



PUBLIC WORKS COMMITTEE AGENDA

May 09, 2023 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

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 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: April 11, 2023

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Gen. Ord. No. 1-23-24 / May 1, 2023: An ordinance repealing and recreating Appendix D, Construction Site Erosion Control, of the Sheboygan Municipal Code, providing for construction site erosion control at sites where the construction activities do not include the construction of a building, and repealing and recreating Appendix E, Post-Construction Stormwater Management Zoning Ordinance, of the Sheboygan Municipal Code, providing for the control of post-construction runoff to waters of the State.
7. Res. No. 172-22-23 / April 17, 2023: A resolution authorizing the Purchasing Agent to issue a purchase order for the furnishing and installation of a replacement electronic message board sign with monument base to be installed at Deland Park in Sheboygan.

NEXT MEETING DATE

8. Next Regular Meeting Date: May 23, 2023

ADJOURNMENT

9. 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
Tuesday, April 11, 2023

COMMITTEE MEMBER PRESENT: Alderperson Amanda Salazar, Chair Dean Dekker, Alderperson Angela Ramey, Alderperson Joe Heidemann, and Vice Chair Zach Rust.

STAFF/OFFICIALS PRESENT: Mayor Ryan Sorenson, Director of Public Works David Biebel, City Engineer Ryan Sazama, Superintendent of Parks and Forestry Joe Kerlin, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Facilities and Traffic Mike Willmas, and Administrative Clerk Rachel Masse.

OTHERS PRESENT: Tim & Karen Schultz.

OPENING OF MEETING

1. Call to Order

Chair Dean Dekker called the meeting to order at 5:30 PM.

2. Roll Call - Alderpersons Dekker, Heidemann, Ramey, Salazar, and Rust may attend meeting remotely.
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: March 28, 2023

MOTION TO APPROVE MINUTES FROM MARCH 28, 2023

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

Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 166-22-23 / April 5, 2023: A resolution authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by David L. Gartman, LLC.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

7. Gen. Ord. No. 31-22-23 / April 5, 2023: A general ordinance placing stop signs at the northwest corner and southeast corner of S. 22nd Street and David Avenue.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

8. Wild Animal Discussion. DISCUSSION ONLY

NEXT MEETING DATE

9. Next Regular Meeting Date: April 25, 2023

ADJOURNMENT

10. Motion to adjourn - Sine Die

MOTION TO ADJOURN SINE DIE AT 5:52 PM

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

Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance repealing and recreating Appendix D, Construction Site Erosion Control, of the Sheboygan Municipal Code, providing for construction site erosion control at sites where the construction activities do not include the construction of a building, and repealing and recreating Appendix E, Post-Construction Stormwater Management Zoning Ordinance, of the Sheboygan Municipal Code, providing for the control of post-construction runoff to waters of the State.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: May 4, 2023

MEETING DATE: May 9, 2023

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Department of Public Works in the last several years has been working with the Wisconsin DNR and a consultant to modify the existing City Storm Water Ordinance in order to create a new 2023 Storm Water Ordinance meeting the new state standards. Repealing the old ordinance and recreating and adopting a new ordinance will fulfill City of Sheboygan Storm Water requirements.

STAFF COMMENTS: As stated above, the Department of Public Works has been coordinating with the Wisconsin DNR and a consultant to implement several new storm water standards. This ordinance will satisfy these requirements.

ACTION REQUESTED: Motion to recommend the Common Council adopt Gen. Ord. No. 1-23-24 repealing and recreating Appendix D, Construction Site Erosion Control, of the Sheboygan Municipal Code, providing for construction site erosion control at sites where the construction activities do not include the construction of a building and repealing and recreating Appendix E, Post-Construction Stormwater Management Zoning Ordinance, of the Sheboygan Municipal Code, providing for the control of post-construction runoff to waters of the site.

ATTACHMENTS:

- I. Gen. Ord. No. 1-23-24

Gen. Ord. No. 1 - 23 - 24. By Alderpersons Dekker and Rust. May 1, 2023.

AN ORDINANCE repealing and recreating Appendix D, Construction Site Erosion Control, of the Sheboygan Municipal Code, providing for construction site erosion control at sites where the construction activities do not include the construction of a building, and repealing and recreating Appendix E, Post-Construction Stormwater Management Zoning Ordinance, of the Sheboygan Municipal Code, providing for the control of post-construction runoff to waters of the State.

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

Section 1. Appendix D, Construction Site Erosion Control, of the Sheboygan Municipal Code, providing for construction site erosion control at sites where the construction activities do not include the construction of a building is hereby repealed and recreated to read as follows:

"APPENDIX D - CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL

Sections:

- Sec. 1.0 Authority.
- Sec. 2.0 Findings of Fact.
- Sec. 3.0 Purpose.
- Sec. 4.0 Applicability and Jurisdiction.
- Sec. 5.0 Definitions.
- Sec. 5.5 Applicability of Maximum Extent Practicable.
- Sec. 6.0 Technical Standards.
- Sec. 7.0 Performance Standards for Construction Sites Under One Acre.
- Sec. 8.0 Performance Standards for Construction Sites of One Acre or More.
- Sec. 9.0 Permitting Requirements, Procedures and Fees.
- Sec. 10.0 Erosion and Sediment Control Plan, Statement and Amendments.
- Sec. 11.0 Fee Schedule.
- Sec. 12.0 Inspection.
- Sec. 13.0 Enforcement.
- Sec. 14.0 Appeals.
- Sec. 15.0 Severability.
- Sec. 16.0 Effective Date.

Sec. 1.0. Authority.

- 1.1. This ordinance is adopted under the authority granted by Wis. Stat. § 62.234 and applies to land-disturbing construction activities and land-developing activities on land within the boundaries and jurisdiction of the City. This ordinance

supersedes all provisions of an ordinance previously enacted under Wis. Stat. § 62.23 that relate to construction site erosion control. Except as otherwise specified in Wis. Stat. § 62.234, Wis. Stat. § 62.23 applies to this ordinance and to any amendments to this ordinance.

- 1.2. The provisions of this ordinance are deemed not to limit any other lawful regulatory powers of the same governing body.
- 1.3. The Common Council hereby designates the Director of Public Works to administer and enforce the provisions of this ordinance.
- 1.4. The requirements of this ordinance do not pre-empt more stringent erosion and sediment control requirements that may be imposed by any of the following:
 - (a) Wisconsin Department of Natural Resources administrative rules, permits, or approvals, including those authorized under Wis. Stat. §§ 281.16 and 283.33;
 - (b) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under Wis. Adm. Code § 151.004.

Sec. 2.0. Findings of Fact. The Common Council acknowledges that runoff from land-disturbing construction activity carries a significant amount of sediment and other pollutants to the waters of the State in the City of Sheboygan.

Sec. 3.0. Purpose. The purpose of this ordinance is to maintain safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion and sediment discharge; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth by minimizing the amount of sediment and other pollutants carried by runoff or discharged from land-disturbing construction activity to waters of the State in the City of Sheboygan.

Sec. 4.0. Applicability and Jurisdiction.

4.1. Applicability.

- (a) Except as provided under par. (b), this ordinance applies to any construction site as defined under section 5.7.

(b) This ordinance does not apply to the following:

1. Transportation facilities under the jurisdiction of the Wisconsin Department of Transportation or the Shoreline Metro Transit, except transportation facility construction projects that are part of a larger common plan of development such as local roads within a residential or industrial development. Municipal transportation projects under the jurisdiction of the City of Sheboygan are subject to ordinance requirements.
2. A construction project that is exempted by federal statutes or regulations from the requirements to have a national pollutant discharge elimination system permit issued under chapter 40, Code of Federal Regulations, part 122, for land-disturbing construction activity.
3. Nonpoint discharges from agricultural facilities and practices.
4. Nonpoint discharges from silviculture activities.
5. Routine maintenance for project sites that have less than five acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

(c) Notwithstanding the applicability requirements in par. (a), this ordinance applies to construction sites of any size, that, as determined by the Department of Public Works, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, or that increases water pollution by scouring or transporting particulate.

4.2. Jurisdiction. This ordinance applies to land-disturbing construction activities on lands within the boundaries and jurisdiction of the City of Sheboygan, as well as the extraterritorial division of land subject to an ordinance enacted pursuant to Wis. Stat. §§ 236.45(2) and (3).

- 4.3. Exclusions. This ordinance is not applicable to activities conducted by a state agency, as defined by Wis. Stat. § 227.01(1).
- 4.4. Interpretation. In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the municipality and shall not be deemed a limitation or repeal of any other powers granted by Wisconsin law.

Sec. 5.0. Definitions.

- (a) "Administering Authority" means a governmental employee, or a regional planning commission empowered by Wis. Stat. § 62.234, that is designated by the City of Sheboygan to administer this ordinance.
- (b) "Agricultural Facilities and Practices" has the meaning in Wis. Stat. § 281.16(1).
- (c) "Best Management Practice" or "BMP" means structural or non-structural measures, practices, techniques, or devices employed to avoid or minimize soil, sediment, or pollutants carried in runoff to waters of the State.
- (d) "Business Day" means a day the offices of the City of Sheboygan are routinely and customarily open for business.
- (e) "Cease and Desist Order" means a court-issued order to halt land-disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the City.
- (f) "Commercial Land Use" means use of land for the retail or wholesale of goods or services.
- (g) "Construction Site" means an area upon which one or more land-disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land-disturbing construction activities may be taking place at different times on different schedules but under one plan. A long-range planning document that describes separate construction projects, such as a 20-year transportation improvement plan, is not a common plan of development.
- (h) "Construction Site Control Measure" means a control measure used to meet the requirements of section 6.0.
- (i) "Control Measure" means a practice or combination of practices to control soil erosion and attendant pollution.
- (j) "Design storm" means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total depth of rainfall.

- (k) "Division of Land" means the creation from one parcel of three or more parcels or building sites of five or fewer acres each by the successive division within a five-year period.
- (l) "Erosion" means the process by which the land's surface is worn away by the action of wind, water, ice, or gravity.
- (m) "Erosion Control Plan Statement" means a written description of the number, locations, sizes, and other pertinent information of control measures designed to meet the requirements of this ordinance submitted by the applicant for review and approval by the Department of Public Works, for developments of up to one acre or single lot, except for one- and two- family dwelling units.
- (n) "Erosion and Sediment Control Plan" means a written plan of the number, locations, sizes, and other pertinent information of control measures designed to meet the requirements of this ordinance submitted by the Applicant for review and approval by the Department of Public Works for development of greater than one acre or multiple lots.
- (o) "Extraterritorial" means the unincorporated area within three miles of the corporate limits of a first-, second-, or third-class city, or within 1.5 miles of a fourth-class city or village.
- (p) "Final Stabilization" means that all land-disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a density of at least 70% of the cover for the unpaved areas and areas not covered by permanent structures or that employ equivalent permanent stabilization measures.
- (q) "Governing Body" means the City of Sheboygan Common Council.
- (r) "Land-Disturbing Construction Activity" means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the State. Land-disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling, and grading activities.
- (s) "Landowner" means any person holding fee title, an easement, or other interest in property, which allows the person to undertake cropping, livestock management, land-disturbing construction activity, or maintenance of stormwater BMPs on the property.
- (t) "Land User" means any person operating, leasing, renting, or having made other arrangements with the landowner by which the landowner authorizes use of their land.

- (u) "Maximum Extent Practicable" means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this ordinance as determined in accordance with section 5.5.
- (v) "Performance Standard" means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.
- (w) "Permit" means a written authorization made by the Department of Public Works to the applicant to conduct land-disturbing construction activity or to discharge post-construction runoff to waters of the State.
- (x) "Pollutant" has the meaning given in Wis. Stat. § 283.01(13).
- (y) "Pollution" has the meaning given in Wis. Stat. § 281.01(1).
- (z) "Responsible Party" means the landowner and any other entity holding fee title to the property performing services to meet the requirements of this ordinance through a contract or other agreement.
- (aa) "Runoff" means stormwater or precipitation including rain, snow, or ice melt, or similar water that moves on the land surface via sheet or channelized flow.
- (bb) "Sediment" means settleable solid material that is transported by runoff, suspended within runoff, or deposited by runoff away from its original location.
- (cc) "Silviculture Activity" means activities, including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of a construction site area is not a silviculture activity.
- (dd) "Site" means the entire area included in the legal description of the land on which the land-disturbing construction activity is proposed in the permit application.
- (ee) "Stop Work Order" means an order issued by the Department of Public Works or Building Inspection Department, which requires that all construction activity on the site be stopped.
- (ff) "Technical Standard" means a document that specifies design, predicted performance, and operation and maintenance specifications for a material, device, or method.
- (gg) "Transportation Facility" means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail, or any other public work for transportation purposes such as harbor improvements under Wis. Stat. § 85.095(1)(b). "Transportation Facility" does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Wisconsin Department of Natural Resources pursuant to Wis. Stat. § 281.33.

- (hh) "Waters of the State" includes those portions of Lake Michigan and Lake Superior within the boundaries of this State, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems, and other surface water or groundwater - natural or artificial, public, or private - within this State or within its jurisdiction.

