

*****ATTACHMENTS*****

III

54

Res. No. 153 - 14 - 15. By Alderperson Heidemann. February 16, 2015.

A RESOLUTION authorizing advertising for bids for the line striping of the rotary traffic circle located at the intersection of S. 8th Street and Indiana Avenue.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the line striping of the rotary traffic circle located at the intersection of S. 8th Street and Indiana Avenue 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.

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

5.5

Res. No. 154 - 14 - 15. By Alderperson Heidemann. February 16, 2015.

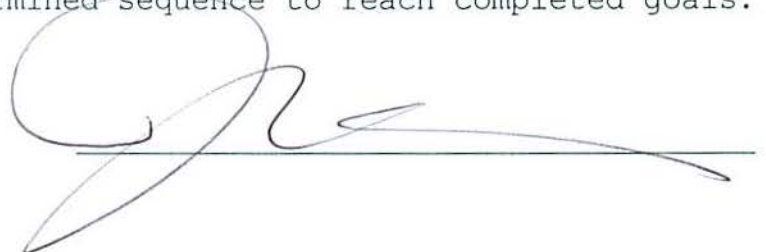
A RESOLUTION requesting the acceptance of a Conservancy Master Plan for Park property owned by the City of Sheboygan, located at the intersection of Rangeline Road and CR J, known as the Bur Oak Property.

WHEREAS; the property was donated in 2005 to the City of Sheboygan for the purpose that the development will complement and extend the mission of Maywood.

WHEREAS; a partnership was formed between Maywood, City of Sheboygan and Glacial Lakes Conservancy to determine the program objective for the site.

WHEREAS; Maywood and Glacial Lakes Conservancy have accepted the attached Conservancy Master Plan for the Bur Oak Property.

RESOLVED: That the appropriate City officials are hereby authorized to accept this Master Plan as a comprehensive working document from which site development can proceed in a predetermined sequence to reach completed goals.



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

Conservancy Master Plan

E. H. May Environmental Park

Property Stewardship and Enhancement Committee

Bur Oak Conservancy and Outdoor Laboratory

David R. Kuckuk

January 21, 2014

TABLE OF CONTENTS

INTRODUCTION 2

BUR OAK VEGETATION 4

VEGETATION MANAGEMENT 5

TRAILS 8

SIGNAGE 13

EDUCATION AND RESEARCH 17

PARKING AND VEHICLE ACCESS..... 19

MAINTENANCE PROJECTS 21

INTERPRETIVE INFORMATION AND LITERATURE 24

FUTURE FACILITY CONSIDERATIONS 26

RESEARCH PROJECT SUGGESTIONS..... 28

ANNUAL MONITORING..... 30

CHECKLIST OF FUTURE CONSIDERATIONS..... 31

INTRODUCTION

This Bur Oak Conservancy and Outdoor Laboratory master plan outlines recommendations for the use and development of the Bur Oak property in such a way as its development complements and extends the mission of Maywood. It is intended to be a comprehensive working document from which site development can proceed in a predetermined sequence to reach completed goals spelled out in a site plan. A site plan consists of the following four steps:

- Step 1: Conduct a survey
- Step 2: Analyze site's suitability
- Step 3: Select alternative designs
- Step 4: Prepare the site plan

Parts of steps 1 and 2 have been conducted by Maywood Staff, Property Stewardship and Enhancement Committee (PSEC) members, interns, and the Glacial Lakes Conservancy, which will enable some work to begin immediately. However, the vegetation survey, as an example, is incomplete and some site plan details will rely on the completion of the vegetation survey prior to work commencement.

STEP 1 – CONDUCT A SURVEY

Upon being deeded to the City of Sheboygan in 2005, Glacial Lakes Conservancy conducted a site assessment of the 35-acre parcel to establish a baseline from which annual monitoring will insure that development and use of the property are within the requirements of conservancy land. As a result, the *Garton Conservation Easement* was created in 2006 documenting many of the property's natural and human-made features, specifications and legal description, and set monitoring data points for annual reference.

To assist in the process, two UW-Stevens Point students, hired through Maywood, conducted a vegetation survey in the summer of 2005. Using 24 quadrants of the property, a cursory vegetation survey was created. Since the survey was done only once in summer, it serves as a good starting point, but additional seasons should be surveyed to establish a complete picture of all plants at Bur Oak. The vegetation survey is one element necessary in identifying the exact location for trails, education/research stations, and any enhancements to the property.

The above mentioned partners (i.e. Maywood, City of Sheboygan, and Glacial Lakes Conservancy) should determine the program objectives for the site. The objectives will clarify the anticipated frequency and size of visiting groups, the types of uses deemed appropriate, and any property restrictions due to seasonal changes/hazards, flora/fauna sensitivity, and research project sensitivity. The objectives identified will determine the extent of development necessary to accommodate groups, satisfy education/research project needs, and maintenance equipment requirements. To date, the primary objectives of the site are for environmental education and research. A secondary use is passive recreation (e.g. birding and interpretive walks). Features that support these activities will be examined in another chapter.

As part of the survey process, it will be important to identify the seasonally wet areas and the movement of water through the property. Some areas may need drainage improvements. The pine plantation along Rangeline Road, which often has standing water among the trees, indicates that the drainage is no longer functioning the way it did at the time the trees were planted.

The *Garton Conservation Easement* as prepared by Glacial Lakes Conservancy (GLC) documents many of the property's natural features through soil surveys, topographic maps, baseline photos, aerial photos, and orthophotos. Therefore, a good amount of the groundwork has been completed. It is suggested that work on creating a complete vegetation survey continue, drainage issues be identified, and program objectives outlined. Preliminary recommendations for trail locations, including trail surface recommendations, will be included in this document, but are subject to change based on the results of the three areas needing completion listed in above.

STEP 2 – ANALYZE SITE SUITABILITY

With the exception of identifying the drainage issues listed in step 1, the survey information included in the baseline documentation of the *Garton Conservation Easement* (GCE) has all of the information needed to determine the suitability of the site. Given the use/development restrictions documented in the GCE, program objectives identified by PSEC, and budgetary limitations of the Environmental Park Trust and the City of Sheboygan to maintain the property, development will be kept to a minimum compared to Maywood, the property steward of Bur Oak.

STEP 3 – SELECT ALTERNATIVE DESIGNS

This step is usually essential to acquire as much community “buy-in” and meet the desires and concerns of the community. However, as a satellite parcel to Maywood, with the purpose of furthering its mission, alternative designs will be up to PSEC.

STEP 4 – PREPARE THE SITE PLAN

What follows in subsequent sections of this master plan is meant to be fluid, changing with new discoveries about the property, new educational objectives, and new research opportunities. Hopefully, it will serve both as a springboard to the development of a detailed Bur Oak site plan and also as a reference point to maintain the original vision and purpose of Bur Oak. It is also hoped that this document will serve as a small measure of gratitude and appreciation shared among all involved in this project for the generosity and environmental compassion of the Garton family.

BUR OAK VEGETATION

Bur Oak has several plant communities represented. As defined by John T. Curtis in *Vegetation of Wisconsin*, they include the following: “southern mesic forest, southern lowland forest, and southern weed community.” Also present, but not designated as a specific community by Curtis is the pine plantation.

Each of the Curtis plant communities has dominant species which determine the community classification. However, the southern weed community is a result of abandoned farming, allowing the fallow field to become reclaimed by whatever seeds happened upon the land. The young pine trees are evidence of the succession taking place as seeds from the pine plantation have taken root among the many weed species.

Curtis also lists associated plants that could be expected with each community, but will vary among specific sites based on slight combination variations of soil type, topography, density of dominant species, and other natural and human influenced environmental impacts. Based on these correlations of dominant and associated plant species, as part of future vegetation surveys, it is recommended that surveyors keep a list of less common to rare plants for each community so their infrequent presence is not overlooked.

Because of its diversity of plant communities, changes in topography, proximity to the Pigeon River, vernal and permanent ponds, and range of tree ages/size classes, it is anticipated that the property should also be rich in wildlife species. In the Research Project Suggestion section of this document, a wildlife survey and potential species are listed for future study.

Listed in the *Garton Conservation Easement* is a 2005 vegetation survey conducted by two UW-Stevens Point interns. The survey is a useful start and its use of 24 quadrants may be the best method for additional surveys. The 2005 survey was conducted once in the summer. Therefore many of those plants more obvious in other seasons were missed. There are also some entries that appear questionable, and any additional surveys would help confirm this initial survey. As future surveys are conducted, it is highly recommended that a standardized procedure and recording method be used, regardless of who conducts the survey.

The *Garton Conservation Easement* has been assembled in a 3-ring binder and contains the “2005 Bur Oak Vegetation Survey”. The binder format conveniently allows for future surveys to be inserted, thereby complementing and validating any information collected previously.

VEGETATION MANAGEMENT

The “2005 Bur Oak Vegetation Survey” will be helpful in determining some aspects of vegetation management. However, some very obvious issues are present and should be addressed immediately, even without a complete vegetation survey. At some point, a vegetation management plan may be necessary to insure that the composition and health of the property’s vegetation continues to provide benefit to wildlife, educational objectives, and research potential. A vegetation management plan will detail all of the proposed aspects of vegetation management, prioritize the projects, and provide information relative to budget, treatment options and methods, benefits, follow up projects, and regular monitoring. A vegetation management plan would also recommend plantings to out compete invasive plants, replace existing artificial plantings (i.e. pine plantation), increase natural diversity and wildlife habitat, and maximize the associated plant species of each plant community as identified by John T. Curtis in *Vegetation of Wisconsin*.

This section of the site plan provides vegetation management recommendations that are essential for the next steps in the development of Bur Oak. Some work has been started in the past two to three years, but time and work crews were intermittent making the previous efforts barely noticeable. Based on this, it is recommended that any vegetation management continue with the projects that were previously started and continue to focus on just one or two projects at a time, moving on to other projects only after initial projects have been completed. With that in mind, it is important that the scope of each project be broken into manageable units. Each work session can use these units as goals to budget time, provide progress reference, and create an orderly progression of each project.

Pine stand thinning and honeysuckle removal are two projects that have been initiated. Both require the removal and disposal of plants. Described below are two different methods for managing these species.

Pine Plantation – The L-shaped pine plantation runs parallel to both the west and north property boundaries. The plantation consists of 30 year old white pines. As often happens, tree plantings unintentionally become monocultures, planted in straight rows, with just one planting and therefore one size class. With pine plantations, it often is the intent to plant fairly close with periodic thinning, thereby maximizing the density of cover while maintaining the health of the trees. In this case, the trees have not been thinned in many years. The result in dense pine plantations is self-pruning, where lower branches die off due to a lack of sunlight. Pines can survive with only the top 1/3 of their branches, but this particular plantation is even too dense for some trees to maintain that amount of growth.

Initially, as possible trail locations were being considered, some dead trees were removed, eliminating potential hazards, and opening trail routes that reduced the need to remove live trees. Some wildlife species depend on dead trees for their homes and food source. However, there is a more than adequate supply of dead trees to selectively leave for this purpose.

The recommendation in this case is to begin in the northwest corner and measure linear distances of 100’ to the east and south. These distances will serve as the thinning plots, removing everything marked between the boundary line and the interior edge of the plantation. Each tree to be removed

should be marked with bright spray paint. The decision to remove a tree is based on its health, its potential hazard, its detriment to surrounding trees, and its potential benefit to wildlife. Since the forest is to be used for education and research, techniques used in the pulp and lumber industry of logging every other row of trees or clear cutting, rather than by individual value of each tree, should be avoided.

Prior to beginning any work, a plan is needed as to how each tree will be handled once on the ground. Will the trees be used in some fashion on the property? How will the trees be moved? What will be done with the limbs? All of these questions should be addressed along with the inaccessibility of equipment on the site.

The Wisconsin Conservation Corps (WCC) has been resurrected in the past few years and may be a viable option to tackle a thinning project. The reformatted WCC program requires the work site to pay the wages for each week the crew is on site. Crews would arrive with the training and equipment necessary to do the cutting portion of this project and therefore would be recommended over volunteers. Project dates and duration are at the discretion of Maywood oversight and what fits best with the worksite. Typical WCC crews consist of six people each working a 40-hour work week. As part of their work assignment, they may also be able to use the harvested logs to fashion other features for the site (i.e. kestrel nest box poles, access barricades, trail posts, fencing, boardwalk stringers, stairs, short bridges, etc.). However, it is recommended that these projects be discussed in advance with WCC leadership to determine the level of their capability and investigate any existing plan specifications that they might already have on file.

