

*****ATTACHMENTS*****



January 9, 2020

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Katy Glodosky (Property Owner) to be considered for appointment to the Harbor Centre Business Improvement District Board to fill a vacancy with the term expiring on 12/31/2021.

MICHAEL J. VANDERSTEEN, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

Hearing No. _____ - 19 - 20. January 20, 2020.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Class Suburban Office (SO):

Property located at 1108 South Wildwood Avenue (Parcel #59281215710) described as:

SEC 28 T15N R23E PART OF THE E 1/2 OF THE NE OF SEC 28, COM AT INTERSECT OF CEN OF WILDWOOD AVE WITH N LINE OF A 41.5' STRIP OF LAND LOCATED N OF & ADJACENT TO THE N R/W LINE OF C&NW RR, TH N 18 DEG E ALONG CEN OF SD AVE 290.9', TH N-70- DEG-W TO E LINE OF S. TAYLOR DR., TH SLY TO THE N LINE OF SD 41.5' STRIP, TH S-78-DEG- E ALONG N LINE OF SD STRIP TO BEG.

All interested persons will now be heard.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., January 20, 2020 in City Hall, 3rd Floor Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Urban Industrial (UI) to Suburban Office (SO):

Property located at 1108 South Wildwood Avenue (Parcel #59281215710) described as:

SEC 28 T15N R23E PART OF THE E 1/2 OF THE NE OF SEC 28,
COM AT INTERSECT OF CEN OF WILDWOOD AVE WITH N LINE OF A
41.5' STRIP OF LAND LOCATED N OF & ADJACENT TO THE N R/W
LINE OF C&NW RR, TH N 18 DEG E ALONG CEN OF SD AVE
290.9', TH N-70- DEG-W TO E LINE OF S. TAYLOR DR., TH SLY
TO THE N LINE OF SD 41.5' STRIP, TH S-78-DEG- E ALONG N
LINE OF SD STRIP TO BEG.

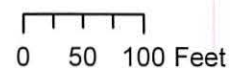
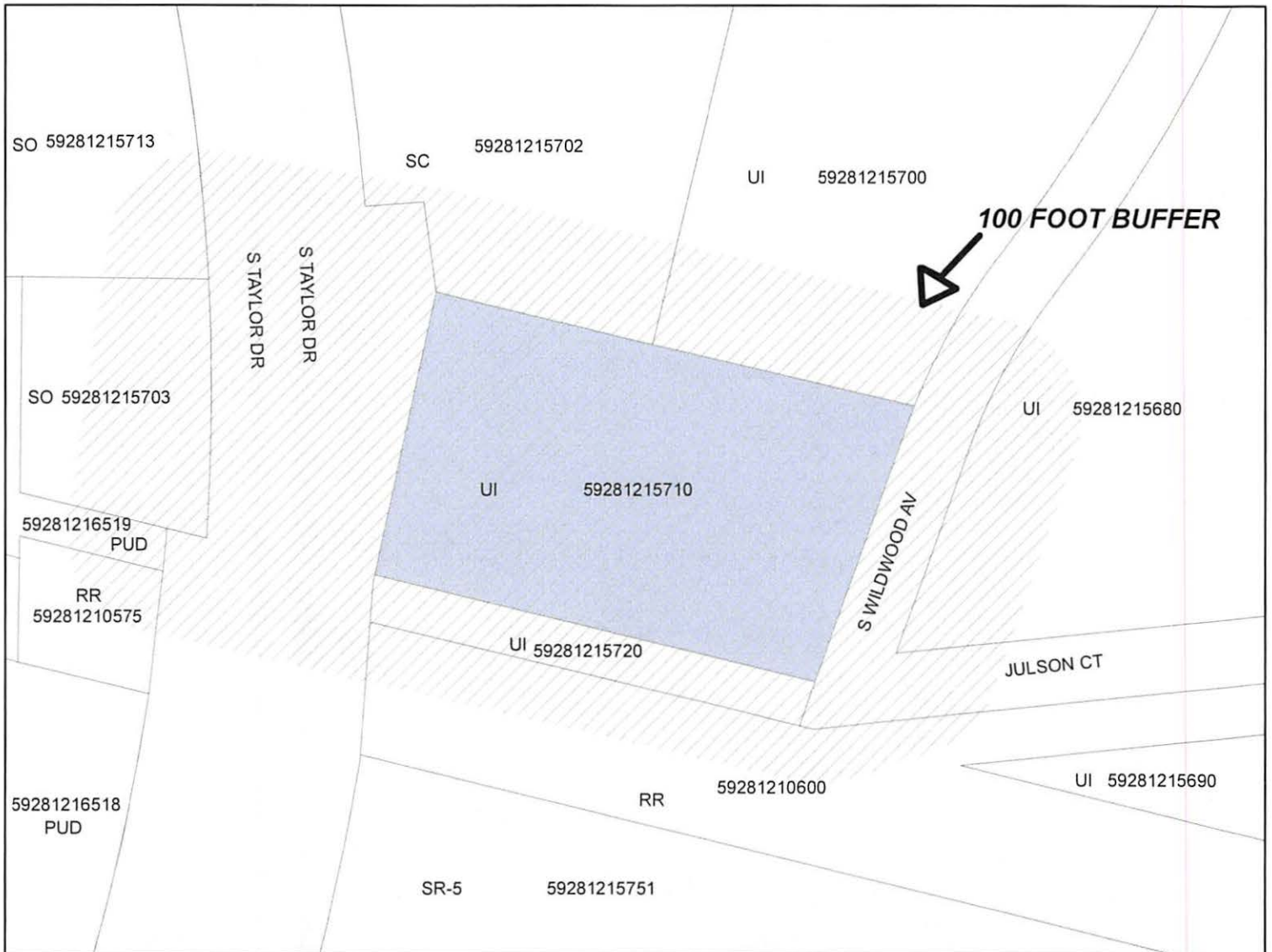
MEREDITH DEBRUIN
City Clerk



PROPOSED REZONE OF PARCEL NO. 59281215710 FROM URBAN INDUSTRIAL (UI) TO SUBURBAN OFFICE (SO)

TOWN: 15N RANGE: 23E SECTION: 28

SEC 28 T15N R23E PART OF THE E 1/2 OF THE NE OF SEC 28, COM AT INTERSECT OF CEN OF WILDWOOD AVE WITH N LINE OF A 41.5' STRIP OF LAND LOCATED N OF & ADJACENT TO THE N R/W LINE OF C&NW RR, TH N 18 DEG E ALONG CEN OF SD AVE 290.9', TH N-70- DEG-W TO E LINE OF S. TAYLOR DR., TH SLY TO THE N LINE OF SD 41.5' STRIP, TH S-78-DEG- E ALONG N LINE OF SD STRIP TO BEG.



CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

January 10, 2020

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan's Official Zoning Map at 6:00 P.M., January 20, 2020, in City Hall, 3rd Floor Council Chambers, 828 Center Avenue, Sheboygan, WI. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Class Suburban Office (SO):

Property located at 1108 South Wildwood Avenue (Parcel #59281215710) described as:

SEC 28 T15N R23E PART OF THE E 1/2 OF THE NE OF SEC 28, COM AT INTERSECT OF CEN OF WILDWOOD AVE WITH N LINE OF A 41.5' STRIP OF LAND LOCATED N OF & ADJACENT TO THE N R/W LINE OF C&NW RR, TH N 18 DEG E ALONG CEN OF SD AVE 290.9', TH N-70- DEG-W TO E LINE OF S. TAYLOR DR., TH SLY TO THE N LINE OF SD 41.5' STRIP, TH S-78-DEG- E ALONG N LINE OF SD STRIP TO BEG.

If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT AT 459-3377.**

Sincerely,

MEREDITH DEBRUIN, City Clerk

| PARCELID | SITEADDRESS | OWNERNAME1 | PSTLADDRESS | PSTLCITY | PSTLSTATE | PSTLZIP5 | PSTLZIP4 |
|-------------|--------------------|---|-----------------------|-------------|-----------|----------|----------|
| 59281215720 | | SCHUCHARDT, JOHN P | N7628 COUNTY ROAD H | ELKHORN | WI | 53121 | 2556 |
| 59281215702 | 919 S TAYLOR DR | ALDI INC | 9342 S 13TH ST | OAK CREEK | WI | 53154 | 4306 |
| 59281210600 | | UNION PACIFIC RR COMPANY | | OMAHA | NE | 68179 | |
| 59281215680 | 933 S WILDWOOD AVE | WIS PUBLIC SERVICE CORP | 933 S WILDWOOD AVE | SHEBOYGAN | WI | 53081 | 4710 |
| 59281215713 | 1004 S TAYLOR DR | MEALS ON WHEELS OF SHEBOYGAN COUNTY INC | 1004 S TAYLOR DR | SHEBOYGAN | WI | 53081 | 4773 |
| 59281215703 | 1018 S TAYLOR DR | LAKEVIEW BEVERAGES INC | N637 6 MILE RD | CEDAR GROVE | WI | 53013 | 1402 |
| 59281210575 | | UNION PACIFIC RR COMPANY | | OMAHA | NE | 68179 | |
| 59281215700 | | CITY OF SHEBOYGAN | 828 CENTER AVE | SHEBOYGAN | WI | 53081 | 4442 |
| 59281216519 | | CITY OF SHEBOYGAN, WISCONSIN | 828 CENTER AVE RM 205 | SHEBOYGAN | WI | 53081 | 4442 |

II

R. O. No. _____ - 19 - 20. By CITY CLERK. January 20, 2020.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATOR LICENSE (NEW)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|----------------------|--------------------------------------|
| 1470 | Alliant Energy | 4421 Tower Drive |
| 3320 | Jeremy G's Trees LLC | N6848 Meadowlark Rd, Sheboygan Falls |

TEMPORARY CLASS "B" LICENSE

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|------------------------------|---|
| 3059 | People to People | 3822 Main Avenue - One day event to be held 03/08/2020 at RCS - 1607 Geele Avenue in the cafeteria to include beer and wine. |
| 2947 | Sheboygan Leadership Academy | 1305 St. Clair Avenue - one day event to be held 02/29/2020 at RCS - 1607 Geele Avenue in the cafeteria/gym to include beer and wine. |

TRANSFER - PREMISES TO PREMISES (PERMANENT - UPDATED)

Craft 30 - License No. 3150 - premises description as follows: Craft beer bar with storage and sales on first and basement levels(updated to reflect removal of unconstructed patio space).

Consent

II

R. O. No. _____ - 19 - 20. By BOARD OF CONTRACTORS EXAMINERS.
January 20, 2020

Attached hereto we are submitting application for Building Contractor License already GRANTED:

44703

Nathan N Jacobson
1964 Sinclair Dr
De Pere, WI 54115-7530

General Contractor

Board of Contractors Examiners

Consent

VII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. January 20, 2020.

Your Committee to whom was referred pursuant to R. O. No. 124-19-20 by City Clerk submitting various license applications; recommends denying Taxicab Driver License [NEW] application No. 2008 (Bethany B. Garcia) based upon her record of violations related to the licensed activity and her history as a habitual law offender.

Consent

_____ 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

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. January 20, 2020.

Your Committee to whom was referred pursuant to R. O. No. 134-19-20 by City Clerk submitting various license applications; recommends granting the licenses:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------------------|--|
| 7290 | Bruinooge, Tarri L. | 1914A N. 9 th Street |
| 9261 | Bubb, Tyler S. | 2517 Erie Avenue |
| 2106 | Fenner, Robert T. | 2602 Eisner Avenue |
| 2406 | Gates, Shelly M. | 1911 N. 10 th Street |
| 5900 | Jarvi, Sheryl L. | 1223 Broadway Avenue |
| 3061 | Kertscher, Kyle J. | 547 Pine Ridge Ave, Howards Grove |
| 3060 | Koehler, Andrea R. | 2824 County Road Y |
| 1872 | Kraft, Benjamin A. | 1505A S. 8 th Street |
| 3048 | Olmsted, Michael N. | 444 Audubon Road, Kohler |
| 1760 | Rauwerdink, Jeremiah J. | 4625 Alyssa Lane |
| 3052 | Scott, Tara A. | 603 S. 14 th Street |
| 0353 | Teasdale, Ashley L. | 704 Broughton Drive Apt. 3 |
| 3056 | Thomas, Ieshia J. | 1048 Weeden Creek Road |
| 3066 | Van Sluys, Amanda A. | 3431 N. 10 th Street Apt. 721 |
| 3062 | Vollrath, Cassandra C. | 902 7 th Street #A, Kiel |
| 3058 | Wallner, Paige E. | 1313 Alabama Avenue |

MASSAGE ESTABLISHMENT (NEW) (December 31, 2020)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|----------------------|---------------------------------|
| 3436 | Carino Capelli Salon | 1508 N. 27 th Street |

Consent.

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|----------------------|--|
| 1982 | Bouchard, Robert P. | 819 Humboldt Avenue |
| 2753 | Cassel, Michael A. | 625 S. 14 th Street |
| 3057 | Hrabrich, Gregory H. | 1725 Lakeshore Drive, Cleveland |
| 2728 | Magritz, Alicia L. | 1345 16 th Avenue #5, Grafton |
| 2996 | Peters, Steven A. | 1909 N. 23 rd Street |

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. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. January 20, 2020.

Your Committee to whom was referred Res. No. 142-19-20 by Alderpersons Sorenson and Mitchell authorizing the chief of police to enter into a Mutual Assistance Agreement between the Sheboygan County Sherriff's Office and the Sheboygan Police Department regarding law enforcement services during the 2020 PGA Ryder Cup golf tournament; recommends adopting the Resolution.

Concud

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

5.4

Res. No. 142 - 19 - 20. By Alderpersons Sorenson and Mitchell.
January 6, 2020.

A RESOLUTION authorizing the chief of police to enter into a Mutual Assistance Agreement between the Sheboygan County Sheriff's Office and the Sheboygan Police Department regarding law enforcement services during the 2020 PGA Ryder Cup golf tournament.

RESOLVED: That the Chief of Police is hereby authorized to enter into the Sheboygan County Sheriff's Office Mutual Assistance Agreement, a copy of which is attached hereto.

*Ryder
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

SHEBOYGAN COUNTY SHERIFF'S OFFICE
MUTUAL ASSISTANCE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2020, by and between the **SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT**, (hereinafter "**LAW ENFORCEMENT AGENCY**"), and the **CITY OF SHEBOYGAN POLICE DEPARTMENT** (hereinafter the "**POLICE DEPARTMENT**").

WHEREAS, the 2020 PGA Ryder Cup golf tournament (hereinafter the "**EVENT**") will be held in the County of Sheboygan, Wisconsin, at the Whistling Straits golf course from September 22, 2020, through September 27, 2020, and

WHEREAS, the **LAW ENFORCEMENT AGENCY** requests the assistance of the law enforcement personnel of the **POLICE DEPARTMENT** to provide law enforcement services to the **LAW ENFORCEMENT AGENCY** during the **EVENT**, and

WHEREAS, the **POLICE DEPARTMENT** desires to provide assistance to the **LAW ENFORCEMENT AGENCY** at the **EVENT** as requested;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. **SCOPE OF SERVICES**. The **POLICE DEPARTMENT** agrees to provide law enforcement assistance to the **LAW ENFORCEMENT AGENCY** at the **EVENT** under the following terms:

A. **POLICE DEPARTMENT** shall provide police officers as needed from September 22 thru September 25, 2020 for the **EVENT** all as assigned by the **LAW ENFORCEMENT AGENCY**.

B. The scope of the work shall be in the nature of general law enforcement services such as, by way of illustration, spectator and player safety, crowd control, traffic and parking assistance, and communications assistance. No work shall be assigned which would require **POLICE DEPARTMENT** to be licensed as a private detective or private security person.

C. The **POLICE DEPARTMENT** personnel may make arrests or engage in activities to maintain public order and peace in any manner that is consistent with **LAW ENFORCEMENT AGENCY's** duties and policies for sworn on-duty law enforcement officers.

2. **NATURE OF AGREEMENT**.

A. This Agreement is a mutual assistance agreement pursuant to Wis. Stat. §§ 59.28, 66.0313, and 66.0513.

B. This Agreement is not an Agreement between the **LAW ENFORCEMENT AGENCY** and a private detective or private security person subject to regulation pursuant to Wis. Stat. § 440.26.

C. This Agreement authorizes **POLICE DEPARTMENT** law enforcement personnel to assist the **LAW ENFORCEMENT AGENCY** within Sheboygan County Wisconsin.

3. **COMPENSATION.** **POLICE DEPARTMENT** shall pay all wages and disability payments, pension and worker's compensation claims, damage to equipment and clothing, and medical expense arising from the law enforcement services provided by the **POLICE DEPARTMENT** pursuant to this agreement. Upon payment the **POLICE DEPARTMENT** shall submit reimbursement documentation to the **LAW ENFORCEMENT AGENCY** and shall be paid by the **LAW ENFORCEMENT AGENCY** within 30 days of the reimbursement submission from the **POLICE DEPARTMENT**.

4. **UNIFORMS.** **POLICE DEPARTMENT** law enforcement personnel shall wear their customary uniforms with a displayed badge and **POLICE DEPARTMENT** standard issued equipment.

5. **LIABILITY.** To the extent permitted by law, each party to this Agreement shall be liable for its own acts or omissions. Subject to Wis. Stat. §§ 895.35 and 895.46, the **LAW ENFORCEMENT AGENCY** shall indemnify, hold harmless, and defend **POLICE DEPARTMENT** against any and all liability, costs, damages, expenses, claims, or actions, including reasonable attorneys' fees, which **POLICE DEPARTMENT** may hereinafter sustain, incur, or be required to pay arising out of or by reason of any act or omission of **POLICE DEPARTMENT** or its personnel in the execution, performance, or failure to adequately perform under this Agreement.

6. **EMERGENCY REASSIGNMENT.** Notwithstanding the agreed staffing levels as set forth in Paragraph 1.A., in the event the Sheboygan Police Department encounters an emergency situation which would require reassignment of officers away from the **EVENT**, the Police Chief, in his sole discretion, may do so provided he gives the **LAW ENFORCEMENT AGENCY** as much notice of the reassignment as the notice of the emergency would allow.

7. **SOVEREIGN IMMUNITY.** By entering into this Agreement, the parties do not waive any governmental or sovereign immunity. Each party specifically retains all governmental immunities, defenses, and statutory limitations available to it as a sovereign or governmental entity pursuant to state law, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

8. **SEVERABILITY.** If any portion of this Agreement is found to be illegal, that portion of the Agreement shall be severed and the remainder of the Agreement shall remain in full force and effect.

9. **AMENDMENT.** This Agreement may be amended in writing by Agreement of both parties.

**SHEBOYGAN COUNTY SHERIFF'S
DEPARTMENT**

**CITY OF SHEBOYGAN POLICE
DEPARTMENT**

By: _____
Cory Roeseler
Sheriff

By: _____
Christopher Domagalski
Police Chief

Dated: _____

Dated: _____

(Signature page of Mutual Assistance Agreement between Sheboygan County Sheriff's Department and the City of Sheboygan Police Department)

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SHEBOYGAN COUNTY SHERIFF'S OFFICE
MUTUAL ASSISTANCE AGREEMENT

THIS AGREEMENT made this 7th day of January, 2020, by and between the **SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT**, (hereinafter "**LAW ENFORCEMENT AGENCY**"), and the **CITY OF SHEBOYGAN POLICE DEPARTMENT** (hereinafter the "**POLICE DEPARTMENT**").

WHEREAS, the 2020 PGA Ryder Cup golf tournament (hereinafter the "**EVENT**") will be held in the County of Sheboygan, Wisconsin, at the Whistling Straits golf course from September 22, 2020, through September 27, 2020, and

WHEREAS, the **LAW ENFORCEMENT AGENCY** requests the assistance of the law enforcement personnel of the **POLICE DEPARTMENT** to provide law enforcement services to the **LAW ENFORCEMENT AGENCY** during the **EVENT**, and

WHEREAS, the **POLICE DEPARTMENT** desires to provide assistance to the **LAW ENFORCEMENT AGENCY** at the **EVENT** as requested;

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A. This Agreement is a mutual assistance agreement pursuant to Wis. Stat. §§ 59.28, 66.0313, and 66.0513.

B. This Agreement is not an Agreement between the **LAW ENFORCEMENT AGENCY** and a private detective or private security person subject to regulation pursuant to Wis. Stat. § 440.26.

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3. **COMPENSATION.** **POLICE DEPARTMENT** shall pay all wages and disability payments, pension and worker's compensation claims, damage to equipment and clothing, and medical expense arising from the law enforcement services provided by the **POLICE DEPARTMENT** pursuant to this agreement. Upon payment the **POLICE DEPARTMENT** shall submit reimbursement documentation to the **LAW ENFORCEMENT AGENCY** and shall be paid by the **LAW ENFORCEMENT AGENCY** within 30 days of the reimbursement submission from the **POLICE DEPARTMENT**.

4. **UNIFORMS.** **POLICE DEPARTMENT** law enforcement personnel shall wear their customary uniforms with a displayed badge and **POLICE DEPARTMENT** standard issued equipment.

5. **LIABILITY.** To the extent permitted by law, each party to this Agreement shall be liable for its own acts or omissions. Subject to Wis. Stat. §§ 895.35 and 895.46, the **LAW ENFORCEMENT AGENCY** shall indemnify, hold harmless, and defend **POLICE DEPARTMENT** against any and all liability, costs, damages, expenses, claims, or actions, including reasonable attorneys' fees, which **POLICE DEPARTMENT** may hereinafter sustain, incur, or be required to pay arising out of or by reason of any act or omission of **POLICE DEPARTMENT** or its personnel in the execution, performance, or failure to adequately perform under this Agreement.

6. **EMERGENCY REASSIGNMENT.** Notwithstanding the agreed staffing levels as set forth in Paragraph 1.A., in the event the Sheboygan Police Department encounters an emergency situation which would require reassignment of officers away from the **EVENT**, the Police Chief, in his sole discretion, may do so provided he gives the **LAW ENFORCEMENT AGENCY** as much notice of the reassignment as the notice of the emergency would allow.

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8. **SEVERABILITY.** If any portion of this Agreement is found to be illegal, that portion of the Agreement shall be severed and the remainder of the Agreement shall remain in full force and effect.


9. **AMENDMENT.** This Agreement may be amended in writing by Agreement of both parties.

**SHEBOYGAN COUNTY SHERIFF'S
DEPARTMENT**

By: 
Cory Roeseler
Sheriff

Dated: 1-7-2020

**CITY OF SHEBOYGAN POLICE
DEPARTMENT**

By: 
Christopher Domagalski
Police Chief

Dated: 4/30/2020

(Signature page of Mutual Assistance Agreement between Sheboygan County Sheriff's Department and the City of Sheboygan Police Department)

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VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. January 20, 2020.

Your Committee to whom was referred Res. No. 143-19-20 by Alderpersons Wolf and Sorenson authorizing accepting a permanent limited easement (1113 Maryland Avenue - Northwest corner); recommends adopting the Resolution.

Consent

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

5.5

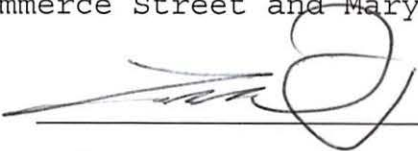
Res. No. 143- 19 - 20. By Alderpersons Wolf and Sorenson. January 6, 2020.


A RESOLUTION authorizing accepting a permanent limited easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to accept the attached Permanent Limited Easement, once properly executed, for the City to reconstruct a portion of Maryland Avenue and South Commerce Street at the following location:

Rockline Industries, Inc., 1113 Maryland Ave, Sheboygan, WI
(Northwest corner - South Commerce Street and Maryland Avenue)

Public Works
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

PERMANENT LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1552 04/2016 (replaces lpa1552 08/2011) Ch. 84 Wis. Stats.

THIS EASEMENT, made by **ROCKLINE INDUSTRIES, INC.**, a Wisconsin corporation, **GRANTOR**, conveys a permanent limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, **GRANTEE**, for the sum of **One dollar (\$1.00)** and other valuable consideration for the purpose of the improvement of the **Northwest corner of the Maryland Avenue and South Commerce Street intersection**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281504020

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
)
) ss.
)
) County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

This instrument was drafted by:
Michael P. Bom, WI PLS S-2984
City of Sheboygan

Accepted By: **CITY OF SHEBOYGAN**

Michael Vandersteen
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2019, the above named Michael Vandersteen, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

Exhibit "A"

Permanent Limited Easement Legal Description for part of Parcel 59281504020

A part of Lot 12 of Block 215 of the Original Plat of the City of Sheboygan, recorded in Volume 1 of Plats on Page 1 as document ORIGPLAT, located in part of Government Lot 2 in Section 26, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Southeast corner of said Lot 12, thence Westerly along the South line of said Lot 12, a distance of 15.66 feet; thence Northeasterly, a distance of 17.15 feet to a point on the East line of said Lot 12 which is 11.95 feet Northwesterly of the Southeast corner of said Lot 12; thence Southeasterly along said East line, a distance of 11.95 feet to the Southeast corner of said Lot 12 and the Point of Beginning for this description.

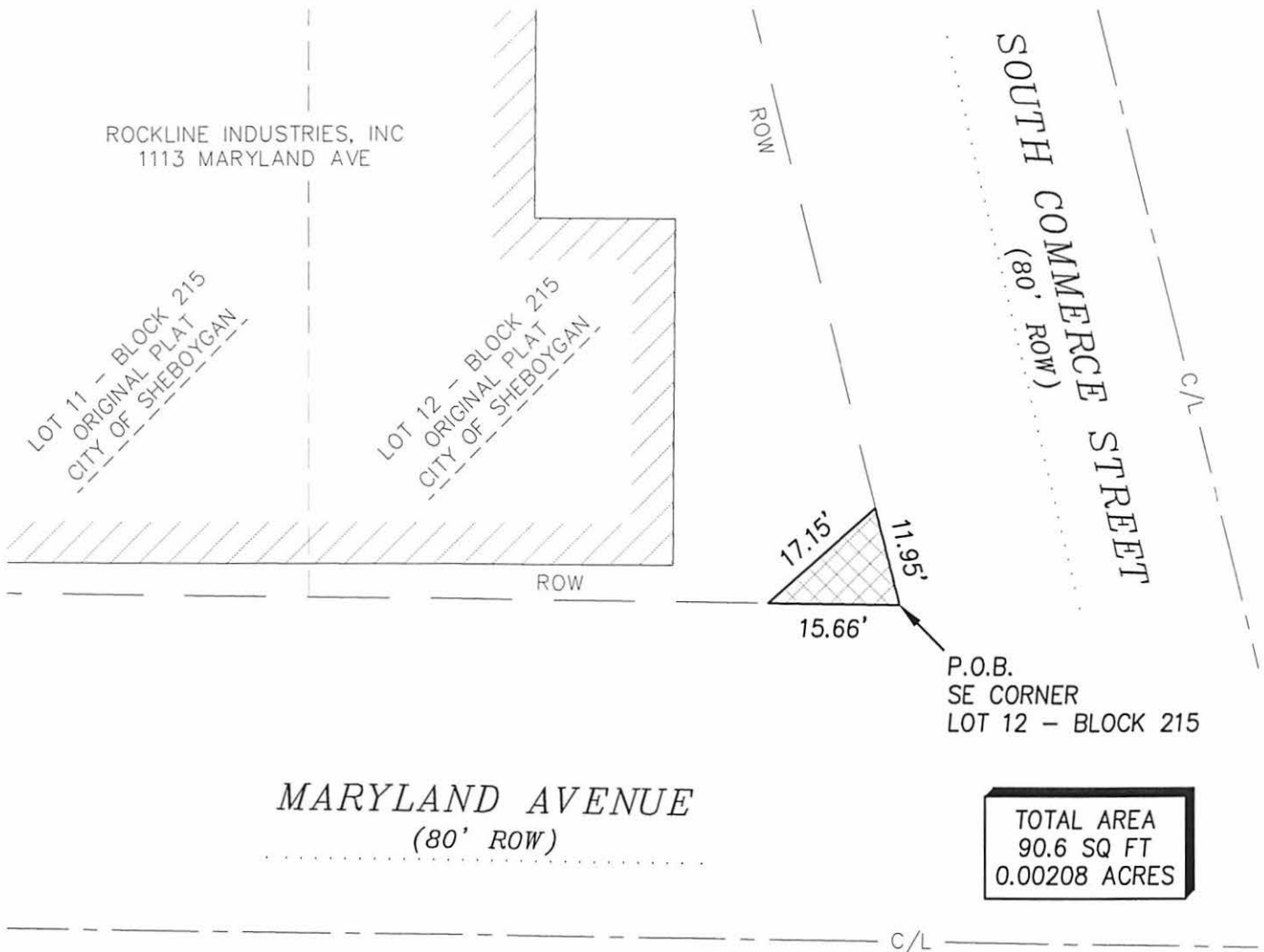
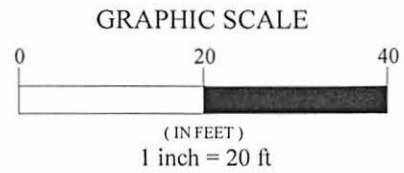
The lands described above contain 0.00208 acres (90.6 square feet) of land, more or less.

End of description.

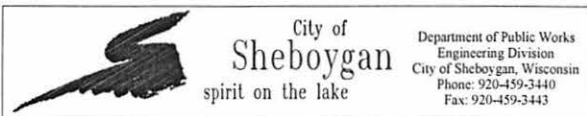
EXHIBIT "B"

PERMANENT LIMITED EASEMENT

PART OF LOT 12 OF BLOCK 215
 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
 LOCATED IN PART OF GOVERNMENT LOT 2 IN
 SECTION 26, TOWN 15 NORTH - RANGE 23 EAST,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/31/19



EASEMENT CREATED FOR:
 RYAN SAZAMA, CITY ENGINEER
 CITY OF SHEBOYGAN
 DEPARTMENT OF PUBLIC WORKS
 2026 NEW JERSEY AVENUE
 SHEBOYGAN, WI 53081

PARENT PARCEL ID:
 PART OF 59281504020

SHEET 4 OF 4 SHEETS

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. January 20, 2020.

Your Committee to whom was referred Res. No. 144-19-20 by Alderpersons Wolf and Sorenson authorizing accepting a temporary limited easement (1137 Illinois Avenue - Sheboygan Paper Box); recommends adopting the Resolution.

Consent

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

5.6

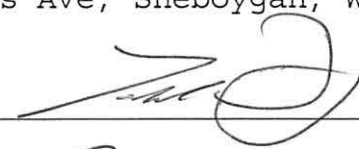
Res. No. 144- 19 - 20. By Alderpersons Wolf and Sorenson. January 6, 2020.

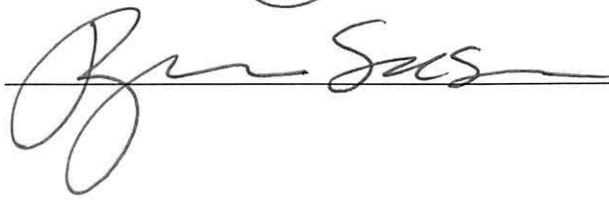
A RESOLUTION authorizing accepting a temporary limited easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to accept the attached Temporary Limited Easement, once properly executed, for the City to reconstruct a portion of South 11th Street and Illinois Avenue at the following location:

Sheboygan Paper Box Co, 1137 Illinois Ave, Sheboygan, WI

Public works
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

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by **SHEBOYGAN PAPER BOX CO.**, a Wisconsin corporation, GRANTOR, conveys a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollars (\$1.00)** and other valuable consideration for the purpose of the improvement of **South 11th Street and Illinois Avenue**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281506060

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
) ss.
_____) County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

Accepted By: **CITY OF SHEBOYGAN**

Michael Vandersteen
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2019, the above named Michael Vandersteen, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

Exhibit "A"

**Temporary Limited Easement
Legal Description
for part of Parcel 59281506060**

A part of Lot 1 of Block 245 of the Original Plat of the City of Sheboygan, recorded in Volume 1 of Plats on Page 1 as document ORIGPLAT, located in part of Government Lot 2 in Section 26, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at Northeast corner of said Lot 1, thence Southerly along the East line of said Lot 1, a distance of 26.98 feet;
thence Westerly along a line parallel with the North line of said Lot 1, a distance of 33.58 feet;
thence Northerly along a line parallel with said East line, a distance of 18.43 feet;
thence Westerly along a line parallel with said North line, a distance of 22.33 feet;
thence Northerly along a line parallel with said East line, a distance of 8.55 feet to said North line;
thence Easterly along said North line, a distance of 55.92 feet to said Northeast corner of Lot 1 and the Point of Beginning for this description.