Sec. 5.5. Applicability of Maximum Extent Practicable. Maximum extent practicable applies when a person who is subject to a performance standard of this ordinance demonstrates to the Department of Public Works' satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

Sec. 6.0. Technical Standards. All BMPs required for compliance with this ordinance shall meet design criteria, standards, and specifications based on any of the following:

- (a) Design guidance and technical standards identified or developed by the Wisconsin Department of Natural Resources under subchapter V of Wis. Admin. Code Ch. NR 151.
- (b) Soil loss prediction tools, such as Universal Soil Loss Equation (USLE), when using an appropriate rainfall or runoff factor, also referred to as the "R factor," or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.
- (c) Technical standards and methods approved by the Department of Public Works.

Sec. 7.0. Performance Standards for Construction Sites Under One Acre.

- 7.1. Responsible Party. The responsible party shall comply with this section.
- 7.2. Erosion and Sediment Control Practices. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:

- (a) The deposition of soil from being tracked onto streets by vehicles.
- (b) The discharge of sediment from disturbed areas into on-site storm water inlets.
- (c) The discharge of sediment from disturbed areas into adjacent waters of the State.
- (d) The discharge of sediment from drainage ways that flow off the site.
- (e) The discharge of sediment by dewatering activities.
- (f) The discharge of sediment eroding from soil stockpiles existing for more than seven days.
- (g) The transport by runoff into waters of the State of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the State, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.

7.3. Location. The BMPs shall be located so that treatment occurs before runoff enters waters of the State.

7.4. Implementation. The BMPs used to comply with this section shall be implemented as follows:

- (a) Erosion and sediment control practices shall be constructed or installed before land-disturbing construction activities begin.
- (b) Erosion and sediment control practices shall be maintained until final stabilization.
- (c) Final stabilization activity shall commence when land-disturbing activities cease and final grade has been reached on any portion of the site.
- (d) Temporary stabilization activity shall commence when land-disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
- (e) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

Sec. 8.0. Performance Standards for Construction Sites of One Acre or More.

8.1. Responsible Party. The responsible party shall comply with this section and implement the erosion and sediment control plan developed in accordance with Sec. 10.

- 8.2. Erosion and Sediment Control Plan. A written, site-specific erosion and sediment control plan shall be delivered in accordance with Sec. 10 of this ordinance and implemented for each construction site.
- 8.3. Erosion and Other Pollutant Control Requirements. The erosion and sediment control plan under Sec. 8.2 shall include the following:
- (a) Erosion and Sediment Control Practices. Erosion and sediment control practices at each site where land-disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
1. The deposition of soil from being tracked onto streets by vehicles.
 2. The discharge of sediment from disturbed areas into on-site storm water inlets.
 3. The discharge of sediment from disturbed areas into adjacent waters of the State.
 4. The discharge of sediment from drainage ways that flow off the site.
 5. The discharge of sediment by dewatering activities.
 6. The discharge of sediment eroding from soil stockpiles existing for more than seven days.
 7. The discharge of sediment from erosive flows at outlets and in downstream channels.
 8. The transport by runoff into waters of the State of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the State, such as constructing bridge footings or BMP installations, are not prohibited by this subsection.
 9. The transport by runoff into waters of the State of untreated wash water from vehicle and wheel washing.

- (b) Sediment Performance Standards. In addition to the erosion and sediment control practices under par. (a), the following erosion and sediment control practices shall be employed:
1. BMPs that, by design, discharge no more than five tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.
 2. No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this paragraph. Credit may be given toward meeting the sediment performance standard of this paragraph for limiting the duration or area, or both, of land-disturbing construction activity, or for other appropriate mechanisms.
 3. Notwithstanding subd. 1, if BMPs cannot be designed and implemented to meet the sediment performance standards, the erosion and sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.
- (c) Preventative Measures. The erosion and sediment control plan shall incorporate all of the following:
1. Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.
 2. Minimization of soil compaction and preservation of topsoil.
 3. Minimization of land-disturbing construction activity on slopes of 20% or more.
 4. Development of spill prevention and response procedures.
- (d) Location. The BMPs used to comply with this section shall be located so that treatment occurs before runoff enters waters of the State.

8.4. Implementation. The BMPs used to comply with this section shall be implemented as follows:

- (a) Erosion and sediment control practices shall be constructed or installed before land-disturbing construction activities begin, in accordance with the erosion and sediment control plan developed in Sec. 8.2.
- (b) Erosion and sediment control practices shall be maintained until final stabilization.
- (c) Final stabilization activity shall commence when land-disturbing activities cease and final grade has been reached on any portion of the site.
- (d) Temporary stabilization activity shall commence when land-disturbing activities have temporarily ceased and will not resume for a period exceeding fourteen calendar days.
- (e) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

Sec. 9.0. Permitting Requirements, Procedures, and Fees.

9.1. Permit Required. No responsible party may commence a land-disturbing construction activity subject to this ordinance without receiving prior approval of an erosion and sediment control plan for the site and a permit from the Department of Public Works.

9.2. Permit Application and Fees. The responsible party that will undertake a land-disturbing construction activity subject to this ordinance shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of Sec. 10, and shall pay an application fee to the Department of Public Works in the amount specified in Sec. 11. By submitting an application, the applicant is authorizing the Department of Public Works to enter the site to obtain information required for the review of the erosion and sediment control plan.

9.3. Permit Application Review and Approval. The Department of Public Works shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:

- (a) Within forty-five (45) business days of the receipt of a complete permit application, as required by Sec. 9.2,

the Department of Public Works shall inform the applicant whether the application and erosion and sediment control plan are approved or disapproved based on the requirements of this ordinance.

- (b) If the permit application and erosion and sediment control plan are approved, the Department of Public Works shall issue the permit.
- (c) If the permit application or erosion and sediment control plan is disapproved, the Department of Public Works shall state in writing the reasons for disapproval.
- (d) The Department of Public Works may request additional information from the applicant. If additional information is submitted, the Department of Public Works shall have thirty (30) business days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.
- (e) Failure by the Department of Public Works to inform the permit applicant of a decision within forty-five (45) business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.

9.4. Surety Bond. As a condition of approval and issuance of the permit, the Department of Public Works may require the applicant to deposit a surety bond or irrevocable letter of credit to guarantee a good faith execution of the approved erosion and sediment control plan and any permit conditions.

9.5. Permit Requirements. All permits shall require the responsible party to:

- (a) Notify the Department of Public Works within forty-eight (48) hours of commencing any land-disturbing construction activity.
- (b) Notify the Department of Public Works of completion of any BMPs within fourteen (14) days after their installation.
- (c) Obtain permission in writing from the Department of Public Works prior to any modification pursuant to Sec. 10.3 of the erosion and sediment control plan.

- (d) Install all BMPs as identified in the approved erosion and sediment control plan.
- (e) Maintain all road drainage systems, stormwater drainage systems, BMPs, and other facilities identified in the erosion and sediment control plan.
- (f) Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land-disturbing construction activities and document repairs in a site inspection log.
- (g) Inspect the BMPs within twenty-four (24) hours after each rain of 0.5 inches or more, which results in runoff during active construction periods, and at least once each week. Make needed repairs and install additional BMPs as necessary, and document these activities in an inspection log that also includes the date of inspection, the name of the person conducting the inspection, and a description of the present phase of the construction at the site.
- (h) Allow the Department of Public Works to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan. Keep a copy of the erosion and sediment control plan at the construction site.

9.6. Permit Conditions. Permits issued under this section may include conditions established by Department of Public Works in addition to the requirements set forth in Sec. 9.5, where needed to assure compliance with the performance standards in Sec. 7 or Sec. 8.

9.7. Permit Duration. Permits issued under this section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The Department of Public Works may grant one or more extensions not to exceed 180 days cumulatively. The Department of Public Works may require additional BMPs as a condition of an extension if they are necessary to meet the requirements of this ordinance.

9.8. Maintenance. Throughout the duration of the construction activities, the responsible party shall maintain all BMPs necessary to meet the requirements of this ordinance until the site has undergone final stabilization.

Sec. 10.0. Erosion and Sediment Control Plan, Statement, and Amendments.

10.1. Erosion and Sediment Control Plan Statement. For each construction site identified under Sec. 4.1(c), an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the Department of Public Works. The erosion and sediment control plan statement shall briefly describe the site, the development schedule, the BMPs that will be used to meet the requirements of this ordinance, and shall include a site map.

10.2. Erosion and Sediment Control Plan Requirements.

- (a) An erosion and sediment control plan shall be prepared and submitted to the Department of Public Works.
- (b) The erosion and sediment control plan shall be designed to meet the performance standards in Secs. 7 & 8, and other requirements of this ordinance.
- (c) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:
 - 1. Name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant's principal contact at such firm. The application shall also include start and end dates, for construction.
 - 2. Description of the construction site and the nature of the land-disturbing construction activity, including representation of the limits of land disturbance on a United States Geological Service 7.5-minute series topographic map.
 - 3. Description of the intended sequence of major land-disturbing construction activities for major portions of the construction site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of

temporary erosion and sediment control measures, and establishment of permanent vegetation.

4. Estimates of the total area of the construction site and the total area of the construction site that is expected to be disturbed by land-disturbing construction activities.
 5. Calculations to show the compliance with the performance standard in Sec. 8.3(b)1.
 6. Existing data describing the surface soil as well as subsoils.
 7. Depth to groundwater, as indicated by Natural Resources Conservation Service soil information where available.
 8. Name of the immediate named receiving water from the United States Geological Service 7.5-minute series topographic maps.
 9. Provisions for maintenance of the construction site control measures.
 10. A plan of final site conditions on the same scale as the existing map showing the site changes.
- (d) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed five feet.
1. Existing topography, vegetative cover, natural and engineered drainage systems, roads, and surface waters. Lakes, streams, wetlands, channels, ditches, and other watercourses on an immediately adjacent to the site shall be shown. Any identified 100-year floodplains, flood fringes, and floodways shall also be shown.
 2. Boundaries of the construction site and immediately adjacent areas extending a minimum of two hundred (200) feet in each direction.
 3. Drainage patterns and approximate slopes anticipated after major grading activities.

4. Areas of soil disturbance.
 5. Location of major structural and non-structural controls identified in the erosion and sediment control plan.
 6. Location of areas where stabilization BMPs will be employed.
 7. Areas that will be vegetated following land-disturbing construction activities.
 8. Area(s) and location(s) of wetland on the construction site, and locations where stormwater is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
 9. Area(s) used for infiltration of post-construction stormwater runoff.
 10. An alphanumeric or equivalent grid overlying the entire construction site map.
 11. Locations and dimensions of utilities, structures, roads, highways, and paving.
 12. Primary and/or secondary environment corridors or other areas of significance.
 13. Locations and dimensions of all temporary soil or dirt stockpiles.
- (e) Each erosion and sediment control plan shall include a description of appropriate control BMPs that will be installed and maintained at the construction site to prevent pollutants from reaching waters of the State. The erosion and sediment control plan shall clearly describe the appropriate erosion and sediment control BMPs for each major land-disturbing construction activity and the timing during the period of land-disturbing construction activity that the erosion and sediment control BMPs will be implemented. The description of erosion and sediment control BMPs shall include, when appropriate, the following minimum requirements:

1. Description of interim and permanent stabilization practices, including a BMP implementation schedule. The erosion and sediment control plan shall ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.
2. Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the Department of Public Works, structural measures shall be installed on upland soils.
3. Management of overland flow at all areas of the construction site, unless otherwise controlled by outfall controls.
4. Trapping of sediment in channelized flow.
5. Staging land-disturbing construction activities to limit exposed soil areas subject to erosion.
6. Protection of downslope drainage inlets where they occur.
7. Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.
8. Clean-up of off-site sediment deposits.
9. Proper disposal of building and waste material.
10. Stabilization of drainage ways.
11. Installation of permanent stabilization practices as soon as possible after final grading.
12. Minimization of dust to the maximum extent practicable.
13. Control of soil erosion from dirt stockpiles.

- (f) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

10.3. Erosion and Sediment Control Plan Amendments. The applicant shall amend the erosion and sediment control plan if any of the following occur:

- (a) There is a change in design, construction, operation, or maintenance at the site, which has the reasonable potential for the discharge of pollutants to waters of the State and which has not otherwise been addressed in the erosion and sediment control plan.
- (b) The actions required by the erosion and sediment control plan fail to reduce the impacts of pollutants carried by construction site runoff.
- (c) The Department of Public Works notifies the applicant of changes needed in the erosion and sediment control plan.

Sec. 11.0. Fee Schedule. The fees referred to in other sections of this ordinance shall be established by the Department of Public Works and may be modified from time to time by resolution. A schedule of the fees established by the Department of Public Works shall be available for review at the Municipal Service Building. For one- and two-family residential, the appropriate fees are set forth in Section 26-38 of the Sheboygan Municipal Code and shall be submitted at the time of permit issuance. For commercial, industrial, and multi-family developments, the appropriate fees as established by resolution of the Common Council shall be submitted at the time of permit issuance.

Sec. 12.0. Inspection. The Department of Public Works shall be responsible for permitting and inspection of erosion control on public projects and work in the public right-of-way. The Building Inspection Department shall be responsible for inspection and erosion control on private lands.

The Building Inspector, City Engineer, or their designee shall inspect construction sites at least once a month during the period starting March 1 and ending October 31, and at least two times during the period starting November 1 and ending February 28, to ensure compliance with the erosion control plan. In addition, the Building Inspector, City Engineer, or their designee shall perform regular, year-

round inspections of construction sites to ensure compliance with the control plan, as needed.

If land-disturbing construction activities are occurring without a permit required by this ordinance, the Department of Public Works may enter the land pursuant to the provisions of Wis. Stat. §§ 66.0119(1), (2), and (3).

Sec. 13.0. Enforcement.

