



# **PUBLIC WORKS COMMITTEE AGENDA**

**July 14, 2025 at 5:00 PM**

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

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**Notice that the Public Works Committee will meet at 5:00 p.m. or immediately following the Licensing, Hearings, and Public Safety Committee meeting.**

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

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

To view the meeting:

Microsoft Teams

Meeting ID: 276 319 796 509 6

Passcode: bm6fu3Ps

## **OPENING OF MEETING**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**  
*Public Works Committee Meeting held on June 23, 2025*
5. **Public Comment**  
*Limit of three minutes per person with comments limited to items on this agenda.*

## **ITEMS FOR DISCUSSION & POSSIBLE ACTION**

6. Res. No. 56-25-26 / A resolution authorizing the appropriate City officials to execute a First Amendment to Option and Land Lease relating to the operation of a wireless communications tower and related structures at the Wastewater Treatment Facility property located at 3333 Lakeshore Drive, Sheboygan, Wisconsin.
7. Res. No. 60-25-26 / A resolution authorizing and directing the Chief of Police to temporarily close certain streets, to prohibit parking, and to close boat ramps within the Harbor Centre Marina in support of the 2025 Midwest Powerboat P1 Race Event August 7-10, 2025.

- [8.](#) Res. No. 61-25-26 / A resolution authorizing the appropriate City officials to enter into a State/Municipal Agreement with the State of Wisconsin Department of Transportation for the Carbon Reduction Program project, New Jersey Avenue Trail (South Taylor Drive to Riverpark Road).
- [9.](#) Res. No. 63-25-26 / A resolution authorizing the appropriate City officials to enter into an Agreement with MSA Professional Services, Inc. for the completion of the Sheboygan Safe Streets and Roads for All (“SS4A”) Action Plan.

#### **TENTATIVE DATE OF NEXT REGULAR MEETING**

10. Next Regular Meeting Date: July 28, 2025

#### **ADJOURNMENT**

11. 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**

**PUBLIC WORKS COMMITTEE MINUTES**

**Monday, June 23, 2025**

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**COMMITTEE MEMBERS PRESENT:** Chair Dean Dekker, Vice Chair Zach Rust, Alderperson John Belanger, Alderperson Ryan Menzer, Alderperson Susie Boorse

**STAFF/OFFICIALS PRESENT:** Mayor Ryan Sorenson, Alderperson Grazia Perella, Director of Public Works Travis Peterson, City Engineer Kevin Jump, Deputy Director of Field Operations Joel Kolste, Director of Facilities & Operations Mike Willmas, Parks Manager Joe Kerlin, Deputy City Attorney Liz Majerus, WSCS Production Technician Eric Heidenreider, Administrative Clerk Stacy Weseljak

**OTHERS PRESENT:** Asher Heimermann, Don & Suzanne Grace, Mike & Becky Scharinger, Robert Lyons, Julie Phelps, Jessica Wiegand, Pauline & Bill Blashka, Eleanor Jung, Nick Sabel, Kathleen & Steven Hofschield, Tom Crouse, Erik Nisleit, Peter Matthias, Jon Veldboom, Hailey Veldboom, Ruth Hallstead, Kyle Dulmes, Nathaniel Darling, Steve & Virginia Jorgensen, Janice Hollowell, Nick Stucke, Jeremy Sandee, Mike Slimmer, Dan Meyer, Austin Crisp, Jana Suriano, Fay Uraynar, Lori Noonan, Nick Carncross, and Larken Jorgensen

**OPENING OF MEETING**

1. Call to Order

Chair Dekker called the meeting to order at 6:00 pm

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

**MINUTES**

5. Approval of Minutes: June 09, 2025

MOTION TO APPROVE MINUTES FROM JUNE 09, 2025

Motion made by Alderperson Belanger, Seconded by Alderperson Boorse.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer, Alderperson Boorse

**ITEMS FOR DISCUSSION & POSSIBLE ACTION**

6. Direct Referral Res. No. 44-25-26 / A resolution approving the June 2025 Evergreen Park Trail Improvement Proposal.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Boorse.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer, Alderperson Boorse

7. Direct Referral Res. No. 42-25-26 / A resolution authorizing the appropriate City officials to enter into contract with C3 Storage, LLC, for the leasing of City property for a marine vessel winter storage operation.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Menzer.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer, Alderperson Boorse

8. Direct Referral Res. No. 45-25-26 / A resolution releasing from Parcel No. 59281007701 five (5) Driveway Restoration Agreements.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Vice Chair Rust, Seconded by Alderperson Belanger.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer, Alderperson Boorse

9. Direct Referral Res. No. 46-25-26 / A resolution authorizing the Director of Public Works and Engineering to enter into a Memorandum of Understanding with the Sheboygan Area School District for Recreation Department activities and events being held at City parks.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Menzer.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer, Alderperson Boorse

#### **NEXT MEETING DATE**

10. Next Regular Meeting Date: July 14, 2025

#### **ADJOURNMENT**

11. Motion to adjourn

MOTION TO ADJOURN AT 7:17 PM

Motion made by Alderperson Belanger, Seconded by Alderperson Menzer.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer, Alderperson Boorse

**CITY OF SHEBOYGAN  
RESOLUTION 56-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**JULY 14, 2025.**

A RESOLUTION authorizing the appropriate City officials to execute a First Amendment to Option and Land Lease relating to the operation of a wireless communications tower and related structures at the Wastewater Treatment Facility property located at 3333 Lakeshore Drive, Sheboygan, Wisconsin.

WHEREAS, in August 2000 the City entered into an Option and Land Lease with SBA Towers, Inc authorizing the lease of 10,000 square feet of space within the City of Sheboygan Wastewater Treatment Plant property for placement and operation of wireless communication equipment; and

WHEREAS, the aforementioned Option and Land Lease is scheduled to expire September, 2025. SBA Towers, Inc. desires to extend this Agreement for a term of four successive renewal terms of five years each and to pay the City \$37,500 annually as rent subject to a 3% annual rent escalation; and

WHEREAS, the Deputy City Attorney, Wastewater Treatment Facility Supervisor, and City Administrator have participated in Amendment negotiations and are comfortable supporting execution of the attached First Amendment To Option and Land Lease.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute the First Amendment to Option and Land Lease relating to the wireless communications tower and related structures located at 3333 Lakeshore Drive, Sheboygan, Wisconsin.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

Prepared by: Tiffany Gonsalves  
 After recording return to: Rita Drinkwater  
 SBA Network Services, LLC  
 8051 Congress Avenue  
 Boca Raton, FL 33487  
 Ph: 800-487-7483 ext. 7872

Parcel ID: 59281321500

## FIRST AMENDMENT TO OPTION AND LAND LEASE

**THIS FIRST AMENDMENT TO OPTION AND LAND LEASE (“First Amendment”)** is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“**Effective Date**”) by and between **CITY OF SHEBOYGAN, a Wisconsin municipal corporation**, having an address at 828 Center Avenue, Sheboygan, Wisconsin 53081 (“**Lessor**”) and **SBA STRUCTURES, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487 (“**Lessee**”).

