



# **\*\*\*AMENDED\*\*\* PUBLIC WORKS COMMITTEE AGENDA**

**June 25, 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: June 11, 2024

## **ITEMS FOR DISCUSSION & POSSIBLE ACTION**

6. Res. No. 30-24-25 / A resolution authorizing the appropriate City officials to enter into contract for repairs and improvements to the masonry exterior sealants of Mead Public Library and authorizing an amendment to the 2024 budget to cover the associated cost.
7. Res. No. 28-24-25 / A resolution authorizing the Purchasing Agent to issue a purchase order for a 2024 bucket truck and accessories for the Motor Vehicle Division of the Department of Public Works.
8. Direct Referral Res. No. 33-24-25 / A resolution amending the Marina and Riverfront Slips Fee Schedule.
9. DISCUSSION ONLY Catamaran Racing Association of Wisconsin - Sheboygan Regatta Special Event (SPC-26)
10. DISCUSSION ONLY Butzen Sports Complex Development
11. DISCUSSION ONLY Winter Parking on S. 23rd & S. 24th St (Indiana Avenue to Georgia Avenue)

## **NEXT MEETING DATE**

12. Next Regular Meeting Date: July 9, 2024

## ADJOURNMENT

13. 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, June 11, 2024**

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**COMMITTEE MEMBERS PRESENT:** Chair Dean Dekker, Vice Chair Angela Ramey, Alderperson Zach Rust, Alderperson Daniel Peterson, and Alderperson John Belanger

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

**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: May 14, 2024

MOTION TO APPROVE MINUTES FROM MAY 14, 2024

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

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

**ITEMS FOR DISCUSSION & POSSIBLE ACTION**

6. Direct Referral Res. No. 26-24-25 / A resolution authorizing the appropriate City officials to enter into contract for repairs and improvements to the masonry exterior sealants of Mead Public Library.

MOTION TO FILE THE RESOLUTION

Motion made by Alderperson Rust, Seconded by Alderperson Peterson.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

7. Direct Referral Res. No. 25-24-25 / A resolution informing the Wisconsin Department of Natural Resources that the 2023 Compliance Maintenance Annual Report has been reviewed.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

#### **NEXT MEETING DATE**

8. Next Regular Meeting Date: June 25, 2024

#### **ADJOURNMENT**

9. Motion to adjourn

MOTION TO ADJOURN AT 5:38 pm

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

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

## CITY OF SHEBOYGAN

## REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

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**ITEM DESCRIPTION:** A resolution authorizing the appropriate City officials to enter into contract for repairs and improvements to the masonry exterior sealants of Mead Public Library and authorizing an amendment to the 2024 budget to cover the associated cost.

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**REPORT PREPARED BY:** Bernard R. Rammer Purchasing Agent

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**REPORT DATE:** June 19, 2024

**MEETING DATE:** June 25, 2024

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**FISCAL SUMMARY:**

Budget Line Item: 400500-631200  
400-493000  
Budget Summary: Capital Projects Fund  
– Culture &  
Recreation – Building  
Improvements,  
Capital Projects Fund  
– Capital Projects –  
Fund Equity Applied  
Budget Expenditure: \$180,000.00  
Budgeted Revenue: N/A

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**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** In 2022, The City commissioned a study to be performed by ZS, LLC to provide the City with a detailed condition report of the Mead Public Library Building. One of the deficiencies identified was the need for repair and replacement of exterior sealants on the building and surrounding hardscape. The City issued a Request for Bids for the project in accordance with State of WI statutes. A single bid was received for the project from Berglund Construction Co. Inc. of Milwaukee and was determined to meet all the necessary specifications.

**STAFF COMMENTS:** Berglund Construction Co. Inc., has vast experience with projects of this type and an impressive resume of completed projects. In addition, they have sufficient capacity in their schedule to allow for completion of the work by early Fall 2024.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 30-24-25 authorizing the appropriate City officials to enter into contract for repairs and improvements to the masonry exterior sealants of Mead Public Library and authorizing an amendment to the 2024 budget to cover the associated cost.

