



PUBLIC WORKS COMMITTEE AGENDA

August 24, 2026 at 5:00 PM

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

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

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

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

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

OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. **Approval of Minutes**
Public Works Committee Meeting held on August 10, 2026
5. **Public Comment**
Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Res. No. 88-26-27 by Alderpersons Dekker and Kelly authorizing an amendment to the Foth Infrastructure and Environment, LLC agreement, dated April 12, 2024, to include services for additional design and construction administrative services for the Gartman Farm Subdivision Design.
7. Res. No. 95-26-27 by Alderpersons Dekker and Kelly authorizing the Purchasing Agent to issue a purchase order for one (1) Hyster-Yale H60A forklift for the Motor Vehicle Division of the Department of Public Works.
8. Name That Truck - Discussion Only

TENTATIVE DATE OF NEXT REGULAR MEETING

9. Next Regular Meeting Date: September 14, 2026

ADJOURN MEETING

10. Motion to Adjourn

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

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

CITY OF SHEBOYGAN

PUBLIC WORKS COMMITTEE MINUTES

Monday, August 10, 2026

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

The meeting was called to order at 5:18 PM

2. Roll Call

Alderspersons present: Chair Dekker, Vice Chair Kelly, Boorse, Heidemann, Menzer - 5

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

Public Works Committee Meeting held on July 27, 2026

MOTION TO APPROVE MINUTES FROM JULY 27, 2026

Motion made by Alderperson Kelly, Seconded by Alderperson Boorse

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

5. Public Comment

Jared Soto spoke.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Res. No. 72-26-27 by Alderspersons Dekker and Kelly authorizing the Purchasing Agent to issue a purchase order for one (1) John Deere Front-End Loader for the Motor Vehicle Division of the Department of Public Works.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Kelly, Seconded by Alderperson Menzer

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

7. Res. No. 73-26-278 by Alderspersons Dekker and Kelly authorizing the Mayor and City Clerk to enter into a contract with Mashuda Contractors, Inc. for the Gartman Property Phase Bid Package 3 Construction.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Kelly, Seconded by Alderperson Menzer

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

8. Res. No. 74-26-27 by Alderpersons Dekker and Kelly authorizing the Mayor and City Clerk to enter into an Addendum dated July 15, 2026, to the contract with Foth Infrastructure and Environment, LLC for FEMA Sub-Recipient Management Costs (SRMC) services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Kelly, Seconded by Alderperson Menzer

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

9. Res. No. 78-26-27 by Alderpersons Dekker and Kelly adopting a new Sheboygan Waterfront and Marina Master Plan and Schematic Design.

Presentation by Edgewater Resources regarding the Harbor Centre Marina Design.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Kelly, Seconded by Alderperson Boorse

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

ADJOURN MEETING

10. Motion to Adjourn

MOTION TO ADJOURN AT 6:10 PM

Motion made by Alderperson Kelly, Seconded by Alderperson Menzer

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

TENTATIVE DATE OF NEXT REGULAR MEETING

11. Next Regular Meeting Date: August 24, 2026



AGENDA ITEM MEMORANDUM

DATE: 8/20/2026

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 88-26-27 – A resolution authorizing an amendment to the Foth Infrastructure and Environment, LLC agreement, dated April 12, 2024, to include services for additional design and construction administrative services for the Gartman Farm Subdivision Design.

ISSUE

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

STAFF RECOMMENDATION

Staff recommends approving the contract amendment.

BACKGROUND/DISCUSSION

As with the first phase of construction on the Gartman property, DPW Engineering does not have sufficient staffing to manage a project of this size and complexity while also overseeing the many other projects being completed by staff.

The focus of this amendment is adding Construction Administration Services to effectively manage and oversee the recently approved site grading contract (Gartman Bid Package 3, approved by Resolution 73-26-27). The initial agreement with Foth had identified Construction Administration as a scope of work to be added later, as defining an exact scope was challenging given the development's complexity and evolving construction requirements. These services will encompass construction oversight, on-site observation, record drawings, and geotechnical field engineering, ensuring proper execution and documentation throughout the process.