Part of planning for pine plantation thinning is to investigate the drainage issues throughout the plantation. Identifying and resolving the limited drainage will be vital for thinning and eventual trail construction. A detailed topographic map, which is not documented in the *Garton Conservation Easement*, is an essential starting point to be able to plan a proposed drainage route, or investigate an old route that needs attention. Once a drainage route is established, it will be necessary to check for any obstructions that might develop, at least with the annual monitoring, if not more frequently.

Invasive Species Removal – Currently the area with the most noticeable crop of invasive plant species is in the meadow, centrally located on the property. Natural succession is transforming the meadow into a forest, primarily with ash and pine species. However, in recent years invasive honeysuckle, primarily, and buckthorn have exploded. The invasion of these two shrubs will crowd and shade out many native species of trees and shrubs that provide much better food and cover for wildlife.

Like the thinning of the pine plantation, it is best to mark off manageable sections to focus the removal efforts and in order to see visible progress at the end of the day. The question of handling cut or pulled plants may be resolved by temporarily making habitat brush piles for wildlife. However, it is likely that there will be far more material than what is needed for a reasonable number of brush piles. In that case, it might be best to arrange for a winter burn of the brush piles when there is a good amount of snow on the ground and little chance of the fire getting away.

Removal of the shrubs should be done in two ways. In both cases, it is best to begin early in the season before the plant goes to seed. In the spring, when the ground is moist, it is a good time to hand pull smaller plants with diameters less than ½". Maywood has weed wrenches that can facilitate this hand pulling process, but it is best to work in teams of two people simply because the weed wrenches are heavy and it is much easier for two people to carry them from plant to plant. Although the weed wrenches might work for shrubs larger than ½" diameter, the multi-stemmed nature of these two shrubs often makes it difficult to use the weed wrench. In this case, plants could be pulled using a chain and ATV or other small utility vehicle. Regardless of how the plant is pulled, once removed, the ground should be tamped back into place to prevent invasives from quickly becoming established at that location. Disturbed soil is often the location from which invasive species invasions begin.

Once the ground is too hard for pulling or the shrubs are too large, cutting and chemically treating the stumps is the preferred method. Herbicides painted onto the stumps are an effective control measure. Glyphosate (e.g., RoundUp Pro, Touchdown, Rodeo [for use near waterways]), triclopyr (e.g., Garlon 4, Ortho Brush-B-Gon), and 2,4-D with triclopyr (e.g., Crossbow) are readily available and can provide excellent control when used properly. Dyes can be added to herbicide solutions to help identify treated areas. The DNR has a great assortment of brochures and information about treating invasive species.

Again, this may be another project for a WCC crew mentioned previously. However, Maywood has been getting good response from local corporations and civic groups to help with volunteer projects. Given that this project does not have the same level of danger as tree thinning; money could be saved for other projects if volunteers tackled the removal of honeysuckle and buckthorn.

Subsequent Vegetation Management Projects – After the above projects are nearing completion, other projects could be investigated and planned. Removing problematic trees on other parts of the property, monitoring and removing invasive species from other areas of Bur Oak, inventorying the meadow area prior to creating a planting or management plan for that location, and pruning and removing damaged limbs on the property's namesake bur oak tree are just a few. Undoubtedly, once projects are underway, new vegetation management issues will be discovered. In all cases, vegetation management efforts should be focused on maintaining diversity rich communities of native vegetation which forms the basis of a healthy ecosystem and a sanctuary for wildlife.

TRAILS

As per previous discussions in the Property Stewardship and Enhancement Committee (PSEC), Bur Oak will have regulated access so focus can be given to program objectives for education, research, and passive recreation. In this case, trails could simply remain as natural ground coverings without the need for mulching, chipping, graveling, or asphaltting. In certain areas, raised boardwalks may be necessary to protect the delicate forest floor covering. In other areas, seasonally wet or flooded conditions may make trail use impassible for periods. Building wide boardwalks or covering trail surfaces with materials to facilitate foot travel would only lead to the necessity for frequent and repeated maintenance work. Even trail posts in the flood plain areas would likely result in unnecessary routine maintenance.

The trails through Bur Oak will be designed and adjusted as needed to the program objectives established. However, meandering and narrow trails that connect specific educational and research locations has been determined as the best fit for the property.

Bur Oak has several possibilities for interesting trails. Although most locations are relatively level, there are drainage issues that will pose some challenges. Minimizing installation costs and future maintenance expense is paramount. As discussed in the Vegetation Management section, improving drainage patterns will be vital prior to trail construction. However, as is often characteristic of a mesic beech forest, soils can be moist to saturated. Drainage from development surrounding the property may also contribute to the wet soil and vernal ponds found within the beech forest. The resulting ephemeral wetness has created a rich soil that produces a perennial abundance of wildflowers. This condition also supports blue spotted salamanders, which have been found in and around the vernal ponds. Salamanders, because of their great sensitivity to environmental change, have been recognized as a biological indicator of a higher quality habitat. Because of the delicate nature of this portion of the property, elevated boardwalks may be necessary to protect the flora and fauna and contain foot traffic.

The pine plantation also has seasonally saturated conditions. Given the species of conifers growing in the plantation and the typical soil moisture conditions associated, it appears that a drainage pattern has been blocked or altered, or drainage from neighboring developments with increased impervious surfaces has been directed into Bur Oak. Once corrected, the seasonally wet conditions in this area should be far less severe.

Trail Layout – A looped trail network through the property is proposed with an outer perimeter loop, an inner loop, and a wetland or floodplain loop. Each loop will likely have spurs to specific points of interest, education stations, or research stations. All loops will have connection points so that distances can be shortened or lengthened as needed. The map shows the various proposed trail routes and spurs, and has some key features identified that the trail incorporates.

It is suggested that trails be phased in as money and need require. The perimeter loop should be in the first phase, as spurs and other loops are dependent on its existence. Regardless of when a trail is installed, all trail placements should consider the following:

- Natural features
- Geologic features
- Topographical changes
- Human made features
- Proximity to undesirable features
- Hazards
- Education/Interpretive value
- Vistas
- Maintenance issues

Natural features are those natural elements that either should be showcased or protected. As an example, the property namesake, Bur Oak, is a natural feature that will be a trail destination. In other areas where delicate or rare wildflowers exist, trails should avoid these locations or use structures to keep visitors from wandering from the trail. Boardwalks, to be discussed later, are suggested in areas of the beech forest where water and wildflowers would make foot traffic difficult and damage wildflower growth.

Geologic features, such as rock outcroppings, are of lesser concern at Bur Oak. However, the property does have topographical changes that provide interest and create drainage issues. As a result, the portion of the property that is within the floodplain may be seasonally impassible. In this situation, a trail route can be identified with markers on trees or trail posts. Because of seasonal flooding, trail posts may be problematic and the trail surface may be muddy, wet, or under water. Flood conditions also mean that the trail will need inspection for downed trees, debris, and litter.

Human- made features are evident on the property. Deer feeding stations installed by the Garton family remain standing, but are in disrepair. The stations are not worthy as a destination for trail routes, even though they may provide historical interest of how the property was used. A rock fence wall on the east side does provide historical interest and is a feature that will be around forever. An adjacent "road" that may have been used as part of early farming operations, has enough interest and possible practical use that it and the rock wall will very likely become a trail destination. The lake¹ as indicated on maps from Glacial Lakes Conservancy is also a human- made structure. An equipment access lane was cut through the vegetation from Rangeline Road years ago when the lake was constructed. Preliminary trail construction efforts of late have created a trail route that surrounds the water. However, progress in the past two years has ceased and thus the trail is overgrown.

In some cases, the trail route should consider avoiding some of the undesirable features. It is suggested that a good distance be maintained from County Highway J due to the noise. Trails along the eastern border should provide ample distance from the neighboring property, and the dump site found there.

Hazards should also be avoided. A good example is the potential for flying golf balls from Town & Country Golf Course along the east border. Poison ivy does exist in the ditch along Rangeline Road. It is

¹ Lakes are differentiated by ponds in that they do not have vegetation covering the entire bottom. It is likely that given the size and depth of this body of water, it probably is accurate to label it a pond.

possible that it may also be found in other disturbed parts of the property. However, vegetation surveys to date have not indicated its presence. Stinging nettle can be found in the floodplain area. However, because of its prominence, cautionary signage may be better than attempting to find a route completely free of nettles. Hawthorns have also been found on the property. Hawthorns provide good food value to many species of wildlife. However, the thorns of these scraggly trees can do significant damage and are tough enough to easily puncture a truck tire. The abundance of hawthorns on the property should be assessed to determine if they can be thinned.

Educational and interpretive value will significantly dictate the route selected. There are many positive property features that have interest and good educational value. The beech forest is rich with these locations which will result in a very meandering trail route. The beech forest should also provide an excellent location for an accompanying interpretive brochure.

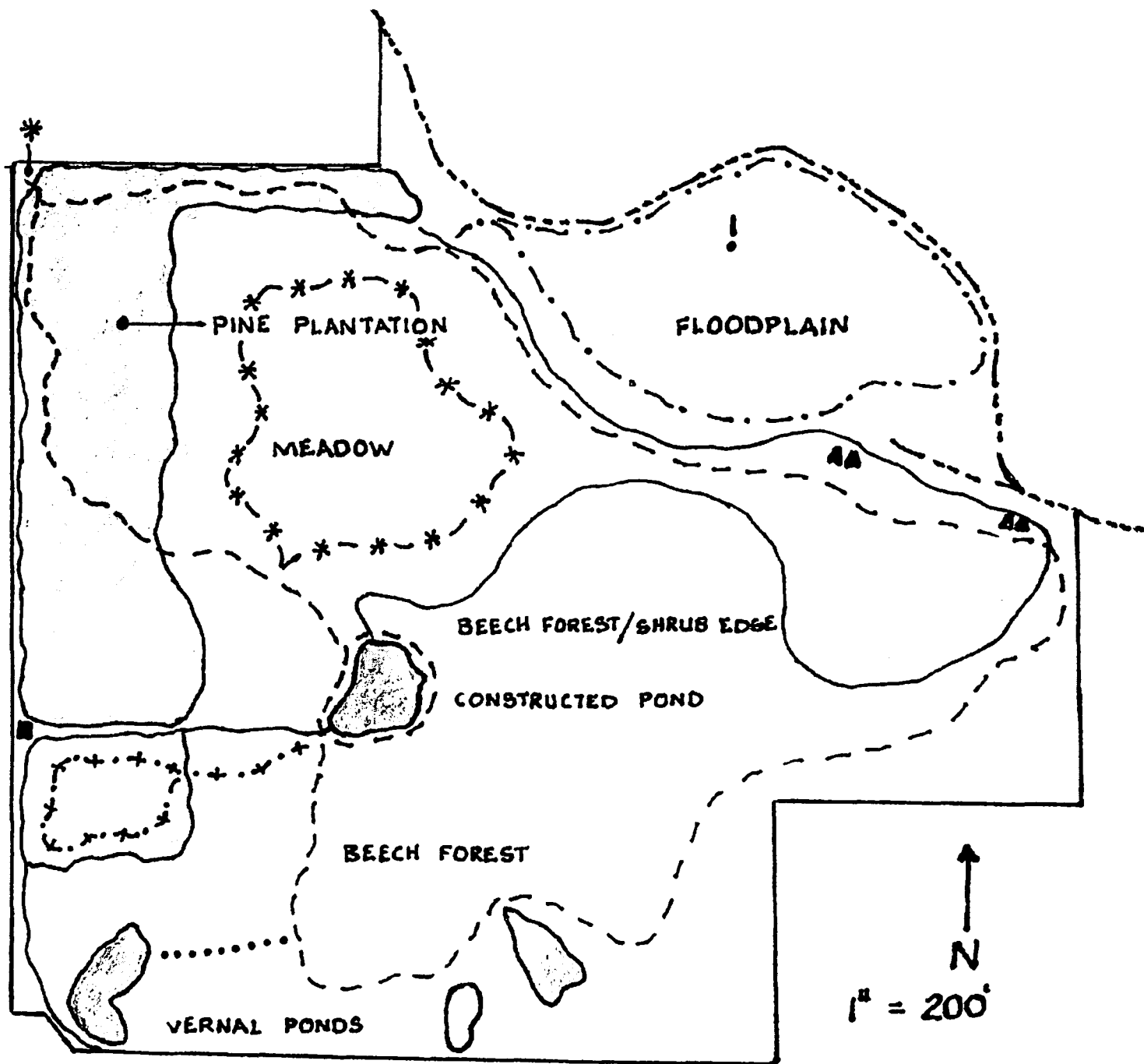
Vistas are often thought of as those viewing locations which are elevated and provide visibility over a great distance. However, vistas can also be those viewing locations which enable people to see beyond the dense vegetation surrounding them. A good example is stepping out of the dense coniferous forest, or at least occasional visibility to the meadow located in the north central part of Bur Oak. To achieve vistas as commonly recognized, the northeast location may provide opportunities to open sight lines through the dense vegetation from the higher elevation to the Pigeon River.

Maintenance issues should also be considered before committing to a trail location. It is strongly suggested that all trails be constructed without using any surface material. Hauling and laying wood chips, limestone chips, shredded bark, ground asphalt, etc. is expensive and very labor intensive. If trail use is restricted to just foot traffic by program participants, students, and researchers, erosion will be minimized and so will the need for a surface covering. Regardless of where a trail is placed, some annual cutting will be required. In the forested areas, overhanging branches and new trees attempting to take root in the trail will have to be removed. Any trails built through grass areas may require an annual mowing at least. It is hoped that with good trail markings a dirt trail will be maintained simply by foot traffic and the resulting compaction.

Trail Structures – Some trail locations will require structures like boardwalks and bridges. There are numerous types of both depending on the type of use, weight requirements, soil conditions, and height above ground. In the beech forest, elevated boardwalks are suggested to navigate the standing water and protect the delicate wildflowers. The links listed below provide good information on the construction specs and methods specific to trail boardwalks and bridges.

http://aswm.org/pdf/lib/2_boardwalk_6_26_06.pdf

<http://atfiles.org/files/pdf/Ice-Age-Trail-Structures.pdf>



- PERIMETER TRAIL
- .-.- FLOODPLAIN TRAIL
- *- MEADOW LOOP
- +.+ PLANTATION LOOP
- SPUR

- ! BUR OAK TREE
- * PARKING
- SECONDARY ACCESS
- ▲▲ FLOODPLAIN VISTA

Many good examples of bridges, surface boardwalks, raised boardwalks, and cord walks exist at Maywood, in the Kettle Moraine State Forest, and on the Ice Age Trail through Sheboygan County. Continued monitoring of standing water, especially in spring, and locations of wildflower growth will help determine the exact trail location to connect the dots of natural features intended to be showcased. Once the location has been thoroughly marked, distances and material expenses can be determined for boardwalks and bridges.

Although much of the coniferous forest needs thinning, the logs are not rot resistant and would be poor choices for boardwalks or bridges. These logs may provide trail edging through the beech forest, which identify the specified route, containing foot traffic in areas elevated above soggy conditions.

Culverts are another alternative to bridge construction for crossing depressions. An example of a possible location for culverts is in the drainage ditches flowing in and out of the pond. The steep walled ditches will require a bridge or culvert to make walking around the pond safe.

There are several locations in the beech forest where drainage from surrounding properties flows through the beech forest to the pond. A simple, inexpensive solution in traversing these small drainage ways is to use flat step stones. This solution has virtually no maintenance associated, looks natural, and makes trail route changes relatively easy.

SIGNAGE

Numerous signage considerations must be addressed to identify and control the use of the property. They include the following:

- *Property identification*
- *Entrance sign*
- *Property use description*
- *Trail markers*
- *Numbered interpretive posts*
- *Cautionary signs*
- *Commemorative plaque*

Property Identification

The property identification sign provides basic information with very limited text. Despite this sign's minimal verbiage, it can quickly provide an impression of property ownership and level of stewardship. As an example, the Maywood property identification sign located at the driveway entrance, informs passing motorists and park entrants of the park's name and stewardship authority. However, the sign's appearance of heavy wood, hand carved construction define one's first impression of the site. The colors also have thematic significance, carrying through in other park signage, letterhead, promotional materials, and more. The large size of the Maywood property identification sign also invites people to visit. Any use and access limitations to the property must be considered in the sign design to conform to the guidelines established by Maywood and Glacial Lakes Conservancy.

The property gift was with the understanding that Maywood would utilize the property to extend its mission of environmental education and stewardship. A property identification sign that ties in with the sign style used at Maywood is recommended in order to maintain an inherent connection of the two properties. The Property Stewardship and Enhancement Committee (PSEC) may want to contact the Old Oak Shop to design a sign and supports suitable for the site.

The PSEC should determine the sign's location prior to the design development. Unlike Maywood, Bur Oak's small, grass parking area does not provide the same formal entrance. Bur Oak has two exposed sides along Rangeline Road and along County Highway J, offering a range of traffic volume. Depending on the sign design, some limited clearing of trees and undergrowth may be necessary to place the sign outside of the road right-of-way.

Entrance Sign

The current entrance into the property, when arriving by vehicle, is at the property's northwest corner along Rangeline Road where a culvert allows vehicle access across the ditch. Another culvert exists along Rangeline Road approximately 500' from the Rangeline/CR J intersection. Future planning may consider this second location as an alternate access as it is more central to the property and it may be

necessary for repair work to the pond and delivery of materials to the site for boardwalk construction through the beech forest. However, for the near future, property entrance for Maywood programs, activities, and research the northwest entry point may be the best option.

The PSEC may want to consider a recessed entrance cable to the mowed parking area, one car length from the edge of Rangeline Road. This single car length access enables a person to pull off of Rangeline Road while reviewing the entrance and property use description signs and prevents cars from assembling in the parking area for unauthorized activities.

An entrance sign identifies this location as the parking area for authorized activities (i.e. passive, low impact nature based activities), which assures program participants meeting at Bur Oak they are at the right location. The entrance sign can also inform visitors that access to and activities at Bur Oak require approval.

The property use description sign combines interpretation and use restrictions. The intent is to inform people how stewardship practices are being used on the property and how the mission of Maywood connects with the Bur Oak Conservancy and Outdoor Laboratory. This sign can also list activities that are not allowed without prior Maywood authorization. The disclaimer in the previous sentence enables Maywood to establish permit systems for activities that could be authorized during specified time periods. Examples might include hunting and firewood collecting. These limited term, permit only activities could provide ways to manage the property, offset management expenses through permit fees, and/or provide volunteer labor in exchange for use permits.

Trail Markers and Numbered Interpretive Posts

Trail markers are useful in navigating the property and in directing foot traffic to key features and away from dangerous areas and features needing protection. Although numerous methods exist for marking trails, color coded trail markings are generally well accepted. Markers are usually placed on trail posts, but on Wisconsin's Ice Age Trail, where its thousand mile length would be extremely expensive to equip with regularly placed posts, plastic rectangles are nailed to trees. The strategy of leaving nail heads protruding an inch or more enables the tree to continue adding girth each year with minimal impact on the tree. Painted rectangles are also used on the Ice Age Trail, appearing on tree bark and also on rocks or boulders.

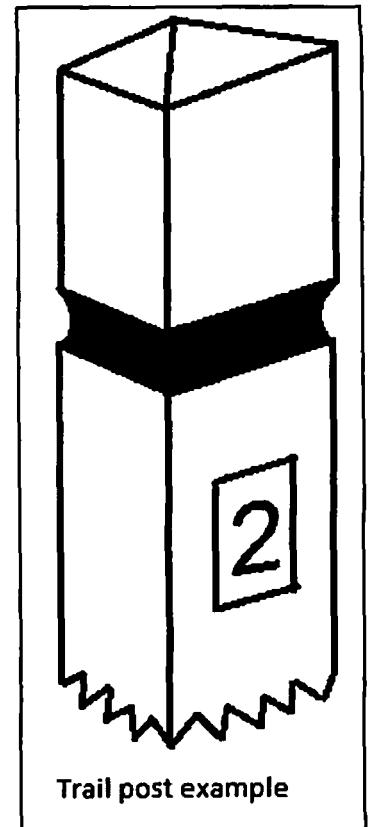
Each method has advantages and disadvantages. Painting markers on trees and rocks generally requires annual refreshing, but it is very inexpensive. Attaching weather resistant markers to vegetation can also be relatively inexpensive, but on a relatively short trail system with an emphasis on environmental stewardship, as in the case of Bur Oak, driving nails into trees seems counterintuitive.

A minimum 4"x 4" square or 4" diameter round trail post can serve a dual purpose in identifying the trail route and enabling numbered interpretive stops corresponding to seasonal interpretive brochures. Should directional arrows be needed for trail spurs, these can also be attached to the posts.

Painting a colored band on the surface of each trail post will require repainting, but frequency can vary greatly depending on exposure to weather, grade of paint, and condition of the trail post at the time of painting. One method used to extend the life of the painted band is to route a groove on all sides of the post, prime the groove, and then paint with exterior semi-gloss paint. The groove, especially when the top of each post is mitered, enhances the appearance of the post. The grooved band enables the possibility of adding reflective silica sand to the applied wet paint to make the trail markers easier to locate when conducting night hikes or after dark research.

Frequency of trail posts will depend on visibility obstructions, and anticipated trail use. A worn trail from frequent use can reduce the need for closely located posts. Since applying trail surface material is being discouraged, the initial trail layout may require trail route debris clearing and possible small stakes in between trail posts in some difficult locations. Lining the edges of trails, as in the beech forest, with thinned trees from the pine plantation may be an inexpensive way to further designate a trail location, while also providing a use for tree trunks that must be removed anyway.

Trail post locations should carefully be determined to help guide hikers as well as strategically placing them to identify unique features. A numbered system is recommended for an interpretive trail with accompanying brochure; however it is not recommended that these numbers be routed into the post. Numbers can be made from a variety of materials. Regardless of the material type, the numbers should be attached to the trail posts or attached to its own post. The interpretive information and location of stops may change from year to year, or possibly seasonally. Interpretive brochures would be available at Maywood along with other important Maywood/Bur Oak information. Brochures are easier to update than permanent interpretive signs, and offer opportunities for seasonal or themed interpretation.



Because of the moisture holding clay soils throughout the property, trail posts must be of a rot resistant material. Arsenic-free treated posts can be used, are readily available, and relatively inexpensive. However, treated posts can often be very wet, which will require significant drying time before trail bands can be painted. Care must be taken when drying to store the trail posts in an area protected from rain, and out of the sun, which can cause warping. There are still some concerns about the treatment chemicals and their negative ecological effect.

Cedar posts are also very rot resistant and eliminate any concerns about chemical impacts. Kiln-dried cedar posts eliminate the need to dry posts prior to painting bands. Cedar posts are lighter, which could also be a consideration since hauling posts on foot may be necessary. However, cedar posts are considerably more expensive. The PSE Committee will need to examine the pros and cons to determine the best fit.

Cautionary Signs

Some signs that advise hikers may be necessary and likely will be identified as the need arises. An example might be advising hikers about the limited trail maintenance and seasonally wet conditions in the floodplain along the Pigeon River. The Department of Public Works Sign Department might be able to make cautionary signs. These signs must be durable and very weather resistant.

Commemorative Plaque

A commemorative plaque should be considered to honor the Garton family and express appreciation for their generous gift of property. A permanent brass plaque mounted to a boulder would provide an attractive commemoration of the family's environmental stewardship. However, the Garton's should be consulted prior to taking action.

EDUCATION AND RESEARCH

The addition of Bur Oak Conservancy and Outdoor Laboratory to Maywood and its endeavor to promote environmental stewardship presents some new opportunities especially in the areas of education and research. Environmental education programs are nothing new to Maywood, but the additional plant communities at Bur Oak can expand the educational topics available. The plant communities similar to those at Maywood will also enable some comparative analysis.

