

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

# Agreement Between Client & Excel Engineering, Inc.

**This Agreement** made the 28th day of November 2018, in Fond du Lac, WI between Excel Engineering, Inc. (here in after referred to as Excel Engineering) of Fond du Lac, WI and the "Client" below.

Client: City of Sheboygan Client Contact: David Biebel - Dept. of Public Works  
Address: 2026 New Jersey Avenue Project Name: Sheboygan Street Reconstruction Projects  
Sheboygan, WI 53081 Project Location: Sheboygan, WI  
Project #: 1863240

**1. Scope of Services.** Excel Engineering shall provide the following service:

See Exhibit B

**2. Compensation.** Compensation for Excel Engineering services will be performed as noted below. Allowance items will be invoiced per Billing Rates in Article 2.2.

<u>LUMP SUM FEE:</u>	<u>Amount</u>
Civil Engineering and Survey	\$49,900
Geotechnical Soil Borings and Report	\$6,000
<u>ALLOWANCE ITEMS:</u>	
Reimbursable Expenses (Article 2.1)	\$5,500
<b>Total Compensation (PO Amount)</b>	<b>\$61,400</b>

ALTERNATES:

Alternate 1: Colored project presentation plan	\$2,000
Alternate 2: Easement legal description and exhibit (each)	\$600

Services requested after signing this Agreement shall be compensated on a Lump Sum basis or at Billing Rates set forth in Article 2.2. Client and Excel Engineering shall agree on compensation for additional services prior to performing same.

2.1 - Reimbursable Expenses. - Excel Engineering shall be paid for the following reimbursable expenses: Mileage at \$.54/mile, Overnight per diem at \$35/night; Plan Review Fees, UPS, Postage, Plans Airfare, Hotels, Rental cars, Tolls and Parking at Cost.

2.2 - Billing Rates. Principal \$190/hr, Sr. Project Manager \$167/hr, Project Manager \$150/hr, Project Assistant 2 \$80/hr, Sr. Engineer/Architect \$135/hr, Engineer 2/Architect 2 \$122/hr, Engineer 1/Architect 1 \$109/hr, Sr. Interior Designer \$109/hr, Tech 3 \$90/hr, Tech 2 \$79/hr, Tech 1 \$68/hr, Intern \$51/hr, and Sr. Crew Chief \$99/hr.

**3. Payment.** Client shall make payment to Excel Engineering as follows:

3.1 Initial Payment. Client shall make an **initial payment of \$0.00** to Excel Engineering upon execution of this Agreement. This payment shall be credited back to Client on the first invoice.

3.2 Monthly Payment. Invoices will be submitted on a monthly basis. Payments shall be made within twenty (20) days of date of invoice. Payments not paid timely shall accrue interest at the rate of one percent (1%) per month.

**4. Exhibit.** The Terms & Conditions on Exhibit A are part of this Agreement.

CLIENT: **City of Sheboygan**

**Excel Engineering, Inc.**

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

David Biebel - Dept. of Public Works

Jason Daye

Title: Director of Public Works

Title: Sr. Project Manager

(Unless signed and returned to Excel Engineering within 30 days from the date above, this offer will expire.)

## **Exhibit A - TERMS & CONDITIONS**

- 1. Standard of Care.** Excel Engineering will perform services consistent with the level of care and skill normally performed by other firms in the same profession at the time of our services, geographic area and under the similar budgetary constraints. No other warranty, expressed or implied is made.
- 2. Project Information.** The Client will make available to Excel Engineering all known information regarding existing and proposed conditions, requirements and all other information that may affect the cost, progress, safety and performance of the work. If new information becomes available during Excel Engineering's work, Client will provide information to Excel Engineering in a timely manner and negotiate a change in the fixed sum if the information results in additional time to complete work.
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- 5. NOTICE OF LIEN RIGHTS.** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, EXCEL ENGINEERING HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THE FIRST FURNISHED LABOR OF MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ENGINEER AGREES TO COOPERATE WITH THE OWNER AND THE OWNERS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
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- 9. Limitation of Liability.** The Client agrees that Excel Engineering, Inc.'s (Excel) maximum liability for any negligent errors or omissions committed by Excel in the performance of this Agreement will be limited to amount of our fees received for this Agreement.
- 10. Allowances.** An "Allowance" represents an estimated amount for a service where a lump sum amount cannot be established. Excel Engineering will invoice against the Allowance using the published billing rates.
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- 12. Assignments.** Neither the Client nor Excel Engineering may assign the duties or interest in this agreement without the consent of the other party.
- 13. Severability.** The provisions of this Agreement shall be severable. If any of the provisions are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 14. Applicable Law.** The parties agree that this agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin.
- 15. Entire Agreement.** This Agreement represents the entire Agreement between the Client and Excel Engineering and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only in written instrument signed by both the Client and Excel Engineering.

## **Exhibit B – City of Sheboygan Street Reconstruction/Utility Relay Projects**

### **Project Scope:**

#### Street Reconstruction Scope:

- Illinois Avenue from Advance Disposal (west) to S. 10<sup>th</sup> Street (east)
- Maryland Avenue from S. 11<sup>th</sup> Street (west) to S. Commerce Street (east)
- S. 11<sup>th</sup> Street from Indiana Avenue (south) to Maryland Avenue (north)
- S. 10<sup>th</sup> Street from Indiana Avenue (south) to Illinois Avenue (north)
- Scope includes reconstruction of roadway base and concrete surface, concrete curb and gutter, concrete sidewalks, street lighting, and terrace landscaping.

#### Sanitary Sewer Relay Construction Scope:

- Abandon both sanitary sewer mains and combine into one new sewer main in Illinois Avenue from Advance Disposal (west) to S. 10<sup>th</sup> Street (east). Provide new sanitary laterals in the ROW and reconnect to existing at the ROW lines. Possibly connect existing sanitary sewer main in S. 10<sup>th</sup> Street into new sewer main in Illinois Avenue.
- Relay of a new sanitary sewer main in Maryland Avenue from S. 11<sup>th</sup> Street (west) to S. Commerce Street (east). Provide new sanitary laterals in the ROW and reconnect to existing at the ROW lines.

#### Storm Sewer Relay Construction Scope:

- Relay new storm sewer main in Illinois Avenue from Advance Disposal (west) to the Sheboygan River (east). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines. Reconnect the existing storm sewer or provide new in S. 10<sup>th</sup> Street south of Illinois Avenue.
- Relay new storm main in S. 11<sup>th</sup> Street from Indiana Avenue (south) and connect into new storm sewer main in Illinois Avenue (north). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines.
- Relay new storm line in Maryland Avenue from S. 11<sup>th</sup> street (west) to S. Commerce Street (east). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines.

### **Project Assumptions:**

- Water main design and permitting is covered under separate contract with the Sheboygan Water Utility; however the water main design plans will be incorporated into the same plan set.
- Stormwater Quality requirements to be met in the new storm structures.
- No environmental permitting will be required (any contaminated soils discovered during construction will be landfilled).
- No traffic study is required.
- No construction administration, bidding, or construction inspection assistance will be required.
- No state historical or archeological site investigation will be required.
- No replacement of utility laterals on private property will be required.
- Construction staking will be provided through the contractor.
- City to provide roadway specifications, standard details, and utility special provisions.
- City to provide sanitary and storm sewer main sizing and location.
- City to provide existing electrical conduit /circuiting diagrams for existing street lighting.
- Post construction as-built drawings to be completed by the City.

### **Civil Engineering Scope of Services**

- City and State Code/Specifications Review
- Overall Project Plan
- Roadway and Utility Removal/Demolition Plans
- Roadway and Utility Plan and Profiles including Erosion Control
- Detailed Intersection Plans
- Electrical Conduit / Street Lighting Plans
- Terrace Landscape (trees) and Stabilization Plans
- Permanent Street Signage / Pavement Marking Plans
- Construction Traffic Control Plans
- Stormwater Management Plan
- Construction Specifications / Special Provisions / Construction Details
- Engineers opinion of probably cost
- Bidding Tabulation
- Dry utility company coordination
- Review of geotechnical soil boring information to determine impacts on design/construction.

- Preparation and Submission of final plan set and supporting documents to the city for staff review.
- Preparation and Submission of DNR forms and supporting materials and documents for Construction Notice of Intent review.
- Preparation and Submission of DNR forms and supporting materials and documents for Chapter 30 review.
- Preparation and Submission of DNR forms and supporting materials and documents for Sanitary Sewer Main review.
- This price includes submissions of revised site plans based on City/State review comments.
- Attendance at 4 City meetings (Project kick-off, 50% plan review, 90% plan review, meeting to review city staff final review comments).

#### **Survey Scope of Services**

- Provide an existing conditions/topographic survey for approximately 1,800 linear feet of street right of way. This area will be added to the approximately 1,700' linear feet of street survey previously completed as part of the Badger Lofts Development project.
- Survey shall include items relevant to civil engineering design such as contours at 1' intervals, asphalt, concrete, gravel, property lines, easements (per title), dry utilities marked by local agencies, water main, hydrants, valves, culverts with flowline elevations, and pertinent sanitary & storm sewer with depths, pipe sizes and materials along with all other visible improvements within the project limits.
- All necessary research will be completed to establish the street right of way lines. The title commitments ordered as part of this project will also be reviewed for any easements or restrictions that may affect the design.
- Elevations shown on survey shall be referenced to the required datum necessary for local approval. All necessary survey control and benchmarks needed for construction will also be established as part of this survey.

#### **Geotechnical Soil Borings and Report/Recommendations**

- Complete seven 15'-20' exploratory borings along with preparation a report outlining recommendations and conclusions.
- Report will include the evaluation of the soil and groundwater conditions, recommendations for subgrade preparation and the potential placement of structural fill, validate pavement design, and provide recommendations as necessary for utility installation.



**Reimbursable Items**

- Mileage, printing, shipping
- Wisconsin DNR NOI review fee
- Wisconsin Chapter 30 review fee
- Property title searches (assumes 7 properties)

**Alternates (as required or requested)**

- Colored Project Presentation Plan (information or meeting purposes) - \$2,000
- Easement / temporary construction easement legal description and exhibit - \$600 each



EXCEENG0PC

PDEANOVICH

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MMDDYYYY)  
06/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jackson Kahl Insurance Services, LLC 17 N Pioneer Road Fond Du Lac, WI 54935	CONTACT NAME: <b>Pamela Deanovich, CISR</b>
	PHONE (A/C, No, Ext): <b>(920) 923-4020 1112</b> FAX (A/C, No): <b>(866) 218-6860</b> EMAIL ADDRESS: <b>pdeanovich@jacksonkahl.com</b>
INSURED  Excel Engineering, Inc. 100 Camelot Drive Fond du Lac, WI 54935	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A: <b>Secura Insurance</b> <b>22643</b>
	INSURER B: <b>Evanston Insurance Company</b> <b>35378</b>
	INSURER C:
	INSURER D: INSURER E: INSURER F:

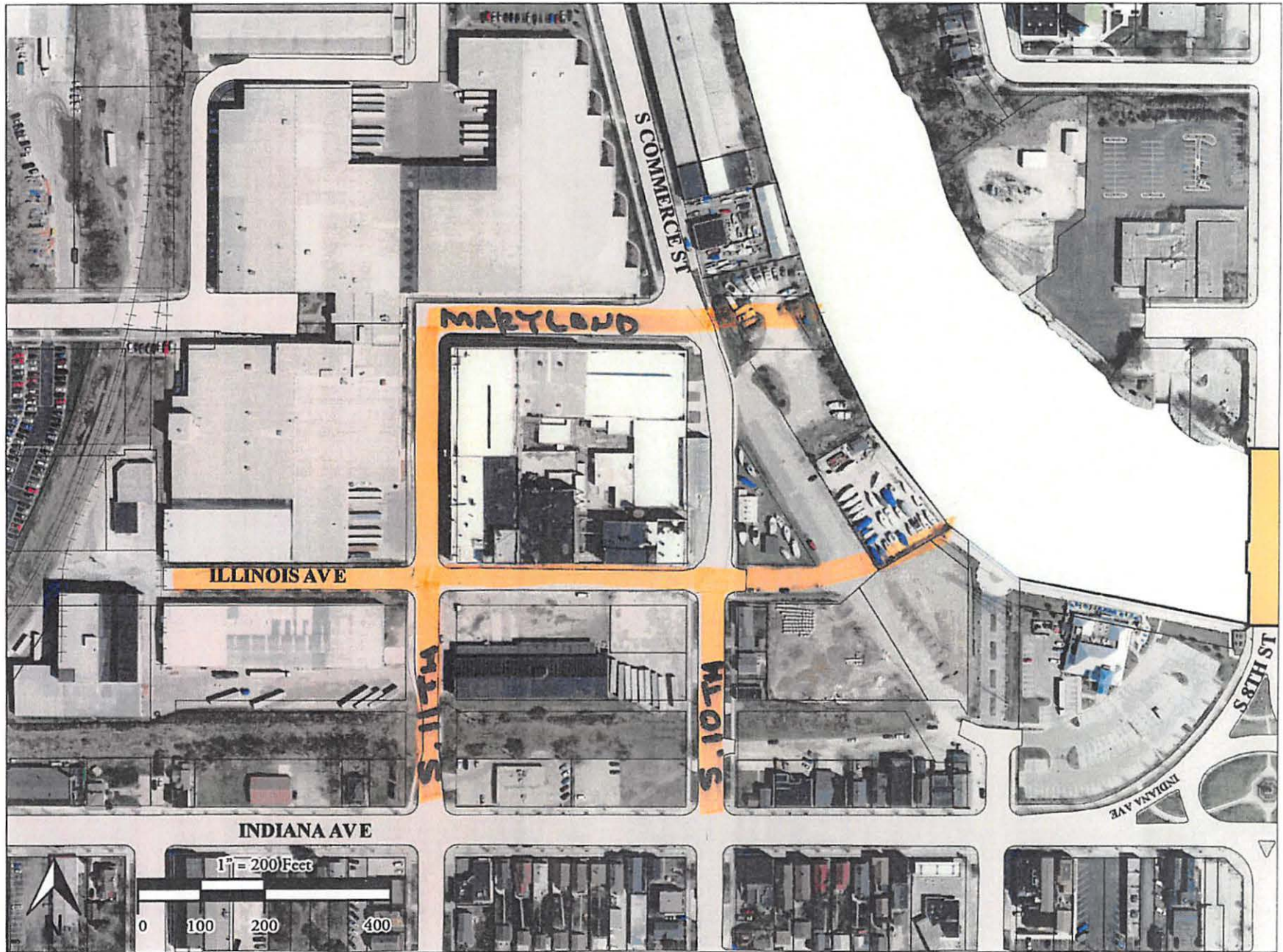
**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF (MMDDYY)	POLICY EXP (MMDDYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CP3270800	07/01/2018	07/01/2019	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3127279	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			CU3127281	07/01/2018	07/01/2019	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3127280	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
B	A&E Professional E&O			MKL7PL0003209	07/01/2018	07/01/2019	Each Claim/Aggregate \$ <b>5,000,000</b>
A	A&E Professional E&O			WC3127280	07/01/2018	07/01/2019	Deductible \$ <b>100,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Proof of Insurance for Quoting Purposes

<b>CERTIFICATE HOLDER</b>  Excel Engineering, Inc. 100 Camelot Drive Fond du Lac, WI 54935	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Res. No. 146-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract with Excel Engineering, Inc., for professional engineering, design, and services regarding City of Sheboygan Street Reconstruction and Utility Relay Projects, related to TID #17 and Badger Lofts.

