



EIGHTH REGULAR COMMON COUNCIL MEETING AGENDA

July 18, 2022 at 6:00 PM

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

"Be the change you want to see in the world" Mohandas Gandhi

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

Notice of the 8th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, July 18, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Roll Call

Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely

2. Pledge of Allegiance

3. Approval of Minutes

Seventh Regular Council Meeting held on July 5, 2022

4. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda.

5. Presentation

2022 Operations Update - Quarters 1 & 2 by City Administrator Todd Wolf

6. Presentation - 2022 Revaluation Update by Finance Director Kaitlyn Krueger

7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

9. R. C. No. 46-22-23 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 6-22-23 by Alderspersons Mitchell and Filicky-Peneski increasing the Room Tax Permit fee to \$100; recommends adopting the Ordinance.

- [10.](#) R. C. No. 47-22-23 by Finance and Personnel Committee to whom was referred Res. No. 36-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from American Response Vehicles, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance; recommends adopting the Resolution.
- [11.](#) R. C. No. 49-22-23 by Public Works Committee to whom was referred Gen. Ord. No. 5-22-23 by Alderpersons Dekker and Perrella creating a 30 Minute Parking zone on the west side of N. 15th Street north of Wisconsin Avenue; recommends adopting the Ordinance.
- [12.](#) R. C. No. 50-22-23 by Public Works Committee to whom was referred Gen. Ord. No. 7-22-23 by Alderpersons Dekker and Perrella creating parking limits so as to add a two-hour parking limit, between 8:00 a.m. and 5:00 p.m. Monday through Friday, to the west side of S. 12th Street between Georgia Avenue and Clara Avenue; recommends adopting the Ordinance.
- [13.](#) R. C. No. 51-22-23 by Public Works Committee to whom was referred R. O. No. 33-22-23 by Director of Public Works submitting, as a matter of record, a copy of the United States Department of the Army Headquarters, 88th Readiness Division Storm Water Management Plan for the William F. Fale USARC facility located at 2913 Erie Avenue, recommends filing the document.
- [14.](#) R. C. No. 52-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 35-22-23 by Alderpersons Felde and Ackley authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2022 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County; recommends adopting the Resolution.
- [15.](#) R. C. No. 54-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. C. No. 291-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. C. No. 322-20-21 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 76-20-21 by City Clerk submitting various license applications; recommends filing the applications.
- [16.](#) R. C. No. 53-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 36-22-23 by City Clerk submitting various license applications; recommends approving all license applications.

REPORT OF OFFICERS

- [17.](#) R. O. No. 38-22-23 by City Clerk submitting a claim from James A. Zietz for alleged damages to his vehicle when it was struck by a City of Sheboygan garbage truck while parked. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [18.](#) R. O. No. 39-22-23 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2022 and ending June 30, 2022. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
- [19.](#) R. O. No. 40-22-23 by City Administrator submitting for your information the 2023 Budget Schedule and 2023 preliminary budget fiscal factors for guidance prior to departmental budget preparation. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [20.](#) R. O. No. 41-22-23 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing April 1, 2022 and ending June 30, 2022. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

- 21.** R. O. No. 42-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- 22.** Res. No. 38-22-23 by Alderpersons Felde and Ackley authorizing the Police Department to enter into a Pre-Release Evaluation License Agreement with Motorola Solutions, Inc. for interview room video recording systems. SUSPEND THE RULES AND PASS THE RESOLUTION
- 23.** Res. No. 41-22-23 by Alderpersons Felde and Filicky-Peneski authorizing retaining outside legal counsel to represent the City in the matter of Badger State Lofts, LP v. City of Sheboygan, and authorizing payment for said services. SUSPEND THE RULES AND ADOPT THE RESOLUTION.
- 24.** Res. No. 40-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer in the 2022 budget from contingency to the Department of Public Works to fund the unexpected replacement of their Leica Robotic Total Station. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 25.** Res. No. 43-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a budget amendment to pay for the hiring of an Engagement Coordinator in the Senior Services Department. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 26.** Res. No. 42-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer in the 2022 budget from contingency to the Police Department for unanticipated repairs resulting from a burst sprinkler pipe. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 27.** Res. No. 39-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Elexco, Inc. for the installation of fiber optic cable at the Uptown Social facility and connecting the facility to the existing "Ring of Fiber" fiber optic cable network. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

- 28.** R. C. No. 48-22-23 by Finance and Personnel Committee to whom was referred Direct Referral R. O. No. 37-22-23 by Finance Director submitting a report to the Finance and Personnel Committee regarding the progress of the Carlson-Dettmann Compensation Study; recommends filing the document.

OTHER MATTERS AUTHORIZED BY LAW

- 29.** R. O. No. 43-22-23 by City Clerk submitting a license application. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

ADJOURN MEETING

- 30.** 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**SEVENTH REGULAR COMMON COUNCIL MEETING MINUTES****Tuesday, July 05, 2022**

OPENING OF MEETING**1. Roll Call**

Alderspersons present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

Alderperson excused: Salazar – 1.

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

MOTION TO APPROVE MINUTES FROM THE JUNE 20, 2022 MEETING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

4. Resignations

Amy Horst from the Redevelopment Authority

Monica Hart from the Mayor's International Committee

MOTION TO ACCEPT AND FILE THE RESIGNATIONS

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

5. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda.

No one spoke.

6. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT**7. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

8. R. C. No. 40-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 145-21-22 by City Clerk submitting a claim from Troy Shaw for alleged damages to his Gamo Mach 1 Air Rifle by the Sheboygan Police Department; recommends filing the claim.

MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

9. R. C. No. 41-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 265-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 135-21-22 by City Clerk submitting a claim from Geico Casualty Company for alleged damages that occurred after a motor vehicle accident between Colin McCulley and a City of Sheboygan fire truck; recommends filing the claim.

MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

10. R. C. No. 42-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 266-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 122-21-22 by City Clerk submitting a claim of unlawful tax from Reinhart Attorneys at Law regarding Parcel No. 59281860858P and Parcel No. 59281860857P (Midstate Amusement Games, LLC); recommends filing the claim.

MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

11. R. C. No. 43-22-23 by Licensing, Hearings, and Public Safety Committee who voted to recommend that the Common Council grant Alc. Bev. Lic. No. 2373 - The Duke of Devon (Stefano Viglietti, Agent) an extension until September 30, 2022 to open for business.

MOTION TO RECEIVE THE R. C. AND GRANT THE EXTENSION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

12. R. C. No. 44-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 25-22-23 by City Clerk submitting various license applications; recommends approving all license applications.

MOTION TO RECEIVE THE R. C. AND APPROVE THE APPLICATIONS

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

13. R. C. No. 45-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 31-22-23 by Alderpersons Felde and Ackley authorizing entering into an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management with regard to providing City of Sheboygan personnel to a statewide urban search and rescue team; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

REPORT OF OFFICERS

14. R. O. No. 30-22-23 by City Plan Commission to whom was referred Res. No. 32-22-23 by Alderperson Mitchell pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Maywood Estates subdivision in the Town of Sheboygan; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. O. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

15. R. O. No. 31-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 3-22-23 by Alderperson Perrella and R. O. No. 23-22-23 by City Clerk repealing Gen. Ord. No. 39-21-22 granting Harbor Café, LLC, its successors and assigns, the privilege of encroaching upon certain portions of 340/342 South Pier Drive in the City of Sheboygan and granting Grateful Properties, LLC the privilege of encroaching upon expanded portions of 340/342 South Pier Drive, as described, for the purpose of adding an outdoor seating deck; recommends filing the R. O. and adopting the Ordinance.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE

Motion made by Perrella, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

16. R. O. No. 32-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 4-22-23 by Alderperson Felde and R. O. No. 24-22-23 by City Clerk granting M Squared Properties, LLC the privilege of encroaching upon described portions of 1444 Pershing Avenue in the City of Sheboygan for the purpose of creating an asphalt driveway and parking lot; recommends filing the R. O. and adopting the Ordinance.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella,

17. R. O. No. 28-22-23 by City Clerk submitting a Notice of Claim from Frontier for alleged damages to their facilities from a mowing incident. REFER TO FINANCE AND PERSONNEL COMMITTEE
18. R. O. No. 27-22-23 by City Clerk submitting a claim from Jody Gallaway for alleged damages to vehicle when it was struck by a falling tree branch on North 25th Street. REFER TO FINANCE AND PERSONNEL COMMITTEE
19. R. O. No. 29-22-23 by City Clerk submitting a claim from Amy E. Hanten for alleged damages to her vehicle from newly painted middle yellow line. REFER TO FINANCE AND PERSONNEL COMMITTEE
20. R. O. No. 33-22-23 by Director of Public Works submitting, as a matter of record, a copy of the United States Department of the Army Headquarters, 88th Readiness Division Storm Water Management Plan for the William F. Fale USARC facility located at 2913 Erie Avenue. REFER TO PUBLIC WORKS COMMITTEE
21. R. O. No. 34-22-23 by City Clerk submitting a Summons and Complaint in the matter of Badger State Lofts, LP vs. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE
22. R. O. No. 35-22-23 by City Clerk submitting a claim from Khue Vang for alleged damages to vehicle when it struck an open sewer pothole on Arizona Avenue. REFER TO FINANCE AND PERSONNEL COMMITTEE
23. R. O. No. 36-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

24. Res. No. 37-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a contract with Fifth Asset, Inc. d/b/a DebtBook for the financial management of leases, IT subscriptions, and General Obligation Debt.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

25. Res. No. 34-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the purchase of 1214 South 11th Street to assist in infrastructure development for the City.

MOTION TO FILE THE DOCUMENT

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

26. Res. No. 36-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate officials to execute the documents necessary to purchase an ambulance from American Response Vehicles, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance. REFER TO FINANCE AND PERSONNEL COMMITTEE
27. Res. No. 35-22-23 by Alderpersons Felde and Ackley authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2022 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

28. R. C. No. 39-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 33-22-23 authorizing entering into a Development Agreement with Sheboygan Southpoint Development, LLC.; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

GENERAL ORDINANCES

29. Gen. Ord. No. 6-22-23 by Alderpersons Mitchell and Filicky-Peneski increasing the Room Tax Permit fee to \$100. REFER TO FINANCE AND PERSONNEL COMMITTEE
30. Gen. Ord. No. 7-22-23 by Alderpersons Dekker and Perrella creating parking limits so as to add a two-hour parking limit, between 8:00 a.m. and 5:00 p.m. Monday through Friday, to the west side of S. 12th Street between Georgia and Clara Avenue. REFER TO PUBLIC WORKS COMMITTEE

ADJOURN MEETING

31. Motion to Adjourn

MOTION TO ADJOURN AT 6:17 PM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust – 9.

IX

Item 9.

R. C. No. 46 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
July 18, 2022.

Your Committee to whom was referred Gen. Ord. No. 6-22-23 by Alderpersons Mitchell and Filicky-Peneski increasing the Room Tax Permit fee to \$100; recommends adopting the Ordinance.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Gen. Ord. No. 6 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
July 5, 2022.

AN ORDINANCE increasing the Room Tax Permit fee to \$100.

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

Section 1. Section 114-39 of the Municipal Code entitled "Permit Required" is hereby amended in subsection (a) to read as follows:

"Sec. 114-39. - Permit Required.

- (a) Every operator under this article shall file with the finance director/treasurer an application for a permit for each place of business that is required to collect room tax hereunder. Every application for a permit shall be made upon a form prescribed by the city and shall set forth the name under which the applicant transacts or intends to transact business, the location of his place of business, and such other information as the city requires. The application shall be signed by the owner if a sole proprietor and, if not a sole proprietor, by the person authorized to act on behalf of such sellers. At the time of making an application, the applicant shall pay the city an initial fee of \$100.00, and annually thereafter, for each permit. A permit issued hereunder is non-transferable. The permit shall be renewed each year by July 1.

..."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 47 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
July 18, 2022.

Your Committee to whom was referred Res. No. 36-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from American Response Vehicles, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III

Res. No. 36 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
July 5, 2022.

A RESOLUTION authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from American Response Vehicles, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance.

WHEREAS, it is in the best interest of the City that the Sheboygan Fire Department purchase a new ambulance; and

WHEREAS, funding for the purchase of the ambulance has been included in the 2023 budget; and

WHEREAS, payment for the ambulance will be made at the time of delivery; and

WHEREAS, the ambulance is estimated to be delivered in 2023 due to longer-than-normal lead times; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, one such cooperative purchasing plan is HGACBuy, a cooperative purchasing program administered by the Houston-Galveston Area Council ("HGAC"); and

WHEREAS, under the HGACBuy pricing, the cost of the ambulance is \$350,848.00; and

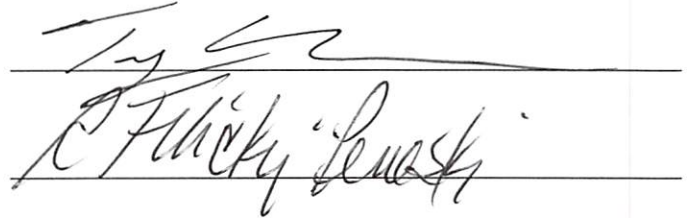
WHEREAS, City Staff recommends purchasing the new ambulance with the options detailed on the attached Contract Pricing Worksheet from American Response Vehicles, Inc. through HGACBuy; and

WHEREAS, although the City will not take possession of the ambulance until 2023, it is in the best interest of the City to pre-order the ambulance in order to secure 2022 pricing.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials may execute the documents necessary to purchase the ambulance described on the attached Contract Pricing Worksheet pursuant to the terms and conditions of HGAC Contract Number AM10-20, a copy of which is available at <https://www.hgacbuy.org/contracts/documents?contractid=106>, at a cost of \$350,848.00.

FHP

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$350,848.00, for the purchase of the ambulance and other equipment necessary to equip the ambulance, from Account No. 400200-651100 (Capital Projects - Public Safety - Vehicles).



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

**Contract
No.:**

AEV-AM10-20

Date
Prepared:

6/22/2022

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	Sheboygan Fire Department	Contractor:	American Response Vehicles
Contact Person:	Chief Eric Montellano	Prepared By:	J Kevin Hunter
Phone:	847-746-4041	Phone:	847-840-0029
Fax:		Fax:	573-815-0051
Email:	eric.montellano@sheboyganwi.gov	Email:	kevin@arvambulance.com

Product Code:	AM20AA04	Description:	TYPE I, FORD F550 TRAUMAHAWK 172"
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

187104

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Attached Sheets			
		Subtotal From Additional Sheet(s):	93004
		Subtotal B:	93004

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Attached Sheets			
		Subtotal From Additional Sheet(s):	63248
		Subtotal C:	63248

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

23%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	343356	=	Subtotal D:	343356
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:	1000
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F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Delivery	2000	ARV Discounts	-508
Final Inspection for (3) Members	5000		
		Subtotal F:	6492

Delivery Date:	360-540 ARO
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G. Total Purchase Price (D+E+F):

350848

Part No	Published Options	Qty	Each	Ex	Item 10.
01-00-0001	Chassis Upgrade: Ford Chassis to 4x4	1	3565		3565
01-00-0003	X Series Upgrade	1	22433		22433
02-B0-CC1B	Compartment Ventilation - M-1A Pancake Fan & 1-Column of Louvers	1	64		64
02-BC-1000	Compartment Doors: DOUBLE DOORS, ILOS single	1	254		254
02-BD-0120	Body Drop: 6" Both Sides, Ahead of Rear Wheels	1	197		197
02-X1-M379	M-3 Compt (LR): 61.5" H x 25.0" W x 20.0" D	1	394		394
04-AS-0204	Fuel over Fill protection plate: Stainless Steel	1	36		36
04-AS-0440	DEF over fill protection plate: Stainless Steel	1	36		36
04-TS-1016	Tool plate on uni-strut, .125 Smooth Aluminum/DA sanded in compartment	7	88		616
04-TS-11B0	Shelf, Adjustable, Ext: .125 Aluminum, 2" Upward Lips	2	142		284
04-TS-1200	M-5 Shelf, Adjustable, Ext: .125 Aluminum, Partial Width 2" lips upward	2	71		142
04-TS-14M1	M1 Divider, Vertical, Full compartment height, alum, Fixed	1	130		130
04-TS-14M3	M-5 Divider, Vertical, Full compartment height, alum, Fixed	2	130		260
04-TS-STR3	Strap: 2" Webb, w/ Chrome Metal Seatbelt buckle w footman loops IATS	1	20		20
05-EA-2400	Grab Handle, Exterior, at CS door	1	97		97
05-EL-1450	Front Turn, Whelen M6 Series w/arrow, LED, Pair, IATS	1	258		258
05-EL-2420	Stop/Tail, Whelen M6 Series, LED, Pair	1	252		252
05-EL-2426	Turn, Whelen M6 Series, LED, Pair	1	224		224
05-EL-2432	Back up, Whelen M6 Series, LED, Pair	1	326		326
05-EL-45L4	Left Scene Lights: (2) LED-M9, Chrome Flange Whelen	1	760		760
05-EL-45T4	Right Scene Lights: (2) LED-M9, Chrome flange Whelen	1	760		760
05-EL-46R4	Rear Load Lights: (2) LED-M9, Chrome flange Whelen	1	760		760
05-FS-1212	Opt A Programmable Lights Split Color - Color 1 Flashes Opposite Color 2	16	20		320
05-HB-1310	Condenser, 12V: Pro -Air Dual Fan, FRKG 126 Front of Body over Cab	1	662		662
05-IL-05T4	Check out Light Switch: Momentary For Multi-plex electrical systems.	1	40		40
05-IL-2008	Rechargeable Flash Lt/ charger, C4 Fire Vulcan LED #44451 Orange, Installed	2	330		660
05-LB-8010	Opticom: Tomar 3065-R 3HI 7x3 Opticom Unit installed, Chrome Flange	1	798		798
05-LB-8120	Opticom Location: Built into 900 Series Center Strobe warning w/ non optic lens	1	163		163
05-PM-LI50	(2) Rear Intersection Lights: Whelen M7 Series, LED	1	69		69
05-PM-LQ06	LED M6 Amber - Each	1	162		162
05-PM-LRC1	Light, Whelen LED M7 Red/White LED/Clear Lens - Programmable	4	169		676
05-PM-LRC6	Lights: (2) Whelen M2, LED, RED LED/CLEAR Lens Programmable Ilos	2	169		338
05-PM-LRCC	Light: Whelen M2, LED, CLEAR LED/CLEAR Lens Pair IATS	1	306		306
05-PM-LT04	Light: Whelen M9, LED, RED LED/CLEAR Lens, Non-Programmable IATS	2	280		560
05-PM-LT25	Light: Whelen M9, LED, Split RED/WHITE LED/CLEAR Lens, Programmable IATS	12	390		4680
06-EA-01FD	Tire Valve Extensions, S/S Braided, PR, Dual Rear Wheel	1	57		57
06-EC-2800	Door Unlock Switch, Momentary, Exterior, hidden	1	46		46
06-EC-31FW	Patient Area Bullet Camera: Voyager VCCYL37	1	276		276
06-EC-SP71	Patient area switch panel mounted on angled cabinet	1	45		45
06-EL-1800	Add Activation: Rearward Left and Right scene lights. come on w/ Reverse	1	46		46
06-EL-2497	Brake Light Override: Wire into rear warning lights above LX-1 elec syst.	1	17		17
06-EL-SDL1	Docking Lights: Tecniq LED with Chrome Flange - Pair	1	249		249
06-IG-0310	Inverter : Vanner 20-1050 CUL-DC - Full Mod	1	1359		1359
06-RR-0700	(2) Speakers: Stereo, patient compartment, in center pad	1	68		68
06-RR-1100	Antenna, Customer Supplied prior to production, Installed	1	64		64
06-RR-1710	Antenna Base w/ Coaxial Cable: KE794 #1	1	47		47
06-RR-1712	Antenna Base w/ Coaxial Cable: KE794 #2	1	47		47
06-RR-1714	Antenna Base w/ Coaxial Cable: KE794 #3	1	47		47
06-SO-0500	Shore Line Inlet: 20A Super Auto Eject, ILOS	1	349		349
06-SO-1015	Cover, Red, Shore Line Inlet : 20A Super Auto Eject, ILOS	1	32		32
06-SO-10TT	Inpower Timer: VCM-05-01SF, Installed	1	68		68
06-SO-1103	12V Outlet, No 3: Power Point - Wire thru Med Isolator	1	49		49
06-SO-1105	12V Outlet, No 5: Power Point - Wire thru Med Isolator	1	49		49
06-SO-1106	12V Outlet, No 6: Power Point - Wire thru Med Isolator	1	49		49

06-SO-1127	Hard Wired 12V Circuit, For Customer/Dealer Supplied Component	1	29	Item 10.
06-SO-1301	Exterior 125V Outlet, No 1: 15A, Exterior Grade outlet	1	107	107
06-SO-13M1	125 VAC W Dual USB & Power Light Outlet, No 1: 20A, Hospital Grade, White ILOS	1	64	64
06-SO-13M2	125 VAC W Dual USB & Power Light Outlet, No 2: 20A, Hospital Grade, White ILOS	1	64	64
06-SO-13M3	125 VAC W Dual USB & Power Light Outlet, No 3: 20A, Hospital Grade, White IATS	1	116	116
06-SO-13M4	125 VAC W Dual USB & Power Light Outlet, No 4: 20A, Hospital Grade, White IATS	2	116	232
06-SO-1406	125 VAC Outlet, No 6: 15A, Hospital Grade, IVORY	1	90	90
06-SO-1407	125 VAC Outlet, No 7: 15A, Hospital Grade, IVORY	1	90	90
06-SO-1408	125 VAC Outlet, No 8: 15A, Hospital Grade, IVORY	1	90	90
06-SO-1409	125 VAC Outlet, No 9: 15A, Hospital Grade, IVORY	1	90	90
06-SO-1410	125 VAC Outlet, No 10: 15A, Hospital Grade, IVORY	1	90	90
06-SO-1914	Power Source: Medical Isolator No 2, Ignition Hot	1	112	112
06-SS-DF00	Siren Speakers: Federal # ES100-ESMFT-EF, Ford F-350/450/550 2017 ILOS	1	72	72
07-BK-0001	Bulkhead Cabinet Under Talk Thru: Installed IATS, See Drawing	1	324	324
07-CA-04A9	Cabinet, (2) Glove Storage, over Rear Entry Doors	1	366	366
07-CA-06AC	(1) Shelf Adjustable White Painted ALUMINUM: Special FOX LAKE with ramp edge	2	168	336
07-CA-06VA	(2) Shelves: Adjustable, Aluminum, White Anti-Microbial coated	1	75	75
07-CA-490S	1/2" Solid Surface Squad Head Storage Top Tray:	1	738	738
07-CU-X107	Cabinet K1 & K2: (2) Openings with flush center divider	1	211	211
07-DR-WD00	Door, Single Solid, Flush Fitted	1	43	43
07-DW-0001	Drawer: Mica-wood body, Mica inside and out	1	281	281
07-HW-SO11	Round Pull Latch: Non-locking - Chrome Finish	13	30	390
07-RR-020F	Add-on Console: Type 1	1	191	191
07-RR-02A0	Drink Holder: (2) In Add-on Console, Big Gulp Size	2	22	44
07-RR-02F1	Note Book Slot: Single - Full width by 8" wide	1	66	66
07-RR-02F3	Double removable Lexan Divider(s)	1	31	31
07-RR-2354	Glove Storage: (3) Glove Box Storage Across Rear of add on console	1	67	67
07-TC-3105	Intraxx (1) section Streetside up to 40" installed on wall, Gray caps	1	255	255
07-TC-3108	Intraxx (1) section Curbside up to 40" installed on wall, Gray caps	1	255	255
07-WC-CN03	Computer Drawer with Lid; Under Action Area 14.5"w x 5"h inside	1	422	422
07-WC-SS02	Side Seat: 24" - Single Position - Under Lid Storage w/Latch	1	202	202
08-00-FL3P	Flooring: Loncoin II Flecks- #157, Moonstone (Gray)	1	301	301
08-MH-0319	Grab Handle, CS Entry: (1) 3-pt "L" Shaped 90, Gray Antimicrobial New 5-12-16	1	126	126
08-MH-03E9	Grab Handles, Rear Access: (2) 3-pt "L" Shaped 90, Gray Antimicrobial New 5-12	1	249	249
08-OS-0403	Oxygen Outlet No 3: Amico Console - Ohmeda/Ohio Diamond Style	1	159	159
08-OS-0404	Oxygen Outlet No 4: Amico Console - Ohmeda/Ohio Diamond Style	1	159	159
08-OS-1400	Electric Oxygen, 12V solenoid valve w/ manual by-pass	1	128	128
08-OS-3514	Collection Canister w Clip Bemis, 1200 CC Capacity In recess below AA	1	53	53
09-FE-05SS	Fire Extinguisher, 5 pound, Kidde ABC Installed, ILOS	1	17	17
10-ME-L300	Lock, CompX-E, Model 300 w/ Proximity Card/Keypad Combo	1	1145	1145
10-RR-0600	Volume Control, Stereo: in A/A, For Rear speakers	1	28	28
11-MC-1700	Clock: Intellitec Digital / Sweep Emergency Time Manager	1	336	336
12-B0-0004	Painted Part- Painted Special color to match Body	1	67	67
12-PT-1326	Rear Chevron Flat panel, no doors Diamond Grade Reflective: Double Color	1	1282	1282
12-PT-135F	Inside of (3) Entry Doors: Lower Panels, Double Colors Diamond grade	1	607	607
13-RF-STAR	Decals: Install 32" Star of Life on Mod Roof	1	24	24
25-PH-LT84	LED Lights: Programmable, Single Light	5	10	50
34-XX-0280	Ferno Washington, INXX Intelligent Transport Loading System Primary Cot	1	34137	34137
34-XX-1007	Ferno INX Spare Battery each	1	619	619
34-XX-103B	Ferno INX cot side lift pull out handles pair included	1	496	496
34-XX-1017	INX Surface extender pair Installed on ordered patient transporter	1	2566	2566
34-XX-1038	Ferno INX cot Backrest panel mounted equipment hook	1	165	165
34-XX-1012	Ferno INX pole installed on cot when ordered	1	482	482

Unpublished Options	Qty	Each	Extended	Item 10.
Change Ford F-Series Chassis Year Model from 2020 to 2021	1	910	910	
Change Ford F-Series Chassis Year Model from 2021 to 2022	1	725	725	
2022 Ford F-Series Chassis Surcharge #1	1	1595	1595	
2022 Ford F-Series Chassis Surcharge #2	1	1250	1250	
2022 Ford F-Series Chassis Surcharge #3	1	1115	1115	
Change Ford F-Series Chassis Year Model from 2022 to 2023	1	3050	3050	
Change Gas Engine to Diesel Engine	1	8500	8500	
Increase Head Room to 74"	1	304	304	
Custom M3 Compartment Dimensions	1	223	223	
Aluminum Rain Diverter -Double Louver Column Installed in Compt Door	3	79	237	
Upgrade Inverter to Vanner LIFESINE Inverter	1	490	490	
Custom Center Console	1	220	220	
Additional Activation Switch for Air Horns	1	71	71	
Recess for O2 Outlet Overhead	1	123	123	
Door Panels: Custom - Mica Upper/ Stainless Steel / Smooth Aluminum Lower	1	456	456	
Custom Paint Scheme	1	5828	5828	
X Series Upgrade to X Series Aluminum Cabinet Construction	1	5885	5885	
Ferno Transcend Stair Chair w/ Powertraxx and Miscellaneos Options	1	8507	8507	
Ferno Wall Mount for LP15	1	920	920	
Ferno Intraxx Pole Mount	1	584	584	
Ferno Intraxx Tablet Mount	1	618	618	
Ferno Intraxx Sharps Container and Mount	1	417	417	
Cot mount Ferno INX inline power mount for INX system	1	6154	6154	
Bio-Waste 16" A-Bar, SS Model #V7548SS	1	805	805	
CURBSIDE UPPER: Over Squad Bench	1	1638	1638	
Siren: Federal, EQ2B	1	1895	1895	
IATS Pioneer Surface Mount Spot/Flood Light Single #PCPSM1C) ONE PAIR	1	2105	2105	
Door, Roll up, ROM, Full Height ALS Compliant	1	1570	1570	
2nd Pt Area LX1 Switch Panel: To be Located	1	1873	1873	
Activ Tek induct 500-12V UV light with Ozone	1	1580	1580	
ARCTIC WEDGE Condenser Cover: Install on Front Body over Condenser	1	1792	1792	
Air Horn System: BUELL - F1	1	1808	1808	

63248

IX

Item 11.

R. C. No. 49 - 22 - 23. By PUBLIC WORKS COMMITTEE.
July 18, 2022.

Your Committee to whom was referred Gen. Ord. No. 5-22-23 by Alderpersons Dekker and Perrella creating a 30 Minute Parking zone on the west side of N. 15th Street north of Wisconsin Avenue; recommends adopting the Ordinance.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Gen. Ord. No. 5 - 22 - 23. By Alderpersons Dekker and Perrella.
June 20, 2022.

AN ORDINANCE creating a 30 Minute Parking zone on the west side of N. 15th Street north of Wisconsin Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of N. 15th Street from 400 feet north of the north curb line of Wisconsin Avenue to 490 feet north of the north curb line of Wisconsin Avenue is hereby added to the list of locations where a 30 Minute Parking zone is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

Dean Dekker

Mayor Perrella

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

Item 12.

R. C. No. 50 - 22 - 23. By PUBLIC WORKS COMMITTEE.
July 18, 2022.

Your Committee to whom was referred Gen. Ord. No. 7-22-23 by Alderpersons Dekker and Perrella creating parking limits so as to add a two-hour parking limit, between 8:00 a.m. and 5:00 p.m. Monday through Friday, to the west side of S. 12th Street between Georgia Avenue and Clara Avenue; recommends adopting the Ordinance.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

Gen. Ord. No. 7 - 22 - 23. By Alderpersons Dekker and Perrella.
July 5, 2022.

AN ORDINANCE creating parking limits so as to add a two-hour parking limit, between 8:00 a.m. and 5:00 p.m. Monday through Friday, to the west side of S. 12th Street between Georgia Avenue and Clara Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking on the west side of S. 12th Street from 32 feet south of the south curb line of Georgia Avenue to 82 feet south of the south curb line of Georgia Avenue shall be limited to two hours between 8:00 a.m. and 5:00 p.m. Monday through Friday.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

Dean Dekker

Jason Perrella

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 51 - 22 - 23. By PUBLIC WORKS COMMITTEE.
July 18, 2022.

Your Committee to whom was referred R. O. No. 33-22-23 by Director of Public Works submitting, as a matter of record, a copy of the United States Department of the Army Headquarters, 88th Readiness Division Storm Water Management Plan for the William F. Fale USARC facility located at 2913 Erie Avenue, recommends filing the document.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

~~II~~
R. O. No. 33 - 22 - 23. By DIRECTOR OF PUBLIC WORKS. July 5, 2022.

Submitting, as a matter of record, a copy of the United States Department of the Army Headquarters, 88th Readiness Division Storm Water Management Plan for the William F. Fale USARC facility located at 2913 Erie Avenue.