**WHEREAS**, Lessor and SBA Towers, Inc., a Florida corporation, entered into that certain Option and Land Lease dated August 17, 2000, as evidenced by that certain Memorandum of Land Lease dated August 17, 2000, and recorded September 28, 2000, in Volume 1761, Page 476, Document No. 1580152, of the Register of Deeds of Sheboygan County, Wisconsin (“**Lease**”) and ultimately assigned to Lessee, successor by conversion to SBA Structures, Inc., a Florida corporation, pursuant to that certain unrecorded Assignment and Assumption Agreement dated October 31, 2006, for Lessee’s use of a portion of the real property (“**Leased Parcel**”), located at 3333 Lake Shore Drive, Sheboygan, Wisconsin 53082 (“**Premises**”), being more particularly described in the attached **Exhibit “A”**; and

**WHEREAS**, Lessor and Lessee desire and intend to amend and supplement the Lease as provided herein.

**NOW, THEREFORE**, for good and valuable consideration of One Hundred and No/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby, acknowledged, the parties hereto covenant, agree, and bind themselves to the following modifications to the Lease:

1. **Section 3. Term**, of the Lease is hereby amended to include the following:

In addition to the Term as referenced in the Lease, the Lease is hereby amended to include four (4) additional successive renewal terms of five (5) years (each a “**Renewal Term**”). Each Renewal Term shall be deemed automatically extended unless Lessee notifies Lessor of its intention not to renew the Lease prior to the commencement of the succeeding Renewal Term. The first additional Renewal Term shall commence on September 7, 2025, upon the expiration of the Renewal Term expiring on September 6, 2025.

2. **Section 4. Rent**, of the Lease is hereby amended to include the following:

On September 7, 2025, Lessor's Rent shall be increased to the total amount of Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$37,500.00) per year.

All escalations currently provided in the Lease shall remain unchanged.

3. **Section 5. Easements, subsection (a) Right of Access**, of the Lease is hereby amended to include as follows:

(a) Lessee shall have at all times during the initial term the right of access to and from the Leased Parcel and all utility installations servicing the Leased Parcel on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way. When access to the Leased Parcel is desired outside of business hours, Lessee shall obtain access by requesting same via the designated contact information posted to the access gate, except in the case of an emergency in which case Lessee shall provide notice as reasonably possible. Any utility wire, cable, conduit, pipe, or similar installation occurring within right-of-way shall conform to Sheboygan Municipal Code in all applicable respects and installation shall not be undertaken unless properly permitted. Lessee is solely responsible for obtaining any necessary permit(s) and the cost(s) therefore.

4. **Section 10. Notices**, of the Lease is hereby amended as follows:

If to Lessee: SBA Structures, LLC  
Attn: Site Administration  
8051 Congress Avenue  
Boca Raton, FL 33487-1307  
Re: WI21282-A / Wilson Avenue

5. **Section 12. Insurance**, of the Lease is hereby amended as follows:

Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities, and obligations on the Leased Parcel and having limits of not less than Two Million Dollars (\$2,000,000) which will name Lessor as an additional insured party. On or before the commencement date of the first additional Renewal Term, Lessee will give Lessor a certificate of insurance and additional insured endorsement, evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate and endorsement evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the State of Wisconsin and shall provide thirty (30) days prior written notice to the Lessee and additional insureds of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy

covering the Leased Parcel and other properties of Lessee provided that such blanket insurance policy complies with all the other requirements with respect to the type and amount of insurance, and the insurance company is authorized to do business in Wisconsin. All insurance must be primary and non-contributory to any insurance or self-insurance that may be carried by Lessor.

6. **Section 14. Taxes**, of the Lease is hereby amended as follows:

**Lessee** will pay any tax assessed on, or any portion of the taxes attributable to the **Structures**. **Lessee** will pay when due all fees and assessments attributable to the **Leased Parcel**.

7.

8. Capitalized terms not defined in this First Amendment will have the meaning ascribed to such terms in the Lease.

9. This First Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Premises is located without regard to principles of conflicts of law.

10.

11. Except as specifically set forth in this First Amendment, the Lease is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall take precedence.

12. Lessor acknowledges that the attached **Exhibit "A"** may be preliminary or incomplete and, accordingly, Lessee may replace and substitute such exhibit with an accurate survey and legal descriptions of the Leased Parcel and re-record this First Amendment without obtaining the further approval of Lessor. Following such re-recording, the descriptions of the Leased Parcel described therein shall serve as the descriptions for same for all purposes under the Lease.

13. Lessor represents and warrants to Lessee that Lessor is the sole owner in fee simple title to the Premises and Lessor's interest under the Lease and that consent or approval of no other person is necessary for Lessor to enter, into this First Amendment.

14. This First Amendment may be executed in one or more counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same First Amendment.

15. Lessee shall have the right to record this First Amendment.

**[The remainder of this page is intentionally left blank. Signatures to follow.]**





**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the day and year first above written.

**LESSOR:**

**City of Sheboygan, a Wisconsin  
municipal corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF WISCONSIN**

**COUNTY OF** \_\_\_\_\_

The instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ and \_\_\_\_\_, who are the \_\_\_\_\_ and \_\_\_\_\_, respectively of City of Sheboygan on behalf of the corporation.

\_\_\_\_\_  
Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

(NOTARY SEAL)

**WITNESSES:**

**LESSEE:**

**SBA Structures, LLC, a Delaware limited liability company**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Joshua Koenig, Executive Vice  
President and General Counsel

**STATE OF FLORIDA**

**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Joshua Koenig, Executive Vice President and General Counsel of SBA Structures, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

(NOTARY SEAL)

**EXHIBIT “A”**

Legal description to be incorporated upon receipt of final survey.

**CITY OF SHEBOYGAN  
RESOLUTION 60-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**JULY 14, 2025.**

A RESOLUTION authorizing and directing the Chief of Police to temporarily close certain streets, to prohibit parking, and to close boat ramps within the Harbor Centre Marina in support of the 2025 Midwest Powerboat P1 Race Event August 7-10, 2025.

