



PUBLIC WORKS COMMITTEE AGENDA

December 08, 2025 at 5:00 PM

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

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

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

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

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

To view the meeting:

Microsoft Teams

Meeting ID: 277 193 930 147 0

Passcode: Co96q6J7

OPENING OF MEETING

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**
Public Works Committee Meeting held on November 10, 2025
5. **Public Comment**
Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Gen. Ord. No. 32-25-26 by Alderpersons Dekker and Rust amending Section 60-131 of the Sheboygan Municipal Code regarding permits for boat launching.
7. Gen. Ord. No. 33-25-26 by Alderpersons Dekker and Rust changing the parking restrictions on the west side of North 9th Street from Erie Avenue to Ontario Avenue.
8. Gen. Ord. No. 34-25-26 by Alderpersons Dekker and Rust amending various sections of the Sheboygan Municipal Code so as to allow for specially charging lead service lateral replacement and to allow those

special charge revenues to provide security for the Safe Drinking Water Loan Program Lead Service Lateral Loan Program.

- [9.](#) Res. No. 133-25-26 by Alderpersons Dekker and Rust authorizing the donation of a 2005 UTV Kawasaki Mule to Ellwood H. May Environmental Park Association of Sheboygan County Inc. ("Maywood").
- [10.](#) Res. No. 136-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with David Tenor Corporation for the 2025 Sanitary Sewer Repairs (North 16th Street – Erie Avenue to St. Clair Avenue and Kentucky Avenue – West of South 17th Street).
- [11.](#) Res. No. 137-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Cornerstone Pavers, LLC for the 2025 Street Improvements, Concrete Pavement Repairs (Mead Avenue and Wilson Avenue).
- [12.](#) Res. No. 140-25-26 by Alderpersons Dekker and Rust designating the Director of Public Works as the City's Authorized Representative for the Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant for State Funding Years (SFY) 2026-2030 and directing him to submit a WisDOT Transportation Alternatives Program Grant Application.
- [13.](#) Res. No. 141-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a First Amendment to Memorandum of Understanding with Ellwood H. May Environmental Park Association of Sheboygan County, Inc. relating to certain terms and conditions in the MOU.
- [14.](#) Res. No. 143-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a Vendor Permit Agreement with Tributary Beer Garden, LLC regarding the operation of a beer garden concession in Kiwanis Park.
- [15.](#) Res. No. 144-25-26 by Alderpersons Dekker and Rust authorizing City officials to enter into a contract with Donohue & Associates, Inc. for engineering services related to the replacement of a wastewater treatment plant (WWTP) aeration blower.
- [16.](#) Res. No. 145-25-26 by Alderpersons Dekker and Rust authorizing City officials to enter into a contract with Strand Associates for engineering services related to studying major factors to be considered should a wastewater treatment plant (WWTP) expansion be required in the future.

TENTATIVE DATE OF NEXT REGULAR MEETING

17. Next Regular Meeting Date: December 22, 2025

ADJOURN MEETING

18. Motion to adjourn

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

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

CITY OF SHEBOYGAN**PUBLIC WORKS COMMITTEE MINUTES****Monday, November 10, 2025**

OPENING OF MEETING**1. Call to Order**

The meeting was called to order at 4:30 PM

2. Roll Call

Aldersperson present: Chair Dekker, Vice Chair Rust, Belanger, Menzer - 4

Aldersperson excused: Boorse – 1

3. Pledge of Allegiance**4. Approval of Minutes**

Public Works Committee Meeting held on October 27, 2025

MOTION TO APPROVE MINUTES FROM OCTOBER 27, 2025

Motion made by Belanger, Seconded by Rust.

Voting Yea: Dekker, Rust, Belanger, Menzer - 4

5. Public Comment

No one spoke.

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Gen. Ord. No. 29-25-26 by Alderspersons Dekker and Rust amending Sections 54-397; 54-398; and 54-399 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

Motion made by Belanger, Seconded by Rust.

Voting Yea: Dekker, Rust, Belanger, Menzer - 4

7. Res. No. 122-25-26 by Alderspersons Dekker and Rust vacating a 1034.86 square foot portion of right-of-way on the south side of North Franklin Street adjacent to Parcel No. 5928111200 located in part of Lots 15, 16, and 17, Block 313 of Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Belanger, Seconded by Rust.

Voting Yea: Dekker, Rust, Belanger, Menzer - 4

8. Res. No. 124-25-26 by Alderspersons Dekker and Rust authorizing the appropriate City officials to take such steps as are necessary to release a utility easement at Parcel No. 59281007701 to support site redevelopment.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Belanger, Seconded by Menzer.

Voting Yea: Dekker, Rust, Belanger, Menzer - 4

9. Res. No. 125-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a Lease Agreement with Sheboygan County Conservation Association regarding the operation of a pheasant farm on Maywood Park land.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Belanger, Seconded by Menzer.

Voting Yea: Dekker, Rust, Belanger, Menzer - 4

10. Res. No. 127-25-26 by Alderpersons Dekker and Rust authorizing the purchase of eleven (11) trucks from Enterprise Fleet Management and the signing of all required documents associated with the purchase.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Rust, Seconded by Belanger.

Voting Yea: Dekker, Rust, Belanger, Menzer - 4

TENTATIVE DATE OF NEXT REGULAR MEETING

11. Next Regular Meeting Date: November 24, 2025

ADJOURN MEETING

12. Motion to adjourn

MOTION TO ADJOURN AT 4:45 PM

Motion made by Belanger, Seconded by Menzer.

Voting Yea: Dekker, Rust, Belanger, Menzer - 4

**CITY OF SHEBOYGAN
ORDINANCE 32-25-26**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 24, 2025.

AN ORDINANCE amending Section 60-131 of the Sheboygan Municipal Code regarding permits for boat launching.

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

SECTION 1: **AMENDMENT** “Sec 60-131 Docking And Launching” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 60-131 Docking And Launching

- (a) No person shall launch a boat or other watercraft or otherwise utilize any of the designated municipal boat launch sites, nor shall any person park a boat trailer or other vehicle in the parking stalls near the boat launch sites designated for vehicles with boat trailers only, without having done the following:
 - (1) Obtained the appropriate permit or sticker;
 - (2) Paid the established fee;
 - (3) Followed the procedures set forth on the application for the permit or sticker, including, but not limited to, properly affixing the permit or sticker to the ~~windshield or dash of the vehicle~~ boat trailer in a visible location.
- (b) Any vehicle parked in the parking stalls near the boat launch sites designated for vehicles with boat trailers only shall have a valid permit or sticker valid for each and every day it is so parked. Permits or stickers are valid for 24 hours from time of purchase.
- (c) No person shall launch a boat or other watercraft or otherwise utilize the designated municipal boat launch site at Deland Park, nor shall any person park a boat trailer or other vehicle in the parking stalls near the boat launch site at Deland Park that are designated for vehicles with boat trailers only at any time when such parking stalls are reserved by the city for a special event as evidenced by signage posted at the parking area entrance(s). This subsection does not apply to the 8th Street Launch (at the intersection of South 8th Street and Riverfront Drive.)
- (d) No person shall dock a boat or other watercraft or otherwise use the docking sites at the Harbor Centre Marina or in the Sheboygan River without a permit issued for such purpose by the department of public works. This requirement shall not apply to transient vessels moored for less than 12 hours due to inclement weather or upon

written permission granted by the Harbormaster.

- (e) No person shall dock a boat or other watercraft or launch same from any location on the public beach without written permission of the director of engineering and public works during activities authorized by the common council.

(Code 1997, § 134-181; Ord. No. 85-97-98, § 1, 11-3-1997; Ord. No. 88-98-99, § 1, 10-5-1998)

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 33-25-26**

BY ALDERPERSONS DEKKER AND RUST.

DECEMBER 8, 2025.

AN ORDINANCE changing the parking restrictions on the west side of North 9th Street from Erie Avenue to Ontario Avenue.

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

SECTION 1: **AMENDMENT** Pursuant to Section 52-108 of the Sheboygan Municipal Code entitled “Prohibitions And Restrictions Authorized,” the “No Parking 2 a.m. to 6 a.m.” restrictions on the west side of North 9th Street from Erie Avenue to Ontario Avenue shall be lifted to permit parking.

SECTION 2: **AMENDMENT** Pursuant to Section 52-108 of the Sheboygan Municipal Code entitled “Prohibitions And Restrictions Authorized,” the “No Parking 7 a.m. to 5 p.m. Wednesdays and Thursdays” restrictions on the west side of North 9th Street from Erie Avenue to Ontario Avenue shall be lifted to permit parking.

SECTION 3: **AMENDMENT** Pursuant to Section 52-108 of the Sheboygan Municipal Code entitled “Prohibitions And Restrictions Authorized,” the west side of North 9th Street from the south curb line of Erie Avenue to 60 feet south is hereby added to the list of locations where parking is not permitted.

SECTION 4: **AUTHORIZATION TO REMOVE AND INSTALL SIGNAGE**
The Department of Public Works and/or the Police Department are hereby authorized and directed to install and remove all signs necessary to give notification of the aforementioned amended parking restrictions.

SECTION 5: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
ORDINANCE 34-25-26**

BY ALDERPERSONS DEKKER AND RUST.

DECEMBER 8, 2025.

AN ORDINANCE amending various sections of the Sheboygan Municipal Code so as to allow for specially charging lead service lateral replacement and to allow those special charge revenues to provide security for the Safe Drinking Water Loan Program Lead Service Lateral Loan Program.

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

SECTION 1: AMENDMENT “Sec 54-178 Lead and galvanized service line replacement requirement” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 54-178 Lead And Galvanized Service Line Replacement Requirement

- (a) All existing lead and galvanized service lines connected to the water distribution system, when replaced, shall be replaced with water service lines constructed of materials as authorized in this section. Repairs or reconnections shall not be allowed, except in case of emergency and only by water utility staff and for a duration of ten days.
- (b) Prior to ~~replacement of lead~~ the reconnection of water service lines, such as on water main replacement projects, the utility shall inspect all affected service lines for the presence of lead or galvanized steel.
- (c) On all water main replacement projects, service line projects, or other projects that would directly affect lead or galvanized water service lines, all lead and galvanized service lines shall be replaced, and not reconnected, in their entirety. ~~This generally excludes street restoration that does not involve excavation of, or near, the water service lines.~~
- (d) When any lead or galvanized service lines ~~within the street or municipal right-of-way is repaired or replaced under orders from the state~~ is required to be replaced pursuant to regulations from the Wisconsin department of natural resources or the United States Environmental Protection Agency, the ~~abutting~~ property owner receiving water service from the lead or galvanized service line shall replace ~~any private water service~~ the customer-side service line in its entirety with a material that complies ~~in order to become compliant~~ with Wis. Admin. Code § SPS 382.22(2)(b), or other applicable statutes, ordinances, rules, or regulations of the city or of the state.
- (e) A property owner shall have ~~18 months~~ ninety days from the date of notification from the city to conform to the state plumbing code or other applicable statutes, ordinances, rules, or regulations of the city or of the state. If a property owner fails to replace a

customer-side service line as required by this article, the water utility may, in accordance with its water utility tariffs, discontinue water service to such property until the customer-side service line is replaced.”

