

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

Hearing No.                    - 19 - 20. June 3, 2019.

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 Urban Commercial (UC):

Property located at 1316 Niagara Avenue described as:

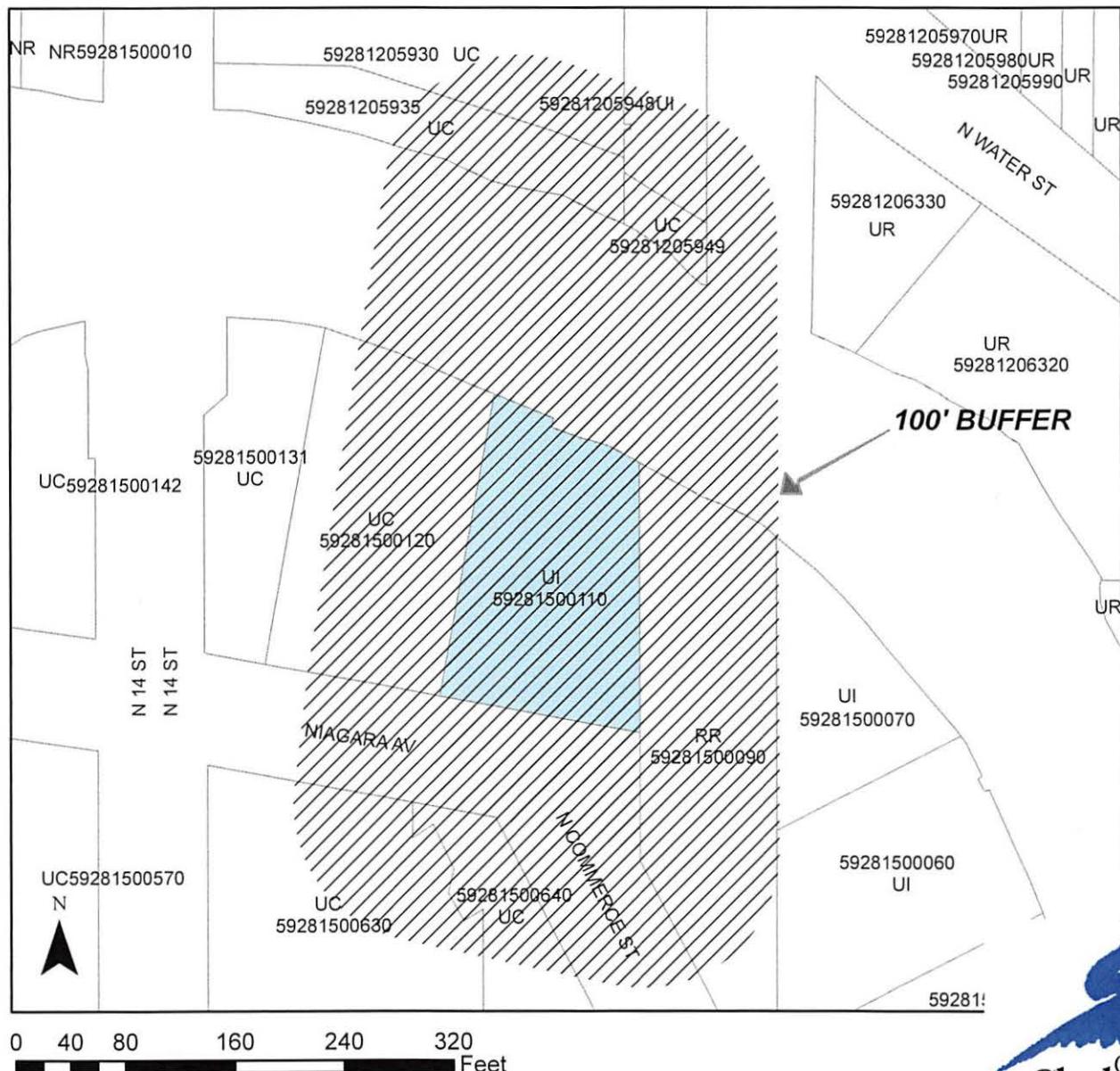
ORIGINAL PLAT LOTS 12 & 13 & PRT OF LOTS 11 & 14 BLK 111 DESC AS: COM IN THE S LINE OF LOT 14, 40' SE OF THE SW CORN OF SD LOT, TH NE 216' M/L PARALLEL TO THE W LINE OF LOT 14 TO THE SHORE OF THE SHEB RIVER, TH DOWNSTREAM ALG THE SHORE OF RIVER 132' M/L TO THE W R/W LINE OF C&NW RR CO MAIN TRACK, TH SLY ON SD R/W LINE 180' M/L TO THE NE CORN OF NIAGARA AVE & N COMMERCE ST, TH WLY 151.6' M/L ALG THE NLY LINE OF NIAGARA AVE TO BEG

All interested persons will now be heard.

# PROPOSED REZONE OF PARCEL NO. 59281500110 FROM URBAN INDUSTRIAL (UI) TO URBAN COMMERCIAL (UC)

Town: 15N Range: 23E Section: 22

ORIGINAL PLAT LOTS 12 & 13 & PRT OF LOTS 11 & 14 BLK 111  
DESC AS: COM IN THE S LINE OF LOT 14, 40' SE OF THE SW  
CORN OF SD LOT, TH NE 216' M/L PARALLEL TO THE  
W LINE OF LOT 14 TO THE SHORE OF THE SHEB RIVER,  
TH DOWNSTREAM ALG THE SHORE OF RIVER 132' M/L TO  
THE W R/W LINE OF C&NW RR CO MAIN TRACK, TH SLY ON  
SD R/W LINE 180' M/L TO THE NE CORN OF NIAGARA AVE &  
N COMMERCE ST, TH WLY 151.6' M/L ALG THE NLY LINE OF  
NIAGARA AVE TO BEG



**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., June 3, 2019, in the Sheboygan County Board Chambers of the Sheboygan County Courthouse, 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 Urban Commercial (UC):

Property located at 1316 Niagara Avenue described as:

**ORIGINAL PLAT LOTS 12 & 13 & PRT OF LOTS 11 & 14 BLK 111 DESC AS: COM IN THE S LINE OF LOT 14,40' SE OF THE SW CORN OF SD LOT, TH NE 216' M/L PARALLEL TO THE W LINE OF LOT 14 TO THE SHORE OF THE SHEB RIVER, TH DOWNSTREAM ALG THE SHORE OF RIVER 132' M/L TO THE W R/W LINE OF C&NW RR CO MAIN TRACK, TH SLY ON SD R/W LINE 180' M/L TO THE NE CORN OF NIAGARA AVE & N COMMERCE ST, TH WLY 151.6' M/L ALG THE NLY LINE OF NIAGARA AVE TO BEG**

MEREDITH DEBRUIN  
City Clerk

CITY OF SHEBOYGAN  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

May 24, 2019

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., June 3, 2019, in the Sheboygan County Board Chambers of the Sheboygan County Courthouse, Sheboygan, Wisconsin. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Class Urban Commercial (UC):

Property located at 1316 Niagara Avenue described as:

ORIGINAL PLAT LOTS 12 & 13 & PRT OF LOTS 11 & 14 BLK 111 DESC AS: COM IN THE S LINE OF LOT 14,40' SE OF THE SW CORN OF SD LOT, TH NE 216' M/L PARALLEL TO THE W LINE OF LOT 14 TO THE SHORE OF THE SHEB RIVER, TH DOWNSTREAM ALG THE SHORE OF RIVER 132' M/L TO THE W R/W LINE OF C&NW RR CO MAIN TRACK, TH SLY ON SD R/W LINE 180' M/L TO THE NE CORN OF NIAGARA AVE & N COMMERCE ST, TH WLY 151.6' M/L ALG THE NLY LINE OF NIAGARA AVE TO BEG

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

Sincerely,

MEREDITH DEBRUIN, City Clerk

MRED ASSOCIATES, 14TH/ERIE

PO BOX 1159

DEERFIELD, IL 60015

SHEB RIVERSIDE BOAT CLUB

PO BOX 313

SHEBOYGAN FLS, WI 53085

CITY OF SHEBOYGAN CITY ATTORNEY

828 CENTER AVE

SHEBOYGAN, WI 53081

SHEB RIVERSIDE BOAT CLUB

PO BOX 313

SHEBOYGAN FLS, WI 53085

RABIT PROPERTIES, LLC

827 N 14TH ST

SHEBOYGAN, WI 53081

MILLENNIUM PROPERTIES INC

PO BOX 934

SHEBOYGAN, WI 53082

SHEBOYGAN BOAT DOCTORS LLC

1320 NIAGARA AVE

SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN

828 CENTER AVE STE 304

SHEBOYGAN, WI 53081

SHEBOYGAN COUNTY WISCONSIN PLANNING DEPT

508 NEW YORK AVE

SHEBOYGAN, WI 53081

RABIT PROPERTIES, LLC

827 N 14TH ST

SHEBOYGAN, WI 53081

二

R. O. No.                    - 19 - 20. By CITY CLERK. JUNE 3, 2019.

Submitting various license applications.

City Clerk

AMUSEMENT (RENEW) (JUNE 30, 2020)

2777 Freaktoyz 520 N. 8<sup>th</sup> Street

COMMERCIAL SALVAGE & RECYCLING (RENEW) (JUNE 30, 2020)

No. Name Address

3047 Advanced Disposal 1205 Illinois Avenue

POOL TABLE LICENSE (RENEW) (JUNE 30, 2020)

No. Name Address

1476 1907 Club 2908 N. 21<sup>st</sup> Street

TEMPORARY BEVERAGE OPERATOR'S LICENSE

No. Name Address

2802 Hendzel, Brandon M. 414 Pine Street, Pulaski  
1017 Stearns, Michael T. 2136 Erie Avenue

TEMPORARY CLASS "B" LICENSE

No. Name Address

3205 Anglers Avenue Tournament Circuit      510 S. Pier Drive - Three day event to be held 6/07/19-6/09/19.  
3205 Anglers Avenue Tournament Circuit      510 S. Pier Drive - Three day event to be held 7/02/19-7/04/19 to include beer and wine.

Consult.

3205 Anglers Avenue Tournament Circuit 510 S. Pier Drive - One day event to be held 07/26/19 to include beer and wine.

3258 Ellwood May Environmental Park 3615 Mueller Road - One day event to be held 06/19/19 in the Ecology Center to include beer and wine.

II

R. O. No. - 19 - 20. By BOARD OF WATER COMMISSIONERS. June 3, 2019.

**To the Honorable, the Mayor and Common Council:**

We are, hereby, transmitting a copy of the Preliminary 2020 Capital Improvement Plan (CIP) and a copy of the 2021-2025 Five Year Capital Improvement Plan (CIP) for the Sheboygan Water Utility.

*Consent*

BOARD OF WATER COMMISSIONERS

Gerald R. Van De Kreeke

Gerald R. Van De Kreeke, President

Mark Heinz

Mark Heinz, Secretary

Raymond W. Haen

Raymond W. Haen, Member

Attachments

# SHEBOYGAN BOARD OF WATER COMMISSIONERS

## 2020 PRELIMINARY CAPITAL IMPROVEMENTS PLAN (CIP)

### OPERATIONS

Raw Water Improvement Project; design plan for raw water intake, suction well, and pump station	\$ 1,500,000
Electric Actuator- Replace 1998 backwash basin decant actuator	\$ 15,000
Motors/Drives/Starters (replacements, bearings, seals, etc.)	\$ 10,000
Pumps (bearings, seals, alignments, etc.)	\$ 25,000
Roofing Replacement/Repairs- Treatment plant and booster stations	\$ 25,000
Lab Upgrades- Replace/upgrade lab refrigerator and cabinets	\$ 15,000
Filter #8: Leopold Underdrain Replacement: Filter #8 underdrain replacement	\$ 220,000
Clear Well Sluice Gate- Under water installation of sluice gate	\$ 85,000
Backwash/Chem Panel SCADA PLC Replacement	\$ 95,000
Total:	\$ 1,990,000

### DISTRIBUTION - CONSTRUCTION/MAINTENANCE

Georgia Ave. Reservoir Painting	\$ 700,000
S 12th St.- Riverdale to Stahl - water main upsize	\$ 60,000
Geele Ave- Calumet to N 23rd (City Project) water main	\$ 450,000
Georgia Ave- 9th St to 14th St.	\$ 650,000
Hydrant and Valve Replacement	\$ 100,000
Replace 2005 #8 - 1/2 Ton Pickup Truck	\$ 45,000
Vacuum Excavation Trailer	\$ 50,000
Pipe trailer	\$ 9,000
Total:	\$ 2,064,000

### CUSTOMER RELATIONS/FISCAL

Meters - 20 year replacement program, lead replacement, new construction	\$ 95,418
Meter reading systems - Orians for all meter sizes	\$ 60,000
Computer replacements	\$ 5,000
Total:	\$ 160,418

2020 TOTAL: \$ 4,214,418

## SHEBOYGAN BOARD OF WATER COMMISSIONERS

### FIVE YEAR CAPITAL IMPROVEMENT PLAN (CIP) 2021 - 2025

#### YEAR 2020

##### OPERATIONS

Raw Water Improvement Project; design plan for raw water intake, suction well, and pump station	\$ 1,500,000
Electric Actuator- Replace 1998 backwash basin decant actuator	\$ 15,000
Motors/Drives/Starters (replacements, bearings, seals, etc.)	\$ 10,000
Pumps (bearings, seals, alignments, etc.)	\$ 25,000
Roofing Replacement/Repairs- Treatment plant and booster stations	\$ 25,000
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Meters - 20 year replacement program, lead replacement, new construction	\$ 95,418
Meter reading systems - Orions for all meter sizes	\$ 60,000
Computer replacements	\$ 5,000
Total:	<u>\$ 160,418</u>

**2020 TOTAL: \$ 4,214,418**

#### YEAR 2021

##### OPERATIONS

Raw Water Improvement Project & Design - intake, suction well, raw water pump station	\$ 1,500,000
Filter Underdrain Replacement	\$ 220,000
Roofing Replacement/Repairs	\$ 25,000
240/480volt equipment (electrical panels, actuators, wiring etc.)	\$ 25,000
Motors/Drives/Starters	\$ 25,000
Pumps	\$ 30,000
SCADA System upgrades	\$ 25,000
4-door Crew Cab Pickup	\$ 30,000
Total:	<u>\$ 1,880,000</u>

##### DISTRIBUTION - CONSTRUCTION/MAINTENANCE

Taylor Hill Reservoir - stripping tank and roof underside then painting	\$ 900,000
N. 25th St - Superior Ave to Geele Ave (City Project)	\$ 600,000
North Ave- 25th St. to 30th St.(City Project)	\$ 100,000
Indiana Ave- N 18th St. to University Dr. (City Project)	\$ 1,000,000
Replace 2010- 3/4 Ton #2 Utility Truck	\$ 45,000
Total:	<u>\$ 2,645,000</u>

##### CUSTOMER RELATIONS/FISCAL

Meters for 20 year meter replacement program for 1/2" & 3/4"	\$ 78,000
Meters all sizes - troubleshooting & replacements	\$ 25,000
#17 truck replacement (2011) to fuel efficient vehicle	\$ 30,000
Total:	<u>\$ 133,000</u>

**2021 TOTAL: \$ 4,658,000**

**YEAR 2022**

**OPERATIONS**

Raw Water Improvement Project - suction well, intake, low lift pump station	\$ 14,000,000
Filter Underdrain Replacement	\$ 220,000
Roofing Replacement/Repairs	\$ 25,000
240/480volt equipment (electrical panels, actuators, wiring etc.)	\$ 25,000
Motors/Drives/Starters	\$ 25,000
Pumps	\$ 30,000
SCADA System upgrades	\$ 25,000
Total: \$	<u>14,350,000</u>

**DISTRIBUTION - CONSTRUCTION/MAINTENANCE**

N. 25th St - Superior Ave to Geele Ave (City Project)	\$ 600,000
Indiana Ave- N 18th St. to University Dr. (City Project)	\$ 1,200,000
Lakeshore Drive- Wilson to RR Tracks (City Project)	\$ 200,000
S 12th St- Wilson Ave to Greenfield Ave. (City Project)	\$ 600,000
Replace Volvo excavator	\$ 250,000
Total: \$	<u>2,850,000</u>

**CUSTOMER RELATIONS/FISCAL**

Meters for 20 year meter replacement program for 1/2" & 3/4"	\$ 57,000
Meters all sizes - troubleshooting & replacements	\$ 30,000
#10 truck replacement (2010) to fuel efficient vehicle	\$ 40,000
Total: \$	<u>127,000</u>

**2022 TOTAL: \$ 17,327,000**

**YEAR 2023**

**OPERATIONS**

Raw Water Improvement Project - suction well, intake, low lift pump station	\$ 14,000,000
Filter Underdrain Replacement	\$ 220,000
Chemical Feed Systems (Fluoride System)	\$ 25,000
Roofing Replacement/Repairs	\$ 25,000
240/480volt equipment (electrical panels, actuators, wiring etc.)	\$ 25,000
Motors/Drives/Starters	\$ 25,000
Behrens Parkway Pit Pump Improvements	\$ 300,000
Pumps	\$ 30,000
SCADA System upgrades	\$ 25,000
Total: \$	<u>14,675,000</u>

**DISTRIBUTION - CONSTRUCTION/MAINTENANCE**

Railroad Yard Crossing - S. 24th St to S. Business Dr.	\$ 250,000
Moenning Rd - Creekview Ct to Stahl Rd	\$ 500,000
River Crossing - Wisconsin Ave	\$ 800,000
Union Ave - S. Business Dr. to S. 26th St	\$ 600,000
Hydrant and Valve Replacement	\$ 100,000
Replace Bobcat Skid Steer Loader	\$ 50,000
Total: \$	<u>2,300,000</u>

**CUSTOMER RELATIONS/FISCAL**

Meters for 20 year meter replacement program for 1/2" & 3/4"	\$ 73,000
Meters all sizes - troubleshooting & replacements	\$ 25,000
Total: \$	<u>98,000</u>

**2023 TOTAL: \$ 17,073,000**

**YEAR 2024**

**OPERATIONS**

Filter Underdrain Replacement	\$ 220,000
Chemical Feed Systems (hypo bulk tanks)	\$ 100,000
Roofing Replacement/Repairs	\$ 25,000
240/480volt equipment (electrical panels, actuators, wiring etc.)	\$ 25,000
Motors/Drives/Starters	\$ 25,000
Treatment Plant Generator	\$ 1,000,000
SCADA System upgrades	\$ 25,000
Total:	\$ 1,420,000

**DISTRIBUTION - CONSTRUCTION/MAINTENANCE**

Martin Avenue- North 15th St. to Calumet Dr.	\$ 750,000
N. 15th - North Ave to School	\$ 150,000
Wilson Ave - S. 18th St to S. 12th St	\$ 650,000
Henry St - Mead Ave to Wilson Ave	\$ 500,000
Hydrant and Valve Replacement	\$ 100,000
Replacement for 2005 #1 Dump Truck	\$ 200,000
Total:	\$ 2,350,000

**CUSTOMER RELATIONS/FISCAL**

Meters for 20 year meter replacement program for 1/2" & 3/4"	\$ 84,000
Meters all sizes - troubleshooting & replacements	\$ 25,000
#20 truck replacement (2010) to fuel efficient vehicle	\$ 40,000
Total:	\$ 149,000

**2024 TOTAL: \$ 3,919,000**

**YEAR 2025**

**OPERATIONS**

High Lift Cat Walk Improvement Project	\$ 300,000
Filter Underdrain Replacement	\$ 220,000
Roofing Replacement/Repairs	\$ 25,000
240/480volt equipment (electrical panels, actuators, wiring etc.)	\$ 25,000
Motors/Drives/Starters	\$ 25,000
WAPS Generator	\$ 110,000
SCADA System upgrades	\$ 25,000
Total:	\$ 730,000

**DISTRIBUTION - CONSTRUCTION/MAINTENANCE**

N 13th St.- Martin to North	\$ 400,000
North Ave- 6th St to 10th St.	\$ 450,000
Michigan Ave-N 15th to N 14th; N 15th to Huron	\$ 500,000
Hydrant and Valve Replacement	\$ 350,000
Replace 2015 #22 - 1 Ton Pickup Truck with tommy gate	\$ 50,000
Total:	\$ 1,750,000

**CUSTOMER RELATIONS/FISCAL**

Meters for 20 year meter replacement program for 1/2" & 3/4"	\$ 132,000
Meters all sizes - troubleshooting & replacements	\$ 25,000
Total:	\$ 157,000

**2025 TOTAL: \$ 2,637,000**

~~II~~

R. O. No. - 19 - 20. By TRANSIT COMMISSION. June 3, 2019.

Your commission to whom was referred Res. No. 16-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to enter into a Grant Agreement with the State of Wisconsin and to make necessary expenditures under that Grant Agreement in order to take advantage of the State of Wisconsin's Volkswagen Mitigation Transit Capital Assistance Grant Program; recommends adopting the Resolution

*consent.*

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TRANSIT COMMISSION

III

Res. No. 16 - 19 - 20. By Alderpersons Wolf and Sorenson. May 6, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a Grant Agreement with the State of Wisconsin and to make necessary expenditures under that Grant Agreement in order to take advantage of the State of Wisconsin's Volkswagen Mitigation Transit Capital Assistance Grant Program.

WHEREAS, in Res. No. 79-18-19, the Sheboygan Transit Commission and the Common Council for the City of Sheboygan directed and authorized Shoreline Metro and the proper City officials to submit information to the Department of Administration to apply for funding through the State of Wisconsin Volkswagen Grant Program; and

WHEREAS, the State of Wisconsin has approved an initial award to the City in an amount not to exceed Four Hundred Fifty-one Thousand Dollars (\$451,000) (the "Grant Funds") to be used to purchase a new thirty-five foot long Gillig bus ("New Bus") which will replace a 2005 thirty-foot long Gillig bus ("Bus #502") and to pay for costs associated with disposing of Bus #502; and

WHEREAS, one requirement of receiving the Grant Funds is entering into a Grant Agreement, a copy of which is attached to this Resolution; and

WHEREAS, the Grant Agreement imposes certain obligations on the City, including reporting requirements and the requirement to obtain permission from the State of Wisconsin if the City desires to dispose of the New Bus before the end of its useful life; and

WHEREAS, the Grant Agreement also requires the City to purchase the New Bus and seek reimbursement from the State of Wisconsin; and

WHEREAS, entering into the Grant Agreement and obtaining the New Bus through the Grant Program is in the best interests of the City.

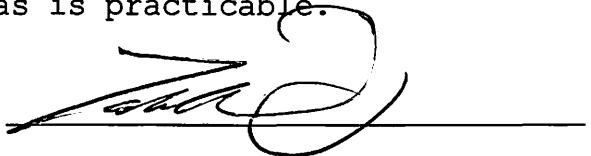
NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute the Grant Agreement on behalf of the City, to submit the Grant Agreement to the appropriate State of Wisconsin officials, and to submit all necessary documents to the State of Wisconsin as directed by the Grant Agreement.

BE IT FURTHER RESOLVED: That upon receipt of a fully executed Grant Agreement, the Director of Parking and Transit is authorized to draw funds in the amount of Four Hundred Fifty-one Thousand Dollars (\$451,000) from the Capital Projects Fund - Transit - Vehicles Account No. 40093000-641100 in order to purchase the New Bus and to pay for eligible costs associated with scrapping Bus #502.

Transit  
Adopt

BE IT FURTHER RESOLVED: That pursuant to the Grant Agreement, no more than Four Hundred Fifty Thousand Dollars (\$450,000) shall be spent on the purchase of the New Bus, and no more than One Thousand Five Hundred Dollars (\$1,500) shall be spent on costs associated with scrapping Bus #502. In no event shall the total amount expended pursuant to this Resolution exceed Four Hundred Fifty-one Thousand Dollars (\$451,000).

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is instructed to submit all necessary documentation in order to receive reimbursement from the Grant Program as soon as is practicable.



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

**GRANT AGREEMENT  
BETWEEN THE**  
**STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ENTERPRISE OPERATIONS  
VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM**  
**AND**  
**CITY OF SHEBOYGAN**

**THIS AGREEMENT** is made and entered into by and between the Division of Enterprise Operations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and City of Sheboygan ("Grantee").

**WHEREAS**, §16.047(4m), Wis. Stats., provides that the Department shall establish a program to competitively award grants of Volkswagen ("VW") settlement funds from the appropriation under §20.855(4)(h), Wis. Stats. to eligible applicants for the replacement of eligible public transit vehicles; and

**WHEREAS**, on behalf of the State, the Department administers the Volkswagen Mitigation Transit Capital Assistance Grant Program ("Program") through the Division to provide funds for eligible activities; and

**WHEREAS**, City of Sheboygan is an eligible applicant under §16.047(4m), Wis. Stats.; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved an initial award to Grantee in an amount not to exceed \$451,500.00 for eligible activities herein described; and

**WHEREAS**, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Agreement; and

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between Grantee and the State and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) Attachment A – Statement(s) of Work (most recent version)
- 2) Attachment B – Reimbursement Request
- 3) Attachment C – Eligible and Ineligible Activities
- 4) Attachment D – Budget
- 5) Attachment E – Reporting Form

The following documents are made part of this Agreement by reference:

- 1) Completed Grant Application (including Appendix A)
- 2) Volkswagen Diesel Emissions Environmental Mitigation Trust Agreement for State Beneficiaries, Puerto Rico, and the District of Columbia (the "State Trust Agreement")
- 3) Grant Announcement - VW Mitigation Program Transit Capital Assistance Grant Program

**CITY OF SHEBOYGAN**

**STATE OF WISCONSIN**  
**DEPARTMENT OF ADMINISTRATION**

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

**TITLE:** \_\_\_\_\_

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

**BY:** \_\_\_\_\_  
Joel T. Brennan

**TITLE:** Secretary \_\_\_\_\_

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

## GENERAL TERMS AND CONDITIONS

### ARTICLE 1. AGREEMENT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be Benjamin Vondra, VW Mitigation Program Administrator, Division of Enterprise Operations and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

Grantee's employee responsible for the administration of this Agreement shall be Derek Muench, who shall represent Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

### ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, Grantee pledges to abide by and comply with the following requirements:

1. Agreement funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under §19.41, Wis. Stats. *et seq* and §19.59, Wis. Stats. *et seq*.

### ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

### ARTICLE 4. STATEMENT OF WORK

1. Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on any Statement of Work approved by the Division. Changes to any Statement of Work may be made only by written agreement of both the Division and Grantee.
2. Grantee shall complete all work tasks that it commits to in any approved Statement of Work. Failure to meet this requirement may result in termination of this contract under ARTICLE 11 of this contract.

3. All Statements of Work shall constitute a written amendment to this Agreement setting forth the nature and scope thereof. The State reserves the right to determine whether the scope or expenses provided in a Statement of Work are eligible under §16.047(4m), Wis. Stats. and the State Trust Agreement. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.
4. The Department maintains responsibility for the interpretation of terms, conditions and costs listed in the Statement of Work.
5. In the event of conflict between the provisions of the Terms and Conditions and the Statement of Work and Budget, the provisions of the Statement of Work and Budget shall prevail.

#### **ARTICLE 5. PERIOD OF PERFORMANCE**

Grantee may only incur eligible project expenses during the time period between the date of Agreement execution by the Department and June 30, 2025 (the "Performance Period"). All reimbursement requests must be received by the Department during the Performance Period.

#### **ARTICLE 6. STANDARDS OF PERFORMANCE**

Grantee shall perform activities as set forth in any approved Statement of Work and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

#### **ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT**

Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Division. The Division reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State or Division bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

#### **ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official (as defined in §19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, Wisconsin 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

#### **ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT**

Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in §51.01(5), Wis. Stats., sexual orientation as defined in §111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities. Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

#### **ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES**

Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

#### **ARTICLE 11. TERMINATION AT WILL**

The Division may terminate this Agreement at any time with or without cause by delivering written notice to Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

#### **ARTICLE 12. TERMINATION FOR NONAPPROPRIATION**

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature.

#### **ARTICLE 13. FAILURE TO PERFORM**

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

#### **ARTICLE 14. PUBLICATIONS**

Grantee may, but is not required to, acknowledge the financial assistance provided by the Department in any report, study, video, website or other document resulting from this contract.

#### **ARTICLE 15. AMENDMENT**

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

#### **ARTICLE 16. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

**ARTICLE 17. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 18. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 19. CHOICE OF LAW AND VENUE**

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

## **FISCAL TERMS AND CONDITIONS**

### **ARTICLE 20. SOURCE AND AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature for the eligible expenses covered under this Agreement. Funds awarded under this Agreement have been encumbered and are subject to the continued availability of funding from the State of Wisconsin. Funds are also subject to continued availability from the Volkswagen Diesel Emissions Environmental Mitigation Trust.

### **ARTICLE 21. VARIANCES**

Certain variances to the budget outlined in the Statement of Work may be permissible. The changes shall be agreed to by both parties and approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

### **ARTICLE 22. ELIGIBLE COSTS**

Eligible Costs are those costs which can be audited, and which are directly attributable to grant activities and identified and approved in any Statement of Work, Budget and/or Eligible and Ineligible Activity List.

1. Eligible Costs subject to reimbursement by this Grant may not be incurred prior to the execution of this Agreement by the State.
2. Costs only as identified in the Budget and described in the Statement of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

### **ARTICLE 23. REIMBURSEMENT OF FUNDS**

Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to Grantee in excess of the allowable eligible costs under this Agreement. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

### **ARTICLE 24. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. Grantee shall not apply funds authorized pursuant to other agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program Income.

### **ARTICLE 25. FINANCIAL MANAGEMENT**

Grantee agrees to maintain a financial management system to assure funds are spent in accordance with applicable laws and regulations and to assure that accounts and accounting records for funds received under this Agreement are segregated from other Agreements, programs, and/or projects.

**ARTICLE 26. METHOD OF PAYMENT**

The Department shall make payment via electronic funds transfer/check to Grantee. Payment shall only be made after the Department confirms reimbursement materials are complete and accurate, Grantee activities are compliant with all program requirements, and all program expenses are eligible and occurred within the period of performance.

The Department will not make payments during the final two weeks of June.

**ARTICLE 27. GRANTEE REQUESTS FOR REIMBURSEMENT**

This is a reimbursement program. Grantee must adhere to the requirements found in Attachment C (Reimbursement Request) in order for payment to be made.

The Department shall make payment if it determines that expenses provided in a Statement of Work are eligible under §16.297, Wis. Stats. and eligible under the "State Trust Agreement." Reimbursement requests shall be accepted by the Department throughout the Period of Performance. Grantee shall submit reimbursement materials as electronic files to the following email address:

[vwsettlement@wisconsin.gov](mailto:vwsettlement@wisconsin.gov)

Hardcopies of materials, only when requested by the Division, shall be sent to the following address:

Volkswagen Mitigation Program  
Department of Administration  
Division of Enterprise Operations  
101 East Wilson Street, 6<sup>th</sup> Floor  
PO Box 7867  
Madison, WI 53707-7867

All reimbursement requests must be received by the Department during the Performance Period.

**ARTICLE 28. SHARED REVENUE REDUCTION**

Grantee agrees that the receipt of agreement funds under this program will result in a reduction of future shared revenue payments pursuant to §79.035(7), Wis. Stats. Payment reductions shall be calculated by the Department in accordance with §79.035(7), Wis. Stats and processed by the Department of Revenue. Shared revenue reductions shall begin with the shared revenue payment following the first grant reimbursement payment to Grantee and continue for 10 consecutive annual payments by equal amounts. If in any year the reduction exceeds the shared revenue payment under §79.035(7), Wis. Stats the excess amount of the reduction will be applied to the payment under §79.04, Wis. Stats.

Grantee's total shared revenue payment reduction shall be equal to 20 percent of the total amount of agreement funds received under §16.047 (4m), Wis. Stats. The Department shall calculate each shared revenue reduction based on the percentage listed above and each grant reimbursement payment made to Grantee.

The resulting shared revenue reduction(s) shall be processed by the Department of Revenue pursuant to §79.035(7), Wis. Stats.

Grantee may receive reductions in both the July and November shared revenue payments if a reduction exceeds the total shared revenue payment for July. Reductions split between July and November shared revenue payments shall constitute one consecutive annual payment reduction.

## **ADMINISTRATIVE TERMS AND CONDITIONS**

### **ARTICLE 29. SINGLE AUDIT REQUIREMENT**

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Grantees which received state funds during their fiscal year shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

### **ARTICLE 30. EXAMINATION OF RECORDS**

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Inventory records and supporting documentation for allowable equipment and services purchased to carry out the project scope; 2) Documentation of Agreement Services and Materials; and 3) Any other records which support charges to project funds. Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

### **ARTICLE 31. PROJECT ID**

The Agreement shall include a unique Project ID number assigned by the Department for purposes of project administration. Grantee shall refer to the Project ID when requesting reimbursement.

## **SPECIAL TERMS AND CONDITIONS**

### **ARTICLE 32. COMPETITIVE PROCUREMENT PRACTICES**

Grantee shall utilize competitive procurement practices for products and services purchased as a result of this award. Procurement practices shall follow applicable local and state law. Grantee is responsible for providing proof that competitive procurement practices and applicable state and local law were followed. If Grantee elects to purchase products or services from a cooperative purchasing contract where Grantee was not the primary procurement agent, Grantee is responsible for providing proof that competitive procurement practices were followed.

### **ARTICLE 33. REASONABLE COSTS**

Grantee shall make reasonable efforts to control unit costs for products and services procured as a result of this Agreement. For purposes of this Article 33, whether Grantee's efforts to control unit costs are reasonable is subject to review by the Department as part of an Agreed Upon Procedures Audit as set forth in Article 34, and the Department's determination as to the reasonableness of such efforts shall be conclusive.

### **ARTICLE 34. AUDITS**

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

### **ARTICLE 35. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in Grantee's name, unless otherwise specified by an attachment. Disposition of any eligible buses shall be in accordance with the scrappage requirements of the program in Attachment A – Statement of Work. Disposition of any other equipment shall be in accordance with applicable law. The Department reserves the right to restrict disposal, transfer or use of all equipment in order to maintain compliance with the "State Trust Agreement."

### **ARTICLE 36. PATENT INFRINGEMENT**

Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

### **ARTICLE 37. PROGRAM INCOME**

Program Income means gross income received by Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously paid for eligible expenses; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition.

All Program Income shall be recorded and shall be provided to the Department upon request.

### **ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

#### **ARTICLE 39. INFORMATION SHARING REQUIREMENTS**

The Department may periodically request specific information from Grantee to comply with legislative inquiry, state statute, federal law, State Trust Agreement requirements or for other reasons. Grantee agrees to provide the requested information to the Department within 21 calendar days in a form and format determined by the Department. This section is in addition to Grantee's reporting requirements as specified in Attachment E – Reporting Form.

#### **ARTICLE 40. USE OF ASSETS PURCHASED WITH AGREEMENT FUNDS**

Grantee must use assets purchased with agreement funds for public mass transit service for the entire useful life of the asset. The Department adopts the useful life definition and minimum useful life standards for buses and equipment set forth by the Federal Transit Administration (FTA) in FTA Award Management Circular (5010.1E), revised 7-16-2018, except when noted. Grantee must notify the Department when the asset is permanently withdrawn from revenue service or experiences a casualty loss. The Department relinquishes any interest in the asset(s) when the asset(s) reaches its useful life standard or the asset's fair market value falls below 10 percent of its original purchase price.

Grantee shall pay all fuel, taxes, fees, maintenance, administrative and other operating costs associated with the asset(s) purchased with agreement funds. Grantee agrees to maintain the asset(s) in accordance with manufacturer recommendations and keep the asset(s) in a state of good repair. Grantee confirms that financial capacity exists to operate and maintain the asset(s) throughout the useful life of the asset(s).

In the event Grantee receives insurance proceeds resulting from the asset's total loss, Grantee shall use proceeds towards a replacement asset of similar kind or, if Grantee and the Department jointly determine the replacement of the asset to be burdensome or otherwise counter to program objectives, proceeds may be used for other means mutually agreed to by both parties in writing.

Grantee agrees that it will not transfer title, lease, lien, pledge, mortgage, or any other similar action prior to reaching the minimum the useful life standard of the asset(s) without written approval of the Department.

#### **ARTICLE 41. COMPLIANCE MONITORING**

The Department may conduct on-site compliance checks during the Period of Performance to ensure Program objectives are being met and Grantee activities are compliant with State Trust Agreement and Grant Agreement requirements. Grantee agrees to make personnel, documents, sites, assets and other records available for immediate inspection by an authorized representative of the Department.

#### **ARTICLE 42. LOBBYING**

Program funds may not be used to influence federal contracts or financial transactions.

**ARTICLE 43. TRAINING-WORKSHOPS-SEMINARS-EXHIBIT SPACE**

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registration and/or exhibit/booth space, if requested.

**ARTICLE 44. NONDISCRIMINATION IN CONTRACTING**

Pursuant to 2019 Wisconsin Executive Order 1, grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

**ATTACHMENT A  
STATEMENT OF WORK**

**VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM**

**For the Grant Agreement Between the  
State of Wisconsin, Department of Administration, Division of Enterprise Operations  
And  
CITY OF SHEBOYGAN**

**PROJECT ID: VW-BUS-SHEB-01**

**MARCH 22, 2019**

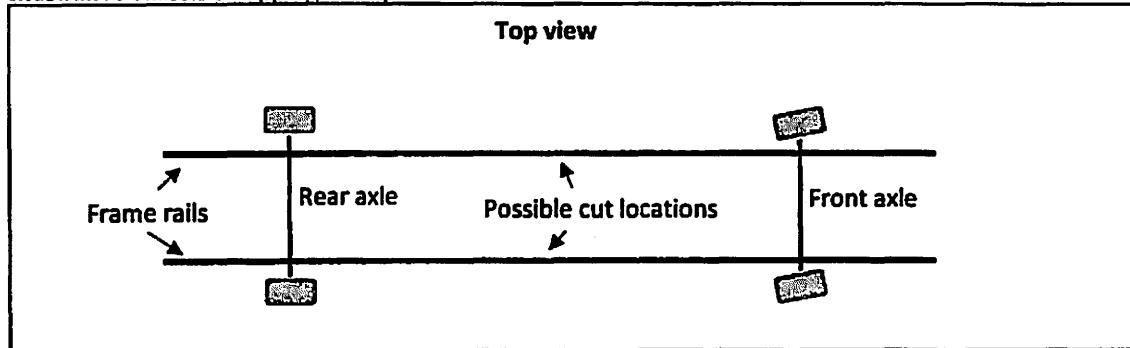
**Summary**

Grantee shall replace eligible buses identified in the Project Budget by purchasing, owning and operating a new bus as identified in the Project Budget. Grantee shall scrap all eligible old buses as identified in the Project Budget.

**Scrap eligible old buses**

Grantee shall replace eligible old buses identified in the Project Budget by scrapping and making them available for recycle, in accordance with the State Trust Agreement and this Grant Agreement. Scrapping shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. Scrapped shall also include the disabling of the chassis by cutting the vehicle's frame rails completely in half in at least two locations on separate sides of the vehicle between the front and rear axles. Scrapping shall be completed within 90 days of accepting delivery of the replacement bus(es). Per Grantee's request, the Department may grant approval for alternative scrapping methods in writing. Such approval must be obtained prior to the scrapping activity.

**Illustrative chassis scrapping example:**



**Purchase eligible new buses**

Grantee shall purchase, own and operate eligible new heavy-duty public transit buses for the purposes of carrying passengers in a public mass transit system operating in the State of Wisconsin.

- 1) New buses must be eligible under the State Trust Agreement and under §16.047(4m), Wis. Stats.

- a) Eligible new buses must be owned by the Grantee and titled in the Grantee's name or Grantee's Governmental Agent (e.g. Transit Authority) or Department.
  - b) All vendors must be selected in accordance with local public contracting law. If no local public contracting law or regulations exist, the Grantee shall utilize state public contracting law and procurement processes. If the Grantee elects to purchase products or services from a cooperative purchasing contract where the Grantee was not the primary procurement agent, the Grantee is responsible for providing proof that competitive procurement practices were followed.
  - c) New buses must have an engine model year the same year as when the replacement occurs or one engine model year prior. For example, if bus replacement occurs in 2020, the engine model year of the new bus must be 2020 or 2019. A bus with an engine model year of 2018 or older would not be eligible for reimbursement under this example.
  - d) Grantee shall provide cost estimate documentation to the Department, and to the satisfaction of the Department, for all purchases over \$25,000. For example, cost estimate documentation may be a vendor's quote, bid price sheet or similar document.
- 2) The Grantee shall submit draft Purchase Order(s) (PO) and itemized equipment lists to the Department for review prior to sending any POs to a vendor. Any expenses ineligible for reimbursement shall be on a separate PO, such as extras, add-ons, special order, or additional equipment. This will help ensure the Department is aware of project activities and has an opportunity to review and prepare for project reimbursement.
- 3) The Department will not work directly with a Grantee's vendor, except at the discretion of the Department, and will not accept reimbursement requests from a vendor.

#### Reporting

Grantee shall submit reports to the Department as specified in Attachment E – Reporting Form.

#### Reimbursement

This is a reimbursement program. Grantee must incur eligible project costs and pay for all project costs before requesting reimbursement. Grantee must complete reimbursement requests as specified in Attachment B – Reimbursement Request. All documents must be completed to the Department's satisfaction and all supporting documentation must be submitted. Reimbursement requests shall be submitted to the Department within 60 calendar days of completing each individual transit bus replacement project and associated scrapping. All reimbursement requests must be received by the Department during the Performance Period.



## ATTACHMENT B: REIMBURSEMENT REQUEST TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

### INSTRUCTIONS

*This Excel workbook is available electronically at <https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx>*

Complete this Excel workbook to request reimbursement of eligible expenses under the Volkswagen Mitigation Transit Capital Assistance Grant Program administered by the Department of Administration (DOA). This program is funded from Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia. Incomplete forms may not be considered. Personal information collected will be used for grant administration and may be provided to requesters to the extent required by Wisconsin's Open Record law.

**Before completing this workbook, carefully review your grant agreement!**

#### **BUS REPLACEMENT REIMBURSEMENT REQUEST**

- This workbook contains seven (7) worksheets. Review and complete all worksheets electronically.
- Entry fields with light blue background color must be completed unless otherwise noted.
- Complete a separate workbook for each replacement bus project.
- Send the final, completed electronic workbook to DOA via email to request reimbursement. Ensure all supporting documentation is included in your reimbursement request email.
- Reimbursement requests shall be submitted to the Department within 60 calendar days of completing each individual transit bus replacement project and associated scrapping. All reimbursement requests must be received by the Department during the Performance Period shown in the Grant Agreement.
- Email all documents to DOA at [vwsettlement@wisconsin.gov](mailto:vwsettlement@wisconsin.gov)

#### **INFRASTRUCTURE REIMBURSEMENT REQUEST**

Contact DOA VW Mitigation Program Administrator for instructions on requesting reimbursement for non-vehicle, infrastructure expenses, if allowed by your Grant Agreement.

Benjamin Vondra

[benjaminh.vondra@wisconsin.gov](mailto:benjaminh.vondra@wisconsin.gov)

608-261-6262



**ATTACHMENT B: REIMBURSEMENT REQUEST  
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM**

**REIMBURSEMENT CHECKLIST**

**GRANTEE:**

**PROJECT ID # (from grant agreement)**

This documentation was completed and submitted by:

Name:

Date:

Title:

Phone:

Email:

*Check off all items included with the reimbursement request. All items are REQUIRED.*

Workbook items:

- Reimbursement Checklist
- Reimbursement Cover Page
- Vehicle Inspection Form
- Procurement Certification & Supporting Documents
- Certificate of Engine and Chassis Destruction
- NOx Air Quality Data

Additional items:

- Reimbursement Request Letter on Grantee Letterhead
- Copy of Purchase Order(s) (for bus purchase and for scrapping services)
- Copy of Vendor Invoice(s) (for bus purchase and for scrapping services)
- Proof of Payment From Grantee to Vendor (e.g. copy of check, accounting sheet)
- Before and After Scrapping Photographs (details on Certificate of Destruction in workbook)
- Copy of MV1 Title/License Plate Application for Replaced Bus (provides proof of ownership)
- Copy of MV1 Title/License Plate Application for New Bus
- Any additional materials if specified in the grant agreement
- Cost documentation for all purchases over \$25,000 (bid price sheet, vendor quote, etc.)



ATTACHMENT B: REIMBURSEMENT REQUEST  
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

COVER PAGE

*Statement: The Grantee formally requests reimbursement for eligible expenses outlined in the attached documentation and in accordance with the Agreement.*

GRANTEE:  Enter Grantee Name (as it appears on grant agreement)

TOTAL REIMBURSEMENT REQUEST (\$):  \$ -

REIMBURSEMENT REQUEST #:  (sequential)

Grantee Address

Street 1:

City:

Street 2:

Zip:

Scrapped Bus

Vehicle Make:

Vehicle Model Year:

Vehicle Model:

VIN:

Engine Make:

Engine Model Year:

Engine Model:

Engine Serial No:

Engine Family No:

Fleet ID #:

Scraping Cost: \$  -

Scraping Date:

Scraping Income: \$  -

Maximum Eligible Scrapping Reimbursement (calculated): \$  -

New Bus

Vehicle Make:

Vehicle Model Year:

Vehicle Model:

VIN:

Engine Make:

Engine Model Year:

Engine Model:

Engine Serial No:

Engine Family No:

Fleet ID #:

New Bus Expenses

Delivery Date:

Eligible for

Date Placed in Service:

Reimbursement: \$  -



ATTACHMENT B: REIMBURSEMENT REQUEST  
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

NEW VEHICLE INSPECTION FORM

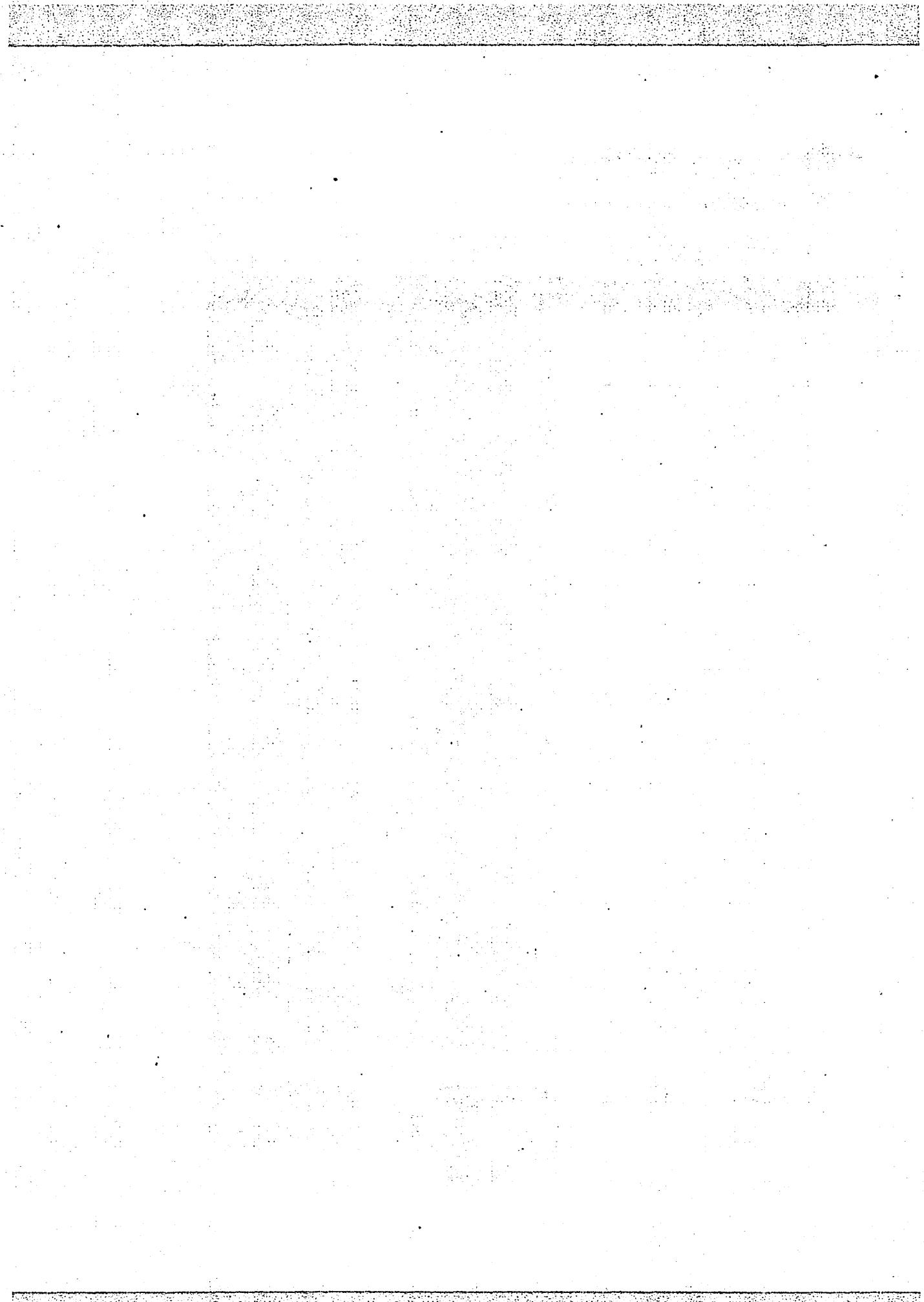
Grantee:

TOPIC	REQUIREMENT	PASS / FAIL	NOTES
FMVSS Sticker	Affixed to vehicle		
Interior Finish	Clean and adheres to contract specs		
Exterior Finish	Clean and adheres to contract specs		
Interior Lighting	Operable and adheres to contract specs		
Exterior Lighting	Operable and adheres to contract specs		
Accessible Lift / Ramp	Operable and adheres to contract specs		
Chassis / Frame	Inspect for leaks, damage, etc.		
Electrical	Inspect electrical system where applicable, including battery(ies)		
HVAC	Run heater, AC, fan and inspect compressor / condenser		
Engine	Inspect for leaks, loose components and noises. Operates as expected, gauges read normal		
Brakes / Parking brake	Tested and operates as expected		
Speed	Vehicle tested at varying speeds and on a roadway with posted speed limit at least 50mph		
Wipers / Windows / Seats	Tested and operates as expected		
Safety	Vehicle equipped with first aid kit, fire extinguisher and orange triangles		
Other	Report other tests or issues		

Mechanic / Authorized Representative Signature:   
(typed electronic signatures acceptable)

Print:

Date:





ATTACHMENT B: REIMBURSEMENT REQUEST  
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

**PROCUREMENT & CONTRACTING CERTIFICATION**

Grantee: Enter Grantee Name (as it appears on grant agreement)

Certification Statements (*check all, sign and date*):

- I certify that the purchase of the products and/or services presented for reimbursement were procured and contracted in a manner compliant with state and local procurement and contracting law.*
- I understand that if all or part of the products and/or service expenses presented for reimbursement were not procured or contracted in a manner compliant with state and local procurement and contracting law, those products and/or services are ineligible for reimbursement from DOA and the VW Environmental Mitigation Trust Fund.*
- I certify that supporting documentation showing compliance with state and local procurement and contracting law is included with this reimbursement request.*

This certification MUST be accompanied by supporting documentation showing state and local procurement and contracting laws have been followed. Examples of supporting documentation may include:

- copy of contract with vendor showing quoted prices
- screenshot of online procurement materials
- narrative of procurement process followed, including timeline
- procurement documents, showing products and services
- emails or other communications of procurement processes

*Signature of Authorized Representative:*

Signature: Type Signature Here  
(typed electronic signatures acceptable)

Date:

Print:



ATTACHMENT B: REIMBURSEMENT REQUEST  
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

**CERTIFICATE OF ENGINE & CHASSIS DESTRUCTION**

This form must be completed for each scrapped bus. Carefully review your grant agreement and statement of work for detailed scrapping requirements. Improperly scrapped vehicles will result in the Department withholding reimbursement of eligible new vehicle costs. Contact the VW Program Administrator with questions.

