maintain a Commercial General Liability Insurance Policy with a policy limit of at least \$1 million dollars per occurrence and at least \$2 million dollars in the aggregate. This Commercial General Liability Insurance Policy shall name the City of Sheboygan as an additional insured. Within 15 days of the Effective Date of this Agreement and within 15 days of any change to Mid-Lake's Commercial General Liability Insurance Policy, Mid-Lake shall provide proof of this insurance policy to the City.

During the Term of this Agreement, Mid-Lake shall procure and maintain a fidelity bond on its Treasurer and any other officer responsible for the custody and control of Mid-Lake's finances. This fidelity bond shall be in an amount sufficient to protect Mid-Lake from loss by reason of acts of fraud or dishonesty on the part of the treasurer or other officer directly or through connivance with others. Within 15 days of the Effective Date of this Agreement and within 15 days of any change to the identity of the Treasurer or any other officer responsible for the custody and control of Mid-Lake's finances, Mid-Lake shall provide proof of this insurance policy to the City.

Section 10. Mid-Lake Board Membership.

Mid-Lake agrees that during the Term of this Agreement it will provide for its board of directors to be comprised of not less than 2 representatives of the City, as non-voting members.

Section 11. Termination.

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of 30 days after written notice to the other party stating specifically the default.

In addition to any other action or inaction which could constitute a default under this Agreement, the following by Mid-Lake shall each constitute a default: (1) failure to timely make or provide proof of the Annual Deposit (time being of the essence); (2) an unauthorized expenditure from the Improvements Fund; and (3) the failure to make its financial records available to the City pursuant to this section (time being of the essence). If Mid-Lake defaults in one of these three ways, the City's Director may, in addition to any other remedy in law or equity, terminate this Agreement upon 7 days' written notice.

This Agreement may also be terminated by either party without cause upon 90 days advance written notice to the other party.

Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

Section 12. Other Provisions.

1. Amendment. This Agreement may be amended only by a writing signed by both Parties.
2. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

3. Authority. Each person executing this Agreement represents and warrants that the execution and delivery of this Agreement has been duly authorized, that the person executing this Agreement has 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.
4. Counterparts. This Agreement may be executed in two or more counterparts and all such counterparts together shall constitute one and the same instrument.
5. Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.
6. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof, or any ruling, decision or other of a state or federal court or arbitrator with appropriate jurisdiction.
7. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
8. Notice. Any notice, consent, approval, request, or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this sub-section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

As of the Effective Date of this Agreement, the Addresses of Record are:

Sue Emmer  
 Mid-Lake Softball Organization, Inc.  
 2213 New Jersey Avenue  
 Sheboygan, WI 53081

City Clerk  
 City of Sheboygan  
 828 Center Ave.  
 Sheboygan, WI 53081

9. Right of Entry. For the avoidance of doubt, the City reserves, and shall at any time, have the right to enter and inspect the Wildwood Softball Complex at any time for any reason.
10. Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11. Taxes. Mid-Lake shall be responsible for any taxes that arise as a result of its usage of Wildwood Softball Complex pursuant to this Agreement.
12. Venue. Venue of any dispute related to this Agreement shall be Sheboygan County, Wisconsin.
13. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

MID-LAKE SOFTBALL  
ORGANIZATION, INC.

CITY OF SHEBOYGAN

By: \_\_\_\_\_

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

Date: \_\_\_\_\_

*Signature Page for Agreement Between Mid-Lake Softball Organization, Inc. and the City of Sheboygan Regarding Operations of Wildwood Softball Complex*

Authorized by Res. No. \_\_\_\_-20-21

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. June 1, 2020.

Your Committee to whom was referred Res. No. 27-20-21 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a contract with August Winter & Sons to rebuild the floating cover on Digester #6 at the Waste Water Treatment Plant to make other expenditures related to rebuilding the floating cover; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

III

4.6

Res. No. 27 - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 18, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with August Winter & Sons to rebuild the floating cover on Digester #6 at the Waste Water Treatment Plant and to make other expenditures related to rebuilding the floating cover.

WHEREAS, pursuant to Res. No. 164-19-20, the City has advertised for bids to rebuild the floating cover on Digester #6 at the Waste Water Treatment Plant (the "Work"); and

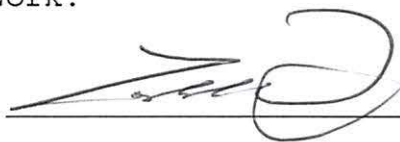
WHEREAS, the low bid for the Work was from August Winter & Sons, Inc. in the amount of \$485,000.00; and

WHEREAS, to avoid the appearance of serial contracting, there are additional expenditures related to the Work, at an estimated cost of \$84,250.00 for cleaning, asbestos abatement, start-up assistance, repairs, and contingency, which are not covered by the bid from August Winter & Sons, Inc.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with August Winter & Sons, Inc. to rebuild the floating cover on Digester #6 at the Waste Water Treatment Plant.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$569,250.00 from Account No. 60138300-631100 for the contract with August Winter & Sons, Inc. and the additional expenditures related to the Work.

ppd.  
adopt.

  
\_\_\_\_\_

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  
AUGUST WINTER & SONS, INC.**

**REGARDING DIGESTER #6 COVER REHABILITATION  
AT  
SHEBOYGAN REGIONAL WASTE WATER TREATMENT FACILITY**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and August Winter & Sons, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of the Waste Water Treatment Plant at 3333 Lakeshore Drive, Sheboygan, Wisconsin (“Waste Water Treatment Plant”); and

WHEREAS, the City wishes to have the existing floating cover on Digester #6 at the Waste Water Treatment Plant rebuilt; and

WHEREAS, the City issued Request for Bids # 1984-20 to obtain bids from qualified providers of the services needed to rebuild the existing floating cover on Digester #6 (“Services”); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor (“Bid”) is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement as Exhibit 1; and

WHEREAS, Contractor desires to provide the City with the necessary Services 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 complete the Services necessary to rebuild the existing floating cover on Digester #6 per the Contract Specifications attached to this Agreement as Exhibit 2 and the Contract Drawings attached to this Agreement as Exhibit 3. This includes the provision of all necessary labor, equipment, licenses, permits<sup>1</sup>, bonds, and travel expenses.

**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 Owner’s Representatives shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Owner’s Representatives 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 which appear within a period of one year from the date of final payment of the Agreement.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

**Article 3. Responsibilities of the City**

The City believes portions of the existing equipment contain asbestos bearing construction materials. It is the responsibility of the City to have these materials removed from the equipment prior to the mobilization of the Contractor.

The City designates Bernie Rammer and Steve Jossart as Owner’s Representative for purposes of this Agreement. If the Owner’s Representative deems it appropriate, the Owner’s Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

**Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed \$485,000.00.

Invoices shall be submitted pursuant to the Contract Specifications.

**Article 5. Appropriation of Funds**

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

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<sup>1</sup> Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

**Article 6. Performance and Payment Bond**

Contractor shall, within fifteen (15) 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 commence work after receiving a Notice to Proceed from the Owner's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services within sixty (60) days of receipt of the Notice to Proceed, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The Owner's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of Four Hundred and 00/100 Dollars (\$400.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, delay to other work scheduled at the Waste Water Treatment Plant, and other items which have caused an expenditure of public funds resulting from Contractor's failure to complete the work.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

**Article 9. Workmanship and Quality of Materials**

Contractor's Warranty for the Services is set forth in the Contract Specifications.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of

establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Owner's Representative. The approval by the Owner's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The Owner's Representative shall be the sole and final judge of equivalency.

**Article 10. Safety Requirements**

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

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 11. Open Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement 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 Agreement, 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 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 ensure 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 Owner's Representative 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. 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 16. 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 17. 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 held to be 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 18. 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 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, 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 21. 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. This includes the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

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 22. Notices**

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

**City:**

**Contractor:**

City Clerk		
City of Sheboygan		
828 Center Ave.		
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 23. 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 24. Force Majeure**

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

**Article 25. Integration and Modification**

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. Notice of Award
4. The Request for Bids (including all attachments)
5. All Addenda to the Request for Bids
6. Contractor's Bid Response (including the Items to be Attached)
7. All Other Submittals by Contractor
8. The Performance and Payment Bonds

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

**Article 26. Non-Collusion**

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

1. The prices in its bid 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.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

**Article 27. Other Provisions**

1. 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).
2. 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 Owner's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Owner's Representative.
3. 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.

4. 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**

**AUGUST WINTER & SONS, INC.**

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

**BY:** \_\_\_\_\_

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

**ATTEST:** \_\_\_\_\_

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

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

REQUEST FOR PROPOSAL  
CITY OF SHEBOYGAN  
WASTEWATER TREATMENT FACILITY  
DIGESTER #6 COVER REHABILITATION

PROPOSER INFORMATION AND COST FORM

Company Name August Winter & Sons, Inc.

Address 2323 N Roemer Road


Appleton, WI 54911

Coatings Subcontractor Howard Grote

**Proposal Cost**

The following is the proposed price the above named company will agree to as the cost to provide all work defined in the attached Digester #6 Floating Cover Mechanical Scope of Work and Digester #6 Floating Cover Surface Preparation and Coating Scope of Work.

General Management and Mobilization: \$10,000  
Cover Removal and Cribbing: \$50,000  
Cleaning and Inspection: \$25,000  
Cover Skirt Removal and Replacement: \$95,000  
Surface Preparation and Coating: \$250,000  
Cover Installation: \$50,000  
Balancing and Final Inspection \$5,000  
  
**Total Price:** \$485,000

Authorized Signature: 

Printed Name: Travis Glennon

Date: May 5, 2020

Proposal Contact Name: Eric LeBlanc

Address: 2323 N Roemer Road

Appleton, WI 54911

Telephone Number: 920-739-8881

Email: eleblanc@augustwinter.com

**DIVISION 1 -GENERAL REQUIREMENTS**

**1.1 PROTECTION OF PERSONS**

- A. Work shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

**1.2 APPLICATION OF THIS DIVISION OF THE SPECIFICATIONS**

- A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.
- B. The Contractor is fully responsible for seeing that no work shown is inadvertently left out. The listing in the specifications of any article, material, operation, process or method means that the Contractor shall provide each item listed, of quality noted and subject to qualifications noted, and the Contractor shall perform each operation so prescribed according to the conditions stated, furnishing therefore all necessary labor, materials, equipment, and incidentals required to complete the work.
- C. In the absence of any specific instruction or specification, workmanship of equal quality to that specified elsewhere in these documents, or as approved by the Engineer shall be employed.

**1.3 INTENT OF CONTRACT DOCUMENTS**

- A. The Sections of the Contract Document and the Contract Drawings are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.
- B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade.
- C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall govern.

**1.4 MECHANICAL SCOPE OF WORK**

- A. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work shown or reasonably inferred on the drawings and/or as described in the specifications.
  - 1. Prepare the cover to be lifted off the corbels.
    - a. Fabricate and attach lifting lugs per OEM lifting plan.
    - b. Provide access for safe removal of ballast blocks.
    - c. Remove ballast blocks from skirt and set inside digester. Mark and label exact location for each block so after the steel is painted the blocks can be placed in the same location to ensure the cover remains balanced.
  - 2. Lift and crib cover to provide access for cleaning and repairs.
    - a. Estimated weight is 80 tons without ballast blocks.
  - 3. Remove roller guides and rollers.

## Exhibit 2

- a. Rollers will be rebuilt by WWTP staff after removal.
4. Inspect cover with WWTP Staff.
  - a. Water blast cover as needed so that the skirt, roof and structural members can be inspected.
  - b. WWTP staff will determine if there are items outside the scope that will require repairs or replacement. Items may include structural members, ballast block supports etc.
5. Repair steel structure.
  - a. Remove and replace the entire skirt.
  - b. Remove sampling port on top of cover and make a cover to bolt to existing flange.
  - c. Replace gaskets for man ways and access covers. All gaskets will be ¼" thick Neoprene with a 60 Durometer hardness.
  - d. Ballast supports will be re-used.
  - e. Repair pad for broken guide roller.
  - f. Provide leak testing on all new welds per cover manufacturers recommended test method.
  - g. Properly dispose of all scrap steel and other waste materials.
6. Re-install cover and all components after the application of the coating system is complete.
  - a. Install roller guides and rollers.
  - b. Install digester cover.
  - c. Install ballast blocks in their original location.
7. Balance Cover
  - a. Digester will be filled with water to float the cover by WWTP staff.
  - b. Balance cover and add weight as needed to level cover within OEM specifications. Follow manufacturers recommended method.
8. **Alternate**

Perform, in conjunction with the owner, an inspection of the skirting (#5a above) to determine if the condition of the skirting is such that it could be restored more economically than complete replacement. If the Contractor and Owner mutually agree that the condition of the skirting lends itself to restoration and is more economical than complete replacement, negotiate a change order for the work. (Note: owner has in his possession, the proper diagnostic tools to perform an analysis of the metal thickness and will deploy this resource during the inspection.

\*Contractor's welding procedures, equipment, and welding operators shall be qualified and certified in accordance with the requirements of American Welding Society (AWS)

\*\*Contractor shall perform all field welding in conformance with information shown on Manufacturer's drawing regarding location, type, size and length of all welds and in accordance with applicable AWS standards.

### 1.5 OWNER'S REPRESENTATIVE

- A. All work under this Contract will be regularly viewed by the Owner's Representatives. Owner's Representatives will regularly visit the site of the project and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Owner/ Engineer. They will refer questions of interpretation of the Documents to the Owner/ Engineer for decision.
- B. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.

## Exhibit 2

- C. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

### 1.6 SUPERINTENDENCE

- A. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.
- B. Insofar as is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the contract.

### 1.7 LABOR

- A. The Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Contract. The Owner shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this project.

### 1.8 FIRE PROTECTION

- A. The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

### 1.9 LAWS, REGULATIONS, FEES AND PERMITS

- A. The Contractor shall comply with all laws, ordinances, rules and regulations of the local Building Department, Fire Department, Health Department, Department of Water Supply, Gas and Electricity, Department of Highways and all State and Federal agencies having jurisdiction.
- B. Contractor shall obtain and pay for all permits, fees and inspections required by such agencies.
- C. Contractor shall pay for legitimate costs required by private utility and communication companies.

### 1.10 WATCHMEN AND OTHER SAFEGUARDS

- A. The Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- B. Neither the Owner nor the Engineer shall be responsible for any loss or damage to the project materials, tools, equipment, etc., from any cause whatsoever.

### 1.11 CODES AND STANDARDS

- A. All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations.
- B. In case of difference between building codes, specifications, state laws, local ordinances, industry standards and utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of any such difference.

## Exhibit 2

- C. Non-compliance: Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, he shall bear all costs arising in correcting the deficiencies.
- D. Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:
  - 1. Building Codes:
    - a. ICC Codes.
    - b. National Electrical Code.
    - c. Wisconsin Administrative Code.
    - d. National Fire Code
  - 2. Industry Standards, Codes and Specifications:
    - a. AIEE - American Institute of Electrical Engineers
    - b. ANSI - American National Standards Institute
    - c. ASHRAE - American Society of Heating, Refrigeration and Air Conditioning Engineers
    - d. ASME - American Society of Mechanical Engineers
    - e. ASTM - American Society of Testing Materials
    - f. IPCEA - Insulated Power Cable Engineers Assoc.
    - g. NBS - National Bureau of Standards
    - h. NEMA - National Electrical Manufacturers Assoc.  
NFPA - National Fire Protection Assoc.
    - j. OSHA - Occupational Safety and Health Act
    - k. UL - Underwriters Laboratories
    - l. MSS - Manufacturers Standardization Society
    - m. AISC - American Institute of Steel Construction
    - n. AWS - American Welding Society
    - o. SMACNA - Sheet Metal and Air Conditioning Contractors National Assoc.

### 1.12 CUTTING AND PATCHING

- A. The Contractor shall be responsible for all required cutting, etc., and shall make all required repairs thereafter to satisfaction of the Engineer, but in no case shall the Contractor cut into any major structural element, beam or column without the written approval of the Engineer.

### 1.13 INSURANCE AND LIABILITY

- A. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the

Exhibit 2

Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.

- B. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.
- C. Workmen's Compensation
  - 1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.
- D. Comprehensive General Liability and Property Damage Insurance
  - 1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:
  - 2. Bodily Injury \$1,000,000 per Person  
\$2,000,000 Aggregate
  - 3. Property Damage \$500,000 per Occurrence  
\$500,000 Aggregate
- E. Comprehensive Automobile Liability and Property Damage
  - 1. Operation of owned, hired and non-owned motor vehicles:
  - 2. Bodily Injury \$1,000,000 per Person  
\$1,000,000 per Occurrence
  - 3. Property Damage \$1,000,000 per Occurrence

## Exhibit 2

- F. If the Contractor is employing Subcontractors or hiring pieces of equipment from another firm/contractor, said Contractor must furnish certificates of insurance for each to the Owner.

### 1.14 LAWS TO BE OBSERVED

- A. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

### 1.15 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and the least possible inconvenience to the general public and to the employees of the Owner.

### 1.16 USE OF JOB SITE

- A. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workman to limits indicated by the law, ordinances, permit or directions of the Owner and shall not encumber the premises with his materials.
- B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.

### 1.17 SCHEDULE OF VALUES

- A. The Contractor shall within ten (10) days of receipt of notice to proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

### 1.18 REQUESTS FOR PAYMENT

- A. The Contractor may submit periodically but not more than once each month a Request for Payment of work done on the site and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until final completion and acceptance of the work and less previous payments.
- B. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Owner prior to receiving payment on the project.

### 1.19 RELEASE OF LIENS

- A. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

### 1.20 PATENTS

## Exhibit 2

- A. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

### 1.21 COOPERATION WITH OWNER

- A. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

### 1.22 SUBCONTRACTS

- A. The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.
- B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

### 1.23 ASSIGNMENT OF CONTRACT

- A. No assignment by the Contractor of any construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized, unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve that Contractor of the obligations incurred by him under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:
- B. "It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

### 1.24 OTHER CONTRACTS

- A. The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

### 1.25 OWNER'S RIGHT TO DO WORK

- A. If the Contractor neglects to prosecute the work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

**1.26 TERMINATION BY THE CONTRACTOR**

- A. If the Owner fails to make payment through no fault of the Contractor for a period of thirty (30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

**1.27 TERMINATION BY THE OWNER**

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

**1.28 CHANGES IN THE WORK**

- A. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.
- B. The Contract Sum and the Contract Time may be changed only by Change Order.
- C. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.

**1.29 CORRECTION OF WORK**

- A. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final payment of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to work done by direct Employees of the Contractor. The obligations of the Contractor under this paragraph shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

**1.30 SANITARY CONVENIENCE**

- A. The Contractor shall have access to the use of sanitary facilities available to the general public.

**1.31 CLEANING UP AND FINAL INSPECTION**

- A. The Contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the

completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding, and surplus materials, and shall leave the completed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Owner to be just.

**1.32 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION**

- A. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:
  - 1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
  - 2. For defective work not remedied.
  - 3. For failure of the contractor to make proper payments to the Subcontractors.
  - 4. Reasonable doubt that this Contract can be completed for the balance then unpaid.
  - 5. Evidence of damage to another Contractor.
  - 6. Liquidated damages due to failure to meet contract completion dates
- B. The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.
- C. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

**1.33 CHANGES-PAYMENT**

- A. The Owner may, upon proper action of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.
- B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:
  - 1. By an acceptable lump sum or unit price proposal by the Contractor.
  - 2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.
- C. No claim for an addition to the contract price will be valid unless authorized as aforesaid.
- D. In cases where a lump sum proposal is submitted by the Contractor in excess of Five Hundred Dollars (\$500.00) and the Owner considers the proposal so submitted is

excessive or unreasonable for the changes or added work contemplated, the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves the right to make an award of such work to another Contractor, unless the Contractor on this Contract agrees to do the added work or changed work for the price named by the other Contractor.

- E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the Owner, or unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and Resident Engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

**1.34 DEDUCTION FOR UNCORRECTED WORK**

- A. If the Owner deems it expedient to accept work damaged or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

**1.35 FINAL ACCEPTANCE OF THE WORK**

- A. The Contract shall be deemed as having been finally accepted by the Owner when owner accepts the work.

**1.36 CORRECTION OF WORK AFTER FINAL PAYMENT**

- A. Neither the final payment on this Contract by the Owner nor any provision in these Contract Documents shall relieve the Contractor or Surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law nor of the responsibility of remedying such faulty workmanship and materials.

**1.37 OWNER'S RIGHT TO USE UNCOMPLETED WORK**

- A. The Owner shall have the right to take possession of and use portions of the work prior to final acceptance without waiving rights against the Contractor or his Surety for defects in the work or failure to complete same in its entirety.

**1.38 PAYMENTS**

- A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.

**1.39 DELAYS**

- A. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time.
- B. In case any action in court is brought against the Owner or Engineer, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor, utility company or Owner of other facilities within the project area to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage

## Exhibit 2

caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify and save harmless the Owner and Engineer and their officers or agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

### 1.40 DETAILED PAINT SPECIFICATION

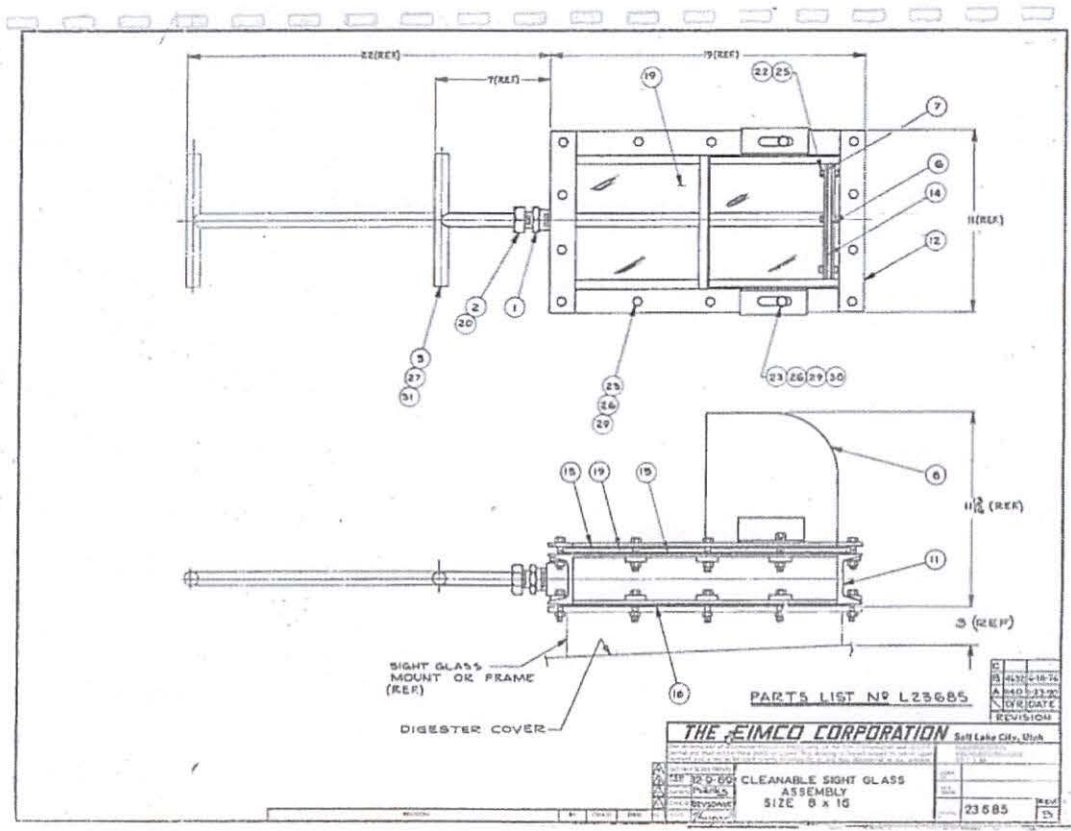
9. Blast all surfaces to SP-10 and utilize the proper surface profile per the coating manufacturer's requirements.
    - a. The cover and all associated support members, rollers and roller guides shall be blasted and coated.
    - b. Contain spent blast media and dust associated with sand blasting from leaving area. Tarp areas as needed to contain these wastes from being emitted.
    - c. Properly dispose of all sandblast wastes.
    - d. Clean area after completion of project.
    - e.
  10. First Coat: Tnemec Series 1 primer to 3 – 5 mils DFT or equivalent.
  11. Second Coat: Tnemec Series N69 to 3 – 6 mils DFT or equivalent.
  12. Third Coat: Tnemec Series N69 to 3 – 6 mils DFT or equivalent.
  13. Fourth Coat for exterior surfaces only: Tnemec Series 73 Topcoat 2 – 4 mils DFT or equivalent for UV protection.
  14. Touch-up coating will include confined space entry after the cover has been re-installed.
    - a. Interior areas will need to be accessed using scaffolds/ladders to touch up areas on the skirt where ballast blocks are re-installed and where lifting devices were used to install ballast blocks as well as any other area where the coating was compromised.
  15. Provide a coverage report documenting the dry film thickness (DFT) of each coat. A minimum of 30 DFT readings per quadrant of the cover will be required for each coat.
- \*All coatings shall be applied per manufacturers recommended application guidelines.