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

FUNDING IMPACT

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

IF APPROVED, NEXT STEPS:

If approved, appropriate staff will sign the contract amendment, and Foth will begin work.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 88-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

AUGUST 24, 2026.

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

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

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

WHEREAS, Mashuda Contractors, Inc. was contracted to construct Phase 3 of the Gartman Farm Subdivision via Resolution 73-26-27; and

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

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

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds not to exceed \$797,500.00 from TID 23 Fund – Contracted Services (Account No. 423660-531100).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



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

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **April 12, 2024**, (hereinafter "Addendum"), is made and entered into **13th** day of **August, 2026** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **City of Sheboygan**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

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

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

Schedule: Construction phase services shall be performed starting once Bid Package 3 has been awarded by the Council. It is anticipated that construction will commence in August 2026 and extend into June 2028.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of \$.00

☒ Unit Cost/Time Charges (Standard Rates) with a total additional amount not-to-exceed \$692,500.00-\$797,500.00 (depending on the actual construction duration)

☐ Unit Cost/Time Charges (Standard Rates) for a total amount estimated at \$.00

☐ Other as stated here:

Special Conditions (if any):

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

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

City of Sheboygan

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed:

Signed:

Name (printed):

Name (printed):

Thomas J. Ludwig PE

Title:

Title:

State Operations Director

Date:

Date:

8/13/2026

Signed:

Name (printed):

Carrie L. Voskuil

Title:

Senior Contracts Manager

Date:

8/13/2026

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

ATTACHMENT A

Gartman Design Modifications & Construction Phase Scope Items

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

Design Modifications	\$17,500
Construction Administration	\$160,000-\$180,000
Construction Observation	\$175,000-\$200,000
Record Drawings	\$40,000-\$50,000
Geotechnical Testing	\$300,000-\$350,000

*Anticipated construction schedule August 2026 – June 2028



AGENDA ITEM MEMORANDUM

DATE: 8-5-26

TO: Public Works Committee

FROM: Joel Kolste – Deputy Director of Field Operations

SUBJECT: Resolution 95-26-27 – A Resolution authorizing the appropriate City Officials to expend General Funds to purchase one (1) John Deere Front-End Loader.

ISSUE

Should the Public Works Committee recommend approval of the Resolution to purchase one Hyster-Yale Model H60A forklift to replace one existing Doosan forklift (2011) currently in use by the Department of Public Works.

STAFF RECOMMENDATION

Staff recommends approval of the resolution utilizing 2026 budgeted funds within the Motor Vehicle account.

BACKGROUND / DISCUSSION

The purchase of one Hyster-Yale H60A forklift will replace one older unit which is a 15-year-old unit currently in use by the Department. The Department of Public Works operates two forklifts for various daily tasks throughout the divisions of the Department of Public Works. Forklifts are necessary to the many heavy tasks that are necessary by the Departments many divisions. Such tasks such as unloading delivered materials, material handling operations of the Recycling Center, and for various lifting needs during repairs within the Motor Vehicle Division operations.

The proposed new unit will be replacing one current unit that is a 2011 model unit. While the existing unit still functions, at 15 years old, the unit has significant wear. Timely replacement of the unit is necessary to avoid extensive maintenance costs and downtime in the future.

Staff worked with several local vendors requesting Sourcewell Contract Quotes for comparable units. The quoted costs include the trade-in value of the Department's current 2011 Doosan forklift.

VENDOR	UNIT MODEL	COST
Hyster-Yale Material Handling, Inc.	Hyster-Yale H60A	\$42,645.00
Wolter, Inc.	Bobcat G30E-7	\$50,400.77

FUNDING IMPACT

The funding source for this purchase is through budgeted funds within the Motor Vehicle Fund (Account # 730399-651200).

DEPARTMENT OF
PUBLIC WORKS

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53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

IF APPROVED, NEXT STEPS:

Following Council approval, The City's Purchasing Agent will issue a purchase order to Hyster-Yale Material Handling, Inc. for one (1) Hyster-Yale Model H60A Forklift for the Motor Vehicle Division of the Department of Public Works in the amount of \$42,645.00.

