

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to execute an Electric Transmission Line Easement, a Right of Way Clearing Agreement, and a Temporary Permission for Herbicide Treatment with American Transmission Company regarding Parcel No. 59281215800 (3169 Wilgus Avenue).

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 9, 2020

MEETING DATE: July 14, 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: American Transmission Company has requested an Electric Transmission Line Easement, a Right of Way Clearing Agreement, and a Temporary Permission for Herbicide Treatment regarding Parcel No. 59281215800. ATC is in the process of upgrading their utilities along the Taylor Drive corridor.

STAFF COMMENTS: The Department of Public Works has reviewed this proposal and supports the granting of the easement.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 50-20-21 authorizing the appropriate City Officials to execute an Electric Transmission Line Easement, a Right of Way Clearing Agreement, and a Temporary Permission for Herbicide Treatment with American Transmission Company regarding Parcel No. 59281215800 (3169 Wilgus Avenue).

ATTACHMENTS:

- I. Res. No. 50-20-21
- II. Proposed Easement

III

4.10

Res. No. 50 - 20 - 21. By Alderperson Sorenson. July 6, 2020.

A RESOLUTION authorizing the appropriate City officials to execute an Electric Transmission Line Easement, a Right of Way Clearing Agreement, and a Temporary Permission for Herbicide Treatment with American Transmission Company regarding Parcel No. 59281215800.

WHEREAS, American Transmission Company has conducted a detailed review of its easements; and

WHEREAS, American Transmission Company has determined that it is necessary to acquire a new easement on property owned by the City of Sheboygan related to one of its transmission lines; and

WHEREAS, American Transmission Company has agreed to pay the City \$8,400.00 for the easement and \$500.00 in exchange for the City's consent to the application of herbicidal chemicals for vegetation management within the easement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver to American Transmission Company: (1) the Electric Transmission Line Easement, a copy of which is attached to this Resolution, (2) the Right of Way Clearing Agreement, a copy of which is attached to this Resolution, and (3) the Temporary Permission for Herbicide Treatment, a copy of which is attached to this Resolution.

PW

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Document Number

ELECTRIC TRANSMISSION LINE EASEMENT
Not subject to Wis. Stat. § 77.22(1).

The undersigned Grantor(s) **City of Sheboygan, a municipal corporation** (hereinafter called the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin Corporation** (hereinafter jointly referred to as "Grantee"), the Grantee's successors, assigns, licensees and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol electric transmission line facilities, including but not limited to wires, poles, guy lines, anchors, and associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across lands owned by the Grantor(s) in the **City of Sheboygan, County of Sheboygan, State of Wisconsin, described as follows:**

A part of the Grantor's land located in part of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4, Section 21, T15N-R23E, City of Sheboygan, Sheboygan County, Wisconsin;

Recording Area

Name and Return Address
Steigerwaldt Land Services
Attn: Real Estate Department
856 North 4th Street
Tomahawk, WI 54487

Parcel Identification Number(s)

59281215800

The perpetual easement strip granted herein is described and shown on the Exhibit "A" attached hereto and made a part hereof.

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the perpetual easement strip for the purposes of exercising the rights conferred by this perpetual easement.
- 2) Have reasonable ingress and egress for personnel, equipment and vehicles to and from said perpetual easement area across the Grantor's property adjacent to the perpetual easement.
- 3) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol and remove the above designated facilities and other appurtenances that the Grantee(s) deem(s) necessary.
- 4) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said perpetual easement strip.
- 5) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

The Grantee shall not have the right to erect any fence or building on such land other than the above designated facilities and associated appurtenances and the right is hereby expressly reserved to the Grantor(s), the heirs, successors and assigns of every use and enjoyment of said land not inconsistent with the construction, installation, maintenance, operation, repair, replacement, rebuilding, inspection and removal of such structures, wires and associated appurtenances.

Grantor, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the perpetual easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the perpetual easement strip it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee.

It is understood and agreed that the Landowner shall have the right to maintain the present existing building and light pole within the perpetual easement strip. However, the Landowner agrees not to enlarge or improve said building or light pole, or install any antennae or other appendages that will cause Grantee's facilities to be in violation of any applicable laws, rules, or regulations, including, without limitation, those dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto. Landowner also agrees not to perform any work on said building or light pole within the perpetual easement strip other than normal maintenance. It is understood and agreed, however, that the Landowner has the right to repair the existing building and light pole within its present boundaries in the event of destruction, damage or deterioration.

EASEMENT DESCRIPTION MAP (EXHIBIT A)

LEGEND

- PROPERTY LINE
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH LINE
- TRANSMISSION REFERENCE LINE
- TRANSMISSION EASEMENT LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE



ATC TRANSMISSION LINE EASEMENT AREA =
11,402 sq. ft. (0.262 acres) +/-

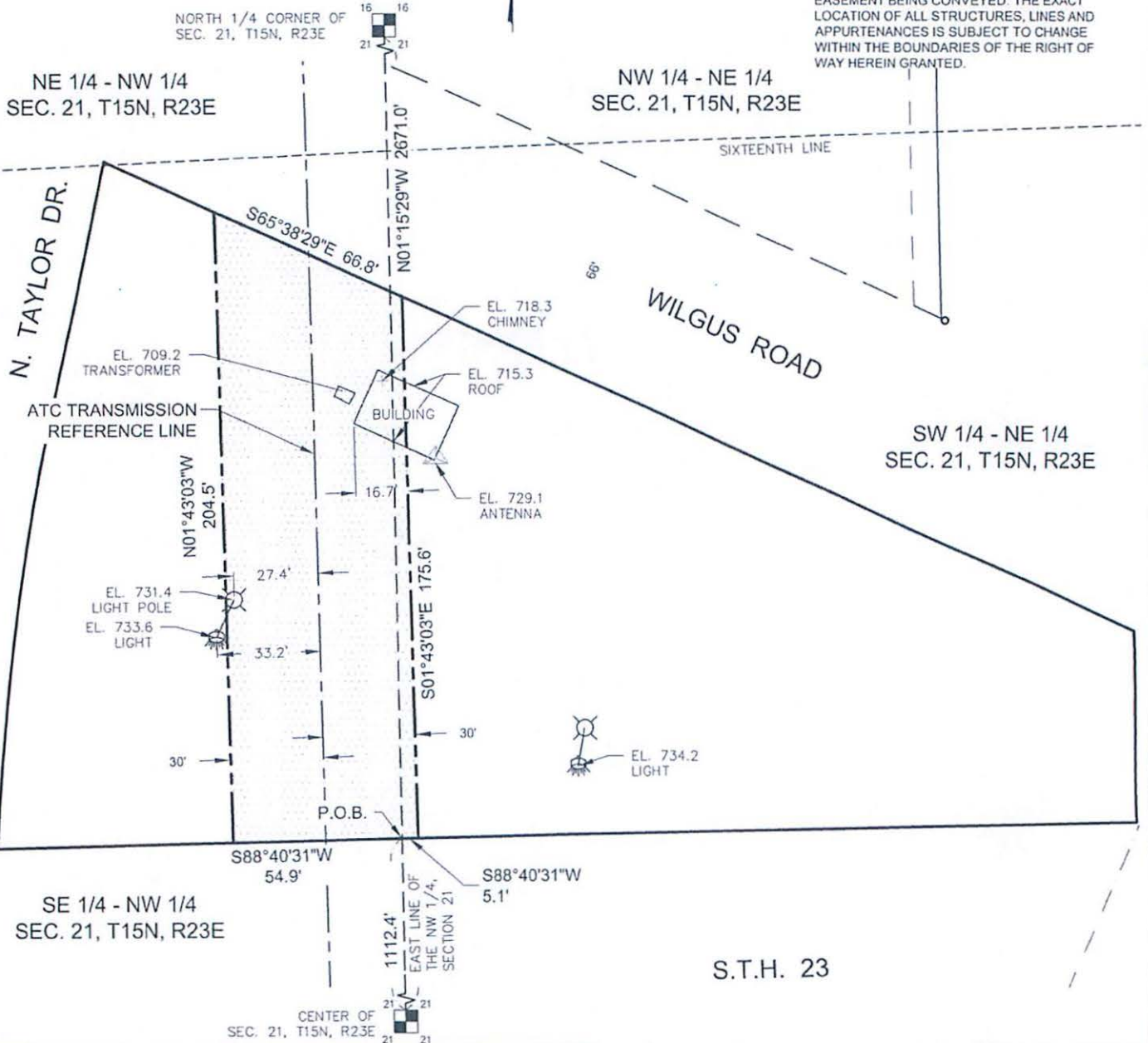
SCALE IN FEET



NOTES:
BEARINGS WERE ESTABLISHED USING THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 2011 (WISCORS CORRECTION).

ELEVATION SHOWN ON THE MAP ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED.



R:\2019\19-9047 ATC Y-31 Rerate, Sheboygan, WI\DWG\Survey\Exhibits\ATC Y-31 ERD-EDG0320.dwg

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

PARCEL NO.
59281215800
ATC ID: ERD-EDG0320

Drawn :	CJH
Date:	10/11/2019
Scale:	1" = 50'
PROJECT NUMBER	19-9047
SHEET NUMBER	1 OF 2

REVISIONS	01/28/2020	05/20/2020
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EASEMENT DESCRIPTION (EXHIBIT A)

A variable width easement which crosses a part of the grantor's premise, being part of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter, in Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Center of said Section 21; thence North 01°15'29" West along the east line of said Northwest Quarter, 1112.4 feet to the north right of way line of State Trunk Highway 23 also being the south property line of the grantor and the **Point of Beginning**; thence **South 88°40'31" West** along said north right of way line, **54.9 feet**; thence **North 01°43'03" West**, **204.5 feet** to the south right of way line of Wilgus Road; thence **South 65°38'29" East** along said south right of way line, **66.8 feet**; thence **South 01°43'03" East**, **175.6 feet** to the aforesaid north right of way line of State Trunk Highway 23; thence **South 88°40'31" West** along said north right of way line, **5.1 feet** to the **Point of Beginning**. Containing **11,402 square feet (0.262 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

R:\2019\19-9047 ATC Y-31 Rerote, Sheboygan, WI\DWG\Survey\Exhibits\ATC Y-31 ERD-EDG0320.dwg

 <p>JSD Professional Services, Inc. • Engineers • Surveyors • Planners</p> <p>MILWAUKEE REGIONAL OFFICE W239 N1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P. 262.513.0666</p>	<p>PARCEL NO. 59281215800 ATC ID: ERD-EDG0320</p>	 <p>ATC AMERICAN TRANSMISSION COMPANY</p>	Drawn : CJH			
			Date: 10/11/2019			
			Scale: NA			
			PROJECT NUMBER 19-9047			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">REVISIONS</td> <td style="width: 30%;">01/28/2020</td> <td style="width: 30%;">05/20/2020</td> </tr> </table>			REVISIONS	01/28/2020	05/20/2020	SHEET NUMBER 2 OF 2
REVISIONS	01/28/2020	05/20/2020				



TREE AND BRUSH DISPOSITION REPORT RIGHT-OF-WAY CLEARING

ATC File Number: ERD-EDG0320 Line Designation: Y-31 Date: 05/04/2020

LANDOWNER INFORMATION:

OWNER: City of Sheboygan

Address: 828 Center Avenue, Sheboygan, WI 53081-4442

Phone #: 920-459-3800 Contact: _____

Structure(s): _____

AMERICAN TRANSMISSION COMPANY LLC, its agents, and contractors will dispose of all trees and brush as follows:

NON-MAINTAINED AREAS

- Trees and brush that are five (5) inches or less in diameter, within the easement strip shall be mowed with brush mowing equipment. Mowing material (mulch and stumps) will remain. See attached ATC pamphlet "Managing vegetation around electric line transmission lines" for further description of clearing procedure.
- Wood greater than 5" in diameter shall be cut in 100-inch lengths and piled neatly on the edge of the easement strip.

MANICURED LAWNS ONLY

- All tree and brush debris shall be removed from the site.
- Wood over five (5) inches in diameter will be left on site in: 100-inch lengths, or, removed from the site. (Choose one only.)

If the area where the wood or brush is to be placed is determined to be a delineated wetland, ATC will work with the landowner to determine appropriate disposition methods and area for placement prior to clearing.

If the vegetation to be cleared contains state-listed invasive species, ATC will discuss proper handling and management practices with the landowner prior to clearing.

The options chosen in this TDR are for initial clearing during construction only.

Check if landowner would like to be contacted by ATC Clearing contractor prior to beginning clearing work.

Dated this day _____ of _____, 2020.

Owner

Owner



TEMPORARY PERMISSION FOR HERBICIDE TREATMENT
Initial Clearing and Construction

ATC File Number: ERD-EDG0320 Line Designation: Y-31 Date: 05/04/2020

LANDOWNER INFORMATION:

OWNER: City of Sheboygan

Address: 828 Center Avenue, Sheboygan, WI 53081-4442

Phone #: 920-459-3800 Contact:

Structure(s):

The undersigned landowners, its successors and assigns, hereby grant written consent to use herbicidal chemicals for tree, weed and brush control following the initial clearing of the easement strip.

This permission is for initial vegetation management purposes only and will terminate after three (3) years following the initial tree, weed and brush clearing work within the easement area.

Comments:

Dated this ___ day of ___, 2020.

Owner

Owner

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to accept two grants from Restoration Of Our Trees Sheboygan (ROOTS) regarding Emerald Ash Borer Mitigation at City Parks.

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

REPORT DATE: July 8, 2020

MEETING DATE: July 14, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Department of Public Works has applied for and has received two grants from ROOTS for restoration of trees in Sheboygan's Parks. ROOTS is a collaborative effort between Sheboygan Rotary Club and Lakeshore Natural Resource Partnership (LNRP) to address the serious threat of the Emerald Ash Borer to Sheboygan County's rich forestry resources. ROOTS seeks support from municipalities, businesses, non-profit organizations, and individuals to lessen EAB's impact in the County and protect its beautiful woodlands and tree-lined streets.

Because of the success and support that ROOTS have received, they are able to offer the City of Sheboygan \$20,000 between two grants to aid in the re-planting of a diverse variety of trees in parks where ash trees have been removed or will be removed because of the infestation by the Emerald Ash Borer. This fall there will be 127 total trees planted in Lakeview, Rotary, Evergreen Area 5, Roosevelt, Veterans and Cleveland Park.

The City's portion of funding for these projects, which totals around \$46,682, in funds and in-kind labour, is included in the 2020 Park and Forestry Open Space Fund and Capital Improvements Fund.

STAFF COMMENTS: Public Works staff is comfortable with the terms and conditions of the agreement and recommends accepting the grants.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 51-20-21 authorizing the appropriate City officials to accept two grants from Restoration

Of Our Trees Sheboygan (ROOTS) regarding Emerald Ash Borer Mitigation at City Parks.

ATTACHMENTS:

- I. Res. No. 51-20-21
- II. Grant Application
- III. Grant Terms and Conditions Agreement

III

4.11

Res. No. 51 - 20 - 21. By Alderperson Sorenson. July 6, 2020.

A RESOLUTION authorizing the appropriate City officials to accept two grants from Restoration Of Our Trees Sheboygan (ROOTS) regarding Emerald Ash Borer Mitigation at City Parks.

WHEREAS, City Staff has applied for and been awarded two grants from Restoration Of Our Trees Sheboygan ("ROOTS"), a partnership of the Sheboygan Rotary Club, Sheboygan County Rotary Foundation, and the Lakeshore Natural Resource Partnership, to assist in mitigating the impact Emerald Ash Borer has had on the urban tree canopy at City parks; and

WHEREAS, copies of the grant applications are attached to this Resolution as Exhibits 1 and 2; and

WHEREAS, the first grant - in the amount of \$11,000 - will support the planting of 93 trees at Lakeview Park, Rotary Park, and Area 5 of Evergreen Park; and

WHEREAS, the second grant - in the amount of \$9,000 - will support the planting of 52 trees at Area 5 of Evergreen Park, Roosevelt Park, Veterans Park, and Cleveland Park; and

WHEREAS, the City's portion of funding for these projects, which totals \$46,682, is included in the 2020 Park and Forestry Open Space Fund and Capital Improvements Fund; and

WHEREAS, all work related to these projects will be done under the supervision of the City Forester to ensure that all work is performed in a professional manner and that areas affected by the work are properly restored; and

WHEREAS, these projects meet the guidelines set by the City's current Urban Forest and Emerald Ash Borer Management Plan.

PW

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to accept the grants from ROOTS, which includes accepting the Terms and Conditions of the grant, a copy of which are attached to this Resolution, and to use the funds in furtherance of the projects as specified in the grant applications.

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



ROOTS – Restoration Of Our Trees Sheboygan
 Sheboygan Rotary Club/Sheboygan County Rotary Foundation
 The Lakeshore Natural Resource Partnership
 Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

General Information

7	Project Title City of Sheboygan Emerald Ash Borer Mitigation Lakeview, Rotary and Area 5 Evergreen Parks 2020-2021		
Administering Organization City of Sheboygan, Department of Parks & Forestry Division		Mailing Address Street, City, State, Zip : Municipal Service Building, 2026 New Jersey Avenue, Sheboygan, WI 53081-4714	
Project Director Name and Title: Mr. Tim Bull, City Forester for Division of Parks & Forestry. Mr. Joe Kerlin, Superintendent of Parks & Forestry.		Phone: Mr. Bull: 920-979-1810 (Cell)	Fax: 920-459-3443;
Mailing Address (if different from above) Street, City, State, Zip: Same as above		If different addresses send mail to: <input type="checkbox"/> Admin. Organization <input type="checkbox"/> Project Director	
Email Address of Project Director: Mr. Bull: tjtimothy.bull@sheboyganwi.gov ; Mr. Kerlin: joe.kerlin@sheboygan.gov ;		Township or Municipality (location of the project). Lakeview Park, Rotary Park and Area 5, Evergreen Park within the City	
Grant Request \$ 11,000/\$14,000 Note: In addition to ROOTS CIF grant request of \$3,000, requested amount includes \$5,000 Alliant Energy corporate gift awarded to ROOTS CIF and pending requested Rotary District 6270 2020-2021 grant of \$3,000 to ROOTS CIF both sought for and earmarked for this project. This requests contains a contingent request for an additional \$3,000 from the ROOTS CIF in the event the Rotary District 6270 is not awarded.		Matching Funds: 13,477 City of Sheboygan	Total Project Cost: \$24,477

Project Description

Provide a concise summary of the project that describes the need, identifies specific land area(s) involved and offers an overview of the work entailed.

The requested ROOTS grant support is to allow a collaborative private/non-profit and public sector accelerated mitigation of urban forest assets in three municipal parks necessitated by the loss of much of the tree canopy due to the emerald ash borer (EAB) infestation over the past two to three years. The continuing infestation of native ash trees in Lakeview Park, Rotary Park and Area 5 of Evergreen Park has thus far resulted in the removal of over 100 heritage ash trees by City Forestry and Parks Division crews with an anticipated additional removal of another approximately 50 such trees in 2020. Despite special municipal efforts to supplement work crews and provide additional equipment and support assets in response to EAB throughout the City, available resources do not meet the scope or pace of the on-going destruction on both public and private lands. The City submits this application for ROOTS Community Investment Fund funding consistent with the stated ROOTS objective of marshaling maximum private/non-profit and public sector resources for an all-hands-on-deck/whole of community response to EAB

As demonstrated by attached aerial/overhead images and planning documentation, this project would facilitate the applicant to proceed with accelerated replanting of the developed recreational southern section of Lakeview located on the City's south side. Lakeview Park is situated along and east of South Lakeshore Drive, north of the Alliant Energy Corporation's large electric generating plant and the immediately adjacent municipal sewage treatment plant. In excess of 100 dangerously infested large ash trees have already been removed by City crews in the past three years resulting in the substantial defoliation of one the City's recreational, playground and public gathering venues. The rapid clearing of diseased EAB ash in this area has been necessitated to preclude uncontrolled falling of large infested trees and limbs and to maintain park aesthetics to the extent possible. Images of this area following clearing illustrate the excessive and undesired openness of an area previously populated by substantial heritage ash trees.

Plans submitted with this project proposal would provide for mitigation through the replanting of approximately 45 trees in the developed southern section of Lakeview Park with species and locations as specified. Resources permitting, some mitigation maybe directed at the natural native urban forest sector to the north.



ROOTS – Restoration Of Our Trees Sheboygan

Sheboygan Rotary Club/Sheboygan County Rotary Foundation
The Lakeshore Natural Resource Partnership
Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

Rotary Park bordering the northern side of the Sheboygan River between East Pennsylvania Avenue and a portion of Riverfront Drive is the second site proposed for EAB mitigation. Rotary Park is an aesthetic urban forestry asset for the City enhancing its popular and economically critical riverfront and lakeshore residential, commercial, recreational and business complex. Ash loss in this relatively open area constitutes only a limited number of diseased trees. However, the high priority economic and commercial interest in maintaining the aesthetics of this picturesque area requires the earliest removal and replanting of appropriate tree stock. The requested ROOTS grant would support the City's plan to replant approximately eight trees in this park during the 2020 season. As in the case of Lakeview Park where diseased ash have already been removed by City crews, the Rotary Park project entails site preparation, tree acquisition, replanting as well as follow-on care and watering to ensure sustainability

The third project area to be supported by the requested ROOTS grant is Area 5 of Evergreen Park. Area 5 is situated in the northern portion of the City's premier natural urban forest asset, Evergreen Park. Area 5 is bordered on the south by a meandering but steadily flowing pristine Pigeon River, on the east by Calumet Drive/Highway 42/Quarry Park and on the west by the City's renown Maywood Environmental Educational Center. Area 5 is heavily used throughout the year for a wide range of public gatherings, corporate and private picnics, strolling, hiking, jogging, fishing, children's play, and is particularly appreciated during the Christmas season when extensive colored lighting decorates the park during the community "Spirits Are Bright" drive-through event which raises major revenue and in-kind donations supplying the County's several food pantries for nearly half of the year.

Visual images, overhead photography and planning documents appended to this grant application illustrate heavy EAB infestation of this area including trees immediately serving to hold the banks and prevent undesirable erosion along the Pigeon River. Proposed Area 5 EAB mitigation includes the immediate removal of approximately 50 trees in 2020 and their replacement with a diverse stock of 40 area appropriate, highly sustainable species. Substantial public recreational usage of this area, erosion control, aesthetics, and its location contiguous with the City's vitally important environmental education facility, the Maywood Environmental Education Center, are among the strong rationale for accelerated EAB mitigation in Area 5.



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Plan of Action and Measures of Success

Describe any previous or current efforts to mitigate the impact of the EAB;

Identify the primary objectives of the project and describe the specific actions or activities that will take place to accomplish each of these objectives;

Include a timeline of when events will take place during the grant period that includes the completion date and contact person for each major project milestone; and

Indicate methods of measurement and supporting data used to determine attainment of each milestone and identify the resulting deliverables and outcomes of each project component.



ROOTS – Restoration Of Our Trees Sheboygan

Sheboygan Rotary Club/Sheboygan County Rotary Foundation
The Lakeshore Natural Resource Partnership
Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

City Forestry crews and hired contractors have removed in excess of 100 diseased ash trees from the developed southern section of Lakeview Park and the wooded northern section. Trees have been removed in both the recreational area and along the bank and escarpment along the Lake Michigan shoreline on the east. EAB mitigation in Lakeview Park has focused on the developed area due to the substantial daily access and usage of this area for a wide range of outdoor recreation activities, picnics, children's' play, and public or family gatherings. Mitigation to date has involved diseased tree removal and stump grinding. Priority EAB mitigation and its scheduling in Lakeview Park as well as the other project sites is necessarily constrained by available City financial, manpower and equipment resources. The requested ROOTS grant would support a much needed and greatly accelerated mitigation of the EAB destruction in Lakeview, Rotary and Evergreen (Area 5) Parks.

Resources for accelerated EAB mitigation in all three parks are directly associated with the following objectives:

1. Provide maintenance and improvement of widely used public recreational facilities all of which are heavily dependent on a healthy, robust, and diverse tree canopy;
2. Promote and advance the community interest in major urban forest assets to remove tons of CO2 and air pollutants replacing such toxins with large quantities of O2 on an annual basis;
3. Develop a diverse and sustainable tree canopy essential for offering attractive public facilities which support and enhance area economic development through quality of life - a necessary element to maintaining and attracting a viable workforce and growing community;
4. Directly support the City's interest in advancing land valuations and its municipal tax base;
5. Support City commitment to community welfare for its children, disabled, general residents and urban wildlife all of which benefit from the immediate availability of safe, accessible, aesthetic, affordable outdoor venues - and in particular, in a time of needed safe outdoor access due to constraints imposed by pandemic social distancing.

The City plans and schedule for mitigation in the three project areas contemplate site preparation and replanting starting approximately October 1, 2020 and continuing, weather permitting, through approximately November 15, 2020. The City is contracting out the removal of ash trees in Area 5 which will be completed by the end of September 2020. Subject to that timing the City anticipates replanting of 100% by November 15, 2020. Follow-on care, watering and maintenance of tree stock with both City crews and, where available, ROOTS or other community volunteers, will commence in October 2020 and continue into 2021 and beyond as necessary to ensure sustainability.

The immediate contact person for the proposed project is the listed City Forester, Mr. Tim Bull. The alternate is the listed Superintendent of Parks & Forestry, Mr. Joe Kerlin.

Measurable metrics will be number trees removed and number of replacement trees in ground for each of the three project area parks by the end of the mitigation season on November 15, 2020. In addition, the City will report forestry crew manhours expended on each of the three project areas at the conclusion of the replanting season.

End season assessment of the sustainability for replanted trees in each project area will also be provided as well a map or aerial overhead depicting the location and species of each replanted tree funded by the proposed project. It is understood such data may be required in the event ROOTS seeks subsequent carbon credit offsets for its mitigation efforts.



Project Budget

Please provide a simple project budget using descriptive categories such as: personnel, materials and supplies, contractor or consulting costs, and printing costs. Clearly identify the funds requested, matching funds and source, and total cost of each budget item. See the budget template below.

Deliverables / Activities: Manpower (PWD), equipment.	None	Matching Funds: \$10,945	Source of Matching Funds: City of Sheboygan	Total (Requested and Match): \$10,945
Personnel	Included above	Included above	Included above	Included above
Materials and Supplies (45 trees)	\$9,000	\$4,532	City of Sheboygan	\$13,532
Contractor or Consultant Costs	None	None	None	None
Printing Costs	None	None	None	None

Describe the sources of matching funds.

ROOTS is committed to the transfer and release of a corporate gift of \$5,000 which it sought with City support for this project. This gift was confirmed by Alliant Energy Corporation in an announcement to the ROOTS Coordinator, May 7, 2020. When the gift is received it will be held by the Sheboygan County Rotary Foundation ROOTS Community Investment Fund account and earmarked for this project.

The Rotary Club of Sheboygan through its ROOTS initiative has also submitted a District Grant Application for 2020-2021 to the Rotary District 6270 on May 13, 2020 in the amount of \$3,000. This District Grant application requires a match from the Rotary Club of Sheboygan/ROOTS Community Investment Fund (CIF) in the amount of no less than \$3,000. The Sheboygan Rotary Club/ROOTS have committed to a match of no less than \$3,000 in support of the City of Sheboygan three park EAB mitigation project. In the event that the Rotary District 6270 Grant for 2020-2021 is not approved, the Sheboygan Rotary Club/ROOTS CIF is committed to funding the proposed project from its own resources to the extent of as much as \$6,000 over and above the announced Alliant Energy Corporation's gift.

For additional details on City mitigation plans, estimated project costs, schedule, labor, and other factors, see the appended documentation and aerial depictions of the three sites.



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Sheboygan Rotary Club/Sheboygan County Rotary Foundation
The Lakeshore Natural Resource Partnership
Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

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Community Engagement

Describe the impact that this project will have on the community, indicate any existing or proposed partnerships, and explain your plan for sharing project results.



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The Lakeshore Natural Resource Partnership
Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

Impact of the project and partnerships is as described in detail in the preceding paragraphs. In recapitulation, accelerated mitigation in the three project areas has strong positive implications for the area's environment, public health, community recreation outlets for residents of all ages including children, the elderly and disabled, supporting the City's objectives in economic development through an improved quality of life necessary to retain and build our essential area workforce while fostering area tourism, and making a demonstrable, tangible community commitment to combating climate change for future generations. The project is also designed to assist ROOTS objectives in public education and as a tangible illustration of the potential for an all-hands-on-deck/all of community collaboration to engage both the private/non-profit and public sectors in responding to a devastating environmental threat to one of the area's most vital natural resources - its urban forests.

It is noteworthy this project is submitted with the concurrence of Mayor Mike Vandersteen and that the ROOTS concept of private-public sector collaboration to combat EAB has been endorsed by resolutions in 2019 by both the Sheboygan City Council as well as the Sheboygan County Board of Supervisors. This first-of-its-kind initiative in Wisconsin has received the strong endorsement of the Wisconsin DNR Regional Forestry Manager for the Sheboygan County area and others in that agency.

The City in cooperation with ROOTS and the Rotary Club of Sheboygan will share the results of this project with area commercial media including the Sheboygan Press (Gannett newspaper), the weekly Sheboygan Beacon, other weekly advertisers, WHBL, and through its municipal cable TV network. In addition, the applicant in coordination with ROOTS will share the results of the project through social media outlets to include those operated by the City, the ROOTS website, the LNRP website, the website for the Rotary Club of Sheboygan, the WDNR websites and outlets, the Sheboygan Chamber of Commerce newsletter and website and the Sheboygan County Economic Development Corporation newsletter/website.

The Mayor and project managers agree to participate in a public celebration of these projects at an appropriate time and place with ROOTS representatives, Alliant Energy representatives and the Rotary Club of Sheboygan. In addition, subject to allowable zoning and planning requirements, the City will coordinate with ROOTS and Alliant Energy for appropriate temporary project signage in the three project areas.

Outstanding Features


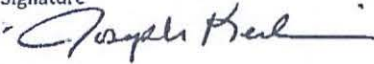
Describe any other significant or outstanding features of your project.

See preceding descriptions.

Certification



If this project is approved, the undersigned certifies that the organization will participate as indicated in the application.

Project Director Mr. Tim Bull	Signature 	Title Forester, City of Sheboygan	Date Signed 5-29-20
Chief Executive Officer Joe Kerlin	Signature 	Title Superintendent of, Parks & Forestry	Date Signed 5-29-20
Fiscal Sponsor (if applicable)	Signature -	Title	Date Signed

Submission Instructions

Complete the grant application form, available at ROOTSWI.org, and submit the application with all supporting documents via email. Applications are reviewed quarterly and are due on March 1st, June 1st, September 1st, and December 1st. Grants will be awarded based on available funding and the merits of the application.

Email application materials to LNRP Director of Projects and Programming, Kendra Kelling, at Kendra@LNRP.org. Include the name of the application agency or organization in the subject line along with "ROOTS Grant Application" All attachments must be in either Microsoft Word or PDF format and include the name of the applicant agency or organization and project name in the file title.

Prospective applicants may contact Kendra Kelling at Kendra@LNRP.org or (920)-946-2247, or Tony Fessler, Sheboygan Rotary Club ROOTS Coordinator, at fessler.e.anthony@gmail.com or (920)-946-6770 for guidance on assessing eligibility, defining the project, and review of application prior to submission. The ROOTS Grant Advisory Committee looks forward to engaging with each applicant and providing interactive and ongoing support.



ROOTS – Restoration Of Our Trees Sheboygan
 Sheboygan Rotary Club/Sheboygan County Rotary Foundation
 The Lakeshore Natural Resource Partnership
 Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

General Information

Project Title: Sheboygan Early Birds Rotary Club EAB Mitigation in Collaboration with City of Sheboygan - Four City Parks (Evergreen Area 5, Roosevelt, Veterans, and Cleveland)		
Administering Organization: Department of Public Works, City of Sheboygan	Mailing Address Street, City, State, Zip: Municipal Service Building, 2026 New Jersey Ave., Sheboygan, WI 53081-4714	
Project Director Name and Title: Tim Bull, City Forester	Phone 920-979-1810	Fax
Mailing Address (if different from above) Street, City, State, Zip: Same as above	If different addresses send mail to: <input type="checkbox"/> Admin. Organization <input type="checkbox"/> Project Director	
Email Address of Project Director: timothy.bull@sheboyganwi.gov	Township or Municipality (location of the project): Evergreen Park (Area 5); Roosevelt Park, Veterans Park, & Cleveland Park, City of Sheboygan, WI	
Grant Request \$3,000 subject to receipt of Early Bird Rotary Club requested Rotary District 6270 \$3,000 grant. If grant not received, contingent total grant request from ROOTS of \$6,000.	Matching Funds (All Sources): \$49,150.00	Total Cost of Project \$ 52,150

Project Description

Provide a concise summary of the project that describes the need, identifies specific land area(s) involved and offers an overview of the work entailed.

Project developed by the Department of Public Works (DPW), City of Sheboygan, in collaboration with the Sheboygan Early Bird Rotary Club and with preliminary coordination with ROOTS. ROOTS funding is requested in support of a collaborative and comprehensive Emerald Ash Borer (EAB) mitigation project in Roosevelt, Veterans, Cleveland and Evergreen (Area 5) municipal parks. All four parks have and are continuing to experience extensive loss of their ash canopy. The proposed project includes contractor and City DPW removal of at least 52 heritage ash which constitute only a portion of the total infected ash population requiring eventual removal and possible replacement. The requested grant support would be combined with other Rotary organization funding to facilitate the accelerated EAB mitigation of the four park areas. Mitigation would include among other measures, the acquisition and planting of approximately 52 diverse, site appropriate, non-ash during the 2020 season.

Mitigation also includes the continued removal of diseased ash trees now in an advanced stage of EAB decay in all four parks. The City financial, labor and equipment match in this project provides for both the contractor removal and when DPW manpower allows, departmental crew engagement. Removal will include stump grinding and replacement tree site preparation at park locations depicted on aerial overheads appended to this application. Species of replacement tree stock will be ultimately based on cost, diverse mix, tree availability, climate, sustainability potential, and the particular environmental needs of the project park. Appended to this application is a listing of favored tree species and current project costs for the replacement stock. A probable source for most tree stock will be the Johnson Nursery of Menomonee Falls. In general, replacement trees would generally measure between 1 ½ to 2 inches of caliper (6" above root ball) and be between six and eight feet in height above the root ball.



Plan of Action and Measures of Success

Describe any previous or current efforts to mitigate the impact of the EAB;

Identify the primary objectives of the project and describe the specific actions or activities that will take place to accomplish each of these objectives;

Include a timeline of when events will take place during the grant period that includes the completion date and contact person for each major project milestone; and

Indicate methods of measurement and supporting data used to determine attainment of each milestone and identify the resulting deliverables and outcomes of each project component.

The City's DPW has been aggressively engaged for the past three years in EAB mitigation in both municipal parks and along public streets. City mitigation efforts include the priority removal of EAB diseased trees posing a hazard of personal injury and property damage resulting from uncontrolled falling of limbs and entire trees in areas of public responsibility. When cost effective, safe, and prior to EAB infestation, the DPW performs selective preventive chemical treatment of heritage ash. Such treatment may be used to preserve a portion of the existing non-infested ash canopy while reducing the number of infected trees requiring mandatory removal in any given year. In view of preventive chemical treatment not being 100% effective and requiring repeated retreatment every two to three years, the City continues to experience the continuing need for the removal hundreds of diseased ash each year.

The City administration has substantially increased its budget in response to EAB including the addition of a dedicated full-time City Forester. However, available DPW manpower, equipment and other municipal resources continues to be overwhelmed by this scope and pace of the EAB challenge. The City of Sheboygan was the first municipality in Wisconsin to be accorded the coveted "Tree City USA" status 42 years ago. Sheboygan has repeatedly and continuously received this extraordinary national recognition ever since. The strength and longevity of the community's continuing commitment to preserving its vital urban forestry resources is second to none in Wisconsin if not beyond. This project is consistent with that proud legacy and community priority.

Specific removals and one-for-one replacements with non-ash stock are as follows:

Roosevelt Park – 14 trees

Cleveland Park – 7 trees

Veteran Park - 13

Evergreen Park (Area 5) - 18

Total removals & replacements - 52

EAB infested ash have and are being identified for removal. DPW is requesting removal bids from private contractors. Based on availability of labor and resources, DPW will participate in removals, site restoration and planting replacements. DPW will welcome volunteer participation in for appropriate and safe tasks from its project partners, ROOTS, the Sheboygan Early Birds Rotary Club and its associated youth Rotary organizations. These or other supplemental volunteers will be subject to applicable work safety and pandemic mitigation guidelines for such persons. Removals will start, weather and work conditions permitting on or about July 15, 2020. Site final site preparation and actual replanting will be scheduled for all four park sites starting approximately September 30, 2020, and subject to weather and replacement tree availability, continue through November 15, 2020. Any work not completed by the end of the annual 2020



planting season would be completed as early in 2021 as feasible. To ensure sustainability, follow-on care and maintenance of replanted tree stock would continue through 2021 and, if necessary, beyond as provided by DPW and available Rotary and ROOTS volunteers.

The City contact person and manager overseeing this mitigation project is Mr. Tim Bull, City Forester with the DPW. Mr. Bull is an ISA Certified Arborist as well as a TCIA Certified Treecare Safety Professional.

Milestones for this project include:

Number of EAB infested trees removed for each park by September 30, 2020;

Number of replacement trees under invoice and acquired by September 30, 2020;

Number tree site preparations completed by September 30, 2020, October 31, 2020 and November 15, 2020;

Number of replacement trees planted by October 15, 2020 November 15, 2020; and, if necessary, by June 15, 2021;

Contractor work hours expended and invoiced costs as of November 15, 2020;

City DPW crew hours expended and costs as of November 15, 2020 and, if necessary, by June 15, 2021;

Equipment and material costs expended as of November 15, 2020, and if necessary, by June 15, 2021.

Project Budget

Please provide a simple project budget using descriptive categories such as: personnel, materials and supplies, contractor or consulting costs, and printing costs. Clearly identify the funds requested, matching funds and source, and total cost of each budget item. See the budget template below.

Deliverables / Activities	Funds Requested	Matching Funds	Source of Matching Funds	Total (Requested and Match)
Personnel	None	\$8,650	City of Sheboygan	\$8,650.00



ROOTS – Restoration Of Our Trees Sheboygan
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Materials and Supplies (Replacement tree stock)	\$3,000/\$6,000 Request contingent of District Grant	\$6,000/\$3,000Contingent requested Rotary District grant	EB Rotary Club direct contribution (\$3,000) and Rotary District 6270 Grant (\$3,000); City of Sheboygan	\$9,000 (total from EB Rotary, Rotary District Grant & ROOTS)
Contractor or Consultant Costs	None	\$34,500	City of Sheboygan	\$34,500
Printing Costs	None	None	None	none

Describe the sources of matching funds.

The above budget is based on conservative estimates of contractor costs for a total of 52 heritage ash removals in all four project parks. Subject to available manpower and equipment, the DPW will assist in tree removals, site restoration and replanting site preparation to contain cost. City DPW crews with the assistance of the Sheboygan Early Bird Rotary Club and ROOTS volunteers will also assist in site preparation, replanting and follow-on care.

Matching funds for the purchase of approximately 52 replacement trees for the four parks will be provided as follows:

Sheboygan Early Bird Rotary Club direct contribution	\$3,000
Rotary District 6270 grant (pending)	\$3,000
Requested (ROOTS CIF grant subject of this application) (Noted that in the event the Rotary District grant is not approved, this application submits a contingent request for a total ROOTS CIF grant of \$6,000).	\$3,000/\$6,000
City of Sheboygan total project match (estimate)	\$43,150
Total Project Revenue	\$52,150
Total Estimated Project Cost	\$52,150

))

Describe the impact that this project will have on the community, indicate any existing or proposed partnerships, and explain your plan for sharing project results.



The project will positively impact well over 100,000 residents, visitors and tourists benefiting throughout the year from the multiple recreational and natural urban forestry resources within the four popular City parks. Impact will be the maintenance and enhancement of premier public outdoor recreation facilities, direct impact on public health through the annual removal of tons of pollutants and CO2 from the atmosphere, replacement of O2 generated by replacement trees, continued aesthetic appeal of public lands, and providing attractive community facilities essential for attracting and retaining an area workforce critical to continued economic expansion. Moreover, the project seeks to maintain a sustainable urban forest in each of these parks which will provide numerous other environmental benefits including offering a natural habitat for wildlife. It is particularly noteworthy that Area 5 of Evergreen Park is a critical venue for the Sheboygan Early Bird Rotary Club's yuletide season "Making Spirits Bright" drive-through light show which raises sufficient in-kind food donations and cash contributions to support the County's foodbanks for nearly half the year. Moreover, the urban forestry assets in Area 5 are immediately adjacent to the City's renown Maywood Environmental Education Center and preserve serving youth and persons of all ages throughout the year with its extensive on-site nature programs.

There is active community engagement in this project through the collaboration of the Sheboygan Early Bird Rotary Club including its sponsored youth programs at both Lutheran High School and the University of Wisconsin Sheboygan campus. Rotary Club including ROOTS volunteers will be involved in the project.

The project will be publicized through both traditional commercial print and broadcast media serving the Sheboygan County market (e.g. Sheboygan Press newspaper, Sheboygan Beacon weekly advertiser, WHBL radio, City's cable TV channel, and releases to the Milwaukee broadcast media. In addition, the project will be publicized through social media (e.g. websites administered by the Sheboygan Early Birds Rotary Club, ROOTS, Rotary District 6270, the City and County of Sheboygan, ROOTS Lakeshore Natural Resource Partnership (LNRP), and the Wisconsin DNR, among others.

Finally, it is understood ROOTS will share the existence of this project directly with its Community Investment Fund (CIF) donor base.

Outstanding Features

Describe any other significant or outstanding features of your project.

It is noted that this project has the enthusiastic support of Mayor Michael Vandersteen. ROOTS has been formally endorsed by the Common Council for the City of Sheboygan in a 2019 resolution which commends efforts to develop public and private sector collaboration in meeting the EAB challenge. The proposed project will directly demonstrate the success and viability of the ROOTS mission and objectives.



Certification

If this project is approved, the undersigned certifies that the organization will participate as indicated in the application.

Project Director: Tim Bull	Signature <i>Tim Bull</i>	Title: City Forester	Date Signed 5-29-20
Chief Executive Officer: Joe Kerlin	Signature <i>Joe Kerlin</i>	Title Superintendent	Date Signed 5-29-20
Fiscal Sponsor (if applicable)	Signature -	Title	Date Signed

Submission Instructions

Complete the grant application form, available at ROOTSWI.org, and submit the application with all supporting documents via email. Applications are reviewed quarterly and are due on March 1st, June 1st, September 1st, and December 1st. Grants will be awarded based on available funding and the merits of the application.

Email application materials to LNRP Director of Projects and Programming, Kendra Kelling, at Kendra@LNRP.org. Include the name of the application agency or organization in the subject line along with "ROOTS Grant Application" All attachments must be in either Microsoft Word or PDF format and include the name of the applicant agency or organization and project name in the file title.

Prospective applicants may contact Kendra Kelling at Kendra@LNRP.org or (920)-946-2247, or Tony Fessler, Sheboygan Rotary Club ROOTS Coordinator, at fessler.e.anthony@gmail.com or (920)-946-6770 for guidance on assessing eligibility, defining the project, and review of application prior to submission. The ROOTS Grant Advisory Committee looks forward to engaging with each applicant and providing interactive and ongoing support.

RESTORATION OF OUR TREES SHEBOYGAN (ROOTS)

COMMUNITY INVESTMENT FUND (CIF)

PROJECT GRANT

TERMS AND CONDITIONS

As authorized representative of the grant recipient identified, it is understood and agreed that the identified ROOTS CIF grant is awarded subject to the following terms and conditions:

1. **Performance.** The recipient entity will agree to perform the identified mitigation measures in a timely manner and subject to the milestones, scheduling, performance metrics and other planning representations made in its application to the ROOTS CIF dated _____ 202__ and shall comply with the ROOTS CIF Phase I guidelines published May 2020 upon which its submission is based.
2. **Changes or Modifications.** Within the limits of the award, the recipient may request modifications or changes to its original plan and proposal for ROOTS evaluation in response to material availability, weather conditions, or other exigencies not anticipated at the time of application. ROOTS will exercise best efforts to accommodate reasonable requests on a timely basis and notify the grant recipient of approval or disapproval of its request.
3. **Communications and Project Reporting.** The grant recipient shall provide a written interim progress report at the conclusion of each mitigation planting season to include maps or aerial/overhead type projections of specific mitigation measures including identifying species, sizes, replanting locations and approximate dates. The recipient shall submit a final project report at its conclusion to include an inventory of all mitigation planting specifying siting, approximate date(s) and replanted species. The final report should contain one or more annotated/descriptive overhead type maps or aerial type depictions of final mitigation measures/re-plantings. Recipient plans for maximizing sustainability of mitigation efforts are to be included in all final reports. ROOTS and recipient representatives will exercise best efforts to respond promptly and thoroughly to reasonable requests for information, documentation, data or project updates. Recipient may submit periodic requests for ROOTS support in assembling volunteer Rotarian or other community member or private/non-profit organizational support for appropriate mitigation tasks.
4. **Cooperation and Coordination with ROOTS Applications for Carbon Credits, Offsets or Community Forestation Certification.** In the event ROOTS pursues a strategy of seeking funding to its SCRF CIF through the development of a carbon offset, carbon credit, community forestation certification program, or other comparable initiatives, subject to applicable law and regulation, recipient agrees to exercise best efforts to coordinate and provide support.
5. **Applicable Law.** The recipient and ROOTS commit to compliance with applicable Wisconsin Statutes and Wisconsin Administrative Codes as well as applicable U.S. Federal and County or local law, regulations or ordinances in carrying out the project.
6. **Release of Grant Funding.** Unless otherwise agreed in advance, release of grant funding shall be as outlined in the ROOTS award letter and upon submission to the ROOTS coordinator to include required invoices, reports or other documentation as specified.
7. **Indemnification.** The grant recipient shall save, hold harmless, defend and indemnify Restoration Of Our Trees Sheboygan (ROOTS) including the Sheboygan Rotary Club, its executive agent the Sheboygan County Rotary Foundation (SCRF), and its partner organization, the Lakeshore Resource Partnership (LNRP), all of their officers, directors, employees and members, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (public or otherwise) occurring in connection with or in any way incident to arising out of the occupancy, use, service, operation or performance of work in connection with this agreement and/or project or otherwise due to the act or omission of the grant recipient, its employees, agents or representatives.
8. **Repayment; Termination.** To reimburse the Sheboygan County Rotary Foundation as ROOTS executive agent any and all funds it deems reasonable for recipient failure to meet guidelines, milestones, or performance standards applicable to the project. ROOTS will provide timely written notice of any such failure

where after recipient shall have 60 days to cure or achieve a mutually agreed accommodation or change to the plan.

9. **Public Relations Coordination and Cooperation.** ROOTS and recipient will coordinate and cooperate in the development and issuance of both commercial and social media releases associated with the project emphasizing the collaborative efforts of all sponsors, entities or organizations involved. ROOTS and the recipient will develop one or more public events to celebrate and publicize the project to the community to which media and the public may be invited. Public gatherings shall comply with public health guidelines then in effect due to the COVID 19 pandemic or other such concern. The recipient, subject to any legal or regulatory limitations, will actively support and endorse the ROOTS strategic objective to build its private/corporate donor funded SCRF CIF corpus to facilitate future Emerald Ash Borer mitigation projects throughout Sheboygan County.

The person signing for the recipient represents as an agent of his principal that he/she is authorized to execute the Terms and Conditions of this Agreement and bind his or her principal by duly adopted resolution or otherwise.

Project Title and Date Submitted: _____

For ROOTS Recipient _____
Signature/Printed Name/Title

Date Signed: _____

For ROOTS: E. Anthony Fessler, ROOTS Coordinator
Signature/Printed Name/Title

Date Signed: 06/19/2020

Return to ROOTS Coordinator within ten days of receipt:

E. Anthony Fessler
1615 Briarwood Road
Sheboygan, WI 53083

III

4.12

Res. No. 52 - 20 - 21. By Alderpersons Sorenson and Dekker. July 6, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with Acuity regarding the terms and conditions of driveway improvements off of Indiana Avenue and related infrastructure associated with Acuity's expansion and Advocate/Aurora Hospital Project.

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

Dean Dekker

PW

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Memorandum of Understanding

Between

Acuity, a Mutual Insurance Company

and

City of Sheboygan

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding of an agreement between Acuity, a Mutual Insurance Company (“Acuity”) and the City of Sheboygan (“City”) dated _____ regarding driveway improvements off of Union Avenue, and related infrastructure associated with Acuity’s expansion and Advocate/Aurora Hospital Project.

Background

Both Acuity’s expansion and the Advocate/Aurora Hospital Project will result in increased vehicular demand on Union Avenue. The City of Sheboygan wants to ensure that final improvements in the area will provide the most efficient and safe design for employees, customers, and residents. As such, the City is requiring alignment of the exit and entrance driveways for both projects. Such alignment is to be done in a manner that accommodates future traffic signalization. In addition to aligning the driveways, geometric improvements are also necessary to Union Avenue and the intersection of Taylor Drive and Union Avenue. Additionally, the City anticipates the need for additional sanitary sewer capacity in the area.

After consideration of several options to effectuate driveway alignment, Acuity is acquiring adjacent property necessary to align the driveway with the Advocate/Aurora Project as required. The City intends to install a new sanitary sewer main to be extended past the new driveway for the purpose of future connection with anticipated infrastructure connected with Acuity’s future expansion.

Purpose

The purpose of this MOU is to set forth the terms and understanding as to the parties’ respective obligations and responsibilities with respect to location, ownership, and construction of certain improvements, and the fiscal responsibilities of all parties. This MOU outlines certain responsibilities for each party during the period of agreement and outlines the general nature of the agreement among the parties.

Section 1

1. Acuity’s driveway off Union Avenue will be aligned with Advocate/Aurora’s driveway and constructed per exhibit A at Acuity’s expense.

2. The City of Sheboygan will construct a new sanitary sewer main extension per exhibit B at the City's expense. Said main shall remain City property.

3. Acuity will quit claim to the City the required street right of way located at the southwest corner of the intersection of Taylor Drive and Union Avenue for the sanitary sewer main extension project, as shown in exhibit C. Additionally, Acuity shall provide at no cost to the City of Sheboygan any and all necessary utility easements associated with the sanitary sewer main extension.

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

The City and Acuity agree to indemnify, defend, and hold harmless the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to the negligent or intentional acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this MOU. 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.

Section 4

Except as otherwise provided in this MOU, each party to this MOU will be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5

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

Section 6

This MOU may be terminated by either party for cause if the other party shall default in the performance of this MOU and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this MOU for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

Section 7

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.

ACUITY, A MUTUAL INSURANCE:

By:

Date

Date

Date



Graef-USA Inc.
275 W. Wisconsin Avenue,
Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

CONSULTANTS:

PROJECT TITLE:
UNION AVENUE RECONSTRUCTION
AURORA MEDICAL CENTER
SHEBOYGAN COUNTY

ISSUE:

PROJECT INFORMATION:

PROJECT NUMBER: 2017-0154

DATE:

DRAWN BY: BJB

CHECKED BY: JAC

APPROVED BY: SJF

SCALE: 1/4" = 40' FT

SHEET TITLE:

PLAN DETAILS

SHEET NUMBER:

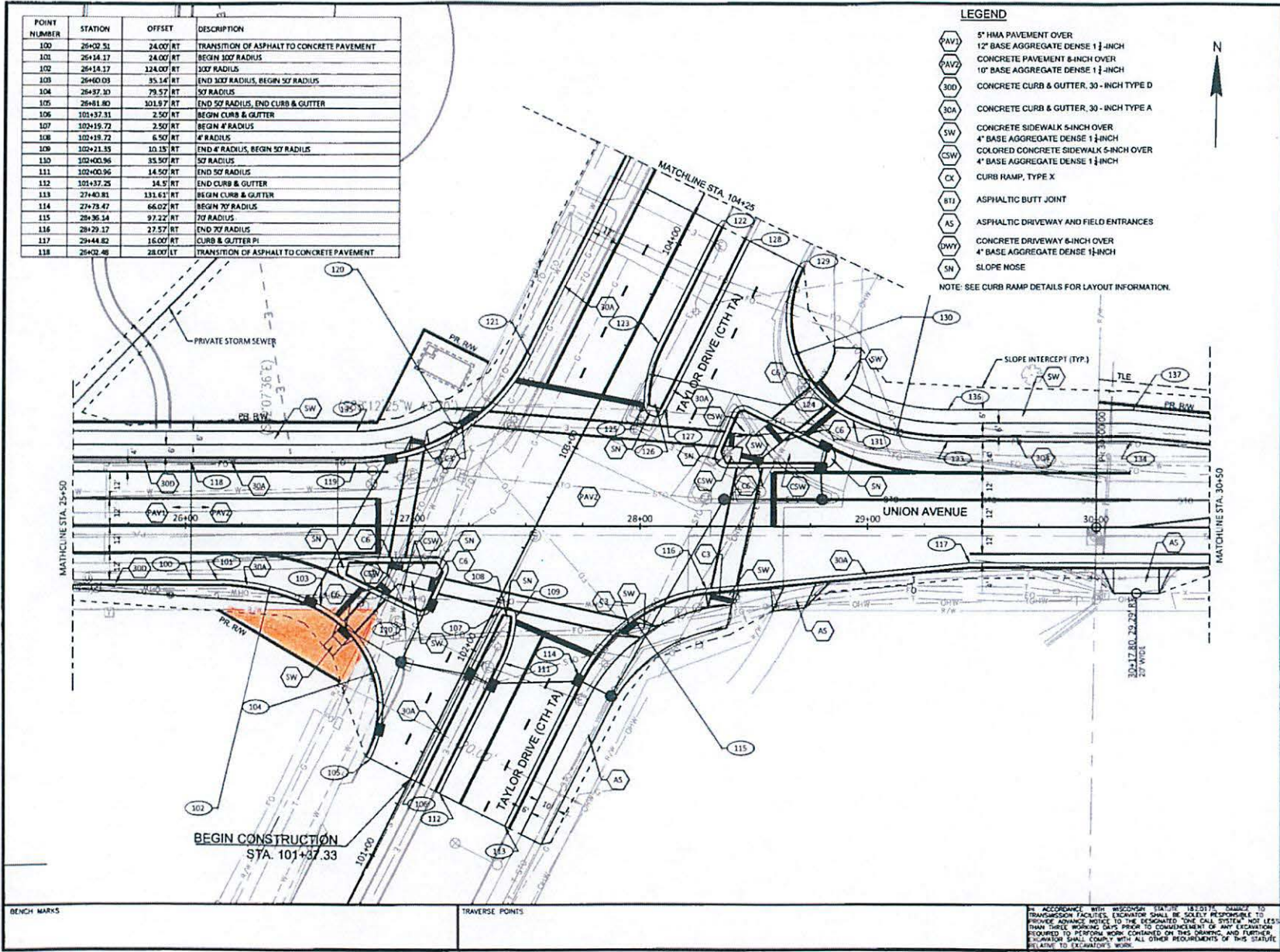
R163

LEGEND

- 5' HMA PAVEMENT OVER
- 12" BASE AGGREGATE DENSE 1 1/2-INCH
- CONCRETE PAVEMENT 8-INCH OVER
- 10" BASE AGGREGATE DENSE 1 1/2-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 1/2-INCH
- COLORED CONCRETE SIDEWALK 5-INCH OVER
- 4" BASE AGGREGATE DENSE 1 1/2-INCH
- CURB RAMP, TYPE X
- ASPHALTIC BUTT JOINT
- ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- CONCRETE DRIVEWAY 6-INCH OVER
- 4" BASE AGGREGATE DENSE 1 1/2-INCH
- 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 300' RADIUS
102	26+14.17	124.00' RT	300' RADIUS
103	26+60.03	35.14' RT	END 300' RADIUS, BEGIN 50' RADIUS
104	26+37.30	79.57' RT	50' RADIUS
105	26+61.80	301.97' 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+21.85	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	34.5' RT	END CURB & GUTTER
113	27+40.81	131.61' RT	BEGIN CURB & GUTTER
114	27+79.47	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	25+02.46	28.00' LT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT



February 14, 2020
4:01 PM
X:\MISC\2017\20170154\LOAD\TRANSPORTATION\DWG\SHEETS\PLAN\01120_160.DWG

IN ACCORDANCE WITH RECOVER STATUTE (18.201M) OWNER'S LIABILITY TO TRANSPORTATION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ON CALL SERVICE" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THIS DRAWING, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

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 Acuity regarding the terms and conditions of driveway improvements off of Union Avenue and related infrastructure associated with Acuity’s expansion and Advocate/Aurora Hospital Project.

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

REPORT DATE: July 7, 2020

MEETING DATE: July 14, 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 Acuity officials for the infrastructure improvements related to Acuity’s future expansions and coordinating with Advocate/Aurora’s Hospitals impacts.

STAFF COMMENTS: Both the Acuity expansion and the Advocate/Aurora Hospital Project will result in increased vehicular demand on Union Avenue. It is crucial to ensure that the final improvements in the area will provide the most efficient and safe design for employees, customers, and residents. The City is requesting the following requirements be met:

- Acuity’s driveway off Union Avenue will be aligned with Advocate/Aurora’s driveway and constructed at Acuity’s expense
- The City of Sheboygan will construct a new sanitary sewer main extension at the City’s expense and shall remain City property
- Acuity will quit claim to the City the required street right of way located at the southwest corner of the intersection of Taylor Drive and Union Avenue for the sanitary sewer main extension project. Acuity shall provide at no cost to the City of Sheboygan any and all necessary utility easements associated with the sanitary sewer main extension.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 52-20-21 authorizing the appropriate City officials to execute a Memorandum of Understanding with Acuity regarding the terms and conditions of driveway improvements off of Union Avenue and related infrastructure associated with Acuity’s expansion and Advocate/Aurora Hospital Project.

ATTACHMENTS:

- I. Res. No. 52-20-21
- II. Memorandum of Understanding

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials enter into a revised State/Municipal Agreement (revised date June 26, 2020) for the reconstruction of North Avenue from Calumet Drive to N. 15th Street.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 9, 2020

MEETING DATE: July 14, 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: In 2015, the Common Council approved signing the initial State/Municipal Agreement for the reconstruction of North Avenue from Calumet Drive to N. 15th Street. Since the initial State/Municipal Agreement in 2015 there have been five revisions to the agreement. Several revisions to any State/Municipal Agreement are not uncommon because as the project design evolves, parameters change.

STAFF COMMENTS: This revision has no monetary changes to it. Due to the project being delayed because of railroad construction issues, the final acceptance date has been changed from June 30, 2020 to June 30, 2022.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 53-20-21 authorizing the appropriate City officials enter into a revised State/Municipal Agreement (revised date June 26, 2020) for the reconstruction of North Avenue from Calumet Drive to N. 15th Street.

ATTACHMENTS:

- I. Res. No. 53-20-21
- II. State/Municipal Agreement dated June 26, 2020

III

4.13

Res. No. 53 - 20 - 21. By Alderperson Sorenson. July 6, 2020.

A RESOLUTION authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (revised date June 26, 2020) for the reconstruction of North Avenue from Calumet Drive to N. 15th Street.

WHEREAS, in 2019 the City entered into the 4th Revision to the State/Municipal Agreement regarding the road reconstruction of North Avenue from Calumet Drive to N. 15th Street (Project I.D. 4996-01-78/79/80/81) (the "Project"), which superseded what was at that time the most recent version of the State/Municipal Agreement; and

WHEREAS, the City has now been presented with the 5th Revision to the State/Municipal Agreement for the Project, which extends the City's sunset date for final acceptance of Project ID 4996-01-80/81 to June 30, 2021, and for final acceptance of Project ID 4996-01-79 to June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the 5th Revision to the State/Municipal Agreement for the Project, a copy of which is attached hereto and incorporated herein.

PW

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



**5th REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

This agreement supersedes the agreement signed by the Municipality on July 17, 2019 and signed by DOT on July 24, 2019.

Program Name: STP-Urban

Population Group: 50,000 - 200,000

Sub-program #: 206

Revised Date: June 26, 2020

Date: JUNE 6, 2014

I.D.: 4996-01-78/79/80/81

Road Name: C SHEBOYGAN, NORTH AVE

Limits: CALUMET DRIVE – 15TH STREET

County: SHEBOYGAN

Roadway Length: 0.6 MILES

Functional Classification: MINOR ARTERIAL

Project Sponsor: CITY OF SHEBOYGAN

Urbanized Area: SHEBOYGAN MPO

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

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

NEEDS AND ESTIMATE SUMMARY:

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

Existing Facility - Describe and give reason for request: The existing facility is 2-4 lanes that are 12 feet wide. The cross section is urban. The pavement is a combination of PCC and HMAC on PCC which has transverse and longitudinal cracking and depressions. The facility was last improved in 1952 and 1983. It has curb and gutter, sidewalk, and bicycle accommodations. There is spot lighting. There is sub-standard horizontal alignment. There is a railroad facility within 1000 feet of the project limits.

Proposed Improvement - Nature of work: The proposed project is a reconstruction of the urban cross section. New concrete pavement, sidewalk, and curb and gutter will be constructed. Signals will be installed. Railroad improvements are proposed. Spot lighting will be installed. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: Concrete base patching, sanitary sewer and watermain construction and excavation, hauling and disposal of petroleum contaminated soil.

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 74% federal funding up to a maximum of \$3,528,092 for all federally-funded project phases when the municipality agrees to provide the remaining 26% and all funds in excess of the \$3,528,092 federal funding maximum, in accordance with the STP Urban program guidelines for

projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

A sunset date extension was approved by WisDOT on June 24, 2020. The new sunset date for final acceptance is June 30, 2021 for project IDs 4996-01-80 and 4996-01-81. Sunset date for project ID 4996-01-79 is June 30, 2022.

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

SUMMARY OF COSTS							
PHASE	Total Est. Cost	Federal Funds	%	UNION PACIFIC	%	Municipal Funds	%
ID 4996-01-78							
Design	\$356,839	\$267,629	75%*			\$89,210	25% + BAL
State Review	\$89,203	\$66,902	75%*			\$22,301	25% + BAL
<i>4996-01-78 Subtotal</i>	<i>\$446,042</i>	<i>\$334,531</i>				<i>\$111,511</i>	
ID 4996-01-80 Railroad							
Crossing Surface	\$206,280	\$40,000	45%	\$91,728	44%	\$74,552	11%+BAL
ID 4996-01-81 Railroad							
Signals	\$294,284	\$150,000	80%			\$144,284	20%+BAL
ID 4996-01-79							
Participating Construction	\$4,704,477	\$2,735,208	74%			\$1,969,269	26% + BAL
Non-Participating Construction	\$142,335	\$0	0%			\$142,335	100%
State Review	\$461,560	\$268,353	74%			\$193,207	26% + BAL
<i>4996-01-79 Subtotal</i>	<i>\$5,308,372</i>	<i>\$3,003,561</i>				<i>\$2,304,811</i>	
Total Est. Cost Distribution	\$6,254,978	\$3,528,092	N/A	\$91,728	N/A	\$2,635,158	N/A

*The percentage of project costs covered by federal funding at approval, 74%, is based on TIP Committee Action. Due to the federal funding cap, which is \$3,528,092 for all federally-funded

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

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

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All applicable DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.

- d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
 - k. Other eligible rail items: Crossing surface and signals
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2048 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Other 100% Municipally funded items: concrete base patching
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a

manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.**

A sunset date extension was approved by WisDOT on June 24, 2020. The new sunset date for final acceptance is June 30, 2021 for project IDs 4996-01-80 and 4996-01-81. Sunset date for project ID 4996-01-79 is June 30, 2022.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.

- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

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

21. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. **Non-Appropriation of Funds:** With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. **Maintenance of Records:** During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:
- a. ID 4996-01-78: Design is funded with 75% federal funding, when the municipality agrees to provide the remaining 25%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 75% with federal funding and 25% by the Municipality.
 - b. ID 4996-01-80: Costs for railroad crossing surface are funded with 45% federal funding when the municipality agrees to provide 10% and railroad agrees to provide the remaining 44%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
 - c. ID 4996-01-81: Costs for railroad signals are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
 - d. ID 4996-01-79: Construction:
 - i. Costs for roadway reconstruction are funded with 74% federal funding when the municipality agrees to provide the remaining 26%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
 - ii. Non-participating Costs for concrete base patching, sanitary sewer and watermain construction and excavation, hauling and disposal of petroleum contaminated soil are funded 100% by the Municipality. Costs include construction delivery
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 74% with federal funding and 26% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).

- e. **Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$3,528,092**. This federal funding cap applies to all federally funded project phases.

[End of Document]

X

6.6.

Gen. Ord. No. 17 - 20 - 21. By Alderperson Sorenson. July 6, 2020.

AN ORDINANCE placing stop signs at the northwest and southeast corners of N. 7th Street and Highland Terrace.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added to the northwest and southeast corners of the intersection of N. 7th Street and Highland Terrace so that southbound and northbound traffic on N. 7th Street must stop at the intersection of N. 7th Street and Highland Terrace.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PW

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance placing stop signs at the northwest and southeast corners of N. 7th Street and Highland Terrace.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 9, 2020

MEETING DATE: July 14, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The intersection of N. 7th Street and Highland Terrace is an intersection with no traffic control. To improve the safety of this intersection traffic traveling southbound and northbound on N. 7th Street will stop at this intersection.

STAFF COMMENTS: As mentioned above this is an uncontrolled intersection therefore a two way stop sign needs to be installed to improve the safety of this intersection.

ACTION REQUESTED: Motion to recommend the Common Council adopt Gen. Ord. No. 12-20-21 placing stop signs at the northwest and southeast corners of N. 7th Street and Highland Terrace.

ATTACHMENTS:

- I. G.O. No. 12-20-21