The beech forest at Bur Oak has an excellent diversity of tree species. In the late 1980s Maywood's maple forest had representation of American beech, blue beech, ironwood, and black cherry. However, with only an initial few representatives of the above mentioned species, age and weather have reduced these species to just a few or none. Bur Oak can replace dwindled species diversity program opportunities at Maywood. In addition, the seeds and seedlings at Bur Oak could provide resources to enhance Maywood's maple forest, eventually returning it to its original splendor.

The rich, extensive flood plain at Bur Oak is unlike anything at Maywood. Annual flood waters bring new changes to this habitat each spring. Its thick summer growth of stinging nettle and seasonally saturated ground can make this area impassible at times. This habitat is the site of the property's namesake and numerous other floodplain tree species. Despite seasonal challenges, the floodplain offers many new program opportunities that are unavailable at Maywood. Inventories of plants, mammals, and birds would undoubtedly reveal a variety of program topics and research projects in this unique habitat.

There is much to be learned and taught about the successional changes happening in Bur Oak's evolving meadow. Evidence exists suggesting that this habitat was manipulated at one time. The rock wall and old service road along the upper edge of the slope that descends into the flood plain are indicative that the meadow may have been planted with crops. Since the property's donation, significant changes of tree and shrub species have emerged. Although the area's succession has inherent educational practicality, it may also provide good test plots for research and experimentation. The thick growth of honeysuckle and buckthorn, two invasive species, can provide research opportunities to better understand invasive species removal methods. Recently installed reference points have created a useful grid work enabling treatment methods to be more easily studied and documented.

Bur Oak and Maywood both have pine plantations that need to be thinned and managed. Management techniques and experiments can be greatly expanded given the additional acreage offered by Bur Oak. As thinning proceeds, research will be necessary to find viable ground cover options to prevent or compete with the invasive species that typically emerge when an area is disturbed and a forest canopy has been opened, allowing light to expedite the growth of dormant seeds.

Land and water comparisons may be very useful tools in the development of Maywood programs and in ecologically managing both sites. As an example, an initial inventory of water quality may reveal interesting data about the Pigeon River and those factors affecting its health. Another interesting research comparison would be to investigate the salamander population at Bur Oak and the possibility of salamanders in a well hidden ephemeral pond on Maywood's eastern edge.

Bur Oak Conservancy and Outdoor Laboratory

In addition to the many educational programs and research projects that could be conducted by Maywood staff and volunteers, outside groups may also want to capitalize on the myriad of environmental opportunities. Local colleges, high school science classes and environmental clubs, and environmental organizations are just a few that could benefit from Bur Oak's many attributes.

PARKING AND VEHICLE ACCESS

This section pertains to property access particularly as it relates to vehicle use. In most instances, visitors, volunteers, workers, researchers, etc. will likely be arriving by vehicle. Currently, access and parking are very limited and will need continued re-evaluation as the use and development of the property evolves. Some of the parking and vehicle access points considered now and in the future are as follows:

- *Property access points*
- *Parking locations*
- *Maintenance vehicle access*
- *Parking lot construction*
- *Parking lot amenities*
 - *Trash receptacles*
 - *Restrooms*
 - *Car stops*
 - *Secured parking lot*

The south boundary along County Highway J and west boundary along Rangeline Road are the only access possibilities without crossing private property or traveling by water. County Highway J has a wide shoulder and reasonable slope from the road into the property. However, traffic volume is sufficient to make entry somewhat dangerous. Vehicles, if parked well off of the road, may use County Highway J as a viable short term parking location. If work crews, or program participants are accessing the southern portion of the property in this manner, they will likely need to park far enough off the road to minimize possible accidents, but this may require vehicles to have higher ground clearance and four wheel drive.

Bur Oak currently has a small grass parking area at the northwest corner of the property along Rangeline Road. It is recommended that this be the preferred parking area, unless something better is constructed. This area needs periodic mowing, and should have the culvert ends identified for drivers to prevent cars from entering the drainage ditch. Until usage increases, this parking area may suffice with minimal improvements. However, it is recommended that an access cable be installed that prevents groups of vehicles from congregating and discourages access without authorization. The cable should be sufficiently off of Rangeline Road to allow one car to pull up to the cable and be safely out of traffic. This enables visitors to safely read the signs without blocking traffic, and allows individuals or small groups to have access. All cables must have reflectors on them for safety.

If agreed that this location will be the permanent parking location, considerations should be given to the parking areas surface material, slope, and size. With frequency of use, the grass lot will become muddy, making exiting difficult. A raised lot of road gravel (i.e. pit run) or recycled asphalt with a 2% slope is recommended as the least expensive parking solution that provides good drainage. Expansion of the lot should be considered if any improvements are made. In addition, parking stops will be necessary to keep cars on the designated gravel area.

Bur Oak Conservancy and Outdoor Laboratory

The Rangeline Road southern access point should be evaluated in the near future for its equipment accessibility. Should improvements be necessary for this location, it would be financially prudent to combine the north and south entry points into one project.

Temporary features of portable toilets and trash receptacles might be necessary for projects involving large, short-term work crews. The expense of servicing these amenities and the potential for vandalism should be given strong consideration before they are put into long-term service.

MAINTENANCE PROJECTS

Bur Oak Conservancy and Outdoor Laboratory has designed property limitations that conform to requirements set by the Garton family, Glacial Lakes Conservancy, and Maywood. These limitations will be beneficial for wildlife, habitat health, and minimizing maintenance of man-made structures. This section will cover the maintenance and projects of the following topics.

- *Invasive species monitoring and removal throughout property*
- *Pond repair*
- *Tree pruning, thinning, and planting*
- *Trail repair*
- *River obstructions*
- *Nest box repair*
- *Mowing*

Proposed development projects considered require minimal maintenance. Signage, trail construction, and a parking area are all examples of property enhancements that use methods and materials that keep maintenance to a minimum. However, various existing natural features will require significant attention in the process of property development. Invasive species affect all lands of Wisconsin including Bur Oak. A plant inventory will reveal the concentrations of species and specific locations. A treatment plan should be created from the inventory to curtail negative habitat impact. Even without the inventory, honeysuckle is obviously in over abundance.

Chemical treatment of honeysuckle was begun in the fall of 2013, with treatment along the proposed trail route from the beech forest in the southeast corner going north. If the treatment is successful, continued proposed trail route treatment should be continued to open a trail, giving access to additional sections for treatment. Painting 2" diameter or smaller honeysuckle trunks is an easy application process requiring minimal equipment or training. Therefore, a group of volunteers could make significant progress in an effort to reduce the honeysuckle stand and should begin subsequent treatments in spring 2014 should the present treatments prove effective. Treatment of other invasive species will depend on the particular species, their potential for habitat damage, how quickly they spread, and the type of treatment required.

The pine plantation, where some openings have been created for trail development, now has some honeysuckles as a result of the influx of sunlight. Since additional thinning and pruning are necessary, continued monitoring of honeysuckle and buckthorn will be necessary.

The close proximity of pines in the plantation has resulted in extensive self pruning and death of many trees. To improve the health of the plantation, trees should be marked for pruning or removal. Because pruning, felling, and hauling will require chain saws and a substantial work crew, a trained work crew is required. Although the tree trunks might have some value for property projects, the immense volume of branches will require disposal. With a good size work crew, burning the excess branches could be a viable solution for pine trees, honeysuckles, and others.

When pruning or thinning, it will be important for crews to cut limbs off at their limb collar and trunks should be flush with the ground. These practices will enable pruned locations to heal quickly and minimize hazards to hikers. Since Bur Oak has a very diverse tree species, there are likely good varieties and possibly rare bird species nesting within. Prior to tree removal, workers should inspect them for nesting and animal activity. Use of dead trees for nesting or as a food source for woodpeckers are good reasons to keep some snags, provided they are not a windfall hazard.

As the pine plantation and meadow area are opened, other species will likely move in. Regular monitoring of the newly opened spaces will be necessary to track invasive species invasions. Since pine plantations are a very unnatural habitat, tree planting to diversify the plantation is suggested. Choosing native tree species that tolerate shade and medium to wet soil conditions is essential.

The meadow is naturally being filled in with pines from the plantation seed source. Once the honeysuckles have been removed, the extent of conifer revegetation may become more apparent. At this point, coupled with the vegetation survey, a vegetation plan can be created with recommendations for expanding on the existing tree growth, or maintaining an open meadow.

Trail maintenance in these areas mentioned can also impact decisions on changing or sustaining habitats. In full sun conditions of the meadow, periodic mowing might be necessary unless the trail is sufficiently used or marked to enable occasional hikers to navigate the desired route. The pine plantation will need periodic cutting of small trees and shrubs. This can easily be accomplished with a few volunteers armed with loppers and hand pruners.

One of the most difficult annual maintenance projects will be dealing with the floodplain. Each year high water levels carry debris down river, clogging the river channel or leaving trash on the adjacent landscape. Currently, the river is plugged with trees and limbs. Ultimately, a canoeable river from Bur Oak to Maywood may have some program benefits. However, maintaining a good flow is beneficial to the health of the river and should be the main reason for removing these obstructions.

Like the pine plantation thinning project, a well-trained crew in chain saw use will be vital to maintain the safety of those involved with removing river obstructions. Logs cut from the log jams must be roped to the shore and removed from the flood plain. This project will likely require all terrain vehicles and trailers to transport the debris from the river to a location where it can be used, burned, or hauled away. It is essential to remove debris from the flood plain so as not to clog the river during subsequent flooding. While working on this project, the property's prized bur oak should be pruned as well. Dead or damaged limbs should be removed to maintain its health.

The floodplain receives a good amount of trash from spring floods. A Bur Oak litter cleanup should be an annual project, preferably done in the flood plain in April or early May prior to intense mosquito hatches and thick growths of stinging nettle.

Annual inspections will be required for all features constructed at Bur Oak. Trail signs/posts, boardwalks, stairs, bridges, nest boxes, etc. should be checked over each spring to create a list of repair projects and a list of tasks that can be handled by volunteer groups. Although annual maintenance

should be minimal compared to other park lands, the quality of the wildlife habitat will be greatly enhanced if vegetation diversity and invasive species are maintained.

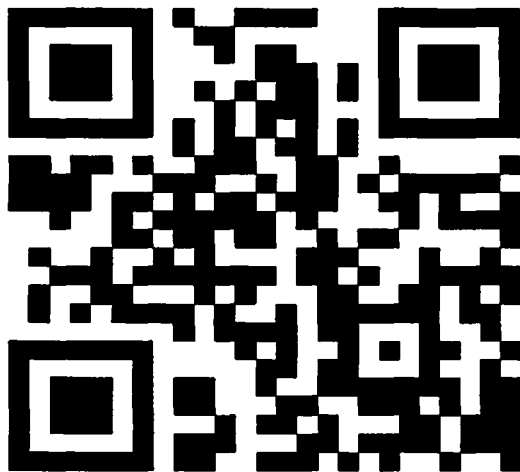
INTERPRETIVE INFORMATION AND LITERATURE

Education and research are two areas that will direct the development of the Bur Oak Conservancy and Outdoor Laboratory. To assist with these two areas, the following interpretive information and literature may become useful tools during and after the property's development:

- *Map*
- *Interpretive trail booklet*
- *Bur Oak marketing brochure:*
 - *Fund raising*
 - *Research project solicitation*
 - *Grant writing*
 - *Corporate volunteer support*
- *Vegetation brochures*
 - *Trees/shrubs*
 - *Wildflowers*
- *Wildlife brochures*
 - *Bird checklist*
 - *Mammals*
 - *Amphibian/reptiles*

Maps are always useful reference tools to plan projects, track project progress, inventory, and better understand property changes over time. Since the Bur Oak Conservancy and Outdoor Laboratory will be developing and changing, a digitized map that can be regularly updated would be invaluable. Rather than investing in a glossy, professionally printed trail map similar to Maywood's, it is recommended to maintain a digitized format with maps updated and printed as needed. To achieve this, GPS reference points will be necessary for the highest level of accuracy. This may be achievable with help from the City of Sheboygan Engineering Department. Their staff may be able to survey the property with GPS units and GIS software. However, since updates and maps on demand will be needed, the initial map must be created with a format that is compatible with Maywood software. Of all the possible interpretive information and literature, a map will undoubtedly be of most value.

