



PUBLIC WORKS COMMITTEE AGENDA

May 14, 2024 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

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

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

OPENING OF MEETING

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

MINUTES

5. Approval of Minutes: April 09, 2024

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 11-24-25 / A resolution authorizing the appropriate City officials to communicate an interest in entering into a five-year lease for a 2024 Model Vactor 2100i sanitary sewer maintenance vehicle for the Department of Public Works.
7. Res. No. 13-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with J.F. Ahern Co. for the installation of two Turbo Blowers at the Wastewater Treatment Plant and authorizing an amendment to the 2024 budget.
8. Res. No. 6-24-25 / A resolution authorizing the City Forester to apply for an Inflation Reduction Act Urban Forestry Grant through the Wisconsin Department of Natural Resources, designating the City Forester as the City's Authorized Representative for same, and authorizing staff to undertake the steps necessary to comply with the grant requirements.

NEXT MEETING DATE

9. Next Regular Meeting Date: May 28, 2024

ADJOURNMENT

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
Tuesday, April 09, 2024

COMMITTEE MEMBERS PRESENT: Chair Dean Dekker, Alderperson Daniel Peterson, Alderperson Joe Heidemann, and Vice Chair Zach Rust

COMMITTEE MEMBERS EXCUSED: Alderperson Angela Ramey

STAFF/OFFICIALS PRESENT: Civil Engineer/ Project Manager Kevin Jump, Superintendent of Parks & Forestry Joe Kerlin, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Facilities and Traffic Mike Willmas, Assistant City Attorney Liz Majerus, Business Manager Heather Burke, Administrative Clerk Stacy Weseljak, and Public Works Consultant Aaron Groh

OTHERS PRESENT: Joel Kiefer, Dan Pittner, Steve Jorgenson, & Tracy Brunette

OPENING OF MEETING

1. Call to Order

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

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: March 26, 2024

MOTION TO APPROVE MINUTES FROM MARCH 26, 2024

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

Voting Yea: Chair Dekker, Alderperson Peterson, Alderperson Heidemann, Vice Chair Rust

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. R. O. No. 130-23-24 / Submitting a communication from the Sheboygan Event Company asking for the waiving of park and equipment rental fees for the Coho Derby.

MOTION TO RECOMMEND THE COMMON COUNCIL WAIVE FACILITY RENTAL FEES, AND TO ACCEPT AND FILE THE R.O.

Motion made by Alderperson Heidemann, Seconded by Alderperson Peterson

Voting Yea: Alderperson Heidemann and Alderperson Peterson

Voting Nay: Chair Dekker and Vice Chair Rust

MOTION TO RECOMMEND THE COMMON COUNCIL REDUCE BY 50 PERCENT THE FACILITY & EQUIPMENT RENTAL FEES, AND TO ACCEPT AND FILE THE R.O.

Motion made by Alderperson Heidemann, Seconded by Vice Chair Rust
Voting Yea: Chair Dekker, Alderperson Peterson, Alderperson Heidemann, Vice Chair Rust

- 7. Res. No. 199-23-24 / A resolution authorizing a professional services agreement between the City of Sheboygan and Kapur & Associates, Inc. for services related to the Tax Incremental District 21 (TID 21) Commerce Street reconstruction project and an amendment in the 2024 TID 21 budget to cover the associated cost.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Vice Chair Rust, Seconded by Alderperson Peterson
Voting Yea: Chair Dekker, Alderperson Peterson, Alderperson Heidemann, Vice Chair Rust

- 8. Direct Referral Res. No. 202-23-24 / A resolution authorizing the appropriate City officials to enter into a State/Municipal Financial Agreement with the State of Wisconsin Department of Transportation for a pavement resurfacing project of Washington Avenue (South Taylor Drive to South Business Drive) and South Business Drive (Washington Avenue to 0.13 miles north of Wilson Avenue).

