

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into an Agreement with Sheboygan County Interfaith Organization for use of Fountain Park for the operation of a Summer Farmer’s Market in 2021, 2022, 2023, 2024, and 2025.

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

REPORT DATE: January 18, 2021

MEETING DATE: January 26, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budget Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: Sheboygan County Interfaith Organization (“SCIO”) has operated a farmers market in the City of Sheboygan since 1989 and it has been in Fountain Park since 1999. The market runs from the first Wednesday or first Saturday in June and continues through the later of the last Wednesday or last Saturday in October of each year. The hours of operation are from 7:00 a.m. to 2:00 p.m. A term length of five years is being requested.

STAFF COMMENTS: The Farmers Market is a benefit to the city and its residents and visitors. Having Farmers Market in Fountain Park creates a feeling of an event celebration each Wednesday and Saturday during the summer in our downtown. Not only does it provide the opportunity to purchase fresh vegetables and other items but it also embodies the city’s vision of being family-oriented and a prosperous community with a variety of cultural and recreational opportunities.

The Department of Public Works has a very good relationship with SCIO and their operation of the Farmers Market and recommends continuing the relationship.

ACTION REQUESTED: Motion to recommend Common Council adopt Res. No. 150-20-21 authorizing the appropriate City officials to enter into an Agreement with Sheboygan County Interfaith Organization for use of Fountain Park for the operation of a Summer Farmer’s Market in 2021, 2022, 2023, 2024, and 2025.

ATTACHMENTS:

- I. Res. No. 150-20-21
- II. SCIO Agreement

Res. No. 150-20-21. By Alderpersons Dekker and Sorenson.
January 18, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement with Sheboygan County Interfaith Organization for use of Fountain Park for the operation of a Summer Farmer's Market in 2021, 2022, 2023, 2024, and 2025.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Agreement with Sheboygan County Interfaith Organization for the use of Fountain Park for a Summer Farmer's Market.

Dean Dekker
Brian Sorenson

DW

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN
THE CITY OF SHEBOYGAN, WISCONSIN
AND
SHEBOYGAN COUNTY INTERFAITH ORGANIZATION

REGARDING THE USAGE OF FOUNTAIN PARK FOR A SUMMER FARMER'S
MARKET

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2020 (the "Effective Date"), by and between the City of Sheboygan, Wisconsin (the "City"), a municipal corporation and Sheboygan County Interfaith Organization ("SCIO").

WITNESSETH:

WHEREAS, the City owns certain property bounded on the east by North 8th Street, on the south by Ontario Ave., on the west by North 9th Street, and on the north by Erie Ave. ("Fountain Park"); and

WHEREAS, the City has the authority to rent or lease City-owned property; and

WHEREAS, SCIO has operated a Farmer's Market in the City since 1989; and

WHEREAS, a Farmer's Market is of benefit to the city and its residents and visitors; and

WHEREAS, SCIO desires to operate a Farmer's Market at Fountain Park; and

WHEREAS, it is desirable that the Parties set forth the terms and conditions under which the Farmer's Market will operate at Fountain Park.

NOW THEREFORE, the Parties hereby agree as follows:

1. Term of Agreement

This Agreement shall begin on the Effective Date. It shall cover the Farmer's Market Seasons for 2021, 2022, 2023, 2024, and 2025. It shall continue until December 31, 2025, unless terminated prior to that date pursuant to Section 9(e) or any other provision authorizing termination of the Agreement prior to that date.

2. Usage of Fountain Park

SCIO will operate a Farmer's Market at Fountain Park (other than the amphitheater/band shell area) according to the provisions, terms, and conditions of this Agreement, and in accordance with all applicable laws. A map showing the portion of Fountain Park to be used by SCIO is attached to this Agreement as Exhibit A.

SCIO has inspected the portion of Fountain Park it will be using, and accepts it in its present condition.

SCIO's right to use Fountain Park is a non-exclusive right. Thus, for the avoidance of doubt, nothing in this Agreement prohibits the City from allowing a vendor or group to use a portion of Fountain Park, even during a Day of Use. This includes, but is not limited to, the amphitheater/band shell area in Fountain Park. The City shall make reasonable efforts to inform SCIO when it has allowed a vendor or group to use a portion of Fountain Park. However, failure to inform SCIO that a vendor or group has been allowed to use a portion of Fountain Park shall not result in the City incurring any liability to SCIO or any other organization.

3. Definitions.

- a. Farmer's Market Season: The Farmer's Market shall begin on the earlier of the first Wednesday or first Saturday in June and continue through the later of the last Wednesday or last Saturday in October of each year of this Agreement.¹
- b. Hours of Operation: For each Wednesday and Saturday during the Farmer's Market Season (a "Day of Use"), the exact hours of operations shall be set at the discretion of SCIO, but will not begin before 7:00am and will not end after 2:00pm.

4. SCIO's Responsibilities Related to the Usage of Fountain Park

- a. SCIO shall use the premises for the operation of a farmer's market, including, for the avoidance of doubt, for the sale of produce, processed and prepared food, crafts, and the promotion of health, on each Day of

¹ The Parties note that this Agreement has been executed during a pandemic, in which public health officials have recommended that certain public gatherings be limited. Section 4(f) requires the Farmer's Market comply with all applicable public health guidance in effect on each Day of Use. Section 2 requires the Farmer's Market comply with all applicable laws. This could mean that the Farmer's Market is not permitted to operate until sometime after the beginning of the Farmer's Market Season, as that term is defined in Section 3(a).

Use during the Farmer's Market Season. This shall be the sole purpose of SCIO's usage of Fountain Park under this Agreement.

- b. SCIO shall be responsible for opening the restrooms at Fountain Park at the start of the Farmer's Market and for closing the restrooms at Fountain Park at the end of the Farmer's Market.
- c. SCIO shall not allow any unlawful use of Fountain Park including, but not limited to, driving on grass.
- d. SCIO shall ensure that all necessary licenses, permits, and authorizations required by law for its activities and for the activities of any vendor participating in the Farmer's Market—including from the Sheboygan County Department of Health and Human Services—are obtained.
- e. SCIO shall ensure that all vendors at the Farmer's Market observe and abide by any and all federal, state, county, and city laws, rules, and regulations (including regarding health, sanitation, and fire) applicable to the activities at the farmers' market. For the avoidance of doubt, breach of this provision shall authorize the City to close the Farmer's Market without notice, in addition to any other remedy permitted in this Agreement and under any law or in equity.
- f. SCIO shall comply, and shall ensure its volunteers and visitors using Fountain Park for Farmer's Market purposes comply, with all applicable public health guidance in effect on each Day of Use. This includes, but is not limited to, guidance issued by the Sheboygan County Health Officer, the State of Wisconsin (including the Department of Agriculture, Trade and Consumer Protection), and the federal government (including, but not limited to, the Centers for Disease Control).
- g. SCIO shall ensure that all vendors are assigned to locations such that the vendor's equipment does not damage Fountain Park or any other City property. The City reserves the right to have a vendor change location if the Director of Public Works determines that the vendor's equipment has damaged or is reasonably likely to damage Fountain Park or any other City property.
- h. SCIO shall operate the Farmer's Market in a businesslike manner, and will not permit any acts or conduct on the part of its employees, agents, or volunteers which would be detrimental to the City's interests.

- i. SCIO shall employ, whether for wages or on a volunteer basis, competent, courteous, and efficient help in such numbers as to properly conduct the farmers' market operation.
- j. SCIO shall, at all times during each Day of Use, keep and maintain Fountain Park in a neat, clean, sanitary, and safe condition.
- k. SCIO shall remove, or cause to be removed, in a timely and careful manner, all garbage, rubbish and debris generated at Fountain Park during the Day of Use, including all outside eating areas utilized by the public on the Day of Use. This will occur at the end of each Day of Use, and may include the need for garbage removal during hours of operation of the market. SCIO may use the dumpsters in Fountain Park that are provided by the City.
- l. SCIO shall submit to the City copies of all policies, rules, and regulations that it enacts relative to the operation of the Farmer's Market. SCIO shall follow and abide by such rules and regulations.
- m. SCIO agrees and promises to manage and operate the Farmer's Market in a fair manner and agrees that it will not, on the grounds of race, color, national origin, religion, age, sex, or any other protected class, discriminate against any person or group of persons. SCIO shall maintain, during the term of this Agreement a written policy and process governing selection of vendors. The policy and process shall give equal opportunity to all qualified vendors and contain content-neutral criteria for selection consistent with this Agreement.
- n. During the Term of Agreement, SCIO shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's designated liaison. Such proof of insurance shall list the City as an additional insured.
 - i. Commercial General Liability Insurance — SCIO shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - ii. Workers' Compensation Insurance — SCIO shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements.

This insurance must be primary and non-contributory to any insurance or self-insurance carried by the City. The insurance coverage required

must be provided by an insurance carrier with the "Best" rating of A-VII. All carriers shall be admitted carriers in the State of Wisconsin.

