

*****ATTACHMENTS*****


May 4, 2015

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

Mark Boehlke to be considered for appointment to the Joint Review Board as the Sheboygan Area School District representative. His term will expire on 4/30/16.

Ryan Burg to be considered for appointment to the Sustainable Sheboygan Task Force as the Sheboygan Area School District representative. His term will expire on 4/25/16.



Michael J. Vandersteen

UPDATED COPY

R. O. No. - 15 - 16. By CITY CLERK. May 18, 2015.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATORS LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1816	JB Lawn Care	4425 Lake Shore Rd.

SALVAGE & RECYCLING LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3047	Advanced Disposal	1205 Illinois Ave.

TEMPORARY CLASS "B" BEER

<u>No.</u>	<u>Name</u>	<u>Address</u>
1207	Liars Club	1902 S. 12 th St. - one-day event to be Held 8/2/15 to include the back yard of 1902 S. 12 th St. and portions of Swift Ave.
1794	Sheboygan Jaycee's	Deland Park - one-day event to be held 7/4/15 to include all of Deland Park.
2808	Water St Pub Softball Team	931 N. 12 th St. - one-day event to be held 5/30/15 to include current premise and the Parking lot south of building.

TEMPORARY OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
0390	Birschbach, Mark J.	W3001 Cty Line Rd., Cleveland

II

R. O. No. _____ - 15 - 16. By CITY CLERK. May 18, 2015.

Submitting a communication from the Wisconsin Historical Society stating that the Eliza Prange House, 605 Erie Ave., has been entered in the National Register of Historic Places by the Secretary of Interior, and listed in the State Register of Historic Places by the State Historic Preservation Office.

Consent

Susan Richards

City Clerk



MAY 13 '15 AM 10:35

NOTICE OF ENTRY IN THE NATIONAL REGISTER AND/OR STATE REGISTER OF HISTORIC PLACES

Name of property: Eliza Prange House

Location: 605 Erie Avenue, City of Sheboygan, Sheboygan County, Wisconsin

Date of Entry: April 28, 2015

Designation: State Register of Historic Places
 National Register of Historic Places

The property listed above has been entered in the National Register of Historic Places by the Secretary of the Interior, and listed in the State Register of Historic Places by the State Historic Preservation Office.

Accordingly, this property is entitled to the benefits and protections of the National Historic Preservation Act of 1966, as amended and under Chapter 44, Wisconsin Statutes. It will receive limited protection from encroachment by federal or state assisted or licensed projects or state facilities development projects, and may be eligible to apply for matching grants for research, restoration, acquisition, or stabilization. Certain tax incentives are available to depreciable properties listed in the State Register or National Register.

The State Register and National Register programs are administered by the Division of Historic Preservation-Public History of the Wisconsin Historical Society, Jim Draeger, State Historic Preservation Officer. Questions about the State Register and National Register programs in Wisconsin should be addressed to:

Division of Historic Preservation-Public History
Wisconsin Historical Society
816 State Street
Madison, WI 53706
Telephone: 608/264-6501

Collecting, Preserving and Sharing Stories Since 1846

816 State Street Madison, Wisconsin 53706

wisconsinhistory.org

III

Res. No. _____ - 15 - 16. By Alderpersons Donohue and Hou-Seye.
May 18, 2015.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the replacement of lead and/or galvanized iron water laterals in various streets.

RESOLVED: That the replacement of lead and/or galvanized iron water laterals in Pennsylvania Ave. from N. 5th St. to N. 7th St., is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.0703, Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers under §66.0703, Stats., for the aforestated municipal purpose.

BE IT FURTHER RESOLVED: That the Water Utility is hereby authorized and directed to prepare a report in accordance with §66.0703(4) and §66.0703(5), Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police power
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the expenses so incurred in excess of \$100.00 may be paid in five (5) annual installments, ten (10) annual installments if the expense exceeds \$5,000.00 for a single parcel of property, under §66.0703, Stats., with interest thereon at seven percent (7%) commencing the first of the month following the completion of thirty (30) days after publication of the installment assessment notice.

Consent

BE IT FURTHER RESOLVED: That the Water Utility prepare the schedule of the proposed assessments governing such intended project under the provisions of Section 40-50 of the Municipal Code; and, after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

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

IV

R. C. No. _____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. May 18, 2015.

Your Committee to whom was referred R. O. No. 302-14-15 by the City Clerk submitting a communication from Charcoal Inn South requesting to extend his one-hour parking in front of Charcoal Inn South by 2 stalls to the south; recommends that the document be placed on file and the request be denied.

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

II

4.3

R. O. No. 302- 14 - 15. By CITY CLERK. April 20, 2015.

Submitting a communication from Scott Prescher, Charcoal Inn South, requesting to extend his one hour parking in front of Charcoal Inn South by 2 stalls to the south.

PP & S
New Council
file

Susan Richards

City Clerk

APR 9 15 4:05

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

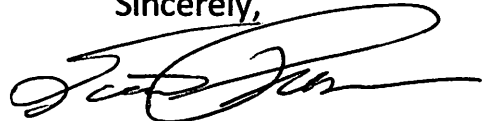
April 2, 2015

This letter is to formally request to extend my 1 hour parking in front of Charcoal Inn South. I would request to extend it south by 2 stalls. This would greatly improve traffic flow, without affecting my neighbor.

Enclosed you will find a letter from this property owner to the south. She states that she would be in favor of this proposed change.

Thank you for your consideration. Please let me know when this matter can be addressed.

Sincerely,



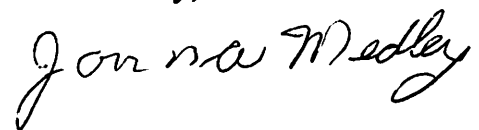
Scott Prescher
Charcoal Inn South
1313 S. 8th Street
Sheboygan, WI 53081

March 20, 2015

To whom it may concern,

I Jonna L. Medley own the property at 1317 S. 8th Street. I am directly south of the Charcoal Inn restaurant. I would like to inform the committee that I would be in favor of extending the 1 hour parking to include the area in front of my residence. This would not create any parking concerns for myself. Scott has been a good neighbor. I would hope that this issue could be resolved. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jonna Medley". The signature is written in black ink and is positioned above the printed name.

Jonna Medley

March 20, 2012

To whom it may concern,

I would like to inform the committee that I would be in
front of extending the 1 hour parking to include the area in front of my residence
This would not create any parking concerns for myself. Scott has been a good
neighbor. I would hope that this issue could be resolved. Thank you.

Sincerely,

John A. [Name]

[Address]
[City]
[State]
[Zip]

VII

R. C. No. - 14 - 15. By LAW AND LICENSING. May 18, 2015.

Your Committee to whom was referred R. C. No. 5-15-16 and R. O. No. 362-14-15 and R. O. No. 268-14-15 by the City Clerk, submitting license applications for the period ending December 31, 2015 and June 30, 2016; recommends that Beverage Operator's License application #0697 be granted.

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

VII

5.1

R. C. No. 5 - 15 - 16. By LAW AND LICENSING. May 4, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 362-14-15 and R. O. No. 268-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends denying Beverage Operator's License application #0697 based on her failure to cooperate with the Committee.

*re-refer to
Law & Lic
Ac + Ad to
grant*

Jodi Kander Weale
Susan J. Leonard

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VI

R. C. No. _____ - 15 - 16. By PUBLIC WORKS. May 18, 2015.

Your Committee to whom was referred R. O. No. 17-15-16 by the City Clerk submitting a communication from the Manager of 4th Street Tap requesting permission to use the Armory parking lot for extra parking for customers for their annual 4th of July summer bash; recommends that the document be filed.

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

II

3.10

R. O. No. 17 - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a communication from Ken Klabecek, Manager of 4th Street Tap, requesting permission to use the Armory parking lot for extra parking for customers for their annual 4th of July summer bash (11 a.m. - 9 p.m.).

Pub Wks.
File only

Susan Richards

City Clerk

04/23/15 PM 12:04

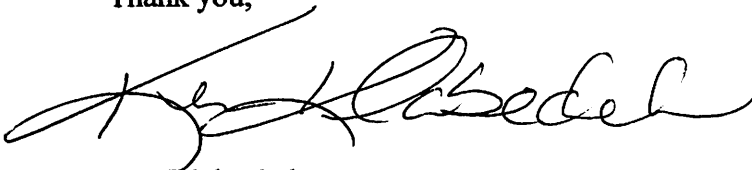
4th Street Tap
520 N. 4th Street
Sheboygan, WI. 53081

April 23 2015

To whom it may concern,

I'm writing to ask permission to use the Amory Parking Lot for extra parking for customers for our annual 4th of July summer bash. The hours of our outside party will be 11am-9pm.

Thank you,

A handwritten signature in black ink, appearing to read "Ken Klabecek". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ken Klabecek
Manager

VII

R. C. No. - 15 - 16. By LAW AND LICENSING. May 18, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 10-15-16 by the City Clerk, submitting license application for the period ending December 31, 2015, June 30, 2016, and June 30, 2017; recommends that the following licensing be granted with various caveats:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap	520 N. 4 th St. - one-day event to be held 7/4/15 for a charity brat fry to include the parking lot, grassy area around the building.
1089	Daves Whos Inn	835 Indiana Ave. - one-day events to be held 6/3, 6/10, 6/17. 6/24, 7/1, 7/8, 7/15/2015 to include ramp on the west side of building, south parking lot & west parking lot for car shows with Ranieri's Four of a Kind.
3001	Ranieris Four of a Kind	811 Indiana Ave. - one-day events to be held 6/3, 6/10, 6/17. 6/24, 7/1, 7/8, 7/15/2015 to include parking areas to the south, east and west for car shows with Dave's Whos Inn.

"CLASS A" LIQUOR LICENSE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2532	Fischer's Food & Liquor	4554 S. 12 th St.
2820	Superior Discount Liquors	823 S. 8 th St.

CLASS "A" BEER LICENSE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2404	Dicks Northeast Standard I	905 Erie Ave.
1193	Kwik Trip #361	1618 Calumet Dr.
1998	Kwik Trip #780	2622 S. Business Dr.
2920	Kwik Trip #873	625 S. Taylor Dr.
2763	Kwik Trip #897	2033 North Ave.
1253	Petro Center #1	1208 Union Ave.
1254	Petro Center #4	2113 S. Business Dr.

Consent

"CLASS B" LIQUOR LICENSE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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2967 Big Daddys Pub & Grill	2123 N. 15 th St.
1419 Bunker, The	1138 Union Ave.
1833 Champs Sports Bar	1501 Indiana Ave.
2772 Club Michigan I	908 Michigan Ave.
1511 Dennys Bar	2140 Calumet Dr.
1516 Emmers	906 S. 15 th St,
2192 Harrys Diner	2504 Calumet Dr.
2949 Harrys Prohibition Bistro	668 South Pier Dr.
2849 Hops Haven	1327 N. 14 th St.
2193 Kaddyshack LLC	1502 S. 13 th St.
2962 Next Level, The	1210 Michigan Ave.
3087 Santanas Place	1019 Erie Ave.
1680 Scenic Bar LLC	1635 Indiana Ave.
2717 Shevegas Nightclub	1133 Michigan Ave.

FERMENTED MALT BEVERAGE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1987	Pizza Hut #13462	2727 S. Business Dr.
1328	Sheboygan Athletic Club	2338 New Jersey Ave.

CIGARETTE/TOBACCO LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2913	Family Dollar Store #9435	2709 S. Business Dr.
2889	Family Dollar Stores #5587	2821 N. 15 th St.
3043	SR Tobacco	2529 S. Business Dr.
2895	Superior Discount Liquor	823 S. 8 th St.

MOBILE HOME PARK LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1170	Indian Meadows LLC	3636 S. Business Dr.

SIDEWALK CAFE (April 14, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2994	Gyros 2 Go LLC	1217 N. 8 th St.

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*0737	Gierach, Suzanne M.	1411 Wisconsin Ave.

***grant contingent on application being corrected and with a warning to include all violations on future applications**

0735 Gubitose, Kristina A.	4025 Marion Ln.
0738 Johnson, Emily K.	101 Mead Ave., Plymouth
0739 Pantha, Bed P.	2141 Bollmann Dr., #1B
0736 Reynolds, Diane M.	2402 N. 5 th St.

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1605	Emmer, Tamie Ann	906 S. 15 th St.
6198	Hagerman, Ashley E.	2222 N 23 rd St.
1505	Hinz, Laurie J.	3616 S. 17 th St.
5985	Strohmeyer, Joseph J.	5213 S. 12 th St.
4924	Vugrinovich, Laura J.	1214 Georgia Ave.
7652	Weckwerth, Leah N.	310 Dicke Ave., Sheb. Falls

TAXICAB DRIVER'S LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0741	Sarabia, Jason J.	1219 N. 16 th St.

Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. - 15 - 16. By PUBLIC WORKS. May 18, 2015.

Your Committee to whom was referred R. O. No. 18-15-16 by the City Clerk submitting a communication from Sgt. Shawn Splivalo of the Sheboygan County Sheriff's Department requesting fuel access for the Sheriff's Office Lake Michigan Patrol Boat 444; recommends that the document be approved.

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

II

3.11

R. O. No. 18 - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a communication from Sgt. Shawn Splivalo of the Sheboygan County Sheriff's Department requesting fuel access for the Sheriff's Office Lake Michigan Patrol Boat 444.

Pub. Wks.

approve

Susan Richards

City Clerk

**SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT
OFFICE OF THE SHERIFF**

*Todd W. Priebe, Sheriff
James A. Risseuw, Inspector*

Phone: (920) 459-3111 FAX: (920) 459-4305

Dear City of Sheboygan Representative,

Request: Fuel access for the Sheriff's Office Lake Michigan Patrol Boat 444.

The Sheriff's Office, with the support of the Wisconsin DNR and City of Sheboygan, maintains a boat in the Marina throughout the boating season. The primary assignment of this vessel is water safety on Lake Michigan and the Sheboygan River. To fuel this boat it has to be removed from the lake and taken to a local gas station for fueling. This operation puts both the boat and officers at risk of damage or injury, especially given the size of the boat. When the vessel is out of the water for fueling it is not available for quick and immediate response to the citizens of the City or County. What I ask is that we be allowed to fuel the vessel at the Sheboygan Marina. We would in turn reimburse the City for the cost of fuel.

Although the primary role of the boat is water safety it is also used in a number of other joint City and County missions such as:

Search and Rescue: We are currently developing a joint search and rescue MABAS team consisting of the Sheriff's Office, Sheboygan Fire Dept. and the U.S. Coast Guard. This team will conduct search and rescue missions for lost boaters/watercraft while assisting with other medical emergencies on Lake Michigan, Sheboygan River and the Shoreline. We also hope to develop Boat 444 with fire suppression capabilities to assist the Sheboygan Fire Department with shoreline fires, assisting with replacing the lost asset of the Fire Department boat.

Events and Police Operations: The Sheriff's Office Boat has traditionally assisted with Sheboygan Police Department operations such as suicidal or fleeing subjects on the bridges, break walls or shoreline. It has also assisted with events such as the 4th of July harbor security during the fireworks, boat regatta and brat days.

City/County Dive Team: Sheriff's Boat 444 is used in training as well as dive operations on Lake Michigan and the Sheboygan River.

I hope these few points illustrate our existing partnership and illustrate the importance of this vessel as it relates to the City and County of Sheboygan. Your assistance in fueling this boat in the water is not a matter of convenience but of safety for both the boat and officers.

Thank you,
Sergeant Shawn Splivalo

VIII

R. C. No. _____ - 15 - 16. By PUBLIC WORKS. May 18, 2015.

Your Committee to whom was referred the following:

1. R. O. No. 303-14-15 by the Purchasing Agent submitting bids for the purchase of (2) 4WD one-ton trucks; and
2. Res. No. 195-14-15 by Alderperson Heidemann authorizing entering into contract for the purchase of (2) 4WD one-ton trucks;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.2

Res. No. 195 - 14 - 15. By Alderperson Heidemann. April 20, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (2) One-ton 4WD Trucks equipped with dump bodies and snowplows for the Department of Public Works.

WHEREAS: The Motor Vehicle Department is in need of replacing two one ton 4WD trucks equipped with dump bodies and snow plows, and:

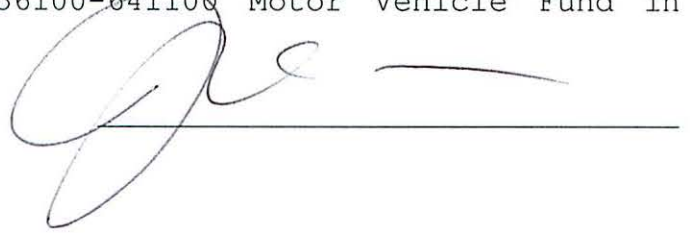
WHEREAS: The Purchasing Agent solicited bids for the vehicles and has determined that the low bid meets or exceeds the City's requirements:

WHEREAS: An alternate was requested to upgrade the dump bodies from plain painted steel to Stainless Steel and the Department has determined that the benefits of Stainless steel over the life of the vehicle far exceed the relatively low additional cost.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract for the purchase of 2015 4WD Pickup truck including Stainless Steel Dump Bodies, Snowplows and license and title fees in the amount of \$42,691.50 each for a total of \$85,383.00 from Ewald Chevrolet Buick in Oconomowoc WI;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from 70136100-641100 Motor Vehicle Fund in payment thereof.

*Pub Wks
New Council
Approve.*



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

4.4

R. O. No. 303 - 14 - 15. By PURCHASING AGENT. April 20, 2015.

Submitting a Tabulation of Bids # 1734-15 for the purchase of two 4WD One ton trucks with Stainless Steel Dump Body(s) and Plow(s).

Dealer	Make/Model	Bid Cost/unit Base Bid	Body Manuf	Plow Manuf	With Optional Stainless Body	Lead time
Sheb. Chevrolet	Chev Silverado	40,841.50	Monroe MTE-ZEE	Boss 9'	\$ 42,724.50 Monroe SS Body	120-150 days est.
Ewald Chev.	Chev Silverado	\$ 40,832.50	Olson-Rugby Eliminator	Western 9'	\$ 43,339.50 Olson Rugby SS	120-150 days est
Ewald Chev.	Chevy Silverado	\$42,216.50	Northland- Parkhurst PDD096 Body	Western 9'	\$42,691.50 Henderson Mark III SS Body	120-150 days est
Ewald Chev.	Chevy Silverado	43,563.50	Caspers-Henderson Mark III	Western 9'	\$ 44,395.50 Henderson Mark iii SS	120-150 days
Ewald Chev	Chev. Silverado	41,740.50	Monroe MTE-ZEE	Boss 9'	\$43,623.50 MTE SS Body	120-150 days est
Ewald Ford	Ford F-350 Super Duty	43,038.50	Olson-Rugby Eliminator	Western 9'	45,545.50 Olson Rugby SS	150 to 200 days
Ewald Ford	Ford F-350 Super Duty	44,422.50	Northland- Parkhurst PDD 096 Body	Western 9'	44897.50 Northland Parkhurst SS	150-200 days
Ewald Ford	Ford F-350 Super Duty	43,685.50	Monroe MTE-ZEE	Boss 9'	45568.50 MONROE MTE SS	150-200 days
Ewald Ford	Ford F-350 Super duty	45,769.50	Caspers-Henderson Mark III	Western 9'	46,601.50 Henderson Mark III SS	150-200 days

The bid by Ewald Chevrolet with the Stainless Steel Body option is the low bid, has been found to meet all of the specifications and is recommended for award.

*Pub Wks
New Council
Ac & Jue*

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

VIII

R. C. No. - 15 - 16 . By FINANCE. May 18, 2015.

Your Committee to whom was referred Res. No. 2-15-16 by Alderperson Hammond authorizing entering into a MOU with Ellwood H. May Environmental Park Association of Sheboygan County, Inc.; recommends that the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

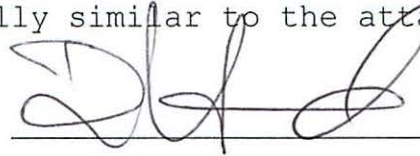
Approved _____ 20____. _____, Mayor

III

Res. No. 2 - 15 - 16. By Alderperson Hammond. April 21, 2015.

A RESOLUTION authorizing entering into a MOU with Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the Memorandum of Understanding with Ellwood H. May Environmental Park Association of Sheboygan County, Inc. ("MPA") regarding the elimination of the City's Maywood Park Director position and the creation of a similar staff position by the MPA, in form substantially similar to the attached.



*Finance
approve.*

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

Memorandum of Understanding

Between

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
and
City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. (“MPA”) and the City of Sheboygan (“City”) regarding the elimination of the City’s Maywood Park Director position and the creation of a similar staff position by the MPA.

Background

MPA and the City have engaged in extensive collaboration in the operation and programming activities of Maywood Environmental Park (“Maywood”) since Maywood was established over 30 years ago. Maywood has been without a Park Director for nearly two years. Additionally, the City’s Maywood Naturalist position has been eliminated. Due to budget constraints, the City will no longer be able to maintain these two positions and has proposed that MPA create a similar Park Director position with funding assistance from the City. MPA and the City are in agreement with this approach.

Purpose

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to a new Park Director position for Maywood. This MOU outlines the specific responsibilities for each party for the period of this Agreement. This MOU is intended to enhance the success of the Agreement, and facilitate the partnership, should the parties decide to do so, in the future.

NOW THEREFORE, the City and MPA agree as follows:

Section 1

The above purpose and goals will be accomplished by undertaking the following activities:

- a) MPA acknowledges that Maywood is a public City park and will continue to stay open free to the public between the hours of 4 a.m. and 10 p.m., or as otherwise established by the Common Council of the City.
- b) MPA agrees that changes to land or facilities will first need the approval of the City.
- c) MPA agrees to establish a staff position of Park Director for Maywood.
- d) City agrees to contribute funding towards the salary of Maywood’s Park Director position, as well as continue funding for upkeep of park facilities, maintenance, utilities and land management that would be considered normal annual City budgeted expenses for Maywood as a City park as follows:
 - City agrees to provide MPA funding at the beginning of each calendar year in the amount of \$65,500.00 towards the salary for the Maywood Park

- Director which is the amount equal to the salary of the former City Naturalist position;
 - City will continue to budget funds for park facilities, maintenance and utilities, and land management that would be considered normal annual budgeted items; and
 - City agrees to continue to provide the same or similar equipment and services as in the past.
- e) MPA agrees to submit a proposed job description for the Maywood Park Director position for approval by the City's Director of Public Works.
- f) The point of contact for the new Maywood Park Director with the City will be the City's Superintendent of Parks and Forestry.
- g) The parties agree that MPA will be expected to continue providing youth and school education programs during the school year and summer camp programs. Other expectations of the parties for the new MPA Maywood Park Director position include:
- Developing and maintaining positive working relationships with community educational leaders;
 - Updating and developing the Maywood Master Plan, including facilities, plantings, trail design and signage;
 - Enthusiastically promoting Maywood throughout the community and promoting the City as a partner;
 - Enforcing all safety standards as set forth by federal, state, and municipal laws; and
 - Assuring compliance with all City ordinances.
- h) Use of City caretaker employee will be under the direction of the Director of Public Works and the Superintendent of Parks and Forestry. All work not considered normal day-to-day duties, and overtime requests, must be approved by the Superintendent of Parks and Forestry.
- i) Upon entering into this Agreement, the City shall turn over all existing funds from its Maywood Program funding account to MPA with the understanding that the balance of these funds would be returned to the City if and when this Agreement expires, is terminated or becomes void for any reason.

Section 2

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 3

Indemnification. City and MPA agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision

and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives and will remain in effect until December 31, 2016 unless modified or terminated by the parties by mutual agreement. If not earlier terminated as provided in Section 6 below, unless either party gives notice in writing to the other at least ninety (90) days prior to the end of the initial or extended term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2020.

Section 6

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

Section 7

Any notice or other communication required or permitted to be given pursuant to this Agreement 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. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

Mayor

Date

City Clerk

Date

Director of Public Works

Date

ELLWOOD H. MAY ENVIRONMENTAL PARK
ASSOCIATION OF SHEBOYGAN COUNTY, INC.:

Date

Date

Date

Memorandum of Understanding

COPY

Between

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
and
City of Sheboygan

This Memorandum of Understanding ("MOU" or "Agreement") sets forth the terms and understanding between the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. ("MPA") and the City of Sheboygan ("City") regarding the elimination of the City's Maywood Park Director position and the creation of a similar staff position by the MPA.

Background

MPA and the City have engaged in extensive collaboration in the operation and programming activities of Maywood Environmental Park ("Maywood") since Maywood was established over 30 years ago. Maywood has been without a Park Director for nearly two years. Additionally, the City's Maywood Naturalist position has been eliminated. Due to budget constraints, the City will no longer be able to maintain these two positions and has proposed that MPA create a similar Park Director position with funding assistance from the City. MPA and the City are in agreement with this approach.

Purpose

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties' understanding as to their respective obligations and responsibilities with respect to a new Park Director position for Maywood. This MOU outlines the specific responsibilities for each party for the period of this Agreement. This MOU is intended to enhance the success of the Agreement, and facilitate the partnership, should the parties decide to do so, in the future.

NOW THEREFORE, the City and MPA agree as follows:

Section 1

The above purpose and goals will be accomplished by undertaking the following activities:

- a) MPA acknowledges that Maywood is a public City park and will continue to stay open free to the public between the hours of 4 a.m. and 10 p.m., or as otherwise established by the Common Council of the City.
- b) MPA agrees that changes to land or facilities will first need the approval of the City.
- c) MPA agrees to establish a staff position of Park Director for Maywood.
- d) City agrees to contribute funding towards the salary of Maywood's Park Director position, as well as continue funding for upkeep of park facilities, maintenance, utilities and land management that would be considered normal annual City budgeted expenses for Maywood as a City park as follows:
 - City agrees to provide MPA funding at the beginning of each calendar year in the amount of \$65,500.00 towards the salary for the Maywood Park

- Director which is the amount equal to the salary of the former City Naturalist position;
- City will continue to budget funds for park facilities, maintenance and utilities, and land management that would be considered normal annual budgeted items; and
 - City agrees to continue to provide the same or similar equipment and services as in the past.
- e) MPA agrees to submit a proposed job description for the Maywood Park Director position for approval by the City's Director of Public Works.
- f) The point of contact for the new Maywood Park Director with the City will be the City's Superintendent of Parks and Forestry.
- g) The parties agree that MPA will be expected to continue providing youth and school education programs during the school year and summer camp programs. Other expectations of the parties for the new MPA Maywood Park Director position include:
- Developing and maintaining positive working relationships with community educational leaders;
 - Updating and developing the Maywood Master Plan, including facilities, plantings, trail design and signage;
 - Enthusiastically promoting Maywood throughout the community and promoting the City as a partner;
 - Enforcing all safety standards as set forth by federal, state, and municipal laws; and
 - Assuring compliance with all City ordinances.
- h) Use of City caretaker employee will be under the direction of the Director of Public Works and the Superintendent of Parks and Forestry. All work not considered normal day-to-day duties, and overtime requests, must be approved by the Superintendent of Parks and Forestry.
- i) Upon entering into this Agreement, the City shall turn over all existing funds from its Maywood Program funding account to MPA with the understanding that the balance of these funds would be returned to the City if and when this Agreement expires, is terminated or becomes void for any reason.

Section 2

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 3

Indemnification. City and MPA agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision

and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives and will remain in effect until December 31, 2016 unless modified or terminated by the parties by mutual agreement. If not earlier terminated as provided in Section 6 below, unless either party gives notice in writing to the other at least ninety (90) days prior to the end of the initial or extended term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2020.

Section 6

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

Section 7

Any notice or other communication required or permitted to be given pursuant to this Agreement 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. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

Michael J. Vanderstoep
Mayor

6-11-2015
Date

Shawn Richards
City Clerk

6/10/15
Date

David H. [Signature]
Director of Public Works

6-10-2015
Date

ELLWOOD H. MAY ENVIRONMENTAL PARK
ASSOCIATION OF SHEBOYGAN COUNTY, INC.:

[Signature]

5/27/15
Date

Date

Date

DOCUMENT #5254

An agreement between City of
Sheboygan and Ellwood H. May
Environmental Park Association of
Sheboygan County, Inc.

Res. No. 2-15-16.

June 10, 2015.

VIII

R. C. No. _____ - 14 - 15. By FINANCE. May 18, 2015.

Your Committee to whom was referred Res. No. 6-15-16 by Alderperson Hammond authorizing executing a Termination Agreement with the Mead Public Library terminating the Reserved Fund and Liability Transfer Agreement between the parties; recommends that the Resolution be passed.

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

4.3

Res. No. 6 - 15 - 16. By Alderperson Hammond. May 4, 2015.

A RESOLUTION authorizing the Mayor to execute a Termination Agreement with the Mead Public Library terminating the Reserved Fund and Liability Transfer Agreement between the parties.

RESOLVED: That the Mayor is hereby authorized and directed to execute the Termination Agreement with the Mead Public Library, in form substantially similar to the attached, terminating the Reserved Fund and Liability Transfer Agreement entered into between the parties dated January 28, 2010.

*Finance
Approve*



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

TERMINATION AGREEMENT

WHEREAS, the City and the Library Board entered into a Reserved Fund and Liability Transfer Agreement dated January 28, 2010 (the "Agreement"), wherein, in consideration of the Board's transfer of the Library's Reserved Library Fund for the payment of library employee accrued sick leave and vacation payments to the City General Fund in the amount of \$443,952, the City agreed to assume the Board's liability and obligation for the payment of certain library employee separation expenses; and

WHEREAS, in administering the terms of the Agreement since its inception, the parties have determined that the original intent is not being achieved, as the implementation has proved to be very difficult, requiring the expenditure of countless hours by both City and Library financial and management staff; and

WHEREAS, it is in the best interests of each party to terminate the Agreement so as to return the parties to their respective positions prior to the Agreement, less the obligations waived and expenses paid out for library separation expenses to the date of this agreement to terminate said Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the City of Sheboygan Common Council and the Board of Trustees of the Mead Public Library as follows:

1. Upon transfer by the City from its General Fund of the amount of \$119,546 to the Mead Library Board of Trustees, the Reserved Fund and Liability Transfer Agreement entered into by the parties dated January 28, 2010 shall be terminated and of no further force and effect, with the exception of the indemnification provisions contained in Section 1.B. thereafter arising out of any payment or performance by either party under the Agreement prior to this termination.

IN WITNESS WHEREOF, this Termination Agreement is executed
as of the _____ day of _____, 2015.

CITY OF SHEBOYGAN

MEAD PUBLIC LIBRARY

By: _____
Michael J. Vandersteen
Mayor

By: _____
Maeve Quinn
President

Dated: _____

Dated: _____

TERMINATION AGREEMENT

WHEREAS, the City and the Library Board entered into a Reserved Fund and Liability Transfer Agreement dated January 28, 2010 (the "Agreement"), wherein, in consideration of the Board's transfer of the Library's Reserved Library Fund for the payment of library employee accrued sick leave and vacation payments to the City General Fund in the amount of \$443,952, the City agreed to assume the Board's liability and obligation for the payment of certain library employee separation expenses; and

WHEREAS, in administering the terms of the Agreement since its inception, the parties have determined that the original intent is not being achieved, as the implementation has proved to be very difficult, requiring the expenditure of countless hours by both City and Library financial and management staff; and

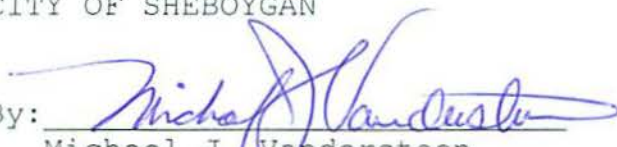
WHEREAS, it is in the best interests of each party to terminate the Agreement so as to return the parties to their respective positions prior to the Agreement, less the obligations waived and expenses paid out for library separation expenses to the date of this agreement to terminate said Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the City of Sheboygan Common Council and the Board of Trustees of the Mead Public Library as follows:

1. Upon transfer by the City from its General Fund of the amount of \$119,546 to the Mead Library Board of Trustees, the Reserved Fund and Liability Transfer Agreement entered into by the parties dated January 28, 2010 shall be terminated and of no further force and effect, with the exception of the indemnification provisions contained in Section 1.B. thereafter arising out of any payment or performance by either party under the Agreement prior to this termination.

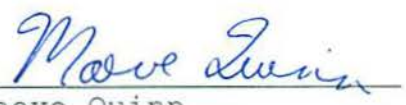
IN WITNESS WHEREOF, this Termination Agreement is executed as of the 28th day of May, 2015.

CITY OF SHEBOYGAN

By: 
Michael J. Vandersteen
Mayor

Dated: 5-28-2015

MEAD PUBLIC LIBRARY

By: 
Maeve Quinn
President

Dated: 5-28-15

DOCUMENT #5255

A Termination agreement
between City of Sheboygan and
Mead Library for funds for
Library Employees.

Res. No. 6-15-16.

May 28, 2015.

VIII

R. C. No. _____ - 14 - 15. By FINANCE. May 18, 2015.

Your Committee to whom was referred Res. No. 7-15-16 by Alderperson Hammond authorizing entering into a contract for buildings and property insurance coverage; recommends that the Resolution be passed.

Committee

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.4

Res. No. 7 - 15 - 16. By Alderperson Hammond. May 4, 2015.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

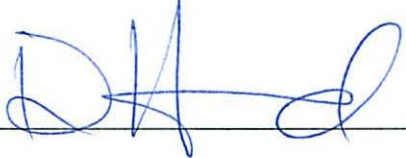
WHEREAS, City ordinance allows the purchase from or in cooperation with, other governmental agencies without competitive bids, and

WHEREAS, the State of Wisconsin Local Government Property Insurance Fund continues to provide insurance at reasonable rates.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with the Local Government Property Insurance Fund for providing building and property insurance coverage at a cost of \$112,763 for the period June 1, 2015 through May 31, 2016.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Prepaid Insurance Account No. 705-155010 in payment of same.

*Finance
Approve*



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

AGRICULTURAL LAND LEASE

This lease entered into as of the 30th day of ~~May~~^{June}, 2015, between CITY OF SHEBOYGAN, State of Wisconsin, hereinafter referred to as "Landlord," and PAUL RAMMER of Sheboygan, Wisconsin, hereinafter referred to as "Tenant."

WITNESSETH:

1. **LEASE OF PREMISES.** Landlord for and in consideration of the rents, covenants, agreements and conditions hereinafter set out to be kept and performed by Tenant, hereby leases to Tenant and Tenant hereby agrees to lease from Landlord on the same terms and conditions the following described premises:

20.46 acres bordering South Business Drive in the City of Sheboygan, being part of Section 9, T. 14 N., Range 23 E., County of Sheboygan, and further identified as Farm #11442, Tract # 28896 on the attached USDA Farm Service Agency Map.

2. **TERM.** This lease shall commence on January 1, 2015 and shall terminate on December 31, 2015. However, Landlord reserves the exclusive right to terminate in full or in part this lease with twenty (20) days written notice for purposes of facilitating development needs. In no event shall Landlord be liable to pay for damages.

3. **RENTAL.** The rental shall be \$1,200.00 per year, payable on or before December 31, 2015. However, in the event of an early termination, rent will be prorated based on 20 acres and based on the term of the tenancy.

4. **STIPULATED USAGE.** The leased premises are to be used for agricultural purposes only. The Tenant covenants to farm said premises consistent with good management practices, having due regard for the maintenance of soil fertility and the proper rotation of crops, among other practices.

5. LIABILITY INSURANCE. It is the responsibility of Tenant to provide liability insurance coverage for his employees, customers and invitees and submit proof thereof to Landlord upon request.

6. ASSIGNMENT AND SUBLETTING. Tenant may not assign this lease or sublet the premises or any part thereof without first obtaining the written consent of Landlord, which consent shall be conditioned upon the financial responsibility and character of the party to whom the premises are to be assigned or sublet, but that such consent shall not be unreasonably withheld.

7. COMPLIANCE WITH LAW. Tenant shall not commit any undue waste on the leased premises and shall conform with all applicable laws and ordinances respecting the use and occupancy thereof relating to matters not covered elsewhere herein.

8. LANDLORD'S ENTRY FOR INSPECTION. Landlord and his legal representatives shall have the right, at all reasonable times, to enter into and upon the leased premises for the purpose of examining, inspecting, viewing, maintaining, and repairing the same and of showing said premises to prospective purchasers and tenants, said inspections, however, not to unreasonably interfere with the business of Tenant.

9. RIGHT OF FIRST REFUSAL FOR FUTURE RENTAL. Tenant shall have a right of first refusal for the continued rental of the above-described premises after termination of lease such that in the event Landlord shall receive from a third party a bona fide offer to rent the above-described premises for agricultural purposes, Tenant shall have the right to meet the price and terms of said offer to rent within fifteen (15) days after a copy of said offer to rent is personally delivered to Tenant. If Tenant fails to exercise his right of first refusal within the time period herein specified, said right of first refusal shall be deemed waived and this right of first refusal shall be of no further force and effect with respect to the said premises. If, however, for any reason, Landlord shall fail to consummate the lease of the subject premises to said third party, the rights herein mentioned shall be deemed revived and be of the same force and effect as if no bona fide offer was ever received.

10. EXPENSES REGARDING ENFORCEMENT OF COVENANTS AND AGREEMENTS.

Each party hereto covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the other party in enforcing the covenants and agreements of this lease.