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

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**REPORT DATE:** December 6, 2018

**MEETING DATE:** January 15, 2019

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**FISCAL SUMMARY:**

Budget Line Item: 4276110-631100  
Budget Summary: TID #17  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** Due to the proposed rehabilitation of the former Coakley building into residential apartments, the roadways surrounding the property will require improvement. The roadways, related utilities, storm sewer, and sanitary sewers are in need of improvements, and this development project coincides with the necessity of infrastructure improvements.

Street reconstruction, sanitary sewer relay, storm sewer relay, civil engineering services, survey services, geotechnical soil boring reports, and recommendations will be provided for the streets listed below:

- Illinois Avenue from approximately 12 Street (west) to South 10 Street (east)
- Maryland Avenue from South 11 Street (west) to South Commerce Street (east)
- South 11 Street from Indiana Avenue (south) to Maryland Avenue (north)
- South 10 Street from Indiana Avenue (south) to Illinois Avenue (north)

In addition, the Sheboygan Water Utility will also be replacing the water main in the project area.

**STAFF COMMENTS:** Department of Public Works staff feels this is an effective use of contractor services to improve the infrastructure related the Badger Loft Apartment Project.

**ACTION REQUESTED:** Motion to approve Res. No. 146-18-19 authorizing the appropriate City Officials to enter into contract with Excel Engineering, Inc., for

professional engineering, design, and services regarding City of Sheboygan Street Reconstruction and Utility Relay Projects, related to TID #17 and Badger Lofts.

**ATTACHMENTS:**

- I. Res. No 146-18-19
- II. Agreement between Client & Excel Engineering, Inc.

**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 146 - 18 - 19. By Alderperson Wolf. December 11, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Excel Engineering, Inc., for professional engineering, design, and services regarding City of Sheboygan Street Reconstruction and Utility Relay Projects, related to TID #17 and Badger State Lofts.

WHEREAS, the proposal for services submitted by Excel Engineering, Inc. was considered the most effective after being reviewed by the Department of Public Works.

RESOLVED: That the proposal of Excel Engineering, Inc. for professional engineering, design, and services regarding City of Sheboygan Street Reconstruction and Utility Relay Projects is deemed most effective, and the appropriate City officials are hereby authorized to enter into the attached contract with Excel Engineering, Inc. in an amount not to exceed \$61,400.00; payment from Account No. 4276110-631100.

*Public Works*

\_\_\_\_\_

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

\_\_\_\_\_, 20\_\_\_\_.

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

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

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Project #: 1863240

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Signature:  \_\_\_\_\_

David Biebel - Dept. of Public Works

Jason Daye

Title: Director of Public Works

Title: Sr. Project Manager

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## Exhibit B – City of Sheboygan Street Reconstruction/Utility Relay Projects

### Project Scope:

#### Street Reconstruction Scope:

- Illinois Avenue from Advance Disposal (west) to S. 10<sup>th</sup> Street (east)
- Maryland Avenue from S. 11<sup>th</sup> Street (west) to S. Commerce Street (east)
- S. 11<sup>th</sup> Street from Indiana Avenue (south) to Maryland Avenue (north)
- S. 10<sup>th</sup> Street from Indiana Avenue (south) to Illinois Avenue (north)
- Scope includes reconstruction of roadway base and concrete surface, concrete curb and gutter, concrete sidewalks, street lighting, and terrace landscaping.

#### Sanitary Sewer Relay Construction Scope:

- Abandon both sanitary sewer mains and combine into one new sewer main in Illinois Avenue from Advance Disposal (west) to S. 10<sup>th</sup> Street (east). Provide new sanitary laterals in the ROW and reconnect to existing at the ROW lines. Possibly connect existing sanitary sewer main in S. 10<sup>th</sup> Street into new sewer main in Illinois Avenue.
- Relay of a new sanitary sewer main in Maryland Avenue from S. 11<sup>th</sup> Street (west) to S. Commerce Street (east). Provide new sanitary laterals in the ROW and reconnect to existing at the ROW lines.

#### Storm Sewer Relay Construction Scope:

- Relay new storm sewer main in Illinois Avenue from Advance Disposal (west) to the Sheboygan River (east). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines. Reconnect the existing storm sewer or provide new in S. 10<sup>th</sup> Street south of Illinois Avenue.
- Relay new storm main in S. 11<sup>th</sup> Street from Indiana Avenue (south) and connect into new storm sewer main in Illinois Avenue (north). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines.
- Relay new storm line in Maryland Avenue from S. 11<sup>th</sup> street (west) to S. Commerce Street (east). Replace existing storm laterals with new in the ROW and reconnect to existing at the ROW lines.

### Project Assumptions:

- Water main design and permitting is covered under separate contract with the Sheboygan Water Utility; however the water main design plans will be incorporated into the same plan set.
- Stormwater Quality requirements to be met in the new storm structures.
- No environmental permitting will be required (any contaminated soils discovered during construction will be landfilled).
- No traffic study is required.
- No construction administration, bidding, or construction inspection assistance will be required.
- No state historical or archeological site investigation will be required.
- No replacement of utility laterals on private property will be required.
- Construction staking will be provided through the contractor.
- City to provide roadway specifications, standard details, and utility special provisions.
- City to provide sanitary and storm sewer main sizing and location.
- City to provide existing electrical conduit /circuiting diagrams for existing street lighting.
- Post construction as-built drawings to be completed by the City.

### Civil Engineering Scope of Services

- City and State Code/Specifications Review
- Overall Project Plan
- Roadway and Utility Removal/Demolition Plans
- Roadway and Utility Plan and Profiles including Erosion Control
- Detailed Intersection Plans
- Electrical Conduit / Street Lighting Plans
- Terrace Landscape (trees) and Stabilization Plans
- Permanent Street Signage / Pavement Marking Plans
- Construction Traffic Control Plans
- Stormwater Management Plan
- Construction Specifications / Special Provisions / Construction Details
- Engineers opinion of probably cost
- Bidding Tabulation
- Dry utility company coordination
- Review of geotechnical soil boring information to determine impacts on design/construction.

- Preparation and Submission of final plan set and supporting documents to the city for staff review.
- Preparation and Submission of DNR forms and supporting materials and documents for Construction Notice of Intent review.
- Preparation and Submission of DNR forms and supporting materials and documents for Chapter 30 review.
- Preparation and Submission of DNR forms and supporting materials and documents for Sanitary Sewer Main review.
- This price includes submissions of revised site plans based on City/State review comments.
- Attendance at 4 City meetings (Project kick-off, 50% plan review, 90% plan review, meeting to review city staff final review comments).

#### Survey Scope of Services

- Provide an existing conditions/topographic survey for approximately 1,800 linear feet of street right of way. This area will be added to the approximately 1,700' linear feet of street survey previously completed as part of the Badger Lofts Development project.
- Survey shall include items relevant to civil engineering design such as contours at 1' intervals, asphalt, concrete, gravel, property lines, easements (per title), dry utilities marked by local agencies, water main, hydrants, valves, culverts with flowline elevations, and pertinent sanitary & storm sewer with depths, pipe sizes and materials along with all other visible improvements within the project limits.
- All necessary research will be completed to establish the street right of way lines. The title commitments ordered as part of this project will also be reviewed for any easements or restrictions that may affect the design.
- Elevations shown on survey shall be referenced to the required datum necessary for local approval. All necessary survey control and benchmarks needed for construction will also be established as part of this survey.

#### Geotechnical Soil Borings and Report/Recommendations

- Complete seven 15'-20' exploratory borings along with preparation a report outlining recommendations and conclusions.
- Report will include the evaluation of the soil and groundwater conditions, recommendations for subgrade preparation and the potential placement of structural fill, validate pavement design, and provide recommendations as necessary for utility installation.



**Reimbursable Items**

- Mileage, printing, shipping
- Wisconsin DNR NOI review fee
- Wisconsin Chapter 30 review fee
- Property title searches (assumes 7 properties)

**Alternates (as required or requested)**

- Colored Project Presentation Plan (information or meeting purposes) - \$2,000
- Easement / temporary construction easement legal description and exhibit - \$600 each



EXCEEN00PC

PDEANOVICH

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
06/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Jackson Kahl Insurance Services, LLC 17 N Pioneer Road Fond Du Lac, WI 54935	<b>CONTACT:</b> Pamela Deanovich, CISR PHONE (A/C No. Ext): (820) 923-4020 1112 FAX (A/C No.): (888) 216-8880 EMAIL: pdeanovich@jacksonkahl.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Excel Engineering, Inc. 100 Camelot Drive Fond du Lac, WI 54935	<b>INSURER A:</b> Secura Insurance 22543
	<b>INSURER B:</b> Evanston Insurance Company 35378
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

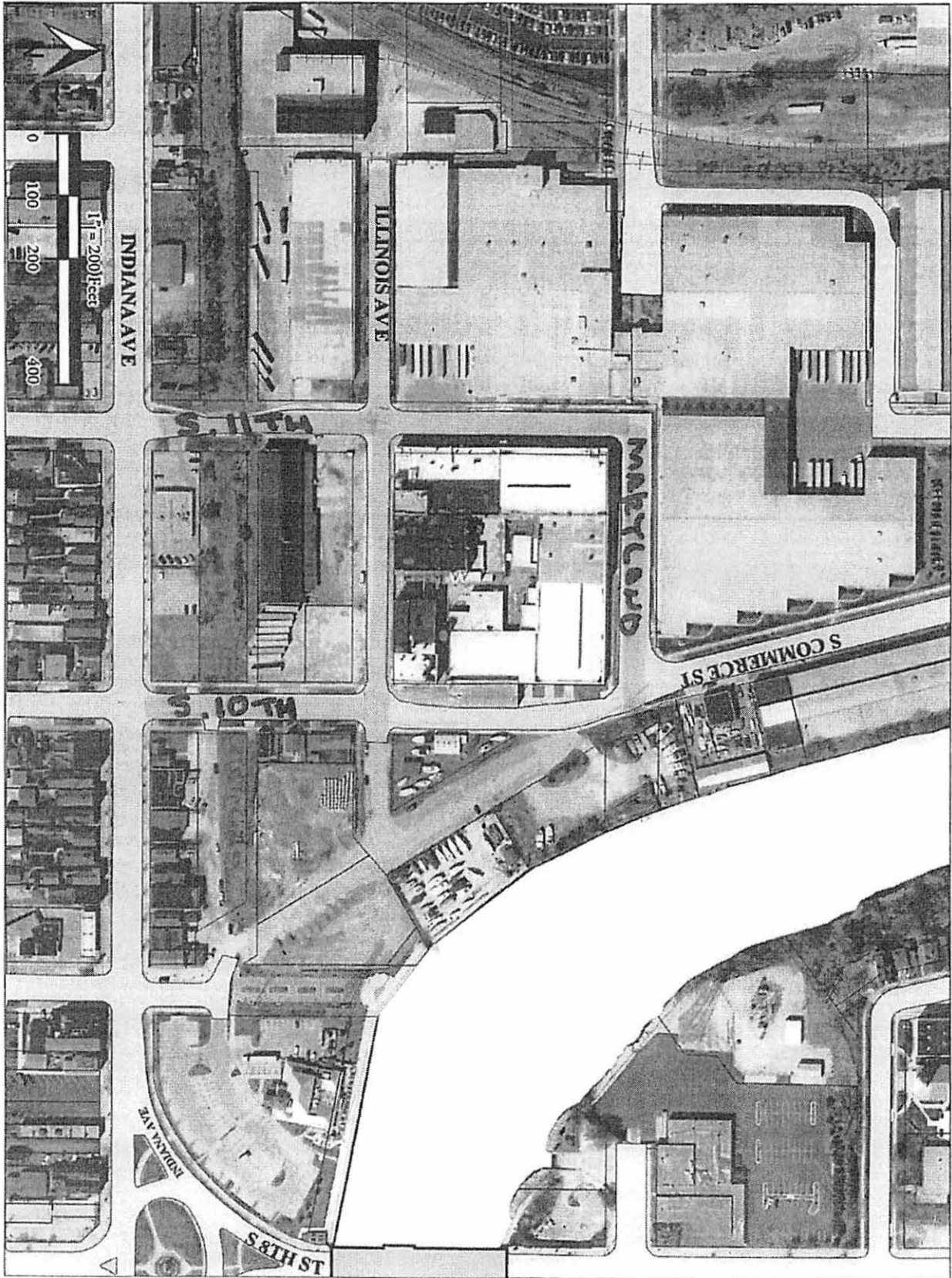
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-ACCIDENT <input type="checkbox"/> LOC OTHER:		CP3270800	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		A3127279	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED \$ 10,000 <input type="checkbox"/> RETENTION \$		CUS127281	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICIALS/OWNER EXCLUDED? (Mandatory in WI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC3127280	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	A&E Professional E&O		MKLV7PL0003209	07/01/2018	07/01/2019	Each Claim/Aggregate \$ 5,000,000
A	A&E Professional E&O		WC3127280	07/01/2018	07/01/2019	Deductible \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Proof of Insurance for Quoting Purposes

<b>CERTIFICATE HOLDER</b>  Excel Engineering, Inc. 100 Camelot Drive Fond du Lac, WI 54935	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Res. No. 155-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company regarding Mill Road at the Pigeon River bridge.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** November 29, 2018

**MEETING DATE:** January 15, 2019

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**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

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**BACKGROUND / ANALYSIS:** Alliant Energy approached the City to acquire an underground electric easement on Mill Road at the Pigeon River Bridge. Alliant Energy intends to upgrade electric facilities/materials in this area and as part of this upgrade is to bury the existing overhead wires.

**STAFF COMMENTS:** Recommend approval of the resolution.

**ACTION REQUESTED:** Motion to recommend the Common Council approve Res. No. 155-18-19 authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company regarding Mill Road at the Pigeon River bridge.

**ATTACHMENTS:**

- I. Resolution
- II. Proposed Easement

III

4.9

Res. No. 155- 18 - 19. By Alderperson Wolf. December 17, 2018.

A RESOLUTION authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company regarding Mill Road at the Pigeon River bridge.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Underground Electric Easement, a copy of which is attached hereto, to Wisconsin Power and Light Company, and its affiliates and licensees, in, under, over, upon and across the Easement Area as described therein.

Public Works.

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

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

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

Document No.

**EASEMENT UNDERGROUND  
ELECTRIC**

The undersigned **Grantor(s) the City of Sheboygan, a municipal corporation, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor in the **City and Town of Sheboygan, County of Sheboygan, State of Wisconsin**, said "Easement Area" to be **Fifteen (15)** feet in width and described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy  
Attn: Real Estate Department  
4902 North Biltmore Lane  
P.O. Box 77007  
Madison, WI 53707-1007

Parcel Identification Number(s)

59024346330, 59281629390, &  
59281629379

WITNESS the signature(s) of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN }  
COUNTY OF \_\_\_\_\_ } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named

\_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named \_\_\_\_\_

\_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of \_\_\_\_\_

My Commission Expires (is) \_\_\_\_\_

This instrument drafted by  
**Perri Petropoulos – Mi-Tech**

\_\_\_\_\_  
Checked by  
Ben Kohout  
WR#4077768  
November 29, 2018

Project Title:	Mill Road UG Rebuild - Sheboygan
ERP Activity ID:	WR#4077768
Tract No.:	1
REROW No.:	

## Exhibit A

### GRANTOR'S PARCEL:

Part of Lot 6 of Certified Survey Map recorded as Volume 9 Page 121, Document No. 1204427, and being part of the Southwest Quarter of the Northwest Quarter of Section 10, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin

### EASEMENT AREA:

A 15' Wide Utility Easement located in part of Lot 6 of Certified Survey Map recorded as Volume 9 Page 121, Document No. 1204427, and being part of the Southwest Quarter of the Northwest Quarter of Section 10, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of said Section 10;

Thence North 89° 38' 25" East along the North Line of the Northwest Quarter of said Section 10, a distance of 901.74 feet;

Thence South 00° 00' 00" East, a distance of 1857.09 feet to the South Right-of-Way (ROW) Line of Mill Road and the Point of Beginning;

Thence South 34° 53' 16" East along said South ROW Line, a distance of 52.04 feet;

Thence South 24° 53' 19" East, a distance of 111.54 feet;

Thence South 33° 11' 34" East, a distance of 78.26 feet;

Thence South 32° 02' 52" East, a distance of 126.40 feet;

Thence South 31° 34' 16" East, a distance of 14.03 feet;

Thence South 43° 32' 16" East, a distance of 199.54 feet to said South ROW Line;

Thence South 35° 21' 52" East along said South ROW Line, a distance of 69.30 feet to the Southeast Line of the parcel described in a deed recorded as Document No. 1165541 in the Sheboygan County Register of Deeds Office;

Thence South 78° 11' 54" West along said Southeast Line, a distance of 6.05 feet;

Thence North 43° 32' 16" West, a distance of 266.53 feet;

Thence North 31° 34' 16" West, a distance of 15.04 feet;

Thence North 32° 08' 02" West, a distance of 137.22 feet;

Thence North 33° 11' 34" West, a distance of 68.66 feet;

Thence North 24° 53' 19" West, a distance of 155.20 feet;

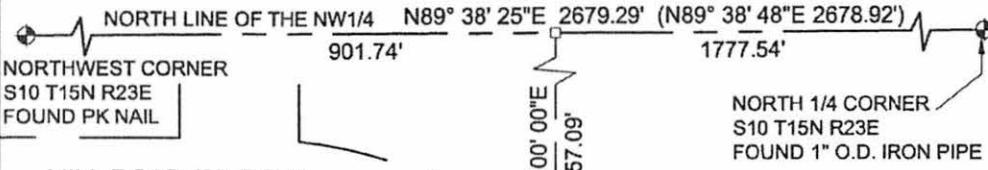
Thence North 9° 37' 03" East, a distance of 10.53 feet to the Point of Beginning.

Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 10, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin

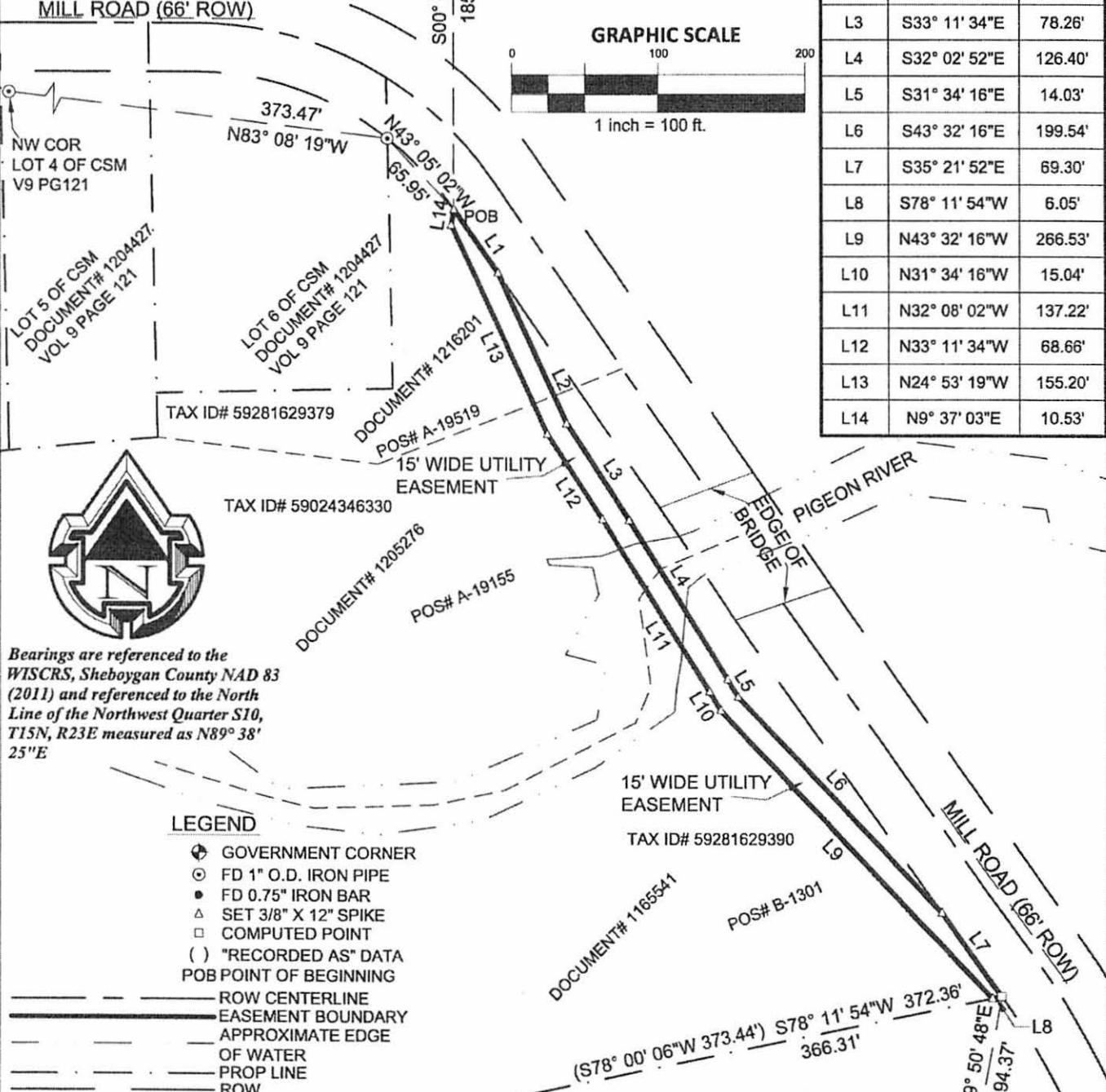
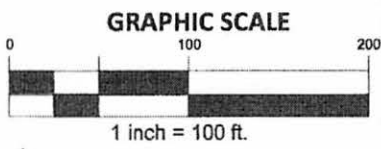
Grantor's Deeds recorded on March 2, 1988, as Document No. 1165541, March 21, 1991, as Document No. 1216201, and on July 17, 1990 as Document No. 1205276 all recorded in the office of the Register of Deeds in and for Sheboygan County, Wisconsin.

# EXHIBIT "B"

LOCATED IN PART OF LOT 6 OF CERTIFIED SURVEY MAP RECORDED AS VOLUME 9 PAGE 121, DOCUMENT NO. 1204427, AND BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



Line Table		
Line #	Bearing	Distance
L1	S34° 53' 16"E	52.04'
L2	S24° 53' 19"E	111.54'
L3	S33° 11' 34"E	78.26'
L4	S32° 02' 52"E	126.40'
L5	S31° 34' 16"E	14.03'
L6	S43° 32' 16"E	199.54'
L7	S35° 21' 52"E	69.30'
L8	S78° 11' 54"W	6.05'
L9	N43° 32' 16"W	266.53'
L10	N31° 34' 16"W	15.04'
L11	N32° 08' 02"W	137.22'
L12	N33° 11' 34"W	68.66'
L13	N24° 53' 19"W	155.20'
L14	N9° 37' 03"E	10.53'



Bearings are referenced to the WISCRS, Sheboygan County NAD 83 (2011) and referenced to the North Line of the Northwest Quarter S10, T15N, R23E measured as N89° 38' 25"E

### LEGEND

- ⊕ GOVERNMENT CORNER
- ⊙ FD 1" O.D. IRON PIPE
- FD 0.75" IRON BAR
- △ SET 3/8" X 12" SPIKE
- COMPUTED POINT
- ( ) "RECORDED AS" DATA
- POB POINT OF BEGINNING
- ROW CENTERLINE
- EASEMENT BOUNDARY
- APPROXIMATE EDGE OF WATER
- PROP LINE
- ROW
- SECTION LINE
- PARCEL LINES

NOTES:  
 -MILL ROAD ROW S. OF BRIDGE ESTABLISHED FROM POS# B-1301  
 -MILL ROAD ROW N. OF BRIDGE ESTABLISHED FROM CSM V9 PG121

**MI-TECH**  
 Fond Du Lac - Green Bay - Madison - New Berlin  
 800.465.8050

NOVEMBER 27, 2018

ALLIANT 4077768

III


4.3

Res. No. 159 - 18 - 19. By Alderpersons Wolf and Sorenson.  
January 7, 2019.

A RESOLUTION authorizing the Director of Public Works to execute a Stormwater Facilities Maintenance Agreement between the City of Sheboygan and St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis regarding the Prevea St. Nicholas Medical Office Building project.

RESOLVED: That the Director of Public Works is hereby authorized to execute the Stormwater Facilities Maintenance Agreement between the City of Sheboygan and St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis, a copy of which is attached hereto.

*Public Works*

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

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

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

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

**STORMWATER FACILITIES  
MAINTENANCE AGREEMENT**

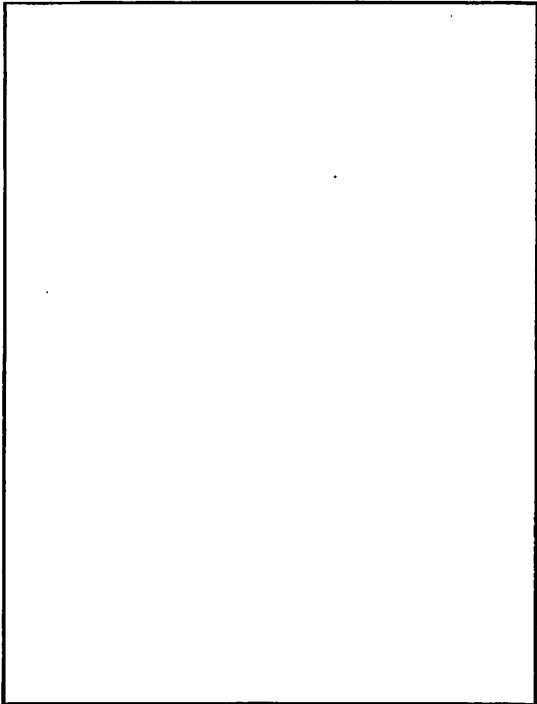
This Stormwater Facilities Maintenance Agreement is made by and between the City of Sheboygan, Wisconsin ("City"), and St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis ("Owner"). 3100 Superior Avenue.

**RECITALS**

The upkeep and maintenance of stormwater facilities is essential to the protection of water resources in the City of Sheboygan.

All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of stormwater facilities. The authority to require maintenance and pollution source control is provided in the City of Sheboygan "Post-Construction Stormwater Management Zoning Ordinance," being Appendix E to the Sheboygan Municipal Code.

[Legal Description]



\_\_\_\_\_  
Parcel Ident. No.

Owner has designed and installed or caused to be designed and installed certain structural and/or non-structural stormwater management measures in accordance with the approved stormwater management plan and permit on the property described above. In order to further the goals of the City to ensure the protection and enhancement of Sheboygan's water resources, and in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner hereby enter into this maintenance agreement. The responsibilities of each party to this Agreement are identified below.

**OWNER SHALL:**

- (1) Implement or cause to be implemented the stormwater facility maintenance program included herein as Attachment "A".
- (2) Maintain a record (in the form of a log book) of steps taken to implement the program referenced in (1) above. The log book shall be available for inspection by City staff at Owner's business during normal business hours, or at an alternate location approved by City staff. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended. Maintenance items listed in Attachment "A" shall be inspected on a monthly or more frequent basis as necessary. Owner is encouraged to photocopy the individual checklists in Attachment "A" and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the log book.
- (3) Maintain the approved stormwater management practices in accordance with the schedule referenced in (1) and (2).

- (4) Provide the City with the name, address and telephone number of the business, the person or the firm responsible for plan implementation, if other than the Owner.
- (5) Permit authorized representatives of the City access to the property described above to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with this Agreement.
- (6) Permit authorized representatives of the City to perform corrective actions if the Owner does not make or cause to make required corrections within a specified time period and enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to state statutes, if payment is not made within thirty (30) days of submittal of invoice to Owner for City performed corrective actions.
- (7) Prevent any unauthorized modifications to the approved stormwater management practices and prevent them from being dismantled, revised, altered or removed except as necessary for maintenance, repair or replacement. Any such actions shall be approved of by the City. Modifications to the approved stormwater management practices must be approved in advance by the City.

**THE CITY OF SHEBOYGAN SHALL:**

- (1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as City time and resources permit, at no charge to Owner.
- (2) Maintain public records of the results of site inspections, inform the Owner or other designated responsible party of the inspection results, and specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.
- (3) Review this agreement with Owner and modify it as necessary at least once every three (3) years.

**REMEDIES:**

- (1) If the City determines that maintenance or repair work is required to be done to the stormwater facility existing on the Owner property, the Director of the Department of Public Works, or his/her designee, shall give the Owner, and/or the person or agent in control of said property, notice of the specific maintenance and/or repair required. The Director or designee shall set a reasonable time in which such work is to be completed. If the above required maintenance and/or repair is not completed within the time set by the Director, or his/her designee, written notice will be sent to the persons who were given notice stating the City's intention to perform such maintenance and bill the Owner for all incurred expenses.
- (2) If at any time the City determines that the existing system creates any imminent threat to public health or welfare, the Director, or his/her designee, may take immediate measures to remedy said threat. No notice to the persons listed in Remedies (1), above, shall be required under such circumstances.
- (3) The Owner grants unrestricted authority to the City for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).
- (4) The persons listed in Remedies (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the City within 30

days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the City will be borne by the parties responsible for said reimbursements.

- (5) The Owner hereby grants to the City a lien against the above-described property in an amount equal to the cost incurred by the City to perform the maintenance or repair work described herein.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the City. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the City.

Dated at Sheboygan, Wisconsin, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF SHEBOYGAN )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the persons described, and who executed the foregoing Agreement and acknowledged before me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public, Sheboygan County, WI  
My commission (expires)(is) \_\_\_\_\_

Dated at Sheboygan, Wisconsin, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

CITY OF SHEBOYGAN

\_\_\_\_\_  
Authorized Agent for the City of Sheboygan

This document consists of four (4) typewritten pages, including the following attestation page.

STATE OF WISCONSIN     )  
  ) ss

COUNTY OF SHEBOYGAN )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, Authorized Agent of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Authorized Agent of said corporation, and acknowledged that he/she executed the foregoing instrument as such officer of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, Sheboygan County, WI  
My commission (expires)(is) \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Sheboygan, WI

**ATTACHMENT A**

## **OPERATION AND MAINTENANCE**

A logbook shall be kept on-site to record all inspection and maintenance activities to be performed on the facilities. Below is a general description of the required maintenance activities and attached is a detailed checklist that describes the various inspection and maintenance activities to be performed.

### **General**

1. A logbook shall be kept for the site that includes all inspection and maintenance activities to be recorded.
2. An annual inspection and evaluation of the BMPs and drainage facilities shall be performed by the owner or contracted representative.
3. A minimum of once per year, a representative of the owner shall perform a visual inspection of the BMPs during a runoff event. Observations of storm water color entering and exiting the BMPs, odors, turbidity, and any other indicators of storm water impact shall be noted in the logbook.
4. Owner shall ensure that vegetation planted within the swale and pond embankments are maintained and established at all times. Vegetation shall be replaced on an as-needed basis. Vegetation shall exist to no less than 90 percent of ground cover.
5. Regular maintenance shall also include annual inspection of all storm sewer systems including the piping system, manholes, and inlets. The inlet sumps shall be cleaned when sediment has accumulated within six inches of the pipe flow line. The piping system shall be cleaned, as necessary, to remove any accumulated sediments. The system shall be observed to ensure water is flowing and appears to be unobstructed.
6. When sediment in the wet detention pond has accumulated to an elevation of three feet below the outlet elevation, it must be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized.

**Storm Water Management Plan, Maintenance, and Management Inspection  
Checklist  
Prevea St. Nicholas Medical Office Building**

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

Time: \_\_\_\_\_

Inspector: \_\_\_\_\_

Maintenance Item	Satisfactory / Unsatisfactory	Comments
<b>1. Wet Detention Pond (Monthly, After Major Storms)</b>		
A. Pond		
1. Bank erosion		
2. Debris / trash accumulation		
3. Sediment accumulation		
B. Embankment		
1. Erosion or Slides		
2. Trees / brush growing on slopes		
3. Animal burrows		
4. Poor Grass Cover		
5. Crest settlement		
6. Excessive or cloudy seepage on downstream slope		
C. Inlet		
1. Debris in conveyance area		
2. Erosion or undercutting		
3. Inadequate riprap		
D. Outfall		
1. Obstructions or debris		
2. Excessive Siltation		
E. Downstream Area		
1. Erosion		
2. Debris / obstructions		

<b>2. Storm Sewer</b>		<b>(Annually)</b>	
<b>A. Pipe Condition</b>			
1. Free flowing			
2. Debris present			
3. Visible heaving or cracking of pipe			
<b>B. Inlets and Catch Basins</b>			
1. Accumulated sediment			
a. Sediment Depth, Flowline to sump			
2. Free of debris			
3. Concrete Structure condition			
4. Visible heaving or deterioration			

**Comments:**

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**Actions to be Taken:**

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**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Res. No. 159-18-19 by Alderperson Wolf authorizing the Director of Public Works to execute a Stormwater Facilities Maintenance Agreement between the City of Sheboygan and St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis regarding the Prevea St. Nicholas Medical Office Building project.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** January 11, 2018

**MEETING DATE:** January 15, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:** As part of the City of Sheboygan Stormwater ordinance all entities which create a stormwater facility on their property must have a maintenance agreement with the City of Sheboygan stating they will construct and maintain these facilities per the rules and regulations of the City of Sheboygan and WI DNR.

**STAFF COMMENTS:** This Stormwater Facility Maintenance Agreement is the standard agreement required for all entities per the City of Sheboygan Stormwater Ordinance and the WI DNR.

**ACTION REQUESTED:** Motion to approve Res. No. 159-18-19 authorizing the Director of Public Works to execute a Stormwater Facilities Maintenance Agreement between the City of Sheboygan and St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis regarding the Prevea St. Nicholas Medical Office Building project.

**ATTACHMENTS:**

- I. Res. No. 159-18-19
- II. Stormwater Facilities Maintenance Agreement

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Res. No. 160-18-19 by Alderperson Wolf authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.

---

**REPORT PREPARED BY:** David H Biebel, Directory of Public Works

---

**REPORT DATE:** January 11, 2019

**MEETING DATE:** January 15, 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

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**BACKGROUND / ANALYSIS:** This request is to lease approximately 30 acres of agricultural land that the City owns (the Poth property). David Gartman owns the farmland immediately adjacent to the Poth property and has leased these acres for several years. This is a yearly lease.

**STAFF COMMENTS:** The Poth property has recently been annexed but has no proposed development at this time. Mr. Gartman has been a good steward of this property and has frequently kept watch over the property on our behalf. Mr. Gartman leases the farmland at the market rate.

**ACTION REQUESTED:** Motion to recommend the Common Council approve Res. No. 160-18-19 authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr. to David Gartman.

**ATTACHMENTS:**

- I. Res. No. 160-18-19

III

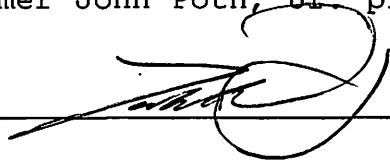
4.4

Res. No. 160 - 18 - 19. By Alderpersons Wolf and Sorenson.  
January 7, 2019.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2019 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the City of Sheboygan.

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

**LEASE AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

**IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:**

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 30 acres of tillable land located within certain agricultural property described as follows:

59281470988	S 1/2 OF S.W. S.W., Sec. 10	59281-470988/470989/ 472509 & 472510 <small>Parcel Ident. No.</small>
59281470989	S 1/2 of S.E. S.W., Sec. 10	
59281472509	W 1/2 of N.W. S.E., Sec. 10	
59281472510	N 1/2 of W 1/2 of S.W. S.E., Sec. 10	

All in T.14N., R.23E., City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2019 through December 31, 2019.

3. That the total rental rate for this parcel of land for 2019 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2019.

4. That the **LESSEE** shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least thirty (30) days written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**LESSEE**

**BY:** \_\_\_\_\_  
David L. Gartman

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF SHEBOYGAN (LESSOR)**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin  
City Clerk

Examined and Approved as to  
Form and Execution this \_\_\_\_  
day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Charles C. Adams  
City Attorney

This document is authorized by and in accordance with Res. No.  
-18-19.

III

Other Matters

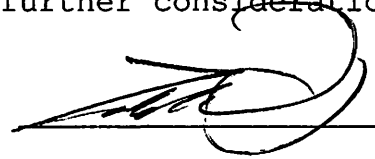
7.2

Res. No. 162 - 18 - 19. By Alderpersons Wolf and Sorenson.  
January 7, 2019.

A RESOLUTION authorizing advertising for bids for the Mead Public Library Plaza project.

RESOLVED: That the Engineering Division of the Department of Public Works is hereby authorized and directed on behalf of the Board of Public Works, to advertise for bids for the Mead Public Library Plaza renovation project by publishing a Class 2 Notice, under ch. 985, Wis. Stats., and by such other means as it deems desirable, according to the plans and specifications prepared by the City Engineer. No bid shall be received unless accompanied by a certified check or a bid bond equal to at least 5 percent but not more than 10 percent of the bid payable to the city as a guaranty that if the bid is accepted the bidder will execute and file the proper contract and bond within the time limited by the city. If the successful bidder so files the contract and bond, upon the execution of the contract by the city the check shall be returned. In case the successful bidder fails to file such contract and bond the amount of the check or bid bond shall be forfeited to the city as liquidated damages. The notice published shall inform bidders of this requirement. Upon receipt of bids, the City Engineer shall submit a resume of bids received and accepted to the Common Council for further consideration.

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

# MEAD LIBRARY PLAZA

DECEMBER 21, 2018

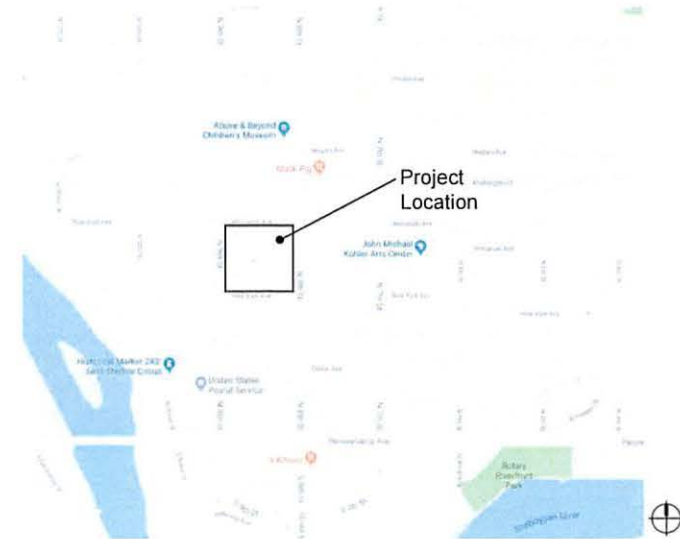
City of Sheboygan, Wisconsin

710 N 8th Street  
Sheboygan, WI 53081

Sheet Index

Sheet No.	Sheet Title
L000	COVER SHEET
L001	GENERAL NOTES
L002	EXISTING CONDITIONS
L100	DEMOLITION & EROSION CONTROL PLAN
L200	SITE PLAN
L300	GRADING AND UTILITY PLAN
L400	ELECTRICAL PLAN
L500	LANDSCAPE PLAN
L600	DETAILS
L601	DETAILS
L602	DETAILS
L603	DETAILS
L604	DETAILS
L605	DETAILS
L606	DETAILS - ALT #1

Location Map



Revision \_\_\_\_\_ Date \_\_\_\_\_

Project Name \_\_\_\_\_

MEAD LIBRARY  
CONCEPT  
DESIGN

NOT FOR  
CONSTRUCTION

City of Sheboygan  
Dept. of Public Works  
2026 New Jersey Ave.  
Sheboygan, WI 53081

Drawn By: RS  
Checked By: BM  
File:  
Issued For: 90% Review  
Issue Date: 12/21/2018  
Project No: 52-0642.00

Sheet Title  
COVER SHEET

Sheet Number

# L000



**GENERAL SITE WORK NOTES:**

1. ALL ROADWAY CONSTRUCTION, IF NEEDED, SHALL CONFORM TO THE WISCONSIN DEPARTMENT OF TRANSPORTATION 2018 STANDARD SPECIFICATIONS, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE SPECIFICATIONS FOR CONSTRUCTION IN THE CITY OF SHEBOYGAN, WISCONSIN; IN CASE OF CONFLICT, THE CITY OF SHEBOYGAN SHALL TAKE PRECEDENCE.
2. ALL STORM SEWER, SANITARY SEWER, AND WATER MAIN CONSTRUCTION SHALL CONFORM TO THE SPECIFICATIONS FOR CONSTRUCTION IN THE CITY OF SHEBOYGAN, UNLESS OTHERWISE NOTED ON THE PLANS.
3. STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND RECURRING SPECIAL PROVISIONS, CONSTRUCTION PLANS, AND SUBSEQUENT DETAILS ARE ALL TO BE CONSIDERED AS PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED, BUT ARE CONSIDERED A PART OF THIS CONTRACT.
4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS BEFORE CONSTRUCTION BEGINS.
5. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE NATURE AND STATUS OF ALL UTILITY RELOCATION WORK PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ENSURE THAT CONSTRUCTION OPERATIONS DO NOT INTERFERE WITH UTILITY FACILITIES AND RELOCATION WORK. THE SCHEDULE SHOULD REFLECT CONSTRUCTION SEQUENCING THAT COORDINATES WITH ALL UTILITY RELOCATION WORK. THE CONTRACTOR SHALL BE REQUIRED TO ADJUST THE ORDER OF ITS REVISED SCHEDULE(S) IN COMPLIANCE THEREWITH AS DIRECTED BY THE OWNER. THE OWNER AND ENGINEER SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY OPERATION REQUIRING COOPERATION WITH OTHERS. THE CONTRACTOR HAS THE RESPONSIBILITY TO CONFIRM OR ESTABLISH THE EXISTENCE OF ALL UTILITY FACILITIES AND THEIR EXACT LOCATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED BY THE CONTRACTOR AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
6. NO CONSTRUCTION PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION" PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE SURVEYOR'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES WITH WHAT IS SHOWN ON THE CONSTRUCTION PLANS, CONTRACTOR MUST IMMEDIATELY REPORT SAME TO THE SURVEYOR OR ENGINEER BEFORE DOING ANY WORK. OTHERWISE, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS, AND/OR SPECIAL DETAILS. THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT CONTRACTOR'S OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTIONS ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
7. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE OWNER AND ENGINEER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
8. ALL FRAMES AND LIDS FOR STORM AND SANITARY SEWERS, VALVE VAULT COVERS, FIRE HYDRANTS, AND B-BOXES ARE TO BE ADJUSTED TO MEET FINISHED GRADE. THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE CITY UPON FINAL INSPECTION OF THE PROJECT.
9. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND CONTRACTOR'S SURETY FOR LENGTH SPECIFIED IN THE GENERAL CONDITIONS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD.
10. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB PER OSHA REGULATIONS.
11. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE PROPER BARRICADING, WARNING DEVICES, AND THE SAFE MANAGEMENT OF TRAFFIC WITHIN THE AREA OF CONSTRUCTION. ALL SUCH DEVICES AND THEIR INSTALLATION SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, LATEST EDITION, AND IN ACCORDANCE WITH LOCAL MUNICIPAL CODES.
12. THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL, AND GREASE RESIDUE, MACHINERY, TOOLS, AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEANUP, AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED.
13. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN INSPECTED AND APPROVED AS REQUIRED BY THE OWNER AND ENTITY THAT HAS JURISDICTION OVER THE WORK.
14. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT, AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNLESS A PAY ITEM IS LISTED ON THE BID LIST.
15. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.
16. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF AN APPROVED LANDSCAPE ARCHITECT OR ARBORIST AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION. ALL LIMBS, BRANCHES, AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE AT CONTRACTOR'S OWN EXPENSE.
17. THE TRENCHES FOR PIPE INSTALLATION SHALL BE KEPT DRY AT ALL TIMES DURING PIPE PLACEMENT. APPROPRIATE FACILITIES TO MAINTAIN THE DRY TRENCH SHALL BE PROVIDED BY THE CONTRACTOR, AND THE COST OF SUCH SHALL BE INCIDENTAL TO THE UNIT PRICE BID FOR THE ITEM. PLANS FOR THE SITE DEWATERING, IF EMPLOYED, SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR DEWATERING DURING CONSTRUCTION UNLESS APPROVED IN WRITING BY THE OWNER.

18. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH NPDES STANDARDS FOR SOIL EROSION AND SEDIMENTATION CONTROL AND SHALL BE MAINTAINED BY THE CONTRACTOR AND REMAIN IN PLACE UNTIL THE NOTICE OF TERMINATION HAS BEEN OBTAINED. THE CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS TO THE EROSION CONTROL TO STAY IN COMPLIANCE WITH THE NPDES PERMIT. THESE ADJUSTMENTS MAY BE MADE TO ACCOMMODATE PHASED CONSTRUCTION AND/OR SPECIFIC SITE CONDITIONS.
19. THE CONTRACTOR SHALL PREPARE RECORD DRAWINGS AND MAKE THE NECESSARY SUBMITTALS TO THE ENGINEER. SAID PLANS SHALL INDICATE THE FINAL LOCATION AND LAYOUT OF ALL IMPROVEMENTS, INCLUDING VERIFICATION OF ALL CONCRETE PADS, INVERT, RIM, AND SPOT GRADE ELEVATIONS, AND INCORPORATE ALL FIELD DESIGN CHANGES APPROVED BY THE OWNER.
20. THE CONTRACTOR SHALL VIDEOTAPE THE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS.
21. ALL TESTING SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE CONTRACTOR. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW AND APPROVAL.
22. THE PAVEMENT SHALL BE KEPT FREE OF MUD AND DEBRIS AT ALL TIMES.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OFFSITE OF ANY EXISTING PAVEMENT AND STRUCTURES REMOVED.
24. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION SURVEYING.
25. ALL EXISTING TRAFFIC AND STREET SIGNS DISTURBED SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR AND TO THE CITY OF SHEBOYGAN STANDARDS.
26. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE HANDICAPPED ROUTES (PER A.D.A. AND T.A.S.) EXIST TO AND FROM THE SITE FROM ALL EXISTING HANDICAPPED ROUTES ADJACENT TO THE SITE. IN NO CASE SHALL HANDICAP RAMP SLOPES EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 1.5 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5.0 PERCENT. CONTRACTOR SHALL CONTACT ARCHITECT AND ENGINEER PRIOR TO PAVING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR A.D.A. COMPLIANCE ISSUES.