Interpretive trail brochures may eventually be useful in the education of the property's natural history. As construction of an interpretive trail nears completion, use of existing interpretive brochures from other nature centers would help facilitate the selection of brochure style, size, paper type, etc. best suited for Bur Oak. The technological equivalent to the interpretive brochure is the Quick Response (QR) Code. QR codes can connect people with a smartphone to information. In this case, the QR code would connect smartphone users with the interpretive information, pictures, and even videos of animals and plants that relate to the location of the trail post. Although not currently set up for QR code use, this technology is something that Bur Oak and Maywood both should consider for advancing Maywood's educational approach. By placing 3" x 3" QR code plaques on trail posts, visitors can use their smartphones to scan the code and bring up information about the property.



QR code example

Interpretive brochures, QR codes, and other educational tools, along with property developments, may require funding beyond those that have been accumulated thus far. Printed materials about the property may provide complimentary information to a fund solicitation brochure. However, development of any such brochure is not recommended until educational and development plans are well established and budgetary needs are identified.

As additional funding is sought and inventories are completed, brochures of the inventories may be useful in showcasing the scientific work and inventories that have been completed. College biology students and volunteers may be instrumental in collecting inventory information on all species. It is recommended that the Maywood Director and/or Naturalist be involved in coordinating these inventory efforts to insure their accuracy and provide direct knowledge of the work when seeking funds and addressing possible sources for future funding.

FUTURE FACILITY CONSIDERATIONS

The Garton family and Glacial Lakes Conservancy have provided some limitations on the development of the property. The established restrictions and guidelines must be considered for each of the following:

- *Instructional shelter*
- *Parking lot improvements*
- *Pond equipment access*
- *Boardwalk construction*
- *Stairway to southern lowland forest*
- *Wildlife exclusion area*
- *Trail cameras with bait stations and tracking surfaces*
- *Perimeter fence*

Educational programs and research projects may be well served by having an area sheltered from some elements. However, before a shelter of any kind is planned, consideration of the exact need, amount of use, and established restrictions is required. Should projects and programs be temporary, a soft roof may provide the temporary protection essential to complete a project or program.

The parking area may be suitable for the time being. An asphalt parking lot may be far more than what is needed and would require substantial funding to construct and maintain. Significant improvements to the parking area should be a lower priority compared to the other considerations in this document. Should enough use warrant an improved parking area, a gravel or recycled asphalt parking area might be the best solution to make parking more functional throughout the year, while minimizing the investment and any impression that the area is open for people to access at will.

As indicated in the Parking and Vehicle Access section, it is recommended that posts and cables be installed to prevent multi car access and to discourage use without authorized approval. South from the parking area is another vehicle access to the property. Although well hidden, a culvert is in the Rangeline Road ditch which was installed originally to allow equipment access to the pond construction site. This access may be necessary for improvements to the pond and possibly for boardwalk construction in the beech forest. As programs and projects escalate, this access should be evaluated as possibly a better location for a main parking lot.

This southern Rangeline Road access may be very useful for equipment access once again. The pond should be evaluated for its inflow and outflow. The outflow barrier appears in disrepair and needs reconstruction. The bottom of the pond should be evaluated to determine its composition and if its depth, slope, and vegetation are suitable for a healthy aquatic ecosystem. An assessment of the outflow may be useful in preventing excess water from saturating trails and redirecting surface drainage from the pine plantation that was undoubtedly dry at the time it was planted.

The southern access may also be useful in the process of thinning and hauling trees from the pine plantation. However, the culvert should be inspected to insure it is still intact. Markers should be placed at the ends of both the north and south culverts to prevent vehicles from missing the driveway.

Foot traffic on trails will eventually require boardwalk construction through some wet and sensitive areas. This was discussed in the Trail section. However, where the perimeter trail runs parallel to the floodplain ridge a staircase would be a very useful addition to the trail system to enable access to the floodplain from two different locations. The north floodplain access is a very gentle slope to the Pigeon River. The south floodplain access is a steep descent. A staircase at this location would not only enable access from this point, but would also provide a trail route through the floodplain that would not require back tracking or returning to the upland area via the same route. Although some hikes have already been conducted where ascent from the floodplain to the upland was done without a staircase, this is a practice that if continued will result in a path of erosion.

Should aquatic education programs become conducted at Bur Oak with some regularity, a river access deck might also be considered as a possible feature for construction. A river access deck must be constructed to allow for changing water levels, ice flows in spring, and accommodations for students to use sampling and testing equipment. Mosquito Hill Nature Center, located along the Wolf River, has an example of this type of river access system.

As additional Bur Oak educational and research projects begin to develop, some features like exclusion fences, trail cameras, and tracking areas might be considered to better understand the effect of wildlife on the vegetation of Bur Oak, and the nocturnal wildlife that is present on the property. The knowledge collected through these measures will certainly help shape future developments, research projects, and educational programs.

The function of a perimeter fence is to restrict unauthorized human entry to the property, prevent disturbance to research/education equipment, and removal of resources. Since the cost of a perimeter fence is very expensive, it is suggested to thoroughly evaluate its importance and need before making the investment. Should one be considered, it is likely this would be for the south boundary along County Highway J and the west boundary along Rangeline Road. Since the north boundary is bordered by private property and the east boundary is bordered by both private property and the Pigeon River, these two sides are less likely to require it. It is suggested that the extent of unauthorized entry be monitored before making a decision to invest in perimeter fencing.

RESEARCH PROJECT SUGGESTIONS

There are infinite research projects that could be conducted at Bur Oak Conservancy and Outdoor Laboratory and are limited only by one's imagination. It will undoubtedly be essential to begin with inventories to assess the composition of the property. The following are suggestions of the inventories that may provide the first step in the process of conducting further research, improving our understanding, and hopefully increasing our environmental stewardship:

- *Flora/fauna inventories and maps*
- *Annual sampling*
- *Aquatic sampling*
 - *Establish baseline statistics for annual monitoring and comparison to other river locations like Maywood*
 - *Mussel survey*
 - *Turtle survey*
 - *Salamander monitoring program*
- *Nest box monitoring*
- *Endangered/threatened species list*
- *Rare mammal survey (lesser seen species e.g. flying squirrels, various bat species, weasels, gray foxes, etc.)*
- *Butterfly/moth survey*

In the fall of 2013 a grid of reference points was established at Bur Oak. These reference points will be useful in identifying progress and locations of various projects. Inventories of flora and fauna will be invaluable to plan future research. Since the reference points do not correlate to the Pigeon River it is recommended that aquatic research project reference points be established by measuring from north to south and placing metal snow fence posts or metal pipe markers at 100' intervals along the riverbank. These reference points will be valuable in identifying locations, features, flora/fauna, or river characteristics that will be significant in its research.

The value of aquatic research and inventories will increase as they are compared to the Pigeon River section through Maywood. Contrasting the two sites may help students predict and understand the impacts on river health by analyzing the changes to the river between Bur Oak and Maywood. With public land close to the mouth of the Pigeon River, researchers/students could develop a good baseline of the Pigeon River water quality for future comparison and making recommendations for its improvement.

Although aquatic inventories should begin with establishing a Q value through chemical and invertebrate analysis, mussel, turtle, and fish surveys may also be vital in establishing a baseline in subsequent inventories.

As amphibians, salamanders have ties to aquatic habitats. In 2008 blue spotted salamanders were discovered on the property, using the ephemeral ponds for egg laying. It is strongly suggested to conduct annual salamander data collecting. Salamanders are extremely sensitive to environmental

Bur Oak Conservancy and Outdoor Laboratory

change and may be vital in predicting changes to the property that could negatively impact other species. By analyzing the habitat characteristics of Bur Oak, they help predict whether salamanders may be present at Maywood, or whether improvements can be made to certain habitats to restore salamander populations.

Bur Oak provides many other opportunities for inventory research. Contact with Wisconsin colleges and universities may generate interest for research projects. As a result, Maywood would benefit from their findings, providing a clearer understanding of the property's inhabitants. The list shown at the beginning of this section provides a few of the possible investigations that could be conducted.

ANNUAL MONITORING

Annual monitoring of the Bur Oak Conservancy and Outdoor Laboratory is required per the *Garton Conservation Easement* drafted by the Glacial Lakes Conservancy. Required monitoring investigates activities on the property and documents changes from the previous year, especially any violations to the conservation easement.

Baseline photographs, coupled with annual monitoring can reflect the natural succession and man-made enhancements that detail the more recent story of Bur Oak under its new land stewards. Although the conservation easement's baseline began in 2006, the real baseline may be found in the 1834 land survey records of Sheboygan County. In the case of Maywood, Deputy Surveyor Nehemiah King recorded the vegetation types, occupancy by Native Americans, and routes of foot traffic that, in some cases, have eventually become major highways. Since this first written land record, there may be recorded deeds that will shed even more light on the changes and people who depended on this parcel for their subsistence, recreation, or simply to commune with the endless natural discoveries Bur Oak offers.

Despite the annual monitoring obligation of the *Garton Conservation Easement*, Bur Oak is the perfect setting to discover first-hand the many lessons learned by Aldo Leopold. These land ethic lessons begin with regular observation and documentation of the phenology and natural events of every season. Surrounded by development, Bur Oak's connection to Nehemiah King's penned entries may tentatively reveal that this parcel, although manipulated over the years, may very well be attempting to return to a natural balance. Monitoring and documentation are essential tools in striving to employ the wisdom of Leopold and take careful action as well-informed land stewards. As a result of these efforts, Bur Oak will undoubtedly have many lessons that will help shape generations of stewards privileged to trod its landscape while its increasing value makes this island of ecological significance an environmental sanctuary and connection to natural communities of Wisconsin's past.

It is the charge of Maywood's Property Stewardship and Enhancement Committee to make recommendations and oversee property related changes to Maywood and Bur Oak. It is urged that the Committee develop and oversee year around data collection to establish the basis for future management projects. It is hoped that the environmental wisdom gained from Bur Oak will be valuable to policy and decision makers in determining the best use and practices for lands throughout the area. As stated by Aldo Leopold, "We abuse land because we see it as a commodity belonging to us. When we see land as a community to which we belong, we may begin to use it with love and respect."

A final note to those who regularly monitor Bur Oak: Your frequent visits may produce new experiences and discoveries that will eventually provide far more than just another entry into a log book. The route walked, a particular tree, or a specific landscape feature may all become familiar with frequent visits. However, your senses may reveal subtle nuances; smells, sounds, and sightings that all embed a permanent record in your memory, the accumulation of which may affect your feelings toward the land. As this unexplainable compassion of discovery migrates into your heart, Leopold's wisdom can be realized and your connection to the land will forever be changed, giving new meaning to your role as a land steward.

CHECKLIST OF FUTURE CONSIDERATIONS

This checklist of future considerations has been included to help guide discussions and planning of the Bur Oak property. Other considerations will certainly arise and can be added to the checklist, but for the near future the Maywood Property Stewardship and Enhancement Committee may find the checklist to be a useful tool in prioritizing projects and points of discussion in subsequent meetings.

- Property surveys (i.e. vegetation, mammals, etc.)
- Site plans for specific projects
- Detailed topographic map (i.e. GIS mapping)
- Drainage map
- Vegetation management plan
- Planting plan
- Trail construction
- Pine stand thinning
- Boardwalk design
- Bridge design
- Pond repair work
- Permanent location of parking
- Parking improvements
- User permit system (i.e. hunting, firewood collecting)
- Trail posts
- Signage
- Research projects
- Invasive species removal
- River obstructions
- Tree pruning
- Nest boxes
- Interpretive trail booklet
- Vegetation/wildlife checklists
- QR code interpretive trail
- Instructional shelter
- Research stations
- Stairway construction
- Wildlife exclusion area
- Trail cameras
- Perimeter fence
- Aquatic sampling with Maywood comparison
- River observation deck
- Riverbank distance markers
- Junk pile removal
- Deer stand/pallet removal
- Upcoming project schedule
- Work crews
- Budget
- Parking cable
- Programs
- Monitoring visits
- Hawthorn reduction

III

5.6

Res. No. 155 - 14 - 15. By Alderperson Heidemann. February 16, 2015.

A RESOLUTION authorizing advertising for bids for the 2015 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 2015 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.