SECTION 2: **AMENDMENT** “Sec 54-179 Financial assistance for lead and galvanized service line replacements” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 54-179 Financial Assistance For Lead And Galvanized Service Line Replacements

- (a) The city authorizes its board of water commissioners, acting through the water utility, to implement and maintain a financial assistance program for the replacement of lead and galvanized service lines in accordance with the requirements of the state public service commission.
- (b) If the board of water commissioners implements an approved financial assistance program, the utility may provide eligible property owners with a grant for up to 50 percent of the property owner's cost of the service line replacement, but not to exceed a maximum grant amount established by the board of water commissioners, which shall periodically review and adjust the maximum grant amount. All work must be done by a utility-approved plumbing contractor.
- (c) The remainder of the property owner's lead service line replacement cost after the grant provided in subsection (b) of this section shall either be paid for directly by the property owner or by a ~~zero percent~~ low interest loan of up to six years provided by the water utility. A property owner shall repay the loan in equal ~~monthly or quarterly~~ yearly installments. Loan repayments shall be included on the ~~water utility's monthly or quarterly utility bills, or bill prepared separately by water utility. Loan repayments that are past due may be placed on the property tax roll, as provided in Wis. Stats. § 66.0809.~~ property's property tax bill as provided in Wis. Stat. § 66.0627(8)(am). Neither the water utility nor the city may forgive any LSL loan amount. Upon the sale of the property, the loan amount shall be paid in full prior to or on the sale date.
- (d) A property owner is eligible for financial assistance for the purpose of replacing the customer-side service line if the property owner satisfies all of the following criteria:
 - 1. The property owner alone, or collectively with others, owns the entire fee simple title to the property served by the customer-side service line.
 - 2. The property owner replaces the entire LSL, leaving no remnant of lead or galvanized material.
 - 3. The property owner agrees to have the replacement work done by a pre-qualified plumbing contractor in compliance with this section.
- (e) ~~Written applications~~ A property owner applying for financial assistance shall ~~include the following:~~ comply with the application process established by the utility.
 - ~~1.~~ A completed application on a form furnished by the water utility signed by the eligible property owner must be submitted to the utility. The completed application form shall include a certification by the property owner that attests

that all requirements for financial assistance ~~eligibility criteria listed in subsection (d)~~ of this section are or will be met.

~~2. Copies of written quotes from at least two pre-qualified plumbing contractors for the replacement of the property owner's customer-side service line. A pre-qualified plumbing contractor is one that has completed and submitted proper forms and been placed on the water utility's pre-qualified plumbing contractor list.~~

~~(f) A property owner will be eligible for financial assistance based only on the lowest bid amount included in the written quotes received from pre-qualified plumbing contractors under subsection (e)(2) of this section unless except in extraordinary circumstances and with the approval of the utility superintendent, in the superintendent's sole discretion. Except as provided herein, financial assistance amounts will strictly be determined pursuant to base bid pricing and will not include change orders. In extraordinary circumstances the utility superintendent may, in the superintendent's sole discretion, with approval of the property owner, approve a contractor requested change order for inclusion in the financial assistance portion of the work.~~

(g) ~~(f)~~ After a complete application is received, and prior to the commencement of any replacement work, the water utility shall determine if the property owner is eligible for financial assistance and shall determine the amount of financial assistance available as a grant and the amount of financial assistance available as a loan. Such determination shall be provided in writing to the applying property owner.

~~(h) (g)~~ A loan provided from the utility to a property owner must be documented in a signed loan agreement which at a minimum:

1. Sets for the total loan amount, the annual interest rate on the loan, the loan term, the frequency and amount of each loan installment, and any applicable administrative fee.
2. Informs the property owner that the loan amount shall be considered a special charge and loan installments shall be levied onto the property tax bill of the subject property as a special charge and be a lien against the subject property pursuant to Wis. Stat. § 66.0627, as amended.

(i) (h) Customer-side service line replacement work must be accomplished in a workmanlike manner and be coordinated with any other utility work.

(i) Upon completion of the customer-side service line replacement, the property owner shall provide the water utility with a copy of the invoice from the plumbing contractor. Upon proof of completion satisfactory to the property owner and the water utility, the water utility shall directly pay the plumbing contractor the amount of money approved by the water utility for financial assistance for replacement of the customer-side service line. The water utility shall provide the property owner with documentation of such payment.

- (j) The total amount of money provided by the water utility as financial assistance in the form of a grant and loan may not exceed the property owner's actual cost of replacement of the customer-side service line.
- (k) Disputes regarding eligibility for financial assistance may be appealed to the city board of water commissioners.
- (l) If a property owner fails to replace a customer-side service line as required by this division, the water utility may, in accordance with its water utility tariffs, discontinue water service to such property until the customer-side service line is replaced.
- (m) The property owner shall, as a condition of participating in the program described in this section, execute a temporary right of entry and construction easement authorizing the utility or its contractors' access to the dwelling as needed.
- ~~(n) Financial assistance granted to eligible property owners shall be in accordance with the following:~~
 - ~~1. Properties with licensed/certified childcare facilities or schools.~~
 - ~~2. Properties where the utility is replacing a public water main on a planned or emergency basis, or where other street construction will significantly impact lead service lines, resulting in health concerns.~~
 - ~~3. Properties with a leaking or failed lead service line.~~
 - ~~4. Properties where the utility determines that replacing a lead service line is in the best interest of health or safety.~~
 - ~~5. All remaining properties with lead service lines.~~

(n) The utility's provision of a loan for the replacement of a customer-side service line shall be considered a special charge and lien on the subject property. Each year loan installments shall be levied onto the property tax bills of the properties subject to the loans as a special charge pursuant to Wis. Stat. S. 66.0627.

(o) Loan installments and special charges collected for customer-side service line replacement loan repayments shall be placed in a segregated fund and disbursed in accordance with the requirements of the City's and the utility's funding sources.

(p) For purposes of sub. (b), a property owner's cost of a service line replacement means the total cost of the service line replacement less any grants received for that replacement from a source other than the utility."

SECTION 3: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: **EFFECTIVE DATE** This ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



AGENDA ITEM MEMORANDUM

DATE: 11/24/2025

TO: Public Works Committee

FROM: Joe Kerlin, Parks Manager

SUBJECT: Resolution No.133-25-26 – A Resolution authorizing the donation of a 2005 UTV Kawasaki Mule to Ellwood H. May Environmental Park Association of Sheboygan County Inc. ("Maywood").

ISSUE

Should the Public Works Committee recommend authorizing the appropriate City officials to donate a 2005 UTV Kawasaki Mule to Maywood.

STAFF RECOMMENDATION

Staff recommends approval of the donation of the Mule.

BACKGROUND/DISCUSSION

Historically, the Department of Public Works has provided a City owned UTV to Maywood to use, along with maintenance and fuel, to support their programs and park operations. The department no longer believes it is in the City's best interest to provide this service, especially since the UTV is used by non-City employees. The department also recognizes the UTV is important to the operation of the park and would like to ease the initial financial burden of Maywood having to purchase a UTV. The donation will allow Maywood to budget for a new one in the future.

FUNDING IMPACT

Although the City is losing on the sale of the UTV, it will be savings over time by not having to replace the UTV, cost of maintenance and the fuel.

IF APPROVED, NEXT STEPS:

The UTV will be donated to Maywood and taken off the City's insurance.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 133-25-26**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 24, 2025.

A RESOLUTION authorizing the donation of a 2005 UTV Kawasaki Mule to Ellwood H. May Environmental Park Association of Sheboygan County Inc. ("Maywood").

WHEREAS, the Department of Public Works has historically provided a UTV, along with necessary maintenance and fuel, to Maywood to support park operations; and

WHEREAS, the Department of Public Works wishes to donate the City's 2005 UTV Kawasaki Mule, that would otherwise be going to auction, to Maywood to support park operations; and

WHEREAS, by accepting this donation, Maywood will assume responsibility for maintenance and fueling.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Department of Public Works to donate the 2005 UTV Kawasaki Mule to Maywood.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



AGENDA ITEM MEMORANDUM

DATE: 12/3/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 136-25-26 – A Resolution authorizing the appropriate City officials to enter into a contract with David Tenor Corporation for the 2025 Sanitary Sewer Repairs (North 16th Street – Erie Avenue to St. Clair Avenue and Kentucky Avenue – West of South 17th Street).

ISSUE

Should the Public Works Committee recommend signing an agreement with David Tenor Corporation for the sanitary sewer repairs?

STAFF RECOMMENDATION

Staff recommends approval of the contract.

BACKGROUND/DISCUSSION

This resolution seeks approval of a construction agreement with David Tenor Corporation to complete essential sanitary sewer repairs. During routine inspections, Department of Public Works (DPW) personnel identified multiple locations as requiring remedial work.

The scope of this project includes the replacement of two sanitary sewer manholes, specifically:

- Mid-Block on North 16th Street between Erie Avenue and St. Claire Avenue – originally constructed in 1922
- Intersection of North 16th Street and St. Claire Avenue – originally constructed in 1910.

Furthermore, the project will include repairing a compromised sanitary sewer pipe on Kentucky Avenue, west of South 17th Street. This pipe is a 10-inch clay sewer, constructed in 1906.

Eight Bids were received for the project:

Contractor	Bid Amount
David Tenor Corporation	\$91,610.00
Vinton Construction Company	\$94,578.00
DeGroot, Inc.	\$103,414.87
Alfson Excavating, LLC	\$112,000.01
Advance Construction, Inc.	\$128,132.01
Buteyn-Peterson Construction Company	\$129,575.01
Korff Plumbing, LLC	\$142,276.00
Willkomm Excavating	\$226,182.00

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

David Tenor Corporation is the lowest bidder. They have provided all the documentation required as part of their bid and they had an Approved Bidder's Proof of Responsibility on file per City Ordinance. Cooperation between the Construction staff and the City staff has been excellent on past projects.

FUNDING IMPACT

Funds will be drawn from the following accounts:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
630310-659200	Wastewater – PW Distribution – Equipment Replacement	\$91,610.00

IF APPROVED, NEXT STEPS:

The Contractor will be sent a notice of award, and contracts will be executed.

**CITY OF SHEBOYGAN
RESOLUTION 136-25-26**

BY ALDERPERSONS DEKKER AND RUST.