Approval of the insurance by the City shall not relieve or decrease the extent to which SCIO may be held responsible for payment of damages resulting from SCIO's operations under this Agreement. If SCIO fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- o. SCIO shall keep Fountain Park free from any liens arising out of any work performed, materials furnished, or obligations incurred by SCIO.
 - p. In the event Fountain Park is damaged to such an extent as to render Fountain Park unsuitable for use as a Farmer's Market, SCIO shall give the City immediate written notice. The City may, in its sole discretion, repair or rebuild Fountain Park. SCIO shall have no obligation to conduct its Farmer's Market if Fountain Park is damaged to such an extent as to render Fountain Park unsuitable for use as a Farmer's Market, until such time as Fountain Park is rendered suitable for use as a Farmer's Market.
5. Indemnification. To the extent permitted by law, SCIO agrees to indemnify, defend, and hold the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence related to the provision of the Farmer's Market at Fountain Park. SCIO shall reimburse the City, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing this provision. This provision shall survive the termination or expiration of this Agreement.

6. Invoices for Damage. In the event that damage arises as a result of the Farmer's Market, the City will invoice SCIO for such damages. The City will invoice SCIO regardless of whether the damage was caused by SCIO directly, by a vendor at the Farmer's Market, or by a patron of the Farmer's Market. Within thirty (30) days of receipt of the invoice for damage, SCIO shall remit payment to the City. If SCIO fails to remit payment to the City within that time period, the Director of Public Works may—in addition to any other remedy available in law or equity—prohibit SCIO from using Fountain Park for the Farmer's Market until the invoice is paid.

7. The City's Responsibilities Related to this Agreement

- a. Permits. Each year, prior to the beginning of the Farmer's Market Season, within thirty (30) days of SCIO's request, the City shall issue SCIO a permit for the Days of Use for that year.
- b. Liaison. The Director of Public Works shall appoint a staff person as a liaison to SCIO with respect to this Agreement.
- c. Maintenance. The City shall maintain, at its sole expense, Fountain Park, and shall keep the same in good condition and repair, except that the City shall not be responsible for repair of any damage resulting from the Farmer's Market.

8. Improvements / Modifications to Fountain Park by SCIO. Any park improvements or modification projects planned to be performed, contracted for, or supervised by SCIO at Fountain Park shall be submitted in writing to the City in advance for approval. Proposals shall contain a description of the planned project and be accompanied by drawings appropriate for the scale of the project, along with a funding plan outlining the project expenses and sources of funding. SCIO shall be responsible for obtaining all required permits and inspections, and for paying all associated fees.

Depending on the nature of the proposed improvement, approval may be possible by Staff, or approval may require the consent of the Public Works Committee or the Common Council. The City agrees to promptly review any proposal, but cannot and does not guarantee a final answer within a certain period of time.

Any approved park improvements or modifications shall be free and clear of all liens and encumbrances, and shall attach to the real estate and become the property of the City.

Unless otherwise agreed to in writing by the City and SCIO, SCIO is responsible for all expenses during the Term of this Agreement which are related to any park improvements or modifications that occur at the request of SCIO.

9. Miscellaneous Provisions

a. Independent Contractor. The Parties agree that SCIO's use of Fountain Park pursuant to this Agreement is as an independent contractor and not as a department of the City. Further, SCIO employees, agents, and volunteers are not employees of the City.

b. Assignment of Interests.

SCIO shall not, either directly or indirectly, assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest therein, and shall not lease or sublet the property it is using without the prior written consent of the City, which shall be in the City's sole discretion; and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Agreement.

SCIO may allow vendors to use a portion of the Fountain Park property it is renting from the City under this Agreement without the specific separate consent of the City.

No consent by the City to any assignment, lease, or sublet by SCIO shall relieve SCIO of any obligation to be performed by them under this Agreement, whether occurring before or after such consent, assignment, lease, or sublet. The consent by the City to any assignment, lease, or sublet shall not relieve SCIO from obligation to obtain the City's express written consent to any other assignment, lease, or sublet. Consenting to one assignment, sublet, or other transfer shall not be deemed to constitute consent to any subsequent assignment, lease, sublease, or transfer.

c. Waiver. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. Any waiver of any term of this Agreement must be in writing. No waiver by any part of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

- d. Right of Entry. For the avoidance of doubt, the City reserves, and shall at any time, have the right to enter and inspect Fountain Park at any time for any reason.
- e. Termination.
- i. Either Party may terminate this Agreement for any reason by providing written notice to the other Party before the end of the Farmers' Market Season. Such termination shall occur December 31 of the calendar year.
 - ii. In the event one party breaches this Agreement, including any covenant, agreement, commitment, or condition contained in this Agreement, the other party shall have the right—in addition to all other rights or remedies which it may have at law or in equity—to terminate the Agreement upon written notice. The breaching party shall have ten (10) calendar days from the receipt of the termination notice to submit a plan for a cure acceptable to the other party, which approval shall not be unreasonably withheld.
- f. Notices. All Notices under this Agreement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to the City and to SCIO at the addresses set forth below, or at such other address as one party may request by written notice to the other party. Notices mailed shall be deemed given upon receipt.

