

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to execute an Aquatic Management Services Agreement with Wisconsin Lake & Pond Resources LLC regarding the pond at the intersection of Weeden Creek Road and Moenning Road.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: March 19, 2020

MEETING DATE: March 24, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 10133150-521900
Budget Summary: General Fund –
Storm Water
Management –
Contracted Services
Budget Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The City of Sheboygan has numerous dry and wet retention pond facilities throughout the City which are mandated by the Wisconsin DNR. The retention pond located at the intersection of Weeden Creek Road and Moenning Road serves the Fox Meadows Subdivision and was constructed in 1996. It is the only wet retention pond in the City which is located in a residential setting. The City has hired Wisconsin Lake and Pond Resources, LLC to treat the pond for algae growth at this facility in the past.

STAFF COMMENTS: The treating of the pond for algae growth is much appreciated by the residents in the Fox Meadows Subdivision. The treatment removes the algae growth which resides on top of the water and in return removes the odor in the air which is generated from algae. The Department of Public Works has this program budgeted as part of the 2020 Capital Improvements Program.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 189-19-20 authorizing the appropriate City officials to execute an Aquatic Management Services Agreement with Wisconsin Lake & Pond Resources LLC regarding the pond at the intersection of Weeden Creek Road and Moenning Road.

ATTACHMENTS:

- I. Res. No. 189-19-20
- II. Pond Management Proposal

III

5.5


Res. No. 189 - 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

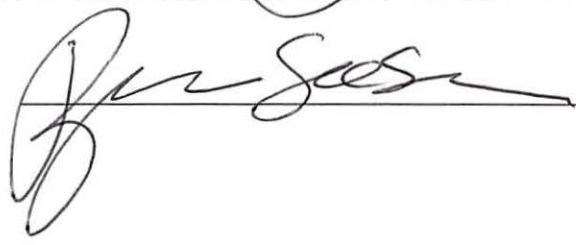
A RESOLUTION authorizing the appropriate City officials to execute an Aquatic Management Services Agreement with Wisconsin Lake & Pond Resource LLC regarding the pond at the intersection of Weeden Creek Road and Moenning Road.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works is hereby authorized to execute the attached Aquatic Management Services Agreement with Wisconsin Lake & Pond Resource LLC.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Account No. 10133150-521900 (General Fund - Storm Water Management - Contracted Services) pursuant to the terms of the Agreement.

Public Works





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

Dated _____ 20 . _____, City Clerk
Approved _____ 20 . _____, Mayor

City of Sheboygan **Pond Management Proposal**



Prepared by: Zachary D. Haas
Senior Aquatic Biologist, Director of Operations
Wisconsin Lake & Pond Resource LLC
December 27, 2019

December 27, 2019

City of Sheboygan
Attn: Ryan Sazama
2026 New Jersey Avenue
Sheboygan, WI 53081

Re: 2020 Pond Management

Dear Ryan,

Thank you for allowing Wisconsin Lake & Pond Resource LLC the opportunity to continue to provide professional pond management tools and services. As a courtesy, we have generated a cost analysis report for your pond detailing last year's pond management expenses and efforts (See attached sheet).

This past season you spent \$4,151.00 on professional pond management, which falls within your estimated annual budget of \$4,500.00+/- . This cost does not include equipment maintenance, services, and/or repairs.

Important Dates

- Agreements should be returned prior to February 15th; The earlier, the better so WLPR staff can complete the permitting process and put you on the 2020 schedule
- Please send us copies of your renewed fish farm licenses prior to April 1st
- Spring fish stocking order deadline is March 31st
- Fall fish stocking order deadline is September 30th
- DNR Permits expire October 1st (unless noted otherwise by WLPR staff)
- Equipment (compressors, fountains, etc.) removed between October 1st and Nov. 1st

Your Next Step

- Review pond management proposal
- Consult WLPR with questions or proposal alterations
- Upon acceptance of a plan, obtain, sign and return Aquatic Management Services Agreement
- WLPR will obtain a DNR permit for ALL ponds prior to management season (\$24.50 plus acreage fees).

2019 Pond Management Summary

The 2019 pond management season started later than normal with a prolonged winter that had record high amounts of snowfall. This increased overall nutrient loading as the snow melted which we knew was going to increase the potential for algae growth in ponds. However, from the beginning of the season, and through June, we received periodic rainfalls and cooler summer temperatures. This pleasant weather brought favorable pond conditions, and minimal algae growth. Starting in July we experienced a rapid increase in temperature and decrease in rainfall. This was a shock to most ponds' ecosystems, and caused a spike in algal growth. Some accounts required increased site visits, and use



Professional Pond Management Products and Services
 Aquatic Herbicide and Algaecide Applications
 Lake Management Planning and Services
 Pond Design and Development

“Providing Professional Resources for Management of Your Lake or Pond”

of more algaecides than normal. To help combat the excessive nutrients and growth we focused on using more proactive tools such as phosphorus reducing agents, pond colorants, bacteria, and enzymes. The season ended with an excessive amount of rain as we had also observed in 2018. Most ponds responded well, but some had a spike of growth due to nutrient loading that occurred. We are anticipating that the late season runoff events may increase algae growth in the Spring of 2020. For this reason, we will be recommending use of phosphorus reducing products such as Phoslock and other tools (i.e. polymer blocks, clarifiers, aeration, etc.).

2019 was our second season of managing the City of Sheboygan stormwater pond located off of Moenning Rd. Our staff utilized proactive bacteria and enzyme products when possible to aid in limiting nutrient availability and to promote healthy water quality. This year began with a heavy treatment for curlyleaf pondweed and duckweed. Both of these plants can require annual treating, especially curlyleaf pondweed due to its invasive nature. Overall, we were able to stay on top of larger amounts of nuisance growth and keep the pond surface looking clear. We would like to target /improve water quality and clarity moving forward. Hopefully, more proactive products can be used in 2020. Additionally, dye would provide a healthier, cleaner appearance while also providing management benefits.

2020 Pond Management Plan

Based on our management efforts in 2019 we are providing a recommended management plan that best suits your pond. Below is a summary of the services to be included within your 2020 management plan, as well as options that are recommended to be utilized in the 2020 season.

1) 2020 Integrated Pond Management Plan (6 Monthly Visits)

• Integrated Pond Management	\$1,050.00
○ 6 Monthly Scheduled On-site Visits	
○ Yearly On-site Evaluation w/ Biologist	
○ Yearly Management Evaluation	
○ Detailed End of Year Report	
○ Licensed and Trained Professional Applicator	
○ Advanced Notification and Post Site Visit Reports	
○ Water Sampling (optional & if budget permits)	\$TBD
• Proactive Management Tool/Products	
○ Pond Colorant	\$750.00+/-
○ Water Clarity and/or Sediment Reducing Bacteria	\$1,500.00+/-
○ Water Quality Enzymes	\$350.00+/-
• Reactive Management Tools/Products	
○ Algaecides/Herbicides	\$1,500.00+/-
○ Cattail/Willow Treatments	\$150.00+/-
Recommended Integrated Management Budget-	\$4,500.00-\$5,000.00

**Product amounts are based on biologist’s observations and manufacturers labeled application rates*

**Budgets are for planning purposes only. A goal of 10%+/- of a budget is expected*

**Prices subject to change*

**Taxes not included*

Wisconsin
Lake & Pond Resource LLC

“Providing Professional Resources for Management of Your Lake or Pond”

Professional Pond Management Products and Services
Aquatic Herbicide and Algaecide Applications
Lake Management Planning and Services
Pond Design and Development

If you have any questions or concerns regarding anything within this proposal, please feel free to give us a call at (920)-872-2032 or email zach@wisconsinlpr.com. Wisconsin Lake & Pond Resource thanks you again for your business and support. We look forward to working with you again in the upcoming season.

Sincerely,



Zachary D. Haas
Director of Operations, Senior Aquatic Biologist
Wisconsin Lake & Pond Resource LLC
Enclosure (2): Detailed Financial Report, Aquatic Management Agreement



Toll Free: 866-208-0724
www.wisconsinlpr.com

N7828 Town Hall Rd.
Eldorado, WI 54932
Phone: (920) 872-2032
Fax: (920) 872-2036

Aquatic Management Services Agreement

This agreement constitutes an agreement between **City of Sheboygan** (hereafter referred to as "Customer") and Wisconsin Lake & Pond Resource, LLC (hereafter referred to as "WLPR"), for management of the waters described as: **Pond at the Intersection of Weeden Creek Rd & Moenning Rd, Sheboygan, WI 53081**

SERVICES AND SCHEDULE PROVIDED: WLPR agrees to provide Aquatic Management, Installation, or Construction Services listed below to the Customer. Customer agrees to retain WLPR as the exclusive provider of these services throughout the term of this agreement.

- | SERVICE | SCHEDULE |
|--|---|
| <input type="checkbox"/> Algaecide / Herbicide Application | <input checked="" type="checkbox"/> Once per month, April through September |
| <input type="checkbox"/> Pond Colorant (Dye) Application | <input type="checkbox"/> Twice per month, through |
| <input type="checkbox"/> Bacteria and Enzyme Application | <input checked="" type="checkbox"/> As needed, upon request of Customer |
| <input checked="" type="checkbox"/> Integrated Pond Management Program | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Aeration System Installation and/or Maintenance | |
| <input type="checkbox"/> Fountain Installation and/or Maintenance | |
| <input type="checkbox"/> Fish Stocking | |
| <input type="checkbox"/> Other _____ | |

TERM OF AGREEMENT: This agreement will remain in effect from **January 1, 2020** to **December 31, 2021**.

DESCRIPTION: **2020 Pond Management Proposal, dated December 27, 2019**

<i>Item</i>	<i>Cost/Budget</i>
Integrated Pond Management (6 visits)	\$ 4,500.00-5,000.00 +/-
* Prices Subject to Change. Taxes Not Included. Agreement void if not signed within 90 days of Proposal Date	

PAYMENT TERMS: 50% down payment of all Aeration & Fountain Systems and Components; Docks and Piers; and n/a Equipment totaling n/a due prior to installation. Balance of payment will be due upon receipt of invoice. See BILLING and TERMS below.

Customer Initials and Date

SEE BACK PAGE



Wisconsin

Lake & Pond Resource LLC

"Providing Professional Resources for Management of Your Lake or Pond"

Professional Pond Management Products and Services
Aquatic Herbicide and Algacide Applications
Lake Management Planning and Services
Pond Design and Development

Terms and Conditions

SERVICE & MATERIAL COSTS: SEE ATTACHMENT FOR A BREAKDOWN OF SERVICE & PRODUCT COSTS

Travel/ Mileage charge per service date if applicable will be based on the county the site is located in (\$25.00-\$65.00): Additional services that are specifically requested by the Customer, and that are not covered in this contract, will be billed at a flat rate of \$75/hour/employee or quoted per project

BILLING AND TERMS: Balance of payment will be due upon receipt of invoice. A late payment fee of \$15, plus financing charges of 1.5% per month, will be applied to balances more than 30 days past due.

PERMITS: It is understood by both parties that state, federal, and/or local permits may be required prior to performing aquatic management, installation or construction services. Although WLPR will make the effort to obtain the proper permit(s), the customer hereby agrees to obtain any necessary permits or registrations prior to commencement of aquatic management services performed by WLPR. Upon request by the Customer, WLPR will provide assistance with applying for necessary permits or registrations.

PROFESSIONAL EXPECTATIONS AND LIABILITY: WLPR shall provide trained, insured and licensed staff to perform aquatic management, installation or construction services on Customer's waters. WLPR staff will comply with the labeled requirements of all E.P.A. registered aquatic pesticides pertaining to transportation, application and disposal, and will also post required warning signs that list any water use restrictions indicated on the label. Therefore, WLPR is not liable for personal, environmental or property damages that may occur as a result of applications of aquatic pesticides.

LIABILITY: WLPR shall be responsible and liable for its staff while performing agreed upon services on Customer's waters.

AGREEMENT INTERRUPTION: During the terms of this contract with WLPR, no other company may provide aquatic management services to customers waters. In addition, customer cannot apply aquatic management products without the written consent of WLPR.

AQUATIC MANAGEMENT BUDGET: A budgetary range has been established based on multiple criteria. While the

recommended budget is required to successfully manage the customer's waters, WLPR reserves the right to request an increase in the budget amount; in return the customer has the option to reduce the budget amount for any reason. This request must be in submitted in writing by either party.

ENVIRONMENTAL LOSS: While WLPR staff shall make every effort to reduce the risk of loss of non-target aquatic life, including fish, this risk remains inherent with any aquatic management, installation or construction services. Therefore, WLPR is not liable. Customer understands and accepts the risks associated with aquatic management, installation or construction services.