The Department of Public Works has received and reviewed the plan and is satisfied with the overall plan's storm water management principles and use of Best Management Practices. This plan is being submitted in lieu of a storm water maintenance agreement since the property owner is the Federal Government.

The Department of Public Works has no objections to the plan as submitted and recommends receiving the Storm Water Management Plan for the William F. Fale USARC facility located at 2913 Erie Avenue and placing it on file.

PW

Director of Public Public Works

FINAL



88TH REGIONAL SUPPORT COMMAND

STORMWATER MANAGEMENT PLAN

**WI049/55985 William F. Fale USARC
2913 Erie Avenue
Sheboygan, Wisconsin 53081-3655**

August 2014

**Prepared by:
PARSONS**



DEPARTMENT OF THE ARMY
HEADQUARTERS, 88TH READINESS DIVISION
506 ROEDER CIRCLE
FORT SNELLING, MINNESOTA 55111-4017

AFRC-SWI-EN-E

08APRIL2022

SUBJECT: Storm Water Management Plan (SWMP) Determination of Applicability

All Storm Water Management Plans (SWMP) have been drafted or updated at the request of the 88TH Readiness Division (RD), Department of Public Works (DPW) Environmental Division to serve as documented Best Management Practice (BMP) recommendations to reduce the potential for contamination of storm water discharges from onsite activities. However, after reviewing the appropriate State General Permit provisions, the 88TH RD has determined that this facility does not meet the requirements necessary for obtaining coverage under State General Permit regulations. Therefore, this SWMP is being prepared as a voluntary BMP.

This determination supersedes all previous legacy "directions" provided within legacy SWMPs. All SWMPs are now downgraded to voluntary BMPs and do not require immediate revision. Legacy SWMPs will be updated as time and funds allow.

POC for this is Mr. Craig Peters, contracted Storm Water Program Manager, 608-388-0706, craig.r.peters.ctr@army.mil.

Timothy C. Gelhaus

Mr. Timothy Gelhaus
Environmental Compliance Branch Chief
88th Readiness Division, DPW
Phone: 608 388-0397
Email: timothy.c.gelhaus.civ@army.mil

FINAL

STORMWATER MANAGEMENT PLAN

Prepared for:

**WI049/55985 William F. Fale USARC
2913 Erie Avenue
Sheboygan, Wisconsin 53081-3655**

Prepared By:

**Parsons Government Services
400 Woods Mill Road South, Suite 330
Chesterfield, Missouri 63017**

PARSONS

August 2014

TABLE OF CONTENTS

SECTION 1 INTRODUCTION.....	1
1.1 Regulatory Background.....	1
1.2 Local and County Regulations	3
1.3 SWMP Objectives	3
1.4 SWMP Implementation.....	3
1.5 SWMP Revision	4
1.6 SWMP Overview	4
1.7 SWMP Availability	5
1.8 SWMP Contacts.....	5
SECTION 2 FACILITY DESCRIPTION	7
2.1 Site History and Identification.....	7
2.2 General Facility Description	7
2.3 Site Drainage Areas	8
2.3.1 Drainage Area 1	9
2.3.2 Drainage Area 2	9
2.4 Stormwater Outfalls.....	10
2.5 Water Bodies.....	10
2.6 Summary of Potential Sources of Stormwater Pollution.....	10
2.7 Significant Spills.....	13
2.8 Identification of Non-Stormwater Discharges	13
SECTION 3 BEST MANAGEMENT PRACTICES IDENTIFICATION	17
3.1 Definition of BMP	17
3.2 Non-Structural BMP	17
3.2.1 Good Housekeeping.....	17
3.2.2 Visual Inspections.....	18
3.2.3 Preventive Maintenance	19
3.2.4 Spill Response.....	20
3.3 Structural BMP	21
3.4 Employee Training	21
SECTION 4 PLAN UPDATE AND REPORTING.....	23

4.1	Plan Update	23
4.2	Reporting.....	23
SECTION 5 STORMWATER LONG-TERM MAINTENANCE PLAN.....		25
5.1	Roof Drains	25
5.2	Catch Basins, Manholes, and Trench Drains	25
5.3	Storm Sewer Pipes	25
5.4	Ditches and Swales.....	26
5.5	Sediment Removal.....	26
5.6	Assessments.....	26
SECTION 6 REFERENCES		27

TABLES

TABLE 1-1 SWMP CONTACTS	5
TABLE 2-1 KEY FACILITY INFORMATION.....	7
TABLE 2-2 MATERIALS EXPOSED TO STORMWATER WITH POTENTIAL FOR TRANSFERRING POLLUTANTS.....	12
TABLE 2-3 POSSIBLE POLLUTANTS IN EXPOSED MATERIAL.....	12
TABLE 2-4 LIST OF SIGNIFICANT SPILLS AND LEAKS (LAST 3 YEARS).....	14
TABLE 2-5 WATER QUALITY DATA FOR NSWDS	15
TABLE 3-1 EQUIPMENT TO INSPECT AS PART OF A PREVENTIVE MAINTENANCE PROGRAM.....	20
TABLE 3-2 EMERGENCY CONTACT LIST.....	20

FIGURES

FIGURE 1 SITE LOCATION MAP FOR THE WILLIAM F. FALE USARC.....	31
FIGURE 2 SITE LAYOUT AND LAND USE MAP FOR THE WILLIAM F. FALE USARC	33
FIGURE 3 SITE DRAINAGE MAP FOR THE WILLIAM F. FALE USARC	35

APPENDICES

APPENDIX A	REGULATORY SUPPORTING INFORMATION
Appendix A1:	Wisconsin Department of Natural Resources General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System, Permit No. WI-S067849-3
Appendix A2:	40 CFR § 122.26
Appendix A3:	Municipal Code of the City of Sheboygan, Wisconsin, Appendix E – Post-Construction Stormwater Management Zoning Ordinance
Appendix A4:	Exempted Non-Stormwater Discharges
APPENDIX B	ANNUAL FACILITY SITE INSPECTION CHECKLIST
Appendix B1:	Annual Facility Site Inspection Completed Checklist
Appendix B2:	Annual Facility Site Inspection Blank Checklist
APPENDIX C	STORMWATER SYSTEM MAINTENANCE SCHEDULE
APPENDIX D	STORMWATER SYSTEM ASSESSMENT SCHEDULE
APPENDIX E	STORMWATER OR SEDIMENT SAMPLING ANALYTICAL RESULTS

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ACRONYMS AND ABBREVIATIONS

aEPS	Area Environmental Protection Specialist
aFOS	Area Facility Operations Specialist
AFSI	Annual Facility Site Inspection
APC	Armored Personnel Carrier
AR	Army Regulations
AST	Aboveground Storage Tank
BMP	Best Management Practice
CFR	Code of Federal Regulations
CONEX	Container, Express
CWA	Clean Water Act
EPM	Environmental Program Manager
EPS	Environmental Protection Specialist
FC	Facility Coordinator
FSCP	Facility Spill Contingency Plan
HAZMAT	Hazardous Materials
HEMTT	Heavy Expanded Mobility Tactical Truck
HMMWV	High Mobility Multipurpose Wheeled Vehicle
LMTV	Light Medium Tactical Vehicle
MEP	Military Equipment Parking
MTV	Medium Tactical Vehicle
NAICS	North American Industry Classification System
NEPA	National Environmental Policy Act
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
NSWD	Non-Stormwater Discharge
OMS	Organizational Maintenance Shop
OWS	Oil/Water Separator
%	Percent
PCB	Polychlorinated Biphenyl
PGS	Parsons Government Services, Inc.
POL	Petroleum, Oil, and Lubricants
POV	Privately Owned Vehicle
RSC	Regional Support Command
SAV	Staff Assistance Visit
SIC	Standard Industrial Classification
SWMP	Stormwater Management Plan
SWPPP	Stormwater Pollution Prevention Plan
U.S.	United States
USARC	United States Army Reserve Center
USEPA	United States Environmental Protection Agency
UST	Underground Storage Tank
WDNR	Wisconsin Department of Natural Resources

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EXECUTIVE SUMMARY

This Stormwater Management Plan (SWMP) for the William F. Fale United States Army Reserve Center (USARC) (WI092/55864) has been tailored to complement the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit Number WI-S067849-3, issued by the State of Wisconsin Department of Natural Resources (WDNR) and the City of Sheboygan stormwater management requirements. The William F. Fale USARC facility is not required to comply with the General Permit; therefore, this SWMP is being prepared as a voluntary Best Management Practice (BMP).

This document was prepared by Parsons Government Services, Inc. (PGS) in accordance with guidance provided by the United States Environmental Protection Agency (USEPA). Data, information, and illustrations included in this SWMP were obtained from facility plans, interviews of facility personnel, and a staff assistance visit (SAV) conducted on May 20, 2014. Stormwater drainage, outfalls, and potential non-stormwater contributions were evaluated by PGS.

On May 20, 2014, Katie Astroth, Environmental Scientist from PGS, visited the William F. Fale USARC (WI049/55985) facility. Kevin Devenport, Area Environmental Protection Specialist (aEPS) and SSG Katey Tess, Motor Pool Sergeant accompanied PGS personnel.

The facility is located at 2913 Erie Avenue, Sheboygan in Sheboygan County, Wisconsin (Figure 1). The William F. Fale USARC facility includes approximately 3.8 acres of land and consists of a USARC building, a two-bay OMS building, one military equipment parking (MEP) area, and one privately owned vehicle (POV) parking area (Figure 2).

The USARC building is a one-story, concrete block building with a brick veneer. The building contains offices, classrooms, a kitchen, a drill hall, and storage areas. Activities that take place within the USARC building include administrative operations and classroom training.

The OMS building is a one-story, concrete block building with a brick exterior that contains two maintenance bays and a caged storage area. The OMS building is used for vehicle and equipment maintenance and general storage. There are no floor drains within the OMS building.

The present and recent historical (2011, 2012, and 2013) activities conducted at the facility include administrative, training, and educational tasks, and maintenance of vehicles and equipment. There have been no leaks or spills at the facility in the last 3 years (2011, 2012, and 2013).

Two drainage areas were identified on the property during the SAV (Figure 3).

Drainage Area 1 consists of a portion of the USARC building, the grassy area north of the USARC building, the POV parking area, and the entrance drive to the property. It encompasses approximately 1 acre with approximately 20 percent impervious surface.

The topography of Drainage Area 1 slopes down to the north. Stormwater within the grassy area primarily infiltrates into the ground or evaporates. In the event of heavy

precipitation stormwater within the grassy area flows overland to the north and onto Erie Avenue. Stormwater within the POV parking area and entrance drive also flows overland to the north and onto Erie Avenue.

Drainage Area 2 consists of a portion of the USARC building, the OMS building, the MEP area, and the grassy areas east, south, and west of the MEP area. It encompasses approximately 2.5 acres with approximately 30 percent impervious surface.

The topography of Drainage Area 2 has a slight downward slope to the south. Stormwater within the grassy areas primarily infiltrates into the ground or evaporates. Within the MEP area and in the event of heavy precipitation within the grassy areas, stormwater flows overland towards the property's southern boundary. Stormwater that reaches the property's southern boundary primarily drains off the property near the property's southwest and southeast corners.

The most southern edge of the USARC property is a steep slope with overgrown vegetation. The USARC property is at a significantly higher elevation than the commercial property just to the south. Due to this there is a large retention wall along the USARC property's southern boundary. Stormwater that drains off the property in this location infiltrates into the ground, evaporates, or drains into several stormwater inlets within the commercial property's parking area.

Additionally, the USARC and OMS buildings' roof drains are connected to underground conveyance pipes that discharge into the city-owned storm sewer system.

For the purpose of this SWMP, a stormwater outfall is identified as an area where stormwater leaves the property and could be intercepted in the event of a spill. Stormwater on the USARC property infiltrates into the ground, evaporates, or flows overland and off the property. Stormwater that flows off the property does not do so at a single point location. Therefore, no stormwater outfalls were identified by PGS during the SAV.

However, the USARC and OMS buildings' roof drains are connected to an underground conveyance pipe that discharges into the city-owned storm sewer system. Despite this pipe directing rainwater from the buildings' roof drains off the property, this is not considered an outfall as only stormwater from the buildings' roofs discharge through this means. Stormwater from the rest of the property, including the areas on the property that have the potential to contribute pollutants to stormwater runoff, cannot enter into this pipe.

All HAZMAT, wastes, and POL products are stored in designated areas inside flammable materials lockers within the OMS building or within the HAZMAT storage shed in the MEP area. The facility does not store chemicals outdoors where they could be directly exposed to stormwater. No ASTs, USTs, vehicle wash racks, or OWSs are located on the USARC property. Additionally, vehicle washing take place off-site.

Military equipment and vehicles are stored in the MEP area at the facility. There is one POV parking area located at the facility. As such, potential sources from ancillary activities may include POL associated with vehicle/equipment storage and operation. At the time of the SAV, no active leaks were observed. Military vehicles are fueled off-site.

Two waste dumpsters are located at the facility. At the time of the SAV, the dumpster were closed and in good condition. The area around the dumpsters was clean and orderly.

There are five CONEXs and one HAZMAT storage shed located at the facility. The CONEXs and HAZMAT storage shed provide adequate protection from stormwater. The CONEXs were in good condition and the HAZMAT shed was in fair condition as rust was evident. The area around the CONEXs and HAZMAT storage shed was orderly with no evidence of leaks or spills observed at the time of the SAV. However, there were several wood pallets and an open wood box stacked and being stored next to the HAZMAT storage shed.

Three pole-mounted transformers are located along the north edge of the property. Two of the transformers are on one pole in the property's northeast corner and the third transformer is in the property's northwest corner. The transformers did not carry labels indicating whether or not they contained PCBs. The transformers were observed to be in good condition, with no signs of leaking.

Non-structural BMPs in use at the facility include good housekeeping and preventive maintenance. Structural BMPs in use at the facility include the use of flammable materials lockers, CONEXs, and the HAZMAT storage shed.

There were a few areas that were noted as to needing maintenance on the USARC property during the SAV:

- Several of the covers for the cleanouts for the underground conveyance pipes that receive stormwater from the USARC building's roof drains were either missing or damaged. Debris was observed in the cleanout near the administration building's southeast corner.
- The POV parking area east of the USARC building is small and does not have adequate space to be park all POVs on the paved area. There was evidence that POVs parked in the grass area around the POV parking area and entrance drive. This has caused rutting and erosion.
- There was slight erosion along the MEP fence along the property's southern boundary.

Additionally, the retention wall along the property's southern boundary was observed to have areas starting to bulge away from the USARC property. There were also areas where vegetation is growing between the boards of the retention wall. The retention wall should potentially be inspected to ensure the integrity of the wall has not been compromised.

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SECTION 1 INTRODUCTION

This Stormwater Management Plan (SWMP) has been prepared at the request of the 88th Regional Support Command (RSC) Environmental Division to serve as a documented Best Management Practice (BMP) to reduce the potential for contamination of stormwater discharges from activities at the William F. Fale United States Army Reserve Center (USARC) (WI049/55985). The National Pollutant Discharge Elimination System (NPDES) General Permit Number WI-S067849-3, issued by the Wisconsin Department of Natural Resources (WDNR), authorizes discharges of stormwater (stormwater runoff, snowmelt runoff, and surface runoff and drainage) associated with industrial activity to surface water bodies within the State of Wisconsin (Appendix A1). The provisions of the NPDES require that many industrial facilities develop and implement a Stormwater Pollution Prevention Plan (SWPPP). However, the 88th RSC has determined that the William F. Fale USARC facility does not meet the requirements necessary for obtaining coverage under the General Permit. Therefore this SWMP is being prepared as a voluntary BMP.

This document was prepared by Parsons Government Services, Inc. (PGS) in accordance with guidance provided by the United States Environmental Protection Agency (USEPA) (1992a, b), Sheboygan County, and the City of Sheboygan. Data, information, and illustrations included in this SWMP were obtained from facility plans, interviews of facility personnel, and a staff assistance visit (SAV) conducted on May 20, 2014, by Katie Astroth, Environmental Scientist with PGS. Inspection of the facility included drainage areas, outfalls, potential stormwater polluting processes and materials, and potential non-stormwater contributions.

1.1 REGULATORY BACKGROUND

The 1972 amendments to the Clean Water Act (CWA) prohibit the discharge of any pollutant to waters of the United States (U.S.) from a point source unless the discharge is authorized by a NPDES permit. The CWA was amended in 1987 to establish phased NPDES requirements for stormwater discharges. Section 402(p) of the CWA of 1987 requires operators of facilities that discharge stormwater “associated with industrial activity” to obtain permits under the NPDES program. The purpose of the Act is to control pollution entering the surface waters of the U.S. and preserve, protect, and improve the nation’s water resources. As directed by Congress, USEPA promulgated final stormwater regulations on November 16, 1990, outlining facilities subject to the regulations and the permit application process.

The main criterion determining if a facility is subject to stormwater requirements is whether or not the facility discharges stormwater associated with industrial activities as defined by the USEPA under Title 40 of the Code of Federal Regulations (CFR) Part 122.26(b)(12) (Appendix A2). For this facility, the 88th RSC has determined the primary Standard Industrial Code (SIC) is 9711 (National Security) and the primary North American Industry Classification System (NAICS) code is 928110 (National Security). However, these codes are not sufficiently descriptive to allow clarity to local municipalities as the 88th RSC complies with CWA provisions. To that end, the 88th

RSC has re-evaluated and determined the following more descriptive SICs for their activities:

- Equipment Concentration Sites are SIC 7538 General Automotive Repair shops and SIC 4225 General Warehousing [Note SIC 4225 is explicitly exempt in 40CFR122.26(b)(14)(viii)]
- Area Maintenance Support Activity shops are SIC 7538 General Automotive Repair shops
- Branch Maintenance Activity shops are SIC 7538 General Automotive Repair shops
- Organizational Maintenance Shops (OMS) are SIC 7538 General Automotive Repairs shops
- Main USARCs are SIC 8249 Vocational Training Centers with secondary SICs 8741 Management Services, 8744 Facility Support Management Services

A facility is subject to stormwater regulation if the facility discharges stormwater from its industrial areas to surface waters of the U.S. by a natural or artificial conveyance system (e.g., ditch, swale, pipe, or conduit). Stormwater that flows directly to groundwater or to a municipal sanitary sewer is not subject to regulation and does not require a permit.

The William F. Fale USARC has not submitted a Notice of Intent (NOI) to the USEPA to discharge stormwater. It is the position of the 88th RSC that the activities conducted at the William F. Fale USARC are not described by the NAICS or the SIC Codes under the General NPDES Permit and, therefore, the facility does not require coverage under this permit.

Although the facility may not be regulated strictly under the provisions of the CWA, federal and Army regulations require the facilities to manage their affairs with the environment in mind. These regulations are part of this SWMP and are considered non-structural control measures or BMPs because they aid in the prevention of stormwater pollution. Documents the facility has on hand that pertain to the management of environmental affairs include:

- **Army Regulation (AR) 200-1 - Environmental Protection and Enhancement** - The regulation is intended to serve as a manual to ensure installations follow federal and state environmental laws and act in a manner to prevent environmental degradation. AR 200-1 specifies environmental documents and reports installations are required to maintain, operating procedures for environmental engineering functions, procedures for emergency response and spill reporting, and procedures for conducting and maintaining environmental audits and building inspections.
- **32 CFR Part 651 - Environmental Effects of Army Actions** - This document provides guidance concerning National Environmental Policy Act (NEPA) requirements pertaining to Army facilities.

1.2 LOCAL AND COUNTY REGULATIONS

The Municipal Code of the City of Sheboygan, Appendix E – Post-Construction Stormwater Management Zoning Ordinance aims to protect and enhance water quality, control non-stormwater discharges (NSWDs), provide criteria to control stormwater runoff, and encourage the recharge of groundwater. The City of Sheboygan stormwater ordinance is included in Appendix A3. A list of exempted NSWDs is summarized in Appendix A4. This SWMP complies with the City of Sheboygan stormwater ordinance.

1.3 SWMP OBJECTIVES

The goal of the SWMP is to improve the quality of surface waters by eliminating or minimizing contact of stormwater with materials that may potentially pollute the stormwater runoff discharged from the facility. The SWMP is intended to:

- Identify potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharges associated with activity from the facility.
- Describe practices to be used in reducing the potential for pollutants to be exposed to stormwater.
- Serve as an administrative BMP to describe the measures to be taken to reduce stormwater pollution and comply with the substantive requirements of the CWA and federal and Army regulations.

The SWMP contains a description of potential pollution sources at the facility. These sources may include material loading and unloading areas, outdoor material storage areas, and waste disposal practices. In describing these areas, a site map depicting stormwater drainage areas and flow patterns, paved areas, outdoor material storage locations, secondary containment structures, existing stormwater control mechanisms, oil/water separators (OWS), outfalls, drainage area boundaries, waste storage areas, wetlands, surface water bodies, underground storage tanks (UST), aboveground storage tanks (AST), and an estimate of impervious surface areas is provided.

The SWMP also provides a narrative description of activities conducted at the site and materials that are stored and exposed to precipitation. Other information presented in the SWMP includes a historical description of spills or leaks at the facility for the previous year, an estimate of the types of pollutants that could be present in stormwater discharged from the facility, a summary of existing stormwater test data, and a risk identification/assessment evaluating the potential for facility drainage areas to contribute pollutants to stormwater. In addition to identifying risks, the SWMP includes a description of management practices and equipment the facility may use to mitigate risks for stormwater pollution.

1.4 SWMP IMPLEMENTATION

Although a formal SWPPP is not required for the facility, the tenant units will be responsible for ensuring their personnel do not violate the guidelines presented in this SWMP. The 88th RSC may choose to offer the tenant units special training to better implement the plan. No state coordination concerning the implementation of this plan is

required at this time. The 88th RSC may contact the tenant units for a brief status summary concerning the BMPs and the SWMP in general.

The Area Environmental Protection Specialist (aEPS) will be responsible for performing the assessments, completing the Annual Facility Site Inspection (AFSI) checklist, and assisting the Facility Coordinator (FC), Shop Foreman, and/or tenant units in correcting any stormwater issues that may occur. The tenant units or FC will be responsible for informing the 88th RSC along with the aEPS and Area Facility Operations Specialist (aFOS) of any serious stormwater issues that may occur. If the facility receives any records relative to the SWMP, the FC or Shop Foreman will ensure they are given to the 88th RSC and a copy to the aEPS to keep in the environmental binder.

1.5 SWMP REVISION

This is the original SWMP for the William F. Fale USARC. It is the responsibility of the FC, Shop Foreman, and/or designee to implement this plan with assigned units. It is the responsibility of the aEPS to make suggestions for revisions to this SWMP to the Environmental Protection Specialist (EPS) when changes are identified at the facility.

The aEPS should perform an AFSI to determine whether the facility is following the guidelines set forth in this plan and has established practices to reduce stormwater pollution. The AFSI will allow the aEPS to verify the accuracy of the description of potential pollutant sources contained in the plan, update the site drainage map, and make sure that stormwater pollution controls are correctly identified and working. The AFSI will identify where new controls need to be implemented and incorporated into the facility plan. Appendix B contains checklists for conducting the AFSI. Appendix B1 contains checklists completed during the annual inspections. Appendix B2 contains a blank checklist for conducting future AFSIs.

The SWMP will be revised whenever a change in facility design, construction, or operation is planned that will result in significant increases in exposure of pollutants to stormwater. A change to the plan may also occur because routine visual inspections or comprehensive site evaluations have proven the plan to be ineffective at controlling stormwater contamination.

1.6 SWMP OVERVIEW

The SWMP includes the following sections:

- **Facility Description** - A description of the facility, drainage areas, and material exposed to stormwater, spill history, stormwater outfalls, receiving water bodies, and potential sources of stormwater pollution are provided in Section 2. Topographic and site maps depicting receiving water bodies, stormwater outfalls, and exposed material locations are also included.
- **BMPs** - The BMPs to mitigate potential stormwater pollution are identified and described in Section 3. The BMP description provides the SWMP team with a summary of what is involved with implementing the BMPs at their facility.

- **Plan Updating and Reporting** - Plan updates and reporting recommendations to be followed as voluntary BMPs are identified in Section 4. Currently no reports or other submittals are required to be submitted to state authorities.

1.7 SWMP AVAILABILITY

The SWMP will be maintained at the facility. Because the William F. Fale USARC is not covered under the Multi-Sector General Permit, it does not need to make the SWMP available to the USEPA, municipality, or public. However, the facility must make plans available to the aEPS and aFOS.

1.8 SWMP CONTACTS

Personnel that may be contacted for questions and/or comments to meet the requirements are listed in Table 1-1.

TABLE 1-1 SWMP CONTACTS		
Title	Phone Number	Point of Contact
88th RSC Area Environmental Protection Specialist (aEPS)	262-685-7727	Kevin Devenport
Area Facility Operations Specialist (aFOS)	906-235-8202	Ray Lane
88th RSC Environmental Protection Specialist (EPS)	612-713-3820	Dave Torgersen
88th RSC Facility Coordinator (FC)	920-208-2658	Taylor Tautges

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SECTION 2 FACILITY DESCRIPTION

2.1 SITE HISTORY AND IDENTIFICATION

The William F. Fale USARC (WI049/55985) was built in 1958 and is owned by the federal government. The surrounding properties include Sunny Ridge Health and Rehabilitation Center and a residential area to the north, a residential area to the east, Festival Foods to the south, and a commercial shopping center to the south and west (Figure 1). The 330th Military Police is the only unit located at the facility.

Key facility information for the William F. Fale USARC is listed in Table 2-1.

TABLE 2-1 KEY FACILITY INFORMATION	
Facility Name	William F. Fale USARC
Owner/Operator	United States Army Reserve
Physical Location	2913 Erie Avenue Sheboygan, Wisconsin 53081-3655
County	Sheboygan County
Latitude	43°45'8.10"N
Longitude	87°44'43.53"W
Township	15N
Range	23E
Section	21
Other Identifying Information	
SIC Code	9711 National Security
NAICS Code	928110 National Security
Key Contact for Plan Development and Maintenance	Taylor Tautges, Facility Coordinator (FC)
Facility Phone No.	920-208-2658

2.2 GENERAL FACILITY DESCRIPTION

The William F. Fale USARC includes approximately 3.8 acres of land. It consists of a USARC building, a two-bay OMS building, one military equipment parking (MEP) area, and one privately owned vehicle (POV) parking area. Activities that take place at the William F. Fale USARC include administrative, training, and educational tasks, and

maintenance of vehicles and equipment. A site layout and land use map (Figure 2) shows the overall configuration of the site.

The USARC building is a one-story, concrete block building with a brick veneer. The building contains offices, classrooms, a kitchen, a drill hall, and storage areas. Activities that take place within the USARC building include administrative operations and classroom training.

The OMS building is a one-story, concrete block building with a brick exterior that contains two maintenance bays and a caged storage area. The OMS building is used for vehicle and equipment maintenance and general storage. There are no floor drains within the OMS building.

One asphalt-paved POV parking area and one concrete MEP area are located on the USARC property. The POV parking area is a small parking area located just northeast of the USARC building. The MEP area is located south of the USARC building and is secured by chain link fence topped with barb wire. Approximately 45 military vehicles and equipment were stored within the MEP area during the SAV. These included six armored personnel carriers (APCs), 19 high mobility multipurpose wheeled vehicles (HMMWVs), one heavy expanded mobility tactical truck (HEMTT), two light medium tactical vehicles (LMTVs), and three medium tactical vehicles (MTVs). Twelve trailers of various sizes and uses were also stored within the MEP area at the time of the SAV.

No ASTs, USTs, vehicle wash racks, or OWSs are located on the USARC property. Additionally, vehicle fueling and vehicle washing take place off-site.

At the time of the SAV, items stored outdoors at the William F. Fale USARC included:

- Five CONEXs,
- One hazardous materials (HAZMAT) storage shed,
- Two waste dumpsters,
- Three pole-mounted transformers (two on one pole in northeast corner of property and one on one pole in northwest corner of property),
- Wood pallets, and
- Military vehicles and equipment.

Three pole-mounted transformers are located along the north edge of the property. Two of the transformers are on one pole in the property's northeast corner and the third transformer is in the property's northwest corner. The transformers did not carry labels indicating whether or not they contained polychlorinated biphenyls (PCBs). The transformers were observed to be in good condition, with no signs of leaking.

2.3 SITE DRAINAGE AREAS

Based on observations made by PGS during the SAV, the William F. Fale USARC can be divided into two distinct drainage areas (Drainage Areas 1 and 2). Figure 3 shows the drainage areas observed at the site, the general stormwater runoff drainage patterns, and the conveyances that accept stormwater runoff from each area.

2.3.1 Drainage Area 1

Drainage Area 1 consists of a portion of the USARC building, the grassy area north of the USARC building, the POV parking area, and the entrance drive to the property. It encompasses approximately 1.0 acre with approximately 20 percent impervious surface. Items stored outdoors within Drainage Area 1 included:

- POVs and
- Three pole-mounted transformers (two on one pole in northeast corner of property and one on one pole in northwest corner of property).

The topography of Drainage Area 1 slopes down to the north. Stormwater within the grassy area primarily infiltrates into the ground or evaporates. In the event of heavy precipitation stormwater within the grassy area flows overland to the north and onto Erie Avenue. Stormwater within the POV parking area and entrance drive also flows overland to the north and onto Erie Avenue.

Additionally, the USARC building's roof drains are connected to underground conveyance pipes that discharge into the city-owned storm sewer system.

Parked vehicles within small POV parking area and the loading, shipping, receiving, and storage of petroleum, oil, and lubricants (POLs) and HAZMAT have the potential to contribute pollutants to stormwater runoff within Drainage Area 1.

2.3.2 Drainage Area 2

Drainage Area 2 consists of a portion of the USARC building, the OMS building, the MEP area, and the grassy areas east, south, and west of the MEP area. It encompasses approximately 2.5 acres with approximately 30 percent impervious surface. Items stored outdoors within Drainage Area 2 included:

- Military vehicles and equipment,
- Five CONEXs,
- One HAZMAT storage shed,
- Two waste dumpsters, and
- Wood pallets.

The topography of Drainage Area 2 has a slight downward slope to the south. Stormwater within the grassy areas primarily infiltrates into the ground or evaporates. Within the MEP area and in the event of heavy precipitation within the grassy areas, stormwater flows overland towards the property's southern boundary. Stormwater that reaches the property's southern boundary primarily drains off the property near the property's southwest and southeast corners.

The most southern edge of the USARC property is a steep slope with overgrown vegetation. The USARC property is at a significantly higher elevation than the commercial property just to the south. Due to this there is a large retention wall along the USARC property's southern boundary. Stormwater that drains off the property in

this location infiltrates into the ground, evaporates, or drains into several stormwater inlets within the commercial property's parking area.

Additionally, the USARC and OMS buildings' roof drains are connected to underground conveyance pipes that discharge into the city-owned storm sewer system.

Parked military vehicles and equipment in the MEP area and vehicle maintenance activities carried out within the OMS have the potential to contribute pollutants to stormwater runoff within Drainage Area 2. No active leaks or evidence of previous leaks from vehicles were observed.

2.4 STORMWATER OUTFALLS

An outfall is defined by the USEPA as "the point, location, or structure where wastewater or drainage discharges from a sewer pipe, ditch, or other conveyance to a receiving body of water." For the purpose of this SWMP, a stormwater outfall is identified as an area where stormwater leaves the property and could be intercepted in the event of a spill. Stormwater on the USARC property infiltrates into the ground, evaporates, or flows overland and off the property. Stormwater that flows off the property does not do so at a single point location. Therefore, no stormwater outfalls were identified by PGS during the SAV.

However, the USARC and OMS buildings' roof drains are connected to an underground conveyance pipe that discharges into the city-owned storm sewer system. Despite this pipe directing rainwater from the buildings' roof drains off the property, this is not considered an outfall as only stormwater from the buildings' roofs discharge through this means. Stormwater from the rest of the property, including the areas on the property that have the potential to contribute pollutants to stormwater runoff, cannot enter into this pipe.

2.5 WATER BODIES

No stormwater outfalls are located at the William F. Fale USARC facility. Stormwater north of the USARC building flows overland onto Erie Avenue where stormwater is directed to curb inlets that discharge to the city-owned storm sewer system. Stormwater that reaches the property's southern boundary primarily drains off the property near the property's southwest and southeast corners. Stormwater that drains off the property in these locations drains into several stormwater inlets within the commercial property's parking area that is located just south of the USARC property. These stormwater inlets also discharge into the city-owned storm sewer system.

Based on the review of the topographic map (Figure 1), there are no other streams or surface water bodies (lakes, ponds, or wetlands) that could receive contaminants in stormwater discharged from activities at the site.

2.6 SUMMARY OF POTENTIAL SOURCES OF STORMWATER POLLUTION

All HAZMAT, wastes, and POL products are stored in designated areas inside flammable materials lockers within the OMS building or within the HAZMAT storage shed in the MEP area. The facility does not store chemicals outdoors where they could

be directly exposed to stormwater. No ASTs, USTs, vehicle wash racks, or OWSs are located on the USARC property. Additionally, vehicle washing take place off-site.

Military equipment and vehicles are stored in the MEP area at the facility. There is one POV parking area located at the facility. As such, potential sources from ancillary activities may include POL associated with vehicle/equipment storage and operation. Drip pans are anticipated to be placed under all military vehicles that have a Class 3 leak until maintenance can be performed. A Class 3 leak is defined as at least one drop of fluid over 24 hours (e.g. an actively dripping leak). At the time of the SAV, no active leaks were observed. Military vehicles are fueled off-site.

Two waste dumpsters are located at the facility. At the time of the SAV, the dumpster were closed and in good condition. The area around the dumpsters was clean and orderly.

There are five CONEXs and one HAZMAT storage shed located at the facility. The CONEXs and HAZMAT storage shed provide adequate protection from stormwater. The CONEXs were in good condition and the HAZMAT shed was in fair condition as rust was evident. The area around the CONEXs and HAZMAT storage shed was orderly with no evidence of leaks or spills observed at the time of the SAV. However, there were several wood pallets and an open wood box stacked and being stored next to the HAZMAT storage shed.

Three pole-mounted transformers are located along the north edge of the property. Two of the transformers are on one pole in the property's northeast corner and the third transformer is in the property's northwest corner. The transformers did not carry labels indicating whether or not they contained PCBs. The transformers were observed to be in good condition, with no signs of leaking.

There were a few areas that were noted as to needing maintenance on the USARC property during the SAV:

- Several of the covers for the cleanouts for the underground conveyance pipes that receive stormwater from the USARC building's roof drains were either missing or damaged. Debris was observed in the cleanout near the administration building's southeast corner.
- The POV parking area east of the USARC building is small and does not have adequate space to be park all POVs on the paved area. There was evidence that POVs parked in the grass area around the POV parking area and entrance drive. This has caused rutting and erosion.
- There was slight erosion along the MEP fence along the property's southern boundary.

Table 2-2 provides an inventory of materials exposed to precipitation and/or stormwater runoff and the drainage area within which they are located. Table 2-3 provides a listing of possible pollutants in the exposed material. A Facility Spill Contingency Plan (FSCP) is a separate document that provides additional information on HAZMAT use, POL storage, and identifies procedures for preventing and responding to releases of those materials.

TABLE 2-2 MATERIALS EXPOSED TO STORMWATER WITH POTENTIAL FOR TRANSFERRING POLLUTANTS

Exposed Material/Activity	Drainage Areas	
	Area 1	Area 2
CONEXs		X
HAZMAT storage shed		X
Military vehicles and equipment		X
Pole-mounted transformers	X	
Privately owned vehicles	X	
Scrap wood/pallets		X
Waste dumpsters		X

TABLE 2-3 POSSIBLE POLLUTANTS IN EXPOSED MATERIAL

Exposed Material	Potential Problem	Potential Pollutant
CONEXs	Repeated exposure to stormwater may degrade CONEXs and discharge rust and metal particles into the stormwater drainage system.	Rust, metal particles
HAZMAT storage sheds	Spills and leaks could occur during loading and transporting activities and could be discharged into the stormwater drainage system.	Oil, fuel, hydraulic fluids, transmission fluids, antifreeze
Military vehicles and equipment	Leaks from parked vehicles and equipment could be discharged into the stormwater drainage system.	Oil, fuel, hydraulic fluids, transmission fluids, antifreeze
Pole-mounted transformers	Leaks from transformers could be washed by rain into the stormwater drainage system.	PCBs (content undetermined), Transformer oils
Privately owned vehicles	Leaks from parked vehicles could be washed by rain into the stormwater drainage system.	Oil, fuel, hydraulic fluids, transmission fluids, antifreeze
Scrap wood/pallets	If dirty (i.e., POL marks), pollutants could be washed by rain into the stormwater drainage system.	POL products or other pollutants

TABLE 2-3 POSSIBLE POLLUTANTS IN EXPOSED MATERIAL

Waste dumpsters	General refuse can be blown out of the dumpsters and land on the ground or in the stormwater system if dumpsters are overloaded or left uncovered.	General refuse, cardboard, paper products, absorbents
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2.7 SIGNIFICANT SPILLS

There have been no leaks or spills at the facility in the last 3 years (2011, 2012, and 2013). If future significant spills and/or leaks of hazardous or toxic material occur at the facility, they will be listed in Table 2-4.

2.8 IDENTIFICATION OF NON-STORMWATER DISCHARGES

NSWDs are discharges of water used in manufacturing-industrial processes (i.e., vehicle washing wastewater) that are discharged through a stormwater system, overland, or by some other conduit to waters of the U.S. or the state. Facilities should be inspected for NSWDS and certification of the inspection should be included in the SWMP. Some NSWDS are exempted to flow through the stormwater system provided that their pollution controls are identified and conform to the stormwater pollution controls. A list of exempted NSWDS is provided in Appendix A4.

The attached certification (Table 2-5) documents that no stormwater outfalls were observed during the SAV on May 20, 2014. Visual inspection reports should be kept in Appendix B.

TABLE 2-4 LIST OF SIGNIFICANT SPILLS AND LEAKS (LAST 3 YEARS)										
Date (Month/Day/Year)	Spill	Leak	Location (As Indicated On Site Map)	Type of Material	Quantity	Source, If Known	Reason	Amount of Material Recovered	Material No Longer Exposed to Stormwater (True/False)	Preventive Measures Taken
2011	None	None								
2012	None	None								
2013	None	None								

TABLE 2-5 WATER QUALITY DATA FOR NSWDS						
Non-Stormwater Discharge Assessment and Certifications						
Date of Test or Evaluation	Outfall Directly Observed During Test	Method Used to Test or Evaluate Discharge	Describe Results from Test for the Presence of Non-Stormwater Discharge	Identify Potential Significant Sources	Name of Person Conducting Test	
5/20/2014	No outfall identified.	N/A	N/A	N/A	K. Astroth	

Notes:
N/A – not applicable

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SECTION 3 BEST MANAGEMENT PRACTICES IDENTIFICATION

The BMPs that reduce or eliminate stormwater pollution are described in this SWMP. The following section describes each of the BMPs identified to reduce stormwater pollution from the William F. Fale USARC facility. The aFOS/aEPS should oversee the implementation of the SWMP and routinely inspect the facility according to the inspection checklists located in Appendix B. At a minimum, the inspection should be performed annually. Results of the inspection should be kept on file, and copies of the checklist and plan modifications should be submitted to the 88th RSC aEPS. If issues are found during the routine inspection, the checklist with comments should be promptly submitted to the aFOS and aEPS.

3.1 DEFINITION OF BMP

BMPs are measures that may be implemented to prevent or mitigate pollution of stormwater from activities performed at the William F. Fale USARC. BMPs include processes, procedures, schedules of activities, prohibitions on practices, and other management procedures that prevent or reduce stormwater pollution. BMPs may range from inexpensive changes in procedures or practices to more costly facility improvement projects such as installing sediment traps, detention ponds, etc.

3.2 NON-STRUCTURAL BMP

Non-structural BMPs are inexpensive and relatively simple management practices applicable to a majority of the activities performed at the William F. Fale USARC facility. Stormwater regulations require implementation of these BMPs. Activities such as good housekeeping, preventive maintenance, and visual inspections should be performed routinely at the facility.

3.2.1 Good Housekeeping

Good housekeeping refers to cleaning, maintenance, and storage practices conducted at the facility. Many potential stormwater pollution sources may be eliminated or reduced through simple housekeeping practices. Implementing good housekeeping practices should involve all personnel. Examples of good housekeeping practices that should be implemented and continued include:

- Clean HAZMAT and POL containers of drips or spills prior to returning item to POL rooms, HAZMAT rooms, HAZMAT storage cabinets, HAZMAT storage sheds, or secondary containment areas.
- If lids crack or break on a dumpster, use a tarp to cover content until the lid has been replaced.
- Regularly pick up and dispose of garbage, used absorbent, and waste material. Items not needed for facility operation or items no longer used will be immediately disposed of or sent off-site for recycling.
- Maintain an orderly garbage disposal area. For example, pick up materials around the garbage disposal area that have not been properly disposed of in the garbage dumpster. Make sure that the lid on the garbage dumpster

is properly closed and in good working order to keep stormwater out of the garbage dumpster.

- Store chemicals and POL materials at approved storage locations and out of precipitation and stormwater flow paths.
- Move all exposed material, used tires, scrap metal, trash, and wood pallets from areas exposed to stormwater into buildings or cover with a tarp. Items no longer needed should be discarded.
- Designate a central location for scrap material (scrap metal, wooden pallets, etc.) and cover, if feasible.
- Ensure that all spill cleanup procedures listed in the FSCP are understood and implemented by all employees.
- Regularly sweep floors in shops and ensure storm drains are free of debris.

3.2.2 Visual Inspections

A visual inspection program should be implemented to inspect regularly all areas that could contaminate stormwater. The AFSI checklist described in Section 4.2 is included in Appendix B. The inspection checklist is intended to ensure all elements of the SWMP are in place and working properly. Areas of secondary containment such as buildings, CONEXs, HAZMAT cabinets, and HAZMAT sheds should be inspected to make sure they are not corroded or damaged in such a manner that they do not control potential spills or leaks resulting from storage of potential stormwater contaminants. Additionally, the following should be inspected:

- **Material storage, handling, and transfer areas** – These areas include the HAZMAT cabinets, HAZMAT storage rooms, and POL rooms, which should be inspected for spills and leaks.
- **General stormwater drainage area** – This area should be inspected to identify any NSWDS. If a water flow is present and rain has not occurred within the past 72 hours, further investigation is warranted unless the source is known to be non-polluting. Further investigation should note the odor of the water, clarity of the water, staining of the ground or drainage ditches, the presence of floating debris in drainage ditches, or exceptionally lush vegetation.
- **Storm drains and catch basins** – All storm drains and catch basins on-site should be inspected regularly to identify any NSWDS or accumulation of leaves, silt, debris, or garbage.
- **Garbage collection areas** – Areas around all dumpsters should be inspected for debris. Dumpsters should be inspected to ensure covers are kept closed and they are not leaking any fluids.
- **MEP and POV lots** – Vehicles, equipment, and storage areas in the MEP area should be inspected to identify any leaks or conditions that could lead

to discharges of chemicals or lubricants. Staining on the ground or any NSWs should be noted.

- **Landscaped areas** – Grass and landscaped areas should be examined for areas of potential soil erosion.
- **Loading dock areas** – The area around loading docks should be inspected after every delivery noting any spills that occurred during unloading/loading and transfer activities.

All inspections should be documented, including signatures and dates, and kept within this SWMP. Any required maintenance and repairs should be documented and filed with the SWMP after corrective action has taken place. Contact names and numbers should be kept current and kept with this SWMP.

3.2.3 Preventive Maintenance

Preventive maintenance testing and inspection should be conducted on all equipment and systems listed in Table 3-1 to uncover conditions that could cause breakdowns or failures resulting in a discharge of pollutants. Any issues identified through regular visual inspection should be immediately remedied through adjustment, repair, or replacement. Preventive maintenance should include the following items:

- Clean all storm drains identified during visual inspection to remove leaves, silt, sand, and any garbage that has accumulated in these structures.
- Assess the integrity of all secondary containment associated with POL rooms, HAZMAT rooms, and HAZMAT cabinets.
- Provide drip pans for vehicles identified during visual inspection as leaking oil, transmission fluid, brake fluid, etc.
- Drain fuel and fluid from small equipment stored for extended periods of time.
- Ensure that personnel trained in spill response procedures are present and spill prevention measures are followed during HAZMAT delivery, transport, and removal of liquid wastes.
- Ensure that spill response kits are available for areas that would potentially require them. Order replacements or additional supplies when necessary.
- Maintain grassy areas so as to prevent erosion.

TABLE 3-1 EQUIPMENT TO INSPECT AS PART OF A PREVENTIVE MAINTENANCE PROGRAM

HAZMAT storage containers	Storm drains, catch basins, and outfalls
Process and material handling equipment	Drainage systems
Vehicles and equipment (i.e., military vehicles, compressors, and generators)	Stormwater management devices (structural BMPs)
Electric transformers	CONEXs

3.2.4 Spill Response

Each maintenance shop or facility handling HAZMAT should have adequate spill response materials on hand. The aEPS will assist the FC by assessing their spill kit needs and procure spill response materials for facilities with a high release potential. Spill response resources are not to be used for housekeeping or daily operations. Spill response kits must be kept stocked with the appropriate spill response material. Once an item has been used, the FC must contact the aEPS to request replacement items.

An FSCP is a separate document that provides additional information on HAZMAT use, POL storage, and identifies procedures for preventing and responding to releases of those materials.

Persons who cause the discharge to the environment of a hazardous substance or who possess or control a hazardous substance that is discharged to the environment are required to immediately notify the aEPS or the 88th RSC Environmental Division as detailed in the emergency contact list provided as Table 3-2.

TABLE 3-2 EMERGENCY CONTACT LIST

Organization	Telephone Number
Fire Department	911
Police	911
Hospital/Ambulance Service	911
88th RSC Area Environmental Protection Specialist	262-685-7727
88th RSC Environmental Office	612-713-3820
William F. Fale USARC	920-208-2658
88th RSC Emergency Operations Center	608-556-1206

Persons will need to provide information such as:

- Name, address, and location of discharge,
- Physical state, quantity, chemical characteristics of the discharge,
- Cause of the discharge,
- Destination of the discharged substance,
- Actions taken to stop the release/minimize the impacts to the environment,
- Actual or potential impacts to human health or the environment.

This information must be summarized and included with the facility inspection report.

3.3 STRUCTURAL BMP

Structural BMPs are measures to help control excess sheet flow and require investing funds to alleviate stormwater pollution. They are generally designed and constructed to restrict and control specific pollution activities and sources at the facility. Structural BMPs in use at the facility include the use of flammable materials lockers, CONEXs, and the HAZMAT storage shed.

There were a few areas that were noted as to needing maintenance on the USARC property during the SAV:

- Several of the covers for the cleanouts for the underground conveyance pipes that receive stormwater from the USARC building's roof drains were either missing or damaged. Debris was observed in the cleanout near the administration building's southeast corner.
- The POV parking area east of the USARC building is small and does not have adequate space to be park all POVs on the paved area. There was evidence that POVs parked in the grass area around the POV parking area and entrance drive. This has caused rutting and erosion.
- There was slight erosion along the MEP fence along the property's southern boundary.

Additionally, the retention wall along the property's southern boundary was observed to have areas starting to bulge away from the USARC property. There were also areas where vegetation is growing between the boards of the retention wall. The retention wall should potentially be inspected to ensure the integrity of the wall has not been compromised.

3.4 EMPLOYEE TRAINING

The success and effectiveness of this SWMP depends on the interest of employees responsible for implementing and maintaining the stormwater management program. Personnel need to understand the importance of SWMP goals and must be trained in techniques of spill prevention, response, cleanup, and documentation. When properly trained, personnel are more capable of preventing spills, responding safely and

effectively to an accident, and recognizing situations that could lead to stormwater contamination.

Annual training for the SWMP should be conducted for all full-time facility personnel. A list of personnel receiving this training should be maintained as part of the SWMP. Updates to the SWMP should be discussed in detail during the annual training review. Training should address each component of this SWMP including how and why tasks are to be implemented. Topics should include:

- Stormwater awareness,
- Spill prevention and response,
- Good housekeeping practices,
- Material management practices.

SECTION 4 PLAN UPDATE AND REPORTING

4.1 PLAN UPDATE

This SWMP should be updated whenever there are changes in design, construction, operation, or maintenance of the facility that impact the discharge of pollutants to stormwater. A change to the plan may also occur because routine visual inspections or comprehensive site evaluations have proven the plan to be ineffective at controlling stormwater contamination. An annual evaluation should be performed of the facility to ensure the SWMP has been implemented, is up-to-date, and is effective.

Analysis of past incidents can help detect problems and prevent similar incidents. The aFOS and aEPS will be responsible for keeping all records relative to this SWMP, its implementation, compliance, reviews, updates, and reports. All records should be retained for at least 3 years. This SWMP shall be kept in the Environmental Folder at the facility and a copy shall be provided to the aEPS.

The management of the SWMP will require detailed documentation. Key items include:

- Updated copies of the SWMP,
- Supporting documents to the plan, including field notebooks, drawings, and maps,
- NSWDC inspections and analysis,
- Records of stormwater outfall monitoring data, if conducted,
- Records of annual reviews, inspections, training, and updates,
- All documents referenced in the plan including FSCP, HAZMAT inventory, spill records, etc.,
- BMPs implementation schedules.

4.2 REPORTING

The AFSI reports should be completed by the aEPS with the AFSI checklist. Each report should include results of the annual inspection along with results of any other inspections that may have been conducted. The report should also include documentation of any event (e.g., spill, treatment unit malfunction) that would require an inspection, results of the inspection, and any subsequent corrective maintenance activity.

The annual inspection will allow the aEPS to verify the accuracy of the description of potential pollutant sources contained in the plan, ensure the plan drainage map is accurate and up-to-date, and stormwater pollution controls are correctly identified, in place, and working. The inspection will identify where new controls need to be implemented and incorporated into the facility plan. The AFSI checklist is provided in Appendix B. The process for conducting the inspection is outlined below:

- Review the SWMP and prepare a list of items that are located in the material handling, storage, and transfer areas.

- List all equipment and containment measures in these areas.
- Review facility operations for the past year to determine additional areas and modifications that require inclusion in the plan.
- Conduct inspection to determine if: (1) all stormwater pollution prevention measures are accurately identified in the plan; (2) all measures are in place and working properly; and (3) NSWDS are evident – see Table 2-5.
- Document findings.
- Revise the SWMP, as needed. Include descriptions of potential pollutant sources and controls that have changed since the previous plan update.
- Implement necessary changes in a timely manner.
- Once the site compliance evaluation is completed, the aFOS will work with the FC to begin implementing any necessary changes in BMPs or other pollution prevention measures resulting from the inspection and changes to the SWMP, with assistance from the aEPS as necessary.
- Sign the report and file it with the plan.

SECTION 5 STORMWATER LONG-TERM MAINTENANCE PLAN

Regular maintenance activities are required to ensure the function of a stormwater system and to prevent potential nuisances such as odors, mosquitoes, and weeds. Maintenance activities may also be required after storm events greater than 1 inch of rain per 24 hours. Other actions may also be necessary after such storm events including those identified through facility assessments as described in Section 5.7. Maintenance activities will be managed by the aFOS. If facility staff observes a condition in need of maintenance, they will notify the FC who will coordinate with the aFOS to address the maintenance need. Maintenance activities are summarized in Appendix C with recommended frequencies. A stormwater system assessment schedule and checklist are included in Appendix D. Analytical results from the sampling of stormwater or sediment should be placed in Appendix E.

5.1 ROOF DRAINS

Roof drains must be cleaned on a regular basis to maintain their ability to direct stormwater flow toward the stormwater system, and consequently prevent flooding. The removal of sediment and decaying debris from the drains has both aesthetic and water quality benefits, including: reducing foul odors, reducing suspended solids, and reducing the load of oxygen-demanding substances that eventually reach receiving waters. Dissolved oxygen in receiving waters is utilized by oxygen-demanding substances that come from any organic sources of material that decompose, such as leaves and other tree debris. Check roof drain openings after trees have shed their leaves for the season to remove debris.

5.2 CATCH BASINS, MANHOLES, AND TRENCH DRAINS

Catch basins, manholes, and trench drains must be cleaned regularly as needed to maintain their ability to collect water, trap sediment, and consequently prevent flooding. The removal of sediment and decaying debris from the catch basins, manholes, and trench drains has both aesthetic and water quality benefits, including; reducing foul odors, reducing suspended solids, and reducing the load of oxygen-demanding substances that eventually reach receiving waters, such as leaves and grass clippings. Check grate openings after significant precipitation events and remove debris. Debris should be removed from the structure if the depth of deposits exceeds 60 percent of sump depth or if clearance from the top of the debris to the pipe invert is less than 6 inches. The catch basins, manholes, and trench drains can be cleaned out manually if the necessary tools and equipment are available on-site.

5.3 STORM SEWER PIPES

Localized flooding at a catch basin, manhole, or trench drain may indicate the existence of a problem in the storm sewer pipe such as sediment accumulation, entry of roots, and infiltration of water. Storm sewer pipes must be cleaned periodically to remove built-up sediment. Various methods can be used to remove sediments from pipes including jet cleaning, use of sewer balls, and rodding. Jet cleaning is generally the least expensive method and involves flushing the sewer with water and

collecting the material flushed from the pipe at the end. Contact your aFOS for maintenance support on large jobs.

5.4 DITCHES AND SWALES

Drainage ditches and swales are structures used to collect and convey stormwater. Localized flooding within or around a ditch and/or erosion may indicate the existence of a problem with ditch functions. Annual inspection of the ditches is recommended and a visual inspection of each ditch, as well as culverts, if applicable, after significant rainfall events or quarterly is required.

5.5 SEDIMENT REMOVAL

Any sediment and other accumulated materials removed from the stormwater system will be disposed of at an approved landfill if test results indicate materials are non-hazardous. The sediment and other accumulated materials removed may be adversely impacted by the activities conducted on-site such as maintenance of vehicles thus requiring analytical sampling. Contact the aEPS to make the determination on sampling. If the sediment removed is determined to be non-hazardous waste, based on analytical results, future sediment removed can be assumed to be non-hazardous waste based on generator's knowledge. This assumption can only be made if there have been no changes in activities performed at the facility and no known spills that may have reached the storm sewer system.

5.6 ASSESSMENTS

Assessment activities are summarized in Appendix D with recommended frequencies and a checklist. Most assessment items can be completed by walking around the facility and performing a visual assessment of the storm sewer system components. If during the course of daily business activities the FC notices any discrepancies with the stormwater system they should contact the aFOS immediately. A list of typical problems that may be encountered include:

- Broken or damaged structural control measures (catch basins, manholes, pipes),
- Significant erosion by downspouts/roof drains or drainage equipment,
- Visible signs of chemical or POL spills,
- Buildup of leaves, silt, sand or garbage/debris in catch basins,
- Blockage of stormwater inlets, grate openings or outfalls, or
- Localized flooding at catch basins or other inlets/outfalls.

The aFOS can use Appendix D in this SWMP as a guide.

If stormwater sampling occurs at the facility during the assessments, analytical results will be found in Appendix E.

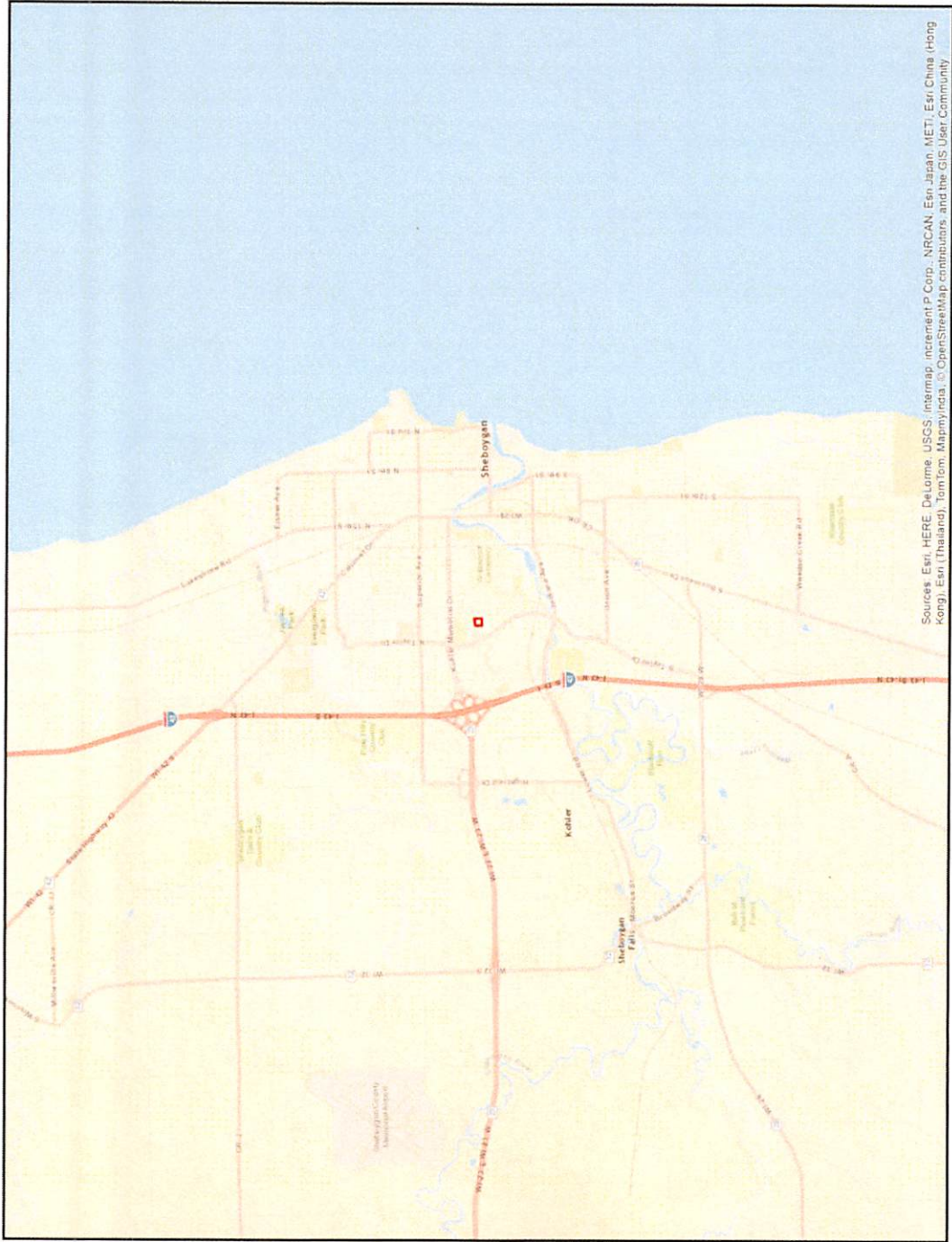
SECTION 6 REFERENCES

- Clean Water Act of 1972, 33 U.S.C. § 1251 et seq. 2002.
- United States Environmental Protection Agency. 2011. 40 CFR Part 122.26(b)(12). Storm Water Discharges. July 1, 2011.
- United States Environmental Protection Agency. 1992a. Storm Water Management for Industrial Activities, Developing Pollution Prevention Plans and Best Management Practices (EPA 832-R-92-006).
- United States Environmental Protection Agency. 1992b. Storm Water Management for Industrial Activities, Developing Pollution Prevention Plans and Best Management Practices - Summary Guidance (EPA 833-R-92-002).
- United States Environmental Protection Agency. 1990. 40 CFR Parts 122, 123, and 124. National Pollutant Discharge Elimination System Permit Application Regulations for Storm Water Discharges. November 16, 1990.
- Wisconsin Department of Natural Resources. 2011. General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System Permit No. WI-S067849-3. Effective May 13, 2011 through April 30, 2016.

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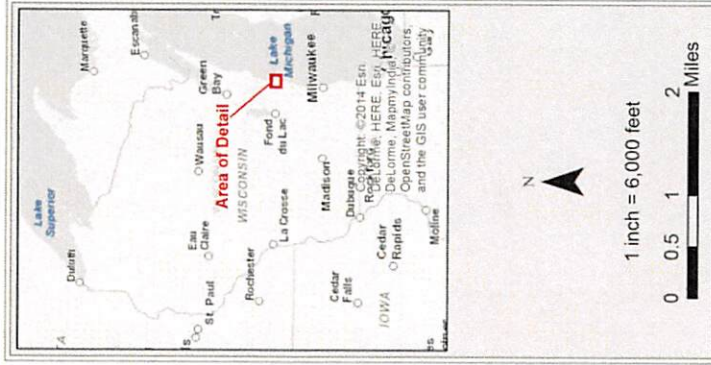
FIGURES

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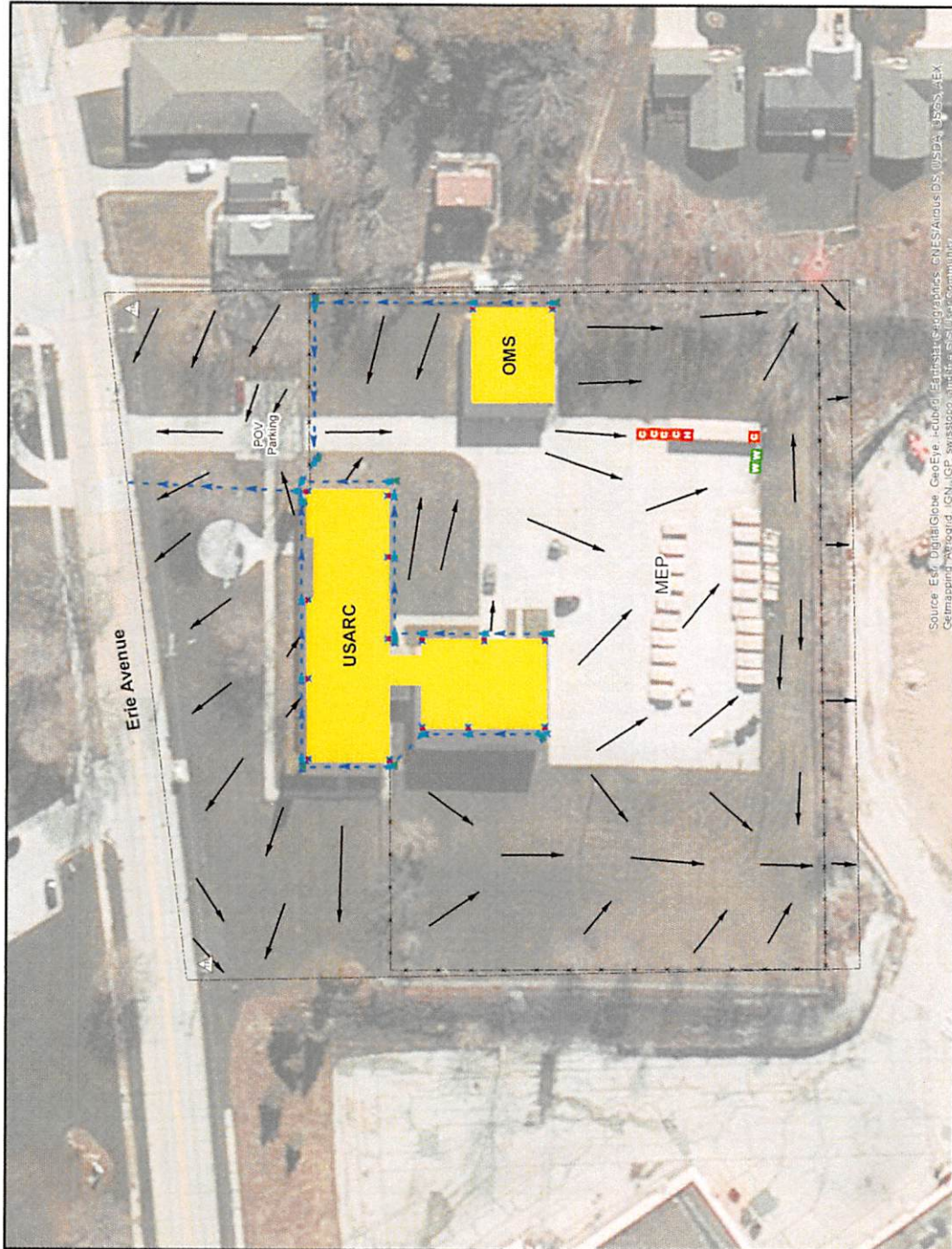


Stormwater Management Plan
W049/55985 William F. Fale USARC
2913 Erie Avenue
Sheboygan, Wisconsin 53081-3655
88th Regional Support Command (RSC)
United States Army Reserve

Figure 1
Site Location Map

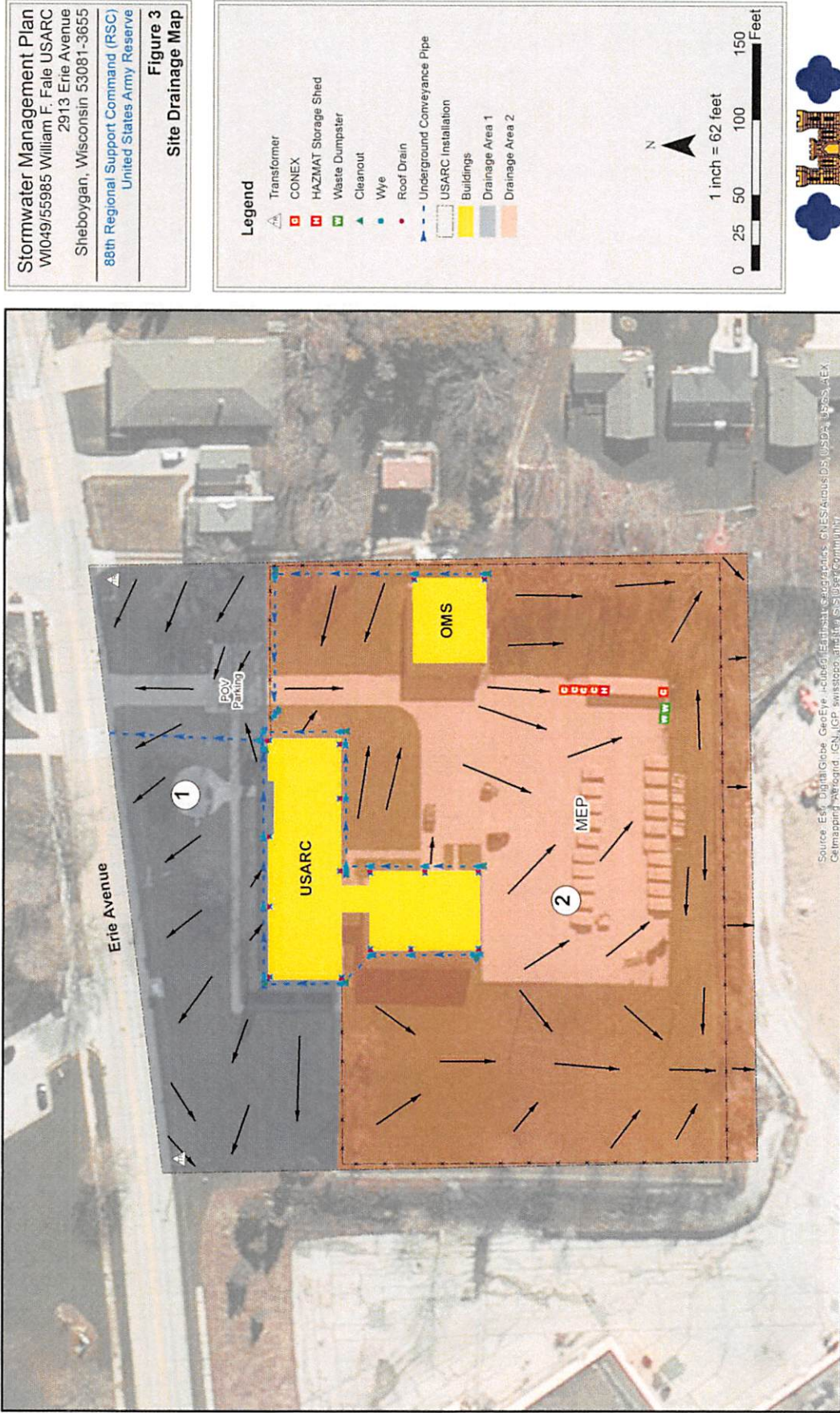


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Stormwater Management Plan for
W1049/55985 William F. Fale USARC

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APPENDIX A REGULATORY SUPPORTING INFORMATION

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APPENDIX A1
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
WISCONSIN POLLUTANT DISCHARGE ELIMINATION SYSTEM
PERMIT NO. WI-S067849-3
FOR STORMWATER DISCHARGES
EFFECTIVE DATE: MAY 13, 2011
EXPIRATION DATE: APRIL 30, 2016

The Wisconsin Department of Natural Resources General Permit can be found at this location: http://dnr.wi.gov/topic/stormwater/documents/S067849-3_Tier1_Permit.pdf

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APPENDIX A2

40 CFR § 122.26

The Code of Federal Regulations, Storm Water Discharges (40 CFR §122.26), can be found at this location:

<http://www.gpo.gov/fdsys/pkg/CFR-2013-title40-vol23/xml/CFR-2013-title40-vol23-sec122-26.xml>

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APPENDIX A3
MUNICIPAL CODE OF THE CITY OF SHEBOYGAN, WISCONSIN
APPENDIX E – POST-CONSTRUCTION STORMWATER MANAGEMENT
ZONING ORDINANCE

The Municipal Code of the City of Sheboygan, Wisconsin can be found at this location:
<https://library.municode.com/index.aspx?clientId=14340&stateId=49&stateName=Wisconsin>

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APPENDIX A4

EXEMPTED NON-STORMWATER DISCHARGES

Exempted non-stormwater discharges are listed within the Wisconsin Department of Natural Resources Permit at this location:

http://dnr.wi.gov/topic/stormwater/documents/S067849-3_Tier1_Permit.pdf

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APPENDIX B

ANNUAL FACILITY SITE INSPECTION CHECKLIST

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APPENDIX B1

ANNUAL FACILITY SITE INSPECTION COMPLETED CHECKLIST

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APPENDIX B2

ANNUAL FACILITY SITE INSPECTION BLANK CHECKLIST

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STORMWATER MANAGEMENT PLAN

ANNUAL FACILITY SITE INSPECTION CHECKLIST

Facility _____

Year _____

Review site maps (Section 2).

- ☐ Inspect drainage areas to verify water flow paths and drainage area boundaries.
 - ☐ Annotate the addition or removal of any structural control measures.
 - ☐ Update location where materials are stored exposed to precipitation.
 - ☐ Annotate location where significant spills or leaks have occurred during the past year.
 - ☐ Note the removal, relocation, or installation of USTs, ASTs, or storage buildings.
 - ☐ Note changes in permeable surface areas (e.g., paving projects).
 - ☐ Note changes in stormwater conveyance systems.
 - ☐ Annotate building additions, renovations, and demolitions.
- ☐ Review facility description text (Section 2).
- ☐ Revise text to describe changes in site maps.
 - ☐ Describe changes in industrial activities (e.g., addition of vehicle washing or painting operations).
- ☐ Verify that plans referenced by the SWMP are up-to-date and maintained on site.
- ☐ AR 200-1
 - ☐ AR 200-2
 - ☐ Include new yearly Hazardous Material Inventory.
 - ☐ Update Material Data Safety Sheet Files.
 - ☐ 88th RSC Internal and External SOPs.
 - ☐ Describe any new structural BMPs installed at the facilities.
 - ☐ Describe significant spills that have occurred during the past year (complete Table 2-3).
 - ☐ Inspect drainage areas and outfalls for evidence of non-stormwater discharges (NSWDs) (complete Table 2-4).
 - ☐ Include any stormwater monitoring data in Appendix C of the SWMP.
 - ☐ Describe any new chemicals, equipment, or materials that may be potential sources of stormwater pollution. Describe where these materials are stored and potential pollutants that may be discharged.
- ☐ Identify structural and non-structural BMPs to be implemented to mitigate new potential stormwater pollutant sources.

STORMWATER MANAGEMENT PLAN

ANNUAL FACILITY SITE INSPECTION CHECKLIST

Facility _____

Year _____

- ☐ Review BMPs (Section 3) and verify that BMPs are being followed:
 - ☐ Clean hazardous material and POL containers of drips or spills prior to returning them to the hazardous material storage locker.
 - ☐ Regularly pick up and dispose of garbage, used absorbent and waste material.
 - ☐ Maintain an orderly garbage disposal area. For example, pick up materials around the garbage disposal area that have not been properly disposed of in the garbage dumpster. Make sure that lids on the garbage dumpster are properly closed and in good working order to keep stormwater out of the garbage dumpsters.
 - ☐ Routinely inspect equipment and storage areas for leaks or conditions that could lead to discharges of chemicals or lubricants.
 - ☐ Store chemicals and POL materials at approved storage locations and out of precipitation and stormwater flow paths.
 - ☐ Remove all exposed material, trash, and pallets from the area or cover with a tarpaulin. Unneeded items should be discarded.
 - ☐ Designate a central location for scrap material (scrap metal, wooden pallets, etc.) and cover if feasible.
 - ☐ Cover with a tarpaulin the pallet used to store used tires.
 - ☐ Clean all catch basins to remove leaves, silt, sand, and any garbage that accumulates in these structures.
 - ☐ Inspect the vehicles that are stored on the property and provide drip pans for those that leak oil, transmission fluid, brake fluid, etc.
 - ☐ Spill prevention measures are employed during hazardous material delivery and transport.
 - ☐ Spill response kits are available for areas that would potentially require them.
 - ☐ Grassed areas are in good condition to prevent erosion.
 - ☐ Inspect the general stormwater drainage area for new sources of pollution.
 - ☐ Inspect material storage, handling, and parking areas.
 - ☐ Inspect and identify areas where erosion may occur.
 - ☐ Inspect garbage collection areas.
 - ☐ Inspect loading dock areas.
 - ☐ Describe new BMPs to replace ineffective BMPs.
 - ☐ Develop an implementation schedule for new BMPs.

STORMWATER MANAGEMENT PLAN**ANNUAL FACILITY SITE INSPECTION CHECKLIST**

Facility_____

Year_____

- ☐ Review monitoring and reporting (Section 4) documentation and verify:
- ☐ Visual monitoring of stormwater discharges was completed annually.
 - ☐ Visual observations of NSWDS completed annually, or detailed testing of storm sewer collection system (dye testing, smoke testing, or video camera observation) performed less than five years ago.
 - ☐ All full-time facility personnel have received training on SWMP requirements.

Additional Comments:

Signature:_____ Date:_____

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APPENDIX C

STORMWATER SYSTEM MAINTENANCE SCHEDULE

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Stormwater System Maintenance Schedule

Maintenance Activity	Activity Frequency
Vegetative Cover	
Mow and trim vegetation to maintain a vegetation height of 6 inches or less	Season Dependent
Seed or sod to restore dead or damaged ground cover	Annually or as needed
Roof Drains, Catch Basins, Manholes, Trench Drains and Flared End Sections	
Remove debris** from grates and openings	Quarterly and as needed
Remove accumulated sediment and/or debris**	Annually** or when depth exceeds 60% of sump depth or if clearance from debris to pipe invert is less than 6 inches
Ditches	
Repair damaged or eroded areas	As needed
Repair cracked components	As needed
Remove accumulated sediment** within the trench and at discharge points	Annually** or when depth exceeds 6 inches or reaches inlet pipe invert
Stormwater Pipes	
Clean sewer pipes	Semi-Annual or Annually**
Stormwater Ponds	
Mow and trim vegetation in and adjacent to pond(s) to maintain a vegetation height of 6 inches or less	Season Dependent
Remove debris from pond(s) and the inlet structure(s)	Quarterly and as needed
Stabilize pond outfalls to prevent scouring using riprap	As needed
Repair side slopes of pond(s) that have eroded or cracked by filling with suitable material, if needed, and establishing vegetation	As needed
Repair low spots and preferential flow paths in pond bottom(s) by filling with suitable material and establishing vegetation	As needed
Remove sediment** from pond bottom(s) when sediment exceeds 10% of the design pond depth	As needed indicated by quarterly assessments validated by necessity of sediment quantity.

** Review Section 5.0 - Maintenance for information on proper disposal of these materials.

** Recommended activity frequency for first year after construction. If frequency is excessive due to limited sediment build-up, frequency may be extended.

Note – Quarterly and Annual assessments of the stormwater ponds will be performed by the aFOS.

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APPENDIX D

STORMWATER SYSTEM ASSESSMENT SCHEDULE

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Stormwater System Assessment Schedule and Checklist

Assessment Item		Assessment Frequency	Assessment Conducted? (Y/N)	Maintenance Needed? (Y/N)	Comments	Initial & Date
Vegetative Cover						
1.	Is vegetation greater than 6 inches high?	Q				
2.	Is vegetation healthy?	Q				
3.	Do bare spots exist over more than 10% of site?	Q				
Roof Drains, Catch Basins, Manholes, Trench Drains, and Flared End Sections						
4.	Is debris present at grates or openings?	Q				
5.	Is localized flooding present?	Q				
6.	Is debris visible at structure bottom?	A				
7.	Are drains and structures in good condition?	A				
Ditches						
8.	Is there erosion or cracking on side slopes?	Q				
9.	Is localized flooding present?	Q				
10.	Is sediment or debris present within the ditch?	A				
Stormwater Sewer Pipes						
11.	Are pipes in good condition based on camera inspection?*	Every 5 years				
12.	Is debris present at pipe openings?	Q				
Retention Pond(s)						
13.	Is vegetation in and around pond greater than 6 inches high?	Q				
14.	Is debris present at pond inlet structure?	Q				
15.	Is there scouring at pond inlet structure?	Q				
16.	Is there erosion or cracking on side slopes of pond?	Q				
17.	Is there standing water in the pond after sufficient time has passed?	Q				
18.	Is there low spot(s) or preferred flow path in pond bottom?	Q				
19.	Is sediment accumulated in pond greater than 10% of designed pond depth?	Q				

* Storm Sewer Pipes should be inspected by camera as needed, plan on every 5 years for budget purposes.

Assessment Frequency during Nonfreezing Months: A = Annually Q = Quarterly

Note – Quarterly and Annual assessments of the stormwater ponds will be performed by the aFOS.

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APPENDIX E

STORMWATER OR SEDIMENT SAMPLING ANALYTICAL RESULTS

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No stormwater sampling data was available during the SAV performed on May 20, 2014.

VIII

R. C. No. 52 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
July 18, 2022.

Your Committee to whom was referred referred Res. No. 35-22-23 by Alderpersons Felde and Ackley authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2022 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 35 - 22 - 23. By Alderpersons Felde and Ackley. July 5, 2022.

A RESOLUTION authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2022 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$18,499 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, in order to obtain the grant in the amount of \$18,499, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing; and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2022 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan, a copy of which is attached hereto.

UHPS

Barbara Felde
Beth Ackley

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

FISCAL YEAR 2022 JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SHEBOYGAN AND
THE COUNTY OF SHEBOYGAN
(Local Solicitation)

THIS AGREEMENT is made and entered into this _____ day of September, 2022, by and between the City of Sheboygan, acting by and through its governing body, and the County of Sheboygan, by and through its governing body (hereinafter referred to as CITY and COUNTY, respectively), both of Sheboygan County, State of Wisconsin,

WITNESSETH

WHEREAS, this Agreement is made under the authority of the intergovernmental cooperation statute, Wis. Stat. § 66.0301; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties and that the undertaking will benefit the public; and

WHEREAS, CITY agrees COUNTY will be the fiscal agent for the fiscal year 2022 Justice Assistance Grant ("JAG") Program funds (local solicitation) award; and

WHEREAS, CITY and COUNTY believe it to be in their best interests to allocate the JAG funds for certain equipment for the City Police Department and the County Sheriff's Department, respectively.

NOW, THEREFORE, CITY and COUNTY agree as follows:

Section 1. CITY agrees COUNTY will be the fiscal agent for the fiscal year 2022 JAG program funds (local solicitation) and COUNTY shall be responsible for providing results measuring data as required under the Government Performance and Results Act of 1993 (GPRA), and the GPRA Modernization Act of 2010, P.L. 111-352. CITY will cooperate with COUNTY in protecting such data in its possession to allow COUNTY to fulfill these requirements.

Section 2. COUNTY and CITY agree to split the grant funds as follows and share the equipment purchased therewith as mutually agreed between the City Police Department and the County Sheriff's Department for law enforcement equipment:

Grant Total	\$18,499.00
City Portion	9,224.50
County Portion	9,224.50

Section 3. CITY and COUNTY agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorneys' fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the

services pursuant to this agreement including any liability arising as a result of a failure to comply with the legal requirements the parties agreed to adhere to upon acceptance of an award, all as summarized at www.ojp.usdoj.gov/funding/otherequirements.htm. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4. Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein and, further, this Agreement shall not create any rights in any party not a signatory hereto.

APPROVED by the parties through signature of the following officials:

CITY OF SHEBOYGAN:

Ryan J. Sorenson, Mayor

Date

Christopher Domagalski, Chief of Police

Date

COUNTY OF SHEBOYGAN:

Vernon Koch, County Board Chair

Date

Steve Steinhardt, Emergency Management
Director

Date

R:\CLIENT\08299\00021\00194471.DOCX

R. C. No. 54 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
July 18, 2022.

Your Committee to whom was referred R. C. No. 291-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. C. No. 322-20-21 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 76-20-21 by City Clerk submitting various license applications; recommends filing the applications.

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

R. C. No. 291 - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. C. 322-20-21 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 76-20-21 by City Clerk submitting various license applications; recommends referred to the Licensing, Hearings, and Public Safety Committee of the 2022-2023 council.

LHPS
2022-2023

Barbara Felde

Ajalyz

Beth Eckley

Dean Pether

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 322 - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 76-20-21 by City Clerk submitting various license applications; recommends referring documents to the Licensing, Hearings, and Public Safety Committee of the 2021-2022 Council:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3355	Koubardulis, John	710 Pennsylvania Avenue

ALPS
21-22

Paul Sosa
Dean Dekker
Barbara Felder

Myhyma Novak

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 76 - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting various license applications for the period ending June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3345	Bartlett, Raymond A.	1321 New York Avenue
3352	Bramstedt, Jacob	1229 Whittier Ave., Howards Grove
1327	Castillo, Tera L.	1904 N. 6 th Street
7782	Heyman, Benjamin F.	1410 Lincoln Avenue
3351	Kannich, Samantha J.	712 Broughton Drive #18
3355	Koubardulis, John	710 Pennsylvania Avenue
3353	Malwitz, Melissa L.	621 School Avenue, Oshkosh
3349	Perez, Pascual A.	1416 New York Avenue
3346	Shrestha, Hayley E.	1614A Georgia Avenue
3356	Smith, Tania	1022 Clara Avenue
3354	Todd, Stephanie	3513C Eisner Court

ALLPS
9-30 Hold #3355
10-15 Hold #3355
10-28 Hold #3355

VI

Item 16.

R. C. No. 53 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
July 18, 2022.

Your Committee to whom was referred R. O. No. 36-22-23 by City Clerk submitting various license applications; recommends approving all license applications.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 36 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting various license applications.

City Clerk

CHANGE OF AGENT

Lucie Derks is replacing Jason Steffen as agent effective immediately for Festival Foods located at 595 S. Taylor Drive.

"CLASS A" LIQUOR LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3557	Jai Petroleum And Investment LLC (J Mart)	2420 Calumet Drive

"CLASS B" LIQUOR LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3559	The spices of the East LLC (Jay's Restaurant and Bar)	4604 S. Business Drive

CIGARETTE/TOBACCO (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2389	The Epicure Lounge	1116 Michigan Avenue

GHS

II

R. O. No. 38 - 22 - 23. By CITY CLERK. July 18, 2022.

Submitting a claim from James A. Zietz for alleged damages to his vehicle when it was struck by a City of Sheboygan garbage truck while parked.

CITY CLERK

F+P

DATE RECEIVED

7-5-22

RECEIVED BY

MKE

Item 17.

CLAIM NO.

10-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUL 05 2022

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: JAMES A. ZIETZ
2. Home address of Claimant: 1314 SOUTH 21ST
3. Home phone number: 45-25044
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 6/23/22
6. Where did damage or injury occur? (give full description) SOUTH 21ST ACROSS FROM MY HOUSE
7. How did damage or injury occur? (give full description) BARBAGE TRUCK HIT THE BACK OF MY CAR WITH THE LIFT WHILE PARKED
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: NOT KNOWN
 - (b) Claimant's statement of the basis of such liability: POLICE REPORT CASE NUMBER C-2211173
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at time. (If there were no injuries, state "NO INJURIES").

Item 17.

NO INJURIES

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ 1,899

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 1,899

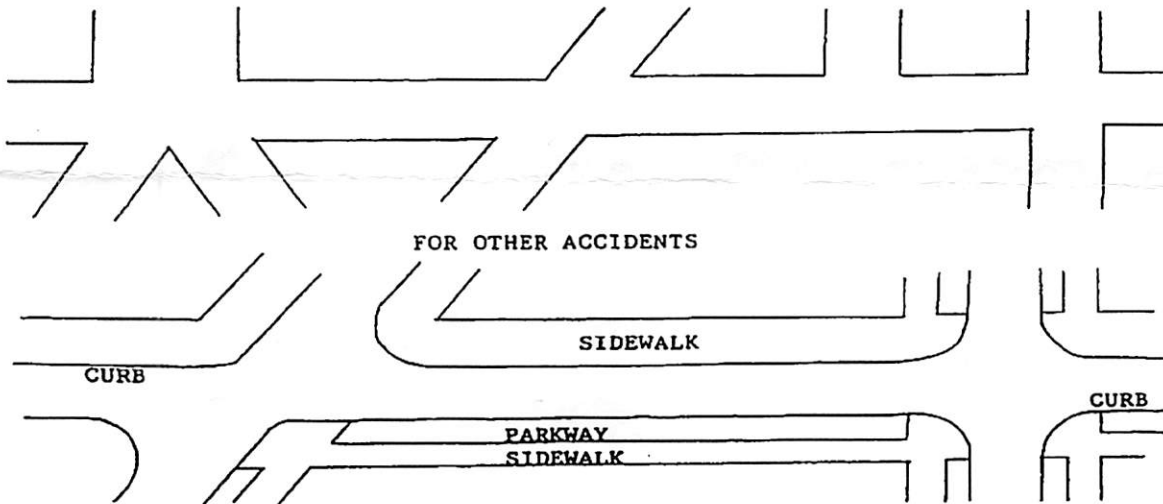
Damaged vehicle (if applicable)

Make: CADILLAC Model: IMPALA Year: 2006 Mileage: 99,000

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

Jan G. J. [Signature]

DATE

7.2.02

DATE RECEIVED _____

RECEIVED BY _____

Item 17.

CLAIM NO. _____

CLAIM

Claimant's Name: _____

Auto \$ _____

Claimant's Address: _____

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ 1,899 me

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~~2000~~.

\$1,899 per phone call mtc

SIGNED

DATE: 7-30

ADDRESS:

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

**SHEBOYGAN CHEVROLET BUICK
GMC CADILLAC**

3400 S BUSINESS DR, SHEBOYGAN, WI 53081

Phone: (920) 459-6855

FAX: (920) 459-6286

Workfile ID:

PartsShare:

Federal ID:

Item 17.

6Qcq2v

83-0747810

Preliminary Estimate

Customer: ZIETZ, JAMES

Job Number:

Written By: Patrick Karbe

Insured: ZIETZ, JAMES

Type of Loss:

Point of Impact: 06 Rear

Policy #:

Date of Loss:

Claim #:

Days to Repair: 0

Owner:

ZIETZ, JAMES

1314 S. 12TH ST

SHEBOYGAN, WI 53081

(920) 458-5044 Day

Inspection Location:

SHEBOYGAN CHEVROLET BUICK GMC
CADILLAC

3400 S BUSINESS DR

SHEBOYGAN, WI 53081

Repair Facility

(920) 459-6855 Business

Insurance Company:

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

Item 17.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				1, Item 17.
Body Labor	1.9 hrs	@	\$ 62.00 /hr	
Paint Labor	4.2 hrs	@	\$ 62.00 /hr	260.40
Mechanical Labor	1.5 hrs	@	\$ 130.00 /hr	195.00
Paint Supplies	4.2 hrs	@	\$ 42.00 /hr	176.40
Subtotal				1,800.13
Sales Tax	\$ 1,800.13	@	5.5000 %	99.01
Grand Total				1,899.14
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				1,899.14

Shoboyan
Chevrolet

MyPriceLink Estimate ID / Quote ID:

969259534293934080 / 107585142

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

GEORGIA AVENUE BODY SHOP, INC.
1819 GEORGIA AVENUE
SHEBOYGAN, WI 53081
PHONE: (920)458-3272 FAX: (920)458-3284

*** PRELIMINARY ESTIMATE ***

07/02/2022 09:05 AM

Owner

Owner: James Zietz
Address: 1314 South 12th Street
City State Zip: Sheboygan, WI 53081

Work/Day: (920)458-5044
FAX:

Inspection

Inspection Date: 07/02/2022 09:05 AM
Primary Impact: Left Rear Corner

Inspection Type:
Secondary Impact:

Contact: James Miller

Repairer

Repairer: Georgia Ave Body Shop
Address: 1819 Georgia ave

City State Zip: Sheboygan, WI 53081
Email: gabs@gabsinc.biz

Contact: GEORGIA AVENUE
Work/Day: (920)458-3272
FAX: (920)458-3284
Work/Day:

Target Complete Date/Time:

Days To Repair: 2

Vehicle

OEM Part Price Quote ID: ****

2008 Chevrolet Impala LT 3.5 4 DR Sedan
6cyl Gasoline 3.5
4 Speed Automatic

Lic.Plates: 364-ANJ
Lic Expire:
Prod Date: 06/2007
Veh Insp# :
Condition: Excellent
Ext. Color: White
Ext. Refinish: Two-Stage
Ext. Paint Code: 40U

Lic State: WI
VIN: 2G1WT58N189138090
Mileage:
Mileage Type: Actual
Code: U4173B
Int. Color: Gray
Int. Refinish: Two-Stage
Int. Trim Code: 83C

Options - AudaVIN Information Received

AM/FM CD Player
Aluminum/Alloy Wheels
Center Console
Dual Airbags
Head Airbags
Keyless Entry System
Power Door Locks
Power Steering
Rear Window Defroster

Air Conditioning
BodySide Moldings
Cruise Control
Dual Zone Auto A/C
Heated Front Seats
Lighted Entry System
Power Drivers Seat
Power Windows
Rem Trunk-L/Gate Release

Alarm System
Cargo/Trunk Net
Daytime Running Lights
Floor Mats
Intermittent Wipers
Power Brakes
Power Mirrors
Rear Bench Seat
Remote Starter

Split Front Bench Seat
Theft Deterrent System
Tire Pressure Monitor

Sport Suspension
Tilt Steering Wheel
Velour/Cloth Seats

Tachometer
Tinted Glass

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Rear Bumper										
1	OE	566	46	Cover,Rear Bumper	Replace PXN OE Srpls	\$348.00			2.2	SM
2	L	566	13	Cover,Rear Bumper	Refinish				4.2	RF
					3.0 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
3	E	1172		Ret,Rear Bumper Cover	11519444 GM Part	\$26.52				SM
				Quantity of 4 @ \$6.63 each						
4	EP	567		Absorber,Rear Bumper	Replace PXN	\$141.00			INC	SM
Manual Entries										
5	L	M03		Flex Additive	Refinish	\$12.00*				RF
6	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*				SM
6	Items									
			MC	Message						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						
			46	PRINTABLE ALTERNATE PARTS COMPARE						

Estimate Total & Entries

OEM Parts					\$26.52	
Other Parts					\$506.25	
Paint & Materials			4.2 Hours @	\$46.00	\$193.20	
Parts & Material Total						\$725.97
Tax on Parts & Material			@	5.500%		\$39.93
Labor	Rate	Replace	Repair Hrs	Total Hrs		
		Hrs				
Sheet Metal (SM)	\$65.00	2.2		2.2	\$143.00	
Mech/Elec (ME)	\$90.00					
Frame (FR)	\$80.00					
Refinish (RF)	\$65.00	4.2		4.2	\$273.00	
Labor Total				6.4 Hours		\$416.00
Tax on Labor			@	5.500%	\$22.88	
Gross Total						\$1,204.78
Net Total						\$1,204.78

Alternate Parts Y/02/01/00/01/01 Cumulative 02/01/00/01/01 Zip Code: 53081 Default
OEM Part Prices DT 07/02/2022 09:05 AM EstimateID 972499363009929216 QuoteID ****
Recycled Parts NOT REQUESTED
Rate Name Default

125

Audatex Estimating 8.1.325 Update 7 ES 07/02/2022 09:06 AM REL 8.1.325 Update 7 DT 05/01/2022 DB 06/15/2022

State Disclosure:WI

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1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG= Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM= Replace PXN Reman/Reblt
UM= Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG= Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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R. O. No. 39 - 22 - 23. By FIRE CHIEF. July 18, 2022.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2022 and ending June 30, 2022.

