

**\*\*\*ATTACHMENTS\*\*\***



May 20, 2013

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

Michael Helmke to be considered for appointment to the Sheboygan Transit Commission to fill the unexpired term of Lee Montemayor whose term expires 4/30/15.

Jose Araujo to be considered for appointment to the City Plan Commission to fill the unexpired term of Todd Wolf whose term expires 4/28/14.



---

MAYOR MIKE VANDERSTEEN

OFFICE OF MAYOR

CITY HALL  
828 Center Ave.  
SHEBOYGAN, WI  
53081-4495

920/ 459-3317  
FAX 920/ 459-0256

1.6

May 6, 2013

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL: APP: 25 '13 PM:12:28

I hereby submit the following appointments for your confirmation:

**JOINT REVIEW BOARD**

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
MAYOR MIKE VANDERSTEEN	05/06/13	04/30/14
GRETCHEN THOMAS (School Board Rep)	05/06/13	04/30/14
LUCIO FUENTEZ (LTC Rep)	05/06/13	04/30/14
TOM WEGNER (County Board Rep)	05/06/13	04/30/14

  
 MICHAEL J. VANDERSTEEN, MAYOR

*Lies over*

1.8

May 6, 2013

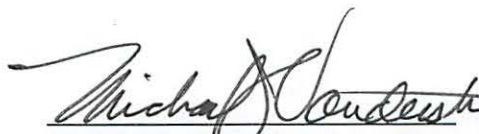
HONORABLE MEMBERS OF THE COMMON COUNCIL:

APR 26 '13 PM 12:28

Pursuant to Section 86-92 of the Municipal Code relating to the appointment of the director of planning and development, we hereby recommend that Chad Pelishek be appointed as the Director of Planning and Development for the City of Sheboygan effective immediately.

Signed:

Signed:



Michael J. Vandersteen  
Mayor



James Amodeo  
Chief Administrative Officer

Lies over

1.7

May 6, 2013

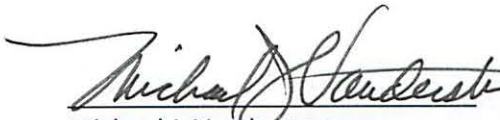
APR 26 '13 PM 12:28

HONORABLE MEMBERS OF THE COMMON COUNCIL:

Pursuant to Gen. Ord. 59-12-13 repealing Article III of Chapter 29 of the 1975 Municipal Code and creating Section 82-2 of the Municipal Code relating to the position of the director of human resources and labor relations, we hereby recommend that Sandy Rohrick be appointed as the Director of Human Resources and Labor Relations for the City of Sheboygan effective immediately.

Signed:

Signed:



Michael J. Vandersteen  
Mayor



James Amodeo  
Chief Administrative Officer

Lies over

I

Hearing No.           - 13 - 14. June 3, 2013.

Pursuant to notices published by the City Clerk, there will be a hearing this evening in connection with changes in the text of the City's Official Zoning Ordinance to change various sections so as provide for regulation of Donation Drop-Off boxes.

All interested persons will be heard.

Publish - May 17 & 24, 2013.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
TEXT OF THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 7:00 P.M., June 3, 2013, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the text of the City of Sheboygan's Official Zoning Ordinance. The purpose of the amendment is to change various sections so as to provide for regulation of Donation Drop-Off boxes.

SUSAN RICHARDS  
City Clerk

II

R. O. No.       - 13 - 14. By CITY CLERK. May 20, 2013.

Submitting various license applications.

  
\_\_\_\_\_  
City Clerk

---

AMBULANCE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1245	Orange Cross Ambulance Serv.	1919 Ashland Ave.

CIRCUS LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1417	Tripoli Shrine Circus	1202 S. Wildwood Ave.

COMMERCIAL SALVAGE & RECYCLING LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1924	Sheboygan Scrap Metals Inc.	2801 N. 21 <sup>st</sup> St.

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1382	St. Spyridon Greek Church	1425 S. 10 <sup>th</sup> St. - three-day event to be Held 6/28/13 to 6/30/13 to include all of Deland Park.

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY PLAN COMMISSION. May 20, 2013.

Your Commission to whom was referred Gen. Ord. No. 80-11-12 by Alderperson Sampson amending various sections of the City of Sheboygan Zoning Ordinance so as to provide for regulation of Donation Drop-off boxes; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 15, 2013, and after due consideration, recommends this General Ordinance be filed.

---

Director of Planning and Development

III

~~IX~~

8.1

Gen. Ord. No. 80 - 11 - 12. By Alderperson Sampson. March 19, 2012.

AN ORDINANCE amending various sections of the City of Sheboygan Zoning Ordinance so as to provide for regulation of Donation Drop-off boxes.

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

Section 1. Appendix A, Chapter 15, Section 15.105 of the Sheboygan Zoning Ordinance is amended to add "Donation Drop-off Boxes" as Land Uses Permitted as Temporary Uses in all Districts, i.e., Sections 15.105(1)(a)2.e., 15.105(2)(a)2.e., 15.105(2)(b)2.e., 15.105(2)(c)2.f., 15.105(2)(d)2.e., 15.105(2)(e)2.e., 15.105(2)(f)2.e., 15.105(3)(a)2.e., 15.105(3)(b)2.e., 15.105(3)(c)2.e., 15.105(3)(d)2.e., 15.105(3)(e)2.e., 15.105(3)(f)2.e., 15.105(3)(g)2.e., 15.105(3)(h)2.e., and 15.105(3)(i)2.e.

Section 2. Appendix A, Chapter 15, Table 15.203(9) of the City of Sheboygan Zoning Ordinance, Land Uses is hereby amended to add Subsection (i) as follows:

- (i) Donation Drop-off Boxes which shall be permitted as a temporary use in all zoning districts.

Section 3. Appendix A, Chapter 15, Section 15.206 of the City of Sheboygan Zoning Ordinance is hereby amended to add Subsection 15.206(9)(i) "Donation Drop-off Boxes" as temporary land uses and shall read as follows:

- (i) Donation Drop-off Boxes {All Districts}

Description: Any enclosed receptacle or container made of metal, steel or other noncombustible material having an opening through which clothing or other articles to be donated can be deposited and stored temporarily for pickup.

1. Temporary Use Regulations:
  - a. Donation Drop-off Boxes are prohibited on all public and private property in the City except under the following conditions:
    1. Donation Drop-off Boxes are allowed on property where the primary structure is used by a not-for-profit organization as defined by Wisconsin State Statutes and the box is used exclusively to support said organization.
    2. The drop-off box shall be placed no closer than

twenty (20) feet to any public street right of way.

3. All donations must be fully enclosed in a donation drop-off box. Donations that are not fully enclosed in a drop-off box are considered a public nuisance and subject to removal by the City of Sheboygan.
4. Display the owner's name and phone number in a prominent location on the drop-off-box.
5. Donation drop-off boxes must be regularly emptied so as to prevent overflowing of contents.
6. A donation drop-off box shall not cover a ground surface area in excess of five feet by five feet, nor be more than six feet in height.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*City Plan  
file*

Kew Samp

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No.       - 13 - 14. By CITY PLAN COMMISSION. May 20, 2013.

Your Commission to whom was referred Gen. Ord. No. 1-13-14 by Alderperson Versey amending various sections of the City of Sheboygan Zoning Ordinance so as to provide for regulation of Donation Drop-off boxes; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 15, 2013, and after due consideration, recommends approval of the General Ordinance.

\_\_\_\_\_  
Director of Planning and Development



Gen. Ord. No. 1 - 13 - 14. By Alderperson Versey. May 6, 2013.

AN ORDINANCE amending various sections of the City of Sheboygan Zoning Ordinance so as to provide for regulation of Donation Drop-off boxes.

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

Section 1. Appendix A, Chapter 15, Section 15.105 of the Sheboygan Zoning Ordinance is amended to add "Donation Drop-off Boxes" as Land Uses Permitted as Temporary Uses in all Districts, i.e., Sections 15.105(1)(a)2.e., 15.105(2)(a)2.e., 15.105(2)(b)2.e., 15.105(2)(c)2.f., 15.105(2)(d)2.e., 15.105(2)(e)2.e., 15.105(2)(f)2.e., 15.105(3)(a)2.e., 15.105(3)(b)2.e., 15.105(3)(c)2.e., 15.105(3)(d)2.e., 15.105(3)(e)2.e., 15.105(3)(f)2.e., 15.105(3)(g)2.e., 15.105(3)(h)2.e., and 15.105(3)(i)2.e.

Section 2. Appendix A, Chapter 15, Table 15.203(9) of the City of Sheboygan Zoning Ordinance, Land Uses is hereby amended to add Subsection (i) as follows:

- (i) Donation Drop-off Boxes which shall be permitted as a temporary use in all zoning districts.

Section 3. Appendix A, Chapter 15, Section 15.206 of the City of Sheboygan Zoning Ordinance is hereby amended to add Subsection 15.206(9)(i) "Donation Drop-off Boxes" as temporary land uses and shall read as follows:

- (i) Donation Drop-off Boxes {All Districts}

Description: Any enclosed receptacle or container made of metal, steel or other noncombustible material having an opening through which clothing or other articles to be donated can be deposited and stored temporarily for pickup.

1. Temporary Use Regulations:
  - a. Donation Drop-off Boxes are prohibited on all public and private property in the City except under the following conditions:
    1. The applicant shall provide written permission from the owner of the property consenting to the placement and maintenance of the donation box. The permission shall include a statement indicating that the property owner is aware of the property owner's responsibility to maintain the current operator

*City Plan  
approve*

contact information and if necessary, to maintain and remove the donation box if the operator fails to follow the provisions of this ordinance.

2. No more than two (2) donation boxes shall be allowed at each property.
  3. A donation drop-off box shall not cover a ground surface area in excess of five feet by five feet, nor be more than six feet in height.
  4. Donation boxes shall be placed on a hard surface such as asphalt or concrete, and fastened or mounted securely.
  5. The drop-off box shall be placed no closer than twenty (20) feet to any public street right of way and shall not be located in such a manner as to impede vision clearance.
  6. All donations must be fully enclosed in a donation drop-off box. Donation drop-off boxes must be regularly emptied and shall not be permitted to overflow with donations or accumulate junk, debris, or other materials. Donations that are not fully enclosed in a drop-off box are considered a public nuisance and subject to removal by the City of Sheboygan at the property owner's expense.
  7. Signage will be allowed on three (3) sides of a donation box, but the combined area of all signage on the box shall not be greater than three (3) square feet. At least one (1) sign shall include the name and contact information for the owner of each donation box.
  8. All donation boxes shall be maintained in good condition and appearance with no structural damage, holes, visible rust, graffiti, etc. All donation boxes shall be free of debris.
- b. Donation drop-off-boxes are prohibited on all residential properties including but not limited to single-family, two-family and multi-family properties.
  - c. Shall comply with Section 15.906, standards and procedures applicable to all temporary uses.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

A handwritten signature in black ink, appearing to be "S. MC", is written over a horizontal line. The signature is stylized and somewhat illegible.

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. \_\_\_\_\_ - 13 - 14. By FIRE CHIEF. May 20, 2013.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing January 1, 2013, and ending March 31, 2013.

---

Fire Chief

# Sheboygan Fire Department



Quarterly Report of Departmental Activity for the period 1/1/2013 – 3/31/2013

## SHEBOYGAN FIRE DEPARTMENT

### 1<sup>ST</sup> QUARTER INCIDENT SUMMARY

#### January:

- Firefighters cut a ring off of a woman's finger. Finger was swollen and painful. The service was greatly appreciated.
- SFD called to assist PD in with gaining entry and searching a house for a missing person.
- Carbon Monoxide concern, detector sounding. None found. Provided information to resident regarding unit maintenance.
- 1/2/2013
  - Responded to a report of a smoking clothes dryer cord / outlet. Found malfunctioning dryer with melted interior. Disconnected unit. No extension was found.
  - Responded to report of a structure fire. Firefighters extinguished stacked papers and magazines, carpet and desk. Cause was determined to be from an unattended candle. Approx. \$500 damage.
- 1/4/2013
  - Checked home for Carbon Monoxide at 1833 N 25<sup>th</sup> St.
  - At 0318, SFD assisted SPD with the search for a missing elderly woman from 2243 N 23<sup>rd</sup> St. Woman was located safe at St. Nicholas Hospital.
- 1/5/2013
  - Lock-out of residence with 2 year old inside. 1402 N. 26<sup>th</sup> St.
  - Sprinkler head activation causing water flow in ASMMC. 2629 N. 7<sup>th</sup> St.
  - Carbon Monoxide check in home. 4432 Tara Ln.
  - Carbon Monoxide leak with occupant illness. 1418 New Jersey Ave.
- 1/6/2013
  - Pull station pulled, no fire. 1503 Eisner Ave.
  - Washing machine malfunction. 4423 Primrose Ct. T101
  - Oven heating element malfunction. 3032 N 26<sup>th</sup> St.
  - Broken sprinkler pipe. 1031 Maryland Ave.
- 1/7/2013
  - Transport to Froedtert
- 1/9/2013
  - Transported a patient back to her home from St. Nicholas Hospital.

- 1/10/2013
  - Units responded to 3 vehicle accidents with injuries. Personnel performed ems duties and fluid spill cleanup.
  
- 1/11/2013
  - Assisted elderly woman to her feet @ 58 S. Hiawatha Circle
  - Carbon Monoxide found in the apartment located at 2332 Carmen Avenue. A blocked furnace vent was found to be the problem.
  - Report of smoke odor @ 2119 Erie Ave. No hazard found.
  
- 1/12/2013
  - Smell of natural gas at 2218 Lakeshore Drive.
  - Unauthorized Burning at 418 Niagara Avenue.
  - Transport to Bay Care in Green Bay.
  - Patient transported back home to Cedar Grove.
  - Smoke filled apartment with burnt food on the stove at 1509A S 12<sup>th</sup>
  
- 1/13/2013
  - Carbon monoxide call, 2328 S 12<sup>th</sup> ST.
  
- 1/14/2013
  - 828 N Water St. for a resident on oxygen that ignited clothing while smoking
  - Transport from Golden Living to Froedtert Hospital
  
- 1/15/2013
  - L4 responded to carbon monoxide detectors sounding at 1803 Arrowhead Ct. Using meters CO was found. It was determined that the furnace exhaust was getting drawn back into the home through a damaged dryer vent. The vent was plugged until the home owner would be able to make the necessary repairs.
  
- 1/17/2013
  - Responded to alarms sounding at the Sheboygan Surgical Center, 3141 Saemann Ave.
  - Responded to 3 separate EMS calls at 710 Pennsylvania Ave. - the Salvation Army building.
  - Assisted invalids at 58 S. Hiawatha Cir, 830 N.10<sup>th</sup> St & 1912 S.14<sup>th</sup> St.
  
- 1/19/2013
  - Major stabbing w/ sucking chest wound 1420 S 12<sup>th</sup> Street
  - Provide lighting at stabbing scene for PD.
  - Extrication and Med transport I-43 and County V
  
- 1/20/2013
  - 13 EMS calls
  - CO detector activated 832 North 6
  
- 1/21/2013
  - 19 Calls total
  - Vehicle strikes building at 501 North 8<sup>th</sup> Street. 2 people extricated using the jaws.
  - Cooking fires at 1914 North 10<sup>th</sup> and 2420 South 18<sup>th</sup> Street.
  - Suspicious fire on porch 1916 North 11<sup>th</sup> Street.

- 1/22/2013
- 23 calls total. 10 EMS & 13 fire including CO concerns, car accidents w/ fuel leaks, smoke in a building, water leaks & lock outs.
  - 3 CO calls – 1703 Illinois, 2114 N 8<sup>th</sup> St, and 1212 Huron Ave.
  - 2 Car accidents resulting in fluid spills. S Taylor & New Jersey and 2204 Wilson Ave.
  - Two children under the age of 1 locked in their home at 2702 Georgia Ave. The parent also had water boiling on the stove.
  - Smoke visible at Eclipse Mfg. 1828 Oakland Ave.
  - Steam/water pipe broken at St Nicholas Hospital. The steam caused the fire alarms to activate.
  - 2 assist invalid calls. One of the calls was to Golden Harbor Assisted Living, 505 S Water. Their elevator broke down and we were asked to help them move 15 residents from the lobby to their respective rooms located on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors.

- 1/23/2013
- 19 Calls Total
  - 2 Carbon Monoxide calls, 1325 N 9<sup>th</sup> and 3518 Kohler Memorial Dr. (Pizza Ranch)
  - 2 calls to assist a fallen person
  - 1 person locked out of automobile in frigid temperatures
  - 1 auto accident with hazardous fluid spill and cleanup

- 1/24/2013
- 18 calls total
  - 4 alarms activated. 1421 Maryland Ave (Sheridan School), 4217 Autumn Ct, 3604 S 14<sup>th</sup> St. and 632 Center Ave (Sheboygan Press building)
  - Smoke / burning odor at 3313 N 11<sup>th</sup> St
  - 2903 S 11<sup>th</sup> St CO alarm activated.
  - Water flow alarms activated at the former Muth Company, 2821 Muth Ct. Caused by a broken sprinkler pipe.

- 1/25/2013
- Assisted PD in gaining entry to house at 1814 N. 12<sup>th</sup> St for a welfare check.
  - Responded to 1324 S. 13<sup>th</sup> St for a report of a fatal gunshot wound to the chest. PD investigating, possible suicide.
  - Natural gas meter knocked off of house at 2207 N. 11<sup>th</sup> St during a vehicle accident. SFD shut gas off, WPS requested to respond.

- 1/26/2013
- 16 Calls Total
  - Dog Rescue from the Sheboygan River in front of 841 Riverfront Dr.
  - 2503 S 9<sup>th</sup> St, Neighbor called FD complaining of smoke odor from upstairs tenant, upon investigation conditions appeared normal, neighbor dispute
  - CO Alarm detector activated, 2805 S 11<sup>th</sup> St, battery low

- 17 calls total
  - Assist fallen person 2022 N 5<sup>th</sup> Street
  - Structure Fire at 1131 Oakland Avenue. Extinguished prior to heavily involving the actual structure. 2 pet dogs perished. \$75,000 dollars damage.
- 1/28/2013
- Vehicle accident at 13<sup>th</sup> and North with ems provided and fluid spill cleanup.
  - CO alarms activated at 4035 Pine Bluff Drive.
  - 810 N 14<sup>th</sup> Street, Vehicle on fire in the parking lot
- 
- 1/29/2013
- Responded to an Anhydrous Ammonia leak at 1536 N. 18<sup>th</sup> Street, American Orthodontics. SFD ordered evacuation of building. SFD set up a safety perimeter and informed neighborhood of situation. 1800 gallon tank was leaking from the main valve. Sheboygan County Haz Mat team was requested to respond. Leak was stopped by entry team wearing class B Haz Mat suits and SCBA.
- 
- 1/30/2013
- Burned electrical odor at 1203 Kentucky Avenue from space heater
  - Alarms Activated from smoke in the hall at 910 N 10<sup>th</sup> Street
- 
- February:**
- 
- 2/2/2013
- Total of 20 calls
  - Requested for Mutual Aid at 4205 Cherrywood Ct, Orange Cross unable to respond
  - Smoke Detector activation 1914 N 10<sup>th</sup> St, a residential smoke detector system, cooking set off detector.
  - Unauthorized burning complaint, 1520 Union Ave, male subject burning ex-wives clothes
  - Car Accident with fluid spill on Taylor Drive in front of Memorial Mall
  - Smoke detector activation at 823 Michigan Ave, El Camino's Restaurant. Smoke detector goes off when waiter walks under smoke detector with tray full of food
  - House fire located at 3802 S 17<sup>th</sup> St
  - 1805 Geele Ave, tenant is having problem with a light fixture and would like house checked for possible fire in attack, light fixture found to be bad.
  - 2409 W Mark Dr., assist invalid back into bed after falling out of bed.
  - 724 N Evans St., CO Alarm, found to be malfunction CO Detector
- 
- 2/3/2013
- Responded to 1107/1109 N. 8<sup>th</sup> Street for a report of a structure fire. Firefighters encountered and extinguished a fire in the basement. They had difficulty exposing and extinguishing areas of involvement in the ceiling and walls. There was 1 firefighter injury at this incident.

- 2/5/2013
  - Responded to 2 reports (Int. of N 3<sup>rd</sup> and North Ave; N 15<sup>th</sup> and Geele Ave) of "Lines Down" due to inclement weather.
- 2/8/2013
  - Oven fire at 1318 Pennsylvania Avenue, ventilation required and correction of nonfunctioning smoke detector system
  - Cooking fire at 923 High Avenue, smoke detector system malfunctioning with corrective action taken
- 2/9/2013
  - Water problem at 630 Riverfront Dr.
  - Carbon monoxide check 3022 N 8<sup>th</sup> St.
  - Request from OC to transport patient from St. Nicks to St. Agnes, Fond du Lac
- 2/11/2013
  - 20 total calls
  - Water removal from the yard at 710 Broadway Ave. This was causing flooding of their basement.
  - 916 Huron Ave Apt #203 Smoke alarms sounding in an apartment. For the 2<sup>nd</sup> time in 2 months a pail of smoldering cigarettes set off the alarms in this apartment.
  - 1428 Erie Ave. smoke coming from roof at the base of the chimney.
  - 2 car accidents
- 2/14/2013
  - Vehicle fire, totally involved @ 2500 Wilson Avenue.
  - Elevator alarm sounding @ 505 S. Water St.
  - 22 FD incident responses
- 2/15/2013
  - Vehicle Fire at Pigeon River School parking area
  - Fire alarms sounding at 3333 Crocker Avenue and 1714 Cambridge Avenue
  - Citizen locked out of their home at 1624 Michigan, assisted in advising where to place smoke detectors in home
- 2/17/2013
  - Cooking Fire at 1518 S. 24<sup>th</sup> St.; 4:30pm
  - Lock Out at 1641 N. 11<sup>th</sup> St.; 6:40pm
  - Assist Invalid at 3014 N. 13<sup>th</sup> St.; 6:00am
- 2/18/2013
  - Investigated diesel fuel entering the Sheboygan River through a storm sewer drain. DPW assisted. Found the source to be an isolated incident. DPW completed removal.
  - Pumped 3'-4' of water from the basement of the Embers Apartments at 3615 South Business Dr.
  - Cleaned up a fuel spill in the roadway at 2331 N 15<sup>th</sup> St.
- 2/20/2013
  - Extrication at the intersection of N 12<sup>th</sup> St & Superior. 2 people transported to the hospital.
  - Assist elderly woman reset her Life Line at 2010 S. 9<sup>th</sup>
  - 2 Assist Invalids 909 Ontario & 828 N 10<sup>th</sup> St

- 2/22/2013
  - Responded to the intersection of N. 21<sup>st</sup> St & Calumet Dr. for a mother and her 6 year old daughter hit by a car. Both were transported to the hospital.
  - Investigated and located a natural gas leak at 2524 N. 10<sup>th</sup> St.
  - Investigated complaint of a strange odor at 3100 Superior Avenue, St. Nicholas Hospital. Found overheated communication equipment to be the cause.
- 2/25/2013
  - Responded to a Fire at 2201 Erie Avenue, Apt. C101, the Tamarack House. Tenant fell asleep in a chair which was ignited by his lit cigarette. Filled the first floor apartment and hallway with smoke. Damage confined to the chair.
- 2/26/2013
  - Responded to three addresses to assist fallen occupants
  - Assisted a person trapped in elevator as a result of the power outage
  - Report of smoke in the rear of 2302 Indiana Ave. Coals from an overturned grill ignited a debris pile next to a home.
  - Automatic fire alarms activated at 1607 Geele Avenue and 2821 Muth Court
  - 21 emergency calls total
- 2/27/2013
  - CO alarms sounding at 2902 S 17<sup>th</sup> St.
  - Wires down in the backyard of 1311 Ashland Ave.
- 2/28/2013
  - Assisted Citizen in shoveling out their hydrant 1500 block of South 14<sup>th</sup>
  - Smoke in apartment at 916 Huron Avenue
- March:**
- 3/1/2013
  - 19 EMS Calls
  - Assisted and invalid at 334 St Clair Ave.
- 3/3/2013
  - 13 EMS Calls
  - 1 direct transport to Aurora Grafton
- 3/5/2013
  - Smoke visible on the second floor due to a furnace malfunctioning at 1231 N 6<sup>th</sup> Street
  - Smoke alarm activated at 929 North 8<sup>th</sup> Street
  - Resident locked out of their home at 3029 South 11<sup>th</sup> Street
  - Manual pull station fire alarm activated at the Memorial Mall
  - Assist Fallen person at 914 N 11<sup>th</sup> Street

- 3/6/2013
  - Responded to 2720 S. 10<sup>th</sup> Street to the report of a fire in an oven. Confined to oven, no additional damage.
  