**CITY OF SHEBOYGAN
RESOLUTION 95-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

AUGUST 24, 2026.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for one (1) Hyster-Yale H60A forklift for the Motor Vehicle Division of the Department of Public Works.

WHEREAS, the City of Sheboygan's Department of Public Works utilizes forklifts to support operations and one of the City's current forklifts is approaching the end of its useful life such that replacement was included in the 2026 budget; and

WHEREAS, State law and the City's procurement policy allows the City to join with other units of government in cooperative purchasing consortiums, such as Sourcewell, for the purchase of vehicles and vehicle equipment when the best interest of the City will be served; and

WHEREAS, City staff has reviewed various Sourcewell quotes and determined that the lowest quote, from Hyster-Yale Materials Handling, Inc., meets the City's specifications and standards; and

NOW, THEREFORE, BE IT RESOLVED: The Purchasing Agent is authorized to issue a Purchase Order to Hyster-Yale Materials Handling, Inc. for the purchase of one (1) Hyster-Yale Model H60A forklift at a total cost of \$42,645.00.

BE IT FURTHER RESOLVED: That the Finance Director is authorized and directed to draw funds in the amount of \$42,645.00 from Motor Vehicle Fund – Machinery/Equipment (Account 730399-651200) to purchase the said equipment.

BE IT FURTHER RESOLVED: The Purchasing Agent is authorized to trade in the City's current, 15-year-old Doosan forklift as part of this purchase.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

1400 Sullivan Drive
Greenville, NC 27834



MODEL: H60A

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	City of Sheboygan		
SHIP-TO ADDRESS	Sheboygan, Wisconsin		
PROPOSED BY	Josh Sheppard	TITLE	Major Accounts Manager
PHONE	(252) 420-8192	EMAIL	josh.sheppard@hyster-yale.com
DATE	2026-08-04	Quote Expiration	2026-09-04

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Quoted Model: H60A Available Features

Hyster® H60A Lift Truck - 6,000 lb Nominal Capacity, Class V

Proposal Summary

Drivetrain: Corematch™

Included Items	Description
Model	Hyster® H60A Lift Truck - 6,000 lb Nominal Capacity, Class V
Construction	Keyswitch Start Standard Cooling Package
Powertrain	Engine - Yanmar 2.2L LPG Certified Brakes - Self Energizing Drum Hand-Applied, Hand-Released Parking Brake Dual Pedal Inch/Brake Arrangement Electronic Powershift Transmission Corematch Electrical System with LCD
Powertrain Options	High Air Intake Low Exhaust Swing-Out LPG Tank Bracket with Steel Strap UL Label - Classification Type LP
Powertrain Accessories	Traction Speed Limiter pre-set to 8mph Operator Presence System System Monitoring
Mast	3 Stage Full Free Lift Mast - Class III - 181" (4620mm) Maximum Lift Height - 86" (2195mm) Overall Lowered Height [Heavy duty] Mast Tilt - 6° Forward / 6° Back
Carriages & Attachments	42" (1067mm) Wide - Class III - Hook Type Integral Sideshifting Fork Positioner Carriage [Heavy duty] 48" (1220mm) High Load Backrest Extension
Forks	Bolzoni 48" x 5" x 2" Standard Taper Forks with 5/8" Hole Drilled 3" Back from Tips (dealer provided and installed)
Hydraulics	4 Function (2 Auxiliary) Hydraulic Control Valve [Heavy duty] Mechanical Lever Hydraulic Controls - Cowl Mounted Engine Driven Cooling Fan Fixed Displacement Gear Pump
Hoses	2 Auxiliary Function Hose Group - 4 Hoses Internally Mounted
Wheels & Tires	Standard Tread Width Drive Tires - 28 x 9-15 14 - Pneumatic - Premium 6.50 x 10-12 Pneumatic Steer Tires
Operator Compartment	86" Rectangular Tube - High