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Professional Seal

Revision \_\_\_\_\_ Date \_\_\_\_\_

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MEAD LIBRARY  
CONCEPT  
DESIGN

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CONSTRUCTION

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Dept. of Public Works  
2025 New Jersey Ave.  
Sheboygan, WI 53081

Drawn By: RS  
Checked By: BM  
File:  
Issued For: 90% Review  
Issue Date: 12/21/2018  
Project No. 52-0642.00

Sheet Title  
GENERAL NOTES

Sheet Number

L001

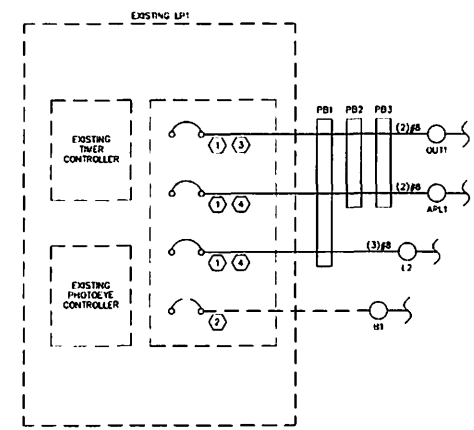
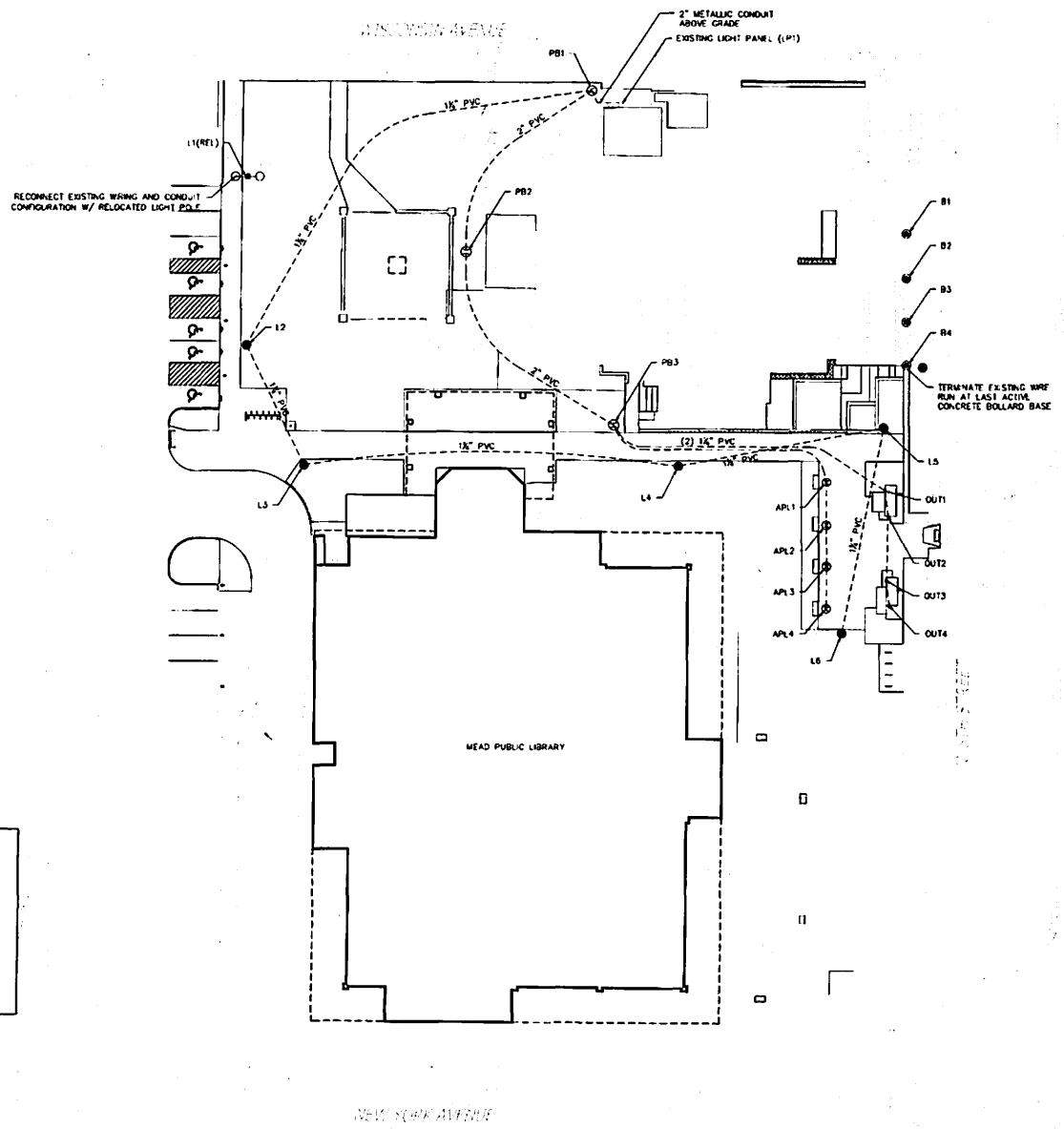








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- ① NEW BREAKER AND CIRCUIT
  - ② EXISTING CIRCUIT
  - ③ WIRE WITH EXISTING TIMER CONTROL
  - ④ WIRE WITH EXISTING PHOTOEYE CONTROL
  - ⑤ #12 WIRING UP THE POLE AND TO LUMINAIRE
- PARTIAL ONE LINE DIAGRAM**

- CONDUIT
- ⊗ 24" x 36" PULL BOX
- ⊗ CONTROL CABINET
- ⊙ P.O.L.T. WITH SINGLE LUMINAIRE (BOLLARDS)
- POST TOP SINGLE LUMINAIRE
- ⊗ ART PANEL LIGHT (ALTERNATE 1)
- ⊙ GFI OUTLET
- ◇ JUNCTION BOX

- NOTES**
- BOLLARDS WILL BE INSTALLED ON EXISTING CONCRETE BASES, USING EXISTING WIRING
  - CONNECT TO EXISTING UNDERGROUND WIRING FOR BOLLARDS
  - LI(REL) WILL BE INSTALLED USING A RELOCATED EXISTING LIGHT POLE AND LUMINAIRE.
  - ART PANEL LIGHTS, INCLUDING CONDUIT AND WIRING WILL BE INCLUDED WITH ALTERNATE 1
  - ALL NEW WIRING WILL BE CONNECTED TO EXISTING LIGHTING PANEL (LP1).
  - ALL WIRING SHALL BE #12 WIRING
  - CONDUIT BETWEEN LP1 AND PB1 WILL BE RUN ABOVE GRADE WITH METALLIC CONDUIT. ROUTING LAYOUT BETWEEN LP1 AND PB1 WILL BE DETERMINED IN THE FIELD.
  - PROVIDE FULL FUNCTIONAL SYSTEM. COMPLY WITH ALL NEC, STATE, AND LOCAL CODES.

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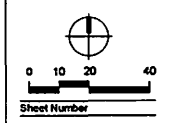
**MEAD LIBRARY  
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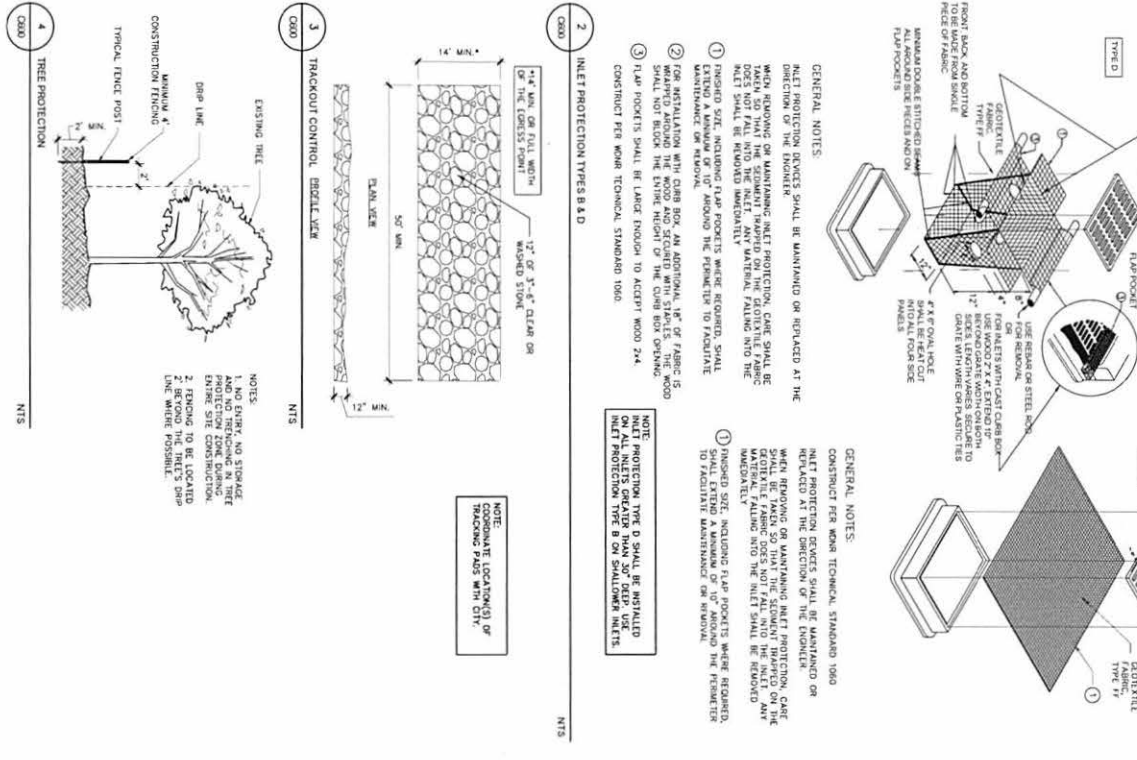
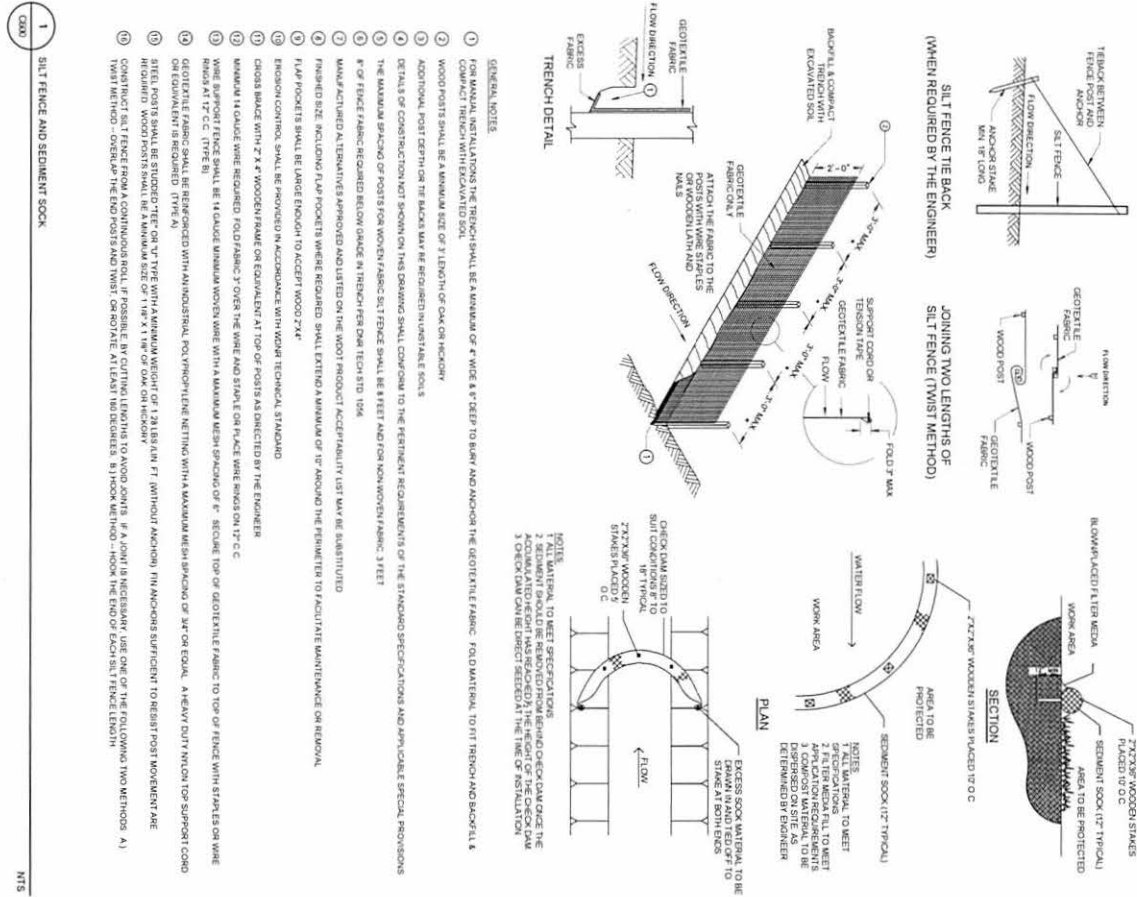
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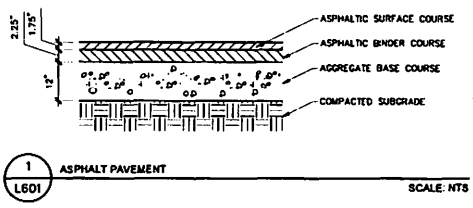
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**ELECTRICAL PLAN**



**L400**

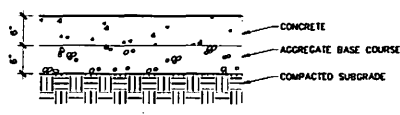




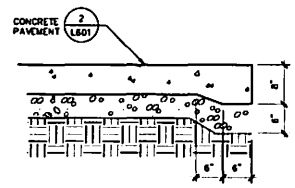


1 ASPHALT PAVEMENT  
L601 SCALE: NTS

NOTES:  
1. MEDIUM BROOM FINISH, PERPENDICULAR TO DIRECTION OF TRAVEL, UNLESS OTHERWISE STATED.  
2. PROVIDE EXPANSION JOINTS 30' ALL WAYS, MEDIUM BROOM.  
3. SEE PLANS FOR SCORING

