

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


III

Res. No. 180 - 19 - 20. By Alderpersons Wolf and Sorenson.  
March 2, 2020.

A RESOLUTION authorizing accepting a Storm Sewer Easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to accept the attached Storm Sewer Easement, once properly executed, for the City to construct a storm sewer line between Niagara Avenue and the Sheboygan River:

LTC Remote Campus (Old Boat Doctors site), 1316 Niagara Ave, Sheboygan, WI  
(West side of old Union Pacific Railroad right of way)

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

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

Document Number

Document Title

STORM SEWER EASEMENT

**THIS INDENTURE**, made this \_\_\_\_ day of March, 2020, by Office Service Company, LLP, a Wisconsin limited liability partnership, "**GRANTOR**", and the City of Sheboygan, a municipal corporation of the State of Wisconsin, "**GRANTEE**";

Name and Return Address  
City of Sheboygan  
City Attorney's Office  
828 Center Ave, Suite 210  
Sheboygan, WI 53081-4442

Part of 59281500110  
Parcel Identification Number (PIN)

**WITNESSETH:**

**KNOW ALL MEN BY THESE PRESENTS**, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained agree as follows:

1. **GRANTOR** does hereby give and grant to said **GRANTEE**, its successors and assigns, a permanent non-exclusive easement to construct, operate, use, maintain, and repair a storm sewer in, under, and along the following described property, to-wit:

See Exhibits "A" and "B" for map and legal description.

Physical Site Address:

1316 Niagara Avenue  
Sheboygan, WI 53081

2. Said storm sewer facilities shall be maintained and kept in good order and condition by **GRANTEE**.
3. That in, and during, whatever construction, reconstruction, or repair work it is, or becomes, necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **GRANTEE**, be replaced in substantially the same condition as it was prior to such disturbances. **GRANTEE** shall save harmless **GRANTOR** from any loss, damage, injury or liability resulting from negligence on the part of **GRANTEE** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury, or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these



Accepted By: **CITY OF SHEBOYGAN**

\_\_\_\_\_  
Michael Vandersteen  
City of Sheboygan - Mayor

\_\_\_\_\_  
Meredith DeBruin  
City of Sheboygan – City Clerk

STATE OF WISCONSIN            )  
  ) SS  
COUNTY OF SHEBOYGAN        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above named Michael Vandersteen, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

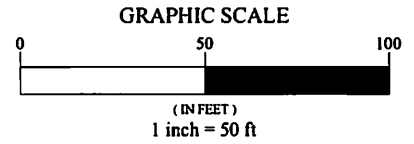
Acceptance is authorized by and in accordance with Resolution Number \_\_\_\_\_

This Instrument Drafted By:  
Michael P. Born, WI PLS - 2984-8  
Assistant City Engineer / Surveyor

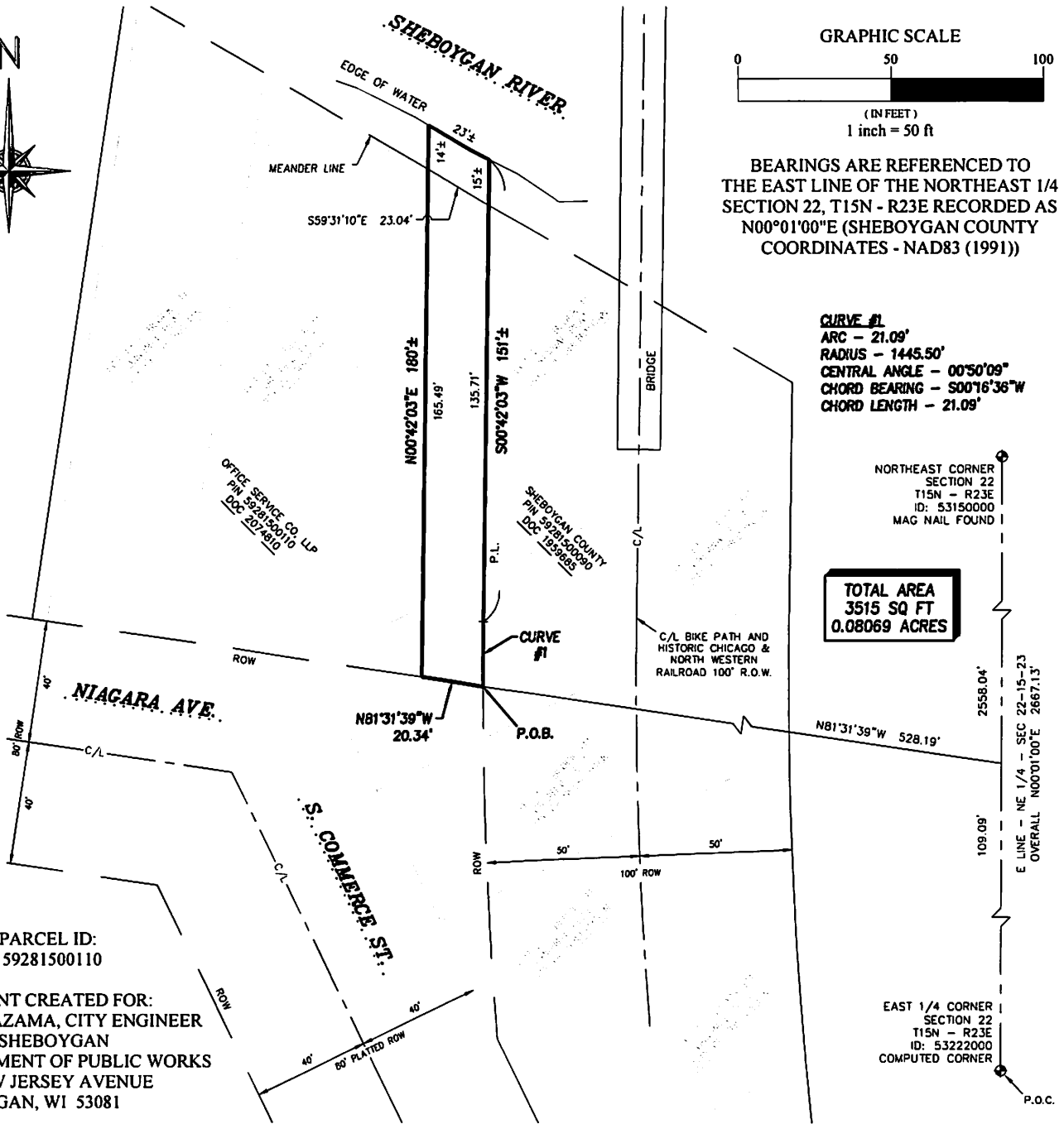
# EXHIBIT A

## STORM SEWER EASEMENT

PART OF LOTS 10 & 11 OF BLOCK 111  
 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN  
 LOCATED IN PART OF GOVERNMENT LOT 5 IN  
 SECTION 22, TOWN 15 NORTH - RANGE 23 EAST,  
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



BEARINGS ARE REFERENCED TO  
 THE EAST LINE OF THE NORTHEAST 1/4  
 SECTION 22, T15N - R23E RECORDED AS  
 N00°01'00"E (SHEBOYGAN COUNTY  
 COORDINATES - NAD83 (1991))



**CURVE #1**  
 ARC - 21.09'  
 RADIUS - 1445.50'  
 CENTRAL ANGLE - 00°50'09"  
 CHORD BEARING - S00°16'36"W  
 CHORD LENGTH - 21.09'

NORTHEAST CORNER  
 SECTION 22  
 T15N - R23E  
 ID: 53150000  
 MAG NAIL FOUND

**TOTAL AREA**  
 3515 SQ FT  
 0.08069 ACRES

EAST 1/4 CORNER  
 SECTION 22  
 T15N - R23E  
 ID: 53222000  
 COMPUTED CORNER

PARENT PARCEL ID:  
 PART OF 59281500110

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

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 12/16/19

<p><b>CITY OF SHEBOYGAN</b>  <b>PUBLIC WORKS</b></p>	<p>Engineering Division                  2026 New Jersey Avenue                  Sheboygan, Wisconsin 53081                  Phone: 920-459-3440                  Fax: 920-459-3443</p>
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**EXHIBIT B**  
**STORM SEWER EASEMENT**  
**DESCRIPTION**

PART OF LOTS 10 & 11 OF BLOCK 111  
OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN  
LOCATED IN PART OF GOVERNMENT LOT 5 IN  
SECTION 22, TOWN 15 NORTH - RANGE 23 EAST,  
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

A part of Lots 10 and 11 of Block 111 of the Original Plat of the City of Sheboygan, recorded in Volume 1 of Plats on Page 1 as document ORIGPLAT in the Sheboygan County Register of Deeds Office, located in part of Government Lot 5 in Section 22, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 22, thence North 00°01'00" East along the East line of the Northeast quarter of said Section 22, a distance of 109.09 feet to the Easterly extension of the North line of Niagara Avenue;  
thence North 81°31'39" West along said Easterly extension, a distance of 528.19 feet to the West line of the historic Chicago and North Western Railroad and the Point of Beginning;  
thence continuing North 81°31'39" West along the North line of said Niagara Avenue, a distance of 20.34 feet;  
thence North 00°42'03" East a distance of 165.49 feet to a meander line of the Southerly edge of the Sheboygan River;  
thence continuing North 00°42'03" East a distance of 14 feet, more or less, to the Southerly waters edge of the Sheboygan River;  
thence Southeasterly along said Southerly waters edge, a distance of 23 feet, more or less, to said West line;  
thence South 00°42'03" West along said West line, a distance of 15 feet, more or less, to said meander line;  
thence continuing South 00°42'03" West along said West line, a distance of 135.71 feet;  
thence Southerly 21.09 feet along said West line and the arc of a curve to the left having a radius of 1445.50 feet and a chord which bears South 00°16'36" West, a distance of 21.09 feet, to the Point of Beginning for this description.

The above described lands contain 0.08069 acres (3,515 square feet) of land, more or less, and includes the land lying between the meander line and the Sheboygan River.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS      DATE: 12/16/19

**CITY OF SHEBOYGAN**  
**PUBLIC WORKS**

Engineering Division  
2026 New Jersey Avenue  
Sheboygan, Wisconsin 53081  
Phone: 920-459-3440  
Fax: 920-459-3443

SHEET 5 OF 5 SHEETS

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing accepting a Storm Sewer Easement.

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**REPORT PREPARED BY:** Michael Born, Assistant City Engineer / Surveyor

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**REPORT DATE:** March 5, 2020

**MEETING DATE:** March 10, 2020

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**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

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**BACKGROUND / ANALYSIS:** The existing storm sewer outfall at the LTC Remote Campus facility (old Boat Doctors site) at 1316 Niagara Avenue is in poor condition and currently sits underwater. With the upcoming Niagara Avenue reconstruction project, staff found the opportunity to relocate and relay the storm sewer line through this property to the Sheboygan River. The Department of Public Works staff has been working with the owner of this property to draft an easement that would allow for the construction and future maintenance of a storm sewer line between Niagara Avenue and the Sheboygan River. The owner has agreed to this storm sewer easement.

**STAFF COMMENTS:** Department of Public Works staff recommends approval of the resolution.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 180-19-20 authorizing accepting a Storm Sewer Easement.

**ATTACHMENTS:**


- I. Res. No. 180-19-20

III

Res. No. 181 - 19 - 20. By Alderpersons Wolf and Sorenson.  
March 2, 2020.

A RESOLUTION authorizing the appropriate City officials to sign the Intergovernmental Agreement for Automated Side-Load Truck Training with the City of Green Bay.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Intergovernmental Agreement for Automated Side-Load Truck Training with the City of Green Bay, a copy of which is attached hereto.

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

Public Works.

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

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

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

## **INTERGOVERNMENTAL AGREEMENT FOR AUTOMATED SIDE-LOAD TRUCK TRAINING**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020 pursuant to the authority of Section 66.0301(2), Wis. Stats., as an intergovernmental agreement by and between the City of Sheboygan (hereinafter "SHEBOYGAN"), and the City of Green Bay (hereinafter "GREEN BAY"), both parties being municipal corporations organized under the laws of the State of Wisconsin, hereinafter referred to individually as a Party and/or collectively as the Parties.

### **WITNESSETH**

WHEREAS, GREEN BAY currently owns and operates automated side-load sanitation and recycling trucks, and its employees are capable of providing instruction as to the successful operation thereof; and

WHEREAS, SHEBOYGAN will begin use and operation of similar automated side-load sanitation and recycling trucks in May, 2020; and

WHEREAS, SHEBOYGAN desires to obtain training and operational knowledge of such automated sanitation and recycling trucks in time for the deployment of its program; and

WHEREAS, the Parties desire to create a contractual relationship wherein GREEN BAY will provide training to the employees of SHEBOYGAN on the operation and use of automated side-load sanitation and recycling trucks;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties covenant and agree as follows:

1. **Training:** GREEN BAY shall provide training to employees of SHEBOYGAN in the operation and use of automated side-load sanitation and recycling trucks, which includes pre-trip and post-trip greasing and collection of refuse and recycling. Training shall be performed on the streets and/or rights of way within the corporate limits of GREEN BAY.
2. **Scheduling:** Training shall occur at times that are mutually convenient to and agreed upon by the Parties. GREEN BAY will make all reasonable efforts to perform under this Agreement but enters the same with SHEBOYGAN's acknowledgement and acceptance that public works activities within the corporate limits of GREEN BAY take priority. Therefore, if, due to an extraordinarily high volume of service work, adverse weather conditions, or other reasons beyond the reasonable control of GREEN BAY, performance under this Agreement is made impractical, GREEN BAY shall be excused from such performance.

