



PUBLIC WORKS COMMITTEE AGENDA

February 13, 2024 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

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

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

OPENING OF MEETING

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

MINUTES

5. Approval of Minutes: January 23, 2024

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 147-23-24 / A resolution authorizing the Finance Director to make a change to the 2024 Capital Improvements Plan in order to reallocate funding within the Motor Vehicle Department and amending the 2024 budget to reflect the change.
7. Res. No. 148-23-24 / A resolution authorizing the Superintendent of Parks and Forestry to take necessary actions to receive a grant from Fund for Lake Michigan for the Maywood and Evergreen Parks Water Quality Improvement project.
8. Res. No. 150-23-24 / A resolution authorizing the appropriate City officials to enter into contract with Norcon Corporation for the rehabilitation of the aeration basins at the City of Sheboygan Wastewater Treatment Facility.
9. Res. No. 152-23-24 / A resolution authorizing the appropriate City officials to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC for the Management and Operation of Recreational Programs at Wildwood Athletic Complex.

NEXT MEETING DATE

10. Next Regular Meeting Date: February 27, 2024

ADJOURNMENT

11. Motion to adjourn

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

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

CITY OF SHEBOYGAN
PUBLIC WORKS COMMITTEE MINUTES
Tuesday, January 23, 2024

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

STAFF/OFFICIALS PRESENT: Director of Public Works David Biebel, City Engineer Ryan Sazama, Superintendent of Parks and Forestry Joe Kerlin, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Facilities and Traffic Mike Willmas, Assistant City Attorney Liz Majerus, Business Manager Heather Burke and Administrative Clerk Stacy Weseljak

OTHERS PRESENT: Steve Jorgensen and Tracy Brunette

OPENING OF MEETING

1. Call to Order

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

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: January 9, 2024

MOTION TO APPROVE MINUTES FROM JANUARY 9, 2024

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

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

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Gen. Ord. No. 36-23-24 / An ordinance amending various sections of Chapter 60 of the Municipal Code so as to reflect desired management changes regarding the Marina and Riverfront.

MOTION TO RECOMMEND THE COMMON COUNCIL ACCEPT THE ORDINANCE

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

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

MOTION TO AMEND ORDINANCE 36-23-24 AS FOLLOWS: REPEAL AND REPLACE SEC. 60-46 TO READ: SEC. 60-46 PERMIT REQUIRED. NO PERSON SHALL DOCK A VESSEL AT THE HARBOR CENTRE MARINA OR SHEBOYGAN RIVER WITHOUT A PERMIT. THIS REQUIREMENT SHALL NOT APPLY TO

TRANSIENT VESSELS MOORED FOR LESS THAN TWELVE HOURS DUE TO INCLEMENT WEATHER
UPON WRITTEN PERMISSION GRANTED BY THE HARBORMASTER.

Item 5.

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

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

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE AS AMENDED

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

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

7. Res. No. 144-23-24 / A resolution authorizing the appropriate City officials to execute the Letter Form Proposal from SmithGroup, Inc. regarding the development of a Deland Park/Harbor Centre Marina master plan.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

8. Kiwanis & Wildwood Complex Parking Lot Improvement Discussion. DISCUSSION ONLY

NEXT MEETING DATE

9. Next Regular Meeting Date: February 13, 2024

ADJOURNMENT

10. Motion to adjourn

MOTION TO ADJOURN AT 5:59 PM

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

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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Finance Director to make a change to the 2024 Capital Improvements Plan in order to reallocate funding within the Motor Vehicle Department and amending the 2024 budget to reflect the change.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: February 5, 2024

MEETING DATE: February 13, 2024

FISCAL SUMMARY:

Budget Line Item: 730399-651400
 Budget Summary: Motor Vehicle Fund-
 Motor Vehicle-Heavy
 Equipment
 Budget Expenditure: \$55,000
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Department of Public Works had included in their 2024 Capital Improvement Plan request, funding for the purchase of a new tar kettle trailer for crack filling. Recently, the department became aware the Sheboygan Water Utility is purchasing a new quad axle dump truck and intends to trade in the current truck. The department has expressed a desire to purchase the used truck from the Sheboygan Water Utility as a quad-axle dump truck has the ability of hauling heavier loads than the trucks currently in use. A decision was made to forego the purchase of the crack filling trailer for 2024 and instead purchase the quad axle dump truck from the Sheboygan Water Utility.