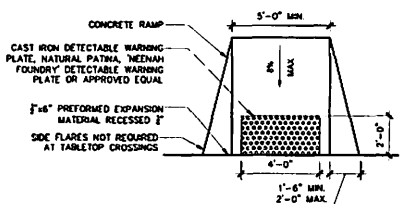
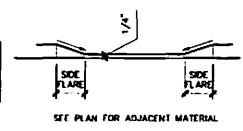


2 CONCRETE PAVEMENT  
L601 SCALE: NTS

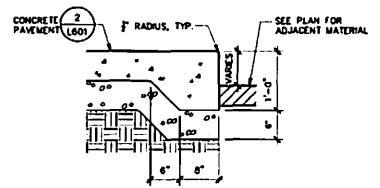


3 THICKENED CONCRETE  
L601 SCALE: NTS

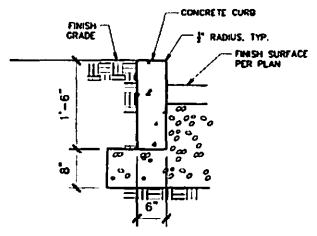
NOTES:  
1. NO MASONITE TO BE USED FOR FORMS  
2. SIDEWALK TO BE THOROUGHLY SPADED  
3. EXPANSION MATERIAL SHALL NOT BE USED AS FORMS



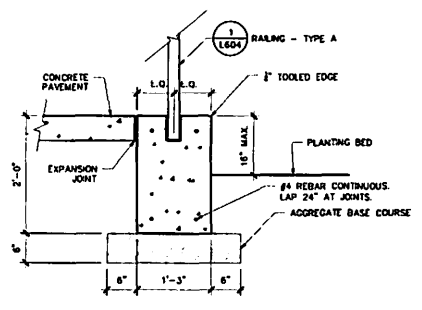
4 ADA ACCESSIBLE RAMP  
L601 SCALE: NTS



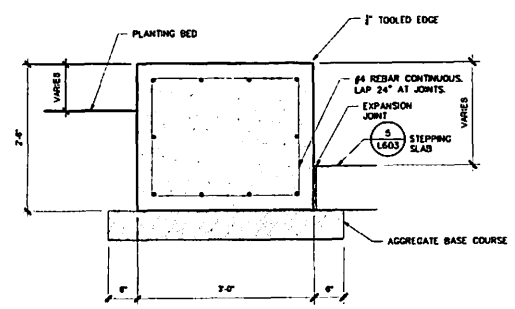
5 INTEGRAL CURB  
L601 SCALE 1\"/>



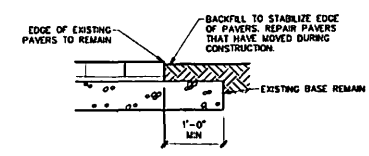
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7 15\"/>

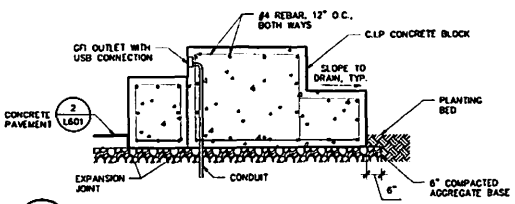
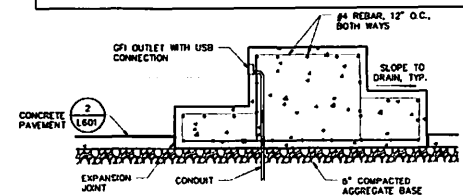


8 CONCRETE BLOCK AT STEPPING SLABS  
L601 NTS



9 EDGE OF EXISTING PAVERS TO REMAIN  
L601 NTS

GENERAL NOTES:  
1. MINIMUM CLEAR COVER SHALL BE 3-INCHES U.N.D.  
2. LAP SPLICES NOT SHOWN, PROVIDE STANDARD A.C.I. LAP SPLICES AS NEEDED.  
3. THE NUMBER OF BARS CALLED OUT IN NOTES SUPERSEDES THE NUMBER OF BARS SHOWN ON DETAILS.  
4. FACE OF BLOCKS TO HAVE BOARD FORMED FINISH, FRESH TOPS TO MATCH EXISTING FOUNDATION CONCRETE APPEARANCE.  
5. SLOPE TOP OF BLOCKS TO DRAIN, MAXIMUM SLOPE: 2 OR



10 SEAT BLOCK - TYPICAL SECTIONS  
L601 SCALE 1\"/>

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MEAD LIBRARY  
CONCEPT  
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Dept. of Public Works  
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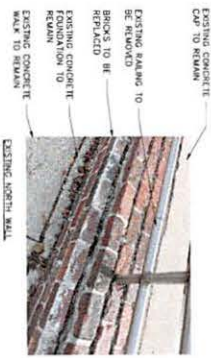
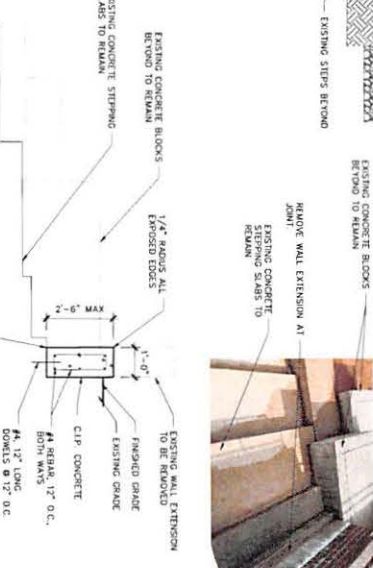
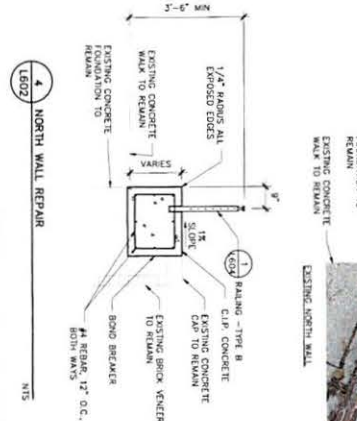
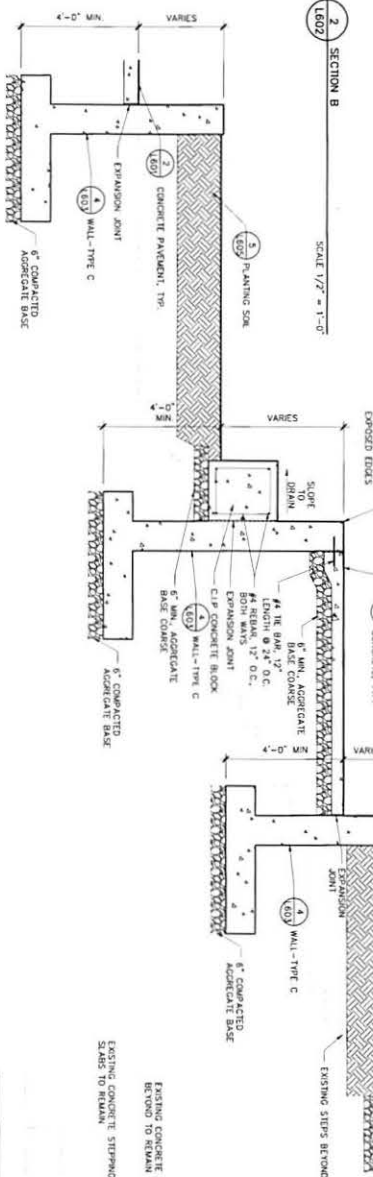
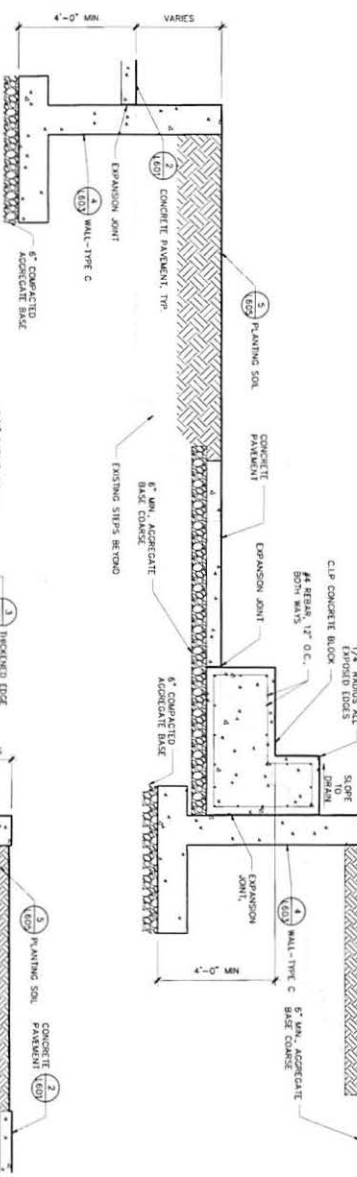
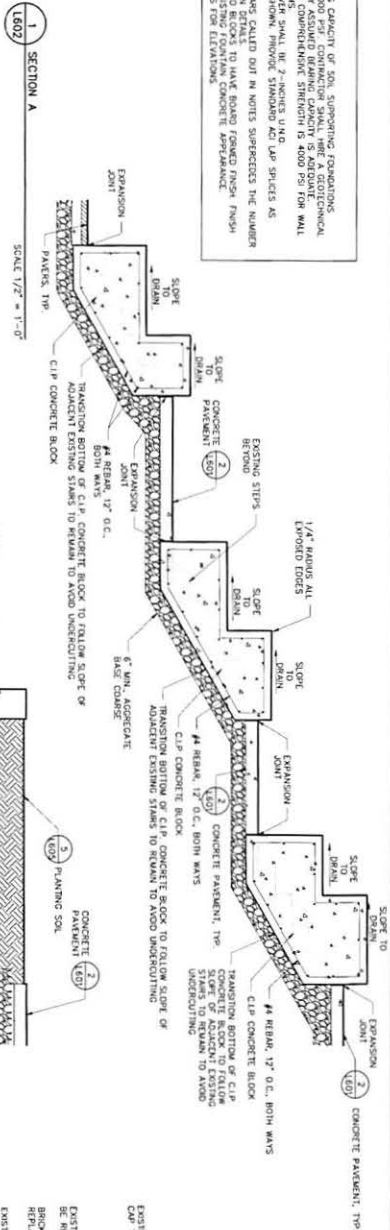
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Checked By: BM  
File:  
Issue For: 90% Review  
Issue Date: 12/21/2018  
Project No. 52-0642.00

Sheet Title  
DETAILS

Sheet Number

L601

- GENERAL NOTES:**
1. ALLOWABLE BEARING CAPACITY OF SOIL SUPPORTING FOUNDATIONS SHALL BE DETERMINED BY A REGISTERED PROFESSIONAL ENGINEER TO VERIFY ASSUMED BEARING CAPACITY IS ADEQUATE.
  2. FINISH CONCRETE COMPRESSIVE STRENGTH IS 4000 PSI FOR WALL.
  3. MINIMUM CLEAR COVER SHALL BE 2-INCHES UNLESS OTHERWISE SPECIFIED.
  4. REINFORCING BARS SHALL BE #4 REBAR UNLESS OTHERWISE SPECIFIED.
  5. THE NUMBER OF BARS CALLED OUT IN NOTES SUPERSEDES THE NUMBER OF BARS SHOWN ON DRAWING.
  6. FACE OF WALLS AND BLOCKS TO HAVE BOARD FORMED FINISH UNLESS OTHERWISE NOTED.
  7. SEE DRAWING PLANS FOR ELEVATION.



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**MEAD LIBRARY CONCEPT DESIGN**

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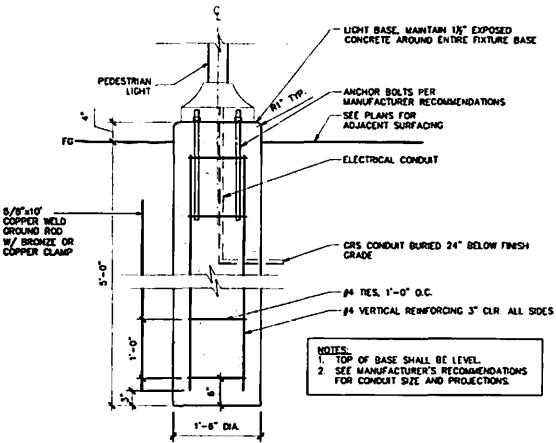
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 Checked By: **DS**  
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 Issue Date: 12/21/2018  
 Project No: 52-0642-00

Sheet Title: **DETAILS**

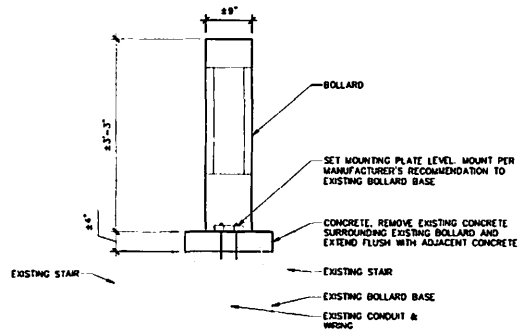
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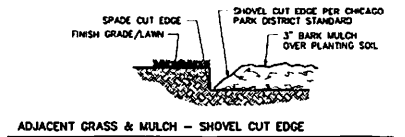
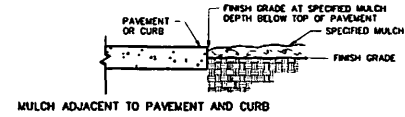
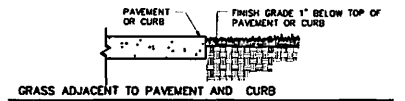




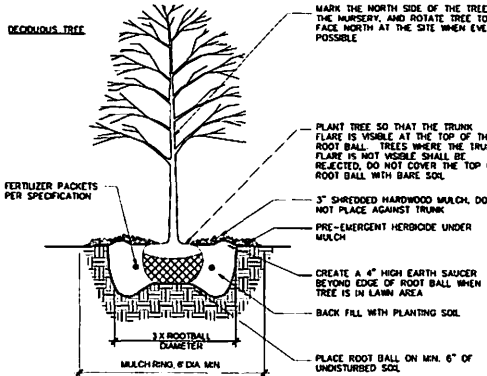
1 LIGHT  
L605 NTS



2 BOLLARD  
L605 NTS

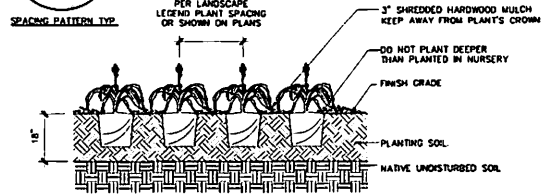
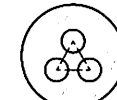


3 LANDSCAPE BED EDGING  
L605 NTS



- NOTES:**
- DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
  - STAKE TREES ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT
  - WRAP TREE TRUNKS ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT
  - REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM TOP AND SIDES OF ROOT BALL.