- 3/7/2013
  - Structure Fire 1627A Alabama Avenue
  - Fire Alarms activated at 1251 Geele Avenue
  - 17 calls total
  
- 3/8/2013
  - Burning electrical wires on a pole at 3100 Superior Ave
  - Odor of Natural gas in the 3100 block of South Business Dr.
  - 21 calls total
  
- 3/9/2013
  - 3315 Superior Ave alarms off from burnt food
  - 4044 Marion Ave smoke showing
  - 12 calls total
  
- 3/10/2013
  - 31 calls, approx. 20 water related
  - 1021 N 8<sup>th</sup>, structure fire
  - 3200 Washington Ave. auto accident, multiple injuries
  - 1 transport to Aurora Grafton
  
- 3/11/2013
  - Responded to 3101 S. 19<sup>th</sup> Street, 1712 N. 11<sup>th</sup> and 2216 N. 29<sup>th</sup> Street to pump water from the backyards where it was leaking into the basements and threatening other properties.
  
- 3/14/2013
  - Fire alarms activated at 4211 Autumn Court
  
- 3/16/2013
  - CO detectors activated at 2008 N 26<sup>th</sup> Street
  - Alarm sounding at 2341 Skyline Dr.
  - Fire/Explosion 2522 S 24<sup>th</sup> St Hexion Chemicals
  
- 3/17/2013
  - 4317 Morning view Ct. self-cleaning oven caused alarms to sound.
  - 1017 Clara Ave. Non-emergency home lock-out.
  
- 3/19/2013
  - Assisted a woman gain entry into her home at 1135 Erie Ave. where she locked herself out with 2 children inside the home.
  - Checked a home for CO. 1732 Knoll Crest Dr.
  - Two calls for wires down- 2713 Calumet Dr. & 2813 Henry St.
  - Unlocked a running vehicle at 1607 S 13<sup>th</sup> St.
  
- 3/20/2013
  - Responded to 2611 Indiana Avenue, for smoke visible, per the request for an Engine from the Town of Sheboygan. 2 additional units were sent. City units first on scene. Burnt food.
  - Responded to 1313 N. 29<sup>th</sup> Street for a report of light haze in basement, water on the floor. Unit on scene found a clothes washer belt slipping, creating heat and smoke.

- 3/21/2013
  - Power pole arcing at 2622 N 15<sup>th</sup> St
  - Responded to 534 Fairway Dr. for a carbon monoxide detector which activated.
  - Assisted an invalid at 1019 Dillingham Ave.
  
- 3/22/2013
  - Responded to a water flow alarm at 826 Taylor Parkway. Sprinkler system extinguished a bedroom fire on the 5<sup>th</sup> floor. SFD removed water seeping into all 5 floors below fire. Extensive water damage. Approximately \$25,000 damage. Two tenants with minor injuries were transported.
  
- 3/25/2013
  - 617 Michigan Avenue for a wall that was ignited earlier this day when workmen used a torch to heat a copper drain pipe solder joint
  - Responded to 716 Clara Avenue for fire alarms activated in the factory
  - House fire at 1931 N 11<sup>th</sup> Street, firefighters assisted an upper occupant to safety as he was trapped on the front porch flat roof. There was extensive damage to the upper apartment and attic area.
  
- 3/26/2013
  - Responded to a report of a natural gas odor inside 2032 Erie Avenue, the Red Cross building. No odor or readings found.
  
- 3/27/2013
  - Disabled citizen locked out of their home. Caregiver was present.
  - Smoke visible in attic reported at 1931 N 11<sup>th</sup> Street.

**Detailed Breakdown by Incident Type**

<b>INCIDENT TYPE</b>	<b># INCIDENTS</b>	<b>% of TOTAL</b>
111 - Building fire	21	1.68%
113 - Cooking fire, confined to container	11	0.88%
118 - Trash or rubbish fire, contained	1	0.08%
131 - Passenger vehicle fire	4	0.32%
151 - Outside rubbish, trash or waste fire	3	0.24%
162 - Outside equipment fire	3	0.24%
251 - Excessive heat, scorch burns with no ignition	3	0.24%
300 - Rescue, EMS incident, other	8	0.64%
311 - Medical assist, assist EMS crew	66	5.28%
320 - Emergency medical service, other	1	0.08%
321 - EMS call, excluding vehicle accident with injury	838	67.04%
322 - Motor vehicle accident with injuries	27	2.16%
323 - Motor vehicle/pedestrian accident (MV Ped)	4	0.32%
324 - Motor vehicle accident with no injuries.	1	0.08%
331 - Lock-in (if lock out , use 511 )	1	0.08%
341 - Search for person on land	1	0.08%
352 - Extrication of victim(s) from vehicle	2	0.16%
353 - Removal of victim(s) from stalled elevator	2	0.16%
411 - Gasoline or other flammable liquid spill	1	0.08%
412 - Gas leak (natural gas or LPG)	4	0.32%
413 - Oil or other combustible liquid spill	4	0.32%
422 - Chemical spill or leak	8	0.64%
424 - Carbon monoxide incident	7	0.56%
440 - Electrical wiring/equipment problem, other	4	0.32%
442 - Overheated motor	3	0.24%
444 - Power line down	2	0.16%
445 - Arcing, shorted electrical equipment	2	0.16%
500 - Service Call, other	1	0.08%
511 - Lock-out	11	0.88%
512 - Ring or jewelry removal	2	0.16%
520 - Water problem, other	2	0.16%
521 - Water evacuation	24	1.92%
522 - Water or steam leak	4	0.32%
531 - Smoke or odor removal	1	0.08%
542 - Animal rescue	1	0.08%
551 - Assist police or other governmental agency	6	0.48%
552 - Police matter	1	0.08%
553 - Public service	10	0.80%
554 - Assist invalid	49	3.92%
561 - Unauthorized burning	2	0.16%
600 - Good intent call, other	6	0.48%
611 - Dispatched & cancelled en route	5	0.40%
622 - No incident found on arrival at dispatch address	2	0.16%
651 - Smoke scare, odor of smoke	8	0.64%
652 - Steam, vapor, fog or dust thought to be smoke	4	0.32%
661 - EMS call, party transported by non-fire agency	1	0.08%
671 - HazMat release investigation w/no HazMat	14	1.12%
713 - Telephone, malicious false alarm	1	0.08%
714 - Central station, malicious false alarm	3	0.24%
715 - Local alarm system, malicious false alarm	3	0.24%
721 - Bomb scare - no bomb	1	0.08%
731 - Sprinkler activation due to malfunction	3	0.24%
733 - Smoke detector activation due to malfunction	8	0.64%
734 - Heat detector activation due to malfunction	1	0.08%
735 - Alarm system sounded due to malfunction	6	0.48%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

**Detailed Breakdown by Incident Type**

INCIDENT TYPE	# INCIDENTS	% of TOTAL
736 - CO detector activation due to malfunction	14	1.12%
741 - Sprinkler activation, no fire - unintentional	2	0.16%
743 - Smoke detector activation, no fire - unintentional	9	0.72%
745 - Alarm system activation, no fire - unintentional	10	0.80%
746 - Carbon monoxide detector activation, no CO	2	0.16%
812 - Flood assessment	1	0.08%
<b>TOTAL INCIDENTS:</b>	<b>1250</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

## 1ST QUARTER 2012 BREAKDOWN BY INCIDENT TYPE FOR COMPARISON

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	9	0.85%
113 - Cooking fire, confined to container	13	1.23%
131 - Passenger vehicle fire	3	0.28%
142 - Brush or brush-and-grass mixture fire	1	0.09%
151 - Outside rubbish, trash or waste fire	2	0.19%
160 - Special outside fire, other	1	0.09%
251 - Excessive heat, scorch burns with no ignition	2	0.19%
300 - Rescue, EMS incident, other	5	0.47%
311 - Medical assist, assist EMS crew	42	3.96%
321 - EMS call, excluding vehicle accident with injury	763	71.98%
322 - Motor vehicle accident with injuries	21	1.98%
323 - Motor vehicle/pedestrian accident (MV Ped)	3	0.28%
324 - Motor vehicle accident with no injuries.	3	0.28%
350 - Extrication, rescue, other	1	0.09%
352 - Extrication of victim(s) from vehicle	5	0.47%
353 - Removal of victim(s) from stalled elevator	2	0.19%
411 - Gasoline or other flammable liquid spill	4	0.38%
412 - Gas leak (natural gas or LPG)	7	0.66%
413 - Oil or other combustible liquid spill	2	0.19%
422 - Chemical spill or leak	3	0.28%
424 - Carbon monoxide incident	5	0.47%
442 - Overheated motor	4	0.38%
444 - Power line down	5	0.47%
445 - Arcing, shorted electrical equipment	5	0.47%
463 - Vehicle accident, general cleanup	2	0.19%
500 - Service Call, other	1	0.09%
511 - Lock-out	1	0.09%
522 - Water or steam leak	5	0.47%
542 - Animal rescue	3	0.28%
551 - Assist police or other governmental agency	6	0.57%
553 - Public service	2	0.19%
554 - Assist invalid	31	2.92%
561 - Unauthorized burning	12	1.13%
600 - Good intent call, other	3	0.28%
611 - Dispatched & cancelled en route	5	0.47%
621 - Wrong location	1	0.09%
622 - No incident found on arrival at dispatch address	2	0.19%
631 - Authorized controlled burning	4	0.38%
651 - Smoke scare, odor of smoke	2	0.19%
652 - Steam, vapor, fog or dust thought to be smoke	2	0.19%
671 - HazMat release investigation w/no HazMat	3	0.28%
714 - Central station, malicious false alarm	2	0.19%
715 - Local alarm system, malicious false alarm	2	0.19%
721 - Bomb scare - no bomb	1	0.09%
731 - Sprinkler activation due to malfunction	2	0.19%
732 - Extinguishing system activation due to malfunction	1	0.09%
733 - Smoke detector activation due to malfunction	12	1.13%
735 - Alarm system sounded due to malfunction	7	0.66%
736 - CO detector activation due to malfunction	12	1.13%
740 - Unintentional transmission of alarm, other	1	0.09%
741 - Sprinkler activation, no fire - unintentional	2	0.19%
743 - Smoke detector activation, no fire - unintentional	6	0.57%
744 - Detector activation, no fire - unintentional	1	0.09%
745 - Alarm system activation, no fire - unintentional	12	1.13%
746 - Carbon monoxide detector activation, no CO	3	0.28%
<b>TOTAL INCIDENTS:</b>	<b>1060</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

# Sheboygan Fire Department

Sheboygan, WI

This report was generated on 5/15/2013 3:35:40 PM



## Property Values versus Losses per Incident for Date Range

Start Date: 01/01/2013 | End Date: 03/31/2013

INCIDENT #	PRE-INCIDENT VALUE	LOSSES
2013-00023	\$84,500.00	\$500.00
2013-00412	\$92,300.00	\$75,000.00
2013-00414	\$2,000.00	\$400.00
2013-00480	\$200,000.00	\$150,000.00
2013-00490	\$64,900.00	\$22,000.00
2013-00562	\$300.00	\$300.00
2013-00633	\$3,300.00	\$3,300.00
2013-00701	\$5,000.00	\$2,500.00
2013-00929	\$89,700.00	\$4,000.00
2013-00983	\$3,600.00	\$3,600.00
2013-00992	\$582,700.00	\$13,000.00
2013-01150	\$1,041,400.00	\$28,000.00
2013-01179	\$633,100.00	\$750.00
2013-01183	\$171,300.00	\$75,000.00
<b>Totals:</b>	<b>\$2,974,100.00</b>	<b>\$378,350.00</b>

Both the PRE-INCIDENT VALUE and LOSSES columns are the summation of the respective Property and Contents fields as recorded on the Basic Info 5 screen of an incident. Only REVIEWED incidents included. EMS incidents excluded.

II

R. O. No. \_\_\_\_\_ - 13 - 14. LIBRARY DIRECTOR. May 20, 2013.

**Conveying the Mead Public Library Board Annual Report for 2012**

The Mead Public Library Board has approved its 2012 Annual Report for distribution. This local report includes narrative, financial, and service data sections that may be of interest to the City of Sheboygan Common Council. It is available online at <http://www.meadpubliclibrary.org/about/annual>.

A summary of the 2012 report is available for the general public in print and at the Mead Public Library website: <http://www.meadpubliclibrary.org/about/annual> . Both reports also include information about the activities of the Friends of Mead Public Library and the Mead Public Library Foundation.

For additional information or to share your questions and comments, please contact Interim Library Director Karin Menzer: 920-459-3400 x3414; [Karin.Menzer@meadpubliclibrary.org](mailto:Karin.Menzer@meadpubliclibrary.org).

---

Interim Library Director

# **2012 MEAD PUBLIC LIBRARY ANNUAL REPORT**

**SHARON WINKLE, LIBRARY DIRECTOR,  
RETIRED FEBRUARY 1, 2013**

I started working at Mead Public Library as Director in January 1991 and retired at the end of January 2013 after 22 years of service. I feel very privileged to have had the opportunity to serve as one of the five Mead Public Library directors during its first 115 years as Sheboygan's public library and major center of community life. I enjoyed working with the Mead Public Library Trustees and staff, the Friends of Mead Public Library, and the Mead Public Library Foundation — the three sibling organizations that share the primary goal of continuous development of public library services for the benefit of all community members.

During my time at Mead, my individual aim was to work with the Library Board and staff in order to craft service and delivery options to meet the diverse needs and expectations of community members, both individual and institutional. I wanted to help assure that Mead determined its service mix and means of delivery not only through the examination of best practices but also through evaluation of the expectations of the residents and organizations that support and use its services.

One of the great strengths of public libraries is that no two are exactly alike — they not only reflect but also focus the characteristics and cultures of their communities. Each public library is an essential part of the civic infrastructure of the community it is designed to serve. Mead offers services in a manner that makes the best possible use of the resources available. It serves the current customer yet retains the capacity to serve the next. And those associated with the library understand its role as a corporate citizen among corporate citizens, all of which are working for the long-term benefit of the community at large.

While at Mead, I had the great fortune to work with two cohorts of accomplished and dedicated managers who, along with other staff members, emphasized the critical importance of outstanding customer service based on continuous improvement of library collections, service delivery, facilities, and programs. I know that everyone will welcome the

next Mead Public Library director as they welcomed and worked with me.

Special thanks go to Karin Menzer, interim library director, and Susan Durant, interim Youth Services manager, for their willingness to accept new responsibilities in order keep Mead moving forward during the interim period. And thanks to all who are associated with Mead as staff members, board members, volunteers, supporters, and customers. The value you place on your public library services will assure that Mead services will continue to benefit individual residents and the community at large.

## **ADULT SERVICES**

**DEBBRA VOSS, MANAGER**

2012 was a very busy year for the Adult Services Department. The range of activity included the day-to-day operation of the department's second floor service desks, selecting a wide range of items from print and audiovisual to databases, developing and arranging a broad range of programs to meet the interests and needs of our adult library customers, grant writing, evaluating the makeup and space allocation for several collection areas, and participating in the development of additional space for adult programming.

Although the data show a decline of reference and other requests, the type of requests often require more staff time. The technological advances in computing, the Internet, and other electronic resources have provided unbelievable access to information. But wise use of computers and electronic resources presupposes a given skill set.

According to the 2012 Pew Internet Project's "Digital Differences" report, one in five Americans does not use the Internet (<http://pewinternet.org/Reports/2012/Digital-differences/Overview.aspx>). The lack of knowledge and access to computers and the Internet can be quite daunting, especially in today's world where just about every employer requires that job applications be completed online. This process also assumes that applicants have e-mail accounts, which further adds to the frustration for many people with limited or no skills. So staff time often is required to educate library customers on very basic computer and Internet skills.

The computer skill set goes beyond knowing how to use a keyboard or mouse and maneuvering between computer programs. A critical component is information literacy. According to a press release from the National Forum on Information Literacy (<http://infolit.org>), "In today's Information Society, knowing how to find, analyze, synthesize, and utilize effectively information at home, in school and in the workplace is an essential, key pathway to professional, personal, and academic success...Let there be no doubt—not to have and/or utilize this critical skill set in making any type of informed life and/or professional decision truly has the capacity to severely undermine our economic welfare, national security, and quality of life as one of the world's great democracies." Information literacy education is just another daily service provided by the AS Librarians.

We offered programs for adults in 2012 with a wide range of educational and entertainment opportunities. The well-established book discussion groups included the Great Books

series; the Poetry Circle with Karl Elder, the Jacob and Lucile Fessler professor of creative writing at Lakeland College; a fiction series with Joe Milicia, UW-Sheboygan emeritus faculty; and additional fiction and non-fiction book discussion groups moderated by several volunteers. José Álvarez-García, assistant professor of Spanish at Lakeland College, moderated the first-ever Spanish language book discussion group at the library in fall. Ginny Nyhuis, from the Alzheimer's Association of Southeastern Wisconsin, led four discussion programs about the book "Still Alice" by Lisa Genova. The Friends of Mead Public Library generously donated their time to offer a film series for adults.

We also strive to collaborate with other community groups and organizations to expand the programming choices available at the library. Some highlights from 2012 include:

Nine-part Money Smart Week program series with the Consumer Credit Counseling Service.

The Wisconsin Academy of Sciences Arts & Letters program with John Gurda presenting "Parallel Cities: Is Milwaukee Just a Bigger Sheboygan?"

A dementia forum with Ginny Nyhuis from the Alzheimer's Association of Southeastern Wisconsin.

Bonnie Rauwerdink, career consultant at the Wisconsin Job Center, who offered a four-part series on job searching, resumes, and the Workforce Development Act.

The second annual "100 Thousand Poets for Change" program with Lakeland College.

Kelly Rohde, Adult Services librarian, along with Adult Services pages and volunteers, offered over 30 workshops for customers learning how to download free e-content from Wisconsin's Digital Library, using OverDrive software. Wisconsin's Digital Library is a project of the Wisconsin Public Library Consortium (WPLC) with funding from Wisconsin public libraries and library systems. It purchases downloadable e-books and e-audiobooks for participating Wisconsin libraries. In addition, over 24 basic computer skills drop-in sessions were offered by local area student volunteers as part of the Plymouth Intergenerational Council's outreach effort.

Kim Dalhaimer wrote two successful grants for digitization projects. One was a Library Services and Technology Act Grant, funded by the federal Institute of Museum and Library Services. However, we were recently notified that all LSTA grant awards will be delayed until 2014 due to funding shortfalls. The other grant was from the Kohler Foundation.

To support expanded programming space for adults and children, the Library Board approved the use of the third floor space previously reserved for current adult magazines and newspapers, Jerry Black's vending café, and the Mead Reading Room. We re-evaluated the existing adult collection space to accommodate the relocation of the Jerry Black's and issues of current magazines and newspapers. To accommodate the changes, the second floor reference collection and magazine and newspaper back issue collections were downsized and reconfigured. The first floor audiovisual, foreign language, fiction, and several smaller special collections were reconfigured and shifted to make space for two café areas. A large number of items were shifted within a short period of time by the Adult

Services staff with the help of the maintenance crew who relocated shelving for this project. In addition, in early 2012, all of the genealogy research materials were consolidated and relocated into one section of the second floor. This change improved access for genealogy researchers.

As in past annual reports, I would like to thank the many volunteers that helped this Department during 2012. They ensured the continuation of home delivery and Nursing Home Deposit Collection services, assisted staff with technology demonstrations and workshops, provided a film series for adults, entered data for The Sheboygan Press Newspaper retrospective indexing project, and also did some of the possibly less fun work like shelf reading and cleaning computers. Thanks again.

## **CIRCULATION AND TECHNICAL SERVICES**

**DIANE KALLAS, MANAGER**

The combined efforts of the Circulation and Technical Services staff members kept the materials flow moving at a steady pace in 2012. As in previous years, the library was closed for five furlough days, spread out as individual days throughout the year. We were also closed one day in August for a major software upgrade. Yet, we still checked out over 757,000 items for the year including books, magazines, DVDs, music CDs, and audiobooks.

Approximately 65 percent of those items were checked out by customers themselves at one of our four 3M Self Check units. Since their introduction over seven years ago, over 4 million items have been "self checked." Our customers have become quite adept at checking out their own materials and many prefer it, citing speed, privacy and not having to wait in line as key factors. This popular self-service option enables Circulation staff members to focus attention on customers who need assistance in placing requests or picking up holds, had questions about their accounts, or just needed personal service.

We were grateful once again to the dedicated group of volunteers who worked with our staff to check the shelves for requested Mead items. Over 124,000 requests for Mead materials were made via Easicat in 2012. Requests for materials remained high throughout the Eastern Shores Library System all year long. Mead customers borrowed almost 57,000 items from other ESLS libraries, and we sent out over 100,000 items to fill requests at other ESLS libraries—all shipped and received via the ESLS van delivery service!

This year, we experimented with Customer Service volunteers on the first floor. These volunteers were assigned to roam around the first floor and offer assistance to customers in using self check, looking up items on Easicat, and locating items on the shelves. They were also trained to give some general directions and make appropriate service referrals. So far, this new service seems to be a great success!

Interlibrary Loan remained popular for customers in 2012 as they continued to place a high volume of requests through the WISCAT link on our website. We processed 6,207 items to be sent to libraries outside ESLS and received 4,263 items for our customers.

The Rocca Meeting Room had 249 bookings in 2012. Approximately 25 percent of those requests were made by groups outside of the library. Staff and customers appreciate the ability to easily see the room's availability and do their own booking immediately. A staff member in Circulation reviews each request and sends a confirmation e-mail.

The Technical Services staff handled 25,231 items that were added to our collections in 2012. We revised our receiving process and this proved to be an effective way to process high demand items more quickly for our customers.

We continued our use of Unique Management Services, a library-focused materials recovery agency. UMS provides a level of follow-through that would not otherwise be possible for our library staff.

The staff in Circulation and Technical Services works diligently to provide the highest level of customer service. Whether working directly with people at the Customer Service desk, or behind the scenes, our goal has always been to keep customers satisfied by providing materials and information as quickly and accurately as possible.

## **INFORMATION TECHNOLOGY**

### **DALE GORT, INFORMATION TECHNOLOGY SPECIALIST**

The security camera system required a major upgrade in 2012 including a server upgrade and a change of software to the exacqVision system. We are increasingly using security cameras to observe activities in all areas of the building.

The WiFi (wireless Internet) system was upgraded with access point replacement on the third and second floors (which were then relocated to the basement), and another access point was added to the second floor. This upgrade seems to be providing better coverage and stability. Usage appears to be increasing, but we currently have no way to document this. In the future we may add a controller which would provide better administration and also statistics. Besides our own laptops we are seeing an increasing number customers bring their own laptops and tablets into the building.

Two of the early literacy workstations in the Landwehr Children's Library Center were upgraded.

## **PUBLIC RELATIONS**

### **HELENE CAPIZZI, PUBLIC INFORMATION SPECIALIST**

2012 was another year of incremental changes in our efforts to move forward with digital delivery of information while making sure that our more traditional customers are able to maintain a level of comfort. This reality often means providing information in several formats, which is certainly not an unusual position today for libraries as well as pretty much everyone else in marketing and promotion. For example, faced with some difficulty in getting Footnotes newsletter subscribers to switch to the e-mail version of the publication,

we'll continue to publish a paper version for mail and pickup at the library. However, since we also publish an e-mail based newsletter, we are offering that option to more customers through messages on hold notices and application cards and a signup option on the homepage of the website.

It is clear that our customers, like Americans everywhere, are relying more and more on mobile devices for web-based information. Looking to the near future, Mead Public Library needs to offer digital services oriented to mobile devices. To that end, we looked seriously at two products that create mobile websites for libraries based on the information mobile users request most often (hours, directions, calendar, catalog, databases). Keeping in mind that our current website development software is not compatible with modern mobile applications, we will continue in 2013 to look at ways to provide cost-effective mobile options for our customers.

I continue to promote our expanding number of events and programs, and in 2013 took on special projects, such as informational pieces for the James Michael Art Collection, Brainfuse, and Friends and Foundation activities.

## **YOUTH SERVICES**

### **KARIN MENZER, MANAGER**

#### **Children's Services**

Among the highlights of 2012 in Children's Services was the first-ever Summer Library Program kick-off carnival. One of the Youth Services initiatives for this year was to increase the number of children registering for the Summer Library Program by trying some new program ideas. The teen summer program has been holding successful kick-off carnivals for several years so it was time to try it with the younger children. Youth Services staff member Aimee Steinbruecker organized the event which included games, a craft station, face painting, balloons and even cotton candy. It was a big hit with 491 people attending.

Another technique employed to raise the number of children signing up for the summer reading program was to register children for library cards in the children's library rather than sending them to the first floor customer service desk as was done in the past. Because children need to have a library card to register for the program, this was a time-saver for parents and was made possible by activating the online library card application feature in our library system software. During the 2012 summer library program 496 children registered for cards.

All of these efforts, and others, did help to increase summer library program participation. There were 1789 children in the 2012 program, 336 more than in 2011. The library was also able to attain a VISTA volunteer to perform summer library program outreach in the community through the Department of Public Instruction at no cost to the library. This was the fourth year we have qualified for a VISTA grant. VISTA Katie Amundsen registered children and presented programs at summer school playground sites, free summer lunch sites and daycares around the city.

As they have done for many years, the Friends of Mead Public Library and Thrivent Financial sponsored free books to reading club participants. Other area businesses also supplied coupons for the children in the program. Mead Public Library is grateful to all of these generous sponsors.

The biggest event of the Youth Services year is the Sheboygan Children's Book Festival. The library, along with other community organizations, sponsors three days of entertaining programs with acclaimed authors and illustrators of children's books. Steven Kellogg, Sarah Weeks, Dan Yaccarino, Edward Hemingway, Ilsa Bick and Brian Lies were among the headliners of the festival. Almost 4000 people attended book festival events in 2012.

In December a new early literacy program, 1000 Books Before Kindergarten, kicked off with several special story and song programs. The program encourages parents to read to their preschool children with the goal of reading 1000 books together before the child reaches kindergarten. The children receive small incentive rewards at 100 book intervals. The program is funded by a BP Fueling Communities grant and Quality State Oil.

The cutest program of the year had to be the "Princess Tea Party" held in February. Dozens of little princesses, in shimmering gowns, made crowns for themselves, feasted on pink cupcakes and candy and enjoyed a princess sing-along movie. Other popular programs in 2012 included visits from the Timber Rattlers' baseball team mascot; photo opportunities with costumed book characters including Clifford the Big Red Dog and Spot; concerts from children's entertainers Tom Pease and Randy Peterson, and a rain forest animal program presented by Nature's Niche.

Many thanks to the youth services staff for their dedication to providing great customer service and wonderful children's programming.

### **Teen Services**

The Maas Teen Learning Center (MTLC) continues to be an after-school hot spot with crowds of young people arriving to study, use the computers, or unwind with friends and play games, listen to music and enjoy some social time. Teen Programming Specialist Matt Beinemann supervises this space as well as managing the teen programming and collections.

ACUITY once again generously sponsored the ACUITY Cool Picks teen summer library program. Through ACUITY's sponsorship, great incentive prizes were made available for our teen readers. The first 50 teens to sign up for Cool Picks at the library received a gift bag that included a gift certificate for Book World bookstore. In addition to the registration incentive, each book a teen read and reported on served as an entry into a drawing for prizes that included a Kindle Fire, a bike, Xbox 360 with Kinect consoles, Nintendo Wii consoles, and a number of great books, movies, and other fun items. This program increased in registration over the 2011 numbers. Six hundred and twenty teens joined the program, 58 more than in 2011. The number of book reports submitted also increased by 36.

Among the programming highlights in 2012 were a series of videography workshops presented by Lauren & Jessica Schmitt of Double Vision Films. These programs supported the 90-Second Newbery Video Challenge which was part of the Sheboygan Children's Book Festival. Eight summer video game tournaments drew 276 players. The GameBoard LLC supplied many fun games during a popular board-games-only event. Movie programs continue to draw big crowds. Among the popular films viewed were Captain America, Thor and Mission Impossible: Ghost Protocol. Retro Friday Films also drew big crowds for such movies as Pee-Wee's Big Adventure and Hitchcock's classic The Birds.

Many teens are looking for volunteer opportunities and last year 20 teen volunteers assisted with the ACUITY Cool Picks reading program, shelf-read the teen collection and helped with the Mead Public Library Friends summer book sale.

Through a grant to the Mead Public Library Foundation, the library offered teens free access to Brainfuse, an online live tutoring and homework assistance service. Although the grant was targeted to teens, Mead Public Library card holders of any age may use the service. In 2012 Brainfuse was used 5,173 times by 863 unique users.

Popular reads for teens in 2012 include: the Divergent series by Veronica Roth, The Fault in Our Stars by John Green, books by perennial favorites Libba Bray and Maggie Stiefvater, and the offerings of local author Ilsa J. Bick, amongst many other diverse and excellent titles in a wide array of genres appealing to today's Young Adult readers.

## **MEAD PUBLIC LIBRARY FOUNDATION**

### **BERNIE MARKEVITCH, PRESIDENT**

The Mead Public Library Foundation, Inc. is a 501(c)(3) organization that is dedicated to providing financial support to Mead Public Library. Its mission: "To benefit the community by raising, managing, and distributing funds to enhance the services, collections, and facilities of the Library and to increase public awareness of the Library's needs and services." Generous contributions to the Foundation supplement, but do not replace, public funding. Contributions may be specifically designated and are not to be used for basic operating expenses of the library.

The Foundation continues to oversee the investment, management and distribution of its operating, investment, and income accounts. The investments are continuing to recover well following the challenge of the extended unfavorable global economic environment. The directors strive to assure that the Foundation investments benefit from active management of the monies for which the Board is responsible.

At the end of 2012, the Operating Account had a balance of \$238,748. These monies include funds for basic operating expenses of the Foundation and funds given for designated purposes. Many who have appreciated the library over the years generously donate monies to the Endowment Fund. The balance of the Endowment Fund at the end of 2012 was \$1,125,182. It now exceeds the goal of \$1 million in large part due to the wonderfully generous community philanthropy of Mrs. Leone Schoen. Her bequest of

\$75,000 assured that the Endowment Fund will remain well over the \$1 million mark. The Directors continue to ensure only the earnings from the investment of the monies are used for furtherance of the Foundation's mission. The Endowment Income Fund balance at the end of 2012 was \$24,050. The Foundation is the financial sponsor for the 2013 biennial community reading program "Sheboygan Reads Jane Austen...Featuring Carrie Bebris," and its Board of Directors has committed Endowment Fund income in an amount not to exceed \$7,000.

A restricted gift from the estate of Dr. Jerome M. Maas in 2004 established the Maas Endowment Fund. Dr. Maas requested earnings from the investment of his gift be used to fund the expansion of Youth Services. The balance of this fund at the end of 2012 was \$1,030,202. The income balance at the end of 2012 totaled \$20,857. The Foundation contributed \$5,000 to support the Children's Book Festival, a cooperative community event, "Sheboygan Shindig" held at Mead Public Library, John Michael Kohler Arts Center, and Bookworm Gardens. In 2012, the Foundation Board committed \$28,000 from the Maas Income Fund for renovation of the Rocca Meeting Room in support of the children's programs held there.

The Renaissance Society of the Mead Public Library Foundation is comprised of patrons of the Endowment Fund. In 2012, five new members joined the Renaissance Society and 10 achieved a higher cumulative recognition category. The Renaissance Society has five members recognized as "Patron" for cumulative gifts of \$25,000 and beyond.

A very successful membership event "Renaissance Yuletide Gala" was held on December 14 in the Quiet Study Room. Featured annually is the "Great Tree" which is decorated by volunteers. The evening focused on Betsy Michael and the gifts of watercolor paintings to the Foundation from the estate of James Michael for display at Mead Public Library. In addition, Renaissance Society member Bob Chernow shared information about his support for the online learning resource Brainfuse and Homework Help coaches for teens via a grant to the Foundation. This program is centered in the Dr. Jerome M. Maas Teen Learning Center.

For the seventh year, the ACUITY Charitable Foundation, Inc., through the Foundation, sponsored the Cool Picks summer reading program targeted to young adult reading development and retention. Local teens checked out nearly 10,000 items from the Library during the ACUITY Cool Picks Summer Reading Program. ACUITY contributed additional funds to the Foundation through Sheri Murphy's stellar performance in the "Movers and Shakers Gala." Ms. Murphy was the top fundraiser in this year's event.

Other contribution highlights include:

A generous gift from the Hayssen Family Foundation.

A second grant from an area foundation in support of Brainfuse/Homework Help.

A grant from BP and Quality State Oil to kick off the library's 1,000 Books Before Kindergarten program.

Bernard Markevitch served a second term as president of the Foundation Board of Trustees. Carol Kolzow began her service on the Board of Directors and Library Director Sharon Winkle announced her retirement from the Library and the Foundation Board of Directors. We appreciate the dedication and contributions of all directors to the Foundation in support of the Library.

Directors and officers of the Foundation Board for 2012 were Bernard Markevitch (President), Kathie Norman (Vice-President), Konrad Testwuide (Treasurer), Eldon Bohrofen (Assistant Treasurer), Sharon Winkle (Secretary), Barbara Gruber, William Holbrook, Eleanor Jung, Barbara Knauf, Carol Kolzow, Pat Mahlendorf, Sheri Murphy, and Maeve Quinn.

## **FRIENDS OF MEAD PUBLIC LIBRARY**

### **JUDY BIEDERWOLF, PRESIDENT**

The Friends of Mead Public Library (FMPL) is an organization dedicated to providing volunteer services and financial support to Mead Public Library. We celebrated our 40th year of service in 2012. Membership is open to anyone interested in supporting the goals and services of the library. Volunteers for projects and activities are recruited from the general membership which currently numbers close to 215. New members are always welcomed.

The annual meeting of the Friends was held on April 28, with approximately 55 members present. The following board members were elected to two-year terms expiring in 2014: Judy Born, Audrey Krueger, Pat Mahlendorf, Mary Ann Neuses, Donna Mae Ringel, Nancy Stephani. Kim Wilson, author of "In the Garden with Jane Austen," presented an illustrated program. A history of the Friends was compiled by Sharon Quicker and distributed to the audience. The flower centerpiece created by Donna Mae Ringel was the feature of the dessert table and then was presented to a lucky drawing winner.

Later in the year, Marion Wheaton and Jane Hanson were elected to vacant positions on the board.

The book sales held in July and October and the No Book Sale held in November earned a profit of \$5,100. The Cash 4 Books online sales netted \$475. The FMPL store sales continue to grow and netted \$2,141. The many hours of preparation for these sales are performed by a group of dedicated volunteers and we thank them for all of their hard work.

In January of 2012 we started a program to track the hours of all volunteers and are absolutely overjoyed to tell you that a total of 1,819 volunteer hours were given to the library by the Friends in 2012.

Sarah Stoll led a successful raffle of art objects on Oct. 21. We participated in the Perkins rebate program, but did not find it profitable and therefore have decided to cancel our participation. The Art-o-Mat continues to amaze new visitors to the library. The converted old cigarette machine holds packages of art and jewelry and the price is \$5 per package.

We are the only Wisconsin library to have this device in their facility. The second Wisconsin location is a retail store in Madison.

The eighth annual "Dinner with Friends" event was a birthday celebration for FMPL. The event, held at Grace Episcopal Church, was well-attended and, as usual, the meal prepared by Bernie Markevitch was fantastic. Our theme for this year's event was a birthday party to celebrate the 40th anniversary of our founding. In keeping with a birthday party, each guest was presented with a small token of our appreciation. The profit from the dinner was about \$1,800. Thank you, Bernie. We can't do it without your contribution of time and talent. Profit from the dinner was designated for the purchase of kits for library book discussion groups.

The Renaissance Society Gala held in December was another fund-raising opportunity for us because the Mead Public Library Foundation "hires" the Friends to organize a delicious appetizer and dessert buffet, served by volunteers from the Friends. It netted a profit of \$1,200.

We participated in a volunteer opportunity to assist at the Sheboygan Children's Book Festival in October. Many members were seen in attendance with children and grandchildren in tow.

Hosting of films continues and attendance is increasing with more films scheduled for the upcoming months. We pay for the license fees of approximately \$1,500 for films shown at the library (for our films as well as many other film programs at the library). We also provide simple refreshments. Judy Born has been the coordinator of this project.

In addition, we donated \$5,000 to Mead Library for other types of programming. Another project of the Friends has been to provide \$2,500 for incentives for the Summer Library Program for children and teens. In addition, \$160 was donated for bus rides for participants in the reading programs.

Books for Mead Library were purchased for Pat Mahlendorf's service as president; Pat Hansen, a former board member who died; Sharon Winkle, retiring library director; and a memorial for Barbara Jung, for her service to the Friends.

Participation in the Book Spine Poetry Contest, World Book Night and the Little Free Library at Maywood were new additions to our list of services.

During National Library Week in April, the Friends presented a small token of appreciation to the staff of Mead Public Library. Donna Mae Ringel coordinated this project.

Once again, we must say a big "thank you" to all of our volunteers and a special one to our very helpful and indispensable Helene for all the many things she does to support the friends. She is the liaison and ex-officio member of the board and we know that without her guidance and support, we would be lost.

# MEAD PUBLIC LIBRARY - 2012 FINANCIAL REPORT

## GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2012 (Unaudited)

### 2011 GENERAL OPERATIONS FUND BALANCE

Unreserved Fund Balance/Audit Adjustment	235,391.05
Automation Reserve	111,098.43
Air Conditioning Unit Reserve	11,745.00
Donations	60,958.15
Personal Svcs Reserve	73,328.48
Future Capital	154,369.00
Collection Enhancement Reserve	0.00
STARR Contingency Fund	29,598.00
Encumbrances	0.00
General Liability Insurance Reserve	25,000.00

**Total 2011 Fund Balance**

**701,488.11**

### 2012 REVENUES

City Tax Appropriation	2,377,053.00
Library Generated Revenue	89,378.73
Contributions	59,268.79
ESLS - Sheboygan County	577,167.00
ESLS - Ozaukee County	11,010.00
Adj. County Reimbursements	48,731.00
LSTA - Grants	715.00
Digitization Grant	4,000.00
ESLS - Contracts	50,297.00

**Total 2012 Revenues**

**3,217,620.52**

### TOTAL 2011 FUND BALANCE AND 2012 REVENUES

**3,919,108.63**

### 2012 EXPENSES

Personal Services	2,404,022.95
Contractual Services	299,050.10
Commodities	496,416.06
Other Expenses	19,401.79
Rocca Room Remodel	24,509.00

**Total 2012 Expenses**

**(3,243,399.90)**

### 2012 GENERAL OPERATIONS FUND BALANCE

**675,708.73**

### FUND BALANCE SUMMARY

#### 2012 RESERVED ACCOUNTS

Automation Reserve	164,098.43
Air Conditioning Unit Reserve	11,745.00
Donations	79,198.28
Personal Svcs Reserve	82,737.48
Future Capital	188,136.30
STARR Contingency Fund	29,598.00
Encumbrances	4,518.24
General Liability Insurance Reserve	25,000.00

**Total Reserved Accounts**

**585,031.73**

#### 2012 UNRESERVED FUND BALANCE

**90,677.00**

### 2012 GENERAL OPERATIONS FUND BALANCE

**675,708.73**

**MEAD PUBLIC LIBRARY - 2012 FINANCIAL REPORT**

**GENERAL OPERATIONS 255 FUND**

Fund Balance December 31, 2012 (Unaudited)

**AUTOMATION PROJECT ACCOUNT 10081**

<b><u>2011 BALANCE</u></b>			<b>111,098.43</b>
<b><u>2012 REVENUES</u></b>			
2012 Appropriations	53,000.00		
			<b><u>53,000.00</u></b>
<b><u>TOTAL 2011 BALANCE AND 2012 REVENUES</u></b>			<b>164,098.43</b>
<b><u>2012 EXPENSES</u></b>			
2012 Purchases	0.00		
			<b><u>0.00</u></b>
<b><u>2012 AUTOMATION PROJECT FUND BALANCE</u></b>			<b><u><u>164,098.43</u></u></b>

**AIR CONDITIONING UNIT RESERVE**

<b><u>2011 BALANCE</u></b>			<b>11,745.00</b>
<b><u>2012 REVENUES</u></b>			
2012	0.00		
			<b><u>0.00</u></b>
<b><u>TOTAL 2011 BALANCE AND 2012 REVENUES</u></b>			<b>11,745.00</b>
<b><u>2012 EXPENSES</u></b>			
	0.00		
			<b><u>0.00</u></b>
<b><u>AIR CONDITIONING UNIT RESERVE</u></b>			<b><u><u>11,745.00</u></u></b>

# MEAD PUBLIC LIBRARY - 2012 FINANCIAL REPORT

## GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2012 (Unaudited)

### DONATIONS TO 255 OPERATIONS ACCOUNTS

<u>2011 BALANCE</u>		<b>60,958.15</b>
<u>2012 REVENUES</u>		
2012	59,268.79	<u>59,268.79</u>
<u>TOTAL 2011 BALANCE AND 2012 REVENUES</u>		<b>120,226.94</b>
<u>2012 EXPENSES</u>		
2012 Expenses	41,028.66	<u>(41,028.66)</u>
<u>2012 DONATIONS TO 255 OPERATIONS ACCOUNTS</u>		<u><b>79,198.28</b></u>

### PERSONAL SERVICES RESERVE (Pension Liability)

<u>2011 BALANCE</u>		<b>73,328.48</b>
<u>2012 REVENUES</u>		
2012	106,695.05	<u>106,695.05</u>
<u>TOTAL 2011 BALANCE AND 2012 REVENUES</u>		<b>180,023.53</b>
<u>2012 EXPENSES</u>		
2012	97,286.05	<u>(97,286.05)</u>
<u>2012 PERSONAL SERVICES RESERVE</u>		<u><b>82,737.48</b></u>

**MEAD PUBLIC LIBRARY - 2012 FINANCIAL REPORT**

**GENERAL OPERATIONS 255 FUND**

Fund Balance December 31, 2012 (Unaudited)

**FUTURE CAPITAL FUND**

<b><u>2011 BALANCE</u></b>		<b>154,369.00</b>
<b><u>2012 REVENUS</u></b>	53,956.00	<b><u>53,956.00</u></b>
<b><u>TOTAL 2011 BALANCE AND 2012 REVENUES</u></b>		<b>208,325.00</b>
<b><u>2012 EXPENSES</u></b>		
2012 transfers to Operations	20,188.70	<b><u>(20,188.70)</u></b>
<b><u>2012 WORKING CAPITAL FUND</u></b>		<b><u><u>188,136.30</u></u></b>

**COLLECTION ENHANCEMENT RESERVE**

<b><u>2011 BALANCE</u></b>		<b>0.00</b>
<b><u>2012 REVENUES</u></b>		
2012	0.00	<b><u>0.00</u></b>
<b><u>TOTAL 2011 BALANCE AND 2012 REVENUES</u></b>		<b>0.00</b>
<b><u>2012 EXPENSES</u></b>	0.00	<b><u>0.00</u></b>
<b><u>COLLECTION ENHANCEMENT RESERVE</u></b>		<b><u><u>0.00</u></u></b>

**MEAD PUBLIC LIBRARY - 2012 FINANCIAL REPORT**

**GENERAL OPERATIONS 255 FUND**

Fund Balance December 31, 2012 (Unaudited)

**STARR CONTINGENCY FUND**

<b><u>2011 BALANCE</u></b>			<b>29,598.00</b>
<b><u>2012 REVENUES</u></b>			
	2012	0.00	
			<b><u>0.00</u></b>
<b><u>TOTAL 2011 BALANCE AND 2012 REVENUES</u></b>			<b>29,598.00</b>
<b><u>2012 EXPENSES</u></b>			
		0.00	
			<b><u>0.00</u></b>
<b><u>STARR CONTINGENCY FUND</u></b>			<b><u><u>29,598.00</u></u></b>

**GENERAL LIABILITY INSURANCE RESERVE FUND 247700**

<b><u>2011 BALANCE</u></b>			<b>25,000.00</b>
<b><u>2012 REVENUES</u></b>			
	2012		
			<b><u>0.00</u></b>
<b><u>TOTAL 2011 BALANCE AND 2012 REVENUES</u></b>			<b>25,000.00</b>
<b><u>2012 EXPENSES</u></b>			
	2012		
			<b><u>0.00</u></b>
<b><u>2012 GENERAL LIABILITY RESERVE BALANCE</u></b>			<b><u><u>25,000.00</u></u></b>

**MEAD PUBLIC LIBRARY - 2012 FINANCIAL REPORT**  
**EVERHARD/FORRER 850 FUND**  
Fund Balance December 31, 2012 (Unaudited)

**2011 EVERHARD/FORRER FUND BALANCE SUMMARY**

Invested in State Pool	984,819.33	
Local Balance	21,440.34	
Accounts Receivable	0.00	
Accrued Interest	76.21	
Accounts Payable	0.00	
Deferred Expense	0.00	
<b>Total 2011 Fund Balance</b>		<b>1,006,335.88</b>

**2012 REVENUES**

Interest on Local Balance	0.00	
Interest on Investments	1,569.31	
Book Bag sales	0.00	
Donations	9,762.24	
<b>Total 2012 Revenues</b>		<b>11,331.55</b>

**TOTAL 2011 FUND BALANCE AND 2012 REVENUES** **1,017,667.43**

**2012 EXPENSES & TRANSFERS**

Programs	10,986.94	
Inservice/Training/Travel	1,805.98	
Contracted Services	0.00	
Visually Impaired Project	0.00	
Other projects	0.00	
<b>TOTAL 2012 EXPENSES AND TRANSFERS</b>		<b>(12,792.92)</b>

**2012 EVERHARD/FORRER FUND BALANCE** **1,004,874.51**

**FUND BALANCE SUMMARY**

Invested in State Government Pool	986,388.64	
Local Balance	18,485.96	

**2012 EVERHARD/FORRER FUND BALANCE** **1,004,874.60**



## Annual 2012

### Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Days open last year:	328	Hrs. open last year:	2968	Sundays Open last year:	28
Days open this year:	326	Hrs. open this year:	2955	Sundays open this year:	28
No. visits last year:	345,852	Hourly visits last year:	116.5		
No. visits this year:	338,399	Hourly visits this year:	114.5	Hourly visits this year:	-1.7%

	Adult		Young Adult		Juvenile		TOTAL	
	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year
Books-Fiction	138,819	124,257	29,926	25,260	131,297	118,272	300,042	267,789
Books - Nonfiction	138,254	125,938	3,452	2,976	77,818	80,566	219,524	209,480
Reference Books	9,442	10,433			292	265	9,734	10,698
Microfilm	4,452	5,635					4,452	5,635
Periodicals	52,265	51,798			2,515	2,463	54,780	54,261
Music/Educational (Tapes & CDs)	52,008	41,226			4,772	4,211	56,780	45,437
Audiobooks (Tapes & CDs)	22,617	22,877	398	368	3,339	3,113	26,354	26,358
Videocassettes/DVDs	218,110	194,762			53,202	49,638	271,312	244,400
Dorothy E Werner Database Collection							8,245	102,307
Library Web Page							436,429	460,650
Computer Public Workstations	0	0	0	0	9,041	7,846	9,041	7,846
Internet Public Workstations	55,199	52,105	16,360	16,922	14,684	12,689	86,243	81,716
Electronic Use	11,833	10,240					11,833	10,240
E-Content		17,983					0	17,983
E-Readers	125	135					125	135
Laptops	7,822	3,612	0	617	26	2	7,848	4,231
Other	24	52			515	816	539	868
<b>TOTALS</b>	<b>710,970</b>	<b>661,053</b>	<b>50,136</b>	<b>46,143</b>	<b>297,501</b>	<b>279,881</b>	<b>1,503,281</b>	<b>1,550,034</b>
+ or -		-49,917		-3,993		-17,620		46,753
%		-7.0%		-8.0%		-5.9%		3.1%
Hourly Average	239.5	223.7	16.9	15.6	100.2	94.7	506.5	524.5
Hourly %		-6.6%		-7.6%		-5.5%		3.6%

#### Registration

	City	All Others	Total
Last Year:	32,650	10,958	43,608
This Year:	32,474	10,823	43,297



**Annual 2012**  
**Circulation, Service, Collection Statistics**  
 710 N 8th Street, Sheboygan, Wisconsin 53081-4663

**Circulation**

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Books-Fiction	133,236	119,558	25,823	22,355	115,780	101,264	274,839	243,177
Books - Nonfiction	119,017	108,085	3,452	2,976	61,647	63,280	184,116	174,341
Reference Books	/	/	/	/	/	/	/	/
Periodicals	20,744	20,670			2,227	1,903	22,971	22,573
Music/Educational (Tapes & CDs)	52,008	41,226			4,772	4,211	56,780	45,437
Audiobooks (Tapes & CDs)	22,617	22,877	398	368	3,339	3,113	26,354	26,358
Videocassettes/DVDs	218,110	194,762			53,202	49,638	271,312	244,400
E-Readers	125	135					125	135
Other	24	52	/	/	515	816	539	868
<b>TOTALS</b>	<b>565,881</b>	<b>507,365</b>	<b>29,673</b>	<b>25,699</b>	<b>241,482</b>	<b>224,225</b>	<b>837,036</b>	<b>757,289</b>
+ or -	/	-58,516	/	-3,974	/	-17,257	/	-79,747
%	/	-10.3%	/	-13.4%	/	-7.1%	/	-9.5%
Hourly Average	190.7	171.7	10.0	8.7	81.4	75.9	232.0	256.3
Hourly %	/	-9.9%	/	-13.0%	/	-6.7%	/	-9.1%

**% of Circulation by Patron Type**

	Adult	Young Adult	Juvenile	Staff	ILL	Establishments	Homebound	Deposit Collection
Last Year:	77.1	6.5	12.5	2.4	0.6	0.3	0.1	0.4
This Year:	76.2	5.9	14.2	2.4	0.8	0.3	0.1	0.2

**In-House Usage**

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Books-Fiction	5,583	4,699	4,103	2,905	15,517	17,008	25,203	24,612
Books - Nonfiction	19,237	17,853	/	/	16,171	17,286	35,408	35,139
Reference Books	9,442	10,433	/	/	292	265	9,734	10,698
Microfilm	4,452	5,635	/	/	/	/	4,452	5,635
Periodicals	31,521	31,128	/	/	288	560	31,809	31,688
Werner Database Collection	/	/	/	/	/	/	3,677	102,307
Library Web Page	/	/	/	/	/	/	436,429	460,650
Computer Public Workstations	/	/	/	/	9,041	7,846	9,041	7,846
Internet Public Workstations	55,199	52,105	16,360	16,922	14,684	12,689	86,243	81,716
Electronic Use	11,833	10,240	/	/	/	/	11,833	10,240
Laptops	7,822	3,612	0	617	26	2	7,848	4,231
Other	/	/	/	/	/	/	/	/
<b>TOTALS</b>	<b>145,089</b>	<b>135,705</b>	<b>20,463</b>	<b>20,444</b>	<b>56,019</b>	<b>55,656</b>	<b>661,677</b>	<b>774,762</b>
+ or -	/	-9,384	/	-19	/	-363	/	113,085
%	/	-6.5%	/	-0.1%	/	-0.6%	/	17.1%
Hourly Average	48.9	45.9	6.9	6.9	18.9	18.8	222.9	262.2
Hourly %	/	-6.1%	/	0.3%	/	-0.2%	/	17.6%



**Annual 2012**  
**Circulation, Service, Collection Statistics**

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

**Service:**

	Adult		Young Adult		Juvenile		Circ	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Reference	30,660	25,791	136	201	7,599	6,327	1,813	2,015
Other Requests	27,238	23,254	2,010	2,484	16,383	16,898	105,772	105,851
<b>TOTALs</b>	<b>57,898</b>	<b>49,045</b>	<b>2,146</b>	<b>2,685</b>	<b>23,982</b>	<b>23,225</b>	<b>107,585</b>	<b>107,866</b>
+ or -	/	-8,853	/	539	/	-757	/	281
%	/	-15.3%	/	0.0%	/	-3.2%	/	0.3%
Hourly Average	19.5	16.6	0.0	0.9	8.1	7.9	36.2	36.5
Hourly %	/	-14.9%	/	0.0%	/	-2.7%	/	0.7%
Total Telecommunications	8,178	5,815	11	12	2,123	2,052	4,054	4,680
Tax Questions	296	149	0	0	0	0	824	858
Internet	2,791	3,330	0	6	644	620		

**TOTAL**

	Last Year	This Year
Reference	40,208	34,334
Other Requests	151,403	148,487
<b>TOTALs</b>	<b>191,611</b>	<b>182,821</b>
+ or -	/	-8,790
%	/	-4.6%
Hourly Average	63.8	61.9
Hourly %	/	-3.1%
Total Telecommunications	14,366	12,559
Tax Questions	1,120	1,007
Internet	3,435	3,956

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Story Hours					163	146	163	146
Story Hours Attendance					4,305	3,401	4,305	3,401
Classes	9	58	0	3	157	150	166	211
Classes Attendance	71	243	0	51	2,747	2,469	2,818	2,763
Browsing Classes/Groups	9	42			180	201	189	243
Browsing Classes/Groups Attendance	124	378			2,155	2,364	2,279	2,742
Tours	5	0	2	3	10	41	17	44
Tours Attendance	56	0	13	3	286	1,036	355	1,039
Programs	107	104	50	42	194	182	351	328
Programs Attendance	1,167	1,754	1,585	1,275	6,895	6,363	9,647	9,392
Deposit Collection Sites	32	19					32	19
Deposit Collection Items	1,678	1,120					1,678	1,120
Homebound Patrons	142	138					142	138
Homebound Items	769	720					769	720





**Annual 2012**  
**Circulation, Service, Collection Statistics**

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

**Public Information**

Number of Projects last year:	<u>424</u>	Number produced last year:	<u>95,886</u>
Number fo projects this year:	<u>507</u>	Number produced this year:	<u>77,971</u>
Digital Marketing contacts last year:	<u>4,042</u>		
Digital Marketing contacts this year:	<u>7,459</u>		

**Information Technology**

**E-Mail**

	Adult		Circulation		Juvenile		Administration		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
	Email	136	139	44	46	13	16	111	55	304

**E-Resource Center Services**

**E-Content**

	Books		Music		Audio Books		Videos		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
	E-Content	/	14,442	/	32	/	3,494	/	15	/

**Members**

**E-Mails**

	Members		E-Mails	
	Last Year	This Year	Last Year	This Year
	Dear Reader	10,487	9,575	209,740

**Pages Accessed**

	Last Year	This Year
	11,346	10,087
	Pathfinder	

**Interlibrary Loans Sent**

	Intersystem ILLs		Intrasystem ILL's		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year
	Jan	5,296	6,207	105,398	101,053	110,694





**Annual 2012**  
**Circulation, Service, Collection Statistics**  
 710 N 8th Street, Sheboygan, Wisconsin 53081-4563

**MPL Web Site**

Web Site Page Views last year:	<u>436,429</u>	Average per day last year:	<u>1,192.43</u>
Web Site Page Views this year:	<u>460,650</u>	Average per day this year:	<u>1,262.05</u>

	Visits		Page Views		Unique Page Views		Home Page	
	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year
Jan	275,806	288,470	436,429	460,650	360,563	277,325	247,435	254,532

**Volunteer Hours**

	Last	This
	Year	Year
Jan	/ / / / / / / /	2982

**Mending**

Items Mended last year:	<u>4,289</u>
Items Mended this year:	<u>4,719</u>



## 2012 Annual

### Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Books	192,588	184,515	11,779	11,401	88,439	90,563	292806	286479
CD ROMs	46	36	0	0	462	415	508	451
CDs/CD BKS	13,438	13,351	244	256	1,985	2,160	15667	15767
Audiocassettes	525	0	0	0	6	0	531	0
DVDs	15,691	16,778	0	0	3,485	3,550	19176	20328
Videocassettes	1,873	856	0	0	1,534	1,169	3407	2025
Miscellaneous	9	10	0	0	67	48	76	58
Magazines	16,868	10,796	0	0	1,070	1,024	17938	11820
Maps	1,380	1,451	0	0	0	0	1380	1451
Pamphlets	9,159	9,140	0	0	0	0	9159	9140
<b>Total</b>	<b>251577</b>	<b>236933</b>	<b>12023</b>	<b>11657</b>	<b>97048</b>	<b>98929</b>	<b>360648</b>	<b>347519</b>

\*Note:

26,831	25,231
20,879	32,285

## **2012 Library Board of Trustees**

### **President**

Ms. Maeve Quinn

### **Vice President**

Mr. Henry M. Nelson\*

Ms. Marilyn Montemayor\*\*

### **Finance Officer**

Mr. Dirk Zylman\*

### **Other Trustees**

Ald. Darryl Carlson (appointed April 2012)

Mrs. Dolcye Johnson

Ms. Kathie Norman (appointed April 2012)

Mr. Kevin Sampson

Mrs. Marge Segalle

Mr. Chad Stauber Soik

Ms. Martha Wortche

### **Ex Officio**

Ms. Sharon Winkle, Library Director and Secretary

---

\*Elected May 2012

\*\* Term expired without reappointment April 2012

III

Res. No. \_\_\_\_\_ - 13 - 14. By Heidemann. May 20, 2013.

A RESOLUTION informing the Environmental Protection Agency (EPA) that the 2013 Capacity Management Operation and Maintenance (CMOM) Program has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the EPA that the Common Council has reviewed the 2013 CMOM program which is attached to this resolution,

BE IT FURTHER RESOLVED: Staff has identified capacity management issues, operations, and maintenance and has developed a plan to become compliant with EPA regulations.

BE IT FURTHER RESOLVED: That the 2013 CMOM Program be accepted and placed on file.

\_\_\_\_\_

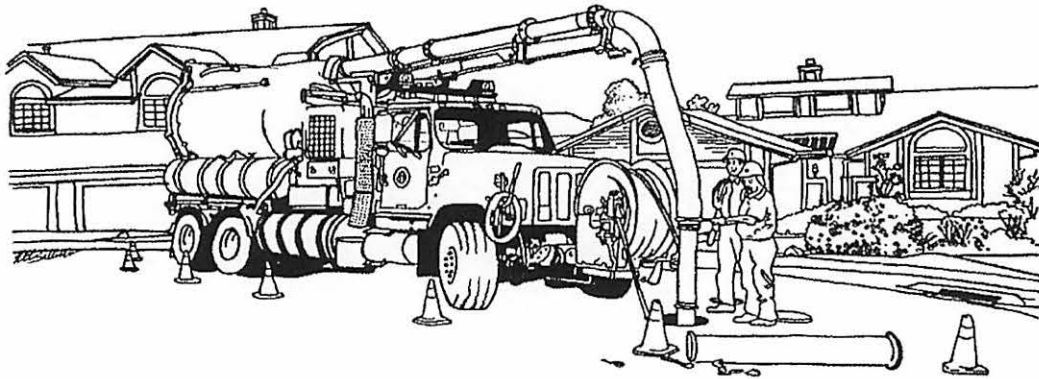
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



City of Sheboygan  
Sanitary Sewer  
Capacity Management, Operation and  
Maintenance (CMOM) Program



## TABLE OF CONTENTS

<b>List of Tables .....</b>	<b>2</b>
<b>2.0 Goals.....</b>	<b>5</b>
<b>3.0 Collection System Management.....</b>	<b>6</b>
3.1 Organization and System Parameters .....	6
3.1.1 System Profile.....	6
3.1.2 Critical Components .....	6
3.1.3 Organizational Structure .....	7
3.2 Job Descriptions.....	8
3.3 Training.....	8
3.4 Legal Authority .....	9
3.5 Asset Management .....	10
3.6 Condition Assessment.....	11
<b>4.0 Collection System Operation and Maintenance.....</b>	<b>13</b>
4.1 Collection System .....	13
4.2 Pump Stations.....	14
4.3 Force Mains.....	15
4.4 Repairs.....	15
<b>5.0 Description of Collection System.....</b>	<b>17</b>
<b>6.0 Grease, Oil, and Sand Management Program .....</b>	<b>20</b>
<b>7.0 Sanitary Sewer Overflow Response Plan.....</b>	<b>22</b>
<b>8.0 System Evaluation and Capacity Assurance (SECAP) .....</b>	<b>31</b>
<b>9.0 Program Audit .....</b>	<b>31</b>
<b>10.0 Communication Plan .....</b>	<b>31</b>

### List of Tables

Table 3-1: System Profile .....	6
Table 3-2: Condition Assessment.....	12
Table 4-1: Collection System Routine Maintenance Schedule.....	13
Table 4-2: Pump Station Routine Maintenance Schedule .....	15
Table 4-3: Collection System Response and Repair Priority Hierarchy.....	16

### List of Figures

Figure 1: Organizational Structure.....	8
---	---



## **Appendices**

Appendix A - Sanitary Sewer Overflow Report Form

Appendix B - Sanitary Sewer Overflow Notice Plan Flow Chart

Appendix C - Sewer Overflow Response Tracking Protocol

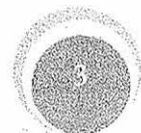
Appendix D - List of Public Offices to Report Overflow

Appendix E - Suggested Criteria for Demonstrating How a Sewer Overflow was Unavoidable

Appendix F - Measures to Avoid Sewer Overflow

Appendix G - Overflow Descriptions and Required Notifications

Appendix H – Organizational Structure to Manage CMOM Program



## 1.0 Introduction

The City of Sheboygan has prepared its Capacity, Management, Operations, and Maintenance (CMOM) Program in order to meet pending regulations and to meet CMOM's primary objectives:

1. Ensure adequate wastewater collection capacity.
2. Improve the operation and performance of the municipal sanitary sewer collection system.
3. Evaluate areas of excessive inflow of precipitation or groundwater into the system.
4. Conduct maintenance and repairs needed to prevent problems.
5. Reduce the frequency and occurrence of sewer overflows and basement backups.
6. Provide more effective public notification when overflows occur.

Sanitary sewer collection systems have a finite capacity to carry wastewater based on the size of the system components. The size of the components is based upon an analysis of the contributory flows into the system plus a factor for growth. The analysis considers residential, commercial and industrial sources of flow plus a designed leakage rate for the system components. With time, the design basis for the system may change resulting in flows in excess of the designed flow. Changes can include population increases beyond the growth factor used in the design basis, integrity deterioration resulting in a leak rate greater than the design basis, and inappropriate storm water connections. These factors can lead to overflows of the system as the increased flows exceed the ability of the collection system or lift stations to convey the wastewater.

Likewise failing to maintain the collection system can result in overflows irrespective of any flow increases. Materials such as grease, rags, roots and other foreign objects can create blockages within the system. Regular maintenance and cleaning regimens can help eliminate these occurrences, particularly grease and root development.

Overflows, regardless of the cause, release untreated sewage to surface waters, at times leading to substantial negative impacts on the receiving body. The majority of impaired waters, as recorded by States in their 303d lists, are impaired due to nutrients, sediment, pathogens, metals and organic enrichment. Sewage overflows contribute to these impairments and can have acute impacts such as fish kills and beach closures.



## **2.0 Goals**

The Department of Public Works mission is to improve the quality of life within the City of Sheboygan, by effectively developing, maintaining and improving the infrastructure, natural resources and community services. The department's Sanitary Sewer Capacity Management, Operation and Maintenance (CMOM) Program is designed to contribute to this overall mission through the following goals:

- Manage the assets of the City of Sheboygan inclusive of personnel and equipment to affect a regular maintenance program and to be able to respond to emergency overflows of the system.
- Through the use of analytical and engineering methods, develop a system to assess and prioritize maintenance, rehabilitation and replacement activities for the portions of the collection system under operational control of the City of Sheboygan.
- Through effective management, develop and enforce appropriate ordinances that will help to better manage the performance of the collection system.
- Prevent overflows from the sanitary sewer to the extent possible and practicable.
- Provide adequate sanitary sewage drainage without disruption of service.
- Provide proper resources for effective system management, operations and maintenance.
- Provide adequate capacity to convey average and peak wet-weather flows.
- Provide all available resources to eliminate and mitigate all Sanitary Sewer Overflows (SSO's).
- Provide proper notification to all parties with a reasonable potential for exposure.
- Provide proper training and education for personnel.



### 3.0 Collection System Management

Management of the Sheboygan Regional Wastewater Treatment Facility (WWTF) and collection system will be a proactive endeavor so that we are able to meet the goals of this plan as well as to provide our customers with fiscally, technically and environmentally sound operations of the system. An overview of our system along with our management approach is contained in the following sections.

#### 3.1 Organization and System Parameters

##### 3.1.1 System Profile

The City of Sheboygan sanitary sewer system consists of gravity and forced main components serving the communities of City of Sheboygan, City of Sheboygan Falls, Village of Kohler, Town of Sheboygan, Town of Wilson, and Town of Lima. The system is interconnected with other sanitary collection systems. Maps of the system are maintained by the utility at the City's Department of Public Works. The system profile is as follows:

**Table 3-1: System Profile**

Total Population Served	68,000
Population of Primary Community (City of Sheboygan)	49,230
Population of Interconnected Communities	21,944
Total Customers	71,174
Treatment Facility Name	City of Sheboygan Regional WWTF
Facility Design Capacity	18.4 MGD
Average Daily Wastewater Volume	10.5 MGD
Average Hourly Peak Wastewater Volume	56.0 MGD
Miles of Gravity Sewers	170
Miles of Force Mains	1
Number of Pump Stations	5
Number of Pump Stations w/Backup Power	3
Number of Inverted Siphons	5
Number of Manholes	4,938
Number of Air Relief Valves	1
Number of Employees	11

##### 3.1.2 Critical Components

Grease and grease-like products can be significant contributors of sewer overflows. Restaurants and industrial facilities can discharge grease as part of their normal sanitary flows that can lead, in time, to blockages, backups and overflows. The discharge of fats, oils and grease (FOG) are regulated through the City of Sheboygan sewer use ordinance, however, backups can sometimes occur.



The system utilizes five (5) lift stations to move sewage from low elevation areas to higher elevation areas. Of these 2 do not have automatic backup power; i.e. generators and transfer switches. Periodic loss of power may occur due to storms and electrical grid equipment failures. The lift stations have finite storage capacity and as such are subject to overflows during a power loss. Therefore the following lift stations are considered critical components due to a lack of backup power and require more frequent monitoring. (Indiana Meadows Lift Station at 18 Hiawatha Drive and 6<sup>th</sup> /Pershing Lift Station)

### *3.1.3 Organizational Structure*

#### DESCRIPTION OF ORGANIZATION

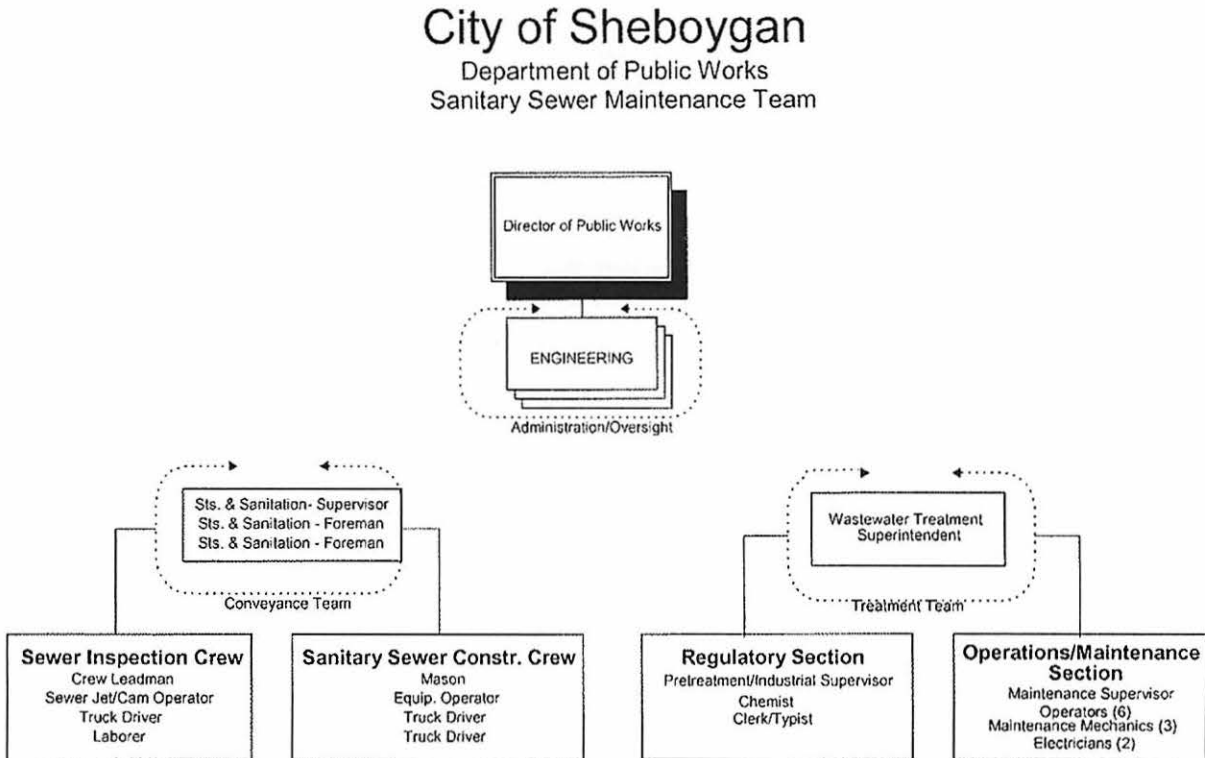
The Sheboygan Regional Wastewater Treatment Facility (WWTF) is owned and operated by the City of Sheboygan. It provides wastewater treatment for the City of Sheboygan, City of Sheboygan Falls, Village of Kohler, Town of Sheboygan, Town of Wilson, and Town of Lima.