SITE ACCESS: Customer agrees to provide a suitable vehicle access and boat launch to Customer's waters. In the absence of suitable access and launch, WLPR shall not be liable for damages done to lawns, shorelines or other property that may occur during access to Customer's waters.

WARRANTY: Aquatic Applications - given the numerous environmental variables associated with aquatic applications, no product performance guaranty or warranty, other than those provided by the manufacturer, are given or implied. **Motors, electrical equipment, and components** – warranties vary on these items due to different manufacturers. Please inquire with WLPR regarding specific warranties.

CUSTOMER AUTHORIZATION: The above terms and conditions are satisfactory and are hereby accepted. WLPR is authorized to perform the work as described. Payment will be made as outlined above.

Print Name _____ Authorized Signature _____

Date of acceptance: _____



Wisconsin
Lake & Pond Resource LLC
“Providing Professional Resources for Management of Your Lake or Pond”

Professional Pond Management Products and Services
Aquatic Herbicide and Algaecide Applications
Lake Management Planning and Services
Pond Design and Development

Addendum to the terms and agreement:

Professional Expectations and Liability & Environmental Loss Sections:

Customer understands and acknowledges that there is a risk of environmental loss inherent in any aquatic management program. This risk extends to both plant and wildlife. Customer acknowledges that any such loss caused by the aquatic management shall be Customer's sole responsibility unless such loss is due to the negligence of WLPR.

Cancellation:

Customer may cancel this Agreement mid-term with 30 days notice to WLPR. If Customer chooses to cancel the Agreement mid-term, Customer shall not be entitled to reimbursement of any amount already paid to WLPR, and shall remain liable for amounts due but not paid for work already performed.

WLPR reserves the right to cancel this Agreement immediately for cause, which includes but is not limited to Customer's failure to pay amounts due under this agreement in a timely fashion. WLPR further reserves the right to cancel this Agreement without cause upon 30 days' written notice to Customer.

Nonappropriation

If funds for the continued fulfillment of this Agreement by the Customer are at any time not forthcoming or are insufficient, through failure of any entity, including the Customer itself, to appropriate funds or otherwise, then the Customer shall have the right to terminate this Agreement without penalty.

III

5.6

Res. No. 190-19-20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into the 4th Revision to a State/Municipal Agreement with the Wisconsin Department of Transportation for design and construction for the Sidewalk Gap Improvements.

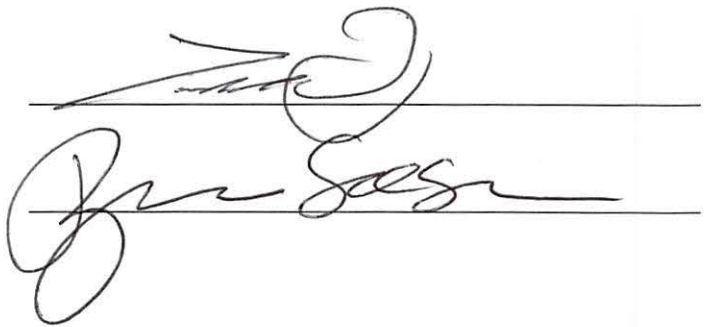
WHEREAS, the City previously entered into a State/Municipal Agreement with the Wisconsin Department of Transportation for design and construction of Sidewalk Gap Improvements; and

WHEREAS, the City's share of this project is \$9,313, which was authorized in Res. No. 74-16-17; and

WHEREAS, the City has been asked to execute a new revision to the State/Municipal Agreement, so that additional federal funding can be allocated to the project.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the attached 4th Revision to the State/Municipal Agreement for a State-Let Non-Motorized Transportation Program, which does not increase the City's financial responsibility with respect to the project.

Public Works



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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor



**4th REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE-LET
NON-MOTORIZED
TRANSPORTATION PILOT
PROGRAM (NMTTP)**

This agreement supersedes the agreement signed by the Project Sponsor on August 24, 2016 and signed by DOT on September 23, 2016.

Program Name: NMTTP

Sub-program #: 290

Revised Date: FEBRUARY 17, 2020

Date: JULY 10, 2008

I.D.: 4996-01-53/54

Project Title: SIDEWALK GAP IMPROVEMENT,
CITY OF SHEBOYGAN

Location/Limits: VARIOUS

Project Length: N/A

Project Sponsor: CITY OF SHEBOYGAN

County: SHEBOYGAN

The signatory, City of Sheboygan, hereinafter called the Project Sponsor, 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 transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law 23 U.S.C. 213.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility – The City of Sheboygan has a connective grid system of sidewalks throughout the community. However, in some areas of the City the grid system's connectivity is disrupted due to significant gaps.

Proposed Project - Nature of work: The proposed improvement is to construct sidewalks to fill the critical gaps that have been identified in the City's grid system.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **None**

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 4996-01-53					
Design	\$229,374	\$229,374	100%	\$0	0%
Management Consultant Review	\$25,594	\$25,594	100%	\$0	0%
State Review	\$5,677	\$5,677	100%	\$0	0%
Total Design Cost:	\$260,645	\$260,645	MAX	\$0	BAL
ID 4996-22-71					
Participating Construction	\$920,993	\$920,993	100%	\$0	0%
Non-Participating Construction	\$9,313	\$0	0%	\$9,313	100%
Construction Management	\$161,204	\$161,204	100%	\$0	0%
Management Consultant Review	\$17,890	\$17,890	100%	\$0	0%
State Review	\$6,368	\$6,368	100%	\$0	0%
Total Construction Cost	\$1,115,768	\$1,106,455	MAX	\$9,313	BAL
Total Est. Cost Distribution	\$1,376,413	\$1,367,100		\$9,313	

*The project has a federal funding maximum of \$1,367,100. This maximum is cumulative for all federally-funded project phases.

The project which is the subject of this State/Municipal Agreement is being financed through grant money awarded to Sheboygan County, Wisconsin, under the Nonmotorized transportation pilot program established under Sec.1807 of P.L. 109-59, the "Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU)".

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State and delivery to the Project Sponsor shall constitute agreement between the Project Sponsor and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964, which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Transportation Alternatives Program, including but not limited to 23 U.S.C. 213 and Wis. Stat. 85.021.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.

- g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Project Sponsor for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below.
- 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 after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted. The project sponsor is an eligible recipient of these grant funds pursuant to Wisconsin Statute 85.021 and federal law at 23 U.S.C. 213.
9. Work to be performed by the Project Sponsor without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
10. The Project Sponsor is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Project Sponsor will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Project Sponsor's foregoing agreements to pay the State, the Project Sponsor, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Project Sponsor.
13. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
14. The Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) 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 [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement 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.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
15. It is further agreed by the Project Sponsor that:
 - a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Project Sponsor, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 16. The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 17. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor or its sureties; or because of any claims or amounts recovered for any infringement by the Project Sponsor and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Project Sponsor and its sureties; or any other law, ordinance, order or decree relating to the Project Sponsor's operations.
- 18. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 19. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
- 20. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

- 21. The Project Sponsor agrees to the following project funding conditions:
 - a. ID 4996-01-53: Design is funded with 100% federal funding up to a maximum of \$260,645, when the Project Sponsor agrees to provide any funds in excess of the \$260,645 federal funding maximum. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and

processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% with federal funding.

b. ID 4996-01-54: Construction:

- i. Costs for trail construction are funded with 100% federal funding up to a maximum of \$1,106,455, when the Project Sponsor agrees to provide any funds in excess of the \$1,106,455 federal funding maximum.
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 100% with federal funding.
 - iii. Costs for non-participating items are funded 100% by the municipality.
- c. The maximum participation of federal funding will be limited to 100% of the actual eligible project cost or the total cost distribution of funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$1,367,100** is cumulative for all federal funded project phases.

[End of Document]

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials enter into the 4th Revision to a State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction for the Sidewalk Gap Improvements.

REPORT PREPARED BY: Kevin Jump, Civil Engineer/Project Manager

REPORT DATE: March 18, 2020

MEETING DATE: March 24, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: In 2016, the Common Council approved signing the previous State/Municipal Agreement for the Sidewalk Gap Project with Resolution No. 74-16-17. The Wisconsin Department of Transportation is requesting that a revised Agreement be signed.

This revised agreement provides additional Federal Funding for the project and does not increase the city's cost for the project.

STAFF COMMENTS: Recommend adoption of the resolution.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 193-19-20 authorizing the appropriate City officials enter into the 4th Revision to a State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction for the Sidewalk Gap Improvements.

ATTACHMENTS:

- I. Res. No. 190-18-19
- II. State/Municipal Agreement for a State-LET Non-Motorized Transportation Pilot Program

III

5.7

Res. No. 191 - 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Northeast Asphalt, Inc. regarding tennis court reconstruction in Roosevelt Park located at 1103 Mead Avenue.

WHEREAS, pursuant to Res. No. 164-19-20, the City has advertised for bids for tennis court reconstruction in Roosevelt Park (the "Work"); and

WHEREAS, four bids were received in response to the advertisement for bids; and

WHEREAS, the low bid was from Northeast Asphalt, Inc. in the amount of \$98,315.00; and

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

WHEREAS, the City intends to ultimately fund part of the cost of the Work through its annual borrowing program; and

WHEREAS, pursuant to the authority in Res. No. 486-93-94, the Finance Director/Treasurer has completed a Declaration of Official Intent to reimburse expenditures related to the Project.

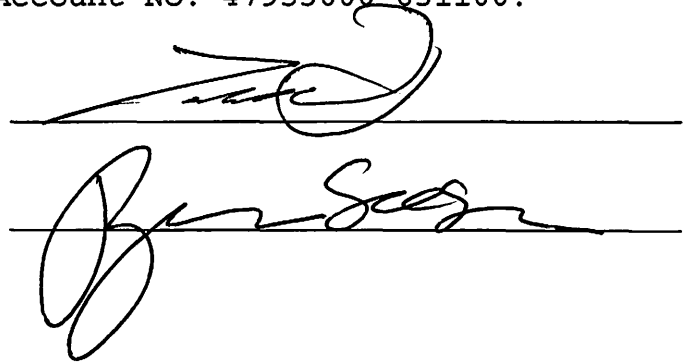
NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Northeast Asphalt, Inc. for the Work.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds for the Work as set forth below:

Account No. 47953000-631100 (Capital Improvement Fund - Parks and Forestry - Improvements Other Than Buildings)	\$90,000.00
Account No. 10153000-521900 (General Fund - Parks and Forestry - Contracted Services)	\$ 8,315.00

Public Works

BE IT FURTHER RESOLVED: As Account No. 47953000-631100 will be funded with monies from the City's annual borrowing program, prior to the City's annual borrowing program being completed the appropriate City officials may draw up to \$98,315.00 from Account No. 10153000-521900. Expenditures from Account No. 10153000-521900 made prior to the completion of the borrowing program may be reimbursed with borrowed funds from Account No. 47953000-631100 so that the ultimate expenditures from each funding source do not exceed the amounts stated above. In the event that the annual borrowing program provides less than \$90,000.00 for Account No. 47953000-631100, any shortfall may be paid from Account No. 47953000-631100.



The image shows two handwritten signatures, each written over a horizontal line. The top signature is a cursive name that appears to be 'John J. ...'. The bottom signature is also cursive and appears to be 'John J. ...'.

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Northeast Asphalt Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Roosevelt 2020 Tennis Court Reconstruction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pulverizing the existing pavement, base aggregate, asphalt pavement, fencing, surface painting, and tennis court nets.

2.02 City of Sheboygan Resolution: _____

2.03 City of Sheboygan Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan Engineering Division is designated as Designer.

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

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than September 18, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Liquidated Damages*

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

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

10.06 Other Provisions

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

(Continued on next page)

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

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

OWNER:

CONTRACTOR:

City of Sheboygan

By: _____
(signature)

By: _____
(signature)

Name,
Title: Darrell Hofland , City Administrator

Name,
Title: _____
(printed)

Date: _____

Date: _____

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

Address for giving notices:

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

Address for giving notices:

License No.: _____
(where applicable)

Signed by:

Approved as to form and Execution:

By: _____
(signature)

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

CITY OF SHEBOYGAN
TABLE OF CONTENTS
SECTION 00 01 10

SECTION	TITLE	PAGES
31 00 00	EARTHWORK	
31 20 00	Excavation	32 20 00-1 to 32 20 00-3
31 25 00	Erosion Control	31 25 00-1 to 31 25 00-3
32 00 00	EXTERIOR IMPROVEMENT	
30 05 00	Aggregates	32 05 00-1 to 32 02 00-3
32 10 00	Plant Mix Asphalt	32 10 00-1 to 32 10 00-2
32 18 23	Tennis Court Surface	32 18 23-1 to 32 18 23-5
32 31 00	Fences and Gates	32 31 00-1 to 32 31 00-5

2445-20 2020 Tennis Court Reconstruction - Roosevelt Park (#6832104)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/06/2020 01:00 PM CST

Northeast Asphalt, Inc.