WHEREAS, the City is hosting the 2025 Midwest Powerboat P1 boat race event August 7 – 10, 2025, which will include a block party, several DORAs and other events and activities throughout the City as well as racing within Lake Michigan (“the Event”); and

WHEREAS, the Event is expected to draw hundreds of individuals into the City and will require use of public land and rights of way to accommodate such events and crowds; and

WHEREAS, the Common Council has management and control of the City’s highways and City property and the power to act for the government and good order of the City, for its commercial benefit and for the health, safety, and welfare of the public as set forth in Wis. Stat. s. 62.11(5); and

WHEREAS, the Common Council finds that temporarily closing certain public rights of way in support of the Event is in the City’s commercial benefit and will protect public safety; and

WHEREAS, the Common Council finds that temporarily prohibiting parking along certain public rights of way in support of the Event is in the City’s commercial benefit and will protect public safety; and

WHEREAS, the Common Council finds that temporarily restricting access to the Deland Park-Harbor Centre Marina boat launch sites is in the City’s commercial benefit and will protect public safety.

NOW, THEREFORE, BE IT RESOLVED: That the Chief of Police, or his designee, is authorized to erect signs and barricades deemed necessary or appropriate in his professional judgment, and in conformance with MUTCD standards to close the following streets:

- Friday, August 8:
  - Center Avenue from the west crosswalk at the intersection with North 8<sup>th</sup> Street to the east crosswalk at the intersection with North 6<sup>th</sup> Street.
  - New York Avenue from the west crosswalk at the intersection with North 8<sup>th</sup> Street to the east crosswalk at the intersection with North 6<sup>th</sup> Street.
  - Wisconsin Avenue from the west crosswalk at the intersection with North 8<sup>th</sup> Street to the east crosswalk at the intersection with North 6<sup>th</sup> Street.

- North 8<sup>th</sup> Street from the south crosswalk at the intersection with Niagara Avenue to the south crosswalk at the intersection with Center Avenue.
  - North 7<sup>th</sup> Street from the south crosswalk at the intersection with Niagara Avenue to the south crosswalk at the intersection with Center Avenue.
  - North 6<sup>th</sup> Street from the north crosswalk at the intersection with Wisconsin Avenue to the south crosswalk at the intersection with Center Avenue.
- Friday, August 8 through Sunday, August 10:
- South 7<sup>th</sup> Street from the south crosswalk at the intersection with Clara Avenue through the intersection with High Avenue.
  - Lakeshore Drive from the north crosswalk at the intersection with High Avenue to the north crosswalk at the intersection with Ashland Avenue.
  - South Pier Drive north from the crosswalk northeast of the intersection with Fisherman's Row.
  - Pennsylvania Avenue from the east crosswalk at the intersection with North 4<sup>th</sup> Street to the Lake Michigan shoreline.
  - Broughton Drive from south crosswalk at the intersection with Ontario Avenue through the intersection with Pennsylvania Avenue.

BE IT FURTHER RESOLVED: That the Chief of Police, or his designee, is authorized to temporarily close any other street within the City that he deems necessary or appropriate in his professional judgment via signs and barricades placed in conformance with MUTCD standards in order to protect public safety during the Event.

BE IT FURTHER RESOLVED: That the Chief of Police, or his designee, is authorized to temporarily prohibit or reserve parking on such streets and public parking lots as is necessary or appropriate in his professional judgment in order to protect public safety prior to and during the Event.

BE IT FURTHER RESOLVED: That the Director of Public Works, or his designee, is authorized to erect signage prohibiting access to and use of the Deland Park-Harbor Centre Marina boat launch ramps during the Event.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



## AGENDA ITEM MEMORANDUM

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DATE: 7/2/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

**SUBJECT:** Resolution 61-25-26 - A resolution authorizing the appropriate City officials to enter into a State/Municipal Agreement with the State of Wisconsin Department of Transportation for the Carbon Reduction Program project, New Jersey Avenue Trail (South Taylor Drive to Riverpark Road).

### ISSUE

Should the Public Works Committee recommend entering into the Agreement?

### STAFF RECOMMENDATION

Staff recommends entering into the Agreement.

### BACKGROUND/DISCUSSION

The Infrastructure Investment and Jobs Act (IIJA) of 2021 established a Carbon Reduction Program (CRP). This new federal program provides funding for projects reducing transportation emissions and requires states to develop comprehensive carbon reduction strategies.

In the summer of 2024, City staff applied for the WisDOT-managed Federal Carbon Reduction Grant and, in April 2025, were notified the City was awarded \$1,086,199.20. Under the accompanying State Municipal Agreement, the City is required to provide a 20% match, \$271,549.80, bringing the total project budget to \$1,357,749.00. These matching funds will be programmed in upcoming budgets before design begins.

#### Project Scope

- Construct a fully separated pedestrian path linking the South Taylor Drive trail (built with federal Non-Motorized Transportation Pilot Program funds) with the new Kiwanis Park trail, which ties into the existing network serving nearby residential and commercial districts.
- The project corridor will also be equipped with trail lighting matching the fixtures used on other recent installations, enhancing safety and visibility.

#### Alignment with CIP

- New Jersey Avenue roadway improvements are scheduled for 2027 in the City's Capital Improvement Program.
- Coordinating the Pedestrian Trail Project with the New Jersey Avenue roadwork maximizes cost efficiencies and minimizes community disruption by completing both scopes simultaneously.

#### Community Benefits

- Closes a critical gap in Sheboygan's non-motorized network.
- Connects local businesses, housing areas, athletic complexes, and riverfront parks

DEPARTMENT OF  
PUBLIC WORKS

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920/459-3440  
sheboyganwi.gov



## AGENDA ITEM MEMORANDUM (CONT.)

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- Enhances safety, encourages active transportation, and strengthens regional connectivity

By leveraging grant funding, matching dollars, and smart scheduling, this project will deliver a seamless, safe, and efficient trail link serving residents, businesses, and visitors alike.

### FUNDING IMPACT

Funding will be included in future budgets.

### IF APPROVED, NEXT STEPS:

City staff will program the required match into the upcoming budget. Before year-end, we will issue a Request for Proposal (RFP) and select a design consultant, with the resulting contract scheduled for Council approval in early 2026.



**CITY OF SHEBOYGAN  
RESOLUTION 61-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**JULY 14, 2025.**

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement with the State of Wisconsin Department of Transportation for the Carbon Reduction Program project, New Jersey Avenue Trail (South Taylor Drive to Riverpark Road).

WHEREAS, the City of Sheboygan applied for and was awarded a grant under the Wisconsin Department of Transportation (“WisDOT”) Carbon Reduction Program; and

WHEREAS, in order to accept the project, the City would be obligated to participate with 20% of Engineering and Construction costs and additional costs as the project proceeds with a maximum Federal and State contribution of \$1,089,199.20; and

WHEREAS, staff believes that accepting and supporting this project is in the City’s best interest.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the attached State/Municipal Agreement (I.D. 4996-01-82/83) with the State of Wisconsin Department of Transportation for a Carbon Reduction Program project, New Jersey Avenue Trail (South Taylor Drive to Riverpark Road).

BE IT FURTHER RESOLVED: That staff shall include the necessary local match obligations in future Capital Improvement Program budgeting for the associated project years.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



**STATE/MUNICIPAL  
AGREEMENT  
FOR CARBON  
REDUCTION  
PROGRAM (CRP)  
PROJECTS**

Subprogram #: 206

Program Name: CRP

Date: 6/23/2025

I.D.: 4996-01-82/83

WisDOT UEI#: CBE4JHP1S8H7

Project Sponsor UEI #: JJ7BCGBDMBN5

FAIN ID: TBD

Project Title: C Sheboygan, New Jersey Ave Trail

Location/Limit: S Taylor Drive – Riverpark Road

Project Length (if applicable): 0.7 miles

Project Sponsor: **City of Sheboygan**

County: **Sheboygan**

MPO Area (if applicable): Sheboygan

The signatory, the **CITY OF SHEBOYGAN**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State or WisDOT, to initiate and effect the transportation project hereinafter described.

Authority for the State to enter into this agreement are Wis. Stats. §§ 84.03 and 85.02 in accordance with 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), in the Code of Federal Regulations.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Wis. Stats. §§ 86.25 and 66.0301.

**NEEDS AND ESTIMATE SUMMARY:**

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

Existing Roadway/Equipment: There is currently a gap in the bicycle/pedestrian network. The proposed trail is the final link in the network to connect the area community.

Proposed Improvement: Construct a new separated pedestrian path between a trail previously constructed along S Taylor Drive and a newly constructed trail in Kiwanis Park.

Non-participating work includes work included in the project and other work necessary to finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements. Describe non-participating and other 100% locally funded project work.

The Project Sponsor agrees to the following State Fiscal Year 2025-2028 Supplemental CRP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$1,086,199.20** for all federally funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$1,086,199.20** federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project

Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

**State Fiscal Year 2025-2028 Supplemental CRP project funding may only be used for 2025-2028 Supplemental projects.**

**Project Award date: April 14, 2025**

Design for this project is currently scheduled in **Federal Fiscal Year 2025.**

Construction for this project is currently scheduled in **Federal Fiscal Year 2028.**

**Sunset Date: April 14, 2031**

The subject project must be Let for construction prior to September 30, 2028. Failure to meet this deadline may result in the forfeiture of the awarded CRP funding.

The subject project must be completed by April 14, 2031, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>ID 4996-01-82</b>					
Design	\$108,216	\$86,572.80	80%	\$21,643.20	20%+BAL
State Review	\$12,600	\$10,080	80%	\$2,520	20%+BAL
<i>Subtotal 4996-01-82</i>	\$120,816	\$96,652.80		\$24,163.20	
<b>ID 4996-01-83</b>					
Participating Construction	\$1,082,163	\$865,730.40	80%	\$216,432.60	20%+BAL
Construction Engineering	\$135,270	\$108,216	80%	\$27,054	20%+BAL
State Review	\$19,500	\$15,600	80%	\$3,900	20%+BAL
<i>Subtotal 4996-01-83</i>	\$1,236,933	\$989,546.40		\$247,386.60	
<b>Total Est. Cost Distribution</b>	<b>\$1,357,749</b>	<b>\$1,086,199.20</b>	<b>MAX*</b>	<b>\$271,549.80</b>	<b>N/A</b>

\*This project has a CRP federal funding maximum of **\$1,086,199.20**. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 3–9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and on behalf of: <b>City of Sheboygan</b> _____		
Name	Title	Date
Signed for and on behalf of the <b>State of Wisconsin</b> _____		
Name	Title	Date

#### GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All applicable DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the CRP Program, including but not limited to [23 USC, Section 503\(c\)\(4\)\(E\)](#), 23 U.S.C. 175(c), and all applicable federal laws.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.

- b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
- c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

#### STATE RESPONSIBILITIES AND REQUIREMENTS:

- 5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction Program. Federal funding for approved projects will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
  - f. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.
  - g. Preliminary Engineering.
  - h. State Review Services.
  - i. Other CRP items as enumerated in the approved application.
- 6. Project items purchased with federal funding are for the primary use of the CRP project.
- 7. State Disbursements:
  - a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
  - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

#### PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades, or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.

- d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement.
  - i. Other 100% Project Sponsor funded items.
9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to, 23 U.S.C. 175(c) and all applicable federal laws.
  10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. § 66.0901. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
  11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
  12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
  13. The Project Sponsor, in accordance with the project scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
  14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
  15. The project will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project not constructed to standards will be the responsibility of the Project Sponsor unless such exception is granted.
  16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
  17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
  18. The project is subject to a discretionary DBE goal assessment.

19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions. Revisions done without prior WisDOT approval are not entitled to State reimbursement and shall be at the sole expense of Project Sponsor.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by State and Federal law and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
23. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR Part 200 subpart D.
24. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor 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 S. 51.01(5), sexual orientation, 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. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
25. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
26. When applicable to the project, the Project Sponsor will, at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected

property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism, or other cause.

27. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing, and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State, and all its employees, from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted, or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project, including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

28. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### LEGAL RELATIONSHIPS:

29. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also



shall comply with all the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

30. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29, in accordance with all applicable Federal and State statutory and regulatory requirements:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official, as set forth in, but not limited to, the terms described in 2 CFR 200.214.

31. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally.

32. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors, and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
33. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
34. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

### PROJECT FUNDING CONDITIONS

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

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

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

37. The Project Sponsor agrees to the following State Fiscal Year 2025-2028 CRP Supplemental project funding conditions:
- a. ID 4996-01-82: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
  - b. ID 4996-01-83: Construction:
    - i. Costs for asphalt, base aggregate, landscaping, traffic control, lighting, mobilization, and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
  - c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$1,086,199.20** is cumulative for all federal funded project phases.
38. **Federal Inactive List:** Once a project has received its authorization to incur costs letter until the completion of the project, reimbursement requests must be submitted periodically. Failure to submit reimbursement requests may result in the project being placed on a federal inactive list and therefore, risks losing federal funding. As such, reimbursement requests should be submitted quarterly to indicate continued activity on the project.