The WWTF operates under an enterprise fund within the City's operating budget, which is funded solely on revenues generated from the sewer rates. The enterprise fund also funds the operations and maintenance of the collection system. However, this activity is managed and coordinated from the department's Public Works Building.

Unlike the WWTF, which has full-time dedicated staff to operate and maintain the Facility, dependent upon the system needs. Nevertheless, the enterprise fund employs approximately six full-time equivalent employees. In addition, this cost center funds all equipment and materials necessary to meet the goals and objectives in the department's CMOM program. In 2012, the department budgeted \$1.8 million for this activity. A table of organization detailing staffing plus roles and responsibilities is on the following page.



**Figure 1: Organizational Structure**



### 3.2 Job Descriptions

Job descriptions lay out the foundation for the requirements and responsibilities of each person within the organizational structure. Descriptions are reviewed every two years and updated as necessary to reflect new or changing requirements. Employees are expected to comply with the elements of the job descriptions including any requirements for professional licenses and continuing education. Failure to meet the basic elements of an employee’s assigned job description may be reason for termination, demotion or other disciplinary action deemed appropriate. Job descriptions are included as Appendix H.

### 3.3 Training

Each employee can take professional/trades development training upon approval by an immediate supervisor. Training may be in the form of formal off-site or on-site training, on-the-job training, college/vocational course work or other appropriate venue. The training must be directly relevant to the employee’s duties as described in his/her job description. If an employee is required to obtain continuing education units (CEUs) for his/her license, the employee is



required to determine if the license granting agency/board will provide CEUs before the employee begins the course.

### **Required Training**

Within the first three months of employment, each employee is required to attend a course in lock out/tag out and confined space entry. The Director of Public Works or his/her designee will approve the course prior to attendance.

Other potential course topical areas include:

- Routine line maintenance including rodding, cabling, chemical and jet cleaning
- Traffic control
- Environmental/safety regulations
- Pump theory, operation including speed control, and maintenance
- Laboratory procedures, equipment calibration, sample collection and handling
- Electrical and instrumentation
- Public relations
- Sewer overflow response and reporting
- Collection system evaluation including smoke testing and closed circuit TV
- Pipe repair
- Collection system rehabilitation including pipe bursting, cured in place, slip lining, and trenching/shoring
- Heavy equipment operation
- Wastewater System Operations and Maintenance

### **3.4 Legal Authority**

#### **LEGAL AUTHORITY TO CONTROL INFILTRATION AND INFLOW (I/I)**

The City of Sheboygan is permitted under the authority of Chapter 283, Wisconsin Statutes, to discharge from the Sheboygan Regional WWTF located at 3333 Lakeshore Drive, Sheboygan, Wisconsin to Lake Michigan in accordance with the effluent limitations, monitoring requirements and other conditions set for in WPDES Permit No. WI-0025411-08-0.

Furthermore, the City of Sheboygan's Municipal Code Chapter 122, Utilities, Article VI., Sewer, authorizes the Department of Public Works to manage and control the sewage disposal system. Under Section 122-257, Unlawful Connections to Building Sewer; Disconnection Upon Notice, the Department of Public Works has the authority to direct the removal of such connections: "No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which is connected directly or indirectly to a sanitary sewer."

In addition, the City of Sheboygan's Municipal Code Chapter 26, Building Code, Article VIII, Plumbing Code, Section 26-1008 Certification of Compliance with Clearwater Requirements, authorizes the building inspector's representatives to inspect and sign a certificate of compliance



for clearwater separation from the sanitary sewer system prior to the transfer or conveyance of ownership.

### **3.5 Asset Management**

Asset management is a process of documentation wherein all assets, their life expectancy, condition assessment and operating information are brought together so that efficient and informed decisions regarding asset replacement may be made. The asset management process is used in conjunction with budgeting and financial reporting so that budgets can be developed with asset replacement needs in mind and so that a utilities financial stability will reflect a complete accounting of the utility's assets and their condition.

The City performs the operation and maintenance of the conveyance and treatment facilities with the assistance of a contractor depending on complexity. Because of this, many of the City's asset management objectives related to these facilities were and are being met by the City. The City implements the near-term and long-term objectives of the Asset Management Plan related to conveyance and treatment facilities. The bulk of this work is related to asset listings and work management (preventive, predictive, and corrective maintenance work). The assets of the City of Sheboygan's sanitary sewer system include the collection system, pump stations, treatment works, emergency power generators, vehicles, office and laboratory facilities and all related appurtenances.

The City's immediate asset management objectives include: 1) Vision and Support; 2) Plan Organization; 3) Plan Communication; 4) Plan Development; and 5) Immediate Gains. Each objective is discussed below.

#### **Vision and Support**

The key objectives include gaining understanding and obtaining support from the Council and establishing relationships between levels of protection and costs.

#### **Plan Organization**

This objective requires establishing an Asset Manager to lead the Asset Management Team.

#### **Plan Communication**

This objective requires the identification and interests of key stakeholders. Things to consider would be to establish a CMOM web page to post information related to the documentation and implementation of the CMOM Program.

#### **Plan Development**

This objective deals with developing an Asset Management Plan (AMP). Being part of the CMOM Program, the AMP shall be set up to be continually practiced and improved, and to receive periodic reviews for updates to the documentation.



### **Immediate Gains**

Immediate gains are expected to be realized through a process, which defines objectives and drivers for each project and alternative approaches to meet objectives. The ultimate outcome is to ensure that the projects that are undertaken have valid business objectives, that the project will meet the objectives, and that it is completed cost-effectively. This process is expected to be developed in the future.

### ***NEAR-TERM AND LONG-TERM OBJECTIVES***

The City's near-term and long-term objectives include asset knowledge, planning, refurbishment and replacement, asset development, condition monitoring, operations and maintenance, financing, and financial reporting. Objectives to follow: Asset hierarchy, Asset criticality, Asset maintenance, and Asset inventory.

### **Asset Hierarchy**

The City will categorize its assets by location and class (type). This effort is expected to be an ongoing effort to keep the asset listing as organized as possible.

### **Asset Criticality**

Grouping the assets into functional systems is the first step in performing a criticality review of assets. This effort will involve refining the factors used to determine criticality (or consequence of failure) and going through practice exercises with a team.

### **Asset Condition Monitoring and Maintenance**

Condition monitoring shall be used to determine the condition and probability of failure for sewer lines, which leads to rescheduling and reprioritization of maintenance and inspection activities, as well as the subsequent rehabilitation or replacement as necessary to keep the risk of sewer failures at or below acceptable levels.

### **Asset Inventory**

The main purpose of this inventory is to compare the condition of fixed assets at the beginning and end of operation and maintenance.

## **3.6 Condition Assessment**

How to assess the condition of a utility's equipment is left to the jurisdiction of the utility. There are no required assessment methodologies by the U.S. EPA. Further complicating condition assessment of a sewer system is that much of the system is underground not readily visible. The condition of an asset is dependent upon a number of factors including its age, overall condition, maintenance requirements, whether it is over or under capacity for its intended service and how well the asset is performing the job it was designed to perform. Most of these factors are subjective in nature so the condition assessment is meant to be an estimate and not an exact analysis. Following is the assessment criteria that the City will use to assess the condition of the utility's assets.



Table 3-2: Condition Assessment

Asset:		Score
Description:		Score
<b>Performance Assessment</b>		
0	New	
1	Excellent No failures, no I&I	
2	Good Rare failure, minor infiltration, no inflow	
3	Average Failures typical of like equipment, infiltration exceeds design, minor inflow	
4	Poor Frequent failures, substantial I&I but no overflows	
5	Salvage Needs substantial maintenance to keep operational, overflows occur	
<b>Capacity Assessment</b>		
0	Oversized +25% Meets current need plus more than 25%	
1	Oversized <25% Meets current need plus up to 25% more	
2	Fullsized Meets current need	
3	Undersized Current need exceeds capability but able to control through operational means	
4	Undersized <25% Current need exceeds capability by up to 25%, can't control	
5	Undersized +25% Current need exceeds capability by more than 25%, can't control	
<b>Non-PM Maintenance Assessment</b>		
0	None No non-PM maintenance requirements	
1	Normal Normal requirements	
2	Minor More than normal but not significant	
3	Significant Requires frequent maintenance	
4	Renew Substantial including frequent component replacement	
5	Replace Nearly unserviceable	
<i>non-PM excludes routine items such as greasing, cleaning, oil changes, filter changes or other consumable part replacements at normal intervals</i>		
<b>Age</b>		
0	1 to 5 Years	
1	5 to 10 Years	
2	10 to 15 Years	
3	15 to 25 Years	
4	25 to 30 Years	
5	over 30 Years	
<b>Life Expectancy</b>		
0	over 30 Years	
1	25 to 30 Years	
2	15 to 25 Years	
3	10 to 15 Years	
4	5 to 10 Years	
5	1 to 5 Years	
<b>Total Score</b>		0
0	New or like new	
1-3	Excellent	
4-6	Good	
7-9	Average	
10-12	Poor	
any component score of 5	Replace	

## 4.0 Collection System Operation and Maintenance

Collection system operation and maintenance (O&M) consists of inspection, evaluation, preventative maintenance, and cleaning to maintain flow and mitigate inflow and infiltration. O&M varies by the equipment type, condition, age, and operating history with equipment identified as critical receiving maintenance at greater frequencies. Section 3.1.2 described the City's critical equipment. The following is a baseline O&M schedule. Periodic factors may necessitate a more frequent O&M schedule for individual components. Appropriate corrective actions or temporary mitigation measures are initiated based upon the findings of the routine O&M activities.

### 4.1 Collection System

**Table 4-1: Example Collection System Routine Maintenance Schedule**

Description	Critical (C) Non-critical (NC)	Known Problems Issues	Every Other Week	Monthly	Semi-Annually	Annually	Triennial
8" lateral 1 <sup>st</sup> St ½ mile to Fort Ave	C	Routine FOG issues	Clean				Assess condition
8" lateral 3 <sup>rd</sup> Ave 1 mile to Preston St	C	History of backups		Clean			Assess condition
18" interceptor along Fishing Creek	C	No known problems but located along stream		Visual check for general condition and overflow evidence, inspect several manholes for surcharging evidence		Clean	Assess condition
18" Interceptor traversing wooded area near park	C	No known problems but located in remote area		Visual check for general condition and overflow evidence, inspect several manholes for surcharging evidence			Clean



Description	Critical (C) Non-critical (NC)	Known Problems Issues	Every Other Week	Monthly	Semi-Annually	Annually	Triennial
Remainder of collection system	NC					Visual check for general condition and overflow evidence, inspect several manholes for surcharging evidence	Clean and assess condition
Manholes	NC					Inspect for loose bricks and mortar evidence of I&I and surcharging	Assess condition

The City will clean the sanitary sewer per the baseline maintenance schedule with all necessary equipment and manpower. Additional cleaning equipment and manpower are available via contract operations with several area vendors. The City does not anticipate using contract services unless the following conditions exist:

- system equipment inoperable for extended period
- manpower shortage
- unusually high cleaning demand due to unforeseen circumstances

#### 4.2 Pump Stations

All equipment is to be maintained in accordance with the manufacturer's specifications. In addition the following maintenance activities will be conducted.

**Table 4-2: Example Pump Station Routine Maintenance Schedule**

Description	Critical (C) Non-critical (NC)	Known Problems Issues	Daily	Weekly	Monthly	Annually	Triennial

Description	Critical (C) Non-critical (NC)	Known Problems Issues	Daily	Weekly	Monthly	Annually	Triennial
4 <sup>th</sup> Ave station	C	No backup power, history of power failures, no SCADA	Check for station problems including security	Record pump pressure and pump run times	Check and record motor amperage, check mechanical and electrical connections, pump grease from wet well as needed, remove and replace flow meter strip chart	Exercise all valves	Disassemble and clean internal pump components, check impeller, disassemble and clean check valves, assess condition
All other stations	NC	No known problems, has backup power and SCADA or other notification system		Check station for problems including security, record pump pressure and run time	Check and record motor amperage, check mechanical and electrical connections, pump grease from wet well as needed, remove and replace flow meter strip chart, operate backup generator, check and top off all fluids	Exercise all valves	Disassemble and clean internal pump components, check impeller, disassemble and clean check valves, assess condition

### 4.3 Force Mains

Check all air relief valves for proper operation semi-annually; disassemble and clean annually. Clean force mains with a pipe pig every five years.

### 4.4 Repairs

Routine maintenance will identify repair needs within system components. The appropriate repair for any given problem is dependent upon the nature of the problem and cannot be prescribed in this plan. However, a priority hierarchy has been established to structure what and



when repairs are to be accomplished. The hierarchy is based upon identifying and repairing critical components first. Critical components are parts of the collection system which if failure occurs will result in system failure and sewer overflow. Such items may include failure of a pump, failure of a backup generator to start, or obstruction in the sewer line. Other problems identified by maintenance activities will be less acute and can be repaired on a lower priority basis. This may include loose or missing manhole bricks, broken manhole covers, lift station lighting, etc. When normal maintenance activities identify the need for component repairs or when problems are brought to the attention of the system by customers or others, the problem and corresponding repair will be assigned a priority ranking based on the following hierarchy. The response time is a requirement for the system to complete. Not meeting the required response time will be considered a failure on the part of the system to meet the requirements of this plan. The repair time goal is a stated goal. Many factors, some out of the control of the system, will impact the ability of the system to make the necessary repairs. Not meeting the repair goals will not be considered a plan failure but will be noted in self-audits from which plan and or operational changes may be fashioned.

**Table 4-3: Collection System Response and Repair Priority Hierarchy**

<b>Problem</b>	<b>Priority</b>	<b>Response Time</b>	<b>Action</b>	<b>Repair Time Goal</b>
Active Sewer Overflow	1	Within 1 hour of receiving report	Stop overflow, return system to normal operation	Within 4 hours of arriving on site
Failure of Critical Component, Overflow/Bypass Will Occur if Not Repaired	1	Within 1 hour of receiving report or discovering problem	Repair or replace component, return system to normal operation	Within 4 hours of arriving on site
Unsafe Condition Poses Risk to Public or Employees	1	Within 1 hour of receiving report or discovering problem	Mitigate and repair to eliminate unsafe condition	Mitigate risk within 2 hours of arriving on site, repair within 8 hours if public risk, 7 days if employee risk
Evidence of System Surcharging and Intermittent Overflow	2	Within 1 day of receiving report or discovering problem	Clean sewer line and/or check for proper downstream pump station operation and repair as needed. Re-evaluate problem following cleaning/repair. Begin I&I evaluation and corrections if not corrected.	Within 8 hours of arriving on site for cleaning and station repairs. Initiate I&I evaluation and corrective actions within 30 days
Failure of Backup Power System	2	Within 3 days of receiving report or discovering problem	Repair or replace equipment as needed	Within 10 days of response

<b>Problem</b>	<b>Priority</b>	<b>Response Time</b>	<b>Action</b>	<b>Repair Time Goal</b>
Evidence of Surcharging, No Overflow Evidence	3	Within 1 week of receiving report or discovering problem	Clean sewer line and/or check for proper downstream pump station operation and repair as needed. Re-evaluate problem following cleaning/repair. Initiate I&I evaluation and corrections if not corrected.	Within 8 hours of arriving on site for cleaning and station repairs. I&I evaluation and corrective actions within 180 days
Failure of Monitoring or Measuring Equipment	3	Within 3 days of receiving report or discovering problem	Make repairs or replace as needed	Repairs within 7 days of response. Replacement within 30 days.
Evidence of I&I Non-surcharging	4	Complete evaluation of cause within 90 days of discovering problem.	Make corrective actions based on I&I evaluation findings	Within 360 days
Component Failures Non-critical and General Non-routine Maintenance	5	Evaluate repair/maintenance need within 180 days of discovering problem	Make repairs	Within 360 days

## 5.0 Description of Collection System

The regional facilities include major collector and interceptor sewers, inverted sewer siphons (that cross the Sheboygan River) and main pumping stations. The total service area includes approximately 34,340 acres (53.7 square miles). The contributing municipalities all discharge directly into the City owned interceptor sewers. The City of Sheboygan has over 170 miles of gravity sanitary sewer with one mile of force mains. There are 4,938 maintenance access structures and five (5) pump stations. The system has constructed relief points at the North Avenue Pump Station, and Kentucky Avenue Pump Station.

### Category A Sewers and Facilities:

- ⊕ North/South Interceptor
- ⊕ Indiana Avenue Pump Station
- ⊕ East/West Interceptor
- ⊕ Lake Michigan Interceptor
- ⊕ Kentucky Avenue Pump Station
- ⊕ Black River Interceptor
- ⊕ Bluff Avenue and 3<sup>rd</sup> Street Interceptor



- ⊕ North Avenue Pump Station
- ⊕ 7<sup>th</sup> Street Inverted Siphon
- ⊕ 16<sup>th</sup> Street Inverted Siphon
- ⊕ Niagara Avenue Inverted Siphon
- ⊕ Wisconsin Avenue Inverted Siphon

Category A represents “critical” sewers where costs of failure would be high and the effect on the surrounding environment would be great. Post-failure rehabilitation would be at least twice as expensive as planned replacement and three to four times the cost of rehabilitation.

Category B Sewers are facilities that are less critical because of reduced failure cost and effect, but where preventative action would still be cost effective.

Category C Sewers represent noncritical sewers that have little or no effect as determined by critical definitions. Preemptive work on these sewers would not be cost effective unless numerous failures would occur in a confined area.

#### CRITICAL SEWERS:

Critical sewers, those categories A and B, typically account for approximately 20 percent of a complete sewer system.

According to WEF Manual of Practice FD-6, ASCE Manual and Report on Engineering Practice No. 62, “Existing Sewer Evaluation & Rehabilitation” critical sewers are likely to meet one or more of the following conditions:

- ⊕ Old age (older than 50 years)
- ⊕ Deeper than average (greater than 12 feet)
- ⊕ Large diameter
- ⊕ Brick or masonry construction
- ⊕ Unlined or unreinforced concrete
- ⊕ Located under busy streets, in streets providing access to emergency services, or in sensitive environmental locations (river crossings, wetlands, beachfront)
- ⊕ At or near hydraulic capacity and in poor soil conditions or high groundwater
- ⊕ Difficult to bypass
- ⊕ Require frequent inspection and maintenance
- ⊕ Excessive I/I

According to WEF Manual of Practice FD-6, ASCE Manual and Report on Engineering Practice No. 62, “Existing Sewer Evaluation & Rehabilitation” using the above criteria we should expect approximately 20% of our sewer system to be classified as “Critical.”

#### PERFORMANCE CRITERIA:

Consistent with our mission, the primary goal is to ensure the protection of public health. The structural and hydraulic performance of the sanitary sewer system is paramount in attaining our mission. Ideally the system should not experience any overflows, backups, or failures. Ultimately this is our goal; however, past experience has resulted in one or more combination of failures within the system. An aggressive maintenance and management program should minimize future failures within the system.

#### DESIGN CRITERIA:

The City of Sheboygan uses sound civil engineering practices in its decision making regarding the design and construction of new sanitary sewers. Furthermore, the City of Sheboygan references the “Standard Specifications for Sewer and Water Construction in Wisconsin” as developed by the “Public Works Industry Improvement Program” which provides an industry reviewed and tested standard.



## 6.0 Grease, Oil, and Sand Management Program

### Purpose:

The purpose of this program is to provide for the control and management of grease, oil and sand discharges to the City collection system. This program, in conjunction with the City's Rules and Regulations, will provide a means to reduce interference with the collection system operation and pass through at the treatment Facility.

### Grease, Oil and Sand Interceptors

Grease, oil and sand interceptors may be required of any user when they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for dwelling units. All interceptors shall be of a type and capacity as specified in the state plumbing code and shall be located as to be readily accessible for cleaning and inspection.

All grease, oil and sand interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, water tight and equipped with easily removable covers which, when bolted in place, shall be gas and water tight.

Where installed, all grease, oil and sand interceptors shall be maintained by the user at his sole expense, in continuous efficient operation at all times.

### Program Implementation:

This program shall be implemented in accordance with the requirements as set forth by the City municipal code section 122-6 and in such a manner as to minimize the impact on businesses which may be affected by this program. In all cases the City will maintain a uniform decision making process. This process shall be in accordance with the flow diagram which follows. The City shall allow for appeals of program requirements in accordance with the appeal process in the City Wastewater Rules and Regulations.

The following steps detail the procedure that City personnel shall follow in implementing this program.

### *Evaluation:*

The City will evaluate an IU discharge to determine if grease, oil or sand management is required at the following events:

1. Issuance of a construction or remodeling building permit.
2. When the collection line in front of the business is television inspected as part of the collection system preventative maintenance program.
3. When a plug in an immediately downstream collection line plugs due to oil, grease or sand.



No further action will be taken if it is determined that no potential exists for significant enrichment of the wastewater with grease, oil or sand. Enrichment is defined as a discharge with greater volume or concentration of grease, oil or sand than that discharged from a typical residential connection. For oil and grease, the typical residential discharge has less than 200 mg/L of oil and grease for any sample taken. Greater concentrations would be enrichment. Also, a significant buildup of oil and grease in the lateral would indicate enrichment. Sand and dirt is not typically discharged from a residential connection. Any potential for sand or dirt discharge would be enrichment.

*Implementation:*

IU's which are determined to enrich or have the potential to enrich the wastewater with grease, oil, or sand will be required to develop a management plan.



## 7.0 Sanitary Sewer Overflow Response Plan

### AUTHORITY

This Sewer Overflow Response Plan (SORP) is prepared pursuant to WPDES wastewater discharge permit #WI-0025411-08-0 to facilitate proper incident reporting procedures with a WPDES Permit, specifically form 3400-184 Sanitary Sewer Overflow/Bypass.

### GENERAL

The Sewer Overflow Response Plan (SORP) is designed to ensure that every report of a sewage overflow incident is immediately dispatched to the appropriate City of Sheboygan Sewer Department personnel for confirmation. Quick response will minimize the effects of the overflow with respect to impacts on public health, beneficial uses and water quality of surface waters and on customer service. The SORP further includes provisions to ensure safety pursuant to the directions provided by the Wisconsin Department of Natural Resources (WDNR) and that notification and reporting is made to the WDNR when applicable. For purposes of this SORP, "confirmed sewage spill" is also sometimes referred to as "sewer overflow," "overflow," or "SSO." The effective date of this plan is February, 2013.

### Objectives

The primary objective of the SORP is to protect public health and the environment, satisfy regulatory agencies and waste discharge permit conditions which address procedures for managing sewer overflows, and minimize risk of enforcement actions against the City of Sheboygan, sewer system owner. Measures to avoid sewer overflow are explained in Appendix F.

Additional objectives of the SORP are as follows:

- Protect collection system personnel and wastewater treatment Facility;
- Protect the collection system, wastewater treatment facilities, and all appurtenances; and
- Protect private and public property beyond the collection and treatment facilities.

### Organization of Plan

The key elements of the SORP are addressed individually as follows:

Section III - Overflow Response Procedure

Section IV - Public Advisory Procedure

Section V - Regulatory Agency Notification Procedure

Section VI – Maintenance of SORP

Section VII - Appendices

### OVERFLOW RESPONSE PROCEDURE



The Overflow Response Procedure presents a strategy for the City of Sheboygan Public Works Department to mobilize labor, materials, tools and equipment to correct or repair any condition, which may cause or contribute to an un-permitted discharge. The plan considers a wide range of potential system failures that could create an overflow to surface waters, land or buildings.

#### Receipt of Information Regarding an SSO

An overflow may be detected by City of Sheboygan employees or by others. The City of Sheboygan is responsible to act based on received phone calls or reports on possible sewage overflow from the wastewater collection system, and to provide immediate response to investigate and/or correct reported sewer overflow. See Appendix B for flow chart.

Generally, telephone calls from the public reporting possible sewer overflows are received at the public offices identified in Appendix D.

The telephone operator obtains all relevant information available regarding the overflow including:

- a. Time and date call was received;
- b. Specific location;
- c. Description of problem;
- d. Time possible overflow was noticed by the caller;
- e. Caller's name and phone number;
- f. Observations of the caller; and
- g. Other relevant information that will enable the City of Sheboygan Public Works Department to quickly locate, assess and stop the overflow.

The telephone operator records initial information in the Sewage Overflow Report (Ref. Appendix A) and notifies City of Sheboygan Sewer Department.

The City of Sheboygan Public Works Department dispatches sewer maintenance personnel to confirm the overflow. Until verified, the report of a possible spill will not be referred to as a "sewer overflow." The City of Sheboygan Public Works Department completes the Sewage Overflow Report (Ref. Appendix A) within 24 hours of the sewer overflow confirmation and provides the information verbally to the WDNR. If the overflow will affect swimming areas during the swimming season, or public drinking water intakes, the City of Sheboygan shall notify the WDNR contact person verbally, within two hours of becoming aware of the discharge.

If the overflow results in a fish kill, notify the WDNR contact person within two hours of becoming aware of the discharge. The City of Sheboygan Public Works Department Superintendent is responsible for reviewing, updating and signing the final Sewage Overflow Report. Sewage overflow response tracking protocol is summarized in Appendix C.

#### Dispatch of Sewer Maintenance Personnel to Site of Sewer Overflow



Failure of any element within the wastewater collection system that threatens to cause or causes an SSO must trigger an immediate response to isolate and correct the problem. Personnel and equipment must be available to respond to any SSO locations. Additional maintenance personnel shall be "on call" in the event extra manpower is needed. Summary of Sewer Overflow Action Plan is included in Appendix C.

#### Dispatching Maintenance Personnel

- ❑ When the City of Sheboygan receives notification of a potential sewer overflow, the City of Sheboygan Public Works Department dispatches maintenance personnel with appropriate resources as required.

#### Maintenance Personnel Instructions

- ❑ Dispatch maintenance personnel by telephone or radio. Assign appropriate personnel, materials, supplies and equipment needed.
- ❑ The telephone operator must verify that the entire message has been received and acknowledged by the maintenance personnel who were dispatched. All personnel being dispatched to the site of an SSO proceed immediately to the site of the overflow. Report any delays or conflicts in assignments immediately for resolution.
- ❑ In all cases response maintenance personnel report their findings, including possible damage to private and public property, to the City of Sheboygan Public Works Department Superintendent immediately upon making their investigation. If the City of Sheboygan Public Works Department Superintendent has not received findings from the field crew within one (1) hour the City of Sheboygan Public Works Department Superintendent contacts the response maintenance personnel to determine the status of the investigation.

#### Additional Resources

- ❑ The City of Sheboygan Public Works Department Superintendent receives and conveys to appropriate parties requests for additional personnel, material, supplies, and equipment for maintenance personnel working at the site of a sewer overflow.

#### Preliminary Assessment of Damage to Private and Public Property

- ❑ The City of Sheboygan maintenance personnel shall use discretion in their actions as reasonably as they can. They must be aware that the City of Sheboygan could face increased liability for any further damages inflicted to private property during such assistance. The initial response will be the responsibility of the City and the Superintendent will determine if further action is required from the City. The City of Sheboygan maintenance personnel shall not enter private property for purposes of assessing damage unless authorized by the City of Sheboygan Public Works Department Superintendent. The City of Sheboygan maintenance personnel shall take appropriate still



photographs and/or video footage, if possible, of the sewer overflow impacted area in order to thoroughly document the nature and extent of impacts. Retain photographs for filing with the Overflow Report.

#### Field Supervision and Inspection

- ❑ The City of Sheboygan Public Works Department Superintendent visits the site of the sewer overflow to ensure that provisions of this Overflow Response Plan and other directives are met.
- ❑ The City of Sheboygan Public Works Department Superintendent is responsible for verbally notifying WDNR within the specified time and submitting the Overflow Report to WDNR.

#### Coordination with Hazardous Material Response

- ❑ Upon arrival at the scene of a sewer overflow, should a suspicious substance (e.g., oil sheen, foamy residue) be found on the ground surface, or should a suspicious odor (e.g., gasoline) not common to the sewer system be detected; the City of Sheboygan Public Works maintenance crew shall immediately contact the City of Sheboygan Sewer Department Superintendent for guidance before taking further action.
- ❑ Should the City of Sheboygan Public Works Department Superintendent determine the need to alert the hazardous material response team, the maintenance personnel awaits the contacted hazardous waste team response.
- ❑ Contact the WDNR 24-hour Spill Hotline at 1-800-943-0003.
- ❑ Upon arrival of the hazardous material response team, the City of Sheboygan sewer maintenance personnel takes direction from the person with the lead authority of that team. Only when that authority determines it is safe and appropriate, the City of Sheboygan sewer maintenance personnel are to proceed under the SORP with the containment, clean-up activities and correction.

#### OVERFLOW CORRECTION, CONTAINMENT, AND CLEAN-UP

This section describes specific actions to be performed by the City of Sheboygan sewer maintenance personnel during an SSO.

The objectives of these actions are:

- ❑ To protect public health, environment and property from sewage overflows and restore surrounding area back to normal as soon as possible;
- ❑ To establish perimeters and control zones with appropriate traffic cones and barricades, vehicles or use of natural topography (e.g., hills, berms);



- To promptly notify the regulatory agency with preliminary overflow information and potential impacts;
- To contain the sewer overflow to the maximum extent possible including preventing the discharge of sewage into surface waters; and
- To minimize the City of Sheboygan's exposure to any regulatory agency penalties and fines.

Under most circumstances, the City of Sheboygan can handle all response actions with its own maintenance forces. They have the skills and experience to respond rapidly and in the most appropriate manner. An important issue with respect to an emergency response is to ensure that the temporary actions necessary to divert flows and repair the problem do not produce a problem elsewhere in the system. Circumstances may arise when the City of Sheboygan could benefit from the support of private-sector construction assistance. This may be true in the case of large diameter pipes buried to depths requiring sheet piling and dewatering should excavation be required. The City of Sheboygan may also choose to use private contractors for open excavation operations that might exceed one day to complete.

#### Responsibilities of City of Sheboygan Sewer Maintenance Personnel Upon Arrival

It is the responsibility of the first personnel who arrive at the site of a sewer overflow to protect the health and safety of the public by mitigating the impact of the overflow to the maximum extent possible. Should the overflow not be the responsibility of the City of Sheboygan but there is imminent danger to public health, public or private property, or to the quality of waters of the state, then the City of Sheboygan Public Works Department Superintendent takes prudent emergency action until the responsible party assumes responsibility and provides actions.

Upon arrival at an SSO, the City of Sheboygan sewer maintenance personnel performs the following:

- Determines the cause of the overflow, e.g. sewer line blockage, pump station mechanical or electrical failure, sewer line break, etc;
- Identifies and requests assistance or additional resources to correct the overflow or to assist in determination of its cause,
- Takes immediate steps to stop the overflow, e.g. relieves pipeline blockage, manually operates pump station controls, repairs pipe, etc. Extraordinary steps may be considered where overflows from private property threaten public health and safety (e.g., an overflow running off of private property into the public right-of-way); and
- Requests additional personnel, materials, supplies, or equipment that will expedite and minimize the impact of the overflow.

## Initial Measures for Containment

Initiate measures to contain the overflowing sewage and recover where possible sewage which has already been discharged, minimizing impact to public health or the environment.

- ❑ Determine the immediate destination of the overflow, e.g. storm drain, street curb gutter, body of water, stream bed, etc.;
- ❑ Identify and request the necessary materials and equipment to contain or isolate the overflow, if not readily available; and
- ❑ Take immediate steps to contain the overflow, e.g., block or bag storm drains, recover through vacuum truck, divert into downstream manhole, etc.

## Additional Measures Under Potentially Prolonged Overflow Conditions

In the event of a prolonged sewer line blockage or a sewer line collapse, set up a portable by-pass pumping operation around the obstruction.

- ❑ Take appropriate measures to determine the proper size and number of pumps required to effectively handle the sewage flow.
- ❑ Implement continuous or periodic monitoring of the by-pass pumping operation as required.
- ❑ Address regulatory agency issues in conjunction with emergency repairs.

## Cleanup

Clean sewer overflow sites thoroughly after an overflow. No readily identified residue (e.g., sewage solids, papers, rags, plastics, and rubber products) is to remain.

- ❑ Whenever possible digital photos should be taken of the area before and after cleanup.
- ❑ Where practical, thoroughly flush the area and clean of any sewage or wash-down water. Solids and debris are to be flushed, swept, raked, picked-up, and transported for proper disposal.
- ❑ Secure the overflow area to prevent contact by members of the public until the site has been thoroughly cleaned.
- ❑ Where appropriate, disinfect and deodorize the overflow site.
- ❑ Where sewage has resulted in ponding, pump the pond dry and dispose of the residue in accordance with applicable regulations and policies.

- If a ponded area contains sewage which cannot be pumped dry, it may be treated with bleach. If sewage has discharged into a body of water that may contain fish or other aquatic life, do not use bleach. Contact the WDNR for specific instructions.

## SEWAGE OVERFLOW REPORT

The Sewer Overflow Report in Appendix A contains information which is required to be reported to WDNR. If the overflow will affect swimming areas during the swimming season, or public drinking water intakes, the City of Sheboygan shall notify the WDNR contact person verbally within two hours of becoming aware of the discharge. If the overflow results in a fish kill, notify the WDNR contact person within two hours of becoming aware of the discharge.

The City of Sheboygan Public Works Department Superintendent completes a Sewer Overflow Report (Ref. Appendix A). The City of Sheboygan Public Works Department Superintendent promptly notifies the City of Sheboygan Office and WDNR when the overflow is eliminated. Information regarding the sewer overflow includes the following:

- Determination if the sewage overflow had reached surface waters, i.e., all overflows where sewage was observed running to surface waters, or there was obvious indication (e.g. sewage residue) that sewage flowed to surface waters; and
- Determination that the sewage overflow had not reached surface waters by describing conditions at the sewage overflow which support this determination.
- Determination of the start time of the sewer overflow by one of the following methods:

Date and time information received and/or reported to have begun and later substantiated by City of Sheboygan sewer maintenance personnel;

Visual observation

- Determination of the stop time of the sewer overflow by one of the following methods:
  - When the blockage is cleared or flow is controlled or contained; or
  - The arrival time of the City of Sheboygan sewer maintenance personnel if the overflow stopped between the time it was reported and the time of arrival.

Visual observations

An estimation of the rate of sewer overflow in gallons per minute (GPM) by one of the following criteria:

- Direct observations of the overflow; or



- Measurement of actual overflow rate from the sewer main.
- Determination of the volume of the sewer overflow
- Photographs of the event, when possible.
- Assessment of any damage to the exterior areas of public/private property. City of Sheboygan sewer maintenance personnel shall not enter private property for purposes of estimating damage to structures, floor and wall coverings, and other personal property without authorization from the City of Sheboygan Public Works Department Superintendent.

#### CUSTOMER SATISFACTION

The City of Sheboygan Public Works Department Superintendent follows up in person or by telephone with the entity who was reporting the overflow. The cause of the overflow and its resolution will be disclosed.

#### PUBLIC ADVISORY PROCEDURE

This section describes the actions the City of Sheboygan will take, in cooperation with the WDNR, to limit public access to areas potentially impacted by unpermitted discharges of pollutants to surface water bodies from the wastewater collection system.

##### Temporary Signage

The City of Sheboygan has primary responsibility for determining when to post notices of polluted surface water bodies or ground surfaces that result from uncontrolled wastewater discharges from its facilities. The postings do not necessarily prohibit use of recreational areas, unless posted otherwise, but provide a warning of potential public health risks due to sewage contamination. The City of Sheboygan Public Works Department Superintendent and City of Sheboygan elected official determine if posting of a confirmed overflow is necessary.

##### Other Public Notification

Should the posting of surface water bodies or ground surfaces subjected to a sewer overflow be deemed necessary by the City of Sheboygan Public Works Department, the City of Sheboygan Public Works Department Superintendent determines the need for further public notification.

#### REGULATORY AGENCY NOTIFICATION PLAN

The Regulatory Agency Notification Plan establishes procedures which the City of Sheboygan follows to provide formal notice to the WDNR as necessary in the event of an SSO. Agency notifications will be performed in parallel with other internal notifications. Internal notification and mobilization of the City of Sheboygan Public Works maintenance personnel are established in Section III - Overflow Response Procedure. Using data supplied during the verification

process and updates from the maintenance personnel, the City of Sheboygan Sewer Department Superintendent prepares initial and final Overflow Reports. Initial report will be provided orally to the WDNR and if necessary, the local health department within either two (2) hours or 24 hours from the time the City of Sheboygan became aware of the SSO. If the overflow will affect swimming areas during the swimming season, or public drinking water intakes, the City of Sheboygan shall notify the WDNR contact person verbally within two hours of becoming aware of the discharge. If the overflow results in a fish kill, notify the WDNR contact person within two hours of becoming aware of the discharge.

Prepare and provide final report to the regulatory agency within five (5) days after the City of Sheboygan becomes aware of the overflow. Submit by mail. The City of Sheboygan Public Works Department Superintendent is responsible for meeting the notification requirement. The City of Sheboygan Sewer Department Superintendent prepares written notification to the appropriate regulatory agency of any confirmed overflows. The City of Sheboygan Public Works Department Superintendent signs these notifications. The WDNR contact person may waive the written report requirement on a case-by-case basis if the oral report was received within the required time frame. Regardless of other notifications, a Report of Noncompliance form is required to be submitted with the monthly Discharge Monitoring Report. Unavoidable discharges are explained in appendix E.

#### Immediate Notification

If the overflow will affect swimming areas during the swimming season, or public drinking water intakes, the City of Sheboygan shall notify the WDNR contact person verbally, within two hours of becoming aware of the discharge. If the overflow results in a fish kill, notify the WDNR contact person within two hours of becoming aware of the discharge. See Appendix G for descriptions on notification.

Fax the initial and any updated Sewer Overflow Report to:

- WDNR, Wastewater Engineer  
Attn: Curtis Nickels 920-892-8756 ext3030

#### Secondary Notification

The City of Sheboygan Public Works Department Superintendent may contact other agencies, as necessary, as well as other interested and possibly impacted parties.

#### MAINTENANCE OF SORP

The SORP will be reviewed on an annual basis. Possible amendments can include:

- Change in procedures
- Change in contact personnel
- Changes due to regulatory requirements



## **8.0 System Evaluation and Capacity Assurance (SECAP)**

The SECAP describes the actions that the City has taken and will take to determine capacity requirements, evaluate system capacity, and undertake capacity enhancement measures.

The Wet Weather Peak Flow Management Program (WWPFMP)

The objective of the WWPFMP is to manage peak wet weather flows in the tributary municipal sewer systems to levels at or below those required.

Future efforts include:

- o Determining the types of flow meters to be used for both permanent and portable metering locations
- o Evaluation of the rain gage system and determining required improvements
- o Development of a Request for Proposals for the design of the metering facilities needed to implement the WWPFMP
- o Hiring of an in-house hydraulic modeler and analyst
- o Performing a hydrologic analysis to determine the five-year recurrence interval wastewater flow rates on a long-term, metershed basis
- o Revising the Peak Flow Performance Standards as defined in Chapter 3 of the City Rules

## **9.0 Program Audit**

The Audit Plan serves to define the method, responsibilities, timeline, and documentation that will be used to complete an audit of the City CMOM Program. The Audit Plan is comprised of three sections: (1) Annual updating, which is completed through the Annual Report; (2) Program audit, which is completed through the Program Audit Report and undertaken on a five year cycle, with the first anticipated in 2017, and (3) Program change procedures, which will be implemented following the Program Audit.

## **10.0 Communication Plan**

The Communication Plan documents the types and frequency of communications that are prepared and presented or distributed regarding the implementation of the CMOM Program.

Discussed below are the activities of the communication plan that may take place in future:

- Staff presentation regarding CMOM information to engineering consultants that typically bid on City projects.
- The City to hold a CMOM conference for Public Works staff from the City's satellite municipalities.
- Staff to present regarding CMOM information to the City's Resident Engineers and Resident Inspectors.
- The CMOM Program Annual Report.
- The City to create publicly accessible CMOM web page to include the CMOM Program Annual Report.



# APPENDIX A

State of Wisconsin  
Department of Natural Resources

## Sanitary Sewer Overflow or Bypass Notification Summary Report

Form 3400-184 (4/02)

Page 1 of 2

**Notice:** Under s.283.55 (1)(dm), Wis. Stats., and in accordance with reporting requirements in your WPDES permit, all permittees shall provide the following notices if an **unscheduled sanitary sewer overflow or bypass** occurs:

- Within **24 hours** of the occurrence, notify the DNR regional wastewater staff by telephone (FAX, email or voice mail, if staff are unavailable).
- Within **5 days** of the occurrence, provide a written report describing the overflow or bypass, including all information requested on this form. The permittee is required to submit this form or other equivalent written notification to the DNR Regional Office.

Failure to notify the Department as specified may result in fines up to \$10,000 for each day of violation [s. 283.91(2), Wis. Stats.].

Personally identifiable information will be used for program administration and will also be made available to requesters as required under Wisconsin Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

**Instructions:** Use this form to report all **unscheduled sanitary sewer overflow or bypass occurrences**. Attach additional information as necessary to explain or document the overflow or bypass. For the purpose of this report, an overflow or bypass is defined as the discharge of untreated sewage from the sanitary sewer collection system to a surface water and/or ground due to circumstances such as those identified by the check boxes in the overflow or bypass details section of this form.

**Use one form per occurrence.** A single occurrence may be more than one day if the circumstance causing the overflow or bypass results in a discharge duration more than 24-hours. If there is a stop and restart of the overflow or bypass within 24-hours, but it's caused by the same circumstances, report it as one occurrence. If the discharges are separated by more than 24 hours, they should be reported as separate occurrences.

### Notification Information

Permittee (Municipality or Facility Name)	<b>Overflow or Bypass Reported To DNR</b>	
	Date	Time <input type="checkbox"/> am <input type="checkbox"/> pm
Person Representing Permittee Who Contacted DNR	DNR Office and Person Contacted	

### Overflow or Bypass Details

Date(s) and Duration of Overflow or Bypass Occurrence (complete a separate form for each occurrence)			
Start Date	Time (to nearest 15 minutes) <input type="checkbox"/> am <input type="checkbox"/> pm	End Date	Time (to nearest 15 minutes) <input type="checkbox"/> am <input type="checkbox"/> pm
Duration of the overflow or bypass (hours and minutes)		Estimated Volume of Wastewater Discharged (gallons)	

Location of the Overflow or Bypass (complete a separate form for each discharge location)

Circumstances Causing the Overflow or Bypass (check all that apply)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Rain               | <input type="checkbox"/> Power Outage  | <input type="checkbox"/> Equipment Failure     |
| <input type="checkbox"/> Rain and Snow Melt | <input type="checkbox"/> Plugged Sewer | <input type="checkbox"/> Widespread Flooding   |
| <input type="checkbox"/> Snow Melt          | <input type="checkbox"/> Broken Sewer  | <input type="checkbox"/> Other (explain below) |

Provide a narrative description to further explain why the overflow or bypass occurred. For example, describe what equipment failed, what caused the power outage, or what plugged the sewer. Flooding should only be indicated as a cause if there is significant flooding that is caused by high river, stream, or lake water levels, not just localized high water in the street.

**Sanitary Sewer Overflow or Bypass  
Notification Summary Report**

Form 3400-184 (4/02)

Page 2 of 2

**Wet Weather Data (if applicable)**

Document the weather conditions if it contributed to the cause of the overflow or bypass. An overflow or bypass may be caused by a series of short rain storms or in combination with a snow melt. The wet weather data should include the cumulative amount of precipitation that caused the overflow or bypass.

Date(s) and Duration of Rainfall			
Start Date	Time (to nearest 15 minutes) <input type="checkbox"/> am <input type="checkbox"/> pm	End Date	Time (to nearest 15 minutes) <input type="checkbox"/> am <input type="checkbox"/> pm
Amount of Rainfall (nearest rain gauge to 0.1 inch accuracy)		Amount of Snow Melt (estimated inches melted)	
Contributing Soil Conditions (saturated, frozen, soil type)			

**Where Did the Discharge from the Overflow or Bypass Go? (check all that apply)**

Provide the name of the local receiving water that the wastewater enters, which could be a nearby stream, river, lake, or welland. If discharge does not enter directly into a surface water, but indirectly by way of a ditch or storm sewer, trace the path of the ditch or storm sewer to find the receiving water.

- Runs on ground and absorbs into the soil.
- Ditch. Name of surface water it drains to: \_\_\_\_\_
- Storm sewer. Name of surface water it drains to: \_\_\_\_\_
- Surface water direct discharge: \_\_\_\_\_
- Other, describe: \_\_\_\_\_

**Actions to Correct This Occurrence and Prevent Future Overflows or Bypasses**

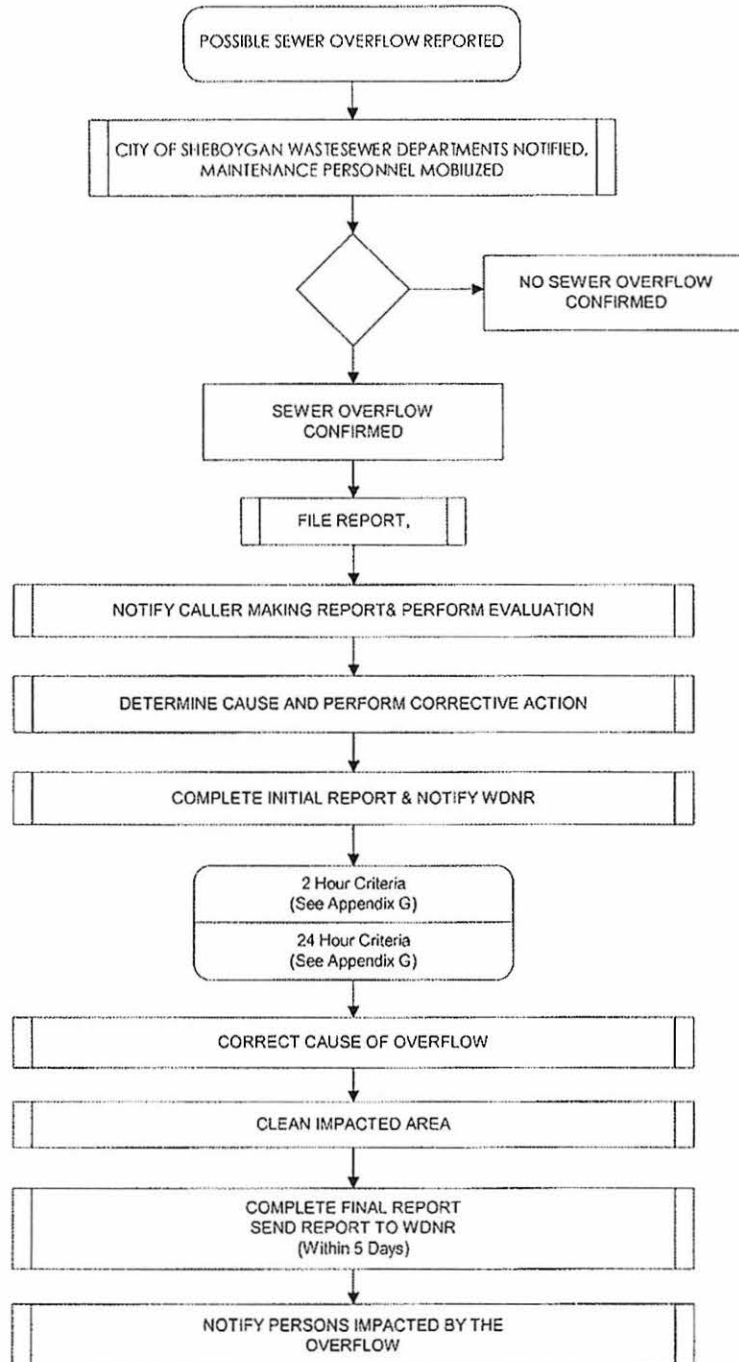
Describe what actions were taken to minimize the volume of wastewater discharged from the overflow or bypass reported on this form. Also describe what actions are planned to prevent or minimize future overflows or bypasses. The WPDES permit prohibits overflows or bypasses, unless certain specified conditions are met. If the permittee fails to operate and maintain the sewage collection system to prevent overflows and bypasses, they will be subject to enforcement action.

**Report Completed By**

Authorized Representative Name (Print)	Title
Authorized Representative Signature	Date

## APPENDIX B - SANITARY SEWER OVERFLOWS

### CITY OF SHEBOYGAN SEWER OVERFLOW NOTICE PLAN FLOW CHART - WASTEWATER COLLECTION SYSTEM



## APPENDIX C – SANITARY SEWER OVERFLOWS

### SEWER OVERFLOW (SSO) RESPONSE TRACKING PROTOCOL CITY OF SHEBOYGAN WASTEWATER COLLECTION SYSTEM

#### Step Event

1. Report of possible SSO received by a telephone operator
2. Telephone Operator enters received information into Sewer Overflow Report
3. Telephone Operator contacts City of Sheboygan Sewer Department, which then deploys maintenance personnel to confirm reported SSO.
4. Maintenance personnel reports back to the City of Sheboygan Sewer Department Superintendent reporting significance of the overflow.
5. City of Sheboygan Sewer Department Superintendent completes initial Overflow Report. If the overflow will affect swimming areas during the swimming season, or public drinking water intakes, the City of Sheboygan shall notify the WDNR contact person **VERBALLY**, within two hours of becoming aware of the discharge. If the overflow results in a fish kill, notify the WDNR contact person within two hours of becoming aware of the discharge.
6. Within five days, the City of Sheboygan Sewer Department Superintendent prepares final Overflow Report. Report is mailed to WDNR.
7. Data from Overflow Report are entered into a permanent record on file at the City of Sheboygan Sewer Department.
8. Attach Report of Noncompliance to Discharge Monitoring Report



**APPENDIX D – SANITARY SEWER OVERFLOWS**

**LIST OF PUBLIC OFFICES TO REPORT OVERFLOW – CITY OF SHEBOYGAN  
WASTEWATER COLLECTION SYSTEM**

	<u>Contact Name</u>	<u>Telephone</u>
U.S. EPA		312-353-2000
Sheboygan County Health and Human Services	Tom Eggebrecht	920-459-6400
WDNR	Curtis Nickels	920-892-8756 ext 3030
City Police		920-459-3333
County Sheriff	Todd Priebe	920-459-3111
Local Fire Dept		920-459-0209
Emergency		911



## **APPENDIX E – SANITARY SEWER OVERFLOWS**

### **SUGGESTED CRITERIA FOR DEMONSTRATING HOW A SEWER OVERFLOW WAS UNAVOIDABLE – CITY OF SHEBOYGAN WASTEWATER COLLECTION SYSTEM**

SSO's can be demonstrated as unavoidable by showing the discharge meets each of the criteria 1 through 5.

1. The discharge resulted from a temporary, exceptional incident that was either:
  - a. Necessary to prevent loss of life, personal injury, or severe property damage
  - b. Beyond the reasonable control of the operator. Incidents beyond the reasonable control of the operator would include:
    - i. Exceptional acts of nature;
    - ii. Third party actions that could not be reasonably prevented, including vandalism that could not be avoided by reasonable measures;
    - iii. Blockages that could not be avoided by reasonable measures;
    - iv. Unforeseeable sudden structural, mechanical, or electrical failure that could not be avoided by reasonable measures.
2. The discharge had no feasible alternative
3. The discharge was not caused by any of the following;
  - a. Operational error
  - b. Improperly designed or constructed collection system facilities,
  - c. Inadequate collection system facilities or components,
  - d. The lack of appropriate preventive maintenance, or
  - e. Careless or improper oversight
4. Steps to stop the discharge, address the source of the problem, and mitigate potential impacts from the discharge were taken as soon as possible after becoming aware of the release.



## **APPENDIX F – SANITARY SEWER OVERFLOWS**

### **MEASURES TO AVOID A SEWER OVERFLOW FROM THE CITY OF SHEBOYGAN WASTEWATER COLLECTION SYSTEM**

1. Proper Collection System Maintenance and Operations Program
  - ✓ Cleaning of pipes (grease, roots deposits)
  - ✓ Sealing or maintenance for deteriorating sewers
  - ✓ Remediation of poor/substandard construction (short term)
  - ✓ Sewer replacement or rehabilitation program (long term)
  - ✓ Proper maintenance and operations of pump stations
  - ✓ Inspection of private laterals
2. New Wastewater Disposal System Construction
  - ✓ Use latest technology and standards in constructing new wastewater disposal system improvements
  - ✓ Perform proper construction inspection/quality assurance procedures

## APPENDIX G – SANITARY SEWER OVERFLOWS

### OVERFLOW DESCRIPTIONS AND REQUIRED NOTIFICATION

Overflows requiring 2-Hour Verbal Notification:

- ✓ impact or closure of swimming area during swimming season (WDNR)
- ✓ impact of closure of public drinking water intake (WDNR)
- ✓ results in a fish kill (WDNR)

Overflows Requiring 24-Hour Notification (WDNR only)

- ✓ gravity sewer manhole
- ✓ pump station
- ✓ sewer siphon
- ✓ treatment Facility bypass

WDNR

Curtis Nickels      920-892-8756 ext3030



## APPENDIX H - Organizational Structure to Manage CMOM Program

Scott Isaacs	Sheboygan-DPW	Environmental Engineer	Administrator
David Biebel	Sheboygan-DPW	Director of Public Works	Program Manager
Dale Doerr	Sheboygan WWTF	Superintendent	Wastewater
Sharon Thieszen	Sheboygan WWTF	Industrial Waste Supervisor	Pretreatment/Chemist
Joel Kolste	Sheboygan-DPW	Superintendent Operations	Operations Manager
Clark Kleinhans	Sheboygan-DPW	Crew Leadman-Sewers	Sewer Jet/Cam

**CITY OF SHEBOYGAN**

**Job Title: Maintenance Worker I**  
**Grade: 1**

**Code:**

---

**Reports To: General Supervision**

**Department: Public Works**

**Classification: Non-Exempt**

**Division: Non-Represented**

**Date: January 25, 2013**

**Approved: S & G**

**Updated:**

**Common Council:**

**Gen. Ord:**

---

**POSITION SUMMARY:** Under general supervision, learns and performs varied labor work, as assigned and performs work assignments while learning and using equipment and tools deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Performs labor duties in the cleaning, construction, repair and maintenance of the various activities under the authority of the Department of Public Works.
2. Operates equipment and drives CDL level trucks in order to perform work deemed necessary.
3. Performs duties deemed necessary for the cleaning, heating, ventilating, operating and maintenance of public buildings.
4. Cleans and maintains sidewalks, streets, catch basins, manholes, floors, buildings, and land areas.
5. Cuts weeds, grass and brush using power and hand tools and rakes leaves and other debris.
6. Cleans and maintains public area grounds and equipment.
7. Assists in tree planting, trimming, removal and park activities.
8. Collects garbage, refuse and trash and operates collection equipment.
9. Operates plows and/or shovels snow and assists in the snow removal process.

**SUPERVISORY RESPONSIBILITIES:** N/A

**QUALIFICATION REQUIREMENTS:**

Knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground maintenance, repair, construction and other departmental activities.

Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

**EDUCATION and/or EXPERIENCE:**

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

**PRE-EMPLOYMENT:**

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

**LANGUAGE SKILLS:**

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

**MATHEMATICAL SKILLS:**

Ability to provide basic addition, subtraction, multiplication, division mathematical functions efficiently.

**REASONING ABILITY:**

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The ability to work outdoors under all climatic conditions. The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

**CITY OF SHEBOYGAN**

**Job Title: Maintenance Worker II**  
**Grade: 2**

**Code:**

---

**Reports To: General Supervision**

**Department: Public Works**

**Classification: Non-Exempt**

**Division: Non-Represented**

**Date: January 25, 2013**

**Approved: S & G:**

**Updated:**

**Common Council:**

**Gen. Ord.**

---

**POSITION SUMMARY:** Under general supervision, performs semi-skilled, skilled and specialized labor including complex physical and mechanical tasks. Responsible for the operation and routine maintenance of trucks and related equipment and facilities including parks, deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Performs semi-skilled and unskilled labor duties in the construction, repair, and maintenance of infrastructure and various activities under the authority of the Department of Public Works.
2. Operates related equipment such as tractors, street sweeper, front-end loader, sewer jet & TV truck, roller, concrete saw, chipper, pumps, boilers, heating and ventilating systems, and drives all CDL level trucks in order to perform work deemed necessary.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. Participates in the inspection and maintenance of all storm and sanitary sewers, catch basins, manholes, culverts, other drainage-related areas, and other public works projects.
5. Performs landscaping, grounds maintenance and set-up at parks, cemetery and other public places.
6. Cleans and maintains public area grounds and equipment.
7. Assists in tree planting, trimming, and removal and park activities.
8. Collects garbage, refuse and trash and operates collection equipment.
9. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

**SUPERVISORY RESPONSIBILITIES: N/A**

**QUALIFICATION REQUIREMENTS:**

Knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground maintenance, repair, construction and other departmental activities.

Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

**EDUCATION and/or EXPERIENCE:**

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

**PRE-EMPLOYMENT:**

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

**LANGUAGE SKILLS:**

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

**MATHEMATICAL SKILLS:**

Ability to provide basic addition, subtraction, multiplication, division mathematical functions efficiently.

**REASONING ABILITY:**

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

## CITY OF SHEBOYGAN

**Job Title:** Maintenance Worker III  
**Grade:** 3

**Code:**

---

**Reports To:** General Supervision

**Department:** Public Works

**Classification:** Non-Exempt

**Division:** Non-Represented

**Date:** January 25, 2013  
**Updated:**

**Approved:** S & G  
Common Council  
Gen. Ord.

---

**POSITION SUMMARY:** Under general supervision, performs skilled and specialized labor including complex physical and mechanical tasks. Responsible for the construction and routine maintenance of infrastructure and related equipment and facilities including parks, deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Performs semi-skilled and skilled maintenance duties in the construction, repair, and maintenance of infrastructure, buildings, equipment, mechanical systems and various activities under the authority of the Department of Public Works.
2. Operates related equipment such as tractors, street sweeper, front-end loader, sewer jet & TV truck, roller, concrete saw, chipper, pumps, boilers, heating and ventilating systems, and drives all CDL level trucks in order to perform work deemed necessary.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. Constructs and erects forms true to line and grade. Correctly places, finishes and cures concrete, calculates quantity and may specify mixtures. Correctly proportions and mixes mortar. Lays masonry units of all types as directed for buildings, manholes, retaining walls, park units and other miscellaneous uses of masonry.
5. Performs landscaping, grounds maintenance and set-up at parks, cemetery and other public places. Serves as the coordinator at public festivals and acts as the liaison for the parks or cemetery division.
6. Prepares, layout and performs painting work, including buildings, bridges, equipment, furniture and traffic painting. Operates computer sign design software and fabricates traffic and display information signs.
7. Performs tree planting, trimming, and removal and park activities. Operates bucket truck and chain saws effectively and safely in daily tree work.
8. Assigned daily to collect garbage, refuse and trash and operates and maintains collection equipment. Notifies leadman of violations with regard to garbage and recycling ordinances. Responsible for maintaining garbage truck and performs daily inspections.
9. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

**SUPERVISORY RESPONSIBILITIES:** N/A

**QUALIFICATION REQUIREMENTS:**

Thorough knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground and building maintenance, repair, construction and other departmental activities.

Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

**EDUCATION and/or EXPERIENCE:**

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

**PRE-EMPLOYMENT:**

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

**LANGUAGE SKILLS:**

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

**MATHEMATICAL SKILLS:**

Ability to provide basic and some advanced addition, subtraction, multiplication, division mathematical functions efficiently.

**REASONING ABILITY:**

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

**CITY OF SHEBOYGAN**

**Job Title: Maintenance Worker IV**  
**Grade: 4**

**Code:**

---

**Reports To: General Supervision**

**Department: Public Works**

**Classification: Non-Exempt**

**Division: Non-Represented**

**Date: January 25, 2013**

**Approved: S & G**

**Updated:**

**Common Council:**

**Gen. Ord:**

---

**POSITION SUMMARY:** Under general supervision, performs skilled and specialized labor including complex physical and mechanical tasks. Responsible for the operation of heavy equipment, construction and routine maintenance of infrastructure and related equipment and facilities including parks, deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Performs skilled and specialized maintenance duties in the construction, repair, and maintenance of infrastructure, buildings, equipment, mechanical systems and various activities under the authority of the Department of Public Works.
2. Operates all Department of Public Works equipment including but not limited to: backhoe; asphalt paver, road grader; front-end loader, snow loader; snow blower; beach rake, tractors; mowers, power street sweepers; hydra-hammer; high and low pressure boilers; trucks; and snow plows and drives all CDL level trucks in order to perform work deemed necessary.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. Constructs and erects forms and lays pipe true to line and grade. Correctly places, finishes and cures concrete, calculates quantity and may specify mixtures. Correctly proportions and mixes mortar. Lays masonry units of all types as directed for buildings, manholes, retaining walls, park units and other miscellaneous uses of masonry.
5. Performs routine maintenance on equipment used in order to keep equipment ready and in good condition. Also performs landscaping, grounds maintenance and set-up at parks, cemetery and other public places.
6. Thorough knowledge of underground utilities and digger's hotline markings and trench and confined space safety regulations. Ability to load trucks safely without damage and fully aware of surrounding hazards including above utility lines and trees.
7. Performs tree planting, trimming, and removal and park activities. Operates bucket truck and chain saws effectively and safely in tree work.
8. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

**SUPERVISORY RESPONSIBILITIES: N/A**

**QUALIFICATION REQUIREMENTS:**

Thorough knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground and building maintenance, repair, construction and other departmental activities.

Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

**EDUCATION and/or EXPERIENCE:**

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

**PRE-EMPLOYMENT:**

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

**LANGUAGE SKILLS:**

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

**MATHEMATICAL SKILLS:**

Ability to provide basic and some advanced addition, subtraction, multiplication, division mathematical functions efficiently.

**REASONING ABILITY:**

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

**IV**

R. C. No. \_\_\_\_\_ - 13 - 14. By PUBLIC WORKS. May 20, 2013.

Your Committee to whom was referred Com. No. 2-13-14 by the City Attorney submitting a communication from Brian Bartoszek, Wisconsin Public Service Corporation ("WPSC") relating to WPSC's investigation and remediation of contaminants at WPSC's historic manufactured gas plant on the City's Campmarina property located at 732 North Water St.; recommends that the Communication be accept and placed on file and to approve the requests.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

I

Other Matters

8.1

Com. No. 2 - 13 - 14. By CITY ATTORNEY. May 6, 2013.

Submitting a communication received by the City Attorney from Mr. Brian Bartoszek, Wisconsin Public Service Corporation ("WPSC") relating to WPSC's investigation and remediation of contaminants at WPSC's historic manufactured gas plant on the City's Campmarina property located at 732 North Water Street.

Respectfully submitted,

~~Pub Wks.~~  
Acc + File  
& approve

Steph. D. Masera  
City Attorney



Wisconsin Public Service Corporation  
700 North Adams Street  
P.O. Box 19001  
Green Bay, WI 54307-9001

May 3, 2013

Mr. Stephen G. McLean  
City Attorney  
City of Sheboygan  
807 Center Avenue  
Sheboygan, WI 53081-4414

Re: CampMarina

Dear Mr. McLean:

This letter relates to Wisconsin Public Service Corporation's (WPSC) investigation and remediation of contaminants at WPSC's historic manufactured gas plant on the city's CampMarina property located at 732 North Water Street. The cleanup of the upland portion of the CampMarina property is now complete. WPSC is working with the United States Environmental Protection Agency and the State of Wisconsin to document that no further action is required on the upland property.

The actual remediation of the upland portion of the CampMarina property took place years ago and involved the removal of contaminated soil, the construction of barrier walls around the site and capping of the surface areas. Some contaminated residuals remain at the site but are appropriately contained with the engineered barriers and cap that were constructed on the property.

In order to maintain the effectiveness of these engineering structures, WPSC needs to assure that no groundwater wells are placed on the property, that the surface cap is not disturbed and that the barrier walls remain in place. WPSC intends to use the Wisconsin Geographic Information System (GIS) approach established by the Wisconsin Department of Natural Resources as opposed to relying on deed notices and restrictions. Under the GIS approach, WPSC will list on a central state database the following restrictions/notices relating to the CampMarina property:

- (1) No groundwater wells may be installed, except as approved by the Wisconsin Department of Natural Resources.
- (2) No activities may be undertaken that will disturb the engineered cap or the engineered barrier walls, except as approved by the Wisconsin Department of Natural Resources. These activities would include (i) removal of the existing barrier, (ii) replacement of the barrier, (iii) excavating or grading at a depth that would affect the cap or the barrier walls, and (iv)

Mr. Stephen G. McLean  
May 3, 2013  
Page 2

construction or placement of a building or structure in a manner that adversely affects the cap or the barrier walls, including docks or other structures attached to the Waterloo barrier wall along the Sheboygan River.

A map showing the engineered structures and the cap is enclosed. This map (with the city's approval) will be placed on the GIS system so that a record of the restrictions is maintained and is readily available via the state website.

Under Wis. Stat. § 292.12, the responsibility for meeting the above restrictions will be the city's as the current property owner. Should there be any sale or transfer of the property, these restrictions transfer by law to the subsequent property owner. As we discussed, WPSC is seeking a Certificate of Completion under the Wisconsin Voluntary Party Liability Exemption (VPLE) program. The Certificate of Completion, which runs with the land, will also benefit the city as the property owner. The practical effect of the certificate is to exempt the city (and WPSC) from liability under the Wisconsin cleanup laws for "remedy failure" risks associated with the site.

If the GIS notification is approved and filed with the Department, the groundwater use restriction and the restrictions on not disturbing the engineered cap and barrier walls will be listed on the publicly accessible Bureau of Remediation and Redevelopment Tracking System on the Wisconsin Department of Natural Resources' website. This website will provide public notice that residual contamination exists and that engineered barriers and groundwater use restrictions are in place. In addition, information will be displayed on the Remediation and Redevelopment Sites Map, a mapping application, under the GIS Registry. This GIS Registry is available to the general public on the Department's website. Department approval prior to well construction or reconstruction is required for all sites shown on the GIS Registry, in accordance with Wis. Admin. Code § NR 812.09(4)(w).

WPSC understands the City Council will be requested to approve the placement of these restrictions on the Wisconsin GIS system. If there are any questions or if additional information would be helpful prior to or at the meeting, please contact Brian Bartoszek, Manager-Remediation & Solid Waste, Integrys Business Support, LLC, 700 North Adams Street, Post Office Box 19001, Green Bay, WI 54307-9001.

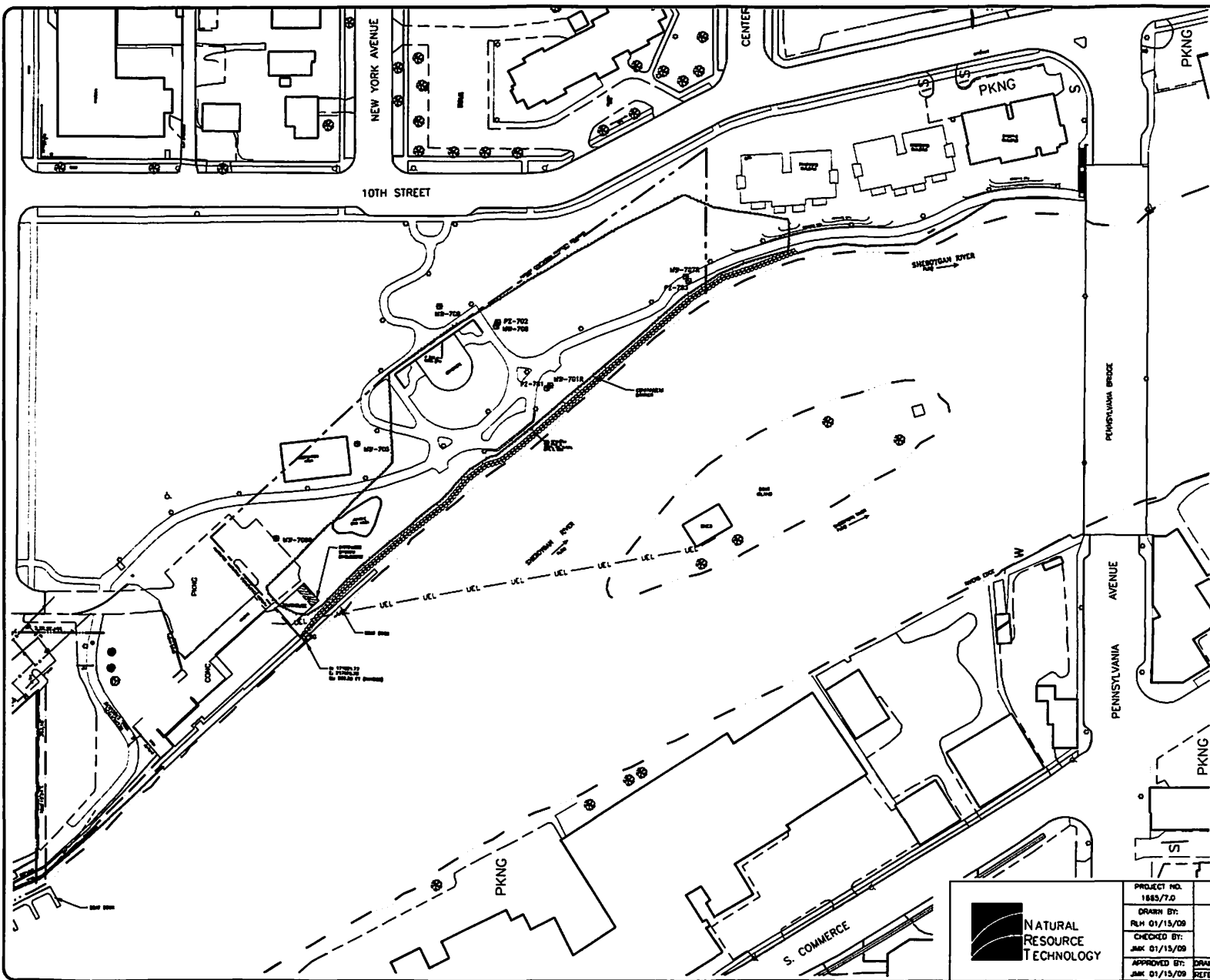
Very truly yours,



Brian F. Bartoszek

Enclosure

cc: Connie Lawniczak

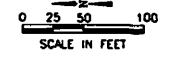


**LEGEND**

● MP-701	MONITORING WELL
○ PZ-701	PIEZOMETER
▽ 30	STAFF GAUGE
●	TREES
○	MANHOLE
○	LIGHT POLE
---	FORMER CAMPMARINA PROPERTY BOUNDARY
---	CONTAINMENT BARRIER
---	RIVERS EDGE
---	UNDERGROUND UTILITY LINE

**SOURCE NOTES:**  
 1. PORTIONS OF THIS DRAWING SET WERE DEVELOPED FROM DRAWING FILE CAMPMARINA DATED 1/4/00 OBTAINED FROM THE CITY OF SHEBOYGAN.  
 2. SUPPLY OF CONTAINMENT BARRIER BY METTLER CORPORATION, MARCH 2001, SERIAL FILE 1000000010.  
 3. PORTIONS OF THIS DRAWING SET WERE DEVELOPED FROM DRAWING FILE 101-10101010, SHEBOYGAN COUNTY COORDINATE SYSTEM, US FOOT, 6-INCHES 1/4" FROM THE CITY OF SHEBOYGAN.  
 4. MONITORING WELLS SURVEYED BY ROBERT E. LEE & ASSOCIATES SURVEYING, FEBRUARY 2004, SHEBOYGAN COUNTY COORDINATE SYSTEM AND NAD83 VERTICAL DATUM.