Quote Number: 2026-1395821

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	Grid Style Overhead Guard
	Mirrors - Dual Side View - Mounted on the Left and Right Side of Overhead Guard
	Display Mounted in Dash
	Polycarbonate Rain Top for Overhead Guard
	Dynamic Stability System
	Rear Drive Handle with Horn Button
Directional Control	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column
	2-Spoke Steering Wheel with Spinner Knob
	Steer Column with Infinitely Adjustable Tilt
	On Demand Hydrostatic Power Assist Steering
Seat	Non-Suspension Vinyl Seat
	Seat Belt - High-Visibility (Red) - No-Cinch with ELR (Emergency Locking Retractor) and Start Interlock
Chassis Options	Hood
Telemetry	Hyster Tracker Wireless Monitoring - AT & T
	7 Year, Level 1 Telematic Communication and Portal Fees - Monitoring
Lights & Alarms	LED Work Lights - 2 Front, 1 Rear [Basic]
	Manual Work Light Control
	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)
	Parking Alarm
	Amber Strobe Light - Ignition Activated
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels

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Total Investment

Sourcewell Contract 053024-HYS	\$42,645.00		
Price Delivered Each			
Quoted Quantity	1	TOTAL:	\$42,645.00

Proposal By:	Josh Sheppard	Accepted By:	
Signature:		Signature:	
Date Signed:		Date Accepted:	
		PO Number:	

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Terms and Conditions

In consideration of the sum of \$2.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows.

