



FOURTH REGULAR COMMON COUNCIL MEETING AGENDA

May 16, 2022 at 6:00 PM

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,
Sheboygan, WI**

"Leaders don't force people to follow, they invite them on a journey" Charles Lauer

This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and:
www.wscssheboygan.com/vod.

Notice of the 4th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, May 16, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. **Roll Call**
Alderperson Felde may attend the meeting remotely
2. **Pledge of Allegiance**
3. **Approval of Minutes**
Regular Council Meeting held on May 2, 2022
4. **Confirmation of Mayoral Appointments**
Lisa Salgado to the Mayor's International Committee and Fay Wingrove to the Board of Review
5. **Election**
Alderperson - District 5 - Angela Ramey and Josh Fick.
6. **Presentation**
"Sustainable and Affordable Development" by Braden Schmidt.
7. **Presentation**
"City of Sheboygan WI Ten-Year Capital Plan" by David Ferris and Phil Cosson of Ehlers - Public Finance Advisors
8. **Public Forum**
Limit of five people having five minutes each with comments limited to items on this agenda.
9. **Mayor's Announcements**
Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

10. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

- 11.** R. C. No. 3-22-23 by Finance and Personnel Committee to whom was referred Res. No. 8-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a new Memorandum of Agreement with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection for provision of weights and measures inspection services; recommends adopting the Resolution.
- 12.** R. C. No. 4-22-23 by Public Works Committee to whom was referred Res. No. 11-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the St. Clair Avenue - 2022 Street Improvements; recommends adopting the Resolution.
- 13.** R. C. No. 5-22-23 by Public Works Committee to whom was referred Res. No. 12-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the North Avenue - 2022 Street Improvements; recommends adopting the Resolution.
- 14.** R. C. No. 6-22-23 by Public Works Committee to whom was referred Res. No. 4-22-23 by Alderpersons Dekker and Perrella authorizing executing an easement for a mini-storm sewer at 2314 W. Koning Drive; recommends adopting the Resolution.
- 15.** R. C. No. 7-22-23 by Public Works Committee to whom was referred Res. No. 5-22-23 by Alderpersons Dekker and Perrella authorizing executing an easement for a mini-storm sewer at 2904 South 21st Street; recommends adopting the Resolution.
- 16.** R. C. No. 8-22-23 by Public Works Committee to whom was referred Res. No. 6-22-23 by Alderpersons Dekker and Perrella authorizing executing an easement for a mini-storm sewer at 2106 Wilson Avenue; recommends adopting the Resolution.
- 17.** R. C. No. 9-22-23 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 13-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an agreement with Dr. Toby Watson authorizing the acceptance of four pianos donated by Dr. Watson in support of the City's placemaking strategy to activate City streets, and authorizing the appropriate City staff to oversee installation and maintenance of the pianos; recommends adopting the Resolution.
- 18.** R. C. No. 10-22-23 by Public Works Committee to whom was referred R. C. No. 289-21-22 by Public Works Committee to whom was referred R. O. No. 106-21-22 by Director of Planning and Development submitting a communication from Dr. Toby Watson requesting permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets; recommends filing the document.
- 19.** R. C. No. 11-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 141-21-22 by Chief of Police Christopher Domagalski submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing January 1, 2022 and ending March 31, 2022; recommends filing the report.
- 20.** R. C. No. 12-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 142-21-22 by Fire Chief submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing January 1, 2022 and ending March 31, 2022; recommends filing the report.

- [21.](#) R. C. No. 13-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 2-22-23 by City Clerk submitting various license applications; recommends granting the applications.
- [22.](#) R. C. No. 14-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 9-22-23 by City Clerk submitting various license applications; recommends granting the licenses.

REPORT OF OFFICERS

- [23.](#) R. O. No. 10-22-23 by Capital Improvements Commission to whom was referred R. O. No. 1-22-23 by City Administrator Todd Wolf submitting Capital Improvements Program (CIP) Requests for the years 2023-2027; recommends approving the CIP requests. REFER TO CITY PLAN COMMISSION
- [24.](#) R. O. No. 11-22-23 by City Clerk submitting a claim from Laura Kampmann for alleged damages to her tire when she drove over the cover of the metal water works hole. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [25.](#) R. O. No. 12-22-23 by Finance Director pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 8895 in the amount of \$17,397.87 billed to Jorge Deanda regarding damage to a traffic control signal and street light located on the median of Taylor Drive and Washington Avenue on September 21, 2020, has been settled with a payment to the City of Sheboygan in the amount of \$16,209.58. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [26.](#) R. O. No. 13-22-23 by City Clerk submitting a pending claim from Nina Stapel for an alleged sewer backup in her basement. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [27.](#) R. O. No. 14-22-23 by City Clerk submitting various license applications (businesses). REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [28.](#) R. O. No. 15-22-23 by City Clerk submitting various license applications (change of premises). REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- [29.](#) Res. No. 17-22-23 by Alderpersons Felde and Filicky-Peneski amending Res. No. 73-21-22 adopted on October 18, 2021 establishing the ward boundaries for the City of Sheboygan. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [30.](#) Res. No. 14-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Barrientos Design and Consulting Inc. for the Public Works Department and Transit Garages Renovation and Expansion Study. REFER TO PUBLIC WORKS COMMITTEE
- [31.](#) Res. No. 15-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Bodart Electric Service, Inc. for the construction of the Sheboygan CMAQ Signal Improvements. REFER TO PUBLIC WORKS COMMITTEE
- [32.](#) Res. No. 16-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into an Agency Agreement with Credit Management Control, Inc. with regard to providing collection services to the City. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [33.](#) Res. No. 18-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer of appropriations in the 2022 budget. REFER TO FINANCE AND PERSONNEL COMMITTEE

- 34.** Res. No. 19-22-23 by Alderpersons Dekker and Perrella informing the Wisconsin Department of Natural Resources (WDNR) that the 2021 Compliance Maintenance Annual Report (CMAR) has been reviewed. REFER TO PUBLIC WORKS COMMITTEE
- 35.** Res. No. 20-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to Purchase a Screenings Washer Monster from JWC Environmental of Santa Ana CA to provide a redundant system to wash and compact screened wastewater solids. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

- 36.** R. C. No. 1-22-23 by Finance and Personnel Committee to whom was referred Res. No. 2-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer and establishing an internship program within the Mayor's office budget; recommends adopting the Resolution.
- 37.** R. C. No. 2-22-23 by Finance and Personnel Committee to whom was referred Res. No. 7-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance and sale of up to \$39,430,018 Water Utility Revenue Bonds, Series 2022, and providing for other details and covenants with respect thereto; recommends adopting the Resolution.

GENERAL ORDINANCES

- 38.** Gen. Ord. No. 1-22-23 by Alderpersons Felde and Ackley amending the rules contained in Sec. 74-56 of the Municipal Code regarding alcohol possession and consumption in parks so as to more clearly provide for possession and consumption of beer and wine while maintaining a prohibition on liquor. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

- 39.** Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

CITY OF SHEBOYGAN**THIRD REGULAR COMMON COUNCIL MEETING MINUTES****Monday, May 02, 2022**

OPENING OF MEETING**1. Roll Call**

Alderspersons present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.

Alderspersons excused: Savaglio – 1.

2. Pledge of Allegiance**3. Approval of Minutes**

MOTION TO APPROVE MINUTES FROM APRIL 25, 2022

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.

4. Presentation

“Review of the League of WI Municipalities: Addressing the Affordable Housing Crisis Recommendations” by Chad Pelishek, Director of Planning and Development

5. Resignation

Markus Savaglio as District 5 Alderperson

MOTION TO ACCEPT AND FILE

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.

6. Mayoral Appointments

Lisa Salgado to the Mayor's International Committee and Fay Wingrove to the Board of Review – Lays over.

7. Public Forum

No one spoke.

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT**9. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.

10. R. O. No. 7-22-23 by Board of Water Commissioners submitting a copy of the 2021 Annual Audited Financial Statements, including Independent Auditor's Report, on the Sheboygan Water Utility.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.

11. R. O. No. 6-22-23 by Board of Water Commissioners submitting the Board of Water Commissioners' Report on the Water Utility for the first quarter of 2022.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.

12. R. O. No. 5-22-23 by City Clerk submitting a communication from the Wisconsin Department of Administration indicating that it has reviewed the preliminary plat of Maywood Estates and does not object and certifies it as complying with the requirements of: s. 236.16 and s. 236.20 Wis. Stats.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.

REPORT OF OFFICERS

13. R. O. No. 8-22-23 by City Plan Commission to whom was referred R. O. No. 146-21-22 by City Clerk and Gen. Ord. 43-21-22 by Alderperson Dekker granting Old World Creamery, LLC, its successors and assigns, the privilege of encroaching upon described portions of St. Clair Avenue right of way in the City of Sheboygan for the purpose of creating a concrete approach; recommends filing the R. O. and adopting the Ordinance.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.

14. R. O. No. 4-22-23 by City Clerk submitting a Notice of Circumstances of Injury regarding an incident that occurred on January 7, 2022 between the City of Sheboygan Police Department and Frank Bernard.
REFER TO FINANCE AND PERSONNEL COMMITTEE

15. R. O. No. 9-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

16. Res. No. 9-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to sign the January 1, 2022-December 31, 2023 Contract between the City of Sheboygan and Sheboygan Professional Police Officers' Supervisory Association.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.

17. Res. No. 10-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to sign the January 1, 2022-December 31, 2023 Contract between the City of Sheboygan and Sheboygan Professional Police Officers' Association.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.

18. Res. No. 2-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer and establishing an internship program within the Mayor's office budget. REFER TO FINANCE AND PERSONNEL COMMITTEE
19. Res. No. 3-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to enter into agreement with the Sheboygan Area School District relative to providing the public school system with school liaison officers from the Sheboygan Police Department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
20. Res. No. 4-22-23 by Alderpersons Dekker and Perrella authorizing executing an easement for a mini-storm sewer at 2314 W. Koning Drive. REFER TO PUBLIC WORKS COMMITTEE
21. Res. No. 5-22-23 by Alderpersons Dekker and Perrella authorizing executing an easement for a mini-storm sewer at 2904 South 21st Street. REFER TO PUBLIC WORKS COMMITTEE
22. Res. No. 6-22-23 by Alderpersons Dekker and Perrella authorizing executing an easement for a mini-storm sewer at 2106 Wilson Avenue. REFER TO PUBLIC WORKS COMMITTEE
23. Res. No. 7-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance and sale of up to \$39,430,018 Water Utility Revenue Bonds, Series 2022, and providing for other details and covenants with respect thereto. REFER TO FINANCE AND PERSONNEL COMMITTEE
24. Res. No. 8-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a new Memorandum of Agreement with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection for provision of weights and measures inspection services. REFER TO FINANCE AND PERSONNEL COMMITTEE
25. Res. No. 11-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the St. Clair Avenue - 2022 Street Improvements. REFER TO PUBLIC WORKS COMMITTEE
26. Res. No. 12-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the North Avenue - 2022 Street Improvements. REFER TO PUBLIC WORKS COMMITTEE

CLOSED SESSION

27. MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Sec. 19.85(1)(e) of the Wis. Stats. for the purpose of deliberating regarding possible development incentives for an affordable housing project located on the northeast corner of Erie Avenue and North 13th Street.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.

ADJOURN MEETING

28. Motion to Adjourn

MOTION TO ADJOURN AT 7:16 PM

Motion made by Perrella, Seconded by Ackley.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust – 9.



April 28, 2022

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

- Lisa Salgado to be considered for appointment to the Mayor's International Committee to fill a vacancy with the term expiring on 04/17/2023.
- Fay Wingrove to be considered for appointment to the Board of Review to fill a vacancy with the term expiring on 04/20/2026.



RYAN SORENSON, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

Lays over

Angela Ramey

514 N 26th Street, Sheboygan, WI 53081
920-470-1071 asramey@gmail.com

May 4, 2022

Mayor Ryan Sorenson
City Hall
828 Center Avenue, Suite 300
Sheboygan, WI 53081

Dear Mayor Sorenson,

I am writing to express sincere interest in the newly open Common Council seat for District 5 in the City of Sheboygan. I look forward to sharing my experience and passion with you regarding this opportunity.

My current position as the Performing Arts Program Director at the John Michael Kohler Arts Center (JMKAC) has allotted me opportunities to work with city officials and departments in both a professional and personal manner. In 2015, JMKAC collaborated with the City as well as the Harbor Centre Business Improvement District to launch the Levitt AMP Sheboygan Music Series. The shared goal of bringing our community together through the power of free, live music propelled the creation of the City Green.

This series continues to welcome over 1,400 Sheboygan residents to the Green every week during the summer. This year I have the privilege to work with the Department of Public Works as they take over as the stewards of the City Green. A relationship I am looking forward to fostering as we at JMKAC continue to cultivate programs like *Art in Public Spaces* and *The Sheboygan Project*.

I know the impact local government can have on individuals, families, communities, and cities. I am motivated to propel progress while honoring history. My family, including my newly transplanted parents, and I have made Sheboygan our home. I am invested in this community and am ready to do more to ensure all of our voices are heard. Additionally I am an ally for the marginalized populations and believe that our community should be a safe and welcoming place for all. Lastly, I am astutely aware that I have much to learn and am looking forward to the challenges that lie ahead.

Thank you for considering me for the Common Council. I feel confident that I will bring humility, dedication, and passion to both the Council and the greater Sheboygan community.

Thank you for your time and attention. I look forward to hearing from you soon.

With best regards,



Angela Ramey

Angela Ramey

514 N 26th Street, Sheboygan, WI 53081
920-470-1071 asramey@gmail.com

Experience

Performing Arts Program Director, John Michael Kohler Arts Center
Sheboygan, WI / 2018 – present

- **Programming**, Develop the framework for the programs which include world music, dance, theatre, social events, exhibition openings, films and festivals; develop and maintain the budget for all Performing Arts programming; write and negotiate contracts; manage the artist's logistics and schedules; build audiences; facilitate the programs; manage the internal logistics and communication; work with the Arts Center holistically to keep an overarching theme with our mission at the forefront
- **Coordinator**, Research, shop talent, write and negotiate contracts for over 30 local, regional and national bands for the Levitt Amp Sheboygan Music Series and other music events throughout the season
- **Marketing**, Draft original marketing copy, gather appropriate imagery, and work with the marketing department to market and to generate effective strategies to engage diverse constituencies. Create social media campaigns for all Performing Arts events and residencies
- **Member**, Understanding and professional development of multiple performing arts disciplines by attending presenter conferences including APAP, Wisconsin Presenters Network, Arts Midwest, National Performance Network, and Folk Alliance International. Served on the JMKAC Steering Committee
- **Outreach Programming**, Work with the Public Programs departments to develop meaningful educational outreach activities and promote school involvement in lecture/demonstrations
- **Representative**, Represent the Arts Center at events when appropriate; share information about Performing Arts and other Arts Center programming with colleagues in the field and community at large; give presentations to industry and community groups
- **Supervise & Train**, Supervise the Performing Arts Assistant and all Performing Arts interns. Train Performing Arts volunteers in areas of ushering, bartending, marketing, logistics, hospitality, and general event needs

Public Programs Associate, John Michael Kohler Arts Center
Sheboygan, WI / 2013-2017

- **Performing Arts Support**, Work with the Sr. Manager of Public Programs; develop the framework for the programs; manage the artist's logistics and schedules; build audiences; manage the internal logistics and communication for the performances; advise on and maintain all performing arts budgets
- **Coordinator**, Levitt Amp Sheboygan Music Series - negotiate contracts and book 20 local, regional and national bands
- **Marketing**, Work with the marketing department to draft original marketing copy, gather appropriate imagery, provide marketing with details
- **Outreach Programming**, Work with the Public Programs departments to develop meaningful educational outreach activities and promote school involvement in lecture/demonstrations
- **Manager**, Midsummer Festival of the Arts - Oversee the planning and execution of the annual festival that anticipates over 15,000 visitors, 130 artist vendors, and four live concert events
- **Co-manager & Trainer**, Performing Arts intern(s) and train Performing Arts volunteers in areas of ushering, bartending, marketing, logistics, hospitality, and general event needs

Events Coordinator, Communication Arts Center, UW Fox Valley

Menasha, WI / 2011-2012

- Tour internal and external groups and assist with planning of events
- Write and negotiate contracts and technical riders
- Coordinate, execute and manage events
- Promote and solicit external organizations to utilize the CAC
- Ticket sales and customer service in the Ticket Office

Program Associate, Office of Continuing Education, UW Fox Valley

Menasha, WI / 2010-2011

- Support of professional and personal enrichment programs
- Market predefined programs including youth and adult lifelong learning
- Assist in the identification and development of needed community based programming
- Create marketing and promotional materials

Wine Advisor, Red & White

Appleton, WI / 2009-2012

- Advise customers on wine purchases both in retail and tastings
- Assist in tasting events both on and off premises

Sales Associate, Purple Feet Wines

Appleton, WI / 2007-2009

- Created a selling strategy for local retailers to price, display, and feature wines
- Built and maintained quality customer service relationships
- Coordinated special events to promote wine education and sales

Additional Skills

Microsoft Office (Outlook, Word, Excel, PowerPoint), Tessitura Network Software, Versai Software, Paylocity, Social Media (Facebook, Twitter, Instagram, Snapchat)

Education

University of Wisconsin, Madison — Bachelor of Arts, Theatre and Drama / 2003

American Academy of Dramatic Arts, New York— Theatre and Drama / 1996

Professional Affiliations

Wisconsin Presenters Network
Arts Midwest
Assoc. for Performing Arts Professionals
National Performance Network
Arts Wisconsin, member
Levitt Foundation

Sheboygan Theatre Company, *Production Committee member, 2015 – 2016*
Theater AvantGarde, *Board Member, 2012*
Attic Theatre, *Board Member and Marketing Chair, 2009 – 2011*

References available upon request

To Whom It May Concern,

My name is Josh Fick. I am a lifelong Sheboygan resident and a graduate of Sheboygan North High School. Please consider me for the District 5 Common Council Seat.

During my time in Sheboygan I have been employed as a salesman in the janitorial industry. I have been in my sales job for 16 years. I have been successful helping customers keep costs low while maintaining a clean and safe facility. I am a member of a local church. During my free time I enjoy hanging with my family and enjoying the community.

I believe that my skills in business can add a benefit to the common council. I have lived in district 5 the last 8 years. I love our community and believe that I have the skills to help make it a better place. Being in sales has helped me with communication. It is easy for me to talk to people of all view points and understand their views.

I have also attached my resume.

Thank you for your time,

Josh Fick

608 S 26th st
Sheboygan Wi,
(920) 627-4978
Josh.fick@cleaningstuff.biz

JOSH FICK

My career goals are to consistently strive to solve my customers problems. I am always looking at problems in different ways than most people. I believe this helps me solve customers problems, when other people cant solve them.

Sales

Professional Supply
2006- Current

Increased sales every year

Landed numerous accounts
with over 200 locations

Sold over 12 Million in 2021

Warehouse

Professional Supply
2000-2006

Picked orders

Delivered orders



City of Sheboygan, WI Ten-Year Capital Plan

David Ferris, Senior Municipal Advisor

Philip Cosson, Senior Municipal Advisor

Long Range Capital Plan Topics

- Debt Base Case Review
- Ten-Year Capital Project List
- Sources and Uses / Debt Issue Sizing Schedule
- Impact of Capital Plan on the Tax Levy and Tax Rate
- Impact of Capital Plan on the Debt Limit

Goals

- Establish a multi-year Capital Plan (w/flexibility)
 - ✓ Enabling the City to schedule for legacy projects
 - ✓ Enabling the City to schedule for and meet the capital needs of the City
 - ✓ Incorporate other funding into the capital plan (i.e. TID, Grants, Fees)
- Establish debt tax rate goal/policy
- Establish/Review debt capacity goal/policy

Base Case

Item 7.



Existing Debt Service Sources of Repayment and Levy Impact Analysis (Base Case)

Debt Service				Abatement Sources						Projected Rate Impact						
	General Obligation Debt	Lease Payments	Total of All Obligations	Bid Premium Deposit/ Adjustments	Total Paid By TID Funds	Interest Income	Misc Income	Funds Applied / Misc Difference	Total Abatement Sources		Net Debt Service Levy	Levy Change	Projected Equalized Value	% Change	Debt Service Tax Rate	
YEAR																YEAR
2022	7,009,359	75,497	7,084,856	(72,035)	(2,708,183)	(39,000)	(103,067)	(383,554)	(3,233,804)	3,851,052			3,156,346,500	2.48%	1.22	2022
2023	6,187,219		6,187,219		(1,729,612)				(1,801,647)	4,385,571	534,519		3,229,187,030	2.31%	1.36	2023
2024	6,443,688		6,443,688		(1,824,778)				(1,824,778)	4,618,910	233,339		3,473,873,471	7.58%	1.33	2024
2025	6,562,026		6,562,026		(1,933,008)				(1,933,008)	4,629,019	10,109		3,543,350,940	2.00%	1.31	2025
2026	6,032,039		6,032,039		(1,598,613)				(1,598,613)	4,433,426	(195,593)		3,614,217,959	2.00%	1.23	2026
2027	5,783,190		5,783,190		(1,777,390)				(1,777,390)	4,005,800	(427,626)		3,686,502,318	2.00%	1.09	2027
2028	5,315,670		5,315,670		(1,747,745)				(1,747,745)	3,567,925	(437,875)		3,760,232,364	2.00%	0.95	2028
2029	5,194,270		5,194,270		(1,789,205)				(1,789,205)	3,405,065	(162,860)		3,835,437,012	2.00%	0.89	2029
2030	4,364,630		4,364,630		(1,650,110)				(1,650,110)	2,714,520	(690,545)		3,912,145,752	2.00%	0.69	2030
2031	3,190,365		3,190,365		(1,637,440)				(1,637,440)	1,552,925	(1,161,595)		3,990,388,667	2.00%	0.39	2031
2032	3,032,528		3,032,528	(1,657,443)				(1,657,443)	1,375,085	(177,840)		4,070,196,440	2.00%	0.34	2032	
2033	2,986,555		2,986,555	(1,640,305)				(1,640,305)	1,346,250	(28,835)		4,151,600,369	2.00%	0.32	2033	
2034	2,585,340		2,585,340	(1,636,490)				(1,636,490)	948,850	(397,400)		4,234,632,376	2.00%	0.22	2034	
2035	1,985,300		1,985,300	(1,640,700)				(1,640,700)	344,600	(604,250)		4,319,325,024	2.00%	0.08	2035	
2036	1,965,230		1,965,230	(1,632,630)				(1,632,630)	332,600	(12,000)		4,405,711,524	2.00%	0.08	2036	
2037	1,953,280		1,953,280	(1,632,680)				(1,632,680)	320,600	(12,000)		4,493,825,755	2.00%	0.07	2037	
2038	1,854,480		1,854,480	(1,630,880)				(1,630,880)	223,600	(97,000)		4,583,702,270	2.00%	0.05	2038	
2039	1,032,268		1,032,268	(1,032,268)				(1,032,268)		(223,600)		4,675,376,315	2.00%	0.00	2039	
2040	1,029,120		1,029,120	(1,029,120)				(1,029,120)				4,768,883,842	2.00%	0.00	2040	
TOTALS	74,506,555	75,497	74,582,052	(72,035)	(31,928,598)	(39,000)	(103,067)	(383,554)	(32,526,254)	42,055,798						TOTALS

Debt Base Case Review (cont.)

- 1st Section - Total obligations related to General Obligation (GO) debt plus a lease payment
- 2nd Section - Debt payments paid by other funding sources (abatement)
 - ✓ TID's
 - ✓ Interest income, fund balance and other revenues
- 3rd Section – Impact on Tax Levy and Rate
 - ✓ Tax levy is compact from 2023 – 2026 causing some pressure when adding new future projects without an increase in the taxes and tax rate.

10-Year Capital Project List

- Projects are best estimates currently and subject to change
- Summarized by department and annual amount
- City's practice of issuing 10-Year GO Notes continues for normal capital projects like equipment and road work
- Special one-time time projects, like a new Fire Station, DPW Building addition, Transit Building and Harbor projects are financed over longer terms, consistent with their anticipated life
- Targeted a tax rate for debt to avoid future fluctuations

Sources and Uses

Item 7.

	GO Notes 2023	GO Bonds 2023	GO Notes 2024	GO Bonds 2024	GO Notes 2025	GO Bonds 2025	GO Notes 2026	GO Bonds 2026	GO Notes 2027	GO Bonds 2027
Projects										
City Buildings	250,000	0	0	0	250,000	0	0	0	250,000	0
Public Works - Traffic	415,000	0	565,000	0	230,000	0	0	0	430,000	0
Public Works - Traffic TID 16	171,400	0	0	0	0	0	0	0	0	0
Police	0	0	0	0	0	0	0	0	1,000,000	0
Transit Utility	0	0	0	0	0	0	490,000	0	0	0
Mead Public Library	0	0	0	0	184,000	0	0	0	0	0
Construction of a Firehouse	0	1,000,000	0	1,629,000	0	3,000,000	0	0	0	2,500,000
Equipment of a Fire Department	68,500	0	931,250	0	0	0	3,060,000	0	246,158	0
Harbor Improvements	0	250,000	0	3,000,000	0	0	0	2,000,000	0	0
Park Projects	0	0	250,000	0	0	0	250,000	0	0	0
Street Improvement Projects	2,338,000	0	1,842,000	0	2,762,000	0	3,648,000	0	1,663,000	0
City Development - TID 17	1,000,000	0	2,750,000	0	0	0	0	0	250,000	0
City Development - TID 19	0	0	0	0	1,000,000	0	0	0	0	0
Buildings for the housing of equipment	0	0	0	0	0	0	0	0	0	0
Project Needs	4,242,900	1,250,000	6,338,250	4,629,000	4,426,000	3,000,000	7,448,000	2,000,000	3,839,158	2,500,000
Issuance Expenses										
Municipal Advisor	27,600	14,900	33,400	24,400	28,100	20,600	36,500	18,200	26,500	19,200
Bond Counsel	15,000	11,000	18,000	16,000	15,000	13,000	19,000	12,000	14,000	13,000
Disclosure Counsel (Estimated)	9,750	7,150	11,700	10,400	9,750	8,450	12,350	7,800	9,100	8,450
Rating	15,000	4,000	11,000	8,000	11,000	8,000	15,000	4,000	11,000	8,000
Paying Agent	850	850	850	850	850	850	850	850	850	850
Underwriter Fees	45,770	16,313	64,800	59,375	45,350	38,625	76,050	25,875	39,400	32,313
Total Funds Needed	4,356,870	1,304,213	6,478,000	4,748,025	4,536,050	3,089,525	7,607,750	2,068,725	3,940,008	2,581,813
Less Interest Earnings	(1,697)	(500)	(2,535)	(1,852)	(1,770)	(1,200)	(2,979)	(800)	(1,536)	(1,000)
Rounding	4,827	1,288	4,535	3,827	720	1,675	229	2,075	1,528	4,188
Size of Issue	4,360,000	1,305,000	6,480,000	4,750,000	4,535,000	3,090,000	7,605,000	2,070,000	3,940,000	2,585,000

Sources and Uses (cont.)

Item 7.

	GO Bonds 2027	GO Notes 2028	GO Bonds 2028	GO Notes 2029	GO Bonds 2029	GO Notes 2030	GO Bonds 2030	GO Notes 2031	GO Bonds 2031	GO Notes 2032	GO Bonds 2032	Total
Projects												
City Buildings	0	0	0	708,750	0	0	0	500,000	0	0	0	1,958,750
Public Works - Traffic	0	0	0	0	0	0	0	0	0	0	0	1,640,000
Public Works - Traffic TID 16	0	0	0	0	0	0	0	0	0	0	0	171,400
Police	0	0	0	0	0	0	0	0	0	0	0	1,000,000
Transit Utility	0	0	0	675,000	0	575,000	0	0	0	0	0	1,740,000
Mead Public Library	0	0	0	0	0	0	0	0	0	0	0	184,000
Construction of a Firehouse	2,500,000	0	0	0	0	0	0	0	0	0	0	8,129,000
Equipment of a Fire Department	0	0	0	0	0	0	0	0	0	0	0	4,305,908
Harbor Improvements	0	0	2,000,000	0	0	0	2,000,000	0	0	0	2,000,000	11,250,000
Park Projects	0	0	0	0	0	0	0	0	0	0	0	500,000
Street Improvement Projects	0	2,000,000	0	2,000,000	0	2,000,000	0	2,000,000	0	2,000,000	0	22,253,000
City Development - TID 17	0	0	0	0	0	0	0	0	0	0	0	4,000,000
City Development - TID 19	0	0	0	0	0	0	0	0	0	0	0	1,000,000
Buildings for the housing of equipment	0	0	0	0	4,016,250	0	0	0	4,500,000	0	0	8,516,250
Project Needs	2,500,000	2,000,000	2,000,000	3,383,750	4,016,250	2,575,000	2,000,000	2,500,000	4,500,000	2,000,000	2,000,000	66,648,308
Issuance Expenses												
Municipal Advisor	19,200	18,200	21,400	21,400	27,000	23,300	18,200	19,400	28,200	21,400	18,200	466,100
Bond Counsel	13,000	12,000	12,000	14,000	14,000	13,000	12,000	19,000	15,000	12,000	12,000	281,000
Disclosure Counsel (Estimated)	8,450	7,800	7,800	9,100	9,100	8,450	7,800	12,350	9,750	7,800	7,800	182,650
Rating	8,000	7,000	7,000	9,000	10,000	8,000	6,000	7,000	12,000	7,000	7,000	175,000
Paying Agent	850	850	850	850	850	850	850	850	850	850	850	17,000
Underwriter Fees	32,313	20,700	25,938	34,750	51,625	26,550	25,875	25,850	57,813	20,700	25,938	759,608
Total Funds Needed	2,581,813	2,066,550	2,074,988	3,472,850	4,128,825	2,655,150	2,070,725	2,584,450	4,623,613	2,069,750	2,071,788	68,529,666
Less Interest Earnings	(1,000)	(800)	(800)	(1,354)	(1,607)	(1,030)	(800)	(1,000)	(1,800)	(800)	(800)	(26,660)
Rounding	4,188	4,250	813	3,504	2,782	880	75	1,550	3,188	1,050	4,013	46,994
Size of Issue	2,585,000	2,070,000	2,075,000	3,475,000	4,130,000	2,655,000	2,070,000	2,585,000	4,625,000	2,070,000	2,075,000	68,550,000

Tax Impact Overview

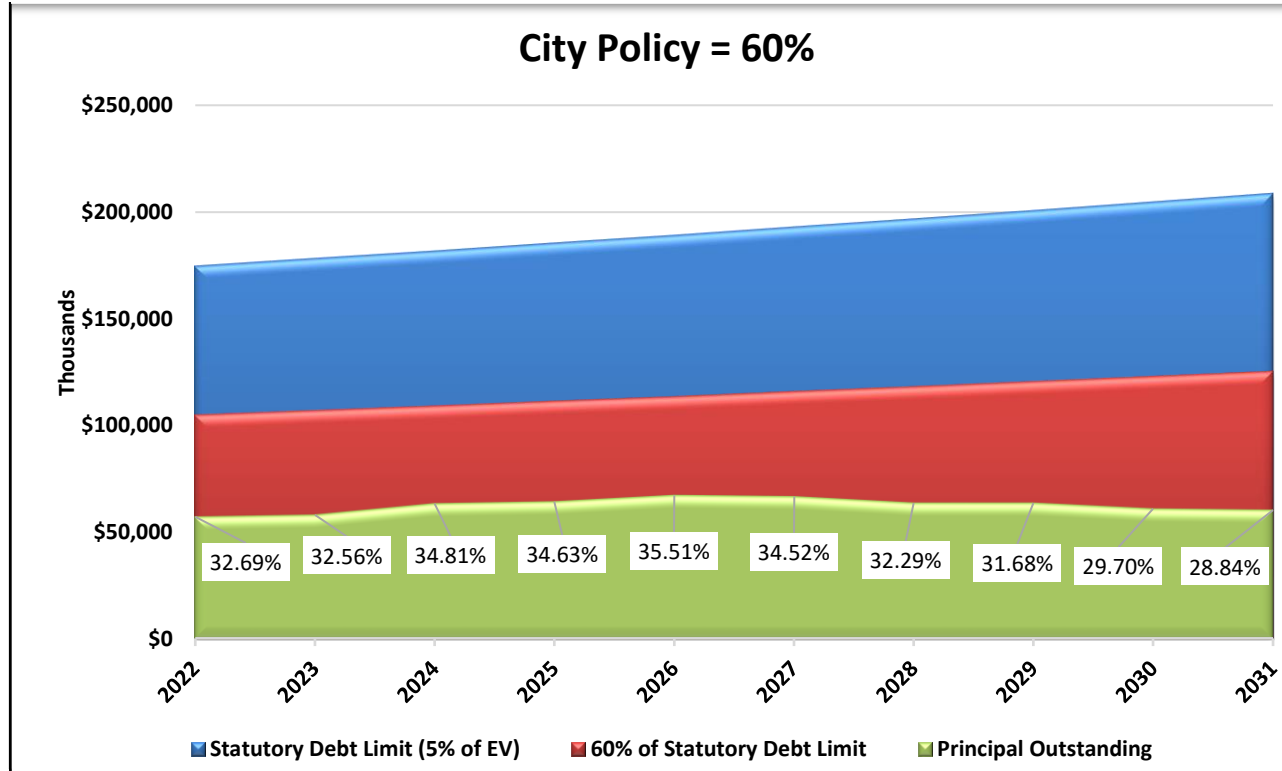
- Aggressive capital improvement list is possible with:
 - ✓ Projected maximum equalized tax rate for debt @ \$1.52 / \$1,000 of value (2023 was projected to be 1.36 prior to future capital borrowing)
- Debt levy drops off significantly after the 10-year period allowing for future capital projects
 - ✓ Early in plan, TID closures allow for additional debt repayment
 - ✓ 2% annual growth assumed
 - ✓ Increasing interest rates assumed (conservative assumption)
 - ✓ Debt repayment structured to stabilize the tax rate.

Impact of Capital Plan on Tax Levy and Rate

Item 7.

Existing Debt Payments							Projected Debt Service														TOTAL		
YEAR	Equalized Value Projection	Change in Value	Total of All Obligations	Total Abatement Sources	Net Debt Service Levy	Debt Service Tax Rate	YEAR	Capital Plan Debt Service			Less Abatements				Total Projected Debt Service Less Abatements	Net Debt Service Levy	Levy Change	Debt Service Tax Rate	Impact on \$ 100,000 of Value		Debt Service Tax Rate @ 3% Growth		YEAR
								Principal	Interest	Total	Public Works - Traffic TID 16	TID 17 Projects Indiana Avenue	TID 19 Projects	Total Abatements					Taxes	Change	Rate +0.09%	Rate +0.12%	
2022	3,156,346,500	2.48%	7,084,856	(3,233,804)	3,851,052	1.22	2022								3,851,052		1.22	122.01		1.22	2022		
2023	3,229,187,030	2.31%	6,187,219	(1,801,647)	4,385,571	1.36	2023								4,385,571	534,519	1.36	135.81	13.80	1.36	2023		
2024	3,473,873,471	7.58%	6,443,688	(1,824,778)	4,618,910	1.33	2024	825,000	229,100	825,000	(22,181)	(141,770)		(163,951)	661,049	5,279,959	894,388	1.52	151.99	16.18	1.59	2024	
2025	3,543,350,940	2.00%	6,562,026	(1,933,008)	4,629,019	1.31	2025	1,305,000	687,816	1,305,000	(19,495)	(533,384)		(552,879)	752,121	5,381,140	101,181	1.52	151.87	(0.12)	1.49	2025	
2026	3,614,217,959	2.00%	6,032,039	(1,598,613)	4,433,426	1.23	2026	1,710,000	888,723	1,710,000	(19,100)	(481,513)	(151,695)	(652,308)	1,057,692	5,491,118	109,979	1.52	151.93	0.07	1.48	2026	
2027	3,686,502,318	2.00%	5,783,190	(1,777,390)	4,005,800	1.09	2027	2,220,000	1,252,629	2,220,000	(18,688)	(470,405)	(131,773)	(620,866)	1,599,134	5,604,934	113,816	1.52	152.04	0.11	1.47	2027	
2028	3,760,232,364	2.00%	5,315,670	(1,747,745)	3,567,925	0.95	2028	2,795,000	1,420,373	2,795,000	(18,264)	(504,216)	(128,438)	(650,918)	2,144,082	5,712,007	107,073	1.52	151.91	(0.13)	1.45	2028	
2029	3,835,437,012	2.00%	5,194,270	(1,789,205)	3,405,065	0.89	2029	3,060,000	1,488,862	3,060,000	(22,760)	(486,346)	(124,988)	(634,094)	2,425,906	5,830,971	118,964	1.52	152.03	0.12	1.44	2029	
2030	3,912,145,752	2.00%	4,364,630	(1,650,110)	2,714,520	0.69	2030	3,845,000	1,807,493	3,845,000	(22,170)	(473,211)	(121,463)	(616,844)	3,228,156	5,942,676	111,705	1.52	151.90	(0.13)	1.42	2030	
2031	3,990,388,667	2.00%	3,190,365	(1,637,440)	1,552,925	0.39	2031	5,115,000	1,810,081	5,115,000	(21,565)	(459,756)	(122,798)	(604,119)	4,510,881	6,063,806	121,130	1.52	151.96	0.06	1.41	2031	
2032	4,070,196,440	2.00%	3,032,528	(1,657,443)	1,375,085	0.34	2032	5,395,000	2,018,114	5,395,000	(20,950)	(446,022)	(118,965)	(585,937)	4,099,063	6,184,148	120,342	1.52	151.94	(0.02)	1.39	2032	
2033	4,151,600,369	2.00%	2,986,555	(1,640,305)	1,346,250	0.32	2033	5,535,000	1,933,598	5,535,000	(20,320)	(436,969)	(115,054)	(572,343)	4,962,657	6,308,907	124,759	1.52	151.96	0.03	1.38	2033	
2034	4,234,632,376	2.00%	2,585,340	(1,636,490)	948,850	0.22	2034	5,430,000	1,619,816	5,430,000		(319,227)	(111,090)	(430,317)	4,999,683	5,948,533	(360,374)	1.40	140.47	(11.49)	1.26	2034	
2035	4,319,325,024	2.00%	1,985,300	(1,640,700)	344,600	0.08	2035	4,825,000	1,404,370	4,825,000		(28,061)	(107,048)	(135,109)	4,689,891	5,034,491	(914,042)	1.17	116.56	(23.92)	1.04	2035	
2036	4,405,711,524	2.00%	1,965,230	(1,632,630)	332,600	0.08	2036	4,165,000	1,208,199	4,165,000		(26,943)		(26,943)	4,138,057	4,470,657	(563,834)	1.01	101.47	(15.08)	0.90	2036	
2037	4,493,825,755	2.00%	1,953,280	(1,632,680)	320,600	0.07	2037	3,235,000	1,041,378	3,235,000			(30,690)		3,204,310	3,524,910	(945,747)	0.78	78.44	(23.04)	0.69	2037	
2038	4,583,702,270	2.00%	1,854,480	(1,630,880)	223,600	0.05	2038	2,735,000	902,725	2,735,000					2,735,000	2,958,600	(566,310)	0.65	64.55	(13.89)	0.56	2038	
2039	4,675,376,315	2.00%	1,032,268	(1,032,268)		0.00	2039	2,510,000	779,033	2,510,000					2,510,000	2,510,000	(448,600)	0.54	53.69	(10.86)	0.46	2039	
2040	4,768,883,842	2.00%	1,029,120	(1,029,120)		0.00	2040	2,160,000	667,701	2,160,000					2,160,000	2,160,000	(350,000)	0.45	45.29	(8.39)	0.38	2040	
2041	4,864,261,519	2.00%				0.00	2041	1,915,000	569,565	1,915,000					1,915,000	1,915,000	(245,000)	0.39	39.37	(5.92)	0.33	2041	
2042	4,961,546,749	2.00%				0.00	2042	1,660,000	482,416	1,660,000					1,660,000	1,660,000	(255,000)	0.33	33.46	(5.91)	0.28	2042	
2043	5,060,777,684	2.00%				0.00	2043	1,450,000	405,526	1,450,000					1,450,000	1,450,000	(210,000)	0.29	28.65	(4.81)	0.24	2043	
2044	5,161,993,238	2.00%				0.00	2044	1,455,000	332,784	1,455,000					1,455,000	1,455,000	5,000	0.28	28.19	(0.46)	0.23	2044	
2045	5,265,233,102	2.00%				0.00	2045	1,195,000	264,808	1,195,000					1,195,000	1,195,000	(260,000)	0.23	22.70	(5.49)	0.18	2045	
2046	5,370,537,764	2.00%				0.00	2046	995,000	206,524	995,000					995,000	995,000	(200,000)	0.19	18.53	(4.17)	0.15	2046	
2047	5,477,948,520	2.00%				0.00	2047	895,000	154,880	895,000					895,000	895,000	(100,000)	0.16	16.34	(2.19)	0.13	2047	
2048	5,587,507,490	2.00%				0.00	2048	765,000	108,761	765,000					765,000	765,000	(130,000)	0.14	13.69	(2.65)	0.11	2048	
2049	5,699,257,640	2.00%				0.00	2049	655,000	68,900	655,000					655,000	655,000	(110,000)	0.11	11.49	(2.20)	0.09	2049	
2050	5,813,242,793	2.00%				0.00	2050	445,000	37,884	445,000					445,000	445,000	(210,000)	0.08	7.65	(3.84)	0.06	2050	
2051	5,929,507,649	2.00%				0.00	2051	340,000	15,649	340,000					340,000	340,000	(105,000)	0.06	5.73	(1.92)	0.04	2051	
2052	6,048,097,802	2.00%				0.00	2052	105,000	2,993	105,000					105,000	105,000	(235,000)	0.02	1.74	(4.00)	0.01	2052	
2053	6,169,059,758	2.00%				0.00	2053	105,000	2,993	105,000					105,000	105,000		0.02	1.70	(0.03)	0.01	2053	
2054	6,292,440,953	2.00%				0.00	2054	105,000	2,993	105,000					105,000	105,000		0.02	1.67	(0.03)	0.01	2054	
2055	6,418,289,772	2.00%				0.00	2055	105,000	2,993	105,000					105,000	105,000		0.02	1.64	(0.03)	0.01	2055	
2056	6,546,655,567	2.00%				0.00	2056	105,000	2,993	105,000					105,000	105,000		0.02	1.60	(0.03)	0.01	2056	
TOTALS			74,582,052	(32,526,254)	42,055,798		TOTALS	69,160,000	23,822,670	69,160,000	(205,493)	(4,838,513)	(1,233,312)	(6,277,318)	62,882,682	104,938,480						TOTALS	

Debt Limit Chart



Debt Limit Overview

- Current capital improvement list is manageable using City's debt capacity limit
 - ✓ City's existing policy is 60%.
 - ✓ Accounting for all capital projects listed, the City only reaches 35.5%
 - ✓ Could consider adjusting the policy
- Assumes future financing of utility debt using revenue debt.

Questions??

- Contact Information
 - ✓ David Ferris, Senior Municipal Advisor
 - Email: dferris@ehlers-inc.com
 - Phone: 262-796-6194
 - ✓ Philip Cosson, Senior Municipal Advisor
 - Email: pcosson@ehlers-inc.com
 - Phone: 262-796-6161

VIII

R. C. No. 3 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
May 16, 2022.

Your Committee to whom was referred Res. No. 8-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a new Memorandum of Agreement with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection for provision of weights and measures inspection services; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 8 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
May 2, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a new Memorandum of Agreement with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection for provision of weights and measures inspection services.

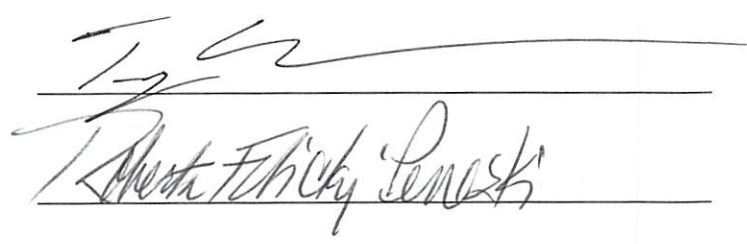
WHEREAS, the City of Sheboygan had previously entered into a contract with the Department of Agriculture, Trade and Consumer Protection for weights and measures inspection services; and

WHEREAS, the Bureau of Weights and Measures recently conducted an analysis of its inspection program and determined that a decrease in the number of inspection days in the contract is warranted.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Planning and Development is hereby authorized to enter into a new Memorandum of Agreement - Weights and Measures Inspection, a copy of which is attached hereto, for the State of Wisconsin Department of Agriculture, Trade and Consumer Protection to furnish inspection services and perform the duties of sealers of weights and measures for the City of Sheboygan annually commencing July 1, 2022.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Building Inspection Contracted Services Account No. 10123100-521900 in payment of same.

FIP



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 AGREEMENT WEIGHTS AND MEASURES INSPECTION

THIS AGREEMENT is entered into by and between the STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, hereinafter referred to as the Department, and the MUNICIPALITY OF SHEBOYGAN, hereinafter referred to as the Municipality.

Pursuant to Wis. Stat. § 98.04(2), the Department agrees to furnish the services and perform the duties required to enforce the provisions of Wis. Stat. ch. 98 in the Municipality. The Department further agrees to report to the Municipality at least annually on the extent and nature of the services performed. It is understood and agreed that the Municipality shall not be required to maintain a department of weights and measures or appoint sealers of weights and measures while this agreement is in effect.

Pursuant to Wis. Stat. §§ 66.0301 and 98.04(2), the Municipality agrees to pay to the Department fees sufficient to cover the Department's annual costs of providing such services on a fiscal year basis that starts on July 1 and continues through the following June 30, with payment to be made not later than May 1 of the fiscal year of this agreement. Payment for services performed by the Department for less than any contract period shall be prorated accordingly.