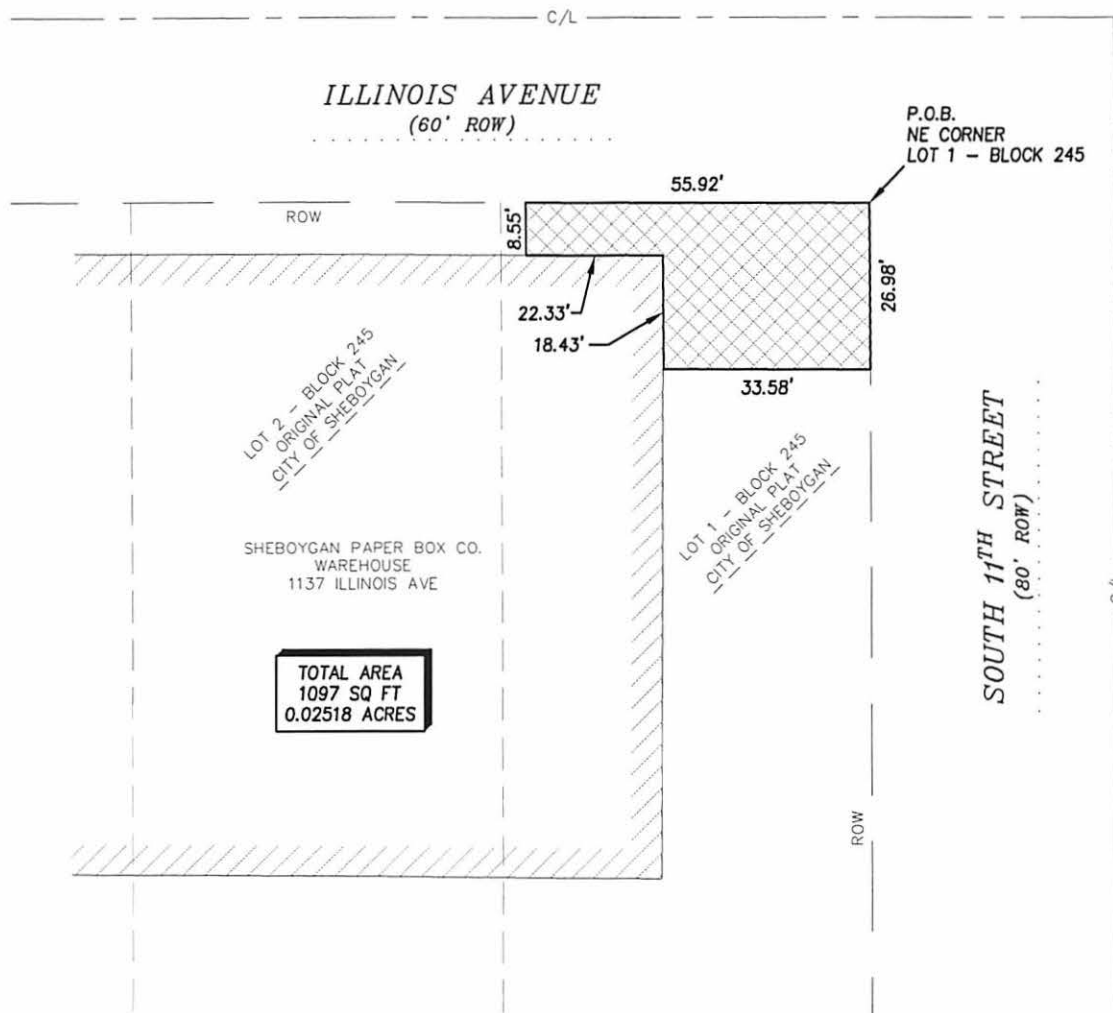
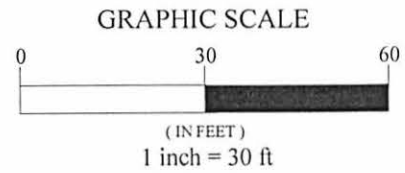
The lands described above contain 0.02518 acres (1,097 square feet) of land, more or less.

End of description.

EXHIBIT "B"

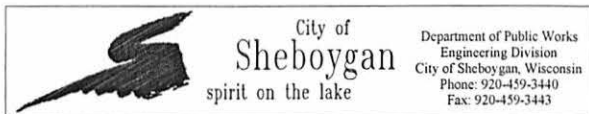
TEMPORARY LIMITED EASEMENT

PART OF LOT 1 OF BLOCK 245
 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
 LOCATED IN PART OF GOVERNMENT LOT 2 IN
 SECTION 26, TOWN 15 NORTH - RANGE 23 EAST,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



EASEMENT CREATED FOR:
 RYAN SAZAMA, CITY ENGINEER
 CITY OF SHEBOYGAN
 DEPARTMENT OF PUBLIC WORKS
 2026 NEW JERSEY AVENUE
 SHEBOYGAN, WI 53081

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/28/19



PARENT PARCEL ID:
 PART OF 59281506060

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. January 20, 2020.

Your Committee to whom was referred Res. No. 145-19-20 by Alderpersons Wolf and Sorenson authorizing accepting a temporary limited easement (1009 South 11th Street - Warehouse location); recommends adopting the Resolution.

Consent

_____ 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

5.7


Res. No. 145 - 19 - 20. By Alderpersons Wolf and Sorenson. January 6, 2020.


A RESOLUTION authorizing accepting a temporary limited easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to accept the attached Temporary Limited Easement, once properly executed, for the City to reconstruct a portion of Illinois Avenue and South 11th Street at the following location:

Waveland Holdings, LLC, 1009 South 11th Street, Sheboygan, WI
(Warehouse location)

Public works
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

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by **WAVELAND HOLDINGS, LLC**, a Wisconsin limited liability company, **GRANTOR**, conveys a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, **GRANTEE**, for the sum of **One dollars (\$1.00)** and other valuable consideration for the purpose of the improvement of **Illinois Avenue and South 11th Street**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281505960

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
) ss.
County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

Accepted By: **CITY OF SHEBOYGAN**

Michael Vandersteen
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2019, the above named Michael Vandersteen, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

Exhibit "A"

Temporary Limited Easement Legal Description for part of Parcel 59281505960

A part of Lots 3, 4, 5, and 6 of Block 244 of the Original Plat of the City of Sheboygan, recorded in Volume 1 of Plats on Page 1 as document ORIGPLAT, located in part of Government Lot 2 in Section 26, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 6, thence Easterly along the North line of said Lots 3, 4, 5, and 6, a distance of 239.96 feet to the Northeast corner of said Lot 3;
thence Southerly along the East line of said Lot 3, a distance of 21.00 feet;
thence Westerly along a line parallel with said North line, a distance of 239.92 feet to the West line of said Lot 6;
thence Northerly along said West line, a distance of 21.00 feet to said Northwest corner and the Point of Beginning for this description.

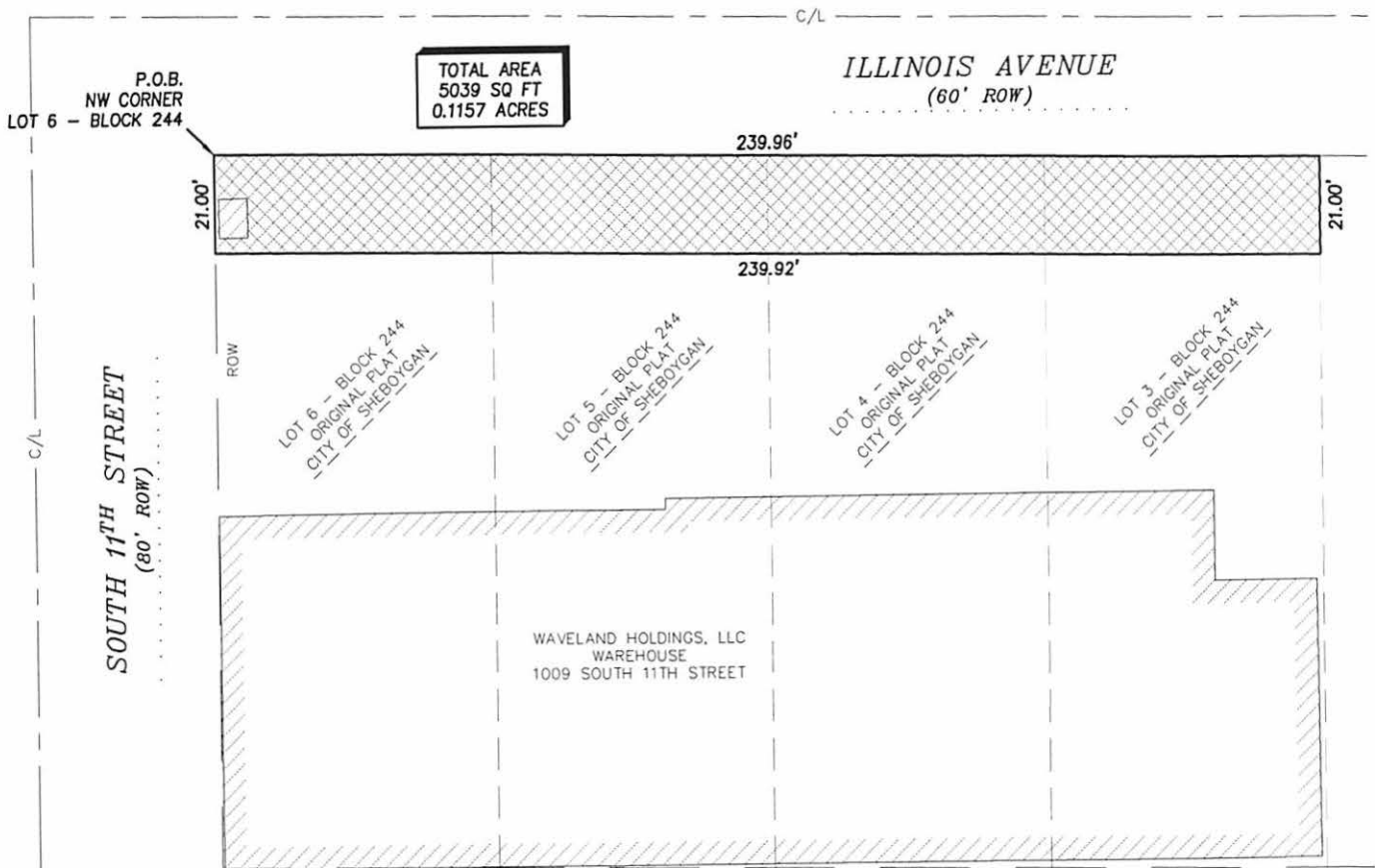
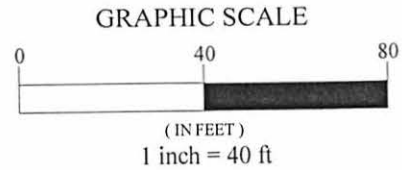
The lands described above contain 0.1157 acres (5,039 square feet) of land, more or less.

End of description.

EXHIBIT "B"

TEMPORARY LIMITED EASEMENT

PART OF LOTS 3, 4, 5, AND 6 OF BLOCK 244
 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
 LOCATED IN PART OF GOVERNMENT LOT 2 IN
 SECTION 26, TOWN 15 NORTH - RANGE 23 EAST,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



EASEMENT CREATED FOR:
 RYAN SAZAMA, CITY ENGINEER
 CITY OF SHEBOYGAN
 DEPARTMENT OF PUBLIC WORKS
 2026 NEW JERSEY AVENUE
 SHEBOYGAN, WI 53081

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/31/19

City of
Sheboygan
spirit on the lake

Department of Public Works
 Engineering Division
 City of Sheboygan, Wisconsin
 Phone: 920-459-3440
 Fax: 920-459-3443

PARENT PARCEL ID:
 PART OF 59281505960

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. January 20, 2020.

Your Committee to whom was referred Res. No. 146-19-20 by Alderpersons Wolf and Sorenson authorizing accepting a temporary limited easement (1113 Maryland Avenue - Northwest corner); recommends adopting the Resolution.

Consent

_____ 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

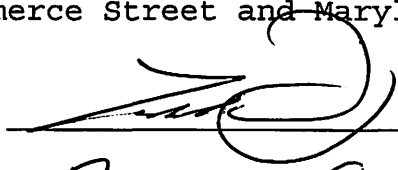
Res. No. 146 - 19 - 20. By Alderpersons Wolf and Sorenson. January 6, 2020.

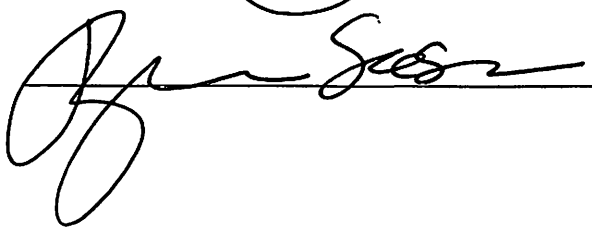
A RESOLUTION authorizing accepting a temporary limited easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to accept the attached Temporary Limited Easement, once properly executed, for the City to reconstruct a portion of Maryland Avenue and South Commerce Street at the following location:

Rockline Industries, Inc., 1113 Maryland Ave, Sheboygan, WI
(Northwest corner - South Commerce Street and Maryland Avenue)

Public Works
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

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by **ROCKLINE INDUSTRIES, INC.**, a Wisconsin corporation, GRANTOR, conveys a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar (\$1.00)** and other valuable consideration for the purpose of the improvement of **Maryland Avenue and South Commerce Street**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281504020

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
) ss.
County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

Accepted By: CITY OF SHEBOYGAN

Michael Vandersteen
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2019, the above named Michael Vandersteen, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

Exhibit "A"

Temporary Limited Easement Legal Description for part of Parcel 59281504020

A part of Lot 12 of Block 215 of the Original Plat of the City of Sheboygan, recorded in Volume 1 of Plats on Page 1 as document ORIGPLAT, located in part of Government Lot 2 in Section 26, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast corner of said Lot 12, thence Westerly along the South line of said Lot 12, a distance of 15.66 feet to the Point of Beginning;
thence continuing Westerly along said South line, a distance of 11.51 feet;
thence Northerly along a line perpendicular to said South line, a distance of 20.00 feet;
thence Northeasterly along a line perpendicular to the East line of said Lot 12, a distance of 21.27 feet to said East line;
thence Southeasterly along said East line, a distance of 14.24 feet to a point 11.95 feet Northwesterly of the Southeast corner of said Lot 12;
thence Southwesterly, a distance of 17.15 feet to a point 15.66 feet Westerly of the Southeast corner of said Lot 12 and the Point of Beginning for this description.

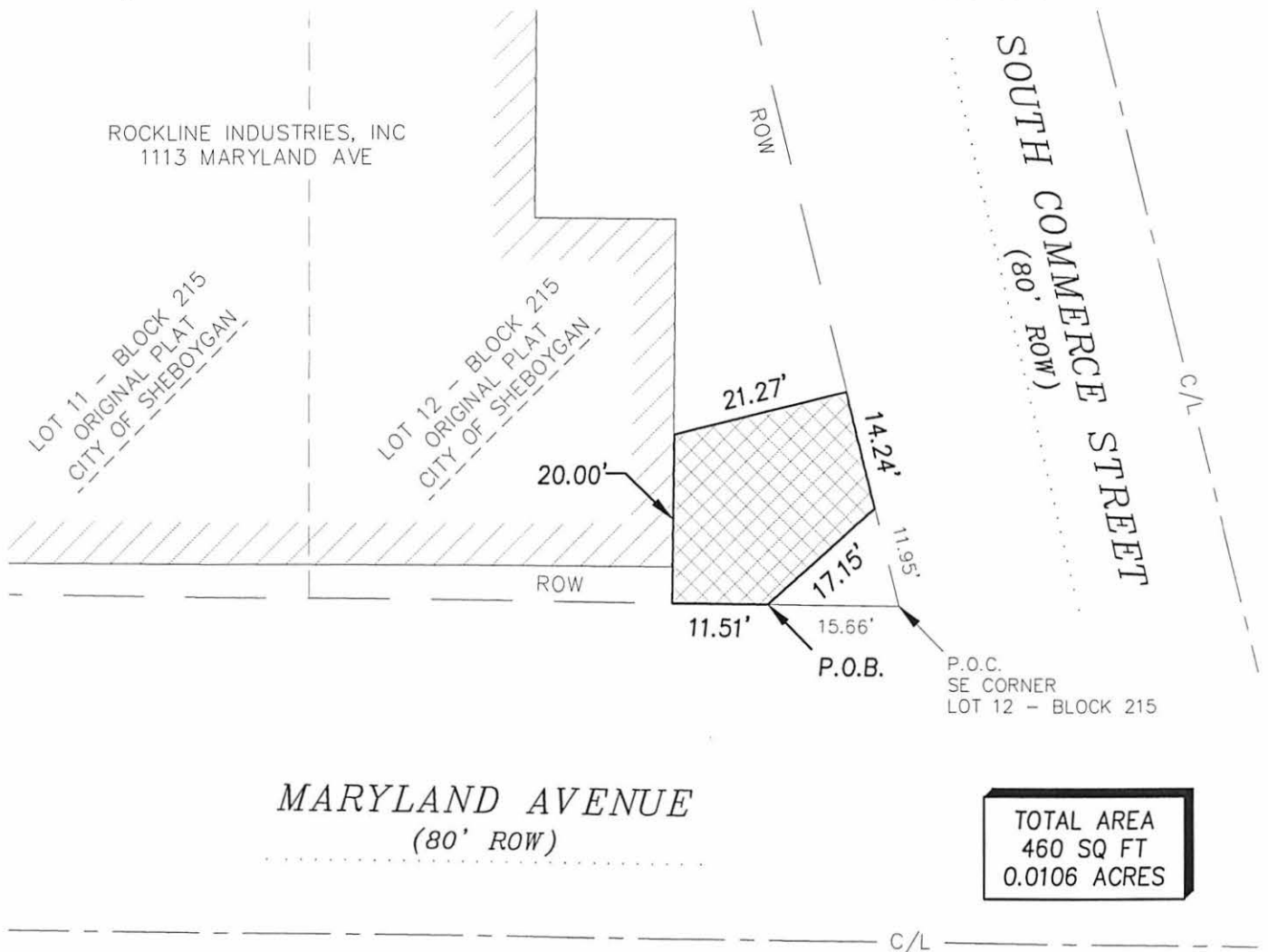
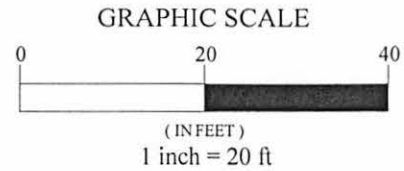
The lands described above contain 0.0106 acres (460 square feet) of land, more or less.

End of description.

EXHIBIT "B"

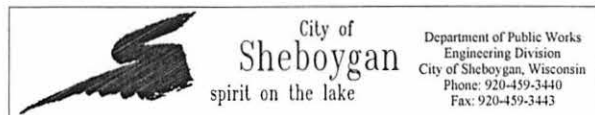
TEMPORARY LIMITED EASEMENT

PART OF LOT 12 OF BLOCK 215
 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
 LOCATED IN PART OF GOVERNMENT LOT 2 IN
 SECTION 26, TOWN 15 NORTH - RANGE 23 EAST,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



| |
|---|
| TOTAL AREA 460 SQ FT 0.0106 ACRES |
|---|

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/31/19



EASEMENT CREATED FOR:
 RYAN SAZAMA, CITY ENGINEER
 CITY OF SHEBOYGAN
 DEPARTMENT OF PUBLIC WORKS
 2026 NEW JERSEY AVENUE
 SHEBOYGAN, WI 53081

PARENT PARCEL ID:
 PART OF 59281504020

SHEET 4 OF 4 SHEETS

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. January 20, 2020.

Your Committee to whom was referred Res. No. 147-19-20 by Alderpersons Wolf and Sorenson authorizing accepting a temporary limited easement (1113 Maryland Avenue - South 11th Street); recommends adopting the Resolution.

consent.

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. 147- 19 - 20. By Alderpersons Wolf and Sorenson. January 6, 2020.

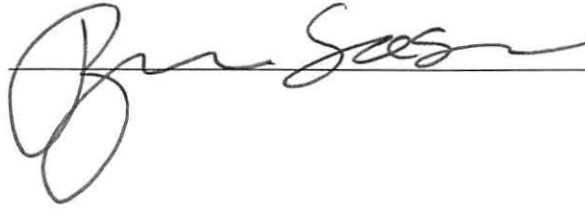
A RESOLUTION authorizing accepting a temporary limited easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to accept the attached Temporary Limited Easement, once properly executed, for the City to reconstruct a portion of South 11th Street, Illinois Avenue, and Maryland Avenue at the following location:

Rockline Industries, Inc., 1113 Maryland Ave, Sheboygan, WI
(South 11th Street (Illinois to Maryland) building location)

Public works
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

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by **ROCKLINE INDUSTRIES, INC., a/k/a Rockline, Inc. and Rockline Industries**, a Wisconsin corporation, GRANTOR, conveys a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar (\$1.00)** and other valuable consideration for the purpose of the improvement of **South 11th Street, Illinois Avenue, and Maryland Avenue**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281505610 &
Part of 59281504020

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
)
) ss.
)
) County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

This instrument was drafted by:
Michael P. Bom, WI PLS S-2984
City of Sheboygan

Accepted By: CITY OF SHEBOYGAN

Michael Vandersteen
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2019, the above named Michael Vandersteen, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

Exhibit "A"

Temporary Limited Easement Legal Description for part of Parcels 59281505610 and 59281504020

A part of Lots 1 and 12 of Block 229, part of the vacated 18 foot wide alley in Block 229, part of the vacated North 20 feet of Illinois Avenue adjacent to Block 229, and part of the vacated Maryland Avenue adjacent to Blocks 229 and 216, all being part of the Original Plat of the City of Sheboygan, recorded in Volume 1 of Plats on Page 1 as document ORIGPLAT, located in part of Government Lot 2 in Section 26, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

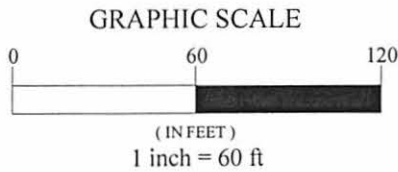
Beginning at the Southeast corner of said Lot 12 of Block 229, thence Southerly along the Southerly extension of the East line of said Lot 12 of Block 229, a distance of 20.00 feet to the South line of said vacated North 20 feet of Illinois Avenue;
thence Westerly along said South line, a distance of 7.00 feet;
thence Northerly along a line parallel with said Southerly extension, a distance of 20.00 feet to the South line of said Lot 12 of Block 229;
thence Northerly along a line parallel with said East line of Lot 12 of Block 229, a distance of 151.78 feet to the South line of said vacated alley;
thence Northerly, across said vacated alley, along a line parallel with the Northerly extension of said East line of Lot 12 of Block 229, a distance of 18.00 feet to a point on the North line of said vacated alley which is 7.00' West of the Southeast corner of said Lot 1 of Block 229;
thence Northerly along a line parallel with the East line of said Lot 1 of Block 229, a distance of 151.78 feet to the North line of said Lot 1 of Block 229;
thence Northerly, across said vacated Maryland Avenue, along a line parallel with the Northerly extension of said East line of Lot 1 of Block 229, a distance of 80.00 feet to a point on the South line of Lot 12 of Block 216 which is 7.00 feet West of the Southeast corner of said Lot 12 of Block 216;
thence Easterly along said South line of Lot 12 of Block 216, a distance of 7.00 feet to said Southeast corner of Lot 12 of Block 216;
thence Southerly, across said vacated Maryland Avenue, along the Northerly extension of said East line of Lot 1 of Block 229, a distance of 80.00 feet to the Northeast corner of said Lot 1 of Block 229;
thence Southerly along said East line of Lot 1 of Block 229, a distance of 151.75 feet to the Southeast corner of said Lot 1 of Block 229;
thence Southerly, across said vacated alley, along the Northerly extension of said East line of Lot 12 of Block 229, a distance of 18.00 feet to the Northeast corner of said Lot 12 of Block 229;
thence Southerly along the East line of said Lot 12 of Block 229, a distance of 151.75 feet to the Southeast corner of said Lot 12 of Block 229 and the Point of Beginning for this description.

The above described lands contain 0.06774 acres (2,951 square feet) of land, more or less.

End of description.

EXHIBIT "B" TEMPORARY LIMITED EASEMENT

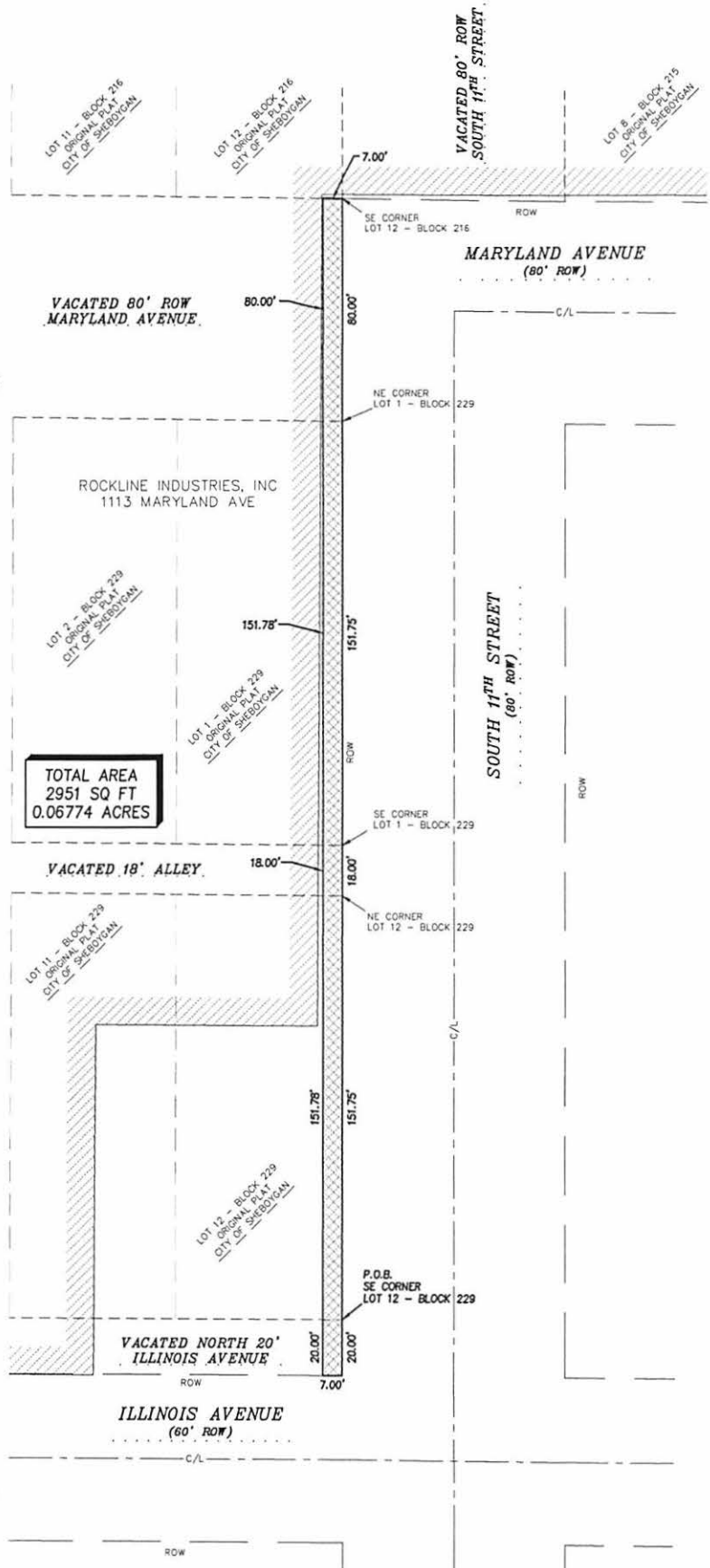
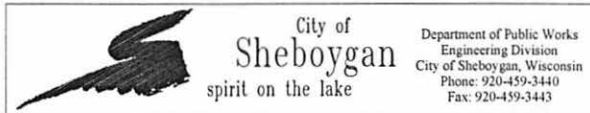
PART OF LOTS 1 AND 12 OF BLOCK 229,
PART OF THE VACATED 18 FOOT ALLEY IN BLOCK 229,
PART OF THE VACATED NORTH 20 FEET OF ILLINOIS
AVENUE ADJACENT TO BLOCK 229, PART OF THE
VACATED MARYLAND AVENUE ADJACENT TO BLOCKS
229 AND 216, ALL PART OF THE ORIGINAL PLAT OF THE
CITY OF SHEBOYGAN LOCATED IN PART OF
GOVERNMENT LOT 2 IN SECTION 26,
TOWN 15 NORTH - RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



EASEMENT CREATED FOR:
RYAN SAZAMA, CITY ENGINEER
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281505610
PART OF 59281504020

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/31/19



VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. January 20, 2020.

Your Committee to whom was referred Res. No. 148-19-20 by Alderpersons Wolf and Sorenson authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.; recommends adopting the Resolution.

Consent

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

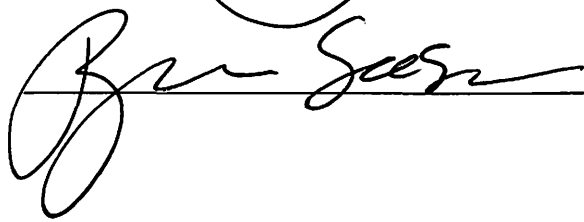
Res. No. 148 - 19 - 20. By Alderpersons Wolf and Sorenson.
January 6, 2020.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2020 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the City of Sheboygan.

Public
works
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

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 30 acres of tillable land located within certain agricultural property described as follows:

| | | |
|-------------|--------------------------------------|---|
| 59281470988 | S 1/2 OF S.W. S.W., Sec. 10 | 59281-470988/470989/ <u>472509 & 472510</u> Parcel Ident. No. |
| 59281470989 | S 1/2 of S.E. S.W., Sec. 10 | |
| 59281472509 | W 1/2 of N.W. S.E., Sec. 10 | |
| 59281472510 | N 1/2 of W 1/2 of S.W. S.E., Sec. 10 | |

All in T.14N., R.23E., City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2020 through December 31, 2020.

3. That the total rental rate for this parcel of land for 2020 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2020.

4. That the **LESSEE** shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least thirty (30) days written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of _____, 2020.

LESSEE

BY: _____
David L. Gartman

Dated this ____ day of _____, 2020.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2020.

Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res. No.
_____-19-20.

VII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. January 20, 2020.

Your Committee to whom was referred Gen. Ord. No. 40-19-20 by Alderpersons Wolf and Sorenson re-establishing the bulkhead line along a portion of Broughton Drive north of the Sheboygan River in the City of Sheboygan; recommends filing the Ordinance.

Consent

_____ 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

~~A~~

73

Gen. Ord. No. 40 - 19 - 20. By Alderpersons Wolf and Sorenson.
December 16, 2019.

AN ORDINANCE re-establishing the bulkhead line along a portion of Broughton Drive north of the Sheboygan River in the City of Sheboygan.

WHEREAS, historical records related to the Lake Michigan shore line are entirely inconsistent related to location of the line demarking the dry land jurisdiction from land within the historic lake bed, for the purpose of separating jurisdictions related to construction and riparian activities; and

WHEREAS, re-establishing a bulkhead line along the Lake Michigan shoreline, pursuant to Wis. Stats. § 30.11(3) is in the public interest for the purpose of protecting public interest in preserving the shoreline and infrastructure along the shoreline given the anticipated historic rise in lake levels and the need to clarify regulatory interests related to the public trust doctrine.

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

Section 1. The Common Council hereby re-establishes in the public interest the bulkhead line along a portion of the former C. Reiss Coal Company property along a section of the east shore of the Sheboygan River in the City of Sheboygan, more particularly described below and shown upon the attached map, which consists of five (5) sheets and is attached and incorporated to this ordinance by reference:

An alignment described as and located in the Southeast 1/4 and the Northeast 1/4 of Section 23, Township 15 North, Range 23 East, also the Southeast 1/4 of Section 14, Township 15 North, Range 23 East of the Fourth Principal Meridian lying and being in the City of Sheboygan, Sheboygan County, State of Wisconsin, described as:

Commencing at the southwest corner of the Southeast 1/4 of Section 23; Township 15 North, Range 23 East; Thence along the west line of said Southeast 1/4 section, N 00°19'50" W, 831.53 feet; Thence N 89°40'10" E, 93.78 feet to the point of beginning of this description, said point be 832.06 feet north of and 88.98 feet east of said southwest corner; Thence N 49°03'02" E, 317.69 feet; Thence S 41°11'31" E, 43.35 feet; Thence S 89°40'46" E, 937.24 feet; Thence N 01°04'33" E, 145.49 feet; Thence N 23°16'39" E, 340.90 feet; Thence 43.86 feet along the arc of a curve deflecting to the left having a radius of 170.00 feet and a chord bearing and distance of N 15°53'13" E, 43.73 feet; Thence N 08°29'47" E, 106.83 feet; Thence N 07°43'12" E, 285.56 feet; Thence N 00°32'49" E; 370.66 feet; Thence N 00°13'09" E, 144.33 feet; Thence 241.46 feet along the arc of a curve deflecting to the left having a radius of 595.00 feet and a chord bearing and distance of N 11°24'24" W, 239.81 feet; Thence N 23°01'57" W, 94.70 feet; Thence 70.91 feet along the arc of a curve deflecting to the left having a radius of 522.00 feet and a

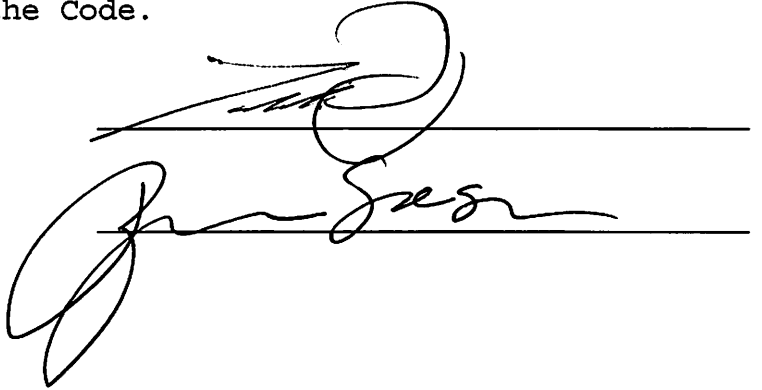
Public works
1223 hold file

chord bearing and distance of N 26°55'26" W, 70.85 feet; Thence N 30°46'26" W, 10.67 feet; Thence 34.61 feet along the arc of a curve deflecting to the right having a radius of 120.00 feet and a chord bearing and distance of N 22°30'41" W, 34.49 feet; Thence N 14°14'57" W, 135.88 feet; Thence 298.79 feet along the arc of a curve deflecting to the right having a radius of 1098.50 feet and a chord bearing and distance of N 06°27'25" W, 297.87 feet; Thence N 01°20'07" E, 3.98 feet; Thence 415.58 feet along the arc of a curve deflecting to the right having a radius of 1753.50 feet and a chord bearing and distance of N 08°07'29" E, 414.61 feet; Thence N 14°54'51" E, 76.81 feet; Thence 75.53 feet along the arc of a curve deflecting to the right having a radius of 721.00 feet and a chord bearing and distance of N 17°54'55" E, 75.49 feet; Thence N 20°54'59" E, 21.04 feet; Thence 84.08 feet along the arc of a curve deflecting to the left having a radius of 1005.00 feet and a chord bearing and distance of N 18°31'10" E, 84.06 feet; Thence 161.78 feet along the arc of a curve deflecting to the right having a radius of 1324.38 feet and a chord bearing and distance of N 19°37'20" E, 161.68 feet; Thence N 23°07'18" E, 41.67 feet; Thence 320.81 feet along the arc of a curve deflecting to the right having a radius of 2573.00 feet and a chord bearing and distance of N 26°41'37" E, 320.60 feet; Thence N 30°15'56" E, 713.83 feet; Thence 1028.23 feet along the arc of a curve deflecting to the right having a radius of 1487.00 feet and a chord bearing and distance of N 50°04'30" E, 1007.86 feet; Thence N 69°53'03" E, 50.00 feet to the end of this alignment, said point being 5678.24 feet north of and 2830.40 feet east of said southwest corner of the Southeast 1/4 section.

Section 2. That four certified copies of this ordinance, together with four true and correct copies of a map of such proposed bulkhead line (copies of which are attached to this ordinance by reference) shall be submitted to the State of Wisconsin Department of Natural Resources for its approval.

Section 3. This ordinance shall be effective upon passage and publication, and approval by the State of Wisconsin Department of Natural Resources.

Section 4. Upon approval by the Wisconsin Department of Natural Resources, the City Clerk shall deliver the map and this ordinance to the office of the Sheboygan County Register of Deeds for recording, and shall submit a copy of the map and this ordinance to be filed in the office of the Sheboygan County Clerk and with the office of the Department of Natural Resources, and shall include the map and the ordinance as part of section 1-4 of the supplement to the Municipal Code kept on file in the City Clerk's office pursuant to section 1-3 of the Code.



The image shows two handwritten signatures in black ink. The top signature is written above a horizontal line and is somewhat stylized. The bottom signature is also written above a horizontal line and appears to be a more legible name, possibly 'John S. ...'.

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



ALIGNMENT DESCRIPTION


AN ALIGNMENT DESCRIBED AS AND LOCATED IN THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, ALSO THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN LYING AND BEING IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 SECTION, N 00°19'50\"/>

- SURVEY NOTES**
- COORDINATES AND BEARINGS REFERENCED TO WSCRS (WISCONSIN COORDINATE REFERENCE SYSTEM) SHEBOYGAN COUNTY, THE WEST LINE OF THE SE 1/4 OF SECTION 23-15-23 BEING N 00°19'50\"/>
 - FIELD SURVEY DONE BY TERRACE ENGINEERING LLC, SEPTEMBER 2019

| SHORELAND BULKHEAD BULKHEAD RE-ESTABLISHMENT SHEBOYAN RIVER & LK MICHX SHORELINE CITY OF SHEBOYGAN | | | |
|--|----------|------------------------------------|-------|
| TITLE | DATE | BY | APP'D |
| | 11/13/19 | | |
| | | | |
| | | | |
| | | TERRACE ENGINEERING LLC 1906009 | |
| SHEBOYGAN COUNTY, WISCONSIN | | SHEET NO. 1 OF 5 | |




| SHORELAND BULKHEAD BULKHEAD RE-ESTABLISHMENT SHER BYK & LANCELLI SHORELINE CITY OF SHEBOYGAN | | | |
|--|----------|--------------------------------|------|
| PROJECT NO. | DATE | PROJECT NO. | DATE |
| 1906009 | 11/13/18 | | |
|  PUBLIC ENGINEERING LLC 1000 W. WISCONSIN ST. SUITE 200 SHEBOYGAN, WI 53081 TEL: 920.452.1100 FAX: 920.452.1101 | | SHEET NO. 4 OF 5 | |



END ALIGNMENT
 N = 205421.393
 E = 222475.350



| SHORELAND BULKHEAD BULKHEAD RE-ESTABLISHMENT SHER RVR & LAKE MICHIGAN SHORELINE CITY OF SHERBOYGAN | | | |
|---|-----|------------|----------|
| PROJECT NO. | 151 | DATE | 11/15/18 |
| DESIGNED BY | R/S | CHECKED BY | AM |
| DRAWN BY | | DATE | |
|  | | SCALE | AS SHOWN |
| R/S ENGINEERING, LLC 1808009 | | 5 | 5 |

II

4.1

R. O. No. 137 - 19 - 20. By CITY PLAN COMMISSION. January 20, 2020.

Your Commission to whom was referred Gen. Ord. No. 38-19-20 by Alderperson Dekker and R. O. No. 119-19-20 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1108 South Wildwood Avenue (Parcel #59281215710) from Class Urban Industrial (UI) to Class Suburban Office (SO) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 14, 2020, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

MS

City Plan Commission

I

7.1

Gen. Ord. No. 38 - 19 - 20. By Alderpersons Dekker. December 16, 2019.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1108 South Wildwood Avenue (Parcel #59281215710) from Class Urban Industrial (UI) to Class Suburban Office (SO) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Suburban Office (SO) Classification:

Property located at 1108 South Wildwood Avenue described as:

SEC 28 T15N R23E PART OF THE E 1/2 OF THE NE OF SEC 28, COM AT INTERSECT OF CEN OF WILDWOOD AVE WITH N LINE OF A 41.5' STRIP OF LAND LOCATED N OF & ADJACENT TO THE N R/W LINE OF C&NW RR, TH N 18 DEG E ALONG CEN OF SD AVE 290.9', TH N-70- DEG-W TO E LINE OF S. TAYLOR DR., TH SLY TO THE N LINE OF SD 41.5' STRIP, TH S-78-DEG- E ALONG N LINE OF SD STRIP TO BEG.

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.

City Plan

Deon Dekker

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

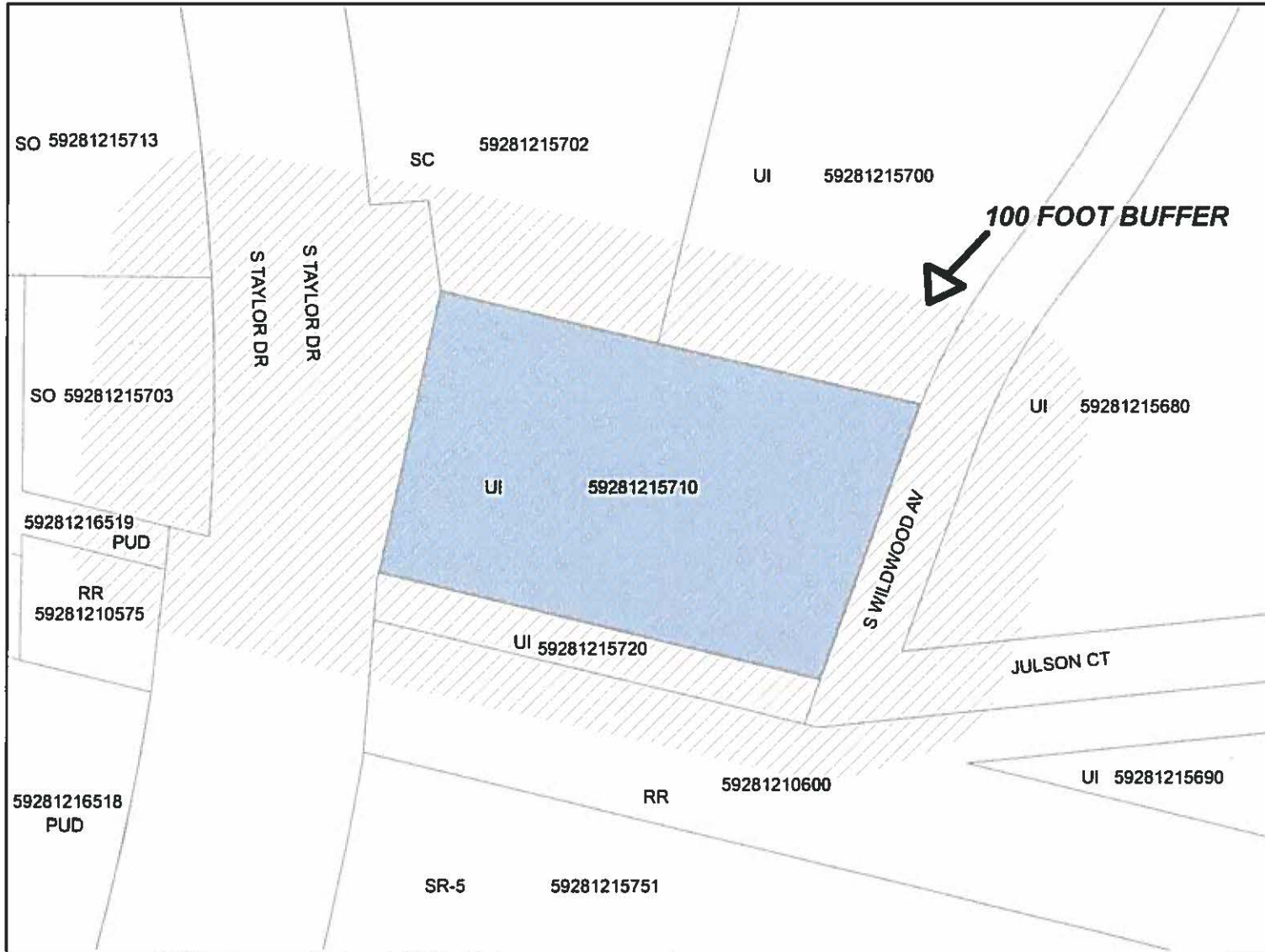
Approved _____ 20____. _____, Mayor



**PROPOSED REZONE
OF PARCEL NO. 59281215710
FROM URBAN INDUSTRIAL (UI)
TO SUBURBAN OFFICE (SO)**

TOWN: 15N RANGE: 23E SECTION: 28

SEC 28 T15N R23E PART OF THE E 1/2 OF THE NE OF SEC 28, COM AT INTERSECT OF CEN OF WILDWOOD AVE WITH N LINE OF A 41.5' STRIP OF LAND LOCATED N OF & ADJACENT TO THE N R/W LINE OF C&NW RR, TH N 18 DEG E ALONG CEN OF SD AVE 290.9', TH N-70- DEG-W TO E LINE OF S. TAYLOR DR., TH SLY TO THE N LINE OF SD 41.5' STRIP, TH S-78-DEG- E ALONG N LINE OF SD STRIP TO BEG.



II

4.4

R. O. No. 119 - 19 - 20. By CITY CLERK. December 16, 2019.

Submitting an application from Jack Collier, Rogers Behavioral Health, for a change in zoning classification of property located at 1108 South Wildwood Avenue (Parcel #59281215710) from Class Urban Industrial (UI) to Class Suburban Office (SO).

*City
Plan*

CITY CLERK

Rec'd 12-3-19

| | |
|------------------|---|
| OFFICE USE ONLY | |
| APPLICATION NO.: | _____ |
| RECEIPT NO.: | <u>191750</u> |
| FILING FEE: | \$200.00 (Payable to City of Sheboygan) |

**CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP**
(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Rogers Behavioral Health PHONE NO.: (262) 646-1305
 ADDRESS: 34700 Valley Road Oconomowoc, WI 53066 E-MAIL: Jack.collier@rogersbh.org
 OWNER OF SITE: Anthony Zavri PHONE NO.: ()

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1108 South Wildwood Avenue
 LEGAL DESCRIPTION: Part of the East 1/2 of Government Lot 1, Section 28, Township 15 North, Range 23 East
 PARCEL NO. 59281215710 MAP NO. _____
 EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)
 PROPOSED ZONING DISTRICT CLASSIFICATION: Suburban Office (SO)
 BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: See Rezoning Narrative, attached

 BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: See Rezoning Narrative, attached

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? See Rezoning Narrative, attached

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
 - A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
 - Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
 - Explain: See Rezoning Narrative, attached
-
-

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? See Rezoning Narrative, attached

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

See Rezoning Narrative, attached

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

APPLICANT'S SIGNATURE

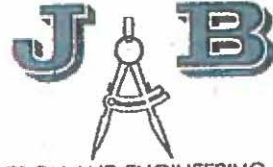
November 26, 2019
DATE

Jack Collier, Rogers Behavioral Health
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.



SITE DESIGN AND ENGINEERING, LLC

DATE: November 22, 2019

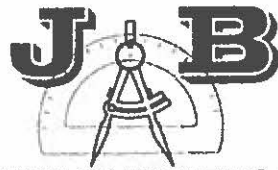
RE: REZONING REQUEST
1108 S. Wildwood Avenue
Sheboygan, Wisconsin 53018

Pursuant to the City of Sheboygan requirement as part of the requested rezoning application to rezone the subject property from Urban Industrial (UI) to Suburban Office (SO), the current landowner must provide authorization to complete the submittal process.

I, Anthony Zarrl (landowner/seller),
authorize **Rogers Behavioral Health, 34700 Valley Road, Oconomowoc, WI 53066** (developer/buyer) to
submit a rezone and comprehensive plan map amendment application for the property located on
1108 S. Wildwood Avenue (address of property buyer would operate from).

Landowner Signature: Anthony Zarrl

Dated: Nov 22 - 2019



SITE DESIGN AND ENGINEERING, LLC

REZONING NARRATIVE

PROPOSED ROGERS BEHAVIORAL HEALTH FACILITY
1108 South Wildwood Avenue
Part of the East ½ of Government Lot 1, Section 28, Township 15 North, Range 23 East
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN
Tax parcel #59281215710
November 25, 2019

CURRENT ZONING: Urban Industrial (UI)
PROPOSED RE-ZONING: Suburban Office (SO)

EXISTING SITE OPERATIONS:

The 3.13 acre parcel is currently vacant; however, the site was the former location for an automotive repair business which was in operation until approximately 2004. Between the time the automotive repair business ceased operations and the summer of 2007 the site remained abandoned. In 2007 Wagner Excavating tore down the existing metal building onsite and removed the at-grade junk that had accumulated. Once the site was cleared of above grade components, Wagner Excavating began filling the site with unregulated material (as evident within soil boring logs) from the west side (South Taylor Drive) continuing to move east. Approximately ¾ of the parcel was filled with imported material with depths varying from 22 feet on the west to 10 feet at the east end of imported fill.

PROPOSED SITE OPERATIONS:

The proposed development includes a single story, (12) bed CBRF and a single story therapeutic meeting facility building, defined as an Outpatient facility for one on one or group therapy meetings associated with addiction. The outpatient facility operation and use is consistent with the permitted land use for a Suburban Office (SO).

Based upon the Comprehensive Master Plan, dated 2011, the site is located within the Community Mixed Use designation. A Suburban Office (SO) rezoning would be consistent with the Community Mixed Use designation.

The proposed Zoning Map amendment furthers the purposes of the current Zoning Ordinance (pursuant to Section 15.005) by isolating the parcel from surrounding neighbors allowing only access from Wildwood Avenue. The proposed development would be visible from South Taylor Drive, but not direct vehicular access would be allowed. With the proposed rezoning to Suburban Office (SO) and subsequent construction of the proposed CBRF and Outpatient facility, the site will be required to adhere to current WDNR and City of Sheboygan storm water ordinances related to water quality and water quantity restrictions. Currently, the associated storm water discharge from the parcel is allowed to connect to existing storm sewer which is ultimately directly discharged into the Sheboygan River. It should also be noted that the site design intent is to provide pedestrian access to the existing pedestrian path on South Taylor Drive to allow foot traffic to nearby local business for residence of the CBRF.

The original Urban Industrial zoning designation related to the automotive repair facility was applicable at the time given the type of business and surrounding industrial operations to the east. However, with the re-development of the South Taylor Drive corridor over the past 15-years to incorporate as much business use as currently exists, the proposed re-zoning is consistent with surrounding land use conditions.



SITE DESIGN AND ENGINEERING, LLC

LETTER OF TRANSMITTAL

TO

DATE: November 26, 2019

Steve Sokolowski
City of Sheboygan Planning Department
828 Center Avenue
Sheboygan, WI 53081

**RE: Rezoning submittal
Rogers Behavioral Health
1108 South Wildwood Avenue
Sheboygan, WI**

| COPIES | DESCRIPTION |
|----------|--|
| (1) copy | Completed application for Amendment of Official Zoning Map |
| (2) copy | Rezoning Request authorization from current landowner |
| (1) copy | Rezoning Narrative |
| (1) copy | Existing site ALTA survey (11"x17") |
| (1) copy | Schematic Proposed Site Plan (11"x17") |
| | Check # 365 in the amount of \$200 |

TRANSMITTED as checked below:

FOR APPROVAL AND EXECUTION

FOR YOUR USE

AS REQUESTED

FOR REVIEW AND APPROVAL

APPROVED AS SUBMITTED

APPROVED AS NOTED

REMARKS

Please let me know if additional information is required to complete the rezoning submittal application.

Sincerely,

Joseph Bronoski

COPY TO: _____

SIGNED: _____

1129 Kentucky Avenue JB Site Design and Engineering, LLC
Sheboygan, Wisconsin 53081 jbsitedesign1@gmail.com (920) 207-8977

ALTA/NSPS LAND TITLE SURVEY

PART OF EAST 1/2 OF GOVERNMENT LOT 1 OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, COMMENCING AT THE INTERSECTION OF THE CENTER OF WILDWOOD AVENUE WITH THE NORTH LINE OF A 41.5 FOOT STRIP OF LAND LOCATED NORTH OF AND ADJACENT TO THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH 18° EAST ALONG THE CENTER OF SAID AVENUE, 290.9 FEET; THENCE NORTH 78° WEST TO THE WEST LINE OF THE EAST 1/2 OF GOVERNMENT LOT 1; THENCE SOUTH TO THE NORTH LINE OF SAID 41.5 FOOT STRIP; THENCE SOUTH 1° EAST ALONG THE NORTH LINE OF SAID STRIP TO BEGINNING EXCEPT THEREFROM ANY PORTION THEREOF CONVERTED, DEDICATED, LAID OUT, OR USED FOR ROAD PURPOSES.

ALSO:
PART OF GOVERNMENT LOT 1, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1 WITH THE NORTH LINE OF A CERTAIN 41.5 FOOT STRIP LYING NORTH OF AND ADJACENT TO THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 78° EAST ALONG THE NORTH LINE SAID STRIP, 223.9 FEET TO THE POINT OF BEGINNING OF PROPERTY TO BE DESCRIBED; THENCE NORTH 12° EAST, 289.3 FEET; THENCE SOUTH 78° EAST TO THE EAST LINE OF THE WEST 1/2 OF GOVERNMENT LOT 1; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID 41.5 FOOT STRIP; THENCE NORTH 78° WEST ALONG THE NORTH LINE OF SAID STRIP TO BEGINNING.

NOTES:

SITE ADDRESS: 1108 S. WILDWOOD AVENUE, SHEBOYGAN, WISCONSIN 53001

TAX PARCEL No. 9928121710

FLOOD ZONE CLASSIFICATION:

FIRM PANEL: 331700231F
EFFECTIVE DATE, APRIL 4, 2009
CITY OF SHEBOYGAN, WI
ZONE "X", AREA OF MINIMAL FLOOD HAZARD

GROSS LAND AREA: 136,285 SQ. FT. (3.13 ACRES), MORE OR LESS.

VERTICAL RELIEF IS THE PRODUCT OF AN DTM ON THE GROUND LAND SURVEY, SHOWN AT 1 FOOT INTERVALS, BASED UPON THE CITY OF SHEBOYGAN, WI DATUM AND ORIGINATING BENCHMARKS ARE AS FOLLOWS:

TOP OF THE OPERATING HUT ON A HYDRANT LOCATED AT SE CORNER OF THE INTERSECTION WILDWOOD AVENUE AND NEW JERSEY AVENUE, RECORD ELEVATION: 611.83

TOP OF THE OPERATING HUT OF HYDRANT LOCATED ON THE WEST SIDE OF WILDWOOD AVENUE SOUTH OF NEW JERSEY AVENUE, RECORD ELEVATION: 612.48

NO WADR DEFINED WETLANDS WERE FIELD DELINEATED OR FOUND ON SUBJECT PARCEL.

UNPLOTTABLE EASEMENTS:

VOLUME 71 OF RECORDS AT PAGE 503 AS DOCUMENT No. 369634, GRANT TO WISCONSIN POWER AND LIGHT COMPANY.

VOLUME 272 OF DEEDS AT PAGES 444/3 AS DOCUMENT No. 444125, INGRESS/EGRESS EASEMENT RETAINED AMANDA SCHUCHARDT BORGWARDT.

VOLUME 279 OF DEEDS AT PAGES 136/8 AS DOCUMENT No. 449625, RIGHT RETAINED BY EUGENE AND FLORENCE SCHUCHARDT TO REMOVE SAND AND GRAVEL.

VOLUME 655 OF RECORDS AT PAGES 295/6 AS DOCUMENT No. 94276/EASEMENT TO WISCONSIN PUBLIC SERVICE CORPORATION FOR GAS LINE.

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

THE SUBJECT PARCEL IS ZONED URBAN INDUSTRIAL (UI) DISTRICT, RESIDENTIAL USES ARE NOT APPLICABLE AND FURTHER DEFINED AS FOLLOWS:

CITY OF SHEBOYGAN, WISCONSIN COMPREHENSIVE MASTER PLAN, SUBCHAPTER 15-06 LAND USE REGULATED EFFECTIVE DATE AUGUST 10, 1996

SECTION 15.103 PURPOSE AND INTENT OF STANDARD ZONING DISTRICTS

(a) URBAN INDUSTRIAL (UI) DISTRICT

4. REGULATIONS APPLICABLE TO NONRESIDENTIAL USES:

a. MAXIMUM BUILDING SIZE: N/A

b. NONRESIDENTIAL BULK REQUIREMENTS:

c. BUILDING TO FRONT OR STREET SIDE LOT LINE: 25 FEET

d. BUILDING TO RESIDENTIAL SIDE LOT LINE: 25 FEET

e. BUILDING TO NONRESIDENTIAL REAR LOT LINE: 25 FEET

f. BUILDING TO NONRESIDENTIAL SIDE LOT LINE: 5 FEET OR 0 FEET ON ZERO LOT LINE S

g. MAXIMUM BUILDING HEIGHT: 50 FEET (CAN EXCEED 50 FEET W/CONDITIONAL USE PERMIT)

8. ACCESSORY LAND USES

a. COMMERCIAL APARTMENTS

3. CONDITIONAL USE REGULATIONS:

a. A MINIMUM OF 1 OFF-STREET PARKING SPACE SHALL BE PROVIDED FOR EACH BEDROOM WITHIN A COMMERCIAL APARTMENT, PARKING SPACES PROVIDED BY NONRESIDENTIAL L

USES ON THE SITE MAY BE COUNTED FOR THIS REQUIREMENT WITH APPROVAL OF THE ZONING ADMINISTRATOR.

b. ON-SITE PARKING LOT

2. SPECIAL USE REGULATIONS:

a. ACCESS TO AN OFF-SITE PARKING LOT SHALL ONLY BE PERMITTED TO A COLLECTOR

ARTERIAL STREET.

b. ACCESS AND VEHICULAR CIRCULATION SHALL BE DESIGNED SO AS TO DISCOURAGE CU

THROUGH TRAFFIC.

LEGEND:

- 2" IRON PIPE FOUND
- 1" IRON PIPE FOUND
- 1" X 18" IRON PIPE SET WEIGHING 110 LBS./L.F.
- UTILITY POLE
- LIGHT POLE
- FIRE HYDRANT
- WATER VALVE
- STORM SEWER INLET
- MANHOLE
- IE INVERT ELEVATION
- RCP REINFORCED CONCRETE PIPE
- PVC POLY VINYL CHLORIDE CONDUIT

CURVE DATA

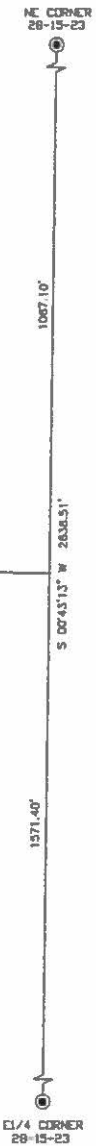
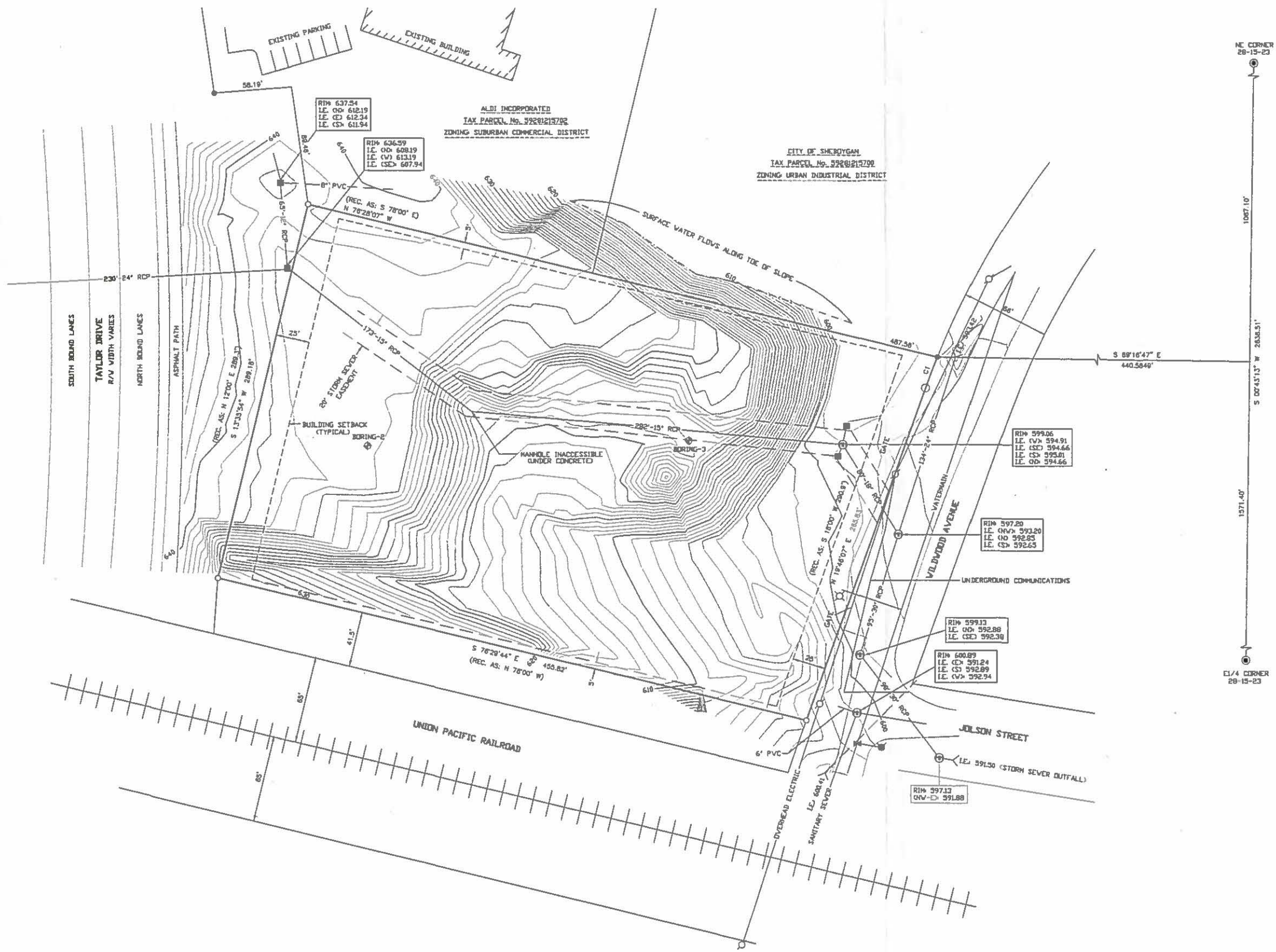
| CHORD BEARING | CHORD LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---------------|--------------|-----------------|---------------|--------------|
| C 1 | 124.82 | 1625.88/1218.40 | IN | 2753.77 |
| | | | | 124.82 |

TO ROGERS MEMORIAL HOSPITAL, INC. A WISCONSIN NON-STOCK CORPORATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEY JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDE ITEMS 1,2,3,4,5,7(a), 7(c), 8, 11,16,18 21, & 22 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 29, 2019.

DATE OF PLAT OR MAP:

MIKE KOBER
6620 HILLTOP ROAD
PLYMOUTH, WISCONSIN
(920) 692-4441



CITY OF SHEBOYGAN
TAX PARCEL No. 59281215700
ZONING URBAN INDUSTRIAL DISTRICT

RIM: 636.59
I.E. (N): 608.19
I.E. (W): 613.19
I.E. (SE): 607.94

RIM: 592
I.E. (NW):
I.E. (N):
I.E. (S):

RIM: 599.13
I.E. (N): 592.68
I.E. (SE): 592.38

RIM: 600.89
I.E. (E): 591.24
I.E. (S): 592.89
I.E. (W): 592.94

I.E. 591.50 (ST)



NORTH BOUND LANES

ASPHALT PATH

(REC. AS: N 12°00' E 289.31'
S 13°35'54" W 289.18')

(REC. AS: S 78°00' E
N 76°28'07" W

SURFACE WATER FLOWS ALONG TDE OF SLOPE

BUILDING SETBACK (TYPICAL)

OUTPATIENT FACILITY

CBRF

WILDWOOD AVENUE

UNION PACIFIC RAILROAD

JOLSON STR

8" PVC
65'-12" RCP

8" PVC

640

620

630

610

600

487.56'

134'-24" RCP

27.9018 ft

3.12 ft

80,187 sq ft

21,808 sq ft

19,368 sq ft

41.5'

S 76°29'44" E
(REC. AS: N 78°00' W) 455.82'

610

25'

95'-30" RCP

98'-30" RCP

6" PVC

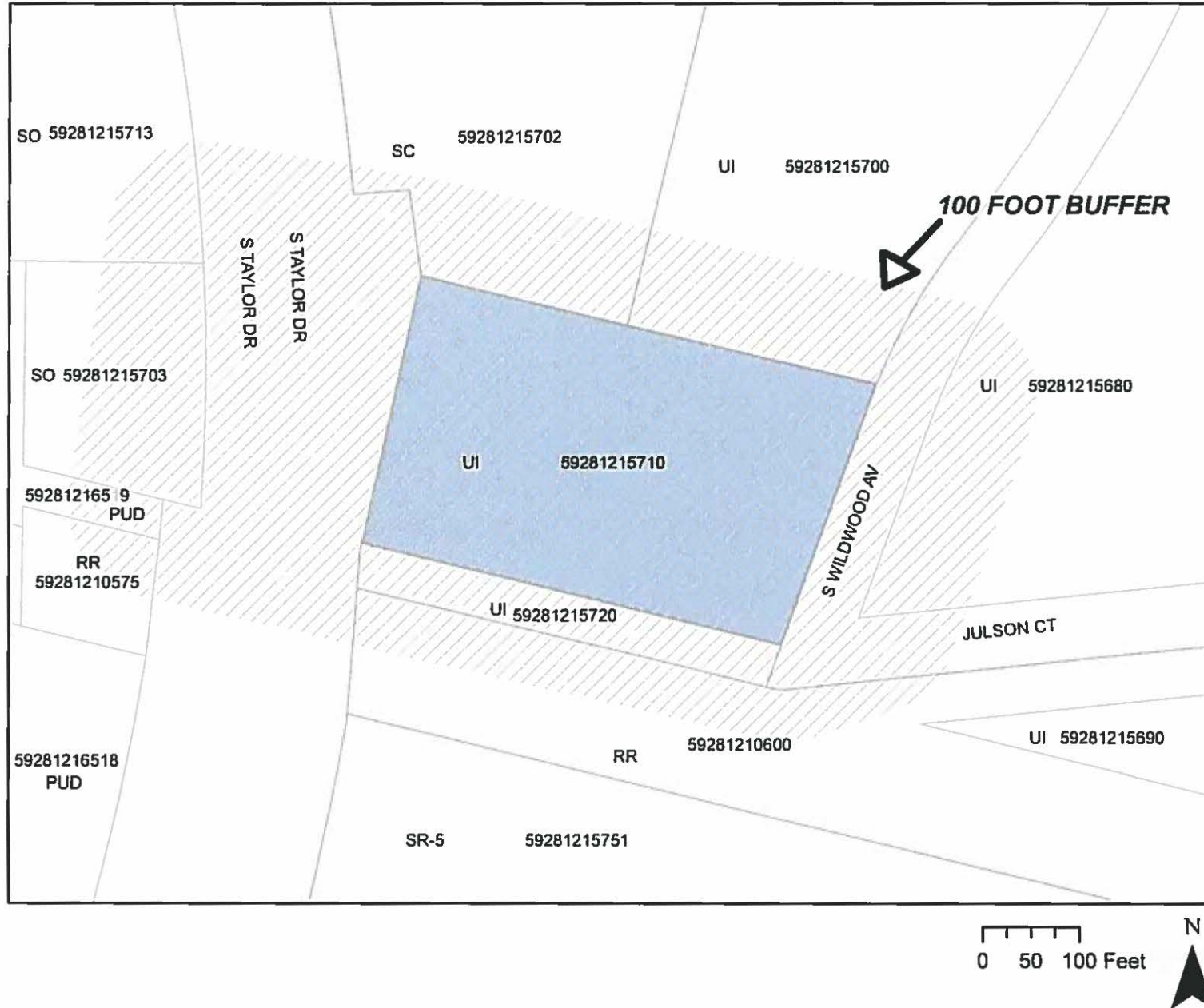
21C



**PROPOSED REZONE
OF PARCEL NO. 59281215710
FROM URBAN INDUSTRIAL (UI)
TO SUBURBAN OFFICE (SO)**

TOWN: 15N RANGE: 23E SECTION: 28

SEC 28 T15N R23E PART OF THE E 1/2 OF THE NE OF SEC 28, COM AT INTERSECT OF CEN OF WILDWOOD AVE WITH N LINE OF A 41.5' STRIP OF LAND LOCATED N OF & ADJACENT TO THE N R/W LINE OF C&NW RR, TH N 18 DEG E ALONG CEN OF SD AVE 290.9', TH N-70- DEG-W TO E LINE OF S. TAYLOR DR., TH SLY TO THE N LINE OF SD 41.5' STRIP, TH S-78-DEG- E ALONG N LINE OF SD STRIP TO BEG.



CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 191756
License No: 0000
Date: 12/03/2019
Received By: MMD
Received From: JOSEPH BRONOSKI
Memo: ROGERS BEHAVIORAL HEALTH REZONE
Method of Payment: \$200.00 Check No. 365
Total Received: \$200.00

| <u>Fee Description</u> | <u>Fee</u> |
|------------------------|------------|
| Zoning Change | 200.00 |

This document signifies receipt of fees in the amount indicated above.

II

R. O. No. - 19 - 20. By CITY PLAN COMMISSION. January 20, 2020.

Your Commission to whom was referred Gen. Ord. No. 41-19-20 by Alderperson Donohue and R. O. No. 128-19-20 by City Clerk granting Schroeder & Holt Architects LLC, its successors and assigns, the privilege of encroaching upon described portions of Niagara Avenue on the property located at 832 N. 8th Street in the City of Sheboygan for the purpose of constructing a balcony; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 14, 2020, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance amended to reflect the encroachment be granted to the owner of the building, James J. DuBois, his heirs and assigns.

reg

City Plan Commission

I

Subs. of Gen. Ord. No. 41 - 19 - 20. By Alderperson Donohue.
January 20, 2020.

AN ORDINANCE granting James J. DuBois, his heirs and assigns, the privilege of encroaching upon described portions of Niagara Avenue on the property located at 832 N. 8th Street in the City of Sheboygan for the purpose of constructing a balcony.

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

Section 1. Subject to the terms and conditions contained herein, James J. DuBois, his heirs and assigns, is hereby granted the privilege of encroaching upon Niagara Avenue on the property located at 832 N. 8th Street, City of Sheboygan, as follows:

Being a part of the Southeast Quarter of the Northwest Quarter of Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Center of said Section 23; Thence North 00°44'25" East along the East Quarter line of the Northwest Quarter of said section 23, 68.41 feet; thence North 89°15'33" West, 920.86 feet to the Northeast corner of Lot 1 of Block 127 of the Original Plat of the City of Sheboygan and the intersection of the West right of way line of North 8th Street and the South right of way line of Niagara Street; thence North 89°37'37" West along said North lot line, 16.75 feet to the Point of Beginning. Thence North 89°37'37" West along said North lot line, 20.25 feet; Thence North 00°51'51" East, 4.57 feet; Thence South 89°08'09" East, 20.25 feet; Thence South 00°51'51" West, 4.39 feet to the Point of Beginning. Containing 91 square feet or 0.002 acres, more or less

for the purpose of constructing a balcony, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said James J. DuBois, his heirs and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said James J. DuBois, his heirs and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said James J. DuBois, his heirs and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

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

~~A~~

7.1

Gen. Ord. No. 41 - 19 - 20. By Alderperson Donohue. January 6, 2020.

AN ORDINANCE granting Schroeder & Holt Architects LLC, its successors and assigns, the privilege of encroaching upon described portions of Niagara Avenue on the property located at 832 N. 8th Street in the City of Sheboygan for the purpose of constructing a balcony.

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

Section 1. Subject to the terms and conditions contained herein, Schroeder & Holt Architects LLC, its successors and assigns, is hereby granted the privilege of encroaching upon Niagara Avenue on the property located at 832 N. 8th Street, City of Sheboygan, as follows:

Being a part of the Southeast Quarter of the Northwest Quarter of Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Center of said Section 23; Thence North 00°44'25" East along the East Quarter line of the Northwest Quarter of said section 23, 68.41 feet; thence North 89°15'33" West, 920.86 feet to the Northeast corner of Lot 1 of Block 127 of the Original Plat of the City of Sheboygan and the intersection of the West right of way line of North 8th Street and the South right of way line of Niagara Street; thence North 89°37'37" West along said North lot line, 16.75 feet to the Point of Beginning. Thence North 89°37'37" West along said North lot line, 20.25 feet; Thence North 00°51'51" East, 4.57 feet; Thence South 89°08'09" East, 20.25 feet; Thence South 00°51'51" West, 4.39 feet to the Point of Beginning. Containing 91 square feet or 0.002 acres, more or less

for the purpose of constructing a balcony, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Schroeder & Holt Architects LLC, its successors and assigns:

- a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.
- b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Schroeder & Holt Architects LLC, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Schroeder & Holt Architects, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

City
Plan

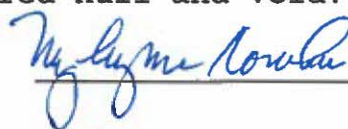
c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.



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

DuBois Building Alteration

832 N. 8th St. Sheboygan, WI



PROJECT TEAM:

OWNER:

Xxx, Inc.
Broadway Ave.
Milwaukee, WI 53202
TEL: (414) 555-5555
email: www.xxx.com
ATTN: Mr. Smith

ARCHITECT:

SHA, LLC
311 E. Chicago, Suite 310
Milwaukee, WI 53202
TEL: (414) 276-1760
email: steve@sha-a2k.com
ATTN: Mr. Steven Esser

STRUCTURAL ENGINEER:

Pierce Engineers
181 Broadway Ave.
Milwaukee, WI 53202
TEL: (414) 278-6020
email: procco@pierccengineers.com
ATTN: Mr. Peter Crocco

GENERAL NOTES:

1. THE GENERAL CONTRACTOR IS RESPONSIBLE TO VISIT THE SITE AND BECOME FAMILIAR WITH THE SITE CONDITIONS.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE TO VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS PRIOR TO BEGINNING ANY WORK. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. DO NOT SCALE DRAWINGS.
3. REFER TO THE SOILS REPORT FOR SUBSURFACE CONDITIONS, BEARING CAPACITIES, ETC. NOTIFY THE ARCHITECT, ENGINEER AND OWNER OF ANY DISCREPANCY BETWEEN THIS REPORT AND THE PLANS, SPECIFICATIONS OR SITE CONDITIONS.
4. ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST BUILDING CODES, ORDINANCES AND REGULATIONS OF THE CITY OR COUNTY WITH JURISDICTION.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL PERMITS, LICENSES, INSPECTIONS AND TESTING AS REQUIRED BY THE CONTRACT DOCUMENTS OR ANY GOVERNMENT AGENCY.
6. THE GENERAL CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, UTILITIES, OTHER SERVICES AND RELATED TASKS NECESSARY FOR PROPER EXECUTION OF THE CONSTRUCTION REQUIRED BY THE CONTRACT DOCUMENTS.
7. THE GENERAL CONTRACTOR IS TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS. COMPLY WITH SAFETY REGULATIONS AND RESTRICTIONS AS REQUIRED FOR WORKER AND PEDESTRIAN PROTECTION DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. PROVIDE PROTECTION AS REQUIRED TO PREVENT ANY DAMAGE TO EXISTING CONSTRUCTION WITHIN AND ADJACENT TO THE JOB SITE. WHERE DAMAGE OCCURS, REPAIR OR REPLACE DAMAGED AREA AND/OR MATERIAL AS REQUIRED TO THE OWNER'S APPROVAL AT NO ADDITIONAL COST. THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL HOURS.
8. THE GENERAL CONTRACTOR SHALL BRING ANY REVISION OR ADDITIONAL WORK REQUIRED BY FIELD CONDITIONS OR LOCAL GOVERNING AUTHORITIES TO THE ATTENTION OF THE ARCHITECT AND OWNER BEFORE PROCEEDING.
9. THE GENERAL CONTRACTOR IS RESPONSIBLE TO VERIFY THE SIZE AND LOCATION OF ALL UTILITY LINES AND STUDS TO THE BUILDINGS; BRING ALL UTILITY LINES (WATER, SEWER, GAS, STORM DRAIN, TELEPHONE AND ELECTRICAL, ETC.) INTO THE BUILDING AS INDICATED ON THE CONSTRUCTION DOCUMENTS. BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT, OWNER & CIVIL ENGINEER.
10. NO BUILDING OR PORTION OF A BUILDING SHALL BE OCCUPIED OR USED FOR STORAGE PRIOR TO THE ISSUANCE OF THE TEMPORARY CERTIFICATE OF OCCUPANCY. APPROVAL FOR OCCUPANCY IS ONLY GRANTED AFTER ACCEPTANCE BY GOVERNING AGENCIES.
11. THE REMOVAL OF ALL HAZARDOUS CONTAINING MATERIALS IS THE SOLE RESPONSIBILITY OF THE OWNER. SHOULD ANY MATERIALS BE ENCOUNTERED DURING ANY PHASE OF CONSTRUCTION, OR SUSPECTED TO BE HAZARDOUS, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY OWNER.

PROJECT INFORMATION:

| | |
|---------------------------------|---|
| GOVERNING CODE: | WISCONSIN ADOPTED 2018 UDC 2015 EDC |
| ALTERATION TYPE: | LEVEL 2 |
| TOTAL BUILDING AREA ALTERATION: | 1,460sf |
| BASEMENT AREA ALTERATION: | 275sf |
| FIRST FLOOR AREA ALTERATION: | 853sf |
| SECOND FLOOR AREA ALTERATION: | 332sf |
| CONSTRUCTION TYPE: | VB |
| OCCUPANCY CLASSIFICATION: | B - NO CHANGE IN OCCUPANCY |
| OCCUPANCY SEPARATION: | SEPARATED USE |
| REQUIRED SEPARATION: | (1)R, (1)OZ - SEPARATION (1)R, (1)OZ - SEPARATION PROVIDED |
| NUMBER OF STORES ALLOWED: | 2 |
| NUMBER OF STORES: | 2 |
| SPRINKLER SYSTEM: | NONE |
| FIRE EXTINGUISHERS: | PER IFC |
| ACCESSIBLE ROUTE: | NOT REQUIRED |

ARCHITECTURAL

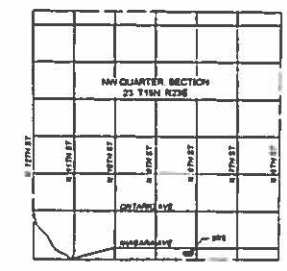
STRUCTURAL

SHEET INDEX:

| | |
|--------|-------------------------------|
| 1 of 1 | PLAT OF SURVEY |
| 1 of 1 | ENCROACHMENT EXHIBIT |
| A1, 1 | EXISTING / DEMO & FLOOR PLANS |
| A2, 1 | ELEVATIONS |
| S0, 1 | GENERAL NOTES |
| S1, 1 | SECOND FLOOR FRAMING PLAN |



NORTH QUARTER CORNER OF SECTION 23, T15N, R23E FOUND MAG NAIL IN ASPHALT.



LOCATION MAP
(1" = 1000' F.W.)

Legal Description:

(Based on Title Commitment issued by Knight Barry Title, Inc., File #: 1074276 with a commitment date of October 18th, 2019.)

Parcel A:
The North 20 feet of the East one half (E 1/2) of Lot Two (2) and the North 20 feet of Lot One (1) in Block 127 of the original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel Number: 58281107150
Property Address: 832 North 8th Street, Sheboygan, WI 53081

Notes:

- Field work performed by Ayres Associates on October 18th, 2019.
- Bearings are referenced to the East quarter line of the Northwest Quarter of Section 23, T15N, R23E, WCCS - Sheboygan County, measured as N00°44'25"E.
- Before excavation, appropriate utility companies should be contacted. For exact location of underground utilities, contact Diggers Hotline at 1.800.242.8511.

Surveyor's Certificate

I, Brian F. Glaszcz, Professional Land Surveyor, hereby certify that I have surveyed the lands shown herein in accordance with Chapter A-27 of the Wisconsin Statutes and that this map and description is a true and correct copy of my knowledge and belief.

Brian F. Glaszcz, P.L.S. No. 9-2118
Dated this 11th day of November, 2019

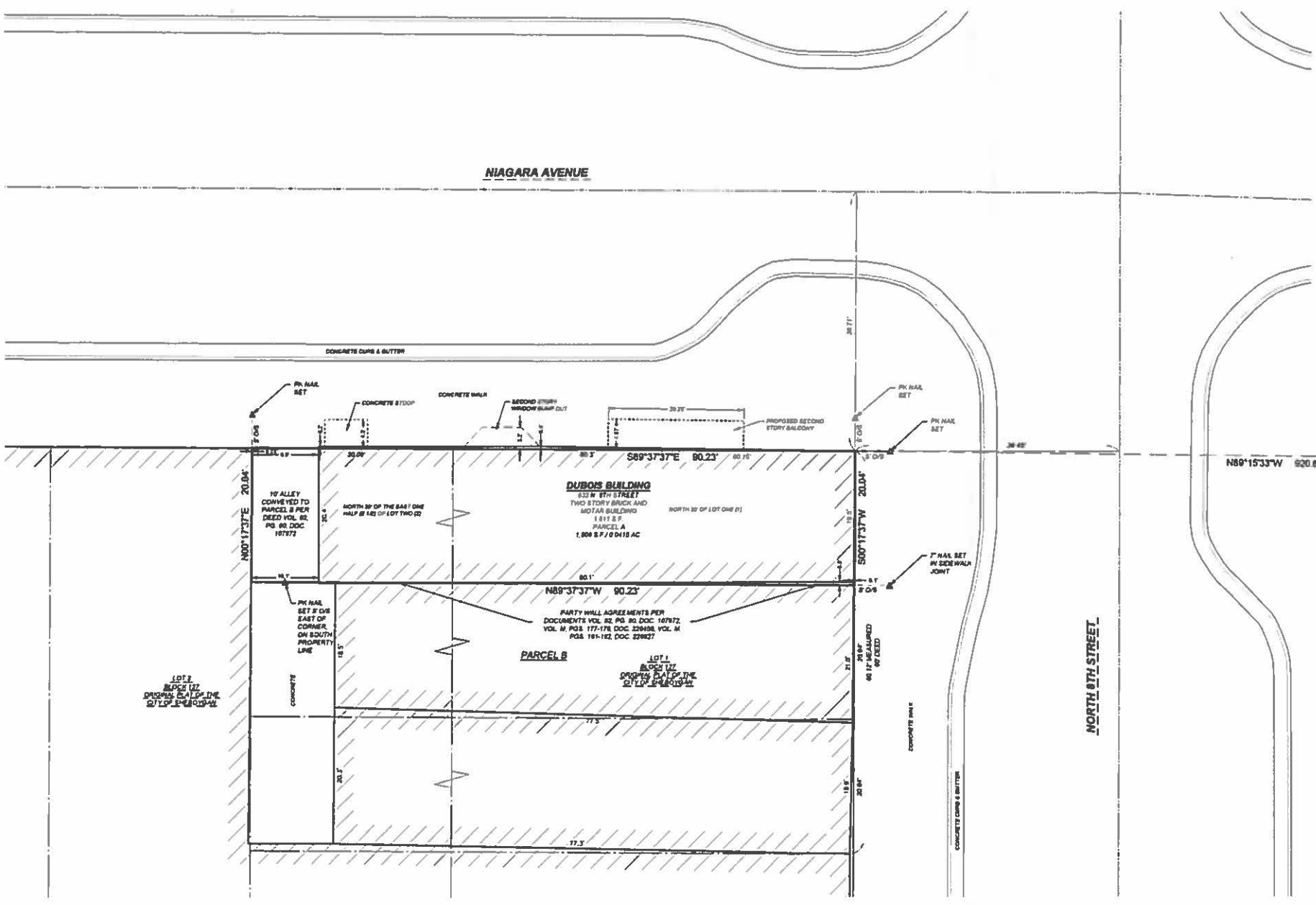


NORTH



CENTER OF SECTION 23, T15N, R23E FOUND SAW-CUT X IN CONCRETE

| LEGEND | |
|--------|----------------|
| | PROPERTY LINE |
| | RAW LINE |
| | RAW CENTERLINE |
| | BUILDING |



| SURVEY BY | NS | BOOK NO. | DR BY | BFG | PROJ NO. | 76-0143.00 | CHK BY | NV | DATE | 11/01/2019 | NO. | DATE | REVISION | NO. | DATE | REVISION |
|-----------|----|----------|-------|-----|----------|------------|--------|----|------|------------|-----|------|----------|-----|------|----------|
| | | | | | | | | | | | | | | | | |

DUBOIS BUILDING
SCHROEDER & HOLT ARCHITECTS
SHEBOYGAN, WI

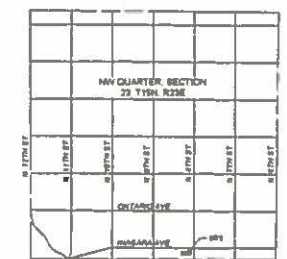
AYRES ASSOCIATES
N17 W24222 Riverwood Drive
Waukegan, WI 53190
(262) 823-4468
AyresAssociates.com

PLAT OF SURVEY

SHEET NO.
1



NORTH QUARTER CORNER OF SECTION 23, T15N, R23E FOUND MAG NAIL IN ASPHALT.



LOCATION MAP
(1" = 1000' FWS)

Legal Description:

(Based on Title Commitment issued by Knight Barry Title, Inc., File #: 1074278 with a commitment date of October 18th, 2019.)

Parcel A:
The North 20 feet of the East One half (E 1/2) of Lot Two (2) and the North 20 feet of Lot One (1) in Block 127 of the original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel Number: 58281107150
Property Address: 632 North 8th Street, Sheboygan, WI 53081

Notes:

- Field work performed by Ayres Associates on October 18th, 2019.
- Bearings are referenced to the East quarter line of the Northwest Quarter of Section 23, T15N, R23E, WCCS - Sheboygan County, measured as N00°44'25"E.
- Before excavation, appropriate utility companies should be contacted. For exact location of underground utilities, contact Diggers Hotline at 1.800.242.8511.

Legal Description for conditional use permit:

Being a part of the Southeast Quarter of the Northwest Quarter of Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County Wisconsin described as follows:

Commencing at the Center of said Section 23;
Thence North 00°44'25" East along the East Quarter line of the Northwest Quarter of said section 23, 88.41 feet; thence North 89°15'33" West, 820.86 feet to the Northeast corner of Lot 1 of Block 127 of the Original Plat of the City of Sheboygan and the intersection of the West right of way line of North 8th Street and the South right of way line of Niagara Street;
thence North 89°37'37" West along said North lot line, 16.75 feet to the Point of Beginning;
Thence North 89°37'37" West along said North lot line, 20.25 feet;
Thence North 00°51'51" East, 4.57 feet;
Thence South 89°08'09" East, 20.25 feet;
Thence South 00°51'51" West, 4.39 feet to the Point of Beginning.

Containing 91 square feet or 0.002 acres, more or less.



NORTH

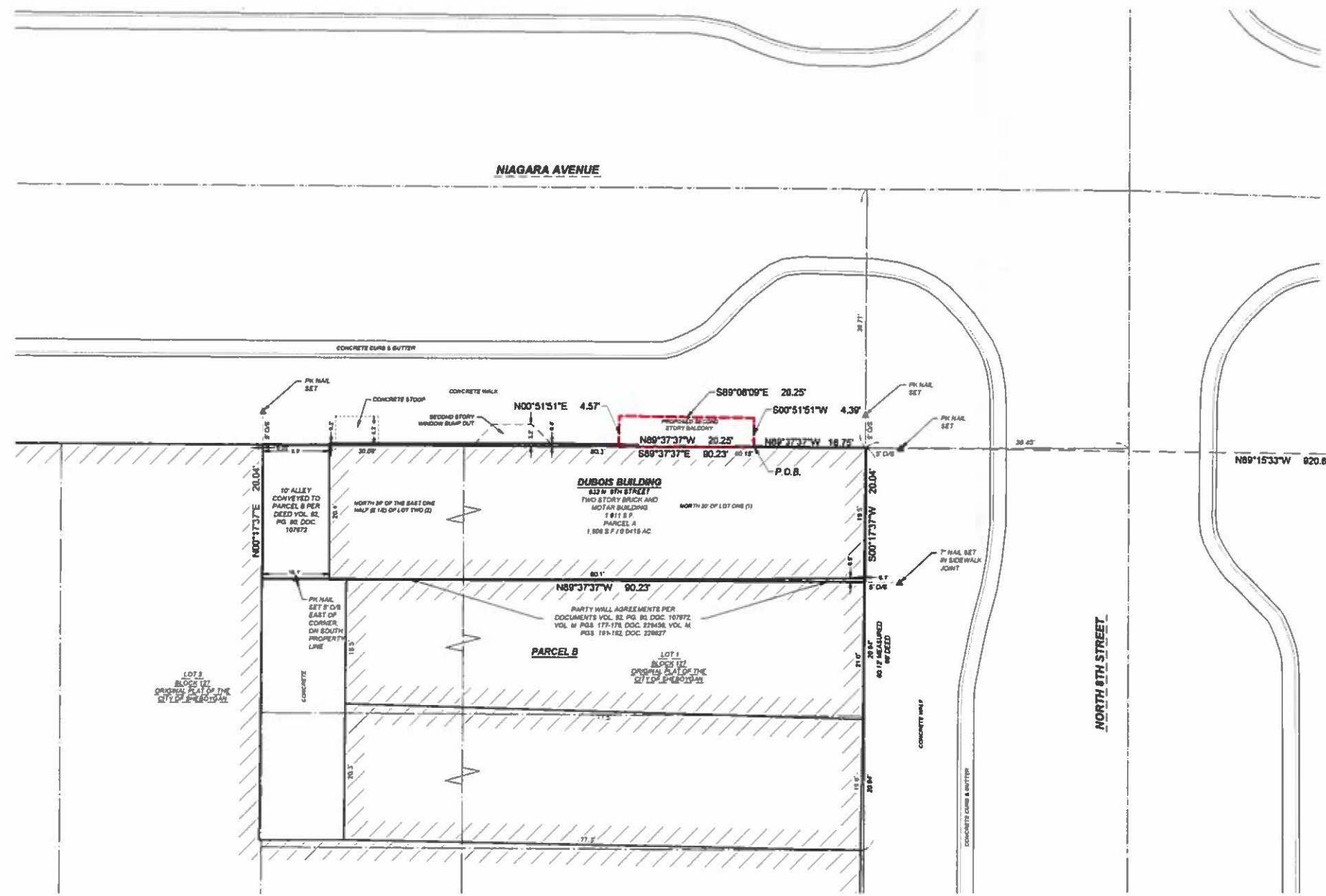


SCALE 1" = 10'

| LEGEND | |
|--------|----------------|
| | PROPERTY LINE |
| | RAW LINE |
| | RAW CENTERLINE |
| | BUILDING |



CENTER OF SECTION 23, T15N, R23E FOUND BAW-CUT X IN CONCRETE



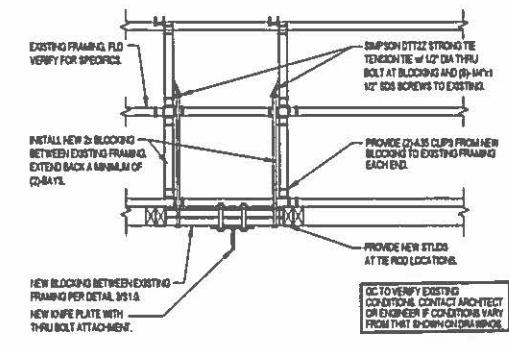
| SURVEY BY | NS | BOOK NO | NO | DATE | REVISION | NO | DATE | REVISION |
|-----------|-----|---------|------------|------|----------|----|------|----------|
| DR BY | BFG | PROJ NO | 76-0143.01 | | | | | |
| CHK BY | NV | DATE | 12/09/2019 | | | | | |

DUBOIS BUILDING
SCHROEDER & HOLT ARCHITECTS
SHEBOYGAN, WI

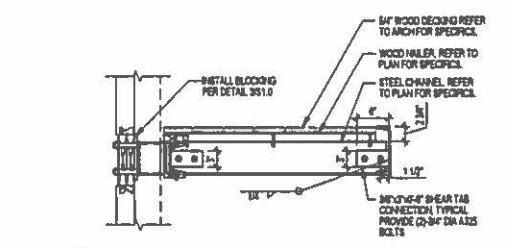


CONDITIONAL USE PERMIT EXHIBIT

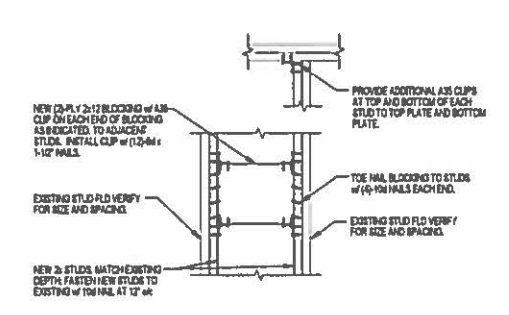
SHEET NO
1



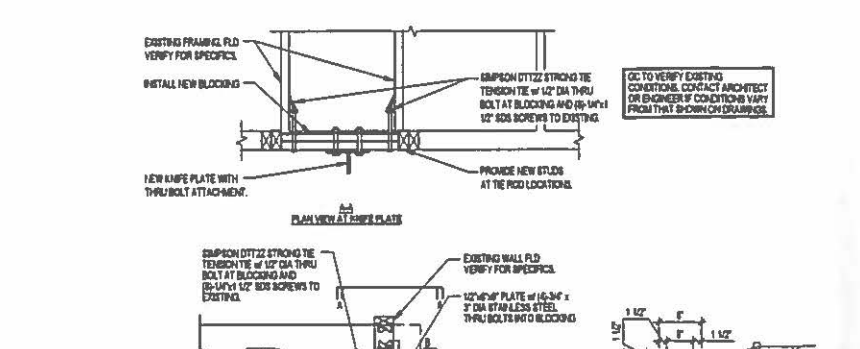
5
S1.0
BLOTTING REINFORCEMENT



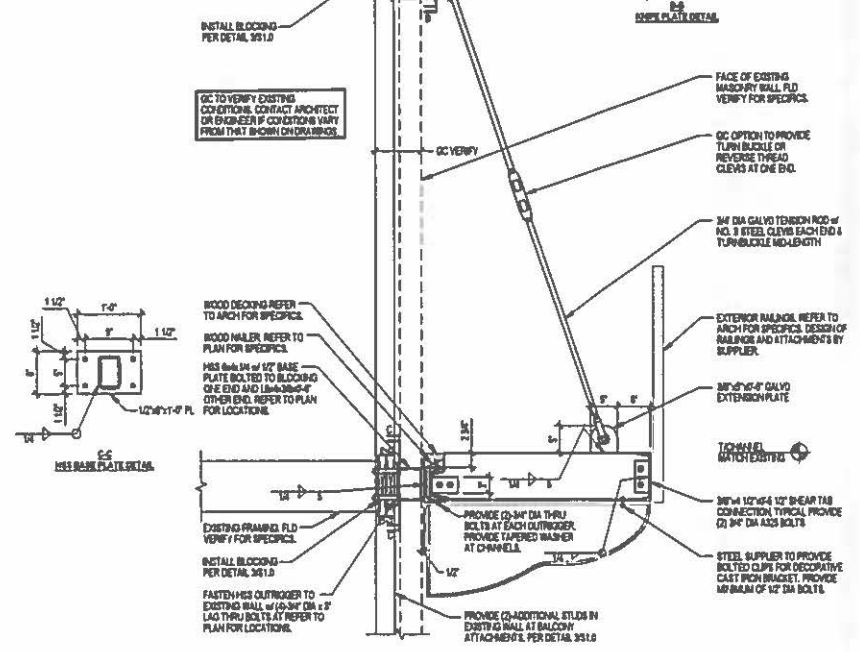
4
S1.0
SECTION AT BALCONY



3
S1.0
BLOTTING REINFORCEMENT



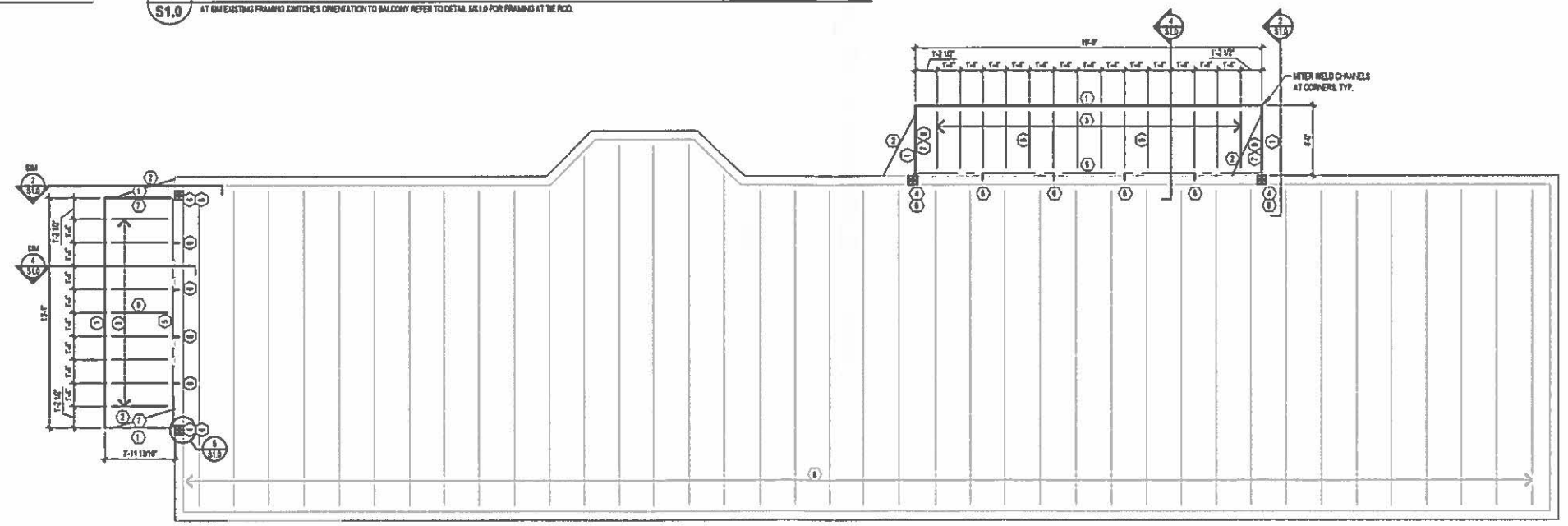
2
S1.0
SECTION AT BALCONY



1
S1.0
EXISTING SECOND FLOOR FRAMING PLAN

- CONTRACTOR NOTES:**
- CONTRACTOR SHALL HIRE A SHORING ENGINEER & CONTRACTOR TO DESIGN AND PROVIDE ALL SHORING REQUIRED TO SUPPORT EXISTING CONSTRUCTION AND NEW CONSTRUCTION AS REQUIRED TO BUILD THIS PROJECT.
 - IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND CONSTRUCTION SEQUENCE IN ORDER TO ENSURE THE SAFETY OF THE BUILDING AND WORKMEN DURING CONSTRUCTION (MEANS & METHODS OF CONSTRUCTION, THIS INCLUDES, BUT IS NOT LIMITED TO: SHORING, UNDERPINNING, TEMPORARY BRACING, ETC).
 - FIELD VERIFY ALL DIMENSIONS & EXISTING SIZES SHOWN ON THESE CONSTRUCTION DOCUMENTS LOCATING EXISTING BUILDING ELEMENTS PRIOR TO PREPARING SHOP DRAWINGS & FABRICATING MATERIALS. GENERAL CONTRACTOR TO COORDINATE ANY CHANGES w/ ARCHITECT & ENGINEER.
 - ALL EXISTING FRAMING SHOWN ON THESE DRAWINGS IS BASED ON AVAILABLE DOCUMENTATION & FIELD OBSERVATION TO DATE. FIELD VERIFY ACTUAL DIMENSIONS/CONFIGURATIONS OF ALL STRUCTURAL MEMBERS AS NECESSARY FOR NEW CONSTRUCTION. IF SIZES DIFFER, NOTIFY ENGINEER PRIOR TO PROCEEDING WITH WORK. FIELD VERIFY ALL EXISTING MEMBER SIZES AND LOCATIONS AS REQUIRED TO PROPERLY INSTALL ALL NEW STRUCTURAL MEMBERS AS SHOWN. VERIFY AND RELOCATE ALL OTHER WORK (PLUMBING, ELECTRICAL, HVAC, ETC) AS REQUIRED TO INSTALL NEW STRUCTURAL MEMBERS AS SHOWN ON THESE DRAWINGS.

- EXISTING SECOND FLOOR FRAMING PLAN KEY NOTES:**
- Ø14 STEEL CHANNEL
 - 3/4" DIAMETER GALVANIZED TENSION TIE ROD w/ NO. 3 CLEWS EACH END
 - Ø14.5 STEEL CHANNEL w/ FT 8/17 2x WOOD HAILER ON TOP OF STEEL CHANNEL w/ 3/4" DIAMETER BOLTS AT 24" OC. PROVIDE TAPERED W/BE'S AT CHANNELS.
 - REINFORCE EXISTING WOOD STUDS AT BALCONY ATTACHMENTS w/ 2x STUDS. REFER TO DETAIL 391.0 FOR SPECIFIC. FIELD VERIFY EXISTING WALL SIZE FOR REQUIRED STUD SIZE.
 - Ø14.5 STEEL CHANNEL w/ FT 8/17 2x WOOD HAILER ON TOP OF STEEL CHANNEL w/ 3/4" DIAMETER BOLTS AT 24" OC. PROVIDE TAPERED W/BE'S AT CHANNELS.
 - PROVIDE HSS 14x14 (L/S) OUTRIGGER FOR STEEL CHANNEL SUPPORT. REFER TO DETAIL 491.0 FOR ADDITIONAL INFORMATION.
 - PROVIDE 1/4x1/4x1/4 FT 8/17 2x WOOD HAILER ON TOP OF STEEL ANGLE w/ 3/4" DIAMETER BOLTS AT 24" OC. SHIP WELD ANGLE TO CHANNEL FOR DECK SUPPORT. PROVIDE 1/4" x 3" LONG WELDS TOP AND BOTTOM OF ANGLE 24" OC.
 - ASSEMBLED WOOD JOIST FRAMING, FLD VERIFY FOR FRAMING SIZE, DEPTH, AND SPAN.
 - STEEL SUPPLIER TO PROVIDE BOLTED CLIPS FOR DECORATIVE CAST IRON BRACKET. PROVIDE MINIMUM OF 1/2" DIA BOLTS.



1
S1.0
EXISTING SECOND FLOOR FRAMING PLAN
SCALE: 1/4"=1'-0"



DuBois Building
Second Floor Remodeling
832 N 8th St.
Sheboygan WI

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |

PROJECT #: 3996
DATE: October 24th, 2019
EXISTING SECOND FLOOR FRAMING PLAN

S1.0

II

4.1

R. O. No. 128 - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a request from Schroeder & Holt Architects LLC to encroach upon portions of Niagara Avenue on property located at 832 N. 8th Street for the purpose of constructing a balcony.

City Plan

CITY CLERK

December 12th, 2019

City of Sheboygan
828 Center Ave Suite 300
Sheboygan WI, 53081

Re: DuBois Building 832 N. 8th Street

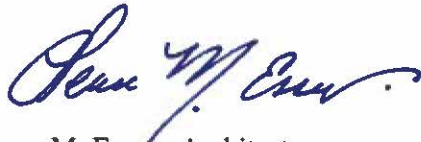
Mayor Vandersteen and Common Council

We are writing you to request an encroachment into the public right of way on the property located at 832 N. 8th Street – the DuBois building. Built of wood framing and brick veneer around the turn of the century, the building originally had two apartments on the second floor. The entrance stairs to the second floor is located at the rear of the building. To provide egress from the front apartment a balcony was constructed on the Niagara Ave. side of the building. This balcony was removed at some time in the past, but the door to the balcony still remains.

The owner of the building would like to renovate the second floor of the building into a single, three bedroom, Airbnb. We are seeking permission to construct a new balcony in the location of the original balcony. This balcony is necessary to provide a second means of egress from the front apartment. The small and narrow size of the building does not allow us to construct a second internal stair. Our design will be consistent with the age of the building as well as the children's museum egress stair directly across the street.

Please contact me if you have any questions.

Thank you,



Steven M. Esser - Architect

311 East Chicago Street
Suite 310
Milwaukee, WI 53202

p. 414-276-1760
f. 414-276-1764

www.sha-a2k.com



**Tuesday, November 26, 2019
CITY PLAN COMMISSION - 4:00 PM**

**CITY HALL - COUNCIL CHAMBER
828 Center Avenue, Sheboygan, WI 53081**

Persons with disabilities who need accommodations to attend the meeting should contact the Dept. of City Development at 920/459-3377 as soon as possible.

1. OPENING OF MEETING

- 1.1 Call to Order.
- 1.2 Pledge of Allegiance
- 1.3 Introduction of committee members and staff.
- 1.4 Identify potential conflict of interest.

2. MINUTES

- 2.1 Approval of the Plan Commission minutes from November 12, 2019.

3. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- 3.1 Conditional Use application by Jim DuBois to construct a new 2nd floor apartment at 832 N. 8th Street.
- 3.2 Conditional Use Permit and variance application by Ma De Jesus Alvarado - Vital to locate Tacos Maria food truck in the Citgo parking lot located at 610 S. 14th Street.
- 3.3 Site Plan application by Vollrath to replace hydrogen and nitrogen tanks at their facility located at 1236 N. 18th Street.

4. NEXT MEETING

- 4.1 December 10, 2019

5. ADJOURN

- 5.1 Motion to Adjourn

In compliance with Wisconsin's Open Meetings Laws, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall
Mead Public Library
Sheboygan County Administration Building
City's website



November 08, 2019

City of Sheboygan
Department of City Development
828 Center Avenue
Sheboygan WI, 53081

Re: DuBois Building Second Floor Remodeling
Conditional Use Permit Process - Written Documentation

The following is the written documentation required by the city for the Conditional Use Permit Process specifically explaining/detailing the proposed use:

- An explanation of the existing/previous use.
The second floor space is currently vacant. The space was previously used as an apartment and prior to that was offices.
- An explanation of the proposed apartment use – how many apartments, how many bedrooms, parking, etc.
The proposed use is a second floor, three bedroom apartment.
- Why did you select this location?
The owner of the building operates a business on the first floor.
- Where are the apartments located in this building – please provide floor plan showing how the space is to be used (1st floor and 2nd floor - office, retail, apartments, etc.).
Please refer to the attached drawings.
- Explanation of jump platform/deck – why needed (use) and design (aesthetics).
The jump platform is required to meet UDC code requirements. Two means of egress are required from the apartment. We cannot get the second means of egress without the platform.
- Number of parking spaces - is their enough parking for clients, employees and tenants?
Public parking is located on adjacent street.
- How will you insure that the proposal will not become a nuisance to adjoining property owners (i.e. vehicles, equipment, lighting, noise, architectural style, outdoor storage of materials, garbage, etc.)?
We are in the process of coordinating this with neighboring owners and tenants.
- Any other information that will be useful for the Plan Commission to understand your proposed business.
Nothing at this time.

Thank you,
Raymond Rodenbeck

311 East Chicago Street
Suite 310
Milwaukee, WI 53202

p. 414-276-1760
f. 414-276-1764

www.sha-a2k.com



TRANSMITTAL

To: Meredith DeBruin
City of Sheboygan
828 Center Ave
Sheboygan WI 53081

Project: DuBois Remodeling

Attn: Meredith DeBruin

Job No.: 3996

Date: November 25, 2019

Sent via: delivery

We are sending you

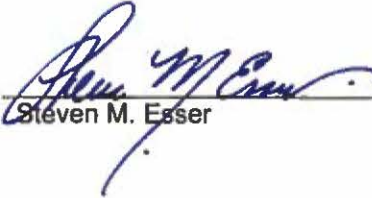
- Attached Under separate cover via _____ the following items:
- Shop Drawings Prints/Plans Samples Specifications Change Orders
- Other: _____

| Copies | Description |
|---------------|----------------------|
| 1 | Encroachment request |
| 1 | drawings |
| | |
| | |
| | |
| | |
| | |

These are transmitted as checked below:

- For your use Approved as submitted Resubmit Copies for approval
- As requested Approved as noted Submit Copies for distribution
- For your review Returned for corrections Return Corrected prints

Remarks:

Signed:  Copies to: file
Steven M. Esser

311 East Chicago Street
Suite 310
Milwaukee, WI 53202

p. 414-276-1760
f. 414-276-1764

www.sha-a2k.com

II

R. O. No. _____ - 19 - 20. By CITY CLERK. January 20, 2020.

Submitting a claim from Mark Weidemann for alleged damages to the TV antenna on his camper from non-trimmed trees.

*Finance
Personnel*

CITY CLERK

DATE RECEIVED _____

RECEIVED BY _____

JAN 16 '20 PM 4:28

CLAIM NO. 24-19

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: MARK WEIDEMANN
2. Home address of Claimant: 615 S. 27th, SHEBOYGAN WI 53081
3. Home phone number: 920-458-7429
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) SEE LETTER
6. Where did damage or injury occur? (give full description) SEE LETTER

7. How did damage or injury occur? (give full description) TREE'S HAVE NEVER BEEN TRIMMED FROM AT LEAST 2014. - See Letter

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: SEE LETTER

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: SEE LETTER
- (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").

"NO INJURIES" TV ANTENNA ON TOP OF CAMPER.

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

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

Auto: CAMPER \$ 422.51
 Property: \$ _____
 Personal injury: \$ _____
 Other: (Specify below) \$ _____
TOTAL \$ 422.51

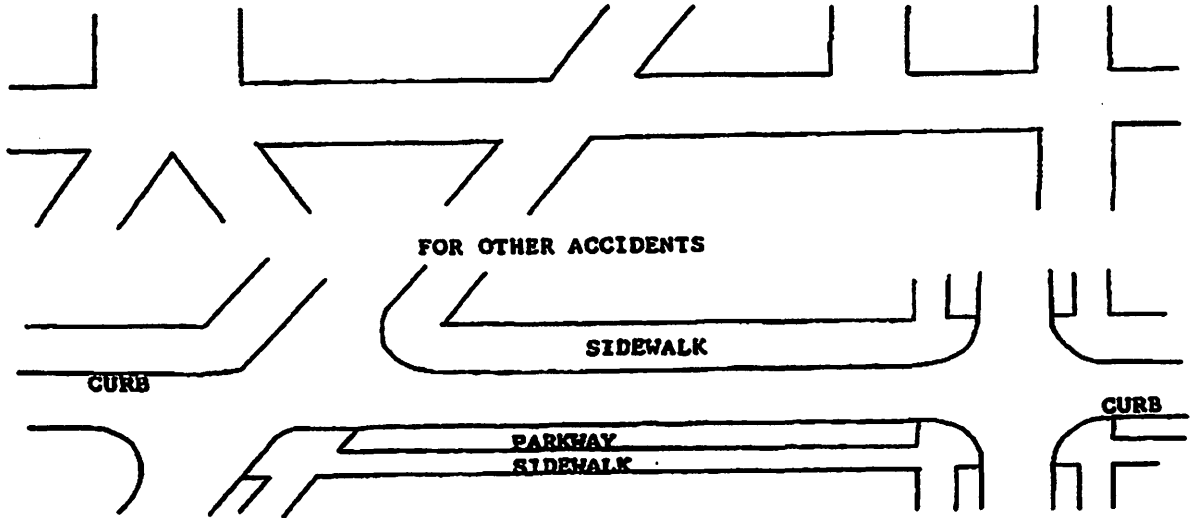
Damaged vehicle (if applicable)

Make: ~~Ford~~ CROSSROADS Model: SUNSET TRAIL Year: 2014 Mileage: N/A.

Names and addresses of witnesses, doctors and hospitals: VIRGINIA WEIDEMANN / SPOUSE

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 Mark Weidemann DATE 1/14/20

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. 26-19

CLAIM

Claimant's Name: MARK + VIRGINIA WEIDENANN

Claimant's Address: 615 S. 27 St.
SHEBOYGAN WI 53081

Claimant's Phone No. 920-458-7429

Auto CAMPER \$ 422.51

Property \$ _____

Personal Injury \$ _____

Other (Specify below) \$ _____

TOTAL \$ _____

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 \$ _____.

SIGNED Mark Weidenann

DATE: 1/14/20

ADDRESS: 615 S. 27 St.
SHEBOYGAN WI 53081

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

Decemer 15, 2019

Mr. Darrell Hofland

City of Sheboygan

Dear Mr. Hofland

After playing phone tag the last several days I dedecided to write this letter instead. Enclosed find a copy of a paid bill from Horn's RV. Your attention should be a TV antenna which was bent and not working (422.51)

This camper is a 2014 which was purchased new in 2014. Every time we brought it home to load up and go camping or return to unload the antenna incured some sort of bending. This has happened every year untill this year when it no longer worked. We were advised by the dealer Wagner RV not to touch it because it might break.

I invite you to drive in our neighborhood either on S 26 or S25 street which is the way we come to park in front of our home. The Trees have never been trimmed for all of this time and most of the sidewalks are all damaged because of these trees, The City planted these trees and is there responsibility to take care of the trimming. Some of our concrete has already been replaced and it is again damaged to the point of neighbors triping on them. After 3 years of calling your dept. we finally got a answer this year and our 2 trees were trimmed but that is all they did.

I am hoping you will reimburse me for this expense.

Sincerely,

Mr & Mrs Mark Weidemann, 616 South 27 Street, Sheboygan, Wi 53081



20-19

WO #: H3414 (Appointment Date: 07 NOV 2019 - Time: 09:00am)
Customer Name: 11462 - WEIDEMANN, MARK Date In: 07 NOV 19
Address: 615 S 27 ST Promised Date: 21 NOV 19
SHEBOYGAN, WI
Postal/Zip: 53081 Purchased Date:
Phone#(res): 920-458-7429 Delivery Date:
Phone#(bus): Chassis#:
Cell Phone: Serial#: 4V0TC3021EB024767
Email MWW526@YAHOO.COM

Author: GCARTER
Stock No:
Year: 2014
Manufacturer: CROSSROADS
Brand: SUNSET TRAIL
Model: 30RE
Miles/Hrs:
Exterior Color:

License#:
Tag#:



Job #1 - External

TV ANTENNA IS BENT AND ISN'T WORKING. QUOTE A REPLACEMENT> Customer approved new antenna.

Subtotal for Job #1: 0.00

Job #2 - External

COMPLAINT: THE DRIVER SIDE REAR CORNER MOLDING IS DAMAGED

QUOTE,

PARTS, 72.00
LABOR, 325.00
TOTAL, 397.00

CAUSE: Corner molding was bent.

CORRECTION: Took old corner molding off unit, cleaned all old sealant off unit. Cut new corner molding to size, put it on unit, sealed it in place, and put screw cover molding back in. NOTE: THERE IS A SMALL SCRATCH ON SIDEWALL NOT COVERED BY MOLDING..

Labor

| Job # | Description | Total |
|-------|----------------------|--------|
| 2 | BODY ESTIMATE DAMAGE | 298.00 |

Parts

| Part # | Description | Qty | Price | Total |
|-----------|------------------------------|------|-------|-------|
| 13-0799 | 100Z PRO FLEX RV CRYSTAL | 1.00 | 9.85 | 9.85 |
| 32651117 | EPDM NON-SAG LAP SEALANT TAN | 1.00 | 9.90 | 9.90 |
| 20X39103A | EXTERIOR MOLDING.LONG LEG | 1.00 | 39.99 | 39.99 |
| | ROOF EDGE 1-1/4" X120" BLK | | | |
| | VERTICAL CORNER MOLDING | | | |
| 13-0706 | 100Z PRO FLEX RV BLACK | 1.00 | 9.75 | 9.75 |

Subtotal for Job #2: 367.49

Job #K42773101 - External

COMPLAINT: Install Winegard HD TV antenna (Antenna on shelf in shop)

CAUSE: 1001 CUSTOMER REQUESTED

CORRECTION: Took old antenna off unit, installed new antenna on unit, and sealed the antenna on the



Parts

| Part # | Description | Qty | Price | Total |
|----------|-------------------------------|------|--------|--------|
| 42773101 | ANTENNA RAYZAR Z1 W-MNT WHITE | 1.00 | 102.86 | 102.86 |
| 32651010 | LAP SEALANT WHITE | 1.00 | 9.69 | 9.69 |
| 13-1287 | 10.3OZ LAP SEALANT WHITE | 1.00 | 11.96 | 11.96 |

26-19

Subtotal for Job #K42773101: 422.51

| | |
|-----------------------------|--------|
| Parts Total: | 194.00 |
| Labour Total: | 596.00 |
| Sublet Total: | 0.00 |
| Extras Total: | 0.00 |
| WISCONSIN STATE SALES TAX: | 39.50 |
| SHEBOYGAN COUNTY SALES TAX: | 3.95 |
| Work Order Total: | 833.45 |

Customer Signature : _____

Date: 18 Nov 2019

APPOINTMENT DATE: _____ UNIT DROP OFF DATE: _____ REPAIR COMPLETION DATE: _____
NOTIFIED OF COMPLETION: TIME: _____ DATE: _____ RELEASED DATE: _____

I/WE THE UNDERSIGNED ACKNOWLEDGE THE FOREGOING AS FACTUAL AND I/WE HEREBY ACKNOWLEDGE RECEIPT OF THE COMPLETED COPY OF THE INVOICE/CLAIM.

SIGNATURE OF OWNER: _____



II

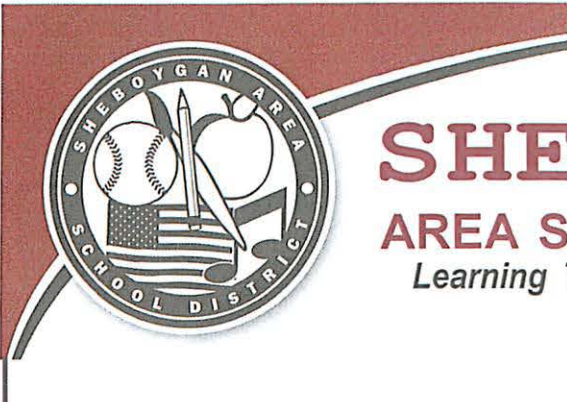
R. O. No. _____ - 19 - 20. By CITY CLERK. January 20, 2020.

Submitting a claim from the Sheboygan Area School District for recovery of 2019 property tax on Parcel No. 59281106170 and Parcel No. 59281106200.

Finance+
Personnel

CITY CLERK

JAN 16 '20 PM 4:20



SHEBOYGAN AREA SCHOOL DISTRICT

Learning Today. Leading Tomorrow.

Mark Boehlke
Assistant Superintendent
Business & Operational Services

830 Virginia Avenue
Sheboygan, Wisconsin 53081
Ph. (920) 459-3955
Fax: (920) 459-4300

27-19

January 16, 2020

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

Ms. DeBruin,

The Sheboygan Area School District wishes to file a claim for recovery of the 2019 property tax on parcel # 59281106170 in the amount of \$1,576.68 and parcel # 59281106200 in the amount of \$18,159.42.

The basis for this claim is Wisconsin state statute 74.33(c), *The property is exempt by law from taxation*, and Wisconsin state statute 70.11(2) *property owned by any school district*.

In addition to the property tax, a Business Incremental charge of \$250.00 and \$1,961.29 was added to these tax bills. Please advise on how to file a claim for a refund of these charges.

This property was owned by the district for the entirety of 2019.

Please let me know if you need anything further from the district.

Sincerely,

Mark Boehlke
Assistant Superintendent, Business and Operational Services
mboehlke@gmail.com
920-459-3955

JAN 16 '20 PM 4:20

II

R. O. No. _____ - 19 - 20. By FIRE CHIEF. January 20, 2020.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 01, 2019 and ending December 31, 2019.

| | 2017 | 2018 | 2018 | 2019 | 2019 |
|--|---------------|---------------|---------------|--------------|-------|
| <u>Incident Types</u> | Actual | YTD Figures | Actual | YTD Figures | Goals |
| Fires | 125 | 94 | 94 | 89 | < 90 |
| Rescue & Emergency Medical Service | 3959 | 4220 | 4220 | 4516 | 4300 |
| Non Fires | 1077 | 1055 | 1055 | 1130 | 1000 |
| TOTAL | 5161 | 5369 | 5369 | 5735 | |
| <u>Station Incident Count per Station</u> | | | | | |
| Station 1 | 51 | 1560 | 1560 | 1556 | |
| Station 2 | 1549 | 1063 | 1063 | 1130 | |
| Station 3 | 987 | 1417 | 1417 | 1422 | |
| Station 4 | 1309 | 818 | 818 | 1043 | |
| Station 5 | 814 | 474 | 474 | 543 | |
| Out of City | 51 | 37 | 37 | 43 | |
| <u>Fire Loss</u> | | | | | |
| Number of Incidents | 64 | 56 | 56 | 55 | |
| Total Property Loss | \$ 273,985.00 | \$ 630,000.00 | \$ 630,000.00 | \$373,100.00 | |
| Total Content Loss | \$ 126,341.00 | \$ 348,985.00 | \$ 348,985.00 | \$152,565.00 | |
| Total Loss | \$ 400,326.00 | \$ 978,985.00 | \$ 978,985.00 | \$525,665.00 | |
| Average Loss | \$ 6,255.00 | \$ 14,481.00 | \$ 17,481.00 | \$9,557.00 | |
| <u>Workload</u> | | | | | |
| Inspections | 1880 | 1926 | 1926 | 1987 | 1926 |
| School Safety Program/Students | 183/3353 | 173/3246 | 173/3246 | 149/3330 | |
| Public Events | 25 | 51 | 51 | 46 | 45 |
| Non-Compli/Installed Smoke Alarms | N/A | N/A | N/A | 128/161 | |
| Fire Training Hours | 5903 | 7969 | 7969 | 10513 | 8000 |
| EMS Training Hours | 2697 | 2048 | 2048 | 2314 | 2100 |
| Investigations/Formal | 70 | 100 | 100 | 91 | |
| <u>Efficiency</u> | | | | | |
| EMS Average Response Time (Seconds) | | | | | 90% |
| Fire Average Response Time (Seconds) | | | | 88% | 90% |
| <u>Effectiveness</u> | | | | | |
| Resident Satisfaction Rating | 1 | 1 | 1 | 1 | 1 |
| ISO Rating | 2 | 2 | 2 | 2 | 1 |

XAPS



 FIRE CHIEF

II

R. O. No. - 19 - 20. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
December, 2019.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2019 and ending December 31, 2019.

| | 2017 | Y-T-D | 2018 | Y-T-D | 2019 |
|--|---------------|-----------------|---------------|-----------------|--------------|
| <u>Patrol and Investgations</u> | <u>Actual</u> | <u>12/31/18</u> | <u>Actual</u> | <u>12/31/19</u> | <u>Goals</u> |
| Homicide | 0 | 0 | 0 | 1 | 0 |
| Rape | 24 | 21 | 21 | 28 | 20 |
| Robbery | 11 | 11 | 11 | 9 | 15 |
| Aggravated Assault | 85 | 128 | 128 | 109 | 100 |
| Violent Crime Total | 120 | 160 | 160 | 147 | 125 |
| | | | | | |
| Burglary | 91 | 89 | 89 | 79 | 100 |
| Theft | 702 | 703 | 703 | 664 | 900 |
| Motor Vehicle Theft | 32 | 25 | 25 | 18 | 30 |
| Arson | 12 | 8 | 8 | 3 | 5 |
| Property Crime Total | 837 | 825 | 825 | 764 | 1050 |
| | | | | | |
| Percent of Offenses Cleared | 47% | 52% | 52% | 64% | 70% |
| Value of Property Stolen | \$554,070 | \$485,282 | \$485,282 | \$678,222 | \$500,000 |
| Value of Property Recovered | \$184,216 | \$179,946 | \$179,946 | \$1,170,450 | \$200,000 |
| Percent of Stolen Recovered | 33% | 37% | 37% | 57% | 40% |
| | | | | | |
| Accident Investigations | 1,736 | 1,677 | 1,677 | 1,592 | 1,500 |
| Traffic Stops | 6,157 | 5,270 | 5,270 | 4,937 | No Goal |
| Traffic Arrests | 4,669 | 4,509 | 4,509 | 3,924 | No Goal |
| Other Arrests | 3,006 | 3,406 | 3,406 | 3,204 | No Goal |
| Speed Trailer Deployments | 7 | 17 | 17 | 17 | 20 |
| HVEE Deployments | 6 | 14 | 14 | 31 | 12 |
| Parking Tickets Issued | 10,476 | 9,032 | 9,032 | 7,840 | 10,000 |
| Bicycles Recovered | 139 | 158 | 158 | 168 | 150 |
| Involuntary Commitments | 161 | 121 | 121 | 110 | No Goal |
| | | | | | |
| <u>Administration</u> | | | | | |
| District Attorney Request for Digital Evidence | 1,008 | 1,321 | 1,321 | 1,326 | 2,750 |
| Open Records Requests | 3,778 | 4,804 | 4,804 | 6,546 | 4,000 |
| Nixle Messages Sent | 263 | 283 | 283 | 239 | 250 |
| Press Releases | 25 | 41 | 41 | 28 | 50 |
| Tweets | 298 | 236 | 236 | 224 | 350 |
| Facebook likes | 8,045 | 10,042 | 10,042 | 12,164 | 11,500 |
| Reported Crime Maps | 103 | 89 | 89 | 85 | 104 |
| Crime Comparison Reports | 44 | 36 | 36 | 25 | 26 |

AIPS

Police Chief

R. O. No. _____ - 19 - 20. By CITY CLERK. January 20, 2020.

Submitting a communication from Robert J. Werner, President - Werner Homes, petitioning for the taking of a park (Parcel Number 59281-471040) for non-park use under Section 74.2 of the City of Sheboygan Municipal Code.

CITY CLERK

*Wanner Parks,
Forestry*



January 15, 2020

Mrs. Meredith DeBruin
Clerk of City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Mrs. DeBruin,

SUBJECT: Park Land Transfer

As part of the proposed land development for the Stonebrook Crossing Addition No. 1 subdivision, we respectfully petition for the taking of a park for non-park use under Section 74.2 of the City of Sheboygan Municipal Code.

The park lands requested is Parcel Number 59281-471040 and is further legally described in Exhibit 1.

This existing park land is currently wooded with no park infrastructure in place, including signage, parking and entrance. The topography is not conducive to becoming an active park with areas for playground equipment and grassy areas. Per the Professionally Assured Wetland Delineation Report dated October 25, 2019 and completed by Evergreen Consultants LLC, no rare species or natural communities of concern were identified on this existing park parcel, along with a multitude of ash trees that were infested with emerald ash borers.

The preliminary plat for the Stonebrook Crossing Addition No. 1 residential development that was submitted to the Department of City Development on January 14, 2020, includes a planned outlot to be dedicated to the City for use as a park. This lot is centrally located within the subdivision to allow for use as a neighborhood park with road access and flat grade for grassy areas and playground. The planned subdivision includes 134 residential lots and a neighborhood park would serve as a valuable and enduring amenity for the citizens of Sheboygan.

As part of this development, we are requesting to transfer the existing park land with little usability for the usable proposed park land as shown on the preliminary plat. The subdivision, including the proposed park land, is planned to be developed in 2020. As part of the development the proposed park land would be graded and seeded with grass, along with access to water, sanitary sewer, natural gas and electricity, all to be installed at the developer's expense.

We appreciate the City's consideration of this request and look forward to working with you to make this a great addition to the City.

Sincerely,

Robert J. Werner

President – Werner Homes



4539 South Taylor Drive
Sheboygan, Wisconsin 53081

EXHIBIT A

Legal Description of Existing Park Land

A part of the SE 1/4 of Section 9, T. 14N., R.23E., City of Sheboygan, Sheboygan County, Wisconsin, and described as:

Commencing at the Southeast Corner of said Section 9; thence N.00°10'44"E. 1384.51 feet along the east line of the SE 1/4 of said Section 9; thence West 33.00 feet to the west line of Moening Road and the point of beginning; thence West 345.04 feet; thence N.02°00'00"E. 124.68 feet; thence North 296.33 feet; thence East 341.52 feet; thence South to the point of beginning.

III

Res. No. _____ - 19 - 20 . By Alderpersons Bohren and Wolf.
January 20, 2020.

A RESOLUTION expressing the sense of the council that the board of marina, park, and forestry commissioners consider beginning the process set forth under Sec. 74-2, Sheboygan Municipal Code, for the taking of a park for a non-park use.

WHEREAS, Res. No. 155-08-09 dedicated Tax Parcel No. 59281-471040 located on Moenning Road for park purposes; and

WHEREAS, Werner Homes, the developer of Stonebrook Crossing Addition No. 1 Subdivision has made a request to develop the existing park land on Moenning Road as part of the new subdivision, and to create a new proposed park closer to South Business Drive to be dedicated as part of the final plat approval; and

WHEREAS, this process will also require the deeding of the public land to the developer; and

WHEREAS, Sec. 74-2, Sheboygan Municipal Code, declares that the taking of a park for non-park use—either public or private—is a serious matter and provides that no such taking shall be done without a positive recommendation from the board of marina, park, and forestry commissioners to the Public Works Committee by a three-fourths vote and after three public hearings have been held regarding whether or not a park should be taken; and

WHEREAS, even after that process, the Common Council may choose to put the matter to referendum.

NOW, THEREFORE, BE IT RESOLVED: That it is the sense of the Council that the Board of Marina, Parks and Forestry begin the process of taking a park for non-park use, including holding three public hearings and, after the public hearings are held, make a recommendation to the Public Works committee on the taking of dedicated park for non-park purposes.

*Marina, Parks,
Forestry*

BE IT FURTHER RESOLVED: That the Common Council's expression of its sense is not intended to bind the Council in its decision after the process with the board of marina, park, and forestry commissioners is complete; rather, the Common Council merely desires that the process take place so that due consideration may be made of the request.

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

III

Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren.
January 20, 2020.

A RESOLUTION authorizing entering into an Agreement with Visit Sheboygan STEAM, Inc.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan and Visit Sheboygan STEAM, Inc. for Fund for Lake Michigan Grant Funds, a copy of which is attached hereto and incorporated herein.

Finances
Personnel

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 AND

VISIT SHEBOYGAN STEAM, INC.

FOR FUND FOR LAKE MICHIGAN GRANT FUNDS

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**," and Visit Sheboygan STEAM, Inc. with an office at _____ S. 8th Street, Sheboygan, WI, hereinafter called "**VISIT**".

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Fund for Lake Michigan Grant in 2019 and was awarded funding in January 2020, hereinafter called "**FFLM**"; and

WHEREAS, the **CITY** and **VISIT** have submitted a proposal for funding and support of the STEAM Education Center Project in the amount of \$75,000 to be constructed on the site of the Visit Sheboygan Visitor Center; and

WHEREAS, the **CITY** is the **FFLM** grantee and desires to contract with **VISIT** to undertake the activities supported by **FFLM** funds.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **VISIT** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves development of site plans and engineering assessments, including landscape, designs for the transformation of a new public access easement into a public greenspace, and designs for green infrastructure including asphalt removal, re-grading of land and incorporation of native grasses and vegetation with the creation of a rain garden and micro prairie. The third component is the development of exhibit designs for signage and hands-on outdoor grade manipulative.

ARTICLE II - SERVICES PROVIDED BY VISIT

VISIT shall contract with the necessary firms to carry out the terms of the grant agreement with **FFLM**.

ARTICLE III - COMPENSATION

Upon receipt of evidence agreeable to the **CITY** that **VISIT** is performing the services pursuant to this Agreement, **VISIT** shall receive a payment from the **CITY** based on the payment schedule outlined in the grant including Payment No. 1 of \$50,000 on or around February 15, 2020 and Payment No. 2 of \$25,000 on or around August 15, 2020.

ARTICLE IV - REQUEST FOR PAYMENT

VISIT shall submit a written request for payment to the Department of City Development. The **CITY** shall disburse payment in two lump sum payments based on payment schedule from grantee.

ARTICLE V - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **VISIT** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE VI - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE VII - FINAL PAYMENT ACCEPTANCE

The acceptance by **VISIT** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **VISIT** may have against the **CITY** under the provisions of this Agreement.

ARTICLE VIII - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

VISIT agrees to provide liability protection for its officers, employees and agents while acting within the scope of

their employment. **VISIT** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **VISIT**.

ARTICLE IX - CONFLICT OF INTEREST

VISIT covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE X - DOCUMENTATION FOR REPORTING PURPOSES

VISIT agrees to provide the necessary documentation as required for the City to submit the interim report on July 15, 2020 and the final report by October 15, 2020 to the grantee per the special provisions of the grant agreement.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this ___ day of _____, 2020.

CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Visit Sheboygan STEAM, Inc. of has caused this Agreement to be signed this ____ day of _____, 2020.

VISIT SHEBOYGAN STEAM, INC.

BY: _____

ATTEST: _____

This Agreement is authorized by and in accordance with Res. No. ____-19-20.

III

Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren.
January 20, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the Fund for Lake Michigan Grant Agreement in order to accept \$75,000 grant funds.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Fund for Lake Michigan Grant Agreement for Grant 20194715, a copy of which is attached hereto and incorporated herein.