[End of Document]



## AGENDA ITEM MEMORANDUM

DATE: 7/2/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

**SUBJECT:** Resolution 63-25-26 - A resolution authorizing the appropriate City officials to enter into an Agreement with MSA Professional Services Inc. for the completion of the Sheboygan Safe Streets and Roads for All (SS4A) Action Plan.

### ISSUE

Should the Public Works Committee recommend entering into the Agreement?

### STAFF RECOMMENDATION

Staff recommends entering into the Agreement.

### BACKGROUND/DISCUSSION

The Safe Streets and Roads for All (SS4A) program was established by the Infrastructure Investment and Jobs Act (IIJA) of 2021. It provides a dedicated competitive grant fund—\$5 billion over five years (FY22–26)—to support state, local, and tribal initiatives aimed at eliminating roadway fatalities and serious injuries nationwide.

On November 20, 2023, the Sheboygan Common Council approved a resolution directing City staff to develop a Complete Streets policy to improve citizen accessibility and all forms of mobility within our community and to increase safe, comfortable, and convenient travel while promoting public health and sustainable environmental practices.

On December 13, 2023, the City of Sheboygan was awarded a \$200,000 Planning and Demonstration Grant from the U.S. Department of Transportation. Administered through the Safe Streets and Roads for All (SS4A) discretionary program, this grant funds initiatives to prevent deaths and serious injuries on roadways. Funded by the Infrastructure Investment and Jobs Act of 2021, the City of Sheboygan joins eleven Wisconsin communities and tribal nations that were awarded funds in the 2023 application cycle. This grant requires a \$50,000 match from the City of Sheboygan.

SS4A offers two primary grant categories:

1. Planning & Demonstration Grants
  - Develop or enhance a comprehensive safety action plan
  - Conduct supplemental safety planning (e.g., road safety audits, data analysis)
  - Perform safety demonstration activities (quick-build treatments, pilot programs)
2. Implementation Grants
  - Fund physical safety improvements called out in an existing SS4A-eligible action plan
  - Eligible projects include pedestrian crossings, traffic calming, high-visibility pavement markings, and roadway redesigns to reduce speeds and conflicts

DEPARTMENT OF  
PUBLIC WORKS

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920/459-3440  
sheboyganwi.gov



## AGENDA ITEM MEMORANDUM (CONT.)

If federal funding is available, staff plan to apply for an Implementation Grant upon completion of the Planning & Demonstration Grant activities.

The items identified below are examples of tasks expected to be completed by the selected consultant.

### *SAFETY ANALYSIS*

Objective to assess the transportation system by clearly identifying and articulating local problems. The findings will be used to guide the development of focus areas in the Safety Plan and locations to be considered for safety investigations.

- An analysis of existing conditions and historical trends providing a baseline level of crashes involving fatalities and serious injuries.
- Analysis of crash locations, (severity, contributing factors, crash types, road users)
- Analysis of systemic and specific safety needs (high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographics, and structural issues).
- Network Screening to develop average crash rates for local roads by type from state, county and city transportation data.
- Geospatial (GIS) identification (geographic or locational data using maps) of higher risk locations.
- Analysis output (statistical, geospatial, and graphic).

### *ENGAGEMENT AND COLLABORATION*

Coordinate with the City of Sheboygan to incorporate a multi-prong approach for collaboration and robust public engagement opportunities maximizing community representation & feedback to ensure the Action Plan meets the needs of residents, has local support, and is implementable by government officials.

- Develop Traffic Safety Engagement Plan with list of active safety partners in the region to be considered in the identification of stakeholders across different groups of population.

### *POLICY AND PROCESS CHANGES*

- Assess current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety.
- Identify revised or new policies, guidelines, and/or standards, as appropriate.
- Draft, review of presentation policies, guidelines, and/or standards.

### *STRATEGY AND PROJECT SELECTION*

- Identify projects and strategies addressing the safety problems described in the Safety Action Plan that may include:
  - demonstration activities,
  - supplemental planning,
  - project-level planning, design, and development,



## AGENDA ITEM MEMORANDUM (CONT.)

- engineering studies that further safety applications,
  - pilot programs for behavioral or operational activities.
- Prioritize projects and strategies including the criteria used.
- Develop time ranges for interventions focused on infrastructure, behavioral, and/or operational safety.

### *DEMONSTRATION ACTIVITIES*

Demonstration activities are temporary safety improvements informing Action Plans by testing proposed project and strategy approaches to determine future benefits and future scope.

Coordinate the City of Sheboygan to deploy Demonstration Activities within the City project area to pilot evidence-based countermeasures, study and evaluate efficacy for changes in safety, and to inform projects & strategies of the Action Plan.

Provide a list of projects and activities and their benefits to be used for demonstration in the city.

### *FINAL SAFETY ACTION PLAN*

- Prepare final draft document will be prepared in consultation with the City of Sheboygan.
- Incorporate input following the public comment period and workshop.
- Prepare and present the Final Safety Action Plan in print and digital publication.

Overall, SS4A will provide a technical roadmap needed to improve roadway safety, advance equitable transportation access, and save lives.

### FUNDING IMPACT

Funding for the \$50,000 match was included as a 2024 item in the 2024-2028 Capital Improvement Program and will be moved forward to the 2025 Budget.

### IF APPROVED, NEXT STEPS:

Staff will work with MSA Professional Services, Inc. to begin work on the SS4A Program.

**CITY OF SHEBOYGAN  
RESOLUTION 63-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**JULY 14, 2025.**

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement with MSA Professional Services, Inc. for the completion of the Sheboygan Safe Streets and Roads for All (“SS4A”) Action Plan.

WHEREAS, the City of Sheboygan applied for and was awarded a grant under the FHWA Safe Streets for All program; and

WHEREAS, a Request for Qualifications was sent to eight consultants, with four responses received. Staff, including the Mayor, the Department of Public Works, the Police Department, and the Transit Department, reviewed the responses, and determined that MSA Professional Services, Inc. (“MSA”) is the most qualified consultant; and

WHEREAS, staff believe that supporting this project is in the City’s best interest.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the attached Professional Services Agreement with MSA Professional Services, Inc. for the completion of the Sheboygan SS4A Action Plan.

BE IT FURTHER RESOLVED: That the Finance Director be authorized to complete the following budget amendment to reflect the grant revenue anticipated to offset a significant portion of the project:

INCREASE:

Capital Fund – Federal Other Grants (Acct. No. 400-433000)	\$150,000
Capital Fund – Public Works – Contracted Services (Acct. No. 400300-531100)	\$150,000

BE IT FURTHER RESOLVED: That the Finance Director be authorized to complete the following budget amendment pulling forward the 2024 tax levy that was previously budgeted for this project:

INCREASE:

Capital Fund – Fund Equity Applied (Acct. No. 400-493000)	\$ 50,000
Capital Fund – Public Works – Contracted Services (Acct. No. 400300-531100)	\$ 50,000

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



## Professional Services Agreement

Item 9.