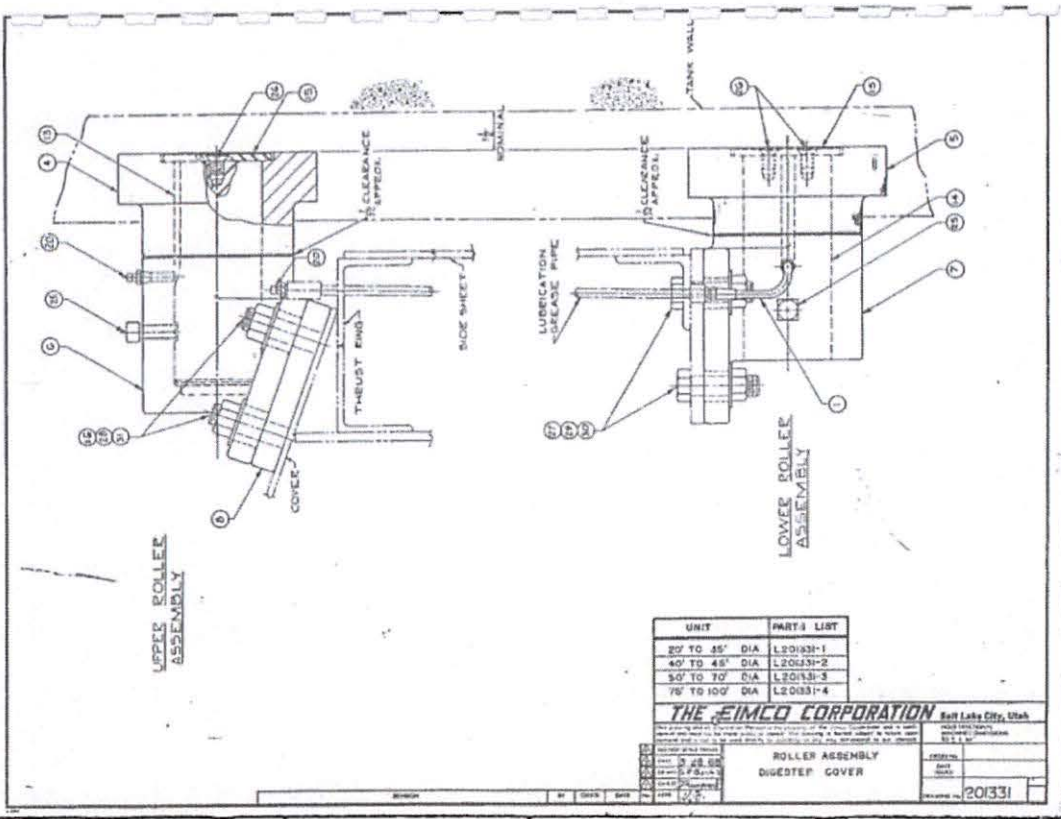










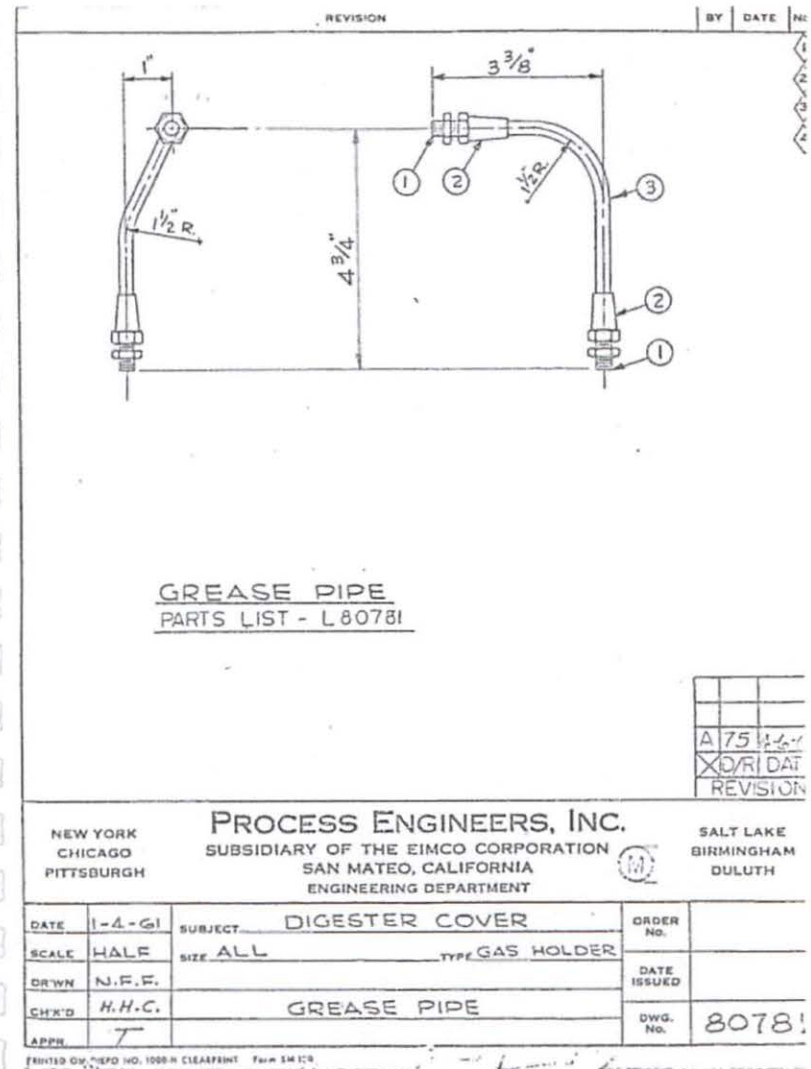


UNIT	PARTS LIST
20" TO 25" DIA	L201331-1
40" TO 45" DIA	L201331-2
50" TO 70" DIA	L201331-3
75" TO 100" DIA	L201331-4

**THE CIMCO CORPORATION** Salt Lake City, Utah

ROLLER ASSEMBLY  
DIGESTER COVER

201331



GREASE PIPE  
PARTS LIST - L 80781

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		REVISION

NEW YORK  
CHICAGO  
PITTSBURGH

**PROCESS ENGINEERS, INC.**  
SUBSIDIARY OF THE EIMCO CORPORATION  
SAN MATEO, CALIFORNIA  
ENGINEERING DEPARTMENT




SALT LAKE  
BIRMINGHAM  
DULUTH

DATE	1-4-61	SUBJECT	DIGESTER COVER	ORDER No.	
SCALE	HALF	SIZE	ALL	DATE ISSUED	
DRWN	N.F.F.		TYPE GAS HOLDER		
CHK'D	H.H.C.		GREASE PIPE	DWG. No.	80781
APP'R	T				

PRINTED ON "GPO" NO. 1000 R CLEARPRINT Form 5M 100

	PIECE MARK	NO. REQD	MATERIAL	DESCRIPTION/REMARKS	TOTAL WEIGHT									
<p><b>NOTES</b></p> <p>1. ASTERISK (*) DENOTES VARIANCE FROM ORIGINAL CONTRACT DOCUMENTS AND SHOULD BE PARTICULARLY NOTED.</p> <p>2. EMCO FURNISHES GAS HOLDERS COVERS TO SUIT TASK AS SHOWN, BUT IS NOT RESPONSIBLE FOR CONCRETE DESIGN. CUSTOMER WILL PROVIDE REINFORCING STEEL FOR CONCRETE WORK AND DETERMINE THE SIZE OF WALLS AND FOOTINGS TO SUIT LOCAL CONDITIONS.</p> <p>3. EMCO WILL FURNISH (2) STEEL DIGESTER COVER(S) WITH GUIDE ROLLERS, ROLLER GUIDES, AND OTHER APPURTENANCES AS SHOWN AND NOTED ON DRAWING 22466502 &amp; 22466502.</p> <p>4. EMCO DOES NOT FURNISH CONCRETE, PIPING, VALVES, PIPE SUPPORTS OR FITTINGS, WALL BRACKETS, CONCRETE COVERS FOR OVERFLOW BOX, OVERFLOW SINGS, OIL OR GREASE FOR LUBRICATION, FIELD ERECTION, FIELD WELDING OR WELD ROD, WATER FOR TESTING, OR PAINT EXCEPT AS SPECIFICALLY NOTED.</p> <p>5. ESTIMATED TOTAL WEIGHT OF COVER = 50,000 LBS.</p> <p>6. APPROXIMATE FIELD WELDING = 1,600 LINEAR FEET.</p> <p>7. EMCO IS NOT RESPONSIBLE FOR DAMAGE, LOSS, OR INJURY RESULTING FROM USE OF SIZING EQUIPMENT HANDLING OR CONTAINING COMBUSTIBLE GAS MIXTURES.</p> <p>8. FOR FURTHER CONCRETE AND PIPING DETAILS, REFER TO PLANS FOR WASTEWATER TREATMENT PLANT CITY OF SHERIDAN WYOMING - DONOHUE AND ASSOCIATED CONSULTING ENGINEERS.</p> <p><b>9. SURFACE PREPARATION AND SHOP PAINTING REQUIREMENTS</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:30%;">SURFACE PREPARATION</th> <th style="width:30%;">PAINTING</th> <th style="width:40%;"></th> </tr> <tr> <td>INTERIOR STEEL    SSPC-SP2    COMMERCIAL SANDBLAST</td> <td>INTERIOR STEEL    (1) COAT(S)    COPPERS 654</td> <td>1.5 HRS TOTAL D.P.T.</td> </tr> <tr> <td>EXTERIOR STEEL    SSPC-SP2    COMMERCIAL SANDBLAST</td> <td>EXTERIOR STEEL    (1) COAT(S)    COPPERS 621</td> <td>1.5 HRS TOTAL D.P.T.</td> </tr> </table> <p>10. CARE SHOULD BE TAKEN WHEN LOCATING ALL PIPING AND PIPE SUPPORTS IN AND AROUND THIS DIGESTER COVER TO BE SURE THEY DO NOT INTERFERE WITH COVER MOVEMENT AND OR TANK APPURTENANCES.</p> <p>11. STEEL TO BE PAINTED WITHIN 3" OF ALL FIELD WELDS.</p> <p>12. ALL WELDING IS TO BE SHIELDED ARC WELDING AND SMALL CONFORM TO A.W.S. STANDARDS FOR GAS-TIGHT WELDING.</p>						SURFACE PREPARATION	PAINTING		INTERIOR STEEL    SSPC-SP2    COMMERCIAL SANDBLAST	INTERIOR STEEL    (1) COAT(S)    COPPERS 654	1.5 HRS TOTAL D.P.T.	EXTERIOR STEEL    SSPC-SP2    COMMERCIAL SANDBLAST	EXTERIOR STEEL    (1) COAT(S)    COPPERS 621	1.5 HRS TOTAL D.P.T.
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<p><b>13. COVER OPERATING CONDITIONS</b></p> <p>WITHOUT BALLAST AND WITHOUT SNOW OR LIVE LOADS, NORMAL OPERATING PRESSURE WILL BE 4" W.C.</p> <p>WITH CONCRETE BALLAST AS SHOWN ON DRAWING 22466502, NORMAL COVER OPERATING PRESSURE WILL BE 8" W.C. (BALLAST FULLY SUSPENDED)</p> <p>PRESSURE OBTAINABLE WITH ALL BALLAST OUT OF LIQUID WILL BE 10.8" W.C.</p> <p>PRESSURE RELIEF - VACUUM BREAKER VALVE WILL BE SET TO RELIEVE AT 10" W.C. PRESSURE AND 1" W.C. VACUUM. REGULATION TO WASTE GAS BURNERS, HEATING EQUIPMENT, ETC., SHOULD BE SET ACCORDINGLY.</p> <p>14. M. STEEL TO HAVE 1/4" MIN. THICKNESS.</p> <p>15. HOLES IN COVER PLATES FOR ALL APPURTENANCES TO BE SAWNED IN THE FIELD.</p> <p>16. COVER IS DESIGNED FOR SNOW VACUUM &amp; LIVE LOADS = 30 PSF.</p>														
<p><b>THIS DRAWING IS CERTIFIED FOR</b> <span style="float:right">100%</span></p> <p>CUSTOMER ELLIS TERRY &amp; SONS (SALT LAKE CITY, UTAH)</p> <p>CUSTOMER ORDER NUMBER _____</p> <p>EMCO ORDER NUMBER 22466502</p> <p>PROJECT THE BOYDEN WASTEWATER T.P.P.</p> <p>PROJECT LOCATION SHERIDAN WYO.</p> <p>CONSULTING ENGINEER DONOHUE &amp; ASSOCIATES</p> <p>BY <i>[Signature]</i> DATE 5/2/78</p> <p>EMCO P.M.D. ENVROTECH CORPORATION</p>														
<p>WORK WITH DRAWINGS 22466502 &amp; 22466502</p>														
<p><b>ENVROTECH</b>    EMCO BSP DIVISION - ENVROTECH CORPORATION - Salt Lake City, Utah</p> <p>This drawing and all information thereon is the property of Envirotech BSP and is confidential and must not be made public or copied. This drawing is loaned subject to return upon demand and is not to be used directly or indirectly in any way detrimental to our interests.</p> <p>HOLD FRACTIONAL MACHINE DIMENSIONS TO 1/16"</p>														
<p><b>GENERAL NOTES</b></p> <p>70 FT. DIA. G-TYPE DIGESTER COVER</p> <p>NO. 22466502</p>														
<p>REVISION    BY    DATE</p>														



PIECE MARK	NO. REQ'D	MATERIAL	DESCRIPTION/REMARKS	TOTAL WEIGHT																						
COVER APPURTANCES FOR EACH COVER AS INDICATED BY BUBBLES ON DRAWING 224065501																										
<p>① 30" OUTSIDE DIA MANHOLES WITH BOLTED COVER AND NEOPRENE GASKET (2 PROVIDED)</p> <p>② 8" DIA SCH 20 SAMPLE TUBES WITH BOLTED COVER AND NEOPRENE GASKET (2 PROVIDED)</p> <p>③ 4" DIA SCH 40 NOZZLE WITH 4" VAREC FIG 5000-B1 PRESSURE-RELIEF-VACUUM-BREAKER-VALVE WITH FLAME ARRESTER AND NEOPRENE GASKET (1 PROVIDED)</p> <p>④ 8" x 10" GAS-TIGHT CLEANABLE SIGHT GLASSES WITH CLEANING ROD WIPER (2 PROVIDED)</p> <p>⑤ 4" I.D. CENTER RING WITH BOLTED AND GASKETED COVER/FLOTATION BOWNET ASSEMBLY.</p>																										
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>THIS DRAWING IS CERTIFIED FOR</b></p> <p>CUSTOMER <u>ELDON BECK &amp; J.P. CULLEN &amp; SONS</u></p> <p>CUSTOMER ORDER NUMBER <u>                    </u></p> <p>EMCO ORDER NUMBER <u>22406-05</u></p> <p>PROJECT <u>SHERBOGAN WASTEWATER TREATMENT PLANT</u></p> <p>PROJECT LOCATION <u>SHERBOGAN, WIS.</u></p> <p>CONSULTING ENGINEER <u>Donald H. &amp; Associates</u></p> <p>BY <u>                    </u> DATE <u>2-2-78</u></p> <p>EMCO PMD - ENVIROTECH CORPORATION</p> </div>																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">   <b>ENVIROTECH</b> </td> <td style="width: 50%;"> <b>EMCO PMD - ENVIROTECH CORPORATION - Salt Lake City, Utah</b>  <small>This drawing and all information thereon is the property of Enviro PMD and is confidential and must not be made public or copied. This drawing is loaned subject to return upon demand and is not to be used directly or indirectly in any way detrimental to our interests.</small> </td> <td style="width: 30%; text-align: center;"> <b>SCALE</b>                  FULL SIZE                  UNLESS OTHERWISE NOTED                  TO 1/8"             </td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="border-collapse: collapse;"> <tr> <td style="font-size: 8px;">DO NOT SCALE DIMENSIONS</td> </tr> <tr> <td style="font-size: 8px;">DATE: 2/2/78</td> </tr> <tr> <td style="font-size: 8px;">DRAWN: DHA</td> </tr> <tr> <td style="font-size: 8px;">CHECKED: JWC</td> </tr> <tr> <td style="font-size: 8px;">APP'D: JWC</td> </tr> </table> </td> <td style="text-align: center; vertical-align: middle;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;"><b>COVER APPURTANCES</b></td> </tr> <tr> <td style="font-size: 8px;">REV</td> </tr> <tr> <td style="font-size: 8px;">NO.</td> </tr> <tr> <td style="font-size: 8px;">DATE</td> </tr> <tr> <td style="font-size: 8px;">BY</td> </tr> <tr> <td style="font-size: 8px;">CHECKED</td> </tr> <tr> <td style="font-size: 8px;">DATE</td> </tr> </table> </td> <td style="text-align: center; vertical-align: middle;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">SHEET NO.</td> <td style="font-size: 8px;">224065503</td> <td style="font-size: 8px;">REV</td> <td style="font-size: 8px;">001</td> </tr> </table> </td> </tr> </table>					 <b>ENVIROTECH</b>	<b>EMCO PMD - ENVIROTECH CORPORATION - Salt Lake City, Utah</b> <small>This drawing and all information thereon is the property of Enviro PMD and is confidential and must not be made public or copied. This drawing is loaned subject to return upon demand and is not to be used directly or indirectly in any way detrimental to our interests.</small>	<b>SCALE</b> FULL SIZE UNLESS OTHERWISE NOTED TO 1/8"	<table border="1" style="border-collapse: collapse;"> <tr> <td style="font-size: 8px;">DO NOT SCALE DIMENSIONS</td> </tr> <tr> <td style="font-size: 8px;">DATE: 2/2/78</td> </tr> <tr> <td style="font-size: 8px;">DRAWN: DHA</td> </tr> <tr> <td style="font-size: 8px;">CHECKED: JWC</td> </tr> <tr> <td style="font-size: 8px;">APP'D: JWC</td> </tr> </table>	DO NOT SCALE DIMENSIONS	DATE: 2/2/78	DRAWN: DHA	CHECKED: JWC	APP'D: JWC	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;"><b>COVER APPURTANCES</b></td> </tr> <tr> <td style="font-size: 8px;">REV</td> </tr> <tr> <td style="font-size: 8px;">NO.</td> </tr> <tr> <td style="font-size: 8px;">DATE</td> </tr> <tr> <td style="font-size: 8px;">BY</td> </tr> <tr> <td style="font-size: 8px;">CHECKED</td> </tr> <tr> <td style="font-size: 8px;">DATE</td> </tr> </table>	<b>COVER APPURTANCES</b>	REV	NO.	DATE	BY	CHECKED	DATE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">SHEET NO.</td> <td style="font-size: 8px;">224065503</td> <td style="font-size: 8px;">REV</td> <td style="font-size: 8px;">001</td> </tr> </table>	SHEET NO.	224065503	REV	001
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Bond No. 083825G

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

August Winter & Sons, Inc.  
2323 N. Roemer Road, PO Box 1896  
Appleton, WI 54911

**SURETY:**

*(Name, legal status and principal place of business)*

Ohio Farmers Insurance Company  
P.O. Box 5001  
Westfield Center, OH 44251 - 5001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**Mailing Address for Notices**

Ohio Farmers Insurance Company  
P.O. Box 5001  
Westfield Center, OH 44251 - 5001

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

**CONSTRUCTION CONTRACT**

Date: June 2, 2020

Amount: \$ 485,000.00

**Description:**

*(Name and location)*

Digester #6 Cover Rehabilitation at Sheboygan Regional Waste Water Treatment Facility

**BOND**

Date: June 2, 2020

*(Not earlier than Construction Contract Date)*

Amount: \$ 485,000.00

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

August Winter & Sons, Inc.

**SURETY**

Company:

*(Corporate Seal)*

Ohio Farmers Insurance Company

Signature: \_\_\_\_\_



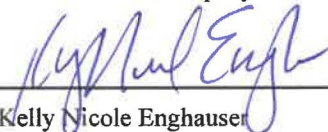
Name

Travis Glennon

and Title:

Asst. Secretary

Signature: \_\_\_\_\_



Name

Kelly Nicole Enghausen

and Title:

Attorney-in-Fact

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Willis Towers Watson Midwest, Inc.  
8400 Normandale Lake Blvd, Suite 1700  
Bloomington, MN 55437  
763.302.7197

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

Bond No. 083825G

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

August Winter & Sons, Inc.  
2323 N. Roemer Road, PO Box 1896  
Appleton, WI 54911

**SURETY:**

*(Name, legal status and principal place of business)*

Ohio Farmers Insurance Company  
P.O. Box 5001  
Westfield Center, OH 44251 - 5001

**Mailing Address for Notices**

Ohio Farmers Insurance Company  
P.O. Box 5001  
Westfield Center, OH 44251 - 5001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

**CONSTRUCTION CONTRACT**

Date: June 2, 2020

Amount: \$ 485,000.00

**Description:**

*(Name and location)*

Digester #6 Cover Rehabilitation at Sheboygan Regional Waste Water Treatment Facility

**BOND**

Date: June 2, 2020

*(Not earlier than Construction Contract Date)*

Amount: \$ 485,000.00

Modifications to this Bond:

None

See Section 18

**CONTRACTOR AS PRINCIPAL**

Company:

August Winter & Sons, Inc.

*(Corporate Seal)*

**SURETY**

Company:

Ohio Farmers Insurance Company

*(Corporate Seal)*

Signature:



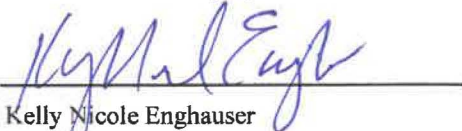
Name

Travis Glennon

and Title:

Asst. Secretary

Signature:



Name

Kelly Nicole Enghauser

and Title:

Attorney-in-Fact

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Willis Towers Watson Midwest, Inc.  
8400 Normandale Lake Blvd, Suite 1700  
Bloomington, MN 55437  
763.302.7197

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1** the name of the Claimant;
- .2** the name of the person for whom the labor was done, or materials or equipment furnished;
- .3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4** a brief description of the labor, materials or equipment furnished;
- .5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7** the total amount of previous payments received by the Claimant; and
- .8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

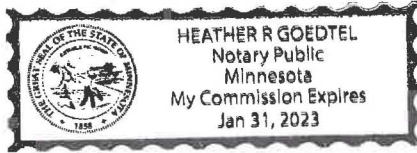
Address

# Surety Acknowledgment

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State of Minnesota }  
County of Hennepin } ss.

On this 2nd day of June 2020, before me personally came Kelly Nicole Enghauser, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Ohio Farmers Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Heather R Goedel  
Notary Public

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/15/19, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2263612 02

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BRIAN D. CARPENTER, NICOLE LANGER, CRAIG OLMSTEAD, JESSICA HOFF, MICHELLE HALTER, HEATHER R. GOEDEL, KELLY NICOLE ENGHAUSER, BLAKE S. BOHLIG, LAURIE PFLUG, JOINTLY OR SEVERALLY

of BLOOMINGTON and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 15th day of NOVEMBER A.D., 2019 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 15th day of NOVEMBER A.D., 2019 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of June A.D., 2020



Frank A. Carrino Secretary

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
AUGUST WINTER & SONS, INC.**

**REGARDING DIGESTER #6 COVER REHABILITATION  
AT  
SHEBOYGAN REGIONAL WASTE WATER TREATMENT FACILITY**

This Agreement ("Agreement") is made and entered into effective this 2nd day of June, 2020 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and August Winter & Sons, Inc. ("Contractor").

**WITNESSETH:**

**WHEREAS,** the City is the owner of the Waste Water Treatment Plant at 3333 Lakeshore Drive, Sheboygan, Wisconsin ("Waste Water Treatment Plant"); and

**WHEREAS,** the City wishes to have the existing floating cover on Digester #6 at the Waste Water Treatment Plant rebuilt; and

**WHEREAS,** the City issued Request for Bids # 1984-20 to obtain bids from qualified providers of the services needed to rebuild the existing floating cover on Digester #6 ("Services"); and

**WHEREAS,** the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

**WHEREAS,** a copy of the Bid is attached to this Agreement as Exhibit 1; and

**WHEREAS,** Contractor desires to provide the City with the necessary Services 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 complete the Services necessary to rebuild the existing floating cover on Digester #6 per the Contract Specifications attached to this Agreement as Exhibit 2 and the Contract Drawings attached to this Agreement as Exhibit 3. This includes the provision of all necessary labor, equipment, licenses, permits<sup>1</sup>, bonds, and travel expenses.

**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 Owner's Representatives shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Owner's Representatives 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 which appear within a period of one year from the date of final payment of the Agreement.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

**Article 3. Responsibilities of the City**

The City believes portions of the existing equipment contain asbestos bearing construction materials. It is the responsibility of the City to have these materials removed from the equipment prior to the mobilization of the Contractor.

The City designates Bernie Rammer and Steve Jossart as Owner's Representative for purposes of this Agreement. If the Owner's Representative deems it appropriate, the Owner's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

**Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed \$485,000.00.

Invoices shall be submitted pursuant to the Contract Specifications.

**Article 5. Appropriation of Funds**

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

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<sup>1</sup> Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

**Article 6. Performance and Payment Bond**

Contractor shall, within fifteen (15) 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 commence work after receiving a Notice to Proceed from the Owner's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services within sixty (60) days of receipt of the Notice to Proceed, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The Owner's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of Four Hundred and 00/100 Dollars (\$400.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, delay to other work scheduled at the Waste Water Treatment Plant, and other items which have caused an expenditure of public funds resulting from Contractor's failure to complete the work.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

**Article 9. Workmanship and Quality of Materials**

Contractor's Warranty for the Services is set forth in the Contract Specifications.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of

establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Owner's Representative. The approval by the Owner's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The Owner's Representative shall be the sole and final judge of equivalency.

**Article 10. Safety Requirements**

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

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 11. Open Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement 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 Agreement, 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 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 ensure 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 Owner's Representative 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. 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 16. 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 17. 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 held to be 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 18. 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 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, 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 21. 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. This includes the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

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 22. Notices**

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

City:	Contractor:
City Clerk	Travis Wenzel
City of Sheboygan	August Winkler & Sons, Inc.
828 Center Ave.	2323 N. Bremer Rd
Sheboygan, Wisconsin 53083	Appleton, WI

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

**Article 23. 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 24. Force Majeure**

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

**Article 25. Integration and Modification**

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. Notice of Award
4. The Request for Bids (including all attachments)
5. All Addenda to the Request for Bids
6. Contractor's Bid Response (including the Items to be Attached)
7. All Other Submittals by Contractor
8. The Performance and Payment Bonds

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

**Article 26. Non-Collusion**

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

1. The prices in its bid 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.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

**Article 27. Other Provisions**

1. **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).
2. **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 Owner's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Owner's Representative.
3. **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.

4. 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

BY:   
Michael J. Vandersteen, Mayor

ATTEST:   
Meredith DeBruin, City Clerk

DATE: 6.4.2020

AUGUST WINTER & SONS, INC.

BY:   
TRAVIS OKINA, Assistant Secretary

ATTEST: 

DATE: 6/2/2020

Exhibit 1

REQUEST FOR PROPOSAL  
CITY OF SHEBOYGAN  
WASTEWATER TREATMENT FACILITY  
DIGESTER #8 COVER REHABILITATION

PROPOSER INFORMATION AND COST FORM

Company Name August Winter & Sons, Inc.  
Address 2323 N Roemer Road  
Appleton, WI 54911

Coatings Subcontractor Howard Grote

Proposal Cost

The following is the proposed price the above named company will agree to as the cost to provide all work defined in the attached Digester #8 Floating Cover Mechanical Scope of Work and Digester #8 Floating Cover Surface Preparation and Coating Scope of Work.

General Management and Mobilization: \$10,000  
Cover Removal and Cribbing: \$50,000  
Cleaning and Inspection: \$25,000  
Cover Skirt Removal and Replacement: \$95,000  
Surface Preparation and Coating: \$250,000  
Cover Installation: \$50,000  
Balancing and Final Inspection \$5,000

Total Price: \$485,000

Authorized Signature: 

Printed Name: Travis Glennon

Date: May 5 2020

Proposal Contact Name: Eric LeBlanc

Address: 2323 N Roemer Road

Appleton, WI 54911

Telephone Number: 920-739-8881

Email: eblanc@augustwinter.com

## Exhibit 2

### DIVISION 1 -GENERAL REQUIREMENTS

#### 1.1 PROTECTION OF PERSONS

- A. Work shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

#### 1.2 APPLICATION OF THIS DIVISION OF THE SPECIFICATIONS

- A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.
- B. The Contractor is fully responsible for seeing that no work shown is inadvertently left out. The listing in the specifications of any article, material, operation, process or method means that the Contractor shall provide each item listed, of quality noted and subject to qualifications noted, and the Contractor shall perform each operation so prescribed according to the conditions stated, furnishing therefore all necessary labor, materials, equipment, and incidentals required to complete the work.
- C. In the absence of any specific instruction or specification, workmanship of equal quality to that specified elsewhere in these documents, or as approved by the Engineer shall be employed.