1. Offer of Sale. Offers of sale are based on the terms and conditions found on the front page(s) of this proposal and those provided below. Unless otherwise provided in the proposal, an offer is valid for 30 days. Orders placed by Customer directly or through an approved third-party lessor will constitute an acceptance of these terms and conditions of sale.
2. Orders.
 - a. Customer may place orders in any mutually agreeable manner. The purchase order will indicate the Products, options, quantity, price, requested delivery dates, "bill to" and "ship to" addresses, tax exempt certifications, if applicable, and any other special instructions. All purchase orders and any contingencies contained in any order are subject to acceptance by Supplier. The prices in Supplier's order acknowledgment are subject to adjustment pursuant to Section 3(a). Supplier may in its discretion accept or decline orders.
 - b. Either party may cancel a purchase order if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or any insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.
 - c. If Customer intends to lease the Products from a third-party lessor, Customer must first obtain Supplier's written consent, which will be subject to, among other things, Supplier's approval of the identity of the third-party lessor and Supplier's receipt of assignment documentation in form and in substance satisfactory to Supplier. Notwithstanding any such assignment, Customer will remain obligated to purchase and/or pay for the Products if Customer's third-party lessor fails to perform its obligations. In the event Products are ready for shipment by Supplier without an order confirmation from Customer's lessor, or lessor fails to pay, Customer authorizes shipment of the Product to Customer, and Customer agrees to pay Supplier the full purchase price net 30 days from the date of invoice.
 - d. Customer may only cancel an order which has been accepted by Supplier (i) prior to 5 business days after Supplier's acknowledgement of the order, (ii) pursuant to Section 2(b) above, or (iii) if Supplier changes the price of an order as set forth in Section 3(a) by more than 3% below, in which case Customer may cancel the order within 5 business days of having been notified of the price change. Otherwise, Customer may cancel or modify an order only with Supplier's written agreement in its sole discretion. If Supplier agrees to cancel or modify an order, as a condition to such modification or cancellation Customer may be required to pay Supplier's reasonable costs and expenses resulting from the change or cancellation or, alternatively, an administrative charge in the minimum amount of \$250 per change (per request per unit). Changes may also result in rescheduling of customer acknowledgement dates.
3. Prices. Prices quoted by supplier are subject to change without notice.
 - a. Supplier reserves the right, after order acceptance and outside the Lock-Up Period, to change the price of the Product(s) by (1) increasing the list price or (2) applying a surcharge or other line items to reflect fluctuations in manufacturing costs due to external factors, including but not limited to, government-imposed tariffs on parts, components, or other manufacturing inputs. The "Lock-Up Period" will apply based on the schedule build date (which is available upon request) as follows: (i) Class I, II, IV, and V Products: 16 weeks from the schedule build date; (2) Class III Products: 12 weeks from schedule build date; and (3) Big Trucks: 24 weeks from schedule build date.
 - b. To the extent third party vendors of batteries, chargers, attachments, or other accessories with separate line items in the proposal increase prices after Supplier has acknowledged an order and prior to the customer acknowledgement date, Supplier reserves the right to increase the price for those items proportionately.
4. Payment. Payment terms for all products shall be Net 30 days from date of invoice. Customer shall pay all installation and freight charges and Taxes imposed by any governmental authority. The term "Taxes" includes, without limitation, applicable federal, state, G.S.T/H.S.T. and provincial sales taxes, levies, customs, import or other duties, tariffs, fees, or assessments levied or collected by a governmental authority in connection with the price, sale, or delivery of the Products (other than taxed levied on Supplier's income). For the avoidance of doubt, the term "Taxes" does not include taxes on parts, components or other manufacturing inputs (i.e., not the finished product), which are addressed pursuant to Section 3(a). If Customer fails to make any payment when due, there will be a monthly service charge of one and one-half percent (1.5%) of the total amount due (equivalent to an annual effective rate of 18% per year) or the maximum legal rate allowed by law, whichever is less. Supplier reserves a security interest in the products until payment in full has been collected and Customer agrees to notify supplier prior to relocation of any product in which supplier has a security interest. Customer shall execute any other document, including a financing statement, security agreement, or other document similar to the UCC-1, necessary to perfect supplier's security interest in the products. Customer authorizes supplier to file at Customer's expense any financing statement relating to the products without Customer's signature, except where prohibited by law.
5. Availability/Supplier Cancellation. Products are subject to availability. Supplier may refuse any order and may cancel any order or any part of an order at any time and for any reason (including without limitation if it would be economically detrimental to the Company to complete such order or delivery due to material changes in market conditions) without penalty, and supplier's sole obligation shall be to return any down payment paid by Customer. If Customer is delinquent in the payment of any invoice, or is otherwise in breach of this agreement, supplier may withhold shipment (including partial shipments) of any order or may require Customer to prepay for further shipments. Supplier retains the right to suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to supplier when, in its opinion, the financial condition of Customer, or other grounds for insecurity warrant such action.
6. Delivery. All products purchased or leased by Customer pursuant to this agreement will be shipped and risk of loss shall pass to Customer, FCA Destination, Incoterms® 2020, freight prepaid and added for deliveries in the United States and Canada, and DAP foreign port of entry, Incoterms® 2020, freight prepaid and added for deliveries to Mexico, South, Central, or Latin America. Freight will be prepaid and added to the invoice. Freight charges included in order acknowledgments are estimates and may be adjusted at the time of invoicing to reflect increases in transportation costs. An estimated shipping date will be established by Supplier upon receipt of orders. Supplier assumes no liability for loss, damage, including consequential damage, due to delays. Supplier will notify Customer of any anticipated delay. Supplier reserves the right to deliver the order in installments. Each installment may be invoiced separately, and Customer will pay each invoice when due. Delay in delivery of any installments shall not relieve Customer of its obligations to accept remaining installments. Products must be installed by an authorized dealer and must be placed in an environment that conforms to the manufacturer's specifications and requirements.
7. Warranty. Supplier warrants each new product sold pursuant to this agreement to be free of defective material and workmanship under proper use and service, in accordance with the terms of the warranty statement published by supplier in effect at the time of delivery of the product. Except as specifically provided in a written warranty statement provided with a product, SUPPLIER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. SUPPLIER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. Customer's sole remedy and Supplier's liability is limited to the remedy provided in the warranty statement. In the event any parts and/or structural components or appurtenances of a product are altered or

1400 Sullivan Drive
Greenville, NC 27834



modified by Customer without the express written consent of supplier, any and all warranties shall immediately cease and terminate.

8. Limitation of Liability. NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

9. Product Returns. Products shall not be returned to supplier without its written consent. All costs of return shall be the responsibility of Customer.

10. Data Sharing. Customer agrees that Supplier may process the business contact information of your employees and information about you as a legal entity ("Contact Information") in connection with Supplier products and services or in furtherance of our business relationship with you. Contact Information can be stored, disclosed internally and processed by Supplier and its subsidiaries, business partners and subcontractors wherever they do business, solely for the purpose described above, provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, Customer represents that they have notified and obtained the consent of the individuals whose Contact Information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their Contact Information to Supplier who will then comply with those requests.