4 DECIDUOUS TREE PLANTING  
L605 NTS



5 PLANTING BED / PERENNIAL PLANTING DETAIL  
L605 NTS

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L605

Revision	Date

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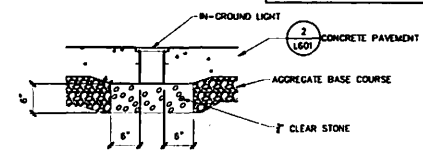
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Sheet Title  
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 ALTERNATE 1

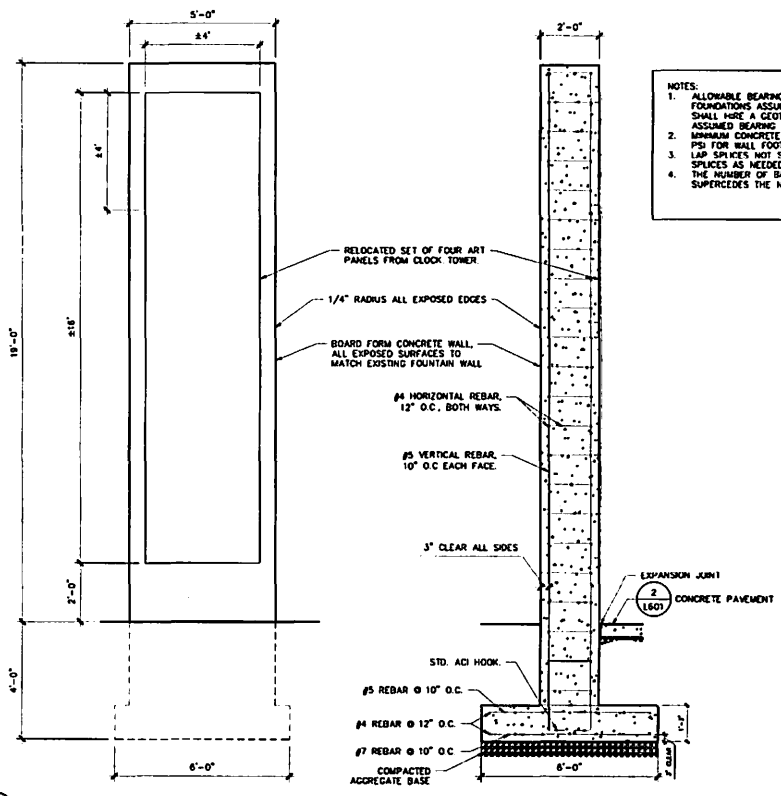
Sheet Number

**L606**

RECOMMENDATIONS  
 2. SEE ELECTRICAL PLAN FOR CONDUIT.



1 IN-GROUND LIGHT - ALT. #1  
 SCALE 1"=1'-0"



NOTES:  
 1. ALLOWABLE BEARING CAPACITY OF SOIL SUPPORTING FOUNDATIONS ASSUMED TO BE 3000 PSF. CONTRACTOR SHALL HIRE A GEOTECHNICAL ENGINEER TO VERIFY ASSUMED BEARING CAPACITY IS ADEQUATE.  
 2. MINIMUM CONCRETE COMPRESSIVE STRENGTH IS 4000 PSI FOR WALL, FOOTINGS AND STEMS.  
 3. LAP SPLICES NOT SHOWN PROVIDE STANDARD ACI LAP SPLICES AS NEEDED.  
 4. THE NUMBER OF BARS CALLED OUT IN NOTES SUPERCEDES THE NUMBER OF BARS SHOWN ON DETAILS.

2 ART PANEL - Alt #1  
 SCALE 1/2"=1'-0"

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**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Res. No. 162-18-19 by Alderperson Wolf authorizing advertising for bids for the Mead Public Library Plaza project.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

---

**REPORT DATE:** January 11, 2019

**MEETING DATE:** January 15, 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:** The Department of Public Works has developed plans and specifications to modify the Mead Public Library Plaza and the parking lot at the Mead Public Library. This project will consist of the removal of the bricks on the east side of the library, creating more green space. This project will also consist of new outdoor seating areas, LED lighting, a new handrail and the repair of the plaza brick wall on the north side of the plaza adjacent to Wisconsin Avenue. The handicap parking stalls and book drop off area on the west side of the library will also be modified to improve safety and overall function of the parking lot. Also as part of this project, there will be an alternate bid for the removal of the clock tower and the relocation of the art panels associated with this clock tower.

**STAFF COMMENTS:** This resolution is requesting approval from the City of Sheboygan Common Council to have the Department of Public Works solicit bids from potential contractors for this work. Once bids are received in early February they will be submitted to the Public Works Committee for their review.

**ACTION REQUESTED:** Motion to recommend the Common Council approve Res. No. 162-18-19 authorizing advertising for bids for the Mead Public Library Plaza project.

**ATTACHMENTS:**

- I. Res. No. 162-18-19
- II. Mead Public Library Plaza Construction Documents.

	2018 1st Quarter	2018 2nd Quarter	2018 3rd Quarter	2018 4th Quarter	YTD
<b>Street Repair &amp; Maintenance</b>					
Crack and joint filling footages (LF)	0	30734	2350	0	33,084
Yards of concrete installed	101.5	350	511.4	385.5	1348.4
Tons of asphalt installed	0	3495.54	5444	2580.32	11,519.86
Potholes - cold mix tons	53.75	9.75	0	9	72.5
Potholes - hot mix tons	0	112.71	103	16.69	232.4
Asphalt Overlay (Tons)	0	3373.08	5341.18	2554.63	11,268.89
<b>Street Cleaning</b>					
Debris removed (tons)	82.79	399.82	238	2.59	723.2
Curb miles streets swept	160	1522	1309	1879	4,870
<b>Sanitary Sewer</b>					
Number of manholes replaced	2	12	12	8	34
Sanitary sewer jetting footages (LF)	333194.7	166023.4	118670	140525	758,413.10
Sanitary sewer televising footages (LF)	14063.03	4653	5464	9943	34,123.03
Total Backwater Calls	22	10	11	9	52
Sewer backup calls - lateral plugged	15	8	9	9	41
Sewer backup calls - main plugged	7	2	2	0	11
<b>Storm Sewer</b>					
Catch basins debris removed (tons)	40.57	117.9	166.00	13	337.78
Storm sewer jetting footages (LF)	8857.1	3616	2,670.00	0	15,143.1
Storm sewer televising footages (LF)	6159.4	3416	2,670.00	0	12,245.4
Number of catch basins replaced	1	6	15	0	22
Number of storm manholes replaced	0	2	9	0	11
Storm Sewer Pipe Replaced (LF)	14	300	575.00	0	889

	2018 1st Quarter	2018 2nd Quarter	2018 3rd Quarter	2018 4th Quarter	YTD
<b>Sanitation &amp; Recycling Curbside Collection</b>					
Garbage collected (tons)	3097.83	3729.31	2900.34	3777.99	13,505.47
Recycling collected (tons)	820.54	904.65	895.85	961.3	3,582.34
Material recovery rate %	26.5%	24.3%	30.5%	25.4%	26.7%
Nuisance notices issues (weeds notice)	0	129	96	1	226
Number of lots cut by city contractor	0	14	12	0	26
<b>Recycling Center</b>					
Yard waste hauled (tons)	122.32	1145.36	792.3	770.2	2,830.18
Tire disposal	14	59	44	65	182
Scrap metals collected (tons)	38.865	48.75775	78.33	68.86	234.81
Oil collected (gallons)	1150	4075	3150	2325	10,700
Branch grinding (dollars)	\$2,700.00	\$6,200.00	\$6,200.00	\$2,790.00	\$17,890.00
Leaf Collection Tons	0	0	0	1734	1,734
<b>Snow</b>					
Events	9	2	0	4	15
Duration (hours)	163.5	57.5	0	32.5	253.50
Precipitation (inches)	31	11	0	5.5	47.50
Hours	2222.5	831.5	0	370	3,424
Salt Usage (tons)	1833.5	755	0	336.5	2,925
<b>Motor Vehicle</b>					
Completed work orders	207	298	337	257	1,099
Preventative maintenance completion %	78.0%	61.0%	66.0%	72.0%	69.3%
Vehicle maintenance budget used %	22.0%	18.0%	26.0%	31.0%	97.0%
Contracted services budget used %	3.0%	25.0%	32.0%	34.0%	94.0%

	2018 1st Quarter	2018 2nd Quarter	2018 3rd Quarter	2018 4th Quarter	YTD
<b>City Forestry</b>					
Trees Planted	0	21	0	0	21
Trees Trimmed	757	441	421	253	1,872
Trees Removed	208	156	94	152	610
Stump Removals	1	159	275	67	502
Treated Ash Trees	0	446	806	0	1,252
Citizen Tree Concern	0	121	226	54	401
<b>Park Shelter Rentals</b>					
Number of paid rentals	286	243	216	184	929
Park reservation revenues	\$36,483	\$25,845	\$18,759	\$26,865	\$107,953
<b>Park Maintenance Repairs/Painting</b>					
Grills	0	0	3	0	3
Combo Picnic Tables	0	0	4	0	4
Straight Tables	0	0	0	0	0
Garbage Receptacles	0	0	1	0	1
Park Signs	0	0	1	0	1
New Combo Picnic Tables	0	0	0	0	0
Garbage Collected (Tons)	0	62.93	77.14	0	140.07
Beach Refuse (Tons)	0	40.35	9.96	23.38	73.69
Straight Benches	10	0	0	0	10
<b>Park Rentals</b>					
Events	1	9	34	0	44
Combo Picnic Tables	0	146	410	0	556
Straight Tables 10'	20	113	175	0	308
Straight Benches 10'	16	130	46	0	192
Bench 4'	0	19	76	0	95
Trash Receptacles	0	120	261	0	381
Stage	1	3	8	0	12
Grills	0	18	17	2	37
Chair Trailer, 320	0	2	3	0	5
Dance Floor	0	1	8	0	9
<b>Wildwood Cemetery</b>					
Full Burials	10	10	11	8	39
Cremins	0	12	15	8	35
Baby	1	2	0	0	3
Graves Sold	8	16	11	21	56

	2018 1st Quarter	2018 2nd Quarter	2018 3rd Quarter	2018 4th Quarter	YTD
<b>Wastewater Treatment Plant</b>					
Total Precipitation (in)	5.04	12	14.9	10.91	42.85
Total Wastewater Treated (MG)	742	1090	987	1062612	1,065,431
Total Influent CBOD5 Loading (lbs)	1191032	1205890	1120050	1096473	4,613,445
Total Influent TSS Loading (lbs)	1273514	1691701	1711414	1829359	6,505,988
Total Influent Ammonia Loading (lbs)	156853	151039	141730	118655	568,277
Total Influent Phosphorus Loading (lbs)	27116	30200	31942	34218	123,476
Average CBOD5 Removal Efficiency (%)	98.6%	98.2%	98.2%	98.2%	98.3%
Average TSS Removal Efficiency (%)	98.2%	97.9%	98.6%	98.0%	98.2%
Average Ammonia Removal Efficiency (%)	93.8%	93.3%	97.4%	96.0%	95.1%
Average Phosphorus Removal Efficiency (%)	88.7%	86.1%	87.9%	89.1%	88.0%
Average CBOD5 Discharged (mg/L)	2.6	2.2	2.173	2.2	2.293
Average TSS Discharged (mg/L)	3.6	3.7	2.654	3.6	3.389
Average Phosphorus Discharged (mg/L)	0.5	0.47	0.471	0.4	0.460
Average Ammonia Discharged (mg/L)	1.5	1.13	0.577	0.61	0.954
Average Effluent Mercury Concentration (ng/L)	0.83	0.71	0.86	0.85	0.813
Average Effluent Arsenic Concentration (ug/L)	<0.28	0	0.91	0	0.303
Biogas Produced (cu ft)	0	11986846	11172323	10731519	33,890,688
Total Plant Electrical Power Generated (kWh)	46876	56628	83634	60953	248,091
Electricity Purchased (kWh)	1449451	1763402	1643794	1566182	6,422,829
Total Plant Electrical Power Generated (%)	3.0%	3.2%	4.8%	3.8%	3.7%
Natural Gas Consumed (therms)	43332.9	18990	22331	30252	114,906
Total Dried Biosolids Produced (lbs)	254,500	965000	1018620	557880	2,796,000
Total Liquid Biosolids Hauled (gal)	0	0	0	0	0
<b>Notes:</b>					
New Influent Flow Meters in 2016	0	0	0	0	0
Prior to 2016, Influent BOD5 was analyzed vs CBOD5	0	0	0	0	0
Dried Biosolids Produced = PortALogic Data (Total Loadout during Quarter)	0	0	0	0	0
Liquid Biosolids Hauled = PortALogic Data (Total Loadout during Quarter)	0	0	0	0	0
Electricity and Natural Gas Purchased data from Invoices	0	0	0	0	0
Electricity Generated from HachWIMS	0	0	0	0	0
<b>Pretreatment &amp; Laboratory</b>					

Significant Industrial Users Semi-Annual Monitoring Complete (%)	20.0%	80.0%	50.0%	50.0%	200.0%
Significant Industrial Users issued Notice of Non-Compliance (NON)	2	1	2	0	5
Significant Industrial Users Annual Site Inspection Completed (%)	0.0%	20.0%	33.0%	40.0%	93.0%
Number of SIU Permits Issued or Renewed	2	2	0	0	4
Community Annual Monitoring Inspections (%)	0.0%	100.0%	0.0%	0.0%	100.0%
Sewer Surcharge Facilities Quarterly Monitoring Completed (%)	100.0%	100.0%	100.0%	100.0%	100.0%
Number of Samples Analyzed by Sheboygan WWTF Laboratory	9	5	5	4	23
<b>Waste Water Treatment Plant Maintenance</b>					
Number of Closed Work Orders	301	379	372	318	1,370

	2018 1st Quarter	2018 2nd Quarter	2018 3rd Quarter	2018 4th Quarter	YTD
<b>Street Light Knockdowns</b>					
Street Lights Damaged	7	5	4	3	19
Material Used	\$22,596.20	\$10,975.15	\$3,853.97	\$10,568.01	\$47,993.33
Labor	\$4,980.00	\$2,920.00	\$1,470.00	\$2,250.00	\$11,620.00
Equipment Rental	\$5,405.00	\$2,925.00	\$1,760.00	\$2,805.00	\$12,895.00
<b>Traffic Signal Knockdowns</b>					
Traffic Signals Damaged	10	5	4	6	25
Material Used	\$8,356.41	\$8,062.87	\$8,987.99	\$9,579.84	\$34,987.11
Labor	\$4,690.00	\$4,130.00	\$5,895.00	\$6,725.00	\$21,440.00
Equipment Rental	\$4,710.00	\$4,310.00	\$6,845.00	\$6,325.00	\$22,190.00
<b>Traffic Signage</b>					
Traffic Signs Installed/Removed	142	134	285	286	847
Traffic Signs Constructed	281	153	164	91	689
Specialized Sign Project	142	87	861	45	1135
<b>Painted Street Markings</b>					
Centerline Painting (miles)	0	0	74.6	2.1	76.7
Crosswalks Painted	0	156	690	60	906
Traffic Arrows/Stop Bars Painted	0	369	323	20	712
<b>Snow Removal Damage</b>					
Damaged Mailbox Repaired/Replaced	19	26	0	1	46

<b>2018 Capital Improvement Projects</b>	<b>Contract Amount</b>	<b>Contract Approved</b>	<b>Construction Start Date</b>	<b>Construction Comp. Date</b>
2018 Streets Improvement Program	\$2,420,317.28	5/7/2018	6/11/2018	10/19/2019
2018 Sidewalk Program and Washington Avenue Sidewalk	\$142,639.50	4/16/2018	7/25/2018	9/21/2018
Concord Drive Storm Sewer Extension	\$116,720.27	5/7/2018	9/6/2018	10/23/2018
Wilson Avenue Outfall	\$125,677.30	5/7/2018	9/17/2018	10/23/2018
N. 3rd Forcemain Replacement	\$423,805.83	3/19/2018	4/10/2018	6/30/2018
Business Center Expansion	\$10,528,444.15	4/4/2018	5/1/2018	Pending
Taylor Drive Reconstruction	\$1,250,132.35	4/16/2018	6/11/2018	Pending
S. Taylor Drive Sanitary Sewer Extension and Turn Lane	\$246,078.00	5/21/2018	10/8/2018	11/16/2018
2018 Miscellaneous Sewer Lining	\$119,734.00	5/21/2018	7/20/2018	9/21/2018
2018 Capital Improvement Televising	\$97,116.00	9/4/2018	9/17/2018	11/2/2018
Mini-Sewer (27th Street)	\$9,090.00	6/1/2018	6/18/2018	7/27/2018
Mini-Sewer (17th Street)	\$5,215.50	6/1/2018	6/18/2018	7/27/2018

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Quarterly benchmarks

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

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**REPORT DATE:** January 8, 2019

**MEETING DATE:** January 15, 2019

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**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

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**BACKGROUND / ANALYSIS:** The benchmark measurements for the Department of Public Works for the period commencing September 30, 2018, and ending December 31, 2018, is presented for information and discussion.

**STAFF COMMENTS:** The benchmark report encompasses information from Streets & Sanitation, Motor Vehicle, Parks & Forestry, Facilities & Traffic, Engineering, and Wastewater. Based on the information being reported, 2018 was a successful and productive year for the Department of Public Works.

**ACTION REQUESTED:** For informational purposes only.

**ATTACHMENTS:**

- I. Report of benchmark measurements

## Streets, Alleys, and Sidewalks

	2016 Actual	2017 Actual	YTD 12/31/18	2018 Goals
<b>Measurements</b>				
<b>Workload</b>				
Crack and Joint Filling Footages (LF)	0	0	33,084	22,000
Yards of Concrete Installed	0	0	1348.4	101.5
Tons of Asphalt Installed	0	0	11,519.86	9,000
Potholes – Cold Mix (Tons)	69.9	76.5	72.5	130
Potholes – Hot Mix (Tons)	0	0	232.4	170
<b>Effectiveness</b>				
Increase PASER rating	5.93	6.20	6.20	6.25
Increase linear footage of streets on regular crack and joint fill schedule	17,094	15,100	33,084	25,000
Respond to pothole repair requests within two days	3.5	1.6	1.6	1

## Parks

	2016 Actual	2017 Actual	YTD 12/31/18	2018 Goals
<b>Measurements</b>				
<b>Workload</b>				
Number of Parks	36	36	36	36
Acres of Public Land	705	705	705	705
Miles of Paved Off-Road Trails	7.17	9.61	9.61	9.61
New Trees Planted in Parks	0	0	21	60

## Forestry

	2016 Actual	2017 Actual	YTD 12/31/18	2018 Goals
<b>Measurements</b>				
<b>Workload</b>				
Trees Planted	0	0	21	500
Trees Removed	121	182	610	600
Trees Elevated	600	601	1872	2,000
<b>Effectiveness</b>				
Tree City USA Designation	Yes	Yes	Yes	Yes

## Traffic Control Signs

	2016 Actual	2017 Actual	YTD 12/31/18	2018 Goals
<b>Measurements</b>				
<b>Workload</b>				
Number of Signs Replaced	210	129	847	1,010
Number of New Signs	377	425	689	1,300
Damaged Mailboxes Repaired/Replaced	34	33	46	
Traffic Arrow/Stop-Bars/Crosswalk Painted	0	0	712	1,700

## Motor Vehicle

	2016 Actual	2017 Actual	YTD 12/31/18	2018 Goals
<b>Measurements</b>				
<b>Workload</b>				
Preventive Maintenance Completion Rate	0	85.5%	69.3%	85%

## Engineering

	2016 Actual	2017 Actual	YTD 12/31/18	2018 Goals
<b>Measurements</b>				
<b>Workload</b>				
Budget Expenditures vs Actual Expenditures	100%	100%	100%	100%
Review of plans within two weeks of submission	75%	96%	100%	100%

## Wastewater

	2016 Actual	2017 Actual	YTD 12/31/18	2018 Goals
<b>Measurements</b>				
<b>Effectiveness</b>				
Number of Violations of WPDES Permit Limits	0	0	0	0
CMAR Score	4	4	3.38	4
Percent Electrical Power Produced	67%	60%	18.5%	65%

	2015 4th Quarter	2016 4th Quarter	2017 4th Quarter	2018 4th Quarter
<b>Street Repair &amp; Maintenance</b>				
Crack and joint filling footages (LF)	0	0	0	0
Yards of concrete installed	68.5	104.75	206.5	385.5
Tons of asphalt installed	0	0	136	2580.32
Potholes - cold mix tons	29	35	47	9
Potholes - hot mix tons	0	0	267.82	16.69
Asphalt Overlay (Tons)	1140.63	0	961	2554.63
<b>Street Cleaning</b>				
Debris removed (tons)	5.37	0	0	2.59
Curb miles streets swept	0	0	1909	1879
<b>Sanitary Sewer</b>				
Number of manholes repaired / replaced	4	4	6	8
Sanitary sewer jetting footages (LF)	97206.50	152491.00	82530.00	140525.00
Sanitary sewer televising footages (LF)	11622.1	31062.6	5661.0	9943.0
Total Backwater Calls	20	20	8	9
Sewer backup calls - lateral plugged	16	18	8	9
Sewer backup calls - main plugged	4	2	0	0
<b>Storm Sewer</b>				
Catch basins debris removed (tons)	4	4	6	13
Storm sewer jetting footages (LF)	8966.8	6753.5	15680.0	0
Storm sewer televising footages (LF)	6662.3	5584.7	8337.0	0
Number of catch basins replaced	0	2	6	0
Number of storm manholes replaced	0	0	0	0
Storm Sewer Pipe Replaced (LF)	0	28	84	0

	2015 4th Quarter	2016 4th Quarter	2017 4th Quarter	2018 4th Quarter
<b>Sanitation &amp; Recycling Curbside Collection</b>				
Garbage collected (tons)	3645.00	3685.31	3647.77	3777.99
Recycling collected (tons)	890.39	915	869.71	961.3
Material recovery rate %	24.4%	25.0%	23.8%	25.4%
Nuisance notices issues (weeds notice)	20	21	5	1
Number of lots cut by city contractor	2	4	2	0
<b>Recycling Center</b>				
Yard waste hauled (tons)	651	470	717.93	770.2
Tire disposal	125	49	37	65
Scrap metals collected (tons)	71.85	75.68	67.64	68.86
Oil collected (gallons)	850	1850	2975	2325
Branch grinding (dollars)	\$3,150.00	\$6,150.00	\$3,450.00	\$2,790.00
Leaf Collection Tons	1842.74	1793.84	1303.25	1734
<b>Snow</b>				
	<b>15/16'</b>	<b>16/17'</b>	<b>17/18'</b>	<b>18/19'</b>
Events	0	16	6	4
Duration (hours)	0	374	86	32.5
Precipitation (inches)	0	55	10.5	5.5
Hours	0	4030.5	908.8	370
Salt Usage (tons)	0	3684.45	873	336.5
<b>Motor Vehicle</b>				
Completed work orders	0	0	286	257
Preventative maintenance completion %	0.0%	0.0%	61.0%	72.0%
Vehicle maintenance budget used %	0.0%	0.0%	20.0%	31.0%
Contracted services budget used %	0.0%	0.0%	19.6%	34.0%

	2015 4th Quarter	2016 4th Quarter	2017 4th Quarter	2018 4th Quarter
<b>City Forestry</b>				
Trees Planted	0	0	370	0
Trees Trimmed	241	603	519	253
Trees Removed	152	121	121	152
Stump Removals	333	287	60	67
Treated Ash Trees	0	0	0	0
Citizen Tree Concern	0	0	77	54
<b>Park Shelter Rentals</b>				
Number of paid rentals	39	45	49	184
Park reservation revenues	\$25,857.50	\$50,339.37	\$24,605.96	\$26,865.28
<b>Park Maintenance Repairs/Painting</b>				
Grills	0	0	0	0
Combo Picnic Tables	0	0	0	0
Straight Tables	0	0	0	0
Garbage Receptacles	4	2	3	0
Park Signs	0	2	0	0
New Combo Picnic Tables	0	0	0	0
Garbage Collected (Tons)	44.57	68.65	39.88	0
Beach Refuse (Tons)	0	0	0	23.38
Straight Benches	0	0	0	0
<b>Park Rentals</b>				
Events	0	0	0	0
Combo Picnic Tables	0	0	0	0
Straight Tables 10'	0	0	0	0
Straight Benches 10'	0	0	0	0
Bench 4'	0	0	0	0
Trash Receptacles	0	0	0	0
Stage	0	0	0	0
Grills	0	0	0	2
Chair Trailer, 320	0	0	0	0
Dance Floor	0	0	0	0
<b>Wildwood Cemetery</b>				
Full Burials	14	12	11	8
Cremains	11	8	10	8
Baby	1	1	0	0
Graves Sold	7	22	13	21

	2015 4th Quarter	2016 4th Quarter	2017 4th Quarter	2018 4th Quarter
<b>Wastewater Treatment Plant</b>				
Total Precipitation (in)	11.38	10.02	5.66	10.91
Total Wastewater Treated (MG)	952,261	902,521	738,194	1,062,612
Total Influent CBOD5 Loading (lbs)	1,327,343	1,208,865	1,114,295	1,096,473
Total Influent TSS Loading (lbs)	1,680,085	1,745,621	1,372,421	1,829,359
Total Influent Ammonia Loading (lbs)	138,047	126,869	135,062	118,655
Total Influent Phosphorus Loading (lbs)	33,623	39,439	28,216	34,218
Average CBOD5 Removal Efficiency (%)	98.4%	98.5%	98.8%	98.2%
Average TSS Removal Efficiency (%)	98.3%	98.6%	98.6%	98.0%
Average Ammonia Removal Efficiency (%)	98.0%	92.0%	98.6%	96.0%
Average Phosphorus Removal Efficiency (%)	86.2%	87.3%	87.4%	89.1%
Average CBOD5 Discharged (mg/L)	2.6	2.4	2.1	2.2
Average TSS Discharged (mg/L)	3.5	3.1	3.0	3.6
Average Phosphorus Discharged (mg/L)	0.57	0.63	0.59	0.4
Average Ammonia Discharged (mg/L)	0.25	0.56	0.24	0.61
Average Effluent Mercury Concentration (ng/L)	0.72	0.81	0.61	0.85
Average Effluent Arsenic Concentration (ug/L)	0	0	0	0
Biogas Produced (cu ft)	47,457,909	45,803,344	10,414,716	10,731,519
Total Plant Electrical Power Generated (kWh)	1,731,914	2,015,957	1,459,500	60,953
Electricity Purchased (kWh)	414,912	759,051	1,383,727	1,566,182
Total Plant Electrical Power Generated (%)	78.5%	63.5%	5.2%	3.8%
Natural Gas Consumed (therms)	0	0	17,893	30,252
Total Dried Biosolids Produced (lbs)	0	0	401,560	557,880
Total Liquid Biosolids Hauled (gal)	0	0	714,000	0
<b>Notes:</b>				
New Influent Flow Meters in 2016	0	0	0	0
Prior to 2016, Influent BOD5 was analyzed vs CBOD5	0	0	0	0
Dried Biosolids Produced = PortALogic Data (Total Loadout during Quarter)	0	0	401,560	0
Liquid Biosolids Hauled = PortALogic Data (Total Loadout during Quarter)	0	0	714,000	0
Electricity and Natural Gas Purchased data from Invoices	0	0	0	0
Electricity Generated from HachWIMS	0	0	75,773	0
<b>Pretreatment &amp; Laboratory</b>				

Significant Industrial Users Semi-Annual Monitoring Complete (%)	0.0%	0.0%	20%	50%
Significant Industrial Users issued Notice of Non-Compliance (NON)	0	0	0	0
Significant Industrial Users Annual Site Inspection Completed (%)	0.0%	0.0%	33%	40%
Number of SIU Permits Issued or Renewed	0	0	0	0
Community Annual Monitoring Inspections (%)	0.0%	0.0%	0.0%	0.0%
Sewer Surcharge Facilities Quarterly Monitoring Completed (%)	0.0%	0.0%	100.0%	100.0%
Number of Samples Analyzed by Sheboygan WWTF Laboratory	0	0	2	4
<b>Waste Water Treatment Plant Maintenance</b>				
Number of Closed Work Orders	0	0	251	318

	2015 4th Quarter	2016 4th Quarter	2017 4th Quarter	2018 4th Quarter
<b>Street Light Knockdowns</b>				
Street Lights Damaged	7	7	5	3
Material Used	\$18,391.15	\$17,504.90	\$12,171.57	\$10,568.01
Labor	\$8,010.00	\$8,045.00	\$3,495.00	\$2,250.00
Equipment Rental	\$9,220.00	\$9,255.00	\$3,975.00	\$2,805.00
<b>Traffic Signal Knockdowns</b>				
Traffic Signals Damaged	3	10	5	6
Material Used	\$3,980.96	\$17,110.66	\$6,937.91	\$9,579.84
Labor	\$3,160.00	\$8,577.50	\$3,400.00	\$6,725.00
Equipment Rental	\$3,770.00	\$9,255.00	\$3,975.00	\$6,325.00
<b>Traffic Signage</b>				
Traffic Signs Installed/Removed	88	103	118	286
Traffic Signs Constructed	104	62	167	91
Specialized Sign Project	47	109	39	45
<b>Painted Street Markings</b>				
Centerline Painting (miles)	0	0	0	2.1
Crosswalks Painted	0	0	0	60
Traffic Arrows/Stop Bars Painted	0	0	0	20
<b>Snow Removal Damage</b>				
Damaged Mailbox Repaired/Replaced	5	5	4	1

<b>2018 Capital Improvement Projects</b>	<b>Contract Amount</b>	<b>Contract Approved</b>	<b>Construction Start Date</b>	<b>Construction Comp. Date</b>
2018 Streets Improvement Program	\$2,420,317.28	5/7/2018	6/11/2018	10/19/2019
2018 Sidewalk Program and Washington Avenue Sidewalk	\$142,639.50	4/16/2018	7/25/2018	9/21/2018
Concord Drive Storm Sewer Extension	\$116,720.27	5/7/2018	9/6/2018	10/23/2018
Wilson Avenue Outfall	\$125,677	5/7/2018	9/17/2018	10/23/2018
N. 3rd Forcemain Replacement	\$423,805.83	3/19/2018	4/10/2018	6/30/2018
Business Center Expansion	\$10,528,444.15	4/4/2018	5/1/2018	Pending
Taylor Drive Reconstruction	\$1,250,132.35	4/16/2018	6/11/2018	Pending
S. Taylor Drive Sanitary Sewer Extension and Turn Lane	\$246,078.00	5/21/2018	10/8/2018	11/16/2018
2018 Miscellaneous Sewer Lining	\$119,734	5/21/2018	7/20/2018	9/21/2018
2018 Capital Improvement Televising	\$97,116.00	9/4/2018	9/17/2018	11/2/2018
Mini-Sewer (27th Street)	\$9,090.00	6/1/2018	6/18/2018	7/27/2018
Mini-Sewer (17th Street)	\$5,215.50	6/1/2018	6/18/2018	7/27/2018