DECEMBER 8, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with David Tenor Corporation for the 2025 Sanitary Sewer Repairs (North 16th Street – Erie Avenue to St. Clair Avenue and Kentucky Avenue – West of South 17th Street).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2025 Sanitary Sewer Repairs (North 16th Street – Erie Avenue to St. Clair Avenue and Kentucky Avenue – West of South 17th Street) (the “Project”); and

WHEREAS, the lowest bid of the eight (8) received was from David Tenor Corporation for \$91,610.00; and

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

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

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 630310-659200 (Wastewater – PW Distribution – Equipment Replacement), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-18	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
David Tenor Corporation ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT


- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***2025 Sanitary Sewer Repairs, (North 16th Street – Erie Avenue to St. Clair Avenue), (Kentucky Avenue – West of South 17th Street).***

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1: Kentucky Avenue repairs must be completed in 19 consecutive calendar days.
 2. Milestone 2: North 18th Street repairs must be completed in 19 consecutive calendar days.
- 4.03 *Milestones*
- A. All work shall be completed prior to September 1, 2026.
- 4.04 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-18	Page:	2 of 7

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-18	Page:	3 of 7

- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).


- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Interest*

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-18	Page:	4 of 7

ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 5. Federal Labor Provisions (HUD 4010), Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference).
 6. Addenda (not attached but incorporated by reference)
 - a. None.
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 Page.
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*


- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-18	Page:	5 of 7

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

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-18	Page:	6 of 7

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

(Continued on next page)

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-18	Page:	7 of 7

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

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

OWNER:

(Signatures authorized pursuant to Res. ____-25-26)

City of Sheboygan

By:

(signature)

Name, Title:

Ryan Sorenson, Mayor

Date:

Attest:

By:

(signature)

Name, Title:

Meredith DeBruin, City Clerk

Date:

Address for giving notices:

City of Sheboygan – Engineering Division

2026 New Jersey Avenue

Sheboygan, WI 53081

Approved by:

(signature)

Name, Title: Evan Grossen, Deputy Finance
Director/Comptroller

Date:

Approved as to form and Execution by:

(signature)

Name, Title: City Attorney

Date:

CONTRACTOR:

David Tenor Corporation

By:

(signature)

Name, Title:

_____ (printed)

Date:

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

2025 Sanitary Sewer Repairs (#9949108)

Owner: City of Sheboygan

Solicitor: Sheboygan WI, City of

12/01/2025 10:00 AM CST

Contractor: David Tenor Corporation

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	COS	Mobilization	LS	1	\$13,500.00	\$13,500.00
	2	COS	Traffic Control	LS	1	\$3,000.00	\$3,000.00
	3	COS	Construction Staking	LS	1	\$1,750.00	\$1,750.00
	4	COS	Removing Pavement	SY	25	\$12.00	\$300.00
	5	COS	Removing Sanitary Manholes	Each	2	\$900.00	\$1,800.00
	6	COS	Sanitary Manhole 4-ft Diameter	Each	2	\$15,750.00	\$31,500.00
	7	COS	Sanitary Manhole Castings	Each	2	\$600.00	\$1,200.00
	8	COS	Concrete Pavement, 8-Inch	SY	17	\$150.00	\$2,550.00
	9	COS	Sawing Concrete	LF	60	\$6.00	\$360.00
	10	COS	Kentucky Avenue Sanitary Sewer and Lateral Repair	LS	1	\$33,650.00	\$33,650.00
	11	COS	Allowance - Video Conversion	LS	1	\$2,000.00	\$2,000.00
Base Bid Total:						\$91,610.00	

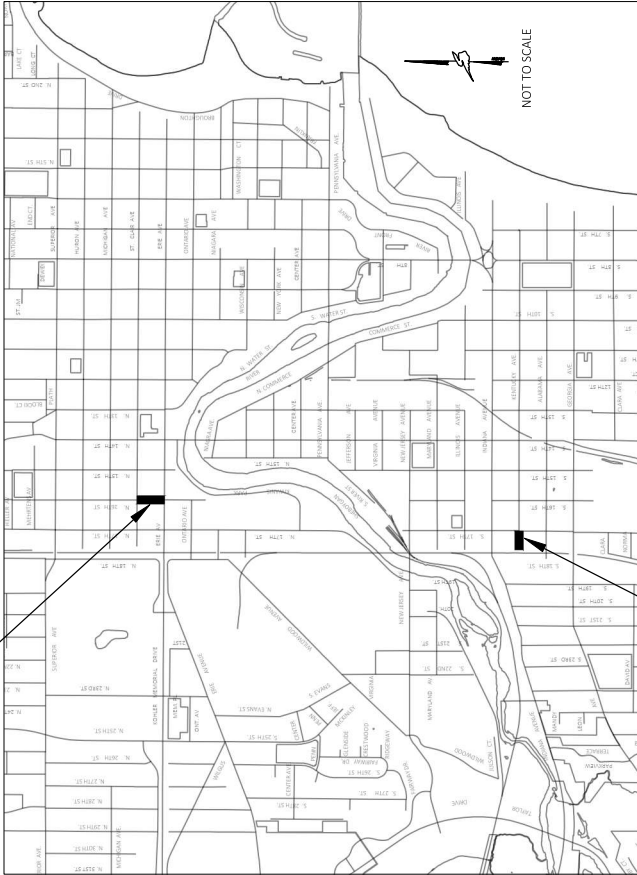
BID NUMBER: C25-18

CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS



2025 SANITARY SEWER REPAIRS (NORTH 16TH STREET - ERIE AVENUE TO ST. CLAIR AVENUE) (KENTUCKY AVENUE - WEST OF SOUTH 17TH STREET) NOVEMBER 2025

PROJECT LOCATION
NORTH 16TH STREET
SANITARY MANHOLE REPLACEMENTS



PROJECT LOCATION
KENTUCKY AVENUE
SANITARY SEWER REPAIR


INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 PO	PROJECT OVERVIEW
4-6	040 D 1-3	CONSTRUCTION DETAILS
7	200 SS-1	NORTH 16TH STREET SANITARY MANHOLE REPLACEMENTS
8	200 SS-2	KENTUCKY AVENUE SANITARY SEWER REPAIR

2025 SANITARY SEWER REPAIRS
(NORTH 16TH STREET - ERIE AVENUE TO ST. CLAIR AVENUE)
(KENTUCKY AVENUE - WEST OF SOUTH 17TH STREET)
TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2025 New Jersey Avenue
Sheboygan, WI 53081
Kevin Jump, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KJJ
Plot Date	11/6/2025
Plot No.	C25-18
Project Date	NOVEMBER 2025
Sheet No.	
Drawing No.	


Item 10.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C25-18	Page:	1 of 2

2025 Sanitary Sewer Repairs
(North 16th Street – Erie Avenue to St. Clair Avenue)
(Kentucky Avenue – West of South 17th Street)

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	1
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	14
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C25-18	Page:	2 of 2

SECTION	TITLE	Pages
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
33 00 00	UTILITIES	
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	7
33 05 61	Concrete Manholes, Catch Basins and Inlets	7



AGENDA ITEM MEMORANDUM

DATE: 12/3/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 137-25-26 – A Resolution authorizing the appropriate City officials to enter into a contract with Cornerstone Pavers, LLC for the 2025 Street Improvements, Concrete Pavement Repairs (Mead Avenue and Wilson Avenue).

ISSUE

Should the Public Works Committee recommend signing an agreement with Cornerstone Pavers, LLC for Concrete Pavement Repairs?

STAFF RECOMMENDATION

Staff recommends approval of the contract.

BACKGROUND/DISCUSSION

This resolution seeks the approval of a construction contract with Cornerstone Pavers, LLC for the completion of concrete pavement repairs. Funding for these repairs was included in the 2025-2029 Capital Improvement Plan.

This project proposes repairing and replacing damaged and failing concrete pavement on two roadway segments:

- Mead Avenue between South 10th Street and South 12th Street.
- Wilson Avenue between South Business Drive and South 21st Street.

Construction is expected to be completed in two phases:

- Mead Avenue: Late Spring 2026 start with construction complete in June 2026
- Wilson Avenue: Start no earlier than June 8, 2026, and complete by August 7, 2026

Six Bids were received for the project:

<u>Contractor</u>	<u>Bid Amount</u>
Cornerstone Pavers, LLC	\$675,369.43
Buteyn-Peterson Construction Company	\$688,446.46
Mammoth Construction	\$696,476.75
Vinton Construction Company	\$726,249.00
LaLonde Contractors, Inc.	\$755,907.23
Zignego Company, Inc.	\$944,687.50

Cornerstone Pavers, LLC is the lowest bidder. They have provided all the documentation required as part of their bid and they had an Approved Bidder's Proof of Responsibility on file per City Ordinance. Cooperation between Contractor staff and City staff has been excellent on past projects.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

FUNDING IMPACT

Funds will be drawn from the following accounts:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
400300-641200	Capital Projects Fund – Public Works - Street Improvements	\$675,369.43

IF APPROVED, NEXT STEPS:

The Contractor will be sent a notice of award, and contracts will be executed.

**CITY OF SHEBOYGAN
RESOLUTION 137-25-26**

BY ALDERPERSONS DEKKER AND RUST.

DECEMBER 8, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Cornerstone Pavers, LLC for the 2025 Street Improvements, Concrete Pavement Repairs (Mead Avenue and Wilson Avenue).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2025 Street Improvements, Concrete Pavement Repairs (Mead Avenue and Wilson Avenue) (the “Project”); and

WHEREAS, the lowest bid of the six (6) received was from Cornerstone Pavers, LLC for \$675,369.43; and

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

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

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 400300-641200 (Capital Projects Fund – Public Works – Street Improvements), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-17	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Cornerstone Pavers, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT


- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***2025 Street Improvements, Concrete Pavement Repairs (Mead Avenue and Wilson Avenue).***

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1: Mead Avenue shall be completed prior to June 1, 2026.
 2. Milestone 2: Wilson Avenue shall be completed prior to August 7, 2026.
- 4.03 *Milestones*
- A. N/A.
- 4.04 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-17	Page:	2 of 7

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-17	Page:	3 of 7

- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).


- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Interest*


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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-17	Page:	4 of 7

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*


- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 5. Federal Labor Provisions (HUD 4010), Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference).
 6. Addenda (not attached but incorporated by reference)
 - a. Number {Number} dated {Date}.
 - b. Number {Number} dated {Date}.
 - c. Number {Number} dated {Date}.
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of {Total Pages}.
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-17	Page:	5 of 7

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

8.01 *Contractor's Representations*

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-17	Page:	6 of 7


8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

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

(Continued on next page)

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-17	Page:	7 of 7

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

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

OWNER:
(Signatures authorized pursuant to Res. ____-25-26)

City of Sheboygan

By:

(signature)

Name, Title:

Ryan Sorenson, Mayor

Date:

Attest:

By:

(signature)

Name, Title:

Meredith DeBruin, City Clerk

Date:

Address for giving notices:

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

Approved by:

(signature)

Name, Title: Evan Grossen, Deputy Finance
Director/Comptroller

Date:

Approved as to form and Execution by:

(signature)

Name, Title: City Attorney

Date:

CONTRACTOR:

Cornerstone Pavers, LLC

By:

(signature)

Name, Title:

_____ (printed)

Date:

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

Mead Avenue and Wilson Avenue (#9937805 - Cornerstone Pavers, LLC)
Owner: City of Sheboygan Department of Public Works, Engineering Dept
Solicitor: Sheboygan WI, City of
11/18/2025 10:00 AM CST

Item 11.