*Finance
Personnel*

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



At the Global Water Center
247 W. Freshwater Way, Suite 537, Milwaukee, WI 53204
414-418-5008 | fundforlakemichigan.org

January 8, 2020

Kathy Cannistra
City of Sheboygan
630 Riverfront Dr. STE 200
Sheboygan, WI 53081

Grant Number: 20194715

Dear Kathy:

It is my pleasure to inform you that the trustees of the Fund for Lake Michigan have approved a grant of \$75,000 to City of Sheboygan to support the STEAM Education Center project.

The Fund for Lake Michigan is a donor-advised fund of the Greater Milwaukee Foundation, Inc. You should receive your initial grant payment directly from the GMF once the attached grant contract is signed and returned to the Fund for Lake Michigan. Please send the contract electronically to casey@fundforlakemichigan.org. Note that the grant agreement includes payment dates, reporting requirements and other important information and conditions of the grant.

We are excited about this project and are honored to support your organization. For all publications and correspondence, please refer to this as a grant from the **Fund for Lake Michigan**. The Fund's name and logo should appear in publications, electronic materials, and on signs for events or projects supported by the grant.

See your grant agreement and the attached guidelines for additional information on publicizing your grant, and please keep us posted on your outreach plans. We are happy to be of assistance as you consider ways to acknowledge the Fund and share news about your grant with others.

Congratulations and best wishes. We look forward to hearing updates on your progress and hope that you will not hesitate to contact the Fund if we can further assist your efforts.

Sincerely,

A handwritten signature in black ink that reads "Vicki Elkin". The signature is written in a cursive, flowing style.

Vicki Elkin
Executive Director
Fund for Lake Michigan



A fund within the Greater Milwaukee Foundation
c/o Greater Milwaukee Foundation
101 W. Pleasant St., Milwaukee, WI 53212
phone: (414) 272-5805

Fund for Lake Michigan Grant Agreement for Grant: 20194715

The grant to your organization from the Fund for Lake Michigan (the Fund) at the Greater Milwaukee Foundation (the Foundation) is for the explicit purpose(s) described below and in your grant application to the FFLM and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed, **return one signed copy of this grant contract to the Fund for Lake Michigan via email to casey@fundforlakemichigan.org.**

Grant Information

Grantee name: City of Sheboygan

Amount of grant: \$75,000 Date authorized: 12/19/2019

Grant purpose: STEAM Education Center

Grant period begins: 1/1/2020 Ends: 9/30/2020

Payment schedule: \$50,000 on 2/15/2020 and \$25,000 on 8/15/2020

Reporting schedule: An interim report is due on 7/15/2020 and a final report is due 10/15/2020

Special conditions: if section IIA applies, final payment may not be issued until signage and other requirements have been met

Special Provisions

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

Please read the following carefully:

I. EXPENDITURE OF FUNDS

This grant is to be used only for the purpose described in the grant application and in accordance with the approved budget. The program is subject to modification only with prior written approval from the Fund and the Foundation.

- A. The grantee shall return to the Foundation any unexpended funds:
 - 1. if the Fund or Foundation determines that the grantee has not performed in accordance with this agreement and approved program/budget,
 - 2. if the grantee loses its exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code, or
 - 3. if the grant period has ended.

- B. No funds provided by the Foundation may be used for any political campaign, legislation, candidates, or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study, and research. Grantees may be required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of the Fund for Lake Michigan or the Greater Milwaukee Foundation.

- C. Unless specifically authorized by the Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.

- D. The grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

- E. Private entities receiving funds from the Fund must solicit competitive bids for all contracts and other expenses estimated to be over \$50,000. Public entities receiving funds from the Fund must follow their own procurement laws and policies.

II. SIGNAGE AND PUBLICITY

- A. The grantee will include the Fund's logo and denote the Fund as a supporter of the project on printed materials, event announcements, the grantee's or project's website, and other media.
- B. When applicable, Fund staff will be included in major press announcements involving the project described in the proposal, such as ground-breakings, ribbon cuttings, and award ceremonies.
- C. The grantee is encouraged to acknowledge the Fund's support on social media and to follow the Fund for Lake Michigan on Twitter, Facebook, and LinkedIn.
- D. If applicable, the grantee will install educational signage that is approved by the Fund.
- E. The grantee will periodically share other photos, video clips, news articles, and other outreach materials that show the impact of the Fund's grant. These materials can be sent directly to Fund staff or submitted via the Fund's website via the "Share Your Story" webpage (<http://www.fundforlakemichigan.org/share-your-story/>).
- F. The grantee will, when asked, report on efforts to recognize the Fund for its support.

III. OPERATIONS AND MAINTENANCE

For all on-the ground restoration and infrastructure projects, the grantee **will maintain the project for at least five years**. If the Project fails to perform as anticipated, or if maintaining the Project is not feasible, then the grantee will provide a report to the Fund explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project may make the grantee ineligible for future Fund for Lake Michigan funding, until the grantee corrects the maintenance problems.

IV. REPORTING REQUIREMENTS

Reports will be submitted according to the following schedule:

- An interim report is due on: 7/15/2020
- A final report is due on: 10/15/2020

Reports should be submitted using the Fund for Lake Michigan's online grant system at <https://www.grantinterface.com/lakemi/Common/LogOn.aspx>. Please contact Casey Eggleston at casey@fundforlakemichigan or 608-334-7788 should you have any questions or problems

submitting your reports. Grantees who fail to submit reports may delay or forfeit pending or future grant payments.

For on-the-ground restoration or infrastructure projects, reports should include before and after photos of the project site.

V. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the Fund for Lake Michigan and the Greater Milwaukee Foundation have no obligation to provide other or additional support to the grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to the Foundation of any amounts subject to the violation.

For the Grantee:

Signature of Representative

Print Name and Title

Date

~~III~~

Res. No. _____ - 19 - 20. By Alderpersons Sorenson and Mitchell.
January 20, 2020.

A RESOLUTION authorizing the City of Sheboygan and Village of Kohler Municipal Court to enter into a Master Service Agreement with Language Line Services, Inc. regarding interpreter services.

RESOLVED: That the Municipal Court Judge is hereby authorized to enter into the Master Service Agreement and Statement of Work, copies of which are attached hereto.

JLPS

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Master Service Agreement

Master Service Agreement with the City of Sheboygan and Village of Kohler Municipal Court

Enter correct full legal name of Customer: City of Sheboygan and Village of Kohler Municipal Court

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you") (together, the "Parties" and each a "Party"), agree that the terms and conditions below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by Company (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Services Statements of Work, each of which is made a part of this Agreement. This Agreement and each of the Services you choose to receive from the Company will become effective upon the signing by you of this Agreement and the relevant Statement(s) of Work and will continue in effect until terminated under Section 11 ("Termination"). If you continue to request and receive Services after this Agreement has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.
- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of the invoice issue date or right to dispute will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of Company) or (iii) as otherwise mutually agreed upon. Invoices will be sent to Customer's billing address shown in Schedule A hereto, or to such other address as Customer may specify by giving written notice to Company to CustomerCare@languageline.com. If Customer will not be paying for any specific affiliates, those affiliate(s) must be identified on Schedule A and must enter into a separate Master Service Agreement with the Company. If Customer wants the Company to identify any such excluded affiliate(s) by a specific name in documentation, please provide a list of the affiliate(s) by name to the Company sales representative assigned to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will not (i) resell the Services to any third parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering products and services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** Both parties understand that the Customer is a municipal entity and subject to all applicable laws regarding public entities, including the Wisconsin Public Records Law. Nothing in this section or in this Agreement shall be interpreted as prohibiting the Customer from complying with its obligations under the Wisconsin Public Records Law (or any other applicable law). With that said, the parties recognize that, in the course of performance of this Agreement, it may be necessary and desirable for them to exchange confidential information ("Confidential Information"). Such information shall be clearly identified as "Confidential Information." To the extent permitted by law, each party shall treat the other party's Confidential Information as confidential, provided that—in the case of written material—the material is (1) marked as confidential or proprietary at the time of disclosure and (2) not otherwise publicly or otherwise known or available from a lawful source. In the case of non-written material, each party shall treat the other party's Confidential Information as confidential as long as it is (1) made clear that the information is confidential and (2) not otherwise publicly or otherwise known or available from a lawful source. Each party represents and warrants that it will only use Confidential Information from the other party for the performance of this Agreement. Customer shall only disclose Company's Confidential Information in response to a Public Records Request, discovery request, or similar process (a "Request") after following the process in this Section. In the event Customer receives Confidential Information from the Company, and Customer receives a Request for any or all of the Confidential Information received, the Customer shall email the Company at customercare@languageline.com with a copy to contractadministrator@languageline.com. Company acknowledges and recognizes that under Wisconsin Public Records Law, Customer is to respond to a Public Records Request within ten days of receipt. Company may provide guidance to Customer regarding whether requested information is Confidential Information. Any such guidance shall be provided to Customer within five (5) business days of receipt of notice of the Request. Receipt of notice shall be deemed to occur upon receipt of the email. If no guidance is provided to Customer, Company shall be deemed to have waived any assertion that records in question are Confidential Information under this Agreement. In the event Customer follows Company's guidance, and Customer is subject to any legal challenge regarding Customer's assertion of

Master Service Agreement

Company's guidance, Company shall indemnify, defend, and hold the Customer harmless from any and all resulting claims and damage, which is not subject to the limitations in Section 7. Company shall only disclose Customer's Confidential Information in response to a discovery request or similar process after following the process in this Section. In the event Company receives Confidential Information from the Customer, and Company receives a discovery request or similar process for any or all of the Confidential Information received, the Company shall email the Customer at caroline.fortin@sheboyganwi.gov with a copy to megan.marver@sheboyganwi.gov. Customer may provide guidance to Company regarding whether requested information is Confidential Information and whether a statute or other provision may govern or limit its release. Nothing in this Section shall prevent either party from—at that party'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 Confidential Information. The parties recognize that any step permitted by law must take place within the deadlines required by any applicable statute, rule, or regulations. This Agreement cannot and does not extend the timeline for such action.

5. **COMPANY PERSONNEL.** Customer understands and acknowledges that in providing the Services, the Company's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are in and outside of the United States (collectively, "Company Personnel"). All Company Personnel are subject to the Company's stringent quality control standards and certification criteria and Company is solely responsible for ensuring that the terms and conditions of this Agreement are met. Customer hereby consents to the use of all Company Personnel by the Company.
6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
8. **INDEMNIFICATION.** The Parties each agree to defend, hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one Party resulting in damages to the other Party. Company will not be liable for intellectual property infringement arising merely from the Company's interpretation or translation of Customer communications or documents, respectively. The Company maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Company may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party.
10. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into an existing Company customer or acquires an existing Company customer, the terms and conditions of this Agreement, including pricing as set out in the

Master Service Agreement

applicable Services Statements of Work, shall remain unaffected unless the Parties otherwise agree in a written amendment to this Agreement.

- 11. TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from the Company within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
- 12. ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by Wisconsin law relating to contracts made in the State of Wisconsin and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to Company at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to customercare@language.com with a copy to contractadministrationteam@language.com, and (b) to Customer at the address or e-mail shown on Schedule A for the Operations Contact, or the most current address provided by Customer to Company. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day. (j) **COMPLIANCE.** Language Line Services, Inc., is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- 13. ENTIRE AGREEMENT.** This Agreement, including all Schedules and Services Statements of Work, constitute the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.
- 14. AUTHORIZATION.** The person signing this Agreement on behalf of Customer certifies that such person has read, understood, and acknowledged all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile

Master Service Agreement

or e-mail or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

| Enter Customer Full Legal Name | Language Line Services, Inc. |
|--------------------------------|---|
| Accepted and agreed to date: | Accepted and agreed to date: 1/13/2020 |
| Signature: | Signature: <small>DocuSigned by:</small> Bonaventura A. Cavaliere <small>BDFC1B15C7172A1E</small> |
| Print Name: | Bonaventura A. Cavaliere |
| Title: | CFO |

Master Service Agreement

Schedule A

Enter correct full legal name of Customer:

CUSTOMER CONTACT INFORMATION

| Operations Contact | Billing Contact <input type="checkbox"/> Same as Operations Contact |
|--------------------|---|
| Name: | Name: |
| Title: | Title: |
| Telephone: | Telephone: |
| Fax: | Fax: |
| E-mail: | E-mail: |
| Address: | Address: |
| City, State, Zip: | City, State, Zip: |

| Tax Exempt Status | |
|-----------------------------|--|
| <input type="checkbox"/> No | <input type="checkbox"/> Yes - If yes, please include a copy of your tax-exempt determination letter or certificate. |

Excluded Affiliates - Please identify affiliates, whose use of the Services will NOT be paid by you. Please identify any additional affiliates in a separate page(s) and attach to this document.

| |
|----------------------------------|
| 1ST AFFILIATE - Name: |
| Address, City, State, and Zip: |
| Contact Name, Phone, and E-mail: |
| 2ND AFFILIATE - Name: |
| Address, City, State, and Zip: |
| Contact Name, Phone, and E-mail: |
| 3RD AFFILIATE - Name: |
| Address, City, State, and Zip: |
| Contact Name, Phone, and E-mail: |

Statement of Work

LanguageLine® PhoneSM and InSight® Video Interpreting

| | |
|--|--------------------------------------|
| Enter correct full legal name of Customer: City of Sheboygan and Village of Kohler Municipal Court | Customer number if applicable: 22028 |
|--|--------------------------------------|

This Statement of Work is subject to the Master Service Agreement between you, the Customer ("Customer" or "you") and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from you, the Customer. Pricing is only final upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be made on next full monthly billing cycle.

The following apply to *both* LanguageLine® PhoneSM Interpreting and LanguageLine InSight® Video Interpreting (InSight®):

1. **PRICE PER MINUTE.** Price per minute is based on the language requested. Price per minute does not include international call fees.
2. **PAPER INVOICE CHARGE.** Electronic invoices are provided free of charge. If paper invoices are preferred, fees apply. . \$1.75
3. **FINANCE CHARGE.** Finance charges are applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.
4. **OPTIONAL CUSTOMIZED REPORT CONFIGURATION**
 - Report setup (per hour) WAIVED
 - Report maintenance (monthly) WAIVED
5. **OPTIONAL TRAINING ASSISTANCE AND MATERIALS**
 - Customized reference and support materials development (per hour) WAIVED
 - Training/awareness assistance (on site per day/per trainer) WAIVED

LanguageLine® PhoneSM Interpreting

The following fees apply solely to LanguageLine® PhoneSM Interpreting.

1. **ENROLLMENT AND SETUP PACKAGES**
 - One time setup charge per Customer WAIVED
 - Fee for each subsequent Client Identification Number with corresponding statement WAIVED
2. **CLIENT IDENTIFICATION NUMBER.** Monthly minimum charge per Client Identification Number WAIVED
3. **PLATFORM ACCESS CHARGE.** Platform access per call WAIVED
4. **LONG DISTANCE DIAL OUT.** Long distance dial out charge applied per dial out (in addition to per minute charges) . WAIVED
5. **FCC SURCHARGE AND FEES.** Fees that LanguageLine has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
6. **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME**
 - Applied per appointment \$100.00
 - Cancellation per appointment will be charge \$200 for any missed appointment \$200.00

Per Minute Usage Fees for LanguageLine Phone Interpreting and InSight® Audio Interpreting

| Tiers | Languages | Per Minute Charge |
|-------|---|-------------------|
| 1 | Spanish | \$0.72 |
| 2 | Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, and Vietnamese | \$0.72 |
| 3 | Armenian, Cambodian, German, Haitian Creole, Italian, Korean, and Portuguese | \$0.72 |
| 4 | Farsi, Tagalog, Thai, Urdu, and all other languages | \$0.72 |

{CONTINUED ON NEXT PAGE}

Statement of Work

LanguageLine® PhoneSM and InSight® Video Interpreting

InSight® Video Interpreting

The following fees apply solely to LanguageLine InSight® Video Interpreting.

Per Minute Usage Fees for LanguageLine InSight® Video Interpreting

| Tiers | Languages | Per Minute Charge |
|-------|------------------------|-------------------|
| 1 | American Sign Language | \$2.50 |
| 2 | Spanish | \$1.85 |
| 3 | All other languages | \$1.95 |

- ACTIVATION.** Please check the appropriate box below to indicate your choice for monthly service fees or a one-time activation fee.
 - Monthly Service Fees (applied monthly per Client Identification Number based on the total number of activated devices):
 - Up to 10 Activated Devices \$30.00/month WAIVED
 - Up to 100 Activated Devices \$75.00/month WAIVED
 - 101+ Activated Devices \$200.00/month WAIVED
 - OR
 - One-time Activation Fee for Unlimited Device Activations (applied per Customer) \$2,500.00/one-time fee WAIVED
- EQUIPMENT.** Equipment Purchase (Customer-Owned) and Lease (LanguageLine-Owned) options are available for the equipment identified below for use with the InSight® service (collectively, the "Equipment"). All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
 - Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.
 - Customer-Owned: Purchased by the Customer from LanguageLine.
 - LanguageLine-Owned: Leased by the Customer from LanguageLine.
- EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine:
 - iPad and Interpreter on Wheels® Stand \$75.00/month
 - iPad and Table Top Stand \$45.00/month

EQUIPMENT PURCHASES. The following Equipment is available for purchase from LanguageLine. Standard rates at the time of purchase will apply. Upon depletion of current equipment models and release of new equipment models, updated pricing (if applicable) will automatically apply. Details will be available from your Account Executive.

- 32GB 6th Generation iPad (9.7-inch, Wi-Fi Only) with Screen Protector (Models: MR7G2LL/A or MRJN2LL/A) .. \$425.00
- 64GB iPad Pro (12.9-inch, Wi-Fi Only) with Screen Protector (Model: MTEM2LL/A) \$1,250.00
- 9.7-inch Screen Protector (Model: SP-AGF-APL-IDP9-2) \$15.00
- 12.9-inch Screen Protector (Model: ID70WS-F00) \$40.00
- Interpreter on Wheels® Stand with LanguageLine TrueSound™ (Models: 185-00899 or 185-00957)..... \$995.00
- Table Top Stand w/ Enclosure (Models: 303W75/185-00671, 303W299PSENW-KIT, or 303W290SENW-KIT) \$225.00
- Table Top Stand without Enclosure (Models: 303W or 303W75) \$100.00
- TrueSound™ Audio Amplification Enclosure (Models: 185-00597, 185-00670, or 185-00671) \$195.00
- 12.9-inch iPad Enclosure (Model: 290SENW-KIT or 299PSENW-KIT) \$125.00

Additional Terms and Conditions for InSight® Video Interpreting

- TERMS REGARDING SOFTWARE APPLICATION.** The InSight® video interpretation Services (the "Services") are provided by LanguageLine through a proprietary desktop and/or tablet application owned by LanguageLine (the "App"). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Section 8 below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Section 9 below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer

Statement of Work

LanguageLine® PhoneSM and InSight® Video Interpreting

it or make any changes to it; and (b) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.

2. **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound™, NotePad™, InSight®, and Interpreter on Wheels® trademarks (collectively, the "Trademarks"), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer's use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the "LanguageLine Properties"). Customer expressly agrees that it shall not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine's rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.
3. **ENCRYPTION.** LanguageLine acknowledges that encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement ("BAA") with respect to the Services. LanguageLine does not record the video call and therefore has no record of the call content. With respect to the App's electronic NotePad™ function, written information relayed during the call is also encrypted. As with the live video, no recording is made of information written on the NotePad™ and therefore this information cannot be retrieved after the call's completion.
4. **TRANSMISSION RELEASE.** Customer acknowledges that the use of the Services requires that the user's voice, likeness and/or image as well as the user's personally identifiable information is or will be transmitted over the Internet. Customer hereby authorizes LanguageLine to transmit each user's voice, likeness, image and/or personally identifiable information over the Internet solely for the purpose of the Services, and Customer agrees to obtain such privacy consents, releases and approvals as may be required to obtain authorization from each user to transmit all of the foregoing for purposes of the Services. Customer shall indemnify and hold harmless LanguageLine and its affiliates and their respective employees from all costs, fees, expenses, and damages of any nature whatsoever related to any claims relating to the unauthorized use by Customer of the image, likeness, voice and/or personally identifiable information of any Customer employee, agent, contractor, patient, customer, client or other user of the Services under Customer's control. This Paragraph shall survive the expiration of this Agreement.
5. **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
6. **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.
7. **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.
8. **PURCHASED EQUIPMENT ADDITIONAL TERMS:** Customer agrees that (a) the TrueSound® patented technology will not be used with any non-LanguageLine equipment, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and applications).
9. **LEASED EQUIPMENT ADDITIONAL TERMS:** LanguageLine agrees to supply the iPads, Interpreter on Wheels® stands and any other Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly lease fee. The parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The parties agree that the Equipment will be used for the sole and exclusive purpose of the Services and may not be configured and/or altered for any other purpose without express prior written consent from LanguageLine, including using the Equipment or the Services with any equipment, app, software or services provided (through purchase, lease or otherwise) by a language services provider other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine's MDM (Mobile Device Management) system. Customer agrees that Equipment will be kept only at the

Statement of Work

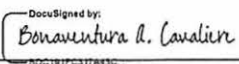
LanguageLine® PhoneSM and InSight® Video Interpreting

Customer address(es) listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours' notice to Customer, LanguageLine, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, all without written approval from LanguageLine, or (ii) Equipment has been used by a person or entity other than the Customer or other permitted users. LanguageLine disclaims any and all other warranties, including all implied and express warranties of every kind and nature. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment and acknowledges that LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder. Customer waives any and all legal claims for damages in connection with the Equipment.

Please confirm your tax exempt status by checking one of the boxes below, and providing the necessary supporting documentation.

| Tax Exempt Status | |
|-----------------------------|--|
| <input type="checkbox"/> No | <input type="checkbox"/> Yes - If yes, please include a copy of your tax-exempt determination letter or certificate. |

The person signing this Agreement certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

| Customer | Language Line Services, Inc. |
|------------------------------|---|
| Accepted and agreed to date: | Accepted and agreed to date: 1/13/2020 |
| Signature: | Signature: <small>DocuSigned by:</small>  <small>20C5156F54234BBA-BDB0-FBDFC9703D80</small> |
| Print Name: | Bonaventura A. Cavaliere |
| Title: | CFO |

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
January 20, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a Statement of Willingness to Assume Financial Responsibility with regard to part of a line of railroad proposed for abandonment by Union Pacific Railroad.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Statement of Willingness to Assume Financial Responsibility, a copy of which is attached hereto.

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

BEFORE THE
SURFACE TRANSPORTATION BOARD

AB-33(SUB-NO. 321X)

WISCONSIN CENTRAL LTD -- ABANDONMENT EXEMPTION --
IN (SHEBOYGAN), SHEBOYGAN COUNTY, WISCONSIN

**STATEMENT OF WILLINGNESS TO ASSUME FINANCIAL RESPONSIBILITY BY
(Trail User) WISCONSIN
PURSUANT TO 49 CFR 1152.29**

In order to establish interim trail use and rail banking under 16 U.S.C. 1247(d) and 49 CFR 1152.29, the City of Sheboygan is willing to assume full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any and all taxes that may be levied or assessed against the right-of-way owned by the Union Pacific and operated by Union Pacific. The property, known as Sheboygan Old Main Line, extends from railroad milepost 148.2, near Union Avenue, to railroad milepost 149.5, near Pennsylvania Avenue, a distance of 1.3 miles in the City of Sheboygan and the County of Sheboygan, Wisconsin. The right-of-way is part of a line of railroad proposed for abandonment in Docket No. STB AB-33 (Sub-No. 321X).

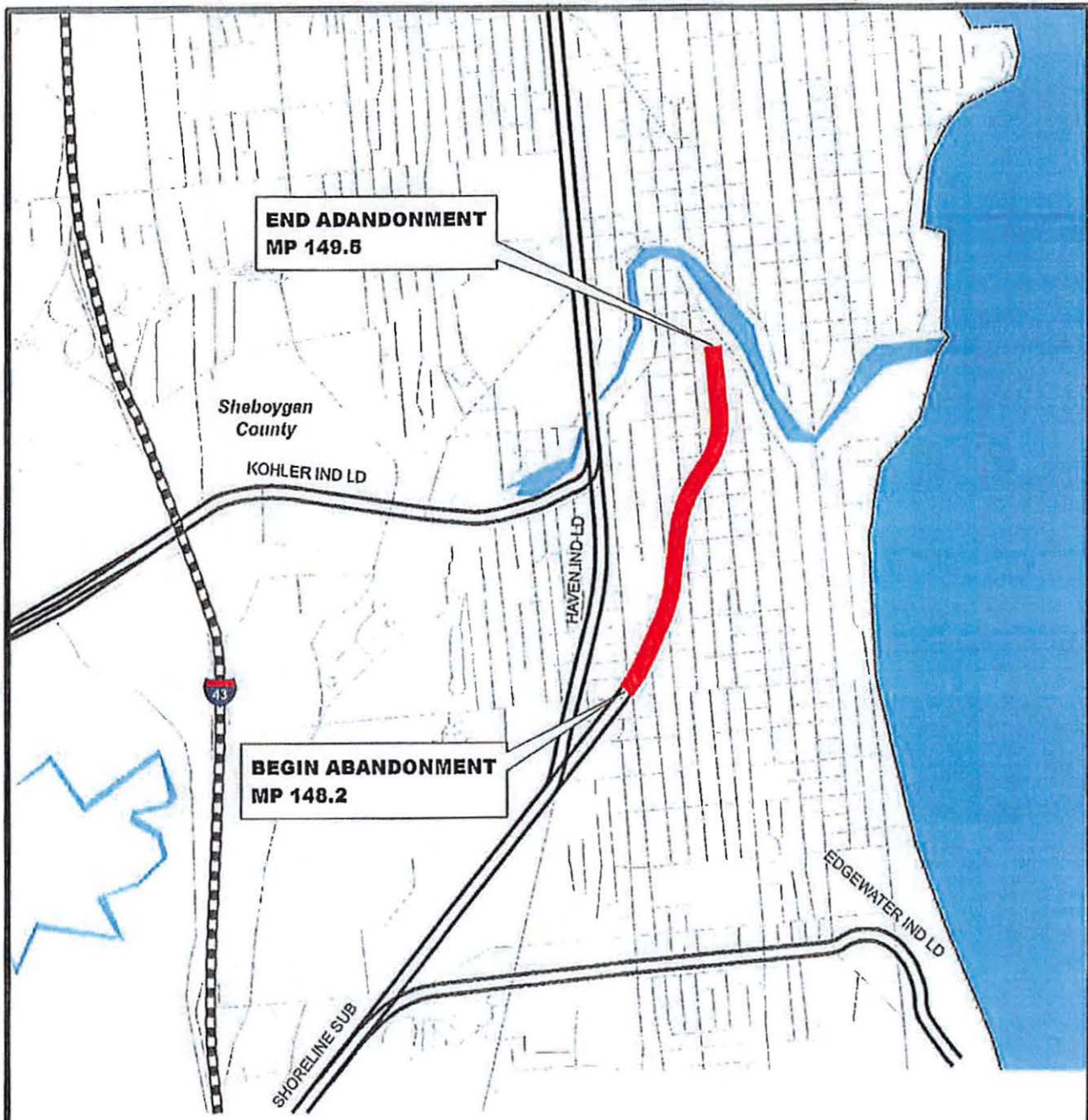
A map depicting the property depicting the right-of-way is attached as **Exhibit 1**.

The City of Sheboygan acknowledges that use of the right-of-way is subject to the user's continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service. A copy of this statement is being served on the railroad, Union Pacific, on the same date it is being served on the Board.

(Name of Trail User/Organization)

Date

By:



Legend

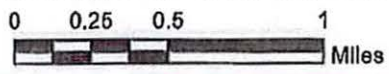
-  ABANDONMENT
-  OTHER TRACKS
-  PRINCIPAL HIGHWAYS
-  OTHER ROADS

SHEBOYGAN OLD MAIN LINE

MP 148.2 TO MP 149.5
TOTAL OF 1.3 MILES
IN SHEBOYGAN COUNTY, WISCONSIN

**UNION PACIFIC RAILROAD CO.
SHEBOYGAN OLD MAIN LINE
WISCONSIN**

INCLUDING 50+ YEAR OLD STRUCTURES



III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. January 20, 2020.

A RESOLUTION authorizing entering into an Authorization for Professional Services with ECS Midwest, LLC regarding soil borings in the vicinity of the Badger State Lofts development.

RESOLVED: That the Director of Public Works is hereby authorized to enter into an Authorization for Professional Services with ECS Midwest, LLC, a copy of which is attached hereto, for soil borings in the vicinity of the Badger State Lofts development.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to pay the total estimated fee of \$7,120.00 from Account No. 42761100-631100 (TID 17).

Public Works.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



AUTHORIZATION FOR PROFESSIONAL SERVICES

ECS MIDWEST, LLC

1060 Breezewood Ln. Suite 102, Neenah, WI 54956

Phone: 920-886-1406 Fax: 920-886-1409

ECS is pleased to provide the professional services outlined in the proposed scope of services below. This contract confirms your authorization for the services requested, and your agreement to the incorporated Terms and Conditions under which the services will be provided.

PROJECT INFORMATION

| | | | |
|------------------------|--|-------------------------|----------------|
| Project Name: | Sheboygan 2019 TID #17 | ECS Project No: | |
| Street Address: | Illinois Ave, Maryland Ave & S. 11th St. | ECS Proposal No: | 59:2253 |
| City, State: | Sheboygan, Wisconsin | | |

CLIENT INVOICE INFORMATION

| | | | |
|---------------------|-----------------------------|------------------|-----------------------|
| Firm: | City of Sheboygan | Attn: | Mr. Kevin Jump |
| Address: | 2026 New Jersey Ave | | |
| City, State: | Sheboygan, Wisconsin | Zip Code: | 53081 |

PROPOSED SCOPE OF SERVICES

Foundation Testing Compaction Testing Concrete Testing Reinforcing Steel Observation
 Masonry Testing Rebar inspection Subgrade Observations Cylinder Testing

SCOPE OF SERVICES

- Field Density Testing: 1.5 hours per site visit to document compaction level of fill materials
- Soils Laboratory Testing: 1 Moisture-Density Relationship (Proctors) and 1 Mechanical Analysis (Gradations)
- Concrete Testing: 1.5 hours per site visit to document slump, air content and temperature of concrete
- Cylinder Testing: 1 set of cylinders cast per trip for compressive strength testing

SPECIAL PROVISIONS

- We request 24 hours notice when scheduling testing.
- Please contact Tim Hendrickson, ECS Midwest Project Manager, with any questions pertaining to proposal amount or number of site visits being proposed at 920-886-1406 ext. 2557

ESTIMATED FEES (Rates per attached CMT Fee Schedule)

- Site Visits: Includes personnel site time and mobilization, equipment, project coordination and report generation and review
- Field Density Testing: 20 trips at \$315 per trip
- Soils Laboratory Testing: \$270
- Concrete Testing: 2 trips at \$550 per trip
- Cylinder Testing: 2 sets of cylinders included in Concrete Trips
- Total Estimated Fee: \$7,120**

PROJECT ASSUMPTIONS

- As a savings to your project, our technicians will perform multiple services each trip whenever possible
- Unless notified otherwise, ECS will only provide electronic test reports to you for distribution

The services described above will be rendered portal-to-portal from our office in Neenah. Unit rates are based on a normal 8 hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 6:00 p.m. Overtime beyond 8 hours/day, outside normal hours, and on Saturday, Sunday or holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Scheduling of services should occur by 3:30pm day before anticipated activities.

Complete this page and return one copy of this proposal to ECS Midwest, LLC to indicate acceptance of this proposal and to initiate work on the above-referenced project. The client's signature below also indicates that he/she has read or has had the opportunity to read the accompany General Conditions of Service and agrees to be bound by such General Conditions of Service.

BILLING INFORMATION
(Please Print or Type)

Name of Client: _____
 Project Manager: _____
 Phone number of Project Manager: _____

Party Responsible for Payment: _____
 Company Name: _____
 Person/Title _____
 Department: _____
 Billing Address: _____

Telephone Number: _____
 Fax Number: _____
 E-mail Address: _____
 Client PO/Job Number _____
 Special Conditions for Invoice _____

Report Distribution:
 Name: _____
 E-mail Address: _____
 Name: _____
 Email Address: _____
 Name: _____
 E-mail Address: _____

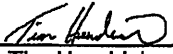

Site Contact:
 Name: _____
 Phone Number: _____

Work Authorized By:

| | | | |
|--------------------|--|---------------|--|
| Signature: | | Date: | |
| Print Name: | | Title: | |
| Firm: | | | |

Signatory warrants his/her authority to bind the entity represented

For ECS MIDWEST, LLC:

| | | | |
|-----------------------------|---|--------------|-----------|
| Signature: |  | Date: | 11/7/2019 |
| Sr. Project Manager: | Tim Hendrickson | | |
| Signature: |  | Date: | 11/7/2019 |
| Principal Engineer: | Alex Barker | | |

NOTE: Proposal Incorporating Terms and Conditions. ECS Terms and Conditions are attached to this proposal and are an integral part of your Authorization to Proceed. Please read the Terms and Conditions before signing this proposal. By your acceptance of this proposal you agree to accept all of the Terms and Conditions. Should these services be authorized without receiving a written copy of this contract, the terms and conditions of this contract shall, nevertheless be in effect, even in the absence of a written acceptance by you.