**ATTACHMENTS:**

- I. Res. No. 30-24-25
- II. Berglund 2054-24 Draft Contract re Mead Library

**CITY OF SHEBOYGAN  
RESOLUTION 30-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**JUNE 17, 2024.**

A RESOLUTION authorizing the appropriate City officials to enter into contract for repairs and improvements to the masonry exterior sealants of Mead Public Library and authorizing an amendment to the 2024 budget to cover the associated cost.

WHEREAS, in 2022, the City of Sheboygan commissioned a study from ZS, LLC to inspect the Mead Public Library building and provide the city with conclusive findings and recommendations as to its condition and recommended improvements for several years into the future. One such needed improvement was a recommendation that the City include funding for exterior masonry repairs and replacements of sealants, many of which have exceeded their expected useful lifetime; and

WHEREAS, in its budget request for 2024, Mead Public Library included funding for exterior masonry improvements along with the replacement of various sealants in accordance with the ZS, LLC report; and

WHEREAS, the City issued a Request for Bids for the provision of the necessary repairs and the sole bid received for the work appears to meet all of the necessary qualifications; and

WHEREAS, City staff has reviewed the qualifications of the firm submitting the bid and has determined that the firm is both suitably qualified and has sufficient capacity within their 2024 schedule to complete the work in a professional and efficient manner.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Berglund Construction, Inc. of Milwaukee, Wisconsin to furnish the necessary labor and materials to complete the repairs and improvements to the masonry exterior sealants and related work at Mead Public Library.

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

INCREASE:

Capital Projects Fund – Culture & Recreation – Building Improvements (Acct. No. 400500-631200)	\$90,000
Capital Projects Fund – Capital Projects – Fund Equity Applied (Acct. No. 400-493000)	\$90,000

DECREASE:

Federal Grants Fund – Federal Grants – Federal Grants Other (Acct. No. 202000-433000)	\$90,000
Federal Grants Fund – Federal Grants – Building Improvements (Acct. No. 202000-631200)	\$90,000

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_  
Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



**AGREEMENT  
BETWEEN THE  
CITY OF SHEBOYGAN, WISCONSIN AND  
BERGLUND CONSTRUCTION COMPANY, INC.  
FOR THE RESTORATION OF EXTERIOR MASONRY SEALANTS AND ELEMENTS AT  
MEAD PUBLIC LIBRARY**

This Agreement ("Agreement") is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the City of Sheboygan, Wisconsin (the "City") and Berglund Construction Co, Inc.(the "Contractor").

**WITNESSETH:**

WHEREAS, the City owns Mead Public Library located at 710 N. 8<sup>th</sup> Street, Sheboygan ("Property"); and

WHEREAS, the City desires to make improvements to certain elements of the exterior masonry of the structure in order to properly main the structure in a weather tight condition; and

WHEREAS, the City of Sheboygan issued Request for Bids # 2054-24 to obtain bids from qualified providers of the necessary materials and services ("Services"); and

WHEREAS, the City of Sheboygan has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and most 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 Exhibit 1 related to the inspection and replacement as needed of masonry tuckpointing and sealants on the building from the top of the second story vertical concrete band and lower including masonry tuckpointing, vertical control and expansion joints, window and door caulking and sealants in control joints associated with masonry flatwork, exterior pillars and other elements in an attempt to restrict the ingress of water and moisture.

Included in the work is a retaining wall on the North and East corner of the building which requires tuckpointing and replacement of control joint sealants and an equipment enclosure on the North and west corner of the structure which requires some repairs to the brick and concrete block surfaces. All of the work was detailed in the Request For Bids (Exhibit 1) which is attached. (the "Services").

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the Services and shall dispose of all materials generated during the project in a lawful manner (the “Disposal”). It is important to note that the parties agree that the vast majority of grout joints between the bricks on the main structure are in generally good condition, however a few areas require some repairs.