Line Item	Item Code	Item Description	Unit	Quantity	Unit Price	Total
1	BASE	Mobilization	LS	1	\$32,340.00	\$32,340.00
2	BASE	Traffic Control	LS	1	\$3,890.00	\$3,890.00
3	BASE	Construction Staking	LS	1	\$3,000.00	\$3,000.00
4	BASE	Removing Pavement	SY	1885	\$10.00	\$18,850.00
5	BASE	Removing Sidewalk	SY	495	\$9.00	\$4,455.00
6	BASE	Removing Inlets	Each	3	\$600.00	\$1,800.00
7	BASE	Excavation Common (Mead Avenue)	CY	250	\$32.00	\$8,000.00
8	BASE	Abandoning Inlet Leads	LF	83	\$22.00	\$1,826.00
9	BASE	Base Aggregate Dense, 3/4-Inch	Tons	125	\$25.00	\$3,125.00
10	BASE	Base Aggregate Dense, 1 1/4-Inch	Tons	545	\$25.00	\$13,625.00
11	BASE	Concrete Pavement 8-Inch	SY	2035	\$72.21	\$146,947.35
12	BASE	Concrete Curb and Gutter 24-inch	LF	1350	\$29.90	\$40,365.00
13	BASE	Concrete Sidewalk 4-Inch	SF	5850	\$12.05	\$70,492.50
14	BASE	Detectable Warning Fields	SF	72	\$38.00	\$2,736.00
15	BASE	Concrete Driveway 6-Inch	SY	15	\$78.00	\$1,170.00
16	BASE	Drilled Dowel Bars	Each	975	\$12.10	\$11,797.50
17	BASE	Pavement Ties	Each	315	\$8.77	\$2,762.55
18	BASE	Sawing Concrete Pavement	LF	2600	\$2.00	\$5,200.00
19	BASE	Adjusting Storm Manholes Minor	Each	3	\$725.00	\$2,175.00
20	BASE	Storm Manhole 4-Ft Diameter	Each	2	\$7,600.00	\$15,200.00
21	BASE	Storm Manhole Castings	Each	3	\$1,000.00	\$3,000.00
22	BASE	Adjusting Sanitary Manholes Major	Each	1	\$2,600.00	\$2,600.00
23	BASE	Sanitary Manhole Castings	Each	1	\$700.00	\$700.00
24	BASE	Inlets Type N1	Each	5	\$2,800.00	\$14,000.00
25	BASE	Inlet Castings	Each	5	\$850.00	\$4,250.00
26	BASE	PVC Storm Sewer 12-Inch	LF	153	\$125.00	\$19,125.00
27	BASE	PVC Storm Sewer 21-Inch	LF	20	\$180.00	\$3,600.00
28	BASE	PVC Storm Sewer 24-Inch	LF	10	\$300.00	\$3,000.00
29	BASE	Pavement Marking 4-Inch Paint	LF	175	\$8.25	\$1,443.75
30	BASE	Pavement Marking 6-Inch Crosswalk Paint	LF	195	\$12.35	\$2,408.25
31	BASE	Pavement Marking Curb Paint	LF	120	\$41.20	\$4,944.00
32	BASE	Topsoil	SY	530	\$7.10	\$3,763.00
33	BASE	Hydro-seed	SY	530	\$2.10	\$1,113.00
34	BASE	Inlet Protection	Each	20	\$80.00	\$1,600.00
35	BASE	Rock Bags	Each	20	\$10.00	\$200.00
				Base Bid Total		\$455,503.90
36	BASE	Allowance - Televising Sewer	LS	1	\$5,000.00	\$5,000.00
37	BASE	Allowance - Additional Sewer Repairs	LS	1	\$15,000.00	\$15,000.00
				Base Bid Allowance Total		\$20,000.00
38	ALT 1	Traffic Control	LS	1	\$3,490.00	\$3,490.00
39	ALT 1	Construction Staking	LS	1	\$3,035.88	\$3,035.88
40	ALT 1	Removing Pavement	SY	1515	\$11.00	\$16,665.00
41	ALT 1	Removing Sidewalk	SY	105	\$9.00	\$945.00
42	ALT 1	Base Aggregate Dense, 3/4-Inch	Tons	15	\$35.00	\$525.00
43	ALT 1	Base Aggregate Dense, 1 1/4-Inch	Tons	155	\$30.00	\$4,650.00
44	ALT 1	Concrete Pavement 8-Inch	SY	1365	\$72.21	\$98,566.65
45	ALT 1	Concrete Curb and Gutter 24-inch	LF	700	\$39.00	\$27,300.00
46	ALT 1	Concrete Sidewalk 4-Inch	SF	850	\$12.00	\$10,200.00
47	ALT 1	Detectable Warning Fields	SF	58	\$39.00	\$2,262.00
48	ALT 1	Detectable Warning Fields Radial	SF	15	\$55.00	\$825.00
49	ALT 1	Drilled Dowel Bars	Each	625	\$12.50	\$7,812.50
50	ALT 1	Pavement Ties	Each	285	\$8.00	\$2,280.00
51	ALT 1	Sawing Concrete Pavement	LF	1400	\$2.00	\$2,800.00
52	ALT 1	Adjusting Storm Manholes Minor	Each	2	\$850.00	\$1,700.00
53	ALT 1	Inlet Castings	Each	5	\$820.00	\$4,100.00
54	ALT 1	Adjusting Sanitary Manholes Minor	Each	3	\$850.00	\$2,550.00
55	ALT 1	Sanitary Manhole Castings	Each	3	\$700.00	\$2,100.00
56	ALT 1	Adjusting Inlets Minor	Each	3	\$560.00	\$1,680.00
57	ALT 1	Pavement Marking 4-Inch Paint	LF	150	\$8.25	\$1,237.50
58	ALT 1	Pavement Marking 6-Inch Crosswalk Paint	LF	220	\$12.35	\$2,717.00
59	ALT 1	Topsoil	SY	220	\$7.10	\$1,562.00
60	ALT 1	Hydro-seed	SY	220	\$2.10	\$462.00
61	ALT 1	Inlet Protection	Each	5	\$80.00	\$400.00
				Alternate 1 Total		\$199,865.53
				Project Total		\$675,369.43

BID NUMBER: C25-17

CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS



2025 STREET IMPROVEMENTS CONCRETE PAVEMENT REPAIRS (MEAD AVENUE AND WILSON AVENUE) NOVEMBER 2025

PROJECT LOCATION WILSON AVENUE
ALTERNATE 1
(S BUSINESS DR - S 21ST ST)

PROJECT LOCATION MEAD AVENUE
BAE BID
(S 12TH ST - S 10TH ST)




NOT TO SCALE

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	000 CV TITLE SHEET
2	001 GN GENERAL NOTES
3	020 PO PROJECT OVERVIEW
4	030 SC SURVEY CONTROL
5-6	040 CD 1-2 TYPICAL SECTIONS
7-18	040 CD 3-14 CONSTRUCTION DETAILS
19-24	050 RD 1-6 REMOVAL DETAILS
25	110 EC EROSION CONTROL - NOTES
26-31	115 EC 1-6 EROSION CONTROL DETAILS
32	200 SS STORM AND SANITARY SEWER DETAILS
33-34	305 TC 1-2 TRAFFIC CONTROL
35-40	400 PD 1-5 PAVING DETAILS
41-42	600 RD 1-2 RAMP DETAILS
43-44	700 MG 1-2 MISCELLANEOUS QUANTITIES

2025 STREET IMPROVEMENTS
CONCRETE PAVEMENT REPAIRS
(MEAD AVENUE AND WILSON AVENUE)
TITLE SHEET

CITY OF SHEBOYGAN PUBLIC WORKS	
City of Sheboygan Department of Public Works Engineering Division 2025 New Jersey Avenue Sheboygan, WI 53081	
Designed By	Kevin Jung, PE - City Engineer
Drawn By	TMM
Checked By	TMM
Plot Date	11/7/2025
Plot No.	C25-17
Project Date	NOVEMBER 2025
Sheet No.	
Drawing No.	


Item 11.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C25-17	Page:	1 of 2

**2025 Street Improvements
Concrete Pavement Repairs
(Mead Avenue and Wilson Avenue)**

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	1
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	14
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 57 19	Temporary Environmental Controls	2
01 71 22	Alternates	1
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C25-17	Page:	2 of 2

SECTION	TITLE	Pages
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
33 00 00	UTILITIES	
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	7
33 05 61	Concrete Manholes, Catch Basins and Inlets	7



AGENDA ITEM MEMORANDUM

DATE: 12/8/2025

TO: Public Works Committee

FROM: Director Peterson

SUBJECT: Resolution 140-25-26 – A Resolution designating the Director of Public Works as the City's Authorized Representative for the Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant for State Funding Years (SFY) 2026-2030 and directing him to submit a WisDOT Transportation Alternatives Program Grant Application.

ISSUE

Requesting Public Works Committee approval identifying the Director of Public Works the Authorized Representative for Wisconsin Department of Transportation (WisDOT) grant purposes who is an office, officer, or employee given authority to act on the City of Sheboygan's (applicant's) behalf to (1) sign and submit a grant application; (2) sign a grant agreement between the City and WisDOT; (3) submit interim and final reports to the WisDOT to satisfy the grant agreement; (4) submit grant reimbursement requests to the WisDOT; and (5) sign and submit any other required documentation regarding the grant

STAFF RECOMMENDATION

Staff recommends Public Works Committee approve the proposed resolution designating the Director of Public Works as the City's Authorized Representative for the WisDOT Transportation Alternatives Program (TAP) Grant for State Funding Years (SFY) 2026-2030 and directing him to submit a WisDOT Transportation Alternatives Program Grant Application.

BACKGROUND/DISCUSSION

TAP is the State of Wisconsin's program for what is now the federal Transportation Alternatives (TA) set-aside Program. The Infrastructure Investment and Jobs Act (IIJA), enacted in November 2021, replaced the FAST Act-era TA Set-Aside guidelines with enhanced funding availability and programing guidelines. Federal TA set-aside funds include all projects and activities previously eligible under TAP, encompassing a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, and community improvements such as historic preservation.