	2021 Second Quarter	2021 YTD	2022 Second Quarter	2022 YTD	2022 Goals
Incident Types					
Fires	34	48	26	44	< 90
Rescue & Emergency Medical Service	1,137	2,217	1,314	2,566	4,900
Non Fires	285	582	474	840	1,400
TOTAL	1,456	2,847	1,814	3,450	6,300
Station Incident Count Per Station					
Station 1	405	768	543	1,008	1,825
Station 2	295	595	285	581	1,225
Station 3	377	706	465	882	1,500
Station 4	253	505	331	615	1,150
Station 5	121	262	170	335	600
Out of City	5	11	20	29	
Fire Loss					
Number of Incidents	21	32	14	23	
Total Pre Incident Value	\$ 79,134,800	\$ 91,730,790	\$ 12,422,850	\$ 15,311,550	
Total Property Loss	\$ 226,800	\$ 290,350	\$ 218,500	\$ 324,500	
Total Content Loss	\$ 387,817	\$ 426,467	\$ 427,440	\$ 442,190	
Total Loss	\$ 614,617	\$ 716,817	\$ 645,940	\$ 766,690	
Average Loss	\$ 29,267	\$ 22,399.66	\$ 46,138.57	\$ 33,334	
Workload					
Inspections	522	617	690	763	2,300
School Safety Programs/Students	0/0	0/0	0/0	0/0	3,200
Public Events	13	24	14	17	60
Station Tours	3	4	4	8	25
Non-Compliance/ Installed Smoke Alarms	9/16	19/29	11/8	12/10	
Fire Training Hours	1,408.50	2,928.50	1,626.50	3,475	8,000
EMS Training Hours	502.50	1,205.50	195.50	594	2,100
Investigations	34	48	24	42	
Efficiency					
EMS Average Response Time (360 Seconds)	N/A	N/A	N/A	N/A	
Fire Average Response Time (380 Seconds)*	76%	77%	72%	76%	90%
Effectiveness					
Resident Satisfaction Rating	97%	97%	N/A	N/A	
ISO Rating	2	2	2	2	1

* Fire response 380 seconds or less per NFPA standards

** Impacted due to COVID restrictions

Note: Resident Satisfaction rating was not a metric on the 2022 Baker Tilly Study. Therefore, there is no current data.


FIRE CHIEF

R. O. No. 40 - 22 - 23. By CITY ADMINISTRATOR. July 18, 2022.

Submitting for your information the 2023 Budget Schedule and 2023 preliminary budget fiscal factors for guidance prior to departmental budget preparation.

2023 City of Sheboygan Budget Schedule

July 18, 2022	City Administrator submits 2023 Budget Schedule to Common Council.
July 25, 2022	City Administrator communicates to Management Team the parameters for 2023 Budget submittals. Staff begins Salary and Benefit Projections.
July 25, 2022	City Administrator discusses budget parameters with Finance and Personnel Committee.
August 22, 2022	Staff completes Salary and Benefit Projections, merges data into the 2023 Budget Projection.
August 29, 2022	Staff completes preliminary departmental budget submittals.
August-September, 2022	City Administrator review of preliminary department budgets.
October 3, 2022	City Administrator submits Budget Resolution to Common Council.
October 4 - 14, 2022	Standing Committees - 2023 Proposed Budget presentations.
October 7, 2022	Staff publishes Notice of Public Hearing on 2023 Proposed Budget.
October 17, 2022	Committee of the Whole Review.
October 24, 2022	Public Hearing on 2023 Proposed Budget.
October 24, 2022	Committee of the Whole refers final 2023 Proposed Budget to Common Council.
November 7, 2022	Common Council to adopt the Budget Resolution.

F&P

Submitting the 2023 preliminary budget fiscal factors for guidance prior to departmental budget submittals as follows:

1. General Fund Budget - retains eligibility for Wisconsin's Expenditure Restraint Program.
2. Equalized tax rate to increase no more than inflationary levels.
3. Maintain city services with no decrease in service level.
4. Leverage city resources through partnerships and shared services/facilities with other entities.
5. Leverage intergovernmental funding to help offset city cost for projects or programs that promote the City of Sheboygan Strategic Plan Focus Areas.
6. Funding for anticipated wage/benefit increase for the city workforce due to the compensation study and union contracts.
7. Review user fees including utility rates.
8. Identify planned borrowed funds to assist in maintenance of the City's current Aa2 bond rating and remain consistent with Debt Management plan.
9. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed fund proceeds.
10. Incorporate 2023 projects, equipment, police vehicles and large vehicles identified in the 2022 - 2026 Capital Improvement Program.
11. Continue use of donations between Tax Incremental Districts.
12. Continue Garbage, Recycling, and Vehicle Registrations at their current amounts.
13. Maintain a minimum of 25% unassigned Fund Balance in the General Fund budget.

Todd Wolf, City Administrator

R. O. No. 41 - 22 - 23. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
July 18, 2022.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing April 1, 2022 and ending June 30, 2022.

	2020 Actual	Y-T-D 6/30/21	2021 Actual	Y-T-D 6/30/22	2022 Goals
<u>Patrol and Investigations</u>					
Homicide	2	0	1	0	0
Rape	20	23	39	18	20
Robbery	14	2	5	5	10
Aggravated Assault	107	47	112	61	100
 Burglary	 96	 32	 82	 33	 100
Theft	689	236	563	280	800
Motor Vehicle Theft	35	14	34	14	30
Arson	10	2	5	1	10
 Part 1 Total Crimes	 973	 356	 841	 412	 900
 Percent of Offenses Cleared	 56%	 47%	 47%	 61%	 70%
Value of Property Stolen	\$475,001	\$360,556	\$711,334	\$80,712	\$500,000
Value of Property Recovered	\$389,071	\$220,213	\$321,044	\$189,874	\$200,000
Percent of Stolen Recovered	82%	61%	45%	43%	40%
 Accident Investigations	 1,340	 663	 1,365	 680	 1,500
Traffic Stops	3,455	2,414	4,395	2,987	No Goal
Traffic Arrests	2,611	1,577	3,016	1,801	No Goal
Other Arrests	2,646	1,256	2,810	1,530	No Goal
Speed Trailer Deployments	8	10	29	5	20
HVEE Deployments	1	39	65	37	12
Parking Tickets Issued	6,098	3,819	6,631	4,905	10,000
Bicycles Recovered	118	60	190	71	150
Involuntary Commitments	101	66	144	70	No Goal
 <u>Administration</u>					
District Attorney Request for Digital Evidence	1,216	589	1,142	494	2,750
Open Records Requests	7,318	3,530	6,502	3,310	4,000
Nixle Messages Sent	97	34	78	49	250
Press Releases	20	11	18	11	50
Tweets	92	48	111	60	350
Facebook Followers	15,449	16,197	16,749	17,096	17,000
Reported Crime Maps	100	52	98	42	104
Crime Comparison Reports	24	13	22	10	26

*Facebook no longer reports likes which were previously tracked

CHIEF OF POLICE

II

R. O. No. 42 - 22 - 23. By CITY CLERK. July 18, 2022.

Submitting various license applications.

City Clerk

CLASS "B" BEER LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3519	Lupitas Mexican Store LLC (Fast Taco by Lupitas Mexican Store)	2139 S. Business Dr.

LHPS

III

Res. No. 38 - 22 - 23. By Alderpersons Felde and Ackley.

A RESOLUTION authorizing the Police Department to enter into a Pre-Release Evaluation License Agreement with Motorola Solutions, Inc. for interview room video recording systems.

WHEREAS, the Sheboygan Police Department ("Department") entered a Master Customer Agreement with Motorola Solutions Inc. ("Motorola") via Resolution 120-21-22 for various recording devices and the opportunity to purchase additional products offered by Motorola; and

WHEREAS, Motorola has offered to the Department an opportunity to test a new video recording system at no cost; and

WHEREAS, the Department desires to accept this opportunity; and

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately in order to expedite installation of the new recording equipment.

NOW, THEREFORE, BE IT RESOLVED: That the Police Chief is hereby authorized to execute the Data Sharing Addendum to the Master Customer Agreement and the Pre-Release Evaluation License Agreement, in substantially similar form to the copy attached hereto and incorporated herein.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

MOTOROLA SOLUTIONS CONFIDENTIAL

Data Sharing Addendum

This Data Sharing Addendum (the “**Data Sharing Addendum**” or “**DSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and Sheboygan Police Department having its principal place of business at 1315 N 23rd Street, Sheboygan, WI 53081 (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Motorola and Customer entered into that certain Police Camera Program dated January, 2022, as amended from time to time (the “**Agreement**”) whereby Customer purchased from Motorola certain public safety software and services;

WHEREAS, Customer desires to share certain data to Motorola for inclusion in the Data Sharing Program (as defined below);

NOW THEREFORE, in consideration of the above promises, and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereto agree:

1. Data Sharing Program; Customer Agreement.

1.1. Data Sharing Program. This Data Sharing Addendum governs Customer’s participation in Motorola’ data sharing program, whereby participating Motorola customers permit certain of their Customer Data to be used by Motorola for purposes of product research and development activities, including developing and training artificial intelligence models (the “**Data Sharing Program**”). As a participant in the Data Sharing Program, Motorola will provide Customer with early insight into new Motorola products and services being developed in connection with the Data Sharing Program; it being understood that each disclosure of insights, new products and services, or other Motorola Developments (“**Program Insights**”) will be as determined by Motorola in its discretion, and Motorola is not required to use any Motorola Developments for the benefit of Customer. For clarity, all Program Insights, including any Motorola Developments (as defined below), disclosed to Customer shall be considered the confidential information of Motorola, and will be protected in accordance with the confidentiality provisions of the Customer Agreement or other applicable agreement between the Parties (e.g., a nondisclosure agreement).

1.2. DSA Date; Order of Precedence. This DSA is effective as of the date it is executed by Customer (the “**DSA Date**”), and will supplement, be subject to, and be incorporated into the Agreement. In the event of a conflict, the terms of this DSA will control over the other terms of the Customer Agreement or any other agreements or arrangements between the Parties with respect to the subject matter hereof.

2. Term and Termination.

2.1. Term; Termination. The term of this DSA (the “**DSA Term**”) will commence on the DSA Date and continue until terminated by either Party. Customer may terminate this DSA (and its participation in the Data Sharing Program) and Motorola may terminate this DSA (or the Data Sharing Program), upon 90 days’ notice to the other Party.

MOTOROLA SOLUTIONS CONFIDENTIAL

2.2. Effect of Termination. Termination of this DSA will not terminate or alter the remainder of the Customer Agreement or any other agreements or arrangements between the Parties. Upon the effective date of termination of this DSA, Customer will no longer be considered a participant of the Data Sharing Program, and Motorola will (a) cease creating Motorola Enhanced Data from Customer Data and (b) delete Customer Data that is solely received by Motorola in connection with the Data Sharing Program (but not Customer Data provided in connection with Motorola Products and Services, which Customer Data will continue to be governed by the terms of the Customer Agreement applicable to such Products and Services). For clarity, Motorola is permitted to use Motorola Enhanced Data created prior to the effective date of termination of this DSA in perpetuity, in accordance with **Section 3.1** below.

3. Rights to Data; Motorola Developments.

3.1. Customer Data. Except for the licenses granted herein and under the Customer Agreement, Customer retains all right, title and interest, including intellectual property rights, in and to Customer Data. In addition to the rights granted to Motorola under the Customer Agreement, Customer hereby grants Motorola and its subcontractors (which, for the avoidance of doubt, includes any third party engaged by Motorola to develop, improve, maintain or otherwise support Motorola' Products and Services, provided that such third party will have no independent right to retain or use the Customer Data for its own purposes), during the DSA Term, a royalty-free, worldwide, irrevocable, non-exclusive license to transform, manipulate, annotate, aggregate, or otherwise alter, compile, or operate upon using Motorola know-how, the Customer Data described in **Exhibit 1** hereto (such resulting data, the "**Motorola Enhanced Data**") for use in connection with the Data Sharing Program. Motorola will make reasonable efforts to de-identify such Motorola Enhanced Data (such that the data is no longer associated with, or able to be used to identify, Customer or any individual, except to the extent individual attributes are necessary for analysis of the Motorola Enhanced Data and for use for the purposes permitted herein). Motorola and its subcontractors are permitted to use such Motorola Enhanced Data in perpetuity (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from, communicate, transmit, publish, display, publicly perform and distribute such Motorola Enhanced Data) in connection with the Data Sharing Program. Customer will ensure that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola' Products and Services), and Motorola' use of the Customer Data in accordance with this DSA, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer is responsible for the accuracy and completeness of Customer Data, and will ensure that that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to its collection and use of the Customer Data. Customer shall also ensure that it has all necessary rights to transfer the Customer Data to Motorola and its subcontractors for their use in connection with the Data Sharing Program, as permitted under this DSA. Notwithstanding any provision of the Customer Agreement or another agreement or arrangement to the contrary, Motorola is permitted to disclose Customer Data and Motorola Enhanced Data to the extent required to comply with applicable law.

3.2. Motorola Developments; Program Insights. The Parties agree that, notwithstanding any provision of the Customer Agreement or any other agreement or arrangement between the Parties to the contrary, all products and services, other materials, analysis, insights, models, algorithms, and intellectual property, including any fixes, modifications and improvements thereto, conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Customer Data or Motorola Enhanced Data (or otherwise) (collectively, "**Motorola**

MOTOROLA SOLUTIONS CONFIDENTIAL

Developments") and any other Program Insights are the exclusive property of Motorola and all right, title and interest in and to such Motorola Developments and Program Insights will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such Motorola Developments or Program Insights to Motorola. INSIGHTS SHARED WITH CUSTOMER, Motorola ENHANCED DATA, AND ANY Motorola DEVELOPMENTS SHARED WITH CUSTOMER IN CONNECTION WITH THE DATA SHARING PROGRAM ARE INTENDED FOR PURPOSES OF Motorola RESEARCH AND DEVELOPMENT ONLY, AND, NOTWITHSTANDING ANY PROVISION OF THE CUSTOMER AGREEMENT (OR ANY OTHER AGREEMENT OR ARRANGEMENT BETWEEN THE PARTIES) TO THE CONTRARY, Motorola, ITS SUBSIDIARIES, AND ITS OTHER AFFILIATES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES AND ALL DIRECT AND INDIRECT LIABILITY WITH RESPECT TO THIS DSA, THE DATA SHARING PROGRAM, CUSTOMER DATA, Motorola ENHANCED DATA, AND ANY Motorola DEVELOPMENTS AND OTHER PROGRAM INSIGHTS, INCLUDING THE ACCURACY OF ANY METHODOLOGIES, TECHNOLOGIES, OR ALGORITHMS THEY MAY APPLY, AND ANY RESULTS PRODUCED THEREFROM.

3.3. Definitions. Notwithstanding any provision of the Customer Agreement or other agreement or arrangement between the Parties to the contrary, for purposes of this DSA, the following terms will have the meanings ascribed to them in this Section: "**Customer Data**" means data, information, and content (including images, text, videos, documents, audio, telemetry and structured data base records) provided by, through, or on behalf of Customer and its Authorized Users, including Customer's and any other Authorized Users' end users, through the use of the products and services provided by Motorola; and "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) approved by Motorola in writing (email accepted), including in the Customer Agreement, which may include affiliates or other Customer agencies.

4. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

5. Changes in Applicable Law. To the extent Motorola makes a material change to the Data Sharing Program in response to a change in law, Motorola will provide notice of such change, and Motorola and Customer will cooperate to implement any such change related to the Data Sharing Program, as applicable.

6. Indemnity. In addition to any other indemnification obligations under the Customer Agreement, Customer will indemnify and hold Motorola and its subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities and expenses (including reasonable fees and expenses of attorneys) suffered or incurred by Motorola arising from, and will defend Motorola against, any actual or threatened third party claim, demand, action or proceeding arising from or related to Customer's breach of this DSA. This indemnity will not apply to the extent any such claim is caused by Motorola's use of the Customer Data in violation of the Agreement or this DSA.

MOTOROLA SOLUTIONS CONFIDENTIAL

7. **Entire Agreement; Interpretation; Survival.** Unless expressly set forth in this DSA, the terms of the Customer Agreement and any other applicable agreement between the Parties (for example, any nondisclosure agreement) will continue to apply to the Data Sharing Program, and the Parties' rights and obligations hereunder. The Customer Agreement and this DSA contain the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, whether written or oral, relating to the subject matter hereof. The words "including" and "include" shall be deemed to be followed by the phrase "without limitation". The following provisions will survive the expiration or termination of this DSA for any reason: **Sections 1.1, 1.2, 2.2, 3, 6, and 7.**

The Parties hereby enter into this Data Sharing Addendum as of the DSA Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1**Customer Data Categories**

Audio and video data, and associated metadata, collected by customer through body worn cameras and in-car video cameras

PRE-RELEASE EVALUATION LICENSE AGREEMENT

This Pre-Release Evaluation License Agreement (“Agreement”) is between Motorola Solutions, Inc., a Delaware corporation, having a place of business at 500 West Monroe Street, Chicago, Illinois 60661 (“Motorola”), and Sheboygan Police Department having its principal place of business at 1315 N 23rd Street, Sheboygan, WI 53081 (“Licensee”). This Agreement is effective upon the Effective Date.

WHEREAS, Motorola may, from time to time, design and develop new hardware and software and associated documentation which Motorola desires to make available to Licensee before general release for evaluation purposes; and

WHEREAS, Licensee desires to receive an early version of certain pre-release products before they are offered for general release;

THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for other good and valuable consideration, Motorola and Licensee agree as follows:

1. DEFINITIONS

1.1 **Confidential Information** means any and all information related to any Pre-Release Solution and any information designated by Motorola as confidential in writing or if disclosed verbally, reduced to writing and designated as confidential within 10 days after such disclosure.

1.2 **Effective Date** means the date of the last party to sign this Agreement.

1.3 **Evaluation Period** means the period specified in the online or in-product pre-release acknowledgement provided with a Pre-Release Solution or as otherwise specified in writing by Motorola at the time of distribution.

1.4 **Pre-Release Solution** means any Motorola pre-release software or hardware, together with any associated documentation, to be delivered or provided by Motorola to Licensee under this Agreement.

2. PURPOSE AND USE

2.1 From time to time, Motorola may deliver to Licensee a Pre-Release Solution for the purpose of allowing Licensee to evaluate such Pre-Release Solution before Motorola offers it for general release. Any Pre-Release Solution continues to be tested in-house by Motorola. New versions of any Pre-Release Solution may be issued during the term of this Agreement in order to correct problems or add new features. Motorola will not support any Pre-Release Solution after the product is generally released. No Pre-Release Solution is intended to be used in a mission critical situation. Licensee agrees to use the Pre-Release Solutions solely for the purpose of evaluation. **In no event will any person use any Pre-Release Solution for any other purpose except evaluation by the Licensee.**

3. LICENSE AND PROPRIETARY RIGHTS

3.1 Motorola grants Licensee a temporary, royalty-free, non-exclusive, non-transferable, non-assignable right to use the Pre-Release Solution(s) solely to evaluate the Pre-Release Solution(s) during the Evaluation Period. Licensee may not distribute or sublicense the Pre-Release Solution(s) to any third party.

3.2 Licensee may not: (a) translate, modify, reverse-engineer, disassemble, decompile, or create derivative works of any Pre-Release Solution; (b) copy, reproduce, distribute, disclose, or divulge any Pre-Release Solution or permit the use by any third party; (c) remove or alter any trademark, copyright or other proprietary notice in any Pre-Release Solution; (d) sell, loan, lease, assign, time-share, publish, display, sublicense or otherwise transfer its rights to any Pre-Release Solution or any portion thereof; or (e) otherwise use a Pre-Release Solution for any production or commercial purposes. Motorola reserves all rights not expressly granted in this Agreement.

3.3 Each Pre-Release Solution is licensed to Licensee, and is not being sold to Licensee. All right, title, and interest in and to any Pre-Release Solution remains vested in Motorola or its licensors, even if the hardware and software provided herein are installed in or attached (even temporarily) to hardware owned by Licensee or a third party. Except as expressly provided herein, this Agreement does not grant to Licensee any express or implied rights under any Motorola or third party patents, copyrights, trademarks, logos, or trade secrets. Licensee will secure and protect the Pre-Release Solution(s) and Motorola's Confidential Information in a manner consistent with the maintenance of Motorola's rights.

4. RESULTS OF EVALUATION. Motorola may receive suggestions, recommendations, feedback, or other information from Licensee about the Pre-Release Solution(s) ("Feedback"). Any Feedback given by Licensee is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback to improve and enhance the Pre-Release Solution(s) and otherwise without any obligation to Licensee. Licensee acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to any Pre-Release Solution conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Pre-Release Solution(s) will vest solely in Motorola.

5. TERM AND TERMINATION

5.1 This Agreement is effective as of the Effective Date and extends until terminated in accordance with Section 5.2.

5.2 Either party may terminate this Agreement upon written notice to the other party (a) immediately due to one party's failure to comply with any term or condition of this Agreement; or (b) with 10 days prior written notice.

5.3 Upon termination or expiration of the Evaluation Period, Licensee will immediately cease all use of all Pre-Release Solutions. In addition, Licensee will promptly delete all electronic copies and shred all hard copies of associated documentation marked as Confidential Information.

6. NO OBLIGATION. Nothing in this Agreement obligates Motorola or Licensee to proceed with the sale or purchase of any Pre-Release Solution.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. MOTOROLA DOES NOT WARRANT THAT ANY PRE-RELEASE SOLUTION WILL MEET LICENSEE'S REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE. ON THE CONTRARY, THE PURPOSE OF THIS AGREEMENT IS TO PROVIDE FOR THE EVALUATION OF PRE-RELEASE SOLUTION(S). AS A RESULT, LICENSEE WAIVES ANY AND ALL CLAIMS THAT IT MAY HAVE AGAINST MOTOROLA ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF ANY PRE-RELEASE SOLUTION. THE PRE-RELEASE SOLUTION(S), INCLUDING ALL SOFTWARE, HARDWARE, AND DOCUMENTATION, THEREFORE ARE PROVIDED "**AS IS.**" MOTOROLA DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRE-RELEASE SOLUTION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Motorola does not assume and has no liability under this Agreement for (a) failure to deliver any Pre-Release Solution within a specified time period; (b) availability and delays in the delivery of any Pre-Release Solution; (c) any failure or interruption of the software and/or operation of the hardware; (d) damage caused by the software or hardware due directly or indirectly to causes beyond the control of Motorola; (e) maintenance and storage of data; or (f) disclosure of or failure to protect personally identifiable data. IN NO EVENT WILL MOTOROLA HAVE ANY LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRE-RELEASE SOLUTION OR ANY DATA, SOFTWARE OR HARDWARE RELATED THERETO OR USED IN CONNECTION THEREWITH. No representation or warranty regarding any Pre-Release Solution may be made without Motorola's prior written consent, and any warranty or representation made by Licensee regarding the Pre-Release Solution will not constitute an obligation of Motorola.

8. CONFIDENTIALITY

8.1 Licensee agrees not to divulge or communicate to any third party or use or exploit for any purpose, other than in accordance with this Agreement, any Confidential Information which is disclosed by Motorola in connection with this Agreement. Licensee acknowledges that the Pre-Release Solution contains valuable proprietary information and trade secrets and that unauthorized or improper use of any Pre-Release Solution will result in irreparable harm to Motorola for which monetary damages would be inadequate and for which Motorola will be entitled to immediate injunctive relief. Accordingly, Licensee will take appropriate action with its employees and agents to preserve the confidentiality of the Pre-Release Solution(s), using the same degree of care to avoid unauthorized or improper disclosure as it uses for its protection of its own information of like importance, but in no event less than reasonable care. Licensee agrees that it will not, without Motorola's express prior written consent (a) disclose any information about any Pre-Release Solution, its design and performance specifications, methodologies, or the existence of this Agreement and its results to anyone other than Licensee's employees who are performing the evaluation and have a need to have access to such information; or (b) copy any

portion of any Pre-Release Solution or the methodologies used in providing the services, software, or documentation, except to the extent necessary to perform the evaluation.

8.2 Such Confidential Information will be held in confidence at all times during the continuance of this Agreement, and will be held in confidence in perpetuity after the expiration or earlier termination of this Agreement for any reason whatsoever, but will cease to apply to information which (a) is at the date of the disclosure in the public domain; (b) entered the public domain through no fault of Licensee; (c) was given to Licensee from a third party rightfully and without confidentiality obligations; (d) is independently developed by Licensee without the use of any of Motorola's confidential information or any breach of this Agreement; or (e) is required to be disclosed by a valid court order, provided that Licensee has first given Motorola reasonable written notice of such requirement and fully cooperates with Motorola in seeking confidential treatment for any such disclosure.

9. **DATA STORAGE.** If a Pre-Release Solution provided pursuant to this Agreement includes the storage of Licensee data, Licensee must retrieve all stored data prior to the end of the Evaluation Period or prior to the effective date of termination of the Agreement. Unless otherwise agreed in writing, Motorola will not retain Licensee data after expiration or termination of the Agreement. Licensee is solely responsible for complying with evidentiary or record retention laws, regulations, rules or policies. Motorola disclaims any and all liability for compliance with any evidentiary requirements. Further, Motorola does not provide assurances for or support of evidentiary rules and requirements after the effective date of expiration or termination of this Agreement.

10. **EXISTING EQUIPMENT AND SOFTWARE.** Licensee is solely responsible for supporting and maintaining any existing equipment and software. The hardware and software provided by Motorola under this Agreement may connect to or interface with existing equipment and software owned by Licensee. Any failures or deficiencies may impact the functionality of the Pre-Release Solution.

11. **INDEMNIFICATION.** Licensee will indemnify and hold Motorola harmless for any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or damage to property, which may accrue against Motorola to the extent it is caused by Licensee, its contractors, or its employees or agents, including by not limited to causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of Personal Identifiable Information. Licensee is, and will be and remain the controller of the data contained in the hardware for purposes of all applicable laws relating to data privacy, transborder data flow and data protection.

12. GENERAL

12.1 Licensee may not assign or transfer this Agreement or any rights hereunder without the prior written consent of Motorola. Any attempted assignment, delegation or transfer in violation of this Section 12.1 is void.

12.2 Each party will comply with all applicable federal state, and local laws, regulations and ordinances including, but not limited to, the regulations of the United States Government relating to the export of commodities and technical data insofar as they relate to the activities under this Agreement. Licensee will not, in any form, export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any products, documentation, technical data, or software, or a direct product thereof, which is provided under this Agreement, to any country for which the United States Government or any other applicable government requires an export license or other governmental approval, without first obtaining such license or approval.

12.3 This Agreement is governed by the laws of the United States of America to the extent that they apply and otherwise by the internal substantive laws of the State in which the Pre-Release Solution is used or installed if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity.

12.4 All notices under this Agreement will be in writing and will be given: in person, by receipted courier, or by certified U.S. mail, addressed to the addresses set forth at the beginning of this Agreement or to such other address as the parties may designate by written notice to the other parties. All written notices sent by mail will be sent first class or better, postage prepaid. All notices will be deemed to have been given on the earlier of the date actually received or the fifth day after mailing. Motorola or Licensee may change any of their respective addresses or telephone numbers upon written notice to the other party.

12.5 If any of the provisions of this Agreement are held to be invalid or unenforceable under applicable law, such invalidity or unenforceability will not invalidate or render this Agreement unenforceable but it will be construed as if not containing the particular invalid or unenforceable provisions and the respective rights and obligations of Motorola or Licensee will be construed and enforced accordingly.

12.6 Licensee is solely responsible for complying with any and all statutory or regulatory requirements associated with the use of any Pre-Release Solution, including requirements triggered by voice and data transmission. Motorola makes no commitment to collect, hold, manage, or maintain data for evidentiary or recovery purposes.

12.7 The parties agree that where the context of any provision indicates an intent that it survives the term of this Agreement then it will survive.

12.8 Failure or delay on the part of Motorola or Licensee to exercise any right, power or privilege under this Agreement will not operate as a waiver thereof.

12.9 Any press release, public announcement, advertisement or marketing or promotional materials with regard to this Agreement, which mentions the other party, must be mutually agreed upon prior to use.

12.10 This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature will have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer

image of this Agreement will be treated as and will have the same effect as an original signed copy of this Agreement.

12.11 This Agreement constitutes the entire agreement of Motorola and the Licensee with respect to the subject matter and supersedes all previous proposals, commitments, representations and Agreements of any nature whatsoever. Any amendment to this Agreement will be in writing, signed by the duly authorized representatives of each party.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement.

MOTOROLA SOLUTIONS, INC.

SHEBOYGAN POLICE
DEPARTMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Res. No. 41 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.
July 18, 2022.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Badger State Lofts, LP v. City of Sheboygan, and authorizing payment for said services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that Seibel Law Offices LLC needs to begin preparing an Answer in response to the Complaint.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Amy R. Seibel of Seibel Law Offices LLC as outside legal counsel to represent the City of Sheboygan in the defense of the lawsuit filed by Badger State Lofts, LP, Sheboygan County Circuit Court Case No. 2022CV000292.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Liability Insurance Fund-Contracted Services Account No. 711150-531100 in payment of same.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 40 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
July 18, 2022.

A RESOLUTION authorizing a transfer in the 2022 budget from contingency to the Department of Public Works to fund the unexpected replacement of their Leica Robotic Total Station.

WHEREAS, in January 2022, an engineering technician was performing topographic survey work at the intersection of N 10th Street and New York Avenue when a large gust of wind blew over the Leica Robotic Total Station ("RTS") resulting in physical and functional damage to the unit; and

WHEREAS, since purchasing this Leica RTS over seven years ago, the Department of Public Works ("DPW") has transitioned to Trimble equipment due to improved capabilities, which render work sites safer and improve efficiency; and

WHEREAS, DPW had previously planned to replace the now-damaged RTS with a Trimble RTS such that funds were budgeted in 2021 but not expended due to other priorities; and

WHEREAS, repairing the Leica RTS would be costly and would not support DPW's goal of standardized equipment; and

WHEREAS, Wisconsin's public construction laws do not require public bidding for the purchase of equipment or materials that are not earmarked for use with any particular project; and

WHEREAS, because Leica equipment is not compatible with Trimble, additional equipment will be necessary beyond the RTS.

F&P

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to transfer \$19,799.60 from the General Fund Contingency Account (Account No. 101141-810101) to Department of Public Works Light Equipment Account (Account No. 101331-651200).

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 43 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
July 18, 2022.

A RESOLUTION authorizing a budget amendment to pay for the hiring of an Engagement Coordinator in the Senior Services Department.