#### 1.3 INTENT OF CONTRACT DOCUMENTS

- A. The Sections of the Contract Document and the Contract Drawings are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.
- B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade.
- C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall govern.

#### 1.4 MECHANICAL SCOPE OF WORK

- A. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work shown or reasonably inferred on the drawings and/or as described in the specifications.
1. Prepare the cover to be lifted off the corbels.
    - a. Fabricate and attach lifting lugs per OEM lifting plan.
    - b. Provide access for safe removal of ballast blocks.
    - c. Remove ballast blocks from skirt and set inside digester. Mark and label exact location for each block so after the steel is painted the blocks can be placed in the same location to ensure the cover remains balanced.
  2. Lift and crib cover to provide access for cleaning and repairs.
    - a. Estimated weight is 80 tons without ballast blocks.
  3. Remove roller guides and rollers.

## Exhibit 2

- a. Rollers will be rebuilt by WWTP staff after removal.
4. Inspect cover with WWTP Staff.
  - a. Water blast cover as needed so that the skirt, roof and structural members can be inspected.
  - b. WWTP staff will determine if there are items outside the scope that will require repairs or replacement. Items may include structural members, ballast block supports etc.
5. Repair steel structure.
  - a. Remove and replace the entire skirt.
  - b. Remove sampling port on top of cover and make a cover to bolt to existing flange.
  - c. Replace gaskets for man ways and access covers. All gaskets will be 1/2" thick Neoprene with a 60 Durometer hardness.
  - d. Ballast supports will be re-used.
  - e. Repair pad for broken guide roller.
  - f. Provide leak testing on all new welds per cover manufacturers recommended test method.
  - g. Properly dispose of all scrap steel and other waste materials.
6. Re-install cover and all components after the application of the coating system is complete.
  - a. Install roller guides and rollers.
  - b. Install digester cover.
  - c. Install ballast blocks in their original location.
7. Balance Cover
  - a. Digester will be filled with water to float the cover by WWTP staff.
  - b. Balance cover and add weight as needed to level cover within OEM specifications. Follow manufacturers recommended method.
8. Alternate  
Perform, in conjunction with the owner, an inspection of the skirting (#5a above) to determine if the condition of the skirting is such that it could be restored more economically than complete replacement. If the Contractor and Owner mutually agree that the condition of the skirting lends itself to restoration and is more economical than complete replacement, negotiate a change order for the work. (Note: owner has in his possession, the proper diagnostic tools to perform an analysis of the metal thickness and will deploy this resource during the inspection.

\*Contractor's welding procedures, equipment, and welding operators shall be qualified and certified in accordance with the requirements of American Welding Society (AWS)

\*\*Contractor shall perform all field welding in conformance with information shown on Manufacturer's drawing regarding location, type, size and length of all welds and in accordance with applicable AWS standards.

### 1.5 OWNER'S REPRESENTATIVE

- A. All work under this Contract will be regularly viewed by the Owner's Representatives. Owner's Representatives will regularly visit the site of the project and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Owner/ Engineer. They will refer questions of interpretation of the Documents to the Owner/ Engineer for decision.
- B. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.

## Exhibit 2

- C. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

### 1.6 SUPERINTENDENCE

- A. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.
- B. Insofar as is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the contract.

### 1.7 LABOR

- A. The Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Contract. The Owner shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions or those of the Engineer or inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this project.

### 1.8 FIRE PROTECTION

- A. The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

### 1.9 LAWS, REGULATIONS, FEES AND PERMITS

- A. The Contractor shall comply with all laws, ordinances, rules and regulations of the local Building Department, Fire Department, Health Department, Department of Water Supply, Gas and Electricity, Department of Highways and all State and Federal agencies having jurisdiction.
- B. Contractor shall obtain and pay for all permits, fees and inspections required by such agencies.
- C. Contractor shall pay for legitimate costs required by private utility and communication companies.

### 1.10 WATCHMEN AND OTHER SAFEGUARDS

- A. The Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- B. Neither the Owner nor the Engineer shall be responsible for any loss or damage to the project materials, tools, equipment, etc., from any cause whatsoever.

### 1.11 CODES AND STANDARDS

- A. All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations.
- B. In case of difference between building codes, specifications, state laws, local ordinances, industry standards and utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of any such difference.

## Exhibit 2

- C. **Non-compliance:** Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, he shall bear all costs arising in correcting the deficiencies.
- D. Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:
1. Building Codes:
    - a. ICC Codes.
    - b. National Electrical Code.
    - c. Wisconsin Administrative Code.
    - d. National Fire Code
  2. Industry Standards, Codes and Specifications:
    - a. AIEE - American Institute of Electrical Engineers
    - b. ANSI - American National Standards Institute
    - c. ASHRAE - American Society of Heating, Refrigeration and Air Conditioning Engineers
    - d. ASME - American Society of Mechanical Engineers
    - e. ASTM - American Society of Testing Materials
    - f. IPCEA - Insulated Power Cable Engineers Assoc.
    - g. NBS - National Bureau of Standards
    - h. NEMA - National Electrical Manufacturers Assoc.  
NFPA - National Fire Protection Assoc.
    - j. OSHA - Occupational Safety and Health Act
    - k. UL - Underwriters Laboratories
    - l. MSS - Manufacturers Standardization Society
    - m. AISC - American Institute of Steel Construction
    - n. AWS - American Welding Society
    - o. SMACNA - Sheet Metal and Air Conditioning Contractors National Assoc.

### 1.12 CUTTING AND PATCHING

- A. The Contractor shall be responsible for all required cutting, etc., and shall make all required repairs thereafter to satisfaction of the Engineer, but in no case shall the Contractor cut into any major structural element, beam or column without the written approval of the Engineer.

### 1.13 INSURANCE AND LIABILITY

- A. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the

**Exhibit 2**

Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.

- B. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.
- C. **Workmen's Compensation**
  - 1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.
- D. **Comprehensive General Liability and Property Damage Insurance**
  - 1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:
  - 2. Bodily Injury \$1,000,000 per Person  
\$2,000,000 Aggregate
  - 3. Property Damage \$500,000 per Occurrence  
\$500,000 Aggregate
- E. **Comprehensive Automobile Liability and Property Damage**
  - 1. Operation of owned, hired and non-owned motor vehicles:
  - 2. Bodily Injury \$1,000,000 per Person  
\$1,000,000 per Occurrence
  - 3. Property Damage \$1,000,000 per Occurrence

## Exhibit 2

- F. If the Contractor is employing Subcontractors or hiring pieces of equipment from another firm/contractor, said Contractor must furnish certificates of insurance for each to the Owner.
- 1.14 LAWS TO BE OBSERVED**
- A. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.
- 1.15 PUBLIC SAFETY AND CONVENIENCE**
- A. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and the least possible inconvenience to the general public and to the employees of the Owner.
- 1.16 USE OF JOB SITE**
- A. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workman to limits indicated by the law, ordinances, permit or directions of the Owner and shall not encumber the premises with his materials.
- B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.
- 1.17 SCHEDULE OF VALUES**
- A. The Contractor shall within ten (10) days of receipt of notice to proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.
- 1.18 REQUESTS FOR PAYMENT**
- A. The Contractor may submit periodically but not more than once each month a Request for Payment of work done on the site and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until final completion and acceptance of the work and less previous payments.
- B. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Owner prior to receiving payment on the project.
- 1.19 RELEASE OF LIENS**
- A. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.
- 1.20 PATENTS**

Exhibit 2

- A. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

1.21 COOPERATION WITH OWNER

- A. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

1.22 SUBCONTRACTS

- A. The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.
- B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

1.23 ASSIGNMENT OF CONTRACT

- A. No assignment by the Contractor of any construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized, unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve that Contractor of the obligations incurred by him under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:
- B. "It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

1.24 OTHER CONTRACTS

- A. The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

1.25 OWNER'S RIGHT TO DO WORK

- A. If the Contractor neglects to prosecute the work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

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### 1.26 TERMINATION BY THE CONTRACTOR

- A. If the Owner fails to make payment through no fault of the Contractor for a period of thirty (30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

### 1.27 TERMINATION BY THE OWNER

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery, thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

### 1.28 CHANGES IN THE WORK

- A. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.
- B. The Contract Sum and the Contract Time may be changed only by Change Order.
- C. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.

### 1.29 CORRECTION OF WORK

- A. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final payment of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to work done by direct Employees of the Contractor. The obligations of the Contractor under this paragraph shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

### 1.30 SANITARY CONVENIENCE

- A. The Contractor shall have access to the use of sanitary facilities available to the general public.

### 1.31 CLEANING UP AND FINAL INSPECTION

- A. The Contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the

Exhibit 2

completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding, and surplus materials, and shall leave the completed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Owner to be just.

**1.32 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION**

- A. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:
  - 1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
  - 2. For defective work not remedied.
  - 3. For failure of the contractor to make proper payments to the Subcontractors.
  - 4. Reasonable doubt that this Contract can be completed for the balance then unpaid.
  - 5. Evidence of damage to another Contractor.
  - 6. Liquidated damages due to failure to meet contract completion dates
- B. The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.
- C. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

**1.33 CHANGES-PAYMENT**

- A. The Owner may, upon proper action of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.
- B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:
  - 1. By an acceptable lump sum or unit price proposal by the Contractor.
  - 2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.
- C. No claim for an addition to the contract price will be valid unless authorized as aforesaid.
- D. In cases where a lump sum proposal is submitted by the Contractor in excess of Five Hundred Dollars (\$500.00) and the Owner considers the proposal so submitted is

## Exhibit 2

excessive or unreasonable for the changes or added work contemplated, the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves the right to make an award of such work to another Contractor, unless the Contractor on this Contract agrees to do the added work or changed work for the price named by the other Contractor.

- E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the Owner, or unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and Resident Engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

### 1.34 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it expedient to accept work damaged or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

### 1.35 FINAL ACCEPTANCE OF THE WORK

- A. The Contract shall be deemed as having been finally accepted by the Owner when owner accepts the work.

### 1.36 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Neither the final payment on this Contract by the Owner nor any provision in these Contract Documents shall relieve the Contractor or Surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law nor of the responsibility of remedying such faulty workmanship and materials.

### 1.37 OWNER'S RIGHT TO USE UNCOMPLETED WORK

- A. The Owner shall have the right to take possession of and use portions of the work prior to final acceptance without waiving rights against the Contractor or his Surety for defects in the work or failure to complete same in its entirety.

### 1.38 PAYMENTS

- A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.

### 1.39 DELAYS

- A. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time.
- B. In case any action in court is brought against the Owner or Engineer, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor, utility company or Owner of other facilities within the project area to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage

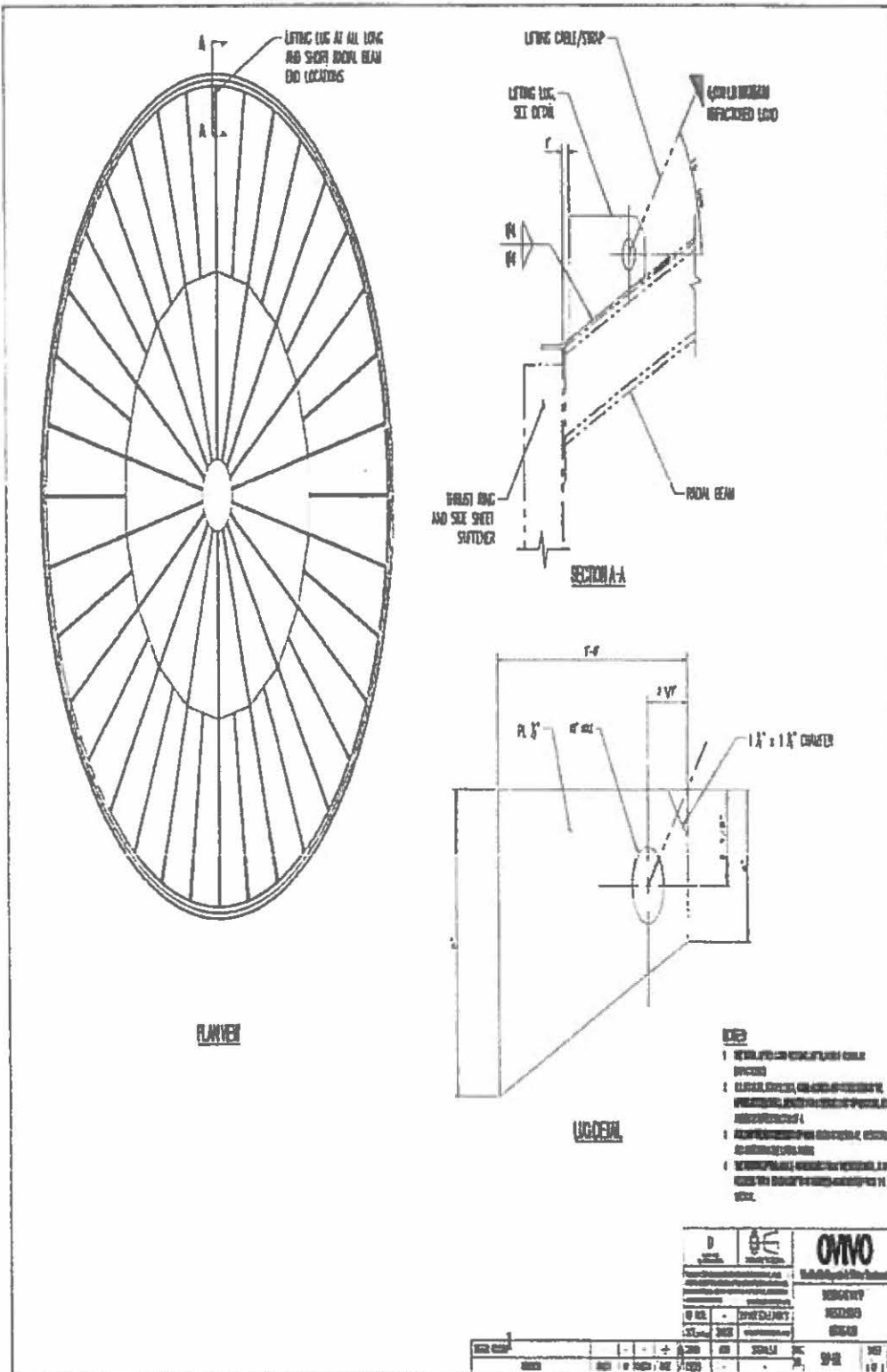
## Exhibit 2

caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify and save harmless the Owner and Engineer and their officers or agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

### 1.40 DETAILED PAINT SPECIFICATION

9. Blast all surfaces to SP-10 and utilize the proper surface profile per the coating manufacturer's requirements.
  - a. The cover and all associated support members, rollers and roller guides shall be blasted and coated.
  - b. Contain spent blast media and dust associated with sand blasting from leaving area. Tarp areas as needed to contain these wastes from being emitted.
  - c. Properly dispose of all sandblast wastes.
  - d. Clean area after completion of project.
  - e.
10. First Coat: Tnemec Series 1 primer to 3 – 5 mils DFT or equivalent.
11. Second Coat: Tnemec Series N69 to 3 – 6 mils DFT or equivalent.
12. Third Coat: Tnemec Series N69 to 3 – 6 mils DFT or equivalent.
13. Fourth Coat for exterior surfaces only: Tnemec Series 73 Topcoat 2 – 4 mils DFT or equivalent for UV protection.
14. Touch-up coating will include confined space entry after the cover has been re-installed.
  - a. Interior areas will need to be accessed using scaffolds/ladders to touch up areas on the skirt where ballast blocks are re-installed and where lifting devices were used to install ballast blocks as well as any other area where the coating was compromised.
15. Provide a coverage report documenting the dry film thickness (DFT) of each coat. A minimum of 30 DFT readings per quadrant of the cover will be required for each coat.  
\*All coatings shall be applied per manufacturers recommended application guidelines.

Exhibit 3





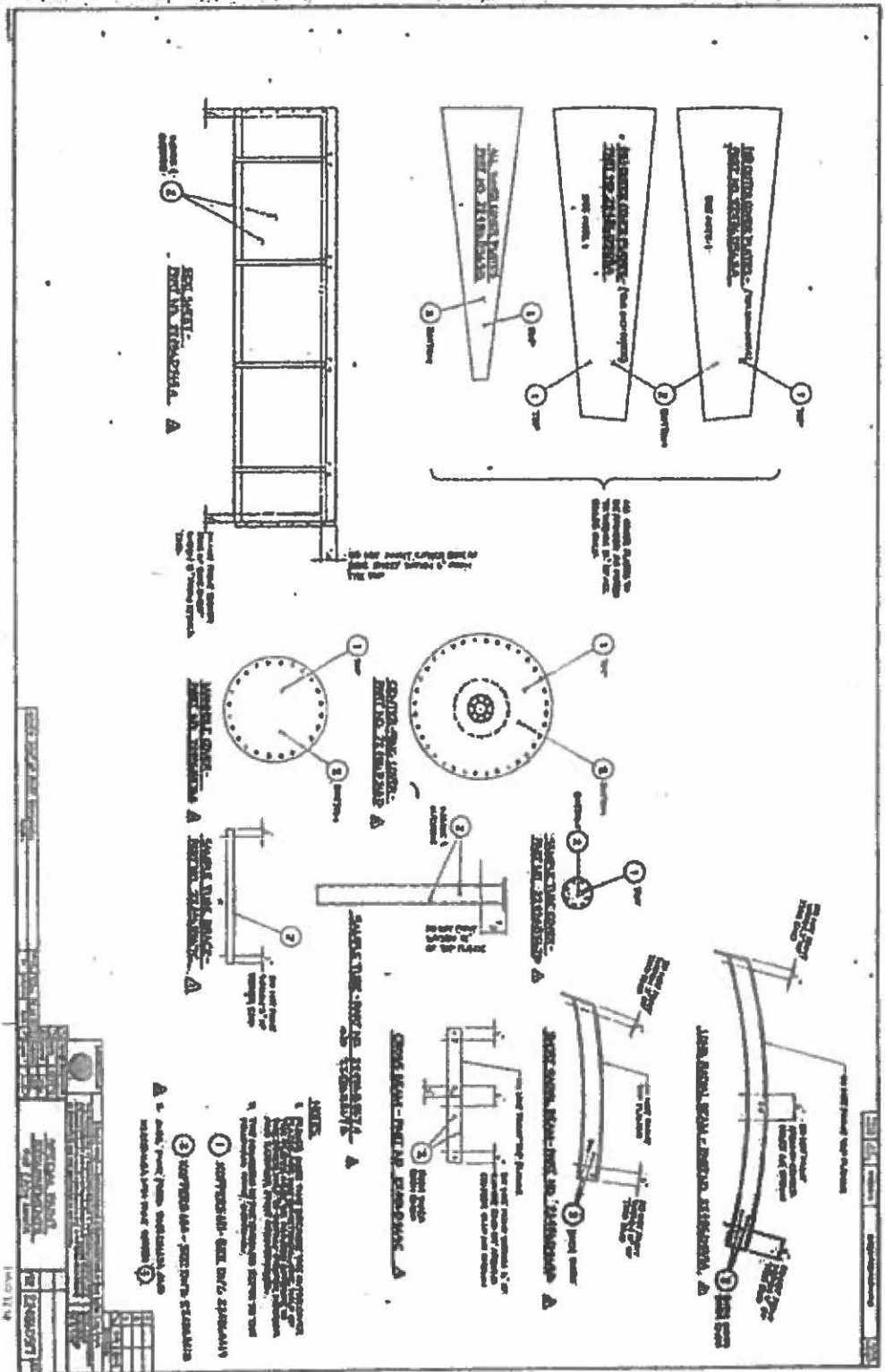


Exhibit 3

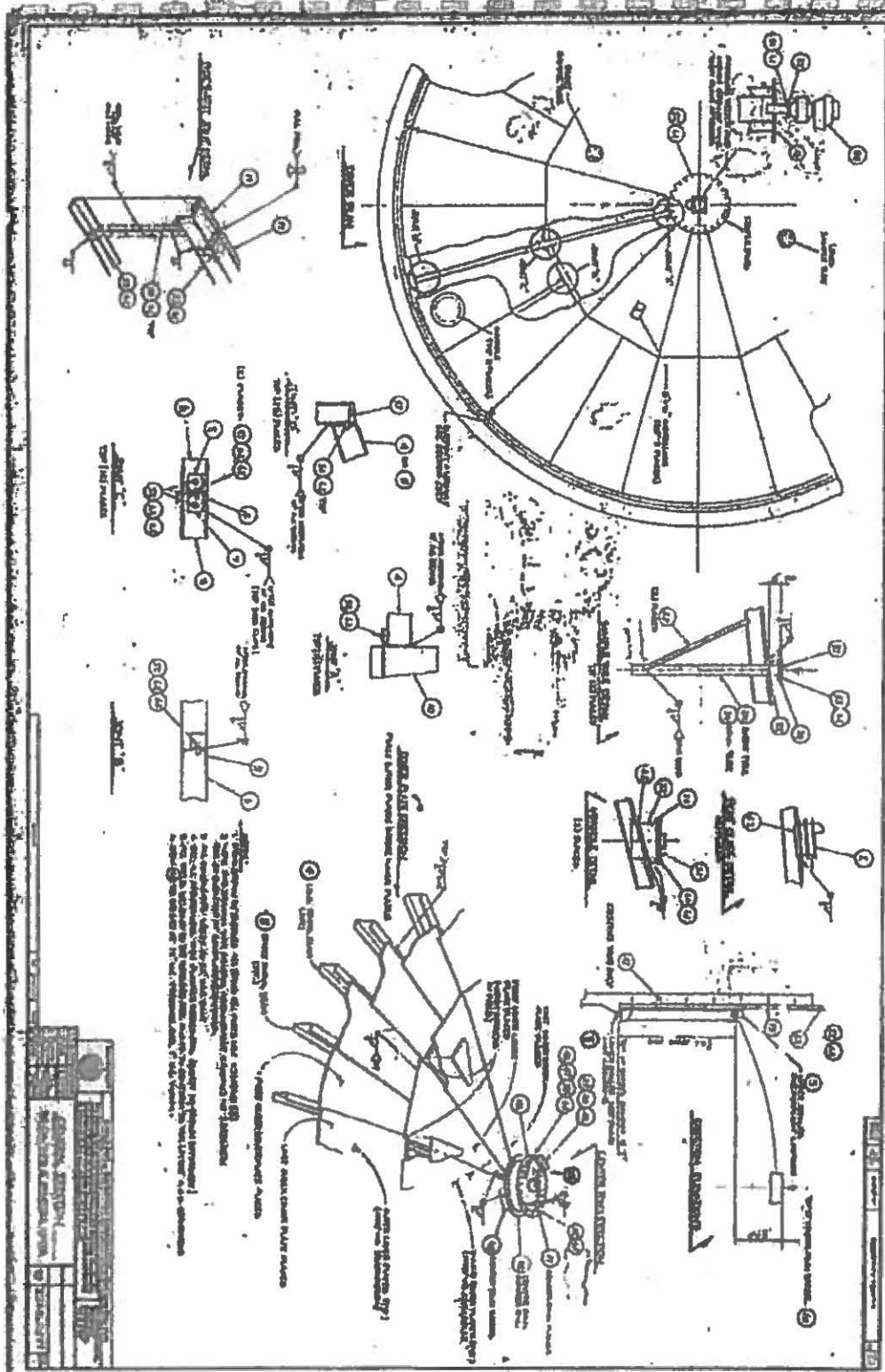


Exhibit 3

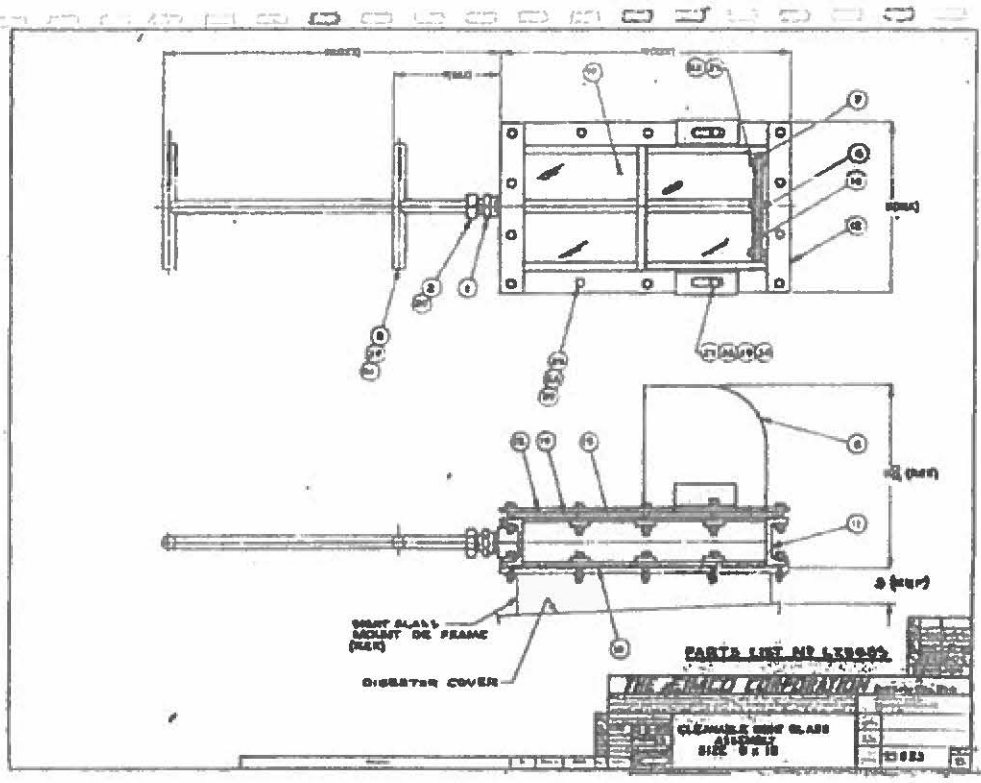
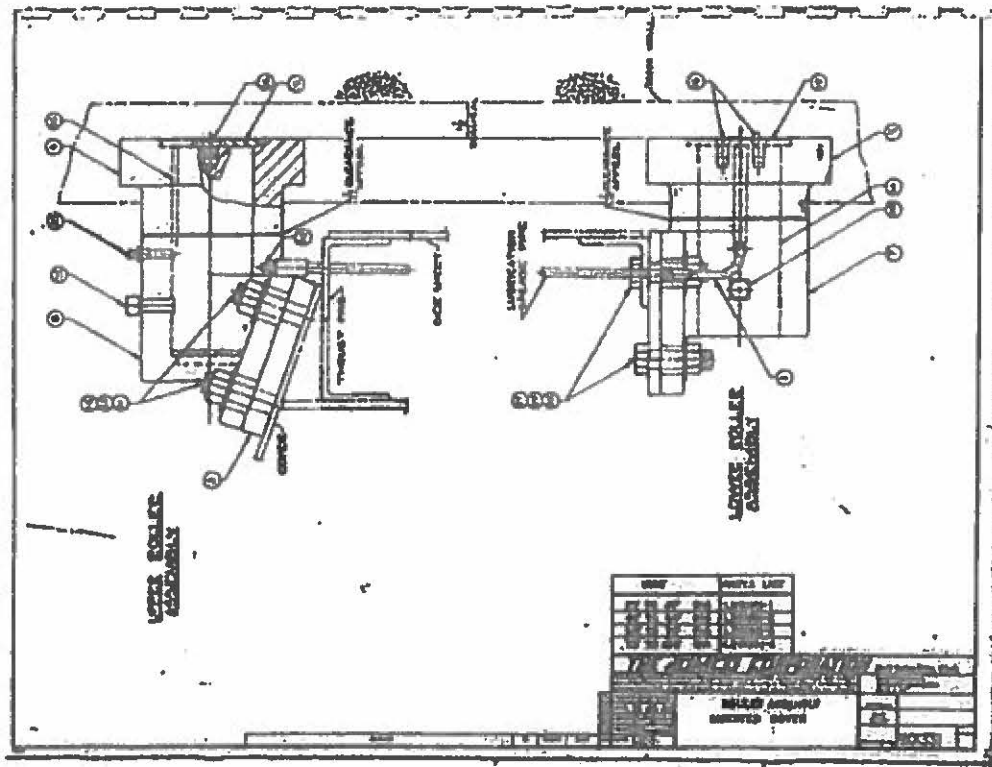


Exhibit 3



<p>NEW YORK CHICAGO PITTSBURGH</p>		<p><b>PROCESS ENGINEERS, INC.</b> SUBSIDIARY OF THE TINGCO CORPORATION SAN MATEO, CALIFORNIA ENGINEERING DEPARTMENT</p>		<p>SALT LAKE BRANSON DALLAS</p>	
DATE	1-4-51	SUBJECT	DIGESTER COVER	DESIGN NO.	
SCALE	N.P.E.	DESIGNER	ALL	DATE MADE	
ORDER	K.M.C.		GREASE PIPE	REV.	
LABOR	7			80781	

**GREASE PIPE**  
PARTS LIST - L80781

REVISION		
	A 75	4-4
	XDR	DR

Exhibit 3



**FORM 100-100**

**1. NAME**

2. ADDRESS

3. OCCUPATION

4. DATE OF BIRTH

5. SEX

6. RACE

7. HEIGHT

8. WEIGHT

9. HAIR

10. EYES

11. BUILD

12. COMPLEXION

13. MARKS

14. SPECIAL FEATURES

15. EDUCATION

16. MARITAL STATUS

17. RELIGION

18. POLITICAL AFFILIATION

19. SOCIAL SECURITY NUMBER

20. FINGERPRINTS

21. SIGNATURE

22. DATE

23. OFFICE

24. AGENT

25. DIVISION

26. CITY

27. STATE

28. ZIP

29. TELEPHONE

30. FAX

31. E-MAIL

32. COMMENTS

33. APPROVAL

34. SIGNATURE

35. DATE

36. OFFICE

37. AGENT

38. DIVISION

39. CITY

40. STATE

41. ZIP

42. TELEPHONE

43. FAX

44. E-MAIL

45. COMMENTS

46. APPROVAL

47. SIGNATURE

48. DATE

49. OFFICE

50. AGENT

51. DIVISION

52. CITY

53. STATE

54. ZIP

55. TELEPHONE

56. FAX

57. E-MAIL

58. COMMENTS

59. APPROVAL

60. SIGNATURE

61. DATE

62. OFFICE

63. AGENT

64. DIVISION

65. CITY

66. STATE

67. ZIP

68. TELEPHONE

69. FAX

70. E-MAIL

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Exhibit 3

	DATE	BY	REVISION	DESCRIPTION	SHEET														
<p><b>COVER APPURTANCES FOR EACH COVER AS INDICATED BY BUBBLES ON DRAWING 27466501</b></p> <ul style="list-style-type: none"> <li>① 30" OUTSIDE DIA MANHOLES WITH BOLTED COVER AND NEOPRENE GASKET (2 PROVIDED)</li> <li>② 8" DIA SCH 20 SAMPLE TUBES WITH BOLTED COVER AND NEOPRENE GASKET (2 PROVIDED)</li> <li>③ 4" DIA SCH 40 NOZZLE WITH 6" HUBEC PG 2000-61 PRESSURE-RELIEF-VACUUM-BREAKER-VALVE WITH FLANGE AND PLESTER AND NEOPRENE GASKET (1 PROVIDED)</li> <li>④ 6" W/ 6" G-TIGHT CLEANABLE SIGHT GLASSES WITH CLEANING ROD WAFER (2 PROVIDED)</li> <li>⑤ 42" ID LID CENTER PILE WITH BOLTED AND GASKETED COVER / FLOTATION SKIMMER AVAILABLE.</li> </ul>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>THE GEORGE W. BRIDGES JR. CO.</b></td> </tr> <tr> <td colspan="2" style="text-align: center;">CORPORATE OFFICE</td> </tr> <tr> <td colspan="2" style="text-align: center;">1000 WEST 10TH AVENUE, SUITE 1000</td> </tr> <tr> <td colspan="2" style="text-align: center;">DENVER, COLORADO 80202</td> </tr> <tr> <td colspan="2" style="text-align: center;">TELEPHONE (303) 733-1000</td> </tr> <tr> <td colspan="2" style="text-align: center;">FAX (303) 733-1001</td> </tr> <tr> <td colspan="2" style="text-align: center;">WWW.GWB.COM</td> </tr> </table>						<b>THE GEORGE W. BRIDGES JR. CO.</b>		CORPORATE OFFICE		1000 WEST 10TH AVENUE, SUITE 1000		DENVER, COLORADO 80202		TELEPHONE (303) 733-1000		FAX (303) 733-1001		WWW.GWB.COM	
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	<b>FAX (A/C, No):</b> 1-888-467-2378
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> August Winter & Sons, Inc. P O Box 1896 Appleton, WI 549121896	<b>INSURER A:</b> Phoenix Insurance Company	<b>NAIC #</b> 25623
	<b>INSURER B:</b> Travelers Indemnity Company	25658
	<b>INSURER C:</b> Travelers Indemnity Company of CT	25682
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: W16712040

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab.</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			DT-CO-9K511354-PHX-19	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-6N60491A-19-26	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-5J80755A-19-26	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	UB-8L35972A-19-26-V	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	<b>Workers Compensation and Employers Liability</b> WC - Per Statute			UB-0L000336-19-26-G	10/01/2019	10/01/2020	E.L. Each Accident \$100,000 E.L. Disease-EA Empl \$100,000 E.L. Disease-Pol Lmt \$500,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella/Excess Follows Form.

AWS Job #: 83020; Originally Issued: 6-2020; Project Description: Digester #6 Cover Rehabilitation

City of Sheboygan is included as an Additional Insured as respects to General Liability, Auto Liability, and Umbrella Liability for acts caused by AWS in the performance of their work to which the written contract requiring insurance

**CERTIFICATE HOLDER****CANCELLATION**

City of Sheboygan 828 Center Avenue Sheboygan, WI 53083	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis Towers Watson Midwest, Inc.		<b>NAMED INSURED</b> August Winter & Sons, Inc. P O Box 1896 Appleton, WI 549121896	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

applies.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

**CANCELLATION:** Number of Days Notice of Cancellation: 30  
**NONRENEWAL:** Number of Days Notice of Nonrenewal: 30

**PERSON OR ORGANIZATION:** ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATIONS OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

**ADDRESS:** THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

### **PROVISIONS:**

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:** Number of Days Notice of Cancellation: 30

**NONRENEWAL:** Number of Days Notice of Nonrenewal:

### **PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATIONS OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

### **ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

### **PROVISIONS:**

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b)** If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c)** The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d)** The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

- 5.** The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:** Number of Days Notice of Cancellation: 30

**NONRENEWAL:** Number of Days Notice of Nonrenewal:

#### **PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATIONS OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

#### **ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

#### **PROVISIONS:**

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 11 ( A)

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

- 1. Name: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATIONS OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

Address: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

- 2. Number of Days Written Notice: 30 Additional Days

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured Insurance Company Policy No. Countersigned by Endorsement No. Premium \$

POLICY NUMBER: UB-0L000336-19-26-G

**NOTICE OF CANCELLATION  
 TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to PART SIX – CONDITIONS :

**Notice Of Cancellation To Designated Persons Or Organizations**

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

**SCHEDULE**

<b>Name and Address of Designated Persons or Organizations:</b>	<b>Number of Days Notice</b>
<b>ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:</b>	<b>30</b>

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS: "THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
 Insured

Policy No.

Endorsement No.  
 Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

ST ASSIGN:

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. June 1, 2020.

Your Committee to whom was referred Res. No. 28-20-21 by Alderpersons Wolf and Sorenson authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

III

Res. No. 20 - 20 - 21. By Alderpersons Wolf and Sorenson. May 18, 2020.

A RESOLUTION authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin.

WHEREAS, the City of Sheboygan has determined a need to improve vehicular transportation facilities at the intersection of Union Ave and South Taylor Drive in the City of Sheboygan; and

WHEREAS, the City has developed a transportation design in the affected area which will require city infrastructure to control traffic in the area and, in so doing, determined the need to acquire additional right-of-way from a parcel in the City of Sheboygan; and

WHEREAS, the map attached and incorporated as Exhibit A shows the location of the right-of-way and the land and interests required in order to complete the required transportation design; and

WHEREAS, the map attached and incorporated as Exhibit A also includes the legal description of the right-of-way depicted in that Exhibit.

NOW, THEREFORE, BE IT RESOLVED: That this Resolution is a Relocation Order, in accordance with Wis. Stat. § 32.05(1), relating to the acquisition of right-of way for public transportation purposes.

BE IT FURTHER RESOLVED: That it is necessary, in accordance with Wis. Stat. § 32.07(2), for the City of Sheboygan to acquire fee title to the real estate depicted and described on Exhibit A.

BE IT FURTHER RESOLVED: That the City of Sheboygan will acquire, by condemnation, in accordance with Wis. Stat. chapter 32, if necessary, such interest in said real estate from the record owners as identified on Exhibit A and from any and all other persons or entities who may have an interest in said real estate.

adopt.

BE IT FURTHER RESOLVED: That all City officials, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.



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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

# EXHIBIT

CLIENT  
Mortenson

SITE ADDRESS  
3114 Union Ave. City of Sheboygan, Sheboygan County, Wisconsin.

LEGAL DESCRIPTION

Right of way Conveyance for 3114 Union Avenue  
Bearing reference per Document No. 1843935 as recorded in Sheboygan County Register of Deeds.

A part of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of said Southeast 1/4 section; thence North 01°10'24" West along the West line of said Quarter Section and East line of S. Taylor Drive 33.00 feet to the point of beginning of the lands described hereinafter; thence North 01°10'24" West along said West line 26.52 feet to a point; thence S86°23'16"E 115.63 feet to a point; thence N87°54'05"E 152.78 feet to a point on the West line of Georgia Avenue; thence South along said West line 15.00 feet to a point on the North line of Union Avenue; thence S87°53'56"W along said North line 267.72 feet to the point of beginning.

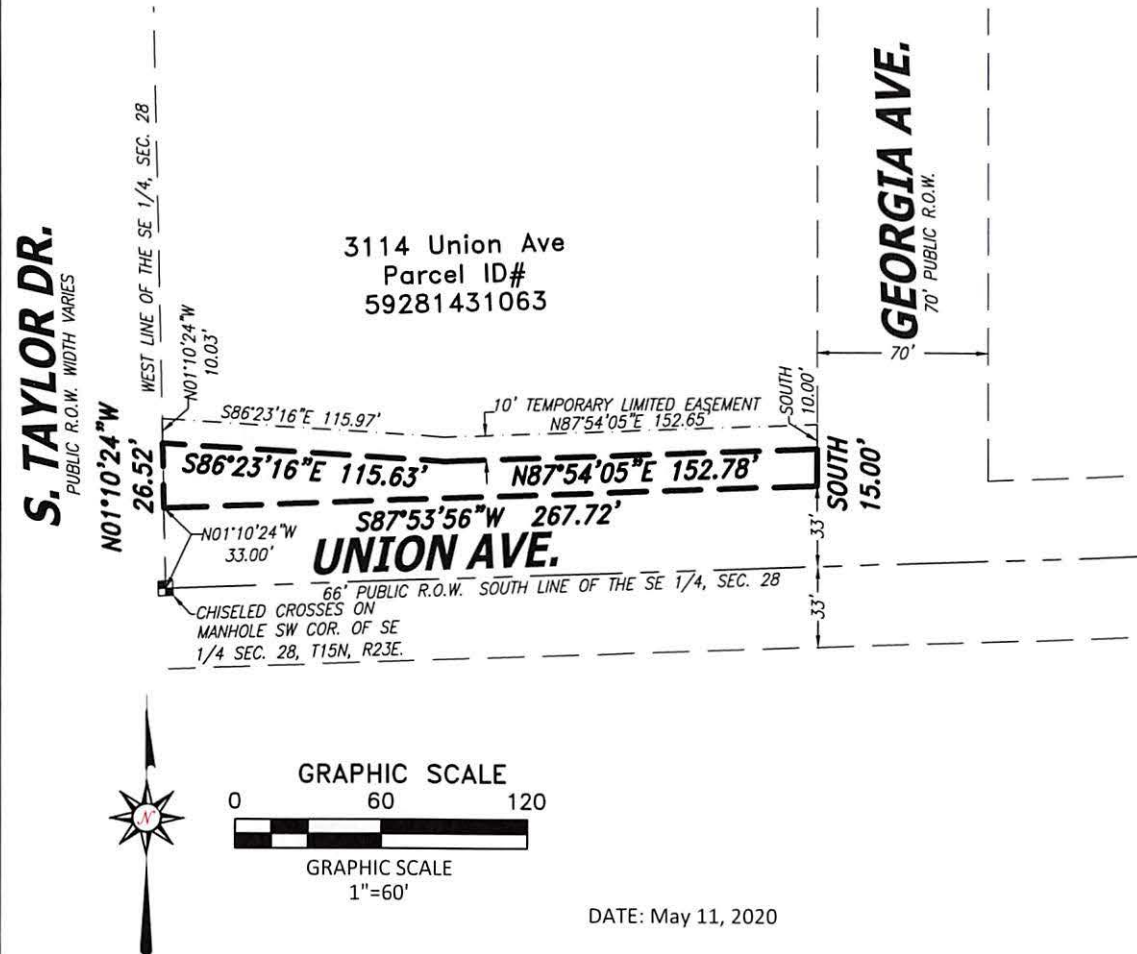
Said land contains 4681 square feet or 0.1075 acres.

TEMPORARY LIMITED EASEMENT:

A part of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 15, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of said Southeast 1/4 section; thence North 01°10'24" West along the West line of said Quarter Section and East line of S. Taylor Drive 59.52 feet to the point of beginning of the lands described hereinafter; thence North 01°10'24" West along said West line 10.03 feet to a point; thence South 86°23'16" East 115.97 feet to a point; thence North 87°54'05" East 152.65 feet to a point on the West line of Georgia Avenue; thence South along said West line 10.00 feet to a point; thence South 87°54'05" West 152.78 feet to a point; thence North 86°23'16" West 115.63 feet to the point of beginning.

Said land contains 2,684 square feet or 0.0616 acres.



**CHAPUT**  
LAND SURVEYS

234 W. Florida Street  
Milwaukee, WI 53204  
414-224-8068  
www.chaputlandsurveys.com

Date	Revision description

This document is an instrument of professional service, and may be protected by the surveyors work product doctrine or surveyor / client privilege. The information shown hereon is intended solely for the use of the client and client directed third parties.  
Drawing No. 2568-far

II

R. O. No. \_\_\_\_\_ - 20 - 21. By DIRECTOR OF PLANNING AND DEVELOPMENT.  
June 1, 2020.

Submitting, for information, a progress report of the allocation of the CDBG-CV funds as provided by the U.S. Department of Housing and Urban Development.

The City of Sheboygan received an additional Community Development Block Grant - COVID (CDBG-CV) allocation of the \$539,956 as a result of the CARES Act. The Common Council previously approved allocating up to \$420,000 to a Small Business Emergency Assistance Fund, \$38,963 to public service entities affected by COVID, and \$80,993 for administration and planning purposes. The purpose of this R.O. is to provide the Common Council with a progress report as to how the funds have been spent to date.

SMALL BUSINESS EMERGENCY ASSISTANCE FUND: The following six-month forgivable loans to microenterprise businesses (five or fewer employees) have been funded to date:

- Board and Brush \$ 6,000
- One Girl and a Broom \$15,000
- Markevitch's Braveheart Pub, LLC \$13,368
- Pinky's, LLC \$13,000
- Arnst Zipper Studio \$ 8,000
- VibeTech \$15,000
- Esell, LLC \$12,000
- Studio 7 Salon \$15,000
- TanFastique Tanning \$15,000

The total of the above loans is \$112,368. The remaining balance to allocate is \$307,632. Five additional loans are in the review process with more coming in daily. City Development staff also recently completed a mailer to 1,500 microenterprise businesses in the City announcing the program.

PUBLIC SERVICE: CDBG-CV funds specially require the funds to be used for additional costs to prevent, prepare for, and respond to coronavirus. City Development staff contacted a number of public service agencies that have received funding in the past and worked with ones that have not received any other CARES Act funding to allocate the \$38,963 in public service dollars and they include:

- Habitat for Humanity \$ 4,500 Foreclosure Prevention
- Meals on Wheels of Sheboygan County \$11,500 Shut-in Meal Service
- Sheboygan County Food Bank \$11,500 Food Purchases
- Family Service Association \$11,463 Budget Counseling

\_\_\_\_\_  
Director of Planning and Development

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. June 1, 2020.

Submitting a claim from Garrett Klemme for alleged damages to his basement (2212 New Jersey Avenue) when raw sewage came up through the floor drains.

FHP

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CITY CLERK

DATE RECEIVED 5/20/20

RECEIVED BY MJC

CLAIM NO. 2-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 20 '20 PM 1:43

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

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

- 1. Name of Claimant: Garrett J Klemme
- 2. Home address of Claimant: 2212 New Jersey Avenue
- 3. Home phone number: 920-912-2425
- 4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 5/17/20

6. Where did damage or injury occur? (give full description) Raw sewage came up through floor drains causing damage and a health hazard for my family.

Swamp pump is less than a year old, but couldn't keep up w/ amount of sewage

7. How did damage or injury occur? (give full description) The city sewer main backed up into my basement and flooded 7" of raw sewage/water into my basement.

*flowing into basement.*

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

- (a) Name of such officer or employee, if known: \_\_\_\_\_
- (b) Claimant's statement of the basis of such liability: \_\_\_\_\_

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

- (a) Public property alleged to be dangerous: \_\_\_\_\_
- (b) Claimant's statement of basis for such liability: \_\_\_\_\_



20. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

water heater is damaged beyond repair, full clean from Badger Restoration, damage to personal belongings. NO INJURIES

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto:	\$ _____
Property:	\$ <u>8,000.00</u>
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
<b>TOTAL</b>	<b>\$ <u>8,000.00</u></b>

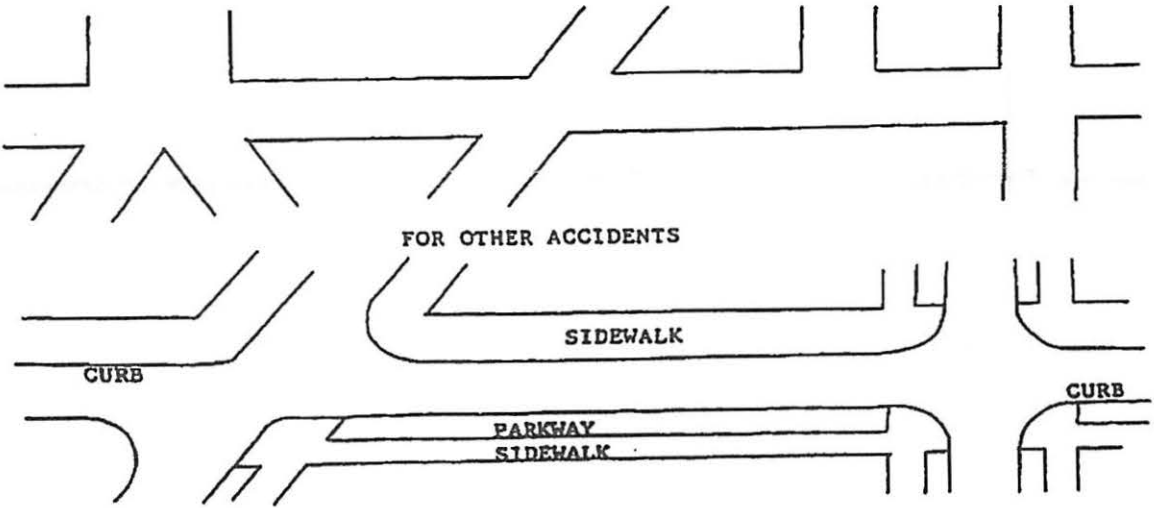
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT [Signature] DATE 5/20/20

DATE RECEIVED 5/20/20

RECEIVED BY MFC

CLAIM NO. 2-20

CLAIM

Claimant's Name:	<u>Garrett J Klemme</u>	Auto	\$ <u>                    </u>
Claimant's Address:	<u>2212 New Jersey Avenue</u>	Property	\$ <u>8,000.00</u>
	<u>Sheboygan, WI 53081</u>	Personal Injury	\$ <u>                    </u>
Claimant's Phone No.	<u>920-912-2425</u>	Other (Specify below)	\$ <u>                    </u>
			<b>TOTAL</b> \$ <u>8,000.00</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 8,000.00.

SIGNED [Signature]

DATE: 5/20/20

ADDRESS: 2212 New Jersey Avenue  
Sheboygan, WI 53081

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

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Wolf and Donohue. June 1, 2020.

A RESOLUTION repealing Res. No. 137-19-20 relating to a Relocation Order in the City of Sheboygan.

RESOLVED: That the Common Council hereby repeals Res. No. 137-19-20 adopted January 6, 2020 (a copy of which is attached hereto), as the Relocation Order is no longer needed.

*Suspend*  
*Adopt*

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

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

OFFICE OF THE CITY CLERK  
Sheboygan, Wisconsin  
City Hall

I hereby certify that this is a true copy  
of a document from the Common Council  
proceedings of the City of Sheboygan.

  
City Clerk

~~111~~  
Res. No. 137 - 19 - 20. By Alderpersons Wolf and Sorenson.  
December 16, 2019.

A RESOLUTION authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin.

WHEREAS, the City of Sheboygan has determined a need to improve vehicular transportation facilities along Union Avenue from 500 feet east of Georgia Avenue to 1500 feet west of Taylor Drive in the City of Sheboygan; and

WHEREAS, the City has developed a transportation design in the affected area, including approaches to driveways that will likely be heavily traversed and require city infrastructure to control traffic in the area and, in so doing, determined the need to acquire additional right-of-way from a parcel located immediately adjacent to the City of Sheboygan within the Town of Sheboygan; and

WHEREAS, the map attached and incorporated as Exhibit A shows the location of right-of-way and the land and interests required in order to complete the required transportation design; and

WHEREAS, the document attached and incorporated as Exhibit B includes the legal description of the right-of-way depicted on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED:



1. That this Resolution is a Relocation Order, in accordance with Wis. Stats. § 32.05(1), relating to the acquisition of right-of way for public transportation purposes.

2. That it is necessary, in accordance with Wis. Stats. § 32.07(2), for the City of Sheboygan to acquire fee title to the real estate depicted on Exhibit A and described on Exhibit B.


3. That the City of Sheboygan will acquire, by condemnation, in accordance with Chapter 32, Wisconsin Statutes, if necessary, such interest in the said real estate from the record owners as identified on Exhibit A and from any and all other persons or entities who may have an interest in said real estate.


Public Works  
12/16/19

4. That all City officials, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

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

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 10<sup>th</sup> day of January, 2020.

Dated January 7, 2020. , City Clerk

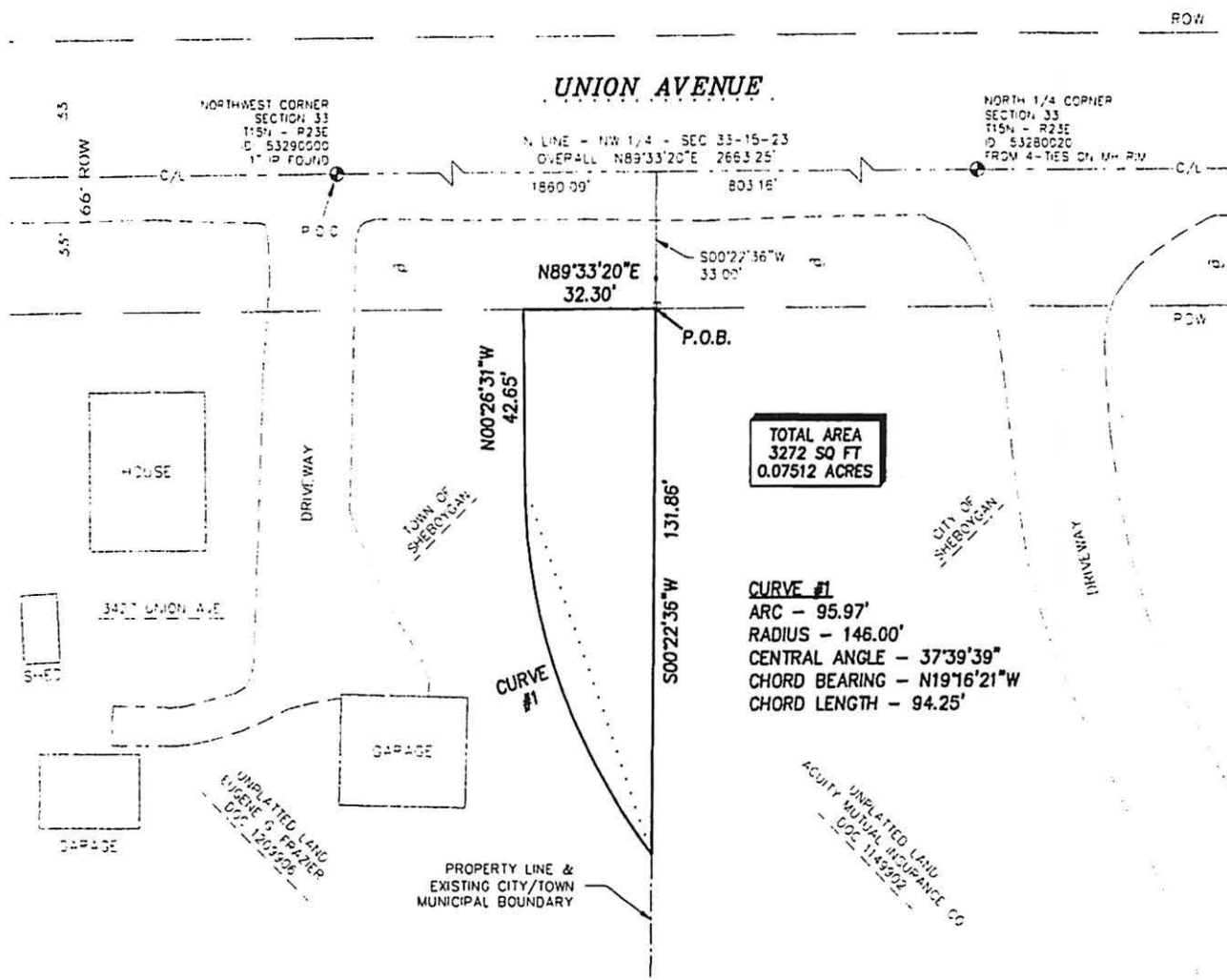
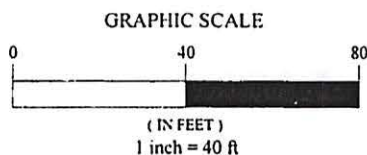
Approved January 7, 2020. , Mayor

Published January 11, 2020.  
Certified January 7, 2019 to - DPW; Eng.; Planning; Assessor; County Clerk

# EXHIBIT A - MAP

UNPLATTED LAND LOCATED IN THE  
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF  
SECTION 33, TOWN 15 NORTH - RANGE 23 EAST,  
TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

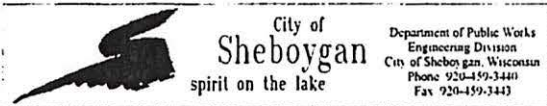
BEARINGS ARE REFERENCED TO  
THE NORTH LINE OF THE  
NORTHWEST 1/4 OF SECTION 33-15-23  
RECORDED AS N89°33'20"E (SHEBOYGAN  
COUNTY COORDINATES - NAD83 (1991))



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED 11/05/19

MAP CREATED FOR:  
DAVID BIEBEL, DIRECTOR  
CITY OF SHEBOYGAN  
DEPARTMENT OF PUBLIC WORKS  
2026 NEW JERSEY AVENUE  
SHEBOYGAN, WI 53081

PARENT PARCEL ID:  
PART OF 59024353310



SHEET 1 OF 2 SHEETS

## ***EXHIBIT B - LEGAL DESCRIPTION***

UNPLATTED LAND LOCATED IN THE  
NORTHEAST 1/4 OF THE NORTHWEST 1/4  
SECTION 33, TOWN 15 NORTH - RANGE 23 EAST,  
TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

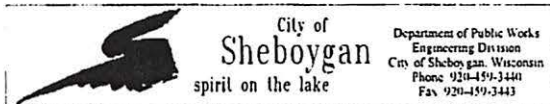
Unplatted land located in the Northeast 1/4 of the Northwest 1/4 of Section 33, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of said Section 33, thence North 89°33'20" East along the North line of said Northwest 1/4, a distance of 1860.09 feet to the Northeast corner of lands described in a quit claim deed recorded in Volume 1153 of Records on Page 455 as document 1209906 in the Sheboygan County Register of Deeds Office;  
thence South 00°22'36" West along the East line of lands described in said document 1209906, a distance of 33.00 feet to the South right of way line of Union Avenue and the Point of Beginning;  
thence continuing South 00°22'36" West along said East line, a distance of 131.86 feet;  
thence Northwesterly 95.97 feet along the arc of a curve to the right having a radius of 146.00 feet and a chord which bears North 19°16'21" West, a distance of 94.25 feet, to a Point of Tangency;  
thence North 00°26'31" West a distance of 42.65 feet to said South right of way line;  
thence North 89°33'20" East along said South right of way line, a distance of 32.30 feet to said East line and the Point of Beginning for this description.

The above described lands contain 0.07512 acres (3,272 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS      DATE: 11/05/19



SHEET 2 OF 2 SHEETS

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Wolf and Donohue.  
June 1, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the First Amendment of Development Agreement between Oscar Apartments LLC and the City of Sheboygan with regard to the development adjacent to South 15th Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the First Amendment of Development Agreement between Oscar Apartments LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

FAP

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

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

**FIRST AMENDMENT OF  
DEVELOPMENT AGREEMENT  
BETWEEN  
OSCAR APARTMENTS LLC  
AND THE CITY OF SHEBOYGAN**

**THIS FIRST AMENDMENT OF DEVELOPMENT AGREEMENT** (the “First Amendment”), made this \_\_\_\_ day of \_\_\_\_\_, 2020, is by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter “City”), and Oscar Apartments LLC, a Missouri limited liability company with its principal offices located at 8451 Maryland Avenue, St. Louis, MO 63105 (hereinafter “Developer”). To the extent that the terms and conditions of this First Amendment conflict with or contradict the terms and conditions of the Development Agreement, the terms of this First Amendment shall supersede and control.

**RECITALS**

WHEREAS, Developer and the City have entered into a Development Agreement dated as of January 2, 2020, hereinafter referred to as “the Development Agreement.”

WHEREAS, in light of updated modifications to Developer’s development program, changes to Developer’s financing structure during construction, analysis provided to Developer by Ehlers & Associates relative to TID revenue forecasts, and unanticipated difficulties negotiating a transfer of property from the Union Pacific Railroad for trail purposes, Developer and City desire to further modify and amend the Redevelopment Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements and good and valuable consideration, the delivery and receipt of which is hereby acknowledged by and between Developer and City, the parties do hereby agree to amend the Development Agreement as follows:

1. Recitals.

The second recital is hereby amended to read as follows:

“The Developer proposes to build a 240-unit multi-family development targeted at providing rental housing units to the City.”

2. Article I.

a. The definition of “Development” is hereby amended to read as follows:

“*Development*” means the overall construction of an approximately 305,000 square foot multi-family apartment complex consisting of three

residential buildings with between 230 and 250 units and appurtenant buildings adjacent to S. 15<sup>th</sup> Street.

b. The definition of “Project” is hereby amended to read as follows:

“*Project*” means the development proposed by Developer herein for construction of a new multi-family apartment complex consisting of four buildings and 240 units, located on the property described on Exhibit “A” (the “Property”).

3. Article II.

Section 2.1 is hereby amended to read as follows:

2.1 Project Overview. The Project consists of the construction of new multi-family buildings of approximately 305,000 square foot at a total estimated cost of \$45,000,000 with associated parking located on the property described on Exhibit “A” and pursuant to the plans in Exhibit “B.” Construction is to commence in approximately August 2020 and completed for opening by December 1, 2021. Cost for this construction is estimated to be \$45,000,000.

4. Article III.

Section 3.1 is hereby amended to read as follows:

3.1 Construction Schedule. Unless the parties agree in writing to a change, the construction schedule for the Project will be carried out as follows:

Site Plan Approval:	completed
Creation of TID:	completed
Issuance of the Building Permits:	July 1, 2020
Start Construction:	August 1, 2020
Substantial Completion:	December 1, 2021

Section 3.2 is hereby amended to read as follows:

3.2 Default. Failure to substantially complete construction of the Project by March 30, 2022 is an event of default pursuant to Section 10.1(A) of this Agreement.

5. Article VI.

a. Section 6.1 is hereby amended to read as follows:

6.1 Development Incentives. Upon completion, the Property shall be assessed, assuming net operating income at a 6.75% capitalization rate. After the

assessed real estate property value of the project has exceeded a minimum of \$29,000,000 in incremental value, the City agrees to provide to the Developer each year for a maximum period of sixteen (16) years an annual incentive payment, in a total principal sum not to exceed \$7,250,000 as an inducement to Developer for the development of the Project. The annual incentive payments shall be calculated and provided to the Developer as follows:

Each year for a maximum period of sixteen (16) years, commencing in 2023 and ending in 2038, the City will pay to the Developer a development performance incentive payment in an amount equal to 65% of the Tax Increment Revenue received by the City with respect to the Property in that year, minus a fee for the City's administrative costs in the amount of the greater of either (i) \$5,000 or (ii) 1.5% the developer performance incentive payment. Said payment is conditioned upon either (i) the Tax Incremental Value of the Project being in excess of \$29,000,000 in respect to the real property upon which the Project is situated in that year, or (ii) the Developer having made payment of any and all tax increment deficiencies as defined in Section 5.5 herein. Provided sufficient Tax Revenue is available, the anticipated minimum amount of development performance incentive payments to be made each year is contained in "Exhibit C," which is attached hereto and made a part of this First Amendment. However, any variance or disagreement about the amounts to be paid shall be determined solely based on the language of this Section; Exhibit C is intended simply as a description of the anticipated minimum payments.

The terminology "real Property upon which the Project is situated" is used in this Section to make it clear only real property and not personal property shall be included in determining the Tax Increment Revenue. The City shall make the payment due to the Developer, if any, under this Section 5.1 no later than September 30 of each year, commencing in 2023. Payment by the City of the annual incentive will only be made if the Developer has paid current year property taxes (real and personal) to the City in full. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes. The development incentives payable under this section are subject to adjustment as provided herein.

b. Section 6.3 is hereby amended to read as follows:

6.3 Off-Site Public Improvements. The City shall in good faith negotiate for the purchase of such real property owned by Union Pacific Railroad Company situated in the City of Sheboygan, Sheboygan County, State of Wisconsin, between Milepost 148.2 and Milepost 149.5 of Union Pacific's former Sheboygan Passenger Line, and abandonment of Union Pacific's common carrier

obligations with regard to such property. This negotiation shall be for the purpose of obtaining the necessary land to create and construct a recreational trail extending from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way. Said land purchase shall be in accordance with and subject to the National Trails System Act, 16 U.S.C. §1247(d), and the terms and conditions contained in a decision to be served by the Surface Transportation Board. Within six months after purchase of the property, abandonment of Union Pacific's obligations related to the property, and removal of all tracks, the City shall (i) at its sole cost and expense have prepared and paid for the cost of engineering and construction plans and specifications for an off-site recreational trail extending from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way and (ii) contract for and install, maintain, repair, and replace said recreational trail. The City shall ensure that construction of the trail shall commence no later than the later of five (5) years after substantial completion of the project or five (5) years after obtaining title to the Union Pacific property, and that the trail shall be installed, maintained, and repaired in a good and workmanlike manner in accordance with sound engineering practices and in compliance with the Zoning Code and all other applicable laws, ordinances, regulations and requirements.

6. Article VII.

Section 7.1(a) is hereby amended to read as follows:

(A) The new 305,000 square foot multi-family development shall be completed in phases with final completion on or before December 1, 2021.

7. Exhibit B. Exhibit B is hereby replaced with the document attached to this First Amendment as "New Exhibit B."

8. Exhibit C. Exhibit C is hereby made a part of the Agreement.

**SIGNATURE PAGE FOR FIRST AMENDMENT  
OF DEVELOPMENT AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment of Development Agreement as of the date first above written.

**CITY OF SHEBOYGAN, WISCONSIN**

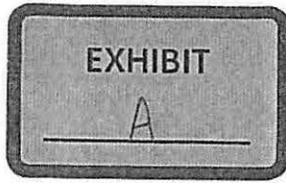
**BY:** \_\_\_\_\_  
Michael Vandersteen, Mayor

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

**OSCAR APARTMENTS LLC**

**BY:** \_\_\_\_\_  
Philip Hulse, Manager

This document authorized by and in accordance with Res. No. \_\_\_\_-20-21.



LEGAL DESCRIPTION

Part of the West One-half (1/2) of the Southeast One-quarter (1/4) of Section Twenty-seven (27), in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as: Commencing at the intersection of the South line of Block 300 of the Original Plat of the City of Sheboygan (which is also identified in a Plat of Survey dated May 8, 2006 as the North line of the Southeast . of Section 27) and the Easterly line of South 15th Street; thence South 88° 25' 00" West along the South line of said Original Plat 20.00 feet to the point of beginning; thence continuing South 88° 25' 00" West, 299.56 feet along the South line of said Block 300 extended and Block 301 (described in said May 8, 2006 Survey as South 88° 48' 05" West, 59.91 feet and then South 89° 08' 09" West, 227.88 feet) to a point which is 133.98 feet East of the Easterly line of South 16th Street; thence South 60 feet (described in said May 8, 2006 Survey as South 00° 11' 31" West 60.35 feet); thence West 131.85 feet parallel to the South line of said Block 301 (described in said May 8, 2006 Survey as South 89° 16' 10" West 131.90 feet) to a point in the Easterly line of South 16th Street; thence South 70 feet (described in said May 8, 2006 Survey as South 00° 11' 31" West 69.54 feet) along the Easterly line of said South 16th Street to the Northerly line of the vacated portion of said street; thence West 326 feet, more or less, parallel with the South line of said Block 301 (described in said May 8, 2006 Survey as South 88° 59' 20" West 325.11 feet) to the point in the East line of Grams Subdivision No. 1; thence South 429 feet along the East line of said Grams Subdivision No. 1 (described in said May 8, 2006 Survey as South 01° 03' 40" West 428.50 feet); thence East 35 feet (described in said May 8, 2006 Survey as South 88° 56' 20" East 35.00 feet); thence South 115 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 115.00 feet); thence West 35 feet (described in said May 8, 2006 Survey as North 88° 56' 20" West 35.00 feet) to the point in the East line of said Grams Subdivision No. 1; thence South along said East line 240 feet, more or less (described in said May 8, 2006 Survey as South 01° 03' 40" West 240.17 feet) to a point which is 270 feet North of the North line of Broadway Avenue; thence East 200 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 200.00

feet) parallel with the North line of Broadway Avenue; thence South 60 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 60.00 feet); thence East 80 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 80.00 feet) parallel with the North line of Broadway Avenue; thence South (described in said May 8, 2006 Survey as South 01° 04' 11" West) 189.23 feet to a point in the Northerly line of a parcel conveyed to the City of Sheboygan for the expansion of Broadway Avenue by Warranty Deed recorded as Document No. 1687705; thence North 85° 40' 26" East 63.59 feet along the Northerly line of Broadway Avenue; thence North 89° 29' 30" East 235.88 feet along said new Northerly line of Broadway Avenue to its intersection with the Westerly line of the main track right of way of the Chicago & Northwestern Railway; thence Northerly along said Westerly right of way line (described in said May 8, 2006 Survey as 779.45 feet along a curve to the left with a chord bearing North 19° 10' 30" East 776.97 feet and a radius of 2817.47 feet and thence North 11° 14' 58" East 384.98 feet) to a point 53.70 feet South of the South line of said Block 300 which point is the Southeast corner of Lot 1 of the Certified Survey Map recorded in Volume 9 of Certified Survey Maps, at Page 88, as Document No. 1199254; thence South 89° 53' 20" West 143.04 feet, of record, along the Southerly line of said Certified Survey Map (described in said May 8, 2006 Survey as North 89° 56' 41" West 143.17 feet) to the Southwest corner thereof; thence North (described in said May 8, 2006 Survey as North 00° 03' 33" West) 53.70 feet along the Westerly line of said Certified Survey Map to beginning, and including that portion of Vacated South 16th Street lying within said boundary description. Excepting therefrom those lands described in a Warranty Deed recorded on June 6, 2011, as Document No. 1925240.

Tax Key No. 59281513391

Address: 1436 South 15th Street, Sheboygan, WI 53082

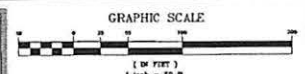
Tax Key No. 59281513500

Address: 1440 South 16th Street, Sheboygan, WI 53082

- GENERAL NOTES**
1. BRUSH ENCLOSURE DIMENSION AND DETAILS PER SECTION BY OTHERS.
  2. ON-SITE STORM WATER DRAINAGE REQUIREMENTS SHALL BE IN ACCORDANCE WITH CITY OF SHEBOYGAN STANDARDS.
  3. ALL PROPOSED UTILITIES SHALL BE CONSTRUCTED TO CITY OF SHEBOYGAN STANDARDS.
  4. ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE TO CITY OF SHEBOYGAN STANDARDS.
  5. PLANS SUBJECT TO CHANGE PENDING AGENCY REVIEW AND FINAL ENGINEERING.

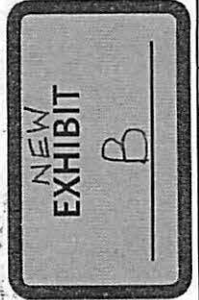
# SITE PLAN

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS- COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 AND THE E LINE OF S 15TH ST, TH S-88-DEG-25'-00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'-00"W 299.56' ALG SD S LJ  
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



**SHEET INDEX**

1.1	- SITE PLAN
1.1	- SITE PLAN DETAILS
2.0	- EROSION CONTROL PLAN
3.0-3.1	- GEOMETRIC PLAN & AETRAL



127 Charcoal Hill Business Parkway  
Sheboygan, WI 53081  
Phone: 920.833.1234  
www.stockandross.com

**STOCK & ROSS**  
CONSULTANTS  
Consulting Engineers, Inc.

SITE PLAN FOR  
**THE OSCAR**  
1436 SOUTH 15TH STREET  
CITY OF SHEBOYGAN  
WISCONSIN



03/06/20  
GEORGE M. STOCK  
CIVIL ENGINEER

**REVISIONS:**

NO.	DATE	DESCRIPTION
1	9/18/19	- CITY COMMENTS
2	10/24/19	- ANN SUBMITTAL
3	05/06/20	- REDSIGN

**SITE INFORMATION**

**APPLICANT:** GREEN STREET DEVELOPMENT GROUP, LLC  
**OWNER (CURRENT):** LOAR PROPERTIES SHEBOYGAN, LLC  
**ADDRESS:** 1436 SOUTH 15TH STREET SHEBOYGAN, WI 53081  
**LOT AREA:** 17,420 SQ FT (798.01 SF)  
**PARCEL ID:** 5921913391  
**FIRE DISTRICT:** SHEBOYGAN FIRE DEPARTMENT  
**SCHOOL DISTRICT:** SHEBOYGAN AREA S.U.  
**SEWER DISTRICT:** SHEBOYGAN WASTEWATER TREATMENT DISTRICT  
**UTILITY MAP:** SHEBOYGAN WATER UTILITY  
**ELECTRIC COMPANY:** ALLIANT ENERGY  
**GAS COMPANY:** WISCONSIN PUBLIC SERVICE (WPS)  
**WATER COMPANY:** SHEBOYGAN WATER UTILITY

**FLOOD NOTE:**

SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "A" (AREA WITH REVEALED FLOOD RISK DUE TO LENCE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR SHEBOYGAN COUNTY, WISCONSIN AND INCORPORATED AREAS. THE MAP IS 50071918U AS MAP NO. 201100118U WITH AN EFFECTIVE DATE OF APRIL 2, 2009.

**SITE BENCHMARK:**

33' BENCH MARK - 4571  
 33' BENCH MARK - 4570  
 33' BENCH MARK - 4569

**BASES OF BEARINGS:**

BEARINGS ARE REFERENCED TO THE SHEBOYGAN COUNTY COORDINATE SYSTEM WHICH IS NORTH OF THE SE 1/4 BEAR 480739'E.

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEY RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, POSITION, DEPTH, SIZE, TYPE, NUMBER OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES, EITHER BEFORE OR AFTER CONSTRUCTION. THE UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS. FINAL PROVISIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SHEBOYGAN COUNTY UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319.05M.

**PREPARED FOR:**

GREEN STREET DEVELOPMENT GROUP, LLC  
 8451 MARYLAND, ST. LOUIS, MO 63105  
 PHONE: (314) 456-9854

**OPENSOURCE CALCULATIONS**

TOTAL SITE AREA:	756.821 sf
LOT A:	647.533 sf
LOT B:	111.288 sf
TOTAL SITE AREA PROPOSED LOT A:	647.533 sf
BUILDING (PROPOSED & EXISTING):	84.826 sf
VEHICLE PARKING AND SOCMARK:	143.235 sf
PERMITS:	198.661 sf
IMPERVIOUS SURFACE RATIO:	[249.807 / 647.533] * 100% = 38.58%

**FAR CALCULATION**

FLOOR AREA - BUILDING A:	77.291 sf
FLOOR AREA - BUILDING B:	65.191 sf
F.A.R. = [(77.291) + (65.191) / 647.533] = 0.37	

**BUILDING HEIGHT**

BUILDING A:	49 FT-1 IN.
BUILDING B:	45 FT-5 IN.

**PARKING CALCULATIONS**

TOTAL UNITS: 24	BUILDING Y UNITS:
BUILDING A: 16	1 BEDROOM-10
BUILDING B: 8	2 BEDROOM-10
	3 BEDROOM-4
REQUIRED PARKING:	
UR-12:	2 SPACES PER DU FOR 2 OR MORE BEDROOMS
	1.5 SPACES PER DU FOR 1 BEDROOM
COMBINATION:	(17 X 1.5) + (1.5 X 7) = 34.25 SPACES
ROOM:	1 SPACE FOR EVERY 4 CORPUS PATRONS
	(24 X 1.5) = 36 SPACES
TOTAL SPACES REQUIRED:	34.25 SPACES
TOTAL SPACES PROVIDED:	36 SPACES

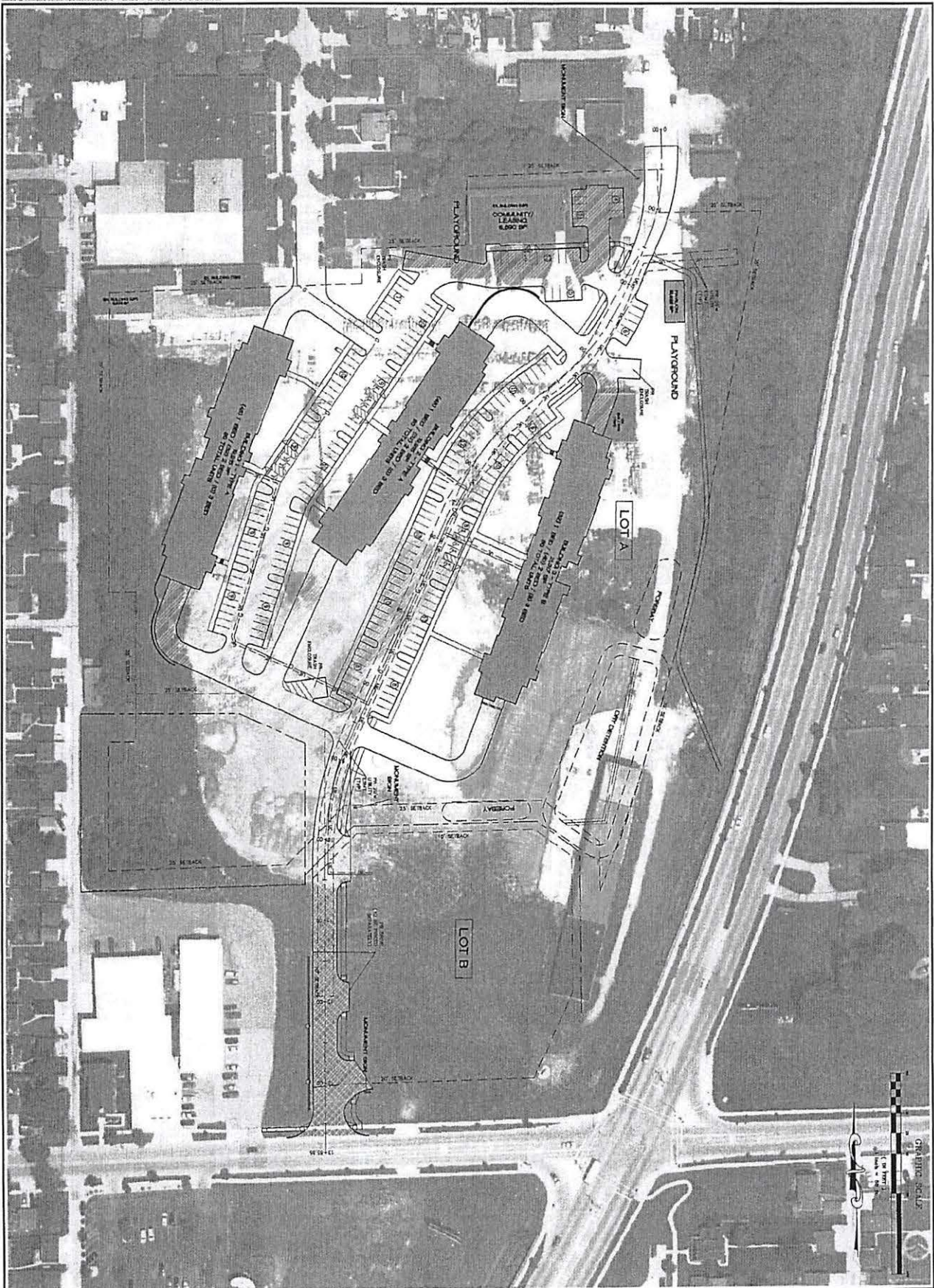
**SITE PLAN**

SHEET NO. 1.0









REVISIONS:

NO.	DATE	DESCRIPTION
1	1/24/18	REVISED
2	1/24/18	REVISED
3	1/24/18	REVISED
4	1/24/18	REVISED
5	1/24/18	REVISED
6	1/24/18	REVISED
7	1/24/18	REVISED
8	1/24/18	REVISED
9	1/24/18	REVISED
10	1/24/18	REVISED

DATE: 01/24/18  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: [Number]

SITE PLAN FOR:  
**THE OSCAR**  
 1436 SOUTH 15TH STREET  
 CITY OF SHEBOYGAN  
 WISCONSIN

**Stack & Associates**  
 Consulting Engineers, Inc.

287 Charterfield Business Parkway  
 St. Louis, MO 63103 PH: (636) 836-8100  
 FAX: (636) 836-8100  
 e-mail: jstack@stackandassociates.com  
 Web: www.stackandassociates.com

# City of Sheboygan

The Oscar Apartments - \$29M Value No Outparcel, City 35%

Tax Increment District # \_\_\_\_\_

## Tax Increment Projection Worksheet

Type of District  
 District Creation Date  
 Valuation Date  
 Max Life (Years)  
 Expenditure Period/Termination  
 Revenue Periods/Final Year  
 Extension Eligibility/Years  
 Recipient District

Rehabilitation	
January 1, 2019	
Jan 1	2019
27	
22	1/1/2041
27	2047
Yes	3
Yes	

Base Value  
 Appreciation Factor  
 Base Tax Rate  
 Rate Adjustment Factor  
 Tax Exempt Discount Rate  
 Taxable Discount Rate

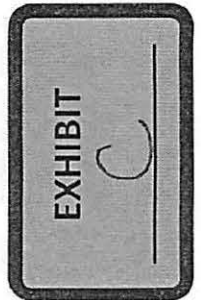
637,710
1.00%
\$24.87
2.50%
4.00%

Apply to Base Value

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2019	0	2020	0	0	2021	\$24.87	0	0
2	2020	17,490,660	2021	0	17,490,660	2022	\$24.87	434,980	394,070
3	2021	11,297,815	2022	174,907	28,963,982	2023	\$24.87	720,298	1,030,709
4	2022	0	2023	289,634	29,253,016	2024	\$24.87	727,501	1,658,030
5	2023	0	2024	292,530	29,545,546	2025	\$24.87	734,276	2,276,172
6	2024	0	2025	295,455	29,841,001	2026	\$24.87	742,124	2,885,267
7	2025	0	2026	298,410	30,139,411	2027	\$24.87	749,545	3,485,449
8	2026	0	2027	301,394	30,440,805	2028	\$24.87	757,040	4,076,848
9	2027	0	2028	304,408	30,745,214	2029	\$24.87	764,611	4,659,592
10	2028	0	2029	307,452	31,052,666	2030	\$24.87	772,257	5,233,909
11	2029	0	2030	310,527	31,363,192	2031	\$24.87	779,979	5,799,621
12	2030	0	2031	313,632	31,676,824	2032	\$24.87	787,779	6,357,154
13	2031	0	2032	316,768	31,993,592	2033	\$24.87	795,657	6,906,528
14	2032	0	2033	319,936	32,313,528	2034	\$24.87	803,614	7,447,862
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17	2035	0	2036	329,630	33,292,661	2037	\$24.87	827,964	9,024,795
18	2036	0	2037	332,927	33,625,587	2038	\$24.87	836,244	9,535,130
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21	2039	0	2040	343,015	34,644,478	2041	\$24.87	861,583	11,021,761
22	2040	0	2041	346,445	34,990,921	2042	\$24.87	870,198	11,502,873
23	2041	0	2042	349,909	35,340,830	2043	\$24.87	878,900	11,978,943
24	2042	0	2043	353,408	35,694,238	2044	\$24.87	887,689	12,444,078
25	2043	0	2044	356,942	36,051,181	2045	\$24.87	896,566	12,904,373
26	2044	0	2045	360,512	36,411,693	2046	\$24.87	905,532	13,357,934
27	2045	0	2046	364,117	36,775,810	2047	\$24.87	914,587	13,804,857
<b>Totals</b>		<b>28,788,475</b>		<b>7,987,334</b>		<b>Future Value of Increment</b>	<b>20,778,499</b>		

**Notes:**

Actual results will vary depending on development, inflation of overall tax rates.  
 NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).



