

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to execute a Memorandum of Understanding with AdvocateAurora regarding the terms and understandings between the parties with regard to the location, construction, and fiscal responsibilities for infrastructure improvements associated with the development of the new AdvocateAurora Hospital located on the parcel northwest of the intersection of Taylor Drive and Union Avenue.

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

REPORT DATE: July 21, 2020

MEETING DATE: July 28, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: This MOU (Memorandum of Understanding) is a result of negotiations between the Department of Public Works and Aurora officials regarding the location, construction, and fiscal responsibility for the infrastructure improvements associated with the new hospital.

STAFF COMMENTS: The Aurora Hospital Project will result in increased vehicular demand on Union Avenue. The City of Sheboygan was given the lead role of reviewing and approving the public infrastructure improvements pursuant to the Intergovernmental Cooperative Agreement between the City of Sheboygan and the Village of Kohler. This agreement ensures that final improvements in the area will provide the most efficient and safe design for employees, customers, and residents.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 59-20-21 authorizing the appropriate City officials to execute a Memorandum of Understanding with AdvocateAurora regarding the terms and understandings between the parties with regard to the location, construction, and fiscal responsibilities for infrastructure improvements associated with the development of the new AdvocateAurora Hospital located on the parcel northwest of the intersection of Taylor Drive and Union Avenue.

ATTACHMENTS:

- I. Res. No. 59-20-21
- II. Memorandum of Understanding
- III. Intergovernmental Cooperative Agreement

III

4.3

Res. No. 59 - 20 - 21. By Alderpersons Sorenson and Dekker. July 20, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with AdvocateAurora regarding the terms and understandings between the parties with regard to the location, construction, and fiscal responsibilities for infrastructure improvements associated with the development of the new AdvocateAurora Hospital located on the parcel northwest of the intersection of Taylor Drive and Union Avenue.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Memorandum of Understanding between the City of Sheboygan and AdvocateAurora, a copy of which is attached hereto and incorporated herein.

PD

Dean Dekker

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

Memorandum of Understanding

Between

AdvocateAurora

and

City of Sheboygan

Purpose

This Memorandum of Understanding (“MOU”) sets forth the terms and understandings between the parties with regard to the location, construction, and fiscal responsibilities for infrastructure improvements associated with the development of the new AdvocateAurora Hospital located on the parcel northwest of the intersection of Taylor Drive and Union Avenue in Sheboygan County. Such understanding includes each party’s financial commitment to the infrastructure improvements and an agreement regarding the plan set approved for construction and related project specifications. This MOU is intended to be interpretive of the parties’ understanding of their respective agreements and commitments, but is not intended to in any way modify any prior contracts or agreements between the parties or the Intergovernmental Cooperative Agreement for the Development and Operation of Aurora Medical Center Sheboygan County entered into by the City of Sheboygan, the Sheboygan Water Utility, and the Village of Kohler (“IGA”). Any conflict between this MOU and any such agreements shall be resolved in favor of those agreements.

Background

The Advocate/Aurora Hospital Project will result in increased vehicular demand on Union Avenue. The City of Sheboygan, which was given the lead role of reviewing and approving public infrastructure improvements pursuant to the IGA, wants to ensure that final improvements in the area will provide the most efficient and safe design for employees, customers, and residents.

In taking on that role, the City reviewed several design considerations with AdvocateAurora, and the parties ultimately agreed on a design that is based upon solid design practices and a careful traffic impact analysis. This MOU identifies those elements or sections of infrastructure for which the cost will be borne by each party using color code identification added to the overall site design sheets provided by Graef-USA, Inc. (“Graef”), the designers of the agreed upon improvements.

Section 1

1. The parties agree that the overall site design sheets provided by Graef Engineers, which are attached to this agreement as Exhibit A, including the color coding thereupon, are hereby incorporated as part of this MOU.
2. Regardless of the color code identification, AdvocateAurora, which has hired M.A.

Mortenson Company as its general contractor/project manager, is fully responsible for the successful contracting and construction of the entire project as shown in the design plans for construction created by Graef Engineers.

3. Green highlighted sections on the overall design sheers represent areas of AdvocateAurora's financial responsibility, and are projected to cost approximately \$4.3 million.

4. Blue highlighted sections on the overall design sheers represent the areas of the City's financial responsibility, and are projected to cost approximately \$670,000.

5. Red highlighted sections represent neighboring property impacts and represent areas of AdvocateAurora's financial responsibility. This section is designed to effectuate the agreement indicated in a July 10, 2020 email from Mr. Patrick Lyons, Director, Planning, Design and Construction for AdvocateAurora to David Biebel, the City's Director of Public Works.

6. A spreadsheet with the projected breakdown of costs of each highlighted section is attached as "Exhibit B."

7. The City of Sheboygan agrees to provide construction inspection on the project to ensure project design and specifications are met. The City shall not be responsible for contractor direction, unless consulted for guidance and approvals. Contractor direction will be the responsibility of AdvocateAurora and its general contractor/project manager. Approvals from the City of Sheboygan will be in writing from the Director of Public Works or his/her designee.

8. The City of Sheboygan agrees to allow the complete shutdown of the Taylor Drive and Union Avenue intersection until the repaving is ready for traffic. The intersection may operate, under traffic, with temporary signals until new traffic signals and standards are installed. The City of Sheboygan will not be responsible for any contractor claims for material delays or cold weather construction.

9. Any change orders to this contract that substantially increase the costs of this project and any associated contracts shall be reviewed by the City prior to executing said change. Failure to communicate or review changes with the City of Sheboygan Director of Public Works or his/her designee that affect the design, costs and timing, shall result in AdvocateAurora and its general contractor/project manager Mortensen absorbing all costs associated with the change order.

10. The City of Sheboygan agrees to make monthly payments for the cost of the work under the City of Sheboygan's responsibility.

Section 2

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

Section 3

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

Section 4

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

<signatures appear on the following page>

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

CITY OF SHEBOYGAN:

By:

Michael J. Vandersteen, Mayor

Date

Attest:

Meredith De Bruin, City Clerk

Date

Signatures authorized pursuant to Res. ____-20-21.

ADVOCATEAURORA:

By:

Date

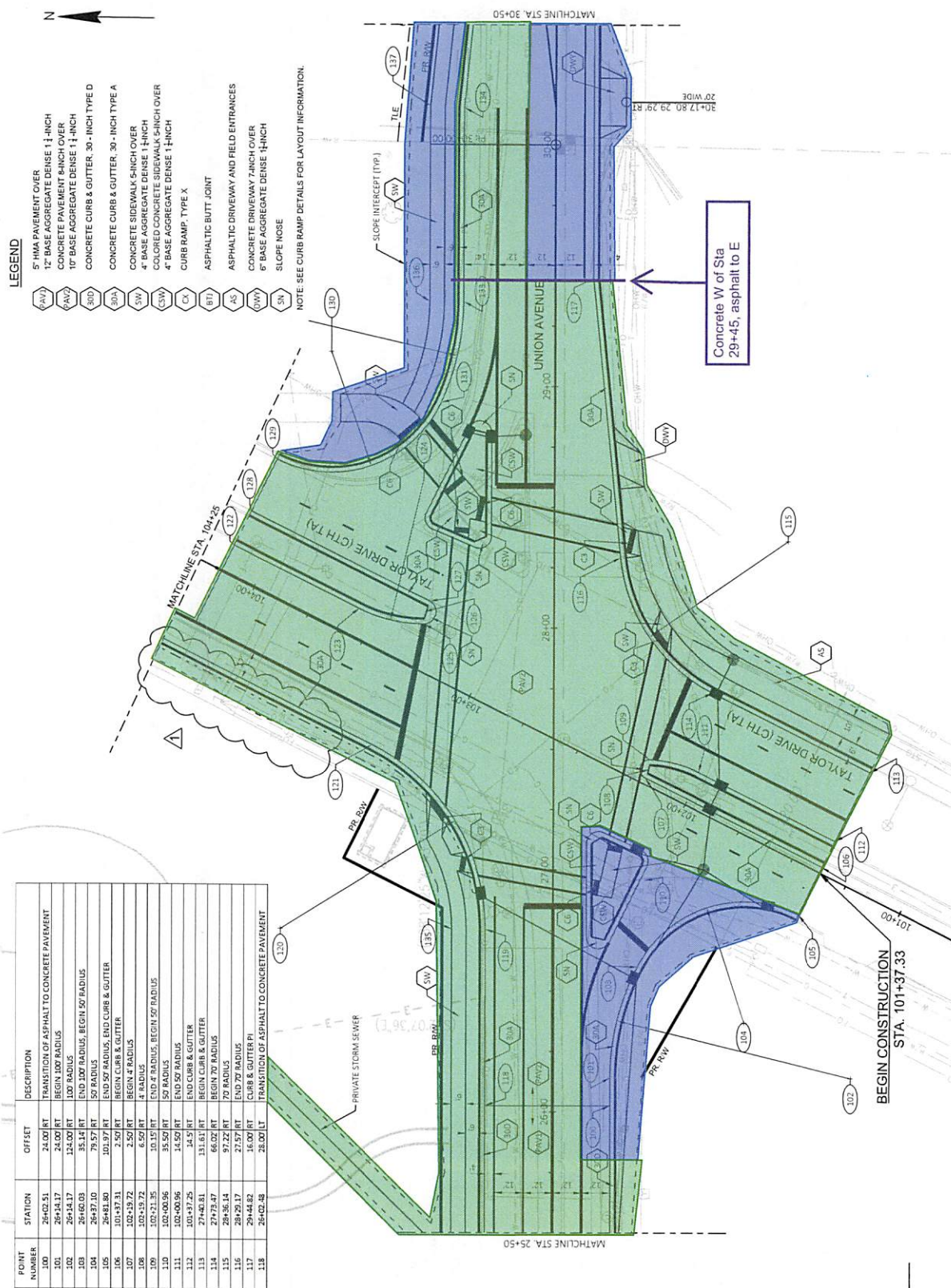
Date



NO.	DESCRIPTION	DATE
1	CR-001	05/14/2020

PROJECT NO. 2017-0154
 PLAN DETAILS
 DATE: October 18, 2016
 CP-3

R164
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LEGEND

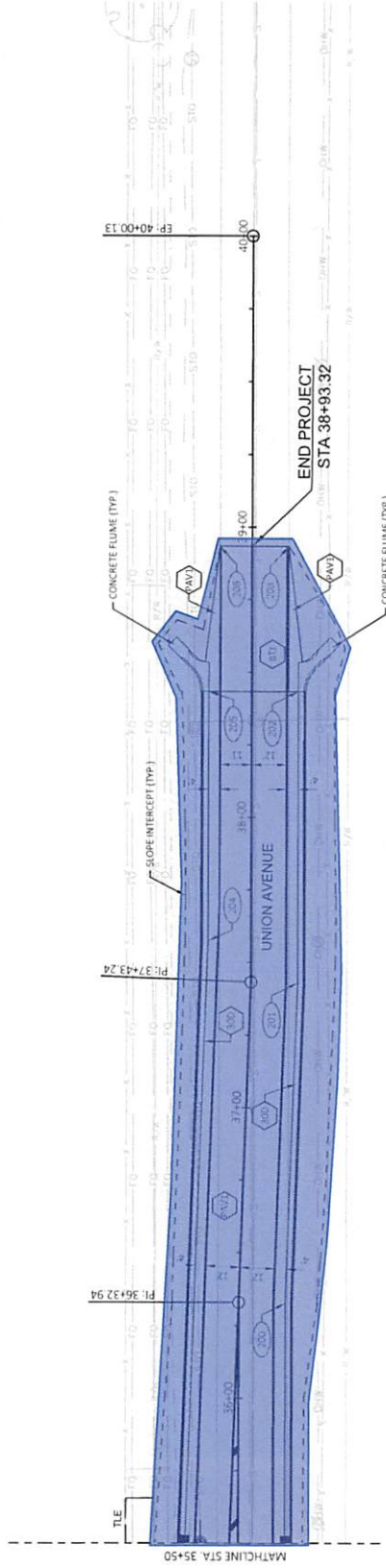
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- PAV2 12" BASE AGGREGATE DENSE 1 1/2-INCH
- PAV3 CONCRETE PAVEMENT 8-INCH OVER
- PAV4 10" BASE AGGREGATE DENSE 1 1/2-INCH
- 30D CONCRETE CURB & GUTTER, 30-INCH TYPE D
- 30A CONCRETE CURB & GUTTER, 30-INCH TYPE A
- 30B CONCRETE SIDEWALK 5-INCH OVER
- 30C 4" BASE AGGREGATE DENSE 1 1/2-INCH
- 30D COLORED CONCRETE SIDEWALK 5-INCH OVER
- 30E 4" BASE AGGREGATE DENSE 1 1/2-INCH
- 30F CURB RAMP, TYPE X
- 30G ASPHALTIC BUTT JOINT
- 30H ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- 30I CONCRETE DRIVEWAY 2-INCH OVER
- 30J 6" BASE AGGREGATE DENSE 1 1/2-INCH
- 30K SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

POINT NUMBER	STATION	OFFSET	DESCRIPTION
100	26+02.51	24.00' RT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT
101	26+14.17	24.00' RT	BEGIN 100' RADIUS
102	26+14.17	124.00' RT	100' RADIUS
103	26+60.03	35.14' RT	END 100' RADIUS, BEGIN 50' RADIUS
104	26+37.10	79.57' RT	50' RADIUS
105	26+81.80	101.57' RT	END 50' RADIUS, END CURB & GUTTER
106	101+37.31	2.50' RT	BEGIN CURB & GUTTER
107	102+19.72	2.50' RT	BEGIN 4' RADIUS
108	102+19.72	6.50' RT	4' RADIUS
109	102+21.35	10.15' RT	END 4' RADIUS, BEGIN 50' RADIUS
110	102+00.96	35.50' RT	50' RADIUS
111	102+00.96	14.50' RT	END 50' RADIUS
112	102+00.96	13.5' RT	END CURB & GUTTER
113	27+40.42	131.5' RT	BEGIN 70' RADIUS
114	27+78.47	66.02' RT	70' RADIUS
115	28+36.14	92.22' RT	END 70' RADIUS
116	28+20.17	27.57' RT	CLRB & GUTTER PI
117	29+44.82	16.00' RT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT
118	26+02.48	28.00' LT	



POINT NUMBER	STATION	OFFSET	DESCRIPTION
200	36+32.65	16.00' RT	CURB & GUTTER PI
201	37+43.24	16.00' RT	CURB & GUTTER PI
202	38+43.34	16.00' RT	END CURB & GUTTER
203	38+93.34	12.64' RT	END BUTT JOINT
204	37+57.34	15.00' LT	CURB & GUTTER PI
205	38+43.30	15.00' LT	END CURB & GUTTER
206	38+93.31	11.12' LT	END BUTT JOINT



- LEGEND**
- 6V1) 5" HMA PAVEMENT OVER
 - 6V2) 12" BASE AGGREGATE DENSE 1 1/2" INCH
 - 6V3) CONCRETE PAVEMENT 8 INCH OVER
 - 30D) 10" BASE AGGREGATE DENSE 1 1/2" INCH
 - 30A) CONCRETE CURB & GUTTER, 30" - INCH TYPE D
 - 3W) CONCRETE CURB & GUTTER, 30" - INCH TYPE A
 - 3SW) CONCRETE SIDEWALK, 8 INCH OVER
 - CX) COLORED CONCRETE SIDEWALK, 8 INCH OVER
 - 6T) 4" BASE AGGREGATE DENSE 1 1/2" INCH
 - 6E) CURB RAMP, TYPE X
 - 6F) ASPHALTIC BUTT JOINT
 - 6G) ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - 6H) CONCRETE DRIVEWAY 7 INCH OVER
 - 6W) 6" BASE AGGREGATE DENSE 1 1/2" INCH
 - 6X) SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

HA
 413 EAST RICE STREET
 MILWAUKEE, WISCONSIN 53212
 TELEPHONE 414.278.8788

Mortenson
Aurora Health Care
GR@EF

UNION AVENUE
 RECONSTRUCTION
 AURORA MEDICAL
 CENTER SHEBOYGAN
 COUNTY
 SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154
PLAN DETAILS

DATE October 16, 2018
 CP-3

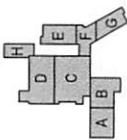


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UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

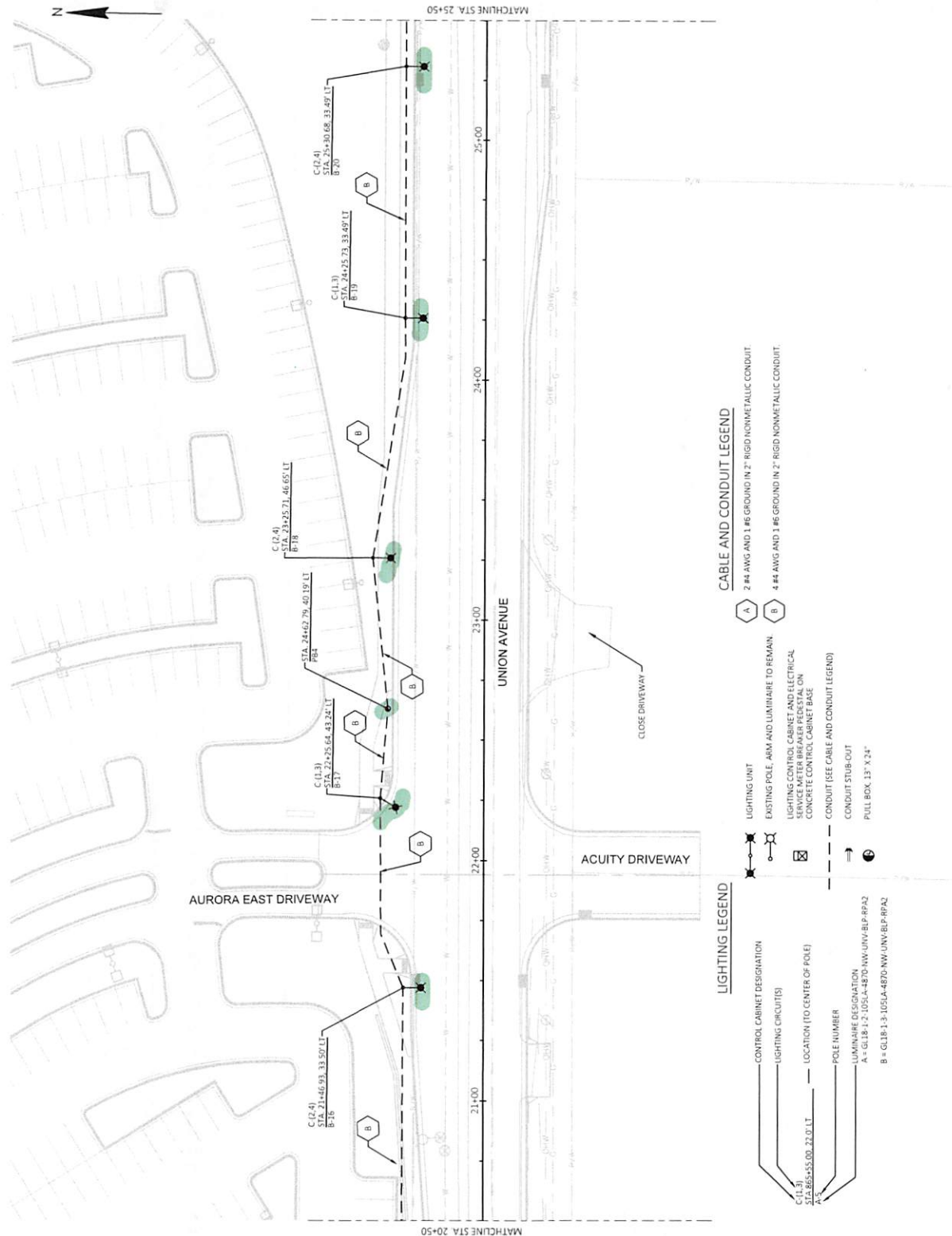
PROJECT NO. 2017-0154
LIGHTING PLAN

DATE: October 18, 2018
CP-3



R203

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CABLE AND CONDUIT LEGEND

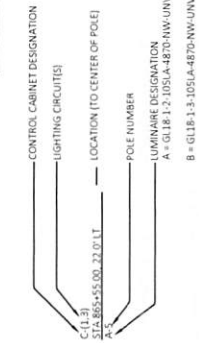
- A 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT.
- B 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT.