For the City: City Clerk
 City of Sheboygan
 828 Center Ave.
 Sheboygan, WI 53083

For SCIO: Lisa Stephan
 Sheboygan County Interfaith Organization
 1251 Geele Ave.
 Sheboygan, WI 53083

- g. Entire Agreement. This Agreement contains the entire Agreement between the Parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it

held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- h. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and SCIO.
- i. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in Sheboygan Circuit Court, Sheboygan County, Wisconsin.
- j. Taxes. SCIO shall be responsible for any taxes that arise as a result of its usage of Fountain Park pursuant to this Agreement.
- k. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- l. Intent to be Bound. The Parties each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

- m. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and SCIO. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

SHEBOYGAN COUNTY INTERFAITH ORGANIZATION

BY: _____
Michael J. Vandersteen, Mayor

BY: _____
Lisa Stephan, Executive Director

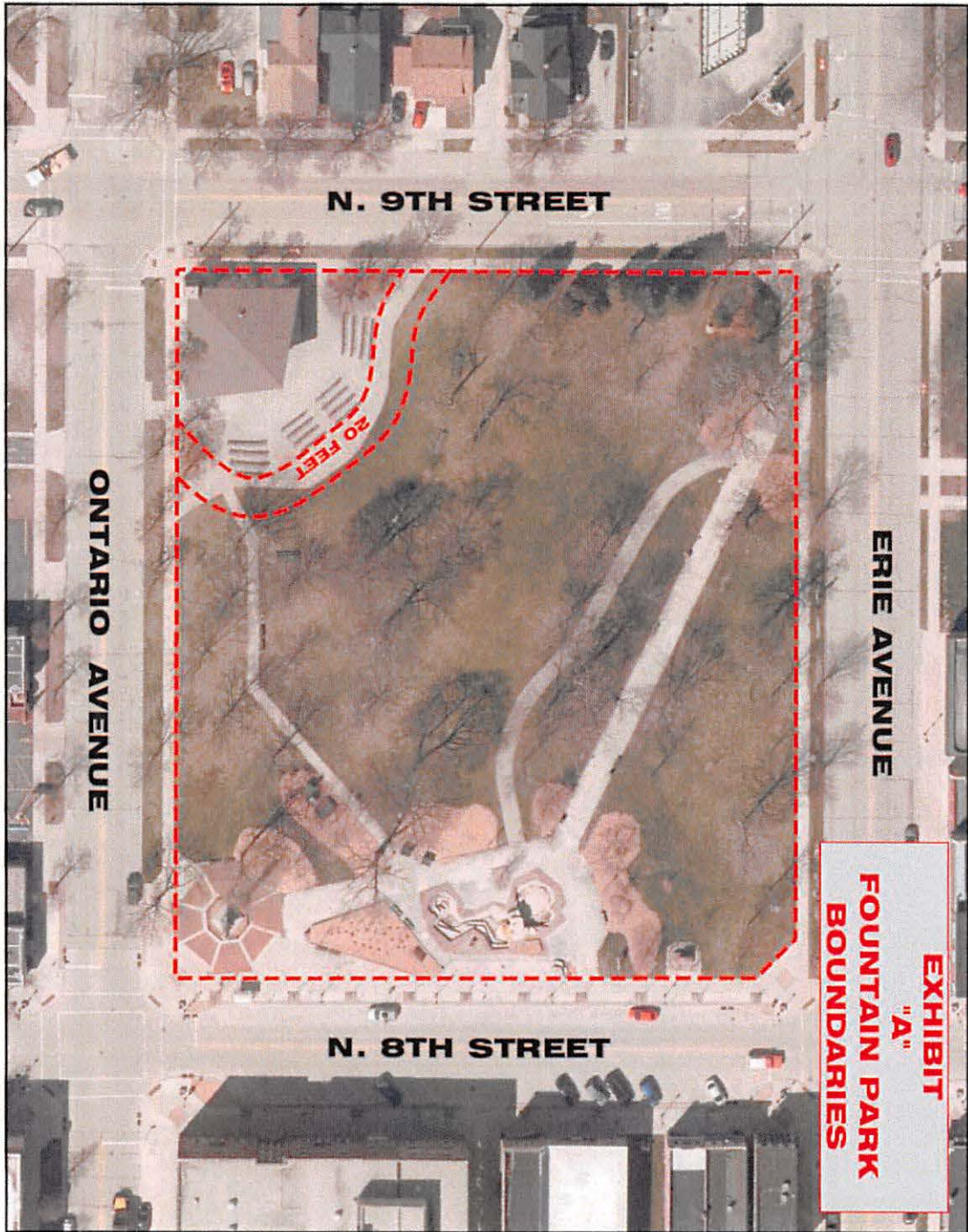
ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

DATE: _____

Signature Page to Agreement between the City of Sheboygan, Wisconsin and Sheboygan County Interfaith Organization Regarding the Usage of Fountain Park for a Summer Farmer's Market

Authorized by Res. No. _____



III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 152 - 20 - 21. By Alderpersons Dekker and Sorenson.
January 26, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Foth Infrastructure and Environment, LLC in substantially similar form to that attached, for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds not to exceed \$273,000 from Account No. 60134110-649200 in payment of this Agreement with Foth Infrastructure and Environment, LLC.

