

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

2421-18 Street Improvement Program (#5667284)  
 Owner: City of Sheboygan, WI  
 Solicitor: City of Sheboygan, WI  
 04/17/2018 01:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson Construction Company		Northeast Asphalt, Inc.		Vinton Construction Company	
						Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7
<b>General</b>											
	1	G1	Mobilization	LS	1	\$63,156.00	\$63,156.00	\$38,000.00	\$38,000.00	\$58,500.00	\$58,500.00
	2	G2	Traffic Control	LS	1	\$24,525.00	\$24,525.00	\$29,000.00	\$29,000.00	\$24,525.00	\$24,525.00
							\$87,681.00		\$67,000.00		\$83,025.00
<b>North 17th Street Roadway</b>											
	3	N17-1	Mill Exist. Asphalt Pavement	SY	11381	\$2.55	\$29,021.55	\$2.80	\$31,866.80	\$2.55	\$29,021.55
	4	N17-2	Butt Joints	SY	342	\$5.90	\$2,017.80	\$5.90	\$2,017.80	\$5.90	\$2,017.80
	5	N17-3	HMA Pavement, 4 LT 58-28 S	TONS	1895	\$64.40	\$122,038.00	\$64.40	\$122,038.00	\$64.40	\$122,038.00
	6	N17-4	Tack	GAL	1594	\$2.30	\$3,666.20	\$2.30	\$3,666.20	\$2.30	\$3,666.20
	7	N17-5	Remove and Replace 6" Curb and Gutter (to incl., sawcutting, c.a.b.c., #6x	LF	1112	\$41.55	\$46,203.60	\$41.74	\$46,414.88	\$42.30	\$47,037.60
	8	N17-6	Remove and Replace Ex. Walk 4" or 6" Thickness (to incl. full depth saw, 4	SF	7189	\$8.00	\$57,512.00	\$9.19	\$66,066.91	\$7.70	\$55,355.30
	9	N17-7	Detectable Warning Fields (natural patina)	EA	28	\$230.00	\$6,440.00	\$230.00	\$6,440.00	\$230.00	\$6,440.00
	10	N17-8	Pedestrian Curb	LF	640	\$22.00	\$14,080.00	\$22.00	\$14,080.00	\$25.00	\$16,000.00
	11	N17-9	Excavate Below Subgrade	CY	10	\$18.00	\$180.00	\$18.00	\$180.00	\$15.00	\$150.00
	12	N17-10	C.A.B.C.	Tons	20	\$13.00	\$260.00	\$13.00	\$260.00	\$15.00	\$300.00
	13	N17-11	Misc. 7" P.c.c. Rem. And Repl. (to be used for driveway/alley) (to incl. full	SY	15	\$80.00	\$1,200.00	\$81.19	\$1,217.85	\$80.00	\$1,200.00
	14	N17-12	Misc. 7" P.c.c. Pav't Rem. And Repl. (to incl. full depth saw, 10" c.a.b.c., dri	SY	15	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$85.00	\$1,275.00
							\$ 284,119.15		\$ 295,748.44		\$ 284,501.45
<b>North 17th Street Sewer</b>											
	15	N17-13	Sanitary Sewer Lining, 10-inch	LF	2014.4	\$28.00	\$56,403.20	\$28.00	\$56,403.20	\$28.00	\$56,403.20
	16	N17-14	Sanitary Sewer Lining, 12-inch	LF	242.2	\$31.40	\$7,605.08	\$31.40	\$7,605.08	\$31.40	\$7,605.08
	17	N17-15	Sanitary Sewer Lining, 15-inch	LF	1281.3	\$42.50	\$54,455.25	\$42.50	\$54,455.25	\$42.50	\$54,455.25
	18	N17-16	Sanitary Sewer Lining, 18-inch	LF	220.1	\$50.60	\$11,137.06	\$50.60	\$11,137.06	\$50.60	\$11,137.06
	19	N17-17	Grout Wyes	EA	6	\$510.00	\$3,060.00	\$510.00	\$3,060.00	\$510.00	\$3,060.00
	20	N17-18	Storm Sewer Lining, 10-inch	LF	661.3	\$28.00	\$18,516.40	\$28.00	\$18,516.40	\$28.00	\$18,516.40
	21	N17-19	Storm Sewer Lining, 12-inch	LF	409.6	\$31.40	\$12,861.44	\$31.40	\$12,861.44	\$31.40	\$12,861.44
	22	N17-21	10" Storm Leads (to incl. full depth saw, removal of ex. pav't. and ex. lead,	LF	416	\$94.00	\$39,104.00	\$94.00	\$39,104.00	\$118.70	\$49,379.20
	23	N17-22	New N-1 Inlets (to incl. full depth saw, removal of ex. pav't., ex. side inlet a	EA	9	\$2,500.00	\$22,500.00	\$2,500.00	\$22,500.00	\$2,402.00	\$21,618.00
	24	N17-23	Remove and Replace Ex. Storm Manhole, 4' Diameter	VF	9.7	\$675.00	\$6,547.50	\$675.00	\$6,547.50	\$743.00	\$7,207.10
	25	N17-24	Slurry Inlet Lead	CY	1	\$500.00	\$500.00	\$500.00	\$500.00	\$250.00	\$250.00
	26	N17-25	Replace Ex. San. MH. Casting ( to incl. full depth saw, furnish specified mh. r	EA	1	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,060.00	\$1,060.00
	27	N17-26	Replace Ex. Storm MH. Casting (to incl. full depth saw, furnish specified mh	EA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,057.00	\$1,057.00
	28	N17-27	Furnish Cast Mh. Adj. Rings 1-1/2" RISE (Neenah # 1550-7150)	EA	26	\$178.00	\$4,628.00	\$178.00	\$4,628.00	\$178.00	\$4,628.00
	29	N17-28	Water Valve Adj.	EA	15	\$12.50	\$187.50	\$12.50	\$187.50	\$12.50	\$187.50
	30	N17-29	Replace Sanitary Sewer Wyes (to include full depth sawcut, removal of ex.	EA	1	\$5,900.00	\$5,900.00	\$5,900.00	\$5,900.00	\$6,953.00	\$6,953.00
							\$ 246,305.43		\$ 246,305.43		\$ 256,378.23
<b>North 3th Street Roadway</b>											
	31	N3-1	Mill Exist. Asphalt Pavement	SY	13193	\$2.55	\$33,642.15	\$2.80	\$36,940.40	\$2.55	\$33,642.15
	32	N3-2	Butt Joints	SY	380	\$5.90	\$2,242.00	\$5.90	\$2,242.00	\$5.90	\$2,242.00
	33	N3-3	HMA Pavement, 4 LT 58-28 S	TONS	2197	\$64.40	\$141,486.80	\$64.40	\$141,486.80	\$64.40	\$141,486.80
	34	N3-4	Tack	GAL	1848	\$2.30	\$4,250.40	\$2.30	\$4,250.40	\$2.30	\$4,250.40
	35	N3-5	Remove and Replace 6" Curb and Gutter (to incl., sawcutting, c.a.b.c., #6x	LF	1349	\$42.45	\$57,265.05	\$42.64	\$57,521.36	\$43.30	\$58,411.70
	36	N3-6	Remove and Replace Ex. Walk 4" or 6" Thickness (to incl. full depth saw, 4	SF	8651	\$8.00	\$69,208.00	\$9.19	\$79,502.69	\$7.70	\$66,612.70
	37	N3-7	Detectable Warning Fields (natural patina)	EA	36	\$230.00	\$8,280.00	\$230.00	\$8,280.00	\$230.00	\$8,280.00
	38	N3-8	Pedestrian Curb	LF	731	\$22.00	\$16,082.00	\$22.00	\$16,082.00	\$25.00	\$18,275.00
	39	N3-9	Excavate Below Subgrade	CY	10	\$18.00	\$180.00	\$18.00	\$180.00	\$15.00	\$150.00
	40	N3-10	C.A.B.C.	Tons	20	\$13.00	\$260.00	\$13.00	\$260.00	\$15.00	\$300.00
	41	N3-11	Misc. 7" P.c.c. Rem. And Repl. (to be used for driveway/alley) (to incl. full	SY	15	\$80.00	\$1,200.00	\$81.19	\$1,217.85	\$80.00	\$1,200.00
	42	N3-12	Misc. 7" P.c.c. Pav't Rem. And Repl. (to incl. full depth saw, 10" c.a.b.c., dri	SY	15	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$85.00	\$1,275.00
							\$ 335,596.40		\$ 349,463.50		\$ 336,125.75
<b>North 3th Street Sewer</b>											
	43	N3-13	Sanitary Sewer Lining, 12-inch	LF	436	\$31.40	\$13,690.40	\$31.40	\$13,690.40	\$31.40	\$13,690.40

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Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson Construction		Northeast Asphalt, Inc.		Vinton Construction Company	
						Company	Extension3	Unit Price4	Extension5	Unit Price6	Extension7
	44	N3-14	Sanitary Sewer Lining, 15-inch	LF	656.5	\$42.50	\$27,901.25	\$42.50	\$27,901.25	\$42.50	\$27,901.25
	45	N3-15	Storm Sewer Lining, 10-inch	LF	721.2	\$28.00	\$20,193.60	\$28.00	\$20,193.60	\$28.00	\$20,193.60
	46	N3-16	Storm Sewer Lining, 12-inch	LF	415.6	\$31.40	\$13,049.84	\$31.40	\$13,049.84	\$31.40	\$13,049.84
	47	N3-17	Storm Sewer Lining, 21-inch	LF	315	\$61.60	\$19,404.00	\$61.60	\$19,404.00	\$61.60	\$19,404.00
	48	N3-18	Storm Sewer Lining, 24-inch	LF	658	\$66.75	\$43,921.50	\$66.75	\$43,921.50	\$66.75	\$43,921.50
	49	N3-19	10" Storm Leads (to incl. full depth saw, removal of ex. pav't. and ex. lead,	LF	323	\$94.00	\$30,362.00	\$94.00	\$30,362.00	\$118.70	\$38,340.10
	50	N3-20	12" Storm Leads (to incl. full depth saw, removal of ex. pav't. and ex. lead,	LF	22	\$100.00	\$2,200.00	\$100.00	\$2,200.00	\$121.70	\$2,677.40
	51	N3-21	New N-1 Inlets (to incl. full depth saw, removal of ex. pav't., ex. side inlet a	EA	10	\$2,500.00	\$25,000.00	\$2,500.00	\$25,000.00	\$2,402.00	\$24,020.00
	52	N3-22	Relay 12" Storm Sewer(to include full depth sawcut,granular backfill, and 1	LF	20	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$154.40	\$3,088.00
	53	N3-23	Remove Inlet Lead(to include full depth sawcut,granular backfill, and 10" b	EA	2	\$650.00	\$1,300.00	\$650.00	\$1,300.00	\$1,830.00	\$3,660.00
	54	N3-24	Slurry Inlet Lead	CY	1	\$500.00	\$500.00	\$500.00	\$500.00	\$250.00	\$250.00
	55	N3-25	Replace Ex. San. MH. Casting ( to incl. full depth saw,furnish specified mh. r	EA	9	\$1,400.00	\$12,600.00	\$1,400.00	\$12,600.00	\$1,060.00	\$9,540.00
	56	N3-26	Replace Ex. Storm MH. Casting (to incl. full depth saw,furnish specified mh	EA	7	\$1,500.00	\$10,500.00	\$1,500.00	\$10,500.00	\$1,057.00	\$7,399.00
	57	N3-27	Furnish Cast Mh. Adj. Rings 1-1/2" RISE (Neenah # 1550-7150)	EA	24	\$178.00	\$4,272.00	\$178.00	\$4,272.00	\$178.00	\$4,272.00
	58	N3-28	Water Valve Adj.	EA	18	\$12.50	\$225.00	\$12.50	\$225.00	\$12.50	\$225.00
							\$ 228,119.59		\$ 228,119.59		\$ 231,632.09
<b>Mehrtens Ave Roadway</b>											
	59	M-1	Mill Exist. Asphalt Pavement	SY	2727	\$2.55	\$6,953.85	\$2.80	\$7,635.60	\$2.55	\$6,953.85
	60	M-2	Butt Joints	SY	88	\$5.90	\$519.20	\$5.90	\$519.20	\$5.90	\$519.20
	61	M-3	Construction Staking	LS	1	\$1,355.00	\$1,355.00	\$1,440.00	\$1,440.00	\$1,016.25	\$1,016.25
	62	M-4	Remove and Replace 6" Curb and Gutter (to incl., sawcutting, c.a.b.c., #6x	LF	1355	\$38.00	\$51,490.00	\$38.19	\$51,747.45	\$39.30	\$53,251.50
	63	M-5	Remove and Replace Ex. Walk 4" or 6" Thickness (to incl. full depth saw, 4	SF	1624	\$8.00	\$12,992.00	\$9.19	\$14,924.56	\$7.70	\$12,504.80
	64	M-6	Detectable Warning Fields (natural patina)	EA	8	\$230.00	\$1,840.00	\$230.00	\$1,840.00	\$230.00	\$1,840.00
	65	M-7	Pedestrian Curb	LF	160	\$22.00	\$3,520.00	\$22.00	\$3,520.00	\$25.00	\$4,000.00
	66	M-8	Excavate Below Subgrade	CY	10	\$18.00	\$180.00	\$18.00	\$180.00	\$15.00	\$150.00
	67	M-9	C.A.B.C.	Tons	20	\$13.00	\$260.00	\$13.00	\$260.00	\$15.00	\$300.00
	68	M-10	Misc. 7" P.c.c. Rem. And Repl. (to be used for driveway/alley) (to incl. full	SY	15	\$80.00	\$1,200.00	\$81.19	\$1,217.85	\$80.00	\$1,200.00
	69	M-11	Misc. 7" P.c.c. Pav't Rem. And Repl. (to incl. full depth saw, 10" c.a.b.c. , dri	SY	15	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$85.00	\$1,275.00
							\$ 81,810.05		\$ 84,784.66		\$ 83,010.60
<b>Mehrtens Ave Sewer</b>											
	70	M-12	Sanitary Sewer Lining, 10-inch	LF	115.8	\$28.00	\$3,242.40	\$28.00	\$3,242.40	\$28.00	\$3,242.40
	71	M-13	Sanitary Sewer Lining, 12-inch	LF	632.9	\$31.40	\$19,873.06	\$31.40	\$19,873.06	\$31.40	\$19,873.06
	72	M-14	10" Storm Leads (to incl. full depth saw, removal of ex. pav't. and ex. lead,	LF	130	\$94.00	\$12,220.00	\$94.00	\$12,220.00	\$118.70	\$15,431.00
	73	M-15	New N-1 Inlets (to incl. full depth saw, removal of ex. pav't., ex. side inlet a	EA	4	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00	\$2,402.00	\$9,608.00
	74	M-16	Furnish Cast Mh. Adj. Rings 1-1/2" RISE (Neenah # 1550-7150)	EA	7	\$178.00	\$1,246.00	\$178.00	\$1,246.00	\$178.00	\$1,246.00
	75	M-17	Water Valve Adj.	EA	2	\$12.50	\$25.00	\$12.50	\$25.00	\$12.50	\$25.00
							\$ 46,606.46		\$ 46,606.46		\$ 49,425.46
<b>Heller Ave Roadway</b>											
	76	H-1	Mill Exist. Asphalt Pavement	SY	2677	\$2.55	\$6,826.35	\$2.80	\$7,495.60	\$2.55	\$6,826.35
	77	H-2	Butt Joints	SY	90	\$5.90	\$531.00	\$5.90	\$531.00	\$5.90	\$531.00
	78	H-3	Construction Staking	LS	1	\$1,350.00	\$1,350.00	\$1,440.00	\$1,440.00	\$1,012.50	\$1,012.50
	79	H-4	Remove and Replace 6" Curb and Gutter (to incl., sawcutting, c.a.b.c., #6x	LF	1350	\$38.00	\$51,300.00	\$38.19	\$51,556.50	\$39.30	\$53,055.00
	80	H-5	Remove and Replace Ex. Walk 4" or 6" Thickness (to incl. full depth saw, 4	SF	1600	\$8.00	\$12,800.00	\$9.19	\$14,704.00	\$7.70	\$12,320.00
	81	H-6	Detectable Warning Fields (natural patina)	EA	8	\$230.00	\$1,840.00	\$230.00	\$1,840.00	\$230.00	\$1,840.00
	82	H-7	Pedestrian Curb	LF	160	\$22.00	\$3,520.00	\$22.00	\$3,520.00	\$25.00	\$4,000.00
	83	H-8	Excavate Below Subgrade	CY	10	\$18.00	\$180.00	\$18.00	\$180.00	\$15.00	\$150.00
	84	H-9	C.A.B.C.	Tons	20	\$13.00	\$260.00	\$13.00	\$260.00	\$15.00	\$300.00
	85	H-10	Misc. 7" P.c.c. Rem. And Repl. (to be used for driveway/alley) (to incl. full	SY	15	\$80.00	\$1,200.00	\$81.19	\$1,217.85	\$80.00	\$1,200.00
	86	H-11	Misc. 7" P.c.c. Pav't Rem. And Repl. (to incl. full depth saw, 10" c.a.b.c. , dri	SY	15	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$85.00	\$1,275.00
							\$ 81,307.35		\$ 84,244.95		\$ 82,509.85
<b>Heller Ave Sewer</b>											
	87	H-12	Sanitary Sewer Lining, 18-inch	LF	652.1	\$50.60	\$32,996.26	\$50.60	\$32,996.26	\$50.60	\$32,996.26

2421-18 Street Improvement Program (#5667284)  
 Owner: City of Sheboygan, WI  
 Solicitor: City of Sheboygan, WI  
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Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson Construction		Northeast Asphalt, Inc.		Vinton Construction Company	
						Company	Extension3	Unit Price4	Extension5	Unit Price6	Extension7
						Unit Price2					
	88	H-13	Storm Sewer Lining, 15-inch	LF	430.7	\$42.50	\$18,304.75	\$42.50	\$18,304.75	\$42.50	\$18,304.75
	89	H-14	Replace Ex. Storm MH. Casting (to incl. full depth saw, furnish specified mh	EA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,057.00	\$1,057.00
	90	H-15	Furnish Cast Mh. Adj. Rings 1-1/2" RISE (Neeenah # 1550-7150)	EA	4	\$178.00	\$712.00	\$178.00	\$712.00	\$178.00	\$712.00
	91	H-16	Water Valve Adj.	EA	4	\$12.50	\$50.00	\$12.50	\$50.00	\$12.50	\$50.00
							\$ 53,563.01		\$ 53,563.01		\$ 53,120.01
Washington Ave Roadway											
	92	W-1	Mill Exist. Asphalt Pavement	SY	27140	\$2.55	\$69,207.00	\$2.80	\$75,992.00	\$2.55	\$69,207.00
	93	W-2	Butt Joints	SY	550	\$5.90	\$3,245.00	\$5.90	\$3,245.00	\$5.90	\$3,245.00
	94	W-3	HMA Pavement, 4 LT 58-28 S	TONS	4519	\$64.40	\$291,023.60	\$64.40	\$291,023.60	\$64.40	\$291,023.60
	95	W-4	Tack	GAL	3800	\$2.30	\$8,740.00	\$2.30	\$8,740.00	\$2.30	\$8,740.00
	96	W-5	Remove and Replace 6" Curb and Gutter (to incl., sawcutting, c.a.b.c., #6x	LF	1327	\$43.00	\$57,061.00	\$43.19	\$57,313.13	\$44.00	\$58,388.00
	97	W-6	Remove and Replace Ex. Walk 4" or 6" Thickness (to incl. full depth saw, 4'	SF	8653	\$8.00	\$69,224.00	\$9.19	\$79,521.07	\$7.70	\$66,628.10
	98	W-7	Detectable Warning Fields (natural patina)	EA	50	\$230.00	\$11,500.00	\$230.00	\$11,500.00	\$230.00	\$11,500.00
	99	W-8	Pedestrian Curb	LF	1221	\$22.00	\$26,862.00	\$22.00	\$26,862.00	\$25.00	\$30,525.00
	100	W-9	Excavate Below Subgrade	CY	10	\$18.00	\$180.00	\$18.00	\$180.00	\$15.00	\$150.00
	101	W-10	C.A.B.C.	Tons	20	\$13.00	\$260.00	\$13.00	\$260.00	\$15.00	\$300.00
	102	W-11	Misc. 7" P.c.c. Rem. And Repl. (to be used for driveway/alley) (to incl. full	SY	15	\$80.00	\$1,200.00	\$81.19	\$1,217.85	\$80.00	\$1,200.00
	103	W-12	Misc. 7" P.c.c. Pav't Rem. And Repl. (to incl. full depth saw, 10" c.a.b.c., dri	SY	15	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$85.00	\$1,275.00
							\$ 540,002.60		\$ 557,354.65		\$ 542,181.70
Washington Ave Sewer											
	104	W-13	Storm Sewer Lining, 10-inch	LF	199.2	\$28.00	\$5,577.60	\$28.00	\$5,577.60	\$28.00	\$5,577.60
	105	W-14	Storm Sewer Lining, 12-inch	LF	627.8	\$31.40	\$19,712.92	\$31.40	\$19,712.92	\$31.40	\$19,712.92
	106	W-15	Storm Sewer Lining, 15-inch	LF	270	\$42.50	\$11,475.00	\$42.50	\$11,475.00	\$42.50	\$11,475.00
	107	W-16	Storm Sewer Lining, 27-inch	LF	39.5	\$290.00	\$11,455.00	\$290.00	\$11,455.00	\$290.00	\$11,455.00
	108	W-17	10" Storm Leads (to incl. full depth saw, removal of ex. pav't. and ex. lead,	LF	408	\$94.00	\$38,352.00	\$94.00	\$38,352.00	\$118.70	\$48,429.60
	109	W-18	12" Storm Leads (to incl. full depth saw, removal of ex. pav't. and ex. lead,	LF	486	\$100.00	\$48,600.00	\$100.00	\$48,600.00	\$121.70	\$59,146.20
	110	W-19	New N-1 Inlets (to incl. full depth saw, removal of ex. pav't., ex. side inlet a	EA	5	\$2,500.00	\$12,500.00	\$2,500.00	\$12,500.00	\$2,402.00	\$12,010.00
	111	W-20	Reconnect 4" storm lateral to new N-1	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$375.00	\$375.00
	112	W-21	Remove and Replace Ex. Storm Manhole, 4' Diamater	VF	4.4	\$675.00	\$2,970.00	\$675.00	\$2,970.00	\$743.00	\$3,269.20
	113	W-22	Slurry Inlet Lead	CY	2	\$400.00	\$800.00	\$500.00	\$1,000.00	\$250.00	\$500.00
	114	W-23	Replace Ex. San. MH. Casting (to incl. full depth saw, furnish specified mh.	EA	5	\$1,400.00	\$7,000.00	\$1,400.00	\$7,000.00	\$1,060.00	\$5,300.00
	115	W-24	Replace Ex. Storm MH. Casting (to incl. full depth saw, furnish specified mh	EA	11	\$1,500.00	\$16,500.00	\$1,500.00	\$16,500.00	\$1,057.00	\$11,627.00
	116	W-25	Furnish Cast Mh. Adj. Rings 1-1/2" RISE (Neeenah # 1550-7150)	EA	65	\$178.00	\$11,570.00	\$178.00	\$11,570.00	\$178.00	\$11,570.00
	117	W-26	Water Valve Adj.	EA	23	\$12.50	\$287.50	\$12.50	\$287.50	\$12.50	\$287.50
							\$ 187,300.02		\$ 187,500.02		\$ 200,735.02
North 7th Street Roadway - Alternate 1											
	118	N7-1	Mill Exist. Asphalt Pavement	SY	7360	\$2.55	\$18,768.00	\$2.80	\$20,608.00	\$2.55	\$18,768.00
	119	N7-2	Butt Joints	SY	214	\$5.25	\$1,123.50	\$6.10	\$1,305.40	\$5.25	\$1,123.50
	120	N7-3	HMA Pavement, 4 LT 58-28 S	TONS	1226	\$64.40	\$78,954.40	\$64.40	\$78,954.40	\$64.40	\$78,954.40
	121	N7-4	Tack	GAL	1032	\$2.30	\$2,373.60	\$2.30	\$2,373.60	\$2.30	\$2,373.60
	122	N7-5	Remove and Replace 6" Curb and Gutter (to incl., sawcutting, c.a.b.c., #6x	LF	897	\$43.00	\$38,571.00	\$43.19	\$38,741.43	\$43.60	\$39,109.20
	123	N7-6	Remove and Replace Ex. Walk 4" or 6" Thickness (to incl. full depth saw, 4'	SF	5085	\$8.00	\$40,680.00	\$9.19	\$46,731.15	\$7.70	\$39,154.50
	124	N7-7	Detectable Warning Fields (natural patina)	EA	24	\$230.00	\$5,520.00	\$230.00	\$5,520.00	\$230.00	\$5,520.00
	125	N7-8	Pedestrian Curb	LF	480	\$22.00	\$10,560.00	\$22.00	\$10,560.00	\$25.00	\$12,000.00
	126	N7-9	Excavate Below Subgrade	CY	10	\$18.00	\$180.00	\$18.00	\$180.00	\$15.00	\$150.00
	127	N7-10	C.A.B.C.	Tons	20	\$13.00	\$260.00	\$13.00	\$260.00	\$15.00	\$300.00
	128	N7-11	Misc. 7" P.c.c. Rem. And Repl. (to be used for driveway/alley) (to incl. full	SY	15	\$80.00	\$1,200.00	\$81.19	\$1,217.85	\$80.00	\$1,200.00
	129	N7-12	Misc. 7" P.c.c. Pav't Rem. And Repl. (to incl. full depth saw, 10" c.a.b.c., dri	SY	15	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$85.00	\$1,275.00
							\$ 199,690.50		\$ 207,951.83		\$ 199,928.20
North 7th Street Sewer - Alternate 1											
	130	N7-13	Sanitary Sewer Lining, 10-inch	LF	580	\$28.00	\$16,240.00	\$28.00	\$16,240.00	\$28.00	\$16,240.00

2421-18 Street Improvement Program (#5667284)  
 Owner: City of Sheboygan, WI  
 Solicitor: City of Sheboygan, WI  
 04/17/2018 01:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson Construction Company		Northeast Asphalt, Inc.		Vinton Construction Company	
						Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7
	131	N7-14	Sanitary Sewer Lining, 12-inch	LF	218.7	\$50.60	\$11,066.22	\$50.60	\$11,066.22	\$50.60	\$11,066.22
	132	N7-15	Grout Wyes	EA	1	\$910.00	\$910.00	\$910.00	\$910.00	\$910.00	\$910.00
	133	N7-16	10" Storm Leads (to incl. full depth saw, removal of ex. pav't. and ex. lead,	LF	191	\$94.00	\$17,954.00	\$94.00	\$17,954.00	\$118.70	\$22,671.70
	134	N7-17	Furnish Cast Mh. Adj. Rings 1-1/2" RISE (Neenah # 1550-7150)	EA	11	\$178.00	\$1,958.00	\$178.00	\$1,958.00	\$178.00	\$1,958.00
	135	N7-18	Water Valve Adj.	EA	7	\$12.50	\$87.50	\$12.50	\$87.50	\$12.50	\$87.50
							\$ 48,215.72		\$ 48,215.72		\$ 52,933.42
<b>Grand Total with Alternates</b>							<b>\$ 2,420,317.28</b>		<b>\$ 2,456,858.26</b>		<b>\$ 2,455,506.78</b>
<b>Sanitary Sewer Total</b>							<b>\$258,580.18</b>		<b>\$258,580.18</b>		<b>\$258,580.18</b>
<b>Resurfacing - Sanitary Sewer Totaal</b>							<b>\$2,161,737.10</b>		<b>\$2,198,278.08</b>		<b>\$2,196,926.60</b>



**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 5 - 18 - 19 . By Alderperson Wolf. May 1, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Buteyn-Peterson Construction Company for \$2,420,317.28 and Miller Engineers and Scientists for an amount of \$4,000.00 for the Capital Improvement Resurfacing Project.

WHEREAS: Three bids were received in response to bid #2421-18. The low bid received from Buteyn-Peterson Construction Company has been determined to meet all of the specifications.

WHEREAS, construction material testing services will be provided by Miller Engineers & Scientists in an amount not to exceed \$4,000.

RESOLVED: That the appropriate City Officials to enter into a contract with Buteyn-Peterson Construction Company for \$2,420,317.28 and Miller Engineers and Scientists for an amount of \$4,000.00 for the Capital Improvement Resurfacing Project.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #40033140-631200 Capital Project Funds - Street Improvements for \$980,318.37, account #47733140-631200 Capital Improvement Fund - Street Improvements for \$1,185,418.83 and account #60134110-980099 - Wastewater Utility Fund - Replacement Costs for \$258,850.18 in payment of same.

*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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing the appropriate City Officials to enter into a contract with Buteyn-Peterson Construction Company for \$2,420,317.28, and Miller Engineers and Scientists for an amount of \$4,000.00 for the Capital Improvement Resurfacing Project.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer and Kevin Jump, Civil Engineer/Project Manager

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**REPORT DATE:** April 24, 2018

**MEETING DATE:** May 1, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 40033140-631200  
47733140-631200  
60134110-980099

Wisconsin Statutes: N/A

Budget Summary: Capital Project  
Funds – Street  
Improvements  
  
Capital  
Improvement Fund  
– Street  
Improvements  
  
Wastewater Utility  
Fund –  
Replacement Costs

Municipal Code: N/A

Budgeted Expenditure: \$1,602,750.00  
\$1,784,250.00  
\$1,050,000.00

Budgeted Revenue: N/A

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**BACKGROUND / ANALYSIS:** This document authorizes the Department of Public Works to enter into a contract for the 2018 Bituminous Resurfacing Program along with our annual Sanitary Sewer Lining Program. This program is our traditional mill-and-fill asphalt replacement program and also includes curb and gutter replacement, intersection sidewalk repairs, sanitary sewer repairs, and storm sewer repairs.

**STAFF COMMENTS:** Department of Public Works staff will perform asphalt paving on Heller Avenue and Mehrrens Avenue. Other potential costs including material testing to be performed by Millers Engineers and Scientists for an amount not to exceed \$4,000.00. The cost of the storm sewer work plus testing is a total cost of \$2,424,317.28 (\$2,420,317.28+ \$4,000.00).

**ACTION REQUESTED:** Motion to approve Res. No. 5-18-19 authorizing the appropriate City Officials to enter into a contract with Buteyn-Peterson Construction Company for \$2,420,317.28 and Miller Engineers and Scientists for an amount of \$4,000.00 for the Capital Improvement Resurfacing Project.

**ATTACHMENTS:**

- I. Res. No. 5-18-19
- II. Summary of Bids Received

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing the appropriate City Officials to enter into a contract with Vinton Construction Company for \$242,397.57 and Miller Engineers and Scientists for an amount of \$4,000.00 for the Concord Drive Storm Sewer and Wilson Avenue Storm Sewer Project.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer and Kevin Jump, Civil Engineer/Project Manager

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**REPORT DATE:** April 19, 2018

**MEETING DATE:** April 24, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 40761100-611200  
47533140-631200

Wisconsin Statutes: N/A

Budget Summary: Industrial Park –  
Land Improvements

Municipal Code: N/A

Capital  
Improvement Fund  
–Street  
Improvements

Budgeted Expenditure: \$225,000.00  
\$1,807,186.00

Budgeted Revenue: N/A

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**BACKGROUND / ANALYSIS:** The bids were opened on March 20, 2018, at 11:00 a.m. with Vinton Construction Company, from Manitowoc, Wisconsin, being the low bidder with a total bid of \$ 242,397.57. A total of two bids were received: Vinton Construction Company of Manitowoc, Wisconsin and Buteyn Peterson of Sheboygan, Wisconsin (see attachment).

The other potential costs associated with this project are the cost for material testing from Miller Engineers and Scientist for \$4,000.00. The cost of the storm sewer work and material testing is a total dollar amount of \$246,397.57 (\$242,397.57+ \$4,000.00)

**STAFF COMMENTS:** The Concord Drive Storm Sewer project is needed for the drainage of the existing Business Center due to a development of a new site in the Business Center.

The Wilson Avenue Storm Sewer Outfall is needed because the existing storm sewer outfall is failing and needs to be replaced. This outfall was originally installed in 1969.

**ACTION REQUESTED:** Motion to approve Res.No. 7-18-19 authorizing the appropriate City Officials to enter into a contract with Vinton Construction Company for \$242,397.57 and Miller Engineers and Scientists for an amount of \$4,000.00 for the Concord Drive Storm Sewer and Wilson Avenue Storm Sewer Outfall Project.

**ATTACHMENTS:**

- I. Res. No. 7-18-19
- II. Summary of Bids Received

**III**

**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 7 - 18 - 19. By Alderperson Wolf. May 1, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Vinton Construction Company for \$242,397.57 and Miller Engineers and Scientists for an amount of \$4,000 for the Concord Drive Storm Sewer and Wilson Avenue Storm Sewer Outfall Project.

WHEREAS: Two bids were received in response to bid #2422-18. The low bid received from Vinton Construction Company has been determined to meet all of the specifications.

WHEREAS, construction material testing services will be provided by Miller Engineers & Scientists in an amount not to exceed \$4,000.

RESOLVED: That the appropriate City Officials to enter into a contract with Vinton Construction Company for \$242,397.57 and Miller Engineers and Scientists for an amount of \$4,000 for the Concord Drive Storm Sewer and Wilson Avenue Outfall Project.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #40761100-611200 Industrial Park Fund - Land Improvements for \$118,720.27 and account #47533140-631200 for \$127,677.30 in payment of same.

*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

2422-18 Concord Drive Storm Sewer Extension and Wilson Avenue Duffall (#5602972)  
 Owner: City of Sheboygan, WI  
 Solicitor: City of Sheboygan, WI  
 03/20/2018 11:00 AM CDT

Section Title	Unit/Item	Item Code	Item Description	Unit/A	Quantity	Bulwain Construction		Kja Rudolph Construction Company Inc		Vinton Construction Company		K&B Construction		Advance Construction Inc.	
						Unit Price	Extension	Unit Price2	Extension1	Unit Price1	Extension2	Unit Price3	Extension2	Unit Price4	Extension3
<b>Concord Drive</b>															
1 R1	Mobilization	LS			1	\$750.00	\$750.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$4,700.00	\$4,700.00	\$10,000.00	\$10,000.00
2 R2	Construction Staking	LS			1	\$500.00	\$500.00	\$450.00	\$450.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
3 R3	Structure CB 101 (Complete)	EA			1	\$4,727.00	\$4,727.00	\$3,099.49	\$3,099.49	\$3,429.00	\$3,429.00	\$4,850.00	\$4,850.00	\$5,544.00	\$5,544.00
4 R4	Structure CB 101 (Complete)	EA			1	\$4,800.00	\$4,800.00	\$3,258.75	\$3,258.75	\$3,597.00	\$3,597.00	\$3,620.00	\$3,620.00	\$4,051.00	\$4,051.00
5 R5	Structure CB 102 (Complete)	EA			1	\$4,850.00	\$4,850.00	\$3,599.95	\$3,599.95	\$3,765.00	\$3,765.00	\$3,620.00	\$3,620.00	\$4,051.00	\$4,051.00
6 R6	48-inch RCP Endwall	EA			1	\$2,214.00	\$2,214.00	\$1,317.92	\$1,317.92	\$5,076.00	\$1,076.00	\$1,510.00	\$1,510.00	\$1,932.00	\$1,932.00
7 R7	Storm Sewer Pipe, 48-inch, HDPE	LF			551	\$116.00	\$61,916.00	\$103.21	\$56,668.71	\$98.35	\$54,190.85	\$89.00	\$49,039.00	\$97.00	\$53,447.00
8 R8	Rip Rap, 12-inch Thick, and Geotextile Fabric	SY			12	\$41.00	\$492.00	\$39.95	\$1,127.40	\$37.00	\$444.00	\$100.00	\$1,200.00	\$35.00	\$420.00
9 A9	Erosion Control, Inlet Protection	EA			7	\$75.00	\$525.00	\$100.00	\$700.00	\$48.00	\$336.00	\$25.00	\$175.00	\$100.00	\$700.00
10 R10	Erosion Control, Tracking Pad	EA			1	\$500.00	\$500.00	\$800.00	\$800.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00
11 R11	Earth Fill	CY			4800	\$1.00	\$4,800.00	\$4.20	\$20,160.00	\$5.00	\$24,000.00	\$8.00	\$38,400.00	\$16.00	\$76,800.00
12 R25	Restoration	LS			1	\$7,553.00	\$7,553.00	\$2,400.37	\$2,400.37	\$15,000.00	\$15,000.00	\$7,780.00	\$7,780.00	\$15,000.00	\$15,000.00
							\$95,627.00		\$98,782.59		\$115,937.85		\$117,394.00		\$174,175.00
<b>Alternate 1 - Concord Drive</b>															
13 A1	Add or deduct per LF for 48-inch RCP in place of 48-inch HDPE Pipe	LF			551	\$19.00	\$10,469.00	\$108.56	\$59,816.56	\$1.42	\$782.42	\$24.60	\$13,554.60	\$1.00	\$551.00
<b>Alternate 2 - Wilson Avenue</b>															
14 W1	Mobilization	LS			1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00	\$6,700.00	\$6,700.00	\$14,500.00	\$14,500.00
15 W2	Construction Staking	LS			1	\$500.00	\$500.00	\$750.00	\$750.00	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00	\$1,900.00	\$1,900.00
16 W3	Erosion Control, Inlet Protection - Type A	EA			5	\$75.00	\$375.00	\$131.25	\$656.25	\$125.00	\$625.00	\$100.00	\$500.00	\$125.00	\$625.00
17 W4	Erosion Control, Inlet Protection - Type B	EA			1	\$75.00	\$75.00	\$52.50	\$52.50	\$46.00	\$46.00	\$50.00	\$50.00	\$50.00	\$50.00
18 W5	Erosion Control, Inlet Protection - Type C	EA			8	\$75.00	\$600.00	\$57.75	\$462.00	\$48.00	\$384.00	\$75.00	\$600.00	\$55.00	\$440.00
19 W6	Erosion Control, Silt Fence	LF			40	\$5.00	\$200.00	\$10.00	\$400.00	\$4.50	\$180.00	\$3.00	\$120.00	\$5.00	\$200.00
20 W7	Erosion Control, Erosion Bales	EA			12	\$20.00	\$240.00	\$35.00	\$420.00	\$25.00	\$300.00	\$25.00	\$300.00	\$15.00	\$180.00
21 W8	Removing Concrete Pavement, including saw cutting	SY			534	\$4.09	\$2,184.06	\$4.25	\$2,269.50	\$7.00	\$3,738.00	\$8.00	\$4,272.00	\$7.00	\$3,738.00
22 W9	Removing Concrete Sidewalk, including saw cutting	SY			5	\$10.00	\$50.00	\$9.00	\$45.00	\$10.00	\$50.00	\$12.00	\$60.00	\$5.00	\$25.00
23 W10	Concrete Pavement, 7-inches down and joint sealed, including Base Aggregate	SY			463	\$57.00	\$26,511.00	\$62.70	\$29,030.10	\$57.00	\$26,391.00	\$58.00	\$26,854.00	\$53.50	\$24,600.50
24 W11	Concrete Curb and Gutter, Integral, 30-inch, including Base Aggregate	LF			264	\$33.35	\$8,804.40	\$17.10	\$4,514.40	\$15.35	\$4,105.20	\$16.55	\$4,369.20	\$23.00	\$6,072.00
25 W12	Concrete Curb and Gutter, 36-inch w 6-inch Sloped Curb & Reverse Slope Gutter, including Base Aggregate	LF			36	\$25.00	\$900.00	\$27.50	\$990.00	\$25.00	\$900.00	\$26.00	\$936.00	\$18.00	\$648.00
26 W13	Concrete Sidewalk, 4-inch, including Base Aggregate	SF			42	\$8.00	\$336.00	\$8.80	\$369.60	\$8.00	\$336.00	\$10.00	\$420.00	\$17.00	\$714.00
27 W14	Remove Existing Storm Endwall	EA			1	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$275.00	\$275.00	\$1,000.00	\$1,000.00	\$300.00	\$300.00
28 W15	Remove Existing Storm Manhole	EA			1	\$750.00	\$750.00	\$2,500.00	\$2,500.00	\$935.00	\$935.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
29 W16	Remove Existing Storm Inlet	EA			2	\$380.00	\$760.00	\$495.00	\$990.00	\$235.00	\$470.00	\$150.00	\$300.00	\$500.00	\$1,000.00
30 W17	Remove Existing Storm Sewer Pipe	LF			197	\$48.00	\$9,456.00	\$25.00	\$4,925.00	\$15.00	\$2,955.00	\$6.00	\$1,182.00	\$20.00	\$3,940.00
31 W18	Apron Endwall for Culvert Pipe Reinforced Concrete 60-inch with Trash Guard	EA			1	\$5,456.00	\$5,456.00	\$5,816.56	\$5,816.56	\$2,615.00	\$2,615.00	\$4,445.00	\$4,445.00	\$6,677.00	\$6,677.00
32 W19	Structure, BoxID Combination Storm Manhole-Inlet 201	EA			1	\$13,420.00	\$13,420.00	\$12,842.27	\$12,842.27	\$10,830.00	\$10,830.00	\$27,790.00	\$27,790.00	\$19,000.00	\$19,000.00
33 W20	Structure, BoxID Combination Storm Manhole-Inlet 202	EA			1	\$12,380.00	\$12,380.00	\$15,544.17	\$15,544.17	\$10,215.00	\$10,215.00	\$29,790.00	\$29,790.00	\$26,000.00	\$26,000.00
34 W21	Structure, Storm Sewer Inlet (Complete), N-1, 201-S	EA			1	\$1,522.00	\$1,522.00	\$1,945.62	\$1,945.62	\$1,976.00	\$1,976.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
35 W22	Structure, Storm Sewer Inlet (Complete), N-1, 202-S	EA			1	\$1,522.00	\$1,522.00	\$1,945.62	\$1,945.62	\$1,976.00	\$1,976.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
36 W23	Storm Sewer Pipe, 60-inch, RCP Class III	LF			146	\$348.00	\$50,808.00	\$565.66	\$82,498.76	\$202.20	\$29,521.20	\$458.00	\$66,868.00	\$255.00	\$37,230.00
37 W24	Storm Sewer Pipe, 12-inch, RCP Class III	LF			54	\$76.00	\$4,104.00	\$83.27	\$4,496.58	\$86.90	\$4,692.60	\$47.00	\$2,538.00	\$75.00	\$4,050.00
38 W25	Sanitary Sewer Pipe, 8-inch, SDR-35 PVC	LF			20	\$42.00	\$840.00	\$206.53	\$4,130.60	\$131.12	\$2,622.40	\$50.00	\$1,000.00	\$80.00	\$1,600.00
39 W26	Concrete Cular for 60-inch Pipe	EA			3	\$814.00	\$2,442.00	\$150.00	\$450.00	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00
40 W27	Joint Ties for 60-inch Concrete Pipe	EA			8	\$46.00	\$368.00	\$44.27	\$354.16	\$63.50	\$508.00	\$100.00	\$800.00	\$180.00	\$1,440.00
41 W28	Polystyrene Insulation	SF			48	\$2.00	\$96.00	\$1.50	\$72.00	\$2.80	\$134.40	\$2.00	\$96.00	\$5.00	\$240.00
42 W29	Rip Rap Heavy, 24-inch Thick, including Type "HR" Geotextile Fabric	SY			26	\$41.61	\$1,081.86	\$110.76	\$2,879.76	\$37.50	\$975.00	\$146.00	\$3,796.00	\$26.00	\$676.00
43 W30	Site Grading	LS			1	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
44 W31	Remove & Reinstall Beam Guard	LS			1	\$1,195.00	\$1,195.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$9,500.00	\$9,500.00
45 W32	Slope Restoration	SY			188	\$10.99	\$2,066.12	\$18.10	\$3,402.80	\$9.75	\$1,833.00	\$11.15	\$2,096.20	\$8.00	\$1,504.00
46 W33	Urban Lawn Restoration	SY			286	\$4.97	\$1,421.42	\$10.78	\$3,083.08	\$9.75	\$2,788.50	\$3.50	\$1,010.50	\$4.00	\$1,152.00
							\$173,544.66		\$203,636.33		\$123,677.30		\$199,883.40		\$199,657.50
<b>Base Bid Total:</b>															
<b>Total Concord (Base) plus Wilson</b>							\$269,171.66		\$303,418.92		\$241,615.15		\$317,277.40		\$373,782.50
<b>Total Concord (w/RCP) plus Wilson</b>							\$279,640.66		\$362,235.48		\$242,997.57		\$330,832.00		\$374,333.50

2422-18 Concord Drive Storm Sewer Extension and Wilson Avenue Outfall (#5602972)  
 Owner: City of Sheboygan, WI  
 Solicitor: City of Sheboygan, WI  
 03/20/2018 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UoffM	Quantity	Buteyn-Peterson Construction		Kip Gulseth Construction Company Inc.		Vinton Construction Company		KIN-X Construction		Advance Construction Inc.	
						Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7	Unit Price8	Extension9
<b>Concord Drive</b>															
	1	R1	Mobilization	LS	1	\$750.00	\$750.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$4,700.00	\$4,700.00	\$10,000.00	\$10,000.00
	2	R2	Construction Staking	LS	1	\$500.00	\$500.00	\$450.00	\$450.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
	3	R3	Structure CB 100 (Complete)	EA	1	\$4,727.00	\$4,727.00	\$3,099.49	\$3,099.49	\$3,429.00	\$3,429.00	\$4,850.00	\$4,850.00	\$5,544.00	\$5,544.00
	4	R4	Structure CB 101 (Complete)	EA	1	\$4,800.00	\$4,800.00	\$3,258.75	\$3,258.75	\$3,597.00	\$3,597.00	\$3,620.00	\$3,620.00	\$4,051.00	\$4,051.00
	5	R5	Structure CB 102 (Complete)	EA	1	\$4,850.00	\$4,850.00	\$3,599.95	\$3,599.95	\$3,765.00	\$3,765.00	\$3,620.00	\$3,620.00	\$4,051.00	\$4,051.00
	6	R6	48-inch RCP Endwall	EA	1	\$2,214.00	\$2,214.00	\$1,317.92	\$1,317.92	\$1,076.00	\$1,076.00	\$1,510.00	\$1,510.00	\$1,912.00	\$1,912.00
	7	R7	Storm Sewer Pipe, 48-inch, HDPE	LF	551	\$116.00	\$63,916.00	\$103.21	\$56,868.71	\$98.35	\$54,190.85	\$89.00	\$49,039.00	\$97.00	\$53,447.00
	8	R8	Rip Rap, 12-inch Thick, and Geotextile Fabric	SY	12	\$41.00	\$492.00	\$93.95	\$1,127.40	\$37.00	\$444.00	\$100.00	\$1,200.00	\$35.00	\$420.00
	9	R9	Erosion Control, Inlet Protection	EA	7	\$75.00	\$525.00	\$100.00	\$700.00	\$48.00	\$336.00	\$25.00	\$175.00	\$100.00	\$700.00
	10	R10	Erosion Control, Tracking Pad	EA	1	\$500.00	\$500.00	\$800.00	\$800.00	\$300.00	\$300.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00
	11	R11	Earth Fill	CY	4800	\$1.00	\$4,800.00	\$4.20	\$20,160.00	\$5.00	\$24,000.00	\$8.00	\$38,400.00	\$16.00	\$76,800.00
	12	R25	Restoration	LS	1	\$7,553.00	\$7,553.00	\$2,400.37	\$2,400.37	\$15,000.00	\$15,000.00	\$7,780.00	\$7,780.00	\$15,000.00	\$15,000.00
							\$95,627.00		\$98,782.59		\$115,937.85		\$117,394.00		\$174,125.00
<b>Alternate 1 - Concord Drive</b>															
	13	A1	Add or deduct per LF for 48-inch RCP in place of 48-inch HDPE Pipe	LF	551	\$19.00	\$10,469.00	\$108.56	\$59,816.56	\$1.42	\$782.42	\$24.60	\$13,554.60	\$1.00	\$551.00
<b>Alternate 2 - Wilson Avenue</b>															
	14	W1	Mobilization	LS	1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00	\$6,700.00	\$6,700.00	\$14,500.00	\$14,500.00
	15	W2	Construction Staking	LS	1	\$500.00	\$500.00	\$750.00	\$750.00	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00	\$1,900.00	\$1,900.00
	16	W3	Erosion Control, Inlet Protection - Type A	EA	5	\$75.00	\$375.00	\$131.25	\$656.25	\$125.00	\$625.00	\$100.00	\$500.00	\$125.00	\$625.00
	17	W4	Erosion Control, Inlet Protection - Type B	EA	1	\$75.00	\$75.00	\$52.50	\$52.50	\$46.00	\$46.00	\$50.00	\$50.00	\$50.00	\$50.00
	18	W5	Erosion Control, Inlet Protection - Type C	EA	8	\$75.00	\$600.00	\$57.75	\$462.00	\$48.00	\$384.00	\$75.00	\$600.00	\$55.00	\$440.00
	19	W6	Erosion Control, Sill Fence	LF	40	\$5.00	\$200.00	\$10.00	\$400.00	\$4.50	\$180.00	\$3.00	\$120.00	\$5.00	\$200.00
	20	W7	Erosion Control, Erosion Bales	EA	12	\$20.00	\$240.00	\$35.00	\$420.00	\$25.00	\$300.00	\$25.00	\$300.00	\$15.00	\$180.00
	21	W8	Removing Concrete Pavement, including saw cutting	SY	534	\$4.09	\$2,184.06	\$4.25	\$2,269.50	\$7.00	\$3,738.00	\$8.00	\$4,272.00	\$7.00	\$3,738.00
	22	W9	Removing Concrete Sidewalk, including saw cutting	SY	5	\$10.00	\$50.00	\$9.00	\$45.00	\$10.00	\$50.00	\$12.00	\$60.00	\$5.00	\$25.00
	23	W10	Concrete Pavement, 7-inches doweled and joint sealed, including Base Aggregate	SY	463	\$57.00	\$26,391.00	\$62.70	\$29,030.10	\$57.00	\$26,391.00	\$58.00	\$26,854.00	\$63.50	\$29,400.50
	24	W11	Concrete Curb and Gutter, Integral, 30-Inch, including Base Aggregate	LF	264	\$15.55	\$4,105.20	\$17.10	\$4,514.40	\$15.55	\$4,105.20	\$16.55	\$4,369.20	\$23.00	\$6,072.00
	25	W12	Concrete Curb and Gutter, 36-Inch w 6-inch Sloped Curb & Reverse Slope Gutter, including Base Aggregate	LF	36	\$25.00	\$900.00	\$27.50	\$990.00	\$25.00	\$900.00	\$26.00	\$936.00	\$38.00	\$1,368.00
	26	W13	Concrete Sidewalk, 4-inch, including Base Aggregate	SF	42	\$8.00	\$336.00	\$8.80	\$369.60	\$8.00	\$336.00	\$10.00	\$420.00	\$17.00	\$714.00
	27	W14	Remove Existing Storm Endwall	EA	1	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$275.00	\$275.00	\$1,000.00	\$1,000.00	\$300.00	\$300.00
	28	W15	Remove Existing Storm Manhole	EA	1	\$750.00	\$750.00	\$2,500.00	\$2,500.00	\$535.00	\$535.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
	29	W16	Remove Existing Storm Inlet	EA	2	\$380.00	\$760.00	\$495.00	\$990.00	\$235.00	\$470.00	\$150.00	\$300.00	\$500.00	\$1,000.00
	30	W17	Remove Existing Storm Sewer Pipe	LF	197	\$48.00	\$9,456.00	\$25.00	\$4,925.00	\$15.00	\$2,955.00	\$6.00	\$1,182.00	\$20.00	\$3,940.00
	31	W18	Apron Endwall for Culvert Pipe Reinforced Concrete 60-Inch with Trash Guard	EA	1	\$5,456.00	\$5,456.00	\$5,816.56	\$5,816.56	\$2,615.00	\$2,615.00	\$4,445.00	\$4,445.00	\$6,677.00	\$6,677.00
	32	W19	Structure, 8x10 Combination Storm Manhole-Inlet	EA	1	\$13,420.00	\$13,420.00	\$12,842.27	\$12,842.27	\$10,830.00	\$10,830.00	\$27,790.00	\$27,790.00	\$19,000.00	\$19,000.00
	33	W20	Structure, 8x10 Combination Storm Manhole-Inlet 202	EA	1	\$12,380.00	\$12,380.00	\$15,544.17	\$15,544.17	\$10,215.00	\$10,215.00	\$29,790.00	\$29,790.00	\$26,000.00	\$26,000.00
	34	W21	Structure, Storm Sewer Inlet (Complete), N-1, 201-S	EA	1	\$1,522.00	\$1,522.00	\$1,945.62	\$1,945.62	\$1,976.00	\$1,976.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
	35	W22	Structure, Storm Sewer Inlet (Complete), N-1, 202-S	EA	1	\$1,522.00	\$1,522.00	\$1,945.62	\$1,945.62	\$1,976.00	\$1,976.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
	36	W23	Storm Sewer Pipe, 60-inch, RCP Class III	LF	146	\$348.00	\$50,808.00	\$565.06	\$82,498.76	\$202.20	\$29,521.20	\$458.00	\$66,868.00	\$255.00	\$37,230.00
	37	W24	Storm Sewer Pipe, 12-inch, RCP Class III	LF	54	\$76.00	\$4,104.00	\$83.27	\$4,496.58	\$86.90	\$4,692.60	\$47.00	\$2,538.00	\$75.00	\$4,050.00
	38	W25	Sanitary Sewer Pipe, 8-inch, SDR-35 PVC	LF	20	\$42.00	\$840.00	\$206.53	\$4,130.60	\$131.12	\$2,622.40	\$50.00	\$1,000.00	\$80.00	\$1,600.00
	39	W26	Concrete Collar for 60-Inch Pipe	EA	3	\$814.00	\$2,442.00	\$150.00	\$450.00	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00
	40	W27	Joint Ties for 60-Inch Concrete Pipe	EA	8	\$46.00	\$368.00	\$44.27	\$354.16	\$63.50	\$508.00	\$100.00	\$800.00	\$180.00	\$1,440.00
	41	W28	Polystyrene Insulation	SF	48	\$2.00	\$96.00	\$1.50	\$72.00	\$2.80	\$134.40	\$2.00	\$96.00	\$5.00	\$240.00
	42	W29	Rip Rap Heavy, 24-inch Thick, including Type "HR" Geotextile Fabric	SY	26	\$41.61	\$1,081.86	\$110.76	\$2,879.76	\$37.50	\$975.00	\$146.00	\$3,796.00	\$26.00	\$676.00
	43	W30	Site Grading	LS	1	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
	44	W31	Remove & Reinstall Beam Guard	LS	1	\$1,195.00	\$1,195.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$9,500.00	\$9,500.00
	45	W32	Slope Restoration	SY	188	\$10.99	\$2,066.12	\$18.10	\$3,402.80	\$9.75	\$1,833.00	\$11.15	\$2,096.20	\$8.00	\$1,504.00
	46	W33	Urban Lawn Restoration	SY	286	\$4.97	\$1,421.42	\$10.78	\$3,083.08	\$9.75	\$2,788.50	\$3.50	\$1,001.00	\$8.00	\$2,288.00
<b>Base Bid Total:</b>							\$173,544.66		\$203,636.33		\$125,677.30		\$199,883.40		\$199,657.50
<b>Total Concord (Base) plus Wilson</b>								\$269,171.66	\$302,418.92	\$241,615.15	\$317,277.40		\$373,782.50		
<b>Total Concord (w/RCP) plus Wilson</b>							\$279,640.66	\$362,235.48	\$242,397.57	\$330,832.00		\$374,333.50			

III

**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 4 - 18 - 19. By Alderpersons Wolf and Sorenson. May 1, 2018.

A RESOLUTION authorizing executing a Sewer Project Memorandum of Understanding for a project involving improvements to a portion of sewer line located on South Business Drive to accommodate development within the SouthPointe Enterprise Campus.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Sewer Project Memorandum of Understanding between the Town of Wilson Sanitary District No. 1 and the City of Sheboygan, in form substantially similar to the attached.

*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

## **Sewer Project Memorandum of Understanding**

This Sewer Project Memorandum of Understanding (“MOU”) is entered into by and between the Town of Wilson Sanitary District No. 1 (the “District”) and the City of Sheboygan (the “City”) as of the latest date set forth below.

### **Recitals**

- A. The City has approached the District regarding its interest in making improvements to the portion of sewer line located on South Business Drive, generally in the area between Weeden Creek Road and Sunset Road (the “Sewer Line”). The proposed improvements involve pipe-bursting the Sewer Line to increase its interior diameter from ten inches to sixteen inches and is intended to accommodate anticipated development within the SouthPointe Enterprise Campus, located in the City, that would transport wastewater through the Sewer Line (the “Project”). The Project will also involve the replacement of all related manholes.
- B. The City has expressed its need for expediency with the Project. The City has expressed its need for expediency with the Project, as it has begun developing the SouthPointe Enterprise Campus as a 162-acre industrial and light manufacturing park. Phase one, which includes 132 acres of shovel-ready developable parcels ranging from two to 40 acres, is under construction and already being marketed, with distinct interest from potential developers. When complete, the campus will have fully developed streets and utilities, and will provide an economic benefit to the entire region. Additional pipe-bursting between Stahl road and Sunset Road would occur later, after 2018.
- C. The Sewer Line is owned by the District. This MOU is intended to provide the terms and conditions of for the District’s agreement to the Project.
- D. In addition, the City and District are parties to a 1975 Joint Sewage Agreement and amendments thereto that govern the ownership, operation, maintenance, and shared use of sewer infrastructure by the City and District (collectively, the “Master Agreement”).

NOW, THEREFORE, in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. The Project. The parties hereby set forth their understanding that, pursuant to the 1975 Agreement, the City may proceed with the Project, and that they shall do so under the following terms:

- a. Specifications. The Project will be performed in accordance with all applicable District standards and specifications, and with all applicable provisions of state, federal, and local law.
- b. Project Costs: All costs of the Project will be the responsibility of the City.
- c. Start Date: The Project may not begin until on or after May 08, 2018 and not until the City provides the District with seven (7) days prior written notice of the preconstruction conference. The District may attend the conference and ask questions including but not limited to the pipebursting improvements, related schedules, traffic control and road closures, and coordination with District customers.
- d. Pre-Construction Conference: The City will permit the District to participate in all preconstruction conferences regarding the Project and will work with the District in the coordination of construction sequencing, scheduling, and duration.
- e. Lateral Inspections and Reinstatement.
  - i. Prior to beginning work on the Project, the City will clean and televise all existing sewer laterals connected to the Sewer Line to determine their pre-Project condition. The laterals shall be inspected from the main connection to the building face.
  - ii. Upon completion of the Project, the City will again clean and televise all sewer laterals connected to the Sewer Line to determine their post-Project condition.
  - iii. As soon as practicable after each cleaning and televising process, the City will provide the District with copies of all video obtained during the televising as well as reports identifying all defects observed within the laterals during the televising process.
  - iv. The City will, at its cost, repair any defects in the laterals that arise between the pre-Project inspection and the post-Project inspection.
  - v. The City will also, at its cost, reinstate service to all customers after completion of the Project.
- f. District Inspection.
  - i. The District and its agents will be allowed to independently observe and inspect the Project and its related work. The City will provide the

District with copies of all required submittals, test, and verifications required by the Project's contract documents upon receipt thereof.

- ii. The City will correct any defects identified during any observation or inspection (whether by the City, District, their agents or contractors, or otherwise) within 30 days of written notice of such defect by the District.

g. Indemnification.

- i. To the fullest extent permitted by law, the Parties will defend, indemnify, and hold each other and their respective officers, agents, employees, and insurers harmless, from and against all claims, losses, and damages of any kind (including reasonable attorneys' fees) arising out of the Project.
- ii. The City will also require that all contractors on the Project agree to indemnify, defend, and hold harmless the Parties, and their respective officers, agents, employees, and insurers to the same extent that the contractors will do so for the City.
- iii. The City will also require that all contractors on the Project name the District and the Town of Wilson, and their respective officers, agents, employees, and insurers as an additional insured on all certificates of insurance on which the City is named as additional insured. The District and the Town of Wilson and their respective agents will be provided copies of certificates of insurance demonstrating such coverage.

h. Ownership of Sewer Line. The parties agree that ownership of the Sewer Line will not be affected by the Project, and shall be determined pursuant to the 1975 Agreement and the boundaries between the City and the Town of Wilson.

i. Operation, Maintenance, and Repairs. The City shall require warranties from all of its contractors on the Project, and require that said contractors pass along their warranties to the District.

j. No Special Assessments. The City agrees that it will not impose any special assessments on District or Town residents for costs related to the Project. This provision does not prevent the City from imposing special assessments in cases where a benefit inures after the beneficiary has been annexed into the City.

- k. Liens. The City will ensure that the Sewer Line and all other District property and funds remain free of liens related to the Project at all times.

2. Manhole Project Reimbursement.

- a. On or before the later of May 30, 2018, or the date of approval of the City's connection to the Sewer Line by the District, the City will pay to the District the amount of \$37,720 in reimbursement of costs incurred by the District in 2017 for manhole-related improvements in cth OK (South Business Drive) generally between Weeden Creek Road and Stahl Road.
- b. The City will also pay to the District the amount of \$19,620 in reimbursement of costs incurred by the District in 2017 for manhole-related improvements in in cth OK (South Business Drive) generally between Stahl Road and Sunset Road. Such payment will occur the same year the City improves the Sewer Line in that area.

3. DNR Permit. The parties agree that compliance with the terms of this MOU shall be made a condition of the sewer extension permit for the Project to be issued by the Wisconsin Department of Natural Resources.

4. Miscellaneous:

- a. No Waiver. No waiver of any provision of this MOU shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this MOU signed by both parties, nor shall the waiver of any default under his MOU be deemed a waiver of any subsequent default or defaults of the same type.
- b. Amendment. This MOU may be amended only by a written amendment approved and executed by both parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF WILSON SANITARY  
DISTRICT NO. 1

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

President

Attest: \_\_\_\_\_

Secretary

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF SHEBOYGAN

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

Mayor

Attest: \_\_\_\_\_

City Clerk

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing executing a Sewer Project Memorandum of Understanding for a project involving improvements to a portion of sewer line located on South Business Drive to accommodate development within the SouthPointe Enterprise Campus.

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

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**REPORT DATE:** April 26, 2018

**MEETING DATE:** May 1, 2018

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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:** This resolution is the result of several meetings with Town of Wilson officials regarding the need to expand the sanitary sewer main serving the new proposed business center. As part of the construction of the business center, the project needs to upsize an existing Town of Wilson sewer from 10 inches to 16 inches.

Town of Wilson officials were concerned on other impacts to Town infrastructure and requested a resolution by the Common Council to agree to cost share and work collaboratively with the Town of Wilson on future sanitary sewer concerns as both the City of Sheboygan and the Town of Wilson share this infrastructure and have existing agreements in place.

**STAFF COMMENTS:** The sanitary sewer collection system is a shared system, although each municipality is responsible for its own infrastructure, proper planning and design for future flows and cooperation with information are responsible and necessary to ensure infrastructure is size appropriately and avoids situations such as the situation dictating the need for this Memorandum of Understanding.

**ACTION REQUESTED:** Motion to approve Res. No. 4-18-19 authorizing executing a Sewer Project Memorandum of Understanding for a project involving improvements to a portion of sewer line located on South Business Drive to accommodate development within the SouthePointe Enterprise Campus.

**ATTACHMENTS:**

- I. Res. No. 4-18-19
- II. Memorandum of Understanding

1423893

THIS INDENTURE, Made by County of Sheboygan, a  
municipal Corporation  
 a Corporation duly organized and existing under and by virtue of the laws of  
 the State of Wisconsin, grantor, of Sheboygan  
 County, Wisconsin, hereby conveys and warrants to  
City of Sheboygan, a municipal Corporation  
 grantee,  
 of Sheboygan County, Wisconsin, for the  
 sum of One Dollar (\$1.00) and other good and  
valuable consideration  
 the following tract of land in Sheboygan County,  
 State of Wisconsin:

RECORDED  
SHEBOYGAN COUNTY, WI

Value of Taxes  
 1385  
 Record on page 244/5  
 Registrar

195 APR-6 P 12:55  
 95 M-6 P. 15

FEE  
 # 17.25(2)  
 EXEMPT

RETURN TO City Attorney  
 807 Center Ave.  
 Sheboygan, WI 53081

Part of Lot Six (6) and all of Lot Seven (7) of Ellen M. Bates  
 Subdivision, and a part of the Northeast Quarter (NE-1/4) of the  
 Northwest Quarter (NW-1/4), all in Section Twenty-two (22),  
 Township Fifteen (15) North, Range Twenty-three (23) East, City of  
 Sheboygan, more particularly described and set forth as Lot 2 of a  
 Certified Survey Map recorded as Document No. 1420182, in Volume 12  
 of Certified Survey Maps, on Pages 32/4, in the Office of the  
 Register of Deeds for Sheboygan County, Wisconsin, on January 20,  
 1995, at 2:15 p.m.

TOGETHER WITH an easement Thirty (30.00) feet in width along the  
 South line of Lot 1 of the above-referenced Certified Survey Map  
 for access and egress to said Lot 2, as is identified on said  
 Certified Survey Map. This easement may be relocated by Sheboygan  
 County or its successors in title to Lot One (1) of the above  
 described survey map with the only condition to such action being  
 that the relocated easement provide reasonable access to the above-  
 described property.

Part of Tax Parcel Nos. 206680 and 214090.

EXCEPTIONS TO WARRANTY:

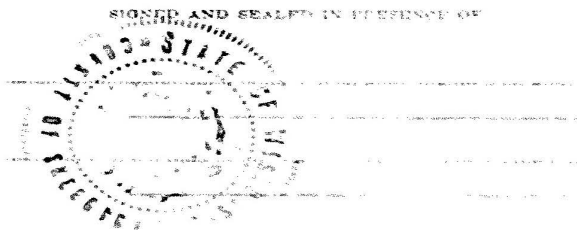
Municipal building and zoning ordinances and recorded easements.

STIENB311	0001	LSK	86.00
001EN8317	0001	LSK	86.00
001EN8319	0001	LSK	84.00

(Continued on Reverse Side)

(SEE NECESSARY COMPLETE DESCRIPTION ON REVERSE SIDE)

In Witness Whereof, the said grantor has caused these presents to be signed by William T. Jens,  
County Board Chairman ~~President~~ and countersigned by Julie Glancey, County Clerk  
 of Sheboygan County, Wisconsin, and its corporate seal to be hereunto affixed this  
4th day of April A. D. 1995



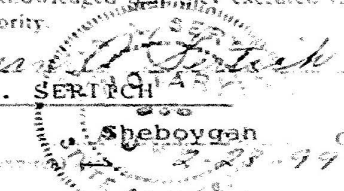
COUNTY OF SHEBOYGAN  
William T. Jens Corporate Name  
 President  
 \*William T. Jens, County Board Chairman  
 COUNTERSIGNED  
Julie Glancey Secretary  
 \*Julie Glancey, County Clerk

STATE OF WISCONSIN  
 Sheboygan County } ss.

Personally came before me, this 4th day of April A. D. 1995  
William T. Jens, County Board Chairman ~~President~~ and Julie Glancey, County Clerk ~~Secretary~~  
 of the above named Corporation, to be known to be the persons who executed the foregoing instrument, and to me  
 known to be such ~~President and Secretary~~ County Board Chairman and County Clerk of said Corporation, and acknowledged that they executed the foregoing  
 instrument as such officers as the deed of said Corporation, by its authority.

THIS INSTRUMENT WAS OFFERED BY  
 Attorney Alexander Hopp  
 CORPORATION COUNSEL

JEAN A. SERITICH  
 Notary Public  
 Sheboygan County, Wis



1-57

III

**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 9 - 18 - 19. By Alderperson Wolf. May 1, 2018.

A RESOLUTION authorizing the signing of an access easement across the property located at 1211 North 23<sup>rd</sup> Street (Sheboygan County Highway Department).

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Mayor and City Clerk to sign and record the Access Easement, a copy of which is attached hereto and incorporate herein.

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing the signing of an access easement across the property located at 1211 North 23rd Street (Sheboygan County Highway Department).

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

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**REPORT DATE:** April 26, 2018

**MEETING DATE:** May 1, 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:** A 30 foot wide access easement was created in 1995 to access the Kohler Memorial Drive Retention Pond. This easement was created by way of a Certified Survey Map (recorded as document 1420182 on January 20, 1995) and Warranty Deed (recorded as document 1423893 on April 6, 1995) and lies on the southside of the Sheboygan County Highway Department property on North 23<sup>rd</sup> Street.

The City is in the process of acquiring a piece of land from the County Highway Department property to the east of the City Police Department property as well as a new access easement running along the southside of that City property. The new easement will serve as an access route to both the Police Department and the Kohler Memorial Drive Retention Pond.

**STAFF COMMENTS:** Once the new easement has been acquired and documentation recorded with the Register of Deeds, the initial easement will no longer be needed and can be released or vacated with all City rights being extinguished and reverting back to the County.

**ACTION REQUESTED:** Motion to approve Res. 9-18-19 authorizing the signing of an access easement across the property located at 1211 North 23<sup>rd</sup> Street (Sheboygan County Highway Department).

**ATTACHMENTS:**

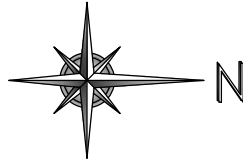
- I. Res. No. 9-18-19
- II. Sheet 1 – Certified Survey Map, Document 1420182
- III. Page 1 – Warranty Deed, Document 1423893
- IV. Sheet 4 – Exhibit A - Ingress/Egress Easement

# EXHIBIT A

## INGRESS/EGRESS EASEMENT

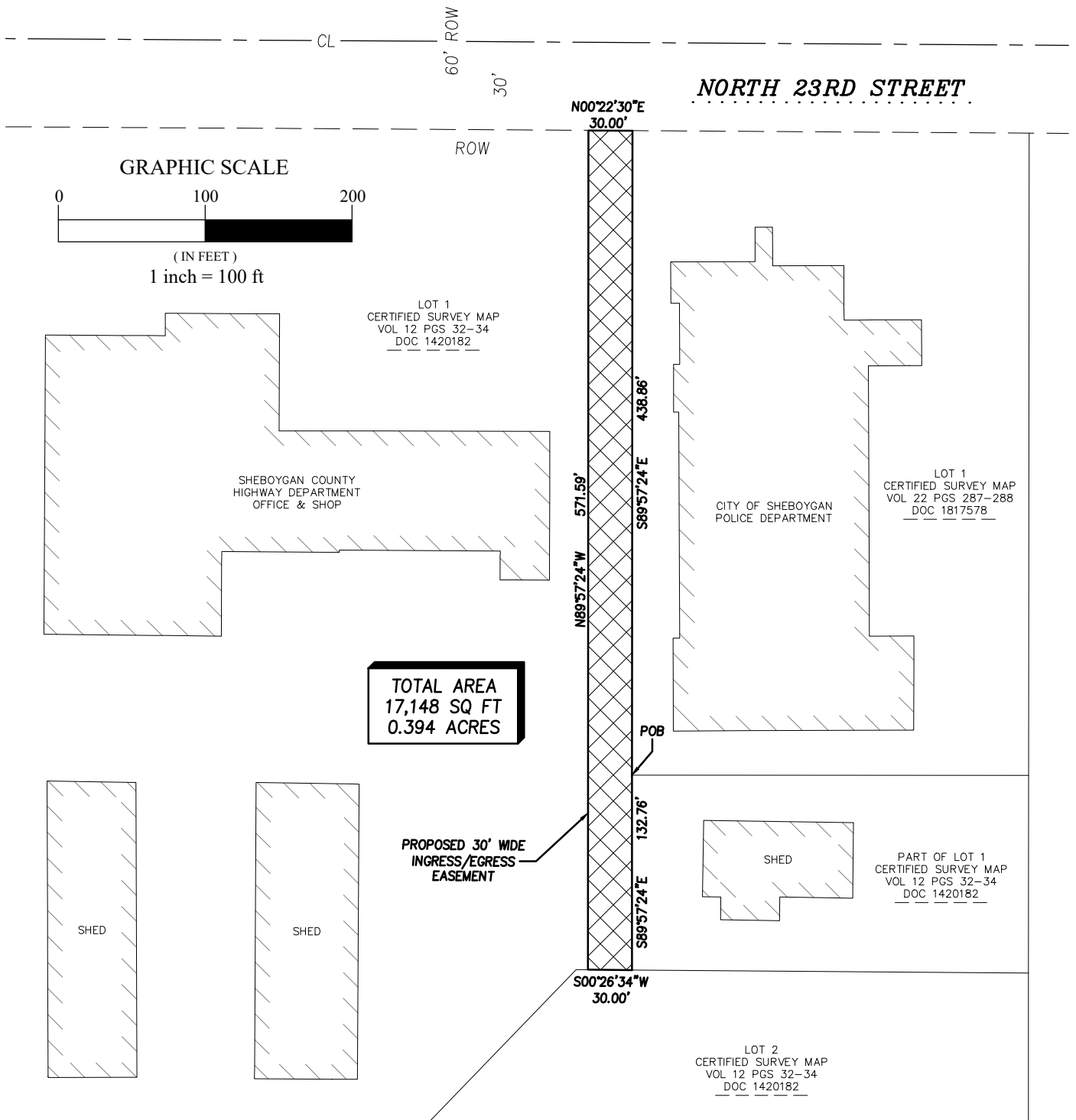
PART OF LOT 1 OF THE CERTIFIED SURVEY MAP  
RECORDED AS DOC 1420182 IN VOL 12, PAGES 32-34,  
LOCATED IN THE NW 1/4 OF THE NW 1/4  
OF SECTION 22, T15N - R23E, CITY OF SHEBOYGAN,  
SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF  
LOT 1 OF THE CERTIFIED SURVEY MAP  
RECORDED AS DOCUMENT 1817578 IN VOLUME 22 OF  
CERTIFIED SURVEY MAPS ON PAGES 287-288  
RECORDED AS N89°57'24"W  
(SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))



EASEMENT CREATED FOR:  
DAVID BIEBEL  
CITY OF SHEBOYGAN  
DEPARTMENT OF PUBLIC WORKS  
2026 NEW JERSEY AVENUE  
SHEBOYGAN, WI 53081

PARENT PARCEL ID:  
PART OF 59281206680



MAP PREPARED BY: MICHAEL P. BORN, PLS      DATED: 4/24/18

City of  
Sheboygan

spirit on the lake

Department of Public Works  
Engineering Division  
City of Sheboygan, Wisconsin  
Phone: 920-459-3394  
Fax: 920-459-0227



Stock No. 26273

001E#4077

0004

JTB

\$2.00

001E#4077

0004

CO LRM

\$4.00

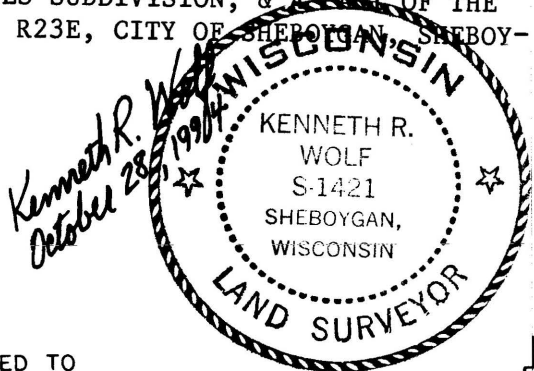
### SHEBOYGAN COUNTY CERTIFIED SURVEY MAP

A PART OF LOT 6 & ALL OF LOT 7 OF ELLEN M. BATES SUBDIVISION, & A PART OF THE NE 1/4 OF THE NW 1/4, ALL IN SECTION 22, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

1420182

RECORDED  
SHEBOYGAN COUNTY, WI

*Darius J. Novak* Registrar  
In Vol. 12 of  
CSM on page 32/4

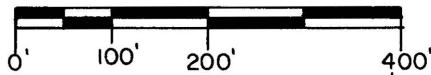


95 JAN 20 P2:15

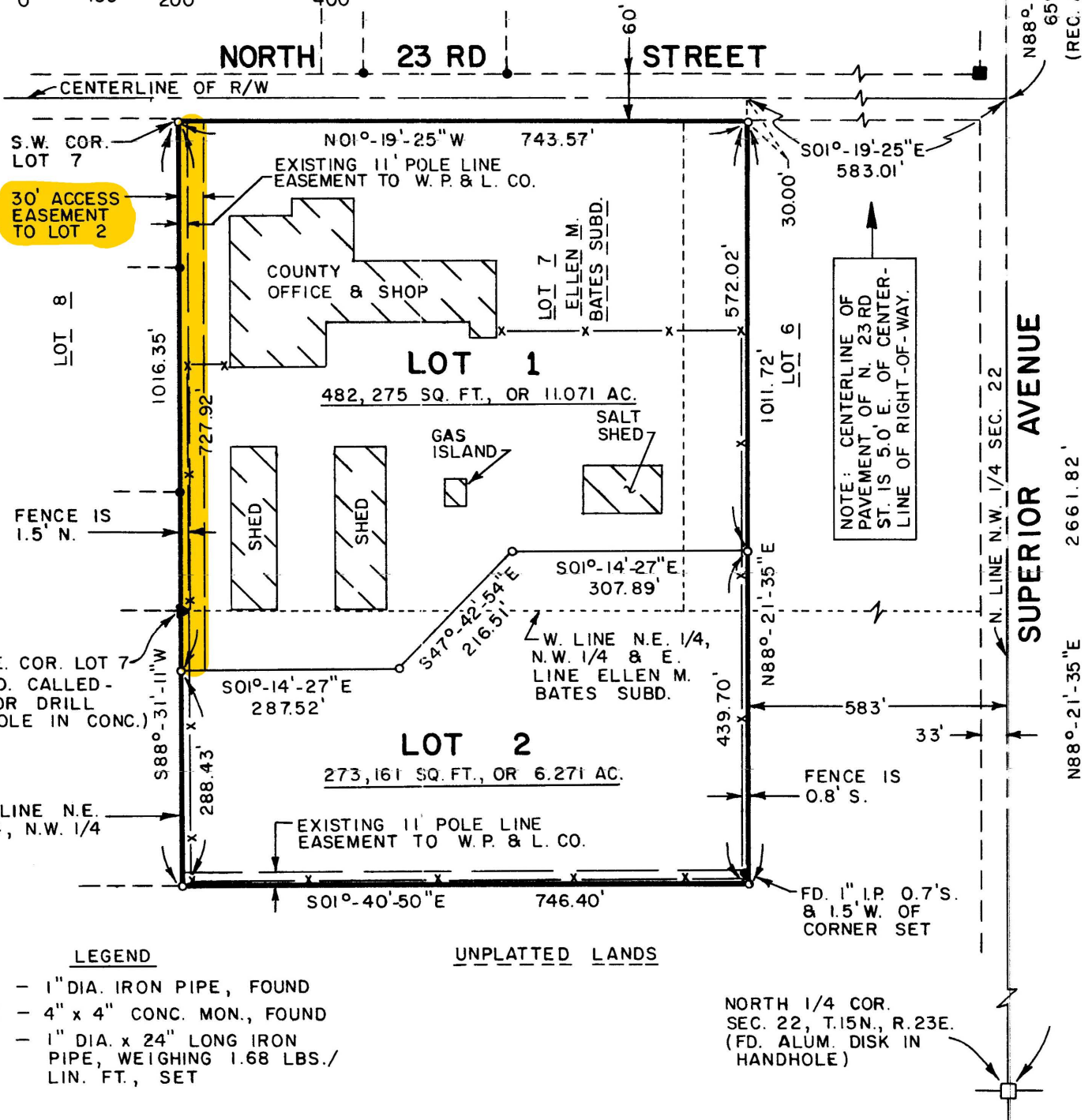


NORTH IS REFERENCED TO THE WIS. STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

SCALE 1"=200'



N.W. COR. SEC. 22, T.15N., R. 23E. (FD. CHIS. "X")



NOTE: CENTERLINE OF PAVEMENT OF N. 23 RD ST. IS 5.0' E. OF CENTERLINE OF RIGHT-OF-WAY.

#### LEGEND

- - 1" DIA. IRON PIPE, FOUND
- - 4" x 4" CONC. MON., FOUND
- - 1" DIA. x 24" LONG IRON PIPE, WEIGHING 1.68 LBS./LIN. FT., SET

#### UNPLATTED LANDS

NORTH 1/4 COR. SEC. 22, T.15N., R. 23E. (FD. ALUM. DISK IN HANDHOLE)

22  
15-23 1-57

1423893

THIS INDENTURE, Made by County of Sheboygan, a  
municipal Corporation  
a Corporation duly organized and existing under and by virtue of the laws of  
the State of Wisconsin, grantor, of Sheboygan  
County, Wisconsin, hereby conveys and warrants to  
City of Sheboygan, a municipal Corporation  
grantee  
of Sheboygan County, Wisconsin, for the  
sum of One Dollar (\$1.00) and other good and  
valuable consideration  
the following tract of land in Sheboygan County,  
State of Wisconsin:

RECORDED  
SHEBOYGAN COUNTY, WI

Value of Transaction \$1385  
Recorded on page 244/5  
195 APR-6 P 12:55

RETURN TO City Attorney  
807 Center Ave.  
Sheboygan, WI 53081

FEE  
# 17.25(2)  
EXEMPT

Part of Lot Six (6) and all of Lot Seven (7) of Ellen M. Bates  
Subdivision, and a part of the Northeast Quarter (NE-1/4) of the  
Northwest Quarter (NW-1/4), all in Section Twenty-two (22),  
Township Fifteen (15) North, Range Twenty-three (23) East, City of  
Sheboygan, more particularly described and set forth as Lot 2 of a  
Certified Survey Map recorded as Document No. 1420182, in Volume 12  
of Certified Survey Maps, on Pages 32/4, in the Office of the  
Register of Deeds for Sheboygan County, Wisconsin, on January 20,  
1995, at 2:15 p.m.

TOGETHER WITH an easement Thirty (30.00) feet in width along the  
South line of Lot 1 of the above-referenced Certified Survey Map  
for access and egress to said Lot 2, as is identified on said  
Certified Survey Map. This easement may be relocated by Sheboygan  
County or its successors in title to Lot One (1) of the above  
described survey map with the only condition to such action being  
that the relocated easement provide reasonable access to the above-  
described property.

Part of Tax Parcel Nos. 206680 and 214090.

EXCEPTIONS TO WARRANTY:

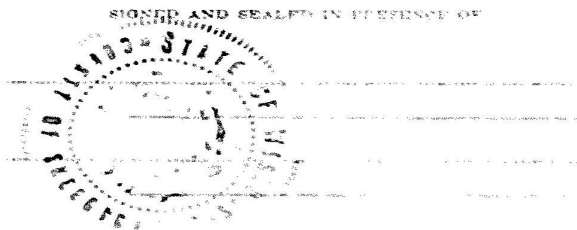
Municipal building and zoning ordinances and recorded easements.

STAMPED INFORMATION: 001EWS417, 0001, 0016, \$6.00  
001EWS414, 0004, 0016M, \$4.00

(Continued on Reverse Side)

(SEE NECESSARY COMPLETE DESCRIPTION ON REVERSE SIDE)

In Witness Whereof, the said grantor has caused these presents to be signed by William T. Jens,  
County Board Chairman ~~President~~ and countersigned by Julie Glancey, County Clerk  
Secretary at Sheboygan Wisconsin, and its corporate seal to be hereunto affixed this  
4th day of April A. D. 1995



COUNTY OF SHEBOYGAN  
William T. Jens Corporate Name  
President  
\*William T. Jens, County Board Chairman  
COUNTERSIGNED  
Julie Glancey Secretary  
\*Julie Glancey, County Clerk

STATE OF WISCONSIN  
Sheboygan County, ss.

Personally came before me, this 4th day of April A. D. 1995  
William T. Jens, County Board Chairman ~~President~~ and Julie Glancey, County Clerk Secretary  
of the above named Corporation, to be known to be the persons who executed the foregoing instrument, and to me  
known to be such ~~President and Secretary~~ County Board Chairman and County Clerk of said Corporation, and acknowledged that they executed the foregoing  
instrument as such officers as the deed of said Corporation, by its authority.

THIS INSTRUMENT WAS OFFERED BY  
Attorney Alexander Hopp  
CORPORATION COUNSEL

Jean A. Seritch  
Notary Public, Sheboygan County, Wis.

1-57

Document Number

Document Title

RELEASE OF EASEMENT

Pursuant to Wisconsin Statute 236.293, the undersigned, City of Sheboygan, hereby releases all right, title, and interest which it may have in a 30 foot wide access easement platted and described in a Certified Survey Map recorded as Document 1420182 in Volume 12 of Certified Survey Maps on Pages 32-34 and a Warranty Deed recorded as Document 1423893 in Volume 1385 of Records on Pages 244-245 both in the Sheboygan County Register of Deeds Office, Sheboygan, Wisconsin.

Name and Return Address  
City of Sheboygan  
City Attorney's Office  
828 Center Ave  
Sheboygan, WI 53081

Part of 59281206680  
Parcel Identification Number (PIN)

Authorized by Resolution Number \_\_\_\_\_ which was adopted by the City of Sheboygan Common Council on \_\_\_\_\_.

IN WITNESS THEREOF, the City of Sheboygan Common Council has caused this instrument to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

In the presence of:

\_\_\_\_\_  
Michael Vandersteen  
City of Sheboygan - Mayor

\_\_\_\_\_  
Meredith DeBruin  
City of Sheboygan – City Clerk

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF SHEBOYGAN    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, the above named Michael Vandersteen and Meredith DeBruin to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_

This Instrument Drafted By:  
Charles C. Adams  
Wisconsin State Bar No. 01021454



Stock No. 26273

001E#4077

0004

JTB

\$2.00

001E#4077

0004

CO LRM

\$4.00

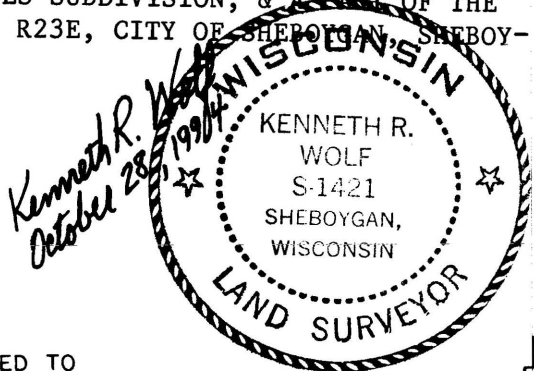
### SHEBOYGAN COUNTY CERTIFIED SURVEY MAP

A PART OF LOT 6 & ALL OF LOT 7 OF ELLEN M. BATES SUBDIVISION, & A PART OF THE NE 1/4 OF THE NW 1/4, ALL IN SECTION 22, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

1420182

RECORDED  
SHEBOYGAN COUNTY, WI

*Darius J. Davis* Registrar  
In Vol. 12 of  
CSM on page 32/4

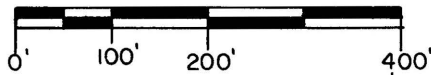


95 JAN 20 P2:15

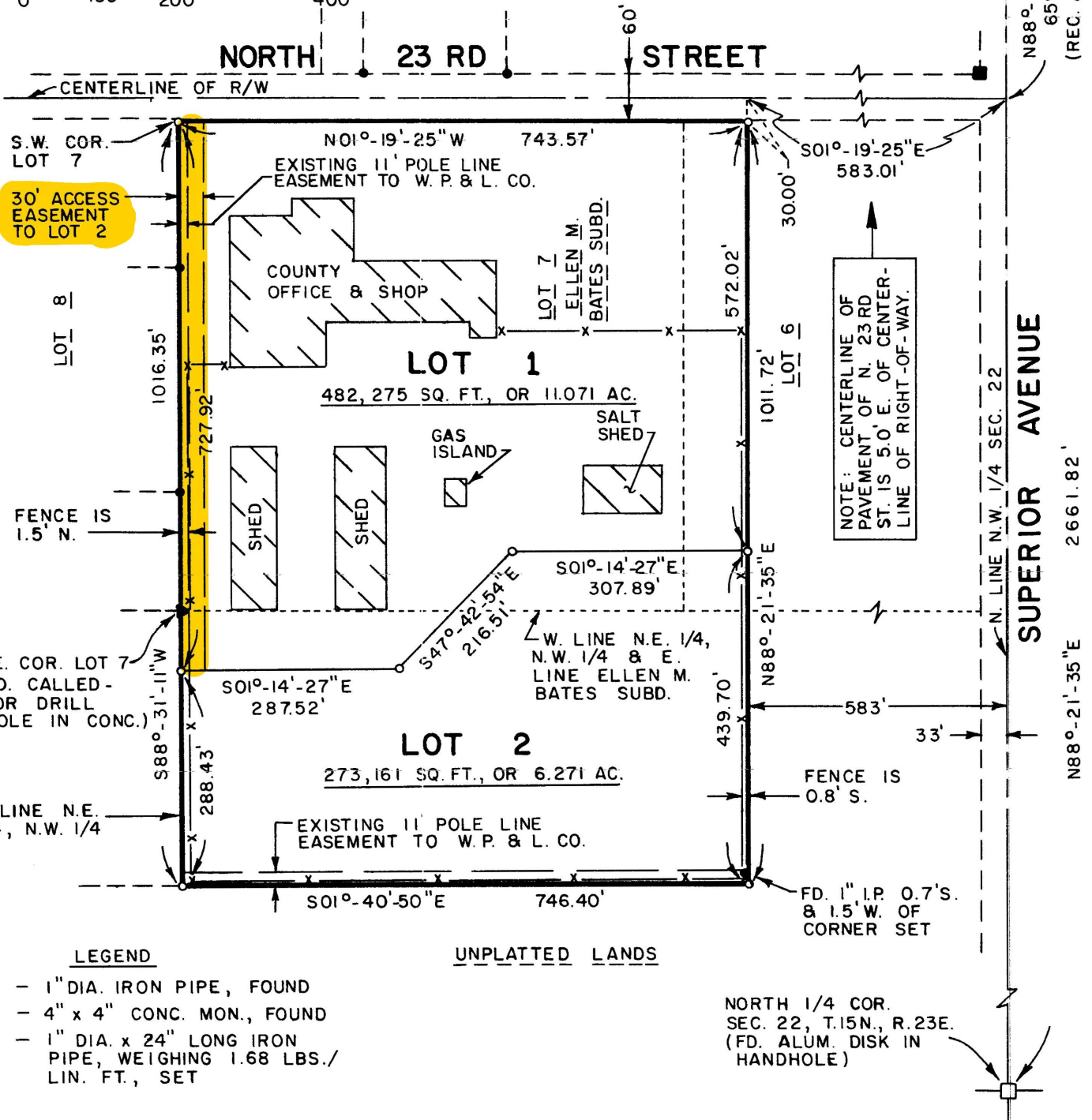


NORTH IS REFERENCED TO THE WIS. STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

SCALE 1"=200'



N.W. COR. SEC. 22,  
T.15N., R. 23E.  
(FD. CHIS. "X")



#### LEGEND

- - 1" DIA. IRON PIPE, FOUND
- - 4" x 4" CONC. MON., FOUND
- - 1" DIA. x 24" LONG IRON PIPE, WEIGHING 1.68 LBS./LIN. FT., SET

#### UNPLATTED LANDS

NORTH 1/4 COR. SEC. 22, T.15N., R. 23E. (FD. ALUM. DISK IN HANDHOLE)

22  
15-23 1-57

VOL 12 PAGE 32

N88°-21'-35"E 2661.82'

N88°-21'-35"E 659.59' (REC. AS 667.92')

**III**  
**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 10 - 18 - 19. By Alderperson Wolf. May 1, 2018.

A RESOLUTION authorizing release of an access easement located at 1211 North 23<sup>rd</sup> Street (Sheboygan County Highway Department) and ordering recording thereof.

WHEREAS, an access easement for accessing Lot 2 (Kohler Memorial Drive Retention Pond property) of the Certified Survey Map recorded as Document 1420182 was previously conveyed to the City of Sheboygan across the Property located at 1211 North 23<sup>rd</sup> Street (Sheboygan County Highway Department); and

WHEREAS, said conveyance was created via a Certified Survey Map recorded as Document 1420182 in Volume 12 of Certified Survey Maps on Pages 32-34 and a Warranty Deed recorded as Document 1423893 in Volume 1385 of Records on Pages 244-245 both in the Sheboygan County Register of Deeds Office; and

WHEREAS, was authorized by way of Resolution Number 283-94-95 dated December 5, 1994 and amended by Resolution Number 302-94-95 dated December 19, 1994; and

WHEREAS, during recent developments Sheboygan County has announced that the Property will be sold; and

WHEREAS, based upon the future of this Property, the City has requested that the Easement be relocated and the existing Easement, in turn, be released; and

WHEREAS, due to the creation of the new access easement on the Property, the Common Council finds it to be in the public interest to abandon, vacate, and release the existing Easement;

*Public Works*

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Mayor and City Clerk to execute and record the Release of Easement, a copy of which is attached hereto and incorporated herein.

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

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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** A resolution authorizing release of an access easement located at 1211 North 23rd Street (Sheboygan County Highway Department) and ordering recording thereof.

---

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

---

**REPORT DATE:** April 26, 2018

**MEETING DATE:** May 1, 2018

---

**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:** A 30 foot wide access easement was created in 1995 to access the Kohler Memorial Drive Retention Pond. This easement was created by way of a Certified Survey Map (recorded as document 1420182 on January 20, 1995) and Warranty Deed (recorded as document 1423893 on April 6, 1995) and lies on the Southside of the Sheboygan County Highway Department property on North 23<sup>rd</sup> Street.

The City is in the process of acquiring a piece of land from the County Highway Department property to the East of the City Police Department property as well as a new access easement running along the Southside of that City property.

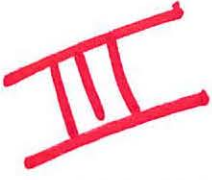
Once the new easement has been acquired and documentation recorded with the Register of Deeds, the initial easement will no longer be needed and can be released or vacated with all City rights being extinguished and reverting back to the County.

**STAFF COMMENTS:** Once the new easement has been acquired and documentation recorded with the Register of Deeds, the initial easement will no longer be needed and can be released or vacated with all City rights being extinguished and reverting back to the County.

**ACTION REQUESTED:** Motion to approve Res. No. 10-18-19 authorizing release of an access easement located at 1211 North 23<sup>rd</sup> Street (Sheboygan County Highway Department) and ordering recording thereof.

**ATTACHMENTS:**

- I. Res. No. 10-18-19
- II. Sheet 1 – Certified Survey Map, Document 1420182
- III. Page 1 – Warranty Deed, Document 1423893
- IV. Release of Easement



**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 3 - 18 - 19. By Alderpersons Wolf and Sorenson. May 1, 2018.

A RESOLUTION authorizing executing an Operating Agreement between the City of Sheboygan and Power Pubs, LLC regarding an authentic German Beer Garden concession in a specific area of Kiwanis Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Operating Agreement between the City of Sheboygan and Power Pubs, LLC, in form substantially similar to the attached.

*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

**OPERATING AGREEMENT BETWEEN:  
CITY OF SHEBOYGAN  
and  
POWER PUBS, LLC**

This Operating 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 Power Pubs, LLC ("Vendor"), a Wisconsin Limited Liability Company. Referenced together, the City and the Vendor are the parties ("Parties") to this Agreement.

**WITNESSETH:**

**WHEREAS**, the City is the owner of Kiwanis Park, located on Kiwanis Park Road in the City of Sheboygan, Sheboygan County, State of Wisconsin; and

**WHEREAS**, the City desires to contract with Vendor to establish and operate an authentic German Beer Garden concession in a specific area of Kiwanis Park in an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for its citizens, and increase traffic in an under-utilized portion of the park; and,

**WHEREAS**, the City was approached by a concern expressing an interest to establish such a concession and in response publically issued a Request For Proposals for same in an effort to make sure that all parties having an interest are given an opportunity to submit a proposal and;

**WHEREAS**, Vendor has submitted a formal response to the City's request for proposals, and following review of said response, the City has determined that Vendor's proposal is in the best interest of the general public and the city of Sheboygan and,

**WHEREAS**, Vendor's proposal, was accepted by the City, and confirmed by the Public Works Committee, subject to the execution of this Operating Agreement.

**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. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Vendor to use Area #8 of Sheboygan Kiwanis Park (the "Premises") to establish and operate an authentic German Beer Garden Concession.
2. **Grant and Description of Premises.** City does hereby grant to Vendor permission to establish and operate the concession in Area 8 of Kiwanis Park (including the main shelter and restroom, the Jaycee Pavilion, and the concession stand building) in a manner as set forth in this Agreement. Included in said permission is a grant to the Vendor of the exclusive right to operate a biergarten in Kiwanis Park.
3. **Scope of Services.** In entering into this Agreement, Vendor agrees to the following terms and conditions regarding the services being offered by Vendor at the Premises:
  - A. **Services to be provided.** Vendor shall provide, establish, and provide complete operations for a seasonal authentic German beer garden concession, including (but not limited to) the availability of (i) at least one authentic German beer at all times, (ii) assorted domestic beers, and (iii) soft drinks.

- B. Additional offerings. Vendor shall provide and offer for sale a light food menu. This menu shall include pretzels and snacks, and may also include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan.
- C. Season. Except as specifically provided in this Agreement, Vendor shall provide these services at least six hours per day between 10:00 a.m. and 10:00 p.m. (weather permitting) and five days per week beginning no later than June 1 and ending no later than October 15. During October, the services need only be provided on the weekend. Vendor is not required to provide these services on Independence Day.
- D. Limitations. Vendor shall not engage in any other service or activity at the Premises without the prior written agreement of the City, (including, i.e., leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the Default provisions of Section 27 of this Agreement. This paragraph shall not prevent the Vendor from leasing of all or a portion of the Premises to organizations who have rented the remainder of Kiwanis Park for City-recognized Festivals, so long as in so doing the Vendor complies with all legal requirements related to its liquor licenses.
- E. Permits and Licenses. Vendor agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Vendor's business, and comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Vendor's business, including provide proper notification pursuant to §10-177(c), Sheboygan Municipal Code, to the Police Department at the beginning and end of each season and all other times when the premises are to be open or closed to underage persons. Vendor agrees to obtain all inspections and permits by the Sheboygan County Health Department, Fire Department or any other governmental agency that are required to operate the services authorized under this Agreement. Vendor shall provide the City with proof of such compliance upon request. Failure to comply with this provision shall be a default under this Agreement.
- F. Equipment. The City shall provide a lockable maintenance storage area in the main shelter, rest rooms and other features associated with the main shelter, including access to water and electrical service. Vendor shall provide all other equipment necessary to operate the facility, including, but not limited to, all furnishings, safety equipment, food preparation and serving equipment concessions, refrigerators, freezers, microwaves, cash registers, dishes, glassware, cleaning supplies, soap, and toilet paper and hand towels. Vendor may place an additional means of storage on the property in a location approved by the Parks Superintendent, or his/her designee. Vendor may, solely at Vendor's expense, install a security system in the Shelter or other structures on the Premises. Vendor may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Vendor shall provide the Parks Superintendent, or designee, with a current list of all of the Vendor's equipment at the Premises.
- G. Utilities. Vendor shall pay the sum of \$600 per month to the City for all utilities and trash/recycling haul away. Utilities include electric, water, and sewer. This amount shall be due to the CITY OF SHEBOYGAN, on a monthly basis and prorated as necessary, by the 5th of each month. Failure to pay this amount by the due date will result in a late penalty of \$50. Failure to pay this amount in full, plus any accrued penalties, by the 15th of each month will constitute a default under Section 27 of this Agreement. Vendor shall only be responsible for utilities during the months that services are being offered at the Premises. Vendor agrees that it shall collect trash and recycling from separate garbage and recycling bins and take it to City dumpsters within Kiwanis Park. Vendor shall at no time commingle trash and recycling. The City

shall haul trash and recycling from City dumpsters.

- H. Product. All items offered for sale by Vendor, including, but not limited to, food, alcoholic beverages, non-alcoholic beverages, snacks, and confections, shall be approved by the Parks Superintendent, or his/her designee. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the City of Sheboygan.
- I. Equipment Safety. Vendor shall maintain all equipment, including safety equipment (fire extinguishers, first aid kits etc.), in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.
- J. Storage. Vendor may store equipment necessary to provide the services set forth in Subsection A above as indicated on Attachment A and consistent with Subsection E above. Vendor shall not store any items, on the Premises from November 1 through May 15 of each year except with express permission from the City, and in any event, may only do so consistent with Subsection E above.
- K. Maintenance. Vendor shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Vendor shall keep the river frontage area free of debris. Every day, the Vendor shall also be responsible for opening, closing and cleaning the restrooms at the Premises, including installing and refilling paper products and soap, and maintaining the restrooms in a clean and sanitary condition. Vendor agrees that should the Parks Division determine that the maintenance requirements of this Subsection are not being met, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Vendor, payable within thirty (30) days of the issuance of the invoice, or as a deduction from the Vendor's security deposit.
- L. Alterations to Premises. No modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the written permission of the Parks Superintendent, or his/her designee. Any and all alterations shall comply with local building codes and ordinances.
- M. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the City of Sheboygan Building Inspection Dept. Vendor shall post a readily observable sign at the Premises stating Vendor's name, the Operating Agent's name, and contact information as set forth below in Section 11, and a notice that Vendor and Vendor's activities are not affiliated with, nor in any way endorsed by the City.
- N. Fencing. The Parties agree that fencing shall be installed separating the biergarten from the road and the other portions of Kiwanis Park, sufficient to clearly delineate the licensed premises, and to deter people from entering the biergarten at locations other than the delineated entrances. As soon as practicable, 100 linear feet of permanent wooden post fencing shall be installed by the City separating the biergarten from the road. Vendor shall pay a percentage of the cost of said installation to be calculated as equivalent to the percentage of the anticipated life of the fence represented by the remaining length of this Agreement. Fencing shall match existing fencing at the site. The City may, in future years, continue to add fencing at a rate mutually agreeable to the Parties, to be paid for using the same calculation. Temporary fencing shall be installed by the City at its cost to in any areas not yet reached by permanent fencing.

- O. Blackout dates: Vendor shall not operate on the following dates ("Blackout Dates"), so as to avoid conflict/competition with long standing festivals in the park:

The third weekend (Saturday & Sunday) in July (Hmong Festival)  
The first weekend (Friday-Saturday) in August (Jaycee Bratwurst Days)

Notwithstanding the above, Vendor may enter into an agreement with the organizers of the above festivals granting permission for Vendor to operate on the Blackout Dates. Said agreement shall be in writing, and a copy of same shall be placed on file with the City no less than 14 days prior to the Blackout Dates. Under no circumstance shall Vendor operate on these dates without a written agreement allowing for same between the concessionaire and the organizers of the affected festivals. The City is responsible for all trash collection within Area 8 during the Blackout Dates.

- P. Closing Date. Vendor may continue to operate at the Premises after October 15, but no later than permitted by the Park Division's building winterization schedule.

- Q. Surrender of Premises. Upon the earlier of the date of termination of this Agreement under Section 26, or by December 15 of the permit year in the event that this Agreement is not renewed or expires under Section 4, Vendor agrees to (i) vacate and surrender the portions of the Premises allocated to it by this Agreement, (ii) remove all personal property therefrom, and (iii) deliver possession of the same to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of unavoidable wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Vendor. Any damages to the Premises beyond normal and expected wear and tear shall be the responsibility of Vendor. If these damages are not repaired by Vendor before surrender of the Premises to the City, the City shall cause the repairs to be made and deduct the cost thereof from the security deposit. Any balance still owing by Vendor after deduction from the security deposit shall be due within thirty (30) days of the invoice. All improvements, equipment and other property of the City on the Premises shall remain the property of the City after the termination of this Agreement. No fixtures, whether or not purchased by Vendor, shall be removed without the permission of the City. An inventory of City property and equipment will be performed before release. Any property of Vendor remaining on the Premises thirty (30) days after surrender of the building will become the property of the City.

- R. Security Deposit. Vendor shall pay to the City a security deposit in the amount of \$3,000 prior to occupying the Premises. Upon the surrender of the Premises, and after inspection by the City, the security deposit will be refunded to the Vendor, less any deductions for damage and other assessable costs under this Agreement. In cases where the damage and other assessable costs are greater than \$3,000, the City shall keep the entire security deposit and Vendor shall pay to the City the remaining balance within 30 days of the invoice from the City.

- S. Payment. For the use of the Premises and the right to provide the services set forth above therein, and utility costs imposed under Subsection G above, as well as the security deposit under subsection Q above, Vendor agrees to pay City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax.) Vendor shall make estimated payments in fourths due no later than May 15, July 1, and September 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than November 1 of each year.

T. City Responsibilities.

1. Lawn Maintenance. The City shall be responsible for weeding, pruning, tree maintenance, and mulching all areas of Kiwanis Park, including Area 8, and is also responsible for grass cutting via riding mower as close as possible to fencing. Vendor shall edge around the fencing.
2. River Bank Maintenance. The City shall clear weeds, invasive species, and downed tree branches in the area of the river bank. Natural vegetation shall remain.
3. Restroom Maintenance. Vendor shall be responsible for restroom supplies, regular cleaning, and maintenance of regular wear and tear in and about the restrooms. The City shall be responsible for repairs that are not the result of regular wear and tear, unless those repairs were made necessary due to damage caused by Vendor or Vendor's customer(s), in which case the City shall perform the repairs and bill Vendor.

U. Shelter Rental. The Vendor shall act as the agent for the City for rental of the park shelter within Area 8, and shall rent the shelter, collect revenue from said rents, and provide daily maintenance and upkeep of the shelter, pursuant to the City's park regulations and shelter fee schedule. All revenues collected shall be considered as part of Vendor's gross revenue for the purposes of Subsection S above.

4. Term and Effective Date. This initial six year Agreement shall become effective upon execution by the parties and shall expire on December 31, 2023, after which Vendor will no longer be permitted to conduct the vending activities set forth in this Agreement. However, beginning in November 2021, the Parties agree to jointly evaluate the success of the biergarten. If the Parties each agree, in their sole discretion, that the biergarten has been a success and a benefit to the Parties and the community, the Parties agree to immediately begin negotiations on a replacement contract, to be completed by May 15, 2022. Said replacement contract would include provisions providing for a longer term, automatic renewals, and shared investment in long term improvements. If the Parties cannot agree on terms to a replacement contract, the current contract shall remain in operation until December 31, 2023.
5. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.
6. Status of Vendor. It is agreed that Vendor is an independent contractor and not an employee or representative of the City and that any persons who Vendor utilizes and provides for services under this Agreement are employees of Vendor and are not employees of the City.
7. Assignability and Subcontracting. Vendor shall not assign or subcontract any interest or obligation under this Agreement without City's prior written approval. All of the services required hereunder shall be performed by Vendor and employees of Vendor. If Vendor is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Vendor's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Vendor as of the date hereof.
8. No Real Estate. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public,

9. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Vendor's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Vendor's obligations under this Agreement.
10. Designated Representative. Vendor designates [ENTER NAME OF CONTRACTING AGENT] as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Vendor will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 22, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 27, at its option. The Contract Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.
11. Operating Agent. Vendor shall designate an Operating Agent of Vendor's activities at the Premises, who will be the person primarily responsible for the day-to-day operation of the Vendor's activities at the Premises. Vendor shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of commencing activities at the Premises under this Agreement, or within twenty-four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information. The Operating Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.
12. Advertising. It is understood that in the operation and conduct of this Agreement, City does not grant Vendor the right to sell or distribute any goods or services provided by City, nor does City grant Vendor the express right to use a City trade name, trademark, logotype, advertising, or other commercial symbol, except as otherwise provided in this Agreement. In any commercial advertisement or announcement, Vendor may use the name of Kiwanis Park but any such advertisement or announcement must also indicate that Vendor's activities are not associated with or affiliated with the City.
13. Marketing. Vendor agrees to include and/or prominently display the City of Sheboygan logo in the premises and on any marketing materials. Marketing materials will be approved by the City, and Vendor shall use only City logos that are provided by an officially authorized representative of the City. The City agrees to display and promote marketing materials of Vendor on the Parks Website and other appropriate venues with the prior approval of the Parks Superintendent and City Attorney.
14. Special Provisions for 2018 only. The Parties recognize that the time frame needed to ramp up operations in 2018 require some modifications to this Agreement and additional provisions. The following provisions shall apply only during the calendar year of 2018, and where there is a conflict with the other provisions in this Agreement, those provisions in this section shall govern during 2018. All said provisions expire as of January 1, 2019, and the Agreement shall continue as if these provisions were not a part of this Agreement.
  - A. Opening. While Vendor may begin operating as soon as this Agreement is approved, and a resolution of the Common Council authorizing this Agreement is published, Vendor shall not be required to begin operations until Friday, August 10, 2018. However, failure to begin operations as otherwise provided in this agreement by August 10, 2018 shall constitute a Default as provided in paragraph 27.
  - B. Payment: No estimated payments shall be due in 2018. Payment in full of the amount set forth in Paragraph 3(R) shall be made no later than November 1, 2018.

- C. City-owned tables: The Vendor shall be permitted to use City-owned tables in the Jaycee Pavilion for its operations, free of charge. The number of tables will be determined by availability on a weekly basis. The Vendor shall be responsible for any damage and repair beyond normal wear and tear.
15. 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 Vendor and the Parks Superintendent or his/her designee.
16. 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 or 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 Vendor therein. 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.
17. Indemnification. Vendor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Vendor's acts or omissions and/or acts or omissions of Vendor's Subcontractors in the performance of this Agreement, unless solely caused by the negligence of the City, its officers, officials, agents, or its employees.
18. Insurance.
- A. Required Insurance. Vendor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. Vendor shall not commence work under this Agreement, nor shall Vendor allow any subcontractor to commence work on its subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Purchasing Agent and City Attorney.
- 1) Commercial General Liability. During the life of this Agreement, Vendor shall procure and maintain Commercial General Liability Insurance, including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Vendor's coverage shall be primary and list the City, its officers, officials, agents and employees as additional insureds. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City, its officers, officials, agents and employees as additional insureds.
- 2) Automobile Liability. During the life of this Agreement, Vendor shall procure and maintain Business Automobile Liability Insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each

- subcontractor and meeting the above criteria.
- 3) Worker's Compensation. During the life of this Agreement, Vendor shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. Vendor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.
  - 4) Umbrella Liability. During the life of this Agreement, the Vendor shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Business Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.
  - 5) Liquor Legal Liability. During the life of this agreement, Vendor shall procure and maintain Liquor Legal Liability coverage with a minimum limit of at least \$1,000,000
- B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- C. Proof of Insurance, Approval. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Vendor shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Purchasing Agent Vendor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Purchasing Agent.
- D. Notice of Change in Policy. The Vendor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- E. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Vendor shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Purchasing Agent consistent with the requirements of this Section.
19. Non-Discrimination. In the performance of the services under this Agreement the Vendor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Vendor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
  20. Taxes and Assessments. Vendor agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Vendor's right of appeal) against the personal property and services of Vendor on the Premises during the term of this Agreement.
  21. 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.

22. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: City Clerk's Office  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Vendor: [Contract Agent]  
[Business Name]  
[Business Address]  
[City, State, Zip]

23. 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.
24. Audit and Retaining of Documents. Vendor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Agreement. Any other reports or documents shall be provided within five (5) working days after Vendor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Agreement shall be retained by Vendor for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee.
25. Choice of Law and Forum Selection. 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.
26. Compliance with Applicable Laws. Vendor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of Vendor and its agents and employees. Vendor's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 26 of this Agreement.
27. Default/Termination.
- A. In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue un-remedied for a period of ten (10) days after written notice thereof to Vendor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Vendor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Vendor under this Agreement.

B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Vendor with ten (10) days' written notice of termination. In the event of premature termination under this subsection, the City shall not permit any biergarten to locate in Area 8 for a period of at least 365 days after termination, and the City will reimburse Vendor for all capital expenses it undertook pursuant to this Agreement, and which were accepted by the City.

28. Authority. Vendor represents that it has the authority to enter into this Agreement. If Vendor is not an individual, the person signing on behalf of Vendor represents and warrants that he or she has been duly authorized to bind Vendor and sign this Agreement on Vendor's behalf.

[signature page to follow]

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

**CITY OF SHEBOYGAN, WISCONSIN**

**[VENDOR]**

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

**BY:** \_\_\_\_\_

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

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

**ACKNOWLEDGMENTS**

STATE OF WISCONSIN        )  
  ) ss  
SHEBOYGAN COUNTY        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin My  
Commission

STATE OF WISCONSIN        )  
  ) ss  
\_\_\_\_\_ COUNTY        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin My  
Commission

This instrument drafted by:  
City Attorney Charles Adams  
828 Center Ave., Suite 304  
Sheboygan, WI 53081-4442  
WI State Bar No. 1021454

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

## **Amended Memorandum of Understanding**

Between

Sheboygan Park Project

and

City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Sheboygan Park Project (“SPP”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

### **Background**

Angie and Ryan Shaw created an organization called the Sheboygan Park Project in order to raise funds for a universally accessible playground designed for children of all abilities. They did this after Angie gave birth to conjoined twins, Mateo and McHale, in 2006. The Shaws and SPP had previously worked with city officials on a plan for such a park, but fundraising difficulties and the economic downturn stalled their efforts. The Shaws have now been able to restart their fundraising efforts.

SPP has partnered with Steve Schmitt and the Sheboygan Jaycees to help create the playground. SPP worked with Landscape Structures, Inc., a playground design firm based in Delano, Minnesota, to create a plan for such a playground. Members of SPP and city park staff reviewed potential locations for the playground, and all parties involved agreed that Evergreen Park Area Two would be best suited for this playground.

This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approve of them, and desire to enter into an agreement with SPP related to the playground;

### **Purpose**

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.

### **Section 1**

1. The playground will be called the “Shaw Family Playground.”
2. The playground is to be located at Area Two of Evergreen Park.

3. City shall authorize and permit SPP and their contractors to perform site preparation work and construct the park once all plans and fundraising have been completed to the satisfaction of the Director of Public Works or his designee.
4. No construction work shall commence prior to January 1, 2017.
5. All funds used to construct the park shall be raised by SPP, with no additional funds to be spent by the City for construction.
6. SPP agrees that it will raise additional funds to be used to aid the City in the construction of a new restroom facility or a restroom/shelter facility. Said facility shall include men's, women's and family areas. The SPP team members shall be given input into the design of the family area. The City had previously anticipated receiving grants that would be applied to the cost of construction and SPP had previously agreed to raise an additional \$75,000.00 toward this project. The parties had then agreed to a cost-share plan for costs beyond the fundraising and the grants. The City was not successful in its grant applications, but SPP has committed to fundraise beyond previous expectations, due in part to the additional need brought about by the unsuccessful grant applications. In light of SPP's fundraising success and its ability to obtain donated engineering services that the City was expecting to provide, and reflecting the City's prior agreement to share in the costs of construction, the City agrees that it will pay from its funds up to \$30,000 to construction contractors for the construction work on the restroom/shelter facility. Such payments will be made directly to the contractors.
7. Any funds raised in excess of construction costs shall be placed into an endowment fund for the playground. Said fund shall be controlled by the Sheboygan Jaycees. The City may request funds from the endowment fund in order to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, or any item that is part of the playground structure, and SPP shall make every effort to ensure that the Jaycees do not unreasonably withhold such funds as requested.
8. The parties agree that the playground equipment and all materials needed to construct the playground and provide access shall be purchased by ~~the City of Sheboygan using funds raised by~~ SPP and given as a gift to the City Jaycees. Subject to this agreement, ownership of the playground, including the playground structures and ramps and other items that are part of the playground, will be owned, maintained, and controlled by the City of Sheboygan.
9. Notwithstanding its right as owner, the City shall seek consensus from the Jaycees and SPP before making any change to the playground, play components, any structure or ramp that provides accessibility within the playground, the shade area, donor plaques and fence pickets, signage, independent play areas located inside the fenced area or any other item paid for by donations from or provided by the SPP.
10. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
11. The City agrees to overlay and paint parking lines on parking lot in area two.

12. The City will review the possibility of increasing the parking area, and may, in its sole discretion, construct a new or expanded parking area near the playground.
13. The City will aid construction of playground by providing excavation, some engineering services, and construction of walkways. The timeline for City in-kind-labor will be at the discretion of the Public Works Department. Every effort will be made to work within the planned and agreed upon timeline.
14. Any agreement related to the playground is intended to last for the intended life of the playground, which shall be no longer than 25 years, but may be extended by mutual agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.
15. SPP shall complete the park by no later than December 31, 2021. If construction of the park is not completed that by that date, the agreement shall terminate. SPP may, prior to December 31, 2021, request the Common Council to extend the timelines.

## **Section 2**

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

## **Section 3**

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

## **Section 4**

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

## **Section 5**

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives.

## **Section 6**

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty

(30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

### **Section 7**

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

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

CITY OF SHEBOYGAN:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

SHEBOYGAN PARK PROJECT:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

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5. All funds used to construct the park shall be raised by SPP, with no additional funds to be spent by the City for construction.
6. SPP agrees that it will raise additional funds to be used to aid the City in the construction of a new restroom facility or a restroom/shelter facility. Said facility shall include men's, women's and family areas. The SPP team members shall be given input into the design of the family area. The City had previously anticipated receiving grants that would be applied to the cost of construction and SPP had previously agreed to raise an additional \$75,000.00 toward this project. The parties had then agreed to a cost-share plan for costs beyond the fundraising and the grants. The City was not successful in its grant applications, but SPP has committed to fundraise beyond previous expectations, due in part to the additional need brought about by the unsuccessful grant applications. In light of SPP's fundraising success and its ability to obtain donated engineering services that the City was expecting to provide, and reflecting the City's prior agreement to share in the costs of construction, the City agrees that it will pay from its funds up to \$30,000 to construction contractors for the construction work on the restroom/shelter facility. Such payments will be made directly to the contractors.
7. Any funds raised in excess of construction costs shall be placed into an endowment fund for the playground. Said fund shall be controlled by the Sheboygan Jaycees. The City may request funds from the endowment fund in order to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, or any item that is part of the playground structure, and SPP shall make every effort to ensure that the Jaycees do not unreasonably withhold such funds as requested.
8. The parties agree that the playground equipment and all materials needed to construct the playground and provide access shall be purchased by SPP and given as a gift to the City. Subject to this agreement, ownership of the playground, including the playground structures and ramps and other items that are part of the playground, will be owned, maintained, and controlled by the City of Sheboygan.
9. Notwithstanding its right as owner, the City shall seek consensus from the Jaycees and SPP before making any change to the playground, play components, any structure or ramp that provides accessibility within the playground, the shade area, donor plaques and fence pickets, signage, independent play areas located inside the fenced area or any other item paid for by donations from or provided by the SPP.
10. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
11. The City agrees to overlay and paint parking lines on parking lot in area two.
12. The City will review the possibility of increasing the parking area, and may, in its sole discretion, construct a new or expanded parking area near the playground.

13. The City will aid construction of playground by providing excavation, some engineering services, and construction of walkways. The timeline for City in-kind-labor will be at the discretion of the Public Works Department. Every effort will be made to work within the planned and agreed upon timeline.
14. Any agreement related to the playground is intended to last for the intended life of the playground, which shall be no longer than 25 years, but may be extended by mutual agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.
15. SPP shall complete the park by no later than December 31, 2021. If construction of the park is not completed that by that date, the agreement shall terminate. SPP may, prior to December 31, 2021, request the Common Council to extend the timelines.

## **Section 2**

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

## **Section 3**

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

## **Section 4**

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

## **Section 5**

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives.

## **Section 6**

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or

termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

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Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

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

CITY OF SHEBOYGAN:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

SHEBOYGAN PARK PROJECT:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

III

**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 11 - 18 - 19. By Alderpersons Wolf and Sorenson. May 1, 2018.

A RESOLUTION authorizing entering into an amended memorandum of understanding with Sheboygan Park Project regarding the Shaw Family Playground at Evergreen Park designed for use by children of all abilities.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to execute the amended memorandum of understanding between Sheboygan Park Project and the City of Sheboygan, 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

## **Amended Memorandum of Understanding**

Between

Sheboygan Park Project

and

City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Sheboygan Park Project (“SPP”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

### **Background**

Angie and Ryan Shaw created an organization called the Sheboygan Park Project in order to raise funds for a universally accessible playground designed for children of all abilities. They did this after Angie gave birth to conjoined twins, Mateo and McHale, in 2006. The Shaws and SPP had previously worked with city officials on a plan for such a park, but fundraising difficulties and the economic downturn stalled their efforts. The Shaws have now been able to restart their fundraising efforts.

SPP has partnered with Steve Schmitt and the Sheboygan Jaycees to help create the playground. SPP worked with Landscape Structures, Inc., a playground design firm based in Delano, Minnesota, to create a plan for such a playground. Members of SPP and city park staff reviewed potential locations for the playground, and all parties involved agreed that Evergreen Park Area Two would be best suited for this playground.

This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approve of them, and desire to enter into an agreement with SPP related to the playground;

### **Purpose**

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.

### **Section 1**

1. The playground will be called the “Shaw Family Playground.”
2. The playground is to be located at Area Two of Evergreen Park.

3. City shall authorize and permit SPP and their contractors to perform site preparation work and construct the park once all plans and fundraising have been completed to the satisfaction of the Director of Public Works or his designee.
4. No construction work shall commence prior to January 1, 2017.
5. All funds used to construct the park shall be raised by SPP, with no additional funds to be spent by the City for construction.
6. SPP agrees that it will raise additional funds to be used to aid the City in the construction of a new restroom facility or a restroom/shelter facility. Said facility shall include men's, women's and family areas. The SPP team members shall be given input into the design of the family area. The City had previously anticipated receiving grants that would be applied to the cost of construction and SPP had previously agreed to raise an additional \$75,000.00 toward this project. The parties had then agreed to a cost-share plan for costs beyond the fundraising and the grants. The City was not successful in its grant applications, but SPP has committed to fundraise beyond previous expectations, due in part to the additional need brought about by the unsuccessful grant applications. In light of SPP's fundraising success and its ability to obtain donated engineering services that the City was expecting to provide, and reflecting the City's prior agreement to share in the costs of construction, the City agrees that it will pay from its funds up to \$30,000 to construction contractors for the construction work on the restroom/shelter facility. Such payments will be made directly to the contractors.
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## **Section 3**

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

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

CITY OF SHEBOYGAN:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

SHEBOYGAN PARK PROJECT:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** A request to authorize entering into an amended Memorandum of Understanding (MOU), and accepting a gift of \$489,567.00 worth of playground equipment, from the Sheboygan Park Project (SPP), regarding the Shaw Family Playground at Evergreen Park, designed for use by children of all abilities.

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

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**REPORT DATE:** April 26, 2018

**MEETING DATE:** May 1, 2018

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**FISCAL SUMMARY:**

Budget Line Item: \$30,000  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

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**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** In June of 2016, the City entered into an MOU with the SPP regarding the Shaw Family Playground in Evergreen Park, area two. Under section 1, items 6 and 8 have proposed changes to reflect current agreements between the City and SPP. Attached is a redlined version and clean version with proposed changes.

As part of the amended MOU, section 1, item 8, the City would take ownership of the playground equipment after it is purchased by SPP. The playground equipment is set to be released by Landscape Structures, Inc., the manufacturer, after May 18, 2018; the city will store the equipment for approximately two months. SPP has hired the install of the playground equipment, scheduled for the week of July 15<sup>th</sup>.

**STAFF COMMENTS:** SPP has committed to fundraising beyond previous expectations, due in part to the additional need brought about by an unsuccessful grant application. City staff continues to work close with SPP to ensure that the Shaw Family Playground and surrounding area will be a successful project that the community can use and be proud of.

**ACTION REQUESTED:** Approve both resolutions authorizing entering into an amended Memorandum of Understanding and accepting a gift of \$489,567.00 worth of playground equipment, from the Sheboygan Park Project after being purchased by the Sheboygan Park Project.

**ATTACHMENTS:**

- I. Res. No. 11-18-19
- II. Res. No. 6-18-19
- III. Redline version of amended MOU
- IV. Clean version of amended MOU

## **Amended Memorandum of Understanding**

Between

Sheboygan Park Project

and

City of Sheboygan

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This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approve of them, and desire to enter into an agreement with SPP related to the playground;

### **Purpose**

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CITY OF SHEBOYGAN:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

SHEBOYGAN PARK PROJECT:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A request to authorize entering into an amended Memorandum of Understanding (MOU), and accepting a gift of \$489,567.00 worth of playground equipment, from the Sheboygan Park Project (SPP), regarding the Shaw Family Playground at Evergreen Park, designed for use by children of all abilities.

---

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

---

**REPORT DATE:** April 26, 2018

**MEETING DATE:** May 1, 2018

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**FISCAL SUMMARY:**

Budget Line Item: \$30,000  
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:** In June of 2016, the City entered into an MOU with the SPP regarding the Shaw Family Playground in Evergreen Park, area two. Under section 1, items 6 and 8 have proposed changes to reflect current agreements between the City and SPP. Attached is a redlined version and clean version with proposed changes.

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**STAFF COMMENTS:** SPP has committed to fundraising beyond previous expectations, due in part to the additional need brought about by an unsuccessful grant application. City staff continues to work close with SPP to ensure that the Shaw Family Playground and surrounding area will be a successful project that the community can use and be proud of.

**ACTION REQUESTED:** Approve both resolutions authorizing entering into an amended Memorandum of Understanding and accepting a gift of \$489,567.00 worth of playground equipment, from the Sheboygan Park Project after being purchased by the Sheboygan Park Project.

**ATTACHMENTS:**

- I. Res. No. 11-18-19
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- III. Redline version of amended MOU
- IV. Clean version of amended MOU



**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 6 - 18 - 19. By Alderperson Wolf. May 1, 2018.

A RESOLUTION accepting the gift of \$489,567.00 worth of playground equipment from Sheboygan Park Project, for the Shaw Family Playground to be installed in area two of Evergreen Park.

WHEREAS, the City of Sheboygan has an amended Memorandum of Understanding with the Sheboygan Park Project also known as the "Shaw Family Playground", that references the City taking ownership of the playground equipment including structures, ramps and other items that are part of the playground.

WHEREAS, the City of Sheboygan will become owners of the playground equipment at the time that the play equipment has been paid for in full by the Sheboygan Park Project and the equipment has been delivered to Municipal Service Building or at the time that the equipment has been received by representatives of the Sheboygan Park Project.

WHEREAS, the equipment is being purchased from Gerber Leisure Products, an authorized sales rep in Wisconsin, for Landscape Structures, Inc., a reputable playground equipment manufacturer in Minnesota.

*Public Works*

WHEREAS, the Shaw Family Playground is part of the re-development of Area 2 in Evergreen Park, located at North 25<sup>th</sup> Street and Pine Grove Drive, that will include filling and grading of the area, the install of the playground equipment, construction of a new parking lot, construction of a new shelter/restroom, and other site improvements.

RESOLVED: that the Common Council of the City of Sheboygan, Wisconsin, accept the gift of \$489,567.00 worth of playground equipment from the Sheboygan Park Project for the Shaw Family Playground, at no cost to the City of Sheboygan under the terms of this Resolution.

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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

## **Amended Memorandum of Understanding**

Between

Sheboygan Park Project

and

City of Sheboygan

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4. No construction work shall commence prior to January 1, 2017.
5. All funds used to construct the park shall be raised by SPP, with no additional funds to be spent by the City for construction.
6. SPP agrees that it will raise additional funds to be used to aid the City in the construction of a new restroom facility or a restroom/shelter facility. Said facility shall include men's, women's and family areas. The SPP team members shall be given input into the design of the family area. The City had previously anticipated receiving grants that would be applied to the cost of construction and SPP had previously agreed to raise an additional \$75,000.00 toward this project. The parties had then agreed to a cost-share plan for costs beyond the fundraising and the grants. The City was not successful in its grant applications, but SPP has committed to fundraise beyond previous expectations, due in part to the additional need brought about by the unsuccessful grant applications. In light of SPP's fundraising success and its ability to obtain donated engineering services that the City was expecting to provide, and reflecting the City's prior agreement to share in the costs of construction, the City agrees that it will pay from its funds up to \$30,000 to construction contractors for the construction work on the restroom/shelter facility. Such payments will be made directly to the contractors.
7. Any funds raised in excess of construction costs shall be placed into an endowment fund for the playground. Said fund shall be controlled by the Sheboygan Jaycees. The City may request funds from the endowment fund in order to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, or any item that is part of the playground structure, and SPP shall make every effort to ensure that the Jaycees do not unreasonably withhold such funds as requested.
8. The parties agree that the playground equipment and all materials needed to construct the playground and provide access shall be purchased by SPP and given as a gift to the City. Subject to this agreement, ownership of the playground, including the playground structures and ramps and other items that are part of the playground, will be owned, maintained, and controlled by the City of Sheboygan.
9. Notwithstanding its right as owner, the City shall seek consensus from the Jaycees and SPP before making any change to the playground, play components, any structure or ramp that provides accessibility within the playground, the shade area, donor plaques and fence pickets, signage, independent play areas located inside the fenced area or any other item paid for by donations from or provided by the SPP.
10. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
11. The City agrees to overlay and paint parking lines on parking lot in area two.
12. The City will review the possibility of increasing the parking area, and may, in its sole discretion, construct a new or expanded parking area near the playground.

13. The City will aid construction of playground by providing excavation, some engineering services, and construction of walkways. The timeline for City in-kind-labor will be at the discretion of the Public Works Department. Every effort will be made to work within the planned and agreed upon timeline.
14. Any agreement related to the playground is intended to last for the intended life of the playground, which shall be no longer than 25 years, but may be extended by mutual agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.
15. SPP shall complete the park by no later than December 31, 2021. If construction of the park is not completed that by that date, the agreement shall terminate. SPP may, prior to December 31, 2021, request the Common Council to extend the timelines.

## **Section 2**

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

## **Section 3**

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

## **Section 4**

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

## **Section 5**

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives.

## **Section 6**

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or

termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

### **Section 7**

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

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

CITY OF SHEBOYGAN:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

SHEBOYGAN PARK PROJECT:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing entering into a Dock Space Agreement with Tracy Kaderabek to lease dock space along the Sheboygan River for the 2018 boating season.

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**REPORT PREPARED BY:** Chad Pelishek, Director of Planning and Development

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**REPORT DATE:** April 26, 2018

**MEETING DATE:** May 1, 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:** Tracy Kaderabek owns a 55-foot yacht that has leased space along the dock wall on South Pier drive adjacent to the Central Pier Condominium Association for the past two years. Due to the size of the yacht, it is unable to park in the leased docks. The location that is being leased does not provide electrical and water similarly to the other leased docks. In the past, the Parks Department has provided water via a hose from the nearest water pedestal.

**STAFF COMMENTS:** Due to this being the third year of the docking this yacht in this location, city staff is in support of the lease. With the deeper depths in the river, the City and Tourism have been marketing since the 2013 river dredging that our harbor is open is larger vessels. Other vessels parked along the dock wall have been charged \$3,000 per year, but given this location is not serviced with utilities, \$2,500 was supported in the past two years.

**ACTION REQUESTED:** Motion to approve Res. No. 8-18-19 authorizing entering into a Dock Space Agreement with Tracy Kaderabek to lease dock space along the Sheboygan River for the 2018 boating season.

**ATTACHMENTS:**

- I. Res. No. 8-18-19
- II. Dock Space Agreement

III

**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 8 - 18 - 19. By Alderpersons Wolf and Sorenson. May 1, 2018.

A RESOLUTION authorizing entering into a Dock Space Agreement with Tracy Kaderabek to lease dock space along the Sheboygan River for the 2018 boating season.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Dock Space Agreement between the City of Sheboygan and Tracy Kaderabek, 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

**DOCK SPACE AGREEMENT**

**THIS AGREEMENT**, made as of the 23 day of April, 2018, by and between Tracy Kaderabek, hereinafter referred to as "Kaderabek" or "Lessee," and the City of Sheboygan, hereinafter referred to as the "City" or "Lessor."

**WHEREAS**, the Lessee desires to lease dock space along the Sheboygan River abutting the seawall of the South Pier District adjacent to Central Pier Condominium Association, Inc., mooring "Elouise", a 55-foot Maiora Express Yacht (documented vessel #690120) for personal recreational uses.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Lessor hereby leases to the Lessee 100 feet of dock space along the Sheboygan River upon the following terms and conditions:

**Term.** The term of this dock space lease shall be for the boating season of May 4, 2018 to October 1, 2018, and may be renewed for subsequent boating seasons from year to year upon mutual agreement of the parties hereto, so long as the Lessee is not in default under this Agreement.

Provided, however, that the Lessor may terminate this lease at any time it is determined by resolution that public necessity and convenience requires it to do so, by serving upon the Lessee a written notice of its election to so terminate; such notice shall be served at least 30 days prior to the date in said notice written for such termination.

**Rental.** The rental fee for the 2018 boating season shall be Two Thousand Five Hundred (\$2,500.00) dollars and is payable in full on or before May 15, 2018. Said rental fee is non-returnable and non-refundable. Future annual rental fees shall be determined and based upon charges for comparable Redevelopment Authority (RDA) or City of Sheboygan owned mooring facilities leased to other persons. All annual rental payments shall be due and payable to the Lessor on or before the commencement of the annual rental period.

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**Use.** The dock space rented hereunder shall be used only for mooring "Elouise," a 55-foot Maiora Express Yacht (documented vessel #690120).

Lessee shall observe and comply with all federal, state and local laws, regulations, ordinances and rules which are applicable to its operations or to its use and occupancy of the dock space, and shall not permit waste, nuisance or any illegal activities on the premises.

**Utilities.** Lessee shall be permitted to utilize the existing 30 Amp electrical pedestal. No other City utilities will be provided under this Agreement.

**Alterations & Maintenance.** Lessee shall make no alterations or additions to the seawall or pier facilities or dock space covered under this Agreement unless the same has been specifically requested, in writing, and permission has been granted, in writing, by the Lessor. Lessee shall not install any finger piers or other mooring facilities along the dock space covered by this Agreement.

Lessee, at its own expense, shall keep the premises in a safe, clean and sanitary condition, in good repair, and agrees to surrender the premises at the end of the term of this lease in the same condition as at the beginning of the term, ordinary wear and tear and use being excepted, and shall pay for all damages occasioned by its use.

**Liability for Damages.** Lessee accepts responsibility and liability for any and all damage to property or injury to persons that may occur as a result of its use of this dock space.

**Warranties Excluded.** Neither the RDA nor the City of Sheboygan accept any responsibility for the safety of persons or property in the area covered by this lease, and makes no warranties or promises of any kind as to the suitability, convenience and accessibility of the dock space described, nor for the safety of any boat or its equipment that is moored at this location.

Freezers, refrigerators, ice machines and all other appliances and furniture are not permitted in the area, nor are installations for storage of any kind permitted on piers, walls or promenade.

TK

**Hold Harmless.** Lessee hereby agrees to save the Redevelopment Authority of the City of Sheboygan, and the City of Sheboygan, harmless in case of any action(s) or claim(s) arising as a result of the leasing or use of this dock space.

**Insurance.** Lessee shall at its own expense keep in force insurance in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility, licensed to do business in the State of Wisconsin, insuring Lessee and the RDA and City against all liabilities for accidents arising out of, or in connection with, Lessee's use and occupancy of, and operations at, the leased premises, except when caused solely by Lessor's willful or negligent misconduct, and shall furnish to the Lessor certificates evidencing this insurance and naming the RDA and City of Sheboygan as additional insureds, to-wit:

General commercial liability insurance or equivalent with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability.

**Subject to other Agreements.** Lessee acknowledges and agrees that this dock space lease is subject to and subordinate to any existing or future agreement of any kind between the RDA or City and any other public agency of the United States government, State of Wisconsin, or any official, board, commission or other body politic of the state, now or hereafter created, pertaining to the development, construction, environmental cleanup, operation or maintenance of the Sheboygan River, or its adjoining dockwalls.

**No Joint Venture.** The parties agree that nothing contained in this Agreement is intended, or shall be construed as, creating or establishing a partnership or joint venture between the parties here or as designating the Lessee as the agent or representative of the RDA or City for any purpose whatsoever.

**Rental Payment.** The rent payments shall be paid at the office of the Finance Director/Treasurer of the City, 828 Center Avenue, Sheboygan, Wisconsin, unless some other

Tk

place of payment is designated by Lessor, and Lessee is duly notified thereof in writing.

**Deductions.** This lease shall be deemed and construed to be a "net lease," and the rent payable hereunder as "net rent," and accordingly such basic rent and all other sums which shall be paid to Lessor shall be paid without deductions or set-off of any nature whatsoever, except as provided in this lease.

**Default.** Unless otherwise specifically provided, in the event that the Lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions herein agreed to be kept and performed by the Lessee, which shall remain unremedied for thirty (30) days after written notice of such default, then in that event, the Lessor may terminate and end this lease forthwith, and the Lessor may enter upon said property and remove all persons and property therefrom, and the Lessee shall not be entitled to any money paid hereunder or any part thereof; in the event the Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of the property by reason of any default of the Lessee, or otherwise, the Lessee agrees to pay the Lessor all costs of such legal action. 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.

**Severability.** In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this lease.

**Venue.** This Agreement shall be deemed to have been entered into and executed in Sheboygan County, Wisconsin, and shall be governed and interpreted in accordance with the substantive laws of the State of Wisconsin. The parties agree that any litigation shall be resolved in a court of competent jurisdiction in the State of Wisconsin. **TR**

**Termination Expenses.** In the event this agreement is terminated, or not renewed, the Lessee agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind), or any other expenses, costs or awards which are directly or indirectly related to such termination or nonrenewal of this agreement.

**Assignment of Interest.** This lease shall not be assigned without prior written consent of the Lessor.

**IN WITNESS WHEREOF,** Tracy Kaderabek and the City of Sheboygan have caused this instrument to be executed and their respective seals to be affixed and attested thereto by their duly authorized officers, the day and year first above written.

**LESSEE:**

T Kaderabek 4/23/18  
Tracy Kaderabek

**LESSOR:**  
**CITY OF SHEBOYGAN**

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

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

**DOCK SPACE AGREEMENT**

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Provided, however, that the Lessor may terminate this lease at any time it is determined by resolution that public necessity and convenience requires it to do so, by serving upon the Lessee a written notice of its election to so terminate; such notice shall be served at least 30 days prior to the date in said notice written for such termination.

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**LESSEE:**

T Kaderabek 4/23/18  
Tracy Kaderabek

**LESSOR:**  
**CITY OF SHEBOYGAN**

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

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