LIGHTING LEGEND

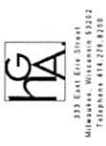
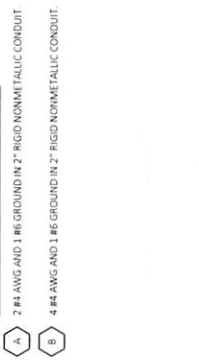
- CONTROL CABINET DESIGNATION
- LIGHTING CIRCUIT(S)
- LOCATION (TO CENTER OF POLE)
- POLE NUMBER
- LUMINAIRE CONFIGURATION
- A = GL18-1.2-105A-4870-NW-UVLP-RPA2
- B = GL18-1.3-105LA-4870-NW-UVLP-RPA2

- LIGHTING UNIT
- EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
- LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER BREAKER REDSTAL ON CONCRETE CONTROL CABINET BASE
- CONDUIT (SEE CABLE AND CONDUIT LEGEND)
- CONDUIT SLUB-CUT
- PULL BOX 13" X 24"

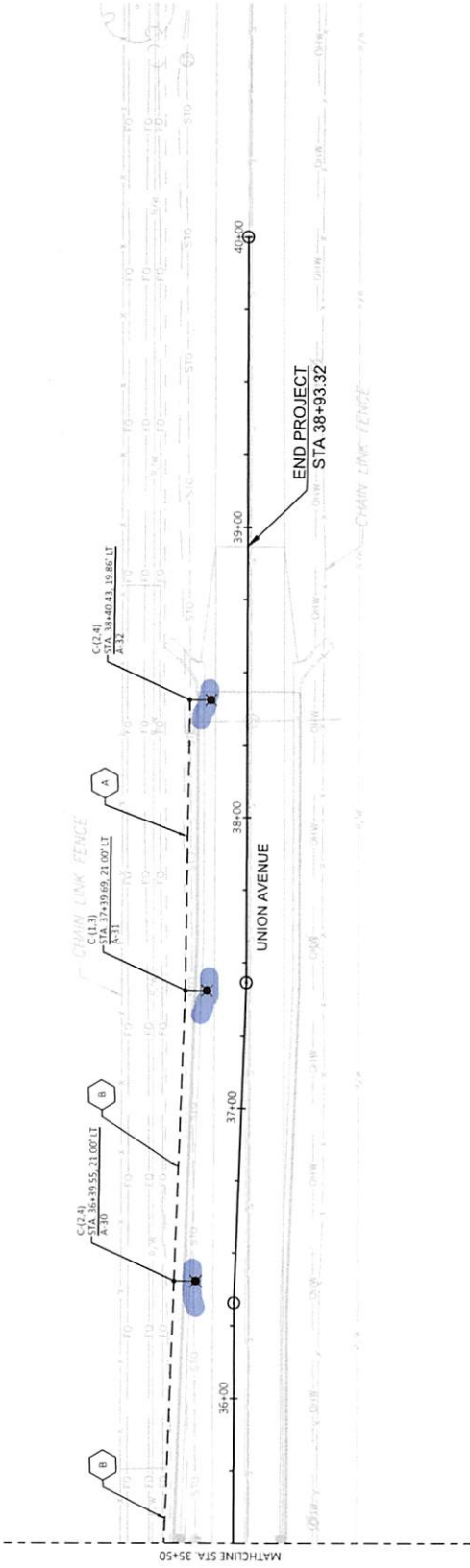
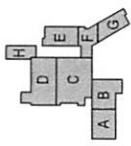
LIGHTING LEGEND



CABLE AND CONDUIT LEGEND



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154
LIGHTING PLAN

DATE: October 18, 2018
CP-3



R206



333 East Erie Street
Milwaukee, Wisconsin 53202
Telephone 414.274.8293



UNION AVENUE
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



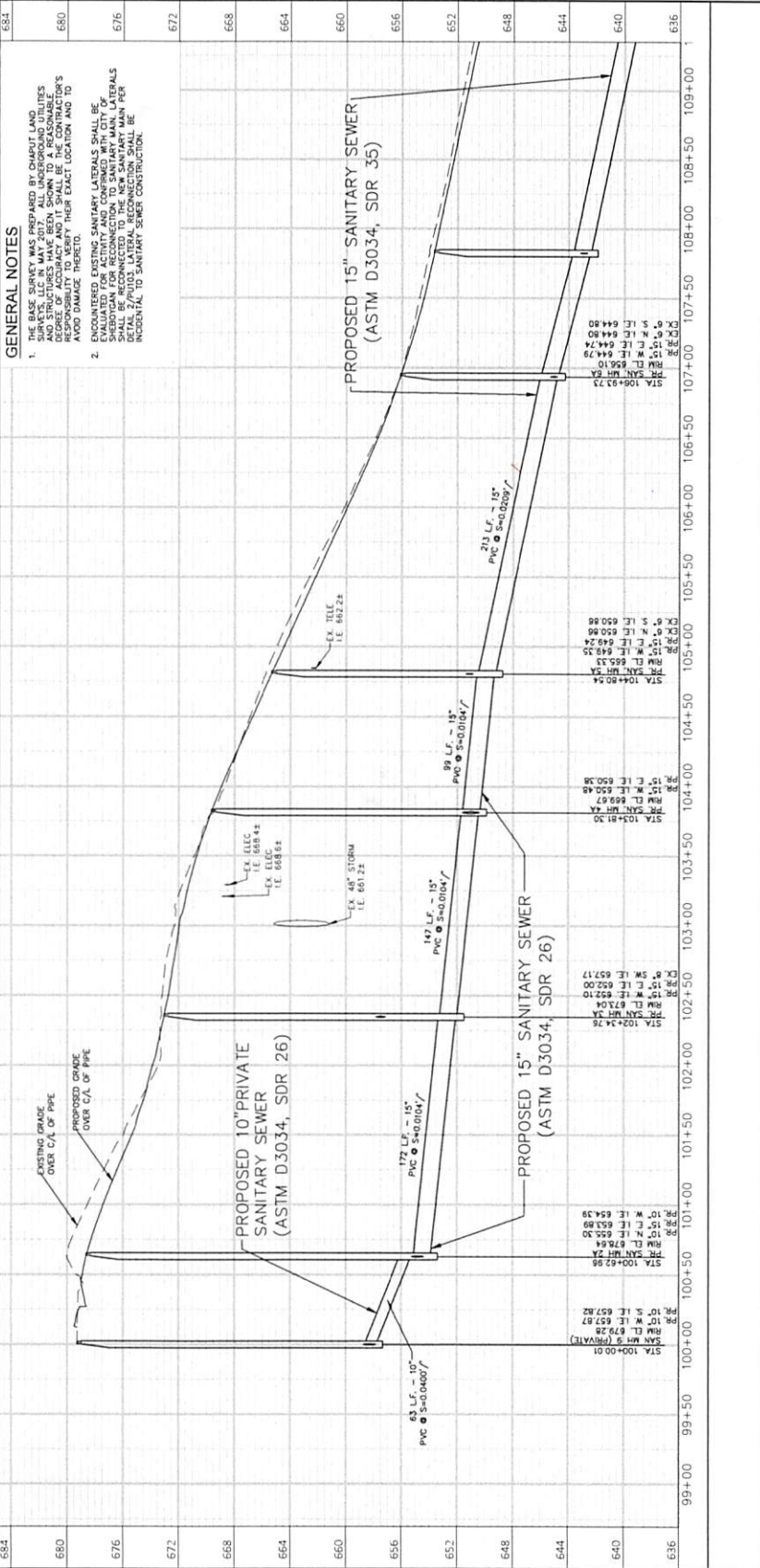
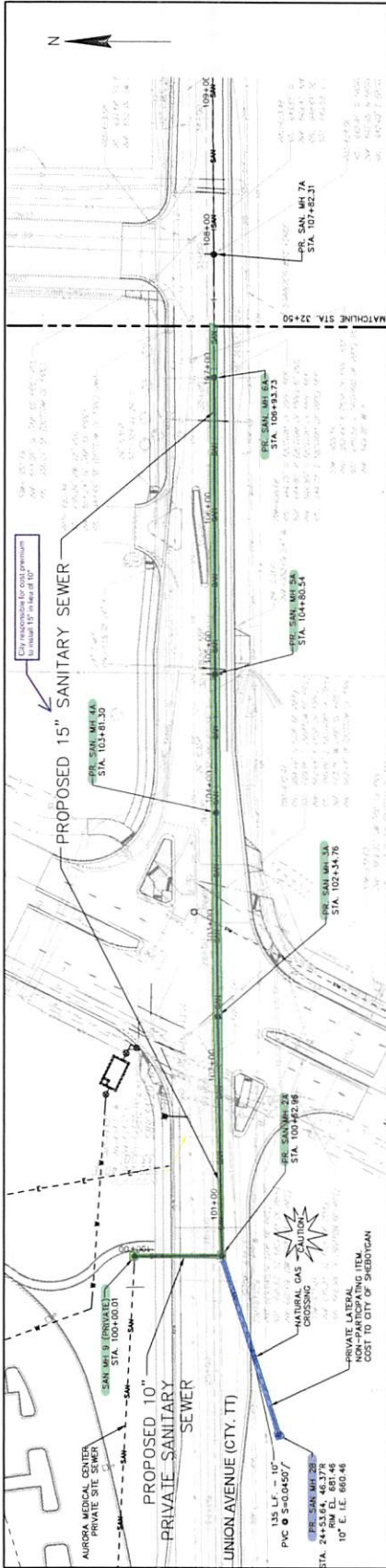
NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154
PUBLIC SANITARY SEWER

DATE: April 03, 2020
CP-3

PUI100

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GENERAL NOTES

1. THE BASE SURVEY WAS PREPARED BY CHADT LAND SURVEYS, LLC IN MAY 2017. ALL UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE THE PROPERTY OF THE CITY OF SHEBOYGAN. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THEIR EXACT LOCATION AND TO REPAIR ANY DAMAGE TO UTILITIES CAUSED BY CONSTRUCTION.
2. EXISTING PRIVATE SANITARY LATERALS SHALL BE EVALUATED FOR RECONNECTION TO SANITARY MAIN LATERALS. THE CITY OF SHEBOYGAN WILL BE RESPONSIBLE FOR THE RECONNECTION. THE CITY OF SHEBOYGAN WILL BE RESPONSIBLE FOR THE RECONNECTION. THE CITY OF SHEBOYGAN WILL BE RESPONSIBLE FOR THE RECONNECTION.

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NO	DESCRIPTION	DATE

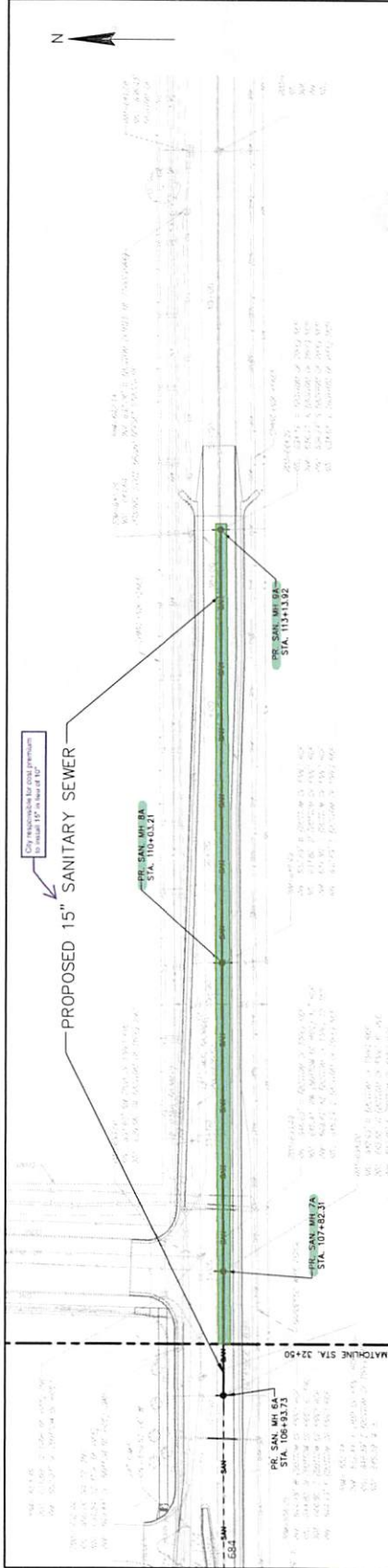
PROJECT NO 2017-0154

PUBLIC SANITARY SEWER

DATE April 03, 2020

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PUI101



GENERAL NOTES

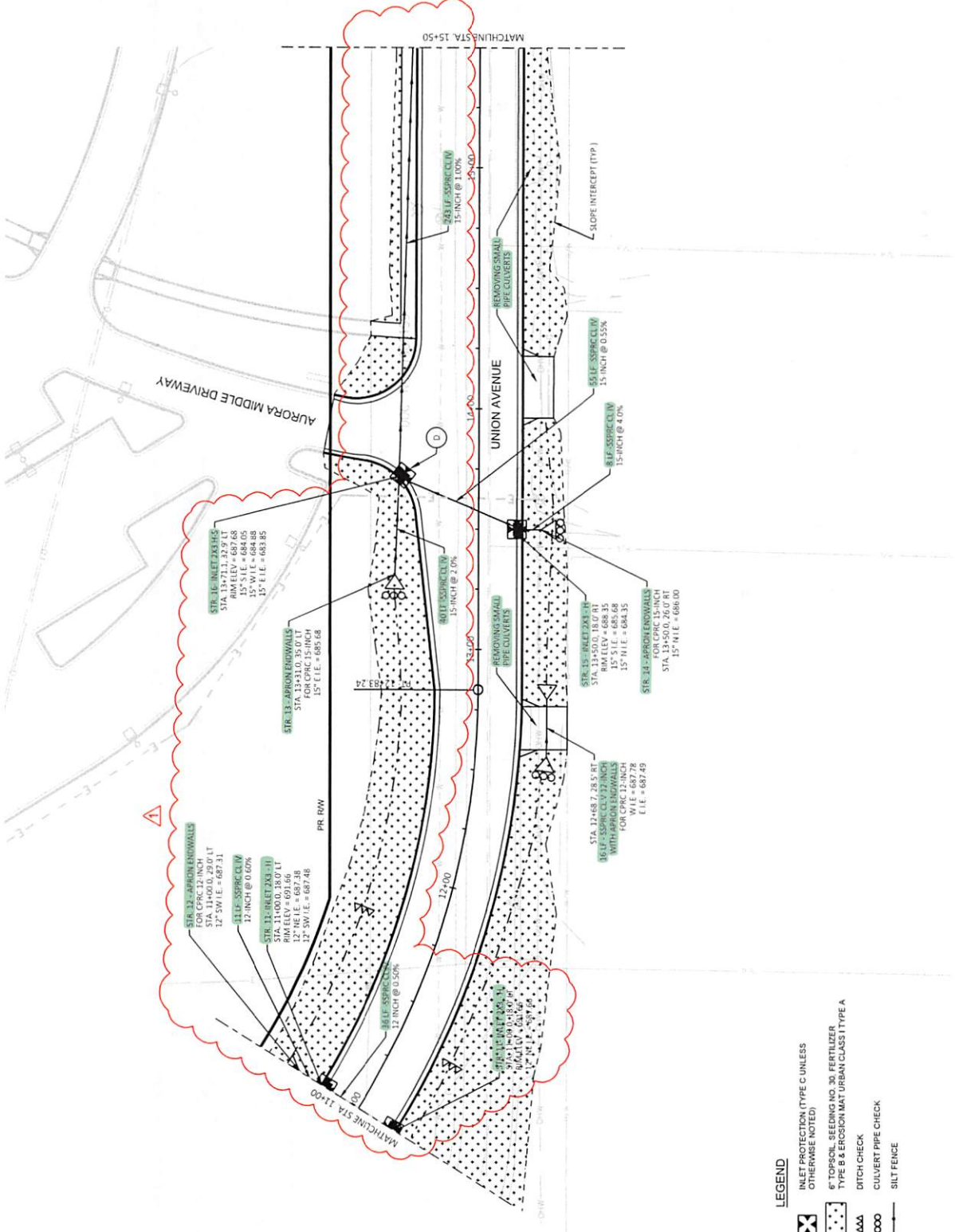
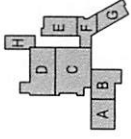
- THE BASE SINKY WAS PREPARED BY CHARLIT LAND SURVEYS, LLC IN MAY 2017. ALL UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE THE PROPERTY OF RECONSTRUCTION AURORA MEDICAL CENTER. THE CONTRACTOR'S RESPONSIBILITY IS TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THEREOF.
- ENCOUNTERED EXISTING SANITARY LATERALS SHALL BE RELOCATED TO THE PROPOSED 15" SANITARY MAIN LATERALS FOR RECONNECTION TO SANITARY MAIN LATERALS DETAIL 2/PUI03. LATERAL RECONNECTION SHALL BE INCIDENTAL TO SANITARY SEWER CONSTRUCTION.

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HA.
373 East Erie Street
Milwaukee, Wisconsin 53212
Telephone 414.278.8200

Mortenson
Aurora Health Care®
GR&E
UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE
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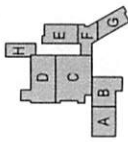
PROJECT NO. 2017-0154
DRAINAGE & EROSION CONTROL
 DATE October 16, 2018
 CP-3

R179



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- LEGEND**
- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
 - 6" TOPSOIL SEEDING NO. 30 FERTILIZER TYPE B & EROSION MAT URBAN CLASS I TYPE A
 - DITCH CHECK
 - CULVERT PIPE CHECK
 - SILT FENCE



NO.	DESCRIPTION	DATE
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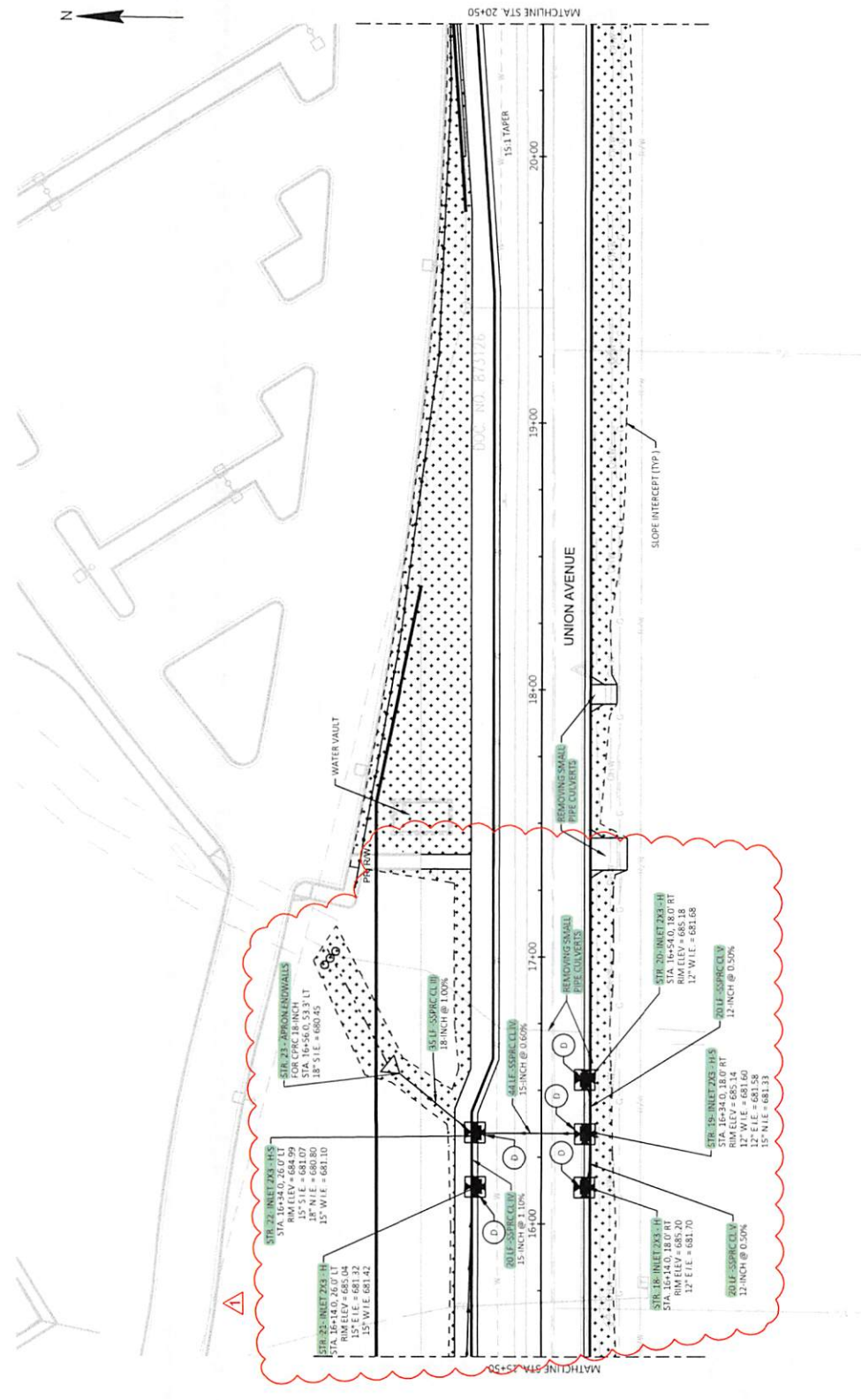
PROJECT NO. 2017-0154

DRAINAGE & EROSION CONTROL

DATE October 18, 2018
 CP-3

R180

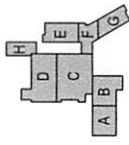
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- LEGEND**
- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
 - 6" TOPSOIL, SEEDING NO. 30, FERTILIZER TYPE B & EROSION MAT URBAN CLASS I TYPE A
 - DITCH CHECK
 - CULVERT PIPE CHECK
 - SILT FENCE



Mortenson
 Aurora Health Care
GR&EF
 UNION AVENUE
 RECONSTRUCTION
 AURORA MEDICAL
 CENTER SHEBOYGAN
 COUNTY
 SHEBOYGAN, WI



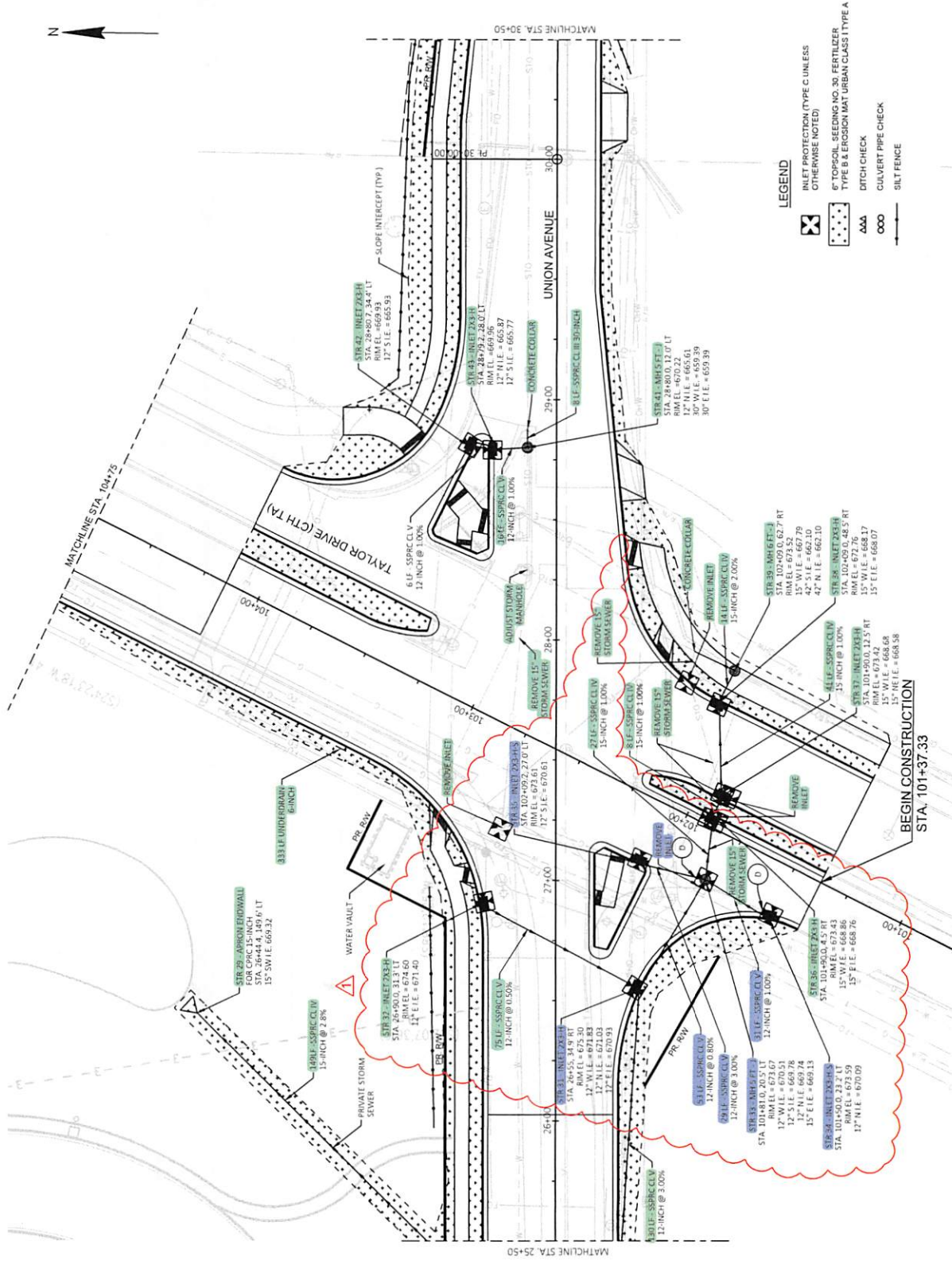
NO.	DESCRIPTION	DATE
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2	REVISED	09/11/2011
3	REVISED	09/11/2011
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5	REVISED	09/11/2011
6	REVISED	09/11/2011
7	REVISED	09/11/2011
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17	REVISED	09/11/2011
18	REVISED	09/11/2011
19	REVISED	09/11/2011
20	REVISED	09/11/2011

PROJECT NO. 2017-0154
DRAINAGE & EROSION CONTROL
 DATE: October 18, 2018
 CP-3



R182

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LEGEND

- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
- 6" TOPSOIL SEEDING NO. 30 FERTILIZER TYPE B & EROSION MAT URBAN CLASS TYPE A
- DITCH CHECK
- CUVERT PIPE CHECK
- SILT FENCE