Grantee: Enter Grantee Name (as it appears on grant agreement)

Scrappling Company (if not scrapped in-house)

Company Name:   
Scrappling Company Representative:   
Phone:   
Street 1:  City:   
Street 2:  Zip:

Scrapped Vehicle Information

Scrappling Date:  Vehicle Model Year:   
Vehicle Make:  VIN:   
Vehicle Model:  Engine Model Year:   
Engine Make:  Engine Serial No:   
Engine Model:

Submit the following photographs to the Department.

- Photos must be submitted via email as .jpeg images to [vwsettlement@wisconsin.gov](mailto:vwsettlement@wisconsin.gov).
- Filenames of photos must clearly describe what is in the photo.
- Submit the following photographs:
  - side-profile of vehicle
  - VIN label, etching or stamp
  - Engine label(s) showing manufacturer name and engine serial number
  - Chassis rails cut in half
  - Engine block, prior to hole, with measurement markings
  - Engine block, after hole, with measurement
  - Others, as requested by the Department

**Grantee Certification Statement**

I certify that within 90 days of receiving delivery of the replacement vehicle, the replaced vehicle was rendered inoperable and available for recycle. The engine has been disabled by causing a 3-inch hole to be cut in the engine block. In addition, the chassis of the vehicle was disabled by cutting the vehicle's frame rails completely in half in not less than two places between the front and rear axles. Before and after photographs have been included with the request for reimbursement.

Grantee Authorized  
Signature:

*Type Signature Here*

(typed electronic signatures acceptable)

Name:

Date:



**ATTACHMENT B: REIMBURSEMENT REQUEST  
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM**

**NOx DATA (for EPA DEQ Final Calculations)**

**SCRAPPED BUS**

Engine Model Year:	0
Fuel Type:	
Annual Fuel Gallons:	0 <input type="checkbox"/> <i>Check if estimated</i>
Annual Miles Traveled:	0 <input type="checkbox"/> <i>Check if estimated</i>
Avg. Daily Idling Hours:	0.0 <input type="checkbox"/> <i>Check if estimated</i>
Avg. Days Used Per Year:	0 <input type="checkbox"/> <i>Check if estimated</i>
Avg. Idling Hours Per Year:	0 <i>calculated</i>
Scrapping Year:	
Estimated Life Remaining (years):	0

**NEW BUS**

Fuel Type:	
New Engine Model Year:	0
Annual Diesel Gallons Reduced*:	0 <input type="checkbox"/> <i>Check if estimated</i>

*\*If the new bus will have the same MPG rating and be used in a similar way to the old bus, enter "0".*

**ATTACHMENT C  
ELIGIBLE AND INELIGIBLE ACTIVITIES**

**VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM**

**For the Grant Agreement Between the  
State of Wisconsin, Department of Administration, Division of Enterprise Operations  
And  
CITY OF SHEBOYGAN**

**PROJECT ID: VW-BUS-SHEB-01**

**MARCH 22, 2019**

The Department maintains responsibility for the interpretation of terms, conditions and costs listed. The Department reserves the right to alter the list of eligible and ineligible activities at any time to maintain consistency with the Beneficiary State Trust, Trustee guidance, State Statute and the Department's interpretation of program rules. The list of ineligible activities is provided as a courtesy to Grantee and is not exhaustive.

Scraping Activities		Eligible	Ineligible
1.	Activities directly related to the scrapping expense of a contractor.	X	
2.	Activities directly related to the labor and material expenses of conducting scrapping in-house.	X	
3.	Towing of a vehicle to a scrapping contractor.		X
4.	Grantee expenses related to preparing a vehicle for scrapping (i.e. draining fluids).		X
5.	Any expenses to disable, remove or transfer equipment except activities explicitly called for by the Agreement's scrapping requirement.		X
6.	Vehicle storage fees.		X
7.	Bad debts, late payment fees, finance charges or contingency funds, interest, and investment management fees. Liens or other interests on any replaced bus.		X

New Vehicle Activities		Eligible	Ineligible
1.	Base chassis, drivetrain, and body components (i.e. engine, frame, body, windows, tires, etc.).	X	
2.	Basic fit and finish only when installed by the vendor and incorporated into the vehicle prior to vehicle delivery to Grantee. (i.e. seating, flooring, ADA securement, lighting, etc.).	X	

3.	Trim, customary interior and exterior product packages, certain drivetrain options, accessibility features, life-safety equipment required by law and similar equipment customarily ordered by the Grantee or in order to maintain consistency with the Grantee's existing fleet or as an improvement to the Grantee's existing fleet as documented in planning materials (i.e. LED lighting, window upgrades, driver seating upgrades, heating and cooling equipment) and only when installed by the vendor and incorporated into the vehicle prior to vehicle delivery to Grantee.	X	
4.	Customary manufacturer vehicle delivery charges.	X	
5.	Purchase or installation of new farebox or fare collection equipment only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
6.	Decals, vehicle wraps, signage, bike racks or other similar exterior accessories customarily ordered by the Grantee or in order to maintain consistency with the Grantee's existing fleet or as an improvement to the Grantee's existing fleet as documented in planning materials, only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
7.	Communication equipment (i.e. two-way radio) only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
8.	Title, license and other vehicle registration fees.		X
9.	Training, training materials, workshops and travel of Grantee staff or contractors that is beyond what is included in the base vehicle cost.		X
10.	Operating expenses (i.e. data service plans, maintenance packages, operating software, fuel, insurance, wages, fringe, etc.).		X
11.	Grantee administrative expenses associated with the ordering, procurement, delivery, registration or other start-up costs of the vehicle.		X
12.	Extensive technology upgrades (hardware or software), as determined by the Department, that are above the base option available from the manufacturer, unless explicitly authorized by the Department in writing prior to issuance of a purchase order.		X
13.	Attorney fees. Engineering/consultant fees. Taxes, except sales tax on eligible equipment and expenses.		X
14.	Extensive or uncustomary upfit, upgrades or extras, as determined by the Department.		X
15.	Transfer or installation of equipment from any vehicle into a new vehicle.		X
16.	Maintenance tools, repair equipment, spare parts or similar items.		X

**ATTACHMENT D  
BUDGET**

**VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM**

**For the Grant Agreement Between the  
State of Wisconsin, Department of Administration, Division of Enterprise Operations  
And  
CITY OF SHEBOYGAN**

**PROJECT ID: VW-BUS-SHEB-01**

**MARCH 22, 2019**

**1) 100% of eligible expenses to scrap the following bus(es) and engine(s).**

VIN	Vehicle Make	Vehicle Model	Engine Model Year	Engine Serial Number	Fleet ID #	Scraping Allowance
15GGE291651091035	Gillig	30'	2005	46535813	502	\$1,500.00

**2) 100% of eligible expenses to purchase the following new bus(es).**

Anticipated PO Date (MM/YY)	Vehicle Make	Vehicle Model	Engine Model Year	Engine Type	Reimbursement not to exceed
	Gillig	35'	Calendar year in which replacement occurs or one model year prior	Clean Diesel	\$450,000.00

**ATTACHMENT E  
REPORTING FORM**

**VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM**

**For the Grant Agreement Between the  
State of Wisconsin, Department of Administration, Division of Enterprise Operations  
And  
CITY OF SHEBOYGAN**

**PROJECT ID: VW-BUS-SHEB-01**

**MARCH 22, 2019**

The Department must meet Trustee reporting requirements, including semi-annual reports describing the progress in implementing each project. The Department must collect information from the Grantee in order to create these reports. The Department must also collect information to track project implementation in accordance with program terms and conditions.

Grantee shall report twice annually on program activities. Grantee shall report on the period beginning when the Grant Agreement is fully executed and terminating when the recipient has received final payment for all projects as shown in Attachment D – Budget. Failure to submit complete and accurate reports prior to the reporting deadline may constitute cause for suspension of payments or agreement termination.

**Submission due dates:**

Reporting Period	Due Date
January 1 through June 30	July 15
July 1 through December 31	January 15

**INSTRUCTIONS**

- 1) Complete all fields.
- 2) Sign and date
- 3) Save form, keep a copy for your records
- 4) Submit the completed, electronic copy of this form to [vwsettlement@wisconsin.gov](mailto:vwsettlement@wisconsin.gov)

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENTERPRISE OPERATIONS  
VW MITIGATION PROGRAM  
03/2019



101 EAST WILSON STREET, 6TH FLOOR  
PO BOX 7867  
MADISON, WI 53707-7867

<https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx>

Submit form to [vwsettlement@wisconsin.gov](mailto:vwsettlement@wisconsin.gov)

## VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM Semi-annual Report

### Section 1 REQUIRED

Grantee			
Date		Project ID No. (from grant agreement)	
Contact Person (name, title, phone, email)			
Reporting Period (check one)	<input type="checkbox"/> January through June <input type="checkbox"/> July through December		

### Section 2 REQUIRED. TOTAL FOR ALL VEHICLE REPLACEMENT PROJECTS

Total Eligible Project Costs Incurred During Reporting Period*	\$	Total Eligible Project Costs Paid During Reporting Period	\$
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Detailed Description of Project Activities During Reporting Period. Include Dates.

Detailed Description of Planned Project Activities for Upcoming Reporting Period (6 months).

\*incurred costs include any expenses Grantee has assumed liability for and intends to seek reimbursement from the VW Mitigation Program.

Authorized Representative Signature (typed signature acceptable)	
Print Name	
Title	
Date	

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.  
**See Specific Instructions on page 3.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
<small>Exempt payee code (if any) _____</small> <small>Exemption from FATCA reporting code (if any) _____</small> <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number							
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
<b>or</b>							
Employer identification number							
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    **Signature of U.S. person** ►

Date ►

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.*

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(l)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and Its Instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(l), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

**A**—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

**B**—The United States or any of its agencies or instrumentalities

**C**—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

**D**—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

**E**—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

**F**—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

**G**—A real estate investment trust

**H**—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

**I**—A common trust fund as defined in section 584(a)

**J**—A bank as defined in section 581

**K**—A broker

**L**—A trust exempt from tax under section 664 or described in section 4947(e)(1)

**M**—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

#### To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**GRANT AGREEMENT  
BETWEEN THE**

**STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION**

**DIVISION OF ENTERPRISE OPERATIONS  
VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM**

**AND**

**CITY OF SHEBOYGAN**

**THIS AGREEMENT** is made and entered into by and between the Division of Enterprise Operations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and City of Sheboygan ("Grantee").

**WHEREAS**, §16.047(4m), Wis. Stats., provides that the Department shall establish a program to competitively award grants of Volkswagen ("VW") settlement funds from the appropriation under §20.855(4)(h), Wis. Stats. to eligible applicants for the replacement of eligible public transit vehicles; and

**WHEREAS**, on behalf of the State, the Department administers the Volkswagen Mitigation Transit Capital Assistance Grant Program ("Program") through the Division to provide funds for eligible activities; and

**WHEREAS**, City of Sheboygan is an eligible applicant under §16.047(4m), Wis. Stats.; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved an initial award to Grantee in an amount not to exceed \$451,500.00 for eligible activities herein described; and

**WHEREAS**, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Agreement; and

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between Grantee and the State and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) Attachment A – Statement(s) of Work (most recent version)
- 2) Attachment B – Reimbursement Request
- 3) Attachment C – Eligible and Ineligible Activities
- 4) Attachment D – Budget
- 5) Attachment E – Reporting Form

The following documents are made part of this Agreement by reference:

- 1) Completed Grant Application (including Appendix A)
- 2) Volkswagen Diesel Emissions Environmental Mitigation Trust Agreement for State Beneficiaries, Puerto Rico, and the District of Columbia (the "State Trust Agreement")
- 3) Grant Announcement - VW Mitigation Program Transit Capital Assistance Grant Program

CITY OF SHEBOYGAN

BY:



Name

TITLE:

MAYOR

DATE:

6-10-19

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

BY:



Joel T. Brennan

TITLE:

Secretary

DATE:

6/12/19

## GENERAL TERMS AND CONDITIONS

### ARTICLE 1. AGREEMENT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be Benjamin Vondra, VW Mitigation Program Administrator, Division of Enterprise Operations and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

Grantee's employee responsible for the administration of this Agreement shall be Derek Muench, who shall represent Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

### ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, Grantee pledges to abide by and comply with the following requirements:

1. Agreement funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under §19.41, Wis. Stats. *et seq* and §19.59, Wis. Stats. *et seq*.

### ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

### ARTICLE 4. STATEMENT OF WORK

1. Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on any Statement of Work approved by the Division. Changes to any Statement of Work may be made only by written agreement of both the Division and Grantee.
2. Grantee shall complete all work tasks that it commits to in any approved Statement of Work. Failure to meet this requirement may result in termination of this contract under ARTICLE 11 of this contract.

3. All Statements of Work shall constitute a written amendment to this Agreement setting forth the nature and scope thereof. The State reserves the right to determine whether the scope or expenses provided in a Statement of Work are eligible under §16.047(4m), Wis. Stats. and the State Trust Agreement. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.
4. The Department maintains responsibility for the interpretation of terms, conditions and costs listed in the Statement of Work.
5. In the event of conflict between the provisions of the Terms and Conditions and the Statement of Work and Budget, the provisions of the Statement of Work and Budget shall prevail.

#### **ARTICLE 5. PERIOD OF PERFORMANCE**

Grantee may only incur eligible project expenses during the time period between **the date of Agreement execution by the Department and June 30, 2025** (the “Performance Period”). All reimbursement requests must be received by the Department during the Performance Period.

#### **ARTICLE 6. STANDARDS OF PERFORMANCE**

Grantee shall perform activities as set forth in any approved Statement of Work and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

#### **ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT**

Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Division. The Division reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State or Division bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

#### **ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official (as defined in §19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, Wisconsin 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

#### **ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT**

Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in §51.01(5), Wis. Stats., sexual orientation as defined in §111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities. Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

#### **ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES**

Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

#### **ARTICLE 11. TERMINATION AT WILL**

The Division may terminate this Agreement at any time with or without cause by delivering written notice to Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

#### **ARTICLE 12. TERMINATION FOR NONAPPROPRIATION**

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature.

#### **ARTICLE 13. FAILURE TO PERFORM**

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

#### **ARTICLE 14. PUBLICATIONS**

Grantee may, but is not required to, acknowledge the financial assistance provided by the Department in any report, study, video, website or other document resulting from this contract.

#### **ARTICLE 15. AMENDMENT**

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

#### **ARTICLE 16. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

**ARTICLE 17. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 18. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 19. CHOICE OF LAW AND VENUE**

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

## FISCAL TERMS AND CONDITIONS

### ARTICLE 20. SOURCE AND AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature for the eligible expenses covered under this Agreement. Funds awarded under this Agreement have been encumbered and are subject to the continued availability of funding from the State of Wisconsin. Funds are also subject to continued availability from the Volkswagen Diesel Emissions Environmental Mitigation Trust.

### ARTICLE 21. VARIANCES

Certain variances to the budget outlined in the Statement of Work may be permissible. The changes shall be agreed to by both parties and approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

### ARTICLE 22. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited, and which are directly attributable to grant activities and identified and approved in any Statement of Work, Budget and/or Eligible and Ineligible Activity List.

1. Eligible Costs subject to reimbursement by this Grant may not be incurred prior to the execution of this Agreement by the State.
2. Costs only as identified in the Budget and described in the Statement of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

### ARTICLE 23. REIMBURSEMENT OF FUNDS

Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to Grantee in excess of the allowable eligible costs under this Agreement. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

### ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. Grantee shall not apply funds authorized pursuant to other agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program Income.

### ARTICLE 25. FINANCIAL MANAGEMENT

Grantee agrees to maintain a financial management system to assure funds are spent in accordance with applicable laws and regulations and to assure that accounts and accounting records for funds received under this Agreement are segregated from other Agreements, programs, and/or projects.

## **ARTICLE 26. METHOD OF PAYMENT**

The Department shall make payment via electronic funds transfer/check to Grantee. Payment shall only be made after the Department confirms reimbursement materials are complete and accurate, Grantee activities are compliant with all program requirements, and all program expenses are eligible and occurred within the period of performance.

The Department will not make payments during the final two weeks of June.

## **ARTICLE 27. GRANTEE REQUESTS FOR REIMBURSEMENT**

This is a reimbursement program. Grantee must adhere to the requirements found in Attachment C (Reimbursement Request) in order for payment to be made.

The Department shall make payment if it determines that expenses provided in a Statement of Work are eligible under §16.297, Wis. Stats. and eligible under the “State Trust Agreement.” Reimbursement requests shall be accepted by the Department throughout the Period of Performance. Grantee shall submit reimbursement materials as electronic files to the following email address:

[vwsettlement@wisconsin.gov](mailto:vwsettlement@wisconsin.gov)

Hardcopies of materials, only when requested by the Division, shall be sent to the following address:

Volkswagen Mitigation Program  
Department of Administration  
Division of Enterprise Operations  
101 East Wilson Street, 6<sup>th</sup> Floor  
PO Box 7867  
Madison, WI 53707-7867

All reimbursement requests must be received by the Department during the Performance Period.

## **ARTICLE 28. SHARED REVENUE REDUCTION**

Grantee agrees that the receipt of agreement funds under this program will result in a reduction of future shared revenue payments pursuant to §79.035(7), Wis. Stats. Payment reductions shall be calculated by the Department in accordance with §79.035(7), Wis. Stats and processed by the Department of Revenue. Shared revenue reductions shall begin with the shared revenue payment following the first grant reimbursement payment to Grantee and continue for 10 consecutive annual payments by equal amounts. If in any year the reduction exceeds the shared revenue payment under §79.035(7), Wis. Stats the excess amount of the reduction will be applied to the payment under §79.04, Wis. Stats.

Grantee’s total shared revenue payment reduction shall be equal to 20 percent of the total amount of agreement funds received under §16.047 (4m), Wis. Stats. The Department shall calculate each shared revenue reduction based on the percentage listed above and each grant reimbursement payment made to Grantee.

The resulting shared revenue reduction(s) shall be processed by the Department of Revenue pursuant to §79.035(7), Wis. Stats.

Grantee may receive reductions in both the July and November shared revenue payments if a reduction exceeds the total shared revenue payment for July. Reductions split between July and November shared revenue payments shall constitute one consecutive annual payment reduction.

## ADMINISTRATIVE TERMS AND CONDITIONS

### **ARTICLE 29. SINGLE AUDIT REQUIREMENT**

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Grantees which received state funds during their fiscal year shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

### **ARTICLE 30. EXAMINATION OF RECORDS**

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Inventory records and supporting documentation for allowable equipment and services purchased to carry out the project scope; 2) Documentation of Agreement Services and Materials; and 3) Any other records which support charges to project funds. Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

### **ARTICLE 31. PROJECT ID**

The Agreement shall include a unique Project ID number assigned by the Department for purposes of project administration. Grantee shall refer to the Project ID when requesting reimbursement.

## **SPECIAL TERMS AND CONDITIONS**

### **ARTICLE 32. COMPETITIVE PROCUREMENT PRACTICES**

Grantee shall utilize competitive procurement practices for products and services purchased as a result of this award. Procurement practices shall follow applicable local and state law. Grantee is responsible for providing proof that competitive procurement practices and applicable state and local law were followed. If Grantee elects to purchase products or services from a cooperative purchasing contract where Grantee was not the primary procurement agent, Grantee is responsible for providing proof that competitive procurement practices were followed.

### **ARTICLE 33. REASONABLE COSTS**

Grantee shall make reasonable efforts to control unit costs for products and services procured as a result of this Agreement. For purposes of this Article 33, whether Grantee's efforts to control unit costs are reasonable is subject to review by the Department as part of an Agreed Upon Procedures Audit as set forth in Article 34, and the Department's determination as to the reasonableness of such efforts shall be conclusive.

### **ARTICLE 34. AUDITS**

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

### **ARTICLE 35. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in Grantee's name, unless otherwise specified by an attachment. Disposition of any eligible buses shall be in accordance with the scrappage requirements of the program in Attachment A – Statement of Work. Disposition of any other equipment shall be in accordance with applicable law. The Department reserves the right to restrict disposal, transfer or use of all equipment in order to maintain compliance with the "State Trust Agreement."

### **ARTICLE 36. PATENT INFRINGEMENT**

Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

### **ARTICLE 37. PROGRAM INCOME**

Program Income means gross income received by Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously paid for eligible expenses; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition.

All Program Income shall be recorded and shall be provided to the Department upon request.

### **ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

#### **ARTICLE 39. INFORMATION SHARING REQUIREMENTS**

The Department may periodically request specific information from Grantee to comply with legislative inquiry, state statute, federal law, State Trust Agreement requirements or for other reasons. Grantee agrees to provide the requested information to the Department within 21 calendar days in a form and format determined by the Department. This section is in addition to Grantee's reporting requirements as specified in Attachment E – Reporting Form.

#### **ARTICLE 40. USE OF ASSETS PURCHASED WITH AGREEMENT FUNDS**

Grantee must use assets purchased with agreement funds for public mass transit service for the entire useful life of the asset. The Department adopts the useful life definition and minimum useful life standards for buses and equipment set forth by the Federal Transit Administration (FTA) in FTA Award Management Circular (5010.1E), revised 7-16-2018, except when noted. Grantee must notify the Department when the asset is permanently withdrawn from revenue service or experiences a casualty loss. The Department relinquishes any interest in the asset(s) when the asset(s) reaches its useful life standard or the asset's fair market value falls below 10 percent of its original purchase price.

Grantee shall pay all fuel, taxes, fees, maintenance, administrative and other operating costs associated with the asset(s) purchased with agreement funds. Grantee agrees to maintain the asset(s) in accordance with manufacturer recommendations and keep the asset(s) in a state of good repair. Grantee confirms that financial capacity exists to operate and maintain the asset(s) throughout the useful life of the asset(s).

In the event Grantee receives insurance proceeds resulting from the asset's total loss, Grantee shall use proceeds towards a replacement asset of similar kind or, if Grantee and the Department jointly determine the replacement of the asset to be burdensome or otherwise counter to program objectives, proceeds may be used for other means mutually agreed to by both parties in writing.

Grantee agrees that it will not transfer title, lease, lien, pledge, mortgage, or any other similar action prior to reaching the minimum the useful life standard of the asset(s) without written approval of the Department.

#### **ARTICLE 41. COMPLIANCE MONITORING**

The Department may conduct on-site compliance checks during the Period of Performance to ensure Program objectives are being met and Grantee activities are compliant with State Trust Agreement and Grant Agreement requirements. Grantee agrees to make personnel, documents, sites, assets and other records available for immediate inspection by an authorized representative of the Department.

#### **ARTICLE 42. LOBBYING**

Program funds may not be used to influence federal contracts or financial transactions.

**ARTICLE 43. TRAINING-WORKSHOPS-SEMINARS-EXHIBIT SPACE**

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registration and/or exhibit/booth space, if requested.

**ARTICLE 44. NONDISCRIMINATION IN CONTRACTING**

Pursuant to 2019 Wisconsin Executive Order 1, grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

11

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred R. O. No. 244-18-19 by City Clerk submitting a communication from Jennifer Lehrke regarding redevelopment of the Sheboygan Armory Property; recommends to receive and file the document.

Consent

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Committee

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## Committee

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

Approved 20 . , Mayor

II

3,1

R. O. No. 244 - 18 - 19. By CITY CLERK. April 15, 2019.

Submitting a communication from Jennifer Lehrke regarding redevelopment of the Sheboygan Armory Property.

Finance  
Personnel  
2019-2020  
receive w/file

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CITY CLERK



ATTORNEYS AT LAW

Niles Berman  
Jeffrey L. Landsman  
Thomas J. Zaremba  
Stuart G. Mondschein  
William Pray O'Connor  
Rhea A. Myers  
Mary Beth Peranteau  
Jessica J. Shrestha

Justin W. Chasco  
Andrew J. Parrish  
Denis R. Vogel  
David A. Bolles  
Kari J. Fasulo  
Barbra A. Kiug  
OF COUNSEL  
Norman C. Anderson  
Janet L. Kelly

1  
April 8, 2019

**VIA ELECTRONIC MAIL TO: [jlehrke@legacy-architecture.com](mailto:jlehrke@legacy-architecture.com)**

Ms. Jennifer L. Lehrke, President  
Armory Community Project, Inc.  
605 Erie Avenue, Suite 101  
Sheboygan, WI 53081

RE: Redevelopment of the Sheboygan Armory Property

Dear Jennifer:

You have asked for an opinion concerning the redevelopment of the historic Sheboygan Armory property and its potential conflict with the rights of the public in navigable waters and lakebed under the public trust doctrine, Article IX, sec. 1 of the Wisconsin Constitution. The information in this letter is based on my background in water law generally and specifically my experience in public trust matters, primarily those involving the Milwaukee Transit Center and the attempted private development of the Sturgeon Bay west waterfront.

The public trust doctrine establishes that the rights of the public extend not only to navigable waters, but to all submerged lakebed at the time of Statehood. *See Pewaukee v. Savoy*, 103 Wis. 271, 274, 79 N.W. 436 (1899) ("It is the settled law that submerged lands of lakes within the boundaries of the state belong to the state in trust for public use. . . . Upon the admission of the state into the Union the title to such lands, by operation of law, vested in it in trust to preserve to the people of the state forever the common rights of fishing and navigation and such other rights as are incident to public waters at common law.")

Based on my review of historic maps and other evidence, it appears highly likely that the Armory property is artificially filled lakebed that was covered by the waters of Lake Michigan at the time of Statehood. Indeed, the available maps—which are numerous—are notable in that they uniformly depict the present site of the Armory as located on former lakebed. It is also significant that the property is not located within a platted lot and block, but rather is legally described by its surrounding streets. For example, it is bounded on the east by Broughton Drive, which did not exist prior to the late 1930s. Both the maps and the legal description are indicative of a filled site.

To the extent the Armory property is filled lakebed, it cannot be sold for private commercial development. Moreover, the public trust doctrine grants broad standing to any citizen of Wisconsin to enforce the rights of the public.

I understand that the City desires to demolish the Armory property and may be considering redevelopment by private commercial interests. However, the City, as a governmental entity, has a duty to ensure that future uses of the property conform to the constitutionally imposed limits of the public trust doctrine. As former DNR Secretary George Meyer advised the Milwaukee County Executive in 1996:

"[D]evelopments on our lakes and rivers must be substantially related to navigation and its incidents. . . . This means that such development must be connected to commercial navigation or to the public recreation associated with the use or enjoyment of the waterway. Even the most "liberal" interpretations of the Constitution have required this linkage to be made. . . ."

While recognizing "the extremely high potential financial return from commercial development on prime sites such as the lakefront," and "the fiscal stress experienced by government agencies," the Secretary nevertheless cautioned:

We continue to object to the development of "destination" restaurants, bars, or similar commercial facilities on lakebed or riverbeds around Wisconsin. These types of developments are clearly not consistent with the provisions of our constitution.

Even if its title is not directly challenged in court, it will likely be impossible for the City of Sheboygan to obtain a title commitment that insures over the rights of the public. Standard policy language will invariably except "*title to any filled land*"; "*any part of the insured land falling within the bed of navigable water or unlawfully reclaimed from navigable water*"; and/or "*title to that portion of the insured land lying below the high-water mark*". These standard exceptions mean that the City cannot insure title to a prospective buyer. In Sturgeon Bay, this circumstance has delayed redevelopment of an underused parcel on the west waterfront for over four years. Recently, the City paid \$360,000 to settle a misrepresentation claim brought by the developer on the basis that the City knew and failed to disclose that it was unable to convey clear title to filled lands slated for redevelopment.

***An Ordinary High Water Mark ("OHWM") Determination  
Is Necessary to Provide Clear Title to the Armory Property***

Wisconsin common law establishes that the boundaries of navigable waters and their beds are determined based on the location of the ordinary high water mark ("OHWM") at the time of Statehood. *See Illinois Steel Co. v. Bilot*, 109 Wis. 418, 425, 4 N.W. 855 (1901) ("title to the beds of all lakes and ponds, and of rivers navigable in fact as well, up to the line of ordinary high-water mark, within the boundaries of the state, became vested in it at the instant of its admission into the Union, in trust to hold the same so as to preserve to the people forever..."). The OHWM is defined as "the point on the bank or shore up to which the presence and action of the water is so continuous as to leave a distinct mark either by erosion, destruction of terrestrial vegetation, or other easily recognized characteristic." *Diana Shooting Club v. Husting*, 156 Wls. 261, 145 N.W. 816 (1914). Where the physical and biological markers of the historic OHWM have been obliterated by filling, the task is to reconstruct its location as of 1848, when the State took title to the beds of all navigable waters. Maps, surveys, historic articles and physical evidence such as soil borings are all useful to reconstruct the OHWM. In the Sturgeon Bay public trust litigation, the trial court reviewed these categories of evidence and enjoined the sale of the entire west waterfront parcel on the basis that the evidence showed the subject property was located mostly or completely below the historic OHWM.

The public trust doctrine applies with equal force to filled lakebeds even if, as a result of the fill, the area is no longer a navigable waterway. *See State v. Trudeau*, 139 Wis. 2d 91 (1987) ("an area need not be navigable to be lakebed. If the land is part of the navigable lake, then the fact that the specific area cannot be navigated is irrelevant to the State's claim.") The establishment of a bulkhead line does not change the location of the OHWM. Wis. Stat. § 30.11, Stats. authorizes riparian owners to place solid structures or fill up to a designated bulkhead line. However, "the establishment of a bulkhead line under sec. 30.11 does not grant full title to the bed landward of the line, but only grants a limited right of use of the bed for the placing of fill up to the bulkhead line. 63 Op. Atty Gen. Wis. 445.

***Readily Available Evidence Shows That the Armory  
Property is Filled Lakebed Subject to the Public Trust Doctrine***

I have examined several scaled overlays of the Armory property on early maps and surveys, including the original Sibley U.S. government land survey (1835), the Lapham survey of the mouth of the Sheboygan River (1836), the original plat of the Town of Sheboygan (1847), and Sanborn fire insurance maps dating from 1887, 1891, and 1903. The early surveys show the location of the Armory was submerged lakebed east of the mouth of the Sheboygan River. Prior to filling, Pennsylvania Avenue and Center Avenue which flank the Armory did not extend much further east than 7<sup>th</sup> Street.

Historic maps and other physical evidence evidence that the Armory property is located below the historic OHWM of Lake Michigan. Significantly, David H. Jacob, the surveyor commissioned by the City to map the location of the original U.S. government meander line, prepared a map that is entirely consistent with the available plats, surveys and Sanborn maps which uniformly show the Armory site to be former lakebed. The location of the meander line is important evidence of the location of the shoreline prior to Statehood. Mr. Jacob's survey map shows the meander of the lake, and depicts most of that property as lying waterward of the meander. While the meander line is not synonymous with the location of the shoreline, its location has been determined to be relevant to establishing the ordinary high water mark of historically filled sites, where biological markers have long since been obliterated.

***Government Records in the National Archive Evidence That  
the Shoreline in the Vicinity of the Armory Site Was Being Lost to Erosion  
and Was Riprapped and Artificially Filled***

In determining the OHWM of former lakebed, a question often arises whether the dry land formerly underwater was created by the process of natural accretion or by artificial fill. Accretion, the formation of land on the shoreline by the deposit of sediments through wind and wave action, is deemed to add to the riparian owner's title. *Doemel v. Jantz*, 180 Wis. 225, 231, 193 N.W. 393 (1923). Conversely, the creation of land by filling lakebed does not add to the riparian landowner's title. *See Menomonee River Lumber Co. v. Seidl*, 149 Wis. 316, 320-321, 135 N.W. 854 (1912) ("One cannot by building up land or erecting structures in a lake, the title to the bed of which is in the state, thereby extend his possession into the lake and acquire the state's title.")

With respect to the Armory site, we have a unique set of government records which establishes the character of the land underneath the Armory as fill. In particular, a 1933 City of Sheboygan resolution of the common council acknowledged that the City "has for a number of years made large deposits of earth and other miscellaneous material on the shore of Lake Michigan immediately north of the Coast Guard Station, and from thence in an irregular line to the North Pier" – an area that includes the Armory property at the site of the original Sheboygan river mouth. The purpose of the 1933 resolution was to seek approval from the federal government to continue the filling. The same year, the United States War Department issued a permit to the City to construct a 700 ft. rubble mound for shore protection and to fill behind it in the harbor along the shore of Lake Michigan, "between the mouth of the [re-routed] Sheboygan River and the United States north breakwater at the foot of Wisconsin Ave., extended." Among the findings made by the Corps of Engineers in support of the permit was that:

The completed portion of the rubble mound and fill between the proposed work and the north breakwater was placed in 1932, while most of the completed portion of the rubble mound and fill south of the work now proposed [i.e., the area of the Armory] has been placed since 1929, both sections being placed without a permit. . . . [T]here has been considerable shifting of the shoreline in the basin since the breakwater was completed in 1915, with the general tendency since 1918 to scour out the beach from the mouth of the river to about 500 feet from the breakwater.

These government records indicate that the construction of a breakwater north of the re-routed river mouth caused erosion. Documentation of erosion in this area would be completely contrary to a finding that the former lakebed in this area became dry land due to a process of accretion.

\* \* \*

Based on the foregoing, if the City attempts to transfer public trust property to a private party for commercial use, that effort could be challenged as a violation of Wis. Const., Art. IX, § 1. Such a sale threatens to extinguish a beneficial property interest held by the public. Litigation becomes more likely due to broad standing conferred under the public trust doctrine. Any person may sue in the name of the State for purposes of vindicating the public trust. *State v. Deetz*, 66 Wis. 2d 1, 224 N.W.2d 407 (1974). In fact, a citizen has standing to sue even where DNR had authorized activity on filled lakebed as a regulatory matter. *See Gillen v. City of Neenah*, 219 Wis.2d 806, 580 N.W.2d 628 (1998) (public trust doctrine enables a citizen to directly sue a party whom the citizen believes was inadequately regulated by the DNR). The only way to finally resolve the cloud on the City's title is to obtain a declaratory judgment as to the location of the OHWM along the entire Armory parcel.

I hope this information is useful to you. Please contact me if you have any questions or require follow up. Thank you for the opportunity to assist.

Very truly yours,

WHEELER, VAN SICKLE & ANDERSON, S.C.

  
Mary Beth Peranteau

/mbp

R. C. No. - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 3, 2019.

Your Committee to whom was referred, pursuant to R. O. No. 248-18-19 by the City Clerk, submitting various license applications; recommends denying Beverage Operator License application No. 2695 (Michael P. Bernier) based upon his ineligibility for a beverage operator's license.

Conslt

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### Committee

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

Dated 20 . , City Clerk

Approved 20 . , Mayor

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

Approved 20 . , Mayor

VI

R. C. No.                    - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 3, 2019.

Your Committee to whom was referred R. O. No. 15-19-20 by the City Clerk, submitting various license applications; recommends granting the following license:

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)

No. Name Address

4270 Swita, Jeffrey A. 16820 CTH M, Cleveland

Consent

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Committee

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

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

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

## II

R. O. No. 15 - 19 - 20. By CITY CLERK. May 6, 2019.

Submitting various license applications for the period ending December 31, 2019, June 30, 2020 and June 30, 2021.

\_\_\_\_\_  
City Clerk

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BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2755	Aikins, Mary K.	817 High Avenue
2720	Burch, William M.	2419 Erie Avenue
2732	Choulamountry, Gilchrist G.	3017 Michigan Avenue
2727	Douglas, Michelle S.	N6167 Chanda Court, Sheboygan Falls
2747	Ellersick, Jessica L.	2010 N. 12 <sup>th</sup> Street
2742	Frank, Anthony W.	734 N. 7 <sup>th</sup> Street #109
2724	Gierke, Anthony R.	1419 Geele Avenue
2749	Gifford, Pamela K.	1006 Broadway Avenue
2750	Hanke, Sharon A.	2238 Fairfield Lane, Plymouth
2733	Landgraf, Hope R.	1807 Cardinal Parkway
2748	Rada, Elisabeth R.	2129 Bollmann Drive #1D
2730	Schneider, Amy J.	1724 S. 11 <sup>th</sup> Street Apt. A
0483	Strystick, Shannon N.	1338 Main Avenue
2746	Yang, Shoua	721 S. 15 <sup>th</sup> Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2763	Bogart, Andrea C.	16 South Hiawatha Circle
5335	Fields, John C.	611 Meadow Lane, Sheboygan Falls
2762	Gulseth, Brianna M.	1519 Dewey Street, Manitowoc
2760	Jaishi, Lok R.	916 Mulberry Lane, Kohler
2761	Larson, Austin C.	3820 N. 13 <sup>th</sup> Street
6295	Lilyquist, Cynthia T.	W3089 State Rd. 28, Sheboygan Falls
2758	Lohse, Gene R.	2106 S. 14 <sup>th</sup> Street
1258	Samsal, Alexia P.	1424 S. 8 <sup>th</sup> Street

RRPS  
5-15-19 Hold #4270  
(Swita)

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9030	Benish, Leland J. (Club)	2513 N. 9 <sup>th</sup> Street
8239	Bridges, John L. (Club)	2221 Cooper Avenue
7672	Decker, Dennis E. (Club)	N7122 Riverwoods Drive
1762	Decker, Kyle R. (Club)	4318 White Oak Lane
0293	Dodge, Evelyn V.	3952 Meadowbrook Ct #A
7468	Draughon, Roman J.	1702 Alexander Court
8362	Drews, Barry R. (Club)	2335 N. 15 <sup>th</sup> Street
2128	Dulmes, Kyle B.	3105 N. 25 <sup>th</sup> Street
1605	Emmer, Tamie A.	906 S. 15 <sup>th</sup> Street
5860	Firgens, Todd C.	1828 S. 12 <sup>th</sup> Street
2014	Freitag, David C.	3742 N. 12 <sup>th</sup> Place
2993	Hemsing, Steven R.	1159 Cherry Lane
2010	Hickmann, Rosemary	1408 Eisner Avenue Apt. 3
9969	Horness, Katheryn J.	824 Roosevelt Road, Howards Grove
8951	Kraemer, Lois C.	1612A Martin Avenue
8240	Ludwig, Malyssa A.	1219 S. 21 <sup>st</sup> Street
8289	Madson, James A.	2830 S. 22 <sup>nd</sup> Street
1854	Matuschka, John M. (Club)	1702 Kaat Lane
8543	Mikalowsky, Tonya L.	2106 S. 14 <sup>th</sup> Street
1940	Miller, Destiny	603 Petra Lane
4384	Reese, Shannon M.	3132 N. 8 <sup>th</sup> Street
6929	Violetta, Jason A.	1813 S. 11 <sup>th</sup> Street
4924	Vugrinovich, Laura J.	1214 Georgia Avenue

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2943	Superior Bar & Grill	2607 Superior Avenue - One day event to be held June 15, 2019 to include parking lot north and west of building for one day event.
2943	Superior Bar & Grill	2607 Superior Avenue - One day event to be held July 30, 2019 to include parking lot north and west of building for one day event.
2943	Superior Bar & Grill	2607 Superior Avenue - One day event to be held September 14, 2019 to include parking lot north and west of building for one day event.

2943 Superior Bar & Grill	2607 Superior Avenue - One day event to be held September 28, 2019 to include parking lot north and west of building for one day event.
1420 VFW Post 9156	552 S. Evans Street - One day event June 22, 2019 to include frying area. North end between building and garage. also outside of South entrance of building sidewalk area.

CLASS "A" LIQUOR LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3357	Alex's Corner Market	723 Center Avenue
3187	Sheboygan Liquor Depot	810 N. 14 <sup>th</sup> Street
2702	Tietzs Piggly Wiggly #331	2905 N. 15 <sup>th</sup> Street
3214	Tietzs Piggly Wiggly #332	3124 S. Business Drive

CLASS "A" BEER LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2404	Dicks Northeast Standard I	905 Erie Avenue
2984	Everest Enterprises	1710 Indiana Avenue
3243	Sheboygan Harbor Petro	905 Indiana Avenue
2710	The Pig Stop II	2917 N. 15 <sup>th</sup> Street
3007	Tidy Store of Sheboygan	810 N. 14 <sup>th</sup> Street

"CLASS B" BEER LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3362	Jay's	1710 Indiana Avenue
1328	Sheboygan Athletic Club	2338 New Jersey Avenue
3018	Pho VN	2209 South Business Drive
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

"CLASS B" LIQUOR LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3389	Al & Al's I	1502 S. 12 <sup>th</sup> Street
2880	Anglers Avenue Pub & Grill	518 South Pier Drive
2762	Braveheart Pub I	2120 Calumet Drive
1040	Brennans on Michigan	1101 Michigan Avenue
1511	Dennys Bar	2140 Calumet Drive
2373	Duke of Devon, The	739 Riverfront Drive
1516	Emmers	906 S. 15 <sup>th</sup> Street
1525	Fountain Park Lounge	922 N. 8 <sup>th</sup> Street
3136	Franks Place	3023 N. 15 <sup>th</sup> Street
3117	Harbor Lights IV	434 Pennsylvania Avenue
2192	Harry's Diner	2504 Calumet Drive
2849	Hops Haven	1327 N. 14 <sup>th</sup> Street
1926	Il Ritrovo	515 S. 8 <sup>th</sup> Street
3120	Northstar I	3004 N. 8 <sup>th</sup> Street
1699	On the House	1153 High Avenue
2563	Penn Ave Pub II	827 Pennsylvania Avenue
3325	Power Pubs	511 Kiwanis Park Drive
1680	Scenic Bar	1635 Indiana Avenue
3355	Sharpie's on Broadway	1645 S. 12 <sup>th</sup> Street
3198	Skiper Inn	808 Broadway Avenue
2207	The Silver Fern	2538 N. 15 <sup>th</sup> Street
1411	Tommy's Bar	2335 N. 15 <sup>th</sup> Street
1412	Trattoria Stefano	522 S. 8 <sup>th</sup> Street
3373	Union Tap Bar	1401 Union Avenue
1420	VFW Post 9156	552 S. Evans Street
2100	What's Up	1635 Michigan Avenue
3250	Work Zone Bar and Grill	4604 S. Business Drive

CLASS "C" WINE LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3018	Pho VN	2209 South Business Drive
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

CLASS "A" LIQUOR LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3399	Foodworks	731 Pennsylvania Avenue

"CLASS B" LIQUOR LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3397	Applebee's I	526 South Taylor Drive

(2)

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2753	Cassel, Michael A.	625 S. 14 <sup>th</sup> Street
2756	Dessart, Margaret E.	N5565 State Road 57, Plymouth
2728	Magritz, Alicia L.	1345 16 <sup>th</sup> Avenue #5, Grafton
2754	Razo Valle, Sharon Y.	1214 S. 9 <sup>th</sup> Street
4270	Swita, Jeffrey A.	16820 CTH M, Cleveland
8443	Wills, Michael R.	617 Huron Avenue Apt. 3

VII

R. C. No. - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 3, 2019.

Your Committee to whom was referred, pursuant to R. O. No. 23-19-20 by the City Clerk, submitting various license applications; recommends granting the following licenses:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
4552	Sauer, Andrew D. (Club)	1006 N. 17 <sup>th</sup> Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2764	Arndt, Logan H.	371 S. Larann Street, Belgium
2770	Beltran, Cheyenne M.S.	2826 Erie Avenue
2783	Blackshear, Stephen J.	413 Michigan Avenue
0276	Burch, Cassandra J.	2419 Erie Avenue
1158	Burke, Jacklyn J.	909 Ontario Avenue
2771	Chauhan, Parbati	916 Mulberry Lane, Kohler
9706	Dolson, Bailey E.	2216 S. 7 <sup>th</sup> Street
2767	Harris, Alexus J.	2806 S. 9 <sup>th</sup> Street
2784	Hocevar, Kristin C.	2212 S. 7 <sup>th</sup> Street
2781	Hudson, Loran A.	2324 S. 17 <sup>th</sup> Street
2786	Gillmer, Gregory A.	2308 Mayflower Avenue
3927	Kraus, Catherine J.	1640 S. 17 <sup>th</sup> Street
2775	Lamb, Madison F.	2525 N. 10 <sup>th</sup> Street
9940	Lopez, Cynthia	1411 S. 10 <sup>th</sup> Street
1284	Mack, Tamieka M.	1308 S. 19 <sup>th</sup> Street
2769	Mansker, Mitchell W.	1127 Alabama Avenue
2765	Schuessler, Andrew J.	1713 N. 11 <sup>th</sup> Street
6454	Senkbeil, Gregory A. (Club)	820 N. 28 <sup>th</sup> Street
2768	Vandeberg, Angelique R.	623 Superior Avenue
2777	Zamora, Elizabeth	2659 White Fox Court
2772	Zepnick, Haylei M.	445 Fieldstone Court, Kiel

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1004	Adamavich, William J.	3823 S. 11 <sup>th</sup> Street
2165	Allen, Leary A. (Club)	1312 Ashland Avenue
5511	Anderson, Maureen F.	250 Auburn Drive, Sheboygan Falls
1057	Becker, Angela F.	2243 N. 20 <sup>th</sup> Street
1853	Berglund, Jodi C.	W3385 CTH MM, Elkhart Lake
2105	Bhatta, Hira	1801 S. 23 <sup>rd</sup> Street
0132	Bhatta, Lok Raj	1801 S. 23 <sup>rd</sup> Street
1953	Bloedorn, Shannon M.	2612 Erie Avenue #4
1293	Brethouwer, Cory R. (Club)	W4061 Cty Rd N, Sheboygan Falls
8513	Champeau, Brian O.	1331 New York Avenue

*Consult*

9986 Depagter, James R.	3417 S. 12 <sup>th</sup> Place
3600 Dolgner, Randall	2611 Pine Grove Avenue
2377 Fischer, Donna S.	1824 N. 27 <sup>th</sup> Place
5937 Franzen, Michael R.	N3007 Dykstra Road, Lima
5170 Gilbertson, Stephen J. (Club)	1216 N. 29 <sup>th</sup> Street
0143 Gottsacker, Robert D.	709 Spring Avenue
9377 Grohman, Sander A.	1521 New Jersey Avenue
7498 Hansen, John R.	1105 Los Angeles Avenue
5597 Hansen, Kevin J.	1114 Pershing Avenue
0969 Jagler, Kurt J.	1539 N. 17 <sup>th</sup> Street
6954 Jeske, Robert E.	2330 N. 27 <sup>th</sup> Street
2159 Johnson, Stacy M.	4033 Marion Lane
8229 Kiley, Lisa J.	813 N. Evans Street
0762 Kiley, Wayne F.	813 N. Evans Street
5346 Kreutz, Michael S. (Club)	5315 Lakeshore Road
6340 Kruse, Richard J. (Club)	5334 Hidden Creek Drive
5598 Kussard, Gary L.	3112 N. 8 <sup>th</sup> Street
0804 Lenhardt, Lawrence R.	4014 S. 18 <sup>th</sup> Street
9512 Lilyquist, Steve C.	2510 S. 12 <sup>th</sup> Street
3291 Mallmann, Louis L.	2631 N. 29 <sup>th</sup> Street
5596 Mcglade, Leah M.	420 Van Buren Road, Howards Grove
0984 Meyer, Robert D. (Club)	1649 S. 25 <sup>th</sup> Street
0289 Moeller, Robert J.	1812A S. 13 <sup>th</sup> Street
9479 Muehlbauer, John P. (Club)	145 Fox Glove Lane, Sheboygan Falls
6011 Nennig, David M.	1559 N. 15 <sup>th</sup> Street
5952 Perronne, Shannon J.	1245 North Avenue
0997 Pierce, Lyle H.	716 Bluff Avenue
9453 Pilgrim, Marion M.	1042A Willow Lane, Kohler
1992 Procek, Edward J.	1230 S. 13 <sup>th</sup> Street
7181 Repinski, Dawn M.	3830 Koehn Avenue
2030 Repinski, Douglas S.	1527 Georgia Avenue
4284 Rohde, Shirley A.	2605 N. 10 <sup>th</sup> Street
6331 Ross, Daniel T.	2332A Park Place
8354 Schnur, Kimberly M.	2403 S. 17 <sup>th</sup> Street
5874 Senkbeil, Emy J.	1323 Superior Avenue
6782 Senkbeil, Joanne M.	1323B Superior Avenue
7337 Senkbeil, Steve J. (Club)	4040 N. 29 <sup>th</sup> Street
5985 Strohmeyer, Joseph J.	5213 S. 12 <sup>th</sup> Street
9014 Tagel, Jason A.	1435 Camelot Boulevard
0098 Tagel, Jody M.	1435 Camelot Boulevard
1790 Theune, Nathan L.	2710 S. Savannah Circle #D
0207 Thompson, Mitchell D.	1131 Main Avenue
2853 Weiberg, Stacey N.	1806 Superior Avenue
2150 Wiggins, Lydia A.	1413A N. 11 <sup>th</sup> Street
6803 Wilsing, William J.	4454 Idlewild Lane

**TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)**

2773 Rango, Todd B. 1405 N. 11<sup>th</sup> 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

~~VII~~  
R. C. No. - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 3, 2019.

Your Committee to whom was referred, pursuant to R. O. No. 24-19-20 by the City Clerk, submitting various license applications; recommends granting the following licenses with various caveats (\*):

CLASS "A" BEER LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3279	Citgo 1	610 S. 14 <sup>th</sup> Street
3147	CVS Pharmacy #10549	1108 N. 14 <sup>th</sup> Street
1193	Kwik Trip #361	1618 Calumet Drive
1998	Kwik Trip #780	2622 S. Business Drive
2763	Kwik Trip #897	2033 North Avenue
2920	Kwik Trip #873	625 S. Taylor Drive
3364	Minit Mart #1A	1508 S. 8 <sup>th</sup> Street
3365	Minit Mart #2A	2235 North Avenue
3366	Minit Mart #3A	2420 Calumet Drive
3367	Minit Mart #4A	3715 Washington Avenue
3368	Minit Mart #5A	3626 S. Taylor Drive
3369	Minit Mart #6A	1230 N. Taylor Drive
3370	Minit Mart #7A	1211 Weeden Creek Road
3371	Minit Mart #8A	1006 Geele Avenue
1253	Petro Center #1	1208 Union Avenue
1254	Petro Center #4	2113 S. Business Drive
*3287	Sheboygan Minimart LLC	1030 S. 14 <sup>th</sup> Street

**\*grant contingent on correcting paperwork errors**

"CLASS A" LIQUOR LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi	919 S. Taylor Drive
2532	Fischer's Food & Liquor	4554 S. 12 <sup>th</sup> Street
3132	Pick 'N Save #432	1317 N. 25 <sup>th</sup> Street
2820	Superior Discount Liquor	823 S. 8 <sup>th</sup> Street

CLASS "B" BEER LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Drive
2879	Charcoal Inn North	1637 Geele Avenue
2796	Charcoal Inn South	1313 S. 8 <sup>th</sup> Street

*Consult*

"CLASS B" LIQUOR LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2982	Applebee's Neighborhood Grill	526 S. Taylor Drive
*3146	Bumps Grill Tavern	2528 N. 22 <sup>nd</sup> Street
*1833	Champs Sports Bar	1501 Indiana Avenue
3092	CJ's Shipwrecked	902 Indiana Avenue
2487	Frankies Pub & Grill	2218 Indiana Avenue
2949	Harrys Prohibition Bistro	668 South Pier Drive
2807	Knights of Columbus	833 Center Avenue
1199	Lakeshore Lanes	2519 S. Business Drive
2685	Lino Ristorante Italiano	422 South Pier Drive
1226	Meyers Lakeview Pub	2925 Lakeshore Drive
*3335	Mi Ranchito I	1235 Indiana Avenue
*3066	N Z's Bar & Grill	1022 Michigan Avenue
3217	Parker Johns BBQ & Pizza	705 Riverfront Drive
*2272	PJ's Party Zone	910 N. 18 <sup>th</sup> Street
1267	Poor Richards	1105 Geele Avenue
3001	Ranieri's Four of a Kind	811 Indiana Avenue
1288	Riverview Club	626 N. 15 <sup>th</sup> Street
1925	Screamers	2201 N. 15 <sup>th</sup> Street
*1229	Sheboygan Moose Lodge #438	1811 Georgia Avenue
*1360	Slys Midtown Saloon	508 N. 8 <sup>th</sup> Street
3186	Suscha Bar	1054 Pennsylvania Avenue
*2943	Superior Bar & Grill LLC	2607 Superior Avenue
3178	Tasty Sheboygan	1423 Union Avenue
2020	Terrys	1028 Lincoln Avenue
2245	Thai Café Restaurant	1227 N. 14 <sup>th</sup> Street
3182	The Blue Lite I	1029 N. 8 <sup>th</sup> Street
1752	The End Zone	904 Indiana Avenue
*2427	Urbane	1231 N. 8 <sup>th</sup> Street
*3119	Vibez Bar	2513 S. 8 <sup>th</sup> Street

**\*grant contingent on correcting paperwork errors**

"CLASS C" WINE LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Drive

TOBACCO LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar Stores #25587	2821 N. 15 <sup>th</sup> Street
3387	Sheboygan Vapor	3116 S. Business Drive
2895	Superior Discount Liquor	823 S. 8 <sup>th</sup> Street
1392	Suscha News, LLC	1117 N. 8 <sup>th</sup> Street

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Committee

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

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

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

8

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 30-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to resolve City Invoice Number 6252 with a payment to the City of \$31,000; 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

4.14

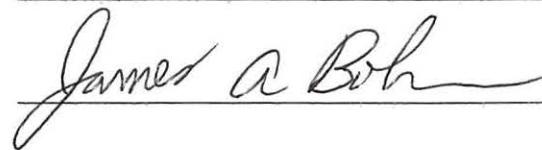
Res. No. 30 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

A RESOLUTION authorizing the appropriate City officials to resolve City Invoice Number 6252 with a payment to the City of \$31,000.

