



PUBLIC WORKS COMMITTEE AGENDA

June 09, 2025 at 5:00 PM

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

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

Notice of the Public Works Committee meeting at 5:00 PM or immediately following the Licensing, Hearings, and Public Safety Committee meeting, MONDAY, June 9, 2025 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI.

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

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

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

MINUTES

5. Approval of Minutes: May 27, 2025

ITEMS FOR DISCUSSION & POSSIBLE ACTION

Open to public discussion - limit of three minutes per person with comments pertaining to items on the agenda.

6. Direct Referral Res. No. 28-25-26 / A resolution authorizing an amendment to the 2025 budget to reallocate unused Street Improvements budget to Street Lighting Improvements.
7. Direct Referral Res. No. 29-25-26 / A resolution approving a Purchase Agreement with Spectrum Lighting and Controls for the purchase of 165 LED lamp fixtures.
8. Direct Referral Res. No. 32-25-26 / A resolution authorizing the appropriate City officials to execute the Ground Lease Agreement between the City of Sheboygan and Blue Line Association, Inc., for continued use of 1202 S. Wildwood Avenue, Sheboygan, Wisconsin.

- [9.](#) Direct Referral Res. No. 31-25-26 / A resolution authorizing the use of a designated portion of Deland Beach as a boat launch and storage site as part of the 2025 Midwest Powerboat Racing Event.
- [10.](#) Direct Referral Res. No. 37-25-26 / A resolution authorizing appropriate City officials to enter into a contract with Stantec Consulting Services, Inc. to perform environmental activities associated with the development of the former Mayline property.
- [11.](#) Direct Referral Gen. Ord. No. 7-25-26 / An ordinance amending Section 60-131 of the Sheboygan Municipal Code so as to allow shoreland boat launching.
- [12.](#) Direct Referral Res. No. 38-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to expend general funds to purchase a John Deere 320 Tractor Backhoe for use by the Department of Public Works.
- [13.](#) Direct Referral Res. No. 34-25-26 / A resolution authorizing the appropriate City officials to execute a Use and Services Agreement with Riverside Disc Golf, LLC regarding the operation of a disc golf concession facility at Vollrath Park.
- [14.](#) Direct Referral Gen. Ord. No. 8-25-26 / An ordinance amending sections 22-93 and 22-97 of the Sheboygan Municipal Code relating to post-construction stormwater management.
- [15.](#) Direct Referral Res. No. 39-25-26 / A resolution authorizing an amendment to the Foth Infrastructure and Environment, LLC agreement dated April 12, 2024, to include services for additional design and construction administrative services for the Gartman Farm Subdivision Design.
- [16.](#) Direct Referral Res. No. 41-25-26 / A resolution informing the Wisconsin Department of Natural Resources that the 2024 Compliance Maintenance Annual Report has been reviewed.

NEXT MEETING DATE

17. Next Regular Meeting Date: June 23, 2025

ADJOURNMENT

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

Tuesday, May 27, 2025

COMMITTEE MEMBERS PRESENT: Chair Dean Dekker, Vice Chair Zach Rust (arrived at 5:05 pm), Alderperson John Belanger, Alderperson Ryan Menzer, Alderperson Susie Boorse

STAFF/OFFICIALS PRESENT: City Administrator Casey Bradley, Alderperson Michael Close, Director of Public Works Travis Peterson, City Engineer Kevin Jump, Parks Manager Joe Kerlin, Fire Chief Eric Montellano, Deputy City Attorney Liz Majerus, WSCS Program Director Scott Mealiff, Administrative Clerk Stacy Weseljak

OTHERS PRESENT: Andrew Jakus, Asher Heimermann

OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: May 12, 2025

MOTION TO APPROVE MINUTES FROM MAY 12, 2025

Motion made by Alderperson Belanger, Seconded by Alderperson Menzer.

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

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. R. C. No. 288-24-25 by Public Works Committee to whom was referred Res. No. 96-24-25 / A resolution authorizing the appropriate City officials to execute a Memorandum of Understanding with Friends of the Shaw Family Playground, Inc. regarding the terms and understanding between the parties with regard to the playground designed for use by children of all abilities; recommends referred to the 2025-2026 Council.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Menzer.

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

7. Res. No. 15-25-26 / A resolution authorizing the appropriate City officials to execute a Use and Services Agreement with Second Revolution, LLC regarding the use of the Deland Beach House overlooking the Deland Park Beach at 1037 Broughton Drive.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Menzer.

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

8. Direct Referral Res. No. 17-25-26 / A resolution authorizing the appropriate City officials to execute an Underground Electric and Communication Easement for Alliant Energy at Roosevelt Park (Parcel No. 59281308240).

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Menzer.

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

9. Direct Referral Res. No. 18-25-26 / A resolution authorizing the appropriate City officials to enter into a contract with JT Engineering, Inc. regarding construction management services during the Commerce/Mayline reconstruction project.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Menzer.

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

NEXT MEETING DATE

10. Next Regular Meeting Date: June 9, 2025

ADJOURNMENT

11. Motion to adjourn

MOTION TO ADJOURN AT 5:15 PM

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

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



AGENDA ITEM MEMORANDUM

DATE: 6/2/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 28-25-26 – A resolution authorizing an amendment to the 2025 budget to reallocate unused Street Improvements budget to Street Lighting Improvements.

ISSUE

Should the Public Works Committee recommend approving the budget transfer for street lights?

STAFF RECOMMENDATION

Staff recommends approving the budget transfer.

BACKGROUND/DISCUSSION

Sheboygan County and the Wisconsin Department of Transportation (WisDOT) are currently reconstructing Weeden Creek Road from South 12th Street to South Business Drive. During the design phase, City staff collaborated with Sheboygan County and WisDOT to plan for street light installation within the City limits along Weeden Creek Road. At that time, both City and County officials agreed the City would cover the cost of the street lights.

Initially, funding for this project was incorporated into the City's Capital Improvement Plan, but funding was later removed from the Capital Improvement Plan by previous staff. Funding was omitted from the most recent Capital Improvement Plans, as current staff was unaware of the prior agreement.

Public Works staff and City management recognize the importance of installing street lights along Weeden Creek Road, particularly in anticipation of future development at the Gartman Farm property.

Fortunately, this year's Street Improvement projects have been completed at lower-than-expected costs, making funds available to proceed with the planned street light installation.

FUNDING IMPACT

The funding for the street lights would be moved from the Capital Fund - Public Works - Street Improvements to the Capital Fund - Public Works - Other Equipment.

IF APPROVED, NEXT STEPS:

If approved, City staff will notify Sheboygan County and WisDOT the funding is available for the street lights.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 28-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 9, 2025

A RESOLUTION authorizing an amendment to the 2025 budget to reallocate unused Street Improvements budget to Street Lighting Improvements.

WHEREAS, Sheboygan County is reconstructing Weeden Creek Road (CTH EE) and the previous City of Sheboygan Department of Public Works staff requested that street lights be installed along Weeden Creek Road, within the city limits, at the City's cost; and

WHEREAS, no funding was requested or allocated for this expenditure; and

WHEREAS, current Public Works staff and city management agree that with the future development of the Gartman Farm property, street lights should be installed along Weeden Creek Road; and

WHEREAS, the design and bidding of the 2025 Street Improvement Projects have resulted in lower than expected costs; and

WHEREAS, City management believes it is in the City's best interest to utilize the available funds to pay for street lighting along Weeden Creek Road, within the city limits.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director be authorized to take the steps necessary to transfer \$471,103.22 from Capital Fund – Public Works – Street Improvements to Capital Fund – Public Works – Other Equipment via the following 2025 budget amendment:

INCREASE:

Capital Fund – Public Works – Other Equipment	\$471,103.22
(Acct. No. 400300-659100)	

DECREASE:

Capital Fund – Public Works – Street Improvements	\$471,103.22
(Acct. No. 400300-641200)	

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: 5-20-25

TO: Public Works Committee

FROM: Joel Kolste – Deputy Director of Field Operations

SUBJECT: Resolution 29-25-26 – A resolution approving a Purchase Agreement with Spectrum Lighting and Controls for the purchase of 165 LED lamp fixtures.

ISSUE

Should the Public Works Committee recommend approval for the City to purchase 165 LED lamp fixtures from Spectrum Lighting and Controls?

STAFF RECOMMENDATION

Staff recommends approval of the resolution to complete the multi-year street light upgrade project.

BACKGROUND / DISCUSSION

This purchase will complete the City's multi-year conversion project in which all incandescent, high-pressure sodium and metal halide lamp fixtures are converted to energy efficient LED bulbs and fixtures throughout the City's street light network. The purchase of these lamp fixtures are specific in nature to be compatible with the existing lamp post as these components are not being replaced. Also, Lumec Fixtures have been installed by City staff over the past several years and the wish is to match these new fixtures with existing fixtures previously installed under the LED upgrade program. In general, the following decorative light post locations remain to be converted to LED under this purchase are:

- Indiana Avenue – 14th Street west to the bridge west of South 17th Street
- North 4th Street (area around the YMCA)
- North 7th Street and Niagara Avenue (Grandstay Hotel)
- St. Clair Avenue – North 14th Street to North 9th Street
- North 10th Street / Water Street / Wisconsin Avenue
- Ontario Avenue (Starbucks)
- South 13th Street (Area behind Sheridan Park)
- Kiwanis Park
- Cole Park
- Sheridan Park

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

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AGENDA ITEM MEMORANDUM (CONT.)

Three bids were received

ITEM	Spectrum Lighting Waukesha WI	Werner Electric Supply Sheboygan Falls WI	ESB Lights Mineola FL
Lumec S55C2- 80W48LED4K-G3- ACDR-LE3-UNV- DMG-SFX-BKTX (157 Each)	\$2,086.00 EA \$327,502.00	\$2,468.48 EA \$387,551.36	\$2,628.38 \$412,655.66
Lumec S55C2- 80W48LED4K-G3- ACDR-LE3-UNV- DMG-SFX-BKTX (8 Each)	\$2,086.00 \$16,688.00	\$2,468.48 \$19,747.84	\$2,628.38 \$21,027.04
DELIVERY ARO	90 Days	8-10 Weeks	70 Days
TOTAL including Delivery	\$344,190.00	\$407,299.20	\$433,682.62

FUNDING IMPACT

At a cost of \$2,086.00 per lamp fixture, the funding requirement will be \$344,190.00 to purchase the 165 lamp fixtures from Spectrum Lighting, Waukesha WI.

The funding source for this purchase is through the Capital Improvement Fund (Capital Projects Public Works – Other Equipment Account No. 400300-659100) as identified in the approved 2025 – 2029 Capital Improvement Plan.

IF APPROVED, NEXT STEPS:

Following Council approval, Department of Public Works staff will purchase the LED lamps and begin the installation with the anticipation of completing all related work by the end of 2025.

**CITY OF SHEBOYGAN
RESOLUTION 29-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 9, 2025

A RESOLUTION approving a Purchase Agreement with Spectrum Lighting and Controls for the purchase of 165 LED lamp fixtures.

WHEREAS, the City of Sheboygan has advertised for bids to purchase 165 LED Lumec luminaires fixtures; and

WHEREAS, the lowest bid of the three (3) received was from Spectrum Lighting and Controls for \$344,190.00; and

WHEREAS, the City's Purchasing Agent has reviewed the bids and determined that the low bid met project specifications and standards; and

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

WHEREAS, the City of Sheboygan's Department of Public Works is making improvements to the City's street light network by upgrading all existing incandescent, high-pressure sodium and metal halide lamp fixtures throughout the City so as to increase reliability, reduce electrical cost and standardize lamp fixtures where applicable.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached purchasing agreement with Spectrum Lighting and Control for supplying said lamp fixtures.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 400300-659100 (Capital Projects Public Works – Other Equipment), upon the agreement being fully executed by all parties, 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



Spectrum Lighting
 N8 W22520 Johnson Dr.
 Waukesha WI 53186
 Phone: (262) 970-0300
 Fax: 262-970-0350
From: Bill Jahn
Quoter Ph: 262-522-0962

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Project Sheboygan LED Conversion
Location Sheboygan WI
Quote SLC25-10786-5

To: BERNARD RAMMER
 CITY OF SHEBOYGAN
 828 CENTER AVE
 SUITE 208
 SHEBOYGAN WI 53081
 Phone: 920-459-3469
 EMail: Bernard.rammer@sheboyganwi.

For
Bid Date May 6, 2025
Expires Jun 5, 2025
Specifier: City of Sheboygan

QTY	Type	MFG	Part	Price	UQ	ExtPrice
157		LUME	S55C2-80W48LED4K-G3-ACDR-LE3-UNV-DMG-SFX-BKTX	\$2,086.00		\$327,502.00
8		LUME	S55C2-80W48LED3K-G3-ACDR-LE3-UNV-DMG-SFX-BKTX	\$2,086.00		\$16,688.00
				Total:		\$344,190.00

Terms and conditions of sale:

1. This quotation represents our interpretation of project requirements based upon information provided to us. If job requirements differ from this quotation, we reserve the right to revise accordingly.
- 2 Prices are each, less accessories, unless noted, and based on all types shown.
3. Prices valid for 30 days.
4. Manufacturers standard terms and conditions apply unless otherwise noted.
5. Quantities may vary and are dependent upon information provided to Spectrum Lighting. Please confirm the fixture count accuracy of all types quoted. Any variations in quoted quantities may lead to significant differences in project price.
6. Quote includes standard finish unless noted.
7. Costs involved in staging project are not included unless noted and negotiated.
8. This quotation supersedes all previous versions rendering them null and void.

PLEASE REFER TO QUOTE # AT TOP OF SHEET UPON ORDER ENTRY!!!

Mfg Terms:	Freight	Minimum	Allowance
SIGN	Allowance	Order	Amount
SIGNIFY	Freight Allowed		\$3,000.00

ORDERS UNDER \$3,000 WILL BE CHARGED A FLAT \$200.00 UNLESS
 A UPS OR FEDEX ACCT IS APPLIED

5 POLES OR LESS WILL BE INVOICED A SEPERATE FLAT \$300.00
 CHARGE



Lumec's Serenade DSX LED post top luminaires are a beautiful staple of elegance and subtlety with a mighty and brilliant heart. It can be used to accentuate any environment no matter how harsh the prevailing conditions might be. The Serenade is a straightforward, no-nonsense luminaire, designed for performance and reliability.