MATCHLINE STA. 30+50

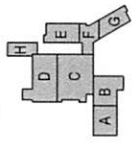
MATCHLINE STA. 10+75

MATCHLINE STA. 25+50

BEGIN CONSTRUCTION STA. 101+37.33



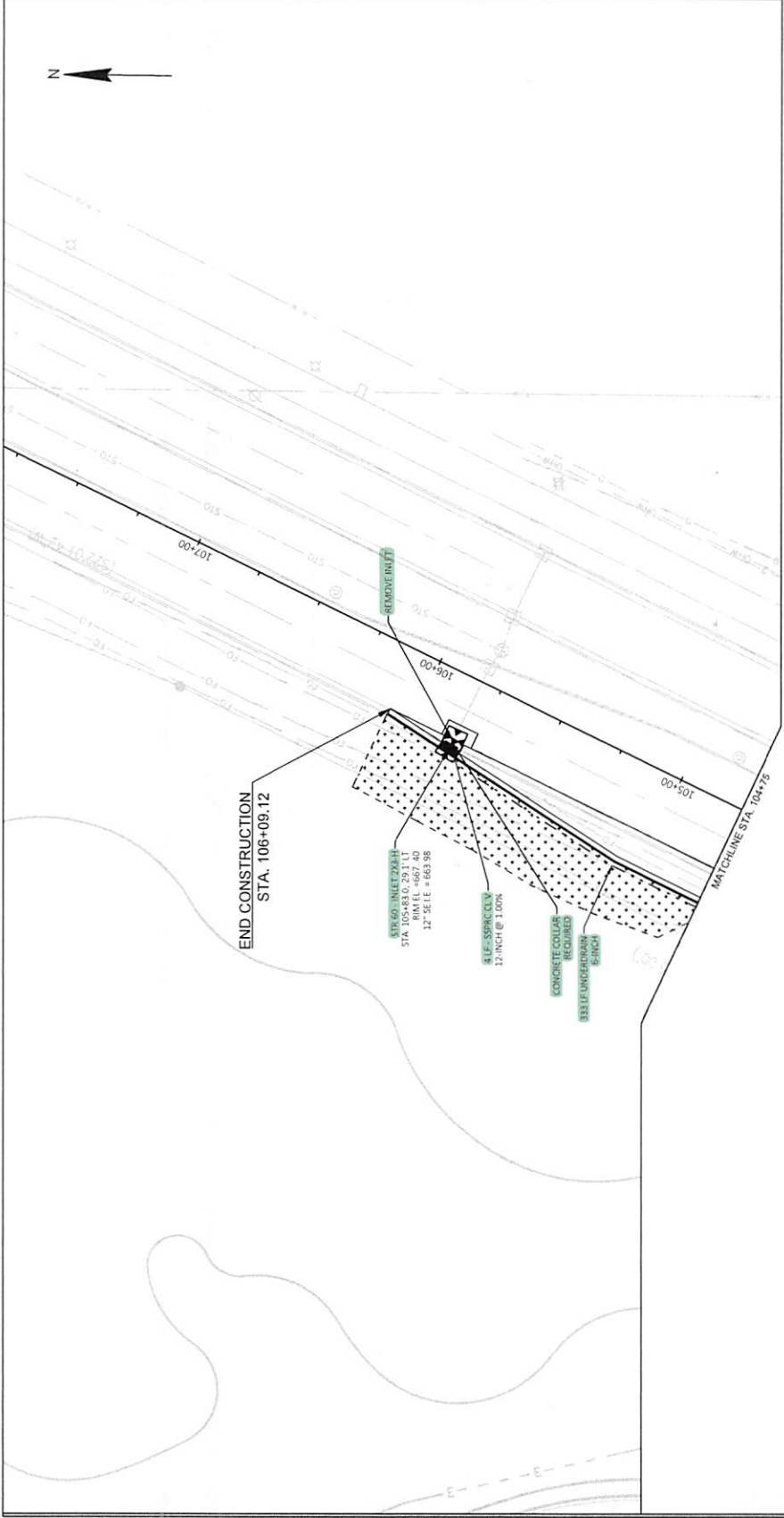
UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



N/A	DESCRIPTION	DATE

PROJECT NO: 2017-0154
DRAINAGE & EROSION CONTROL
 DATE: October 18, 2018
 CP-3

R185
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- LEGEND**
- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
 - 6" TOPSOIL SEEDING NO. 30 FERTILIZER TYPE B & EROSION MAT URBAN CLASS I TYPE A
 - DITCH CHECK
 - CULVERT PIPE CHECK
 - SILT FENCE

AdvocateAuroraHealth

HGA **AURORA MEDICAL CENTER**
SHEBOYGAN COUNTY



Union Avenue Road Improvement Work
July 7, 2020

7.7.20***	Project	City of Sheboygan*	Neighboring Property Impacts**
Subcontracts	\$ 3,278,852	\$ 632,722	\$ 66,700
Anticipated Expenses	\$ 131,154	\$ -	\$ -
Subtotal	\$ 3,410,006	\$ 632,722	\$ 66,700
Design	\$ 148,674	\$ 50,980	\$ 18,960
General Conditions & General Requirements	\$ 165,796	\$ -	\$ -
Subtotal	\$ 3,724,476	\$ 683,702	\$ 85,660
Contingency	\$ -	\$ -	\$ -
Subtotal	\$ 3,724,476	\$ 683,702	\$ 85,660
Insurance & Fees	\$ 321,216	\$ -	\$ -
Connection Fee (AAH Direct Cost)	\$ 71,088	\$ -	\$ -
Testing (AAH Direct Cost to Graef for services)	\$ 80,000	\$ -	\$ -
Inspections	By the City	By the City	\$ -
Subtotal	\$ 4,196,780	\$ 683,702	\$ 85,660
Total Project Budget	\$ 4,966,142		

*City of Sheboygan to execute an agreement directly with Buteyn-Peterson for all areas blue (City)

**Breakout cost for right turn lane (already included in City of Sheboygan Costs). Cost is based on ROM of \$115,000 with City paying 58% and AAH paying 42%

***Team will need to work towards providing some level of access on Union Avenue, west of Taylor Dr, at times during construction.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF AURORA MEDICAL CENTER SHEBOYGAN COUNTY
(City of Sheboygan - Village of Kohler)

1. **PARTIES.** The parties to this Intergovernmental Cooperative Agreement For the Development and Operation of Aurora Medical Center Sheboygan County (the "Agreement") are the **CITY OF SHEBOYGAN** (the "City"), a municipal corporation with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; the **SHEBOYGAN WATER UTILITY**, (the "Sheboygan Water Utility"), a public water utility owned by CITY and operated by the Board of Water Commissioners, with principal offices at 72 Park Avenue, Sheboygan, Wisconsin 53081, and the **VILLAGE OF KOHLER** (the "Village"), a municipal corporation with offices at 319 Highland Drive, Kohler, Wisconsin, 53044.

2. **PURPOSE.** Aurora Health Care, Inc., a Wisconsin non-stock corporation, and its subsidiary Aurora Health Care Central, Inc., a Wisconsin non-stock corporation, including its successors and assigns, affiliates, licensees and lessees (collectively "Aurora") intends to build and own on property described on **EXHIBIT A** attached, which is Tax Parcel Number 59141-673261, in the Village of Kohler containing approximately 56.6236 acres of land located at the northwest corner of County Road TA (Taylor Drive) and Union Avenue (the "Land"), conditioned upon and subject to Village zoning and special use approvals, some or all of the following facilities and improvements:

- (a) a building or buildings, including surface parking lots and/or structures and other related improvements, which will operate as a nonprofit hospital, and which is expected to be exempt from Wisconsin property taxation pursuant to Wis. Stat. § 70.11(4m) (the "Hospital");
- (b) a building or buildings (separate from or connected to the Hospital), including surface parking lots and/or structures and other related improvements, which will operate as a for-profit medical office building, and which will be subject to Wisconsin property taxation pursuant to Wis. Stats. Chapter 70 (the "Office");
- (c) a separate building or buildings, including surface parking lots and/or structures and other related improvements, which will operate as either temporary housing for medical personnel or as for-profit apartments, condominiums or other housing units, and which will be subject to Wisconsin property taxation pursuant to Wis. Stats. Chapter 70 (the "Housing"); and

- (d) a building or buildings (separate from or connected to the Hospital), including surface parking lots and/or structures and other related improvements, which will operate as for-profit restaurants, stores or other retail uses, and which will be subject to Wisconsin property taxation pursuant to Wis. Stats. Chapter 70 (the "Retail").

The Land, Hospital, Office, Housing and Retail are referred to collectively in this Agreement as the "Campus."

The Land, Hospital, Office and Retail are further illustrated and described by the Aurora Medical Center Sheboygan County Village of Kohler Plan Review submittal as **EXHIBIT C** to the Development Agreement defined below and which is on file with the Village and City. The Campus is physically located in the Village of Kohler, however, the location of the Campus will impact and require the approval of other governmental jurisdictions (including the City, Sheboygan County, and the Town of Sheboygan) because of the nature of the boundaries between the jurisdictions, the physical geography of the area, the public infrastructure in the area (including, but not limited to transportation, sewer, and water), and other important factors. The development and operation of the Campus in its proposed location will require significant coordination and cooperation among the impacted communities. This Agreement is intended to memorialize the terms and conditions under which the City and the Village will be adopting respective resolutions under Wis. Stat. § 66.0301 and which the Sheboygan Water Utility joins for purposes of approving water service to the Campus. The City and the Village acknowledge that Aurora is not a party to this Agreement and that Aurora shall not be obligated or bound by its terms unless Aurora enters into a Development Agreement with the Village and accepts the terms of this Agreement by incorporating the Agreement as an exhibit to the Development Agreement ("Development Agreement"). The Development Agreement will be guaranteed by Aurora's parent, Aurora Health Care, Inc.

3. EFFECTIVE DATE AND TERM. The effective date and term of this Agreement shall commence upon the date of the last party to execute this Agreement and, except as otherwise provided herein, shall continue in full force and effect for as long as the Campus exists and operates on the Land. The parties agree on behalf of themselves and their successors in interest and assigns, notwithstanding any contrary provision of law or equity, that this Agreement shall continue in full force and effect throughout its term.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation.

5. **WATER SERVICE.**

A. *Wholesale Water Connections Approved.* The City and the Village pursuant to an agreement dated June 8, 1973, including an addendum dated June 18, 1984, provide for the City [via two (2) existing wholesale water connections to the Sheboygan Water Utility] to sell water on a wholesale basis to the Village for re-sale by the Village through its water utility to customers within the corporate limits of the Village. The Village has made a formal request to the City and the Sheboygan Water Utility for third and fourth wholesale water connections for access to the water main owned by the Sheboygan Water Utility and located in Union Avenue and Taylor Drive, in the approximate locations shown on Exhibit C, so as to allow water service to Aurora and any other users on the Campus only, as Village water customers (the "Aurora Connections.") The parties agree that the Village shall be and is hereby granted the Aurora Connections for water service to the Campus; that the Sheboygan Water Utility will supply two separate wholesale water meters, one near each connection, which shall remain the property of the Sheboygan Water Utility. The exact location of the Aurora Connections and associated meters, shall be set forth in detailed plans and specifications prepared by Aurora and reasonably approved in advance, and in writing, by the Village, the City and the Sheboygan Water Utility. The parties further agree that the Village will pay the Sheboygan Water Utility for all costs associated with the establishment of the Aurora Connections, including related appurtenances, and connection charges, and the Village shall charge and pass on all such costs to Aurora for reimbursement; that the Village will be billed for the water it buys from the Sheboygan Water Utility in the same manner as is currently done with the existing wholesale connections; and that Aurora will be a Village water customer and not a direct customer of the Sheboygan Water Utility. Nothing in this section would prevent the parties from agreeing to install and locate the wholesale meter in the Campus itself, thus avoiding the creation of a meter

pit on the Land; the Village may use the readings from the wholesale meter for its customer billing purposes if permitted by the Public Service Commission of Wisconsin (the "PSC").

- B. *Water Connection Charge.* The parties acknowledge pursuant to a June 22, 2015, Water Main Conveyance Agreement by and between Sheboygan County, the City and the Sheboygan Water Utility, that there will be a connection charge in the sum of \$71,088 for the Aurora Connections, to reimburse Sheboygan County and the Sheboygan Water Utility for the initial capital cost incurred to construct the Union Avenue water main (the "County Connection Charge"). The Village shall pay the County Connection Charge to the Sheboygan Water Utility for the Aurora Connections, and the Village shall charge and pass on the County Connection Charge to Aurora for reimbursement. Of the County Connection Charge collected; the Sheboygan Water Utility will retain \$9,859.65 and Sheboygan County will be paid \$61,228.35 by the Sheboygan Water Utility as reimbursement for its initial capital cost.

- C. *Village Water Main Extensions and Connections.* Any Village water main extensions and customer connections for water service to the Campus that are located beyond the Sheboygan Water Utility wholesale connection shall not require additional City or Sheboygan Water Utility approval. Water main extensions and customer connections for the Campus require Village approval and are subject to Chapter 16.04 of the Village Code of Ordinances, including any amendments, and the Kohler Water Utility rate tariff as established and approved by the PSC.

6. SANITARY SEWER SERVICE.

- A. *Sanitary Sewer Connection Approved.* The City and the Village have a previous intergovernmental agreement in place for the City to provide sanitary sewer service (collection, transmission, and treatment) on a wholesale basis to the Village. The Village has made a formal request for sanitary sewer service and direct access to a City sanitary sewer main in Union Avenue. Access will allow a connection by Aurora, a Village customer, for the development and operation of the Campus. The City agrees to provide such access via a

sewer main installed in Union Avenue right-of-way plus a private lateral extending west of Taylor Drive to provide sanitary sewer service to the Campus.

B. *Size of Main and Cost for Installation.* The sanitary sewer connection approved in subparagraph A, above, shall be conditioned upon the existing 8-inch City sanitary sewer main being reconstructed and replaced with a 15-inch sanitary sewer main. The increase in size to a 10-inch pipe is due to the anticipated volume and service needs related solely to the Campus with the required oversizing of the pipe to 15 inches to accommodate anticipated additional volume and services needs of the City. All costs for the construction and installation of a 10-inch sanitary sewer main, as well as for a sampling manhole, shall be the responsibility of the Village, and the Village shall charge and pass on all such costs to Aurora for reimbursement. The City will pay either the Village or Aurora directly, if Aurora constructs the required sanitary sewer upgrade, the difference in cost resulting from an increase in the main size beyond 10 inches. In order to provide a figure for the price difference, all pricing and bids for sanitary sewer upgrades shall include costs for installing a 10-inch pipe for the project with an alternate price for installing 15-inch pipe, and all bids for the upgrades shall be provided to the City. The City payment for the pipe oversizing shall be equal to the smallest difference between the cost for installing a 10-inch pipe and a 15-inch pipe among all bids, unless otherwise expressly agreed by the City. The City payment shall be paid not later than ninety (90) days after final inspection and acceptance of the sanitary sewer upgrade by the City's Department of Public Works.

C. *Restoration of Union Avenue.* Aurora shall be responsible for the cost of the temporary Restoration of the Union Avenue pavement disturbed for the sanitary sewer upgrade construction and installation until the Union Avenue upgrades provided by Section 9.B of this Agreement are constructed. The temporary restoration of the Union Avenue pavement shall match the existing section of road and meet the specifications as identified by the City's Department of Public Works.

D. In the event any Third Party User(s) not located within the Campus connect to the sanitary sewer main in Union Avenue, the Village and the City, as the case may be, shall impose Recapture Assessments on such other property owners in the manner described in Section 122-196(e) of the Municipal code of the City of Sheboygan and shall reimburse Aurora on a pro rata basis for the costs Aurora paid for construction of the sanitary sewer main.

7. STORM WATER MANAGEMENT. All development on the Campus shall meet City and Village storm water management and erosion control standards as set forth in the City Code at Appendix D - Construction Site Erosion control, and at Appendix E - Post-Construction Storm Water Management Zoning Ordinance, and in the Village Code at Chapter 20.45 and Chapter 20.47 (the "Storm Water Management and Erosion Control Standards"). In the event of a conflict between the Storm Water Management and Erosion Control Standards of the City and the Village, then the City Code and standards shall control. The Village shall require as a condition of any zoning and building permit approvals issued for the construction of the Campus, that Aurora, at its cost and expense, obtain and maintain throughout the period of construction of the Campus all Storm Water Management and Erosion Control Standards approval from the City's Department of Public Works. The Village shall require as a condition of Village zoning and building permit approvals issued for the construction of the Campus, that Aurora shall, at its cost and expense, be responsible for the design, construction, and maintenance of all storm water management and maintenance facilities required for the Campus. Aurora shall be required before occupancy of the Campus, to enter into a Storm Water Management and Maintenance Agreement with the Village that requires Aurora, at its cost and expense, to inspect, maintain, and keep the retention pond and all storm water management facilities on the Land in good working condition and performing their design functions. A notice of the Storm Water Management and Maintenance Agreement will be recorded against the Land in the Sheboygan County Register of Deeds' Office.

8. **INTERSECTION OF UNION AVENUE AND TAYLOR DRIVE.**

- A. *Jurisdiction.* The intersection of Union Avenue and Taylor Drive (the "Intersection") is controlled by Sheboygan County since Taylor Drive is a county road (County Road TA). The underlying jurisdiction of the Intersection involves the following: the northwest corner is in the Village, the northeast and southwest corners are in the City, and the southeast corner is currently in the Town of Sheboygan. An overview of the proposed Intersection upgrades and improvements is attached as **Exhibit C**.
- B. *Improvements Required.* In light of the anticipated increase in traffic, the parties agree that the Intersection shall be rebuilt to accommodate future traffic (including pedestrian) needs. Due to Aurora's Campus development and Campus operation, the Intersection will need substantial reconstruction and upgrades, including new traffic control signals/poles, if reasonably necessary, and replacement/additional pavement. All upgrades related to traffic control signals/poles, turning lanes and geometric design require a permit and approval from the Sheboygan County Transportation Department ("SCTD") and the approval of the City's Department of Public Works. The Village, through the Development Agreement, shall require Aurora, at its cost and expense, to submit a traffic impact analysis report for the development and operation of the Campus prepared by a transportation professional with training and experience in traffic engineering and transportation planning (the "TIA"). The Village shall require Aurora, at its cost and expense, to design and construct all Intersection improvements required to accommodate the findings of the TIA and to satisfy the requirements of the SCTD (which may require additional improvements not included in the TIA or as set forth in Subsection 8.C., below, for compliance with County and City standard specifications for roadway engineering and design in conformance with State of Wisconsin Department of Transportation standards for urban roadways, including but not limited to the Manual of Uniform Traffic Control Devices, and other technical resources (collectively "Roadway Design Specifications") to ensure engineering principles are incorporated in the final design.) The Village shall

require through the Development Agreement and as a condition of Village zoning and building permit approvals issued for the construction of the Campus, that Aurora shall, at its cost and expense: (i) design and construct all improvements to the Intersection as required by the TIA and the SCTD; and (ii) meet periodically throughout the design and construction process (prior to commencement of work and at approximately 30%, 60% and 90% completion stages) with the SCTD and the City's Department of Public Works in order to continuously review the construction improvements and modify details, as necessary, for compliance with Roadway Design Specifications. All Intersection improvements shall be completed and operational before the issuance of any occupancy permits for use of the Campus.

C. *Upgrades at the Intersection.* Aurora, at its cost and expense, shall design and construct concrete pavement, curb and gutter throughout the Intersection. Additionally, the following traffic lanes within the Intersection shall be constructed or continued:

1. A dedicated left-turn lane shall be built for westbound traffic on Union Avenue turning southbound on to Taylor Drive.

2. A dedicated right-turn lane for southbound traffic on Taylor Drive turning westbound on to Union Avenue.

3. A dedicated right-turn lane for westbound traffic on Union Avenue turning northbound on Taylor Drive.

4. A dedicated left-turn lane for eastbound traffic on Union Avenue turning northbound on Taylor Drive.

5. A dedicated left-turn lane for northbound traffic on Taylor Drive turning westbound on Union Avenue.

6. A dedicated left-turn lane for southbound traffic on Taylor Drive turning eastbound on Union Avenue.

7. Two dedicated through lanes for traffic southbound on Taylor Drive, without widening the current concrete footprint of Taylor Drive.

8. One dedicated through lane for traffic northbound on Taylor Drive and one combined through lane/right turn lane, as currently provided, without widening the current concrete footprint of Taylor Drive.

9. One dedicated through lane for traffic westbound on Union Avenue.

10. One dedicated through lane for traffic eastbound on Union Avenue.

The Intersection shall be improved so as to provide any radius improvements deemed necessary by the City's Department of Public Works to accommodate truck or turning movements. The upgrades shall also include complete signal modernization, including new poles and standards with new signal heads, a new controller with timing and emergency pre-emption, and appropriate street lighting. The Village shall require as a condition of Village zoning and building permit approvals issued for the construction of the Campus, and through the Development Agreement, that Aurora shall design and construct all of the improvements to the Intersection as described above, and as required in Subsection 8.B., above.

9. UPGRADE OF UNION AVENUE.

A. *Upgrades West of Taylor Drive.* The portion of Union Avenue west from Taylor Drive to Campus Drive and then north on Campus Drive to the emergency ambulance/helipad entrance driveway along the south and west sides of the Campus, shall be urbanized so as to expand to a width of 36 feet face-to-face of curbs, one lane of traffic in each direction, and shall be surfaced with asphalt in a way and designed in a manner acceptable to the City's Department of Public Works, including proper design for sub-grade and pavement depth, add street lighting along the Campus property to the extent of the road improvements shown on Exhibit C, and include limited storm sewer outlets, which drain into ditches/natural drainage swales,

sidewalks, street lights (in accordance with the Village standards for non-downtown locations) on the Aurora side of the street, and full curb and gutter. The upgrade and urbanization shall also include a sidewalk or appropriate path system constructed of concrete pursuant to specifications provided by the City's Department of Public Works. The new sidewalks or walkways shall accommodate pedestrians by connecting the Campus's internal walkways with existing sidewalks and walkways in the City, and providing pedestrian access to Union Avenue to a proposed bus shelter/pickup. In the event the street/driveway through the campus of UW-Green Bay, Sheboygan Campus, which is located north of the Land, is urbanized at some time in the future, then Aurora shall be required by the Village to urbanize the remaining part of Campus Drive to the north line of the Land, subject to plans that are approved in advance by the Village. In addition, the Village, through the Development Agreement, shall require Aurora to construct, own, and maintain, at its cost and expense, a bus shelter at the patient entrance on Union Avenue including a designated bus loading and unloading traffic lane adjacent to the bus shelter. The Village will approve an encroachment agreement with Aurora to permit the bus shelter to be located in the Union Avenue right-of-way.

- B. *Upgrades East of Taylor Drive.* The portion of Union Avenue east of the Intersection from Taylor Drive to the east side of the intersection of Georgia Avenue and Union Avenue, as shown on Exhibit C and as field located by the City's Department of Public Works, shall be upgraded so as to include the installation of storm sewers and upgrade of roadway surface to concrete pavement, and a sidewalk on the north side of the road. Concrete pavement and curb and gutter shall be provided through the physical intersection of Georgia and Union Avenues. Asphalt pavement east of the Union Avenue intersection with Georgia Avenue is acceptable. The City shall be solely responsible for the design and cost of any and all improvements to Union Avenue east of the Taylor Drive Intersection, but may coordinate construction work on such improvements separately with Aurora.

- C. *Upgrade Costs.* The Village shall require as a condition of Village zoning and building permit approvals issued for the construction of the Campus, and through the Development Agreement, that Aurora shall: (i) design and construct all of the improvements to Union Avenue (west of the Intersection) as described in Section 9. A., above, and (ii) meet periodically throughout the design and construction process (prior to commencement of work and at approximately 30%, 60% and 90% completion stages) with the SCTD and the City's Department of Public Works in order to continuously review the construction improvements and modify details, as necessary, for compliance with Roadway Design Specifications.

10. LAW ENFORCEMENT SERVICES.

- A. *Contracted Law Enforcement Services.* The City of Sheboygan operates and maintains the Sheboygan Police Department, a law enforcement agency, for the purpose of preventing and detecting crime and enforcing state laws and local ordinances with employees authorized to make arrests ("Law Enforcement Services"). The City currently provides Law Enforcement Services to the Aurora Sheboygan Memorial Medical Center, including Law Enforcement Services for Chapter 51 and 55 patients. Pursuant to the terms of this Agreement the Village agrees to contract, engage, and authorize the Sheboygan Police Department to provide Law Enforcement Services to the Village for service to Aurora and the Campus within the municipal boundaries of the Village of Kohler. Pursuant to the terms of this Agreement, the City agrees to provide contracted Law Enforcement Services to the Village for service to Aurora and the Campus within the municipal boundaries of the Village of Kohler in substantially the same fashion as it currently provides to Aurora Sheboygan Memorial Medical Center.
- B. *Cost for Law Enforcement Services.* The Village shall pay annually to the City initially the sum of \$250,000 for Law Enforcement Services for Aurora and the Campus (the "Annual Law Enforcement Services Fee"). Payments of the Annual Law Enforcement Services Fee from the Village to the City shall be made in advance in four equal quarterly installments within thirty (30) days

of each PILOT payment made by Aurora to the Village required by Section 11.C. of this Agreement, and the Development Agreement (therefore Village's payment to City will be due and payable each February 15, May 15, August 15 and November 15).