RESOLVED: That the appropriate City Officials are hereby authorized to resolve City Invoice Number 6252 (dated October 9, 2017) with a payment to the City of Thirty-One Thousand and 00/100 (\$31,000) dollars.

BE IT FURTHER RESOLVED: That the appropriate City Officials may sign a release approved by the City Attorney related to City Invoice Number 6252 in order to provide clarity for all parties that this payment is the full and complete payment of City Invoice Number 6252.

---



Finance & Personnel  
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

III

R. C. No.                    - 19 - 20. By PUBLIC WORKS COMMITTEE. June 3, 2019.

Your Committee to whom was referred Res. No. 32-19-20 by Alderpersons Wolf and Sorenson authorizing the City of Sheboygan to accept from the Sheboygan Leadership Academy a mid-block crosswalk located at St. Clair Avenue between N. 14<sup>th</sup> Street and N. 13<sup>th</sup> Street, the design and construction of which was administered and paid for by the Sheboygan Leadership Academy with the approval of the Department of Public Works; recommends adopting the Resolution.

consent.

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### Committee

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

Dated 20 . , City Clerk

Approved 20 . , Mayor

Approved 20 . , Mayor

III

4.16

Res. No. 32 - 19 - 20. By Alderpersons Wolf and Sorenson. May 20, 2019.

A RESOLUTION authorizing the City of Sheboygan to accept from the Sheboygan Leadership Academy a mid-block crosswalk located at St. Clair Avenue between N. 14th Street and N. 13th Street, the design and construction of which was administered and paid for by the Sheboygan Leadership Academy with the approval of the Department of Public Works.

WHEREAS, Sheboygan Leadership Academy has assembled a packet of improvements for a mid-block crosswalk at St. Clair Avenue between N. 14th Street and N. 13th Street, including pedestrian crossing signs, solar powered flashing school crossing signs, and other traffic calming measures, a copy of which is attached; and

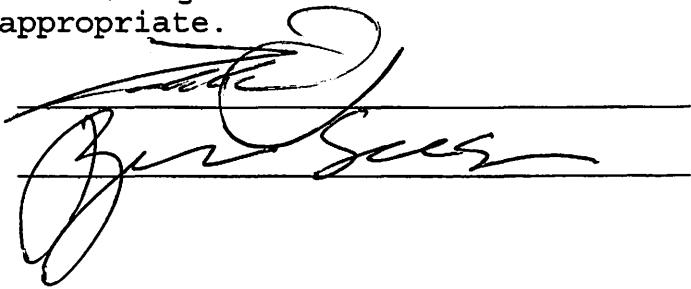
WHEREAS, that packet has been reviewed and modified with the input of City staff; and

WHEREAS, Sheboygan Leadership Academy will administer and pay for the design and construction of said crosswalk.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes Sheboygan Leadership Academy to provide for the construction of the mid-block crosswalk described above pursuant to the modified packet of improvements.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall, upon completion of the crosswalk, accept ownership and control of the crosswalk from the Sheboygan Leadership Academy, including such maintenance thereof that it, in its sole discretion, deems appropriate.

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



KAPUR & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
1711 HURST WASHINGTON ROAD  
Phone: 414.351.4101 Fax: 414.351.4117  
www.kapureng.com

PROJECT  
CROSSWALK

LOCATION  
1305 ST. CLAIRE  
AVENUE

CLIENT  
SHEBOYGAN  
LEADERSHIP  
ACADEMY

RELEASE  
CITY SUBMITTAL

RE BOUND



SCALE  
1" = 20'

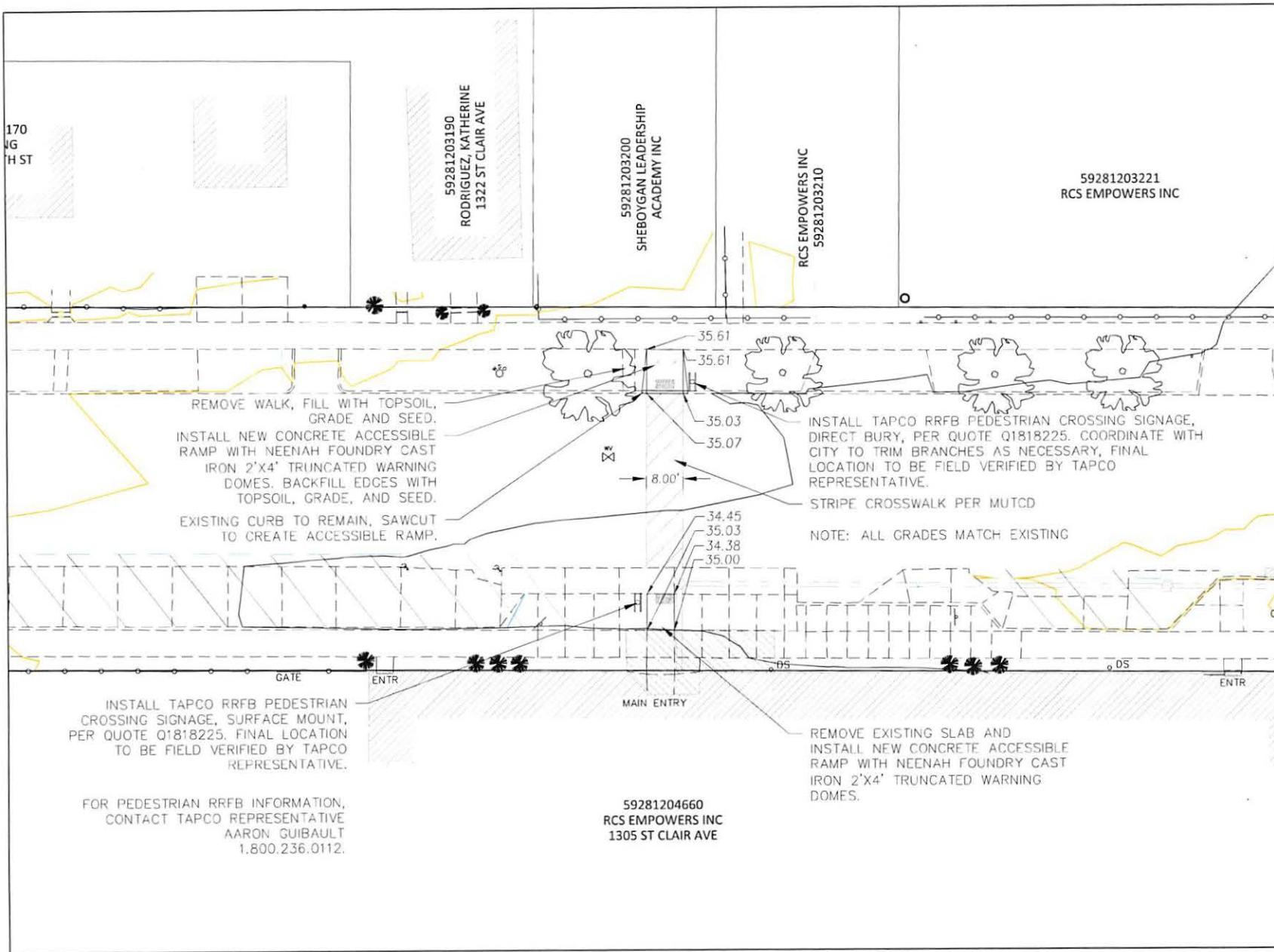
SEAL

SHEET  
SITE LAYOUT &  
GRADING

PROJECT MANAGER  
PROJECT NUMBER  
SLA  
DATE

SHEET NUMBER

C100

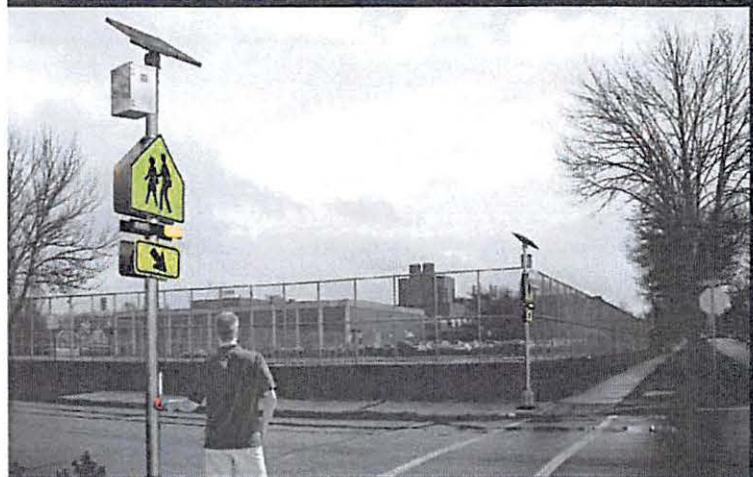
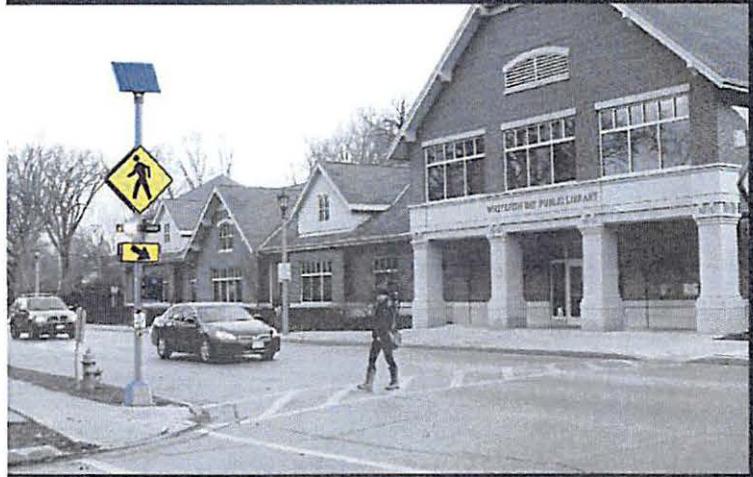




## RECTANGULAR RAPID FLASHING BEACON PEDESTRIAN CROSSWALK SYSTEMS

Rectangular Rapid Flashing Beacon (RRFB) Pedestrian Crosswalk Systems provide drivers real-time warning when pedestrians are in or about to enter an approaching crosswalk. This popular, MUTCD-compliant option heightens driver awareness in a variety of applications.

- School zone crossings
- Multilane uncontrolled crossings
- High-speed pedestrian crossings



## FEATURES

- MUTCD-compliant
- WW+S (combination wig-wag and simultaneous) flash pattern
- Dimmable LEDs to reduce nighttime glare
- Optional pedestrian LED indicator notifies user of system activation
- XAV2-LED push button activation provides voice message
- BlinkerBeam® wireless communication simultaneously activates all systems



## TOP-OF-POLE SYSTEMS

Top-of-pole self-contained control cabinet houses power supply for quick installation and clean appearance.



### System includes:

- 20 watt solar panel
- 44Ah battery
- Universal pole mounting hardware

### Benefits:

- Supports XAV2-LED push button activation
- Compact design allows for easy assembly onto new or existing poles
- No trenching or in-ground wiring required

## SIDE-OF-POLE SYSTEMS

Side-of-pole control cabinet for easy access and flexible system configuration. Solar and 120vac power options available.



### System includes:

- 55 watt solar panel
- 48Ah battery
- Stainless steel pole mounting hardware
- Additional solar panel, battery and mounting options available

### Benefits:

- Mounts onto new or existing round, square or wood posts.
- Highly configurable for multiple applications
- Supports user-actuated and passive detection

## RECTANGULAR RAPID FLASHING BEACON SOLUTIONS

ARRANGEMENT	ACTIVATION	POWER	TOP-OF-POLE SYSTEM PART NUMBERS	SIDE-OF-POLE SYSTEM PART NUMBERS
SINGLE-SIDED	XAV2-LED	Bulldog	600165	600167
		AC	N/A	600169
		Solar	600164	600166
		AC	N/A	600168
BACK-TO-BACK	XAV2-LED	Bulldog	600145	600147
		AC	N/A	600149
		Solar	600144	600146
		AC	N/A	600148

Yellow push button housing comes standard. Black push button housing is available upon request.

Black RRB housing comes standard. Custom housing options are available upon request.

CAN'T FIND WHAT YOU'RE LOOKING FOR? CALL (800) 236-0112 NOW TO DISCUSS CUSTOM OPTIONS

## STANDARD ACTIVATION OPTIONS



**BULLDOG  
PUSH BUTTON**

### BULLDOG PUSH BUTTON

Activated with less than two pounds of force, the Bulldog push button provides two-tone audible activation confirmation as well as visual confirmation. This popular activation options meets ADA, MUTCD and TAC requirements, and the housing components comply with NEMA specifications.



**XAV2-LED  
PUSH BUTTON**

### XAV2-LED PUSH BUTTON

The XAV2-LED push button provides an instructional sign, a push button with voice message and three yellow LEDs for visual activation confirmation. This full-featured push button has an optional locate tone that automatically adjusts to ambient sounds via a built-in microphone.

## CUSTOM ACTIVATION OPTIONS



**WIRELESS  
BOLLARD**

### WIRELESS BOLLARD

Most commonly installed at wide or bicycle path crossings, vulnerable road users passively trigger RRFB Pedestrian Crosswalk System activation by passing through bollards placed outside of the crosswalk. The actuators are housed in anodized aluminum cabinets secured in concrete footings. The bollards are battery operated.

### PRESENCE DETECTOR

Ideal for crosswalks where users aren't utilizing the available push button, the presence detector activates the RRFB Pedestrian Crosswalk System by using infrared and microwave technologies to provide precise presence and motion detection.

## STANDARD COMMUNICATION OPTION

### BLINKERBEAM® WIRELESS COMMUNICATION

Ideal for crosswalks fitted with multiple RRFB Pedestrian Crosswalk Systems, BlinkerBeam® controller radios simultaneously activate all systems upon pedestrian actuation. These high-output, compact controller radios have a low power draw, easy-to-use interface and are strategically placed within each control cabinet for quick access.

## CUSTOM COMMUNICATION OPTION

### BLINKLINK® CELLULAR MODEM

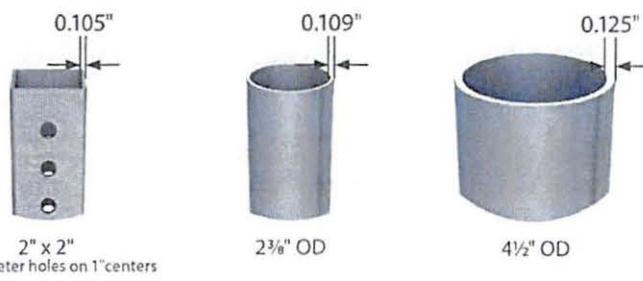
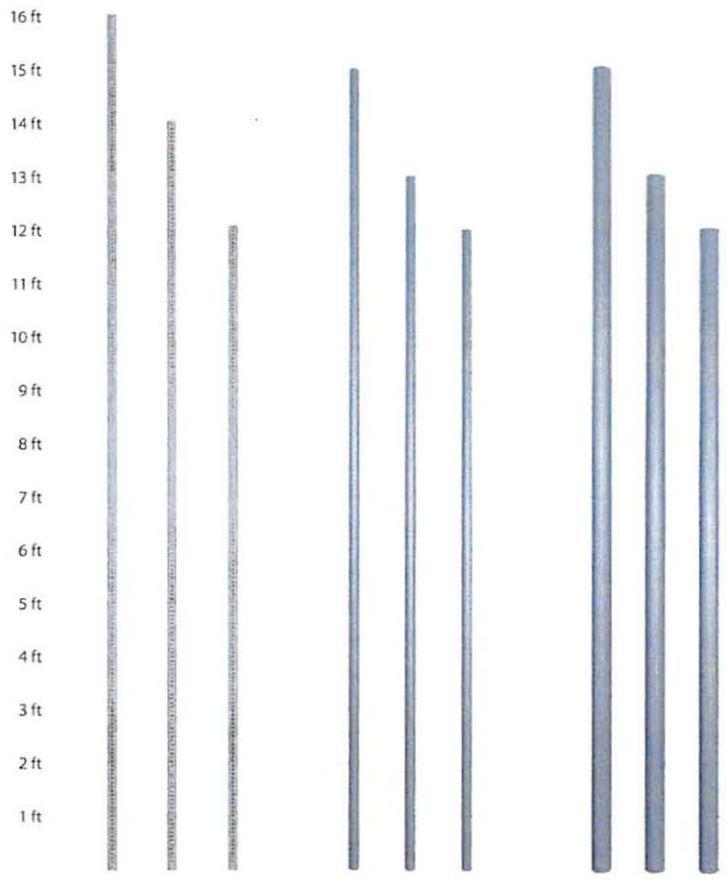
The optional BlinkLink® cellular modem connects RRFB Pedestrian Crosswalk Systems to BlinkLink® powered by TAPCO, an easy-to-use, cloud-based application cities utilize to remotely manage, schedule, control and monitor citywide intelligent warning systems.



**BLINKERBEAM®  
WIRELESS RADIO**

## RRFB POLE SELECTION

Pole configuration plays a crucial role in the design of your RRFB Pedestrian Crosswalk System, below are some of the most popular options.



## CROSSWALK SIGN SELECTION

All signs are manufactured with Diamond Grade reflective sheeting to provide the highest level of visibility and retroreflectivity for maximum safety.

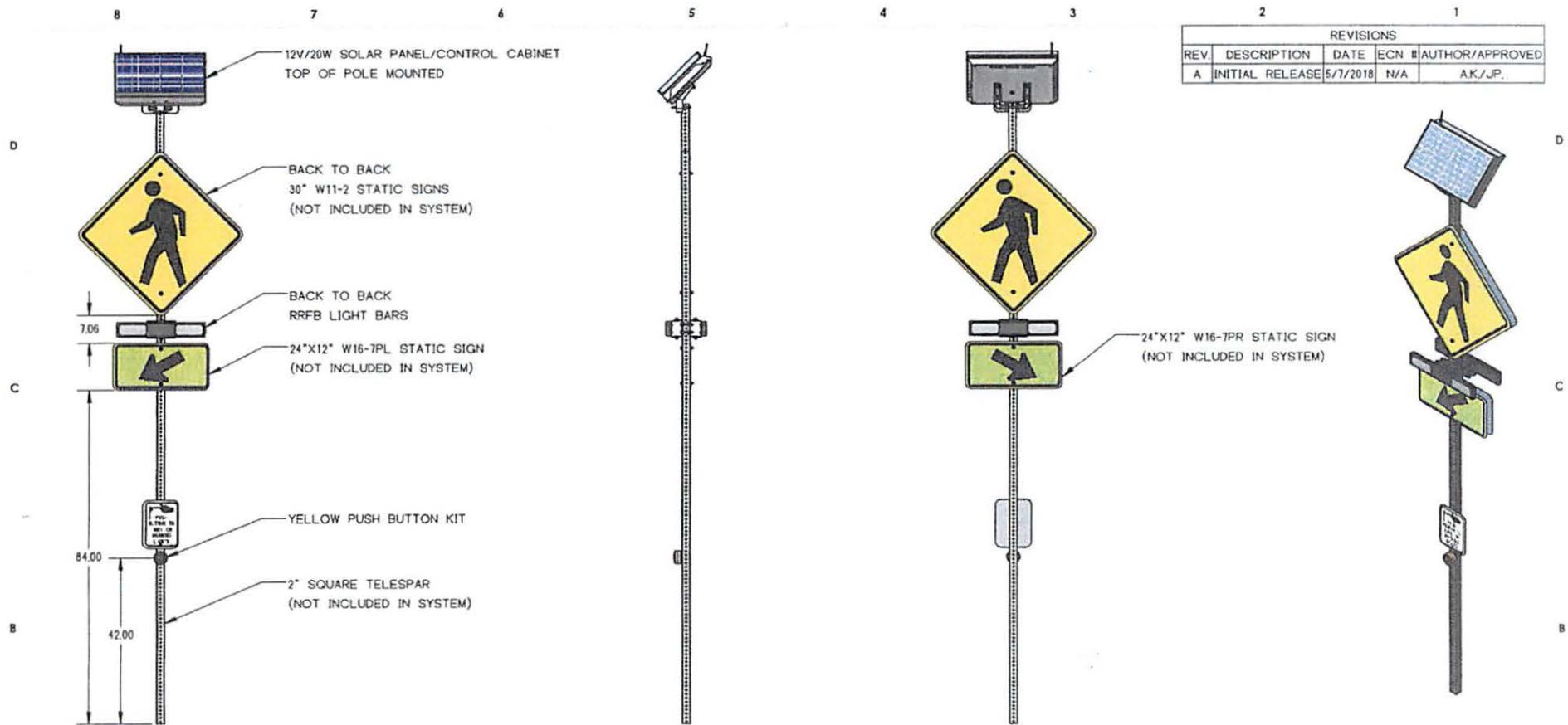
W11-2	Fluorescent Yellow Green	Fluorescent Yellow
Legend and reflective sheeting color		
Dimensions	24"W x 24"H	24"W x 24"H
Part Number	373-03671	116021
Dimensions	30"W x 30"H	30"W x 30"H
Part Number	373-05075	373-01499
Dimensions	36"W x 36"H	36"W x 36"H
Part Number	373-05076	105452

W11-15	Fluorescent Yellow Green	Fluorescent Yellow
Legend and reflective sheeting color		
Dimensions	24"W x 24"H	24"W x 24"H
Part Number	304082	116028
Dimensions	30"W x 30"H	30"W x 30"H
Part Number	304088	116029
Dimensions	36"W x 36"H	36"W x 36"H
Part Number	304094	116030

S1-1	Fluorescent Yellow Green
Legend and reflective sheeting color	
Dimensions	24"W x 23"H
Part Number	373-00787
Dimensions	30"W x 29.5"H
Part Number	373-05073
Dimensions	36"W x 35"H
Part Number	373-05074

W16-7pL	Fluorescent Yellow Green	Fluorescent Yellow
Legend and reflective sheeting color		
Dimensions	24"W x 12"H	24"W x 12"H
Part Number	373-01759	373-05060
Dimensions	30"W x 18"H	30"W x 18"H
Part Number	373-05066	373-05062

W16-7pR	Fluorescent Yellow Green	Fluorescent Yellow
Legend and reflective sheeting color		
Dimensions	24"W x 12"H	24"W x 12"H
Part Number	373-01757	373-05061
Dimensions	30"W x 18"H	30"W x 18"H
Part Number	373-05067	373-05063



**TAPCO**  
TRAFFIC & PARKING CONTROL CO., INC.

TOLERANCE UNLESS  
OTHERWISE SPECIFIED  
HOLE  $\varnothing$   $\pm .003$   
DEC. INCH  
X  $\pm .030$   
XX  $\pm .015$   
XXX  $\pm .005$   
ANGULAR  $\pm 65^\circ$   
TITLE: RRFB, SOLAR 20/44, RADIO, TOP, DS, AMBER, PB, H/T  
POLE X2  
DESIGNED BY: TAPCO  
DRAWN BY: A. KAVANAUGH 5/7/2018  
CHECKED BY:  
MATERIAL  
FINISH  
SIZE DWG. NO. B 600145 REV. A  
INTERPRET GEOMETRIC  
TOLERANCING PER  
ASME Y14.5-2009  
REFERENCE:

NOTES:

1. ALL DIMENSIONS ARE FOR REFERENCE ONLY.

8

7

6

5

PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF  
TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED.

SHEET 1 OF 1



# **TAPCO SOLAR RRFB PEDESTRIAN CROSSWALK SYSTEM STANDARD 55W/48Ah SUBMITTAL PACKAGE**

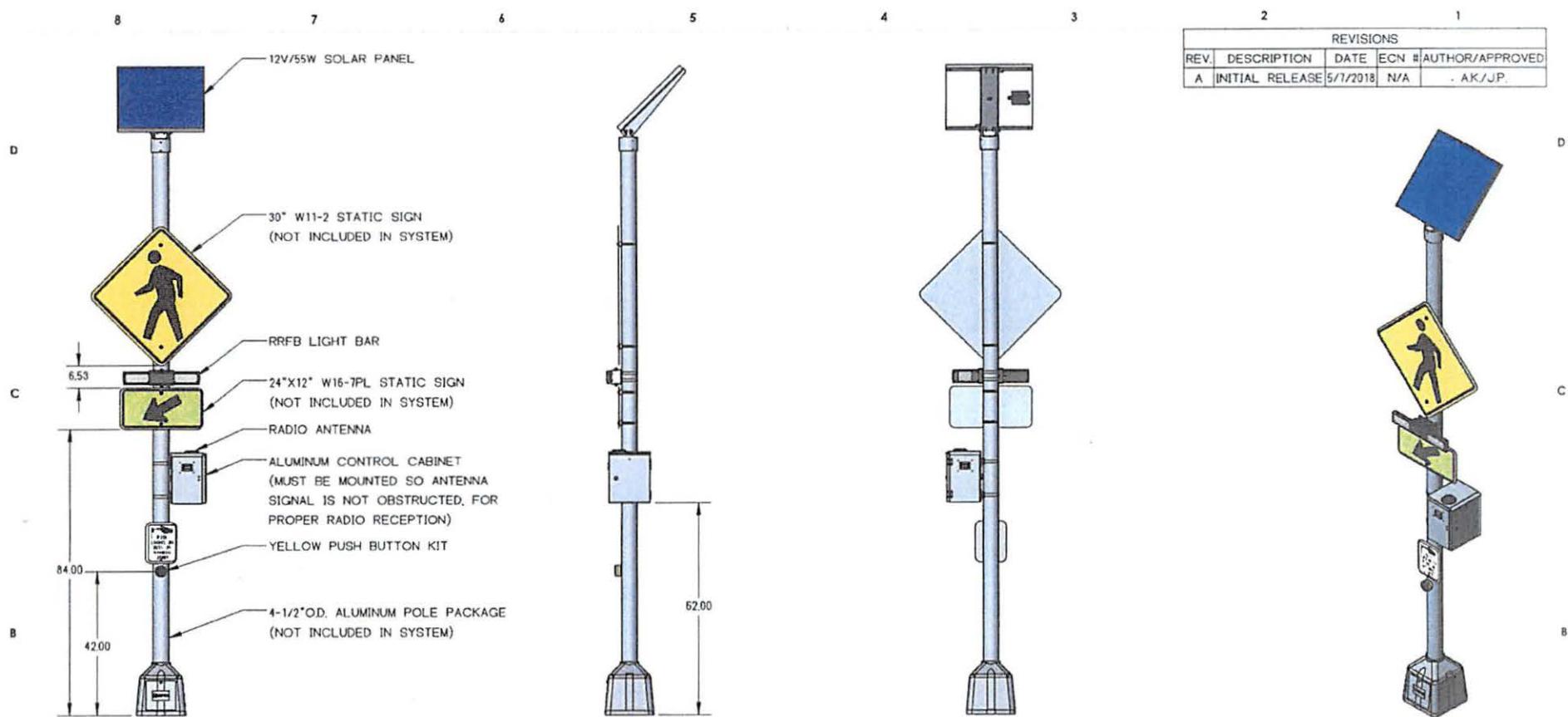
**Comprehensive Submittal  
Version 1.0**

**August 7, 2018**



(800) 236-0112

TAPCOnet.com



**A**

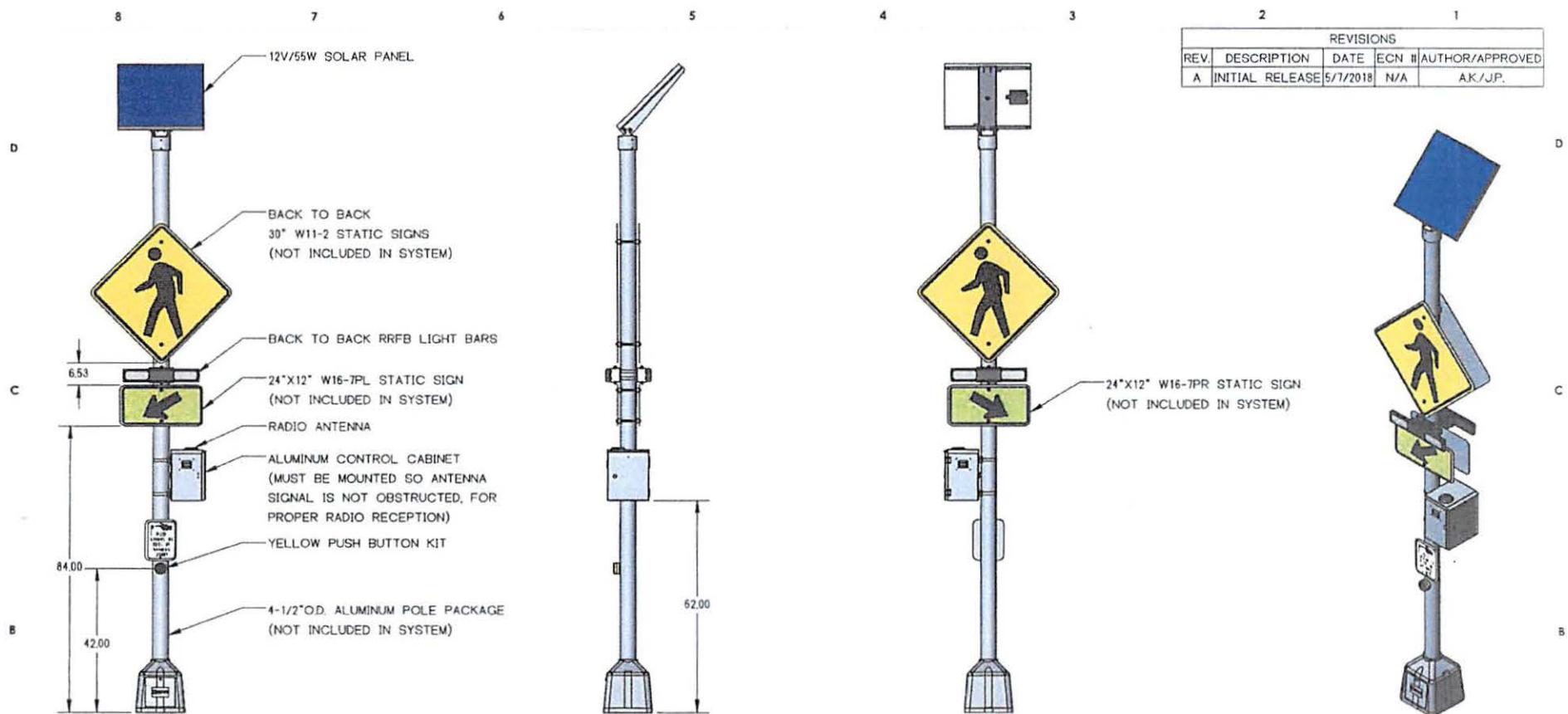
NOTES:

1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY.
2. CONTROL CABINET HEIGHT MAY VARY.
3. SNAP LOCKS ARE PROVIDED, STANDARD 3/4".
4. J-BOLTS NOT SHOWN
5. ALL DIMENSIONS ARE FOR REFERENCE ONLY.

1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
2. CONTROL CABINET HEIGHT MAY VARY.
3. SNAP LOCKS ARE PROVIDED. STANDARD 3/4" S/S BANDING IS RECOMMENDED
4. J-BOLTS NOT SHOWN
5. ALL DIMENSIONS ARE FOR REFERENCE ONLY



TOLERANCE UNLESS  
 OTHERWISE SPECIFIED      TITLE: RRFB, SOLAR 55/48, RADIO, SOP, SS,  
 HOLE Ø  $\pm 0.003$   
 DEC.      INCH  
 X       $\pm 0.030$   
 XY       $\pm 0.015$   
 XXX       $\pm 0.005$   
 ANGULAR       $\pm 0.5^\circ$   
 DRAWN BY: A. KAVANAUGH      5/7/2018      SIZE DWG. NO. B 600167      REV. A      WEIGHT  
 CHECKED BY:  
 PROPRIETARY AND CONFIDENTIAL. THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF  
 TAFCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAFCO IS PROHIBITED.  
 SHEET 1 OF 1



**A** **NOTES:**

1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
2. CONTROL CABINET HEIGHT MAY VARY.
3. SNAP LOCKS ARE PROVIDED. STANDARD 3/4" S/S BANDING IS RECOMMENDED
4. J-BOLTS NOT SHOWN
5. ALL DIMENSIONS ARE FOR REFERENCE ONLY

**TAPCO**  
Safe travels.

TOLERANCE UNLESS OTHERWISE SPECIFIED  
HOLE Ø  $\pm .003$  TITLE  
DEC INCH  
X  $\pm .0010$   
XX  $\pm .0015$   
XXX  $\pm .005$  DESIGNED BY TAPCO  
ANGULAR  $\pm .05^\circ$  DRAWN BY A KAVANAUGH 5/7/2018  
CHECKED BY  
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF  
TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED.

RRFB, SOLAR 55/48, RADIO, SOP, DS,  
AMBER, PH, H POLE X2

SIZE DWG. NO  
B 600147

INTERPRET GEOMETRIC  
TOLERANCING PER  
ASME Y14.5-2009  
REFERENCE

REV. A  
WEIGHT  
SCALE: 1:28  
SHEET 1 OF 1

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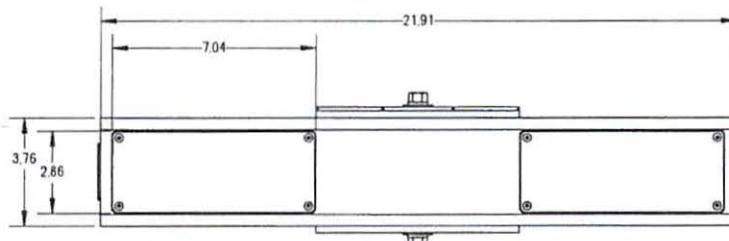
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REVISIONS				
REV.	DESCRIPTION	DATE	ECN #	AUTHOR/APPROVED
A	INITIAL RELEASE	5/3/2018	N/A	AK/JP.

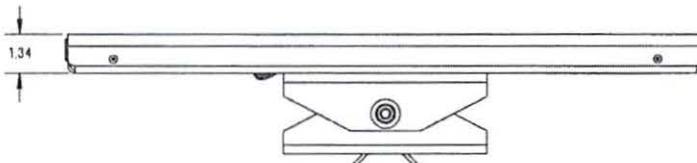
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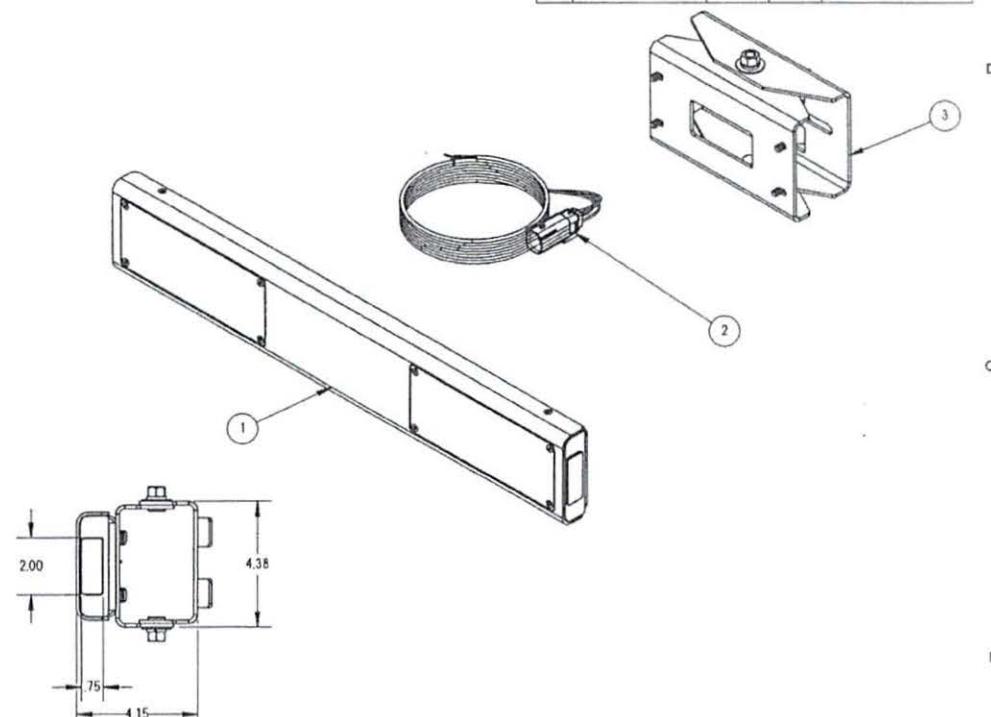
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B



A



ITEM NO.	PART NUMBER	DESCRIPTION	QTY	UNITS
3	138079	BRACKET MOUNTING KIT, RRFB, ARTICULATING	1	EA
2	135750	WIRE HARNESS, RRFB, 10' OF 4C W/MOLEX CONNECTOR	1	EA
1	136761	RRFB - AMBER LIGHT BAR, ADD 136760 - WIRE HARNESS, 138079 - MOUNTING KIT	1	EA

 **TAPCO**  
Safe travels.

TOLERANCE UNLESS  
OTHERWISE SPECIFIED

HOLE Ø  $\pm .003$

DEC. INCH

X  $\pm .0030$

XX  $\pm .0015$

XXX  $\pm .0005$

ANGULAR  $\pm .05^{\circ}$

DRAWN BY: TAPCO

DESIGNED BY: A. KAVANAUGH

CHECKED BY: J. PATTERSON

5/2/2018

5/3/2018

SIZE DWG. NO.

B 138089

REV. A

SCALE: 1:14

PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF  
TAPCO ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED

INTERPRET GEOMETRIC  
TOLERANCING PER  
ASME Y14.5-2009  
REFERENCE

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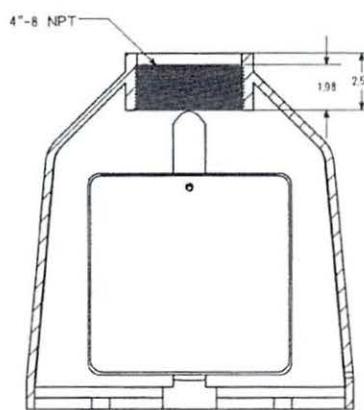
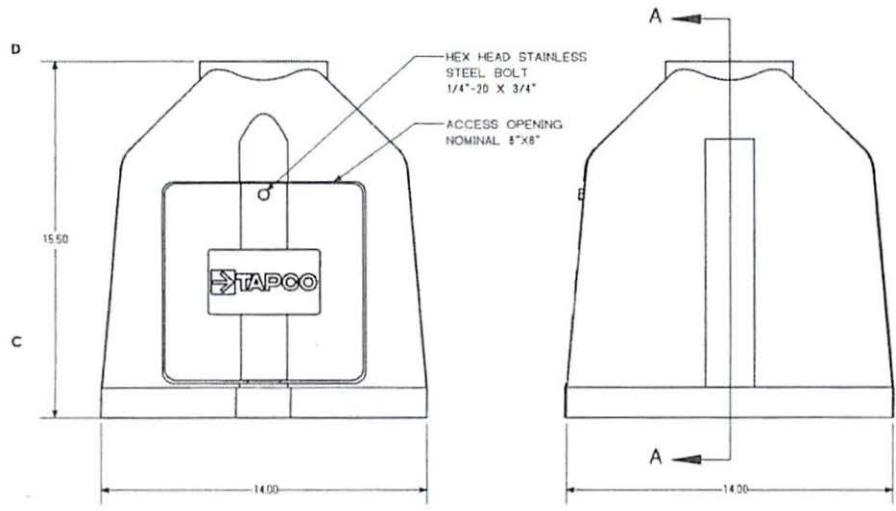
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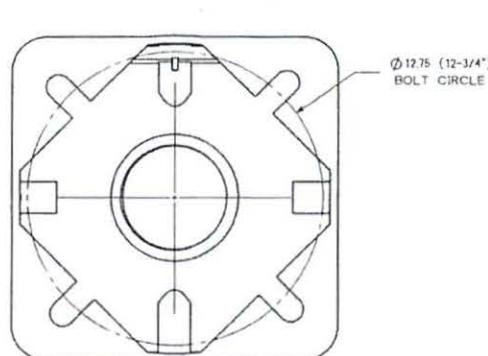
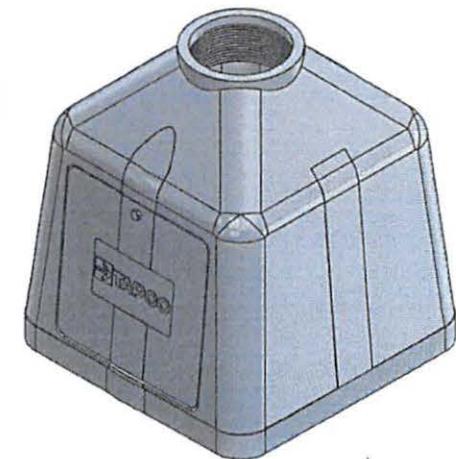
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SECTION A-A



Safe travels.

TOLERANCE UNLESS OTHERWISE SPECIFIED		TITLE:			
HOLE Ø $\pm 0.01$		203-00014: FRANGIBLE ALUMINUM PEDESTAL BASE		STORAGE SIZE	
DEC	MM	INCH			
X	$\pm 0.762$	$\pm 0.010$			
XX	$\pm 0.381$	$\pm 0.008$			
XXX	$\pm 0.076$	$\pm 0.015$			
XXXX	$\pm 0.017$	$\pm 0.005$			
ANGULAR $\pm 0.5^\circ$		DRAWN BY: A. KAVANAUGH 1/27/2015		SIZE: B	DWG. NO: 2TE-537
CHECKED BY: M. SMITH 1/27/2015				REV: A	WEIGHT: 15
PROPRIETARY AND CONFIDENTIAL. THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED.					
SHEET 5 OF 6					

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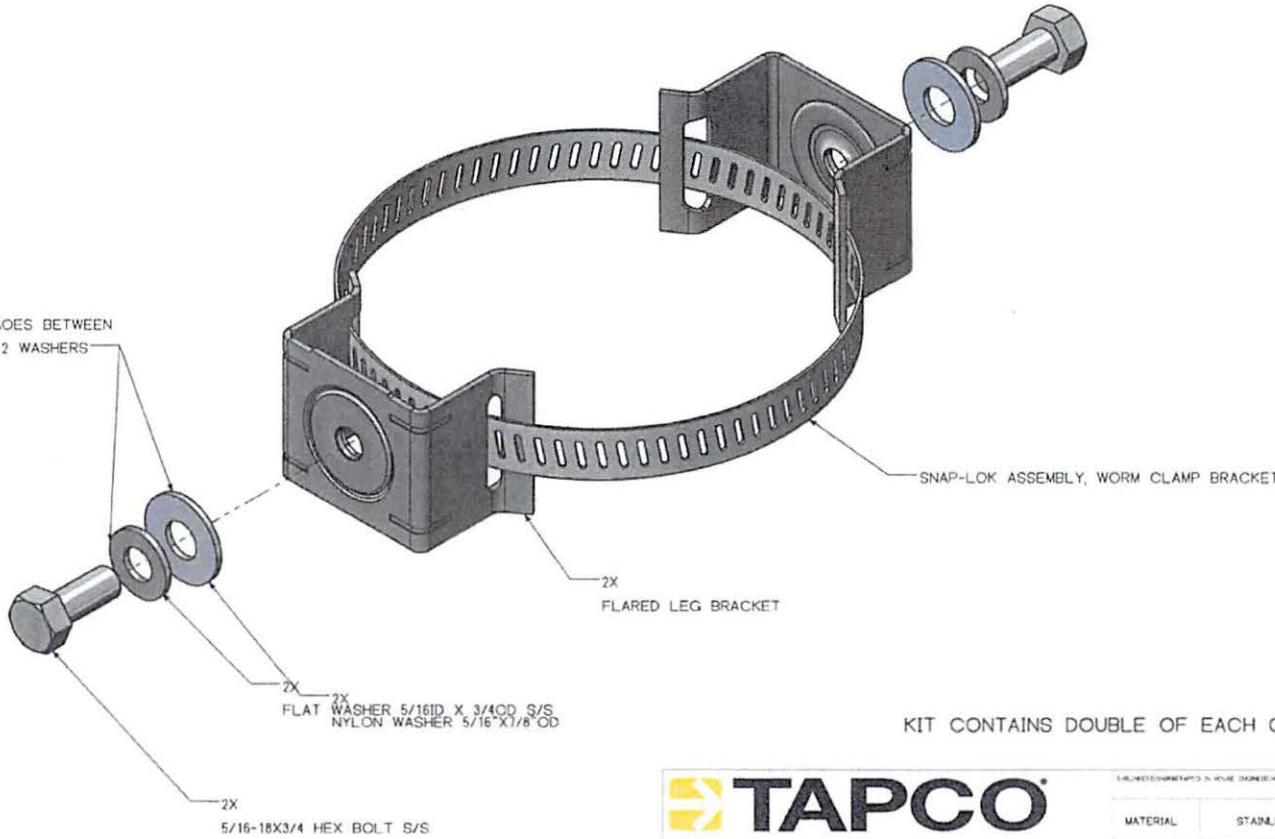
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C

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B

SIGN GOES BETWEEN  
THESE 2 WASHERS



KIT CONTAINS DOUBLE OF EACH COMPONENT SHOWN HERE

TOLERANCE UNLESS OTHERWISE SPECIFIED		TITLE		INTERPRET GEOMETRIC TOLERANCING PER ASME Y14.5-2009	
				DEC	MIL
HOLE Ø $\pm .003$		107265: SIGN MOUNTING KIT, BANDED, FLARED LEG, STANDARD, FOR STATIC SIGNS		REFERENCE:	
DEC	MIL	INCH			
X	.0787	.0100			
XX	.0381	.0030			
XXX	.0076	.0015			
XXXX	.00177	.00005			
ANGULAR $\pm 65^\circ$					
DESIGNED BY: A. KAVANAUGH		DRAWN BY: A. KAVANAUGH 1/27/2015		SIZE: B	DWG. NO: 2TE-537
		CHECKED BY: M. SMITH 1/27/2015			
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED.					
SHEET 1 OF 5					

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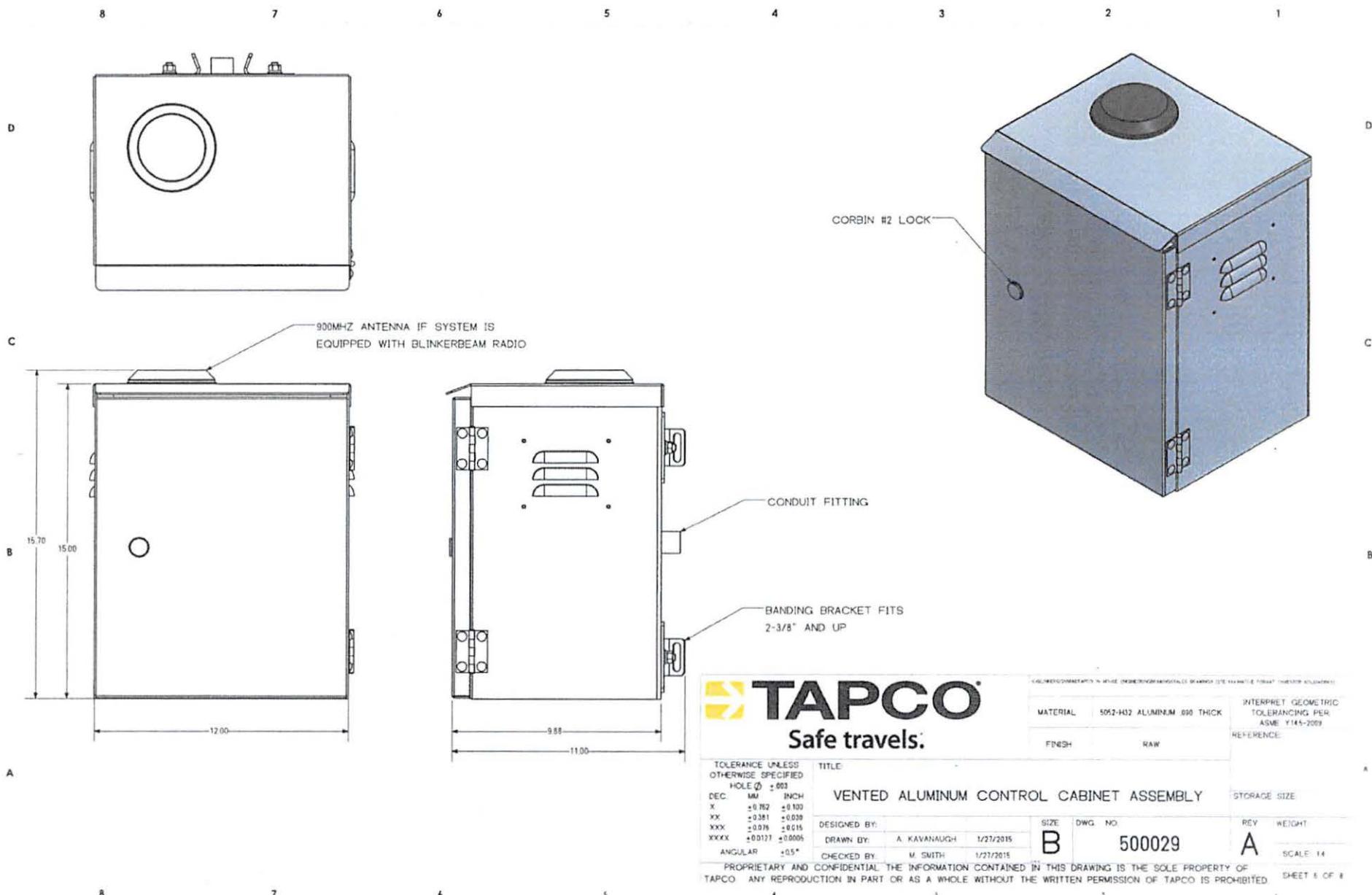
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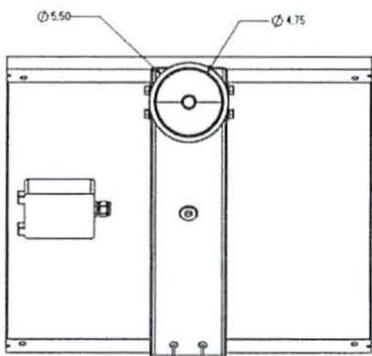
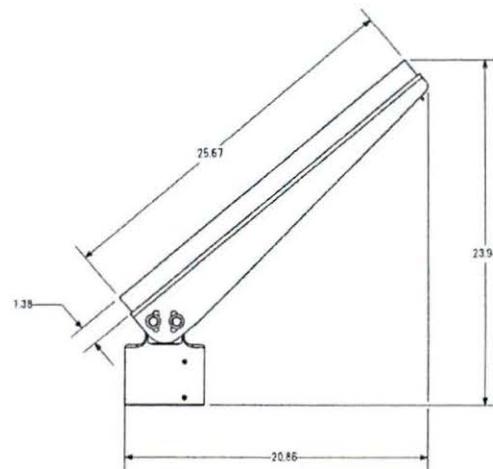
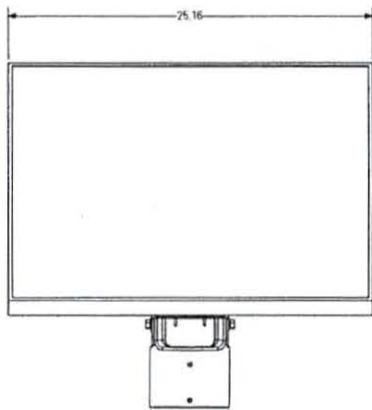
3

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## REVISIONS

REV.	DESCRIPTION	DATE	PCN #	AUTHOR/APPROVED
A	RELEASED FOR SALES SUBMITTAL	6/7/2016	N/A	AK/JP



**TAPCO**  
Safe travels.

TOLERANCE UNLESS  
OTHERWISE SPECIFIED  
HOLE Ø  $\pm 0.03$

DEC MM INCH  
X  $\pm 2.540$   $\pm 0.100$   
XX  $\pm 0.762$   $\pm 0.030$   
XXX  $\pm 0.381$   $\pm 0.015$   
XXXX  $\pm 0.0127$   $\pm 0.0005$

ANGULAR  $\pm 65^\circ$

DESIGNED BY: A. KAVANAUGH 6/7/2016  
DRAWN BY: A. KAVANAUGH 6/7/2016  
CHECKED BY: J. PATTERSON 6/7/2016

TITLE: 55W/12V SOLAR PANEL PACKAGE TOP OF  
POLE MOUNT 4.5 DIA.