- 13.1. The Department of Public Works and/or Building Inspection Department may post a stop work order if any of the following occurs:
 - (a) Land-disturbing construction activity regulated under this ordinance is occurring without a permit.
 - (b) The erosion and sediment control plan is not being implemented in good faith.
 - (c) The conditions of the permit are not being met.
- 13.2. If the responsible party does not cease activity as required in a stop work order posted under this section or fails to comply with the erosion and sediment control plan or permit conditions, the Department of Public Works may revoke the permit.
- 13.3. If the responsible party, where no permit has been issued or the permit has been revoked, does not cease the activity after being notified by the Department of Public Works, or if a responsible party violates a stop work order posted under Sec. 13.1, the Department of Public Works may request the City Attorney to obtain a cease and desist order in any court with jurisdiction.
- 13.4. The Department of Public Works may retract the stop work order issued under Sec. 13.1 or the permit revocation under Sec. 13.2.
- 13.5. Forty-eight (48) hours after posting a stop work order under Sec. 13.1, the Department of Public Works may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this ordinance. The Department of Public Works may go on the land and commence the work forty-eight (48) hours after issuing the notice of intent. The costs of the work performed by the Department of Public Works under this subsection, plus interest at the rate authorized by the Department of Public Works, shall be billed

to the responsible party. In the event a responsible party fails to pay the amount due, the City Clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to Wis. Stat. Ch. 66, Subch. VII.

13.6. Any person violating any of the provisions of this ordinance shall be subject to a forfeiture of not less than \$50.00 nor more than \$1000.00 and the costs of prosecution for each violation and, in default of payment of such forfeiture and costs, to imprisonment in the county jail until the forfeiture and costs are paid, but not to exceed forty (40) days for each offense. Each day a violation exists shall constitute a separate offense.

13.7. Compliance with the provisions of this ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunction proceedings.

13.8. In the event of emergency conditions, as deemed by the Building Inspector, City Engineer, or their designee, whatever measures are necessary to bring the site into compliance shall be taken and all costs involved shall be paid by the responsible party.

13.9. In addition to stop work orders, other enforcement techniques, such as verbal warnings, written warnings, notice of violation, and civil penalty/citation are encouraged.

Sec. 14.0. Appeals.

14.1. Board of Zoning Appeals. The Board of Zoning Appeals created pursuant to section 15.934 of the Sheboygan Zoning Ordinance pursuant to Wis. Stat. § 61.354(4)(b):

(a) Shall hear and decide appeals where it is alleged that there is error in any order, decision, or determination made by the Department of Public Works in administering this ordinance except for cease and desist orders obtained under Sec. 13.3.

(b) May authorize, upon appeal, variances from the provisions of this ordinance which are not contrary to the public interest and where, owing to special

conditions, a literal enforcement of the provisions of this ordinance will result in unnecessary hardship.

- (c) Shall use the rules, procedures, duties, and powers authorized by statute in hearing and deciding appeals and authorizing variances.

14.2. Who May Appeal. Appeals to the Board of Zoning Appeals may be taken by any aggrieved person or by any office, department, board, or bureau of the City of Sheboygan affected by any decision of the Department of Public Works within twenty days of such decision.

Sec. 15.0. Severability. If a court of competent jurisdiction judges any section, clause, provision, or portion of this ordinance unconstitutional or invalid, the remainder of this ordinance shall remain in force and not be affected by such judgment.

Sec. 16.0. Effective Date. This ordinance shall be in force and effect from and after its adoption and publication."

Section 2. Appendix E, Post-Construction Stormwater Management Zoning Ordinance, of the Sheboygan Municipal Code, providing for the control of post-construction runoff to reduce the discharge of pollutants carried in stormwater runoff to waters of the State, is hereby repealed and recreated to read as follows:

"APPENDIX E. POST-CONSTRUCTION STORMWATER MANAGEMENT ORDINANCE

Sections:

- Sec. 1.0 Authority.
- Sec. 2.0 Findings of Fact.
- Sec. 3.0 Purpose and Intent.
- Sec. 4.0 Applicability and Jurisdiction.
- Sec. 5.0 Definitions.
- Sec. 5.5 Applicability of Maximum Extent Practicable.
- Sec. 6.0 Technical Standards.
- Sec. 7.0 Performance Standards.
- Sec. 8.0 Permitting Requirements, Procedures, and Fees.
- Sec. 9.0 Stormwater Management Plan
- Sec. 10.0 Maintenance Agreement.
- Sec. 11.0 Financial Guarantee.
- Sec. 12.0 Fee Schedule.
- Sec. 13.0 Enforcement.
- Sec. 14.0 Appeals.
- Sec. 15.0 Severability.

Sec. 16.0 Effective Date.

Sec. 1.0. Authority.

- 1.1. This ordinance is adopted by the City of Sheboygan under the authority granted by Wis. Stat. § 62.234. This ordinance supersedes all provisions of an ordinance previously enacted under Wis. Stat. § 62.23 that relate to stormwater management regulations. Except as otherwise specified in Wis. Stat. § 62.234, Wis. Stat. § 62.23 applies to this ordinance and to any amendments to this ordinance.
- 1.2. The provisions of this ordinance are deemed not to limit any other lawful regulatory powers of the governing body.
- 1.3. The Common Council hereby designates the Department of Public Works to administer and enforce the provisions of this ordinance.
- 1.4. The requirements of this ordinance do not preempt more stringent stormwater management requirements that may be imposed by any of the following:
 - (a) Wisconsin Department of Natural Resources administrative rules, permits, or approvals, including those authorized under Wis. Stat. §§ 281.16 and 283.33.
 - (b) Targeted non-agricultural performance standards promulgated by the Wisconsin Department of Natural Resources under Wis. Adm. Code § NR 151.004.

Sec. 2.0. Findings of Fact. The Common Council acknowledges that uncontrolled, post-construction runoff has a significant impact upon water resources and the health, safety, and general welfare of the community and diminishes the public enjoyment and use of natural resources. Specifically, uncontrolled post-construction runoff can:

- (1) Degrade physical stream habitat by increasing stream bank erosion, increasing streambed scour, diminishing groundwater recharge, diminishing stream base flows and increasing stream temperature.
- (2) Diminish the capacity of lakes and streams to support fish, aquatic life, recreational and water supply uses by increasing pollutant loading of sediment, suspended solids, nutrients, heavy metals, bacteria, pathogens, and other urban pollutants.

- (3) After wetland communities by changing wetland hydrology and by increasing pollutant loads.
- (4) Reduce the quality of groundwater by increasing pollutant loading.
- (5) Threaten public health, safety, property, and general welfare by overtaxing storm sewers, drainage ways, and other minor drainage facilities.
- (6) Undermine floodplain management efforts by increasing the incidence and levels of flooding.

Sec. 3.0. Purpose and Intent.

3.1. Purpose. The general purpose of this ordinance is to establish long-term, post-construction runoff management requirements that will diminish the threats to public health, safety, welfare, and the aquatic environment. Specific purposes are to:

- (a) Further the maintenance of safe and healthful conditions.
- (b) Prevent and control the adverse effects of stormwater; prevent and control soil erosion; prevent and control water pollution; protect spawning grounds, fish, and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth.
- (c) Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; and control increases in the scouring and transportation of particulate matter.
- (d) Minimize the amount of pollutants discharged from the separate storm sewer to protect the waters of the State.

3.2. Intent. It is the intent of the Common Council that this ordinance regulates post-construction stormwater discharges to waters of the State. This ordinance may be applied on a site-by-site basis. The Common Council recognizes, however, that the preferred method of achieving the stormwater performance standards set forth in this ordinance is through the preparation and implementation of comprehensive,

systems-level stormwater management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional stormwater devices, practices, or systems, any of which may be designed to treat runoff from more than one site prior to discharge to waters of the State. Where such plans are in conformance with the performance standards developed under Wis. Stat. § 281.16 for regional stormwater management measures and have been approved by the Common Council, it is the intent of this ordinance that the approved stormwater management plan be used to identify post-construction management measures acceptable for the community.

Sec. 4.0. Applicability and Jurisdiction.

4.1. Applicability.

- (a) Except as provided under par. (b), this ordinance applies to the following:
 - 1. A post-construction site whereupon one acre or more of land-disturbing construction activity occurs during construction.
 - 2. A post-construction site that had more than 1,000 square feet but less than one acre of land-disturbing activity shall be required to obtain a permit under this ordinance, but shall only be required to comply with the performance standards contained in section 7.4(b) regarding peak discharges unless otherwise required by the administering authority.
- (b) A site that meets any of the criteria in this paragraph is exempt from the requirements of this ordinance:
 - 1. A post-construction site with less than ten percent connected imperviousness, based on the area of land disturbance, provided the cumulative area of all impervious surfaces is less than one acre. However, the exemption of this paragraph does not include exemption from the protective area standard of this ordinance.
 - 2. Agricultural facilities and practices.

3. Underground utility construction, but not including the construction of any above-ground structures associated with utility construction.
- (c) Notwithstanding the applicability requirements in par. (a), this ordinance applies to post-construction sites of any size that, as determined by the Department of Public Works, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, causes undue channel erosion, or increases water pollution by scouring or the transportation of particulate matter.
- 4.2. Jurisdiction. This ordinance applies to post-construction sites within the boundaries and jurisdiction of the City of Sheboygan, as well as all lands located within the extraterritorial plat approval jurisdiction of the City of Sheboygan, even if plat approval is not involved.
 - 4.3. Exclusions. This ordinance does not apply to activities conducted by a state agency, as defined under Wis. Stat. § 227.01(1).

Sec. 5.0. Definitions.

- (a) "Adequate Sod, or Self-Sustaining Vegetative Cover" means maintenance of sufficient vegetation types and densities such that the physical integrity of the streambank or lakeshore is preserved. Self-sustaining vegetative cover includes grasses, forbs, sedges, and duff layers of fallen leaves and woody debris.
- (b) "Administering Authority" means a governmental employee, or a regional planning commission empowered under Wis. Stat. § 62.234 that is designated by the Common Council to administer this ordinance.
- (c) "Agricultural Facilities and Practices" has the meaning given in Wis. Stat. § 281.16(1).
- (d) "Atlas 14" means the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation-Frequency Atlas of the United States, Volume 8 (Midwestern States), published in 2013.
- (e) "Average Annual Rainfall" means a typical calendar year of precipitation as determined by the Wisconsin Department of Natural Resources for users of models such as WinSLAMM, P8, or equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the municipality.

- (f) "Best Management Practice" or "BMP" means structural or non-structural measures, practices, techniques, or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the State.
- (g) "Business Day" means a day the office of the Department of Public Works is routinely and customarily open for business.
- (h) "Cease and Desist Order" means a court-issued order to halt land-disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the Department of Public Works.
- (i) "Combined Sewer System" means a system for conveying both sanitary sewage and stormwater runoff.
- (j) "Connected Imperviousness" means an impervious surface connected to the waters of the State via a separate storm sewer, an impervious flow path, or a minimally pervious flow path.
- (k) "Design Storm" means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total depth of rainfall.
- (l) "Development" means residential, commercial, industrial, or institutional land uses and associated roads.
- (m) "Direct Conduits to Groundwater" means wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, non-metallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow, fractured bedrock.
- (n) "Division of Land" has the meaning given in Section 3 of the City of Sheboygan Subdivision Code.
- (o) "Effective Infiltration Area" means the area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms, or pretreatment.
- (p) "Erosion" means the process by which the land's surface is worn away by the action of wind, water, ice, or gravity.
- (q) "Exceptional Resource Waters" means waters listed in Wis. Adm. Code. § NR 102.11.
- (r) "Extraterritorial" means the unincorporated area within three miles of the corporate limits of a first-, second-, or third-class city, or within one- and one-half miles of a fourth-class city or village.
- (s) "Filtering Layer" means soil that has at least a three-foot deep layer with at least 20% fines; or at least a five-foot deep layer with at least 10% fines; or an engineered soil with an equivalent level of protection as determined by the regularity authority for the site.

- (t) "Final Stabilization" means that all land-disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a density of at least 70% of the cover for the unpaved areas and areas not covered by permanent structures or that employ equivalent permanent stabilization measures.
- (u) "Financial Guarantee" means a performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guaranteed submitted to the Department of Public Works by the responsible party to assure that requirements of the ordinance are carried out in compliance with the stormwater management plan.
- (v) "Governing Body" means the Common Council of the City of Sheboygan.
- (w) "Impervious Surface" means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, gravel, or paved parking lots and streets are examples of areas that typically are impervious.
- (x) "In-fill" means an undeveloped area of land located within an existing urban sewer service area surrounded by development or development and natural or man-made features where development cannot occur.
- (y) "Infiltration" means the entry of precipitation or runoff into or through the soil.
- (z) "Infiltration System" means a device or practice such as a basin, trench, rain garden, or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns, or minimal infiltration from practices such as swales or roadside channels designed for conveyance and pollutant removal only.
- (aa) "Karst feature" means an area or surficial geologic features subject to bedrock dissolution so that it is likely to provide a conduit to groundwater, and may include caves, enlarged fractures, mine features, exposed bedrock surfaces, sinkholes, springs, seeps, or swallets.
- (bb) "Land-Disturbing Construction Activity" means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the State. Land-disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling, and grading activities.

