

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the emergency repair of an underground electrical feeder and related equipment at the Eighth Street Draw Bridge.

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

REPORT DATE: December 4, 2019

MEETING DATE: December 10, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 47833170-631100
Budget Summary: Capital
Improvements –
Bridges –
Improvements Other
Than Buildings
Budget Expenditure: \$92,580.00
Budgeted Revenue: N/A

Wisconsin Statutes: § 62.15(1),
§ 62.15(1b)
Municipal Code: N/A

BACKGROUND / ANALYSIS: The Eighth Street Draw Bridge requires an emergency repair of an underground electrical feeder and related equipment that feeds the east Hydraulic Power Unit. Failure to make the repair and replace equipment could result in further damage to the bridge’s operating system rendering the bridge inoperable.

STAFF COMMENTS: This is an unexpected malfunction which requires immediate attention to keep the bridge operational. The city has previously contracted with Pieper Electric for emergency bridge repairs on the west underground electrical feeder and related equipment and now requires additional repairs to the east underground electrical feeder and related equipment. Staff is requesting to enter into contract for this repair quoted at \$92,580.00 with Pieper Electric.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 131-18-19 authorizing the emergency repair of an underground electrical feeder and related equipment at the Eight Street Draw Bridge.

ATTACHMENTS:

- I. Res. No.131-19-20
- II. Pieper Quote

III

3.14

Res. No. 131 - 19 - 20. By Alderpersons Wolf and Sorenson.
December 2, 2019.

A RESOLUTION authorizing the emergency repair of an underground electrical feeder and related equipment at the Eighth Street Draw Bridge.

WHEREAS, while in the process of addressing the underground electrical feeder and related equipment at the Eighth Street Draw Bridge that feeds the west Hydraulic Power Unit, the City's contractor for that work - Pieper Electric, Inc. - determined that the underground electrical feeder had also failed between Alliant Energy's transformer and the main electrical panel that feeds the east Hydraulic Power Unit; and

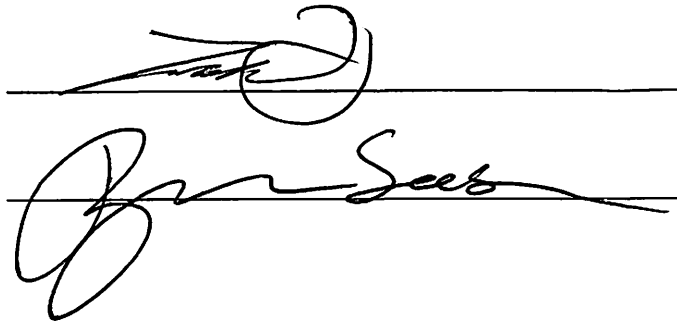
WHEREAS, failure to repair this underground electrical feeder could result in further damage to the bridge's operating system, which would render the bridge inoperable; and

WHEREAS, while the necessary work constitutes public construction, as used in Wis. Stat. § 62.15(1), that would ordinarily require taking and receiving bids, because the failure of this underground feeder endangers the public welfare, Wis. Stat. § 62.15(1b) provides that public bidding is not necessary in order to promptly address the emergency created by this failure of the electrical feeder.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Pieper Electric, Inc. in substantially similar form to that attached, for repair of the underground feeder at the Eighth Street Draw Bridge.

Public Works

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$92,580.00 from Account No. 47833170-631100 (Bridges - Contracted Services) pursuant to the contract.



The image shows two handwritten signatures on horizontal lines. The top signature is a stylized, cursive signature that appears to be 'Mark D'. The bottom signature is a more legible cursive signature that appears to be 'Ben Seeb'.

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



PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947

11-20-19

City of Sheboygan
Attention: Michael Willmas
2026 New Jersey Ave.
Sheboygan, WI 53081

Re: 8th Street Bridge Repair
Estimate #: 2146-MR-211b(4)

Michael,

We will provide the labor, material, tools and supervision to provide the following:

- Remove 1200 amp underground feeders from the CT cabinet to the MCC in the bridge hydraulic room. (East MCC and feeders)
- Excavate roadway at bridge abutment wall.
- Repair or replace 4" rigid conduits as necessary.
- Install new 4" expansion couplings under bridge.
- Install new 600 MCM, THHN feeders. (per NEC 2017 requirements)
- Install new concrete roadway where excavated.
- Terminate and test all equipment.

Budget price for replacing the East feeders... ..\$92,580.00

Proposal Notes:

- If applicable, taxes have not been included in the pricing above.
- Price includes all work already completed.
- Roadway excavation and repairs have an included allowance of \$20,000.00
- Traffic control by others.
- Any additional scope of work items beyond this proposal will incur additional costs.
- Price based on using the city's boat and operator for under bridge repairs.
- Actual work performed will be on a straight time basis.
- *Payment is to be made based on NET 30 days.*
- *If work is not completed by May 31st 2020, the remaining labor to complete this project will increase by 3%.*
- Pieper Electric, Inc. shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
- Due to the volatility of the metals market, we reserve the right to re-quote material pricing beyond 30 days of this quote.
- Price does not include permit fee.
- Project will be invoiced at a Time and Material basis. Any pricing discussed or stated is a budgetary estimate only.