SIZE DWG. NO.  
B 2TE-743

MATERIAL

FINISH

INTERPRET GEOMETRIC  
TOLERANCING PER:  
ASME Y14.5-2009

REFERENCE

STORAGE SIZE:

REV. WEIGHT  
A 5.50

SCALE 1:1

SHEET 1 OF 1

## NOTES:

1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
2. SOLAR PANEL ANGLE CAN BE ADJUSTED TO MEET SPECIFIC LOCATION SOLAR REQUIREMENT

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## BULLDOG PUSH BUTTON

### SPECIFICATIONS

POWER INPUT	12 to 36VDC (from control circuit)
PUSH BUTTON	Vandal resistant, ADA compliant
ACTIVATION CONFIRMATION	Red LED and beep confirmation activated when push button is pressed
INSTRUCTIONAL SIGN	9" x 12"; retroreflective sheeting with tamper-resistant mounting screws. Sold separately (PN: 100202)
OPERATING FORCE	3 pounds maximum
PEAK CURRENT DRAW	~350mA
BUTTON ENCLOSURE	Aluminum, powder coated
BUTTON MATERIAL	316 stainless steel
INSTALLATION	2 holes on 2.0" centers, tapped 1/4-20 plus 1/2" or larger hole for wire access
PUSH BUTTON OUTPUT	Driven low to ground when the push button is pressed
OPERATING TEMPERATURE RANGE	-30°F to 165°F (-34°C to 74°C)
DIMENSIONS	3.4" W x 0.9"H x 0.9"D



BULLDOG PUSH BUTTON



R10-25 SIGN  
PN 100202



(800) 236-0112

TAPCOnet.com



## BLINKERBEAM® WIRELESS RADIO

### SPECIFICATIONS

POWER INPUT	5VDC
INPUT	1 digital input, micro USB
OUTPUTS	2 digital output lines, host serial lines for OTA serial
PROGRAMMABILITY	Locally using USB port or front-mounted joystick
LCD DISPLAY	4 lines at 21 characters per line
OPERATION POWER MODES	3 levels available, 0.25, 0.5 or 1 watt
CONNECTIVITY	Activates warning LEDs concurrently
FREQUENCY	License free 900 MHz Frequency Hopping Spread Spectrum with 10 different RF patterns to prevent interference between collocated radio systems
RANGE	900 feet or longer with optional antenna
SERIAL DATA RATE	19,200Baud
STATUS LEDS	Red, green, yellow, amber
FCC ID	2ANWN-02ANWN
AVAILABLE ANTENNAS	6dBi Omni - Fiberglass 3dBi Omni Whip - RPSMA 3dBi Omni Low Profile 10.64dBi Yagi
OPERATING TEMPERATURE	-40°F to 176°F (-40°C to 80°C); less than 90% RH
DIMENSIONS	3.2"W x 3.7"H x 2.5"D



(800) 236-0112

TAPCOnet.com



## IWS CONTROLLER

### SPECIFICATIONS

<b>POWER</b>	6V and 12VDC with power indicator light
<b>INPUTS</b>	2 digital inputs
<b>OUTPUTS</b>	2x two-channel (able to drive two warnings per output)
<b>PROGRAMMABILITY</b>	Locally using serial input (RS232) or remotely using BlinkLink® via cell modem
<b>PROGRAM ACTIVATION OPTIONS</b>	24/7, Dusk 'til Dawn, BlinkLink® Scheduling, Time Clock, Custom Input
<b>LED-WARNING CONTROL COMPATIBILITY</b>	BlinkerSign®, BlinkerBeacon™, RRFB-XL2™
<b>DIMMABILITY</b>	Auto-adjustable via solar panel (6V systems) Auto-adjustable via photocell sensor (12V systems)
<b>INTERNAL SYSTEM CLOCK</b>	Integrated with on-board battery backup
<b>SELF-DIAGNOSTIC CAPABILITY</b>	Internal temperature monitor
<b>DAYLIGHT SAVING TIME</b>	User programmable
<b>OPERATING TEMPERATURE RANGE</b>	-40°F to 176°F (-40°C to 80°C)
<b>ENCLOSURE</b>	IP67 rated
<b>ENCLOSURE DIMENSIONS</b>	3.2"W x 3.7"H x 2.5"D



(800) 236-0112

TAPCOnet.com



## SOLAR PANEL 55W

### SPECIFICATIONS

**POWER** 55W minimum

**NOMINAL VOLTAGE** 12V

**OPEN CIRCUIT VOLTAGE** 22.1V

**SHORT CIRCUIT CURRENT** 3.31A

**MAXIMUM POWER VOLTAGE** 18.18V

**MAXIMUM POWER CURRENT** 3.1A

**GLASS** Tempered

**FRAME** Anodized aluminum

**JUNCTION BOX** IP65, UL94-5VA material

**WEIGHT** 14 pounds

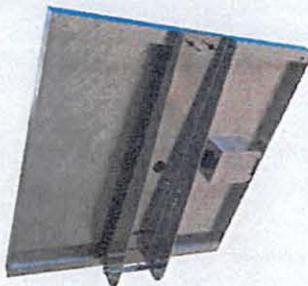
**MOUNTING HARDWARE** Various options available

**OPERATING TEMPERATURE RANGE** -40°F to 194°F (-40°C to 90°C)

**DIMENSIONS** 25"W x 26"H x 1.5"D



FRONT



BACK



(800) 236-0112

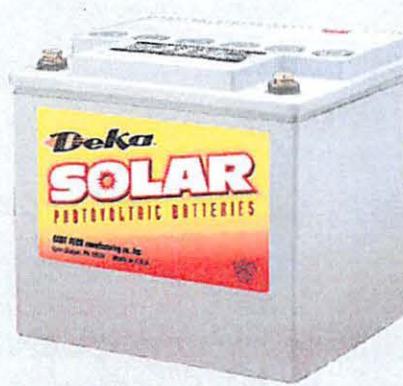
TAPCOnet.com



## BATTERY 48Ah

### SPECIFICATIONS

VOLTAGE	12V
CAPACITY AT C/100	48Ah
OPERATING TEMPERATURE RANGE	-76°F to 140°F (-60°C to 60°C)
VENT	Self sealing
TERMINAL	Insert with 1/4"-20 Round Hole
WEIGHT	32 pounds
DIMENSIONS	7.76" L x 6.62" W x 6.87" H
NON-SPIALBE	As defined by Department of Transportation, International Commercial Airline Organization and International Airline Transport Association definitions



(800) 236-0112

TAPCOnet.com



# TAPCO RRFB-XL2™ CAPACITY RATINGS

## RATED EQUIPMENT

### TAPCO RRFB CONTROLLER ASSEMBLY:

Solid State Flash Controller	Back-to-Back RRFB-XL2™ Light Bars
Solar Charge Regulator	BullDog Push Button
900MHz BlinkerBeam® Wireless Radio	55W 12V Solar Panel
	48Ah 12V VRLA Battery

## MAXIMUM DAILY ACTIVATIONS PER REGION

Northern Climates - Up to 1,000 Activations Per Day

Central Climates - Up to 1,700 Activations Per Day

Southern Climates - Up to 3,400 Activations Per Day

GENERAL LOCATION	DAILY ACTIVATIONS (20 SECONDS EACH)	RATED AUTONOMY (DAYS)	GENERAL LOCATION	DAILY ACTIVATIONS (20 SECONDS EACH)	RATED AUTONOMY (DAYS)
NORTHERN LATITUDES	100	38	SOUTHERN LATITUDES	1800	7
	200	31		1900	7
	300	25		2000	6
	400	22		2100	6
	500	19		2200	6
	600	17		2300	5
	700	15		2400	5
	800	14		2500	5
	900	13		2600	5
	1000	12		2700	5
CENTRAL LATITUDES	1100	11		2800	5
	1200	10		2900	4
	1300	9		3000	4
	1400	9		3100	4
	1500	8		3200	4
	1600	8		3300	4
	1700	7		3400	4

VIII

R. C. No.                    - 19 - 20. By PUBLIC WORKS COMMITTEE. June 3, 2019.

Your Committee to whom was referred Res. No. 33-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to execute the Management Services Agreement between the City of Sheboygan and EOS Recreations LLC regarding the Quarry Park; recommends adopting the Resolution.

*consent.*

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Committee

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

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

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

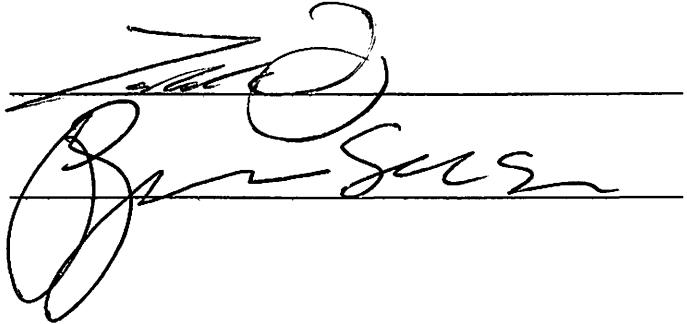
III

4.17

Res. No. 33 - 19 - 20. By Alderpersons Wolf and Sorenson. May 20, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Management Services Agreement between the City of Sheboygan and EOS Recreation LLC regarding the Quarry Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Management Services Agreement with EOS Recreation LLC in form substantially similar to the attached.



Handwritten signatures of the Mayor and City Clerk, appearing to be "John" and "Bry Sorensen".

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

**MANAGEMENT SERVICES AGREEMENT**

THIS MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin (the "City"), and EOS Recreation LLC ("Manager"), collectively, the "Parties."

**RECITALS**

WHEREAS, the City owns Quarryview Park, a public park located at 3401 Calumet Drive, Sheboygan, Wisconsin (the "Quarry Park"); and

WHEREAS, the City finds that the Quarry Park beach, water areas and Quarryview Community Center located in Quarry Park are feature-rich assets which have been historically underutilized by the public; and

WHEREAS, Manager desires to provide certain management services at Quarry Park, and the City is willing to have Manager provide certain management services at Quarry Park; and

WHEREAS, Manager desires to manage and operate the Quarry Park beach, water areas, the Quarryview Community Center and other ancillary areas for the City (hereinafter known as the "Quarry"); and

WHEREAS, the City desires to turn over to Manager the operation and management of the Quarry for the summer season; and

WHEREAS, subject to the terms and conditions hereof, City desires to engage the Manager, and the Manager desires to be engaged, to provide personnel and certain management services to the Quarry in connection therewith.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the mutual promises made herein, the sufficiency of which is acknowledged by the Parties hereto, it is hereby agreed as follows:

ARTICLE I  
ENGAGEMENT OF MANAGER; THE SERVICES

1.1 Engagement of Manager. Subject to the terms and conditions of this Agreement, City hereby engages Manager, and Manager hereby accepts such engagement, to provide the Services (as defined below) at the Quarry, within the area identified in Exhibit "A" attached hereto. In addition, City agrees to provide Manager access to the public parking lot at the Quarry for its operations. Manager shall have access to property beginning the later of the Effective Date and May 25, 2019 and ending September 16, 2019.

1.2 The Services. The Manager shall provide the City with, or make arrangements for the delivery to City of, the following services during the term of this Agreement, all at no cost to the City (collectively, the "Services"):

(a) Provide management expertise and consulting services with respect to recommending and implementing improvements to the Quarry facilities, programs, offerings and attractions;

(b) Manage and operate all aspects of the Quarry and the Quarryview Community Center, including, without limitation, staffing, reservations, reception, concessions, sales, bookkeeping, administration, marketing, advertising and promotion;

(c) Manager shall be responsible for all day-to-day expenses and normal maintenance involved with operations. Manager shall finance all personnel, operations and the proposed new equipment involved with its operations;

(d) Manage and coordinate recreational programs, facilities and equipment for Quarry users. Select and provide products appropriate for the different water depths in the Quarry, as well as different demographic groups. Select and provide site amenities to enhance guest comfort and create a unique destination that will broaden Quarryview Park's appeal and stimulate repeat visits;

(e) Hours of operation for the Quarry beach, open to the public for a daily admission fee shall be 11 a.m. to 5 p.m., seven days per week from the later of the Effective Date and June 3, 2019 and ending September 2, 2019. Hours of

operations and dates of opening and closing can be altered with the approval of both Parties. The City's Superintendent of Parks and Forestry shall have the authority to consent to alterations under this paragraph on behalf of the City;

(f) Manager shall provide an on-site manager and two to ten additional staff members depending on weather, capacity and planned events;

(g) Manager shall provide such other services incidental to the operations of the City's Quarry and Quarryview Community Center as may be reasonably requested by City from time to time; and

(h) Manager shall institute and maintain reasonable safety measures and procedures to include, but not be limited to the following:

(i) Utilize inflatable safety buoys to segregate the shallow-water free zone from any pay-for-play areas;

(ii) Require all users to pass a swim test and receive a wristband as an identifier to use any deep water activity area;

(iii) Require lifejackets and wristbands for all activities in deep water areas, including stand-up paddleboards, pedal boats and kayaks;

(iv) Utilize the existing dock also for the safety stations.

1.3 Scope. The scope of the Services under this Agreement may be enlarged, reduced, or altered from time to time by mutual agreement of the Parties and written amendment of this Agreement. The City shall be responsible for any agreed-upon capital improvements, major site cleanup, and major repairs required on existing facilities and structures.

1.4 Personnel.

(a) Manager shall provide all personnel reasonably necessary for Manager to perform the Services. Such personnel shall at all times be employees or contractors of Manager (collectively, the "Personnel"). Manager, in its sole discretion, shall be responsible for all aspects of the hiring and employment of its employees, including, without limitation,

retirement and welfare plans, conduct policies, workers compensation insurance and compensation. To the extent permitted by law, Manager shall conduct criminal background checks on all prospective hires and condition employment on successful passage of drug screen.

(b) To the extent permitted by law, the City shall have the right, at any time upon at least fourteen (14) days' notice to Manager, to declare any Personnel no longer eligible to perform the Services for City under this Agreement.

(c) Manager may from time to time delegate its obligations hereunder to any person. City reserves the right to approve or disapprove any such delegation.

(d) All of Manager's employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills and safety. All employees shall possess and maintain appropriate licensing and/or certification.

## ARTICLE II COVENANTS OF MANAGER

2.1 Compliance with Law. Manager will use commercially reasonable efforts to assure that the Services are performed in compliance with the requirements of all applicable laws, statutes, ordinances, rules, regulations, or orders of any governmental authorities or regulatory bodies having jurisdiction over Manager or City.

### 2.2 Ownership of Records, Licenses and Systems.

(a) All reports, documents and other information generated solely pursuant to the Services herein or relating solely to the operation of the Quarry and the Quarryview Community Center shall be the property of City.

(b) All business records, documents and other information generated by Manager which may pertain to the Services but which are generated pursuant to or relating to the operation of Manager shall remain the property of Manager.

(c) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by Manager and used in connection with this Agreement shall be the property of Manager, unless otherwise agreed to in writing by Manager and City.

(d) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by City and used in connection with this Agreement shall be the property of City, unless otherwise agreed to in writing by Manager and City.

2.3 Access to Records and Facilities. The Manager shall make available to the City, its agents and attorneys, at all times during normal business hours, all records and other information described in Section 2.2 hereof which relate to Services under this Agreement. The Manager shall promptly respond to any questions from the City with respect to such records and shall confer with the City at all reasonable times, upon request, concerning the operations of the Quarry (including the Quarryview Community Center). In addition, the City or the City's officers or designated agents shall have the right at any reasonable time or interval to examine Manager's books of account for the Quarry or any portion thereof. Manager acknowledges that certain of its records may be subject to disclosure under applicable public record laws.

2.4 Insurance.

(a) Manager agrees, at its sole cost and expense, to obtain and maintain commercial general liability insurance coverage in an amount not less than \$2,000,000 with respect to its operation of the Quarry, for the benefit of both the City and Manager and agrees to name the City as additional insured.

(b) Each party shall obtain and maintain property insurance coverage on their respective assets.

2.5 Performance Standards. The Manager shall undertake all of the Services in accordance with the reasonable performance standards established by City for the Services.

ARTICLE III  
FEES AND PAYMENT

3.1 Manager shall pay to the City a fee of \$1.00 for making the facilities available. Manager shall be entitled to retain all of the proceeds which it generates from the operation of the Quarry and the Quarryview Community Center under this Agreement.

ARTICLE IV  
RELATIONSHIP OF THE PARTIES

4.1 Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.

4.2 Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.

ARTICLE V  
HOLD HARMLESS

5.1 Indemnification. Manager agrees that it shall hold harmless and defend and indemnify the City from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and expenses), which may arise during the term of this use as a result of the use and/or occupancy of the premises by its officers, agents and employees, or others acting by, through or under the express or implied authority of Manager including, but not limited to, any such claims, liabilities, losses, damages or expenses which may arise as a result of any personal injury, death or property damage occurring on or about the premises, except to the extent caused by the negligence or willful misconduct of the City. City agrees to defend, indemnify and hold harmless Manager and its shareholders, directors, officers, employees, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of the City's ownership of the Quarry unrelated to the Services set forth in this agreement, provided, however, that the City shall not defend, indemnify or hold Manager harmless from and against, and Manager shall not be exculpated from any claim, action, damage, expense, loss or liability directly or indirectly caused by or arising from bad faith recklessness, gross negligence, gross misconduct or willful misconduct of Manager, or arising out of

any breach of representations or any of its obligations pursuant to this Agreement. The Parties shall notify each other of the existence of claims relating to the Quarry or the services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

#### ARTICLE VI TERM AND TERMINATION

6.1 Term. This Agreement shall commence upon the Effective Date and continue in full force and effect during the 2019 summer swimming season at the Quarry, ending on or about the end of the Labor Day weekend, but in no event later than September 16, 2019. This Agreement may be renewed upon written agreement of the Parties, subject to such terms and modifications as the Parties may agree.

6.2 Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen (15) days' written notice to the other party:

(a) Bankruptcy. By either party, if the other party shall file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.

(b) Breach. By either party, if the other party shall default in the performance of this Agreement and the default shall continue for a period of fifteen (15) days after written notice to the other party stating specifically the default.

(c) Transfer of Business. By City, if Manager shall be acquired by, or transfer substantially all of its assets or business to, any third party.

6.3 Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five (45) days' written notice to the other party.

#### 6.4 Effect of Termination or Expiration.

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

(b) After any termination of this Agreement, the following shall apply:

(i) Manager shall promptly deliver to City all of City's park property and facilities in the possession of Manager, including, without limitation, any property of City described in Section 2.2 hereof.

(ii) The parties shall promptly conduct a final accounting of the amounts due under Section 3.1 hereof, and any amount due either party under such accounting shall be promptly paid by the other party.

## ARTICLE VII MISCELLANEOUS

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

7.2 Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 7.2. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

7.3 Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

7.4 Amendment. This Agreement may be amended only by a writing signed by both parties.

7.5 Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.

7.6 Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns, and, subject to Section 6.2(c) hereof, any corporate successors by merger, consolidation or other corporate reorganizations, without limitation.

7.8 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.

7.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

7.10 Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

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

**MANAGER:**

EOS RECREATION LLC

**CITY:**

CITY OF SHEBOYGAN

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

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

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

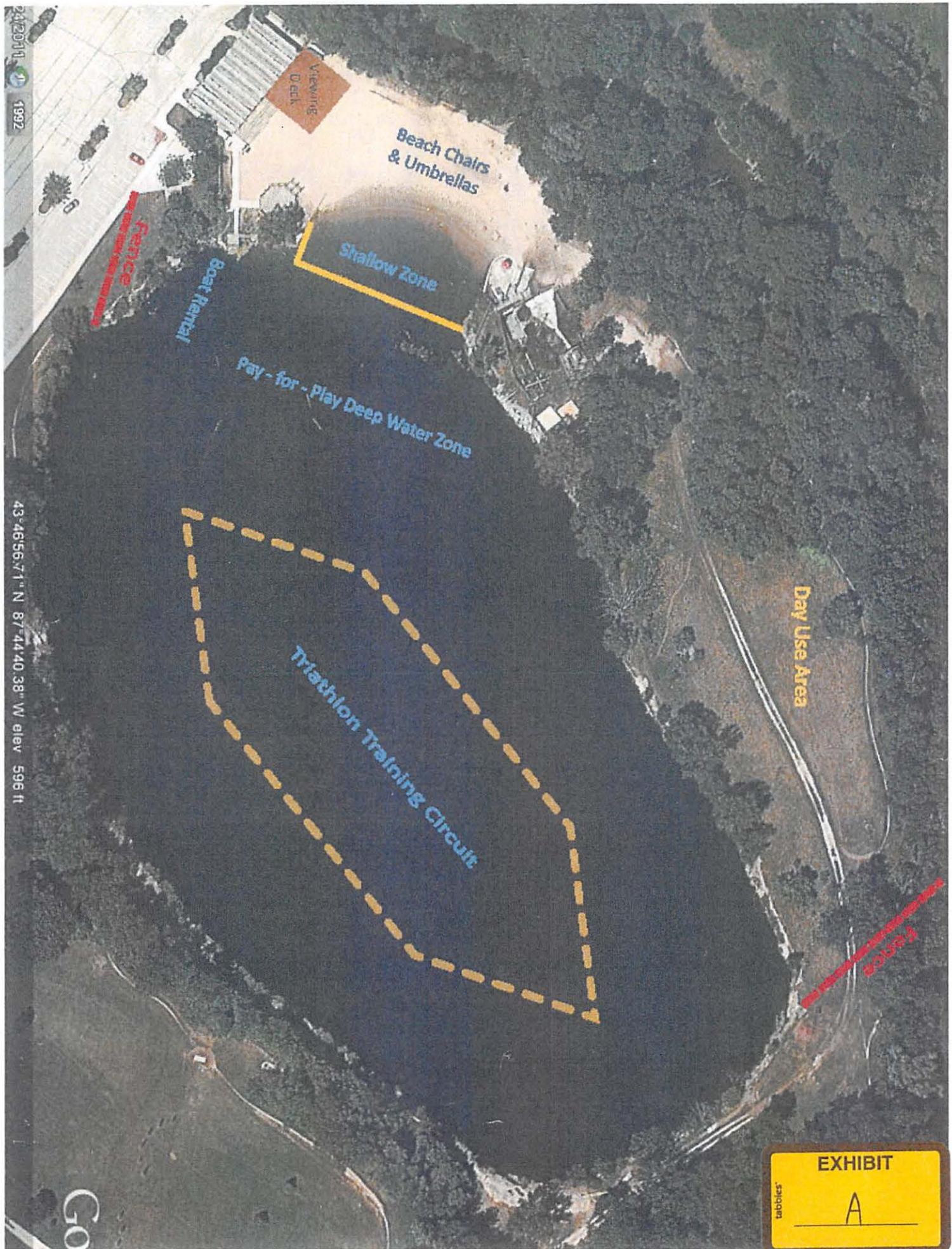
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Meredith DeBruin  
City Clerk

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

**EXHIBIT "A"**



**MANAGEMENT SERVICES AGREEMENT**

THIS MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin (the "City"), and EOS Recreation LLC ("Manager"), collectively, the "Parties."

**RECITALS**

WHEREAS, the City owns Quarryview Park, a public park located at 3401 Calumet Drive, Sheboygan, Wisconsin (the "Quarry Park"); and

WHEREAS, the City finds that the Quarry Park beach, water areas and Quarryview Community Center located in Quarry Park are feature-rich assets which have been historically underutilized by the public; and

WHEREAS, Manager desires to provide certain management services at Quarry Park, and the City is willing to have Manager provide certain management services at Quarry Park; and

WHEREAS, Manager desires to manage and operate the Quarry Park beach, water areas, the Quarryview Community Center and other ancillary areas for the City (hereinafter known as the "Quarry"); and

WHEREAS, the City desires to turn over to Manager the operation and management of the Quarry for the summer season; and

WHEREAS, subject to the terms and conditions hereof, City desires to engage the Manager, and the Manager desires to be engaged, to provide personnel and certain management services to the Quarry in connection therewith.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the mutual promises made herein, the sufficiency of which is acknowledged by the Parties hereto, it is hereby agreed as follows:

ARTICLE I  
ENGAGEMENT OF MANAGER; THE SERVICES

1.1 Engagement of Manager. Subject to the terms and conditions of this Agreement, City hereby engages Manager, and Manager hereby accepts such engagement, to provide the Services (as defined below) at the Quarry, within the area identified in Exhibit "A" attached hereto. In addition, City agrees to provide Manager access to the public parking lot at the Quarry for its operations. Manager shall have access to property beginning the later of the Effective Date and May 25, 2019 and ending September 16, 2019.

1.2 The Services. The Manager shall provide the City with, or make arrangements for the delivery to City of, the following services during the term of this Agreement, all at no cost to the City (collectively, the "Services"):

(a) Provide management expertise and consulting services with respect to recommending and implementing improvements to the Quarry facilities, programs, offerings and attractions;

(b) Manage and operate all aspects of the Quarry and the Quarryview Community Center, including, without limitation, staffing, reservations, reception, concessions, sales, bookkeeping, administration, marketing, advertising and promotion;

(c) Manager shall be responsible for all day-to-day expenses and normal maintenance involved with operations. Manager shall finance all personnel, operations and the proposed new equipment involved with its operations;

(d) Manage and coordinate recreational programs, facilities and equipment for Quarry users. Select and provide products appropriate for the different water depths in the Quarry, as well as different demographic groups. Select and provide site amenities to enhance guest comfort and create a unique destination that will broaden Quarryview Park's appeal and stimulate repeat visits;

(e) Hours of operation for the Quarry beach, open to the public for a daily admission fee shall be 11 a.m. to 5 p.m., seven days per week from the later of the Effective Date and June 3, 2019 and ending September 2, 2019. Hours of

operations and dates of opening and closing can be altered with the approval of both Parties. The City's Superintendent of Parks and Forestry shall have the authority to consent to alterations under this paragraph on behalf of the City;

(f) Manager shall provide an on-site manager and two to ten additional staff members depending on weather, capacity and planned events;

(g) Manager shall provide such other services incidental to the operations of the City's Quarry and Quarryview Community Center as may be reasonably requested by City from time to time; and

(h) Manager shall institute and maintain reasonable safety measures and procedures to include, but not be limited to the following:

(i) Utilize inflatable safety buoys to segregate the shallow-water free zone from any pay-for-play areas;

(ii) Require all users to pass a swim test and receive a wristband as an identifier to use any deep water activity area;

(iii) Require lifejackets and wristbands for all activities in deep water areas, including stand-up paddleboards, pedal boats and kayaks;

(iv) Utilize the existing dock also for the safety stations.

1.3 Scope. The scope of the Services under this Agreement may be enlarged, reduced, or altered from time to time by mutual agreement of the Parties and written amendment of this Agreement. The City shall be responsible for any agreed-upon capital improvements, major site cleanup, and major repairs required on existing facilities and structures.

1.4 Personnel.

(a) Manager shall provide all personnel reasonably necessary for Manager to perform the Services. Such personnel shall at all times be employees or contractors of Manager (collectively, the "Personnel"). Manager, in its sole discretion, shall be responsible for all aspects of the hiring and employment of its employees, including, without limitation,

retirement and welfare plans, conduct policies, workers compensation insurance and compensation. To the extent permitted by law, Manager shall conduct criminal background checks on all prospective hires and condition employment on successful passage of drug screen.

(b) To the extent permitted by law, the City shall have the right, at any time upon at least fourteen (14) days' notice to Manager, to declare any Personnel no longer eligible to perform the Services for City under this Agreement.

(c) Manager may from time to time delegate its obligations hereunder to any person. City reserves the right to approve or disapprove any such delegation.

(d) All of Manager's employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills and safety. All employees shall possess and maintain appropriate licensing and/or certification.

## ARTICLE II COVENANTS OF MANAGER

2.1 Compliance with Law. Manager will use commercially reasonable efforts to assure that the Services are performed in compliance with the requirements of all applicable laws, statutes, ordinances, rules, regulations, or orders of any governmental authorities or regulatory bodies having jurisdiction over Manager or City.

### 2.2 Ownership of Records, Licenses and Systems.

(a) All reports, documents and other information generated solely pursuant to the Services herein or relating solely to the operation of the Quarry and the Quarryview Community Center shall be the property of City.

(b) All business records, documents and other information generated by Manager which may pertain to the Services but which are generated pursuant to or relating to the operation of Manager shall remain the property of Manager.

(c) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by Manager and used in connection with this Agreement shall be the property of Manager, unless otherwise agreed to in writing by Manager and City.

(d) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by City and used in connection with this Agreement shall be the property of City, unless otherwise agreed to in writing by Manager and City.

2.3 Access to Records and Facilities. The Manager shall make available to the City, its agents and attorneys, at all times during normal business hours, all records and other information described in Section 2.2 hereof which relate to Services under this Agreement. The Manager shall promptly respond to any questions from the City with respect to such records and shall confer with the City at all reasonable times, upon request, concerning the operations of the Quarry (including the Quarryview Community Center). In addition, the City or the City's officers or designated agents shall have the right at any reasonable time or interval to examine Manager's books of account for the Quarry or any portion thereof. Manager acknowledges that certain of its records may be subject to disclosure under applicable public record laws.

2.4 Insurance.

(a) Manager agrees, at its sole cost and expense, to obtain and maintain commercial general liability insurance coverage in an amount not less than \$2,000,000 with respect to its operation of the Quarry, for the benefit of both the City and Manager and agrees to name the City as additional insured.

(b) Each party shall obtain and maintain property insurance coverage on their respective assets.

2.5 Performance Standards. The Manager shall undertake all of the Services in accordance with the reasonable performance standards established by City for the Services.

ARTICLE III  
FEES AND PAYMENT

3.1 Manager shall pay to the City a fee of \$1.00 for making the facilities available. Manager shall be entitled to retain all of the proceeds which it generates from the operation of the Quarry and the Quarryview Community Center under this Agreement.

ARTICLE IV  
RELATIONSHIP OF THE PARTIES

4.1 Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.

4.2 Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.

ARTICLE V  
HOLD HARMLESS

5.1 Indemnification. Manager agrees that it shall hold harmless and defend and indemnify the City from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and expenses), which may arise during the term of this use as a result of the use and/or occupancy of the premises by its officers, agents and employees, or others acting by, through or under the express or implied authority of Manager including, but not limited to, any such claims, liabilities, losses, damages or expenses which may arise as a result of any personal injury, death or property damage occurring on or about the premises, except to the extent caused by the negligence or willful misconduct of the City. City agrees to defend, indemnify and hold harmless Manager and its shareholders, directors, officers, employees, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of the City's ownership of the Quarry unrelated to the Services set forth in this agreement, provided, however, that the City shall not defend, indemnify or hold Manager harmless from and against, and Manager shall not be exculpated from any claim, action, damage, expense, loss or liability directly or indirectly caused by or arising from bad faith recklessness, gross negligence, gross misconduct or willful misconduct of Manager, or arising out of

any breach of representations or any of its obligations pursuant to this Agreement. The Parties shall notify each other of the existence of claims relating to the Quarry or the services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

#### ARTICLE VI TERM AND TERMINATION

6.1 Term. This Agreement shall commence upon the Effective Date and continue in full force and effect during the 2019 summer swimming season at the Quarry, ending on or about the end of the Labor Day weekend, but in no event later than September 16, 2019. This Agreement may be renewed upon written agreement of the Parties, subject to such terms and modifications as the Parties may agree.

6.2 Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen (15) days' written notice to the other party:

(a) Bankruptcy. By either party, if the other party shall file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.

(b) Breach. By either party, if the other party shall default in the performance of this Agreement and the default shall continue for a period of fifteen (15) days after written notice to the other party stating specifically the default.

(c) Transfer of Business. By City, if Manager shall be acquired by, or transfer substantially all of its assets or business to, any third party.

6.3 Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five (45) days' written notice to the other party.

6.4 Effect of Termination or Expiration.

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

(b) After any termination of this Agreement, the following shall apply:

(i) Manager shall promptly deliver to City all of City's park property and facilities in the possession of Manager, including, without limitation, any property of City described in Section 2.2 hereof.

(ii) The parties shall promptly conduct a final accounting of the amounts due under Section 3.1 hereof, and any amount due either party under such accounting shall be promptly paid by the other party.

#### ARTICLE VII MISCELLANEOUS

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

7.2 Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 7.2. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

7.3 Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

7.4 Amendment. This Agreement may be amended only by a writing signed by both parties.

7.5 Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.

7.6 Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns, and, subject to Section 6.2(c) hereof, any corporate successors by merger, consolidation or other corporate reorganizations, without limitation.

7.8 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.

7.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

7.10 Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

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

**MANAGER:**

EOS RECREATION LLC

By: Chris Miller

Date: 6/8/19

**CITY:**

CITY OF SHEBOYGAN

By: Michael J. Vandersteen  
Michael J. Vandersteen  
Mayor

Date: 6-7-2019

**ATTEST:**

Meredith DeBruin  
Meredith DeBruin  
City Clerk

Date: 6-10-19

**EXHIBIT "A"**

44-2044-1  
1992

43°46'56.71" N 87°44'40.38" W elev 596 ft



EXHIBIT

1000'

A

R. C. No. - 19 - 20. By PUBLIC WORKS COMMITTEE. June 3, 2019.

Your Committee to whom was referred Res. No. 34-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to enter into a contract for the restoration and refinishing of the steel railings along the south side of the Sheboygan River and east of the Eighth Street Bridge and specific railings adjacent to, and immediately west of the Eighth Street Bridge; 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

Approved 20 . , Mayor

Approved 20 . , Mayor

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

III

4.18

Res. No. 34 - 19 - 20. By Alderpersons Wolf and Sorenson. May 20, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the restoration and refinishing of the steel railings along the south side of the Sheboygan River and east of the Eighth Street Bridge and specific railings adjacent to, and immediately west of the Eighth Street Bridge.

WHEREAS, in 2017 the City had the steel railings on the north side of the Sheboygan River that are between the Eighth Street Bridge and the Coast Guard Station restored and refinished; and

WHEREAS, the City has included the restoration and refinishing of the steel railings on the south side of the Sheboygan River (the "Project") in the 2019 Capital Improvements Plan; and

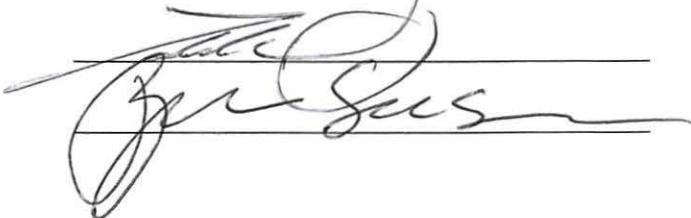
WHEREAS, Staff has obtained and reviewed competitive bids for the Project; and

WHEREAS, the lowest bid, from Service Painting Corporation of Milwaukee, Wisconsin, meets all of the requirements from the bid documents.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Service Painting Corporation in substantially similar form to that attached, for the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$119,000.00 from the 2019 Community Development Block Grant Fund for Sidewalk/Trail Improvements (Account No. 21961100-631300) in payment of same.

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

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
SERVICE PAINTING CORPORATION**

**REGARDING THE RESTORATION AND REFINISHING OF STEEL RAILINGS ALONG  
THE SOUTH SIDE OF THE SHEBOYGAN RIVER**

This Agreement ("Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Service Painting Corporation ("Contractor").

**WITNESSETH:**

WHEREAS, the City desires to have certain steel railings along the south side of the Sheboygan River restored and refinished; and

WHEREAS, Contractor is willing and able to provide the City with the necessary services under the terms set forth in this Agreement.

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

**Article 1. Scope of Services**

Contractor shall provide all services, materials, labor, and tools necessary to restore and refinish approximately 18,700 lineal feet of protective railing and posts along the Promenade—primarily on the South and East side of the Sheboygan River in the City of Sheboygan—with a one-coat epoxy and one-coat urethane system (the "Services").

For ease of identification, there are four areas where the Services will be performed:

1. Area A – the South Side of the Sheboygan River east of the Eighth Street Bridge
  - a. This is an area with approximately 478 48" tall vertical posts (a total of approximately 1,912 lineal feet of posts) and 3,216 running feet of railing with four horizontal rails per section (a total of approximately 12,864 lineal feet of railing)
2. Area B – the South Side of the Sheboygan River west of the Eighth Street Bridge (west of the now-closed Sprecher's Restaurant)
  - a. This is an area with approximately 80 48" tall vertical posts (a total of approximately 320 lineal feet of posts) and 510 running feet of railing with four horizontal rails per section (a total of approximately 2,040 lineal feet of railing)
3. Area C – the North Side of the Sheboygan River under the bridge and west to the Boat Landing
  - a. This is an area with approximately 47 48" tall vertical posts (a total of approximately 188 lineal feet of posts) and 217 running feet of railing with four horizontal rails per section (a total of approximately 868 lineal feet of railing)

4. Area D – the North Side of the Sheboygan River in the vicinity of the Boat Landing
  - a. This is an area with approximately 22 48" tall vertical posts (a total of approximately 88 lineal feet of post) and 105 running feet of railing with four horizontal rails per section (a total of approximately 420 lineal feet of railing).

For the avoidance of doubt, the Services include all necessary surface preparation, priming, and painting with one coat epoxy and one coat urethane finish of all railings, gates, fittings, and mountings within the project boundaries. Along portions of the project there may be a vertical steel "kick plate" at the bottom of the railings where they meet the seawall; these plates will be prepared and coated as part of the Services.

Surface Preparation shall include:

- Any necessary cleaning such that the surfaces that will have Epoxy Coat and Urethane Finish applied (the "Surfaces") are clean, dry, and free of all dirt, dust, efflorescence, wax, oil, grease, chalk, or any other contaminant that would interfere with adhesion of the coatings to the surface.
- All visible oil, grease, soluble residues, and salts will be removed from the Surfaces before the Power Tool Cleaning (set forth below) pursuant to the methods set forth in Steel Surfaces Paint Council Surface Preparation 1 ("SSPC-SP1").
- All Surfaces will be cleaned with power tools to remove all loose mill scale, loose rust, and other detrimental foreign matter ("Power Tool Cleaning"). Adherent mill scale, adherent rust, and adherent paint need not be removed. Mill scale, rust, and paint are considered "adherent" if they cannot be removed by lifting with a dull putty knife.
- In light of the proximity to the Sheboygan River, the Parties acknowledge that the use of media or water blasting to prepare the Surfaces may not be a viable option.
- Treatment of any areas found to contain mildew with a solution of one part household bleach to three parts water. (Ammonia shall not be added to this solution.) The solution shall be allowed to remain on the surface for 3-5 minutes prior to rinsing. After rinsing, the affected Surface shall be allowed to dry completely prior to primer or coating application.
- All areas where existing paint is suitable to remain shall be "feathered" to create a smooth transition between bare metal and previously painted surfaces.

The Epoxy Coat shall include:

- One coat of Diamond Vogel Multi-E-POXY 180 High Build Epoxy Primer or Sherwin-Williams Macropoxy 646 Fast Cure Epoxy or Equal
- Primer shall be applied by brush or roller at a thickness of 5-10 Mils DFT

The Urethane Finish shall include:

- One coat of Diamond Vogel Multi-Thane 330 High Solids Acrylic Polyurethane or Sherwin-Williams Acrolon 218 HS Acrylic Polyurethane or Equal
- Primer shall be applied at a thickness of 3-5 Mils DFT pursuant to the Manufacturer's Recommendations.

Throughout the Services, Contractor shall:

- Adhere to all specifications set by the manufacturer of any materials used to complete the Services, including the epoxy and the urethane.
- Apply all coatings in a uniform coat, free of drips, runs, or sagging.
- Take all measures necessary to prevent foreign material from entering the Sheboygan River
- Maintain safe access to all areas along the Work Site, including restaurants and other commercial businesses and docking for charter boats and personal watercraft, at all times.
- Inspect the work site at the end of each work day and ensure that the work site is left in a safe and secure condition.
- Avoid loud music or any other unprofessional behavior
- Ensure suitable rest room facilities are available for its employees

Contractor shall obtain all applicable City permits and licenses, and pay all applicable City fees prior to beginning demolition. Contractor shall ensure any permitted sub-contractor has also obtained any and all applicable City permits and licenses, and paid all applicable City fees.

Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

#### **Article 2. Standard of Care**

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance.

Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care. This shall include any coat of epoxy or urethane that is not applied at the specified dry film thickness rate, which shall be remedied by the application of an additional coat at no expense to the City.

Contractor shall be responsible to repair any damage incurred during the Services.

The materials installed as a result of this Agreement shall be fully warranted against defects by the Contractor for one (1) year from date of final acceptance. Upon receipt of notice of defect from the City, the Contractor shall promptly correct or replace any and all materials or workmanship found to be defective. All manufacturer’s warranties shall also apply and be honored by Contractor.

#### **Article 3. Responsibilities of the City**

The City designates Bernie Rammer as its designated project manager for purposes of this Agreement.

The City will remove any items attached to railings, such as signage or ring buoys prior to Contractor refinishing and shall reinstall the items following completion of the Services and the appropriate cure time. Contractor shall communicate with the City regarding its schedule of work so that the City can remove (and replace) the appropriate items at the appropriate times.

The City will assist the Contractor in obtaining access to temporary electrical power. In areas where access to power is not available, Contractor shall be responsible for providing adequate power utilizing portable generators.

The City will designate a suitable location on which Contractor may park a job trailer in which to store tools and equipment.

**Article 4. Compensation**

The City shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Nineteen Thousand Dollars (\$119,000.00).

Upon completion of the Services, Contractor shall submit an invoice to the City.

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

The invoice shall be sent to:

Bernie Rammer  
City of Sheboygan  
828 Center Ave.  
Sheboygan, Wisconsin 53081

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

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

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

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

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

### **Article 5. Appropriation of Funds**

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

### **Article 6. Performance and Payment Bond**

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

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

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

### **Article 7. Schedule**

The Services may begin as soon as this Agreement has been fully executed, the City has issued a Notice to Proceed, and the Contractor has completed any conditions precedent to beginning the Services.

Once work commences, work will be performed Monday through Friday on a continuous basis until completion (weather permitting). Weekend work is permitted but is not required.

All Services, and all invoices for all Services, shall be complete by December 31, 2019. Completion of services shall mean the Services have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by December 31, 2019.

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

### **Article 8. Liquidated Damages**

In the event the Contractor fails to complete the Services pursuant to the Schedule set forth in this Agreement, there shall be deducted from any monies due or that may become due the contractor, for each and every calendar day that the work remains uncompleted, One Hundred Dollars (\$100.00).

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from the Contractor by reason of inconvenience to the public.

Permitting the contractor to continue and finish the Services or any portion of the Services after the time set forth in the Schedule shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

#### **Article 9. Quality of Materials**

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

#### **Article 10. Safety Requirements**

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

#### **Article 11. Open Records**

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

#### **Article 12. Termination**

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor

shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

### **Article 13. Default**

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

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

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

### **Article 14. Identity of Contractor**

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

### **Article 15. Independent Contractor Status**

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

### **Article 16. Indemnification**

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

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

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

#### **Article 17. Insurance**

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

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

- a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Public Liability and Property Damage Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Public Liability and Property Insurance with a policy limit of at least \$2,000,000 for injuries (including accidental death to any one person), and a policy limit of at least \$2,000,000 for property damage.

c. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

#### **Article 18. Conflict of Interest**

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

#### **Article 19. Waiver**

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

#### **Article 20. Severability**

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

#### **Article 21. Assignment**

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

#### **Article 22. Third Party Rights**

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

#### **Article 23. Governing Law and Venue**

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

#### **Article 24. Non-Discrimination**

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

#### **Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

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

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

#### **Article 26. Notices**

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

**City:**

**Contractor:**

City Clerk	William G. Stevens
City of Sheboygan	2727 W. Mill Road
828 Center Ave.	Milwaukee, WI 53209
Sheboygan, Wisconsin 53081	

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

#### **Article 27. Intent to be Bound**

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

### **Article 28. Force Majeure**

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

### **Article 29. Integration and Modification**

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

### **Article 30. Non-Collusion**

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

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

### **Article 31. Provisions Related to Federal Funding**

This Agreement is being funded by funds from the U.S. Department of Housing and Urban Development Community Development Block Grant Program. Therefore, the following provisions apply:

- a. **Prevailing Wage.** Contractor and any approved sub-contractor shall pay each individual who works on the Services a wage not less than the prevailing wage rates as established by the United States Department of Labor in Wage Rate Determination #WI190016, which is attached to this Agreement as Exhibit 1 and incorporated herein by reference. The highest wage rate for each trade or occupation shall apply.
- b. **Payroll Monitoring and Reporting.** The City has contracted with a third party to monitor payroll activity during the provision of the Services in order to ensure that wage and hour reporting is performed in a manner acceptable to the United States Department of Labor. Contractor shall provide all documents reasonably requested by the City's payroll monitor.

This shall include the completion of any necessary forms, including a Statement of Compliance regarding fringe benefits.

c. Section 3 of the Housing and Urban Development Act of 1968.

- i. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (codified at 12 U.S.C. § 1701u) (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- ii. The parties to this Agreement agree to comply with HUD’s regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR part 135.
- iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- iv. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause [all of Section 31(c) of this Agreement constitutes the “Section 3 clause”], upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Contractor’s obligations under 24 CFR part 135.
- vi. Non-compliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this

Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

- d. Federal Labor Standards Provisions. The Federal Labor Standards set forth in Form HUD-4010, a copy of which is attached to this Agreement as Exhibit 2, are incorporated into this Agreement by reference and shall also apply to this Agreement.

## **Article 32. Other Provisions**

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

- f. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.
- g. Loss or Damage to Contractors Equipment or Materials. Under no circumstances shall the City be liable for any loss or damage to Contractor's equipment or materials that are left on site overnight or over a weekend or Holiday. Contractor retains sole responsibility to ensure that all tools, material, and equipment are properly secured at the end of each work day.

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

**CITY OF SHEBOYGAN, WISCONSIN**

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

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

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

**CONTRACTOR**

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

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

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

## Federal Labor Standards Provisions

**U.S. Department of Housing  
and Urban Development  
Office of Labor Relations**

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: WI20190016 01/04/2019

Superseded General Decision Number: WI20180016

State: Wisconsin

Construction Type: Building

Counties: Calumet, Outagamie, Sheboygan and Winnebago

Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply

to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date  
0                            01/04/2019

ASBE0205-010 06/01/1998

## Rates Fringes

## Asbestos Removal

worker/hazardous material  
handler

Includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not.....\$ 16.56

BOIL0107-001 01/01/2017

## Rates Fringes

## BOILERMAKER

Boilermaker.....	\$ 35.65	29.89
Small Boiler Repair (under		
25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0011-003 06/01/2016

## BRICKLAYER

Bricklayer, Cement Mason,	
Plasterer, Tile Layer.....\$ 32.22	20.57

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CARP0252-001 06/01/2016

Rates	Fringes
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CARPENTER (Including Drywall  
Hanging, Acoustical work,  
Excluding Batt Insulation)

CARPENTER & SOFT FLOOR

LAYER.....\$ 33.56	18.00
MILLWRIGHT.....\$ 35.08	18.35
PILEDRIVERMAN.....\$ 34.12	18.00

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\* ELEC0494-003 06/01/2018

Rates	Fringes
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## Sound &amp; Communications

Installer.....\$ 19.56	15.78
Technician.....\$ 28.99	16.25

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or

products

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ELEC0494-012 06/01/2018

CALUMET (New Holstein Twp.) & SHEBOYGAN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.40	22.08

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ELEC0577-002 06/01/2018

CALUMET (Except Township of New Holstein), OUTAGAMIE, AND  
WINNEBAGO COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.18	18.59

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ENGI0139-002 06/04/2018

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 40.72	21.60
Group 2.....	\$ 39.47	21.60
Group 3.....	\$ 38.17	21.60
Group 4.....	\$ 37.64	21.60
Group 5.....	\$ 35.57	21.60
Group 6.....	\$ 34.04	21.60

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour

EPA Level ""B"" Protection: \$2.00 per hour

EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,000 lbs & over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; Over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete Pumps 46 meter & under; Grout Pumps; Rotec Type Machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Maaerial Haulers

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch

Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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IRON0008-001 06/01/2017

Rates Fringes

IRONWORKER.....\$ 33.19 26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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LAB00330-004 06/04/2018

Rates Fringes

Asbestos Abatement/Hazardous Waste (Preparation, removal,

and Encapsulation of  
hazardous materials from  
non-mechanical systems).....\$ 25.88 17.20  
Laborer, General.....\$ 27.38 17.20

NOTE: Mason Tender \$.25 over general laborer.

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PAIN0802-008 06/01/2017

	Rates	Fringes
PAINTER.....	\$ 22.82	11.52
Brush, Drywall Taper.....	\$ 28.55	17.72

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PAIN1204-001 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 28.34	19.65

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PLUM0400-001 06/04/2018

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work)		
(1) Small buildings (except industrial and power plants) where plumbing or heating is \$50,000 or less.....	\$ 32.15	17.57
(2) All other work.....	\$ 36.74	19.06

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SFWI0669-002 04/01/2016

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.48	19.36

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SHEE0018-025 06/01/2018

## CALUMET &amp; SHEBOYGAN COUNTIES

Rates Fringes

Sheet Metal Worker (Including  
HVAC duct work and Technician)...\$ 33.26 25.07

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SHEE0018-029 06/01/2018

## OUTAGAMIE AND WINNEBAGO COUNTIES

Rates Fringes

Sheet Metal Worker (Including  
HVAC duct work and Technician)...\$ 33.56 25.21

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TEAM0662-001 06/01/2018

Rates Fringes

## TRUCK DRIVER

1 & 2 Axles.....\$ 28.12 21.20  
3 or more Axles.....\$ 28.27 21.20

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SUWI2002-013 01/23/2002

Rates Fringes

Asbestos Worker/Heat and  
Frost Insulator.....\$ 25.36 8.37

## Laborers:

Concrete Worker.....\$ 16.34 3.59  
Landscape.....\$ 8.73 4.90

ROOFER.....\$ 18.01 3.28

Tile & Marble Finisher.....\$ 13.89 8.36

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
SERVICE PAINTING CORPORATION**

**REGARDING THE RESTORATION AND REFINISHING OF STEEL RAILINGS ALONG  
THE SOUTH SIDE OF THE SHEBOYGAN RIVER**

This Agreement ("Agreement") is made and entered into effective this 4<sup>th</sup> day of June, 2019 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Service Painting Corporation ("Contractor").