STAFF COMMENTS: Staff has inspected the truck to be traded in by the Sheboygan Water Utility and has determined the truck will meet their needs. Included in the request are funds for replacement of consumables such as tires, brakes etc. which will be replaced in the Motor Vehicle Shop.

DECREASE:

Motor Vehicle Fund – Motor Vehicle – Light Equipment (Acct. No. 730399-651200)	\$65,000
Motor Vehicle Fund – Motor Vehicle – Fund Equity Applied (Acct. No. 730-493000)	\$10,000

INCREASE:

Motor Vehicle Fund – Motor Vehicle – Heavy Equipment

(Acct. No. 730399-651400)

\$55,000

ACTION REQUESTED: A motion to recommend the Common Council adopt Res. No. 147-23-24 authorizing the Finance Director to make a change to the 2024 Capital Improvements Plan in order to reallocate funding within the Motor Vehicle Department and amending the 2024 budget to reflect the change.

ATTACHMENTS:

- I. Res. No. 147-23-24

**CITY OF SHEBOYGAN
RESOLUTION 147-23-24**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 5, 2024.

A RESOLUTION authorizing the Finance Director to make a change to the 2024 Capital Improvements Plan in order to reallocate funding within the Motor Vehicle Department and amending the 2024 budget to reflect the change.

WHEREAS, the 2024 Capital Improvements Plan included up to \$65,000 in the Motor Vehicle Fund the purchase of a tar kettle trailer for crack filling; and

WHEREAS, the Sheboygan Water Utility has elected to replace a quad-axle dump truck with a new model and intends to trade-in the current truck; and

WHEREAS, the Motor Vehicle Department believes the purchase of this truck in lieu of the tar kettle trailer would better meet their current needs; and

WHEREAS, the Sheboygan Water Utility has agreed to sell the truck to the Motor Vehicle Department for the appraised trade-in value of \$35,000; and

WHEREAS, the Motor Vehicle Department has inspected the truck and has determined that there is approximately \$20,000 of improvements that will need to be completed to get the truck to the state needed for required use; and

WHEREAS, City Ordinance allows for the direct purchase of equipment from other governmental entities without the need for competitive bidding.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to adjust the 2024 Capital Improvements Plan to reallocate the associated funds for the purchase of a tar kettle trailer to the purchase of the used dump truck from the Sheboygan Water Utility via the following budget amendment:

DECREASE:

Motor Vehicle Fund – Motor Vehicle – Light Equipment (Acct. No. 730399-651200)	\$65,000
Motor Vehicle Fund – Motor Vehicle – Fund Equity Applied (Acct. No. 730-493000)	\$10,000

INCREASE:

Motor Vehicle Fund – Motor Vehicle – Heavy Equipment (Acct. No. 730399-651400)	\$55,000
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PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 148-23-24**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 5, 2024.

A RESOLUTION authorizing the Superintendent of Parks and Forestry to take necessary actions to receive a grant from Fund for Lake Michigan for the Maywood and Evergreen Parks Water Quality Improvement project.

WHEREAS, the City has been awarded a grant in the amount of \$70,000.00 from Fund for Lake Michigan; and

WHEREAS, the City will work with Lakeshore Natural Resources Partnership to develop a preliminary design plan to incorporate nature-based solutions to mitigate erosion and nutrient loading from gully system and point source stormwater discharges with the Pigeon River corridor in Evergreen Park and Maywood Environmental Park to improve water quality; and

WHEREAS, a copy of the Fund for Lake Michigan Grant Agreement is attached to this Resolution; and

WHEREAS, the Department of Public Works will be responsible for the administration of the agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Superintendent of Parks and Forestry is hereby authorized to sign all documents necessary to obtain and administer the grant.

BE IT FURTHER RESOLVED: That the grant funds shall be deposited in Account No. 101-437005 (General Fund – General – Local Grants).