**FIRST AMENDMENT OF  
DEVELOPMENT AGREEMENT  
BETWEEN  
OSCAR APARTMENTS LLC  
AND THE CITY OF SHEBOYGAN**

**THIS FIRST AMENDMENT OF DEVELOPMENT AGREEMENT** (the “First Amendment”), made this 18<sup>th</sup> day of June, 2020, is by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter “City”), and Oscar Apartments LLC, a Missouri limited liability company with its principal offices located at 8451 Maryland Avenue, St. Louis, MO 63105 (hereinafter “Developer”). To the extent that the terms and conditions of this First Amendment conflict with or contradict the terms and conditions of the Development Agreement, the terms of this First Amendment shall supersede and control.

**RECITALS**

WHEREAS, Developer and the City have entered into a Development Agreement dated as of January 2, 2020, hereinafter referred to as “the Development Agreement.”

WHEREAS, in light of updated modifications to Developer’s development program, changes to Developer’s financing structure during construction, analysis provided to Developer by Ehlers & Associates relative to TID revenue forecasts, and unanticipated difficulties negotiating a transfer of property from the Union Pacific Railroad for trail purposes, Developer and City desire to further modify and amend the Redevelopment Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements and good and valuable consideration, the delivery and receipt of which is hereby acknowledged by and between Developer and City, the parties do hereby agree to amend the Development Agreement as follows:

1. Recitals.

The second recital is hereby amended to read as follows:

“The Developer proposes to build a 240-unit multi-family development targeted at providing rental housing units to the City.”

2. Article I.

a. The definition of “Development” is hereby amended to read as follows:

“*Development*” means the overall construction of an approximately 305,000 square foot multi-family apartment complex consisting of three

residential buildings with between 230 and 250 units and appurtenant buildings adjacent to S. 15<sup>th</sup> Street.

b. The definition of "Project" is hereby amended to read as follows:

"Project" means the development proposed by Developer herein for construction of a new multi-family apartment complex consisting of four buildings and 240 units, located on the property described on Exhibit "A" (the "Property").

3. Article II.

Section 2.1 is hereby amended to read as follows:

2.1 Project Overview. The Project consists of the construction of new multi-family buildings of approximately 305,000 square foot at a total estimated cost of \$45,000,000 with associated parking located on the property described on Exhibit "A" and pursuant to the plans in Exhibit "B." Construction is to commence in approximately August 2020 and completed for opening by December 1, 2021. Cost for this construction is estimated to be \$45,000,000.

4. Article III.

Section 3.1 is hereby amended to read as follows:

3.1 Construction Schedule. Unless the parties agree in writing to a change, the construction schedule for the Project will be carried out as follows:

Site Plan Approval:	completed
Creation of TID:	completed
Issuance of the Building Permits:	July 1, 2020
Start Construction:	August 1, 2020
Substantial Completion:	December 1, 2021

Section 3.2 is hereby amended to read as follows:

3.2 Default. Failure to substantially complete construction of the Project by March 30, 2022 is an event of default pursuant to Section 10.1(A) of this Agreement.

5. Article VI.

a. Section 6.1 is hereby amended to read as follows:

6.1 Development Incentives. Upon completion, the Property shall be assessed, assuming net operating income at a 6.75% capitalization rate. After the

assessed real estate property value of the project has exceeded a minimum of \$29,000,000 in incremental value, the City agrees to provide to the Developer each year for a maximum period of sixteen (16) years an annual incentive payment, in a total principal sum not to exceed \$7,250,000 as an inducement to Developer for the development of the Project. The annual incentive payments shall be calculated and provided to the Developer as follows:

Each year for a maximum period of sixteen (16) years, commencing in 2023 and ending in 2038, the City will pay to the Developer a development performance incentive payment in an amount equal to 65% of the Tax Increment Revenue received by the City with respect to the Property in that year, minus a fee for the City's administrative costs in the amount of the greater of either (i) \$5,000 or (ii) 1.5% the developer performance incentive payment. Said payment is conditioned upon either (i) the Tax Incremental Value of the Project being in excess of \$29,000,000 in respect to the real property upon which the Project is situated in that year, or (ii) the Developer having made payment of any and all tax increment deficiencies as defined in Section 5.5 herein. Provided sufficient Tax Revenue is available, the anticipated minimum amount of development performance incentive payments to be made each year is contained in "Exhibit C," which is attached hereto and made a part of this First Amendment. However, any variance or disagreement about the amounts to be paid shall be determined solely based on the language of this Section; Exhibit C is intended simply as a description of the anticipated minimum payments.

The terminology "real Property upon which the Project is situated" is used in this Section to make it clear only real property and not personal property shall be included in determining the Tax Increment Revenue. The City shall make the payment due to the Developer, if any, under this Section 5.1 no later than September 30 of each year, commencing in 2023. Payment by the City of the annual incentive will only be made if the Developer has paid current year property taxes (real and personal) to the City in full. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes. The development incentives payable under this section are subject to adjustment as provided herein.

b. Section 6.3 is hereby amended to read as follows:

6.3 Off-Site Public Improvements. The City shall in good faith negotiate for the purchase of such real property owned by Union Pacific Railroad Company situated in the City of Sheboygan, Sheboygan County, State of Wisconsin, between Milepost 148.2 and Milepost 149.5 of Union Pacific's former Sheboygan Passenger Line, and abandonment of Union Pacific's common carrier

obligations with regard to such property. This negotiation shall be for the purpose of obtaining the necessary land to create and construct a recreational trail extending from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way. Said land purchase shall be in accordance with and subject to the National Trails System Act, 16 U.S.C. §1247(d), and the terms and conditions contained in a decision to be served by the Surface Transportation Board. Within six months after purchase of the property, abandonment of Union Pacific's obligations related to the property, and removal of all tracks, the City shall (i) at its sole cost and expense have prepared and paid for the cost of engineering and construction plans and specifications for an off-site recreational trail extending from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way and (ii) contract for and install, maintain, repair, and replace said recreational trail. The City shall ensure that construction of the trail shall commence no later than the later of five (5) years after substantial completion of the project or five (5) years after obtaining title to the Union Pacific property, and that the trail shall be installed, maintained, and repaired in a good and workmanlike manner in accordance with sound engineering practices and in compliance with the Zoning Code and all other applicable laws, ordinances, regulations and requirements.

6. Article VII.

Section 7.1(a) is hereby amended to read as follows:

(A) The new 305,000 square foot multi-family development shall be completed in phases with final completion on or before December 1, 2021.

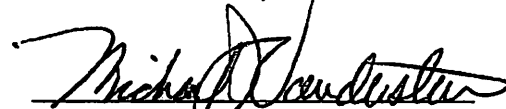
7. Exhibit B. Exhibit B is hereby replaced with the document attached to this First Amendment as "New Exhibit B."
8. Exhibit C. Exhibit C is hereby made a part of the Agreement.

**SIGNATURE PAGE FOR FIRST AMENDMENT  
OF DEVELOPMENT AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment of Development Agreement as of the date first above written.

**CITY OF SHEBOYGAN, WISCONSIN**

BY:


  
Michael Vandersteen, Mayor

ATTEST:

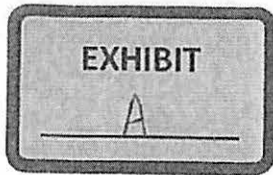
  
Meredith DeBruin, City Clerk

**OSCAR APARTMENTS LLC**

BY:

  
Philip Hulse, Manager

This document authorized by and in accordance with Res. No. 30 -20-21.



LEGAL DESCRIPTION

Part of the West One-half (1/2) of the Southeast One-quarter (1/4) of Section Twenty-seven (27), in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as: Commencing at the intersection of the South line of Block 300 of the Original Plat of the City of Sheboygan (which is also identified in a Plat of Survey dated May 8, 2006 as the North line of the Southeast . of Section 27) and the Easterly line of South 15th Street; thence South 88° 25' 00" West along the South line of said Original Plat 20.00 feet to the point of beginning; thence continuing South 88° 25' 00" West, 299.56 feet along the South line of said Block 300 extended and Block 301 (described in said May 8, 2006 Survey as South 88° 48' 05" West, 59.91 feet and then South 89° 08' 09" West, 227.88 feet) to a point which is 133.98 feet East of the Easterly line of South 16th Street; thence South 60 feet (described in said May 8, 2006 Survey as South 00° 11' 31" West 60.35 feet); thence West 131.85 feet parallel to the South line of said Block 301 (described in said May 8, 2006 Survey as South 89° 16' 10" West 131.90 feet) to a point in the Easterly line of South 16th Street; thence South 70 feet (described in said May 8, 2006 Survey as South 00° 11' 31" West 69.54 feet) along the Easterly line of said South 16th Street to the Northerly line of the vacated portion of said street; thence West 326 feet, more or less, parallel with the South line of said Block 301 (described in said May 8, 2006 Survey as South 88° 59' 20" West 325.11 feet) to the point in the East line of Grams Subdivision No. 1; thence South 429 feet along the East line of said Grams Subdivision No. 1 (described in said May 8, 2006 Survey as South 01° 03' 40" West 428.50 feet); thence East 35 feet (described in said May 8, 2006 Survey as South 88° 56' 20" East 35.00 feet); thence South 115 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 115.00 feet); thence West 35 feet (described in said May 8, 2006 Survey as North 88° 56' 20" West 35.00 feet) to the point in the East line of said Grams Subdivision No. 1; thence South along said East line 240 feet, more or less (described in said May 8, 2006 Survey as South 01° 03' 40" West 240.17 feet) to a point which is 270 feet North of the North line of Broadway Avenue; thence East 200 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 200.00

feet) parallel with the North line of Broadway Avenue; thence South 60 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 60.00 feet); thence East 80 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 80.00 feet) parallel with the North line of Broadway Avenue; thence South (described in said May 8, 2006 Survey as South 01° 04' 11" West) 189.23 feet to a point in the Northerly line of a parcel conveyed to the City of Sheboygan for the expansion of Broadway Avenue by Warranty Deed recorded as Document No. 1687705; thence North 85° 40' 26" East 63.59 feet along the Northerly line of Broadway Avenue; thence North 89° 29' 30" East 235.88 feet along said new Northerly line of Broadway Avenue to its intersection with the Westerly line of the main track right of way of the Chicago & Northwestern Railway; thence Northerly along said Westerly right of way line (described in said May 8, 2006 Survey as 779.45 feet along a curve to the left with a chord bearing North 19° 10' 30" East 776.97 feet and a radius of 2817.47 feet and thence North 11° 14' 58" East 384.98 feet) to a point 53.70 feet South of the South line of said Block 300 which point is the Southeast corner of Lot 1 of the Certified Survey Map recorded in Volume 9 of Certified Survey Maps, at Page 88, as Document No. 1199254; thence South 89° 53' 20" West 143.04 feet, of record, along the Southerly line of said Certified Survey Map (described in said May 8, 2006 Survey as North 89° 56' 41" West 143.17 feet) to the Southwest corner thereof; thence North (described in said May 8, 2006 Survey as North 00° 03' 33" West) 53.70 feet along the Westerly line of said Certified Survey Map to beginning, and including that portion of Vacated South 16th Street lying within said boundary description. Excepting therefrom those lands described in a Warranty Deed recorded on June 6, 2011, as Document No. 1925240.

Tax Key No. 59281513391

Address: 1436 South 15th Street, Sheboygan, WI 53082

Tax Key No. 59281513500

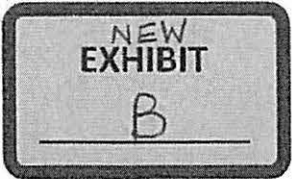
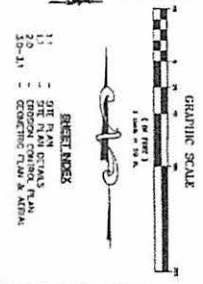
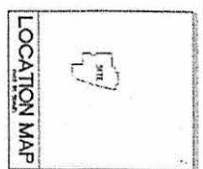
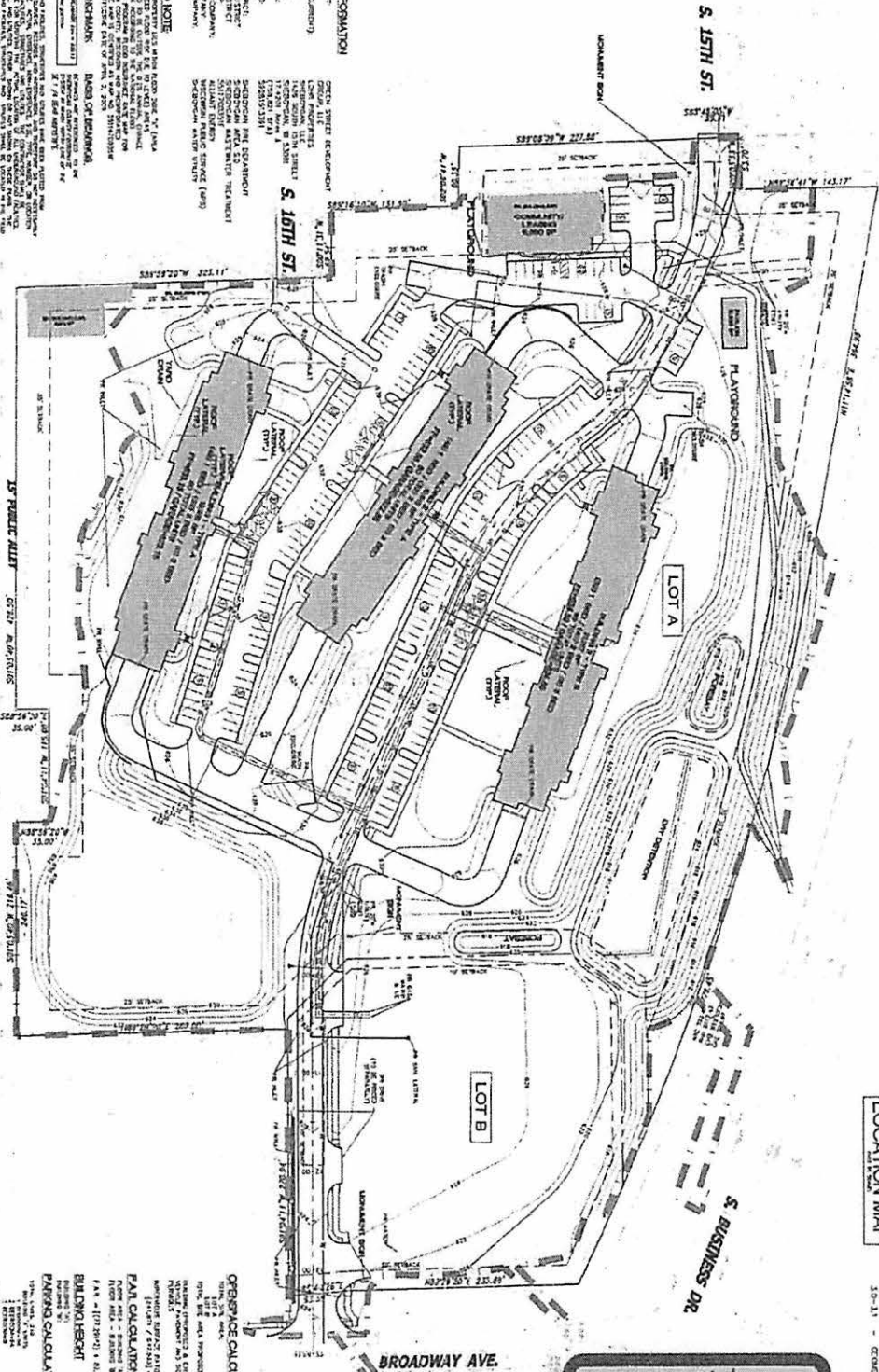
Address: 1440 South 16th Street, Sheboygan, WI 53082

- GENERAL NOTES**
1. THESE PLANS SHOW THE LAYOUT OF THE PROPOSED DEVELOPMENT.
  2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SHEBOYGAN AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION.
  3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION.
  4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION.
  5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

**SITE PLAN**

SEC 27 T8N R22E PRT OF THE E 1/2 DEC 35- COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 AND THE E LINE OF S 15TH ST, THE S-88-DEC-25-00-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEC-25-00-W 239.50' ALG SD S L

CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



**SITE INFORMATION**

OWNER: [Name]

DESIGNER: [Name]

DATE: [Date]

**FLOOD NOTE**

THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

**OFF-SITE CALCULATIONS**

DATE: [Date]

BY: [Name]

**PAVING CALCULATIONS**

DATE: [Date]

BY: [Name]

**BUILDING HEIGHT**

DATE: [Date]

BY: [Name]

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	10/15/10	J. [Name]
2	FINAL PLAN	10/15/10	J. [Name]

**1.0**

**SITE PLAN**

SITE PLAN FOR  
**THE OSCAR**  
 1436 SOUTH 15TH STREET  
 CITY OF SHEBOYGAN  
 WISCONSIN

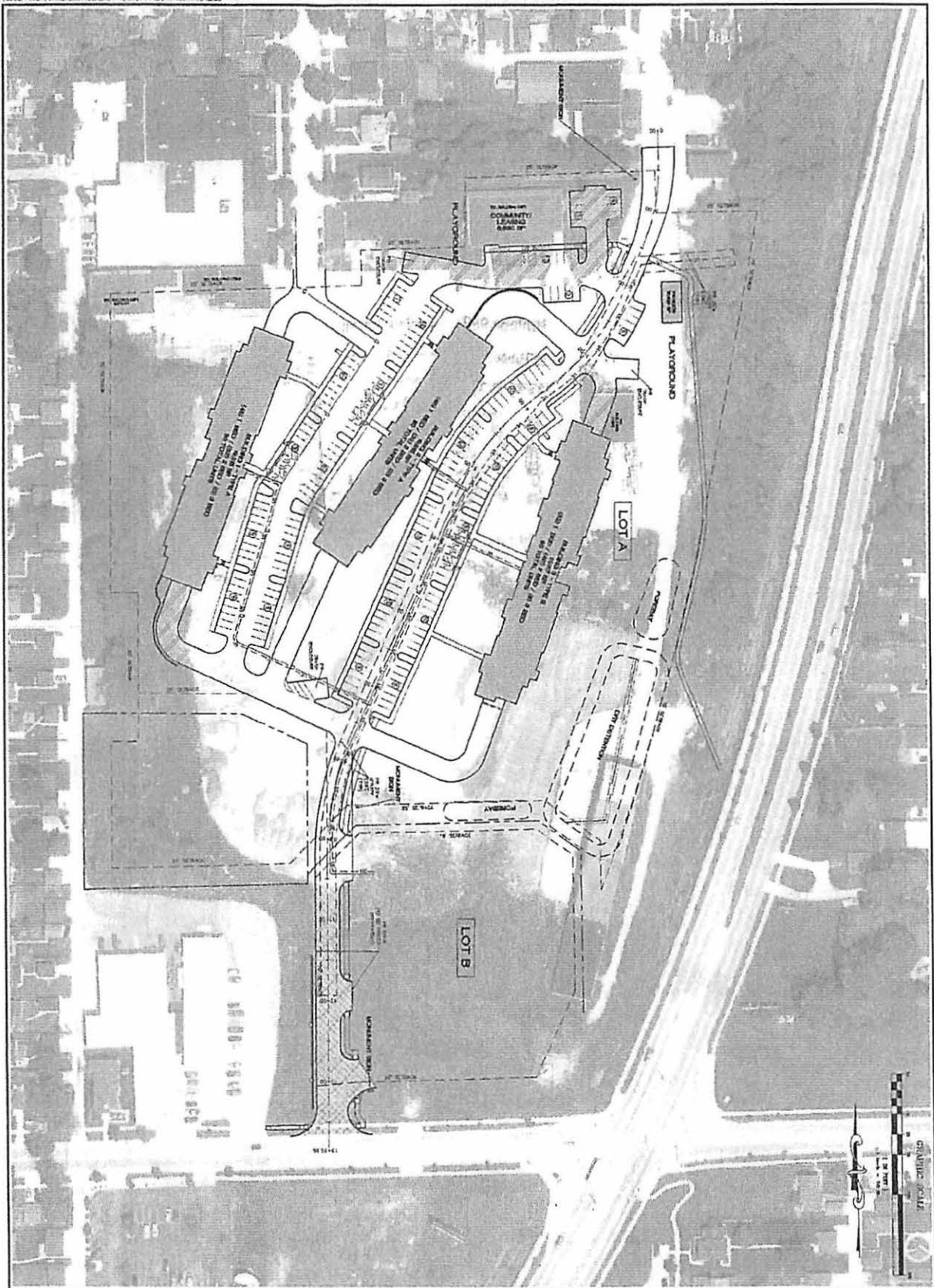
**Stock & Associates**  
 Consulting Engineers, Inc.

237 Connecticut Business Parkway  
 Sheboygan, WI 53081  
 Phone: 920.452.1234  
 Fax: 920.452.1235  
 Email: info@stockand.com  
 Web: www.stockand.com









3.1

DATE	NOV 11 2011
BY	J.M. STOKES
CHECKED BY	J.M. STOKES
SCALE	AS SHOWN
PROJECT	THE OSCAR
SHEET NO.	3.1

REVISIONS:

NO.	DATE	DESCRIPTION
1	11/11/11	ISSUE FOR PERMITTING
2	11/11/11	ISSUE FOR PERMITTING
3	11/11/11	ISSUE FOR PERMITTING

PROJECT NO. 11-0001

DATE: 11/11/11

BY: J.M. STOKES

CHECKED BY: J.M. STOKES

SCALE: AS SHOWN

PROJECT: THE OSCAR

SHEET NO.: 3.1

SITE PLAN FOR

**THE OSCAR**

1436 SOUTH 15TH STREET

CITY OF SHEBOYGAN

WISCONSIN

**STOCK & ASSOCIATES**

Consulting Engineers, Inc.

201 Centerfold Business Parkway  
 26 Leola, WI 53020, PH: (920)  
 835-9100 FAX (920) 835-9103  
 email: [info@stockand.com](mailto:info@stockand.com)  
 Web: [www.stockand.com](http://www.stockand.com)

# City of Sheboygen

The Oscar Apartments - \$29M Value No Outparcel, City 35%

Tax Increment District # \_\_\_\_\_

## Tax Increment Projection Worksheet

Type of District  
 District Creation Date  
 Valuation Date  
 Max Life (Years)  
 Expenditure Period/Termination  
 Revenue Periods/Final Year  
 Extension Eligibility/Years  
 Recipient District

Rehabilitation
January 1, 2019
2019
27
22
1/1/2041
27
2047
Yes
3
Yes

Base Value  
 Appreciation Factor  
 Base Tax Rate  
 Rate Adjustment Factor

637,710
1.00%
\$24.87

Apply to Base Value

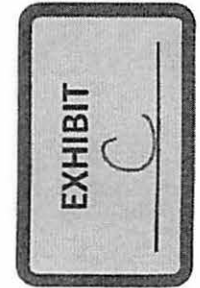
Tax Exempt Discount Rate  
 Taxable Discount Rate

2.50%
4.00%

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21	2039	0	2040	343,015	34,644,476	2041	\$24.87	861,583	11,021,761
22	2040	0	2041	346,445	34,990,921	2042	\$24.87	870,198	11,502,873
23	2041	0	2042	349,909	35,340,830	2043	\$24.87	878,900	11,976,943
24	2042	0	2043	353,408	35,694,238	2044	\$24.87	887,689	12,444,076
25	2043	0	2044	356,942	36,051,181	2045	\$24.87	896,566	12,904,373
26	2044	0	2045	360,512	36,411,693	2046	\$24.87	905,532	13,357,934
27	2045	0	2046	364,117	36,775,810	2047	\$24.87	914,587	13,804,857
<b>Totals</b>		<b>28,788,475</b>		<b>7,987,334</b>		<b>Future Value of Increment</b>	<b>20,778,495</b>		

**Notes:**

Actual results will vary depending on development, inflation of overall tax rates.  
 NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).



Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Sorenson and Dekker.  
June 1, 2020.

A RESOLUTION authorizing the appropriate City official to execute the Software Licensing Agreement between Bound Tree Medical, LLC and the City of Sheboygan Fire Department to provide inventory management software to the City of Sheboygan Fire Department.

RESOLVED: That the Fire Chief is authorized to execute the Software Licensing Agreement ("Agreement"), a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, the Fire Chief is authorized to execute Orders, as defined in the Agreement, with Bound Tree Medical, LLC which are consistent with the terms of the Agreement.