This agreement shall be self-renewing for succeeding fiscal year periods, except that the sum to be paid to the Department for services rendered shall be subject to renegotiation for each succeeding contract period based on the cost of providing services. This agreement may be terminated at the end of any fiscal year by either party giving the other party written notice at least 60 days prior to July 1 of the following fiscal year. Annual fees payable to the Department shall be in the amount of **\$7,200.00**, except as otherwise agreed upon for succeeding contract periods. Under Wis. Stat. § 98.04(2), a municipality may recover an amount not to exceed the cost of fees paid to the Department by assessing fees on the persons who receive services under the weights and measures program.

The parties have entered into this agreement effective the **1st day of July 2022**.

WISCONSIN DEPARTMENT OF
AGRICULTURE, TRADE AND CONSUMER
PROTECTION

By _____ Date _____
Signature

Administrator
Division of Trade & Consumer Protection
(608) 224-4929

MUNICIPALITY OF SHEBOYGAN

By _____ Date _____
Signature
Chad Pelishek
Dir. of Planning
and Development 920-459-3377
Title Telephone Number

This Agreement is authorized by and in
accordance with Res. No. ____-22-23.

VIII

Item 12.

R. C. No. 4 - 22 - 23. By PUBLIC WORKS COMMITTEE.
May 16, 2022.

Your Committee to whom was referred Res. No. 11-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the St. Clair Avenue - 2022 Street Improvements; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III

Res. No. 11 - 22 - 23. By Alderpersons Dekker and Perrella.
May 2, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the St. Clair Avenue - 2022 Street Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the St. Clair Avenue - 2022 Street Improvements (the "Project"); and

WHEREAS, two bids were received in response to that advertisement; and

WHEREAS, the low bid was from Buteyn-Peterson Construction Company, Inc. for \$597,526.94; and

WHEREAS, the low bid includes work to be paid for by the Sheboygan Water Utility in the amount of \$13,500; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Buteyn-Peterson Construction Company, Inc. for the construction of the Project.

Public Works

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:


Account #40033140-631200 (Street Improvements)	\$201,731.44
Account #21961100-631100 (CDBG-Improvements other than Buildings)	\$234,000.00
Account #60134110-649200 (Wastewater Fund - Sanitary)	\$148,295.50

Dean DeBka
Gordon P. P. P.

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

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	A3 - 00 52 00	
		Bid Number:	2470-22	Page: 1 of 7

**AGREEMENT
 BETWEEN OWNER AND CONTRACTOR
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner"), Sheboygan Water Utility ("Utility"), and Buteyn-Peterson Construction, Inc. ("Contractor"). Owner, Utility, and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT


- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: St. Clair Avenue – 2022 Street Improvements (N. 14th Street to N. 9th Street).
- 2.02 Owner and Utility are responsible for payment of the items as identified herein:
- A. Owner Items: Items Codes without SWU, as defined in contractor's bid
 - 1. Owner Resolution: _____
 - 2. Owner Account Number: 40033140-631200 and 21961100-631100
 - B. Utility Items: Items Codes starting with SWU, as defined in contractor's bid
 - 1. Utility Resolution Number: _____
 - 2. Utility Account Number: _____

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before November 1, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1: Complete and ready for final payment on or before August 23, 2022.

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- a. All work included in Alternate 1 or Alternate 2, if selected,
- b. Sanitary manhole lining between N. 13th Street and N. 14th Street.
- c. Sanitary Relay between N. 13th Street and N. 14th Street.

4.04 *Liquidated Damages*

- A. Contractor and Owner, and Utility recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner and Utility will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner and Utility if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner and Utility (1) for any fines or penalties imposed on Owner or Utility as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner or Utility for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner and Utility for the actual costs reasonably incurred by Owner and Utility for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment

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(as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner and Utility shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.


ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer and Utility as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner and Utility shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner and Utility may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner, Utility and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner, Utility and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner and Utility shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner or Utility pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

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6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner and Utility shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.


6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 - 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 - 5. Federal Labor Provisions (HUD 4010), Wage Determinations, Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference)
 - 6. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 3/22/2022,
 - b. Number 2 dated 3/23/2022,
 - c. Number 3 dated 3/28/2022,
 - d. Number 4 dated 3/31/2022.
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 2
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.


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- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner and Utility to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

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discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.


8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner or Utility, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner and Utility stipulate that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

By:

(signature)

Name,

Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ____-21-22.

Address for giving notices:

City of Sheboygan – Engineering Division
 2026 New Jersey Avenue
 Sheboygan, WI 53081

Approved as to form and Execution:

By:

(signature)

Name, Charles C. Adams, City Attorney

Title:

Date: _____

CONTRACTOR:

Buteyn-Peterson Construction, Inc.

By:

(signature)

Name,

Title:

(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

Sheboygan Water Utility

By:


(signature)

Name,

Title:


(printed)

Date: _____

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**St. Clair Avenue – 2022 Street Improvements
North 14th Street to North 9th Street**

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00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	1
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	3
00 41 44.1	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit – Subcontractor	1
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	3
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Alternates	1
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	1
01 78 19	Project Record Requirements	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3

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SECTION	TITLE	Pages
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 01	Bituminous Resurfacing	8
33 00 00	UTILITIES	
33 01 31	Manhole Lining	1
33 01 32	Sewer Lining	5
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catch Basins and Inlets	5
	APPENDIX	
	Sheboygan Water Utility – Water Service Pavement Repair Locations	1

2470-22 St. Clair Avenue ? 2022 Street Improvements (#8150142)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/31/2022 02:00 PM CDT

Buteyn-Peterson Construction
Company

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
Public Works							
	1	Base Bid	Mobilization	LS	1	\$30,000.00	\$30,000.00
	2	Base Bid	Traffic Control	LS	1	\$5,600.00	\$5,600.00
	3	Base Bid	Construction Staking	LS	1	\$2,785.56	\$2,785.56
	4	Base Bid	Clearing and Grubbing	Sta	1	\$3,000.00	\$3,000.00
	5	Base Bid	Removing Curb and Gutter	LF	50	\$10.00	\$500.00
	6	Base Bid	Removing Concrete Sidewalk	SY	450	\$20.00	\$9,000.00
	7	Base Bid	Removing Pavement	SY	300	\$8.00	\$2,400.00
	8	Base Bid	Milling Pavement 3-Inch	SY	5850	\$2.95	\$17,257.50
	9	Base Bid	Butt Joints	SY	200	\$6.70	\$1,340.00
	10	Base Bid	Removing Inlets	Each	4	\$250.00	\$1,000.00
	11	Base Bid	Abandoning Inlet Leads	LF	147	\$10.00	\$1,470.00
	12	Base Bid	Reconstruct Manhole ST-19-028	Each	1	\$1,125.00	\$1,125.00
	13	Base Bid	Adjust Manhole Casting Storm	Each	1	\$400.00	\$400.00
	14	Base Bid	Adjust Manhole Casting Sanitary	Each	1	\$400.00	\$400.00
	15	Base Bid	Reconstruct Manhole Sanitary	Each	6	\$1,325.00	\$7,950.00
	16	Base Bid	Sanitary Manhole Frame and Grate	Each	7	\$455.00	\$3,185.00
	17	Base Bid	Adjust Inlet	Each	4	\$475.00	\$1,900.00
	18	Base Bid	Inlets Type N1	Each	4	\$2,000.00	\$8,000.00
	19	Base Bid	Inlet Castings	Each	8	\$675.00	\$5,400.00
	20	Base Bid	Manhole 4-ft Diameter	Each	1	\$2,350.00	\$2,350.00
	21	Base Bid	Storm Manhole Frame and Grate	Each	3	\$455.00	\$1,365.00
	22	Base Bid	HMA Pavement 4 LT 58-28 S	Tons	975	\$81.60	\$79,560.00
	23	Base Bid	Tack Coat (0.06 gal per sy)	Gal	700	\$3.60	\$2,520.00
	24	Base Bid	Concrete Sidewalk 4-Inch	SF	3100	\$6.10	\$18,910.00
	25	Base Bid	Concrete Driveway 6-Inch	SY	20	\$57.50	\$1,150.00
	26	Base Bid	Base Aggregate Dense 1 1/4-Inch	Tons	25	\$25.00	\$625.00
	27	Base Bid	Concrete Base 7-Inch	SY	220	\$50.00	\$11,000.00
	28	Base Bid	Detectable Warning Fields	SF	240	\$32.00	\$7,680.00
	29	Base Bid	Concrete Curb and Gutter 30-Inch Exposed Pan	LF	20	\$48.00	\$960.00
	30	Base Bid	Concrete Curb and Gutter 24-inch Overlaid Pan	LF	50	\$40.00	\$2,000.00
	31	Base Bid	Concrete Curb and Gutter 24-inch Exposed Pan	LF	380	\$45.00	\$17,100.00
	32	Base Bid	Pedestrian Curb	LF	150	\$38.00	\$5,700.00
	33	Base Bid	12-Inch PVC Storm Sewer	LF	189	\$90.00	\$17,010.00
	34	Base Bid	Relay Sanitary Sewer 10-Inch PVC (12' Depth)	Each	1	\$8,150.00	\$8,150.00
	35	Base Bid	Relay Sanitary Sewer 24" PVC (7' Depth)	Each	1	\$0.01	\$0.01
	36	Base Bid	Storm Sewer Lining 10-Inch	LF	430	\$43.50	\$18,705.00
	37	Base Bid	Sanitary Sewer Lining 10-Inch	LF	2693	\$43.50	\$117,145.50
	38	Base Bid	Sanitary Manhole Lining	VF	21	\$225.00	\$4,725.00
	39	Base Bid	Grout Cracked Wye	Each	1	\$3,500.00	\$3,500.00
	40	Base Bid	Repair Broken Lateral	Each	1	\$5,500.00	\$5,500.00
	41	Base Bid	Inlet Protection	Each	13	\$60.00	\$780.00
	42	Base Bid	Rock Bags	Each	40	\$0.01	\$0.40
	43	Base Bid	Topsoil	SY	120	\$12.00	\$1,440.00
	44	Base Bid	Hydro-Seed	SY	120	\$1.00	\$120.00
	45	Base Bid	Sawing Concrete	LF	950	\$2.25	\$2,137.50
	46	Base Bid	Relay Storm Sewer 24" RCP	LS	1	\$6,500.00	\$6,500.00
	47	Base Bid	Allowance - Televising Video Conversion	LS	1	\$10,000.00	\$10,000.00
Base Bid Total							\$449,346.47

SWU

	48	SWU - Base Bid	Concrete Base 7-Inch at water service replacements	SY	270	\$50.00	\$13,500.00
Alt 1							
	49	Alt 1	Construction Staking	LS	1	\$1,232.52	\$1,232.52
	50	Alt 1	Traffic Control	LS	1	\$2,400.00	\$2,400.00
	51	Alt 1	Removing Curb and Gutter	LF	20	\$10.00	\$200.00
	52	Alt 1	Removing Concrete Sidewalk	SY	115	\$20.00	\$2,300.00
	53	Alt 1	Removing Pavement	SY	315	\$8.00	\$2,520.00
	54	Alt 1	Milling Pavement 3-Inch	SY	2050	\$2.95	\$6,047.50
	55	Alt 1	Butt Joints	SY	150	\$6.70	\$1,005.00

56 Alt 1	Removing Inlets	Each	4	\$250.00	\$1,000.00
57 Alt 1	Removing Manholes	Each	1	\$350.00	\$350.00
58 Alt 1	Adjust Manhole Casting Storm	Each	2	\$400.00	\$800.00
59 Alt 1	Reconstruct Sanitary Manhole SA-19-031	Each	1	\$1,325.00	\$1,325.00
60 Alt 1	Sanitary Manhole Frame and Grate	Each	1	\$455.00	\$455.00
61 Alt 1	Inlets Type N1	Each	4	\$2,000.00	\$8,000.00
62 Alt 1	Inlet Castings	Each	4	\$675.00	\$2,700.00
63 Alt 1	Manhole 4-ft Diameter	Each	1	\$4,700.00	\$4,700.00
64 Alt 1	Storm Manhole Frame and Grate	Each	3	\$455.00	\$1,365.00
65 Alt 1	HMA Pavement 4 LT 58-28 S	Tons	340	\$81.60	\$27,744.00
66 Alt 1	Tack Coat (0.06 gal per sy)	Gal	250	\$3.60	\$900.00
67 Alt 1	Concrete Sidewalk 4-Inch	SF	1000	\$6.10	\$6,100.00
68 Alt 1	Concrete Driveway 6-Inch	SY	30	\$57.50	\$1,725.00
69 Alt 1	Base Aggregate Dense 1 1/4-Inch	Tons	30	\$25.00	\$750.00
70 Alt 1	Concrete Base 7-Inch	SY	230	\$50.00	\$11,500.00
71 Alt 1	Detectable Warning Fields	SF	24	\$30.00	\$720.00
72 Alt 1	Concrete Curb and Gutter 30-Inch Exposed Pan	LF	50	\$48.00	\$2,400.00
73 Alt 1	Concrete Curb and Gutter 24-inch Overlaid Pan	LF	20	\$40.00	\$800.00
74 Alt 1	Concrete Curb and Gutter 24-inch Exposed Pan	LF	210	\$45.00	\$9,450.00
75 Alt 1	12-Inch PVC Storm Sewer	LF	248	\$95.00	\$23,560.00
76 Alt 1	Pavement Marking 4-Inch	LF	700	\$0.85	\$595.00
77 Alt 1	Pavement Marking Crosswalk 6-Inch	LF	370	\$7.50	\$2,775.00
78 Alt 1	Block Style Crosswalk 24-Inch	LF	324	\$15.25	\$4,941.00
79 Alt 1	Handicap Parking Symbol	Each	1	\$125.00	\$125.00
80 Alt 1	Pavement Marking 12-Inch Diagonal	LF	32	\$10.60	\$339.20
81 Alt 1	Pavement Marking Parking Stall	LF	240	\$5.75	\$1,380.00
82 Alt 1	Removing Signs and Supports	Each	1	\$75.00	\$75.00
83 Alt 1	Remove and Replace Ex. Sign and Post	Each	2	\$300.00	\$600.00
84 Alt 1	Inlet Protection	Each	6	\$60.00	\$360.00
85 Alt 1	Topsoil	SY	20	\$12.00	\$240.00
86 Alt 1	Hydro-Seed	SY	20	\$1.00	\$20.00
87 Alt 1	Sawing Concrete	LF	525	\$2.25	\$1,181.25
Alt 1 Total					\$134,680.47

Total COS	\$584,026.94
Total SWU	\$13,500.00

R. C. No. 5 - 22 - 23. By PUBLIC WORKS COMMITTEE.
May 16, 2022.

Your Committee to whom was referred Res. No. 12-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the North Avenue - 2022 Street Improvements; recommends adopting the Resolution.

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III
Res. No. 12 - 22 - 23. By Alderpersons Dekker and Perrella.
May 2, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the North Avenue - 2022 Street Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the North Avenue - 2022 Street Improvements (the "Project"); and

WHEREAS, three bids were received in response to that advertisement; and

WHEREAS, the low bid was from LaLonde Contractors, Inc. for \$1,309,283.23; and

WHEREAS, the City Engineer has reviewed the bid and determined that the low bid met all of the specifications; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with LaLonde Contractors, Inc. for the construction of the Project.

Public Works

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:


Account #40033140-631200 (Street Improvements)	\$761,112.73
Account #48033140-631200 (Street Improvements)	\$455,000.00
Account #60134110-649200 (Wastewater Fund - Sanitary)	\$ 93,170.50

Dean Decker
Grant P. Peltz

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

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	2467-22	Page: 1 of 7

AGREEMENT
 BETWEEN OWNER AND CONTRACTOR
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and LaLonde Contractors, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT


- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: North Avenue, Taylor Drive to Calumet Drive.
- 2.02 City of Sheboygan Resolution: //Resolution Number//
- 2.03 City of Sheboygan Account Number: 40033140-631200, 48033140-631200, and 60134110-649200

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before November 1, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1: All Work, exclusive of Alternate 4 and sanitary sewer lining items, between Station 43+33.25 and Station 48+90.00 complete and ready for final payment on or before September 1, 2022.
 2. Milestone 2: Alternate 4 (If accepted): Complete and ready for final payment on or before September 1, 2022.


PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	2467-22	Page: 2 of 7

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

PROJECT MANUAL				
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ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.


ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
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		Bid Number:	2467-22	Page: 4 of 7

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.


6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*


- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 - 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 - 5. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 3/22/2022,
 - b. Number 2 dated 3/23/2022.
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 3.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

PROJECT MANUAL				
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ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

PROJECT MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement
		Section:	00 52 00
		Bid Number:	2467-22

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
City of Sheboygan

CONTRACTOR:
LaLonde Contractors, Inc.

By: _____
(signature)
Name, _____
Title: Ryan Sorenson, Mayor

By: _____
(signature)
Name, _____
Title: _____
(printed)

Date: _____

Date: _____

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By: _____
(signature)
Name, _____
Title: Meredith DeBruin, City Clerk

Address for giving notices:


Date: _____

Signatures authorized pursuant to Res. ____-21-22.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081


Approved as to form and Execution:

By: _____
(signature)
Name, Charles C. Adams, City Attorney
Title: _____
Date: _____

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents	
		Section:	00 01 10	
		Bid Number:	2467-22	Page: 1 of 2

**North Avenue – 2022 Street Improvements
Taylor Drive to Calumet Drive**

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	1
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	3
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit - Subcontractor	1
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	3
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Alternates	1
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	1
01 78 19	Project Record Requirements	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3

PROJECT MANUAL				
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		Section:	00 01 10	
		Bid Number:	2467-22	Page: 2 of 2

SECTION	TITLE	Pages
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 01	Bituminous Resurfacing	8
33 00 00	UTILITIES	
33 01 31	Manhole Lining	1
33 01 32	Sewer Lining	5
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catch Basins and Inlets	5

CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

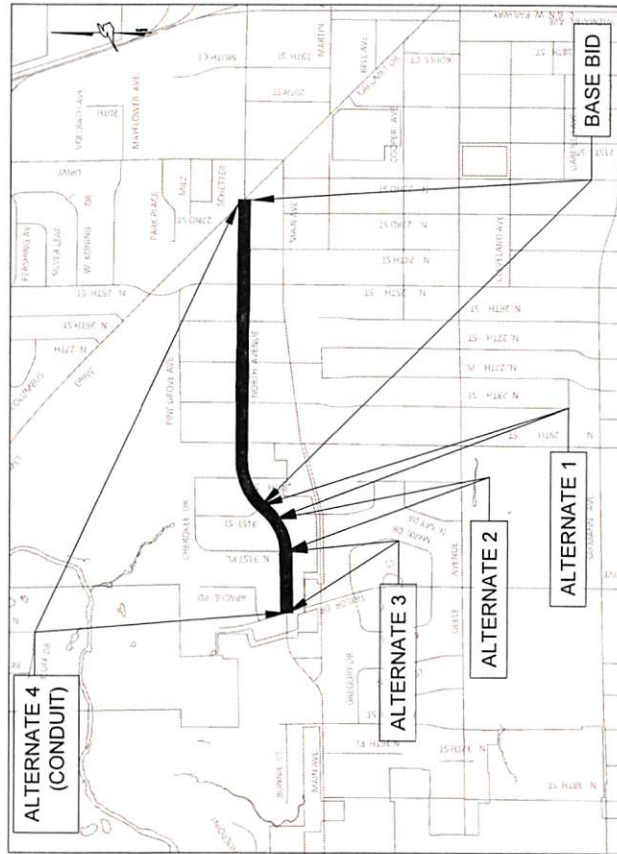
BID NUMBER: 2467-22



NORTH AVE - 2022 STREET IMPROVEMENTS TAYLOR DR - CALUMET DR

MARCH 2022

PROJECT LOCATION MAP



NOT TO SCALE

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 OP	OVERALL PLAN
4	030 SC	SURVEY CONTROL
5-6	0400 1-2	TYPICAL SECTIONS
7-16	0400 3-12	CONSTRUCTION DETAILS
17-24	050 RD 1-8	REMOVAL DETAILS
25	110 EC 1	EROSION CONTROL NOTES
26-33	200 SS 1-8	STORM AND SANITARY SEWER (INCLUDES EROSION CONTROL)
34-41	305 SM 1-8	SIGNING AND MARKING
42	310 TC	TRAFFIC CONTROL
43-50	400 PP 1-8	PLAN SHEETS
51-67	600 PD 1-17	PAVING DETAILS (MILL AND OVERLAY - TAYLOR DR TO N 25TH ST)
68-69	601 PD 1-2	PAVING DETAILS (PAVEMENT REPLACEMENT N 25TH ST - CALUMET DR)
70-74	700 MQ 1-5	MISCELLANEOUS QUANTITIES
75-76	800 CP 1-2	CONDUIT PLAN

NORTH AVE - 2022 STREET IMPROVEMENTS
TAYLOR DR - CALUMET DR

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
2025 New Jersey Avenue
Sheboygan, WI 53081

Ryan Bazarna, PE - City Engineer

Designed By TJM

Drawn By TJM

Checked By KJL

Plot Date 3/7/2022

Plot No. 2467-22

Project Date MARCH 2022

Sheet No. 1

Drawing No. 000CV

Item 13.

2467-22 North Avenue ? 2022 Street Improvements (#8150138)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/24/2022 02:00 PM CDT

						LaLonde Contractors, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Public Works							
	1 Base Bid		Mobilization	LS	1	\$40,056.72	\$40,056.72
	2 Base Bid		Traffic Control	LS	1	\$18,950.00	\$18,950.00
	3 Base Bid		PCMS Signing	Days	7	\$100.00	\$700.00
	4 Base Bid		Detour Signing	LS	1	\$2,125.00	\$2,125.00
	5 Base Bid		Construction Staking	LS	1	\$10,940.00	\$10,940.00
	6 Base Bid		Clearing and Grubbing	Each	1	\$1,280.00	\$1,280.00
	7 Base Bid		Excavation Below Subgrade	CY	80	\$45.90	\$3,672.00
	8 Base Bid		Removing Curb and Gutter	LF	275	\$5.79	\$1,592.25
	9 Base Bid		Removing Concrete Sidewalk	SY	853	\$7.73	\$6,593.69
	10 Base Bid		Removing Pavement	SY	3830	\$7.31	\$27,997.30
	11 Base Bid		Milling Pavement 2-Inch	SY	13055	\$2.60	\$33,943.00
	12 Base Bid		Butt Joints	SY	220	\$6.70	\$1,474.00
	13 Base Bid		Removing Inlets	Each	10	\$505.00	\$5,050.00
	14 Base Bid		Abandoning 8-Inch Storm Sewer	LF	144	\$15.15	\$2,181.60
	15 Base Bid		Adjust Manhole Casting Storm	Each	6	\$444.00	\$2,664.00
	16 Base Bid		Reconstruct Manhole ST-37-049	Each	1	\$2,525.00	\$2,525.00
	17 Base Bid		Reconstruct Manhole Storm	Each	2	\$2,525.00	\$5,050.00
	18 Base Bid		Adjust Manhole Casting Sanitary	Each	8	\$444.00	\$3,552.00
	19 Base Bid		Reconstruct Manhole Sanitary	Each	8	\$2,525.00	\$20,200.00
	20 Base Bid		Reconstruct Inlet	Each	1	\$2,222.00	\$2,222.00
	21 Base Bid		Adjust Inlet	Each	10	\$469.50	\$4,695.00
	22 Base Bid		HMA Pavement 4 LT 58-28 S	Tons	2200	\$77.90	\$171,380.00
	23 Base Bid		Tack Coat (0.06 gal per sy)	Gal	1605	\$3.60	\$5,778.00
	24 Base Bid		Concrete Sidewalk 4-Inch	SF	7268	\$6.55	\$47,605.40
	25 Base Bid		Concrete Driveway 6-Inch	SY	44	\$85.18	\$3,747.92
	26 Base Bid		Base Aggregate Dense 1 1/4-Inch	Tons	160	\$31.40	\$5,024.00
	27 Base Bid		Concrete Base 7-Inch	SY	1075	\$48.02	\$51,621.50
	28 Base Bid		Concrete Pavement 7-Inch	SY	2305	\$52.22	\$120,367.10
	29 Base Bid		Detectable Warning Fields	SF	548	\$35.78	\$19,607.44
	30 Base Bid		Concrete Curb and Gutter 30-Inch Exposed Pan	LF	50	\$39.65	\$1,982.50
	31 Base Bid		Concrete Curb and Gutter 24-inch Overlaid Pan	LF	291	\$32.42	\$9,434.22
	32 Base Bid		Concrete Curb and Gutter 24-inch Exposed Pan	LF	1775	\$26.37	\$46,806.75
	33 Base Bid		Pedestrian Curb	LF	370	\$35.79	\$13,242.30
	34 Base Bid		Field Verification, Inlet 5	Each	1	\$2,000.00	\$2,000.00
	35 Base Bid		Inlets Type N1	Each	11	\$2,458.50	\$27,043.50
	36 Base Bid		Inlet Castings	Each	22	\$702.00	\$15,444.00
	37 Base Bid		12-Inch PVC Storm Sewer	LF	529	\$95.00	\$50,255.00
	38 Base Bid		Storm Sewer Lining 8-Inch	LF	54	\$35.00	\$1,890.00
	39 Base Bid		Storm Sewer Lining 10-Inch	LF	367	\$39.00	\$14,313.00
	40 Base Bid		Storm Sewer Lining 15-Inch	LF	162	\$140.00	\$22,680.00
	41 Base Bid		Storm Sewer Lining 30-Inch	LF	334	\$160.00	\$53,440.00
	42 Base Bid		Sanitary Sewer Lining 8-inch	LF	2043	\$35.00	\$71,505.00
	43 Base Bid		Sanitary Sewer Lining 10-Inch	LF	350	\$39.00	\$13,650.00
	44 Base Bid		Relay Sanitary Sewer 8-Inch	LF	23	\$348.50	\$8,015.50
	45 Base Bid		Pavement Marking 4-Inch	LF	4865	\$0.85	\$4,135.25
	46 Base Bid		Pavement Marking 4-Inch Skips	LF	40	\$0.85	\$34.00
	47 Base Bid		Pavement Marking Crosswalk 6-Inch	LF	420	\$7.50	\$3,150.00
	48 Base Bid		Pavement Marking Bike Symbols	Each	15	\$235.00	\$3,525.00
	49 Base Bid		Pavement Marking Bike Land Arrows	Each	15	\$210.00	\$3,150.00
	50 Base Bid		Pavement Marking Arrows	Each	3	\$285.00	\$855.00
	51 Base Bid		Pavement Marking Words	Each	1	\$315.00	\$315.00
	52 Base Bid		Pavement Marking Sharrow Symbol	Each	2	\$320.00	\$640.00
	53 Base Bid		Pavement Marking 8-Inch Channelizing	LF	180	\$1.60	\$288.00
	54 Base Bid		Pavement Markig 8-Inch Skips	LF	18	\$1.60	\$28.80
	55 Base Bid		Pavement Marking 12-Inch Diagonal	LF	40	\$10.75	\$430.00
	56 Base Bid		Inlet Protection	Each	40	\$60.00	\$2,400.00
	57 Base Bid		Rock Bags	Each	100	\$16.10	\$1,610.00
	58 Base Bid		Topsoil	SY	650	\$8.27	\$5,375.50
	59 Base Bid		Hydro-Seed	SY	650	\$0.60	\$390.00

2467-22 North Avenue ? 2022 Street Improvements (#8150138)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/24/2022 02:00 PM CDT

						LaLonde Contractors, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	60	Base Bid	Sawing Concrete	LF	4210	\$1.80	\$7,578.00
	61	Base Bid	Allowance - Televising Video Conversion	LS	1	\$10,000.00	\$10,000.00
Base Bid Total							\$1,018,201.24
Alt 1							
	62	Alt 1	Construction Staking	LS	1	\$840.00	\$840.00
	63	Alt 1	Removing Curb and Gutter	LF	12	\$24.13	\$289.56
	64	Alt 1	Removing Concrete Sidewalk	SY	38	\$11.22	\$426.36
	65	Alt 1	Removing Pavement	SY	53	\$21.17	\$1,122.01
	66	Alt 1	Milling Pavement 2-Inch	SY	1175	\$2.60	\$3,055.00
	67	Alt 1	Butt Joints	SY	15	\$6.70	\$100.50
	68	Alt 1	Reconstruct Manhole Storm	Each	1	\$2,525.00	\$2,525.00
	69	Alt 1	Adjust Manhole Casting Storm	Each	1	\$629.50	\$629.50
	70	Alt 1	Adjust Manhole Casting Sanitary	Each	1	\$655.00	\$655.00
	71	Alt 1	HMA Pavement 4 LT 58-28 S	Tons	194	\$77.90	\$15,112.60
	72	Alt 1	Tack Coat (0.06 gal per sy)	Gal	141	\$3.60	\$507.60
	73	Alt 1	Concrete Sidewalk 4-Inch	SF	357	\$8.87	\$3,166.59
	74	Alt 1	Concrete Base 7-Inch	SY	33	\$48.40	\$1,597.20
	75	Alt 1	Detectable Warning Fields	SF	42	\$35.78	\$1,502.76
	76	Alt 1	Concrete Curb and Gutter 24-inch Overlaid Pan	LF	18	\$32.42	\$583.56
	77	Alt 1	Concrete Curb and Gutter 24-inch Exposed Pan	LF	67	\$33.11	\$2,218.37
	78	Alt 1	Storm Sewer Lining 10-Inch	LF	50	\$110.00	\$5,500.00
	79	Alt 1	Storm Sewer Lining 15-Inch	LF	96	\$110.00	\$10,560.00
	80	Alt 1	Pavement Marking 4-Inch	LF	535	\$0.85	\$454.75
	81	Alt 1	Pavement Marking Bike Symbols	Each	2	\$235.00	\$470.00
	82	Alt 1	Pavement Marking Bike Land Arrows	Each	2	\$210.00	\$420.00
	83	Alt 1	Topsoil	SY	24	\$18.00	\$432.00
	84	Alt 1	Hydro-Seed	SY	24	\$15.00	\$360.00
	85	Alt 1	Sawing Concrete	LF	189	\$1.80	\$340.20
Alt 1 Total							\$52,868.56
Alt 2							
	86	Alt 2	Construction Staking	LS	1	\$1,430.00	\$1,430.00
	87	Alt 2	Removing Concrete Sidewalk	SY	50	\$9.74	\$487.00
	88	Alt 2	Removing Pavement	SY	280	\$17.95	\$5,026.00
	89	Alt 2	Milling Pavement 2-Inch	SY	2775	\$2.60	\$7,215.00
	90	Alt 2	Butt Joints	SY	15	\$6.70	\$100.50
	91	Alt 2	Removing Inlets	Each	3	\$505.00	\$1,515.00
	92	Alt 2	Adjust Manhole Casting Storm	Each	1	\$629.50	\$629.50
	93	Alt 2	Adjust Manhole Casting Sanitary	Each	2	\$655.00	\$1,310.00
	94	Alt 2	Abandoning 10-Inch Storm Sewer	LF	84	\$15.15	\$1,272.60
	95	Alt 2	HMA Pavement 4 LT 58-28 S	Tons	303	\$77.90	\$23,603.70
	96	Alt 2	Tack Coat (0.06 gal per sy)	Gal	202	\$3.60	\$727.20
	97	Alt 2	Concrete Sidewalk 4-Inch	SF	309	\$8.87	\$2,740.83
	98	Alt 2	Concrete Base 7-Inch	SY	238	\$48.57	\$11,559.66
	99	Alt 2	Detectable Warning Fields	SF	20	\$35.78	\$715.60
	100	Alt 2	Concrete Curb and Gutter 24-Inch Exposed Pan	LF	72	\$32.42	\$2,334.24
	101	Alt 2	Concrete Curb and Gutter 24-inch Overlaid Pan	LF	96	\$33.11	\$3,178.56
	102	Alt 2	Pedestrian Curb	LF	25	\$35.79	\$894.75
	103	Alt 2	Inlets Type N1	Each	3	\$2,424.00	\$7,272.00
	104	Alt 2	Inlet Castings	Each	3	\$701.95	\$2,105.85
	105	Alt 2	12-Inch PVC Storm Sewer	LF	161	\$97.00	\$15,617.00
	106	Alt 2	Pavement Marking 4-Inch	LF	505	\$0.85	\$429.25
	107	Alt 2	Pavement Marking 4-Inch Skips	LF	4	\$0.85	\$3.40
	108	Alt 2	Pavement Marking Bike Symbols	Each	2	\$235.00	\$470.00
	109	Alt 2	Pavement Marking Bike Land Arrows	Each	2	\$210.00	\$420.00
	110	Alt 2	Topsoil	SY	24	\$15.00	\$360.00
	111	Alt 2	Hydro-Seed	SY	24	\$15.00	\$360.00
	112	Alt 2	Sawing Concrete	LF	731	\$1.80	\$1,315.80
Alt 2 Total							\$93,093.44

2467-22 North Avenue ? 2022 Street Improvements (#8150138)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/24/2022 02:00 PM CDT

						LaLonde Contractors, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Alt 3							
	113 Alt 3		Construction Staking	LS	1	\$1,020.00	\$1,020.00
	114 Alt 3		Removing Curb and Gutter	LF	12	\$24.13	\$289.56
	115 Alt 3		Removing Concrete Sidewalk	SY	41	\$10.77	\$441.57
	116 Alt 3		Removing Pavement	SY	241	\$17.63	\$4,248.83
	117 Alt 3		Milling Pavement 2-Inch	SY	2775	\$2.60	\$7,215.00
	118 Alt 3		Butt Joints	SY	50	\$6.70	\$335.00
	119 Alt 3		Removing Inlets	Each	1	\$505.00	\$505.00
	120 Alt 3		Adjust Sanitary Casting Sanitary	Each	1	\$659.00	\$659.00
	121 Alt 3		HMA Pavement 4 LT 58-28 S	Tons	458	\$77.90	\$35,678.20
	122 Alt 3		Tack Coat (0.06 gal per sy)	Gal	333	\$3.60	\$1,198.80
	123 Alt 3		Concrete Sidewalk 4-Inch	SF	400	\$8.66	\$3,464.00
	124 Alt 3		Concrete Base 7-Inch	SY	194	\$48.02	\$9,315.88
	125 Alt 3		Detectable Warning Fields	SF	42	\$35.78	\$1,502.76
	126 Alt 3		Concrete Curb and Gutter 24-inch Overlaid Pan	LF	145	\$32.42	\$4,700.90
	127 Alt 3		Concrete Curb and Gutter 24-inch Exposed Pan	LF	69	\$33.11	\$2,284.59
	128 Alt 3		Inlets Type N1	Each	1	\$2,525.00	\$2,525.00
	129 Alt 3		Inlet Castings	Each	1	\$701.95	\$701.95
	130 Alt 3		Storm Sewer Lining 10-Inch	LF	60	\$110.00	\$6,600.00
	131 Alt 3		Pavement Marking 4-Inch	LF	955	\$0.85	\$811.75
	132 Alt 3		Pavement Marking 4-Inch Skips	LF	4	\$0.85	\$3.40
	133 Alt 3		Pavement Marking Bike Symbols	Each	2	\$235.00	\$470.00
	134 Alt 3		Pavement Marking Bike Land Arrows	Each	2	\$210.00	\$420.00
	135 Alt 3		Topsoil	SY	36	\$15.00	\$540.00
	136 Alt 3		Hydro-Seed	SY	36	\$15.00	\$540.00
	137 Alt 3		Sawing Concrete	LF	1059	\$1.80	\$1,906.20
Alt 3 Total							\$87,377.39
Alt 4							
	138 Alt 4		Conduit 2-Inch	LF	4333	\$8.20	\$35,530.60
	139 Alt 4		Conduit Trenching to Pole/Pull Box Locations	LF	24	\$375.00	\$9,000.00
	140 Alt 4		Sonotube 2' Diameter	Each	24	\$480.00	\$11,520.00
	141 Alt 4		Install City Provided Pull Box	Each	3	\$564.00	\$1,692.00
Alt 4 Total							\$57,742.60

Base Bid + Alt 1 + Alt 2 + Alt 3 + Alt 4 **\$1,309,283.23**

R. C. No. 6 - 22 - 23. By PUBLIC WORKS COMMITTEE.
May 16, 2022.

Your Committee to whom was referred Res. No. 4-22-23 by Alderpersons Dekker and Perrella authorizing executing an easement for a mini-storm sewer at 2314 W. Koning Drive; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III

Res. No. 4 - 22 - 23. By Alderpersons Dekker and Perrella.
May 2, 2022.

A RESOLUTION authorizing executing an easement for a mini-storm sewer at 2314 W. Koning Drive.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Kristine A. Cinealis, David J. Cinealis, Scott C. Cinealis, and Tracy J. Cinealis, 2314 W. Koning Drive, Sheboygan, WI

PW

Dean Dekker

Garrett Perrella

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

EASEMENT

THIS INDENTURE, made this ____ day of _____, 2022, by Kristine A. Cinealis and David J. Cinealis, each an undivided one-third (1/3) interest and Scott C. Cinealis and Tracy J. Cinealis, husband and wife, as survivorship marital property, an undivided one-third (1/3) interest, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan WI 53081-4442

59281-650450 Tax
Parcel No.

WITNESSETH:

KNOW ALL PERSONS BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the East 8 feet of the following described property:

The East 26.00 feet of Lot 13 and the west 49.00 feet of Lot 12, Block 2, Plat of Koning Estates, , CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN.

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

Sheet 1 of 5

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 11 day of April, 2022.

[Signature]

Kristine A. Cinealis
(Sign in the presence of a Notary Public)

(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

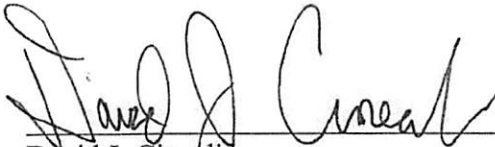
Personally came before me, this 11th day of April, 2022, Kristine A. Cinealis to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.




[Signature]
Notary Public-Sheboygan County
My commission expires Jan 31, 2026

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this

12 day of April, 2022.

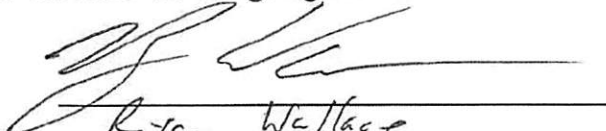

David J. Cinealis
(Sign in the presence of a Notary Public)


(Sign in the presence of a Notary Public)

Georgia
STATE OF ~~WISCONSIN~~
SHEBOYGAN COUNTY) §
DeKalb) RLW

Personally came before me, this 12 day of April, 2022, David J. Cinealis to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.




Ryan Wallace
Notary Public-Sheboygan County → DeKalb County
My commission expires 6-5-2025 RLW

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on the
19 day of April, 2022.



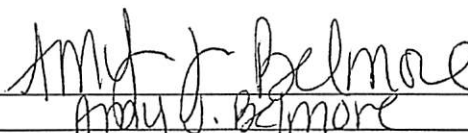
Scott C. Cinealis
 (Sign in the presence of a Notary Public)



Tracy J. Cinealis
 (Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
 SHEBOYGAN COUNTY)

Personally came before me, this 19th day of April, 2022, Scott C. Cinealis and Tracy J. Cinealis to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Amy J. Belmore
 Notary Public-Sheboygan County

My commission expires 6/2/2024

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2022, Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

VIII

R. C. No. 7 - 22 - 23. By PUBLIC WORKS COMMITTEE.
May 16, 2022.

Your Committee to whom was referred Res. No. 5-22-23 by Alderpersons Dekker and Perrella authorizing executing an easement for a mini-storm sewer at 2904 South 21st Street; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

2.1

Item 15.

Res. No. 5 - 22 - 23. By Alderpersons Dekker and Perrella.
May 2, 2022.

A RESOLUTION authorizing executing an easement for a mini-storm sewer at 2904 South 21st Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Walter L. and Susan M. Markgraf, 2904 South 21st Street, Sheboygan, WI

Dean Dekker

Grady Perrella

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

EASEMENT

THIS INDENTURE, made this ____ day of _____, 202~~2~~, by Walter L. Markgraf and Susan M. Markgraf, husband and wife, residing at 2904 South 21st.Street, Sheboygan, Wisconsin 53081, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081

59281-
409860
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the west Eight (8) feet of the following described property:

The North Seventy-one and 19/100 ((71.19) feet of Lot Six (6), Block Twenty-eight (28) in Braun and Dorst Subdivision Number Four (4) CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 29~~th~~ day of October, 2021.

Walter L. Markgraf
 Walter L. Markgraf
 (Sign in the presence of a Notary Public)

Susan M. Markgraf
 Susan M. Markgraf
 (Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
 SHEBOYGAN COUNTY)

Personally came before me, this 29th day of October, 2021, Walter L. Markgraf and Susan M. Markgraf, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Dawn Grohskopf
 Dawn Grohskopf
 Notary Public-Sheboygan County
 My commission expires 7/23/23

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
 Ryan Sorenson
 Mayor

ATTEST: _____
 Meredith DeBruin
 City Clerk

STATE OF WISCONSIN)
) §
 SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2022, Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

 Notary Public-Sheboygan County
 My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
 Wisconsin State Bar No. 01021454

VIII

Item 16.

R. C. No. 8 - 22 - 23. By PUBLIC WORKS COMMITTEE.
May 16, 2022.

Your Committee to whom was referred Res. No. 6-22-23 by Alderpersons Dekker and Perrella authorizing executing an easement for a mini-storm sewer at 2106 Wilson Avenue; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 6 - 22 - 23. By Alderpersons Dekker and Perrella.
May 2, 2022.

A RESOLUTION authorizing executing an easement for a mini-storm sewer at 2106 Wilson Avenue.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Pw Bradley R. and Heidi L. Voss, 2106 Wilson Avenue, Sheboygan, WI

Dean Dekker
Garrow Perrella

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

EASEMENT

THIS INDENTURE, made this ____ day of _____, 2022, by Bradley R. Voss and Heidi L. Voss, husband and wife, as survivorship marital property, residing at 2106 Wilson Avenue, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081

59281-
409870
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the west Eight (8) feet of the following described property:

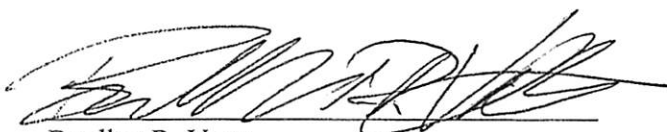
All of Lot Seven (7) and the South ten (10) feet of Lot Six (6) in Block twenty-eight (28) in Braun and Dorst Subdivision Number Four (4) CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 8 day of April, 2022.



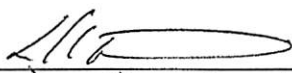
Bradley R. Voss
(Sign in the presence of a Notary Public)



Heidi L. Voss
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 8 day of April, ²⁰²²~~2021~~, Bradley R. Voss and Heidi L. Voss, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.


DAVID R. HENCKELS
 Notary Public-Sheboygan County
 My commission expires AUG 19 2025

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
 Ryan Sorenson
 Mayor

ATTEST: _____
 Meredith DeBruin
 City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 202~~1~~², Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

 Notary Public-Sheboygan County
 My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
 Wisconsin State Bar No. 01021454

VIII

Item 17.

R. C. No. 9 - 22 - 23. By PUBLIC WORKS COMMITTEE.
May 16, 2022.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 13-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an agreement with Dr. Toby Watson authorizing the acceptance of four pianos donated by Dr. Watson in support of the City's placemaking strategy to activate City streets, and authorizing the appropriate City staff to oversee installation and maintenance of the pianos; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 13 - 22 - 23. By Alderpersons Dekker and Perrella. May 10, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Dr. Toby Watson authorizing the acceptance of four pianos donated by Dr. Watson in support of the City's placemaking strategy to activate City streets, and authorizing the appropriate City staff to oversee installation and maintenance of the pianos.

WHEREAS, Dr. Toby Watson desires to donate four painted pianos, winter covers and locks for placement on City rights-of-way under the direction of the Director of Community Development; and

WHEREAS, the City desires to accept this donation and to coordinate with Dr. Watson for the installation of these pianos; and

WHEREAS, the cost to install these pianos will be absorbed within the Department of Public Works operating budget.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Planning and Development is hereby authorized to enter into the attached agreement with Dr. Toby Watson for the acceptance of donated pianos, covers and locks.

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

Donation Agreement
Between the City of Sheboygan and Dr. Toby Watson

Background

Dr. Watson approached the City of Sheboygan (the “City”) about donating four pianos to the City in support of the City’s placemaking strategy to activate city streets. The City wishes to accept the donation of these pianos.

Both the City and Dr. Watson believe it is in their interest to enter into this Donation Agreement to spell out the responsibilities and expectations of the parties with respect to this donation.

Dr. Watson’s Responsibilities

Dr. Watson agrees to donate four pianos and four winter piano covers to the City of Sheboygan. The four pianos have been painted. Pictures of the four pianos are attached to this Donation Agreement. Dr. Watson agrees to store the pianos until Spring 2022, when the pianos will be installed.

Dr. Watson agrees to coordinate the installation of the pianos—including the exact manner of installation—with the City’s Director of Planning and Development.

Dr. Watson agrees to have the pianos installed at his expense. Dr. Watson (or any contractor doing the installation) will be required to sign an appropriate release prior to performing work in the public right-of-way.

Dr. Watson agrees to arrange for the four pianos to be tuned. Specifically, Dr. Watson will arrange for (including paying for, if necessary) two tunings of each piano, preferred in April and September, for a period of five years. If, in the opinion of the City of Sheboygan, the effective life of the pianos has ended before this five-year period ends, Dr. Watson shall have no further responsibility to arrange for tunings.

The City of Sheboygan’s Responsibilities

The City’s Director of Planning and Development will coordinate the installation of the pianos with Dr. Watson.

Once the pianos are installed in the City’s right-of-way, ownership of the pianos will transfer to the City. As a result, after that point the City will be responsible for any necessary maintenance of the pianos (including the installation and removal of winter covers), except the tuning that Dr. Watson has agreed to arrange.

The City will have the ultimate decision as to where the pianos are placed. This decision shall be made jointly by the Director of Planning and Development and the Director of Public Works, with input from Dr. Watson.

For the avoidance of doubt, the City reserves the right to remove or relocate the pianos from their installed locations for any reason (including, but not limited to, if the City decides it is appropriate to remove the pianos from the right of way during the winter, if one or more pianos is damaged beyond reasonable repair, if a more appropriate location has been identified, if a major reconstruction activity needs to occur, or if it is no longer in the best interest of the City to have pianos in the right of way). The Director of Planning and Development may, in consultation with the Director of Public Works, make the determination to remove or relocate the pianos.

Dr. Toby Watson

City of Sheboygan

Chad Pelishek
Director of Planning and Development

Date

Date

VI

R. C. No. 10 - 22 - 23. By PUBLIC WORKS COMMITTEE.
May 16, 2022.

Your Committee to whom was referred R. C. No. 289-21-22 by Public Works Committee to whom was referred R. O. No. 106-21-22 by Director of Planning and Development submitting a communication from Dr. Toby Watson requesting permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets; recommends filing the document.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

VI

29

Item 18.

R. C. No. 289 - 21 - 22. By PUBLIC WORKS COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 106-21-22 by Director of Planning and Development submitting a communication from Dr. Toby Watson requesting permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets; recommends referring to the Public Works Committee of the 2022-2023 Council.

PD
2023

Dean Dukke
Graham Peulle

Chris Whit
agalya

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

other matters

71
Item 18.

R. O. No. 106 - 21 - 22. By DIRECTOR OF PLANNING AND DEVELOPMENT.
November 15, 2021

Submitting a communication from Dr. Toby Watson requesting permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets.

The Department of Public Works and the Public Works committee shall identify the preferred locations of the pianos. The locations proposed include:

- Fountain Park Monument
- Corner of N. 8th Street and Wisconsin Avenue
- City Green stage
- 434 South Pier Drive (public walkway)
- 900 Broughton Drive (public shelter by memorial)
- 501-509 N. 8th Street

Dr. Watson would hire a piano tuner yearly to tune the pianos in the spring. City staff would be responsible for putting on and taking off the winter covers.

DIRECTOR OF PLANNING AND DEVELOPMENT

PW
2022-2023 council

Pelishkek, Chad

From: Toby Watson <tobytylerwatson@gmail.com>
Sent: Sunday, November 7, 2021 10:10 PM
To: Sokolowski, Steve; Pelishkek, Chad; Toby Watson
Subject: Music in the streets- Piano Donation

Good day Chad and Steve,

Here are the four locations that might work for the painted pianos (see attached photos corresponding to the narrative below).

I have a group of volunteers meeting next week to finish the weather tight preparation work and the painting of the pianos. I will then donate the pianos to the City, the Kohler Arts Center, the Children's Museum or another non profit, along with the Winter covers. I can place them in the desired locations and have them secured in those locations with a stainless steel eye hook and cable to the back of the piano. With the Winter covers there would be no need to move the pianos once in place. I envision the City of Sheboygan groundskeeping removing the covers in Spring and reapplying them in Fall. I will coordinate a piano tuner to tune them each Spring.

Here are a few ideas for locations, with corresponding photos attached:

1) Fountain Park monument (1013 N. 8th St., Sheboygan). The piano would face the sidewalk, and there will be 2 eye hooks to the rear of the piano, so they can be cable secured to the iron fence. Otherwise, it could be secured to the brick planter wall with a tapcon eye hook.

2) The corner of N. 8th Street and Wisconsin Ave. (800 N. 8th St., Sheboygan)

, where there is a concrete seating area. The piano would back up to the back side of the bench, and again, could be fastened to the concrete with a simple eye hook tapcon. Each piano will have these eye hooks and a stainless steel cable and keylock (given to the city).

3) Alternatively, it could be placed at 738 New York Ave., Sheboygan. This is the sound stage park on the North side of the street. It could be secured by an eye hook tapcon to the base of the east side of the stage area.

4) 434 S. Pier Drive, Sheboygan. This is the walkway between the ice cream store and Lino's Italian restaurant. Placement would be up against a light pole, and again, a single stainless steel cable could secure the piano around the base of the pole.

5. 900 Broughton Drive, Sheboygan. This just south of the beach, and just north of the Hmong and Lao memorial. The piano would be secured by the cable around one of the shelter posts or an eye hook to a post.

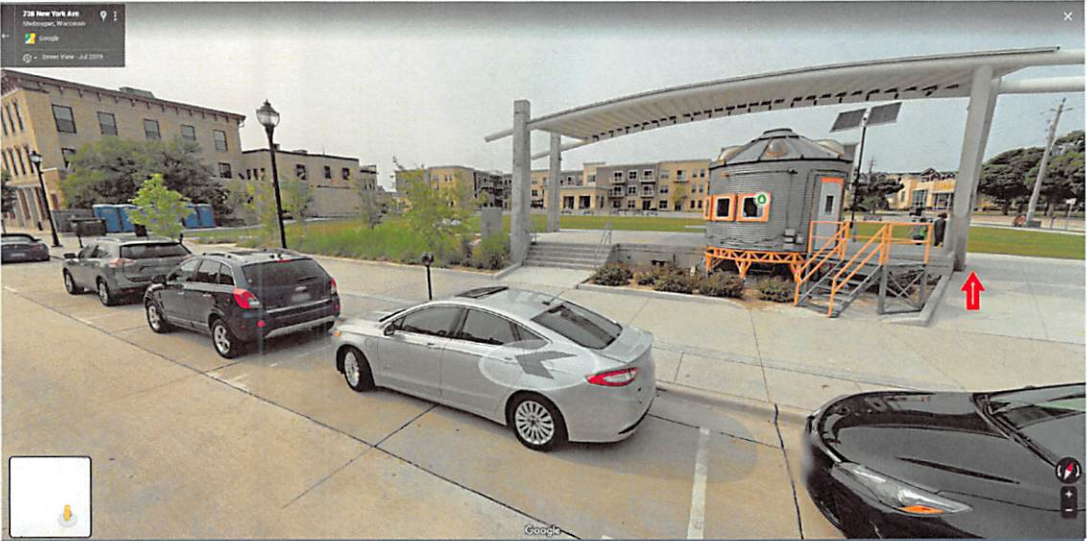
6. 501-509 N. 8th St., Sheboygan. This is a vacant lot I own, and donate to the Kohler Art Center for an art feature. The piano would be secured to the side wall via an eyehook tapcon.

If you need more ideas for locations, let me know.

Toby

Dr. Toby Watson
 2808 Kohler Memorial Drive, Suite 1
 Sheboygan, WI 53081







Virus-free. www.avg.com

VI

R. C. No. 11 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
May 16, 2022.

Your Committee to whom was referred R. O. No. 141-21-22 by Chief of Police Christopher Domagalski submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing January 1, 2022 and ending March 31, 2022; recommends filing the report.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 141 - 21 - 22. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
April 18, 2022.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing January 1, 2022 and ending March 31, 2022.

	2020 <u>Actual</u>	Y-T-D <u>3/31/21</u>	2021 <u>Actual</u>	Y-T-D <u>3/31/22</u>	2022 <u>Goals</u>
<u>Patrol and Investgations</u>					
Homicide	2	0	1	0	0
Rape	20	13	39	7	20
Robbery	14	2	5	2	10
Aggravated Assault	107	24	112	21	100
 Burglary	 96	 16	 82	 14	 100
Theft	689	116	563	110	800
Motor Vehicle Theft	35	3	34	1	30
Arson	10	1	5	1	10
 Part 1 Total Crimes	 973	 175	 841	 156	 900
 Percent of Offenses Cleared	 56%	 50%	 47%	 64%	 70%
Value of Property Stolen	\$475,001	\$138,320	\$711,334	\$50,287	\$500,000
Value of Property Recovered	\$389,071	\$101,384	\$321,044	\$19,480	\$200,000
Percent of Stolen Recovered	82%	73%	45%	39%	40%
 Accident Investigations	 1,340	 340	 1,365	 342	 1,500
Traffic Stops	3,455	1,299	4,395	1,618	No Goal
Traffic Arrests	2,611	876	3,016	972	No Goal
Other Arrests	2,646	529	2,810	709	No Goal
Speed Trailer Deployments	8	2	29	0	20
HVEE Deployments	1	10	65	20	12
Parking Tickets Issued	6,098	2,516	6,631	3,720	10,000
Bicycles Recovered	118	22	190	35	150
Involuntary Commitments	101	35	144	37	No Goal
 <u>Administration</u>					
District Attorney Request for Digital Evidence	1,216	292	1,142	252	2,750
Open Records Requests	7,318	1,716	6,502	1,697	4,000
Nixle Messages Sent	97	14	78	27	250
Press Releases	20	3	18	5	50
Tweets	92	17	111	34	350
Facebook Followers*	15,449	15,539	16,749	16,817	17,000
Reported Crime Maps	100	26	98	27	104
Crime Comparison Reports	24	7	22	7	26

*Facebook no longer reports likes which were previously tracked

POLICE CHIEF

LHPS
22-23 Council

VI

Item 20.

R. C. No. 12 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
May 16, 2022.

Your Committee to whom was referred R. O. No. 142-21-22 by Fire Chief submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing January 1, 2022 and ending March 31, 2022; recommends filing the report.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 142 - 21 - 22. By FIRE CHIEF. April 18, 2022.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing January 1, 2022 and ending March 31, 2022.

	2021 First Quarter	2021 YTD	2022 First Quarter	2022 YTD	2022 Goals
Incident Types					
Fires	14	14	18	18	< 90
Rescue & Emergency Medical Service	1,080	1,080	1,252	1,252	4,900
Non Fires	297	297	366	366	1,400
TOTAL	1,391	1,391	1,636	1,636	6,300
Station Incident Count Per Station					
Station 1	363	363	465	465	1,825
Station 2	300	300	296	296	1,225
Station 3	329	329	417	417	1,500
Station 4	252	252	284	284	1,150
Station 5	141	141	165	165	600
Out of City	6	6	9	9	
Fire Loss					
Number of Incidents	11	11	9	9	
Total Pre Incident Value	\$ 12,595,990	\$ 12,595,990	\$ 2,888,700	\$ 2,888,700	
Total Property Loss	\$ 63,550	\$ 63,550	\$ 106,000	\$ 106,000	
Total Content Loss	\$ 38,650	\$ 38,650	\$ 14,750	\$ 14,750	
Total Loss	\$ 102,200	\$ 102,200	\$ 120,750	\$ 120,750	
Average Loss	\$ 9,290	\$ 9,290	\$ 13,416	\$ 13,416.00	
Workload					
Inspections	94	94	78	78	2,300
School Safety Programs/Students	0/0	0/0	0/0	0/0	3,200
Public Events	11	11	3	3	60
Station Tours	1**	1**	4	4	25
Non-Compliance/ Installed Smoke Alarms	10/13	10/13	1/2	1/2	
Fire Training Hours	1,520	1,520	1,791	1,791	8,000
EMS Training Hours	703	703	398.50	398.50	2,100
Investigations	14	14	18	18	
Efficiency					
EMS Average Response Time (360 Seconds)	N/A	N/A	N/A	N/A	
Fire Average Response Time (380 Seconds)*	79%	79%	82%	82%	90%
Effectiveness					
Resident Satisfaction Rating	97%	97%	N/A	N/A	
ISO Rating	2	2	2	2	1

* Fire response 380 seconds or less per NFPA standards

** Impacted due to COVID restrictions

Note: Resident Satisfaction rating was not a metric on the 2022 Baker Tilly Study. Therefore, there is no current data.


FIRE CHIEF

CHPS
2022-2023
Council

~~VI~~

R. C. No. 13 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
May 16, 2022.

Your Committee to whom was referred R. O. No. 2-22-23 by City Clerk submitting various license applications; recommends granting the applications.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 7 - 22 - 23. By CITY CLERK. April 18, 2022.

Submitting various license applications.

City Clerk

CHANGE OF AGENT

Laurie Holtz is replacing Tana Herr as agent effective immediately for Speedup 7 LLC located at 1006 Geele Avenue.

CHANGE OF AGENT

Laurie Holtz is replacing Tana Herr as agent effective immediately for Speedup 11 LLC located at 1211 Weeden Creek Road.

SIDEWALK CAFE (April 14, 2023)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3022	Paradigm	1202 N. 8 th Street

"CLASS A" LIQUOR LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3517	Union Asian Market LLC (Union Asian Market)	2022 S. 17 th Street

LHP

R. C. No. 14 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
May 16, 2022.

Your Committee to whom was referred pursuant to R. O. No. 9-22-23 by City Clerk submitting various license applications; recommends granting the licenses.

SIDEWALK CAFE (April 14, 2023)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2085	Legend Larry's Wings & Things	733 Pennsylvania Avenue
2880	Anglers Avenue Pub & Grill	518 South Pier Drive

"CLASS A" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Wal-Mart Stores East LP (Wal-Mart Supercenter #1276)	3711 S. Taylor Drive
2702	Oneguide, Inc. (Tietzs Piggly Wiggly #331)	2905 N. 15 th Street
3214	Oneguide, Inc. (Tietz's Piggly Wiggly #332)	3124 S. Business Drive
2820	Superior Discount Liquors, Inc. (Superior Discount Liquors)	823 S. 8 th Street

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3447	Krishna 1 Petroleum LLC (Fountain Park Stop-N-Go)	905 Erie Avenue

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1193	Kwik Trip Inc. (Kwik Trip #361)	1618 Calumet Drive
1998	Kwik Trip Inc.	2622 S. Business Drive

(Kwik Trip #780)

2920 Kwik Trip Inc. (Kwik Trip #873)	625 S. Taylor Drive
2763 Kwik Trip Inc. (Kwik Trip #897)	2033 North Avenue
3520 Kwik Trip Inc. (Kwik Trip #1138)	1526 Broadway
3526 Fast Fill Inc. (Fast Fill)	1508 S. 8 th Street

"CLASS B" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3423	Wisconsin Apple LLC (Applebee's Neighborhood Grill & Bar)	526 S. Taylor Drive
3150	The Brew Hub LLC (Craft 30)	908 Michigan Avenue
2085	Legend Larrys LLC (Legend Larry's Wings & Things)	733 Pennsylvania Avenue
2742	8 th Street Ale Haus LLC (8 th Street Ale Haus)	1132 N. 8 th Street
2805	Sheboygan Resort Operator LLC (Blue Harbor Resort)	725 Blue Harbor Drive
2685	Lino Ristorante Italiano LLC (Lino Ristorante Italiano)	422 South Pier Drive
2245	Wongjan Manyvanh (Thai Café Restaurant)	1227 N. 14 th Street
1752	Patrick J Martin (The End Zone)	904 Indiana Avenue
3355	Bentley's LLC (Sharpie's on Broadway)	1645 S. 12 th Street
2880	Anglers Avenue LLC (Anglers Avenue Pub & Grill)	518 South Pier Drive

1252 Stanley J Petek (Peteks Tavern)	2702 S. 8 th Street
1833 Champs Inc. (Champs Sports Bar)	1501 Indiana Avenue
2272 PJ's Party Zone LLC (PJ's Party Zone)	910 N. 18 th Street
1516 Wayne H Emmer (Emmers)	906 S. 15 th Street
2192 Calumet Diner, Inc. (Harry's Diner)	2504 Calumet Drive
1936 Catering with Culinary Artists LLC (Black Pig)	821 N. 8 th Street
2807 Sheboygan Columbus Institute (Knights of Columbus)	833 Center Avenue

CLASS "B" BEER LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2604	Z Spot Espresso & Coffee Inc. (Z Spot Espresso & Coffee)	1024 Indiana Avenue

"CLASS C" LICENSE (June 30, 2023) (RENEW)

2604	Z Spot Espresso & Coffee Inc. (Z Spot Espresso & Coffee)	1024 Indiana Avenue
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CIGARETTE/TOBACCO (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2895	Superior Discount Liquor	823 S. 8 th Street
3043	SR Tobacco	2529 S. Business Drive

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 10 - 22 - 23. BY CAPITAL IMPROVEMENTS COMMISSION.
May 16, 2022.

Your Commission to whom was referred R. O. No. 1-22-23 by City Administrator Todd Wolf submitting Capital Improvements Program (CIP) Requests for the years 2023-2027; recommends approving the CIP requests.

CAPITAL IMPROVEMENTS COMMISSION

City Plan

II

R. O. No. 1 - 22 - 23. BY CITY ADMINISTRATOR TODD WOLF.
April 19, 2022.

Submitting Capital Improvements Program (CIP) Requests for the years
2023 - 2027.

CITY ADMINISTRATOR

Capital
Improvements

2023 - 2027 Capital Improvement Program List

Item 23.

	Color / Abbreviation Key:												
	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year		2023		2024		2025		2026		2027		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	<u>REVENUES</u>												
	Property Tax Levy												
	Police	1	\$202,000		\$261,000		\$231,000		\$225,000		\$225,000		\$1,144,000
	Street Improvement and Sidewalks	2	\$676,000		\$676,000		\$676,000		\$676,000		\$676,000		\$3,380,000
	General Government Projects	3	\$60,000		\$60,000		\$60,000		\$0		\$60,000		\$240,000
	Fire	4	\$70,300		\$72,000		\$29,000		\$66,000		\$33,000		\$270,300
	Park, Forest and Open Space Fund	5	\$110,000		\$110,000		\$110,000		\$110,000		\$110,000		\$550,000
	Park Impact Fee Fund	7	\$275,000		\$225,000		\$250,000		\$250,000		\$200,000		\$1,200,000
	Vehicle / Land Sales	8	\$62,000		\$74,000		\$71,000		\$90,500		\$75,500		\$373,000
	County / State / Federal Grants	9	\$2,500,000		\$1,121,000		\$376,000		\$2,075,000		\$0		\$6,072,000
	Other Municipality Contributions (County Sales Tax)	10	\$411,000		\$411,000		\$411,000		\$411,000		\$411,000		\$2,055,000
	G. O. Borrowed Funds	11	\$4,321,500		\$8,217,250		\$16,426,000		\$7,448,000		\$10,814,158		\$47,226,908
	Other Borrowed Funds	12	\$1,171,400		\$3,200,000		\$1,000,000		\$0		\$250,000		\$5,621,400
	Donations	13	\$600,000		\$20,000		\$0		\$140,000		\$450,000		\$1,210,000
	User Fees	14	\$2,375,000		\$2,220,000		\$1,900,000		\$2,310,000		\$4,577,500		\$13,382,500
	Special Assessment	15	\$100,000		\$100,000		\$100,000		\$100,000		\$100,000		\$500,000
	Vehicle Registration Fee	16	\$700,000		\$700,000		\$700,000		\$700,000		\$700,000		\$3,500,000
	Other/CDBG	17	\$0		\$0		\$0		\$0		\$0		\$0
	Fund Balance	18	\$3,591,250		\$5,981,750		\$6,639,750		\$1,500,750		\$526,000		\$18,239,500
	TOTAL REVENUE		\$17,225,450		\$23,449,000		\$28,979,750		\$16,102,250		\$19,208,158		\$104,964,608
	<u>EXPENDITURES</u>												
	City Buildings												
	ADA Infrastructure Improvements- Citywide Program - Buildings	18	\$250,000		\$0		\$0		\$0		\$0		\$250,000
	Harbor Centre Dock Replacement	18	\$250,000		\$0		\$0		\$0		\$0		\$250,000
	Harbor Centre Dock Replacement		\$0	11	\$3,000,000		\$0		\$0		\$0		\$3,000,000
	ADA Infrastructure Improvements - Citywide Program - Buildings		\$0	11	\$0		\$250,000		\$0		\$0		\$250,000

2023 - 2027 Capital Improvement Program List

Item 23.

	Color / Abbreviation Key:												
	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year		2023		2024		2025		2026		2027		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	City Buildings - continued												
	Harbor Centre Dock Replacement		\$0	11	\$0		\$10,000,000		\$0		\$0		\$10,000,000
	Municipal Service Building - Building Maintenance / Improvements		\$0		\$0	11	\$0		\$0		\$4,725,000		\$4,725,000
	ADA Infrastructure Improvement - Citywide Program - Buildings		\$0		\$0		\$0	11	\$0		\$250,000		\$250,000
	Total - City Buildings		\$500,000		\$3,000,000		\$10,250,000		\$0		\$4,975,000		\$18,725,000
	Police												
	Marked Vehicles - Sport Utility Vehicles (4)	1,8	\$196,000		\$0		\$0		\$0		\$0		\$196,000
	Patrol Wagon	1,8	\$50,000		\$0		\$0		\$0		\$0		\$50,000
	Marked Vehicles - Sport Utility Vehicles (4)		\$0	1,8	\$190,000		\$0		\$0		\$0		\$190,000
	Unmarked Vehicle - Sport Utility Vehicle		\$0	11	\$47,000		\$0		\$0		\$0		\$47,000
	Police Facility Building Maintenance		\$0	1	\$71,000		\$0		\$0		\$0		\$71,000
	Marked Vehicles - Sport Utility Vehicle		\$0		\$0	1,8	\$48,000		\$0		\$0		\$48,000
	Unmarked Vehicle - Sport Utility Vehicle		\$0		\$0	1,8	\$48,000		\$0		\$0		\$48,000
	Unmarked Vehicle (3)		\$0		\$0	1,8	\$90,000		\$0		\$0		\$90,000
	Squad Computers		\$0		\$0	1	\$80,000		\$0		\$0		\$80,000
	Marked Vehicles - Sport Utility Vehicles (5)		\$0		\$0		\$0	1,8	\$245,000		\$0		\$245,000
	Unmarked Vehicle		\$0		\$0		\$0	1,8	\$35,000		\$0		\$35,000
	Marked Vehicles - Sport Utility Vehicles (4)		\$0		\$0		\$0		\$0	1,8	\$196,000		\$196,000
	Unmarked Vehicle - Sport Utility Vehicle		\$0		\$0		\$0		\$0	1,8	\$49,000		\$49,000
	Unmarked Vehicle		\$0		\$0		\$0		\$0	1,8	\$35,000		\$35,000
	Impound Area Improvements		\$0		\$0		\$0		\$0	11	\$1,000,000		\$1,000,000
	Total - Police		\$246,000		\$308,000		\$266,000		\$280,000		\$1,280,000		\$2,380,000
	Fire												
	Station 3 - Land Acquisition - Engineering Phase 1 of 3	11,18	\$2,000,000		\$0		\$0		\$0		\$0		\$2,000,000
	Ambulance	4,8,18	\$351,500		\$0		\$0		\$0		\$0		\$351,500
	Station 4 Window and Door Replacement	11	\$68,500		\$0		\$0		\$0		\$0		\$68,500

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Item 23.

	Color / Abbreviation Key:												
	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year		2023		2024		2025		2026		2027		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Fire - continued												
	Turnout Gear	4	\$25,300		\$0		\$0		\$0		\$0		\$25,300
	Station 3 - Construction - Phase 2 of 3		\$0	11,18	\$4,000,000		\$0		\$0		\$0		\$4,000,000
	Ambulance		\$0	8,11	\$376,000		\$0		\$0		\$0		\$376,000
	Cardiac Monitors		\$0	8,11	\$187,250		\$0		\$0		\$0		\$187,250
	Station 3 Generator		\$0	11	\$375,000		\$0		\$0		\$0		\$375,000
	SCBA Filling Station		\$0	4	\$45,000		\$0		\$0		\$0		\$45,000
	Station 3 Turnout Gear Rack		\$0	18	\$22,000		\$0		\$0		\$0		\$22,000
	Turnout Gear		\$0	4	\$27,000		\$0		\$0		\$0		\$27,000
	Station 3 - Construction - Phase 3 of 3		\$0		\$0	11,18	\$6,000,000		\$0		\$0		\$6,000,000
	Ambulance		\$0		\$0	18	\$402,000		\$0		\$0		\$402,000
	Turnout Gear		\$0		\$0	4	\$29,000		\$0		\$0		\$29,000
	Quint Engine		\$0		\$0		\$0		\$1,500,000		\$0		\$1,500,000
	Ambulance		\$0		\$0		\$0	8,18	\$430,000		\$0		\$430,000
	Station 4 Remodel		\$0		\$0		\$0	11	\$275,000		\$0		\$275,000
	Station 1 Gear Rack		\$0		\$0		\$0	18	\$24,000		\$0		\$24,000
	Station 2 Remodel		\$0		\$0		\$0	11	\$950,000		\$0		\$950,000
	Station Alerting System		\$0		\$0		\$0	4,11	\$375,000		\$0		\$375,000
	Turnout Gear		\$0		\$0		\$0	18	\$31,000		\$0		\$31,000
	Training Facility - Tower - Land Acquisition		\$0		\$0		\$0		\$0	11	\$2,500,000		\$2,500,000
	Station 5 Roof and Updates		\$0		\$0		\$0		\$0	11	\$175,000		\$175,000
	Station 1 Interior Furniture and Appliances		\$0		\$0		\$0		\$0	18	\$38,000		\$38,000
	Command Vehicle		\$0		\$0		\$0		\$0	8,11	\$73,158		\$73,158
	Turnout Gear		\$0		\$0		\$0		\$0	4	\$33,000		\$33,000
	Total - Fire		\$2,445,300		\$5,032,250		\$6,431,000		\$3,585,000		\$2,819,158		\$20,312,708

2023 - 2027 Capital Improvement Program List

Item 23.

	Color / Abbreviation Key:												
	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year		2023		2024		2025		2026		2027		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Public Works												
	Traffic Control												
	LED Street Lighting Upgrade - Taylor Drive (Erie Ave-Union Ave)	3,12	\$475,000		\$0		\$0		\$0		\$0		\$475,000
	LED Street Lighting Upgrade - TID 16	12	\$171,400		\$0		\$0		\$0		\$0		\$171,400
	Electrical Infrastructure Repair - Citywide		\$0	11	\$50,000		\$0		\$0		\$0		\$50,000
	LED Street Lighting Upgrade - Citywide		\$0	3,11	\$400,000		\$0		\$0		\$0		\$400,000
	LED Street Lighting Upgrade - Blue Harbor		\$0	11	\$175,000		\$0		\$0		\$0		\$175,000
	LED Street Lighting Upgrade - Broughton Drive		\$0		\$0	3,11	\$225,000		\$0		\$0		\$225,000
	Traffic Control Upgrade - Citywide		\$0		\$0	11	\$65,000		\$0		\$0		\$65,000
	LED Street Lighting Upgrade - North Avenue		\$0		\$0		\$0		\$0	3,11	\$550,000		\$550,000
	Total - Traffic Control		\$646,400		\$625,000		\$290,000		\$0		\$550,000		\$2,111,400
	Streets (Engineering)												
	North 25th Street (Kohler Memorial Drive to North Avenue)	2,10,11	\$1,300,000		\$0		\$0		\$0		\$0		\$1,300,000
	Broadway Avenue Reconstruction (South 7th Street to South 14th Street)	9,14	\$2,500,000		\$0		\$0		\$0		\$0		\$2,500,000
	2nd Creek Storm Water Pond Restoration	18	\$1,000,000		\$0		\$0		\$0		\$0		\$1,000,000
	South 11th Street (Indiana Avenue to Union Avenue)	11,14	\$1,000,000		\$0		\$0		\$0		\$0		\$1,000,000
	Lincoln Avenue (North Point Drive to North 6th Street)	11	\$1,000,000		\$0		\$0		\$0		\$0		\$1,000,000
	Calumet Drive Panel Replacement & Median Removal (N 27th St-City Limits)	16	\$700,000		\$0		\$0		\$0		\$0		\$700,000
	Taylor Drive-Wilgus Avenue Traffic Signal Upgrades Design	11	\$125,000		\$0		\$0		\$0		\$0		\$125,000
	Sidewalk Repair/Replacement Program (Citywide)	15	\$100,000		\$0		\$0		\$0		\$0		\$100,000
	Erie Avenue (North 19th Street to Taylor Drive)		\$0	2,9,11	\$1,500,000		\$0		\$0		\$0		\$1,500,000
	North 15th Street Design (Calumet Drive to Mayflower Avenue)		\$0	11	\$500,000		\$0		\$0		\$0		\$500,000
	Indiana Avenue Design (Moose Park to South 24th Street)		\$0	11,16	\$250,000		\$0		\$0		\$0		\$250,000
	South 18th Street (Mead Avenue to Washington Avenue)		\$0	11	\$800,000		\$0		\$0		\$0		\$800,000
	Taylor Drive-Kohler Memorial Drive Traffic Signal Upgrades		\$0	9,11	\$550,000		\$0		\$0		\$0		\$550,000
	Taylor Drive-Wilgus Avenue Traffic Signal Upgrades and Intersection Improvements		\$0	11	\$350,000		\$0		\$0		\$0		\$350,000
	Sewer Televising and Manhole Inspection		\$0	14	\$250,000		\$0		\$0		\$0		\$250,000
	Storm Water Management Plan		\$0	11	\$250,000		\$0		\$0		\$0		\$250,000
	Sidewalk Repair/Replacement Program (Citywide)		\$0	15	\$100,000		\$0		\$0		\$0		\$100,000
	Weeden Creek Road (South 12th Street to South Business Drive)		\$0		\$0	16	\$500,000		\$0		\$0		\$500,000

2023 - 2027 Capital Improvement Program List

Item 23.

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			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Streets (Engineering) - continued												
	North 15th Street (Calumet Drive to Mayflower Avenue)		\$0		\$0	2,10,11	\$1,200,000		\$0		\$0		\$1,200,000
	New Jersey Avenue (South 13th Street to Wildwood Drive)		\$0		\$0	11,16	\$1,000,000		\$0		\$0		\$1,000,000
	Indiana Avenue (Moose Park to South 24th Street)		\$0		\$0	11	\$600,000		\$0		\$0		\$600,000
	Oakland Avenue (South Business Drive to South 11th Street)		\$0		\$0	11	\$950,000		\$0		\$0		\$950,000
	Washington Avenue-South Business Drive Traffic Signal Upgrades		\$0		\$0	9,11	\$425,000		\$0		\$0		\$425,000
	Benchmark Modernization Program		\$0		\$0	18	\$231,000		\$0		\$0		\$231,000
	Storm Water Management Plan		\$0		\$0	11	\$250,000		\$0		\$0		\$250,000
	Sidewalk Repair/Replacement Program (Citywide)		\$0		\$0	15	\$100,000		\$0		\$0		\$100,000
	North Avenue-North Taylor Drive Intersection Upgrade		\$0		\$0		\$0	2,11,16	\$1,500,000		\$0		\$1,500,000
	Taylor Drive (Union Avenue to Washington Avenue)		\$0		\$0		\$0	10,11	\$3,000,000		\$0		\$3,000,000
	South 17th Street (Union Avenue to Wilson Avenue)		\$0		\$0		\$0	9,11	\$800,000		\$0		\$800,000
	Storm Water Management Plan		\$0		\$0		\$0	11	\$250,000		\$0		\$250,000
	Sidewalk Repair/Replacement Program (Citywide)		\$0		\$0		\$0	15	\$100,000		\$0		\$100,000
	Wilson Avenue (Lakeshore Drive to South Business Drive)		\$0		\$0		\$0		\$0	2,10,11	\$1,450,000		\$1,450,000
	Lakeshore Drive (Mead Avenue to RR Tracks)		\$0		\$0		\$0		\$0	11	\$1,000,000		\$1,000,000
	South 12th Street (Greenfield Avenue to Camelot Boulevard)		\$0		\$0		\$0		\$0	11,16	\$750,000		\$750,000
	Storm Water Management Plan		\$0		\$0		\$0		\$0	11	\$250,000		\$250,000
	Sidewalk Repair/Replacement Program (Citywide)		\$0		\$0		\$0		\$0	15	\$100,000		\$100,000
	Total Streets (Engineering)		\$7,725,000		\$4,550,000		\$5,256,000		\$5,650,000		\$3,550,000		\$26,731,000
	Parks and Forestry												
	Urban Forestry Management Plan	5	\$60,000		\$0		\$0		\$0		\$0		\$60,000
	Optimist Park Basketball Court	7	\$25,000		\$0		\$0		\$0		\$0		\$25,000
	Park Splash Pad- Cleveland Park	7,11	\$300,000		\$0		\$0		\$0		\$0		\$300,000
	Urban Forestry Management Plan		\$0	5	\$60,000		\$0		\$0		\$0		\$60,000
	Veterans Park - Tennis Court Resurfacing		\$0	5,7	\$150,000		\$0		\$0		\$0		\$150,000
	Butzen Sports Complex Development - Phase 1 of 4		\$0	7	\$75,000		\$0		\$0		\$0		\$75,000
	Stonebrook Crossing Playground		\$0	7	\$50,000		\$0		\$0		\$0		\$50,000
	ADA Infrastructure Improvements - Citywide Program - Parks		\$0	11	\$250,000		\$0		\$0		\$0		\$250,000

2023 - 2027 Capital Improvement Program List

Item 23.

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			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Parks and Forestry - continued												
	Urban Forestry Management Plan		\$0		\$0	5	\$60,000		\$0		\$0		\$60,000
	Playground Equipment- Workers Water Street Park		\$0		\$0	5	\$50,000		\$0		\$0		\$50,000
	Evergreen Park Bike Trails		\$0		\$0	7	\$50,000		\$0		\$0		\$50,000
	Butzen Sports Complex Development-Phase 2 of 4		\$0		\$0	7	\$100,000		\$0		\$0		\$100,000
	Wildwood Athletic Complex - New Parking Area		\$0		\$0	7	\$50,000		\$0		\$0		\$50,000
	Playground Equipment - Stonebrook Crossing Park		\$0		\$0	7	\$50,000		\$0		\$0		\$50,000
	Urban Forestry Management Plan		\$0		\$0		\$0	5	\$60,000		\$0		\$60,000
	Deland Park - Parking Lot Resurfacing / Repaving		\$0		\$0		\$0	5	\$50,000		\$0		\$50,000
	ADA Infrastructure Improvements - Citywide Program - Parks		\$0		\$0		\$0	11	\$250,000		\$0		\$250,000
	Butzen Sports Complex Development - Phase 3 of 4		\$0		\$0		\$0	7	\$250,000		\$0		\$250,000
	Urban Forestry Management Plan		\$0		\$0		\$0		\$0	5	\$60,000		\$60,000
	Playground Equipment- Kiwanis Park		\$0		\$0		\$0		\$0	5	\$50,000		\$50,000
	Butzen Sports Complex Development - Phase 4 of 4		\$0		\$0		\$0		\$0	7	\$100,000		\$100,000
	Stonebrook Crossing Park Development		\$0		\$0		\$0		\$0	7	\$50,000		\$50,000
	Playground Equipment- Deland Field		\$0		\$0		\$0		\$0	7	\$50,000		\$50,000
	Total - Parks and Forestry		\$385,000		\$585,000		\$360,000		\$610,000		\$310,000		\$2,250,000
	Total - Public Works		\$8,756,400		\$5,760,000		\$5,906,000		\$6,260,000		\$4,410,000		\$31,092,400
	City Development												
	Gartman Farms Land Acquisition - Installment 2 of 5	18	\$693,750		\$0		\$0		\$0		\$0		\$693,750
	Gartman/Poth Farms Single Family Housing Development-Engineering	18	\$250,000		\$0		\$0		\$0		\$0		\$250,000
	Indiana Avenue Trail Project - Phase 2 of 3	12	\$250,000		\$0		\$0		\$0		\$0		\$250,000
	Indiana Avenue Streetscape Improvements - Phase 2 of 2	12	\$750,000		\$0		\$0		\$0		\$0		\$750,000
	Gartman Farms Land Acquisition - Installment 3 of 5		\$0	18	\$693,750		\$0		\$0		\$0		\$693,750
	Indiana Avenue Trail Project - Phase 3 of 3		\$0	8,12	\$2,250,000		\$0		\$0		\$0		\$2,250,000
	Gartman/Poth Farms - Single Family Housing Development-Construction		\$0	18	\$2,000,000		\$0		\$0		\$0		\$2,000,000
	Pennsylvania Avenue Streetscape Improvements		\$0	12	\$1,500,000		\$0		\$0		\$0		\$1,500,000
	Gartman Farms Land Acquisition - Installment 4 of 5		\$0		\$0	18	\$693,750		\$0		\$0		\$693,750

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Item 23.

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			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	City Development - continued												
	Gartman/Poth Farms - Single Family Housing Development-Constuction		\$0		\$0	18	\$1,500,000		\$0		\$0		\$1,500,000
	Sheboygan River - West Side Boardwalk Construction		\$0		\$0	12	\$1,000,000		\$0		\$0		\$1,000,000
	Gartman Farms Land Acquistion - Installment 5 of 5		\$0		\$0		\$0	18	\$693,750		\$0		\$693,750
	Indiana Avenue Gateway Entrance Signage		\$0		\$0		\$0		\$0	12	\$250,000		\$250,000
	Total - City Development		\$1,943,750		\$6,443,750		\$3,193,750		\$693,750		\$250,000		\$12,525,000
	Mead Public Library												
	Mead Public Library Roof Replacement		\$0		\$0	11,13	\$368,000		\$0		\$0		\$368,000
	Total - Mead Public Library		\$0		\$0		\$368,000		\$0		\$0		\$368,000
	Uptown Social												
	Multi-Purpose Room/Gym Construction	13	\$600,000		\$0		\$0		\$0		\$0		\$600,000
	Total - Uptown Social		\$600,000		\$0		\$0		\$0		\$0		\$600,000
	Wastewater Utility												
	Primary Clarifier Number One Drive	14	\$120,000		\$0		\$0		\$0		\$0		\$120,000
	Secondary Clarifier Number Three Drive	14	\$90,000		\$0		\$0		\$0		\$0		\$90,000
	North Aeration Upgrade	14	\$440,000		\$0		\$0		\$0		\$0		\$440,000
	Plant Process Water Upgrade	14	\$75,000		\$0		\$0		\$0		\$0		\$75,000
	Anaerobic Digester Heat Exchanger Replacement	14	\$400,000		\$0		\$0		\$0		\$0		\$400,000
	Sixth Street and Pershing Avenue Lift Station-Rehabilitation	14	\$125,000		\$0		\$0		\$0		\$0		\$125,000
	Dryer Maintenance Beams	14	\$75,000		\$0		\$0		\$0		\$0		\$75,000
	Sewer Line Reconstruction / Relining Program	14	\$1,000,000		\$0		\$0		\$0		\$0		\$1,000,000
	Mini Storm Sewer Program	14	\$50,000		\$0		\$0		\$0		\$0		\$50,000
	Bleach Tank and Bisulfite Tank Replacement		\$0	14	\$250,000		\$0		\$0		\$0		\$250,000
	Administrative Building HVAC Upgrade		\$0	14	\$550,000		\$0		\$0		\$0		\$550,000
	Indiana Avenue Pump Station Painting		\$0	13,14	\$100,000		\$0		\$0		\$0		\$100,000
	North Avenue Generator Controls		\$0	14	\$40,000		\$0		\$0		\$0		\$40,000
	Sewer Line Reconstruction / Relining Program		\$0	14	\$1,000,000		\$0		\$0		\$0		\$1,000,000
	Mini Storm Sewer Program		\$0	14	\$50,000		\$0		\$0		\$0		\$50,000

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			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Wastewater Utility (continued)												
	Aeration Blower Number Five		\$0		\$0	14	\$375,000		\$0		\$0		\$375,000
	Ferric Chloride Tank Replacement		\$0		\$0	14	\$150,000		\$0		\$0		\$150,000
	Grit Removal System Modifications		\$0		\$0	14	\$125,000		\$0		\$0		\$125,000
	North Avenue Lift Station Controls		\$0		\$0	14	\$50,000		\$0		\$0		\$50,000
	Replace North Entrance Gates		\$0		\$0	14	\$50,000		\$0		\$0		\$50,000
	North Avenue Lift Station Painting		\$0		\$0	14	\$100,000		\$0		\$0		\$100,000
	Sewer Line Reconstruction / Relining Program		\$0		\$0	14	\$1,000,000		\$0		\$0		\$1,000,000
	Mini Storm Sewer Program		\$0		\$0	14	\$50,000		\$0		\$0		\$50,000
	Kentucky Avenue Lift Station Upgrades - Design		\$0		\$0		\$0	13,14	\$400,000		\$0		\$400,000
	Administrative Building Roof Replacement		\$0		\$0		\$0	14	\$550,000		\$0		\$550,000
	Indiana Lift Station Wet Well Isolation		\$0		\$0		\$0	14	\$450,000		\$0		\$450,000
	Sewer Line Reconstruction / Relining Program		\$0		\$0		\$0	14	\$1,000,000	13,14	\$0		\$1,000,000
	Mini Storm Sewer Program		\$0		\$0		\$0	14	\$50,000	14	\$0		\$50,000
	Kentucky Avenue Lift Station Upgrades		\$0		\$0		\$0		\$0	14	\$3,000,000		\$3,000,000
	Influent Building Roof Replacement		\$0		\$0		\$0		\$0	14	\$450,000		\$450,000
	VFD Installation - Influent Pumps 2, 3 and 4		\$0		\$0		\$0		\$0	14	\$127,500		\$127,500
	Influent Building HVAC (HV1) Replacement		\$0		\$0		\$0		\$0	14	\$400,000		\$400,000
	Sewer Line Reconstruction / Relining Program		\$0		\$0		\$0		\$0		\$1,000,000		\$1,000,000
	Mini Storm Sewer Program		\$0		\$0		\$0		\$0		\$50,000		\$50,000
	Total - Wastewater Utility		\$2,375,000		\$1,990,000		\$1,900,000		\$2,450,000		\$5,027,500		\$13,742,500
	Motor Vehicle												
	Used Rear Load Gargage Truck (2)	8,18	\$190,000		\$0		\$0		\$0		\$0		\$190,000
	Woodchipper	8,18	\$68,000		\$0		\$0		\$0		\$0		\$68,000
	Stand Zero Turn Mower (2)	18	\$26,000		\$0		\$0		\$0		\$0		\$26,000
	Track Style Excavator		\$0	8,18	\$285,000		\$0		\$0		\$0		\$285,000
	Tri-Axle Dump Truck / Slide-In Salter and Spray Bar		\$0		\$0	8,18	\$300,000		\$0		\$0		\$300,000
	Garbage Truck (Park Department)		\$0		\$0	8,18	\$160,000		\$0		\$0		\$160,000
	Tri-Axle Dump Truck		\$0		\$0		\$0	8,18	\$280,000		\$0		\$280,000
	Forklift		\$0		\$0		\$0	8,18	\$37,500		\$0		\$37,500

2023 - 2027 Capital Improvement Program List

Item 23.

	Color / Abbreviation Key:												
	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year		2023		2024		2025		2026		2027		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	Motor Vehicle (continued)												
	Zero Turn Mower		\$0		\$0		\$0 18		\$16,000		\$0		\$16,000
	Street Sweeper		\$0		\$0		\$0		\$0 8,18		\$325,000		\$325,000
	Hot Patcher / Recycler		\$0		\$0		\$0		\$0 8,18		\$71,500		\$71,500
	Total - Motor Vehicle Fund		\$284,000		\$285,000		\$460,000		\$333,500		\$396,500		\$1,759,000
	Parking Utility												
	Riverfront Parking Lots		\$0 18		\$600,000		\$0		\$0		\$0		\$600,000
	Total - Parking Utility		\$0		\$600,000		\$0		\$0		\$0		\$600,000
	Transit Utility												
	Fixed Route Revenue Buses (6)		\$0		\$0		\$0 9,11		\$2,450,000		\$0		\$2,450,000
	Total - Transit Utility		\$0		\$0		\$0		\$2,450,000		\$0		\$2,450,000
	Cable TV												
	Broadcast Server Replacement	18	\$40,000		\$0		\$0		\$0		\$0		\$40,000
	TriCaster Replacement - Council Chamber		\$0		\$0 8,18		\$30,000		\$0		\$0		\$30,000
	Outside Broadcast (OB) Truck Replacement		\$0		\$0		\$0 8,18		\$50,000		\$0		
	Total - Cable TV		\$40,000		\$0		\$30,000		\$50,000		\$0		\$120,000
	Information Technology Fund												
	IBMi Retirement - Software Acquisitions	18	\$35,000		\$0		\$0		\$0		\$0		\$35,000
	IBMi Retirement - Software Acquisitions		\$0 18		\$30,000		\$0		\$0		\$0		\$30,000
	Data Center Refresh		\$0		\$0 18		\$50,000		\$0		\$0		\$50,000
	SINC Redundant Internet Connection		\$0		\$0 18		\$125,000		\$0		\$0		\$125,000
	Data Center Refresh		\$0		\$0		\$0		\$0 18		\$50,000		\$50,000
	Total - Information Technology		\$35,000		\$30,000		\$175,000		\$0		\$50,000		\$290,000
	TOTAL EXPENDITURES		\$17,225,450		\$23,449,000		\$28,979,750		\$16,102,250		\$19,208,158		\$104,964,608

2023 - 2027 Capital Improvement Program List

Item 23.

	Color / Abbreviation Key:												
	Yellow - Previously approved in same year												
	Blue - Previously approved in a different year		2023		2024		2025		2026		2027		Total
			<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>		<u>Executive</u>
	CIP SUMMARY TOTALS BY DEPARTMENT												
	Total - City Buildings		\$500,000		\$3,000,000		\$10,250,000		\$0		\$4,975,000		\$18,725,000
	Total - Police		\$246,000		\$308,000		\$266,000		\$280,000		\$1,280,000		\$2,380,000
	Total - Fire & Rescue		\$2,445,300		\$5,032,250		\$6,431,000		\$3,585,000		\$2,819,158		\$20,312,708
	Total - Public Works		\$8,756,400		\$5,760,000		\$5,906,000		\$6,260,000		\$4,410,000		\$31,092,400
	Total - City Development		\$1,943,750		\$6,443,750		\$3,193,750		\$693,750		\$250,000		\$12,525,000
	Total - Mead Public Library		\$0		\$0		\$368,000		\$0		\$0		\$368,000
	Total - Uptown Social		\$600,000		\$0		\$0		\$0		\$0		\$600,000
	Total - Wastewater Utility		\$2,375,000		\$1,990,000		\$1,900,000		\$2,450,000		\$5,027,500		\$13,742,500
	Total - Motor Vehicle		\$284,000		\$285,000		\$460,000		\$333,500		\$396,500		\$1,759,000
	Total - Parking Utility		\$0		\$600,000		\$0		\$0		\$0		\$600,000
	Total - Transit Utility		\$0		\$0		\$0		\$2,450,000		\$0		\$2,450,000
	Total - Cable TV		\$40,000		\$0		\$30,000		\$50,000		\$0		\$120,000
	Total - Information Technology		\$35,000		\$30,000		\$175,000		\$0		\$50,000		\$290,000
	Total Capital Improvements		\$17,225,450		\$23,449,000		\$28,979,750		\$16,102,250		\$19,208,158		\$104,964,608

II

R. O. No. | | - 22 - 23. By CITY CLERK. May 16, 2022.

Submitting a claim from Laura Kampmann for alleged damages to her tire when she drove over the cover of the metal water works hole.