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

II

3.2

R. O. No. 258 - 14 - 15. By DIRECTOR OF PLANNING AND DEVELOPMENT.
March 2, 2015.

Submitting a request from Chad Pelishek, Director of Planning & Development, to close N. 7th Street from New York Avenue to Wisconsin Avenue and New York Avenue from N. 7th Street to N. 8th Street all Thursdays from June 25, 2015 to September 10, 2015 from 1:00 PM to 11:00 PM for the Levitt AMP Sheboygan Concert Series.

PP&S
and
Pub. Wks.

Director of Planning &
Development

3.5



928

II

3.5

R. O. No. 261 - 14 - 15. By CITY CLERK. March 2, 2015.

Submitting a communication from Timothy J. Halada requesting to have a fundraiser for the Sheboygan Area School District's Music and Arts Departments at the Armory before it gets torn down.

Pub. Wks.

Lusan Richards

City Clerk

3.2



8

already used

To all concerned,

I sent a letter awhile back in regards to having a fundraiser to raise money for the SASD music and arts departments at the Armory before it gets torn down. My thought process with the whole idea is to give the people of Sheboygan one last look at the Armory before it gets torn down while raising money for the music and arts in the SASD.

My plan is to have bands play from 11am to 10pm on the front steps weather permitting (moving it indoors otherwise) and utilizing the inside for a silent auction. I have Carl Weinberger, Jim Ohlschmit, Roman Draughon, and other local bands that are willing to play for free. These are bands that have played there decades ago. I also have four members of The Eldorado's on board. This year would mark the 50th anniversary of them playing at the Armory. I have Frank Juarez on board for donating for the silent auction. I would like to get respective teachers from the district to help if possible along with local artists, SVA, and anyone else that would like to get involved. Monument Music will provide the stage and sound. I would like to get the Sheboygan Historical Museum and possibly The Armory Association involved to present the history of the Armory. So far I have BoMalley's food truck on board to be there and provide food and donate 10% of their profit as well. I am working on getting the rest of the food trucks involved and participate while also donating 10% of their profits. We should be open to any and everyone getting involved as possible.

If we could get the Tourism and Public Works to help with various needs such as portable bathrooms, to provide for one or two police officers at the event, a one day policy, and anything else that I am forgetting that would help a great deal. I would also like to involve the Jaycees and/or Lions Club to provide beer and beverage tent.

With discussions that I've had with numerous people we would like to have the road blocked and have an entrance fee of \$5 for adults, \$3 for under 18, and 6 and under for free.

I am open to any suggestions that you may have and look forward to hearing from you soon. I feel this could be a great event that would benefit the city. It will also give area residents one last look at the Armory as well as some closure. Let's send the Armory off with a bang and turn a sad situation into one last big celebration!

Timothy J Halada

III

4.6

Res. No. 164- 14 - 15. By Alderperson Heidemann. March 2, 2015.

A RESOLUTION authorizing the City of Sheboygan's participation in the Wisconsin Small Cities Community Development Block Grant - Disaster Recovery Program.

WHEREAS, Federal monies are available under the Emergency Assistance Program, administered by the Wisconsin Department of Administration, Division of Housing for the purpose of disaster recovery; and

WHEREAS, the Common Council has recommended that an application be submitted to the State of Wisconsin for the following project:

Pennsylvania Avenue from N. 5th Street to N. 7th Street Storm Sewer and Street Reconstruction Project

WHEREAS, it is necessary for the Common Council to approve the preparation and filing of an application for the City of Sheboygan to receive funds from this program; and

WHEREAS, the City would dedicate up to 25% of the total project cost or \$150,000 from the City's 2015 Community Development Block Grant allocation; and

WHEREAS, the Common Council has reviewed the need for the proposed project and the benefits to be gained there from.

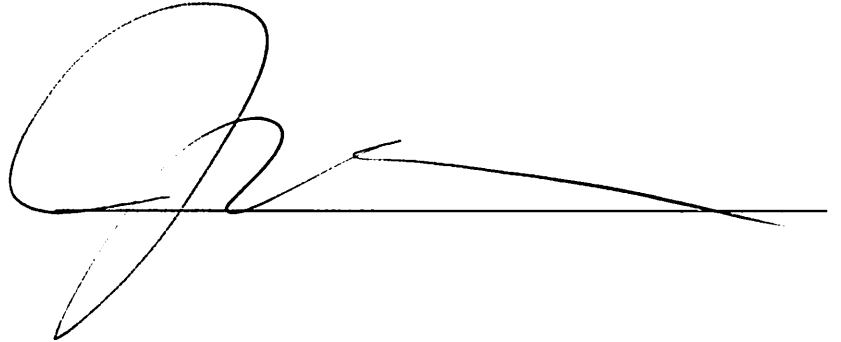
RESOLVED: That the Common Council hereby approves and authorizes the Department of Planning and Development to prepare and file a CDBG-Disaster Recovery Program application for funds under this program in accordance with this Resolution.

Pub Wks

J. H.

III

BE IT FURTHER RESOLVED: That the Mayor and City Clerks are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

A large, stylized handwritten signature in black ink, consisting of a large loop at the top and a long horizontal stroke extending to the right.

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

4.7

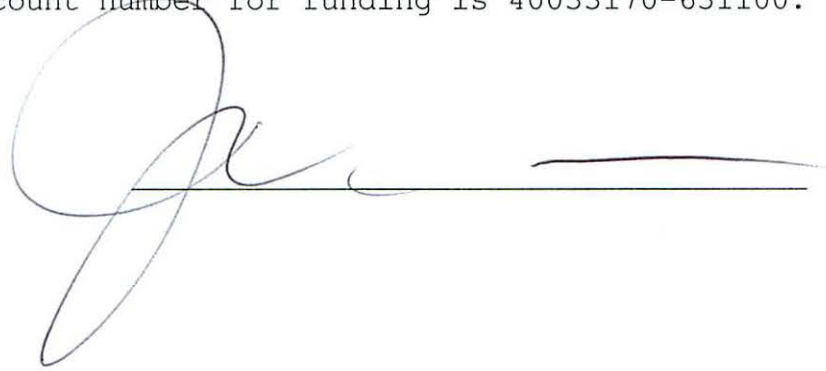
Res. No. 165 - 14 - 15.

By Alderperson Heidemann. March 2, 2015.

A RESOLUTION authorizing the appropriate City Officials to execute a contract between the City of Sheboygan and Ayres and Associates in the amount of \$45,083.59 for engineering consulting services for the S. 8th Street Bridge, Wisconsin DOT Project ID 4996-19-00/71. The account number for funding is 40033170-631100.

RESOLVED: That the appropriate City Officials execute a contract between the City of Sheboygan and Ayres and Associates in the amount of \$45,083.59 for engineering consulting services for the S. 8th Street Bridge, Wisconsin DOT Project ID 4996-19-00/71. The account number for funding is 40033170-631100.

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of February 11, 2015 between the City of Sheboygan, 2026 New Jersey Avenue, Sheboygan, WI 53081(OWNER) and Ayres Associates Inc, 3376 Packerland Drive, Ashwaubenon, WI 54115 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services for the rehabilitation of the S. 8th Street Bridge over the Sheboygan River which includes: preliminary plans, erosion control plans, agency/utility coordination, permitting, traffic control plans, final plans and specifications as described in Attachment A (hereinafter called the Project).

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments and Exhibits are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 4 pages.
- Attachment B - Period of Services, consisting of 2 pages.
- Attachment C - Compensation and Payments, consisting of 3 pages.
- Attachment D - Terms and Conditions, consisting of 4 pages.
- Attachment E - Insurance, consisting of 2 pages.
- Exhibit 1 – Project Work Plan, consisting of 6 pages

This Agreement (consisting of 1 page), together with the Attachments and Exhibits identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER		Ayres Associates Inc CONSULTANT
	(Signature)	
	(Typed Name)	Troy B. Robillard, PE
	(Title)	Manager – Transportation East
	(Date)	February 11, 2015
	(Attest)	
	(Typed Name)	
	(Title)	

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated February 11, 2015 between the City of Sheboygan (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER of the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided below and as described in Exhibit 1 – Project Work Plan for Project ID 4996-19-00 City of Sheboygan, 8th Street, Sheboygan River Bridge (B-59-0154).

1.2 Total Project Costs

1.2.1 CONSULTANT shall prepare an opinion of probable costs for the Project, including: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges, and for other services to be provided by others for OWNER pursuant to paragraphs 3.6 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services (in addition to those furnished under Basic Services) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws,

rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.6 Furnishing services of independent professional associates and consultants for other than Basic Services and providing data or services of the types described in paragraph 3.4 when OWNER employs CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.7 (VACANT)

2.1.8 (VACANT)

2.1.9 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

2.1.10 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with its work; and providing other special field surveys (except for those included as part of Basic Services).

2.1.11 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for those included as part of Basic Services).

2.1.12 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services

When required by the Contract Documents in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. CONSULTANT shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Attachment C.

2.2.1 Services in connection with field orders and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services in connection with any partial utilization of any part of the Project by OWNER prior to completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor or others in connection with the work.

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, capacity and performance requirements, and budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.

3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site, and adjacent areas.

3.4.3 Property, boundary, easement, right-of-way, topographic and utility surveys.

3.4.4 Property descriptions.

3.4.5 Zoning, deed and other land use restriction.

3.4.6 Available historical, current, and projected traffic counts in the vicinity of the project for the use by CONSULTANT in preparing project designs and plans.

3.4.7 Other special data or consultations not covered under Basic Services and Additional Services.

3.4.8 Provide a location for the Public Information Meeting.

3.5 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT; obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8 (VACANT)

3.9 (VACANT)

3.10 Acquire necessary right-of-way in fee and easement as may be required.

3.11 (VACANT)

3.12 (VACANT)

3.13 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, any defect or nonconformance in CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.

3.14 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.15 Bear all costs incident to compliance with the requirements of Article 3.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated February 11, 2015 between the City of Sheboygan (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required, including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 The services called for in Attachment A will be completed as listed below in paragraph 4.6, provided written authorization to proceed is given by OWNER within thirty days after CONSULTANT has signed this Agreement.

4.3 CONSULTANT's services under each item of work shall each be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.5 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.

4.6 The following items of work shall be completed and submitted to the OWNER by the indicated dates:

Section 106 Historical Survey: April 1, 2015
Operational Planning Meeting: April 15, 2015
Draft Environmental Report: May 1, 2015
Public Information Meeting: May 15, 2015
Final Environmental Report: June 15, 2015
60% Plans: July 15, 2015
Design Study Report: September 1, 2015

Prefinal PS&E: November 1, 2015
Final Plans Completed: December 1, 2015
Final PS&E E-Submittal: February 1, 2016
Project Letting: May 10, 2016

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated February 11, 2015 between the City of Sheboygan (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:

5.1.1.1 CONSULTANT's Services. A lump sum amount of \$43,525.00.

5.1.1.2 Services of Independent Professional Associates and Subconsultants. The independent professional associates and subconsultants to be retained for this project are:

(a) For Historical Survey completed by UWM – Cultural Resource Management, the subconsultant's fee is \$1,558.59.

5.1.1.3 Total Contract Amount. The maximum total contract amount pursuant to paragraphs 5.1.1.1 and 5.1.1.2 is \$45,083.59. This amount shall not be exceeded without a written amendment to this Agreement.

5.1.1.4 The Total Contract Amount includes compensation for CONSULTANT's services and services of CONSULTANT's independent professional associates and subconsultants, if any. Appropriate amounts have been incorporated in the Total Contract Amount to account for labor, overhead, profit, and Reimbursable Expenses.

5.1.2 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.2.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 or 2.2 (except for services as a consultant or witness under Attachment A, paragraph 2.1.11), an amount equal to CONSULTANT's Direct Labor Costs times a factor of 3.1, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.3 Reimbursable Expenses. OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows:

5.1.3.1 For Internal Reimbursable Expenses. An amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by CONSULTANT based on the rates set forth in Appendix 1 to this Attachment C.

5.1.3.2 For External Reimbursable Expenses. An amount equal to invoiced external Reimbursable Expenses allocable to the Project multiplied by a factor of 1.0.