3. **Supervision:** Employees of SHEBOYGAN shall remain under the jurisdiction, supervision and control of SHEBOYGAN at all times for any and all activities contemplated under the terms of this Agreement.
  
4. **Insurance:** SHEBOYGAN shall present to GREEN BAY a Certificate of Insurance with coverage and minimum policy limits as follows:
  1. **General Liability** - \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate for bodily injury, personal injury and property damage.
  2. **Business Automobile Coverage**
    - a. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident.
    - b. Must cover liability for “Any Auto” – including Owned, Non-Owned and Hired Automobile Liability.
  3. **Workers Compensation and Employers Liability**
    - a. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:  
\$100,000 Each Accident  
  
\$500,000 Disease Policy Limit  
  
\$100,000 Disease – Each Employee
    - b. Waiver of Workers Compensation Subrogation – The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against GREEN BAY, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arise from the activities performed under the terms of this Agreement.

GREEN BAY, its officials, employees, and agents shall be named as “Additional Insured” on the General Liability Policies. This coverage shall be primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess. This coverage shall include an endorsement stating the following:

Written Notice of Cancellation or Non-Renewal shall be sent to GREEN BAY no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay  
Attn: Risk Management  
100 North Jefferson Street  
Green Bay, Wisconsin 54301

Said Certificate of Insurance shall be attached hereto and incorporated herein by reference and shall be on file with the Risk Manager prior to the commencement of activities contemplated under this Agreement.

5. Workers Compensation. Each Party agrees to maintain workers compensation insurance coverage and be responsible for any costs associated to any job-related injuries suffered by its employees.
  
6. Indemnification. SHEBOYGAN shall hold harmless, indemnify and defend GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of SHEBOYGAN or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. SHEBOYGAN shall reimburse GREEN BAY, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination of the Agreement.
  
7. Immunity: Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the Parties or their insurers from relying upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, the Parties or their insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
  
8. Release of Liability: GREEN BAY expressly assumes no liability for any injury, loss, or damages, whether actual, indirect, special or consequential, arising from the training in the operation and use of automated side-load sanitation and recycling trucks as contemplated by this Agreement. Accordingly, SHEBOYGAN hereby releases, holds harmless and forever discharges the GREEN BAY, its officers, agents and employees, of and from any and all claims, actions, cause of action, liabilities, loss, damage, demands, costs, loss of profits or income, disruptions, or interruption of business, expenses or compensation, including

attorney fees, on account of or in any way arising out of, directly or indirectly, any personal injury or property damage resulting from any act or omission of GREEN BAY related to the work or activities undertaken or to be undertaken by GREEN BAY in connection with this Agreement except for acts of gross negligence or willful misconduct.

9. Term of Agreement: The term of this Agreement shall commence on March 17, 2020 and end May 31, 2020.
10. Termination of Agreement: Either Party may terminate this Agreement for any reason upon a fifteen (15) day written notice to the other Party.
11. Authorized Agents & Notice: The following authorized agents are designated as the representatives of the Parties and such offices are authorized by this Agreement to administer the provisions hereof, including entering into agreements concerning scheduling as provided in this Agreement. All required notices under the terms of the Agreement shall be deemed delivered as of the postmark date, postage prepaid to:

CITY OF SHEBOYGAN

Jason Blasiola  
Superintendent of Streets & Sanitation  
2026 New Jersey Avenue  
Sheboygan, WI 53083

CITY OF GREEN BAY

Operations Director  
DPW-Operations Division  
519 South Oneida Street  
Green Bay, WI 54303

13. Miscellaneous:

- (a) Entire Agreement: This Agreement supersedes any and all agreements previously made between the Parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by an instrument in writing duly executed by all Parties.
- (b) Assignment: It is expressly understood that the Parties may not assign any rights or obligations hereunder without the prior written consent of the other Party.
- (c) No Discrimination: During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

- (d) Law Governing: This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Wisconsin. Venue lies in the state and federal courts located in Brown County, Wisconsin.
- (d) Severability: If any provisions of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.
- (e) Amendments: Any amendments to this Agreement shall be agreed upon by both Parties in writing.
- (f) Counterparts: This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the Parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the PARTIES hereby set their hands and seals as of the date first written above.

CITY OF SHEBOYGAN

CITY OF GREEN BAY

\_\_\_\_\_  
Michael J. Vandersteen, Mayor      Date

\_\_\_\_\_  
Eric Genrich, Mayor      Date

\_\_\_\_\_  
Meredith DeBruin, City Clerk      Date

\_\_\_\_\_  
Kris A. Teske, Clerk      Date

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing the appropriate City officials to sign the Intergovernmental Agreement for Automated Side-Load Truck Training with the City of Green Bay.

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**REPORT PREPARED BY:** Jason Blasiola, Superintendant of Streets and Sanitation

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**REPORT DATE:** March 5, 2020

**MEETING DATE:** March 10, 2020

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**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

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**BACKGROUND / ANALYSIS:** The City of Green Bay has offered to help train the City of Sheboygan Department of Public Works employees on how to operate automated side-load trucks properly.

**STAFF COMMENTS:** Department of Public Works staff appreciates the willingness of the City of Green to help our employees learn. This a great opportunity for our employees to learn on the job.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 181-19-20 authorizing the appropriate City officials to sign the Intergovernmental Agreement for Automated Side-Load Truck Training with the City of Green Bay.

**ATTACHMENTS:**

- I. Res. No. 181-19-20

III

Other Matters.

7.2

Res. No. 182-19-20. By Alderpersons Wolf and Sorenson. March 2, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a Lease-Purchase Agreement with Bell Bank Equipment Finance to finance the purchase of a 2020 Vactor 2100i Vac Excavator Truck with 2020 Freightliner 114SD Chassis.

WHEREAS, the City of Sheboygan (the "City") is authorized by the laws of the State of Wisconsin to purchase, acquire, and lease personal property for the benefit of the City and its inhabitants and to enter into contracts with respect to such acquisitions; and

WHEREAS, in Resolution 194-18-19, the Common Council of the City of Sheboygan (the "Council") authorized the Purchasing Agent to indicate the City's intent to obtain a new Vactor Truck in 2020; and

WHEREAS, state law and the City's procurement policy allows the City to join with other purchasing associations in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, as indicated in Resolution 194-18-19, the Vactor Truck is available under the nationwide Sourcewell cooperative purchasing plan pursuant to Sourcewell Contract Number 122017-FSC; and

WHEREAS, the City has obtained a quote pursuant to the Sourcewell cooperative purchasing plan to obtain the Vactor Truck at a price of \$292,750.99, which includes trade in value for the City's current Vactor Truck; and

WHEREAS, Resolution 194-18-19 also indicated the Council's desire to "use an appropriate financing mechanism to fund the new Vactor Truck"; and

WHEREAS, after evaluating all possible options for paying for the Vactor Truck, the City finds that financing the carts through a capital lease is the financing method which is in the best interest of the City; and

WHEREAS, the City has worked with Bell Bank Equipment Finance to develop the Lease-Purchase Agreement and other documents referenced in the Lease-Purchase Agreement, all of which are attached to this Resolution (collectively, the "Lease"); and

WHEREAS, the 2020 budget includes funds for the repayment of the Lease.

Public Works

NOW, THEREFORE, BE IT RESOLVED: That it is in the best interest of the City to enter into the Lease with Bell Bank Equipment Finance in substantially similar form to that attached in order to finance the purchase of the 2020 Vactor 2100i Vac Excavator Truck, with 2020 Freightliner 114SD Chassis.

BE IT FURTHER RESOLVED: That the Mayor of the City of Sheboygan, Michael Vandersteen, is authorized to execute the Lease, in substantially similar form to that attached, and any related documents necessary to the consummation of the transaction contemplated by the Lease.


BE IT FURTHER RESOLVED: That the City Clerk of the City of Sheboygan, Meredith DeBruin, is authorized to attest to the execution of the Lease.

BE IT FURTHER RESOLVED: That the officers and employees of the City of Sheboygan shall take all action necessary as reasonably required by the parties to the Lease to carry out, give effect to, and consummate the transaction contemplated by the Lease, including the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

BE IT FURTHER RESOLVED: That nothing contained in this Resolution, the Lease, or any other instrument shall be construed with respect to the City as incurring a pecuniary liability or charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, or any other instrument or document executed in connection with the Lease impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Lease are special limited obligations of the City as provided in the Lease.

BE IT FURTHER RESOLVED: That, subject to the appropriation of funds, the appropriate City officials are authorized to draw funds in payment of the Lease pursuant to the terms of the Lease from Account No. 60134110-631600 (Sanitation Sewer Evaluation Survey).

BE IT FURTHER RESOLVED: That this Resolution shall be effective immediately upon its approval and adoption.



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

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

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

Lease Purchase Agreement Number: 102346-001

This Lease-Purchase Agreement dated the 23<sup>rd</sup> day of March, 2020, (the "Lease"), by and between Bell Bank Equipment Finance, a division of Bell Bank, whose address is The Colonnade, 5500 Wayzata Boulevard, Suite 140, Minneapolis, MN 55416, as agent for one or more persons (the "Lessor") and City of Sheboygan, located in Sheboygan County, as Lessee (the "Lessee"), whose address is 828 Center Ave., Sheboygan, WI 53081.

WITNESSETH:

WHEREAS, Lessee is authorized by State statutes to acquire one (1) 2020 Vactor 2100i Vac Excavator Truck, with 2020 Freightliner 114SD Chassis by entering into a lease-purchase agreement; and

WHEREAS, pursuant to a resolution duly adopted by the Lessee on see attached, the Lessee has determined that it is necessary to further the construction and maintenance purposes of the Lessee that it acquire one (1) 2020 Vactor 2100i Vac Excavator Truck, with 2020 Freightliner 114SD Chassis described herein as Equipment; and

WHEREAS, Lessor is willing to acquire the Equipment and to lease and sell it to Lessee pursuant to this Lease;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

## ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1 **Definitions.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

**Authorized Representative:** Shall mean (a) with respect to the Lessee, the officer of the Lessee or any other Person or Persons at any time designated by resolution of Lessee's governing body or written certificate conferring authority upon such person to act on behalf of the Lessee with respect to this Lease; and (b) with respect to the Lessor, any authorized signatory of the Lessor authorized by their bylaws to act or to execute documents on behalf of the Lessor.

**Certificate of Acceptance:** The Certificate of Acceptance of Lessee the form of which is attached hereto as Exhibit C.

**Code:** The Internal Revenue Code of 1986, as amended and any regulations promulgated thereunder by the United States Department of the Treasury.

**Commencement Date:** The date upon which Lessee's obligations to make Lease-Purchase Payments accrues as evidenced by the issuance to Lessor of the Certificate of Acceptance attached hereto as Exhibit C.

**Contractor:** Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

**Cost or Costs:** The costs of acquisition and installation of the Equipment and all other costs incidental and related thereto, including the costs of preparation, marketing and sale of this Lease.

**Equipment:** The one (1) 2020 Vactor 2100i Vac Excavator Truck, with 2020 Freightliner 114SD Chassis described in the attached Exhibit A which is being leased and purchased by Lessee pursuant to this Lease.

**Fiscal Year:** Each twelve (12) month fiscal period of Lessee commencing on the [redacted] of [redacted] and ending on the [redacted] of [redacted] the following year.

**Independent Counsel:** An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

**Interest:** The portion of any Lease-Purchase Payment designated as and comprising interest as shown in the attached Exhibit B.

**Lease:** This Lease-Purchase Agreement dated as of 03/23/2020, whereby the Lessor has leased the Equipment to Lessee, as the same may from time to time be amended or modified.

**Lease-Purchase Payment:** The payment due from Lessee to Lessor on each Payment Date, as shown on Exhibit B.

**Net Proceeds:** Any insurance proceeds, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

**Payment Date:** The date upon which any Lease-Purchase Payment is due and payable as provided in Exhibit B.

**Permitted Encumbrances:** As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborers, material person's supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

**Person or Persons:** An individual, partnership, corporation, trust or unincorporated organization.

**Prepayment Price:** With respect to the Equipment, as of any Payment Date, the amount so designated and set forth opposite such date in the attached Exhibit B.

**Principal:** The portion of any Lease-Purchase Payment designated as principal in the attached Exhibit B.

**Request for Disbursement of Funds:** The Request for Disbursement of Funds of Lessee, the form of which is attached hereto as Exhibit C-1.

**Specifications:** The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

**State:** The State of Wisconsin.

**State and Federal Law or Laws:** The Constitution and any law of the State and any charter, ordinance, rule or regulation or any agency or political subdivision of the State, and any law of the United States, and any rule or regulation of any federal agency.

**Term, Term of this Lease or Lease Term:** The period commencing on the execution of this Lease and ending on the date the last Lease-Purchase Payment is due and payable, as shown on Exhibit B.

**Section 1.2 Exhibits.** The following Exhibits are attached to and by reference made part of this Lease:

**Exhibit A:** A description of the Equipment including the serial number thereof which shall be inserted when available.