*ALPS*

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

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



## Software Licensing Agreement

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**Customer**

Name: City of Sheboygan Fire Department  
Address: 1326 N. 25th Street  
Sheboygan, Wisconsin  
Attention: Michael Lubbert  
E-mail: Michael.lubbert@sheboyganwi.gov

**Company**

Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016  
Brian LaDuke  
[Brian.LaDuke@sarnova.com](mailto:Brian.LaDuke@sarnova.com)

This Software Licensing Agreement (the "Agreement") is hereby entered this \_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") by and between Company and Customer (referred to herein as the "Parties" or "Party").

- 1. Scope.** Company is a reseller of inventory management software for providers of Emergency Medical Services. Subject to the terms and conditions of this Agreement, Customer agrees to order and Company agrees to sell inventory management software described in an applicable order to this Agreement ("Order"). The purchase of software could also involve the purchase of software accessories. Software could facilitate the purchase of Products. Any purchase of software accessories or Products as a result of an Order is also governed by this Agreement.
- 2. Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force and effective for 3 years after the Effective Date unless otherwise terminated in accordance with the provisions set forth herein.
- 3. Grant of Non-Exclusive License.** Subject to the terms and conditions of this Agreement, any software provided pursuant by Company to Customer is done pursuant to a non-exclusive irrevocable license to the Software during the Term (the "License").
- 4. Licensing Fee.** The fee for each License shall be as specified on the Order, per Contract Year, payable as of the respective Contract Year. For this purpose a "Contract Year" is the twelve (12) consecutive month period beginning on the Effective Date, and each succeeding twelve (12) month consecutive 12 month period during the Term. If this Agreement ends prior to the end of a Contract Year, the annual License fee for any software purchased in an Order will be pro-rated to reflect the number of months in the final Contract Year. The number of Licenses issued under this Agreement is specified in the Order.
- 5. Software Accessories and Products.** Customer may purchase Software Accessories needed to operate the software at the prices specified on the Order, which shall be payable at the time of purchase. Software may facilitate the purchase of Products used to provide Emergency Medical Services.
- 6. Set Up and Training.** Set up of the Software shall be performed by the software developer at the price specified on the Order.
- 7. Warranties.** Any warranty on any Products purchased through Software provided by Company are those of the manufacturer and not of Company. Further, the manufacturer warranty, if any, is only applicable for the warranty period listed on the Product's label. The Software and Software Accessories carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time

set by the manufacturer. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 8. Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE SOFTWARE AND SOFTWARE ACCESSORIES.
- 9. Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement or an Order under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
- 10. Confidentiality.** In the event Customer receives a request for information related to this Agreement (including an Order under this Agreement), Customer shall email the Company at [regulatory@sarnova.com](mailto:regulatory@sarnova.com). Company acknowledges and recognizes that under Wisconsin Public Records Law, Customer is to respond to a Public Records Request within ten business days of receipt. Company may provide guidance to Customer regarding whether, in its opinion, requested information constitutes a Trade Secret or is otherwise protected from disclosure. Any such guidance shall be provided to Customer within seven (7) business days of receipt of notice of the request. Receipt of notice shall be deemed to occur upon Customer sending the email to Company as long as Customer does not receive an undeliverable notice. If no guidance is provided to Customer within seven (7) business days of receipt of notice of the request, Company shall be deemed to have waived any assertion that the information in question is a Trade Secret or is otherwise protected from disclosure. Customer agrees to consider any guidance provided by Company in making its decision how to proceed under the Wisconsin Public Records Law. Customer is ultimately responsible for its compliance with the Wisconsin Public Records Law. Nothing in this Section shall prevent Company from—at Company's sole cost—taking any other step permitted by law, such as asserting an objection, challenging the validity of a request, or seeking a protective order in a court of competent jurisdiction, to protect its information. The parties recognize that any step permitted by law must take place within the deadlines required by any applicable statute, rules, or regulations. This Agreement cannot

- and does not extend the timeline for such action.
11. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Either Party may terminate this agreement at any time upon 30 days prior written notice to the other Party.
  12. **Relationship of Parties.** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.
  13. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Customer or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
  14. **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. In addition, a copy of any notice to Company must be sent to General Counsel, Bound

- Tree Medical, LLC, 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (such copy shall not constitute legal notice).
15. **Headings.** The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
  16. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Delaware.
  17. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
  18. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
  19. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement and any approved Order is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
  20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this \_\_\_ day of \_\_\_\_\_, 2020

**Customer**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Bound Tree Medical, LLC**

By: \_\_\_\_\_

Name: Brian LaDuke

Title: President

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of the Agreement and the Order. The parties acknowledge that the rebate provided under the terms of this Agreement and the Order constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.

**VI**

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
June 1, 2020.

Your Committee to whom was referred R. O. No. 10-20-21 by City Administrator submitting the 2021 preliminary budget fiscal factors for guidance prior to departmental budget preparations; recommends filing the document.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

R. O. No. 10 - 20 - 21. By CITY ADMINISTRATOR. May 18, 2020.

Submitting the 2021 preliminary budget fiscal factors for guidance prior to departmental budget preparations as follows:

1. General Fund Budget that retains eligibility for Wisconsin's Expenditure Restraint Program.
2. Equalized tax rate to increase no more than inflationary levels.
3. Maintain city services with no decrease in service levels.
4. Leverage city resources through partnerships and shared services/facilities with other entities.
5. Leverage intergovernmental funds to offset city costs for projects or programs that promote city priorities, goals and/or objectives.
6. Funds for a 2.0 percent increase in wages for the city workforce including collective bargaining agreements.
7. Review user fees including utility rates.
8. Identify planned borrowed fund which will not affect the city's current bond rating of Aa2.
9. Continue Garbage, Recycling, and Vehicle Registration fees at their current amount.
10. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed funds proceeds.
11. Incorporate 2021 projects, equipment and vehicles identified in the 2021 - 2025 Capital Improvements Program.
12. Continue use of donations between Tax Incremental Districts.
13. Maintain a minimum of 25 percent uncommitted Fund Balance in the General Fund.

FAP

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City Administrator

IX

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. June 1, 2020.

Your Committee to whom was referred DIRECT REFERRAL Gen. Ord. No. 6-20-21 by Alderpersons Sorenson and Donohue amending Section 110-502 of the Municipal Code so as to temporarily ease requirements related to sidewalk cafes; recommends adopting the Ordinance.

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

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

~~II~~

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Gen. Ord. No. 6 - 20 - 21. By Alderpersons Sorenson and Donohue.  
May 27, 2020.

AN ORDINANCE amending Section 110-502 of the Municipal Code so as to temporarily ease requirements related to sidewalk cafés.

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

Section 1. Sec. 110-502 of the Municipal Code entitled "Sidewalk café permit" is hereby repealed and recreated so as to add subsections (c) (9) and (10) as follows:

"Sec. 110-502. - Sidewalk café permit.

. . .

(c) *Application.* Each application for a sidewalk cafe permit shall be filed with the city clerk's office. The application for new and returning sidewalk cafes shall include the following:

. . .

(9) Notwithstanding the provisions of this subsection (c), due to the economic challenges presented by the 2020 novel coronavirus pandemic, each application for a sidewalk café permit issued for the license year beginning April 15, 2020 and ending April 14, 2021 shall require only the following:

- a. A map showing the location of the sidewalk cafe including the adjacent street and avenue;
- b. A scale drawing of the site, including the location of all trees, poles, benches, gratings, and other amenities or obstructions, and the location of the proposed furniture and other vending equipment;
- c. Photographs, catalogue pages or detailed renderings of all tables, chairs, and other furniture or equipment being considered for use, with dimensions and color included;
- d. An indication of whether the applicant intends to sell or serve alcoholic beverages; those indicating such an intention shall submit proof that they have the required alcohol beverage license and that the site of the sidewalk cafe is particularly described on the license as part of the licensed premise;

AKS  
adopt.

- e. Proof of insurance as required pursuant to section 110-503(e);
- f. An agreement that the applicant and the applicants heirs and assigns shall abide by each of the provisions of subsection (c)(7).

(10) Notwithstanding the provisions of subsection (c)(8), due to the economic challenges presented by the 2020 novel coronavirus pandemic, applications for a sidewalk café permit issued for the license year beginning April 15, 2020 and ending April 14, 2021 may be granted by the common council without the review and recommendation of the plan commission."

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

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

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

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

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

II

Other Matters

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. JUNE 1, 2020.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2022.

\_\_\_\_\_  
City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3195	Armstrong, Brandon	595 S. Taylor Dr.
1200	Beenen, Donna J.	3103 Calumet Dr.
3219	Biederwolf, Julia K.	N6454 County Rd. M, Sheb. Falls
3213	Bramstedt, Anna	W2822 County Rd. MM, Cleveland
3200	Choate, Marissa J.	4102 Oakdale Ct. Apt. E208
3208	Elmore, Felicia	1112 Bluff Ave.
3212	Fierro, Tatiana S.	1122 Forest Ave.
3218	Gmach, Raven	1610 N. 36 <sup>th</sup> St.
3215	Grub, Breann	1334 Alabama Ave.
7249	Hess, Jeannie M.	2225 N. 22 <sup>nd</sup> St.
3194	Jacobs, Charisse	2036 Folger Ct.
3198	Komorowski, Gayle A.	1908 N. 18 <sup>th</sup> St.
3205	Kropelin, Alexandria	1003 Falls Parc Dr. Apt.7, Sheb. Falls
9242	Kutz, Debra A.	4522 Hunters Glen Dr.
3216	Maevers, Joshua	1610 Ohio Ave.
1010	McClean, Gilbert G.	1228 N. 17 <sup>th</sup> St.
3199	Middleton, Elizabeth E.	2219 Mill Rd.
3201	Pfeifer, Erika	1004 Stonebridge Dr., Howards Grove
3207	Smith, Lydia	1930 N. 40 <sup>th</sup> St.
3206	Waldeck, Derek	W1715 High Point Ct.
3221	Watts, Paul	1423 S. Comstock Ave., Milwaukee
3217	Wilke, Cassandra J.	1237 Heermann Ct. Apt. A
3202	Wilke, Rachel	N6401 County Rd. M, Sheb. Falls
3210	Wilson, Travis	1056 Weeden Creek Rd.

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5930	Alten, Candace	301 Beechwood St., Cleveland
2416	Ashley, Michele J.	2217 S. Taylor Dr.
7164	Bath, Sherry A.	2509 N. 28 <sup>th</sup> St.
8079	Batres, Edgar D.	2313 Hillshire Dr. Apt. 3A

6455 Behnke, Barbara J.  
2425 Bitters, Kyle  
9864 Boden, Dylan  
6709 Bonelli, Leo P. \*Club\*  
1134 Brock, Joann M.  
1068 Buchanan, Schuyler J.  
1561 Cortez, Amber  
7169 Dodge, Brianna  
0727 Fetterer, Aina  
5305 Freriks, Scott  
2536 Fugate, Dewaine A.  
1269 Gamez, Donna L.  
2553 Gideon, Calvin D.  
3439 Gotchy, Mary B.  
0664 Gottsacker, Nathaniel D.  
2672 Grabner, Thomas A.  
2666 Grzonka, Stanley G.  
1401 Hietala, Jason P  
5696 Hutton, Charles F.  
2396 Jacoby, Jessica J.  
2398 Johnson, Christopher J.  
7791 Kalista, Jodi  
3816 Kautzer, Kathleen  
8194 Kever, Jennifer M.  
5716 Kraus, Justine M.  
2620 Krueger, Janet L.  
5924 Lehman, Tarrie L.  
2613 Lietzau, Julie  
2502 Lindsay, John F.  
2605 Looby, Kevin Jr.  
2360 Looby, Kevin L. Sr.  
1236 Maclaughlin, Tonia  
2203 Mahmutagic, Sedin  
2374 Mattson, Taryn M.  
2710 McDaniel, Chantelle  
2456 McDaniel, Michelle  
1843 Menzer, Lee A.  
3376 Methfessel, Terrence J.  
1421 Meyer, Jessica  
2408 Nemitz, Jessica  
2352 Orvis, Parmalee  
2871 Perronne, Daniel L.  
6372 Potter Jr., Roy A.  
2641 Pratt, Mary  
8892 Querio, Elizabeth W.  
2459 Rutherford, Pamela J.  
2083 Scheunert, James S.  
1006 N. 16<sup>th</sup> St.  
911 Georgia Ave.  
3116 S. 20<sup>th</sup> St.  
2417 W. Koning Dr.  
705 N. 38<sup>th</sup> St.  
4241 Cty. Rd. 1  
1511 Ashland Ave.  
2413 N. 7<sup>th</sup> St.  
4407 Primrose Ct. #P208  
1130 Swift Ave.  
W7760 Plank Rd., Glenbeulah  
2013 Cooper Ave.  
1328 N. 9<sup>th</sup> St.  
1716 Broadway Ave.  
2518 N. 36<sup>th</sup> St.  
1706 Grams Ct.  
3607 S. 17<sup>th</sup> St.  
914 Kentucky Ave.  
1149 High Ave.  
1132 Logan Ave.  
2221 N. 15<sup>th</sup> St.  
2007 Calumet Dr.  
1625 Spruce Ct.  
1012 Falls Parc Dr. Apt.13, Sheb. Falls  
1322A S. 7<sup>th</sup> St.  
2126 S. 14<sup>th</sup> St.  
709 Spring Ave.  
8512 Pigeon Lake Rd., Valders  
1615A Spruce Ct.  
2804 Erie Ave.  
4106 Driftwood Ct. Apt. B104  
1709 Superior Ave.  
2224 N. 10<sup>th</sup> St.  
N9001 Dairyland Dr., Cleveland  
1418 Ontario Ave.  
722 Wilson Ave.  
633 N. 27<sup>th</sup> St.  
3004 S. 18<sup>th</sup> St.  
3320 S. 11<sup>th</sup> Pl. Apt. 8  
1107 S. 15<sup>th</sup> St.  
1821 S. 12<sup>th</sup> St.  
W2799 County Rd. N, Sheb. Falls  
2625 S. 8<sup>th</sup> St.  
1012 Falls Parc Dr. #12, Sheb. Falls  
430 Adams St., Sheb. Falls  
W2111 Ourtown Rd., Sheb. Falls  
3919 Mendocino Ln. Apt. 104

0357 Schultz, Laura K.  
2587 Sebald, Kelly  
2181 Snow, Theresa  
1441 Staaben, Jeffrey P.  
2312 Stone, Gina L.  
8901 Strahl, Robin K.  
0483 Strysick, Shannon  
4801 Toston, Jolene  
4283 Webb, Sandra L.  
2690 Wolfert, Nicholas J.  
0532 Yonan, Trevor

406 Vollrath Blvd.  
1721 Ashland Ave. #105  
934B Geele Ave.  
1813 N. 9<sup>th</sup> St. Apt. A  
W1009 County Rd. FF  
W6687 County Rd. F, Cascade  
1508 Union Avenue  
1903 Union Ave.+  
1911 S. 14<sup>th</sup> St.  
N4310 Claver Ct., Sheb. Falls  
3331A S. 11<sup>th</sup> Pl.

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2474	Neuman, Vivian V.	2201 Erie Ave. Apt. B115

II

Omer Mattars

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. June 1, 2020.

Submitting various license applications for the period ending April 14, 2021 and June 30, 2021.

\_\_\_\_\_  
City Clerk

CLASS "A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2519	Adithi LLC (Northside Clark)	2709 N. 15 <sup>th</sup> Street
3421	AJ Marketing LLC (Union Avenue BP)	1208 Union Avenue
3007	Ananda Marketing LLC (Tidy Store of Sheboygan)	810 N. 14 <sup>th</sup> Street
3243	Harbor Petroleum LLC (Harbor Petro)	905 Indiana Avenue
2984	Jai Marketing LLC (Everest Enterprises)	1710 Indiana Avenue
3364	Minit Mart LLC (Minit Mart Store #685)	1508 S. 8 <sup>th</sup> Street
3365	Minit Mart LLC (Minit Mart Store #688)	2235 North Avenue
3366	Minit Mart LLC (Minit Mart Store #690)	2420 Calumet Drive
3367	Minit Mart LLC (Minit Mart Store #694)	3715 Washington Avenue
3368	Minit Mart LLC (Minit Mart Store #696)	3626 S. Taylor Road
3369	Minit Mart LLC (Minit Mart Store #697)	1230 N. Taylor Drive
3370	Minit Mart LLC (Minit Mart Store #699)	1211 Weeden Creek Road
3371	Minit Mart LLC (Minit Mart Store #684)	1006 Geele Avenue
2088	Walgreen Co. (Walgreens #06570)	1029 N. 14 <sup>th</sup> Street
2601	Walgreen Co. (Walgreens #12020)	2702 Calumet Drive
1424	Walgreen Co. (Walgreens #06097)	3320 S. Business Drive

LHP

3147 Wisconsin CVS, LLC 1108 N. 14<sup>th</sup> Street  
(CVS/Pharmacy #10549)

CLASS "B" BEER LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3448	Sheboygan Axe Bar LLC (Longhouse Axe Bar)	1133 Indiana Avenue
3449	Yangchee LLC (Toy's Restraunt)	1229 N. 8 <sup>th</sup> Street

CLASS "A" LIQUOR LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3447	Krishna 1 Petroleum LLC (Fountain Park Stop & Go)	905 Erie Avenue

"CLASS A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi Inc. (Aldi #94)	919 South Taylor Drive
3187	Ananda Marketing LLC (Sheboygan Liquor Depot)	810 N. 14 <sup>th</sup> Street
2765	Sheboygan Liquor LLC (Jake's Liquor)	2019 S. Business Drive
3132	Ultimate Mart LLC (Pick N Save #432)	1317 N. 25 <sup>th</sup> Street

CLASS B" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 <sup>th</sup> Street Tap LLC (4 <sup>th</sup> Street Tap)	520 N. 4 <sup>th</sup> Street
3160	Bo Mallies LLC (BoMallies)	2427 Calumet Drive
3254	Bookworm Gardens Inc. (Bookworm Gardens)	1415 Campus Drive
1936	Catering with Culinary Artists LLC (Black Pig)	821 N. 8 <sup>th</sup> Street
3056	Gotta Getcha in Oasis LLC (House Divided)	840 Wilson Avenue

3182 Hans C Graf LLC (Blue Lite)	1029 N. 8 <sup>th</sup> Street
3066 JBZ Inc. (NZ's Bar & Grill)	1022 Michigan Avenue
3434 John Michael Kohler Arts Center LLC (Art Preserve)	3636 Lower Falls Road
2135 Keg 1 LLC (Sandeas)	1202 Michigan Avenue
3333 Kohler Co.	Golf Course
2245 Manyvanh, Wongjan (Thai Café Restaurant)	1227 N. 14 <sup>th</sup> Street
3087 Santana's Place LLC (Santana's Place)	1019 Erie Avenue
3248 Seeboth Delicatessen LLC (Seeboth Delicatessen)	1501 S. 8 <sup>th</sup> Street
1734 Sheboygan Hotel, LLC (Holiday Inn-Express)	3823 Germaine Avenue
1345 Sheboygan Outboard Club (Sheboygan Outboard Club)	732 N. Water Street
2943 Superior Bar and Grill LLC (Superior Bar & Grill)	2607 Superior Avenue
3178 Tasty Sheboygan LLC (Tasty Sheboygan)	1423 Union Avenue
3069 Time and a Half LLC (Time and a Half)	2518 N. 15 <sup>th</sup> Street
2030 Twelfth Parallel Inc. (Rewind)	1002 Michigan Avenue

CLASS "B" BEER LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Brown Deer Pride LLC (Americinn Hotel & Suites Sheboygan)	3664 S. Taylor Drive
2704	Faye's Pizza LLC (Faye's Pizza)	1821 Calumet Drive
3430	Half Tree Studio LLC (Board and Brush)	528 N. 8 <sup>th</sup> Street
3362	Jai Marketing LLC (Jay's)	1710 Indiana Avenue
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 <sup>th</sup> Street
3135	New China Buffet LLC (New China Buffet)	571 S. Taylor Drive
2696	Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive

"CLASS C" LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2704	Faye's Pizza LLC (Faye's Pizza)	1821 Calumet Drive
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 <sup>th</sup> Street
2696	Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3001	Ranieri's Four of a Kind	811 Indiana Avenue - 6/27/20 to include East, West and South parking lots.
3001	Ranieri's Four of a Kind	811 Indiana Avenue - 08/01/20 to include East, West and South parking lots.
3150	Craft 30	908 Michigan Avenue - 2'x44' in front of bar from building to end of patio area on south side of building.

SIDEWALK CAFE (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3412	Local Press Eatery	502 S. 8 <sup>th</sup> Street

III

Other Matters

Res. No. 32 - 20 - 21. By Alderpersons Wolf and Sorenson. June 1, 2020.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) that the 2019 Compliance Maintenance Annual Report (CMAR) has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2019 CMAR, which is attached to this resolution.

BE IT FURTHER RESOLVED: That the Sheboygan Regional Wastewater Treatment Facility received an "A" grade for each section of the 2019 CMAR, and require no further action by council.

BE IT FURTHER RESOLVED: That the 2019 CMAR be accepted and placed on file.

AW

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

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

## Influent Flow and Loading

### 1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	11.2340	x	169	x	8.34	=	15,855
February	9.8714	x	143	x	8.34	=	11,783
March	13.9820	x	98	x	8.34	=	11,450
April	15.9412	x	90	x	8.34	=	11,958
May	14.5912	x	90	x	8.34	=	10,932
June	12.2567	x	122	x	8.34	=	12,444
July	11.8670	x	114	x	8.34	=	11,309
August	10.3380	x	128	x	8.34	=	11,041
September	10.3719	x	130	x	8.34	=	11,235
October	16.8315	x	93	x	8.34	=	13,084
November	13.2741	x	117	x	8.34	=	12,975
December	13.8165	x	103	x	8.34	=	11,869

### 2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	25.2	x	90	=	22.68
		x	100	=	25.2
Design BOD, lbs/day	27940	x	90	=	25146
		x	100	=	27940

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
<b>Total Number of Points</b>					<b>0</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
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## 3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

## 4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

## 5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks                  Holding Tanks                  Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes  gallons

No

Holding Tanks

Yes  gallons

No

Grease Traps

Yes  gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

## 6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

# Compliance Maintenance Annual Report

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- Yes
- No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Hauled in food processing wastes and landfill leachate were accepted at the facility during 2019. These wastes are screened for expected contaminants to ensure protection of the facility.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
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## Effluent Quality and Plant Performance (BOD/CBOD)

### 1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	4	1	0	0
February	25	22.5	3	1	0	0
March	25	22.5	4	1	0	0
April	25	22.5	3	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	2	1	0	0
July	25	22.5	2	1	0	0
August	25	22.5	1	1	0	0
September	25	22.5	1	1	0	0
October	25	22.5	2	1	0	0
November	25	22.5	2	1	0	0
December	25	22.5	2	1	0	0

\* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
<b>Total number of points</b>			<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

### 2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

The facility does not have an effluent flow meter and reports influent flow only.

### 3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

No problems occurred that threatened treatment during the year.

### 4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

No

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

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If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- Yes
- No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- Yes
- No
- N/A

Please explain unless not applicable:

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

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## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	7	1	0	0
February	30	27	7	1	0	0
March	30	27	7	1	0	0
April	30	27	6	1	0	0
May	30	27	4	1	0	0
June	30	27	4	1	0	0
July	30	27	3	1	0	0
August	30	27	2	1	0	0
September	30	27	3	1	0	0
October	30	27	4	1	0	0
November	30	27	4	1	0	0
December	30	27	4	1	0	0

\* Equals limit if limit is <= 10

Months of Discharge/yr	12		
<b>Points per each exceedance with 12 months of discharge:</b>		<b>7</b>	<b>3</b>
Exceedances		0	0
Points		0	0
<b>Total Number of Points</b>			<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

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## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.527	1	0
February	.9	0.538	1	0
March	.9	0.459	1	0
April	.9	0.434	1	0
May	.9	0.376	1	0
June	.9	0.352	1	0
July	.9	0.423	1	0
August	.9	0.322	1	0
September	.9	0.378	1	0
October	.9	0.255	1	0
November	.9	0.188	1	0
December	.9	0.282	1	0
Months of Discharge/yr			12	
<b>Points per each exceedance with 12 months of discharge:</b>				<b>10</b>
Exceedances				0
<b>Total Number of Points</b>				<b>0</b>

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

--

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

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## Biosolids Quality and Management

### 1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

A small portion were distributed to the public during our open house and for use on our facility grounds. The majority of the material was purchased by a third party for use to enhance top soil and as a fertilizer. Biosolids from cleaning digester #8 was characterized and landfilled.

### 3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

#### Outfall No. 004 - EQ Dried Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41		5.83			<4.9		6.7		3.71	6.5			<7		0	0
Cadmium		39		.805			.69		.6		1.27	.85			.86		0	0
Copper		1500		363			460		436		448	555			441		0	0
Lead		300		21.6			30.4		29.4		23.6	37.9			34.5		0	0
Mercury		17		1.56			.38		.52		.442	.47			.51		0	0
Molybdenum	60		75	9.65			10.4		8.9		10.3	9.3			10.1	0		0
Nickel				31.3			34.6		26.2		31.9	27.2			25.4	0		0
Selenium				1.82			4.1		3.1		2.48	3.1			4.7	0		0
Zinc		2800		634			669		592		688	610			633		0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)

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- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

## 4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2019 - 02/28/2019
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2019 - 04/30/2019
Density:	8
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2019 - 06/30/2019
Density:	4
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge dryer

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Sheboygan Wastewater Treatment Plant

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Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2019 - 08/31/2019
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2019 - 10/31/2019
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2019 - 12/31/2019
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge dryer

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

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Outfall Number:	004
Method Date:	01/14/2019
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	95.50

Outfall Number:	004
Method Date:	04/08/2019
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.70

Outfall Number:	004
Method Date:	06/10/2019
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.80

Outfall Number:	004
Method Date:	08/12/2019
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	95.90

Outfall Number:	004
Method Date:	09/23/2019
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

Outfall Number:	004	0
Method Date:	12/09/2019	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	95.80	
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> &gt;= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> &lt; 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 5px;"> <p>No issues with biosolids management or treatment.</p> </div>		

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

## Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><li>● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/></li><li>○ No (40 points) <input type="checkbox"/><input type="checkbox"/></li></ul> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No (10 points)</li></ul> <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ Paper file system</li><li>○ Computer system</li><li>● Both paper and computer system</li><li>○ No (10 points)</li></ul>	0
<p>3. O&amp;M Manual</p> <p>3.1 Does your plant have a detailed O&amp;M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul>	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><li>○ Excellent</li><li>● Very good</li><li>○ Good</li><li>○ Fair</li><li>○ Poor</li></ul> <p>Describe your rating:</p>	

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

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The plant is well maintained, has adequate in line spares and there is the flexibility to take equipment off line without affecting the process. The staff has improved the documentation of repairs and inspections, and are using the information to better understand why repeat failures occur. We continuing to rebuild equipment throughout the facility and installed a new Electrical Switch Gear System in 2019. The replacement of the switch gear and regular rebuilding of older equipment has resulted in improved plant reliability and less breakdown repairs.