Project: _____

Location: _____

Cat.No: _____

Type: _____

Lamps: _____ Qty: _____

Notes: _____

Ordering guide: Luminaire

Example: S55-72W32LED4K-G3-ACDR-LE3-120-DMG-SFX-RC-BKTX

Series	LED module	Gen	Globe material	Optical system	Voltage	Driver options	Adapters
S55		G3					
S55 Serenade DSX	4000K 35W32LED4K 55W32LED4K 55W48LED4K 72W32LED4K 80W48LED4K 108W48LED4K	3000K 35W32LED3K 55W32LED3K 55W48LED3K 72W32LED3K 80W48LED3K 108W48LED3K	G3 ACDR Acrylic globe GL Glass globe	LE2 Type II (ASYM) LE3 Type III (ASYM) LE3W Type III (ASYM) wide LE4 Type IV (ASYM) LE5¹ Type V (SYMM)	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V	AST² Pre-set, progressive start-up CLO² Pre-set, manage lumen depreciation DALI² Pre-set, compatible with the DALI control system OTL² Pre-set to signal end of life of the lamp DMG 0-10V CDMGE25² 8 hrs. 25% reduction CDMGE50² 8 hrs. 50% reduction CDMGE75² 8 hrs. 75% reduction CDMGM25² 6 hrs. 25% reduction CDMGM50² 6 hrs. 50% reduction CDMGM75² 6 hrs. 75% reduction CDMGS25² 4 hrs. 25% reduction CDMGS50² 4 hrs. 50% reduction CDMGS75² 4 hrs. 75% reduction SRD¹ Sensor ready driver (standard configuration) SRD1¹ Sensor ready driver (alternate configuration)	SFOK Oak leaf fitter SFX Standard fitter

Ordering guide (continued)

Luminaire options	Poles & Brackets	Finish
BC Block connector BST Brass decorative cupola BSTC Brass decorative cupola with clear coat CPT Copper decorative cupola CPTC Copper decorative cupola with clear coat CR55 Decorative crown FN2 Decorative finial FN3 Decorative finial FN4 Decorative finial FN8 Decorative finial FN9 Decorative finial FN10 Decorative finial FN11 Decorative finial FNC Finial painted copper HS House Side Shield OVR Override function PH8 Photoelectric cell PH9 Shorting Cap PHXL Photoelectric cell, extended life RC³ Receptacle 3 pin RCD7⁴ Receptacle 7 pin SP2 Surge protector TN2.875C 2 7/8" dia. Tenon adaptor TN3 3" dia. Tenon adaptor TN3.5 3 1/2" dia. Tenon adaptor	Consult signify.com/outdoorluminaires for details and the complete line of Signify poles and brackets.	BE2TX Textured midnight blue BE6TX Textured ocean blue BE8TX Textured royal blue BG2TX Textured Sandstone BKTX Textured black BRTX Textured bronze GN4TX Textured blue green GN6TX Textured forest green GN8TX Textured Dk forest green GNTX Textured green GR Gray sandtex GY3TX Textured medium grey NP Natural aluminum RD2TX Textured burgundy RD4TX Textured scarlet TG Hammetone gold WHTX Textured white

1. Not available with **HS** option.
 2. Not available 347-480 volt.
 3. Use of photoelectric cell or shorting cap is required to ensure proper illumination.
 4. The RCD7 is located on top of the fitter, inside the globe.

Note: If 5 or 7 pin receptacle is required contact factory.

S55 – S55C1–C2 Serenade DSX LED

Item 7.

Urban Luminaire

Ordering guide: Luminaire

Example: S55C1-72W32LED4K-G3-ACDR-LE3-120-DMG-SFX-RC-BKTX

Series	LED module		Gen	Globe material	Optical system	Voltage	Driver options	Adapters
			<div>G3</div>					
S55C1 Serenade DSX	4000K	3000K	G3	ACDR Acrylic globe GL Glass globe	LE2 Type II (ASYM)	120 120V	AST ² Pre-set, progressive start-up	SFOK Oak leaf fitter SFX Standard fitter
	35W32LED4K	35W32LED3K			LE3 Type III (ASYM)	208 208V	CLO ² Pre-set, manage lumen depreciation	
	55W32LED4K	55W32LED3K			LE3W Type III (ASYM) wide	240 240V	DALI ² Pre-set, compatible with the DALI control system	
S55C2 Serenade DSX	55W48LED4K	55W48LED3K			LE4 Type IV (ASYM)	277 277V	OTL ² Pre-set to signal end of life of the lamp	
	72W32LED4K	72W32LED3K			LE5 ¹ Type V (SYMM)	347 347V	DMG 0-10V	
	80W48LED4K	80W48LED3K				480 480V	CDMGE25 ² 8 hrs. 25% reduction	
	108W48LED4K	108W48LED3K					CDMGE50 ² 8 hrs. 50% reduction	
							CDMGE75 ² 8 hrs. 75% reduction	
							CDMGM25 ² 6 hrs. 25% reduction	
							CDMGM50 ² 6 hrs. 50% reduction	
				CDMGM75 ² 6 hrs. 75% reduction				
					CDMGS25 ² 4 hrs. 25% reduction			
					CDMGS50 ² 4 hrs. 50% reduction			
					CDMGS75 ² 4 hrs. 75% reduction			
					SRD ¹ Sensor ready driver (standard configuration)			
					SRD1 ¹ Sensor ready driver (alternate configuration)			

Ordering guide (continued)

Luminaire options	Poles & Brackets	Finish
BC Block Connector BS Brass decorative band BSC Brass decorative band with clear coat BST Brass decorative cupola BSTC Brass decorative cupola with clear coat CPT Copper decorative cupola CPTC Copper decorative cupola with clear coat CU Copper decorative band CUC Copper decorative band with clear coat FN2 Decorative finial FN3 Decorative finial FN4 Decorative finial FN8 Decorative finial FN9 Decorative finial FN10 Decorative finial FN11 Decorative finial FNC Finial painted copper HS House Side Shield OVR Override function PH8 Photoelectric cell PH9 Shorting Cap PHXL Photoelectric cell, extended life RC³ Receptacle 3 pin RCD7⁴ Receptacle 7 pin SP2 Surge protector TN2.875C 2 7/8" dia. Tenon adaptor TN3 3" dia. Tenon adaptor TN3.5 3 1/2" dia. Tenon adaptor	Consult signify.com/outdoorluminaires for details and the complete line of Signify poles and brackets.	BE2TX Textured midnight blue BE6TX Textured ocean blue BE8TX Textured royal blue BG2TX Textured Sandstone BKTX Textured black BRTX Textured bronze GN4TX Textured blue green GN6TX Textured forest green GN8TX Textured Dk forest green GNTX Textured green GR Gray sandtex GY3TX Textured medium grey NP Natural aluminum RD2TX Textured burgundy RD4TX Textured scarlet TG Hammettone gold WHTX Textured white

1. Not available with **HS** option.

2. Not available 347-480 volt.

3. Use of photoelectric cell or shorting cap is required to ensure proper illumination.

4. The RCD7 is located on top of the fitter, inside the globe.

Note: If 5 or 7 pin receptacle is required contact factory.

Ordering guide: Motion Response

example: ACC-120-MR4PGI-BKTX

Accessory	Voltage	Module	Finish
ACC			
	120 120V 277 277V	MR4PG1 Single grey MR4PG2 Double grey MR4PW1 Single white MR4PW2 Double white	(Consult Signify representative)

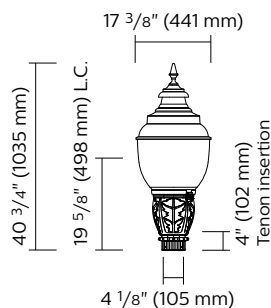
***OVR** option is required for Motion Response Accessory

S55 – S55C1-C2 Serenade DSX LED

Item 7.

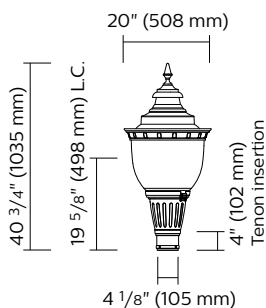
Urban Luminaire

Dimensions



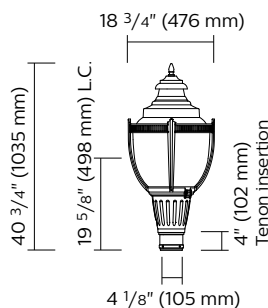
S55-SFOK

EPA: 2.25 sq. ft
Weight: 58 lbs (26.31 kg)



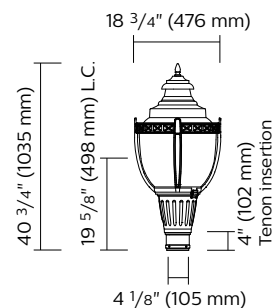
S55-SFX-CR55

EPA: 2.50 sq. ft
Weight: 63 lbs (28.58 kg)



S55C1-SFX

EPA: 2.60 sq. ft
Weight: 62 lbs (28.12 kg)



S55C2-SFX

EPA: 2.57 sq. ft
Weight: 58 lbs (26.31 kg)

Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L₇₀ is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L₇₀ hours limited to 6 times actual LED test hours.

Ambient Temperature °C	Driver mA	Calculated L ₇₀ Hours	L ₇₀ per TM-21	Lumen Maintenance % at 60,000 hrs
35°C	700 mA	>100,000 hours	>60,000 hours	>85%

S55 – S55C1-C2 Serenade DSX LED

Item 7.

Urban Luminaire

LED Wattage and Lumen Values: for S55-S55C1-C2

Ordering Code: (4000K)	Total LEDs	System current (mA)	Average System Watts¹ (W)	LE2			LE3			LE2W			LE4			LE5		
				Lumen Output²	BUG Rating	Efficacy (LPW)	Lumen Output²	BUG Rating	Efficacy (LPW)	Lumen Output²	BUG Rating	Efficacy (LPW)	Lumen Output²	BUG Rating	Efficacy (LPW)	Lumen Output²	BUG Rating	Efficacy (LPW)
Globe 3000K (S55)																		
35W32LED3K-G3-x	32	350	37	4080	B1-U3-G1	110	4185	B1-U3-G2	113	4361	B1-U3-G2	118	4299	B1-U3-G2	116	4560	B3-U3-G2	123
55W32LED3K-G3-x	32	530	54	5803	B2-U3-G2	107	5952	B2-U3-G2	110	6202	B2-U3-G2	115	6113	B1-U3-G2	113	6486	B3-U3-G2	120
72W32LED3K-G3-x	32	700	71	7256	B2-U3-G2	102	7442	B2-U3-G2	105	7756	B2-U3-G3	109	7644	B2-U3-G2	108	8110	B4-U3-G2	114
55W48LED3K-G3-x	48	350	54	6215	B2-U3-G2	116	6375	B2-U3-G2	119	6643	B2-U3-G2	124	6548	B1-U3-G2	122	6947	B3-U3-G2	130
80W48LED3K-G3-x	48	530	80	8855	B2-U3-G2	111	9082	B2-U3-G2	114	9465	B2-U3-G3	118	9328	B2-U3-G3	117	9897	B4-U3-G3	124
108W48LED3K-G3-x	48	700	104	11108	B3-U3-G3	107	11393	B2-U3-G3	110	11873	B3-U3-G3	114	11702	B2-U3-G3	113	12415	B4-U3-G3	119
Globe 4000K (S55)																		
35W32LED4K-G3-x	32	350	37	4284	B1-U3-G1	116	4394	B1-U3-G2	119	4579	B1-U3-G2	124	4513	B1-U3-G2	122	4788	B3-U3-G2	129
55W32LED4K-G3-x	32	530	54	6093	B2-U3-G2	113	6250	B2-U3-G2	116	6513	B2-U3-G2	121	6419	B1-U3-G2	119	6810	B3-U3-G2	126
72W32LED4K-G3-x	32	700	71	7619	B2-U3-G2	107	7814	B2-U3-G2	110	8144	B2-U3-G3	115	8027	B2-U3-G2	113	8516	B4-U3-G3	120
55W48LED4K-G3-x	48	350	54	6526	B2-U3-G2	122	6694	B2-U3-G2	125	6975	B2-U3-G2	130	6875	B1-U3-G2	129	7294	B3-U3-G2	136
80W48LED4K-G3-x	48	530	80	9297	B2-U3-G2	116	9536	B2-U3-G3	119	9938	B2-U3-G3	124	9795	B2-U3-G3	122	10391	B4-U3-G3	130
108W48LED4K-G3-x	48	700	104	11663	B3-U3-G3	112	11963	B3-U3-G3	115	12467	B3-U3-G3	120	12287	B2-U3-G3	118	13036	B4-U3-G3	125
Globe with cage 3000K (S55C1)																		
35W32LED3K-G3-x	32	350	37	3694	B1-U3-G1	100	3793	B1-U3-G1	103	3986	B1-U3-G2	108	3900	B1-U3-G2	105	4224	B3-U3-G2	114
55W32LED3K-G3-x	32	530	54	5253	B1-U3-G1	97	5394	B1-U3-G2	100	5669	B2-U3-G2	105	5547	B1-U3-G2	103	6007	B3-U3-G2	111
72W32LED3K-G3-x	32	700	71	6569	B2-U3-G2	93	6745	B2-U3-G2	95	7088	B2-U3-G3	100	6936	B1-U3-G3	98	7511	B3-U3-G2	106
55W48LED3K-G3-x	48	350	54	5627	B2-U3-G2	105	5778	B1-U3-G2	108	6071	B2-U3-G2	113	5941	B1-U3-G2	111	6434	B3-U3-G2	120
80W48LED3K-G3-x	48	530	80	8016	B2-U3-G2	100	8231	B2-U3-G2	103	8650	B2-U3-G3	108	8464	B2-U3-G3	106	9166	B4-U3-G3	115
108W48LED3K-G3-x	48	700	106	10056	B2-U3-G2	95	10326	B2-U3-G3	97	10851	B2-U3-G3	102	10618	B2-U3-G3	100	11498	B4-U3-G3	108
Globe with cage 4000K (S55C1)																		
35W32LED4K-G3-x	32	350	37	3879	B1-U3-G1	105	3983	B1-U3-G1	108	4185	B1-U3-G2	113	4095	B1-U3-G2	111	4435	B3-U3-G2	120
55W32LED4K-G3-x	32	530	54	5516	B2-U3-G2	102	5664	B1-U3-G2	105	5952	B2-U3-G2	110	5824	B1-U3-G2	108	6307	B3-U3-G2	117
72W32LED4K-G3-x	32	700	71	6898	B2-U3-G2	97	7083	B2-U3-G2	100	7443	B2-U3-G3	105	7283	B1-U3-G3	103	7887	B4-U3-G2	111
55W48LED4K-G3-x	48	350	54	5908	B2-U3-G2	110	6067	B2-U3-G2	113	6375	B2-U3-G2	119	6238	B1-U3-G2	117	6755	B3-U3-G2	126
80W48LED4K-G3-x	48	530	80	8417	B2-U3-G2	105	8643	B2-U3-G2	108	9082	B2-U3-G3	114	8887	B2-U3-G3	111	9624	B4-U3-G3	120
108W48LED4K-G3-x	48	700	106	10559	B2-U3-G2	100	10842	B2-U3-G3	102	11394	B3-U3-G3	107	11149	B2-U3-G3	105	12073	B4-U3-G3	114

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at outdoorlighting.applications@signify.com.

Note: Some data may be scaled based on tests of similar. But not identical luminaires.

Specifications:

Housing

Finial: Decorative cast 356 aluminum, mechanically assembled.

Hood: Spun aluminum 1100 O dome, permanently assembled to the globe.

Guard (S55C1/C2 only): In a round shape, this guard is made of four cast aluminum 356 decorative arms and one decorative ring. The guard is welded to the fitter.

Fitter: Cast aluminum A360.1 c/w 4 set screws 3/8-16 UNC. Fits on a 4"(102mm) outside diameter by 4"(102mm) long tenon.

Access-mechanism

A cast A360.1 aluminum technical ring with latch and hinge. The mechanism shall offer tool free access to the inside of the luminaire. An embedded memory retentive gasket shall ensure weatherproofness.

Light engine

LED engine composed of 5 main components:
Heat Sink / Globe / LED lamp / Driver / Optical System

Electrical components are RoHS compliant.

LED engine

LED type: Lumileds LUXEON T. Composed of high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K) or Warm white, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min. 75 Typical.

Globe

One-piece, seamless, injection-molded impact-resistant (DR) acrylic or Glass globe having an inner prismatic surface with semi-prismatic house side shield and glare softening prisms on the street side. The smooth external finish offers self-cleaning properties. The globe is permanently sealed onto the access-mechanism.

Heat sink

Made of cast aluminum optimising the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

Driver

Driver comes standard with dimming compatible 0-10V. High power factor of 95%. Electronic driver, operating range 50/60 Hz. Auto adjusting universal voltage input from 120 to 277 VAC rated for both application line to line or line to neutral, Class I, THD of 20% max. Maximum ambient operating temperature from 40F(40C) to 130F(55C) degrees. Certified in compliance to UL1310 cULus requirement. Dry and damp location. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees. The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built in driver surge protection of 2.5kV (min).