11. SUCCESSORS, ETC. The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

12. This lease shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above set forth.

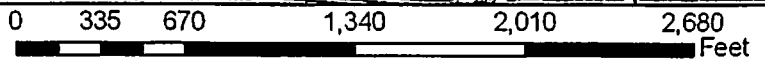
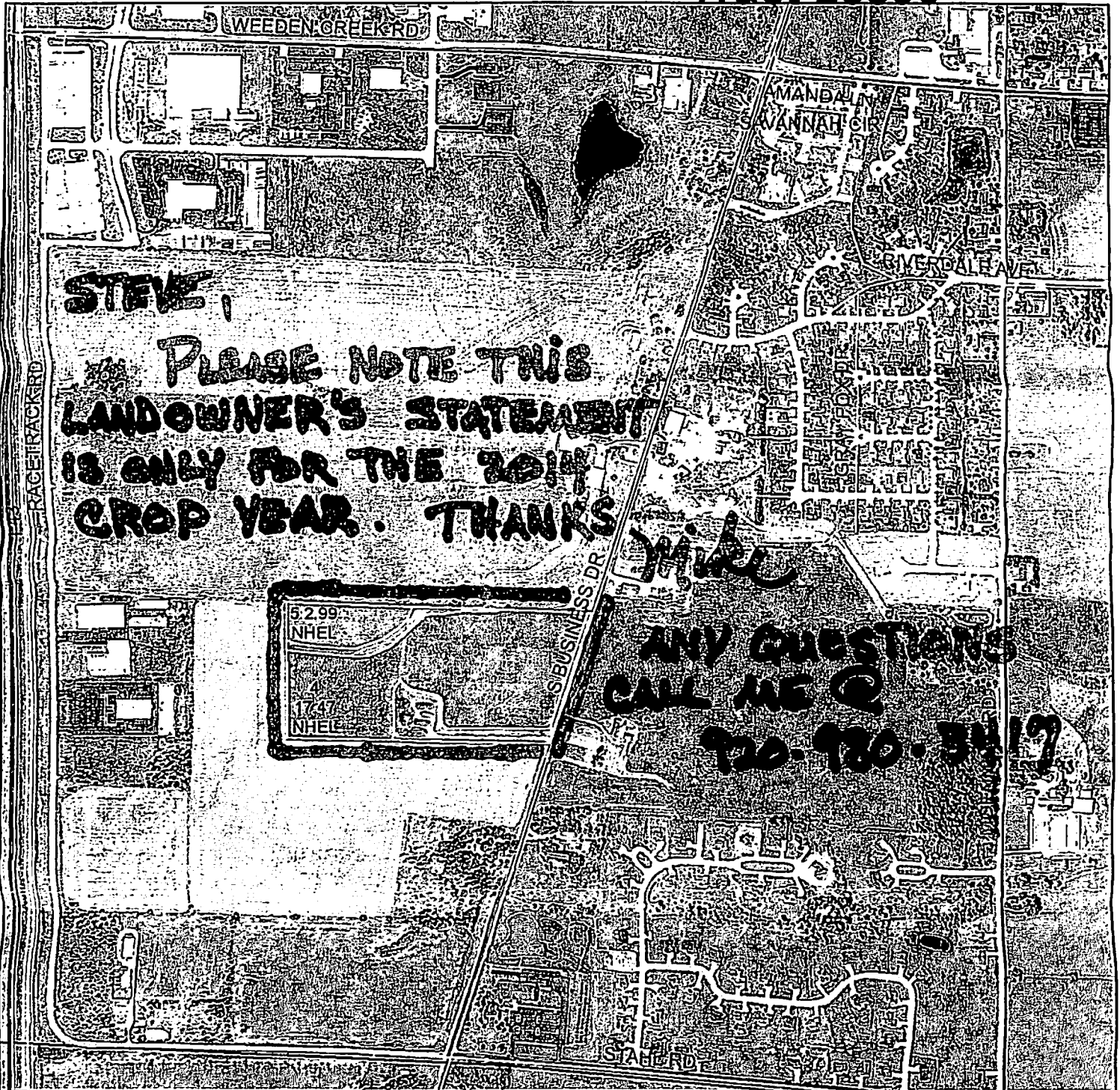
LANDLORD: CITY OF SHEBOYGAN

By: 

Michael J. Vandersteen, Mayor

TENANT:


Paul Rammer



Legend

□ Section Boundary

Wetland Information

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2010 Aerial Photography
 Disclaimer: Map information intended for FSA programs only. FSA does not guarantee the accuracy of this map for other purposes.

June 16, 2011

DOCUMENT #5244

An Agricultural land lease
between City of Sheboygan and
Paul Rammer for 20.46 acres.

Res. No. 9-15-16.

July 13, 2015.

VIII

R. C. No. _____ - 15 - 16. By PUBLIC WORKS. May 18, 2015.

Your Committee to whom was referred Res. No. 9-15-16 by Alderperson Belanger executing a one-year Lease for agricultural property in the City of Sheboygan; recommends that the Resolution be passed.

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

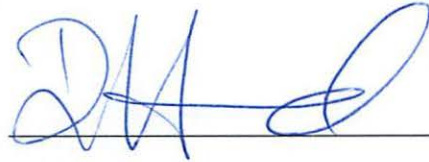
III

4.6

Res. No. 9 - 15 - 16. By Alderperson Belanger. May 4, 2015.

A RESOLUTION authorizing executing a one-year lease for agricultural property in the City of Sheboygan.

RESOLVED: That the Mayor is hereby authorized and directed to execute the attached lease with Paul Rammer for the 2015 agricultural use of approximately 20.46 acres land bordering South Business Drive in the City of Sheboygan.



Pub Works

approve.

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

AGRICULTURAL LAND LEASE

This lease entered into as of the ____ day of May, 2015, between CITY OF SHEBOYGAN, State of Wisconsin, hereinafter referred to as "Landlord," and PAUL RAMMER of Sheboygan, Wisconsin, hereinafter referred to as "Tenant."

WITNESSETH:

1. **LEASE OF PREMISES.** Landlord for and in consideration of the rents, covenants, agreements and conditions hereinafter set out to be kept and performed by Tenant, hereby leases to Tenant and Tenant hereby agrees to lease from Landlord on the same terms and conditions the following described premises:

20.46 acres bordering South Business Drive in the City of Sheboygan, being part of Section 9, T. 14 N., Range 23 E., County of Sheboygan, and further identified as Farm #11442, Tract # 28896 on the attached USDA Farm Service Agency Map.

2. **TERM.** This lease shall commence on January 1, 2015 and shall terminate on December 31, 2015. However, Landlord reserves the exclusive right to terminate in full or in part this lease with twenty (20) days written notice for purposes of facilitating development needs. In no event shall Landlord be liable to pay for damages.

3. **RENTAL.** The rental shall be \$1,200.00 per year, payable on or before December 31, 2015. However, in the event of an early termination, rent will be prorated based on 20 acres and based on the term of the tenancy.

4. **STIPULATED USAGE.** The leased premises are to be used for agricultural purposes only. The Tenant covenants to farm said premises consistent with good management practices, having due regard for the maintenance of soil fertility and the proper rotation of crops, among other practices.

5. LIABILITY INSURANCE. It is the responsibility of Tenant to provide liability insurance coverage for his employees, customers and invitees and submit proof thereof to Landlord upon request.

6. ASSIGNMENT AND SUBLETTING. Tenant may not assign this lease or sublet the premises or any part thereof without first obtaining the written consent of Landlord, which consent shall be conditioned upon the financial responsibility and character of the party to whom the premises are to be assigned or sublet, but that such consent shall not be unreasonably withheld.

7. COMPLIANCE WITH LAW. Tenant shall not commit any undue waste on the leased premises and shall conform with all applicable laws and ordinances respecting the use and occupancy thereof relating to matters not covered elsewhere herein.

8. LANDLORD'S ENTRY FOR INSPECTION. Landlord and his legal representatives shall have the right, at all reasonable times, to enter into and upon the leased premises for the purpose of examining, inspecting, viewing, maintaining, and repairing the same and of showing said premises to prospective purchasers and tenants, said inspections, however, not to unreasonably interfere with the business of Tenant.

9. RIGHT OF FIRST REFUSAL FOR FUTURE RENTAL. Tenant shall have a right of first refusal for the continued rental of the above-described premises after termination of lease such that in the event Landlord shall receive from a third party a bona fide offer to rent the above-described premises for agricultural purposes, Tenant shall have the right to meet the price and terms of said offer to rent within fifteen (15) days after a copy of said offer to rent is personally delivered to Tenant. If Tenant fails to exercise his right of first refusal within the time period herein specified, said right of first refusal shall be deemed waived and this right of first refusal shall be of no further force and effect with respect to the said premises. If, however, for any reason, Landlord shall fail to consummate the lease of the subject premises to said third party, the rights herein mentioned shall be deemed revived and be of the same force and effect as if no bona fide offer was ever received.

10. EXPENSES REGARDING ENFORCEMENT OF COVENANTS AND AGREEMENTS.

Each party hereto covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the other party in enforcing the covenants and agreements of this lease.

11. SUCCESSORS, ETC. The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

12. This lease shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above set forth.

LANDLORD: CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen, Mayor

TENANT:

Paul Rammer

VIII

R. C. No. - 15 - 16 . By PUBLIC WORKS. May 18, 2015.

Your Committee to whom was referred Res. No. 10-15-16 by Alderperson Belanger authorizing executing a contract between the City, State, DOT and McMahon Associates, Inc., for the engineering of the design of North Ave. (Calumet Dr. to N. 15th St.); recommends that the Substitute Resolution be passed.

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

4.7

Subs. of Res. No. 10 - 15 - 16. By Alderperson Belanger. May 18, 2015.

A RESOLUTION authorizing the appropriate City Officials to execute a contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates Inc. for the engineering of the design of North Avenue (Calumet Drive to N. 15th Street) Project ID 4996-01-78 for the proposed sum of \$252,724.19 of which the Federal share is \$202,179.45 and of which the City of Sheboygan's share is \$50,544.74.

RESOLVED: That the appropriate City Officials execute the contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates Inc. for the engineering of the design of North Avenue (Calumet Drive to N. 15th Street) Project ID 4996-01-78 for the proposed sum of \$249,817.03 of which the Federal share is \$199,853.62 and of which the City of Sheboygan's share is \$49,963.41.

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

4.7

Res. No. 10 - 15 - 16. By Alderperson Belanger. May 4, 2015.

A RESOLUTION authorizing the appropriate City Officials to execute a contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates Inc. for the engineering of the design of North Avenue (Calumet Drive to N. 15th Street) Project ID 4996-01-78 for the proposed sum of \$252,724.19 of which the Federal share is \$202,179.45 and of which the City of Sheboygan's share is \$50,544.74.

RESOLVED: That the appropriate City Officials execute the contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates Inc. for the engineering of the design of North Avenue (Calumet Drive to N. 15th Street) Project ID 4996-01-78 for the proposed sum of \$252,724.19 of which the Federal share is \$202,179.45 and of which the City of Sheboygan's share is \$50,544.74.

*Pub Wks.
Approve Subs*

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN
City of Sheboygan (MUNICIPALITY),
State of Wisconsin Department of Transportation (DEPARTMENT),
AND
McMAHON (CONSULTANT) FOR

Project ID 4996-01-78
 C Sheboygan, North Ave
 Calumet St to 15th St
 North Ave
 Sheboygan County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES CONTRACT between MUNICIPALITY, DEPARTMENT, and CONSULTANT to provide consultant engineering services and will be completed by May 1, 2019.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

The proposed improvement includes reconstructing North Avenue from Calumet Drive to 15th Street in the City of Sheboygan.

The urban facility will be reconstructed to include bike facilities. The storm sewer system will be reconstructed.

This contract is for services necessary for preliminary and final design through PS&E package, including environmental documentation.

The MUNICIPALITY and DEPARTMENT deem it advisable to engage CONSULTANT to provide certain engineering services and have authority to contract for these services.

ALL SERVICES

Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be from the:

- DEPARTMENT or
- MUNICIPALITY

For Authorized Services:

Actual costs to the CONSULTANT up to \$202,259.97, plus a fixed fee of \$14,439.69, not to exceed \$216,699.66 in total.

For title report services subcontracted to Classic title services, the CONSULTANT'S actual cost paid to Classic Title Services not to exceed \$3750.00 using the cost per unit listed in the table below.

Item Description	Unit Type	Unit Cost
60 year Title Reports with one update (assume 4 tax key numbers)	Each	\$150.00
Letter Reports (Assume 42 tax key numbers)	Each	\$75.00

For environmental database services sublet to subcontracted Environmental Data

Resources, the CONSULTANT'S actual cost paid to Environmental Data Resources not to exceed \$390.00 using the cost per unit listed in the table below.

Item Description	Unit Type	Unit Cost
Standard Package	Lump Sum	\$350.00
Sanborn Sets (2 req'd)	Each	\$20.00

For subsurface investigation services subcontracted to River Valley Testing, the CONSULTANT'S actual cost paid to River Valley Testing not to exceed \$5520.00 using the cost per unit listed in the attached proposal dated May 5, 2015.

Compensation for authorized services for this contract shall not exceed \$226,359.66.

"IF AUTHORIZED"

The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

The CONSULTANT's actual cost up to \$21,832.11, plus a fixed fee of \$1,625.25, up to a maximum combined amount of \$23,457.36.

Compensation for "if authorized" services for this contract shall not exceed \$23,457.36.

Compensation in excess of the total CONTRACT amount of \$249,817.03 shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

The CONSULTANT represents it is in compliance with the laws and regulations relating to the profession of engineering and signifies its willingness to provide the desired engineering services.

The CONSULTANT representative is Michal R. Simon:

Street Address: McMahan
1445 McMahan Drive, Neenah, WI 54956
Mailing Address: P.O. Box 1025, Neenah, WI 54957-1025
Telephone: (920)751-4200
Fax: (920)751-4284
E-Mail: msimon@mcmgrp.com

The MUNICIPALITY representative is Ryan Sazama:

Street Address: City of Sheboygan
Mailing Address: 2026 New Jersey Avenue, Sheboygan, WI 53081
Telephone: (920)459-3485
Fax: (920)459-0227
E-Mail: ryan.sazama@sheboyganwi.gov

The PROJECT will be administered for the DEPARTMENT by JT Engineering, INC. the NE Region Local Program Management Consultant (MC). The MC Representative is Rich Glen:

JT Engineering, Inc. Attn: Rich Glen, PE
richglen@jt-engineering.com
1077 Centennial Centre Blvd
Hobart, WI 54155
920.468-4771
FAX 920.468-7135

This CONTRACT incorporates and the parties agree to all of the STANDARD PROVISIONS of the August 2, 2002, THREE PARTY DESIGN ENGINEERING SERVICES BOILERPLATE, Procedure 8-15-1, Exhibit 1.2 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these STANDARD PROVISIONS.

The parties also agree to all of the special provisions which are annexed and made a part of this CONTRACT, consisting of 10 pages.

This CONTRACT also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this CONTRACT expressly excludes a provision thereof or the context of this CONTRACT clearly indicates an entirely different understanding of the parties.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: _____

Contract Manager, WisDOT

Date: _____

Date: _____

For the MUNICIPALITY

APPROVED

By: _____

By: _____

Title: _____

GOVERNOR, State of Wisconsin

Date: _____

Date: _____

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

DEFINITIONS

- a. "LPA" means the Local Public Agency responsible for the PROJECT within their jurisdiction in the LOCAL PROGRAM.
- b. "NE or Region or NE Region" means the Wisconsin Department of Transportation's, Northeast Region, located at 944 Vanderperren Way, Green Bay, WI 54304.
- c. "CO" means the DEPARTMENT'S Central Office located in Madison, WI.
- d. "DC" or "CONSULTANT" means the consultant retained by the LPA and the DEPARTMENT to provide engineering services for a PROJECT in the LOCAL PROGRAM.
- e. "Design Contract" means a contract for engineering services for the PROJECT design.
- f. "MC" or "MANAGEMENT CONSULTANT" means the CONSULTANT providing project management services who is retained by the Northeast REGION and represents the DEPARTMENT.
- g. "DRC" means the NE REGION'S railroad coordinator.
- h. "BRH" means the DEPARTMENT'S Bureau of Rails and Harbors.
- i. "OCR" Office of Commissioner of Railroads.
- j. "CDR" Concept Definition Report
- k. "AGENCY" means any and all necessary governmental agencies required for coordination as follows (but not limited to): Division of Infrastructure Development, DEPARTMENT of Natural Resources, Federal Highway Administration, U.S. Army Corp of Engineers.

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Encroachment Report

The CONSULTANT shall prepare an encroachment report as directed by the MUNICIPALITY. Three copies of the request shall be submitted to the MUNICIPALITY for approval.

(2) Other Reports:

The CONSULTANT shall prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- a. Traffic Management Plan (TMP)
- b. Trans 75 Complete Street Compliance Check Sheet and applicable Exception Sheet(s).
- c. Traffic Signal Warrant Analysis and report for 21st Street Intersection
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- f. ICE for 15th Street Intersection (If Authorized). An alternative selection ICE will be required.

B. ENVIRONMENTAL DOCUMENTATION

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare an ER Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and DEPARTMENT for approval.

If review of the environmental document by the MUNICIPALITY, DEPARTMENT, and FHWA indicates that changes to this document are necessary, all such changes shall be made by the CONSULTANT.

In preparing environmental documentation, CONSULTANT shall consider and evaluate as alternatives to the PROJECT other reasonable actions or activities that may achieve the same or similar purpose of a highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. CONSULTANT shall evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state and national environmental goals. CONSULTANT shall prepare environmental documents that are concise, clear, and to the point and emphasize real environmental issues and alternatives. CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

- (1) Historical and Archaeological Surveys and Studies:
 - (a) The CONSULTANT shall submit the PROJECT for approval on the BOE screening list.
- (2) Air Quality:
 - (a) The CONSULTANT shall prepare the air quality factor sheet as part of the environmental report, but an air quality investigation is not part of this contract. This PROJECT is located in a nonattainment area for ozone.
- (3) Hazardous Materials/Contamination Assessments
 - (a) The CONSULTANT shall conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.
 - (b) When Phase I indicates further work is needed, the CONSULTANT shall consult with the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies. Any additional studies will be considered an extra service.
 - (c) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/Contamination Assessments services performed by the CONSULTANT under this CONTRACT.
- (4) Wetland Investigations
 - (a) The CONSULTANT shall delineate wetlands located immediately adjacent to the roadway and submit a report of findings to the Department of Natural Resources.
- (5) Native American Coordination
 - (a) The CONSULTANT shall prepare the notification letter and submit to WisDOT for review and approval. The letters will be mailed out by the CONSULTANT.

C. AGENCY COORDINATION

- (1) Section 401 and 402 Certifications:

The CONSULTANT shall evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary application. The CONSULTANT shall request for and obtain a 401 Water Quality

Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be completed prior to the final PS&E submittal.

(2) Section 404 Permits:

The CONSULTANT shall evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL.

D. RAILROAD/UTILITY INVOLVEMENTS

(1) Railroad Negotiations/Agreements

(a) The CONSULTANT shall prepare a single Railroad Project Submittal Package (RPSP) for the two crossings located on North Avenue. The RPSP will include a separate Railroad Crossing Report (form DT1589) for each crossing.

(b) If authorized, the CONSULTANT shall prepare all statements and documentation and present testimony at proceedings before the Office of the Commissioner of Railroads, or such other forum as may be designated by the DEPARTMENT.

(2) Utility Negotiations/Agreements

(a) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non TRANS 220 projects, however the CONSULTANT shall maintain a utility log and provide updates to the MC at notification, 30%, 60%, and 90% PROJECT stages.

(b) CONSULTANT shall transmit final utility-related documents to the MC, as DEPARTMENT's representative, a minimum of 30 days prior to the final PS&E submittal date. This submittal includes the following information:

- i. USR signed and dated by CONSULTANT.
- ii. Utility-related special provisions.
- iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
- iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
- v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
- vi. Approved Work Plans by LPA.

E. PUBLIC INVOLVEMENT

(1) Informational Meetings:

- (a) The CONSULTANT shall hold two (2) informational meeting(s) to acquaint the public with the concepts and probable impacts of this PROJECT.
- (b) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meeting(s). The CONSULTANT will prepare the Public Involvement Meeting notices and provide them to the MUNICIPALITY.
- (c) The CONSULTANT shall prepare a summary report after the public information meeting(s).
- (d) The CONSULTANT shall consult with the MUNICIPALITY after the public informational meeting(s) to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.
- (e) The CONSULTANT shall make all the necessary arrangements for scheduling the meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
- (f) The CONSULTANT shall provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
- (g) The CONSULTANT shall coordinate meeting schedules with the MUNICIPALITY'S representative.

F. MEETINGS

- (1) The CONSULTANT shall hold a Design Kick-off/Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Two coordination meetings shall be held with local businesses located within the PROJECT area.
- (3) A 30% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT'S representative, shall be held as directed by the MC.
- (4) A 60% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC shall be held as directed by the MC, as DEPARTMENT'S representative.
- (5) A 90% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT'S representative, shall be held 60 days ahead of the P.S. & E. submittal date as directed by the MC, as DEPARTMENT'S representative.

- (6) The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- (7) Three meeting(s) shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.
- (8) The CONSULTANT shall conduct two coordination meeting(s) with utilities having facilities on the PROJECT.

H. SURVEYS

- (1) The CONSULTANT shall set horizontal and vertical control based on the Wisconsin County Coordinate System, Sheboygan County.
- (2) The CONSULTANT shall temporarily mark existing right-of-way for coordination with affected utilities and property owners.
- (3) The CONSULTANT shall locate the necessary section corners for the right-of-way plat. It is estimated that two section corners need to be located and established and tied to state plane coordinates. The CONSULTANT should not apply for reimbursement from the applicable county for these costs.
- (4) The surveys shall also provide information necessary for the preparation of plats and acquisition of rights of way and property. All such information shall be provided in an electronic file. The format of the file containing right-of-way monumentation information shall be in accordance with the standards outlined in the FDM.
- (5) Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.
- (6) The CONSULTANT shall submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, following specifications and standards outlined in the FDM on a Read-Only CD. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) The CONSULTANT shall perform 6 samples of the existing pavement structure, including base courses and shoulders, in order to determine quantities and qualities of materials available for project needs.
- (2) Investigations of subsurface soil conditions for signal bases for mono-tube poles and arm at the site of signal base. They shall consist of not less than one machine powered boring per signalized intersection.

Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of the concrete base.

The CONSULTANT will forward the subsurface information to the manufacturer of the proprietary mono-tube pole and arm assembly for a determination of the concrete base requirements.

- (3) The CONSULTANT shall perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.
- (4) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section - Drilled Borehole and Monitoring Well Abandonment Procedures". Spoil material from boring samples shall be disposed of such that the surrounding environment is not adversely impacted, including any nearby streams.

J. ROAD PLANS

Section II.I.(2) in the Standard Provision of the CONTRACT is amended to include the following plans:

- (l). Marking and Signing Plan
- (m). Traffic Signal Plans 21st Street Intersection (if Authorized)
- (n). Traffic Signal Plans 15th Street Intersection (if Authorized)
- (o). Lighting Plans
- (p). Construction staging plans (include earthwork quantities for each stage)
- (q). Landscaping Plan
- (r). Storm Sewer Plan
- (s). Project Overview - Single Sheet Schematic Drawing
- (t). Intersection Details

The CONSULTANT shall submit 30%, 60%, and 90% plans to the MC for review and comment.

L. PLATS

- (1) The CONSULTANT shall prepare Right-of-Way Plats as defined in the MANUAL.
- (2) A right of way descriptions shall be provided for all individual parcels of land to be acquired as Right of Way for the PROJECT. An individual legal description shall be provided for each parcel, or an envelope description that does not cover more than one page of the plat. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the descriptions shall be referenced to and tied into the pertinent section or quarter section corners. The

CONSULTANT shall submit the legal descriptions on a hard copy and as an electronic e-mail file to the MANAGEMENT CONSULTANT.

- (3) The CONSULTANT shall prepare the descriptions in line item format and provide an electronic copy to the MUNICIPALITY.
- (4) The CONSULTANT shall field locate and temporarily mark the new right of way boundaries in a manner which will facilitate the appraisal of all affected parcels.
- (6) The CONSULTANT shall provide on the Right-of-Way Plat, point numbers for all new right-of-way points to be monumented and all existing right-of-way points. Point numbers should correspond to data as submitted in Section H SURVEYS (5).
- (7) The CONSULTANT will be responsible for all changes to the plat sheets and legal descriptions until the Real Estate Certification is completed. Changes on the RW plat that occur following the initial relocation order (excluding hardship or protective purchase) are to be anticipated and are part of this contract.
- (8) Up to four 60 year title report searches and forty-two title-forward letter reports shall be made of the properties or premises through which the Right of Way for the PROJECT is to be acquired.

N. TRAFFIC

- (1) The CONSULTANT shall collect 16 hour turning movement traffic counts at the following intersection locations:
 - a. Intersection of North Avenue and 15th Street.
 - b. Intersection of North Avenue and 21st Street.

Note – Traffic counts will be collected while local schools are in session.
- (2) The CONSULTANT shall prepare and submit a traffic forecast request (form DT1601) to the DEPARTMENT along with the intersection turning movement counts. The traffic forecast will be provided by the DEPARTMENT.

O. SERVICES PROVIDED BY THE DEPARTMENT

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

1. Traffic Projections for the project.

P. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Current list of property owners and mailing addresses.
2. Location for public involvement meeting(s).
3. The MUNICIPALITY mail out the meeting notices to the property owners.

Q. PROSECUTION AND PROGRESS

- (1) The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with WisDOT internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current WisDOT standards (Microsoft Project), or on paper.
- (2) The PROJECT will be administered for the DEPARTMENT by JT Engineering, INC. the NE Region Local Program Management Consultant (MC). Correspondence and all submittals, including invoices, progress reports, and updated schedules must be submitted to:

JT Engineering, Inc. Attn: Rich Glen, PE
richglen@jt-engineering.com
1077 Centennial Centre Blvd
Hobart, WI 54155
920.468-4771
FAX 920.468-7135

- (3) The CONSULTANT proposes to sublet services to:
 - (a) Historical aerial photographs and Database Report for Phase 1 Hazmat Report sublet to Environmental Data Resources.
 - (b) Title report searches sublet to Classic Title Services.
 - (c) Soils and subsurface investigations sublet to River Valley Testing.
- (4) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by July 1, 2015.

DESCRIPTION	DATE
OPM/Design Kickoff	8-15-15
Initial Project Review	7-15-15
30% Plan, Estimate & Road Builder's Quantities Submittal	2-1-16
Public Information Meeting	3-1-16
TRANS 75 submittal	9-1-15

DESCRIPTION	DATE
Environmental Document Submittal	4-1-16
60% Plan, Estimate & Road Builder's Quantities Submittal	2-1-17
Soils Report Submittal	11-1-15
Pavement Design Report Submittal	1-15-16
Traffic Study Report (Warrant Analysis for 15 th Street and 21 st Street	11-15-15
Traffic Management Plan Submittal	11-1-16
Design Study Report Submittal	12-1-16
Slope Intercepts & Preliminary Plat	2-1-17
Right-Of-Way Plat(s)	2-1-17
Right-Of-Way Descriptions	2-1-17
Approved Relocation Order	2-1-17
90% Plan, Estimate & Road Builder's Quantities	2-1-18
Final P.S. & E & Road Builder's Quantities Submittal	8-1-18
Let Date	12-11-18
Preconstruction Conference	5-1-19

- (5) The CONSULTANT shall communicate all substantial (10% or \$100,000, whichever is less) changes of construction cost estimates to the MC.

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

DEFINITIONS

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 - (a) The CONSULTANT shall delineate wetlands located immediately adjacent to the roadway and submit a report of findings to the Department of Natural Resources.
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 - (a) The CONSULTANT shall prepare the notification letter and submit to WisDOT for review and approval. The letters will be mailed out by the CONSULTANT.

C. AGENCY COORDINATION

- (1) Section 401 and 402 Certifications:

The CONSULTANT shall evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary application. The CONSULTANT shall request for and obtain a 401 Water Quality

Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be completed prior to the final PS&E submittal.

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D. RAILROAD/UTILITY INVOLVEMENTS

(1) Railroad Negotiations/Agreements

- (a) The CONSULTANT shall prepare a single Railroad Project Submittal Package (RPSP) for the two crossings located on North Avenue. The RPSP will include a separate Railroad Crossing Report (form DT1589) for each crossing.
- (b) If authorized, the CONSULTANT shall prepare all statements and documentation and present testimony at proceedings before the Office of the Commissioner of Railroads, or such other forum as may be designated by the DEPARTMENT.

(2) Utility Negotiations/Agreements

- (a) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non TRANS 220 projects, however the CONSULTANT shall maintain a utility log and provide updates to the MC at notification, 30%, 60%, and 90% PROJECT stages.
- (b) CONSULTANT shall transmit final utility-related documents to the MC, as DEPARTMENT's representative, a minimum of 30 days prior to the final PS&E submittal date. This submittal includes the following information:
 - i. USR signed and dated by CONSULTANT.
 - ii. Utility-related special provisions.
 - iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
 - iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
 - v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
 - vi. Approved Work Plans by LPA.

E. PUBLIC INVOLVEMENT

(1) Informational Meetings:

- (a) The CONSULTANT shall hold two (2) informational meeting(s) to acquaint the public with the concepts and probable impacts of this PROJECT.
- (b) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meeting(s). The CONSULTANT will prepare the Public Involvement Meeting notices and provide them to the MUNICIPALITY.
- (c) The CONSULTANT shall prepare a summary report after the public information meeting(s).
- (d) The CONSULTANT shall consult with the MUNICIPALITY after the public informational meeting(s) to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.
- (e) The CONSULTANT shall make all the necessary arrangements for scheduling the meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
- (f) The CONSULTANT shall provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
- (g) The CONSULTANT shall coordinate meeting schedules with the MUNICIPALITY'S representative.

F. MEETINGS

- (1) The CONSULTANT shall hold a Design Kick-off/Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Two coordination meetings shall be held with local businesses located within the PROJECT area.
- (3) A 30% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT'S representative, shall be held as directed by the MC.
- (4) A 60% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC shall be held as directed by the MC, as DEPARTMENT'S representative.
- (5) A 90% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT'S representative, shall be held 60 days ahead of the P.S. & E. submittal date as directed by the MC, as DEPARTMENT'S representative.

- (6) The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- (7) Three meeting(s) shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.
- (8) The CONSULTANT shall conduct two coordination meeting(s) with utilities having facilities on the PROJECT.

H. SURVEYS

- (1) The CONSULTANT shall set horizontal and vertical control based on the Wisconsin County Coordinate System, Sheboygan County.
- (2) The CONSULTANT shall temporarily mark existing right-of-way for coordination with affected utilities and property owners.
- (3) The CONSULTANT shall locate the necessary section corners for the right-of-way plat. It is estimated that two section corners need to be located and established and tied to state plane coordinates. The CONSULTANT should not apply for reimbursement from the applicable county for these costs.
- (4) The surveys shall also provide information necessary for the preparation of plats and acquisition of rights of way and property. All such information shall be provided in an electronic file. The format of the file containing right-of-way monumentation information shall be in accordance with the standards outlined in the FDM.
- (5) Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.
- (6) The CONSULTANT shall submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, following specifications and standards outlined in the FDM on a Read-Only CD. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) The CONSULTANT shall perform 6 samples of the existing pavement structure, including base courses and shoulders, in order to determine quantities and qualities of materials available for project needs.
- (2) Investigations of subsurface soil conditions for signal bases for mono-tube poles and arm at the site of signal base. They shall consist of not less than one machine powered boring per signalized intersection.

Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of the concrete base.

The CONSULTANT will forward the subsurface information to the manufacturer of the proprietary mono-tube pole and arm assembly for a determination of the concrete base requirements.

- (3) The CONSULTANT shall perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.
- (4) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section - Drilled Borehole and Monitoring Well Abandonment Procedures". Spoil material from boring samples shall be disposed of such that the surrounding environment is not adversely impacted, including any nearby streams.

J. ROAD PLANS

Section II.I.(2) in the Standard Provision of the CONTRACT is amended to include the following plans:

- (l). Marking and Signing Plan
- (m). Traffic Signal Plans 21st Street Intersection (if Authorized)
- (n). Traffic Signal Plans 15th Street Intersection (if Authorized)
- (o). Lighting Plans
- (p). Construction staging plans (include earthwork quantities for each stage)
- (q). Landscaping Plan
- (r). Storm Sewer Plan
- (s). Project Overview - Single Sheet Schematic Drawing
- (t). Intersection Details

The CONSULTANT shall submit 30%, 60%, and 90% plans to the MC for review and comment.

L. PLATS

- (1) The CONSULTANT shall prepare Right-of-Way Plats as defined in the MANUAL.
- (2) A right of way descriptions shall be provided for all individual parcels of land to be acquired as Right of Way for the PROJECT. An individual legal description shall be provided for each parcel, or an envelope description that does not cover more than one page of the plat. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the descriptions shall be referenced to and tied into the pertinent section or quarter section corners. The

CONSULTANT shall submit the legal descriptions on a hard copy and as an electronic e-mail file to the MANAGEMENT CONSULTANT.

- (3) The CONSULTANT shall prepare the descriptions in line item format and provide an electronic copy to the MUNICIPALITY.
- (4) The CONSULTANT shall field locate and temporarily mark the new right of way boundaries in a manner which will facilitate the appraisal of all affected parcels.
- (6) The CONSULTANT shall provide on the Right-of-Way Plat, point numbers for all new right-of-way points to be monumented and all existing right-of-way points. Point numbers should correspond to data as submitted in Section H SURVEYS (5).
- (7) The CONSULTANT will be responsible for all changes to the plat sheets and legal descriptions until the Real Estate Certification is completed. Changes on the R/W plat that occur following the initial relocation order (excluding hardship or protective purchase) are to be anticipated and are part of this contract.
- (8) Up to four 60 year title report searches and forty-two title-forward letter reports shall be made of the properties or premises through which the Right of Way for the PROJECT is to be acquired.

N. TRAFFIC

- (1) The CONSULTANT shall collect 16 hour turning movement traffic counts at the following intersection locations:

- a. Intersection of North Avenue and 15th Street.
- b. Intersection of North Avenue and 21st Street.

Note – Traffic counts will be collected while local schools are in session.

- (2) The CONSULTANT shall prepare and submit a traffic forecast request (form DT1601) to the DEPARTMENT along with the intersection turning movement counts. The traffic forecast will be provided by the DEPARTMENT.

O. SERVICES PROVIDED BY THE DEPARTMENT

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

1. Traffic Projections for the project.

P. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Current list of property owners and mailing addresses.
2. Location for public involvement meeting(s).
3. The MUNICIPALITY mail out the meeting notices to the property owners.

Q. PROSECUTION AND PROGRESS

- (1) The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with WisDOT internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current WisDOT standards (Microsoft Project), or on paper.
- (2) The PROJECT will be administered for the DEPARTMENT by JT Engineering, INC. the NE Region Local Program Management Consultant (MC). Correspondence and all submittals, including invoices, progress reports, and updated schedules must be submitted to:

JT Engineering, Inc. Attn: Rich Glen, PE
richglen@jt-engineering.com
1077 Centennial Centre Blvd
Hobart, WI 54155
920.468-4771
FAX 920.468-7135

- (3) The CONSULTANT proposes to sublet services to:
 - (a) Historical aerial photographs and Database Report for Phase 1 Hazmat Report sublet to Environmental Data Resources.
 - (b) Title report searches sublet to Classic Title Services.
 - (c) Soils and subsurface investigations sublet to River Valley Testing.
- (4) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by July 1, 2015.

DESCRIPTION	DATE
OPM/Design Kickoff	8-15-15
Initial Project Review	7-15-15
30% Plan, Estimate & Road Builder's Quantities Submittal	2-1-16
Public Information Meeting	3-1-16
TRANS 75 submittal	9-1-15

DESCRIPTION	DATE
Environmental Document Submittal	4-1-16
60% Plan, Estimate & Road Builder's Quantities Submittal	2-1-17
Soils Report Submittal	11-1-15
Pavement Design Report Submittal	1-15-16
Traffic Study Report (Warrant Analysis for 15 th Street and 21 st Street	11-15-15
Traffic Management Plan Submittal	11-1-16
Design Study Report Submittal	12-1-16
Slope Intercepts & Preliminary Plat	2-1-17
Right-Of-Way Plat(s)	2-1-17
Right-Of-Way Descriptions	2-1-17
Approved Relocation Order	2-1-17
90% Plan, Estimate & Road Builder's Quantities	2-1-18
Final P.S. & E & Road Builder's Quantities Submittal	8-1-18
Let Date	12-11-18
Preconstruction Conference	5-1-19

- (5) The CONSULTANT shall communicate all substantial (10% or \$100,000, whichever is less) changes of construction cost estimates to the MC.