5.1.4 Amounts Billed.

5.1.4.1 Lump Sum Services. The portion of the amounts billed for CONSULTANT's services which are related to services rendered on a Lump Sum basis will be billed based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

5.1.5 (VACANT)

5.1.6 Other Provisions Concerning Compensation

5.1.6.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.0.

5.1.6.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.1.6.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Direct Labor Costs. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

5.3.2 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, drawings, specifications, bidding documents, and similar Project-related items.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated February 11, 2015 between the City of Sheboygan (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire project designed and specified by CONSULTANT, but it will not include CONSULTANT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Attachment A, paragraphs 3.6 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs which is defined in Attachment A, paragraph 1.2.1.)

6.2 Opinions of Probable Cost

Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the bidding phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

All documents including drawings and specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with use of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

7.3 Electronic Files

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.7 Successors and Assigns

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

7.10 Betterment

If, due to CONSULTANT's negligence, a required item or component of the project is omitted from the construction documents, CONSULTANT's liability shall be limited to the reasonable cost of correction of the construction, less what OWNER's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated February 11, 2015 between the City of Sheboygan (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$ 100,000
Disease, Policy Limit:	\$ 500,000
Disease, Each Employee:	\$ 100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$ 1,000,000
Products-Completed Operations Aggregate:	\$ 1,000,000
Personal and Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$ 1,000,000
--	--------------

8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

**PROJECT WORK PLAN
FOR
Project ID 4996-19-00
City of Sheboygan, 8th Street
Sheboygan River Bridge, B-59-0154
Sheboygan County**

City of Sheboygan Contact: Ryan Sazama, PE, City Engineer

Ayres Associates Contact: Keith R. Nikolay, PE

Date: February 11, 2015



Project Description

The project consists of repainting and repairs on the structural steel along with concrete surface repairs on the S. 8th Street Bridge over the Sheboygan River. This structure was originally built in 1995 and the original structural steel paint system is in need of some maintenance. Funding for the design of the project is with City funds and will go through the Wisconsin Department of Transportation bid letting process.

The surrounding area is primarily commercial with an apartment complex in one of the bridge's quadrants. Construction is anticipated for 2016. During construction, S. 8th Street will be closed to thru vehicular, bicycle and pedestrian traffic and the Sheboygan River will be closed to boat traffic.

Project Improvements

Structure Improvements – Address the structural steel corrosion and place a paint overcoat for the super structure, bridge rails, and machine room; address concrete surface repairs on the abutments, piers, and bridge decks; address the concrete cracking on the deck underside; address the spalled concrete curb along the bridge.

Typical Section Improvements – The existing paver blocks in the terrace area just beyond the bridge have settled. Remove the paver blocks and placed stamped concrete.

Drainage Improvements – The sidewalk in the NW quadrant is undermining, which is affecting the adjacent wing wall.

Scope

This project includes professional engineering services including preliminary plans, erosion control plans, agency/utility coordination, permitting, traffic control plans, final plans and specifications as outlined within the Project Work Plan.

Project Administration

Project Manager – Keith Nikolay will be the Project Manager.

Schedule – The Project Manager will be responsible for maintaining the project schedule. The project schedule will be updated periodically. All responsible parties must agree upon any significant change in the project schedule.

General Administration – General Administration includes the day-to-day coordination of project activity; including creating and responding to all units of government correspondence and special information requests not included in other task areas.

Financial – Set up internal project codes and budgets and prepare invoices. Invoices will be prepared not more than monthly.

Design Reports

Pavement Design Report – This report is not anticipated and is not included in the scope of work under this contract.

Structure Survey Report – This report will examine the existing structure and the proposed structure improvements. The report will be prepared for this project according to the Wisconsin Department of Transportation, Facilities Development Manual (FDM) and Bridge Manual.

Design Study Report – This report will be prepared for this project according to the Wisconsin Department of Transportation, Facilities Development Manual (FDM) procedures.

Request for Exceptions to Standards – A Request for Exceptions to Standards Report is not anticipated and is not included in the scope of work under this contract.

Traffic Management Plan – A Traffic Management Plan, Type 2 will be prepared for this project according to the Wisconsin Department of Transportation, Facilities Development Manual (FDM) procedures.

Trans 75 Checklist – The Trans 75 Complete Street Compliance Check Sheet will be prepared for this project according to the Wisconsin Department of Transportation, Facilities Development Manual (FDM) procedures.

Environmental Documentation

Environmental Document – A programmatic environmental report (pER) will be used to document environmental impacts associated with this project according to WisDOT FDM requirements. This document will be submitted to WisDOT, Northeast Region Local Program Management Consultant.

Archaeological/Historical Site Investigation – The project is located on the BEES Screening List for Archaeological only. Historical survey will be completed by UWM Cultural Resource Management.

Endangered Species Investigation – Not included under the scope of this work. If required by DNR, it will be added by contract amendment.

Hazardous Materials Assessment – A Phase I Hazardous Materials Assessment will be conducted to determine if any potential haz-mat sites exist. If any additional assessment is required it will be considered additional work.

Agency Coordination

Wisconsin Department of Natural Resources (WDNR) – The WDNR will be contacted to evaluate associated environmental impacts of this project. A final concurrence will be requested from the WDNR. The project will be coordinated in accordance with the WisDOT/WDNR cooperative agreement.

A water quality certification permit is not anticipated to be needed since no wetlands are anticipated to be impacted.

State Historical Society (SHPO) – A Section 106 report, summarizing historical investigations, is included under the scope of this work.

Fish and Wildlife Service (FWS) – The FWS will be contacted to evaluate associated environmental impacts. No on-site meetings are anticipated for this project.

U.S. Army Corps of Engineers (COE) – The COE will be contacted to evaluate associated environmental impacts and a COE permit will be requested. A Section 10 Permit will be applied for.

U.S. Coast Guard – The U.S. Coast Guard will be contacted to evaluate associated impacts to the Sheboygan River, which is classified as a navigable waterway. A Section 9 Permit will be applied for.

City of Sheboygan – The City of Sheboygan will be kept informed throughout the progress of this project through progress meetings outlined elsewhere in this scope and with copies of correspondence and reports.

Utility Involvement

Utility Coordination – Utility companies listed with Diggers Hotline to have facilities in the area will be notified of the project and sent preliminary and final plans. No utilities are anticipated to need to be relocated as part of the project.

Trans 220 – Trans 220 does not apply to this project therefore the Trans 220 process will not be followed.

Railroad Involvement

Railroad Coordination – The railroad will be contacted to inform them of the proposed detour route.

Public Involvement

General Coordination – The Project Manager will handle all public inquiries into the project. A public involvement file will be kept outlining all contacts made during the design of the project.

Public Informational Meeting (PIM) – There will be one PIM will be organized and held as part of the contract.

Preliminary and Final Design

Title Sheet – A title sheet is included as part of the plans.

General Notes / Typical Section – A sheet with showing the existing bridge typical section along with some general project notes will be included as part of the plans.

Erosion Control – Erosion control plans will be developed after approval of preliminary plans. Erosion control plans will be in compliance with the FDM.

Construction Staging and Traffic Control – S. 8th Street will be closed to all vehicular and pedestrian traffic during construction. Detour plans will be included as part of the plans and will consist of Indiana Avenue to S. 14th Street (WIS 28) to Pennsylvania Avenue and back to S. 8th Street.

The walkway adjacent to the north abutment will be closed to all pedestrian traffic during construction. Detour plans will be included as part of the plans.

Plan and Profile – The horizontal and vertical alignments will not be affected with this project and therefore is not included as part of the plans.

Beam Guard – Beam guard is not anticipated and therefore not included as part of the plans.

Bridge Design – The project includes spot cleaning and an entire overcoat of the existing structural steel, spot cleaning and an entire overcoat of the machine room, and concrete surface repairs on the abutments and superstructure. If there are modifications needed to the lighting or mechanical equipment, that will be additional services.

Slope Paving / Rip Rap – Work between the existing abutments is not anticipated and not included as part of this contract.

Detour and Traffic Control – S. 8th Street will be closed to thru vehicular and pedestrian traffic. Traffic control to close S. 8th Street is included as part of this contract and a detour plan will be included as part of the plans. The walkway under the north end of the bridge will be closed as part of this contract and a detour plan will be included as part of the plans.

Soil Borings – Soil borings are not included as part of this contract.

Electronic Files – Electronic files will be provided per FDM.

Opinion of Costs – Opinion of costs will be prepared at the preliminary and final plan stages to give the City of Sheboygan updated costs associated with the project.

Right-of-Way Plats and Descriptions

Right-of-Way Plats – Not included under the scope of this work. No new right of way is anticipated and if required will be added by contract amendment.

Meetings

Operational Planning - An Operational Planning Meeting will be held. The following stakeholders will be invited to this meeting: City of Sheboygan, WDNR, affected utility companies and the NE region management consultant.

Project Progress Meetings – Two design progress meetings will be conducted with the City of Sheboygan to discuss the progress of the plans: one at the 30% plan phase and one at the 90% plan phase.

Management of Subconsultant Services

Subconsultant Management – The Project Manager will be responsible for administering all subconsultant contracts. Included in this responsibility is monitoring progress, giving general direction, and establishing completion dates.

P. S. & E. Documents

P. S. & E. Documents – Ayres Associates will prepare all plans, special provisions, and quantities required by the FDM. These documents include: plan letter, special provisions, utility status report, certificate of right-of-way, recommendation to the governor, news release, contract time and estimate in Transport.

Project Letting – The project will be let through the WisDOT. All documents required by WisDOT will be submitted to the Northeast Region Local Program Management Consultant Office for review, and then electronically submitted to central office.

FEE COMPUTATION BY ENGINEERING TASK

Project ID 4996-19-71
 C Sheboygan, 8th Street
 Sheboygan River Bridge
 B-59-0154
 Sheboygan County

Revised: 01/13/15

TASK	ACTIVITY CODE	Direct Labor Costs	Overhead Costs	Direct Expenses	Fixed Fee / Profit	TOTAL
Administration	740	778.82	1,430.15	5.62	176.72	2,391.31
Reports	748	1,280.42	2,351.24	25.00	290.53	3,947.19
Environmental	767	854.51	1,569.14	20.00	193.89	2,637.54
Agency, Utility & Railroad	746	903.48	1,659.06	30.00	205.00	2,797.54
Public Involvement	743	724.25	1,329.94	201.00	164.34	2,419.53
Survey	729	-	-	-	-	-
Soils Investigation	644	-	-	-	-	-
Preliminary Roadway	741	887.55	1,629.81	171.00	201.39	2,889.75
Preliminary Structure	1001	1,975.82	3,628.20	20.00	448.32	6,072.34
Final Roadway	742	1,062.34	1,950.77	10.00	241.05	3,264.16
Final Structure	1002	2,827.03	5,191.28	35.00	641.46	8,694.77
P S & E	794	1,403.32	2,576.92	10.00	318.42	4,308.66
Right-of-Way	745	-	-	-	-	-
Meetings & Conferences	747	1,101.04	2,021.84	729.50	249.83	4,102.21
Management of Subconsultans	773	-	-	-	-	-
Real Estate	267	-	-	-	-	-
Traffic	785	-	-	-	-	-
	0	-	-	-	-	-
TOTALS		13,798.58	25,338.35	1,257.12	3,130.95	43,525.00

Indirect Home Office Rate 183.63%
 Fixed Fee: 8.00%

Troy Robillard
Ayres Associates
3376 Packerland Avenue
De Pere, WI 54115

February 4, 2015

RE: UWM-CRM 2015-043
Section 106: Architectural/Historical Investigations
South 8th Street Bridge & Approaches
City of Sheboygan, Sheboygan County
WisDOT ID 4996-19-71

Dear Mr. Robillard,

The Board of Regents of the University of Wisconsin System through the Cultural Resource Management services (Department of Anthropology) at the University of Wisconsin-Milwaukee (UWM) proposes to provide architectural/historical investigations for the above referenced project.

The methods and techniques used during the study will follow those standard promulgated in the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation* and the *Architecture-History Survey Manual*. The use of these documents as guides for historic preservation planning is endorsed by the Wisconsin State Historic Preservation Office (SHPO).