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price ²	Extension ³
Roosevelt Tennis Court							
	1	B-1	Mobilization	LS	1	\$8,265.00	\$8,265.00
	2	B-2	Pulverize Existing Asphalt and add New Base Aggregate as needed	LS	1	\$17,600.00	\$17,600.00
	3	B-3	Asphalt Surface	LS	1	\$37,750.00	\$37,750.00
	4	B-4	Surface Color, Striping	LS	1	\$18,345.00	\$18,345.00
	5	B-5	Posts and Nets	LS	1	\$5,385.00	\$5,385.00
	6	B-6	Fencing	LS	1	\$10,970.00	\$10,970.00
Base Bid Total:							\$98,315.00

2445-20 2020 Tennis Court Reconstruction - Roosevelt Park (#6832104)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/06/2020 01:00 PM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Northeast Asphalt, Inc.		A Chappa Construction		Poblocki Paving Corporation		Armstrong Paving	
						Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7	Unit Price8	Extension9
Roosevelt Tennis Court													
	1	B-1	Mobilization	LS	1	\$8,265.00	\$8,265.00	\$4,369.32	\$4,369.32	\$6,931.00	\$6,931.00	\$5,400.00	\$5,400.00
	2	B-2	Pulverize Existing Asphalt and add New Base Aggregate as needed	LS	1	\$17,600.00	\$17,600.00	\$14,760.50	\$14,760.50	\$20,154.00	\$20,154.00	\$20,050.00	\$20,050.00
	3	B-3	Asphalt Surface	LS	1	\$37,750.00	\$37,750.00	\$46,799.00	\$46,799.00	\$39,504.00	\$39,504.00	\$55,307.00	\$55,307.00
	4	B-4	Surface Color, Striping	LS	1	\$18,345.00	\$18,345.00	\$19,445.70	\$19,445.70	\$21,672.00	\$21,672.00	\$18,345.00	\$18,345.00
	5	B-5	Posts and Nets	LS	1	\$5,385.00	\$5,385.00	\$5,708.10	\$5,708.10	\$6,458.00	\$6,458.00	\$5,816.00	\$5,816.00
	6	B-6	Fencing	LS	1	\$10,970.00	\$10,970.00	\$11,628.20	\$11,628.20	\$13,239.00	\$13,239.00	\$11,848.00	\$11,848.00
Base Bid Total:							\$98,315.00		\$102,710.82		\$107,958.00		\$116,766.00

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to enter into a contract with Northeast Asphalt, Inc. regarding tennis court reconstruction in Roosevelt Park located at 1103 Mead Avenue.

REPORT PREPARED BY: Joe Kerlin, Superintendent of Parks and Forestry

REPORT DATE: March 18, 2020

MEETING DATE: March 24, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 47593000-631100
10153000-521900

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

Budget Summary: Park and Forestry
Fund –
Improvements Other
Than Buildings
General Fund –
Parks and Forestry –
Contracted Services

Budget Expenditure: \$90,000.00
\$ 8,315.00

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS: In 2018, a company was used to evaluate all of the tennis courts in the city’s parks. Roosevelt Park has two tennis courts and it was determined that they have deteriorated beyond repair. The surface will need to be removed, base course added, graded for proper drainage, then repaved and painted.

Before going out for bid, city engineers determined that 12 inches of asphalt needed to be removed and the slope of the courts is off. In most cases a tennis court would only have 3 inches of asphalt. As a result of the removal of the extra amount of asphalt, extra base and re-grading is needed. The fencing on the east and west sides of the court will need to be removed during construction. The plan is to re-install the old fence when construction is done, since it is still in good shape.

All of these items resulted in extra costs making up a good portion of the \$8,315.00 that is over the projected budget of \$90,000.00. The project overage will be subsidized by the Parks and Forestry General Fund.

STAFF COMMENTS: The Department of Public Works received four bids in response to the advertisement for bids. The low bid was from Northeast Asphalt, Inc. The City Engineer reviewed the bids and determined that the low bid met all of the specifications.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 191-19-20 authorizing the appropriate City officials to enter into a contract with Northeast Asphalt, Inc. regarding tennis court reconstruction in Roosevelt Park located at 1103 Mead Avenue.

ATTACHMENTS:

- I. Res. No. 191-19-20
- II. Agreement with Northeast Asphalt, Inc.
- III. Tennis Court Reconstruction Bid Tabulation

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to execute the Amendment to Management Services Agreement between the City of Sheboygan and EOS Recreation LLC regarding Quarry Park.

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

REPORT DATE: March 18, 2020

MEETING DATE: March 24, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: Since 2013, the city has entered into a management services agreement with a private company for the management and operation of the Jaycee Quarryview Center and Beach. The attached is an amendment to the 2019 one year agreement, to manage and operate all aspects of the Quarryview Center and Beach, during the 2020 summer season.

STAFF COMMENTS: Mike Miller, manager and owner of EOS Surf LLC, and EOS Recreation LLC, has operated the Quarryview Center and Beach in Jaycee Park since 2016. Based on Mike's performance during past years, the parties desire to have the 2019 agreement also cover the 2020 summer season. Pursuant to this amendment, the manager will have access to property beginning May 23, 2020 and ending September 20, 2020. All other provisions of the agreement shall remain.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 192-19-20 authorizing the appropriate City officials to execute the amendment to the Management Services Agreement between the City of Sheboygan and EOS Recreation LLC., regarding Quarry Park.

ATTACHMENTS:

- I. Res. No. 192-19-20
- II. Amendment to Management Services Agreement
- III. 2019 Management Services Agreement

III

h.8

Res. No. 192 - 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

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

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

Public Works





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

Dated _____ 20 . _____, City Clerk
Approved _____ 20 . _____, Mayor

**AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

This AMENDMENT TO MANAGEMENT SERVICES AGREEMENT (this "Amendment") amends the Management Services Agreement (the "Agreement") between the City of Sheboygan, a municipal corporation of the State of Wisconsin (the "City") and EOS Recreation, LLC ("Manager") (collectively, the "Parties") that was fully executed on June 10, 2019 which pertains to Quarry Park, 3401 Calumet Drive, Sheboygan, Wisconsin.

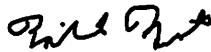
The Agreement provided that Manager would, among other things, "Manage and operate all aspects of the Quarry and the Quarryview Community Center" during the "2019 summer swimming season."

Based on Manager's performance during the 2019 summer swimming season, the Parties desire to have the Agreement also cover the 2020 summer swimming season. Pursuant to this Amendment, Manager shall have access to the property beginning May 23, 2020 and ending September 20, 2020. All other provisions of the Agreement shall remain in full force and effect.

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

MANAGER:

EOS RECREATION

By: 

Date: 3/09/20

CITY:

CITY OF SHEBOYGAN

By: Michael J. Vandersteen
Mayor

Date: _____

ATTEST:

Meredith DeBruin
City Clerk

Date: _____

III

5.9

Res. No. 193 - 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2020 Sidewalk Program.

WHEREAS, pursuant to Res. No. 164-19-20, the City has advertised for bids for the 2020 Sidewalk Program (the "Improvements"); and

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

WHEREAS, the low bid was from Klunck Masonry, LLC in the amount of \$91,520.00; and

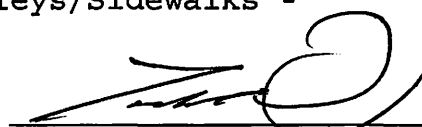
WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications.

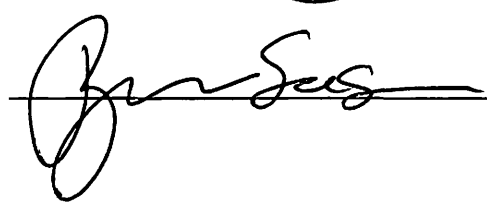
NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Klunck Masonry, LLC for the construction of the Improvements.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds as set forth below:

Account No. 40033140-631300 \$91,520.00
(Capital Project Fund - Streets/Alleys/Sidewalks -
Sidewalk Improvements)

Public Works





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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Klunck Masonry, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Sidewalk replacement.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: constructing new concrete sidewalks and crosswalks; removing and reconstructing faulty existing concrete sidewalks and crosswalks; removing and reconstructing curb, or curb and gutter, removing and reconstructing street pavement; tree root cutting, excavation and removal of trimmings, restoration and clean-up of sites at locations designated by the Engineering Department in all parts of the City, on a prepared foundation or base as provided in these specifications

2.02 City of Sheboygan Resolution:

2.03 City of Sheboygan Account Number:

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by City of Sheboygan – Engineering Division

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

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 Contract Times: Dates

- A. The Work will be substantially completed on or before August 14, 2020 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 Special Damages

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

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

10.06 Other Provisions

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

(Continued on next page)

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

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

OWNER:

CONTRACTOR:

City of Sheboygan

By: _____
(signature)

By: _____
(signature)

Name,
Title: Darrell Hofland , City Administrator

Name,
Title: _____
(printed)

Date: _____

Date: _____

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

Address for giving notices:

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

Address for giving notices:

License No.: _____
(where applicable)

Signed by:

Approved as to form and Execution:

By: _____
(signature)

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

2020 Sidewalk Program

SECTION	TITLE	PAGES
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-1 to 00 01 10-1
00 11 13	Advertisements for Bids	00 11 13-1
00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Pages
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-8
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
00 73 00	Supplementary Conditions	00 73 00-1 to 00 73 00-13
01 00 00	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	01 11 00-1 to 01 11 00-2
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
32 00 00	EXTERIOR IMPROVEMENT	
32 10 50	Concrete Sidewalk Program	32 10 50-1 to 32 10 50-9

2444-20 2020 Sidewalk Program (#6805735)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/02/2020 12:30 PM CST

Klunck Masonry LLC

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
2020 Sidewalk Program							
	1	2019-1	Remove Concrete Sidewalk and Approaches	SF	9000	\$1.00	\$9,000.00
	2	2019-2	Remove Concrete Aprons	SF	100	\$2.00	\$200.00
	3	2019-3	Remove Curb & Gutter	LF	150	\$8.00	\$1,200.00
	4	2019-4	Remove Integral Sidewalk/Curb	SF	200	\$6.00	\$1,200.00
	5	2019-5	Excessive Cut	CY	50	\$25.00	\$1,250.00
	6	2019-6	Excessive Fill/Gravel	Cy	50	\$18.00	\$900.00
	7	2019-7	Concrete Sidewalk 4-inch	SF	9000	\$7.00	\$63,000.00
	8	2019-8	Concrete Sidewalk 6-inch	SF	500	\$6.00	\$3,000.00
	9	2019-9	Concrete Apron 7-inch	SF	100	\$6.00	\$600.00
	10	2019-10	Concrete Curb and Gutter 30-inch	LF	150	\$26.00	\$3,900.00
	11	2019-11	Concrete Curb 6-inch	LF	50	\$7.00	\$350.00
	12	2019-12	Integral Sidewalk & Curb	SY	200	\$6.00	\$1,200.00
	13	2019-13	Concrete Sawing	LF	250	\$6.00	\$1,500.00
	14	2019-14	Grading For New Sidewalk	SF	500	\$2.00	\$1,000.00
	15	2019-15	4-inch Topsoil, Seed & Fertilizer	SY	60	\$17.00	\$1,020.00
	16	2019-16	Concrete Sidewalk 6-inch with Panel Finish	SF	200	\$6.00	\$1,200.00
	17	2019-17	Curb Ramp Detectabel Warning Field	EA	10	\$100.00	\$1,000.00
Base Bid Total:							\$91,520.00

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2020 Sidewalk Program.

REPORT PREPARED BY: Kevin Jump, Civil Engineer/Project Manager

REPORT DATE: March 18, 2020

MEETING DATE: March 24, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 40033140-631300
Budget Summary: Sidewalk/Trail
Improvements
Budgeted Expenditure: \$91,250.00
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The Department of Public Works inspects and replaces defective sidewalks annually. The city is divided into ten zones for inspections, with one zone per calendar year reviewed. Complaints are investigated as they occur. The city is ultimately responsible for sidewalk maintenance per WI Statues 66.0907.