2019 CMT FEE SCHEDULE

LABORATORY:

| | <u>Fees</u> |
|--|---------------|
| 1. Laboratory Moisture-Density Relationship | |
| a. Modified Proctor (ASTM D1557) | \$175.00/each |
| b. Standard Proctor (ASTM D698) | \$155.00/each |
| c. One-Point Proctor (ASTM D698 or D1557) | \$100.00/each |
| 2. Mechanical Analysis on Submitted Samples | |
| a. Sieve Analysis of fine and coarse agg. (ASTM C136) | \$90.00/each |
| b. Sieve Analysis #200 Only | \$50.00/each |
| c. Grain Size Analysis Washed (ASTM D422) | \$110.00/each |
| 3. Atterberg Limits Testing (ASTM D4318) | \$75.00/each |
| 4. Falling Head Permeability Test (ASTM D5084) | \$375.00/each |
| 5. Handling, Curing and Compression Test of Concrete Cylinders | |
| a. Cast by ECS | \$16.00/each |
| b. Cast by Others | \$24.00/each |
| 6. Bitumen Content Only (ASTM D2172) | \$100.00/each |
| 7. Compressive Strength Mortar Cubes | \$20.00/each |
| 8. Compressive Strength Grout Cubes | \$20.00/each |
| 9. Compressive Strength Grout Prisms | \$20.00/each |

EQUIPMENT:

| | |
|--|--------------|
| 10. Nuclear Density Gauge | \$40.00/day |
| 11. "Cone Penetrometer Rental" | \$32.00/day |
| 12. Concrete Equipment Rental | \$23.00/day |
| 13. Cylinder Molds (case of 20) (cylinder molds (Case) | |
| a. 6" x 12" | \$55.00/each |
| b. 4" x 8" | \$35.00/each |
| 14. Mileage | \$0.25/mile |

TECHNICAL STAFF:

| | |
|----------------------|--------------|
| 15. Field Technician | \$51.00/hour |
| 16. Clerical | \$35.00/hour |

PROFESSIONAL SERVICES:

| | |
|-----------------------------------|---------------|
| 17. Senior Principal Engineer | \$250.00/hour |
| 18. Principal Engineer | \$195.00/hour |
| 19. Senior Department Manager | \$140.00/hour |
| 20. Construction Services Manager | \$105.00/hour |
| 21. Project Manager | \$90.00/hour |
| 22. Assistant Project Manager | \$65.00/hour |

ECS MIDWEST, LLC

ECS MIDWEST, LLC TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 **OWNERSHIP OF DOCUMENTS**

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.
- 11.5 ECS and CLIENT recognize that CLIENT is a public entity and, therefore, subject to the Wisconsin Public Records Law. As a result, CLIENT may be required to provide one or more Documents of Service to someone unaffiliated with CLIENT pursuant to a Public Records Request or similar request. Such disclosure does not violate this Agreement. Neither CLIENT nor ECS have any control how a Document of Service may be used by someone who receives it pursuant to a Public Records Request or similar request, or whether unauthorized modifications may be made to the Document of Service. ECS shall have no liability for how its Documents of Service are used or modified by someone who receives them pursuant to a Public Records Request or similar request.

12.0 **SAFETY**

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 **CONSTRUCTION TESTING AND REMEDIATION SERVICES**

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

- 14.0 **CERTIFICATIONS - CLIENT** may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it

relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 **BILLINGS AND PAYMENTS**

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. However, if funds for the continued fulfillment of this Agreement by the CLIENT are at any time not forthcoming or are insufficient, through the failure of any entity—including the CLIENT itself—to appropriate funds or otherwise, then the CLIENT shall have the right to terminate this Agreement without penalty. This shall not affect the CLIENT'S obligation to make payment to ECS for services previously rendered. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.
- 16.0 **DEFECTS IN SERVICE**
- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.
- 18.0 **LIMITATION OF LIABILITY**
- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. If CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HERUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.
- 19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND. However, either party will pay reasonable costs of defense in the event that they are called on to indemnify the other party pursuant to this Section 19.
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION -** CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in Sheboygan County, Wisconsin. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the State of Wisconsin. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, a failure to cooperate, or in the event that the underlying project is cancelled. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall, within thirty (30) days, compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION -** Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT -** CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY -** Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL -** All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the

attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by

CLIENT.

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
January 20, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for the 2020 Concrete Pavement Projects (Superior Avenue and Niagara Avenue Bid #2442-19).

WHEREAS, two bids were received in response to the advertisement for bids:

| | |
|---------------------------------------|----------------|
| Buteyn- Peterson Construction Company | \$2,686,347.63 |
| Vinton Construction Company, Inc. | \$2,701,207.40 |

and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid, from Buteyn- Peterson Construction Company, met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Buteyn-Peterson Construction Company for the 2020 Concrete Pavement Projects in the amount of \$2,686,347.63 and are authorized to draw funds from the following accounts:

| | | |
|----------------------------------|-----------------|----------------|
| 2020 Capital-Street Improvements | 47933140-631200 | \$1,233,274.05 |
| 2020 Capital-Street Improvements | 40033140-631200 | \$1,000,000.00 |
| Wastewater Fund - Sanitary Sewer | 60134110-649200 | \$ 97,743.00 |
| TID 19- Street Improvements | 42933140-621200 | \$ 355,330.58 |

Public Works

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Buteyn – Peterson Construction Company ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2020 Concrete Pavement Projects (Superior Avenue and Niagara Avenue).

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Excavation, Concrete Paving, Concrete Curb and Gutter, Storm Sewer, Sanitary Sewer, Concrete Sidewalk and Lawn Restoration.

2.02 City of Sheboygan Resolution: _____

2.03 City of Sheboygan Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the Engineering Division, Department of Public Works, City of Sheboygan.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than August 14, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00 52 00-1 to -7, inclusive).
 2. Performance bond (pages 00 61 13-1 to 00 61 13 - ____, inclusive).
 3. Payment bond (pages 00 61 14-1 to 00 61 14- ____, inclusive).
 4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and Plan Title Sheets.
 5. Addenda (not attached but incorporated by reference) (numbers 1 to 3, inclusive).
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages 1 to 7, inclusive).
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Sheboygan

By: _____
(signature)

By: _____
(signature)

Name,
Title: Darrell Hofland , City Administrator

Name,
Title: _____
(printed)

Date: _____

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

City of Sheboygan - Engineering
2026 New Jersey Avenue
Sheboygan, WI 53081

Address for giving notices:

License No.: _____
(where applicable)

Signed by:

Approved as to form and Execution:

By: _____
(signature)

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

2020 Concrete Paving Projects

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| 00 61 14 | Payment Bond | 00 61 14-1 to 00 61 14-3 |
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2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

| | | | | | | Buteyn-Peterson Construction Company | |
|------------------------|-----------|------------|---|------|----------|---|--------------|
| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | Unit Price | Extension |
| Superior Avenue | | | | | | | |
| | 1 | 201.0105 | Clearing | STA | 3 | \$585.00 | \$1,755.00 |
| | 2 | 201.012 | Clearing | ID | 12 | \$101.00 | \$1,212.00 |
| | 3 | 201.0205 | Grubbing | STA | 3 | \$585.00 | \$1,755.00 |
| | 4 | 201.022 | Grubbing | ID | 12 | \$101.00 | \$1,212.00 |
| | 5 | 204.01 | Removing Pavement | SY | 8866 | \$1.50 | \$13,299.00 |
| | 6 | 204.015 | Removing Curb and Gutter | LF | 900 | \$8.00 | \$7,200.00 |
| | 7 | 204.0155 | Removing Concrete Sidewalk | SY | 2000 | \$5.00 | \$10,000.00 |
| | 8 | 204.0195 | Removing Concrete Bases | Each | 11 | \$200.00 | \$2,200.00 |
| | 9 | 204.021 | Removing Manholes | Each | 5 | \$700.00 | \$3,500.00 |
| | 10 | 204.0215 | Removing Catch Basins | Each | 19 | \$462.00 | \$8,778.00 |
| | 11 | 204.0245 | Removing Storm Sewer 8-Inch | LF | 18 | \$10.00 | \$180.00 |
| | 12 | 204.0245 | Removing Storm Sewer 12-Inch | LF | 162 | \$21.00 | \$3,402.00 |
| | 13 | 204.0245 | Removing Storm Sewer 15-Inch | LF | 42 | \$15.00 | \$630.00 |
| | 14 | 204.0245 | Removing Storm sewer 18-Inch | LF | 64 | \$18.00 | \$1,152.00 |
| | 15 | 204.0245 | Removing Storm Sewer 30-Inch | LF | 59 | \$25.00 | \$1,475.00 |
| | 16 | 204.0245 | Removing Storm Sewer 36-Inch | LF | 624 | \$62.00 | \$38,688.00 |
| | 17 | 204.0245 | Removing Storm Sewer 42-Inch | LF | 59 | \$65.00 | \$3,835.00 |
| | 18 | 204.0245 | Removing Storm Sewer 38-Inch x 60-Inch Elliptical | LF | 69 | \$70.00 | \$4,830.00 |
| | 19 | 204.0291.5 | Abandoning Sewer | CY | 10 | \$200.00 | \$2,000.00 |
| | 20 | 205.01 | Excavation Common | CY | 11796 | \$15.00 | \$176,940.00 |
| | 21 | 305.011 | Base Aggregate Dense 3/4-Inch | TON | 433 | \$18.22 | \$7,889.26 |
| | 22 | 305.012 | Base Aggregate Dense 1 1/4-Inch | TON | 3610 | \$15.22 | \$54,944.20 |
| | 23 | 312 | Select Crushed Material or Breaker Run | TON | 6668 | \$14.73 | \$98,219.64 |
| | 24 | 405.01 | Stamped Colored Concrete Full Depth, 5-inch | SY | 50 | \$100.00 | \$5,000.00 |
| | 25 | 415.008 | Concrete Pavement 8-Inch | SY | 9468 | \$49.50 | \$468,666.00 |
| | 26 | 415.021 | Concrete Pavement Gaps | Each | 1 | \$1,500.00 | \$1,500.00 |
| | 27 | 415.108 | Concrete Pavement HES 8-Inch | SY | 525 | \$53.50 | \$28,087.50 |
| | 28 | 415.5110.5 | Concrete Pavement Joint Layout | LS | 1 | \$2,000.00 | \$2,000.00 |
| | 29 | 416.061 | Concrete Driveway 6-Inch | SY | 469 | \$51.00 | \$23,919.00 |
| | 30 | 416.061 | Drilled Tie Bars | Each | 68 | \$8.00 | \$544.00 |
| | 31 | 416.062 | Drilled Dowel Bars | Each | 198 | \$14.00 | \$2,772.00 |
| | 32 | 465.0105 | Asphaltic Surface | TON | 66 | \$140.75 | \$9,289.50 |
| | 33 | 465.012 | Asphaltic Surface Driveways and Field Entrances | TON | 11 | \$168.60 | \$1,854.60 |

2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

| | | | | | | Buteyn-Peterson Construction Company | |
|---------------|-----------|-----------|--|------|----------|--------------------------------------|--------------|
| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | Unit Price | Extension |
| | 34 | 520.8 | Concrete Collars for Pipe | Each | 9 | \$935.00 | \$8,415.00 |
| | 35 | 601.06 | Concrete Pedestrian Curb | LF | 235 | \$25.00 | \$5,875.00 |
| | 36 | 602.041 | Concrete Sidewalk 5-Inch | SF | 20600 | \$5.45 | \$112,270.00 |
| | 37 | 602.0415 | Concrete Sidewalk 6-Inch | SF | 132 | \$5.80 | \$765.60 |
| | 38 | 602.0515 | Curb Ramp Detectable Warning Field Natural Patina | SF | 294 | \$30.00 | \$8,820.00 |
| | 39 | 608.0312 | Storm Sewer Pipe Reinforced Concrete Class III 12-Inch | LF | 461 | \$82.00 | \$37,802.00 |
| | 40 | 608.0315 | Storm Sewer Pipe Reinforced Concrete Class III 15-Inch | LF | 118 | \$94.00 | \$11,092.00 |
| | 41 | 608.0318 | Storm Sewer Pipe Reinforced Concrete Class III 18-Inch | LF | 58 | \$93.00 | \$5,394.00 |
| | 42 | 608.0324 | Storm Sewer Pipe Reinforced Concrete Class III 24-Inch | LF | 570 | \$99.00 | \$56,430.00 |
| | 43 | 608.0336 | Storm Sewer Pipe Reinforced Concrete Class III 36-Inch | LF | 173 | \$151.00 | \$26,123.00 |
| | 44 | 608.0342 | Storm Sewer Pipe Reinforced Concrete Class III 42-Inch | LF | 508 | \$153.00 | \$77,724.00 |
| | 45 | 608.2338 | Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical HE-III 38x60-Inch | LF | 65 | \$208.00 | \$13,520.00 |
| | 46 | 611.0624 | Inlet Covers Type H | Each | 28 | \$582.00 | \$16,296.00 |
| | 47 | 611.123 | Catch basins 2x3-FT | Each | 28 | \$1,548.00 | \$43,344.00 |
| | 48 | 611.2004 | Manholes 4-FT Diameter | Each | 5 | \$2,150.00 | \$10,750.00 |
| | 49 | 611.2005 | Manholes 5-FT Diameter | Each | 1 | \$2,740.00 | \$2,740.00 |
| | 50 | 611.2006 | Manholes 6-FT Diameter | Each | 6 | \$4,327.00 | \$25,962.00 |
| | 51 | 611.2008 | Manholes 8-FT Diameter | Each | 1 | \$7,569.00 | \$7,569.00 |
| | 52 | 619.1 | Mobilization | Each | 1 | \$248,270.00 | \$248,270.00 |
| | 53 | 620.03 | Concrete Median Sloped Nose | SF | 149 | \$10.00 | \$1,490.00 |
| | 54 | 621.01 | Landmark Reference Monuments | Each | 24 | \$134.83 | \$3,235.92 |
| | 55 | 623.02 | Dust Control Surface Treatment | SY | 11525 | \$0.10 | \$1,152.50 |
| | 56 | 628.1504 | Silt Fence | LF | 45 | \$5.00 | \$225.00 |
| | 57 | 628.152 | Silt Fence Maintenance | LF | 45 | \$3.00 | \$135.00 |
| | 58 | 628 | 4-inch Topsoil, Seed, Fertilizer, & Hydromulch | SY | 4270 | \$6.80 | \$29,036.00 |
| | 59 | 628.7005 | Inlet Protection Type A | Each | 28 | \$130.00 | \$3,640.00 |
| | 60 | 628.7015 | Inlet Protection Type C | Each | 34 | \$64.00 | \$2,176.00 |
| | 61 | 628.757 | Rock Bags | Each | 20 | \$16.00 | \$320.00 |
| | 62 | 634.0614 | Posts Wood 4x6-inch 14-FT | Each | 26 | \$72.00 | \$1,872.00 |
| | 63 | 634.0616 | Posts Wood 4x6-Inch 16-FT | Each | 3 | \$74.00 | \$222.00 |
| | 64 | 637.221 | Signs Type II Reflective H | SF | 163.03 | \$23.75 | \$3,871.96 |
| | 65 | 637.223 | Signs Type II Reflective F | SF | 37.5 | \$24.75 | \$928.13 |
| | 66 | 638.2602 | Removing Signs Type II | Each | 37 | \$35.00 | \$1,295.00 |

2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

| | | | | | | Buteyn-Peterson Construction Company | |
|---------------|-----------|------------|--|------|----------|---|-------------|
| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | Unit Price | Extension |
| | 67 | 638.3 | Removing Small Sign Supports | Each | 27 | \$35.00 | \$945.00 |
| | 68 | 643.105 | Traffic Control Signs PCMS | Day | 20 | \$100.00 | \$2,000.00 |
| | 69 | 643 | Traffic Control Project | Each | 1 | \$22,346.00 | \$22,346.00 |
| | 70 | 644.1601.5 | Temporary Curb Ramp | Each | 8 | \$650.00 | \$5,200.00 |
| | 71 | 646.1005 | Marking Line Paint 4-Inch | LF | 4327 | \$1.35 | \$5,841.45 |
| | 72 | 646.3005 | Marking Line Paint 8-Inch | LF | 528 | \$3.95 | \$2,085.60 |
| | 73 | 646.5005 | Marking Arrow Paint | Each | 20 | \$75.00 | \$1,500.00 |
| | 74 | 646.5105 | Marking Word Paint | Each | 3 | \$99.00 | \$297.00 |
| | 75 | 646.5205 | Marking Symbol Paint | Each | 11 | \$75.00 | \$825.00 |
| | 76 | 646.6105 | Marking Stop Line Paint 18-Inch | LF | 190 | \$8.95 | \$1,700.50 |
| | 77 | 646.7105 | Marking Diagonal Paint 12-Inch | LF | 45 | \$5.95 | \$267.75 |
| | 78 | 646.7405 | Marking Crosswalk Paint 6-Inch | LF | 1460 | \$2.95 | \$4,307.00 |
| | 79 | 646.015 | Temporary Marking Line Removable Tape 4-Inch | LF | 2322 | \$0.87 | \$2,020.14 |
| | 80 | 650 | Construction Staking | LS | 1 | \$15,267.10 | \$15,267.10 |
| | 81 | 652.0225 | Conduit Rigid Nonmetallic Schedule 40 2-Inch | LF | 1688 | \$5.00 | \$8,440.00 |
| | 82 | 652.0235 | Conduit Rigid Nonmetallic Schedule 40 3-Inch | LF | 520 | \$6.50 | \$3,380.00 |
| | 83 | 652.0615 | Conduit Special 3-Inch | LF | 470 | \$18.00 | \$8,460.00 |
| | 84 | 653.0115 | Pull Boxes Steel 12x36-Inch | Each | 5 | \$450.00 | \$2,250.00 |
| | 85 | 653.014 | Pull Boxes Steel 24x42-Inch | Each | 11 | \$700.00 | \$7,700.00 |
| | 86 | 653.0905 | Removing Pull Boxes | Each | 25 | \$50.00 | \$1,250.00 |
| | 87 | 654.0101 | Concrete Bases Type 1 | Each | 7 | \$675.00 | \$4,725.00 |
| | 88 | 654.0105 | Concrete Bases Type 5 | Each | 10 | \$725.00 | \$7,250.00 |
| | 89 | 655.023 | Cable Traffic Signal 5-14 AWG | LF | 760 | \$1.20 | \$912.00 |
| | 90 | 655.024 | Cable Traffic Signal 7-14 AWG | LF | 765 | \$1.40 | \$1,071.00 |
| | 91 | 655.026 | Cable Traffic Signal 12-14 AWG | LF | 1565 | \$2.75 | \$4,303.75 |
| | 92 | 655.032 | Cable Type UF 2-10 SWG Grounded | LF | 830 | \$1.00 | \$830.00 |
| | 93 | 655.0515 | Electrical Wire Traffic Signals 10 AWG | LF | 1205 | \$0.60 | \$723.00 |
| | 94 | 655.061 | Electrical Wire Lighting 12 AWG | LF | 3456 | \$0.55 | \$1,900.80 |
| | 95 | 655.0615 | Electrical Wire Lighting 10 AWG | LF | 580 | \$0.60 | \$348.00 |
| | 96 | 655.0625 | Electrical Wire Lighting 6 AWG | LF | 1995 | \$0.85 | \$1,695.75 |
| | 97 | 656.02 | Electrical Service Meter Breaker Pedestal Sta. 11+35, 38' LT | LS | 1 | \$1,200.00 | \$1,200.00 |

2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | Buteyn-Peterson Construction Company | |
|---------------|-----------|---------------|--|------|----------|--------------------------------------|-------------|
| | | | | | | Unit Price | Extension |
| | 98 | 656.02 | Electrical Service meter Breaker Pedestal Sta. 11+40, 38' LT | LS | 1 | \$1,200.00 | \$1,200.00 |
| | 99 | 657.01 | Pedestal Bases | Each | 7 | \$195.00 | \$1,365.00 |
| | 100 | 657.042 | Traffic Signal Standards Aluminum 13-FT | Each | 2 | \$370.00 | \$740.00 |
| | 101 | 657.0425 | Traffic Signal Standards Aluminum 15-FT | Each | 2 | \$395.00 | \$790.00 |
| | 102 | 657.043 | Traffic Signal Standards Aluminum 10-FT | Each | 3 | \$340.00 | \$1,020.00 |
| | 103 | 658.0173 | Traffic Signal Faces 35 12-Inch | Each | 16 | \$600.00 | \$9,600.00 |
| | 104 | 638.0174 | Traffic Signal Faces 45 12-Inch | Each | 4 | \$800.00 | \$3,200.00 |
| | 105 | 658.0416 | Pedestrian Signal Face 16-Inch | Each | 8 | \$525.00 | \$4,200.00 |
| | 106 | 658.05 | Pedestrian Push Buttons | Each | 8 | \$300.00 | \$2,400.00 |
| | 107 | 658.5069 | Signal Mounting Hardware Superior and Taylor | LS | 1 | \$3,595.00 | \$3,595.00 |
| | 108 | 659.213 | Lighting Control Cabinets 120/240 30-Inch | Each | 1 | \$6,000.00 | \$6,000.00 |
| | 109 | 690.015 | Sawing Asphalt | LF | 293 | \$1.55 | \$454.15 |
| | 110 | 690.025 | Sawing Concrete | LF | 923 | \$2.25 | \$2,076.75 |
| | 111 | SPV.0060.1 | Concrete Bases Type 10, Contractor Supplied Anchor Bolts & Anchor Rod Template | Each | 1 | \$7,500.00 | \$7,500.00 |
| | 112 | SPV.0060.2 | Concrete Bases Type 13, Contractor Supplied Anchor Bolts & Anchor Rod Template | Each | 3 | \$10,000.00 | \$30,000.00 |
| | 113 | SPV.0060.3 | Poles Type 10 | Each | 1 | \$7,725.00 | \$7,725.00 |
| | 114 | SPV.0060.4 | Poles Type 13 | Each | 3 | \$15,800.00 | \$47,400.00 |
| | 115 | SPV.0060.5 | Monotube Arms 25-FT | Each | 1 | \$3,800.00 | \$3,800.00 |
| | 116 | SPV.0060.6 | Monotube Arms 40-FT | Each | 3 | \$8,375.00 | \$25,125.00 |
| | 117 | SPV.0060.7 | Luminaire Arms Steel 15-FT | Each | 4 | \$700.00 | \$2,800.00 |
| | 118 | SPV.0060.8 | LED Luminaires | Each | 4 | \$2,225.00 | \$8,900.00 |
| | 119 | SPV.0060.9 | Traffic Signal Controller and Cabinet Fully Actuated 8-Phase | Each | 1 | \$16,900.00 | \$16,900.00 |
| | 120 | SPV.0060.10 | Lighting Assembly | Each | 6 | \$4,750.00 | \$28,500.00 |
| | 121 | SPV.0060.10.1 | Lighting Assembly (City furnished pole and luminaire) | Each | 3 | \$500.00 | \$1,500.00 |
| | 122 | SPV.0060.11 | Storm Sewer Manhole Cover Type J Special | Each | 14 | \$416.00 | \$5,824.00 |
| | 123 | SPV.0060.12 | Sanitary Sewer Manhole Cover Type J Special | Each | 14 | \$446.00 | \$6,244.00 |
| | 124 | SPV.0060.13 | Internal Chimney Seal | Each | 14 | \$523.00 | \$7,322.00 |
| | 125 | SPV.0060.14 | Lateral Connection Sealing | Each | 3 | \$550.00 | \$1,650.00 |
| | 126 | SPV.0060.15 | Adjusting Water Valve Boxes | Each | 13 | \$293.00 | \$3,809.00 |

2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

| | | | | | | Buteyn-Peterson Construction Company | |
|-------------------------------|-----------|-------------|--|------|----------|--------------------------------------|--|
| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | Unit Price | Extension |
| | 127 | SPV.0060.16 | Manholes 10-FT Diameter | Each | 1 | \$12,255.00 | \$12,255.00 |
| | 128 | SPV.0060.17 | Combined Lighting and Traffic Signal Cabinet Base | Each | 1 | \$2,000.00 | \$2,000.00 |
| | 129 | SPV.0060.18 | Salvage and Re-Install Bus Shelter | Each | 1 | \$5,000.00 | \$5,000.00 |
| | 130 | SPV.0090.1 | Televising Storm Sewer | LF | 1949 | \$2.50 | \$4,872.50 |
| | 131 | SPV.0090.2 | Sanitary Sewer Cured-in-Place Liner - 8-inch | LF | 821 | \$22.50 | \$18,472.50 |
| | 132 | SPV.0090.2 | Sanitary Sewer Cured-in-Place Liner - 10-inch | LF | 985 | \$23.50 | \$23,147.50 |
| | 133 | SPV.0090.3 | Sanitary Sewer 8-Inch | LF | 25 | \$215.00 | \$5,375.00 |
| | 134 | SPV.0090.4 | Sanitary Sewer Laterals 6-Inch | LF | 30 | \$250.00 | \$7,500.00 |
| | 135 | SPV.0090.5 | Televising Sanitary Sewer | LF | 1806 | \$4.00 | \$7,224.00 |
| | 136 | SPV.0090.6 | Concrete Curb and Gutter Type A 26-Inch | LF | 414 | \$17.50 | \$7,245.00 |
| | 137 | SPV.0090.7 | Concrete Curb and Gutter Type A 32-Inch | LF | 3054 | \$16.50 | \$50,391.00 |
| | 138 | SPV.0090.8 | Concrete Curb and Gutter Type D 26-Inch | LF | 50 | \$35.00 | \$1,750.00 |
| | 139 | SPV.0090.9 | Concrete Curb and Gutter Type D 20-Inch | LF | 137 | \$35.00 | \$4,795.00 |
| | 140 | SPV.0090.10 | Storm Sewer Pipe PVC 6-Inch | LF | 24 | \$90.00 | \$2,160.00 |
| | 141 | SPV.0090.11 | Storm Sewer Pipe PVC 8-Inch | LF | 50 | \$75.00 | \$3,750.00 |
| | 142 | SPV.0105.1 | Emergency Vehicle Preemption and Priority Control System | LS | 1 | \$8,750.00 | \$8,750.00 |
| | 143 | SPV.0105.2 | Remove Traffic Signals, Superior and Taylor | LS | 1 | \$2,500.00 | \$2,500.00 |
| | 144 | SPV.0105.3 | Vehicle Video Detection System 4-Camera, Superior and Taylor | LS | 1 | \$22,500.00 | \$22,500.00 |
| | 145 | SPV.0105.5 | Remove and Relocate Street Light | LS | 1 | \$350.00 | \$350.00 |
| | 146 | SPV.0200.1 | Sanitary Sewer Manhole Liner | VF | 153 | \$136.00 | \$20,808.00 |
| Superior Avenue Total: | | | | | | | \$2,331,017.05 |
| | | | | | | | Sanitary Sewer Total: \$97,743.00 |
| Niagara Avenue | | | | | | | |
| | 147 | N-1 | Mobilization | LS | 1 | \$33,500.00 | \$33,500.00 |
| | 148 | N-2 | Traffic Control | LS | 1 | \$1,500.00 | \$1,500.00 |
| | 149 | N-3 | Construction Staking | LS | 1 | \$2,688.02 | \$2,688.02 |
| | 150 | N-4 | Erosion Mat, Class II, Type C | SY | 316 | \$10.50 | \$3,318.00 |
| | 151 | N-5 | Silt Fence | LF | 301 | \$5.00 | \$1,505.00 |

2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | Buteyn-Peterson Construction Company | |
|---------------|-----------|-----------|--|------|----------|--------------------------------------|-------------|
| | | | | | | Unit Price | Extension |
| | 152 | N-6 | Inlet Protection - Type A | EA | 2 | \$130.00 | \$260.00 |
| | 153 | N-7 | Inlet Protection - Type B | EA | 3 | \$60.00 | \$180.00 |
| | 154 | N-8 | Inlet Protection - Type C | EA | 7 | \$64.00 | \$448.00 |
| | 155 | N-9 | Riprap Light | CY | 36 | \$80.00 | \$2,880.00 |
| | 156 | N-10 | Stone Tracking Pad w/ Type R Fabric | EA | 1 | \$2,500.00 | \$2,500.00 |
| | 157 | N-11 | Remove Concrete | SY | 105 | \$10.25 | \$1,076.25 |
| | 158 | N-12 | Remove Railroad Tracks and Ties | LF | 210 | \$42.00 | \$8,820.00 |
| | 159 | N-13 | Remove Chain Link Fence and Posts | LF | 12 | \$72.00 | \$864.00 |
| | 160 | N-14 | Abandon Project Related Storm Infrastructure | LS | 1 | \$5,210.00 | \$5,210.00 |
| | 161 | N-15 | Adjust Water Valve Box | EA | 4 | \$320.00 | \$1,280.00 |
| | 162 | N-16 | Adjust Existing Sanitary Manhole Rings and Frame | EA | 1 | \$425.00 | \$425.00 |
| | 163 | N-17 | Sanitary Sewer Lining of Existing 10" Pipe | LF | 406 | \$27.50 | \$11,165.00 |
| | 164 | N-18 | Storm Sewer 8" PVC | LF | 10 | \$88.00 | \$880.00 |
| | 165 | N-19 | Storm Sewer 12-inch Class III Reinforced Concrete | LF | 48 | \$76.00 | \$3,648.00 |
| | 166 | N-20 | Storm Sewer 15-inch Class III Reinforced Concrete | LF | 90 | \$82.00 | \$7,380.00 |
| | 167 | N-21 | Storm Sewer 24-inch Class III Reinforced Concrete | LF | 195 | \$87.00 | \$16,965.00 |
| | 168 | N-22 | Storm Sewer Manhole 48-inch, including frame and lid | EA | 2 | \$2,354.00 | \$4,708.00 |
| | 169 | N-23 | Storm Sewer Inlet, N-1 | EA | 2 | \$2,148.00 | \$4,296.00 |
| | 170 | N-24 | Connect Existing Storm Lateral | EA | 1 | \$450.00 | \$450.00 |
| | 171 | N-25 | Storm Sewer 24-inch Reinforced Concrete Apron End Wall | EA | 1 | \$1,290.00 | \$1,290.00 |
| | 172 | N-26 | Ornamental Street Light Concrete Base, Pole and Luminaire Installation | EA | 4 | \$4,100.00 | \$16,400.00 |
| | 173 | N-27 | Conduit, PVC, 2-inch Diameter | LF | 489 | \$5.00 | \$2,445.00 |
| | 174 | N-28 | Electrical Wire 6 AWG | LF | 1204 | \$0.85 | \$1,023.40 |
| | 175 | N-29 | Electrical Wire 10 AWG | LF | 617 | \$0.60 | \$370.20 |
| | 176 | N-30 | Electrical Pull Box | EA | 2 | \$350.00 | \$700.00 |
| | 177 | N-31 | Common Excavation | CY | 2050 | \$25.00 | \$51,250.00 |
| | 178 | N-32 | 5-inch Concrete Sidewalk, with aggregate base | SY | 182 | \$7.00 | \$1,274.00 |
| | 179 | N-33 | 6-inch Concrete Drive Apron, Sidewalk, and Driveway, with aggregate base | SY | 185 | \$7.50 | \$1,387.50 |
| | 180 | N-34 | 8-inch Gravel Driveway | SY | 59 | \$10.25 | \$604.75 |
| | 181 | N-35 | Concrete Steps and Railing | SF | 120 | \$163.00 | \$19,560.00 |

2442-19 2020 Concrete Pavement Projects (#6603221)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/18/2019 12:00 PM CST

| | | | | | | Buteyn-Peterson Construction Company | |
|------------------------------|-----------|-----------|--|------|----------|--------------------------------------|-----------------------|
| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | Unit Price | Extension |
| | 182 | N-36 | 26-inch Concrete Curb & Gutter, Type A | LF | 651 | \$17.50 | \$11,392.50 |
| | 183 | N-37 | 30-inch Concrete Flume | LF | 61 | \$28.00 | \$1,708.00 |
| | 184 | N-38 | Geogrid, Type SR | SY | 1668 | \$5.00 | \$8,340.00 |
| | 185 | N-39 | Crushed Aggregate Base Course, 12-inch | SY | 1668 | \$11.74 | \$19,582.32 |
| | 186 | N-40 | Select Crushed Material or Breaker Run, 12-inch | SY | 1668 | \$11.00 | \$18,348.00 |
| | 187 | N-41 | 7-inch Concrete Pavement, Doweled | SY | 1292 | \$46.52 | \$60,103.84 |
| | 188 | N-42 | Drilled Tie Bars (#6) | EA | 6 | \$8.00 | \$48.00 |
| | 189 | N-43 | Drilled Dowel Bars (1"x 18") | EA | 36 | \$14.00 | \$504.00 |
| | 190 | N-44 | Fence End Post, Connect to Existing Fencing | EA | 2 | \$1,000.00 | \$2,000.00 |
| | 191 | N-45 | 2-inch Dia. Tree Carpinus Caroliniana (Musclewood) | EA | 4 | \$800.00 | \$3,200.00 |
| | 192 | N-46 | 2-inch Dia. Tree Picea Abies (Norway Spruce) | EA | 2 | \$800.00 | \$1,600.00 |
| | 193 | N-47 | 4-inch Topsoil, Seed, Fertilizer, & Hydromulch | SY | 1221 | \$6.80 | \$8,302.80 |
| | 194 | N-48 | Remove and Replace 10" Sanitary Sewer | LF | 30 | \$265.00 | \$7,950.00 |
| Niagara Avenue Total: | | | | | | | \$355,330.58 |
| Base Bid Total: | | | | | | | \$2,686,347.63 |

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
January 20, 2020.