Contractor shall be responsible for obtaining any and all applicable City of Sheboygan 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. Included in the aforementioned right of way is the drive through alley with book returns immediately west of the structure.

Contractor shall also be required to obtain a City of Sheboygan Contractor’s License from the City of Sheboygan Building Inspection Department prior to the start of work.

#### **Article 2. Standard of Care**

Contractor shall complete 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(s) shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City’s Representative(s) 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. Authority’s Representative**

The City designates Michael Willmas and Greg Herr, as the City’s Representative(s) for purposes of this Agreement. If the City’s Representative(s) deem 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 agent observes any work performed by the Contractor to not be in conformity with the Agreement, the City’s Representative will report that to the Contractor. The City’s Representative 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 \$ 90,000.00 (“Contract Amount”). Upon completion of services, Contractor shall submit an invoice to the City via first class

mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of invoice receipt. The invoice shall be sent to:

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

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. 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:

- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the Authority or a third party.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the Authority.

#### **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. 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 Representative.

Contractor shall complete the services within 100 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). 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 7. 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 8. Workmanship and Quality of Materials**

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.

#### **Article 9. Safety Requirements**

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to ensure 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 10. 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 11. 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 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 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. The City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

#### **Article 12. 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 the 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 13. 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 14. 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 15. 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.

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 sub-contractor, 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 16. 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.

- 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 Authority 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 208  
Sheboygan, WI 53081

The proof of insurance must contain an original signature and list the City of Sheboygan, Wisconsin as an additional insured.

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 17. 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 18. 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 19. 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 20. 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 Authority shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

**Article 21. 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 22. 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 23. 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 24. 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 25. 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., Suite 108		
Sheboygan, WI 53081		

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

**Article 26. 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 27. 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 28. 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. All Addenda to the Request for Bids
5. All Other Submittals by Contractor  
(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 29. 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 30. 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) that 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 31. 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 The City of Sheboygan, Wisconsin 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**  
**Berglund Construction Co, Inc.**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## CITY OF SHEBOYGAN

## REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

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**ITEM DESCRIPTION:** A resolution authorizing the Purchasing Agent to issue a purchase order for a 2024 bucket truck and accessories for the Motor Vehicle Division of the Department of Public Works.

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**REPORT PREPARED BY:** Bernard R. Rammer Purchasing Agent

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**REPORT DATE:** June 19, 2024

**MEETING DATE:** June 25, 2024

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**FISCAL SUMMARY:**

Budget Line Item: 730399-651400  
 Budget Summary: Motor Vehicle Fund –  
 Heavy Equipment  
 Budget Expenditure: \$221,130.00  
 Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** The Department of Public Works has a 2010 model bucket truck for primary use by the Electrical Department for the maintenance of street lighting, traffic signals and electrical infrastructure throughout the City. The truck is a critical piece of equipment for the Electrical Division; however, due primarily to its age, it has become less dependable and more difficult to maintain.

The Department of Public Works intends to include funding in their 2025 budget request to purchase a new truck. The truck to be purchased will be equipped with various toolboxes and other equipment, including a battery disconnect switch as required by the City's vehicle insurer. Discounted pricing on the equipment is provided through a cooperative purchasing agreement with Sourcewell. The dealer has a suitable truck staged to be produced as a demonstrator and has offered to sell the vehicle to the City instead, with an anticipated delivery in early January 2025. This will allow the City to receive the vehicle well in advance of the current two-year lead time for these vehicles.

**STAFF COMMENTS:** Should the Common Council fail to approve the 2025 budget request for the vehicle, the dealer acknowledges the purchase order may be cancelled with no liability to the City. Additionally, if the expenditure is approved, the City will not take delivery prior to January 1, 2025. Finally, following receipt and commissioning, the current truck will be decommissioned and sold at auction with the proceeds from said sale placed on deposit with the Finance Director.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 28-24-25 authorizing the Purchasing Agent to issue a purchase order for a 2024 bucket truck and accessories for the Motor Vehicle Division of the Department of Public Works.

**ATTACHMENTS:**

- I. Res. No. 28-24-25
- II. Attachment to Res. re USSI Electrician Bucket Truck

**CITY OF SHEBOYGAN  
RESOLUTION 28-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**JUNE 17, 2024.**

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for a 2024 bucket truck and accessories for the Motor Vehicle Division of the Department of Public Works.

WHEREAS, the Department of Public Works owns and operates a 2010 bucket truck, used primarily by the Electrical Division for electrical maintenance, which is requiring more frequent and costly repairs due to age; and

WHEREAS, the City desires to replace the 2010 bucket truck with a more reliable and safer new model and intends to include this in their 2025 Capital Improvements Budget request; and

WHEREAS, the current lead time on large trucks is extremely long; however, Utility Sales and Service, Inc., of Appleton ("USSI") has a truck on order for demonstration purposes and will sell it to the City when received in January of 2025; and

WHEREAS, the purchase of vehicles or equipment is not subject to Wisconsin's public construction bidding laws; and

WHEREAS, the City's procurement policy allows the City to join with other units of government in cooperative purchasing plans when doing so would serve the best interest of the City; and

WHEREAS, as a member of the Sourcewell Cooperative Purchasing Consortium, the City is able to purchase a 2024 Versalift VST 40I bucket truck from USSI at a reduced rate; and

WHEREAS, USSI acknowledges that pursuant to Wis. Stat. Sec. 65.06(1), the City may not expend money nor incur liabilities unless specially authorized by law during the budget period for which such expense or liability is incurred. USSI is willing to void this Purchase Order if sufficient funds are not authorized.

WHEREAS, If approved, the City will not take delivery of the new truck prior to January 1, 2025 and, upon receipt and commissioning of the new truck, the current 2010 model bucket truck will be sold at public auction with the proceeds placed on deposit with the Director of Finance.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to USSI not to exceed \$221,130.00 for the purchase of a 2024 Versalift VST-40I bucket truck and accessories, including final setup and delivery, and to sell at public auction the 2010 bucket truck.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$221,130.00 from Account No. 730399-651400 (Motor Vehicle Fund - Heavy Equipment) for the purchase.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan

**Utility Sales & Service, Inc.**

412 Randolph Drive, Appleton, Wisconsin, 54913 P. (920) 788-2699

City of Sheboygan Public Works  
Sales Quote # 24

Item 7.

April 26, 2024

Rick Ney  
City of Sheboygan Public Works  
2026 New Jersey Ave, Sheboygan, WI 53081

Dear Mr. Rick Ney,

UTILITY SALES and SERVICE, INC. is pleased to submit the following quote. Please review before signing this purchase contract. After signing this contract, any and all changes will result in a change order. If a change order is required, cost may be added to the total purchase cost.

The above listed customer, Cooperative, or municipality hereby agrees to purchase the Vehicle per Utility Sales and Service, Inc. Quotation No. listed above, and dated above. Further, by executing this agreement, the undersigned asserts that he/she has the authority to commit the resources of the customer listed above.

Pursuant to this agreement, The above listed customer asserts that this sale qualifies for sales tax exemption under STATE OF WI.

And all use of the Vehicle quoted conforms to the Wisconsin Administrative Tax Rule. If ever in the future it is determined that any tax, penalties or interest are due, they are the sole responsibility of the listed customer.

**QUOTE SUMMARY****CHASSIS**

QUANTITY	Description	
1	Drive & Engine	Ram 5500
	Supplier	4x4 Gas
	GVWR	USSJ
	Cab Color	19,500lbs
	CA"	White
	Cab Type	84"
		Reg Cab

**AERIAL**

QUANTITY	Model			
1	Supplier	VST-40I		
	Horizontal Reach	TIME		
	Height to bottom of platform	30'2"	Minimum GVWR	17,500lbs
	Jib	40'4"	Appx Curb Weight for Stability	14,500lbs
	Platform Size	Dual Articulating Jib (Cobra Jib)	Requested Jib Capacity	1000lbs
	Start Stop Location(s)	30"	Platform Capacity	300/400lbs
	Emergency Power Location(s)	Upper & Lower Controls, Rear	Two Speed Switch Location(s)	Upper & Lower Controls, Rear
	Aerial/Digger Color	Upper & Lower Controls		
	Platform Stow Position	White	Digger Controls? Radio or Full Hyd	N/A
	Elevator	CS	Boom Rest Type	Ratchet Strap
	Hydraulic Tools at Basket	Yes	Tru-guard	No
	Outrigger Color	Yes	Hydraulic Tool Pressure Setting/GPM	Set to Versalift Spec
		Black	Number of Outriggers	1 Set

**BODY**

QUANTITY	Model			
1	Supplier	84DLS		
	SS Compartment Lengths in Inches	BFX		
	CS Compartment Lengths in Inches	30.5/30.5/40/31	Front Outrigger	10" (USSJ Standard)
	Front of body to CA	31.75/WU/42/31	Rear Outrigger	Outside of Body
	Compartment Mounting Height (Floor to TOC)	81"	Body Color	White
	Overall Body Length	22"	Body Lights	In Rear of Tailshelf
	Overall Width	132"	Pack Depth	20"
	Chassis CA	94"	Pack Height	42"
		84"	Floor Width	54"

**BODY / COMPARTMENT ACCESSORIES**

QUANTITY	Description	Location	Special Instructions
1	Under Structure	Under Structure	Steel
1	Floor Material	Floor	Aluminum
1	Non-Skid Compt Tops	See Special Instructions	All Compt Tops
1	Rope Light Compt Lighting	See Special Instructions	Both Sides & Top of All Compts
2	Wheel Chock Holder	CS	Fender
1	Rubber Mounted Grip Strut Step	Ship Loose	For Access Way
1	Rod-Lock System	Both SS & CS	
1	Alum Rock Guards	ALL	Front Bottom Corner of Body. Marker Light Mounted 1" Above Each Guard.
6	Locking Swivel Hook	First Vertical (SS)	Mounted 2-2-2
2	Adjustable Shelf W/Dividers	Second Vertical (SS)	-
1	Adjustable Shelf W/Dividers	Horizontal (SS)	-
1	Adjustable Shelf W/Dividers	Rear Vertical (SS)	-
1	Fixed Aluminum Shelf	First Vertical (CS)	Mounted 14" from top of compartment.
2	Adjustable Shelf W/Dividers	First Vertical (CS)	-
1	Access Way W/Grip Strut Steps	Second Vertical (CS)	2 Grab Handles
1	Durham Cabinet	Horizontal (CS)	18D on a riser
2	Adjustable Shelf W/Dividers	Rear Vertical (CS)	-
1	Hot Stick Shelf W/Small Rear Door	SS	Full Length