- C. *Adjustment to Annual Law Enforcement Services Fee.* The Annual Law Enforcement Services Fee shall be adjusted and calculated as of June 1 of each year based solely on the percentage increase or decrease, if any, of the City's average law enforcement officer cost, including all wage and employment benefits (the "Officer Cost") on June 1 of the current calendar year as compared to the Officer Cost on June 1 of the preceding calendar year. The Officer Cost shall be based on and calculated from the labor agreement, or wage and benefit schedule, in effect between the City and the Sheboygan Police Association. The annual increase or decrease, if any, shall be effective as of the next January 1 and the adjusted payment shall commence with the next January 15 quarterly installment payment. The Officer Cost as of June 1, 2018, is \$107,268.00 (the "Initial Officer Cost"). The Initial Officer Cost of \$107,268.00 has been calculated as follows:

69,640	Salary
770	Uniform
600	Education
4,387	FICA
1,029	Medicare
7,646	WRS
21,576	Health
1,536	Dental
84	Life
\$ 107,268	Total

- D. *Sheboygan Police Department Expenses.* The City shall be responsible for all costs and expenses to operate the City of Sheboygan Police Department including but not limited to wage and disability payments, pensions and worker's compensation claims, damage to equipment and clothing, and medical expense from providing Law Enforcement Services to the Village, for service to Aurora, and the Campus under this Agreement. The

Annual Law Enforcement Services Fee includes the total compensation to the City for all such Law Enforcement Services.

E. *Commencement Date and Initial Adjustment.* The charge for Law Enforcement Services shall commence and the first payment from the Village to the City shall be paid on or before the date that Aurora is issued an occupancy permit by the Village for the Hospital. Hospital construction is expected to take approximately thirty (30) months from start of construction with occupancy expected sometime in 2021. The charge for Law Enforcement Services for the first year of occupancy (2021) shall be prorated based on the number of months, or partial months, of Hospital occupancy in 2021 and adjusted and increased based on the 2021 Officer Cost percentage increase over the Initial Officer Cost. For example, if the Initial Officer Cost is \$107,268 and the Officer Cost is \$110,000 in 2021 (calculated as of June 1, 2020) and Aurora takes occupancy of the Hospital on April 21, 2021, the charge for Law Enforcement Services for 2021 is calculated as follows:

$$\begin{aligned} \$110,000 - \$107,268 &= \$2,732 \\ \$2,732 \div \$107,268 &= 0.0255 \times 100 = 2.55\% \\ 0.0255 \times \$250,000 &= \$6,375 \\ \$250,000 + \$6,375 &= \$256,375 \\ \$256,375 \times 9/12 &= \$192,281.25 \\ \$192,281.25 \times 15\% \text{ admin fee} &= \$28,842.19 \\ \$192,281.25 + \$28,842.19 &= \$221,123.44 \\ \$221,123.44 \div 2 &= \$110,561.72 \end{aligned}$$

Therefore, in this example, the total prorated charge for Law Enforcement Services for 2021 is \$221,123.44 which is to be paid in two quarterly payments of \$110,561.72 due and payable July 15, 2021, and October 15, 2021. The first full year quarterly Annual Law Enforcement Services Fee, in this example, commences January 15, 2022.

F. *Termination Rights.* Both the City and the Village, in their respective discretion, may terminate the contracted Law Enforcement Services for Aurora and the Campus at any time upon not less than two (2) years' advance written notice to the other party and with advance written notice to Aurora as provided in the

Development Agreement. Notice must be given not later than June 1 of any year. The June 1 notice requirement is meant to provide both parties with the opportunity to adjust their respective municipal budgets and law enforcement staffing for the following year to accommodate a significant change in service if Law Enforcement Services are terminated. In the event of termination, the Village will analyze and determine, in its sole and exclusive discretion, its method of providing Law Enforcement Services to Aurora and the Campus, including but not limited to the following: (i) secure contracted Law Enforcement Services from other law enforcement agencies, or (ii) substantially increase the Village of Kohler Police Department (Officers, administrative staff, equipment and facilities), or (iii) implement a combination of options (i) and (ii). All costs and expenses incurred by the Village to provide alternate Law Enforcement Services will be charged to Aurora and paid as additional PILOT payments pursuant to Section 11.C. of this Agreement and in accordance with the Development Agreement.

- G. *Adjustments for Change In Scope of Services.* In addition to the annual adjustments for Law Enforcement Services based on increases in Officer Cost, the annual charge for Law Enforcement Services provided by the City to the Village may be increased or decreased based on changes implemented at the Campus or other factors which lead to an actual demonstrated increase or decrease in the Service Level provided by the City. For example, but not as limitations, an adjustment may occur if Aurora constructs additional facilities on the Land, or closes facilities on the Land, or changes the types of services offered by the Hospital which result in increases or decreases to the number or types of Law Enforcement Services required at the Campus. Following meetings with Aurora (and their reasonable participation in, and review of any such changes), the City and the Village may mutually agree in writing to implement any change in scope of the Service Level and the annual charge for Law Enforcement Services at each five-year anniversary of the occupancy of the Hospital. Notice of any changes must be given to Aurora not later than June 1 of any year and the change in scope of services adjustment shall be effective the following year. All costs and

expenses incurred by the Village as a result of scope of services adjustments for Law Enforcement Services for Aurora and the Campus will be charged to Aurora, and paid as additional PILOT payments pursuant to Section 11.C of this Agreement and in accordance with the Development Agreement.

11. **PAYMENT IN SUPPORT OF MUNICIPAL SERVICES (PILOT).**

- A. *Tax Exempt Status of Hospital.* The Village and City recognize that the Hospital is tax exempt pursuant to Wis. Stat. § 70.11(4m). The Village and City will continue to recognize the Hospital tax-exempt status in all applicable tax years unless there is a change in ownership or use of the Hospital or a change in the Wisconsin Statutes that would specifically change the status of the Hospital from exempt to taxable. Notwithstanding this Section 11. A., the Development Agreement with the Village shall require Aurora to apply to the Village assessor on forms prescribed by the Wisconsin Department of Revenue for tax-exempt status pursuant to Wis. Stat. § 70.11(1) prior to occupancy of the Hospital.
- B. *Municipal Services.* The Village and City, as specifically provided by this Agreement, will continue to furnish municipal services and benefits to Aurora and the Hospital, without cost or charge as taxable real property, as a result of the tax-exempt status of the Hospital.
- C. *Payment in Support of Municipal Services (PILOT).* The Village shall require, through the Development Agreement and as a condition of Village zoning and building permit approvals issued for the Hospital, that Aurora shall pay to the Village an annual sum equal to: (i) the Annual Law Enforcement Services Fee, payable by the Village to the City pursuant to Section 10.B. above, or the costs and expenses incurred by the Village to provide alternative Law Enforcement Services pursuant to Section 10.F. above, all in support of the Law Enforcement Services to be provided to the Campus pursuant to the Development Agreement and this Agreement; plus (ii) an additional fifteen percent (15%) of the Law Enforcement Services Fee to cover administrative costs incurred by the Village in connection with the Law Enforcement Services (the

"Administrative Fee"); plus (iii) the Shortfall (defined in Subsection 11.E., below), if any, for all other general municipal services and benefits provided by the Village to Aurora, the Hospital and the Campus (the "PILOT" payments). Section 11.C. of this Agreement and the Development Agreement shall provide that Aurora pay the PILOT payments to the Village annually in advance in four equal quarterly installments on January 15, April 15, July 15, and October 15 of each year. The inclusion of the Administrative Fee in the PILOT payments shall constitute full reimbursement and support to the Village for expenses incurred and services provided by the Village in connection with Aurora, the Hospital and the Campus including, but not limited to, the following: (i) coordination, supervision, management and accounting for the contracted Law Enforcement Services provided by the City; (ii) attorney's fees and expenses incurred for the interpretation and application of this Agreement and the Development Agreement; (iii) assessor's fees and expenses incurred for the annual review and determination of the Hospital's tax exempt status and the taxable valuation of the Office, Housing and Retail improvements; and (iv) all other necessary Village expenses and services incurred and provided in connection with the Hospital.

- D. *Aurora Guaranty of Minimum Valuation and Minimum Tax Payment.* The City and Village expect that all of the Land (including the Land upon which the Hospital is constructed, for so long as that portion of the Land is Leased by Aurora from Kohler Co. or any other taxable entity), as well as the Office, Housing and Retail improvements will be fully taxable with a valuation for tax roll purposes of not less than Twenty Two Million Two Hundred Sixty Five Thousand Dollars (\$22,265,000) as of January 1 of the tax year following occupancy of the Hospital (the "Minimum Valuation"). Accordingly, the Development Agreement shall provide that Aurora shall pay real estate taxes for the entire Campus in an amount that is not less than the amount of tax that would be calculated, determined, and levied against the Land and the Office, Housing and Retail improvements, by multiplying the applicable Village mill rate by the Minimum Valuation (the "Minimum Tax Payment").

E. *Payment of Minimum Tax Payment Shortfall Required.* In the event the valuation of the Land and the Office, Housing and Retail improvements, for any tax year after occupancy of the Hospital, for whatever reason, is less than the required Minimum Valuation and generates less than the required Minimum Tax Payment, then the Development Agreement shall provide that Aurora shall be required by the Village to pay to the Village, as part of the PILOT, the difference between (i) the Village tax collected and (ii) the required Minimum Tax Payment (the "Shortfall"). The Development Agreement shall provide that Aurora shall pay the Shortfall, if any, as part of the PILOT to the Village commencing with the second year following occupancy of the Hospital and each year thereafter for which a Shortfall exists. For example, if the aggregate Village tax rate for 2022 is \$5.76 per \$1,000 of assessed valuation, the Minimum Tax Payment would be calculated as follows:

$$\$22,265,000 \div \$1,000 \times \$5.76 = \$128,246.40$$

Therefore, the Development Agreement shall provide that Aurora is required to pay the Village as additional PILOT any Shortfall of its tax payment that is less than the Minimum Tax Payment, which is \$128,246.40 in this example.

12. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. The City and Village agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the state Circuit Court does not have jurisdiction over a matter in dispute.

13. LIABILITY FOR CERTAIN DAMAGES. Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any failure to perform its obligations

where such failure results from cause beyond such party's reasonable control.

14. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the obligations and services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

15. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

17. NOTICES. Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if: (i) personally delivered to the other party; (ii) sent by overnight courier; or (iii) deposited in the United States mail, postage prepaid, and addressed to the address set forth below:

If to VILLAGE: Village of Kohler
 Attn: Laurie Lindow, Village Clerk
 319 Highland Drive
 Kohler, WI 53044

With a copy to: Attorney Michael J. Bauer
 HOPP NEUMANN HUMKE LLP

2124 Kohler Memorial Drive - Suite 310
Sheboygan, WI 53081

If to CITY: City of Sheboygan
Attn: Meredith De Bruin, City Clerk
828 Center Avenue
Sheboygan, WI 53081

With a copy to: Attorney Charles Adams
City Attorney's Office
CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan WI 53081-4442

If to Utility: Sheboygan Water Utility
Attn: Joe Trueblood, Superintendent
72 Park Avenue
Sheboygan, WI 53081

With a copy to: Attorney Charles Adams
City Attorney's Office
CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan WI 53081-4442

19. CHANGE OF ADDRESS. Any party hereto may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this Agreement. At such time as a party transfers its interest under this Agreement so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.

[Remainder of this page is intentionally blank]

Approved by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By: Michael Woudenaar 4-30-19
Authorized Representative Date Signed

By: Mudatn Bani 5-1-19
Authorized Representative Date Signed

Authorized pursuant to City Resolution 3-19-20.

VILLAGE OF KOHLER

By: T. Lee R. [Signature] 5/13/2019
Authorized Representative Date Signed

By: Yousie Lindow 5/13/2019
Authorized Representative Date Signed

Authorized pursuant to Village Resolution 2019-5.

SHEBOYGAN WATER UTILITY

By: Amos R. [Signature] 4/23/19
Authorized Representative Date Signed

By: [Signature] 23 APR 19
Authorized Representative Date Signed

EXHIBIT A

Legal Description

A parcel of land being part of the SW1/4 of the SW1/4 and the SE1/4 of the SW1/4 of Section 28, Town 15 North, Range 23 East, located within the Village of Kohler, Sheboygan County, Wisconsin, and described as follows:

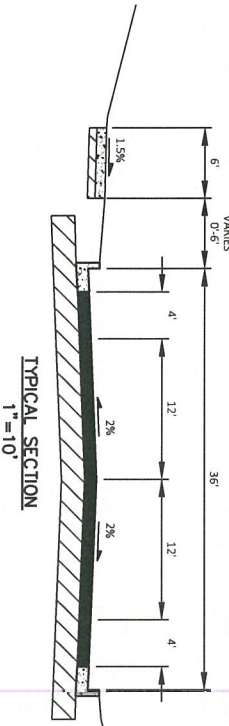
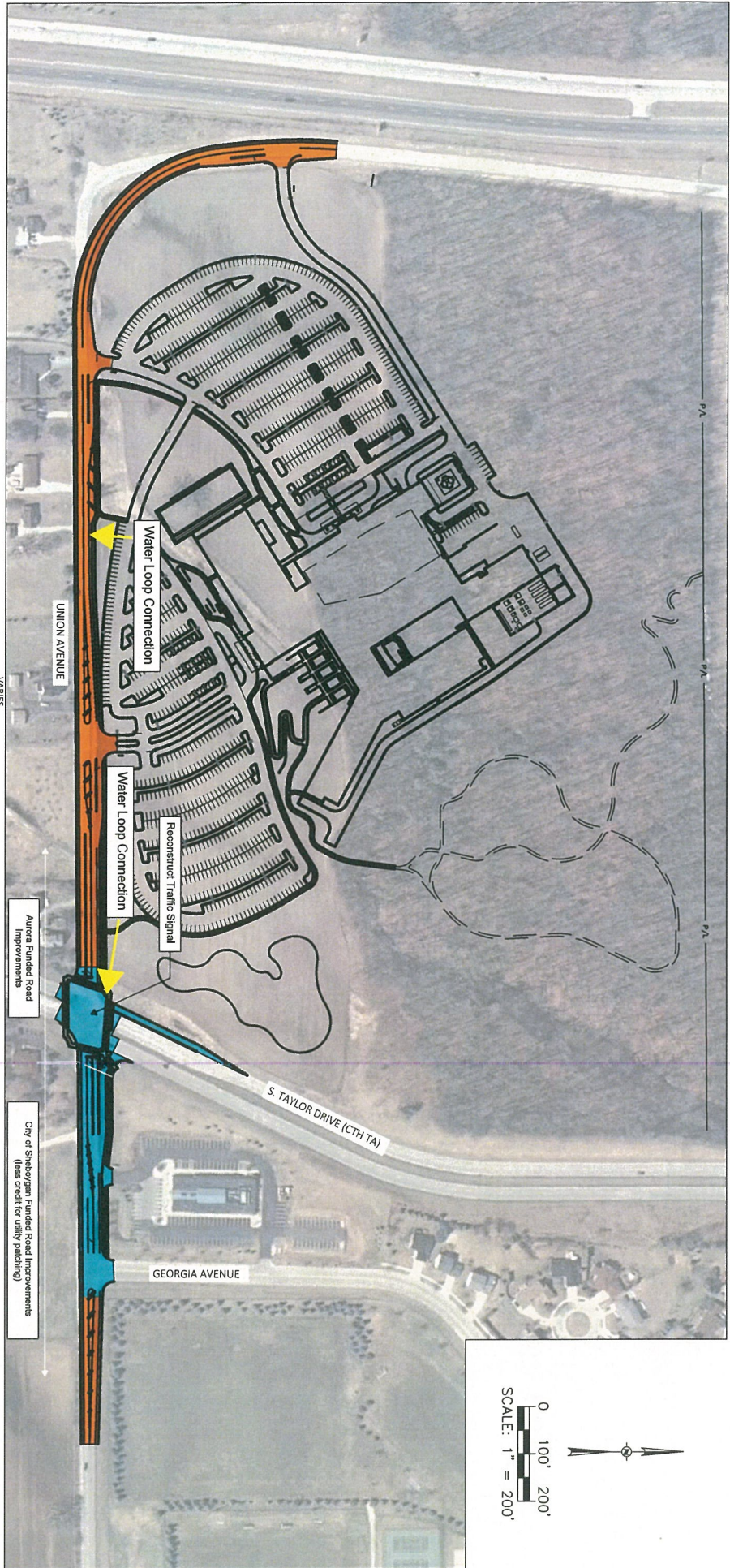
Commencing at the Southwest corner of Section 28, T15N, R23E; thence N.89°33'20"E. a distance of 1606.49 feet along the South line of the Southwest 1/4 of said Section 28 to the Point of Beginning, said point being in the centerline of Union Avenue; thence N.00°26'40"W., a distance of 33.00 feet to the existing easterly right-of-way line of State R/W Project Number T01-3(18)/1452-1-21, as described in Volume 458 of Records on Page 152 as Document Number 873126 of Sheboygan County Records; thence N.76°12'14"W. a distance of 67.00 feet along said right-of-way line; thence S.89°29'39"W., a distance of 718.39 feet along a line described in Document Number 1985159 as recorded in the Sheboygan County Register of Deeds Office; thence N.88°23'30"W., a distance of 71.94 feet; thence northwesterly 82.82 feet along the arc of a 60.00 foot radius curve to the right, having a chord bearing N.48°50'44"W., for a distance of 76.40 feet; thence N.09°19'53"W., a distance of 132.65 feet; thence N.03°02'30"W., a distance of 189.48 feet; thence N.01°44'14"W., a distance of 201.87 feet; thence N.11°44'38"E., a distance of 100.49 feet; thence N.06°08'57"E., a distance of 600.53 feet to the North line of the South 1/2 of the Southwest 1/4 of said Section 28; thence N.89°33'07"E., a distance of 7.11 feet along said North line of the South 1/2 of the Southwest 1/4 of said Section 28; thence continuing N.89°33'07"E., a distance of 1927.35 feet along said North line to the East line of the Southwest 1/4 of said Section 28, also being the West right-of-way line of Taylor Drive; thence S.00°30'22"W., a distance of 564.23 feet along said West right-of-way line; thence continuing along said West right-of-way line as described in Volume 1005 of Records on Pages 259-260 as Document Number 1127562 of Sheboygan County Records, S.12°09'53"W., a distance of 158.08 feet; thence continuing along said West right-of-way line S.22°01'29"W. (recorded as N.20°20'42"E.) a distance of 212.74 feet; thence continuing along said West right-of-way line S.26°04'05"W., a distance of 414.70 feet (recorded as N.24°23'18"E., a distance of 415.00 feet) to the North right-of-way line of Union Avenue; thence S.89°33'20"W., a distance of 43.83 feet (recorded as N.88°12'25"E., a distance of 43.70 feet) along said North right-

of-way line; thence S.00°26'40"E. (recorded as N.02°07'36"W), a distance of 33.00 feet to the South line of the Southwest 1/4 of said Section 28 said point being in the centerline of Union Avenue; thence S89°33'20"W., a distance of 724.52 feet along said South line of the Southwest 1/4 of said Section 28 to the Point of Beginning.

Parcel No. 59141-673261

PROJECT NUMBER: 2017-0154
 DATE: 03/15/2019
 SCALE: AS SHOWN

PROJECT TITLE: AURORA MEDICAL CENTER SHEBOYGAN COUNTY
 SHEET TITLE: RECOMMENDED IMPROVEMENTS EXHIBIT



Asphalt Pavement
 Concrete Pavement

EXHIBIT

C

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Memorandum of Understanding

Between

Aurora Health Care, Inc, a Wisconsin Non-Stock Corporation

and

City of Sheboygan

Purpose

This Memorandum of Understanding (“MOU”) sets forth the terms and understandings between the parties with regard to the location, construction, and fiscal responsibilities for infrastructure improvements associated with the development of the new Aurora Health Care, Inc. (hereinafter “Aurora”) Hospital located on the parcel northwest of the intersection of Taylor Drive and Union Avenue in Sheboygan County. Such understanding includes each party’s financial commitment to the infrastructure improvements and an agreement regarding the plan set approved for construction and related project specifications. This MOU is intended to be interpretive of the parties’ understanding of their respective agreements and commitments, but is not intended to in any way modify any prior contracts or agreements between the parties or the Intergovernmental Cooperative Agreement for the Development and Operation of Aurora Medical Center Sheboygan County entered into by the City of Sheboygan, the Sheboygan Water Utility, and the Village of Kohler (“IGA”). Any conflict between this MOU and any such agreements shall be resolved in favor of those agreements.

Background

The Aurora Hospital Project will result in increased vehicular demand on Union Avenue. The City of Sheboygan, which was given the lead role of reviewing and approving public infrastructure improvements pursuant to the IGA, wants to ensure that final improvements in the area will provide the most efficient and safe design for employees, customers, and residents.

In taking on that role, the City reviewed several design considerations with Aurora and the parties ultimately agreed on a design that is based upon solid design practices and a careful traffic impact analysis. This MOU identifies those elements or sections of infrastructure for which the cost will be borne by each party using color code identification added to the overall site design sheets provided by Graef-USA, Inc. (“Graef”), the designers of the agreed upon improvements.

Section 1

1. The parties agree that the overall site design sheets provided by Graef Engineers, which are dated 7/24/2020 and attached to this agreement as Exhibit A, including the color coding thereupon, are hereby incorporated as part of this MOU.

2. Regardless of the color code identification, Aurora, which has hired M.A. Mortenson as its general contractor/project manager, is fully responsible for the successful contracting and construction of the entire project as shown in the design plans for construction created by Graef Engineers.
3. Green highlighted sections on the overall design sheers represent areas of Aurora's financial responsibility, and are projected to cost approximately \$4.49 million.
4. Blue highlighted sections on the overall design sheers represent the areas of the City's financial responsibility, and are projected to cost approximately \$660,000.
5. A spreadsheet with the projected breakdown of costs of each highlighted section is attached as "Exhibit B."
6. The City of Sheboygan agrees to provide construction inspection on the project to ensure project design and specifications are met. The City shall not be responsible for contractor direction, unless consulted for guidance and approvals. Contractor direction will be the responsibility of Aurora and its general contractor/project manager. Approvals from the City of Sheboygan will be in writing from the Director of Public Works or his/her designee.
7. The City of Sheboygan agrees to allow the complete shutdown of the Taylor Drive and Union Avenue intersection until the repaving is ready for traffic. Upon completion of the intersection and repaving is completed, the intersection may operate, under traffic, with temporary signals until new traffic signals and standards are installed. The City of Sheboygan will not be responsible for any contractor claims for material delays or cold weather construction.
8. Any change orders to this contract that substantially increase the costs of this project and any associated contracts shall be reviewed by the City prior to executing said change. Failure to communicate or review changes with the City of Sheboygan Director of Public Works or his/her designee that affect the design, costs and timing, shall result in Aurora and its general contractor/project manager Mortensen absorbing all costs associated with the change order.
9. The City of Sheboygan agrees to make monthly payments for the cost of the work under the City of Sheboygan's responsibility.

Section 2

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

Section 3

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

Section 4

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

<signatures appear on the following page>

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

CITY OF SHEBOYGAN:

By:

Michael J. Vandersteen, Mayor

Date

Attest:

Meredith De Bruin, City Clerk

Date

Signatures authorized pursuant to Res. ____-20-21.