CLASS	Project Manager - MRS	Engineer		Electrical Engineer - SRM		Engineering Technician - MJA		Administrative Assistant - CAR		Senior Surveyor - DEW		Senior Surveyor & Landscape Architect - DMS		Environmental Technician - SLH		Environmental Scientist - SAB		Surveyor - HPA		Survey Assistant - TML		Total Direct Labor			
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
Avg. Hourly Wage		\$45.67		\$29.06		\$40.46		\$19.47		\$29.88		\$42.88		\$16.38		\$41.52		\$27.78		\$20.60					
Task	Act. Code																								
Survey - General	729		\$0.00	0.0	\$0.00		\$0.00	4.0	\$114.11		\$0.00	13.0	\$385.86		\$0.00		\$0.00	96.0	\$2,667.35	55.0	\$1,133.02	168.0	\$4,300.35		
Preliminary Design - General	741		\$0.00	107.0	\$3,205.64		\$0.00	30.0	\$855.83		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	137.0	\$4,061.47		
Finalize Design Elements	742		\$0.00	135.0	\$4,044.50		\$0.00	12.0	\$342.33		\$0.00	12.0	\$514.60		\$0.00		\$0.00		\$0.00		\$0.00	159.0	\$4,901.43		
Public Involvement	743	24.0	\$1,096.16	40.0	\$1,198.37		\$0.00		\$0.00	8.0	\$155.76		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	72.0	\$2,450.30		
Design - R/W- Plats Development	745		\$0.00	0.0	\$0.00		\$0.00	112.0	\$3,195.09		\$0.00	55.0	\$1,632.49	13.0	\$557.48		\$0.00	10.0	\$277.85	10.0	\$206.00	200.0	\$5,868.92		
Project Devel. - Utilities/Railroads	746	4.0	\$182.69	64.0	\$1,917.39		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	68.0	\$2,100.09		
Project Devel. - Agency (COE & DNR Permits)	767		\$0.00	0.0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0.0	\$0.00		
Meetings	747	48.0	\$2,192.33	69.0	\$2,067.19		\$0.00		\$0.00	10.0	\$194.71		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	127.0	\$4,454.22		
Design - Reports	748	8.0	\$365.39	166.0	\$4,973.23		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	174.0	\$5,338.62		
Hazardous Materials Summary (phase 1)	765		\$0.00	0.0	\$0.00		\$0.00	4.0	\$114.11	10.0	\$194.71		\$0.00		\$0.00		\$0.00	63.0	\$2,615.49		\$0.00	77.0	\$2,924.30		
Environmental Document - General	767	8.0	\$365.39	94.0	\$2,816.17		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	102.0	\$3,181.56		
Wetland Investigation	798		\$0.00	0.0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	19.0	\$349.18	6.0	\$249.09		\$0.00		\$0.00	25.0	\$598.27		
Project Management	771	117.0	\$5,343.80	4.0	\$119.84		\$0.00		\$0.00	22.0	\$428.35		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	143.0	\$5,891.99		
Prelim Design - Geometrics	776		\$0.00	91.0	\$2,726.29		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	91.0	\$2,726.29		
Preliminary Design - Drainage	778		\$0.00	64.0	\$1,917.39		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	64.0	\$1,917.39		
R/W Plats - Updates/Revisions	791		\$0.00	0.0	\$0.00		\$0.00		\$0.00	4.0	\$118.73		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	12.0	\$348.95		
Computer Quantities & Details	786		\$0.00	146.0	\$4,374.05		\$0.00	40.0	\$1,141.10		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	186.0	\$5,515.15		
Street Lighting Plan	785		\$0.00	40.0	\$1,198.37	80.0	\$3,238.37		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	120.0	\$4,436.74		
Traffic Control - TC Plan	788		\$0.00	100.0	\$2,995.92		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100.0	\$2,995.92		
Storm Water	766		\$0.00	0.0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0.0	\$0.00		
Final Design - Drainage	789		\$0.00	78.0	\$2,336.82		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	78.0	\$2,336.82		
PS&E	794	8.0	\$365.39	96.0	\$2,876.09		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	104.0	\$3,241.48		
Post PS&E	790	4.0	\$182.69	8.0	\$239.67		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	12.0	\$422.37		
Subtotal		221.0	\$10,093.85	1302.0	\$39,006.94	80.0	\$3,238.37	210.0	\$5,990.79	50.0	\$973.53	72.0	\$2,137.08	25.0	\$1,072.09	19.0	\$349.18	69.0	\$2,864.58	106.0	\$2,945.20	65.0	\$1,339.03	2219.0	\$70,010.63
Railroad OCR Public Hearing	746	6.0	\$274.04	20.0	\$599.18		\$0.00	10.0	\$285.28	8.0	\$155.76		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	44.0	\$1,314.27		
Scoping Level ICE for 21st St	748	6.0	\$274.04	14.0	\$418.43		\$0.00	4.0	\$114.11		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	24.0	\$807.58		
Alternatives Selection ICE for 15th St.	748	6.0	\$274.04	20.0	\$599.18		\$0.00	14.0	\$399.39		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	40.0	\$1,272.61		
Traffic Signal Plan 21st St.	785	4.0	\$182.69	48.0	\$1,438.04		\$0.00	8.0	\$228.22		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	60.0	\$1,848.96		
Traffic signal Plan 15th St.	785	4.0	\$182.69	52.0	\$1,557.88		\$0.00	4.0	\$114.11		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	60.0	\$1,854.69		
Timing plan & City Coordination 21st St.	785	2.0	\$91.35	10.0	\$299.59		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	12.0	\$390.94		
Timing plan & City Coordination 15th St.	785	2.0	\$91.35	10.0	\$299.59		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	12.0	\$390.94		
Subtotal - if authorized		30.0	\$1,370.21	174.0	\$5,212.91	0.0	\$0.00	40.0	\$1,141.10	8.0	\$155.76	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	252.0	\$7,879.98
Total		251.0	\$11,464.06	1,476.0	\$44,219.84	80.0	\$3,238.37	250.0	\$7,131.89	58.0	\$1,129.29	72.0	\$2,137.08	25.0	\$1,072.09	19.0	\$349.18	69.0	\$2,864.58	106.0	\$2,945.20	65.0	\$1,339.03	2471.0	\$77,890.61



**EXHIBIT A-2 - Project ID. 4996-01-78 Design
Direct Expenses By Item For Design Services**
Prepared For The Wisconsin Department Of Transportation

Item	Unit Amount	Unit Type	Rate	Total Expenses
Mileage	3895.0	Mile	\$0.575	\$2,239.63
Computer - CAD	350.0	hour	\$15.000	\$5,250.00
Photocopy (Black & White)	2000.0	Each	\$0.07	\$140.00
Photocopy (Color)	500.0	Each	\$0.45	\$225.00
Misc. Postage	100.0	Each	\$0.49	\$49.00
Global Positioning System (GPS)	50.0	Hours	\$21.00	\$1,050.00
Survey Lath	100.0	Each	\$0.50	\$50.00
Survey Paint	6.0	Each	\$4.50	\$27.00
Subtotal				\$9,030.63
Mileage (OCR hearing)	145.0	Each	\$0.575	\$83.37
Subtotal - if authorized				\$83.37
Total				\$9,114.00



EXHIBIT A-3 - Project I.D.4996-01-78
Fee Computation Summary By Engineering Task
 Prepared For The Wisconsin Department Of Transportation

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee	Direct Expenses	Total
Survey - General	729	\$4,300.35	\$7,568.61	\$886.95	\$1,900.00	\$14,655.91
Preliminary Design - General	741	\$4,061.47	\$7,148.18	\$837.68	\$2,366.00	\$14,413.32
Finalize Design Elements	742	\$4,901.43	\$8,626.52	\$1,010.92	\$2,366.00	\$16,904.86
Public Information Meetings	743	\$2,450.30	\$4,312.53	\$505.37	\$800.00	\$8,068.20
Design - R/W- Plats Development	745	\$5,868.92	\$10,329.30	\$1,210.46	\$400.00	\$17,808.68
Project Devel. - Utility/Agency	746	\$2,100.09	\$3,696.15	\$433.14		\$6,229.38
Project Devel. - Agency (COE & DNR Permits)	767	\$0.00	\$0.00	\$0.00		\$0.00
Meetings	747	\$4,454.22	\$7,839.43	\$918.68	\$800.00	\$14,012.34
Design - Reports	748	\$5,338.62	\$9,395.98	\$1,101.09	\$368.00	\$16,203.69
Hazardous Materials Summary	765	\$2,924.30	\$5,146.78	\$603.14	\$30.63	\$8,704.85
Environmental Document - General	767	\$3,181.56	\$5,599.54	\$656.20		\$9,437.29
Erosion Control - Wetland Investigation	798	\$598.27	\$1,052.96	\$123.39		\$1,774.62
Project Management	771	\$5,891.99	\$10,369.91	\$1,215.22		\$17,477.13
Prelim Design - Geometrics	776	\$2,726.29	\$4,798.27	\$562.30		\$8,086.86
Preliminary Design - Drainage	778	\$1,917.39	\$3,374.61	\$395.46		\$5,687.46
RW Plats - Updates/Revisions	791	\$346.95	\$610.63	\$71.56		\$1,029.13
Computer Quantities & Details	786	\$5,515.15	\$9,706.67	\$1,137.50		\$16,359.32
Street Lighting Plan	785	\$4,436.74	\$7,808.66	\$915.08		\$13,160.48
Traffic Control & Const. Staging	788	\$2,995.92	\$5,272.83	\$617.91		\$8,886.66
Storm Water	766	\$0.00	\$0.00	\$0.00		\$0.00
Final Design - Drainage	789	\$2,336.82	\$4,112.80	\$481.97		\$6,931.60
PS&E	794	\$3,241.48	\$5,705.00	\$668.55		\$9,615.03
Post PS&E	790	\$422.37	\$743.37	\$87.11		\$1,252.85
Subtotal		\$70,010.63	\$123,218.71	\$14,439.69	\$9,030.63	\$216,699.67
Railroad OCR Public Hearing	746	\$1,314.27	\$2,313.11	\$271.07	\$83.37	\$3,981.81
Scoping Level ICE for 21st St	748	\$807.58	\$1,421.34	\$166.56		\$2,395.49
Alternatives Selection ICE for 15th St.	748	\$1,272.61	\$2,239.80	\$262.48		\$3,774.88
Traffic Signal Plan 21st St.	785	\$1,848.96	\$3,254.17	\$381.35		\$5,484.47
Traffic signal Plan 15th St.	785	\$1,854.69	\$3,264.25	\$382.53		\$5,501.46
Timing plan & City Coordination 21st St.	785	\$390.94	\$688.05	\$80.63		\$1,159.62
Timing plan & City Coordination 15th St.	785	\$390.94	\$688.05	\$80.63		\$1,159.62
Subtotal - if authorized		\$7,879.98	\$13,868.77	\$1,625.25	\$83.37	\$23,457.36
Total		\$77,890.61	\$137,087.48	\$16,064.94	\$9,114.00	\$240,157.03

Company Wide Overhead Rate = 1.7600
 Fixed Fee = 8.25%

Note - Fixed fee calculated using a 1.50 overhead rate.



**EXHIBIT A-4 - Project ID. 4996-01-78 Design
 Consultant Contract Total Fee Computation For Design Services**
 Prepared For The Wisconsin Department Of Transportation

Project I.D.	4657-25-00	4657-25-00 "If authorized"	Total Contract
Design Services			
Number Of Staff Hours	2,219.0	252.0	2,471.0
1. Total Direct Labor	\$70,010.63	\$7,879.98	\$77,890.61
2. Total Indirect Costs	\$123,218.71	\$13,868.77	\$137,087.48
Fixed Fee / Profit	\$14,439.69	\$1,625.25	\$16,064.94
Non-Labor Direct Charges	\$9,030.63	\$83.37	\$9,114.00
Subtotal	\$216,699.66	\$23,457.36	\$240,157.03
Subcontract 1 (Classic Title)	\$3,750.00	\$0.00	\$3,750.00
Subcontract 2 (River Valley Testing)	\$5,520.00	\$0.00	\$5,520.00
Subcontract 3 (Env. Data Resources)	\$390.00	\$0.00	\$390.00
		\$0.00	\$0.00
Subcontract Total	\$9,660.00	\$0.00	\$9,660.00
Contract Total	\$226,359.66	\$23,457.36	\$249,817.03

Company Wide Overhead Rate= 1.76
 Fixed Fee = 8.25%

Note- Fixed Fee calculated using and overhead rate of 1.50



EXHIBIT A-5 - Project I.D.4996-01-78
Consultant Contract Direct Labor Detail
 Prepared For The Wisconsin Department Of Transportation

Classification	Current Rate	Annual Pay Increase Percent	New Pay Rate 2016	New Pay Rate 2017	New Pay Rate 2018	Date of Annual Increase	% Work At Current Rate	% Work At 2016 Rate	% Work At 2017 Rate	% Work At 2018 Rate	Weighted Average Hourly Rate
Project Manager/Engineer - MRS	\$44.64	1.7%	\$45.40	\$46.17	\$46.96	January 1st	25.00%	25.00%	40.00%	10.00%	\$45.67
Engineer	\$29.28	1.7%	\$29.78	\$30.29	\$30.80	January 1st	25.00%	25.00%	40.00%	10.00%	\$29.96
Electrical Engineer - SRM	\$39.97	1.7%	\$40.65	\$41.34	\$42.04	January 1st	25.00%	75.00%	0.00%	0.00%	\$40.48
Engineering Tech - MJA	\$27.93	1.7%	\$28.40	\$28.89	\$29.38	January 1st	25.00%	25.00%	50.00%	0.00%	\$28.53
Admin. Assistant - CAR	\$19.03	1.7%	\$19.35	\$19.68	\$20.02	January 1st	25.00%	25.00%	40.00%	10.00%	\$19.47
Senior Surveyor - DEW	\$29.06	1.7%	\$29.55	\$30.06	\$30.57	January 1st	25.00%	25.00%	50.00%	0.00%	\$29.68
Senior Surveyor - DMS	\$41.81	1.7%	\$42.52	\$43.24	\$43.98	January 1st	10.00%	30.00%	60.00%	0.00%	\$42.88
Engineering Tech - SLH	\$18.30	1.7%	\$18.61	\$18.93	\$19.25	January 1st	75.00%	25.00%	0.00%	0.00%	\$18.38
Env. Scientist - SAB	\$41.34	1.7%	\$42.04	\$42.76	\$43.48	January 1st	75.00%	25.00%	0.00%	0.00%	\$41.52
Surveyor - HPA	\$27.69	1.7%	\$28.16	\$28.64	\$29.13	January 1st	90.00%	0.00%	10.00%	0.00%	\$27.78
Surveyor assistant - TML	\$20.53	1.7%	\$20.88	\$21.23	\$21.59	January 1st	90.00%	0.00%	10.00%	0.00%	\$20.60

Project Staff

-
- Mike Simon (MRS) = project manager, reports, QC
 - Corey Schuh(CRS) = engineer
 - Ryan Kubat (RLK) = engineering
 - Scott Mahnke (SRM) = electrical engineer
 - Carl Sutter (CCS) = Engineer
 - Cindy Rowland (CAR) = Admin. Assistant
 - Marty Abing (MJA) = Engineering Technician
 - Doug Woelz (DEW) = Senior Surveyor
 - Dave Schmalz (DMS) = Senior Surveyor/landscape architect
 - Stacy Henk (SLH) = Engineering Technician
 - Stuart Boerst (SAB) = Wetlands & Hazardous Materials
 - Howard Anderson (HPA) = Survey crew chief
 - Tracy Last (TML) = Surveyor Assistant



**EXHIBIT A-6 - Project ID. 4996-01-78 Design
Direct Expenses By Item For Design Services**
Prepared For The Wisconsin Department Of Transportation

Classification: Engineer

Employee Name	Current Rate [b]	Percent Contributed [c]	[b*c]
Corey Schuh	\$32.43	59.00%	\$19.13
Ryan Kubat	\$23.18	38.00%	\$8.81
Carl Sutter	\$44.64	3.00%	\$1.34
Total		100.00%	\$29.28



May 5, 2015

Mr. Mike Simon
McMahon
MSimon@mcmgrp.com

Subj: REVISED Proposal for Subsurface Exploration Program
Proposed North Avenue Reconstruction
North 15th Street to Calumet Drive
Sheboygan, Wisconsin

Mr. Simon:

In accordance with your Request for Proposals dated April 10, 2015, River Valley Testing Corp is pleased to submit the following proposal for performance of a subsurface exploration at the site of the above referenced project. This proposal is intended to formalize an outline of our general scope of services and to provide cost information.

PROJECT INFORMATION

It is our understanding the project includes the reconstruction of approximate 3,000 feet of North Avenue that extends from North 15th Street to Calumet Drive in the City of Sheboygan, Wisconsin. We anticipate primary consideration will be to utilize a Portland Cement Concrete pavement section and we understand the reconstruction will also include the installation of traffic signal structures at the 15th Street and 21st Street intersections. We assume no significant utility installation will occur for this project.

Based on published soil maps for the project area, we anticipate encountering a subsurface soil profile that consists of some near surface existing fill overlying primarily lean to fat clay soils to a depth of between 6' to 10' and then a combination of silty sand, silt and/or silty clay soils that extend to the termination depths of the borings. We also anticipate free-draining groundwater could be encountered at a depth of between 6' and 10' below the existing grade.

SCOPE OF SERVICES

Based on our understanding of the project, we recommend seven (7) standard penetration test borings be performed for this exploration. Further, we recommend five (5) of the borings be extended to a maximum depth of 10' for general pavement considerations and two (2) to 25' for a combination of pavement and traffic signal structure considerations.

FEES

It is proposed that the fee for the performance of the above outlined services be determined on a unit price basis. On the basis of the above Scope of Services and the attached Geotechnical Fee Schedule, we estimate the total fee will be approximately as follows:

Task	Units	Quantity	Unit Price	Total
<i>Base Services - Roadway</i>				
Rig Mobilization	Per Trip	1	420.00	420.00
Rig Rental	Per Day	1	75.00	75.00
Boring Layout	Lump Sum	1	250.00	250.00
Drill and Sample	Per Foot	70	12.00	840.00
Abandonment	Per Foot	70	4.00	280.00
Site Delay Allowance	Per Hour	0.5	150.00	75.00
Pavement Patch	Per Boring	7	35.00	245.00
Traffic Control Signs	Per Day	1	75.00	75.00
Arrow Board Rental	Per Day	1	225.00	225.00
Laboratory Testing	Allowance	1	400.00	375.00
Coordination and Report Preparation	Allowance	1	1,550.00	1,530.00
<i>Base Services - Subtotal:</i>				\$ 4,390
<i>Additional Services - Sign Structures</i>				
Drill and Sample	Per Foot	30	12.00	360.00
Abandonment	Per Foot	30	4.00	120.00
Site Delay Allowance	Per Hour	1	150.00	150.00
Laboratory Testing	Allowance	1	100.00	100.00
Supplemental Analysis and Report	Allowance	1	400.00	400.00
<i>Additional Services -Subtotal:</i>				\$ 1,130
Total Estimate:				\$ 5,520.00

The above fees assume the site is accessible with a truck mounted drill rig. In addition, the above fee assumes traffic control will require only signs, cones, and an lighted arrow board.

REMARKS

Should you decide to accept this proposal, please sign one copy of it, complete the attached Geotechnical Project Data Sheet, and return both to us so we may properly establish your file. We look forward to working with you on your project. If you have any questions or need additional information, please contact me at 920/886-1406.

Sincerely,

RIVER VALLEY TESTING CORP.



Alex E. Barker, P.E.
Principal Geotechnical Engineer

ACCEPTANCE:

Client: _____

Signature: _____

Typed Name: _____

Date: _____

AEB/aeb



2015 Geotechnical Fee Schedule

FIELD AND LABORATORY:

Fees

1.	Drill Rig Mobilization	
a.	Truck Rig	\$420.00/mob
b.	ATV Rig	Special Quote
c.	Daily Truck Rental	\$75.00/day
d.	Daily ATV Rental	Special Quote
2.	Drilling and Sampling	
a.	Auger Drilling (no sampling)	\$8.00/foot
b.	0'-20'	\$12.00/foot
c.	20'-40'	\$14.00/foot
d.	40'+	\$18.00/foot
e.	Rock Core Set-up	\$150.00/each
f.	Rock Coring	\$55.00/foot
g.	Added ATV Sampling Fee (for SPT Samples Only)	\$2.00/foot
h.	Hard Drilling Surcharge (N ≥ 50 bpf or drilling with rock bit)	\$8.00/foot
3.	Deck Penetration and Patch	\$150.00/each
4.	Concrete or Asphalt Patching	\$35.00/hole
5.	Boring Abandonment (In Accordance with Wisc. Admin. Code NR112)	\$4.00/foot
6.	Boring Layout and Elevations	\$125.00/hour
7.	Per Diem	\$175.00/day
8.	Access Delay	\$150.00/hour
9.	Water Content and Dry Density	\$24.00/each
10.	Water Content Only (ASTM D2216)	\$10.00/each
11.	Unconfined Compression Test (ASTM D2166)	\$35.00/each
12.	Atterberg Limits Including Plasticity Index (ASTM D4318)	\$55.00/each
13.	Organic Content Test (ASTM D2974)	\$30.00/each
14.	Mechanical Analysis	
a.	Through the #200 Sieve (ASTM C117 and C136)	\$75.00/each
b.	Through the #200 Sieve Only (ASTM C117)	\$40.00/each
15.	Miscellaneous	
a.	Shelby Tube Extrusion	\$24.00/each
b.	Shelby Tubes (If damaged during sampling)	\$18.00/each

EQUIPMENT:

16.	Arrow Board Rental	\$225.00/day
17.	Coring Machine Rental	\$85.00/day
18.	Electricity Generator	\$65.00/day
19.	Bit Wear	\$4.50/inch
20.	Traffic Control Signage	\$75.00/day
21.	Flagman (Per Man)	\$550.00/day
22.	Mileage (not including Drill Rig mileage)	\$0.85/mile
23.	Manual Boring Equipment Rental	
a.	SPT Sampling Equipment	\$100.00/day
b.	Hydraulic Tripod Assembly	\$350.00/day

TECHNICAL STAFF

24.	Clerical	\$36.00/hour
25.	Senior Technician	\$49.00/hour
26.	Two-Man Coring/Manual Boring Crew	\$175.00/hour

PROFESSIONAL SERVICES

27.	Principal Registered Engineer	\$145.00/hour
28.	Senior Registered Engineer	\$128.00/hour
29.	Registered Engineer	\$100.00/hour
30.	Staff Geotechnical Engineer	\$80.00/hour

REMARKS:

The above rates are valid for calendar year 2013 or the duration of the project, whichever is longer. Services not listed on this schedule will be quoted on request. The minimum invoice for services provided during any month is \$25.00. An overtime rate of 1.5 times the standard rate will apply for services performed over 8 hours per day or outside of 7:00 am to 6:00 pm on Monday through Friday, or anytime on Saturday. Personnel rates are portal to portal. A premium rate of 2.0 times the standard rate will apply for services performed on Sundays and holidays. One day advance scheduling is requested for all field testing services; same day scheduling may be subject to additional charges.

River Valley Testing Corp
www.rvtcorp.com

Neenah Green Bay
920.886.1406 920.347.9040

CLASSIC TITLE SERVICES, LLC

601 North Fifth Street
Sheboygan, WI 53081

Phone (920) 783-0318

Fax (920) 783-0203

April 23, 2015

McMahon Engineers
Attn: Douglas E. Woelz, PLS

Dear Mr. Woelz:

The quote for four 60-year Title Report searches is \$150.00 per tax key number and no charge per tax key number for four updates (if required), for a total title report search charge of \$600.00. All required copies (current property deed, property owners' names, tax bill, and easements) are included in said quote.

The quote for forty-two (42) title-forward letter reports is \$75.00 per tax key number for a total letter report charge of \$3,150.00. These searches consist of a record title forward search, showing title vesting, legal description, tax information, mortgage, and other liens or judgments. It does not include any easements of record.

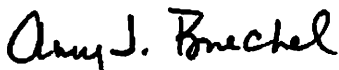
Grand total for the entire project is \$3,750.00. This project would be completed approximately 90 days from receipt of authorization.

This project is for North Avenue from Calumet Drive easterly to North 15th Street in the City of Sheboygan, Sheboygan County, Wisconsin, having a length of approximately 3,000 feet.

Thank you for giving Classic Title Services, LLC the opportunity to work with you again.

Best Regards,

CLASSIC TITLE SERVICES, LLC



Amy J. Buechel
Owner

AJB:abm



EDR Fee Schedule

Prices effective January, 2014

EDR Packages with Lightbox™ (see table on page 3)

Premium Package	\$ 520	
Standard Package	\$ 350	+ \$40 for 2 additional sets of Sanborn maps = \$390 Total
Basic Package	\$ 250	

Scope Specific Addendums (with Package)

NEPACheck Report	\$ 105
Industrial Addendum	\$ 110
Multi Tenant Retail Report (no cov/cov)	\$ 65 / \$ 145

a la Carte Resources

Radius Map w/ GeoCheck	\$ 170
Radius Map w/o GeoCheck	\$ 145
NEPACheck Report	\$ 140
VEC Application (with Package)	\$ 65
VEC Application	\$ 170
Certified Sanborns (no cov/coverage)	\$ 65 / \$ 145
Certified Sanborns with Radius Map	\$ 15 / \$ 95
Additional Certified Sanborn Tiles	\$ 20 2 Req'd
Aerial Photo Decade Package	\$155
Adjoining Sets of Aerial Photos	\$155
City Directory Search (no cov/coverage)	\$65 / \$115
CD Additional Address (Abstract only)	\$25
CD Additional Street (Image only)	\$45
Historical Topographic Maps	\$115
Adjoining Sets of Historical Topos	\$115
EDR Building Permit Report	\$65

Report Authoring & Project Management

PARCEL Phase I ESA	\$ 150
PARCEL PCA	\$ 150
PARCEL FastTrack	\$ 100
PARCEL Canadian Phase I ESA	\$ 150
PARCEL Phase I Update	\$ 85
PARCEL ASTM Transaction Screen	\$ 50 -100
PARCEL FDIC Checklist	\$ 50
PARCEL Database Review	\$ 50

Land Title Reports

Chain of Title (one owner/deed)	\$ 350
COT Additional Owner/Deed	\$ 350
COT Search with Premium Pack	\$ 155
Env Lien & AUL Search Report	\$ 250
Env Lien & AUL Additional Owner	\$ 250
Env Lien & AUL Additional Deed	\$ 50



EDR Fee Schedule

Industrial Reports

AuditCheck Facility Report	\$ 255
AuditCheck Facility Corporate Report	\$ 395
AuditCheck Destination Report	\$ 495
AuditCheck Risk Sharing Report	\$ 495
Site Report	\$ 105
NJ McRaes Industrial Directory Report	\$ 205
Offsite Receptor Report	\$ 395

Rush Charges

Super Rush - Per Product (1-2 days)	\$ 150
Rush - Per Product (2-3 days)	\$ 75

Custom Services, Call For a Quote

Area Study
Corridor Study
GIS Format
Water Wells
Aerial Custom Research
City Directory Custom Research
Historical Topographic Maps Custom Research
Certified Sanborns Custom Research
EDR OnDemand

State-Specific Reports

NJ ISRA Package	\$ 800
GeoCheck Well Report	\$ 245
TX Oil/Gas Report 1/4 Mile	\$ 100
TX Oil/Gas Report 1/2 Mile	\$ 150
TX Oil/Gas Report 1 Mile	\$ 295
TX Oil/Gas Report > 1 Mile	custom
TX Water Well Report 1/4 Mile	\$ 100
TX Water Well Report 1/2 Mile	\$ 150
TX Water Well Report 1 Mile	\$ 295
TX Water Well Report > 1 Mile	custom

EDR Packages

		Radius Map	Basic	Standard	Premium
Data Collection & Analysis					
Lightbox	NEW!	✓	✓	✓	✓
Mobile App	NEW!	✓	✓	✓	✓
DigitalGlobe w/Re-use in Lightbox	NEW!		✓	✓	✓
VEC App				✓ NEW!	✓
Reports & Data					
Radius Map Report		✓	✓	✓	✓
Recovered Govt. Archives (Exclusive)	NEW!	✓	✓	✓	✓
Single File for Historical Reports	NEW!		✓	✓	✓
Certified Sanborn Maps			✓	✓	✓
Historical Aerials				✓	✓
Historical City Directories			✓ Select One	✓	✓
Historical Topos				✓	✓
Property Tax Map Report					✓
Building Permit Report (PDF)					✓
EDR Lien & AUL Report					✓
Free Historical Report Reworks					✓
1-3 Day TAT (except Lien Search)	NEW!				✓

VIII

R. C. No. - 15 - 16. By PUBLIC WORKS. May 18, 2015.

Your Committee to whom was referred Res. No. 11-15-16 by Alderperson Belanger authorizing executing a contract between the City, State, DOT and Donohue & Associates, Inc., for the engineering of the design of Superior Ave. (Taylor Dr. to N. 29th St.); recommends that the Substitute Resolution be passed.

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

4.8

Subs. of Res. No. 11 - 15 - 16. By Alderperson Belanger. May 18, 2015.

A RESOLUTION authorizing the appropriate City Officials to execute a contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and Donohue & Associates, Inc. for the engineering of the design of Superior Avenue (Taylor Drive to N. 29th Street) Project ID 4992-01-72 for the proposed sum of \$167,131.56 of which the Federal share is \$65,562.00 and of which the City of Sheboygan's share is \$101,569.56.

RESOLVED: That the appropriate City Officials execute the contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and Donohue & Associates, Inc. for engineering of the design of Superior Avenue (Taylor Drive to N. 29th Street) Project ID 4992-01-72 for the proposed sum of \$166,655.44 of which the Federal share is \$65,562.00 and of which the City of Sheboygan's share is \$101,085.88.

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

4.8

Res. No. 11 - 15 - 16. By Alderperson Belanger. May 4, 2015.

A RESOLUTION authorizing the appropriate City Officials to execute a contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and Donohue & Associates, Inc. for the engineering of the design of Superior Avenue (Taylor Drive to N. 29th Street) Project ID 4992-01-72 for the proposed sum of \$167,131.56 of which the Federal share is \$65,562.00 and of which the City of Sheboygan's share is \$101,569.56.

RESOLVED: That the appropriate City Officials execute the contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and Donohue & Associates, Inc. for engineering of the design of Superior Avenue (Taylor Drive to N. 29th Street) Project ID 4992-01-72 for the proposed sum of \$167,131.56 of which the Federal share is \$65,562.00 and of which the City of Sheboygan's share is \$101,569.56.

*Pub Wks
Approve Pub.*

DAO

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

THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN

City of Sheboygan (MUNICIPALITY),
State of Wisconsin Department of Transportation (DEPARTMENT),
AND
Donohue & Associates, Inc,

FOR

Project ID 4992-01-72
C Sheboygan, Superior Avenue
N Taylor Drive – N 29th Street
CTH O
Sheboygan County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES CONTRACT between MUNICIPALITY, DEPARTMENT, and CONSULTANT to provide consultant engineering services and will be completed by June 1, 2019.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

Reconstruction including base course, concrete pavement, concrete sidewalks, storm sewer, traffic analysis, temporary and permanent traffic signals, street lighting and signing and marking on Superior Avenue from Taylor Drive to 29th Street.

The MUNICIPALITY and DEPARTMENT deem it advisable to engage CONSULTANT to provide certain engineering services and have authority to contract for these services.

ALL SERVICES

Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be from the:

- DEPARTMENT or
 MUNICIPALITY

AUTHORIZED SERVICES

1. Actual costs to the CONSULTANT up to \$97,166.16 plus a fixed fee of \$7,210.37, not to exceed \$104,276.53 in total.
2. For plat preparation subcontracted to TerraTec Engineering LLC (DBE), the CONSULTANT's actual cost paid to TerraTec Engineering LLC based on TerraTec

Engineering LLC's actual cost up to \$21,508.54 plus a fixed fee of \$1,872 not to exceed \$23,380.54 in total.

3. For traffic analysis, temporary traffic signals plans and permanent traffic signal plans subcontracted to Traffic Analysis & Design, Inc., the CONSULTANT's actual cost paid to Traffic Analysis & Design, Inc. based on Traffic Analysis & Design Inc's actual cost up to \$28,859.70 plus a fixed fee of \$2,965.90 not to exceed \$31,825.60 in total.
4. For subsurface explorations and geotechnical report subcontracted to River Valley Testing Corp., the CONSULTANT's actual cost paid to River Valley Testing Corp. \$3,995.00 based on a lump sum not to exceed.

Compensation for "Authorized Services" shall not exceed \$163,477.67.

IF AUTHORIZED SERVICES

5. For historic investigations subcontracted to Heritage Research LTD, the CONSULTANT's actual cost paid to Heritage Research LTD \$3,177.77 based on a lump sum not to exceed.

Compensation in excess of the total CONTRACT amount of \$166,655.44 shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

The CONSULTANT represents it is in compliance with the laws and regulations relating to the profession of engineering and signifies its willingness to provide the desired engineering services.

The CONSULTANT representative is Timothy J. Moyer, PE, 3311 Weeden Creek Road, Sheboygan, WI 53081, email: tmoyer@donohue-associates.com ; phone: (920) 803-7380.

The LOCAL PROGRAM MANAGEMENT CONSULTANT representative for the DEPARTMENT is Rich Glen, PE of JT Engineering, Inc., 1077 Centennial Centre Blvd, Hobart, WI; email richglen@jt-engineering.com; phone: (920) 468-4771.

The MUNICIPALITY representative is Ryan Sazama, City of Sheboygan Engineer, 2026 New Jersey Avenue, Sheboygan, WI 53081; email: ryan.sazama@sheboyganwilgov ; phone (920) 459-3485.

This CONTRACT incorporates and the parties agree to all of the STANDARD PROVISIONS of the August 2, 2002, THREE PARTY DESIGN ENGINEERING SERVICES BOILERPLATE, Procedure 8-15-1, Exhibit 1.2 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these STANDARD PROVISIONS.

The parties also agree to all of the special provisions which are annexed and made a part of this CONTRACT, consisting of 10 pages.

This CONTRACT also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this CONTRACT expressly excludes a provision thereof or the context of this CONTRACT clearly indicates an entirely different understanding of the parties.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

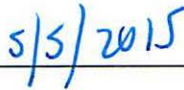
For the CONSULTANT

By: _____



Title: Vice-President

Date: _____



For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

APPROVED

By: _____

GOVERNOR, State of Wisconsin

Date: _____

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

DEFINITIONS

- a. "LPA" means the Local Public Agency responsible for the PROJECT within their jurisdiction in the LOCAL PROGRAM.
- b. "NE or Region or NE Region" means the Wisconsin Department of Transportation's, Northeast Region, located at 944 Vanderperren Way, Green Bay, WI 54304.
- c. "CO" means the DEPARTMENT'S Central Office located in Madison, WI.
- d. "DC" or "CONSULTANT" means the consultant retained by the LPA and the DEPARTMENT to provide engineering services for a PROJECT in the LOCAL PROGRAM.
- e. "Design Contract" means a contract for engineering services for the PROJECT design.
- f. "MC" or "MANAGEMENT CONSULTANT" means the CONSULTANT providing project management services who is retained by the Northeast REGION and represents the DEPARTMENT.
- g. "DRC" means the NE REGION'S railroad coordinator.
- h. "BRH" means the DEPARTMENT'S Bureau of Rails and Harbors.
- i. "OCR" Office of Commissioner of Railroads.
- j. "CDR" Concept Definition Report
- k. "AGENCY" means any and all necessary governmental agencies required for coordination as follows (but not limited to): Division of Infrastructure Development, DEPARTMENT of Natural Resources, Federal Highway Administration, U.S. Army Corp of Engineers.

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Encroachment Report

The CONSULTANT shall prepare an encroachment report as directed by the MUNICIPALITY. Three copies of the request shall be submitted to the MUNICIPALITY for approval.

(2) Other Reports:

The CONSULTANT shall prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- a. Traffic Management Plan (TMP)
- b. Trans 75 Complete Street Compliance Check Sheet and applicable Exception Sheet(s)
- c. Stormwater Report and/or Stormwater Report spreadsheet
- d. Traffic Study Report
- e. Proprietary Product Justification

B. ENVIRONMENTAL DOCUMENTATION

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare an ER Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and DEPARTMENT for approval.

If review of the environmental document by the MUNICIPALITY, DEPARTMENT, and FHWA indicates that changes to this document are necessary, all such changes shall be made by the CONSULTANT.

In preparing environmental documentation, CONSULTANT shall consider and evaluate as alternatives to the PROJECT other reasonable actions or activities that may achieve the same or similar purpose of a highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. CONSULTANT shall evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state and national environmental goals. CONSULTANT shall prepare environmental documents that are concise, clear, and to the point and emphasize real environmental issues and alternatives. CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

- (1) Historical and Archaeological Surveys and Studies:
- (a) The CONSULTANT shall submit the PROJECT for approval on the BOE screening list.
 - (b) The CONSULTANT shall identify the Area of Potential Effect for the PROJECT. The CONSULTANT shall conduct a reconnaissance survey following the procedures specified in the MANUAL. It is anticipated that the project will be on the screening lists for archaeological resources. Upon completion of the archaeological and historical reconnaissance and evaluation studies, the results of the survey shall be submitted to the Region Project Manager. If required for historical/architectural reconnaissance surveys, the CONSULTANT shall consult with SHPO, the historian and the Project Manager concerning recommendations.
 - (c) The CONSULTANT shall prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" as specified in the MANUAL. The CONSULTANT shall document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".
 - (d) The CONSULTANT shall conduct further study(ies), as specified in the MANUAL, to document the eligibility of site(s) for inclusion in the National Register of Historic Places.
 - (e) The CONSULTANT shall prepare a Determination of Eligibility, for each property that is recommended for consideration as eligible for inclusion in the National Register of Historic Places. CONSULTANT'S, preparing a Determination of Eligibility for a historic property shall prepare a Determination of Eligibility Form HP-02-10(06/01/94). The CONSULTANT preparing a Determination of Eligibility for archaeological sites may use the National Register Form NPS 10-900 or Form HP-02-10.
 - (f) The CONSULTANT shall prepare documentation for the determination of effects (No Effect, No Adverse Effects, Adverse Effects) as is appropriate. The document to be used when the PROJECT will have an Adverse Effect on historical/archaeological properties or an Adverse Effect or No Adverse Effect on archaeological properties on or eligible for the National Register is Documentation for Consultation. The CONSULTANT shall prepare the Documentation for Consultation in accordance with the MANUAL and in consultation with the FHWA, SHPO, and BOE. When appropriate, Native Americans will also be included in the consultation process. For Archaeological properties the CONSULTANT shall prepare a Data Recovery Plan as part of the Documentation for Consultation. The CONSULTANT shall prepare a Memorandum of Agreement as specified in the MANUAL. In consultation with the FHWA, SHPO and the BOE.

- (2) Hazardous Materials/Contamination Assessments
 - (a) The CONSULTANT shall conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.
 - (b) When Phase I indicates further work is needed, the CONSULTANT shall consult with the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies.
 - (c) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/Contamination Assessments services performed by the CONSULTANT under this CONTRACT.
- (3) Native American Coordination
 - (a) The CONSULTANT shall prepare the notification letter and submit to WisDOT for review and approval. The letters will be mailed out by the CONSULTANT.

C. AGENCY COORDINATION

- (1) Section 401 and 402 Certifications:

The CONSULTANT shall evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary application. The CONSULTANT shall request for and obtain a 401 Water Quality Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be completed prior to the final PS&E submittal.

D. UTILITY INVOLVEMENTS

- (1) Utility Negotiations/Agreements

The CONSULTANT shall prepare statements, exhibits and documentation for and present testimony at proceedings before the Public Service Commission or such other forum as may be designated by the MUNICIPALITY.

- (a) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non TRANS 220 projects, however the CONSULTANT shall maintain a utility log and provide updates to the MC at notification, 30%, 60%, and 90% PROJECT stages.
- (b) CONSULTANT shall transmit final utility-related documents to the MC, as DEPARTMENT's representative, a minimum of 30 days prior to the final PS&E submittal date. This submittal includes the following information:

- i. USR signed and dated by CONSULTANT.
- ii. Utility-related special provisions.
- iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
- iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
- v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
- vi. Approved Work Plans by LPA.

E. PUBLIC INVOLVEMENT

(1) Informational Meetings:

- (a) The CONSULTANT shall conduct 2 informational meetings to acquaint the public with the concepts and probable impacts of this PROJECT.
- (b) The CONSULTANT shall prepare all exhibits, prepare and send all mailings and documentary handout material and provide the equipment necessary to conduct the public informational meetings.
- (c) The CONSULTANT shall prepare a summary report after the public information meetings.
- (d) The CONSULTANT shall consult with the MUNICIPALITY after the public informational meetings to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.
- (e) The CONSULTANT shall make all the necessary arrangements for scheduling the meetings and provide notices and press releases for the MUNICIPALITY'S use.
- (f) The CONSULTANT shall provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
- (g) The CONSULTANT shall coordinate meeting schedules with the MUNICIPALITY'S representative.

F. MEETINGS

- (1) The CONSULTANT shall attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) A 30% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT's representative, shall be held as directed by the MC.

- (3) A 60% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC shall be held as directed by the MC, as DEPARTMENT's representative.
- (4) A 90% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT's representative, shall be held 60 days ahead of the P.S. & E. submittal date as directed by the MC, as DEPARTMENT's representative.
- (5) A Final Plan Review Meeting with the MUNICIPALITY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date.
- (6) The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- (7) Three meetings shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.
- (8) The CONSULTANT shall conduct one coordination meetings with utilities having facilities on the PROJECT.
- (9) The CONSULTANT shall conduct up to three project coordination meetings with stakeholders in the project area including local business, first responders and St. Nicholas Hospital.

G. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) The CONSULTANT shall perform three 10-foot borings and one 15-foot boring of the existing pavement structure, including base courses, in order to determine quantities and qualities of materials available for project needs. The location of the borings shall be determined by the CONSULTANT in consideration of the utility locations.
- (2) The CONSULTANT shall perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.
- (3) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section - Drilled Borehole and Monitoring Well Abandonment Procedures". Spoil material from boring samples shall be disposed of such that the surrounding environment is not adversely impacted, including any nearby streams.

H. ROAD PLANS

Section II.I. (2) in the Standard Provision of the CONTRACT is amended to include the following plans:

- (l). Marking and Signing Plan
- (m). Temporary Traffic Signal Plans
- (n). Traffic Signal Plans
- (o). Lighting Plans
- (p). Construction staging plans (include earthwork quantities for each stage)
- (q). Storm Sewer Plan
- (r). Project Overview - Single Sheet Schematic Drawing
- (s). Intersection Details
- (t). Detour Plan

The CONSULTANT shall submit 30%, 60%, and 90% plans to the MC for review and comment.

I. PLATS

- (1) The CONSULTANT shall prepare Right-of-Way Plats as defined in the MANUAL.
- (2) A right of way descriptions shall be provided for all individual parcels of land to be acquired as Right of Way for the PROJECT. An individual legal description shall be provided for each parcel, or an envelope description that does not cover more than one page of the plat. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the descriptions shall be referenced to and tied into the pertinent section or quarter section corners. The CONSULTANT shall submit the legal descriptions on a hard copy and as an electronic e-mail file to the MANAGEMENT CONSULTANT.
- (3) The CONSULTANT shall prepare the descriptions in line item format and provide an electronic copy to the MUNICIPALITY.
- (4) The CONSULTANT shall field locate and temporarily mark the new right of way boundaries in a manner which will facilitate the appraisal of all affected parcels one time.
- (5) The CONSULTANT shall monument the new right of way boundaries in accordance with the procedures outlined in the MANUAL.
- (6) The CONSULTANT shall provide on the Right-of-Way Plat, point numbers for all new right-of-way points to be monumented and all existing right-of-way points. Point numbers should correspond to data as submitted in Section H SURVEYS (6).
- (7) The CONSULTANT will be responsible for all changes to the plat sheets and legal descriptions until the Real Estate Certification is completed. Changes on the R/W plat that occur following the initial relocation order (excluding hardship or protective purchase) are to be anticipated and are part of this contract.

- (8) For CONSULTANT design contracts having real estate acquisition: The CONSULTANT shall supply the MUNICIPALITY with two half size sets of plan/profile and cross sections, including r/w plat if developed as part of this contract, for the MUNICIPALITY'S use in real estate acquisition at the time required in the project schedule. Revised half size sheets shall be supplied to the MUNICIPALITY as such revisions are made throughout the acquisition process.
- (9) Up to 14 title searches and 14 title search updates shall be made of the titles to properties or premises through which the Right of Way for the PROJECT is to be acquired.

J. TRAFFIC

- (1) The CONSULTANT shall analyze the Superior Avenue roadway segment from North Taylor Drive to North 29th Street and will include the study area intersection of Superior Avenue with North Taylor Drive.

(2) Data Collection

- a. Weekday traffic turning movement counts (6-9 AM and 3-6 PM) at the Superior Avenue intersection with North Taylor Drive
- b. Collect (average-day, 24 hour, etc) traffic counts east of Taylor Drive and west of 29th Street for an ADT roadway analysis and also to serve as a "factor" to factor up all the turning movement counts for the ADT corridor traffic analysis.
- c. Compile traffic count data and determine the weekday AM and PM peak hours and for the 24-hour weekday hours. Submit data to WisDOT for development of the design year base traffic projection based on historical traffic growth.

(3) Traffic Analysis

- a. Analyze the Superior Avenue intersection with North Taylor Drive as required by WisDOT/FHWA approval for funding for the typical weekday AM and PM peak hours for the existing conditions, design year build conditions without improvements, and design year building conditions with improvements.
- b. Conduct a crash analysis within the study area limits for the last 5-years of available data.
- c. Provide a "DRAFT" Traffic Study Report documenting the findings of the analysis. Report will include text, tables and exhibits. A "FINAL" Traffic Study Report will be submitted to WisDOT and FHWA after incorporation of MUNICIPALITY comments.

K. SERVICES PROVIDED BY THE DEPARTMENT

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

1. Traffic Projections for the project.

L. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Field survey including topographic features, utilities and DTM.
2. Orthographic photography of the project area
3. Crash Reports for the last available 5 years of the project area.
4. Property owner mailing list for invitations to the public information meetings.
5. Record drawings for sanitary sewer, storm sewer, water main, street lighting and traffic signals.
6. Specifications for proprietary items including traffic signals, streetlighting, inlets, castings, detectable warning fields and any other non-standard items to include in the plan to conform to MUNICIPALITY preferences. Specifications shall include information from the suppliers for estimating purposes.

M. PROSECUTION AND PROGRESS

- (1) The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with WisDOT internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current WisDOT standards (Microsoft Project), or on paper.

- (2) The PROJECT will be administered for the DEPARTMENT by JT Engineering, INC. the NE Region Local Program Management Consultant (MC). Correspondence and all submittals, including invoices, progress reports, and updated schedules must be submitted to:

JT Engineering, Inc. Attn: Rich Glen, PE
richglen@jt-engineer.com
1077 Centennial Centre Blvd
Hobart, WI 54155
920.468-4771
FAX 920.468-7135

- (3) The CONSULTANT proposes to sublet services to TerraTec Engineering, LLC (plat), to Traffic Analysis & Design, Inc, (traffic analysis, temporary signals and permanent signals), to River Valley Testing Corp (geotechnical exploration and report) and "if-authorized" to Heritage Research LTD (historic investigations).

- (4) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by July 1, 2015.

	(Date)
OPM	July 2015
Field Survey / Soils Investigations	July / August 2015
Geotechnical Report	September 2015
Traffic Analysis Report	September 2015
TRANS 75 Submittal	October 2015
Pavement Design Report	October 2015
HazMat Report	October 2015
PIM No. 1	October 2015
Section 106 Submittal	December 2015
Initial Utility Submittal	January 2015
30% Plan, Estimate & RBC Quantities Submittal	March 2016
Approved ER	July 2016
60% Plan, Estimate & RBC Quantities Submittal	November 2016
Approved DSR and TMP	January 2017
Slope Intercepts & Preliminary Plat	February 2017
Final Utility Submittal	March 2017
Right-Of-Way Plat	April 2017
Right-Of-Way Descriptions	April 2017
Approved Relocation Order	April 2017
PIM No. 2	April 2017
Drainage Report	September 2017
90% Plan, Estimate & RBC Quantities Submittal	August 2018
Final P.S. & E & RBC Quantities Submittal	November 1, 2018
Let Date	March 12, 2019

- (5) The CONSULTANT shall communicate all substantial (10% or \$100,000, whichever is less) changes of construction cost estimates to the MC.

Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID: 4996-01-72

Classification		Project Manager		Senior Engineer		Electrical Engineer		Staff Engineer		Clerical			
Avg. Hourly Wage		\$52.41		\$53.74		\$38.57		\$36.34		\$17.33		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Project Dev.-Admin/Coordination	740	48	\$2,515.68		\$0.00		\$0.00		\$0.00		\$0.00	48	\$2,515.68
Proj. Dev.-Utilities/Agency	746	8	\$419.28	8	\$429.92		\$0.00	40	\$1,453.60	4	\$69.32	60	\$2,372.12
Proj. Dev.-(13 Meetings)	747	10	\$524.10		\$0.00		\$0.00	8	\$290.72		\$0.00	18	\$814.82
Public Involvement	743	5	\$262.05		\$0.00		\$0.00	32	\$1,162.88	8	\$138.64	45	\$1,563.57
Prelim-Design-General	741	8	\$419.28	4	\$214.96		\$0.00	188	\$6,831.92		\$0.00	200	\$7,466.16
Design Reports	748	4	\$209.64		\$0.00		\$0.00	148	\$5,378.32		\$0.00	152	\$5,587.96
Enviro Imp-Enviro Doc.	767	2	\$104.82	20	\$1,074.80		\$0.00	24	\$872.16	8	\$138.64	54	\$2,190.42
Environmental Investigations	765		\$0.00	16	\$859.84		\$0.00	8	\$290.72		\$0.00	24	\$1,150.56
Final Roadway Design	742	4	\$209.64		\$0.00	60	\$2,314.20	208	\$7,558.72		\$0.00	272	\$10,082.56
PS&E Documents	794	6	\$314.46		\$0.00		\$0.00	52	\$1,889.68	6	\$103.98	64	\$2,308.12
TOTAL:		95	\$4,978.95	48	\$2,579.52	60	\$2,314.20	708	\$25,728.72	26	\$450.58	937	\$36,051.97

Consultant Direct Labor Rates

Project ID: 4996-01-72

Employee Name(a)	Classification(b)	Current Rate	% Work at Current Rate	Date of Increase	% Pay Increase	2016 Pay Rate	% Work at 2016 Rate	2017 Pay Rate	% Work at 2017 Rate	2018 Pay Rate	% Work at 2018 Rate	Weighted Average Hourly Rate(i)
T. Moyer	Project Manager	\$50.96	15.00%	07/01/16	1.70%	\$51.83	30.00%	\$52.71	30.00%	\$53.61	25.00%	\$52.41
(Weighted)	Senior Engineer	\$52.26	15.00%	07/01/16	1.70%	\$53.15	30.00%	\$54.05	30.00%	\$54.97	25.00%	\$53.74
M. Siporski	Electrical Engineer	\$37.50	15.00%	07/01/16	1.70%	\$38.14	30.00%	\$38.79	30.00%	\$39.45	25.00%	\$38.57
(weighted)	Staff Engineer	\$35.34	15.00%	07/01/16	1.70%	\$35.94	30.00%	\$36.55	30.00%	\$37.17	25.00%	\$36.34
Treft	Clerical	\$16.85	15.00%	07/01/16	1.70%	\$17.14	30.00%	\$17.43	30.00%	\$17.73	25.00%	\$17.33

Contract Completion Date: 06/01/19

August 1, 2018 - Draft PS&E Date
 November 1, 2018 - Final PS&E Date
 March 12, 2019 - Let Date

Consultant Weighted Average Direct Labor Rates

Project ID: 4996-01-72

Classification: Senior Engineer

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
T. Kuehlmann	\$50.18	50.00%	\$25.09
S. Kimmer	\$54.33	50.00%	\$27.17
			\$0.00
TOTAL		100.00%	\$52.26

Classification: Staff Engineer

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
K. Jump	\$34.52	50.00%	\$17.26
J. Holzwart	\$36.15	50.00%	\$18.08
			\$0.00
TOTAL		100.00%	\$35.34

Direct Expenses by Item

Project ID:

4996-01-72

Item	Unit Amount	Unit Type	Rate	Total Expenses
				\$0.00
PIM exhibits	2	Sets	\$65.00	\$130.00
Copies	500	Each	\$0.06	\$30.00
Color Copies	125	Each	\$0.30	\$37.50
Phae 1 HazMat Database Search Environmental Data Resources	1	Each	\$500.00	\$500.00
Postage	100	Each	\$0.45	\$45.00
				\$0.00
TOTAL				\$742.50

Fee Computation Summary by Engineering Task

PROJECT TOTAL

Project ID: 4996-01-72

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee/Profit	Direct Expenses	Total
Project Dev.-Admin/Coordination	740	\$2,515.68	\$4,205.71	\$503.14		\$7,224.53
Proj. Dev-Utilities/Agency	746	\$2,372.12	\$3,965.71	\$474.42		\$6,812.25
Proj. Dev-(13 Meetings)	747	\$814.82	\$1,362.22	\$162.96		\$2,340.00
Public Involvement	743	\$1,563.57	\$2,613.98	\$312.71	\$175.00	\$4,665.26
Prelim-Design-General	741	\$7,466.16	\$12,481.93	\$1,493.23		\$21,441.32
Design Reports	748	\$5,587.96	\$9,341.95	\$1,117.59	\$67.50	\$16,115.00
Enviro Imp-Enviro Doc.	767	\$2,190.42	\$3,661.94	\$438.08		\$6,290.44
Environmental Investigations	765	\$1,150.56	\$1,923.51	\$230.11	\$500.00	\$3,804.18
Final Roadway Design	742	\$10,082.56	\$16,856.02	\$2,016.51		\$28,955.09
PS&E Documents	794	\$2,308.12	\$3,858.72	\$461.62		\$6,628.46
TOTAL:		\$36,051.97	\$60,271.69	\$7,210.37	\$742.50	\$104,276.53

* Fixed Fee calculated using an overhead rate of 1.50.

Negotiated Overhead Rate: 1.6718

Fixed Fee: 8.0

Consultant Contract Total Fee Computation

Project ID: 4996-01-72

Project ID	4996-01-72				Total for Contract
Number of Staff Hours	937				937
Total Direct Labor	\$36,051.97				\$36,051.97
Total Overhead Costs	\$60,271.69				\$60,271.69
Fixed Fee/Profit	\$7,210.37				\$7,210.37
Direct Expenses	\$742.50				\$742.50
Subtotal	\$104,276.53	\$0.00	\$0.00	\$0.00	\$104,276.53
TADI (Traffic Analysis and Signal Design)	\$31,825.60				\$31,825.60
TerraTec (Plat)	\$23,380.54				\$23,380.54
River Valley Testing (Geotechnical Investigations)	\$3,995.00				\$3,995.00
Heritage (if authorized)	\$3,177.77				\$3,177.77
Subcontract Subtotal	\$62,378.91	\$0.00	\$0.00	\$0.00	\$62,378.91
TOTAL COST	\$166,655.44	\$0.00	\$0.00	\$0.00	\$166,655.44

* Fixed Fee calculated using an overhead rate of 1.50.

Negotiated Overhead Rate: 1.6718

Fixed Fee: 8.0



W67 N222 Evergreen Blvd., Suite 205
Cedarburg, Wisconsin 53012
Tel.: 262.377.9905
Fax: 262.375.1958

May 5, 2015

Mr. Timothy Moyer, P.E.
Donohue & Associates, Inc.
3311 Weeden Creek Road
Sheboygan, WI 53081

Re: WisDOT Project ID 4996-01-72
C Sheboygan, Superior Avenue
N Taylor Drive – N 29th Street
CTH O
Sheboygan County, Wisconsin

Dear Mr. Moyer:

TerraTec Engineering, LLC (TerraTec) is pleased to provide this surveying services proposal to Donohue & Associates, Inc. (Donohue) for the above referenced project. The project task is to prepare a Wisconsin Department of Transportation (WisDOT) Right-of-Way Plat for design in the City of Sheboygan, Sheboygan County, Wisconsin.

TerraTec proposes to complete the right-of-way services for an actual cost of **\$21,508.54** plus a fixed fee of **\$1,872.00** not to exceed **\$23,380.54** total. The cost will be effective if this proposal is accepted by Donohue & Associates within 60 days of the date of this proposal. Proposed changes, if any, to the scope of work following commencement of TerraTec services will be discussed with you and amendments made to the original work scope and fee.

Please indicate your acceptance of this proposal by having an authorized representative of your firm execute one copy and return it to TerraTec's office. Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to TerraTec Engineering, LLC. upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, should you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so at your convenience

CLOSING

If you have any comments/questions, please call me at (262) 377-9905.

Sincerely,
TerraTec Engineering, LLC.

Linda K. Johnson
Principal

Attachment: WisDOT Worksheet

Consultant Individual Direct Labor Rates -TerraTec

Project ID:

4996-01-72

Superior Ave. Sheboygan, WI

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate(e)	Date of Increase(f)	% Work at Current Rate(g)	% Work at Increased Rate(h)	Weighted Average Hourly Rate(i)
Linda Johnson	Project Manager/Engineer	\$60.00	0.00%	\$60.00		100.00%	0.00%	\$60.00
Bob Schmalzer	Surveyor/ RLS	\$60.00	0.00%	\$60.00		100.00%	0.00%	\$60.00

Contract Completion Date: 6/1/2019

Summary of Staff Hours and Direct Labor Costs - TerraTec

PROJECT TOTAL

Project ID: **4996-01-72** **Superior Ave. Sheboygan, WI**

Classification		Project Manager/Engineer		Surveyor/ RLS											
Avg. Hourly Wage		\$60.00		\$60.00		\$0.00		\$0.00		\$0.00		\$0.00		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Administration	740	8	\$480.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$480.00
Plat Preparation	787	0	\$0.00	148	\$8,880.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	148	\$8,880.00
TOTAL:		8	\$480.00	148	\$8,880.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	156	\$9,360.00

Fee Computation Summary by Engineering Task - TerraTec

PROJECT TOTAL

Project ID:

4996-01-72

Superior Ave. Sheboygan, WI

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee/Profit*	Direct Expenses	Total
Administration	740	\$480.00	\$326.98	\$96.00	\$0.00	\$902.98
Survey	729	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Plat Preparation	787	\$8,880.00	\$6,049.06	\$1,776.00	\$5,772.50	\$22,477.56
TOTAL:		\$9,360.00	\$6,376.04	\$1,872.00	\$5,772.50	\$23,380.54

* Fixed Fee calculated using an overhead rate of 1.50.

Negotiated Overhead Rate:

0.6812

Percent Profit:

8.00%

Direct Expenses by Item - TerraTec

Project ID:

4996-01-72

Superior Ave. Sheboygan, WI

Item	Unit Amount	Unit Type	Rate	Total Expenses
R/O/W_ Mileage - Company Truck	300	miles	\$0.575	\$172.50
R/O/W_ Title Search	14	Search	\$250.000	\$3,500.00
R/O/W_ Title Search Update	14	Search	\$150.00	\$2,100.00
TOTAL				\$5,772.50

Consultant Contract Total Fee Computation - TerraTec

Superior Ave. Sheboygan, WI

Project ID	4996-01-72				Total for Contract
Number of Staff Hours	156				156
Total Direct Labor	\$9,360.00				\$9,360.00
Total Overhead Costs	\$6,376.04				\$6,376.04
Fixed Fee/Profit*	\$1,872.00				\$1,872.00
Direct Expenses	\$5,772.50				\$5,772.50
Subtotal	\$23,380.54	\$0.00	\$0.00	\$0.00	\$23,380.54
TOTAL COST (Rows 5-8, Subs):	\$23,380.54	\$0.00	\$0.00	\$0.00	\$23,380.54

Negotiated Overhead Rate: 0.6812

Percent Profit: 8.00%



PROVIDING TRAFFIC ENGINEERING SOLUTIONS

May 5, 2015

Mr. Tim Moyer, PE
Donohue & Associates, Inc.
3311 Weeden Creek Road
Sheboygan, WI 53081

Re: Project I.D. 4996-01-72
C Sheboygan, Superior Avenue
N Taylor Drive - N 29th Street
CTH O
Sheboygan County

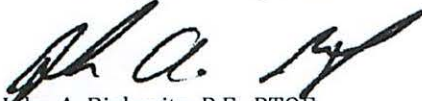
Dear Mr. Moyer,

Traffic Analysis & Design, Inc. is pleased to provide this contract to you for traffic engineering services associated with the reconstruction of Superior Avenue from Taylor Drive to 29th Street in Sheboygan County, Wisconsin. Traffic Analysis & Design, Inc. will conduct the following elements: Data Collection, Traffic Analysis, Preliminary Crash Analysis, Traffic Report, Temporary Signal Design, Permanent Signal Modification Design, and correspondence (no meetings).

The work described above will be performed based on actual cost of Twenty-Eight Thousand Eight Hundred Fifty-Nine Dollars and Seventy Cents (\$28,859.70), plus a fixed fee of Two Thousand Nine Hundred Sixty-Five Dollars and Ninety Cents (\$2,965.90), resulting in a total fee of Thirty-One Thousand Eight Hundred Twenty-Five Dollars and Sixty Cents (\$31,825.60).

Please call me if you have any questions regarding the scope and fee. We are thankful for the opportunity to work with Donohue & Associates, Inc. We are looking forward to working with you on this and other successful projects.

Very Truly Yours,
Traffic Analysis & Design, Inc.



John A. Bieberitz, P.E., PTOE
President/Project Manager

Consultant Direct Labor Rates

Project ID: 4996-01-72

C Sheboygan, Superior Avenue
N Taylor Drive - N 29th Street
CTH O
Sheboygan County

Employee Name(a)	Classification(b)	Current Rate(c)	Hourly Rate
John Bieberitz	Project Manager	\$57.00	\$57.00
John Campbell	Safety Engineer	\$42.00	\$42.00
Donald Lee	Traffic Engineer II	\$48.00	\$48.00
Michael May	Traffic Engineer I	\$42.50	\$42.50
Jeffrey Fait	Traffic Signal Engineer	\$48.50	\$48.50
Inge Adams	Traffic Technician	\$25.50	\$25.50

Contract Completion Date: 6/1/2019

Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID: 4996-01-72
 C Sheboygan, Superior Avenue
 N Taylor Drive - N 29th Street
 CTH O
 Sheboygan County

Classification		Project Manager		Safety Engineer		Traffic Engineer II		Traffic Engineer I		Traffic Signal Engineer		Traffic Technician		Total Direct Labor	
Avg. Hourly Wage		\$57.00		\$42.00		\$48.00		\$42.50		\$48.50		\$25.50			
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Task 1 - Data Collection	785	2	\$114.00	2	\$84.00	1	\$48.00	18	\$765.00	0	\$0.00	27	\$688.50	50	\$1,699.50
Task 2 - Traffic Analysis	785	1	\$57.00	10	\$420.00	9	\$432.00	28	\$1,190.00	0	\$0.00	0	\$0.00	48	\$2,099.00
Task 3 - Report (748)	748	3	\$171.00	0	\$0.00	11	\$528.00	2	\$85.00	0	\$0.00	8	\$204.00	24	\$988.00
Task 4 - Coordination & Meetings (744)	744	6	\$342.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	6	\$342.00
Task 5 - Permanent Traffic Signal Modification Plans	785	0	\$0.00	0	\$0.00	0	\$0.00	8	\$340.00	132	\$6,402.00	0	\$0.00	140	\$6,742.00
Task 6 - Temporary Traffic Signal Plans	785	0	\$0.00	0	\$0.00	0	\$0.00	8	\$340.00	54	\$2,619.00	0	\$0.00	62	\$2,959.00
TOTAL:		12	\$684.00	12	\$1,008.00	21	\$2,016.00	64	\$5,440.00	186	\$9,021.00	35	\$1,785.00	330	\$14,829.50

Fee Computation Summary by Engineering Task

PROJECT TOTAL

Project ID: 4996-01-72
 C Sheboygan, Superior Avenue
 N Taylor Drive - N 29th Street
 CTH O
 Sheboygan County

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee*	Direct Expenses	Total
Task 1 - Data Collection	785	\$1,699.50	\$1,523.09	\$339.90	\$740.00	\$4,302.49
Task 2 - Traffic Analysis	785	\$2,099.00	\$1,881.12	\$419.80		\$4,399.92
Task 3 - Report (748)	748	\$988.00	\$885.45	\$197.60		\$2,071.05
Task 4 - Coordination & Meetings (744)	744	\$342.00	\$306.50	\$68.40		\$716.90
Task 5 - Permanent Traffic Signal Modification Plans	785	\$6,742.00	\$6,042.18	\$1,348.40		\$14,132.58
Task 6 - Temporary Traffic Signal Plans	785	\$2,959.00	\$2,651.86	\$591.80		\$6,202.66
TOTAL:		\$14,829.50	\$13,290.20	\$2,965.90	\$740.00	\$31,825.60

Company Wide Overhead Rate:

89.62%

Fixed Fee:

8.00%

*Note: Fixed Fee calculated using a 1.50 overhead rate

Direct Expenses by Item

Project ID: 4996-01-72
 C Sheboygan, Superior Avenue
 N Taylor Drive - N 29th Street
 CTH O
 Sheboygan County

Item	Unit Amount	Unit Type	Rate	Total Expenses
Employee Vehicle Mileage (counts and meetings)*	640	Miles	\$0.575	\$368.00
Printing - 8.5 x 11	2500	Sheet	\$0.12	\$300.00
Printing - 11 x 17	400	Sheet	\$0.18	\$72.00
TOTAL				\$740.00

*Mileage is for employee vehicles

Consultant Contract Total Fee Computation

Project ID: 4996-01-72
 C Sheboygan, Superior Avenue
 N Taylor Drive - N 29th Street
 CTH O
 Sheboygan County

Project ID	Total for Contract
Number of Staff Hours	330
Total Direct Labor	\$14,829.50
Total Overhead Costs	\$13,290.20
Fixed Fee*	\$2,965.90
Direct Expenses	\$740.00
Subtotal	\$31,825.60
Subcontract 1- N/A	\$0.00
Subcontract 2 - N/A	\$0.00
Subcontract Subtotal	\$0.00
TOTAL COST	\$31,825.60

* Note: Fixed Fee calculated using a 1.50 overhead rate

Project ID: 4996-01-72

C Sheboygan, Superior Avenue
 N Taylor Drive - N 29th Street
 CTH O
 Sheboygan County

	ESTIMATED PROJECT MANHOURS						
	PROJECT MANAGER	SAFETY ENGINEER	TRAFFIC ENGINEER II	TRAFFIC ENGINEER I	TRAFFIC SIGNAL ENGINEER	TRAFFIC TECH	MANHOURS PER TASK
785 TRAFFIC ANALYSIS							
Task 1 - Data Collection							
Traffic Tube Counts on Superior Ave - 2 locations - per direction classification (set-up)	1					9	10
Traffic Tube Counts on Superior Ave - 2 locations with classification (removal and process)				3		7	10
Traffic Turning Movement Counts - 6-9 AM, 3-6 PM - Superior at Taylor	1			2		11	14
Compile traffic count data, determine AM and PM peak hours				2			2
Submit all count data to WisDOT for development of projections				1			1
Obtain Crash Data and Compile for segments and intersections with Taylor, Hospital/Bank Dr, 31st, 30th, 29th		2		6			8
Coordinate with the City to obtain the existing signal timing plans and coordination plans at Taylor			1				1
Prepare AM and PM Existing Conditions Base Map - geometry and volumes				2			2
Prepare AM and PM Design Year Conditions Base Map - geometry and volumes				2			2
Subtotal	2	2	1	18	0	27	50
Task 2 - Traffic Analysis							
Existing Conditions Analysis - AM & PM - Taylor at Superior			2				2
Crash Analysis for 5 intersections (intersection and corridor crash statistics/exhibits)		6		28			34
Safety Improvement Analysis - recommendation of mitigation strategies		4					4
Design Year Conditions Analysis - NO BUILD - AM & PM - Taylor at Superior			2				2
Design Year Conditions - WITH IMPROVEMENTS - AM & PM - Taylor at Superior			3				3
Finalize Recommendations	1		2				3
Subtotal	1	10	9	28	0	0	48
Task 3 - Report (748)							
DRAFT Traffic Report - Text, Exhibits, Appendices of Analysis Outputs - submittal for review and comment	2		8	2		6	18
FINAL Traffic Report - Text, Exhibits, Appendices of Analysis Outputs (no revisions after final submittal)	1		3			2	6
Subtotal	3	0	11	2	0	8	24
Task 4 - Coordination & Meetings (744)							
Coordination & Project Management	6						6
Subtotal	6	0	0	0	0	0	6
785 TRAFFIC SIGNAL MODIFICATION PLANS							
Task 5 - Permanent Traffic Signal Modification Plans							
Prepare basemapping					6		6
Removal plans					14		14
Traffic signal layout plans					52		52
Sequence of operations					6		6
Cable routing					6		6
Misc. quantities					12		12
Special provisions					12		12
Estimate					8		8
Traffic signal timing				8			8
Finalize plans, specs, and estimate					16		16
Subtotal	0	0	0	8	132	0	140
Task 6 - Temporary Traffic Signal Plans							

Sheboygan County

	ESTIMATED PROJECT MANHOURS						
	PROJECT MANAGER	SAFETY ENGINEER	TRAFFIC ENGINEER II	TRAFFIC ENGINEER I	TRAFFIC SIGNAL ENGINEER	TRAFFIC TECH	MANHOURS PER TASK
Prepare basemapping					6		6
Traffic signal layout plans					32		32
Sequence of operations					4		4
Misc. quantities					4		4
Special provisions					2		2
Estimate					2		2
Traffic signal timing				8			8
Finalize plans, specs, and estimate					4		4
Subtotal	0	0	0	8	54	0	62
Subtotal	12	12	21	64	186	35	330
794 PLANS, SPs AND P.S. & E DOCUMENTS							
A. Time Schedule							0
B. Special Provisions & Proposal							0
C. Plan Letter							0
D. Engineers Estimate							0
E. R/W Status Report							0
F. Other P.S.&E. Documents							0
Subtotal	0	0	0	0	0	0	0
TOTAL	36	36	63	160	186	105	128



RIVER VALLEY TESTING CORP.

1060 Breezewood Lane, Suite 102
Neenah, WI 54956
Telephone: 920/886-1406

April 17, 2015

Mr. Timothy Moyer
Donohue & Associates, Inc.
3311 Weeden Creek Road
Sheboygan, WI 53081

Subj: Proposal for Subsurface Exploration Program
Proposed Superior Avenue Reconstruction
From Taylor Drive to 29th Street
Sheboygan, Wisconsin
WDOT Project ID: 4996-01-72

Mr. Moyer:

In accordance with your email request for proposal on April 14, 2015, River Valley Testing Corp is pleased to submit the following proposal for performance of a subsurface exploration at the site of the above referenced project. This proposal is intended to formalize an outline of our general scope of services and to provide cost information.


As requested, four (4) standard penetration test borings will be performed for this exploration. Further, three (3) of the borings will be extended to 10' and one (1) to 15' below the existing grade. The fieldwork will also include boring layout and surface elevation determination, as well as abandonment of each borehole in accordance with Wisconsin Codes.

DRILLING	ESTIMATED FEE
Mobilization and Rental	\$505
Boring Layout and Elevations	\$150
Standard Penetration Test Borings (45' at \$13.00/ft.)	\$585
Boring Abandonment (45' at \$4.00/ft.)	\$180
Pavement Patch (4 at \$25.00 each)	\$100
Traffic Control – Signs and Cones (1 Day @ 75.00/day)	\$75
Traffic Control – One Person Flag Crew (1 Day @ \$500.00/ day)	\$500
SUBTOTAL	\$2,095
GEOTECHNICAL	
Laboratory Testing and Boring Log Preparation	\$200
Report Preparation	\$1,700
TOTAL FEE	\$3,995

Rock Coring is at \$55.00/ft. and set-up at \$150.00 per location. Auger borings are drilled at \$8.00/ft. An \$9.00/ft. surcharge will be applied when borings encounter $N \geq 50$ blow per foot soils.

The above fees assume RVT will be responsible for traffic control. If the City of Sheboygan will provide traffic control flaggers, then the above fee would be reduced by \$500. We will notify you in advance if schedule or costs are expected to exceed these estimates. We look forward to working with you on your project. If you have any questions or need additional information, please contact me at 920/886-1406.

Sincerely,
RIVER VALLEY TESTING CORP.


Alex E. Barker, P.E.
Principal Geotechnical Engineer

RIVER VALLEY TESTING CORP.

GENERAL CONDITIONS

1. **SCOPE OF WORK:** River Valley Testing Corp (hereafter referred to as RVT) shall perform the work defined in this Agreement. "Client" refers to the person or business entity for whom the work is performed. "Work" refers to the specific geotechnical, analytical testing or other services to be performed by RVT as set forth in the proposal or written quotation. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the Client is adequate and sufficient for the Client's intended purpose.

RVT will not be liable for any work, advice, judgment or decision based on any inaccurate or incomplete information furnished by the Client or other contractors engaged by or for the Client, and the Client will indemnify RVT against liability resulting from such information.

2. **ACCESS/UTILITIES:** The Client will arrange access to the site as is necessary for RVT to complete the work. RVT will take reasonable precautions to minimize damage to the site due to its operation, but the fee for repairing damaged has not been included. By furnishing right-of-access, the Client recognizes that the risk of damage to the site can be minimized, but not eliminated. If the Client desires or requires RVT to restore the site to its former condition, upon written request, RVT will perform such additional work as is necessary to do so and the Client agrees to pay RVT the cost thereof plus 15%.

RVT is responsible for clearance of public utilities and will be responsible for repair of any damages to public utilities caused by RVT activities. The Client is responsible for locating all non-public utilities and other subterranean or latent conditions and agrees to indemnify and save RVT harmless from all claims, suits, losses, cost and expenses including reasonable attorney's fees as a result of personal injury, death or property damage occurring from damage to subterranean structures and which are not called to RVT's attention in writing prior to commencement of work.

3. **RESPONSIBILITY:** RVT's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. RVT shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. RVT's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

The services of RVT field personnel do not include responsibility for superintendence of the construction process or direction of the actual work of the contractor, subcontractor or other tradesmen. It is further agreed that RVT is not responsible for, nor is RVT to review the adequacy of job safety on the project.

4. **SAMPLES:** Unless otherwise agreed or consumed in testing, test specimens will be retained for a maximum of thirty (30) days following submission of RVT's report to the Client.

5. **INSURANCE:** RVT will carry workman's compensation insurance and public liability in conformance with state law. The Client agrees to limit liability of RVT to the limits of RVT's insurance. The Client is responsible for requesting specific inclusions that are not covered in RVT's insurance.

6. **PAYMENT:** RVT will submit monthly invoices for services performed during the preceding period. Payment is due upon receipt of invoice and shall be considered past due thirty (30) days after receipt of invoice.

The Client shall provide RVT a written statement of any items in question within fifteen (15) days of receipt of invoice.

The Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month (18% annually) or the maximum allowed by law on past due accounts.

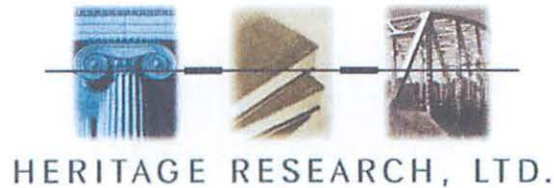
7. **OWNERSHIP OF DOCUMENTS:** Reports, plans and other work prepared by RVT will remain the property of RVT until all fees for RVT's services have been paid in full. The Client agrees that all reports and other work furnished to the Client and its agents, not paid for in full, will be returned upon demand and will not be used for licensing, permits, design and/or construction. Further, the Client and its agents agree not to retain copies, photocopies, facsimile, or electronically duplicated copies of reports for which the payment for services is in dispute.

8. Client agrees to limit all liability of RVT and its employees to the total amount of the fee paid to RVT with respect to this Agreement. It is expressly agreed that the remedy contained in this Section 8 is agreed to be the exclusive, sole remedy for any breach of this Agreement.

9. **INDEMNITY:** The Client, and if the Client acting as an agent for a principal in ordering work from RVT then also said principal, agrees to indemnify defend and hold RVT, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to court costs and reasonable attorney's fees arising, or alleged to have arisen, out of or resulting or alleged to have resulted from the performance of RVT's work on or about the subject project and caused in whole or in part by any negligent, willful or wanton act or omission of the Client or the Client's principal or any party directly or indirectly employed by the Client or the Client's principal or anyone for whose acts the Client or the Client's principal may be liable except to the extent, and only to such a degree, as such claim, suit, loss or damage is caused by the negligent willful or wanton act of RVT, its officers, agents, employees or anyone for whose acts RVT may be liable. In the event the Client or the Client's principal shall bring any suit, cause of action, claim or counterclaim against RVT to the extent that RVT shall prevail upon such suit, cause of action, claim or counterclaim the person initiating such action shall pay to RVT the costs expended by RVT to answer and/or defend against such suit, cause of action, claim or counterclaim including reasonable attorney fees, witness fees and other related expenses.

10. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, RVT shall be compensated by the Client for all services performed up to, and including, the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place RVT's files in order and/or to protect its professional reputation.

11. **ASSIGNS:** Neither the Client or RVT may delegate, assign, sublet or transfer its duties, interests or responsibilities in this Agreement without written consent of the other party.



27 April 2015

Mr. Tim Moyer, P.E.
Donohue & Associates, Inc.
3311 Weeden Creek Road
Sheboygan, WI 53081

RE: WisDOT Project ID #4996-01-72
Superior Avenue
Taylor Drive to 29th Street
Local Street
Sheboygan County

Dear Tim,

This letter constitutes HRL's proposal for completing the historical survey work that may be required for the captioned project.

Historical work will consist of a historic resources survey, as well as documentary research. The survey is designed to analyze and identify the specific APE, in addition to how many, if any, potentially significant resources exist in it. Once the types of resources extant have been noted, documentary research creates a context in which those resources can be evaluated and preliminary judgements made about which ones may need Determinations of Eligibility (DOEs) prepared. Survey results are typically reported on WisDOT's Architecture/History Form DT 1446 4/2008 and its accompanying Work Sheets.

Prior to preparing this proposal, please know that we reviewed the Wisconsin Historical Society files, as well as reviewed aerial and street view images of the project area. There appear to be two previously surveyed properties in the general vicinity – one of which is the hospital itself. Given that fact, and what the aerial and street view images revealed, we will assume that one to three surveyable entities exist in the APE today that will need to be addressed in a survey report. Thus will HRL complete the report for a fee based on time and expenses not to exceed an actual cost of \$2,952.85, plus a fixed fee of \$224.92 for a total of \$3,177.77—a breakdown of which is provided in Page 3/Attachment A of this letter.

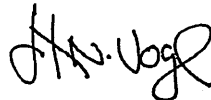
Please know that, should any surveyable properties in excess of three be found in the project's APE, or any Determinations of Eligibility be needed, they will all be considered extra work and require a contract amendment.

HISTORICAL/ENVIRONMENTAL CONSULTANTS

Mr. Tim Moyer, P.E.
27 April 2015
Page 2

It is a pleasure submitting this proposal to you, Tim. Please do not hesitate to call me with any questions you may have.

Yours truly,

A handwritten signature in black ink, appearing to read "J.N. Vogel". The signature is written in a cursive style with a large, stylized initial "J".

