

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance placing a stop sign at the southwest corner of Stahl Road and County Trunk Highway OK.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 15, 2019

MEETING DATE: July 23, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: In April of 2018, the City of Sheboygan started the construction of the SouthPointe Enterprise Industrial Park. In the next several weeks all road work, grading and utility construction will be completed. Since this work is nearing completion now is the time to place all permanent traffic control.

STAFF COMMENTS: As part of the permanent traffic control for the SouthPointe Industrial Park a General Ordinance for a stop sign requiring eastbound traffic to stop on Stahl Road at the intersection of Stahl Road and County Trunk Highway OK is needed.

ACTION REQUESTED: Motion to recommend the Common Council adopt G. O. No. 6-19-20 placing a stop sign at the southwest corner of Stahl Road and County Trunk Highway OK.

ATTACHMENTS:

- I. G.O. No. 6-19-20

~~X~~

6.2

Gen. Ord. No. 6 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

AN ORDINANCE placing a stop sign at the southwest corner of Stahl Road and County Trunk Highway OK.

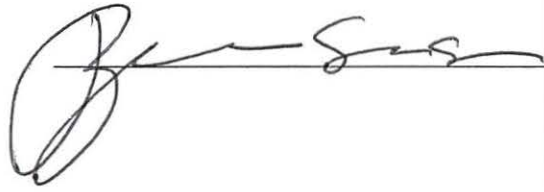
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound traffic to stop on Stahl Road at the intersection of Stahl Road and County Trunk Highway OK.

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

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Public Works



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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

X

63

Gen. Ord. No. 7 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

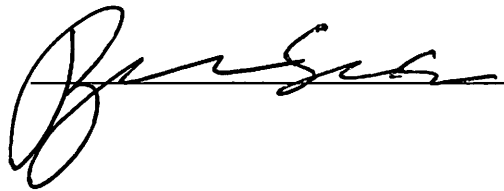
AN ORDINANCE placing a four way stop sign at the intersection of Stahl Road and South Taylor Drive.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring all traffic to stop at the intersection of Stahl Road and South Taylor Drive.

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

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance placing a four way stop sign at the intersection of Stahl Road and South Taylor Drive.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 15, 2019

MEETING DATE: July 23, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: In April of 2018, the City of Sheboygan started the construction of the SouthPointe Enterprise Industrial Park. In the next several weeks all road work, grading and utility construction will be completed. Since this work is nearing completion now is the time to place all permanent traffic control.

STAFF COMMENTS: As part of the permanent traffic control for the SouthPointe Enterprise Industrial Park a General Ordinance for a four way stop sign requiring all traffic to stop at the intersection of Stahl Road and South Taylor Drive is needed.

ACTION REQUESTED: Motion to recommend the Common Council adopt G. O. No. 7-19-20 placing a four way stop sign at the intersection of Stahl Road and South Taylor Drive.

ATTACHMENTS:

- I. G. O. No. 7-19-20

~~X~~

6.6

Gen. Ord. No. 10 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

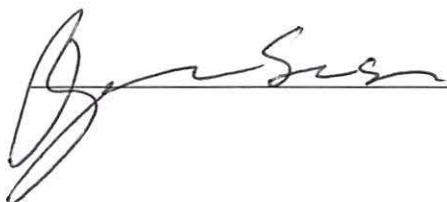
AN ORDINANCE placing a stop sign at the southwest corner of SouthPointe Drive and County Trunk Highway OK.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound traffic on SouthPointe Drive to stop at the intersection of SouthPointe Drive and County Trunk Highway OK.

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

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



Public Works

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance placing a stop sign at the southwest corner of SouthPointe Drive and County Trunk Highway OK.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 15, 2019

MEETING DATE: July 23, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: In April of 2018, the City of Sheboygan started the construction of the SouthPointe Enterprise Industrial Park. In the next several weeks all road work, grading and utility construction will be completed. Since this work is nearing completion now is the time to place all permanent traffic control.

STAFF COMMENTS: As part of the permanent traffic control for the SouthPointe Industrial Park a General Ordinance for a stop sign requiring eastbound traffic on SouthPointe Drive to stop at the intersection of SouthPointe Drive and County Trunk Highway Ok is needed.

ACTION REQUESTED: Motion to recommend the Common Council adopt G. O. No. 10-19-20 placing a stop sign at the southwest corner of SouthPointe Drive and County Trunk Highway OK.

ATTACHMENTS:

- I. G. O. No. 10-19-20

~~X~~

6.7

Gen. Ord. No. 11 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

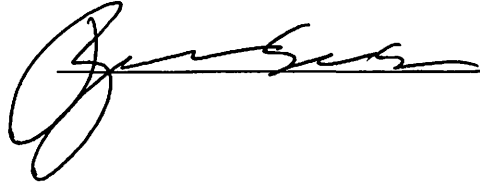
AN ORDINANCE placing a stop sign at the southwest corner of Horizon Drive and County Trunk Highway OK.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound traffic on Horizon Drive to stop at the intersection of Horizon Drive and County Trunk Highway OK.

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

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



Public Works

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance placing a stop sign at the southwest corner of Horizon Drive and County Trunk Highway OK.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 15, 2019

MEETING DATE: July 23, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: In April of 2018, the City of Sheboygan started the construction of the SouthPointe Enterprise Industrial Park. In the next several weeks all road work, grading and utility construction will be completed. Since this work is nearing completion now is the time to place all permanent traffic control.

STAFF COMMENTS: As part of the permanent traffic control for the SouthPointe Industrial Park a General Ordinance for a stop sign requiring eastbound traffic on Horizon Drive to stop at the intersection of Horizon Drive and County Trunk Highway OK is needed.

ACTION REQUESTED: Motion to recommend the Common Council adopt G. O. No. 11-19-20 placing a stop sign at the southwest corner of Horizon Drive and County Trunk Highway OK.

ATTACHMENTS:

- I. G. O. No. 11-19-20.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance placing a stop sign at the northeast corner of Horizon Drive and South Taylor Drive.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 15, 2019

MEETING DATE: July 23, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: In April of 2018, the City of Sheboygan started the construction of the SouthPointe Enterprise Industrial Park. In the next several weeks all road work, grading and utility construction will be completed. Since this work is nearing completion now is the time to place all permanent traffic control.

STAFF COMMENTS: As part of the permanent traffic control for the SouthPointe Industrial Park a General Ordinance for a stop sign requiring westbound traffic on Horizon Drive to stop at the intersection of Horizon Drive and South Taylor Drive is needed.

ACTION REQUESTED: Motion to recommend the Common Council adopt G. O. No. 12-19-20 placing a stop sign at the northeast corner of Horizon Drive and South Taylor Drive.

ATTACHMENTS:

- I. G. O. No. 12-19-20

~~X~~

68

Gen. Ord. No. 12 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

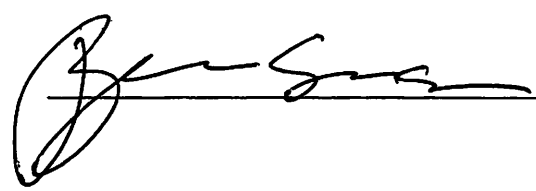
AN ORDINANCE placing a stop sign at the northeast corner of Horizon Drive and South Taylor Drive.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring westbound traffic on Horizon Drive to stop at the intersection of Horizon Drive and South Taylor Drive.

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

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance creating a no parking zone on the east side of North 6th Street from the south curb line of New York Avenue to 90' south of the south curb line of New York Avenue.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 15, 2019

MEETING DATE: July 23, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

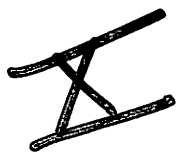
BACKGROUND / ANALYSIS: In 2018 Sheboygan County built a pedestrian drop off area/handicap parking for servicing vehicles to and from their Courthouse located at 615 North 6th Street (intersection of North 6th Street and New York Avenue).

STAFF COMMENTS: As part of the of the new drop off area for the Sheboygan County Courthouse several parking stalls on North 6th street on the eastside of the road need to be eliminated so vehicles exiting this facility has adequate sight distance from vehicles traveling northbound and southbound on North 6th Street.

ACTION REQUESTED: Motion to recommend Common Council adopt G. O. No. 8-19-20 creating a no parking zone on the east side of North 6th Street from the south curb line of New York Avenue to 90' south of the south curb line of New York Avenue.

ATTACHMENTS:

- I. G. O. No. 8-19-20



64

Gen. Ord. No. 8 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

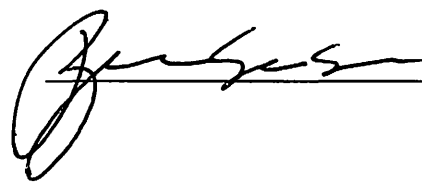
AN ORDINANCE creating a no parking zone on the east side of North 6th Street from the south curb line of New York Avenue to 90' south of the south curb line of New York Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the east side of North 6th Street from the south curb line of New York Avenue to 90' south of the south curb line of New York Avenue is hereby added to the list of locations where parking is not permitted.

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

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

6.5

Gen. Ord. No. 9 - 19 - 20. By Alderpersons Wolf and Sorenson.
July 15, 2019.

AN ORDINANCE creating a no parking zone on the west side of S. 18th Street south of Fox Hill Road.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of S. 18th Street from 315 feet south of the south curb line of Fox Hill Road to 465 feet south of the south curb line of Fox Hill Road is hereby added to the list of locations where parking is not permitted.

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

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Ben Sorenson

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance creating a no parking zone on the west side of South 18th Street south of Fox Hill Road.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 15, 2019

MEETING DATE: July 23, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: In the spring of 2019 Sheboygan County, through the Non-Motorized Program, built a bike/pedestrian trail along with a parking lot in the Alliant Energy Utility corridor on the south side of Sheboygan between South 18th Street and South Business Drive.

STAFF COMMENTS: As part of the of the new bike/pedestrian trail several parking stalls on South 18th Street on the west side of the road need to be eliminated so bikes/pedestrians exiting this trail and vehicles exiting the parking lot has adequate sight distance from vehicles traveling northbound and southbound on South 18th Street.

ACTION REQUESTED: Motion to recommend Common Council adopt G. O. No. 9-19-20 creating a no parking zone on the west side of South 18th Street south of Fox Hill Road.

ATTACHMENTS:

- I. G. O. No. 9-19-20

Res. No. 57 - 19 - 20. By Alderpersons Wolf and Sorenson. July 15, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Rebuild-it Service Group to purchase and install a rebuilt clarifier drive at the Wastewater Treatment Facility.

WHEREAS, Primary Clarifier #2 is an important component of the Wastewater Treatment Facility and, due to age and other factors, the drive unit is at the end of its life; and

WHEREAS, the replacement of the drive unit is planned as part of the 2019 Capital Improvements Plan; and

WHEREAS, Staff proposes to replace the current drive with a rebuilt OEM drive and, in conjunction with this work, to refurbish the scum (floating debris and grease) collection system (the "Project"); and

WHEREAS, because this Project does not constitute public construction as that term is used in the Wisconsin Statutes, neither state law nor the City's Procurement Policy require bidding for this Project; and

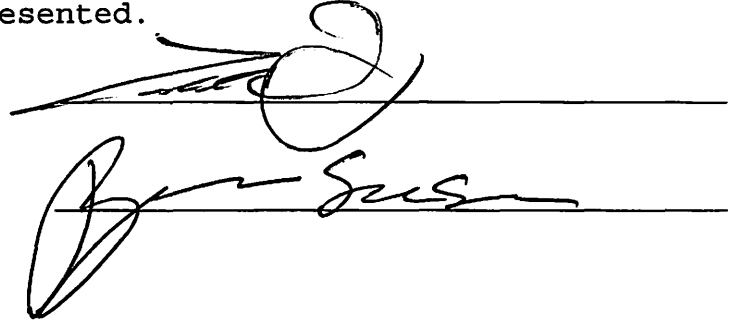
WHEREAS, based on Staff's experience, expertise, and recommendation, contracting with Rebuilt-it Service Group for the Project is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Rebuild-it Service Group for the Project in the amount of \$99,714.00 and are authorized to draw funds from the following account:

Improvements Other Than Buildings	60138300-63110	\$99,714.00
-----------------------------------	----------------	-------------

Public Works

BE IT FURTHER RESOLVED: That the Council recognizes that this is not the only expense that will be incurred to complete the Project. The Council will, to the extent needed, consider subsequent contracts related to the Project, which may include concrete repair, cleaning and painting, and a jet sludge line, as they are presented.



The image shows two handwritten signatures on horizontal lines. The top signature is a stylized, cursive name that appears to be 'John J. ...'. The bottom signature is also cursive and appears to be 'John J. ...'.

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
REBUILD-IT SERVICES GROUP, LLC**

**REGARDING THE INSTALLATION OF A CLARIFIER DRIVE AND SKIMMING
MECHANISM / SCUM BOX AT THE WASTEWATER TREATMENT PLANT**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2019 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Rebuild-it Services Group, LLC (“Contractor”).

WITNESSETH:

WHEREAS, the City has determined that the drive unit of Primary Clarifier #2 at the Wastewater Treatment Plant is in need of replacement; and

WHEREAS, while the drive unit is being replaced, there is an opportunity to install a new skimming mechanism/scum box; and

WHEREAS, Contractor is willing and able to provide the City with the necessary parts and services in order to replace the drive unit and to install the new skimming mechanism/scum box, pursuant to the terms set forth in this Agreement.

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

Article 1. Scope of Services

Contractor shall provide all services, materials, labor, and tools necessary to: (1) replace the current C54 Drive Unit on Primary Clarifier #2 with a refurbished C54 drive unit and (2) install a skimming mechanism/scum box (collectively the “Project”). The Project shall be done pursuant to Contractor’s Proposal No. Q122065-C. The Scope of Work and Pricing for Proposal No. Q122065-C (pages 1-5) is attached to this Agreement as Exhibit A.

The Pricing and Payment Terms, Warranty & Terms and Conditions, and Terms and Conditions from Proposal No. Q122065-C are explicitly not incorporated into this Agreement. The operative Pricing, Payment, Warranty, and other Terms and Conditions are found in this Agreement.

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

Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Project in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all aspects of the Project not meeting the Standard of Care.

Contractor shall be responsible to repair any damage incurred during the Project.

Article 3. Warranty

Contractor warrants all new parts and equipment sold or rebuilt by Contractor to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by Contractor, any part or parts returned to it which Contractor’s examination shall show to have failed under normal use and service by the City within the earlier of: (1) two years following Final Acceptance of the Project and (2) two years and six months following the shipment of the parts and equipment to the City.

Warranty repair or replacement shall be free of charge for all items, except for those items—such as resin, filter media, and the like—that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based on Contractor’s estimate of the percentage of normal service life realized from the part. Contractor’s obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by Contractor and accepted by the City in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. Contractor shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete interoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts which are altered or repaired outside of Contractor’s factory, or damaged by improper maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer’s requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

For the avoidance of doubt, Contractor makes no warranty with respect to parts, accessories, or components purchased by the customer from others.

Article 4. Responsibilities of the City

The City designates Steve Jossart as its designated project manager for purposes of this Agreement.

The City's project manager shall be responsible for final acceptance of the Project. The Project will be deemed accepted unless written notice of non-acceptance is received by Contractor within seven (7) days of Contractor representing that the Project is complete.

Article 5. Compensation

The City shall pay Contractor for all fees and expenses related to the Project in an amount not to exceed Ninety-Nine Thousand Seven Hundred Fourteen Dollars (\$99,714.00), not to exceed the categories set forth below:

C54 Rebuilt Drive Unit, as described in Exhibit A	\$57,656.00
Skimming Mechanism / Scum Box, as described in Exhibit A	\$ 7,496.00
Labor for Installation of Drive Unit and Skimming Mechanism / Scum Box	\$34,562.00

Upon completion of the Project, Contractor shall submit an invoice to the City.

Unless additional services are added to the Project, pursuant to the process set forth in this Article, in no event shall the invoiced amount exceed the not to exceed amount.

The invoice shall be sent to:

Bernie Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Payment will be remitted to Contractor within thirty (30) days of receipt of invoice.

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

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

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

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

Article 6. Appropriation of Funds

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

Article 7. Schedule

The Project shall proceed according to the schedule agreed to by the City's Project Manager and the Contractor.

The Project, and all invoices related to the Project, shall be complete by December 31, 2019. Completion of the Project shall mean all necessary steps have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by December 31, 2019.

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

Article 8. Quality of Materials

The City expressly recognizes that the rebuilt drive unit consists of new and used components. Used components have been refurbished to like new condition.

Article 9. Safety Requirements

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

Article 10. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law,

and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 11. Termination

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

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

Article 12. Default

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

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

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

Article 13. Identity of Contractor

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

Article 14. Independent Contractor Status

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

Article 15. Indemnification

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

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

Contractor shall further indemnify, defend, and hold harmless the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of

said contractor or sub-contractor and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 16. Insurance

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

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

a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

Article 17. Conflict of Interest

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

Article 18. Waiver

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

Article 19. Severability

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

Article 20. Assignment

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

Article 21. Third Party Rights

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

Article 22. Governing Law and Venue

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

Article 23. Non-Discrimination

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

Article 24. Compliance with Laws

In performing the Project pursuant to this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

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

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

Article 25. Notices

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

City:

Contractor:

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

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

Article 26. Intent to be Bound

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

Article 27. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification

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

Article 29. Non-Collusion

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

- a. The prices in its proposal, as incorporated into this Agreement, were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.

- b. The prices quoted in its proposal were not knowingly disclosed—directly or indirectly—by Contractor to any other competitor prior to submission of the proposal.
- c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

Article 30. Other Provisions

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

- g. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

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

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Michael J. Vandersteen, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

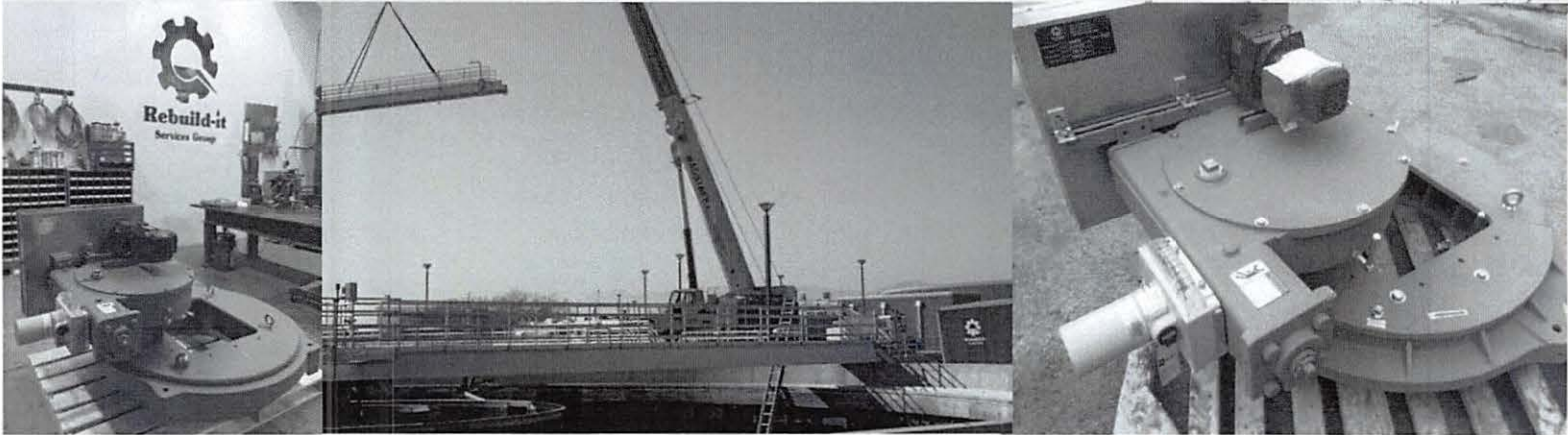
DATE: _____

DATE: _____

Rebuild-it Services Group
6810 South 300 West, Suite 8
Midvale, UT 84047
www.rebuild-it.com



EXHIBIT A



DATE: July 9, 2019

PROPOSAL NUMBER: Q122065-C

PREPARED FOR:

Sheboygan, WI WWTP
3333 Lakeshore Drive
Sheboygan, WI 53081
Attention: Steve Jossart
E-Mail: steve.jossart@sheboygan.com

Representation:

Larry Henderson- Emergences

SCOPE OF WORK:

Replacement C54 Drive unit with installation. Serial No. 22486-01.

PREPARED BY:

Rebuild-it Services Group, LLC.
6810 South 300 West, Suite 8
Midvale, Utah 84047
Terry A. Reyburn
Main: (888) 709-5676
Direct: (385) 235-6924
Mobile: (801) 828-5369
E-Mail: treyburn@rebuild-it.com
Website: rebuild-it.com



PROPOSAL



PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal for the replacement of the C54 Drive unit with a rebuilt C54 drive unit for a 90' dia. Primary clarifier located at the Sheboygan, WI WWTP, Serial No. 22486-01.

REBUILT C54 DRIVE UNIT FOR A 90' DIA. PRIMARY CLARIFIER

To include the following:

- EIMCO C54 Refurbished to like new condition, drives rated for 33,000 ft. lbs., with an output speed of .043 on the 90' dia. mechanism. This completely refurbished drive unit has been rebuilt to factory specifications and comes with our two-year warranty.
- Motor drive package; consists of gear motor, sprockets, chain, stainless steel chain guard and required gear motor mounts. Motor drive package will be sized to match existing drive unit output torque and RPM.
- Stainless steel oil piping
- New drive control with actuating pin
- O&M manual
- Shipping to job site
- Engineering
- Installation hardware and shims
- 2-year warranty

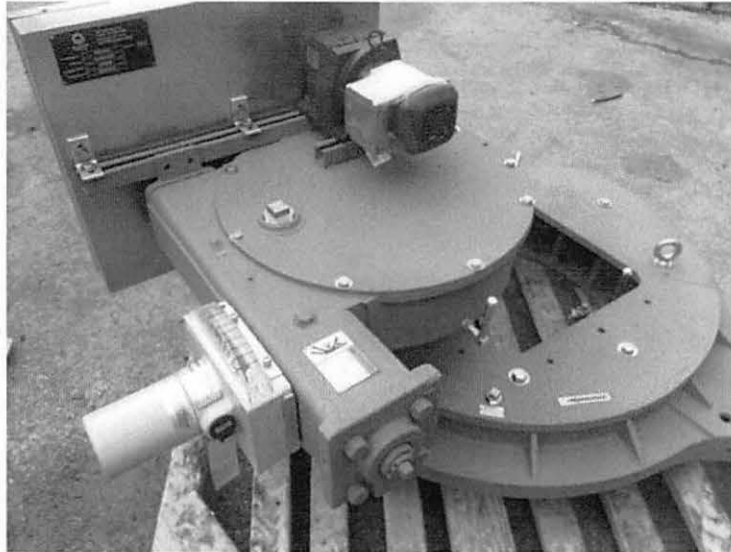
Drive unit coating system:

Rebuild-it's unique coating system provides a durable coating on the drive unit that is superior than what is typically provided. All exterior drive unit surfaces:

- Blast cleaned to SSPC-SP6
- Prime coat: Tnemec Hi-Build Epoxy to a dry film thickness of 4.0 to 6.0 mils. Color: Pencil Gray
- Final coat: UV protected industrial grade polyurethane coating to a dry film thickness of 6.0 mil minimum. Color: Pencil Gray

All interior surface except for machined surfaces and gear faces:

- Power cleaned and then coated with a Tool Crib red insulating varnish.
- All machined surface will be coated with LPS 3 Rust Inhibitor All reducers and motors will have the manufactures standard finish.



Refurbished EIMCO Drive Unit

EXCLUDED ITEMS FROM SCOPE OF SUPPLY:

- Electrical controls, mounting plates, brackets, conduit, wiring, mounting channels, light posts, photocells, etc.
- Lubricating oils / greases
- Bi-metallic protection for aluminum handrail, floor plating.
- Access stairways, walkways, gratings, handrailing, etc. outside the tank.
- Control panels except as specifically noted.
- Parts not mentioned above

SKIMMING PARTS FOR PRIMARY CLARIFIER:

- RSG Premium 4' Skimming Device P/N L42700-3. All stainless steel and aluminum materials.
- New 4' scum box with support- mild steel with (2) coats of paint.
- New piping to connect to scum pipe. Reducer to connect to existing pipe that has been cut off.
- Related fasteners
- Freight



- Provision of Full-Time Safety & QA/QC manager. A foreman will be onsite throughout duration of construction activities and provide field coordination.
- Overtime premiums or weekend work
- Temp facilities including porta-johns, hand wash, temp power, water, and disposal bins to be provided by others.
- Installation of electrical and/or instrumentation to be by others.
- Concrete demolition and/or repair.
- Covered tank or dome; removal of dome or access panels by others.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only
- Prevailing wage
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.
- Lubrication for drive unit.

PRICING SUMMARY:

Pricing for a C54 rebuilt drive unit as described above.....\$57,656.00
This drive consists of new and used components.

Pricing for skimming mechanism/scum box as described above.....\$7,496.00

LABOR PRICING:

Pricing for labor for drive and clarifier parts as described above.....\$34,562.00
Based on one mobilization.

**Please be sure to reference this quotation number and date on your purchase order.
Remit order to:**

Rebuild-it Services Group, LLC.
P.O. Box 9178
Midvale, Utah 84047
Attention: Candace King, cking@rebuild-it.com

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to enter into a contract with Rebuild-It Service Group to purchase and install a rebuilt clarifier drive at the Wastewater Treatment Facility.

REPORT PREPARED BY: Steve Jossart, Superintendent of Wastewater

REPORT DATE: July 2, 2019

MEETING DATE: July 23, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 60138300-631100
Budget Summary: N/A
Budgeted Expenditure: \$99,714.00
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The rake arm drive for Primary Clarifier #2 is making noise and vibrating. The drive was exposed to sand blasting grit when the unit was painted a number of years ago and it is likely that there is either damage to the race or to a ball in the main bearing which supports the clarifier rake arm assembly. During an inspection of all of our clarifier drives by the OEM in 2018, Primary Clarifier #2 was identified as the unit which had the highest level of vibration and we had planned for replacement of this drive in 2019.

STAFF COMMENTS: Primary Clarifier #2 is important to the operation of the wastewater plant. If the drive were to fail, the clarifier would have to be taken out of service until a new drive can be ordered and built. If we can replace this drive before it totally fails, the unit can be rebuilt and purchased back at a lower cost to replace one of the other three primary clarifier drives, which have all been impacted by sand blasting grit. With the replacement of this drive we will also refurbish the scum (floating debris and grease) collection system which was taken out of service a number of years prior. The replacement of the scum collection system will improve plant scum removal, which is manually removed where it collects in the anaerobic basin.

The project scope includes the purchase and installation of the rake arm drive with an identical OEM rebuilt unit. In addition to replacement of the drive, the clarifier and rake arm assembly will be inspected, the clarifier concrete control joints will be replaced, and the scum box and skimmer will be purchased and re-installed.

Cost Breakdown: *Costs for concrete joint repairs and rake arm cleaning and painting based off previous work on Secondary Clarifier #4.*

Component/Service	Supplier/Contractor	Estimated Cost
Rebuilt C54 Primary Clarifier Drive	RSG	\$ 57,656.00
Installation of Drive	RSG	\$ 34,562.00
Scum box and Skimmer Purchase and Installation	RSG	\$ 7,496.00
Electrical and Instrument Removal and Installation	WWTP Staff	\$ 2,500.00
Clarifier Concrete Joint Repairs	TBD	\$ 8,500.00
Clarifier Rake Arm Cleaning and Touch-up Painting	TBD	\$ 8,500.00
Jet Sludge Line	TBD	\$ 3,500.00
Contingency (10%)		\$ 12,000.00
TOTAL		\$ 134,714.00

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 57-19-20 authorizing the appropriate City officials to enter into a contract with Rebuild-It Service Group to purchase and install a rebuilt clarifier drive at the Wastewater Treatment Facility.

ATTACHMENTS:

- I. Res. No. 57-19-20
- II. Agreement between the City of Sheboygan and Rebuild-It Services Group, LLC
- III. Rebuild-It Services Group, LLC Proposal

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A report of officer submitting the request to disinter John Garnett who is interned at Wildwood Cemetery Lot N/2-145 Section 1 and relocate his cremains in Wildwood Cemetery to Lot 138 Section 1 that is owed by his brother, Keith Garnett.

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

REPORT DATE: July 15, 2019

MEETING DATE: July 23, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: Mr. Keith Garnett contacted Wildwood Cemetery to expedite this request of disinterring his brother John Garnett from Lot N/2-145 Section 1 and relocate his cremains on his Wildwood Cemetery Lot 138 Section 1.

STAFF COMMENTS: Staff recommends Public Works Committee receive and adopt R.O. 48-19-20 submitting the request to disinter John Garnett who is interned at Wildwood Cemetery Lot N/2-145 Section 1 and relocate his cremains in Wildwood Cemetery to Lot 138 Section 1 that is owed by his brother, Keith Garnett.

ACTION REQUESTED: Motion to recommend Public Works Committee receive and adopt R.O. 48-19-20 submitting the request to disinter John Garnett who is interned at Wildwood Cemetery Lot N/2-145 Section 1 and relocate his cremains in Wildwood Cemetery to Lot 138 Section 1 that is owed by his brother, Keith Garnett .

ATTACHMENTS:

- I. R. O. No. 48-19-20
- II. Agreement for Disinterment



Wildwood Cemetery

Agreement For Disinterment

Agreement for disinterment between Wildwood Cemetery and the below signed requestor(s) dated this 19 day of July, 2019. The undersigned represents and warrants that he/she is the legal representative with the decision making responsibility and authority for

Disinterment of:

Name of Decedent: John m barrett Date of Death: 9/3/04

Location:

Block: - Section: 1
Lot: N/2-145 Grave: _____

It is understood that the cemetery will attempt to disinter the remains and the container(s) of the remains of the named decedent to the best of its ability. The cemetery is not responsible for the condition of the container(s) and remains. The cemetery and/or its employees are not responsible for any damage done to the container(s) and the remains during the disinterment process. In addition, certain conditions relating to, but not limited to underground conditions of moisture and water, general deterioration of the container, the proximity of other burial containers or other obstructions, may prevent the cemetery from removing the entire outer container from the grave.

The cemetery and its employees agree to act with reasonable care and respect in the performance of the work pertaining to the disinterment process. This work is pursuant to the consent and request of the undersigned requestor(s). If any adverse conditions exist, preventing the removal of the entire container as determined by the cemetery management, the Cemetery, will not under any circumstances remove the container and/or casket from the vault or liner. However, cemetery personnel may assist a licensed Funeral Director who will have full responsibility for such casket removal as given by the undersigned.

The cemetery will not be responsible for any damage done to the outer container, the casket or remains. This is to include intentional damage done to facilitate the removal of the outer container and/or casket.

Should the funeral director not accept responsibility for removing the casket, the cemetery reserves the right to cover the site by any method deemed appropriate by the cemetery and end the disinterment.

Should for any reason there be no identifiable container or remains, the cemetery will remove the soil where it believes the container and remains to have been and turn that portion of that soil over to the funeral director for transfer. The funeral director will be responsible for whatever is turned over to them.

All appropriate permits for disinterment and transportation of containers, caskets and remains are the responsibility of the Family and/or the licensed Funeral Director. The Funeral Director will receive the containers, caskets and remains and be responsible for these items upon receipt.

The disinterment fee is due and non-refundable once disinterment is started at the cemetery. The cemetery will make every effort to complete the disinterment; however, at the discretion of the cemetery, for any reason the disinterment is stopped or cannot be completed, the fee is not refundable.

Disinterment will be done on a date and time determined by the cemetery. The cemetery reserves the right to change, delay, postpone or cancel the disinterment for any reason.

I/We, the undersigned acknowledges, to have read and understood the above disclosures and agree to indemnify, hold harmless and defend the cemetery, its owners, officers, board members and employees and all heirs and assigns from any liability and all claims, demands, costs or causes of action.

I he undersigned authorizes the cemetery to give the containers, caskets and remains of the listed decedent, to a funeral director representing the funeral home listed below.

The disposition of the remains is that they will be reinterred at:

Name of Cemetery: Wildwood Cemetery

Block: _____

Section: Section One

Lot: 138

Grave: _____

Funeral Home assisting with the arrangements is (if applicable):

Name: _____

Location: _____

Phone Number: _____

Requestor Name: Keith J. Garnett

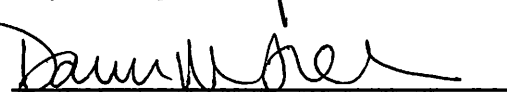
Relationship to deceased: Brother

Address: 1001 Aspen Lane Kohler WI 53044

Phone: 920 889 7647


Requestor Signature

Date 7/19/19



7/19/19

Wildwood Cemetery Representative

Date

II

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

R. O. No. 48 - 19 - 20. BY DIRECTOR OF PUBLIC WORKS. July 23, 2019.

Submitting the request to disinter John Garnett who is interned at Wildwood Cemetery Lot N/2-145 Section 1 and relocate his cremains in Wildwood Cemetery to Lot 138 Section 1 that is owned by his brother, Keith Garnett.

DIRECTOR OF PUBLIC WORKS

Public Works
Committee

	2016 2nd Quarter	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter
Wildwood Cemetery				
Full Burials	12	12	10	9
Cremains	12	18	12	7
Baby	1	0	2	0
Graves Sold	12	9	16	12

	2016 2nd Quarter	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter
Street Repair & Maintenance				
Crack and joint filling footages (LF)	17,094	21,434	30,734	35,551
Yards of concrete installed	568.50	551.50	350.00	366.00
Tons of asphalt installed		2,240.00	3,495.54	3,001.14
Potholes - cold mix tons	N/A	N/A	9.75	49.00
Potholes - hot mix tons	66.46	123.04	112.71	112.00
Asphalt Overlay (Tons)	33.84	2,117.00	3,373.08	2,716.40
Street Cleaning				
Debris removed (tons)	360.53	412.49	399.82	474.00
Curb miles streets swept	N/A	1,868.00	1,522.00	1,708.00
Sanitary Sewer				
Number of manholes replaced	21	22	12	13
Sanitary sewer jetting footages (LF)	131,099	198,051	166,023	238,099
Sanitary sewer televising footages (LF)	15,930	8,603	4,653	7,378
Total Backwater Calls	18	30	10	8
Sewer backup calls - lateral plugged	15	27	8	6
Sewer backup calls - main plugged	1	3	2	2
Storm Sewer				
Catch basins debris removed (tons)	45	89	118	44
Storm sewer jetting footages (LF)	15,502	9,254	3,616	2,747
Storm sewer televising footages (LF)	9,355	7,282	3,416	2,772
Number of catch basins replaced	7	10	6	3
Number of storm manholes replaced	16	4	2	9
Storm Sewer Pipe Replaced (LF)	692	636	300	178

	2016 2nd Quarter	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter
Sanitation & Recycling Curbside Collection				
Garbage collected (tons)	3056	2038.82	3729.31	2929.02
Recycling collected (tons)	724	546.63	904.65	862.07
Material recovery rate %	24.0%	27.0%	24.25%	22.73%
Nuisance notices issues (weeds notice)	126	146	129	103
Number of lots cut by city contractor	18	17	14	14
Recycling Center				
Yard waste hauled (tons)	967	1025	1145.36	928.52
Tire disposal	40	27	59	58
Scrap metals collected (tons)	N/A	27.46	48.76	52.17
Oil collected (gallons)	N/A	3,375	4,075	3,620
Branch grinding (dollars)	\$ 3,000.00	\$ 2,400.00	\$ 6,200.00	\$ 3,410.00
Leaf Collection Tons	N/A	N/A	0	0
Snow				
Events	N/A	N/A	2	0
Duration (hours)	N/A	N/A	57.5	0
Precipitation (inches)	N/A	N/A	11	0
Hours	N/A	N/A	831.5	0
Salt Usage (tons)	N/A	N/A	755	0
Motor Vehicle				
Completed work orders	N/A	381	298	347
Preventative maintenance completion %	N/A	51.0%	61.0%	89.0%
Vehicle maintenance budget used %	N/A	36.0%	18.0%	25.0%
Contracted services budget used %	N/A	20.0%	25.0%	10.0%

	2016 2nd Quarter	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter
City Forestry				
Trees Planted	0	78	21	527
Trees Trimmed	600	502	441	480
Trees Removed	121	136	156	155
Stump Removals	287	88	159	245
Treated Ash Trees	0	700	446	142
Citizen Tree Concerns		143	121	442
Park Maintenance Repairs/Painting				
Grills	N/A	N/A	0	0
Combo Picnic Tables	N/A	N/A	0	0
Straight Tables	N/A	N/A	0	0
Garbage Receptacles	N/A	N/A	0	0
Park Signs	N/A	N/A	0	0
New Combo Picnic Tables	NA/	N/A	0	0
Garbage Collected (Tons)	45.23	63.7	62.93	61.42
Beach Refuse (Tons)	N/A	15.46	40.35	11.5
Straight Benches			0	0
4' Benches	0	0	0	0
Park Rentals				
Events	9	9	9	18
Combo Picnic Tables	140	132	146	106
Straight Tables 10'	75	80	113	82
Straight Benches 10'	72	70	130	82
Bench 4'	25	20	19	15
Trash Receptacles	150	160	120	140
Stage	2	2	3	3
Grills	28	21	18	14
Chair Trailer, 320	2	2	2	2
Dance Floor	N/A	2	1	1
Bleachers	N/A	N/A	N/A	6

	2016 2nd Quarter	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter
Wastewater Treatment Plant				
Total Precipitation (in)		15.89	12.00	15.29
Total Wastewater Treated (MG)		1,266,004	1,090	1,298,265
Total Influent CBOD5 Loading (lbs)		1,112,580	1,205,890	1,001,281
Total Influent TSS Loading (lbs)		1,711,222	1,691,701	1,937,037
Total Influent Ammonia Loading (lbs)		998	151,039	149,770
Total Influent Phosphorus Loading (lbs)		31,093	30,200	32,808
Average CBOD5 Removal Efficiency (%)		97.9%	98.2%	96.6%
Average TSS Removal Efficiency (%)		98.0%	97.9%	96.3%
Average Ammonia Removal Efficiency (%)		89.9%	93.3%	75.1%
Average Phosphorus Removal Efficiency (%)		80.3%	86.1%	86.4%
Average CBOD5 Discharged (mg/L)		<2.1	2.2	2.50
Average TSS Discharged (mg/L)		3.1	3.7	4.57
Average Phosphorus Discharged (mg/L)		0.53	0.47	0.39
Average Ammonia Discharged (mg/L)		0.84	1.13	4.87
Average Effluent Mercury Concentration (ng/L)		0.65	0.71	0.88
Biogas Produced (cu ft)		1551000	11,986,846	13,050,042
Biogas Utilized (%)				99.98%
Total Plant Electrical Power Generated (kWh)		1,665,669	56,628	544,030
Electricity Purchased (kWh)		N/A	1,763,402	1,626,434
Natural Gas Consumed (therms)			18,990	58,092
Total Dried Biosolids Produced (lbs)		1,076,300	965,000	1,071,340
Pretreatment & Laboratory				
Significant Industrial Users Semi-Annual Monitoring Complete (%)		20%	80%	80%
Significant Industrial Users issued Notice of Non-Compliance (NON)		2	1	0
Significant Industrial Users Annual Site Inspection Completed (%)		40%	20%	29%
Number of SIU Permits Issued or Renewed		1	2	1
Community Annual Monitoring Inspections (%)		80.0%	100.0%	40.0%
Sewer Surcharge Facilities Quarterly Monitoring Completed (%)		100.0%	100.0%	100.0%
Number of Samples Analyzed by Sheboygan WWTF Laboratory		43	5	24
Waste Water Treatment Plant Maintenance				
Number of Closed Work Orders		185	379	377

	2016 2nd Quarter	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter
Street Light Knockdowns				
Street Lights Damaged	3	8	5	1
Material Used	\$ 14,896.72	\$ 15,177.26	\$10,975.15	\$1,500.00
Labor	\$ 7,527.50	\$ 10,275.00	\$2,920.00	\$1,000.00
Equipment Rental	\$ 7,397.50	\$ 11,585.00	\$2,925.00	\$1,000.00
Traffic Signal Knockdowns				
Traffic Signals Damaged	8	4	5	2
Material Used	\$ 10,106.68	\$ 2,791.49	\$8,062.87	\$1,954.95
Labor	\$ 7,527.50	\$ 2,010.00	\$4,130.00	\$1,500.00
Equipment Rental	\$ 7,932.50	\$ 1,890.10	\$4,310.00	\$1,700.00
Traffic Signage				
Traffic Signs Installed/Removed	230	166	134	198
Traffic Signs Constructed	432	245	153	114
Specialized Sign Project	N/A	139	87	107
Painted Street Markings				
Centerline Painting (miles)	N/A	N/A	N/A	85.7
Crosswalks Painted	404	36	156	52
Traffic Arrows/Stop Bars Painted	375	150	369	291
Snow Removal Damage				
Damaged Mailbox Repaired/Replaced	0	0	26	20

2019 Capital Improvement Projects	Contract Amount	Contract Approved	Construction Start Date	Construction Comp. Date
Badger State Lofts Roadways and Utilities	TBD	TBD	TBD	Fall 2020
WisDOT North Avenue Reconstruction	\$ 4,846,811.88	4/8/2019	TBD	Fall 2019
Vollrath Park Tennis Court Reconstruction	\$ 179,890.00	6/17/2019	7/22/2019	Summer 2019
Mead Public Library Plaza Reconstruction	\$ 637,310.39	3/20/2019	4/10/2019	Summer 2019
WisDOT Penn Avenue Bridge Reconstruction	\$ 2,982,230.52	3/20/2019	TBD	Fall 2019
N. 15th Street Reconstruction	\$ 486,496.00	6/17/2019	7/8/2019	9/1/2019
2019 Sidewalk Program	\$ 82,050.00	3/18/2019	6/1/2019	8/1/2019
2019 Mini-Sewers	\$ 50,000.00	6/1/2019	8/1/2019	Fall 2019
South Pointe Tree Planting	TBD	TBD	TBD	Fall 2019
South Pointe Signage	\$ 255,400.00	4/3/2019	Spring 2019	Summer 2019
Deland Maintenance Garage	\$ 74,508.00		Spring 2019	Summer 2019

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Quarterly benchmarks

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

REPORT DATE: July 16, 2019

MEETING DATE: July 23, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The benchmark measurements for the Department of Public Works for the period commencing March 31, 2019, and ending June 30, 2019, is presented for information and discussion.

STAFF COMMENTS: Due to the seasonal nature of many of the services provided by the Department of Public Works, many items that are benchmarked are currently not available for this report. The benchmark report encompasses information from Streets & Sanitation, Motor Vehicle, Parks & Forestry, Facilities & Traffic, Engineering, and Wastewater.

ACTION REQUESTED: For informational purposes only

ATTACHMENTS: Report of benchmark measurements

Streets, Alleys, and Sidewalks

	2017 Actual	2018 Actual	YTD 6/30/19	2019 Goals
Measurements				
<u>Workload</u>				
Crack and Joint Filling Footages (LF)	0	0	35,551	22,000
Yards of Concrete Installed	0	101.5	381	101.5
Tons of Asphalt Installed	0	0	3001	9,000
Potholes – Cold Mix (Tons)	76.5	53.75	151	130
Potholes – Hot Mix (Tons)	0	0	112	170
<u>Effectiveness</u>				
Increase PASER rating	6.20	6.20	6.20	6.25
Increase linear footage of streets on regular crack and joint fill schedule	15,100	0	0	25,000
Respond to pothole repair requests within two days	1.6	2	2	1

Parks

	2017 Actual	2018 Actual	YTD 6/30/19	2019 Goals
Measurements				
<u>Workload</u>				
Number of Parks	36	36	36	36
Acres of Public Land	705	705	705	705
Miles of Paved Off-Road Trails	9.61	9.61	9.61	9.61
New Trees Planted in Parks	0	0	0	60

Forestry

	2017 Actual	2018 Actual	YTD 6/30/19	2019 Goals
Measurements				
<u>Workload</u>				
Trees Planted	0	0	527	500
Trees Removed	182	208	376	600
Trees Elevated	601	757	813	2,000
<u>Effectiveness</u>				
Tree City USA Designation	Yes	Yes	Yes	Yes

Traffic Control Signs

	2017 Actual	2018 Actual	YTD 6/30/19	2019 Goals
Measurements				
<u>Workload</u>				
Number of Signs Replaced	129	142	375	1,010
Number of New Signs	425	281	686	1,300
Damaged Mailboxes Repaired/Replaced	33	19	20	
Traffic Arrow/Stop-Bars/Crosswalk Painted	0	0	291	1,700

Motor Vehicle

	2017 Actual	2018 Actual	YTD 6/30/19	2019 Goals
Measurements				
Workload				
Preventive Maintenance Completion Rate	85.5%	78.0%	70.0%	85%

Engineering

	2017 Actual	2018 Actual	YTD 6/30/19	2019 Goals
Measurements				
Workload				
Review of plans within two weeks of submission	96%	95%	95%	100%

Wastewater

	2017 Actual	2018 Actual	YTD 6/30/19	2019 Goals
Measurements				
Effectiveness				
Number of Violations of WPDES Permit Limits	0	1	0	0
CMAR Score	4	B	A	A
Percent Electrical Power Produced	60%	4.27%	3.35%	5%