We thank you for giving us the opportunity of estimating this work, and should there be any questions, please do not hesitate to contact me at 414-522-6208.



PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947

Sincerely,

Mark Rautanen
Mark Rautanen
Pieper Electric, Inc.

NOTE: This proposal valid for 30 days,
negotiable thereafter.

Date Accepted: _____

By: _____



PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947

TERMS AND CONDITIONS OF SALE

1. LIEN NOTICE. As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender. If any, Seller agrees to co-operate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

2. ENTIRE AGREEMENT. This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer ordering such Goods ("Buyer"). It expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.

3. PROPOSAL. Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all work described in the Proposal unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.

4. CONSTRUCTION MATERIALS. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.

5. ACCESS TO WORK AND SITE. Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.

6. INSURANCE. Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss, expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.

7. ENVIRONMENTAL HAZARDS. Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.

8. SITE CONDITIONS. Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.

9. PAYMENT. Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Seller shall furnish lien waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.

10. JOB SIGN. Buyer agrees to allow Seller to display a construction sign at the Project Site.

11. CHANGES. No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.

12. WORK STOPPAGE. Should work be stopped by any public authority or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of that date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.

13. DELAY. Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contractors) or governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control. Any such delay shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.

14. DISPUTES. These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venued in Milwaukee County Circuit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.

15. WARRANTY. Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorneys' fees arising from work not done by Seller's own workforce.

16. CONFLICTS/INCONSISTENCIES. If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.

17. ASBESTOS AND TOXIC MATERIALS. This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

18. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE. Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.

19. IMPAIRMENT OF CREDIT. If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt arising hereunder to Seller on time, or if Seller in good faith doubts the ability of Buyer to pay, Seller may, at its option, either (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis plus all lost profit or (b) discontinue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.

20. HOLD HARMLESS. Seller will hold harmless and defend Buyer against any claims brought by a third party for damages or losses arising out of Seller's performance of work under this contract provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under its contract. This provision is null and void if the Buyer fails to perform any of its obligations under its contract. Seller shall have the sole right to manage the defense of the claim or resolve the claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.

21. WORKING HOURS. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays, will result in an extra charge to Buyer.

22. GENERAL EXCLUSIONS. Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to execute a Memorandum of Understanding with the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. (“MPA”) regarding the terms and conditions of the City’s financial support of the MPA from January 1, 2020 through December 31, 2024.

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

REPORT DATE: December 3, 2019

MEETING DATE: December 10, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budget Expenditure: \$65,500
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: MPA and the City have engaged in extensive collaboration in the operation and programming activities of Maywood Environmental Park (“Maywood”) since Maywood was established over 30 years ago. One way that the City has supported the MPA is with financial support to aid in paying costs associated with the Maywood Park Director position.

STAFF COMMENTS: This proposed MOU is an update to the current 2015 MOU. The Department of Public Works is in full support of MPA’s mission and this MOU.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 132-19-20 authorizing the appropriate City officials to execute a Memorandum of Understanding with the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. (“MPA”) regarding the terms and conditions of the City’s financial support of the MPA from January 1, 2020 through December 31, 2024.

ATTACHMENTS:

- I. Res. No. 132-19-20
- II. Memorandum of Understanding between Ellwood H. May Environmental Park Association of Sheboygan County, Inc. (“MPA”) and City of Sheboygan

III

3.15

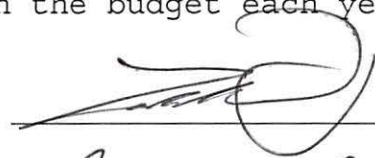
Res. No. 132 - 19 - 20. By Alderpersons Wolf and Sorenson. December 2, 2019.

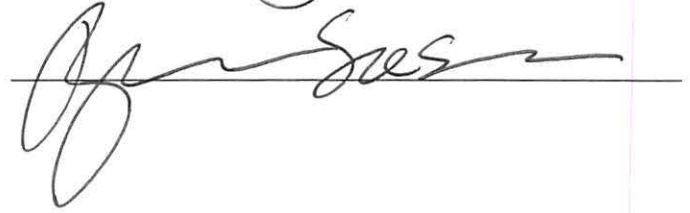
A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. ("MPA") regarding the terms and conditions of the City's financial support of the MPA from January 1, 2020 through December 31, 2024.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Memorandum of Understanding between the City of Sheboygan and Ellwood H. May Environmental Park Association of Sheboygan County, Inc., a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds pursuant to the amounts set forth in the Memorandum of Understanding from the Maywood - Contributions Acct. No. 10153110-590100 to the extent monies are appropriated in the budget each year.

