

*****ATTACHMENTS*****

III

4.4


Res. No. 169 - 19 - 20. By Alderpersons Wolf and Sorenson.
February 17, 2020.

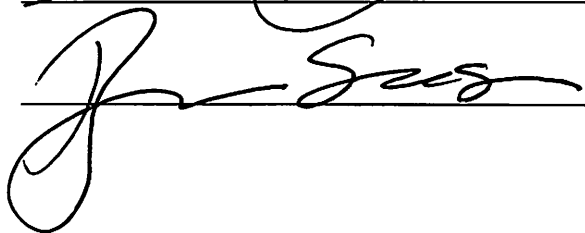
A RESOLUTION authorizing the Director of Public Works to enter into a contract with Graef-USA Inc. for the Quarry Park Master Plan.

RESOLVED: That the Director of Public Works is hereby authorized to enter into a contract with Graef-USA Inc., in substantially similar form to that attached, for the Quarry Park Master Plan.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds not to exceed \$30,000 from Account No. 26553000-631100 (Park, Forestry and Open Space Fund - Park Department - Improvements Other Than Buildings).

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



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January 31, 2020

Joe Kerlin, Superintendent of Parks and Forestry
City of Sheboygan, WI – DPW
2026 New Jersey Ave
Sheboygan, WI 53081

SUBJECT: Quarry Park Master Plan

Dear Joe:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and The City of Sheboygan (Client).

This proposal is for the Quarry Park Master Plan. It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to provide master plan design consulting services for Quarry Park in Sheboygan, Wisconsin.

For this Project, GRAEF proposes to provide the following Basic Services:

- Review existing materials and data including current uses, operational partnerships and programming. Existing materials and data shall be provided by the Client.
- Conduct a site walkthrough and generate a photographic inventory of the site to supplement existing information provided by the Client.
- Assess the current infrastructure, including the park shelter, parking lot, beach and surrounding park space to identify opportunities and constraints that inform recommendations moving forward with conceptual design.
- Conduct (1) Steering Committee meeting to receive focused input and generate preliminary ideas that inform the development of conceptual design alternatives/functional diagrams.
 - The Steering Committee members shall include:
 - David Biebel (Director of Public Works)
 - Ryan Sazama (City Engineer)
 - Joe Kerlin (Superintendent of Parks and Forestry)
 - Tim Bull (City Forester)
 - Scott Plehn (Park Leadman)
 - Mike Miller (EOS)
 - Darrell Hofland (City Administrator)

- Develop 2-3 high-level/conceptual design alternatives/functional diagrams to facilitate discussion/input during subsequent Stakeholder and Public engagement meetings. Include a bulleted design narrative for each concept outlining the differences amongst them.
- Conduct (1) combined Stakeholder meeting with EOS Surf and Outdoor Shop, the Biking Group, the Disc Golf Group, and Cross Country Ski Group to receive focused input on conceptual design alternatives/functional diagrams.
- Conduct (1) Steering Committee meeting to review project status and prepare for Public Informational Meeting.
- Conduct (1) Public Information Meeting to present conceptual design alternatives/functional diagrams, receive input and generate consensus moving forward with a preferred design option.
- Conduct (1) Steering Committee meeting to refine design alternatives into a single preferred consensus plan and outline a phased approach toward implementation.
- Develop a single Consensus Plan that reflects input received by the Steering Committee, The Stakeholder Group and the General Public. Include a bulleted design narrative outlining proposed recommendations. Provide a phasing diagram that identifies priorities and includes an Order of Magnitude Cost for each phase. The Consensus Plan will illustrate proposed recommendations with the understanding that the detailed design of those recommendations will be part of a separate contract/s.
- Produce 2-3 supplemental renderings (colored plan enlargements, sections, elevations, aerials, perspectives and/or character sketches) of design recommendations to supplement the final consensus plan.
- Produce Executive Summary documenting the design and engagement process
- Conduct (1) Public Information Meeting to present the final consensus plan.
- Attend (1) meeting with the Board of Marina, Parks and Forestry to present the final consensus plan.
- Below is a summary of the meetings outlined above:
 - (3) Steering Committee Meetings
 - (2) Public Information Meetings
 - (1) Stakeholder Meeting
 - (1) Meeting with Board of Marina, Parks and Forestry

The scope of work does not include approval and/or adoption with the City Council. It is understood that the City staff will accept this responsibility if desired or necessary. GRAEF's work shall be considered complete whether or not the project work is brought to the City Council for approval or adoption (which is considered outside the scope of this project).

GRAEF will endeavor to perform the Basic Services by November 27, 2020.



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Services beyond what is included in the Basic Services listed above shall be considered Additional Services. GRAEF can provide Additional Services for additional compensation including but not limited to:

- Attendance at additional meetings beyond what is outlined in GRAEF's Basic Services.
- Additional illustrations/renderings beyond what is outlined in GRAEF's Basic Services.
- Structural Assessment of any existing buildings/structures.
- Traffic impact study.
- Site Surveying.
- Architectural design.
- Detailed design, including dimensioned layout plans, grading plans, planting plans and related section cuts and elevations.
- Signage, way-finding and/or branding design.
- Wetland delineation, mitigation and/or enhancement.
- Threatened and/or endangered species survey and/or protection plan.
- Waterway permitting.
- Economic impact analysis.
- Grant applications.

It is our understanding that the Client will provide the following services, items and/or information:

- Convening space, outreach, invitations, and logistics for any meetings associated with this Project.
- Relevant files, data, and maps as it relates to the Project area.
- Prior plans, in an editable format (if available).
- Provisions necessary for GRAEF to enter public and/or private property as needed.
- Feedback, comments, and any necessary decisions or direction for the plan updates and designs.
- Regulatory and ordinance review and/or analysis as needed.
- Public Notices for Public Meetings, if needed.
- Plan adoption/approval process as needed.

You agree to compensate GRAEF for all basic services noted above a lump sum of \$30,000.00.

You agree to compensate GRAEF for any Additional Services with an additional fee agreed to in advance of the services being performed.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.



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We look forward to working with you on this exciting project. Please call us at 608-242-1550 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Joe Porter, PLA
Site Development Team Leader

Loei Badreddine, PE, SE, LEED AP
Principal – Vice President

Accepted by:
City of Sheboygan

(Signature)

(Name Printed)

(Title)

(Date)



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on January 31, 2020 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of Sheboygan (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify and defend GRAEF, its present or former officers, employees and subconsultant(s), from any liability or loss, cost or expense (including legal fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client shall have fifteen (15) days to accept or reject any Additional Services proposed by GRAEF. In the event that Client does not respond within fifteen (15) days, Client shall be deemed to have rejected the Additional Services. Client's acceptance of Additional Services and agreement to pay for such Additional Service shall be in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts past due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses; collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF shall issue invoices for services on a monthly basis. Client shall remit payment within thirty (30) days of receipt of the invoice. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability (of at least \$1,000,000 per claim), commercial general liability (of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate), automobile liability (of at least \$1,000,000), and workers' compensation insurance (in accordance with statutory limits) for the duration of this Agreement and shall, upon execution of the Agreement, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: Under this Proposal, the expectation is that GRAEF will provide Client with professional planning services, such as providing a Master Plan for a Park in the City of Sheboygan. Documents prepared for Client that relate to professional planning services shall become the property of Client. The Parties recognize that GRAEF has the capacity to handle engineering services as well. Although the Parties do not expect this Project to include engineering services, if engineering services are incorporated into this Project, no engineering documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including computer files, drawings, specifications, and reports) ("Engineering Documents") are intended or represented to be suitable for reuse by Client, unless GRAEF specifically consents to such reuse. Client's reuse of Engineering Documents shall be at Client's sole risk and responsibility.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: The Parties do not expect the Project to include construction. Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. Unless expressly stated in a Scope of Work, GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, unless as expressly stated in a Scope of Work, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. Unless expressly stated in a scope of work, GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superseded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superseded.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the Director of Public Works to enter into a contract with Graef-USA Inc. for the Quarry Park Master Plan.

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

REPORT DATE: February 19, 2020

MEETING DATE: February 25, 2020

FISCAL SUMMARY:

Budget Line Item: 26553000-631100
Budget Summary: Park, Forestry and
Open Space Fund
Budget Expenditure: \$30,000
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: Since 2013, during the summer months, the city has worked with a private management service to operate the Quarryview Center and beach. In an effort to continue providing these services as well as improving recreational services throughout the entire park, staff reached out to three consulting services to develop a Quarry Park Master Plan.

STAFF COMMENTS: The Department of Public Works interviewed three consulting firms and received two Statement of Qualifications for the implementation of designing a new master plan of Quarry Park. Based on each consultant's qualifications and experience, City staff felt that Graef-USA Inc. is the most qualified for this project.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 169-19-20 authorizing the Director of Public Works to enter into a contract with Graef-USA Inc. for the Quarry Park Master Plan.

ATTACHMENTS:

- I. Res. No. 169-19-20
- II. Agreement between Client and Graef-USA Inc.

III

4.5

Res. No. 170 - 19 - 20. By Alderpersons Wolf and Sorenson.
February 17, 2020.

A RESOLUTION authorizing the Purchasing Agent to issue a Purchase Order for the purchase of a replacement dump truck body for an existing 2007 Model Tri-axle dump truck, including a new slide in salt spreader and brine distribution system and related accessories for the Department of Public Works Motor Vehicle Fleet.

WHEREAS, the Department of Public Works currently has a 2007 Model Tri-axle dump truck, which has a badly worn and rusted dump body; and

WHEREAS, staff believes that it is in the best interest of the city to replace the dump body and add a slide-in salt spreader and liquid brine application system, thereby extending the useful life of the cab and chassis, rather than replacing the entire dump truck; and

WHEREAS, the replacement dump body will be mild steel; and

WHEREAS, the slide-in salt spreader and liquid brine application system will be constructed of stainless steel to assure a long life expectancy and resistance to salt related corrosion; and

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

WHEREAS, the new replacement dump body and slide-in salt spreader and liquid brine application system and related equipment (the "Replacement Dump Body and Accessories") are available from Monroe Truck Equipment of DePere, Wisconsin under the Sourcewell National Purchasing Plan; and

WHEREAS, staff anticipates that the current dump body will be scrapped upon receipt and installation of the Replacement Dump Body and Accessories.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Monroe Truck Equipment of DePere, Wisconsin for the purchase of the Replacement Dump Body and Accessories.

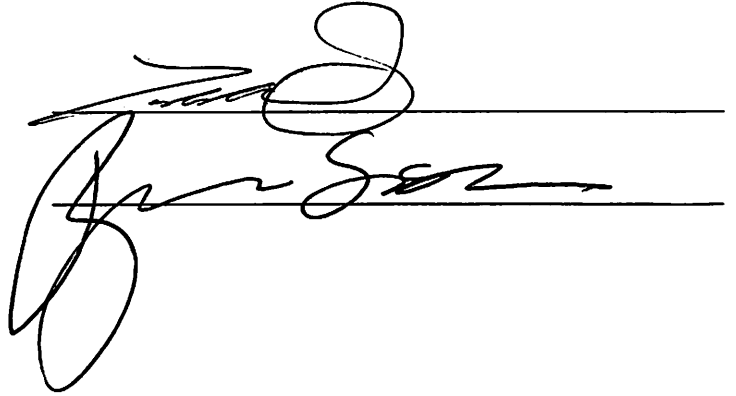
BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in Sourcewell Contract # 080114-MTE, a copy of which is available at sourcewell-mn.gov.