WHEREAS, in December, 2020, one of three full-time employees within Senior Services was relieved due to decreased program offerings caused by the closure of the former Senior Activity Center facility located at 428 Wisconsin Avenue; and

WHEREAS, the 2022 senior services budget allocated funding sufficient to maintain two full-time employees based on the reduced needs of the department; and

WHEREAS, the new senior services facility, known as "Uptown Social," will assume occupancy of a building located at 1817 N. 8th Street in November, 2022; and

WHEREAS, with the new, larger facility, Uptown Social intends to reinstate more program offerings necessitating a return to three full-time employees in order to better serve Sheboygan's growing population of older adults; and

WHEREAS, pursuant to Sec. 82-24, Sheboygan Municipal Code, Senior Services has provided notice to the City Administrator, in the absence of a Human Resources Director, of the department's desire to fill the vacant, full-time position of Engagement Coordinator; and

WHEREAS, the Friends of Uptown Social has agreed to offset any costs related to hiring and employing a full-time Engagement Coordinator for the 2022 budget year, which is expected to total approximately \$15,000; and

WHEREAS, the City Administrator has determined that filling the Engagement Coordinator position is appropriate and will be budget-neutral upon acceptance of the donation; and

WHEREAS, staff is empowered by Sec. 82-24(b)-(c) to proceed with hiring and filling a position if doing so is budget-neutral.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to accept the approved amount of \$15,000 from the Friends of Uptown Social and receipt it in Acct. No. 101 - 485005 (Contribution - Uptown Friends) in the 2022 Budget.

F+P

BE IT FURTHER RESOLVED: That should filling this position result in additional, unanticipated expenses, the Finance Director is authorized to accept additional funds from Friends of Uptown Social to ensure the 2022 Budget is not impacted.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 42-22-23. By Alderpersons Mitchell and Filicky-Peneski.
July 18, 2022.

A RESOLUTION authorizing a transfer in the 2022 budget from contingency to the Police Department for unanticipated repairs resulting from a burst sprinkler pipe.

WHEREAS, in January 2022, a burst sprinkler pipe caused significant damage to the Sheboygan Police Department such that the main lobby and municipal court were temporarily closed; and

WHEREAS, the Director of Public Works, in his authority pursuant to Sec. 2-397, Sheboygan Municipal Code, and Wis. Stat. § 62.15, determined that the burst sprinkler pipe caused a temporary public emergency to a public facility endangering the public health and welfare; and

WHEREAS, Wis. Stat. § 62.15(1b) exempts a municipality responding to a public emergency from the requirement that contracts of a certain monetary value be let by public bidding; and

WHEREAS, repairs were promptly undertaken and are now complete; and

WHEREAS, these unanticipated repair costs were paid from the Police Department budget.

NOW, THEREFORE, BE IT RESOLVED: That pursuant to Wis. Stat. § 62.15(1b), the Common Council hereby declares that the public emergency created by the burst sprinkler pipe at the Sheboygan Police Department facility no longer exists.

T&P

BE IT FURTHER RESOLVED: That the Finance Director is authorized to transfer \$13,816.48 from the General Fund Contingency Account (Account No. 101141-810101) to Police Department Account No. 101210-550110 to reimburse the Police Department for the unanticipated expense associated with repairing the burst sprinkler pipe.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 39 - 22 - 23. By Alderpersons Dekker and Perrella.
July 18, 2022.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Elexco, Inc. for the installation of fiber optic cable at the Uptown Social facility and connecting the facility to the existing "Ring of Fiber" fiber optic cable network.

WHEREAS, the City desires to connect the new Uptown Social Community Center to internet via the existing "Ring of Fiber" fiber optic cable network at the nearest access point located at the intersection of North 9th Street and Superior Avenue ("project"); and

WHEREAS, the City retained Multimedia Communications & Engineering ("MCE") to generate technical specifications for this project; and

WHEREAS, the City subsequently issued and advertised a Request For Bids from qualified contractors for the the project; and

WHEREAS, Elexco, Inc. provided the low bid in the amount of \$39,640.00; and

WHEREAS, MCE has confirmed that Elexco, Inc.'s bid includes all work MCE designed for the project and Elexco, Inc. possesses the knowledge and equipment necessary to successfully complete the project; and

WHEREAS, Council previously authorized utilizing American Rescue Plan Act funding to invest in Uptown Social facility improvements via Res. No. 111-21-22 adopted December 20, 2021.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Elexco, Inc. for the project in substantially similar terms as the attached contract.

Public Works

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$39,640.00 from Account No. 202000-531100 (Federal Grants Contracted Services).

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND ELEXCO, INC.
FOR THE PROVISION AND INSTALLATION OF A NEW FIBER OPTIC
CONNECTION BETWEEN THE CITY OF SHEBOYGAN RING OF FIBER AND
THE NEW UPTOWN SOCIAL COMMUNITY CENTER**

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Elexco, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City is the owner of the new Uptown Social Community Center located at 1817 North 8th Street, Sheboygan WI 53081; and

WHEREAS, the City desires to connect the facility to the existing Ring of Fiber to provide the facility with connectivity to the internet as well as other City Buildings and the nearest access point to the Ring of Fiber is located at the Intersection of North 9th Street and Superior Avenue; and

WHEREAS, the City wishes to connect to the Ring of Fiber at the nearest location and terminate the fiber in an interior computer closet within the Uptown Social facility currently under construction with the majority of the work being done through the use of underground directional boring to minimize excavation and disturbance of the surface facilities along the route in full compliance with the specifications, identified in Exhibit 1 to this Agreement, and

WHEREAS, the City issued Request for Bids # 2019-22 to obtain bids from qualified providers of the services and equipment ("Services"); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall perform all work associated with the work as specified in Exhibits 1 & 2 related to the provision, installation and testing of the Fiber Optic Extension and Connection between the Ring of Fiber and the Uptown Social Facility (the "Services").

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials generated during said installation in a lawful manner (the "Disposal"). Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees between City of Sheboygan Departmental projects.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The public right of way impacted by the project shall remain open to traffic during the project and work on the interior of the facility currently underway shall continue while the Contractor installs the fiber connection.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates Eric Bushman, Information Technology Director and representatives from the City's Engineering Firm, Multimedia Consulting and Engineering, Inc. (MC&E) as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representative or Engineer observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) will report that to the Contractor. The City's Representative(s) will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$39,640.00 ("Contract Amount"). Invoices shall be sent via first class mail postage prepaid or via email. Payment will be

remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

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. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, 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.

Article 6. Performance and Payment Bond

Contractor shall, within ten (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays without prior approval from the City's Representative.

Contractor shall complete the services within 120 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline") Due primarily to manufacturer lead time for materials, the City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Article 9. Workmanship and Quality of Materials

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of all training required in the Project Manual:

- All equipment purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty.
- Contractor shall provide a one-year warranty against defects for parts and labor.

All material used shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City, including its officials, agents, and employees, harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or subcontractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
 828 Center Ave., Suite 110
 Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. § 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. 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.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set for Request for Bids 2005-21
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor
7. The Performance and Payment Bonds
8. Federal Terms and Conditions Addendum (Exhibit 3)

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Guaranteed Delivery. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have 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.
6. Intent of Contract Documents.
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.

- b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

Article 33. Incorporation of Required Clauses and Conditions

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

**CONTRACTOR:
ELEXCO, INC.**

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications



Contents

SECTION T1	PROJECT GUIDELINES.....	3
T1.01	Definitions.....	3
T1.02	Industrial Guidelines.....	3
T1.03	Description of Project.....	3
T1.04	Project Management.....	4
T1.05	Construction Schedule.....	4
T1.06	Equipment and Material Storage.....	4
T1.07	Hours of Work.....	4
T1.08	Project Foreman.....	4
T1.09	Warranty on Workmanship and Contractor Provided Materials.....	4
T1.10	Encroachment, Excavation and Obstruction Permits.....	5
T1.11	Underground Utility Locating.....	5
T1.12	Soil Condition/Depth of Installation Clause.....	5
T1.13	Worksite Safety.....	5
T1.14	Traffic Control Plan.....	6
T1.15	Excavations.....	6
T1.16	Hard Surface Potholing.....	6
T1.17	Restoration Guidelines.....	6
T1.18	Erosion Control Policy.....	6
Section T2	UNDERGROUND CONSTRUCTION GUIDELINES.....	7
T2.01	Duct Placement Guidelines.....	7
T2.02	Handhole Placement Guidelines.....	7
T2.03	Locate Wire and Post/Station Placement Guidelines.....	8
T2.04	Mule Tape Installation Guidelines.....	8
T2.05	Fiber Optic Cable Installation Guidelines.....	8
T2.06	Underground Installation Documentation.....	9
Section T3	INTERIOR CONSTRUCTION GUIDELINES.....	9
T3.01	Above Grade Building Penetration.....	9
T3.02	Interior Workmanship.....	9
T3.03	Interior EMT/Innerduct Installation.....	9
T3.04	Interior Cable Installation.....	10
Section T4	CABLE SPLICING TERMINATION AND TESTING GUIDELINES.....	10

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

T4.01	Cable Pre-Acceptance Testing	10
T4.02	Outdoor Fusion Splicing	10
T4.03	Indoor Fiber Termination	10
T4.04	Fusion Splicing Equipment.....	10
T4.05	Cable Testing	11
T4.06	OTDR Viewing Software	11
T4.07	Test Documentation	11
T4.08	Optical Loss Budget.....	11
Section T5	INDIVIDUAL PROJECT CONSTRUCTION QUANTITIES.....	12
T5.01	Use of Quantities Shown	12
T5.02	Construction Quantities	12
Section T6	CONTRACTOR PROVIDED MATERIALS.....	13
T6.01	Contractor Provided Material List	13
T6.02	Contractor Completion Clause	13

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

SECTION T1 PROJECT GUIDELINES

T1.01 Definitions

Bidder – Any company or organization responding to this Bid

Bidding Documents – All Project instructions, attachments, worksheets, drawings, and addendums

Contract Documents – These Bidding Documents

Contractor – Bidder to whom the project is awarded

Owner – City of Sheboygan

Prime-Contractor – Same as “Contractor”

Project – Overall scope of work as outlined in the Bidding Documents

Project Manager – Multimedia Communications & Engineering, Inc. representative directing the flow and nature of work being performed

Respondent – Same as “Bidder”

Subcontractor – Any Contractor working under direct control of the Prime Contractor

Work – Tasks comprising the Project

T1.02 Industrial Guidelines

This project has been designed according to the following local, state, federal, and industrial guidelines:

1. Any Addendums to this Technical Specification and CAD drawings.
2. This Technical Specification and Associated CAD Drawings.
3. Any Local Municipal Code having jurisdiction
4. National Fire Protection Agency (NFPA) ANSI/NFPA- 70 2017 Edition.
5. National Electric Service Code (NESC)
6. National Fire Protection Agency (NFPA) ANSI/NFPA- 70. National Electric Code
7. American Nation Standard Institute (ANSI) Section C1, C2.
8. ANSI/EIA/TIA-568-B Commercial Building Telecommunications Cabling Standard.
9. ANSI/EIA/TIA-607 Commercial Building Grounding Requirements for Telecommunications

Should the above documents contain conflicting requirements, the Respondent is required to follow the more stringent requirement.

T1.03 Description of Project

This Project includes all necessary labor and materials to:

Place new single 2" duct and fiber optic cable 1,735' between an existing Fiber Optic Splice Point located at the intersection of 9th Street and Superior Avenue to the City's new Activity Center located at 1817 N. 8th Street in the City of Sheboygan.

Once the new OSP cable enters the Senior Center it will be terminated to a wall mount demarcation panel. From this panel the contractor will install 2 runs of interior innerduct and 12 strand fiber optic cable to 2 separate closet locations. One interior cable will terminate inside an existing data rack inside a data closet and the other interior cable will be run to a contractor provided and installed wall mount data cabinet inside an undeveloped portion of the building.

The project includes provisioning and placement of all labor and materials necessary to complete the project as depicted in these technical Specifications and associated Plans.

It is the Respondent's sole responsibility to verify all measurements and quantities required for a complete installation. The Contractor will be expected to complete the Project defined in these Request for Bid Documents and associated CAD Plans with the materials and labor included in their Bid.

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

T1.04 Project Management

All work will be performed under the guidance of the Owner's Hired Engineering and Project Management Firm, Multimedia Communications & Engineering, Inc. (MCE). The MCE Project Manager will interface with the Contractor's Foreman on a regular basis checking the progress and workmanship of the Prime Contractor and Subcontractors.

The MCE Project Manager will perform all Door-Hanging along the construction routes. The Contractor will be required to video tape all areas of excavation and underground duct placement prior to construction. Videos will be used to verify existing pre-construction conditions and verify any disputes arising from the construction.

T1.05 Construction Schedule

Construction start no later than **JULY 11TH, 2022**.

The substantial completion date, i.e. all duct handhole and cable placement is **JULY 29TH, 2022**.

Restoration does not count against any of the above completion dates.

The project deadline will be extended for documented weather or documented Permitting delays.

If the Contractor is delayed or hindered at any time in the progress of the work by any act or neglect of the City or by any Contractor employed by the City, or by changes ordered in the scope of the work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of the Contractor, then the duration set forth in the construction progress schedule shall be extended as agreed to by the City and the Contractor. However, to the fullest extent permitted by law, the City, its agents and employees shall not be responsible for any loss or damage sustained by the Contractor, or by abnormal weather conditions, or by any other cause, and the Contractor agrees not to make, and hereby waives any claim for damages, and agrees that the sole right and remedy therefore shall be an extension of time.

The Owner will withhold 5% of each payment as security for payment after the completion of any restorations.

T1.06 Equipment and Material Storage

The Contractor will be required to store all equipment to include; vehicles, machines, tools, consumables and other work related materials off site during times when work is not being performed in the immediate vicinity. The Owner will not be required to provide onsite storage. The Owner shall not be held responsible for any loss, theft or damage to Contractors materials and equipment while stored on the jobsite or in the Contractors storage area.

T1.07 Hours of Work

Work hours will be regulated by the Contractor performing the work and by any work restrictions placed on the project by the City of Sheboygan. Current Hours of work for this project are 7am to 7pm. Special care must be taken to avoid violation of any applicable noise or public nuisance ordinances that may apply. Interior site access will not be granted outside normal business hours or on weekends without prior approval. Contractor should not assume access will be granted outside normal hours of operation.

T1.08 Project Foreman

The Prime Contractor must assign one Foreman to the Project who will take instruction for all Prime and Subcontracted crews. This Prime Contractor's Foreman must be on site and act as the single point of contact for the MCE Project Manager until the Project is completed.

T1.09 Warranty on Workmanship and Contractor Provided Materials

The Contractor is required to provide the Owner with a minimum of 1-year warranty on all workmanship and Contractor-provided materials related to the installation of this Project. Warranty must begin on the date of acceptance and continue for one full year thereafter.

Upon discovery of materials or workmanship that is inconsistent with the requirements of these Bidding Documents and subsequent agreements within the 1-year period, the Owner will notify the Contractor and expect to receive within

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

3 days, a response detailing the Contractor's proposed remedy. The Owner will work with the Contractor to define a convenient time for the work to be performed.

All costs associated with repairs or restoration of any failure or inconsistency identified within the 1-year period will be borne by the Contractor.

Additional warranties on restoration and workmanship may be required by the Municipal Permitting Agencies. Such warranties are in addition to any warranty provided to the Owner.

T1.10 Encroachment, Excavation and Obstruction Permits

City of Sheboygan Right of Way Excavation Permit:

Contractor must obtain all necessary permits from the City of Sheboygan prior to commencement of any project excavations. All requirements set forth in the City Permit and subsequent approval are incorporated into these bidding documents by reference.

The Contractor shall assure that proper erosion control measures are implemented prior to and at all times during work operations. The contractor shall also be responsible for providing and maintaining erosion control measures to protect all restored areas upon completion of the work until the replacement vegetation achieves sustained growth. Where applicable, applicant shall obtain a Construction Site Erosion Control Permit.

T1.11 Underground Utility Locating

The Contractor must abide by WI State Statute 182.0175, which outlines the responsibility of the Contractor when excavating on or near underground facilities. The Contractor must have all underground utilities, private or otherwise located during the course of construction. The Contractor must notify Digger's Hotline 3 days or more prior to commencement of any underground excavation. The Contractor may not perform work for the Owner under any Digger's Hotline locate ticket other than their own.

The Contractor must work directly with all private property owners to ensure all private utilities are properly located for areas where a new underground route extends on to private property. Private Owner facilities may not be registered with Diggers Hotline therefore prior to any work being performed on private property the Contractor will be required to notify the proper personnel to have any private facilities located. Private Property is defined as all areas outside of the public right of way.

All flags must be removed by the contractor following their completion of the underground work.

T1.12 Soil Condition/Depth of Installation Clause

The Contractor must inform the Project Manager immediately upon discovery of any underground conditions such as limestone or boulder fields that adversely affect their ability to drill or otherwise excavate through an area or at the specified depth to the extent where additional resources not included in their price are deemed necessary. The Project Manager and Contractor Foreman together will determine the need for additional resources and costs.

Unit rates for Rock Bore and Cobble Rock adders have been included in the unit rate section of the Bid Response. These Unit Rates will be used to negotiate Change Orders for rock areas.

Additional charges for placement of the duct at a depth deeper than 36" for the sake of avoiding utilities or other obstructions will typically not be granted.

T1.13 Worksite Safety

The Contractor is responsible for the safety of all persons and property inside the construction zone. This entails deploying proper barricades, traffic control plans, and or flagmen to protect vehicles and pedestrians passing by or through the work zone, along with ensuring that equipment operators utilize ground spotters when necessary.

Open ground must be properly barricaded at all times that the Contractor is not in the immediate vicinity of the open ground. Open ground areas that are to remain open overnight or over any extended period of time must be barricaded in a fashion that will make the open area easily detectable and avoidable by passersby.

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

Potholes/core holes in the immediate vicinity of the work zone during working hours can be covered with a cone; however Type II barricades must be placed over any pothole left open overnight. Steel plates over street or sidewalk cores, or the temporary replacement of cores are the only acceptable means by which to cover the core hole when the Contractor is not physically on site performing work.

All work areas, both interior and outdoor must remain clean and free of all rubbish and tools not in use at all times. At the end of each workday the Contractor must clean the worksite and secure all equipment and tools.

Worksite safety procedures must follow and comply with the guidelines and requirements of all applicable Municipal and OSHA standards.

T1.14 Traffic Control Plan

The Contractor must provide an approved Traffic Control Plan consistent with the guidelines set forth in the Wisconsin DOT Manual on Uniform Traffic Control for all construction being performed within various Municipal and DOT Right of Ways when requested.

T1.15 Excavations

Excavations shall not remain open in excess of three calendar days unless specific permission is obtained from the Owner prior to the third day.

In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed and the excavation shall be completely backfilled with sand or gravel, unless permission is obtained from the Owner to use excavated material for backfill.

T1.16 Hard Surface Potholing

The Contractor may be allowed to mechanically core through hard surface streets to locate existing utilities provided that the restoration of the core be performed per all municipal excavations permit requirements. Core holes must be backfilled using suitable materials compacted in lifts. Cores must be replaced using a permanent epoxy such as Utilicor's Utilibond or equivalent permanent pavement bonding compound.

Potholing is not allowed in sidewalks and ADA compliant or non-compliant pedestrian ramps unless specifically approved by the municipality. Any hard surface excavations within any sidewalk panels or ramp panels may likely result in the replacement of the entire panel by a licensed sidewalk contractor, possibly along with adjacent panels for ADA ramps at the Contractor's expense.

At no time can the Contractor perform any excavation that undermines the adjacent in-tact surfaces, thereby making vertical mechanical compaction impossible and creating future potential for subsurface failure.

All grass/softscape restorations must be completed within 5 working days of the completion of excavations in the immediate area. This may be temporary restorations outside the growing season or permanent restoration during the growing season.

T1.17 Restoration Guidelines

Restorations must follow the specific guidelines set forth by the Municipal Code or Permit for each Municipality being worked in. The Owner will not be responsible for additional costs associated with the failure to identify all restoration guidelines in the Contractor's initial Bid Response.

The Contractor is advised to videotape each area of construction just prior to the work being performed to document all pre-existing conditions.

T1.18 Erosion Control Policy

The Contractor must employ Erosion Control Best Management Practices (BMP) following uniform statewide standards for construction site erosion control per WI State Statute 281.33 (3)(b)4.

Contractor must inspect all erosion control measures on a weekly basis and/or after ½" or more of rainfall to ensure the effectiveness of the erosion control measures.

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

The contractor will be required to apply soil stabilization with the seed or biodegradable matting at the time of restoration. Loose or crimped straw will not be allowed in this installation.

Additional erosion Control measures are defined in the project CAD plans.

Section T2 UNDERGROUND CONSTRUCTION GUIDELINES

T2.01 Duct Placement Guidelines

The Contractor is responsible to provide all duct, handholes, locate posts, locate stations, locate wire, and pull rope as part of their installation responsibilities. The HDPE Duct part number referenced in Section T6 – Contractor Provided Materials, references a duct that includes a mule tape for cable installation. The Contractor will be required to provide all mule tape necessary for cable installations whether it be included with the duct at the time of purchase or provided and installed separately.

All ducts will be placed on the routes identified in the attached CAD Plans. All ducts must maintain a minimum horizontal clearance zone of 18" when paralleling other underground utilities with the exception of Municipal Water, Sewer, and Storm where a 5' horizontal clearance and 24" vertical clearance is required. The routes on the attached CAD plans have taken all applicable additional clearances into consideration.

All underground ducts must be placed a minimum of 36" below finished grade wherever possible. Instances where the duct must be placed at a shallower or drastically deeper depth must be brought to the attention of the Project Manager prior to installation.

The Owner's Project Manager will be on site to coordinate and mark the duct placement route and handhole locations once all locates have cleared. Routes will be marked with the use of paint and flags. The Contractor must not place duct along the route without first reviewing the individual areas with the Project Manager. This measure is designed to avoid instances where the new duct may encroach the restricted clearance zones of other utilities or extend outside the Right of Way.

All exposed duct ends must be covered with a temporary plug or adequately sealed with duct tape to prevent the ingress of dirt, water, and debris prior to the installation of the cable, locate wire, and mule tape.

All empty ducts (if any) must be sealed using properly sized duct plugs.

Where ducts are coupled together, the contractor must use an aluminum threaded coupler.

T2.02 Handhole Placement Guidelines

The Contractor may be required to place new Large 36"x60"x36" pre-cast handholes, Medium 30"x48"x36" pre-cast handholes, Small 24"x36"x36" pre-cast handholes, or Extra Small 17"x30"x24" pre-cast handholes along the route as shown on the project CAD Plans. Large Handholes must be Quazite PG3660BB36 base with PG3660HH21 Extra Heavy Duty (ANSI Tier 22) 2-piece lid marked "Fiber Optics". Medium Handholes must be Quazite PG3048BB36 base with PG3048HH21 Extra Heavy Duty (ANSI Tier 22) 2-piece lid marked "Fiber Optics". Small Handholes must be Quazite PG2436BB36 base with PG2436HH21 Extra Heavy Duty (ANSI Tier 22) 1-piece lid marked "Fiber Optics". Extra Small Handholes must be Quazite PG1730BA24 base with PG1730HH21 Heavy Duty (ANSI Tier 22) 1-piece lid marked "Fiber Optics". Manufacturer substitutions or equals will not be allowed for the handholes and lids.

The handholes must sit parallel with adjacent streets, buildings, or other structures and must be flush with all surrounding surfaces, and if installed on a slope or grade the handhole must follow the contour of the grade as much as possible.

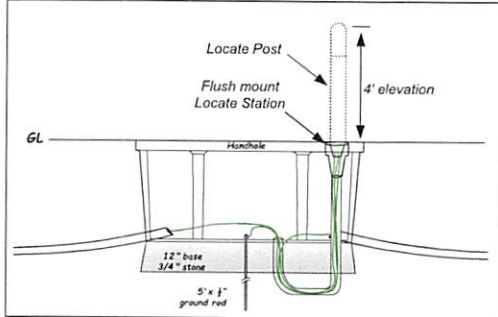
The installed handholes must sit atop a 12" bed of $\frac{3}{4}$ " washed, crushed stone for drainage – pea gravel or other stone smaller than $\frac{3}{4}$ " is not an acceptable base for drainage. All fill around the Handhole must be mechanically compacted in 12" layers to within 8" from the top to prevent settling.

Inside each new handhole the Contractor will be required to install a single 5' long by 1/2" diameter copper clad ground rod. The ground rod must not protrude more than 6" above the surface of the crushed stone bed. After ground rod

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

installation, the Contractor must equip the top with a conductor clamp that will allow the Contractor to tie a locate wire to the end.

Detail Drawing of Handhole and Locate Station Installation



T2.03 Locate Wire and Post/Station Placement Guidelines

All locate wires will be installed outside the duct. A suitable locate wire for this purpose is identified within the Contractor-provided materials list in Section 6.01.

The Contractor will be required to install flush mount locate stations or above grade locate posts adjacent to handholes identified on the CAD Drawings. The locate stations and posts will be used to access the locate wires for future locating purposes.

Between the handhole and locate station or post the contractor must install a short length of 1-1/4" underground plowduct. This will facilitate the installation of the locate wires into the post from the handhole.

At no time will a locate station or post be installed in a location where it impedes or can be damaged by the removal of the handhole lid.

At the below grade building entry point the locate wire must be run above grade using 1/2" galvanized steel conduit. Locate wire will be housed in a single gang outdoor rated outlet box approximately 4' above grade.

T2.04 Mule Tape Installation Guidelines

The Contractor will be required to install a single 1,800 lb mule tape within the plowduct during the installation of the fiber optic cable.

T2.05 Fiber Optic Cable Installation Guidelines

The Contractor can install the fiber optic cable by hand or with the use of pneumatic/hydraulic installation equipment. However the means of installation, the Contractor must take care to not exceed the cable's maximum pulling tension (typically 600lbs). The Contractor must utilize a breakaway/swivel device at all times while installing the fiber optic cables. Multiple swivels must be used; one for the cable, and another set 8" back from the first for the mule tape.

At each handhole the Contractor must store a cable slack loop (Slack Loop length noted on the CAD Plans) neatly coiled and labeled with a permanent label, identifying the Cable's owner and identifying the specific cable strand count. Suitable labels for this purpose are Panduit #PST-FO.

Following cable installation all occupied ducts must be plugged using a split plug appropriately sized to accommodate the cable diameter – do not use foam, putty, or tape to plug any duct. All spare ducts must be sealed using properly sized duct plugs.

Instances where multiple ducts are being placed, all cables and mule tape will be installed inside one duct, while the other duct will only contain mule tape for future installations.

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

T2.06 Underground Installation Documentation

The Contractor will be required to provide bore logs showing rod placement dates and depths as well as redline drawings showing cable placement and cable footage sequential markings within the underground duct and interior piping.

Section T3 INTERIOR CONSTRUCTION GUIDELINES

T3.01 Above Grade Building Penetration

Where the underground plowducts extend to the exterior of a building whose entry point is above grade, the Contractor is required to transition below grade from each plowduct to a Galvanized Rigid Steel pipe that extends up the side of the exterior wall to an elevation shown on the accompanying Interior Drawings. At the below-grade transition point where the rigid pipe meets the plowduct, the Contractor must utilize a watertight fitting that is rated for underground use (Duraline 20001845 or approved equivalent). The Project Manager must approve the final location of building risers.

At the top of the rigid pipe run, the Contractor must install a 12"x12"x6" NEMA 3R rated pull box over a 2" core hole and aligned so the building core is situated at the top of the pull box. The core into the building must then be sleeved with EMT. Interior EMT extending to a termination room can extend through the core to satisfy this sleeve requirement, however instances where Interior EMT is not being placed the Contractor must sleeve the core with EMT and securely fasten the sleeve to the exterior pull box and inside the building. All sleeves/EMT ends must be equipped with collared fittings to avoid cable damage.

Extending from 12" below grade the contractor must install a 1/2" Rigid Steel pipe up to an elevation of 4 feet from the ground or as noted on the CAD interior drawings. This pipe will house the locate wire that runs back to the nearest locate post or housing along the plowduct path. At the top of this 1/2" pipe the Contractor must install a steel single gang outdoor outlet box with waterproof cover. A 12" coil of Locate wire must be housed inside the single-gang outlet box. All exterior pipes and boxes must be securely fastened to the building wall with anchors and fastening hardware suitable for a permanent installation into the materials comprising the wall.

T3.02 Interior Workmanship

Contractor shall take precautions to ensure that dust and debris associated with the project is contained within the work area and not allowed to spread into other areas of the site. Equipment or materials, which cannot be moved, shall be covered by the Contractor to prevent contamination or damage.

All materials used by the Contractor shall be certified asbestos-free by the manufacturer. There will be no exceptions. A letter from the Contractor certifying that no asbestos-containing materials were used shall be provided upon request.

Contractor shall assure that any and all equipment used on this project will be handled and operated in conformance with OSHA safety requirements.

Contractor shall advise the owner whenever work is expected to be hazardous to building occupants.

Contractor shall maintain fire extinguisher within easy access whenever power tools; flammable materials or heat producing devices are being used.

Contractor shall advise the owner when volatile materials are to be used near air ventilation intakes or near occupied spaces so that action may be taken to prevent degradation of indoor air quality.

T3.03 Interior EMT/Innerduct Installation

The Contractor must take all necessary precautions to prevent activation of building alarms, such as fire or security. Conduits that enter rooms that are sealed for the sake of Halon release systems must be sealed to ensure that the room's integrity is maintained.

Where the interior conduit or Innerduct passes through any non-concrete/block wall the Contractor must create a hole through the wall only large enough for the conduit to pass through, then seal around the conduit with ASTM E814 (UL 1479) approved fire stop materials.

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

Prior to cutting or coring into or through any building structure the Contractor must review the core location with the Project Manager.

At each end, and along any interior EMT conduit or Innerduct path approximately every 10 feet, the Contractor must label the EMT with a warning label identifying the contents as a fiber optic cable. Suitable labels are Panduit's #PCV-FOB.

Along any interior EMT conduit or Innerduct path the Contractor may be required to install 12"x12"x6" Type 1 pull boxes fitted with a screw cover for pulling assistance and a 24"x24"x8" Type 1 pull box fitted with a screw cover for cable storage as shown on the CAD interior plans. At every pull box (and building entry box) the Contractor must use screw type fittings to attach the conduit to the box. Pull boxes are required every 100' or when the total bend radius is to exceed 180degrees.

Any interior 2" conduit must be bonded to a ground point at each building. The Project Manager will determine the ground points. Cable used to Bond the EMT to the Building Ground Electrode will be no smaller than a #6 AWG Stranded copper and must have a green jacket suitable for interior use.

T3.04 Interior Cable Installation

Contractor must install the cable along the path shown on the accompanying CAD Plans.

Instances where the interior path uses existing Innerduct, EMT, or other pipe that does not contain an existing pull rope, the contractor may be required to fish the existing pathway and install a pull rope to aid in the installation of the Fiber Optic Cable.

Following the installation of the fiber optic cable through the exterior and interior EMT conduit or innerduct, the Contractor must seal the conduit or innerduct ends (where the EMT enters the outside pull box and where the EMT enters the termination room) with ASTM E814 (UL 1479) approved fire stop materials.