Your Committee to whom was referred Res. No. 141-19-20 by Alderpersons Donohue and Bohren authorizing the acceptance of \$120,000 in funds from Festival Foods towards the 2020, 2021, and 2022 City Independence Day celebrations; recommends adopting the Resolution.

res

_____ 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

5.3

Res. No. 141 - 19 - 20. By Alderpersons Donohue and Bohren. January 6, 2020.

A RESOLUTION authorizing the acceptance of \$120,000 in funds from Festival Foods towards the 2020, 2021, and 2022 City Independence Day celebrations.

WHEREAS, Festival Foods has assisted in sponsoring the city's annual fireworks show on July 4 for the past nine years; and

WHEREAS, Festival Foods has agreed to a three-year sponsorship contribution to coordinate and fund a \$40,000 fireworks show as part of these festivities as follows:

- 2020: \$40,000;
- 2021: \$40,000;
- 2022: \$40,000; and

WHEREAS, Visit Sheboygan, which has contracted with the City to coordinate the event, will include the Festival Foods logo on all marketing and promotional materials for the event.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are authorized to accept the funds from Festival Foods for the 2020, 2021, and 2022 City Independence Day celebrations.

BE IT FURTHER RESOLVED: That on behalf of the City of Sheboygan, the Common Council applauds the continued commitment of Festival Foods towards the City's Independence Day celebrations.

Finance +
Personnel
adopt.

My Lucretia Wooler

James A Boh

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



December 19, 2019

Ms. Nina Winistorfer
Community Involvement Specialist
Festival Foods
1724 Lawrence Drive
De Pere, WI 54115

Dear Ms. Winistorfer

Thank you for your interest in sponsoring the City of Sheboygan 4th of July Freedom Fest event. We are grateful that Festival Foods has agreed to continue to fund the next three years of the fireworks show.

As was approved through your application process, Festival Foods has agreed to sponsor the City's Freedom Fest fireworks display in the amount of \$40,000 for 2020, \$40,000 for 2021 and \$40,000 for 2022. As a continuation of the previous years, Festival Foods agrees to contract and pay for fireworks show provided by an outside vendor at Sheboygan's lakefront.

Visit Sheboygan, Inc., is contracted with the City of Sheboygan to manage the Freedom Fest event and will provide promotional opportunities for the event utilizing Festival Foods logo.

On behalf of the City of Sheboygan, I wish to express our sincere thanks and gratitude for Festival Foods continued commitment to the City and to the visitors and citizens who live here and enjoy this wonderful event. Your generosity is directly responsible for the continued success of this event, which is anticipated and enjoyed by an estimated 80,000 people each year.

If you are in acceptance, please sign and date in the box below and email back to me at Chad.Pelishek@sheboyganwi.gov

Sincerely,

Chad Pelishek
Planning & Development Director

FESTIVAL FOODS AGREEMENT:

Title: Community Involvement Specialist

Date Signed: 1/2/2020

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. January 20, 2020.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 149-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. regarding street and utility replacement on Illinois Avenue, Maryland Avenue, South 10th Street and South 11th Street in the vicinity of the Badger State Lofts development; recommends adopting the Resolution.

res

_____ 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

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 149 - 19 - 20. By Alderpersons Wolf and Sorenson.
January 14, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. regarding street and utility replacement on Illinois Avenue, Maryland Avenue, South 10th Street, and South 11th Street in the vicinity of the Badger State Lofts development.

WHEREAS, pursuant to Resolution No. 165-18-19, the Engineering Division of the Department of Public Works has advertised for bids for street and utility replacement on Illinois Avenue, Maryland Avenue, South 10th Street, and South 11th Street in the vicinity of the Badger State Lofts development (the "Improvements"); and

WHEREAS, three bids were received in response to that advertisement; and

WHEREAS, the low bid was from Vinton Construction Company, Inc. in the amount of \$4,538,688.22; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications; and

WHEREAS, the low bid includes work to be paid for by the Sheboygan Water Utility in the amount of \$573,311.84.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Vinton Construction Company, Inc. for the construction of the Improvements.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the contracts being fully executed by all parties:

| | | |
|----------------------------|-----------------|----------------|
| TID 17 | 42761100-631100 | \$3,277,576.88 |
| Wastewater Fund - Sanitary | 60134110-980099 | \$ 687,799.50 |

Public works adopt

These payments total \$3,972,496.38. The Common Council notes that the Water Utility's share of the contract with Vinton Construction Company, Inc. is \$573,311.84, which is not included in the above funding authorization.

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 OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner"), Sheboygan Water Utility ("Utility"), and Vinton Construction Company, Inc. ("Contractor"). Owner, Utility, and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2019 TID #17 Pavement and Utility Replacement.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Excavation, Concrete Paving, Concrete Curb and Gutter, Storm Sewer, Sanitary Sewer, Water Main, Concrete Sidewalk and Lawn Restoration.

2.02 Owner and Utility are responsible for payment of the items as identified herein:

A. Owner Items: Items 1 through 82, inclusive.

1. Owner Resolution: _____

2. Owner Account Number: _____

B. Utility Items: Items 83 through 108, inclusive.

1. Utility Resolution Number: _____

2. Utility Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the Excel Engineering, Inc., Fond du Lac, Wisconsin ("Designer")

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3.03 Engineer may delegate these duties and responsibilities, or a subset of the duties and responsibilities, to Utility as the Engineer deems appropriate.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

- A. The work will be substantially complete no later than November 1, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
Milestone 1 as identified in 01 11 00 – SUMMARY OF WORK: 6:00 AM on June 1, 2020.

4.03 Liquidated Damages

- A. Contractor, Owner, and Utility recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner and Utility will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner and Utility if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 - 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner and Utility (1) for any fines or penalties imposed on Owner or Utility, respectively, as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner or Utility, respectively for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner and Utility, respectively for the actual costs reasonably incurred by Owner and Utility for engineering, construction observation, inspection, and administrative services

needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner and Utility shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.
 - B. Owner and Utility shall pay for Work as allocated in paragraph 2.02.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions and as modified herein. Applications for Payment will be processed by Engineer and Utility as provided in the General Conditions.
 - 1. Submit Applications for Payment for items of Work to Owner or Utility as allocated in Paragraph 2.02.

6.02 *Progress Payments; Retainage*

- A. Owner and Utility shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner and Utility may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Utility and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Utility and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of all Work, Owner and Utility shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner or Utility pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner and Utility shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner and Utility to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 00-1 to -7, inclusive).
 - 2. Performance bond (pages 00 61 13-1 to 00 61 13 - ____, inclusive).
 - 3. Payment bond (pages 00 61 14-1 to 00 61 14- ____, inclusive).
 - 4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and Drawing Title Page.
 - 5. Addenda (not attached but incorporated by reference) (numbers 1 to 2, inclusive).
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5, inclusive).
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner, Utility, and Contractor each binds itself, its successors, assigns, and legal representatives to the other parties hereto, their successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner, Utility, and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner or Utility, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the

party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Sheboygan

By: _____
(signature)

Name,
Title: Darrell Hofland , City Administrator

Date: _____

By: _____
(signature)

Name,
Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

City of Sheboygan - Engineering
2026 New Jersey Avenue
Sheboygan, WI 53081

Address for giving notices:

License No.: _____
(where applicable)

Signed by:

Approved as to form and Execution:

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Date: _____

By: _____
(signature)

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Countersigned by:

UTILITY:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

By: _____
(signature)

Name,
Title: _____

Date: _____

2019 TID #17 Pavement and Utility Replacement

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| 00 21 13 | Instructions for Bidders | 00 21 13-1 to 00 21 13-10 |
| 00 41 43 | Bid Form | 00 41 43-1 to 00 41 43-5 |
| 00 41 44 | Unit Price Worksheet | 00 41 44-1 |
| 00 41 44.1 | Quest Unit Price Worksheet | 2 Pages |
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| 00 45 20 | Non-Collusion Affidavit of Subcontractor | 00 45 20-1 |
| 00 45 50 | List of Subcontractors | 00 45 50-1 |
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| 00 55 00 | Notice to Proceed | 00 55 00-1 |
| 00 61 13 | Performance Bond | 00 61 13-1 to 00 61 13-3 |
| 00 61 14 | Payment Bond | 00 61 14-1 to 00 61 14-3 |
| 00 62 11 | Submittal Cover | 00 62 11-1 |
| 00 62 76 | Application for Payment | 00 62 76-1 to 00 62 76-2 |
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| 00 63 49 | Work Change Directive | 00 63 49-1 |
| 00 63 63 | Change Order Form | 00 63 63-1 to 00 63 63-2 |
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| 99 00 01 | APPENDIX TABLE OF CONTEXT | |
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2019 TID #17 PAVEMENT AND UTILITY REPLACEMENT
CITY OF SHEBOYGAN
 SHEBOYGAN, WISCONSIN

BID NUMBER: 2437-19R
 DPW NUMBER: 2019.00.005



PROJECT INFORMATION

2019 TID #17 PAVEMENT AND UTILITY REPLACEMENT
CITY OF SHEBOYGAN
 SHEBOYGAN, WI 53081

PROFESSIONAL SEAL

SHEET DATES

ISSUE DATE: MAY 2, 2019
 REVISION: R1 OCT. 10, 2019

JOB NUMBER

1863240

SHEET NUMBER

1

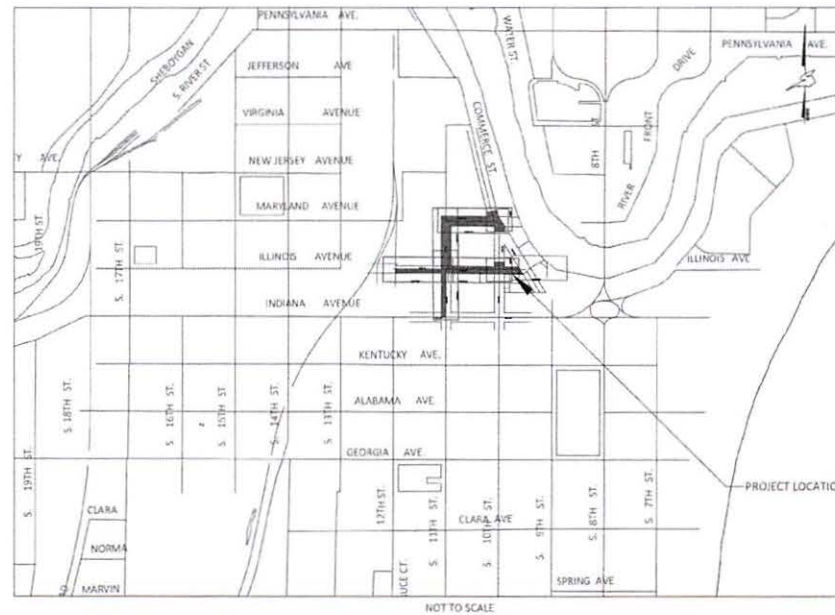
CIVIL COVER SHEET

**ILLINOIS AVENUE
 MARYLAND AVENUE
 S 11TH STREET**

OCTOBER 2019

CIVIL SHEET INDEX

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| 28 | S. 10TH STREET LIGHTING, LANDSCAPING, AND PAVEMENT MARKING |
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| 33 | S. 11TH STREET CROSS SECTIONS |
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| 36 | SMALL DETAILS |



2437-19R 2019 TID #17 Pavement and Utility Replacement (#6546222)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 10/30/2019 11:00 AM CDT

| Section Title | Line Item | Item Code | Item Description | UoM | Quantity | Unit Price2 | Extension3 |
|---------------|-----------|-----------|--|-----|----------|--------------|--------------|
| Public Works | | | | | | | |
| | 1 | 1 | Mobilization (Inclusive for all work except Items 2 and 83-108) | LS | 1 | \$110,000.00 | \$110,000.00 |
| | 2 | 2 | Geopier Reinforcement | LS | 1 | \$436,602.00 | \$436,602.00 |
| | 3 | 3 | Seawall Modification and Fabrication | LS | 1 | \$45,000.00 | \$45,000.00 |
| | 4 | 4 | Remove and Replace Sidewalk and Steel Railing at Seawall | LS | 1 | \$35,000.00 | \$35,000.00 |
| | 5 | 5 | Dewatering and Construction Sequencing | LS | 1 | \$131,413.00 | \$131,413.00 |
| | 6 | 6 | Clearing and Grubbing | EA | 5 | \$500.00 | \$2,500.00 |
| | 7 | 7 | Abandon Project Related Sanitary Infrastructure | LS | 1 | \$34,100.00 | \$34,100.00 |
| | 8 | 8 | Abandon Sanitary Sewer Line, Fill with Cellular Concrete or Sand) | CY | 155 | \$164.00 | \$25,420.00 |
| | 9 | 9 | Sanitary Sewer Lining of Existing 24" Sewer | LF | 425 | \$95.00 | \$40,375.00 |
| | 10 | 10 | Sanitary Sewer 6" PVC with Tensar Geogrid Soil Reinforcement, including aggregate | LF | 63 | \$265.00 | \$16,695.00 |
| | 11 | 11 | Sanitary Sewer 8" PVC with Tensar Geogrid Soil Reinforcement, including aggregate | LF | 69 | \$271.00 | \$18,699.00 |
| | 12 | 12 | Sanitary Sewer 10" PVC with Tensar Geogrid Soil Reinforcement, including aggregate | LF | 27 | \$316.00 | \$8,532.00 |
| | 13 | 13 | Sanitary Sewer 12" PVC with Tensar Geogrid Soil Reinforcement, including aggregate | LF | 79 | \$327.00 | \$25,833.00 |
| | 14 | 14 | Sanitary Sewer 36" PVC with Tensar Geogrid Soil Reinforcement, including aggregate | LF | 805 | \$512.50 | \$412,562.50 |
| | 15 | 15 | Sanitary Sewer Manhole 48-inch, including Tensar Geogrid Soil Reinforcement with aggregate, frame and lid | EA | 1 | \$5,498.00 | \$5,498.00 |
| | 16 | 16 | Sanitary Sewer Manhole 72-inch, including Tensar Geogrid Soil Reinforcement with aggregate, frame and lid | EA | 2 | \$11,779.00 | \$23,558.00 |
| | 17 | 17 | Sanitary Sewer Doghouse Manhole 96-inch, including Tensar Geogrid Soil Reinforcement with aggregate, frame and lid | EA | 1 | \$37,689.00 | \$37,689.00 |
| | 18 | 18 | Sanitary Sewer Outside Drop Manhole 48-inch, including Tensar Geogrid Soil Reinforcement with aggregate, frame and lid | EA | 1 | \$8,330.00 | \$8,330.00 |
| | 19 | 19 | Sanitary Sewer Outside Drop Manhole 72-inch, including Tensar Geogrid Soil Reinforcement with aggregate, frame and lid | EA | 2 | \$13,134.00 | \$26,268.00 |
| | 20 | 20 | Connect to Existing Sanitary Sewer Structure (12" PVC) | EA | 1 | \$2,188.00 | \$2,188.00 |
| | 21 | 21 | Adjust Existing Sanitary Manhole Rings and Frame | EA | 2 | \$1,026.00 | \$2,052.00 |

| | | | | | | |
|----|----|---|----|-------|-------------|----------------|
| 22 | 22 | Abandon Project Related Storm Infrastructure | LS | 1 | \$96,172.00 | \$96,172.00 |
| 23 | 23 | Seal Existing Storm Sewer Main, 84"x54" Box Culvert | EA | 2 | \$5,000.00 | \$10,000.00 |
| 24 | 24 | Abandoned Storm Sewer, Fill with Cellular Concrete or Sand, 84"x54" Box Culvert | CY | 515 | \$136.00 | \$70,040.00 |
| 25 | 25 | Storm Sewer 4" PVC | LF | 16 | \$47.00 | \$752.00 |
| 26 | 26 | Storm Sewer 12" Class III Reinforced Concrete | LF | 462 | \$86.70 | \$40,055.40 |
| 27 | 27 | Storm Sewer 24" Class III Reinforced Concrete | LF | 12 | \$154.00 | \$1,848.00 |
| 28 | 28 | Storm Sewer 30" Class III Reinforced Concrete with Tensar Geogrid Soil Reinforcement including aggregate | LF | 492 | \$154.20 | \$75,866.40 |
| 29 | 29 | Storm Sewer 72" x 48" Box Culvert Precast with Openings | LF | 1,855 | \$623.60 | \$1,156,778.00 |
| 30 | 30 | Storm Sewer Manhole 48-inch, including Tensar Geogrid Soil Reinforcement with aggregate, frame and lid | EA | 1 | \$3,524.00 | \$3,524.00 |
| 31 | 31 | Storm Sewer Manhole 60-inch, including Tensar Geogrid Soil Reinforcement with aggregate, frame and lid | EA | 1 | \$4,260.00 | \$4,260.00 |
| 32 | 32 | Storm Sewer Manhole 60-inch, including Tensar Geogrid Soil Reinforcement with aggregate, inlet frame and lid | EA | 3 | \$4,437.00 | \$13,311.00 |
| 33 | 33 | Storm Sewer Junction Structure (Connect (2)-72"x48" Box Culverts to 84"x54" Box Culvert) | EA | 1 | \$41,469.00 | \$41,469.00 |
| 34 | 34 | Storm Sewer Temporary Structure (Connect 72"x48" Box Culvert to 84"x54" Box Culvert) | EA | 1 | \$12,840.00 | \$12,840.00 |
| 35 | 35 | Storm Sewer Inlet, N-1 | EA | 6 | \$2,551.00 | \$15,306.00 |
| 36 | 36 | Storm Sewer Inlet, N-1 Modified | EA | 7 | \$2,453.00 | \$17,171.00 |
| 37 | 37 | Storm Sewer Inlet, 30" Round | EA | 1 | \$2,457.00 | \$2,457.00 |
| 38 | 38 | Box Culvert Joint Tie | EA | 43 | \$200.00 | \$8,600.00 |
| 39 | 39 | Connect to Existing Storm Sewer Structure (30" RCP) | EA | 1 | \$2,340.00 | \$2,340.00 |
| 40 | 40 | Adjust Catch Basin and Furnish and Install Frame | EA | 7 | \$1,313.00 | \$9,191.00 |
| 41 | 41 | Storm Manhole Major Adjustment Frame, Sections and Rings as Necessary | EA | 8 | \$1,396.00 | \$11,168.00 |
| 42 | 42 | Removal of organic, wet, soft or yielding subgrade soils encountered during utility subgrade preparation where stable subgrade cannot be obtained. Including hauling and aggregate backfill. (As Direct | CY | 185 | \$45.00 | \$8,325.00 |
| 43 | 43 | Silt Fence | LF | 473 | \$1.90 | \$898.70 |
| 44 | 44 | Turbidity Barrier at Seawall | LS | 1 | \$5,200.00 | \$5,200.00 |
| 45 | 45 | Cofferdam at Seawall | LS | 1 | \$35,000.00 | \$35,000.00 |
| 46 | 46 | Inlet Protection - Type B | EA | 1 | \$43.00 | \$43.00 |
| 47 | 47 | Inlet Protection - Type C | EA | 46 | \$43.00 | \$1,978.00 |

| | | | | | | |
|----|----|---|----|--------|-------------|--------------|
| 48 | 48 | Rock Bags | EA | 10 | \$15.00 | \$150.00 |
| 49 | 49 | Tracking Pad | EA | 4 | \$500.00 | \$2,000.00 |
| 50 | 50 | Traffic Control | LS | 1 | \$14,000.00 | \$14,000.00 |
| 51 | 51 | Street Light Pole and Luminaires, including base and wire in poles | EA | 1 | \$6,363.00 | \$6,363.00 |
| 52 | 52 | Furnish and Install Electrical Conduit, Wiring, and Equipment per Plans and Specifications | LS | 1 | \$7,020.00 | \$7,020.00 |
| 53 | 53 | 6" Gravel Driveway | SY | 214 | \$8.50 | \$1,819.00 |
| 54 | 54 | 4" Asphalt Apron (4 LT 58-285) including 6-inches of base course | SY | 284 | \$50.67 | \$14,390.28 |
| 55 | 55 | 5" Concrete Sidewalk | SY | 965 | \$59.50 | \$57,417.50 |
| 56 | 56 | 6" Concrete Apron, Sidewalk, and Driveway | SY | 235 | \$68.80 | \$16,168.00 |
| 57 | 57 | 7" Concrete Apron, Sidewalk, and Driveway | SY | 275 | \$86.00 | \$23,650.00 |
| 58 | 58 | Detectable Warning Field | SF | 184 | \$35.00 | \$6,440.00 |
| 59 | 59 | Concrete Pedestrian Curb | LF | 87 | \$32.00 | \$2,784.00 |
| 60 | 60 | 26" Concrete Curb & Gutter | LF | 3,268 | \$17.00 | \$55,556.00 |
| 61 | 61 | Adjust Existing Monitoring Well | EA | 7 | \$400.00 | \$2,800.00 |
| 62 | 62 | Pavement Removal, including asphalt, concrete, driveways, sidewalks | SY | 10,081 | \$1.50 | \$15,121.50 |
| 63 | 63 | Common Excavation | CY | 4,520 | \$20.10 | \$90,852.00 |
| 64 | 64 | Excavation Below Subgrade (As Directed by Engineer) | CY | 500 | \$21.00 | \$10,500.00 |
| 65 | 65 | Engineered granular fill required to be brought on site to improve the stability of subgrade during over excavation processes. Includes placement and compaction. (As Directed by Engineer) | CY | 500 | \$29.50 | \$14,750.00 |
| 66 | 66 | Tensar TraiAX TX140 Geogrid where pavement subgrade reinforcement is needed. (As Directed by Engineer) | SY | 1,500 | \$4.00 | \$6,000.00 |
| 67 | 67 | 4" Topsoil and Hydroseed (Fertilizer, Seed and Mulch) | SY | 3,080 | \$6.25 | \$19,250.00 |
| 68 | 68 | Crushed Aggregate Base Course, 12-inch | SY | 1,006 | \$7.15 | \$7,192.90 |
| 69 | 69 | Crushed Aggregate Base Course, 8-inch | SY | 8,127 | \$4.90 | \$39,822.30 |
| 70 | 70 | 4.5" Asphalt Pavement (2.75" Binder 3 LT 58-285, 1.75" Surface 4 LT 58-285) | SY | 824 | \$28.89 | \$23,805.36 |
| 71 | 71 | 8" Concrete Pavement, Doweled | SY | 5,824 | \$55.98 | \$326,027.52 |
| 72 | 72 | 8" Concrete Pavement, Non-Doweled | SY | 1,194 | \$52.98 | \$63,258.12 |
| 73 | 73 | Drilled Tie Bars | EA | 81 | \$8.00 | \$648.00 |

| | | | | | | |
|---------------------------|----|---|----|-------|-------------|------------------------|
| 74 | 74 | Drilled Dowel Bars | EA | 142 | \$14.00 | \$1,988.00 |
| 75 | 75 | Pavement Marking 4", Yellow | LF | 2,437 | \$0.95 | \$2,315.15 |
| 76 | 76 | Pavement Marking 4", White | LF | 1,600 | \$0.95 | \$1,520.00 |
| 77 | 77 | Pavement Marking 12" Stop Line, White | LF | 85 | \$1.25 | \$106.25 |
| 78 | 78 | Pavement Marking 6" Ladder Crosswalk, White | LF | 1,910 | \$1.85 | \$3,533.50 |
| 79 | 79 | Pavement Marking Handicap Symbol, White | EA | 2 | \$90.00 | \$180.00 |
| 80 | 80 | Temporary Asphalt Surface (2-inch) including 6-inches of Base Aggregate | SY | 1,000 | \$0.01 | \$10.00 |
| 81 | 81 | Construction Staking (Inclusive for all work except Items 2 and 83 through 108) | LS | 1 | \$10,000.00 | \$10,000.00 |
| 82 | 82 | DNR Required Cofferdam Modification Allowance | LS | 1 | \$25,000.00 | \$25,000.00 |
| PUBLIC WORKS ITEMS | | | | | | \$ 3,965,346.38 |
| WATER UTILITY | | | | | | |
| 83 | 83 | Mobilization (Inclusive of Items 83 through 108) | LS | 1 | \$16,500.00 | \$16,500.00 |
| 84 | 84 | 4" PVC Water Main | LF | 5 | \$239.00 | \$1,195.00 |
| 85 | 85 | 8" PVC Water Main | LF | 19 | \$261.00 | \$4,959.00 |
| 86 | 86 | 8" PVC Water Main (Private) | LF | 45 | \$261.00 | \$11,745.00 |
| 87 | 87 | 12" PVC Water Main | LF | 2,411 | \$135.84 | \$327,510.24 |
| 88 | 88 | 6" Ductile Iron Water Main | LF | 137 | \$142.30 | \$19,495.10 |
| 89 | 89 | 6" PVC Water Main (Private) | LF | 37 | \$253.00 | \$9,361.00 |
| 90 | 90 | 6" Water Main Valve and Box | EA | 9 | \$1,317.00 | \$11,853.00 |
| 91 | 91 | 6" Water Main Valve and Box (Private) | EA | 1 | \$1,317.00 | \$1,317.00 |
| 92 | 92 | 8" Water Main Valve and Box | EA | 3 | \$1,783.00 | \$5,349.00 |
| 93 | 93 | 8" Water Main Valve and Box (Private) | EA | 1 | \$1,783.00 | \$1,783.00 |
| 94 | 94 | 12" Water Main Valve and Box | EA | 11 | \$2,931.00 | \$32,241.00 |
| 95 | 95 | 1" Water Service Replacement, main to curb, furnish and install | LF | 10 | \$201.00 | \$2,010.00 |
| 96 | 96 | Reconnect existing copper water service | EA | 2 | \$450.00 | \$900.00 |

| | | | | | | |
|-----|-----|---|----|-----|----------------------------|-----------------------|
| 97 | 97 | Fire Hydrant | EA | 9 | \$4,823.00 | \$43,407.00 |
| 98 | 98 | Storm Sewer Inlet, N-1 Modified | EA | 1 | \$2,453.00 | \$2,453.00 |
| 99 | 99 | Adjust Existing Storm Manhole or Catch Basin Rings and Frame | EA | 2 | \$450.00 | \$900.00 |
| 100 | 100 | Remove Railroad Tracks and Ties | LF | 26 | \$76.00 | \$1,976.00 |
| 101 | 101 | Remove and Replace 5" Concrete Sidewalk | SY | 90 | \$59.50 | \$5,355.00 |
| 102 | 102 | Remove and Replace 8" Concrete Pavement | SY | 536 | \$66.48 | \$35,633.28 |
| 103 | 103 | 26" Remove and Replace Concrete Curb & Gutter | LF | 634 | \$24.50 | \$15,533.00 |
| 104 | 104 | Crushed Aggregate Base Course, 12-inch | SY | 279 | \$8.50 | \$2,371.50 |
| 105 | 105 | Remove and Replace Asphalt Pavement (2.75" Binder 3 LT 58-28S, 1.75" Surface 4 LT 58-28S) | SY | 279 | \$38.13 | \$10,638.27 |
| 106 | 106 | 4" Topsoil and Hyrdoseed (Fertilizer, Seed and Mulch) | SY | 230 | \$8.85 | \$2,035.50 |
| 107 | 107 | Pavement Marking 4", Yellow | LF | 641 | \$2.95 | \$1,890.95 |
| 108 | 108 | Construction Staking (Inclusive of Items 83 through 108) | LS | 1 | \$4,900.00 | \$4,900.00 |
| | | | | | WATER UTILITY ITEMS | \$ 573,311.84 |
| | | | | | BASE BID TOTAL | \$4,538,658.22 |
| | | | | | | |

IX

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. January 20, 2020.

Your Committee to whom was referred Gen. Ord. No. 39-19-20 by Alderpersons Sorenson and Mitchell amending various sections of Article III, Chapter 26, Sheboygan Municipal Code, so as to require a license for installation and repair, etc., of low voltage installations in commercial buildings and providing a fee for certain inspections and re-inspections for such installments; recommends adopting the Ordinance.

reg

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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7.2

Gen. Ord. No. 39 - 19 - 20. By Alderpersons Sorenson and Mitchell.
December 16, 2019.

AN ORDINANCE amending various sections of Article III, Chapter 26, Sheboygan Municipal Code, so as to require a license for installation and repair, etc., of low voltage installations in commercial buildings and providing a fee for certain inspections and re-inspections for such installations.

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

Section 1. Section 26-199 of the Municipal Code entitled "Required" is hereby repealed and recreated to read as follows:

"Sec. 26-199. - Required.

No person shall alter, install, repair, remove, renew, replace, disturb, connect, disconnect, or maintain any electrical equipment or accept any compensation therefor in the City, except in the usual operations of the public utility company, unless such a person has a license as required pursuant to § 101.862, Wis. Stats."

Section 2. Section 26-257 of the Municipal Code entitled "Required" is hereby repealed and recreated in subsection (a) thereof to read as follows:

"Sec. 2-257. - Required.

(a) No electrical equipment shall be installed, altered, renewed, replaced, or connected unless a permit therefor has been obtained, except as provided in sections 26-258 and 26-259. The electrical inspector shall issue permits for the execution of electrical installations for light, heat or power upon the filing of proper applications, which shall be made on forms furnished by the inspector and shall describe the nature of the work, as well as such other information as may be required for inspection. It shall be the responsibility of the property owner, as well as the electrician, to determine that a proper permit has been issued.

..."

Section 3. Section 26-259 of the Municipal Code entitled "Exemptions" is hereby repealed and recreated to read as follows:

RHS
12-30-19 hold
adopt

"Sec. 2-259. - Exemptions.

- (a) No permit shall be required by the provisions of this article for:
- (1) The usual operations of the local electric utility company.
 - (2) The manufacturing, assembling, repairing, installation or testing of electrical equipment, for which no license is required under section 26-199.
 - (3) Minor repair work such as repairing cords, switches, replacing fuses or changing lamp sockets.
 - (4) Repairs made necessary for the proper maintenance of an existing installation.
 - (5) Low voltage installations in one and two family dwellings.
 - (6) Reconnection of existing power supplies to replacement heating plants, water heaters, and other appliances.
 - (7) The repair, removal, disturbance, or disconnection of any existing electrical equipment or the renewal or replacement of any existing branch lighting circuit switches, sockets, or receptacles.
 - (8) All electrical work, not requiring a service inspection, where the cost of materials is less than \$500.00. For purposes of this section, the term "materials" shall include all items necessary for complete installation, with used materials priced as new. Upon request of the building inspection department, the person performing such electrical work shall provide a complete list of materials being installed and the costs of said materials.
- (b) All work performed under the exceptions provided in subsections (a)(2)-(8) of this section shall be performed in full compliance with this article."

Section 4. Section 26-262 of the Municipal Code entitled "Fees" is hereby amended so as to create a new subsection (b)(3) thereto to read as follows:

"Sec. 2-262. - Fees.

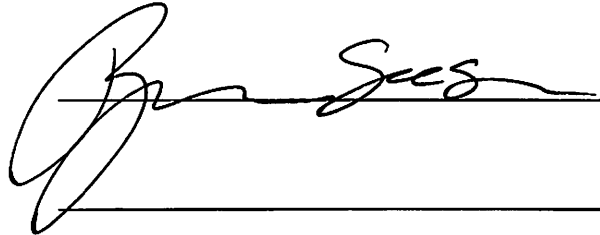
. . . .

(b) Exceptions

. . . .

(3) Inspection of low voltage (under 50 volts) installations not requiring additional permits and re-inspections of low voltage installations \$1.00 per drop"

Section 5. 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

R. O. No. 144 - 19 - 20. By CITY CLERK. January 20, 2020.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------------------|--|
| 3081 | Edler, Michelle R. | 1008 Frost Road, Howards Grove |
| 3071 | Frank, Amanda J. | 1926 S. 16 th Street |
| 3083 | Flores, Lindsay A. | 1112 S. 11 th Street |
| 4677 | Forey, Jamie L. | 1529 Erie Avenue |
| 7291 | Genson, Adam C. | 1054 Weeden Creek Road |
| 3072 | Hilbelink, David S. | 1530 N. 3 rd Street |
| 3073 | Kuhn, Bryce A. | 1029 Happy Lane, Sheboygan Falls |
| 3084 | Lawrence, Amanda L. | 4701 S. 16 th Street |
| 3078 | McCranie, Corina A. | 1129 Pershing Avenue |
| 3085 | Mora Lorenzo, Manuel E. | 2126 S. 12 th Street |
| 3069 | Norlander, Eli S. | 122 Fox Glove Ln, Sheboygan Falls |
| 0108 | Ranieri, John M. | 2017 N. 6 th Street |
| 7877 | Rivas, Andrew S. | 1032 Broadway Avenue |
| 3086 | Ruiz Otero, Keyshla M. | 208 5 th Street, Nederland, Texas |
| 3079 | Wood, Dawn M. | 2019 N. 7 th Street |
| 3074 | Yang, Nkounew | 2207A S. 9 th Street |
| 3070 | Zalenski, Catherine D. | 2017 N. 6 th Street |
| 0874 | Zimmerman, Kaycee L. | 1711 Alabama Avenue |

QUADRICYCLE DRIVER LICENSE APPLICATION (NEW) (December 31, 2020)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------|--------------------------------------|
| 3076 | Leinen, Heather A. | 827 W. 1 st Street, Waldo |

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-----------------------|---------------------------------|
| 3077 | Carranza, Erin E. | N8024 County Road LS |
| 3068 | Rollins, Karen D. | 1428 Jefferson Avenue |
| 1870 | Staudinger, Edward G. | 2113 N. 40 th Street |

AKPS