S55 – S55C1-C2 Serenade DSX LED

Item 7.

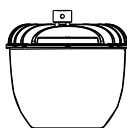
Urban Luminaire

Specifications:

Optical system

Composed of high performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM 63, LM 79 and TM 15 (IESNA) certifying its photometric performance. Street side indicated.

Prismatic globe: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with globe having an inner prismatic surface permanently sealed onto the lower part of the heat sink.



LE2 - Type II (ASYM)
LE3 - Type III (ASYM)
LE3W - Type III (ASYM) Wide
LE4 - Type IV (ASYM)
LE5 - Type V (SYMM)

Driver options

AST: Pre-set driver for progressive start-up of the LED module(s) to optimize energy management and enhance visual comfort at start-up.

CLO: Pre-set driver to manage the lumen depreciation by adjusting the power given to the LEDs offering the same lighting intensity during the entire lifespan of the LED module.

DALI: Pre-set driver compatible with the DALI control system.

OTL: Pre-set driver to signal end of life of the LED module(s) for better fixture management.

DMG: Dimmable driver 0-10V.

Order Code	Dimming		
	Scenario	Duration	Level
CDMG525	Safety	4 hours	25%
CDMG550	Safety	4 hours	50%
CDMG575	Safety	4 hours	75%
CDMG25	Median	6 hours	25%
CDMG50	Median	6 hours	50%
CDMG75	Median	6 hours	75%
CDMGE25	Economy	8 hours	25%
CDMGE50	Economy	8 hours	50%
CDMGE75	Economy	8 hours	75%

SRD: Sensor Ready Driver including SR communication (used for dimming and other functionalities), 24V auxiliary supply and a logical signal input (LSI) connected to the top NEMA twist lock receptacle.

SRD1: Sensor Ready Driver including SR communication (used for dimming and other functionalities) but with 24V auxiliary supply and a logical signal input (LSI) not connected to the top NEMA twist lock.

Luminaire options

BC: Block Connector

BST: Brass decorative cupola

BSTC: Brass decorative cupola with clear coat

CPT: Copper decorative cupola

CPTC: Copper decorative cupola with clear coat

FN2: Decorative finial



FN3: Decorative finial



FN4: Decorative finial



FN8: Decorative finial



FN9: Decorative finial



FN10: Decorative finial



FN11: Decorative finial



FNC: Finial painted copper

HS: House side shield

OVR: Override function

PH8: Photoelectric Cell, Twist-lock Type. Allows a 90° degree rotation.



PH9: Shorting cap, Twist-lock Type



PHXL: Extended life photoelectric cell, Twist-lock Type. Allows a 90° rotation.



RC: Receptacle 3 pin

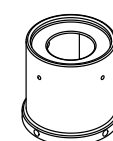


RCD7 Receptacle 7-pins



SP2: Integral surge protector

TN2.875: 2-7/8" dia. Tenon adaptor



S55 – S55C1-C2 Serenade DSX LED

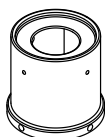
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Urban Luminaire

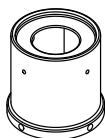
Specifications (continued)

Luminaire options (continued)

TN3: 3" dia. Tenon adaptor



TN3.5: 3-1/2" dia. Tenon adaptor



S55 (only)

CR55: Decorative crown

S55C1-C2 (only)

BS: Brass decorative band

BSC: Brass decorative band with clear coat

CU: Copper decorative band

CUC: Copper decorative band with clear coat

Surge Protector

Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line Ground, Line Neutral and Neutral Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA. **SP2** 20kV/20kA optional.

Wiring

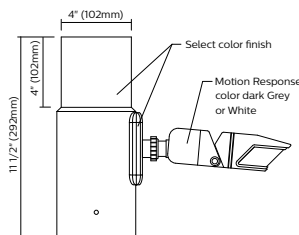
Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire.

Hardware

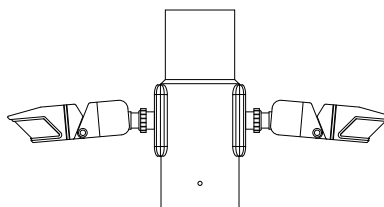
All exposed screws shall be complete with Ceramic primer-seal base coat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Motion Response

Tenon mount motion response provides 270° coverage on an adjustable knuckle. The coverage equals to up to 6 times the sensor height. It is an option offered jointly with the Dynadimmer **OVR** option, that can bring the light up to 100% when the motion response is triggered. It is available in a single or double mounting option. Finish options for the motion response device are white or dark gray. Finish options for the tenon must be specified to match the luminaire and pole. The tenon mount is fully rotatable 360°. This option is available for a 4" OD x 4" long tenon. See instruction sheet for time setting functionality (12 second to 16 minute turn off options) and for mounting instructions.



MR4PG1 or MR4PW1



MR4PG2 or MR4PW2

Luminaire adapters

SFOK: Oak leaf fitter. Fits on a 4" (102mm) outside diameter by 4" (102mm) long tenon.



SFX: Standard fitter. Fits on a 4" (102mm) outside diameter by 4" (102mm) long tenon.



Finish

In accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with +/- 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard. The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

Finish Options Include:

BE2TX: Textured Midnight Blue
BE6TX: Textured Ocean Blue
BE8TX: Textured Royal Blue
BG2TX: Textured Sandstone
BKTX: Textured Black
BRTX: Textured Bronze
GN4TX: Textured Blue Green
GN6TX: Textured Forest Green
GN8TX: Textured Dark Forest Green
GNTX: Textured Green
GR: Gray Sandtex
GY3TX: Textured Medium Grey
NP: Natural Aluminum
RD2TX: Textured Burgundy
RD4TX: Textured Scarlet
TG: Hammer-tone Gold
WHTX: Textured White

Luminaire useful life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, System Reliability Tool, Advance data and Lumileds LM-80/TM-21 data, expected to reach 100,000+ hours with >L70 lumen maintenance @ 25°C (32LED's at 1050mA is 88,000). Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion. Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +35°C / +95°F.

LED products (manufacturing standard)

The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340 5 1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

Quality control

Manufactured to ISO 9001 2008 standards and ISO 14001-2004 International Quality Standards Certification.

Certifications and Compliance

CSA, cULus Listed for Canada and USA. Serenade LED luminaires are DesignLights Consortium qualified.

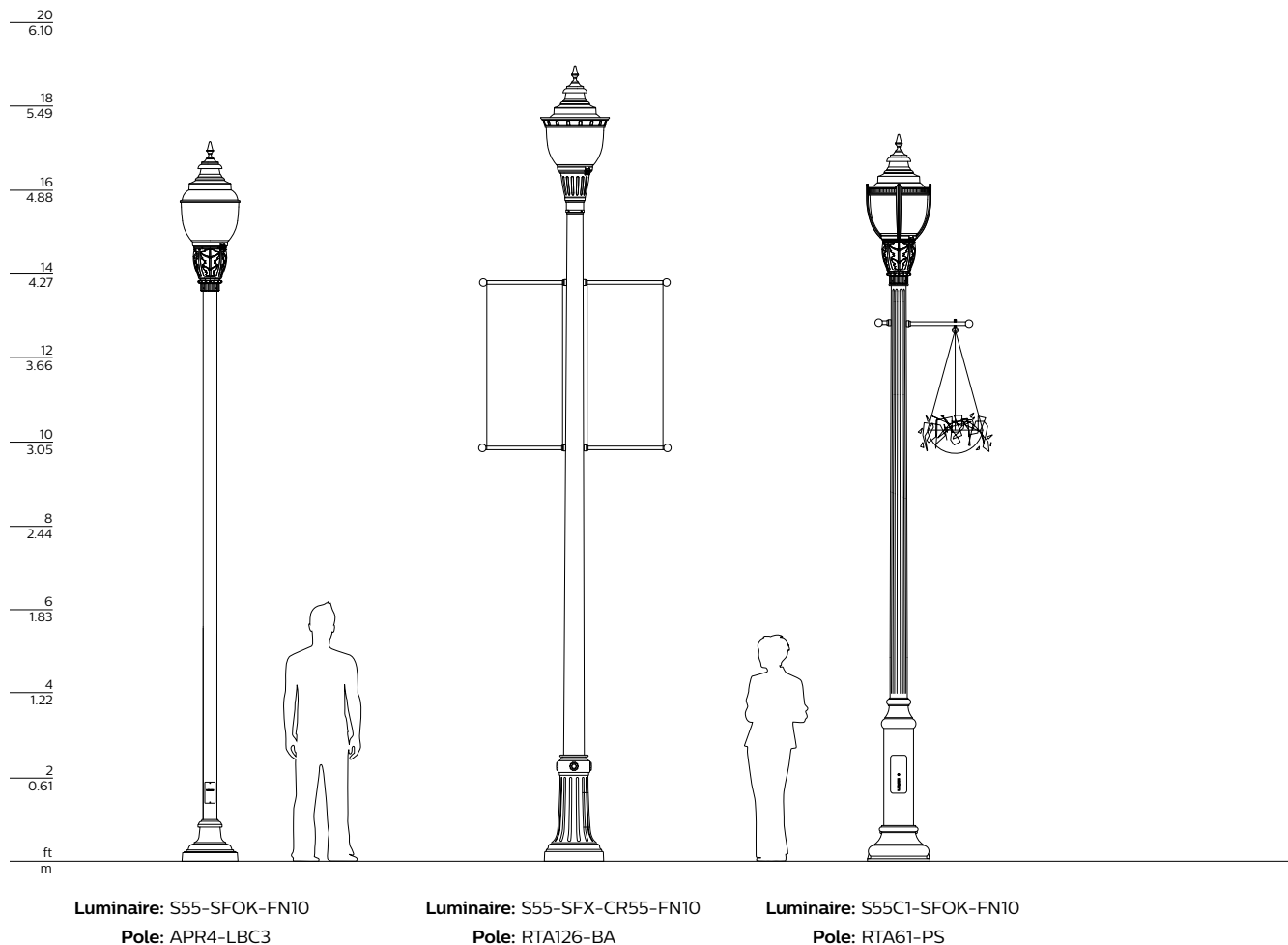
S55 – S55C1-C2 Serenade DSX LED

Item 7.

Urban Luminaire

Specifications (continued):

Poles & Brackets Sample configurations.



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AGENDA ITEM MEMORANDUM

DATE: 06/04/2025

TO: Public Works Committee

FROM: Joe Kerlin, Parks Manager

SUBJECT: Resolution No. 32-25-26 – A resolution authorizing the appropriate City officials to execute the Ground Lease Agreement between the City of Sheboygan and Blue Line Association, Inc., for continued use of 1202 Wildwood Avenue, Sheboygan, Wisconsin.

ISSUE

Should the Public Works Committee recommend authorizing the appropriate City officials to execute the Ground Lease Agreement between the City of Sheboygan and Blue Line Association, Inc., for continued use of 1202 S. Wildwood Avenue, as a multi-purpose recreational facility containing, among other things, an indoor ice-skating rink for use by the public?

STAFF RECOMMENDATION

Staff recommends approval of the Ground Lease Agreement.

BACKGROUND/DISCUSSION

Since 1988, the Blue Line Association, Inc. has leased the property located at 1202 S. Wildwood Avenue from the City. Blue Line constructed and operated a multi-purpose recreational facility containing an indoor ice-skating rink as well as an event center for other revenue generating activities.

Blue Line has been exceptional in providing indoor ice-skating related activities to the public, schools, clubs and providing community events. The Blue Line Association built the facility and fully maintains it with no financial aid from the City.

Blue Line has leased the City property since 1988. They had a 25-year lease with options to extend the lease for successive ten-year periods by notifying the City. In 2023, they missed an extension request due to staffing changes.

This new agreement will be for an initial 10 years with option to extend the lease for successive five-year periods by notifying the City.

FUNDING IMPACT

The rent will remain at \$1.00 annually, As stated above, there is no funding expense to the City.

IF APPROVED, NEXT STEPS:

The Blue Line Association, Inc., will continue to operate the property if approved by Council.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 32-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 9, 2025.

A RESOLUTION authorizing the appropriate City officials to execute the Ground Lease Agreement between the City of Sheboygan and Blue Line Association, Inc., for continued use of 1202 S. Wildwood Avenue, Sheboygan, Wisconsin.

RESOLVED: That the appropriate City officials are hereby authorized to execute the attached Ground Lease Agreement between the City of Sheboygan and Blue Line Association, Inc.

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

**GROUND LEASE AGREEMENT
BETWEEN
CITY OF SHEBOYGAN
AND
SHEBOYGAN BLUE LINE ASSOCIATION, INC.**

This Lease Agreement (the “Agreement”) is made and entered into as of the ____ day of _____, 2025, between the City of Sheboygan, Wisconsin, a municipal corporation, (“City”), and Sheboygan Blue Line Association, Inc., a Wisconsin non-stock corporation, (“Blue Line”).

INTRODUCTORY STATEMENT.

Since 1988, Blue Line has leased from the City the property located at 1202 S. Wildwood Avenue, Sheboygan, Wisconsin, (the “Premises”) upon which Blue Line has caused the constructed and operated a multi-purpose recreational facility containing, among other things, an indoor ice-skating rink for use by the public. This original lease term was 25 years and allowed Blue Line the option to extend the lease for successive ten-year periods by notifying the City in writing indicating such intent to renew six months prior to the lease expiration. Because Blue Line had not timely requested an extension the most recent extension of this lease expired August 15, 2023.

The Parties desire to enter into a new Lease Agreement for the continued operations of the recreational facility.

LEASE AGREEMENT.

In consideration of the mutual covenants contained herein, and upon the following terms and conditions, City hereby leases the Premises to Blue Line property legally described as:

Part of the Southwest Quarter of the Northwest Quarter of Section Twenty-Seven, and also the Southeast Quarter of the Northeast Quarter of Section Twenty-Eight, Town Fifteen North, Range Twenty-Three East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the intersection of the South right-of-way line of the Chicago and Northwestern Railroad right-of-way with the East line of Taylor Drive, thence Southwesterly along said East line of Taylor Drive to its intersection with the center line of the Sheboygan River, thence downstream along said center line to its intersection with the South right-of-way line of the Chicago and Northwestern Railroad right-of-way, thence Northwesterly along said railroad right-of-way to the point of beginning.

1. **Term.** The term of this Agreement shall be for a period of ten years, commencing on the 15th day of April, 2025, and expiring on the 14th day of April, 2035. Blue Line may, at its option, extend this lease for up to three (3), successive five (5) year terms under identical terms and conditions, and with the same payment of rent as herein provided. Blue Line

shall provide the City written notice of its intent to renew at least six (6) months prior to the expiration of this Agreement.

2. **Rent.** Blue line agrees to pay City as rent for said property one dollar (\$1.00) annually, which shall be made within ten business days of Agreement execution and on or before the first day of January of each year during the term of this lease thereafter, which shall be payable to the City Finance Director/Treasurer. In the event that Blue Line fails to timely pay rent pursuant to this Agreement, City shall mail notice of default for non-payment of rent to Blue Line three (3) months prior to terminating the lease.
3. **Purposes, Uses, and Improvements.** The Premises shall be used and improved at Blue Line's sole cost and expense as a nonprofit multi-purpose, public recreational site and facility for the following purposes:
 - a. **Primary Uses.** Blue Line shall operate a multi-purpose, indoor facility, and such additional facilities as Blue Line desires, in support of ice skating, hockey, curling, broom ball, and other like and compatible recreational activities.
 - b. **Secondary Uses.** Such additional recreational uses including, but not limited to, home/auto/boat/animal shows, public concerts, exhibitions, displays, or revenue generating activities of Blue Line as long as such activities remain secondary to the primary purposes set forth above. Whenever such use includes any of the following, Blue Line shall apply to the City for a Special Event Permit pursuant to Sheboygan Municipal Code Article 48-VIII:
 - i. Fireworks Display;
 - ii. Amusement rides, inflatables, live or pre-recorded music;
 - iii. Temporary installation of structures such as tents, staging, additional bleachers.