- (cc) "Landowner" means any person holding fee title, an easement, or other interest in property, which allows the person to undertake cropping, livestock management, land-disturbing construction activity, or maintenance of stormwater BMPs on the property.
- (dd) "Maintenance Agreement" means a legal document that provides for long-term maintenance of stormwater management practices.
- (ee) "Maximum Extent Practicable" means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this ordinance as determined in accordance with Sec. 5.5 of this ordinance.
- (ff) "New Development" means development resulting from the conversion of previously undeveloped land or agricultural land uses.
- (gg) "NRCS MSE3 or MSE4 Distribution" means a specific precipitation distribution developed by the United States Department of Agriculture, Natural Resources Conservation Service, using precipitation data from Atlas 14.
- (hh) "Off-site" means located outside the property boundary described in the permit application.
- (ii) "On-site" means located within the property boundary described in the permit application.
- (jj) "Ordinary High-water Mark" has the meaning given in Wis. Adm. Code § NR 115.03(6).
- (kk) "Outstanding Resource Waters" means waters listed in Wis. Adm. Code § NR 102.10.
- (ll) "Percent Fines" means the percentage of a given sample of soil, which passes through a #200 sieve.
- (mm) "Performance Standard" means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.
- (nn) "Permit" means a written authorization made by the Department of Public Works to the applicant to conduct land-disturbing construction activity or to discharge post-construction runoff to waters of the State.
- (oo) "Permit Administration Fee" means a sum of money paid to the Department of Public Works by the permit applicant for the purpose of recouping the expenses incurred by the authority in administering the permit.
- (pp) "Pervious Surface" means an area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests, or similar vegetated areas are examples of surfaces that typically are pervious.
- (qq) "Pollutant" has the meaning given in Wis. Stat. § 283.01(13).
- (rr) "Pollution" has the meaning given in Wis. Stat. § 281.01(10).

- (ss) "Post-construction Site" means a construction site following the completion of land-disturbing construction activity and final site stabilization.
- (tt) "Pre-development Condition" means the extent and distribution of land cover types present before the initiation of land-disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.
- (uu) "Preventative Action Limit" has the meaning given in Wis. Adm. Code § NR 140.05(17).
- (vv) "Protective Area" means an area of land that commences at the top of the channel of lakes, streams, and rivers, or at the delineated boundary of wetlands, and that is the greatest of the widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface.
- (ww) "Redevelopment" means areas where development is replacing older development.
- (xx) "Responsible Party" means the landowner or any other entity performing services to meet the requirements of this ordinance through a contract or other agreement.
- (yy) "Runoff" means stormwater or precipitation, including rain, snow or ice melt, or similar water that moves on the land surface via sheet or channelized flow.
- (zz) "Separate Storm Sewer" means a conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels, or storm drains, which meets all of the following criteria:
 1. Is designed or used for collecting water or conveying runoff;
 2. Is not part of a combined sewer system;
 3. Is not part of a publicly-owned wastewater treatment works that provides secondary or more stringent treatment;
 4. Discharges directly or indirectly to waters of the State.
- (ab) "Silviculture Activity" means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of construction site area is not a silviculture activity.
- (ac) "Site" means the entire area included in the legal description of the land on which the land-disturbing construction activity occurred.
- (ad) "Stop Work Order" means an order issued by the Department of Public Works which requires that all construction activity on the site be stopped.

- (ae) "Stormwater Management Plan" is a comprehensive plan designed to reduce the discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.
- (af) "Technical Standard" means a document that specifies design, predicted performance and operation, and maintenance specifications for a material, device, or method.
- (ag) "Top of Channel" means an edge, or point on the landscape landward from the ordinary high-water mark of a surface water of the State, where the slope of the land begins to be less than 12% or less continually for at least fifty (50) feet. If the slope of the land is 12% or less continually for the initial fifty (50) feet landward from the ordinary high-water mark, the top of the channel is the ordinary high-water mark.
- (ah) "Total Maximum Daily Load" or "TMDL" means the amount of pollutants specified as a function of one or more water quality parameters, that can be discharged per day into a water quality limited segment and still ensure attainment of the applicable water quality standard.
- (ai) "TP-40" means Technical Paper No. 40, Rainfall Frequency Atlas of the United States, published in 1961.
- (aj) "TR-55" means the United States Department of Agriculture, Natural Resources Conservation Service (previously, the Soil Conservation Service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986, which is incorporated by reference for this chapter.
- (ak) "Transportation Facility" means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail, or any other public work for transportation purposes such as harbor improvements under Wis. Stat. § 85.095(1)(b). "Transportation Facility" does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department of Natural Resources pursuant to Wis. Stat. § 281.33.
- (al) "TSS" means total suspended solids.
- (am) "Type II Distribution" means a rainfall type curve as established in the United States Department of Agriculture, Natural Resources Conservation Service (previously, the Soil Conservation Service), Technical Paper 149, published in 1973.
- (an) "Waters of the State" includes those portions of Lake Michigan and Lake Superior within the boundaries of this State, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems, and other surface water or groundwater, natural or artificial, public or private, within this State or its jurisdiction.

Sec. 5.5. Applicability of Maximum Extent Practicable. Maximum extent practicable applies when a person who is subject to a performance standard of this ordinance demonstrates to the Department of Public Works' satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

Sec. 6.0. Technical Standards. The following methods shall be used in designing the water quality, peak discharge, and infiltration components of stormwater practices needed to meet the water quality standards of this ordinance:

1. Consistent with the technical standards identified, developed, or disseminated by the Wisconsin Department of Natural Resources under Wis. Adm. Code Ch. NR 151, Subch. V.
2. Where technical standards have not been identified or developed by the Wisconsin Department of Natural Resources, other technical standards may be used provided that the methods have been approved by the Department of Public Works.
3. In this ordinance, the following year and location has been selected as average annual rainfall: Milwaukee, 1969 (Mar. 28 - Dec. 6.).

Sec. 7.0. Performance Standards.

- 7.1. Responsible Party. The responsible party shall comply with this section.
- 7.2. Stormwater Management Plan. A written stormwater management plan in accordance with Sec. 9.0 shall be developed and implemented for each post-construction site.
- 7.3. Maintenance of Effort. For redevelopment sites where the redevelopment will be replacing older development that was subject to post-construction performance standards of Wis. Adm. Code Ch. NR 151 in effect on or after October 1, 2004, the responsible party shall meet the total suspended solids reduction, peak flow control, infiltration, and protective areas standards applicable to the older development or meet

the redevelopment standards of this ordinance, whichever is more stringent.

7.4. Requirements. The stormwater management plan required under Sec. 7.2 shall include the following:

(a) Total Suspended Solids. BMPs shall be designed, installed, and maintained to control the total suspended solids carried off in runoff from the post-construction site as follows:

1. BMPs shall be designed in accordance with Table 1 or to the maximum extent practicable as provided in subd. 2. The design shall be based on an average annual rainfall, as compared to no runoff management controls. The stormwater plan shall include modeling of proposed stormwater BMPs for total phosphorus and reporting of TP reduction performance. Electronic stormwater quality model files shall be submitted with the stormwater plan.

Table 1. TSS Reduction Standards

| Development Type | TSS Reduction |
|---------------------|--|
| New Development | 80% |
| In-fill Development | 80% |
| Redevelopment | 40% of load from parking areas and roads |

2. Maximum Extent Practicable. If the design cannot meet a total suspended solids reduction performance standard of Table 1, the stormwater management plan shall include a written, site-specific explanation of why the total suspended solids reduction performance standard cannot be met and why the total suspended solids load will be reduced only to the maximum extent practicable.
3. Off-Site Drainage. When designing BMPs, runoff draining to the BMP from off-site shall be considered in determining the treatment efficiency of the practice. Any impact on the efficiency shall be compensated for by increasing the size of the BMP accordingly.

(b) Peak Discharge.

1. By design, BMPs shall be employed to maintain or reduce the 1-year, 2-year, and 10-year, 24-hour post-construction peak runoff discharge rates to the 1-year, 2-year, and 10-year, 24-hour predevelopment peak runoff discharge rates, respectively, or to the maximum extent practicable. The runoff curve numbers in Table 2 shall be used to represent the actual pre-development conditions. Electronic stormwater quantity model files shall be submitted with the stormwater plan.

For peak discharge control design, calculations shall use TR-55 runoff curve number methodology, Atlas 14 precipitation depths, and the NRCS Wisconsin MSE4 precipitation distribution. On a case-by-case basis, the Department of Public Works may allow the use of TP-40 precipitation depths and the Type II distribution.

The administrative authority may require additional retention up to and including the 100-year post-development storm frequency due to downstream threats to life and property resulting from the additional drainage.

The grading plan shall pass the 100-year storm around or through the development without causing harm to life or property.

| Table 2. Maximum Pre-Development Runoff Curve Numbers | | | | |
|---|-----------------------|----|----|----|
| Runoff Curve Number | Hydrologic Soil Group | | | |
| | A | B | C | D |
| Woodland | 30 | 55 | 70 | 77 |
| Grassland | 39 | 61 | 71 | 78 |
| Cropland | 55 | 69 | 78 | 83 |

(c) Infiltration.

1. Best Management Practices. BMPs shall be designed, installed, and maintained to infiltrate runoff in accordance with the following or to the maximum extent practicable:
 - a. Low Imperviousness. For development up to 40% connected imperviousness, such as parks,

cemeteries, and low-density residential development, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90% of the predevelopment infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 1% of the post-construction site is required as an effective infiltration area.

- b. Moderate Imperviousness. For development with more than 40% and up to 80% connected imperviousness, such as medium and high density residential, multi-family development, industrial and institutional development, and office parks, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 75% of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2% of the post-construction site is required as an effective infiltration area.
- c. High imperviousness. For development with more than 80% connected imperviousness, such as commercial strip malls, shopping centers, and commercial downtowns, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60% of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2% of the post-construction site is required as an effective infiltration area. The pre-development condition shall be the same as specified in Table 2 of the Peak Discharge section of this ordinance.

2. Source Areas.

- a. Prohibitions. Runoff from the following areas may not be infiltrated and may not qualify as contributing to meeting the requirements of

this section unless demonstrated to meet the conditions identified in s. 07(4)(c)6.:

- i. Areas associated with a tier 1 industrial facilities identified in Wis. Admin. Code s. NR 216.21(2)(a), including storage, loading, and parking. Rooftops may be infiltrated with the concurrence of the regulatory authority.
 - ii. Storage and loading areas of a tier 2 industrial facility identified in Wis. Admin. Code s. NR 216.21(2)(b).
 - iii. Fueling and vehicle maintenance areas. Runoff from rooftops of fueling and vehicle maintenance areas may be infiltrated with the concurrence of the regulatory authority.
- b. Exemptions. Runoff from the following areas may be credited toward meeting the requirement when infiltrated, but the decision to infiltrate runoff from these source areas is optional:
- i. Parking areas and access roads less than 5,000 square feet for commercial development.
 - ii. Parking areas and access roads less than 5,000 square feet for industrial development not subject to the Prohibitions under par. a.
 - iii. Except as provided under s. 07(3) redevelopment post-construction sites.
 - iv. In-fill development areas less than five acres.
 - v. Roads on commercial, industrial, and institutional land uses, and arterial residential needs.

3. Location of Practices.

- a. Prohibitions. Infiltration practices may not be located in the following areas:
 - i. Areas within 1,000 feet upgradient or within 100 feet downgradient of karst features.
 - ii. Areas within 400 feet of a community water system well as specified in Wis. Admin. Code s. NR 811.16(4) or within the separation distances listed in Wis. Admin. Code s. NR 812.08 for any private well or non-community well for runoff infiltrated from commercial, including multi-family residential, industrial, and institutional land uses or regional devices for one- and two-family residential development.
 - iii. Areas where contaminants of concern, as identified in Wis. Admin. Code s. NR 720.03(2), are present in the soil through which infiltration will occur.
- b. Separation Distances.
 - i. Infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with Table 3.

Table 3. Separation Distances and Soil Characteristics

| Source Area | Separation Distance | Soil Characteristics |
|--|---------------------|---|
| Industrial, Commercial, Institutional Parking Lots and Roads | 5 feet or more | Filtering Layer |
| Residential Arterial Roads | 5 feet or more | Filtering Layer |
| Roofs Draining to Subsurface Infiltration Practices | 1 foot or more | Native or Engineered Soil with Particles Finer than Course Sand |
| Roofs Draining to Surface Infiltration Practices | Not Applicable | Not Applicable |
| All Other Impervious Source Areas | 3 feet or more | Filtering Layer |

- ii. Notwithstanding par. B., applicable requirements for injection wells classified under Wis. Admin. Code Ch. NR 815 shall be followed.
- c. Infiltration Rate Exemptions. Infiltration practices located in the following areas may be credited toward meeting the requirements under the following conditions, but the decision to infiltrate under these conditions is optional:
 - i. Where the infiltration rate of the soil measured at the proposed bottom of the infiltration system is less than 0.6 inches per hour using a scientifically credible field test method.
 - ii. Where the least permeable soil horizon to five feet below the proposed bottom of the infiltration system using the U.S. Department of Agriculture method of soils analysis is one of the following: sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay, or clay.