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

Memorandum of Understanding

Between

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

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. (“MPA”) and the City of Sheboygan (“City”) regarding the City’s financial support of the MPA.

Background

MPA and the City have engaged in extensive collaboration in the operation and programming activities of Maywood Environmental Park (“Maywood”) since Maywood was established over 30 years ago. The City supports MPA’s mission: “Fostering environmental stewardship through educational and outdoor experiences designed to connect our community with the natural world.” One way that the City has supported the MPA is with financial support to aid in paying costs associated with the Maywood Park Director position.

Purpose

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

NOW THEREFORE, the City and MPA agree as follows:

Section 1

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

- a) MPA acknowledges that Maywood is a public City park and will continue to stay open free of charge to the public between the hours of 4 a.m. and 10 p.m., or as otherwise established by the Common Council of the City.
- b) MPA agrees and understands that changes to land or facilities will first need the approval of the City.
- c) MPA has established the position of Park Director for Maywood, and will keep that position in place for the duration of this Agreement.
- d) The City agrees to contribute funding towards the salary of Maywood’s Park Director position, as well as continue funding for upkeep of park facilities, maintenance, utilities and land management that would be considered normal annual City budgeted expenses for Maywood as a City park as follows, each of which is subject to Council approval in the City budget on an annual basis:

- (1) The City agrees to provide MPA funding at the beginning of each calendar year in the amount of \$65,500.00 towards the salary for the Maywood Park Director.
 - (2) The Superintendent of Parks and Forestry agrees to seek a five percent (5%) increase in the annual funding provided to the MPA (to \$68,775) for years 2021 – 2022 and an additional five percent increase in the annual funding provided to the MPA (to \$72,213.75) for years 2023 – 2024. The actual amount provided to MPA will be determined yearly by the approved city budget.
 - (3) During the term of this Agreement, the City will provide the following services, equipment and supplies:
 - a. The City will pay for utilities at Maywood, including natural gas, electricity, telephone, internet, garbage collection, dumpster and sewer.
 - b. The City will provide restroom supplies of toilet paper, hand towels, cleaning supplies, soap, and garbage containers and liners.
 - c. The City will provide snow removal, lawn care, driveway maintenance, tree care, and signage.
 - d. The City will maintain the building and its structural integrity, including its heating, air conditioning, plumbing, electrical, and elevator. Additionally, the City will ensure elevator and fire extinguisher inspections occur on an appropriate schedule. The City will also provide water softener and salt service, and internal and exterior repairs.
 - (4) In the event that the City does not appropriate sufficient funds to meet its obligations under this Agreement, the City may terminate this MOU, and no penalty shall be imposed against the City.
- e) The point of contact for the Maywood Park Director with the City will be the City’s Superintendent of Parks and Forestry.
- f) The parties agree that MPA will be expected to continue providing youth and school education programs during the school year and summer camp programs. Other expectations of the parties for the MPA Maywood Park Director position include, but are not limited to:
- (1) Developing and maintaining positive working relationships with community educational leaders;
 - (2) Updating and developing the Maywood Master Plan, including facilities, plantings, trail design, and signage;
 - (3) Submitting the Maywood Master Plan to the City’s Marina, Parks, and Forestry Commission for their review and approval;
 - (4) Enthusiastically promoting Maywood throughout the community and promoting the City as a partner;
 - (5) Enforcing all safety standards as set forth by federal, state, and municipal laws; and
 - (6) Assuring compliance with all City ordinances.
 - (7) Attend and provide a Maywood Director’s report at designated meetings of the City’s Board of Marina, Park, and Forestry Commissioners.
- g) Use of City caretaker employee will be under the direction of the Director of Public Works and the Superintendent of Parks and Forestry.

- h) MPA is expected to ensure the necessary janitorial responsibilities at Maywood are completed.

Section 2

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

Section 3

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

Section 4

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

Section 5

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives and will remain in effect until December 31, 2024 (the "Term") unless modified or terminated by the parties by mutual agreement or terminated by the City due to non-appropriation of the necessary funds to fulfill the City's obligations. If not earlier terminated as provided in Section 6 below, unless either party gives notice in writing to the other at least ninety (90) days prior to the end of the Term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2025.

Section 6

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

Section 7

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such

other address as either party may give notice of from time to time in accordance with this section. For purposes of this Section, the City's address is:

City Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Delivery shall be deemed effective upon personal delivery or deposit in the United States mail. Nothing in this Section shall prevent normal communications between the City and Maywood.

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

CITY OF SHEBOYGAN:

Mayor

Date

City Clerk

Date

Director of Public Works

Date

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

Date

Date

Date