Scope of Work

Historical Investigations

The architectural/historical investigations will consist of archives/literature research and field inventory. The area of potential effect will include all areas of proposed ground disturbing activity as well as a contextual "zone" around the study area. The archival research will document above ground structures/buildings that have been surveyed (i.e. survey cards have been prepared) within the APE and which buildings/structures are listed on the National or State Registers of Historic Places. The field inventory will identify those buildings/structures within the APE that are at least 40 years old, retain good or better integrity, and show potential for architectural and/or historical significance. Inventory cards will be prepared for those buildings/structures that meet the aforementioned criteria.

Reports/Submittals

The results of the historical studies will be presented in the Architecture/History Survey Form along with supplemental materials. UWM-CRM will also complete the relevant portions of the WisDOT Section 106 Review form.

Project Team

Jennifer R. Haas, M.A., Principal Investigator

Gail Klein, M.A., Architectural Historian

Organizational Capabilities

The Cultural Resource Management program is housed in the UWM Archaeological Research Laboratory (ARL) on UWM's campus in Sabin Hall. The Cultural Resource Management program has been providing cultural resource management services to private, state, and federal clients since 1974. The ARL provides space for UWM-CRM offices, materials processing, sample preparation and analysis, and curation of archaeological materials. In addition, the ARL maintains a wide variety of field and laboratory equipment including vehicles, excavation gear, and computing facilities. Specialized facilities include a cartographic studio, darkroom, soils lab, and comparative faunal and floral collections. All the facilities of UWM's Archaeological Research Laboratory are available for use in support of the proposed project.

Curation

Archaeological materials held by University of Wisconsin-Milwaukee Archaeological Research Laboratory (ARL) are curated in a 2400 square foot, dedicated curation facility. The curation facility is compliant with federal regulations as outlined in *Standards and Guidelines for Curation of Federally-owned and Administered Archeological Collections (36 CFR 79)*. Items acquired through sponsored research by UWM personnel are curated at no additional charge. Curation of materials generated by non-UWM researchers is accomplished through extramural contracts administered by Historic Resource Management Services.

Costs

The attached budget proposal includes projected salaries, travel expenses and supply costs associated with the proposed level of field and reporting. In addition, UWM requires each funded project to recover the costs of personnel related expenses under the heading of Fringe Benefits. The cost of physical plant maintenance and contract administration are recovered under the heading of Indirect Costs. UWM-CRM does not charge profit on funded projects. The cost assumes that no more than two properties will require survey. Determination of Eligibility Forms and Effects Documentation is not included in the cost and is considered extra work. The cost is provided as Attachment 1.

As always, if there are questions or concerns regarding the scope of work, or to further discuss the project, please do not hesitate to contact me at (414) 229-3078 or at haasjr@uwm.edu.

Sincerely,



Jennifer R. Haas, M.A.
Principal Investigator

University of Wisconsin-Milwaukee
Cultural Resource Management

BUDGET ESTIMATE 2015-043

Section 106: Architecture/History Investigations
South 8th Street Bridge
City of Sheboygan, Sheboygan County
WisDOT Project ID 4996-19-71

February 2015

DIRECT COSTS

A: SALARIES & WAGES

TASK	PERSONNEL											
	Senior				LTE				Students			
	Title	\$/hr	Hrs	Total\$	Title	\$/hr	Hrs	Total\$	Title	\$/hr	Hrs	Total\$
Coordination & Administration	Principal Inv.	28.9	2	\$57.80				\$0.00				
	Archaeologist	20.2		\$0.00	Res. Assoc	17		\$0.00				
	Arch Hist.	20.2		\$0.00								
Architectural/ Historical Investigations & Report	Principal Inv.	28.9	2	\$57.80	Supvsr 1	17		\$0.00				
	Proj. Mgr	20.2	22	\$444.40	Supvsr 2			\$0.00				
	Archaeologist	23.5		\$0.00	Tech 1	17	4	\$68.00				
				\$0.00	Tech 2	15		\$0.00				
				\$0.00	Tech 3			\$0.00				

SUBTOTAL LABOR\$ \$560 \$68 \$0.00

TOTAL LABOR\$ \$628.00

B: FRINGE BENEFITS

33.7% of Senior Personnel \$188.72
 15.9% of LTE Personnel \$10.81
 4.0% of Student Personnel \$0.00

TOTAL FRINGE BENEFITS \$199.53

C: SUPPLIES & EXPENSES

Supplies \$15.00
 Meals 0 person day @\$38/day \$0.00
 Lodging 0 person day @\$70/day \$0.00
 Vehicle Rental & Gasoline \$200.00

TOTAL SUPPLIES \$215.00

D: TOTAL DIRECT COSTS (A + B + C) \$1,042.53

E: INDIRECT COSTS (D X .495) \$516.05

TOTAL PROJECT COSTS (D + E) \$1,558.59



Reimbursable Expense Schedule (October 1, 2014)

Policy: It is the policy of Ayres Associates that costs associated with equipment and supplies identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual cost and are reviewed/updated annually.

Company-Owned Equipment

ENVIRONMENTAL SAMPLING, MONITORING, TESTING:

Dissolved Oxygen Meter.....	\$46/Day
FID/PID/OVA.....	\$55.65/Day
Groundwater Sampling.....	\$3.35/Sample
Interface Probe.....	\$50/Day
Nuclear Density.....	\$70.60/Day
Peristaltic Pump.....	\$20.25/Day
Sediment Sampler.....	\$44/Day
Soil Sampling.....	\$1.35/Sample
Temp/pH Conductivity Meter.....	\$13.25/Day
Vapor Sampling.....	\$56.50/Day
Water Level Meter.....	\$13.50/Day

CONSTRUCTION TESTING AND SAMPLING:

Concrete Air Meter.....	\$19.55/Day
Concrete Flowability Meter.....	\$51.30/Day
Hammer Drill and Accessories.....	\$191/Day

PHOTOGRAMMETRIC AND SURVEYING:

Depth-Sounder Meters.....	\$286/Day
Digital Photogrammetric Workstation.....	\$12.45/Hour
GPS.....	\$79/Day
High Precision Digital Level.....	\$100/Day
Laser/Automatic Level.....	\$13.25/Day
Total Station (Robotic).....	\$101/Day
Traffic Counter.....	\$28.10/Day

STRUCTURAL ABOVE/UNDER WATER INSPECTION :

Air Tank.....	\$6.85/Tank
Climbing Gear.....	\$319/Day
Exposure Suit/Diver.....	\$53.40/Day
General Inspection Equipment.....	\$22.25/Day
NDT/Testing Equipment.....	\$93.75/Day
Scuba Dive Gear/Diver.....	\$33.90/Day
Surface Supplied Air/Diver.....	\$104.85/Day
Underwater Camera.....	\$19.25/Day

TRANSPORTATION:

All-Terrain Vehicle (ATV).....	\$93/Day
Boat/Motor/Trailer.....	\$164.80/Day
Company Trucks.....	\$.90/Mile
Personal Auto.....	Current IRS Rate
Rental Bucket Lift Truck.....	\$395/Day

Meals and Lodging

Traveler reimbursement is dependent upon where the project is located and not the accommodations, nor where the office is located. Meal and lodging rates are consistent with rates posted on the US Government's Federal Travel Regulations website at www.gsa.gov/perdiem.

The following table shows the breakdown of the Basic (CONUS) rate for lodging, breakfast/continental breakfast, lunch, and dinner. The current CONUS per diem rate is \$124 for lodging and meals.

Rates effective October 1, 2014

Rate Description	Explanation	Basic Rate Continental U.S. (CONUS)	
Lodging	Standard Rate	\$83	Project Location Look-up: 1. Meal and lodging rates differ by location. 2. Go to www.gsa.gov/perdiem for a map of the continental United States. 3. Search the projects location by City, State, or Zip Code. 4. Cities not appearing on website may be located within a county for which rates are listed. 5. To determine what county a city is in, visit www.naco.org/pages/default.aspx and click "About Counties".
M & IE	Meals and incidentals as listed on federal website	\$46	
Less incidental expenses (not reimbursed)	Company reimbursement excluding incidentals	(5)	
Ayres Associates rates	Net reimbursement rate	41	
Breakfast/Continental Breakfast	Rates for meals segregated by type	7	
Lunch		11	
Dinner		23	
First & Last Day of Travel (Meals @ 75%)	Ayres net meals rate reimbursed at 75%	\$30.75	

Reimbursable Expense Schedule (October 1, 2014)

Vendor Supplies - Actual Cost

Aerial mapping	Equipment rental	Models	Shipping/postage (mass migs)
Aerial Photography	Fees/permits/licenses titles	Monuments	Shuttles and taxis
55 gallon drums	Fence posts	Multi-spectral scanner	Smoke bombs
Airfare	Field books	Mylar	Software – project specific
Aluminum cap domes	Filler paper	Nail marker tabs	Soil sample liners
Aluminum caps	Film/development/photos	Nails	Spatulas
Asphalt lab test	Flagging tape	Nuclear Density Meter	Spikes
All terrain vehicles	Flags	On-line access fees	Stake chasers
Baggage fees	Flow testing equipment	On-line survey research	Stake tack
Batteries	Gaskets	Oxygen meter	Survey markers
Bentonite	Generator rental	Paper towels	Syringes
Bid notice fees	Geotechnical testing/lab services	Parking fees	T posts
Binders	GIS data	Permit fees	Teflon bailers
Binding	Gloves (rubber or cloth)	Pipe	Telephone-(employee reimb)
Bluelines/blueprints	GPS equipment	Pipettes	Temporary help agencies
Bleach	Haz Matls Site Database Research	Plan fees	Temporary housing
Boat rental	Hub flags	Plastic bags	Testing kits
Boat ramp fees	Hubs	Plastic-coated line	Toll fees
Camera	Ice	Plats/recording fees	Total station
Car rentals/ fuel	Internet services, faxes	Polyethylene bailers	Traffic control/protection
Carbon dioxide tubes	Lab svcs, testing, supplies	Public info meetings/costs	Traffic counting equipment
Casing	Laser level	Presentation materials	Traffic data fee
Computer flash drives	Lath	Printing/Reproduction	Tubing
Concrete	Legal document costs	Public notice fees	Tyvek Suit
Concrete coring	Legal notice fees	Publications	Ultrasonic/weld testing
Concrete testing/equipment	Light rail fees	Rebar	Utility exploration trenching
Concrete cylinder molds	Locking caps, caps	Recording fees	Vellum
Corner marker pipe	Locking well caps, well caps	Reference materials	Vials
Data research/services/matls	Locks	Research fees	Washers
Decontamination materials	Lumber crayons	Review Fees	Water filters
Disposable bailers	Magic markers	Robotic survey equipment	Water/Sewer testing equip, sup
Disposable cameras	Maps	Rope	Well materials
Disposable gloves	Marking paint	Safety equipment	Well seals
Distilled water	Medical monitoring	Safety supplies	Whiskers
Dividers and tab stock	Medical testing	Sampling Jars	
Drill bits	Meeting room rental	Scans	
Dry-lock fast plugs	Methanol	Shelby tubes	
Duct tape	Micron filters	Shipping fees	

Res. No. _____ - 14 - 15.

By Alderperson Carlson & Heidemann
March 16, 2015

A RESOLUTION authorizing entering into contract with Vinton Construction for street improvement projects on South 32nd Street, New York Avenue, 8th Street and Parking Lot 13.

WHEREAS, the Common Council approved the solicitation of sealed bids for these projects;

WHEREAS, the Purchasing Agent solicited bids and has determined that the low bid meets or exceeds the City's requirements;

WHEREAS, the bids recommended:
South 32nd Street - \$483,796.75
New York Ave - \$308,717.30
North 8th Street - \$106,496
Lot 13 Parking Lot - \$155,768.40

WHEREAS, the Department of Public Works Capital Improvement Projects include South 32nd Street and North 8th Street and the Parking and Transit Commission has approved the construction and funding for New York Ave and Parking Lot 13;

RESOLVED: The City is hereby authorized to enter into contract for street improvements in total of \$1,054,778.45 with Vinton Construction Co.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is authorized to draw orders on Capital Improvement Account 47433140-631200 and Parking Utility Fund Account 65095000-631200 in payment thereof.

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