4. Alternate Use. Where alternate uses of runoff are employed, such as for toilet flushing, laundry, or irrigation or storage on green roofs where an equivalent portion of the runoff is captured permanently by rooftop vegetation, such alternate use shall be given equal credit toward the infiltration volume required by this section.
5. Groundwater Standards.
 - a. Infiltration systems designed in accordance with this section shall, to the extent technically and economically feasible, minimize the level of pollutants infiltrating to groundwater and shall maintain compliance with the preventative action limit at a point of standards application in accordance with Wis. Admin. Code Ch. NR 140. However, if site-specific information indicates that compliance with a preventative action limit is not achievable, the infiltration BMP may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.
 - b. Notwithstanding par. a., the discharge from BMPs shall remain below the enforcement standard at the point of standards application.
6. Pretreatment. Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial, and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with subd. 6. Pretreatment options may include, but are not limited to, oil and grease separation, sedimentation, biofiltration, filtration, swales, or filter strips.
7. Maximum Extent Practicable. Where the conditions of subd. 3. and 4. limit or restrict the use of infiltration practices, the performance standard of

s. 07(4)(c) shall be met to the maximum extent practicable.

(d) Protective Areas.

1. Definition. In this section, "protective area" means an area of land that commences at the top of the channel of lakes, streams, and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface. However, in this section, "protective area" does not include any area of land adjacent to any stream enclosed within a pipe or culvert, so that runoff cannot enter the enclosure at this location.
 - a. For outstanding resource waters and exceptional resource waters, and for wetlands in areas of special natural resource interest as specified in Wis. Admin. Code s. NR 103.04, 75 feet.
 - b. For perennial and intermittent streams identified on a U.S. Geological Survey 7.5-minute series topographic map, or a county soil survey map, whichever is more current, 50 feet.
 - c. For lakes, 50 feet.
 - d. For wetlands not subject to par. e. or f., 50 feet.
 - e. For highly susceptible wetlands, 75 feet. Highly susceptible wetlands include the following types: calcareous fens, sedge meadows, open and coniferous bogs, low prairies, coniferous swamps, lowland hardwood swamps, and ephemeral ponds.
 - f. For less susceptible wetlands, 10 percent of the average wetland width, but no less than 10 feet nor more than 30 feet. Less susceptible wetlands include: degraded wetland dominated by invasive species such as reed canary grass;

cultivated hydric soils; and any gravel pits, or dredged material or fill material disposal sites that take on the attributes of a wetland.

- g. In pars. d. to f., determinations of the extent of the protective area adjacent to wetlands shall be made on the basis of the sensitivity and runoff susceptibility of the wetland in accordance with the standards and criteria in Wis. Admin. Code s. NR 103.03.
 - h. Wetland boundary delineation shall be made in accordance with Wis. Admin. Code s. NR 103.08(1m). This paragraph does not apply to wetlands that have been completely filled in compliance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in compliance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after a fill has been placed. Where there is a legally authorized wetland fill, the protective area standard need not be met in that location.
 - i. For concentrated flow channels with drainage areas greater than 130 acres, 10 feet.
 - j. Notwithstanding pars. a. to i., the greatest protective area width shall apply where rivers, streams, lakes, and wetlands are contiguous.
- 2. Applicability. This section applies to post-construction sites located within a protective area, except those areas exempted pursuant to subd. 4.
 - 3. Requirements. The following requirements shall be met:
 - a. Impervious surfaces shall be kept out of the protective area entirely or to the maximum extent practicable. If there is no practical alternative to locating an impervious surface in the protective area, the stormwater

management plan shall contain a written, site-specific explanation.

- b. Where land-disturbing construction activity occurs within a protective area, adequate sod or self-sustaining vegetative cover of 70 percent or greater shall be established and maintained where no impervious surface is present. The adequate sod or self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat, and filtering of pollutants from upslope overland flow areas under sheet flow conditions. Non-vegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion such as on steep slopes or where high velocity flows occur.
 - c. BMPs such as filter strips, swales, or wet detention ponds, that are designed to control pollutants from non-point sources, may be located in the protective area.
4. Exemptions. This section does not apply to any of the following:
- a. Except as provided under s. 7.3 redevelopment post-construction sites.
 - b. In-fill development areas less than 5 acres.
 - c. Structures that cross or access surface water such as boat landings, bridges, and culverts.
 - d. Structures constructed in accordance with Wis. Stat. § 59.692(1v).
 - e. Areas of post-construction sites from which the runoff does not enter the surface water, including wetlands, without first being treated by a BMP to meet the local ordinance requirements for total suspended solids and peak flow reduction, except to the extent that vegetative ground cover is necessary to maintain bank stability.

- (e) Fueling and Maintenance Areas. Fueling and vehicle maintenance areas shall have BMPs designed, installed, and maintained to reduce petroleum within runoff, so that the runoff that enters waters of the state contains no visible petroleum sheen or to the maximum extent practicable.
- (f) Swale Treatment for Transportation Facilities.
 - 1. Requirement. Except as provided in subd. 2., transportation facilities that use swales for runoff conveyance and pollutant removal are exempt from the requirements of local ordinance requirements for peak flow control, total suspended solids control, and infiltration, if the swales are designed to do all of the following or to the maximum extent practicable:
 - a. Swales shall be vegetated. However, where appropriate, non-vegetative measures may be employed to prevent erosion or provide for runoff treatment, such as rock riprap stabilization or check dams.
 - b. Swales shall comply with sections V.F. (Velocity and Depth) and V.G. (Swale Geometry Criteria) with a swale treatment length as long as that specified in section V.C. (Pre-Treatment) of the Wisconsin Department of Natural Resources technical standard 1005 "Vegetated Infiltration Swales", dated May 2007, or a superseding document. Transportation facility swale treatment does not have to comply with other sections of technical standard 1005.
 - 2. Other Requirements.
 - a. Notwithstanding subd. 1., the Department of Public Works may, consistent with water quality standards, require that other requirements, in addition to swale treatment, be met on a transportation facility with an average daily traffic rate greater than 2,500 and where the initial surface water of the state that the runoff directly enters is one of the following:

- i. An outstanding resource water.
- ii. An exceptional resource water.
- iii. Waters listed in section 303(d) of the Federal Clean Water Act that are identified as impaired in whole or in part, due to non-point source impacts.
- iv. Water where targeted performance standards are developed pursuant to Wis. Admin. Code s. NR 151.004.

- b. The transportation facility authority shall contact the Department of Public Works to determine if additional BMPs beyond a water quality swale are needed under this subsection.

7.5. General Considerations for Stormwater Management Measures.
The following considerations shall be observed in on-site and off-site runoff management:

- (a) Natural topography and land cover features such as natural swales, natural depressions, native soil infiltrating capacity, and natural groundwater recharge areas shall be preserved and used, to the extent possible, to meet the requirements of this section.
- (b) Emergency overland flow for all stormwater facilities shall be provided to prevent exceeding the safe capacity of downstream drainage facilities and prevent endangerment of downstream property or public safety.

7.6. BMP Location.

- (a) To comply with the performance standards required under s. 07 of this ordinance, BMPs may be located on-site or off-site as part of a regional stormwater device, practice, or system, but shall be installed in accordance with Wis. Admin. Code s. NR 151.003.
- (b) The Department of Public Works may approve off-site management measures provided that all of the following conditions are met:

1. The Department of Public Works determines that the post-construction runoff is covered by a stormwater management system plan that is approved by the City of Sheboygan and that contains management requirements consistent with the purpose and intent of this ordinance.
 2. The off-site facility meets all of the following conditions:
 - a. The facility is in place.
 - b. The facility is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this ordinance.
 - c. The facility has a legally obligated entity responsible for its long-term operation and maintenance.
- (c) Where a regional treatment option exists such that the Department of Public Works exempts the applicant from all or part of the minimum on-site stormwater management requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the Department of Public Works. In determining the fee for post-construction runoff, the Department of Public Works shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option.
- (d) The BMPs may be located on-site or off-site as part of a regional stormwater device practice or system.
- 7.7. Foundation Drain Sump Pump Line and Building Roof Drain Discharge.
- (a) Foundation drain sump pump lines and building roof drains are prohibited from discharging directly onto any public property, public right-of-way, public street, or public sidewalk if such discharge creates or contributes to a public hazard or public nuisance. No person shall hereafter construct, build, establish, replace, or maintain any foundation drain sump pump line or building roof drain onto a public right-of-way, public street,

public sidewalk, roadside ditch, or other public property maintained by the City of Sheboygan without first obtaining written permission to do so from the Director of Public Works.

Failure to obtain written permission from the Director of Public Works for a foundation drain sump pump line or building roof drain discharge onto a public street, public sidewalk, or other public property shall be deemed a violation of the Post-Construction Stormwater Management Ordinance.

- (b) No foundation drain sump pump line or building roof drain shall convey or discharge stormwater to a point less than six feet from a building foundation or property line if reasonably possible. No detached accessory structure shall convey or discharge roof stormwater drainage to a point less than four feet from an accessory structure, building foundation, or property line if reasonable possible. If it is not possible to discharge such stormwater at least these distances, it shall be discharged as far as reasonably possible away from each foundation, structure or, property line.
- (c) Foundation drain sump pump lines or building roof drains may be routed to discharge underground via "mini" storm sewer into a stormwater inlet or catch basin if written permission is obtained from the Director of Public Works.
- (d) No foundation drain sump pump line or building roof drain shall be connected to a sanitary sewer.

7.8. Additional Requirements. The Department of Public Works may establish stormwater management requirements more stringent than those set forth in this ordinance if the Department of Public Works determines that the requirements are needed to control stormwater quantity or control flooding, comply with federally approved total maximum daily load requirements, or control pollutants associated with existing development or redevelopment.

Sec. 8.0. Permitting Requirements, Procedures, and Fees.

8.1. Permit Required. No responsible party may undertake a land-disturbing construction activity without receiving a post-

construction runoff permit from the Department of Public Works prior to commencing the proposed activity.

8.2. Permit Application and Fees. Unless specifically excluded by this ordinance, any responsible party desiring a permit shall submit to the Department of Public Works a permit application on a form provided by the Department of Public Works for that purpose.

- (a) Unless otherwise excluded by this ordinance, a permit application must be accompanied by a stormwater management plan, a maintenance agreement, and a non-refundable permit administration fee.
- (b) The stormwater management plan shall be prepared to meet the requirements of s. 07 and s. 08, the maintenance agreement shall be prepared to meet the requirements of s. 10, the financial guarantee shall meet the requirements of s. 11, and fees shall be those established by the Common Council as set forth in s. 12.

8.3. Permit Application Review and Approval. The Department of Public Works shall review any permit application that is submitted with a stormwater management plan, maintenance agreement, and the required fee. The following approval procedure shall be used:

- (a) Within 30 business days of the receipt of a complete permit application, including all items as required by sub. 2), the Department of Public Works shall inform the applicant whether the application, stormwater management plan and maintenance agreement are approved or disapproved based on the requirements of this ordinance.
- (b) If the stormwater permit application, stormwater management plan, and maintenance agreement are approved, or if an agreed upon payment of fees in lieu of stormwater management practices is made, the Department of Public Works shall issue the permit.
- (c) If the stormwater permit application, stormwater management plan, or maintenance agreement is disapproved, the Department of Public Works shall detail in writing the reasons for the disapproval.
- (d) The Department of Public Works may request additional information from the applicant. If additional

information is submitted, the Department of Public Works shall have ten business days from the date the additional information is received to inform the applicant that the stormwater management plan and maintenance agreement are either approved or disapproved.

- (e) Failure by the Department of Public Works to inform the permit applicant of a decision within 30 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.

8.4. Permit Requirements. All permits issued under this ordinance shall be subject to the following conditions, and holders of permits issued under this ordinance shall be deemed to have accepted these conditions. The Department of Public Works may suspend or revoke a permit for violation of a permit condition, following written notification of the responsible party. An action by the Department of Public Works to suspend or revoke this permit may be appealed in accordance with s. 14.

- (a) Compliance with this permit does not relieve the responsible party of the responsibility to comply with other applicable federal, state, and local laws and regulations.
- (b) The responsible party shall design and install all structural and non-structural stormwater management measures in accordance with the approved stormwater management plan and this permit.
- (c) The responsible party shall notify the Department of Public Works at least two business days before commencing any work in conjunction with the stormwater management plan, and within two business days upon completion of the stormwater management practices. If required as a special condition under sub. 5), the responsible party shall make additional notification according to a schedule set forth by the Department of Public Works so that practice installations can be inspected during construction.
- (d) Practice installations required as part of this ordinance shall be certified "as built" or "record" drawings by a licensed professional engineer. Completed stormwater management practices must pass a final

inspection by the Department of Public Works or its designee to determine if they are in accordance with the approved stormwater management plan and ordinance. The Department of Public Works or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of this permit.

- (e) The responsible party shall notify the Department of Public Works of any significant modifications it intends to make to an approved stormwater management plan. The Department of Public Works may request that the proposed modifications be submitted to it for approval prior to incorporation into the stormwater management plan and execution by the responsible party.
- (f) The responsible party shall maintain all stormwater management practices in accordance with the stormwater management plan until the practices either become the responsibility of the City, or are transferred to subsequent private owners as specified in the approved maintenance agreement.
- (g) The responsible party authorizes the Department of Public Works to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special assessment or charge against the property as authorized under Wis. Stat. Ch. 66, subch. VII, or to charging such costs against the financial guarantee posted under s. 11.
- (h) If so directed by the Department of Public Works, the responsible party shall repair at the responsible party's own expense all damage to adjoining municipal facilities and drainage ways caused by runoff, where such damage is caused by activities that are not in compliance with the approved stormwater management plan.
- (i) The responsible party shall permit property access to the Department of Public Works or its designee for the purpose of inspecting the property for compliance with the approved stormwater management plan and this permit.
- (j) Where site development or redevelopment involves changes in direction, increases in peak rate, and/or total volume of runoff from a site, the Department of Public

Works may require the responsible party to make appropriate legal arrangements with affected property owners concerning the prevention of endangerment to property or public safety.