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Vice Chair Rust, Seconded by Alderperson Heidemann.
Voting Yea: Chair Dekker, Alderperson Peterson, Alderperson Heidemann, Vice Chair Rust

- 9. Direct Referral Res. No. 205-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with BMD Concrete Innovations, LLC for the construction of the 2024 Sidewalk Program.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Vice Chair Rust, Seconded by Alderperson Peterson
Voting Yea: Chair Dekker, Alderperson Peterson, Alderperson Heidemann, Vice Chair Rust

NEXT MEETING DATE

- 10. Next Regular Meeting Date: April 30, 2024

ADJOURNMENT

- 11. Motion to adjourn Sine Die

MOTION TO ADJOURN SINE DIE AT 5:52 PM
Motion made by Vice Chair Rust, Seconded by Alderperson Peterson
Voting Yea: Chair Dekker, Alderperson Peterson, Alderperson Heidemann, Vice Chair Rust

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to communicate an interest in entering into a five-year lease for a 2024 Model Vactor 2100i sanitary sewer maintenance vehicle for the Department of Public Works.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: May 7, 2024

MEETING DATE: May 15, 2024

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 630310-641400
Budget Summary: Wastewater Fund –
Sanitary Sewer Lines
Budget Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The City currently leases two Vactor sewer maintenance vehicles for maintenance of the City sanitary sewer network. One of the leases will reach maturity in 2025 and due to the long lead times associated with the production of heavy-duty vehicles the vendor, MacQueen Equipment, has asked the City to provide some level of commitment as to its intention to lease a new vehicle in 2025.

STAFF COMMENTS: The lease of these vehicles has proven itself to be a worthwhile program for the department since the vehicles are kept in a ready to respond condition for sanitary sewer emergencies. DPW Staff have endorsed replacing the current 5-year-old vehicle with a new one in 2025 and entering into a new 5-year lease.

ACTION REQUESTED: A motion to recommend the Council adopt Res. No. 11-24-25 authorizing the appropriate City officials to communicate an interest in entering into a five-year lease for a 2024 Model Vactor 2100i sanitary sewer maintenance vehicle for the Department of Public Works.

ATTACHMENTS:

- I. Res. No. 11-24-25

**CITY OF SHEBOYGAN
RESOLUTION 11-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

MAY 6, 2024.

A RESOLUTION authorizing the appropriate City officials to communicate an interest in entering into a five-year lease for a 2024 Model Vactor 2100i sanitary sewer maintenance vehicle for the Department of Public Works.

WHEREAS, the City of Sheboygan Department of Public Works currently leases two Vactor sewer maintenance vehicles for use in maintaining the City's sanitary sewer network. One of these leases matures in 2025 and, due to long lead times associated with heavy duty trucks and equipment, the vendor, MacQueen Equipment, LLC has requested some level of commitment from the City regarding its intention to lease the new vehicle; and

WHEREAS, the City originally entered a leasing program for these vehicles in 2014. This program has been beneficial in assuring that these critical vehicles are in a constant state of good repair and readiness when responding to sanitary sewer emergencies; and

WHEREAS, the lease agreement includes maintenance for the specialized systems and equipment on the leased vehicles, thereby assuring that the City is able to rely on a set residual value of the vehicle at the time of lease maturity, which is then used to offset the lease payment amount for the next five-year term; and

WHEREAS, pursuant to Wis. Stat. § 65.06(1), the City acknowledges that it may not expend money nor incur liabilities unless specially authorized by law during the budget period for which such expense or liability is incurred.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to communicate the City's desire to enter into a five-year lease for the lease of a 2024 Vactor 2100i sanitary sewer maintenance vehicle in 2025 subject to approval by the Common Council during the budget period for which said agreement will be entered into.

BE IT FURTHER RESOLVED: That staff is encouraged to ensure adequate funding is available in Account No. 630310- 641400 (Wastewater Fund - Sanitary Sewer Lines) for the lease.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 13-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

MAY 6, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with J.F. Ahern Co. for the installation of two Turbo Blowers at the Wastewater Treatment Plant and authorizing an amendment to the 2024 budget.

WHEREAS, the City purchased two APG Turbo Blowers for the Wastewater Treatment Plant (“WWTP”) via Resolution No. 55-23-24 adopted September 5, 2023; and

WHEREAS, Resolution No. 55-23-24 authorized City staff to complete the purchase and to contract with a qualified contractor for installation of the blowers for a total amount not to exceed \$600,000; and

WHEREAS, while the Department of Natural Resources (“DNR”) was reviewing WWTP’s application to install the blowers, City staff was working with engineering professionals to develop an installation plan in order to minimize delay in installation once the DNR approved the project; and

WHEREAS, the blowers themselves cost \$398,514, leaving \$201,486 for engineering and installation services; and

WHEREAS, through installation plan development, additional safety features, engineering services and material purchases were identified as necessary, the costs of which, when added to the installation costs, raise the total project amount beyond the previously approved \$600,000 limit. Specifically, engineers are adding roof platforms to the project scope to allow staff to maintain large new pipes safely, existing programmable logic controls (PLCs) were found to be obsolete and are being replaced and reprogrammed, and the removal of obsolete ventilation equipment added to the scope of work needed on the building itself; and