CITY CLERK

Finance & Personnel

DATE RECEIVED 5-9-22

RECEIVED BY MKC

CLAIM NO. 2-22

Item 24.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 09 2022

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Laura Kampmann
2. Home address of Claimant: 2103 N 20⁵th Sheboygan, WI 53081
3. Home phone number: (920) 917-5194
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 4-28-22 12:00 p.m.

6. Where did damage or injury occur? (give full description) Passenger side rear back tire. Blow out tire well. Nail in Drivers side rear tire.

7. How did damage or injury occur? (give full description) Drove over the cover of the Metal Water works hole. The cover was sideways in hole sticking up. There was a car in front of me so I couldn't see it. ~~Driver side rear~~ ^{PKK} Passenger side rear. Nail in Drivers side rear tire.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: N/A

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: It is failed near the cover on back to hole for water or sewage.

(b) Claimant's statement of basis for such liability: N/A

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

Item 24.

I have a flat tire, tire damage. Nail in tire - other
tire blown out on side

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:

\$ 65.00^{x2} a tire

Property:

\$

Personal injury:

\$

Other: (Specify below)

\$

TOTAL

\$ 130.00

Damaged vehicle (if applicable)

Make: Nissan

Model: Sentra

Year: 2007

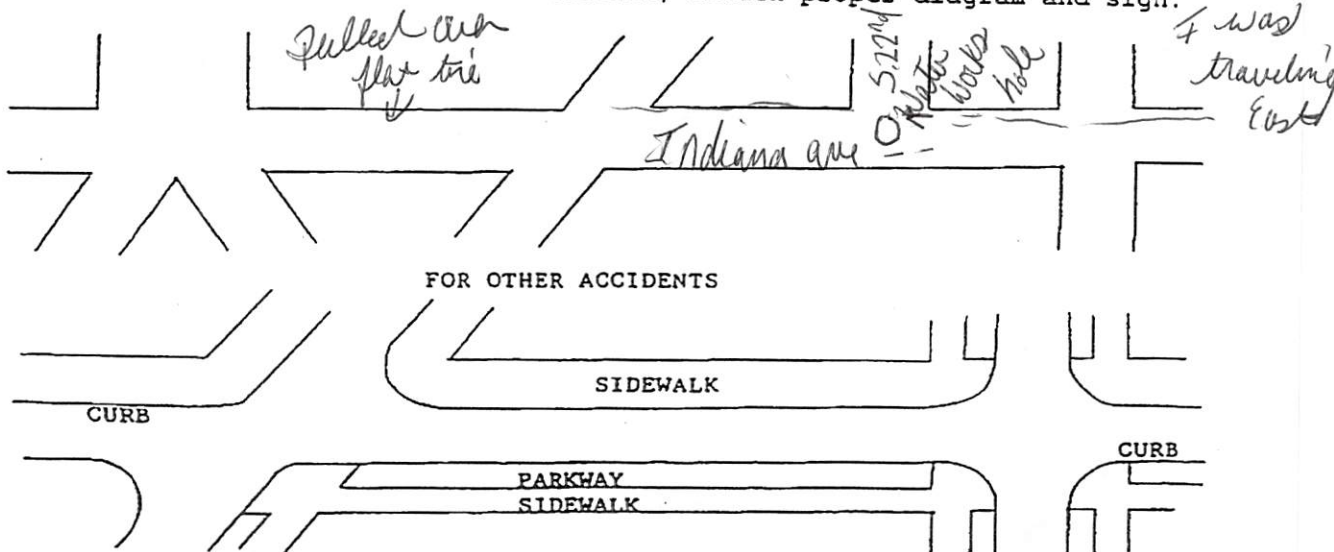
Mileage: 185,050

Names and addresses of witnesses, doctors and hospitals: Phillip Escobar. 1632

St. Clair ave Shel wt 5309

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

Lauren Kampmann

DATE 5-6-22

DATE RECEIVED _____

RECEIVED BY _____

Item 24.

CLAIM NO. _____

CLAIM

Claimant's Name:

Laura Kampmann

Auto

\$ 65.00 x 2

Claimant's Address:

2103 N 20ST

Property

\$ _____

Sheboygan, WI 53081

Personal Injury

\$ _____

Claimant's Phone No.

(920) 917-5194

Other (Specify below)

\$ _____

TOTAL \$ 130.00

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 130.00.

SIGNED

Laura Kampmann

DATE: 5-6-27

ADDRESS:

2103 N 20ST Sheboygan, WI 53081

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081



Give us feedback @ survey.walmart.com
Thank you! ID #:7RFC381501KK

Walmart *

920-459-9410. Mgr: DAVID.
4433. VANGUARD DR.
SHEBOYGAN, WI. 53083
ST#: 03324. OP#: 000066. TE#: 95. TR#: 08261

TLE ITEMS FOLLOW
ORDER NUMBER. 0048570045449
TPMS SERVICE. 068113115037. 3.00. X
TPMS SERVICE. 068113115037. 3.00. X
AUTO. TIRES. 074131795969. 65.00. X
AUTO. TIRES. 074131795969. 65.00. X
LIFE. WHL. BAL. 007874224343. 15.00. X
LIFE. WHL. BAL. 007874224343. 15.00. X
TIRE. FEE. 000003700848. 2.00. T
TIRE. FEE. 000003700848. 2.00. T
FLAT. REPAIR. 007874224338. 15.00. X

TLE ITEMS COMPLETE
SUBTOTAL. 185.00.
TAX. 1. 5.500. 10.18.
TOTAL. 195.18.
DEBIT. TEND. 195.18.
CHANGE DUE. 0.00.

EFT. DEBIT. PAY FROM PRIMARY
195.18. TOTAL PURCHASE
US. DEBIT. ****. ****. ****. 0456. I. O
REF. #. 211900036945
NETWORK. ID. 0076. APPR. CODE. 001352.
US. DEBIT

AID. A0000000980840
AAC. 38580B6EEB23B3A5
TERMINAL. #. SC010303

04/29/22. 12:19:10.

DUPLICATE RECEIPT. #####

ITEMS SOLD. 9.
TC#. 9937. 3729. 7913. 6717. 9484. 8.



Walmart +



Become a
member today
Scan for 30-day free trial.

Low Prices. You Can. Trust. Every Day..
04/29/22. 12:19:15.

485700 **45449**

THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5 DAYS.

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

I do agree and fully understand that my motor vehicle had a low oil level when I brought it to Wal-Mart for an oil change. This was pointed out to me, that I willingly requested Wal-Mart to change the oil. I will not hold Wal-Mart responsible for any damage to my motor vehicle by the low oil level.

SIGNED

DATE _____

COMMON TECHNICIAN: JOSHUA 1010
 QUALITY CONTROL TECH: JOSHUA 1010
 SERV WRTR/GREETER: MARK 215
 THIRD QC TECH: LOUIS 2969
 TIRE TECHNICIAN: LOUIS 2969

HAVE YOUR LUG NUTS RETORQUED AFTER THE FIRST 50 MILES.

OUR PLEDGE TO YOU

• We will do only the service you authorize. • We will not exceed the estimated cost of services without your permission. • We will, at your request, return your old parts or hold them for your inspection.

LIMITED WORKMANSHIP AND MATERIALS WARRANTY

Congratulations on your purchase of your new tires from Wal-Mart Stores, Inc. ("Wal-Mart")! This Limited Workmanship and Materials Warranty applies to all tires that are purchased from Wal-Mart Stores, Inc. ("Wal-Mart") or Wal-Mart.com and installed at Wal-Mart. This warranty is backed by Wal-Mart and protects the **original purchaser** from defects in the raw materials or quality of workmanship that require a tire to be removed from service. Wal-Mart stands behind the warranties of the tires that we sell. We do not send tires back to the manufacturer for warranty.

HOW LONG IS THIS LIMITED WARRANTY VALID? Under this limited warranty, tires found to be defective will be covered by this warranty for the life of the tire, as measured by the usable tread depth. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread.

WHAT IS COVERED BY THIS LIMITED WARRANTY? This Limited Workmanship and Materials Warranty provides additional coverage to tires purchased and installed at Wal-Mart that are "defective," defined as conditions that require a tire to be removed from service due to defects in the raw materials or quality of workmanship. Wal-Mart at its sole discretion will determine whether a tire is defective and is therefore eligible for replacement under this Limited Warranty. Tires that are deemed defective will be replaced free of charge (except for installation cost and applicable taxes and government-mandated charges) during the first 25% of usable tread or one (1) year, whichever comes first. Tires that are worn beyond the first 25% of usable tread, or are over one (1) year from the date of purchase, will be replaced on a pro-rata basis with comparable new tires based on tread depth remaining, in the form of a Wal-Mart tire credit. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the installation cost and any other service charges and applicable taxes and government-mandated charges. In addition, if the defective tire was covered by the Wal-Mart Optional Road Hazard Warranty, you will need to purchase new Optional Road Hazard Warranty coverage on the replacement tire if you wish to continue Road Hazard Warranty Coverage for the new tire. If a tire is deemed eligible for warranty replacement and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that fail during the warranty period will be eligible for free (except for installation cost and applicable taxes and government-mandated charges) or pro-rata replacement IF AND ONLY IF:

• You are the original purchaser of the tires, and the tires have been used only on that vehicle	
• At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires are presented to Wal-Mart	
• The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED	

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This warranty DOES NOT COVER tires that is damaged or failed due to:

• Improper Repair	• Accident	• Rapid or irregular wear	• Misapplication, racing, under-inflation, over-inflation, or other abuse	• Racing	• Snow chains or studs
• Vandalism	• Road hazards	• Excessive abuse		• Off-road use	• Worn mechanical components on the vehicle

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

• Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales	
• Tires that have been used for racing or off-road purposes	• Tires that have been installed on any vehicle other than the vehicle on which they were originally installed

This Limited Warranty does not provide compensation for inconvenience or incidental or consequential damages. Some states do not allow the exclusion or limitation of consequential damages, so the above limitation or exclusion may not apply to you.

HOW ARE REPLACEMENT CHARGES CALCULATED? If your tire is defective and you have complied with the terms and conditions of this Limited Warranty, Wal-Mart will provide a free replacement tire (except for the tire installation cost and applicable taxes and government-mandated charges) during the first 25% of usable tread or one (1) year, whichever comes first. Tires that are worn beyond the first 25% of usable tread, or are over one (1) year from the date of purchase, will be replaced on a pro-rata basis with comparable new tires based on tread depth remaining, in the form of a Wal-Mart tire credit. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges. FOR EXAMPLE, if your tire is 1/2 worn at the time your tire is deemed defective, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees.

HOW DO I MAKE A CLAIM UNDER THIS LIMITED WARRANTY? When making a claim under the terms of this limited warranty, you must present your tires and the vehicle on which the tires were used to Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at <http://www.walmart.com> and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

CONDITIONS AND EXCLUSIONS. This limited warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

CONSUMER RIGHTS. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

LIMITED TREADWEAR WARRANTY FOR TIRES PURCHASED FROM AND INSTALLED AT WALMART STORES, INC.

1. TIRES COVERED BY THIS WARRANTY. This limited treadwear warranty applies to all tires that have a posted limited treadwear warranty when purchased from Wal-Mart Stores, Inc. ("Wal-Mart") or Wal-Mart.com and installed at Wal-Mart. This warranty is backed by Wal-Mart. This warranty protects the original purchaser from premature tire wear by providing a pro-rata replacement if the tread wears out before reaching the warranted mileage based on your Wal-Mart invoice. The original tread will be considered to be worn down when there are 2/32nds of an inch of tread remaining. If a tire does not reach the warranted mileage prior to becoming worn down to 2/32nds of an inch of tread, and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that wear out before achieving the warranted mileage will be replaced on a pro-rata basis ONLY IF:

• You are the original purchaser of the tires, and the tires have been used only on that vehicle	• The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED
• At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires are presented to your local Wal-Mart	

2. WHAT IS NOT COVERED

This warranty DOES NOT COVER tires that have become unserviceable due to:

• Road hazard injury (e.g., cut, snag, impact damage or puncture)	• Uneven or rapid wear caused by mechanical irregularity in the vehicle such as wheel misalignment	• Flat spotting caused by improper storage, or brakelock
• Improper repair		• Cosmetic ozone or weather cracking
• Misapplication, racing, under-inflation, over-inflation, or other abuse	• Accident, fire, chemical corrosion, tire alteration or vandalism	

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

• Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales	• Tires that have had the tread pattern altered in any manner such as, but not limited to, siping, carving, shaving, or having any material applied to the surface.
• Tires that have been used for racing or off-road purposes	
• Tires that have been installed on any vehicle other than the vehicle on which they were originally installed	

3. HOW REPLACEMENT CHARGES ARE CALCULATED. A mileage tire meeting the conditions for pro-rata replacement will be replaced with a comparable new tire based on mileage received, in the form of a Wal-Mart tire credit. Wal-Mart will determine the credit amount by multiplying the percent of mileage received by the then current actual selling price at Wal-Mart. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges. FOR EXAMPLE, if a tire warranted for 40,000 miles wore out after 20,000 miles, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees.

4. WHAT THE CONSUMER MUST DO WHEN MAKING A CLAIM. When making a claim under the terms of this limited warranty, you must present your tires and the vehicle on which the tires were used to Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at www.walmart.com and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

5. CONDITIONS AND EXCLUSIONS. This limited warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

6. CONSUMER RIGHTS. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

(This coverage available with the purchase of the Optional Road Hazard Warranty)

OPTIONAL ROAD HAZARD WARRANTY

Congratulations on your purchase of your new tires from Wal-Mart Stores, Inc. ("Wal-Mart") and the optional Wal-Mart Road Hazard Warranty! This document is your contract. This Road Hazard Warranty is OPTIONAL protection that can be purchased and is ONLY EFFECTIVE WHEN THE ORIGINAL INVOICE IS PRESENTED WITH THIS WARRANTY FORM. This warranty is backed by Wal-Mart Stores, Inc. ("Wal-Mart") and provides coverage to the **original purchaser** for tire failure due to unforeseen hazards of the road causing flat tires, impact breaks, and non-repairable punctures. **HOW LONG IS THIS OPTIONAL WARRANTY VALID?** Under this optional warranty, tires found to be defective will be covered by this warranty for the life of the tires, defined as the duration of usable tread depth. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread.

WHAT IS COVERED BY THIS OPTIONAL WARRANTY? This OPTIONAL Road Hazard Warranty provides additional coverage to tires purchased and installed at Wal-Mart against tire failures caused by nails, glass, metal stones and almost anything else that could damage or puncture a tire. The Road Hazard warranty provides protection from tire failures caused by impact breaks and other non-repairable punctures caused by unforeseen hazards of the road. In the event that a tire fails due to an unforeseen road hazard, this warranty provides free (you pay the installation cost and applicable taxes and government-mandated charges) flat repair and pro-rata replacement if the failure is non-repairable. Eligibility for warranty coverage is determined at Wal-Mart's sole discretion. If the tire is eligible for warranty coverage and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that fail during the warranty period will be eligible for free or pro-rata replacement IF AND ONLY IF:

• You purchased this Optional Road Hazard Warranty from Wal-Mart	• You are the original purchaser of the tires, installed, and the tires have been used only on that vehicle.	• The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED
• At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires and for your purchase of this Optional Road Hazard Warranty are presented		

WHAT IS NOT BY THIS OPTIONAL WARRANTY COVERED?

This warranty DOES NOT COVER tires that is damaged or failed due to:

• Improper repair	• Accident	• Worn mechanical components on the vehicle	• Racing	• Rapid or irregular wear
• Vandalism	• Snow chains or studs	• Misapplication, racing, under-inflation, over-inflation, or other abuse	• Off-road use	• Excessive abuse

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

• Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales	
• Tires that have been used for racing or off-road purposes	• Tires that have been installed on any vehicle other than the vehicle on which they were originally installed

This Optional Warranty does not provide compensation for inconvenience or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

HOW ARE REPLACEMENT CHARGES CALCULATED? Wal-Mart will repair a flat tire for free (except for the tire installation cost and applicable taxes and government-mandated charges). A tire with a non-repairable puncture and meeting the terms and conditions of the warranty will be replaced with a comparable new tire, as determined by Wal-Mart, in the form of a Wal-Mart tire credit. The amount of the Wal-Mart tire credit will be calculated based on the wear of the tire at the time of replacement. FOR EXAMPLE, if your tire is 1/2 worn at the time your tire receives unrepairable damage, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees. Tires with less than 2/32nds of an inch of tread remaining are not eligible for replacement or repair under this Optional Warranty. The last 2/32nds is not considered usable tread. If your tire is deemed eligible for pro-rata replacement, you will pay the difference between the cost of the new tire and the Wal-Mart tire credit. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges.

HOW DO I MAKE A CLAIM UNDER THIS OPTIONAL WARRANTY? When making a claim under the terms of this optional warranty, you must present your tires and the vehicle on which the tires were used to your local Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at www.walmart.com and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

CONDITIONS AND EXCLUSIONS. This optional warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

CONSUMER RIGHTS. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

REFUND. Where applicable, you may have the right for a limited period of time to cancel this Road Hazard Warranty and receive a refund.

FULL WARRANTY ON
AUTOMOBILE
FOR
MILES; **Item 24.** YES

The authorized services and included parts listed on this Service order are warranted for 90 days or 3,000 miles, whichever occurs first. If our installation is unsatisfactory and/or parts used are defective in material or workmanship and the installation or parts are not covered by another written warranty of longer duration (in which case the warranty of longer duration would apply) we will correct the warranted repair free of charge. TO OBTAIN SERVICE UNDER THIS WARRANTY, RETURN THE AUTOMOBILE ON WHICH THE SERVICE WAS PERFORMED TO THE NEAREST WAL-MART AUTO CARE CENTER LOCATION.

This warranty gives you specific rights and you may also have other rights which vary from state to state.

Wal-Mart Stores, Inc.
702 S.W. 8th St.
Bentonville, AR 72716-8094

For More Info on our Warranties, Go to WWW.WALMART.COM/TIRE

III

R. O. No. 12 - 22 - 23. By FINANCE DIRECTOR. May 16, 2022.

Reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 8895 in the amount of \$17,397.87 billed to Jorge Deanda regarding damage to a traffic control signal and street light located on the median of Taylor Drive and Washington Avenue on September 21, 2020, has been settled with a payment to the City of Sheboygan in the amount of \$16,209.58.

Finance Director

F&P

II

R. O. No. 13 - 22 - 23. By CITY CLERK. May 16, 2022.

Submitting a pending claim from Nina Stapel for an alleged sewer backup in her basement.

CITY CLERK

Finance + Personnel

NOTICE OF CLAIM

To: City of Sheboygan Clerk
828 Center Avenue Suite 103
Sheboygan, WI 53081

Pursuant to sec. 893.80, Wis. Stats., you are hereby notified of a claim for damage to the Nina Stapel Residence, 1202 Stahl Road, Sheboygan, WI 53081.

THE INCIDENT

Date: January 20, 2022

Time: Not exact

Place: Basement of 1202 Stahl Road, Sheboygan, WI

The circumstances giving rise to my claim are as follows:

On the morning of January 21, my daughter came into my house and thought she smelt sewer. It was not till early afternoon that she went downstairs and called me (as I was in Florida) saying, there was water in the basement of my home. After walking thru all the rooms with a video we discovered that it was sewer backup.

I immediately called the City Sewer dept and they got ahold of someone. Who in turn got, Steve Pautz to come and check it out. He came to my door went down with my daughter and the Mr. Lopez from Lakeshore Restoration, determined it was a sewer backup. Mr. Pautz came back and told them as well as myself, as I was on the phone, there were two fail switches that had failed. Mr. Lopez started the assessment and started the process to rid of water, sanitize and started the demolition and continued until finishing the restoration.

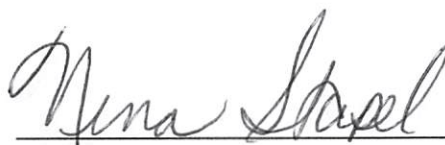
I was moved into the City of Sheboygan with the Kohler Annex and have been paying for my sewer as well as my taxes to the city for a couple of years. All of my taxes and services have almost doubled in cost.

THE CLAIM

This is a notice as the repairs have not all been finished, and I will inform you of the final amount. Mr. Lopez has finished his work and his bill was \$9,653.59 for the tear down, clean up, and sanitizing. The repair & restoration bill was \$5,200.36. The dumpster and cleaning before carpet is \$745.00. I still need the carpet purchase and installed, and I do not have a cost for that.

I have attached some photos.

May 9, 2022



Signature

Nina Stapel

1202 Stahl Road

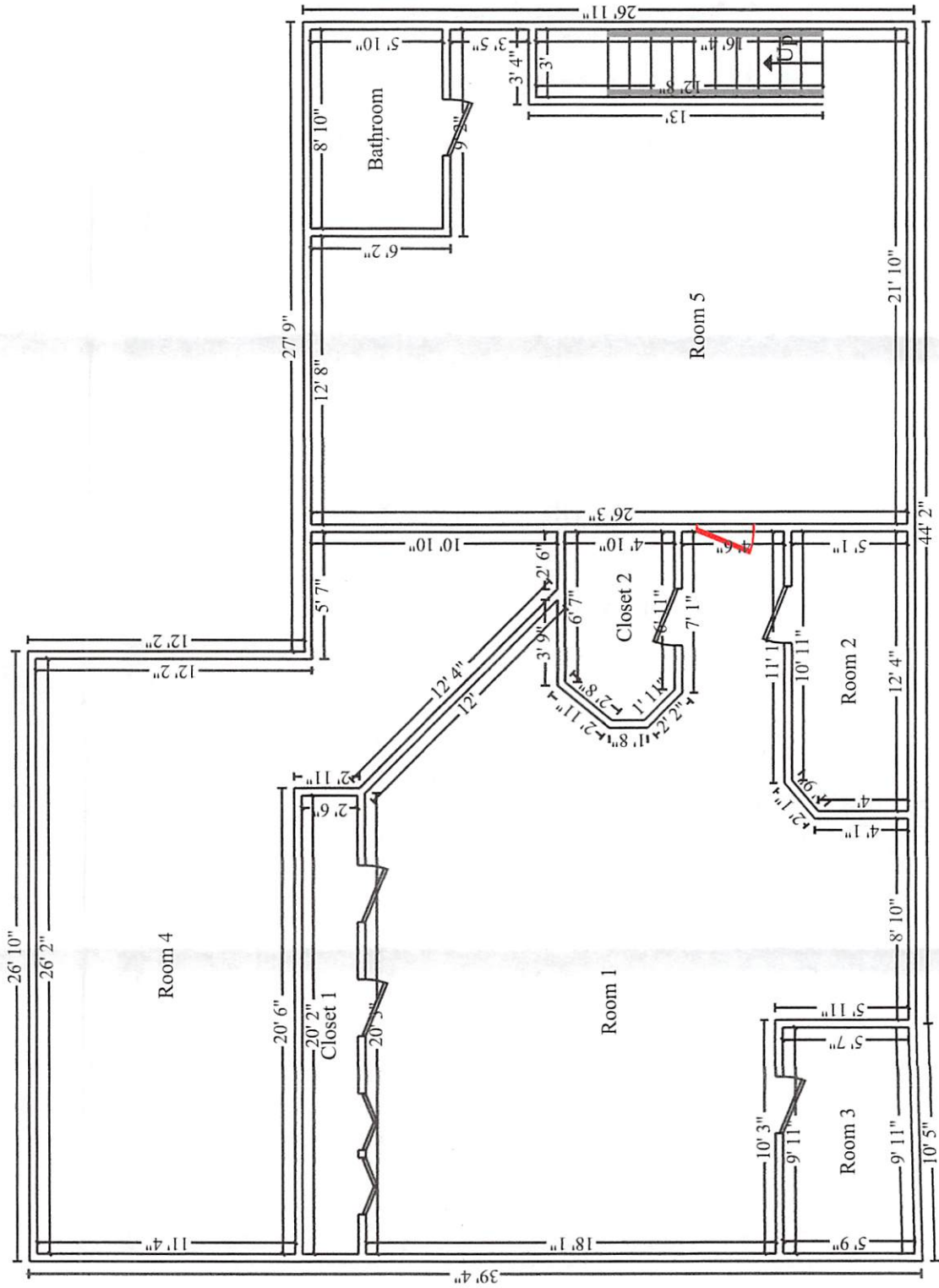
Sheboygan, WI 53081

Phone: 920-946-4074

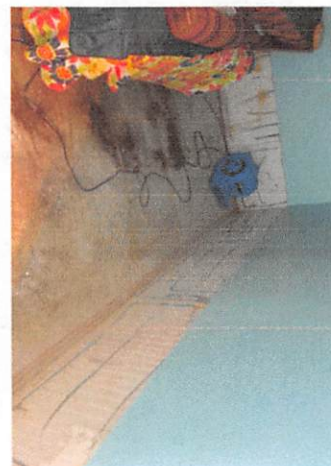
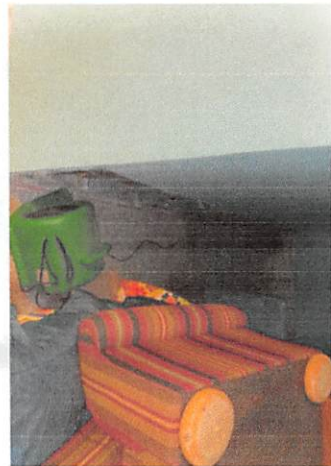
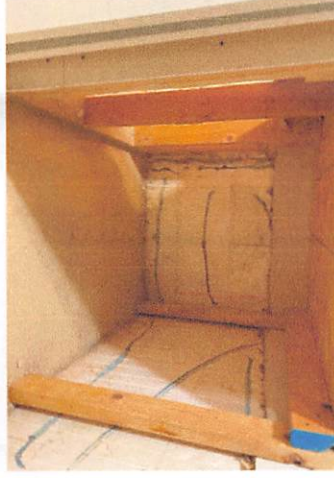
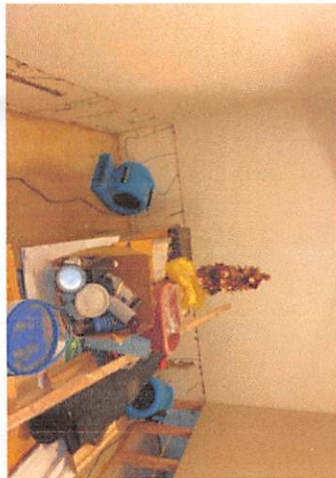
Wisconsin Statute section 893.80(1d)(a) requires that "Within 120 days after the happening of the event giving rise to the claim, written notice of the circumstances of the claim signed by the party, agent or attorney" must be served on the clerk of City of Sheboygan.

Thereafter, according to Wisconsin Statute section 893.80(1d)(b), a claim containing the address of the claimant and an itemized statement of the relief sought must be presented to the City of Sheboygan Clerk.

This document serves as the notice of claim, discussed above.







II

R. O. No. 14 - 22 - 23. By CITY CLERK. May 16, 2022.

Submitting various license applications.

City Clerk

SIDEWALK CAFE (April 14, 2023)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3484	Jimmy Johns	506 S. 8 th Street

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3404	Scenic Bar & Restaurant	1635 Indiana Avenue - Current Premise to include a 20 x 60 area of parking lot Southeast and Southwest corners to Northeast to Northwest corners for two day event 6/25/2022 - 6/26/2022.

"CLASS A" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi Inc Wisconsin (Aldi #94)	919 S. Taylor Drive
3245	Skogens Foodliner Inc. (Festival Foods)	595 S. Taylor Drive
2532	Fischer's Food & Liquor LLC (Fischer's Food & Liquor)	4554 S. 12 th Street
3381	Meijer Stores Limited Partnership (Meijer Store #305)	924 N. Taylor Drive
3132	Ultimate Mart LLC Owned by Roundy (Pick 'N Save #432)	1317 N. 25 th Street
3187	Ananda Marketing LLC (Sheboygan Liquor Depot)	810 N. 14 th Street
3517	Union Asian Market LLC	2022 S. 17 th Street

LHPS

(Union Asian Market)

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2984	Jai Marketing LLC (Everest Enterprises)	1710 Indiana Avenue
3476	Meharjot Investment LLC (Gill C-Store)	610 S. 14 th Street
3496	Goodside Grocery Food Co-Op (Goodside Grocery Food)	1131 N. 8 th Street
3382	Meijer Stores Limited Partnership (Meijer Gas Station #305)	902 N. Taylor Drive
3287	Sheboygan Minimart LLC (Sheboygan BP)	1030 S. 14 th Street

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3147	Wisconsin CVS Pharmacy, LLC (CVS Pharmacy #10549)	1108 N. 14 th Street
3526	Fast Fill Inc. (Fast Fill)	1508 S. 8 th Street
3192	Founder Three Management Company (Harbor Centre Marina)	821 Broughton Drive
3243	Harbor Petroleum LLC (Sheboygan Harbor Petro)	905 Indiana Avenue
3522	Speedup 7 LLC (Speedup 7)	1006 Geele Avenue
3523	Speedup 9, LLC (Speedup 9)	1230 N. Taylor Drive
3525	Speedup 11, LLC (Speedup 11)	1211 Weeden Creek Road
2710	Vish LLC (The Pig Stop)	2917 N. 15 th Street
3007	Ananda Marketing LLC (Tidy Store of Sheboygan)	810 N. 14 th Street
3490	Kasturi Marketing LLC (Union Avenue BP)	1208 Union Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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3478 Bar 9 LLC 1034 Michigan Avenue
(Bar 9)
3540 North Shore Property Management, Inc. 510 S. Pier Drive
(North Shore Nook)

"CLASS B" LIQUOR LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3389	Al & Al's Inc. (Al & Al's)	1502 S. 12 th Street
3461	HCM Hospitality LLC (Bar 43 At Harbor Center Marina)	821 Broughton Drive
3254	Bookworm Gardens Inc (Bookworm Gardends)	1415 Campus Drive
2762	Markevitch's Braveheart Pub LLC (Braveheart Pub)	2120 Calumet Drive
1040	Tankard Inc. (Brennans on Michigan)	1101 Michigan Avenue
3146	Bump's Grill Tavern LLC (Bump's Grill Tavern)	1902 S. 12 th Street
1089	Daves Whos Inn Inc. (Daves Whos Inn)	835 Indiana Avenue
3536	Denny's Bar LLC (Denny's Bar)	2140 Calumet Drive
3515	Sack Realty LLC (Dog House)	2123 N. 15 th Street
2373	Maltscoop Corp (The Duke Of Devon)	739 Riverfront Drive
1525	Shar, Inc. (Fountain Park Lounge)	922 N. 8 th Street
2487	JKR Pub & Grille, Inc. (Frankies Pub & Grill)	2218 Indiana Avenue
3136	Sack Realty LLC (Franks Place)	3023 N. 15 th Street
1799	James T Passmore (George Michaels)	513 N. 8 th Street
3117	Harbor Lights Two LLC (Harbor Lights)	434 Pennsylvania Avenue
2949	Prohibition Bistro Inc. (Harrys Prohibition Bistro)	668 South Pier Drive
2849	Hops Haven, LLC (Hops Haven)	1327 N. 14 th Street
1926	Trattoria Stefano Inc. (Il Ritrovo)	515 S. 8 th Street
2726	John Michael Kohler Arts Center (John Michael Kohler Arts)	608 New York Avenue

3434 John Michael Kohler Arts Center (John Michael Kohler Art Preserve)	3636 Lower Falls Road
3333 Kohler Company (Kohler Co.)	Golf Course
1199 Playdium Lanes of Sheboygan, Inc. (Lakeshore Lanes)	2519 S. Business Drive
3271 Sheboygan Tavern Enterprises LLC (Limelight Pub)	1702 S. 17 th Street
3448 Sheboygan Axe Bar LLC (Longhouse Axe Bar)	1133 Indiana Avenue
1795 Luigis Italian Restaurant (Luigis Italian Restaurant)	2910 Kohler Memorial Drive
1226 Judith A Meyer (Meyers Lakeview Pub)	550 Wilson Avenue
3475 Jncortez LLC (Mi Ranchito)	1235 Indiana Avenue
2301 One More Time, LLC (MOJO)	1235 Pennsylvania Avenue
3487 New Jersey East Properties LLC (My Place Bar and Grill)	1515 New Jersey Avenue
3435 Nine O Two LLC (Nine-O-Two)	902 Indiana Avenue
1699 Erin M Hutton (On The House)	1153 High Avenue
3217 Viand Hospitality LLC (Parker Johns BBQ & Pizza)	705 Riverfront Drive
2563 DTG LLC (Penn Ave Pub)	827 Pennsylvania Avenue
1267 Richard C Lambrecht (Poor Richards)	1105 Geele Avenue
3001 Ranieri, LLC (Ranieri's Four of a Kind)	811 Indiana Avenue
1303 Richard W Rupp, Inc. (Rupps Downtown)	925 N. 8 th Street
3404 Sheboygan Scenic Bar LLC (Scenic Bar)	1635 Indiana Avenue
3504 Screammers II LLC (Screammers)	2201 N. 15 th Street
3248 Seeboth Delicatessen LLC (Seeboth Delicatessen)	1501 S. 8 th Street
3325 Power Pubs, LLC (Sheboygan Biergarten)	511 Kiwanis Park Drive
1337 Sheboygan Elks Lodge #299 (Sheboygan Elks Lodge #299)	1943 Erie Avenue
1286 Riverside Boat Club Inc. (CLUB) (Sheboygan Riverside Boat Club)	1228A Wisconsin Avenue
1353 Sheboygan Yacht Club Inc.	214 Pennsylvania Avenue

(Sheboygan Yacht Club)	
3479 Stefano's Slo Food Market LLC (Stefano's Slo Food Market)	731 Pennsylvania Avenue
3162 K & M Solutions, LLC (Sundance Saloon)	1509 S. 12 th Street
3186 Lehmann LLC (Suscha's Bar)	1054 Pennsylvania Avenue
2020 Terry A Lawrence (Terrys)	1028 Lincoln Avenue
2193 The Kaddyshack LLC (The Kaddyshack)	1502 S. 13 th Street
1892 1909 Union Avenue, Inc. (The Northwestern House)	1909 Union Avenue
2921 The Walkabout LLC (The Walkabout)	2401 Calumet Drive
1411 Tommys Inc. (Tommys Bar)	2335 N. 15 th Street
1412 Trattoria Stefano Inc. (Trattoria Stefano)	522 S. 8 th Street
3307 Umi Sushi & Steak House Inc. (Umi Sushi & Steak House)	519 N. 8 th Street
3373 Union Tap Bar LLC (Union Tap Bar)	1401 Union Avenue
3119 Sheboygan Entertainment LLC (Vibez Bar)	2513 S. 8 th Street
2100 Final Quest LLC (Whats Up)	1635 Michigan Avenue
3250 Final Quest LLC (Work Zone Bar and Grill)	4604 S. Business Drive
3538 Jai Marketing LLC (Work Zone Bar and Grill)	4604 S. Business Drive

CLASS "B" BEER LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3362	Jai Marketing LLC (Jay's)	1710 Indiana Avenue
1328	Sheboygan Athletic Club (Sheboygan Athletic Club)	2338 New Jersey Avenue

CLASS "B" BEER LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3542	Cocina Mi Familia LLC (Cocina Mi Familia)	1423 Union Avenue

"CLASS C" LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3542	Cocina Mi Familia LLC (Cocina Mi Familia)	1423 Union Avenue

CLASS "B" BEER LICENSE (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3542	Cocina Mi Familia LLC (Cocina Mi Familia)	1423 Union Avenue
3531	Harbor Petroleum LLC (Harbor Bar and Grill)	905 Indiana Avenue
3034	Family Entertainment, LLC (Marc Cinemas)	3226 Kohler Memorial Drive
3018	Tina Nguyen (Pho VN)	2209 S. Business Drive
3407	Two Fingers LLC (Taqueria Sheboygan)	1410 Indiana Avenue
3358	Athanasios Inc. (The Greek Corner)	1402 S. 8 th Street

"CLASS C" LICENSE (June 30, 2023) (RENEW)

3542	Cocina Mi Familia LLC (Cocina Mi Familia)	1423 Union Avenue
3531	Harbor Petroleum LLC (Harbor Bar and Grill)	905 Indiana Avenue
3034	Family Entertainment, LLC (Marc Cinemas)	3226 Kohler Memorial Drive
3018	Tina Nguyen (Pho VN)	2209 S. Business Drive
3407	Two Fingers LLC (Taqueria Sheboygan)	1410 Indiana Avenue
3358	Athanasios Inc. (The Greek Corner)	1402 S. 8 th Street

CIGARETTE/TOBACCO (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3387	Sheboygan Vapor	3116 S. Business Drive

II

R. O. No. 15 - 22 - 23. By CITY CLERK. May 16, 2022.

Submitting various license applications.

City Clerk

CHANGE OF PREMISE

No. Name

Address

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/7/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/14/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/21/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th

LHPS

Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 6/28/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 7/5/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 7/12/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 7/19/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise,

the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 7/26/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/2/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/9/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/16/22: Temporarily add to the existing premises the area within the following four points: The north

west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/23/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2085 Legend Larry's

733 Pennsylvania Avenue - One day event to be held 8/30/22: Temporarily add to the existing premises the area within the following four points: The north west corner of the existing premise, the south west corner of the exiting premise, the point at the center of 8th Street west of the south west corner of the Legend Larry's building, and the center of 8th Street where 8th meets Pennsylvania Ave's south edge.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 6/23/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue), And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 6/30/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue),

And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 7/7/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue), And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - Two day event to be held 7/16/22 and 7/17/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue), and the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 7/21/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue), And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 7/28/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue), And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 8/4/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin Avenue, 6th Street, & New York Avenue), And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be held 8/11/22: to include all of JMKAC grounds, JMKAC circle driveway, JMKAC parking lot, the four streets surrounding the Arts Center (7th Street, Wisconsin

Avenue, 6th Street, & New York Avenue),
And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be
held 8/18/22: to include all of JMKAC
grounds, JMKAC circle driveway, JMKAC
parking lot, the four streets surrounding
the Arts Center (7th Street, Wisconsin
Avenue, 6th Street, & New York Avenue),
And the City Green.

2726 John Michael Kohler
Arts Center

608 New York Avenue - One day event to be
held 6/25/22: to include the City Green
and 7th Street between New York Avenue
and Wisconsin Avenue.

Res. No. 17 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.
May 16, 2022.

A RESOLUTION amending Res. No. 73-21-22 adopted on October 18, 2021 establishing the ward boundaries for the City of Sheboygan;

WHEREAS, on October 18, 2021 the Common Council, via Res. No. 73-21-22, established ward and district boundaries based on the 2020 federal decennial census; and

WHEREAS, on March 3, 2022, the Wisconsin Supreme Court, as part of an original action brought by a group of voters seeking to remedy malapportionment of State Assembly and Senate districts, issued an order selecting maps proposed by the Governor (*Johnson v. Wisconsin Elections Commission*, 2022 WI 14); said maps did not conflict with the ward and district boundaries created by the Common Council; and

WHEREAS, on March 23, 2022, the Supreme Court of the United States, in *Wisconsin Legislature, et al v. Wisconsin Elections Commission, et al*, 595 U.S. ____ (2022), overturned the decision of the Wisconsin Supreme Court and remanded the matter back to that court for further proceedings not inconsistent with its opinion in the matter; and

WHEREAS, on April 15, 2022, the Wisconsin Supreme Court, in response to the decision of the Supreme Court of the United States, published an opinion and decision adopting state legislative district maps drawn by the Wisconsin Legislature (*Johnson v. Wisconsin Elections Commission II*, 2022 WI 19); and

WHEREAS, pursuant to Section 5.15(4)(a), Wisconsin Statutes, if the legislature, in an act redistricting legislative district under article IV, section 3, of the constitution, or in redistricting congressional districts, establishes a district boundary within a municipality that does not coincide with the boundary of a ward established under the ordinance or resolution of the municipality, the municipal governing body shall, no later than April 10 of the 2nd year following the year of the federal decennial census on which the act is based, amend the ordinance or resolution to the extent required by the act; and

WHEREAS, the selected state Assembly maps split three of the ward boundaries adopted by Res. No. 73-21-22; and

WHEREAS, the decision of the Wisconsin Supreme Court came after the statutory deadline for amending Res. No. 73-21-22; as such municipalities are advised to make the necessary changes to create and approve new ward lines and names for the newly split wards as soon as possible; and

WHEREAS, pursuant to Section 5.15(4)(a), Wisconsin Statutes, an amended

ordinance or resolution establishing ward and district boundaries shall designate the polling place for any ward that is created to effect the legislative act;

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby divided into twenty (23) wards, voting at ten (10) polling locations, the boundaries of which are described as follows:

WARD 1 - DISTRICT 1 - (NO CHANGE)

POLLING LOCATION: EVANGELICAL FREE CHURCH

Beginning at the intersection of North Avenue and North 25th Street, thence Westerly and Southwesterly on North Avenue to the West City Limits line; thence following said City Limits line to the South, East, North, and West to the Southeast corner of Parcel ID 59024347674; thence Westerly along the South line of said Parcel ID 59024347674, a distance of 18 feet, more or less, to the Northerly extension of the centerline of North 36th Street; thence Southerly, along said Northerly extension, to the intersection of Saemann Avenue and North 36th Street; thence Easterly on Saemann Avenue to its intersection with North 25th Street; thence Northerly on North 25th Street to its intersection with North Avenue and the Point of Beginning.

WARD 2 - DISTRICT 1 - (NO CHANGE)

POLLING LOCATION: HUMANE SOCIETY OF SHEBOYGAN COUNTY

Beginning at the intersection of North Avenue and North 13th Street, thence Northerly on North 13th Street to Eisner Avenue; thence Westerly on Eisner Avenue to its intersection with North 14th Street; thence Northerly on North 14th Street to the North City Limits line; thence following said City Limits line to the West, North, East, and South to a point on the centerline of North Avenue 135 feet, more or less, West of the West right of way line of North Taylor Drive; thence Easterly and Northeasterly on North Avenue to its intersection with North 13th Street and the Point of Beginning.

WARD 3 - DISTRICT 2 - (NO CHANGE)

POLLING LOCATION: FIRST CONGREGATIONAL CHURCH

Beginning at the intersection of Bell Avenue and North 13th Street, thence Northerly on North 13th Street to its intersection with Annie Court; thence Westerly on Annie Court to its intersection with North 15th Street; thence Northerly on North 15th Street to its intersection with North Avenue; thence Easterly on North Avenue to its intersection with North 13th Street; thence Northerly on North 13th Street to its intersection with Eisner Avenue; thence Westerly on Eisner Avenue to its intersection with North 14th Street; thence Northerly on North 14th Street to its intersection with the North City Limits line; thence following said City Limits line to the

North, East, South, and West to the intersection of the East right of way line of North 10th Street and North right of way line of Eisner Avenue; thence Easterly on said North right of way line of Eisner Avenue to the East line of Parcel ID 59024346490; thence Southerly on said East line of Parcel ID 59024346490 to the Southeast corner of said Parcel ID 59024346490; thence Southeasterly and Southerly on Eisner Avenue and North 8th Street to its intersection with North Avenue; thence Westerly on North Avenue to its intersection with North 9th Street; thence Southerly on North 9th Street to its intersection with Bell Avenue; thence Westerly on Bell Avenue to its intersection with North 13th Street and the Point of Beginning.

WARD 4 - DISTRICT 2 - (NO CHANGE)

POLLING LOCATION: FIRST CONGREGATIONAL CHURCH

Beginning at the intersection of the Westerly Lake Michigan shoreline and the Easterly extension of Superior Avenue, thence Westerly on Superior Avenue, and its Easterly extension, to its intersection with North 2nd Street; thence Northerly on North 2nd Street to its intersection with Prospect Avenue; thence Westerly on Prospect Avenue to its intersection with North 3rd Street; thence Northerly on North 3rd Street to its intersection with Bluff Avenue; thence Westerly on Bluff Avenue to its intersection with North 6th Street; thence Southerly on North 6th Street to its intersection with Bluff Avenue (heading Westerly); thence Westerly on Bluff Avenue to its intersection with North 7th Street; thence Northerly on North 7th Street to its intersection with Geele Avenue; thence Westerly on Geele Avenue to its intersection with North 9th Street; thence Northerly on North 9th Street to its intersection with North Avenue; thence Easterly on North Avenue to its intersection with North 8th Street; thence Northerly and Northwesterly on North 8th Street and Eisner Avenue to its intersection with the Southerly extension of the East line of Parcel ID 59024346490; thence Northerly along said Southerly extension of the East line of Parcel ID 59024346490 to the North City Limits line; thence following said City Limits line to the North, East, South, and West to the Westerly Lake Michigan shoreline; thence following said Westerly Lake Michigan shoreline to the South, East, North, and West to its intersection with said Easterly extension of Superior Avenue and the Point of Beginning.

WARD 5 - DISTRICT 3 - (NO CHANGE)

POLLING LOCATION: FIRST CONGREGATIONAL CHURCH

Beginning at the intersection of Superior Avenue and North 2nd Street, thence Westerly on Superior Avenue to its intersection with North 10th Street; thence Northerly on North 10th Street to its intersection with Bluff Avenue; thence Easterly on Bluff Avenue to its intersection with North 9th Street; thence Northerly on North 9th Street to its intersection with Geele Avenue; thence Easterly on

Geele Avenue to its intersection with North 7th Street; thence Southerly on North 7th Street to its intersection with Bluff Avenue; thence Easterly on Bluff Avenue to its intersection with North 6th Street; thence Northerly on North 6th Street to its intersection with Bluff Avenue (heading Easterly); thence Easterly on Bluff Avenue to its intersection with North 3rd Street; thence Southerly on North 3rd Street to its intersection with Prospect Avenue; thence Easterly on Prospect Avenue to its intersection with North 2nd Street; thence Southerly on North 2nd Street to its intersection with Superior Avenue and the Point of Beginning.

WARD 6 - DISTRICT 3 - (NO CHANGE)

POLLING LOCATION: FOUNTAIN PARK METHODIST CHURCH

Beginning at the intersection of the Easterly extension of Superior Avenue and the Westerly Lake Michigan shoreline, thence following said Westerly Lake Michigan shoreline to the South, West, North, and East to its intersection with the Easterly extension of Pennsylvania Avenue; thence Westerly on Pennsylvania Avenue, and its Easterly extension, to its intersection with North 8th Street; thence Northerly on North 8th Street to its intersection with Niagara Avenue; thence Westerly on Niagara Avenue to its intersection with North 10th Street; thence Northerly on North 10th Street to its intersection with Michigan Avenue; thence Westerly on Michigan Avenue to its intersection with North 11th Street; thence Northerly on North 11th Street to its intersection with Superior Avenue; thence Easterly on Superior Avenue and its Easterly extension to their intersection with the Westerly Lake Michigan shoreline and the Point of Beginning.

WARD 7 - DISTRICT 4 - (NO CHANGE)

POLLING LOCATION: EVANGELICAL FREE CHURCH

Beginning at the intersection of North Avenue and North 15th Street, thence Southerly on North 15th Street to its intersection with Annie Court; thence Easterly on Annie Court to its intersection with North 13th Street; thence Southerly on North 13th Street to its intersection with Heermann Court; thence Westerly on Heermann Court to its intersection with North 15th Street; thence Southerly and Southwesterly on North 15th Street to its intersection with Calumet Drive; thence Southeasterly on Calumet Drive to its intersection with Saemann Avenue; thence Westerly on Saemann Avenue to its intersection with North 18th Street (heading Northerly); thence Northerly on North 18th Street to its intersection with Cleveland Avenue; thence Westerly on Cleveland Avenue to its intersection with North 25th Street; thence Northerly on North 25th Street to its intersection with North Avenue; thence Easterly on North Avenue to its intersection with North 15th Street and the Point of Beginning.

WARD 8 - DISTRICT 4 - (NO CHANGE)

POLLING LOCATION: EVANGELICAL FREE CHURCH

Beginning at the intersection of Superior Avenue and North 10th Street, thence Westerly on Superior Avenue to its intersection with North 16th Street; thence Northerly on North 16th Street to its intersection with Saemann Avenue; thence Easterly on Saemann Avenue to its intersection with Calumet Drive; thence Northwesterly on Calumet Drive to its intersection with North 15th Street; thence Northeasterly and Northerly on North 15th Street to its intersection with Heermann Court; thence Easterly on Heermann Court to its intersection with North 13th Street; thence Northerly on North 13th Street to its intersection with Bell Avenue; thence Easterly on Bell Avenue to its intersection with North 9th Street; thence Southerly on North 9th Street to its intersection with Bluff Avenue; thence Westerly on Bluff Avenue to its intersection with North 10th Street; thence Southerly on North 10th Street to its intersection with Superior Avenue and the Point of Beginning.

WARD 9 - DISTRICT 5 - (REVISED)

POLLING LOCATION: FIRST UNITED LUTHERAN CHURCH

Beginning at the intersection of North 22nd Street and Saemann Avenue, thence Southerly on North 22nd Street to its intersection with Superior Avenue; thence Westerly on Superior Avenue to the West City Limits line; thence following along said City Limits line to the North, West, South, and East to the intersection of the Northerly extension of North 36th Street and the South line of Parcel ID 59024347674; thence Southerly on said Northerly extension of North 36th Street to its intersection with Saemann Avenue; thence Easterly and Southeasterly on Saemann Avenue to its intersection with North 22nd Street and the Point of Beginning.

WARD 10 - DISTRICT 5 - (REVISED)

POLLING LOCATION: FIRST UNITED LUTHERAN CHURCH

Beginning at the intersection of Superior Avenue and North 14th Street, thence Southerly on North 14th Street to its intersection with Michigan Avenue; thence Westerly on Michigan Avenue to its intersection with North 17th Street; thence Southerly on North 17th Street to its intersection with Erie Avenue; thence Westerly on Erie Avenue to its intersection with the Northerly extension of North 18th Street; thence Southerly on North 18th Street, and its Northerly extension, to its intersection with North Wildwood Avenue; thence Southwesterly on North Wildwood Avenue and South Wildwood Avenue to their intersection with New Jersey Avenue; thence Southwesterly on New Jersey Avenue to its intersection with South Taylor Drive; thence Southerly on South Taylor Drive to its intersection with the West City Limits line, which is 110 feet, more or less, Southerly of Indiana Avenue; thence following said City Limits line to the West, South, East, and North to its intersection with Superior Avenue;

thence Easterly and Southeasterly on Superior Avenue to its intersection with North 14th Street and the Point of Beginning.

Excluding therefrom any, and all, Town of Sheboygan parcels lying within the previously described area. Also excluding therefrom, all land described in the City of Sheboygan annexation document filed as General Ordinance 27-11-12 and recorded in the Sheboygan County Register of Deeds Office as Document 1931964. Also excluding therefrom, Lot 1 of a Certified Survey Map recorded in Volume 7 of Certified Survey Maps on Page 236 as Document 1127505 in the Sheboygan County Register of Deeds Office, and the Wilgus Avenue and North 36th Street right of ways to the North and East of said Lot 1. This Lot is located at the Southwest corner of Wilgus Avenue and North 36th Street and is known as Parcel number 59281215817.

WARD 11 - DISTRICT 6 - (NO CHANGE)

POLLING LOCATION: KIWANIS FIELDHOUSE

Beginning at the intersection of North 14th Street and Michigan Avenue, thence Southerly on North 14th Street to its intersection with South Business Drive; thence Southwesterly on South Business Drive to its intersection with Georgia Avenue; thence Westerly and Southwesterly on Georgia Avenue to its intersection with South 23rd Street; thence Northerly on South 23rd Street to its intersection with Indiana Avenue; thence Southwesterly on Indiana Avenue to its intersection with the West City Limits line; thence following said City Limits line to the North, West, South, and East to its intersection with South Taylor Drive; thence Northerly on South Taylor Drive to its intersection with New Jersey Avenue; thence Northeasterly on New Jersey Avenue to its intersection with South Wildwood Avenue; thence Northeasterly on South Wildwood Avenue and North Wildwood Avenue to their intersection with North 18th Street; thence Northerly on North 18th Street, and its Northerly extension, to their intersection with Erie Avenue; thence Easterly on Erie Avenue to its intersection with North 17th Street; thence Northerly on North 17th Street to its intersection with Michigan Avenue; thence Easterly on Michigan Avenue to its intersection with North 14th Street and the Point of Beginning.

WARD 12 - DISTRICT 6 - (NO CHANGE)

POLLING LOCATION: GOOD SHEPHERD LUTHERAN CHURCH

Beginning at the intersection of Georgia Avenue and South 17th Street, thence Southerly and Southwesterly on South 17th Street to its intersection with Union Avenue; thence Westerly on Union Avenue to its intersection with the Southerly extension of the West line of Parcel ID 59281431063 and the West City Limits line; thence following said City Limits line to the North, East, South, and West to its intersection with Indiana Avenue, which is 147 feet, more or less,

Southwesterly of South 24th Street; thence Northeasterly on Indiana Avenue to its intersection with South 23rd Street; thence Southerly on South 23rd Street to its intersection with Georgia Avenue; thence Northeasterly and Easterly on Georgia Avenue to its intersection with South 17th Street and the Point of Beginning.

WARD 13 - DISTRICT 7 - (NO CHANGE)

POLLING LOCATION: MEAD PUBLIC LIBRARY

Beginning at the intersection of Superior Avenue and North 11th Street, thence Southerly on North 11th Street to its intersection with Michigan Avenue; thence Easterly on Michigan Avenue to its intersection with North 10th Street; thence Southerly on North 10th Street to its intersection with Niagara Avenue; thence Easterly on Niagara Avenue to its intersection with North 8th Street; thence Southerly on North 8th Street and South 8th Street to their intersection with Indiana Avenue; thence Westerly on Indiana Avenue to its intersection with South 14th Street; thence Northerly on South 14th Street and North 14th Street to their intersection with Superior Avenue; thence Easterly on Superior Avenue to its intersection with North 11th Street and the Point of Beginning.

WARD 14 - DISTRICT 7 - (NO CHANGE)

POLLING LOCATION: MEAD PUBLIC LIBRARY

Beginning at the intersection of Pennsylvania Avenue and South 8th Street, thence Easterly on Pennsylvania Avenue, and its Easterly extension, to its intersection with the Westerly Lake Michigan shoreline; thence following said Westerly Lake Michigan shoreline to the South, East, North, and West to its intersection with the Easterly extension of Broadway; thence Westerly on Broadway, and its Easterly extension, to its intersection with South 14th Street; thence Northerly on South 14th Street to its intersection with Georgia Avenue; thence Westerly on Georgia Avenue to its intersection with South Business Drive; thence Northeasterly on South Business Drive to its intersection with South 14th Street; thence Northerly on South 14th Street to its intersection with Indiana Avenue; thence Easterly on Indiana Avenue to its intersection with South 8th Street; thence Northerly on South 8th Street to its intersection with Pennsylvania Avenue and the Point of Beginning.

WARD 15 - DISTRICT 8 - (NO CHANGE)

POLLING LOCATION: GOOD SHEPHERD LUTHERAN CHURCH

Beginning at the intersection of Georgia Avenue and South 17th Street, thence Easterly on Georgia Avenue to its intersection with South 14th Street; thence Southerly on South 14th Street to its intersection with Broadway; thence Easterly on Broadway, and its Easterly extension, to their intersection with the Westerly Lake Michigan shoreline; thence Southerly on said Westerly Lake Michigan

shoreline to its intersection with the Easterly extension of Union Avenue; thence Westerly on Union Avenue, and its Easterly extension, to its intersection with South 17th Street; thence Northeasterly and Northerly on South 17th Street to its intersection with Georgia Avenue and the Point of Beginning.

WARD 16 - DISTRICT 8 - (NO CHANGE)

POLLING LOCATION: BETHANY REFORMED CHURCH

Beginning at the intersection of Union Avenue and Henry Street, thence Easterly on Union Avenue, and its Easterly extension, to their intersection with the Westerly Lake Michigan shoreline; thence Southerly on said Westerly Lake Michigan shoreline to its intersection with the South line of Parcel ID 59281321170 and the South City Limits line; thence following said City Limits line to the West and North to the North corner of Parcel ID 59030450321; thence Northwesterly on Greenfield Avenue to its intersection with South 9th Street; thence Northerly on North 9th Street to its intersection with Washington Avenue; thence Westerly on Washington Avenue to its intersection with South 10th Street; thence Northerly on South 10th Street to its intersection with Wilson Avenue; thence Westerly on Wilson Avenue to its intersection with Henry Street; thence Northerly on Henry Street to its intersection with Union Avenue and the Point of Beginning.

WARD 17 - DISTRICT 9 - (REVISED)

POLLING LOCATION: GOOD SHEPHERD LUTHERAN CHURCH

Beginning at the intersection of Union Avenue and Henry Street, thence Southerly on Henry Street to its intersection with Wilson Avenue; thence Westerly on Wilson Avenue to its intersection with South Business Drive; thence Southwesterly on South Business Drive to its intersection with Washington Avenue; thence Westerly and Southwesterly on Washington Avenue to its intersection with the West City Limits line; thence following said City Limits line to the North, East, South, and West to its intersection with Union Avenue, which is 1,240 feet, more or less, Westerly of South 26th Street; thence Easterly on Union Avenue to its intersection with Henry Street and the Point of Beginning.

Excluding therefrom, parcels "A", "B", and "C" as described in the City of Sheboygan annexation document filed as General Ordinance 11-17-18 and recorded in the Sheboygan County Register of Deeds Office as Document 2046617.

WARD 18 - DISTRICT 9 - (NO CHANGE)

POLLING LOCATION: BETHANY REFORMED CHURCH

Beginning at the intersection of Wilson Avenue and South 10th Street, thence Southerly on South 10th Street to its intersection with

Washington Avenue; thence Easterly on Washington Avenue to its intersection with South 9th Street; thence Southerly on South 9th Street to its intersection with Greenfield Avenue; thence Westerly on Greenfield Avenue to its intersection with South 12th Street; thence Southerly on South 12th Street to its intersection with Carmen Avenue; thence Westerly on Carmen Avenue to its intersection with South 18th Street; thence Northerly on South 18th Street to its intersection with Washington Avenue; thence Westerly on Washington Avenue to its intersection with South Business Drive; thence Northeasterly on South Business Drive to its intersection with Wilson Avenue; thence Southeasterly and Easterly on Wilson Avenue to its intersection with South 10th Street and the Point of Beginning.

WARD 19 - DISTRICT 10 - (NO CHANGE)

POLLING LOCATION: CHRIST LUTHERAN CHURCH

Beginning at the intersection of Washington Avenue and South Taylor Drive, thence Easterly and Northeasterly on Washington Avenue to its intersection with South 18th Street; thence Southerly on South 18th Street to its intersection with Camelot Boulevard; thence Westerly on Camelot Boulevard to its intersection with South Business Drive; thence Southwesterly on South Business Drive to its intersection with Moenning Road; thence Easterly and Southerly on Moenning Road to its intersection with Stahl Road; thence Westerly on Stahl Road to its intersection with South Business Drive; thence Southwesterly on South Business Drive to its intersection with the Easterly extension of the South line of Parcel ID 59281470992; thence Westerly on the South line of Parcel ID 59281470992, and its Easterly extension, and the South line of Parcel ID 59281470991, and its Westerly extension, to the Easterly right of way line of Interstate "43"; thence Northerly on said Easterly right of way line of Interstate "43" to its intersection with Weeden Creek Road; thence Westerly on Weeden Creek Road to its intersection with the Easterly right of way line of the Union Pacific Railroad; thence Northeasterly on said Easterly right of way line of the Union Pacific Railroad to its intersection with said Easterly right of way line of Interstate "43"; thence Northerly on said Easterly right of way line of Interstate "43" to Washington Avenue; thence Easterly on Washington Avenue to its intersection with South Taylor Drive and the Point of Beginning. Excluding therefrom any, and all, Town of Wilson parcels lying within the previously described area.

WARD 20 - DISTRICT 10 - (NO CHANGE)

POLLING LOCATION: CHRIST LUTHERAN CHURCH

Beginning at the intersection of South Business Drive and Camelot Boulevard, thence Easterly and Southeasterly on Camelot Boulevard to its intersection with South 18th Street; thence Northeasterly on South 18th Street to its intersection with Carmen Avenue; thence

Easterly on Carmen Avenue to its intersection with South 12th Street; thence Northerly on South 12th Street to its intersection with Greenfield Avenue; thence Easterly and Southeasterly on Greenfield Avenue to its intersection with the South City Limits line and the North corner of Parcel ID 59030450321; thence following said City Limits line to the West, South, East, and North to the intersection of Stahl Road and Moenning Road; thence Northerly and Westerly on Moenning Road to its intersection with South Business Drive; thence Northeasterly on South Business Drive to its intersection with Camelot Boulevard and the Point of Beginning. Also including the City of Sheboygan's Indian Mound Park (Parcel ID 59281326029). Excluding therefrom any, and all, Town of Wilson parcels lying within the previously described area.

WARD 21 - DISTRICT 5 - (NEW - WARD 9 SPLIT)

POLLING LOCATION: FIRST UNITED LUTHERAN CHURCH

Beginning at the intersection of North 25th Street and Cleveland Avenue, thence Easterly on Cleveland Avenue to its intersection with North 18th Street; thence Southerly on North 18th Street to its intersection with Saemann Avenue; thence Easterly on Saemann Avenue to its intersection with North 16th Street; thence Southerly on North 16th Street to its intersection with Superior Avenue; thence Westerly and Northwesterly on Superior Avenue to its intersection with North 22nd Street; thence Northerly on North 22nd Street to its intersection with Saemann Avenue; thence Westerly and Northwesterly on Saemann Avenue to its intersection with North 25th Street; thence Northerly on North 25th Street to its intersection with Cleveland Avenue and the Point of Beginning.

WARD 22 - DISTRICT 5 - (NEW - WARD 10 SPLIT)

POLLING LOCATION: FIRST UNITED LUTHERAN CHURCH

All land described in the City of Sheboygan annexation document filed as General Ordinance

27-11-12 and recorded in the Sheboygan County Register of Deeds Office as Document 1931964. Said land is described as follows: Lot 25 except the North 112 feet, and all of Lot 26 of the Plat of Greendale Park, and part of the Northwest 1/4 of the Southeast 1/4, part of the Southeast 1/4, part of the Southwest 1/4 of the Southeast 1/4, part of the Northeast 1/4 of the Southwest 1/4, part of the Southeast 1/4 of the Southwest 1/4, all located in Section 21, Town 15 North, Range 23 East, also part of the Northeast 1/4 of the Northeast 1/4, and part of the Northeast 1/4 of the Northwest 1/4, all located in Section 28, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows: Commencing at the Southwest corner of said Section 21, thence North 87°50'19" East along the South line of the Southwest 1/4 of said Section 21, 564.90 feet to the East line of Greendale Road, said

point being the Point of Beginning; thence North $00^{\circ}44'43''$ East along said East line, 217.70 feet; thence

South $89^{\circ}30'03''$ East, 757.66 feet to the West line of the East 1/2 of the Southwest 1/4 of Section 21; thence North $00^{\circ}31'13''$ East along said West line, 1712.90 feet to a point 10 feet South of the South line of Erie Avenue; thence Easterly 294.94 feet along the arc of a curve

10 feet South of and parallel to said South right of way having a radius of 1940.65 feet and a chord bearing North $77^{\circ}58'12''$ East, 294.62 feet to a point 10 feet West of the West line of a Certified Survey Map recorded in Volume 13 on Page 258 of Certified Surveys; thence

South $00^{\circ}16'21''$ East, 10 feet West of and parallel to the West line of said Certified Survey Map, 674.13 feet; thence North $85^{\circ}08'16''$ East, 10 feet South of and parallel to the South line of said Certified Survey Map, 1210.79 feet to a point 10 feet West of the Southwesterly right of way for South Taylor Drive; thence South $32^{\circ}44'10''$ East parallel to said Southwesterly line, 93.39 feet; thence South $78^{\circ}05'25''$ East parallel to said Southwesterly line, 80.02 feet; thence South $34^{\circ}33'07''$ East parallel to said Southwesterly line, 492.85 feet; thence

South $00^{\circ}26'28''$ West parallel to said Southwesterly right of way, 186.09 feet; thence

South $62^{\circ}37'27''$ East parallel to said Southwesterly right of way, 14.52 feet; thence

South $42^{\circ}42'19''$ West, 481.55 feet; thence South $01^{\circ}16'53''$ West, 294.76 feet to the South line of the Southeast 1/4 of said Section 21;

thence South $88^{\circ}43'07''$ East along said South line, 310.00 feet; thence North $01^{\circ}16'53''$ East, 599.99 feet; thence North $42^{\circ}16'19''$ East, 55.81 feet to a point 10 feet Southwest of the Southwesterly right of way for South Taylor Drive; thence South $62^{\circ}37'27''$ East, 10 feet

Southwesterly of said Southwesterly line, 128.01 feet; thence South $34^{\circ}34'43''$ East, 10 feet Southwesterly of said Southwesterly right of way line, 236.15 feet; thence North $55^{\circ}26'47''$ East, 10.00 feet to the Southwesterly right of way for South Taylor Drive; thence South

$34^{\circ}34'43''$ East along said right of way, 263.82 feet; thence South $47^{\circ}56'01''$ East along said Southwesterly right of way, 129.27 feet to a point of non-tangent curvature; thence Southeasterly along said Southwesterly line 385.17 feet along the arc of a curve to the right having a radius of 2078.59 feet, a chord bearing of South $29^{\circ}16'20.5''$ East and a chord length of 384.62 feet to the East line of Northwest 1/4 of the Northeast 1/4 of said Section 28; thence South $00^{\circ}37'12''$ West along said East line, 1112.18 feet to the Southerly line of the Union Pacific Railroad; thence North $76^{\circ}17'45''$ West along said Southerly line, 40.00 feet; thence

South 13°52'15" West, 215.00 feet; thence South 22°18'15" West, 585 feet, more or less, to the centerline of the Sheboygan River; thence Westerly along the centerline of said Sheboygan River to North line of Indiana Avenue; thence Northwesterly along said North line of Indiana Avenue 442 feet, more or less; thence North 83°12'46" West along said North line, 101.98 feet; thence North 71°54'10" East along said North line, 510.01 feet to the point of curvature of an arc with a radius of 2954.79 feet and a chord that bears North 80°03'53" West, 838.97 feet; thence along the arc of said curve 841.82 feet; thence North 33°41'32" West along the North line of said Indiana Avenue, 32.81 feet; thence South 63°38'18" West along said North line, 58.46 feet; thence South 47°59'20" West along said North line, 58.14 feet; thence North 88°52'10" East along said North line, 61.80 feet; thence South 81°28'57" West along said North line, 101.43 feet; thence North 88°52'10" East along said North line, 85.84 feet; thence North 01°07'50" East, 167.00 feet; thence North 88°52'10" West, 280.00 feet; thence South 01°07'50" West, 120.00 feet to the North right of way line for Indiana Avenue; thence North 88°52'42" West along said North right of way line, 184.15 feet to the Southeast corner of a Certified Survey Map recorded in Volume 15 on Page 330 of Certified Surveys; thence North 02°43'45" East along the East line of said Certified Survey Map, 270.00 feet; thence North 57°16'16" West along the Northeasterly line of said Certified Survey Map, 544.05 feet extended to the North line of the Union Pacific Railroad; thence North 60°47'39" East along said North line, 52.91 feet to a point of curvature to the right having a radius of 2365.02 feet and a chord bearing North 76°23'14" East, 1272.98 feet; thence along the arc of said curve 1288.87 feet; thence North 02°10'05" East, 734.36 feet to the North line of the Northwest 1/4 of said Section 28; thence South 87°50'19" West along said North line, 1095.50 feet to the Point of Beginning. Excepting that portion taken for railroad right of way.

Also included in Ward 22, Lot 1 of a Certified Survey Map recorded in Volume 7 of Certified Survey Maps on Page 236 as Document 1127505 in the Sheboygan County Register of Deeds Office, and the Wilgus Avenue and North 36th Street right of ways to the North and East of said Lot 1. This Lot is located at the Southwest corner of Wilgus Avenue and North 36th Street and is known as Parcel Number 59281215817.

WARD 23 - DISTRICT 9 - (NEW - WARD 17 SPLIT)

POLLING LOCATION: GOOD SHEPHERD LUTHERAN CHURCH

Parcels "A", "B", and "C" as described in the City of Sheboygan

annexation document filed as General Ordinance 11-17-18 and recorded in the Sheboygan County Register of Deeds Office as Document 2046617.

Parcel "A" is described as follows: A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33, thence North $89^{\circ}33'20''$ East along the North line of said Northwest Quarter, 1006.73 feet to the Point of Beginning; thence continuing North $89^{\circ}33'20''$ East along said North line, 124.73 feet; thence South $00^{\circ}20'31''$ West, 328.53 feet; thence South $89^{\circ}36'34''$ West, 124.97 feet; thence North $00^{\circ}23'02''$ East, 328.42 feet to the Point of Beginning.

Parcel "B" is described as follows: A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33, thence North $89^{\circ}33'20''$ East along the North line of said Northwest Quarter, 1231.63 feet to the Point of Beginning; thence continuing North $89^{\circ}33'20''$ East along said North line, 100.00 feet; thence South $00^{\circ}22'36''$ West, 328.72 feet; thence South $89^{\circ}36'34''$ West, 99.87 feet; thence North $00^{\circ}21'13''$ East, 328.63 feet to the Point of Beginning.

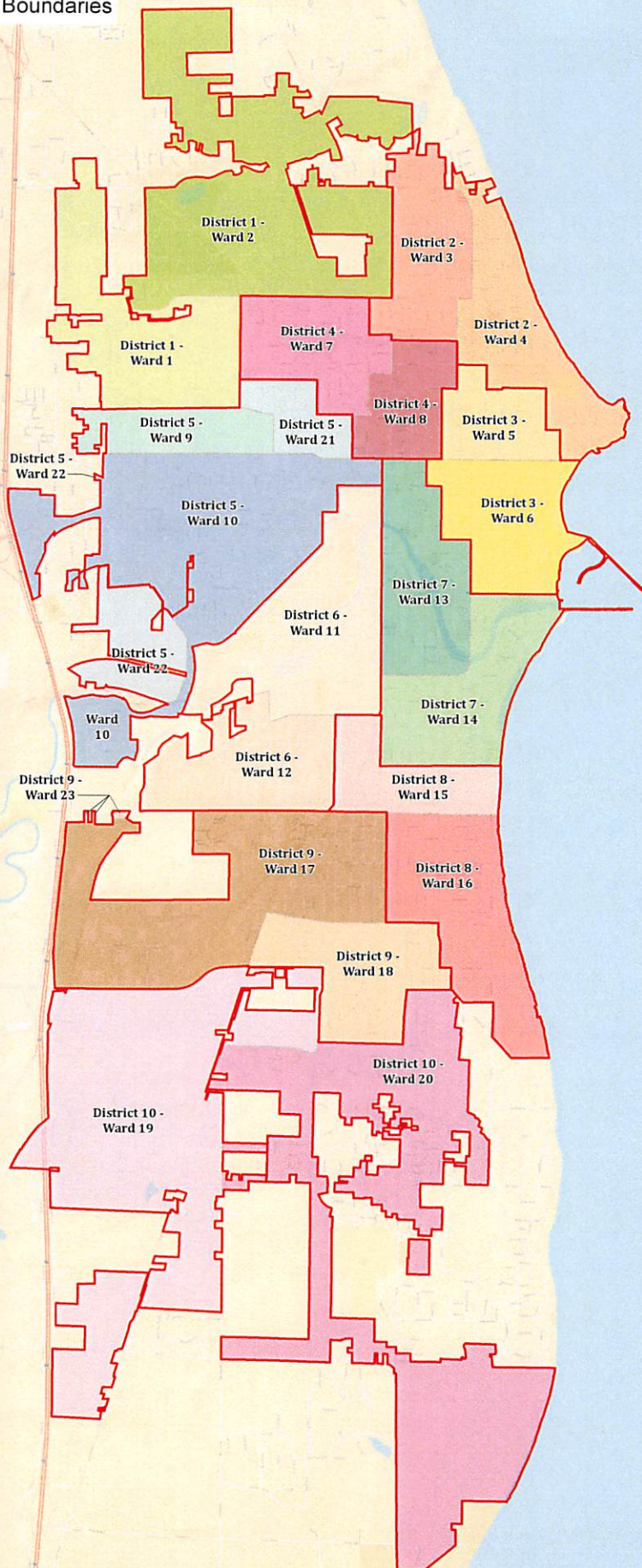
Parcel "C" is described as follows: A parcel of land located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the North Quarter Corner of said Section 33, thence South $89^{\circ}33'20''$ West along the North line of said Northwest Quarter, 299.29 feet to the Point of Beginning; thence South $26^{\circ}04'17''$ West along the West right of way line of South Taylor Drive, 132.51 feet to a point of curvature; thence Southwesterly 108.62 feet along the arc of a curve to the right, with a radius of 4674.24 feet, through a central angle of $01^{\circ}19'53''$, and a chord bearing South $26^{\circ}44'14''$ West, 108.62 feet; thence South $89^{\circ}35'45''$ West, 397.33 feet; thence North $00^{\circ}02'43''$ East, 214.92 feet to aforesaid North line; thence North $89^{\circ}33'20''$ East along said North line, 504.26 feet to the Point of Beginning.

BE IT FURTHER RESOLVED: That the City Clerk shall transmit a copy of this Resolution to the County Clerk for Sheboygan County.

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



Rolling Meadows Dr	4300
	4200
Lisa Ave	4000
	3900
Eisner Ave	3600
	3500
Grand Ave	3100
	3000
North Ave	2700
	2600
Geele Ave	2200
	2100
Lincoln Ave	1900
	1800
Superior Ave	1500
	1400
Erie Ave	1100
	1000
Pennsylvania Ave	N 500
	S 500
Indiana Ave	1000
	1100
Georgia Ave	1200
	1400
Broadway	1600
	1700
Union Ave	2000
	2100
Mead Ave	2400
	2500
Wilson Ave	2800
	3000
Washington Ave	3300
	3400
Parkwood Blvd	3600
	3700
Carmen Ave	3800
	3900
Camelot Blvd	4000
	4100
Sunnyside Ave	4100
	4200
Sommer Dr	4300
	4400
Weeden Creek Rd	4500
	4600
Riverdale Ave	4800
	4900
Black Fox Ct	5000
	5100
Stahl Rd	5800
	5900
Beach Park Ln	7000
	7100

III

Res. No. 14 - 22 - 23. By Alderpersons Dekker and Perrella.
May 16, 2022.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Barrientos Design and Consulting Inc. for the Public Works Department and Transit Garages Renovation and Expansion Study.

RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Barrientos Design and Consulting Inc. for the Public Works Department and Transit Garages Renovation and Expansion Study.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds not to exceed \$51,729 from Account #40033110-621200 (Capital Project Fund - Building Improvements) upon the agreement being fully executed by all parties, to pay for the Renovation and Expansion Study.

BE IT FURTHER RESOLVED: That the director of public works or the director's designee is appointed as the City's Authorized Representative pursuant to the contract with Barrientos Design and Consulting Inc.

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
BARRIENTOS DESIGN & CONSULTING**

**FOR ARCHITECTURAL/ ENGINEERING SERVICES RELATED TO THE DPW &
TRANSIT GARAGES RENOVATION & EXPANSION STUDY & DESIGN**

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, _____ (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Barrientos Design & Consulting, Inc., a subchapter S Corporation, with a principal office at 205 W, Highland Ave, Suite 303, Milwaukee, WI 53203 ("Consultant").

WITNESSETH:

WHEREAS, the City owns a Department of Public Works Garage located at 2026 New Jersey Ave., Sheboygan, Wisconsin and a Transit Garage located at 608 Commerce St., Sheboygan, Wisconsin; and

WHEREAS, the City desires to renovate and expand these garages based upon a comprehensive study and design as detailed in Exhibit A ("Services"), which is attached to this Agreement and incorporated as though fully set forth here; and

WHEREAS, the City has issued a Request for Proposals for the necessary design and engineering services, and has determined that it is in the best interest of the City for Consultant to provide those necessary services; and

WHEREAS, Consultant desires to provide the City with the necessary design and engineering services, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Consultant shall provide the necessary engineering services related to the Improvements, as set forth in more detail in Exhibit A, pages 42-44, which is attached and incorporated to this Agreement as though fully set forth here (the "Services").

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City designated project manager, identified in Article 3 of this Agreement, shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the

adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. The Parties' Project Managers

Consultant designates Norman Barrientos, AIA as its designated project manager with primary responsibility for the performance of this Agreement. In the event of the death, disability, removal, or resignation of the person designated as the Consultant's designated project manager, the City—through its designated project manager—may accept another person as the designated project manager or terminate this Agreement. Consultant shall provide the City with notice within seven (7) days in the event its designated project manager dies, becomes disabled, is removed, or resigns.

The City designates David Biebel as its designated project manager for purposes of this Agreement.

Article 4. Compensation

The City shall pay Consultant—for all fees and expenses related to the Services—an amount not to exceed fifty-one thousand, seven hundred and twenty-nine dollars, (\$51,729).

Consultant shall submit an invoice to the City on a monthly basis which shall be based on the percentage the Services described in Article 1 are complete. Invoices may be sent via first class mail postage prepaid or via email. The invoice shall include a progress report documenting the extent of completed services.

Payment will be remitted to Consultant within sixty (60) days of receipt of invoice. Payment shall not be construed as acceptance of unsatisfactory or defective services. The City may withhold payment of an invoice due to unsatisfactory or defective services.

The invoice shall be sent to:

David Biebel
Director of Public Works
City of Sheboygan
2026 New Jersey Ave.
Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred.

The City shall not make payment for any unauthorized work or expenses.

The submission of any request for payment shall be deemed a waiver and release by Consultant of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Schedule

Services under this Agreement shall commence promptly upon the full execution of this Agreement by the Parties and a written Notice to Proceed from the City's project manager to Consultant, unless another date for the commencement of the Services is set forth in Exhibit A.

Consultant shall complete the Services in accordance with the Schedule & Workload identified in Exhibit A, page 49, or within such extra time as may have been allowed by a mutually agreed extension. Consultant's services are completed when the City's project manager notifies Consultant in writing that the services are complete and are acceptable.

The Parties agree that no charges or claims for damages shall be made by Consultant for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Consultant to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 7. Document Retention

- a. Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.
- b. Consultant shall maintain proper accounting records for the Services performed pursuant to this Agreement, and shall provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City representatives during reasonable business hours.

Article 8. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Consultant for all the Services

performed up to the date that written notice is received. If the performance is restarted, an equitable adjustment shall be made to Consultant's compensation and the schedule of services.

In the event Consultant breaches this Agreement, including any covenant, agreement, commitment, or condition contained in this Agreement, the City shall have the right—in addition to all other rights and remedies which it may have at law or in equity—to terminate the Agreement upon written notice. Consultant shall have ten (10) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the City. In the event that the City terminates this Agreement due to a breach of this Agreement, and enters into a subsequent agreement with another party to complete the Services, and such expense plus any expenditure made under this Agreement exceeds the sum which would have been payable under the Agreement, Consultant shall be liable and shall pay to the City the amount of said excess.

Article 9. Ownership of Documents and Intellectual Property

All documents, drawings, and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other proprietary property. Intellectual property developed or utilized in the performance of the Services shall remain the property of Consultant.

Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, Consultant's materials shall not include the City's confidential or proprietary information if the City has advised the Consultant in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Consultant in the City's promotional materials for the project.

Article 10. Identity of Consultant

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 11. Independent Contractor Status

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 12. Indemnification

Consultant hereby agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Consultant employs other persons, firms, corporations or entities (collectively Subcontractor) as part of performing its obligations under this Agreement, it shall be Consultant's responsibility to require and confirm that each Subcontractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Article 13. Insurance

Consultant shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Consultant shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's designated project manager listing the City of Sheboygan as an additional insured:

- a. Commercial General Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- b. Automobile Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least \$1,000,000.
- c. Workers' Compensation Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Consultant shall require any

contractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

- d. Umbrella Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Umbrella Liability Insurance of at least \$10,000,000 per occurrence.
- e. Professional Errors and Omissions Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Professional Errors and Omissions Insurance of at least \$1,000,000 per claim, with a deductible of no more than \$100,000. If such policy is a "claims made" policy, all renewals thereof during the life of this Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Consultant's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

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

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

Article 14. Conflict of Interest

Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. Waiver

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

Article 16. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close

as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. Assignment

Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 18. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

Article 19. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 20. Non-Discrimination

In connection with the performance of work under this Agreement, Consultant agrees 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 Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant further agrees to take affirmative action to ensure equal employment opportunities.

Article 21. Compliance with Laws

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

The City reserves the right to cancel this Agreement if Consultant fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax.

Consultant affirms that it is not presently listed on any debarment list or similar list prohibiting it from contracting with a governmental entity of any kind. In the event that Consultant shall become listed on any debarment list or similar list, the City may terminate this Agreement.

Consultant shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 22. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Consultant:

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

Article 23. Intent to be Bound

The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

In the event the Consultant believes the time for completion of the Services in this Agreement should be extended under this Article, Consultant shall provide written notice to the City as soon as possible, but not later than seven (7) calendar days after such an event. The notice shall include any justification for an extension of time and shall identify the extension the Consultant believes is necessary as a result of the force majeure event.

Article 25. Integration and Modification

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

Article 26. Non-Collusion

Consultant is certifying, under penalty of perjury, that to the best of its knowledge and belief:

- a. The prices in its quote were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor.
- b. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote to the City for these Services for the purpose of restricting competition.

Article 27. Other Provisions

- a. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- b. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- c. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

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

CITY OF SHEBOYGAN, WISCONSIN

CONSULTANT

BY: _____
Ryan Sorenson, Mayor

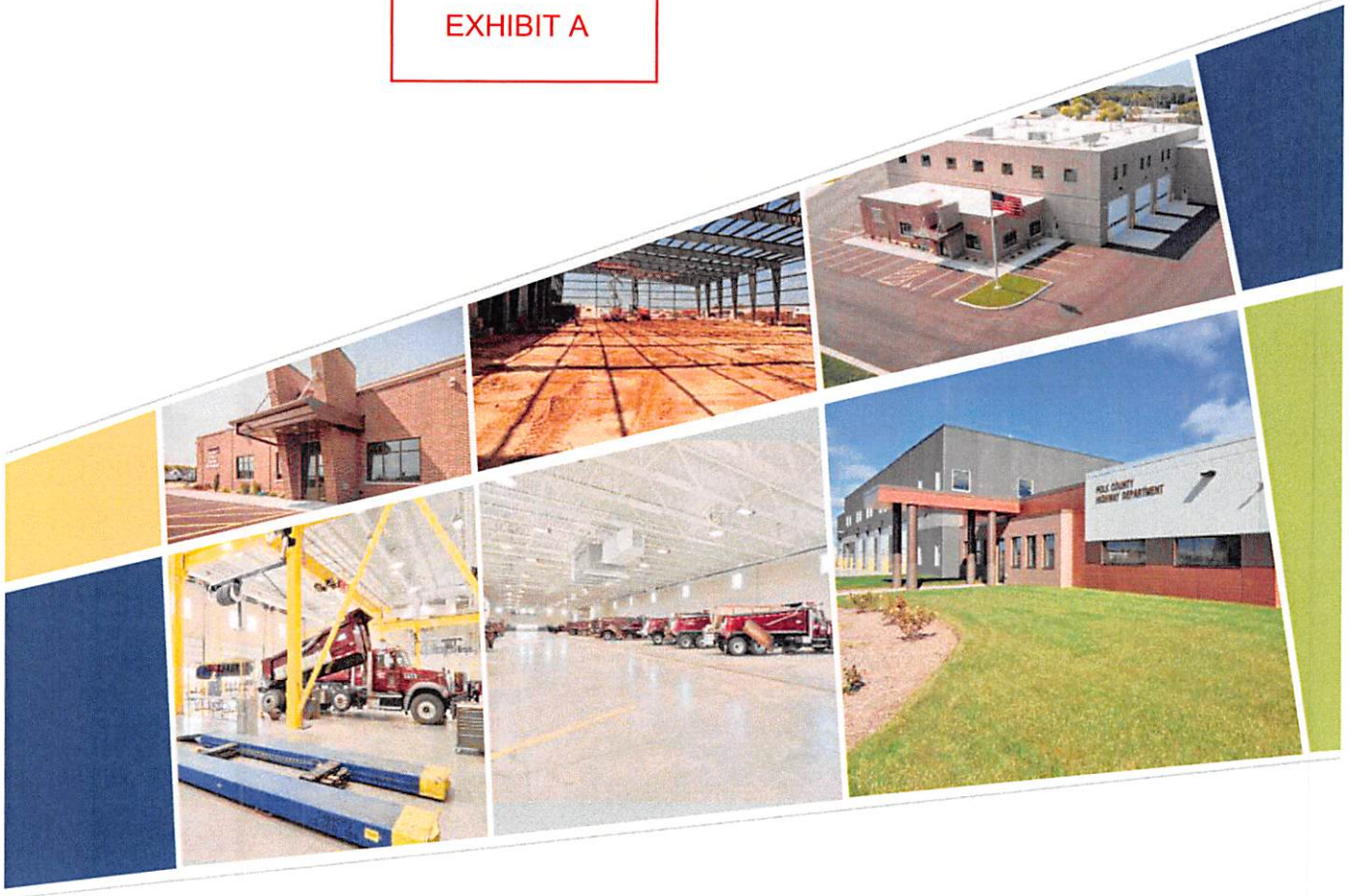
BY: _____
Norman Barrientos, AIA
Barrientos Design & Consulting, Inc.

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

DATE: _____

EXHIBIT A



**CITY OF SHEBOYGAN
DPW & TRANSIT GARAGES RENOVATION &
EXPANSION STUDY**

ARCHITECTURAL/ENGINEERING PROPOSAL

Barrientos Design & Consulting, Inc.

March 14, 2022



205 W. Highland Avenue, Suite 303, Milwaukee, WI 53203
414.271.1812 • www.barrientosdesign.com



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5. Scope of Work
6. Schedule & Workload
7. Project Approach
8. Legal & Insurance
9. Professional Services Fee



March 11, 2022

Mr. David
Biebel Public
Works Director
Sheboygan Public Works
Department 2026 New Jersey
Avenue
Sheboygan, WI 50381

RE: DPW & TRANSIT GARAGE RENOVATIONS & EXPANSION STUDY
Proposal of Architectural Design Services

David,

Barrientos Design & Consulting is pleased to present this proposal for developing a renovation and expansion study for the Public Works facility on New Jersey Avenue and the Shoreline Metro Transit Garage on Commerce Street.

This study will focus on the following for both the DPW and Transit Garages:

1. Identifying building and site renovations needed to maintain the facilities over the next 10 years.
2. Facility performance analysis following renovations, identifying any deficiencies still remaining such as, spatial needs, circulation, public/vendor interface, security, equipment layouts and operational workflow.
3. Current space needs in terms of building and site functions, along with a projection of future space needs 10 years out.
4. Developing expansion options within the current parcel boundaries
5. Developing more significant expansion and realignment options assuming adjacent parcels could be purchases
6. Designing an optimal floor plan that incorporates the space needs for each agency alone.
7. Creating an optimal floor plan that combines the two agencies on one site. This will develop an approach where the two agencies share one Main Garage building and share various building functions together while also having separate Yard buildings.

Barrientos Design is unique in our intense focus on the fleet garage building type. We have executed designs on over 70 Garages and Shops and 80% of our overall design work has been with Garages and Shops. Barrientos has been designing these buildings continuously for over two decades, and our staff focuses their professional development on the design of garage and fleet-related facilities. This is our practice area, and we are committed to continually learning more about these building types as a distinct body of knowledge.



We understand that this study is more than just about sizing the buildings. The planning effort needs to support and enhance the operational mission of the two Departments. We will start with documenting your operational mission, functional goals, staffing organization, vehicle composition, shop practices, parts inventory and controls and needs for security. We will then engage your staff at the Director, Superintendent, and foremen level for a 360-degree assessment of how operations best flow throughout the day. Once these broad operational issues are defined, we will intake, document and tabulate the key facility design criteria that support your mission and goals for a streamlined operation.

In the end, our planning goal will be to deliver to the City, a building and site plan that supports daily operations, captures the flow and sequence of activities, provides space that is right-sized, configured for time-efficient operations, and allows for the flexibility of change and growth. Moreover, we will pinpoint where the functions can be best grouped to share common building resources and logical workflow adjacencies.

1. COMPANY INFORMATION

Our company information and contact are as follows:

Barrientos Design & Consulting, Inc.
205 W. Highland Avenue
Milwaukee, WI 53203

Contact: Norman Barrientos, AIA
414-271-1812
www.barrientosdesign.com
norman@barrientosdesign.com

We appreciate the City's consideration of our company's services and we look forward to identifying your expansion options for enhancing the DPW and Transit Garages.

Sincerely,

BARRIENTOS DESIGN & CONSULTING, INC.

A handwritten signature in dark ink that reads 'Norman Barrientos'.

Norman Barrientos, AIA, LEED AP



2. GENERAL STATEMENT OF QUALIFICATIONS

Barrientos Design specializes in the planning and design of Public Works Facilities and Garages with the functions of fleet maintenance garages repair shops, vehicle parking, parts and bulk storage, crew support, field supervision offices, and yard facilities. We are Wisconsin's experts and leaders in the design of fleet and operations garages, and we will provide this for the benefit for City's long-term operational goals.

The firm was founded in 1997 by Norman Barrientos, AIA, and has since gone on to design many of Wisconsin's newest Public Works and public works garages. These projects have involved long-planning cycles of space needs, facility assessments, expansion analysis, new site selection, city planning, utility design, stormwater management applications, building design and finally construction administration.

Our expertise in garage design has positioned us to provide seminars to many professional industry associations such as WCHA, NACE and APWA, both locally and nationally. We have distilled seven design principles that govern for effective outcome of a garage and yard facility. These principles are; robust facility definition, operational efficiency and flow, staff productivity and safety, asset control, lines of communications, building performance, sustainability and future trends integration.

Our garages have many complex and process driven functions including heavy vehicle parking, truck wash, vehicle repair bays, welding and fabrication shops, parts storage, bulk warehousing, fueling, salt storage shed, brine making tanks, truck scales and general yard bulk storage. For each of these areas, Barrientos Design has established industry guideline and practices that will better serve your daily garage operations.

Internally, Barrientos Design provides architecture and interior design services. We have a staff of ten professionals in our Milwaukee office.



STATEMENT OF QUALIFICATIONS

Firm History

For more than 24 years, award-winning Barrientos Design & consulting has specialized in architectural design, planning and consultation. The company is in its second generation of family ownership. It was founded in 1972 by Julian Barrientos and in 1997 Norman Barrientos took over full ownership. The company is registered as a corporation in the State of Wisconsin and maintains professional licenses to practice architecture.

We are a Milwaukee-based design firm that has worked extensively with public works, county engineering, transportation, parks and utility departments. Our specialty is the design of operations garages where efficiency, safety and order are key for enhancing operations.

Experience

Barrientos Design's has designed many operations garages including for these clients:

- Milwaukee County
- City of Milwaukee
- City of Sun Prairie
- Jefferson County
- Polk County
- We Energies
- Madison Gas & Electric
- City of Madison Parks
- Manitowoc County
- City of New Berlin





Organization & Resources

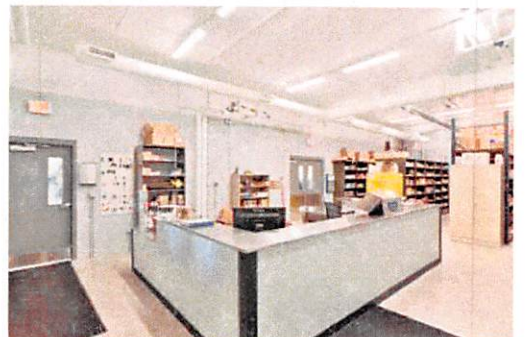
Norman Barrientos, AIA is the lead designer and Principal-in-Charge for all projects. The company has a professional staff of eight with one interior designer. The design staff all have project experience with higher education facility design. We have three senior project managers in the office that are fully capable of executing and overseeing your design projects from start to finish.