On an annual basis the Department of Public Works contracts for the replacement of broken concrete sidewalks within the City based upon need. For 2020 approximately 9,000 square feet of sidewalks have been identified as being in need of replacement.

STAFF COMMENTS: Recommend approval of the resolution.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 193-19-20 authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2020 Sidewalk Program.

ATTACHMENTS:

- I. Res. No. 193-18-19
- II. Summary of Bids Received

III

5.10

Res. No. 194 - 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

A RESOLUTION to declare May 23, 2020 World Migratory Bird Day.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, public awareness and concerns are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, since 1993 World Migratory Bird Day (WMBD) (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; and

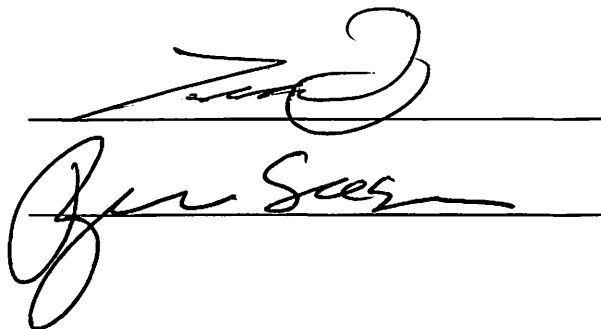
WHEREAS, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun; and

WHEREAS, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants; and

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

Public Works

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan declares
May 23, 2020, World Migratory Bird Day.



The image shows two handwritten signatures in black ink, each written over a horizontal line. The top signature is more stylized and cursive, while the bottom signature is more legible and appears to read 'Jim Sees'.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to declare May 23, 2020 World Migratory Bird Day.

REPORT PREPARED BY: Joe Kerlin, Superintendent of Parks and Forestry

REPORT DATE: March 18, 2020

MEETING DATE: March 24, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: Since 1993 World Migratory Bird Day (WMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.

While WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants.

STAFF COMMENTS: The City of Sheboygan became a designated Bird City in 2012. This resolution needs to be completed each year to keep current the City's status. At this time the Sheboygan County Audubon Society fills out the application for the city and organizes the programs needed to maintain the City's status.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 194-19-20 to declare May 23, 2020 World Migratory Bird Day.

ATTACHMENTS:

- I. Res. No. 194-19-20

III

Other Matters

8.1

Res. No. 195- 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with LeMahieu Tree Service for the complete removal of 80 trees and stumps and associated landscape restoration.

WHEREAS, funding for the removal of 80 trees, most of them being Ash, along with removal of the stumps and restoration of the site (the "Work") was included in the 2020 Capital Improvements Budget; and

WHEREAS, the City has advertised for bids for the Work, which included detailed specifications for the Work; and

WHEREAS, the low bid was from LeMahieu Tree Service in the amount of \$59,250.00; and

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

WHEREAS, the City intends to ultimately fund part of cost of the Work through its annual borrowing program; and

WHEREAS, pursuant to the authority in Res. 486-93-94, the Finance Director/Treasurer has completed a Declaration of Official Intent to reimburse expenditures related to the Project.

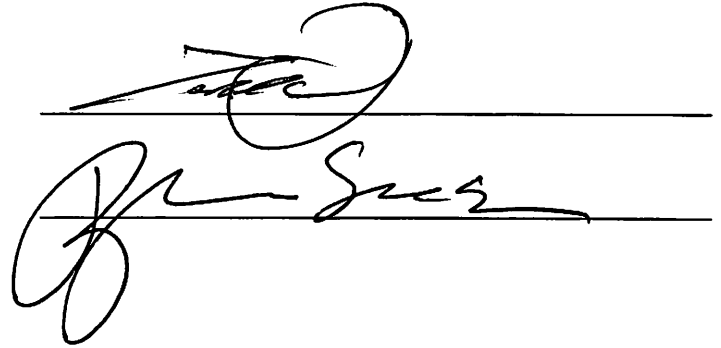
NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are authorized to enter into the attached contract with LeMahieu Tree Service for the Work.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the Work as set forth below:

Account No. 26553000-631100 (Park, Forestry and Open Space Fund - Parks and Forestry - Improvements Other Than Buildings)	\$39,221.40
Account No. 47953000-631100 (Capital Improvement Fund - Parks and Forestry - Improvements Other Than Buildings)	\$20,028.60

Public Works.

BE IT FURTHER RESOLVED: As Account No. 47953000-631100 will be funded with monies from the City's annual borrowing program, prior to the City's annual borrowing program being completed the appropriate City officials may draw up to \$59,250.00 from Account No. 26553000-631100. Expenditures from Account No. 26553000-631100 made prior to the completion of the borrowing program may be reimbursed with borrowed funds from Account No. 47953000-631100 so that the ultimate expenditures from each funding source do not exceed the amounts stated above. In the event that the annual borrowing program provides less than \$39,221.40 for Account No. 47953000-631100, any shortfall may be paid from Account No. 26553000-631100.



The image shows two handwritten signatures in black ink, each written over a horizontal line. The top signature is more stylized and cursive, while the bottom signature is more legible and appears to be a name like 'John Smith'.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
LEMAHIEU TREE SERVICE**

**REGARDING THE REMOVAL OF TREES AND STUMPS FROM THE CITY OF
SHEBOYGAN**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2020 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and LeMahieu Tree Service (“Contractor”).

WITNESSETH:

WHEREAS, the City requires the complete removal of City-owned trees at specific locations throughout the City of Sheboygan and the restoration of the sites where those trees are presently located; and

WHEREAS, Contractor is willing and able to complete the necessary services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall perform all work associated with complete removal of eighty trees at specific locations set forth in Exhibit A (the “Services”). This shall include planning for street closures, all necessary advance notification—including advance notification to public safety organizations (at least five days in advance of any closing), Shoreline Metro Transportation, and affected landowners—and all necessary cleanup and restoration work. Contractor shall plan all work to be done in close coordination with the City’s Project Manager.

Contractor shall provide all labor, machinery, and equipment to safely and skillfully remove the trees (the “Removal”), shall dispose of all materials from the Removal in a lawful manner¹ (the “Disposal”), and shall cause all stumps remaining from the Removal to be ground to a depth of 9” below finished grade (“Grinding”).² The cavity resulting from the grinding of stumps shall be leveled with screened topsoil and covered with grass seed and mulch (“Restoration”).

Removal: Contractor shall first remove upper branches of the canopy to prepare the tree for removal. Branches shall be chipped on-site. Contractor shall then remove the trunk of the tree, beginning with the uppermost large limbs and continuing down to ground level. Trunks shall be

¹ The Parties note that all of Sheboygan County is within an Emerald Ash Borer non-attainment zone. Contractor shall comply with all regulations regarding the export of wood harvested under this Agreement.

² If underground obstacles, such as utilities, are present directly under the stumps to be ground, Grinding may be terminated at a depth of 5” below the top of the sidewalk.

removed in small enough pieces to allow them to be safely placed at ground level. Contractor may fell a tree in its entirety as long as the tree can be removed safely without injury or damage to streets, curbs, or surrounding property. As mentioned elsewhere in this Agreement, Contractor is responsible for any damage caused as a result of its removal of trees.

The trunk of the tree shall be removed down to a level off of grade that will allow the stump to be efficiently ground out of the soil.

Disposal: All logs, limbs, leaves, wood chips, and cord wood resulting from the removal of the trees is the property of the Contractor, and shall be removed from the area and disposed of in a lawful manner.

Restoration: Contractor shall remove wood chips created by the stump grinding from the hole to a level practical to assure future grass growth. Wood chips and soil thrown beyond the hole are to be promptly cleaned up. Holes and depressions are to be filled with screened topsoil free from stones, clay, clumps, and foreign matter. Soil placed into the hole is to be compacted to guard against depressions from settling in the future, with the top raked to ensure it is level with the surrounding lawn. The patch is to be seeded with good quality grass seed free from excess weeds. A top coat of mulch is to be applied to assure good moisture retention and inhibit seed germination and grass growth. Should weather conditions not be conducive to assurance of seed germination, the Contractor will conduct a future seed application acceptable to the City's Project Manager.

Before leaving the work area, Contractor will assure that all materials created during the work have been removed and cleaned up, and that the area is left in a similar condition to when the Contractor mobilized on-site.

Other: Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be affected by Contractor's operations, at least three (3) business days before beginning operations. Contractor shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Contractor shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of Contractor.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). Contractor shall specifically use industry best

practices with respect to handling ash trees known to have been infested with Emerald Ash Borer. The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

The City designates Tim Bull as its designated project manager for purposes of this Agreement.

Article 4. Compensation

The City shall pay Contractor an amount not to exceed \$59,250 for Contractor to complete the Services set forth in Article 1.

Contractor may invoice the City as the tasks identified below are completed:

• Removal and Grinding of 15 Trees on North Avenue	\$10,350.00
• Removal and Grinding of 20 Trees on North 28 th Street	\$17,750.00
• Removal and Grinding of 20 Trees on North 25 th Street	\$19,050.00
• Removal and Grinding of 25 Trees at Fire Station #1	<u>\$12,100.00</u>
	\$59,250.00

Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five days of receipt of invoice. The invoice shall be sent to:

Tim Bull
Department of Public Works
City of Sheboygan
2026 New Jersey Ave.
Sheboygan, Wisconsin 53081
timothy.bull@sheboyganwi.gov

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Performance and Payment Bond

Contractor shall, within ten (10) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall begin the Services within 40 days of this Agreement's approval by the Common Council of the City of Sheboygan, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed. Contractor shall complete the services by July 30, 2020 or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Project Manager shall have the authority to consent to an extension of the Deadline. Should the Contractor fail to complete the work by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of \$100. This sum shall be considered and treated not as a penalty but fixed, agreed, and liquidated damages due the City from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours, and other items which have caused an expenditure of public funds resulting from Contractor's failure to complete the work.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Quality of Materials

All materials used by Contractor shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, of which have been discontinued are unacceptable without prior written approval by the City.

Article 9. Safety Requirements

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 11. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

Contractor shall indemnify and defend the City—including its Officials, Agents, and Employees—from all liability, including, but not limited to, losses, damages, costs, attorney’s fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney’s fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall further indemnify and defend the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Contractor’s employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the Contractor or subcontractor for any payments under any worker’s compensation law or any expenses of or any payments made by any worker’s compensation insurance carrier on behalf of said Contractor or sub-contractor, and the Contractor shall indemnify the City for any costs, expenses, judgments, and attorney’s fees with respect to any above referenced workers’ compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

- a. **Workers’ Compensation Insurance** — Contractor shall acquire and maintain, for the duration of the Agreement, Workers’ Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers’ Compensation Insurance in accordance with all statutory requirements.
- b. **Commercial General Liability Insurance** — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 22. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 25. Notices

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

City:

Contractor:

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

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

Article 26. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either

its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 29. Non-Collusion

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

- a. The price in its response was arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor.
- b. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a response to the City regarding the Services for the purpose of restricting competition.