## FEATURES

QUANTITY	DESCRIPTION	Item/KIT Code	MOUNTING LOCATION/ INSTRUCTIONS
1	120V Outlet Double GFI	KIT	Installed in SS horizontal toward front, top of compartment.
1	120V Outlet Double GFI	KIT	Installed in CS horizontal toward front, top of compartment.
1	Inverter 1500W	UP12/1500LP-CG	Installed in CS, C1 compartment on aluminum shelf.
1	Cover Bucket 24"x30" W/Control	CB-7 W/C	On Bucket
1	Liner Bucket 24x30x42 W/Step	L3042S	In Bucket
2	Outrigger Pad 18"x18" With Holder	KIT	Near O/R
1	Extinguisher Fire 5# W/VehBrkt	B500TM	Ship Loose
2	Mudflap 16"x24" USSI KIT	KIT	Behind Rear Tires
2	Chock Wheel Rubber 9.5"x8"x6"	FA-26-R	In Holders
2	Angled Front Bumper Cone Holde	6003146	One installed on SS and one on CS front bumper
2	E-Track Alum	ZZ1903110	Installed on both SS and CS cargo walls, at top of compartment.
2	Ram Rivet Spacer	6003379	-
1	Alarm Back-Up Dual Function	STA20502DW	USSI Standard
2	Harness * Motion Alarm 10 Ft.	6006MAH10	2 If Truck Has Outriggers
1	Harness * Wiring Tailshelf 12'	6006THL12	-
1	Harness * Wiring Tailshelf 12'	6006THR12	-
1	Quick Couple Kit 1/2" With Covers	KIT	At Bucket
1	Hose Kit, VST-40 10R Reg Cab	6009002	-
1	Pump, Ram 5500, 7 GPM	AGP25RB215213T	-
1	PTO Hotshift Ram 5500	ZZ272RCKUP-B3RK	-
2	Light Strobe SYFLAT Amber 6LED	SYFLAT6-AA	Grille
2	Light Strobe & S/T/T LED Combo	SY1432ACRS	Tailshelf
2	Light Strobe SYFLAT Amber 6LED	SYFLAT6-AA	SS & CS Front Outside Corner of the Body
1	Light LED License Plate	15040	USSI Standard
3	Light LumaBar 20" Clear W/Alum	AY-LB-12HW020	Access Way, and both SS and CS above horizontal doors.
1	Light Arrow LED Amber 42"L	SY990-LED-50	Installed on rear of tailshelf
2	Light Flood 1100 Lumen	SYTLED1400R-FL	Installed in rear under tailshelf facing rearward
1	Light Flood 1100 Lumen	SYTLED1400R-FL	Rear of Pedestal
1	Paint Non-Skid Black	AS-150	Walking Surfaces
1	Pad Rest Boom Rubber Bttm VST	434-1	Tailshelf
1	Kit Reflector Triangle	20R	Ship Loose
1	Kit First Aid	821M10P	Ship Loose
1	Vise Wilton 4-1/2" Tradesman	1745	Installed in rear and receiver tube facing rearward below the tailshelf. Removable.
1	Board Plastic 2"x6" Yellow	FD2X6X8MYA	Rear of Body & Access Way
1	RV Style Trailer Socket W/Mounting Plate	KIT	USSI Standard
2	Ring Lashing D Style 5/8"	H-9402	USSI Standard
1	Eyelet Weld-On 5/8	3024T18	USSI Standard
1	Hitch Receiver 62" w/2" Tube	1801051L	-
1	Tube Receiver 2"Sq 18"Long	E-12	Installed under tailshelf on CS for vice, facing out rearward.
1	Drawer-Rear 06X24X24	FEDA062424	Between rear frames rails
1	Saddle Box 19X30X94	SBV193094	-
1	Prep Chassis		
1	Hook Up Fuel Fill		
1	Fab & Install Boom Support		
1	Wire Body/Compartment Lighting		
1	Install Mounting Brackets for Body		
1	Fab & Install Bucket Support		
1	Install Frame Extensions for Tailshelf		
23	Plumb Unit & Fill with LubeTech 22 Hydraulic Oil (Per gallon)		
1	Install Stop/Start/Throttle on Chassis in Lieu of Wired Rite SST		
1	Install Return Filter		
1	ANSI Inspection		
1	Dielectric Test		
1	DOT Inspection		
1	Clean and Prep for delivery		
1	Stability Test		

