

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

III

Res. No. 76 - 16 - 17. By Alderperson Belanger. August 8, 2016.

A RESOLUTION extending the special charge for residential garbage and refuse disposal services provided by the City.

WHEREAS: by way of Res. No. 128-11-12 adopted February 6, 2012, the Common Council ratified its action during 2012 budget process establishing a special charge for residential garbage and refuse disposal services of \$7.16 per month for 2012 and established the special charge at \$5.00 per month per household for 2013 and 2014, with said special charge to expire effective January 1, 2015; and

WHEREAS: by way of Res. 67-14-15 adopted October 6, 2014, the Common Council extended the special charge for residential garbage and refuse disposal services at \$5.00 per month per household with a provision to review the garbage fee every two years starting as of December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby extends the special charge for residential garbage and refuse disposal services established in the amount of \$5.00 per month per household.

BE IT FURTHER RESOLVED: That the special garbage and refuse disposal charges extended in accordance with this resolution shall be a debt due to the City and if not paid within the time determined by the City, the charge shall be delinquent and become a lien upon the property. A late payment charge of three (3%) percent but not less than \$0.50 will be added to bills not paid within 20 days of issuance. This one-time three (3%) percent late payment charge will be applied only to any unpaid balance for the current billing period's charge. The household may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued.

*Pub. Wres.*

Thereafter, if payment is not received prior to November 15, the delinquent bill will be placed on the succeeding tax roll, for collection and settlement under Chapter 74, Wis. Stats. Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating charges imposed hereunder.

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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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution regarding a Request for Amending Section 74-63 of the City Municipal Code entitled "Fire Control" so as to Eliminate Recreational Fires on Beaches.

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

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**REPORT DATE:** August 5, 2016

**MEETING DATE:** August 09, 2016

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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: 74-63

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**BACKGROUND / ANALYSIS:**

Public Work staff, Fire Department staff and volunteers have worked hard to provide several fire pit rings on the beaches of Lake Michigan. Due to the abuse of using wood with nails, having large fires, broken glass in the sand, half burnt logs buried in the sand, and people making their own fire pits, have added a hazardous and un-clean look to our beaches.

**STAFF COMMENTS:**

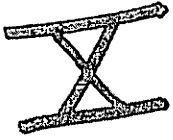
Providing fire pit rings along the beaches of Lake Michigan was seen as a good thing for the community by Public Works and Fire Department Staff. Departments have posted signs with rules by each ring, asked for more enforcement and utilized volunteer groups to aid in the cleaning of the fire pit areas. Conditions have degraded each year and the beach areas around the rings are filling with hazardous debris.

**ACTION REQUESTED:**

Motion of approval from the Public Works Committee and recommendation to the Common Council.

**ATTACHMENTS:**

- I. General Ordinance No. 15 -16 -17
- II. Email from Steve Sokolowski



6.2

Gen. Ord. No. 15 - 16 - 17. By Alderperson Belanger. August 1, 2016.

AN ORDINANCE amending Section 74-63 of the City of Sheboygan Municipal Code entitled "Fire Control" so as to eliminate recreational fires on beaches.

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

Section 1. Section 74-63 of the Sheboygan Municipal Code entitled "Fire Control" is amended so as to read as follows:

"Sec. 74-63. *Fire control.*

Fires shall be permitted in city parks and on city-owned property only under the following circumstances:

- (1) In metal grills in picnic areas;
- (2) As part of the officially sponsored activities of high schools within the city as set forth in section 50-182(10);
- (3) As otherwise permitted by the council; and
- (4) Except as specifically set forth above, all fires permitted in this section are further subject to the limitations on recreational bonfires set forth in section 50-182(6)."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*Pat Wilco*

*John B. [Signature]*

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

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

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

**From:** Steven Sokolowski [<mailto:stevesoko@att.net>]

**Sent:** Friday, August 05, 2016 8:25 AM

**To:** Mayor Vandersteen; Alderperson John Belanger; Alderperson Andrew Schneider; Alderperson Todd Wolf; Alderperson Jim Bohren; Alderperson Bryan Bitters; Alderperson Bill Thiel; Alderperson Job Hou-Seye; Alderperson Joseph Heidemann; Alderperson Mark Hermann; Alderperson Mary Lynne Donohue; Alderperson Mike Damrow; Alderperson Roman Draughon; Alderperson Rosemarie Trester; Alderperson Scott Lewandoske; Alderperson Susan Lessard; Alderperson Tammy Rabe; Richards, Susan; Biebel, David; Pelishek, Chad

**Subject:** Recommendation to file the proposed ordinance amendment to eliminate fires on the beaches.

To the City of Sheboygan Mayor, Common Council and Public Works Committee:

It has come to our attention that the Public Works Committee and Common Council will be reviewing an ordinance amendment to eliminate fires on the beaches:

*An Ordinance by Ald. Belanger amending Section 74-63 of the Municipal Code entitled so as to eliminate recreational fires on beaches. PUBLIC WORKS*

I applauded the Common Council willingness to pass this ordinance permitting people to have fires on the beaches. Sitting by a fire next to Lake Michigan with loved ones and/or friends is one of the best experiences that the City offers its citizens. It is very appealing to go to the beach in my community (no traveling), start a fire by the lake and just hang out and see beautiful sunsets, moon lit nights and hear laughter, the sounds of the water, people, birds, etc.

Often times people and/or organizations react to a situation due to one bad incident or individual instead of thinking about the numerous amount of times that people have acted responsibly and have had the opportunity to enjoy themselves with a fire by the lake. I believe that for the most part people have acted responsibly and those individuals should not be penalized. I would suggest that you take a look at the situation from the perspective of those citizens who are responsible, who follow the rules and who thoroughly enjoy having the opportunity to enjoy a fire by the lake.

If there are issues maybe there are other ways of regulating fires on the beach instead of completely eliminating it such as:

- Fires can only be started in the rings provided by the City.
- I do not think a permit is warranted but maybe a permit is issued (very inexpensive permit with maybe a contact name of who is responsible for the fire at which numbered fire pit ring).
- If the concern is what is being burned maybe the wood needs to be purchased from the City.
- When prohibited - Burning that is offensive or objectionable because of smoke or odor emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.
- Extinguishment authority - The fire code official is authorized to order the extinguishment of any fire that creates or adds to a hazard or objectionable situation.

- Penalties / Fines - Any person found to be noncompliant with specific regulation may be subject to a municipal citation in the amount of no less than \$XXX.00 and no greater than \$XXX.00.
- Where fire pits are provided during the summer months, they are available on a first come, first served basis.
- Burn only untreated, unpainted wood.
- Don't burn pallets or any wood containing nails or other hardware.
- Burn Clean. Do not use accelerants such as lighter fluid, as they leave pollution and poisons in the sand and the air. Paper and kindling are preferred fire starter material.
- Don't burn trash or debris. Most trash gives off pollution and poisonous gases.
- Trash must be removed from the beach. LEAVE NO TRACE.

Maybe public works, fire or police staff have ideas that could be researched and considered to alleviate some of the concerns.

Again, beach fires are one of the best experiences that the City has offered its citizens! It would be extremely disappointing if the Public Works Committee and Common Council completely eliminated beach fires in the City of Sheboygan. On behalf of responsible citizens who enjoy beach fires by Lake Michigan, we strongly recommend that you do not eliminate beach fires and file this proposed ordinance amendment. If you do not file this document, we recommend that you allow beach fires and possibly add some minimal beach fire regulations.

Please provide a copy of this letter to all committee members who will be making a recommendation and to all council members who will be making a formal decision on this matter.

Sincerely,

Steve and Dawn Sokolowski  
 1820 N. 29<sup>th</sup> Street  
 Sheboygan, WI 53081

Typically, fires must be limited to official fire pits, which are formed by large cement rings in the sand. **Fires are only allowed WITHIN the provided concrete fire rings.** Any fires created outside of these rings are illegal.



III

5.7

Res. No. 62 - 16 - 17. By Alderperson Belanger. July 18, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a 2017 Freightliner M2 Cab and Chassis to replace the current 2004 model sign maintenance truck chassis for the Department of Public Works Motor Vehicle Division.

WHEREAS: The Department of Public Works has included a replacement street sign maintenance vehicle in its 2016 Capital Budget. This specialized vehicle is ordered in two phases with the first being the cab and chassis and the second being the body upfit and;

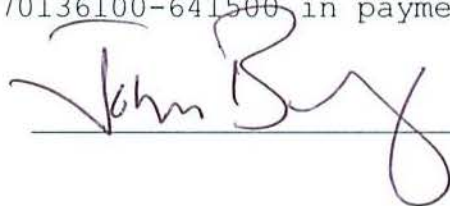
WHEREAS: The Cab and Chassis is a long lead time item and needs to be ordered at this time in order to insure delivery to the up-fitter later this year. The up-fit portion of the truck will seek Common Council approval through a separate resolution and;

WHEREAS: The Department of Public Works is conscientiously committed to fleet standardization of trucks having a gross vehicle weight rating of 20,000# or higher and has chosen Freightliner trucks as its brand of choice.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Truck Country of WI of Oak Creek for the purchase of a 2017 Freightliner M2 Cab and Chassis in the amount of \$110,982 as per quote # 1905-16.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account # 70136100-641500 in payment of same.

*Pub Wks.*

  
\_\_\_\_\_

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:** Resolution to authorize purchase of a Cab and Chassis for a replacement street sign maintenance vehicle.

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

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**REPORT DATE:** July 13, 2016

**MEETING DATE:** July 26, 2016

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**FISCAL SUMMARY:**

Budget Line Item: 70136100-641500  
Budget Summary: Motor Vehicle Fund  
Budgeted Expenditure: \$ 200,000.00  
Budgeted Revenue N/A

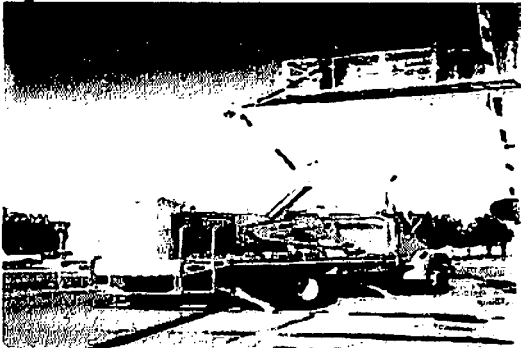
**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

This resolution authorizes the department to purchase a 2017 Freightliner M2 Cab and Chassis from Truck Country of Oak Creek WI. This will be mated with a sign maintenance body and ultimately replace a 2004 model sign maintenance truck. Authorization for the body will be sought in the near future.



**STAFF COMMENTS:** This is the first of two requests associated with the replacement of the current 2004 model sign maintenance vehicle. The current vehicle has an extremely rusted crane platform creating safety concerns and the cab has experienced chronic fuel injection issues. The second step in the near future will seek approval for the cost of the sign maintenance body. The Freightliner brand of trucks has been chosen by the department as the new "standard" for trucks having a GVWR in excess of 20,000#. This vehicle has a lead time of 90-120 days and will ship directly to the chosen up-fitter. Upon receipt of the truck by the City, the current 2004 vehicle will be sold at auction.

**ACTION REQUESTED:** Motion to recommend Common Council to waive competitive bidding and approve Resolution to authorize purchase of cab and chassis from Truck Country in the amount of \$110,982.00

**ATTACHMENTS:**

I. Res. \_\_-16-17

III

4.7

Res. No. 70 -- 16 - 17. By Alderperson Belanger. August 1, 2016.

A RESOLUTION authorizing the Superintendent of Parks and Forestry to apply for a cost-share grant from the Bay-Lake Regional Planning Commission for the purpose of purchasing street trees as part of the City's program to mitigate the effects of the Emerald Ash Borer.