WHEREAS, the City has advertised for bids to install the blowers; and

WHEREAS, the lowest bid of the four submitted received was from J.F. Ahern Co. for \$380,000; and

WHEREAS, the City’s Civil Engineer/Project Manager has reviewed the bids and determined that the low bid met all of the project specifications; and

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

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached agreement with J.F. Ahern Co. for the construction of the Project.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to amend the 2024 budget via the following transfers:

INCREASE:

Wastewater Fund – Wastewater – Equipment Replacement (Acct. No. 630361-659200)	\$315,807
Wastewater Fund – Wastewater – Fund Equity Applied (Acct. No. 630-493000)	\$315,807

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Account No. 630361-659200 (Wastewater Fund – Wastewater – Equipment Replacement) upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL


_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2483-24	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and
J.F. Ahern Co. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **installation of two aeration blowers for the City’s Wastewater Treatment Plant.**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Donohue and Associates, Inc.
 3.02 Donohue & Associates, Inc. will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*


A. The Work will be substantially completed within 280 days after the date when the Contract Times commence to run as provided in Article 4 of the General Conditions or as written into the Bid Form (whichever is earliest), and completed and ready for final payment in accordance with Article 15 of the General Conditions within 30 days after the date of Substantial Completion.

4.03 *Milestones*

A. None.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Agreement	
		Section: 00 52 00	
		Bid Number: 2483-24	Page: 2 of 7


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

4.05 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows: \$380,000.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2483-24	Page:	3 of 7

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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


6.04 *Interest*

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Bonds:


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2483-24	Page:	4 of 7

- a. Performance bond (together with power of attorney).
- b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 3/22/2024.
6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Agreement	
		Section: 00 52 00	
		Bid Number: 2483-24	Page: 5 of 7

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*


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

8.03 *Standard General Conditions*

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

PROJECT MANU					
CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2483-24	Page:	6 of 7

(Continued on next page)

PROJECT MANU				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	2483-24	Page:

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
 (Signatures authorized pursuant to Res. ____-23-24)
City of Sheboygan

CONTRACTOR:
J.F. Ahern Co.

By: _____
 (signature)
 Name, Title: Ryan Sorenson, Mayor

By: _____
 (signature)
 Name, Title: _____ (printed)

Date: _____

Date: _____

Attest:

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

By: _____
 (signature)
 Name, Title: Meredith DeBruin, City Clerk

Address for giving notices:

Date: _____

Address for giving notices:
 City of Sheboygan – Engineering Division
 2026 New Jersey Avenue
 Sheboygan, WI 53081

Approved by: _____
 (signature)
 Name, Title: Evan Grossen, Deputy Finance Director/Comptroller

Date: _____

Approved as to form and Execution by: _____
 (signature)
 Name, Title: Charles C. Adams, City Attorney

Date: _____

**CITY OF SHEBOYGAN
RESOLUTION 6-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

MAY 6, 2024.

A RESOLUTION authorizing the City Forester to apply for an Inflation Reduction Act Urban Forestry Grant through the Wisconsin Department of Natural Resources, designating the City Forester as the City's Authorized Representative for same, and authorizing staff to undertake the steps necessary to comply with the grant requirements.

WHEREAS, the Wisconsin Department of Natural Resources (“WI DNR”) offers municipal grants for the purpose of funding urban and community forest projects as specified in Ch. NR 47, Wis. Adm. Code such as tree inventories, site preparation, proactive maintenance, tree planting and establishment, public education and outreach, and other urban forestry related projects; and

WHEREAS, City staff desires to apply for an Inflation Reduction Act Urban Forestry Grant (“Grant”) of \$294,000 for the timeframe starting September 3, 2024 and expiring September 30, 2027, the maximum amount of which is \$500,000; and

WHEREAS, the Grant does not require the City to match funding.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council designates the City Forester as the Authorized Representative for the Grant purposes and directs the City Forester to submit a grant application to the WI DNR prior to the June 3, 2024 deadline and to comply with all grant agreements, reporting, and reimbursement requirements.

BE IT FURTHER RESOLVED: That if the grant application is approved, the Finance Director may draw up to \$294,000 from Account No. 400300-641150 (Capital Projects Trees/Forestry) to make initial payments so that the Authorized Representative may seek reimbursement from the WI DNR. The revenue would be receipted to Account No. 400-436900 (Capital Projects State Grants-Other).

BE IT FURTHER RESOLVED: That City staff shall comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan