

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Gen. Ord. No. 18-18-19 by Alderperson Wolf amending Sections 122-403, 122-404, and 122-405 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

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

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**REPORT DATE:** September 21, 2018

**MEETING DATE:** September 25, 2018

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**FISCAL SUMMARY:**

Budget Line Item:	N/A	Wisconsin Statutes:	N/A
Budget Summary:	N/A	Municipal Code:	122-403,122-404,122-405
Budgeted Expenditure:	N/A		
Budgeted Revenue:	N/A		

**STATUTORY REFERENCE:**

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**BACKGROUND / ANALYSIS:** The referenced ordinance amendments include the 2019 User Charge Rates for users of the City of Sheboygan’s sanitary sewers and wastewater treatment plant, as well as, charges to the satellite communities. The amended sections also define the concentration of normal domestic strength wastewater. Included in the recently adopted 2019 budget, the proposed 2019 User Charge Rates include a total rate increase of approximately 7 % over the 2018 budget due to principal payments for the sludge dryer project.

**STAFF COMMENTS:** The main reason for this increase is to cover the increased cost of sanitary sewer repairs. As a result of increased street repairs as well as increased capital improvements at the Wastewater Treatment Plant.

**ACTION REQUESTED:** Motion to recommend the Common Council approve Gen. Ord. No. 18-18-19 amending Sections 122-403, 122-404, and 122-405 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

**ATTACHMENTS:**

- I. Gen. Ord. No. 18-18-19

~~X~~

6.2

Gen. Ord. No. 18 - 18 - 19. By Alderperson Wolf. September 17, 2018.

AN ORDINANCE amending Sections 122-403, 122-404, and 122-405 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

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

Section 1. Section 122-403 of the Municipal Code entitled, "Categories of Users; Amounts; Reassignment - City of Sheboygan," is hereby amended to read as follows:

"Sec. 122-403. *Categories of Users; Amounts; Reassignment - City of Sheboygan.*

(a) *Category A.* Category A users of the City Wastewater treatment system shall be subject to the following:

(1) *Definition:* The term "category A" is defined as normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 133 mg/l, suspended solids no greater than 255 mg/l, and total phosphorus no greater than 4.4 mg/l.

(2) *Amount:* The sewer service charge for category A wastewater is as follows:

- a. Fixed charge, \$47.98 per quarter.
- b. Volume charge, \$1.87 total charge per 100 cubic feet.

(b) *Category B.* Category B users of the City Wastewater treatment system shall be subject to the following:

(1) *Definition:* The term "category B" is defined as wastewater having concentrations of biochemical oxygen demand greater than 133 mg/l, suspended solids greater than 255 mg/l, and phosphorous greater than 4.4 mg/l. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than 133 mg/l for BOD, 255 mg/l for suspended solids, and 4.4 mg/l for phosphorous.

(2) *Amount:* The sewer service charge for category B wastewater is as follows:

- a. Fixed Charge - \$47.98 per quarter;

Public Works

- b. If billing is on a monthly basis, \$16.00 per month.
- c. Volume Charge, \$1.87 per 100 cubic feet.
- d. Surcharge, total (per pound):
  - 1. BOD greater than 133 mg/L, \$0.2052.
  - 2. Suspended Solids greater than 255/mg/l, \$0.1131.
  - 3. Phosphorus greater than 4.4 mg/l, \$3.5129.

(3) *Computation.* The category B sewer service charges for volume, BOD, suspended solids and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	= Charge to sewer user for collection and treatment of wastewater
F	= Fixed charge per billing period
B	= Concentration of BOD in mg/l in the wastewater
B <sup>R</sup>	= Concentration of BOD in mg/l as defined for Category A users
S	= Concentration of suspended solids in mg/l in the wastewater
S <sup>R</sup>	= Concentration of suspended solids in mg/l as defined for Category A users
P	= Concentration of phosphorus in mg/l in the wastewater
P <sup>R</sup>	= Concentration of phosphorus in mg/l as defined for Category A users
V	= Wastewater volume (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C <sup>V</sup>	= Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C <sup>B</sup>	= Cost per pound of BOD
C <sup>S</sup>	= Cost per pound of suspended solids
C <sup>P</sup>	= Cost per pound of phosphorus
.00624	= Conversion factor

(c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.