**Exhibit B:** A schedule to be completed by Lessor as provided in Section 4.1, indicating the date upon which the Term of this Lease shall end, the date and amount of each Lease-Purchase Payment coming due under the Lease Term and the amount of Principal and Interest comprising each Lease-Purchase Payment.

**Exhibits C and C-1:** A Certificate of Acceptance of Lessee with a Request for Disbursement of Funds attached indicating that the Equipment has been or will be delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Lease-Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

**Exhibit D:** An opinion of counsel to Lessee as to the organization, nature and powers of Lessee, the validity, execution and delivery of this Lease and various related documents; the absence of litigation; and related matters.

**Exhibit E:** A form of resolution of the governing body of Lessee, relating to this Lease and, if applicable, certain federal tax matters.

## **ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES**

**Section 2.1 Representations, Covenants and Warranties of Lessee.** Lessee represents, covenants and warrants as follows:

- (a) Lessee is a political subdivision and municipal corporation, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

- (d) In authorizing and executing this Lease, Lessee has complied with all open meeting laws, public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.
- (e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other Person, firm or corporation, except as provided under the terms of this Lease.
- (f) Lessee will use the Equipment during the Lease Term only to perform its essential governmental functions.
- (g) Lessee will take no action that would cause the interest portion of the Lease-Purchase Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code") and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Lease-Purchase Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.
- (h) Upon execution of this Lease-Purchase Agreement, and upon each request for a disbursement of funds hereunder, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.
- (i) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit D.
- (j) Lessee will submit to the Internal Revenue Service an information reporting statement at the time and in the form required by the Code.
- (k) Lessee will cause a resolution substantially in the form attached hereto as Exhibit E to be adopted by its governing body.
- (l) Lessee does not reasonably anticipate that it will issue tax-exempt obligations (not including "private activity bonds" as defined in Section 141 of the Code) in an aggregate amount in excess of \$10,000,000 during the calendar year in which the Term commences, and this Lease is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code relating to deductibility of interest by financial institutions.

**Section 2.2 Representations, Covenants and Warranties of Lessor.** Lessor represents, covenants and warrants as follows:

- (a) Lessor has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same.
- (b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or agreement or instrument to which Lessor is now a party or by which Lessor is bound; constitutes a default under any of the foregoing; or results in the creation or imposition any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment, except Permitted Encumbrances.

### **ARTICLE III AGREEMENT TO LEASE**

**Section 3.1 Lease.** Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon terms and conditions set forth in this Lease and subject to the option to purchase set forth in Section 4.3 hereof.

**Section 3.2 Possession and Enjoyment.** Lessor hereby covenants to provide Lessee during the Term with the quiet use and enjoyment of the Equipment, and Lessee intends to during the Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in the Lease. Lessor will, at the request of Lessee and at Lessee's cost, join any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so. All warranties extended upon the Equipment by the Contractors shall inure to the benefit of the Lessee during the term of this Lease.

**Section 3.3 Lessor Access to Equipment.** Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

**Section 3.4 Tax and Ownership and Lessee.** The Lessor warrants and represents that it shall not at any time during the term of the Lease claim depreciation, cost recovery deductions, or tax credit for federal income tax purposes with respect to the equipment, or portion thereof, and that it shall not take any position for federal income tax purposes that is inconsistent with the unequivocal title and ownership for any and all tax purposes of the Lessee.

## ARTICLE IV TERM OF LEASE

- Section 4.1 **Lease Term.** This Lease shall be in effect for a Term commencing upon the execution hereof and ending as provided in Section 4.2.
- Section 4.2 **Termination of Lease Term.** The Term of this Lease will terminate upon the occurrence of the first of the following events:
- (a) A default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII without payment of all Lease-Purchase Payments; or
  - (b) The payment by Lessee of all Lease-Purchase Payments and all other amounts authorized or required to be paid by Lessee hereunder.
  - (c) Nonappropriation of funds by Lessee pursuant to Section 12.7 hereof.
- Section 4.3 **Option to Purchase.** Lessee has the option to purchase the Equipment by paying the applicable prepayment price in accordance with Section 10.1 hereof.

## ARTICLE V LEASE-PURCHASE PAYMENTS

- Section 5.1 **Lease-Purchase Payments.** Lessee agrees to pay Lease-Purchase Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Lease-Purchase Payments shall be paid to Lessor at its offices at the address specified in Section 1.1 of this Lease, or to such other Person or entity to which Lessor has assigned such Lease-Purchase Payments as specified in Article XI, at such place as such assignee may from time to time designate in lawful money of the United States of America to Lessor or, in the event of assignment of the right to receive Lease-Purchase Payments by Lessor, to its assignee. Interest shall accrue from the date of the Certificate of Acceptance.
- Section 5.2 **Source of Payment.** All Lease-Purchase Payments required to be paid Lessor pursuant to this Lease shall be paid from moneys duly budgeted, appropriated, obligated and otherwise provided and made available therefor by Lessee.
- Section 5.3 **Interest Component.** A portion of each Lease-Purchase Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Lease-Purchase Payment.
- Section 5.4 **Lease-Purchase Payments to be Unconditional.** The obligation of Lessee to make Lease-Purchase Payments or any other payments required hereunder shall be absolute and unconditional in all events, except as expressly provided under this Lease. Notwithstanding any dispute between Lessee and Lessor or any other Person, Lessee shall make all Lease-Purchase Payments and other payments required hereunder when due and shall not withhold any Lease-Purchase Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Lease-Purchase Payments or other payments required under this Lease. Lessee's obligation to make Lease-Purchase Payments or other payments shall not be abated through accident or unforeseen circumstances. Except as provided in Section 12.7 hereof, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder, and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damage therefor.
- Section 5.5 **Late Payments.** See Section 12.6.

## ARTICLE VI INSURANCE AND NEGLIGENCE

- Section 6.1 **Liability Insurance.** Upon receipt of possession of the Equipment, Lessee shall take measures as may be necessary to ensure that any liability for injuries to or death of any Person or damage to or loss of property arising out of or in any way relating to the condition or operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.
- Section 6.2 **Property Insurance.** Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be

applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

- Section 6.3 Worker's Compensation Insurance.** If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.
- Section 6.4 Requirements for all Insurance.** All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (or riders) evidencing any such insurance procedure by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is not obtainable in which event Lessee shall notify Lessor of this fact.
- Section 6.5 Lessee's Negligence.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any Person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses and damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fee) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit, or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.
- Section 6.6 Damage to or Destruction of Equipment.** If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practical after such event, replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement, subject to the provisions of Section 12.7 hereof. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, exercise its remedies under Article XII hereof. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligations under this Section.
- Section 6.7 Cooperation of Lessor.** The Lessor shall cooperate fully with the Lessee at the sole expense of the Lessee, in filing any proof of loss with respect to any insurance policy covering the casualties described in this Section. To the extent it may lawfully do so, the Lessor will permit the Lessee to litigate in any proceeding resulting therefrom and the name of it and on behalf of the Lessor, provided that the Lessor has been indemnified from all costs and expenses therefor, including without limitation, reasonable counsel fees incurred by the Lessor in connection with any such litigation in its name. In no event will the Lessor voluntarily settle or consent to the settlement of any proceeding, arising out of any insurance claim with respect to the Equipment or any part thereof, without the written consent of the Lessee.

## ARTICLE VII OTHER OBLIGATIONS OF LESSEE

- Section 7.1 Use; Permits.** Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State or Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary of the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, operation, possession and use of the Equipment, and if compliance with any such State or Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.
- Section 7.2 Maintenance of Equipment by Lessee.** Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.
- Section 7.3 Taxes, Other Governmental Charges and Utility Charges.** (a) Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind whatsoever which are at any time lawfully assessed or levied against or with respect to the Equipment, the Lease-Purchase Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien of the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit,

excess profit, capital stock, corporate or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

(b) Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contest to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss for forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in the form satisfactory to Lessor.

**Section 7.4 Advances.** If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18.0 % per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

**Section 7.5 Disbursements.** (a) As payments are required for the Equipment under this Lease, the Lessee as the agent for the Lessor shall prepare and submit a Certificate of Acceptance of Lessee with a Request for Disbursement of Funds to the Lessor. (b) The Lessor shall permit the withdrawal of funds requested in the Request for Disbursement of Funds, and such funds shall be applied to the payment of the Cost of the Equipment.

## ARTICLE VIII TITLE

**Section 8.1 Title.** During the Term of this Lease, legal title to the Equipment and any all repairs, replacements, substitutions and modifications to it shall be in Lessee's name subject to Lessor's interest. Upon termination of this Lease for any of the reasons specified in Section 4.2 (b), Lessor's interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

**Section 8.2 Security Interest.** Lessor shall have and retain a security interest under the Uniform Commercial Code, Certificate of Title or other applicable State or Federal Law in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof pursuant to Section 8.5, in order to secure Lessee's payment of all Lease-Purchase Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

**Section 8.3 Liens.** During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

**Section 8.4 Installation of Lessee's Equipment.** Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease-purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

**Section 8.5 Modification of Equipment.** Lessee shall at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any part of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of the Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State or Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period such contest and any appeal therefrom unless

Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessee will cooperate fully with Lessee in any such contest.

**Section 8.6 Personal Property.** The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

## **ARTICLE IX WARRANTIES**

**Section 9.1 Selection of Equipment.** The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorized Lessor to add the serial number of the Equipment to Exhibit A when available.

**Section 9.2 Installation and Maintenance of Equipment.** Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

**Section 9.3 Contractor's Warranties.** Lessor hereby assigns to Lessee for and during the Term of the Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

**Section 9.4 Patent Infringement.** Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

**Section 9.5 Disclaimer of Warranties.** THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

## **ARTICLE X PREPAYMENT**

**Section 10.1 When Available.** Lessee shall have the option to prepay its obligations under this Lease on any Payment Date at an amount equal to the applicable Prepayment Price.

**Section 10.2 Release of Lessor's Interest.** Upon the prepayment of Lessee's obligations under this Lease in accordance with Section 10.1 hereof, Lessee shall have no further obligations under this Lease and this Lease shall terminate in accordance with Section 4.2(b). Thereupon the Lessor shall relinquish title to the Equipment in accordance with Section 8.1.

## **ARTICLE XI ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING**

**Section 11.1 Assignment by Lessor.** Except as otherwise provided herein, Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's rights, title and/or interest in and to this Lease, the Lease-Purchase Payments or other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Lease-Purchase Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term, Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participation in its right, title and/or interest in and to this Lease, the Lease-Purchase Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

**Section 11.2 Assignment and Subleasing by Lessee.** Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(a) This Lease and the obligation of Lessee to make Lease-Purchase Payments hereunder, shall remain obligations of Lessee.

- (b) The sublease shall assume the obligation of Lessee hereunder to the extent of the interest subleased.
- (c) Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.
- (d) No sublease by Lessee shall cause the Equipment to be used for a purpose other than an essential governmental function authorized under the provisions of the Constitution and the laws of the State.
- (e) No sublease shall cause the Interest component of the Lease-Purchase Payments due with respect to the Equipment to become includable in gross income of the recipient for federal income tax purposes.

**Section 11.3 Restriction on Mortgage or Sale of Equipment by Lessee.** Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove the same from its boundaries, without the written consent of Lessor.

## ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

**Section 12.1 Events of Default Defined.** (a) The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more the following events:

- (i) Except as permitted by Section 12.7 hereof, failure by Lessee to pay any Lease-Purchase Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.
  - (ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
  - (iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar acts which may hereafter be enacted.
- (b) The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligation under this Lease with respect to the Equipment, other than its obligation to pay Lease-Purchase Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of god, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections, riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

**Section 12.2 Remedies of Default.** Whenever any event of default referred to in Section 12.1, clauses (i) to (iii) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

- (i) With or without terminating this Lease, re-enter and take possession of such Equipment and exclude Lessee from using it; provided, however, that if this Lease has not been terminated, Lessor shall return possession of such Equipment to Lessee when the event of default is cured; and provided further that Lessee shall continue to be responsible for the Lease-Purchase Payments due with respect to such Equipment during the Fiscal Year then in effect; or
- (ii) With or without terminating this Lease, re-enter and take possession of such Equipment, and sell, lease or sublease such Equipment or any part of it, holding Lessee liable for the difference between (a) the sales price, rent and other amounts paid by the

purchaser, lessee or sublessee pursuant to such sales agreement, lease or sublease and (b) the balance of the Lease-Purchase Payments and other amounts owed by Lessee with respect to such Lease; provided, however, that nothing contained herein shall impose an obligation upon Lessor so to sell, lease or sublease such Equipment and provided that any excess proceeds from such disposition shall be retained by Lessor; or

- (iii) With or without terminating this Lease, declare all Lease-Purchase Payments during the Fiscal Year then in effect due or to become due with respect to such Lease in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Lease-Purchase Payments shall be immediately due and payable; or
- (iv) Take whatever action at law or in equity may appear necessary or desirable to collect the Lease-Purchase Payments then due and thereafter to become due during the then current Fiscal Year of Lessee with respect to such Lease, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

**Section 12.3 Return of Equipment.** Upon termination of this Lease prior to the payment of all Lease-Purchase Payments, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (b) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

**Section 12.4 No Remedy Exclusive.** No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof by any such right and power. Each remedy may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

**Section 12.5 Agreement to Pay Attorney's Fees and Expenses.** In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of monies or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease are commenced in any court or before any other tribunal of competent jurisdiction, the reasonable legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

**Section 12.6 Late Charges.** Whenever any event of default referred to in Section 12.1, clause (i) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge equal five percent (5.0%) per month of the delinquent Rental Payment, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

**Section 12.7 Non-Appropriation of Funds.** (a) Notwithstanding any provision in the Lease to the contrary, in the event that no funds or insufficient funds are appropriated by Lessee's governing body for the next fiscal year for Lease-Purchase Payments due under this Lease, this Lease shall terminate the end of such fiscal year on the last day of the fiscal year for which appropriations were received and Lessee shall return the Equipment to Lessor (at Lessee's expense, to a destination Lessor directs, in good working condition less normal wear and tear), and cancel this Lease by notice to such effect served not less than thirty (30) days prior to the end of the Lessee's fiscal year. Lessee shall notify Lessor of nonappropriation within thirty (30) days of its occurrence.

- (b) Lessee and Lessor acknowledge and agree that the Lease-Purchase Payments hereunder shall constitute currently budgeting expenditures of Lessee from its capital expenditure fund or successor fund thereto. Lessee's obligations under this Lease shall be subject to Lessee's annual right to terminate this Lease, and shall not constitute a mandatory charge of requirement in any ensuing fiscal year beyond the then current fiscal year. No provision of this Lease shall be construed or interpreted as creating a general obligation or other indebtedness of Lessee within the meaning of any constitutional or statutory debt limitation. This Lease shall not directly or indirectly obligate Lessee to make any payments beyond those budgeted and appropriated from its general fund for Lessee's then current fiscal year. Lessee shall be under no obligation whatsoever to exercise its option to purchase the Equipment. No provision of this Lease shall be construed to pledge or create a lien on any class or source of Lessee monies.

## ARTICLE XIII ADMINISTRATIVE PROVISIONS

**Section 13.1 Notices.** All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified below; provided, that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificate, legal opinion or other communication will be sent.

Lessor: Bell Bank Equipment Finance  
The Colonnade  
5500 Wayzata Boulevard, Suite 140  
Minneapolis, MN 55416

Lessee: City of Sheboygan  
828 Center Ave.  
Sheboygan, WI 53081

- Section 13.2 **Financial Information.** During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue to pay Lease-Purchase Payments required under this Lease as may be requested by Lessor or its assignee.
- Section 13.3 **Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.
- Section 13.4 **Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 13.5 **Amendments, Changes and Modification.** This Lease may be amended or any of its terms modified only by written document duly authorized, executed, and delivered by Lessor and Lessee.
- Section 13.6 **Captions.** The captions or headings in this Lease are for convenience only and in no way defend, limit or describe the scope or intent of any provisions, articles, sections or clauses of this Lease.
- Section 13.7 **Further Assurances and Corrective Instruments.** Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, for carrying out the expressed intention of this Lease.
- Section 13.8 **Execution in Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 13.9 **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State.
- Section 13.10 **Anti-Discrimination.** Lessor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, sexual orientation or physical defect or disability with regard to but not limited to employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoffs or termination or selection for training.
- Section 13.11 **Lessor and Lessee Representatives.** Whenever under the provisions of this Lease, the approval of the Lessor or the Lessee is required to take some action at the request of the other, such approval of such request shall be given by an Authorized Representative of the Lessor, for the Lessor, and by an Authorized Representative of the Lessee, for the Lessee. Any party hereto shall be authorized to rely on such approval of request.
- Section 13.12 **No Present Intent to Sell.** The Lessor is not acting as an Underwriter (defined below) with respect to the Lease. Lessor has no present intention to sell, reoffer, or otherwise dispose of the Lease (or any portion of the Lease or any interest in the Lease) until maturity or earlier redemption by the Lessee. The Lessor has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Lease and Lessor has not agreed with the Lessee pursuant to a written agreement to sell the Lease to persons other than the Lessor or a related party to the Lessor.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (defined below) or a related party. The term "related party" for purposes of this definition generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Lessee (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Lease to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Lease to the Public (including a member of the selling group or a party to a retail distribution agreement participating in the initial sale of the Lease to the Public).

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Lease to be executed in its name by duly authorized officers, as of the date first above written.

BELL BANK EQUIPMENT FINANCE, a division of Bell Bank, as Lessor

\_\_\_\_\_  
Print or type full name

By \_\_\_\_\_  
Signature

Its \_\_\_\_\_

\_\_\_\_\_  
City of Sheboygan as Lessee

\_\_\_\_\_  
Print or type full name

By \_\_\_\_\_  
Signature

Its \_\_\_\_\_  
Title

**EXHIBIT A  
DESCRIPTION OF EQUIPMENT**

(1) 2020 Vactor 2100i Vac Excavator Truck - Serial Number: 20-02V-19153, with 2020 Freightliner 114SD Chassis – Serial Number: 1FVHG3FE4LHLB2900

**EXHIBIT B  
PAYMENT SCHEDULE**

Commencement Date: 03/23/2020

	<u>Payment Date</u>	<u>Total Payment</u>	<u>Interest Amount</u>	<u>Principal Amount</u>	<u>*Purchase Option Price</u>
Lease	03/23/2020				292,750.99
1	03/23/2020	53,012.24	0.00	53,012.24	239,738.75
<b>2020 Totals</b>		<b>53,012.24</b>	<b>0.00</b>	<b>53,012.24</b>	
2	03/23/2021	53,012.24	8,254.62	44,757.62	194,981.13
<b>2021 Totals</b>		<b>53,012.24</b>	<b>8,254.62</b>	<b>44,757.62</b>	
3	03/23/2022	53,012.24	6,713.53	46,298.71	148,682.42
<b>2022 Totals</b>		<b>53,012.24</b>	<b>6,713.53</b>	<b>46,298.71</b>	
4	03/23/2023	53,012.24	5,119.39	47,892.85	100,789.57
<b>2023 Totals</b>		<b>53,012.24</b>	<b>5,119.39</b>	<b>47,892.85</b>	
5	03/23/2024	53,012.24	3,470.36	49,541.88	51,247.69
<b>2024 Totals</b>		<b>53,012.24</b>	<b>3,470.36</b>	<b>49,541.88</b>	
6	03/23/2025	53,012.24	1,764.55	51,247.69	0.00
<b>2025 Totals</b>		<b>53,012.24</b>	<b>1,764.55</b>	<b>51,247.69</b>	
<b>Grand Totals</b>		<b>318,073.44</b>	<b>25,322.45</b>	<b>292,750.99</b>	

TOTAL: \$292,750.99  
INTEREST RATE: 3.39%

\*Amount due after payment of Lease-Purchase Payment due on the same day.  
All amounts received by Lessor shall be applied first to late payment charges and expenses, then to accrued interest, and then to principal payments in inverse order, as determined by lessor, as permitted by law.

**EXHIBIT C  
ACCEPTANCE CERTIFICATE**

The undersigned, being a duly appointed Lessee Representative, under the Lease Purchase Agreement dated as of 03/23/2020 (the ("Lease")), by and between Bell Bank Equipment Finance ("Lessor"), and the City of Sheboygan, ("Lessee"), hereby certifies on behalf of Lessee with respect to the Equipment to be acquired under Lease Exhibit A, that the portion of the Equipment described on the attachment to this Acceptance Certificate has been delivered and installed pursuant to and in accordance with said Lease and has been accepted by Lessee.

**Dated:** \_\_\_\_\_.

As Lessee: \_\_\_\_\_ **City of Sheboygan**

\_\_\_\_\_ **Print or type full name**

**By** \_\_\_\_\_ **Signature**

**Its** \_\_\_\_\_ **Title**

**EXHIBIT C-1  
REQUEST FOR DISBURSEMENT OF FUNDS**

TO: **Bell Bank Equipment Finance ("Lessor")**  
The Colonnade  
5500 Wayzata Boulevard, Suite 140  
Minneapolis, MN 55416

FROM: **City of Sheboygan ("Lessee")**  
828 Center Ave.  
Sheboygan, WI 53081

The Lessee hereby requests disbursement of funds pursuant to the Lease Purchase Agreement dated 03/23/2020 (the "Lease"), between the Lessor and Lessee, as follows:

1. Amount to be disbursed: \$292,750.99.
2. The payee(s) are MacQueen Equipment.
3. Purchase of the payment: Payment for property as described in the Lease and Exhibit C.
4. Bills, receipts, invoices or other documents evidencing the amount requested are attached hereto.
5. The Lessee hereby certifies that the amounts requested to be disbursed were properly incurred in connection with the acquisition of the Equipment as described in the Lease and were not subject of any previous request for disbursement.
6. This request is the final disbursement request.

**Dated:** \_\_\_\_\_

**LESSEE:** \_\_\_\_\_ City of Sheboygan

\_\_\_\_\_  
**Print or type full name**

**By** \_\_\_\_\_  
**Signature**

**Its** \_\_\_\_\_  
**Title**

**EXHIBIT D  
OPINION OF COUNSEL**

To: Bell Bank Equipment Finance ("Lessor")  
The Colonnade  
5500 Wayzata Boulevard, Suite 140  
Minneapolis, MN 55416

Re: Lease Purchase Agreement by and between Bell Bank Equipment Finance, a division of Bell Bank ("Lessor") and the City of Sheboygan ("Lessee") dated as of 03/23/2020.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Purchase Agreement described above (the "Lease") and various related matters, and in this capacity I have reviewed a duplicate original of the Lease and various other documents. Based upon the examination of these and such other documents as we deem relevant, it is our opinion that:

1. The Lessee is authorized and has power under State law to purchase, rent or otherwise provide for personal property and has power under state law to enter into the Lease and to carry out the obligations thereunder and the transactions contemplated thereby.
2. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent such enforceability is limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
3. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting laws, public bidding laws and all other applicable laws, rules and regulations of the State.
4. The execution of the Lease and the appropriation of moneys to pay the Lease-Purchase Payments coming due thereunder, does not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
5. There is no litigation, action, suit or proceeding threatened or pending before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents contemplated thereby; the appropriation of moneys to make Lease-Purchase Payments under the Lease for Lessee's current Fiscal Year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
6. The Lease is not a general obligation debt of Lessee.

Dated: \_\_\_\_\_

Very truly yours,

\_\_\_\_\_



Lessee's Authorization Resolution

Whereas, City of Sheboygan, (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Wisconsin (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

Whereas, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain governmental Equipment Lease-Purchase Agreement (the "Lease") with Bell Bank Equipment Finance, a division of Bell Bank, the form of which has been presented to the governing body of the Governmental Entity at this meeting;

Section 1. Approval of Documents. The form, terms and provisions of the Lease and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Lease and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary as reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary to conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 3. No General Liability. Nothing contained in this Resolution, the Lease, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Lease are special limited obligations of the Governmental Entity as provided in the Lease.

Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution.

Table with 3 columns: Name (Print or Type), Title (Print or Type), Signature. Includes three horizontal lines for entries.

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption. This Resolution was adapted and approved on [redacted].

Signature: \_\_\_\_\_ Secretary/Clerk

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

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



# INSURANCE REQUIREMENTS FORM

DATE: 2/27/2020

LEASE PURCHASE AGREEMENT NO. 102346-001

TO: \_\_\_\_\_ (Name of Insurance Agency/Broker)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (City, State, Zip)

ATTN: \_\_\_\_\_ (Agent's Name)  
 TEL: \_\_\_\_\_ (Telephone Number)

Please issue a Certificate of Insurance in the name of City of Sheboygan covering the Lease Purchase Agreement identified above (collectively, the "Lease") and mail within five (5) business days to:

ATTN: BELL BANK EQUIPMENT FINANCE  
 A division of Bell Bank  
 The Colonnade  
 5500 Wayzata Boulevard  
 Minneapolis, MN 55416

The insurance requirements below are in connection with the Lease and cover the equipment identified on the Lease Purchase Agreement identified above, which are incorporated herein by reference (collectively, the "Equipment").

Equipment description:

(1) 2020 Vactor 2100i Vac Excavator Truck - Serial Number: 20-02V-19153, with 2020 Freightliner 114SD Chassis – Serial Number: 1FVHG3FE4LHLB2900

I. **PHYSICAL DAMAGE REQUIREMENTS:**

- A. All Risk coverage for not less than \$292,750.99.
- B. **Endorsement:** It is understood and agreed that Bell Bank and/or its assigns and/or its successors are included as Loss Payee.
- C. **Endorsement:** It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all collateral financed from Bell Bank pursuant to the Lease.
- D. **Endorsement:** It is understood and agreed that this policy shall not be cancelled, nor any reduction or restriction of coverage be effected until at least thirty (30) days prior written notice has been given to at the above address by Certified Mail, Return Receipt Requested.
- E. **Endorsement:** It is understood and agreed that any loss shall be adjusted with the named insured above and proceeds made payable to Bell Bank and/or its assigns and/or its successors, as their interests may appear.

Per the Lease Purchase Agreement you are required to provide and maintain insurance coverage as summarized above. If you have questions, please reference the Lease or call Bell Bank Equipment Finance. Satisfactory evidence of insurance must be provided before the lease purchase agreement can be completed.

Bell Bank Equipment Finance Representative: Sally Laing  
 Telephone Number: (952) 905-5153  
 Fax Number: (833) 200-6043  
 Email Address: slaing@bell.bank



# Title Requirements Acknowledgment

Description of Collateral:

(1) 2020 Vactor 2100i Vac Excavator Truck - Serial Number: 20-02V-19153, with 2020 Freightliner 114SD Chassis – Serial Number: 1FVHG3FE4LHLB2900

The Collateral must be titled as follows:

**Lienholder Name & Address**

Bell Bank  
5500 Wayzata Boulevard, Suite #140  
Minneapolis, MN 55416

**Miscellaneous Information**

Federal Tax ID #: 45-028331  
WI DMV Secured Party Code: 130475

**Party Responsible for Titling:**

- I will personally submit title work to the state for processing
- Titling Agency will submit title work to the state for processing
- Dealer/Vendor will submit title work to the state for processing
- Trucking Co. will submit title work to the state for processing

**Contact Information for Titling Party:**

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

By signing below, I agree (1) to title the Equipment as set forth above; (2) that even if not personally submitting the title work to the state, I am responsible for ensuring that the Titling Party designated above will apply for title(s) immediately upon disbursement of funds; (3) I have confirmed that the current party holding the original title(s) or Certificate(s) of Origin for the titled equipment referenced above will deliver them to my designated Titling Party immediately upon funding; and (4) Titling Party agrees to send a copy of the processed title work application receipt as endorsed by the applicable State to the address set forth below within thirty days of funds being disbursed:

Bell Bank Equipment Finance  
5500 Wayzata Boulevard, Suite #140  
Minneapolis, MN 55416

Customer: City of Sheboygan

Dealer: MacQueen Equipment

\_\_\_\_\_  
*Print or Type Full Name*

\_\_\_\_\_  
*Print or Type Full Name*

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

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

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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution authorizing the appropriate City officials to enter into a Lease-Purchase Agreement with Bell Bank Equipment to finance the purchase of a 2020 Vactor 2100i Vac Excavator Truck with 2020 Freightliner 114SD Chassis.

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**REPORT PREPARED BY:** Bernard R. Rammer Purchasing Agent

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**REPORT DATE:** March 4, 2020

**MEETING DATE:** March 10, 2020

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 60134110-631600  
Sanitation Sewer  
Evaluation Survey

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

Budget Summary: N/A  
Budget Expenditure: \$ 53,012.24 (6x)  
Budgeted Revenue: N/A

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**BACKGROUND / ANALYSIS:** The current Vactor Truck is over five years old. It has proven itself to be an invaluable tool in un-blocking and maintaining the City’s sanitary sewer network. Due to the critical nature of the work this truck performs, it is in the City’s best interest to maintain the equipment in a state of constant readiness, which the new truck will provide. The current truck was diligently maintained and thus will be traded in on the purchase with a good residual value. After a thorough analysis, Staff determined that a capital lease-purchase agreement versus an outright purchase made the most sense.



**STAFF COMMENTS:** Due to diligent adherence to a rigorous maintenance schedule, the very complex systems on this vehicle are maintained in a constant state of readiness, and this diligence also assures that the City receives top residual value on a trade-in basis. As time goes by, the various components begin to wear, and we have seen more required repairs each year on a progressive basis. The dealer, MacQueen Equipment, offers an excellent maintenance program which takes the responsibility of the mastery of these complex systems off of the motor vehicle department.

**ACTION REQUESTED:** A Motion to recommend the Council adopt Res. No. 182-19-20 authorizing the appropriate City officials to enter into a Lease-Purchase Agreement with Bell Bank Equipment to finance the purchase of a 2020 Vactor 2100i Vac Excavator Truck with 2020 Freightliner 114SD Chassis.

**ATTACHMENTS:**

- I. Res. No. 182 -19-20

**Project/Bid: #: 2443-20**

Date: 2/11/2020

<b>Project Costs</b>	<b>Notes:</b>
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Construction - Roadway:	+	\$	593,069.76	<i>See notes below (Bid with Sheboygan Water Utility)</i>
		<b>\$</b>	<b>593,069.76</b>	

<b>Funding (Expenditure)</b>				<b>Account Name</b>	<b>Account Number</b>
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Capital Improvement Fund	\$	486,210.46		G.O. Borrowed Funds	47933140-631200
Capital Projects Fund	+	\$	170,619.76	Capital Projects Fund	40033140-631200
DPW Contracted Services	+	\$	25,200.00	Contracted Services	10133140-521900
		<b>\$</b>	<b>682,030.22</b>		

**Notes:**

Total Contract as bid cost is \$1,473,174.57.

Contract includes \$880,104.81 that will be paid by the Sheboygan Water Utility to the contractor.

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution authorizing the appropriate City Officials to enter into a contract with Dorner, Inc., regarding street and utility replacement on Geele Avenue from Calumet Drive to N. 23<sup>rd</sup> Street.

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

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**REPORT DATE:** March 4, 2020

**MEETING DATE:** March 10, 2020

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item:	40033140-631100	Wisconsin	N/A
	47933140-631200	Statutes:	
	10133140-521900	Municipal Code:	N/A
Budget Summary:	Capital Projects Fund - Streets Capital Improvement Fund – Streets Streets – Street Improvements		
Budgeted Expenditure:	\$170,619.76 \$486,210.46 \$25,200.00		
Budgeted Revenue:	N/A		

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**BACKGROUND / ANALYSIS:** The attached document authorizes the department to enter into a contract for the 2020 Streets Improvement Program along with our annual Sanitary Sewer Lining Program. This program is our traditional mill-and-fill asphalt replacement program and also includes curb and gutter replacement, intersection sidewalk repairs, sanitary sewer repairs and storm sewer repairs.

In addition, the Sheboygan Water Utility (SWU) will also be replacing the water main in the project area under the same Dorner, Inc. contract. SWU will be responsible for all costs related to the water main associated items.

Additionally, milling on Saemann Avenue will be completed under the Dorner Inc. contract with the DPW staff performing the asphalt paving.

The total contract amount is \$1,473,174.57, with the City, Department of Public Works responsible for \$593,069.76 of the cost and SWU responsible for the remaining cost.

The funding allows for a 15% increase (\$88,960.46) in the City, Department of Public Works portion of the costs to allow for additions or modifications that do not materially change the scope of the contract. The approved budget for the project is \$700,000.00. The total contract will not exceed \$680,030.22 with prior approval of Council.

A summary of the bids received on the project is attached.

**STAFF COMMENTS:** Department of Public Works recommends approval of the resolution.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 183-19-20 authorizing the appropriate City Officials to enter into a contract with Dorner, Inc., regarding street and utility replacement on Geele Avenue from Calumet Drive to N. 23rd Street.

**ATTACHMENTS:**

- I. Res. No. 183-19-20
- II. Summary of Bids
- III. Contract Cost Summary

2443-20 2020 Street Improvements (#6663404)  
 Owner: Sheboygan WI, City of  
 Solicitor: Sheboygan WI, City of  
 02/06/2020 01:00 PM CST

Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Dorner Inc.		Buteyn-Peterson Construction Company	
						Unit Price	Extension	Unit Price2	Extension3
City of Sheboygan									
	1	COS-1	Mobilization, ALL COS Item Codes	LS	1	\$37,796.00	\$37,796.00	\$41,024.00	\$41,024.00
	2	COS-2	Traffic Control	LS	1	\$15,455.00	\$15,455.00	\$14,782.00	\$14,782.00
	3	COS-3	Mill Exist. Asphalt Pavement	SY	8079.8	\$3.20	\$25,855.36	\$2.75	\$22,219.45
	4	COS-4	Butt Joints	SY	190	\$7.00	\$1,330.00	\$10.00	\$1,900.00
	5	COS-5	HMA Pavement, 4 LT 58-28 S	TONS	1394	\$78.00	\$108,732.00	\$74.20	\$103,434.80
	6	COS-6	Tack	GAL	1132	\$3.00	\$3,396.00	\$2.80	\$3,169.60
	7	COS-7	Remove and Replace 6" Curb and Gutter (to incl., sawcutting, c.a.b.c., #6x12" tie bars drilled, 4" topsoil, seed and e-mat.)	LF	1000	\$62.00	\$62,000.00	\$54.00	\$54,000.00
	8	COS-8	Remove and Replace Ex. Walk 4" or 6" Thickness (to incl. full depth saw, 4" c.a.b.c. 4" topsoil, seed, and e-mat)	SF	5335	\$10.00	\$53,350.00	\$10.00	\$53,350.00
	9	COS-9	Steps (7.5" tall approximately 4' wide)	EA	2	\$523.00	\$1,046.00	\$500.00	\$1,000.00
	10	COS-10	Detectable Warning Fields (natural patina)	SF	336	\$31.00	\$10,416.00	\$30.00	\$10,080.00
	11	COS-11	Excavate Below Subgrade	CY	10	\$42.00	\$420.00	\$25.00	\$250.00
	12	COS-12	C.A.B.C.	Tons	20	\$21.00	\$420.00	\$15.00	\$300.00
	13	COS-13	Misc. 7" P.c.c. Rem. And Repl. (to be used for driveway/alley) (to incl. full depth saw, 4" c.a.b.c., 4" topsoil, seed, and e-mat.)	SY	15	\$94.00	\$1,410.00	\$95.00	\$1,425.00
	14	COS-14	Misc. 7" P.c.c. Pav't Rem. And Repl. (to incl. full depth saw, 10" c.a.b.c. , drilled tie bars.)	SY	15	\$94.00	\$1,410.00	\$105.00	\$1,575.00
	15	COS-15	Replace Ex. San. MH. Casting ( to incl. full depth saw,furnish specified mh. casting, rings, mortar, tie bars and replacement w/ 7" p.c.c. base course dowelled.)	EA	1	\$1,366.00	\$1,366.00	\$1,600.00	\$1,600.00
	16	COS-16	New 4' Dia Manhole (to incl. full depth saw, removal of ex. pav't., ex. manhole and replacement w/ 10" c.a.b.c. and 7" p.c.c. base course dowelled, and Neenah casting.)	EA	1	\$3,882.00	\$3,882.00	\$3,000.00	\$3,000.00
	17	COS-17	New N-1 Inlets (to incl. full depth saw, removal of ex. pav't., ex. side inlet and replacement w/ 10" c.a.b.c. and 7" p.c.c. base course dowelled, and Neenah casting # R-3087-L.)	EA	6	\$2,287.00	\$13,722.00	\$3,000.00	\$18,000.00
	18	COS-18	12" Storm Leads (to incl. full depth saw, removal of ex. pav't. and ex. lead, modification to existing structures, and replacement of ex. pav't.w/ 10" c.a.b.c. and 7" p.c.c. base course dowelled.)	LF	148	\$94.00	\$13,912.00	\$120.00	\$17,760.00
	19	COS-19	Water Valve Adj.	EA	8	\$119.00	\$952.00	\$50.00	\$400.00
	20	COS-20	Remove and Replace Patio pavers (to incl. removal and replacement of sand base and landscaping)	SF	64	\$32.00	\$2,048.00	\$20.00	\$1,280.00
	21	COS-21	Salvage and Reset Strom Sewer Frame and Grate ( to incl. full depth saw, rings, mortar.)	EA	13	\$314.00	\$4,082.00	\$400.00	\$5,200.00
	22	COS-22	Manhole Adjusting Rings	EA	8	\$387.00	\$3,096.00	\$800.00	\$6,400.00
	23	COS-23	Construction Staking, ALL COS Item Codes	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	24	COS-24	Storm Sewer Lining, 12-inch	LF	703.9	\$37.00	\$26,044.30	\$35.00	\$24,636.50
	25	COS-25	Storm Sewer Lining, 15-inch	LF	244.6	\$62.00	\$15,165.20	\$59.00	\$14,431.40
	26	COS-26	Storm Sewer Lining, 21-inch	LF	313.7	\$101.00	\$31,683.70	\$97.00	\$30,428.90
	27	COS-27	Sanitary Sewer Lining, 8-inch	LF	762.9	\$26.00	\$19,835.40	\$25.00	\$19,072.50

28	COS-28	Sanitary Sewer Lining, 10-inch	LF	1950.4	\$32.00	\$62,412.80	\$30.50	\$59,487.20
29	COS-29	Sanitary Sewer Lining, 12-inch	LF	480.7	\$37.00	\$17,785.90	\$35.00	\$16,824.50
30	COS-30	Sanitary Sewer Lining, 15-inch	LF	169.9	\$62.00	\$10,533.80	\$59.00	\$10,024.10
31	COS-31	Sanitary Sewer Manhole Lining	VF	103.9	\$157.00	\$16,312.30	\$135.00	\$14,026.50
City of Sheboygan Total:						\$567,869.76		\$553,081.45
Water Utility								
32	SWU-1	Mobilization, ALL SWU Item Codes	LS	1	\$17,517.00	\$17,517.00	\$36,800.00	\$36,800.00
33	SWU-2	12" PVC water main, furnish & install	LF	2000	\$120.00	\$240,000.00	\$125.00	\$250,000.00
34	SWU-3	12-in DIP water main, furnish & install	LF	150	\$145.00	\$21,750.00	\$202.00	\$30,300.00
35	SWU-4	8-in PVC water main, furnish & install	LF	530	\$120.00	\$63,600.00	\$152.00	\$80,560.00
36	SWU-5	6-in DI water main & hydrant lead, furnish & install	LF	145	\$145.00	\$21,025.00	\$217.00	\$31,465.00
37	SWU-6	12-in valve and box, furnish & install	EA	9	\$2,844.00	\$25,596.00	\$3,130.00	\$28,170.00
38	SWU-7	8-in valve and box, furnish & install	EA	6	\$1,722.00	\$10,332.00	\$1,865.00	\$11,190.00
39	SWU-8	6-in valve and box, furnish & install	EA	7	\$1,242.00	\$8,694.00	\$1,365.00	\$9,555.00
40	SWU-9	Fire hydrant, furnish & install	EA	7	\$4,370.00	\$30,590.00	\$4,315.00	\$30,205.00
41	SWU-10	Remove and Salvage Existing Hydrant Assembly	EA	1	\$476.00	\$476.00	\$1,500.00	\$1,500.00
42	SWU-11	Pb Replace Main to Curb (Long)	LF	235	\$103.00	\$24,205.00	\$85.00	\$19,975.00
43	SWU-12	Pb Replace Main to Curb (Short)	LF	179	\$119.00	\$21,301.00	\$85.00	\$15,215.00
44	SWU-13	Copper Reconnect	EA	12	\$369.00	\$4,428.00	\$1,200.00	\$14,400.00
45	SWU-14	1-1/2" stone foundation, delivered and placed	CY	681	\$0.01	\$6.81	\$10.00	\$6,810.00
46	SWU-15	Temporary Water Supply	LS	1	\$12,331.00	\$12,331.00	\$22,000.00	\$22,000.00
47	SWU-16	Erosion Control	LS	1	\$5,469.00	\$5,469.00	\$2,100.00	\$2,100.00
48	SWU-17	Site Restoration	LS	1	\$26,621.00	\$26,621.00	\$31,000.00	\$31,000.00
49	SWU-18	Concrete Pavement, 7" furnish and install	SY	1054	\$61.00	\$64,294.00	\$58.00	\$61,132.00
50	SWU-19	Asphalt Pavement, 3" over 7" Concrete Finish and Install, outside COS limits	SY	626	\$74.00	\$46,324.00	\$67.50	\$42,255.00
51	SWU-20	Concrete Base, 7" furnish and install, within COS Limits	SY	2232	\$45.00	\$100,440.00	\$35.00	\$78,120.00
52	SWU-21	Bore and jack 21" steel casing, furnish & install	LF	78	\$532.00	\$41,496.00	\$708.00	\$55,224.00
53	SWU-22	Water service replacement, curb stop to house	LF	432	\$84.00	\$36,288.00	\$85.00	\$36,720.00
54	SWU-23	Meter setting rebuild	EA	20	\$523.00	\$10,460.00	\$745.00	\$14,900.00
55	SWU-24	Electrical Grounding	EA	35	\$523.00	\$18,305.00	\$220.00	\$7,700.00
56	SWU-25	Interior Plumbing to relocate water meter, furnish & install	LF	170	\$26.00	\$4,420.00	\$20.00	\$3,400.00
57	SWU-26	Manual air relief assembly, furnish & install	EA	3	\$595.00	\$1,785.00	\$1,500.00	\$4,500.00

58	SWU-27	Construction Staking, ALL SWU Item Codes	LS	1	\$2,960.00	\$2,960.00	\$3,000.00	\$3,000.00
59	SWU-28	Traffic Control - Geele Ave and Calumet Drive Detour Only	LS	1	\$4,391.00	\$4,391.00	\$4,200.00	\$4,200.00
60	SWU-29	Railroad Onsite Observance Allowance	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Water Utility Total:						\$880,104.81	\$947,396.00	
Base Bid Total:						\$1,447,974.57	\$1,500,477.45	
Alternates						\$130,050.00	\$96,250.00	
61	COS-32	Milling Washington Avenue, including butt joints	SY	13500	\$3.50	\$47,250.00	\$2.50	\$33,750.00
62	COS-33	Milling Seaman Avenue, including butt joints	SY	7000	\$3.60	\$25,200.00	\$2.50	\$17,500.00
63	COS-34	Milling N. Taylor Drive, including butt joints	SY	18000	\$3.20	\$57,600.00	\$2.50	\$45,000.00

2443-20 2020 Street Improvements (#6663404)  
 Owner: Sheboygan WI, City of  
 Solicitor: Sheboygan WI, City of  
 02/06/2020 01:00 PM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Vinton Construction Company		PTS Contractors, Inc		Advance Construction Inc.	
						Unit Price4	Extension5	Unit Price6	Extension7	Unit Price8	Extension9
City of Sheboygan											
	1	COS-1	Mobilization, ALL COS Item Codes	LS	1	\$33,000.00	\$33,000.00	\$49,375.00	\$49,375.00	\$25,000.00	\$25,000.00
	2	COS-2	Traffic Control	LS	1	\$14,782.00	\$14,782.00	\$15,355.00	\$15,355.00	\$16,000.00	\$16,000.00
	3	COS-3	Mill Exist. Asphalt Pavement	SY	8079.8	\$3.14	\$25,370.57	\$3.25	\$26,259.35	\$3.30	\$26,663.34
	4	COS-4	Butt Joints	SY	190	\$6.57	\$1,248.30	\$6.75	\$1,282.50	\$6.50	\$1,235.00
	5	COS-5	HMA Pavement, 4 LT 58-28 S	TONS	1394	\$74.95	\$104,480.30	\$77.00	\$107,338.00	\$74.20	\$103,434.80
	6	COS-6	Tack	GAL	1132	\$2.83	\$3,203.56	\$2.90	\$3,282.80	\$2.80	\$3,169.60
	7	COS-7	Remove and Replace 6" Curb and Gutter (to incl., sawcutting, c.a.b.c., #6x12" tie bars drilled, 4" topsoil, seed and e-mat.)	LF	1000	\$59.00	\$59,000.00	\$61.00	\$61,000.00	\$43.00	\$43,000.00
	8	COS-8	Remove and Replace Ex. Walk 4" or 6" Thickness (to incl. full depth saw, 4" c.a.b.c. 4" topsoil, seed, and e-mat)	SF	5335	\$10.00	\$53,350.00	\$10.50	\$56,017.50	\$8.00	\$42,680.00
	9	COS-9	Steps (7.5" tall approximately 4' wide)	EA	2	\$500.00	\$1,000.00	\$520.00	\$1,040.00	\$2,600.00	\$5,200.00
	10	COS-10	Detectable Warning Fields (natural patina)	SF	336	\$30.00	\$10,080.00	\$31.00	\$10,416.00	\$40.00	\$13,440.00
	11	COS-11	Excavate Below Subgrade	CY	10	\$40.00	\$400.00	\$42.00	\$420.00	\$30.00	\$300.00
	12	COS-12	C.A.B.C.	Tons	20	\$20.00	\$400.00	\$21.00	\$420.00	\$20.00	\$400.00
	13	COS-13	Misc. 7" P.c.c. Rem. And Repl. (to be used for driveway/alley) (to incl. full depth saw, 4" c.a.b.c., 4" topsoil, seed, and e-mat.)	SY	15	\$90.00	\$1,350.00	\$93.50	\$1,402.50	\$75.00	\$1,125.00
	14	COS-14	Misc. 7" P.c.c. Pav't Rem. And Repl. (to incl. full depth saw, 10" c.a.b.c. , drilled tie bars.)	SY	15	\$90.00	\$1,350.00	\$93.50	\$1,402.50	\$300.00	\$4,500.00
	15	COS-15	Replace Ex. San. MH. Casting ( to incl. full depth saw,furnish specified mh. casting, rings, mortar, tie bars and replacement w/ 7" p.c.c. base course dowelled.)	EA	1	\$1,163.00	\$1,163.00	\$1,610.00	\$1,610.00	\$2,000.00	\$2,000.00
	16	COS-16	New 4' Dia Manhole (to incl. full depth saw, removal of ex. pav't., ex. manhole and replacement w/ 10" c.a.b.c. and 7" p.c.c. base course dowelled, and Neenah casting.)	EA	1	\$3,593.00	\$3,593.00	\$3,320.00	\$3,320.00	\$5,000.00	\$5,000.00
	17	COS-17	New N-1 Inlets (to incl. full depth saw, removal of ex. pav't., ex. side inlet and replacement w/ 10" c.a.b.c. and 7" p.c.c. base course dowelled, and Neenah casting # R-3087-L)	EA	6	\$2,320.00	\$13,920.00	\$3,445.00	\$20,670.00	\$5,000.00	\$30,000.00
	18	COS-18	12" Storm Leads (to incl. full depth saw, removal of ex. pav't. and ex. lead, modification to existing structures, and replacement of ex. pav't.w/ 10" c.a.b.c. and 7" p.c.c. base course dowelled.)	LF	148	\$123.00	\$18,204.00	\$127.00	\$18,796.00	\$200.00	\$29,600.00
	19	COS-19	Water Valve Adj.	EA	8	\$200.00	\$1,600.00	\$345.00	\$2,760.00	\$200.00	\$1,600.00
	20	COS-20	Remove and Replace Patio pavers (to incl. removal and replacement of sand base and landscaping)	SF	64	\$20.00	\$1,280.00	\$36.00	\$2,304.00	\$25.00	\$1,600.00
	21	COS-21	Salvage and Reset Strom Sewer Frame and Grate ( to incl. full depth saw, rings, mortar.)	EA	13	\$300.00	\$3,900.00	\$310.00	\$4,030.00	\$1,000.00	\$13,000.00
	22	COS-22	Manhole Adjusting Rings	EA	8	\$300.00	\$2,400.00	\$345.00	\$2,760.00	\$1,000.00	\$8,000.00
	23	COS-23	Construction Staking, ALL COS Item Codes	LS	1	\$1,912.75	\$1,912.75	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	24	COS-24	Storm Sewer Lining, 12-inch	LF	703.9	\$35.00	\$24,636.50	\$36.50	\$25,692.35	\$38.00	\$26,748.20
	25	COS-25	Storm Sewer Lining, 15-inch	LF	244.6	\$59.00	\$14,431.40	\$61.25	\$14,981.75	\$75.00	\$18,345.00
	26	COS-26	Storm Sewer Lining, 21-inch	LF	313.7	\$97.00	\$30,428.90	\$101.00	\$31,683.70	\$65.00	\$20,390.50
	27	COS-27	Sanitary Sewer Lining, 8-inch	LF	762.9	\$25.00	\$19,072.50	\$26.00	\$19,835.40	\$35.00	\$26,701.50

28	COS-28	Sanitary Sewer Lining, 10-inch	LF	1950.4	\$30.50	\$59,487.20	\$31.50	\$61,437.60	\$37.75	\$73,627.60
29	COS-29	Sanitary Sewer Lining, 12-inch	LF	480.7	\$35.00	\$16,824.50	\$36.50	\$17,545.55	\$38.00	\$18,266.60
30	COS-30	Sanitary Sewer Lining, 15-inch	LF	169.9	\$59.00	\$10,024.10	\$61.25	\$10,406.38	\$75.00	\$12,742.50
31	COS-31	Sanitary Sewer Manhole Lining	VF	103.9	\$135.00	\$14,026.50	\$140.00	\$14,546.00	\$104.00	\$10,805.60
City of Sheboygan Total:						\$545,919.08		\$589,389.88		\$586,575.24
Water Utility										
32	SWU-1	Mobilization, ALL SWU Item Codes	LS	1	\$33,000.00	\$33,000.00	\$16,385.00	\$16,385.00	\$25,000.00	\$25,000.00
33	SWU-2	12" PVC water main, furnish & install	LF	2000	\$141.10	\$282,200.00	\$132.00	\$264,000.00	\$135.00	\$270,000.00
34	SWU-3	12-in DIP water main, furnish & install	LF	150	\$172.55	\$25,882.50	\$132.00	\$19,800.00	\$153.00	\$22,950.00
35	SWU-4	8-in PVC water main, furnish & install	LF	530	\$145.70	\$77,221.00	\$118.00	\$62,540.00	\$175.00	\$92,750.00
36	SWU-5	6-in DI water main & hydrant lead, furnish & install	LF	145	\$138.60	\$20,097.00	\$121.00	\$17,545.00	\$166.00	\$24,070.00
37	SWU-6	12-in valve and box, furnish & install	EA	9	\$3,014.00	\$27,126.00	\$2,745.00	\$24,705.00	\$2,600.00	\$23,400.00
38	SWU-7	8-in valve and box, furnish & install	EA	6	\$1,735.00	\$10,410.00	\$1,655.00	\$9,930.00	\$1,600.00	\$9,600.00
39	SWU-8	6-in valve and box, furnish & install	EA	7	\$1,255.00	\$8,785.00	\$1,195.00	\$8,365.00	\$1,153.00	\$8,071.00
40	SWU-9	Fire hydrant, furnish & install	EA	7	\$5,075.00	\$35,525.00	\$4,330.00	\$30,310.00	\$4,406.00	\$30,842.00
41	SWU-10	Remove and Salvage Existing Hydrant Assembly	EA	1	\$800.00	\$800.00	\$1,205.00	\$1,205.00	\$1,000.00	\$1,000.00
42	SWU-11	Pb Replace Main to Curb (Long)	LF	235	\$85.00	\$19,975.00	\$88.00	\$20,680.00	\$100.00	\$23,500.00
43	SWU-12	Pb Replace Main to Curb (Short)	LF	179	\$85.00	\$15,215.00	\$88.00	\$15,752.00	\$120.00	\$21,480.00
44	SWU-13	Copper Reconnect	EA	12	\$1,200.00	\$14,400.00	\$1,250.00	\$15,000.00	\$500.00	\$6,000.00
45	SWU-14	1-1/2" stone foundation, delivered and placed	CY	681	\$12.00	\$8,172.00	\$24.00	\$16,344.00	\$25.00	\$17,025.00
46	SWU-15	Temporary Water Supply	LS	1	\$26,100.00	\$26,100.00	\$24,175.00	\$24,175.00	\$17,000.00	\$17,000.00
47	SWU-16	Erosion Control	LS	1	\$1,950.00	\$1,950.00	\$5,195.00	\$5,195.00	\$2,500.00	\$2,500.00
48	SWU-17	Site Restoration	LS	1	\$8,861.25	\$8,861.25	\$22,335.00	\$22,335.00	\$20,000.00	\$20,000.00
49	SWU-18	Concrete Pavement, 7" furnish and install	SY	1054	\$58.00	\$61,132.00	\$60.00	\$63,240.00	\$60.00	\$63,240.00
50	SWU-19	Asphalt Pavement, 3" over 7" Concrete Finish and Install, outside COS limits	SY	626	\$71.01	\$44,452.26	\$82.00	\$51,332.00	\$80.00	\$50,080.00
51	SWU-20	Concrete Base, 7" furnish and install, within COS Limits	SY	2232	\$43.33	\$96,712.56	\$64.50	\$143,964.00	\$55.00	\$122,760.00
52	SWU-21	Bore and jack 21" steel casing, furnish & install	LF	78	\$713.00	\$55,614.00	\$705.00	\$54,990.00	\$580.00	\$45,240.00
53	SWU-22	Water service replacement, curb stop to house	LF	432	\$85.00	\$36,720.00	\$89.00	\$38,448.00	\$80.00	\$34,560.00
54	SWU-23	Meter setting rebuild	EA	20	\$745.00	\$14,900.00	\$775.00	\$15,500.00	\$750.00	\$15,000.00
55	SWU-24	Electrical Grounding	EA	35	\$220.00	\$7,700.00	\$225.00	\$7,875.00	\$750.00	\$26,250.00
56	SWU-25	Interior Plumbing to relocate water meter, furnish & install	LF	170	\$20.00	\$3,400.00	\$21.00	\$3,570.00	\$50.00	\$8,500.00
57	SWU-26	Manual air relief assembly, furnish & install	EA	3	\$1,350.00	\$4,050.00	\$1,405.00	\$4,215.00	\$1,000.00	\$3,000.00

58	SWU-27	Construction Staking, ALL SWU Item Codes	LS	1	\$2,831.45	\$2,831.45	\$2,945.00	\$2,945.00	\$6,500.00	\$6,500.00
59	SWU-28	Traffic Control - Geele Ave and Calumet Drive Detour Only	LS	1	\$4,200.00	\$4,200.00	\$4,365.00	\$4,365.00	\$8,500.00	\$8,500.00
60	SWU-29	Railroad Onsite Observance Allowance	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
<b>Water Utility Total:</b>						\$962,432.02		\$979,710.00		\$1,013,818.00
<b>Base Bid Total:</b>						\$1,508,351.10		\$1,569,099.88		\$1,600,393.24
<b>Alternates</b>						\$126,715.00		\$130,000.00		\$156,080.00
61	COS-32	Milling Washington Avenue, including butt joints	SY	13500	\$3.39	\$45,765.00	\$3.48	\$46,980.00	\$4.04	\$54,540.00
62	COS-33	Milling Seaman Avenue, including butt joints	SY	7000	\$3.49	\$24,430.00	\$3.58	\$25,060.00	\$4.22	\$29,540.00
63	COS-34	Milling N. Taylor Drive, including butt joints	SY	18000	\$3.14	\$56,520.00	\$3.22	\$57,960.00	\$4.00	\$72,000.00

III

Other Matters

1.3

Res. No. 183- 19 - 20. By Alderpersons Wolf and Sorenson. March 2, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Dorner, Inc. regarding street and utility replacement on Geele Avenue from Calumet Drive to N. 23<sup>rd</sup> Street and milling of Saemann Avenue from N. 21<sup>st</sup> Street to N. 25<sup>th</sup> Street.

WHEREAS, pursuant to Res. No. 165-18-19, the Engineering Division of the Department of Public Works has advertised for bids for street and utility replacement on Geele Avenue from Calumet Drive to N. 23<sup>rd</sup> Street and milling of Saemann Avenue from N. 21<sup>st</sup> Street to N. 25<sup>th</sup> Street (the "Project"); and

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

WHEREAS, the low bid was from Dorner, Inc. in the amount of \$1,473,174.57; and

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

WHEREAS, the low bid includes work to be paid for by the Sheboygan Water Utility in the amount of \$880,104.81; and

WHEREAS, the City intends to ultimately fund part of the non-Water Utility portion of this Project 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 Dorner, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the Director of Public Works is authorized to consent to additions, deletions, and modifications to the Scope of Work set forth in the attached agreement ("Change Orders"). Based on the unique facts and circumstances related to this agreement and in accordance with state law, Change Orders shall not materially change the nature of the scope of work, and shall not exceed 15% of the not to exceed amount of the non-Water Utility portion of the Contract (\$88,960.46).

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in payment of the contract upon the Contract Documents (including the Payment and Performance Bonds) being fully

Public Works


executed by all parties. The appropriate City officials may draw up to \$682,030.22 in payment of the non-Water Utility portion of the Contract (and any approved Change Orders) as set forth below:

Account No. 40033140-631200 (Capital Projects Fund - Streets - Street Improvements) \$ 170,619.76

Account No. 47933140-631200 (2020 Capital Improvements Fund - Streets - Street Improvements) \$ 486,210.46

Account No. 10133140-521900 (Streets - Street Improvements - Contracted Services) \$ 25,200.00

BE IT FURTHER RESOLVED: That prior to the City's annual borrowing program being completed, the appropriate City officials may draw up to \$656,830.22 from Account No. 40033140-631200 (Capital Projects Fund - Streets - Street Improvements). Expenditures from Account No. 40033140-631200 made prior to the completion of the borrowing program may be reimbursed with borrowed funds from Account No. 47933140-631200 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 \$486,210.46 for Account No. 47933140-631200, any shortfall may be paid from Account No. 40033140-631200. In no event shall the total amount expended for the non-Water Utility portion of the Contract exceed \$682,030.22 without prior authorization of Council and compliance with all applicable laws.

  
\_\_\_\_\_

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

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

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

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

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

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2020 Street Improvements.

**ARTICLE 2 – THE PROJECT**

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

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

A. Owner Items: Items 1 through 31 (and alternate 62), inclusive.

1. Owner Resolution: \_\_\_\_\_

2. Owner Account Number: \_\_\_\_\_

B. Utility Items: Items 32 through 60, inclusive.

1. Utility Resolution Number: \_\_\_\_\_

2. Utility Account Number: \_\_\_\_\_

**ARTICLE 3 – ENGINEER**

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

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

**4.02 Contract Times: Dates**

- A. The work will be substantially complete no later than October 2, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.
- B. Parts of the Work shall be substantially completed on or before the following Milestone(s): Milestone 1 as identified in 01 11 00 – SUMMARY OF WORK: 6:00 AM on July 1, 2020.

**4.03 Liquidated Damages**

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

**4.04 Special Damages**

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

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

#### **ARTICLE 5 – CONTRACT PRICE**

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

#### **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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

**ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

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

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

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

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

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

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

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

**10.02 *Assignment of Contract***

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

**10.03 *Successors and Assigns***

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

**10.04 *Severability***

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

**10.05 *Contractor's Certifications***

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

**10.06 *Other Provisions***

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

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

*(Continued on next page)*

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

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

OWNER:

CONTRACTOR:

City of Sheboygan

By: \_\_\_\_\_  
(signature)

Name,  
Title: Darrell Hofland , City Administrator

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

By: \_\_\_\_\_  
(signature)

Name,  
Title: \_\_\_\_\_  
(printed)

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

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

Address for giving notices:

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

Address for giving notices:

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

License No.: \_\_\_\_\_  
*(where applicable)*

Signed by:

Approved as to form and Execution:

By: \_\_\_\_\_  
(signature)

Name,  
Title: Michael Vandersteen, Mayor

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

By: \_\_\_\_\_  
(signature)

Name,  
Title: Charles C. Adams, City Attorney

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

Countersigned by:

UTILITY:

By: \_\_\_\_\_  
(signature)

Name,  
Title: Meredith DeBruin, City Clerk

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

By: \_\_\_\_\_  
(signature)

Name,  
Title: Joe Trueblood, Superintendent

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

2020 Street Improvements

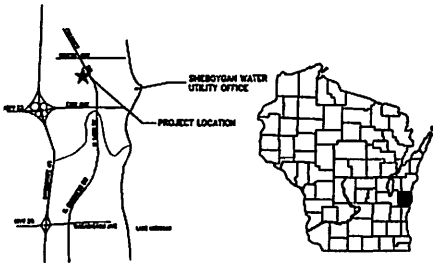
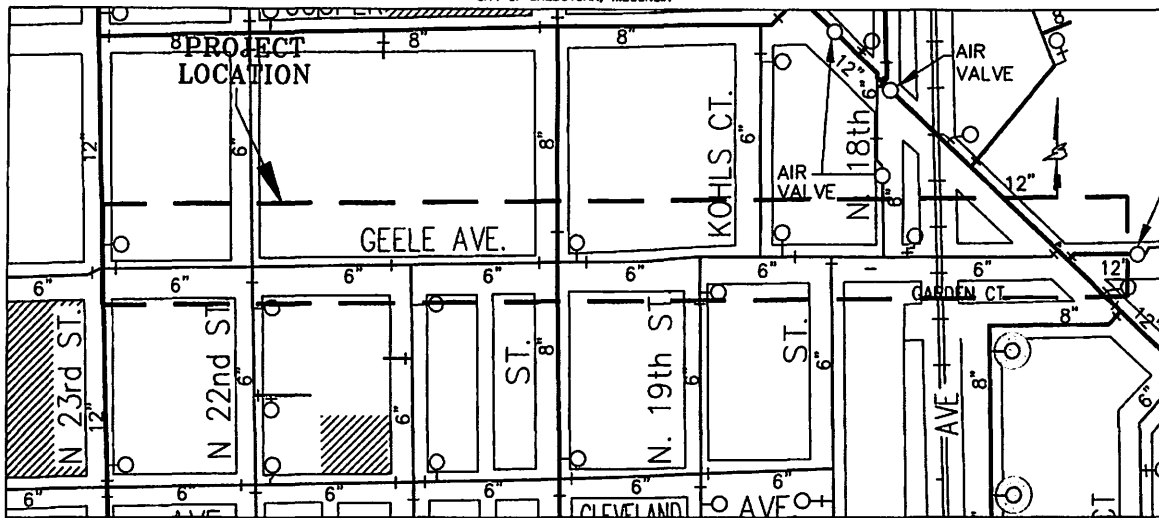
SECTION	TITLE	PAGES
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-1 to 00 01 10-2
00 11 13	Advertisements for Bids	00 11 13-1
00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Page
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 00-7
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 to 00 63 63-2
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
<b>01 00 00</b>	<b>GENERAL REQUIREMENTS</b>	
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 00-5
01 21 00	Allowances	01 21 00-1
01 22 00	Unit Prices	01 22 00-1
01 23 00	Alternates	01 23 00-1
01 55 26	Traffic Control	01 55 26-1 to 01 55 26-2
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
01 71 23	Construction Staking	01 71 23-1 to 01 71 23-2
<b>31 00 00</b>	<b>EARTHWORK</b>	
31 25 00	Erosion Control and Site Maintenance	31 25 00-1 to 31 25 00-3

CITY OF SHEBOYGAN  
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<b>32 00 00</b>	<b>EXTERIOR IMPROVEMENT</b>	
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<b>33 00 00</b>	<b>UTILITIES</b>	
33 00 00	Storm and Sanitary Utilities	33 00 00-1 to 33 00 00-3
33 01 31	Sewer Lining	33 01 31-1 to 33 01 31-5
33 05 07	Trenchless Installation of Utility Pipe	33 05 07-1 to 33 05 07-3
33 10 00	Water Utility Special Provision	33 10 00-1 to 33 10 00-15
<b>99 00 00</b>	<b>APPENDIX</b>	
99 00 01	Appendix Table of Contents	99 00 00-1

# WATER MAIN AND SERVICE REPLACEMENT

GEELE AVENUE: CALUMET DRIVE TO N 23RD STREET  
CITY OF SHEBOYGAN, WISCONSIN



**CONTACT INFORMATION**

DAVID MCMILLAN	920-459-3839
THOMAS TREACY	920-459-3806
EMERGENCIES	911
POLICE DEPT.	920-459-3334
FIRE & AMBULANCE	920-459-3334
TRANSIT	920-459-3281
CITY ENGINEER	920-459-3394
PLUMBING INSPECTOR	920-459-4081
STREETS & SANITATION	920-459-3440
SHERIFF	920-459-3112



*Handwritten signature and date:*  
11/6/2019



**DIGGERS HOTLINE**  
MILWAUKEE (METRO) 414-344-5111  
OUTSIDE METRO 1-800-242-8511

NOTE: RESPONSIBILITY FOR THE LOCATION OF UNDERGROUND FACILITIES IS AS ALLOCATED IN THE CONTRACT DOCUMENTS.

Project: Public Works - Water Main Replacement - GEELE AVENUE - CALUMET DRIVE TO N 23RD STREET  
 Project No: 2019-001  
 Date: 11/6/2019  
 Scale: AS SHOWN  
 Drawing No: 2019-001-01  
 Project Location: GEELE AVENUE - CALUMET DRIVE TO N 23RD STREET  
 City of Sheboygan, Wisconsin  
 Project No: 2019-001  
 Date: 11/6/2019  
 Scale: AS SHOWN  
 Drawing No: 2019-001-01  
 Project Location: GEELE AVENUE - CALUMET DRIVE TO N 23RD STREET  
 City of Sheboygan, Wisconsin

<p>Location Map Scale: NOT TO SCALE</p> <p>PROJECT DESIGNED BY: T/AD PROJECT CHECKED BY: J/AD PROJECT APPROVED BY: J/AD</p>	<p style="text-align: center;">City of Sheboygan Water Utility</p> <p style="text-align: center;">WATER MAIN REPLACEMENT GEELE AVENUE - CALUMET DRIVE TO N 23RD STREET</p> <p style="text-align: center;">SHEBOYGAN WATER UTILITY 72 PARK AVE. SHEBOYGAN, WI 53081</p>
<p>Sheet No. 1 OF 14</p> <p>Date: NOV 15, 2019</p> <p>Utility Project No: 2019-001</p> <p>Drawing No: 2019-001-01</p> <p style="text-align: center;"><b>COVER SHEET</b></p>	

# CITY OF SHEBOYGAN 2020 STREET IMPROVEMENTS BID NUMBER: 2443-20



**SHEET NO.**  
1  
2  
3  
4 THRU 14  
15 THRU 19  
20

**TITLE SHEET**  
**SEWER DETAILS**  
**PAVEMENT DETAILS**  
**OEELE AVENUE** - N. 18TH ST. - N. 23RD ST.  
**SAEMANN AVENUE** - N. 21ST ST. - N. 25TH ST.  
**N. TAYLOR DR.** - N. OF SAEMANN AVE. - NORTH AVE.  
**WASHINGTON AVE.** - S. BUS. DR. - E. OF S. TAYLOR DR.

**SEWER LINING  
SEWER REVISIONS  
C & G REPLACEMENT, WALK REPLACEMENT  
PAVEMENT MILLING, RESURFACING**

**N. TAYLOR DRIVE**  
N. OF SAEMANN AVE.  
to  
NORTH AVE.  
MILL (ALTERNATE)

**SAEMANN AVENUE**  
N. 21ST ST.  
to  
N. 25TH ST.  
SEWER LINING  
MILL (ALTERNATE)

**OEELE AVENUE**  
CALUMET DR.  
to  
N. 23RD ST.

**WASHINGTON AVE.**  
S. BUS. DR. to  
S. TAYLOR DR.  
MILL (ALTERNATE)



**PLAN**  
PROPERTY LINE  
EXISTING RIGHT OF WAY  
BENCHMARK

**PROFILE**  
GRADE BREAK  
EXISTING GROUND

GRADE ELEVATION

**PROPOSED UTILITIES**  
PROPOSED BORN LITERATURE  
PROPOSED 150W LITERATURE  
PROPOSED SANITARY / STORM SEWER  
PROPOSED STORM INLET

**CONVENTIONAL SYMBOLS**

	<b>UTILITIES</b>		<b>E</b>
	ELECTRIC		FD/UT
	FIBER OPTIC		G
	SBC		SAW
	GAS		T
	SANITARY SEWER		V
	STORM SEWER		CHTV
	TELEPHONE		P
	WATER		M
	ELECTRIC PEDESTAL		
	TELEPHONE PEDESTAL		
	CATV PEDESTAL		
	POWER POLE		
	TELEPHONE POLE		
	GAS METER		

COORDINATES ON THIS PLAN ARE REFERENCED TO THE WISCONSIN COUNTY SYSTEMS: SHEBOYGAN COUNTY, US FOOT  
T15N, R.23E, SECTION 230W



PLANS PREPARED BY:  
City of Sheboygan  
Engineering Department  
RYAN J. SAZAMA- CITY ENGINEER  
2025 New Jersey Avenue  
Sheboygan, WI 53081  
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☎ 920-459-3440  
☎ 920-459-0227

**TITLE  
SHEET 1**

2443-20 2020 Street Improvements (#6663404)  
 Owner: Sheboygan WI, City of  
 Solicitor: Sheboygan WI, City of  
 02/06/2020 01:00 PM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Dorner Inc.	
						Unit Price	Extension
City of Sheboygan							
	1	COS-1	Mobilization, ALL COS Item Codes	LS	1	\$37,796.00	\$37,796.00
	2	COS-2	Traffic Control	LS	1	\$15,455.00	\$15,455.00
	3	COS-3	Mill Exist. Asphalt Pavement	SY	8079.8	\$3.20	\$25,855.36
	4	COS-4	Butt Joints	SY	190	\$7.00	\$1,330.00
	5	COS-5	HMA Pavement, 4 LT 58-28 5	TONS	1394	\$78.00	\$108,732.00
	6	COS-6	Tack	GAL	1132	\$3.00	\$3,396.00
	7	COS-7	Remove and Replace 6" Curb and Gutter (to incl. sawcutting, c.a.b.c., #6x12" tie bars drilled, 4" topsoil, seed and e-mat.)	LF	1000	\$62.00	\$62,000.00
	8	COS-8	Remove and Replace Ex. Walk 4" or 6" Thickness (to incl. full depth saw, 4" c.a.b.c. 4" topsoil, seed, and e-mat)	SF	5335	\$10.00	\$53,350.00
	9	COS-9	Steps (7.5" tall approximately 4' wide)	EA	2	\$523.00	\$1,046.00
	10	COS-10	Detectable Warning Fields (natural patina)	SF	336	\$31.00	\$10,416.00
	11	COS-11	Excavate Below Subgrade	CY	10	\$42.00	\$420.00
	12	COS-12	C.A.B.C.	Tons	20	\$21.00	\$420.00
	13	COS-13	Misc. 7" P.c.c. Rem. And Repl. (to be used for driveway/alley) (to incl. full depth saw, 4" c.a.b.c., 4" topsoil, seed, and e-mat.)	SY	15	\$94.00	\$1,410.00
	14	COS-14	Misc. 7" P.c.c. Pav't Rem. And Repl. (to incl. full depth saw, 10" c.a.b.c., drilled tie bars.)	SY	15	\$94.00	\$1,410.00
	15	COS-15	Replace Ex. San. MH. Casting ( to incl. full depth saw, furnish specified mh. casting, rings, mortar, tie bars and replacement w/ 7" p.c.c. base course dowelled.)	EA	1	\$1,366.00	\$1,366.00
	16	COS-16	New 4' Dia Manhole (to incl. full depth saw, removal of ex. pav't., ex. manhole and replacement w/ 10" c.a.b.c. and 7" p.c.c. base course dowelled, and Neenah casting.)	EA	1	\$3,882.00	\$3,882.00
	17	COS-17	New N-1 Inlets (to incl. full depth saw, removal of ex. pav't., ex. side inlet and replacement w/ 10" c.a.b.c. and 7" p.c.c. base course dowelled, and Neenah casting # R-3087-L)	EA	6	\$2,287.00	\$13,722.00
	18	COS-18	12" Storm Leads (to incl. full depth saw, removal of ex. pav't. and ex. lead, modification to existing structures, and replacement of ex. pav't.w/ 10" c.a.b.c. and 7" p.c.c. base course dowelled.)	LF	148	\$94.00	\$13,912.00

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						Unit Price	Extension	
	19	COS-19	Water Valve Adj.	EA	8	\$119.00	\$952.00	
	20	COS-20	Remove and Replace Patio pavers (to incl. removal and replacement of sand base and landscaping)	SF	64	\$32.00	\$2,048.00	
	21	COS-21	Salvage and Reset Strom Sewer Frame and Grate ( to incl. full depth saw, rings, mortar.)	EA	13	\$314.00	\$4,082.00	
	22	COS-22	Manhole Adjusting Rings	EA	8	\$387.00	\$3,096.00	
	23	COS-23	Construction Staking, ALL COS Item Codes	LS	1	\$2,000.00	\$2,000.00	
	24	COS-24	Storm Sewer Lining, 12-inch	LF	703.9	\$37.00	\$26,044.30	
	25	COS-25	Storm Sewer Lining, 15-inch	LF	244.6	\$62.00	\$15,165.20	
	26	COS-26	Storm Sewer Lining, 21-inch	LF	313.7	\$101.00	\$31,683.70	
	27	COS-27	Sanitary Sewer Lining, 8-inch	LF	762.9	\$26.00	\$19,835.40	
	28	COS-28	Sanitary Sewer Lining, 10-inch	LF	1950.4	\$32.00	\$62,412.80	
	29	COS-29	Sanitary Sewer Lining, 12-inch	LF	480.7	\$37.00	\$17,785.90	
	30	COS-30	Sanitary Sewer Lining, 15-inch	LF	169.9	\$62.00	\$10,533.80	
	31	COS-31	Sanitary Sewer Manhole Lining	VF	103.9	\$157.00	\$16,312.30	
<b>City of Sheboygan Total:</b>								<b>\$567,869.76</b>
<b>Water Utility</b>								
	32	SWU-1	Mobilization, ALL SWU Item Codes	LS	1	\$17,517.00	\$17,517.00	
	33	SWU-2	12" PVC water main, furnish & install	LF	2000	\$120.00	\$240,000.00	
	34	SWU-3	12-in DIP water main, furnish & install	LF	150	\$145.00	\$21,750.00	

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						Unit Price	Extension
	35	SWU-4	8-in PVC water main, furnish & install	LF	530	\$120.00	\$63,600.00
	36	SWU-5	6-in DI water main & hydrant lead, furnish & install	LF	145	\$145.00	\$21,025.00
	37	SWU-6	12-in valve and box, furnish & install	EA	9	\$2,844.00	\$25,596.00
	38	SWU-7	8-in valve and box, furnish & install	EA	6	\$1,722.00	\$10,332.00
	39	SWU-8	6-in valve and box, furnish & install	EA	7	\$1,242.00	\$8,694.00
	40	SWU-9	Fire hydrant, furnish & install	EA	7	\$4,370.00	\$30,590.00
	41	SWU-10	Remove and Salvage Existing Hydrant Assembly	EA	1	\$476.00	\$476.00
	42	SWU-11	Pb Replace Main to Curb (Long)	LF	235	\$103.00	\$24,205.00
	43	SWU-12	Pb Replace Main to Curb (Short)	LF	179	\$119.00	\$21,301.00
	44	SWU-13	Copper Reconnect	EA	12	\$369.00	\$4,428.00
	45	SWU-14	1-1/2" stone foundation, delivered and placed	CY	681	\$0.01	\$6.81
	46	SWU-15	Temporary Water Supply	LS	1	\$12,331.00	\$12,331.00
	47	SWU-16	Erosion Control	LS	1	\$5,469.00	\$5,469.00
	48	SWU-17	Site Restoration	LS	1	\$26,621.00	\$26,621.00
	49	SWU-18	Concrete Pavement, 7" furnish and install	SY	1054	\$61.00	\$64,294.00
	50	SWU-19	Asphalt Pavement, 3" over 7" Concrete Furnish and Install, outside COS limits	SY	626	\$74.00	\$46,324.00
	51	SWU-20	Concrete Base, 7" furnish and install, within COS Limits	SY	2232	\$45.00	\$100,440.00
	52	SWU-21	Bore and jack 21" steel casing, furnish & install	LF	78	\$532.00	\$41,496.00
	53	SWU-22	Water service replacement, curb stop to house	LF	432	\$84.00	\$36,288.00

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	54	SWU-23	Meter setting rebuild	EA	20	\$523.00	\$10,460.00
	55	SWU-24	Electrical Grounding	EA	35	\$523.00	\$18,305.00
	56	SWU-25	Interior Plumbing to relocate water meter, furnish & install	LF	170	\$26.00	\$4,420.00
	57	SWU-26	Manual air relief assembly, furnish & install	EA	3	\$595.00	\$1,785.00
	58	SWU-27	Construction Staking, ALL SWU Item Codes	LS	1	\$2,960.00	\$2,960.00
	59	SWU-28	Traffic Control - Geele Ave and Calumet Drive Detour Only	LS	1	\$4,391.00	\$4,391.00
	60	SWU-29	Railroad Onsite Observance Allowance	LS	1	\$15,000.00	\$15,000.00
<b>Water Utility Total:</b>							<b>\$880,104.81</b>
<b>Base Bid Total:</b>							<b>\$1,447,974.57</b>
<b>Alternates</b>							<b>\$130,050.00</b>
	61	COS-32	Milling Washington Avenue, including butt joints	SY	13500	Not Accepted	Not Accepted
	62	COS-33	Milling Seaman Avenue, including butt joints	SY	7000	\$3.60	\$25,200.00
	63	COS-34	Milling N. Taylor Drive, including butt joints	SY	18000	Not Accepted	Not Accepted