Dr. John N. Vogel

attachment

Historical Reconnaissance Survey
FEE COMPUTATION SUMMARY
Superior Avenue, Taylor Drive to 29th Avenue, City of Sheboygan
Sheboygan County

1. Direct Labor Cost		
Senior Historian		
10 hours x \$43.00/hr	430.00	
Project Historian		
40 hours x \$24.75/hr	<u>990.00</u>	
		1,420.00
2. Direct, General & Administrative Overhead		
\$1,420.00 x .98		<u>1,391.60</u>
Subtotal (lines 1 & 2)		2,811.60
3. Fee 8.0% of Direct Costs/Overhead		224.92
4. Direct Charges (Reimbursables)		
Miscellaneous Mileage (250 miles @ .565/mile)		<u>141.25</u>
5. Fee Not To Exceed		<u>\$3,177.77</u>

VIII

R. C. No. - 15 - 16. By PUBLIC WORKS. May 18, 2015.

Your Committee to whom was referred Res. No. 12-15-16 by Alderperson Belanger authorizing entering into a revised State/Municipal Agreement for design and construction for the 14th St. Sheboygan River Bridge scheduled for 2015 construction; recommends that the Resolution be passed.

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

4.9

Res. No. 12 - 15 - 16. By Alderperson Belanger. May 4, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (dated April 13, 2015), I.D. 4640-06-00.71 for design and construction for the design and construction for the 14th Street Sheboygan River Bridge scheduled for 2015 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the 14th Street Sheboygan River Bridge for the proposed sum of \$1,342,736 of which the Federal/State share is \$1,269,334 and of which the City of Sheboygan's share is \$73,402.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

*Pub Wks.
approve*



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

STATE / MUNICIPAL AGREEMENT

FOR A
HIGHWAY IMPROVEMENT PROJECT
 Revision 1

Revises Original Agreement Dated March 11, 2011

DATE: April 13, 2015

I.D.: 4640-06-00 / 71

HIGHWAY: STH 28 LENGTH: 0.1

LIMITS: 14th Street, City of Sheboygan
Sheboygan River Bridge

COUNTY: Sheboygan

FILE: 11-14

The signatory City of Sheboygan hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

The term "DOT" refers to both the Wisconsin and Federal Highway Administration Departments of Transportation.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility (describe and give reason for request): The existing bridge deck is 43 years old and has been overlaid once. The deck is at its service life.

Proposed Improvement (nature of work): Replace the existing deck.

Describe non-participating work included in the project contract: Sanitary manholes, adjustment of water valve boxes, and concrete joint sealing.

Describe other work necessary to finish the project completely, which will be undertaken independently by the Municipality: Street lighting design, repair of pedestrian fence under north side of bridge deck, and construction inspection of type J special sanitary manhole covers and adjusting water valve boxes.

PHASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Preliminary Engineering, 1:					
Plan Development	220,000	165,000	75	55,000	25
Real Estate Acquisition, 2:	TBD	TBD	100	0	0
Construction, 3:					
Structure, 3a (Cat 0010)	673,308	673,308	100	0	0
New Street Lighting, 3b (Cat 0020)	22,674	11,337	50	11,337	50
Roadway Items, 3c (Cat 0030)	275,645	275,645	100	0	0
Non-Participating, 3d (Cat 0040)	4,665	0	0	4,665	100
Construction Subtotal Without Engineering:	976,292	960,290		16,002	
15% Construction Engineering, 3e	146,444	144,044		* 2,400	
TOTAL DESIGN AND CONSTRUCTION COST DISTRIBUTION:	1,342,736	1,269,334		* 73,402	

Notes:

Dollar amounts shown in table above are in terms of fiscal year 2015.

* - Although the estimated cost for it is included in this amount, the construction engineering (primarily inspection) for the type J special sanitary covers and adjusting water valve boxes will be provided by the Municipality.

1) The total amount shown for preliminary engineering (plan development) is an estimated cost only, and is a total projected amount based on total charges to date.

2) All real estate costs (parcel costs, acquisition delivery costs, and state review and proratable) are eligible for DOT funding. The DOT will participate if real estate costs are prudent and financially feasible. The dollar amounts shown are estimates only. The Municipality must acquire real estate in their name.

3) Construction costs shown are an estimate based on historical bid item prices of similar projects. An estimate of the entire project construction cost, including items to be funded partially or entirely by the Municipality, is attached, and is broken down as follows: **a** – Structure costs are listed under category 0010, and will be funded 100% with DOT funds. **b** – The proposed new street lighting meets the DOT’s definition of a “new lighting system” and has been determined to be comparable in costs to DOT’s standard lighting system. Hence, the new lighting will be funded 50% by DOT and 50% by the Municipality under category 0020. **c** – All normal roadway items will be funded 100% by DOT under category 0030. **d** – Non-participating items to be funded 100% by the Municipality under category 0040 currently consist of type J special sanitary manhole covers, adjusting of water valve boxes, and concrete joint sealing. **e** – The amount shown for construction engineering is an estimate only, based on an assumed 15% of the actual construction costs.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such a request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of _____
Municipality

Name Title Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate and construction) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
 - a) The grading, base, pavement, and curb and gutter.
 - b) Storm Sewer mains, laterals, manholes, inlets and catch basins necessary for surface water naturally draining to STH 28/14th Street.
 - c) Construction engineering incidental to inspection and supervision of actual construction work excluding any sanitary and water system work that is combined let.
 - d) Signing and pavement marking including detour routes.
 - e) Compensable utility adjustment.
 - f) Replacement of existing sidewalks and private driveways necessitated by the project.
 - g) New installations of street lighting and traffic signals or devices at the time of construction. New traffic signals must meet warrants. Upgrading traffic signals to current standards are also eligible.
 - h) Alteration of street lighting and traffic signals or devices necessitated by the project.
 - i) Real estate for the improvement. The City must acquire the real estate in their name. The DOT will provide the funding.
 - k) Preliminary engineering and State review services.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - c) Conditioning, if required and maintenance of detour routes.
 - d) Repair damages to roads or streets cause by reason of their use in hauling materials incidental to the improvement.
 - e) All/any hazardous materials investigation and remediation cost related to construction of this connecting highway project.

- f) Concrete joint sealing.
 - g) Repair of pedestrian fence under north end of bridge.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal / State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal / State participation.
 8. The Municipality will at its own cost and expense:
 - a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and will make ample provision for such maintenance each year.
 - b) Regulate and prohibit, by ordinance, parking at all times on 14th Street on the structure.
 - c) In cooperation with the NE Region help with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project
 9. Basis for Local Participation:

Design: Costs are split at a 75/25 DOT / Local ratio as per the DOT cost participation policy for connecting streets.

Real Estate: Actual costs will be based on appraisals. The DOT will fund real estate that it feels is prudent and financially feasible.

Construction: Construction costs shown are estimates based on similar project bid item prices. Once the project is bid and awarded, this SMA will be updated with the actual unit bid prices and submitted to the Municipality for re-approval.

Wisconsin Department of Transportation
PROJECT SUMMARY LOG

DATE : 01/30/15
PAGE : 1

PCN	DESCRIPTION	FEDERAL/STATE PROJECT NUMBER	DETAIL	SOURCE
4640-06-71	14th Street, City Of Sheboygan	WISC	Y	P

Wisconsin Department of Transportation
DETAIL COST ESTIMATE

PROJECT NUMBER : C4640-06-71

FEDERAL PROJ ID : N/A

PROJECT NAME :
14th Street, City Of Sheboygan, Sheb River Bridge

TOTAL PROJECT LENGTH : 0.0740 MILES

TOTAL BRIDGE LENGTH : 211.5000 FEET
COUNTIES : Sheboygan

DATE PRINTED : 01/30/15

PROJECT NO.	FEDERAL PROJECT ID	DATE ESTIMATE	DATE REVISED	PREPARED BY
4640-06-71	WISC			Green Bay

Wisconsin Department of Transportation
 DETAIL ESTIMATE COST SUMMARY

DATE PRINTED : 01/30/15

PROJECT NUMBER : C4640-06-71

FEDERAL PROJ ID : N/A

FEDERAL PROJ ID	PROJECT NO.	STAT TYPE	COST	CONST ENGR	TOTAL	FUNDING LIMIT	FUNDING

FUND CLASS	CITY	City Of Sheboygan					
WISC	4640-06-71	PREL STRC	27,339.25	4,100.89	31,440.14	0.00	18,402.45
	FUND CLASS CITY	TOTALS	27,339.25	4,100.89	31,440.14	0.00	18,402.45

FUND CLASS	FED	Federal Funding					
WISC	4640-06-71	PREL STRC	971,627.35	145,744.11	1,117,371.46	0.00	886,074.55
	FUND CLASS FED	TOTALS	971,627.35	145,744.11	1,117,371.46	0.00	886,074.55

FUND CLASS	STATE	State Funding					
WISC	4640-06-71	PREL STRC	948,953.10	142,342.97	1,091,296.07	0.00	218,259.21
	FUND CLASS STATE	TOTALS	948,953.10	142,342.97	1,091,296.07	0.00	218,259.21

		ESTIMATE TOTALS	976,292.35	146,443.86	1,122,736.21	0.00	1,122,736.21
=====							

Wisconsin Department of Transportation
 DETAIL COST ESTIMATE

01/30/15
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PROJECT NUMBER : C4640-06-71 PCN : 4640-06-71 FEDERAL PROJ ID : WISC CONTRACT ID : C4640-06-71

PCN : 4640-06-71 14th Street, City Of Sheboygan STATUS: Preliminary Estimate
 Sheboygan River Bridge
 PROJECT LOCATION: Sth 28 Sheboygan County
 CATEGORY : 0010 Structure

FUNDING SOURCE(S) AND PARTICIPATION WITH LIMIT BY PRIORITY - NOTE: ONLY FIRST FOUR FUNDING SOURCES SHOWN

1 FED Federal Funding 80.00 % 0.00
 1 STATE State Funding 20.00 % 0.00

CONSTRUCTION TYPE : 13 Bridge Rehabilitation # OF SPANS : 3 BRIDGE ID : B-59-33
 WORK CLASSIFICATION : BRCN Bridge Construction SPAN LENGTH : 211.5000 CAT LENGTH : 0.0000 MILES
 CONSTRUCTION CLASS : LET Let Project Items SPAN WIDTH : 48.0000 CAT WIDTH : 0.0000 FEET

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0010	203.0210.S	Abatement of Asbestos Containing Material (structure) 01. B-59-33	1.000	LUMP	2,000.00000	2,000.00
0020	203.0225.S	Debris Containment (structure) 01. B-59-33	1.000	LUMP	5,000.00000	5,000.00
0030	203.0600.S	Removing Old Structure Over Waterway With Minimal Debris (station) 01. STA 99+19.5	1.000	LUMP	46,000.00000	46,000.00
0040	206.1000	Excavation for Structures Bridges (structure) 01. B-59-33	1.000	LUMP	7,100.00000	7,100.00
0050	210.0100	Backfill Structure	155.000	CY	21.00000	3,255.00
0060	502.0100	Concrete Masonry Bridges	528.000	CY	490.00000	258,720.00
0070	502.3200	Protective Surface Treatment	1,640.000	SY	2.75000	4,510.00
0080	502.5005	Masonry Anchors Type L No. 5 Bars	144.000	EACH	21.00000	3,024.00
0090	502.5010	Masonry Anchors Type L No. 6 Bars	148.000	EACH	22.00000	3,256.00
0100	503.0145	Prestressed Girder Type I 45-Inch	281.000	LF	190.00000	53,390.00
0110	505.0405	Bar Steel Reinforcement HS Bridges	980.000	LB	1.10000	1,078.00
0120	505.0605	Bar Steel Reinforcement HS Coated Bridges	126,975.000	LB	1.00000	126,975.00
0130	506.2605	Bearing Pads Elastomeric Non-Laminated	8.000	EACH	100.00000	800.00
0140	506.4000	Steel Diaphragms (structure) 01. B-59-33	18.000	EACH	610.00000	10,980.00
0150	509.1500	Concrete Surface Repair	86.000	SF	85.00000	7,310.00
0160	509.9020.S	Epoxy Crack Sealing	57.000	LF	50.00000	2,850.00
0170	516.0500	Rubberized Membrane Waterproofing	34.000	SY	31.00000	1,054.00
0180	517.1010.S	Concrete Staining (structure) 01. B-59-33	2,155.000	SF	1.35000	2,909.25
0190	517.1050.S	Architectural Surface Treatment (structure) 01. B-59-33	2,155.000	SF	5.10000	10,990.50
0200	517.4500.S	Negative Pressure Containment and Collection of Waste Materials (structure) 01. B-59-33	1.000	LUMP	9,700.00000	9,700.00
0210	517.6001.S	Portable Decontamination Facility 01. B-59-33	1.000	EACH	2,450.00000	2,450.00
0220	604.0400	Slope Paving Concrete	10.000	SY	80.00000	800.00
0230	606.0300	Riprap Heavy	300.000	CY	47.00000	14,100.00
0240	612.0406	Pipe Underdrain Wrapped 6-Inch	190.000	LF	7.80000	1,482.00
0250	645.0120	Geotextile Fabric Type HR	313.000	SY	3.50000	1,095.50
0260	650.6500	Construction Staking Structure Layout (structure) 01. B-59-33	1.000	LUMP	500.00000	500.00
0270	652.0125	Conduit Rigid Metallic 2-Inch	48.000	LF	20.30000	974.40

Wisconsin Department of Transportation
 DETAIL COST ESTIMATE

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PROJECT NUMBER : C4640-06-71 PCN : 4640-06-71 FEDERAL PROJ ID : WISC CONTRACT ID : C4640-06-71

PCN : 4640-06-71 14th Street, City Of Sheboygan STATUS: Preliminary Estimate
 Sheboygan River Bridge
 PROJECT LOCATION: Sth 28 Sheboygan County

CATEGORY : 0010 Structure

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0280	652.0135	Conduit Rigid Metallic 3-Inch	24.000	LF	25.00000	600.00
0290	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	980.000	LF	4.75000	4,655.00
0300	652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	490.000	LF	6.00000	2,940.00
0310	653.0220	Junction Boxes 18x6x6-Inch	6.000	EACH	875.00000	5,250.00
0320	655.0615	Electrical Wire Lighting 10 AWG	120.000	LF	0.65000	78.00
0330	657.6005.S	Anchor Assemblies Light Poles on Structures	2.000	EACH	505.00000	1,010.00
0340	715.0502	Incentive Strength Concrete Structures	3,168.000	DOL	1.00000	3,168.00
0350	SPV.0060	Special 02. Lamp Disposal High Intensity Discharge	2.000	EACH	25.00000	50.00
0360	SPV.0060	Special 06. Luminaires City Of Sheboygan Pathway Underdeck Led	2.000	EACH	940.00000	1,880.00
0370	SPV.0090	Special 01. Conduit Reinforced Thermosetting Resin 3/4-Inch	30.000	LF	12.00000	360.00
0380	SPV.0090	Special 03. Railing Steel Type C3 Galvanized B-59-33	476.000	LF	118.00000	56,168.00
0390	SPV.0105	Special 01. Removing Underdeck Lighting	1.000	LUMP	200.00000	200.00
0400	SPV.0105	Special 04. Marine Traffic Control	1.000	LUMP	6,150.00000	6,150.00
0410	SPV.0105	Special 03. Remove And Replace Existing Retaining Wall	1.000	LUMP	4,000.00000	4,000.00
0420	SPV.0180	Special 04. Cleaning Concrete	310.000	SY	14.50000	4,495.00
CATEGORY TOTAL					\$	673,307.65

CATEGORY : 0020 Street Lighting

FUNDING SOURCE(S) AND PARTICIPATION WITH LIMIT BY PRIORITY - NOTE: ONLY FIRST FOUR FUNDING SOURCES SHOWN

1 CITY City Of Sheboygan 50.00 % 0.00
 1 FED Federal Funding 50.00 % 0.00

CONSTRUCTION TYPE : 44 Other

WORK CLASSIFICATION : UTIL Utilities

CONSTRUCTION CLASS : LET Let Project Items

CAT LENGTH : 0.0000 MILES

CAT WIDTH : 0.0000 FEET

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0430	204.0195	Removing Concrete Bases	1.000	EACH	170.00000	170.00
0440	650.8500	Construction Staking Electrical Installations (project) 01. 4640-06-71	1.000	LUMP	300.00000	300.00
0450	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	162.000	LF	4.75000	769.50
0460	652.0405	Conduit Reinforced Thermosetting Resin 2-Inch	30.000	LF	23.00000	690.00

Wisconsin Department of Transportation
 DETAIL COST ESTIMATE

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PROJECT NUMBER : C4640-06-71 PCN : 4640-06-71 FEDERAL PROJ ID : WISC CONTRACT ID : C4640-06-71

PCN : 4640-06-71 14th Street, City Of Sheboygan STATUS: Preliminary Estimate
 Sheboygan River Bridge
 PROJECT LOCATION: Sth 28 Sheboygan County

CATEGORY : 0020 Street Lighting

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0470	653.0135	Pull Boxes Steel 24x36-Inch	1.000	EACH	620.00000	620.00
0480	654.0105	Concrete Bases Type 5	3.000	EACH	635.00000	1,905.00
0490	655.0610	Electrical Wire Lighting 12 AWG	525.000	LF	0.52000	273.00
0500	655.0620	Electrical Wire Lighting 8 AWG	2,055.000	LF	0.85000	1,746.75
0510	SPV.0060	Special 04. Light Poles City Of Sheboygan Aluminum Round Tapered 30-Ft	4.000	EACH	2,000.00000	8,000.00
0520	SPV.0060	Special 05. Luminaires City Of Sheboygan Decorative Led	4.000	EACH	2,050.00000	8,200.00

CATEGORY TOTAL \$ 22,674.25

CATEGORY : 0030 Roadway

FUNDING SOURCE(S) AND PARTICIPATION WITH LIMIT BY PRIORITY - NOTE: ONLY FIRST FOUR FUNDING SOURCES SHOWN

1	FED	Federal Funding	80.00 %	0.00
1	STATE	State Funding	20.00 %	0.00

CONSTRUCTION TYPE : 04 Reconstruction - No Added Capacity
 WORK CLASSIFICATION : RDCN Roadway Construction
 CONSTRUCTION CLASS : LET Let Project Items

CAT LENGTH : 0.0740 MILES
 CAT WIDTH : 0.0000 FEET

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0530	204.0100	Removing Pavement	950.000	SY	4.50000	4,275.00
0540	204.0150	Removing Curb & Gutter	16.000	LF	8.40000	134.40
0550	204.0155	Removing Concrete Sidewalk	215.000	SY	5.20000	1,118.00
0560	204.0220	Removing Inlets	2.000	EACH	325.00000	650.00
0570	204.0245	Removing Storm Sewer (size) 01. 12-Inch	46.000	LF	30.00000	1,380.00
0580	204.9090.S	Removing (item description) 01. Removing Steel Pipe Railing	66.000	LF	3.00000	198.00
0590	205.0100	Excavation Common	615.000	CY	10.50000	6,457.50
0600	213.0100	Finishing Roadway (project) 01. 4640-06-71	1.000	EACH	2,800.00000	2,800.00
0610	305.0120	Base Aggregate Dense 1 1/4-Inch	750.000	TON	13.00000	9,750.00
0620	415.0090	Concrete Pavement 9-Inch	800.000	SY	58.00000	46,400.00
0630	415.0410	Concrete Pavement Approach Slab	150.000	SY	130.00000	19,500.00
0640	416.0180	Concrete Driveway 8-Inch	10.000	SY	45.00000	450.00
0650	416.0610	Drilled Tie Bars	18.000	EACH	10.50000	189.00
0660	416.0620	Drilled Dowel Bars	102.000	EACH	13.00000	1,326.00
0670	465.0120	Asphaltic Surface Driveways and Field Entrances	2.000	TON	350.00000	700.00

Wisconsin Department of Transportation
 DETAIL COST ESTIMATE

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PROJECT NUMBER : C4640-06-71 PCN : 4640-06-71 FEDERAL PROJ ID : WISC CONTRACT ID : C4640-06-71

PCN : 4640-06-71 14th Street, City Of Sheboygan STATUS: Preliminary Estimate
 Sheboygan River Bridge
 PROJECT LOCATION: Sth 28 Sheboygan County

CATEGORY : 0030 Roadway

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0680	601.0407	Concrete Curb & Gutter 18-Inch Type D	16.000	LF	26.00000	416.00
0690	602.0410	Concrete Sidewalk 5-Inch	1,870.000	SF	4.50000	8,415.00
0700	602.0515	Curb Ramp Detectable Warning Field Natural Patina	8.000	SF	36.00000	288.00
0710	607.0600.S	Storm Sewer Pipe (inch) 01. 12-Inch	46.000	LF	40.00000	1,840.00
0720	611.1230	Catch Basins 2x3-FT	2.000	EACH	1,100.00000	2,200.00
0730	611.8110	Adjusting Manhole Covers	2.000	EACH	390.00000	780.00
0740	611.8115	Adjusting Inlet Covers	1.000	EACH	375.00000	375.00
0750	616.0700.S	Fence Safety	250.000	LF	3.00000	750.00
0760	619.1000	Mobilization	1.000	EACH	73,000.00000	73,000.00
0770	624.0100	Water	4.000	MGAL	54.00000	216.00
0780	625.0100	Topsoil	700.000	SY	3.50000	2,450.00
0790	628.1504	Silt Fence	400.000	LF	2.50000	1,000.00
0800	628.1520	Silt Fence Maintenance	400.000	LF	0.70000	280.00
0810	628.1905	Mobilizations Erosion Control	3.000	EACH	200.00000	600.00
0820	628.1910	Mobilizations Emergency Erosion Control	3.000	EACH	100.00000	300.00
0830	628.2008	Erosion Mat Urban Class I Type B	700.000	SY	1.70000	1,190.00
0840	628.7005	Inlet Protection Type A	5.000	EACH	100.00000	500.00
0850	628.7015	Inlet Protection Type C	11.000	EACH	50.00000	550.00
0860	628.7020	Inlet Protection Type D	3.000	EACH	110.00000	330.00
0870	628.7570	Rock Bags	140.000	EACH	8.50000	1,190.00
0880	629.0210	Fertilizer Type B	1.000	CWT	90.00000	90.00
0890	630.0140	Seeding Mixture No. 40	10.000	LB	12.80000	128.00
0900	634.0811	Posts Tubular Steel 2x2-Inch X 11-FT	3.000	EACH	140.00000	420.00
0910	634.0812	Posts Tubular Steel 2x2-Inch X 12-FT	2.000	EACH	122.00000	244.00
0920	634.0816	Posts Tubular Steel 2x2-Inch X 16-FT	2.000	EACH	130.00000	260.00
0930	637.2210	Signs Type II Reflective H	65.180	SF	20.00000	1,303.60
0940	638.2602	Removing Signs Type II	10.000	EACH	25.00000	250.00
0950	638.3000	Removing Small Sign Supports	5.000	EACH	25.00000	125.00
0960	642.5001	Field Office Type B	1.000	EACH	3,250.00000	3,250.00
0970	643.0100	Traffic Control (project) 01. 4640-06-71	1.000	EACH	8,000.00000	8,000.00
0980	643.0300	Traffic Control Drums	7,595.000	DAY	0.50000	3,797.50
0990	643.0420	Traffic Control Barricades Type III	2,219.000	DAY	0.90000	1,997.10
1000	643.0705	Traffic Control Warning Lights Type A	3,355.000	DAY	0.18000	603.90
1010	643.0715	Traffic Control Warning Lights Type C	2,717.000	DAY	0.25000	679.25
1020	643.0900	Traffic Control Signs	1,437.000	DAY	1.00000	1,437.00
1030	643.0920	Traffic Control Covering Signs Type II	5.000	EACH	85.00000	425.00
1040	643.1050	Traffic Control Signs PCMS	42.000	DAY	80.00000	3,360.00
1050	643.3000	Traffic Control Detour Signs	38,640.000	DAY	0.31000	11,978.40
1060	646.0106	Pavement Marking Epoxy 4-Inch	848.000	LF	2.00000	1,696.00

Wisconsin Department of Transportation
 DETAIL COST ESTIMATE

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PROJECT NUMBER : C4640-06-71 PCN : 4640-06-71 FEDERAL PROJ ID : WISC CONTRACT ID : C4640-06-71

PCN : 4640-06-71 14th Street, City Of Sheboygan STATUS: Preliminary Estimate
 Sheboygan River Bridge

PROJECT LOCATION: Sth 28 Sheboygan County

CATEGORY : 0030 Roadway

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
1070	649.0400	Temporary Pavement Marking Removable Tape 4-Inch	403.000	LF	1.00000	403.00
1080	650.4000	Construction Staking Storm Sewer	2.000	EACH	100.00000	200.00
1090	650.4500	Construction Staking Subgrade	228.000	LF	1.30000	296.40
1100	650.7000	Construction Staking Concrete Pavement	228.000	LF	1.50000	342.00
1110	650.9910	Construction Staking Supplemental Control (project) 01. 4640-06-71	1.000	LUMP	400.00000	400.00
1120	650.9920	Construction Staking Slope Stakes	228.000	LF	1.30000	296.40
1130	690.0150	Sawing Asphalt	10.000	LF	5.00000	50.00
1140	690.0250	Sawing Concrete	315.000	LF	2.00000	630.00
1150	715.0415	Incentive Strength Concrete Pavement	500.000	DOL	1.00000	500.00
1160	ASP.1T0A	On-the-Job Training Apprentice at \$5.00/HR	300.000	HRS	5.00000	1,500.00
1170	ASP.1T0G	On-the-Job Training Graduate at \$5.00/HR	600.000	HRS	5.00000	3,000.00
1180	SPV.0060	Special 01. Inlet Covers Type H Special	2.000	EACH	700.00000	1,400.00
1190	SPV.0060	Special 03. Removing And Re-Installing Lighting Units	1.000	EACH	1,000.00000	1,000.00
1200	SPV.0090	Special 02. Concrete Curb And Gutter Integral 20-Inch	340.000	LF	22.00000	7,480.00
1210	SPV.0090	Special 04. Railing Steel Type C3 Galvanized Off-Structure	72.000	LF	140.00000	10,080.00
1220	SPV.0105	Special 02. Concrete Pavement Joint Layout	1.000	LUMP	900.00000	900.00
1230	SPV.0120	Special 01. Water For Seeded Areas	4.000	MGAL	115.00000	460.00
1240	SPV.0180	Special 01. Concrete Pavement Shes 9-Inch	195.000	SY	65.00000	12,675.00
1250	SPV.0180	Special 03. Concrete Pavement Cold Weather Covering	995.000	SY	2.00000	1,990.00

 CATEGORY TOTAL \$ 275,645.45

Wisconsin Department of Transportation
 DETAIL COST ESTIMATE

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 PROJECT NUMBER : C4640-06-71 PCN : 4640-06-71 FEDERAL PROJ ID : WISC CONTRACT ID : C4640-06-71

PCN : 4640-06-71 14th Street, City Of Sheboygan STATUS: Preliminary Estimate
 Sheboygan River Bridge

PROJECT LOCATION: Sth 28 Sheboygan County
 CATEGORY : 0040 Non-Participating

FUNDING SOURCE(S) AND PARTICIPATION WITH LIMIT BY PRIORITY - NOTE: ONLY FIRST FOUR FUNDING SOURCES SHOWN
 1 CITY City Of Sheboygan 100.00 % 0.00

CONSTRUCTION TYPE : 44 Other

WORK CLASSIFICATION : RDCN Roadway Construction

CONSTRUCTION CLASS : LET Let Project Items

CAT LENGTH : 0.0000 MILES

CAT WIDTH : 0.0000 FEET

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
1260	SPV.0060	Special 07. Sanitary Manhole Covers Type J Special	2.000	EACH	1,000.00000	2,000.00
1270	SPV.0060	Special 08. Adjusting Water Valve Box	3.000	EACH	225.00000	675.00
1280	SPV.0180	Special 02. Concrete Joint Sealing	995.000	SY	2.00000	1,990.00

CATEGORY TOTAL						\$ 4,665.00
PROJECT TOTAL						\$ 976,292.35
ESTIMATE TOTAL						\$ 976,292.35

Wisconsin Department of Transportation
 DETAIL ESTIMATE FUNDING SUMMARY

01/30/15
 PAGE NO. 1

PROJECT NUMBER: C4640-06-71

PROJECT NUMBER	CATEGORY	COST	CONSTRUCTION PERCENT	ENGINEERING AMOUNT	TOTAL AMOUNT	FUNDING SOURCE	FUNDING AMOUNT
4640-06-71	0010 Structure	\$ 673,307.65	15.00	\$ 100,996.15	\$ 774,303.80	FED STATE	\$ 619,443.03 \$ 154,860.75
TOTAL FOR CATEGORY 0010							\$ 774,303.79
4640-06-71	0020 Street Lighting	\$ 22,674.25	15.00	\$ 3,401.14	\$ 26,075.39	CITY FED	\$ 13,037.69 \$ 13,037.69
TOTAL FOR CATEGORY 0020							\$ 26,075.39
4640-06-71	0030 Roadway	\$ 275,645.45	15.00	\$ 41,346.82	\$ 316,992.27	FED STATE	\$ 253,593.81 \$ 63,398.44
TOTAL FOR CATEGORY 0030							\$ 316,992.26
4640-06-71	0040 Non-Partcipating	\$ 4,665.00	15.00	\$ 699.75	\$ 5,364.75	CITY	\$ 5,364.75
TOTAL FOR CATEGORY 0040							\$ 5,364.75
TOTAL FOR PROJECT 4640-06-71							\$ 1,122,736.21
ESTIMATE TOTAL							\$ 1,122,736.21

Wisconsin Department of Transportation
 FUNDING SUMMARY BY UNIT

PROJECT CONTROL NUMBER : 4640-06-71
 PROJECT NUMBER : WISC

UNIT			COST	CONST ENGR	TOTAL	FUNDING
FUND CLASS	CITY	City Of Sheboygan				
000			\$ 27,339.25	\$ 4,100.89	\$ 31,440.14	\$ 18,402.44
	FUND CLASS CITY	TOTALS	\$ 27,339.25	\$ 4,100.89	\$ 31,440.14	\$ 18,402.45
FUND CLASS	FED	Federal Funding				
000			\$ 971,627.35	\$ 145,744.11	\$ 1,117,371.46	\$ 886,074.55
	FUND CLASS FED	TOTALS	\$ 971,627.35	\$ 145,744.11	\$ 1,117,371.46	\$ 886,074.55
FUND CLASS	STATE	State Funding				
000			\$ 948,953.10	\$ 142,342.97	\$ 1,091,296.07	\$ 218,259.20
	FUND CLASS STATE	TOTALS	\$ 948,953.10	\$ 142,342.97	\$ 1,091,296.07	\$ 218,259.21
PROJECT TOTALS			\$ 976,292.35	\$ 146,443.86	\$ 1,122,736.21	\$ 1,122,736.21

Wisconsin Department of Transportation
 CATEGORY FUNDING SUMMARY BY FUND

01/30/15
 PAGE NO. 1

PROJECT CONTROL NUMBER : 4640-06-71
 PROJECT NUMBER : WISC

CATEGORY	COST	CONST ENGR	TOTAL	FUNDING
FUND CLASS CITY City Of Sheboygan				
0020 Street Lighting	\$ 22,674.25	\$ 3,401.14	\$ 26,075.39	\$ 13,037.69
0040 Non-Partcipating	\$ 4,665.00	\$ 699.75	\$ 5,364.75	\$ 5,364.75
FUND CLASS CITY TOTALS	\$ 27,339.25	\$ 4,100.89	\$ 31,440.14	\$ 18,402.44
FUND CLASS FED Federal Funding				
0010 Structure	\$ 673,307.65	\$ 100,996.15	\$ 774,303.80	\$ 619,443.03
0020 Street Lighting	\$ 22,674.25	\$ 3,401.14	\$ 26,075.39	\$ 13,037.69
0030 Roadway	\$ 275,645.45	\$ 41,346.82	\$ 316,992.27	\$ 253,593.81
FUND CLASS FED TOTALS	\$ 971,627.35	\$ 145,744.11	\$ 1,117,371.46	\$ 886,074.55
FUND CLASS STATE State Funding				
0010 Structure	\$ 673,307.65	\$ 100,996.15	\$ 774,303.80	\$ 154,860.75
0030 Roadway	\$ 275,645.45	\$ 41,346.82	\$ 316,992.27	\$ 63,398.44
FUND CLASS STATE TOTALS	\$ 948,953.10	\$ 142,342.97	\$ 1,091,296.07	\$ 218,259.20
PROJECT TOTALS	\$ 976,292.35	\$ 146,443.86	\$ 1,122,736.21	\$ 1,122,736.21

VIII

R. C. No. _____ - 15 - 16. By PUBLIC WORKS. May 18, 2015.

Your Committee to whom was referred the following:

1. R. O. No. 19-15-16 by the Purchasing Agent submitting proposals for the purchase of (1) new 2015 4WD articulated wheel loader; and
2. Res. No. 13-15-16 by Alderperson Belanger authorizing entering into contract for the purchase of (1) 4WD articulated wheel loader;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 13 - 15 - 16. By Alderperson Belanger. May 4, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of **(1) 4WD articulated wheel loader**, for the Motor Vehicle Division.

WHEREAS, funding for the above described item is to be included in the 2015 Bond Issuance, and:

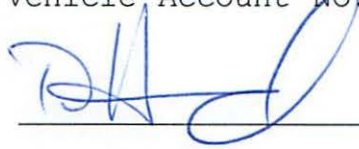
WHEREAS, the manufacturing and delivery lead time following the placement of the purchase order is estimated at 12-14 weeks and:

WHEREAS, the City of Sheboygan issued a Request for Bids for the equipment and has determined that the low bid submitted meets or exceeds all of the needs and specifications for the Public Works Department.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Miller, Bradford & Risberg Inc. of Sussex WI in the amount of \$ 220,125.00 for one new Case 821F Loader as per bid # 1824-15-2

BE IT FURTHER RESOLVED: That the Case Loader to be replaced will be prepared for auction and sold to the highest bidder with the proceeds to be deposited in a fund designated by the Finance Director/Treasurer.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Motor Vehicle Account No. 701306100-641400 Heavy Equipment in payment of same.



*Pub Wks.
approve*

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

II

Other Matters

6.1

R. O. No. 19 - 15 - 16. By PURCHASING AGENT. May 4, 2015.

Submitting an evaluation of Request for Proposals #1824-15 for the purchase of (1) new 2015 4WD articulated wheel loader for the Motor Vehicle Division.

<u>BIDDER</u>	<u>MAKE/MODEL</u>	TOTAL DELIVERED PRICE
Aring Equipment	2015 Volvo L110H	\$ 245,600.00
Brooks Tractor	2015 John Deere 644K	\$ 245,579.00
Miller-Bradford & Risberg	2015 Case 821F	\$ 220,125.00

The Case 821F meets all of the specifications and includes a 3 year/3000 hour maintenance and monitoring program. The others come with a 12 month program.

It is recommended that the Purchasing Agent be authorized to enter into contract with Miller, Bradford & Risberg Inc. of Sussex in the amount of \$220,125.00 as bid.

Respectfully submitted,

Bernard R. Rammer

~~Pub. Notes.~~
Acc. File

IX

R. C. No. _____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. May 18, 2015.

Your Committee to whom was referred Gen. Ord. No. 51-14-15 by Alderperson Carlson creating 30-minute parking on the south side of Clara Ave. east of S. 7th St.; recommends that the Ordinance be passed.

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

IX

R. C. No. _____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. May 18, 2015.

Your Committee to whom was referred Gen. Ord. No. 52-14-15 by Alderperson Carlson creating a no parking, stopping, or standing zone of the west side of Riverfront Dr. north of Virginia Ave.; recommends that the Ordinance be passed.

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

X

7.3

Gen. Ord. No. 52- 14 - 15. By Alderperson Carlson. April 20, 2015.

AN ORDINANCE creating a no parking, stopping, or standing zone on the west side of Riverfront Drive north of Virginia Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the west side of Riverfront Drive from 119 feet north of north curb line of Virginia Avenue to 139 feet north of the north curb line of Virginia Avenue is hereby added to the list of locations where no parking, stopping, or standing is permitted..

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. 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.

*PP&S
of new Council
approve.*

Thyrl D. Carl

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

~~IX~~

R. C. No. - 14 - 15 . By FINANCE. May 18, 2015.

Your Committee to whom was referred Gen. Ord. No. 1-15-16 by Alderperson Hammond creating Section 2-399 of the Municipal Code providing for the assessment of costs for repair of damages to public property; recommends that the Ordinance be passed.

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



Gen. Ord. No. 1 - 15 - 16. By Alderperson Hammond. April 21, 2015.

AN ORDINANCE creating Section 2-399 of the Municipal Code providing for the assessment of costs for repair of damages to public property.

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

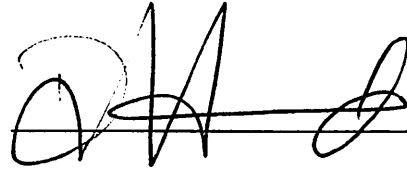
Section 1. Section 2-399 of the Sheboygan Municipal Code entitled "Assessment of costs for repair of damages to public property" is hereby created to read as follows:

"Sec. 2-399. *Assessment of costs for repair of damages to public property.*

- (a) In addition to any penalties imposed for violation of sections 26-909, 74-47, 110-280 or 134-113 of this code, any person who shall cause physical damage to or destroy any public property shall be liable for the costs of repairing such damages or replacing such property. The parents of any unemancipated minor child who causes such damage or destruction may be held liable for the cost of repairing such damages or replacing such destroyed property in accordance with Sec. 895.035, Wis. Stats.
- (b) The costs of repairing such damages or replacing destroyed property will be billed based on an hourly charge for employee time and equipment usage, plus materials. The employee time charge will include wages and benefits, and the equipment usage will include a charge for maintenance and repair of the equipment. All materials used will be charged at actual cost plus 30 percent, plus applicable sales tax, with a minimum fee of \$100. A schedule of employee wage and benefit rates and equipment usage charges shall be prepared and updated from time to time by the director of public works."

Inance
approve

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



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. _____ - 15 - 16. By CITY CLERK. May 18, 2015.

Submitting a claim from Frank Reif for alleged damages to his vehicle when he went past a "temporary sign" instead of the sign being on the sidewalk and the "temporary sign" left a long scratch on his side mirror.

Inance

Susan Richards

City Clerk

DATE RECEIVED 5-7-15

RECEIVED BY MMD

CLAIM NO. 02-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 7 '15 AM 8:33

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.