(d) *Sampling requirement.* Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:

(1) Samples collected shall be flow-proportional 24-hour composite samples.

(2) Sampling periods shall be two consecutive days during normal operation.

(3) Flow-weighted average may be used if data is presented.

(4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.

(5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.

(6) All data shall be submitted to the superintendent of the wastewater treatment plant."

Section 2. Section 122-404 of the Sheboygan Municipal Code entitled "Categories of users; amounts; reassignment for other municipalities" is hereby amended to read as follows:

"Sec. 122-404. *Categories of users; amounts; reassignment for other municipalities.*

Other municipal users shall be charged pursuant to the guidelines established under this section.

Table 2

	Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
				No. 1	No. 2
Fixed Charge	None	None	None	None	None
Volume Charge:					
Volume	\$0.1837	\$0.1837	\$0.1837	\$0.1837	\$0.1837
Debt retirement	<u>0.1541</u>	<u>0.1541</u>	<u>0.1541</u>	<u>0.1541</u>	<u>0.1541</u>
Total volume charge, per 1,000 gallons:	0.3378	0.3378	0.3378	0.3378	0.3378
Surcharges:					
BOD	0.2052	0.2052	0.2052	0.2052	0.2052
Suspended Solids	0.1131	0.1131	0.1131	0.1131	0.1131
Phosphorus	3.5129	3.5129	3.5129	3.5129	3.5129 "

Section 3. Section 122-405 of the Sheboygan Municipal Code entitled "Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater" is hereby amended to read as follows:

"Sec. 122-405. *Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater.*

*Category C.* Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

- (a) Septic tank sludge, \$48.00 per 1,000 gallons.
- (b) Holding tank sewage, \$10.00 per 1,000 gallons.
- (c) "Other" hauled wastewater:

(1) Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.

(2) *Amount:* The sewer service charge for "Other" hauled wastewater is as follows:

- a. Volume Charge, \$0.3378 per 1000 gallons.
- b. Surcharge, total (per pound):
  1. \$0.2052 per pound of BOD
  2. \$0.1131 per pound of suspended solids
  3. \$3.5129 per pound of phosphorus

(3) *Computation.* The "Other" hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and paragraphs a and b of this subsection or in accordance with section c of this subsection.

$$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$$


See Table 1 Section 122-403(b)(3) for definitions.

a. "Other" hauled wastewater analysis data shall be applied to the formula set forth above.

b. The discharge fee per 1,000 gallons shall be determined on the result of subsection (c)(3)a. of this section, multiplied by 1.25.

c. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the frequency of the hauled wastewater and the needs of the wastewater treatment plant."

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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

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

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

III

Other Matters

7.2

Res. No. 95 - 18 - 19. By Alderperson Wolf. September 4, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase and installation of new baseball park lighting for the Wildwood/Sheboygan A's Mary Testwuide Knauf Baseball Park complex on a cost share basis with the Sheboygan A's baseball organization.

WHEREAS; The City of Sheboygan and the Sheboygan A's organization have agreed upon a project to replace and upgrade the ball park lighting on a cost share basis. The new LED lighting will operate much more economically and provide a better quality of illumination. The new lighting will also assist the Sheboygan A's organization in an attempt to attract more regional tournaments which results in enhanced tourism for the City.

WHEREAS; the new lighting, including light poles, underground foundations and controls will be purchased from Musco Sports Lighting of Oskaloosa, IA under a national contract with the Sourcewell/NJPA buying consortium. Because this is a national contract, the need for competitive bidding can be waived. The total cost of the lighting, including delivery is \$ 305,000.00 and:

WHEREAS; the installation portion of the lighting project was put to competitive bidding. Two bids were received with the lowest responsive bid from Altmeyer Electric of Sheboygan, WI at a total cost including Alternate # 1 Removal of old lighting and poles and Alternate # 2 Removal of the old scoreboard of \$187,260.00 and;

WHEREAS; Because the agreement between the City and the Sheboygan A's involves direct reimbursement to the city by the Sheboygan A's as well as a loan the approval of this project by the Common Council is contingent upon satisfactory completion of a repayment agreement and/or promissory note between the parties to be drafted by the City of Sheboygan City Attorney.