Article 30. Other Provisions

- a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

- e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Michael J. Vandersteen, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

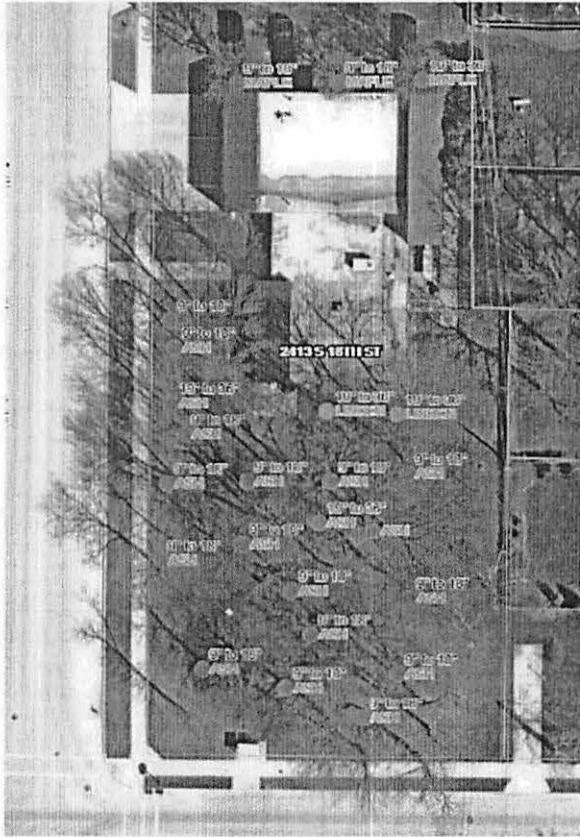
ATTEST: _____

DATE: _____

DATE: _____

Exhibit A
Tree Locations

Fire Station 2 2413 S 18th St



20 ash trees, 2 linden trees, and 3 maple trees need removal and stump grinding with topsoil replacement and grass seeding. Total 401" of DBH

Three Maple trees north of building dbh: 13", 18", & 19"

One stem of a two stem Linden dbh: 21"

All three stems of a linden diameter at base of tree: 32"

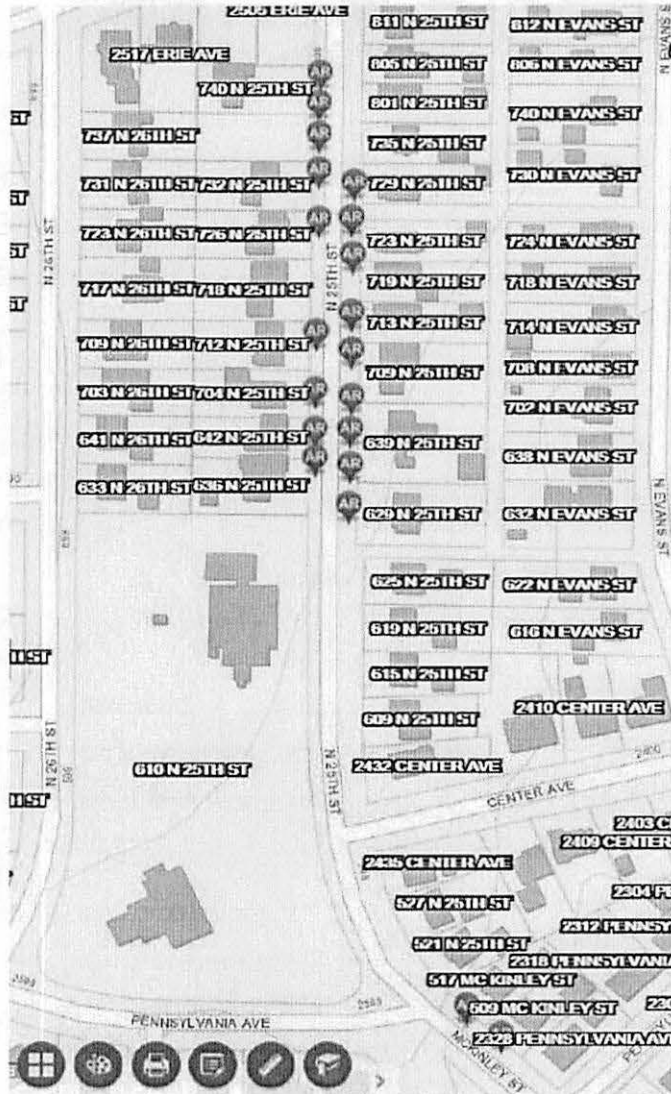
20 Ash trees some west of building some south dbh: 1@10", 2@11", 6@13", 1@14", 2@15", 4@17", 2@18", 1@19", & 1@21"

N25th Street 500 Block to 800 Block

20 ash trees need removal and stump grinding with topsoil replacement and grass seeding.

Total 454" of DBH

Address	DBH"
740 N 25 th St	22
740 N 25 th St	22
740 N 25 th St	20
732 N 25 th St	26
729 N 25 th St	25
726 N 25 th St	25
723 N 25 th St	18
719 N 25 th St	22
713 N 25 th St	24
712 N 25 th St	28
709 N 25 th St	21
704 N 25 th St	27
642 N 25 th St	23
639 N 25 th St	24
639 N 25 th St	23
639 N 25 th St	23
636 N 25 th St	9
629 N 25 th St	22
517 McKinley St	28
509 McKinley St	22
Total	454

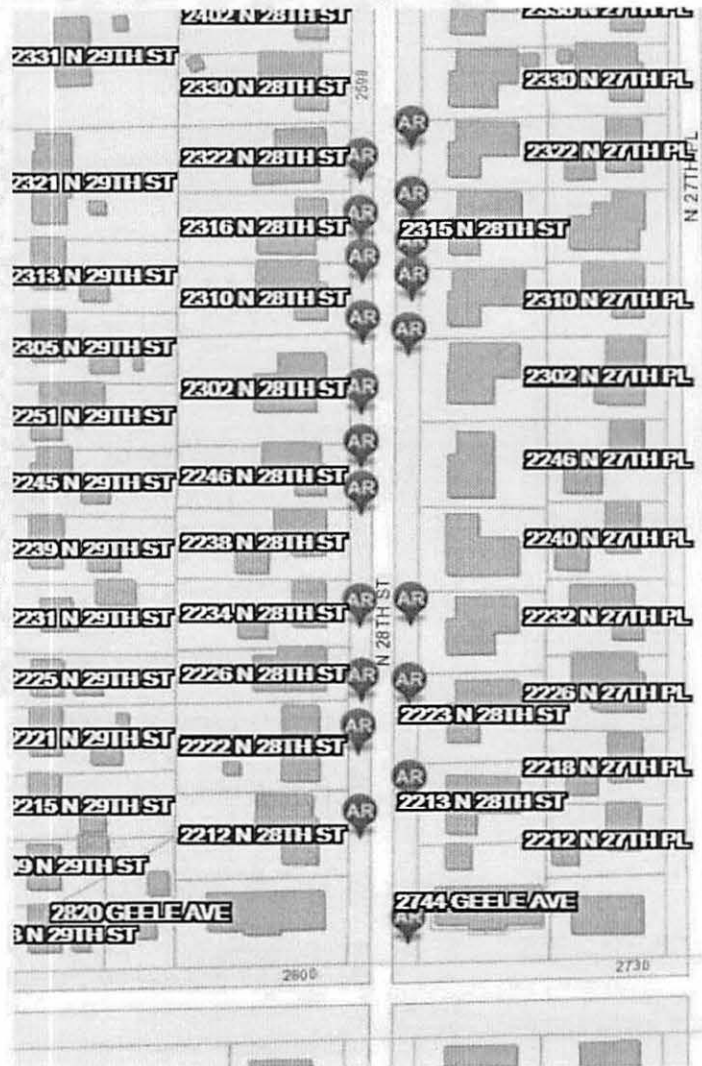


N28th Street 2300 Block to the 2800 Block

20 ash trees need removal and stump grinding with topsoil replacement and grass seeding.

Total 418" of DBH

Address	DBH"
2322 N 28 th St	24
2321 N 28 th St	24
2316 N 28 th St	18
2315 N 28 th St	24
2310 N 28 th St	25
2307 N 28 th St	19
2302 N 28 th St	23
2302 N 28 th St	24
2302 N 28 th St	13
2301 N 28 th St	14
2246 N 28 th St	19
2238 N 28 th St	19
2234 N 28 th St	17
2231 N 28 th St	25
2226 N 28 th St	16
2223 N 28 th St	30
2222 N 28 th St	24
2213 N 28 th St	22
2212 N 28 th St	14
2744 Geele Ave on N 28 th St	24
Total	418

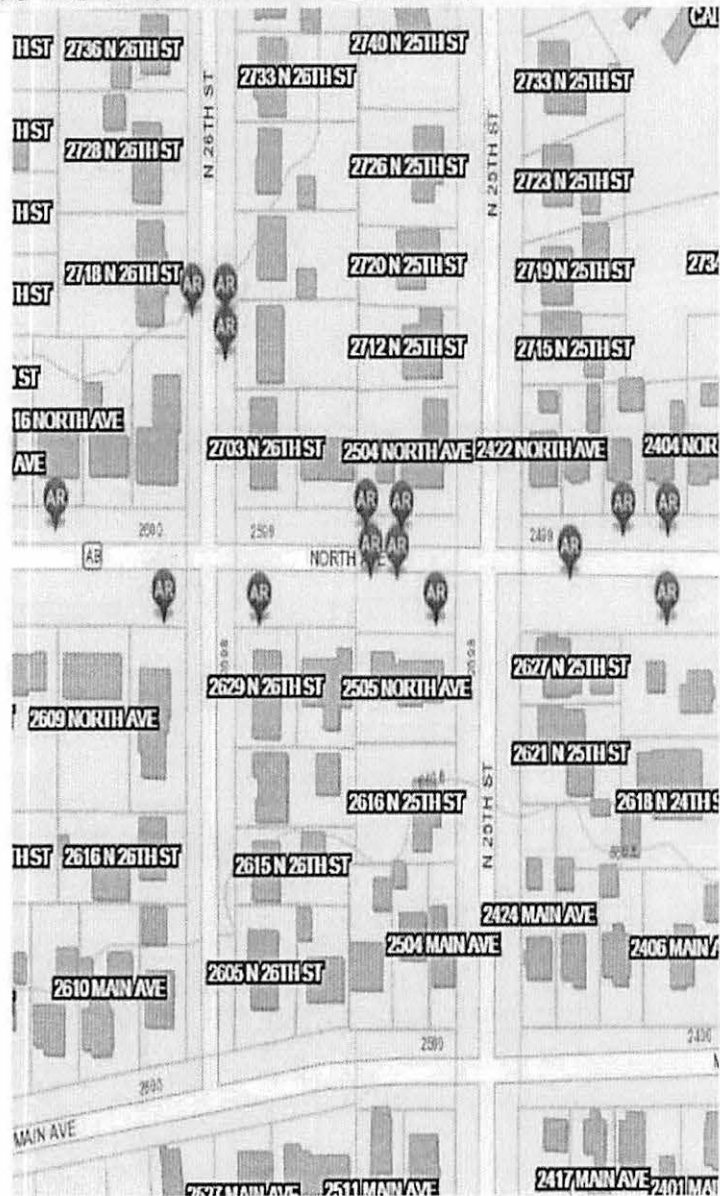


North Avenue 2400 Block to the 2800 Block

15 ash trees need removal and stump grinding with topsoil replacement and grass seeding.

Total 276" of DBH

Address	DBH"
2718 N 26 th St	16
2711 N 26 th St	16
2711 N 26 th St	19
2629 N 26 th St on North Ave	22
2628 N 26 th St on North Ave	24
2616 North Ave	28
2505 North Ave	20
2504 North Ave	21
2504 North Ave	10
2504 North Ave in center parkway	20
2504 North Ave in center parkway	8
2626 N 24 th St on North Ave	17
2410 North Ave	13
2414 North Ave	28
2420 North Ave in center parkway	14
Total	276



CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to enter into a contract with LeMahieu Tree Service for the complete removal of 80 trees and stumps and associated landscape restoration.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: March 18, 2020

MEETING DATE: March 24, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 26553000-631100
47953000-631100
Budget Summary: 2020 Parks and
Forestry & Capital
Improvements
Budget Expenditure: \$75,000
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The Parks and Forestry Division has included funding in the 2020 Capital Improvements Program for the complete removal of 80 trees and stumps, on a contract basis with a firm specializing in this type of work. The majority of the trees to be removed are Ash trees. A specification for the work was developed and the work was put out for bids with the following bids received: Parms' Tree Service, Plymouth \$ 98,150.00; Serenity Farm, Sheboygan \$ 74,566.00; and LeMahieu Tree Service, Oostburg, \$ 59,250.00. Following a review it was determined that the low bid satisfies all of the requirements

STAFF COMMENTS: The City is currently in a crisis situation in response to the onslaught of the Emerald Ash Borer. A contract for the removal of 80 trees will allow the city the ability to get ahead of the curve in the fight against the EAB. City Forestry Division crews continue to remove affected Ash trees on a constant basis.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 195-19-20 authorizing the appropriate City officials to enter into a contract with LeMahieu Tree Service for the complete removal of 80 trees and stumps and associated landscape restoration.

ATTACHMENTS:

- I. Res. No. 195-19-20
- II. LeMahieu Tree Service Agreement



TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

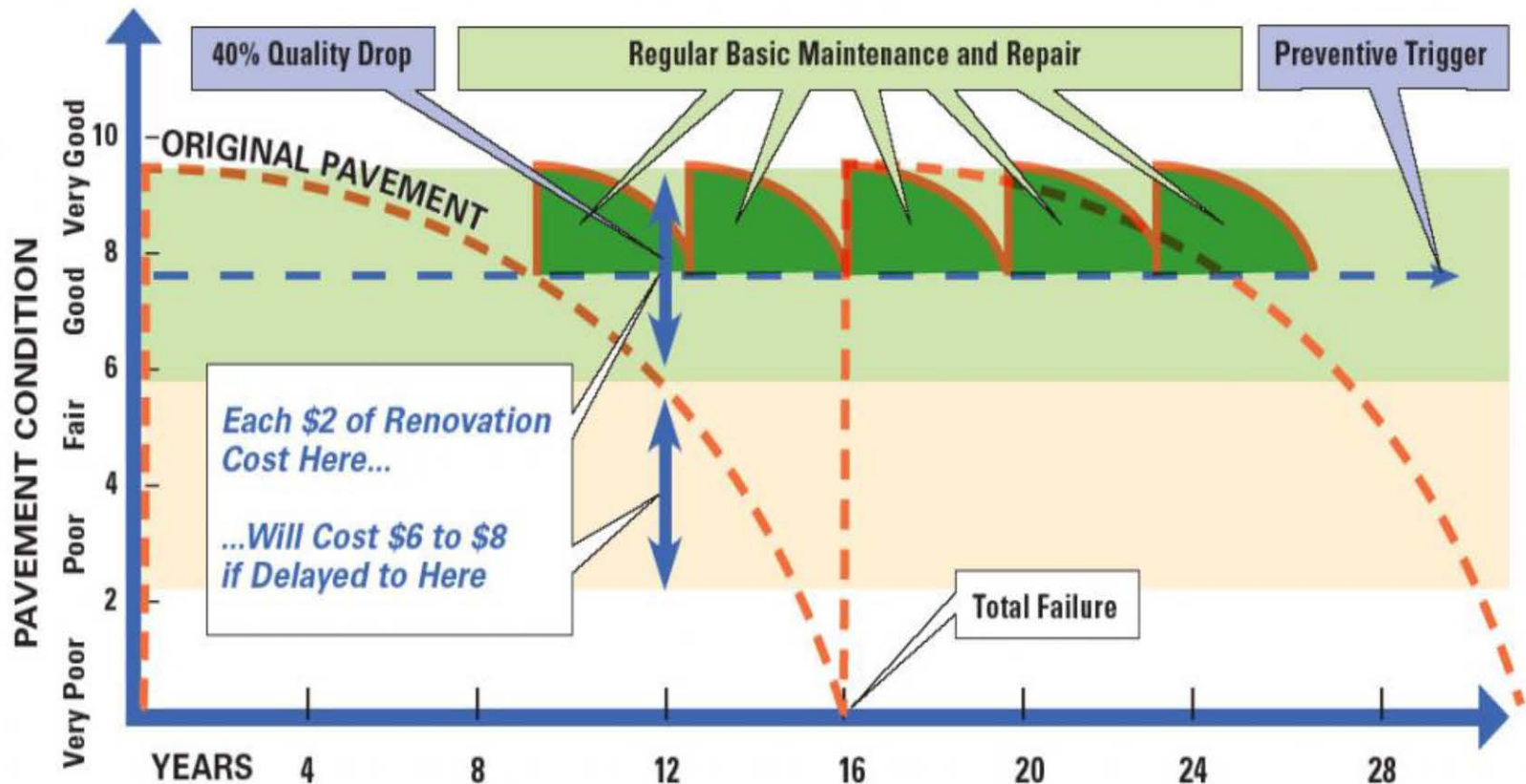
CITY OF SHEBOYGAN
PUBLIC WORKS

DAVID H. BIEBEL
DIRECTOR OF PUBLIC WORKS

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

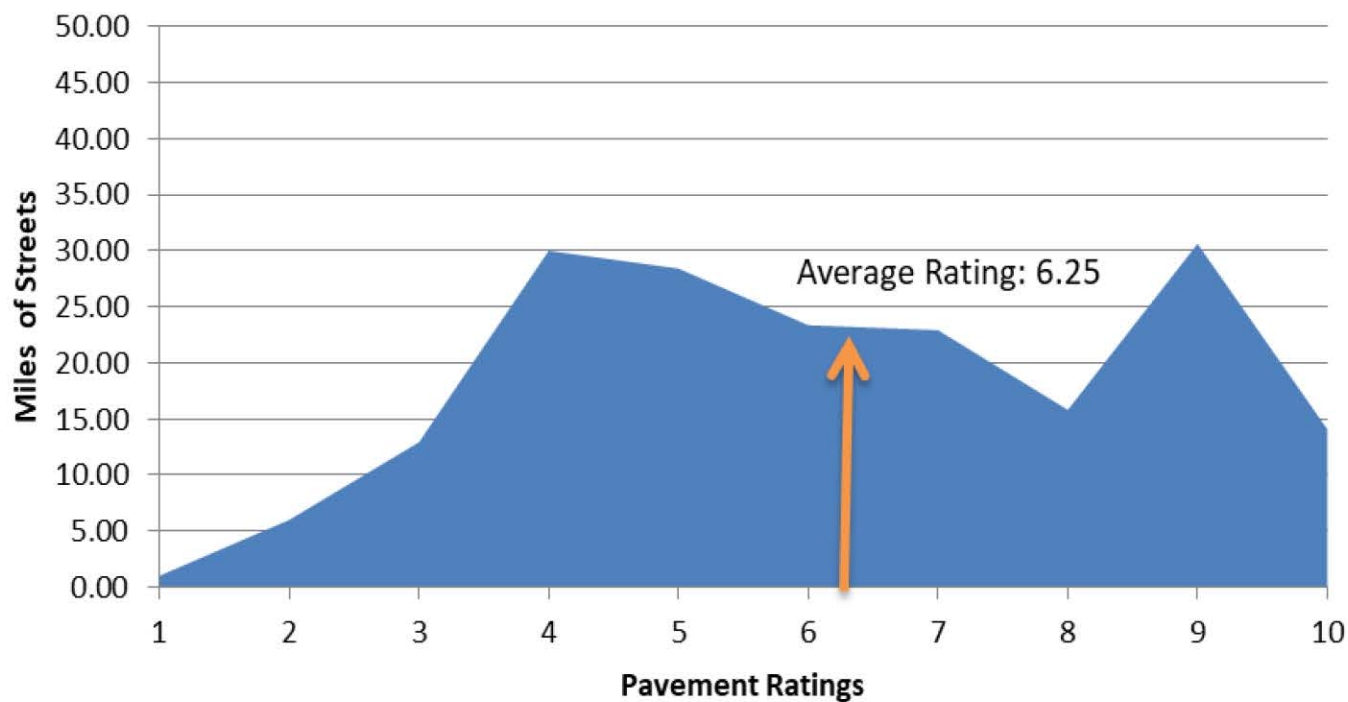
CITY OF SHEBOYGAN
PUBLIC WORKS

The Cost of "Timely" Maintenance



TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

Miles of Pavement by Ratings 2019



TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

City of Sheboygan Pavement Ratings WISLR "Paser" Ratings: 2007

	Rating	Lineal Feet		Miles	Percent	Total Percent
Failed	1	792	792	0.15	0.078%	
	2	16,101	32,202	3.05	1.590%	
	3	29,879	89,637	5.66	2.950%	4.618%
	4	104,202	416,808	19.74	10.288%	
Fair	5	179,273	896,365	33.95	17.701%	
	6	165,308	991,848	31.31	16.322%	44.311%
	7	191,739	1,342,173	36.31	18.932%	
Good	8	124,280	994,240	23.54	12.271%	31.202%
	9	80,060	720,540	15.16	7.905%	
Excellent	10	<u>121,169</u>	1,211,690	<u>22.95</u>	11.964%	19.869%
		1,012,803	6,696,295	191.82	100%	
Average	6.611646					

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

City of Sheboygan Pavement Ratings WISLR "Paser" Ratings: 2013

	Rating	Lineal Feet		Miles	Percent	Total Percent
Failed	1	1,781	1,781	0.34	0.169%	
	2	19,487	38,974	3.69	1.853%	
	3	47,714	143,142	9.04	4.537%	6.560%
	4	138,030	552,120	26.14	13.125%	
Fair	5	237,598	1,187,990	45.00	22.594%	
	6	164,575	987,450	31.17	15.650%	51.369%
	7	159,758	1,118,306	30.26	15.192%	
Good	8	90,620	724,960	17.16	8.617%	23.809%
	9	98,246	884,214	18.61	9.342%	
Excellent	10	<u>93,810</u>	938,100	<u>17.77</u>	8.921%	18.263%
		1,051,619	6,577,037	199.17	100%	
Average	6.254201					

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

City of Sheboygan Pavement Ratings WISLR "Paser" Ratings: 2015

	Rating	Lineal Feet	Weighted	Miles	Percent	Total Percent
Failed	1	4,119	4,119	0.78	0.408%	
	2	37,848	75,696	7.17	3.745%	
	3	100,380	301,140	19.01	9.932%	14.084%
	4	170,183	680,732	32.23	16.839%	
Fair	5	176,049	880,245	33.34	17.419%	
	6	143,861	863,166	27.25	14.234%	48.492%
	7	116,625	816,375	22.09	11.539%	
Good	8	85,568	684,544	16.21	8.466%	20.006%
	9	69,997	629,973	13.26	6.926%	
Excellent	10	<u>106,044</u>	<u>1,060,440</u>	<u>20.08</u>	<u>10.492%</u>	<u>17.418%</u>
		1,010,674	5,996,430	191.42	100%	
Average	5.9331					

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

City of Sheboygan Pavement Ratings
WISLR "Paser" Ratings: 2017

	Rating	Lineal Feet	Weighted	Miles	Percent	Total Percent
Failed	1	11,194	11,194	2.12	1.090%	
	2	37,957	75,914	7.19	3.696%	
	3	82,252	246,756	15.58	8.010%	12.796%
	4	166,354	665,416	31.51	16.199%	
Fair	5	174,350	871,750	33.02	16.978%	
	6	129,453	776,718	24.52	12.606%	45.783%
	7	129,004	903,028	24.43	12.562%	
Good	8	86,947	695,576	16.47	8.467%	21.029%
	9	168,052	1,512,468	31.83	16.365%	
Excellent	10	<u>41,367</u>	<u>413,670</u>	<u>7.83</u>	4.028%	20.393%
		1,026,930	6,172,490	194.49	100%	
Average	6.010624					

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

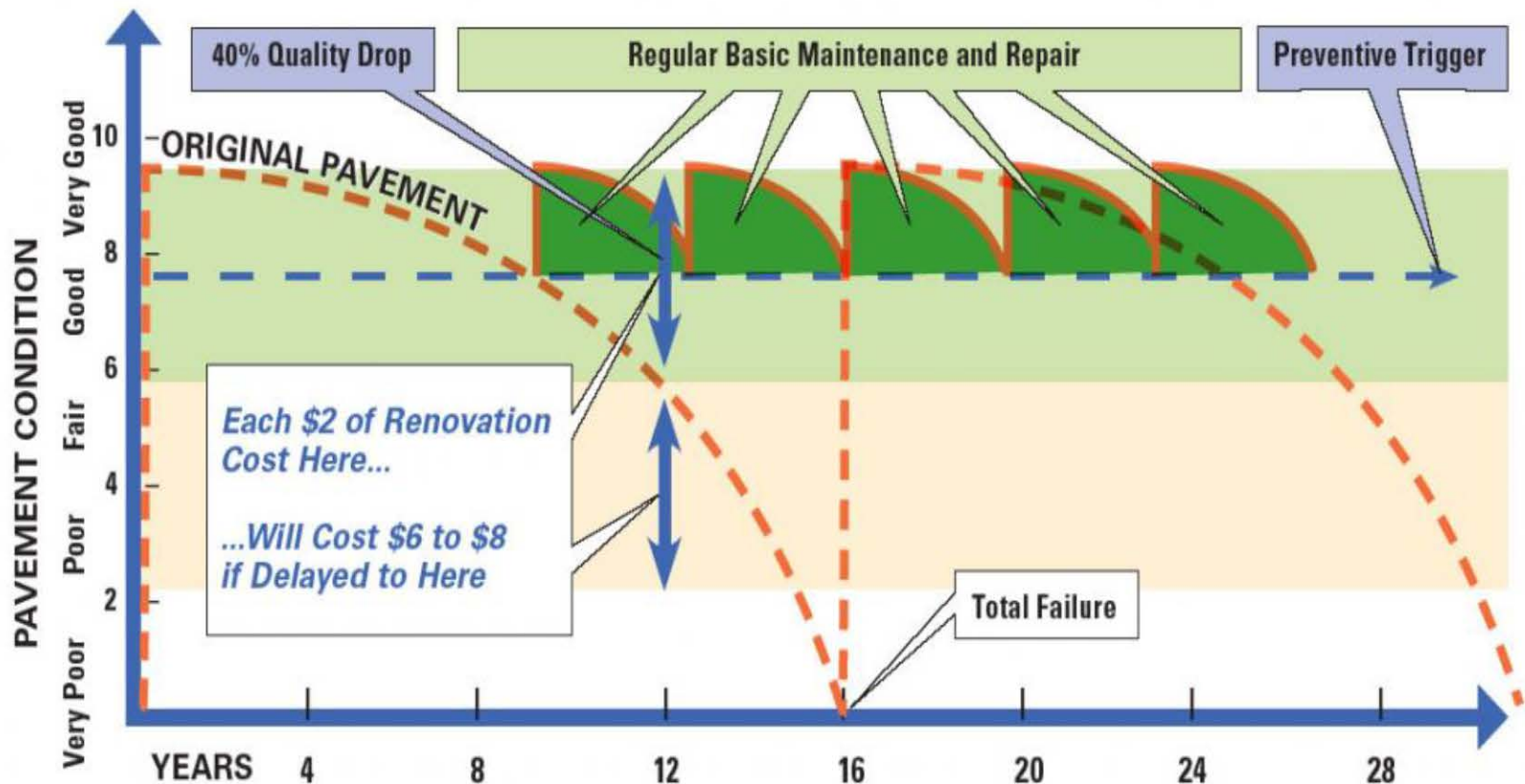
City of Sheboygan Pavement Ratings WISLR "Paser" Ratings: 2019

	Rating	Lineal Feet	Weighted	Miles	Percent	Total Percent
Failed	1	5,333	5,333	1.01	0.546%	
	2	31,675	63,350	6.00	3.240%	
	3	68,263	204,789	12.93	6.983%	10.769%
	4	158,341	633,364	29.99	16.199%	
Fair	5	150,015	750,075	28.41	15.347%	
	6	123,324	739,944	23.36	12.616%	44.161%
	7	121,020	847,140	22.92	12.381%	
Good	8	83,489	667,912	15.81	8.541%	20.922%
	9	161,691	1,455,219	30.62	16.541%	
Excellent	10	<u>74,353</u>	<u>743,530</u>	<u>14.08</u>	7.606%	24.148%
		977,504	6,110,656	185.13	100%	
Average	6.251285					

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

CITY OF SHEBOYGAN
PUBLIC WORKS

The Cost of "Timely" Maintenance



TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

Pavement Condition Rating Change

Pavement Category	2007 Rating Percentage	2015 Rating Percentage	2019 Rating Percentage	2015-2019 Percent Change
Failed	4.62%	14.08%	10.77%	-23.51%
Fair	44.31%	48.49%	44.16%	-8.93%
Good	31.20%	20.01%	20.92%	4.55%
Excellent	19.87%	17.42%	24.15%	38.63%

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

CITY OF SHEBOYGAN
PUBLIC WORKS



Crack Filling: \$5.50/ft.

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

CITY OF SHEBOYGAN
PUBLIC WORKS



Remove and Replace Curb and Gutter:

2015 = \$48.00/ft.

2020 = \$62.00/ft.

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

CITY OF SHEBOYGAN
PUBLIC WORKS



Concrete Panel Replacement:
2015 = \$105.00/S.Y.
2020 = \$115.00/S.Y.

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

CITY OF SHEBOYGAN
PUBLIC WORKS



New Asphalt Over Concrete:
2015 = \$30/ft. -City Crew
2020 = \$35/ft. -City Crew

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

CITY OF SHEBOYGAN
PUBLIC WORKS

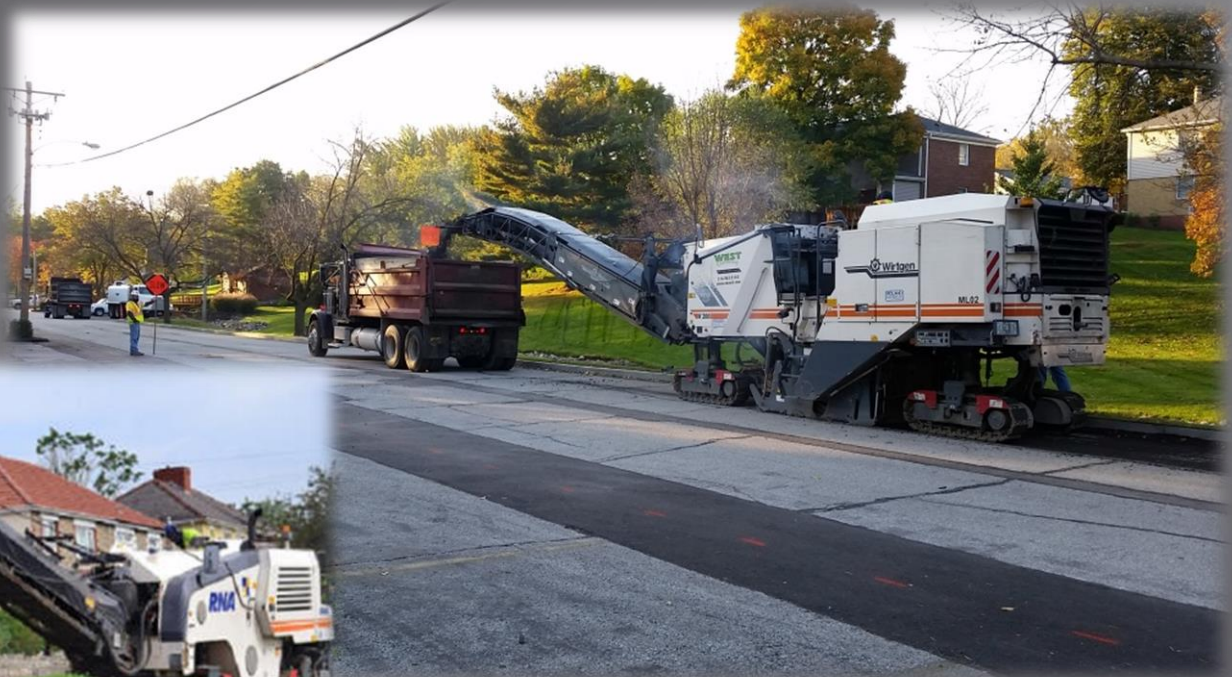


New Asphalt Over Concrete:
2015 = \$52.50/ft. - Contractor
2020 = \$71.50/ft. - Contractor

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

CITY OF SHEBOYGAN
PUBLIC WORKS

Mill and Fill Asphalt Street:
2015 = \$75/ft. – Contractor
2020 = \$90/ft. - Contractor



Mill and Fill Asphalt Street:
2015 = \$42/ft. – Contractor Mill/City Crew Fill
2020 = \$50/ft. – Contractor Mill/City Crew Fill

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

CITY OF SHEBOYGAN
PUBLIC WORKS



Concrete Road Reconstruct:
2015 = \$225.00/ft.
2020 = \$325.00/ft.

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

ADMINISTRATION/STREETS AND SANITATION/ENGINEERING DIVISION	County / State / Federal Grants	(County Sales Tax)	G. O. Borrowed Funds	(TIF Borrowing)	Special Assessment	(Wheel Tax)	TOTAL
2021							
Georgia Avenue (South Ninth Street to South 14th Street)	\$ -	\$ -	\$ 354,000	\$ -	\$ -	\$ -	\$ 354,000
Washington Avenue (South Business Drive to Taylor Drive)	\$ -	\$ -	\$ 327,500	\$ -	\$ -	\$ 372,500	\$ 700,000
South Business Drive and Georgia Avenue Improvements	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ -	\$ 700,000
North Commerce Street - Construction	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ -	\$ 2,500,000
South 10th Street (Indiana Avenue to Union Avenue)	\$ -	\$ -	\$ 377,500	\$ -	\$ -	\$ 372,500	\$ 750,000
North 14th St/Calumet Dr Panel Replacement (Erie Ave to Saemann Ave)	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
Geele Avenue (North Third Street to Calumet Drive)	\$ -	\$ 450,671	\$ 549,329	\$ -	\$ -	\$ -	\$ 1,000,000
CMAQ-Kohler Memorial Dr-Erie Av Traffic Flow Construction	\$ 414,480	\$ -	\$ 103,620	\$ -	\$ -	\$ -	\$ 518,100
CMAQ-14th St Traffic Flow Construction	\$ 607,040	\$ -	\$ 151,760	\$ -	\$ -	\$ -	\$ 758,800
CMAQ-Taylor Drive Traffic Flow Construction	\$ 533,520	\$ -	\$ 133,380	\$ -	\$ -	\$ -	\$ 666,900
Storm Water Management Plan	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Sidewalk Repair/Replacement Program (Citywide)	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
TOTALS	\$ 1,555,040	\$ 450,671	\$ 2,747,089	\$ 3,200,000	\$ 100,000	\$ 745,000	\$ 8,797,800

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

ADMINISTRATION/STREETS AND SANITATION/ENGINEERING DIVISION	County / State / Federal Grants	(County Sales Tax)	G. O. Borrowed Funds	(TIF Borrowing)	Special Assessment	(Wheel Tax)	TOTAL
2022							
South 12th Street (Greenfield Avenue to Union Avenue)	\$ -	\$ 450,671	\$ 189,329	\$ -	\$ -	\$ -	\$ 640,000
North Avenue (Calumet Drive to Taylor Drive)	\$ -	\$ -	\$ 850,000	\$ -	\$ -	\$ -	\$ 850,000
St. Clair Avenue (9th Street to 14th Street)	\$ 105,000	\$ -	\$ 270,000	\$ -	\$ -	\$ -	\$ 375,000
Calumet Drive Panel Replacement (Saemann to NCL)	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
North 25th Street (Kohler Memorial Drive to North Avenue)	\$ -	\$ -	\$ 415,000	\$ -	\$ -	\$ 745,000	\$ 1,160,000
Storm Water Management Plan	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Sidewalk Repair/Replacement Program (Citywide)	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
TOTALS	\$ 105,000	\$ 450,671	\$ 2,474,329	\$ -	\$ 100,000	\$ 745,000	\$ 3,875,000

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

ADMINISTRATION/STREETS AND SANITATION/ENGINEERING DIVISION	County / State / Federal Grants	(County Sales Tax)	G. O. Borrowed Funds	(TIF Borrowing)	Special Assessment	(Wheel Tax)	TOTAL
2023							
Indiana Avenue (South 17th Street to South 24th Street)	\$ 1,500,000	\$ 450,671	\$ 1,734,329	\$ -	\$ -	\$ -	\$ 3,685,000
Lakeshore Drive (Mead Avenue to Rail Road Tracks)	\$ -	\$ -	\$ 740,000	\$ -	\$ -	\$ -	\$ 740,000
South 18th Street (Mead Avenue to Washington Avenue)	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ 745,000	\$ 760,000
Storm Water Management Plan	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Sidewalk Repair/Replacement Program (Citywide)	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
TOTALS	\$ 1,500,000	\$ 450,671	\$ 2,739,329	\$ -	\$ 100,000	\$ 745,000	\$ 5,535,000

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

ADMINISTRATION/STREETS AND SANITATION/ENGINEERING DIVISION	County / State / Federal Grants	(County Sales Tax)	G. O. Borrowed Funds	(TIF Borrowing)	Special Assessment	(Wheel Tax)	TOTAL
2024							
Wilson Avenue (Lakeshore Drive to South Business Drive)	\$ -	\$ 450,671	\$ 254,329	\$ -	\$ -	\$ 745,000	\$ 1,450,000
Geele Avenue (North 29th Street To North Taylor Drive) {Option 1}	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
Weeden Creek Road (S. 12th Street to S. Business Drive) {Option 2}	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
North 15th Street Design (Calumet Drive to Mayflower Avenue)	\$ 350,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 500,000
Erie Avenue (North 19th Street to Taylor Drive)	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
New Jersey Avenue (South 13th Street to Wildwood Drive)	\$ 105,000	\$ -	\$ 895,000	\$ -	\$ -	\$ -	\$ 1,000,000
Storm Water Management Plan	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Sidewalk Repair/Replacement Program (Citywide)	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
TOTALS	\$ 455,000	\$ 450,671	\$ 4,049,329	\$ -	\$ 100,000	\$ 745,000	\$ 5,800,000

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

ADMINISTRATION/STREETS AND SANITATION/ENGINEERING DIVISION 2025	County / State / Federal Grants	(County Sales Tax)	G. O. Borrowed Funds	(TIF Borrowing)	Special Assessment	(Wheel Tax)	TOTAL
North 15th Street (Calumet Drive to Mayflower Avenue)	\$ 2,500,000	\$ 450,671	\$ 1,804,329	\$ -	\$ -	\$ 745,000	\$ 5,500,000
Intersection of Barrett Ave./Lincoln Ave./Broughton Drive	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Storm Water Management Plan	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Sidewalk Repair/Replacement Program (Citywide)	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
TOTALS	\$ 2,500,000	\$ 450,671	\$ 2,304,329	\$ -	\$ 100,000	\$ 745,000	\$ 6,100,000

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

<u>FUNDING SOURCES</u>	2017	2018	2019	2020	2021	2022	2023
Funding							
Wheel Tax	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000
Garbage Fee	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000
Special Assessments		\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Borrowing	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
TOTAL	\$4,000,000	\$4,000,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000
Funding accumulated	\$4,000,000	\$8,000,000	\$12,500,000	\$17,000,000	\$21,500,000	\$26,000,000	\$30,500,000
<u>FUNDING SOURCES</u>	2024	2025	2026	2027	2028	2029	2030
Funding							
Wheel Tax	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000
Garbage Fee	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000
Special Assessments	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Borrowing	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
TOTAL	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000
Funding accumulated	\$35,000,000	\$39,500,000	\$44,000,000	\$48,500,000	\$53,000,000	\$57,500,000	\$62,000,000

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

FUNDING SOURCES	2020	2021	2022	2023	2024	2025	2026
Funding							
Wheel Tax	\$745,000	\$745,000	\$745,000	\$745,000	\$745,000	\$745,000	\$745,000
Property Tax Levy	\$684,025	\$684,025	\$684,025	\$684,025	\$684,025	\$684,025	\$684,025
Special Assessments	\$200,000	\$200,000	\$200,000	\$100,000	\$100,000	\$100,000	\$100,000
County Sales Tax	\$450,671	\$450,671	\$450,671	\$450,671	\$450,671	\$450,671	\$450,671
Borrowing	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
TOTAL	\$4,079,696	\$4,079,696	\$4,079,696	\$3,979,696	\$3,979,696	\$3,979,696	\$3,979,696
Funding accumulated	\$4,079,696	\$8,159,392	\$12,239,088	\$16,218,784	\$20,198,480	\$24,178,176	\$28,157,872
FUNDING SOURCES	2027	2028	2029	2030	2031	2032	2033
Funding							
Wheel Tax	\$745,000	\$745,000	\$745,000	\$745,000	\$745,000	\$745,000	\$745,000
Property Tax Levy	\$684,025	\$684,025	\$684,025	\$684,025	\$684,025	\$684,025	\$684,025
Special Assessments	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000	\$25,000	\$25,000
County Sales Tax	\$450,671	\$450,671	\$450,671	\$450,671	\$450,671	\$450,671	\$450,671
Borrowing	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
TOTAL	\$3,929,696	\$3,929,696	\$3,929,696	\$3,929,696	\$3,904,696	\$3,904,696	\$3,904,696
Funding accumulated	\$32,062,568	\$35,992,264	\$39,921,960	\$43,851,656	\$47,756,352	\$51,661,048	\$55,565,744

TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

Miles of Streets Resurfaced/Reconstructed per Year



TRANSPORTATION INFRASTRUCTURE MANAGEMENT PLAN UPDATE

Pavement Condition Rating Change

Pavement Category	2007 Rating Percentage	2015 Rating Percentage	2019 Rating Percentage	2015-2019 Percent Change
Failed	4.62%	14.08%	10.77%	-23.51%
Fair	44.31%	48.49%	44.16%	-8.93%
Good	31.20%	20.01%	20.92%	4.55%
Excellent	19.87%	17.42%	24.15%	38.63%

VIII

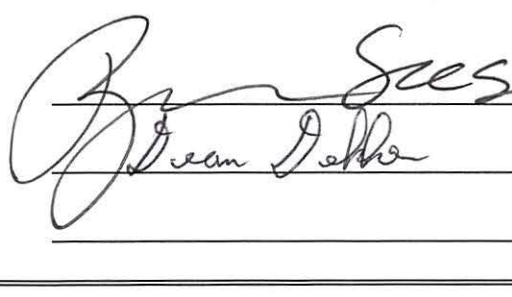
5.2

R. C. No. 184 - 19 - 20. By PUBLIC WORKS COMMITTEE. November 18, 2019.

Your Committee to whom was referred Res. No. 106-19-20 by Alderpersons Wolf and Sorenson authorizing entering into an Agreement with Making Spirits Bright, Inc. for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright drive-through holiday lights display; recommends adopting the Resolution with amended agreement.

reg
Wolf/Sorenson to
Adopt Res.
Before action was
taken
Wolf/Savaglio to
refer to Public Works


Betty Kelly


Jean Deke
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

4.2

Res. No. 106 19 - 20. By Alderpersons Wolf and Sorenson.
November 4, 2019.

A RESOLUTION authorizing entering into an Agreement with Making Spirits Bright, Inc. for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright drive-through holiday lights display.

RESOLVED: That the appropriate City officials are hereby authorized to enter into an Agreement with Making Spirits Bright, Inc. for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright drive-through holiday lights display, a copy of which is attached hereto.

Public Works
adopt with
amended
agreement





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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

**AGREEMENT
BETWEEN
CITY OF SHEBOYGAN
AND
MAKING SPIRITS BRIGHT, INC.
FOR USE OF EVERGREEN PARK
AND THE QUARRYVIEW CENTER**

THIS AGREEMENT, hereinafter referred to as the "Agreement," is entered into this _____ day of _____, 2019 (the "Effective Date"), by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin (the "City"), and Making Spirits Bright, Inc., ("MSB") a Wisconsin non-stock corporation with its principal office at 3034 N. 20th Street, Sheboygan, Wisconsin 53081.

RECITALS

(i) For over 100 years, Rotary Clubs have recognized the needs of families in Sheboygan County and have been contributors to, and supporters of, organizations who address those concerns. The motto of Service Above Self is exemplified annually by the projects that the Rotarians support and the grants provided to individuals and organizations as a result of successful fundraisers.

(ii) The Sheboygan County Rotary Clubs have combined their efforts in developing and providing the Making Spirits Bright annual drive-through holiday lights display in Evergreen Park and the Quarryview Center during the holiday season.

(iii) The Sheboygan County Rotary Clubs are partnering with the Sheboygan County Food Bank by asking all who attend this family fun event to bring food pantry items as their admission to the park.

(iv) The Sheboygan County Rotary Clubs have established MSB as a non-stock not for profit corporation for the purposes of developing, promoting, organizing, planning and staging the annual event.

(v) The Sheboygan County Rotary Clubs, through MSB, are again requesting permission to utilize Evergreen Park and the Quarryview Center for the holiday light display event and asking that the parks be closed to vehicular traffic (other than light display patrons) to ensure safety for the event.

(vi) The City is willing to grant such permission subject to certain terms and conditions.

(vii) The parties recognize and understand that Evergreen Park is also utilized in the wintertime for cross country skiing, and that a system of ski trails has been established for outdoor winter recreation by the public.

(viii) This Agreement is intended to authorize MSB to successfully set up, operate and take down their holiday light display while minimizing to the extent possible, impact upon cross country skiing in the park and the grooming of the ski trail system.

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Parties recognize that in April 2015, the Parties entered into an Agreement for the Use of Evergreen Park and Quarryview Center ("2015 Agreement"). The 2015 Agreement was set for an initial term commencing in mid-October 2015 and ending January 10, 2016. The 2015 Agreement automatically renewed for successive one-year terms through January 10, 2020. The Parties wish to conduct the 2019-2020 administration of the holiday light display event under this Agreement rather than the April 2015 Agreement.

2. The City agrees to make Evergreen Park available to MSB for its drive-through holiday light display between the Effective Date of this Agreement and January 16, 2020¹ and the Quarryview Center available to MSB between the Effective Date of this Agreement and December 31, 2019, subject to the following:

(a) MSB has, prior to the effective date of this Agreement, remitted \$1,500 to the City for the use of Evergreen Park and the Quarryview Center for the 2019-2020 administration of the holiday light display event. For the avoidance of doubt, for all future administrations of the holiday light display covered by this Agreement, MSB shall remit payment of \$1,500 per year for the use of Evergreen Park and the Quarryview Center

¹ This time period shall include the setup and removal of all lights and other elements included in the holiday light display.

on or before the March 1 preceding the event commencing in that calendar year.

- (b) MSB shall complete all event forms reasonably requested by the City's Department of Public Works, pursuant to the deadlines set forth.
- (c) MSB shall indemnify, defend, and hold harmless the City from all claims, actions and suits brought against the City on account of any injuries or damages received or sustained by any party or parties by or from the MSB, its employees, agents, or volunteers, arising from the exercise of the rights and privileges granted herein or on account of any act or omission of the MSB or its employees, agents, or volunteers.
- (d) MSB agrees to provide the City with a certificate of insurance illustrating the existence of a commercial general liability insurance policy providing at least \$2,000,000 in coverage, naming the City as an additional insured.
- (e) MSB agrees to reimburse the City for damages to the park and the Quarryview Center caused by or arising as a result of the use of said parks and park facilities under this Agreement.
- (f) MSB agrees to strictly abide by all rules established by the Department of Public Works for its use of the parks.
- (g) MSB shall work with the City Parks Department to provide room for groomed trails as shown on the map attached to this Agreement as **Exhibit A** throughout its use of Evergreen Park.
- (h) MSB shall leave the area identified as Practice Ski Area on **Exhibit B** available for use by cross country skiers at all times during its occupancy of Evergreen Park.
- (i) MSB shall make best efforts to allow for a 10 foot wide ski trail around the south side of the Area #4 parking lot beginning on January 3 of each year.

- (j) MSB shall have all ski trail areas in Evergreen Park available for grooming by January 17 of each year.
- (k) In recognition of the City's support of MSB, MSB shall recognize the City of Sheboygan as an in-kind donor in any written materials distributed at Making Spirits Bright, including a City logo on the map of Evergreen Park included in the written materials and any other recognition provided to other in-kind donors to MSB.

3. As set forth above, this Agreement shall be for an initial term commencing the Effective Date of this Agreement and ending January 13, 2020 at 5:00 p.m. It shall automatically renew to allow use of Evergreen Park and Quarryview Center on the following schedule, unless notice is provided by either party to the other no later than May 31 of each year:

Evergreen Park

October 5, 2020 through January 11, 2021 at 5:00 p.m.
October 4, 2021 through January 10, 2022 at 5:00 p.m.
October 3, 2022 through January 16, 2023 at 5:00 p.m.
October 1, 2023 through January 15, 2024 at 5:00 p.m.
October 7, 2024 through January 13, 2025 at 5:00 p.m.

Quarryview Center

November 5, 2020 through December 31, 2020
November 4, 2021 through December 31, 2021
November 3, 2022 through December 31, 2022
November 2, 2023 through December 31, 2023
November 7, 2024 through December 31, 2024
November 6, 2025 through December 31, 2025

In no event shall this Agreement be automatically renewed beyond January 13, 2025. The Director of Public Works may, subject to the availability of Evergreen Park, allow MSB to start on an earlier date than that specified in this Section.

4. Termination.

In the event that MSB breaches its obligations under this Agreement, the Director of Public Works may provide a Notice of Intent to Terminate to:

Kenneth R. King
730 S. 8th Street, Unit 506
Sheboygan, WI 53082

Such Notice of Intent to Terminate shall become effective upon ratification by the Common Council of the City.

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

MAKING SPIRITS BRIGHT, INC.

CITY OF SHEBOYGAN

By: _____

By: _____
Michael J. Vandersteen
Mayor

Date: _____

Date: _____

ATTEST:

Meredith DeBruin
City Clerk

Date: _____

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Report of Committee to whom was referred Res. No. 106-19-20 by Alderpersons Wolf and Sorenson authorizing entering into an Agreement with Making Spirits Bright, Inc. for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright drive-through holiday lights display; recommends adopting the Resolution with amended agreement.

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

REPORT DATE: March 19, 2020

MEETING DATE: March 24, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: At the November 26, 2019 Public Works Committee Res. No. 106-19-20 was passed and sent to Common Council. A representative from MSB and the Ski Group spoke at the Council meeting. The Common Council sent it back to Public Works before action was taken.

STAFF COMMENTS: MSB and the Ski Group were asked to meet and try work out some of the concerns that were presented by the Ski Group.

At this time there have been no meetings and city staff is recommending that this item be filed.

ACTION REQUESTED: Motion to recommend the Common Council receive R.C. No. 184-19-20 and file Res. No. 106-19-20 authorizing entering into an Agreement with Making Spirits Bright, Inc. for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright drive-through holiday lights display.

ATTACHMENTS:

- I. R. C. No. 184-19-20
- II. Res. No. 106-19-20
- III. Making Spirits Bright Agreement