BE IT FURTHER RESOLVED: That the director of public works or the director's designee is appointed as the City's Authorized Representative pursuant to Section 2.2 of the contract with Foth Infrastructure and Environment, LLC.

PW

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 SERVICES

Project Title (the "Project"): Southside Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Design

FOTH Project Number: _____

CLIENT Project Number: (If applicable) _____

This Agreement for Services (hereinafter "Agreement") is made and entered into this _____ day of _____, _____, by and between FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, (hereinafter "Consultant") and City of Sheboygan, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan

Address: Department of Public Works, 2026 New Jersey Avenue, Sheboygan WI 53081-4714

Phone No: 920-459-3368

Email Address: Ryan.Sazama@sheboyganwi.gov

Scope of Services:

Client hereby agrees to retain Consultant to perform the following design and construction services for Alternative 2, as described in the SIS Feasibility Study dated November 2020, prepared by Foth Infrastructure & Environment, LLC.

Phase	Estimated Fee
1 Bluff and Shore Field Bathometry Surveys	\$30,000 - \$34,000
2 Road/MH Preliminary Design	\$56,000 - \$60,000
3 Shoreline Coastal/Structural Prel. Design	\$41,000 - \$43,000
4 Final Road/MH Design	\$51,000 - \$54,000
5 Final Shoreline Coastal/Structural Design	\$49,000 - \$54,000
6 Bidding Phase though Award Recommendation	\$25,000 - \$28,000
7 Construction Services	Hourly, Estimate TBD
Total Estimated Engineering Design Fee Range	\$ 252,000 - \$ 273,000

Schedule:

Services shall be performed according to the following schedule:

Phase	Duration	Time Frame
Field Survey/Preliminary Design	3 Months	February – April 2021
Final Design	2 Months	May – June 2021
Bidding Administration	1 Month	July 2021
Construction	13 Months	September 2021 – September 2022

Compensation:

In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

Lump-Sum in the amount of \$ _____ .00

Unit Cost/Time Charges (Standard Rates)

Other as stated here: Design fees to be invoiced on an hourly basis as summarized in the above scope estimated fee ranges per the 2021 standard rate sheet in Exhibit A. Construction fees will also be invoice per the standard hourly rates for 2021 and 2022, respectively. An updated estimate for construction administration fees will be provided upon design completion once the extent of improvements have been

defined. It is recommended the City budget approximately \$120,000 for 2021 and \$130,000 in 2022 for a total of \$250,000 for construction administration services.

Special Conditions (if any):

None.

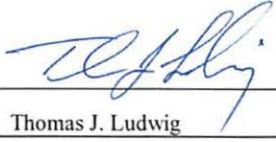
The attached Agreement for Services Standard Terms and Conditions is made a part hereof and incorporated into this Agreement.


IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: _____
Name (printed): _____
Title: _____
Date: _____

CONSULTANT

Signed: 
Name (printed): Thomas J. Ludwig
Title: State Operations Director
Date: 12/22/2020

Signed: 
Name (printed): Andrew M. Schultz
Title: Project Manager
Date: 12/22/2020

**AGREEMENT FOR SERVICES
STANDARD TERMS AND CONDITIONS**

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any 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 makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

1.2 Compliance with Laws - In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

4.2 Waiver of Subrogation - To the extent permitted by the parties' respective insurance policies in place on the effective date of this Agreement and subsequently renewed on the same or substantially similar terms¹, both parties hereby waive all rights against each other for recovery of any damages caused by casualty or other perils to the extent covered by that party's insurance (i.e., damage to the Client covered by the Client's insurance and damage to Consultant covered by Consultant's insurance) applicable to the work done pursuant to this Agreement, except such rights as the party may have to the proceeds of the insurance and to the extent necessary to recover amounts relating to deductibles or self-insured retentions applicable to insured losses.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and defend Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, and liabilities, including legal fees and expenses, for third party claims of bodily injury, sickness, or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 *et seq.*, as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

¹ While neither party expects the Client's insurance policy through Municipal Property Insurance Company ("MPIC") to be relevant to this Agreement, the parties note that the Client cannot waive subrogation of its MPIC policy.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the invoiced Services and payment in full of all monies due to Consultant on such invoice. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission.

Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project - Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods,

techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

13.1 Insufficient Funding Termination - If funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding. Client will provide at least thirty (30) days written notice of such termination. Client will ensure reasonable efforts to ensure appropriated funds are available.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

14.1 Notices - Any notice required by this Agreement shall be made in writing to the individuals and addresses specified below:

- i. City of Sheboygan: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, WI 53083
- ii. Foth Infrastructure & Environment, LLC : 2121 Innovation Ct., Suite 300, De Pere, WI 54115 Attn: Chief Risk Officer
- iii. Nothing in this Section shall be construed as limiting or prohibiting communication between the parties in the ordinary course of the Agreement.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

15.1 Open Records - Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law resulting from Consultant's action or inaction with respect to public records in its sole control. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant's schedule and compensation under this Agreement will be equitably adjusted in the event of any such delay.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

Exhibit A

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2021 STANDARD HOURLY RATE SCHEDULE**

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
Director	\$202.00	Project Scientist II	\$143.00
Project Manager IV	\$199.00	Project Scientist I	\$117.00
Project Manager III	\$190.00	Technology Manager	\$168.00
Project Manager II	\$181.00	Lead Technician	\$145.00
Project Manager I	\$173.00	Technician VI	\$137.00
Lead Project Engineer	\$190.00	Technician V	\$133.00
Project Engineer IV	\$175.00	Technician IV	\$122.00
Project Engineer III	\$164.00	Technician III	\$111.00
Project Engineer II	\$153.00	Technician II	\$ 97.00
Project Engineer I	\$143.00	Technician I	\$ 80.00
Staff Engineer IV	\$142.00	Construction Manager	\$168.00
Staff Engineer III	\$134.00	Land Surveyor IV	\$168.00
Staff Engineer II	\$126.00	Land Surveyor III	\$156.00
Staff Engineer I	\$117.00	Land Surveyor II	\$146.00
Planner IV	\$188.00	Land Surveyor I	\$134.00
Planner III	\$161.00	Project Administrator II	\$ 98.00
Planner II	\$135.00	Project Administrator I	\$ 78.00
Planner I	\$117.00	Administrative Assistant	\$ 60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2021. Rates subject to change annually on January 1.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: January 22, 2021

MEETING DATE: January 26, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 60134110-649200
Budget Summary: Wastewater –
Sanitary Equipment
Replacement
Budget Expenditure: \$273,000.00
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: In 2020 the Department of Public Works hired Foth Infrastructure and Environment, LLC to analyze the existing 1936 sanitary interceptor sewer located along the south side Lake Michigan shoreline. From this analysis it was determined that the existing sanitary sewer should be cleaned, armament placed around manhole structures for protection from wave action/erosion, manhole rehabilitation and that an access road should be constructed so that future maintenance will be much easier. This proposed contract will provide the estimate, specifications and construction documents so that the Department of Public Works can bid this work to various contractors.

STAFF COMMENTS: The Department of Public Works has been working with Foth Infrastructure and Environment LLC since 2020 on the analysis of the 1936 sanitary interceptor sewer located along the south side Lake Michigan shoreline. Based on the consultants qualifications and experience City staff felt that Foth Infrastructure and Environment, LLC. is the most qualified for this next design phase.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 152-20-21 authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

ATTACHMENTS:

- I. Res. No. 152-20-21

- II. Agreement for services
- III. Cover Letter and Detail Scope



Ballpark Commons Office Building
7044 South Ballpark Drive, Suite 200
Franklin WI, 53132
(414) 336-7900
www.foth.com

December 22, 2020

David Biebel
Director of Public Works
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Ryan Sazama, PE, AIA
City Engineer
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Dear Mr. Biebel and Mr. Sazama,

RE: Southside Interceptor System (SIS) Rehab/Access Road/Shoreline Protection
Proposed Design Contract

The partnership developed between the City and Foth over the past year has been a great success. Working with you and your staff, we were able to perform field investigations, a condition assessment, flow metering, and analyze the hydraulic capacity of this relatively old infrastructure asset, which culminated in the preparation of the Southside Interceptor System Feasibility Report (Report). As you are aware, the overall findings of the Report were very favorable; however, there are several infrastructure needs that pose an immediate high level of risk to the system.

The major SIS positive findings are the following:

- The existing capacity of the interceptor pipe can accommodate at least up to a 50 year storm without basement back-ups or manhole overflows. This is exceptional when compared to other similar systems of this size.
- The pipe, although over 80 years old, is in very good structural condition and does not require structural rehab at this time.

The major SIS infrastructure high-risk needs are the following:

- The majority of the manhole structures are in need of improvements and protection. Riser replacement, structure raising, and significant armorment needs to be put in place to combat rising lake levels and rapid erosion around structures to avoid imminent failure.
- Maintenance vehicle/equipment access has been completely cut-off south of High Ave. due to the rising lake levels. An engineered revetment/maintenance road needs to be designed and constructed along this stretch of the SIS to allow for proper access, improvements, and to protect/armor the eroding shoreline.

- Debris has built-up in the interceptor and is starting to restrict flow, mainly south of High Ave, where the pipe is not currently accessible for cleaning. Once access can be gained, the debris needs to be removed to maintain the SIS capacity.

The recommended alternative in the Report, Alternative #2-Clean Existing Interceptor/MH Improvements/Road, addresses the above listed immediate high-risk items. Figures in the Report illustrate and describe the project in further detail. We propose the following project design scope for your approval:

Phase 1: Bluff and Shore Field Bathometry Surveys

- Topographic and utilities
- Shoreline zone

Phase 2: Road/MH Preliminary Design

- Access road alignment & layout
- Manhole improvement details
- Permits - initial correspondence
- Regulatory agency meetings – initial
- Contractor/vendor reviews
- Preliminary construction cost estimate

Phase 3: Shoreline Coastal/Structural Preliminary Design

- Shoreline & MH structure revetment & armorment calcs and details
- Permits - initial correspondence
- Regulatory agency meetings – initial
- Contractor/vendor reviews
- Preliminary construction cost estimate

Phase 4: Final Road/MH Design

- 90% to final - access road alignment & layout
- 90% to final - plans, specification, & cost estimate
- Permits – applications submitted
- Regulatory agency meetings

Phase 5: Final Shoreline Coastal/Structural Design

- 90% to final – shoreline & MH structure revetment/armorment design
- 90% to final - plans, specification, & cost estimate
- Permits – applications submitted
- Regulatory agency meetings

Phase 6: Bidding Phase through Award Recommendation

- Attendance at public informational meeting(s) – as needed
- Full Bid Document Package
- Advertise for bid and project walkthrough
- Bid support and addenda
- Bid opening
- Bid review and award recommendation
- Contract document support

Phase 7: Construction Services

- Note: scope/tasks to be detailed following final design and permit regulatory requirements; however, an estimated fee range is provided for budgetary purposes.

A high level of communication is critical for a successful project of this nature. Throughout the enumerated phases/tasks multiple site visits and formal/informal meetings (in-person & virtual) will take place. City staff along with regulatory agencies will be involved in these meetings throughout the process. All efforts and expenses in this regard are included in our estimated design fees.

The attached Agreement for Services itemizes our level of design effort and associated estimated fee range. We are providing the ranges due to the unknowns associated with the detailed field survey findings, unknown number of meetings throughout, and regulatory agency requirements that will affect the final design. Our anticipated schedule to complete this design is also summarized in the attached.

As you are aware, Foth is currently in the process of submitting grant/funding applications for the Alternate 2 design and construction work. The applications are currently in review periods with the applicable agencies. We are optimistic that substantial funds will be made available to the City in both grant dollars and low interest loans (with a level of principal forgiveness).

It is understood that the above mentioned design services will be provided under the attached contract and that Foth will proceed upon City approval.

Thanks again for allowing us to team with you on this complex engineering challenge. If you have any questions regarding our proposal, please call me at (414) 336-7905.

Sincerely,
Foth Infrastructure & Environment, LLC



Thomas J. Ludwig, P.E.
Principal Engineer / Client Director



Dale R. Broeckert, P.E.
Project Manager

Attached:

1. Agreement for Services - Southside Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Design
 - Includes Design Fees and Schedule

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Quarterly benchmarks

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

REPORT DATE: January 22, 2021

MEETING DATE: January 26, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: As part of the annual budgeting process, the Department of Public Works has developed performance benchmarks to track progress of the department's activities.

STAFF COMMENTS: Due to the seasonal nature of many of the services provided by the Department of Public Works, many items that are benchmarked are currently not available for this report. The benchmark report encompasses information from Streets & Sanitation, Motor Vehicle, Parks & Forestry, Facilities & Traffic, Engineering, and Wastewater.

ACTION REQUESTED: For informational purposes only

ATTACHMENTS:

- I. Report of benchmark measurements

City Hall

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Number of work orders	15		N/A	15	77	N/A

Civil Defense

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Sirens operational percentage	100%		100%	100%	97%	100%

Engineering

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Plans reviewed within two weeks of submission	150/ 100%		150 / 100%	8 / 100%	32 / 100%	150 / 100%
City maps updated annually	18		14	4	14	14

MSB - Maintenance

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Number of work orders	21		11	17	90	11

Streets, Alleys and Sidewalk

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Crack and joint filling footages (LF)	33,084	0	38,051	3,385	39,143	30,000
Yards of concrete installed	1,348	233.5	1,511.3	77.75	1,930.8	1,200
Tons of asphalts installed	11,519.9	211.63	5,409	1,100.22	6,609.3	9,000
Potholes – cold mix (Tons)	72.5	10	161	0	54	100
Potholes – hot mix (Tons)	232.4	9	214	31	154	200
Linear feet of streets improved	38,016		15,840	477	8,134	26,400