## Extended Price

## AERIAL, BODY, ACC &amp; INSTALL

\$ 156,161

## CHASSIS

Ram 5500 4x4 Gas

\$ 64,969

## NET PRICE

\$ 221,130

## Terms and Conditions

1. Your sales terms for this order: NET 30 DAYS
2. Estimated delivery date: 12/31/2024
3. This quote is valid until date: 5/26/2024
4. This quotation does not include any applicable sales taxes, title or license fees.
5. (\*\*\*) All cost increases including surcharges for major components (Chassis, Aerial, Body, Parts) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to invoices.
6. USSI does not guarantee to match the color of the body to the chassis cab or other painted components. A close match can be achieved by the customer providing an approved, non-metallic dry sample of paint. When metallic paint is used, the closest possible match can only be achieved by painting the body with metallic paint. Contact USSI for cost of painting the body, if desired.
7. CLARIFICATION: When Utility Sales and Service, Inc. (USSI) is requested to provide a chassis in response to a bid specification we do so as a service to our valued customer. USSI does not assume the chassis manufacturer's warranty. In addition, USSI does not provide transportation to or from our customer's preferred chassis dealer. USSI is responsible for assuring that the chassis conforms to the letter of the written specification (if said spec. is appropriate, available and feasible) in the bid request provided by our customer. USSI administers all equipment and body manufacturer's warranties applicable to components we install onto the chassis and provide a one-year warranty (from the date of delivery of the completed unit) on USSI workmanship.
8. This Purchase Contract is subject to the STANDARD TERMS AND CONDITIONS OF SALE-USSI HOLDINGS, INC., d/b/a Utility Sales and Service- EQUIPMENT & VEHICLES (the "Terms and Conditions"), as found on our webpage for equipment & vehicles terms & conditions or , PARTS AND SERVICE (the "Terms and Conditions"), as found on our webpage for parts & service terms & conditions or by contacting Utility Sales & Service Sales Department at 920-788-2699 to obtain copies. The terms of the Terms and Conditions are incorporated into herein and made part hereof and shall apply to this purchase and sale except where special requirements are stated elsewhere; in such cases, the special requirements shall apply. Delivery and acceptance of the equipment and/or vehicle subject to this invoice shall constitute unconditional acceptance of the Terms and Conditions. Delivery of the parts or completion of the service subject to this invoice shall also constitute unconditional acceptance of the Terms and Conditions. Click on link below to take you to USSI full Terms and Conditions.

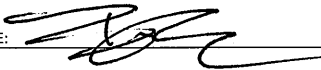
<https://utilityssi.com/pages/equipment-and-vehicles-terms-and-conditions>

Name: (Print): Rick Ney

BERNARD RAMMER

TITLE: Purchasing Agent Fleet Manager

SIGNATURE:



DATE:

4-30-24

Please verify Contact Information below is the Current Information for your Unit.

Shipping Address 2026 New Jersey Ave, Sheboygan, WI 53081

Billing Address 2026 New Jersey Ave, Sheboygan, WI 53081

Purchase Order Number

TBD

Contact Number:

920-783-6754

rick.ney@sheboyganwi.gov

Thank you for considering UTILITY SALES & SERVICE, INC. to meet your needs in utility equipment. We look forward to serving you.

Sincerely,

Outside Sales Rep: Andrew Lang

(920) 422-1389 | alang@utilityssi.com

Inside Sales Rep: Jason Janquart

(920) 788-2699 | jasonj@utilityssi.com

**CITY OF SHEBOYGAN  
DIRECT REFERRAL RESOLUTION 33-24-25  
TO PUBLIC WORKS COMMITTEE**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**JUNE 25, 2024.**

A RESOLUTION amending the Marina and Riverfront Slips Fee Schedule.

WHEREAS, the City hired a Harbor Centre Marina Manager with significant professional experience in commercial marina management and operations; and

WHEREAS, part of the manager's duties include identifying operational changes that will help with marina cashflow; and

WHEREAS, the manager has identified that making various, minimal changes to slip fees will aid in marina cashflow while keeping the marina competitive; and

WHEREAS, these changes include slightly lowering one transient slip fee for boaters who are in a slip that does not have power and providing monthly and half-season rates with the hope that these changes substantially increase marina revenue by increasing demand for slip requests and bringing the City's rates and offerings in line with the market.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council hereby adopts the attached Marina and Riverfront Slips Fee Schedule.