Section T4 CABLE SPLICING TERMINATION AND TESTING GUIDELINES

T4.01 Cable Pre-Acceptance Testing

The Contractor crews must perform "pre-acceptance testing" with an Optical Time Domain Reflectometer (OTDR) on each fiber optic cable reel. The pre-acceptance testing will verify the performance of the cable prior to it being installed. Pre-acceptance testing must be performed on every cable strand at 1310nm and 1550nm only from the exposed end of the cable. Test results must be provided to and approved by the Project Manager prior to installation.

T4.02 Outdoor Fusion Splicing

The Contractor will be required to Fusion Splice the fiber optic cables at each of the splice points identified below.

Superior Avenue Splice – Splice all 12 strands from the new cable to the Ribbon 7 (red) of the existing 432strand fiber optic cable inside the existing FOSC 600 Series Splice case. Strands 1-6 of the 12 FOC will splice to 73-78 of the 432 FOC South direction – Strands 7-12 of the 12 FOC splice to 73-78 of the 432 FOC West direction.

T4.03 Indoor Fiber Termination

All cable terminations will be performed by splicing factory terminated fiber optic cable pigtails to the ends of the fiber optic cables. Contractor must supply all termination panels, pigtails, and consumables necessary to complete the terminations as described in the CAD Interior Plans.

T4.04 Fusion Splicing Equipment

All cable strand splicing will be performed using a fusion splice machine that is capable of splicing within a 0.2dB loss tolerance and equipped with either live monitoring or a Local Injection Detection (LID) testing system, thus ensuring the splice quality while the splice is set up in the machine.

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

All splices will be protected with appropriate fusion splice sleeves fitted with steel-reinforcing rod(s) (provided by the Contractor).

T4.05 Cable Testing

Following the splicing and termination procedures the Contractor will be required to test each strand using an OTDR and Power Meter Light Source (PMLS) at 1310nm and 1550nm. Each terminated strand will be tested between the sites with both devices at both wavelengths. This totals 8 tests per strand. All OTDR tests must be performed using a launch cable that is at least 500 meters in length thus allowing a full view of the initial pigtail connector/splice event loss. Testing will take place between the New Activity Center and Sheboygan City Hall located at 828 Center Avenue, Sheboygan, WI 53081.

T4.06 OTDR Viewing Software

Prior to the OTDR testing the Contractor must provide a copy of the OTDR viewing software that is capable of allowing a user to electronically review the test results. This does not need to be a licensed copy, just one that allows the user to view traces in their native (non-pdf) format.

T4.07 Test Documentation

Following the OTDR testing the Contractor must provide the Owner with one electronic copy of each test performed. Prior to testing, the Contractor will be provided with the strand identification and labeling plan, the electronic copies of the test results must match the labeling scheme provided to the Contractor.

Following the PMLS testing, the Contractor must provide the Owner with test results showing the total link loss between each site along with the average loss for each strand. The test results must be provided on any Windows® compatible electronic spreadsheet. Each cable strand tested must be labeled per the Owner-provided labelling scheme. This labelling must accompany each test results.

T4.08 Optical Loss Budget

The Contractor will be provided with optical link budgets for each installed cable strand. Budget losses are calculated by measuring the total link loss between sites, and then averaging the measurements from both directions using the parameters identified in Table 1 below. The test results provided to the Project Manager must confirm that 100% of all installed strands perform within the optical loss budget and within the specific tolerances for individual events identified in Event Loss Table below.

Note that even though a link loss test may show a loss that is within the optical budget, any event shown by the OTDR report that exceeds its thresholds listed in the Table will result in a failed test result and must be remedied prior to system acceptance by the Owner. Instances where individual tolerances cannot be met must be reviewed with the Project Manager prior to completion.

Event Loss Table

Event	Wavelength	Threshold (dB)
Coupler Loss	1310nm	0.4dB
	1550nm	0.4dB
Splice Loss	1310nm	0.2dB
	1550nm	0.2dB
Cable Attenuation	1310nm	.35dB/Km
	1550nm	.25dB/Km

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

Section T5 INDIVIDUAL PROJECT CONSTRUCTION QUANTITIES

T5.01 Use of Quantities Shown

The following lists only represent a high-level overview of the tasks associated with each individual project and should not be solely relied upon for bidding purposes. It is the Contractors responsibility to thoroughly review the project routes, CAD Plans to calculate their own quantities and footages to complete the project as outlined in this document. The Bid amount must be adequate to fulfill the intent of the entire project.

T5.02 Construction Quantities

This project consists of the following high-level tasks. It is the contractor's responsibility to verify their own quantities prior to submitting their bid.

SHEBOYGAN ACTIVITY CENTER FIBER OPTIC CONNECTION - LABOR UNITS		
<u>Item Description</u>	<u>Quantity</u>	<u>units</u>
Provide and install New 2" SDR-11 HDPE Duct via Directional Bore	1,735	feet
Provide and install new 24x36x36 Tier 22 Handhole and cover over existing duct	2	each
Provide and install new 12 strand outdoor rated OS2 Singlemode fiber optic cable through new 2" HDPE Duct and building entry duct – including slack loops.	2,235	feet
New Building Entry Galvanized 2" pipe installation	10	feet
New 12x12x6 NEMA 3R Building Entry Pull Box Installation	1	each
New Building Entry Galvanized 1/2" pipe installation	5	feet
New Weatherproof Single Gang Outlet Box Installation	1	each
Splice new 12 FOC into existing 432 strand backbone in Superior Avenue existing 600 Series Splice case	12	splices
Provide and install new 1.25" Riser Rated Corrugated innerduct	235	feet
Provide and install new 12 strand indoor riser rated OS2 Singlemode fiber optic cable through innerduct – including termination and storage lengths	395	feet
Provide and install 36 Port capacity Wall Mount Termination/Splice Panel inside Building Entry point	1	each
Provide and install 36Hx32Dx24W wall mount data cabinet	1	each
Terminate Fiber to Wall Mount Termination Panel (12 strands x 3 cables)	36	Terminations
Provide and install 24 port Rack Mount Termination Panel inside Data Room and inside Wall Mount Cabinet	2	each
Terminate Fiber to Rack Mount Termination Panel	24	each
Test Fiber Connection with OTDR and PMLS between Activity Center and City Hall	12	Tests

City of Sheboygan Activity Center Fiber Optic Connection Technical Specifications

Section T6 CONTRACTOR PROVIDED MATERIALS

T6.01 Contractor Provided Material List

1. Underground Plowduct – 2" inside diameter first-run SDR-11 HDPE Orange smooth exterior/smooth interior. Carlon A13C6N1JNNA or approved equivalent.
2. 1800 pound mule tape – Carlon TL38203 or equivalent.
3. Locate Wire – #12 AWG HDPE jacketed, steel core copper clad wire. Pro-Trace #HDD-CCS-PE45 or equivalent.
4. Split Duct Plug – 2" outside diameter split plugs with interior port diameter sufficient for cable size. Carlon or equivalent.
5. Small Handhole – Quazite #PG2436BB36 Base / #PG2436HH21 ANSI Tier 22 1-piece Cover – no equivalent.
6. Flush Mount Locate Station – Handley Industries #T2IC5F1LMQ or approved equivalent.
7. Ground Rod – 5'x1/2" copper clad ground rod. Non-manufacturer specific.
8. 2" Galvanized Steel Pipe – Non-manufacturer specific.
9. NEMA 3R Enclosure – Screw Cover, Galvanized, Paint Finish, 12" x 12" x 6" (Hoffman A12R126 or equivalent)
10. 1/2" Galvanized Steel Pipe – Non-manufacturer specific.
11. Outdoor Rated Outlet Box with Cover – single gang outdoor rated outlet box with steel 2-screw gasket and cover. Non-manufacturer specific.
12. 12 Strand OS2 rated Singlemode Loose Tube All-Dielectric outdoor rated fiber optic cable (Commscope D-012-LN-8W-F12NS or equivalent).
13. 1.25" Corrugated Riser Rated Innerduct (Carlon DG4X1C or equivalent).
14. 12"x12"x6" Type 1 pull box fitted with a screw cover, Non-Manufacturer Specific.
15. 12 Strand OS2 Indoor Riser rated Singlemode fiber optic cable (Corning 012E81-33131-24 or equivalent).
16. 1RU Fiber Termination Panel – Sliding Tray, 3 Adapter panel capacity, black, steel equipped with 12 strand LC-UPC OS2 Singlemode Pigtail and 12 port LC-UPC Bulkheads (TCS FLP-03B-02101-301-01001 or equivalent).
17. Wall Mount Data Cabinet – Black – Plexiglass Door – reversible Mount – Vented. (Great Lakes GL36WMCMP-B-SH-00-00 or equivalent).
18. Wall Mount Termination Panel – CORE Dual Door, 036 LC/UPC Capability, Loaded, with (3) 6 ct. Duplex LC/UPC Singlemode, Blanks, (1) 12 ct. Splice Trays, (3) 12 ct. Sub-Distribution Style Pigtail – (TCS part # From Manufacturer or equivalent).
19. Consumables and Installation hardware – Contractor required consumables for the installation of all the above items and Owner-provided items per these Request for Bid Documents.

T6.02 Contractor Completion Clause

The Contractor is required to complete the installation with the material included in their Bid response.

CITY OF SHEBOYGAN ACTIVITY CENTER FIBER OPTIC CONNECTION PROJECT

PROJECT OWNER:
CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI. 53081

PROJECT ENGINEER:
MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC.
CONTACT: DAN BECKER
FIBER OPTIC NETWORK SPECIALIST
PO BOX 11064
GREEN BAY, WI 54307
PH: 920-301-7900 EXT. 1002
EMAIL: dbecker@mcewi.com

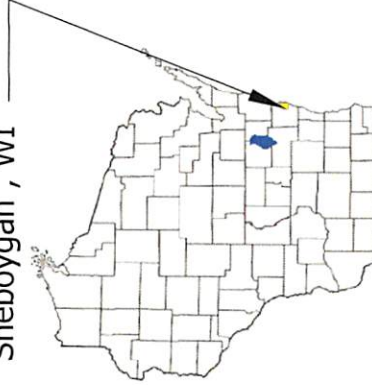
PROJECT DRAFTER:
MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC.
CONTACT: DAN BECKER
FIBER OPTIC NETWORK SPECIALIST

PERMITS REQUIRED:
CITY OF SHEBOYGAN RIGHT OF WAY PERMIT

TABLE OF CONTENTS:
TITLE PAGE

OVERVIEW PAGE
EROSION CONTROL BMP (1 PAGE)
PLACEMENT GUIDELINES (3 PAGES)
SCALED 1:50 SHEETS (4 PAGES)
INTERIOR DIAGRAM

Project Location Sheboygan, WI



CALL DIGGERS HOTLINE 3 DAYS BEFORE DIGGING.
AT 811 OR (800) 242-6811
EMERGENCY ONLY (24/7) (262) 432-7910

ALL UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. UTILITY INFORMATION WAS PROVIDED IN RESPONSE TO PLANNING LOCATE REQUESTS. CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF MUNICIPAL AND PRIVATE UTILITIES. COMPLETE REPAIR OF ANY AND ALL DAMAGES & RESTORATION INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR. FACILITY PLACEMENT SUBJECT TO CHANGE UPON FIELD LOCATE COMPLETION.

RIGHTS-OF-WAY ARE DEPICTED BASED ON FIELD OBSERVATIONS AND THE LATEST STATE AND COUNTY RECORDS AVAILABLE.

COORDINATE SYSTEM: HARN/WI.ShebyganWI-FOOT

Legend

— Telco	● Manhole	— Fiber Ped	— Street Light	— Culvert
— Cable TV	○ Utility Pole	— Electric Ped	— Pole Anchor	— Railroad Light
— Electric	⊗ Power Pole	— Telco Ped	— Aerial Fiber	— Traffic Light
— Gas	⊗ Power Transformer Pole	— Cable TV Ped	— Overhead Guy	— Pull Box
— Water	⊗ Traffic Control Box	— Sanitary Sewer	— Pole Expansion Loop	— Tree
— Storm Sewer	⊗ Electric Transformer	— Private Fiber Optic	— Aerial Splice	
— Private Fiber Optic	⊗ Gas Valve	— New Underground Fiber	— Standoff	
— Existing Underground Fiber	⊗ Water Valve	— New Handhole		
— Existing Handhole	⊗ Fire Hydrant	— Catch Basin		
— Locate Station	⊗ Round Catch Basin			

Typical Install Depth is 36"



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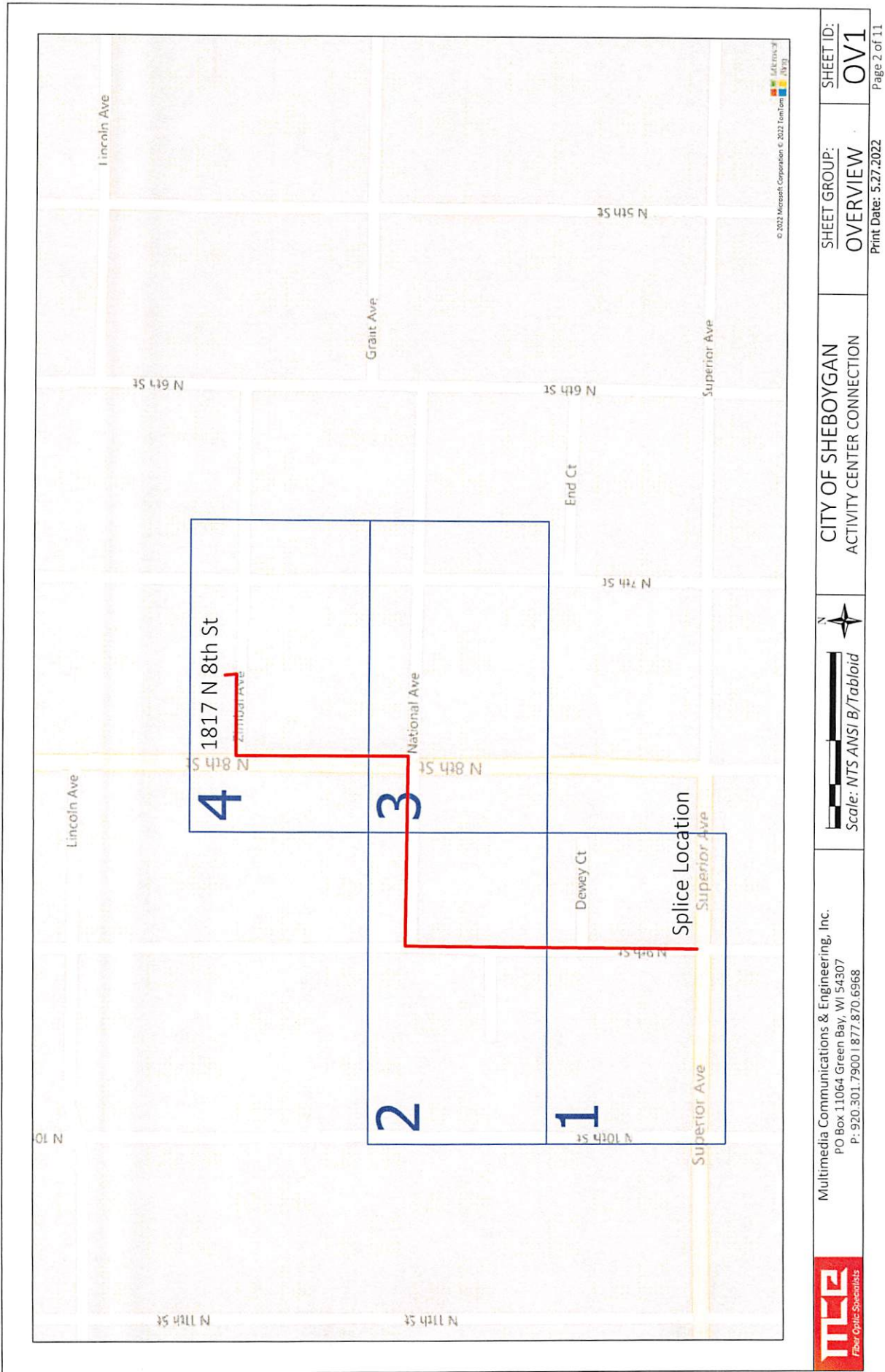


CITY OF SHEBOYGAN
ACTIVITY CENTER CONNECTION

SHEET GROUP:
COVER SHEET

SHEET ID:
CS1

Print Date: 5.27.2022
Page 1 of 11



EXCAVATIONS

Excavations shall not remain open in excess of 24 hours unless specific permission is obtained from the City Engineer. In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed and the trench shall be backfilled with flow-able filled slurry mix.

At no time can spoils or other debris be stored or piled in the street gutter.

Excavation stock piling must remain within the public right of way and cannot be placed on or impede any roadways, driveways, sidewalks, or fire hydrants. Any areas that have minimal public right of way available must stock pile the excavated material on a truck bed or trailer. No stock piling of excavated material will be allowed on private property.

Excavations are to remain outside of wetland areas. All excavations must have proper erosion control practices to prevent stock piled materials from entering wetland areas.

Excavations are to remain 75' from the high-water mark of and waterway. Any excavations must have proper erosion control practices to prevent stock piled materials from entering waterways.

EROSION CONTROL PLAN

Any open excavations, construction areas or standing debris piles that pose the threat debris runoff will require erosion control practices such as placing silt socks, placing hay bales, or placing silt fencing down-drill of the area.

The Contractor must employ the following good housekeeping practices that will prevent the ingress of any excavated materials into the Municipal storm water system:

- 1) Cover Storm Sewer Inlet with DOT Filter Fabric (DOT Type FF, not felt or silt fence material) near areas where excavation and directional drilling operations occur. DOT Type C Inlet protection standards apply (2x4 across back of inlet with DOT Filter Fabric over inlet held in place by inlet cover).
- 2) Inlet Protection including waddles (fiber filled filter socks) around drains to prevent debris from entering the storm sewer system are required at any low area inlets.

- 3) Place Silt Fence Barrier around excavation per below typical specification Diagram. Silt Fence to be inspected prior to excavation.

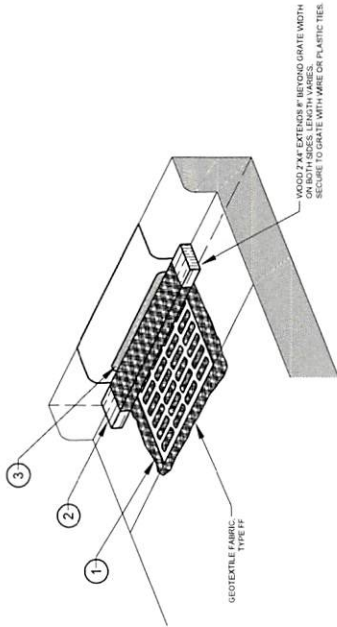
- 4) Protect graded restoration area using fibrous matting to prevent erosion into Storm Water Management System.

- 5) Place temporary soil stabilization materials to prevent erosion into Storm Water Management System.

All erosion control measures shall be inspected on a weekly basis and/or after 1/2" or more of rainfall to ensure the effectiveness of the erosion control measures.

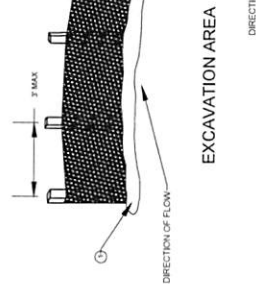
INLET PROTECTION

- 1) FINISHED SITE INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10' AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- 2) FOR INLET PROTECTION, TYPE C (WITH CURB BOUL) AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WADDLE AND SECURED WITH STAPLES.
- 3) THE WADDLE SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING TO FACILITATE OVERFLOW DRAINAGE DURING HIGH WATER EVENTS.



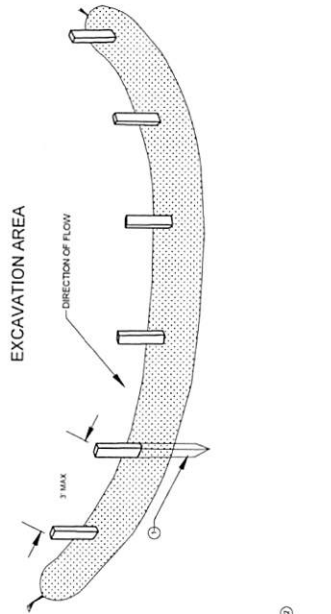
SILT FENCE

- 1) MINIMUM BLACK DIRT CURB BATTERY OF 3x6 SILT FENCE TO PREVENT SEDIMENT EGRESS FROM EXCAVATION AREA.
- 2) STAKE 12" MINIMUM DEPTH INTO GROUND.



SILT SOCK

- 1) STAKE 12" MINIMUM DEPTH INTO GROUND.



DEWATERING

Dewatering of pits, trenches, handholes, or manholes must be done with the use of a sediment bag, a straw bale dewatering basin, or approved equivalent. All dewatering procedures must meet or exceed state standards. All Vacuum Excavation spoils are to be transported and disposed of offsite at an approved dumping station. Dewatering is expected to be negligible given the depth of installation and the nature of the directional boring operations for this project.

FRAC-OUT CONTINGENCY PLAN

Boring activities and bore path are to be continually monitored to observe potential frac-outs. Erosion control materials are to be accessible and onsite should a frac-out occur. Acceptable materials include silt fence, straw bales, and sand bags. As soon as a frac-out is discovered, erosion control must immediately be implemented around the frac-out material (bentonite-water mixture). A vacuum excavation machine is to be accessible on short notice to clean any frac-out material should it occur.

RESTORATION

The Contractor may be allowed to mechanically core through hard surface streets to locate existing utilities provided that the restoration of the core be performed per the specific requirements of the Municipality or Agency having jurisdiction. Core holes must be backfilled with a slurry mixture as specified by the DOT per permitting requirements. The original Concrete or Asphalt core can then be replaced using Plug and Epoxy method.

Potholing is not allowed in ADA compliant or non-compliant pedestrian ramps. Any hard surface excavations within any panels at the Contractor's expense.

At no time can the Contractor perform any excavation that undermines the adjacent in-situ surfaces, thereby making vertical mechanical compaction impossible and creating future potential for subsurface failure. This scenario will result in the replacement of the effected hard surface to the permitting authority's specifications.

All disturbed lawns, vegetation, flowers, shrubbery, trees, landscaping, etc. must be replaced or restored to its previous condition or better. Lawn repair will require a minimum of 4" of black dirt and municipal approved grass blends are to be applied.

All areas of restoration using Black Dirt and Seed must be protected with biodegradable net-free fibrous matting. Placement of loose straw or other materials that can be easily blown away or otherwise eroded/removed from the restored area will not be permitted. Fibrous matting materials will must be included in the Contractor Cut Sheets and approved by the Owner for use prior to placement.



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CITY OF SHEBOYGAN
ACTIVITY CENTER CONNECTION

SHEET GROUP:
EROSION CONTROL

SHEET ID:
EC

Print Date: 5.27.2022
Page 3 of 11

SECTIONS 1 is only included in the Project Bidding Documents

Section T2 UNDERGROUND CONSTRUCTION GUIDELINES

T2.01 Duct Placement Guidelines

The Contractor is responsible to provide all duct, handholes, locate posts, locate stations, locate wire, and pull rope as part of their installation responsibilities. The HDPE Duct part number referenced in Section T6 - Contractor Provided Materials, references a duct that includes a mule tape for cable installation. The Contractor will be required to provide all mule tape necessary for cable installations whether it be included with the duct at the time of purchase or provided and installed separately.

All ducts will be placed on the routes identified in the attached CAD Plans. All ducts must maintain a minimum horizontal clearance zone of 18" when paralleling other underground utilities with the exception of Municipal Water, Sewer, and Storm where a 5' horizontal clearance and 24" vertical clearance is required. The routes on the attached CAD plans have taken all applicable additional clearances into consideration.

All underground ducts must be placed a minimum of 36" below finished grade wherever possible. Instances where the duct must be placed at a shallower or drastically deeper depth must be brought to the attention of the Project Manager prior to installation.

The Owner's Project Manager will be on site to coordinate and mark the duct placement route and handhole locations once all locates have cleared. Routes will be marked with the use of paint and flags. The Contractor must not place duct along the route without first reviewing the individual areas with the Project Manager. This measure is designed to avoid instances where the new duct may encroach the restricted clearance zones of other utilities or extend outside the Right of Way.

All exposed duct ends must be covered with a temporary plug or adequately sealed with duct tape to prevent the ingress of dirt, water, and debris prior to the installation of the cable, locate wire, and mule tape.

All empty ducts (if any) must be sealed using properly sized duct plugs.

Where ducts are coupled together, the contractor must use an aluminum threaded coupler.

T2.02 Handhole Placement Guidelines

The Contractor may be required to place new Large 36"x60"x36" pre-cast handholes, Medium 30"x48"x36" pre-cast handholes, Small 24"x36"x36" pre-cast handholes, or Extra Small 17"x30"x24" pre-cast handholes along the route as shown on the project CAD Plans. Large Handholes must be Quazite PG36048BH21 Extra Heavy Duty (ANSI Tier 22) 2-piece lid marked "Fiber Optics". Medium Handholes must be Quazite PG3048BH21 Extra Heavy Duty (ANSI Tier 22) 2-piece lid marked "Fiber Optics". Small Handholes must be Quazite PG2436BH21 Extra Heavy Duty (ANSI Tier 22) 1-piece lid marked "Fiber Optics". Extra Small Handholes must be Quazite PG1730BH21 Heavy Duty (ANSI Tier 22) 1-piece lid marked "Fiber Optics". Manufacturer substitutions or equals will not be allowed for the handholes and lids.

The handholes must sit parallel with adjacent streets, buildings, or other structures and must be flush with all surrounding surfaces, and if installed on a slope or grade the handhole must follow the contour of the grade as much as possible.

The installed handholes must sit atop a 12" bed of ¾" washed, crushed stone for drainage - pea gravel or other stone smaller than ¾" is not an acceptable base for drainage. All fill around the Handhole must be mechanically compacted in 12" layers to within 8" from the top to prevent settling.

Inside each new handhole the Contractor will be required to install a single 5' long by 1/2" diameter copper clad ground rod. The ground rod must not protrude more than 6" above the surface of the crushed stone bed. After ground rod installation, the Contractor must equip the top with a conductor clamp that will allow the Contractor to tie a locate wire to the end.

T2.03 Locate Wire and Post/Station Placement Guidelines

All locate wires will be installed outside the duct. A suitable locate wire for this purpose is identified within the Contractor-provided materials list in Section 6.01.

The Contractor will be required to install flush mount locate stations or above grade locate posts adjacent to handholes identified on the CAD Drawings. The locate stations and posts will be used to access the locate wires for future locating purposes.

Between the handhole and locate station or post the contractor must install a short length of 1-1/4" underground plowduct. This will facilitate the installation of the locate wires into the post from the handhole.

At no time will a locate station or post be installed in a location where it impedes or can be damaged by the removal of the handhole lid.

At the below grade building entry point the locate wire must be run above grade using ½" galvanized steel conduit. Locate wire will be housed in a single gang outdoor rated outlet box approximately 4' above grade.

T2.04 Mule Tape Installation Guidelines

The Contractor will be required to install a single 1,800 lb mule tape within the plowduct during the installation of the fiber optic cable.

T2.05 Fiber Optic Cable Installation Guidelines

The Contractor can install the fiber optic cable by hand or with the use of pneumatic/hydraulic installation equipment. However the means of installation, the Contractor must take care to not exceed the cable's maximum pulling tension (typically 600lbs). The Contractor must utilize a breakaway/swivel device at all times while installing the fiber optic cables. Multiple swivels must be used, one for the cable, and another set 8' back from the first for the mule tape.

At each handhole the Contractor must store a cable slack loop (Slack Loop length noted on the CAD Plans) neatly coiled and labeled with a permanent label, identifying the Cable's owner and identifying the specific cable strand count. Suitable labels for this purpose are Panduit #PST-FO.

Following cable installation all occupied ducts must be plugged using a split plug appropriately sized to accommodate the cable diameter - do not use foam, putty, or tape to plug any duct. All spare ducts must be sealed using properly sized duct plugs.

Instances where multiple ducts are being placed, all cables and mule tape will be installed inside one duct, while the other duct will only contain mule tape for future installations.

T2.06 Underground Installation Documentation

The Contractor will be required to provide bore logs showing rod placement dates and depths as well as redline drawings showing cable placement and cable footage sequential markings within the underground duct and interior piping.

Section T3 INTERIOR CONSTRUCTION GUIDELINES

T3.01 Above Grade Building Penetration

Where the underground plowducts extend to the exterior of a building whose entry point is above grade, the Contractor is required to transition below grade from each plowduct to a Galvanized Rigid Steel pipe that extends up the side of the exterior wall to an elevation shown on the accompanying Interior Drawings. At the below-grade transition point where the rigid pipe meets the plowduct, the Contractor must utilize a watertight fitting that is rated for underground use (Durulene 20001845 or approved equivalent). The Project Manager must approve the final location of building risers.

At the top of the rigid pipe run, the Contractor must install a 12"x12"x6" NEMA 3R rated pull box over a 2" core hole and aligned so the building core is situated at the top of the pull box. The core into the building must then be sleeved with EMT. Interior EMT extending to a termination room can extend through the core to satisfy this sleeve requirement, however instances where Interior EMT is not being placed the Contractor must sleeve the core with EMT and securely fasten the sleeve to the exterior pull box and inside the building. All sleeves/EMT ends must be equipped with collared fittings to avoid cable damage.

Extending from 12" below grade the contractor must install a 1/2" Rigid Steel pipe up to an elevation of 4 feet from the ground or as noted on the CAD interior drawings. This pipe will house the locate wire that runs back to the nearest locate post or housing along the plowduct path. At the top of this 1/2" pipe the Contractor must install a steel single gang outdoor outlet box with waterproof cover. A 12' coil of Locate wire must be housed inside the single-gang outlet box. All exterior pipes and boxes must be securely fastened to the building wall with anchors and fastening hardware suitable for a permanent installation into the materials comprising the wall.

T3.02 Interior Workmanship

Contractor shall take precautions to ensure that dust and debris associated with the project is contained within the work area and not allowed to spread into other areas of the site. Equipment or materials, which cannot be moved, shall be covered by the Contractor to prevent contamination or damage.

All materials used by the Contractor shall be certified asbestos-free by the manufacturer. There will be no exceptions. A letter from the Contractor certifying that no asbestos-containing materials were used shall be provided upon request.

Contractor shall assure that any and all equipment used on this project will be handled and operated in conformance with OSHA safety requirements.

Contractor shall advise the owner whenever work is expected to be hazardous to building occupants.

Contractor shall maintain fire extinguisher within easy access whenever power tools, flammable materials or heat producing devices are being used.

Contractor shall advise the owner when volatile materials are to be used near air ventilation intakes or near occupied spaces so that action may be taken to prevent degradation of indoor air quality.



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Scale: NTS ANSI B/Tabloid

CITY OF SHEBOYGAN
ACTIVITY CENTER CONNECTION

SHEET GROUP:
PLACEMENT DETAILS

SHEET ID:
P1

Print Date: 5.27.2022

Page 4 of 11

T3.03 Interior EMT/Innerduct Installation

The Contractor must take all necessary precautions to prevent activation of building alarms, such as fire or security. Conduits that enter rooms that are sealed for the sake of Halon release systems must be sealed to ensure that the room's integrity is maintained.

Where the interior conduit or innerduct passes through any non-concrete/block wall the Contractor must create a hole through the wall only large enough for the conduit to pass through, then seal around the conduit with ASTM E814 (UL 1479) approved fire stop materials.

Prior to cutting or coring into or through any building structure the Contractor must review the core location with the Project Manager.

At each end, and along any interior EMT conduit or innerduct path approximately every 10 feet, the Contractor must label the EMT with a warning label identifying the contents as a fiber optic cable. Suitable labels are Panduit's #PCV-FOB.

Along any interior EMT conduit or innerduct path the Contractor may be required to install 12"x12"x6" Type 1 pull boxes fitted with a screw cover for pulling assistance and a 24"x24"x8" Type 1 pull box fitted with a screw cover for cable storage as shown on the CAD interior plans. At every pull box (and building entry box) the Contractor must use screw type fittings to attach the conduit to the box. Pull boxes are required every 100' or when the total bend radius is to exceed 180 degrees.

Any interior 2" conduit must be bonded to a ground point at each building. The Project Manager will determine the ground points. Cable used to Bond the EMT to the Building Ground Electrode will be no smaller than a #6 AWG Stranded copper and must have a green jacket suitable for interior use.

T3.04 Interior Cable Installation

Contractor must install the cable along the path shown on the accompanying CAD Plans.

Instances where the interior path uses existing Innerduct, EMT, or other pipe that does not contain an existing pull rope, the contractor may be required to fish the existing pathway and install a pull rope to aid in the installation of the Fiber Optic Cable.

Following the installation of the fiber optic cable through the exterior and interior EMT conduit or innerduct, the Contractor must seal the conduit or innerduct ends (where the EMT enters the outside pull box and where the EMT enters the termination room) with ASTM E814 (UL 1479) approved fire stop materials.

Section T4 CABLE SPLICING TERMINATION AND TESTING GUIDELINES

T4.01 Cable Pre-Acceptance Testing

The Contractor crews must perform "pre-acceptance testing" with an Optical Time Domain Reflectometer (OTDR) on each fiber optic cable reel. The pre-acceptance testing will verify the performance of the cable prior to it being installed. Pre-acceptance testing must be performed on every cable strand at 1310nm and 1550nm only from the exposed end of the cable. Test results must be provided to and approved by the Project Manager prior to installation.

T4.02 Outdoor Fusion Splicing

The Contractor will be required to Fusion Splice the fiber optic cables at each of the splice points identified below.

Superior Avenue Splice - Splice all 12 strands from the new cable to the Ribbon 7 (red) of the existing 432-strand fiber optic cable inside the existing FOSC 600 Series Splice case. Strands 1-6 of the 12 FOC will splice to 73-78 of the 432 FOC South direction - Strands 7-12 of the 12 FOC splice to 73-78 of the 432 FOC West direction.

T4.03 Indoor Fiber Termination

All cable terminations will be performed by splicing factory terminated fiber optic cable pigtail(s) to the ends of the fiber optic cables. Contractor must supply all termination panels, pigtail(s), and consumables necessary to complete the terminations as described in the CAD Interior Plans.

T4.04 Fusion Splicing Equipment

All cable strand splicing will be performed using a fusion splice machine that is capable of splicing within a 0.2dB loss tolerance and equipped with either live monitoring or a Local Injection Detection (LID) testing system, thus ensuring the splice quality while the splice is set up in the machine.

All splices will be protected with appropriate fusion splice sleeves fitted with steel-reinforcing rod(s) (provided by the Contractor)

T4.05 Cable Testing

Following the splicing and termination procedures the Contractor will be required to test each strand using an OTDR and Power Meter Light Source (PMLS) at 1310nm and 1550nm. Each terminated strand will be tested between the sites with both devices at both wavelengths. This totals 8 tests per strand. All OTDR tests must be performed using a launch cable that is at least 500 meters in length thus allowing a full view of the initial pigtail connector/splice event loss. Testing will take place between the New Activity Center and Sheboygan City Hall located at 828 Center Avenue, Sheboygan, WI 53081.

T4.06 OTDR Viewing Software

Prior to the OTDR testing the Contractor must provide a copy of the OTDR viewing software that is capable of allowing a user to electronically review the test results. This does not need to be a licensed copy, just one that allows the user to view traces in their native (non-pdf) format.

T4.07 Test Documentation

Following the OTDR testing the Contractor must provide the Owner with one electronic copy of each test performed. Prior to testing, the Contractor will be provided with the strand identification and labeling plan, the electronic copies of the test results must match the labeling scheme provided to the Contractor.

Following the PMLS testing, the Contractor must provide the Owner with test results showing the total link loss between each site along with the average loss for each strand. The test results must be provided on any Windows® compatible electronic spreadsheet. Each cable strand tested must be labeled per the Owner-provided labeling scheme. This labelling must accompany each test results.

T4.08 Optical Loss Budget

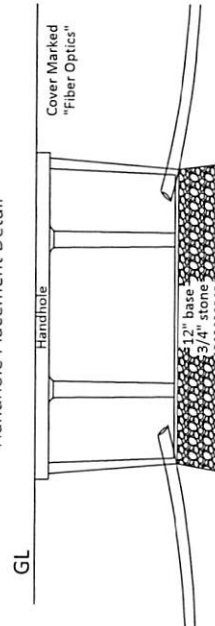
The Contractor will be provided with optical link budgets for each installed cable strand. Budget losses are calculated by measuring the total link loss between sites, and then averaging the measurements from both directions using the parameters identified in Table 1 below. The test results provided to the Project Manager must confirm that 100% of all installed strands perform within the optical loss budget and within the specific tolerances for individual events identified in Event Loss Table below.

Note that even though a link loss test may show a loss that is within the optical budget, any event shown by the OTDR report that exceeds its thresholds listed in the Table will result in a failed test result and must be remedied prior to system acceptance by the Owner. Instances where individual tolerances cannot be met must be reviewed with the Project Manager prior to completion.

Event Loss Table

Event	Wavelength	Threshold (dB)
Coupler Loss	1310nm	0.4dB
	1550nm	0.4dB
Splice Loss	1310nm	0.2dB
	1550nm	0.2dB
Cable Attenuation	1310nm	35dB/Km
	1550nm	25dB/Km

Handhole Placement Detail



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CITY OF SHEBOYGAN

ACTIVITY CENTER CONNECTION

SHEET GROUP:

PLACEMENT DETAILS

SHEET ID:

P2

Print Date: 5.27.2022

Page 5 of 11

T5.01 Use of Quantities Shown

The following lists only represent a high-level overview of the tasks associated with each individual project and should not be solely relied upon for bidding purposes. It is the Contractor's responsibility to thoroughly review the project routes, CAD Plans to calculate their own quantities and footages to complete the project as outlined in this document. The Bid amount must be adequate to fulfill the intent of the entire project.

T5.02 Construction Quantities

This project consists of the following high-level tasks. It is the contractor's responsibility to verify their own quantities prior to submitting their bid.

SHEBOYGAN ACTIVITY CENTER FIBER OPTIC CONNECTION - LABOR UNITS		
Item Description	Quantity	units
Provide and install New 2" SDR-11 HDPE Duct via Directional Bore	1,735	feet
Provide and install new 24x36x36 Tier 22 Handhole and cover over existing duct	2	each
Provide and install new 12 strand outdoor rated OS2 Singlemode fiber optic cable through new 2" HDPE Duct and building entry duct - including slack loops.	2,235	feet
New Building Entry Galvanized 2" pipe installation	10	feet
New 12x12x6 NEMA 3R Building Entry Pull Box Installation	1	each
New Building Entry Galvanized 1/2" pipe installation	5	feet
New Weatherproof Single Gang Outlet Box Installation	1	each
Splice new 12 FOC into existing 432 strand backbone in Superior Avenue existing 600 Series Splice case	12	splices
Provide and install new 1.25" Riser Rated Corrugated innerduct	235	feet
Provide and install new 12 strand indoor riser rated OS2 Singlemode fiber optic cable through innerduct - including termination and storage lengths	395	feet
Provide and install 36 Port capacity Wall Mount Termination/Splice Panel inside Building Entry point	1	each
Provide and install 36Tx32Dx24W wall mount data cabinet	1	each
Terminate Fiber to Wall Mount Termination Panel (12 strands x 3 cables)	36	Terminations
Provide and install 24 port Rack Mount Termination Panel inside Data Room and inside Wall Mount Cabinet	2	each
Terminate Fiber to Rack Mount Termination Panel	24	each
Test Fiber Connection with OTDR and PMLS between Activity Center and City Hall	12	Tests

Section T6 CONTRACTOR PROVIDED MATERIALS

T6.01 Contractor Provided Material List

- Underground Plowduct - 2" inside diameter first-run SDR-11 HDPE Orange smooth exterior/smooth interior. Carlon A136GNT JNNA or approved equivalent
- 1800 pound made tape - Carlon TL38203 or equivalent.
- Locate Wire - #12 AWG HDPE jacketed steel core copper clad wire. Pro-Trace #HDD-CSS-PE-45 or equivalent.
- Split Duct Plug - 2" outside diameter split plugs with interior port diameter sufficient for cable size. Carlon or equivalent.
- Small Handhole - Quazite #PG2436BB36 Base / #PG2436HH21 ANSI Tier 22 1-piece Cover - no equivalent.
- Flush Mount Locate Station - Handley Industries #72C5F1LMQ or approved equivalent.
- Ground Rod - 5x1/2" copper clad ground rod. Non-manufacturer specific.
- 2" Galvanized Steel Pipe - Non-manufacturer specific.
- NEMA 3R Enclosure - Screw Cover, Galvanized, Paint Finish, 12" x 12" x 6" (Hoffman A12P126 or equivalent)
- 1/2" Galvanized Steel Pipe - Non-manufacturer specific.
- Outdoor Rated Outlet Box with Cover - single gang outdoor rated outlet box with steel 2-screw gasket and cover. Non-manufacturer specific.
- 12 Strand OS2 rated Singlemode Loose Tube All-dielectric outdoor rated fiber optic cable (Commscope D-012-LN8W-F12NS or equivalent)
- 1.25" Corrugated Riser Rated Innerduct (Carlon DG4X1C or equivalent).
- 12"x12"x6" Type 1 pull box fitted with a screw cover, Non-Manufacturer Specific.
- 12 Strand OS2 Indoor Riser rated Singlemode fiber optic cable (Corning 012E81-33131-24 or equivalent)
- 1RU Fiber Termination Panel - Sliding Tray, 3 Adapter panel capacity, black, steel equipped with 12 strand LC-UPC OS2 Singlemode Pigtail and 12 port LC-UPC Bulkheads (TCS FLP-GB402-101-30-0-001 or equivalent)
- Wall Mount Data Cabinet - Black - Plexiglass Door - reversible Mount - Vented (Great Lakes GL36WMCMP-B-SH-00-00 or equivalent)
- Wall Mount Termination Panel - CORE Dual Door, OS2 LC/UPC Capability, Loaded, with (3) 6 ct. Duplex LC/UPC Singlemode Blanks, (1) 12 ct. Splice Trays, (3) 12 ct. Sub-Distribution Style Pigtail - (TCS part # From Manufacturer or equivalent).
- Consumables and Installation hardware - Contractor required consumables for the installation of all the above items and Owner-provided items per these Request for Bid Documents.

T6.02 Contractor Completion Clause

The Contractor is required to complete the installation with the material included in their Bid response.



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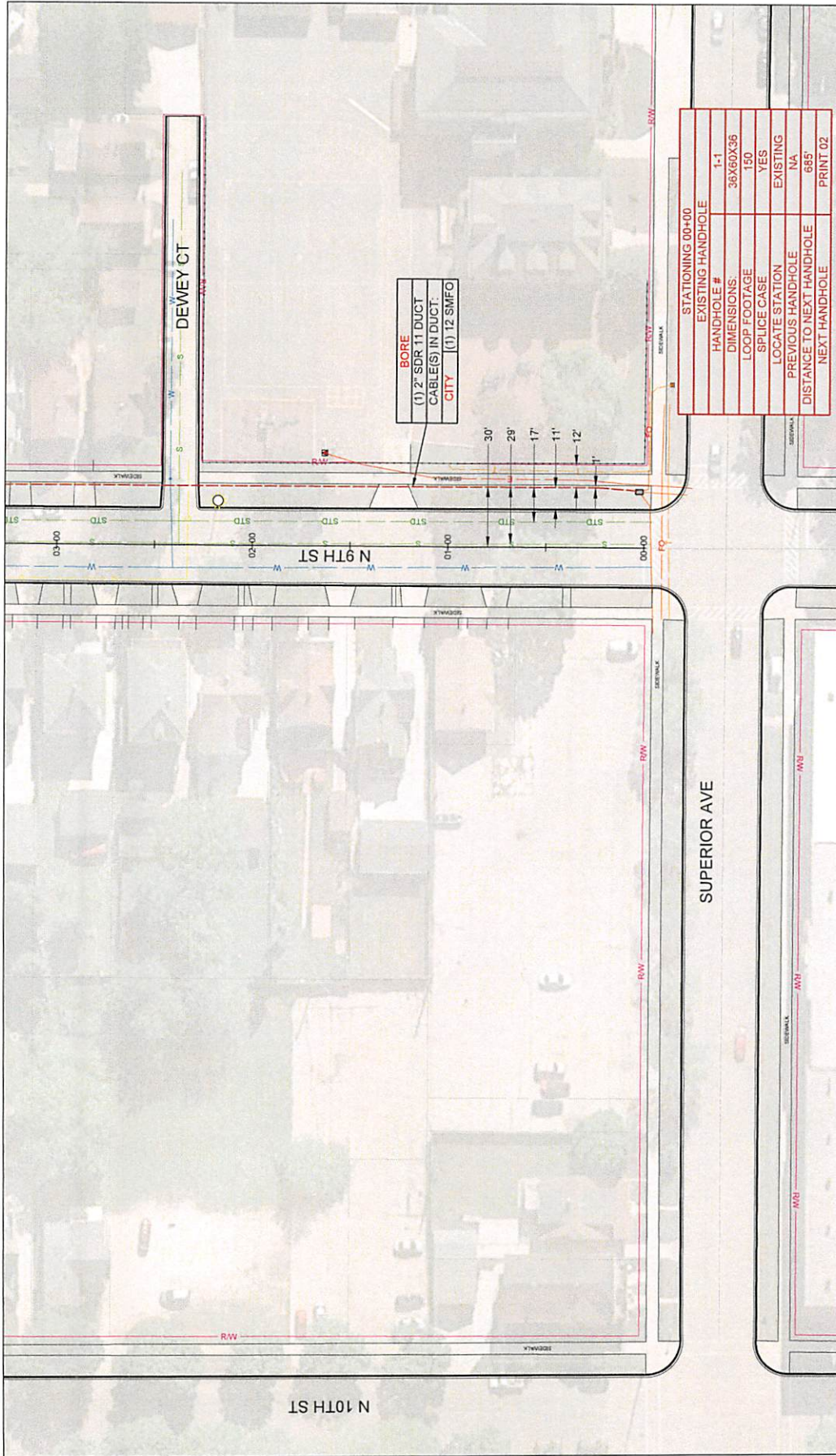
CITY OF SHEBOYGAN
ACTIVITY CENTER CONNECTION

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SHEET ID:
P3

Print Date: 5.27.2022
Page 6 of 11

SEE SHEET 2



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CITY OF SHEBOYGAN
ACTIVITY CENTER CONNECTION

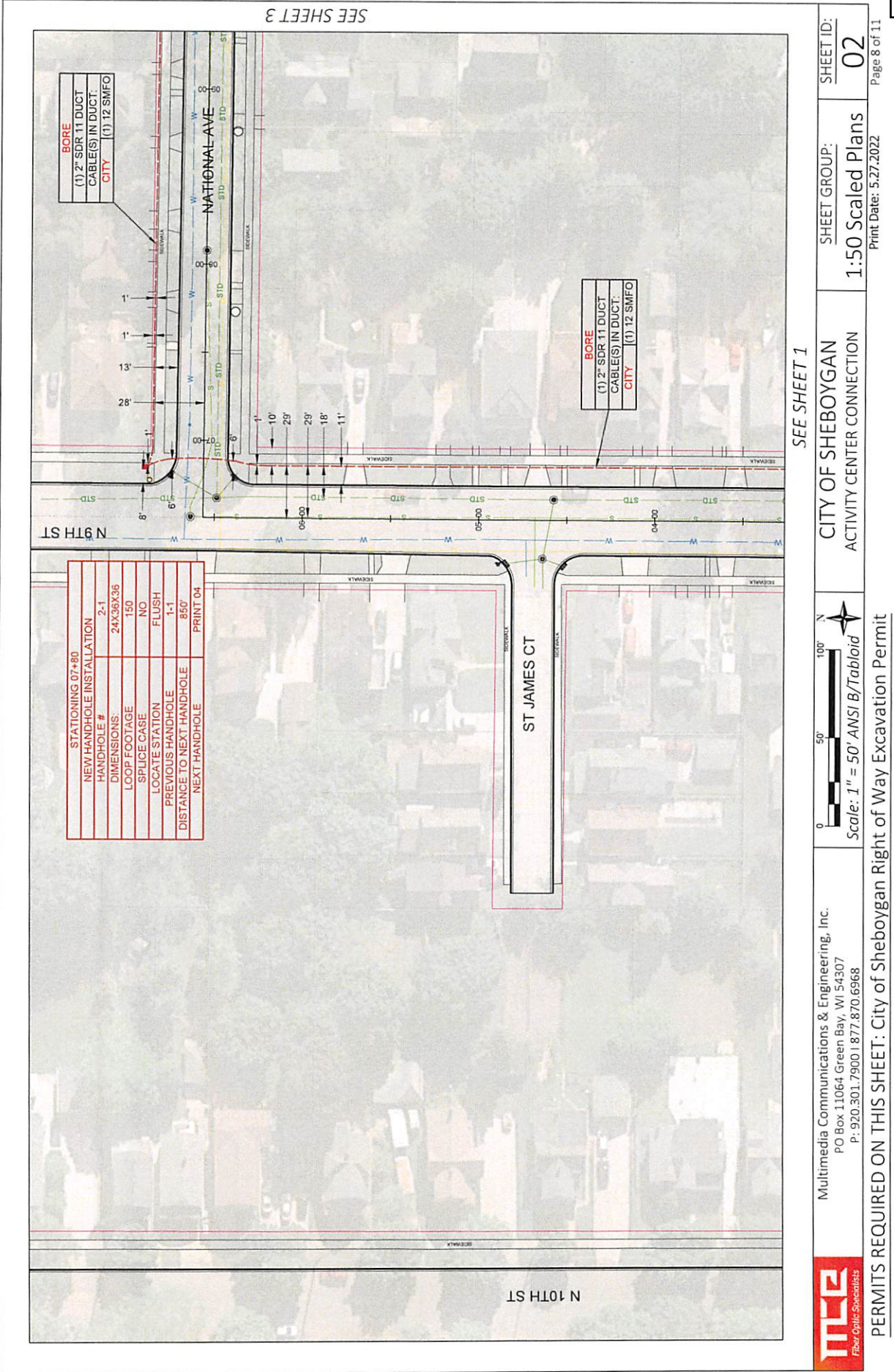
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PERMITS REQUIRED ON THIS SHEET: City of Sheboygan Right of Way Excavation Permit

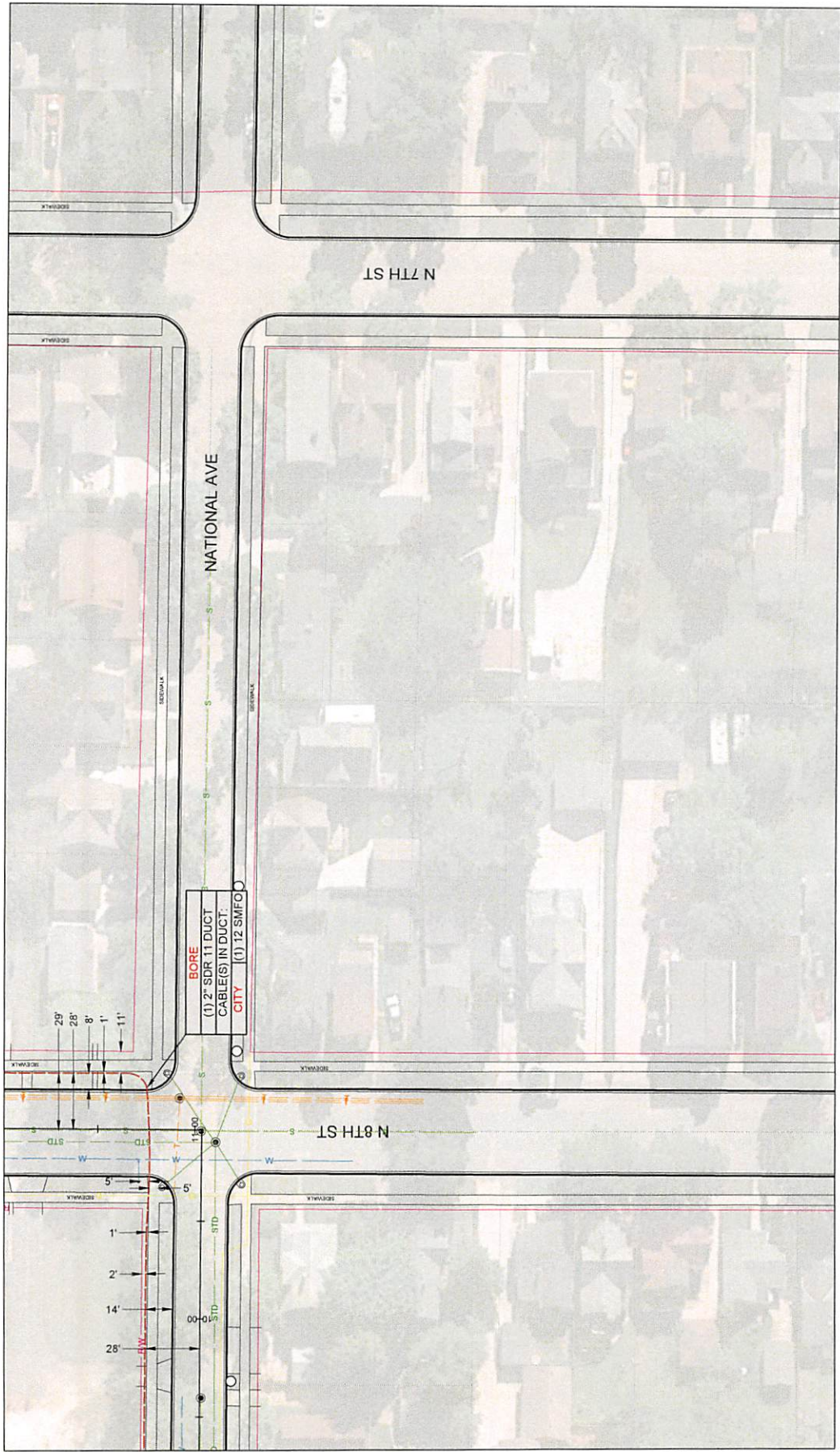
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Page 7 of 11

Item 27.



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SEE SHEET 4



SEE SHEET 2



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CITY OF SHEBOYGAN
ACTIVITY CENTER CONNECTION

SHEET GROUP:
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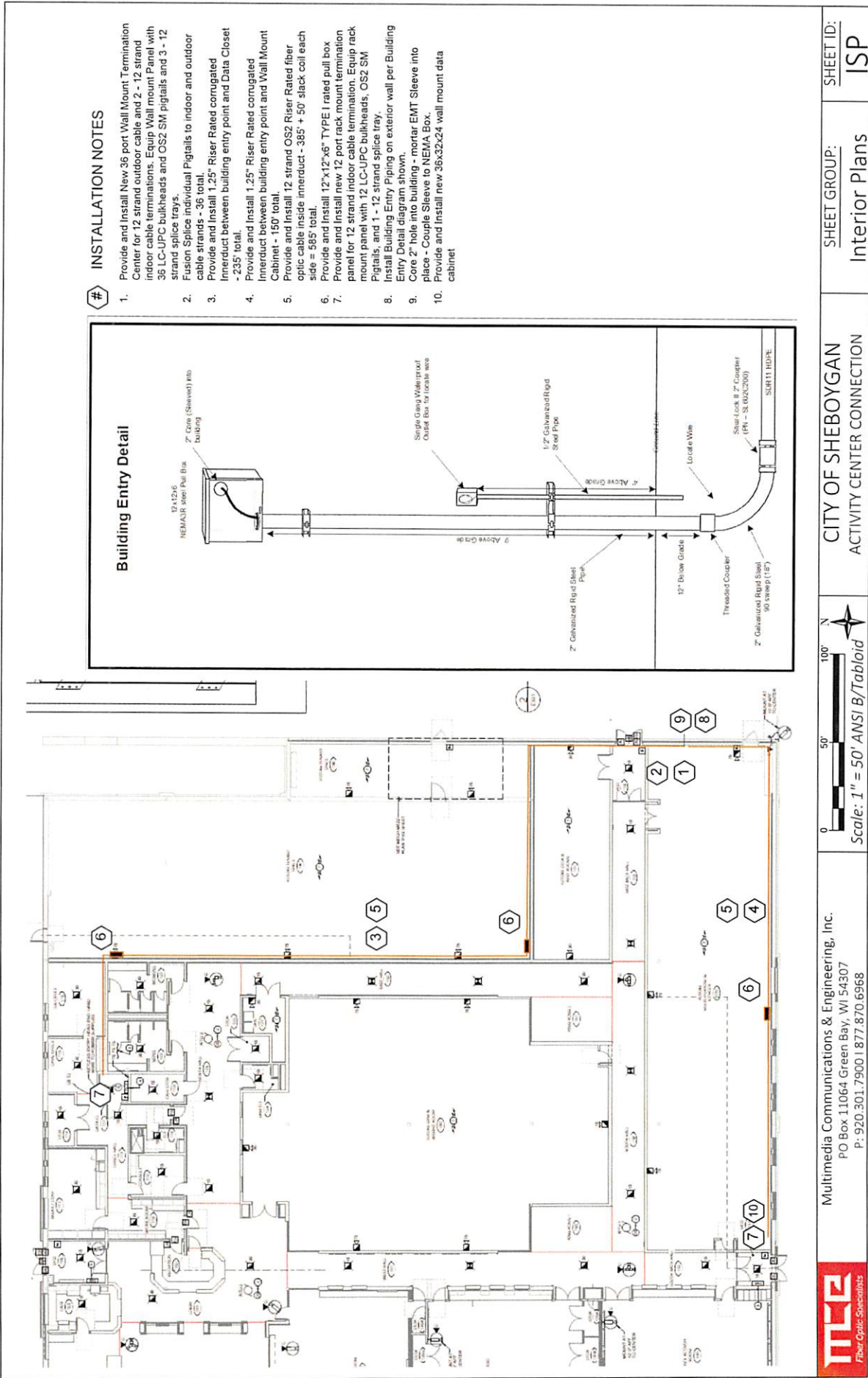
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03

Print Date: 5.27.2022
Page 9 of 11

PERMITS REQUIRED ON THIS SHEET: City of Sheboygan Right of Way Excavation Permit



PERMITS REQUIRED ON THIS SHEET: City of Sheboygan Right of Way Excavation Permit



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Scale: 1" = 50' ANSI B/Tabloid

CITY OF SHEBOYGAN
ACTIVITY CENTER CONNECTION

SHEET GROUP:
Interior Plans

SHEET ID:
ISP

Print Date: 5.27.2022 Page 11 of 11



CITY OF SHEBOYGAN

TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH
FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. **Energy Efficiency.** Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
10. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**
12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
14. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.
15. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30)

days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

16. **Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. **Prohibitions on Discrimination.** Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. **Financial and Program Management** As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3 Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

20.4 SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Contract between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

This form is required only for subrecipient funding of more than \$100,000

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: _____

(Print name of person signing above)

(Print title of person signing above)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Contractor certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Date:

Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)

VI

Item 28.

R. C. No. 48 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
July 18, 2022.

Your Committee to whom was referred Direct Referral R. O. No. 37-22-23 by Finance Director submitting a report to the Finance and Personnel Committee regarding the progress of the Carlson-Dettmann Compensation Study; recommends filing the document.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 37 - 22 - 23. By FINANCE DIRECTOR. July 11, 2022.

Submitting a report to the Finance and Personnel Committee regarding the progress of the Carlson-Dettmann Compensation Study.

BACKGROUND / ANALYSIS:

On June 27th, the Finance and Personnel Committee reviewed a report from the Finance Director requesting guidance on how to mitigate concerns/questions and complete the Carlson-Dettmann Compensation Study. As part of the discussion that day, it was requested by the Committee that a report be shared each meeting moving forward on the progress of various areas of concern. The following notes have been compiled in order to fulfill this request.

The below items were discussed and a brief status is listed below it:

- Human Resource professional involvement

Staff has been working to contract with someone in the absence of an HR Director to sit in on meetings with Department Heads and Carlson-Dettmann.

- Request for a Finance and Personnel Committee meeting with a representative on-site from Carlson-Dettmann available to answer questions and address concerns

Carlson-Dettmann representative, Patrick Glynn, will be at the July 25, 2022 Finance and Personnel Committee. A meeting invitation has been sent out to all Common Council members to make sure they are aware that this discussion will be taking place.

- Communication of the process and results to Common Council and all affected staff

Staff will continue to communicate as necessary throughout the next steps of the process. A report will be given at every Finance & Personnel Committee meeting until study is completed.

- Need for understanding related to data and formulas used to classify positions

A presentation is being prepared to be shared at the July 25th Finance and Personnel Committee meeting.

- Explore if separate scales should be considered for different departments/areas

No update at this time; additional information forthcoming

- Recognition of staff's seniority in the implementation plan

The Finance Director is currently preparing calculations for an implementation plan that would look at different steps for various years of longevity at the City. This plan will be ready to be presented at the July 25th Finance & Personnel meeting.

- Possible verbal interviews by consultant with staff

The Finance Director has sent out an email to all fourteen Department Heads alerting them that review meetings will be scheduled with Carlson-Dettmann on July 25th. At the time of this writing, four Department Heads have responded; one out of the four has requested a meeting with Carlson-Dettmann and the other three have opted out. The Department Heads were given until July 12th to send over information related to positions of concern that will be forwarded to Carlson-Dettmann. The meetings will be scheduled with the Department Head, Administrator Wolf, Patrick Glynn of Carlson-Dettmann, a Human Resources professional and Finance Director Krueger.

- Financial impact on the City's budget

No update at this time; additional information forthcoming

STAFF COMMENTS:

Staff will bring forward additional information at the July 25th Finance and Personnel meeting for discussion and possible action.

ACTION REQUESTED:

No action is requested at this time.

Finance Director

II

Other Matters

Item 29.

R. O. No. 43 - 22 - 23. By CITY CLERK. July 18, 2022.

Submitting a license application.

City Clerk

"CLASS B" LIQUOR LICENSE (June 30, 2022) (NEW)

No. Name

Address

3542 Cocina Mi Familia LLC
(Cocina Mi Familia)

1423 Union Avenue

CHPS