**WITNESSETH:**

WHEREAS, the City desires to have certain steel railings along the south side of the Sheboygan River restored and refinished; and

WHEREAS, Contractor is willing and able to provide the City with the necessary services under the terms set forth in this Agreement.

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

**Article 1. Scope of Services**

Contractor shall provide all services, materials, labor, and tools necessary to restore and refinish approximately 18,700 lineal feet of protective railing and posts along the Promenade—primarily on the South and East side of the Sheboygan River in the City of Sheboygan—with a one-coat epoxy and one-coat urethane system (the "Services").

For ease of identification, there are four areas where the Services will be performed:

1. Area A – the South Side of the Sheboygan River east of the Eighth Street Bridge
  - a. This is an area with approximately 478 48" tall vertical posts (a total of approximately 1,912 lineal feet of posts) and 3,216 running feet of railing with four horizontal rails per section (a total of approximately 12,864 lineal feet of railing)
2. Area B – the South Side of the Sheboygan River west of the Eighth Street Bridge (west of the now-closed Sprecher's Restaurant)
  - a. This is an area with approximately 80 48" tall vertical posts (a total of approximately 320 lineal feet of posts) and 510 running feet of railing with four horizontal rails per section (a total of approximately 2,040 lineal feet of railing)
3. Area C – the North Side of the Sheboygan River under the bridge and west to the Boat Landing
  - a. This is an area with approximately 47 48" tall vertical posts (a total of approximately 188 lineal feet of posts) and 217 running feet of railing with four horizontal rails per section (a total of approximately 868 lineal feet of railing)

4. Area D – the North Side of the Sheboygan River in the vicinity of the Boat Landing
  - a. This is an area with approximately 22 48" tall vertical posts (a total of approximately 88 lineal feet of post) and 105 running feet of railing with four horizontal rails per section (a total of approximately 420 lineal feet of railing).

For the avoidance of doubt, the Services include all necessary surface preparation, priming, and painting with one coat epoxy and one coat urethane finish of all railings, gates, fittings, and mountings within the project boundaries. Along portions of the project there may be a vertical steel "kick plate" at the bottom of the railings where they meet the seawall; these plates will be prepared and coated as part of the Services.

Surface Preparation shall include:

- Any necessary cleaning such that the surfaces that will have Epoxy Coat and Urethane Finish applied (the "Surfaces") are clean, dry, and free of all dirt, dust, efflorescence, wax, oil, grease, chalk, or any other contaminant that would interfere with adhesion of the coatings to the surface.
- All visible oil, grease, soluble residues, and salts will be removed from the Surfaces before the Power Tool Cleaning (set forth below) pursuant to the methods set forth in Steel Surfaces Paint Council Surface Preparation 1 ("SSPC-SP1").
- All Surfaces will be cleaned with power tools to remove all loose mill scale, loose rust, and other detrimental foreign matter ("Power Tool Cleaning"). Adherent mill scale, adherent rust, and adherent paint need not be removed. Mill scale, rust, and paint are considered "adherent" if they cannot be removed by lifting with a dull putty knife.
- In light of the proximity to the Sheboygan River, the Parties acknowledge that the use of media or water blasting to prepare the Surfaces may not be a viable option.
- Treatment of any areas found to contain mildew with a solution of one part household bleach to three parts water. (Ammonia shall not be added to this solution.) The solution shall be allowed to remain on the surface for 3-5 minutes prior to rinsing. After rinsing, the affected Surface shall be allowed to dry completely prior to primer or coating application.
- All areas where existing paint is suitable to remain shall be "feathered" to create a smooth transition between bare metal and previously painted surfaces.

The Epoxy Coat shall include:

- One coat of Diamond Vogel Multi-E-POXY 180 High Build Epoxy Primer or Sherwin-Williams Macropoxy 646 Fast Cure Epoxy or Equal
- Primer shall be applied by brush or roller at a thickness of 5-10 Mils DFT

The Urethane Finish shall include:

- One coat of Diamond Vogel Multi-Thane 330 High Solids Acrylic Polyurethane or Sherwin-Williams Acrolon 218 HS Acrylic Polyurethane or Equal
- Primer shall be applied at a thickness of 3-5 Mils DFT pursuant to the Manufacturer's Recommendations.

Throughout the Services, Contractor shall:

- Adhere to all specifications set by the manufacturer of any materials used to complete the Services, including the epoxy and the urethane.
- Apply all coatings in a uniform coat, free of drips, runs, or sagging.
- Take all measures necessary to prevent foreign material from entering the Sheboygan River
- Maintain safe access to all areas along the Work Site, including restaurants and other commercial businesses and docking for charter boats and personal watercraft, at all times.
- Inspect the work site at the end of each work day and ensure that the work site is left in a safe and secure condition.
- Avoid loud music or any other unprofessional behavior
- Ensure suitable rest room facilities are available for its employees

Contractor shall obtain all applicable City permits and licenses, and pay all applicable City fees prior to beginning demolition. Contractor shall ensure any permitted sub-contractor has also obtained any and all applicable City permits and licenses, and paid all applicable City fees.

Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

#### **Article 2. Standard of Care**

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance.

Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care. This shall include any coat of epoxy or urethane that is not applied at the specified dry film thickness rate, which shall be remedied by the application of an additional coat at no expense to the City.

Contractor shall be responsible to repair any damage incurred during the Services.

The materials installed as a result of this Agreement shall be fully warranted against defects by the Contractor for one (1) year from date of final acceptance. Upon receipt of notice of defect from the City, the Contractor shall promptly correct or replace any and all materials or workmanship found to be defective. All manufacturer's warranties shall also apply and be honored by Contractor.

#### **Article 3. Responsibilities of the City**

The City designates Bernie Rammer as its designated project manager for purposes of this Agreement.

The City will remove any items attached to railings, such as signage or ring buoys prior to Contractor refinishing and shall reinstall the items following completion of the Services and the appropriate cure time. Contractor shall communicate with the City regarding its schedule of work so that the City can remove (and replace) the appropriate items at the appropriate times.

The City will assist the Contractor in obtaining access to temporary electrical power. In areas where access to power is not available, Contractor shall be responsible for providing adequate power utilizing portable generators.

The City will designate a suitable location on which Contractor may park a job trailer in which to store tools and equipment.

**Article 4. Compensation**

The City shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Nineteen Thousand Dollars (\$119,000.00).

Upon completion of the Services, Contractor shall submit an invoice to the City.

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

The invoice shall be sent to:

Bernie Rammer  
City of Sheboygan  
828 Center Ave.  
Sheboygan, Wisconsin 53081

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

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

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

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

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

#### **Article 5. Appropriation of Funds**

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

#### **Article 6. Performance and Payment Bond**

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

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

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

#### **Article 7. Schedule**

The Services may begin as soon as this Agreement has been fully executed, the City has issued a Notice to Proceed, and the Contractor has completed any conditions precedent to beginning the Services.

Once work commences, work will be performed Monday through Friday on a continuous basis until completion (weather permitting). Weekend work is permitted but is not required.

All Services, and all invoices for all Services, shall be complete by December 31, 2019. Completion of services shall mean the Services have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by December 31, 2019.

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

#### **Article 8. Liquidated Damages**

In the event the Contractor fails to complete the Services pursuant to the Schedule set forth in this Agreement, there shall be deducted from any monies due or that may become due the contractor, for each and every calendar day that the work remains uncompleted, One Hundred Dollars (\$100.00).

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from the Contractor by reason of inconvenience to the public.

Permitting the contractor to continue and finish the Services or any portion of the Services after the time set forth in the Schedule shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

#### **Article 9. Quality of Materials**

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

#### **Article 10. Safety Requirements**

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

#### **Article 11. Open Records**

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

#### **Article 12. Termination**

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor

shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

#### **Article 13. Default**

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

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

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

#### **Article 14. Identity of Contractor**

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

#### **Article 15. Independent Contractor Status**

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

#### **Article 16. Indemnification**

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

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

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

#### **Article 17. Insurance**

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

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

a. **Workers' Compensation Insurance** — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. **Public Liability and Property Damage Insurance** — Contractor shall acquire and maintain, for the duration of the Agreement, Public Liability and Property Insurance with a policy limit of at least \$2,000,000 for injuries (including accidental death to any one person), and a policy limit of at least \$2,000,000 for property damage.

c. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

#### **Article 18. Conflict of Interest**

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

#### **Article 19. Waiver**

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

#### **Article 20. Severability**

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

#### **Article 21. Assignment**

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

#### **Article 22. Third Party Rights**

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

#### **Article 23. Governing Law and Venue**

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

**Article 24. Non-Discrimination**

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

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

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

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

**Article 26. Notices**

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

**City:**

**Contractor:**

City Clerk	William G. Stevens
City of Sheboygan	2727 W. Mill Road
828 Center Ave.	Milwaukee, WI 53209
Sheboygan, Wisconsin 53081	

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

**Article 27. Intent to be Bound**

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

#### **Article 28. Force Majeure**

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

#### **Article 29. Integration and Modification**

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

#### **Article 30. Non-Collusion**

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

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

#### **Article 31. Provisions Related to Federal Funding**

This Agreement is being funded by funds from the U.S. Department of Housing and Urban Development Community Development Block Grant Program. Therefore, the following provisions apply:

- a. **Prevailing Wage.** Contractor and any approved sub-contractor shall pay each individual who works on the Services a wage not less than the prevailing wage rates as established by the United States Department of Labor in Wage Rate Determination #WI190016, which is attached to this Agreement as Exhibit 1 and incorporated herein by reference. The highest wage rate for each trade or occupation shall apply.
- b. **Payroll Monitoring and Reporting.** The City has contracted with a third party to monitor payroll activity during the provision of the Services in order to ensure that wage and hour reporting is performed in a manner acceptable to the United States Department of Labor. Contractor shall provide all documents reasonably requested by the City's payroll monitor.

This shall include the completion of any necessary forms, including a Statement of Compliance regarding fringe benefits.

c. Section 3 of the Housing and Urban Development Act of 1968.

- i. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (codified at 12 U.S.C. § 1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- ii. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR part 135.
- iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- iv. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause [all of Section 31(c) of this Agreement constitutes the "Section 3 clause"], upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR part 135.
- vi. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this

Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

- d. Federal Labor Standards Provisions. The Federal Labor Standards set forth in Form HUD-4010, a copy of which is attached to this Agreement as Exhibit 2, are incorporated into this Agreement by reference and shall also apply to this Agreement.

#### **Article 32. Other Provisions**

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

- f. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.
- g. Loss or Damage to Contractors Equipment or Materials. Under no circumstances shall the City be liable for any loss or damage to Contractor's equipment or materials that are left on site overnight or over a weekend or Holiday. Contractor retains sole responsibility to ensure that all tools, material, and equipment are properly secured at the end of each work day.

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

CITY OF SHEBOYGAN, WISCONSIN

BY: Michael J. Vandersteen  
Michael J. Vandersteen, Mayor

ATTEST: Meredith DeBruin  
Meredith DeBruin, City Clerk

DATE: 6-11-19

CONTRACTOR Service Painting Corporation

BY: Will Stevens, President

ATTEST: Andrea Durst  
Andrea Durst, Office Manager

DATE: 6/14/19

II

R. O. No.        - 19 - 20. By CITY PLAN COMMISSION. June 3, 2019.

Your Commission to whom was referred Res. No. 17-19-20 by Alderpersons Wolf and Sorenson approving the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2020-2024 and adopting the program for implementation; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 28, 2019, and after due consideration, recommends the adopting the Resolution.

*Jeff*

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CITY PLAN COMMISSION

III

4.1

Res. No. 17 - 19 - 20. By Alderpersons Wolf and Sorenson. May 20, 2019.

A RESOLUTION approving the Capital Improvements Program as recommended by the Capital Improvements Commission for the program period of 2020-2024 and adopting the program for implementation.

WHEREAS, the Common Council approved Res. No. 144-16-17 on December 19, 2016 adopting the 2017-2021 Strategic Plan which established the city's mission to provide fiscally-responsible municipal services in an effective and responsive manner, with a vision to be a family-oriented and prosperous community with a wide-variety of housing, business, cultural and recreational opportunities in safe and attractive neighborhoods. The Strategic Plan developed the following focus areas to advance the mission and vision: Quality of Life, Infrastructure and Public Facilities, Economic Development, Neighborhood Revitalization, Governing and Fiscal Management, and Communication; and

WHEREAS, from August 23 to November 30, 2018 the residents of Sheboygan provided direction to elected officials and city leadership in the form of the 2019 Community Survey. The survey results indicated areas of interest in which to direct the city's resources for future improvements; and

WHEREAS, the Capital Improvements Commission convened on April 30, 2019 and May 7, 2019 to review and recommend approval of the 2020-2024 Capital Improvements Program in light of the Strategic Plan and the Community Survey.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts the 2020-2024 Capital Improvements Program (copy attached) for implementation.

James A. Bohne

*City Plan*

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

**2020 - 2024 Capital Improvement Program List**

Color / Abbreviation Key:								Total	
	Yellow - Previously approved in same year		Blue - Previously approved in a different year		M - Mandatory for 2020 only				
	2020	2021	2022	2023	2024				
	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>			<u>Executive</u>	
<b>REVENUES</b>									
Property Tax Levy									
Police	1	\$208,000	\$212,000	\$217,000	\$190,000	\$150,000		\$977,000	
Street Improvement and Sidewalks	2	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		\$2,500,000	
General Government Projects	3	\$100,492	\$60,000	\$60,000	\$107,000	\$100,000		\$427,492	
Park, Forest and Open Space Fund	5	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000		\$550,000	
Park Impact Fee Fund	7	\$50,000	\$40,000	\$25,000	\$25,000	\$40,000		\$180,000	
Vehicle / Land Sales	8	\$91,000	\$111,500	\$136,000	\$146,000	\$105,500		\$590,000	
County / State / Federal Grants	9	\$1,205,026	\$2,707,520	\$3,032,000	\$1,200,000	\$2,850,000		\$10,994,546	
Other Municipality Contributions (County Sales Tax)	10	\$411,000	\$411,000	\$411,000	\$411,000	\$411,000		\$2,055,000	
G. O. Borrowed Funds	11	\$3,580,546	\$4,013,158	\$3,967,428	\$3,628,250	\$3,393,750		\$18,583,132	
Other Borrowed Funds	12	\$3,046,400	\$18,671,400	\$16,310,000	\$1,793,000	\$0		\$39,820,800	
Donations	13	\$45,300	\$835,000	\$0	\$0	\$0		\$880,300	
User Fees	14	\$5,181,000	\$4,884,000	\$4,127,000	\$3,991,000	\$3,059,000		\$21,242,000	
Special Assessment	15	\$100,000	\$100,000	\$100,000	\$100,000	\$16,500		\$416,500	
Vehicle Registration Fee	16	\$791,750	\$791,750	\$791,750	\$791,750	\$791,750		\$3,958,750	
Other/CDBG	17	\$0	\$0	\$0	\$0	\$0		\$0	
Fund Balance	18	\$499,000	\$434,750	\$559,500	\$315,000	\$886,250		\$2,694,500	
<b>TOTAL REVENUE</b>		<b>\$15,919,514</b>	<b>\$33,882,078</b>	<b>\$30,346,678</b>	<b>\$13,308,000</b>	<b>\$12,413,750</b>		<b>\$105,870,020</b>	
<b>EXPENDITURES</b>									
City Buildings									
Municipal Service Building - HVAC System	11	\$110,000	\$0	\$0	\$0	\$0		\$110,000	
Municipal Service Building - Office Improvements	11	\$25,000	\$0	\$0	\$0	\$0		\$25,000	
Municipal Service Building - Garage Drain Improvements		\$0	11	\$90,000	\$0	\$0		\$90,000	
Senior Activity Center - Roof Replacement		\$0	11	\$275,000	\$0	\$0		\$275,000	
Municipal Service Building - Vehicle Wash Facility Upgrade		\$0	11	\$100,000	\$0	\$0		\$100,000	
Municipal Service Building - Electrical and Generator Design		\$0		\$0	11	\$25,000		\$25,000	

**2020 - 2024 Capital Improvement Program List**

Color / Abbreviation Key:								Total	
		2020		2021		2022			
		Executive		Executive		Executive			
		Executive		Executive		Executive			
<b>City Buildings (continued)</b>									
Municipal Service Building - Generator Replacement		\$0		\$0		\$0	11	\$185,000	
Municipal Service Building - Main Electrical Panel Update		\$0		\$0		\$0	11	\$80,000	
Municipal Service Building - Engineering Office Windows		\$0		\$0		\$0	11	\$100,000	
<b>Total - City Buildings</b>		\$135,000		\$465,000		\$25,000		\$265,000	
								\$100,000	
<b>Police</b>									
<b>M</b>	Marked K-9 Vehicle	1,8	\$45,300		\$0		\$0	\$0	
<b>M</b>	Unmarked Vehicle - Sport Utility Vehicle	1,8	\$43,000		\$0		\$0	\$0	
<b>M</b>	Marked Vehicles - Sport Utility Vehicles (4)	1,8	\$164,000		\$0		\$0	\$0	
Parking Lot - Impound Area Improvements		1	\$45,000		\$0		\$0	\$0	
<b>M</b>	HVAC Control - Secure Entry Systems	11	\$195,000		\$0		\$0	\$0	
Squad computers			\$0	1	\$66,000		\$0	\$0	
Unmarked Vehicles (2)			\$0	1,8	\$86,000		\$0	\$0	
Unmarked Vehicle - Sport Utility Vehicle			\$0	1,8	\$43,000		\$0	\$0	
Marked Vehicle - Sport Utility Vehicle			\$0	1,8	\$43,000		\$0	\$0	
Marked Vehicle - Sport Utility Vehicles (5)			\$0		\$0	1,8	\$225,000		
Unmarked Vehicle - Sport Utility Vehicle			\$0		\$0	1,8	\$44,000		
Patrol Wagon			\$0		\$0		1,8	\$50,000	
Marked Vehicles - Sport Utility Vehicles (4)			\$0		\$0	1,8	\$184,000		
Police Range Remediation			\$0		\$0	11	\$45,000		
Marked Vehicles - Sport Utility Vehicles (4)			\$0		\$0		\$0	\$190,000	
<b>Total - Police</b>		\$492,300		\$238,000		\$269,000		\$279,000	
								\$190,000	
<b>Fire</b>									
<b>M</b>	Station Two	11	\$317,644		\$0		\$0	\$0	
Engine			\$0	8,11	\$620,000		\$0	\$620,000	
Station Three - Phase 1 of 3			\$0	11	\$140,000		\$0	\$0	
Training Facility			\$0	13	\$835,000		\$0	\$835,000	
Station Three - Phase 2 of 3			\$0		\$0	11	\$200,000		
							\$0	\$200,000	

**2020 - 2024 Capital Improvement Program List**

	Color / Abbreviation Key: Yellow - Previously approved in same year Blue - Previously approved in a different year M - Mandatory for 2020 only							Total		
		2020		2021		2022				
		Executive	Executive	Executive	Executive	Executive	Executive			
<b>Fire (continued)</b>										
Station Three - Phase 3 of 3										
Ambulance		\$0	\$0	\$0	11	\$455,000	\$0	\$455,000		
Ambulance		\$0	\$0	8,11	\$336,000	11	\$0	\$336,000		
Ambulance		\$0	\$0	\$0	8,11	\$350,000	\$0	\$350,000		
Ambulance		\$0	\$0	\$0		\$0	8,11	\$360,500		
<b>Total - Fire</b>		<b>\$317,644</b>	<b>\$1,595,000</b>	<b>\$536,000</b>		<b>\$805,000</b>	<b>\$360,500</b>	<b>\$3,614,144</b>		
<b>Public Works</b>										
<b>Traffic Control</b>										
CMAQ Kohler Memorial Dr-Erie Av Traffic Flow Design	9,11	\$106,500	\$0	\$0		\$0	\$0	\$106,500		
CMAQ 14th Street Traffic Flow Design	9,11	\$155,900	\$0	\$0		\$0	\$0	\$155,900		
CMAQ Taylor Drive Traffic Flow Design	9,11	\$137,000	\$0	\$0		\$0	\$0	\$137,000		
LED Street Lighting Upgrade - Downtown	12	\$171,400	\$0	\$0		\$0	\$0	\$171,400		
LED Street Lighting Upgrade - Citywide	3	\$60,000	\$0	\$0		\$0	\$0	\$60,000		
Traffic Control Upgrade - Citywide	11	\$100,000	\$0	\$0		\$0	\$0	\$100,000		
CMAQ Kohler Memorial Dr-Erie Av Traffic Flow Construction		\$0	9,11	\$411,600		\$0	\$0	\$411,600		
CMAQ 14th Street Traffic Flow Construction		\$0	9,11	\$602,900		\$0	\$0	\$602,900		
CMAQ Taylor Drive Traffic Flow Construction		\$0	9,11	\$529,900		\$0	\$0	\$529,900		
Street Lighting LED Upgrade - TID 17		\$0	12	\$171,400		\$0	\$0	\$171,400		
Street Lighting LED Upgrade - Citywide		\$0	3	\$60,000		\$0	\$0	\$60,000		
Traffic Control Upgrade - Citywide		\$0	11	\$52,000		\$0	\$0	\$52,000		
LED Street Lighting Upgrade - Downtown		\$0		\$0	11,12	\$171,400		\$171,400		
LED Street Lighting Upgrade - Citywide		\$0		\$0	3	\$60,000		\$60,000		
LED Street Lighting Upgrade - Citywide		\$0		\$0		3,12	\$150,000	\$150,000		
LED Street Lighting Upgrade - Citywide		\$0		\$0			\$0	\$50,000		
LED Street Lighting Upgrade - Blue Harbor		\$0		\$0			\$0	\$100,000		
<b>Total - Traffic Control</b>		<b>\$730,800</b>	<b>\$1,827,800</b>	<b>\$231,400</b>		<b>\$150,000</b>	<b>\$150,000</b>	<b>\$3,090,000</b>		
<b>Streets</b>										
<b>M</b> Superior Avenue (North 29th Street to Taylor Drive)	10,11,16	<b>\$2,000,000</b>	\$0	\$0		\$0	\$0	\$2,000,000		
<b>M</b> Union Avenue (Taylor Drive to Georgia Avenue)	2	<b>\$500,000</b>	\$0	\$0		\$0	\$0	\$500,000		
<b>M</b> Van Der Vaart Property Development Street Improvements	12	<b>\$2,000,000</b>	\$0	\$0		\$0	\$0	\$2,000,000		

**2020 - 2024 Capital Improvement Program List**

	Color / Abbreviation Key: Yellow - Previously approved in same year Blue - Previously approved in a different year M - Mandatory for 2020 only	2020	2021	2022	2023	2024	Total
		Executive	Executive	Executive	Executive	Executive	Executive
<b>M</b>	<b>Streets (continued)</b>						
<b>M</b>	North Commerce Street Design	12	\$75,000	\$0	\$0	\$0	\$75,000
<b>M</b>	Geele Avenue (Calumet Drive to North 23rd Street)	9,11,16	\$700,000	\$0	\$0	\$0	\$700,000
<b>M</b>	Georgia Avenue (South Ninth Street to South 14th Street)	11	\$354,000	\$0	\$0	\$0	\$354,000
<b>M</b>	Storm Water Management Plan	11	\$100,000	\$0	\$0	\$0	\$100,000
<b>M</b>	Sidewalk Repair / Replacement Program (Citywide)	15	\$100,000	\$0	\$0	\$0	\$100,000
	Calumet Drive Panel Replacement (Sibley Court to NCL)		\$0	11	\$500,000	\$0	\$500,000
	North Commerce Street Construction		\$0	12	\$2,500,000	\$0	\$2,500,000
	South 10th Street (Indiana Avenue to Union Avenue)		\$0	2,11,16	\$750,000	\$0	\$750,000
	North Avenue (Calumet Drive to Taylor Drive)		\$0	11,14	\$800,000	\$0	\$800,000
	Geele Avenue (North Third Street to Calumet Drive)		\$0	10,11	\$1,000,000	\$0	\$1,000,000
	Storm Water Management Plan		\$0	11	\$100,000	\$0	\$100,000
	Sidewalk Repair / Replacement Program (Citywide)		\$0	15	\$100,000	\$0	\$100,000
	South 12th Street (Washington Avenue to Mead Avenue)		\$0		\$0	11	\$640,000
	Lakeshore Drive (Mead Av to Rail Road Tracks)		\$0		\$0	11	\$740,000
	Indiana Avenue (South 17th Street to South 24th Street)		\$0		\$0	9,10,11	\$3,000,000
	North 25th Street (Kohler Memorial Drive to North Avenue)		\$0		\$0	11,16	\$1,160,000
	Storm Water Management Plan		\$0		\$0	11	\$100,000
	Sidewalk Repair / Replacement Program (Citywide)		\$0		\$0	15	\$100,000
	New Jersey Avenue (South 13th Street to Wildwood Drive)		\$0		\$0	11	\$1,000,000
	Calumet Drive Panel Replacement (Sibley Court to City Limits)		\$0		\$0	11	\$500,000
	North 15th Street Design (Calumet Drive to Mayflower Avenue)		\$0		\$0	9,11	\$500,000
	Erie Avenue Design (North 19th Street to Taylor Drive)		\$0		\$0	9,11	\$500,000
	South 18th Street (Mead Avenue to Washington Avenue)		\$0		\$0	10,11	\$760,000
	Geele Avenue (North 29th Street to North Taylor Drive)		\$0		\$0	2,11	\$936,000
	Storm Water Management Plan		\$0		\$0	11	\$100,000
	Sidewalk Repair / Replacement Program (Citywide)		\$0		\$0	15	\$100,000
	Wilson Avenue (Lakeshore Drive to South Business Drive)		\$0		\$0		\$1,869,250
	Washington Avenue Design (South Business Drive to Taylor Drive)		\$0		\$0		\$500,000
	North 15th Street (Calumet Drive to Mayflower Avenue)		\$0		\$0		\$4,000,000
	Storm Water Management Plan		\$0		\$0		\$100,000
	Sidewalk Repair / Replacement Program (Citywide)		\$0		\$0		\$100,000
	<b>Total - Streets</b>		<b>\$5,829,000</b>	<b>\$5,750,000</b>	<b>\$5,740,000</b>	<b>\$4,396,000</b>	<b>\$6,569,250</b>
							<b>\$28,284,250</b>

**2020 - 2024 Capital Improvement Program List**

	Color / Abbreviation Key: Yellow - Previously approved in same year Blue - Previously approved in a different year M - Mandatory for 2020 only							Total Executive	
		2020		2021		2022			
		Executive	Executive	Executive	Executive	Executive	Executive		
<b>Parks and Forestry</b>									
<b>M</b>	Urban Forestry Management	5,11	\$210,000	\$0	\$0	\$0	\$0	\$210,000	
<b>M</b>	Park Sidewalk / ADA Accessibility Project	14	\$25,000	\$0	\$0	\$0	\$0	\$25,000	
	Playground Renovations - Moose Park	11	\$25,000	\$0	\$0	\$0	\$0	\$25,000	
	Roosevelt Park - Tennis Court Resurfacing	11	\$90,000	\$0	\$0	\$0	\$0	\$90,000	
	Urban Forestry Management		\$0	'5,11	\$210,000	\$0	\$0	\$210,000	
	Park Sidewalk / ADA Accessibility Project		\$0	14	\$25,000	\$0	\$0	\$25,000	
	Playground Renovations - Evergreen Park Area 1 and 2		\$0	11	\$50,000	\$0	\$0	\$50,000	
	Cleveland Park Splash Pad		\$0	11,14	\$180,000	\$0	\$0	\$180,000	
	Urban Forestry Management		\$0	\$0	5,11	\$210,000	\$0	\$210,000	
	Park Sidewalk / ADA Accessibility Project		\$0	\$0	14	\$25,000	\$0	\$25,000	
	Vollrath Park - Bowl Lighting Replacement		\$0	\$0	11	\$30,000	\$0	\$30,000	
	Playground Renovations - Deland Beach		\$0	\$0	11	\$50,000	\$0	\$50,000	
	Urban Forestry Management		\$0	\$0		\$0	5,11	\$210,000	
	Park Sidewalk / ADA Accessibility Project		\$0	\$0		\$0	14	\$25,000	
	Playground Renovations - End Park		\$0	\$0		\$0	11	\$50,000	
	End Park - Lighting Replacement		\$0	\$0		\$0	11	\$30,000	
	Urban Forestry Management		\$0	\$0			\$0	\$210,000	
	Park Sidewalk / ADA Accessibility Project		\$0	\$0			\$0	\$25,000	
	Playground Renovations - Deland Park		\$0	\$0			\$0	\$50,000	
	Lakeshore Drive Sidewalk		\$0	\$0			\$0	\$115,000	
	South Shore Trail (Indiana Avenue to Clara Avenue)		\$0	\$0			\$0	\$165,000	
	J.C. Quarryview Park Swimming Area Revitalization		\$0	\$0			\$0	\$250,000	
	<b>Total - Parks and Forestry</b>		<b>\$350,000</b>	<b>\$465,000</b>	<b>\$315,000</b>	<b>\$315,000</b>	<b>\$815,000</b>	<b>\$2,260,000</b>	
	<b>Total - Public Works</b>		<b>\$6,909,800</b>	<b>\$8,042,800</b>	<b>\$6,286,400</b>	<b>\$4,861,000</b>	<b>\$7,534,250</b>	<b>\$33,634,250</b>	
<b>City Development</b>									
	Playground Addition - Above and Beyond Children's Museum	17	\$30,000	\$0	\$0	\$0	\$0	\$30,000	
<b>M</b>	Surface Parking Lot - Innovation District	12	\$300,000	\$0	\$0	\$0	\$0	\$300,000	
	Boat Extraction Well-Sheboygan River-Jefferson Av Launch	12	\$500,000	\$0	\$0	\$0	\$0	\$500,000	
	Wayfinding Signage System Update - Citywide	17,18	\$50,000	\$0	\$0	\$0	\$0	\$50,000	
	Indiana Avenue Trail Project - Phase 2 of 3		\$0	12	\$250,000	\$0	\$0	\$250,000	

**2020 - 2024 Capital Improvement Program List**

Color / Abbreviation Key:	Yellow - Previously approved in same year	Blue - Previously approved in a different year	M - Mandatory for 2020 only	2020	2021	2022	2023	2024	Total
				Executive	Executive	Executive	Executive	Executive	Executive
<b>City Development (continued)</b>									
South Pier Street Expansion		\$0	12	\$1,000,000		\$0		\$0	\$1,000,000
Indiana Avenue Streetscape Improvements - Phase 1 of 2		\$0	12	\$750,000		\$0		\$0	\$750,000
Indiana Avenue Streetscape Improvements - Phase 2 of 2		\$0		\$0	12	\$750,000		\$0	\$750,000
Pennsylvania Avenue - Streetscape Improvements		\$0		\$0	12	\$1,500,000		\$0	\$1,500,000
Indiana Avenue Trail Project - Phase 3 of 3		\$0		\$0		\$0	9,12	\$2,250,000	\$0
<b>Total - City Development</b>		<b>\$880,000</b>		<b>\$2,000,000</b>		<b>\$2,250,000</b>		<b>\$2,250,000</b>	<b>\$7,380,000</b>
<b>Wastewater Utility</b>									
M Rebuild Floating Cover - Number Six Digester	14	\$450,000		\$0		\$0		\$0	\$450,000
M Anaerobic Digester Heat Exchanger Replacement	14	\$150,000		\$0		\$0		\$0	\$150,000
M East Digester Complex Roof Replacement	14	\$100,000		\$0		\$0		\$0	\$100,000
M Indiana Avenue Lift Station Corrision Prevention	14	\$50,000		\$0		\$0		\$0	\$50,000
M Replace North Entrance Gates	14	\$50,000		\$0		\$0		\$0	\$50,000
M Sewer Line Reconstruction / Relining	14	\$1,000,000		\$0		\$0		\$0	\$1,000,000
M Mini Storm Sewer Program	14	\$50,000		\$0		\$0		\$0	\$50,000
Primary Clarification Number Four Drive		\$0	14	\$105,000		\$0		\$0	\$105,000
Secondary Clarification Number Three Drive		\$0	14	\$90,000		\$0		\$0	\$90,000
South Aeration Upgrade		\$0	14	\$450,000		\$0		\$0	\$450,000
Main Control Room HVAC Upgrade		\$0	14	\$65,000		\$0		\$0	\$65,000
Kentucky Avenue Lift Station Corrosion Prevention		\$0	14	\$60,000		\$0		\$0	\$60,000
Sewer Line Reconstruction / Relining		\$0	14	\$1,000,000		\$0		\$0	\$1,000,000
Jet Truck		\$0	14	\$215,000		\$0		\$0	\$215,000
Mini Storm Sewer Program		\$0	14	\$50,000		\$0		\$0	\$50,000
Primary Clarification Number Three Drive		\$0		\$0	14	\$105,000		\$0	\$105,000
North Aeration Upgrade		\$0		\$0	14	\$450,000		\$0	\$450,000
Secondary Clarifier Number One Drive Replacement		\$0		\$0	14	\$90,000		\$0	\$90,000
Grit Removal System Modifications		\$0		\$0	14	\$75,000		\$0	\$75,000
Sewer Line Reconstruction / Relining		\$0		\$0	14	\$1,000,000		\$0	\$1,000,000
Mini Storm Sewer Program		\$0		\$0	14	\$50,000		\$0	\$50,000
Primary Clarifier Number One Drive Replacement		\$0		\$0		\$0	14	\$105,000	\$0
Aeration Blower Number Five		\$0		\$0		\$0	14	\$260,000	\$0

**2020 - 2024 Capital Improvement Program List**

Color / Abbreviation Key:	2020	2021	2022	2023	2024	Total
	Executive	Executive	Executive	Executive	Executive	Executive
<b>Wastewater Utility (continued)</b>						
Raw Influent Pump Number Three Replacement	\$0	\$0	\$0	14	\$185,000	\$0
Indiana Avenue Lift Station Upgrade	\$0	\$0	\$0	14	\$175,000	\$0
Sewer Line Reconstruction / Relining	\$0	\$0	\$0	14	\$1,000,000	\$0
Mini Storm Sewer Program	\$0	\$0	\$0	14	\$50,000	\$0
Administrative Building Roof Replacements	\$0	\$0	\$0		\$0	\$400,000
Administrative HVAC Upgrade and Controls	\$0	\$0	\$0		\$0	\$200,000
Kentucky Avenue Lift Station Pump Upgrade	\$0	\$0	\$0		\$0	\$95,000
North Avenue Lift Station Controls	\$0	\$0	\$0		\$0	\$75,000
Mini Storm Sewer Program	\$0	\$0	\$0		\$0	\$50,000
<b>Total - Wastewater Utility</b>	<b>\$1,850,000</b>	<b>\$2,035,000</b>	<b>\$1,770,000</b>		<b>\$1,775,000</b>	<b>\$820,000</b>
<b>Motor Vehicle</b>						
Single Axle Dump Truck with Slide-In Salter / Spray Bar	8,11,18	\$265,000	\$0	\$0	\$0	\$0
Replacement Dump Box - Slide-In Salter	8,11,18	\$85,000	\$0	\$0	\$0	\$85,000
One Ton Four Wheel Drive Dump Truck (2)	8,11,18	\$117,000	\$0	\$0	\$0	\$117,000
One-Half Ton Two Wheel Drive Pickup Truck	8,11,18	\$33,000	\$0	\$0	\$0	\$33,000
One-Half Ton Four Wheel Drive Pickup Truck	8,11,18	\$32,000	\$0	\$0	\$0	\$32,000
Street Sweeper		\$0	8,11,18	\$210,000	\$0	\$0
One Ton Four Wheel Drive Dump Truck		\$0	8,11,18	\$53,000	\$0	\$0
Zero Turn Mower (2)		\$0	11,18	\$27,000	\$0	\$0
Three-Quarter Ton Two Wheel Drive Pickup Truck		\$0	8,11,18	\$31,000	\$0	\$0
One Ton Utility Box Truck (3)		\$0	8,11,18	\$129,000	\$0	\$0
Skid Steer		\$0	8,11,18	\$59,000	\$0	\$0
Passenger Van (Mayor)		\$0	8,11,18	\$37,000	\$0	\$0
Tri-Axle Dump Truck		\$0		\$0	8,11,18	\$275,000
Street Sweeper		\$0		\$0	8,11,18	\$213,000
Three-Quarter Ton Two Wheel Drive Pickup Truck (2)		\$0		\$0	8,11,18	\$64,000
Tandem Axle Dump Truck (2)		\$0		\$0	8,11,18	\$580,000
Tri-Axle Dump Truck		\$0		\$0		\$0
One Ton Four Wheel Drive Dump Truck (2)		\$0		\$0		\$305,000
Three-Quarter Ton Four Wheel Drive Pickup Truck		\$0		\$0		\$36,500

**2020 - 2024 Capital Improvement Program List**

Color / Abbreviation Key:		2020	2021	2022	2023	2024	Total
		Executive	Executive	Executive	Executive	Executive	Executive
	Yellow - Previously approved in same year						
	Blue - Previously approved in a different year						
	M - Mandatory for 2020 only						
	<b>Motor Vehicle (continued)</b>						
	One-Half Ton Four Wheel Drive Pickup Truck	\$0	\$0	\$0	\$0 8,11,18	\$32,500	\$32,500
	Zero Turn Mower (2)	\$0	\$0	\$0	\$0 8,11,18	\$28,000	\$28,000
	<b>Total - Motor Vehicle</b>	<b>\$532,000</b>	<b>\$546,000</b>	<b>\$552,000</b>	<b>\$580,000</b>	<b>\$520,000</b>	<b>\$2,730,000</b>
	<b>Mead Public Library</b>						
M	Carpet Replacement	3 \$40,492	\$0	\$0	\$0	\$0	\$40,492
M	HVAC Control Replacement	11 \$66,278	\$0	\$0	\$0	\$0	\$66,278
	HVAC Control Replacement	\$0	11 \$66,278	\$0	\$0	\$0	\$66,278
	HVAC Control Replacement	\$0	\$0	11 \$66,278	\$0	\$0	\$66,278
	<b>Total - Mead Public Library</b>	<b>\$106,770</b>	<b>\$66,278</b>	<b>\$66,278</b>	<b>\$0</b>	<b>\$0</b>	<b>\$239,326</b>
	<b>Parking Utility</b>						
M	Street Sweeper	8,18 \$70,000	\$0	\$0	\$0	\$0	\$70,000
	Utility Pickup Truck	\$0	8,18 \$35,000	\$0	\$0	\$0	\$35,000
	John Deere Pro Style Gator	\$0	\$0	8,18 \$20,000	\$0	\$0	\$20,000
	Coin Meter Replacement	\$0	\$0	18 \$250,000	\$0	\$0	\$250,000
	One and One-Half Ton Heavy Duty Pickup	\$0	\$0	\$0	8,18 \$60,000	\$0	\$60,000
	Riverfront Parking Lots	\$0	\$0	\$0	\$0	18 \$600,000	\$600,000
	<b>Total - Parking Utility</b>	<b>\$70,000</b>	<b>\$35,000</b>	<b>\$270,000</b>	<b>\$60,000</b>	<b>\$600,000</b>	<b>\$1,035,000</b>
	<b>Transit Utility</b>						
M	Roof Replacement	9,11 \$750,000	\$0	\$0	\$0	\$0	\$750,000
M	Fixed Route Revenue Bus (1)	'9,17 \$475,000	\$0	\$0	\$0	\$0	\$475,000
	Fixed Route Revenue Buses (4)	\$0	9,11 \$1,840,000	\$0	\$0	\$0	\$1,840,000
	Paratransit Vehicle	\$0	\$0	9,11 \$75,000	\$0	\$0	\$75,000
	Fixed Route Revenue Buses (4)	\$0	\$0	9,11 \$1,840,000	\$0	\$0	\$1,840,000
	Transit Facility Maintenance Updates	\$0	\$0	\$0	11 \$200,000	\$0	\$200,000
	<b>Total - Transit Utility</b>	<b>\$1,225,000</b>	<b>\$1,840,000</b>	<b>\$1,915,000</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$5,180,000</b>

**2020 - 2024 Capital Improvement Program List**

Color / Abbreviation Key:	2020	2021	2022	2023	2024	Total
	Executive	Executive	Executive	Executive	Executive	Executive
M - Mandatory for 2020 only						
<b>Cable TV</b>						
Camera / Intercom System with IFB Communication Interface	8,18	\$40,000	\$0	\$0	\$0	\$40,000
Teleprompter / Talent Monitor System		\$0	8,18	\$45,000	\$0	\$45,000
TriCaster Replacement for OB Truck		\$0	\$0	8,18	\$25,000	\$25,000
Studio TriCaster Replacement		\$0	\$0	8,18	\$25,000	\$25,000
Outside Broadcast (OB) Truck Replacement		\$0	\$0	\$0	8,18	\$50,000
<b>Total - Cable TV</b>		\$40,000	\$45,000	\$50,000	\$0	\$185,000
<b>Information Technology Fund</b>						
M Microsoft Server Licensing	18	\$25,000	\$0	\$0	\$0	\$25,000
M Digital Evidence Storage Solution	18	\$100,000	\$0	\$0	\$0	\$100,000
Microsoft Office Upgrade		\$0	18	\$110,000	\$0	\$110,000
<b>Total - Information Technology</b>		\$125,000	\$110,000	\$0	\$0	\$235,000
<b>Water Utility*</b>						
M Gateway Drive Water Tower Painting	14	\$600,000	\$0	\$0	\$0	\$600,000
M Georgia Avenue Reservoir Painting	14	\$700,000	\$0	\$0	\$0	\$700,000
M One-Half Ton Pickup Truck and Vacuum Excavation Trailer	14	\$76,000	\$0	\$0	\$0	\$76,000
M Radio Meter System	14	\$65,000	\$0	\$0	\$0	\$65,000
M Water Mains	14	\$1,275,000	\$0	\$0	\$0	\$1,275,000
M Facility Operations - Distribution Upgrade	14	\$520,000	\$0	\$0	\$0	\$520,000
Raw Water Improvement Project - Phase 1		\$0	12,14	\$14,000,000	\$0	\$0
Taylor Hill Coating and Roof Repairs		\$0	14	\$900,000	\$0	\$0
Utility Truck and Vehicle Replacements		\$0	14	\$91,000	\$0	\$0
Radio Meter System		\$0	14	\$103,000	\$0	\$0
Water Mains		\$0	14	\$1,250,000	\$0	\$0
Facility Operations - Distribution Upgrade		\$0	14	\$520,000	\$0	\$0
Raw Water Improvement Project - Phase 2		\$0	\$0	12,14	\$14,000,000	\$0
Utility Equipment and Vehicle Replacements		\$0	\$0	14	\$280,000	\$0
Radio Meter System		\$0	\$0	14	\$57,000	\$0
Water Mains		\$0	\$0	14	\$1,250,000	\$0
Facility Operations - Distribution Upgrade		\$0	\$0	14	\$770,000	\$0

**2020 - 2024 Capital Improvement Program List**

Color / Abbreviation Key:		2020	2021	2022	2023	2024	Total
		Executive	Executive	Executive	Executive	Executive	Executive
<b>Water Utility* (continued)</b>							
Behrens Parkway Pit Pump Improvements		\$0	\$0	\$0	14	\$300,000	\$0
Utility Equipment Replacement		\$0	\$0	\$0	14	\$40,000	\$0
Radio Meter System		\$0	\$0	\$0	14	\$73,000	\$0
Water Mains		\$0	\$0	\$0	14	\$1,300,000	\$1,300,000
Facility Operations - Distribution Upgrade		\$0	\$0	\$0	14	\$520,000	\$520,000
Wilgus Avenue Pump Station Improvements		\$0	\$0	\$0		\$0	\$100,000
Utility Equipment and Vehicle Replacements		\$0	\$0	\$0		\$0	\$235,000
Radio Meter System		\$0	\$0	\$0		\$0	\$84,000
Water Mains		\$0	\$0	\$0		\$0	\$1,400,000
Facility Operations - Distribution Upgrade		\$0	\$0	\$0		\$0	\$420,000
<b>Total - Water Utility*</b>		<b>\$3,236,000</b>	<b>\$16,864,000</b>	<b>\$16,357,000</b>		<b>\$2,233,000</b>	<b>\$2,239,000</b>
<b>TOTAL EXPENDITURES</b>		<b>\$15,919,514</b>	<b>\$33,882,078</b>	<b>\$30,346,678</b>		<b>\$13,308,000</b>	<b>\$12,413,750</b>
*For Informational Purposes Only.							

**2020 - 2024 Capital Improvement Program List**

Color / Abbreviation Key:	2020	2021	2022	2023	2024	Total
	Executive	Executive	Executive	Executive	Executive	Executive
<b>CIP SUMMARY TOTALS BY DEPARTMENT</b>						
<b>Total - City Buildings</b>	\$135,000	\$465,000	\$25,000	\$265,000	\$100,000	\$990,000
<b>Total - Police</b>	\$492,300	\$238,000	\$269,000	\$279,000	\$190,000	\$1,468,300
<b>Total - Fire &amp; Rescue</b>	\$317,644	\$1,595,000	\$536,000	\$805,000	\$360,500	\$3,614,144
<b>Total - Public Works</b>	\$6,909,800	\$8,042,800	\$6,286,400	\$4,861,000	\$7,534,250	\$33,634,250
<b>Total - City Development</b>	\$880,000	\$2,000,000	\$2,250,000	\$2,250,000	\$0	\$7,380,000
<b>Total - Wastewater Utility</b>	\$1,850,000	\$2,035,000	\$1,770,000	\$1,775,000	\$820,000	\$8,250,000
<b>Total - Motor Vehicle</b>	\$532,000	\$546,000	\$552,000	\$580,000	\$520,000	\$2,730,000
<b>Total - Mead Public Library</b>	\$106,770	\$66,278	\$66,278	\$0	\$0	\$239,326
<b>Total - Parking Utility</b>	\$70,000	\$35,000	\$270,000	\$60,000	\$600,000	\$1,035,000
<b>Total - Transit Utility</b>	\$1,225,000	\$1,840,000	\$1,915,000	\$200,000	\$0	\$5,180,000
<b>Total - Cable TV</b>	\$40,000	\$45,000	\$50,000	\$0	\$50,000	\$185,000
<b>Total - Information Technology</b>	\$125,000	\$110,000	\$0	\$0	\$0	\$235,000
<b>Subtotal - Excluding Water Utility*</b>	\$12,683,514	\$17,018,078	\$13,989,678	\$11,075,000	\$10,174,750	\$64,941,020
<b>Total - Water Utility*</b>	\$3,236,000	\$16,864,000	\$16,357,000	\$2,233,000	\$2,239,000	\$40,929,000
<b>Total Capital Improvements</b>	<b>\$15,919,514</b>	<b>\$33,882,078</b>	<b>\$30,346,678</b>	<b>\$13,308,000</b>	<b>\$12,413,750</b>	<b>\$105,870,020</b>

\*For Informational Purposes Only.

~~II~~

R. O. No. - 19 - 20. By CITY CLERK. June 3, 2019.

Submitting a claim from James Taylor Lackey for alleged damages to his vehicle when it hit a pothole on the train tracks on Lakeshore Drive.

*Finance  
Personnel*

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CITY CLERK

DATE RECEIVED

5-29-19

RECEIVED BY

MKC

CLAIM NO.

6-19

## CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 29 '19 PM 3:35

## 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: James Taylor Lackey

2. Home address of Claimant: 4205 S. 14th Street, Sheboygan, WI, 53081

3. Home phone number: 920-287-1814

4. Business address and phone number of Claimant: 3400 S. Business Drive, Sheboygan, WI, 53081 920-459-6840

5. When did damage or injury occur? (date, time of day) 3/16/2019 2:30 AM

6. Where did damage or injury occur? (give full description) Lakeshore Drive, South  
Set of Train tracks by Alliant Energy's Fence, about 60 feet  
from stop sign to the south.

7. How did damage or injury occur? (give full description) 2016 Chevy Malibu Premier  
with 25,000 miles hit a pothole on the train tracks with the  
left-front, driver's-side tire resulting in a blowout of its tire,  
as well as extensive damage to the front rim. The force of impact  
also cracked the windshield, resulting in a large crack spanning from right to left.

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: N/A

(b) Claimant's statement of the basis of such liability: N/A

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: Road's pothole.

(b) Claimant's statement of basis for such liability: Pothole is so severe it  
did irreparable damage to the tires rim, & windshield.

10. 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").

*See above*

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

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

Auto: \$ 1,727.84

Property: \$ \_\_\_\_\_

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

Other: (Specify below) \$ \_\_\_\_\_  
TOTAL \$ 1,727.84

Damaged vehicle (if applicable)

Make: Chevy Model: Malibu Year: 2016 Mileage: 24,721

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

*N/A*

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   
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE

3/20/2019

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

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

CLAIM NO.

6-19

CLAIMANT'S NAME: James Taylor Lackey

CLAIMANT'S ADDRESS: 4205 S. 14TH ST.

CLAIMANT'S PHONE NO. 920.287.1814

Auto \$ 1,727.84

Property \$ \_\_\_\_\_

Personal Injury \$ \_\_\_\_\_

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

**TOTAL \$ 1,727.84**

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 \$ 1,727.84.

SIGNED

DATE:

3/20/2019

ADDRESS: 4205 S. 14TH ST, Sheboygan, WI, 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

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



## Repair Estimate

03/20/2019

1:06 PM

Estimate#:	Estimate Date: 03/19/2019	Odometer: 24,721
Vehicle: Malibu 2016/2019	VIN: 1G1ZH5SX4GF339383	License#:
Customer#: 036 JAMES LACKEY	Advisor#: 961 KYLE WORSTER	
Address: 4205 S 14TH ST	(H) (920) 287-1814	
SHEBOYGAN, WI 53081	(B)	(Ext)

## CUSTOMER QUOTE

Operation: 21CVZ04 Mount & Balance 2 Tires All

LABOR HOURS: 0.60

Qty	Part Number	Part Description	Part Price	Ext Price
2	GM19364076	C2454019	371.21	742.42
1	GM22969725	WHEEL	431.34	431.34

Misc Code	Misc Description	Ext Price
ENVI	ENVIROMENTAL CHARGES	1.70
	LABOR \$:	34.00
	PARTS \$:	1,173.76
	GOG \$:	0.00
	MISC \$:	1.70
	TAX \$:	66.52
	<b>SUBTOTAL \$:</b>	<b>1,275.98</b>



## Repair Estimate

03/20/2019

1:06 PM

Estimate#:	Estimate Date: 03/19/2019	Odometer: 24,721
Vehicle: Malibu 2016/2019	VIN: 1G1ZH5SX4GF339383	License#:
Customer#: 036 JAMES LACKEY	Advisor#: 961 KYLE WORSTER	
Address: 4205 S 14TH ST	(H) (920) 287-1814	
SHEBOYGAN, WI 53081	(B)	(Ext)

### CUSTOMER QUOTE

Operation: WWD3 Windshield Wiper Diagnosis III All

LABOR HOURS: 3.50

Misc Code	Misc Description	Ext Price
ENVI	ENVIRONMENTAL CHARGES	10.00
	LABOR \$:	420.00
	PARTS \$:	0.00
	GOG \$:	0.00
	MISC \$:	10.00
	TAX \$:	23.65
	<b>SUBTOTAL \$:</b>	<b>453.65</b>
	TOTAL LABOR \$:	454.00
	TOTAL PART \$:	1,173.76
	TOTAL GOG \$:	0.00
	TOTAL MISC \$:	10.00
	TOTAL TAX \$:	90.08
	<b>ESTIMATE TOTAL \$:</b>	<b>1,727.84</b>

Customer Signature

Thank you for allowing Sheboygan Chevrolet Buick GMC  
to prepare your estimate.

CUSTOMER COPY

Page 3

II

R. O. No.                    - 19 - 20. MAYOR. June 3, 2019.

Submitting a communication from Mayor Mike Vandersteen, on behalf of the City of Sheboygan, requesting the use of one of the City's free Blue Harbor Conference Center days to host a welcome reception for the delegates from Esslingen, Germany (Sheboygan's Sister City) on Wednesday, September 11, 2019.

*Finance  
Personnel*

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MAYOR MICHAEL VANDERSTEEN

II

Res. No. - 19 - 20. By Alderpersons Donohue and Bohren. June 3, 2019.

A RESOLUTION authorizing entering into a Contract for Sale of Land for Private Development with Office Service Company, LLP.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Contract for Sale of Land for Private Development with Office Service Company, LLP regarding proposed development of the former 14<sup>th</sup> Street Boat Launch and Boat Doctors property in Sheboygan, including sale of City property and a TIF incentive for development, in form substantially similar to the attached agreement.

Finance  
Personnel

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

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

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

**CONTRACT FOR  
SALE OF LAND FOR PRIVATE DEVELOPMENT  
BY AND BETWEEN  
CITY OF SHEBOYGAN  
AND  
OFFICE SERVICE COMPANY, LLP**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") made this \_\_\_\_\_ day of May, 2019, by and between the City of Sheboygan, a public body corporate of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Office Service Company, LLP, a Wisconsin limited liability partnership (hereinafter called "Developer"), having an office for the transaction of business at 7722 Hawthorne Road, Mequon, WI 53097.

**RECITALS**

**WHEREAS**, the City has offered to sell and the Developer is willing to purchase certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof ("the Property") and to develop the Property with an adjoining parcel legally described on attached Exhibit A; and

**WHEREAS**, the City believes that the development of the Property pursuant to this Agreement is in the vital and best interests of the City and the health, safety and welfare of its residents.

**WHEREAS**, the City has established a Tax Incremental District, which includes the Property ("TID #19") in accordance with §66.1105, Wis. Stats. ("the Tax Increment Law"), in order to provide a viable method of financing eligible project costs within TID #19 for appropriate private development, which will contribute to the overall development of the City.

**WHEREAS**, the City is authorized by the Tax Increment Law to pay project costs, as defined in §66.105(2)(f), Wis. Stats., from the special fund of TID #19 or from the proceeds of municipal obligations issued pursuant to statute.

**WHEREAS**, the City is authorized by the Tax Increment Law to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of a Project Plan, as defined in §66.1105(2)(g), Wis. Stats.

**WHEREAS**, the Project Plan for TID #19 includes the payment of Development Incentive Payments for purposes of carrying out the Project Plan.

**WHEREAS**, the City proposes to enter into this Agreement with the Developer to achieve the objectives of TID #19 and to facilitate the implementation of TID #19's Project Plan. The City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the continued development in accordance with this Agreement.

## AGREEMENT

**NOW, THEREFORE**, it is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the development and thereby promote the sound redevelopment of the City's riverfront area.

### ARTICLE I. OVERVIEW OF THE PROJECT

The Project consists of the renovation of a former boat works building located on the Boat Doctors Property (as hereafter defined) into a multi-tenant facility with residential and commercial tenants, adjacent parking, and a waterfront feature on the north side adjacent to the Sheboygan River, all together with the Property.

### ARTICLE II. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

**"Agreement"** means this Agreement, as the same may be from time to time modified, amended, or supplemented.

**"Boat Doctors Property"** means the real property located at 1320 and 1336 Niagara Ave. with Tax Parcel # 59281500120 and 59281500131.

**"Certification Date"** shall mean the date each year when the City certifies the assessment of property for purpose of real property tax assessment in that year.

**"Construction Plans"** means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with this Agreement.

**"Deed"** means the warranty deed provided by the City as set forth in Article VII.

**"Development Incentive Payments"** means the incentive payments to the Developer by the City as set forth in Section 603 hereafter.

**"Events of Default"** means any breach of this Agreement, including any such breach or other of the events described in Section 1403 hereof.

**"Project"** means the development described in Article I.

**"Property"** means the city owned property known as the "14<sup>th</sup> Street Boat Launch," Tax Parcel # 59281500110.

**"Real Property"** means both the Boat Doctors Property and the Property and all improvements therein, but not including any personal property.

**"Substantial Completion"** shall mean completion of the Project to an extent that an occupancy permit is issued or issuable.

**"Tax Incremental Value"** means the increased real property assessment of the Property generated by the Project.

**"Tax Increment Revenue"** means the tax revenue (as defined in sec. 66.1105(2)(i), Wis. Stats.) generated from the Tax Incremental Value. Personal Property is not included in Tax Increment Revenue.

**"Title Commitment"** shall mean the title commitment for the Project provided by the City.

### **ARTICLE III. SALE: PURCHASE PRICE**

Subject to all the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer for, and the Developer will purchase the Property from the City and pay therefor, the total amount of Fifty Thousand and 00/100 (\$50,000) dollars, ("Purchase Price"), to be paid in cash or by certified check simultaneously with the delivery of the Deed conveying the Property to the Developer (the "Sale").

### **ARTICLE IV. ESCROW**

At Closing, the City shall deposit the net proceeds from the sale into an escrow account held at Woodland Title Services (the "Account") pursuant to an agreed escrow agreement. Upon request by the Developer, the City shall pay directly or reimburse Developer for up to Fifty Percent (50%) of Eligible Environmental Costs. Eligible Environmental Costs shall include all of the following costs incurred only as to the Property: environmental investigations, remediation or monitoring of the site, removal of hazardous waste containers, soil removal, capping, barrier installation, vapor intrusion systems, piling support systems, and other demolition activities that facilitate redevelopment of a brownfield property. On the first to occur of (i) no funds remaining in the Account; or (ii) December 31, 2020, the Account shall be closed and any remaining funds in the escrow account shall be paid to the City, and the City shall have no further responsibility to the Developer related to environmental costs for the Project.

### **ARTICLE V. SCHEDULE**

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	June 2019
Issuance of Building Permits	July 2019
Start Construction	July 2019
Substantial Completion	October 2019

### **ARTICLE VI. UNDERTAKINGS OF THE CITY AND OF THE DEVELOPER**

**Section 601. Financing Confirmation.** As promptly as possible, but not later than sixty (60) days after approval by the City of the Construction Plans, the Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has the equity capital and/or commitments for mortgage financing necessary for the timely completion of construction of the Project.

**Section 602. Minimum Investment.** Developer shall incur at least One Million, Six Hundred Thousand and 00/100 Dollars (\$1,600,000) in Construction Costs for the Project ("Minimum Investment"). Construction Costs include all costs for construction and development of the Project including without limitation those set forth on attached Exhibit B.

**Section 603. Development Incentive Payments.** Providing the Developer has provided evidence reasonably satisfactory to the City that Construction Costs have equaled or exceeded the Minimum Investment and shown that the Tax Incremental Value for the Real Property based on the 2021 Certification Date is at least \$1,250,000 higher than the assessment of the Real Property based on the 2019 Certification Date, the City agrees to provide to the Developer each year, for a maximum period of ten (10) years, an annual Development Incentive Payment as described in this Section 603 in a total principal sum over the ten years not to exceed \$75,000 ("Maximum Development Payment"). Each year, commencing in 2021 and ending in 2030, the City will pay the Developer a Development Incentive Payment in an amount equal to Seven Thousand, Five Hundred and 00/100 (\$7,500), up to the Maximum Development Payment; except that if, in any given year, the assessed value of the real property upon which the Project is situated is less than \$1,600,000, the amount of said payment for that year shall be reduced by the ratio of the assessed value to \$1,600,000. For the avoidance of doubt, and as an example, should the assessed value of the real Property upon which the Project is situated be \$1,400,000, the payment that year shall be \$6,562.50 ( $\$1,400,000 + \$1,600,000 = 0.875$ ;  $\$7,500 \times 0.875 = \$6562.50$ ). The City shall make an annual Development Incentive Payment due under this Section no later than September 30 of each year, commencing in 2021. Payment by the City of a Development Incentive Payment will only be made if the Developer is current for all property taxes (real and personal) to the City in full.

**Section 604. Off-Site Public Improvements.** The City shall, at its sole cost and expense; (i) have prepared and pay for the preparation of the engineering and construction plans and specifications for certain off-site improvements, as described more particularly on Exhibit "B" attached hereto ("City Improvements"); and (ii) contract for and install, maintain, repair and replace the City Improvements. The City shall place up to a three inch asphalt layer during the summer of the 2019 to provide a temporary repair to Niagara Avenue between North 14<sup>th</sup> Street and the Shoreland 400 recreation trail. The City further agrees to completely reconstruct Niagara Avenue from North 14<sup>th</sup> Street to the Wisconsin Avenue within the City's right-of-way by September 30, 2020 including without limitation the replacement of curb and gutter and pavement. The Developer shall be responsible for the cost of installing, constructing, planting, or maintaining sidewalks and street trees which may be required in or adjacent to public rights-of-way.

## ARTICLE VII. CONVEYANCE OF PROPERTY

**Section 701. Form of Deed.** The City shall convey to the Developer title to the Property by warranty deed (the "Deed"), free and clear of all liens and encumbrances except those restrictions set forth in this Agreement and such exceptions noted by the Title Commitment and accepted by Developer.

**Section 702. Time and Place for Delivery of Deed.** The closing of the Sale shall occur on or before May 31, 2019 ("Closing" or "Closing Date"), or such other date as mutually agreed to by the parties, at the principal office of the City.

**Section 703. Recording of Deed.** The Developer shall promptly record the Deed with the Sheboygan County Register of Deeds. The Developer shall pay all costs for so recording the Deed.

**Section 704. Conditions Precedent to Developer's Obligations.** The Developer's obligation to conclude the Sale contemplated herein shall be subject to the Developer's satisfaction, or waiver thereof, of each of the following conditions on or prior to ten (10) days before the Closing Date (unless a different time period is noted below):

- (a) **Due Diligence.** Developer shall determine after receipt of the City Documents that it is satisfied with the environmental condition of the Project. The City shall provide the City Documents not later than fifteen (15) days after execution of this Agreement. The City Documents shall include all environmental information in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors, including, but not limited to, any and all environmental Phase I and Phase II environmental reports, soil and groundwater test results, correspondence with and orders or directives from governmental agencies (e.g. the Environmental Protection City, the Wisconsin Dept. of Natural Resources and other such agencies), case closure letters, remedial action plans and similar information.
- (b) **Financing Contingency.** Developer obtaining a written loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to Developer within Developer's sole discretion for the construction of the Project.
- (c) **Title.** Within twenty (20) days after Developer's receipt of the Title Commitment, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the Title Commitment. In the absence of such notification, such exceptions shall be deemed accepted by Developer. In the event Developer disapproves of any matter pertaining to title, Developer may request and the City shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that the City is attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to title shall be extended for a commensurate period. Any mortgages, liens or judgments shown on the Title Commitment will be satisfied by the City.

In the event that the City elects to cure, but is unable to satisfy any such defect or disapproved matter within such fifteen (15) day period, or in the event that the City elects not to cure any defect or disapproved matter, Developer may, within ten (10) days after receipt of written notice from the City that the City has been unable to cure or is unwilling to cure:

(1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or

(2) take title to the Property "as-is".

(d) Governmental Permits, Licenses and Approvals. Developer obtaining prior to Closing Date, all necessary permits, licenses and approvals from the City, and/or any other applicable governmental entity or City, for the Project as determined by Developer, within Developer's sole discretion. The City agrees to use its best efforts and cooperate with Developer in the application for any such permits, licenses and approvals.

(e) Utility Connections. Developer obtaining written evidence that sanitary sewer, storm sewer and potable water mains are located adjacent to the Real Property boundary line. In the event that sewer and water laterals are not stubbed off at the mains and located at the Real Property boundary line, the Developer shall be solely responsible for any and all costs and expenses related to bringing such sewer and water laterals to the Property boundary line.

(f) Soil and Topographic Conditions. Developer determining, in Developer's sole discretion, on or prior to the Closing Date, that the Soil Information does not disclose any soil or topographic conditions that would impair, interfere with or negatively impact, the development of the Project. Soil Information shall mean all information, reports, documentation or otherwise in the possession of the City/City and/or the City's/City's agents, attorneys, consultants or independent contractors relating to the soil and topographic conditions of the Property and which shall be delivered to the Developer by the City within ten (10) days of the execution of this Agreement. Developer's obligation to conclude this Sale is further contingent upon Developer obtaining, at Developer's sole expense, on or prior to the Closing Date:

(1) written confirmation from a recognized and qualified soil and engineering firm (selected by Developer), that the soil and subsoil conditions of the Real Property are sufficient and suitable, as determined by Developer, in its sole discretion, for the Project, and

(2) soil borings and soil reports which verify a minimum poundage per square foot (psf) of soil bearing capacity, as determined by Developer.

If the above written confirmation or soil reports show the existence of any condition that would burden, interfere with or impair Developer's contemplated development of the Property, as determined by Developer in its sole discretion, prior to Closing, Developer may

- (1) terminate this Agreement by providing written notice thereof to the Agency thereby cancelling the Sale; or
- (2) accept the Property "as-is" despite the existence of such condition.

**ARTICLE VIII.**  
**TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS**

The construction of the Project shall be commenced in within four (4) months after the Closing Date and, except as otherwise provided in this Agreement, Substantially Completion shall occur within twelve (12) months after commencement of construction.

**ARTICLE IX.**  
**RIGHTS OF ACCESS TO PROPERTY**

**Section 901. Right of Entry for Utility Service.** The City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines.

**Section 902. Developer Not to Construct Over Utility Easements.** The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities, unless such construction is provided for in such easement or has been approved by the City, and unless Developer indemnifies and agrees to hold harmless the City and any public utility company as may be appropriate from all loss or damage to property or injury to persons arising from such construction.

**Section 903. Access to Property.** Prior to Closing, the City shall permit representatives of the Developer to have access to the Property, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out this Agreement. After Closing, upon advance written request, the Developer shall permit the representatives of the City access to the Property at reasonable times for the purposes of inspection of all work being performed in connection with the construction of the Project. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this section.

**ARTICLE XI**  
**CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS;**  
**CERTIFICATE OF COMPLETION**

**Section 1001. Plans for Construction of Improvements.** As promptly as possible after the date of execution of this Agreement but no sooner than sixty (60) days of execution of this Agreement, the Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, with respect to the Improvements to in sufficient completeness and detail to show the construction of the Project will be materially in accordance with the provisions of this Agreement and shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations

The City shall, if the Construction Plans submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. The Construction Plans shall, in any event, be deemed approved unless rejected in writing by the City, in whole or in part, setting forth in detail the reasons therefor, within thirty (30) days after the date of their receipt by the City.

If the City, in its reasonable discretion, rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed.

All work with respect to the Project shall be in material conformity with the Construction Plans as approved by the City.

Developer, hereby represents that the Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

Notwithstanding the above, in the event that the Real Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Real Property.

**Section 1002. Changes in Construction Plans.** If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 1101 hereof with respect to such previously approved Construction Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

**Section 1003. Approvals of Construction Plans and Evidence of Financing as Conditions Precedent to Conveyance.** The submission of Construction Plans and their approval by the City as provided in Section 1101 hereof, and the submission of satisfactory evidence of equity capital and commitments for mortgage financing as provided in Articles V and VI hereof, are conditions precedent to the obligations of the City to convey the Property to the Developer pursuant to the Sale.

**Section 1004. *Progress Reports.*** Subsequent to the Sale of the Property, or any part thereof, to the Developer, and until construction of the Improvements has been completed, the Developer shall make monthly reports, in such detail as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

## **ARTICLE XI. RESTRICTIONS UPON USE OF PROPERTY**

**Section 1101. *Restrictions on Use.*** The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain the following covenants on the part of the Developer and its successors and assigns, that Developer shall:

- (a) devote the Property to and in accordance with the uses specified in this Agreement for a period of not less than twenty-seven (27) years from date of completion of the Project; and
- (b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

The above covenants run with the Property and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City and any successor in interest to the Property, or any part thereof, against the Developer, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

**Section 1102. *City Rights to Enforce.*** In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the City and its governmental successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 1201 hereof, for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided in Section 1201. Such agreements and covenants shall (and the Deed shall so state) run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

**ARTICLE XII.**  
**PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

**Section 1201. *Representations as to Development.*** The Developer represents and agrees that its purchase of the Property and its other undertakings pursuant to this Agreement are, and will be, used for the purpose of development of the Property and not for speculation in land holding. The Developer further recognizes that, in view of:

- (a) the importance of the development of the Property to the general welfare of the community; and
- (b) the below market purchase price that has been made available by the City for the purpose of making such development possible;

the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

**Section 1202. *Prohibition Against Transfer of Ownership Interests.*** For the foregoing reasons, the Developer represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to Substantial Completion of the Project and without the prior written approval of the City:

- (a) there shall be no transfer of ownership interests in the Developer by any party owning ten percent (10%) or more of the ownership interests in the Developer (which term shall be deemed for the purposes of this and related provisions to include successors in interest);
- (b) nor shall any such owner suffer any such transfer to be made; and
- (c) nor shall there be or be suffered to be by the Developer, or by any owner of ten percent (10%) or more of the ownership interests therein, any other similarly significant change in the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, by any other method or means.

With respect to this provision, the Developer and the parties signing this Agreement on behalf of the Developer represent that they have the authority of all of its existing members to agree to this provision on their behalf and to bind them with respect thereto.

**Section 1203. Prohibition Against Transfer of Property and Assignment of Agreement.**  
For the foregoing reasons the Developer represents and agrees for itself and its successors and assigns, that prior to Substantial Completion of the Project:

- (a) Except only by way of security for, and only for,
  - (1) The purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to constructing the Project under this Agreement; and
  - (2) Any other purpose or as otherwise authorized by this Agreement, the Developer, its successors or assigns, (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Project as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval, that:
  - (1) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).
  - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no

transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have had, had there been no such transfer or change.

(3) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, which approval shall not be unreasonably withheld or delayed, its approval shall be indicated to the Developer in writing.

In the event, the transferee satisfies the conditions set forth in Subsections (b)(1)-(3) above, and City approves the sale, assignment, conveyance, lease or transfer to the transferee, then any and all obligations under this Agreement shall be transferred to the transferee and the Developer shall be released from any and all obligations under this Agreement. Notwithstanding anything contained in this Section 1203 or this Agreement to the contrary, Developer, prior to Substantial Completion of the Project, shall have the right to enter into agreements with third parties for the pre-leasing or leasing of any apartments which are part of the Project and such third parties (and the agreements entered into by Developer with them) shall not be subject to any approval by the City.

**Section 1204. Termination of Prohibitions and Restrictions in Sections 1202 and 1203.** For purposes of clarity, notwithstanding anything contained in this Agreement to the contrary, upon Substantial Completion of the Project, the Developer may transfer, assign, sell, or convey the Property or any portion thereof to any person without the consent of the City. It being understood that all restrictions on transfer in Section 1202 and 1203 of this Agreement shall terminate upon completion of the Project.

**Section 1205. Information as to Members.** In order to assist in the effectuation of the purposes of this Article XII, the Developer agrees that during the period between execution of this Agreement and Substantial Completion of the Project:

- (a) the Developer will promptly notify the City of any and all changes of greater than ten percent (10%) in the ownership of the company, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, of which it or any of its members have been notified or otherwise have knowledge or information; and
- (b) the Developer, its successors or assigns, shall, at such time or times as the City may request, furnish the City with a complete statement, subscribed and sworn to by the authorized or managing member(s) of the Developer, setting forth all of the members of the Developer and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the company their names and the extent of such interest, all as determined or indicated by the records of the Developer, by specific inquiry made by any such member, of all parties who on the basis of such records own ten percent (10%) or more interest in the Developer, and by such other knowledge or information as such authorized

representative shall have. Such lists, data and information shall in any event be furnished to the City immediately prior to the delivery of the Deed to the Developer and as a condition precedent thereto and annually thereafter on the anniversary of the Closing Date.

### ARTICLE XIII. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

**Section 1301. *Limitation Upon Encumbrance of Property.*** Prior to the completion of the Project, as certified by the City in the form of an Occupancy Certificate, neither the Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining:

- (a) funds only to the extent necessary for construction of the Project; and,
- (b) such additional funds, if any, unless requested by Developer and approved by the City in its reasonable discretion.

Except for the financing, mortgage, encumbrances or liens permitted above, the Developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Developer or otherwise.

**Section 1302. *Mortgagee Not Obligated to Construct.*** Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including:

- (a) any other party who thereafter obtains title to the Property or such part from or through such holder; or
- (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself;

shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

**Section 1303. Copy of Notice of Default to Mortgagee.** Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

**Section 1304. Mortgagee's Option to Cure Defaults.** After any breach or default referred to in Section 1303 hereof, which has not been cured by Developer within seventy-five (75) days (of receiving notice of such breach or default from the City as set forth in Section 1401 below, each such holder of a mortgage authorized by this Agreement shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Provided, that if the breach or default is with respect to construction of the Project, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the Project on the Property or the part thereof to which the lien or title of such holder relates.

**Section 1305. Mortgage and Holder.** For the purposes of this Agreement the term "mortgage" shall include mortgages, deeds of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deeds of trust.

#### **ARTICLE XIV. REMEDIES**

**Section 1401. In General.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within seventy-five (75) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after the initial seventy-five (75) days, the aggrieved party may take such action as set forth under this Agreement or allowed by law as may be necessary or desirable in its opinion to cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

**Section 1402. Termination by Developer Prior to Conveyance.** The Developer shall be entitled to terminate this Agreement in the event that:

- (a) the City does not tender conveyance of the Property, or possession thereof, by Deed as part of the Sale in the manner and condition provided in this Agreement; or

- (b) the Developer shall, after preparation of Construction Plans satisfactory to the City, furnish evidence reasonably satisfactory to the City that Developer has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Project on a basis and on terms that are satisfactory to Developer; or,
- (c) the Developer is unable to satisfy (and otherwise has not waived), any of the conditions precedent contained in this Agreement;

then this Agreement shall, at the option of the Developer, be terminated by written notice thereof to the City and neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement.

**Section 1403. *Termination by City Prior to Conveyance.*** The City shall be entitled to terminate this Agreement in the event that:

- (a) prior to conveyance of the Property by Deed as part of the Sale to the Developer and except as otherwise permitted under this Agreement,
  - (1) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property; or
  - (2) there is any change of more than ten percent (10%) in the ownership of the Developer or with respect to the identity of the parties in control of the Developer or the degree thereof; or
- (b) the Developer does not submit Construction Plans within the permitted time period, as required by this Agreement, or (except as excused under subdivision (b) of Section 1002 hereof) evidence that it has the necessary equity capital and mortgage financing, in reasonably satisfactory forms and in the manner and by the dates respectively provided in this Agreement therefor; or
- (c) the Developer does not pay the Purchase Price and take title to the Property upon tender of Deed by the City pursuant to the Sale,

then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property shall, at the option of the City, be terminated by the City by written notice thereof to the Developer, in which event, neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

**Section 1404. Other Rights and Remedies of City; No Waiver by Delay.** The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XIV, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article XIV shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this section or with respect to the particular default except to the extent specifically waived in writing.

**Section 1405. Enforced Delay in Performance for Causes Beyond Control of Party.** For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for development, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of materials, unusually severe weather, or delays of subcontractors due to any of the foregoing causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for development or of the Developer with respect to construction of the Project, or progress in respect thereto, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this section shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

**Section 1406. Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

**Section 1407. *Indemnification.***

(a) Developer agrees to indemnify and hold harmless the City, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of the City or their agents as set forth under this Agreement.

(b) Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

(c) The City agrees to protect and defend Developer, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Developer Indemnified Parties"), and further agrees to hold Developer Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the negligence, willful misrepresentation of the City (or other persons acting on their behalf or under their direction or control) under this Agreement, or the transactions contemplated hereby. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

**ARTICLE XV.  
MISCELLANEOUS**

**Section 1501. *Conflict of Interests; City Representatives Not Individually Liable.*** No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

**Section 1502. *Equal Employment Opportunity.*** The Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry,

disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- (b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.
- (c) The Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to the Developer's books, records and accounts by the City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.
- (d) In the event of the Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.
- (e) The Developer will include the provisions of Paragraphs (a) through (d) of this section in every contract or purchase order, and will use its best efforts to require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by such rules, regulations or orders, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The Developer will take such action with respect to any construction contract, subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:" and the term "Developer" shall be changed to "Contractor."

**Section 1503. Provisions Not Merged with Deed.** None of the provisions of this Agreement are intended to or shall be merged by reason of the Deed transferring title to the Property from the City to the Developer or any successor in interest, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

**Section 1504. Titles of Articles and Sections.** Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**Section 1505. Successors and Assigns.** This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

**Section 1506. Notices and Demands.** A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at Office Service Company, LLP, 7722 Hawthorne Road, Mequon, WI 53097, Attn: Paul Weaver; and
- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

**Section 1507. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

**Section 1508. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

**Section 1509. Recording.** This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of the Developer.

*(Signature Page Follows)*

**IN WITNESS WHEREOF**, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

**CITY OF SHEBOYGAN,  
WISCONSIN**

**OFFICE SERVICE COMPANY, LLP**

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

**BY:** \_\_\_\_\_  
Paul Weaver, Partner

**ATTEST:**

\_\_\_\_\_  
Meredith DeBruin, City Clerk

**ACKNOWLEDGEMENT  
STATE OF WISCONSIN**

SS.

**COUNTY OF SHEBOYGAN**

This instrument was acknowledged before me  
on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_  
(Name(s) of Person(s))

of \_\_\_\_\_  
(Type of authority: e.g., officer,  
trustee, etc., if any)

\* \_\_\_\_\_  
(Name of party on behalf of whom  
instrument was executed, if any)

Notary Public,  
Wisconsin  
My commission  
(Expires) Is \_\_\_\_\_

This instrument drafted by:

City Attorney Charles Adams  
828 Center Ave.  
Sheboygan, WI 53081-4442  
WI State Bar No. 1021454

EXHIBIT "A"  
Description of Property

Property

Tax Parcel # 59281500110

Boat Doctors Property

Tax Parcel # 59281500120 and 59281500131

**EXHIBIT "B"**  
**Proposed/Estimated Construction Costs**

Site acquire		
Properties		\$460,000
Legal/accounting		\$12,000
Closing costs		\$4,000
Total Site acquisition cost	Total	\$476,000
Development costs		
Site Acquisition and pre dev.		
Topo and full survey		\$6,000
Haz Mat testing		\$8,000
Remediation		\$12,000
Environmental management		\$35,000
Architectural		\$65,000
Engineering		\$19,000
Structural Hist engineering		\$3,000
Development fee costs		\$35,000
Site and civil design		\$12,000
Other dev costs		\$5,000
Contingency		\$10,000
	Total	\$210,000
Soft costs:		
Start up costs		\$2,000
Legal and accounting		\$6,000
Financing		\$8,000
Property taxes		\$8,000
Utilities		\$4,000
Property Insurance		\$2,000
Contingency		\$10,000
	Total	\$40,000
Construction costs		
Abatement		\$16,000
Demo and fill		\$55,000
Site/civil design		\$3,000
Parking lot		\$148,000
Site Utilities		\$38,000

Landscape/Sidewalk	\$34,000
Site Lighting	\$14,000
Permits and plan review	\$8,000
General Conditions	\$56,000
Sandblast exterior	\$65,000
Paint exterior	\$15,000
Canopies- steel	\$45,000
Façade restoration	\$85,000
Selective demo-Interior	\$25,000
Interior remodel	\$798,000
Roofing	\$42,000
Façade restoration-tuck point	\$28,000
Windows and frames	\$49,000
Doors and hardware-Ext	\$26,000
Parking lot and landscaping	\$85,000
Interest cost during const.	\$15,000
Contingency	\$35,000
Total	\$1,103,000
Total All costs	\$1,829,000

III  
Res. No. - 19 - 20. By Alderpersons Wolf and Sorenson. June 3, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract to reconstruct the tennis and pickleball courts at Vollrath Park.

WHEREAS, pursuant to Resolution No. 165-18-19, the Engineering Division of the Department of Public Works has advertised for bids to reconstruct the tennis and pickleball courts at Vollrath Park; and

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

WHEREAS, the bids were from:

Munson Inc.	\$170,710.00
Northeast Asphalt	\$173,380.00
Armstrong Paving	\$176,825.00
Poblocki Paving	\$196,069.004; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid, from Munson Inc., 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 Munson Inc. for the reconstruction of the tennis and pickleball courts at Vollrath Park in the amount of \$170,710.00 and are authorized to draw funds from the following accounts:

Public  
Works

Acct. No. 26553000-631100 (Park, Forestry and Open  
Space Fund - Improvements Other Than Buildings) \$ 70,000.00

Acct. No. 47853000-631100 (Capital Improvements Fund -  
Improvements Other Than Buildings) \$100,710.00

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

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

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

**CITY OF SHEBOYGAN  
AGREEMENT  
SECTION 00 52 00**

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and ("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: Vollrath Park – 2019 Tennis and Pickleball Court Reconstruction.

## ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pulverizing the existing pavement, base aggregate, asphalt pavement, fencing, surface painting, and tennis and pickleball nets.

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 Fred Kolkman Tennis & Sport Surfaces, LLC, of Grafton, WI and is designated as 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.

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 October 18, 2019, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> 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 1<sup>st</sup> 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.
  - 5. Addenda (not attached but incorporated by reference) (number 1, inclusive).
  - 6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1, 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)*

CITY OF SHEBOYGAN  
AGREEMENT  
SECTION 00 52 00

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:

City of Sheboygan

By:

\_\_\_\_\_

(signature)

Name,

Title: Darrell Hofland, City Administrator

Date:

\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

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

By:

\_\_\_\_\_

(signature)

Name,

Title: Charles C. Adams, City Attorney

Date:

\_\_\_\_\_

Countersigned by:

By:

\_\_\_\_\_

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Date:

\_\_\_\_\_

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2019 TENNIS AND PICKLEBALL COURT RECONSTRUCTION

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2435-19 Vollrath Park - 2019 Tennis and Pickleball Court Reconstruction (#6201817)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

04/03/2019 09:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Munson, Inc. (Munson Fence & Paving)
<b>Tennis Court</b>								
	1 B-1		Mobilization	LS	1	\$3,625.00	\$3,625.00	
	2 B-2		Pulverize Existing Aspl	LS	1	\$41,970.00	\$41,970.00	
	3 B-3		Asphalt Surface	LS	1	\$45,110.00	\$45,110.00	
	4 B-4		Surface Color, Striping	LS	1	\$34,390.00	\$34,390.00	
	5 B-5		Posts and Nets	LS	1	\$9,235.00	\$9,235.00	
	6 B-6		Fencing and Gates	LS	1	\$36,380.00	\$36,380.00	
							\$170,710.00	

III

Res. No. - 19 - 20. By Alderpersons Wolf and Sorenson. June 3, 2019.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) that the 2018 Compliance Maintenance Annual Report (CMAR) has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2018 CMAR, which is attached to this resolution.

BE IT FURTHER RESOLVED: That the Sheboygan Regional Wastewater Treatment Facility received an "A" grade for each section of the 2018 CMAR, and require no further action by council.

BE IT FURTHER RESOLVED: That the 2018 CMAR be accepted and placed on file.

Public Works

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

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

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Influent Flow and Loading

### 1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	7.8759	x	198	x	8.34	=	13,021
February	8.2052	x	187	x	8.34	=	12,800
March	8.6496	x	176	x	8.34	=	12,725
April	11.8354	x	138	x	8.34	=	13,572
May	13.9784	x	110	x	8.34	=	12,818
June	10.0381	x	150	x	8.34	=	12,579
July	9.1005	x	165	x	8.34	=	12,498
August	11.2501	x	151	x	8.34	=	14,178
September	11.8781	x	116	x	8.34	=	11,467
October	12.6884	x	106	x	8.34	=	11,195
November	11.2504	x	126	x	8.34	=	11,828
December	10.7019	x	153	x	8.34	=	13,687

### 2. Maximum Monthly Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	25.2	x	90	=	22.68
		x	100	=	25.2
Design (C)BOD, lbs/day	27940	x	90	=	25146
		x	100	=	27940

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
<b>Total Number of Points</b>					<b>0</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## 3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

Yes

Enter last calibration date (MM/DD/YYYY)

2018-08-14

No

If No, please explain:

[Redacted]

## 4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

[Redacted]

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

[Redacted]

## 5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes

210,957

gallons

No

Holding Tanks

Yes

1,810,545

gallons

No

Grease Traps

Yes

0

gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance was not affected by receiving hauled-in wastes.

## 6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

[Redacted]

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
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- Yes
- No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Food processing wastes, landfill leachate and industrial septage, were accepted and discharged directly to the plant influent through the septage receiving stations. Samples were collected from each waste type and analyzed to determine waste load allocation and waste strength.

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Effluent Quality and Plant Performance (BOD/CBOD)

### 1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	3	1	0	0
March	25	22.5	2	1	0	0
April	25	22.5	2	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	1	1	0	0
July	25	22.5	0	1	0	0
August	25	22.5	2	1	0	0
September	25	22.5	1	1	0	0
October	25	22.5	1	1	0	0
November	25	22.5	2	1	0	0
December	25	22.5	2	1	0	0

\* Equals limit if limit is <= 10

Months of discharge/yr	12	
Points per each exceedance with 12 months of discharge	7	3
Exceedances	0	0
Points	0	0
<b>Total number of points</b>		<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

### 1.2 If any violations occurred, what action was taken to regain compliance?

[Redacted]

### 2. Flow Meter Calibration

#### 2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

The facility does not have an effluent flow meter and is required to report the influent flow only.

### 3. Treatment Problems

#### 3.1 What problems, if any, were experienced over the last year that threatened treatment?

None

### 4. Other Monitoring and Limits

#### 4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

No

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- Yes
- No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- Yes
- No
- N/A

Please explain unless not applicable:

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	4	1	0	0
February	30	27	4	1	0	0
March	30	27	3	1	0	0
April	30	27	4	1	0	0
May	30	27	4	1	0	0
June	30	27	3	1	0	0
July	30	27	1	1	0	0
August	30	27	3	1	0	0
September	30	27	2	1	0	0
October	30	27	3	1	0	0
November	30	27	3	1	0	0
December	30	27	5	1	0	0

\* Equals limit if limit is <= 10

Months of Discharge/yr	12	
Points per each exceedance with 12 months of discharge:	7	3
Exceedances	0	0
Points	0	0
<b>Total Number of Points</b>		<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

### 1.2 If any violations occurred, what action was taken to regain compliance?

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.487	1	0
February	.9	0.432	1	0
March	.9	0.558	1	0
April	.9	0.477	1	0
May	.9	0.471	1	0
June	.9	0.487	1	0
July	.9	0.442	1	0
August	.9	0.512	1	0
September	.9	0.459	1	0
October	.9	0.403	1	0
November	.9	0.362	1	0
December	.9	0.436	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
<b>Total Number of Points</b>				<b>0</b>

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Biosolids Quality and Management

### 1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

Exceptional Quality dried biosolids from outfall 004 were supplied to Kiel Sand and Gravel as well as Sure-Grow LLC for use as a soil conditioner and agricultural fertilizer. As small amount was used by the facility and some of the excess sample taken from the silo for fecal coliform testing were disposed of.

### 3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

#### Outfall No. 004 - EQ Dried Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic	41		6.5		5.5			6.1	4.35				4.07	5.53			0	0
Cadmium	39		1		.89			1.3	.707				.38	.658			0	0
Copper	1500		427		452			409	451				394	426			0	0
Lead	300		27.5		30.4			37.3	32.5				28.5	36.3			0	0
Mercury	17		.38		.4			.42	.507				.352	.39			0	0
Molybdenum	60		75	11.8		12.1			10	10.9			8.68	11.4			0	0
Nickel				32.7		33.2			26.9	31.3			27.9	31.1			0	0
Selenium				3.4		<5.1			2.3	4.75			<3.11	<2.83			0	0
Zinc	2800		656		717			680	611				587	696			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)

- N/A - Did not exceed limits or no HQ limit applies (0 points)

- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken?  
Has the source of the metals been identified?

0

## 4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2018 - 02/28/2018
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2018 - 04/30/2018
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2018 - 06/30/2018
Density:	19
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer.

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

Outfall Number:	004	0
Biosolids Class:	A	
Bacteria Type and Limit:	Fecal Coliform	
Sample Dates:	07/01/2018 - 08/31/2018	
Density:	0	
Sample Concentration Amount:	MPN/G TS	
Requirement Met:	Yes	
Land Applied:	Yes	
Process:	Heat Drying	
Process Description:	Exceptional quality sludge from the sludge dryer.	
Outfall Number:	004	0
Biosolids Class:	A	
Bacteria Type and Limit:	Fecal Coliform	
Sample Dates:	09/01/2018 - 10/31/2018	
Density:	2	
Sample Concentration Amount:	MPN/G TS	
Requirement Met:	Yes	
Land Applied:	Yes	
Process:	Heat Drying	
Process Description:	Exceptional quality sludge from the sludge dryer.	
Outfall Number:	004	0
Biosolids Class:	A	
Bacteria Type and Limit:	Fecal Coliform	
Sample Dates:	11/01/2018 - 12/31/2018	
Density:	2	
Sample Concentration Amount:	MPN/G TS	
Requirement Met:	Yes	
Land Applied:	Yes	
Process:	Heat Drying	
Process Description:	Exceptional quality sludge from the sludge dryer.	
<p>4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.</p> <p>4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>5. Vector Attraction Reduction (per outfall):</p> <p>5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.</p>		

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

Outfall Number:	<b>004</b>
Method Date:	01/29/2018
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	&gt;90
Results (if applicable):	94.30

Outfall Number:	<b>004</b>
Method Date:	03/22/2018
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	&gt;90
Results (if applicable):	96.60

Outfall Number:	<b>004</b>
Method Date:	06/05/2018
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	&gt;90
Results (if applicable):	98.20

Outfall Number:	<b>004</b>
Method Date:	07/30/2018
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	&gt;90
Results (if applicable):	95.10

Outfall Number:	<b>004</b>
Method Date:	10/01/2018
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	&gt;90
Results (if applicable):	99.60

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

Outfall Number:	004	0
Method Date:	11/26/2018	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	96.50	
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)  <input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> &gt;= 180 days (0 Points)  <input type="radio"/> 150 - 179 days (10 Points)  <input type="radio"/> 120 - 149 days (20 Points)  <input type="radio"/> 90 - 119 days (30 Points)  <input type="radio"/> &lt; 90 days (40 Points)  <input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 5px;"> <p>All biosolids generated during 2018 were dried to produce a Class A biosolids. No issues were encountered during the year.</p> </div>		

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
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## Staffing and Preventative Maintenance (All Treatment Plants)

### 1. Plant Staffing

1.1 Was your wastewater treatment plant adequately staffed last year?

- Yes
- No

If No, please explain:

Could use more help/staff for:

Present staffing levels are adequate to successfully operate and maintain the wastewater plant.

1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?

- Yes
- No

If No, please explain:

### 2. Preventative Maintenance

2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?

- Yes (Continue with question 2)
- No (40 points)

If No, please explain, then go to question 3:

2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?

- Yes
- No (10 points)

0

2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?

- Yes
- Paper file system
- Computer system
- Both paper and computer system
- No (10 points)

### 3. O&M Manual

3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?

- Yes
- No

### 4. Overall Maintenance /Repairs

4.1 Rate the overall maintenance of your wastewater plant.

- Excellent
- Very good
- Good
- Fair
- Poor

Describe your rating:

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The plant is adequately maintained and has adequate in-line spares available to take down and maintain individual pieces of equipment. We continue to work on improving our PM program and have made major strides during the year to ensure that we have all required PM's captured as well as ensuring that the scope is adequate. We also made significant strides utilizing the maintenance management system. Plant staff is experienced and capable of most repairs.

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

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## Operator Certification and Education

### 1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

Steve Jossart

0

Certification No:

12990

0

### 2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			
C	Biological Solids/Sludges	X			
P	Total Phosphorus	X			
N	Total Nitrogen				
D	Disinfection	X			
L	Laboratory	X			
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2018; subclass SS is basic level only.)

- Yes (0 points)
- No (20 points)

0

### 3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff
- An arrangement with another certified operator
- An arrangement with another community with a certified operator
- An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- A consultant to serve as your certified operator
- None of the above (20 points)

0

If "None of the above" is selected, please explain:

### 4. Continuing Education Credits

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

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## Financial Management

### 1. Provider of Financial Information

Name:

Marty Halverson

Telephone:

(920) 459-3304

(XXX) XXX-XXXX

E-Mail Address  
(optional):

Marty.Halverson@sheboyganwi.gov

### 2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- Yes (0 points)
- No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year:

2018

0

- 0-2 years ago (0 points)
- 3 or more years ago (20 points)
- N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- Yes (0 points)
- No (40 points)

### REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

### 3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2018

- 1-2 years ago (0 points)
- 3 or more years ago (20 points)
- N/A

If N/A, please explain:

### 3.2 Equipment Replacement Fund Activity

#### 3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 6,134,358.64

3.2.2 Adjustments - If necessary (e.g. earned interest, audit correction, withdrawal of excess funds, Increase making up previous shortfall, etc.)

\$ 9,258.03

3.2.3 Adjusted January 1st Beginning Balance

\$ 6,125,100.61

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 0.00

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*)

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 6,125,100.61

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

The change is due to an audit correction.

3.3 What amount should be in your Replacement Fund? \$ 1,500,000.00 0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.□□
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Replacing/refurbishing primary and secondary clarifier drives. The plan is to replace each clarifier drive over the course of the next 4 - 5 years.	800000	2023
2	Fine bubble diffuser system maintenance and aeration basin repairs. The scope will also include the replacement of the beams supporting the walls in the anoxic and anaerobic zones.	900000	2022
3	Sanitary Sewer Lining Projects. The city of Sheboygan is setting aside money annually to line sanitary sewers in conjunction with street replacement projects over the next five years. The estimated cost is the total cost of the work over the next five years.	3000000	2023
4	Re-building/replacing secondary digester #6 floating cover.	450000	2020
5	Replacement aeration blower.	250000	2021
6	Influent Building HVAC Replacement.	300000	2022
7	Replace #3 Raw Influent Pump.	200000	2025

## 5. Financial Management General Comments

### ENERGY EFFICIENCY AND USE

#### 6. Collection System

##### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

# Compliance Maintenance Annual Report

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## COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	45,928	521
February	36,769	378
March	36,973	203
April	48,676	207
May	54,437	33
June	37,342	4
July	31,407	0
August	32,491	0
September	36,817	0
October	42,897	1
November	41,394	54
December	43,732	168
<b>Total</b>	<b>488,863</b>	<b>1,569</b>
<b>Average</b>	<b>40,739</b>	<b>174</b>

### 6.1.2 Comments:

### 6.2 Energy Related Processes and Equipment

#### 6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Communtion or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

### 6.2.2 Comments:

### 6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

Year:

By Whom:

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Describe and Comment:

## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

We have plans to update some of the lift station pumps with VFD's in the next five to 10 years. We are working with Wisconsin Focus on Energy and are a member of the DOE's Better Plants Program.

## 7. Treatment Facility

### 7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

#### TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	412,812	244.15	1,691	403.65	1,023	7,704
February	456,454	229.75	1,987	358.40	1,274	11,838
March	483,210	268.14	1,802	394.48	1,225	22,689
April	559,101	355.06	1,575	407.16	1,373	26,100
May	537,229	433.33	1,240	397.36	1,352	17,229
June	549,098	301.14	1,823	377.37	1,455	13,642
July	505,498	282.12	1,792	387.44	1,305	5,899
August	624,604	348.75	1,791	439.52	1,421	7,814
September	467,932	356.34	1,313	344.01	1,360	8,618
October	476,162	393.34	1,211	347.05	1,372	5,066
November	482,732	337.51	1,430	354.84	1,360	6,496
December	508,459	331.76	1,533	424.30	1,198	18,467
Total	6,063,291	3,881.39		4,635.58		151,562
Average	505,274	323.45	1,599	386.30	1,310	12,630

7.1.2 Comments:

### 7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping

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- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

We also operate a 200 Kw microturbine which automatically starts and generates electricity when we have excess digester gas.

## 7.2.2 Comments:

## 7.3 Future Energy Related Equipment

### 7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Modifications to the aeration system to allow for better turn down. We are also looking at a new blower which will operate off a VFD and has improved turn down.

## 8. Biogas Generation

### 8.1 Do you generate/produce biogas at your facility?

- No
- Yes

If Yes, how is the biogas used (Check all that apply):

- Flared Off
- Building Heat
- Process Heat
- Generate Electricity
- Other:

## 9. Energy Efficiency Study

### 9.1 Has an Energy Study been performed for your treatment facility?

- No
- Yes

Entire facility

Year:

By Whom:

Describe and Comment:

We are currently working with both Wisconsin Focus on Energy and the Dept of Energy Better Plants Program to help us with future upgrades.

- Part of the facility

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Year:	<input type="text"/>	
By Whom:	<input type="text"/>	
Describe and Comment:	<input type="text"/>	

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

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## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Provide the proper resources for effective system management, operations and maintenance.

Improve sewer infrastructure through sewer replacement and sewer lining work.

Eliminate sanitary sewer overflows.

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]□□

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City of Sheboygan Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY)

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance
- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

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- Equipment and replacement part inventories
- Up-to-date sewer system map
- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- A description of routine operation and maintenance activities (see question 2 below)
- Capacity assessment program
- Basement back assessment and correction
- Regular O&M training
- Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- Construction, Inspection, and Testing
- Others:

- Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

- Responsible personnel communication procedures
- Response order, timing and clean-up
- Public notification protocols
- Training
- Emergency operation protocols and implementation procedures

- Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

- Special Studies Last Year (check only those that apply):

- Infiltration/Inflow (I/I) Analysis
- Sewer System Evaluation Survey (SSES)
- Sewer Evaluation and Capacity Management Plan (SECAP)
- Lift Station Evaluation Report
- Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	83.5	% of system/year
Root removal	2.1	% of system/year
Flow monitoring	75	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	3.8	% of system/year
Manhole Inspections	70	% of system/year
Lift station O&M	55	# per L.S./year
Manhole rehabilitation	0.7	% of manholes rehabbed
Mainline rehabilitation	1.5	% of sewer lines rehabbed

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Private sewer inspections	0	% of system/year																																				
Private sewer I/I removal	0	% of private services																																				
River or water crossings	0	% of pipe crossings evaluated or maintained																																				
<p>Please include additional comments about your sanitary sewer collection system below:</p> <div style="border: 1px solid black; padding: 5px; min-height: 40px;"> <p>Manhole inspections are estimated based off of sewer cleaning data.</p> </div>																																						
<p><b>3. Performance Indicators</b></p> <p><b>3.1 Provide the following collection system and flow information for the past year.</b></p> <table border="1"> <tbody> <tr><td>42.85</td><td>Total actual amount of precipitation last year in inches</td></tr> <tr><td>32</td><td>Annual average precipitation (for your location)</td></tr> <tr><td>171</td><td>Miles of sanitary sewer</td></tr> <tr><td>5</td><td>Number of lift stations</td></tr> <tr><td>0</td><td>Number of lift station failures</td></tr> <tr><td>2</td><td>Number of sewer pipe failures</td></tr> <tr><td>11</td><td>Number of basement backup occurrences</td></tr> <tr><td>52</td><td>Number of complaints</td></tr> <tr><td>10.63</td><td>Average daily flow in MGD (If available)</td></tr> <tr><td>13.98</td><td>Peak monthly flow in MGD (if available)</td></tr> <tr><td></td><td>Peak hourly flow in MGD (if available)</td></tr> </tbody> </table> <p><b>3.2 Performance ratios for the past year:</b></p> <table border="1"> <tbody> <tr><td>0.00</td><td>Lift station failures (failures/year)</td></tr> <tr><td>0.01</td><td>Sewer pipe failures (pipe failures/sewer mile/yr)</td></tr> <tr><td>0.00</td><td>Sanitary sewer overflows (number/sewer mile/yr)</td></tr> <tr><td>0.06</td><td>Basement backups (number/sewer mile)</td></tr> <tr><td>0.30</td><td>Complaints (number/sewer mile)</td></tr> <tr><td>1.3</td><td>Peaking factor ratio (Peak Monthly:Annual Daily Avg)</td></tr> <tr><td>0.0</td><td>Peaking factor ratio (Peak Hourly:Annual Daily Avg)</td></tr> </tbody> </table>			42.85	Total actual amount of precipitation last year in inches	32	Annual average precipitation (for your location)	171	Miles of sanitary sewer	5	Number of lift stations	0	Number of lift station failures	2	Number of sewer pipe failures	11	Number of basement backup occurrences	52	Number of complaints	10.63	Average daily flow in MGD (If available)	13.98	Peak monthly flow in MGD (if available)		Peak hourly flow in MGD (if available)	0.00	Lift station failures (failures/year)	0.01	Sewer pipe failures (pipe failures/sewer mile/yr)	0.00	Sanitary sewer overflows (number/sewer mile/yr)	0.06	Basement backups (number/sewer mile)	0.30	Complaints (number/sewer mile)	1.3	Peaking factor ratio (Peak Monthly:Annual Daily Avg)	0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)
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<p><b>4. Overflows</b></p> <table border="1"> <thead> <tr> <th colspan="4">LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **</th> </tr> <tr> <th></th> <th>Date</th> <th>Location</th> <th>Cause</th> <th>Estimated Volume (MG)</th> </tr> </thead> <tbody> <tr> <td colspan="5">None reported</td> </tr> </tbody> </table> <p>** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.</p>			LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **					Date	Location	Cause	Estimated Volume (MG)	None reported																										
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	Date	Location	Cause	Estimated Volume (MG)																																		
None reported																																						
<p><b>5. Infiltration / Inflow (I/I)</b></p> <p><b>5.1 Was infiltration/inflow (I/I) significant in your community last year?</b></p> <p> <input checked="" type="radio"/> Yes  <input type="radio"/> No     </p> <p>If Yes, please describe:</p>																																						

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Increased flow from infiltration and storm water can increase the flow to the WWTP by 2 - 3 times the average flow. During peak events, influent screening and grit removal may be bypassed for short periods of time.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Average flows to plan remain consistent with previous years.

5.4 What is being done to address infiltration/inflow in your collection system?

The city continues to rehabilitate sewers and repair man holes each year, to improve the integrity of the sewer system. Last year, the force main from the North Avenue Lift station was replaced.

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

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## Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>32</b>	<b>128</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

### Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

Date of Resolution or  
Action Taken:

Resolution Number:

Date of Submittal:

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

III

Res. No. - 19 - 20. By Alderpersons Wolf and Sorenson. June 3, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Abacus Architects for architectural services and engineering services for the renovation of the Municipal Service Building locker room.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Abacus Architects for architectural and engineering services related to the renovation of the Municipal Service Building's locker room.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$29,000.00 from Account No. 40033110-621200 (Capital Project Fund - Building Improvements) in payment of same.

Public  
Works

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

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

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

May 17<sup>th</sup>, 2019

City of Sheboygan  
Department of Public Works  
Attn: Michael Willmas, Superintendent Facilities and Traffic  
2026 New Jersey Avenue  
Sheboygan, WI 53081

## **Contract for Professional Design Services**

DPW – Locker Room Renovation  
Sheboygan, WI

Project No. 2019-22

On behalf of the entire Abacus Architects, Inc. team (Abacus), we are pleased to present this Contract for professional design services to you. To address the unique facets of your project, Abacus has assembled a talented group of professionals that will work diligently to exceed your expectations, providing project design services as further described below.

### **1. PROJECT DESCRIPTION**

Provision of:

- Yes  No Architectural
- Yes  No Structural engineering
- Yes  No Mechanical engineering
- Yes  No Electrical engineering
- Yes  No Plumbing engineering
- Yes  No Fire protection
- Yes  No Interior
- Yes  No Food service
- Yes  No Civil Engineering
- Yes  No Landscaping
- Yes  No Traffic/parking
- Yes  No Security systems (fire, emergency call, monitor, perimeter)
- Yes  No Information technology
- Yes  No Environmental

Design services for approximately 700 s.f. of space to be used for a new female locker room and a renovation to the existing men's shower room. The project is located at the Department of Public works building 2026 New Jersey Avenue, Sheboygan.

The bid package will also include alternate designs for renovated men's toilet room and possibly a separation of space in the men's locker room. Total square footage of Base Bid and Alternate Bid is approx. 1,000 S.F.



## 2. **SCOPE OF SERVICES & DELIVERABLES**

The following is a summary of design deliverables for each phase of architectural and engineering services Abacus will be furnishing for your Project. In the provision of design services, Abacus and its consultants will work cooperatively with Owner to determine the best value for the project.

### **Design Phase – Phase 1 - COMPLETE**

During Design Phase, Abacus will provide services as indicated below.

#### **(1) Pre-Design Conceptual Planning – The following services are included:**

- Yes  No Review of Existing Programming Materials, Project Criteria and other Owner Project Requirements
- Yes  No Existing Structure(s) Evaluation
- Yes  No Owner Needs Analysis
- Yes  No Assistance with Project Site Selection
- Yes  No Master Planning and Phasing Analysis
- Yes  No Preliminary Analysis of Existing Site Conditions and Use Restrictions, if any
- Yes  No Preliminary Site Plan
- Yes  No Preliminary Floor Plan
- Yes  No Preliminary Storm Water Analysis
- Yes  No Preliminary Erosion Control Analysis
- Yes  No Project Schedule Development
- Yes  No Evaluation of Feasibility of Owner's Project Budget
- Yes  No Conceptual 3D Massing Model

#### **(2) Design Development - The following services are included:**

- Yes  No Preliminary Grading Plan
- Yes  No Preliminary Landscape Plan
- Yes  No Dimensioned Floor Plan
- Yes  No Building Elevations
- Yes  No Building Cross Sections
- Yes  No Interior and Exterior 3D Renderings
- Yes  No Coordination with Engineers Retained by Abacus (HVAC, Electrical and Plumbing Engineers)
- Yes  No Feasibility/ Preliminary Budget Evaluation by Engineers Retained by Abacus
- Yes  No Meeting with Local Regulatory Authorities to Determine Project Compliance Requirements and Secure Project Approvals
- Yes  No Evaluation Project Budget Requirements
- Yes  No Final Building Code Review

Upon completion of the Design Development Documents, the Design Professional shall identify in writing for the Owner's approval all material changes, and deviations from initial Programming. The Project Schedule shall also be updated. Design will be submitted in electronic form along with (1) additional hard copy for Owner's review



and approval. Abacus shall not proceed with Construction Documents Phase until Owner has approved Design Drawings. At this point in time the drawings attached are considered to be approved by City of Sheboygan.

#### **Construction Documents – Phase 2**

During Construction Document Phase, Abacus will provide services as indicated below.

- Yes  No Project Title Sheet
- Yes  No Architectural Site Plan, including:
  - Property lines and easements - boundaries
  - Building Setbacks
  - Location of new buildings
- Yes  No Civil Engineering Site Plan, including:
  - Location, size and floor elevation of existing and new buildings and structures
  - Existing and new paving locations
  - Topographical information (grades and contours) (existing vs. new)
  - Existing and new utilities (sewer, storm, water, gas, electric, telephone, data)
  - Existing and new trees and vegetation
  - Existing and new private service locations are the responsibility of the Owner and will not be depicted
- Yes  No Storm Water Management Plan
- Yes  No Landscape Plan
- Yes  No Demolition Plan
- Yes  No Floor Plan – Overall Code Plan
- Yes  No Room Finish Schedule
- Yes  No Interior Design – Material Selections, Flooring Plan, Paint Schedule, and interior Design Elevations
- Yes  No Architectural Floor Plan(s) Detailed with Dimensions and Notes
- Yes  No Enlarged Floor Plans (toilet rooms, stairs, etc. as needed)
- Yes  No Reflected Ceiling Plan (Material Intent Only)
- Yes  No Interior Elevation and Section Details
- Yes  No Final Door Schedule
- Yes  No Final Hardware Schedule (hardware is by Owner)
- Yes  No Exterior Window and Door Elevation Details
- Yes  No Building Wall Sections and Details
- Yes  No Roof Plan and Details
- Yes  No Manufactured Casework Design and Details
- Yes  No Custom Cabinetry Design and Details
- Yes  No Specification Manual
- Yes  No Specifications included in Construction Documents
- Yes  No Coordination with Engineers Retained by Abacus: (HVAC, Electrical and Plumbing Engineers)
- Yes  No Structural Engineering Designs (If Required will be Time and Material)
- Yes  No Plumbing Engineering Designs



- Yes  No Fire Protection Engineering Designs (Final Coordination by Owner)
- Yes  No Mechanical (HVAC) Engineering Designs
- Yes  No Electrical Engineering Designs
- Yes  No Food Service Engineering Designs
- Yes  No Information Technology Engineering Designs
- Yes  No Specialty Designs: [specify]

Construction Documents shall conform to code requirements in effect as of the date of their issuance. Revisions due to changes in code requirements thereafter shall be provided as an additional service.

Upon completion of the above-listed Construction Documents, Abacus shall identify in writing for the Owner's approval all material changes and deviations that have been incorporated into the Construction Documents. The Project Schedule shall also be updated. The Construction Documents will be submitted in electronic form along with (1) printed set for Owner's review and approval. Abacus shall not proceed with Construction Administration Phase until Owner has approved Construction Documents.

### **Construction Administration – Phase 3**

During Construction Administration Phase, Abacus will provide services as indicated below.

Observe and document construction progress as it relates to the intent of the plans and specifications. The architect is not responsible for means and methods of construction.

- Yes  No Submit Designs to Permitting Agencies for Approval
- Yes  No Prepare Bid Documents
- Yes  No Fast Track Construction Delivery Method
- Yes  No Multiple Bid Packages
- Yes  No Prepare Addenda
- Yes  No Prepare Written Responses to Bidder Requests
- Yes  No Coordination with Engineers Retained by Abacus: (HVAC, Electrical and Plumbing Engineers)
- Yes  No Architectural or Engineering Services for Re-design
- Yes  No Site Visits and Site Observation Reports – [2] visits included
- Yes  No Review Shop Drawings for: architectural related items
- Yes  No Prepare Written Responses to Contractor RFIs
- Yes  No Review and Processing of Contractor Applications for Payment
- Yes  No Review and Processing of Project Change Orders
- Yes  No Review Masonry Test Reports
- Yes  No Review Concrete Test Reports
- Yes  No Punch list Review and Documentation
- Yes  No Compliance Statement Submittal
- Yes  No Preparation of Record Designs
- Yes  No Preparation of "as constructed drawings"



Abacus shall be given access to the Project site and all work in progress. Abacus is not responsible for means methods, techniques and sequences of construction.

### **3. SCHEDULE**

The Project schedule is currently anticipated to be as follows:

Approval of Contract	June 3 <sup>rd</sup> , 2019
Phase I (Architect and Engineers)	Complete
Phase II Completion – Construction Documents (Architect and Engineers)	4 weeks
State Review	July 15 <sup>th</sup> , 2019
Phase III – Construction Administration (City has requested that plans be out to bid no later than October 2019 – but may send them out earlier)	TBD

Abacus and its consultants will produce their designs consistent with the milestones set forth above, except that these milestones may be extended for reasonable cause.

### **4. COMPENSATION**

#### **A. Fees**

Abacus compensation is based upon the types of design services requested and the responsibilities assumed related to design of the Project. In setting both fees and hourly rates, we have taken into consideration: (1) the complexity of design involved; (2) nature of services provided; (3) the format for Project design deliverables; and (4) the experience level of the individuals that will be assigned to the Project.

In consideration for performance of services, Abacus shall be paid the following fees:

#### **Phase I – Design - Complete**

#### **Phase II – Construction Documents and Phase III Construction Administration**

Construction Cost (est. \$250,000 - \$300,000)

\*construction cost will fluctuate based on accepted Alternates being approved or not.

Lump Sum of \$29,000

Architectural	\$12,500
Electrical Engineering	\$ 2,900
HVAC Engineering	\$ 9,800
Plumbing Engineering	\$ 3,800



Abacus shall invoice every two weeks based on services performed and reimbursable disbursements incurred. Payment shall be made within thirty (30) days after the billing date. Invoices will be sent to:

Department of Public Works  
Attn: Michael Willmas, Superintendent Facilities and Traffic  
2026 New Jersey Avenue  
Sheboygan, WI 53081

We reserve the right to charge 1% interest per month (12% per year) on balances past 30 days. We reserve the right to stop work immediately if invoices are not paid when due.

All costs to restart work if work is stopped, collection costs, including reasonable attorney fees, shall be paid by Owner.

**B. Owner Direct Costs**

You will be directly responsible for the following costs related to this Project:

- Printing of plans and specifications for bidding purposes

**C. Reimbursable Expenses**

Reimbursable expenses shall be charged at 1.1 times cost and shall include the following:

- Photocopying and duplication of plans, specifications and bid documents
- State Division of Industry Services, County and Local – application, regulatory and design approvals and permit fees for:
  - o building, HVAC, electrical, plumbing, component submittals, storm water design
  - o Impact fees associated with sanitation or storm water design
- Testing and consultation services not otherwise included in scope of services compensated by Fee above
- Other costs approved by Owner.

**D. Additional Services**

Our goal in identifying a detailed scope of services above is to minimize the need for unexpected fees for our services. Should additional services nevertheless be needed because of requests for additional services, hidden conditions, changes in laws or other scope changes, we will notify you of the changes before providing these additional services. In addition, all services listed in Section 2 but not selected to be included in Scope of Services at the time this Agreement is executed, which are later required to achieve Project requirements, will be provided as additional services.



Unless otherwise arranged before the additional services are performed, the following hourly rates will apply to additional services:

Senior Project Designer, Robert Heimerl	\$135.00/ hour
Project Designer, Eric Halbur	\$130.00/ hour
Senior Project Manager, Paul Mentink	\$135.00/ hour
Senior Project Manager, Kyle Karstaedt	\$135.00/ hour
Senior Project Manager, Kurt Davis	\$135.00/ hour
Project Manager, Gavin Dorsch	\$115.00/ hour
Project Manager, Justin Marquis	\$ 85.00/ hour
Architectural Technician, Gurpreet Riedel	\$ 80.00/ hour
Architectural Technician, David Gauthier	\$ 75.00/ hour
Citizen Architect, Chad Wleczek	\$ 60.00/ hour
Interior Design, Anne Blanke	\$110.00/ hour
LEED AP Design, Anne Blanke	\$125.00/ hour
Senior Civil Engineer, Joel Van Ess	\$135.00/ hour
Project Engineer, Mathew Weiss	\$ 95.00/ hour
Civil Technician II, Wayne Seifert	\$ 75.00/ hour

Engineering and other consultant rates provided upon request.

Additional Services will also include:

#### **Design and Construction Document Phase**

All architectural and engineering services:

- Inconsistent with approvals or instructions you have previously given, including revisions made necessary by adjustments in program, project budget, cost implications, alternative designs, alternative delivery methods, and value engineering.
- Requiring extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, LEED® or other green building certification.
- Required by the enactment or revision of codes, laws or regulations or official interpretations.
- Resulting from failure to render decisions by you, the contractor or any applicable reviewing agency.
- For preparing and providing digital data for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients, including the cost of dedicated and firewalled transmissions, project websites, cloud storage and related infrastructure necessary for accessing digital or electronic data.
- For preparation and coordination of special drawings or specifications for obtaining alternate bid pricing for changes in scope of work, value engineering, or out of sequence/phased bidding.



- For attendance at a public presentation, meeting or hearing.
- For attendance at a dispute resolution proceeding or legal proceeding, except where the Abacus is named party.
- For evaluation of the qualifications of bidders.

#### **Construction Administration Phase**

Unless Owner determines that such services are not needed and provides notice to Abacus indicating they should not be performed, Abacus will proceed with the following additional services to avoid delay in Project when necessary:

- Assist Owner in Local Land Use and Zoning Approvals
- Reviewing or responding to a Contractor's/ Owner's
  - o Submittal out of sequence from the submittal schedule agreed to by Abacus.
  - o Requests for information that are not prepared in accordance with the submittal requirements in the Contract Documents.
  - o Substitution requests that result in changes to original Construction Documents.
- Evaluating an extensive number of Claims as the Initial Decision Maker.
- Providing Construction Administration Services 30 days after the original date scheduled for Substantial Completion of the Contractor's work.
- Providing construction administration services related to unqualified contractors or subcontractors or defective work, including meetings, additional site visits by Abacus or its engineers or other consultants, and assistance regarding corrective measures.

If any other additional services not specifically listed above are needed, Abacus will consult with the Owner to explain the services and proceed with them upon Owner's approval.

It is acknowledged by both parties that Abacus' scope of services does not include any services related to asbestos, PCBs, lead or any other hazardous or toxic materials. Owner shall indemnify Abacus for any damages or losses arising out of the existence of such materials on this Project.

#### **5. CONSEQUENTIAL DAMAGES**

In no event shall Abacus or its consultants be liable in contract, tort, strict liability, warranty, equity or otherwise for any special, indirect, incidental or consequential damages, such as, but not limited to, loss of product, loss of use of the equipment or system, loss of anticipated profit or revenue, non-operation or increased expense of operation of other equipment or systems.



## **6. STANDARD OF CARE**

The services performed by Abacus shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of architecture, engineering and consulting professions in the same locale acting under similar circumstances and conditions as of the date of this Agreement.

## **7. CONTRACTOR WORK ACTIVITIES**

Abacus shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the Contractor's work. Abacus shall not be responsible for the acts or omissions of any person (except its own employees or agents) at Project site or others otherwise performing any of the work of the Project.

## **8. OWNERSHIP AND COPYRIGHT**

Abacus is the author, creator and owner of its design documents, whether in paper or electronic form, and retains all common law, statutory and other reserved rights, including copyrights. Upon payment as provided in this Agreement, a license for use of the designs solely for this Project is hereby created and granted to Owner. It may be assigned to a successor upon written agreement of Abacus, which shall not be unreasonably withheld. Reuse of the designs by Owner for future modifications of this Project shall be Owner's sole risk and Owner shall indemnify and defend Abacus for such use, unless Abacus acts as architect of record for these modifications.

## **9. PROJECT SUSPENSION/TERMINATION**

If Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination, or at the Architects option, cause for suspension of performance of services under this agreement. If the Architect elects to suspend services, the Architect shall give seven days written notice to the Owner before suspending services. Abacus shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

If Owner suspends the Project for more than 30 consecutive days, Abacus shall cease its services and be compensated for services performed prior to the notice of suspension. When the Project is resumed, Abacus shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules will be equitably adjusted.

If the Project is suspended for more than 90 days in the aggregate, Abacus may terminate this Agreement by giving not less than seven (7) days written notice and shall within 7 days be compensated for any outstanding and unpaid services performed prior to notice of such termination.

In the event that Owner terminates this Project prior to completion, you hereby agree to pay for all services provided through the date of Project termination.



## **10. CLAIM RESOLUTION**

Any dispute, claim or controversy arising out of this Agreement or involving an interpretation of it (Claims) shall be resolved through the following procedures:

- A. Good Faith Negotiations.** Both parties shall meet in person to discuss any Claims promptly and shall use best efforts to resolve them. Any resolutions reached shall be documented in writing.
- B. Mediation.** If good faith negotiations do not fully resolve a Claim, either party may send a notice to the other and the parties will meet within 30 days to mediate the Claim. If the parties agree on a mediator within 14 days after notice of mediation, that mediator shall serve, otherwise, American Arbitration Association shall furnish a mediator under its then-current Rules. Cost of mediation shall be borne equally by the parties. Any resolutions shall be documented in writing and signed by the parties.



#### **11. ACCEPTANCE**

Please sign both copies of this Agreement and return one signed copy to our office as your authorization for Abacus to begin services. The person(s) executing this Agreement on behalf of the Owner hereby confirm(s) that they have authority to bind the Owner.

Owner: \_\_\_\_\_

By (Signature): \_\_\_\_\_

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

Name (Print): \_\_\_\_\_

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

We are excited about this opportunity and look forward to working with you. If you have any questions, please feel free to call us.

Sincerely,

Kurt Davis, Senior Vice President  
Abacus Architects, Inc.

# LOCKER ROOM RENOVATION

# **SHEBOYGAN DPW RENOVATION**

2026 NEW JERSEY AVE, SHEBOYGAN, WI 53081



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**ABBREVIATIONS**

## MATERIALS AND SYMBOLS



LOCATION MAP

DRAWN BY: GKR  
CHECKED BY: KED  
**A**  
**101**  
PROJ. NO. 2019-22

## **FLOOR PLAN KEYNOTES**

NO.	DESCRIPTION
3	REINFORCING WALL OPENING WITH CONSTRUCTION TO MATCH DESIGN. MORTAR NEW SURFACE FLUSH WITH EXISTING ADJACENT SURFACES.
3	100% CLOTHING OF CHAMFER

**GENERAL PLAN NOTES**

- **NO ACCESS REQUIREMENTS** SHOWN ON PLANS ARE NOT TO BE REMOVED AND ARE DEEMED TO EXIST. THE OWNER IS NOT REQUIRED TO LOCATE THESE REQUIREMENTS OR  
TRANSFORMATION OF ACCESS REQUIREMENTS SHALL BE VERIFIED WITH THE OWNER PRIOR TO REMOVAL.
- **INTERFERENCE INDICATIONS** SHOWN ON PLANS ARE TO BE REMOVED.
- **GENERAL CONTRACT VERIFY** AND FIELD CONDITIONS & DIMENSIONS
- **DEMOLITION** VERIFYING THE EXTENT OF REMOVAL, ARE TO BE VERIFIED TO COORDINATE STRATEGIC  
DEMOLITION



WALL TYPE "A"

**GENERAL DEMO PLAN NOTES**

- **RENTING CONTRACT** (WITH NO RENT DEDUCTION & EXEMPTIONS)
- **CAPITAL EXPENSES** ARE AN INTEGRAL PART OF THE RENTAL BUSINESS & ARE NOT EXEMPTED. IT IS POSSIBLE TO REDUCE RENTAL RESULT BY ALLOCATING APPROPRIATE CAPITAL, CONTRACT & RENTAL COSTS TO RENTAL
- **LEASE FEES** ARE TO BE RECORDED AS RENT & REPAIR ADJUSTMENT DIFFERENCES AS IT IS EASIER TO RECORD THESE FEES
- **DEVALUATION** IS ANOTHER FORM OF DEPRECIATION, AND IT IS ALSO RECORDED IN CAPITAL EXPENSES CONTRACT & RENT
- **NO CAPITAL EXPENSES** TO BE TAKEN INTO CONSIDERATION

## DEMOLITION PLAN KEYNOTES

1 REMOVE EXISTING DOOR & FRAME & REPAIR  
SUB FLOOR & WALL, AND PREP FOR NEW CONSTRUCTION  
SUB FLOOR AS REQUIRED FOR NEW CONSTRUCTION

2 REMOVE EXISTING DOOR

3 REMOVE EXISTING WALL, AND PREP FOR NEW CONSTRUCTION  
SUB FLOOR AS REQUIRED FOR NEW CONSTRUCTION

4 CUT OPENING IN EXISTING WALL, AND PREP FOR NEW CONSTRUCTION  
SUB FLOOR AS REQUIRED FOR NEW CONSTRUCTION

5 REMOVE EXISTING CABINET

6 REMOVE EXISTING PLUMBING, REPIPE, PREPARE FOR  
NEW CONSTRUCTION

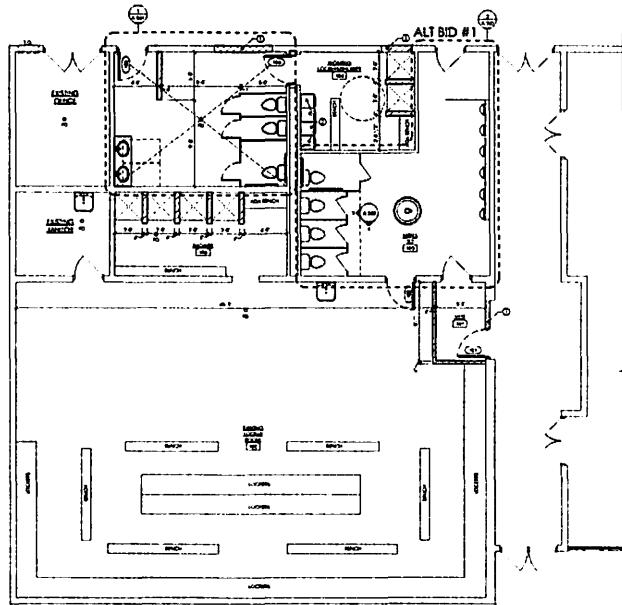
7 REMOVE EXISTING DOOR & FRAME & REPAIR  
SUB FLOOR & WALL, AND PREP FOR NEW CONSTRUCTION  
SUB FLOOR AS REQUIRED FOR NEW CONSTRUCTION

8 REMOVE EXISTING DOOR & FRAME & REPAIR  
SUB FLOOR & WALL, AND PREP FOR NEW CONSTRUCTION  
SUB FLOOR AS REQUIRED FOR NEW CONSTRUCTION

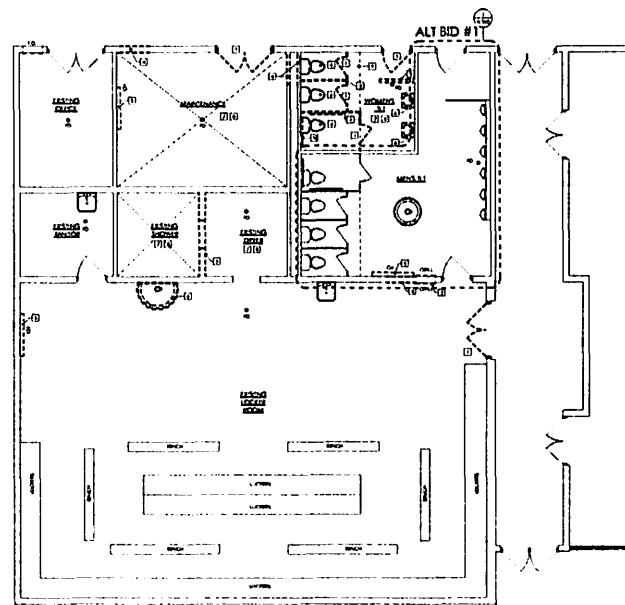
9 REMOVE EXISTING DOOR & FRAME & REPAIR  
SUB FLOOR & WALL, AND PREP FOR NEW CONSTRUCTION  
SUB FLOOR AS REQUIRED FOR NEW CONSTRUCTION



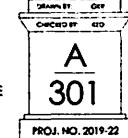
**REVISIONS:**

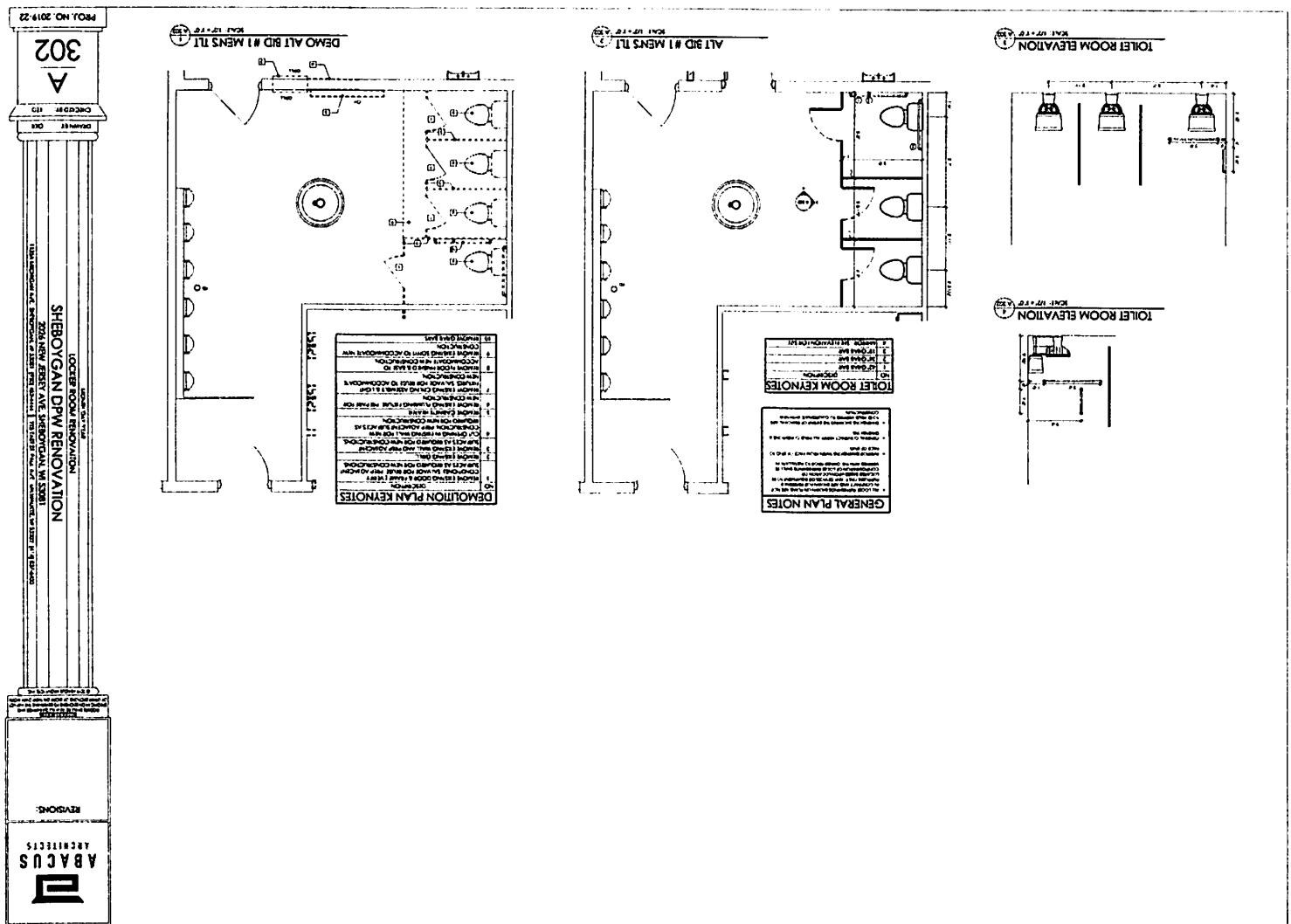


PARTIAL FIRST FLOOR  
SCALE 1" = 1'-0" 1:300



**DEMO PARTIAL FIRST FLOOR**   
SCALE 1'-0" = 50'-0"



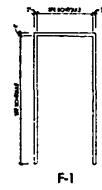


ROOM FINISH SCHEDULE											
NO.	ROOM	NAME	FLOOR	TYPE	WALL	CEIL	SOUL	REST	CEIL NO.	WALL NO.	TYPE
121	WTR	LOCKER ROOM	1	WALL							
122	WTR	LOCKER ROOM	1	WALL							
123	WTR	LOCKER ROOM	1	WALL							
124	WTR	LOCKER ROOM	1	WALL							
125	WTR	LOCKER ROOM	1	WALL							
126	WTR	LOCKER ROOM	1	WALL							

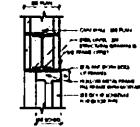
DOOR SCHEDULE											
DOOR NO.	DOOR	FLY.	MTL.	CLASS	WALL	CEIL	SOUL	REST	CEIL NO.	WALL NO.	TYPE
121	20' x 7'	D-1	WTR	1	1/2" MDF	3/4" MDF	3/4" MDF	3/4" MDF	200000	200000	
122	20' x 7'	D-2	WTR	1	1/2" MDF	3/4" MDF	3/4" MDF	3/4" MDF	200000	200000	
123	20' x 7'	D-3	WTR	1	1/2" MDF	3/4" MDF	3/4" MDF	3/4" MDF	200000	200000	
124	20' x 7'	D-4	WTR	1	1/2" MDF	3/4" MDF	3/4" MDF	3/4" MDF	200000	200000	



DOOR TYPES  
SCALE: 1/2" = 1'-0"



FRAME TYPE  
SCALE: 1/2" = 1'-0"



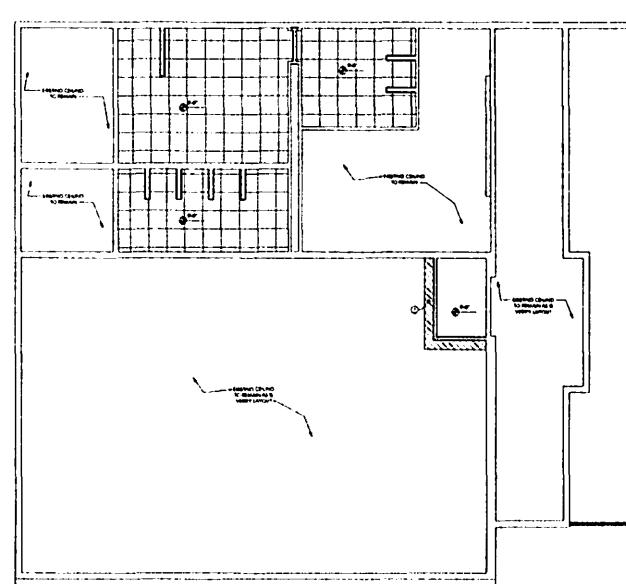
HEAD/JAMB DETAIL  
SCALE: 1/2" = 1'-0"

ROOM FINISH LEGEND											
AC1	ACOUSTIC CEILING	1/2" X 12"									
AC2	WTR. FLOOR DURAFLOOR BOARD	3/4"									
CA1	CONCRETE MASONRY UNIT										
CP1	CEMENT PLASTER										
ES1	EXPOSED STRUCTURE										
FL1	FLORAL										
HE1	HEAVY METAL										
PL1	PLASTER										
PR1	PORCELAIN TILE										
SC1	SCREW										
VE1	WTR. CONCRETE	1/2"									
WD1	WOOD										

REFLECTED CEILING PLAN LEGEND	
1/2" ACCURATE TO GROUND	
OPEN CEILING	

**ABACUS**  
ARCHITECTS

REVISIONS:



REFLECTED CEILING  
SCALE: 1/2" = 1'-0"

N  
W  
E  
S

ROOFING  
WALL  
DOOR  
WALL  
LOCKER ROOM RENOVATION  
SHEBOYGAN DPW RENOVATION  
TOOL BENCHES, SHELVES, ETC.  
REFLECTED CEILING PLAN  
DRAWN BY: OLE  
CHECKED BY: ATO  
A  
303  
PROJ. NO. 2019-22



III

Res. No.       - 19 - 20. By Alderpersons Wolf and Sorenson. June 3, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for concrete paving of N. 15th Street from Niagara Avenue to Wisconsin Avenue.

WHEREAS, pursuant to Resolution No. 165-18-19, the Engineering Division of the Department of Public Works has advertised for bids for the concrete paving of North 15th Street from Niagara Avenue to Wisconsin Avenue; and

WHEREAS, this bid was assigned City Bid No. 2434-19; and

WHEREAS, two bids were received from:

Vinton Construction Company, Inc.	\$456,842.88
Buteyn Peterson Construction Company	\$486,496.14; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid, from Vinton Construction Company, Inc., 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 Vinton Construction Company, Inc. for the concrete paving of N. 15th Street from Niagara Avenue to Wisconsin Avenue in the amount of \$456,842.88.

Public Works

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts in payment of the contract with Vinton Construction Company, Inc.:

Acct. No. 42933140-631200 (TID 19 - Streets - Street Improvements) \$403,300.21

Acct. No. 60134110-980099 (Wastewater - Sanitary Maintenance Replacement Costs) \$ 53,542.67

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

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

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

**CITY OF SHEBOYGAN  
AGREEMENT  
SECTION 00 52 00**

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and  
("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: 2019 Concrete Pavement Projects, N. 15<sup>th</sup> Street – Wisconsin to Niagara.

## 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 October 31, 2019, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.

B. Milestones 1: N. 15<sup>th</sup> Street sanitary sewer to be completed no later than July 26, 2019.

**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 1<sup>st</sup> 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 Drawings.
  5. Addenda (not attached but incorporated by reference) (numbers 1 to -4, inclusive).
  6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1, 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)*

CITY OF SHEBOYGAN  
AGREEMENT  
SECTION 00 52 00

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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:

City of Sheboygan

By: \_\_\_\_\_  
(signature)

Name,  
Title: Darrell Hofland, City Administrator

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

CONTRACTOR:

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:

By: \_\_\_\_\_  
(signature)

Name,  
Title: Michael Vandersteen, Mayor

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

By: \_\_\_\_\_  
(signature)

Name,  
Title: Charles C. Adams, City Attorney

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

Countersigned by:

By: \_\_\_\_\_  
(signature)

Name,  
Title: Meredith DeBruin, City Clerk

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

2434-19 2019 Concrete Pavement Project (#6170450)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/14/2019 11:00 AM CDT

Vinton Construction Company							
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
<b>N. 15th Street</b>							
	1 N15-1		Mobilization	LS	1	\$16,500.00	\$16,500.00
	2 N15-2		Traffic Control	LS	1	\$5,000.00	\$5,000.00
	3 N15-3		Excavation (Pay Plan Quantity)	CY	2000	\$18.50	\$37,000.00
	4 N15-4		Removing Pavement	SY	3400	\$4.40	\$14,960.00
	5 N15-5		Base Aggregate	Tons	2500	\$14.30	\$35,750.00
	6 N15-6		Concrete Curb and Gutter	LF	1350	\$16.50	\$22,275.00
	7 N15-7		Concrete Pavement, 7-inch Dowelled	SY	3064	\$46.16	\$141,434.24
	8 N15-8		Concrete Sidewalk, 5-inch	SF	1230	\$6.00	\$7,380.00
	9 N15-9		Detectable Warning Fields	LF	30	\$35.00	\$1,050.00
	10 N15-10		Driveways	SF	760	\$6.80	\$5,168.00
	11 N15-11		Restoration (Topsoil, Seed, Fertilizer and Mulch)	LS	1	\$10,400.00	\$10,400.00
	12 N15-12		EC - Silt Fence	LF	400	\$3.00	\$1,200.00
	13 N15-13		EC - Inlet Protection	EA	6	\$70.00	\$420.00
	14 N15-14		Removing Storm Sewer	LS	1	\$9,500.00	\$9,500.00
	15 N15-15		Manholes	EA	3	\$2,600.00	\$7,800.00
	16 N15-16		Modification to Existing Storm Manhole	EA	2	\$600.00	\$1,200.00
	17 N15-17		Catchbasins	EA	3	\$2,200.00	\$6,600.00
	18 N15-18		12" Storm Sewer Pipe	LF	8	\$91.00	\$728.00
	19 N15-19		15" Storm Sewer Pipe	LF	91	\$91.00	\$8,281.00
	20 N15-20		18" Storm Sewer Pipe	LF	333	\$93.00	\$30,969.00
	21 N15-21		Rip Rap at Outfall	CY	12	\$100.00	\$1,200.00
	22 N15-22		Adjusting Manholes	EA	4	\$450.00	\$1,800.00
	23 N15-23		Removing Sanitary Sewer	LS	1	\$5,700.00	\$5,700.00
	24 N15-24		8" PVC Sanitary Sewer	LF	347.5	\$76.00	\$26,410.00
	25 N15-25		48" Sanitary Manhole	EA	2	\$2,700.00	\$5,400.00
	26 N15-26		6" Sanitary Lateral	LF	40	\$118.00	\$4,720.00
	27 N15-27		Sanitary Wye	EA	1	\$900.00	\$900.00
	28 N15-28		Lighting Control Cabinet and Electrical Meter	EA	1	\$7,500.00	\$7,500.00
	29 N15-29		Street Lights (Base, Pole, Luminaire and Wire in Pole)	EA	6	\$3,820.00	\$22,920.00
	30 N15-30		Wire - 6 AWG	LF	3339	\$1.10	\$3,672.90
	31 N15-31		Conduit - 2-Inch	LF	1113	\$6.00	\$6,678.00
	32 N15-32		Pull Box	EA	1	\$700.00	\$700.00
	33 N15-33		Construction Staking	LS	1	\$3,126.74	\$3,126.74
	34 N15-34		Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00
<b>N. 15th Total</b>							<b>\$456,842.88</b>

CITY OF SHEBOYGAN  
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2019 Concrete Paving Projects

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32 10 00	Grading, Pavement, Curb and Cutter, and Sidewalk	32 10 00-1 to 32 10 00-5
<b>33 00 00</b>	<b>UTILITIES</b>	
33 00 00	Storm and Sanitary Utilities	33 00 00-1 to 33 00 00-3



VIII  
R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 18-19-20 by Alderpersons Donohue and Bohren submitting an initial Resolution authorizing General Obligation Bonds in an amount not to exceed \$1,100,000 for garbage disposal projects; recommends adopting the Resolution.

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Committee

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

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

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

III

4.2

Res. No. 18 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT  
NOT TO EXCEED \$1,100,000 FOR GARBAGE DISPOSAL PROJECTS.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,100,000 for the public purpose of paying the cost of garbage disposal projects, consisting of acquisition of garbage and recycling trucks.

By Laguna Howland  
James A. Bohr

Finance  
Personnel  
Adm. St.

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 ,

## Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)  
HI-00515R of 20515R.

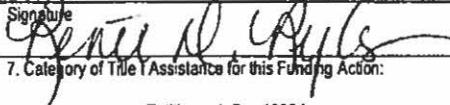
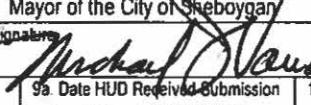
## U.S. Department of Housing and Urban Development

Office of Community Planning and Development  
Community Development Block Grant Program

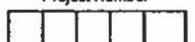
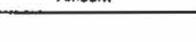
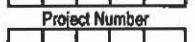
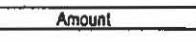
OMB Approval No. 2506-0193  
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) <b>City of Sheboygan</b>	3a. Grantee's 9-digit Tax ID Number <b>396005599</b>	3b. Grantee's 9-digit DUNS Number <b>076144153</b>
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Honorable Mike Vandersteen Mayor of the City of Sheboygan City Hall 828 Center Avenue, Suite 301 Sheboygan, WI 53081	4. Date use of funds may begin (mm/dd/yyyy) <b>08/13/2019</b>	
	5a. Project/Grant No. 1 <b>B-19-MC-55-0016</b>	6a. Amount Approved <b>\$892,414.00</b>
	5b. Project/Grant No. 2	6b. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.) The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) <b>Renee Ryles</b>	Grantee Name (Contractual Organization) <b>Honorable Mike Vandersteen</b>		
Title <b>Acting Director, Office of Community Planning &amp; Development</b>	Title <b>Mayor of the City of Sheboygan</b>		
Signature 	Signature 		
Date (mm/dd/yyyy) <b>08/13/2019</b>	Date (mm/dd/yyyy) <b>Michael Vandersteen 8-23-19</b>		
7. Category of Title I Assistance for this Funding Action: <b>Entitlement, Sec 106(b)</b>	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) <b>06/19/2019</b>	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) <b>08/13/2019</b>	
		9c. Date of Start of Program Year (04/01/2019)	
11. Amount of Community Development			
Block Grant	FY (2019)	FY (2018)	FY (2017)
a. Funds Reserved for this Grantee	<b>\$892,193.00</b>	<b>\$ 221.00</b>	<b>\$ .00</b>
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			
12a. Amount of Loan Guarantee Commitment now being Approved <b>N/A</b>	12b. Name and complete Address of Public Agency <b>City of Sheboygan City Hall 828 Center Avenue, Room 301 Sheboygan, WI 53081</b>		
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it	12c. Name of Authorized Official for Designated Public Agency Title Signature		

### HUD Accounting use Only

Batch	TAC	Program	Y	A Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
											
 											
 											
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By	

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2026. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2026.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

**Instructions:** The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or



Community Planning  
and Development

**U.S. Department of Housing and Urban Development**  
Milwaukee Field Office  
Suite 950  
310 West Wisconsin Avenue  
Milwaukee, WI 53203-2289  
<http://www.hud.gov/local/mil/>

August 13, 2019

Mr. Chad Pelishek  
Director of Planning and Development  
City of Sheboygan  
City Hall - 828 Center Avenue, Suite 301  
Sheboygan, WI 53081

Dear Mr. Pelishek::

**SUBJECT:** Annual Action Plan for the City of Sheboygan  
Fiscal Year 2018 - Grant No. B-19-MC-55-0016

We are pleased to inform you that our office has completed its review of your Fiscal Year (FY) 2019 Annual Plan and it has been approved. This approval is further based on the Field Office's reliance on your Certifications that you will continue to take appropriate steps to affirmatively further fair housing, as required by 24 CFR Section 91.225 (a) (1) and other requirements referenced at 24 CFR Section 91.225 (a) (1-7). As a result, the following dollar amounts are now available to the City of Sheboygan for these Community Planning and Development (CPD) administered programs:

<b>Community Development Block Grant (CDBG)</b>	<b>\$892,414</b>
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While your program year start date was April 1, 2019, the effective date of this year's funding is on the enclosed grant agreements and funding approval documents. **Please have your Chief Elected Official sign and return one (1) original of the FY 2019 grant agreements to Tammy Trunkel, CPD Program Support Specialist as soon as possible. Keep one signed original for your records.** The process of adding these funds to your line of credit cannot be started until the signed agreements are received in our office.

If any FY 2019 costs were incurred prior to the effective date, please refer to 24 CFR 570.200(h) for CDBG, CPD Notice 16-18 or to 24 CFR 92.212 for HOME if applicable, to determine whether those costs may be paid or reimbursed with program funds. Please note specific conditions are included as a part of the enclosed CDBG grant agreements, which are new to Fiscal Year 2019 funding.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds and affirmatively further fair housing in accordance with 24 CFR 5.150. A copy of your Consolidated Plan/Annual Action Plan was provided to the Office of Fair Housing and Equal Opportunity (FHEO) for review. In the event that HUD's FHEO Office has comments regarding the review of your Consolidated Plan/Annual Action Plan, it will be sent under separate cover. The City is reminded that until the City receives HUD's approval on its Assessment of Fair Housing (AFH) plan, it is required to

have an Analysis of Impediments (AI) on file. In order to maintain compliance with existing requirements until the first AFH submission, the program participant should be aware they can maintain compliance in three ways: (1) Conduct an AI or update their current AI (if applicable); (2) Use the AFH framework to conduct the AI; (3) Submit an early AFH. For further information, refer to 24 C.F.R. §5.160(a)(3).

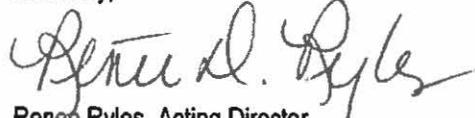
Additionally, you are reminded of your responsibilities to comply with other applicable laws and related program requirements for:

- affirmatively furthering fair housing under 24 CFR Section 570.601;
- employment and contracting opportunities under 24 CFR Section 570.607;
- Lead Safe Housing Rule, 24 CFR 35, subparts B through R, as applicable;
- citizen participation requirements under 24 CFR Section 91.200 (b), 91.115, and 91.401, as applicable;
- environmental review requirements under 24 CFR Part 58, as applicable;
- grant administration requirement under 24 CFR Section 570.501 – 570.505;
- record keeping requirements under 24 CFR Section 570.506; and
- all other applicable Federal Regulations.

We appreciate your work and the efforts of your staff in preparing the 2019 Annual Action Plan for the City of Sheboygan. We look forward to working with you during this year to accomplish the goals you have set forth for your community.

Should your staff have any questions, please ask them to contact Michael Martin, CPD Representative at (414) 935-6639.

Sincerely,



Renee Ryles, Acting Director  
Office of Community Planning &  
Development, 5ID

Enclosures

cc: Honorable Mike Vandersteen  
Mayor of the City of Sheboygan

VIII

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 19-19-20 by Alderpersons Donohue and Bohren submitting an initial Resolution authorizing General Obligation Bonds in an amount not to exceed \$110,000 for acquisition of Fire Department equipment; recommends adopting the Resolution.

*RG*

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Committee

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

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

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

III

4.3

Res. No. 19 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$110,000 FOR ACQUISITION OF FIRE DEPARTMENT EQUIPMENT.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$110,000 for the public purpose of paying the cost of acquisition of fire engines and other equipment of the fire department.

Myra L. Neubauer  
James A. Bohren

Finance  
+  
Personnel  
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

VIII

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 20-19-20 by Alderpersons Donohue and Bohren submitting an initial Resolution authorizing General Obligation Bonds in an amount not to exceed \$278,000 for construction of engine houses; recommends adopting the Resolution.

red ✓

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\_\_\_\_\_.  

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Dated 20 . , City Clerk

Approved 20 . Mayor

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

Approved 20 . Mayor

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

III

4.4

Res. No. 20 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$278,000 FOR CONSTRUCTION OF ENGINE HOUSES.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$278,000 for the public purpose of paying the cost of construction of engine houses, consisting of fire station improvements.

Finance  
Resource  
Adopt

Melayne Novak

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

VII

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 21-19-20 by Alderpersons Donohue and Bohren submitting an initial Resolution authorizing General Obligation Bonds in an amount not to exceed \$2,722,000 for street improvement projects; recommends adopting the Resolution.

res

I HEREBY CERTIFY that the foregoing  
and adopted by the Common Council of

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Committee

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

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

Approved 20 . , Mayor

III

4.5

Res. No. 21 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$2,722,000 FOR STREET IMPROVEMENT PROJECTS.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$2,722,000 for the public purpose of paying the cost of street improvement projects.

Financial  
Personnel  
adpt.

Lylyne Nowlan  
James a Bohre

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

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

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

VIII

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 22-19-20 by Alderpersons Donohue and Bohren submitting an initial Resolution authorizing General Obligation Bonds in an amount not to exceed \$760,000 for bridge projects; recommends adopting the Resolution.

*mf*

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Committee

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

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

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

III

4.6

Res. No. 22 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT  
NOT TO EXCEED \$760,000 FOR BRIDGE PROJECTS.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$760,000 for the public purpose of paying the cost of bridge projects.

Finance/  
Personnel  
adopt

My signature is written  
James A. Bish

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

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

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

VIII

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 23-19-20 by Alderpersons Donohue and Bohren submitting an initial Resolution authorizing General Obligation Bonds in an amount not to exceed \$107,000 for Library projects; recommends adopting the Resolution.

ref

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

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

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

III

4.7

Res. No. 23 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$107,000 FOR LIBRARY PROJECTS.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$107,000 for the public purpose of paying the cost of library projects.

Finance  
Personnel  
adopt

Melodyne Thorson  
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

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 24-19-20 by Alderpersons Donohue and Bohren submitting an initial Resolution authorizing General Obligation Bonds in an amount not to exceed \$123,000 for parks and public grounds projects; recommends adopting the Resolution.

ref

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

Approved 20 . Mayor

Approved 20 . Mayor

Approved 20 . Mayor

III

4.8

Res. No. 24 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$123,000 FOR PARKS AND PUBLIC GROUNDS PROJECTS.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$123,000 for the public purpose of paying the cost of parks and public grounds projects.

Finance  
personnel  
adopt

Mylynne Donohue  
James A. Bohren

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

8

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 25-19-20 by Alderpersons Donohue and Bohren submitting an initial Resolution authorizing General Obligation Bonds in an amount not to exceed \$4,225,000 for community development projects in Tax Incremental Districts; recommends adopting the Resolution.

ref

### Committee

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

Dated 20 . , City Clerk

Approved 20 . Mayor

III

4.9

Res. No. 25 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$4,225,000 FOR COMMUNITY DEVELOPMENT PROJECTS IN TAX INCREMENTAL DISTRICTS.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$4,225,000 for the public purpose of paying the cost of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental Districts.

Finance  
Personnel  
adopt

Debbyne Bohren  
Janea Bol

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

Dated       , 20      ,       , City Clerk

Approved       , 20      ,       , Mayor

VIII

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 26-19-20 by Alderpersons Donohue and Bohren directing publication of notice to electors relating to bond issues; 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

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

III

4.10

Res. No. 26 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS RELATING TO  
BOND ISSUES.

WHEREAS, initial resolutions authorizing general obligation bonds have been adopted by the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") and it is now necessary that said initial resolutions be published to afford notice to the residents of the City of their adoption;

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall, within 15 days, publish a notice to the electors in substantially the form attached hereto in the official City newspaper as a class 1 notice under ch. 985, Wis. Stats.

Finance +  
Personnel  
adopt

My favorite howlum

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

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

11

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 27-19-20 by Alderpersons Donohue and Bohren providing for the sale of not to exceed \$4,225,000 General Obligation Community Development Bonds, Series 2019B; recommends adopting the Resolution.

res

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Committee

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

Dated 20 . . . , City Clerk

Approved 20 . , Mayor

Res. No. 27 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$4,225,000 GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2019B.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation bonds in an amount not to exceed \$4,225,000 for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental Districts; and

WHEREAS, the Common Council hereby finds and determines that the projects described in the Initial Resolution are within the City's power to undertake and therefore serve a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

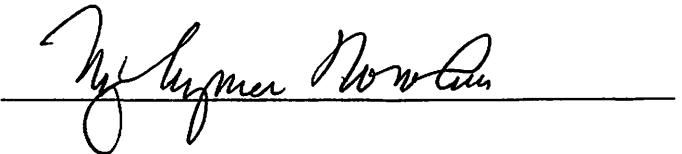
Section 1. Issuance of Bonds. The City shall issue bonds designated "General Obligation Community Development Bonds, Series 2019B" (the "Bonds") in an amount not to exceed \$4,225,000 for the purpose above specified.

Section 2. Sale of the Bonds. Assuming no sufficient petition for referendum is received with respect to the Initial Resolution, the Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

*Financial  
Personnel  
adopt.*

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.



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

8

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 28-19-20 by Alderpersons Donohue and Bohren providing for the sale of approximately \$6,655,000 General Obligation Corporate Purpose Bonds, Series 2019A; recommends adopting the Resolution.

ref

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\_\_\_\_.

Approved 20 . , Mayor

Res. No. 28 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$6,655,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2019A.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has adopted initial resolutions (the "Initial Resolutions") authorizing the issuance of general obligation bonds for the following public purposes and in the following not to exceed amounts:

- (a) \$1,100,000 for garbage disposal projects, consisting of acquisition of garbage and recycling trucks;
- (b) \$110,000 for acquisition of fire engines and other equipment of the fire department;
- (c) \$278,000 for construction of engine houses, consisting of fire station improvements;
- (d) \$2,722,000 for street improvement projects;
- (e) \$760,000 for bridge projects;
- (f) \$107,000 for library projects; and
- (g) \$123,000 for parks and public grounds projects.

WHEREAS, the Common Council hereby finds and determines that the projects described in the Initial Resolutions are within the City's power to undertake and therefore serve a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes; and

WHEREAS, the City is also presently in need of approximately \$1,455,000 for the public purpose of refunding obligations of the City, including interest on them, to wit: the General Obligation Promissory Notes, Series 2012A, dated May 10, 2012 and deems it necessary and desirable to issue general obligation bonds for that purpose.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Combination of Issues. The issues referred to above are hereby combined into one issue of bonds designated "General Obligation Corporate Purpose Bonds, Series 2019A" (the "Bonds") in an amount of approximately \$6,655,000 for the purposes above specified.

Section 2. Sale of the Bonds. Assuming no sufficient petition for referendum is received with respect to the Initial Resolutions, the Common

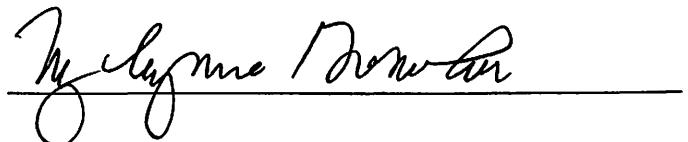
Finance/  
Personnel  
adopt



Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.