11. Applicable Law. For delivery of Products to the United States, Mexico, South, Central, or Latin America, this agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of law rules. Any action or claim arising out of or relating to this Agreement may only be brought in the state or federal district court for Cuyahoga County, Ohio. For delivery of Products to Canada, this agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any action or claim arising out of or relating to this agreement may only be brought in the Province of Ontario. The parties each expressly consent to suit in such forum and waive any objections as to personal jurisdiction, venue, or inconvenient forum. If Customer fails to pay any amounts due to Supplier, Customer shall pay Supplier's costs and expenses of collection, including attorney's and legal fees.

12. Exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in accordance with Article 6 of the Convention.

13. Anti-Bribery and International Trade. (a) Customer shall comply with all applicable anti-bribery, anti-corruption, and anti-kickback laws, including the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and any laws of similar effect applicable in the jurisdictions where the Customer conducts business (collectively 'Anti-Corruption Laws'). Customer acknowledges that these laws may govern conduct occurring outside the United States and United Kingdom. (b) Customer shall comply with all applicable anti-money laundering laws, including the U.S. Currency and Foreign Transactions Reporting Act of 1970 as amended by Title III of the USA PATRIOT Act, the U.S. Trading with the Enemy Act, U.S. Executive Order No. 13224 on Terrorist Financing, 2017 United Kingdom Money Laundering Regulations, and any other law of similar effect applicable in the jurisdictions where it conducts business (collectively 'Anti-Money Laundering Laws'). (c) Customer shall comply with all applicable economic sanctions, export controls, and other restrictive trade measures imposed by the United States, European Union, and United Kingdom, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ('OFAC'), the laws and regulations enforced by the United Kingdom's Export Control Office ('ECO') and Office of Financial Sanctions Implementation ('OFSI'), and any other laws of similar effect applicable in the United States or other jurisdictions where Vendor operates (collectively 'Export Control Laws') (d) Each of the foregoing restrictions with respect to Anti-Corruption Laws, Anti-Money Laundering Laws, and Export Control Laws shall be in addition to any other restrictions on the Customer's sale or transfer of the Products that may exist in any separate written agreement between the Vendor and the Customer and shall be subject to any provisions that may exist in any such separate written agreement regarding receipt of a license from the government of the United States of America to consent to such sale or transfer.

14. Confidentiality. Each party shall hold the information it receives in confidence, including, but not limited to, pricing, rebates, and the terms and conditions of this agreement, and shall protect it using at least the same degree of care it uses to protect its own proprietary and confidential information, but in no event may either party use less care than a reasonably prudent person in a like situation. Neither party shall disclose or permit access to the confidential or proprietary information of the other party without the disclosing party's prior written permission, except for supplier's authorized dealers and each party's legal, insurance, and accounting advisors, as appropriate. Any proprietary information concerning supplier, its products, data, documentation, services, or manufacturing processes disclosed to the Customer incident to the performance of this agreement remain the property of supplier, and no rights are granted to Customer in the same. Supplier's confidential information may be used by Customer solely to use or service the products.

15. Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any assignment without consent shall be null, void and of no force or effect. Notwithstanding anything contained herein, upon notice to the other party, this Agreement may be assigned to a party's parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering.

16. Force Majeure. Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, pandemic or epidemic, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

17. Supplier's Agents. No agent, employee, representative or dealer of Supplier has any authority to bind Supplier to any affirmation, promise, representation, or warranty concerning any of the Products.

18. Notices. Any notices required or permitted to be given shall be in writing and shall be personally delivered by a recognized overnight courier: to Customer at the address provided to Supplier by Customer; to Supplier at 1400 Sullivan Drive, Greenville, NC 27834.

19. Originals. The parties agree that for any transactions subject to this Agreement, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created under this Agreement may be maintained in an electronic document storage system, a copy of which shall be considered an original. The parties agree not to raise any objection to the authenticity of this Agreement or any document created, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.

20. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.

21. Language: The parties hereto have expressly required that this agreement and all documents, agreements and notices related hereto be drafted in English language. Les parties aux présentes ont expressément exigé que le présent bon de commande et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

22. Entire Agreement/Modifications. Except as provided above, nothing contained in any purchase order or Customer issued document will in any way serve to modify or add any terms or conditions to the sale of Products by Supplier to Customer pursuant to this agreement. The parties agree that the terms and conditions of any order placed by Customer shall be governed only by these terms and conditions. This Agreement and any exhibits is the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations and proposals. No provisions of this agreement shall be deemed waived, amended, or modified by any party unless such waiver, amendment or modification is in writing and signed by a duly authorized representative of the parties.

1400 Sullivan Drive
Greenville, NC 27834



Hyster-Yale Materials Handling - Contract and Ordering Information

Company Address:

Hyster-Yale Materials Handling, Inc.
1400 Sullivan Drive
Greenville, NC 27834

Government Sales Office (mailing address for order submission):

Josh Sheppard
Hyster-Yale Materials Handling, Inc.
1400 Sullivan Drive
Greenville, NC 27834

Major Account Manager, Govt Sales:	Josh Sheppard
Phone number:	(252) 420-8192
Email Address	josh.sheppard@hyster-yale.com

Business Size:	Large
TIN:	93-0160700
DUNS #:	55-657-9006
CAGE Code:	30076
Unique Entity ID:	D8QCWPDLPN98
NAICS:	333924
 DLA Contract	 SPM8EC-23-D-0001 exp, 10/25/27 Contact: Robert Spadaro - (215) 737-8253
 GSA Contract	 47QMCA20D001G exp. 3/30/2025
 Sourcewell Contract	 053024-HYS exp. 7/23/2028
 Payment Terms:	 NET 30

Remittance address:

First Class Mail:

Hyster-Yale Materials Handling, Inc.
c/o Bank of America Lockbox Services
P.O. Box 74008435
Chicago, IL 60674-8435

Electronic Funds Transfer:

Bank of America
100 West 33rd Street
New York, NY 10001

Account Name:	Hyster-Yale Materials Handling, Inc.
Transit routing number:	071-000-039
Depositor account number:	8670101751
BIC CODE:	BOFAUS3N



AGENDA ITEM MEMORANDUM

DATE: August 24, 2026

TO: Public Works Committee

FROM: Public Works Director Travis Peterson

SUBJECT: 'Name That Truck!' Community Contest – Discussion Only

ISSUE

The Department of Public Works wants to update the Public Works Committee on the selected entries from the community submissions to name a few of our hard-working trucks. The three primary types of trucks needing names are the Public Works garbage trucks, dump trucks, and snowplow vehicles during the winter months

STAFF RECOMMENDATION

Staff have selected one winning entry for each of a garbage truck, dump truck, and snowplow vehicle from the community submissions. After tallying staff votes, the following are the winning entries: Garbage Truck – **'Trashinator'**, Dump Truck – **'Load Warrior'**, Snowplow – **'Blizzard Wizzard'**.

BACKGROUND/DISCUSSION

The Department of Public Works has a large fleet of trucks and other vehicles our crews use daily to help maintain and service our streets. From garbage trucks and sweepers, to dump trucks and plows, we've got just about every type of machine it takes to clean the streets, prune the trees, and improve our roadways. As a result, and by popular demand, Department of Public Works brought back "Name That Truck!", a community contest for residents to participate in an engaging and creative opportunity to name the City's fleet of trucks, at the beginning of July 2026 running through the end of the month. What is worth noting is of the 52 submissions, 31 were entered during the course of the 4th of July Parade showing the positive interaction parade spectators were having.

FUNDING IMPACT

There would be no funding impact.

IF APPROVED, NEXT STEPS:

DPW will notify the winning entrants, who will have their winning truck name featured on a Public Works vehicle, plus the opportunity to have their photo taken with the truck receiving their winning name.

DEPARTMENT OF
PUBLIC WORKS

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53081

920/459-3440
sheboyganwi.gov