Public Works

BE IT FURTHER RESOLVED: That the appropriate city officials are hereby authorized to draw funds for the Replacement Dump Body and Accessories, in the amount of \$71,540.00 as follows:

\$35,770.00 Account No. 70136100-641100
(Motor Vehicle Fund - Motor Vehicles - Vehicles)

\$35,770.00 Account No. 47936100-641100
(2020 Capital Improvements Fund - Motor Vehicles - Vehicles)

A handwritten signature in black ink, appearing to be "John J. [unclear]", is written over two horizontal lines. The signature is stylized and cursive.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the Purchasing Agent to issue a purchase order for the purchase of a replacement dump truck body for an existing 2007 Model Tri-axle dump truck, including a new slide in salt spreader and brine distribution system and related accessories for the Department of Public Works Motor Vehicle Fleet.

REPORT PREPARED BY: Bernard R. Rammer-Purchasing Agent

REPORT DATE: February 17, 2020

MEETING DATE: February 25, 2020

FISCAL SUMMARY:

Budget Line Item: 47936100-641100
70136100-641100
Budget Summary: 2020 Capital
Improvements
2020 Motor Vehicle
Fund
Budget Expenditure: \$ 85,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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



BACKGROUND / ANALYSIS: The 2020 Capital Improvements Budget includes the purchase of a replacement dump body, slide in salt spreader, brine distribution system and related equipment to replace a badly rusted and worn unit on a Tri-Axle Dump Truck.

STAFF COMMENTS: The Motor Vehicle Division has determined that while the dump body to be replaced is in poor condition due to severe rust and general wear and tear, the chassis can be expected to provide several more years use. Monroe Truck Equipment of DePere is a contract holder with Sourcewell (Formerly NJPA) and the city is able to access national contract pricing without competitive bidding. The dump body will be constructed of mild steel and the slide in salt spreader to be purchased will be constructed of stainless steel and therefore will not rust. The purchase also includes

brine distribution equipment as well as traffic warning lighting. Once complete, the old worn out body is slated to be scrapped.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 170-19-20 authorizing the Purchasing Agent to issue a purchase order to Monroe Truck Equipment Inc. of DePere WI for the purchase of a replacement dump truck body for an existing 2007 Model Tri-axle dump truck, including a new slide in salt spreader and brine distribution system and related accessories for the Department of Public Works Motor Vehicle Fleet in the amount of \$ 71,540.00.

ATTACHMENTS:

- I. Res. No. 170-19-20

III

4.6

Res. No. 171 - 19 - 20. By Alderpersons Wolf and Sorenson.
February 17, 2020.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of two Half-ton rated Four Wheel Drive Pickup Trucks with standard two door cabs for the Department of Public Works Motor Vehicle Fleet.

WHEREAS, funding for the purchase of two Half-ton rated Four Wheel Drive Pickup Trucks equipped with standard two door cabs ("Vehicles") to replace two vehicles that are 16 and 19 years old respectively (the "Old Vehicles") is included in the 2020 Capital Improvements Plan; and

WHEREAS, due to the lead time, it will take several months from placing an order for the Vehicles to actually receive the Vehicles; and

WHEREAS, upon receipt of the Vehicles and their placement into service, the Old Vehicles will be offered for sale at public auction; and

WHEREAS, the proceeds from the sale of the Old Vehicles will be provided to the Director of Finance; and

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

WHEREAS, the State of Wisconsin has a number of cooperative purchasing agreements, which municipalities may use to take advantage of competitive, pre-negotiated prices; and

WHEREAS, having reviewed the State of Wisconsin's cooperative purchasing agreements for the purchase of vehicles, city staff believes, and the Council agrees that this is the best procurement method for this purchase.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Ewald Automotive Group of Oconomowoc, Wisconsin for the purchase of two Half-ton rated Four Wheel Drive Pickup Trucks with standard two-door cabs.

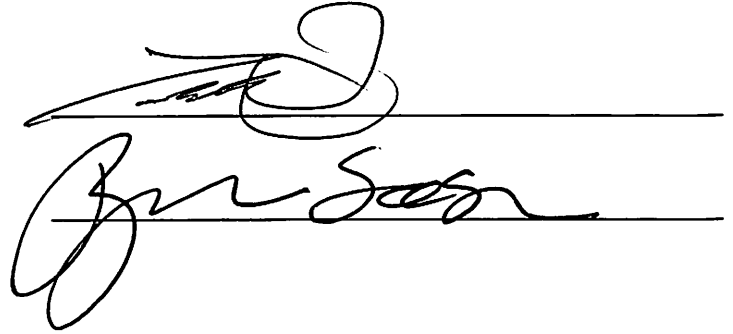
BE IT FURTHER RESOLVED: That the Council understands that these Purchase Orders will be subject to the terms and conditions set forth in the State of Wisconsin's cooperative purchase agreement (Contract Number 505ENT-M19-2019VEHICS-00), a copy of which is available at vendornet.wi.gov.

Public Works.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds for the purchase of the Vehicles and their associated license and title fees, in the amount of \$ 59,873.00, which includes license and title fees as follows:

\$29,936.50 Account No. 70136100-641100
(Motor Vehicle Fund - Motor Vehicles - Vehicles)

\$29,936.50 Account No. 47936100-641100
(2020 Capital Improvements Fund - Motor Vehicles - Vehicles)



A handwritten signature in black ink is written over two horizontal lines. The signature is cursive and appears to read "John J. [unclear]".

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the Purchasing Agent to issue a purchase order for the purchase of two Half-ton rated Four Wheel Drive Pickup Trucks with standard two door cabs for the Department of Public Works Motor Vehicle Fleet.

REPORT PREPARED BY: Bernard R. Rammer-Purchasing Agent

REPORT DATE: February 17, 2020

MEETING DATE: February 25, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 47936100-641100
70136100-641100
Budget Summary: 2020 Capital
Improvements
2020 Motor Vehicle
Fund
Budget Expenditure: \$ 65,000.00
Budgeted Revenue: N/A

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



BACKGROUND / ANALYSIS: The Motor Vehicle Division has included funding for the purchase of (2) full-size pickup trucks to replace older trucks that have surpassed their expected useful life. Both trucks will be four-wheel drive. Both will have a standard two door cab and will be the standard dark blue color.

STAFF COMMENTS: The trucks will be purchased utilizing the State of WI contract. Use of this contract also allows for the waiver of competitive bidding. The trucks to be replaced will be sold at auction with the proceeds returned to the Motor Vehicle Fund.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 171-19-20 authorizing the Purchasing Agent to issue a purchase order for the purchase of two Half-ton rated Four Wheel Drive Pickup Trucks with standard two door cabs from Ewald Automotive Group of Oconomowoc, WI for the Department of Public Works Motor Vehicle Fleet in the amount of \$ 59,873.00 including license and title fees.

ATTACHMENTS:

- I. Res. No. 171-19-20

III

Res. No. 174 - 19 - 20. By Alderpersons Wolf and Sorenson.
February 17, 2020.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of two Four Wheel Drive One-Ton rated dump trucks with standard two door cabs for the Department of Public Works Motor Vehicle Fleet.

WHEREAS, funding for two Four Wheel Drive One-Ton rated dump trucks with standard two door cabs ("New Vehicles") is included in the 2020 Capital Improvements Plan to replace two dump trucks that are 18 years old ("Old Vehicles"); and

WHEREAS, upon receipt of the New Vehicles, the Old Vehicles will be offered for sale at public auction; and

WHEREAS, the proceeds from the sale of the Old Vehicles will be provided to the Director of Finance; and

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

WHEREAS, one of the New Vehicles will have a stainless steel dump body, and be equipped with a snowplow, slide in salt spreader and brine distribution system; and

WHEREAS, one of the New Vehicles will have a mild steel chipper body, allowing it to be used as a wood chipper truck; and

WHEREAS, the chassis for the New Vehicles are available through the State of Wisconsin's cooperative purchasing agreements; and

WHEREAS, the dump bodies for the New Vehicles are available from Monroe Truck under the Sourcewell National Purchasing Plan.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Ewald Automotive Group of Oconomowoc, Wisconsin for the purchase of the chassis for the New Vehicles.

BE IT FURTHER RESOLVED: That the Council understands that the Purchase Orders regarding the chassis will be subject to the terms and conditions set forth in the State of Wisconsin's cooperative purchase agreement (Contract Number 505ENT-M19-2019VEHICS-00), a copy of which is available at vendornet.wi.gov.

BE IT FURTHER RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Monroe Truck for the purchase of the dump bodies for the New Vehicles.

Public works

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the Purchasing Agent to issue a purchase order for the purchase of two Four Wheel Drive One-Ton rated dump trucks with standard two door cabs for the Department of Public Works Motor Vehicle Fleet.

REPORT PREPARED BY: Bernard R. Rammer-Purchasing Agent

REPORT DATE: February 17, 2020

MEETING DATE: February 25, 2020

FISCAL SUMMARY:

Budget Line Item: 47936100-641100
70136100-641100
Budget Summary: 2020 Capital
Improvements
2020 Motor Vehicle
Fund
Budget Expenditure: \$ 117,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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



BACKGROUND / ANALYSIS: These vehicles will be purchased in two configurations, One will be equipped with a snowplow, central hydraulics system and a salt/sand spreader. The second will be equipped with a brush chipper collection body.

The vehicles will replace older vehicles that have exceeded their expected useful lifetime and will be used for hauling materials and plowing snow by the Parks and Forestry Division. The current trucks will be sold at auction with the proceeds returned to the Motor Vehicle Fund.

STAFF COMMENTS: The vehicles will be purchased using the State of Wisconsin Contract and therefore competitive bidding may be waived.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 174-19-20 authorizing the Purchasing Agent to issue a purchase order to Ewald

Chevrolet Buick GMC in Oconomowoc WI for the purchase of two Four Wheel Drive One-Ton rated dump trucks with standard two door cabs, including license and title, in the amount of \$ 121,449.00 for the Department of Public Works Motor Vehicle Fleet.

ATTACHMENTS:

- I. Res. No. 174-19-20

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the Purchasing Agent to issue a purchase order for the purchase of a new single axle dump truck, including snowplow, wing, slide in salt spreader and brine distribution system and related accessories for the Department of Public Works Motor Vehicle Fleet.

REPORT PREPARED BY: Bernard R. Rammer-Purchasing Agent

REPORT DATE: February 17, 2020

MEETING DATE: February 25, 2020

FISCAL SUMMARY:

Budget Line Item: 47936100-641100
70136100-641100
Budget Summary: 2020 Capital
Improvements
2020 Motor Vehicle
Fund
Budget Expenditure: \$ 235,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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



BACKGROUND / ANALYSIS: The 2020 Capital Improvements Budget includes the purchase of a replacement single axle dump truck equipped with main plow, wing plow, a slide-in spreader and brine application equipment on an equal cost-share basis with the Motor Vehicle Fund. This will replace a 2007 model truck that is worn and rusted and will be auctioned following receipt of the new truck.

STAFF COMMENTS: The Motor Vehicle Division has standardized with Freightliner for the heavy duty trucks and Monroe Truck Equipment of DePere, WI for dump bodies and snow removal equipment. Freightliner and Monroe Truck Equipment are contract holders with Sourcewell (Formerly NJPA) and the city is able to access national contract pricing without competitive bidding. Both the dump body and the slide in salt spreader to be purchased will be constructed of stainless steel and therefore will not rust. The purchase also includes brine distribution equipment as well as traffic warning lighting. Once complete, the old truck to be replaced is slated for sale at auction.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 175-19-20 authorizing the Purchasing Agent to issue a purchase order for the purchase of a new single axle dump truck, including snowplow, wing, slide in salt spreader and brine distribution system and related accessories for the Department of Public Works Motor Vehicle Fleet in the amount of \$228,347.50 from Truck Country Inc. of Oak Creek WI.

ATTACHMENTS:

- I. Res. No. 175-19-20

Res. No. 175 - 19 - 20. By Alderpersons Wolf and Sorenson.
February 17, 2020.

A RESOLUTION authorizing the Purchasing Agent to issue a Purchase Order for the purchase of a new single axle dump truck, including snowplow, wing, slide in salt spreader and brine distribution system and related accessories for the Department of Public Works Motor Vehicle Fleet.

WHEREAS, funding for a new, single axle dump truck is included in the 2020 Capital Improvements Plan; and

WHEREAS, upon receipt of the new, single axle dump truck, a 2007 model dump truck (the "Old Vehicle") will be offered for sale at public auction; and

WHEREAS, the proceeds from the sale of the Old Vehicle will be provided to the Director of Finance; and

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

WHEREAS, the new single axle dump truck (a 2020 Freightliner 114SD single axle dump truck, which includes a stainless steel dump body), snowplow, wing, slide in salt spreader and brine distribution system and related accessories (the "Dump Truck and Accessories") are available from Truck Country of Oak Creek, Wisconsin under the Sourcewell National Purchasing Plan.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Truck Country of Oak Creek, Wisconsin for the purchase of the Dump Truck and Accessories.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in Sourcewell Contract # 081716-NAF (regarding the Freightliner chassis) and Sourcewell Contract # 080114-MTE (regarding the snowplow, wing, slide in salt spreader and brine distribution system and related accessories), copies of which are available at sourcewell-mn.gov.

Public Works

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 176 - 19 - 20. By Alderpersons Wolf and Sorenson.
February 25, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the Department of the Army Right-of-Entry for Construction document related to construction repairs to the south breakwater.

RESOLVED: That Director of Public Works David Biebel is hereby authorized to execute the Department of the Army Right-of-Entry for Construction, a copy of which is attached hereto and incorporated herein, with City Clerk Meredith DeBruin executing the Certificate of Authority.

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

**DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR CONSTRUCTION**

Sheboygan, Wisconsin
Pier Repairs
(Project, Installation, or Activity)

Parcel: 59281300040
(Tract Number or Other Property Identification)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government, its agents and assigns an irrevocable right to enter upon the lands hereinafter described at any time from 01 September 2019 through 31 December 2023 in order to perform construction work of any nature.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. In the event that the Government does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. If the Government does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the owner's remainder caused by such damage.

The land affected by this right-of-entry is located in the County of Sheboygan, State of Wisconsin, and is described as follows: parcel 59281300040 located as shown in Exhibit "A"

WITNESSES MY HAND AND SEAL this _____ day of _____, 2020.

GRANTOR

Signature

Title

UNITED STATES OF AMERICA

By: _____
ANDREW M. SHELTON
Chief, Real Estate
Real Estate Contracting Officer

NOTE: THE CERTIFICATE OF AUTHORITY must be executed by an individual other than the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the
(someone other than the person signing the agreement)

_____ of the City of Sheboygan,
(my position of responsibility within the organization)

and that _____,

who signed the agreement on behalf of the City of Sheboygan,

was at the time of signature its _____,
(position held)

and that the person who executed the agreement on behalf the City of Sheboygan acted within his/her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification

this _____ day of _____, 2020.

(Name)

(Title)

Exhibit A



Parcel: 59281300040
Owner: City of Sheboygan, WI

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to execute the Department of the Army Right-of-Entry for Construction document related to construction repairs to the south breakwater.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: February 19, 2020

MEETING DATE: February 25, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Army Corps of Engineers is responsible for the South Breakwater structure in the Sheboygan Harbor and will be performing much needed repairs this year. This project has long been anticipated and will be a welcomed improvement. As a result, the Army Corps of Engineers is requesting an access agreement from the City of Sheboygan for staging of equipment and construction materials needed in the repair.

STAFF COMMENTS: The access will be at the end of South Pier Drive and the parking turn-around grass area immediately east of this area (see attached diagram). This Right-Of-Entry has already been approved. This revision is extending the dates of the prior agreement.

ACTION REQUESTED: Motion to recommend the Common Council approve Res. No. 176-19-20 A resolution authorizing the appropriate City officials to execute the Department of the Army Right-of-Entry for Construction document related to construction repairs to the south breakwater.

ATTACHMENTS:

- I. Res. No. 176-19-20
- II. Department of the Army Right-of-Entry for Construction
- III. Exhibit A

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Consideration of taking Parcel Number 59281471040 for non-park purposes.

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

REPORT DATE: February 20, 2020

MEETING DATE: February 25, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: Sec. 74-2

BACKGROUND / ANALYSIS: In 2008 the city dedicated 3.70 acres of undeveloped land as parkland along Moenning Road. Werner Homes, the developer of Stonebrook Crossing Addition No. 1 Subdivision, has made a request to develop the existing parkland as part of the new subdivision, and to create a new park closer to South Business Drive to be dedicated as part of the final plat approval. The new parkland would be 1.73 acres and Werner Homes would grade, seed, and service the park with water, electric and sanitary.

Section 74-2 of the Sheboygan Municipal Code declares that the taking of a park for non-park use-either public or private-is a serious matter. The first step is for the Board of Marina, Park, and Forestry Commissioners (“MPF”) to hold three public hearings. Then, the MPF may make a positive recommendation (which requires a ¾ vote) to the Public Works Committee that a park be taken for non-park use. The three public hearings have been held. This agenda item assumes that the Public Works Committee has received a positive recommendation as required by the Municipal Code.

In order to effectuate the use of this Parcel for non-park usage, a land swap will also occur.

STAFF COMMENTS: The third and final public hearing will be held during the MPF’s meeting on February 25, 2020. In an effort to have the clearest possible record of what has occurred, Staff has prepared the attached draft resolution, in the event that MPF makes a positive recommendation by the required ¾ vote. In the event that the required positive recommendation is not made at MPF, no action will be taken on this agenda item.

ACTION REQUESTED: Motion to approve the use of Parcel Number 59281471040 for non-park purposes, and to recommend the Common Council confirm this approval, approve the transfer of the Parcel to Werner Homes in exchange for new developed park land, and adopt a resolution that memorializes this process.

ATTACHMENTS:

- I. Draft Resolution
- II. Site Location Map
- III. Preliminary Site Plan
- IV. Benefits for transfer of land

Res. No. - 19 - 20 . By Alderperson Wolf.
February 25, 2020.

A RESOLUTION confirming the taking of Parcel Number 59281471040 for non-park use pursuant to Sheboygan Municipal Code § 74-2 and approving the deeding of Parcel Number 59281471040 to Werner Homes in exchange for new park land near South Business Drive.

WHEREAS, Sheboygan Municipal Code § 74-2 provides the process by which a park may be used for non-park use; and

WHEREAS, that process requires the board of marina, park, and forestry commissioners to hold three public hearings regarding whether or not a park should be taken for non-park use; and

WHEREAS, for a park to be taken for non-park use, the board of marina, park, and forestry commissioners must recommend to the public works committee by a three-fourths vote that the park be taken for a non-park use; and

WHEREAS, for a park to be taken for non-park use, the public works committee must approve the recommendation of the board of marina, park, and forestry commissioners; and

WHEREAS, for a park to be taken for non-park use, the common council must confirm the approval of the public works committee by a three-fourths vote; and

WHEREAS, Res. No. 155-08-09 dedicated Parcel Number 59281471040 (the "Land"), located on Moenning Road for park purposes; and

WHEREAS, the City of Sheboygan has received a request from Werner Homes, the developer of Stonebrook Crossing Addition No. 1 Subdivision to develop the Land as part of the new subdivision; and

WHEREAS, Werner Homes proposes to create a new proposed park within the Stonebrook Crossing Addition No. 1 Subdivision that is closer to South Business Drive to be dedicated as part of the final plat approval ("New Park"); and

WHEREAS, the location of the New Park is depicted on the map that is attached to this Resolution; and

WHEREAS, the New Park would have road access, be graded, be seeded with grass, and have access to water, sanitary sewer, natural gas and electricity (the "New Park Improvements"); and

WHEREAS, the New Park Improvements would be done at Werner Homes's expense; and

WHEREAS, the board of marina, park, and forestry commissioners held public hearings regarding the use of the Land for non-park purposes on February 4,

2020, February 19, 2020, and February 25, 2020; and

WHEREAS, after considering the comments made at the public hearings and other feedback regarding the use of the Land for non-park purposes, on February 25, 2020, the board of marina, park, and forestry commissioners recommended to the public works committee, by a three-fourths vote, that the Land be taken for a non-park use; and

WHEREAS, the public works committee considered the recommendation of the board of marina, park, and forestry commissioners, and approved the use of the Land for non-park purposes.

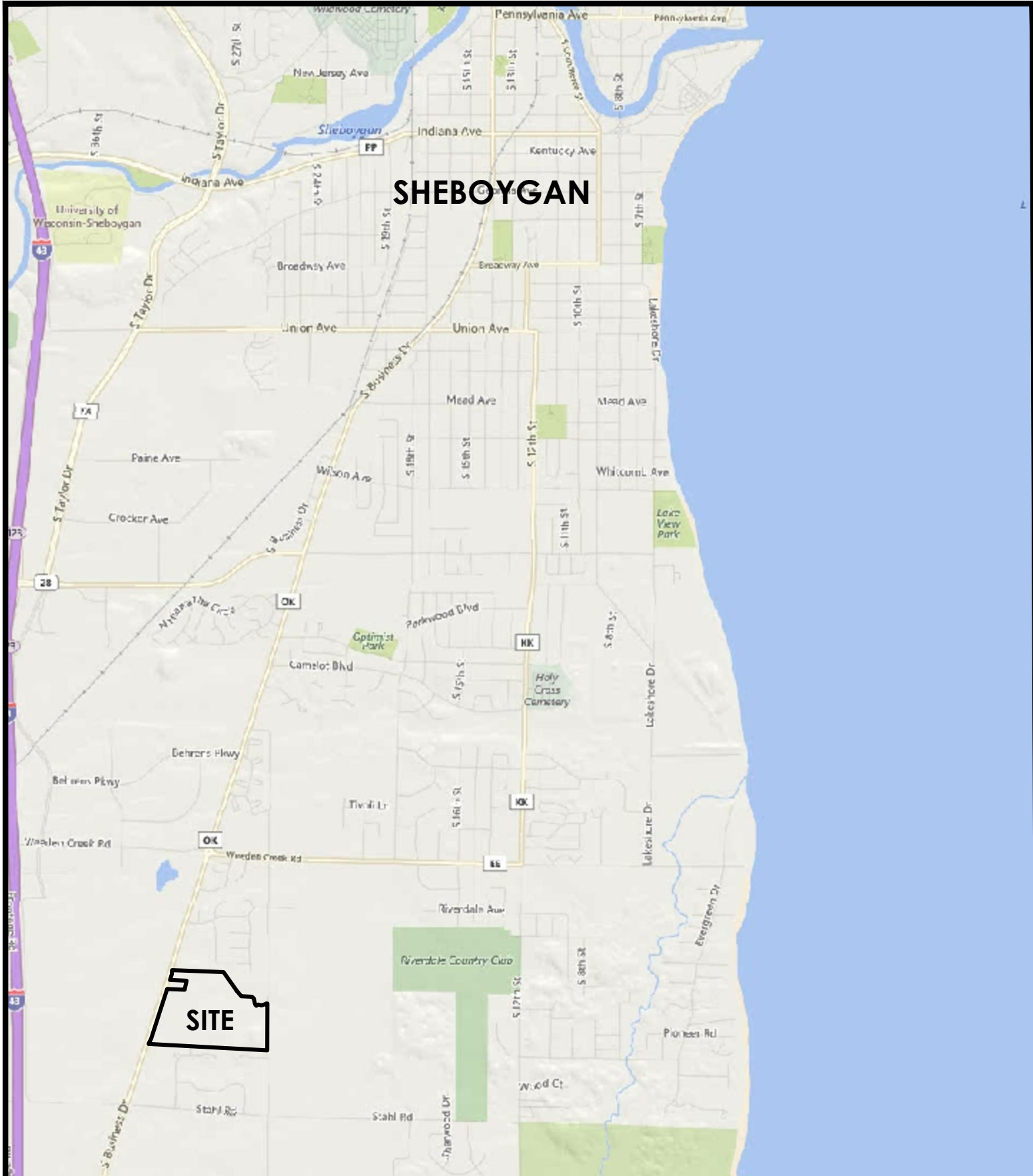
NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan confirms, by three-fourths vote, the approval of the public works committee that the Land be taken for a non-park use.

BE IT FURTHER RESOLVED: That the appropriate City Officials are authorized to execute the documents necessary to deed the Land to Werner Homes in exchange for the New Park, and to require Werner Homes to execute any documents deemed necessary by the City Attorney to ensure Werner Homes completes the New Park Improvements.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



SHEBOYGAN

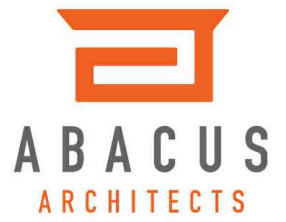
SITE

January 13, 2020
Location Map
 Sheboygan, WI



SCALE: 1" = 2,640'

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Preliminary Plat of Stonebrook Crossing Addition No. 1

Part of the NE 1/4 and NW 1/4 of the SE 1/4 and part of the SE 1/4 and SW 1/4 of the NE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Gross Area of Subdivision
2,959,926 Sq. Ft.
(67,951 Acres)

Lot Phasing:

- Phase 1 - Lots 14-59, Outlots 1-2, Park
- Phase 2 - Lot 60-110
- Phase 3 - Lots 111-136
- Phase 4 - Lots 137-148

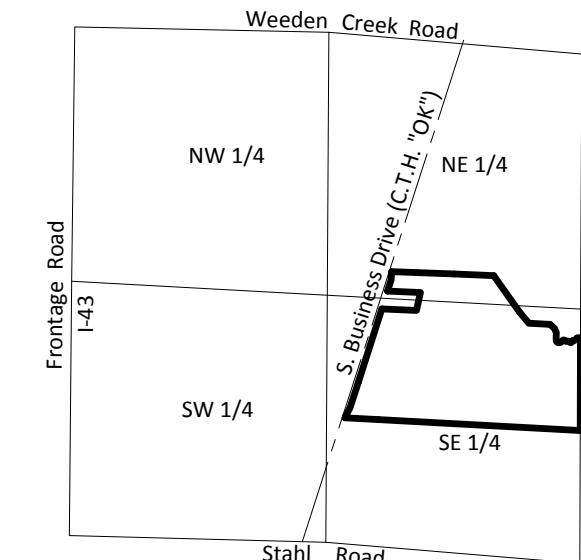
Note: Lots 1-13 are in Stonebrook Crossing

East Quarter corner
Sec. 9-14-23
MAG nail found
156,141.73
211,637.59
(Sheboygan County Coordinates)

unplatted lands
existing A-1 zoning
David L. Gartman LLC
5509 Moening Rd.
Sheboygan, WI 53081-8510

Location Sketch

Sec. 9, T. 14 N., R. 23 E.
Scale: 1" = 2000'



David L. Gartman LLC
5509 Moening Rd.
Sheboygan, WI 53081-8510

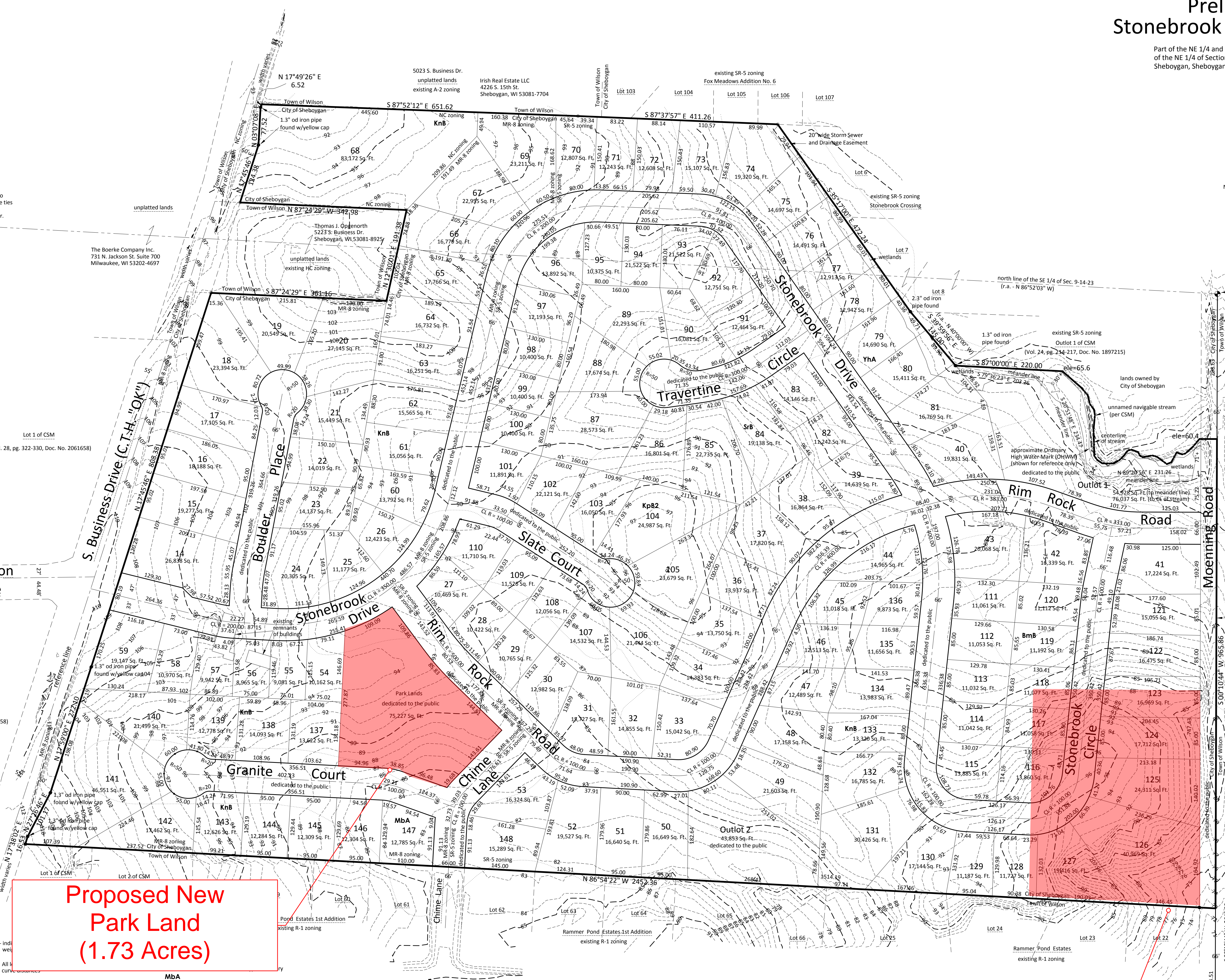
unplatted lands
existing A-1 zoning

Owner/Subdivider
Lee Realty of Sheboygan, Inc.
4539 S. Taylor Dr.
Sheboygan, WI 53081-8978

Engineer
Joel Van Ess
Abacus Architects, Inc.
1135A Michigan Ave.
Sheboygan, WI 53081

Surveyor
David J. Leininger
Homeland Surveying, LLC
2079 Cold Springs Rd.
Saukville, WI 53080

Southeast corner
Sec. 9-14-23
PK nail found
153,492.67
213,629.33
(Sheboygan County Coordinates)



**Proposed New
Park Land
(1.73 Acres)**

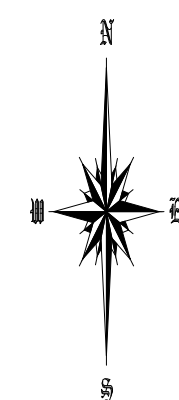
**Current Dedicated
Park Land
(3.70 Acres)**

Center of Section:
not been set according to
dossier sheet. Reference ties
are missing.
Notified County Surveyor.

The Boerke Company Inc.
731 N. Jackson St. Suite 700
Milwaukee, WI 53202-4697

Horizon
Drive

Lot 3 of CSM
(Vol. 28, pg. 322-330, Doc. No. 2061658)



Bearings are referenced to the Wisconsin County
Coordinate System, Sheboygan County. The east line of
the SE 1/4 of Sec. 9-14-23 has a bearing of S 0°0'10.44" W.

Scale in feet
1" = 100'

- indicates a 1.3" od iron pipe found unless otherwise noted.
- indicates a 1.25" x 18" rebar weighing 4.17 lbs./ft. set.

Any land below the ordinary high water mark of a lake
or navigable stream is subject to the public trust in
navigable waters that is established under article IX,
section 1, of the state constitution.

Objecting Authorities:

Department of Administration

Approving Authorities:

City of Sheboygan
Sheboygan County Planning and Resource Department

Wetlands was delineated and located by Evergreen Consultants on Oct 07, 2019.
The topography was supplied by Abacus Architects which was done in 2019.
The topographic elevation datum is based on City datum per Abacus Architects.
The water elevation is based on topography done in 2005.
All zoning districts shown within proposed subdivision is proposed zoning.



City benefits from transfer of Parkland

- The current parkland usability is limited:
 - It is 100% wooded with no walking trails and many fallen trees.
 - Several of the trees are ash and there would be a significant removal cost.
 - Elevations are varied and would be a challenge developing usable active areas (playground, open green space, walkways, etc.) Much of the parcel would not be usable as a park.
 - No access of dedicated parking; Moenning Road does not allow for street parking.
 - It is not currently reflected in the city's park map and has no signage or official name.
- Proposed parkland allows for usability:
 - Centrally located with road access, flat grade, with water, electric and sanitary serviced to the site.
 - Would allow for a neighborhood park for subdivision residents with future playground equipment and open green space that is appropriately sized for economical maintenance.
 - Closest recreational areas with playgrounds are Jackson School and Schinker Creek Park (Lake Aire Subdivision); neither are pedestrian or bicycle friendly for children to get from proposed subdivision.
 - Target market of new subdivision is emphasized towards families with school age children.
 - The full development of the subdivision will generate over \$75,000 in park impact fees used to develop the park and other parks around the city.