Our resources beyond our staff include our working studio in downtown Milwaukee where each team member has a Revit license. All of our projects are designed within a BIM framework allowing us to model out the architecture and engineering for comprehensive coordination.

Teamwork

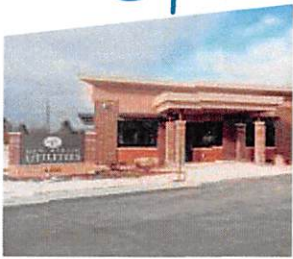
At Barrientos Design we believe that every great design project starts with great teamwork. We engage committee members, user groups and consulting engineers early in the process to get a comprehensive understanding of the project. Defining the scope early with the entire team allows us to understand the challenges and work together to find the most appropriate solutions.

Working with your internal team and other external consultants we will aim to develop a plan that creates a functional and aesthetic design that fits within your designated budget. We understand that each individual team member brings a unique perspective to a project and we search to find balance in a project that will meet the needs of all stakeholders.



Polk

Operations Garage Design Expertise



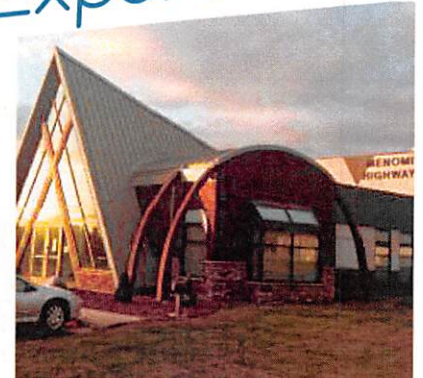
New Berlin



Calumet



Jefferson



Menominee

Building Programming & Sizing
Operations Analysis
Equipment Selection
Site Facilities Definition
Site Selection
Building Design & Engineering
Governmental Reviews, Approvals & Permits
Cost Estimating
Visualization & Renderings
Construction & Bid Documents
Construction Administration
Facility Move-in Assistance

Barrientos Design & Consulting is a leader in the design of Field Operations Garages. We focus on the operational, planning and logistical needs of Operations Garages for the betterment of our client's needs.

Since the 1980's, our firm has developed planning and design documents for over 60 Garage operations including:

- Public Works Garages
- Highway & Transportation Garages
- Parks Maintenance Shops
- Utility Garages
- Field Operation Centers
- Trades Shops
- Fleet Repair Garages
- Buildings Maintenance Shops

The design of Operation Garages involves understanding the operations of repair of heavy vehicles, fabrication, parts storage and warehousing, fueling, truck washing and crew support and training areas.

Operation Garage



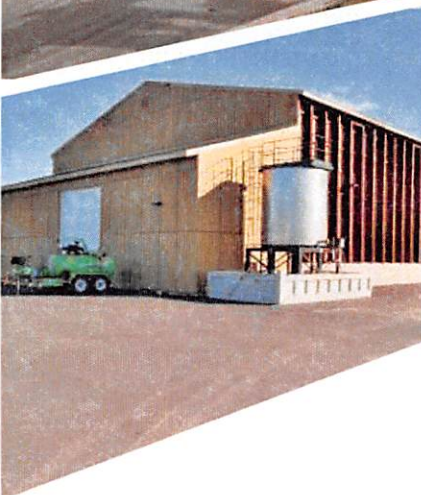
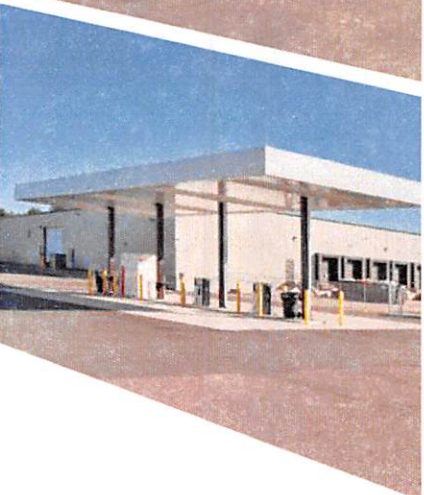
REPAIR BAYS & FABRICATION

We have integrated the design issues of: overhead cranes, vehicle lifts, bulk fluid dispensing, workbenches, tail-pipe exhaust reels and parts cleaning. Our design expertise also covers skilled-trade shops including: Welding, Fabrication, Carpentry, Paint, Hydraulics and Sign-making. These interiors are well lit for high color definition, ventilated, surfaced with high-friction and high-resistance coatings and of sufficient clearance for truck widths and heights.



FUELING SALT, BRINE SHEDS

Fueling and salt sheds are primary functions in the design of many maintenance garage yards spaces. It is important not only to design the correct sized shed or fuel storage tanks but also for appropriate turning radii and locate them in proper sequence. Locating the salt shed to allow clear areas of loading is important along with adding brine making sheds.



Design Components



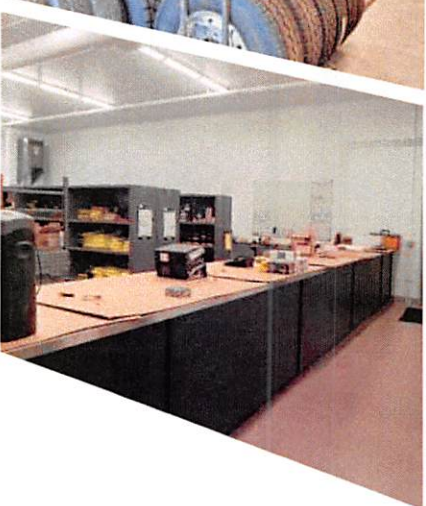
TRUCK WASH & PARKING

Our team takes time to understand each piece of your equipment that has a storage need to ensure that we are appropriately sizing your garage to meet current needs and future growth. Truck washing is a key component to fleet maintenance and longevity. We have designed locations for manual wash with pressure wands, underbody rinse systems, and fully automated designs.



PARTS, & FLUIDS STORAGE

Indoor storage of the fleet is important to retain asset value and ensure vehicle performance. Our design knowledge covers the proper sizing and height clearance so large vehicles can efficiently move in and out of storage. In addition, storage of vehicle replacement parts, field supplies, bulk items, fluids and fueling are integrated into our designs. These storage functions integrally support maintenance operations and require close adjacency to repair bays.





3. PERSONNEL

LIST OF PERSONNEL

Barrientos Design will provide qualified architectural staff to thoroughly engage in this study. Our team participants will be as follows:

Principal-in-Charge, Norman Barrientos, AIA

Project Architect, Patrick Wesley, AIA

Design Architect, Taylor Korslin

Design Architect, Neil Bierwirth

The resumes and qualifications for each staff member follow this page.

CLIENT REFERENCES

For references on our staff's client contacts, please refer to this list of contacts:

1. Todd Every, Kewaunee County Highway Commissioner, 920-388-3707
2. Brian Glaeser, Calumet County Highway Commissioner, 920-849-1463
3. Eric Lindman, Wausau City DPW Director, 715-261-6745
4. William Bannach, Milwaukee County DPW AE Manager, 414-278-4854
5. Peter Nelson, Fabick Catepillar, Facilities Director, 414-461-9100

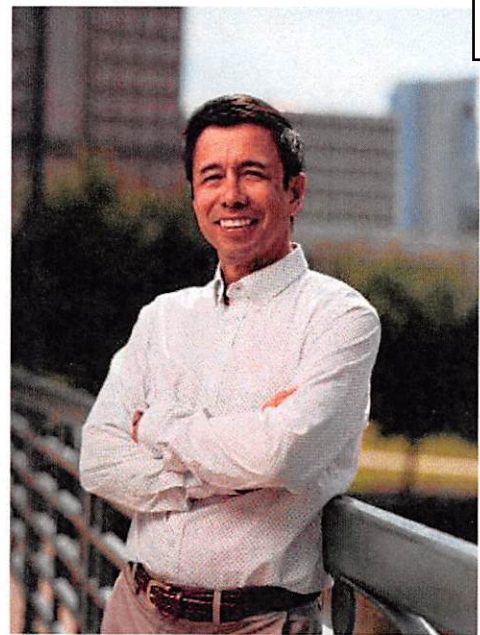
USE OF PROFESSIONAL CONSULTANTS

For this study stage of the work, we anticipate not employing any engineering consultants and we will perform all the analysis and documentation with our own staff.

NORMAN BARRIENTOS
president, principal architect

Norman Barrientos brings 40 years of architectural design experience focusing on the design of fleet maintenance facilities which involve fleet repair garages, fabrication shops, parts storage, heavy vehicle parking, crew quarters and extensive Yard facilities. The first building Mr. Barrientos designed under his licensed supervision was a maintenance facility for a water utility. That was back in 1988 and since then he has gone onto design and plan over 70 maintenance facilities. He has become Wisconsin's leading expert on the design of fleet facilities and he has delivered seminars on the subject at professional trade events.

norman@barrientosdesign.com



Item 30.



registration

Professional Architect:
WI, MN, IL, IA, MI, MA, NCARB, LEED A

education

Bachelor of Architecture, 1984
University of Minnesota

project experience

Pepin County Highway Garage
Pewaukee Public Works Garage
Vernon County Central Highway Garage
New Berlin Utilities Garage
City of Oconomowoc Utilities Shop Expansion
Polk County New Central Maintenance Garage
Jefferson County Central Maintenance Facility
Village of Fox Point Hall & Public Works Garage
Milwaukee County North Garage
City of West Allis City Hall & Public Works Garage
Manitowoc County New Maintenance Facility
City of Sun Prairie New Fleet Repair Garage
Milwaukee Electric/Traffic Operations Garage
Door County New Maintenance Facility
Menominee County New Maintenance Facility
Milwaukee County Central Fleet Garage, Master Plan
City of Marshfield Public Works Garage

years experience

40 years in the profession

awards & seminars

AIA WI Design Excellence, La Causa Charter School
APWA National Conference Seminar 2019, 7
Principle of Highly Effective Garage

JEFFERY JANETKA

senior project architect

Jeff brings 26 years of architectural design and project management experience. He has designed and managed many successful projects with an emphasis on progressive and sustainable architectural design with attention to detail. Jeff has performed as project manager on many of our operations and maintenance facilities including Pewaukee, Pepin, Ladysmith and Milwaukee. Jeff is well versed in CAD, SketchUP, & Revit BIM software along with 3D visualization.

jjanetka@barrientosdesign.com



Item 30.



education:

Master of Architectural Design, 2004
University of Wisconsin - Milwaukee

B.S. Architectural Studies, 1999
University of Illinois at Urbana-Champaign

project experience

Milwaukee County North Garage
Pewaukee City Hall & Public Works Garage
Pepin County Highway Garage
La Crosse Co. Highway Garage St. Joe's
City of Ladysmith Public Works Garage
MATC Green Roof Building C
TJ Hale Corporation - Germantown, WI
Glory Global - Watertown, WI
Monterrey Market - Milwaukee, WI
Mleczo Professional Office Building - Brookfield, WI
AV Waterjet - Mequon, WI
Casablanca Restaurant - Brookfield, WI
Continental Properties - Mequon, WI
Legends Clubhouse - Wales, WI
Steel Craft - Hartford, WI
Sno-Way - Hartford, WI
Kabel Schlepp - Saukville, WI
Triad Corp - Hartland, WI
Hartford Fishing - Hartford, WI

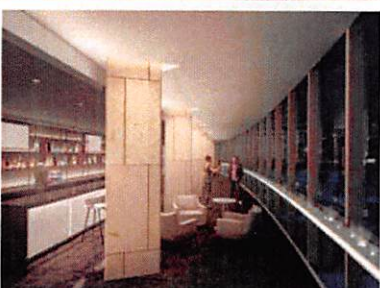
years experience

26 years in the profession

PATRICK WESLEY
project architect

Patrick Wesley is a project architect with ten years experience with the capacity to handle a complete project from design through construction. He has worked on a diverse range of architectural projects including; highway garages, municipal offices, hospitality, secondary and higher education, large-scale healthcare facilities, and campus master plans. He values developing collaborative relationships with clients and other experts while working on a project. Patrick has led the planning of multiple banks, churches, and high schools across Wisconsin. He works in Revit BIM modeling software and also develops rendered imagery.

pwesley@barrientosdesign.com



education:

Masters of Architecture, 2015
University of Wisconsin - Milwaukee

B.S. Architecture, 2014 University of Wisconsin - Milwaukee

project experience

Pewaukee Public Works Garage
Milwaukee County North Garage
Pepin County Highway Garage
La Crosse County Highway Garage St. Joe's
Stevens Point DPW Garage
City of Marshfield DPW Garage
Wood County Highway Garage
Advocate Mequon Clinic Pharmacy
Advocate Grafton IV Therapy Room
Milton High School
North Shore Bank
Educator's Credit Union
Lumen Christi Parish
Madison Area Technical College
Beaver Dam High School
Maine Veterans Homes
Saint Stanislaus

years experience

10 years in the profession

TAYLOR KORSLIN

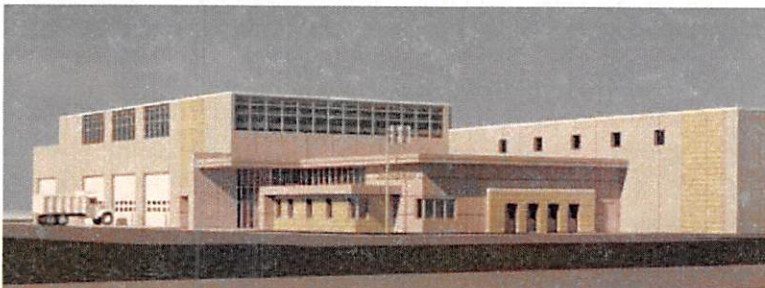
project architect

Taylor is a project design architect with six years of experience in building planning, studies, design and documentation. He has worked on a variety of industrial and office projects, at every stage of the design process. His experience includes Highway and Public Works Garages, Village and City Halls, Fire Stations, Libraries, and Commercial projects. He has experience representing building and spatial conditions for analysis. Taylor is versed in Revit BIM software and the Adobe Suite, allowing her to develop a variety of visualization techniques.

tkorslin@barrientosdesign.com



Item 30.



education:

Masters of Architecture, 2017, University of Michigan

B.S. Architecture, 2012 University of Wisconsin - Milwaukee

project experience

Waupaca City DPW Garage
Green County Highway Garage
Kewaunee County Highway Garage
Pepin County Highway Garage
City of Marshfield Public Works Garage
Milwaukee County North Garage
Deerfield Village Library Expansion
Franklin Park Pavilion

years experience

6 years in the profession



4. GARAGE DESIGN EXPERIENCE

LIST OF GARAGES DESIGNED

Barrientos Design's Public Works Facility design experience covers numerous County and City Garages including these built projects:

- Ladysmith Public Works Garage
- New Berlin Utilities Garage
- Sun Prairie Central Services Garage
- Brown County Public Works Greenleaf Satellite Shop
- New Berlin Utilities Garage
- Sun Prairie Fleet Services Garage
- Oconomowoc Utilities Garage
- Pepin County Central Public Works Garage
- Polk County Central Public Works Garage
- Vernon County Central Public Works Garage
- Jefferson County Central Public Works Garage
- Calumet Central Public Works Garage
- Milwaukee County, North Public Works Shop
- Manitowoc Central Public Works Garage
- Door County Central Public Works Garage
- Menominee Central Public Works Garage
- Fond du Lac County Campbellsport Satellite Garage
- La Crosse County Satellite Public Works Garage
- City of Pewaukee Public Works Garage

We have also conducted numerous space needs, renovation and new site selection efforts for the following governments:

- City of South Milwaukee DPW Yard Facilities
- City of Marshfield Streets Garage
- City of Wausau Public Works Garage
- City of Stevens Point Public Works Garage
- City of West Allis Public Works Garage
- Village of Fox Point Public Works Garage
- Village of Cudahy Public Works Garage
- Village of Bellevue Public Works
- City of Janesville Municipal Garage
- City of Verona DPW Garage
- City of Chilton Public Works Garage
- Marathon County Central Public Works Garage



- Kewaunee County Central Public Works Garage
- Rusk County Central Public Works Garage
- Lincoln County Central and Satellite Public Works Garages
- Green County Central Highway Garage
- Taylor County Central Highway Garage
- Oneida County Central Highway Garage
- Iron County Mercer Satellite Highway Garage
- City of Milwaukee DPW Salt Brine Shed

On the following pages we present graphics, plans and a brief scope of work for our many garages and fleet facilities.

RECENT GARAGE DESIGN INFORMATION

Our exemplary garage experience from design through construction is exemplified by this project:

1. Polk County Central Highway Garage
2. Contact: Emil Norby
3. Owner's Initial budget: \$11 million
4. Total Project Cost: \$10.8 million
 - a. Number of change orders, five
 - b. Total cost of change orders, \$113,600
5. Date of bid: September 2017
6. Scheduled completion date: August 2018
7. Actual completion date: August 2018

LIST OF THREE BEST PROJECTS

Barrientos Design's three best Garage projects include:

1. Polk County Central Highway Garage
2. Jefferson County Central Highway Garage
3. Calumet County Central Highway Garage

EXCEPTIONAL FEATURES OF OUR GARAGE DESIGN

Our garages are a great balance of cost efficiency with long-term operational efficiency and ease of maintenance. We thoroughly understand a Garage's operational work-flow and design our buildings to maximize your staff's productivity and longevity of your assets.

Our in-depth knowledge of maintenance facilities covers industry specific knowledge of fleet parking and maintenance, repair equipment, inventory of parts, truck washing, salt storage and yard layouts.



When Barrientos Design is your architect, we lead the client through the design process with our industry knowledge on the many past garage we have developed.

FIRM EXPERTISE WITH GOVERNMENT FACILITIES

The majority of our design work is for municipalities, and we therefore understand the nature of working with local governments, their organization, their decision making process and their procurement procedures.

Building consensus and educating the team participants is key in developing a building design that meets both the Departments' needs as well as the general citizenry of Sheboygan.



JEFFERSON COUNTY CENTRAL HIGHWAY GARAGE

Jefferson, WI

The new main shop of 83,500 facility was designed to house 40 plow trucks and other field equipment. In addition, the building also includes 8 repair bays, a sign & carpentry shop, crew lockers, a lunchroom for a staff of 45 people and offices for the entire department.

Site facilities include: 30,000 SF Cold Storage Building, 8,000 ton salt shed, 4,000 SF Salt Brine Building, 20K gallon fueling station and canopy, outdoor stock storage, and truck scales. Barrientos Design was hired to design full architectural plans and oversee construction administration.

A video-surveillance system, key card access system, site fencing and overall building design provide security for this project.

Size: 133,500 SF

Cost: \$19.2M

Completion: 2015

Client: Jefferson County Highway Department

Contact: Bill Kern, County tel 920-674-7390





POLK COUNTY HIGHWAY GARAGE

Balsam Lake, WI

Polk County's new Highway Garage consists of a new 60,000 SF Main Shop, a 45,000 remodeled storage and shop building, a fueling station and a salt shed. The complex is located on 9 acres of land situated in an industrial park near the County Courthouse

Within the new main shop a heated parking garage houses 40 plow and field trucks and other field equipment. In addition, the shop will house a repair garage with 6 repair bays, part storage, truck wash, crew lockers, a lunchroom for a staff of 40 people and offices for the entire department.

Barrientos Design developed the construction documents in a fast-track approach with a foundation package being developed within seven weeks. Following that, the remainder of construction documents were issued three weeks later.



Size: 60,000 SF new, 45,000 remodeled

Cost: \$12M

Completion: October 2018

Client: Polk County Highway Department



CALUMET COUNTY HWY MAINTENANCE FACILITY

Chilton, WI

Barrientos Design and Consulting Inc. was hired to develop a complete site master plan, building programming and the design of a 52,770 sf highway maintenance facility for Calumet County.

Site functions include: salt shed, fueling station, outdoor stock storage, cold storage building, and a truck scale. The site will also have a rain garden for storm water management.

Building functions include: heated storage for 29 vehicles, 4 vehicle service bays, 2 truck wash bays, welding shop, sign shop, striping shop, carpentry shop, tire storage, bulk fluid storage, parts storage, lunch room, locker rooms, and administrative offices.

Size: 52,770 SF

Cost: \$10.9M

Completion: 2017

Client: Calumet County Highway Commission,

Contact: Brian Glaeser (920) 849-1463





PEPIN COUNTY HIGHWAY DEPARTMENT PRELIMINARY DESIGN

Durand, WI

Barrientos Design created Preliminary architectural and engineering designs for a new Highway Garage that will be approximately 53,000 square feet in size and house the following functions: Heated vehicle storage garage, Repair Garage, Welding Shop, Truck Wash, Parts Storage, Crew support, Administration.

Yard facilities will include: Cold Storage, Salt Shed, Fuel Station, Truck Scale, parking and general site development.

This Preliminary Design effort advanced the Schematic Design into 30% architectural and engineered plans where major design elements are sized, selected, located and quantified.

Size: 53,000 SF

Cost: \$11 M

Completion: 2021

Client: Pepin County

Contact: Chris Bates





VERNON COUNTY CENTRAL HIGHWAY GARAGE

Viroqua, WI

The new main shop of 44,700 facility was designed to house 25 vehicles including 14 plow trucks. In addition, the building also includes 3 large vehicle repair bays and 2 small vehicle repair bays, a sign shop, a parts storage room, a fully automated truck wash, crew lockers, a lunchroom, and offices for the entire department.

The site includes 12K gallon fueling station and canopy, outdoor stock storage, stormwater, and parking. Master planning for salt sheds and cold storage was incorporated into the design to be completed as needed in the future. Barrientos Design was hired to design full architectural plans and oversee construction administration.

The Highway Garage is currently under construction and progress can be seen in the images on this sheet.

Size: 44,700 SF

Cost: \$10.6M

Completion: 2018

Client: Vernon County Highway Department

Contact: Phil Hewitt, County tel 608-637-5452





DOOR COUNTY MAINTENANCE FACILITY

Sturgeon Bay, WI

The Barrientos Design team completed the design and structural engineering for the Door County Fleet Maintenance Facility that was designed to house 41 trucks, field equipment storage, bulk fluids and house lockers and a lunchroom for a staff of 45 people.

Site functions include: salt shed, fueling station and canopy outdoor stock storage, equipment storage buildings and truck scales. Barrientos Design was hired to design full architectural plans, complete structural engineering of the facility, and oversee construction administration.

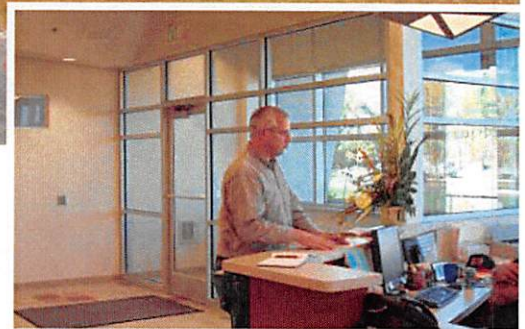
Size: 90,000 SF

Cost: \$17 M

Completion: 2005

Client: Door County Highway Dept.

Contact: John Kolodziej (920) 746-2203





KEWAUNEE COUNTY HIGHWAY & PARKS GARAGE FCA/SPACE NEEDS

Kewaunee, WI

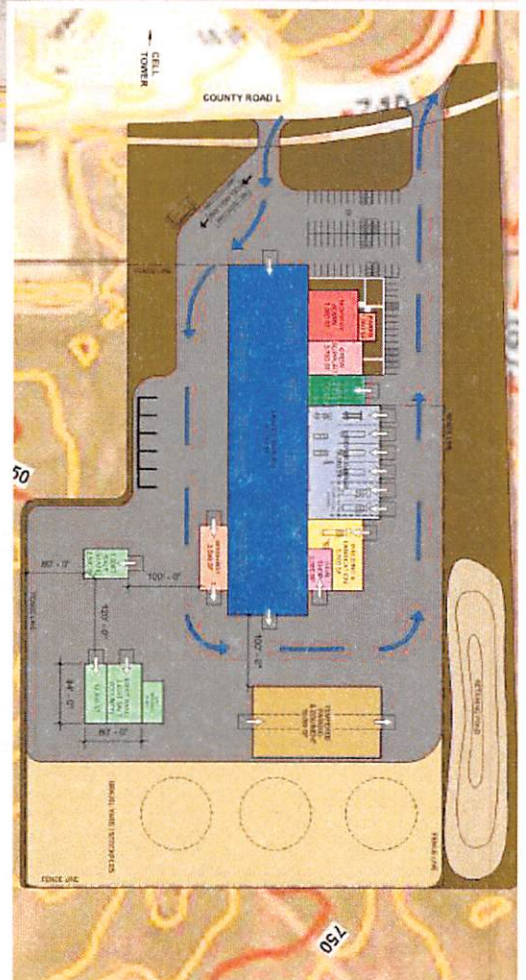
This study identified the costs to maintain and repair the existing County Highway facilities, tabulate future space needs for the building and yard facilities, and develop concept plans and costs for expanding and rearranging the Highway Facility. The solution time-frame for this study was out 50 years and thus, it takes a long-term look at building performance, merits of continued investment and the operational benefits gained over time.

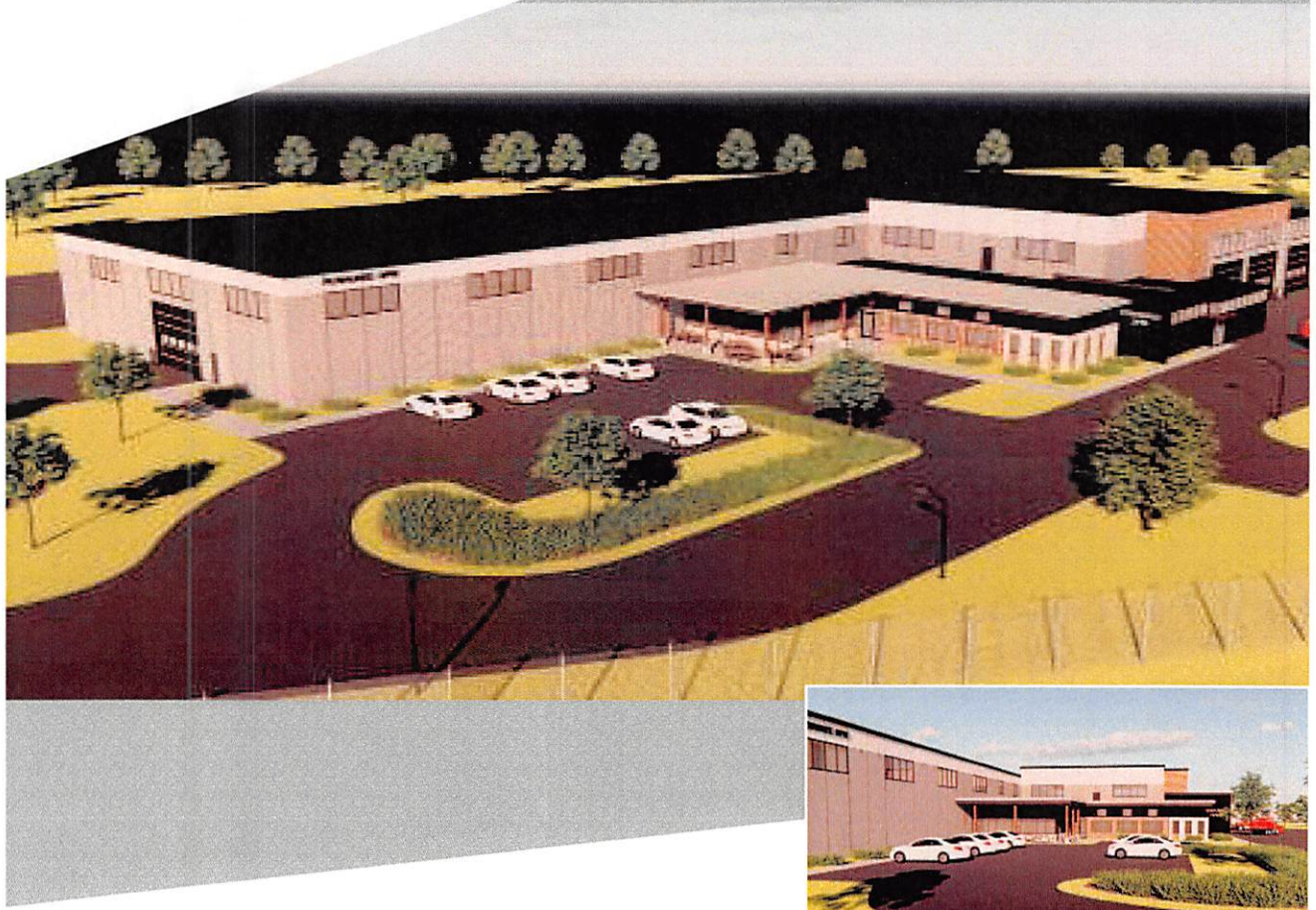
Barrientos Design, along with Ayres Associates, provided architectural and engineering services. The team conducted onsite interviews with the staff and toured the facility to observe usage, equipment, storage and general architectural needs.

Completion: 2020

Client: Kewaunee County

Contact: Todd Every





CITY OF PEWAUKEE PUBLIC WORKS GARAGE

Pewaukee, WI

The objective of this design was to establish costs to maintain and repair the existing City Hall/DPW facilities on Pewaukee Road, tabulate future space needs for the building and yard facilities, and develop concept plans and costs for expanding and rearranging the municipal complex. The buildings involved in this study were the City Hall, Highway Garage, Storage buildings and the DPW Yard facilities.

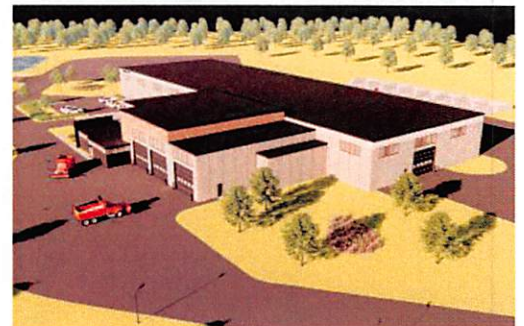
The Barrientos Design team conducted onsite interviews with the staff and toured the facility to observe usage, equipment, storage and general architectural needs. Information from interviews and analysis was used to provide a recommendation to the city on how to best capitalize on available space.

Size: 50,000 SF

Cost: \$14 Million

Completion:

Client: City of Pewaukee





MENOMINEE COUNTY MAINTENANCE FACILITY

Keshena, WI

Barrientos Design completed the design of a new 35,000 square foot fleet maintenance facility that houses patrol trucks in heated parking, three mechanic's bays, truck wash, parts storage, lube fluids, staff lockers and a lunch room.

Administrative areas include: Commissioner's office, County Meeting Room, lobby and administrative offices. Site functions include: cold storage building, salt shed, fueling station, truck scale, stockpile bins and separate parking for staff and visitors.

Barrientos Design was hired to design full architectural plans and oversee construction administration.

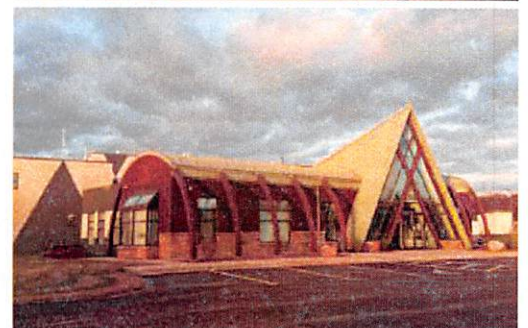
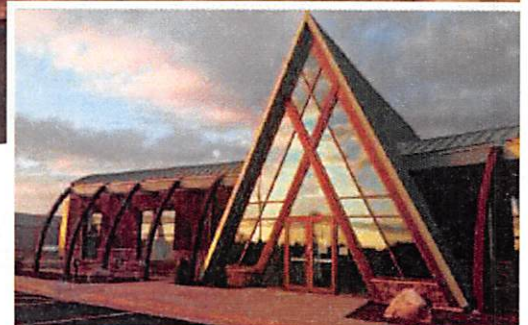
Size: 35,000 SF

Cost: \$12M

Completion: 2003

Client: Menominee Highway Dept.

Contact: Jeremy Weso, (715) 799-3369





MANITOWOC COUNTY MAINTENANCE FACILITY

Manitowoc, WI

Barrientos Design completed the design of this 76,000 square foot Highway Maintenance Facility located at a new site that previously functioned as a gravel quarry. Barrientos Design was hired to develop a complete site master plan to delineate all the ultimate facilities on the site over a three-year period.

Site functions include: operations building, salt dome, fueling station, compost pad, outdoor stock pile storage, equipment storage buildings, truck scales and asphalt plant machinery layout areas.

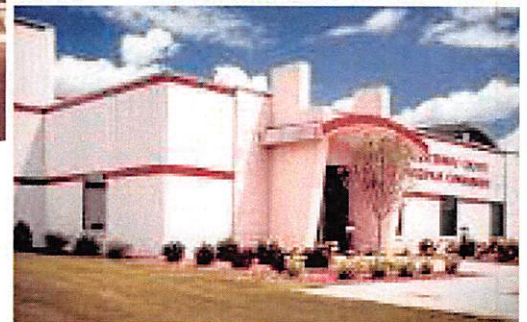
Building functions include: 7 vehicle service bays, steam wash bay, welding shop, sign shop, tire storage, fluid storage, parts storage, steel storage, lunchrooms, locker rooms and administrative offices.

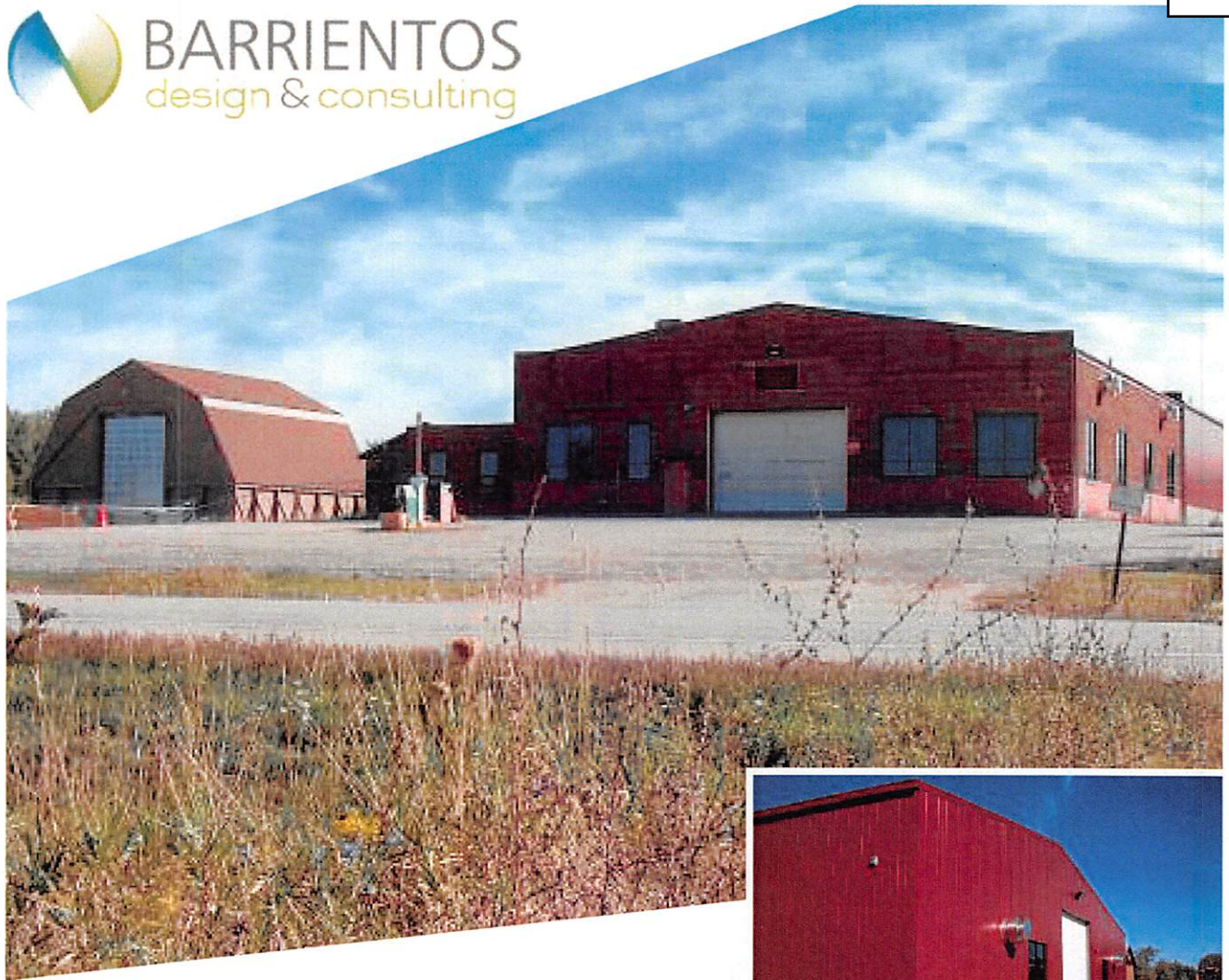
Cost: \$15M

Completion: 2002

Client: Manitowoc Highway Dept.

Contact: Wayne Sleger, (920) 683-4354





GREENLEAF MAINTANANCE FACILITY

Greenleaf, WI

Barrientos Design completed the addition of a new vehicle storage bay to the existing maintenance shop of 50 years. The new storage bay provides storage for 14 large vehicles including salting and snowplow trucks.

Exterior construction involved a new metal paneled enclosure, new windows, new roofing, and flooring refinishing. Interior renovation involved an accessible entry, new lockers, lunch room, offices, replacement of the entire HVAC systems, and modernization of electrical and plumbing systems.



Completion: 2004

Client: Brown County Highway Dept.
Doug Marsh, (920) 662-2154



NEW BERLIN STREETS & UTILITIES GARAGE

New Berlin, WI

For the City of New Berlin, Barrientos Design is designing two public works facilities: the Utilities Garage and the Streets/Parks/Building's Garage. Barrientos Design developed a space needs and master plan for implementing both facilities by reusing the existing sites.

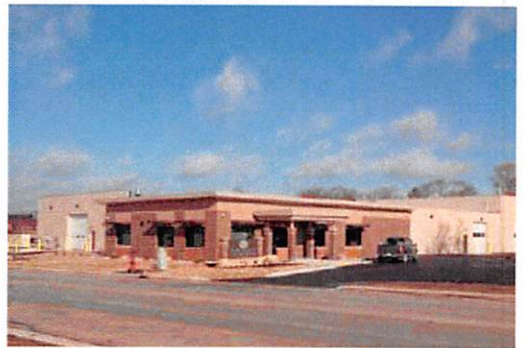
The recommended plan consists of a combined Streets/Parks/Buildings Garage of 74,000 SF along with a central repair garage. The Utilities Garage is a separate 30,000 SF building which involves partial demolition of the existing structure and creating a significant addition in place.

Size: 30,000 SF (Utilities Building)

Cost: \$4M

Completion: Fall 2018

Client: City of New Berlin





SUN PRAIRIE DPW FLEET REPAIR FACILITY

Sun Prairie, WI

Barrientos Design & Consulting was commissioned by the City of Sun Prairie to assist in the building of a new fleet repair maintenance facility with administration wing. The facility, with a steel frame and pre-cast panels, covers 15,000 square feet. The garage portion of the building features a mezzanine over the one-story facility. The administration wing includes lockers, bathroom facilities, washers and dryers, and lunch room/training space.

Barrientos Design provided a Siting Study, Master Planning, Schematic Design, Design Development, Construction Documentation, Bidding, Construction Administration and Management for the project.

Size: 15,000 SF

Cost: \$7.2M

Completion: 2007

Client: City of Sun Prairie

Contact: J.R. Brimmer 608-837-0712





WINNEBAGO CTY VEHICLE STORAGE ADDITION

Oshkosh, WI

Barrientos Design was hired to design full architectural plans and oversee construction administration for a 15,000 SF Storage Addition designed to house 15 trucks.

The building utilizes insulated metal panels for walls and roof. The existing building was analyzed and reinforced for additional snow drift loadings. Water and air are available at every other stall for convenient use.

Size: 15,000 SF

Cost: \$1.4M

Completion: 2002

Client: Winnebago Highway Dept.
John Haese, Hwy Commissioner
Tel: 920-232-1700





FOND DU LAC COUNTY CAMPBELLSPORT SATELLITE GARAGE Campbellsport, WI

Barrientos Design was selected by Fond du Lac County to design a new satellite garage in Campbellsport, WI. Before beginning the design of this facility we were tasked with reviewing and documenting all of the County Highway buildings, vehicles and equipment. After compiling this information we made a recommendation on the appropriate size of the new Campbellsport Garage.

The new 17,700 SF garage features solar panels, a wash bay, natural day-lighting, a mezzanine and a small office component consisting of a ready room, locker/toilet rooms and storage and mechanical space. Additionally, the site contains a 3,500 ton salt shed, 10,000 gallon fuel tank and storage for bulk materials.

Size: 17,700 SF

Cost: \$4.6M

Completion: 2014

Client: Fond du Lac County Highway Department

Contact: Tom Janke, 920-929-3488





MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION NORTH GARAGE

Milwaukee, WI

The existing MCDOT garage on the north side of Milwaukee was old and undersized. The County was also interested in combining the Parks Forestry Division into the DOT building. Barrientos provided space planning, schematic-level drawings, and cost estimates for both scenarios. Option 1 was a 48,000 s.f. garage with 28 parking stalls and three repair bays, just for the DOT. Option 2 was a 72,000 s.f. garage for both Parks and DOT.

The challenge was to fit the garage, a 21,000 s.f. cold storage building, fuel island, an existing 12,000 ton salt shed, and yard storage for both departments on an eight acre site. An adjacent property purchase would be required. Barrientos was able to produce a site option with adequate vehicle circulation as well as accommodating all of the programmatic requirements.

Client: Milwaukee County





CITY OF SUN PRAIRIE PUBLIC WORKS GARAGE

Sun Prairie, WI

Barrientos Design and Consulting was retained by City of Sun Prairie to design a new Public Works Garage that involved a 25,000 heated parking garage and a 4,000 SF administration wing on a tight urban site. The Heated Parking Garage houses 32 large street maintenance vehicles along with parts storage, repair shop and truck wash bay.

The 4,000 SF Administration wing contains the Public Works Director's offices, accounting staff, crew lockers, lunchroom, laundry, communications and records archives.

The structure is a pre-engineered, metal-paneled building with a split-face block base for vehicle impact resistance. An entry canopy was added for rain and snow protection and to enhance the urban character of the building.

Cost: \$7M

Client: City of Sun Prairie Public Works

Contact: J.R. Brimmer 608-837-0712





LADYSMITH DPW ARMORY CONVERSION

Ladysmith, WI

After completing a Preliminary Design Study for the reuse of an existing Armory building and yard complex, Barrientos Design was hired to provide Final Design Documents, as well as Bidding and Construction Administration for the City of Ladysmith.

Renovation to the existing Armory building included converting an Assembly/Drill Hall into a Streets vehicle parking garage with one repair bay, a Unit Storage room into Water vehicle and equipment parking garage, a Kitchen into a Mechanic's office and parts storage, and a Rifle Range into bulk storage. A new fire sprinkler system was added throughout to provide compliance with State Building codes for reuse of this building for vehicle storage and office functions together.

Completion: 2020

Client: City of Ladysmith

Contact: Kurtis Gorsenger





BROWN COUNTY REDEVELOPMENT/RELOCATION STUDY

Green Bay, WI

The intent of this study was to determine the optimal building and site needs for a new Public Works facility assuming a relocation effort and identify candidate sites for the new facility and then at one recommended site, provide the County with a capital budget for a completely relocated facility.

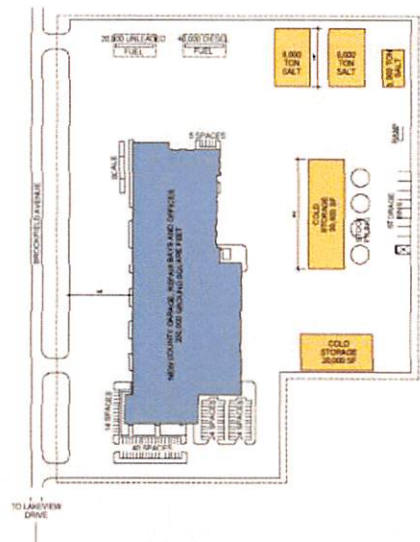
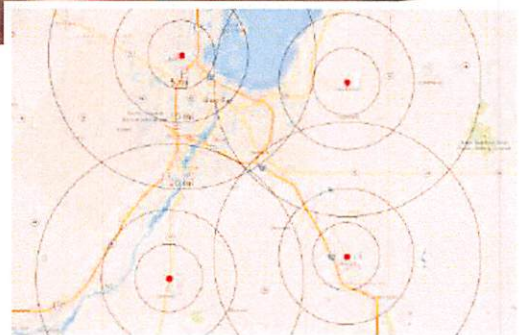
The operational groups incorporated in this new facility include: Highway Operations, Facilities Management, Parks, Land Conservation/Planning and Solid Waste. The Highway Operations' asphalt plant though is assumed to be relocated to a separate parcel.

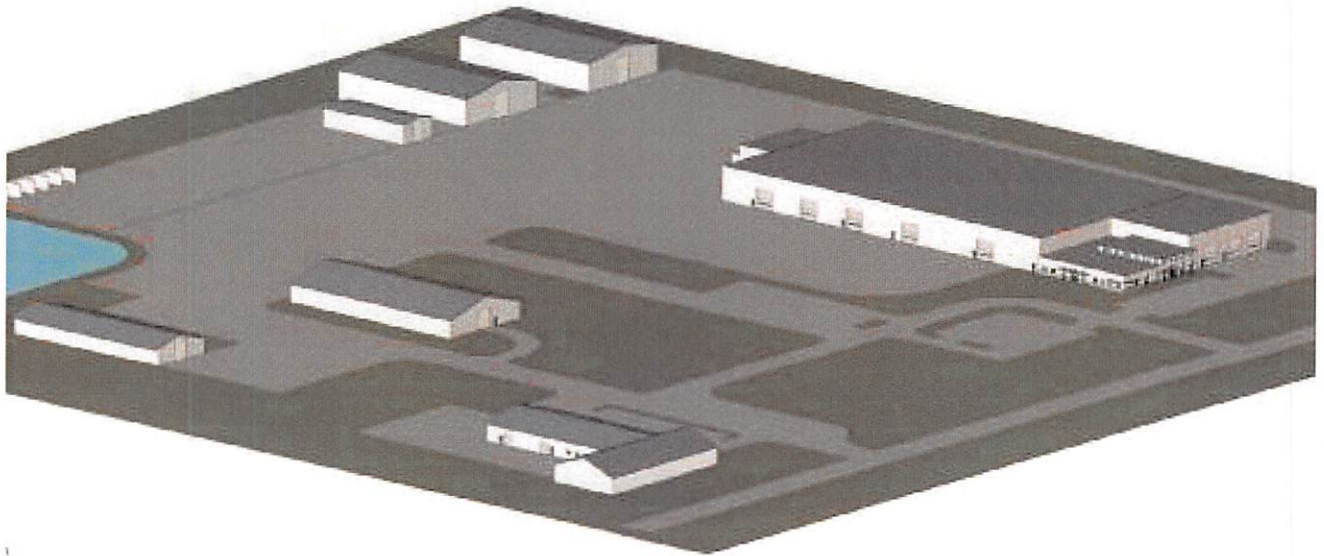
Size: 225,000 SF

Costs: \$46,000,000 Est

Completion: ongoing

Client: Brown County DPW, Doug Marsh, (920) 370-3587





Site 3D

Scale

Fond du Lac County Highway Dept.
 Strategic Development
 3/2015

FOND DU LAC COUNTY EXISTING BUILDING ANALYSIS AND SITE SELECTION STUDY

Fond du Lac, WI

Barrientos Design and Consulting was retained by Fond du Lac County to analyze the options that the Highway Department has for constructing a new main garage to replace their current undersized facility. Two options were considered for staying on and expanding the existing site in Fond du Lac. Twelve sites were looked at as possible replacement sites for the main garage with five of those being closely studied to determine a best fit for a new main garage.

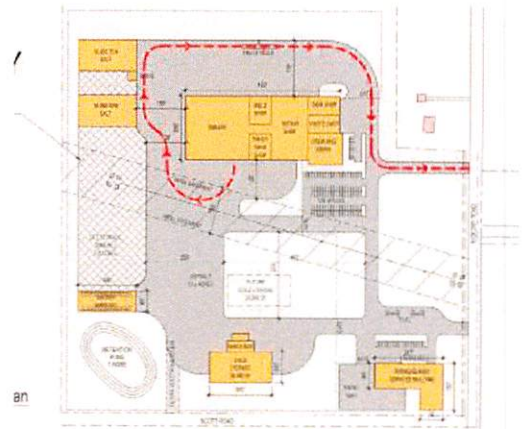
A new site has been selected and we are currently completing another study before the County proceeds with the purchase of the land.

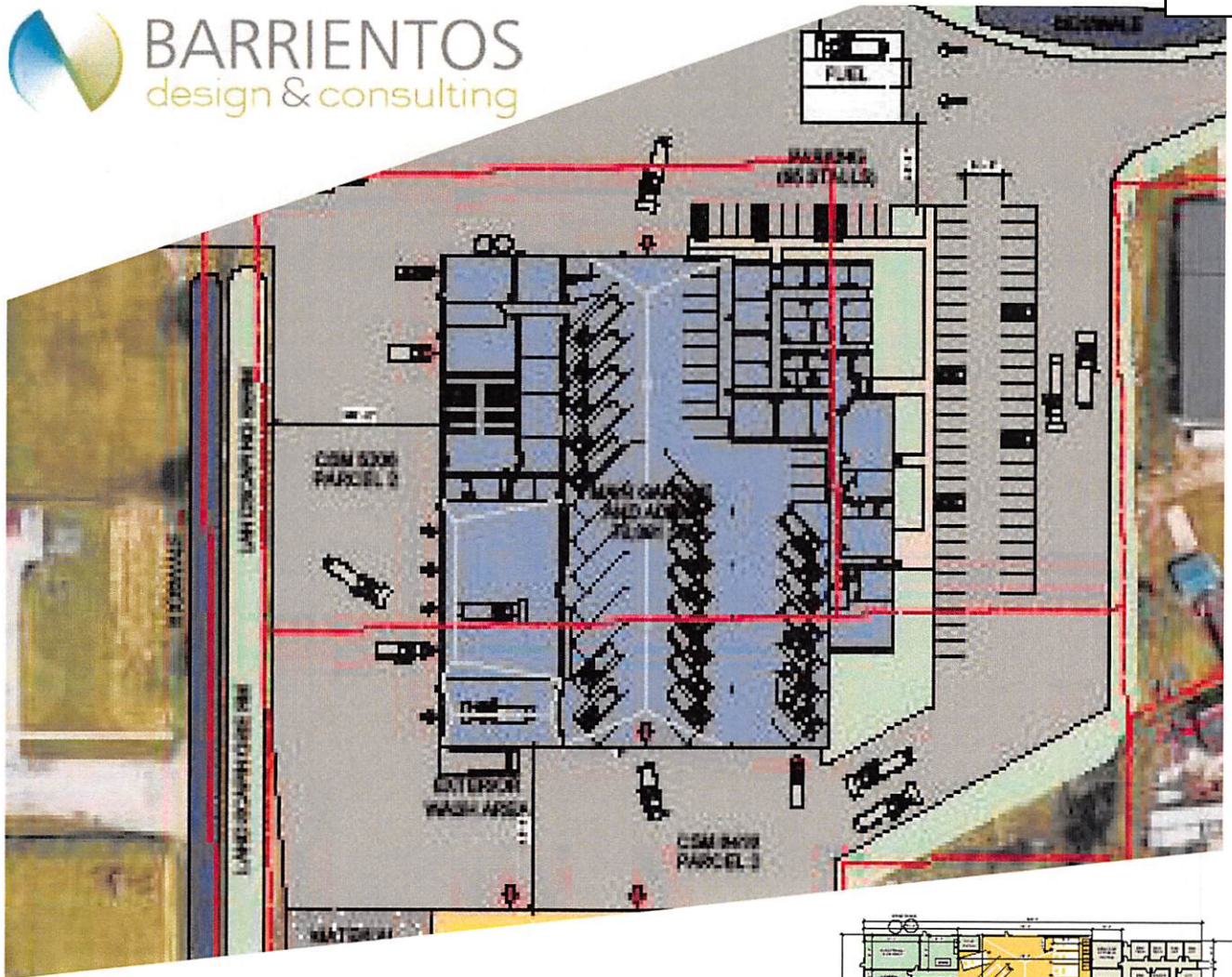
Size: 135,000

Cost: \$27,000,000 Est

Completion: Preliminary Design Completed

Client: Fond du Lac County Tom Janke, 920-929-3488



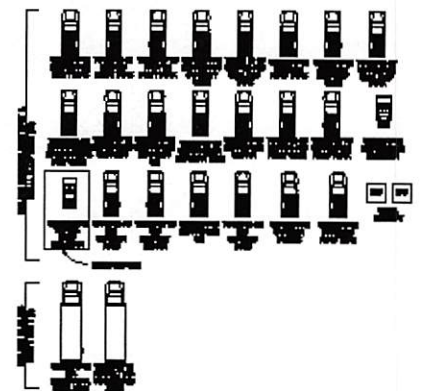


CITY OF CUDAHY PUBLIC WORKS DEPARTMENT

Cudahy, WI

The city of Cudahy hired Barrientos Design to assess both the building and yard space needs for the Public Works Department, which also encompasses the Parks Department, in order to determine the best direction for replacing their public works department. Initially, Barrientos Design analyzed current vehicle needs and employee counts, as well as factoring in future growth.

At the same time, Barrientos Design developed a concept design for the new building, using square footage counts determined by the space needs analysis. Barrientos worked extensively with the City of Cudahy to determine the best location for many offices and programmatic spaces. The garage is centered around a double-aisle heated garage, which provides parking for vehicles as well as emergency equipment.



Size: 83,000 SF

Cost: \$16,200,000 Est

Completion: Preliminary Design Complete

Client: Mary Jo Lange, Director of Public Works,
 (414) 769-2253, City of Cudahy



WAUSAU CITY DPW GARAGE STUDY

Wausau, WI

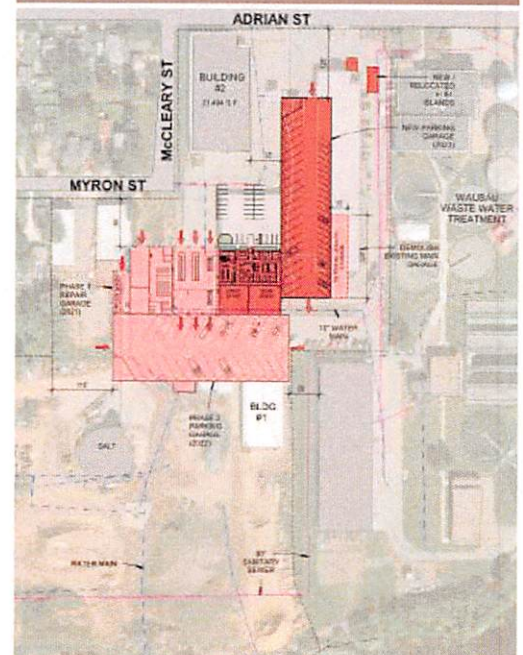
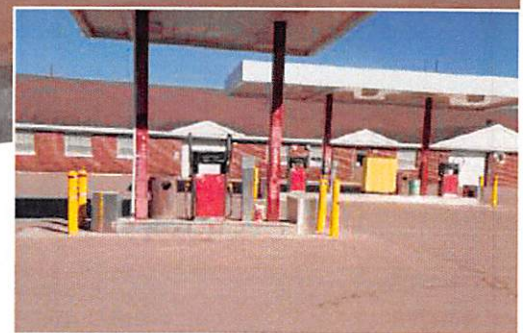
The focus of this study was to assess the capital costs required to maintain the City of Wausau's Department of Public Works facility over the next 10 years, and to identify the optimal spatial needs of the facility versus the current capacity. The subject facility is the main building at the DPW site. The Salt Shed and cold storage metal buildings are considered in good shape and were only briefly reviewed.

A facility condition and space needs assessment led to conceptual development of a new building and site planning at the existing site. The existing building was undersized and poorly laid for current operations. This hampered efficient parking, maneuvering, storage, and staff support. The new design options minimized the impact of new construction on current operations.

Completion: 2019

Client: City of Wausau

Contact: Ric Mohelnitzky



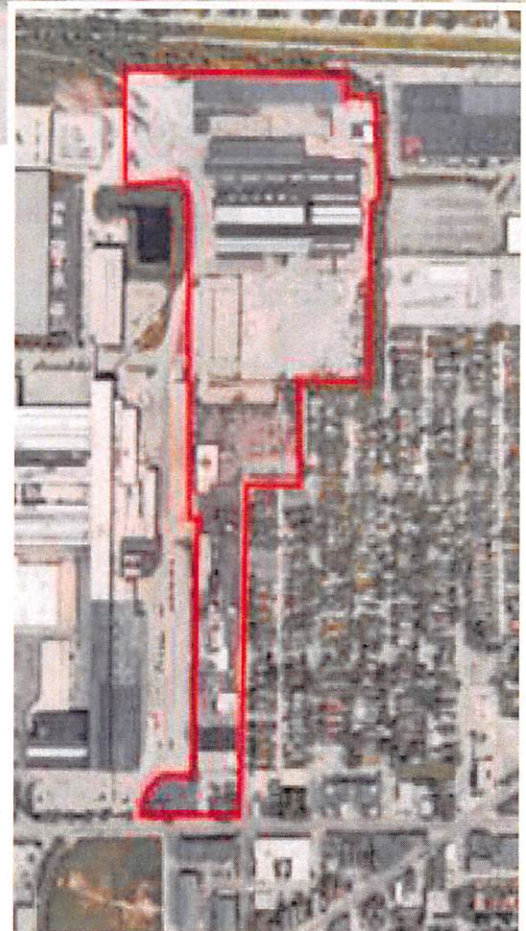


CITY OF WEST ALLIS DPW

West Allis, WI

West Allis hired Barrientos to perform facility programming and an extensive site selection study for their Department of Public Works. Our recommendation was to consolidate operations and departments (Yard, Fleet, Inventory, Buildings & Signs, Electrical, Streets & Sanitation, Utilities, and Forestry) into a 227,000 s.f. facility. We worked closely with the Fleet Supervisor to accurately program the 156 vehicles and 36 pieces of large equipment that require heated parking in order to reduce long-term maintenance cost, and more importantly, replacement costs.

Additionally, we were able to reduce several department area needs through the use of shared crew, shop, and support spaces. We determined that their ideal garage would need between 15 and 20 acres of land. We analysed 19 sites and reduced the possible candidates to 6. Ultimately, one site was recommended for construction.



Client: City of West Allis



5. ARCHITECTURAL SCOPE OF WORK

PROJECT BACKGROUND

Sheboygan DPW and Transit have conducted various renovations and alterations over the last decade with more projects being anticipated. As these facilities near 50+ years old, many of the building systems are needing replacement and there are functional layout issues hampering operational efficiencies.

At the DPW Garage, the areas anticipating needing renovation or expansion assessment include:

1. Truck wash bay, possibly construct a new stand-alone wash bay or as an addition.
2. Repair Garage upgrades for lube reels, vehicle lifts, point source ventilation
3. Repair Garage expansion to the east
4. Concrete Shop remodel or new one
5. Increase office space into Parts Storage
6. Various other shop bay renovations or relocations
7. Balance ventilation and air pressurization
8. Public waste drop-off relocation and traffic control
9. Added cold storage buildings
10. Increase yard for material storage
11. Adding parcels from adjacent home properties
12. Fencing and gate security
13. Employee and guest parking areas
14. General traffic flow and separation of DPW vehicles from staff, public and vendors.
15. Pre-wash down pad for truck grit, mud, rocks and ice
16. Power upgrades and distribution
17. Plumbing upgrades and distribution
18. HVAC system maintenance
19. Code compliance with ADA, occupancy separations and egress
20. Life-safety compliance

The Transit Garage has conducted less renovation work than the DPW and its facilities have an equally extensive deferred maintenance backlog.

SCOPE OF RENOVATION & EXPANSION STUDY

Barrientos Design will provide architectural planning services for the assessment and development of this scope of work. Specific tasks and deliverables will be as follows.

TASK 1 – FACILITIES CONDITION ASSESSMENT



1. Meet with City representatives to kick-off the project and confirm the scope, direction and desired outcome of the assessment
2. Reviewing existing drawings of the original building and recent renovations.
3. Create a base floor plan for planning and work identification purposes
4. Tour the Garage and Transit structures and document their facility condition through photographs and plan notations.
5. Gather data on past renovation work and costs over the past five years.
6. Identify the facilities major hinderances in executing daily functions.
7. Write up a narrative of each building system identifying repairs, replacement, maintenance or compliance needs and their costs. This will cover the following building components will be reviewed:
 - a. Architectural enclosure
 - b. Structural systems
 - c. HVAC systems
 - d. Plumbing systems
 - e. Electrical systems
 - f. Fixed maintenance equipment
 - g. Cold storage and Yard facilities, including salt sheds, cold storage, fuel station, site and fencing.
8. Prioritize and phase renovation work over a ten-year schedule
9. Develop a cost estimate of renovation items for the next 10 years.
10. Gather City's insured value of the structures. Compare renovation costs to insured value.
11. Summarize and present data in a booklet form. Offer opinion on the value of continued investment into the building or where monies are best spent for the longevity of the building.

Survey and report limited to what is accessible and otherwise observable. Detailed life cycled costs and ROI analysis are not included.

TASKS 2 – SPACE NEEDS & CONCEPT EXPANSION PLANS

1. Interview key City staff on the operations of repairs, equipment parking, parts storage, staff support and administrative areas
2. Intake facility data on: fleet composition, major fixed equipment, parts and bulk storage, mechanics, field crew, supervisors and administration needs and equipment.
3. Meet with staff to observe the flow of operations, material and personnel. Recommend the best relationship network the rooms should have to each other.
4. Assess how the Garages can meet changing trends of: labor demographics, staff attraction and retention, workplace health and safety, shop and maintenance efficiency, infrastructure operations and maintenance changes, vehicle composition and EV shifts.



5. Develop an Optimal Room Tabulation Program that identifies the needed space and configuration for major rooms. Compare recommended square feet against existing square feet and identify deficits of square feet.
6. Create a summary of facility deficiencies beyond square feet that covers: ceiling heights, door clearance, drive aisle clearances, equipment needs and accessibility of equipment and parts.
7. In a tabular form, summarize key facility data and capacities including number of vehicles parked, staff assignments fuel gallons stored and salt tonnage stored.
8. Future growth of the Departments' activities along with fleet and staffing changes will be explored. A percent increase in growth over the next ten years will be developed.
9. Summarize the space needs in terms of comparison to existing SF, proposed SF and recommended net increases in SF.
10. In narrative form, identify opportunities and constraints for expansion at the sites.
11. Develop concept floor and site plans indicating scope of renovation and expansion work.
12. Develop cost estimates and schedules for expansion scopes.
13. Provide a written analysis of how well the renovations and expansions meet the Garages' needs for the next 10 years.
14. Prepare a final report document and a PowerPoint presentation.
15. This report will be formatted into an 8 ½ x 11 booklet and provide a USB drive of the full report in pdf format.

TASK 3 – ADDITIONAL LAND OPTIONS & COMBINED FACILITY

1. For the DPW Garage alone at New Jersey Avenue, create up to three concept layouts assuming adjacent parcels can be purchased.
2. Create a hypothetical and optimal combined Garage facility site and building plan for use in establishing sizing criteria.
3. For a combined DPW and Transit Garage facility at New Jersey Avenue, create up to three concept site layouts assuming adjacent parcels can be purchased.



6. SCHEDULE & WORKLOAD

STUDY SCHEDULE

Barrientos Design will provide this study over a four-month period as follows:

Task 1 – Facilities Condition Assessment: six weeks

Task 2 – Space Needs: six weeks

Task 3 – Expansion Options: four weeks

Total time 16 weeks (four months)

CURRENT WORKLOAD

With our experienced staff and specialized consultant team, Barrientos Design is fully capable of executing the scope of work in a timely manner and to a successful conclusion. On past City projects, we have always met the schedule and interim milestones allowing the client to move along steadily and per schedule.

As Principal for our company, I positively state that we the quantity and expertise of staff required to commit to your schedule and scope of work required. Moreover, we will actively monitor and organize the design schedule so everyone on the team stays informed and up to date.

Barrientos Design current backlog of work extends out three months with some of these projects winding down over the next month.

Given that two to three architects will be working on this around 50% of their time, and that we have a staff of 10 people, we foresee no problem in providing the manpower to complete the study in four months.

We also believe that the four month's period is an appropriate amount of time to cover the scale of the two facilities.



7. PROJECT APPROACH

VALUE ADDED APPROACH & BUILDING CONSENSUS

Our design process will be thorough, deep and cognizant of what today's best industry practices are for Shops and Garages. We will start with documenting your operational mission, functional goals, staffing organization, vehicle composition, shop practices, parts inventory and controls and needs for security. We will then engage your staff at the Director, Superintendent, and Manager level for a 360 assessment of how operations best flow throughout the day. Once these broad operational issues are defined, we will intake, document and tabulate the key facility design criteria that support your mission and goals for a streamlined operation.

In the end, our planning goal will be to deliver to the City, a building and site plan that supports daily operations, captures the flow and sequence of activities, provides space that is right-sized, configured for time-efficient operations, and allows for the flexibility of change and growth. Moreover, we will pinpoint where the functions can be best grouped to share common building resources and logical workflow adjacencies.

Barrientos Design will achieve this planning rigor based on our commanding experience in the field of Garage and Shop design. We have executed designs on over 60 Garages and Shops over the last 36 years and our design professionals have consistently practiced design with this building type as well. 80% of our overall design work over these years, has been with Garages and Shops. Moreover, we have become a resource to industry associations such as APWA and the WI County Highway Association, through our professional seminars provided to organizations.

Our approach will be to first focus on the fleet and how that equipment can be best stored, accessed and maintained throughout daily operations. Following the sequence of events that occur from the start of morning staging to the loading of field equipment and then on the return of the day for unloading, washing and fueling, will provide us the essential traffic patterns needed.

The next essential element of the facility will be asset control: storage locations, loading, shelving, distribution, and proper storage environments. Large amounts of material flow in and out of yard so lining up the sequence of material movement will be documented by our team during Pre-Design. The provision for secured and personal protection equipment items will be essential to control inventory along convenient distribution to the staff.

Maintenance and preparation of the vehicles is a major and ongoing activity at shops and we will review with the staff, the best methods and practices to achieve this. From truck washing, parts washing, hydraulic hose checks, the attachment of implements, and tire pressure checking all are part of an operator's daily activity. For the mechanics on site, the selection and layout of lifts, overhead cranes, bulk-fluid reels, welders and exhaust



systems are key to their ability to turn-over repair items efficiently.

The staff and organizational breakdown of the DPW/Transit staff will be explored as to how they are grouped, where they travel throughout the building and site during the day, who supervises them and what other groups they frequently interact with. For us, worker health and safety is paramount in a shop environment such as a Garage. The interior environment will be designed with clear walking passages, high levels of task lighting (natural and artificial), frequent air changes, slip resistant flooring, tie-off hooks where there is climbing involved, break areas free and clear of vehicles and repair activities, and locker / restroom facilities that offer privacy, storage for all assigned personal gear, and ADA accessibility.

As an expert in the design of Garages, Barrientos Design will also focus on the operational technology changes that have occurred over the last decade and impact the facility design. Many of these changes have involved different kinds of trucks and road equipment that can perform field functions more efficiently. This has resulted in most shops purchasing larger and more complex trucks that have many computerized and mechanized components. This in turn has created the need for larger parking stalls, a wider variety of vehicle parts, additional lube and oil types to be stocked, and higher levels of care and preparation needed for each truck. With your operators we will explore where the equipment technology trends are leading and what they will mean for your fleet composition.

CONTROLLING CONSTRUCTION COSTS

For most of our Garage designs we have worked with a Construction Manager as an integral part to our team. This delivery method is mutually beneficial for the City, A/E Design Team and the CM. Working through the design while getting periodic feedback on project costs allows us as a design team to pivot and value engineer parts of the project to bring it in on budget. Through our expertise in this specific project type we are well positioned to advise on building components or equipment that you do not want to sacrifice on and other areas where you can compromise in order to meet County goals.

As your trusted partner in the design of this important project we will work diligently to incorporate the needs of all departments to deliver a project that serves the City and its residents well for years to come.



8. LEGAL & INSURANCE

LEGAL ISSUE OUTCOMES, FILED AGAINST COMPANY

Barrientos Design positively states that we have no claims filed against us by a client.

LEGAL ISSUE OUTCOMES, COMPANY FILED AGAINST CLIENT

Barrientos Design positively states that we have no claims filed against us by a client.

GENERAL LIABILITY COVERAGE

Barrientos Design maintains general business liability coverage through State Farm. Our coverage limits have always met the requirements of our past municipal clients.

PROFESSIONAL LIABILITY COVERAGE

Barrientos Design maintains professional liability insurance with AON insurance. Our coverage limits have always met the requirements of our past municipal clients.



9. PROFESSIONAL SERVICES FEE

FEE

Barrientos Design will provide the above work for a lump sum fee \$51,729.

Reimbursables will include: travel, reproductions requested and distributed to the City, governmental application fees, and land surveys.

HOURLY RATE SCHEDULE BY CLASSIFICATION

For additional services where we agree to charge on an hourly basis, our rates by classification are as follows:

1. Principal-in-Charge:	\$185
2. Project Manager:	\$136
3. Project Architect:	\$102
4. Design Architect:	\$85
5. Intern/Clerical	\$64

III

Res. No. 15 - 22 - 23. By Alderpersons Dekker and Perrella.
May 16, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Bodart Electric Service, Inc. for the construction of the Sheboygan CMAQ Signal Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Sheboygan CMAQ Signal Improvements (the "Project"); and

WHEREAS, one bid was received in response to that advertisement; and

WHEREAS, the low bid was from Bodart Electric Service, Inc. for \$869,822.75; and

WHEREAS, the City Engineer has reviewed the bid and determined that the low bid met all of the specifications; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Bodart Electric Service, Inc. for the construction of the Project.

Public Works


BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:

Account #40033140-631200 (Street Improvements)	\$481,062.75
Account #48033140-631200 (Street Improvements)	\$388,760.00

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

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	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
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AGREEMENT
 BETWEEN OWNER AND CONTRACTOR
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Bodart Electric Service, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT


- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Project ID 4291-00-71 Taylor Drive Traffic Flow Improvement, Superior Ave to Indiana Ave; Project ID 4640-01-72 STH 28 Traffic Flow Improvement, North Avenue to Indiana Avenue; and Project ID 4650-02-71 STH 26 Traffic Flow Improvement, South Taylor Drive – North 9th Street, City Bid Number: 2463-22
- 2.02 City of Sheboygan Resolution: {Resolution Number}

ARTICLE 3 – ENGINEER

- 3.01 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.
- 3.02 The Designer of the project is JT Engineering, Inc.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before November 1, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

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requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.


6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:


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- a. Performance.
 - b. Payment bond.
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
 - a. None.
6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 page.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
8. All other federal requirements related to this project, which may not be attached but are incorporated by reference, including but not limited to:
 - a. Federal labor Provisions (HUD 4010)
 - b. Federal Wage Determinations
 - c. Affirmative Action Requirements
 - d. Equal Opportunity Clause
 - e. Contract requirements as identified in section 00 43 43
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*


- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;


PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
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2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
City of Sheboygan

CONTRACTOR:
Bodart Electric Service, Inc.

By: _____
(signature)
Name, _____
Title: Ryan Sorenson, Mayor

By: _____
(signature)
Name, _____
Title: _____
(printed)

Date: _____

Date: _____

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By: _____
(signature)
Name, _____
Title: Meredith DeBruin, City Clerk

Address for giving notices:


Date: _____

Signatures authorized pursuant to Res. ____-21-22.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
(signature)
Name, Charles C. Adams, City Attorney
Title:
Date: _____

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		Bid Number:	2463-22	Page: 1 of 2


Project ID 4291-00-71
Taylor Dr Traffic Flow Impr.
Superior Ave to Indian Ave

Project ID 4640-01-72
STH 28 Traffic Flow Impr.
North Ave to Indian Ave

Project ID 4650-02-71
STH 23 Traffic Flow Impr.
South Taylor Dr – North 9th St

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 43 43	Federal Requirements	1
	Supplemental Contract Special Provisions - Projects w/ Federal Aid	2
	Federal Wage Rate Sheets	17
	Executive Order 11246	2
	Commitment to Subcontract to DBE - DT1880	2
	Commitment to Subcontract to DBE - Attachment A	1
	Buy America Certifications	1
	Buy America Provision	1
	Cargo Preference Act	1
	ASP-3	33
	Required Contract Provision - FHWA 1273	11
	FHWA 1273 - Attachment A	1
	Certification Regarding Debarment, Suspension, and Other Matters	2
	Additional Federal-Aid Provisions	1
	Proposal Requirements & Conditions	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit - Subcontractor	1
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	4
00 61 14	Payment Bond Form	4
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	76

PROJECT MANUAL

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
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		Bid Number:	2463-22	Page:	2 of 2

[illegible]

TAYLOR DR TRAFFIC FLOW IMPROVEMENT

SUPERIOR AVE - INDIANA AVE
NON HWY
SHEBOYGAN COUNTY
STATE PROJECT NUMBER
4291-00-71
FEDERALLY FUNDED PROJECT

STH 28 TRAFFIC FLOW IMPROVEMENT

NORTH AVE - INDIANA AVE
NON HWY
SHEBOYGAN COUNTY
STATE PROJECT NUMBER
4640-01-72
FEDERALLY FUNDED PROJECT

STH 23 TRAFFIC FLOW IMPROVEMENT

S TAYLOR DR - N 9TH ST
NON HWY
SHEBOYGAN COUNTY
STATE PROJECT NUMBER
4650-02-71
FEDERALLY FUNDED PROJECT



BEGIN CONSTRUCTION
PROJECT ID 4640-01-72

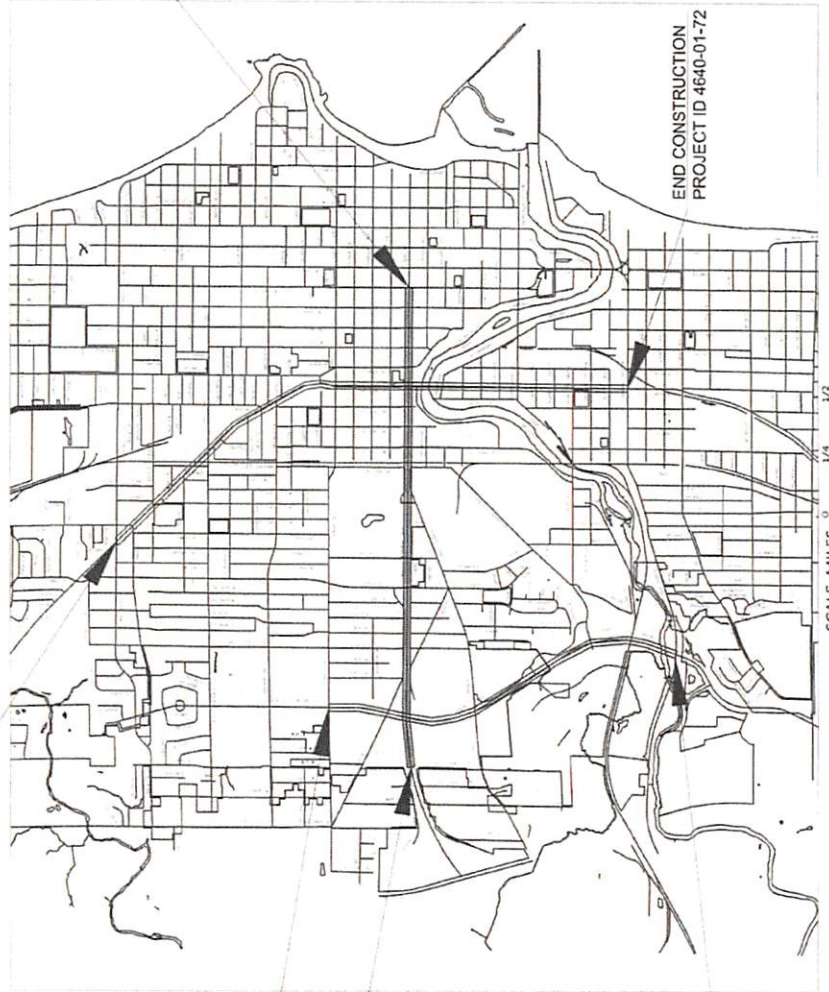
BEGIN CONSTRUCTION
PROJECT ID 4291-00-72

BEGIN CONSTRUCTION
PROJECT ID 4650-02-71

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	DETAILS
3	TRAFFIC SIGNAL PLANS
55	MISCELLANEOUS QUANTITIES
61	STANDARD DETAIL DRAWINGS

END CONSTRUCTION
PROJECT ID 4291-00-72



END CONSTRUCTION
PROJECT ID 4650-02-71

ACCEPTED FOR
CITY OF SHEBOYGAN

2/24/22
Date
Signature
2/24/22
Date
Signature

ORIGINAL FILED BY



CITY OF SHEBOYGAN SIGNALS
SHEBOYGAN COUNTY, WISCONSIN

ENGINEERING, INC.
1077 CENTRAL AVENUE, BLDG. 100
SHEBOYGAN, WI 53081
PHONE: 920-486-4771

DBE PERCENTAGE: 0%

Item 31.

CMAQ Signal Improvements (#8085825)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/29/2022 02:00 PM CDT

						Bodart Electric Service, Inc	
Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension
COS							
	1	204.0155	Removing Concrete Sidewalk	SY	25	\$50.00	\$1,250.00
	2	204.0195	Removing Concrete Bases	EACH	8	\$250.00	\$2,000.00
	3	602.041	Concrete Sidewalk 5-Inch	SF	220	\$20.00	\$4,400.00
	4	619.1	Mobilization	EACH	3	\$30,500.00	\$91,500.00
	5	634.0811	Posts Tubular Steel 2x2-Inch X 11-FT	EACH	1	\$275.00	\$275.00
	6	637.221	Signs Type II Reflective H	SF	10.25	\$30.00	\$307.50
	7	637.223	Signs Type II Reflective F	SF	14.14	\$35.00	\$494.90
	8	638.2102	Moving Signs Type II	EACH	2	\$250.00	\$500.00
	9	638.2602	Removing Signs Type II	EACH	2	\$250.00	\$500.00
	10	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	130	\$10.00	\$1,300.00
	11	652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	80	\$12.00	\$960.00
	12	652.0605	Conduit Special 2-Inch	LF	75	\$30.00	\$2,250.00
	13	653.0905	Removing Pull Boxes	EACH	2	\$250.00	\$500.00
	14	653.0164	Pull Boxes Non-Conductive 24x42-Inch	EACH	3	\$1,750.00	\$5,250.00
	15	654.0102	Concrete Bases Type 2	EACH	5	\$975.00	\$4,875.00
	16	654.0217	Concrete Control Cabinet Bases Type 9 Special	EACH	3	\$1,750.00	\$5,250.00
	17	655.023	Cable Traffic Signal 5-14 AWG	LF	11580	\$1.82	\$21,075.60
	18	655.024	Cable Traffic Signal 7-14 AWG	LF	4475	\$2.02	\$9,039.50
	19	655.026	Cable Traffic Signal 12-14 AWG	LF	23175	\$2.99	\$69,293.25
	20	655.027	Cable Traffic Signal 15-14 AWG	LF	2340	\$4.25	\$9,945.00
	21	655.028	Cable Traffic Signal 19-14 AWG	LF	410	\$4.75	\$1,947.50
	22	655.0515	Electrical Wire Traffic Signals 10 AWG	LF	25090	\$0.95	\$23,835.50
	23	655.0305	Cable Type UF 2-12 AWG Grounded	LF	7265	\$1.60	\$11,624.00
	24	657.0255	Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	EACH	7	\$450.00	\$3,150.00
	25	657.031	Poles Type 3	EACH	7	\$2,995.00	\$20,965.00
	26	657.0315	Poles Type 4	EACH	2	\$1,822.00	\$3,644.00
	27	657.0585	Trombone Arms 15-FT	EACH	1	\$1,340.00	\$1,340.00
	28	657.059	Trombone Arms 20-FT	EACH	1	\$1,431.00	\$1,431.00
	29	657.0715	Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-FT	EACH	2	\$570.00	\$1,140.00
	30	658.0173	Traffic Signal Face 3S 12-Inch	EACH	7	\$680.00	\$4,760.00
	31	658.0412	Pedestrian Signal Face 12-Inch	EACH	2	\$935.00	\$1,870.00
	32	658.0416	Pedestrian Signal Face 16-Inch	EACH	2	\$505.00	\$1,010.00
	33	670.01	Field System Integrator	LS	3	\$4,195.00	\$12,585.00
	34	670.02	ITS Documentation	LS	3	\$4,195.00	\$12,585.00
	35	678.05	Communication System Testing	LS	3	\$4,195.00	\$12,585.00
	36	678.04	Fiber Optic Termination	EACH	68	\$200.00	\$13,600.00
	37	SPV.0060.01	Salvage and Reinstall Existing Signal Equipment on New Pole	EACH	1	\$2,750.00	\$2,750.00
	38	SPV.0060.02	Radio Antenna	EACH	15	\$4,750.00	\$71,250.00
	39	SPV.0060.03	Ethernet Switch	EACH	25	\$2,295.00	\$57,375.00
	40	SPV.0060.04	Fiber Optic Termination Panel	EACH	18	\$1,495.00	\$26,910.00
	41	SPV.0060.05	Install Traffic Signal Control Cabinet	EACH	19	\$3,750.00	\$71,250.00
	42	SPV.0060.06	Install Gridsmart Video Detection System	EACH	18	\$3,750.00	\$67,500.00
	43	SPV.0060.07	Intall Extra Gridsmart Video Detection Camera	EACH	2	\$3,750.00	\$7,500.00
	44	SPV.0060.08	Removing Traffic Signal Unit	EACH	5	\$1,750.00	\$8,750.00
	45	SPV.0090.01	Procure and Install Fiber Optic Cable Outdoor Plant 6-Ct	LF	26400	\$4.00	\$105,600.00
	46	SPV.0105.01	Traffic Control - Taylor Dr Corridor	LS	1	\$26,500.00	\$26,500.00
	47	SPV.0105.02	Traffic Control - 14th St Corridor	LS	1	\$24,000.00	\$24,000.00
	48	SPV.0105.03	Traffic Control - STH 23 Corridor	LS	1	\$24,000.00	\$24,000.00
	49	SPV.0105.04	Erosion Control & Restoration - Taylor Dr Corridor	LS	1	\$5,800.00	\$5,800.00
	50	SPV.0105.05	Erosion Control & Restoration - 14th St Corridor	LS	1	\$5,800.00	\$5,800.00
	51	SPV.0105.06	Erosion Control & Restoration - STH 23 Corridor	LS	1	\$5,800.00	\$5,800.00
Total							\$869,822.75

III

Res. No. 160 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
May 16, 2022.

A RESOLUTION authorizing entering into an Agency Agreement with Credit Management Control, Inc. with regard to providing collection services to the City.

RESOLVED: That the Finance Director is hereby authorized to execute the Agency Agreement between Credit Management Control, Inc. and the City of Sheboygan regarding collection services, a copy of which is attached hereto and incorporated herein.

Finance and Personnel

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

AGENCY AGREEMENT

This agreement made and entered into this 24th day of March , 2022, by and between City of Sheboygan, hereinafter referred to as "Principal", and Credit Management Control, Inc., a collection agency duly licensed under and pursuant to the laws of the State of Wisconsin, hereinafter referred to as "Agent."

WITNESSETH

WHEREAS, Principal desires Agent to undertake the collection of Principal's accounts and other evidence of indebtedness from time to time, in the manner and under the terms and conditions hereinafter set forth: and,

WHEREAS, the parties contemplate a future course of dealing as Principal and Agent, and desire to set forth and define herein the mutual rights, obligations and liabilities of the parties hereto in such course of dealing.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements of the parties hereto it is hereby agreed as follows:

1. Principal hereby appoints Agent as its agent to collect and receive all sums of money due or payable to Principal for claims which the principal lists with Agent. CMC will accept for collection all active, delinquent accounts, not accounts that are in bankruptcy, deceased or disputed. Term of this contract is 3 (three) years starting April 1, 2022, through March 31, 2025. Contract can be renewed for 1 (one) additional 3 (three) year term. I minimum of 30-day notice must be given to renew the additional term. Upon termination of contract, agent will return all accounts, except accounts where Agent is in the actual process of collecting or where legal action has been taken on behalf of Principal. Termination of this agreement by Principal shall be subject to Principal's payment of commission due.
2. This agreement shall be effective as of the above date and shall continue in effect until terminated or modified in writing by Principal and Agent.
3. Agent shall use only ordinary and reasonable collection efforts as permitted by law and shall follow the Association of Credit and Collection (ACA) Code of Ethics and Professional Responsibility.
4. Principal agrees at the time of placement to cease all invoicing, notices and collection efforts against accounts that have been placed with Agent to avoid the possibility of harassment. Principal agrees not to list the same debtor account with more than one Agent at a time. Accounts listed at Agent will remain active until reported on the Return Report or Remittance Report.
5. Principal agrees the information furnished to Agent regarding the identity of the accounts is accurate, the balance of the account is the correct amount owed and all payments and credit due Principal from the account have been properly credited to the account balance prior to listing with Agent.
6. Principal hereby authorizes Agent to pursue all responsible parties in states that have doctrine of necessities, marital property and/or paternity laws that allow collection against multiple parties.
7. Principal agrees to have received express permission from the debtor to communicate in any manner with phone numbers and emails related to the debtor's account. Principal acknowledges and transfers that permission to Agent.
8. Principal agrees to not list known bankruptcy and past statute of limitation accounts with Agent. Principal agrees to notify Agent within five (5) business days of any accounts where it receives notification of bankruptcy filing.
9. Agent operates on a contingency fee basis, unless otherwise agreed upon by both parties, and earns its contingency fee on actual monies received regardless of payer and whether that money is paid directly to Principal or paid to Agent. Agent shall have authority to receive payment by all payment instruments and shall have authority to endorse checks, drafts, money orders, and other negotiable instruments which may be received in payment.
10. Principal shall refer all debtor inquiries, requests, payment promises and settlement offers to Agent.
11. Principal agrees to allow Agent to place accounts on a debtor's credit file as allowed by law. Agent agrees to follow the Fair Credit Reporting Act and will not remove an account that was accurately placed on a debtor's credit file.
12. Principal shall report all payments received at Principal's office upon receipt, including any payments made by third parties pertaining to accounts listed for collection and will be subject to customary charges as listed in agreement. Accounts are considered "listed" upon receipt at Agent's office.

13. On a monthly basis, or as otherwise required by law, the Agent will send the Principal a check for accounts collected minus the Agency's commission.
14. The Principal reserves the right to determine whether a claim shall be placed in litigation. If the Principal elects not to designate the attorney, Agent is authorized to tender the account to any attorney selected by Agent. Agent may retain such attorney on prescribed terms with the understanding that litigation is to be in the name of the Principal. Agent shall advise Principal immediately of any such selection made by Agent. Any such attorney selected shall be considered the Principal's attorney. Principal may authorize Agent to conduct correspondence with any such attorney and to receive payments made by the debtor. However, the conduct of the attorney shall at all times be subject to the control of Principal, and the attorney may report directly to the Principal or through Agent, as s/he desires. Either Agent or the attorney may advance the necessary legal cost, but the Principal agrees to pay for any disbursements thus made if requesting the judgment be canceled or returned. In the event of a counter suit, the Principal shall be responsible for the legal cost of Principal's defense. When the attorney collects an account, in whole or in part, s/he may deduct his/her fee and remit the balance to agent who shall be authorized to deduct his agreed commission and disbursements, before remitting the balance to Principal.
15. Principal agrees to allow Agent to use Principal for references and marketing purposes.
16. To the fullest extent permitted by law, Agent shall indemnify and hold harmless the Principal and its officers, agents and employees from any and all claims, damages to person property, lawsuits or liability (including, but not limited to: reasonable fees and charges of vendors, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of the Agent or any of the Agent's agents or employees in the performance of services under this contract.
17. Principal and Agent understand that if any portion of the above Agreement is found to be unlawful or invalid, the said portion will not nullify any remaining portion of this agreement.

Commission Rates:

25% **Regular:** Agent will be paid fee on payments made to Principal and/or Agent

10% **Trip:** Agent will be paid fee at the point when money collected through the Wisconsin Tax Refund Intercept Program (TRIP)

Post-judgment interest rate of 1% above prime in the state of Wisconsin will be assessed annually on the Principal of the account. This interest will be split at the legal rate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Agreement Date first written above.

Legal Business Name: City of Sheboygan

Client Signature

CMC, Inc. Agent Signature

Printed Client name

Printed Agent name

III

Res. No. 18 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
May 16, 2022.

A RESOLUTION to authorize a transfer of appropriations in the 2022 budget.

WHEREAS, Shoreline Transit is eligible for federal funding through the CARES Act, which will cover operating deficits in 2022; and

WHEREAS, in 2022, the City of Sheboygan budgeted \$450,613 in tax levy to support Shoreline Transit's operations; and

WHEREAS, a transfer to one-time capital projects will allow the City to maximize the amount of CARES Act grant dollars utilized.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to take the steps necessary to transfer \$450,613 from the Transit Fund to the Capital Project Fund as designated below:

Decrease:

Transit Fund Property Tax Levy (65193000.411100)	\$450,613
--	-----------

Increase:

Capital Projects Fund Property Tax Levy (40015100.411100)	\$450,613
Library Exterior Wall Maintenance (40051100.621200)	\$100,000
Library Fire Alarm Upgrade (40051100.621200)	\$ 50,000
Police Building Maintenance (40021100.621100)	\$ 75,000
Police Range Remediation (40021100.621200)	\$ 45,000
Fire Tech Rescue Equipment (40022100.649100)	\$ 45,000
Fire Training Simulator (40022100.649100)	\$ 35,000
Traffic Control Upgrades (40033250.649100)	\$ 70,000
Contingency (40015100.649500)	\$ 30,613

Finance + Personnel

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

Res. No. 19 - 22 - 23. By Alderpersons Dekker and Perrella. May 16, 2022.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) that the 2021 Compliance Maintenance Annual Report (CMAR) has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2021 CMAR, which is attached to this resolution.

BE IT FURTHER RESOLVED: That the Sheboygan Regional Wastewater Treatment Facility received an "A" grade for each section of the 2021 CMAR.

BE IT FURTHER RESOLVED: That the 2021 CMAR be accepted and placed on file.

Public Works

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/9/2022 2021

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	9.1294	x	201	x	8.34	=	15,299
February	8.8106	x	189	x	8.34	=	13,851
March	12.0421	x	131	x	8.34	=	13,204
April	10.5718	x	154	x	8.34	=	13,542
May	10.7151	x	166	x	8.34	=	14,795
June	9.8631	x	175	x	8.34	=	14,414
July	11.4246	x	154	x	8.34	=	14,662
August	10.9131	x	172	x	8.34	=	15,655
September	9.5219	x	198	x	8.34	=	15,755
October	8.9691	x	189	x	8.34	=	14,163
November	8.2332	x	214	x	8.34	=	14,723
December	8.2522	x	227	x	8.34	=	15,653

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	25.2	x	90	=	22.68
		x	100	=	25.2
Design BOD, lbs/day	27940	x	90	=	25146
		x	100	=	27940

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/9/2022 2021

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)
 2021-08-12

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

- ☒ Yes
☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

- ☐ Yes
☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

- | Septic Tanks | Holding Tanks | Grease Traps |
|--------------------------------------|--------------------------------------|-------------------------------------|
| <input checked="" type="radio"/> Yes | <input checked="" type="radio"/> Yes | <input type="radio"/> Yes |
| <input type="radio"/> No | <input type="radio"/> No | <input checked="" type="radio"/> No |

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

- Septic Tanks
☒ Yes 510078 gallons

☐ No

- Holding Tanks
☒ Yes 4905550 gallons

☐ No

- Grease Traps
☐ Yes 0 gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance was unaffected as a result of receiving these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

- ☐ Yes
☒ No

If yes, describe the situation and your community's response.