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

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## Operator Certification and Education

<p><b>1. Operator-In-Charge</b></p> <p>1.1 Did you have a designated operator-in-charge during the report year?</p> <ul style="list-style-type: none"> <li><input checked="" type="radio"/> Yes (0 points)</li> <li><input type="radio"/> No (20 points)</li> </ul> <p>Name: <input style="width: 150px;" type="text" value="Steve Jossart"/></p> <p>Certification No: <input style="width: 150px;" type="text" value="12990"/></p>	0																																																																																								
<p><b>2. Certification Requirements</b></p> <p>2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Sub Class</th> <th rowspan="2">SubClass Description</th> <th>WWTP</th> <th colspan="3">OIC</th> </tr> <tr> <th>Advanced</th> <th>OIT</th> <th>Basic</th> <th>Advanced</th> </tr> </thead> <tbody> <tr><td>A1</td><td>Suspended Growth Processes</td><td>X</td><td></td><td></td><td></td></tr> <tr><td>A2</td><td>Attached Growth Processes</td><td></td><td></td><td></td><td></td></tr> <tr><td>A3</td><td>Recirculating Media Filters</td><td></td><td></td><td></td><td></td></tr> <tr><td>A4</td><td>Ponds, Lagoons and Natural</td><td></td><td></td><td></td><td></td></tr> <tr><td>A5</td><td>Anaerobic Treatment Of Liquid</td><td></td><td></td><td></td><td></td></tr> <tr><td>B</td><td>Solids Separation</td><td>X</td><td></td><td></td><td></td></tr> <tr><td>C</td><td>Biological Solids/Sludges</td><td>X</td><td></td><td></td><td></td></tr> <tr><td>P</td><td>Total Phosphorus</td><td>X</td><td></td><td></td><td></td></tr> <tr><td>N</td><td>Total Nitrogen</td><td></td><td></td><td></td><td></td></tr> <tr><td>D</td><td>Disinfection</td><td>X</td><td></td><td></td><td></td></tr> <tr><td>L</td><td>Laboratory</td><td>X</td><td></td><td></td><td></td></tr> <tr><td>U</td><td>Unique Treatment Systems</td><td></td><td></td><td></td><td></td></tr> <tr><td>SS</td><td>Sanitary Sewage Collection</td><td>X</td><td>NA</td><td>NA</td><td>NA</td></tr> </tbody> </table> <p>2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2019; subclass SS is basic level only.)</p> <ul style="list-style-type: none"> <li><input checked="" type="radio"/> Yes (0 points)</li> <li><input type="radio"/> No (20 points)</li> </ul>	Sub Class	SubClass Description	WWTP	OIC			Advanced	OIT	Basic	Advanced	A1	Suspended Growth Processes	X				A2	Attached Growth Processes					A3	Recirculating Media Filters					A4	Ponds, Lagoons and Natural					A5	Anaerobic Treatment Of Liquid					B	Solids Separation	X				C	Biological Solids/Sludges	X				P	Total Phosphorus	X				N	Total Nitrogen					D	Disinfection	X				L	Laboratory	X				U	Unique Treatment Systems					SS	Sanitary Sewage Collection	X	NA	NA	NA	0
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<p><b>3. Succession Planning</b></p> <p>3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> One or more additional certified operators on staff</li> <li><input type="checkbox"/> An arrangement with another certified operator</li> <li><input type="checkbox"/> An arrangement with another community with a certified operator</li> <li><input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year</li> <li><input type="checkbox"/> A consultant to serve as your certified operator</li> <li><input type="checkbox"/> None of the above (20 points)</li> </ul> <p>If "None of the above" is selected, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0																																																																																								
<p><b>4. Continuing Education Credits</b></p>																																																																																									

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 300px;" type="text" value="Marty Halverson"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="(920) 459-3304"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 150px;" type="text"/></p>																	
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input style="width: 100px;" type="text" value="2019"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0																
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]																	
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input style="width: 100px;" type="text" value="2019"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																	
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>3.2.1 Ending Balance Reported on Last Year's CMAR</b></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 100%;" type="text" value="6,125,100.61"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="6,125,100.61"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="0.00"/></td> </tr> <tr> <td></td> <td style="text-align: right;">+</td> <td></td> </tr> </table>	<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	<input style="width: 100%;" type="text" value="6,125,100.61"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 100%;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 100%;" type="text" value="6,125,100.61"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 100%;" type="text" value="0.00"/>		+			
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	+																

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 6,125,100.61

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 1,745,725.00

0

Please note: If you had a CFWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

Yes

No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

Yes - If Yes, please provide major project information, if not already listed below.

No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Replacing/refurbishing primary and secondary clarifier drives. The plan is to replace each clarifier drive over the course of the next 4 - 5 years.	800000	2023
2	Fine bubble diffuser system maintenance and aeration basin repairs. The scope will also include the replacement of the beams supporting the walls in the anoxic and anaerobic zones.	900000	2022
3	Sanitary Sewer Lining Projects. The city of Sheboygan is setting aside money annually to line sanitary sewers in conjunction with street replacement projects over the next five years. The estimated cost is the total cost of the work over the next five years.	3000000	2023
4	Re-building/replacing secondary digester #6 floating cover.	450000	2020
5	Replacement aeration blower.	250000	2021
6	Influent Building HVAC Replacement.	300000	2021
7	Replace #3 Raw Influent Pump.	200000	2025
8	Screen/Scum Rejects System Upgrade	125000	2022
9	Bleach and Bisulfite Tank Replacement	250000	2024
10	Administrative Building HVAC Controls	200000	2024
11	Ferric Chloride Tank Replacement	150000	2025
12	Grit System Modifications	125000	2024

## 5. Financial Management General Comments

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## ENERGY EFFICIENCY AND USE

### 6. Collection System

#### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

#### COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	66,401	320
February	55,994	546
March	78,334	323
April	67,406	102
May	68,628	40
June	59,330	8
July	57,024	0
August	44,775	1
September	41,524	0
October	69,587	0
November	56,289	99
December	65,639	277
<b>Total</b>	<b>730,931</b>	<b>1,716</b>
<b>Average</b>	<b>60,911</b>	<b>191</b>

#### 6.1.2 Comments:

### 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

#### 6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

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Year:

By Whom:

Describe and Comment:

## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

We have plans to update some of the lift station pumps with VFD's in the next 5 - 10 years. We are working with Wisconsin Focus on Energy and are a member of DOE's Better Plants Program.

## 7. Treatment Facility

### 7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

#### TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	549,600	348.25	1,578	491.51	1,118	17,512
February	434,400	276.40	1,572	329.92	1,317	6,244
March	435,600	433.44	1,005	354.95	1,227	5,246
April	427,500	478.24	894	358.74	1,192	22,484
May	526,500	452.33	1,164	338.89	1,554	19,129
June	477,000	367.70	1,297	373.32	1,278	16,329
July	596,700	367.88	1,622	350.58	1,702	13,305
August	545,400	320.48	1,702	342.27	1,593	11,676
September	535,500	311.16	1,721	337.05	1,589	10,682
October	543,600	521.78	1,042	405.60	1,340	6,393
November	428,400	398.22	1,076	389.25	1,101	2,463
December	471,600	428.31	1,101	367.94	1,282	18,309
<b>Total</b>	<b>5,971,800</b>	<b>4,704.19</b>		<b>4,440.02</b>		<b>149,772</b>
<b>Average</b>	<b>497,650</b>	<b>392.02</b>	<b>1,315</b>	<b>370.00</b>	<b>1,358</b>	<b>12,481</b>

7.1.2 Comments:

### 7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control

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- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

## 7.2.2 Comments:

## 7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

## 8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

- Flared Off
- Building Heat
- Process Heat
- Generate Electricity
- Other:

## 9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:

By Whom:

Describe and Comment:

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<input type="checkbox"/> Part of the facility Year: <input type="text"/> By Whom: <input type="text"/> Describe and Comment: <input type="text"/>
---

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

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## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Provide the proper resources for effective system management, operation and maintenance.  
Improve sewer infrastructure through sewer replacement and lining.  
Eliminate sanitary sewer overflows.

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City of Sheboygan Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 

2016-12-05

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map

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- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- A description of routine operation and maintenance activities (see question 2 below)
- Capacity assessment program
- Basement back assessment and correction
- Regular O&M training

Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- Construction, Inspection, and Testing
- Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

- Responsible personnel communication procedures
- Response order, timing and clean-up
- Public notification protocols
- Training
- Emergency operation protocols and implementation procedures

Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

Special Studies Last Year (check only those that apply):

- Infiltration/Inflow (I/I) Analysis
- Sewer System Evaluation Survey (SSES)
- Sewer Evaluation and Capacity Management Plan (SECAP)
- Lift Station Evaluation Report
- Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	42.4	% of system/year
Root removal	1.0	% of system/year
Flow monitoring	75	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	2.6	% of system/year
Manhole inspections	42.4	% of system/year
Lift station O&M	55	# per L.S./year
Manhole rehabilitation	0.6	% of manholes rehabbed
Mainline rehabilitation	0.1	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

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Private sewer I/I removal  % of private services

River or water crossings  % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

Manhole inspections are estimated based off of sewer cleaning data. These inspections are now being tracked through our GIS system and we will have an inspection count going forward.

We have increased our reported miles of Sanitary Sewer which is now being calculated through our GIS system to provide a more accurate measurement.

### 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="50.95"/>	Total actual amount of precipitation last year in inches
<input type="text" value="32"/>	Annual average precipitation (for your location)
<input type="text" value="205.28"/>	Miles of sanitary sewer
<input type="text" value="5"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="1"/>	Number of sewer pipe failures
<input type="text" value="2"/>	Number of basement backup occurrences
<input type="text" value="36"/>	Number of complaints
<input type="text" value="12.88"/>	Average daily flow in MGD (if available)
<input type="text" value="16.83"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.01"/>	Basement backups (number/sewer mile)
<input type="text" value="0.18"/>	Complaints (number/sewer mile)
<input type="text" value="1.3"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

### 4. Overflows

#### LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED \*\*

Date	Location	Cause	Estimated Volume (MG)
None reported			

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

### 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

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Increased flow from storm water infiltration can increase flow to the plant by 3 - 4 times the average flow. During peak events, influent screening and grit removal may be bypassed for short periods of time.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Due to increased precipitation during 2019, the average flow rate to the plant was up approximately 2.0 MGD from average.

5.4 What is being done to address infiltration/inflow in your collection system?

The city continues to rehabilitate sewers and repair manholes each year to improve the integrity of the system.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

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Last Updated: Reporting For:

5/29/2020

2019

## Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>32</b>	<b>128</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

### Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

# Activity by Water/Waste Type - Summary

Orders Received Between 01/01/2019 - 12/31/2019

W/W Type	Total Trips	Total Ent Vo	Total Mtr Vol
Milk House	50	65400	81331
Gibsville Cheese	441	2289136	2249430
Residential Septage	2	7900	7437
Alliant Energy - Ash Water	1884	11232303	9973760
HT Dom Waste	906	3672203	3138273
HT NonDom Waste	2	6000	5605
Dried Biosolids	188	0	0
Non Domestic Other	1	5200	5208
ST Dom Waste	83	260380	220104
<b>Grand Totals</b>	<b>3557</b>	<b>17,538,522</b>	<b>15,681,148</b>

SEPTIC TANKS  
TOTAL = 260,380

HOLDING TANKS  
TOTAL = 3,678,203

## Annual Loading Summary - Daily Averages

Month	Inf Total Flow - MGD - Daily MGD	Carb Inf BOD mg/L	Inf BOD Load lbs/day	INF. SUS. SOL. mg/l	Inf TSS Load lbs/day	Inf Ammonia Nitrogen mgN/l	Inf Ammonia Load lbs/day	Inf Tot Phos mg/l	Inf Phos Load lbs/day	Prim Eff BOD MG/L	Prim Eff BOD Load lbs/day	Prim Eff. SUS. SOL. mg/l	Prim Eff TSS Load lbs/day
	6	OK 11	12	48	42	62	64	61	63	1111	1112	1148	1142
Jan 2019	11.234	169	15,349	344	39,510	19.63	1,992	3.9	359	107.0	10,196	58.9	5,461
Feb 2019	9.871	143	12,041	190	15,536	17.56	1,496	3.7	305	102.2	8,519	59.6	4,892
Mar 2019	13.982	98	10,493	149	14,546	12.47	1,702	2.9	291	89.9	10,287	56.3	6,456
Apr 2019	15.941	90	10,012	144	17,770	14.35	1,865	2.7	348	73.6	9,723	42.0	5,538
May 2019	14.591	90	10,407	209	25,322	14.06	1,682	2.9	350	72.9	9,022	45.8	5,545
Jun 2019	12.257	122	12,610	201	20,633	15.00	1,389	3.8	384	80.4	8,348	50.1	5,116
Jul 2019	11.867	114	12,043	245	23,817	19.14	1,801	4.5	430	81.9	7,959	42.7	4,293
Aug 2019	10.338	128	11,037	254	22,288	15.95	1,458	4.7	406	95.6	8,530	47.0	4,032
Sep 2019	10.372	130	11,520	249	21,680	20.18	1,702	4.6	399	83.5	7,285	46.4	4,009
Oct 2019	16.831	93	11,855	133	19,033	15.65	2,096	3.4	474	77.8	10,686	45.7	6,726
Nov 2019	13.274	117	14,248	162	17,814	16.75	1,847	3.6	394	86.2	9,134	51.1	5,689
Dec 2019	13.817	103	12,800	174	18,648	17.39	1,920	3.9	428	78.0	8,435	48.2	5,558
Minimum	9.871	90	10,012	133	14,546	12.47	1,389	2.7	291	72.9	7,285	42.0	4,009
Maximum	16.831	169	15,349	344	39,510	20.18	2,096	4.7	474	107.0	10,686	59.6	6,726
Average	12.865	116	12,035	205	21,383	16.51	1,746	3.7	381	85.8	9,010	49.5	5,276

Month	Prim Eff Tot Phos mg/l	Pri Eff Phos Load lbs/day	Eff cBOD mg/L	Eff cBOD Load lbs/day	Eff cBOD % Removal	EFF. SUS. SOL. mg/l	Eff TSS Load lbs/day	Eff TSS % Removal	Eff Ammonia Nitrogen mgN/L	Eff Ammonia Load lbs/day	Eff Ammonia % Removal	Eff Tot Phos mg/L	Eff Phos Load lbs/day	Eff Phos % Removal
	1152	1153	4021	4022	4025	4068	4042	4043	4121	4122	4123	4125	4126	4127
Jan 2019	3.4	314.3	3.8	368	97.4	7	640	96.8	1.10	111	94.51	0.5	49	86.2
Feb 2019	3.7	302.3	3.4	294	97.6	7	579	96.0	1.20	99	92.77	0.5	44	85.4
Mar 2019	2.8	297.2	3.9	517	93.0	7	843	92.3	2.44	288	78.99	0.5	50	81.2
Apr 2019	2.1	264.8	2.9	431	94.7	6	788	93.7	5.52	717	62.31	0.4	57	82.3
May 2019	1.8	224.3	2.1	266	97.2	4	502	97.1	2.14	263	84.23	0.4	46	86.4
Jun 2019	2.7	270.2	2.5	269	97.8	4	394	98.0	3.40	306	78.34	0.4	36	90.6
Jul 2019	3.1	299.7	2.4	238	98.0	3	292	98.7	0.72	135	93.30	0.4	42	89.9
Aug 2019	3.9	332.6	2.1	183	98.3	3	219	98.9	0.22	24	98.28	0.3	28	93.0
Sep 2019	3.7	319.3	2.1	176	98.4	3	252	98.8	0.63	55	96.41	0.4	33	91.9
Oct 2019	2.8	390.3	2.4	366	97.0	4	699	96.1	1.15	213	90.04	0.3	41	92.3
Nov 2019	2.8	308.0	2.7	319	97.8	4	424	97.5	0.37	43	97.56	0.2	21	94.7
Dec 2019	3.0	325.0	2.6	293	97.5	4	538	96.8	0.72	82	95.89	0.3	33	92.3
Minimum	1.8	224.3	2.1	176	93.0	3	219	92.3	0.22	24	62.31	0.2	21	81.2
Maximum	3.9	390.3	3.9	517	98.4	7	843	98.9	5.52	717	98.28	0.5	57	94.7
Average	3.0	304.0	2.7	310	97.1	5	514	96.7	1.63	195	88.55	0.4	40	88.9

### Annual Loading Summary - Daily Averages

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Aug 2019	3.9	332.6	2.1	183	98.3	3	219	98.9	0.22	24	98.28	0.322	28	93.0
Sep 2019	3.7	319.3	2.1	176	98.4	3	252	98.8	0.63	55	96.41	0.378	33	91.9
Oct 2019	2.8	390.3	2.4	366	97.0	4	699	96.1	1.15	213	90.04	0.255	41	92.3
Nov 2019	2.8	308.0	2.7	319	97.8	4	424	97.5	0.37	43	97.56	0.188	21	94.7
Dec 2019	3.0	325.0	2.6	293	97.5	4	538	96.8	0.72	82	95.89	0.282	33	92.3
Minimum	1.8	224.3	2.1	176	93.0	3	219	92.3	0.22	24	62.31	0.2	21	81.2
Maximum	3.9	390.3	3.9	517	98.4	7	843	98.9	5.52	717	98.28	0.5	57	94.7
Average	3.0	304.0	2.7	310	97.1	5	514	96.7	1.63	195	88.55	0.4	40	88.9

## Summary of Bi-Monthly Dried Biosolids Analysis For Year 2019

#004	Arsenic	Cadmium	Copper	Lead	Mercury	Molybdenum	Nickel	Selenium	Zinc	Total NH4-N	TKN	Total Phos.	Water Ext. Phos.	Tot. Rec. Potassium	Total Solids	Fecal Coliform
Sample Date	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(%)	(%)	(%)	(%)	(%)	(%)	(MPN/g TS)
01/14/2019	5.83	0.805	363	21.6	1.560	9.65	31.3	1.820	634	0.50	4.61	2.81	0.020	0.05	95.52	2
04/8/2019	< 4.90	0.690	460	30.4	0.380	10.40	34.6	4.100	669	0.51	4.09	3.76	0.023	0.10	97.66	8
6/10/2019	6.70	0.600	436	29.4	0.520	8.90	26.2	3.100	592	0.53	3.98	5.20	0.020	0.12	96.80	4
8/12/2019	3.71	1.270	448	23.6	0.442	10.30	31.9	2.480	688	0.57	3.42	2.05	0.035	0.06	95.94	2
9/23/2019	6.50	0.850	555	37.9	0.470	9.30	27.2	3.100	610	0.59	4.07	4.17	0.027	0.09	96.95	2
12/9/2019	< 7.00	0.860	441	34.5	0.510	10.10	25.4	4.700	633	0.43	4.57	3.76	0.038	0.08	95.77	3
Average	5.77	0.846	451	29.6	0.647	9.78	29.4	3.217	638	0.52	4.12	3.63	0.027	0.08	96.44	4

Silo	Fecal Coliform
Sample Date	(CFU/gTS)
01/14/2019	4
03/22/2019	5
6/10/2019	3
8/12/2019	2
09/23/2019	2
12/9/2019	2
Average	3

Laboratory Doing Analysis: Cardinal Environmental

Pace Analytical Service, Inc.

Environmental Science Corp.

	<b>Total Wastewater Electrical Cost \$</b>	<b>Total Lift Station Electrical Cost \$</b>	<b>Total Wastewater Natural Gas Cost \$</b>	<b>Total Lift Station Natural Gas Cost \$</b>	<b>Total Monthly Lift Station Electrical Usage kWh</b>	<b>Total Monthly Lift Station Natural Gas Usage Therms</b>
Jan-19	\$50,438.24	\$8,170.20	\$7,796.67	\$199.27	66,401	320
Feb-19	\$41,494.96	\$6,645.27	\$2,570.75	\$268.26	55,994	546
Mar-19	\$50,269.49	\$9,656.43	\$2,165.18	\$183.55	78,334	323
Apr-19	\$42,447.13	\$7,319.42	\$7,356.50	\$76.59	67,406	102
May-19	\$47,054.05	\$7,326.16	\$7,132.01	\$47.64	68,628	40
Jun-19	\$45,762.93	\$6,540.16	\$6,492.48	\$38.93	59,330	8
Jul-19	\$52,011.77	\$6,295.91	\$4,636.25	\$33.54	57,024	0
Aug-19	\$48,188.22	\$5,796.90	\$4,399.16	\$32.81	44,775	1
Sep-19	\$43,410.10	\$4,545.84	\$4,564.57	\$35.76	41,524	0
Oct-19	\$57,727.69	\$10,842.47	\$2,942.25	\$32.42	69,587	0
Nov-19	\$39,512.79	\$6,572.99	\$1,020.60	\$77.08	56,289	99
Dec-19	\$44,598.37	\$7,825.85	\$5,247.74	\$162.99	65,639	277

Month	# of Days	kWh	Avg kWh/Day	Cost	Electric Avg Cost/Day	Power Generated kWh	% of Power Generated	Total Power Consumed	# of Days	Therms	Avg Therms/Day
Jan-19	33	549,600	16,655	\$42,268.04	\$1,280.85	4,411	0.80%	554,011	29	17512.4	603.9
Feb-19	28	434,400	15,514	\$34,849.69	\$1,244.63	1,013	0.23%	435,413	29	6244.4	215.3
Mar-19	26	435,600	16,754	\$40,613.06	\$1,562.04	5,794	1.31%	441,394	31	5245.9	169.2
Apr-19	26	427,500	16,442	\$35,127.71	\$1,351.07	28,586	6.27%	456,086	30	22484.2	749.5
May-19	30	526,500	17,550	\$39,727.89	\$1,324.26	14,357	2.65%	540,857	29	19129.2	659.6
Jun-19	29	477,000	16,448	\$39,222.77	\$1,352.51	21,635	4.34%	498,635	32	16329.1	510.3
Jul-19	33	596,700	18,082	\$45,715.86	\$1,385.33	10,614	1.75%	607,314	30	13305.4	443.5
Aug-19	30	545,400	18,180	\$42,391.32	\$1,413.04	9,698	1.75%	555,098	29	11676.4	402.6
Sep-19	31	535,500	17,274	\$38,864.26	\$1,253.69	7,688	1.42%	543,188	32	10681.8	333.8
Oct-19	30	543,600	18,120	\$46,885.22	\$1,562.84	8,509	1.54%	552109	29	6393.2	220.5
Nov-19	28	428,400	15,300	\$32,939.80	\$1,176.42	0	0.00%	428400	30	2462.6	82.1
Dec-19	29	471,600	16,262	\$36,772.52	\$1,268.02	0	0.00%	471600	32	18309.2	572.2

III

Res. No. 33 - 20 - 21. By Alderpersons Wolf and Donohue.  
June 1, 2020.

A RESOLUTION authorizing the appropriate City officials to sign the Final Offer of the City of Sheboygan, with the attached Tentative Agreement, which document has been approved by Amalgamated Transit Union Local 998.

RESOLVED: That the Common Council hereby authorizes the appropriate City officials to sign the Final Offer of the City of Sheboygan, with the attached Tentative Agreement, a copy of which is attached hereto.

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

Transit

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

## Final Offer of the City of Sheboygan

June 2020

*The City proposes to maintain the provisions of the prior Agreement, with the exceptions as follows:*

- 1) Article I (Condition and Duration) – Amend line 40 to say “January 1<sup>st</sup>, 2020” and amend line 41 to say “December 31, 2022”. The length of the contract shall be three (3) years.
- 2) Article XXV (Base Pay) – The pay scales of employees shall be on the basis of the hourly rates as prescribed herein for the respective positions:
  - a. Increase to the base wage for Class A, B and C employees shall be **2.0%** for each of the contract.
    - i. Class A mechanics will further receive **\$0.50** per hour increase to the base wage in 2020 and **\$0.25** per hour increase to the base wage in 2021.
    - ii. Hostler position title changed to Maintenance Assistant starting in 2020.
  - b. Increase to the base wage for Class D and E employees shall be **8%** for 2020 and **2.0%** for each year thereafter of the contract.
    - i. Step 2 increases for Class D and E employees shall be **8%** for 2020 (\$16.20) and **2.0%** for each year thereafter of the contract.
    - ii. Amend tables starting on line 1508 to “3 years” for Step 2 for Class D/E Driver.

Position	2020 Class A, B, C – 2.0% Class D, E – 8% Mechanics – Additional \$0.50/hr.	2021 All Classes – 2.0% Mechanics – Additional \$0.25/hr.	2022 All Classes – 2.0%
Class A, B or C Driver	\$22.79	\$23.24	\$23.70
Class D or E Driver	\$14.58	\$14.87	\$15.17
Class D or E Driver (Step 2)	\$16.20	\$16.52	\$16.85
Mechanic	\$26.80	\$27.59	\$28.14
Maintenance Assistant (Hostler)	\$19.80	\$20.19	\$20.59

\*rounding may impact these hourly rates by +/- \$0.01-\$0.02.

- 3) Incorporate Tentative Agreement attached hereto.

Dated this \_\_\_\_\_, day of June, 2020.

On Behalf of the City of Sheboygan:

\_\_\_\_\_  
Transit Commission Chairperson

\_\_\_\_\_  
Transit & Parking Director

## TENTATIVE AGREEMENTS

- 1) Article XV (Holidays) – Remove lines 978-979. Amend line 1012 to “six (6) floating holidays”. Christmas Eve and New Year’s Eve will no longer be paid half-day holidays. Employees will receive an additional floating holiday to use throughout the year in accordance with Article XV.

Remove lines 991-999 and 1007-1009. Remove “and two (2) designated half-day holidays in Article XV” in lines 1001-1002. This language will become obsolete with the aforementioned change to contract language.

Add “All holiday’s count as time worked for overtime calculations. Floating holidays or all other paid time off does not count as time worked for overtime calculations” after lines 714.

- 2) Article XXII (Bereavement Pay) – Amend lines 1382-1383 to include “grandchild”.
- 3) Article XIV (Vacation) – Add “Maintenance staff may use vacation in two (2) hour increments as staffing permits” to line 945.
- 4) Article VI (Grievance Procedure) – In Section 2, add “Step 3: Failing to resolve the grievance in the second step, the steward shall within seven (7) working days of receipt of the department manager’s disposition present an appeal in writing and take up the matter with the Human Resources Director or his designated representative. The Director or his designated representative shall, within seven (7) working days of receipt of the grievance, record his disposition.”

Remove “If the parties in this step are unable to resolve the grievance the matter may be submitted to arbitration within fifteen (15) days as herein after provided for in this Agreement” in lines 234-235 and place after the proposed Step 3 language above.