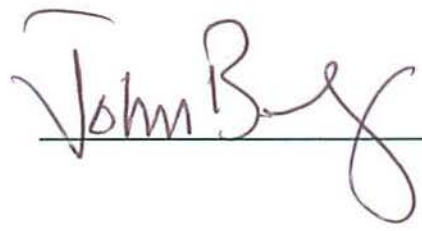
WHEREAS, the City of Sheboygan is interested in obtaining a cost-share grant from the Bay-Lake Regional Planning Commission for the purpose of funding Emerald Ash Borer mitigation projects using funding originating from the U.S. Forest Service Great Lakes Restoration Initiative; and

NOW, THEREFORE, BE IT RESOLVED: That the Superintendent of Parks and Forestry is hereby authorized to apply for said grant is empowered to act on the City's behalf to:

1. Sign and submit the grant application.
2. Sign a grant agreement between applicant and the Bay-Lake Regional Planning Commission.
3. Submit interim and/or final reports to the Bay-Lake Regional Planning Commission to satisfy the grant agreement.
4. Submit reimbursement requests and, if applicable, contractor invoices to the Bay-Lake Regional Planning Commission.
5. Sign and submit other required documentation.

BE IT FURTHER RESOLVED: The City of Sheboygan shall budget a sum sufficient to fully and satisfactorily complete the project.

*Bo Manna,  
Parks & Forestry  
and  
Pub 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 MARINA, PARKS AND FORESTRY COMMISSIONER CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution Regarding a Request to Apply to Obtain a Cost-Share Grant to Purchas Street Trees.

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

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**REPORT DATE:** July 28, 2016

**MEETING DATE:** August 01, 2016

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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

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

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**BACKGROUND / ANALYSIS:**

The City of Sheboygan has a newly adopted Urban Forestry Management Plan. The City's goal is to start planting 500 street trees a year.

**STAFF COMMENTS:**

At this time the City has 3,000 open street planting sights available. In the spring of this year 2016, EAB was found in the City. The UFM Plan projected that 5,000 Ash trees will die over the next four to six years. The planting of trees is crucial at this time to avoid furthering our Urban Forest deficiency.

**ACTION REQUESTED:**

Motion to recommend the Common Council refer to the Marina, Park & Forestry Commission and Public Works Committee to authorize the Superintendent of Parks and Forestry to apply for a cost-share grant from the Bay-Lake Regional Planning commission for the purpose of purchasing trees to be planted in the road right-of-way in the City of Sheboygan.

**ATTACHMENTS:**

- I. Resolution \_\_\_-16-17

III

4.8

Res. No. 71 - 16 - 17. By Alderperson Belanger. August 1, 2016.

A RESOLUTION authorizing the appropriate City Officials to advertise for a request for proposal for a Park Impact Fee Study for the City of Sheboygan.

WHEREAS: The City of Sheboygan has a newly adopted Comprehensive Outdoor Recreation Plan for 2016-2020 that provides an assessment of park and recreation facilities and needs in the City, and;

WHEREAS: The City of Sheboygan is looking for financial opportunities to aid in addressing these park needs; and;

WHEREAS: The impact fee study will provide recommendation on the feasibility of parks and other impact fees in the City, development of detailed park impact fees, and a five year financial plan for the city of Sheboygan's park funds as well as recommendations for future fee adjustments.

THEREFORE BE IT RESOLVED: That the appropriate City Officials are hereby authorized to advertise for a proposal for the City of Sheboygan Park Impact Fee Study.

*Bd Marina,  
Parks & Forestry  
and  
Pub. Wks.*

*John By*

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 MARINA, PARKS AND FORESTRY COMMISSION CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution regarding a Request for Proposal for a Park Impact Fee Study

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

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**REPORT DATE:** July 27, 2016

**MEETING DATE:** August 01, 2016

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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: 66.0617  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

The City of Sheboygan has a newly adopted Comprehensive Outdoor Recreation Plan for years 2016 – 2020 that provides an assessment of park and recreation facilities and needs in the city. In an effort to financially address these needs by minimizing the use of the property taxes, the Public Works Department would like to seek request for proposals for a Park Impact Fee Study.