In addition, Blue Line may, at its sole cost and expense, make such changes, alterations, or improvements as may be necessary to adapt the Premises for permitted public recreational uses as described above.

4. **Approval of Plans.** Blue Line shall submit to the City for its consideration and approval all preliminary and final detailed plans, surveys, estimates of cost, specifications, proposal forms, and necessary special provisions for the construction of improvements, fixtures, and appurtenances that are desired by Blue Line and permitted under the terms of this Agreement. Such documents shall be prepared without any cost or expense to the City and construction of such projects shall not commence without the City's written approval.

Blue Line agrees to build or cause to be built all improvements, fixtures and appurtenances requested by Blue Line, approved by the CITY, and permitted under the terms of this Agreement, in a good and workmanlike manner in accordance with the plans and specifications referred to above, and in conformity with all applicable federal, state and local laws, regulations, codes and ordinances, and without any cost or expense to the CITY. Blue Line shall, prior to commencement of construction, procure or cause to be

procured all necessary and requisite approvals from any and all state, municipal, and other governmental authorities, officers and departments having jurisdiction thereof and obtain any and all requisite building, construction or other licenses, permits or approvals regarding such construction.

This provision shall not apply to any maintenance, repairs, or non-structural interior alterations that Blue Line desires if they are permitted under the terms of this Agreement and are completed without any cost or expense to the City. In the event of any replacement by Blue Line of the building, facility, or any other improvement, fixture, or appurtenance, the City shall not unreasonably withhold or delay its approval as long as the replacement is substantially similar to that being replaced and further provided that the replacement is completed without any cost or expense to the City.

5. **Liens.** During the term of this Agreement, or any extensions thereof, Blue Line shall not suffer nor permit any liens to be filed against the interest of the City in the Premises, and nothing in this Agreement shall be deemed or construed in any way as constituting the City's express or implied consent to any contractor, subcontractor, laborer, materialman, or supplier for the performance of any labor or the furnishing of any materials for any improvement, alteration, or repair to the Premises or any part thereof. The City may demand, and Blue Line shall comply with all reasonable demands, of evidence of payment or financing of all claims for materials and labor furnished for any improvement or alteration to the Premises.
6. **No Assignment.** Blue Line shall not assign or sublet this Agreement or any interest therein without the City's written consent, except as permitted by Section 3. Blue Line shall not mortgage, pledge, or hypothecate this Lease Agreement or any interest herein. Notwithstanding the foregoing, the City acknowledges that Blue Line's interest in the Premises may be assigned as collateral to the trustee of any industrial revenue bonds issued by the City to finance construction for City-approved improvements to the Premises.
7. **Status and Condition of Property.** Blue Line has examined the Premises and accepts it in its present condition. Upon expiration, cancellation, or early termination of this Agreement, Blue Line covenants that it shall peacefully and quietly surrender and yield the Premises to the City in as good order and condition as the same were at the commencement of occupancy, subject to normal wear and tear and conditions caused by fire or other event covered by insurance.
8. **Repairs and Maintenance.** Blue Line agrees to make any and all improvements and repairs except those public improvements budgeted and approved by the City at its sole expense. Blue Line shall maintain the Premises in good order and in a clean and safe condition consistent with its permitted uses. Blue Line agrees to assume all utility costs associated with operation and maintenance of the Premises and improvements including but not limited to electrical, sewer, telephone, cable/ communications, and water utilities. Blue Line further agrees to be responsible for snow removal from the parking lot and walks within the Premises and for lawn and landscape maintenance.

9. **Signs and Fences.** Blue Line shall not erect, install, or operate any signs or other similar advertising devices or fences except in accordance with the Sheboygan Municipal Code.
10. **Compliance With Laws.** Blue Line shall not permit any undue waste or nuisance of any nature to be created or allowed to remain on the Premises and shall comply with all applicable laws and ordinances respecting the use and occupancy thereof.
11. **Right of Entry.** Blue Line shall allow the City's authorized representative(s) access to the Premises at all reasonable hours, for purposes which are necessary, incidental, or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions. The City agrees to exercise such rights of access in a manner to be as least disruptive as possible.
12. **Taxes.** Blue Line shall pay all taxes levied and assessed upon any buildings, fixtures, and improvements belonging to Blue Line and located upon the Premises, and any leasehold or possessory interest taxes levied or assessed by any proper taxing authority.
13. **Insurance.** Blue Line shall maintain in full force and effect the following insurance with limits of at least as much as set forth below for the full duration of this Agreement and for any periods of extension thereof. Such insurance shall identify the "City of Sheboygan" as additional insured on the commercial general liability policy, shall be primary and non-contributory to any insurance or self-insurance carried by the City, and shall afford the City at least thirty (30) days' notice prior to any cancellation, modification, or nonrenewal thereof.

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
Personal and Advertising Limit	\$1,000,000
General Aggregate Limit	\$2,000,000

Workers' Compensation and Employers' Liability Insurance

Each Accident	\$100,000
Disease- Policy Limit	\$500,000
Disease- Each Employee	\$100,000

Umbrella Liability

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

Blue Line shall further maintain in full force and effect fire and extended coverage insurance upon its leasehold improvements, furnishings, fixtures, and equipment to their full insurable value.

All insurance requirements herein shall be placed with responsible insurance company(ies) authorized to do business in the State of Wisconsin and shall be in a form commensurate with industry standards for Blue Line's primary use(s) of the Premises.

At the time of Agreement execution and annually thereafter, Blue Line shall furnish the City with a certificate of insurance form evidencing the aforementioned coverages and endorsements.

14. **Indemnification.** To the extent authorized by law, Blue Line agrees to indemnify, defend, and hold harmless the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, and authorized volunteers from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to, in whole or in part, or claimed or alleged to be caused, occasions, or contributed to in whole or in part, by any act, omission, fault, or negligence, whether active or passive of Blue Line or its agents or anyone acting under its direction or control or on behalf arising out of, or in connection with, or relating to this Agreement.

Blue Line's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City, its elected and appointed officials, officers, 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 the termination or expiration of this Agreement.

15. **Termination For Cause.** The City may terminate this Agreement if Blue Line fails to timely fulfill its obligations under this Agreement. In such case, the City shall provide Blue Line written notice by certified mail of any alleged default and Blue Line shall cure such default within ninety (90) days. Failure to timely cure shall result in the immediate termination of this Agreement. The City may also terminate this Agreement if any of the following conditions remain unremedied within ninety (90) days after such notice has been received:

- (a) Failure to pay any utility charges, taxes, or special assessments, or special charges lawfully charged to the Premises.
- (b) Upon the filing of any judgment liens against the property.
- (c) If Blue Line discontinues its permitted use of the Premises for a period of at least nine (9) consecutive months, for any reason.
- (d) The City of Sheboygan Common Council adopts a resolution requiring termination of this Agreement to promote a legitimate public interest.

Upon termination for cause, the City may enter upon the Premises and remove all persons and property therefrom. Should the City bring a legal action to enforce any of the terms hereof or to obtain possession of the Premises by reason of any default, Blue line shall pay the City all costs of such legal action.

16. **No Relocation Costs.** Except as otherwise herein provided, Blue Line agrees and fully understands that upon Agreement termination, cancellation, or nonrenewal, Blue Line is

not entitled to any relocation costs, assistance, payments, moving expenses, replacement facilities (in money or in kind), or to any other expenses, costs, or awards that are directly or indirectly related to such termination, cancellation, or nonrenewal. Notwithstanding the foregoing, Blue Line does not waive any relocation rights it may have on account of termination of this Agreement by the City pursuant to Section 15(e).

17. **Notices.** Except as otherwise provided by this Agreement, any notice required by this Agreement, or which either party desires to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

City of Sheboygan
Attn: City Clerk
828 Center Ave.
Sheboygan, WI 53081

Blue Line Association, Inc.
1202 Wildwood Ave.
Sheboygan, WI 53081

This Provision shall not be construed as limiting routine business communications between Blue Line and the City.

18. **No Waiver.** The failure of any party to insist, in any one or more instance, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by any party hereto but the obligation of such party with respect to such future performance shall continue in full force and effect.
19. **Severability.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.
20. **Nondiscrimination.** Blue Line shall not discriminate against any employee or applicant for employment as defined by State or Federal law, nor shall Blue Line unlawfully discriminate against any of the general public who enter upon the Premises. Blue Line shall comply with any requirements of State or Federal law as applicable as a result of Federal funds used in the acquisition of the Premises.
21. **Right of First Refusal.** During the term of this Agreement or any extensions thereof, Blue Line shall be afforded first right of refusal to purchase the Premises should the City desire to sell the Premises. If the City receives a bona fide offer to purchase the Premises and desires to accept it, the City shall provide Blue Line with written notice of such offer and all terms and conditions therefore and shall afford Blue Line forty-five (45) days after receipt to notify City of its desire to acquire the Premises upon the same terms and conditions as set forth in the bona fide offer. Should Blue Line fail to exercise the right of first refusal herein granted within the specified time period (it being understood that time

is of the essence), the right of first refusal shall thereupon terminate and be of no further force and effect.

22. **Successors in Interest.** All of the terms, covenants and conditions contained herein shall continue and bind all successors in interest of Blue Line.
23. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period equivalent to the period of such delay, or if a longer period is reasonably required, within such longer period as is reasonably required, provided that Blue Line provides the City prompt written notice of such delay and the reasons therefor and further provided that Blue Line acts with due diligence to cure such defect or defects promptly.
24. **Cooperation.** The parties agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Premises. The City and Partners each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.
25. **Dispute Resolution.** The Parties agree to first utilize good faith negotiation to resolve any dispute arising under this Agreement. Should such negotiation fail to resolve the dispute, the parties may, upon mutual agreement, attempt to resolve the dispute via mediation. Alternatively, such dispute shall be resolved in Sheboygan County Circuit Court.
26. **Entire Agreement.** This document and all other documents and agreements expressly referred to herein contain the entire agreement between Partners and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.
27. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF SHEBOYGAN

By: _____

Ryan Sorenson, Mayor

Date: _____

Attest: _____

Meredith DeBruin, City Clerk

Date: _____

BLUE LINE ASSOCIATION, INC.

By: _____

Date: _____

Attest: _____

Date: _____

**CITY OF SHEBOYGAN
RESOLUTION 31-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 9, 2025

A RESOLUTION authorizing the use of a designated portion of Deland Beach as a boat launch and storage site as part of the 2025 Midwest Powerboat Racing Event.

WHEREAS, the City of Sheboygan is excited to host the 2025 P1 Powerboat Sheboygan MidWest Challenge August 9 – 11, 2025; and

WHEREAS, Sheboygan Municipal Code Section 60-72 prohibits boats and watercraft from public beaches except upon written permission granted by the director of engineering and public works for activities authorized by common council; and

WHEREAS, P1 Powerboat and the City have identified the below area of Deland Beach as necessary and appropriate for use as a temporary boat storage and launch site to support the racing event and have identified safety measures necessary and appropriate to reduce risk of conflict between the storage and launch of boats on the beach and the public's use of the remaining beach area.



REQUESTED
AQUAX PITS AND
LAUNCH AREA.

REQUEST THE USE OF
ATVS, FOUR WHEELERS
TO BE ABLE TO LAUNCH
OFF THE BEACH.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the use of the above-depicted area of Deland Beach to be used as a temporary boat storage and launch location pursuant to Sheboygan Municipal Code Section 60-72.

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: 6/2/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 37-25-26 – A resolution authorizing appropriate City officials to enter into a contract with Stantec Consulting Services, Inc. to perform environmental activities associated with the development of the former Mayline Property.

ISSUE

Should the Public Works Committee recommend executing a contract with Stantec to provide environmental services on the Mayline Property?

STAFF RECOMMENDATION

Staff recommends approving the contract.

BACKGROUND/DISCUSSION

The Mayline Property contains areas of contamination requiring careful handling and, if necessary, proper disposal to ensure environmental safety and regulatory compliance. In collaboration with the City of Sheboygan and Sheboygan County, Stantec has developed a comprehensive plan to address the contaminated soils during construction activities. This plan outlines procedures for identifying, managing, and mitigating hazardous materials in accordance with state and federal environmental regulations.

Under this contract, Stantec will conduct onsite testing, observation, and documentation throughout the project. Their responsibilities include soil sampling, contamination assessment, and real-time monitoring to ensure all excavation and disposal activities adhere to environmental standards. Additionally, Stantec will provide detailed reports to guide decision-making and facilitate communication with regulatory agencies.

With extensive experience in environmental engineering, contamination remediation, and municipal project management, Stantec possesses the expertise needed to effectively execute this work. Their knowledge of local and federal requirements, combined with their technical capabilities, ensures the City's efforts to manage and remediate contaminated soils will be conducted efficiently and in compliance with all applicable guidelines.

FUNDING IMPACT

Funds for this construction have been included in the TID 21 project plan.

<u>Account</u>	<u>Description</u>	<u>Amount</u>
421660-531100	TID 21 Fund - TID 21 – Contracted Services	\$51,812.00

IF APPROVED, NEXT STEPS:

If approved, City staff will sign the contract.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 37-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DECKER AND RUST.

JUNE 9, 2025

A RESOLUTION authorizing appropriate City officials to enter into a contract with Stantec Consulting Services, Inc. to perform environmental activities associated with the development of the former Mayline property.

WHEREAS, portions of the former Mayline property are contaminated and require additional testing during construction and reporting to the Wisconsin Department of Natural Resources when construction is complete; and

WHEREAS, Stantec Consulting Services, Inc. has completed the documentation and reporting required before construction on the Mayline property.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into a contract with Stantec Consulting Services, Inc. to perform environmental activities associated with the development of the former Mayline property.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds not to exceed \$51,812 from Account No. 421660-531100 (TID 21 Fund – TID 21 – Contracted Services), 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



Stantec Consulting Services Inc.
12308 Corporate Parkway Suite 600
Mequon, WI 53092

June 2, 2025

Mr. Kevin Jump
City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

Mr. Jump,

Reference: Proposal for Environmental Assistance During Former Mayline Property Construction, 511, 517, 605, 619, 639, & 705 North Commerce Street; 1212 Center & 1134 Pennsylvania Avenue, Sheboygan, WI, Wisconsin; WDNR BRRTS #02-60-595166

Stantec Consulting Services Inc. (Stantec) prepared this proposal to assist with environmental activities associated with planned residential construction at the former Mayline Properties: 511, 517, 605, 619, 639, & 705 North Commerce Street; 1212 Center, and 1134 Pennsylvania Avenue, Sheboygan, Wisconsin (the Property). The Property consists of 12 parcels of land totaling approximately 6.41 acres located along or near the west bank of the Sheboygan River and is listed on the Wisconsin Department of Natural Resources (WDNR) Bureau of Remediation and Redevelopment Tracking System (BRRTS) database as an open Environmental Repair Program (ERP) Case (case #02-60-595166).

Project Information

A redevelopment plan for the Property has been initiated and includes two phases. Phase I, set to begin in mid-May 2025, includes road realignment and reconstruction activities; grading and construction of an extension to the current County-owned bike path; and stripping, grading, and filling to create "pad ready" future building development areas by October 1, 2025. A remedial action plan (RAP) and materials management (MMP) was developed for the Phase I development area and was sent to the WDNR on March 31, 2025. Immediately following Phase I, the Property would be transferred to a private developer who intends to construct two five-story residential apartment buildings with first floor parking (i.e., Phase II). A RAP and MMP are currently being prepared by Stantec on behalf of the City and the developer.