The proposed project the grant application is to be submitted for is the Lakeshore Drive Pedestrian Improvements that includes construction of a new sidewalk on the east side of Lakeshore Drive from Ashland Avenue to High Avenue. This is the last location along Lake Michigan from the south side of Sheboygan at Lake View Park to the north side of Sheboygan at North Avenue that does not have pedestrian accommodations along the lake side of the lakeshore. This is a popular walking location for viewing Lake Michigan and a popular destination in the summer for fireworks and other events along the lakeshore. The proposed improvement includes seven (7) ADA compliant concrete pads with benches, lighting for pedestrian access, plus some traffic calming infrastructure. Please see the attached site design layout.

FUNDING IMPACT

All TAP projects require project sponsors to pay 100% of project costs up front and are reimbursed up to 80% of approved project costs after conducting project activity. The federal funding amount on TAP projects is capped at time of award. A TAP project may not be

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

substituted for another project. TAP projects must commence within four years of the award date.

City staff desire to apply for a Transportation Alternatives Program Grant for SFY 2026-2030, the maximum amount of which is \$768,739.62 and which would require a 20% or \$153,747.92 match from the City; and it is anticipated there will be sufficient funds in the 2027 budget for the City's share of the matching costs. Please see attached project cost breakdown.

IF APPROVED, NEXT STEPS:

Submit final TAP grant application, and if awarded, sign an agreement on behalf of the City of Sheboygan with WisDOT.

Lakeshore Drive Project Narrative

This project for the City of Sheboygan (City) is the proposed construction of a new sidewalk on the east side of Lakeshore Drive from Ashland Avenue to High Avenue. This is the last location along Lake Michigan from the south side of Sheboygan at Lake View Park to the north side of Sheboygan at North Avenue that does not have pedestrian accommodations along the lake side of the lakeshore. This is a popular walking location for viewing Lake Michigan and a popular destination in the summer for fireworks and other events along the lakeshore. The proposed improvement includes seven (7) ADA compliant concrete pads with benches. Although not fully determined, some form of lighting for the pedestrian access will be included.

Additional improvements include bump-outs at the Ashland Avenue, Union Avenue and Dillingham Avenue intersections. These bump-outs will shorten the pedestrian crosswalks and serve as traffic calming devices along within the Lakeshore Drive corridor. The City has received many complaints of excessive speeds in the corridor and cars trying to pass on the right when northbound Lakeshore Drive traffic is attempting to make left turns at these locations. The bump-outs will help mitigate both of these issues.

The intersection of Lakeshore Drive, High Avenue and South 7th Street will be converted to a 4-way stop with relocated crosswalks to improve pedestrian safety. The current configuration has a pedestrian crossing near the middle of this intersection at a location that has blind spots that do not allow for pedestrians to see oncoming traffic. It should be noted that the east leg of High Avenue is the access to the parking area along the South Shore Beach used by surfers, kayakers and beach goers.

The project will also include double yellow centerline marking the entire length. Lakeshore Drive from Ashland Avenue to Union Avenue is currently marked with centerline skips. Additional locations for bicycle sharrows are also included to reinforce that driving lanes need to be shared by bicycles and vehicles.

While it is assumed these safety improvements will benefit recreational users in the area, it will also provide benefits to those without access to, or the ability to afford, vehicles. Five census tracts are located wholly within one mile of the project location: Census Tracts 8, 9, 10, 11 and 114. This project area is located in an Area of Persistent Poverty. Census Tract 8 has a poverty rate of 14%, Tracts 9 and 10 a poverty rate of 12.0%, Tract 11 a poverty rate of 15.5%, and Tract 114 a poverty rate of 11.3%. Four of these 5 poverty rates are at or above the City of Sheboygan poverty rate of 12%.

The proposed sidewalk will also provide a direct connection to the new Sheboygan River Pedestrian bridge between South Pier Drive and Riverfront Drive.

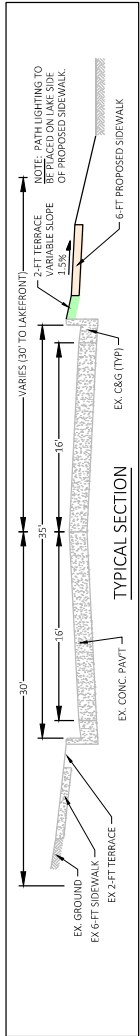
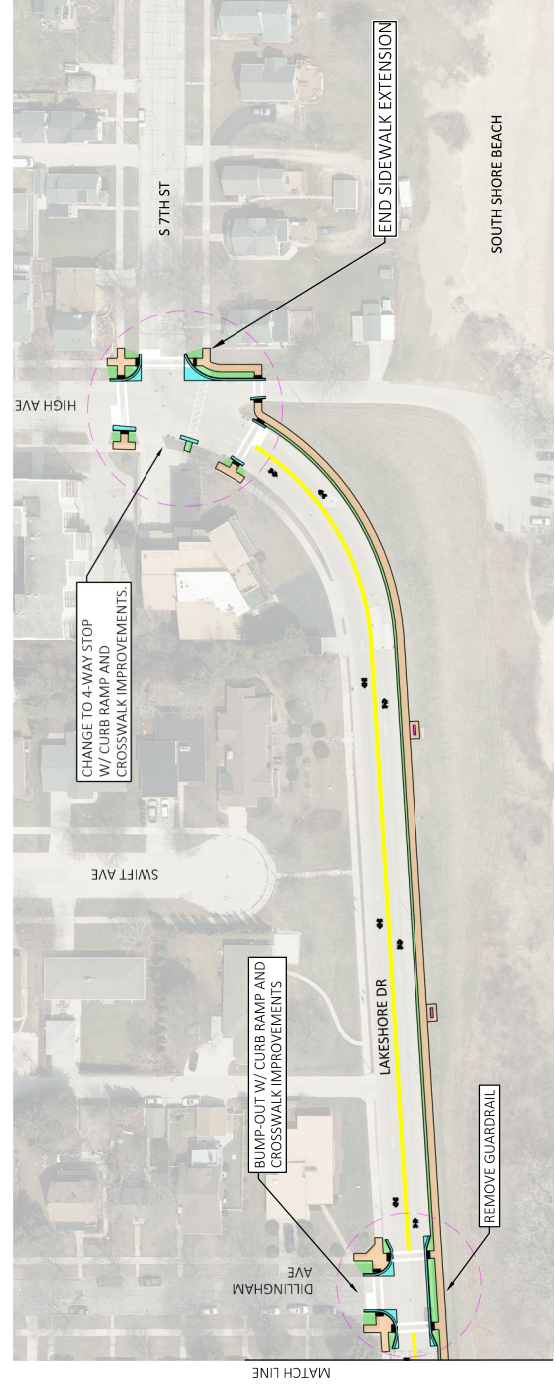
Revision Number	Revision Description	Drawn By	Date

DRAFT

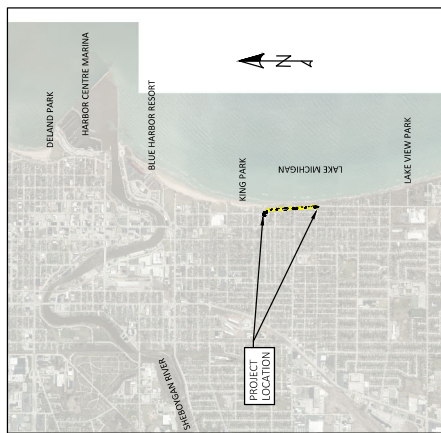
**LAKESHORE DRIVE
PEDESTRIAN IMPROVEMENTS**
(ASHLAND AVENUE - HIGH AVENUE)
PROJECT OVERVIEW

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	10/17/2025
Plot No.	2000-XX
Project Date	N/A
Sheet No.	N/A
Drawing No.	

Item 12.



- LEGEND**
- GRASS TERRACE
 - NEW CONCRETE SIDEWALK
 - CURB AND GUTTER/PAVEMENT REPLACEMENT
 - BENCH W/ SIDEWALK PAD
 - DETECTABLE WARNING FIELD



PROJECT LOCATION MAP

LAKESHORE DRIVE PEDESTRIAN IMPROVEMENTS

(ASHLAND AVENUE - HIGH AVENUE)

CONSTRUCTION ESTIMATE 10/13/2025

Section Title	Line Item Required	Item Code	Item Description	UofM	Total Quantity	Unit Price	Extension
Public Works			ROADWAY				
	1		Mobilization	LS	1	\$25,000.00	\$25,000.00
	2		Traffic Control	LS	1	\$5,000.00	\$5,000.00
	3		Construction Staking	LS	1	\$4,000.00	\$4,000.00
	4		Excavation Common	CY	2300	\$25.00	\$57,500.00
	5		Removing Curb and Gutter	LF	150	\$10.00	\$1,500.00
	6		Removing Concrete Sidewalk	SY	265	\$10.00	\$2,650.00
	7		Removing Pavement	SY	375	\$8.00	\$3,000.00
	8		Removing Guardrail	LF	90	\$25.00	\$2,250.00
	9		Removing and Replacing Signs	Each	40	\$75.00	\$3,000.00
	10		Removing and Replacing Benches	Each	7	\$1,000.00	\$7,000.00
	11		Removing Inlets	Each	8	\$500.00	\$4,000.00
	12		Concrete Sidewalk 4-Inch	SF	14750	\$8.00	\$118,000.00
	13		Base Aggregate Dense 3/4-Inch	Tons	260	\$20.00	\$5,200.00
	14		Base Aggregate Dense 1 1/4-Inch	Tons	140	\$15.00	\$2,100.00
	15		Inlets Type 2	Each	8	\$2,600.00	\$20,800.00
	16		Inlet Castings	Each	8	\$800.00	\$6,400.00
	17		PVC Storm Sewer, 12-Inch	LF	40	\$95.00	\$3,800.00
	18		Concrete Pavement 7-Inch	SY	225	\$75.00	\$16,875.00
	19		Detectable Warning Fields	SF	276	\$40.00	\$11,040.00
	20		Radial Detectable Warning Fields	SF	45	\$55.00	\$2,475.00
	21		Concrete Curb and Gutter 24-Inch	LF	740	\$60.00	\$44,400.00
	22		Pedestrian Curb (Undistributed)	LF	60	\$50.00	\$3,000.00
	23		Pavement Marking Crosswalk 6-Inch	LF	950	\$12.00	\$11,400.00
	24		Pavement Marking Stop Bar 12-Inch	LF	120	\$15.00	\$1,800.00
	25		Pavement Marking 4-Inch Centerline	LF	3250	\$2.00	\$6,500.00
	26		Pavement Marking Curb	LF	400	\$5.00	\$2,000.00
	27		Pavement Marking Sharrows	Each	10	\$225.00	\$2,250.00
	28		Lighting Assembly, 14-FT Pole	Each	15	\$3,000.00	\$45,000.00
	29		Concrete Base Type 1	Each	15	\$750.00	\$11,250.00
	30		Wiring 4 AWG	LF	6500	\$2.00	\$13,000.00
	31		Conduit 2-Inch	LF	1200	\$8.00	\$9,600.00
	32		Electri Service Meter Breaker Pedestal	Each	1	\$2,000.00	\$2,000.00
	33		Lighting Control Cabinet and Base	Each	1	\$10,000.00	\$10,000.00
	34		Inlet Protection	Each	20	\$75.00	\$1,500.00
	35		Silt Fence	LF	1200	\$3.00	\$3,600.00
	36		Rock Bags	Each	40	\$10.00	\$400.00
	37		Topsoil	SY	2500	\$8.00	\$20,000.00
	38		Hydro-Seed	SY	2500	\$2.00	\$5,000.00
	39		Sawing Concrete	LF	800	\$3.00	\$2,400.00
Estimated Construction Costs						Sub-Total	\$496,690.00
						15% E&C	\$74,503.50
						Total	\$571,193.50