**STAFF COMMENTS:**

The impact fee study will provide recommendations on the feasibility of parks and other impact fees in the City, development of detailed park impact fees, and a five year financial plan for the city of Sheboygan's park funds as well as recommendations for the future fee adjustments.

**ACTION REQUESTED:**

Motion to recommend the Common Council refer to the Marina, Park and Forestry Commission and Public Works Committee to authorize the Public Works Director to advertise for Request for Proposals for a Park Impact Fee Study for the City of Sheboygan.

**ATTACHMENTS:**

- I. Resolution \_\_\_-16-17
- II. Proposal for a Park Impact Fee Study

III

4.10

Res. No. 73 - 16 - 17. By Alderperson Belanger. August 1, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated July 27, 2016), I.D. 4630-05-00/71 for design and construction for the STH 42 Calumet Drive Reconstruction from Main Ave. to N. 26<sup>th</sup> St. scheduled for 2016 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the STH 42 Calumet Drive Reconstruction from Main Avenue to N. 26<sup>th</sup> St. for the proposed sum of \$4,424,879 of which the Federal/State share is \$3,775,717 and of which the City of Sheboygan's share is \$649,162.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

*Pub Wks.*

John Belg

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:** Calumet Drive (Main Ave to N. 26thSt.) Reconstruction WI DOT Project  
4630-05-00/71/72

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**REPORT PREPARED BY:** Ryan Sazama

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**REPORT DATE:** 8/01/2016

**MEETING DATE:** 8/9/2016

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**FISCAL SUMMARY:**

Budget Line Item: 2017 Capital  
Improvements  
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 project is to be constructed in 2017 with construction starting in the Spring of 2017 and to be completed in the Fall of 2017. This project is sponsored by the Wisconsin DOT as part of their connecting highway system. The reconstruction of Calumet Drive starts at Main Avenue and terminates at N. 26<sup>th</sup> Street.

**STAFF COMMENTS:**

Staff has reviewed the revised SMA (State Municipal Agreement) and approves the agreement.

**ACTION REQUESTED:**

**Approve**

**ATTACHMENTS:**

Res -16-17  
Revised State Municipal Agreement Dated July 27<sup>th</sup>, 2016.

# STATE / MUNICIPAL AGREEMENT

## FOR A HIGHWAY IMPROVEMENT PROJECT REVISION 2

Revises Revision 1 Dated September 27, 2013

DATE: July 27, 2016

I.D.: 4630-05-00 / 71 / 72

HIGHWAY: STH 42 LENGTH: 0.433

LIMITS: Calumet Drive, Main Ave. – 26<sup>th</sup> Street

COUNTY: Sheboygan

FILE: 11-14

The signatory City of Sheboygan hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

The term "DOT" refers to both the Wisconsin and/or Federal Highway Administration Departments of Transportation.

### NEEDS AND ESTIMATE SUMMARY:

**Existing Facility (describe and give reason for request):** The existing facility is an urban 4-lane non-divided section with curb & gutter and sidewalk. Turn lanes are provided at various intersections. The pcc pavement is at its service life and has not been overlaid, resulting in a poor ride. The existing storm sewer is undersized. The existing sanitary and water utilities are near their service life and are in need of repair or replacement at various locations. The existing roadway has no on-street accommodations for bicyclists.

**Proposed Improvement (nature of work):** Reconstruct the existing urban cross-section, replace or repair water and sanitary system at various locations, replace storm system, provide on-street bicycle accommodations, and provide new lighting system.

**Describe non-participating work included in the project contract:** New lighting system (50%), sanitary and water replacements and repairs (100%), sealing concrete pavement joints (100%), excavation, hauling, and disposal of petroleum-contaminated soil and management of petroleum-contaminated groundwater (100%), televising sanitary and storm sewers (100%), pavement design upgrade (100%), any local side street work not necessary as part of STH 42 work (100%).