Recently, the City requested a scope of work and cost for support during construction of the planned development. Our scope to satisfy this request is outlined below.

Scope of Work - Pre Construction

Soil Characterization of Rip Rap Area Along Sheboygan River

Based on design plans, a shallow soil "cut", ranging from one to four feet below grade, along the west bank of the Sheboygan River is planned to create a walking trail and allow for the placement of rip rap for erosion control. This is likely to generate approximately 200 cubic yards of soil that may require landfill disposal. To properly characterize the soil for landfill disposal, Stantec will use hand tools to collect up to five

Reference: Proposal for Environmental Assistance During Malibu Apartment Construction, 1403 & 1435 S 7th Street, Sheboygan, Wisconsin

representative soil samples from along the riverbank along the eastern end of the Property. Collected soil will be composited into one sample to be analyzed for Protocol B analysis.

Following receipt, Stantec will prepare a waste profile for GFLs Hickory Meadows landfill in Hilbert Wisconsin and submit for their review.

Preparation of Monitoring Plan for Operation of Sub-Slab Vapor Mitigation System

Berghammer, the general contractor representing the developer, is in the process of selecting a contractor to design a sub-slab vapor mitigation system to address WDNR concerns for the migration and potential intrusion of chemical vapors into proposed buildings. The system will likely be designed to operate passively or actively with an electric blower to intercept and remove vapors prior to intrusion into the building. In conjunction with the vapor mitigation system design, a post construction vapor monitoring plan will be required to assess vapor conditions during operation of the vapor mitigation system in its passive state. Stantec will prepare a vapor monitoring plan in general compliance with WDNR requirements. The goal of the plan will be to assess the presence of vapors beneath the structures so a determination can be made regarding the passive or active nature of the vapor system. Once complete, the monitoring plan, along with a copy of the proposed system design, will be submitted to the WDNR for review and comment.

Scope of Work - During Construction

Field Observation during Construction

During construction activities, Stantec personnel will be on-site periodically to observe, document, and guide the excavation and off-site disposal of residual contaminated soil as outlined in the Phase I RAP/MMP and the future Phase II RAP/MMP, the placement of WDNR approved fill materials, and the installation of capping materials to ensure it adheres to the RAP. Further soil sampling is not planned as part of construction. In addition, Stantec would coordinate with the selected sub-slab vapor mitigation system installer to be on-site during key times when the system is being installed. All activities will be under the supervision of a Stantec WDNR-Certified Hydrogeologist, a professional geologist, and/or a professional engineer registered to practice in the state of Wisconsin.

Prepare Construction Documentation Report

Following completion of planned development activities, one report will be prepared to document the results of remedial activities, documenting construction activities associated with Phase I and II. The report will incorporate information from Stantec observations and information provided by the general contractor and will include disposal documentation provided by the landfill. Information related to the installation of the sub-slab depressurization systems will also be included. Following your approval, the report will be submitted to the WDNR for review.

Reference: Proposal for Environmental Assistance During Malibu Apartment Construction, 1403 & 1435 S 7th Street, Sheboygan, Wisconsin

Probable Cost and Schedule

Due to the variable nature of this type of work, the project will be performed on a time-and-materials basis. The probable cost to complete the proposed work plan is **\$51,812**. The amount of work necessary to complete the project will depend upon site conditions and the level of service requested. The probable costs are itemized below.

Soil Characterization of Rip Rap Area Along Sheboygan River

Sampling and Landfill Coordination	\$ 4,036
Analytical Services	\$ 1,320

Preparation of Monitoring Plan for Operation of Sub-Slab Vapor Mitigation System \$ 3,653

Oversight and Documentation of Construction and Capping Activities

Construction Field Observation ¹	\$ 31,380
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Prepare Construction Documentation Report \$ 11,423

Probable Total Cost **\$51,812**

Notes:

¹ It is our understanding that planned construction and capping activities will take over a year to complete. For the purpose of this cost estimate, we anticipate that Stantec personnel will be periodically on-site up to an estimated 160 hours throughout the duration of the project to oversee and document site conditions and assist with environmental issues related to construction. In addition, Stantec has included up to 18 hours of project management time to be billed on an hourly basis. Mobilization to and from the Site is included in this estimate. Any additional time needed for oversight will be handled as an amendment to the PSA. Budgetary updates can be provided as needed or desired.

The probable cost includes labor, supplies, rebillables, and commodity services (laboratory analysis and drilling) necessary to complete the described work plan activities. The work will be performed on a time-and-materials basis. Stantec will not exceed the authorized amount without prior written approval. Additionally, budgets are estimates, and we reserve the right to reallocate budget between the subtasks and services listed for actual work performed but will not exceed the total estimated fee without written approval.

Supplemental Assumptions

- The proposed work includes subsurface work. The excavation contractor(s) are responsible for contacting public utility locating services (e.g., Diggers Hotline and local municipalities) and making a good faith effort to locate underground improvements that could be damaged by the proposed work. Since the owner or operator of the site usually has the most detailed knowledge of the type and locations of such improvements, the owner/operator will be called upon to assist in locating buried improvements. Consequently, the owner/operator will be requested to review the proposed work to ensure that damage is not done to structures. The owner may also be requested to sign an

Reference: Proposal for Environmental Assistance During Malibu Apartment Construction, 1403 & 1435 S 7th Street, Sheboygan, Wisconsin

agreement affirming that the drilling and excavation contractors have made conscientious efforts to avoid damaging buried improvements. Stantec will not be held liable for damaging buried improvements/appurtenances.

- Client and regulatory correspondence and meetings not specified herein will be provided as supplemental services, if desired. In addition, any technical review or assistance fees required by WDNR are not included in the probable costs. We assume the City will pay these fees directly to WDNR.
- Vapor sampling is not included in this proposal and will be provided in a change order once the monitoring plan is complete.
- Preparation of a case closure submittal (using Form 4400-202) is not included in this proposal and will be provided in a change order following construction activities.
- No laboratory analysis is planned during excavation or active construction. If soil or groundwater analysis is needed, costs will be billed as a unit rate per sample. Stantec can provide pricing for analytical services to the City, if/when needed.
- All work at the site will be performed by trained personnel in conformance with 40 CFR 1910.22. Based on the current conditions, we anticipate that work will proceed under Environmental Protection Agency Safety Level D conditions. A site-specific health and safety plan will be prepared before implementing the work. This safety plan will include general information about the site, waste characteristics, safety characterization, an emergency response plan, and emergency routes. Additionally, the safety level will be continuously monitored and revised as necessary based on the conditions encountered.
- This proposal does not include any subcontractor fees associated with soil excavation, trucking, or soil disposal costs.

Payment Terms & Conditions

Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

Please send executed Agreement to:
Stantec Consulting Services Inc.
12075 Corporate Parkway, Suite 200
Mequon, WI 53092

Please remit payments for services:
Stantec Consulting Services Inc.
13980 Collections Center Drive
Chicago, IL 60693

The terms and conditions for the work proposed by Stantec will be governed by the enclosed City of Sheboygan Standard contract which has been reviewed and amended by both parties. If you find the proposal acceptable, please provide written authorization which must be received before initiation of project work. Any additional work will be handled as an amendment to the standard contract. The above-stated fee proposed for this scope of services is valid for 30 days from the date of this proposal.

Reference: Proposal for Environmental Assistance During Malibu Apartment Construction, 1403 & 1435 S 7th Street, Sheboygan, Wisconsin

If you have any questions, or require any additional information, please call me at (262) 643-9159 or Jeff Brand at (920) 278-3208. We look forward to working with you on this project.

Regards,

Stantec Consulting Services Inc.



Stu Gross
Senior Project Manager
Phone: (262) 643-9159
Stu.Gross@stantec.com



Jeff Brand
Environmental Scientist
Phone: (920) 278-3208
Jeff.Brand@stantec.com

Attachment: City of Sheboygan Standard Contract

City of Sheboygan Standard Contract Terms
General Service Agreement
(Non-Construction)

Item 10.

The City's standard terms and conditions supersede any conflicting provisions within the contract.

1. **STANDARD OF CARE.** Contracting Party agrees that the performance of services pursuant to the terms and conditions of this Agreement shall be performed in a manner consistent with the degree and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances providing like services. This Standard of Care is the sole and exclusive Standard of Care that will be applied to measure Contracting Party's performance. Upon notice to Contracting Party, Contracting Party will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care. Contracting Party agrees to follow all applicable federal, state, and local laws, regulations, and ordinances, and all provisions of this Agreement.
2. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.
3. **SCOPE OF WORK.** Contracting Party agrees to provide all labor, materials, equipment, transportation, appliances, and services necessary to complete all work identified or reasonably inferred from the Scope of Work document attached and/or incorporated into the Agreement. Contracting Party shall be responsible for obtaining all applicable permits and paying applicable permit fees prior to commencement. The scope of work set forth in this Agreement is based on facts known at the time of Agreement execution. As the project progresses, if facts are discovered that suggest a change of scope is warranted, the parties shall provide a written amendment to the Agreement before such change is recognized.
4. **MEANS AND METHODS.** Contracting Party shall be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement. Contracting Party must employ, as much as possible, such methods and means in carrying out the work as will minimize disruption to City operations. Unless specifically included as a service to be provided under this Agreement, the City specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.
5. **APPROPRIATION OF FUNDS.** Notwithstanding any other provision of the Agreement and pursuant to Wis. Stat. § 65.06(1), if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full. The City shall provide notice to Contracting Party in the event the City fails to appropriate funds, and in such event Contracting Party's obligations under the Agreement shall immediately cease, except for completion of any services paid in advance if any.

City of Sheboygan Standard Contract Terms
General Service Agreement
(Non-Construction)

Item 10.

6. **SCHEDULE OF PAYMENTS.** The City shall remit payment to Contractor within not less than thirty (30) days of itemized invoice receipt. Such itemization shall include labor costs, the Contracting Party's direct expenses, including subcontractor costs, the hours worked by Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The City shall not make payment for any unauthorized work or expenses.

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

7. **TAXES, SOCIAL SECURITY, INSURANCE, AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the Contracting Party's sole responsibility. The City is a tax- exempt entity and as such, shall not be required to pay sales tax by execution of a contract.
8. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement, insurance coverage, as applicable, consistent with that set forth in Exhibit A.
9. **INDEMNIFICATION & HOLD HARMLESS.** To the extent authorized by law, Contractor hereby agrees to indemnify, and hold harmless (but not defend) the City of Sheboygan, its elected and appointed officials, officers, employees, and representatives, from and against any and all actions, damages, liabilities, interest, reasonable attorneys' fees, costs, in any manner directly to be caused, occasioned, or contributed to by reason of any negligent act, omission, fault, or negligence, of Contractor or its agents or anyone acting under its direction or control or on its behalf arising out of, or in connection with, or relating to this Agreement. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, or authorized volunteers. Nothing in this Agreement shall be construed as the City of Sheboygan waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.
10. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, the City of Sheboygan shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs,

City of Sheboygan Standard Contract Terms
General Service Agreement
(Non-Construction)

Item 10.

reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of the City, become the property of the City. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to the City for damages sustained by the City by virtue of this Agreement by the Contracting Party, and the City may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to the City from the Contracting Party is determined. The Contracting Party may terminate this Agreement upon ten (10) days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of the Contracting Party's invoices will be considered a material breach of this Agreement.

11. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by the City pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by the City.
12. **USE OF CITY PROPERTY.** Any property belonging to the City being provided for use by the Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations, or additions shall be made to the property unless otherwise authorized by this Agreement.
13. **INDEPENDENT CONTRACTOR.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.
14. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.
15. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

City of Sheboygan Standard Contract Terms
General Service Agreement
(Non-Construction)

Item 10.

16. **ASSIGNMENT, SUBLET, AND TRANSFER.** Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the City. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.
17. **NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.
18. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
19. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to the City.
20. **IMPLEMENTATION SCHEDULE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be mutually agreed upon by the City and Contracting Party. The City Administrator, or in their absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.
21. **ACCESS TO RECORDS & OPEN RECORDS LAWS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. The City, or any of its duly authorized representatives, shall have access, at no cost to the City, to such books, records, documents, papers or any records, including electronic records, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Contracting Party understands that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be

City of Sheboygan Standard Contract Terms
General Service Agreement
(Non-Construction)

Item 10.

maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
23. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.
24. LIMIT OF LIABILITY. The total amount of all claims the City may have against the Contracting Party under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$250,000. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Contracting Party and not against any of the Contracting Party's employees, officers or directors.

Neither the City nor the Contracting Party shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

**CITY OF SHEBOYGAN
ORDINANCE 7-25-26**

**DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE BY ALDERPERSONS
DEKKER AND RUST.**

JUNE 9, 2025.

AN ORDINANCE amending Section 60-131 of the Sheboygan Municipal Code so as to allow shoreland 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.
- (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



AGENDA ITEM MEMORANDUM

DATE: 5-21-25

TO: Public Works Committee

FROM: Joel Kolste – Deputy Director of Field Operations

SUBJECT: Resolution 38-25-26 – A resolution authorizing the appropriate City officials to expend general funds to purchase a John Deere 320 Tractor Backhoe for use by the Department of Public Works.

ISSUE

Should the Public Works Committee recommend approval to purchase one (1) 2025 John Deere 320 P-Tier Backhoe Loader to replace the existing John Deere Backhoe Loader currently in use by the Department of Public Works?

STAFF RECOMMENDATION

Staff recommends approval of the resolution to follow the Fleet Divisions Equipment Replacement Plan as approved in the 2025 Capital Improvement Plan.

BACKGROUND / DISCUSSION

The purchase of the John Deere 320 Tractor Backhoe will replace the existing John Deere Tractor Backhoe currently used by the Department of Public Works. This equipment is utilized by the Department in various ways throughout the year. During construction season, this unit is utilized for construction activities including excavating, breaking pavement, compacting, and lifting during the reconstruction of storm sewer and sanitary sewer work. During other seasons, the unit is utilized for such activities as material loading and winter operations.

The new unit will be replacing the current unit #150 which is a 2004 John Deere 310 loader. While this unit currently functions well, it is 21 years old and as with all older model equipment, the components show signs of continuous wear and tear causing performance issues such as slower response hydraulics and ultimately increased repair costs.

Several equipment attachments are included in the cost shown below. These include a concrete breaker, material compactor, a 36" wide excavating bucket, and a 24" excavating bucket.

Three Sourcewell Contract Quotes were received for comparable units.

VENDOR	MANUFACTURER	SOURCEWELL QUOTE	TRADE-IN VALUE	TOTAL COST
Brooks Tractor	John Deere 320	\$ 166,079.66	\$ 64,499.50	\$ 101,580.16
Fabick CAT	Caterpillar 420	\$ 160,800.00	\$ 20,000.00	\$ 140,800.00
Miller-Bradford	CASE 590	\$ 189,412.84	\$ 30,500.00	\$ 158,912.84

FUNDING IMPACT

The funding source for this purchase is through the Motor Vehicle Fund – Machinery / Equipment (Account No. 730399-651200) as identified in the 2025 – 2029 Capital Improvement Plan.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

IF APPROVED, NEXT STEPS:

Following Council approval, Department of Public Works staff will purchase the John Deere 320 Tractor Backhoe from Brooks Tractor Incorporated and trading in the existing John Deere 310 unit in current use.

**CITY OF SHEBOYGAN
RESOLUTION 38-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 9, 2025.

A RESOLUTION authorizing the appropriate City officials to expend general funds to purchase a John Deere 320 Tractor Backhoe for use by the Department of Public Works.