Project Type	Total Cost	Federal Funds	%	Project Sponsor Funds	%
Design (15% of Const, Cost)	\$85,679.03	\$68,543.22	80%	\$17,135.81	20% + Balance
State Review	\$9,150.00	\$7,320.00	80%	\$1,830.00	20% + Balance
<i>Design Subtotal</i>	<i>\$94,829.03</i>	<i>\$75,863.22</i>	<i>---</i>	<i>\$18,965.81</i>	<i>---</i>
Participating Construction	\$ 571,193.50	\$456,954.80	80%	\$114,238.70	20% + Balance
Construction Engineering (14%)	\$ 79,967.09	\$63,973.67	80%	\$15,993.42	20% + Balance
State Review	\$ 22,750.00	\$18,200.00	80%	\$4,550.00	20% + Balance
<i>Construction Subtotal</i>	<i>\$ 673,910.59</i>	<i>\$539,128.47</i>	<i>---</i>	<i>\$134,782.12</i>	<i>---</i>
Total Estimate Cost Distribution	\$768,739.62	\$614,991.69	Max	\$153,747.92	N/A

**CITY OF SHEBOYGAN
RESOLUTION 140-25-26**

BY ALDERPERSONS DEKKER AND RUST.

DECEMBER 8, 2025.

A RESOLUTION designating the Director of Public Works as the City's Authorized Representative for the Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant for State Funding Years (SFY) 2026-2030 and directing him to submit a WisDOT Transportation Alternatives Program Grant Application.

WHEREAS, pursuant to Wis. Stat. § 85.021(2)(a), the WisDOT may award grants to cities for up to 80% of the cost of transportation alternatives activities consistent with federal regulations promulgated under 23 USC 213; and

WHEREAS, pursuant to Wis. Stat. § 85.021(2)(b), any project for which a grant is awarded under par. (a) shall be commenced within four years from the date that the grant is awarded; and

WHEREAS, in order to be eligible, the City must submit a Resolution identifying the Authorized Representative for WisDOT grant purposes who is an office, officer, or employee given authority to act on the applicant's behalf to (1) sign and submit a grant application; (2) sign a grant agreement between the City and WisDOT; (3) submit interim and final reports to the WisDOT to satisfy the grant agreement; (4) submit grant reimbursement requests to the WisDOT; and (5) sign and submit any other required documentation regarding the grant; and

WHEREAS, City staff desires to apply for a Transportation Alternatives Program Grant for SFY 2026-2030, the maximum amount of which is \$768,739.62 and which would require a 20% or \$153,747.92 match from the City; and

WHEREAS, it is anticipated that there will be sufficient funds in the 2027 budget for the City's share of the matching costs.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council designates the Director of Public Works as the Authorized Representative for the Transportation Alternatives Program grant purposes identified herein and directs the Director of Public Works to submit a Transportation Alternatives Program grant application(s) to the WisDOT for the SFY 2026-2030.

BE IT FURTHER RESOLVED: That if the grant application is awarded by WisDOT, the Authorized Representative is permitted to execute the grant agreement upon approval by the City Attorney and City Administrator.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



AGENDA ITEM MEMORANDUM

DATE: 12/08/2025

TO: Public Works Committee

FROM: Joe Kerlin, Parks Manager

SUBJECT: Resolution No.141-25-26 – A Resolution authorizing the appropriate City officials to execute a First Amendment to Memorandum of Understanding with Elwood H. May Environmental Park Association of Sheboygan County, Inc. relating to certain terms and conditions in the MOU.

ISSUE

Should the Public Works Committee recommend authorizing the appropriate City officials to execute a First Amendment to the MOU?

STAFF RECOMMENDATION

Staff recommends approval of the First Amendment to the MOU.

BACKGROUND/DISCUSSION

On January 9, 2020 the City and Maywood entered into a MOU regarding the City's financial support for Maywood, along with expected responsibilities of Maywood and the City. The current MOU is scheduled to expire on December 31, 2025. Both parties are negotiating terms of a replacement MOU and desire additional time to finalize the document such that extending the existing MOU is in both parties' best interest.

FUNDING IMPACT

The City would be agreeing to provide Maywood funding in January, 2026 in the amount of \$74,379.00 towards the salary for the Maywood Park Director. This was the same amount given to Maywood in 2025 and is in the budget for 2026.

IF APPROVED, NEXT STEPS:

The City and Maywood would continue to negotiate a five-year MOU agreement starting in 2027.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 141-25-26**

BY ALDERPERSONS DEKKER AND RUST.

DECEMBER 8, 2025.

A RESOLUTION authorizing the appropriate City officials to execute a First Amendment to Memorandum of Understanding with Ellwood H. May Environmental Park Association of Sheboygan County, Inc. relating to certain terms and conditions in the MOU.

RESOLVED: That the appropriate City officials are hereby authorized to execute the First Amendment to Memorandum of Understanding between the City of Sheboygan and Ellwood H. May Environmental Park Association of Sheboygan County, Inc., a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
ELLWOOD H. MAY ENVIRONMENTAL PARK ASSOCIATION OF
SHEBOYGAN COUNTY, INC.
AND
CITY OF SHEBOYGAN**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING is entered into as of December 16, 2025, by and among the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. (“Maywood”) and City of Sheboygan (“City”), collectively referred to herein as the “Parties.”

RECITALS:

Whereas, the Parties entered into a memorandum of understanding (“MOU”) on January 9, 2020 regarding the City’s financial support for Maywood relating to Maywood Environmental Park (“Park”); and

Whereas, the MOU is scheduled to expire on December 31, 2025; and

Whereas, the Parties are negotiating terms of a replacement MOU and desire additional time to finalize that document such that extending the existing MOU is in both parties’ best interests.

NOW, THEREFORE, the Parties, in consideration of the terms and conditions contained in this First Amendment and for other good and valuable consideration, the receipt of which is hereby acknowledged, each hereby agrees as follows:

AMENDMENT

1. The RECITALS set forth above are true, accurate and incorporated herein by reference.
2. The expiration of the January 9, 2020 MOU is amended to December 31, 2026.
3. Section 1(d)(a) is amended and restated in its entirety with the following:

“The City agrees to provide Maywood funding in January, 2026 in the amount of \$74,379.00 towards the salary for the Maywood Park Director.”
4. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto.
5. Except as expressly amended herein, the MOU shall remain in full force and effect. In the event of any conflict between the terms and conditions of the MOU and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date noted below.

CITY OF SHEBOYGAN

By: _____
Ryan Sorenson, Mayor

Date

By: _____
Meredith DeBruin, City Clerk

Date

**ELLWOOD H. MAY ENVIRONMENTAL PARK
ASSOCIATION OF SHEBOYGAN COUNTY, INC.**

By: _____

Date

By: _____

Date



AGENDA ITEM MEMORANDUM

DATE: 12/08/2025

TO: Public Works Committee

FROM: Joe Kerlin, Parks Manager

SUBJECT: Resolution 143-25-26 – A Resolution authorizing the appropriate City officials to execute a Vendor Permit Agreement with Tributary Beer Garden, LLC regarding the operation of a beer garden concession in Kiwanis Park.

ISSUE

Should the Public Works Committee recommend approving a Vendor Permit agreement with Tributary Beer Garden, LLC?

STAFF RECOMMENDATION

Staff recommends approval of the agreement.

BACKGROUND/DISCUSSION

Area 8 in Kiwanis Park has historically been used for the operation of a Biergarten since 2019, except in 2020 when there were flooding conditions and in 2025 when the vendor chose not to update the Use Agreement with the City.

The City advertised Request For Proposals two times in 2025 and are excited to present an agreement with Tributary Beer Garden, LLC, regarding the operation of a beer garden again in 2026. This will be a four-year agreement with a renewed option for up to two successive one-year terms.

FUNDING IMPACT

In 2026, Tributary Beer Garden will be pay a permit fee of \$6,000 in addition to a monthly utility fee.

IF APPROVED, NEXT STEPS:

The Department of Public Works will work with Tributary Beer Garden to make sure they are ready to open in 2026.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 143-25-26**

BY ALDERPERSONS DEKKER AND RUST.

DECEMBER 8, 2025.

A RESOLUTION authorizing the appropriate City officials to execute a Vendor Permit Agreement with Tributary Beer Garden, LLC regarding the operation of a beer garden concession in Kiwanis Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vendor Permit Agreement between the City of Sheboygan and Tributary Beer Garden, LLC, in form substantially similar to the copy attached hereto and incorporated herein, upon approval by the City Administrator and City Attorney.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

VENDOR PERMIT AGREEMENT

BETWEEN

CITY OF SHEBOYGAN

AND

TRIBUTARY BEER GARDEN, LLC

This Agreement is made and entered into effective the date of final party execution by and between the City of Sheboygan (“City”), a municipal corporation, and Tributary Beer Garden LLC (“Vendor”), a Wisconsin limited liability corporation.

WITNESSETH:

WHEREAS, The City owns Kiwanis Park, located at 726 Kiwanis Park Road, Sheboygan, Wisconsin; and

WHEREAS, The City issued Request for Proposals 2076-25 to provide beer garden concession services in Kiwanis Park, and Vendor submitted a written proposal response meeting all terms and conditions; and

WHEREAS, The Parties wish to enter into an agreement governing the operation of a beer garden concession in Kiwanis Park and the construction/installation of certain renovations, additions, and improvements to the area within Kiwanis Park from which the concession will operate.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which are acknowledged, the City and Vendor agree as follows.