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



A fund within the Greater Milwaukee Foundation
 c/o Greater Milwaukee Foundation
 101 W. Pleasant St., Milwaukee, WI 53212
 phone: (414) 272-5805

Fund for Lake Michigan Grant Agreement for Grant: 122528

The grant to your organization from the Fund for Lake Michigan (the Fund) at the Greater Milwaukee Foundation (the Foundation) is for the explicit purpose(s) described below and in your grant application to the FFLM and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed, **return one signed copy of this grant contract to the Fund for Lake Michigan via email to casey@fundforlakemichigan.org.**

Grant Information

Grantee name:	City of Sheboygan		
Amount of grant:	\$70,000	Date authorized:	11/17/2023
Grant purpose:	Maywood and Evergreen Parks Water Quality Improvement		
Grant period begins:	12/1/2023	Ends:	12/31/2024
Payment schedule:	\$60,000 on 1/1/2024 and \$10,000 on 2/1/2025		
Reporting schedule:	A final report is due 1/31/2025		
Special conditions:			

Special Provisions

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

Please read the following carefully:

I. EXPENDITURE OF FUNDS

This grant is to be used only for the purpose described in the grant application and in accordance with the approved budget. The program is subject to modification only with prior written approval from the Fund and the Foundation.

- A. The grantee shall return to the Foundation any unexpended funds:
 - 1. if the Fund or Foundation determines that the grantee has not performed in accordance with this agreement and approved program/budget,
 - 2. if the grantee loses its exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code, or
 - 3. if the grant period has ended.

- B. No funds provided by the Foundation may be used for any political campaign, legislation, candidates, or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study, and research. Grantees may be required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of the Fund for Lake Michigan or the Greater Milwaukee Foundation.

- C. Unless specifically authorized by the Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.

- D. The grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

- E. Private entities receiving funds from the Fund must solicit competitive bids for all contracts and other expenses estimated to be over \$50,000. Public entities receiving funds from the Fund must follow their own procurement laws and policies.

II. SIGNAGE AND PUBLICITY

- A. The grantee will include the Fund's logo and denote the Fund as a supporter of the project on printed materials, event announcements, the grantee's or project's website, and other media.
- B. When applicable, Fund staff will be included in major press announcements involving the project described in the proposal, such as ground-breakings, ribbon cuttings, and award ceremonies.
- C. The grantee is encouraged to acknowledge the Fund's support on social media and to follow the Fund for Lake Michigan on Twitter, Facebook, and LinkedIn.
- D. The grantee will periodically share other photos, video clips, news articles, and other outreach materials that show the impact of the Fund's grant. These materials can be sent directly to Fund staff.
- E. The grantee will, when asked, report on efforts to recognize the Fund for its support.

III. OPERATIONS AND MAINTENANCE

For all on-the ground restoration and infrastructure projects, the grantee **will maintain the project for at least five years**. If the Project fails to perform as anticipated, or if maintaining the Project is not feasible, then the grantee will provide a report to the Fund explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project may make the grantee ineligible for future Fund for Lake Michigan funding, until the grantee corrects the maintenance problems.

IV. REPORTING REQUIREMENTS

Reports will be submitted according to the following schedule:

- A final report is due on: 1/31/2025

Reports should be submitted using the Fund for Lake Michigan's online grant system at <https://www.grantinterface.com/lakemi/Common/LogOn.aspx>. Please contact Casey Eggleston at casey@fundforlakemichigan or 608-334-7788 should you have any questions or problems submitting your reports. Grantees who fail to submit reports may delay or forfeit pending or future grant payments.

For on-the-ground restoration or infrastructure projects, reports should include before and after photos of the project site.

V. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the Fund for Lake Michigan and the Greater Milwaukee Foundation have no obligation to provide other or additional support to the grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to the Foundation of any amounts subject to the violation.

For the Grantee:

Signature of Representative

Print Name and Title

Date

**CITY OF SHEBOYGAN
RESOLUTION 150-23-24
BY ALDERPERSONS DEKKER AND RUST.**

FEBRUARY 5, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Norcon Corporation for the rehabilitation of the aeration basins at the City of Sheboygan Wastewater Treatment Facility.

WHEREAS, the City of Sheboygan Wastewater Treatment Facility aeration basins are in need of repairs and rehabilitation to ensure that the structures remain watertight and in compliance with WDNR regulations; and

WHEREAS, the City engaged the services of Donohue and Associates of Sheboygan to analyze the condition of the basins and develop specifications for the rehabilitation to return the structures to a sound and compliant condition; and

WHEREAS, the City issued a Request for Bids for the project and received two bids from firms qualified to perform such repairs; and

WHEREAS, the bids were received and reviewed by Donohue and Associates and City staff and the low bid, submitted by Norcon Corporation of Schofield, Wisconsin, has been found to meet or exceed all of the requirements associated with the project; and

WHEREAS, Donohue and Associates has prepared and provided to the City a formal letter of recommendation for award of the contract to Norcon Corporation in the amount of \$795,837.00.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the contract with Norcon Corporation, a copy of which is attached hereto and incorporated herein, for the repairs and rehabilitation of the aeration basins at the Sheboygan Wastewater Treatment Facility.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$795,837.00 from Account No. 630361-641100 (Wastewater Capital-Improvements Other Than Buildings) for the project.


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

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	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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AGREEMENT
 BETWEEN OWNER AND CONTRACTOR
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The project consists of General Construction and Rehabilitation to the existing north and south aeration basins including concrete walkway repairs, leaking expansion joint repairs and sealing, and baffle and pipe support removal and replacement.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
 City of Sheboygan
 Regional Wastewater Treatment Facility
 Aeration Basin Rehabilitation
 Sheboygan, Wisconsin

ARTICLE 3 – ENGINEER


3.01 The Project has been designed by Donohue & Associates, Inc, who is hereinafter called Engineer and who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*
 A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*
 A. All the Work (with the exception of the concrete walkway repair work and tunnel expansion joints) will be substantially completed on or before August 30, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30, 2024. The Work associated with the concrete walkway repairs and tunnel expansion joints shall be completed and ready for final payment in accordance with Article 15 of the General Conditions on or before November 15, 2024.

4.03 *Milestones*
 A. Not Applicable.


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4.04 *Liquidated Damages*

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

4.05 *Special Damages*

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

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ARTICLE 5 – CONTRACT PRICE

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


ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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6.03 *Final Payment*

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


6.04 *Interest*

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Division 00, Appendix, and technical Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 - 4. Drawings, not attached hereto, consisting of a cover sheet and sheets numbered 1 through 12, inclusive, with each sheet bearing the following general title: CITY OF SHEBOYGAN, REGIONAL WASTEWATER TREATMENT FACILITY, AERATION BASIN REHABILITATION, SHEBOYGAN, WISCONSIN.
 - 5. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 11/20/2023.
 - b. Number 2 dated 11/30/2023.
 - c. Number 3 dated 12/06/2023.
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 page.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.


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- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

8.01 *Contractor's Representations*

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

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8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

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

(Continued on next page)

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 16 (ADDENDUM 3)		
		Bid Number:		Page:	7 of 7

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

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

OWNER:

City of Sheboygan

CONTRACTOR:

Norcon Corporation

By:

(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

(signature)

Name,

Title: _____
(printed)

Date:

Date:

Attest:

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

By:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Address for giving notices:

Signatures authorized pursuant to Res. ____-23-24.

Address for giving notices:

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

Approved as to form and Execution:

By:

(signature)

Name,

Title: Charles C. Adams, City Attorney

Date:

PROJECT MANUAL
CITY OF SHEBOYGAN
REGIONAL WASTEWATER TREATMENT FACILITY
AERATION BASIN REHABILITATION
SHEBOYGAN, WISCONSIN

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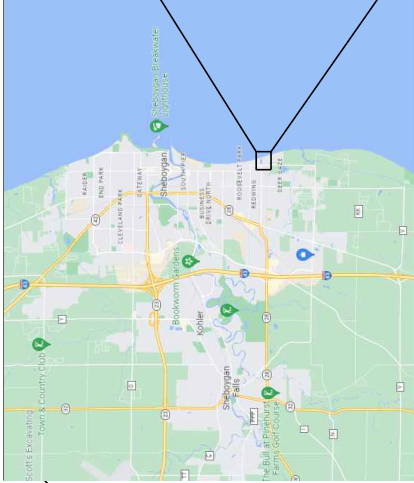
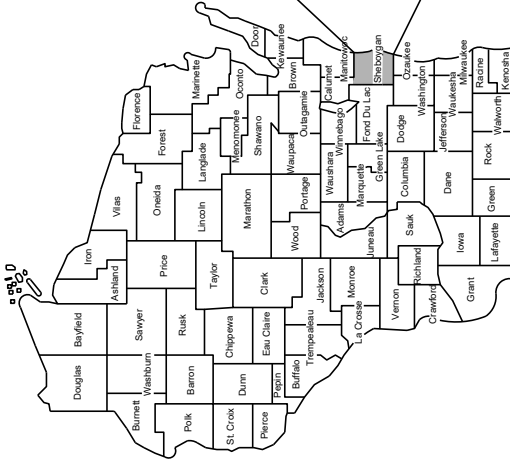
APPENDIX

CITY OF SHEBOYGAN REGIONAL WASTEWATER TREATMENT FACILITY AERATION BASIN REHABILITATION

SHEBOYGAN, WI
OCTOBER 2023

DRAWING INDEX

SHEET NUMBER	DRAWING NUMBER	DRAWING DESCRIPTION
1	COVER	COVER SHEET AND DRAWING INDEX
2	01 GENERAL	GENERAL LEGEND - SYMBOLS AND ABBREVIATIONS
3	02 SITE DEVELOPMENT	SITE LOCATION MAP
4	03 STRUCTURE 100-AERATION BASINS	PLAN
5	100-S-1	PLAN
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9	100-S-5	PLAN
10	100-S-6	PLAN
11	100-S-7	SECTION AND DETAILS
12	100-S-8	PHOTOS
13	100-S-9	STRUCTURAL STANDARD DETAILS



SHEBOYGAN WASTEWATER TREATMENT FACILITY
3333 LAKESHORE DR
SHEBOYGAN, WI, 53081

PROJECT LOCATION MAP

WISCONSIN

PROJECT SITE MAP

PREPARED BY



3311 WEEDEN CREEK ROAD
SHEBOYGAN, WISCONSIN 53081
920.245.4256

City of Sheboygan Regional Wastewater Treatment Facility Aeration Basin Rehabilitation (#8797231)

Owner: City of Sheboygan

Solicitor: Donohue & Associates - Sheboygan

12/21/2023 02:00 PM CST

Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Norcon Corporation	
						Unit Price	Extension
	1	All Sections	All Work Except For Items No. 2 through No. 5	LS	1	\$497,679.00	\$497,679.00
	2	07 92 00	Expansion Joint Repair Inside Tanks and Channels	Ln Ft	923	\$176.00	\$162,448.00
	3	07 92 00	Expansion Joint Repair Inside Tunnels and on Walkway Surfaces	Ln Ft	310	\$317.00	\$98,270.00
	4	03 01 30.71	Repair Concrete Surface Along Expansion Joints in Tanks and Walkways	Ln Ft	130	\$162.00	\$21,060.00
	5	03 01 30.71	Repair Concrete Surface on Walkways	Sq Ft	45	\$364.00	\$16,380.00
Base Bid Total:							\$795,837.00

**CITY OF SHEBOYGAN
RESOLUTION 152-23-24**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 5, 2024.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC for the Management and Operation of Recreational Programs at Wildwood Athletic Complex.

WHEREAS, suspension of the rules is desired to allow swift reservations for facility use by area organizations.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC, in form substantially similar to the attached.

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

AGREEMENT
BETWEEN CITY OF SHEBOYGAN AND FOX VALLEY ATHLETICS, LLC
FOR THE MANAGEMENT AND OPERATION OF RECREATIONAL PROGRAMS
AT WILDWOOD ATHLETIC COMPLEX

This Agreement is made by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin (“City”), and Fox Valley Athletics, LLC, a Wisconsin limited liability company (“FVA”).

RECITALS

WHEREAS, The City owns a public recreational facility commonly known as Wildwood Athletic Complex located at 2213 New Jersey Ave, Sheboygan, Wisconsin; and

WHEREAS, the professional management and operation of recreational programs at Wildwood Athletic Complex is a benefit to the city and its residents and visitors; and

WHEREAS, FVA has operated adult softball leagues in Appleton, Menasha, and Neenah and desires to offer quality recreation programs to the City of Sheboygan; and

WHEREAS, the Parties desire to set forth the terms and conditions under which FVA will manage recreational programs at Wildwood Athletic Complex.

NOW, THEREFORE, the parties agree as follows:

- I. FVA Responsibilities. In addition to other responsibilities and duties otherwise set forth in this Agreement, FVA’s responsibilities shall include:
 - a. Management and operation. FVA shall manage and operate all aspects of the Wildwood Athletic Complex sports facilities including, without limitation, administration, field and facility maintenance, staffing, concessions, and reservations. Such services include at a minimum, ballfield leveling, grooming, and grass mowing/trimming other than once weekly grass mowing provided by the City. FVA shall also notify the City if it becomes aware of the need for playground maintenance or tree trimming.
 - b. Services. FVA shall supply the following services:
 - i. Gas, oil, and grease necessary for equipment usage;
 - ii. Garbage bag replacement in trash and recycling receptacles and transferring full bags to the on-site dumpster;
 - iii. Flags;
 - iv. Ballfield supplies such as Diamond Mix, Turface, and chalk;
 - v. Provision of hand tools;
 - vi. Field grooming including but not limited to field mowing, grass and weed trimming, lawn rolling, infield and warning track grading;
 - vii. Cleaning restrooms, maintaining the interior of the concession stand, food service areas, and the immediate asphalt area outside of the ball diamonds.

- c. Security. FVA shall ensure the Wildwood Athletic Complex facility is secured after each use. FVA shall be responsible for maintaining possession of facility keys. Facility keys shall not be duplicated or distributed to non-FVA staff. FVA may be responsible for facility keying expenses from neglecting to maintain keys or return keys to the City.
- d. Legal Compliance. FVA shall comply with all applicable park rules, City ordinances and state laws regarding the operation of the concession stand and shall obtain all necessary permits and licenses required for such operation. FVA shall comply with all federal, state, and local laws, regulations, and rules applicable to its operations at Wildwood Athletic Complex.
- e. Concessions. FVA shall have the right, license, and privilege to provide concession services subject to the following:
 - i. FVA shall operate and manage the concession stand in a safe, efficient, sanitary, and environmentally-friendly manner. Such operation and management includes without limitation, the storage, preparation, and sale of concession items.
 - ii. Unless otherwise specifically set forth in this Agreement, FVA shall be responsible for providing all supplies and equipment necessary to deliver the services set forth in this Agreement to a level that, at a minimum, meets the demands and expectations of the customers. In acquiring supplies, equipment, goods, and services, FVA shall not use, pledge, or in any rely on the City's credit.
 - iii. Intoxicating Beverages. FVA shall refrain from selling intoxicating liquors, other than fermented malt beverages, upon the Wildwood Athletic Complex premises, and shall limit the sale of fermented malt beverages to be served only in paper or plastic cups, plastic bottles, or aluminum cans, and only sell such beverages during softball tournament activities, league play, or exhibition events taking place at Wildwood Athletic Complex. FVA's employees involved in the sale of fermented malt beverages shall be properly trained in the sale of alcohol and properly licensed as required.
 - iv. FVA shall provide food and beverages like those provided by similar facilities and generally expected by the public at comparable concession stands. Food and beverage offerings shall be based upon available kitchen facilities at the concession stand.
 - v. FVA shall arrange and accept all product deliveries to the concession stand. The City shall not be held responsible for the receipt of any product deliveries. FVA shall clarify with all vendors making such deliveries that FVA is accepting said deliveries and responsibility for same, including payment. FVA shall not use the City's name or credit to secure any such deliveries.

- vi. FVA may place temporary banners and advertising within the concession area and may place temporary sandwich board signs near the concession stand but such sandwich board signs shall be removed upon closing each day.
- f. Personnel. FVA shall employ a sufficient number of qualified personnel to ensure efficient performance of the various duties set forth in this Agreement. FVA shall be solely responsible for the salaries, benefits, tax withholding, Social Security, and other payroll deductions related to its employees. FVA's personnel are not employees of the City and no actions shall be taken or representations made to create an employment relationship between FVA personnel and the City.
- g. Honoring Existing Commitments. FVA agrees to honor the following previously agreed-upon City commitments regarding the use of the Wildwood Athletic Complex:
 - i. Youth Baseball Tournaments operated by Hit Machine Baseball Club LLC taking place on July 19, 20, 21 and July 26, 27, 28;
 - ii. Brewers Camp Baseball Academy operated by Sheboygan A's on August 5, 6, 7, 8, and 9 from 9:00 a.m. to 3:00 p.m. each day.
- h. Nondiscrimination. FVA shall not knowingly discriminate in its operations at Wildwood Athletic Complex with respect to its hiring practices and daily operations. This specifically includes discrimination against:
 - i. Any City resident(s), or organized team(s) in the activities of their organization insofar as league play, tournaments, and athletic activities are concerned;
 - ii. Any individual who attends as a participant or spectator of any FVA-sponsored athletic activities at the Wildwood Athletic Complex or any other City ballfields.
- i. Indemnification and Hold Harmless. To the extent permitted by law, FVA agrees to indemnify and defend and hold harmless the City of Sheboygan and its officers, officials, employees, and agents from and against any and all liability, loss, damage, expense, costs, and attorney fees arising out of this Agreement caused in whole or in part by FVA, its officers, officials, employees, agents, or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of the City.
- j. Insurance. FVA shall file with the City a certificate of insurance naming the City, its officers, officials, employees, and agents as additional insured and providing a notice of cancellation of at least thirty days to the City. All insurance shall be in full force and effect throughout the Agreement term and shall be placed with insurers who have an A.M. Best rating of no less than A-. FVA's insurance limits shall be the minimums set forth below:

- i. General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ii. Workers Compensation: Statutory limits

II. City responsibilities. In addition to other responsibilities and duties otherwise set forth in this Agreement, and subject to available funding, the City shall be responsible for the following:

- a. Equipment and supplies. Within ten days of contract execution, the City shall provide FVA with the use of the following equipment that has traditionally been kept at the Wildwood Athletic Complex:

- i. 1 Smithco ball diamond groomer;
- ii. 1 string trimmer;
- iii. 1 grease gun;
- iv. 14 picnic tables;
- v. 1 fryer;
- vi. Garbage cans;
- vii. 1 push mower;
- viii. Restroom toilet paper;

- b. Services. The City shall provide the following services:

- i. Use of the existing storage garage and dumpster located on the Wildwood Athletic Complex premise and garbage collection for said dumpster;
- ii. Once weekly field mowing;
- iii. Playground maintenance.
- iv. Tree trimming as needed to correct hazards and eliminate impediments to softball or baseball games.

III. Amendments. This Agreement may be amended only by a writing signed by both Parties.

IV. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties and 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 limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

V. Authority. Each person executing this Agreement represents and warrants that the execution and delivery of this Agreement has been duly authorized, that the person executing this Agreement has the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms. If either party is an LLC, such party shall provide to the other party at the time of execution a Statement of Authority (Form 501 - WI DFI).

- VI. Costs. FVA shall have use of the Wildwood Athletic Complex at no charge during the initial term of this Agreement. FVA shall have the right to charge other designated teams, organizations, and clubs a fee for the use of the concession stand and equipment at the Wildwood Athletic Complex premises. Such fees shall be set forth in a Fee Schedule attached to this Agreement as Exhibit A.
- VII. Counterparts. This Agreement may be executed in counterparts and all such counterparts together shall constitute one and the same instrument.
- VIII. Dispute Resolution. The Parties agree to make good faith attempts to negotiate disputes but if such negotiation fails, the parties agree that disputes may be resolved in Sheboygan County Circuit Court.
- IX. Entire Agreement. This Agreement contains the entire understanding between the parties on the subject matter thereof and no representations, inducements, promises, or agreements- oral or otherwise- that are 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 thereof.
- X. Force Majeure. Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.
- XI. Governing Law. This Agreement shall be construed and interpreted in accordance with Wisconsin laws.
- XII. 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 via first class mail, postage prepaid, to the address below. Delivery shall be deemed effective upon person delivery or deposit in the U.S. mail.
- | | |
|---------------------|---------------------------|
| City of Sheboygan | Fox Valley Athletics, LLC |
| Attn: City Clerk | Attn: Eric Schaefer |
| 828 Center Ave. | 1139 Honeycreek Circle |
| Sheboygan, WI 53081 | Oshkosh, WI 54904 |
- XIII. Right of Entry. The City reserves the right to enter and inspect Wildwood Athletic Complex at any time for any reason and FVA acknowledges and agrees that the City has such right.

- XIV. Severability. The invalidity or unenforceability of any 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 provision(s) is omitted.
- XV. Taxes. FVA shall be responsible for any taxes that arise as a result of its usage of Wildwood Athletic Complex pursuant to this Agreement.
- XVI. Term and Termination. This Agreement shall be in force and effect as of the date the Agreement is executed by both parties and shall expire on November 1, 2024. This Agreement may be terminated by either Party for cause if the other party defaults in the performance of their responsibilities as set forth in the Agreement. The non-defaulting party shall provide notice of intent to terminate for cause and the basis therefore to the defaulting party with thirty days' notice. The defaulting party shall have thirty days to cure the default to avoid termination. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration.
- XVII. 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.

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

Fox Valley Athletics, LLC

By: _____

_____(name)_____, ____ (title)_____

Date: _____

City of Sheboygan

By: _____

Ryan Sorenson, Mayor

Date: _____

By: _____

Meredith DeBruin, City Clerk

Date: _____

EXHIBIT A

COSTS

WILDWOOD ATHLETIC COMPLEX

Weekend (two day) rental for use of complex with use of groomer	\$500.00
*Use of concession stand is not included	