MSA Project Number: R09511024

This AGREEMENT (Agreement) is made effective July 7<sup>th</sup>, 2025 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1702 Pankratz St, Madison, WI 53704

Phone: 515-635-3416

Representative: Sarah Runkel, AICP

Email: srunkel@msa-ps.com

**CITY OF SHEBOYGAN, WI (OWNER)**

Address: 2026 New Jersey Avenue, Sheboygan, WI 53081

Phone: 920-459-3377

Representative: Kevin Jump Email: Kevin.Jump@sheboyganwi.gov

**Project Name:** Sheboygan Safe Streets and Roads for All (SS4A) Plan

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The schedule to perform the work is:** Approximate Start Date: July 8<sup>th</sup>, 2025  
Approximate Completion Date: November 30, 2026

**The lump sum fee for the work is: \$250,000**

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF SHEBOYGAN, WI**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MSA PROFESSIONAL SERVICES, INC.**

John Langhans, PE

Vice President

Date: 6/23/2025

**OWNER ATTEST (optional)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Stephen Tremlett, AICP

Team Leader

Date: 6/23/2025



**CITY OF SHEBOYGAN STANDARD CONTRACT TERMS**  
**GENERAL SERVICE AGREEMENT**  
**(NON-CONSTRUCTION)**

1. **STANDARD OF CARE.** Contracting Party agrees that the performance of services pursuant to the terms and conditions of this Agreement shall be performed in a manner consistent with the degree and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances providing like services. Upon notice to Contracting Party, Contracting Party will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care. Contracting Party agrees to follow all applicable federal, state, and local laws, regulations, and ordinances, and all provisions of this Agreement.
2. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.
3. **SCOPE OF WORK.** Contracting Party agrees to provide all labor, materials, equipment, transportation, appliances, and services necessary to complete all work identified or reasonably inferred from the Scope of Work document attached and/or incorporated into the Agreement. Contracting Party shall be responsible for obtaining all applicable permits and paying applicable permit fees prior to commencement. The scope of work set forth in this Agreement is based on facts known at the time of Agreement execution. As the project progresses, if facts are discovered that suggest a change of scope is warranted, the parties shall provide a written amendment to the Agreement before such change is recognized.
4. **MEANS AND METHODS.** Contracting Party shall be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement. Contracting Party must employ, as much as possible, such methods and means in carrying out the work as will minimize disruption to City operations. Unless specifically included as a service to be provided under this Agreement, the City specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.
5. **APPROPRIATION OF FUNDS.** Notwithstanding any other provision of the Agreement and pursuant to Wis. Stat. § 65.06(1), 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.
6. **SCHEDULE OF PAYMENTS.** The City shall remit payment to Contractor within not less than thirty (30) days of itemized invoice receipt. Such itemization shall include labor costs, the Contracting Party's direct expenses, including subcontractor costs, the hours worked by Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The City shall not make payment for any unauthorized work or expenses.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work.

7. **TAXES, SOCIAL SECURITY, INSURANCE, AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the Contracting Party's sole responsibility. The City is a tax- exempt entity and as such, shall not be required to pay sales tax by execution of a contract.
8. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement, insurance coverage, as applicable, consistent with that set forth in Exhibit A.
9. **INDEMNIFICATION & HOLD HARMLESS.** To the extent authorized by law and Wis. Stat. s. 443.20, Contractor hereby agrees to indemnify, defend, and hold harmless the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, and authorized volunteers from and against any and all suits, actions, legal

or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, 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 or alleged 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 Contractor or its agents or anyone acting under its direction or control or on its behalf arising out of, or in connection with, or relating to this Agreement. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, or authorized volunteers. Nothing in this Agreement shall be construed as the City of Sheboygan waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

10. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, the City of Sheboygan shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of the City, become the property of the City. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to the City for damages sustained by the City by virtue of this Agreement by the Contracting Party, and the City may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to the City from the Contracting Party is determined.
11. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by the City pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by the City.
12. **USE OF CITY PROPERTY.** Any property belonging to the City being provided for use by the Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations, or additions shall be made to the property unless otherwise authorized by this Agreement.
13. **INDEPENDENT CONTRACTOR.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.
14. **DISPUTE RESOLUTION .** The City and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. The City and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both the City and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of the City and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, the City and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

15. SEVERABILITY. The provisions of this Agreement are severable. If any provision or part of this Agreement or application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.
16. ASSIGNMENT, SUBLET, AND TRANSFER. Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the City. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.
17. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.
18. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
19. CONFLICTS OF INTEREST. Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to the City.
20. ACCESS TO RECORDS & OPEN RECORDS LAWS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. The City, or any of its duly authorized representatives, shall have access, at no cost to the City, to such books, records, documents, papers or any records, including electronic records, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Contracting Party understands that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law. Contractor 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 Contractor 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.
21. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
22. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

## ATTACHMENT A: SCOPE OF SERVICES

### PROJECT APPROACH

The Sheboygan SS4A Action Plan will be developed using six key elements that encompass all required components of an SS4A Action Plan:

1. Safety Analysis
2. Engagement and Collaboration
3. Policy and Process Changes
4. Strategy and Project Selection
5. Demonstration Activities
6. Final Safety Action Plan

#### ELEMENT 1: SAFETY ANALYSIS

##### 1.1 Crash Analysis

The project team will utilize WISDOT and FHWA data to review crash incidences by frequency, type, road classification, and location throughout Sheboygan to determine existing conditions and historical trends of crashes.

##### 1.2 Traffic and Pedestrian Counts

MSA will review available traffic data from the City, WisDOT and Bay-Lake Regional Planning Commission. After which, MSA will assess gaps in traffic and pedestrian counts. MSA will collect current data on the usage of pertinent routes using pole-mounted cameras and digital processing (Miovision) of AM/PM peak periods (6 hours total per location)-to get traffic counts by type (car, truck, bike, pedestrian) in each location. We will collect counts at up to four (4) locations at two (2) different times in the project - once during the summer and once during the school year. Additionally, we will collect Average Daily Traffic (ADT) at up to four (4) locations.