1. Permitted Use.

- a) **Premises.** Vendor shall have available for beer garden concession operations the areas and amenities within Kiwanis Park as depicted on the attached and incorporated Exhibit A.
- b) **License Granted.** Vendor understands that this Agreement does not constitute a lease or conveyance of real estate and is instead a license to conduct certain activities and provide certain services on City property for the public’s benefit.
- c) **Beverage and Food Sales.** Vendor may sell beverages, food, and ancillary merchandise, and alcoholic beverages served under a Class B tavern license. All concessions shall be submitted for City approval prior to sale. City reserves the right to disapprove any concessions. Vendor shall operate concessions from at least June 1st to October 1st, but may extend operations into other times of the year upon

City's written consent. Vendor's concessions shall be open at least three days a week unless weather does not support such availability in a given week. Hours of operation shall be clearly posted and fall between 10:00 a.m. and 10:00 p.m. shall not dispense or distribute alcohol after 10:00 p.m. or beyond the hours noted in this Agreement except upon written approval of the Director of Public Works or their designee. Vendor is solely responsible for ensuring compliance with all laws and regulations applicable to Vendor's operations, for obtaining all applicable permits and licenses, and for paying all applicable fees necessary for Vendor's operations. All alcoholic beverages sold for consumption outside of the Jaycee Pavilion area shall be served in aluminum or plastic containers.

- d) **Special Events.** The Parties agree that cooperation with other businesses and groups serves the community's best interests. Whenever Vendor desires to host a special event independently or in partnership with a third party, Vendor agrees to follow the City's regulations and procedures for special events, including obtaining applicable permits from all governmental authorities having jurisdiction over the Premises.
- e) **Improvements.** City grants Vendor permission to improve the Premises, subject to all terms and conditions herein, throughout the Term of this Agreement, and for the sole purpose of operating a beer garden concession at the Premises. Vendor bears sole responsibility for the costs for such improvements unless the City has agreed by separate written document to share costs. Vendor shall be solely responsible for obtaining any permits necessary for such improvements. Vendor understands that improvements that cannot reasonably be removed upon termination of this Agreement will become City property and that Vendor will not be entitled to any compensation for these improvements. Vendor shall obtain the City's written consent prior to making any permanent improvements or modifications to City property and that City reserves the right to refuse consent. Vendor may install movable personal property such as planters, tables, chairs, benches, games, and the like, without the City's advance written consent. Vendor shall remove all such personal property within thirty days of Agreement termination. Any property remaining onsite thereafter shall be deemed abandoned and subject to City disposal as appropriate.
- f) **Equipment and Personnel.** Vendor is responsible for all necessary personnel and equipment to create and operate the beer garden. Vendor is responsible for ensuring that all personnel are appropriately trained and licensed, and displaying identification as Vendor's employee at all times while working. Vendor will supply adequate tables, chairs, benches, service counters, refrigeration, food preparation

and storage equipment, beverage dispensing equipment, cleaning equipment, tools, and fixtures. Vendor will maintain its equipment in a clean and safe condition. City equipment may be available to Vendor upon request but the City does not guarantee the availability of all requested equipment.

- g) **Marketing and Signs.** Vendor is responsible for all marketing and advertising to promote its activities. Vendor shall acknowledge the City of Sheboygan, by name and/or logo, in all promotional materials directly related to its activities covered under this Agreement. Vendor shall not place any signs, advertising, names, or logos on City property without prior written approval. City may cross-market Vendor's events upon Vendor's request.
- h) **Storage.** In off-seasons, Vendor may store equipment and materials under cover of the Jaycee Pavilion and within the concession stand. Vendor is solely responsible for securing Vendor's property and as such, may install security measures as appropriate to secure Vendor's property provided such measures do not alter or damage City property. Vendor may have access to additional storage opportunities upon request to the City, contingent upon space being available. The City cannot guarantee sufficient space beyond the Jaycee Pavilion area for Vendor's equipment and materials.
- i) **Premises Maintenance.** City will maintain Kiwanis Park and will be responsible for mowing and landscaping within the Park except that Vendor shall be responsible for basic landscape maintenance within the Premises in order to maintain the Premises in a clean, safe, and attractive condition. Vendor shall not trim or remove vegetation along the Sheboygan River and shall not use pesticides or herbicides for grounds maintenance without City's written consent. Vendor is responsible for maintaining Premises in a clean, and safe manner including the restroom and concession areas including stocking the restroom areas. Vendor is responsible for opening and closing restroom facilities during days of operation.
- j) **Damage.** Vendor will immediately report any damage caused to City's property and shall be responsible for such damage when caused by Vendor, their customers or permittees. Vendor is responsible for all areas under their control during each operating season during the Term of this Agreement. Such responsibility shall be 24 hours per day, 7 days per week. Vendor may install security cameras to support its facility oversight in such locations and via such mounting mechanisms as approved by the City in writing.

2. Cost Obligations.

- a) **Deposit.** Vendor shall submit a \$3,000 damage deposit upon Agreement execution. At the close of each season, and after City inspection, the City will refund the deposit less any assessed damage. If damage exceeds \$3,000, the City may keep the entire deposit and Vendor shall pay the City's actual costs beyond the deposit value within thirty days of written notice by the City.
- b) **Permit.** Vendor shall pay a fee to operate the beer garden concessions pursuant to this Agreement. Such fee may be payable in not more than four installments and may be renegotiated should this Agreement be renewed.

2026: \$6,000

2027: \$6,300

2028: \$6,615

- c) **Utilities.** City shall pay costs for all utilities supplied to the Premises except that if Vendor desires to supply internet services within the Premises, Vendor shall be responsible for all costs therefore. Vendor shall pay the City \$25 per day of operation as a utility fee, which shall be capped at \$300 per month.
 - d) **Taxes and Expenses.** Vendor shall pay all taxes, assessments, other public charges, and expenses whatsoever pertaining to their business except as provided herein.
 - e) **Trash Collection/Disposal.** Vendor is responsible for providing trash and recycling receptacles throughout the licensed premises and for managing the daily collection of materials therefrom. Vendor shall deposit trash and recycling in the supplied dumpster and if Vendor anticipates needing additional dumpster capacity or more frequent dumpster emptying beyond the typical schedule due to a planned event, Vendor shall provide the City with as much notice as possible to facilitate Vendor's needs. Vendor is responsible for appropriately disposing of food scraps, grease, fats, and oils. Vendor shall dispose of such materials down drains as this can cause backups. If Vendor supplies foods fried in oil, Vendor shall install and maintain all equipment necessary for safe handling and storage and shall install a grease control device meeting all applicable requirements.
3. **Term.** This Agreement shall be effective upon final party execution and shall expire December 31, 2029. This Agreement may be renewed for up to two successive one-year terms or as agreed upon in writing by the Parties. The City is not required to agree to any request for a one-year renewal.

4. **Termination for Cause.** City may terminate this Agreement at anytime if, in City's opinion, Vendor is not performing in a satisfactory manner, and Vendor fails to cure the same upon City providing Vendor thirty days' written notice of such non-performance. In the event of any such termination, vendor waives any right or remedy against the City other than Vendor's right to cure within the thirty-day period. For purposes of this provision, business sales performance shall not constitute cause, on its own, to terminate. This Agreement may be terminated for cause upon fifteen days' written notice to the other party if the other party files a voluntary petition for bankruptcy, makes a general assignment for the benefit of creditors, or takes advantage of any insolvency law, or if Vendor transfers substantially all of its assets or business to any third party.
5. **Termination for Convenience.** Vendor may terminate this Agreement for any reason by providing ninety days' written notice to the City.
6. **Effect of Termination or Expiration.** Expiration or termination of this Agreement for any reason shall not release any Party from its obligations hereunder that have accrued prior to the termination date. After any termination of this Agreement, Vendor shall promptly deliver to City all of City's property and facilities in Vendor's possession.
7. **Auditing/Records.** To the extent that public records laws apply, Vendor shall retain business records and make them available to the City, upon request. The obligations and rights under this section shall survive the Agreement for a period of six years.
8. **Non-Discrimination.** Vendor shall not discriminate against any employee, applicant for employment, or customer because of race, color, national origin, age, sex, disability.
9. **Entire Agreement.** This Agreement constitutes the entire Agreement between Parties and supersedes any and all prior agreements, whether oral or reduced to writing, between the Parties.
10. **Amendments.** This Agreement shall be binding on the Parties, their respective heirs, and successors, and cannot be amended except in writing, approved by the Common Council and signed by each party's duly authorized agent(s).
11. **Severability.** The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12. **Waiver.** No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.
13. **Subcontracting & Assignment.** Vendor shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the services required by this Agreement shall be performed by Vendor and Vendor's employees. If Vendor is a corporation, partnership, limited partnership, limited liability company, limited liability partnership, or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Vendor's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members, or others who possess ownership interests in vendor as of the date hereof.
14. **Force Majeure.** Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.
15. **Indemnification.** To the fullest extent authorized by law, vendor agrees to indemnify, defend, and hold harmless the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, and authorized volunteers from and against any and all liability, claims, and demands on account of personal injuries, property damage, and loss of whatsoever kind, including worker's compensation claims, arising out of or connected with use of the Premises, whether such liability, claim, or demand is caused by any wrongful, intentional, or negligent acts of Vendor, its employees, agents, representatives, or authorized volunteers. Nothing in this Agreement shall be construed as the City waiving its statutory limitations and/or immunities as set forth in the applicable Wisconsin statutes or other applicable law. This indemnity provision shall survive termination or expiration of the Agreement.

16. **Insurance.** Vendor shall maintain insurance consistent with this section at all times during this Agreement.

Commercial General Liability	\$1,000,000 per occurrence
(Incl. Personal Injury, Fire, Legal, Contractual, & Products/Completed Operations)	\$2,000,000 general aggregate
Worker's Compensation	Statutory limits, if applicable
Liquor Liability	\$1,000,000 per occurrence

"City of Sheboygan" shall be listed as additional insured for general liability. A waiver of subrogation for Worker's Compensation by endorsement favoring the City of Sheboygan shall be provided. A certificate indicating the above coverages shall be submitted for review and approval by the City for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per best's Key Rating Guide. Vendor's insurance shall be primary, non-contributory to any insurance or self-insurance carried by the City. City shall be provided 30 days written notice prior to any cancellation or non-renewal.

17. **No Assumption of Liabilities.** Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.
18. **Notice.** Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service, (b) by U.S. mail, or (c) by electronic mail, and such notices shall be addressed as follows:

Tributary Beer Garden
Jacob Bray
address
address
email

City of Sheboygan
Travis Peterson, Public Works Director
2026 New Jersey Ave.
Sheboygan, WI 53081
travis.peterson@sheboyganwi.gov

19. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
20. **Counterparts.** This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates below.