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

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

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

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 29-19-20 by Alderpersons Donohue and Bohren providing for the sale of approximately \$3,315,000 Taxable General Obligation Refunding Bonds, Series 2019C; recommends adopting the Resolution.

ref

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

Approved 20 . , Mayor

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

III

4.13

Res. No. 29 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$3,315,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019C.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$3,315,000 for the public purpose of refunding certain outstanding obligations of the City, to wit: Taxable General Obligation Refunding Bonds, Series 2010B, dated June 23, 2010 and deems it to be necessary and desirable to issue general obligation refunding bonds for that purpose; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation refunding bonds on a taxable rather than tax-exempt basis.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

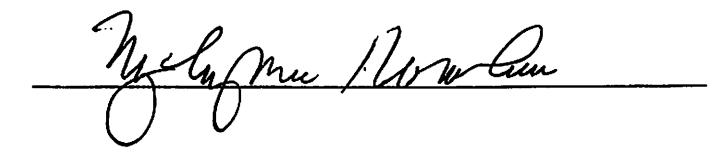
Section 1. Issuance of Bonds. The City shall issue bonds designated "General Obligation Refunding Bonds, Series 2019C" (the "Bonds") in an amount of approximately \$3,315,000 for the purpose above specified.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Financial  
Personnel  
adopt.

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.



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

8

R. C. No. - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
June 3, 2019.

Your Committee to whom was referred Res. No. 31-19-20 by Alderpersons Donohue and Bohren authorizing city staff to begin the process of selling two City-owned vacant lots (Lots 11 and 12) on the northwest corner of Erie Avenue and North 10<sup>th</sup> Street; recommends adopting the Resolution with amendment.

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

### III

Subs. of Res. No. 31 - 19 - 20. By Alderpersons Donohue and Bohren.  
June 3, 2019.

A RESOLUTION authorizing city staff to begin the process of selling two City-owned vacant lots (Lots 11 and 12) on the northwest corner of Erie Avenue and North 10th Street.

WHEREAS, the City utilized Community Development Block Grant (CDBG) funds to purchase the vacant property on the corner of North 10th Street and Erie Avenue from Sheboygan County in late 2018; and

WHEREAS, Habitat for Humanity is interested in purchasing the property for \$10,000 per lot to construct two new single-family, owner-occupied homes on the property, thus completing the restoration of new homes in this block; and

WHEREAS, given the nature of the properties, including the fact that they were purchased with federal CDBG program funds and the location of the properties in a highly visible residential neighborhood that has seen significant investment in affordable single-family housing, it is the City's desire that the sale to Habitat for Humanity be conditioned upon the following restrictions:

- a) Resale of the properties should be strictly limited;
- b) Habitat for Humanity shall construct new single-family homes that match the architecture of the current housing units in the nearby neighborhood, including being at least two stories and complying with the City's "Erie Avenue Design Guidelines";
- c) Habitat for Humanity shall obtain City approval on the architectural plans before the project proceeds; and

WHEREAS, proceeds from the sale shall be receipted in the federal CDBG line of credit as program income, thereby extending the ability of the City to engage in similar housing redevelopment.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes City staff to act on behalf of the City to begin the process of sale of said properties, including negotiation and drafting of documents reflecting the terms of this resolution.

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

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

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

III

4.15

Res. No. 31 - 19 - 20. By Alderpersons Donohue and Bohren. May 20, 2019.

A RESOLUTION authorizing city staff to begin the process of selling two city-owned vacant lots (Lots 11 and 12) on the northwest corner of Erie Avenue and North 10th Street.

WHEREAS, the City utilized Community Development Block Grant (CDBG) funds to purchase the vacant property on the corner of North 10th Street and Erie Avenue from Sheboygan County in late 2018; and

WHEREAS, Habitat for Humanity is interested in purchasing the property for \$10,000 per lot to construct two new single-family, owner-occupied homes on the property, thus completing the restoration of new homes in this block; and

WHEREAS, given the nature of the properties, including the fact that they were purchased with federal CDBG program funds and the location of the properties in a highly visible residential neighborhood that has seen significant investment in affordable single-family housing, it is the City's desire that the sale to Habitat for Humanity be conditioned upon the following restrictions:

- a) Resale of the properties should be strictly limited;
- b) Habitat for Humanity shall construct new single-family homes that match the architecture of the current housing units in the nearby neighborhood, including being at least two stories and complying with the City's "Erie Avenue Design Guidelines"; and

WHEREAS, proceeds from the sale shall be received in the federal CDBG line of credit as program income, thereby extending the ability of the City to engage in similar housing redevelopment.

*Finance & Personnel  
adopt as amended*

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes City staff to act on behalf of the City to begin the process of sale of said properties, including negotiation and drafting of documents reflecting the terms of this resolution.

Jamea 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

XI

3.2

R. O. No. 20 - 19 - 20. By CITY PLAN COMMISSION. May 20, 2019.

Your Commission to whom was referred Gen. Ord. No. 1-19-20 by Alderperson Phillips and R. O. No. 6-19-20 by City Clerk for an application from the City of Sheboygan for a change in the zoning classification of property located at 1316 Niagara Avenue from Class Urban Industrial (UI) to Class Urban Commercial (UC) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 14, 2019, and after due consideration, recommends approval of the General Ordinance and R. O.

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CITY PLAN COMMISSION

Lays over

~~A~~

6.1

Gen. Ord. No. 1 - 19 - 20. By Alderperson Phillips. May 6, 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 1316 Niagara Avenue from Class Urban Industrial (UI) to Class Urban Commercial (UC) Classification.

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

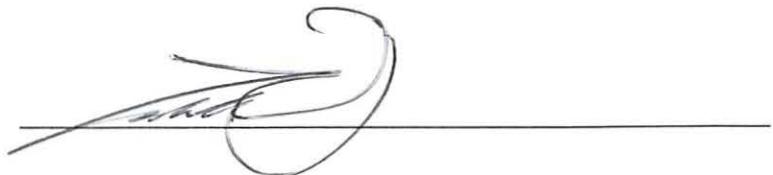
Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial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

Property located at 1316 Niagara Avenue described as:

ORIGINAL PLAT LOTS 12 & 13 & PRT OF LOTS 11 & 14 BLK 111 DESC AS: COM IN THE S LINE OF LOT 14,40' SE OF THE SW CORN OF SD LOT, TH NE 216' M/L PARALLEL TO THE W LINE OF LOT 14 TO THE SHORE OF THE SHEB RIVER, TH DOWNSTREAM ALG THE SHORE OF RIVER 132' M/L TO THE W R/W LINE OF C&NW RR CO MAIN TRACK, TH SLY ON SD R/W LINE 180' M/L TO THE NE CORN OF NIAGARA AVE & N COMMERCE ST, TH WLY 151.6' M/L ALG THE NLY LINE OF NIAGARA AVE 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  
Approve*



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\_\_\_\_.

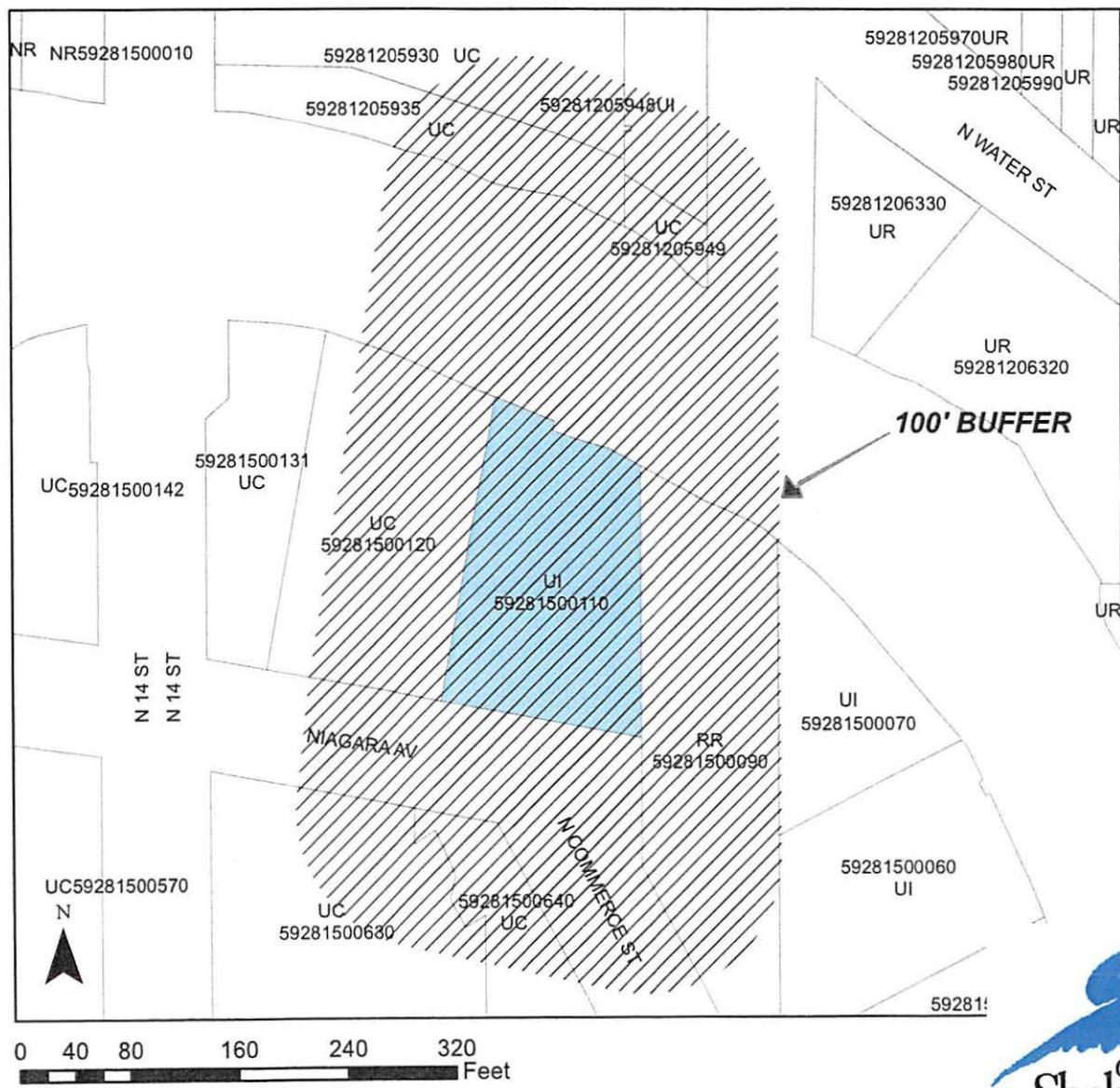
Dated \_\_\_\_\_ 20\_\_\_\_, City Clerk

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

**PROPOSED REZONE  
OF PARCEL NO. 59281500110  
FROM URBAN INDUSTRIAL (UI) TO  
URBAN COMMERCIAL (UC)**

Town: 15N Range: 23E Section: 22

ORIGINAL PLAT LOTS 12 & 13 & PRT OF LOTS 11 & 14 BLK 111  
DESC AS: COM IN THE S LINE OF LOT 14,40' SE OF THE SW  
CORN OF SD LOT, TH NE 216' M/L PARALLEL TO THE  
W LINE OF LOT 14 TO THE SHORE OF THE SHEB RIVER,  
TH DOWNSTREAM ALG THE SHORE OF RIVER 132' M/L TO  
THE W R/W LINE OF C&NW RR CO MAIN TRACK, TH SLY ON  
SD R/W LINE 180' M/L TO THE NE CORN OF NIAGARA AVE &  
N COMMERCE ST, TH WLY 151.6' M/L ALG THE NLY LINE OF  
NIAGARA AVE TO BEG



II

3.2

R. O. No. 6 - 19 - 20. By CITY CLERK. May 6, 2019.

Submitting an application from City of Sheboygan for a change in the zoning classification of property located at 1316 Niagara Avenue from Class Urban Industrial (UI) to Class Urban Commercial (UC).

*City Plan  
ac+file*

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City Clerk

OFFICE USE ONLY  
APPLICATION NO.: \_\_\_\_\_  
RECEIPT NO.: \_\_\_\_\_  
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

MAY 1 '19 PM 3:00

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: City of Sheboygan PHONE NO.: (920) 459-3382  
ADDRESS: 828 Center Ave E-MAIL: Steve.Sikorski@SheboyganWI.gov  
OWNER OF SITE: City of Sheboygan PHONE NO.: (920) 459-3382

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 1316 Niagara Ave  
LEGAL DESCRIPTION: \_\_\_\_\_

PARCEL NO. 5928150010 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Commercial (UC)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: \_\_\_\_\_

Gravel/parking lot (vacant, undeveloped)

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: \_\_\_\_\_

May be used for parking and land for an adjoining multi-tenant commercial redevelopment

### 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 attached

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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: \_\_\_\_\_

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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 attached

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

See 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.

Mark J. Skidowski  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

5/11/19  
\_\_\_\_\_  
DATE

Mark J. Skidowski  
\_\_\_\_\_  
PRINT ABOVE NAME

#### APPLICATION SUBMITTAL REQUIREMENTS

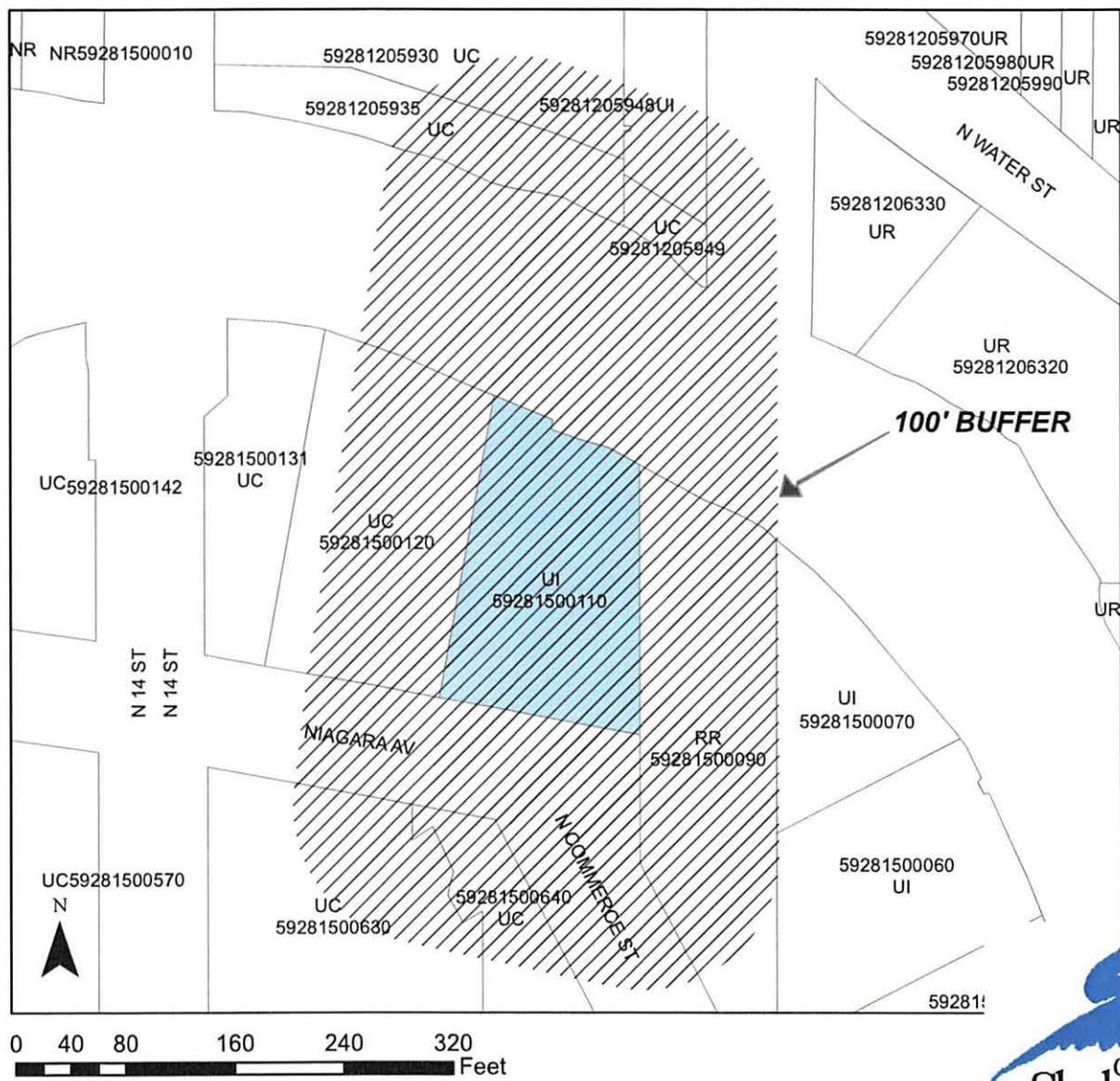
A copy of the current zoning map of the subject property and vicinity showing:

- 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.

# PROPOSED REZONE OF PARCEL NO. 59281500110 FROM URBAN INDUSTRIAL (UI) TO URBAN COMMERCIAL (UC)

Town: 15N Range: 23E Section: 22

ORIGINAL PLAT LOTS 12 & 13 & PRT OF LOTS 11 & 14 BLK 111  
DESC AS: COM IN THE S LINE OF LOT 14,40' SE OF THE SW  
CORN OF SD LOT, TH NE 216' M/L PARALLEL TO THE  
W LINE OF LOT 14 TO THE SHORE OF THE SHEB RIVER,  
TH DOWNSTREAM ALG THE SHORE OF RIVER 132' M/L TO  
THE W R/W LINE OF C&NW RR CO MAIN TRACK, TH SLY ON  
SD R/W LINE 180' M/L TO THE NE CORN OF NIAGARA AVE &  
N COMMERCE ST, TH WLY 151.6' M/L ALG THE NLY LINE OF  
NIAGARA AVE TO BEG





May 1, 2019

Dear Mayor Vandersteen and City Council:

The Sheboygan Department of City Development is proposing to rezone City owned property located at 1316 Niagara Avenue (Parcel # 59281500110) from Urban Industrial (UI) to Urban Commercial (UC) for the following reasons:

- The City of Sheboygan Comprehensive Plan designates 1316 Niagara Avenue (Parcel # 59281500110) as “Central Mixed Use.” The Central Mixed Use designation is intended for a mix of retail, commercial service, office, resort, government, institutional and residential (mainly upper stories) uses arranged in a pedestrian-oriented environment with minimal building setbacks; and building designs, materials, placement and scale compatible with the character of the existing development.
- The City's comprehensive plan is to be “consistent” with the zoning map. Right now the Urban Industrial (UI) zoning designation of this property is inconsistent with the Central Mixed Use comprehensive plan designation. Rezoning 1316 Niagara Avenue to Urban Commercial makes this property's zoning classification consistent with the property's comprehensive plan designation. Urban Commercial (UC) uses are compatible with the Central Mixed Use commercial land uses listed above.
- The City is working with a developer who is interested in restoring and repurposing the former Boat Doctors facility, the former Harmony Bar property and this 1316 Niagara Avenue City property. Eventually the owner will be required to combine these three (3) parcels into one (1) parcel. The City does not permit combining parcels that have different zoning classifications and creating a “split zoned” parcel (Boat Doctors and Harmony Bar parcels are zoned Urban Commercial and the City 1316 Niagara Avenue parcel is zoned Urban Industrial). This rezone will make all three (3) parcels consistent with the same Urban Commercial (UC) zone and once they parcels are all zoned the same they may be combined into one (1) parcel zoned Urban Commercial. This rezoning permits this area to be redeveloped.

Some of the goals of the Central Mixed Use comprehensive plan designation include:

- Preserving the architectural and historic character of core downtown buildings.

DEPARTMENT OF  
PLANNING AND  
DEVELOPMENT

828 Center Avenue,  
Suite 104  
Sheboygan, WI 53081

920-459-3377 (Phone)  
920-459-7302 (Fax)

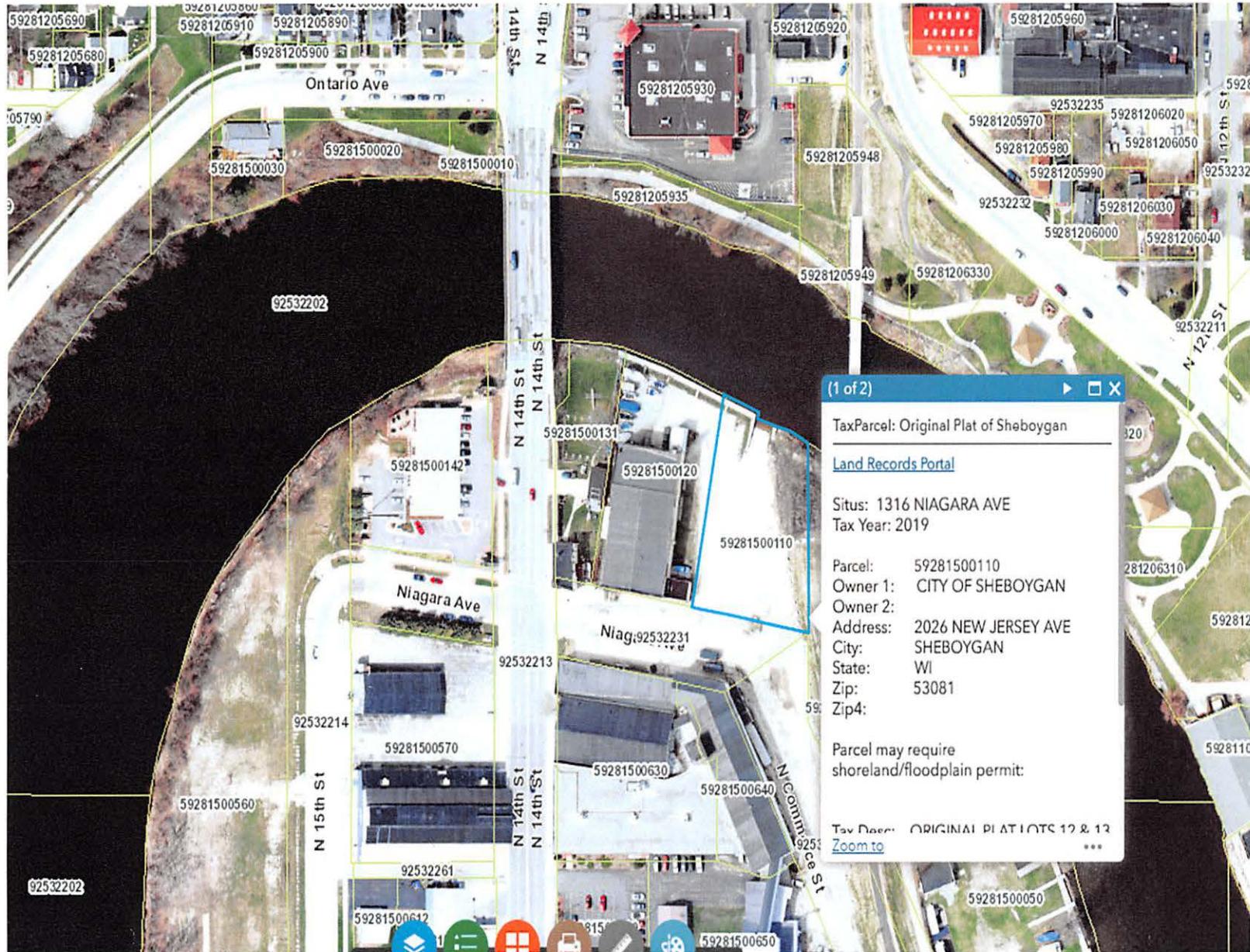
- Encourage commercial developments that are most appropriate for the historic downtown areas to locate or remain there, rather than in other commercial districts in the City.
- Promote the expansion, retention, and upgrading of specialty retail, restaurant, resorts financial service, offices, professional services.
- Take actions to discourage and prevent downtown blight, promote area stability and reduce building vacancy.
- Promote catalytic new mixed use developments at key infill and redevelopment sites.

The proposed rezone meets the above stated goals and sets the stage for this proposed project which continues the City's goal of redeveloping and revitalizing properties along this very visible and important N. 14<sup>th</sup> Street commercial corridor, along the Sheboygan River and adjacent to downtown Sheboygan.

Sincerely,

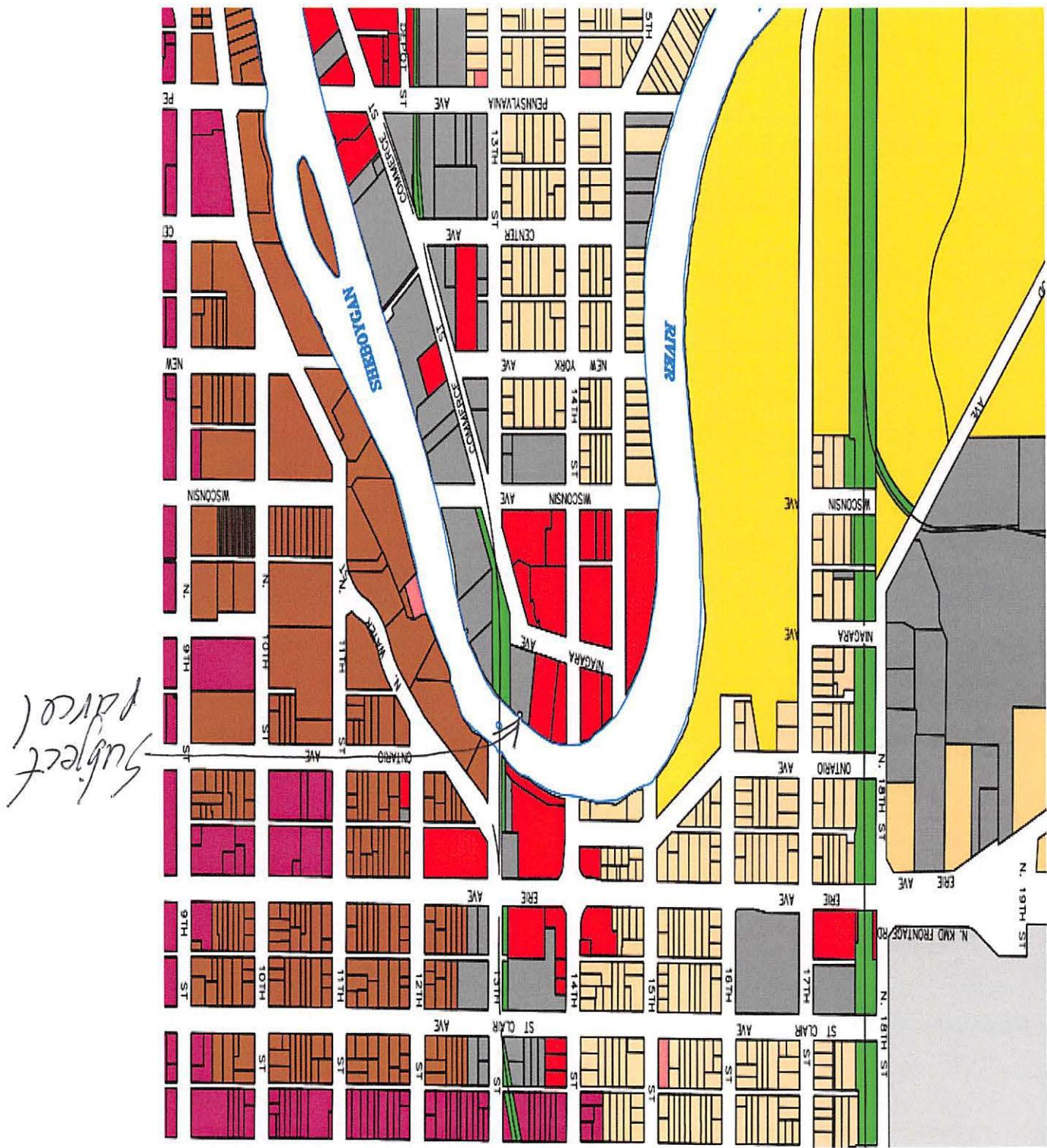


Steve Sokolowski  
Manager of Planning and Zoning  
City of Sheboygan Department of City Development





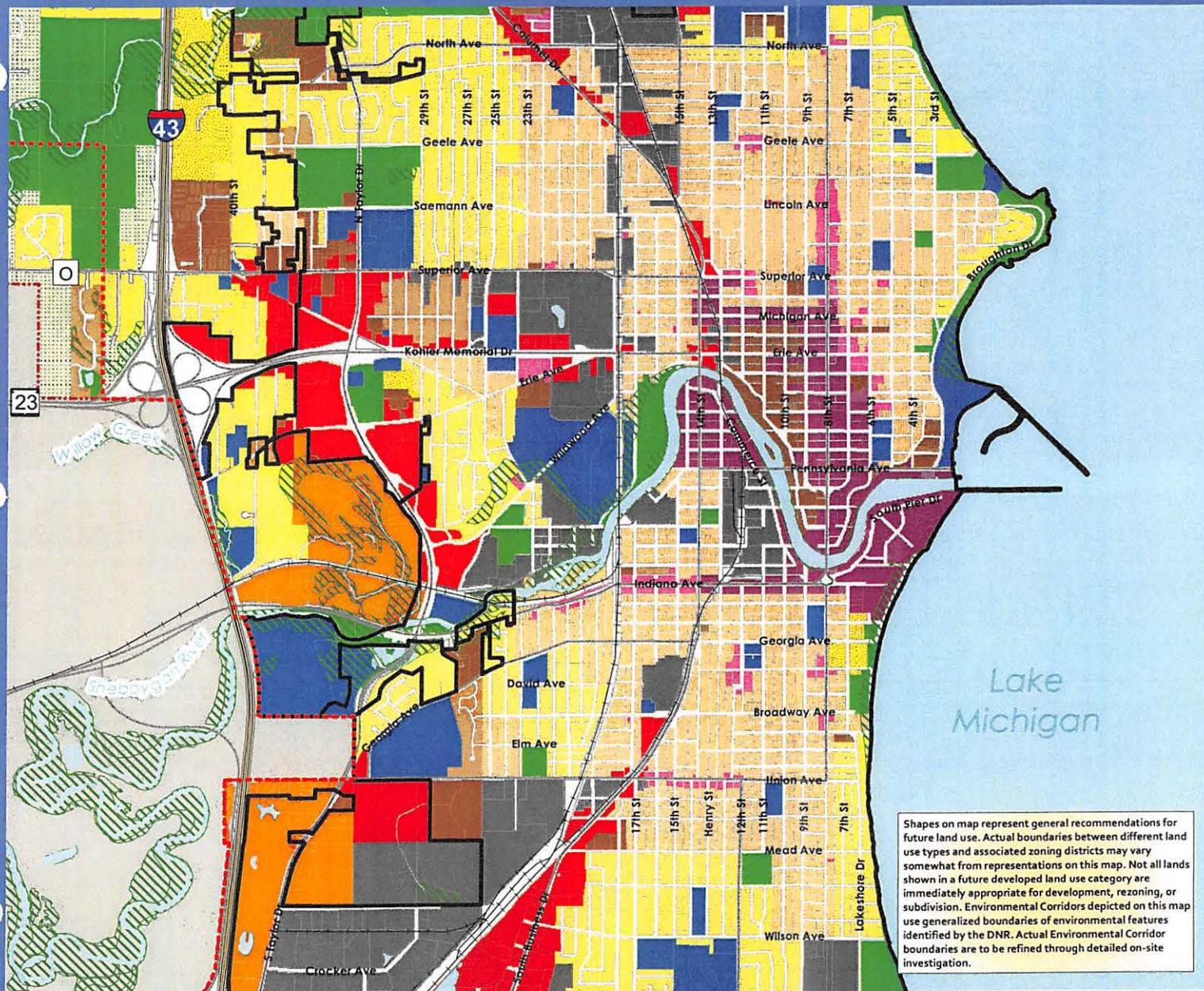




Zoning Map

### BASE ZONING DISTRICTS

- SR-3 - SUBURBAN RESIDENTIAL 3
- SR-5 - SUBURBAN RESIDENTIAL 5
- NR - NEIGHBORHOOD RESIDENTIAL
- MR-8 - MIXED RESIDENTIAL 8
- UR - URBAN RESIDENTIAL 12
- SO - SUBURBAN OFFICE
- NO - NEIGHBORHOOD OFFICE
- SC - SUBURBAN COMMERCIAL
- NC - NEIGHBORHOOD COMMERCIAL
- UC - URBAN COMMERCIAL
- CC - CENTRAL COMMERCIAL
- PPUD - PRE-PLANNED UNIT DEVELOPMENT
- PUD - UNIT DEVELOPMENT
- HI - HEAVY INDUSTRIAL
- SI - SUBURBAN INDUSTRIAL
- UI - URBAN INDUSTRIAL
- RA - AGRICULTURAL
- RR - RAILROAD



MRED ASSOCIATES, 14TH/ERIE

PO BOX 1159

DEERFIELD,IL 60015

MILLENNIUM PROPERTIES INC

PO BOX 934

SHEBOYGAN,WI 53082

SHEB RIVERSIDE BOAT CLUB

PO BOX 313

SHEBOYGAN FLS,WI 53085

SHEBOYGAN BOAT DOCTORS LLC

1320 NIAGARA AVE

SHEBOYGAN,WI 53081

CITY OF SHEBOYGAN CITY ATTORNEY

828 CENTER AVE

SHEBOYGAN,WI 53081

CITY OF SHEBOYGAN

828 CENTER AVE STE 304

SHEBOYGAN,WI 53081

SHEB RIVERSIDE BOAT CLUB

PO BOX 313

SHEBOYGAN FLS,WI 53085

SHEBOYGAN COUNTY WISCONSIN

PLANNING DEPT

508 NEW YORK AVE

SHEBOYGAN,WI 53081

RABIT PROPERTIES, LLC

827 N 14TH ST

SHEBOYGAN,WI 53081

RABIT PROPERTIES, LLC

827 N 14TH ST

SHEBOYGAN,WI 53081

## Other Matters

R. O. No. 31 - 19 - 20. By CITY CLERK. JUNE 3, 2019.

Submitting various license applications for the period ending June 30, 2019, December 31, 2019, June 30, 2020 and June 30, 2021.

City Clerk

## CHANGE OF AGENT

Sarah Torres is replacing Christopher Gunkel as agent effective immediately for Craft 30 located at 1015 S. 10<sup>th</sup> Street.

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

Jeff Kietzman is replacing Roderick L. Unsinger as agent effective immediately for Meijer Gas Station #305.

Jeff Kietzman is replacing Roderick L. Unsinger as agent effective immediately for Meijer Store #305.

Marc Champeau is replacing Chris Meyer as agent effective immediately for Mid-Lake Softball organization.

Mark J. Fuller is replacing Harve Strysick as agent effective immediately for Sheboygan Riverside Boat Club.

Sandra Rupp is replacing Richard Rupp as agent effective immediately for Rupps Downtown.

Matthew Seyer is replacing Brittany L. Brown as agent effective immediately for Walgreen Co. #12020.

Kris Adams is replacing Jerome R. Godard as agent effective immediately for Walgreens #06097.

Katy Glodosky is replacing Kimberly Anne Karrmann Meller as agent effective immediately for Weill Center.

Steven J. Schmitt is replacing Jeremy J. Pust as agent effective immediately for Sprechers Restaurant & Pub.

SHPS

CHANGE OF PREMISE

No. Name

1040 Brennans

Address

1101 Michigan Avenue - One day event to be held 07/21/19 to include west and south parking lot in current premise

description.

2726 John Michael Kohler Arts Center

608 New York Avenue - One day events to be held 06/20/19, 06/27/19, 07/03/19, 07/11/19, 07/20/19, 07/21/19, 07/25/19, 08/01/19, 08/08/19, 08/15/19, 08/22/19 to include 608 NY Ave. incld all premise description and N. 7<sup>th</sup>, N. 6<sup>th</sup>, NY Ave., WI Ave., JMKAC parking lot, Sculpture Garden, City Green, Festival Green.

1337 Sheboygan Elks Lodge #299

1943 Erie Avenue - One day event to be held 07/27/19 to include outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.

1337 Sheboygan Elks Lodge #299

1943 Erie Avenue - Three day event to be held 8/16/19-8/18/19 to include outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.

1337 Sheboygan Elks Lodge #299

1943 Erie Avenue - One day event to be held 10/05/19 to include outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.

3186 Suscha's Bar

1054 Pennsylvania Avenue - One day event to be held 07/13/19 - premise to include entire parking lot area north and east of building.

1809 The Wharf

733 Riverfront Drive- One day event to be held 07/17/19 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.

1809 The Wharf

733 Riverfront Drive- One day event to be held 08/10/19 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.

CLASS "A" BEER LICENSE (June 30, 2019) (NEW)

No. Name

Address

2336 El Durango

1035 Kentucky Avenue

CLASS "A" BEER LICENSE (June 30, 2020) (RENEW)

No. Name

Address

2336 El Durango

1035 Kentucky Avenue

3192 Harbor Centre Marina I

821 Broughton Drive

2631 North 8 Oriental Store

2002 N. 8<sup>th</sup> Street

2519 Northside Clark

2709 N. 15<sup>th</sup> Street

3342 Rstore #47 - Mad Max

1003 S. 14<sup>th</sup> Street

2601 Walgreens #12020

2702 Calumet Drive

1424 Walgreens #06097

3320 S. Business Drive

2088 Walgreens #6570

1029 N. 14<sup>th</sup> Street

"CLASS A" LIQUOR LICENSE (June 30, 2020) (RENEW)

No. Name

Address

2765 Jakes Liquor I

2019 S. Business Drive

2423 Wal-Mart Supercenter #1276

3711 S. Taylor Drive

CLASS "B" BEER LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3184	Board & Brush Creative Studio	528 N. 8 <sup>th</sup> Street
2706	Fayes Pizza	1821 Calumet Drive
3111	Glas - The Green Coffeehouse	924 N. 14 <sup>th</sup> Street
3129	Greece E Spoon	1217 N. 8 <sup>th</sup> Street
2445	La Conquistadora LLC I	1218 Indiana Avenue
3034	Marc Cinemas	3226 Kohler Memorial Drive
3051	Mid-Lake Softball Organization	2213 New Jersey Avenue
3135	New China Buffet	571 S. Taylor Drive
3032	Nicky's Pizza I	1735 Calumet Drive
3022	Paradigm	1202 N. 8 <sup>th</sup> Street
2696	Sheboygans Family Restaurant	2704 S. Business Drive
3358	The Greek Corner	1402 S. 8 <sup>th</sup> Street
1809	The Wharf	733 Riverfront Drive
3312	Toys Thai Laos II	1229 N. 8 <sup>th</sup> Street

"CLASS B" LIQUOR LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3406	Dustin J. Dutter	902 Indiana Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 <sup>th</sup> Street Tap	520 N. 4 <sup>th</sup> Street
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> Street
3159	Big Mikes Sports Bar & Grill	911 Indiana Avenue
1936	Black Pig	821 N. 8 <sup>th</sup> Street
3044	Blondies Bar & Grill	1034 Michigan Avenue
2805	Blue Harbor Resort I	725 Blue Harbor Drive
3160	Bomallies	2427 Calumet Drive
3254	Bookworm Gardens	1415 Campus Drive
2381	Bourbon Street Pub & Grill	1536 Indiana Avenue
3150	Craft 30	1015 S. 10 <sup>th</sup> Street
1089	Daves Whos Inn	835 Indiana Avenue
3406	Dustin Dutter	902 Indiana Avenue
2121	El Camino	823 Michigan Avenue
1799	George Michaels I	513 N. 8 <sup>th</sup> Street
1892	Gosse's at Northwestern House	1909 Union Avenue
3056	Gotta Getcha in Oasis	840 Wilson Avenue
1734	Holiday Inn-Express	3823 Germaine Avenue
3299	In the Bag	1501 Union Avenue

3322 Indiana Joes LLC	933 Indiana Avenue
3257 J & R Bar & Grill	1823 N. 12 <sup>th</sup> Street
2726 John Michael Kohler Arts Center	608 New York Avenue
3333 Kohler Co.	Golf Course
2911 Lakeshore Technical College	712 Riverfront Drive
3086 Las Brisas	1129 S. 8 <sup>th</sup> Street
2085 Legend Larry's Wings & Things	733 Pennsylvania Avenue
3271 Limelight Pub I	1702 S. 17 <sup>th</sup> Street
1795 Luigis Italian Restaurant	2910 Kohler Memorial Drive
2740 Mannings Irish Pub I	3015 N. 15 <sup>th</sup> Street
1252 Peteks Tavern	2702 S. 8 <sup>th</sup> Street
3098 Pier 17	539 Riverfront Drive
3363 Pinky's	2123 N. 15 <sup>th</sup> Street
3353 Rendez-vous	920 Michigan Avenue
2030 Rewind	1002 Michigan Avenue
3404 Scenic Bar I	1635 Indiana Avenue
3248 Seabooth Delicatessen	1501 S. 8 <sup>th</sup> Street
1337 Sheboygan Elks Lodge #299	1943 Erie Avenue
1346 Sheboygan Pine Club	1716 Geele Avenue
1286 Sheboygan Riverside Boat Club	1228A Wisconsin Avenue
1345 Sheboygan Outboard Club	732 N. Water Street
1353 Sheboygan Yacht Club	214 Pennsylvania Avenue
3183 Sprechers Restaurant & Pub	820 Indiana Avenue
2566 That Place on 8 <sup>th</sup> I	1432 S. 8 <sup>th</sup> Street
3069 Time and a Half	2518 N. 15 <sup>th</sup> Street
3261 Two Amigos Restaurant	1119 Michigan Avenue
3307 Umi Sushi & Steak House	519 N. 8 <sup>th</sup> Street
2513 Vreekes Tavern I	935 Michigan Avenue
2921 Walkabout, The	2401 Calumet Drive
1764 Water Street Pub	931 N. 12 <sup>th</sup> Street

"CLASS C" WINE LICENSE (June 30, 2020) (RENEW)

No. Name

2706 Fayes Pizza
3111 Glas - The Green Coffeehouse
3129 Greece E Spoon
3034 Marc Cinemas
3022 Paradigm
2696 Sheboygans Family Restaurant
3358 The Greek Corner

Address

1821 Calumet Drive
924 N. 14 <sup>th</sup> Street
1217 N. 8 <sup>th</sup> Street
3226 Kohler Memorial Drive
1202 N. 8 <sup>th</sup> Street
2704 S. Business Drive
1402 S. 8 <sup>th</sup> Street

TOBACCO LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2389	The Epicure Lounge	1116 Michigan Avenue
3043	SR Tobacco	2529 S. Business Drive
3392	The Glass House	501 N. 8 <sup>th</sup> Street

## Other Matters

R. O. No. 32 - 19 - 20. By CITY CLERK. JUNE 3, 2019.

Submitting various license applications for the period ending December 31, 2019 and June 30, 2021.

**City Clerk**

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2790	Adams, Rebecca B.	W2654 Ridgewood Drive, Sheboygan Falls
2789	Aukerman, Kathryn N.	410 S. Hills Drive, Plymouth
2800	Azevedo, Issac R.	1405 North Avenue
2803	Burmeister, Lincoln D.	2030 E. Plank Road Unit 3, Appleton
2801	Cichon, Cameron R.	1405 North Avenue
2797	Fischer, Cindy L.	332 Park Street, Plymouth
8150	Gillmer, Nicole M.	2308 Mayflower Avenue
2791	Hening, Emily M.	673 S. Pier Drive
2793	Kerlin, Rachel L.	1636 N. 27 <sup>th</sup> Place
2794	Kohlmann, Levi J.	1708 N. 12 <sup>th</sup> Street
2798	Mathis, Logan A.	1409 Lincoln Avenue
2796	Niquette, Susan M.	920 Oakland Avenue
2795	Rodriguez, Aviana M.	1527 S. 8 <sup>th</sup> Street
2638	Schaller, Sydney R.	106 W. Birch Street, St. Nazianz
2804	Thompson, Courtney J.	1470 Garay Lane Apt. 2, Port Washington
2787	Vojtech, Julia R.	1301 S. 22 <sup>nd</sup> Street
2805	Wietfeldt, Abigail M.	830 N. Water Street, Apt. 219

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0087	Aicher, Kristin E.	2418 N. 11 <sup>th</sup> Street
6261	Alcala, Norma L.	1820 N. 19 <sup>th</sup> Street
7500	Antonie, Thomas J.	1026 N. 4 <sup>th</sup> Street
7544	Antonie, Deborah C.	1026 N. 4 <sup>th</sup> Street
6932	Aschenbach, Kimberly A.	1207 Union Avenue
0764	Augustin, Jeremy L.	1717 S. 8 <sup>th</sup> Street
4736	Bartlow, Keli M.	1812 S. 13 <sup>th</sup> Street
2115	Baughman, Sarah E.	714A Huron Avenue
6141	Berg, Joel F.	3625 N. 14 <sup>th</sup> Street
9438	Billmann, Judith L.	2704 S. 19 <sup>th</sup> Street
6224	Bloedorn, Kim M.	2227 Camelot Boulevard

SHIPS

6094 Brusky, Ann L.	1728 N. 13 <sup>th</sup> Street
1971 Butler, Charles E. (Club)	713 Fairway Drive
4770 Butzen, Karen K.	1430 Geele Avenue
1712 Cabella, Madilyn R.	3510 S. 12 <sup>th</sup> Street Apt. 202
0051 Carlson, Leah S.	1819 N. 2 <sup>nd</sup> Street Apt. A
1679 Cavanaugh, Jerica E.	1718 Eisner Avenue
2482 Chavez, Angie C.	1507 S. 21 <sup>st</sup> Street
5463 Clark, Deborah L.	2626 Georgia Avenue
9532 Ditter, Lisa K.	2521 Leon Court
9338 Flores, Diane G.	1637 S. 26 <sup>th</sup> Street
1873 Fogle, Tom M (Club)	4222 N. 31 <sup>st</sup> Street
7641 Frericks, Julie A.	925 S. 14 <sup>th</sup> Street
1988 Gallenberger, Jena	2806A S. 9 <sup>th</sup> Street
0335 Garcia, Javier J. (Club)	1525 Alabama Avenue
4430 Gilbertson, Lindian M.	2335 N. 15 <sup>th</sup> Street Apt. A
1691 Goetsch, Jordan D.	2035 N. 12 <sup>th</sup> Street
7572 Graefe, Lee P.	1028A Mead Avenue
1860 Greeneway, Ryan J.	1817 Manor Parkway
6116 Gritzmacher, Kylene A.	2103A S. 7 <sup>th</sup> Street
9327 Gruenke, Elizabeth A.	2745 N. 8 <sup>th</sup> Street
6198 Hagerman, Ashley E.	2222 N. 23 <sup>rd</sup> Street
0962 Hameister, Jonathan J.	822 Logan Avenue
1979 Hando, Mark R.	3645 S. 18 <sup>th</sup> Street
1453 Haneman, David M.	836 Dillingham Avenue
8270 Heitzmann, Adam J.	2206 Sunflower Avenue
8391 Hernandez, Jose U.	1429A Maryland Avenue
2139 Hinz, Matthew D.	1331 Alabama Avenue Apt. 1
2132 Hoard, Stacey M.	708 Superior Avenue
0699 Howell, Krista M.	1531 N. 8 <sup>th</sup> Street
1547 Hutchison, Betty A.	628 End Court
7394 Kalkopf, Holly A.	1423 N. 7 <sup>th</sup> Street, Manitowoc
5973 Krebsbach, Kristin E.	1528 S. 7 <sup>th</sup> Street
1703 Kuehlmann, Sherry A.	1721 Ashland Avenue Apt. 101
2119 Leistikow, Megan B.	714 Huron Avenue
2059 Levanduski, Joshua B.	1910 Garfield Avenue
1835 Mace, Andrea L.	1605 S. 8 <sup>th</sup> Street
7845 Maclughlin, Penny L.	1719 Elm Avenue
5528 Mehre, Stephanie A.	872 Weeden Creek Road
1728 Monkan, Jake E.	42 Winnebago Place
1889 Mueller, Jeffery C.	1734 S. 15 <sup>th</sup> Street
1483 Norton, Diashanae J.	2137 Bollman Drive #3B
4927 Oehldrich, Richard M.	519 Sunset Maple, Sheboygan Falls
5836 Oostdyke, Rebecca M.	2332 Carmen Avenue #6K
6278 Pantel, Melinda M.	1906A S. 12 <sup>th</sup> Street
1777 Peaine, Bonnie J.	1009 Clara Avenue
7604 Peloquin, Thomas J.	2719 Wedemeyer Avenue
3797 Pena, Javier (Club)	929 Indiana Avenue Apt. A

9480 Pierce, Christine L.	1634 S. 20 <sup>th</sup> Street
2142 Pipping, Sara E.	3919 Mendocino Lane #205
7070 Potter, Jennifer A.	2625 S. 8 <sup>th</sup> Street
0882 Powers, William K. (Club)	W3089 State Rd 28, Sheboygan Falls
9972 Ramey, Angela S.	514 N. 26 <sup>th</sup> Street
9176 Reese, Alexa M.	634 Dillingham Avenue
0905 Reineking, Tyler J.	3327 N. 9 <sup>th</sup> Street
1214 Reinemann, Michelle M.	1813A N. 2 <sup>nd</sup> Street
0313 Ritt, Sylvia L.	1134 Millersville Ave, Howards Grove
0986 Runkel, Kevin R. (Club)	225 Lilac Lane, Belgium
2107 Samplawski, Cassondra A.	424 Michigan Avenue
5390 Schaeve, Tanya M.	2311 S. 11 <sup>th</sup> Street
1917 Scheibl, Jessica M.	2201 Erie Avenue Apt. D205
2084 Schieble, Coralie S.	1705 Wisconsin Avenue
1925 Schmidt, Rebecca L.	1211 Washington Avenue
1660 Schultz, Steven L.	1602 Sibley Court
1832 Seboth, James D.	1107 Ashland Avenue
4461 Segalle, Jason J.	2015 Folger Court
2528 Sheraski, Pamela M.	1410 N. 27 <sup>th</sup> Street
0933 Spettel, Ricky G. (Club)	1624 Georgia Avenue
6693 Sprecher, Kara D.	3017 N. 9 <sup>th</sup> Street Apt. 1
8248 Stanisch, Leah M.	2726 S. 11 <sup>th</sup> Place
8254 Strystick, Harve R. (Club)	1830 N. 19 <sup>th</sup> Street
0117 Theis, Robert R.	1628 S. 13 <sup>th</sup> Street
2079 Thenen, Lori A.	2119 Woodglen Drive #3B
0750 Toebe, Charlotte R.	2601 N. 11 <sup>th</sup> Street
1688 Torres, Ruben Jr.	N7772 Lakeshore Road
1146 Trepanier, Teresa M.	1619 N. 5 <sup>th</sup> Street
2257 Van Veghel, John Jr.	825 N. 28 <sup>th</sup> Street
2004 Van Wyk, Benjamin J. (Club)	2603 Fawn Court
9173 Vidimos, John J.	3015 N. 15 <sup>th</sup> Street
5374 Vidimos, Melodie A.	2203 N. 20 <sup>th</sup> Street
5212 Vidimos, Mike E.	2203 N. 20 <sup>th</sup> Street
8331 Vitale, Umberto	1128 N. 29 <sup>th</sup> Street
2274 Vreeke, Paul L.	514A S. Pier Drive #2
0847 Weiss, Crystal A.	1012 Bell Avenue
8432 Wellman, Alexandra K.	1011 Main Avenue
0748 Werner, Sydney R.	3741 S. 10 <sup>th</sup> Street
7064 Wright, Crystal M.	815 N. 4 <sup>th</sup> Street
0038 Wright, Ellen M.	2629A N. 20 <sup>th</sup> Street
1878 Wright, Michelle E.	40 N. Hiawatha Circle

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)

No. Name

9309 Boreman, Mary A.

Address

614 Bell Avenue