TO CITY OF SHEBOYGAN

1. Name of Claimant: FRANK REIF
2. Home address of Claimant: 4727 S. 12 ST. SHEBOYGAN, WI. 53081
3. Home phone number: 920-458-6658
4. Business address and phone number of Claimant: NONE NA
5. When did damage or injury occur? (date, time of day) APRIL 21, 2015 12:30 P.M.
6. Where did damage or injury occur? (give full description) SOUTH EAST CORNER OF 8 TH AND WISCONSIN AVE. AT TEMPORARY STOP SIGN IN ROAD HELD IN PLACE WITH SAND BAGS.
7. How did damage or injury occur? (give full description) WHEN I PULLED AWAY FROM THE ABOVE MENTIONED STOP SIGN MY PASSENGER, MY DAUGHTER, SAID SHE HEARD SOMETHING TOUGH... THE TRUCK ON HER SIDE. WHEN WE ARRIVED AT HER HOUSE ON N. 8TH I FOUND THAT THE SIDE MIRROR HAD A DEEP SCRATCH ABOUT 7 IN. LONG. RETURNING TO THE CORNER I FOUND THAT SIGN WAS SET IN THE STREET INSTEAD OF ON THE CURB RESTRICTING THE WIDTH OF THE LANE CONSIDERABLY. WITH TRAFFIC LEAVING THE SOUTH BOUND STOP SIGN YOU HAD TO USE EVERY AVAILABLE INCH TO CLEAR A TRUCK.
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: CITY EMPLOYEE OR CONTRACTOR?
 - (b) Claimant's statement of the basis of such liability: I CONTACTED MY ALDERMAN. SOMEONE REALIZED THE HAZARD THIS SIGN CREATED, BECAUSE THE NEXT DAY THE SIGN WAS ON THE SIDEWALK.
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: AS SIGN WAS POSITIONED IT WAS HINDERING THE TRAFFIC MOVEMENT.
 - (b) Claimant's statement of basis for such liability: THE PERSON RESPONSIBLE FOR PLACING THIS SIGN WITH THE SAND BAGS USED TO HOLD IT DID NOT USE COMMON SENSE. I MENTIONED THE SAND BAGS TO INDICATE THAT THE SIGN WAS EASILY MOVABLE!

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").

"NO INJURIES" JUST DAMAGE TO MIRROR.

11. Name and address of any other person injured:

NA

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

Auto:

\$ ~~167.33~~ 154.70

Property:

\$ _____

Personal injury:

\$ _____

Other: (Specify below)

\$ _____

TOTAL

~~167.33~~ 154.70

Damaged vehicle (if applicable)

Make: CHEVROLET Model: 1500 CREW CAB PICKUP Year: 2013 Mileage: 24220

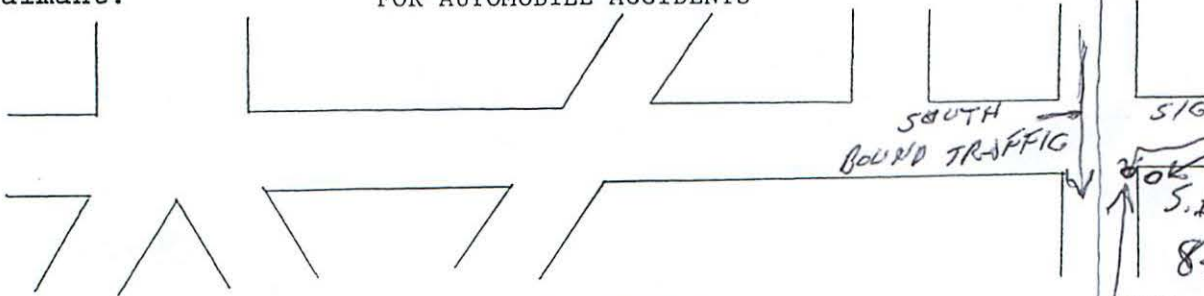
Names and addresses of witnesses, doctors and hospitals:

NAN POCKAT
2010 N. 8TH. ST. SHERBOGAN, WI. 53081

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'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

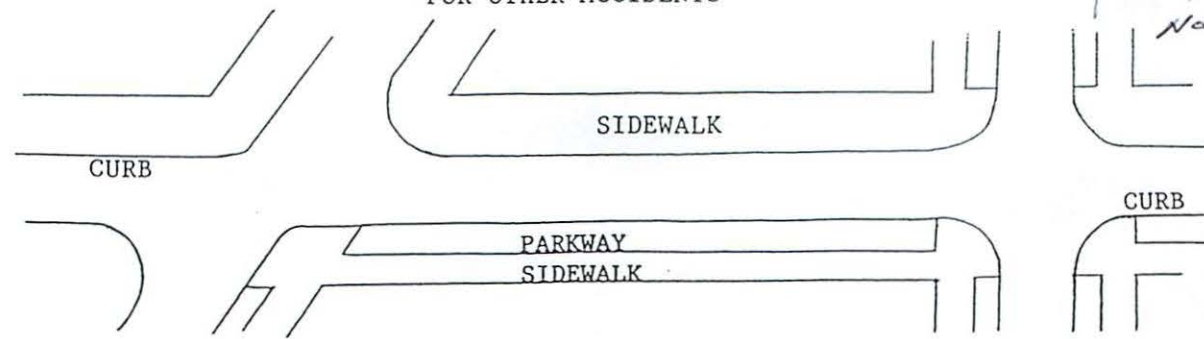
FOR AUTOMOBILE ACCIDENTS



SOUTH BOUND TRAFFIC

SIGN HERE NOT FOR HERE
S.E. CORNER
8th & W56
MY TRUCK GOING NORTH.

FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

Frank Reif

Date:

May 7, 2015

DATE RECEIVED

5-7-15

RECEIVED BY

MMT

CLAIM NO.

02-15

CLAIM

Claimant's Name:

FRANK REIF

Auto

\$ 154.70

Claimant's Address:

4727 S. 12TH ST

Property

\$

SHEBOYGAN, WI 53081

Personal Injury

\$

Claimant's Phone No.

920-458-6658

Other (Specify below)

\$

TOTAL

154.70

NOTE: I HAVE ALL MY MAINTENANCE DONE AT CHEVY BECAUSE I GET A DISCOUNT!

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 \$ 154.70.

SIGNED:

Frank Reif

DATE:

May 7, 2015

ADDRESS:

4727 S. 12th St.

Sheboygan, WI 53081

3400 S. Business Dr.
Sheboygan, WI 53081



Genuine | Parts



Certified Service

SERVICE 920 459-6850 (TOLL FREE) 888 459-6850
SALES 920 459-6840 (TOLL FREE) 800 459-6840
PARTS: 920 459-6845 (TOLL FREE) 888 459-6845
BODY SHOP 920 459-6855 (TOLL FREE) 888 459-6855

www.sheboyganauto.com

CUSTOMER NO. 39295	ADVISOR CLIFFORD NETZER	110	TAG NO. 6016	INVOICE DATE 05/01/15	INVOICE NO. CTCB696983
FRANK A REIF 4727 S 12TH ST SHEBOYGAN, WI 53081-8003 NO EMAIL	LICENSE NO. B409859	MILEAGE 24,220	COLOR DEEP RUBY M	STOCK NO. A8069	
	YEAR / MAKE / MODEL 13/CHEVROLET TRUCK/K1500 C/K PICKUP/		DELIVERY DATE 04/17/13	DELIVERY MILES 12	
	VEHICLE I.D. NO. 1 G C R K T E 7 4 D Z 2 6 0 7 3 5		SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE 04/29/15		
RESIDENCE PHONE 920-458-6658	BUSINESS PHONE 920-458-5545	COMMENTS			MO: 24220

JOB# 1 CHARGES-----

LABOR-----

J# 1 01CVZ	REPAIR PER ESTIMATE	TECH(S):238	62.70
PRE-PAINT MIRROR CAP PRIOR TO APPOINTMENT PAINT CODE #412P			

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-

1	25788157	HOUSING 16.068	57.66	57.66	57.66
TOTAL - PARTS					57.66

G.O.G. & SUPPLIES-----

1.0	PAIN & MATERIALS (36)	@	36.000	/UNIT	36.00
TOTAL - GOG					36.00

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----

HAZARDOUS	HAZARDOUS WASTE REMOVAL				3.00
TOTAL - MISC					3.00

JOB# 1 TOTALS-----

LABOR	62.70	
PARTS	57.66	
G.O.G.	36.00	
MISC	3.00	
JOB# 1 JOURNAL PREFIX CTCB	JOB# 1 TOTAL	159.36

HOURS:
SERVICE, PARTS, BODY SHOP

MON - FRI	7:00 AM - 5:00 PM
SAT	7:30 AM - NOON

SALES

MON - THURS	8:00 AM - 8:00 PM
FRI	8:00 AM - 6:00 PM
SAT	8:00 AM - 5:00 PM

SCC

VISION STATEMENT
"Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT
"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$167.33 (+TAX)

TOTALS-----

TOTAL LABOR....	62.70
TOTAL PARTS....	57.66
TOTAL SUBLET...	0.00
TOTAL G.O.G....	36.00
TOTAL MISC CHG.	3.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	7.97
TOTAL INVOICE \$	167.33

 CASH CHECK CK NO. []
 VISA MASTERCARD DISCOVER
 AMER XPRESS OTHER CHARGE

THANK YOU FOR YOUR BUSINESS!!

PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS. COMMERCIAL APPLICATIONS EXCLUDED.

CUSTOMER SIGNATURE _____

By: _____

154.70 PAID

Check

Thank You
Sheboygan Chevrolet
Buick-GMC-Cadillac

DISCLAIMER OF WARRANTIES:
Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE _____

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLIAC INC
3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** PRELIMINARY ESTIMATE ***

04/27/2015 07:34 AM

Owner

Owner: FRANK A REIF
Address: 4727 SOUTH 12TH. STREET
City State Zip: Sheboygan, WI 53081

Work/Day:
Home/Evening: (920)458-6658
FAX:

Inspection

Inspection Date: 04/27/2015 07:33 AM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Right Side
Driveable: Yes

Inspection Type:
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x

Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081

Secondary Impact:
Rental Assisted:
Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Vehicle

2013 Chevrolet Silverado K1500 LTZ 4 DR Ext Cab Short Bed
8cyl Gasoline 5.3 FLEX
6-Speed Automatic

Lic.Plates: 409859
Lic Expire:
Prod Date: 01/2013
Veh Insp# :
Condition:
Ext. Color: RED
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 1GCRKTE74DZ260735
Mileage: 24,109
Mileage Type: Actual
Code: U7805E
Int. Color:
Int. Refinish: Two-Stage

Options - AudaVIN Information Received

18 Inch Alloy Wheels
Air Conditioning

4-Wheel Drive
Alarm System

AM/FM CD Player
Amplifier

Anti-Lock Brakes	Auto Headlamp Control	Auto Locking Hubs (4WD)
Automatic Dimming Mirror	Bed Liner	Bodyside Moldings
Bose Sound System	Bucket Seats	Camper/Towing Package
Center Console	Chrome Step Bumper	Climate Cntrl Frnt Seats
Color-Keyed Grille	Cruise Control	Daytime Running Lights
Driver Seat Memory	Dual Airbags	Dual Power Seats
Dual Pwr Lumbar Supports	Dual Zone Auto A/C	Electronic Transfer Case
Emergency S.O.S. System	Floor Mats	Fog Lights
Full Size Spare Tire	Garage Door Opener	Halogen Headlights
Head Airbags	Heated Power Mirrors	Heated W/S Wiper Washers
Heavy Duty Battery	Heavy Duty Cooling	Heavy Duty Suspension
Hinged Fourth Door	Hinged Third Door	Illuminated Visor Mirror
Intermittent Wipers	Keyless Entry System	Leather Seats
Leather Steering Wheel	Lighted Entry System	Limited Slip Differential
MP3 Decoder	Mirror(s) Memory	OnStar System
Overhead Console	Power Adjustable Pedals	Power Brakes
Power Door Locks	Power Steering	Power Windows
Privacy Glass	Rear View Camera	Rear Window Defroster
Remote Starter	Reverse Sensing System	Side Airbags
Skid Plates	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Tire Pressure Monitor
Tow Hooks	Traction Control System	Trailer Brake
Trailer Hitch	Trip Computer	XM Satellite Radio

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	E	322		Cover,Frt Door Mirror RT	25788157 GM Part	\$57.66			0.1	SM
2	L	322	13	Cover,Frt Door Mirror RT	Refinish				1.0	RF
					0.3 Surface					
					0.6 Two-stage setup					
					0.1 Two-stage					
Manual Entries										
3	SB			Hazardous Waste	Sublet Repair	\$3.00*				RF*
	3			Items						

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$57.66	
Paint & Materials	\$36.00	
Parts & Material Total		\$93.66
Tax on Parts & Material	@ 5.000%	\$4.68

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$57.00	0.1		0.1	\$5.70
Mech/Elec (ME)	\$97.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$57.00	1.0		1.0	\$57.00
Paint & Materials	\$36.00				

Labor Total		1.1 Hours		\$62.70
Tax on Labor	@ 5.000%		\$3.14	
Sublet Repairs			\$3.00	
Tax on Sublet	@ 5.000%		\$0.15	
Gross Total				\$167.33
Net Total				\$167.33

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
Recycled Parts NOT REQUESTED


Audatex Estimating 7.0.417 ES 04/27/2015 07:36 AM REL 7.0.417 DT 04/01/2015 DB 04/15/2015
Copyright (C) 2015 Audatex North America, Inc.

0.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebld	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

 <p>Audatex a Solera company</p>	<p>This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.</p> <p>Copyright (C) 2015 Audatex North America, Inc. Audatex Estimating is a trademark of Audatex North America, Inc.</p>
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II

R. O. No. _____ - 15 - 16. By CITY CLERK. May 18, 2015.

Submitting a communication from Carol Lutz of Rockets for Schools requesting three of the City days at Blue Harbor for the Rockets for Schools Event to be held on May 5, 6 and 7, 2016.

Finance

Susan Richards

City Clerk

MAY 11 '15 AM 10:19

ROCKETS FOR SCHOOLS

Spaceport Sheboygan



Proudly
Sponsored By:

May 7, 2015



Miss Sue Richards, City Clerk
828 Center Avenue, 2nd Floor
Sheboygan, Wisconsin 53081

Dear Miss Richards:

On behalf of the Rockets for Schools Board of Directors, my husband Randy and I along with our new co-directors, Kenny Bergschultz and Brian Ewenson, we would like to take this opportunity to thank you Miss Richards, along with Mayor Vandersteen and the City of Sheboygan for all of the support that we so graciously received in the past.

As you know, this program is a unique educational activity designed to foster an interest in math, science and engineering in our students through their intrinsic interest in rocketry and space travel.

At this time, we are requesting three of the City Days for the 2016 Rockets for Schools Event. Blue Harbor gave Rockets for Schools the following days: Thursday, May 5th; Friday, May 6th; and Saturday, May 7, 2016.

At this time we would like to thank The City of Sheboygan for their continuous support of the Rockets for Schools Program.

If you have any questions or need us to speak to the council, please give us a call at 920.980.7760. Thank you for your help.

Sincerely,

A handwritten signature in blue ink that reads "Carol Lutz".

Carol Lutz
Rockets for Schools

Know all men by these presents,
that I, the undersigned,

do hereby certify that

the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Dallas, State of Texas.

Witness my hand and seal of office this _____ day of _____, 19__.

Attest my hand and seal of office this _____ day of _____, 19__.

County Clerk

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

III

R. O. No. _____ - 15 - 16. By FIRE CHIEF. May 18, 2015.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my annual report for the period commencing January 1, 2014, and ending December 31, 2014.

Inance

Fire Chief

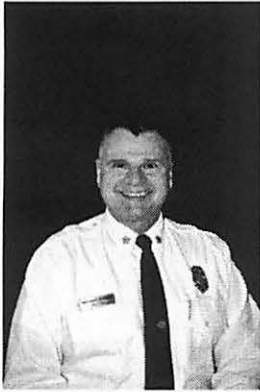
2014

Annual Report



City of Sheboygan
Fire Department

Sheboygan Fire Department Annual Report | 2014



Dear Citizens,

On behalf of the Sheboygan Fire Department, thank you for taking the time to review our 2014 Annual Report.

On February 24, 2014, I was sworn in as Chief of the Sheboygan Fire Department. Immediately my wife, Melanie, and I were welcomed into this wonderful community.

Thanks to the hard work of our members and staff, 2014 was a successful year for our department. Ambulance revenues continue to reduce the department's net cost to taxpayers; our kindergarten through fourth grade fire education program reached over 4,500 students and city leaders continue to support our efforts to provide the best possible customer service to our citizens and visitors.

2015 goals include efforts to improve firehouses, update apparatus, modernize equipment, revise standard operating guidelines, improve technology, and increase the training and education of our members.

I would like to thank our citizens and city leaders for the support and trust they place in us to address emergency situations. Finally, thank you to the firefighters, paramedics, officers, chiefs and support personnel, their dedication and service make us the best that we can be.

Respectfully,

A handwritten signature in cursive script that reads "Mike Romas".

Mike Romas

Fire Chief

City of Sheboygan

Sheboygan Fire Department Annual Report | 2014



Department Mission

The Sheboygan Fire Department is dedicated to serving all who live, visit, work and invest in the City of Sheboygan through excellence in fire protection, rescue, emergency and non-emergency medical services, code enforcement, and education, and at the highest professional level in a compassionate, ethical, and cost effective manner.

Department Vision

The Sheboygan Fire Department will continue to provide response times consistently within the guidelines of NFPA 1710, with up to date emergency vehicles/equipment and an adequate number of highly trained personnel, focused on saving lives and preventing property damage. A movement towards a regional based fire protection/shared services system would stabilize the cost of fire/EMS protection for the citizens of Sheboygan, drastically improve response times and fire/EMS protection in the neighboring communities, and increase the availability of timely resources for the entire area. This cooperative effort would bring together local governments, citizens, firefighters and EMS personnel working together towards a common goal of saving lives, property, and community assets, while protecting the investments and employment base of private enterprise.

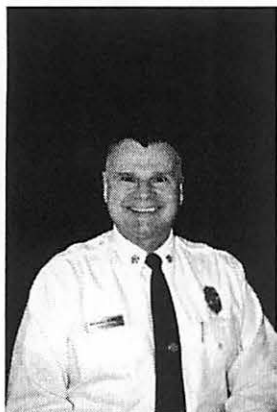


FIREFIGHTERS PARTICIPATE IN
LIVE BURN TRAINING



Sheboygan Fire Department Annual Report | 2014

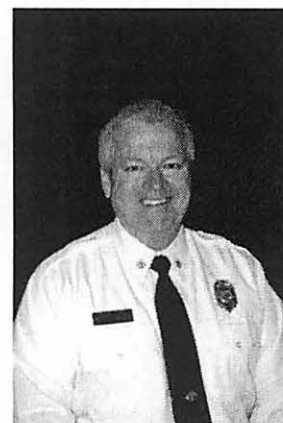
Sheboygan Fire Department Management and Administrative Staff



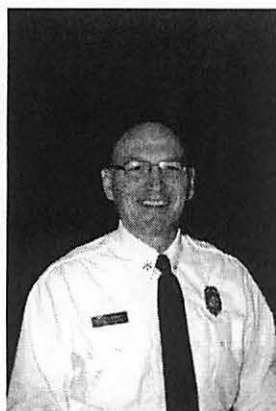
FIRE CHIEF – MICHAEL T. ROMAS
CHIEF OF THE DEPARTMENT



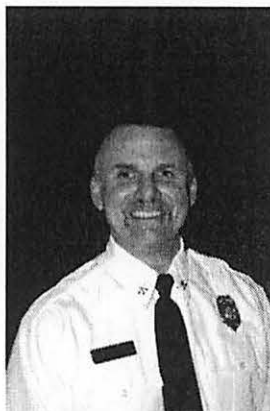
ASSISTANT CHIEF – VERNON KOCH
ASSISTANT CHIEF OF THE DEPARTMENT



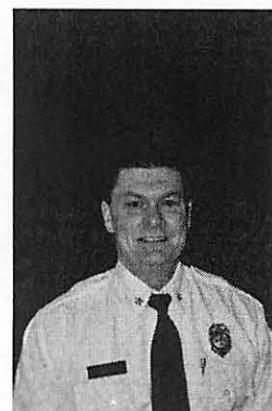
DEPUTY CHIEF – CHARLES BUTLER
EMS/HEALTH AND SAFETY
EMERGENCY MANAGEMENT



BATTALION CHIEF - KEITH RISSE
A SHIFT
TRAINING



BATTALION CHIEF – DEAN KLEIN
B SHIFT
SUPPORT SERVICES



BATTALION CHIEF - GARY KOLBERG
C SHIFT
CODE ENFORCEMENT

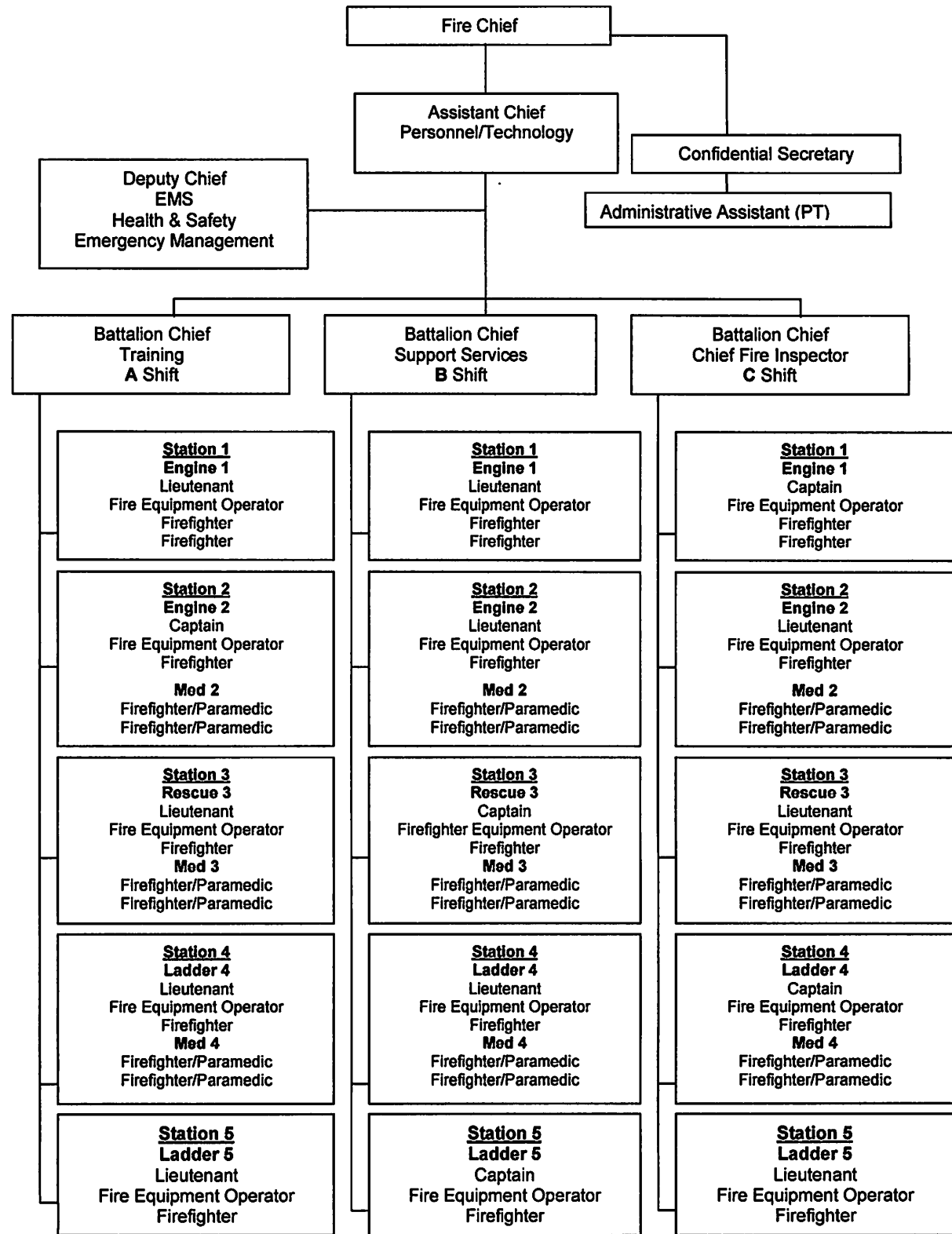


CONFIDENTIAL SECRETARY
LISA HORN




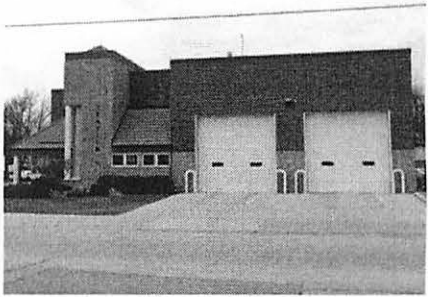
ADMINISTRATIVE ASSISTANT
JENNIFER ALBRIGHT

Sheboygan Fire Department Annual Report | 2014



Sheboygan Fire Department Annual Report | 2014

Sheboygan Fire Department Stations

	<p>Fire Station #1 833 New York Avenue Engine 1</p> <p>Average Daily Staffing: 3</p>
<p>Fire Station #2 2413 South 18th Street Engine 2 Med 2</p> <p>Average Daily Staffing: 4</p>	
	<p>Fire Station #3 1326 North 25th Street – Department Headquarters Rescue 3 Med 3 Trench Rescue Trailer Battalion Chief Car Med 6 (Reserve Ambulance)</p> <p>Average Daily Staffing: 4</p>
<p>Fire Station #4 2622 North 15th Street Ladder 4 Med 4 Engine 6 (Reserve Engine)</p> <p>Average Daily Staffing: 4</p>	
	<p>Fire Station #5 4504 South 18th Street Ladder 5 Engine 7 (Reserve Engine)</p> <p>Average Daily Staffing: 2</p>

Sheboygan Fire Department Annual Report | 2014

Services Provided by the Sheboygan Fire Department

Fire Suppression and Rescue
Rope Rescue
Excavation Rescue
Confined Space Rescue
Water/Ice Rescue
Automobile and Industrial Extrication
Emergency Management
Advanced Life Support Response
Fire Safety Building Inspections

Code Enforcement
Building Plan Review
Fire Safety Training for Businesses
Medical Transports
Public Service/Assistance
Hazardous Materials Response
School Fire Safety Education
Special Event Standby
Fall Prevention Referrals

Equipment, Facilities, and Vehicles Status Update

Equipment

- Self Contained Breathing Apparatus (SCBA) Respirators were all tested and certified. All department SCBAs are nearing the end of their service life and are to be replaced in 2017.
- Breathing-air compressor was serviced and air quality was tested.
- All Hurst extrication equipment was tested and serviced.
- Purchased 7 new helmets and 7 complete sets of structural firefighting protective clothing.

Facilities

- Roof replacement process was started at Station #4 to address leaks.
- Radon remediation was completed at Station #2.

Vehicles

- All fire apparatus equipped with a pump had annual pump testing and recertification.
- A new 2014 Chevrolet Silverado Pick Up Truck Battalion Chief vehicle was placed in service.
- New Tires were installed on Engine #1, Ladder #4, and Ladder #5.
- Leaf springs were replaced on Ladder #5.
- Fleet maintenance through the Department of Public Works continues for both routine maintenance and repairs.



BATTALION CHIEF VEHICLE PLACED INTO SERVICE IN 2014

Sheboygan Fire Department Annual Report | 2014

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	48	0.96%
113 - Cooking fire, confined to container	55	1.09%
114 - Chimney or flue fire, confined to chimney or flue	1	0.02%
121 - Fire in mobile home used as fixed residence	1	0.02%
131 - Passenger vehicle fire	11	0.22%
141 - Forest, woods or wildland fire	1	0.02%
142 - Brush or brush-and-grass mixture fire	2	0.04%
151 - Outside rubbish, trash or waste fire	7	0.14%
160 - Special outside fire, other	1	0.02%
162 - Outside equipment fire	1	0.02%
211 - Overpressure rupture of steam pipe or pipeline	1	0.02%
251 - Excessive heat, scorch burns with no ignition	8	0.16%
300 - Rescue, EMS incident, other	44	0.88%
311 - Medical assist, assist EMS crew	340	6.76%
320 - Emergency medical service, other	7	0.14%
321 - EMS call, excluding vehicle accident with injury	3350	66.65%
322 - Motor vehicle accident with injuries	94	1.87%
323 - Motor vehicle/pedestrian accident (MV Ped)	17	0.34%
324 - Motor vehicle accident with no injuries.	23	0.46%
331 - Lock-in (if lock out , use 511)	12	0.24%
341 - Search for person on land	9	0.18%
342 - Search for person in water	1	0.02%
350 - Extrication, rescue, other	1	0.02%
352 - Extrication of victim(s) from vehicle	8	0.16%
353 - Removal of victim(s) from stalled elevator	6	0.12%
354 - Trench/below-grade rescue	1	0.02%
356 - High-angle rescue	1	0.02%
360 - Water & ice-related rescue, other	1	0.02%
381 - Rescue or EMS standby	5	0.10%
411 - Gasoline or other flammable liquid spill	13	0.26%
412 - Gas leak (natural gas or LPG)	32	0.64%
413 - Oil or other combustible liquid spill	13	0.26%
422 - Chemical spill or leak	38	0.76%
423 - Refrigeration leak	1	0.02%
424 - Carbon monoxide incident	22	0.44%
440 - Electrical wiring/equipment problem, other	3	0.06%
441 - Heat from short circuit (wiring), defective/worn	5	0.10%
442 - Overheated motor	10	0.20%
443 - Breakdown of light ballast	2	0.04%
444 - Power line down	3	0.06%
445 - Arcing, shorted electrical equipment	6	0.12%
461 - Building or structure weakened or collapsed	2	0.04%
463 - Vehicle accident, general cleanup	1	0.02%
481 - Attempt to burn	1	0.02%
500 - Service Call, other	3	0.06%
511 - Lock-out	28	0.56%

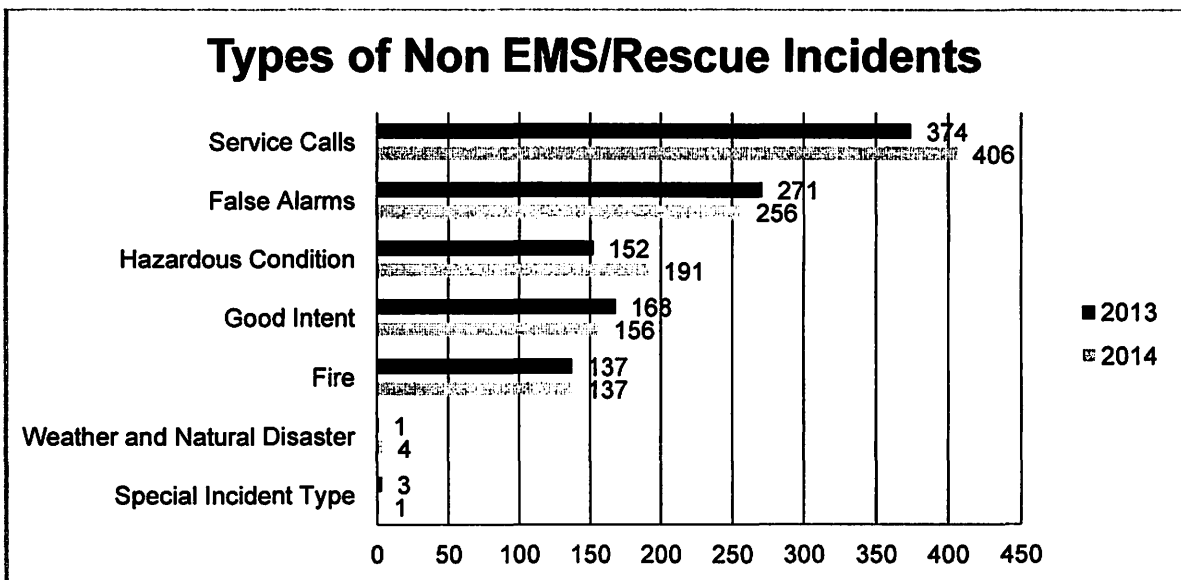
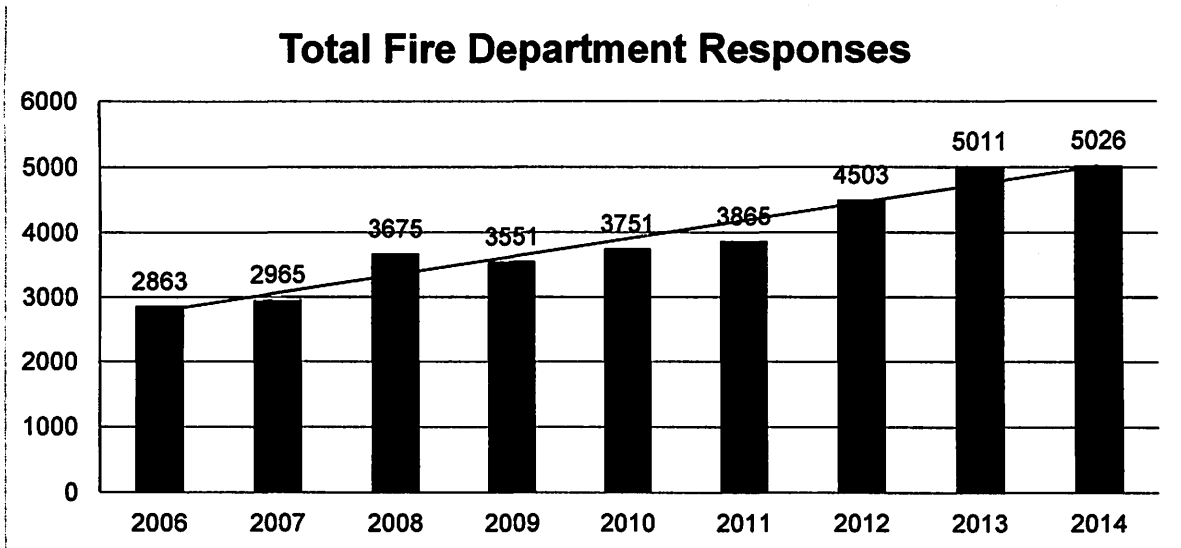
Sheboygan Fire Department Annual Report | 2014

520 - Water problem, other	8	0.16%
521 - Water evacuation	11	0.22%
522 - Water or steam leak	18	0.36%
531 - Smoke or odor removal	4	0.08%
542 - Animal rescue	4	0.08%
550 - Public service assistance, other	1	0.02%
551 - Assist police or other governmental agency	25	0.50%
552 - Police matter	9	0.18%
553 - Public service	45	0.90%
554 - Assist invalid	149	2.96%
555 - Defective elevator, no occupants	1	0.02%
561 - Unauthorized burning	68	1.35%
600 - Good intent call, other	28	0.56%
611 - Dispatched & cancelled en route	38	0.76%
621 - Wrong location	1	0.02%
622 - No incident found on arrival at dispatch address	10	0.20%
631 - Authorized controlled burning	23	0.46%
651 - Smoke scare, odor of smoke	24	0.48%
652 - Steam, vapor, fog or dust thought to be smoke	4	0.08%
661 - EMS call, party transported by non-fire agency	5	0.10%
671 - HazMat release investigation w/no HazMat	35	0.70%
700 - False alarm or false call, other	1	0.02%
712 - Direct tie to FD, malicious false alarm	1	0.02%
713 - Telephone, malicious false alarm	1	0.02%
714 - Central station, malicious false alarm	2	0.04%
715 - Local alarm system, malicious false alarm	8	0.16%
731 - Sprinkler activation due to malfunction	11	0.22%
732 - Extinguishing system activation due to malfunction	1	0.02%
733 - Smoke detector activation due to malfunction	61	1.21%
734 - Heat detector activation due to malfunction	1	0.02%
735 - Alarm system sounded due to malfunction	41	0.82%
736 - CO detector activation due to malfunction	31	0.62%
740 - Unintentional transmission of alarm, other	1	0.02%
741 - Sprinkler activation, no fire - unintentional	13	0.26%
743 - Smoke detector activation, no fire - unintentional	45	0.90%
744 - Detector activation, no fire - unintentional	6	0.12%
745 - Alarm system activation, no fire - unintentional	40	0.80%
746 - Carbon monoxide detector activation, no CO	7	0.14%
812 - Flood assessment	1	0.02%
900 - Special type of incident, other	1	0.02%
911 - Citizen complaint	2	0.04%
TOTAL INCIDENTS:	5026	100.00%

Sheboygan Fire Department Annual Report | 2014

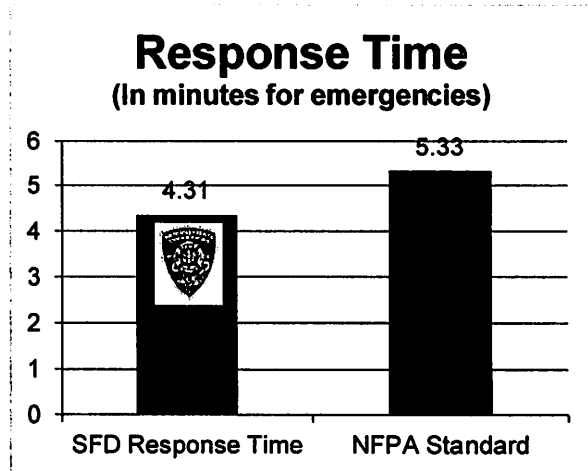
Response Statistics

Total Number of Responses

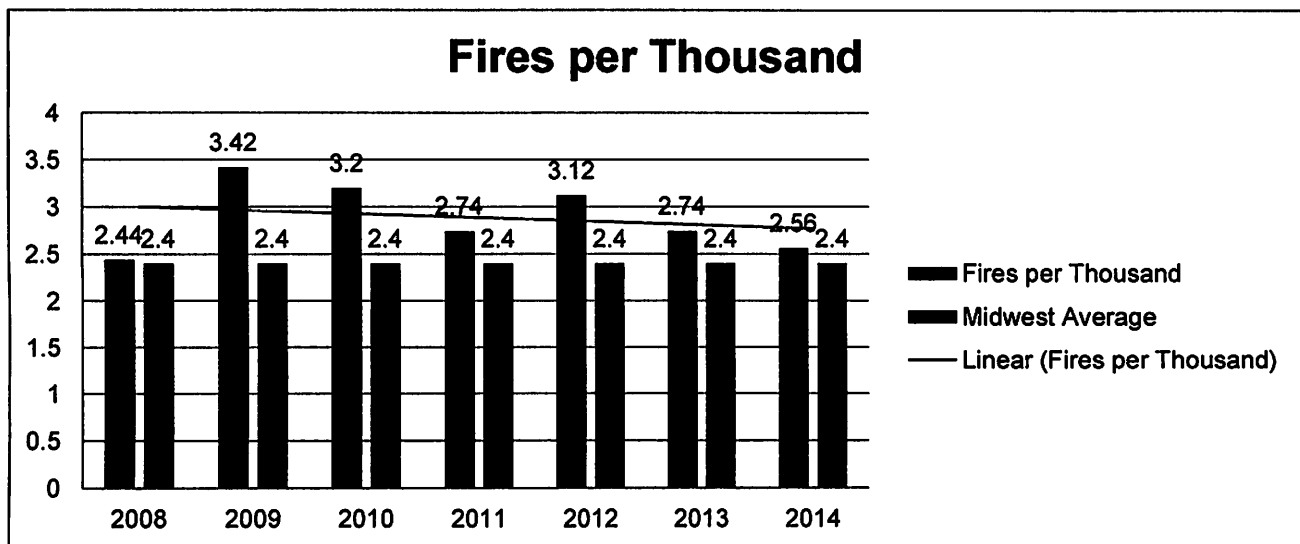


Response Time

The measure of any organization's effectiveness in a given area requires determining what is expected of that organization by some standard and to then determine the organization's position relative to that standard. For fire department effectiveness in the realm of mitigating emergency incidents such as fire and EMS delivery, an enormous factor is response time. The Sheboygan Fire Department has been proactive and diligent in assuring that response time to requests for help meets or exceeds the standards established by the National Fire Protection Association (NFPA) for career departments.

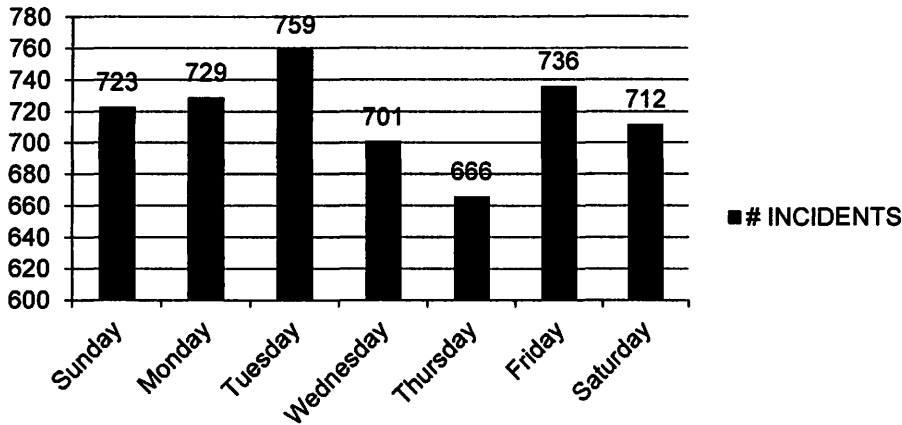


In fire and EMS response, the time from the occurrence of an emergency situation to the time the department can arrive and begin to correct the problem is literally a matter of life and death. For EMS responses, it is a matter of correcting a potentially life-threatening situation before the situation becomes irreversible or in the case of a fire, reaching potentially viable fire victims prior to being unable to escape and to contain a growing fire to its area of origin as soon as possible. Above is representation of the Sheboygan Fire Department's average response time to all incidents in the City of Sheboygan relative to the standard set forth by NFPA for career departments. This includes both EMS and Fire responses.



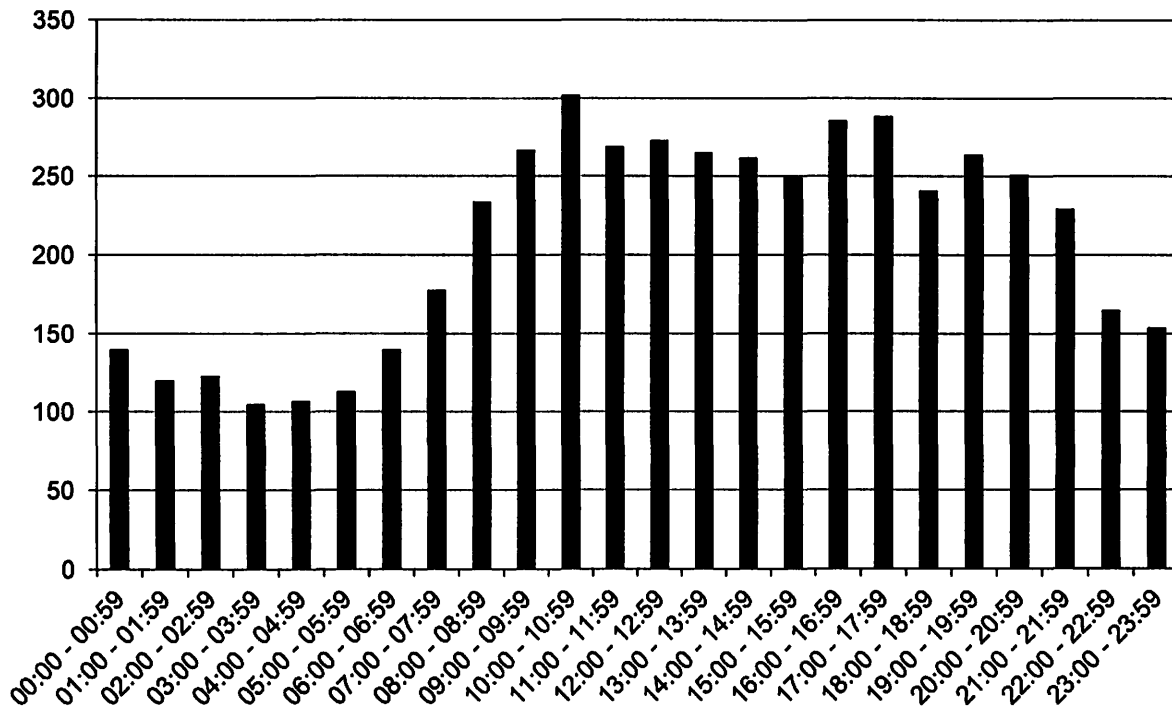
* Source: NFPA's Survey of Fire Departments for 2013 U.S. Fire Experience.

2014 Calls by Day of Week

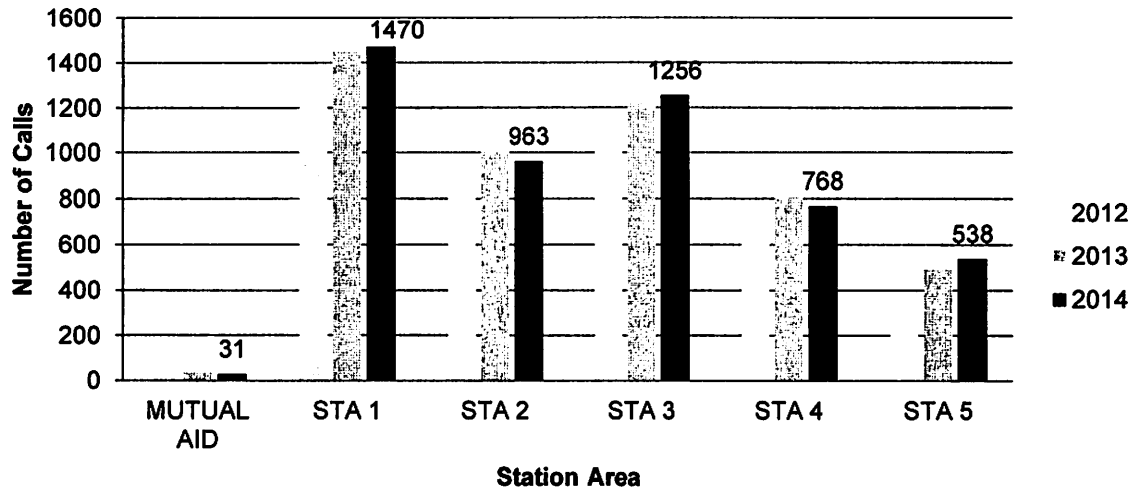


The *Calls by Day of Week* and *Calls by Time of Day* graphs are indicators of when requests for the Fire Department occur in Sheboygan. While there are some patterns that are seen, these graphs match trends nationally overall and also indicate that requests happen at all times.

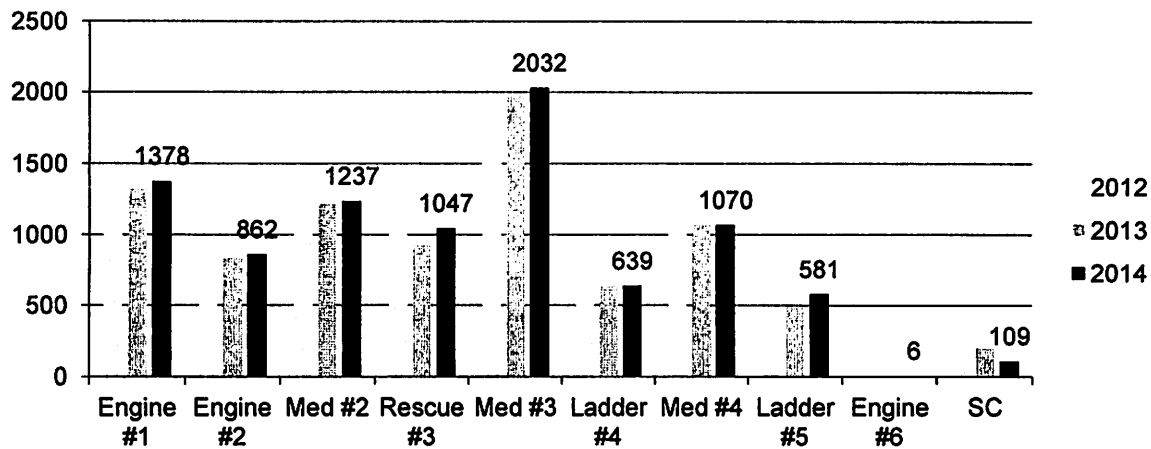
2014 Calls by Time of Day



Number of Responses by Station Area



Response Requests by Apparatus



The *Response Requests by Apparatus* graph is a representation of the total number of times that a specific fire unit was dispatched as part of a response. This is an indicator of the multiple unit assignments that occur rather than a one-for-one apparatus response to call number. The average number of vehicles assigned is 1.78 apparatus per response. The majority of fire department responses are assigned two units primarily due to the number of emergency medical call response requests. More complex incidents will require more vehicles and manpower and working fire responses may have as many as 10 units assigned.

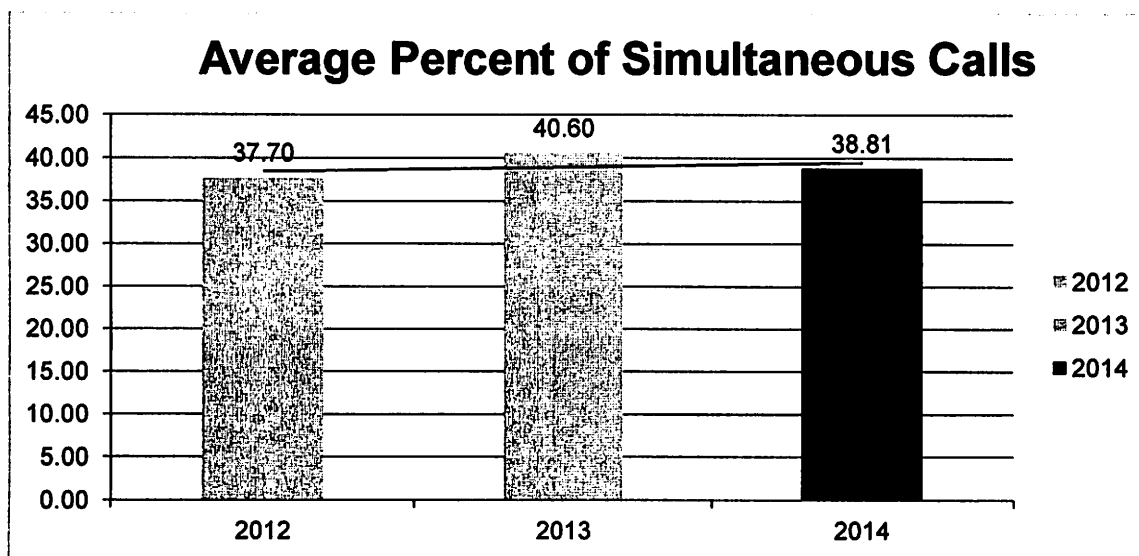
The *Response Requests by Station Area* graph is the total number of incidents for 2014 as divided by Fire Station Single Alarm response area as designated by the fire department. These response areas are established to maintain appropriate response times as set forth by the National Fire Protection Association (NFPA).

Sheboygan Fire Department Annual Report | 2014

Mutual Aid Given/Received

	2012	2013	2014
Incidents with Mutual Aid Received	5	7	5
Incidents with Mutual Aid Given	8	9	8
Other Responses Outside of City	5	20	26

Concurrent Calls

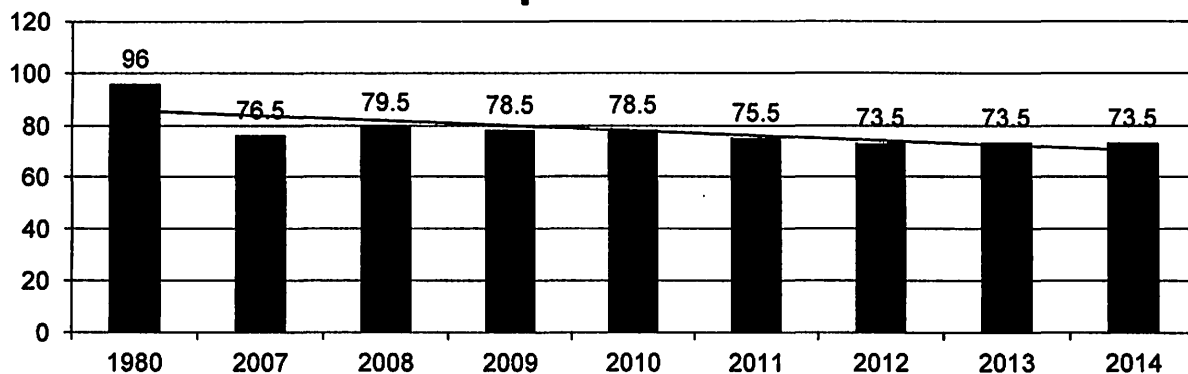


The measure of simultaneous calls represents the percentage of total call requests for the fire department while another call or multiple calls are already in progress. Generally speaking the call requests are random and in 2014 there was a slight decrease in concurrent calls from the previous year, but that decrease was insignificant and represented a relatively flat or slight increase in occurrences over previous years measured.

Fire Deaths

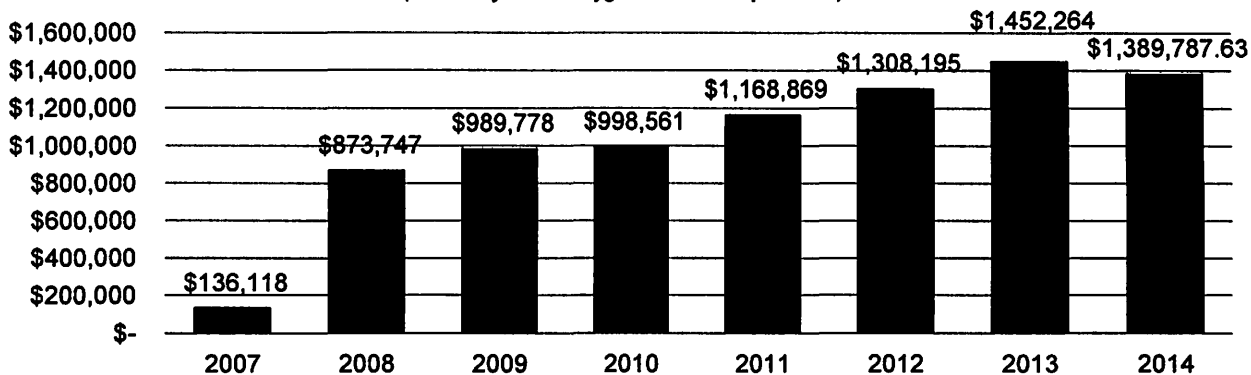
	2012	2013	2014
Fire Deaths	0	1	1

Fire Department FTEs

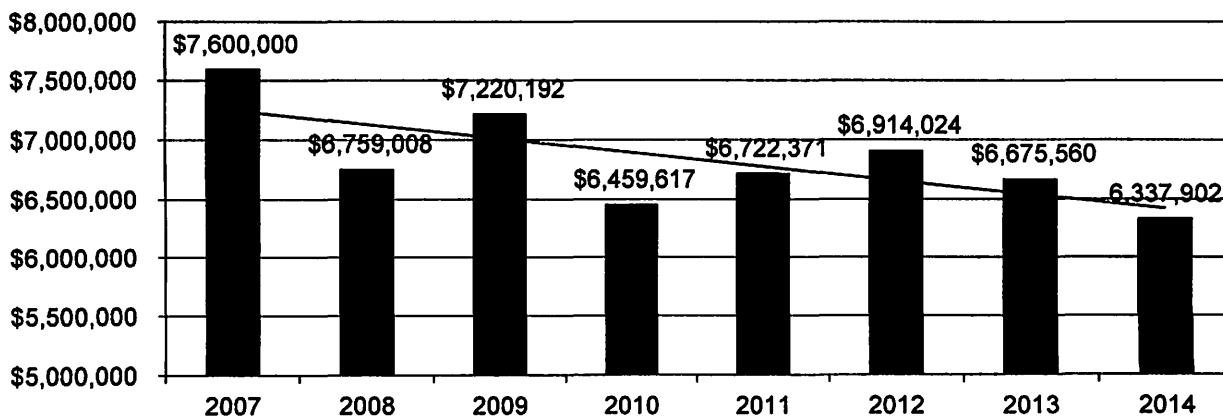


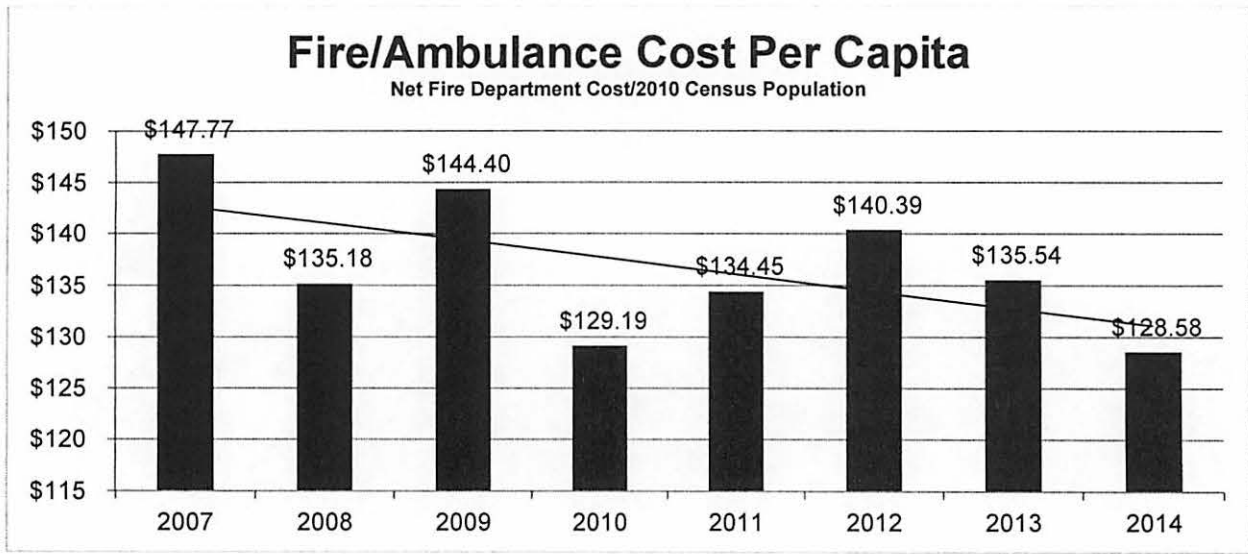
Fire Department Revenues

(From City of Sheboygan Finance Department)



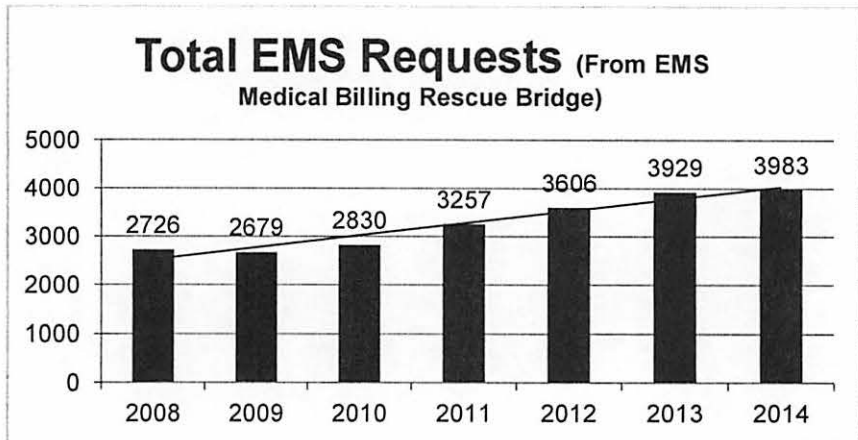
Fire Department Net Cost





Emergency Medical Services

The Sheboygan Fire Department has provided emergency medical care for the citizens of Sheboygan for many years and as of January 1st, 2008 has been a licensed ambulance service provider with the State of Wisconsin. The personnel of the fire department are cross-trained in both fire services and emergency medical care. This duality of skills and equipment provides a very efficient model for providing both EMS and fire services to the community at a very high level.



Response time requirements based on progression timelines for both critical medical events and fires are very similar which makes the medical response pair well with the existing fire department infrastructure. When responding to fire and technical rescue related responses, the cross-trained firefighter can apply the necessary skills to the problem at hand whether it is fire or an injured person, or both.

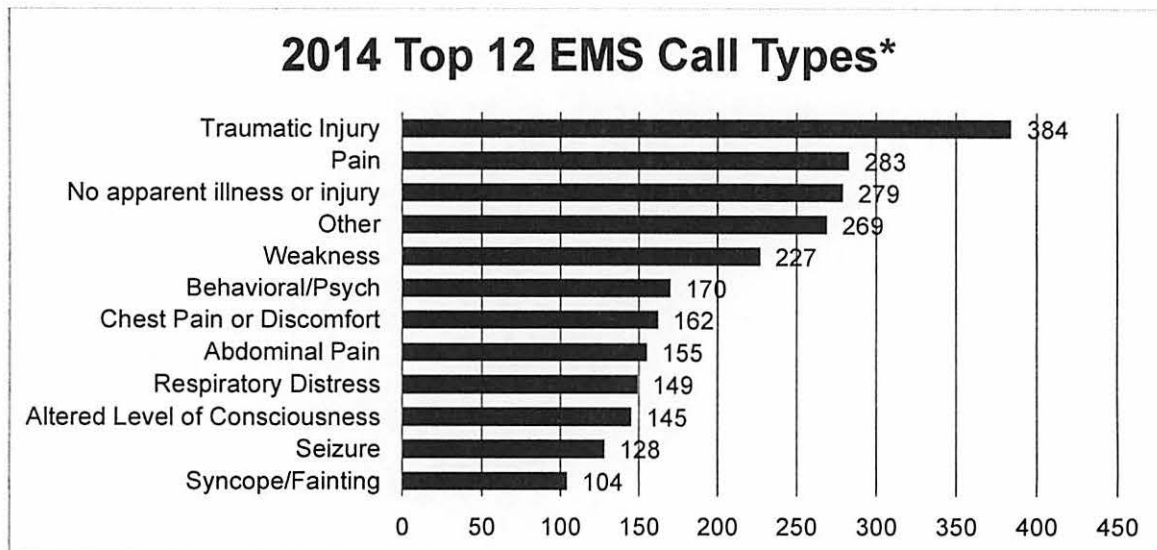
In 2014, the fire department responded to nearly 4000 requests for medical service. A breakdown of those requests by year over the past five years can be seen in the graph below. Of those responses, approximately 83% of those patients got transported to either a local facility, or to a facility outside of the

Sheboygan Fire Department Annual Report | 2014

city in order to get a higher level of care. Many of those people get care on scene and avoid a trip to the hospital by ambulance.

In 2012, the fire department changed medical directors. Dr. Steven Zils continues to fulfill the responsibilities of Service Medical Director. As a result, the department has been able to continue serving at a high level and also move forward with new medical protocols, more consistent training, and a move toward better quality assurance measures.

The number of EMS responses by the fire department compared to other types of requests is very consistent with departments across the country according to the National Fire Protection Association statistics for fire responses. This holds true even for departments who do not provide ALS transport services. This is due largely to the fact that those departments provide for first response and other supportive duties to those incidents as well.



*DATA IS FROM RESCUE BRIDGE REPORTING SOFTWARE BY PROVIDER IMPRESSION

Health, Wellness and Safety

The personnel of the fire department are its most valuable asset. The importance of the health and well being of those individuals cannot be overstated. The ability of firefighters to carry out their mission in service to the public requires that they be physically fit, protected from injury, and cared for properly if injuries or exposures would occur. Like any quality business, the



Sheboygan Fire Department Annual Report | 2014

safety of its employees is at the top of the priority list and is probably mandated through statute and through industry standards. The Sheboygan Fire Department is dedicated to protecting the safety of its employees.

The use of respirators is vital to the service provided by the department and the Sheboygan Fire Department maintains an Occupational Health and Safety Administration (OSHA) compliant respiratory protection program as mandated in SPS 330; complete with all of the requirements including education, medical testing, fit testing of respirators, equipment purchasing, and maintenance and testing of all equipment including respirators and air supplies.

As part of the respiratory protection program, the department provides for medical clearance and testing to assure that employees are fit to be wearing and working using respirators.

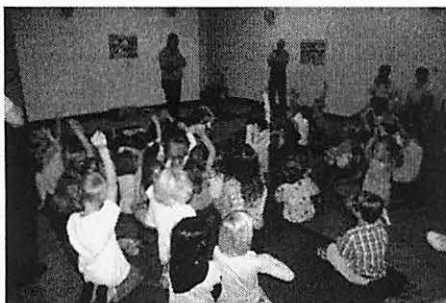
In addition to the respiratory mask fit testing performed for its members, the Sheboygan Fire Department provided fit testing services to 8 county fire departments, the Sheboygan County Health and Human Services Office and Lakeshore Community Health Clinic. The revenue from these services, as planned, will assist in replacement of the equipment at the end of its service life and also is an example of shared services between governmental agencies as well as private businesses.

Safety Committee

The Sheboygan Fire Department safety committee is composed of representatives from all stations as well as staff of the department. The group meets several times throughout the year to discuss and address matters of safety concern for the employees of the department. Items such as day-to-day procedures, fireground operations, and station safety are just some of the topics discussed.

Fire Prevention and Public Education

In an effort to reduce the loss of life, injury, and property loss in the City of Sheboygan, the Sheboygan Fire Department is dedicated to providing education to the public as part of its mission.



As the hazards presented to the public change, so will the program offerings to the public. It is the department's intent to keep the education of our firefighters current to better offer training to the public about the hazards faced by members of the public and how to better avoid them.

While it is a core mission of the Sheboygan Fire Department to respond to and mitigate incidents in the City of Sheboygan, it is also the department's mission to reduce the number and severity of those incidents by proper code development and enforcement, effective and efficient response, and ongoing public education. It is through this continuous and comprehensive program of education

that the department maintains a culture of safety in the community.

This general program area of public education is vital to the success of the fire department mission. The funding for the materials used for the school programs is largely generated through a program developed and operated by the National Fire Safety Council (NFSC). Each year, local businesses are solicited for

Sheboygan Fire Department Annual Report | 2014

donations toward the program by NFSC on the department's behalf and those funds are used by the department to purchase all of the fire prevention materials used in the public education programs delivered in the schools.

Elementary School Programs

The Sheboygan Fire Department provides for fire and general safety education to students in grades kindergarten through fourth grade through a comprehensive program that reaches every school age child in the City of Sheboygan for five years running. This program uses materials from the National Fire Safety Council and is delivered by station personnel in the schools. In 2014, the Sheboygan Fire Department gave approximately 130 individual programs in the schools and had personal contact with approximately 4500 children with fire safety messages and activities. This continued program is a major contributing factor to the culture of safety in this community.



FAMILIES PARTICIPATE IN ACTIVITY GAME DESIGNED AND BUILT BY DEPARTMENT MEMBER

Career Connections

The Sheboygan Fire Department participates in the Career Connections program at Lakeshore Technical College in an effort to bring information to high school students from the area about the fire service as a career. An effort is made to encourage students of all backgrounds to consider the fire service for their career.

Aurora Bicycle Helmet Program

The Sheboygan Fire Department partners with Aurora Sheboygan Memorial Hospital and utilizes fire station locations as a venue for their bicycle helmet program. This allows this program to reach children and adults in all areas of the city with the message of bicycle safety and proper fit and wearing of bicycle helmets.

2014 Fire Academy

The Fire Academy program is held once a year as part of the department's complete school program delivery with the intent of educating children in a progressive manner about fire safety and accident prevention. This program is held at Fire Station #3 and is primarily geared toward smaller schools and home schooled children. This year nearly 200 students, teachers, and parents attended this year's Fire Academy.

The overall benefit to the community is the continued safety awareness education of our children. This particular program specifically benefits the smaller schools as well as the department by providing an efficient way to meet the needs of these schools that have limited enrollments.



Sheboygan Fire Department Annual Report | 2014

Safety Town

The fire department participates annually with other emergency response entities to educate children about various safety topics and behaviors. This includes educational activities as well as exposure to the fire department through the use of tours and interactive activities.

The direct benefit of the program is the increased safety awareness for those who are in attendance. The indirect benefit is a better working relationship and interaction between the various local response agencies involved in the program.

Fire Extinguisher Training Program

The department has special props designed for the purpose of teaching fire extinguisher safety and use to businesses and organizations and their employees. The department fire extinguisher training program is designed to increase awareness, skill, safety and confidence for members of the public in the area of fire extinguishers, thus increasing safety and decreasing fire loss.

Parades (4)



The Sheboygan Fire Department participates with 1-2 vehicles in the Fourth of July Parade, Sheboygan Bratwurst Day Parade, Memorial Day Parade, and the Holiday Parade.

The Sheboygan Fire Department has been a long standing participant in the parade events in the City of Sheboygan. Our involvement in these events promotes a sense of community by displaying various pieces of apparatus in parades and generally supporting parade events to help with their continued success. The fire department's presence creates an awareness of the fire department in the community and aids in the positive promotion of safety.

Station Tours

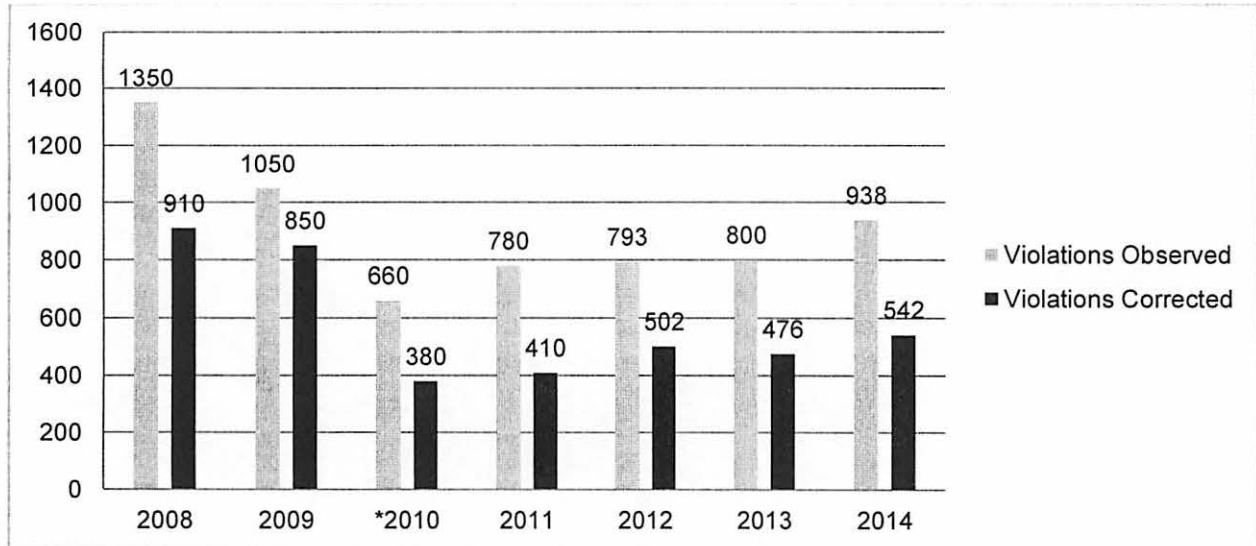
As always, the fire department has provided tours of the fire stations and apparatus to families and organizations from the City of Sheboygan. This gives the fire personnel the opportunity to showcase the fire department to the public and to reach out to small children and families with the message of fire safety.

Fire Inspection

As mandated by statute, the Sheboygan Fire Department inspects all businesses and residential facilities of three family and larger for potential fire violations and general safety concerns. These inspections are carried out primarily by line firefighters as a normal part of their annual duties. The fire inspection program for the department is coordinated by Battalion Chief Gary Kolberg. In 2014, the department completed approximately 1800 fire inspections. These twice-per-year inspections by line personnel began in 1986 and as a result of that process there has been increased awareness of violations and safety issues by property owners in Sheboygan and

Sheboygan Fire Department Annual Report | 2014

numerous corrections made for existing violations. Value added components to these inspections are better relationships with business owners in general and better awareness and familiarity for firefighters with buildings in the City of Sheboygan.



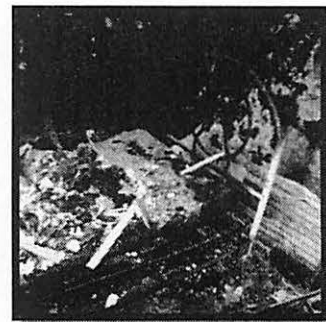
*In 2010, inspections were reduced to once per year for most occupancies in the City of Sheboygan.

Fire Investigation

As a result of the elimination of positions in the Fire Prevention Bureau and the subsequent redistribution of duties, the fire investigations by the department are being performed by a core of investigation trained personnel from within the fire department and the police department.



BURNED INTERIOR ROOM IN A LOCAL RESIDENCE.



BURNED REMAINS OF A BED IN A LOCAL RESIDENCE

The department also has participation and membership with the Sheboygan County Fire Investigation Unit which is a county team comprised of investigation trained individuals from various fire departments within the county.

Members from our department assist with investigations in the areas of the county outside of the city and also members from outside of the city assist our department from time to time with large investigations in the city. This relationship utilizes the concept of shared resources to properly perform mandated investigations of fires for cause and origin as well as potential criminal investigation if necessary. A working relationship with the City of Sheboygan Building Inspection Department is also a very important part of our investigation process that utilizes expertise and experience in other areas of building inspection to determine causes of fires.

Sheboygan Fire Department Annual Report | 2014

Members of the Investigation Team must complete an initial 20 hour basic class in investigation which is presented by the Wisconsin Chapter of the International Association of Arson Investigators (IAAI). Additional training is gathered through seminars, additional classes through the IAAI, and meetings of the Sheboygan County Fire Investigation Unit.

Fire Investigators for the City of Sheboygan are:

- Assistant Chief Vernon Koch
- Deputy Chief Charles Butler
- Captain Ken Molitor
- FF/Paramedic Nic Noster
- FF/Paramedic Tyler Meyer
- FF/Paramedic Michael Lubbert
- FF/P Dean Bauer
- Detective Cameron Stewart



Significant Fires Investigated in 2014

According to State statute it is the responsibility of the Fire Chief to investigate all fires for origin and cause. 137 fires were investigated and documented accordingly by the Incident Commander in charge of those fires. At times, additional assistance and expertise is utilized to investigate fires. In those cases, outside investigators or members of the Sheboygan County Fire Investigation Unit are requested.

The following addresses had fires that required a formal investigation:

- | | | |
|---|---------------------------------------|----------------------------------|
| • 2218 Julson Court | • 1527B North 12 th Street | • 1711A Erie Avenue |
| • 2115 A. South 12 th Street | • 632 Michigan Avenue | • 623 Evans Avenue |
| • 1627 Washington Avenue | • 922 Georgia Avenue | • 2026A Folger Court |
| • #1 Cheyenne Trail | • 1540 Ohio Avenue | • 1816 S 13 th Street |
| • 514 South 14 th Street | • 1108 Indiana Avenue. | |

Training and Resource Development



AN OPPORTUNITY FOR A GROUP PHOTO DURING LIVE BURN TRAINING IN 2014.

The nature of the responsibilities of a fire department requires continuous training of its personnel to assure the best possible chance of a positive outcome when critical incidents occur. This is especially important when those events do not happen very often and you get one chance to get it right. Training and preparation is tailored to create effectiveness, efficiency, and safety when the fire department responds to incidents. The Sheboygan Fire Department provides for training of its employees through many different programs using a variety of methodologies that are designed to best meet the needs of the department both

operationally. Because of the inherent dangers present in the job, many of the training areas are statutorily mandated for the protection of both the employee and the citizens they serve.

The elimination of staff positions within the department has made it necessary to alter how the department plans, prepares, and delivers training. The duties have been redistributed to numerous personnel in an effort to maintain adequate training and monitored compliance with mandatory training requirements. Training for the department is coordinated through Battalion Chief Keith Risse. One of the ways the Sheboygan Fire Department works to maintain cost effective training is through the development and utilization of in-house instructors. These instructors are from both the line and staff of the fire department. Thirteen of the department's instructors are certified through the Wisconsin State Technical College System in various areas including Emergency Medical Services, Technical Rescue, Firefighting, and Incident Management. Where no qualified instructor is available from within the department the department will occasionally send an individual to train-the-trainer education for that topic, or an outside instructor is brought to the department.