CITY OF SHEBOYGAN

TRIBUTARY BEER GARDEN

By: _____

Ryan Sorenson, Mayor

By: _____

Jacob Bray, Agent

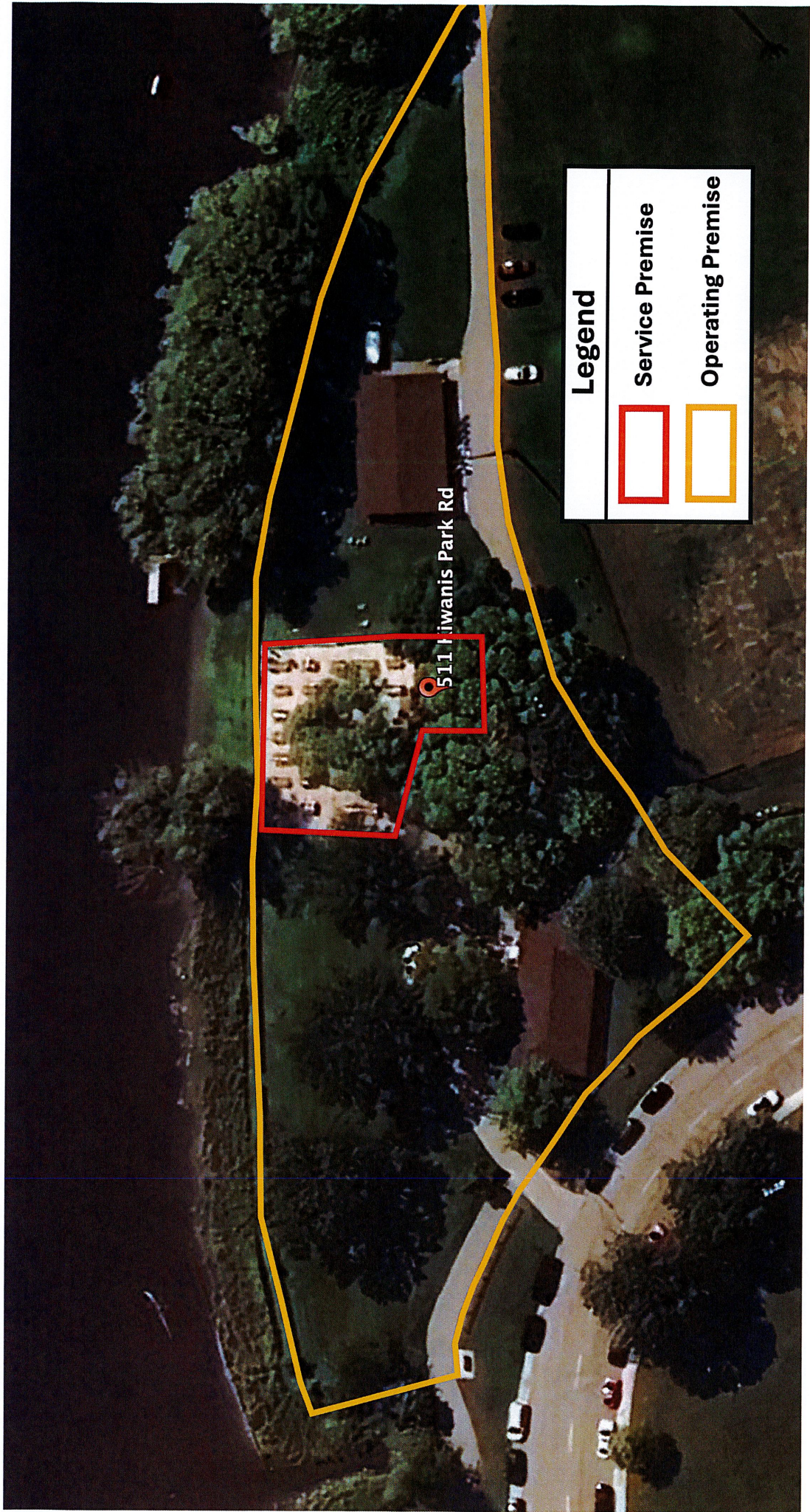
By: _____



Meredith DeBruin, City Clerk

By: _____

Date: _____

Date: _____



Legend	
	Service Premise
	Operating Premise



AGENDA ITEM MEMORANDUM

DATE: 12/1/2025

TO: Public Works Committee

FROM: Jordan Skiff, Wastewater Superintendent

SUBJECT: Resolution 144-25-26 – A Resolution authorizing City officials to enter into a contract with Donohue & Associates, Inc. for engineering services related to the replacement of a wastewater treatment plant (WWTP) aeration blower.

Resolution 145-25-26 – A Resolution authorizing City officials to enter into a contract with Strand Associates for engineering services related to studying major factors to be considered should a wastewater treatment plant (WWTP) expansion be required in the future.

ISSUE

Should the Public Works Committee recommend approval of two proposed contracts, obligating 2025 funds still this year?

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

At the December 15, 2025 City Council meeting, I am requesting approval of the following two engineering contracts. Both contracts are the result of an RFP (request for proposals) process, used to identify the consultant wastewater staff believed to be the most qualified for each project, and who offered reasonable pricing.

- A \$58,535 lump sum contract with Donohue Associates to replace the fourth (and final) older aeration blower at the wastewater treatment plant. Donohue completed the design for two other blowers in 2024, is very familiar with our aeration system, and performed process and programming work in the 2024 project that will dovetail well into this one. Their proposed design and management costs are very close to our 2025 budget.
- A \$50,000 lump sum contract with Strand Associates to study the major components of a possible future wastewater treatment plant expansion. While current Plant flows are well within our capacity, significant industrial growth in the coming years or decades could lead to the need for an expansion. (Please note this study is not being undertaken at this time because of a specific project or prospect.) Strand's proposal provided some early regulatory, structural and process considerations that should be explored, and matched the budgeted amount for this project.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

IF APPROVED, NEXT STEPS

These contracts will be entered into with these two firms, and the work will begin in early 2026. Strand's study is due in June 2026. Donohue's design is expected to wrap up in the first half of 2026, but procuring the new blower and having it installed will likely extend into early 2027.

**CITY OF SHEBOYGAN
RESOLUTION 144-25-26**

BY ALDERPERSONS DEKKER AND RUST.

DECEMBER 8, 2025.

A RESOLUTION authorizing City officials to enter into a contract with Donohue & Associates, Inc. for engineering services related to the replacement of a wastewater treatment plant (WWTP) aeration blower.

WHEREAS, the effective treatment of wastewater requires the constant introduction of aeration into an activated sludge process to facilitate biological nutrient removal; and

WHEREAS, an engineering review has determined the amount of air (measured in standard cubic feet per minute, or “scfm”) that is required to meet DNR “firm capacity” requirements; and

WHEREAS, three of the four required WWTP aeration blowers have been replaced over the past five years, but the remaining Turblex blower is at the end of its expected life; and

WHEREAS, the new proposed blower is envisioned to be specifically designed with turn-down capability to meet the WWTP’s lowest demand, saving energy by not “wasting” air; and

WHEREAS, Donohue & Associates, Inc. provided an engineering proposal in response to a WWTP RFP (request for proposals) process; and

WHEREAS, Donohue & Associates, Inc. is the company which, in the WWTP staff’s opinion, is most qualified to compile specifications for a replacement blower and design its installation; and

WHEREAS, Donohue & Associates, Inc.’s cost proposal is in line with the 2025 budget for this work.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Donohue & Associates, Inc. of Sheboygan in the amount of \$58,535.00, on a form approved by the City Administrator and City Attorney, for engineering services related to the replacement of a WWTP aeration blower.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 630361-641100 (Wastewater Fund – Wastewater – Improvements other than Buildings) in payment of same.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



AGENDA ITEM MEMORANDUM

DATE: 12/1/2025

TO: Public Works Committee

FROM: Jordan Skiff, Wastewater Superintendent

SUBJECT: Resolution 144-25-26 – A Resolution authorizing City officials to enter into a contract with Donohue & Associates, Inc. for engineering services related to the replacement of a wastewater treatment plant (WWTP) aeration blower.

Resolution 145-25-26 – A Resolution authorizing City officials to enter into a contract with Strand Associates for engineering services related to studying major factors to be considered should a wastewater treatment plant (WWTP) expansion be required in the future.

ISSUE

Should the Public Works Committee recommend approval of two proposed contracts, obligating 2025 funds still this year?

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

At the December 15, 2025 City Council meeting, I am requesting approval of the following two engineering contracts. Both contracts are the result of an RFP (request for proposals) process, used to identify the consultant wastewater staff believed to be the most qualified for each project, and who offered reasonable pricing.

- A \$58,535 lump sum contract with Donohue Associates to replace the fourth (and final) older aeration blower at the wastewater treatment plant. Donohue completed the design for two other blowers in 2024, is very familiar with our aeration system, and performed process and programming work in the 2024 project that will dovetail well into this one. Their proposed design and management costs are very close to our 2025 budget.
- A \$50,000 lump sum contract with Strand Associates to study the major components of a possible future wastewater treatment plant expansion. While current Plant flows are well within our capacity, significant industrial growth in the coming years or decades could lead to the need for an expansion. (Please note this study is not being undertaken at this time because of a specific project or prospect.) Strand's proposal provided some early regulatory, structural and process considerations that should be explored, and matched the budgeted amount for this project.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

IF APPROVED, NEXT STEPS

These contracts will be entered into with these two firms, and the work will begin in early 2026. Strand's study is due in June 2026. Donohue's design is expected to wrap up in the first half of 2026, but procuring the new blower and having it installed will likely extend into early 2027.

**CITY OF SHEBOYGAN
RESOLUTION 145-25-26**

BY ALDERPERSONS DEKKER AND RUST

DECEMBER 8, 2025.

A RESOLUTION authorizing City officials to enter into a contract with Strand Associates for engineering services related to studying major factors to be considered should a wastewater treatment plant (WWTP) expansion be required in the future.

WHEREAS, the Sheboygan Regional WWTP's current average flows of approximately 11 mgd (million gallons per day) are well within its design capacity of 18 mgd; and

WHEREAS, the City of Sheboygan and its satellite communities are committed to economic development; and

WHEREAS, sustained growth and/or a single "wet" industry could bring average flows perilously close to the WWTP's 18 mgd design capacity; and

WHEREAS, it is prudent to establish some general plans and development triggers well in advance of any need to expand; and

WHEREAS, Strand Associates provided an engineering proposal in response to a WWTP RFP (request for proposals) process; and

WHEREAS, Strand's proposal was well-researched and provided early ideas for ways to use either physical growth or "intensification" of existing processes to meet increased capacity demands, making Strand the company which, in the WWTP staff's opinion, is most qualified to complete this study; and

WHEREAS, Strand's cost proposal is in line with the 2025 budget for this work.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Strand Associates of Madison in the amount of \$50,000.00, on a form approved by the City Administrator and City Attorney, for engineering services related to studying major factors should the WWTP need to expand in the future.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 630361-631200 (Wastewater Fund – Wastewater - Building Improvements) in payment of same.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan