

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

III

4.7

Res. No. 156 - 15 - 16. By Alderperson Belanger. March 7, 2016.

A RESOLUTION to declare the second Saturday in May, International Migratory Bird Day.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities,

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring,

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide,

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes,

WHEREAS, public awareness and concerns are crucial components of migratory bird conservation,

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations,

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.,

WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun,

WHEREAS, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants,

Pub. Wks.

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

RESOLVED: That the City of Sheboygan declares the second Saturday in May, International Migratory Bird Day.

  
\_\_\_\_\_

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

III

4.8

Res. No. 157 - 15 - 16. By Alderperson Belanger. March 7, 2016.

A RESOLUTION authorizing advertising for bids for the 2016 Concrete Sidewalk Program.

RESOLVED: That the Public Works Department is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.15 (3), Wisconsin Stats, for the 2016 Concrete Sidewalk Program aforementioned, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

John Berg

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

III

4.9

Res. No. 158 -15 - 16. By Alderperson Belanger. March 7, 2016.

A RESOLUTION authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (dated February 17, 2016), I.D. 4996-19-00/71, for the design and construction of the 8<sup>th</sup> Street Sheboygan Bridge project scheduled for 2017 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 8<sup>th</sup> Street Sheboygan Bridge for the proposed sum of \$3,369,151.00 of which the Federal/State share is \$2,681,302 and of which the City of Sheboygan's share is \$687,849.

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 Bej

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



**1<sup>ST</sup> REVISION  
STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET LOCAL BRIDGE  
PROJECT**

*This agreement supersedes the agreement signed by the Municipality on November 12, 2014 and signed by DOT on November 18, 2014.*

**Program Name: Local Bridge**

**Sub-program #: 205**

Revised Date: February 17, 2016

Date: JUNE 11, 2014

I.D.: 4996-19-00/71

Road Name: C Sheboygan, 8<sup>th</sup> Street

Bridge ID: B-59-0154

Location: Sheboygan River Bridge B-59-0154

Limits: Riverfront Drive – Indiana Ave.

County: Sheboygan

Project Length: 323 feet

Facility Owner: City of Sheboygan

Project Sponsor: City of Sheboygan

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 effect the highway or street improvement hereinafter described.

The authority for the Municipality 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 Municipality 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 - Describe and give reason for request:** Structure B-59-0154 is a four lane urban roadway, three span bascule bridge/deck girder over the Sheboygan River. The structure is 283.1 feet long with a clear width of 48 feet. It was constructed in 1995. The sufficiency rating is 70.8 and is considered to be functionally obsolete. The deck geometry has an NBI rating of 2. There is excessive corrosion and damage to the girders, diaphragms, and beams. The concrete diaphragms are spalling with cracks. There are sidewalks on the structure, but the bicycles/pedestrian facilities are not part of the regional system.

**Proposed Improvement - Nature of work:** The proposed improvement will be a recondition of the mechanical portions of this lift bridge. The project will also include repair and paint the steel supports. Including the concrete approaches the total project length is 323 feet. The bridge railing and lighting upgrades will not be addressed. No right of way acquisition is needed to accommodate the improvements. The roadway will be closed during construction and traffic detoured.

**Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. 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.

The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project construction costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging. Design and Real Estate is funded 100% by the Municipality.

This project is currently scheduled in State Fiscal Year 2016 In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge Program Improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
<b>ID 4996-19-00</b>					
State Review	\$17,523	\$0	0%	\$17,523	100%
<b>ID 4996-19-71</b>					
<b>Category 010 - Structure</b>					
Participating Construction	\$3,222,628	\$2,578,102	80%	\$644,526	20%
State Review	\$129,000	\$103,200	80%	\$25,800	20%
Non-Participating Construction	\$0	\$0	0%	\$0	100%
<b>Total Est. Cost Distribution</b>	<b>\$3,369,161</b>	<b>\$2,681,302</b>	<b>N/A</b>	<b>\$687,849</b>	<b>N/A</b>

Project ID 4996-19-71 has a federal funding cap of \$2,681,302

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 Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality 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 or state funding.
3. The Municipality, 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 municipality 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 Municipality 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 Municipality 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 Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
  - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
  - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
  - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Local Bridge program. Federal /State financing 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. Construction Management Consultant and State Review Services.
5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State 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 Municipality will be responsible for any withdrawn costs associated with the ineligible work.

**MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the 2013-2018 Local Bridge program improvement project to be financed entirely by the Municipality 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 municipality 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.
  - h. Preliminary Engineering and design.
  - i. Design Management Consultant and State Review Services.
  - j. Real estate for the improvement.
8. For bridge rehabilitation projects, TRANS 213 (2)(b) calls for an independent engineering study at the Municipality's expense, which demonstrates the following conditions would be met:
- a. The rehabilitation would be cost effective,
  - b. It would extend the life of the bridge by at least ten years, and
  - c. It could correct all deficiencies

Per Department policy, the independent engineering study must also demonstrate that alternatives have been developed and reviewed to determine the appropriate scope of the proposed improvement.

9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. 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 Municipality unless such exception is granted.
11. Work to be performed by the Municipality without Federal/State 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 Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality 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.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, 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 Municipality.
15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality 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.

18. It is further agreed by the Municipality that:

- a. The Municipality 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 Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality 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 Municipality 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 Municipality 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 Municipality, 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:**

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality'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 Municipality 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 Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality 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 Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. **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.
22. **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.
23. **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**

24. The Municipality agrees to the following 2013-2018 Local Bridge Program project funding conditions:
  - a. ID 4996-19-00: Design is funded with 100% by the Municipality. 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% by the Municipality.
  - b. Real Estate is funded 100% by the Municipality. This phase includes real estate acquisition services, Management Consultant Review and State Review. Costs for the real estate acquisition is 100% the responsibility of the Municipality.
  - c. ID 4996-19-71: Construction:
    - i. Costs for approaches and structure construction are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d.)
    - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.
  - d. **Project Cap:** Project ID 4996-19-71 has a federal funding cap of \$2,681,302. This federal funding cap applies to all federally funded project phases.

III

4.7

Res. No. 156 - 15 - 16. By Alderperson Belanger. March 7, 2016.

A RESOLUTION to declare the second Saturday in May, International Migratory Bird Day.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities,

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring,

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide,

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes,

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WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations,

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WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun,

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Pub. Wks.

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

RESOLVED: That the City of Sheboygan declares the second Saturday in May, International Migratory Bird Day.

  
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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

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Bonnell Industries Inc., Dixon, IL, for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option for the replacement of (4) tandem axle dump trucks currently used in leaf collection operations.

WHEREAS: the Department of Public Works converted these (4) tandem axle dump trucks from front loading to rear loading in 2012 with the purchase of (4) trailer vacuum mounted leaf collectors. These leaf collectors will be sold as they have value and can be reused.

WHEREAS: the Department of Public Works has determined that it would be more cost effective to purchase (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option and use existing single-axle dump trucks to pull these wagons. This option results in significant overall savings and uses existing equipment within the fleet.

WHEREAS: the Department of Public Works is respectfully requesting to wave the competitive bids for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option as Bonnell Industries, Inc. is the only manufacturer that allows the passenger side pick-up option. DPW staffs visited Woodstock, IL, to personally view this equipment in action and were extremely impressed.

RESOLVED: that the appropriate City Officials are hereby authorized to waive the competitive bid requirements and enter into contract with Bonnell Industries Inc., Dixon, IL, for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option for the replacement of (4) tandem axle dump trucks currently used in leaf collection operations with costs of approximately \$191,187 to come from the Motor Vehicle Replacement Fund Account Number 70136100-641200.

**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

Submitting an equipment purchase proposal for new leaf collection equipment for the Dept. of Public Works. In 2012, the Department of Public Works purchased (4) trailer mounted vacuum leaf loaders in an attempt to reconfigure our existing front mounted leaf collection trucks. This new equipment at the time continued to use four tandem axle dump trucks by using trailer mounted vacuum leaf loaders pulled behind the trucks.