BE IT FURTHER RESOLVED: That the fees adopted in the herein-adopted Marina and Riverfront Slips Fee Schedule shall supersede fees previously adopted.

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 Marina and Riverfront Slips Fee Schedule

<b>Slip Rates</b>	<b>Charter Rate</b>	<b>Pleasure Rate</b>
25ft (Electric/Water)	\$1,800.00	\$1,500.00
25ft Discount (non-electric/water)	\$1,200.00	\$1,000.00
30ft	\$2,040.00	\$1,700.00
35ft	\$2,520.00	\$2,100.00
40ft	\$3,240.00	\$2,700.00
45ft	\$3,960.00	\$3,300.00
50ft	\$4,400.00	\$3,700.00
T dock (55ft minimum)	\$90.00 per foot	\$75.00 per foot
Sport Ports (Jet Ski)	\$600.00	\$500.00

<b>Slip Rates (Half Season July 15-October 15)</b>	<b>Charter Rate</b>	<b>Pleasure Rate</b>
25ft (Electric/Water)	\$900.00	\$750.00
25ft Discount (non-electric/water)	\$600.00	\$500.00
30ft	\$1,020.00	\$850.00
35ft	\$1,260.00	\$1,050.00
40ft	\$1,620.00	\$1,350.00
45ft	\$1,980.00	\$1,650.00
50ft	\$2,200.00	\$1,850.00
T dock (55ft minimum)	\$45.00 per foot	\$37.50 per foot
Sport Ports (Jet Ski)	\$600.00	\$500.00

<b>Monthly Rates</b>	
25ft (Electric/Water)	\$1,050.00
25ft Discount (non-electric/water)	\$1,050.00
30ft	\$1,260.00
35ft	\$1,470.00

40ft	\$1,680.00
45ft	\$1,889.60
50ft	\$2,100.00
T dock (55ft minimum)	\$75.00 per foot
Sport Ports (Jet Ski)	\$300.00

**Transient Fees** (\$1.75/ft up to 90ft, \$2.00/ft over 100ft)

	<b>Rate</b>
25ft Discount (non-electric/water)	\$35.00
25ft	\$43.75
30ft	\$52.50
35ft	\$61.25
40ft	\$70.00
45ft	\$78.75
50ft	\$87.50
60ft	\$105.00
70ft	\$122.50
80ft	\$140.00
90ft	\$157.50
100ft	\$200.00

**Miscellaneous Fees**

	<b>Rate</b>
Pump-out Service	\$15.00/Non-Slip Tenant Free/Slip Tenants
Daily Launch Pass	\$8.00
Annual Launch Pass (Resident)	\$60.00
Annual Launch Pass (Non-Resident)	\$70.00
Fuel Surcharge	*Market Rate *\$0.10 Discount/Gallon for Slip Tenants

**Note:** Charters will pay a rate of 20% more based on the increased demands on city services and the facilities, unless otherwise indicated.

June, 2024

Dear City of Sheboygan Common Council,

My name is Jesse Freier and I am a representative and member from the Catamaran Racing Association of Wisconsin (CRAW). We will be holding our 1<sup>st</sup> annual Sheboygan Regatta on July 19<sup>th</sup> through July 21<sup>st</sup> at King Park. Because of how the boats set up and take down, we are requesting the ability to stay at the park Friday night 07/19 and Saturday night 07/20. We would like to keep the boat rigged and set up over the course of the event weekend and be able to stay with the boats at the park during the three days. This would be camping in the park in both the parked RV's and tent camping. The projected attendance is 10 to 15 boats which equates to 4 to 5 RV and 5 or less tent campers all staying in one designated area of the park. We have the King Park pavilion rented for the weekend.

Thank you for your time. Please let me know if you have any questions, comments, or concerns.

Jesse Freier

920-254-4080

Jhorne1@yahoo.com

CRAW