**Describe other work necessary to finish the project completely, which will be undertaken independently by the Municipality:** Removal and re-installation of street names signs and community-specific signs.

PHASE	ESTIMATED COST (in fiscal 2017 dollars)				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
<b>Preliminary Engineering, 1:</b>					
Plan Development, 1a	357,736	268,302	75	89,434	25
Sanitary/Water Design, 1b	TBD	0	0	TBD	100
<b>Real Estate Acquisition 2:</b>					
Parcel Fee & Easement Costs, 2a	300,000	300,000	100	0	0
City Acquisition Costs, 2b	50,000	50,000	100	0	0
<b>Construction ID 4630-05-71, 3:</b>					
Roadway Items (Cat 0010, Priorities 1 and 3), 3a	2,711,111	2,711,111	100	0	0
Pavement Selection (Cat 0010, Priority 2), 3b	54,000	0	0	54,000	100
New Lighting (Cat 0020), 3c	216,020	108,010	50	108,010	50
<b>Construction ID 4630-05-72 (Cat 0010), 4:</b>					
Sanitary Sewer & Water Utilities, 4a	279,326	0	0	279,326	100

Sealing Concrete Pavement Joints, 4b	23,737	0	0	23,737	100
Hazardous Material Clean-up, 4c	25,000	0	0	25,000	100
Televising Sanitary & Storm Sewers, 4d	9,684	0	0	9,684	100
<b>Construction Subtotal Without Engineering</b>	<b>3,318,878</b>	<b>2,819,121</b>	<b>-</b>	<b>499,757</b>	<b>-</b>
<b>Construction Engineering @ 12%, 5:</b>	<b>398,265</b>	<b>338,294</b>	<b>-</b>	<b>59,971</b>	<b>-</b>
<b>TOTAL COST DISTRIBUTION:</b>	<b>4,424,879</b>	<b>3,775,717</b>	<b>-</b>	<b>649,162</b>	<b>-</b>

Dollar amounts shown in the table above are in terms of fiscal 2017.

Costs noted in the table above do not include the Municipality's effort to design the sanitary and water items, nor inspect items under project ID 4560-05-72.

1) The amounts shown for preliminary engineering are theoretical estimates only. The Municipality and State will ultimately be responsible for actual costs incurred. a - The Municipality is responsible for 25% participation in preliminary (design) engineering costs for overall plan development and design done by WisDOT staff or their hired consultants. This is a theoretical amount based on 12% of the estimated construction cost of items designed by WisDOT staff or their hired consultants. b - The Municipality is responsible for 100% of the preliminary (design) engineering costs for sanitary sewer and water utility design. This engineering effort will be provided entirely by the Municipality or their hired consultants. An estimated amount is not shown for this effort as it is to be determined by the Municipality.

2) The amount shown for real estate is an estimate based on the latest data. a - All real estate costs are eligible for Federal/State funding. The Federal/State will participate if real estate costs are prudent and financially feasible. The dollar amounts shown are estimates only. b - The Municipality must acquire real estate in their name. The cost for the Municipality to acquire fee parcels is cost eligible.

3) Project 4630-05-71 construction costs shown are an estimate based on historical bid item prices of similar projects. The current total estimate, by item, for project ID 4630-05-71 is attached. The Project Agreement and associated costs will be revised again after winning bid amounts are received. a - Roadway items under category 0010, priorities 1 and 3, are normal participating items that will be funded entirely by DOT. b - The "present worth" Life Cycle Analysis has identified the "total facility cost" for various pavement design alternatives. Based on this analysis, the State recommends the pavement type alternative consisting of 7.5" concrete. The Municipality has chosen a more costly pavement design alternative consisting of 9" concrete. The Municipality understands that they are responsible for funding 100% of the difference in present worth of the total facility cost between the recommended pavement design alternative and the chosen alternative. See attached pavement design alternative descriptions and life cycle cost analysis info from the pavement design report. c - New lighting is defined as a continuous system where one has not existed. The 50/50 split is for a standard lighting system. Since the State does not consider the existing lighting along this section of Calumet Drive as continuous system, and since the State has confirmed that the cost of the City's proposed lighting equipment is comparable to the State's standard lighting equipment, the lighting cost is, indeed, eligible for 50% DOT participation.

4) Costs under project 4630-05-72 represent costs for items that are to be 100% funded by the Municipality. The costs shown are an estimate based on historical bid item prices of similar projects. The current total estimate, by item, for project ID 4630-05-72 is attached. The Project Agreement and associated costs will be revised again after winning bid amounts are received. a - The Municipality shall entirely fund all construction costs for sanitary sewer and water utility items. b - The Municipality has chosen to have the concrete joints in the proposed new pavement sealed, which they shall entirely fund. c - Excavation, hauling, and disposal of petroleum-contaminated soil and management of petroleum-contaminated groundwater is to be entirely funded

by the Municipality. d – The Municipality has chosen to have the proposed new storm sewer and sanitary sewer televised, which they shall entirely fund.

5) Construction engineering is an estimate based on 12% of the item construction costs. Even though the items under project ID 4560-05-72 are to be inspected by the Municipality, this same engineering percentage was assumed for this ID as State staff will still need to document inspection, item quantities, and pay estimates in the DOT's accounting system.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such a request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of \_\_\_\_\_  
Municipality

\_\_\_\_\_  
Name Title Date

State of Wisconsin Department of Transportation Approval

\_\_\_\_\_  
Name Title Date

III

4.11

Res. No. 74 - 16 - 17. By Alderperson Belanger. August 1, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated March 16, 2016), I.D. 4996-01-53/54 for design and construction for the Sidewalk Gap Improvements.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the Sidewalk Gap Improvements of which the Federal share is \$1,349,364 and of which the City of Sheboygan's share is \$9,313.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

*Pub. Wks.*

*John Boy*

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:** Sidewalk Gap Improvements (various locations throughout the City of Sheboygan) WI DOT Project 4996-01-53/54

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**REPORT PREPARED BY:** Ryan Sazama

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**REPORT DATE:** 8/01/2016

**MEETING DATE:** 8/9/2016

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**FISCAL SUMMARY:**

Budgeted Revenue: Federal Funding  
\$1,349,364

Budget Line Item: Acct. No.  
47733140-631200  
Budget Summary: Federal Funding  
\$1,349,364 – City  
Funding \$9,313.00  
Budgeted Expenditure: N/A

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

Various sidewalks in 2016 were constructed throughout the City of Sheboygan as part of the Federally Funded Non-Motorized Program sponsored by Sheboygan County. These sidewalks were constructed in areas where there were high pedestrian traffic but no sidewalks to serve these areas. The project is now completed.

**STAFF COMMENTS:**

Staff has reviewed the revised SMA (State Municipal Agreement) and approves the agreement.

**ACTION REQUESTED:**

**Approve**

**ATTACHMENTS:**

Res -16-17  
Revised State Municipal Agreement Dated March 22, 2016.



**3<sup>RD</sup> REVISION  
STATE/MUNICIPAL AGREEMENT  
FOR A STATE-LET  
NON-MOTORIZED  
TRANSPORTATION PILOT  
PROGRAM (NMTTP)**

*This agreement supersedes the agreement signed by the Project Sponsor on December 4, 2014 and signed by DOT on December 15, 2014.*

**Program Name: NMTTP  
Sub-program #: 290**

Revised Date: MARCH 22, 2016

Date: JULY 10, 2008

I.D.: 4996-01-53/54

Project Title: SIDEWALK GAP IMPROVEMENT,  
CITY OF SHEBOYGAN

Location/Limits: VARIOUS

Project Length: N/A

Project Sponsor: CITY OF SHEBOYGAN

County: SHEBOYGAN

The signatory, City of Sheboygan, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law 23 U.S.C. 213.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Facility** – The City of Sheboygan has a connective grid system of sidewalks throughout the community. However, in some areas of the City the grid system's connectivity is disrupted due to significant gaps.