Effectiveness

Increase PASER rating	6.01		6.25	6.25	6.25	6.20
Response to pothole repair requests within 2 days	100%		100%	100%	96%	100%

Storm Water Management

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Catch basins debris removed (Tons)	337.78	4.72	101.72	39.53	153.21	400
Storm sewer jetting footages (LF)	15,143	559	18,104	366	24,366	15,000
Storm sewer television footages (LF)	12,245	485	17,843	646	23,300	10,000
Number of catch basins replaced		2	30	2	28	30

Bridges

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Number of bridges inspected	16		16	0	8	16
Number of bridges sealed	9		7	0	6	9

Snow and Ice Control

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Number of operations	15	6	20	3	10	25
Salt used (Tons)	2,925	624	3,212	356	1,701	
Average snowfall per event (Inches)	2.50	1.83	3.45	2.3	3.4	2.00
Brine Used (Gallons)		0		0		

Efficiency

Average hours per event	17	14	9	17	21	9
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Effectiveness

Percentage of operations in which snow is removed within 24 hours after the event	92%	N/A	80%	100%	100%	80%
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Traffic Control Signs

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Number of signs replaced	847	57	637	269	697	1,000
Number of new signs	689	172	1,015	49	713	1,300
Damaged mailboxes repaired/replaced	46	2	22	4	24	50
Traffic Arrow/Stop-Bars/Crosswalk painted	1,618	0	1,678	61	1,599	1,730

Solid Waste

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Garbage collected (Tons)	13,505.47	3,778.05	12,281.94	3,295.4	12,948.04	10,000

Street Cleaning

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Miles swept	4,870	1693	4,916	2236	6,464	8,000
Tons of debris collected	723.2	24	813	3.09	896.1	750

Efficiency

Percent of streets swept every 6 weeks	100%		100%	100%	100%	100%
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Weed Control

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Nuisance notices issued	226	6	210	3	194	200
Number of non-compliant lots cut by city staff	26	0	25	3	20	25

Residential Drop-Off

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Yard waste hauled (Tons)	2,830.18	951	2,769	1,136	3,566	2,500
Tire disposal	182	55	179	36	126	100
Scrap metals collected (Tons)	234.8	79.81	249	103.67	321.3	140
Oil collected (Gallons)	10,700	2380	10,990	3,640	12,485	5,000
Branch grinding (Dollars)	\$17,890	\$3,100	\$18,290	\$4,295	\$33,011	\$20,000

Cemetery

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Linear feet of road re-paved	0		1,250	0	0	1,270
Number of trees removed	10		10	0	0	10
Number of trees planted	6		10	0	0	10

Parks

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Number of parks	36		36	36	36	36
Acres of mowed public land	119		119	119	119	119
Miles of paved off-road trails	2.5		9.6	8.8	8.8	0
New trees planted in parks	50		10	94	94	10

Forestry

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Trees planted (Street)	21	5	535	0	382	500
Trees removed (Street)	610	119	744	113	1,101	600
Trees elevated (Street)	1,872	680	1,744	165	1,845	1,500

Efficiency

Percent of trees trimmed once every 8 years	100%		100%	0%	0%	100%
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Effectiveness

Tree City USA designation	Yes	Yes	Yes	Yes	Yes	Yes
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Park, Forestry and Open Space Fund

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Number of parks with Splash Pads	3		3	3	3	3
Number of non-Ash gap street trees planted	25		620	0	382	500
Number of non-Ash street trees removed	125		500	57	389	500
Number of Ash trees removed	467		750	56	712	750
Number of Ash trees treated	1,000		800	0	800	800

Motor Vehicle Fund

Measurements Workload	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Preventative maintenance completion rate	69.3%	74%	80.7%	80%	81.8%	
Age of fleet (Years)	9.2		9.5	10.6	10.6	9.5

Recycling Utility Fund

Measurements Effectiveness	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Recycling collected (Tons)	3582.34	852.11	3,302.94	883.55	3,487.75	3,000.00
Material recovery rate	26.7%	22.6%	26.9%	21.1%	21.2%	30%

Wastewater Utility Fund

Measurements Effectiveness	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Number of violations of WPDES permit limits	1	0	0	0	0	0
CMAR score	B		A	A	A	A

Boat Facilities Fund

Measurements Effectiveness	2018 Actual	2019 Q4	2019 Actual	2020 Q4	YTD 2020	2020 Goals
Repair Requests	3		3	0	2	3
Occupancy Rate of boat docks	80%		50%		61%	80%