



# **PUBLIC WORKS COMMITTEE AGENDA**

**June 11, 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: May 14, 2024

## **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.
- [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.

## **NEXT MEETING DATE**

8. Next Regular Meeting Date: June 25, 2024

## **ADJOURNMENT**

9. 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, May 14, 2024**

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

**COMMITTEE MEMBERS ABSENT:** Alderperson John Belanger

**STAFF/OFFICIALS PRESENT:** Civil Engineer/Project Manager Kevin Jump, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Wastewater Jordan Skiff, City Forester Tim Bull, Deputy City Attorney Liz Majerus, Administrative Clerk Stacy Weseljak, and Public Works Consultant Aaron Groh

**OTHERS PRESENT:** 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: April 09, 2024

MOTION TO APPROVE MINUTES FROM APRIL 09, 2024

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

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

**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.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

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.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Rust, Seconded by Alderperson Peterson

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

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.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

**NEXT MEETING DATE**

9. Next Regular Meeting Date: May 28, 2024

**ADJOURNMENT**

10. Motion to adjourn

MOTION TO ADJOURN AT 5:51 PM

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

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

**CITY OF SHEBOYGAN  
DIRECT REFERRAL RESOLUTION 26-24-25  
TO PUBLIC WORKS COMMITTEE**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**JUNE 11, 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.

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 appropriate City officials are authorized to draw funds in the amount of \$90,000.00 from Account No. 400500-631200 (Capital Projects Fund-Culture and Recreation-Building Improvements) for the project.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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

Attest

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

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

**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  
DIRECT REFERRAL RESOLUTION 25-24-25  
TO PUBLIC WORKS COMMITTEE**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**JUNE 11, 2024.**

A RESOLUTION informing the Wisconsin Department of Natural Resources that the 2023 Compliance Maintenance Annual Report has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the Wisconsin Department of Natural Resources that the Common Council has reviewed the draft 2023 Compliance Maintenance Annual Report (“CMAR”), which is attached to this Resolution.

BE IT FURTHER RESOLVED: That the Sheboygan Regional Wastewater Treatment Plant received an “A” grade for each section of the 2023 CMAR and no further Council action is required.

BE IT FURTHER RESOLVED: That the 2023 CMAR be accepted and placed on file.

BE IT FURTHER RESOLVED: That if the final 2023 CMAR substantially differs from the attached draft, that the final CMAR be brought to Council for review and acceptance.

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting Per.

5/29/2024

2023

Item 7.

## Influent Flow and Loading

### 1. Monthly Average Flows and BOD Loadings

#### 1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	9.3492	x	178	x	8.34	=	13,870
February	10.8328	x	153	x	8.34	=	13,806
March	18.2868	x	84	x	8.34	=	12,769
April	14.8130	x	114	x	8.34	=	14,114
May	11.1612	x	154	x	8.34	=	14,325
June	9.3563	x	191	x	8.34	=	14,932
July	8.9662	x	191	x	8.34	=	14,278
August	9.8261	x	180	x	8.34	=	14,728
September	8.4818	x	208	x	8.34	=	14,705
October	9.4929	x	181	x	8.34	=	14,330
November	9.1485	x	184	x	8.34	=	14,034
December	9.0084	x	185	x	8.34	=	13,890

### 2. Maximum Monthly Design Flow and Design BOD Loading

#### 2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	25.2	x	90	=	22.68
		x	100	=	25.2
Design BOD, lbs/day	27940	x	90	=	25146
		x	100	=	27940

#### 2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
<b>Total Number of Points</b>					<b>0</b>

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## 3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

☒ Yes

Enter last calibration date (MM/DD/YYYY)

2023-08-01

☐ No

If No, please explain:

## 4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes☒ No

If Yes, please explain:

## 5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☒ Yes☒ Yes☐ Yes☐ No☐ No☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☒ Yes

140,917

gallons

☐ No

Holding Tanks

☒ Yes

6,211,888

gallons

☐ No

Grease Traps

☐ Yes

gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance was unaffected as a result of receiving these wastes.

## 6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes☒ No

If yes, describe the situation and your community's response.

N/A

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

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- ☒ Yes  
☐ No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

We received industrial dairy wastes and process was unaffected.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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Sheboygan Wastewater Treatment Plant

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## Effluent Quality and Plant Performance (BOD/CBOD)

### 1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	2	1	0	0
February	25	22.5	2	1	0	0
March	25	22.5	3	1	0	0
April	25	22.5	3	1	0	0
May	25	22.5	3	1	0	0
June	25	22.5	4	1	0	0
July	25	22.5	3	1	0	0
August	25	22.5	2	1	0	0
September	25	22.5	4	1	0	0
October	25	22.5	2	1	0	0
November	25	22.5	2	1	0	0
December	25	22.5	2	1	0	0

\* Equals limit if limit is  $\leq 10$

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
<b>Total number of points</b>			<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

### 2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

☐ Yes Enter last calibration date (MM/DD/YYYY)

☒ No

If No, please explain:

We do not have an effluent flowmeter.

### 3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

There were no issues with treatment during 2023.

### 4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☒ Yes

☐ No

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If Yes, please explain:

Residual chlorine on July 2, 2023.

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- ☐ Yes
- ☒ No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- ☐ Yes
- ☐ No
- ☒ N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	4	1	0	0
February	30	27	4	1	0	0
March	30	27	5	1	0	0
April	30	27	5	1	0	0
May	30	27	4	1	0	0
June	30	27	4	1	0	0
July	30	27	4	1	0	0
August	30	27	4	1	0	0
September	30	27	4	1	0	0
October	30	27	4	1	0	0
November	30	27	2	1	0	0
December	30	27	3	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
<b>Points per each exceedance with 12 months of discharge:</b>					<b>7</b>	<b>3</b>
Exceedances					0	0
Points					0	0
<b>Total Number of Points</b>						<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Effluent Quality and Plant Performance (Ammonia - NH3)

### 1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	23	23	1.542	0	1.371	1.4	2.529	1.143	0
February	23	23	1.636	0	.857	2.129	1.971	1.586	0
March	23	23	1.368	0	1.486	.714	1.186	1.929	0
April	23	23	.528	0	1.057	.4	.571	.149	0
May									0
June									0
July									0
August									0
September									0
October									0
November	23	23	.243	0	.08	.086	.214	.493	0
December	23	23	.819	0	.757	.641	.751	1.177	0
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
<b>Total Number of Points</b>									<b>0</b>

0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>



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## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.309	1	0
February	.9	0.369	1	0
March	.9	0.324	1	0
April	.9	0.307	1	0
May	.9	0.382	1	0
June	.9	0.323	1	0
July	.9	0.428	1	0
August	.9	0.321	1	0
September	.9	0.445	1	0
October	.9	0.408	1	0
November	.9	0.227	1	0
December	.9	0.229	1	0
Months of Discharge/yr			12	
<b>Points per each exceedance with 12 months of discharge:</b>				<b>10</b>
Exceedances				0
<b>Total Number of Points</b>				<b>0</b>

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

N/A

0

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

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## Biosolids Quality and Management

### 1. Biosolids Use/Disposal

#### 1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☐ Land applied under your permit  
☒ Publicly Distributed Exceptional Quality Biosolids  
☐ Hauled to another permitted facility  
☐ Landfilled  
☐ Incinerated  
☒ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

#### 1.1.1 If you checked Other, please describe:

Biosolids are sold to an outside contractor for use as a soil conditioner.

### 3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

#### Outfall No. 005 - EQ Dried Sludge - Silo

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	6.8		2.7		5.8		6.9		4.6		5.1			0	0
Cadmium		39	85	.82		.57		.63		.7		.63		.56			0	0
Copper		1500	4300	370		300		330		360		310		330			0	0
Lead		300	840	22		21		21		21		19		24			0	0
Mercury		17	57	2.3		.41		.31		.42		.31		.39			0	0
Molybdenum	60		75	11		11		10		12		13		12		0		0
Nickel	336		420	23		25		20		27		25		31		0		0
Selenium	80		100	<11		<6.1		5.1		6.6		4		<2.9		0		0
Zinc		2800	7500	660		560		540		680		580		590			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)  
○ 1-2 (10 Points)  
○ > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes  
○ No (10 points)  
● N/A - Did not exceed limits or no HQ limit applies (0 points)  
○ N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)  
○ 1 (10 Points)  
○ > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)  
● No (0 Points)

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3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken?  
Has the source of the metals been identified?

0

## 4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 02/28/2023
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2023 - 04/30/2023
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2023 - 06/30/2023
Density:	4
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

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Outfall Number:	<b>004</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2023 - 08/31/2023
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	<b>004</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2023 - 10/31/2023
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	<b>004</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2023 - 12/31/2023
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	<b>005</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 02/28/2023
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

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Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 12/31/2023
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 12/31/2023
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 12/31/2023
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	005
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 12/31/2023
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

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Outfall Number:	<b>005</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 12/31/2023
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	<b>005</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 12/31/2023
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	<b>005</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2023 - 04/30/2023
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	<b>005</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2023 - 06/30/2023
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

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Outfall Number:	<b>005</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2023 - 08/31/2023
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	<b>005</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2023 - 10/31/2023
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	<b>005</b>
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2023 - 12/31/2023
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

o Yes (40 Points)

● No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

0

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Outfall Number:	004
Method Date:	01/23/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.8

Outfall Number:	004
Method Date:	03/27/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	95.3

Outfall Number:	004
Method Date:	05/15/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.8

Outfall Number:	004
Method Date:	07/31/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.1

Outfall Number:	004
Method Date:	09/18/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.2



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Outfall Number:	<b>004</b>
Method Date:	11/06/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.2

Outfall Number:	<b>005</b>
Method Date:	01/23/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.3

Outfall Number:	<b>005</b>
Method Date:	07/31/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	93.9

Outfall Number:	<b>005</b>
Method Date:	11/06/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	97.2

Outfall Number:	<b>005</b>
Method Date:	05/15/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	98

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Outfall Number:	005
Method Date:	09/18/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	97.5

Outfall Number:	005
Method Date:	03/27/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	96.3

Outfall Number:	005
Method Date:	01/23/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	97.3

Outfall Number:	005
Method Date:	03/27/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.3

Outfall Number:	005
Method Date:	05/15/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98

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Outfall Number:	005
Method Date:	07/31/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	93.9

Outfall Number:	005
Method Date:	09/18/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.5

Outfall Number:	005
Method Date:	11/06/2023
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.2

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

☒ >= 180 days (0 Points)

☐ 150 - 179 days (10 Points)

☐ 120 - 149 days (20 Points)

☐ 90 - 119 days (30 Points)

☐ < 90 days (40 Points)

☐ N/A (0 Points)

6.2 If you checked N/A above, explain why.

7. Issues

7.1 Describe any outstanding biosolids issues with treatment, use or overall management:

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Score (100 - Total Points Generated)	
Section Grade	

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## Staffing and Preventative Maintenance (All Treatment Plants)

### 1. Plant Staffing

1.1 Was your wastewater treatment plant adequately staffed last year?

- Yes
- No

If No, please explain:

Could use more help/staff for:

1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?

- Yes
- No

If No, please explain:

### 2. Preventative Maintenance

2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?

- Yes (Continue with question 2) ☐☐
- No (40 points) ☐☐

If No, please explain, then go to question 3:

2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?

- Yes
- No (10 points)

2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?

- Yes
  - Paper file system
  - Computer system
  - Both paper and computer system
- No (10 points)

0

### 3. O&M Manual

3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?

- Yes
- No

### 4. Overall Maintenance /Repairs

4.1 Rate the overall maintenance of your wastewater plant.

- Excellent
- Very good
- Good
- Fair
- Poor

Describe your rating:

While the Plant is over 40 years old, it is well-maintained and operates well.

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## Operator Certification and Education

### 1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

TYLER J HOFFMANN

Certification No:

36909

0

### 2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes		X		
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid		X		
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen		X		
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	X	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- Yes
- No
- N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- Yes
- No
- N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

### 3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff

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<div><div><input type="checkbox"/> An arrangement with another certified operator</div><div><input type="checkbox"/> An arrangement with another community with a certified operator</div><div><input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year</div><div><input type="checkbox"/> A consultant to serve as your certified operator</div><div><input type="checkbox"/> None of the above (20 points)</div><div>If "None of the above" is selected, please explain:<div></div></div></div>	0
<div>4. Continuing Education Credits</div> <div>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</div> <div>OIT and Basic Certification:</div> <div><div><input type="radio"/> Averaging 6 or more CECs per year.</div><div><input type="radio"/> Averaging less than 6 CECs per year.</div></div> <div>Advanced Certification:</div> <div><div><input checked="" type="radio"/> Averaging 8 or more CECs per year.</div><div><input type="radio"/> Averaging less than 8 CECs per year.</div></div>	

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Score (100 - Total Points Generated)	100
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## Financial Management

### 1. Provider of Financial Information

Name:

Kaitlyn Krueger

Telephone:

920-459-3440

(XXX) XXX-XXXX

E-Mail Address  
(optional):

kaitlyn.krueger@sheboyganwi.gov

### 2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?  
Year:

2023

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

### 3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2023

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

### 3.2 Equipment Replacement Fund Activity

#### 3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 1,975,199.60

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

#### 3.2.3 Adjusted January 1st Beginning Balance

\$ 1,975,199.60

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+ \$ 200,482.00

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*)

- \$ 411,122.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 1,764,559.60

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

In April 2023, one of our three aeration blowers was destroyed by fire, for which we received a \$200,482 insurance payment. One of the two remaining blowers was nearing the end of its expected life, and the other was performing inconsistently. Our City Council adopted an emergency resolution to purchase two APG Neuros turbo blowers to bring us into compliance with the aeration capacity required by our DNR permit. As an unbudgeted purchase, the equipment and engineering were taken from the emergency replacement fund,

0

3.3 What amount should be in your Replacement Fund? \$ 1,957,842.32

Please note: If you had a CWWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☐ Yes

☒ No

If No, please explain.

As explained above, the engineering and equipment costs in 2023 (as well as installation costs in 2024) were taken from the Equipment Replacement Fund, which will be made whole by the use of fund balance in 2024.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Upgrade administrative building HVAC system, including mechanical equipment, electrical service, and controls.	\$550,000	2024
2	Replace the badly corroded beams supporting a 48" influent pipe in anaerobic basins with stainless steel. Seal expansion joints and repair spalled concrete.	\$830,000	2024
3	Sanitary Sewer Lining Projects. The city of Sheboygan is setting aside money annually to line sanitary sewers in conjunction with street replacement projects over the next five years. The estimated cost is the total cost of the work over the next five years.	\$5,000,000	2028
4	Replacement aeration blower.	\$375,000	2025
5	Update 6th and Pershing Lift Station. The lift station will be painted and the controls and electrical will be upgraded.	\$125,000	2024
6	Paint Indiana Lift Station. The lift station cans will be cleaned and painted.	\$24,000	2024
7	Bleach and Bisulfite Tank Replacement, bring ventilation and sprinkler system up to current codes, expand bisulfite containment area, replace doors and eyewash station.	\$505,000	2024

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8	Upgrade the Plant laboratory with new cupboards, cabinets, and fume hood, as well as new electrical, mechanical and plumbing systems.	\$575,000	2025
9	Ferric Chloride Tank Replacement	\$150,000	2025
10	Grit System Modifications. Baffles will be installed in the Pista grit chamber to improve both low and high flow performance.	\$125,000	2024
11	Replace heat exchangers for the anaerobic digesters.	\$400,000	2024
12	Final Effluent Pumping system replacement	\$75,000	2024
13	Install fine screens and conveyor in the wet well, to augment the screens already in place downstream of the raw pumps. A \$50,000 study is anticipated in 2025.	\$2,000,000	2028
14	Study old digester area for possible demolition or re-use.	\$50,000	2025
15	North Avenue lift station controls and PLC (programmable logic controls) upgrade	\$50,000	2025
16	Replace administrative building roof.	\$550,000	2026
17	Paint North Avenue lift station	\$100,000	2025
18	Indiana Avenue lift station isolation wet well	\$450,000	2026
19	Kentucky Avenue lift station upgrade	\$3,400,000	2027
20	Replace Influent building roof.	\$450,000	2027
21	Complete small storm sewer projects to reduce I/I (\$50,000 budgeted per year for the next five years).	\$250,000	2028
22	Install VFDs on Influent Pumps 2, 3, 4	\$127,500	2027
23	Replace Influent Building HVAC, remove old boilers.	\$400,000	2027
24	Replace Shoreline Interceptor, a 60" concrete pipe between the Kentucky Ave. pump station and the WWTP.	\$12,000,000	2025
25	Install Southside Interceptor, a 48" line serving a business park, interstate corridor and expansive housing development in southwest Sheboygan.	\$31,000,000	2026

5. Financial Management General Comments

Rates have been adequate to support the plant and capital project plans. Ehlers will conduct a comprehensive review of fund balance and rates in this critical area.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

**COLLECTION SYSTEM PUMPAGE: Total Power Consumed**

Number of Municipally Owned Pump/Lift Stations:

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	65,250	295
February	56,797	449
March	100,462	379
April	73,865	258
May	57,298	32
June	53,264	1
July	43,290	0
August	49,828	0
September	40,532	0
October	41,895	13
November	49,750	130
December	45,414	397
Total	677,645	1,954
Average	56,470	217

## 6.1.2 Comments:

N/A

## 6.2 Energy Related Processes and Equipment

### 6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☐ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

### 6.2.2 Comments:

N/A

### 6.3 Has an Energy Study been performed for your pump/lift stations?

o No

● Yes

Year:

2005

By Whom:

Focus on Energy

Describe and Comment:

We continue to work with Focus on Energy and the Department of Energy Better Plants Program to identify projects and improvements.

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## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

VFDs have been replaced at the North Ave. station. The generators at North Ave. and Kentucky Ave. receive annual contract maintenance and are in good condition. Replace controls at North Ave. Upgrade pumps and controls at Kentucky Ave. Replace pumps and controls at 6th & Pershing and Indian Meadows.

## 7. Treatment Facility

### 7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

#### TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	553,500	289.83	1,910	429.97	1,287	9,914
February	538,200	303.32	1,774	386.57	1,392	17,317
March	625,500	566.89	1,103	395.84	1,580	25,281
April	642,600	444.39	1,446	423.42	1,518	19,132
May	621,000	346.00	1,795	444.08	1,398	14,274
June	693,000	280.69	2,469	447.96	1,547	9,228
July	587,700	277.95	2,114	442.62	1,328	5,210
August	589,500	304.61	1,935	456.57	1,291	7,490
September	510,300	254.45	2,006	441.15	1,157	7,926
October	551,700	294.28	1,875	444.23	1,242	5,215
November	575,100	274.46	2,095	421.02	1,366	10,729
December	370,800	279.26	1,328	430.59	861	4,083
Total	6,858,900	3,916.13		5,164.02		135,799
Average	571,575	326.34	1,821	430.34	1,331	11,317

7.1.2 Comments:

### 7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☒ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☐ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System

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- ☐ UV Disinfection
- ☒ Variable Speed Drives
- ☒ Other:

Process water system pumping.

## 7.2.2 Comments:

## 7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Two upcoming HVAC upgrades are planned to include energy-efficient VAV boxes and controls. The ability to turn down aeration blowers during low demand--and an upgrade to that system's controls--should make significant energy improvement. Replacing 3,200 aeration diffusers has shown energy savings. Installing VFDs on the three remaining raw pumps will allow them to run more efficiently.

## 8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☐ No

☒ Yes

If Yes, how is the biogas used (Check all that apply):

- ☒ Flared Off
- ☒ Building Heat
- ☒ Process Heat
- ☐ Generate Electricity
- ☐ Other:

## 9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☐ No

☒ Yes

☒ Entire facility

Year:

2005

By Whom:

Focus on Energy

Describe and Comment:

We are presently working with Focus on Energy and the Department of Energy Better Plants Program to identify projects and improvements.

☐ Part of the facility

Year:

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By Whom:	<div></div>
Describe and Comment:	<div></div>

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Section Grade	A

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## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

☒ Yes

☐ No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☐ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Continue to implement a preventative maintenance program and respond to emergency overflows. Provide adequate capacity to convey wet-weather flows. Provide resources to mitigate Sanitary Sewer Overflows (SSO's).

Did you accomplish them?

☒ Yes

☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City of Sheboygan Sewer Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2016-12-05

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☒ Rehabilitated sewer and lift station installation, testing and inspection

☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

☒ Equipment and replacement part inventories

☒ Up-to-date sewer system map



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- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="67"/>	% of system/year
Root removal	<input type="text" value="1.55"/>	% of system/year
Flow monitoring	<input type="text" value="70.78"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="8.52"/>	% of system/year
Manhole inspections	<input type="text" value="49"/>	% of system/year
Lift station O&M	<input type="text" value="19.6"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="1.92"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0.35"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year

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Private sewer I/I removal  % of private services

River or water crossings  % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

## 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="36.54"/>	Total actual amount of precipitation last year in inches
<input type="text" value="32"/>	Annual average precipitation (for your location)
<input type="text" value="203.7"/>	Miles of sanitary sewer
<input type="text" value="5"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="7"/>	Number of sewer pipe failures
<input type="text" value="15"/>	Number of basement backup occurrences
<input type="text" value="23"/>	Number of complaints
<input type="text" value="10.727"/>	Average daily flow in MGD (if available)
<input type="text" value="18.287"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.03"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.07"/>	Basement backups (number/sewer mile)
<input type="text" value="0.11"/>	Complaints (number/sewer mile)
<input type="text" value="1.7"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

## 4. Overflows

### LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED \*\*

Date	Location	Cause	Estimated Volume
None reported			

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

## 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☐ Yes

☒ No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

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● No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

We have been more intentional in sharing information with outlying communities whose wastewater is treated at our regional plant, striving to all do our part to reduce I/I.

5.4 What is being done to address infiltration/inflow in your collection system?

We continue to line sewers as roads are repaired or pipe repairs are required. Plans to repair and protect the Lakeshore Interceptor are proceeding, and construction is expected to start in 2025.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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## Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids				
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>32</b>	<b>128</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

### Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

Date of Resolution or  
Action Taken:

Resolution Number:

Date of Submittal:

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade =

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00