WHEREAS, the City of Sheboygan has received multiple quotes from various vendors utilizing cooperative purchasing contracts (Sourcewell) that supply like equipment from different manufacturers; and

WHEREAS, the lowest competitive quote of the three (3) received was from Brooks Tractor Incorporated for the purchase of one (1) John Deere 320 Tractor Backhoe including attachments for \$101,580.35; and

WHEREAS, the Department of Public Works will be trading in an existing 2004 John Deere 310 Loader, which is contemplated in the total cost; and

WHEREAS, the City's Purchasing Agent has reviewed the quotes and determined that the low quote meets City specifications and standards; and

WHEREAS, the Department of Public Works utilizes this equipment for street maintenance activities, winter operations, and various other tasks within the Department. The new tractor backhoe will replace a current in-use tractor backhoe that is 21 years old.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached purchase agreement with Brooks Tractor Incorporated for said equipment.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds in the amount of \$101,580.35 from Acct. No. 730399-651200 (Motor Vehicle Fund – Machinery / Equipment), upon the agreement being fully executed by all parties, to pay for the equipment.

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

Quote Id: 32736639

Prepared For:
CITY OF SHEBOYGAN PURCHASING DEPT



Prepared By: **TOM POOLE**

Brooks Tractor Incorporated
12101 West Silver Spring Drive
Milwaukee, WI 53225

Tel: 414-462-9790
Mobile Phone: 414-651-2733
Fax: 414-462-7242
Email: tpoole@brookstractor.com

Quote Summary

Prepared For:

CITY OF SHEBOYGAN PURCHASING DEPT
 828 CENTER AVE
 SHEBOYGAN, WI 53081
 Business: 920-459-3469

Prepared By:

TOM POOLE
 Brooks Tractor Incorporated
 12101 West Silver Spring Drive
 Milwaukee, WI 53225
 Phone: 414-462-9790
 Mobile: 414-651-2733
 tpoule@brookstractor.com

Sourcewell Quote for City of Sheboygan

Quote Id: 32736639

City of Sheboygan Sourcewell Account#45106

Created On: 28 April 2025

Last Modified On: 29 May 2025

John Deere Construction Equipment Sourcewell Contract #011723-
 JDC/maturity date 2027-4-14

Expiration Date: 15 July 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 320 P-Tier Backhoe Loader John Deere Extended Warranty-Full warranty for 1 year	\$ 166,079.85 X	1 =	\$ 166,079.85

Equipment Total **\$ 166,079.85**

Trade In Summary	Qty	Each	Extended
2004 JOHN DEERE 310SG LOADER BACKHOE - T0310SG931343 PayOff Total Trade Allowance	1	\$ 64,499.50	\$ 64,499.50 \$ 0.00 \$ 64,499.50

Trade In Total **\$ 64,499.50**

Quote Summary

Equipment Total	\$ 166,079.85
Trade In	\$ (64,499.50)
SubTotal	\$ 101,580.35
Total	\$ 101,580.35
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 101,580.35

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 32736639

Customer: CITY OF SHEBOYGAN PURCHASING DEPT

JOHN DEERE 320 P-Tier Backhoe Loader

Hours:

Stock Number:

Code	Description	Qty
17C1T	320 P-Tier Backhoe Loader	1
Standard Options - Per Unit		
80A3	Custom Code - Accu-Swing	1
183N	JDLINK™	1
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0607	Level 3 Cab	1
0651	Level 1 Performance Package	1
0952	Rear Camera System (with Secondary Display)	1
1210	Premium Package Radio	1
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1
4006	John Deere 4.5L - FT4/Stage IV	1
5255	Galaxy 550 Radial - 500/70R24 Rear & 340/80R18 Front	1
6155	Dual Batteries with Disconnect and Jump Post	1
6577	1250 lb. (567 kg.) Front Counterweight	1
6752	Extendible Dipperstick	1
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	1
7028	Pilot Controls, Two Lever, with Pattern Selection	1
7037	Two-Function Loader Hydraulics, Single Lever	1
7714	Rear Hydraulic Coupler for Pin-on Buckets - 42 in. Thumb Ready	1
7800	Less Backhoe Bucket with Bucket Pins	1
7853	86 in. (2.18 m.) General Purpose Bucket, 1.13 cu. yd. (0.86 cu. m.)	1
8027	Thumb - 42 in. 4 Tine	1
8030	Fire Extinguisher Bracket	1
8075	Diagnostic Oil Sampling Ports	1
8089	Engine Coolant Heater	1

Selling Equipment

Quote Id: 32736639

Customer: CITY OF SHEBOYGAN PURCHASING DEPT

8096	Premium Mirrors - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1
8135	Hydrau XR - Synthetic Hydraulic Fluid	1
8165	Auto Ride Control	1
8213	Chrome Exhaust Extension	1
8226	LED 4-Corner Beacon Lights	1
Dealer Attachments		
	BD 36" SPADE TOOTH BUCKET W/ PINS	1
	RAMMER 777E HAMMER	1
	RAMMER R07P PLATE COMPACTOR	1
	24" bucket with spade teeth	1
	front fender kit installed	1
Service Agreements		
	John Deere Extended Warranty - Full warranty for 1 year	



AGENDA ITEM MEMORANDUM

DATE: 06/04/2025

TO: Public Works Committee

FROM: Joe Kerlin, Parks Manager

SUBJECT: Resolution No. 34-25-26 – A resolution authorizing the appropriate City officials to execute a Use and Services Agreement with Riverside Disc Golf, LLC. Regarding the operation of a disc golf concession facility at Vollrath Park.

ISSUE

Should the Public Works Committee recommend authorizing the appropriate City officials to enter into a Use and Services Agreement with Riverside Disc, LLC, regarding the use of the Vollrath Concession Building, in Vollrath Park located at 124 Park Ave., for the operation of a disc golf concession facility?

STAFF RECOMMENDATION

Staff recommends approval of Use and Services Agreement.

BACKGROUND/DISCUSSION

City Administration determined it was in the best interest of the City Parks to advertise for a request for proposal, for operation of the disc golf concession stand in Vollrath Park. Proposals were advertised in January with a due date of February 24, 2025. One proposal was received by Riverside Disc Golf, LLC. (hereinafter "Vendor")

Vendor operates a disc golf concession stand at Riverside Park in West Bend. Vendor is professional, knowledgeable, and very involved with players from beginners to advanced. Vendor will also facilitate Flex Series PDGA C Tier 1 events for the public.

The term of the agreement is for an initial three years ending on December 31, 2027, with the option of two one-year renewals.

FUNDING IMPACT

During agreement negotiations, building improvements were pre-determined for both City and Vendor. Improvement costs made by the City were covered under the Park annual budget and designated staff time.

Fees include a one-time \$500 security deposit, a \$50 monthly utility fee and a \$100 monthly user fee from April through October.

IF APPROVED, NEXT STEPS:

The City and Vendor will coordinate an opening date after approval of the Agreement and confirmation the building is ready for use.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 34-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 9, 2025.

A RESOLUTION authorizing the appropriate City officials to execute a Use and Services Agreement with Riverside Disc Golf, LLC regarding the operation of a disc golf concession facility at Vollrath Park.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Vollrath Park Disc Golf Use and Services Agreement between the City of Sheboygan and Riverside Disc Golf, LLC, 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

**VOLLRATH PARK DISC GOLF
USE AND SERVICES AGREEMENT
BETWEEN
CITY OF SHEBOYGAN
AND
RIVERSIDE DISC GOLF, LLC**

THIS USE AND SERVICES AGREEMENT is made as of the date of final party execution by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (hereinafter the “City”), and Riverside Disc Golf, LLC (hereinafter “Vendor”), collectively, the “Parties.”

RECITALS

WHEREAS, City desires to engage Vendor’s services for the operation of a disc golf concession facility at Vollrath Park; and

WHEREAS, Vendor desires to offer such services and to have the exclusive right to occupy the Vollrath Park concession building to support Vendor’s services; and

WHEREAS, City finds that Vollrath Park disc golf concession services will support the public health and well-being by increasing recreational opportunities and enjoyment and by increasing interest in Vollrath Park such that entering into a Service and Use Agreement is in the public interest.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

1. Grant and Description of Premises. Subject to the terms and conditions of this Agreement, City hereby grants Vendor permission and right to occupy the Vollrath Concession Building located at Vollrath Park for use as a disc golf concession facility, hereinafter referred to as the Premises. Vendor shall have access to the Premises upon Agreement execution and ending on December 31, 2027. It is expressly understood and agreed that this Agreement is not a lease or conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and to provide certain services on City property for the benefit and convenience of the public.
2. Use of Premises. Vendor’s use of the Premises is for the purpose of offering a disc golf shop and concession stand, which is understood to include offering disc golf equipment rentals and sales, offering lessons for disc golf, and selling snacks and beverages. Outdoor storage of equipment is expressly authorized around the Premises while concession operations occur but no outdoor storage is authorized outside of concession hours. Vendor’s operational season shall be April 1 – October 31. To support Vendor’s operations and to encourage engagement with the Vollrath Park Disc Golf Course, Vendor may coordinate with other entities for fundraising, tournaments, and other disc golf-related events and activities. Vendor understands that the City’s Special Events Permit regulations or other permit and/or licensing regulations may apply to such activities, and that Vendor is solely responsible for obtaining all necessary permits or licenses prior to engaging in such activity. Vendor shall conform their activities and services to applicable state and local laws and regulations and to industry standards. Vendor shall not allow the Premises to be used for other commercial activities without the City’s prior written approval. Vendor will be allowed to host on a monthly basis

one PDGA C Tier 1 Round FleX Event that is open to the public and does not close the course. Event fees will be waived by the city for these events.

3. Personnel. Vendor shall provide all personnel reasonably necessary for Vendor's activities and services. Such personnel shall be employees or contractors of Vendor. Vendor shall be solely responsible for all aspects of hiring and employment of Vendor's personnel, including without limitation, retirement and welfare plans, conduct policies, workers compensation insurance and compensation. The sales and consumption of alcohol by Vendor or Vendor's employees is strictly prohibited on the Premises or surrounding grounds. Vendor staff shall be knowledgeable on items being sold and shall provide excellent customer service that caters to players of all skill levels.
4. Term and Termination. This Agreement shall be effective upon final party execution and shall expire December 31, 2027, unless renewed by agreement of the Parties. This Agreement may be renewed for twelve-month terms until December 31, 2029, at which time further renewals shall be accomplished by Agreement amendment or by new agreement.
 - a. Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen days' written notice to the other party:
 - i. Bankruptcy. By either party, if the other party files a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.
 - ii. Breach. By either party, if the other party defaults in the performance of this Agreement and the default continues for fifteen days after written notice of default is provided by the non-defaulting party.
 - iii. Transfer of Business. By City, if Vendor is acquired by, or substantially transfers its assets or business to any third party.
 - b. Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five days' written notice to the other party.
 - c. Effect of Termination. 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.
5. Fees. Upon Agreement execution, Vendor shall pay City a \$500 security deposit, which will be returned to Vendor upon Agreement termination less any moneys necessary for repairs. Vendor shall pay City a \$50 utility fee and a \$100 user fee monthly from April through October.
6. Property Maintenance. Vendor shall be responsible for maintaining the Premises and grounds around the Premises in a clean and presentable condition, including ensuring that

garbage and recycling generated by Vendor's activities is properly handled. Vendor assumes responsibility for any damage caused directly or proximately to City property arising out of Vendor's use of the Premises. City and Vendor have come to terms with improvements to the concession stand building. Once terms have been fulfilled, Vendor will take responsibility for the building. City will be responsible for lawn maintenance.

7. Security and Safety. Vendor is solely responsible for securing Vendor's property. Vendor may install such security measures as appropriate to secure Vendor's property provided that such measures do not alter or damage City property. Except for emergency situations, City will only enter Premises when accompanied by Vendor or Vendor's staff. Vendor shall implement and maintain reasonable safety measures and procedures related to Vendor's activities.
8. Insurance. Vendor agrees to obtain and maintain, at its sole cost and expense, commercial general liability insurance coverage in an amount not less than \$1,000,000 with respect to its activities and services, for the benefit of both the City and Vendor and agrees to name the City as additional insured. Each party shall obtain and maintain property insurance coverage on their respective assets.
9. Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent, or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each Party shall be responsible for its own operational expenses incurred in the performance of this Agreement.
10. Non-assumption of Liabilities. Neither Party shall assume or become liable for any of the existing or future obligations, liabilities, debts of the other party by entering into and performing this Agreement.
11. Indemnification. Vendor agrees that it shall hold harmless and defend and indemnify the City from and against any and all claims, liabilities, losses, damages or expenses including reasonable attorneys' fees and expenses, which may arise during the Term of this Agreement as a result of the use and/or occupancy of the Premises by Vendor, their employees, and agents, or others acting by, through or under the express or implied authority of Vendor including, but not limited to, any such claims, liabilities, losses, damages, or expenses which may arise as a result of any personal injury, death, or property damage occurring on or about the Premises or through activities occurring with equipment rented from Vendor, except to the extent caused by the negligence or willful misconduct of the City. City agrees to defend, indemnify, and hold harmless Vendor and its employees and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses including reasonable attorneys' fees and expenses, and costs of investigation, resulting from or arising out of or in connection with any claim made as a result of the City's ownership of the Premises unrelated to Vendor's activities and services set forth in this Agreement, provided however, that the City shall not defend, indemnify or hold Vendor harmless from and against, and Vendor shall not be exculpated from any claim, action, damage, expense, loss or liability directly or

indirectly cause by or arising from bad faith, recklessness, gross negligence, gross misconduct, or willful misconduct of Vendor, or arising out of any breach of representations or any of its obligations pursuant to this Agreement. The Parties shall notify each other of the existence of claims relating to the Premises or services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

12. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and except as provided for herein, may not be assigned or transferred to a third party without the other Party's prior written consent. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors, and assigns.
13. Notice. Any notice, consent, approval, request, or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other Party, or to such other address as either Party may give notice of from time to time in accordance with this Agreement. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail. Routine business correspondence may be conducted via email, telephone, or in-person.
14. Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.
15. Amendment. This Agreement may be amended only by a writing signed by both Parties.
16. 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.
17. Severability. The invalidity or unenforceability of any particular provision 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.
18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successor and assigns, and subject to the terms of this Agreement, any corporate successors by merger, consolidation or other corporate reorganization, without limitation.
19. 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 for any reason beyond its reasonable

control, including without limitation, acts of God or of any public enemy, elements, flood, strikes, statutory or other law, regulation, or rule of the federal, state, or local government or any agency thereof.

20. Governing Law and Dispute Resolution. This Agreement shall be construed and interpreted in accordance with Wisconsin law. Parties agree to negotiate disputes in good faith and when such negotiations fail, the Parties agree to jurisdiction of the Sheboygan County Circuit Court.
21. Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by fax or in PDF format. All such counterparts together shall constitute one and the same instrument.

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

VENDOR:
Riverside Disc Golf, LLC

By: _____

Date: _____

CITY:
City of Sheboygan

By: _____
Ryan Sorenson, Mayor

Date: _____

ATTEST:

By: _____
Meredith DeBruin, City Clerk

Date: _____



AGENDA ITEM MEMORANDUM

DATE: 6/2/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: General Ordinance 8-25-26 – An ordinance amending sections 22-93 and 22-97 of the Sheboygan Municipal Code relating to post-construction stormwater management.

ISSUE

Should the Public Works Committee recommend revising the stormwater ordinance?

STAFF RECOMMENDATION

Staff recommends approving changes to the stormwater ordinance.

BACKGROUND/DISCUSSION

The City recently revised its post-stormwater ordinance to align with Wis. Admin. Code Ch. NR 151 regulations as a baseline, incorporating additional measures to mitigate the risk of stormwater infrastructure overcapacity. Like many municipalities, Sheboygan has adopted stricter requirements than those mandated by the Wisconsin Department of Natural Resources (DNR). However, City staff strongly advocate for reinstating the two exemptions outlined below into the ordinance to better balance regulatory oversight with practical implementation.

- 1) Adding an exemption for redevelopment post-construction sites with no increase in exposed parking lots or roads.
- 2) Adding an exemption to the Peak Flow requirements to allow for a post-construction site where the change in hydrology due to development does not increase the existing surface water elevation at any point within the downstream receiving water by more than 0.01 of a foot for the 2-year, 24-hour storm event.

Excluding these exemptions from the ordinance could lead to substantially increased development costs for properties across the City, while offering only minimal benefits. Reinstating these exemptions would ensure the City's ordinance remains aligned with DNR regulations on these specific provisions, striking a balance between regulatory compliance and practical development considerations.

FUNDING IMPACT

There will be no funding impact.

IF APPROVED, NEXT STEPS:

If approved, City staff will begin reviewing stormwater approval using the new ordinance.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
ORDINANCE 8-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 9, 2025.

AN ORDINANCE amending sections 22-93 and 22-97 of the Sheboygan Municipal Code relating to post-construction stormwater management.

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

SECTION 1: **AMENDMENT** “Sec 22-93 Applicability And Jurisdiction” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 22-93 Applicability And Jurisdiction

(a) *Applicability.*

(1) Except as provided under par. (2), this ordinance applies to the following:

- a. A post-construction site whereupon one acre or more of land-disturbing construction activity occurs during construction.
- b. A post-construction site that had more than 1,000 square feet but less than one acre of land-disturbing activity shall be required to obtain a permit under this ordinance, but shall only be required to comply with the performance standards contained in section 22-97(d)(2) regarding peak discharges unless otherwise required by the administering authority.

(2) A site that meets any of the criteria in this paragraph is exempt from the requirements of this ordinance:

- a. A post-construction site with less than ten percent connected imperviousness, based on the area of land disturbance, provided the cumulative area of all impervious surfaces is less than one acre. However, the exemption of this paragraph does not include exemption from the protective area standard of this ordinance.
- b. Agricultural facilities and practices.
- c. Underground utility construction, but not including the construction of any above-ground structures associated with utility construction.
- d. A redevelopment post-construction site with no increase in exposed parking lots or roads.

...”

SECTION 2: AMENDMENT “Sec 22-97 Performance Standards” of the Sheboygan Municipal Code is hereby amended as follows:

“Sec 22-97 Performance Standards

- (a) *Responsible party.* The responsible party shall comply with this section.
- (b) *Stormwater management plan.* A written stormwater management plan in accordance with section 22-99 shall be developed and implemented for each post-construction site.
- (c) *Maintenance of effort.* For redevelopment sites where the redevelopment will be replacing older development that was subject to post-construction performance standards of Wis. Admin. Code Ch. NR 151 in effect on or after October 1, 2004, the responsible party shall meet the total suspended solids reduction, peak flow control, infiltration, and protective areas standards applicable to the older development or meet the redevelopment standards of this ordinance, whichever is more stringent.
- (d) *Requirements.* The stormwater management plan required under section 22-97(b) shall include the following:

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

...

- (2) *Peak Discharge.*

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

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

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

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

Table 2. Maximum Pre-Development Runoff Curve Numbers

Runoff Curve Number	Hydrologic Soil Group			
	A	B	C	D
Woodland	30	55	70	77
Grassland	39	61	71	78
Cropland	55	69	78	83

- b. Exemptions:** A post-construction site where the change in hydrology due to development does not increase the existing surface water elevation at any point within the downstream receiving water by more than 0.01 of a foot for the 2-year, 24-hour storm event. Note: Hydraulic models such as HEC-RAS or another methodology may be used to determine the change in surface water elevations.

...”

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: 6/2/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 39-25-26 – A resolution authorizing an amendment to the Foth Infrastructure and Environment, LLC agreement, dated April 12, 2024, to include services for additional design and construction administrative services for the Gartman Farm Subdivision Design.

ISSUE

Should the Public Works Committee recommend executing a contract amendment to the existing Foth Infrastructure and Environment, LLC (Foth) agreement to provide additional design services and construction administrative services for the Gartman Farm Subdivision?

STAFF RECOMMENDATION

Staff recommends approving the contract amendment.

BACKGROUND/DISCUSSION

This amendment consists of two key components:

The first component addresses the additional design work required due to unforeseen site condition changes which arose after the initial design phase commenced. Since these changes could not have been anticipated within the original scope, additional design efforts were necessary to accommodate the updated site conditions.

The second component introduces construction administration services to effectively manage and oversee the recently approved site grading contract. The initial agreement with Foth had identified construction administration services as a scope of work to be added later, as defining an exact scope was challenging given the project's complexity and evolving construction requirements. These services will encompass construction oversight, on-site observation, record drawings, and geotechnical field engineering, ensuring proper execution and documentation throughout the process.

The Engineering Division of the Department of Public Works does not have the staffing levels necessary to manage a project of this size and complexity while also managing many other projects for the City this year.

Foth has the necessary expertise and experience to successfully deliver a project of this size. With a strong background in municipal infrastructure and roadway construction, they have consistently demonstrated their ability to manage complex projects and produce high-quality outcomes. Staff members who have previously collaborated with Foth on various initiatives remain confident in their ability to provide exceptional service and project management.

FUNDING IMPACT

Funds for this construction have been included in the TID 23 project plan.

DEPARTMENT OF
PUBLIC WORKS

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AGENDA ITEM MEMORANDUM (CONT.)

Account	Description	Amount
423660-621100	TID 23 Fund - Land	\$637,500.00

IF APPROVED, NEXT STEPS:

If approved, City staff will sign the contract amendment.

**CITY OF SHEBOYGAN
RESOLUTION 39-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 9, 2025.

A RESOLUTION authorizing an amendment to the Foth Infrastructure and Environment, LLC agreement dated April 12, 2024, to include services for additional design and construction administrative services for the Gartman Farm Subdivision Design.

WHEREAS, Foth Infrastructure and Environment, LLC, was contracted to perform design activities supporting the Gartman Farm Subdivision via Resolution 193-23-24; and

WHEREAS, while performing these services, Foth identified changes necessary to the design that result in additional costs; and

WHEREAS, Mashuda Contractors was contracted to construct Phase 1 of the Gartman Farm Subdivision via Resolution 8-25-26; and

WHEREAS, the City desires to contract with Foth Infrastructure and Environment, LLC to provide construction administrative services during these activities based upon their knowledge, experience, and understanding of the site.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached amendment with Foth Infrastructure and Environment, LLC for the Gartman Farm Subdivision Design, additional design, and construction administrative services.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds not to exceed \$637,500.00 from Account No. 423660-621100 (TID 23 Fund – Land) 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



Project Title:	Gartman Property TIF District Infrastructure	FOTH Project Number:	24S042.00
		CLIENT Project Number: (If applicable)	

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **April 12, 2024**, (hereinafter "Addendum"), is made and entered into **1st** day of **June, 2025** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **CITY OF SHEBOYGAN**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT:	City of Sheboygan – Department of Public Works
Address:	2026 New Jersey Avenue Sheboygan, WI 53081-4714
Phone No:	920-459-3367
Email Address:	kevin.jump@sheboyganwi.gov

Scope of Services:	This Addendum covers design phase and construction phase services as outlined in Attachment A.
---------------------------	--



Schedule:	Construction phase services shall be performed starting once Bid Package 1 has been awarded by the Council. It is anticipated that construction will commence in June 2025 and extend into June 2026.
------------------	---

Compensation:	In consideration of these Services, the Client agrees to pay Consultant compensation as follows:
<input type="checkbox"/> Lump-Sum in the amount of \$.00
<input checked="" type="checkbox"/> Unit Cost/Time Charges (Standard Rates) with a total additional amount not-to-exceed \$487,500.00-\$637,500.00 (depending on the actual construction duration)	
<input type="checkbox"/> Unit Cost/Time Charges (Standard Rates) for a total amount estimated at \$	0.00
<input type="checkbox"/> Other as stated here:	

Special Conditions (if any):

Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

City of Sheboygan	FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
Signed:	
Name (printed):	Thomas J. Ludwig PE
Title:	State Operations Director
Date:	5/15/2024
	
Signed:	
Name (printed):	Carrie L. Voskuil
Title:	Senior Contracts Manager
Date:	5/15/2025

Ballpark Commons Office Building
 7044 South Ballpark Drive, Suite 200
 Franklin, WI 53132
 (414) 336-7900
 foth.com

ATTACHMENT A

Gartman Design Modifications & Construction Phase Scope Items

- A. Design Modifications
 - 1) Redesign of Phase 1/2 (previous Phase 1A)
 - 2) 18th Street alternative alignment layout/evaluation
- B. Construction Administration – Bid Package 1
 - 1) Contract preparation
 - 2) Preconstruction meeting
 - 3) Project communications
 - 4) Shop drawings/submittals
 - 5) Schedule tracking
 - 6) Pay applications
 - 7) Change orders
- C. Construction Observation – Bid Package 1
 - 1) Erosion control inspection (weekly)
 - 2) Progress reports (weekly)
 - 3) Aerial mapping (monthly)
- D. Record Drawings – Bid Package 1
 - 1) Pond A grading & outlet controls
 - 2) Pond B grading & outlet controls
- E. Geotechnical Field Engineering – Bid Package 1
 - 1) Fill monitoring
 - 2) Compaction testing
 - 3) Pond liner testing

Design Modifications	\$67,500
Construction Administration	\$100,000-\$120,000
Construction Observation	\$200,000-\$225,000
Record Drawings	\$20,000-\$25,000
Geotechnical Testing	\$100,000-\$200,000



AGENDA ITEM MEMORANDUM

DATE: 6/2/2025

TO: Public Works Committee

FROM: Jordan Skiff, Wastewater Superintendent

SUBJECT: Resolution 41-25-26 – A resolution informing the Wisconsin Department of Natural Resources that the 2024 Compliance Maintenance Annual Report has been reviewed.

ISSUE

Should the Public Works Committee recommend approval informing the Wisconsin Department of Natural Resources that the 2024 Compliance Maintenance Annual Report has been reviewed?

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

The CMAR is required by the Wisconsin DNR to be completed and submitted each year. This submittal is for the calendar year 2024. The report tracks information from the Wastewater Treatment Plant (WWTP) regarding wastewater volume and metrics like nitrogen, phosphorus, biological oxygen demand (BOD) and total suspended solids (TSS) removal. It also confirms our staffing is adequate and properly certified, the wastewater fund is in good standing, and the condition of our collection system (sewer pipes in the street).

While 2024 held plenty of challenges for the WWTP and collection system, none of them led to "points" being assessed, meaning we received a perfect "A" in each category. If lower grades had been received, corrective steps may have been required. With such a good score, any improvements we seek to make are voluntary.

FUNDING IMPACT

Approving the resolution and CMAR will not cost the wastewater fund anything. Penalties or other DNR action could result if the CMAR is *not* approved in a timely manner.

IF APPROVED, NEXT STEPS:

Assuming the City Council approves the resolution on June 16th, WWTP staff will submit the final CMAR, including the official signed resolution, completing the submittal before the end of June as required.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
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**CITY OF SHEBOYGAN
RESOLUTION 41-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 9, 2025.

A RESOLUTION informing the Wisconsin Department of Natural Resources that the 2024 Compliance Maintenance Annual Report has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the Wisconsin Department of Natural Resources that the Common Council has reviewed the 2024 Compliance Maintenance Annual Report (“CMAR”), which is attached to this Resolution.

BE IT FURTHER RESOLVED: That the Sheboygan Regional Wastewater Treatment Plant received an “A” grade for each section of the 2024 CMAR and no further Council action is required.

BE IT FURTHER RESOLVED: That the 2024 CMAR be accepted and placed on file.

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting Per.

6/4/2025

2024

Item 16.

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	10.7101	x	174	x	8.34	=	15,505
February	11.4147	x	149	x	8.34	=	14,229
March	12.0943	x	135	x	8.34	=	13,573
April	14.1300	x	126	x	8.34	=	14,835
May	13.4025	x	131	x	8.34	=	14,686
June	15.6108	x	126	x	8.34	=	16,396
July	14.5209	x	136	x	8.34	=	16,464
August	10.9074	x	139	x	8.34	=	12,628
September	8.6329	x	174	x	8.34	=	12,505
October	7.9486	x	208	x	8.34	=	13,796
November	9.2831	x	161	x	8.34	=	12,455
December	8.7521	x	183	x	8.34	=	13,376

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	25.2	x	90	=	22.68
		x	100	=	25.2
Design BOD, lbs/day	27940	x	90	=	25146
		x	100	=	27940

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting Per.

6/4/2025

2024

Item 16.

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2024-07-19

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes

☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☒ Yes

☒ Yes

☒ Yes

☐ No

☐ No

☐ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☒ Yes

40,800

gallons

☐ No

Holding Tanks

☒ Yes

3,998,920

gallons

☐ No

Grease Traps

☐ Yes

0

gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance was unaffected as a result of receiving these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.

N/A

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Sheboygan Wastewater Treatment Plant

Last Updated: 6/4/2025 Reporting For: **2024**

<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <div><p>We received industrial dairy wastes. Plant performance was unaffected as a result of receiving these wastes.</p><p>Industrial Cheese Wastewater: 3,201,900 gallons</p><p>Fromm Foods (Pet food Industrial wastewater): 227,500 gallons</p><p>Port-a-potty wastewater: 39,415 gallons</p></div>	
---	--

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting Per.

6/4/2025

2024

Item 16.

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	3	1	0	0
March	25	22.5	3	1	0	0
April	25	22.5	2	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	2	1	0	0
July	25	22.5	2	1	0	0
August	25	22.5	3	1	0	0
September	25	22.5	3	1	0	0
October	25	22.5	0	1	0	0
November	25	22.5	1	1	0	0
December	25	22.5	1	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

☐ Yes Enter last calibration date (MM/DD/YYYY)

☒ No

If No, please explain:

We do not have an effluent flow meter.

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

There were no issues with treatment during 2024.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☒ Yes

☐ No

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting Per:
6/4/2025 2024

Item 16.

If Yes, please explain:

Residual chlorine on June 17, 2024, after struggling with analyzer accuracy.

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

☐ Yes

☒ No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

☐ Yes

☐ No

☒ N/A

Please explain unless not applicable:

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Item 16.

Last Updated: Reporting Per:
6/4/20252024

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	4	1	0	0
February	30	27	5	1	0	0
March	30	27	5	1	0	0
April	30	27	4	1	0	0
May	30	27	3	1	0	0
June	30	27	4	1	0	0
July	30	27	3	1	0	0
August	30	27	5	1	0	0
September	30	27	5	1	0	0
October	30	27	1	1	0	0
November	30	27	3	1	0	0
December	30	27	3	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.
Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting Per.
6/4/2025 2024

Item 16.

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	23	23	1.926	0	1.29	2.143	2.03	1.993	0
February	23	23	2.374	0	3.57	2.559	2.106	1.49	0
March	23	23	.987	0	1.671	.657	.674	.679	0
April	23	23	.443	0	1.443	.114	.331	.006	0
May									0
June									0
July									0
August									0
September									0
October									0
November	23	23	.344	0	.166	.146	.533	.551	0
December	23	23	.819	0	1.237	.253	.43	1.183	0
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.287	1	0
February	.9	0.363	1	0
March	.9	0.394	1	0
April	.9	0.332	1	0
May	.9	0.333	1	0
June	.9	0.276	1	0
July	.9	0.249	1	0
August	.9	0.418	1	0
September	.9	0.505	1	0
October	.9	0.296	1	0
November	.9	0.321	1	0
December	.9	0.340	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.
Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☐ Land applied under your permit
- ☒ Publicly Distributed Exceptional Quality Biosolids
- ☐ Hauled to another permitted facility
- ☐ Landfilled
- ☐ Incinerated
- ☒ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

Biosolids are sold to an outside contractor for use as a soil conditioner.

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 005 - EQ Dried Sludge - Silo

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75		<3.8		4.9		5.1	3.6		5.7		3.6			0	0
Cadmium		39	85		.51		.69		.72	.68		.87		.62			0	0
Copper		1500	4300		270		350		360	310		350		330			0	0
Lead		300	840		16		19		22	24		25		22			0	0
Mercury		17	57		.34		.27		.24	.29		.33		.36			0	0
Molybdenum	60		75		9.6		11		11	10		11		12		0		0
Nickel	336		420		25		28		27	26		28		28		0		0
Selenium	80		100		<6.4		<6.2		<5.3	<5.8		<5.6		<4.8		0		0
Zinc		2800	7500		480		590		580	570		640		650			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

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3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2024 - 02/29/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2024 - 04/30/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2024 - 06/30/2024
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

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Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2024 - 08/31/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2024 - 10/31/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2024 - 12/31/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2024 - 12/31/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

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Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2024 - 02/29/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2024 - 12/31/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2024 - 12/31/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2024 - 12/31/2024
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

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Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2024 - 12/31/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2024 - 12/31/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2024 - 04/30/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2024 - 06/30/2024
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

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Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2024 - 08/31/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2024 - 10/31/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2024 - 12/31/2024
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

0

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Outfall Number:	004
Method Date:	02/06/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.8

Outfall Number:	004
Method Date:	04/22/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.8

Outfall Number:	004
Method Date:	06/03/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99

Outfall Number:	004
Method Date:	07/15/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	100

Outfall Number:	004
Method Date:	09/16/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.1

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Outfall Number:	004
Method Date:	11/18/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99.1

Outfall Number:	005
Method Date:	11/18/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	98.9

Outfall Number:	005
Method Date:	02/06/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.6

Outfall Number:	005
Method Date:	09/16/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	98.1

Outfall Number:	005
Method Date:	07/15/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	99.9

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Outfall Number:	005
Method Date:	06/03/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	99.7

Outfall Number:	005
Method Date:	04/22/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	97.7

Outfall Number:	005
Method Date:	02/05/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	96.9

Outfall Number:	005
Method Date:	04/22/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.7

Outfall Number:	005
Method Date:	06/03/2024
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99.7

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Outfall Number:	005		0
Method Date:	07/15/2024		
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):	>90		
Results (if applicable):	99.9		
Outfall Number:	005		0
Method Date:	09/16/2024		
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):	>90		
Results (if applicable):	98.1		
Outfall Number:	005		0
Method Date:	11/18/2024		
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):	>90		
Results (if applicable):	98.9		
5.2 Was the limit exceeded or the process criteria not met at the time of land application?			
<input type="radio"/> Yes (40 Points)			
<input checked="" type="radio"/> No			
If yes, what action was taken?			
<input type="text"/>			
6. Biosolids Storage			
6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?			
<input checked="" type="radio"/> >= 180 days (0 Points)			
<input type="radio"/> 150 - 179 days (10 Points)			
<input type="radio"/> 120 - 149 days (20 Points)			
<input type="radio"/> 90 - 119 days (30 Points)			
<input type="radio"/> < 90 days (40 Points)			
<input type="radio"/> N/A (0 Points)			
6.2 If you checked N/A above, explain why.			
<input type="text"/>			
7. Issues			
7.1 Describe any outstanding biosolids issues with treatment, use or overall management:			
<input type="text"/>			

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Score (100 - Total Points Generated)	
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Item 16.

Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div></div> <p>Could use more help/staff for:</p> <div></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none">● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/>○ No (40 points)<input type="checkbox"/><input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none">● Yes○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none">● Yes<ul style="list-style-type: none">○ Paper file system● Computer system○ Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">○ Excellent● Very good○ Good○ Fair○ Poor <p>Describe your rating:</p>	

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We have a large Plant that is almost 50 years old, so repairs and maintenance are always needed. However, an aggressive program using in-house and contracted help allows us to keep the Plant operating well overall.

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

TYLER J HOFFMANN

Certification No:

36909

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes		X		
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid		X		
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen		X		
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	X	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- Yes
- No
- N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- Yes
- No
- N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff

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<div><div><input type="checkbox"/> An arrangement with another certified operator</div><div><input type="checkbox"/> An arrangement with another community with a certified operator</div><div><input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year</div><div><input type="checkbox"/> A consultant to serve as your certified operator</div><div><input type="checkbox"/> None of the above (20 points)</div><div>If "None of the above" is selected, please explain:</div><div></div></div>	0
<div>4. Continuing Education Credits</div> <div>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</div> <div>OIT and Basic Certification:</div> <div><div><input type="radio"/> Averaging 6 or more CECs per year.</div><div><input type="radio"/> Averaging less than 6 CECs per year.</div></div> <div>Advanced Certification:</div> <div><div><input checked="" type="radio"/> Averaging 8 or more CECs per year.</div><div><input type="radio"/> Averaging less than 8 CECs per year.</div></div>	

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Score (100 - Total Points Generated)	
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Financial Management

1. Provider of Financial Information		
Name:	Kaitlyn Krueger	
Telephone:	920-459-3440	(XXX) XXX-XXXX
E-Mail Address (optional):	Kaitlyn.Krueger@sheboyganwi.gov	
2. Treatment Works Operating Revenues		
2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?		
● Yes (0 points) <input type="checkbox"/>		
○ No (40 points)		
If No, please explain:		
2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?		
Year:	2024	0
● 0-2 years ago (0 points) <input type="checkbox"/>		
○ 3 or more years ago (20 points) <input type="checkbox"/>		
○ N/A (private facility)		
2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?		
● Yes (0 points)		
○ No (40 points)		
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds		
3.1 When was the Equipment Replacement Fund last reviewed and/or revised?		
Year:	2024	
● 1-2 years ago (0 points) <input type="checkbox"/>		
○ 3 or more years ago (20 points) <input type="checkbox"/>		
○ N/A		
If N/A, please explain:		
3.2 Equipment Replacement Fund Activity		
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	1,764,559.60
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	0.00
3.2.3 Adjusted January 1st Beginning Balance	\$	1,764,559.60
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$ 193,682.72

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 1,958,242.32

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 1,958,242.32

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Upgrade administrative building HVAC system, including mechanical equipment, electrical service, automation and controls.	\$750,000	2025
2	Replace the badly corroded beams supporting a 48" influent pipe in anaerobic basins with stainless steel. Seal expansion joints and repair spalled concrete.	\$914,000	2024
3	Sanitary Sewer Lining Projects. The city of Sheboygan is setting aside money annually to line sanitary sewers in conjunction with street replacement projects over the next five years. The estimated cost is the total cost of the work over the next five years.	\$5,000,000	2028
4	Replacement aeration blower.	\$375,000	2025
5	Update 6th and Pershing Lift Station. The lift station will be painted and the controls and electrical will be upgraded.	\$125,000	2025
6	Upgrade isolation gate gearboxes.	\$100,000	2025
7	A Bleach and Bisulfite Tank Replacement project has been replaced with a planned project to install UV disinfection, now scheduled for 2028.	\$50,000,000	2028
8	Upgrade the Plant laboratory with new cupboards, cabinets, and fume hood, as well as new electrical, mechanical and plumbing systems.	\$325,000	2025
9	Ferric Chloride Tank Replacement	\$150,000	2025
10	Grit System Modifications. Baffles will be installed in the Pista grit chamber to improve both low and high flow performance.	\$125,000	2025
11	Replace heat exchangers for the anaerobic digesters.	\$400,000	2025
12	Final Effluent pumps replacement	\$45,000	2025

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13	Install fine screens and conveyor in the wet well, to augment the screens already in place downstream of the raw pumps. A \$50,000 study is anticipated in 2025.	\$2,000,000	2028
14	Study old digester area for possible demolition or re-use.	\$50,000	2025
15	North Avenue lift station controls and PLC (programmable logic controls) upgrade	\$50,000	2025
16	Replace administrative building roof.	\$550,000	2026
17	Paint North Avenue lift station	\$100,000	2025
18	Indiana Avenue lift station isolation wet well	\$675,000	2027
19	Kentucky Avenue lift station upgrade	\$1,700,000	2026
20	Replace Influent building roof, HVAC system.	\$850,000	2026
21	Complete small storm sewer projects to reduce I/I (\$50,000 budgeted per year for the next five years).	\$250,000	2028
22	Install VFDs on Influent Pumps 2, 3, 4	\$127,500	2027
23	Complete plant expansion study.	\$50,000	2025
24	Replace Shoreline Interceptor, a 60" concrete pipe between the Kentucky Ave. pump station and the WWTP.	\$12,000,000	2025
25	Install Southside Interceptor, a 48" line serving a business park, interstate corridor and expansive housing development in southwest Sheboygan.	\$31,000,000	2026

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	54,800	678
February	57,344	460
March	60,303	423
April	71,750	253
May	54,794	27
June	72,601	5
July	79,193	0
August	52,167	1
September	39,784	4
October	39,111	67
November	43,907	86
December	57,684	511
Total	683,438	2,515
Average	56,953	229

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

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6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☐ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- ☐ No
- ☒ Yes

Year:

2005

By Whom:

Focus on Energy

Describe and Comment:

We continue to work with Focus on Energy to track energy usage (overall and for key processes or equipment) and to identify projects and improvements.

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Installing VFDs in all North Ave. Pump Station pumps. Upgrading HVAC equipment at Kentucky Ave. Pump Station.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

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TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	492,300	332.01	1,483	480.66	1,024	5,267
February	486,000	331.03	1,468	412.64	1,178	11,317
March	585,900	374.92	1,563	420.76	1,392	28,603
April	595,800	423.90	1,406	445.05	1,339	19,438
May	543,600	415.48	1,308	455.27	1,194	10,378
June	527,400	468.32	1,126	491.88	1,072	6,908
July	630,900	450.15	1,402	510.38	1,236	4,242
August	571,500	338.13	1,690	391.47	1,460	5,218
September	529,200	258.99	2,043	375.15	1,411	5,372
October	499,500	246.41	2,027	427.68	1,168	5,938
November	455,400	278.49	1,635	373.65	1,219	8,977
December	464,400	271.32	1,712	414.66	1,120	4,856
Total	6,381,900	4,189.15		5,199.25		116,514
Average	531,825	349.10	1,572	433.27	1,234	9,710

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☒ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☐ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☐ UV Disinfection
- ☒ Variable Speed Drives
- ☒ Other:

Process water pumping.

7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Incorporating LED lighting in building HVAC projects. Replacing admin building HVAC with state-of-the-art, energy efficient equipment and automated controls. Installing aeration blowers that can be turned down farther to provide only the amount of air needed. Smaller process water pump for better turn-down capability.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

Flared Off

Building Heat

Process Heat

Generate Electricity

Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:2005

By Whom:Focus on Energy

Describe and Comment:

We continue to work with Focus on Energy to track energy usage (overall and for key processes or equipment) and to identify projects and improvements.

Part of the facility

Year:

By Whom:

Describe and Comment:

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

100

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- ☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Continue to implement a preventative maintenance program and respond to emergency overflows (working with sewershed customers to prevent future incidents). Provide adequate capacity to convey wet-weather flows. Adjust construction practices to mitigate Sanitary Sewer Overflows (SSO's). Install interceptors to allow increased, more reliable service to new development.

Did you accomplish them?

- ☐ Yes
- ☒ No

If No, explain:

Two SSOs occurred in 2024, one at the WWTP and one in the collection system. Construction practices at the Plant and public notification/preventative maintenance for the collection system have been adjusted to reduce the risk of future incidents.

- ☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

- ☐ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City of Sheboygan Sewer Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2016-12-05

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance
- ☒ Operation and Maintenance [NR 210.23 (4) (d)]

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Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	42.25	% of system/year
Root removal	1.78	% of system/year
Flow monitoring	19.67	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	1.98	% of system/year
Manhole inspections	19.67	% of system/year
Lift station O&M	61	# per L.S./year
Manhole rehabilitation	1.03	% of manholes rehabbed
Mainline rehabilitation	0.25	% of sewer lines rehabbed

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Private sewer inspections	<input type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0"/>	% of private services
River or water crossings	<input type="text" value="37.68"/>	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
<div></div>		

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="33.7"/>	Total actual amount of precipitation last year in inches
<input type="text" value="32"/>	Annual average precipitation (for your location)
<input type="text" value="203.90"/>	Miles of sanitary sewer
<input type="text" value="5"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="1"/>	Number of sewer pipe failures
<input type="text" value="17"/>	Number of basement backup occurrences
<input type="text" value="19"/>	Number of complaints
<input type="text" value="11.44"/>	Average daily flow in MGD (if available)
<input type="text" value="15.51"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.02"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.08"/>	Basement backups (number/sewer mile)
<input type="text" value="0.09"/>	Complaints (number/sewer mile)
<input type="text" value="1.4"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows				
LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume
0	6/25/2024 6:30:00 AM - 6/25/2024 7:30:00 AM	3333 Lakeshore Dr.	Rain, Other causes	209,739
1	6/25/2024 6:30:00 AM - 6/25/2024 7:00:00 AM	3333 Lakeshore Dr.	Rain, Other causes	42,995
2	6/25/2024 6:30:00 AM - 6/25/2024 7:00:00 AM	3333 Lakeshore Dr.	Rain, Other causes	22,440
3	11/29/2024 6:00:00 AM - 12/2/2024 1:30:00 PM	3104 Cherokee Dr, Sheboygan	Plugged Sewer	111,300

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4	12/2/2024 3:00:00 PM - 12/3/2024 9:30:00 AM	3309 River Bluff Dr., Sheboygan	Plugged Sewer	25,900
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** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

Three of six aeration basins were empty for a construction project during the extreme rain of 6/25/24, causing the remaining three to be overwhelmed. Basins will not be empty for as long in future projects, especially if the weather forecast is concerning. For the November event, this segment of the collection system traverses a remote, hard-to-access section of a city park. Access to this line has been improved since the incident, and this segment of the system has been added to a routine cleaning schedule. Sewershed customers were notified of the ordinance regarding the items that should (and shouldn't) be flushed into the sewer, and the impact that can have on their own home.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☒ Yes

☐ No

If Yes, please describe:

Plant flows can double (or more) during heavy rain or snow melt, especially during extreme rains in June and August 2024.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☒ Yes

☐ No

If Yes, please describe:

The 6/25/24 SSO at the WWTP was caused in part by a fast spike in flows reaching the Plant during an extreme rain event.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Problems of 2024 had less to do with changes in our system as it did with the extreme nature of the storm that led to an SSO.

5.4 What is being done to address infiltration/inflow in your collection system?

We continue to invest in I/I improvements such as sewer lining, televising and cleaning. Our Engineering staff is committed to making this program even more robust in the future.

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent				
BOD/CBOD				
TSS				
Ammonia				
Phosphorus				
Biosolids				
Staffing/PM				
OpCert				
Financial				
Collection				
TOTALS			0	0
GRADE POINT AVERAGE (GPA) =				

Notes:
A = Voluntary Range (Response Optional)
B = Voluntary Range (Response Optional)
C = Recommendation Range (Response Required)
D = Action Range (Response Required)
F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing Body or Owner:	
Date of Resolution or Action Taken:	
Resolution Number:	
Date of Submittal:	

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):
Influent Flow and Loadings: Grade =

Effluent Quality: BOD: Grade =

Effluent Quality: TSS: Grade =

Effluent Quality: Ammonia: Grade =

Effluent Quality: Phosphorus: Grade =

Biosolids Quality and Management: Grade =

Staffing: Grade =

Operator Certification: Grade =

Financial Management: Grade =

Collection Systems: Grade =
(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. =