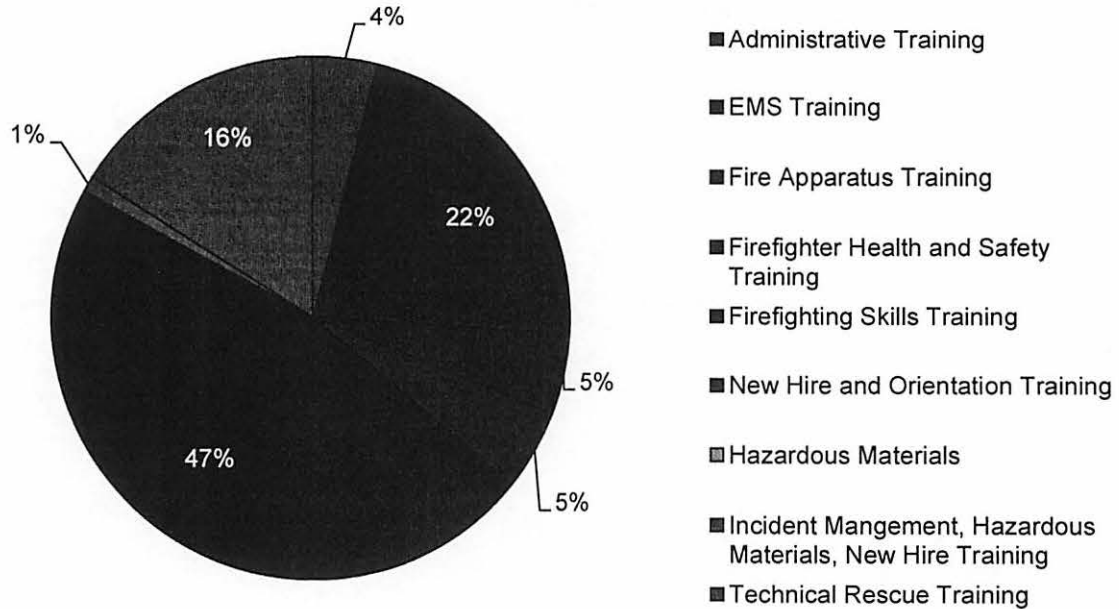


The following is a partial list of the major training topics delivered in 2014:



- Communications Training
- Bloodborne Pathogens Training
- Rope Rescue Training
- Momentive Chemical Familiarization Training
- Confined Space Rescue Training
- Critical Care Paramedic Refresher Training
- Vehicle Extrication
- Fire Prevention Code Review
- Paramedic Refresher Training
- Driver/Operator Pumping Training

2014 Training Delivery Distribution



CATEGORY	TOTAL HOURS
Administrative Training	305
EMS Training	1801
Fire Apparatus Training	394
Firefighter Health and Safety Training	392
Firefighting Skills Training	3892
New Hire Training and Orientation	9
Hazardous Materials Training	84
Incident Management Training	20
Technical Rescue Training	1334
TOTAL TRAINING HOURS	8231

Support Services and Maintenance

The proper preventative maintenance and repair program for fire department vehicles and stations is critical to ensure that they are in a continuous state of readiness and that they are completely reliable when in service and responding to incidents. Proactive maintenance schedules, daily, weekly and monthly equipment and vehicle checks are key elements to this program.

Maintenance of Sheboygan Fire Department vehicles and stations is coordinated by Battalion Chief Dean Klein. With the retirement of the Fire Department's dedicated mechanic and the subsequent changes in the assignment of duties, the Fire Department has worked cooperatively with the Department of Public Works to develop a maintenance program for fire department vehicles.

Because the mechanics at the Department of Public Works have limited training and experience with certain fire department specialty equipment such as pumps, ladders, etc., it is necessary to use outside vendors at times for repairs and maintenance on those pieces of equipment. The department is investigating the possibility of further training in those areas for public works mechanics to be able to bring some of those maintenance needs in-house as well.

The expected service life for fire apparatus is twenty five years for engines and ladders and ten years for ambulances. That is remarkable service considering the demanding use of these vehicles. According to the National Fire Protection Association (NFPA), front line fire apparatus should be replaced every 15 years and moved to reserve status for an additional 10 years and no fire apparatus should be in service for more than 25 years.

Grants Awarded

Wisconsin DNR Forest Fire Protection Grant

In 2014, the Sheboygan Fire Department was successful in applying for and receiving a funding grant from the Wisconsin Department of Natural Resources as part of the Forest Fire Protection Grant. The intent of the grant is to better prepare departments to safely and effectively combat wildland type fires here in Wisconsin and specifically in their own jurisdictions or as part of a mutual aid agreement with surrounding departments.

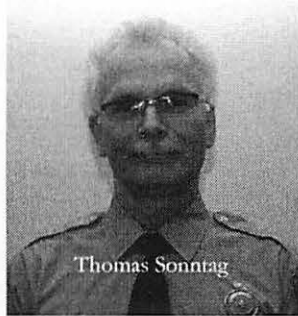
Total grant funds to the City of Sheboygan were \$4,341.81. This represents a 50% matching share of an almost \$9,000.00 project.

Acquisitions from the grant were primarily Firefighter Personal Protective Equipment (PPE) that is specifically designed for fire operations in the wildland environment. This would allow firefighters operating for long periods of time in wildland environments to operate safer with lighter weight gear than typical structural firefighting gear. Twenty complete sets of firefighting PPE along with three sets of chainsaw operator PPE and various tool items were purchased and placed into service in the event of such an operational need.

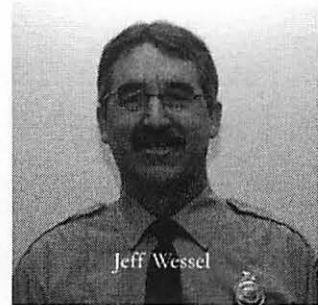
Retirements in 2014



CAPTAIN RANDALL BAUER

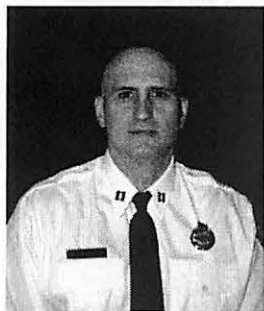


FEO THOMAS SONNTAG



LIEUTENANT JEFFREY WESSEL

Promotions in 2014



CAPTAIN
TIMOTHY KOHLBECK

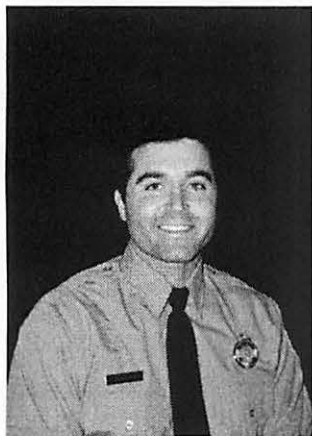


LIEUTENANT
CHASE LONGMILLER



LIEUTENANT
JAMON INGELSE

New Employees



The Sheboygan Fire Department and the City of Sheboygan welcome new Firefighter/Paramedic to the department.

Jeffrey Granke was sworn in on 8/4/2014.

Congratulations Jeff!

In Memoriam



George Adams

Born: 1915
Appointed: 1948
Retired: 1974
Retired a Lieutenant
Returned to Quarters: 2014

Thank you to Asher Heimermann of Incident Response for his photographs that appear in this annual report.

II

R. O. No. - 15 - 16. By CITY CLERK. May 18, 2015.

Submitting a Summons and Complaint in the matter of Ocwen Loan Servicing, LLC vs. Linda C. Castro et al.

Finance

Susan Richards

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Plaintiff,

vs.

Linda C. Castro
1604 S 4th St
Milwaukee, WI 53204-2911

John Doe Castro
1604 S 4th St
Milwaukee, WI 53204-2911

Partners for Community Development, Inc.
1407 S 13th St
Sheboygan, WI 53081-5247

City of Sheboygan
828 Center Ave Ste 302
Sheboygan, WI 53081-4442

TD Bank USA
525 Washington Blvd Fl 4
Jersey City, NJ 07310-1606

Defendants.

SUMMONS

Case No.

15CV0261

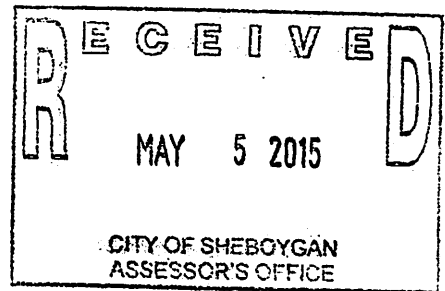
Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

CIRCUIT COURT BRANCH #4
TERENCE T BOURKE
315 N SIXTH STREET
SHEBOYGAN WI 53081

SHEBOYGAN COUNTY
WISCONSIN
2015 APR 27 P 3:54
CLERK CIRCUIT COURT
FILED



THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the

Mull Wasieleski
5-5-15 3:58 PM

address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 23rd day of April, 2015.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

Steven E. Zablacki
State Bar No. 1027190
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
063400F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

COMPLAINT

Plaintiff,

Case No. 15CV0261

vs.

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

Linda C. Castro
1604 S 4th St
Milwaukee, WI 53204-2911

John Doe Castro
1604 S 4th St
Milwaukee, WI 53204-2911

Partners for Community Development, Inc.
1407 S 13th St
Sheboygan, WI 53081-5247

City of Sheboygan
828 Center Ave Ste 302
Sheboygan, WI 53081-4442

TD Bank USA
525 Washington Blvd Fl 4
Jersey City, NJ 07310-1606

Defendants.

CLECK CIRCUIT COURT
FILED
2015 APR 27 P 3:59
SHEBOYGAN COUNTY
WISCONSIN

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by Linda C. Castro.
3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$64,803.79 together with interest from the 1st day of October, 2014.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption; thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe Castro has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Linda C. Castro.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

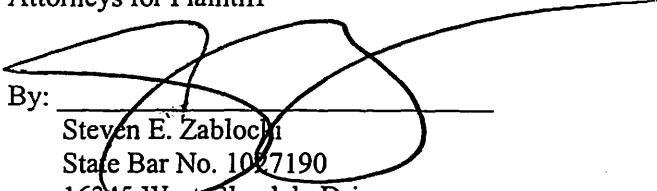
4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 23rd day of April, 2015.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 
Steven E. Zablocki
State Bar No. 1027190
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Wisconsin

NOTE

February 16, 2011
[Date]

2515 SOUTH 7TH STREET, SHEBOYGAN, WI 53081
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means AMERICAHOMEKEY, INC.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Seventy Nine Thousand One Hundred Eighty Four And No/1000ths

Dollars (U.S. \$ 79,184.00 ***), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Four And 500/1000ths percent (4.500 %) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on April 1, 2011. Any principal and interest remaining on the first day of March, 2026, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. Box 674241, Dallas, TX 75267-4241

or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 605.75 ***. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

FHA Wisconsin Fixed Rate Note - 10/95

VMP-1R(WI) (0404)

VMP Mortgage Solutions, Inc. (800)521-7281

Page 1 of 3

Initials: 

CASTRO L

4

Date: 02/23/2011

EXHIBIT A

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four And No/1000ths percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this

Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Linda C. Castro (Seal)
LINDA C. CASTRO -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Pay to the order of

_____ (Seal)
-Borrower

Without Recourse: _____ (Seal)
-Borrower

Donna Valerius
Donna Valerius, Authorized Officer
GMAC Mortgage, LLC f/k/a
GMAC Mortgage Corporation

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Pay to the order of
GMAC Mortgage, LLC

Without Recourse:

[Sign Original Only]

Helen Miller
Helen Miller, Assistant Secretary
Ally Bank f/k/a GMAC Bank

PAY TO THE ORDER OF **Ally Bank f/k/a GMAC Bank**

WITHOUT RECOURSE
AMERICAN HOME BAY, INC.

By: _____
Printed Name: Kathy Shadle
Title: Exec. Vice President

[REDACTED]



8 0 1 7 2 1 8
Tx:4009628

MORTGAGE

DOCUMENT NUMBER

1921245
SHEBOYGAN COUNTY, WI
RECORDED ON
03/14/2011 3:00 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 9

NAME & RETURN ADDRESS
AMERICAHOMEKEY, INC.

P.O. Box 191708
Dallas, TX 75219

PARCEL IDENTIFIER NUMBER
59281310760

[Space Above This Line For Recording Data]

[REDACTED]
State of Wisconsin

[REDACTED]

[REDACTED]

THIS MORTGAGE ("Security Instrument") is given on February 16, 2011
The Mortgagor is LINDA C. CASTRO, A SINGLE PERSON

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

AMERICAHOMEKEY, INC.

("Lender") is organized and existing under the laws of the State of Texas, and has an address of 3838 Oak Lawn, Suite 1050, Dallas, TX 75219

Borrower owes Lender the principal sum of Seventy Nine Thousand One Hundred Eighty Four And No/1000ths Dollars (U.S. \$ 79,184.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2026

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and

FHA Wisconsin Mortgage with MERS - 4/96

Wolters Kluwer Financial Services

VMP®-4N(WI) (0305) 01

Amended 2/01

Page 1 of 9

Initials:

[Handwritten Signature]

[REDACTED]

9

EXHIBIT B

assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin: LOT 39 AND THE S1/2 OF LOT 40, BLOCK 10, LAKE VIEW PARK SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

which has the address of 2515 SOUTH 7TH STREET (Street)
SHEBOYGAN (City), Wisconsin 53081 (Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.



13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider

Growing Equity Rider

Other [specify]

Planned Unit Development Rider

Graduated Payment Rider

YC

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


LINDA C. CASTRO (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF WISCONSIN,

County ss:

Shubegan

The foregoing instrument was acknowledged before me this *2-16-11*
by LINDA C. CASTRO

My Commission Expires:

7-15-12

Hollie R. O'Neil

Notary Public, State of Wisconsin

HOLLIE R. O'NEIL
NOTARY PUBLIC
STATE OF WISCONSIN

This instrument was prepared by:
AMERICAHOMEKEY, INC.
3838 Oak Lawn, Suite 1050
Dallas, TX 75219

LC

EXHIBIT B

FORECLOSURE INFORMATION REPORT

Printed on: 03/19/2015

Altisource[®]

File No: FHT1503-WI-2492524 [REDACTED]

Search Effective Date: March 10, 2015 8:00AM

Report Prepared For: Gray & Associates

Property Address: 2515 South 7th Street, Sheboygan, WI 53081

Title is Vested in: Linda C. Castro, a single person

Subject Mortgage:

1. Mortgage from Linda C. Castro, a single person to MERS, Inc. as nominee for AmericaHomeKey, Inc dated February 16, 2011, recorded March 14, 2011, in (instrument) 1921245, in the amount of \$79,184.00, Sheboygan County, Wisconsin.

Other Mortgage(s):

- Partners for Community Development Inc.
1. Real Estate mortgage subordinate agreement recorded as on 03/14/2011 with instrument no. 1921246, Sheboygan County, Wisconsin.
 2. Real Estate mortgage subordinate agreement recorded as on 03/14/2011 with instrument no. 1921247, Sheboygan County, Wisconsin. City of Sheboygan

Liens/Judgments and Other Encumbrances:

Direct Match(s):

1. Judgment in favor of TD Bank USA against Linda C. Castro, dated October 14, 2014, in the amount of \$1,638.70 plus costs and interest, if any, being Case No. 2014SC002115, Sheboygan County, Wisconsin.

Indirect Match(s):

1. N/A

Home Owner Association:

No HOA found in scope of search.

Other Matters of Record(s):

Affidavit on interest in property recorded as on 08/13/2008 with instrument no. 1858798

Affidavit of correction recorded as on 04/01/2011 with instrument no. 1922198

Termination of decedent's property interest recorded as on 11/13/2006 with instrument no. 1812976

Affidavit on interest in property recorded as on 08/13/2008 with instrument no. 1858799

Please find the attached probate document of Estate of Arnold H. Althen with case no. 2006JT000119

Vesting Deed contains additional information about Easement and restriction however which is not available in Subject mortgage Legal Description.

Please find the attached Plat map.

2014 Taxes are paid in full.

LIEN REPORT

RECEIVED
MAR 19 2015

GRAY & ASSOCIATE

II

R. O. No. - 15 - 16. By CITY CLERK. May 18, 2015.

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of Richard Rupnik requesting a waiver from the Sex Offender Residency restrictions in order to be placed at 1123/1125 N. 14th St. or 930A Michigan Ave. based on availability.

PP+S

Susan Richards

City Clerk

Scott Walker
Governor

Edward Wall
Secretary



MAY 7 '15 PM12:25

3422 Wilgus Avenue
Sheboygan, WI 53081
Phone (920) 459-3097
Fax (920) 459-4386

State of Wisconsin
Department of Corrections

May 7, 2015

To whom it may concern:

The Department of Corrections, on behalf of Richard Rupnik (DOC # 495328...DOB: 7/12/88), is hereby filing an appeal to the Sex Offender Residency Restrictions.

Mr. Rupnik is slated to be released from prison on 6/23/15. Upon his release, the Department would like to place him at a Transitional Living Placement (TLP) residence located at 1123 / 1125 North.14th Street or 930A Michigan Avenue, based on availability.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mike Roehl", with a large, stylized loop at the end.

Mike Roehl
Probation & Parole Agent #71214
3422 Wilgus Ave. Sheboygan, WI 53081
920.459.3484

III

Res. No. - 15 - 16. By Alderperson Carlson. May 18, 2015.

A RESOLUTION authorizing application for the 2015 Justice Assistance Grant Program Award (Local Solicitation) and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$15,183 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions, and

WHEREAS, in order to obtain the grant in the amount of \$15,183, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing, and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement;

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2015 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan under terms similar to previous memoranda of understanding with Sheboygan County for previous similar grant award sharing.

pp 5.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. -15 - 16. By Alderperson Belanger. May 18, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into a State/Municipal Agreement (dated April 21, 2015), I.D. 4640-05-71 for design and construction of STH 42 (Prange Road to Taylor Drive) scheduled for 2015 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of STH 42 (Prange Road to Taylor Drive) for the proposed sum of \$5,577,597 of which the Federal/State share is \$5,577,597.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

Pub Wks.

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

VI

R. C. No. - 15 - 16. By PUBLIC PROTECTION AND SAFETY. May 18, 2015.

Your Committee to whom was referred R. O. No. 1-15-16 by the Chief of Police submitting his quarterly report showing activities of his department for the period commencing January 1, 2015 and ending March 31, 2015; recommends that the document be accepted and placed on file.

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



R. O. No. / - 15 - 16. By CHIEF OF POLICE. April 21, 2015.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing January 1, 2015 and ending March 31, 2015.

Part I Crimes	January		February		March		2015 TOTAL 1st QTR Actual Offenses	2014 TOTAL 1st QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	1
Rape	1	0	1	0	1	0	3	10
Robbery	3	3	0	0	1	0	4	3
Aggravated Assault	7	3	5	6	10	8	22	28
Burglary	4	2	5	2	8	4	17	41
Theft	68	35	49	36	50	23	167	194
Vehicle Theft	3	2	2	0	2	1	7	2
Arson	0	0	0	0	0	0	0	1
Total Part I Crimes	86	45	62	44	72	36	220	280
Total Current Actual Offenses		220	Total Current Cleared			125		
Same Quarter Last Year		280	Same Quarter Last Year			169		

*PPS.
Acc File*

Traffic Arrests	
January	180
February	161
March	188
Current Quarter	529
Same Quarter Last Year	696

Other Arrests	
January	297
February	255
March	322
Current Quarter	874
Same Quarter Last Year	1116

Accidents Investigations	
Current Quarter	429
Same Quarter Last Year	513

Total Arrests	
Current Quarter	1403
Same Quarter Last Year	1812

Property	Jan	Feb	Mar	Current Quarter	Same Quarter Last Year
Value Property Stolen	32,200	16,805	17,807	66,812	87,810
Value Property Recovered	21,128	7,008	2,644	30,780	12,985
Percent Recovered	66	42	15	46	15

Chief of Police Christopher D. Domagalski

VIII

R. C. No. _____ - 15 - 16. By FINANCE. May 18, 2015.

Your Committee to whom was referred Res. No. 3-15-16 by Alderperson Bohren and Heidemann directing the appropriate City officials to negotiate a PILOT agreement with Aurora Healthcare; recommends that the attached Substitute Resolution be passed.

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. 3 - 15 - 16.

By Alderpersons Bohren and Heidemann.
May 18, 2015.

A RESOLUTION directing the appropriate City officials to *consider* a PILOT agreement with Aurora Healthcare.

RESOLVED: That the appropriate City officials are hereby directed to *consider* a payment in lieu of taxes (PILOT) agreement with Aurora Healthcare using the guidelines set forth in 2013 Wisconsin Act 20, as part of the conditional use permit *or at another appropriate time* when negotiating with Aurora Healthcare for the new surgery center to be located at 3306 Saemann Avenue.

BE IT FURTHER RESOLVED: That the amount of the considered PILOT include annual adjustments according to changes in the consumer price index.

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

3.3

Res. No. - 15 - 16. By Alderpersons Bohren and Heidemann.
April 21, 2015.

A RESOLUTION directing the appropriate City officials to negotiate a PILOT agreement with Aurora Healthcare.

RESOLVED: That the appropriate City officials are hereby directed to negotiate a payment in lieu of taxes (PILOT) agreement with Aurora Healthcare using the guidelines set forth in 2013 Wisconsin Act 20, as part of the conditional use permit with Aurora Healthcare for the new surgery center to be located at 3306 Saemann Avenue.

BE IT FURTHER RESOLVED: That the amount of the PILOT is to be adjusted annually according to changes in the consumer price index.

*In case
pass Subs Res.*

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

VI

R. C. No. _____ - 14 - 15. By LAW AND LICENSING. May 18, 2015.

Your Committee to whom was referred R. O. No. 301-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that Beverage Operator's License #0720 be denied based on his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity and his record as a repeat law violator.

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

II

Other Matters

9.1

R. O. No. 301 - 14 - 15. By CITY CLERK. April 20, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

*Law & Lic
new Council
5/4/15 - grant all licenses
except hold Shurman
5/18/15 - deny Shurman*

Susan Richards

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2943	Superior Bar & Grill	2607 Superior Ave. - one-day event to be held 6/20/15 to include current premise and the west side front area.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0721	Bloedow, Jomon K.	2021 Saemann Ave.
0734	Chak, Savouna	2207 N. 9 th St.
0727	Fetterer, Aina L.	4407 Primrose Ct., #P208
0726	Hadzidedic, Indira	4243 Honeysuckle Ct., F211
3816	Kautzer, Kathleen A.	1724 Wilson Ave.
0723	Meyers, Erica S.	1637 Woodland Dr., Green Bay
0728	Rauk, Eliot T.	W4130 Sumac Rd., Plymouth
0724	Rolloff, Lisa M.	2614 S. 15 th St.
0733	Schwab, Jacob L.	W4943 Cty Rd. U, Plymouth
0725	Smith, Karen K.	3215 S. 17 th St.
0729	Stair, Ciara A.	26 Selma St., Plymouth
0720	Thurman, Luke R.	1422 N. 7 th St.
0730	Tracy, Caitlin A.	1641 N.11 th St.
0722	Wehmeyer, Allison R.	215 Superior Ave.

TAXICAB DRIVER'S LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0723	Falk-Meyers, Erica S.	1637 Woodland Dr., Green Bay

AMUSEMENT LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3060	TJ's Twisted Chicken	1410 Indiana Ave.

MOBILE HOME PARK LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1366	Sommers Woodhaven Mobile Home	4441 S. 12 th St.

VIII

R. C. No. _____ - 14 - 15. By FINANCE. May 18, 2015.

Your Committee to whom was referred Res. No. 8-15-16 by Alderperson Hammond authorizing a transfer of appropriations in the 2015 Budget (establish revenue and appropriation for State of Wisconsin CDBG Disaster Recovery Funding for Pennsylvania Ave. Storm sewer and roadway projects); recommends that the Resolution be passed.

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

4.5

Res. No. 8 - 15 - 16. By Alderperson Hammond. May 4, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish estimated revenue and appropriation for State of Wisconsin CDBG Disaster Recovery Funding for Pennsylvania Ave. storm sewer and roadway projects totaling \$493,500:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Projects Fund State of Wisconsin Grant 40032100-434201	Capital Projects Fund Storm Sewer 40033150-631500	\$131,250
	Paving 40033140-631200	\$318,750
	Engineering 40032100-521900	\$37,500
	Grant Administration 40061100-521100	\$6,000

*Finance
Approve*



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



Gen. Ord. No. - 15 - 16 . By Alderperson Carlson. May 18, 2015.

AN ORDINANCE amending Subsection 26-554(4) of the Municipal Code relating to the fee for commercial plan review.

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

Section 2. Subsection 26-554(4) of the Sheboygan Municipal Code entitled "Fees" is hereby amended so as to provide as follows:

"Sec. 26-554. Fees.

The fees for permits, registrations and inspections required by the provisions of this article shall be as follows:

. . .

(4) Commercial plan review - State charge, plus \$10.00.

. . ."

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.

PPS.

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

~~XXXX~~

Gen. Ord. No. - 15 - 16 . By Alderperson Carlson. May 18, 2015.

AN ORDINANCE amending Subsection 26-38(13) of the Municipal Code relating to plan examination fees for commercial/industrial alterations and additions, and heating plans, lighting and energy calculations to heating plans.

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

Section 1. Subsection 26-38(13) of the Sheboygan Municipal Code entitled "Plan examination and permit fees" is hereby amended so as to provide as follows:

"Sec. 26-38. *Plan examination and permit fees.*

. . . .

(13) Plan examination:

. . . .

c. Commercial/industrial alterations and additions - State charge, plus \$10.00.

. . . .

e. Heating plans, lighting and energy calculations to heating plans - State charge, plus \$10.00."

pps

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

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

R. O. No. _____ - 15 - 16. By CITY CLERK. May 18, 2015.

Submitting various license applications for the period ending June 30, 2016.

Law & Lic.

Susan Richards

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2880	Anglers Avenue	518 S. Pier Dr. - three-day events to be held June 5,6,7; July 3,4,5 & Aug. 28, 29, & 30 th , 2015 to include current premise, east side of building and grassy area north of the patios.
2805	Blue Harbor Resort	725 Blue Harbor Dr. - one-day event to be held 7/4/15 to include current premise and the outside lawn area of the Latitude restaurant.
2762	Braveheart Pub	2120 Calumet Dr. - one-day events to be Held 7/4/15, 7/25/15, 8/14/15 & 8/15/15 to include the current premise and the southeast parking lot area.
2949	Harrys Prohibition Bistro	668 South Pier Dr. - two-day event to be held July 3 & 4 th , 2015 to include current premise and the grassy area west of the patio area.
1337	Sheboygan Elks Lodge	1943 Erie Ave. - one-day events to be held 7/17/15 & 8/23/15 to include current premise & outside portion of property between east and west parking lots and south side of building to the property line of Georgia Pacific.

"CLASS A" LIQUOR LICENSE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi's #94	919 S. Taylor Dr.
2821	Festival Foods	595 S. Taylor Dr.
2702	Tietzs Piggly Wiggly	2905 N. 15 th St.
2423	Wal-Mart SuperCenter #1276	3711 S. Taylor Dr.

CLASS "A" BEER LICENSE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2606	Citgo	610 S. 14 th St.
2503	Mad Max Convenience Stores	1003 S. 14 th St.
2519	Northside Clark	2709 N. 15 th St.
1272	Q Mart #200	1006 Geele Ave.
1273	Q Mart #201	1508 S. 8 th St.
2191	Q Mart #208	2235 North Ave.
1277	Q Mart #211	2420 Calumet Dr.
1778	Q Mart #218	3715 Wash Ave S Frt Rd.
1683	Q Mart #221	3626 S. Taylor Dr.
2470	Q Mart #235	1230 N. Taylor Dr.
2472	Q Mart #238	1211 Weeden Creek Rd.
2374	Save-A-Lot/Pet Supplies Plus	1817 N. 8 th St.
2710	The Pig Stop II	2917 N. 15 th St.
1424	Walgreens #06097	3320 S. Business Dr.
2088	Walgreens #6570	1029 N. 14 th St.
2601	Walgreens #12020	2702 Calumet Dr.

"CLASS B" LIQUOR LICENSE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap	520 N. 4 th St.
2742	8 th Street Ale Haus	1132 N. 8 th St.
2880	Anglers Avenue Pub & Grill	518 South Pier Dr.
2982	Applebee's Neighborhood Grill	526 S. Taylor Dr.
2805	Blue Harbor Dr.	725 Blue Harbor Dr.
2762	Braveheart Pub I	2120 Calumet Dr.
1040	Brennans On Michigan	1101 Michigan Ave.
1771	Bumps	1902 S. 12 th St.
3092	CJ's Shipwrecked	902 Indiana Ave.
1089	Daves Whos Inn	835 Indiana Ave.
1092	Diamond Daves Taco Co.	3347 Kohler Memorial Dr.
2121	El Camino	823 Michigan Ave.
1525	Fountain Park/Caffe Tuscany	922 N. 8 th St.
2487	Frankies Pub & Grill	2218 Indiana Ave.

2977	Geno's Nottolinis Pizza	933	Indiana Ave.
1799	George Michaels I	513	N. 8 th St.
1892	Gosse's At Northwestern House	1909	Union Ave.
3056	Gotta Getcha In Oasis	840	Wilson Ave.
2428	Highland House	820	Indiana Ave.
1926	Il Ritrovo	515	S. 8 th St.
2085	Legend Larry's Wings & Things	733	Pennsylvania Ave.
2685	Lino Ristorante Italiano	422	South Pier Dr.
1795	Luigis Italian Restaurant	2910	Kohler Memorial Dr.
1226	Meyers Lakeview Pub	550	Wilson Ave.
2301	MOJO	1235	Pennsylvania Ave.
1699	On The House	1153	High Ave.
2272	PJ's Party Zone	910	N. 18 th St.
2563	Penn Ave Pub II	827	Pennsylvania Ave.
3001	Ranieri's Four of a Kind	811	Indiana Ave.
3035	Retro Bar & Grill	1509	S. 12 th St.
2030	Rewind	1002	Michigan Ave.
1337	Sheboygan Elks Lodge #299	1943	Erie Ave.
1229	Sheboygan Moose Lodge #438	1811	Georgia Ave.
1346	Sheboygan Pine Club	1716	Geele Ave.
1353	Sheboygan Yacht Club	214	Pennsylvania Ave.
1890	Suscha Super Bar	1054	Pennsylvania Ave.
2376	Swovys LLC	1645	S. 12 th St.
2020	Terrys	1028	Lincoln Ave.
2245	Thai Café Restaurant	1227	N. 14 th St.
1412	Trattoria Stefano	522	S. 8 th St.
2774	Union Ave. Tap	1401	Union Ave.
2921	Walkabout, The	2401	Calumet Dr.
1764	Water Street Pub	931	N. 12 th St.
2029	Weill Center	826	N. 8 th St.

FERMENTED MALT BEVERAGE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2879	Charcoal Inn North	1637 Geele Ave.
2796	Charcoal Inn South	1313 S. 8 th St.
3111	Glas - The Green Coffeehouse	924 N. 14 th St.
3051	Mid-Lake Softball Org.	2213 New Jersey Ave.
1809	The Wharf	733 Riverfront Dr.

FERMENTED MALT BEVERAGE & CLASS "C" WINE (NEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3129	Greece E Spoon	1217 N. 8 th St.

FERMENTED MALT BEVERAGE & CLASS "C" WINE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3034	Marc Cinemas	3226 Kohler Memorial Dr.
3055	Noodles & Company	555 S. Taylor Dr.
3018	Pho VN	2209 S. Business Dr.
2696	Sheboygan Family Restaurant	2704 S. Business Dr.

III

R. O. No. _____ - 15 - 16. By CITY CLERK. May 18, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2017.

Law & Lu

Susan Richards
City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0749	Adamavich, Brooke A.	4032 Country Meadows Dr.
0764	Augustin, Jeremy L.	1716 Knoll Crest Dr.
0758	Bankhead, Frederick L.	514 S. 14 th St.
0754	Brousseau, Amber L.	1921 Manor Pkwy.
0751	Burkey, Mary W.	431 Michigan Ave.
0761	Czubkowski, Patrick R.	35 S. Hiawatha Circle
0760	Dassler, Samantha A.	1615A Sibley Ct.
0759	Eickermann, Katie H.	724A Union Ave.
0743	Hueppchen, Kayla A.	3435A Eisner Ct.
0762	Kiley, Wayne F.	813 N. Evans St.
0766	Kohler, Ruth D.	403 Ridge Ct., Kohler
4074	Krueger, Jesse F.	421 New York Ave.
0753	Leifer, Katrina L.	227 N. Main St., #8, Sheb. Falls
7982	Leonhardt, Amber L.	2727 N. 26 th St.
0755	Matelko, Mariah F.	4726 Lakeshore Rd.
0765	McDonagh, Kirby A.	1006 High Ave.
0763	Meyer, Fern M.	1429 Grand Ave.
2677	Meyer, Robert E.	1429 Grand Ave.
0744	Michalowske, Kayla M.	W9173 Cty Rd. T, Glenbeulah
5836	Oostdyke, Rebecca M.	2814 S. 9 th St.
0757	Stark, Nicole A.	1021 N. 8 th St., #13
0756	Stiefvater, Sadie E.	2031A N. 12 th St.
0750	Toebe, Charlotte R.	1920 N. 12 th St.
0742	Walker, Nicholas C.	1416 N. 28 th St.
4306	Welcher, Danielle A.	1007 N. Water St.
0748	Werner, Sydney R.	3741 S. 10 th St.

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1004	Adamavich, William J.	3823 S. 11 th St.
3923	Altmeyer, Melissa J.	1645 S. 25 th St.
0128	Badtke, Thomas M.	1523 Washington Ave.
9348	Bakewell, Sarah J.	1312 N. 15 th St.
1200	Beenen, Donna J.	3103 Calumet Dr.
9030	Benish, Leland J. (Club)	2513 N. 9 th St.
1853	Berglund, Jodi C.	W3385 Cth MM, Elkhart Lake
1091	Blindauer, Eugene L. (Club)	N6580 Cty OJ, Plymouth
2676	Brand, Peg A.	1902 S. 12th St.
1130	Brezonik, John J.	1120 Pershing Ave.
8239	Bridges, John L. (Club)	2221 Cooper Ave.
6094	Brusky, Ann L.	1728 N. 13 th St.
7753	Canon, Jodelle B.	1436 Illinois Ave.
9509	Casper, Debra L.	3728 Kennedy Circle
3832	Cline, Bradley F.	2513A S. 8 th St.
9461	Crossley, Thomas C.	2630 N. 9 th St.
7672	Decker, Dennis E.	N7122 Riverwoods Dr.
9213	Diven, Tiffany M.	2112 S. 11 th St.
3600	Dolgner, Randall	2611 Pine Grove Ave.
0138	Flaig, Somer M.	1910 N. 12 th St.
9415	Grabowska, Angela A.	2527A N. 22 nd St.
1453	Haneman, David M.	836 Dillingham Ave.
5597	Hansen, Kevin J.	1114 Pershing Ave.
4936	Hartman, Gary C. (Club)	79 Oak St., Sheb. Falls
1512	Hocking Jr., Frederick S.	2211 S. 15 th St.
6954	Jeske, Robert E.	2330 N. 27 th St.
1568	Jetzer, Julian E. (Club)	1623 Sandstone Ln., Howards Grove
1575	Jones Jr., Floyd D.	1310 Badger Rd., Howards Grove
8229	Kiley, Lisa J.	813 N. Evans St.
0034	Klein, Yvonne M.	1638 S. 14 th St.
6340	Kruse, Richard J. (Club)	5334 Hidden Creek Dr.
1703	Kuehlmann, Sherry A.	1524 N. 37 th St., #D5
5472	Kulow, Mary A.	416 Niagara Ave.
5598	Kussard, Gary L.	3112 N. 8 th St.
2704	Lehmann, Ryan J.	1447 S. 21 st St.
6879	Lopez, Cindia	3255 Main Ave., #1
3291	Mallmann, Louis L.	2631 N. 29 th St.
0289	Moeller, Robert J.	1812A S. 13 th St.
4927	Oehldrich, Richard M.	830 N. 36 th St.
7034	Otte, Marshall S.	1332 N. 31 st St.
9453	Pilgrim, Marion M.	1042A Willow Ln., Kohler

9972 Ramey, Angela S.	514 N. 26 th St.
4284 Rohde, Shirley A.	2605 N. 10 th St.
6888 Rosas, Lucia	2407 Broadway
8451 Rupnik, Rachel M.	2911 Rammer Ct.
0232 Schmidtman, Nancy J.	3204 N. 26 th St.
2135 Sessler, Steven J. (Club)	1019 Indiana Ave.
9087 Steindl, Melissa M.	2010 S. 13 th St.
6967 Swoverland, Berta K.	4155 S. 16 th St.
6905 Swoverland, Kim A.	4155 S. 16 th St.
6782 Tadych, Joanne M.	1323 Superior Ave.
0049 Tahiri, Xhevat	3005 Whispering Winds Dr.
2219 Tauferner, Richard M.	3027 N. 21 st St.
0107 Tenpas, James L.	N6115 Woodland Rd.
6231 Uribe, Silvia	815A Bluff Ave.
8331 Vitale, Umberto	1128 N. 29 th St.
2274 Vreeke, Paul L.	514A South Pier Dr., #2
7603 Wagner, Michael C.	933A Michigan Ave., #4
8432 Wellman, Alexandra K.	2421 N. 4 th St.
8222 Wenninger, Ingrid I.	1736 Knoll Crest Dr.
6802 Winkelhorst, Dawn L.	3330 S. 18 th St.

TAXICAB DRIVER LICENSE (December 31, 2015)NEW

<u>No.</u>	<u>Name</u>	<u>Address</u>
0752	Waraich, Sher Singh	N6233 Woodland Rd.

II

Other Matters

7.3

R. O. No. - 15 -16. By PURCHASING AGENT. May 18, 2015.

Submitting a summary of cost for Leica Geosystems Survey Equipment under the Leica Geosystems GSA Contract:

Leica Robotic Total Station Package including all accessories, attachments, batteries delivery and training.....\$ 38,724.00

Leica CS25 GNSS Tablet Package including all accessories, attachments, software, licensing, annual maintenance and training\$14,092.00

Total of Equipment to be purchased.....\$52,816.00

P.W.

Respectfully submitted,

Bernard R. Rammer

III

Res. No. _____ - 15 - 16. By Alderperson Belanger. May 18, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the purchase of Digitally based survey equipment and software.

WHEREAS, The City Engineering Department is in need of upgrading older equipment used for property surveying and measuring and mapping. After a thorough review of the equipment currently offered by various manufacturers, it was determined that equipment and software manufactured by the Leica Geosystems Company meets or exceeds all of the City's needs and expectations and;

WHEREAS, It was determined that Leica Geosystems has a national contract with the United States General Services Administration (GSA) for the supply of such equipment, and;

WHEREAS, The contract for the purchase of this equipment is let by the United States Government, thereby eliminating the need for competitive bidding and allowing waiver of this provision under ordinance #2-338 "The purchasing agent may purchase from or in cooperation with other governmental agencies without competitive bids."

RESOLVED: That appropriate city officials are hereby authorized to enter into a contract with Leica Geosystems Inc. of Norcross GA for the purchase of a Leica Total Station TS15 and accessories and software and a Leica CS25 GNSS plus in the amount of \$ 52,816.00

BE IT FURTHER RESOLVED, that the appropriate City officials are draw funding in the amount of \$52,816.00 from Account #10132100-649100 as determined by the City Finance Director in payment of same.

P. Woods

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