N/A

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

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☒ Yes

☐ No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

We received industrial dairy wastes and process was unaffected.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	4	1	0	0
March	25	22.5	3	1	0	0
April	25	22.5	3	1	0	0
May	25	22.5	3	1	0	0
June	25	22.5	2	1	0	0
July	25	22.5	2	1	0	0
August	25	22.5	2	1	0	0
September	25	22.5	4	1	0	0
October	25	22.5	3	1	0	0
November	25	22.5	3	1	0	0
December	25	22.5	3	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

☐ Yes Enter last calibration date (MM/DD/YYYY)

☒ No

If No, please explain:

We do not have an effluent flow meter.

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

There were no issues with treatment during 2021.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☐ Yes

☒ No

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If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

☐ Yes

☒ No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

☐ Yes

☐ No

☒ N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	4	1	0	0
February	30	27	5	1	0	0
March	30	27	4	1	0	0
April	30	27	4	1	0	0
May	30	27	4	1	0	0
June	30	27	2	1	0	0
July	30	27	4	1	0	0
August	30	27	2	1	0	0
September	30	27	3	1	0	0
October	30	27	4	1	0	0
November	30	27	4	1	0	0
December	30	27	4	1	0	0

* Equals limit if limit is ≤ 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points			0

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January									
February									
March									
April	23		3.517	0					
May									
June									
July									
August									
September									
October									
November	23		8.58	0					
December	23		3.168	0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.323	1	0
February	.9	0.284	1	0
March	.9	0.317	1	0
April	.9	0.220	1	0
May	.9	0.255	1	0
June	.9	0.225	1	0
July	.9	0.355	1	0
August	.9	0.384	1	0
September	.9	0.375	1	0
October	.9	0.403	1	0
November	.9	0.364	1	0
December	.9	0.318	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☐ Land applied under your permit
☒ Publicly Distributed Exceptional Quality Biosolids
☐ Hauled to another permitted facility
☐ Landfilled
☐ Incinerated
☒ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

Biosolids are sold to an outside contractor for use as a soil conditioner.

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 004 - EQ Dried Sludge - Dryer

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41			7.3												0	0
Cadmium		39			.96												0	0
Copper		1500			420												0	0
Lead		300			22.3												0	0
Mercury		17			.24												0	0
Molybdenum	60		75		10.1											0		0
Nickel					24.2											0		0
Selenium					<1.3											0		0
Zinc		2800			646												0	0

Outfall No. 005 - EQ Dried Sludge - Silo

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75				6.8		5.2		4.8	6.1		6.6			0	0
Cadmium		39	85				.92		.73		.75	.93		.91			0	0
Copper		1500	4300				461		429		410	400		434			0	0
Lead		300	840				24.4		22.4		28	31.2		29.3			0	0
Mercury		17	57				.19		.25		.36	.52		.46			0	0
Molybdenum	60		75				11.1		9.4		10.4	10.7		14.7		0		0
Nickel	336		420				27.1		25.1		26.9	27.1		29.3		0		0
Selenium	80		100				3.8		4		4.9	<2.5		5.2		0		0
Zinc		2800	7500				694		623		679	659		789			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
 ○ 1-2 (10 Points)
 ○ > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes

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0

- No (10 points)
 - N/A - Did not exceed limits or no HQ limit applies (0 points)
 - N/A - Did not land apply biosolids until limit was met (0 points)
- 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0
- Exceedence Points
- 0 (0 Points)
 - 1 (10 Points)
 - > 1 (15 Points)
- 3.1.4 Were biosolids land applied which exceeded the ceiling limit?
- Yes (20 Points)
 - No (0 Points)
- 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken?
Has the source of the metals been identified?

N/A

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2021 - 02/28/2021
Density:	64
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge Dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2021 - 04/30/2021
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Dried Biosolids - Dryer

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Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2021 - 06/30/2021
Density:	19
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2021 - 08/31/2021
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2021 - 10/31/2021
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2021 - 12/31/2021
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Heat Drying utilizing Biosolids Dryer

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Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2021 - 04/30/2021
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Dried Biosolids - Silo

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2021 - 06/30/2021
Density:	20
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2021 - 08/31/2021
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2021 - 10/31/2021
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process.

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Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2021 - 12/31/2021
Density:	15
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Heat Drying utilizing Biosolids Dryer

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Method Date:	02/22/2021
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97

Outfall Number:	005
Method Date:	04/12/2021
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.50

Outfall Number:	005
Method Date:	06/14/2021
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.10

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Outfall Number:	005	
Method Date:	08/16/2021	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	97.60	

Outfall Number:	005	0
Method Date:	09/20/2021	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	100	

Outfall Number:	005	
Method Date:	11/02/2021	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	95	

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

☒ >= 180 days (0 Points)

☐ 150 - 179 days (10 Points)

☐ 120 - 149 days (20 Points)

☐ 90 - 119 days (30 Points)

☐ < 90 days (40 Points)

☐ N/A (0 Points)

6.2 If you checked N/A above, explain why.

7. Issues

7.1 Describe any outstanding biosolids issues with treatment, use or overall management:

No outstanding issues were encountered in 2021.

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div>N/A</div> <p>Could use more help/staff for:</p> <div>N/A</div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div>N/A</div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none">● Yes (Continue with question 2) <input type="checkbox"/>○ No (40 points) <input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none">● Yes○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none">● Yes<ul style="list-style-type: none">○ Paper file system● Computer system○ Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">○ Excellent● Very good○ Good○ Fair○ Poor <p>Describe your rating:</p>	

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Replaced 2 clarifier drives, screening controls were added, rebuilt 1 influent screen, rebuilt 2 raw pumps. We continue to rebuild our critical equipment to improve overall plant reliability.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

STEVEN B JOSSART

Certification No:

12990

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes		X		
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				X
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	X	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

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OIT and Basic Certification:
☐ Averaging 6 or more CECs per year.
☐ Averaging less than 6 CECs per year.
 Advanced Certification:
☒ Averaging 8 or more CECs per year.
☐ Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information

Name:

Kaitlyn Krueger

Telephone:

920-459-3440

(XXX) XXX-XXXX

E-Mail Address
(optional):

Kaitlyn.Krueger@sheboyganwi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

N/A

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2021

● 0-2 years ago (0 points) ☐○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2021

● 1-2 years ago (0 points) ☐○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

N/A

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 1,865,340.12

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 1,865,340.12

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 109,859.48

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 1,975,199.60

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

N/A

3.3 What amount should be in your Replacement Fund? \$ 1,975,199.60

0

Please note: If you had a CWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Replacing/refurbishing the last primary and secondary clarifier drives. The plan is to replace each clarifier drive over the course of the next 1 - 2 years.	225000	2023
2	Fine bubble diffuser system maintenance and aeration basin repairs. The scope will also include the replacement of the beams supporting the walls in the anoxic and anaerobic zones.	900000	2023
3	Sanitary Sewer Lining Projects. The city of Sheboygan is setting aside money annually to line sanitary sewers in conjunction with street replacement projects over the next five years. The estimated cost is the total cost of the work over the next five years.	5000000	2027
4	Replacement aeration blower.	375000	2025
5	Update 6th and Pershing Lift Station. The lift station will be painted and the controls and electrical will be upgraded.	125000	2023
6	Paint Indiana Lift Station. The lift station cans will be cleaned and painted.	100000	2024
7	Bleach and Bisulfite Tank Replacement	250000	2024
8	Administrative Building HVAC Controls and air conditioning unit. The Admin building will be broken up into zones and the heating and air conditioning controls will be updated along with replacement of the air conditioning unit.	5500000	2024
9	Ferric Chloride Tank Replacement	150000	2025
10	Grit System Modifications. Baffles will be installed in the pista grit to improve both low and high flow performance.	125000	2025
11	Replace heat exchangers for the anaerobic digesters.	400000	2023

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12	Final Effluent Pumping system replacement	75000	2023
13	Dryer Maintenance beams Installation	75000	2023
14	North Avenue lift station generator control upgrades	40000	2024
15	North Avenue lift station controls upgrade	50000	2025
16	Replace north entrance gates to treatment plant	50000	2025
17	Paint North Avenue lift station	100000	2025
18	Administration Building roof replacement	550000	2026
19	Indiana Avenue lift station isolation wet well	450000	2026
20	Kentucky Avenue lift station upgrade	3400000	2027
21	Replace Influent building roof	450000	2027

5. Financial Management General Comments

Rates have been adequate to support the plant and capital project plans.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	53,344	387
February	54,545	603
March	59,628	248
April	60,811	96
May	45,166	38
June	46,142	2
July	54,286	0
August	44,735	0
September	41,267	0
October	40,658	13
November	36,627	109
December	45,371	427
Total	582,580	1,923
Average	48,548	214

6.1.2 Comments:

N/A

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System

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- ☐ Self-Priming Pumps
☐ Submersible Pumps
☒ Variable Speed Drives
☐ Other:

6.2.2 Comments:

N/A

6.3 Has an Energy Study been performed for your pump/lift stations?

☐ No

☒ Yes

Year:

2005

By Whom:

Focus on Energy

Describe and Comment:

We are presently working with Focus on Energy and the Department of Energy Better Plants Program to identify projects and improvements.

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

We are looking to install VFD's at Kentucky Avenue lift station and changing lighting to LED.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

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TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	540,900	283.01	1,911	474.27	1,140	5,131
February	453,600	246.70	1,839	387.83	1,170	10,922
March	532,800	373.31	1,427	409.32	1,302	23,090
April	576,000	317.15	1,816	406.26	1,418	22,291
May	527,400	332.17	1,588	458.65	1,150	14,220
June	627,300	295.89	2,120	432.42	1,451	8,861
July	651,600	354.16	1,840	454.52	1,434	5,355
August	612,000	338.31	1,809	485.31	1,261	5,111
September	630,900	285.66	2,209	472.65	1,335	6,286
October	541,800	278.04	1,949	439.05	1,234	2,216
November	489,600	247.00	1,982	441.69	1,108	8,925
December	531,000	255.82	2,076	485.24	1,094	938
Total	6,714,900	3,607.22		5,347.21		113,346
Average	559,575	300.60	1,881	445.60	1,258	9,446

7.1.2 Comments:

N/A

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☒ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O₂ Monitoring and Aeration Control
- ☐ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☐ UV Disinfection
- ☒ Variable Speed Drives
- ☒ Other:

Process water system pumping

7.2.2 Comments:

N/A

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

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We are presently working with Focus on Energy and the Department of Energy Better Plants Program to identify projects and improvements.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☐ No

☒ Yes

If Yes, how is the biogas used (Check all that apply):

☒ Flared Off

☒ Building Heat

☒ Process Heat

☐ Generate Electricity

☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☐ No

☒ Yes

☒ Entire facility

Year:

2005

By Whom:

Focus on Energy

Describe and Comment:

We are presently working with Focus on Energy and the Department of Energy Better Plants Program to identify projects and improvements.

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Provide the proper resources for effective system management, operation and maintenance. Improve sewer infrastructure through sewer replacement and lining. Eliminate sanitary sewer overflows.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City of Sheboygan Sewer Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY)

2016-05-12

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
 - ☒ New sewer and building sewer design, construction, installation, testing and inspection
 - ☒ Rehabilitated sewer and lift station installation, testing and inspection
 - ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
 - ☒ Fat, oil and grease control
 - ☒ Enforcement procedures for sewer use non-compliance
 - ☒ Operation and Maintenance [NR 210.23 (4) (d)]
- Does your operation and maintenance program and equipment include the following:
- ☒ Equipment and replacement part inventories
 - ☒ Up-to-date sewer system map

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- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="39.3"/>	% of system/year
Root removal	<input type="text" value="1.9"/>	% of system/year
Flow monitoring	<input type="text" value="75"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="2.1"/>	% of system/year
Manhole inspections	<input type="text" value="50.2"/>	% of system/year
Lift station O&M	<input type="text" value="55"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="1.2"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="1.3"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year

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Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="28.810"/>	Total actual amount of precipitation last year in inches
<input type="text" value="32"/>	Annual average precipitation (for your location)
<input type="text" value="203.7"/>	Miles of sanitary sewer
<input type="text" value="5"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="1"/>	Number of sewer pipe failures
<input type="text" value="2"/>	Number of basement backup occurrences
<input type="text" value="29"/>	Number of complaints
<input type="text" value="9.89"/>	Average daily flow in MGD (if available)
<input type="text" value="12.042"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.01"/>	Basement backups (number/sewer mile)
<input type="text" value="0.14"/>	Complaints (number/sewer mile)
<input type="text" value="1.2"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☐ Yes
☒ No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ☐ Yes

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- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Due to relatively dry conditions, infiltration/inflow was significantly lower than the previous two years, as the plants average flow rate was 9.87 MGD, as compared with the two previous years which were both over 12.5 MGD.

5.4 What is being done to address infiltration/inflow in your collection system?

We continue to work on lining sewers, as roads are repaired or problems are encountered. Plans to repair and protect the lake shore interceptor manholes are proceeding and construction on this project is expected to start in late 2022.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Sheboygan Common Council

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

Res. No. 20- 22 - 23. By Alderpersons Dekker and Perrella. May 16, 2022.

A RESOLUTION authorizing the appropriate City officials to Purchase a Screenings Washer Monster from JWC Environmental of Santa Ana CA to provide a redundant system to wash and compact screened wastewater solids.

WHEREAS, the City Wastewater Treatment Facility ("WWTF") desires to purchase and install a Screenings Washer Monster ("equipment") in order to have a backup should the current Screenings Washer Monster fail; and

WHEREAS, JWC Environmental is the manufacturer of this equipment and desires to sell the equipment directly to WWTF; and

WHEREAS, due to the costs associated with this equipment, WWTF desires to duplicate the existing equipment rather than purchase different equipment to reduce the amount of parts inventory necessary for future repairs; and

WHEREAS, City staff will be responsible for installation, and maintenance of this equipment; and

WHEREAS, the total cost to purchase and install this redundant system, including all parts, materials, shipping and fabricating is estimated at \$155,100.00; and

WHEREAS, Staff has reviewed the proposal in detail to assure completeness in scope and has determined that the pricing quoted is within the realm of charges considered to be usual and customary for similar products and services and in accordance with manufacturer specifications; and

WHEREAS, to avoid the appearance of serial contracting, it bears noting that the equipment being purchased is identical to the WWTF's existing system to wash and compact screened wastewater solids. WWTF has successfully operated and maintained the original system and expects to keep the original equipment in service for the foreseeable future.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with JWC Environmental of Santa Ana CA to purchase a new Screenings Washer Monster at the Wastewater Treatment Plant in the amount of \$114,100.00.

Public Works

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$155,100.00, from Account No. 60138300-631100 for the contract with JWC Environmental for the provision of equipment along with all additional services, material and supplies related to the installation of a redundant screen/scum rejects system.

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



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Item 35.

Customer: 6001053

Sheboygan, City of
Finance Dept.
3333 Lakeshore Dr
Sheboygan, WI 53081-4442

US - UNITED STATES

Quote Number: 63116 RevC
Quote Date: 04/28/2022
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 10-12 weeks ARO -
shipping/handling included
Grinder Serial #: 103932-2-1
Ticket #: CAS-104739-X9M7

Project: Sheboygan WWTP

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
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Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Item 35.

SCREENINGS WASHER MONSTER	1	\$114,000.00	\$114,000.00
Model SWM4018			
* Grinder			
40002-0018 Macho Monster			
18" cutter stack			
2.5" nominal shaft diameter			
11-tooth cam cutters in 4130 alloy steel			
cleanout combs			
tungsten carbide mechanical seals rated for 60 psi			
BUNA-N seal elastomers			
gray iron end housings & side rails			
cork & rubber gaskets			
43:1 speed reducer			
10 hp XPFC explosion-proof 230-460v/3ph/60Hz electric motor			
Hunter green epoxy paint			
* Tank & Auger			
304 stainless steel tank			
1/4" perforated screen			
12" dia. alloy steel spiral with nylon brush			
60 deg. discharge elbow			
1250 mm (49") tapered discharge tube and tip			
316 stainless steel spray wash assembly			
manual ball & bronze explosion-proof solenoid valves			
two (2) - 4" NPT liquid drain connections			
155:1 right-angled speed reducer			
3 hp XPFC explosion-proof 230-460v/3ph/60Hz electric motor			
Hunter green epoxy paint			
* Forklift base assembly fabricated in 304 stainless steel			
* Motor Controller			
PC2350			
NEMA 4X 304 SST enclosure			
460v/3ph/60Hz input power			
NEMA starters with over-current protection			
jam-sensing current transformers			
micro-PLC			
operator interface			
PC10 NEMA 7 remote station & bracket			
explosion-proof J-box & bracket			

Shipping	Shipping & Handling	1	\$0.00	\$0.00
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Please verify serial number is correct.

Sub Total	\$114,000.00
Tax	
Total	\$114,000.00

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
Bill to Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your purchase order.
3. Availability of parts are subject to change at any time.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Item 35.

4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental Inc
Jon Kimler
Customer Service



Customer Service Center
2600 S. Gamsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Item 35.

Please provide the following information. Failure to do so may delay processing of order. Quote #: 63116 RevC

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

☐ Prepay & Add to Invoice

☐ Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

☐ I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 549-4007

Email servicesales@jwce.com

Signature: _____

Date: _____

**JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE**

Item 35.

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination.

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER, NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of Wisconsin. California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATIONS, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

VIII

R. C. No. 1 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
May 16, 2022.

Your Committee to whom was referred Res. No. 2-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer and establishing an internship program within the Mayor's office budget; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 2 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
May 2, 2022.

A RESOLUTION authorizing a transfer and establishing an internship program within the Mayor's office budget.

WHEREAS, due to transitions and open positions in City Hall, remaining one-time funds are available within the Finance Department salary budget; and

WHEREAS, internships are a great way to have a hands on and interactive experience for students for educational and professional development; and

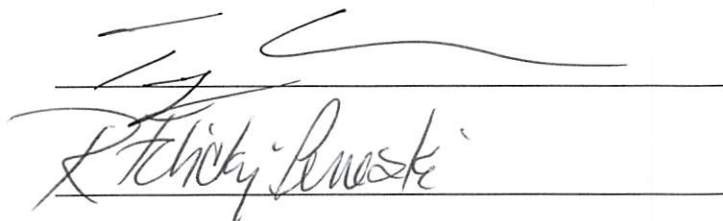
WHEREAS, it is important to build the next generation of community leaders; and

WHEREAS, there is a significant increase in interest from students to participate in an internship within the Mayor's Office; and

WHEREAS, in the current economic market, it is important to provide compensation to interns for the work that they do.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to transfer the actual cost of the internship program, not to exceed \$3,500, from the Finance Department Salaries Account #10115100-510110 to the Office of the Mayor Temporary Salaries Account #10112100-510130 to fund a new internship program in the Mayor's Office Budget.

FHP



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

R. C. No. 2 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
May 16, 2022.

Your Committee to whom was referred Res. No. 7-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance and sale of up to \$39,430,018 Water Utility Revenue Bonds, Series 2022, and providing for other details and covenants with respect thereto; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

Res. No. 7 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
May 2, 2022.

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$39,430,018 WATER UTILITY REVENUE BONDS, SERIES 2022, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a municipal water utility (the "System" as hereinafter more fully defined) which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to Resolution No. 262-03-04 adopted by the Common Council of the Municipality (the "Governing Body") on February 16, 2004 (the "2004 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "2004 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 167-12-13 adopted by the Governing Body on April 3, 2013 (the "2013 Resolution"), the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 193-14-15 adopted by the Governing Body on April 20, 2015 (the "2015 Resolution"), the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2015, dated May 13, 2015 (the "2015 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 155-15-16 adopted by the Governing Body on March 21, 2016 (the "2016 Resolution"), the Municipality has heretofore issued its Water Utility Revenue Refunding Bonds, Series 2016, dated April 20, 2016 (the "2016 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 124-17-18 adopted by the Governing Body on February 5, 2018 (the "2018 Resolution"), the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2018, dated March 1, 2018 (the "2018 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2004 Bonds, the 2013 Bonds, the 2015 Bonds, the 2016 Bonds and the 2018 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2004 Resolution, the 2013 Resolution, the 2015 Resolution, the 2016 Resolution and the 2018 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4901-09 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2021-0679 and dated October 28, 2021 and No. W-2021-0679A and dated November 1, 2021 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality has heretofore issued its Taxable Water Utility Revenue Bond Anticipation Notes, Series 2020B, dated May 18, 2020 (the "Prior Notes") for the purpose of paying a portion of the costs of the Project; and

WHEREAS, pursuant to Section 66.0621(4)(b), Wisconsin Statutes any municipality may also issue new bonds to provide funds for the payment of any outstanding municipal obligations issued for purchasing, acquiring, constructing, extending, adding to, improving, conducting, controlling, operating and managing a public utility; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project and to refund the Prior Notes; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Notes and the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the \$39,430,018 Water Utility Revenue Bonds, Series 2022, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Water Utility Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Sheboygan, Sheboygan County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2004 Bonds, the 2013 Bonds, the 2015 Bonds, the 2016 Bonds and the 2018 Bonds, collectively;

(p) "Prior Notes" means the Municipality's Taxable Water Utility Revenue Bond Anticipation Notes, Series 2020B, dated May 18, 2020;

(q) "Prior Resolutions" means the 2004 Resolution, the 2013 Resolution, the 2015 Resolution, the 2016 Resolution and the 2018 Resolution, collectively;

(r) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(s) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(t) "System" means the entire water system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage and distribution of water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such water system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(u) "2004 Bonds" means the Municipality's Water System Revenue Bonds, Series 2004, dated March 10, 2004;

(v) "2004 Resolution" means Resolution No. 262-03-04 adopted by the Governing Body on February 16, 2004 authorizing the issuance of the 2004 Bonds;

(w) "2013 Bonds" means the Municipality's Water Utility Revenue Bonds, Series 2013, dated May 1, 2013;

(x) "2013 Resolution" means Resolution No. 167-12-13 adopted by the Governing Body on April 3, 2013 authorizing the issuance of the 2013 Bonds;

(y) "2015 Bonds" means the Municipality's Water Utility Revenue Bonds, Series 2015, dated May 13, 2015;

(z) "2015 Resolution" means Resolution No. 193-14-15 adopted by the Governing Body on April 20, 2015 authorizing the issuance of the 2015 Bonds;

(aa) "2016 Bonds" means the Municipality's Water Utility Revenue Refunding Bonds, Series 2016, dated April 20, 2016;

(bb) "2016 Resolution" means Resolution No. 155-15-16 adopted by the Governing Body on March 21, 2016 authorizing the issuance of the 2016 Bonds;

(cc) "2018 Bonds" means the Municipality's Water Utility Revenue Bonds, Series 2018, dated March 1, 2018; and

(dd) "2018 Resolution" means Resolution No. 124-17-18 adopted by the Governing Body on February 5, 2018 authorizing the issuance of the 2018 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses) and refunding the Prior Notes, there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$39,430,018; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

The Governing Body hereby determines that the refunding of the Prior Notes is advantageous and necessary to the Municipality.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water Utility Revenue Bonds, Series 2022" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.145% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2022 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid

claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created or continued by the Prior Resolutions are hereby further continued and shall be used solely for the following respective purposes:

- (a) Water Utility Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Water Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Water Utility Special Redemption Fund (the "Debt Service Fund"), which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and "Reserve Account". The Interest and Principal Account shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account shall be used only for the purpose of paying the principal of or interest on the 2013 Bonds, 2016 Bonds and 2018 Bonds and any future Parity Bonds secured thereby at any time when there shall be insufficient money in the Interest and Principal Account. The 2004 Bonds, 2015 Bonds and the Bonds are not secured by the Reserve Account and amounts on the deposit in the Reserve Account shall under no circumstances be used to pay principal or interest on the 2004 Bonds, 2015 Bonds or Bonds.
- (d) Water Utility Depreciation Fund (the "Depreciation Fund"), which shall be used primarily to make good any depreciation in the System, to repairs, replacements, new construction, extensions or additions to the System, and, any amount on deposit in the Depreciation Fund not required during the current Fiscal Year may be transferred to the Surplus Fund and used as provided in Section 6(e) hereof but which also may be used for the payment of principal

of and interest on the Prior Bonds, Bonds and any Parity Bonds at any time when there shall be insufficient money in the Special Redemption Fund and to remedy any deficiency in the Special Redemption Fund; and

- (e) Water Utility Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall continue to be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, for monthly transfer to the Interest and Principal Account thereof, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source);
- (c) to the Debt Service Fund, for monthly transfer to the Reserve Account thereof, the amount (if any) required by the Prior Resolutions or future resolutions authorizing the issuance of Parity Bonds secured thereby;
- (d) to the Depreciation Fund, an amount determined from time to time by the Governing Body to provide a proper and adequate depreciation account for the System; any money on deposit in the Depreciation Fund, and not required during the current Fiscal Year for the purposes of said fund, may be transferred to the Surplus Fund; and,

- (e) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in quarterly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will

produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding.

Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$39,430,018 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project and refunding expended proceeds of the Prior Notes as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with

respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

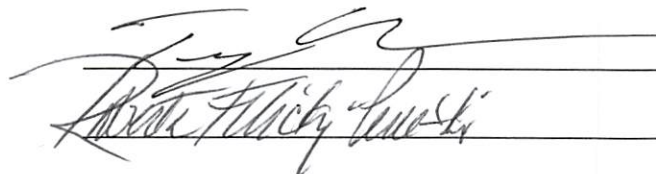
Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and

regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Redemption of the Prior Notes. The Governing Body hereby calls the Prior Notes for redemption on June 24, 2022 or as soon as practicable thereafter. The Governing Body directs its officers and agents to cause a notice of redemption, in substantially the form attached hereto as Exhibit B, to be provided as set forth on Exhibit B.

Section 20. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin on the _____ day of _____, 2022.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____UNITED STATES OF AMERICA
STATE OF WISCONSIN
SHEBOYGAN COUNTY
CITY OF SHEBOYGANREGISTERED
\$ _____WATER UTILITY REVENUE BOND, SERIES 2022Final
Maturity Date

May 1, 2052

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN
PROGRAM

FOR VALUE RECEIVED the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2024 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.145% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2022.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2024 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 145/1000ths percent (2.145%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality and refunding obligations of the Municipality issued for that purpose, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted May 16, 2022, and entitled: "A Resolution Authorizing the Issuance and Sale of Up to \$39,430,018 Water Utility Revenue Bonds, Series 2022, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Water System Revenue Bonds, Series 2004, dated March 10, 2004, Water Utility Revenue Bonds, Series 2013, dated May 1, 2013, Water Utility Revenue Bonds, Series 2015, dated May 13, 2015, Water Utility Revenue Refunding Bonds, Series 2016, dated April 20, 2016 and Water Utility Revenue Bonds, Series 2018, dated March 1, 2018, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF SHEBOYGAN,
WISCONSIN

(SEAL)

By: _____
Ryan Sorenson
Mayor

By: _____
Meredith DeBruin
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$39,430,018

CITY OF SHEBOYGAN, WISCONSIN
WATER UTILITY REVENUE BONDS, SERIES 2022

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2024	\$ 994,407.36
May 1, 2025	1,015,737.40
May 1, 2026	1,037,524.97
May 1, 2027	1,059,779.88
May 1, 2028	1,082,512.15
May 1, 2029	1,105,732.04
May 1, 2030	1,129,449.99
May 1, 2031	1,153,676.70
May 1, 2032	1,178,423.06
May 1, 2033	1,203,700.23
May 1, 2034	1,229,519.60
May 1, 2035	1,255,892.80
May 1, 2036	1,282,831.70
May 1, 2037	1,310,348.44
May 1, 2038	1,338,455.42
May 1, 2039	1,367,165.28
May 1, 2040	1,396,490.98
May 1, 2041	1,426,445.71
May 1, 2042	1,457,042.97
May 1, 2043	1,488,296.54
May 1, 2044	1,520,220.50
May 1, 2045	1,552,829.23
May 1, 2046	1,586,137.42
May 1, 2047	1,620,160.07
May 1, 2048	1,654,912.50
May 1, 2049	1,690,410.38
May 1, 2050	1,726,669.68
May 1, 2051	1,763,706.75
May 1, 2052	1,801,538.25

EXHIBIT BNOTICE OF FULL CALL*

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
TAXABLE WATER UTILITY REVENUE BOND ANTICIPATION NOTES, SERIES 2020B
DATED MAY 18, 2020

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bears interest at the rate; and have a CUSIP No. as set forth below have been called for prior payment on June 24, 2022 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
05/01/2024	\$3,100,000	1.25%	821037FD5

Upon presentation and surrender of said Notes to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on June 24, 2022.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

* To be provided to Associated Trust Company, National Association at least thirty-five (35) days prior to June 24, 2022. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to June 24, 2022 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 03/21

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF SHEBOYGAN

\$39,430,018

FINANCIAL ASSISTANCE AGREEMENT

Dated as of June 22, 2022

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 59281
Safe Drinking Water Loan Program Project No. 4901-09

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated June 22, 2022, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Sheboygan, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality has demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, for repayment of the Loan; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports, and Plans and Specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 30, 2021, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the SDWLP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means the City of Sheboygan, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parity Obligations" means the Municipality's \$3,152,000 Water System Revenue Bonds, Series 2004, dated March 10, 2004; the Municipality's \$3,122,030 Water System Revenue Bonds, Series 2015, dated March 10, 2004; the Municipality's \$3,000,000 Water Utility Revenue Bonds, Series 2013, dated May 13, 2015; the Municipality's \$2,115,000 Water Utility Revenue Bonds, Series 2016, dated April 20, 2016; the Municipality's \$4,705,000 Water Utility Revenue Bonds, Series 2018, dated March 1, 2018; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned Nos. W-2021-0679, approved by DNR on October 28, 2021, and W-2021-0679A, approved by DNR on November 1, 2021, as the same may be amended or modified from time to time in accordance with this FAA.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned SDWLP Project No. 4901-09 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s) for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 151, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water Rates" means a charge or system of charges levied on users of a water system for the user's proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the making of the Loan to the Municipality to undertake and complete the Project.
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.
- (g) The Project is on the DNR funding list for the 2022 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA,
 - (3) adopt the Municipal Obligation Resolution,
 - (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
 - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

- (b) The Municipality is in compliance with its Water Diversion Permit (if any).
- (c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.
- (d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$39,430,018 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.
- (e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.
- (f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality any basis therefor:
- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
 - (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
 - (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or
 - (4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.
- (g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.
- (h) The Municipal Obligations constitute validly-issued legally-binding special obligations of the Municipality secured as set forth therein.
- (i) The resolutions of the Municipality accepting the Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.
- (j) The Municipality has full legal right and authority, and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are

not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Loan made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Bonds shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality shall comply with and complete all requirements of DNR necessary to commence construction of the Project. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., and ch. NR 166, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and will remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the SDWLP or the CWFPP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is February 6, 2024.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the SDWLP by deducting those amounts from any State payments due the Municipality. State aids information is available on: the Wisconsin Department of Revenue's website at <https://www.revenue.wi.gov/Pages/Report/Shared-Revenue-Estimates.aspx>, and the Wisconsin Department of Transportation's website <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/gta.aspx>.

The Municipality acknowledges that ss. 281.59(11)(b) and 70.60, Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the SDWLP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Water System or, in the case of a joint utility system, to bill the users of the Municipality's Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order.

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses

- (a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$39,430,018. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.
- (b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.
- (c) The Loan shall bear interest at the rate of two and 145/1000ths percent (2.145%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed from the date of disbursement until the date such amounts are repaid.
- (d) The Municipal Obligation shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.
- (e) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Loan.
- (f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on June 22, 2022. It is understood that the actual amount of the Municipality's Loan payments shall be based on the actual dates and amounts of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than 30 years from the date of this FAA and shall mature and be fully amortized not later than 30 years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Water System, and the Municipality shall agree that, if revenues from the Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase water services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Water System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required

with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Water System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 120 percent; however, this percentage is subject to change as outlined in the prior sentence. The Loan is also secured as provided in Section 3.07 hereof.

Section 3.04. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent.
- (b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Loan with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.05. Disbursement of Loan Proceeds

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents or Trustee, plans to make disbursements of Loan proceeds on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Loan proceeds are not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
 - (2) If the Loan proceeds are fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment.
- (d) The SDWLP or its agent shall disburse Loan proceeds only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.
- (e) Disbursement beyond ninety-five percent (95%) of the principal amount of the Loan, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

- (1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, and DNR has approved all change orders relating to the Project;
- (2) the Municipality certifies to DNR its acceptance of the Project from its contractors;
- (3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit G); and
- (4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(f) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.06. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Municipality's Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(3) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Loan In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Loan hereunder, the Municipality hereby pledges the revenue to be derived from the Municipality's Water Rates (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Water System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of the Loan.

In the event the Water System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Water System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit G of this FAA; and

- (4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Loan amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

(b) In the event Loan proceeds are not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Loan proceeds, and shall not be entitled to any reimbursement therefor from the SDWLP, or the owners of any Bonds, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment to this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely to Project Costs.

Section 5.02. Operation and Maintenance

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the Project performance standards contained in the Application and the requirements of the Water Diversion Permit (if any).

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Water System or Project, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any).

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Water System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Loan proceeds shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Loan; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any

of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Water System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the SDWLP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the SDWLP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs will be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining

the Project in accordance with this FAA and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Water System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, 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 occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Water System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Loan. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work

conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement made under the Loan to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment.

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel The Municipality agrees to comply with requirements for use of American Iron and Steel contained in Public Law 115-141 for products used in the Project that are made primarily of iron and/or steel.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to

municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance) For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468

Section 5.24. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit H of this FAA.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional loans for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which financial assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate financial assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF SHEBOYGAN

By: _____
Ryan Sorenson
Mayor

Attest: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF SHEBOYGAN
SDWLP Project No. 4901-09

	Total Project Costs	Ineligible Costs	Eligible Costs Paid by Other Funding Sources**	Net SDWLP Loan Amount
Force Account	\$ 0	0	\$ 0	\$ 0
Interim Financing*	0	0	0	0
Preliminary Engineering	2,783,297	0	0	2,783,297
Land or Easement Acquisition	0	0	0	0
Engineering/Construction Mgmt.	3,495,000	0	0	3,495,000
Construction/Equipment	41,289,000	0	11,550,000	29,739,000
Contingency	2,064,450	0	0	2,064,450
Miscellaneous Costs	1,305,271	0	0	1,305,271
SDWLP Closing Costs	43,000	0	0	43,000
TOTAL	\$50,980,018	0	\$11,550,000	\$39,430,018

* A total \$77,500 of interest will have accrued on the Municipality's \$3.1 million interim financing bond anticipation note by the time the note is paid off. This is a Project cost, but the Municipality is covering all interim financing interest with their own funds, and the interest cost is not included in the above budget. The Municipality already paid much of the interest but will pay the remaining \$5,704.86 with additional internal funds on June 24, 2022, when they pay off the BAN using proceeds from the SDWLP Loan.

** The Municipality is using \$9.5 million of ARPA funds and \$2.0 million of directed spending funds from the nationwide allocation of funds to the safe drinking water state revolving funds to pay project costs.

EXHIBIT B

LOAN AMORTIZATION SCHEDULE

INTEREST RATES AND PRINCIPAL REPAYMENT SCHEDULE

EXHIBIT C
FORM OF LOAN DISBURSEMENT TABLE

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF SHEBOYGAN
SDWLP Project No. 4901-09

1. Project Description: The Project includes construction of a new raw water intake pipe, a piping stub for a future raw water intake, a new raw water pump station, a new shorewell, and yard piping. The raw water pump station will be a building comprised of four rooms on the main operating level, including the main pump room, a permanganate chemical feed room, a natural gas generator room, and an electrical room. A bridge crane will be installed in the main pump room to allow for low lift pump and motor servicing and removal.

Security fencing will be installed around the pump station, and new security lighting and other security measures will be connected to SCADA. Floor drains to be installed in the pump station will discharge to a sanitary lift station north of the pump station.

A new 60-inch diameter intake pipe will be constructed to extend northeast from the new shorewell building to approximately 6,500 feet into Lake Michigan. The intake may be reduced to 5,500 feet; if the Municipality chooses to reduce the length of the intake pipe, they must inform DNR and receive a revised approval for the change. The water depth at the proposed inlet location is 44.5 feet. The 60-inch diameter pipe will be trenched 3 feet into the lakebed and slope upward. The intake is sized for a maximum capacity of 36 million gallons per day. Four inlet cones, each having a 7-foot internal diameter, will be constructed to extend two feet above the surrounding rock cover with a water depth of 45 feet.

The Project also includes a redundant secondary 60-inch diameter intake pipe to be located approximately 11.5 feet southeast of the new 60-inch primary intake. The secondary pipe will run approximately 150 feet parallel to the new intake pipe and then be directed east northeast for another 250 feet, making the total stub length 400 feet to be located at a water depth of 8 to 10 feet.

A new shorewell into which the new intake pipes will discharge will be constructed beneath the new raw water pump station. Water will move through traveling screens in the shorewell into a new 23-foot long by 31-foot wide by 33-foot tall raw water pump station wet well to be located beneath the floor of the raw water pump station.

Four new raw water pumps will be installed in the main pump room of the raw water pump station. The pumps will draw water from the raw water wet well and discharge to the water treatment plant. The pumping rate of each new pump will be controlled by a variable frequency drive unit. Raw water discharge piping will be installed for the new pumps. New treatment plant supply piping will be installed to connect to the existing treatment plant header piping upstream of the rapid mix supply piping. An existing 20-inch diameter finished water main must be rerouted due to a conflict with the new raw water pump station location. A new 8-inch diameter service off the 20-inch diameter finished water main will be used to supply the raw water pump station. This line can also be used for backflushing.

A new sodium permanganate chemical feed system will be installed in the raw water pump station. Two new natural gas-fueled engine generator sets will be installed in the generator room. These generators will be able to provide power for almost the entire electrical demand of the raw water pump station. An automatic transfer switch will be installed at the raw water pump station. An alarm will be connected to the utility's existing SCADA system to alert operators if the generator fails to start.

The Project also includes installation of a new SCADA system with new PLC equipment to be installed at the raw water pump station to allow for communication via ethernet and for control of water system operations. The Municipality will use the system to operate and monitor the chemical feed system and raw water pumps.

Because this Project includes construction in one of the Great Lakes, the Municipality was required to obtain approvals from DNR and the U.S. Army Corp of Engineers before moving forward with the Project. The Municipality received the required approvals.

2. **Ineligible Costs:** No ineligible costs were identified in the review of this Project. If the Department identifies ineligible costs as the Project progresses, the Department will notify the Municipality.
3. **Other Funding Sources:** The Municipality will use \$9,550,000 of its ARPA funds and a \$2,000,000 grant from the nationwide allocations of state revolving funds to pay a portion of the Project costs.
4. **Miscellaneous Costs:** As shown in the Project Budget Sheet (Exhibit A), SDWLP funding in the amount of \$1,305,271 is included in the Miscellaneous category for permits and insurance.
5. **Contingency Allowance:** The contingency allowance of \$2,064,450 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders **prior to** requesting reimbursement.
6. **DBE Good Faith Effort:** The Municipality and its prime contractor made good faith efforts to obtain DBE participation in the Project. The Municipality through its bid advertisement encouraged DBEs to submit bids for the prime contract. The prime contractor made multiple direct contacts to DBEs and placed advertisements for DBE participation in the Project in two different appropriate media sources. However, no DBEs are being utilized on the Project.
7. **Green Project Reserve:** When this Project is complete, the Municipality will have only two lake intakes- the proposed 60-inch lake intake and the existing 1959 36-inch backup intake. The proposed 60-inch intake will result in lower intake velocities and thus reduce the turbulence that promotes frazil ice formation. The Municipality anticipates this arrangement will eliminate the need for the special winter operations schedule at the water treatment plant that currently results in longer daytime pumping and higher electricity costs. The new lake intake will draw water at a greater distance from shore and at a greater depth than the existing intakes, which should result in less turbid water at the water treatment plant. The Municipality also anticipates that the higher quality water will reduce the need for treatment chemicals such as aluminum sulfate and sodium hypochlorite, resulting in reductions in sludge formation and disposal costs.

Green Infrastructure	\$0
Water Efficiency	\$50,000
Energy Efficiency	\$400,000
Environmentally Innovative	\$100,000
<i>TOTAL Green Project Reserve Funding</i>	<i>\$550,000</i>

8. **American Iron and Steel:** This Project is subject to the use of American Iron and Steel (UAIS) requirements mandated under EPA's Drinking Water State Revolving Fund program.
9. **Environmental Review:** The SDWLP has determined through an Environmental Assessment that this Project will result in a Finding of No Significant Impact (FONSI) with a recommendation to utilize the following erosion guidance:

The Project site is located along and in Lake Michigan. Therefore, DNR strongly recommends implementing turbidity, erosion, and runoff prevention measures throughout construction of the Project.

Please note that erosion control netting (also known as erosion control blankets, erosion mats, or erosion mesh netting) used to prevent erosion during the establishment of vegetation can have detrimental effects on local snake and other wildlife populations. Plastic netting without independent movement of strands can easily entrap snakes moving through the area, leading to dehydration, desiccation, and eventually mortality. Netting that contains biodegradable thread with the "leno" or "gauze" weave (contains strands that are able to move independently) appears to have the least impact on snakes and should be used in areas adjacent to or near any waterbody.

If erosion matting will be used for this Project, use the following matting (or something similar): American Excelsior "FibreNet" or "NetFree" products; East Coast Erosion biodegradable jute products; Erosion Tech biodegradable jute products; ErosionControlBlanket.com biodegradable leno weave products; North American Green S75BN, S150BN, SC150BN or C125BN; or Western Excelsior "All Natural" products.

10. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than \$750,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.

EXHIBIT E

**ENVIRONMENTAL IMPROVEMENT FUND
CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 166.16(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed Good Faith Certification Form 8700-294 and MBE/WBE Contacts Worksheet Form 8700-294A. Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (ss. 19.31 – 19.39, Wis. Stats).

Municipality Name: City of Sheboygan	Project Number: 4901-09	Loan/Grant Amount: \$39,430,018
Project Description: New Water Intake Pipe, Shore Well, & Low-Lift Pump Station		
Did the municipality satisfy the MBE/WBE requirements? X Yes No (If no, refer to Exhibit F-Project Manager Summary Page).		

Construction/Equipment/Supplies Contracts	DBE Type			Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to MBE/WBE Firm
Prime: C. D. Smith Construction, Inc.	MBE	WBE	Other	X N/A	Construction	\$41,289,000
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Prime:	MBE	WBE	Other	N/A		
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Prime:	MBE	WBE	Other	N/A		
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Prime:	MBE	WBE	Other	N/A		
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
						Total MBE \$ _____
						Total WBE \$ _____

Item 37.

Professional/Technical Services Contracts	DBE Type			Type of Product or Service	Contract Estimate \$	Actual Amount Paid to MBE/WBE Firm
Prime: CDM Smith, Inc.	MBE	WBE	Other X	N/A		Municipality Completes at Project Closeout
Sub:	MBE	WBE	Other		\$6,274,997	
Sub:	MBE	WBE	Other			
Prime: Wisc Public Finance Professionals	MBE	WBE	Other X	N/A	\$3,300	
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Prime:	MBE	WBE	Other	N/A		
Sub:	MBE	WBE	Other			
Sub:	MBE	WBE	Other			
Total MBE \$ _____						
Total WBE \$ _____						

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
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Certification	
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.	
Name/Title of Municipal Official	Date Signed

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION**[Prepare on Municipal Letterhead at Project Completion and Closeout]**

The undersigned officials of the City of Sheboygan (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4901-09 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4901-09 has met the requirements for the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____

EXHIBIT H

LIST OF FEDERAL LAWS AND AUTHORITIESENVIRONMENTAL:

- Archaeological and Historic Preservation Act of 1974, PL 93-291
- Clean Air Act, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended
- Endangered Species Act, 16 U.S.C. 1531 et seq.
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Farmland Protection Policy Act, 7 U.S.C. 4201 et seq.
- Fish and Wildlife Coordination Act, PL 85-624, as amended
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended
- Wild and Scenic Rivers Act, PL 90-542, as amended

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Executive Order 11246, Equal Employment Opportunity
- Executive Orders 11625, 12138 and 12432, Women and Minority Business Enterprise
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Executive Order 12549, Debarment and Suspension
- Federal Single Audit Act, Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance).

Gen. Ord. No. 1 - 22 - 23. By Alderpersons Felde and Ackley. May 16, 2022.

AN ORDINANCE amending the rules contained in Sec. 74-56 of the Municipal Code regarding alcohol possession and consumption in parks so as to more clearly provide for possession and consumption of beer and wine while maintaining a prohibition on liquor.

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

Section 1. Sec. 74-56 of the Municipal Code entitled "Alcohol possession/consumption" is hereby repealed and recreated in subsections (e) and (f) thereof so as to read as follows:

"Sec. 74-56. - Alcohol possession/consumption.

. . .

(e) A group or organization that has a temporary Class "B" or a temporary "Class B" alcohol "picnic" license may also serve and permit the consumption of fermented malt beverages and of wine in any city park, subject to the terms of the license, and subject to subsection (f) below.

(f) If any group or organization serves fermented malt beverages or wine at any event pursuant to a permit issued under section 74-42, no person shall, during the course of the event, carry into the park plastic containers, glass bottles or metallic cans containing alcoholic beverages, except the sponsor of the event, who may transport kegs, barrels, bottles, or cans into the park for the purpose of serving fermented malt beverages and/or wine.

. . ."

LHPS

Section 2. 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.

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