These four tandem axle dump trucks have reached the end of their life expectancy. In addition, these four vehicles are used for leaf collection operations only. If we would continue to use the trailer mounted vacuum leaf loaders, we would need to purchase new tandem axle dump trucks for this operation at a cost of over \$200,000 each.

In reviewing our leaf collection operation, we researched other equipment options and have determined that it would be more cost effective to purchase three trailer mounted vacuum leaf wagons to be pulled by existing single axle dump trucks. This system collects the leaves within the wagon itself and not loaded into the dump box of the dump trucks. Below is a summary of the cost of the new equipment as well as savings from selling the existing equipment summarizing the total overall savings to the proposal.

Leaf Wagon Proposal

Purchase (3) Spartan Leaf Pro Plus Wagons	\$191,187
Sell (4) 2012 ODB LCT650 leaf trailers	-\$60,000
Sell (6) 1995 Ford dump trucks	-\$18,000
Sell/scrap (4) custom leaf boxes	-\$1,000
 Total Cost	 \$112,187

OR

Purchase (2) tandem axle dump trucks	\$438,700
Fabricate (4) custom leaf boxes	\$12,000
 Total Cost	 \$450,700
 Total Savings	 \$338,513

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Bonnell Industries Inc., Dixon, IL, for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option for the replacement of (4) tandem axle dump trucks currently used in leaf collection operations.

WHEREAS: the Department of Public Works converted these (4) tandem axle dump trucks from front loading to rear loading in 2012 with the purchase of (4) trailer vacuum mounted leaf collectors. These leaf collectors will be sold as they have value and can be reused.

WHEREAS: the Department of Public Works has determined that it would be more cost effective to purchase (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option and use existing single-axle dump trucks to pull these wagons. This option results in significant overall savings and uses existing equipment within the fleet.

WHEREAS: the Department of Public Works is respectfully requesting to wave the competitive bids for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option as Bonnell Industries, Inc. is the only manufacturer that allows the passenger side pick-up option. DPW staffs visited Woodstock, IL, to personally view this equipment in action and were extremely impressed.

RESOLVED: that the appropriate City Officials are hereby authorized to waive the competitive bid requirements and enter into contract with Bonnell Industries Inc., Dixon, IL, for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option for the replacement of (4) tandem axle dump trucks currently used in leaf collection operations with costs of approximately \$191,187 to come from the Motor Vehicle Replacement Fund Account Number 70136100-641200.

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

Submitting an equipment purchase proposal for new leaf collection equipment for the Dept. of Public Works. In 2012, the Department of Public Works purchased (4) trailer mounted vacuum leaf loaders in an attempt to reconfigure our existing front mounted leaf collection trucks. This new equipment at the time continued to use four tandem axle dump trucks by using trailer mounted vacuum leaf loaders pulled behind the trucks.

These four tandem axle dump trucks have reached the end of their life expectancy. In addition, these four vehicles are used for leaf collection operations only. If we would continue to use the trailer mounted vacuum leaf loaders, we would need to purchase new tandem axle dump trucks for this operation at a cost of over \$200,000 each.

In reviewing our leaf collection operation, we researched other equipment options and have determined that it would be more cost effective to purchase three trailer mounted vacuum leaf wagons to be pulled by existing single axle dump trucks. This system collects the leaves within the wagon itself and not loaded into the dump box of the dump trucks. Below is a summary of the cost of the new equipment as well as savings from selling the existing equipment summarizing the total overall savings to the proposal.

#### Leaf Wagon Proposal

Purchase (3) Spartan Leaf Pro Plus Wagons	\$191,187
Sell (4) 2012 ODB LCT650 leaf trailers	-\$60,000
Sell (6) 1995 Ford dump trucks	-\$18,000
Sell/scrap (4) custom leaf boxes	-\$1,000
Total Cost	\$112,187

OR

Purchase (2) tandem axle dump trucks	\$438,700
Fabricate (4) custom leaf boxes	\$12,000
Total Cost	\$450,700
Total Savings	\$338,513



1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

Order Number: 0103962  
 Order Date: 11/10/2015

Bill To: 4590248  
 CITY OF SHEBOYGAN  
 2026 NEW JERSEY AVE.  
 ATTN RICK NEY  
 CEL # 920-980-3676  
 SHEBOYGAN, WI 53081

Ship To:  
 CITY OF SHEBOYGAN  
 2026 NEW JERSEY AVE.  
 ATTN RICK NEY  
 CEL # 920-980-3676  
 SHEBOYGAN, WI 53081

Phone:  
 Fax:

Phone: (920) 459-0248

Fax:

Confirm To: RICK NEY

Comment: BUILD TIME IS 120 DAYS ARO

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
BUDGET QUOTE	CALL CUSTOMER	DIXON, IL	Net 30 Days	12/31/5999

Ordered	Unit	Item Number	Price	Amount
1.0000	EACH	LEAF VACUUM SEE BELOW FOR DETAILS BASE PRICE, OPTIONS BELOW TYPE- SPARTAN (INCLUDES CONTAINMENT) PASSENGER SIDE PICKUP 25 YARD CONTAINMENT BOX ENGINE- 99 HORSEPOWER KUBOTA FUEL TANK- 35 GALLON ALUMINUM COUPLER- NACD CLUTCH FAN- 30" DIAMETER X 12.5" WIDE PICKUP NOZZLE- UNDER CARRIAGE ARM CONTROL- HYDRAULIC (THREE AXIS CONTROL) TYPE OF CONTROLS- SOLENOID VALVE CONTROLS - SOLENOID VALVE CONTROLS STANDARD RIDE ON SEAT TRAILER JACK- MANUAL WITH FOOT. NO DUST CONTROL KIT YELLOW FLASHERS INSTALLED  MODEL: SPARTAN LEAF PRO PLUS	0.00	0.00
1.0000	EACH	*40000 SPARTAN 15 YARD BASE PRICE	48,100.00	48,100.00
1.0000	EACH	*40111 -25 YARD CONTAINMENT BOX IN LIEU OF 15 YARD	2,080.00	2,080.00
1.0000	EACH	*40201 99 HP KUBOTA V3800T ENGINE	2,403.00	2,403.00
1.0000	EACH	*40712 YELLOW FLASHERS INSTALLED	335.00	335.00
1.0000	EACH	*40902 SOLENOID VALVE FOR HYDRAULIC ARM CONTROL	10,811.00	10,811.00



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Comment: BUILD TIME IS 120 DAYS ARO

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
BUDGET QUOTE	CALL CUSTOMER	DIXON, IL	Net 30 Days	12/31/5999

Ordered	Unit	Item Number	Price	Amount
	EACH	-	0.00	0.00

OPTION

99 HP. JONH DEERE ILO 99 HP. KUBOTA---ADD---\$2790.00--(PRICING AT THIS TIME)

NOTE: THE ENGINE MANUFACTURERS & ELECTRONICS MANUFACTURES CHANGE THEIR PRICES THE FIRST OF THE YEAR---(THIS QUOTE IS AT TODAY'S PRICES)

15% RESTOCKING FEE ON RETURNED ITEMS  
NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS

SUBMITTED BY: \_\_\_\_\_

0001 Bonnell Industries

DF

Net Order:	63,729.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Quote Total:</b>	<b>63,729.00</b>

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.  
NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.  
NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE  
NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.  
ACCEPTED BY: \_\_\_\_\_  
\*\*BILL TO: \_\_\_\_\_  
PO Number: \_\_\_\_\_  
DATE ACCEPTED: \_\_\_\_\_  
CHASSIS ARRIVAL DATE: \_\_\_\_\_

VIN# \_\_\_\_\_  
MAKE: \_\_\_\_\_  
MODEL: \_\_\_\_\_  
W.B. \_\_\_\_\_ C.A.: \_\_\_\_\_  
TRANS MODEL: \_\_\_\_\_  
ENGINE: \_\_\_\_\_  
PAINT CODE: \_\_\_\_\_  
\*\*CHANGES MAY CAUSE DELAYS AND FEES.