- (k) The responsible party is subject to the enforcement actions and penalties detailed in s. 13- if the responsible party fails to comply with the terms of this permit.

8.5. Permit Conditions. Permits issued under this subsection may include conditions established by Department of Public Works in addition to the requirements needed to meet the performance standards in s. 07 or a financial guarantee as provided for in s. 11.

8.6. Permit Duration. Permits issued under this section shall be valid from the date of issuance through the date the Department of Public Works notifies the responsible party that all stormwater management practices have passed the final inspection required under sub. (4)(d).

Sec. 9.0. Stormwater Management Plan.

9.1. Stormwater Management Plan Requirements. The stormwater management plan required under s. 7.2. shall contain at a minimum, the following information.

- (a) Name, address, and telephone number for the following or their designees, landowner, developer, project engineer for practice design and certification, person(s) responsible for installation of stormwater management practices, and person(s) responsible for maintenance of stormwater management practices prior to the transfer, if any, of maintenance responsibility of another party.
- (b) A proper legal description of the property proposed to be developed, referenced to the U.S. Public Land Survey system or to block and lot numbers within a recorded land subdivision plat.
- (c) Pre-development site conditions, including:
 - 1. One or more site maps at a scale of not less than 1-inch equals 100 feet. The site maps shall show the following: site location and legal property description; predominant soil types and hydrologic

soil groups; existing cover type and condition; topographic contours of the site at a scale not to exceed 100 feet; topography and drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; watercourses that may affect or be affected by runoff from the site; flow path and direction for all stormwater conveyance sections; watershed boundaries used in hydrology determinations to show compliance with performance standards; lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site; limits of the 100 year floodplain; location of wells and wellhead protection areas covering the project area and delineated pursuant to Wis. Admin. Code s. NR 811.16.

2. Hydrology and pollutant loading computations as needed to show compliance with performance standards. All major assumptions used in developing input parameters shall be clearly stated. The geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).

(d) Post-development site conditions, including:

1. Explanation of the provisions to preserve and use natural topography and land cover features to minimize changes in peak flow runoff rates and volumes to surface waters and wetlands.
2. Explanation of any restrictions on stormwater management measures in the development area imposed by wellhead protection plans and ordinances.
3. One or more site maps at a scale of not less than 1-inch equals 100 feet showing the following: post-construction pervious areas including vegetative cover type and condition; impervious surfaces including all buildings, structures, and pavement; post-construction drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; locations and dimensions of drainage easements; locations of maintenance easements specified in the maintenance agreement; flow path and direction for

all stormwater conveyance sections; location and type of all stormwater management conveyance and treatment practices to the nearest adequate outlet such as a curbed street, storm drain, or natural drainage way; watershed boundaries used in hydrology and pollutant loading calculations and any changes to lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site.

4. Hydrology and pollutant loading computations as needed to show compliance with performance standards. The computations shall be made for each discharge point in the development, and the geographic areas used in making calculations shall be clearly cross-referenced to the required map(s).
 5. Results of investigations of soils and groundwater required for the placement and design of stormwater management measures. Detailed drawings including cross-sections and profiles of all permanent stormwater conveyance and treatment practices.
 6. A description and installation schedule for the stormwater management practices needed to meet the performance standards in s. 07.
- (e) A description and installation schedule for the stormwater management practices needed to meet the performance standards in s. 07.
 - (f) A maintenance plan developed for the life of each stormwater management practice including the required maintenance activities and maintenance activity schedule.
 - (g) Cost estimates for the construction, operation, and maintenance of each stormwater management practice.
 - (h) Other information requested in writing by the Department of Public Works to determine compliance of the proposed stormwater management measures with the provisions of this ordinance.
 - (i) All site investigations, plans, designs, computations, and drawings shall be certified by a licensed professional engineer to be prepared in accordance with

accepted engineering practice and requirements of this ordinance.

- 9.2. Alternative Requirements. The Department of Public Works may prescribe alternative submittal requirements for applicants seeking an exemption to on-site stormwater management performance standards under s. 7.5.

Sec. 10.0. Maintenance Agreement.

- 10.1. Maintenance Agreement Required. The maintenance agreement required under s. 8.2. for stormwater management practices shall be an agreement between the Department of Public Works and the responsible party to provide for maintenance of stormwater practices beyond the duration period of this permit. The maintenance agreement shall be filed with the County Register of Deeds as a property deed restriction so that it is binding upon all subsequent owners of the land served by the stormwater management practices.

- 10.2. Agreement Provisions. The maintenance agreement shall contain the following information and provisions and be consistent with the maintenance plan required by s. 9.1(f).

- (a) Identification of stormwater facilities and designation of the drainage area served by the facilities.
- (b) A schedule for regular maintenance of each aspect of the stormwater management system consistent with the stormwater management plan required under s. 8.2.
- (c) Identification of the responsible party(s), organization, or city, county, town, or village responsible for long-term maintenance of the stormwater management practices identified in the stormwater management plan required under s. 8.2.
- (d) Requirement that the responsible party(s), organization, or city, county, town, or village shall maintain stormwater management practices in accordance with the schedule included in par. (b).
- (e) Authorization from the Department of Public Works to access the property to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

- (f) A requirement on the Department of Public Works to maintain public records of the results of the site inspections, to inform the responsible party responsible for maintenance of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.
- (g) Agreement that the party designated under par. (c) as responsible for long term maintenance of the stormwater management practices, shall be notified by the Department of Public Works of maintenance problems which require correction. The specified corrective actions shall be undertaken within a reasonable time frame as set by the Department of Public Works.
- (h) Authorization of the Department of Public Works to perform the corrected actions identified in the inspection report if the responsible party designated under par. (c) does not make the required corrections in the specified time period. The Department of Public Works shall enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to Wis. Stat. Ch. 66, subch. VII.

Sec. 11.0. Financial Guarantee.

- 11.1. Establishment of the Guarantee. The Department of Public Works may require the submittal of a financial guarantee, the form and type of which shall be acceptable to the Department of Public Works. The financial guarantee shall be in an amount determined by the Department of Public Works to be the estimated cost of construction and the estimated cost of maintenance of the stormwater management practices during the period which the designated party in the maintenance agreement has maintenance responsibility. The financial guarantee shall give the Department of Public Works the authorization to use the funds to complete the stormwater management practices if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the Department of Public Works that the requirements of this ordinance have not been met.
- 11.2. Conditions for Release. Conditions for the release of the financial guarantee are as follows:

- (a) The Department of Public Works shall release the portion of the financial guarantee established under this section, less any costs incurred by the Department of Public Works to complete installation of practices, upon submission of "as built plans" or "record" drawings by a licensed professional engineer. The Department of Public Works may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.
- (b) The Department of Public Works shall release the portion of the financial guarantee established under this section to assure maintenance of stormwater practices, less any costs incurred by the Department of Public Works, at such time that the responsibility for practice maintenance is passed on to another entity via an approved maintenance agreement.

Sec. 12.0. Fee Schedule. The fees referred to in other sections of this ordinance shall be established by the Common Council and may from time to time be modified by resolution. A schedule of the fees established by the Common Council shall be available for review in the Department of Public Works office.

Sec. 13.0. Enforcement.

- 13.1. Any land-disturbing construction activity or post-construction runoff initiated after the effective date of this ordinance by any person, firm, association, or corporation subject to the ordinance provisions shall be deemed a violation unless conducted in accordance with the requirements of this ordinance.
- 13.2. The Department of Public Works shall notify the responsible party by certified mail of any non-complying land-disturbing construction activity or post-construction runoff. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action that may be taken.
- 13.3. Upon receipt of written notification from the Department of Public Works under 13.2, the responsible party shall correct work that does not comply with the stormwater management plan or other provisions of this permit. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the Department of

Public Works in the notice as necessary to meet the specifications and schedule set forth by the Department of Public Works in the notice.

- 13.4. If the violations to a permit issued pursuant to this ordinance are likely to result in damage to properties, public facilities, or waters of the state, the Department of Public Works may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the Department of Public Works plus interest and legal costs shall be billed to the responsible party.
- 13.5. The Department of Public Works is authorized to post a stop work order on all land-disturbing construction activity that is in violation of this ordinance, or to request the City Attorney to obtain a cease and desist order in any court with jurisdiction.
- 13.6. The Department of Public Works may revoke a permit issued under this ordinance for non-compliance with ordinance provisions.
- 13.7. Any permit revocation, stop work order, or cease and desist order shall remain in effect unless retracted by the Department of Public Works or by a court with jurisdiction.
- 13.8. The Department of Public Works is authorized to refer any violation of this ordinance, or a stop work order or cease and desist order issued pursuant to this ordinance, to the City Attorney for the commencement of further legal proceedings in any court with jurisdiction.
- 13.9. Any person, firm, association, or corporation who does not comply with the provisions of this ordinance shall be subject to a forfeiture of not less than \$50.00 or nor more than \$1,000 per offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense.
- 13.10. Compliance with the provisions of this ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.
- 13.11. When the Department of Public Works determines that the holder of a permit issued pursuant to this ordinance has

failed to follow practices set forth in the stormwater management plan, or has failed to comply with schedules set forth in said stormwater management plan, the Department of Public Works or its designee may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved stormwater management plan. The Department of Public Works shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial security posted pursuant to s. 11 of this ordinance. Where such a security has not been established, or where such a security is insufficient to cover these costs, the costs and expenses shall be entered on the tax roll as a special charge against the property and collected with any other taxes levied thereon for the year in which the work is completed.

Sec. 14.0. Appeals.

14.1. Zoning Board of Appeals. The zoning board of appeals, created pursuant to Sheboygan Municipal Code s. 15.934 and Wis. Stat. s. 61.354(4)(b) shall hear and decide appeals where it is alleged that there is error in any order, decision, or determination made by the Department of Public Works in administering this ordinance. The board shall also use the rules, procedures, duties, and powers authorized by statute in hearing and deciding appeals. Upon appeal, the board may authorize variances from the provisions of this ordinance that are not contrary to the public interest, and where owing to special conditions, a literal enforcement of the ordinance will result in unnecessary hardship.

14.2. Who May Appeal. Appeals to the zoning board of appeals may be taken by any aggrieved person or by an officer, department, board, or bureau of the City of Sheboygan affected by any decision of the Department of Public Works.

Sec. 15.0. Severability. If any section, clause, provision, or portion of this ordinance is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall remain in force and not be affected by such judgment.

Sec. 16.0. Effective Date. This ordinance shall be in force and effect from and after its adoption and publication."

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Purchasing Agent to issue a purchase order for the furnishing and installation of a replacement electronic message board sign with monument base to be installed at Deland Park in Sheboygan.

REPORT PREPARED BY: Bernard R. Rammer, Purchasing Agent

REPORT DATE: April 18, 2023

MEETING DATE: May 9, 2023

FISCAL SUMMARY:

| | |
|---------------------|-----------------------------------|
| Budget Line Item: | 400300-641100 |
| Budget Summary: | Improvements Other Than Buildings |
| Budget Expenditure: | \$42,000.00 |
| Budgeted Revenue: | N/A |

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The current sign at Deland Park was originally purchased and installed to provide not only goodwill messaging on behalf of the City of Sheboygan, but also to warn potential swimmers regarding the presence of rip-tide conditions on Lake Michigan. Due to its age it has become unreliable.

STAFF COMMENTS: The City issued a request for bids for the provision and installation of a new sign featuring a larger, full-color electronic message board sign and a masonry monument style base. Staff has reviewed the two bids received and determined the low bid submitted by Sign Me Up of WI, Sheboygan Falls is in accordance with all of the specifications.

The intent, if approved by Council, is to have the sign installed and operational for the summer swimming season and the boat races scheduled later this summer. The new, full-color display will allow for more effective messaging to citizens and visitors alike.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 172-22-23 to issue a purchase order for the furnishing and installation of a replacement electronic message board sign with monument base to be installed at Deland Park in Sheboygan.

ATTACHMENTS:

- I. Res. No. 172-22-23
- II. 2032-23 Sign Me Up Bid Documents

Res. No. 172 - 22 - 23. By Alderpersons Dekker and Rust. April 17, 2023.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the furnishing and installation of a replacement electronic message board sign with monument base to be installed at Deland Park in Sheboygan.

WHEREAS, the Department of Public Works maintains an electronic message board sign at Deland Park, which has reached its useful life and has become unreliable; and

WHEREAS, staff desires to replace the sign with one offering more functionality rather than repair the existing sign; and

WHEREAS, the City issued a Request for Bids for the provision and installation of a new sign with a larger, full color message board, an illuminated cabinet, and a decorative masonry, monument-style base that will connect to existing electrical service; and

WHEREAS, the City has reviewed the two bids received, has determined that the low bid meets all of the specifications, and that the vendor has the necessary qualifications to complete the project before the summer swimming season and the boat races; and

WHEREAS, the department has available funds that were not all expended on improvement projects from last year's program and desires to use the excess funds on the sign replacement from Account Nos. 400300-641300 (Capital Projects Public Works - Sidewalk/Trail Improvements) and 400300-631200 (Capital Projects Public Works - Building Improvements).

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Sign Me Up of WI, Inc. for the purchase and installation of a lighted electronic message board sign at Deland Park in the amount of \$42,000.00.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to complete a budget amendment for the above purchase as follows:

INCREASE by \$42,000.00 - Fund Equity Applied - Acct. No. 400-493000

INCREASE by \$42,000.00 - Improvements Other Than Buildings -
Acct. No. 400300-641100

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

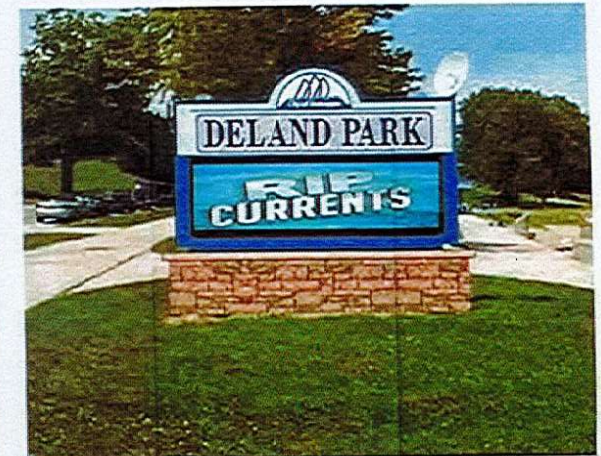
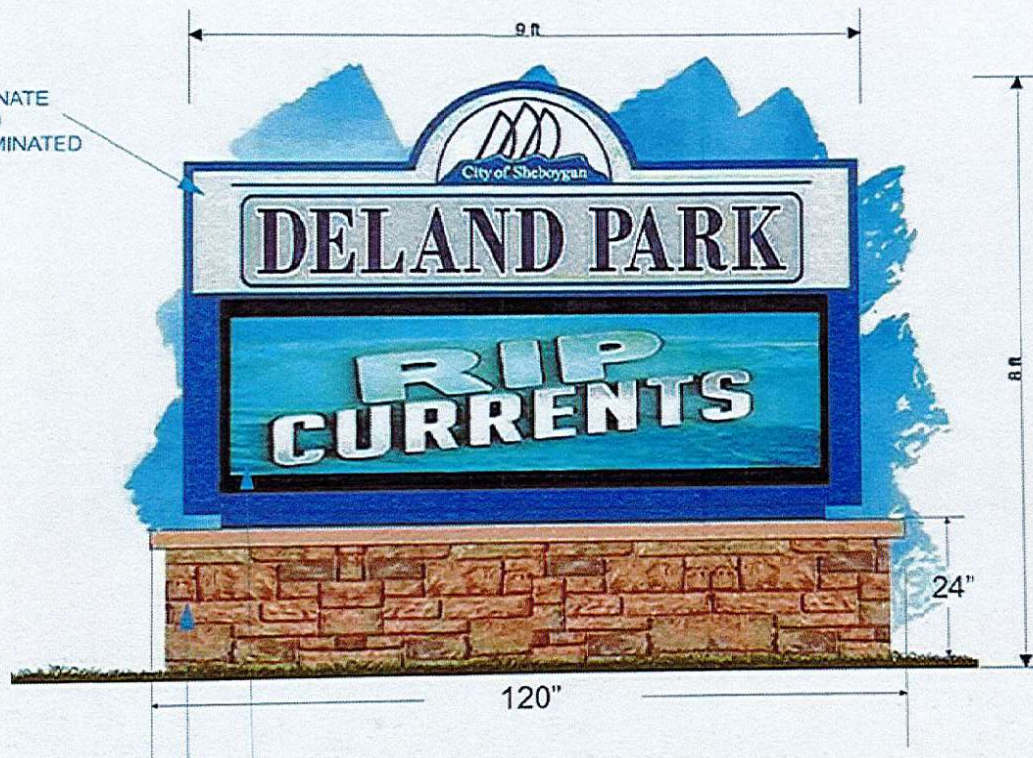
CITY OF SHEBOYGAN

DELAND PARK MONUMENT SIGN

Item 7.

Deland Park - Sheboygan

ALUMINUM CABINET,
ROUTED, POLYCARBONATE
BACK UP, COLORS TBD
LED INTERNALLY ILLUMINATED
ALL GRAPHICS TBD



Daktronics 16MM featuring minimum of 40 pixels x 125 Pixels.
DOUBLE SIDED SIGN: 2 DISPLAYS 2'-7" x 6'-9" size

Cultured stone base to match Boral Cobblefield Chardonnay or approved equal



311 Forest Ave,
Sheboygan Falls
(920) 550-0009

This is an original, unpublished drawing by Sign Me Up. It is for your personal use, in conjunction with a project being planned for you by Sign Me Up. It is not to be shown to anyone outside of your organization nor is it to be used, reproduced, copied or exhibited in any fashion. Use of this design or the salient elements of this design in any sign done by another company, without the expressed written permission of Sign Me Up, is forbidden by law and carries a civil forfeiture of up to 25% of the purchase price of the sign. Sign Me Up will endeavor to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used. All sizes and dimensions are illustrated for clients conception of the project and are not to be understood as being exact size or scale.

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2032-23
DELAND PARK ELECTRONIC SIGN WITH MONUMENT BASE
ADDENDUM # 2 MARCH 9, 2023

This is Addendum # 1 dated March 9, 2023 addresses an answer provided in Addendum # 1 and instead maintains the information provided in the original specification.

Question: Regarding the electronic Message Board would the City accept electronic displays from another manufacturer that are similar in size to what is specified that is manufactured by Daktronics, providing that other features of the message board are similar?

Answer: After further consideration and discussion amongst City Staff the City wishes to limit acceptable manufacturers of the electronic sign board to the Manufacturer and Model named in the **original specification**. The decision to rescind the answer provided in Addendum # 1 issued on March 8th, 2023 is due primarily to maintain manufacturer uniformity across other City-owned Electronic message board signs. The City has a number of Daktronics displays. This action will also assist the City in a side-by side comparison of the bids that are received.

This concludes Addendum # 2 Dated March 9th 2023

Please be sure to acknowledge receipt of this addendum in the appropriate place on the bid submittal form.

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2032-23
DELAND PARK ELECTRONIC SIGN WITH MONUMENT BASE
ADDENDUM # 1 MARCH 8, 2023

This is Addendum # 1 dated March 8, 2023 addressing several questions that have been received

Question: Regarding the electronic Message Board would the City accept electronic displays from another manufacturer that are similar in size to what is specified that is manufactured by Daktronics, providing that other features of the message board are similar?

Answer: Yes, the City would consider other manufacturer sign panels as long as they are nominally similar in size providing other features are similar. Bidders should include information as to the actual size of the cabinet they are proposing as well as the size of the “readable” portion. Also included should be warranty information by the Manufacturer.

Question: Is the Contractor responsible for disconnection and re-connection of the electrical service?

Answer: Yes and No. The City will disconnect power to the existing sign, provide temporary protection for the power source, remove and dispose of the existing sign in its entirety. The Contractor will be responsible to have a licensed Electrician reconnect the sign to electrical power following installation and make provisions to power a wireless internet antenna on the sign.

Question: Is the Contractor Responsible to remove and dispose of the existing sign?

Answer: NO! , The City will remove the existing sign in its entirety and retain or re-use the sign components in another location. Bidders need not include any labor to remove or costs associated with any part of the existing sign.

Question: Is it possible to use the same footings for the new sign or must new footings be excavated?

Answer: The Current sign is post mounted. Once the sign is removed by the City there will be no footings or base that can be re-used.

Question: The specifications call for the erection of barricades or protective devices to be supplied and erected by the Contractor. Is this necessary?

Answer: The area where the sign will be installed is a berm surrounded by sidewalks. During excavation of the footings and foundation, the area needs to be cordoned off to protect the public from harm and this is the responsibility of the Contractor. Plastic snow fencing, barricades or other protective measures are to be installed by the Contractor.

Question: To what level is the area surrounding the new site to be restored following installation of the new sign with monument base?

Answer: The turf area of the berm is to be levelled and raked smooth and devoid of any clay chunks, concrete or mortar slag, rocks, foreign materials etc. The City will handle the restoration of the berm following installation and commissioning of the sign.

Question: We already have a Bidders Proof of Responsibility on File. Must we submit another one a minimum of 5 days prior to the Bid date?

Answer: Bidders Proof of Responsibility is good for one calendar year from the date it was submitted. If you are unsure whether you have a valid proof on file you can contact the Dept. of Public Works at (920) 459-3440.

This concludes Addendum # 1 Dated March 8th 2023

Please be sure to acknowledge receipt of this addendum in the appropriate place on the bid submittal form

SPECIFICATIONS REQUEST FOR BIDS # 2032-23

DELAND PARK SIGN CITY OF SHEBOYGAN



Prepared by:

Bernard Rammer
Purchasing Agent

**City of Sheboygan
INVITATION FOR BIDS # 2032-23**

**DELAND PARK SIGN
WITH MONUMENT BASE**

The City of Sheboygan is soliciting sealed bids for the final design, fabrication and installation of an electronic message board sign with monument base sign to replace a current sign located on Broughton Drive near the intersection with Ontario Avenue in the City of Sheboygan.

The sign will be used for full color messaging as well as to provide warnings to swimmers when rip-tide conditions exist on Lake Michigan. The current sign and base structure will be replaced. The chosen Contractor will be responsible for all facets of the construction including the connection to existing electrical power, provision of software masonry base, erection of the sign and related restoration of the landscape. The Contractor will also be required to provide training in the operation of the sign and related software. The City will provide connectivity with a third-party wireless Internet provider.

Electronic Versions of the documents are available at no charge by contacting Bernard.rammer@sheboyganwi.gov or by calling (920)459-3469

Bid Security, in the form of a Certified Check, cashiers' check or Bid Bond in an amount equal to 5% of the bid amount shall accompany each bid. At the City's option and expense, a performance and payment bond equivalent to 100% of the Bid price shall be provided.

All Bidders shall have on file not less than five days prior to the Bid Due Date an approved Bidders Proof of Responsibility Form. Forms are included with the bid documents.

The awarded Contractor will also be required to possess or obtain a Contractors License. Information regarding Contractors Licensure can be obtained by contacting the Building Inspection Department at (920) 459-4064.

Bidders are advised to familiarize themselves with existing conditions at the job site. A Map of the area including location staking is included with the bid documents.

Emailed bids must be received no later than 1:00 PM local time on **Thursday February 16, 2023 via email to Bernard.rammer@sheboyganwi.gov.**

All bids received shall remain in effect for not less than 60 days beyond the bid due date.

The City of Sheboygan reserves the right to reject any bids received, cancel this solicitation, waive any informality associated with the bid process and award the bid deemed most advantageous to the City of Sheboygan.

By Order of the City

Bernard R. Rammer, Purchasing Agent

INSTRUCTIONS TO BIDDERS

GENERAL

- A. Before submitting a bid, the Bidder shall examine the Contract Documents. The successful Bidder will be required to do all work which is shown on the Drawings, mentioned in the Specifications or reasonably implied as necessary to complete his contract.
- B. The Bidder shall visit and examine the site to acquaint himself with the adjacent areas, means of approach to the site, means of equipment ingress, conditions of actual job site, and facilities for delivering, storing, placing and handling of materials and equipment.
- C. Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the work to be performed.
- D. The Contractor to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to submitting a proposal. The successful Contractor must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility or with any other Contractors.
- E. The Contractor is expected to base his bid price on materials and equipment complying fully with the Contract Drawings and Specifications, and in the event, he names or includes in his bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his contract price.
- F. Contractor must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- G. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Contractor, but also to any of his subcontractors.

INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- H. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.
- I. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.
- J. Neither the Owner nor the Engineer will be responsible for oral instructions.

BID REQUIREMENTS:

- K. Each Contractor shall submit only one Bid
- L. Each Contractor must submit with his Bid, special data, if any, in respect to items of equipment, alternates, or other items which any section of the Contract Document requires to be submitted with each Bid.
- M** **Contractor will be required to submit final design proofs for the sign and masonry**
base **with the bid submittal.**

CONDITIONS IN CONTRACTOR'S BID:

- M. A Contractor shall not stipulate in his Bid any conditions not contained in the Form of Bid contained in the Contract Documents.

BID:

- N. A proposal shall be submitted for the project inclusive of all work required.

TAXES

NOTE: The City is Exempt from Sales Tax.

PERMITS Contractor will be required to obtain the proper permits for the work and include the fees for same in his/her bid. The City of Sheboygan does not waive permit fees for City of Sheboygan projects.

SUBMISSION OF BIDS

- O. Sealed bids must be made on the form provided and will be received by the Owner
- P. Each Proposal shall be firmly sealed in an envelope labeled "Deland Park Sign with Monument Base" and delivered to the office designated in the Invitation to Bid.
- Q. All proposals are to be made out in accordance with the Instructions and on the Bid, Form included in this document.
- R. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.
- S. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.
- T. The list of Subcontractors will not be required to be submitted with the bid, however, the successful Bidder shall submit in writing the names of prospective subcontractors and material suppliers for the Owner's approval prior to their employment.

WITHDRAWAL OF BIDS

- U. Bids may be withdrawn by written request received from Bidder or his agent prior to the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.
- V. No bid may be withdrawn for a period of 60 days after the day set for the opening thereof.

BONDS

- W. All bidders will be required to submit a bid bond for 5 percent of the total amount of the bid. If awarded a contract, the contractor will be required to furnish a performance and payment bond equivalent to 100% of the contract price.**

NOTICE OF ASBESTOS/LEAD MATERIALS

- X. No asbestos is known or anticipated at the site.

RESERVATIONS

- Y. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.

COMMENCEMENT AND COMPLETION

- Z. The successful bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the work within 120 consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued.

AA. The Owner anticipates commencement of work as soon as possible following award of the project.

BB. **POWER OF ATTORNEY**

Attorney's-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

End

BID FORM DELAND PARK SIGN WITH MONUMENT BASE

Bid Due 1:00 PM

Thursday February 23, 2023

Electronic Submission to:

Bernard.rammer@sheboyganwi.gov

We _____

(a joint venture)

(a corporation)

(a partnership)

(an individual)

(Cross out inapplicable)

of _____ Street

City

County

State

ZIP

hereby agree to provide all labor and material required for the construction of the project designated herein, for the prices hereinafter set forth, in strict accordance with the specification Documents.

BASE BID –

Furnish and install a lighted, double faced electronic message board sign with monument base at Deland Park located on Broughton Drive near the Intersection with Ontario Avenue to replace an existing sign. Work to include removal and disposal of the current sign, site preparation, footings, stone base, pre-production sign proofs, manufacturing of sign, permits and final connections to existing electrical power. Also included is restoration of the landscape surrounding the new sign following installation.

For the sum of _____ Dollars

(\$ _____)

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda numbers_____.

COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if awarded the contract, to commence the contract work on or before a date to be specified in a written notice to proceed, and to complete the work within the time stated in the Instructions to Bidders.

(Firm Name)

(Area Code & Telephone Number)

(Fax Number)

Email_____

By_____
(Signature of Bidder)

Title_____

(Seal, if bid is by a Corporation)

Date:_____

End

**IN ORDER TO BE CONSIDERED PLEASE ATTACH
AN ELECTRONIC COPY OF YOUR BID BOND OR
CERTIFIED CHECK TO YOUR SUBMISSION.**

**BIDS RECEIVED WITHOUT BID SECURITY MAY
NOT BE CONSIDERED**

GENERAL REQUIREMENTS

DESCRIPTION OF PROJECT AND DEFINITIONS

Purpose: The purpose of this bid-letting is to identify and contract with a firm that has the experience, knowledge and capability to provide and install a lighted, double faced electronic message board sign with a monument base at the site of the current sign at DeLand Park in the City of Sheboygan on a **turnkey basis**. The chosen Contractor will be responsible for the provision of all work associated with the project.

Specifically, the chosen Contractor will be responsible for;

- Mobilization to Site
- Final design work associated with the sign prior to production including submission of proofs.
- Arranging for the Diggers Hotline location of all underground utilities, public and private.
- Erection of proper barricades or barriers
- Temporary disconnection of electric power from the current sign to allow for its removal from the current sign and reconnection to the new sign.
- Securing the necessary Building Permits from the City of Sheboygan.
- There is adequate power to the base currently.
- Preparation of the sign location with concrete footings and concrete slab.
- Erection of a decorative stone monument base.
- Manufacturing and delivery to the site of a custom- made sign with dual sided message boards.
- All lighting is to be LED
- Sign is to be designed to withstand damage from wind, weather including extreme temperatures and exposure to the Sun including fading.
- Installation of the sign including final connection to electrical power.
- Restoration of all landscape elements disturbed during erection of the sign and the installation of the underground feeder in a manner which returns the landscape to a manner similar to that of pre-construction.

City will be responsible for:

- Provision of assistance to the Electrical Sub-Contractor by City Electrical Department as needed for questions regarding the work to be performed.
- Staking of final location of the sign
- Final choice regarding decorative stone to be use
- The City will work with a third-party vendor to provide wireless internet connectivity to the new sign. Awarded sign Contractor will be required to provide third party wireless internet vendor with a source of 110 Volt ac electrical power.

DIVISION 1 GENERAL CONDITIONS

PROTECTION OF PERSONS

- A. Work shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

APPLICATION OF THIS SECTION OF THE SPECIFICATIONS

- B. The work is subject to the requirements of the Instructions to Bidders
- C. The Contractor is fully responsible for seeing that no work shown is inadvertently left out. The listing in the specifications of any article, material, operation, process or method means that the Contractor shall provide each item listed, of quality noted and subject to qualifications noted, and the Contractor shall perform each operation so prescribed according to the conditions stated, furnishing therefore all necessary labor, materials, equipment, and incidentals required to complete the work.
- D. In the absence of any specific instruction or specification, workmanship of equal quality to that specified elsewhere in these documents, or as approved by the Engineer shall be employed.

INTENT OF CONTRACT DOCUMENTS

- E. The Sections of the Contract Document and the Contract Drawings are complementary and

what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.

- F. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade.
- G. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall govern.

SCOPE OF WORK

- H. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work shown or reasonably inferred on the drawings and/or as described in the specifications on a turnkey basis.

OWNER'S REPRESENTATIVE

- I. All work under this Contract will be regularly viewed by the Owner's Representatives. Owner's Representatives will regularly visit the site of the project and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Engineer. They will refer questions of interpretation of the Documents to the Engineer for decision.
- J. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.
- K. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

SUPERINTENDENCE

- L. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.
- M. Insofar as is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the contract.

LABOR

- N. The Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Contract. The Owner shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this project.

FIRE PROTECTION

- O. The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

LAWS, REGULATIONS, FEES AND PERMITS

- P. The Contractor shall comply with all laws, ordinances, rules and regulations of the local Building Department, Fire Department, Health Department, Department of Water Supply, Gas and Electricity, Department of Highways and all State and Federal agencies having jurisdiction.
- Q. Contractor shall obtain and pay for all permits, fees and inspections required by such agencies.
- R. Contractor shall pay for legitimate costs required by private utility and communication companies.

WATCHMEN AND OTHER SAFEGUARDS

- S. The Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- T. Neither the Owner nor the Engineer shall be responsible for any loss or damage to the project materials, tools, equipment, etc., from any cause whatsoever.

CODES AND STANDARDS

- U. All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations.
- V. In case of difference between building codes, specifications, state laws, local ordinances, industry standards and utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of any such difference. 7
- W. Non-compliance: Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, he shall bear all costs arising in correcting the deficiencies.
- X. Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted

- 1. Industry Standards, Codes and Specifications:
 - a. ANSI - American National Standards Institute
 - b. ASTM - American Society of Testing Materials
 - c. NBS - National Bureau of Standards
 - d. NFPA - National Fire Protection Assoc.
 - e. OSHA - Occupational Safety and Health Act
 - f. UL - Underwriters Laboratories
 - g. MSS - Manufacturers Standardization Society.
 - h. EPA United States Environmental .Protection Agency
 - i. DNR WI Dept. of Natural Resources
 - j. NEC-National Electrical Code
 - k. AASHTO-American Assoc. of State Highway and Transportation Officials

CUTTING AND PATCHING

- Y. The Contractor shall be responsible for all required cutting, etc., and shall make all required repairs thereafter to satisfaction of the Engineer, but in no case shall the Contractor cut into any major structural element, beam or column without the written approval of the Engineer.

INSURANCE AND LIABILITY

- Z. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the

street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.

AA. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.

BB. Workmen's Compensation

1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.

CC. Comprehensive General Liability and Property Damage Insurance

1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:
2. Bodily Injury \$1,000,000 per Person
\$2,000,000 Aggregate
3. Property Damage \$500,000 per Occurrence
\$500,000 Aggregate

DD. Comprehensive Automobile Liability and Property Damage

1. Operation of owned, hired and non-owned motor vehicles:
2. Bodily Injury \$1,000,000 per Person
\$1,000,000 per Occurrence
3. Property Damage \$1,000,000 per Occurrence

EE. If the Contractor is employing Subcontractors or hiring pieces of equipment from another firm/contractor, said Contractor must furnish certificates of insurance for each to the Owner.

LAWS TO BE OBSERVED

FF. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

PUBLIC SAFETY AND CONVENIENCE

GG. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and the least possible inconvenience to the general public and to the employees of the Owner.

USE OF JOB SITE

HH. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workman to limits indicated by the law, ordinances, permit or directions of the Owner

and shall not encumber the premises with his materials.

- II. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.

SCHEDULE OF VALUES

- JJ. The Contractor shall within ten (10) days of receipt of notice to proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

REQUESTS FOR PAYMENT

- KK. The Contractor may submit periodically but not more than once each month a Request for Payment of work done on the site and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until final completion and acceptance of the work and less previous payments.
- LL. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Owner prior to receiving payment on the project.

RELEASE OF LIENS

- MM. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

PATENTS

- NN. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

COOPERATION WITH OWNER

- OO. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

SUBCONTRACTS

- PP. The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.

The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

- QQ. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

ASSIGNMENT OF CONTRACT

- RR. No assignment by the Contractor of any construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized, unless such assignment has

had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve that Contractor of the obligations incurred by him under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

- SS. "It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

OTHER CONTRACTS

- TT. The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

OWNER'S RIGHT TO DO WORK

- UU. If the Contractor neglects to prosecute the work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

TERMINATION BY THE CONTRACTOR

VV. If the Owner fails to make payment through no fault of the Contractor for a period of thirty(30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

TERMINATION BY THE OWNER

- WW. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

CHANGES IN THE WORK

- XX. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.
- YY. The Contract Sum and the Contract Time may be changed only by Change Order.
- ZZ. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.

CORRECTION OF WORK

- AAA. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final payment of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by

Subcontractors as well as to work done by direct employees of the Contractor. The obligations of the Contractor under this paragraph shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

SANITARY CONVENIENCE

BBB. The Contractor shall provide and maintain on the construction work at all times suitable sanitary facilities for use of those employed on this contract without committing any public nuisance. Portable toilets shall be of proper design and fly-tight. All toilet facilities shall be subject to approval of local and state departments of health.

CLEANING UP AND FINAL INSPECTION

CCC. The Contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding, and surplus materials, and shall leave the completed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Owner to be just.

OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

DDD. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:

1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
2. For defective work not remedied.
3. For failure of the contractor to make proper payments to the Subcontractors.
4. Reasonable doubt that this Contract can be completed for the balance then unpaid.
5. Evidence of damage to another Contractor.
6. Liquidated damages due to failure to meet contract completion dates.

The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

EEE. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

CHANGES – PAYMENT the Owner may, upon proper action of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.

FFF. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:

1. By an acceptable lump sum or unit price proposal by the Contractor.
2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.

GGG. No claim for an addition to the contract price will be valid unless authorized as aforesaid.

HHH. In cases where a lump sum proposal is submitted by the Contractor in excess of Five Hundred Dollars (\$500.00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated, the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves

the right to make an award of such work to another Contractor, unless the Contractor on this Contract agrees to do the added work or changed work for the price named by the other Contractor.

- III. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the Owner, or unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and Resident Engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

DEDUCTION FOR UNCORRECTED WORK

- JJJ. If the Owner deems it expedient to accept work damaged or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

FINAL ACCEPTANCE OF THE WORK

- KKK. The Contract shall be deemed as having been finally accepted by the Owner when its governing body, by formal resolution, accepts the work.

CORRECTION OF WORK AFTER FINAL PAYMENT

- LLL. Neither the final payment on this Contract by the Owner nor any provision in these Contract Documents shall relieve the Contractor or Surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law nor of the responsibility of remedying such faulty workmanship and materials.

STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The City shall be the sole and final judge of equivalency.

2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:

- 2.1** Public Works Projects are subject to Wis Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

- 2.2** Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the City of

Sheboygan Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the City from requesting additional information and/or clarification.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the City.

5.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

7.0 PRICING AND DISCOUNT: The City qualifies for governmental discounts. Unit prices shall reflect these discounts.

7.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.

7.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

8.0 RESPONSES TO REMAIN OPEN: Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

9.0 ACCEPTANCE-REJECTION: The City reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the City.

10.0 GUARANTEED DELIVERY: Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

11.0 CONTRACT AND EXECUTION OF CONTRACT: Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the City of Sheboygan Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the City, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.

12.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any

document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the City.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the City reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor 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), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., 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 contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the City.
- 19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the City must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 23.0 OPEN RECORDS:** Both parties understand that the City is bound by the Wisconsin Public Records Law,

and as such, responses and contracts are subject to and conditioned on the provisions of the 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 the 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 contract.

- 24.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 25.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the City, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- 26.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the City and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 27.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261- 7577.
- 28.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

SIGN DETAILS

The following specifications are to be used in the formulation of the bid for the sign being proposed.

- Enclosed aluminum cabinet sty sign.
- Interior illuminated
- Dimensions to be 96" Tall x 96" Wide
- Aluminum exterior to be powder coated, color to be determined.
- Two sign faces to be routed aluminum backed with colored Translucent Polycarbonate.
- All electrical to be UL and NEC approved.
- All lighting to be LED
- All lighting with the exception of electronic message board to be controlled with "dusk to dawn" control equipment.
- Masonry Base to be no less than 24" Tall
- Masonry Base to be approximately 96" Long x 24" depth.
- All bids must include excavation for concrete footings and concrete base pedestal
- Cultured Stone Base to be Boral "Cobblefield" Chardonnay or approved equal.
- Two sided LED Electronic Display to be Outdoor Rated and FULL COLOR.
- Daktronics or approved equal 16MM featuring minimum of 40 pixels x 125 Pixels.
- Cabinet size to be at least 2'-7" tall x 6'-9" wide for the two displays.
- Bid is to include Software designed for remote control of signs using wireless internet connection.
- Bids are to include complete final design services and training for operation of the software.
- City is exempt from Sales Tax.
- Performance and Payment bond to be included in the bid price.

Deland Park - Sheboygan