**Proposed Project - Nature of work:** The proposed improvement is to construct sidewalks to fill the critical gaps that have been identified in the City's grid system.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **None**

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>ID 4996-01-53</b>					
Design	\$229,374	\$229,374	100%	\$0	0%
Management Consultant Review	\$25,594	\$25,594	100%	\$0	0%
State Review	\$5,677	\$5,677	100%	\$0	0%
<b>Total Design Cost:</b>	<b>\$260,645</b>	<b>\$260,645*</b>	<b>MAX</b>	<b>\$0</b>	<b>BAL</b>
<b>ID 4996-22-71</b>					
Participating Construction	\$901,687	\$901,687	100%	\$0	0%
Non-Participating Construction	\$9,313	\$0	0%	\$9,313	100%
Construction Management	\$161,177	\$161,177	100%	\$0	0%
Management Consultant Review	\$22,390	\$22,390	100%	\$0	0%
State Review	\$3,465	\$3,465	100%	\$0	0%
<b>Total Construction Cost</b>	<b>\$1,098,032</b>	<b>\$1,088,719*</b>	<b>MAX</b>	<b>\$9,313</b>	<b>BAL</b>
<b>Total Est. Cost Distribution</b>	<b>\$1,358,677</b>	<b>\$1,349,364*</b>		<b>\$9,313</b>	

\*The project has a federal funding maximum of \$1,349,364. This maximum is cumulative for all federally-funded project phases.

The project which is the subject of this State/Municipal Agreement is being financed through grant money awarded to Sheboygan County, Wisconsin, under the Nonmotorized transportation pilot program established under Sec.1807 of P.L. 109-59, the "Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU)".

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State and delivery to the Project Sponsor shall constitute agreement between the Project Sponsor and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

## **GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964, which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All DBE requirements that the State specifies.
  - g. Federal Statutes that govern the Transportation Alternatives Program, including but not limited to 23 U.S.C. 213 and Wis. Stat. 85.021.

## **STATE RESPONSIBILITIES AND REQUIREMENTS:**

4. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.

- g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Preliminary Engineering and design.
  - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Project Sponsor for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted. The project sponsor is an eligible recipient of these grant funds pursuant to Wisconsin Statute 85.021 and federal law at 23 U.S.C. 213.
9. Work to be performed by the Project Sponsor without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
10. The Project Sponsor is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Project Sponsor will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Project Sponsor's foregoing agreements to pay the State, the Project Sponsor, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Project Sponsor.
13. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
14. The Project Sponsor will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - e. Provide complete plans, specifications, and estimates.
  - f. Provide relocation orders and real estate plats.
  - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.
  - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
15. It is further agreed by the Project Sponsor that:
  - a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
  - b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Project Sponsor, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

#### **LEGAL RELATIONSHIPS:**

- 16. The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 17. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor or its sureties; or because of any claims or amounts recovered for any infringement by the Project Sponsor and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Project Sponsor and its sureties; or any other law, ordinance, order or decree relating to the Project Sponsor's operations.
- 18. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 19. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
- 20. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### **PROJECT FUNDING CONDITIONS**

- 21. The Project Sponsor agrees to the following project funding conditions:
  - a. ID 4996-01-53: Design is funded with 100% federal funding up to a maximum of \$260,645, when the Project Sponsor agrees to provide any funds in excess of the \$260,645 federal funding maximum. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and

processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% with federal funding.

b. ID 4996-01-54: Construction:

i. Costs for trail construction are funded with 100% federal funding up to a maximum of \$1,088,719, when the Project Sponsor agrees to provide any funds in excess of the \$1,088,719 federal funding maximum.

ii. Costs for this phase include an estimated amount for state review activities, to be funded 100% with federal funding.

iii. Costs for non-participating items are funded 100% by the municipality.

c. The maximum participation of federal funding will be limited to 100% of the actual eligible project cost or the total cost distribution of funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$1,349,364 is cumulative for all federal funded project phases.

[End of Document]