# SELF-CONTAINED LEAF VACUUM



## FEATURES

- » Safety interlock system on intake nozzle
- » 30" balanced fan
- » 84 - 99 HP Diesel-powered Engine from Kubota® or John Deere®
- » 20 - 30 Yd collection body with full tailgate
- » 16" diameter pickup hose with 3-function hydraulically controlled pickup arm.
- » Optional manual or electric hydraulic valve controls
- » Optional Ride-on seat
- » 35- to 75-gallon fuel tank
- » 14,000-pound 3" adjustable pintle eye with safety chains
- » Standard dual hydraulic jack
- » DOT-compliant lighting and markings
- » 12-volt battery with electrical system
- » Optional 100-gallon dust control system with one pump & three nozzles
- » 12,000-pound axles with electric trailer brakes

## Spartan Leaf Pro Plus

The New Spartan Leaf Pro Plus self-contained vacuum collector with hydraulic valve controls will make quick work of any cleanup job. Designed to the highest standards, the Spartan Leaf Pro Plus reduces operator fatigue, increases efficiency and carries on our commitment to quality, service and customer satisfaction.

## Standard Features

The Spartan Leaf Pro Plus sports a pull-behind design and comes equipped with two 12,000-pound axles with trailer brakes.

### The many standard features include:

- 16" diameter pickup hose and discharge nozzle
- 99 hp engine
- 50-gallon fuel tank
- Hydraulic jack
- DOT-compliant lighting and markings

## Bolt-On Options

Our engineers also have designed options for the Spartan Leaf Pro Plus that are "bolt-on," making it easy and affordable to add options at any time. (See back page for a full list of options)

## Unique Collection Box



The unique leaf containment body features a tapered design with radiused corners, along with a packer steel door. This assists in the leaf dumping process, eliminating hangups of tightly packed leaves.

## Safety First

When you purchase the Spartan Leaf Pro Plus self-contained vacuum collector, you can rest assured you are getting the highest in quality and safety, which have become synonymous with Titan Leaf Solutions. The Spartan Pro Plus comes with a Certificate of Origin, DOT-compliant lighting and markings, trailer brakes, safety interlock system and battery protector. Our fabricated fluid tanks have been tested and inspected in DOT-certified facilities, and our trailers are certified by the National Association of Trailer Manufacturers (NATM). When the nozzle is stored, the Spartan Leaf Pro Plus vacuum is within the DOT's legal towing width.

When the cold winds of fall begin blowing and the colorful leaves have turned into a cleanup chore, choose the Spartan Leaf Pro Plus to make quick, efficient work of your task.

Call us toll-free at **800-851-9664** for additional information and to set up your free demonstration.

[www.titanleafpro.com](http://www.titanleafpro.com)

# Spartan Leaf Pro Plus Self-Contained Leaf Vacuum

## Specifications

Weight, 25 Yd. Base Model	15000 LBS	Battery	12 Volt, 1190 AMP, 950 CCA
Capacity	20 Yd., 25 Yd., 30 Yd.	Axles	12,000 LB with Electric Brakes
Fuel Tank, Aluminum	50 U.S. Gallons	Tires	ST23580R16, Load Range E
Hydraulic Tank Only (if equipped)	15 U.S. Gallons	Fan	30" diameter Std
Dust Control System (if equipped)	100 U.S. Gallons	Jack	Twin hydraulic
Engine, Kubota V3800	99.2 HP @2600 RPM	Hoist	Omaha Standard 625 DH Double Acting Scissor

## Bolt-On Options

- |   |  |   |
|---|--|---|
| 1. 35 - 75 U.S. gallon fuel tank                        | 4. Directional light bar / l.e.d. flashers     | 8. Wireless control box                   |
| 2. Left-side collection nozzle (right side is standard) | 5. Proportional controls for collection nozzle | 9. Direct wired control into cab of truck |
| 3. Dual hydraulic jack                                  | 6. Ride-on seat                                | 10. Closed-circuit camera system          |
|   | 7. Wire pendent for walk-beside control        | (Option 7 - 10 not shown below)           |



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