##### 1.3 High Injury Network Screening

Toole Design will develop a High Injury Network (HIN) for bicycle, pedestrian, and motor vehicle crashes. HINs are useful for simply and effectively communicating the highest priority streets that need investment to reduce deaths and serious injuries. To build the HINs, Toole Design uses a sliding window analysis to determine which corridors have the highest densities of serious and/or fatal crashes on the network. Toole Design can conduct this task efficiently by using their custom-built Safer Streets Priority Finder tool, developed in 2021 through a USDOT-led program, which automates the sliding windows analysis. In addition, corridors without recent serious or fatal crash history but with similar characteristics to those that do have recent severe crash history will also be identified as secondary corridors for improvement.

##### 1.4 Existing Conditions Report

MSA will compile a summary of existing conditions, including three (3) HIN GIS maps (pedestrian, bicycle, and vehicle) and other analysis maps (up to five additional maps), that will aid in leadership discussions, policy recommendations, and project prioritization. This document will also serve as a draft chapter of the Comprehensive Safety Action Plan (CSAP).

#### ELEMENT 2: ENGAGEMENT AND COLLABORATION

##### 2.1 Traffic Safety Engagement Plan

The MSA and Toole Design Team will hold a kickoff meeting with City staff to begin the project to develop a strategy to guide engagement with the broad community and a variety of key stakeholders.

The Traffic Safety Engagement Plan will consider, plan, and guide all the engagement tasks and deliverables and how they align and relate to the project's technical tasks. The Traffic Safety Engagement Plan will identify key stakeholders for the project. Feedback received from this process will support developing achievable targets for reducing roadway fatalities and serious injuries.

## 2.2 Online Engagement

The project team would develop a website to serve as a home for information and documents relating to the project. We also would foresee the need for online engagement via online surveys, where people can provide input on their own schedule from their phone or the comfort of their home. Toole Design will develop an online interactive map such as this "sandbox" style map which is available for testing: [https://tooledesign.github.io/webmap\\_template/](https://tooledesign.github.io/webmap_template/). We foresee online engagement and surveys to occur in the early phases of the project when we are identifying safety issues, and the final phases when we have a draft Safety Action Plan or demonstration projects for feedback.

## 2.3 Stakeholder Listening Sessions

We will hold five (5) stakeholder listening sessions either remote or during a scheduled visit with community members to build an understanding of their needs and the issues they face in multi-modal traveling in the community. Focus will be made to include neighborhood associations, bike enthusiasts, public transit users, youth and elderly groups, disability advocates, local Hispanic and Hmong Associations and other minority associations, and adjacent property owners.

## 2.4 Public Open Houses

The project team will facilitate up to two (2) open house meetings to gather community needs and issues through creative interactive activities. Project team will support the Communications Director in advertising the process through local media, social media, mailers, and targeted messaging to community organizations and leaders, including schools.

## 2.5 Pop-Up Booth

The project team will setup a booth up to four (4) occasions/events, inclusive of one (1) occasion during the Safety Days (see Task 2.6). This could be at Farmer's Market, the Levitt Amp Music Series, or a table set up at the Downtown Transit Center.

## 2.6 Safety Days

The project team will assist the City in developing a multi-day workshop (dubbed "Safety Days"), taking place during the initial phase of the project to build interest and understand the community's shared values and concerns around traffic safety. The project team would have four (4) staff in town for up 2-3 days of concentrated collaboration, which may include:

- One (1) in-person presentation/meeting with City Council or other existing city committees to gather feedback on program and policy priorities.
- Booth at the Downtown Transit Center
- Hold one (1) mobility audit event. This will be coordinated with AARP, using their AARP Walk Audit Tool Kit to assess pedestrian and bicyclists safety conditions of specific corridors identified through engagement and the steering committee meetings. Key activities include intercept surveys, walk and bike abouts, or infrastructure evaluations.
- Hold up to three (3) meetings with community organizations directly such as Harbor Center Business District, civic organizations, and non-City government agency staff.
- Facilitate one (1) public open house.

## 2.7 Project Team Meetings & Management

One (1) team member will meet with City staff in person, while other project team will join virtually for monthly meetings (totaling up to 15 meetings). These meetings will provide project updates, review ongoing work, and coordinate tasks and deliverables.

The project team will also host one (1) kickoff meeting with City staff to confirm the project's scope, schedule, objectives, budget, and key roles for the Sheboygan SS4A Action Plan. This meeting will also affirm the goals and expectations in a Vision Zero Resolution (see Task 3.2). We will discuss background information and establish expectations for the process and products that will help guide project success.

## 2.8 Steering Committee Meetings

The SS4A program requires planning structure including a guiding committee or task force to oversee CSAP development, implementation, and monitoring. MSA will assist the City in identifying and assembling the CSAP steering committee and host meetings to provide guidance and collect feedback from the committee throughout action plan development. We will facilitate in-person up to six (6) steering committee meetings, as identified in the project schedule and further explained below.

- One (1) in-person kick-off meeting;
- Two (2) meetings clustered together\* (one remote and one in-person) to go over Elements 3 and 4, as well as discuss the demonstration activities (Element 5) ;
- Two (2) meetings clustered together\* (one remote and one in-person) to go over Elements 5 and 6; and,
- One (1) for final document review and potential recommendation to City Council.
- 

*\* The clustering of meetings with one in-person and one remote will allow for maximum attendance to cover materials at four junctions highlighted above.*

## ELEMENT 3: POLICY AND PROCESS CHANGES

### 3.1 Review Plans and Policies

The planning team will review existing plans, ordinances, and policies that impact the existing and planned transportation network in Sheboygan. We will consult with City staff to determine the appropriate list of plans and ordinances to be reviewed, including relevant state plans and policies and potentially those from municipalities within proximity to Sheboygan.

### 3.2 Resolution Development

MSA will develop a Vision Zero Resolution for the City of Sheboygan based on the City's desired goals and expectations outlined in the project kick-off meeting. This is a requirement of the FHWA for the CSAP to be considered an eligible action plan.

### 3.3 Develop Revised Policies and Processes

Upon reviewing the existing plans, ordinances, and policies, the planning team will identify changes and additions to transportation policies and processes. These changes will be drafted in coordination with City staff to highlight improved processes, policies, guidelines, and standards to support the transportation network based on best practice, safety analysis, and community outreach.

## ELEMENT 4: STRATEGY AND PROJECT SELECTION

### 4.1 Improvements & Alternatives Summary

The project team will compile a list of potential projects and strategies and alternatives that will address the safety problems described in the Safety Action Plan. The project team will provide magnitude of costs (e.g., \$, \$\$, \$\$\$) and planning-level cost assessments for three (3) prioritization projects, identifying where they fit in the implementation timeline.

#### 4.2 Improvements Feasibility Report

Potential projects, inclusive of three (3) priority projects, will be outlined in a feasibility report that will serve as the basis for the CSAP implementation matrix. This tool will provide a list of recommended mitigation strategies with the priority actions detailed with cost and project implementation recommendations. This will accompany policy recommendations in the CSAP.

#### ELEMENT 5: DEMONSTRATION ACTIVITIES

MSA, working in partnership with Toole Design, will help City staff decide the scope and location of the demonstration project or projects before proceeding with design. The demonstration projects selected will be evaluated in Task 5.1 to determine those that may move forward to design to stay within the \$29,240 budget to complete Tasks 5.2 and 5.3.

##### 5.1 Options and Scoping for Demonstration Project Design

Toole Design will work with MSA to prepare an initial memo that presents options for demonstration project design and cost estimates and estimates of quantities and costs for materials, presenting options for demonstration projects, such as:

- Two (2) locations of crosswalk enhancements (at a school location or other site)
  - Treatments could include curb extensions, pedestrian islands, or for a RRFB study - observing a comparative sample site with an existing RRFB and similar characteristics of the demonstration site.
- Two (2) locations of traffic calming (at locations with no more than 2 travel lanes)
  - Treatments could include speed humps or neighborhood traffic circles/mini-roundabouts

Demonstration materials to be provided by the City could include:

- Temporary materials such as barrels, cones, barricades, or temporary curb materials to represent curb line changes including curb extensions, chicanes, and median pedestrian islands.

##### 5.2 Demonstration Project Design

The project team will develop two (2) conceptual layouts / alternatives based on feedback from the City and project stakeholders. Generally, our team will follow the familiar design development process to create engineering plans and drawings that the City, project staff, or even volunteers, if possible, will use to implement. Toole Design can provide signing, marking, and pavement marking plans. A preferred design will be selected with one (1) plan drawings completed in AutoCAD following WisDOT and local standards. All designs will be based on available aerial imagery and shapefiles provided by the City of Sheboygan. Signing and marking plans will show existing pavement marking and signage, and proposed pavement marking, signage, and materials placement. Work for this task includes one (1) desktop review with City staff and one (1) round of revisions based on consolidated comments. The AutoCAD drawing will be supplemented with a list of material quantities. Quantities will be summarized at the project level in Excel.

##### 5.3 Demonstration Project Implementation

The project team will support City staff in preparing for the demonstration project and can be available for follow-up communications as necessary through the demonstration window(s). We expect the City to supply all necessary materials/equipment and orchestrate the install. If the demonstration project lasts longer than one day, the City of Sheboygan or its assigned contractor would be responsible for maintaining the materials and removing the materials, pavement markings, and signage associated with the demonstration project. Larger installations are anticipated to be in place for at least three months and would require the City to take down the installation upon completion of activities.

#### 5.4 Demonstration Project Evaluation

The project team will analyze both community input and the technical traffic analysis of data from before, during, and after the demonstration project to measure how well it performed. The project team will evaluate the demonstration project(s) by completing and summarizing the following activities:

- Crash analysis data of 3-6 months before and after the installation.
- As part of this, AARP will host a Mobility Audit of the demonstration activity sites to evaluate the effectiveness of each project.
- Intercept surveys with quick postcard style surveys, or QR codes pointing users to the online survey.
- Average Vehicle speed
- Counts of vehicles yielding to pedestrians at crosswalks.

### ELEMENT 6: FINAL SAFETY ACTION PLAN

#### 6.1 Draft Comprehensive Safety Action Plan

All reports utilized throughout the planning process will be compiled and formatted to complete the draft CSAP. This document will summarize community input and data, describe the planning process, outline goals, recommend policy and process changes, and define procedures for implementation and monitoring of priority projects.

#### 6.2 Draft Review

MSA will host a community open house to present the draft CSAP to the community of Sheboygan and provide residents opportunities to ask questions and provide feedback about the priority projects and policies identified through the planning process.

#### 6.3 Final Comprehensive Safety Action Plan

The draft CSAP will be available for staff, officials, stakeholders, and community members to review and provide feedback. We request staff and official's comments to be synthesized into one round of edits/comments for the project team to consider for updates to the plan. Community input will be utilized for a revision process to format the final CSAP that will be adopted by the City of Sheboygan.

#### 6.4 Final Presentation to Council

The project team will attend a City Council meeting to present the final CSAP to City leadership.

### DELIVERABLES

Final Sheboygan SS4A Action Plan

One (1) electronic copy (PDF)

Two (2) physical copies

All data used for analysis, including but not limited to traffic counts, survey results, geodata files, shape files, crash rate data, etc.



**ATTACHMENT B: PROJECT COST**

Sheboygan, WI SS4A Project Cost Estimate		
Safety Analysis		
1.1	Crash Analysis	\$ 5,440.00
1.2	Traffic & Pedestrian Counts	\$ 8,160.00
1.3	High Injury Network Screening	\$ 6,240.00
1.4	Existing Conditions Report	\$ 4,200.00
Element Total		\$ 24,040.00
Engagement & Collaboration		
2.1	Traffic Safety Engagement Plan	\$ 2,840.00
2.2	Online Engagement	\$ 12,180.00
2.3	Stakeholder Sessions	\$ 4,260.00
2.4	Public Open Houses	\$ 11,580.00
2.5	Pop-Up Booths	\$ 9,000.00
2.6	Safety Days	\$ 31,150.00
2.7	Project Team Meetings	\$ 16,580.00
2.8	Steering Committee Meetings	\$ 15,080.00
Element Total		\$ 102,670.00
Policy & Process Changes		
3.1	Review Plans and Policies	\$ 2,800.00
3.2	Resolution Development	\$ 640.00
3.3	Develop Revised Policies & Processes	\$ 6,000.00
Element Total		\$ 9,440.00
Strategy & Process Selection		
4.1	Improvements & Alternatives Summary	\$ 3,400.00
4.2	Improvements Feasibility Report	\$ 6,800.00
Element Total		\$ 10,200.00
Demonstration Activities		
5.1	Options and Scoping for Demonstration Project Design (+Traffic Study for Demonstration Project)	\$ 12,800.00
5.2	Demonstration Project Design	\$ 29,200.00
5.3	Demonstration Project Implementation	\$ 2,040.00
5.4	Demonstration Project Evaluation	\$ 17,000.00
Element Total		\$ 61,040.00
Final Safety Action Plan		
6.1	Draft Comprehensive Safety Action Plan	\$ 24,060.00
6.2	Draft Review	\$ 2,240.00
6.3	Final Comprehensive Safety Action Plan	\$ 5,600.00
6.4	Final Presentation to Council	\$ 1,600.00
Element Total		\$ 33,500.00
Project Expenses		
Expense Total		\$ 9,110.00
Project Total		\$ 250,000.00