WHEREAS: The funding breakdown is as follows:

City of Sheboygan contribution: \$ 80,000.00, a City of Sheboygan Loan to the Sheboygan A's of \$ 51,500.00. and a pledged contribution by the Sheboygan A's organization of \$360,760.00

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Musco Sports Lighting of Oskaloosa IA in the amount of \$ 305,000 and Altmeyer Electric of Sheboygan WI in the amount of \$ 187,260 with the stipulation that a satisfactory agreement for reimbursement to the City can be completed between the parties.

Public Works

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw funds for the provision of these expenses from Account # 40053000-631100 Capital Improvements Fund in payment of same.

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

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

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

AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
SHEBOYGAN ATHLETIC CLUB, INC.

REGARDING LIGHTING IMPROVEMENTS AT  
MARY TESTWUIDE KNAUF FIELD AT WILDWOOD BASEBALL PARK

This Agreement (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Sheboygan Athletic Club, Inc. (“SAC”), a non-stock corporation. Referenced together, the City and the Sheboygan A’s are the parties (“Parties”) to this Agreement.

WITNESSETH:

WHEREAS, the City is the owner of Wildwood Athletic Complex, located at 2276 New Jersey Ave. in Sheboygan, Wisconsin; and

WHEREAS, one portion of the Wildwood Athletic Complex is now known as Mary Testwuide Knauf Field at Wildwood Baseball Park (the “Field”); and

WHEREAS, the SAC has sponsored the Sheboygan A’s baseball team since 1963; and

WHEREAS, the Parties desire to work collaboratively to improve the lighting at the Field pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Other Agreements between the Parties.

The City and SAC have been longstanding partners. In 2000, the Parties entered into an Agreement Between Sheboygan Athletic Club, Inc. and City of Sheboygan for Use of Wildwood Baseball Park (“2000 Agreement”). The First Agreement was amended in 2014 (“Amendment No. 1 to 2000 Agreement”). This Agreement is not intended to amend or replace the 2000 Agreement (as amended) in any way; instead, this Agreement is intended only to address a specific improvement project at the Field.

The Parties observe that the 2000 Agreement states, in relevant part: “The SAC shall obtain the City’s prior approval before the commencement of any construction, alteration, improvement or repair of Park facilities estimated to cost in excess of \$1,000.00.” To the extent approval is necessary for the lighting improvements at the Field, such approval is granted.

2. Purpose.

This Agreement is intended to set forth how the Parties will improve the lighting at the Field (the “Project”).

3. The Project.

The Project will result in:

- The removal and salvage of the eight (8) current light poles and fixtures at the Field
- The installation of eight (8) new light poles and fixtures at the Field, including all necessary electrical work associated with the installation of the new light poles and fixtures (including, but not limited to, the installation of underground electrical feeders to eight new light tower bases, and the installation of new electrical control cabinets and connection to electrical power).

The City has determined the total cost of the Project, in accordance with all state and local purchasing requirements. The total cost of the Project will be \$305,000 for the purchase of the lighting from Musco Sports Lighting and \$187,260 for the installation services to be performed by Altmeyer Electric.

4. Cost-Sharing

The Parties have agreed to share in the cost of the Project. The total Project cost is Four Hundred Ninety Two Thousand Two Hundred Sixty and 00/100 Dollars (\$492,260.00).

The City will initially pay for the Project. SAC will reimburse the City for Four Hundred Twelve Thousand Two Hundred Sixty and 00/100 Dollars (\$412,260.00). The mechanics of the reimbursement are set forth in Section 5, below. This will result in the City paying Eighty Thousand and 00/100 Dollars (\$80,000.00) for the Project. In the event that change orders are necessary that increase or decrease the cost of the Project, those increases or decreases shall be borne by SAC. In the event that a change order increases the cost of the Project, SAC shall make payment to the City within thirty (30) days of receiving an invoice from the City for the change order. In the event that a change order decreases the cost of the Project, the Parties shall amend the Loan (including the Amortization Table and Promissory Note) to reflect the actual amount of principal necessary for the total project cost.

5. SAC’s Reimbursement to the City

SAC’s Reimbursement to the City will be in two stages.

First, within thirty (30) days of the Common Council of the City of Sheboygan’s approval of this Agreement, SAC will pay Three Hundred Sixty Thousand Seven Hundred Sixty and 00/100 Dollars (\$360,760.00) to the City (“Reimbursement Payment”). The Parties anticipate the Reimbursement Payment will be funded by a loan from Bank First National. In the event the Reimbursement Payment becomes more than fifteen (15) days past due, SAC will

pay interest on the Reimbursement Payment equal to five percent (5%) per annum. This interest shall be calculated monthly, and remitted monthly until: (1) the Reimbursement Payment is made or (2) the City terminates this Agreement and the Project due to non-payment.

Additionally, in the event SAC does not make the Reimbursement Payment in a timely manner, and the City terminates its agreements with Musco Sports Lighting or Altmeyer Electric as a result, SAC will make the City whole by paying any amount actually incurred by the City as a termination cost. Before the City incurs any obligation regarding the Project, SAC will provide security satisfactory to the City Attorney and the Finance Director, of its ability to pay any termination costs. By way of example only, this could include a personal guarantee that the City Attorney and the Finance Director believe is sufficient to pay termination costs, or a bond.

Second, SAC will pay the City, beginning November 1, 2018 and continuing until June 1, 2020, Two Thousand Six Hundred Twenty and 00/100 Dollars (\$2,620.00) per month (“Loan”). This amount will cover the principal of a loan of Fifty One Thousand Five Hundred Dollars plus Two Percent (2%) interest. A Promissory Note is attached to this Agreement and incorporated herein by reference. The Amortization Schedule of this Loan is set forth below:

Date of Payment	Total Payment	Interest	Principal	Principal Balance
11/1/2018	\$2,620	\$86	\$2,534	\$48,996
12/1/2018	2,620	82	2,539	46,427
1/1/2019	2,620	77	2,543	43,884
2/1/2019	2,620	73	2,547	41,337
3/1/2019	2,620	69	2,551	38,785
4/1/2019	2,620	65	2,556	36,230
5/1/2019	2,620	60	2,560	33,670
6/1/2019	2,620	56	2,564	31,106
7/1/2019	2,620	52	2,568	28,537
8/1/2019	2,620	48	2,573	25,964
9/1/2019	2,620	43	2,577	23,387
10/1/2019	2,620	39	2,581	20,806
11/1/2019	2,620	35	2,586	18,220
12/1/2019	2,620	30	2,590	15,630
1/1/2020	2,620	26	2,594	13,036
2/1/2020	2,620	22	2,599	10,438
3/1/2020	2,620	17	2,603	7,835
4/1/2020	2,620	13	2,607	5,228
5/1/2020	2,620	9	2,612	2,616
6/1/2020	2,620	4	2,616	0

6. The City’s Responsibilities.

As soon as practicable, upon the execution of this Agreement, and the provision of satisfactory security set forth in Section 5, the City shall enter into agreements with Musco

Sports Lighting (regarding the purchase of the necessary materials) and Altmeyer Electric (regarding the necessary installation services) regarding the Project.

As the contracting party with Musco Sports Lighting and Altmeyer Electric, it shall be the City (as opposed to SAC) that is responsible to ensure the work is accomplished appropriately.

7. Ownership of the Project.

In accordance with the 2000 Agreement, the Project—as an improvement to the Field—shall be owned by the City.

8. General Terms.

- a. *Entire Agreement.* The entire agreement of the Parties regarding the Project is contained herein. This Agreement supersedes any and all oral contracts and negotiations between the parties.
- b. *Amendments.* This Agreement shall be binding on the Parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties. Any change in any provision of this Agreement may only be made by a written amendment, approved by the Common Council and signed by the duly authorized agent or agents of the City and SAC.
- c. *No Waiver.* No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Vendor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or SAC. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
- d. *Severability.* It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
- e. *Notice.*

Notices to the SAC shall be addressed to:

Sheboygan Athletic Club

P.O. Box 32  
Sheboygan, Wisconsin 53082

Notices to the City shall be addressed to:

City Clerk  
City of Sheboygan  
828 Center Ave.  
Sheboygan, Wisconsin 53081

Either Party may change its address for notice purposes at any time by providing notice to the other party in writing.

- f. *Third Party Rights.* This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including—but not limited to—employees of either of the parties.
- g. *Choice of Law and Venue.* This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Sheboygan County Circuit Court, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
- h. *Authority.* Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- i. *Termination.* In the event the Reimbursement Payment is not made within thirty (30) days of the Common Council of the City of Sheboygan's approval of this Agreement, the City may terminate this Agreement. In the event that the City terminates this Agreement, SAC will make the City whole by paying any amount actually incurred (including reasonable attorneys fees) by the City as a termination cost within sixty (60) days of receipt of an invoice from the City regarding the termination costs.

*Remainder of page intentionally left blank.*

- j. *Neither Party the Drafter.* Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officers on the day and year first written above:

**CITY OF SHEBOYGAN, WISCONSIN**

**SHEBOYGAN ATHLETIC CLUB, INC.**

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

**BY:** \_\_\_\_\_  
Scott Stangel, President

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

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

PROMISSORY NOTE

\$51,500

Sheboygan, Wisconsin  
October \_\_\_\_, 2018

FOR VALUE RECEIVED, Sheboygan Athletic Club, Inc. (the "Borrower"), promises to pay to the order of the City of Sheboygan, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, at its office in the City of Sheboygan, Wisconsin (the "Holder"), the principal sum of Fifty One Thousand Five Hundred and 00/100 Dollars (\$51,500.00), with interest on all unpaid balances computed monthly from November 1, 2018 until paid at the rate of two percent (2%) per annum, principal and interest to be payable monthly in installments of Two Thousand Six Hundred Twenty and 00/100 Dollars (\$2,620.00) per month on the first day of each month, commencing on the 1<sup>st</sup> day of November, 2018, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on the 1<sup>st</sup> day of June, 2020.

This Note may be prepaid, in whole or in part, on any payment date without prepayment premium or penalty.

In the event any installment payment (including, without limitation, the entire principal balance upon maturity), becomes more than fifteen (15) days past due, the Borrower shall pay a late payment charge to Holder equal to five percent (5%) of the entire unpaid amount of the installment. Payments received after any installment becomes more than fifteen (15) days past due shall be applied first to current installment(s) and then to delinquent installments for purposes of this provision.

SHEBOYGAN ATHLETIC CLUB, INC.

By: \_\_\_\_\_

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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Res. No. 95-18-19 by Alderperson Wolf authorizing the purchasing agent to enter into contract for the purchase and installation of new ballpark lighting for the Wildwood/Sheboygan A's Mary Testwuide Knauf Baseball Park complex on a cost share basis with the Sheboygan A's baseball organization.

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**REPORT PREPARED BY:** Bernard Rammer, Purchasing Agent

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**REPORT DATE:** September 1, 2018      **MEETING DATE:** September 25, 2018

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**FISCAL SUMMARY:**

Budget Line Item:      40053000-631300  
Budget Summary:      Capital  
                                 Improvements Fund  
Budgeted Expenditure: \$ 492,260.00  
Budgeted Revenue:      N/A

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

The Sheboygan A's have a long history of making improvements to the city-owned Wildwood ball park. The City and the organization have agreed to a ballpark lighting upgrade on a cost-share basis for 2018. The purchase of the lighting from Musco Sports Lighting of \$305,000 takes advantage of national contract discounts using a contract with Sourcewell/NJPA. The installation of the equipment was competitively bid with the low bidder being Altmeyer Electric of Sheboygan, WI in the amount of \$187,260.00. The other bid of \$ 243,000.00 was received from KW Electric of Plymouth, WI.

The new lighting equipment will be LED lighting which is both energy efficient and will significantly enhance the quality of illumination. In addition, the improvements will allow the organization to attract regional tournaments to the ball park enhancing tourism to the city.

**STAFF COMMENTS:**

Under the agreement, the City will provide a direct contribution of \$ 80,000 to the project or 16% of the total cost. The Sheboygan A's will fund the balance of \$412,260 (84%) with a mixture of direct reimbursement and a short term loan from the City. Approval of this project is directly contingent upon the city of Sheboygan and the Sheboygan and the Sheboygan A's organization successfully completing a reimbursement agreement/promissory note document to be drafted by the City Attorney's Office.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve Res. No. 95-18-19 authorizing the purchasing agent to enter into contract for the purchase and installation of new ballpark lighting for the Wildwood/Sheboygan A's Mary Testwuide Knauf Baseball Park complex on a cost share basis with the Sheboygan A's baseball organization.

**ATTACHMENTS:**

- I. Res. No. 95-18-19
- II. Agreement