AURORA HEALTH CARE, INC.,
A Wisconsin Non-Stock Corporation

By:

Albert Manshum,
Its Senior Vice President, Support Services

Date

Date

Exhibit A

Exhibit B

Memorandum of Understanding

Between

Aurora Health Care, Inc, a Wisconsin Non-Stock Corporation

and

City of Sheboygan

Purpose

This Memorandum of Understanding (“MOU”) sets forth the terms and understandings between the parties with regard to the location, construction, and fiscal responsibilities for infrastructure improvements associated with the development of the new Aurora Hospital located on the parcel northwest of the intersection of Taylor Drive and Union Avenue in Sheboygan County. Such understanding includes each party’s financial commitment to the infrastructure improvements and an agreement regarding the plan set approved for construction and related project specifications. This MOU is intended to be interpretive of the parties’ understanding of their respective agreements and commitments, but is not intended to in any way modify any prior contracts or agreements between the parties or the Intergovernmental Cooperative Agreement for the Development and Operation of Aurora Medical Center Sheboygan County entered into by the City of Sheboygan, the Sheboygan Water Utility, and the Village of Kohler (“IGA”). Any conflict between this MOU and any such agreements shall be resolved in favor of those agreements.

Background

The Aurora Hospital Project will result in increased vehicular demand on Union Avenue. The City of Sheboygan, which was given the lead role of reviewing and approving public infrastructure improvements pursuant to the IGA, wants to ensure that final improvements in the area will provide the most efficient and safe design for employees, customers, and residents.

In taking on that role, the City reviewed several design considerations with Aurora and the parties ultimately agreed on a design that is based upon solid design practices and a careful traffic impact analysis. This MOU identifies those elements or sections of infrastructure for which the cost will be borne by each party using color code identification added to the overall site design sheets provided by Graef-USA, Inc. (“Graef”), the designers of the agreed upon improvements.

Section 1

The parties to this MOU are Aurora Health Care, Inc., a foreign non-stock corporation, with its principal Wisconsin office located at 750 W. Virginia Street, Milwaukee, WI 53204, and its affiliates and constituents, (including, but not limited to Aurora Health Care Medical Group, Inc., AdvocateAurora, and Sheboygan Memorial Hospital, Inc.), and its permitted successors and assigns (hereinafter “Aurora”), and the City of Sheboygan, a municipal corporation of the State

of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter “City”). Each party hereby agree that those signing this MOU on its behalf are authorized to make said, signature; except, however, that the signatures of those signing on behalf of the City may only do so pursuant to the authority granted to them by the City of Sheboygan Common Council.

Section 2

1. The parties agree that the overall site design sheets provided by Graef Engineers, which are dated July 24, 2020 and attached to this agreement as Exhibit A, including the color coding thereupon, are hereby incorporated as part of this MOU.
2. Regardless of the color code identification, Aurora, which has hired M.A. Mortenson Company (“Mortenson”) as its general contractor/project manager, is fully responsible for the successful contracting and construction of the entire project as shown in the design plans for construction created by Graef Engineers.
3. Green highlighted sections on the overall design sheers represent areas of Aurora’s financial responsibility, and are projected to cost approximately \$4.49 million.
4. Blue highlighted sections on the overall design sheers represent the areas of the City’s financial responsibility, and are projected to cost approximately \$660,000.
5. A spreadsheet with the projected breakdown of costs of each highlighted section is attached as “Exhibit B.”
6. The City of Sheboygan agrees to provide construction inspection on the project to ensure project design and specifications are met. The City shall not be responsible for contractor direction, unless consulted for guidance and approvals. Contractor direction will be the responsibility of Aurora and its general contractor/project manager. Approvals from the City of Sheboygan will be in writing from the Director of Public Works or his/her designee.
7. The City of Sheboygan agrees to allow the complete shutdown of the Taylor Drive and Union Avenue intersection until the repaving is ready for traffic. Upon completion of the intersection, including repaving, the intersection may operate under traffic with temporary signals until new traffic signals and standards are installed. The City of Sheboygan will not be responsible for any contractor claims for material delays or cold weather construction.
8. Any change order to this contract that substantially increases the costs of this project and any associated contracts shall be reviewed by the City prior to executing said change. Failure to communicate or review changes with the City of Sheboygan Director of Public Works or his/her designee that affect the design, costs and timing, shall result in Aurora and its general contractor/project manager Mortensen absorbing all costs associated with the change order.

9. The City of Sheboygan agrees to make monthly payments for the cost of the work under the City of Sheboygan's responsibility.

Section 3

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

Section 4

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

Section 5

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

<signatures appear on the following page>

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

CITY OF SHEBOYGAN:

By:

Michael J. Vandersteen, Mayor

Date

Attest:

Meredith De Bruin, City Clerk

Date

Signatures authorized pursuant to Res. ____-20-21.

AURORA HEALTH CARE, INC.,
A Wisconsin Non-Stock Corporation

By:

Albert Manshum,
Senior Vice President, Support Services

Date

Date

Exhibit A

Exhibit B

Memorandum of Understanding

Between

~~AdvocateAurora~~
Aurora Health Care, Inc, a Wisconsin Non-Stock Corporation

and

City of Sheboygan

Purpose

This Memorandum of Understanding (“MOU”) sets forth the terms and understandings between the parties with regard to the location, construction, and fiscal responsibilities for infrastructure improvements associated with the development of the new ~~AdvocateAurora~~Aurora Health Care, Inc. (hereinafter “Aurora”) Hospital located on the parcel northwest of the intersection of Taylor Drive and Union Avenue in Sheboygan County. Such understanding includes each party’s financial commitment to the infrastructure improvements and an agreement regarding the plan set approved for construction and related project specifications. This MOU is intended to be interpretive of the parties’ understanding of their respective agreements and commitments, but is not intended to in any way modify any prior contracts or agreements between the parties or the Intergovernmental Cooperative Agreement for the Development and Operation of Aurora Medical Center Sheboygan County entered into by the City of Sheboygan, the Sheboygan Water Utility, and the Village of Kohler (“IGA”). Any conflict between this MOU and any such agreements shall be resolved in favor of those agreements.

Background

The ~~Advocate/~~Aurora Hospital Project will result in increased vehicular demand on Union Avenue. The City of Sheboygan, which was given the lead role of reviewing and approving public infrastructure improvements pursuant to the IGA, wants to ensure that final improvements in the area will provide the most efficient and safe design for employees, customers, and residents.

In taking on that role, the City reviewed several design considerations with ~~AdvocateAurora,~~Aurora and the parties ultimately agreed on a design that is based upon solid design practices and a careful traffic impact analysis. This MOU identifies those elements or sections of infrastructure for which the cost will be borne by each party using color code identification added to the overall site design sheets provided by Graef-USA, Inc. (“Graef”), the designers of the agreed upon improvements.

Section 1

1. The parties agree that the overall site design sheets provided by Graef Engineers, which are dated 2020 and attached to this agreement as Exhibit A, including the color coding thereupon, are hereby incorporated as part of this MOU.

2. Regardless of the color code identification, ~~AdvocateAurora~~Aurora, which has hired M.A. Mortenson ~~Company~~ as its general contractor/project manager, is fully responsible for the successful contracting and construction of the entire project as shown in the design plans for construction created by Graef Engineers.

3. Green highlighted sections on the overall design sheers represent areas of ~~AdvocateAurora~~Aurora's financial responsibility, and are projected to cost approximately \$4.3 million [still to be finalized].

4. Blue highlighted sections on the overall design sheers represent the areas of the City's financial responsibility, and are projected to cost approximately \$670,000 [still to be finalized].

~~5. Red highlighted sections represent neighboring property impacts and represent areas of AdvocateAurora's financial responsibility. This section is designed to effectuate the agreement indicated in a July 10, 2020 email from Mr. Patrick Lyons, Director, Planning, Design and Construction for AdvocateAurora to David Biebel, the City's Director of Public Works.~~

~~6-~~A spreadsheet with the projected breakdown of costs of each highlighted section is attached as "Exhibit B."

76. The City of Sheboygan agrees to provide construction inspection on the project to ensure project design and specifications are met. The City shall not be responsible for contractor direction, unless consulted for guidance and approvals. Contractor direction will be the responsibility of ~~AdvocateAurora~~Aurora and its general contractor/project manager. Approvals from the City of Sheboygan will be in writing from the Director of Public Works or his/her designee.

87. The City of Sheboygan agrees to allow the complete shutdown of the Taylor Drive and Union Avenue intersection until the repaving is ready for traffic. TheUpon completion of the intersection and repaving is completed, the intersection may operate, under traffic, with temporary signals until new traffic signals and standards are installed. The City of Sheboygan will not be responsible for any contractor claims for material delays or cold weather construction.

98. Any change orders to this contract that substantially increase the costs of this project and any associated contracts shall be reviewed by the City prior to executing said change. Failure to communicate or review changes with the City of Sheboygan Director of Public Works or his/her designee that affect the design, costs and timing, shall result in ~~AdvocateAurora~~Aurora and its general contractor/project manager Mortensen absorbing all costs associated with the change order.

109. The City of Sheboygan agrees to make monthly payments for the cost of the work under the City of Sheboygan's responsibility.

Section 2

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

Section 3

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

Section 4

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

<signatures appear on the following page>

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

CITY OF SHEBOYGAN:

By:

Michael J. Vandersteen, Mayor

Date

Attest:

Meredith De Bruin, City Clerk

Date

Signatures authorized pursuant to Res. ____-20-21.

~~ADVOCATE AURORA:~~
AURORA HEALTH CARE, INC.,
A Wisconsin Non-Stock Corporation

By:

Albert Manshum,
Its Senior Vice President, Support Services

Date

Date

Exhibit A

Exhibit B

Document comparison by Workshare 10.0 on Friday, July 17, 2020 10:27:36 AM

Input:	
Document 1 ID	iManage://AHCS7096/DocManagement/85465/1
Description	#85465v1<DocManagement> - 2020 Aurora Infrastructure MOU (Aurora and City of Sheboygan)
Document 2 ID	iManage://AHCS7096/DocManagement/85465/2
Description	#85465v2<DocManagement> - 2020 Aurora Infrastructure MOU (Aurora and City of Sheboygan)
Rendering set	Standard

Legend:	
	<u>Insertion</u>
	Deletion
	Moved from
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	21
Deletions	19
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	40

Exhibit B

7.23.20	<u>Project</u>	<u>City of Sheboygan</u>
Subcontracts	\$ 3,236,948	\$ 566,407
Anticipated Expenses	\$ 152,134	\$ -
Subtotal	\$ 3,389,082	\$ 566,407
Design	\$ 170,030	\$ 22,020
General Conditions & General Requirements	\$ 198,396	\$ -
Subtotal	\$ 3,757,508	\$ 588,427
Contingency	\$ 201,670	\$ 70,611
Subtotal	\$ 3,959,178	\$ 659,038
Insurance & Fees	\$ 375,684	\$ -
Connection Fee (AAH Direct Cost)	\$ 71,088	\$ -
Testing (AAH Direct Cost to Graef for services)	\$ 80,000	\$ -
Inspections	By the City	By the City
Subtotal	\$ 4,485,950	\$ 659,038
Total Project Budget	\$ 5,144,988	

Line	Name	Duration	Start	Finish	2020 Jul Aug Sep Oct Nov Dec 2021 Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov											
Union Avenue Road Improvement Work																
1	Summary & Milestones	894d	2/26/2018 A	9/2/2021												
2	Design & Preconstruction	618d	2/26/2018	8/3/2020												
3	Design & Preconstruction	618d	2/26/2018 A	8/3/2020	Design & Preconstruction											
4	Planning & Procurement	230d	7/13/2020	6/8/2021	Planning & Procurement											
5	Overall Milestones	276d	8/3/2020	9/2/2021												
6	Start Work - Road Improvements		8/3/2020	8/3/2020	Start Work - Road Improvements											
7	Substantial Completion (East & Int Driving Surfaces)		10/29/2020	10/29/2020	Substantial Completion (East & Int Driving Surfaces)											
8	Substantial Completion (Road Improvements)		6/15/2021	6/15/2021	Substantial Completion (Road Improvements)											
9	Substantial Completion (Traffic Signals & Restoration)		7/21/2021	7/21/2021	Substantial Completion (Traffic Signals & Restoration)											
10	Final Completion Milestone (Road Improvements) - Traffic Signal Procurement Driven		9/2/2021	9/2/2021	Final Completion Milestone (Road Improvements) - Traffic Signal Procurement Driven											
11	Construction	73d	8/3/2020	11/12/2020	Construction (Excluding Landscaping & Final Asphalt)											
12	Completion	190d	10/20/2020	7/20/2021	Landscaping, Asphalt, Punchlist, Signals, & Restoration											
13	Design & Preconstruction	618d	2/26/2018 A	8/3/2020												
14	Design & Estimating	535d	2/26/2018 A	4/3/2020 A												
15	Civil Design	535d	2/26/2018 A	4/3/2020 A												
16	Road Improvement Drawings (on Hold)	35d	2/26/2018 A	5/25/2018 A												
17	Civil Design Process	80d	7/9/2018 A	10/29/2018 A												
18	25% Road Design Dwgs (Including utility extensions) - City Comments 1 wk	32d	9/12/2019 A	10/25/2019 A												
19	50% Road Design Dwgs - City Comments 1 wk	27d	10/11/2019 A	12/20/2019 A												
20	85% Road Design Dwgs - City Comments 1 wk	25d	12/20/2019 A	2/14/2020 A												
21	Final Road Design Dwgs/Specs - City Comments 1 wk	10d	3/23/2020 A	4/3/2020 A												
22	Contracting	10d	7/20/2020	8/3/2020												
23	Owner Agreement & PO	5d	7/22/2020	7/29/2020												
24	Submit Owner Agreement		7/22/2020 *	7/22/2020	Submit Owner Agreement											
25	Owner Review Period	3d	7/22/2020	7/24/2020	Owner Review Period											
26	Owner Agreement Executed		7/27/2020	7/27/2020	Owner Agreement Executed											
27	Owner PO	2d	7/27/2020	7/28/2020	Owner PO											

AdvocateAuroraHealth

Aurora Sheboygan Medical Campus
Union Avenue Road Improvement Work - July Update



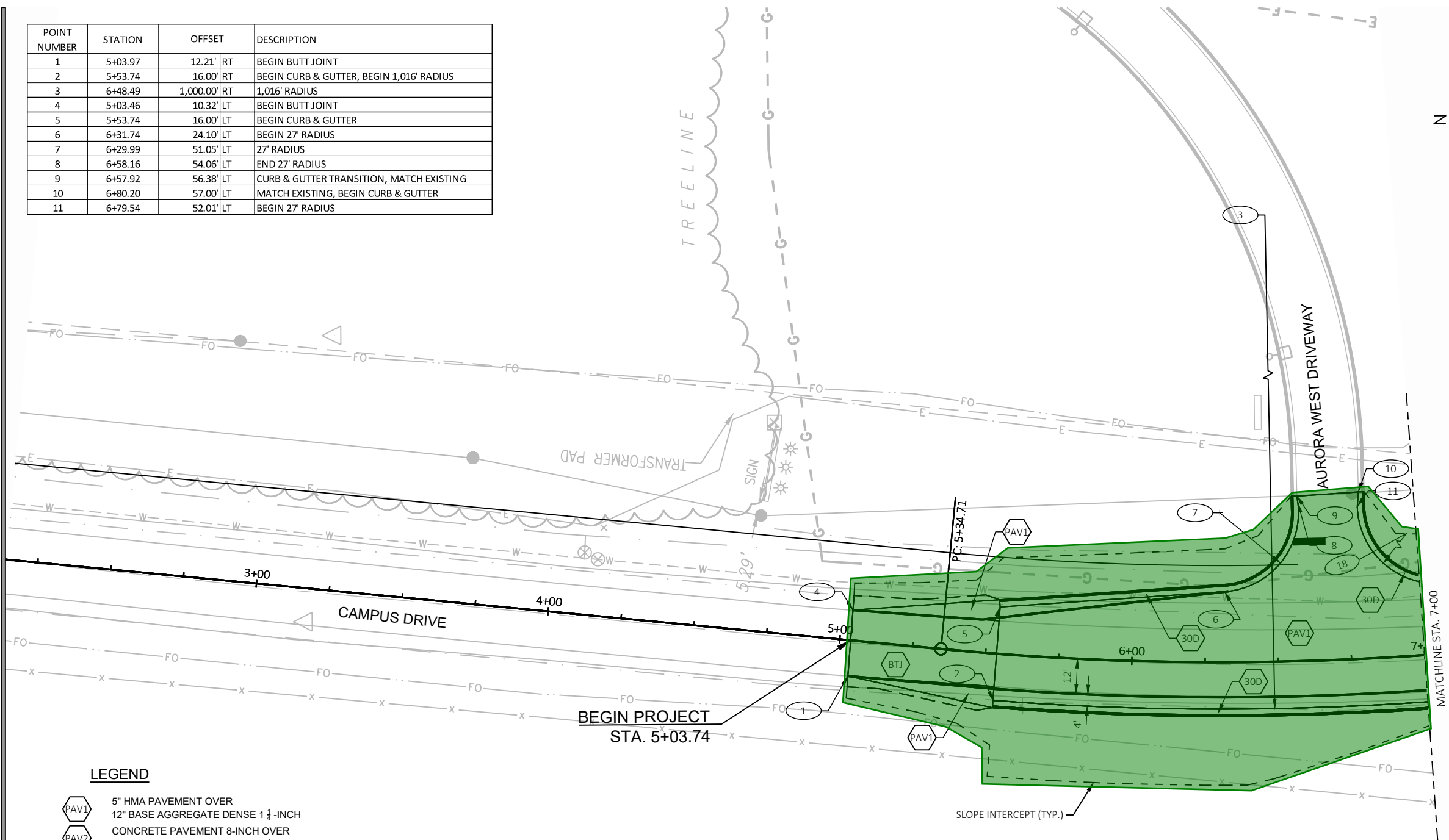
Line	Name	Duration	Start	Finish	
63	Mort Submittal Review - Temp Traffic Signals - Procurement	2d	8/10/2020	8/11/2020	
64	Design Team Review - Temp Traffic Signals - Procurement	5d	8/12/2020	8/18/2020	
65	Fabricate - Temp Traffic Signals - Procurement	5d	8/19/2020	8/25/2020	
66	Deliver to Site - Temp Traffic Signals - Procurement		9/24/2020	9/24/2020	
67	Receive Submittal - Traffic Pole Signals - Procurement		8/10/2020	8/10/2020	
68	Mort Submittal Review - Traffic Pole Signals - Procurement	10d	8/10/2020	8/21/2020	
69	Design Team Review - Traffic Pole Signals - Procurement	10d	8/24/2020	9/4/2020	
70	Fabricate - Traffic Pole Signals - Procurement	190d	9/8/2020	6/7/2021	
71	Deliver to Site - Traffic Pole Signals - Procurement		6/8/2021	6/8/2021	
72	Construction	73d	8/3/2020	11/12/2020	
73	Construction	73d	8/3/2020	11/12/2020	
74	Union East	62d	8/3/2020	10/28/2020	
75	East Union Road Closure	57d	8/3/2020	10/22/2020	
76	Survey, Stake & Erosion Control - Union East	2d	8/3/2020	8/4/2020	
77	Install Message Boards	5d	8/5/2020	8/11/2020	
78	Close East Side of Union Ave Traffic		8/12/2020	8/12/2020	
79	Work Ongoing East Side Union Ave from East Side Intersection to East	50d	8/12/2020	10/21/2020	
80	Open East Side of Union Ave Traffic		10/22/2020	10/22/2020	
81	Sanitary Sewer Installation - Union East	10d	8/12/2020	8/25/2020	
82	Storm Sewer Installation - Union East	10d	8/26/2020	9/9/2020	
83	Grading Work - Union East	5d	9/2/2020	9/9/2020	
84	Base Course - Union East	5d	9/10/2020	9/16/2020	
85	Curb & Gutter - Union East	10d	9/17/2020	9/30/2020 *	
86	Asphalt Pavement (Binder & Temp Markings) - Union East	5d	10/1/2020	10/7/2020 *	
87	UG Electrical / Base - Union East	10d	10/1/2020	10/14/2020	
88	Sidewalks - Union East	10d	10/8/2020	10/21/2020 *	
89	Asphalt Pavement (Final) - Union East	5d	10/22/2020	10/28/2020 *	
90	Union & Taylor Intersection	73d	8/3/2020	11/12/2020	
91	Intersection Closure & Temp Site Entrance Use	67d	8/3/2020	11/4/2020	
92	Survey, Stake & Erosion Control - Taylor Drive	3d	8/3/2020	8/5/2020	
93	Build Temporary Road to AMCSC - Taylor Drive	5d	8/3/2020	8/7/2020	

AdvocateAuroraHealth

Aurora Sheboygan Medical Campus
Union Avenue Road Improvement Work - July Update



POINT NUMBER	STATION	OFFSET	DESCRIPTION
1	5+03.97	12.21' RT	BEGIN BUTT JOINT
2	5+53.74	16.00' RT	BEGIN CURB & GUTTER, BEGIN 1,016' RADIUS
3	6+48.49	1,000.00' RT	1,016' RADIUS
4	5+03.46	10.32' LT	BEGIN BUTT JOINT
5	5+53.74	16.00' LT	BEGIN CURB & GUTTER
6	6+31.74	24.10' LT	BEGIN 27' RADIUS
7	6+29.99	51.05' LT	27' RADIUS
8	6+58.16	54.06' LT	END 27' RADIUS
9	6+57.92	56.38' LT	CURB & GUTTER TRANSITION, MATCH EXISTING
10	6+80.20	57.00' LT	MATCH EXISTING, BEGIN CURB & GUTTER
11	6+79.54	52.01' LT	BEGIN 27' RADIUS



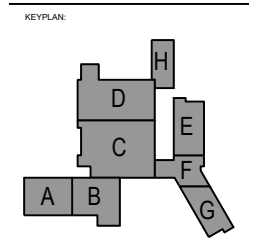
LEGEND

- 5" HMA PAVEMENT OVER 12" BASE AGGREGATE DENSE 1 1/4" -INCH
- CONCRETE PAVEMENT 8-INCH OVER 10" BASE AGGREGATE DENSE 1 1/4" -INCH
- CONCRETE CURB & GUTTER, 30 - INCH TYPE D
- CONCRETE CURB & GUTTER, 30 - INCH TYPE A
- CONCRETE SIDEWALK 5-INCH OVER 4" BASE AGGREGATE DENSE 1 1/4" -INCH
- COLORED CONCRETE SIDEWALK 5-INCH OVER 4" BASE AGGREGATE DENSE 1 1/4" -INCH
- CURB RAMP, TYPE X
- ASPHALTIC BUTT JOINT
- ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- CONCRETE DRIVEWAY 7-INCH OVER 6" BASE AGGREGATE DENSE 1 1/2" -INCH
- SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

333 East Erie Street
Milwaukee, Wisconsin 53202
Telephone 414.278.8200

UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO	DESCRIPTION	DATE
	ISSUED FOR CONSTRUCTION	04/20/2020

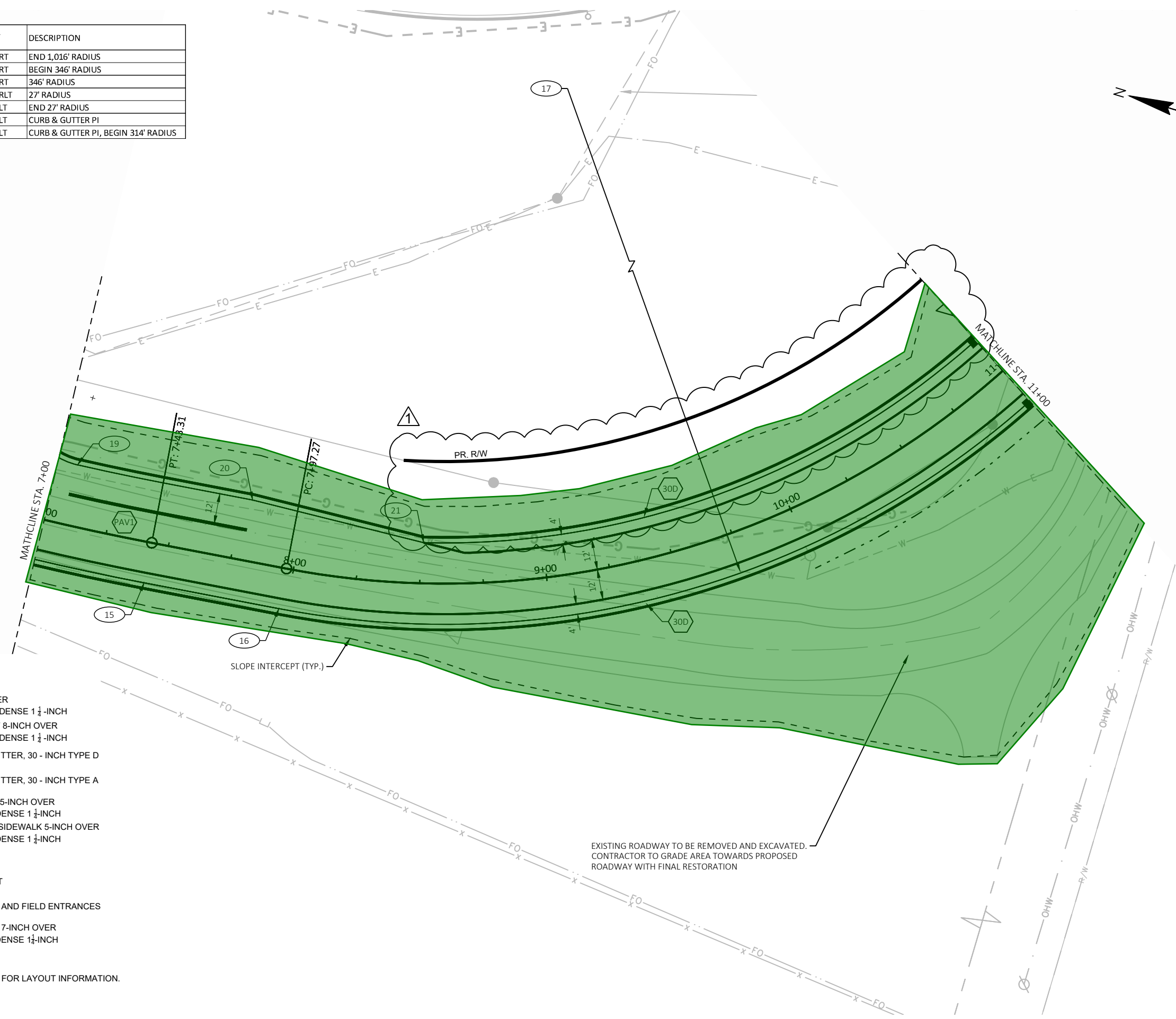
ISSUANCE HISTORY - THIS SHEET
PROJECT NO: 2017-0154

PLAN DETAILS

DATE: October 18, 2018
CP-3

R159

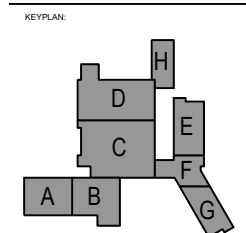
POINT NUMBER	STATION	OFFSET	DESCRIPTION
15	7+43.30	16.00' RT	END 1,016' RADIUS
16	7+97.27	16.00' RT	BEGIN 346' RADIUS
17	7+97.27	330.00' RT	346' RADIUS
18	7+07.99	51.00' RLT	27' RADIUS
19	7+07.99	24.00' LT	END 27' RADIUS
20	7+79.09	24.00' LT	CURB & GUTTER PI
21	8+51.17	16.00' LT	CURB & GUTTER PI, BEGIN 314' RADIUS



LEGEND

- 5" HMA PAVEMENT OVER 12" BASE AGGREGATE DENSE 1 1/4" -INCH
- CONCRETE PAVEMENT 8-INCH OVER 10" BASE AGGREGATE DENSE 1 1/4" -INCH
- CONCRETE CURB & GUTTER, 30 - INCH TYPE D
- CONCRETE CURB & GUTTER, 30 - INCH TYPE A
- CONCRETE SIDEWALK 5-INCH OVER 4" BASE AGGREGATE DENSE 1 1/4" -INCH
- COLORED CONCRETE SIDEWALK 5-INCH OVER 4" BASE AGGREGATE DENSE 1 1/4" -INCH
- CURB RAMP, TYPE X
- ASPHALTIC BUTT JOINT
- ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- CONCRETE DRIVEWAY 7-INCH OVER 6" BASE AGGREGATE DENSE 1 1/2" -INCH
- SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



NO	DESCRIPTION	DATE
ISSUED FOR CONSTRUCTION		04/20/2020
Δ	CB-001	05/14/2020

ISSUANCE HISTORY - THIS SHEET

PROJECT NO: 2017-0154

PLAN DETAILS

DATE: October 18, 2018

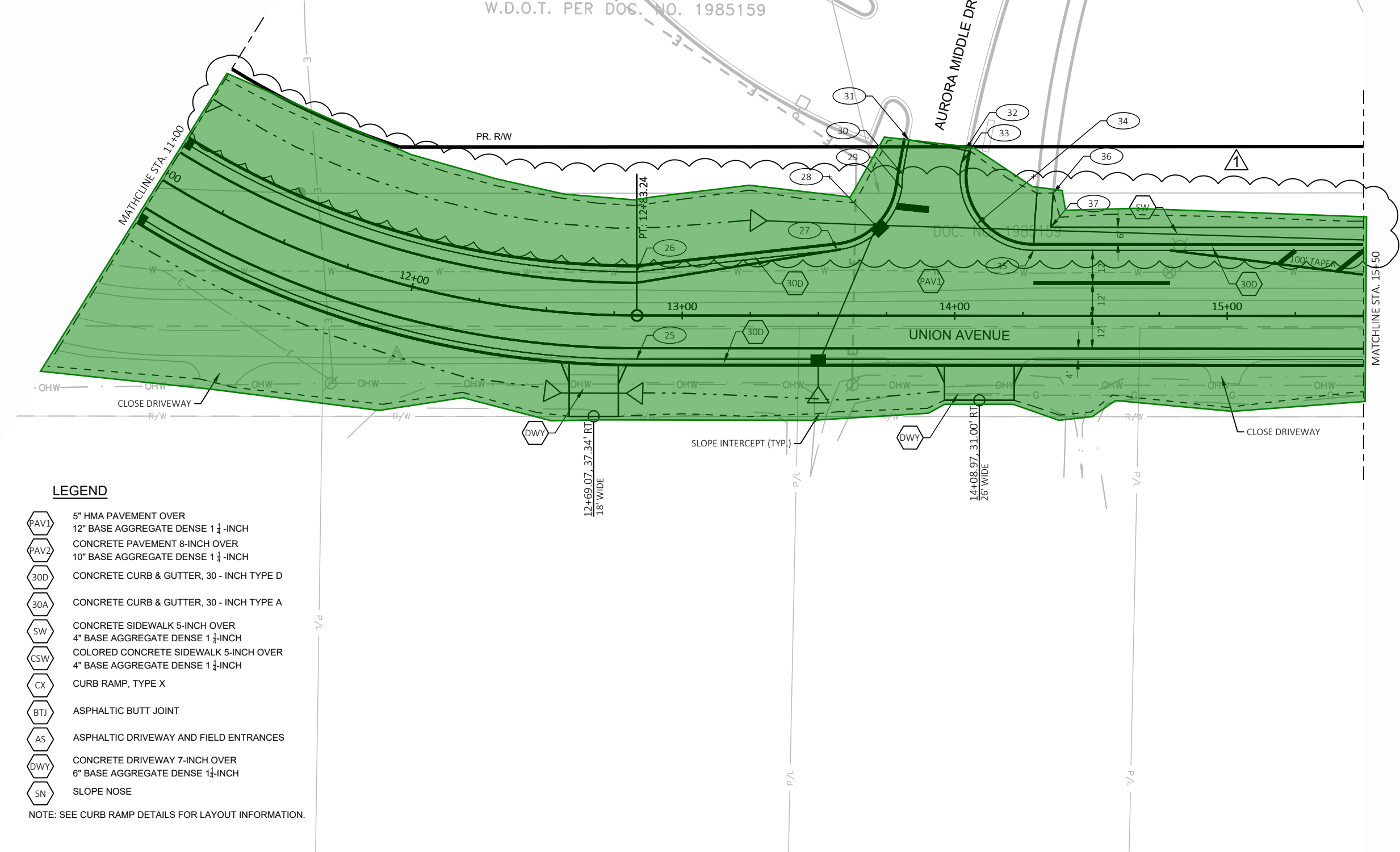
CP-3



R160

POINT NUMBER	STATION	OFFSET	DESCRIPTION
25	12+83.24	16.00' RT	END 346' RADIUS
26	12+83.24	16.00' LT	END 314' RADIUS, BEGIN TAPER
27	13+56.80	24.12' LT	BEGIN 27' RADIUS
28	13+53.84	50.96' LT	27' RADIUS
29	13+80.51	46.77' LT	END 27' RADIUS
30	13+80.81	51.78' LT	TRANSITION TO 18-INCH CURB & GUTTER
31	13+83.10	64.50' LT	END CURB & GUTTER
32	14+03.75	60.67' LT	BEGIN CURB & GUTTER, TRANSITION TO 30-INCH
33	14+02.33	55.84' LT	BEGIN 27' RADIUS
34	14+28.89	51.00' LT	27' RADIUS
35	14+28.89	24.00' LT	END 27' RADIUS
36	14+36.10	45.01' LT	MATCH EXISTING SITE SIDEWALK
37	14+35.23	32.50' LT	SIDEWALK PI

KOHLER CO. PURCHASES FROM
W.D.O.T. PER DOC. NO. 1985159



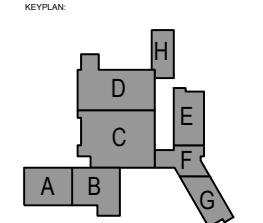
HGA
333 East Erie Street
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Telephone 414.278.8200

Mortenson

Aurora
Health Care®

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UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
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COUNTY
SHEBOYGAN, WI



- LEGEND**
- 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/4-INCH
 - CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/4-INCH
 - CONCRETE CURB & GUTTER, 30 - INCH TYPE D
 - CONCRETE CURB & GUTTER, 30 - INCH TYPE A
 - CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/4-INCH
 - COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/4-INCH
 - CURB RAMP, TYPE X
 - ASPHALTIC BUTT JOINT
 - ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/2-INCH
 - SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

NO	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	04/20/2020
2	△ CB-001	05/14/2020

ISSUANCE HISTORY - THIS SHEET

PROJECT NO: 2017-0154

PLAN DETAILS

DATE: October 18, 2018

CP-3

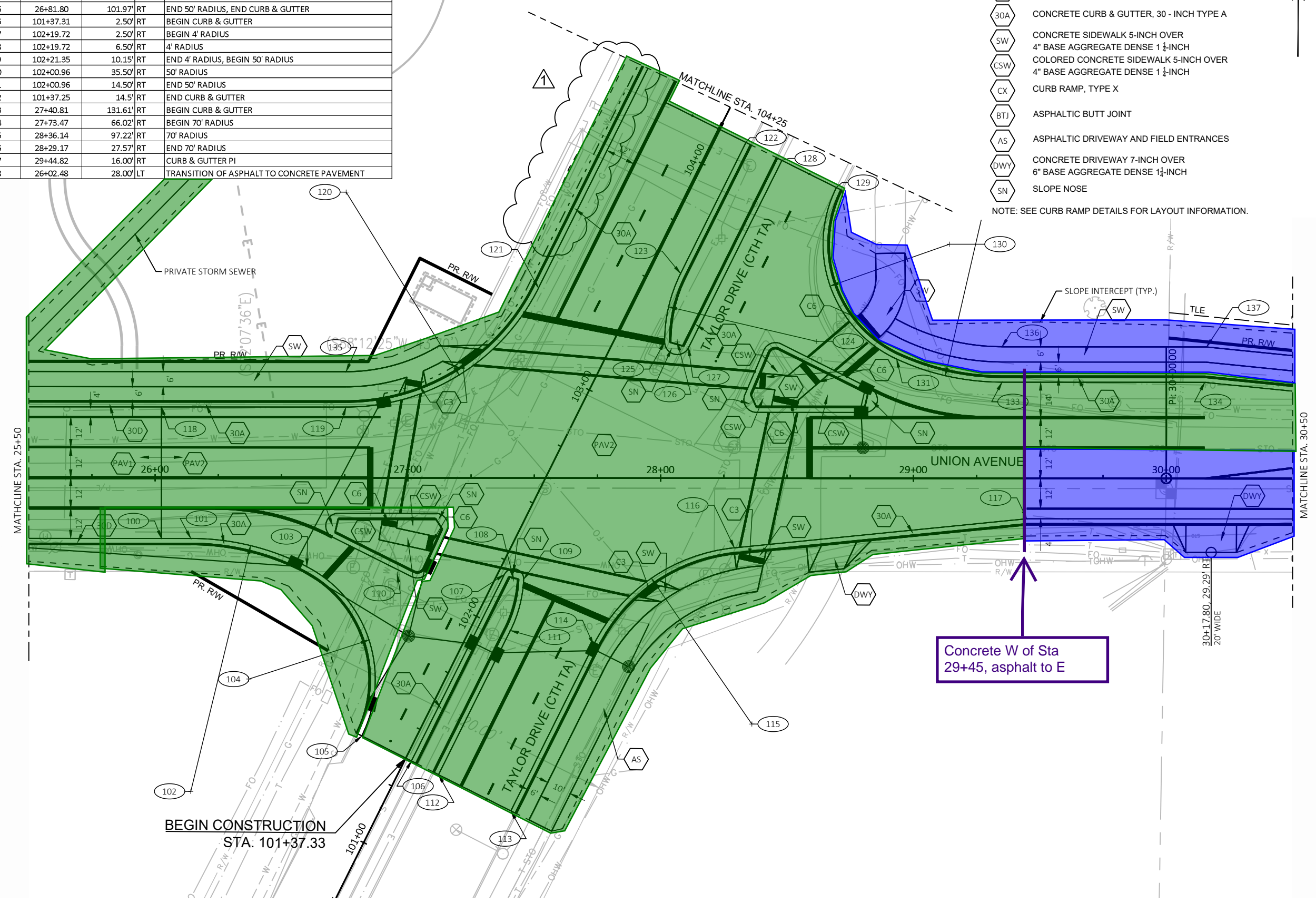


R161

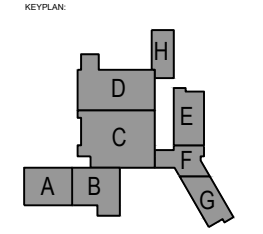
POINT NUMBER	STATION	OFFSET	DESCRIPTION
100	26+02.51	24.00' RT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT
101	26+14.17	24.00' RT	BEGIN 100' RADIUS
102	26+14.17	124.00' RT	100' RADIUS
103	26+60.03	35.14' RT	END 100' RADIUS, BEGIN 50' RADIUS
104	26+37.10	79.57' RT	50' RADIUS
105	26+81.80	101.97' RT	END 50' RADIUS, END CURB & GUTTER
106	101+37.31	2.50' RT	BEGIN CURB & GUTTER
107	102+19.72	2.50' RT	BEGIN 4' RADIUS
108	102+19.72	6.50' RT	4' RADIUS
109	102+21.35	10.15' RT	END 4' RADIUS, BEGIN 50' RADIUS
110	102+00.96	35.50' RT	50' RADIUS
111	102+00.96	14.50' RT	END 50' RADIUS
112	101+37.25	14.5' RT	END CURB & GUTTER
113	27+40.81	131.61' RT	BEGIN CURB & GUTTER
114	27+73.47	66.02' RT	BEGIN 70' RADIUS
115	28+36.14	97.22' RT	70' RADIUS
116	28+29.17	27.57' RT	END 70' RADIUS
117	29+44.82	16.00' RT	CURB & GUTTER PI
118	26+02.48	28.00' LT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT

LEGEND

- PAV1 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/4-INCH
 - PAV2 CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/4-INCH
 - 30D CONCRETE CURB & GUTTER, 30 - INCH TYPE D
 - 30A CONCRETE CURB & GUTTER, 30 - INCH TYPE A
 - SW CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/4-INCH
 - CSW COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/4-INCH
 - CX CURB RAMP, TYPE X
 - BTJ ASPHALTIC BUTT JOINT
 - AS ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - DWY CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/2-INCH
 - SN SLOPE NOSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



Concrete W of Sta 29+45, asphalt to E



NO	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	04/20/2020
2	CB-001	05/14/2020

ISSUANCE HISTORY - THIS SHEET
PROJECT NO: 2017-0154

PLAN DETAILS

DATE: October 18, 2018
CP-3



R164

POINT NUMBER	STATION	OFFSET	DESCRIPTION
210	105+09.12	36.00' LT	CURB & GUTTER PI
211	106+09.12	24.00' LT	END CURB & GUTTER, MATCH EXISTING
212	105+75.70	24.00' LT	PAVEMENT PI
213	105+75.70	18.04' LT	PAVEMENT PI
214	105+87.70	18.04' LT	PAVEMENT PI
215	105+87.70	24.00' LT	PAVEMENT PI



BEFORE INSTALLING TIE BARS INTO EXISTING PAVEMENT, COORDINATE WITH CITY TO VERIFY CONDITION OF ADJACENT PAVEMENT. IF PAVEMENT IS IN POOR CONDITION, CONTRACTOR SHALL REPLACE ADJACENT CONCRETE PAVEMENT AS IDENTIFIED BY THE CITY.

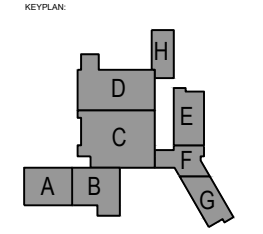
END CONSTRUCTION
STA. 106+09.12

(S24°23'18"W 415.00')
MATCHLINE STA. 104+25

LEGEND

- PAV1 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/4-INCH
- PAV2 CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/4-INCH
- 30D CONCRETE CURB & GUTTER, 30 - INCH TYPE D
- 30A CONCRETE CURB & GUTTER, 30 - INCH TYPE A
- SW CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/4-INCH
- CSW COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/4-INCH
- CX CURB RAMP, TYPE X
- BTJ ASPHALTIC BUTT JOINT
- AS ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- DWY CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/2-INCH
- SN SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



NO	DESCRIPTION	DATE
ISSUED FOR CONSTRUCTION		04/20/2020
△	CB-001	05/14/2020

PROJECT NO: 2017-0154

PLAN DETAILS

DATE: October 18, 2018

CP-3

R168

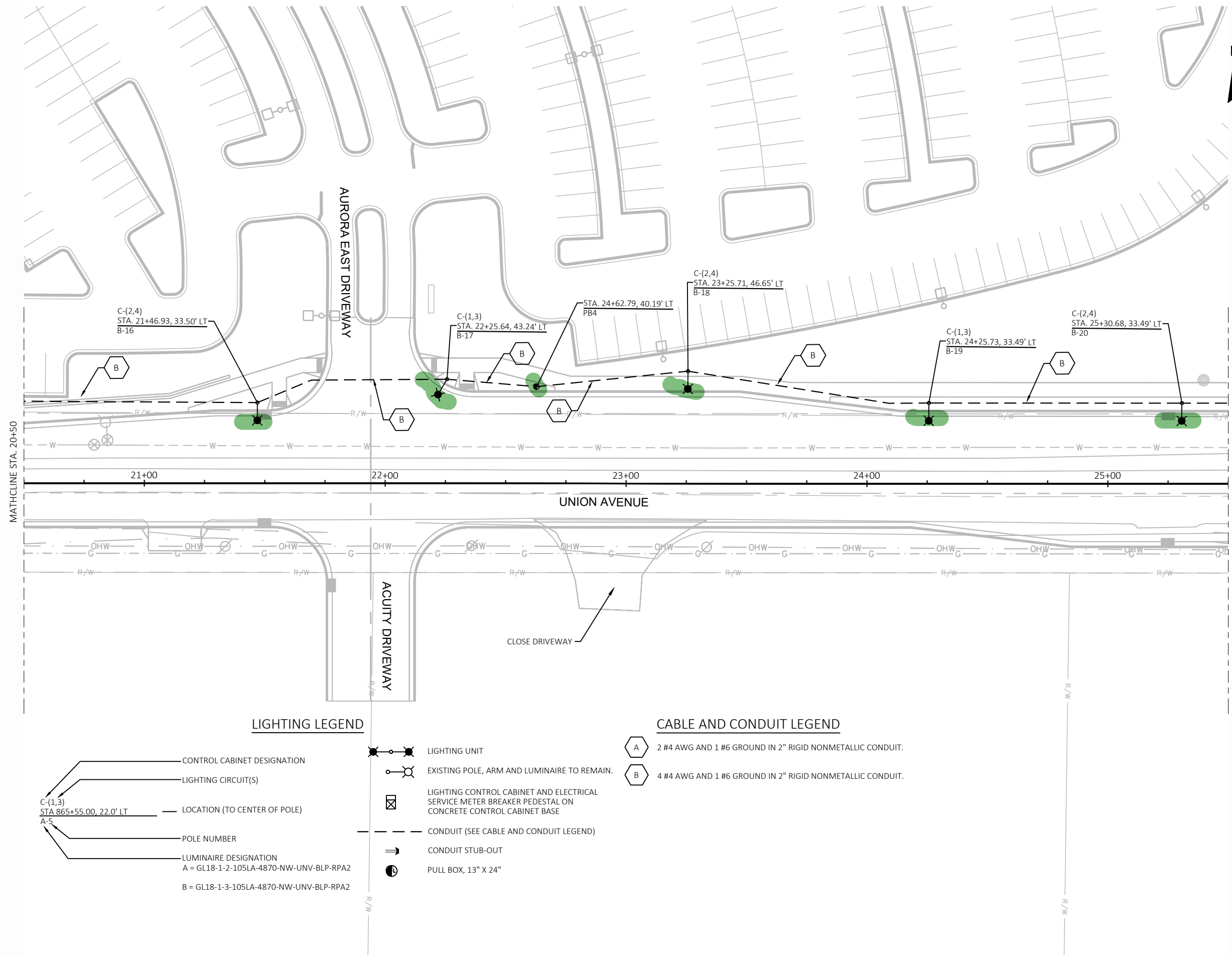
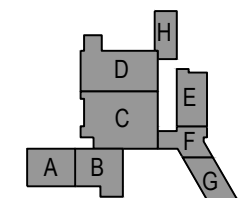


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UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI

KEY PLAN:



LIGHTING LEGEND

- CONTROL CABINET DESIGNATION
- LIGHTING CIRCUIT(S)
- LOCATION (TO CENTER OF POLE)
- POLE NUMBER
- LUMINAIRE DESIGNATION
A = GL18-1-2-105LA-4870-NW-UNV-BLP-RPA2
B = GL18-1-3-105LA-4870-NW-UNV-BLP-RPA2

- LIGHTING UNIT
- EXISTING POLE, ARM AND LUMINAIRE TO REMAIN.
- LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER BREAKER PEDESTAL ON CONCRETE CONTROL CABINET BASE
- CONDUIT (SEE CABLE AND CONDUIT LEGEND)
- CONDUIT STUB-OUT
- PULL BOX, 13" X 24"

CABLE AND CONDUIT LEGEND

- A 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT.
- B 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT.

NO	DESCRIPTION	DATE
	ISSUED FOR CONSTRUCTION	04/20/2020

ISSUANCE HISTORY - THIS SHEET

PROJECT NO: 2017-0154

LIGHTING PLAN

DATE: October 18, 2018

CP-3



R203

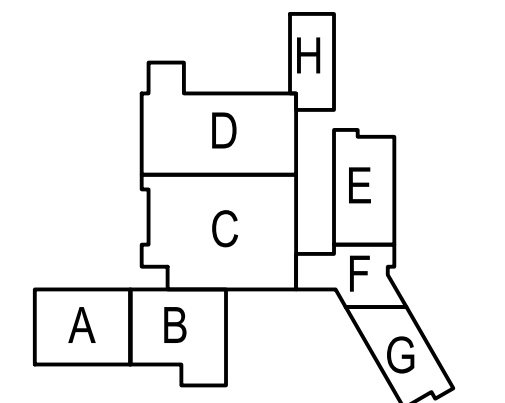


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UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI

KEYPLAN:



NO	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	05/01/2020

ISSUANCE HISTORY - THIS SHEET

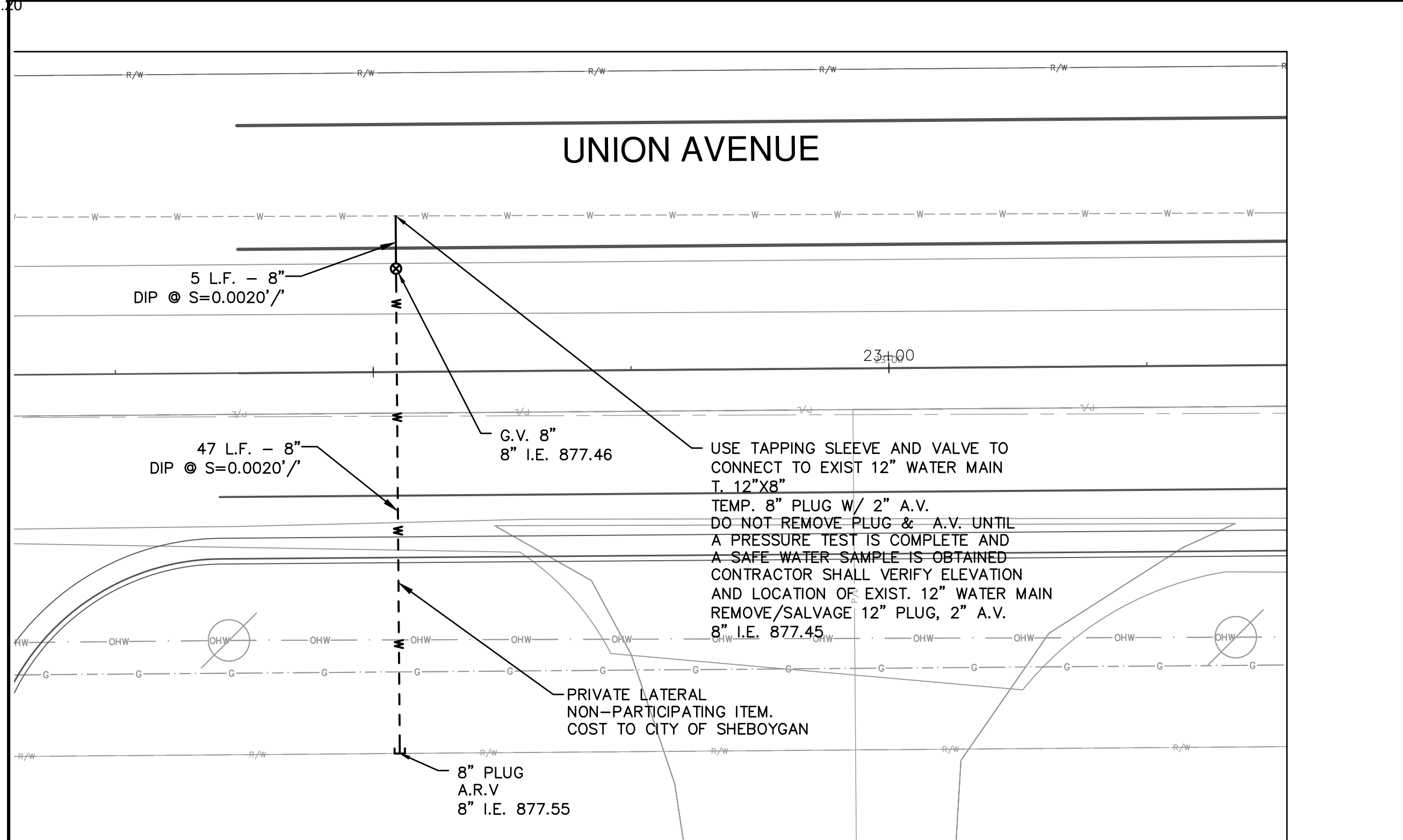
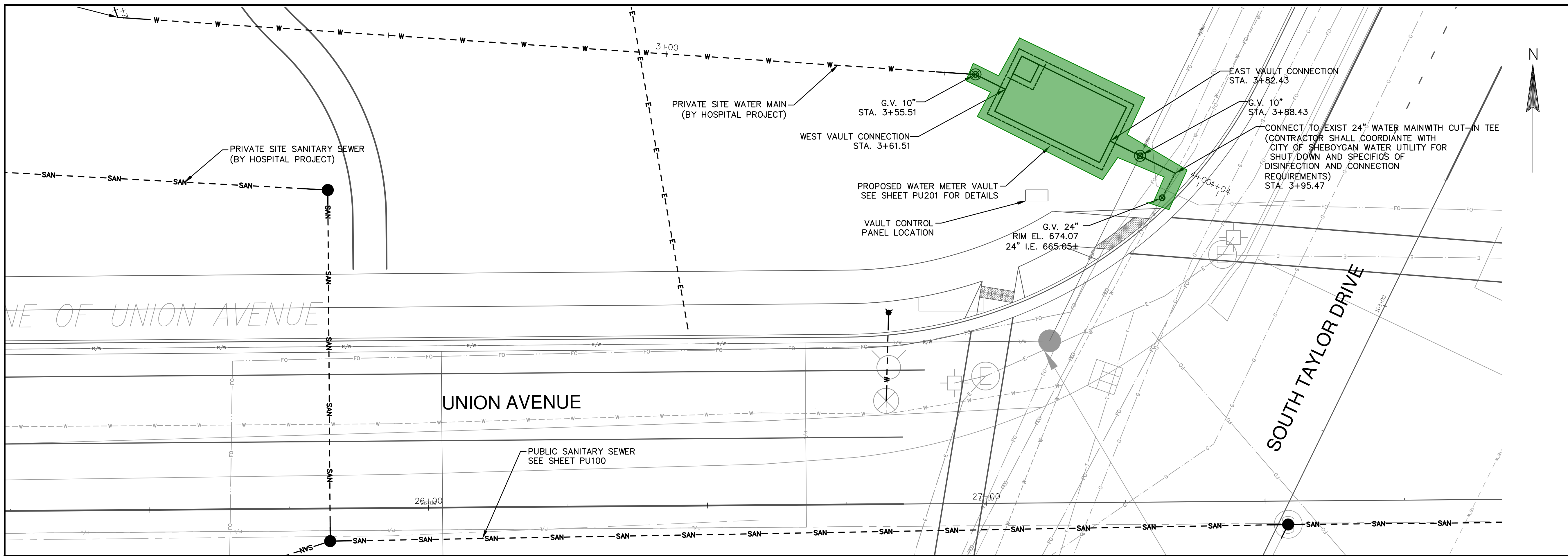
PROJECT NO: 2017-0154

PUBLIC WATER MAIN

DATE: April 03, 2020

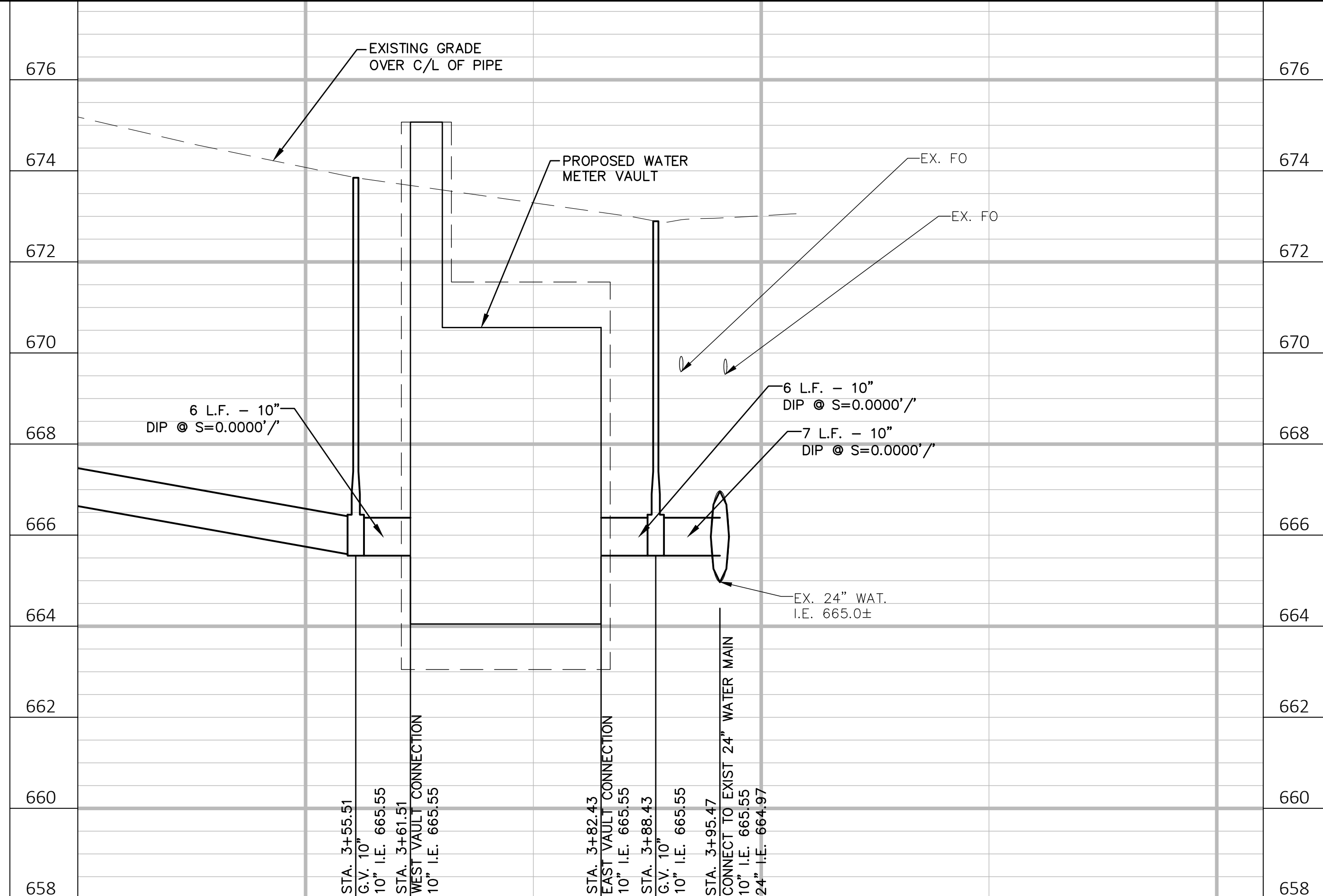
CP-3

PU200

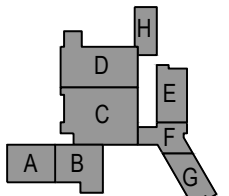


GENERAL NOTES

1. THE BASE SURVEY WAS PREPARED BY CHAPUT LAND SURVEYS, LLC IN MAY 2017. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERETO.



KEY PLAN:



NO	DESCRIPTION	DATE
	ISSUED FOR CONSTRUCTION	04/20/2020
▲	CB-001	05/14/2020

ISSUANCE HISTORY - THIS SHEET

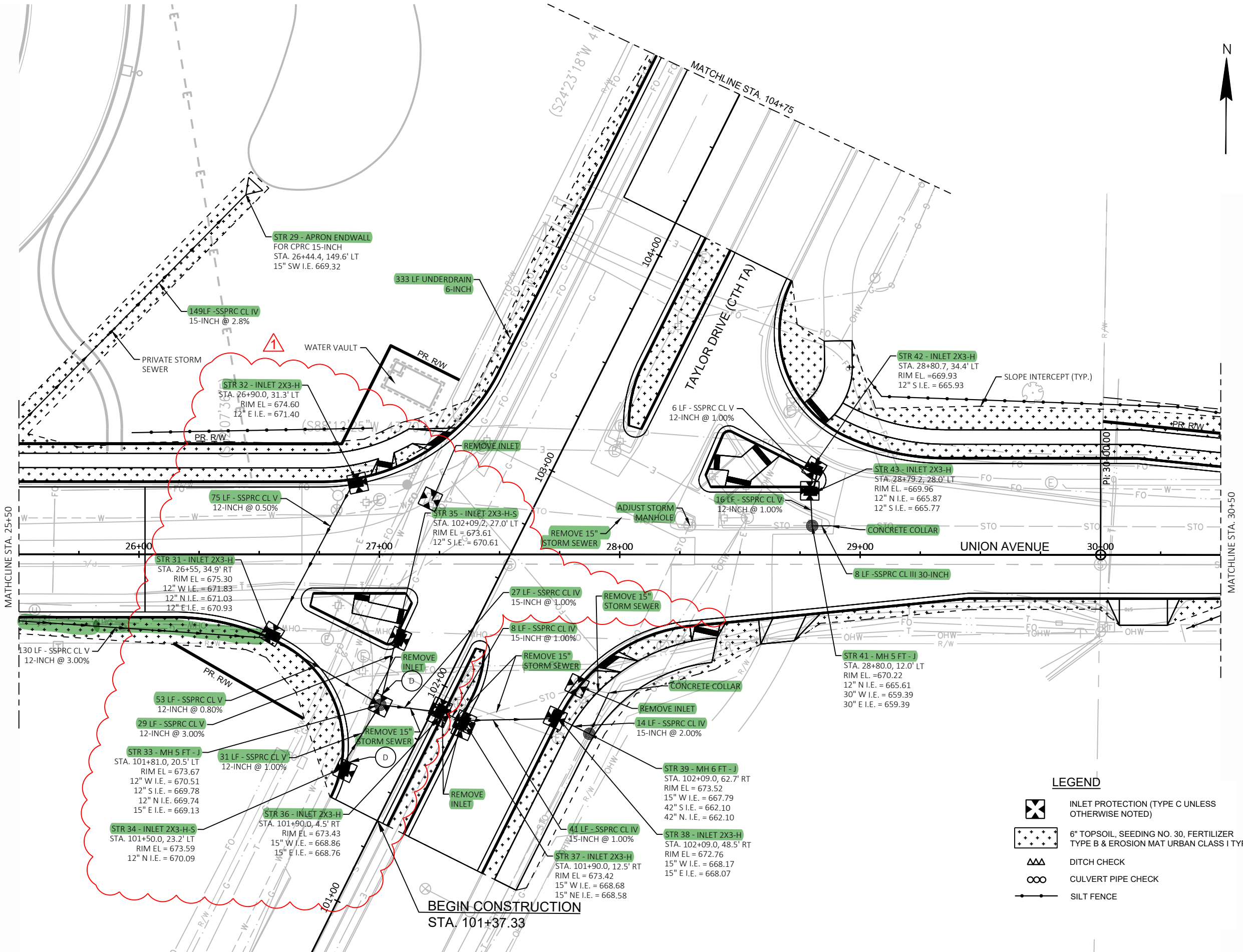
PROJECT NO: 2017-0154

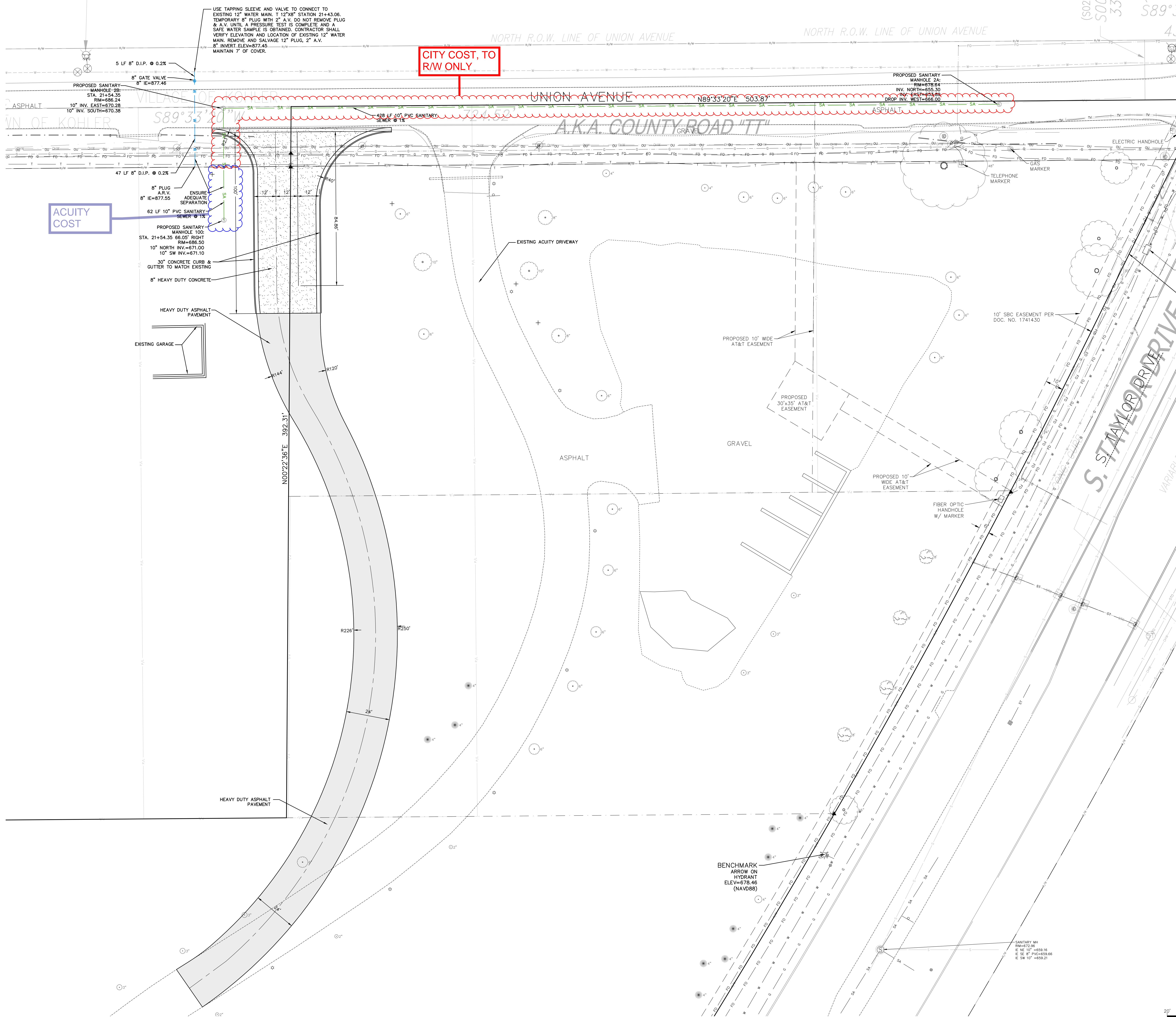
DRAINAGE & EROSION CONTROL

DATE: October 18, 2018

CP-3

R182





CITY COST, TO RW ONLY

ACUITY COST

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 100 Camelot Drive
 Fond Du Lac, WI 54935
 Phone: (920) 926-9800
 www.EXCELENGINEER.com

COLLABORATION
BUTEYN-PETERSON
 CONSTRUCTION CO., INC.
 N7337 Dairyland Drive,
 Sheboygan, WI 53083
 920-565-6200
 www.butynpeter.com

PROJECT INFORMATION

DRIVEWAY MODIFICATIONS FOR:
ACUITY
 2800 S. TAYLOR DRIVE • SHEBOYGAN, WI 53081

PROFESSIONAL SEAL

PRELIMINARY DATES

APR. 22, 2020
MAY 1, 2020

NOT FOR CONSTRUCTION

JOB NUMBER
 1914320

SHEET NUMBER

C1.1



CIVIL SITE PLAN

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Director of Public Works to accept a conveyance of certain lands from the Sheboygan Area School District.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 21, 2020

MEETING DATE: July 28, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: As part of the Advocate/Aurora hospital project a portion Union Avenue east and west of South Taylor Drive is being reconstructed as well as the intersection of Union Avenue and South Taylor Drive. To safely reconstruct Union Avenue east of South Taylor Drive a portion of the Horace Mann Middle School Union Avenue road frontage is needed for additional City Right of Way as well as a Temporary Limited Easement for grading purposes.

STAFF COMMENTS: The Sheboygan School District is going to dedicate the additional Right of Way to the City of Sheboygan and also grant the Temporary Limited Easement to the City of Sheboygan.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 60-20-21 authorizing the Director of Public Works to accept a conveyance of certain lands from the Sheboygan Area School District.

ATTACHMENTS:

- I. Res. No. 60-20-21
- II. Legal Description Exhibit

III

44

Res. No. 60 - 20 - 21. By Alderperson Sorenson and Dekker. July 20, 2020.

A RESOLUTION authorizing the Director of Public Works to accept a conveyance of certain lands from the Sheboygan Area School District.

RESOLVED: That the City of Sheboygan hereby authorizes the Director of Public Works to take any and all actions necessary (including but not limited to receiving deeds and easement documents, recording said documents, and authorizing street opening permits for utility connections at two future high school house construction sites) to accept the conveyance and/or dedication of land for right-of-way purposes and the conveyance of a temporary limited easement related to lands which are described on the attached Exhibit, as approved by the Sheboygan Area School District at their regular Board of Education meeting on June 23, 2020.

PD

Deen Dekker

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

EXHIBIT

CLIENT
Mortenson

SITE ADDRESS
2820 Union Ave. City of Sheboygan, Sheboygan County, Wisconsin.

LEGAL DESCRIPTION

Right of way Conveyance for 2820 Union Avenue

Bearings are referenced to the Sheboygan County Coordinate System, in which the South line of the Southeast 1/4 of Section 28, Town 15 North, Range 23 East, bears N89°34'51"E.

A part of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of said Southeast 1/4 section; thence North 89°34'51" East along the South line of said Quarter Section 337.09 feet to the point of beginning; thence North 01°40'46" East along the East line of Georgia Avenue and its extension 62.44 feet to a point; thence South 34°33'40" East 28.72 feet to a point; thence South 88°19'55" East 154.67 feet to a point; thence South 01°40'46" West 33.02 feet to a point on the South line of said Southeast 1/4 section; thence South 89°34'51" West along said South line 171.76 feet to the point of beginning.

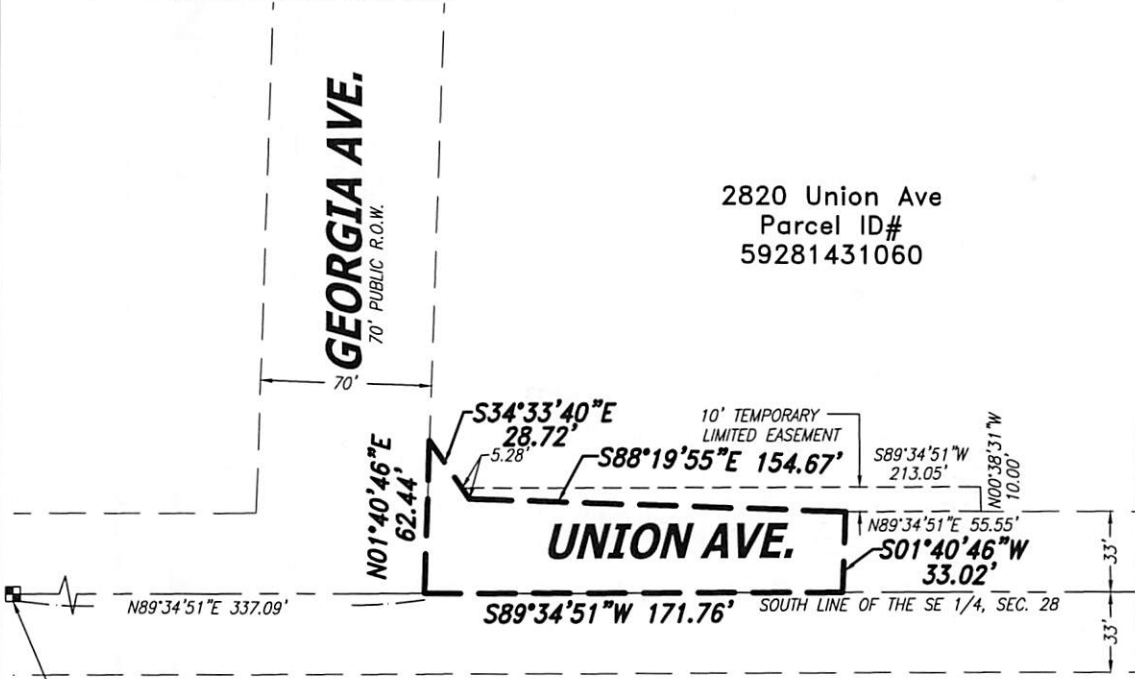
Said land contains 6,401 square feet or 0.1469 acres.

TEMPORARY LIMITED EASEMENT:

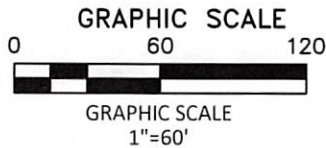
A part of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of said Southeast 1/4 section; thence North 89°34'51" East along the South line of said Quarter Section 337.09 feet to the point; thence North 01°40'46" East along the East line of Georgia Avenue and its extension 62.44 feet to a point; thence South 34°33'40" East 28.72 feet to the point of beginning of the lands described hereinafter; thence South 88°19'55" East 154.67 feet to a point on the North line of Union Avenue; thence North 89°34'51" East along said North line 55.55 feet to a point; thence North 00°38'31" West 10.00 feet to a point; thence South 89°34'51" West 213.05 feet to a point; thence South 34°33'40" East 5.28 feet to the point of beginning.

Said land contains 1,672 square feet or 0.0384 acres.



CHISELED CROSSES
ON MANHOLE SW COR.
OF SE 1/4 SEC. 28,
T15N, R23E.



DATE: May 11, 2020

CHAPUT
LAND SURVEYS

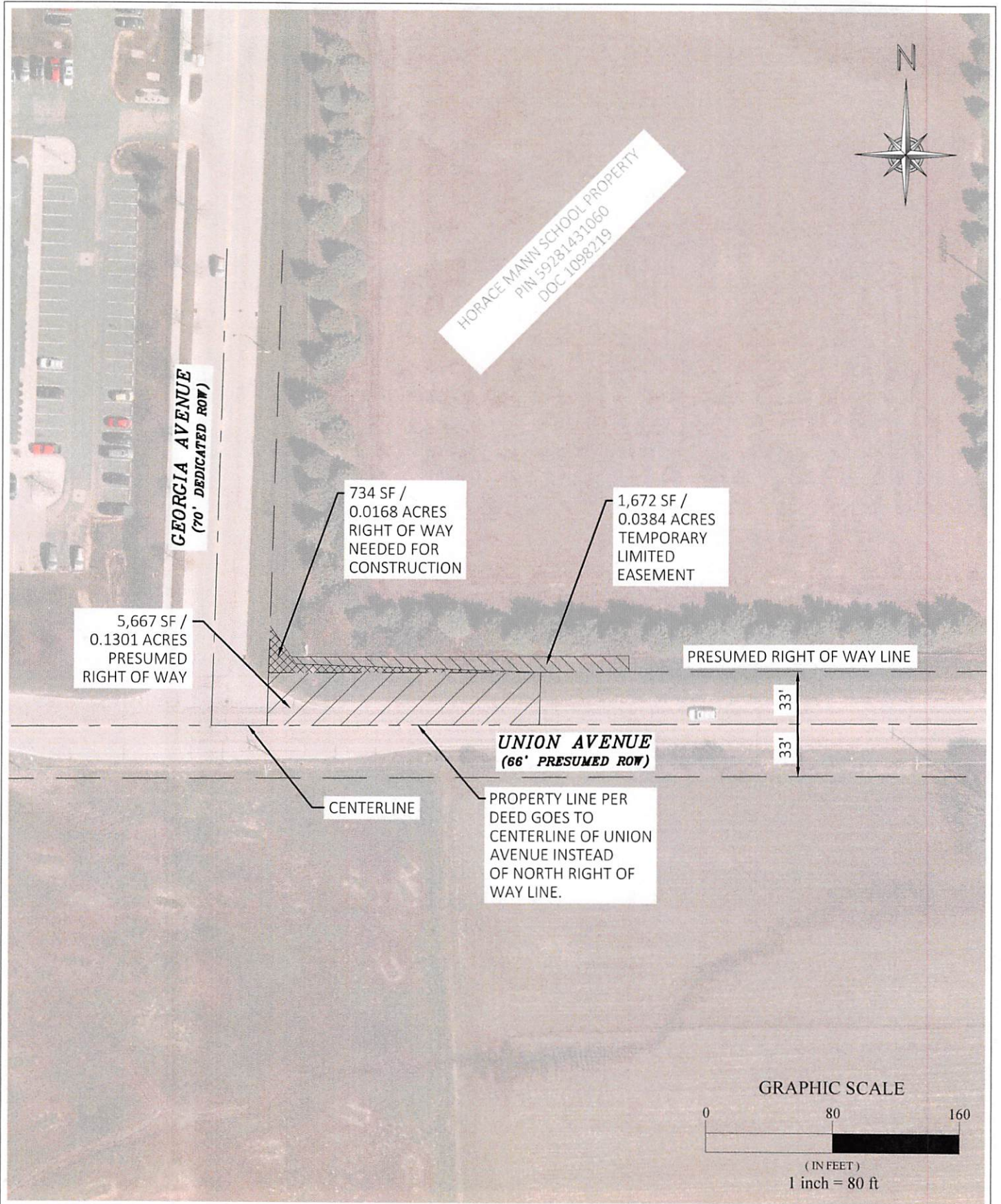
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

Date	Revision description

This document is an instrument of professional service, and may be protected by the surveyors work product doctrine or surveyor / client privilege. The information shown hereon is intended solely for the use of the client and client directed third parties.

Drawing No. 2568-far

FILE NAME : P:\ENGINEERING\LAND RECORDS\VACATIONS - DEDICATIONS\ACQUISITION DOCUMENTS\UNION - TAYLOR INTERSECTION 2020\HORACE MANN SCHOOL\HORACE MANN ROW EXHIBIT REVIEW.DWG
 PLOTTED BY : Born, Michael



**CITY OF SHEBOYGAN
 PUBLIC WORKS**
 City of Sheboygan
 Department of Public Works
 Engineering Division
 2025 New Jersey Avenue
 Sheboygan, WI 53081

UNION AVE. & GEORGIA AVE.
 RIGHT OF WAY ACQUISITION AT HORACE MANN SCHOOL

Designed By	MPB
Drawn By	MPB
Checked By	MPB
Plot Date	5/26/2020
Project Date	SUMMER 2020
Sheet No.	1

	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter	2020 2nd Quarter
Administration				
Excavating Permits Issued	64	138	48	76
Occupy Permits Issued	98	89	86	139
Stormwater Permits Issued	17	11	3	7
Park Reservation Permits	256	243	201	3
Park Reservation Revenues	\$ 29,943.00	\$ 25,845.39	\$ 20,692.67	\$ 316.50
Calls	N/A	N/A	5,471	7,553

Capital Project Fund				
Miles of street improvement				0

Boat Slips				
Riverfront Marina Repair Requests				1
Riverfront Marina slip rentals				18

Wildwood Cemetery				
Full Burials	12	10	9	7
Cremains	18	12	7	15
Baby	0	2	0	0
Graves Sold	9	16	12	8

	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter	2020 2nd Quarter
Street Repair & Maintenance				
Crack and joint filling footages (LF)	21,434	30,734	35,551	35,758
Yards of concrete installed	551.50	350.00	366.00	497.25
Tons of asphalt installed	2,240.00	3,495.54	3,001.14	636.79
Potholes - cold mix tons	N/A	9.75	49.00	0.00
Potholes - hot mix tons	123.04	112.71	112.00	66.00
Respond to pothole requests within 2 days				100%
Asphalt Overlay (Tons)	2,117.00	3,373.08	2,716.40	570.79
Linear feet of streets improved				1,300.00
Linear feet of road re-paved (Cemetery Only)				0.00

Street Cleaning				
Debris removed (tons)	412.49	399.82	474.00	377.00
Curb miles streets swept	1,868.00	1,522.00	1,708.00	2,012.00
Percent of streets swept every 6 weeks				100%

Sanitary Sewer				
Number of manholes replaced	22	12	13	13
Sanitary sewer jetting footages (LF)	198,051	166,023	238,099	103,598
Sanitary sewer televising footages (LF)	8,603	4,653	7,378	8,490
Total Backwater Calls	30	10	8	25
Sewer backup calls - lateral plugged	27	8	6	6
Sewer backup calls - main plugged	3	2	2	19

Storm Sewer				
Catch basins debris removed (tons)	89	118	44	53
Number of catch basins cleaned	0	0	612	174
Number of catch basins replaced	10	6	3	4
Storm sewer jetting footages (LF)	9,254	3,616	2,747	2,673
Storm sewer televising footages (LF)	7,282	3,416	2,772	2,595
Number of storm manholes replaced	4	2	9	5
Storm Sewer Pipe Replaced (LF)	636	300	178	116

Bridges				
Number of bridges inspected				0
Number of bridges sealed				0

	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter	2020 2nd Quarter
Sanitation & Recycling Curbside Collection				
Garbage collected (tons)	2,038.82	3,729.31	2,929.02	3,435.92
Recycling collected (tons)	546.63	904.65	862.07	918.10
Material diversion rate %	21.1%	19.5%	22.7%	21.1%
Nuisance notices issues (weeds notice)	146	129	103	115
Number of lots cut by city contractor	17	14	14	12
Nusiance notices issued (snow removal)				0
Numer of lots cleared by city contractor				0

Recycling Center				
Yard waste hauled (tons)	1025	1145.36	928.52	1270.46
Tire disposal	27	59	58	28
Scrap metals collected (tons)	27.46	48.76	52.17	58.98
Oil collected (gallons)	3,375	4,075	3,620	4,000
Branch grinding (dollars)	\$ 2,400.00	\$ 6,200.00	\$ 3,410.00	\$ 17,750.00
Leaf Collection Tons	N/A	0	0	0

Snow	17/18'	18/19'	19'/20'	20'/21'
Events	N/A	2	0	0
Duration (hours)	N/A	57.5	0	0
Precipitation (inches)	N/A	11	0	0
Hours	N/A	831.5	0	0
Salt Usage (tons)	N/A	755	0	0
Reduce amount of salt used by 15%				0%
Average snowfall per event (inches)				0
Average hours per event				0
Percent of operations in which snow is removed within 24 hours after the event.				0%
Brine (Gallons)				0

	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter	2020 2nd Quarter
Motor Vehicle				
Age of Fleet				11.2
Completed work orders	381	298	347	417
Preventative maintenance completion %	51.0%	61.0%	89.0%	85.0%
Vehicle maintenance budget used %	36.0%	18.0%	25.0%	22.0%
Contracted services budget used %	20.0%	25.0%	10.0%	4.0%

	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter	2020 2nd Quarter
Parks				
Number of Parks	36	36	36	36
Acres of mowed public land	119	119		119
Miles of paved off-road trails				8.80
New trees planted in parks				0
City Forestry				
Trees Planted (Street)	78	21	527	248
Trees Trimmed (Street)	502	441	480	449
Trees Removed (Street)	136	156	155	194
Trees Removed (Cemetery)				0
Trees Planted (Cemetery)				0
Stump Removals	88	159	245	115
Treated Ash Trees	700	446	142	0
Citizen Tree Concerns	143	121	344	348
Percent of trees trimmed once every 8 years				0
Park, Forestry and Open Space				
Number of Parks with Splash Pads				3
Number of non-Ash gap street trees planted				248
Number of non-Ash street trees removed				129
Number of Ash trees removed				65
Number of Ash trees treated				0
Park Maintenance Repairs/Painting				
Grills	N/A	0	0	0
Combo Picnic Tables	N/A	0	0	0
Straight Tables	N/A	0	0	0
Garbage Receptacles	N/A	0	0	0
Park Signs	N/A	0	0	0
New Combo Picnic Tables	N/A	0	0	0
Garbage Collected (Tons)	63.7	62.93	61.42	46.05
Beach Refuse (Tons)	15.46	40.35	11.5	4.66
Straight Benches		0	0	0
4' Benches	0	0	0	0
Park Rentals				
Events	9	9	18	4
Combo Picnic Tables	132	146	106	0
Straight Tables 10'	80	113	82	0
Straight Benches 10'	70	130	82	0
Bench 4'	20	19	15	0
Trash Receptacles	160	120	140	0
Stage	2	3	3	0
Grills	21	18	14	0
Chair Trailer, 320	2	2	2	0
Dance Floor	2	1	1	0
Bleachers	N/A	N/A	6	0

	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter	2020 2nd Quarter
Wastewater Treatment Plant				
Total Precipitation (in)	15.89	12.00	15.29	17.58
Total Wastewater Treated (MG)	1,266,004	1,090	1,298,265	1,345
Total Influent CBOD5 Loading (lbs)	1,112,580	1,205,890	1,001,281	1,149,150
Total Influent TSS Loading (lbs)	1,711,222	1,691,701	1,937,037	2,092,961
Total Influent Ammonia Loading (lbs)	998	151,039	149,770	176,870
Total Influent Phosphorus Loading (lbs)	31,093	30,200	32,808	46,032
Average CBOD5 Removal Efficiency (%)	97.9%	98.2%	96.6%	97.3%
Average TSS Removal Efficiency (%)	98.0%	97.9%	96.3%	97.4%
Average Ammonia Removal Efficiency (%)	89.9%	93.3%	75.1%	95.7%
Average Phosphorus Removal Efficiency (%)	80.3%	86.1%	86.4%	93.6%
Average CBOD5 Discharged (mg/L)	<2.1	2.2	2.50	<2.5
Average TSS Discharged (mg/L)	3.1	3.7	4.57	4.30
Average Phosphorus Discharged (mg/L)	0.53	0.47	0.39	0.25
Average Ammonia Discharged (mg/L)	0.84	1.13	4.87	0.70
Average Effluent Mercury Concentration (ng/L)	0.65	0.71	0.88	0.70
Biogas Produced (cu ft)	1551000	11,986,846	13,050,042	13,238,626
Biogas Utilized (%)			99.98%	83.67%
Total Plant Electrical Power Generated (kWh)	1,665,669	56,628	544,030	0
Electricity Purchased (kWh)	N/A	1,763,402	1,626,434	1,856,444
Natural Gas Consumed (therms)		18,990	58,092	60,092
Total Dried Biosolids Produced (lbs)	1,076,300	965,000	1,071,340	1,074,400

Pretreatment & Laboratory				
Significant Industrial Users Semi-Annual Monitoring Complete (%)	20%	80%	80%	33%
Significant Industrial Users issued Notice of Non-Compliance (NON)	2	1	0	0
Significant Industrial Users Annual Site Inspection Completed (%)	40%	20%	29%	0%
Number of SIU Permits Issued or Renewed	1	2	1	0
Community Annual Monitoring Inspections (%)	80.0%	100.0%	40.0%	20.0%
Sewer Surcharge Facilities Quarterly Monitoring Completed (%)	100.0%	100.0%	100.0%	100.0%
Number of Samples Analyzed by Sheboygan WWTF	43	5	24	11
Number of violations of WPDES permit limits				0
CMAR Score				A

Waste Water Treatment Plant Maintenance				
Number of Closed Work Orders	185	379	377	322

	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter	2020 2nd Quarter
Street Lights				
Street Lights Damaged	8	5	1	2
Material Used	\$ 15,177.26	\$10,975.15	\$1,500.00	\$35,364.80
Labor	\$ 10,275.00	\$2,920.00	\$1,000.00	\$8,640.00
Equipment Rental	\$ 11,585.00	\$2,925.00	\$1,000.00	\$9,130.00
Utility Costs				\$73,264.70

Traffic Signal Knockdowns				
Traffic Signals Damaged	4	5	2	4
Material Used	\$ 2,791.49	\$8,062.87	\$1,954.95	\$28,873.12
Labor	\$ 2,010.00	\$4,130.00	\$1,500.00	\$5,475.00
Equipment Rental	\$ 1,890.10	\$4,310.00	\$1,700.00	\$6,675.00

Traffic Signage				
Number of signs replaced	166	134	198	62
Number of new signs	245	153	114	191
Specialized Sign Project	139	87	107	50

Painted Street Markings				
Centerline Painting (miles)	N/A	N/A	85.7	0
Traffic Arrows/Stop-Bars/Crosswalk Painted	186	525	343	367

Snow Removal Damage				
Damaged Mailbox Repaired/Replaced	0	26	20	10

City Hall				
Amount of therms used			3,691	3,836
Utility costs			\$ 18,722.32	\$ 20,641.50
Number of work orders				12

Civil Defense				
Sirens operational percentage				100%

Municipal Service Building				
Amount of therms used			27,595.6	9,959
Utility costs			\$ 16,897.73	\$ 7,401.67
Annual maintenance costs				\$ 27,350.00
Number of work orders				21

	2017 2nd Quarter	2018 2nd Quarter	2019 2nd Quarter	2020 2nd Quarter
Engineering				
PASER rating				6.25
Number of plans reviewed within two weeks of submission				8
City maps updated annually				4

2020 Capital Improvement Projects	Contract Amount	Contract Approved	Construction Start Date	Construction Comp. Date
Badger State Lofts Roadway (TID#17)	\$ 3,965,346.00	1/20/2020	6/22/2020	Est. Spring 2021
Geele Ave. (N. 23rd Street to Calumet Drive)	\$ 593,070.00	3/17/2020	6/24/2020	Est. 9/2020
Superior Avenue (Taylor Dr. to N. 31st Street)	\$ 2,331,017.00	2/3/2020	6/22/2020	Est. 11/2020
Niagara Avenue (N. 14th St. to Commerce St.)	\$ 355,331.00	2/3/2020	4/15/2020	Est. 8/2020
Roosevelt Park Tennis Court Reconstruction	\$ 98,315.00	4/8/2020	6/1/2020	Est. 8/2020
Annual Sidewalk Program	\$ 91,520.00	4/8/2020	5/1/2020	Est. 9/2020

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: July 21, 2020

MEETING DATE: July 28, 2020

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
- II. Public Works Operations Second Quarter Summary

City Hall

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Amount of therms used*	19,957	3,691	11,060	3,836	12,097	N/A
Utility costs	\$45,695	\$18,722	\$58,100	\$20,642	\$36,670	\$59,636
Number of work orders	15		N/A	12	43	N/A

Civil Defense

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Sirens operational percentage	100%		100%	100%	94%	100%

Engineering

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Plans reviewed within two weeks of submission	95%		150 / 100%	8 / 100%	16 / 100%	150 / 100%
City maps updated annually	18		14	4	7	14

MSB - Maintenance

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Amount of therms used	44,803	27,596	47,500	9,959	34,523	44,500
Utility costs	\$78,150	\$16,898	\$78,150	\$7,402	\$26,055	\$76,123
Annual Maintenance cost	\$32,500		\$32,500	\$27,350	\$61,550	\$32,500
Number of work orders	21		11	21	57	11

Streets, Alleys and Sidewalk

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Crack and joint filling footages (LF)	33,084	35,551	38,051	35,758	35,758	30,000
Yards of concrete installed	1,348	366	1,511	498	498	1,200
Tons of asphalts installed	11,269	3,001	5,409	637	637	9,000
Potholes – cold mix (Tons)	73	49	161	0	54	100
Potholes – hot mix (Tons)	232	112	214	66	66	200
Linear feet of streets improved	38,016	0	15,840	1,300	1,300	26,400

Effectiveness

Increase PASER rating	6.01		6.25	6.25	6.25	6.25
Response to pothole repair requests within 2 days	2		2	1	1.5	2

Storm Water Management

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Catch basins debris removed (Tons)	338	44	102	52.66	54.2	400
Storm sewer jetting footages (LF)	15,143	2,747	18,104	2,673	16,084	15,000
Storm sewer television footages (LF)	12,245	2,772	17,843	2,595	16,068	10,000
Number of catch basins replaced	22	3	30	4	4	30

Street Lights

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Utility costs	\$276,067		\$300,000	\$67,154	\$116,184	\$309,000

Bridges

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Number of bridges inspected	16	0	16	0	0	16
Number of bridges sealed	9	0	7	0	0	9

Snow and Ice Control

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Number of operations	26	0	20	0	7	25
Salt used (Tons)	4,180	0	3,212	0	1,346	3,840
Average snowfall per event (Inches)	2.50	0	3.45	0	3.9	2.00
Brine Used (Gallons)		0		0		

Efficiency

Average hours per event	17	0	9	0	22.8	9
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Effectiveness

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

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Number of signs replaced	847	0	637	62	335	1,000
Number of new signs	689	198	1,015	191	544	1,300
Damaged mailboxes repaired/replaced	46	20	22	10	20	50
Traffic Arrow/Stop-Bars/Crosswalk painted	1,618	243	1,678	191	191	1,730

Solid Waste

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Garbage collected (Tons)	12,820	2,929	12,282	3,436	6,194	10,000

Street Cleaning

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Miles swept	8,483	1,708	4,916	2,012	2,412	8,000
Tons of debris collected	871	474	813	317	603	750

Efficiency

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

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Nuisance notices issued	275	103	210	115	115	200
Number of non-compliant lots cut by city staff	38	14	25	12	12	25

Residential Drop-Off

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Yard waste hauled (Tons)	2,830	928.52	2,769	1,270.46	1,481.66	2,500
Tire disposal	182	58	179	28	49	100
Scrap metals collected (Tons)	235	52.17	249	59	99.4	140
Oil collected (Gallons)	10,700	3,620	10,990	4,000	5,200	5,000
Branch grinding (Dollars)	\$17,890	\$3,410	\$18,290	\$17,750	\$20,585	\$20,000

Cemetery

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	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 Q2	2019 Actual	2020 Q2	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	0	0	10

Forestry

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Trees planted (Street)	21	527	535	248	248	500
Trees removed (Street)	610	155	744	194	555	600
Trees elevated (Street)	1,872	480	1,744	449	1,352	1,500

Efficiency

Percent of trees trimmed once every 8 years	100%	100%	100%	100%	100%	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 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Number of parks with Splash Pads	3		3	3	3	3
Number of non-Ash gap street trees planted	25	527	620	248	248	500
Number of non-Ash street trees removed	125	155	500	129	178	500
Number of Ash trees removed	467		750	65	377	750
Number of Ash trees treated	1,000	142	800	0	0	800

Motor Vehicle Fund

Measurements Workload	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Preventative maintenance completion rate	69.33%	89%	81%	85%	41%	85%
Age of fleet (Years)	9.2		9.5	11.2	11.2	9.5

Recycling Utility Fund

Measurements Effectiveness	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Recycling collected (Tons)	4,138	862.07	3,303	918.1	1,672.81	3,000
Material recovery rate	38%	22.7%	26.9%	21.1%	21.3%	30%

Wastewater Utility Fund

Measurements Effectiveness	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Number of violations of WPDES permit limits	1		0	0	0	0
CMAR score	B		A	A	A	A

Boat Facilities Fund

Measurements Effectiveness	2018 Actual	2019 Q2	2019 Actual	2020 Q2	YTD 2020	2020 Goals
Repair Requests	3		3	1	2	3
Occupancy Rate of boat docks	80%		50%	43%	60%	50%