DATUM (FT)		
NAD83	NAD55	CITY OF SHEBOYGAN
578.0	581	0



PROJECT NO.  
1683/7.0  
 DRAWN BY:  
RLH 01/15/09  
 CHECKED BY:  
JMK 01/15/09  
 APPROVED BY:  
JMK 01/15/09

**SITE PLAN**  
 REMEDIAL INVESTIGATION REPORT  
 RIVER OU SHEBOYGAN-CAMPMARINA  
 WISCONSIN PUBLIC SERVICE CORPORATION  
 SHEBOYGAN, WISCONSIN

DRAWING NO: 1683-7-002  
 REFERENCE:  
 FIGURE NO.  
2

VI

R. C. No. \_\_\_\_\_ - 13 - 14. By LAW AND LICENSING. May 20, 2013.

Your Committee to whom was referred R. C. No. 478-12-13 by Law and Licensing and R. O. No. 314-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

"CLASS B" LIQUOR LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2976	My Place Bar & Grill	1515 New Jersey Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9912	Thompson, Jacob R.	419 Stafford St., Plymouth

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

_____	_____
_____	_____
_____	_____

Committee.

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VI**

6.6

R. C. No. 478 - 12 - 13. By LAW AND LICENSING. April 15, 2013.

Your Committee to whom was referred R. O. No. 314-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be referred to Law and Licensing of the new Common Council:

"CLASS B" LIQUOR LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2976	My Place Bar & Grill	1515 New Jersey Ave.

*5/6/13 - withdraw  
Kairys, hold My Place Bar &  
Bill, Thompson  
& grant Riemer & Schroeder*

---

*5/20/13 - My Place - grant  
& Thompson grant  
done*

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9915	Riemer, Donald B.	2741 N. 27 <sup>th</sup> St.
7934	Schroeter, Eric S.	5430 Moenning Rd.
9912	Thompson, Jacob R.	419 Stafford St., Plymouth

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9910	Kairys, Brian E.	1229 Trimberger Ct.

*For new CC*

*Jodi VanderWeel*  
*Julie Kath*  
*[Signature]*

*Susan J. Lussard*  
*Scott Lenardolo*

Committee.

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Other matters

9.7

R. O. No. 314 - 12 - 13. By CITY CLERK. April 3, 2013.

Submitting various license applications for the period ending June 30, 2013 and June 30, 2014.

*Law & Lic  
4/4/13 - grant all licenses  
except holl. #2976  
Reimer, Schroeter, Thompson, Karyms*

*Lucas Richards*  
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day events to be held 4/27/13 & 5/4/13 to include current premise and include the parking lot north & east of current building & shed.
1411	Tommy's Bar	2335 N. 15 <sup>th</sup> St. - one-day event to be held 4/27/13 & 5/5/13 to include the north parking lot and fenced in area north of building.

"CLASS B" LIQUOR LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2977	Geno Nottolini's Pizza	933 Indianan Ave.
2976	My Place Bar & Grill	1515 New Jersey Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9909	Beaster, Crystallena M.	3605 Sheridan Ave., H6
7183	Bower, Ashley A.	426 Washington Ct.
9018	Broussard, Adrianna D.	929 Erie Ave.
9918	Greuel, Nicole M.	943 Fond Du Lac Ave., Sheb. Falls
9915	Riemer, Donald G.	2741 N. 27 <sup>th</sup> St.
2063	Rupple, David M.	N4442 Van Treeck Tr., Sheb. Falls
8224	Salazar, Amanda Y.	1210 Carmen Ave.
9919	Schodron, Adam J.	920 Michigan Ave.
7934	Schroeter, Eric S.	5430 Moenning Rd.
4461	Segalle, Jason	2015 Folger Ct.
9908	Seger, Mychal A.	2926 Lisa Ave.
9913	Steinberg, Rebecca M.	2130A S. 15 <sup>th</sup> St.

7.0

II

Handwritten text, possibly a signature or name, appearing as a faint scribble.

9912 Thompson, Jacob R.	419 Stafford St., Plymouth
5802 Wolfgram, Angela M.	1610 N. 19 <sup>th</sup> St.
9917 Wright, Jonathan D.	718 W 3 <sup>rd</sup> St., Waldo
9914 Wunder, Alyssa K.	511 S. 26 <sup>th</sup> St.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9903	Charles, Steven A.	3509 Cimarron Ct., Manitowoc
9910	Kairys, Brian E.	1229 Trimberger Ct.
9907	Matichek, Katie S.	1403 Bluff Ave.
8522	Pantel, Paul D.	1008 Kentucky Ave.
9916	Wagner, Brenda L.	2207 N. 8 <sup>th</sup> St.

**VI**

R. C. No. \_\_\_\_\_ - 13 - 14. By FINANCE. May 20, 2013.

Your Committee to whom was referred the following:

1. Com. No. 1-13-14 from Michael Daniels regarding issues he has been having since 2008 with water in his yard; and
2. R. O. No. 333-12-13 by the City Clerk from Jim and Mary Jo Ott asking for help from the City regarding the constant rising costs from Charter Communications and is requesting having another cable company offered in Sheboygan County;

recommends that the documents be placed on file.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**I**

3.1

Com. No. 1 - 13 - 14. May 6, 2013.

Submitting a communication from Michael Daniels regarding issues he has been having since 2008 with water in his yard.

Presented to the Common Council by Alderperson \_\_\_\_\_.



\_\_\_\_\_

Heidemann

*Invoice  
File*

## Richards, Sue

---

**From:** Alderperson Joseph Heidemann  
**Sent:** Friday, April 26, 2013 1:31 PM  
**To:** Richards, Sue  
**Subject:** FW: Mini Storm Sewer

Sue,

I know this is late but can I have this referred to finance for our next meeting. It it has all ready be done please let me know. Thanks.

Joe Heidemann,

---

**From:** [michaeldaniels@charter.net](mailto:michaeldaniels@charter.net) [michaeldaniels@charter.net]  
**Sent:** Friday, April 26, 2013 12:10 PM  
**To:** Alderperson Don Hammond; Alderperson Darryl Carlson; Alderperson Joseph Heidemann; [john.belanger@ci.sheboygan.ci.sheboygan.wi.us](mailto:john.belanger@ci.sheboygan.ci.sheboygan.wi.us); Alderperson Todd Wolf  
**Subject:** Mini Storm Sewer

Members of The Sheboygan Common Council Finance Committee;

For over 15 years, I have been begging and pleading with The City of Sheboygan to do something about the water problems in my yard. Over the years, we have had damage to our home and garage, loss of the use of our yard for almost one entire summer, canceled graduation parties, have spent a lot of money re seeding and landscaping, have had to replace our patio and driveway, now have our front sidewalk, service walk and driveway apron damaged, and many other incidents caused by a lack of a proper sewer and drainage. Hundreds and hundreds of Sheboygan homes have had their water problems corrected by the city - at a cost which I am sure my taxes and sewer charges have helped to pay for.

I have a file that is one inch thick at the city engineers office which includes pictures and applications, along with a letter dated November 7, 2008 from Ryan Sazama which states that the common council had approved funding for the mini-storm sewer program in 2009. We were told to expect city personnel to be at our home to begin the planning process.

For reasons I choose not to get into at this time, the funding was canceled in Feb. 2009. I have since contacted the city to plead again but to no avail. Now I have decided to proceed again - and I am not stopping till this promise by the city is fulfilled. We returned from California in March of this year to find three inches of water in our garage. Trying to remove it did not help as the water would just come right back in. We had a river flowing through our basement which thankfully this time was going right to the sump pump. But I did have to paint walls and the floor. We had water standing in the yard till just 10 days ago and I just completed re seeding again.

I met with Mr. Sazama at his office three weeks ago and he did send another engineer over about a week later. He went over the plans that had been drawn up in 2008 and said the now it is up to the finance committee to approve funding. he also said I am high on the list and kind of hinted it could be NEXT YEAR for the work to be done. Next year is NOT GOOD ENOUGH. I fully expect this project to be done this year.

I have been put off long enough. And I get extremely frustrated when I see some of the other projects the city spends money on and some other crazy plans I have been hearing about where they will be spending a lot more.

I would like to be notified of the next committee meeting when this will be discussed. I will be there to testify if I can.

And one more point. The homes on South 18th St to the west of my home, are about 4 or 5 feet higher than my lot. Several of the homes have the drainage from their garages coming into our yards on 17th. I spoke to the city about this previously and to one of the neighbors, and nothing has been done. In heavy rains, this only adds to the amount of water coming into my yard. I understand this is against city code and I think it is up to the city to put a stop to this.

Mike Daniels  
3122 South 17th Street  
Sheboygan, WI 53081  
920 946 0034

II

4.2

R. O. No. 333- 12 - 13. By CITY CLERK. April 15, 2013.

- Submitting a communication from Jim and Mary Jo Ott asking for help from the City regarding the constant rising costs from Charter Communications and is requesting having another cable company offered in Sheboygan County.

~~Finance~~  
~~new C.C.~~  
File

Susan Richards  
City Clerk

March 25, 2013

Dear Alderman

I am writing this letter to ask for your help with the constant rising costs from Charter Communications. I would like to understand why there is no other Cable company within Sheboygan County. I realize the biggest competition may be "Dish" but I want to understand why Sheboygan does not have more than one cable company. This would allow competition against Charter Communication and potentially keep cost down for paying customers. I am sure I am not the only family that is upset with the rising cost for cable but my recent 25% increase is very upsetting. I would appreciate any info you can provide to help me understand the lack of competition for Charter Communication.

Sincerely,

Jim and Mary Jo Ott  
5015 White Fox Dr  
Sheboygan  
Phone:452-3699

**VI**

R. C. No. \_\_\_\_\_ - 13 - 14. By FINANCE. May 20, 2013.

Your Committee to whom was referred R. O. No. 334-13-14 by the City Clerk submitting a claim from Michael A. McHenry for alleged damages to his SUV when he ran over a loose manhole cover that popped up and dented his running board; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.6

R. O. No. 334 - 12 - 13. By CITY CLERK. April 15, 2013.

Submitting a claim from Michael A. McHenry for alleged damages to his SUV when he ran over a loose manhole cover that popped up and dented his running board.

~~Inance~~  
New C.C.  
deny

Susan Richards  
City Clerk

141

11

11

11

DATE RECEIVED 4-8-13

RECEIVED BY L.S. Schraeder

CLAIM NO. 36-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: Michael A. McHenry
2. Home address of Claimant: 703 High Ave. #302
3. Home phone number: 920-458-7975 920-946-0356 (cell)
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 3-16-13

6. Where did damage or injury occur? (give full description) South 8<sup>th</sup> St. just north of Longfellow school — running board bent by manhole (sewer) cover — 6:00 A.M.

7. How did damage or injury occur? (give full description) I was northbound on S. 8<sup>th</sup> St. and as I drove over the manhole cover it popped up and hit the running board on my SUV hard enough to bend it. It was dark so I was unable to see that it was damaged.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: NA

(b) Claimant's statement of the basis of such liability: NA

SCANNED TO: ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, CHIEF DOMAGALSKI, LAURIE SUHRKE  
4-8-2013

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: damaged manhole cover

(b) Claimant's statement of basis for such liability: there was no barrier around the damaged manhole cover, although later in the morning a barrier was placed there (see photos)

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

No injuries

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

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

Auto:

~~\$ 225.42 (Dick's Insurance Fund)~~  
\$ 1,068.80 (Robert Rusch, Inc.)

Property:

\$ \_\_\_\_\_

Personal injury:

\$ \_\_\_\_\_

Other: (Specify below

\$ \_\_\_\_\_

TOTAL ~~See above estimates~~ 1,068.80

Damaged vehicle (if applicable)

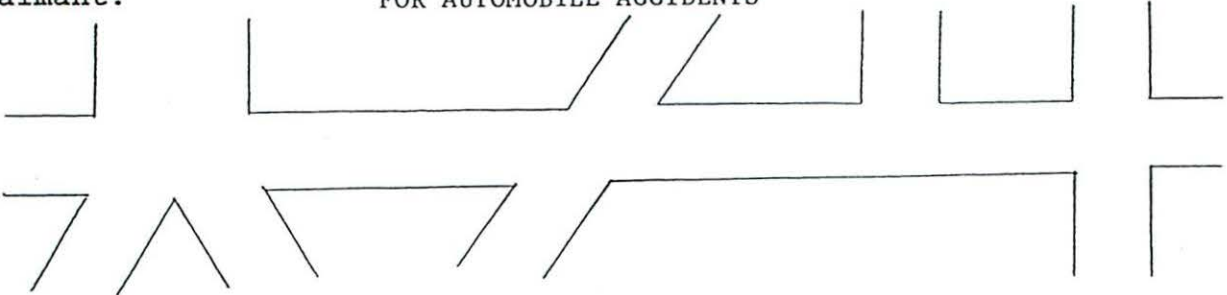
Make: Ford Model: Excursion Limited Year: 2005 Mileage: 92,000

Names and addresses of witnesses, doctors and hospitals: NA

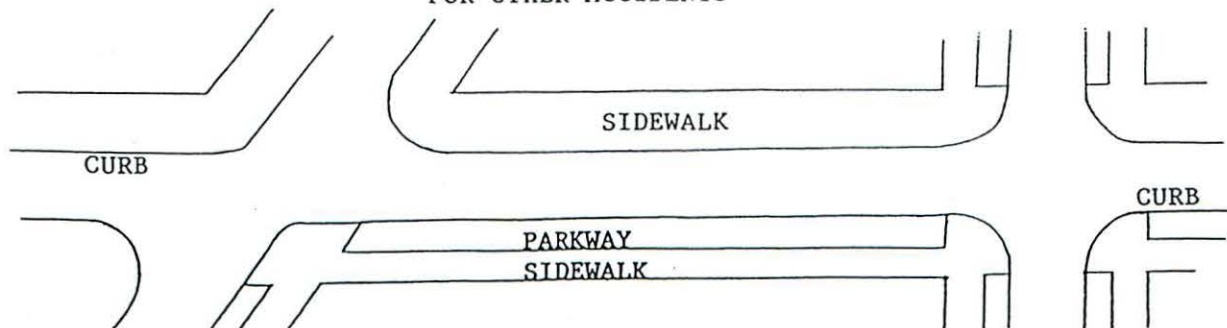
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

Michael A. McHenry

Date: 4-7-13

DATE RECEIVED 4-8-13

RECEIVED BY LS Schaefer

CLAIM NO. 3612

CLAIM

Claimant's Name: Michael A. McHenry  
Claimant's Address: 703 High Ave. #302  
Sheboygan, WI 53081  
Claimant's Phone No. 920-458-7975

Auto \$ ~~835.49~~ 1.068.80  
Property \$ \_\_\_\_\_  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ \_\_\_\_\_  
TOTAL \$ ~~835.49~~ 1.068.80

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~~835.49~~.

1.068.80

SIGNED: Michael A. McHenry

DATE: 4-7-13

ADDRESS: 703 High Ave. #302  
Sheboygan, WI 53081

ROBERT RUSCH, INC.  
 1129 INDIANA AVENUE  
 SHEBOYGAN, WI. 53081  
 OFFICE: (920) 452-8681 FAX: (920) 452-8733

CD LOG NO 9157-1 DATE 04/01/13

SHOP: ROBERT RUSCH INC. INSP DATE: 04/01/13  
 ADDRESS: 1129 INDIANA AVE. CONTACT: DAVE  
 CITY STATE: SHEBOYGAN, WI PHONE 1: (920) 452-8681  
 ZIP: 53081- FAX: (920) 452-8733

OWNER: MCHENRY, MIKE HOME PHONE: (920) 946-0356  
 CITY STATE: SHEBOYGAN, WI  
 ZIP: 53081

POINT OF IMPACT: 6

LIC#: STATE: WI VIN: 1FMNU43S75ED47670  
 BODY COLOR: TAN MILEAGE:  
 CONDITION: GOOD ACCTNG CTL#:

*=USER-ENTERED VALUE	E=REPLACE OEM	NG=REPLACE NAGS
EC=REPLACE ECONOMY	UE=REPLACE OE SURPLUS	UC=RECONDITIONED PRT
UM=REMAN/REBUILT PRT	EU=REPLACE SALVAGE	EP=REPLACE PXN
OE=REPLACE PXN OE SRPLS	PC=PXN RECONDITIONED	PM=PXN REMAN/REBUILT
TE=PARTL REPL PRICE	ET=PARTL REPL LABOR	IT=PARTIAL REPAIR
I=REPAIR	L=REFINISH	BR=BLEND REFINISH
TT=TWO-TONE	CG=CHIPGUARD	SB=SUBLET
N=ADDITIONAL LABOR	RI=R&I ASSEMBLY	P=CHECK
AA=APPEAR ALLOWANCE	RP=RELATED PRIOR	UP=UNRELATED PRIOR

MANHOLE COVER FLIPPED UP AND HIT UNDERSIDE

2005 FORD EXCURSION LIMITED 4DOOR WAGON 10CYL GASOLINE 6.8  
 CODE: P7203B/F OPTNS S/24BQARHJKLOMSPU

OPTIONS:

TWO-STAGE - EXTERIOR SURFACES	TWO-STAGE - INTERIOR SURFACES
4-WHEEL DRIVE	WHEEL FLARES
HEATED FRONT SEATS	PASSENGER POWER FRONT SEAT
HEATED REMOTE CONTROL MIRRORS	LUGGAGE RACK
POWER QUARTER GLASS	REAR OBSTACLE WARNING SYSTEM
FRAME MOUNTED TRAILER HITCH	FRT AND REAR AIR CONDITIONING
CLIMATE CONTROLLED A/C	OVERHEAD CONSOLE
STRG WHEEL MTD RADIO CONTROLS	

OP	GDE	MC	DESCRIPTION	MFG. PART NO.	PRICE	AJ%	B%	HOURS	R
---	---	---	-----	-----	-----	---	---	-----	---
I	0187		PANEL,ROCKER FRONT	LT REPAIR				2.0	*1
L	0187	#	PANEL,ROCKER FRONT	LT REFINISH				1.0	*4
			# = 13, 10						

2005 FORD EXCURSION LIMITED 4DOOR WAGON  
CD LOG NO 9157-1

			0.2*SURFACE			
			0.6 TWO STAGE SETUP			
			0.2 TWO STAGE			
E 0361	02	BOARD,RUNNING	LT 2C7Z16451AAA	737.70		1.0 1
L M14		CORROSION PROTECTION	REFINISH			0.2*4*
SBM60		HAZARD. WSTE. REM.	SUBLET REPAIR	3.00*		*1*

5 ITEMS

MC MESSAGE(S)  
02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO  
10 INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL  
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

GROSS PARTS						737.70
PAINT MATERIAL						42.00
PARTS & MATERIAL TOTAL						779.70
TAX ON PARTS & MATERIAL @				5.000%		38.99
LABOR	RATE	REPLACE HRS		REPAIR HRS		
1-SHEET METAL	56.00	1.0		2.0		168.00
2-MECH/ELEC	75.00					
3-FRAME	65.00					
4-REFINISH	56.00	1.2				67.20
5-PAINT MATERIAL	35.00					
LABOR TOTAL						235.20
TAX ON LABOR			@	5.000%		11.76
SUBLET REPAIRS						3.00
TAX ON SUBLET			@	5.000%		0.15
TOWING						
STORAGE						

GROSS TOTAL 1,068.80

NET TOTAL 1,068.80

SHOPLINK U0782 ES CD LOG 9157-1 DATE 04/01/13 04:14:18PM R6.37 CD 03/13  
HOST LOG  
(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

0.8 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.

-----  
THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.  
OPEN FOR REPLACEMENT OF ANY HARDWARE

DICK BRANTMEIER FORD-LINCOLN-MERCURY  
3624 KOHLER MEMORIAL DRIVE  
SHEBOYGAN, WI 53082-0026  
OFFICE: 920-458-6111 FAX: 920-451-8198

\*\*\* PRELIMINARY ESTIMATE \*\*\*

04/01/2013 03:49 PM

Owner

Owner: MIKE MC HENRY  
Address: 703 HIGH AV  
City State Zip: Sheboygan, WI 53081

Work/Day: (920)946-0356  
FAX:

Inspection

Inspection Date: 04/01/2013 03:50 PM

Inspection Type:

Company: BRANTMEIER FORD  
Contact: DALE SPAETH  
Address: 3624 KOHLER MEMORIAL DR  
City State Zip: Sheboygan, WI 53081

Appraiser License # :

Work/Day: (920)458-6111  
FAX: (920)451-8198

Repairer

Repairer: DICK BRABTMEIER FORD  
Address: 3624 KOHLER MEMORIAL DR  
City State Zip: Sheboygan, WI 53081

Contact:  
Work/Day: (920)458-6111  
Work/Day:

Vehicle

2005 Ford Excursion Limited 4 DR Wagon  
10cyl Gasoline 6.8  
4 Speed Automatic

Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition:  
Ext. Refinish: Two-Stage

VIN: 1FMNU43S75ED47670  
Mileage: 92,000  
Mileage Type: Actual  
Code: P7203B  
Int. Refinish: Two-Stage

Options

4-Wheel Drive  
Anti-Lock Brakes  
Bodyside Cladding  
Center Console  
Dual Air Conditioning  
Electronic Transfer Case  
Garage Door Opener  
Intermittent Wipers  
Leather Steering Wheel  
Polished Alloy Wheels  
Power Door Locks  
Power Windows  
Rear Window Defroster  
Roof/Luggage Rack  
Tachometer

AM/FM In-dash CD Changer  
Auto Locking Hubs (4WD)  
Camper/Towing Package  
Climate Control For A/C  
Dual Airbags  
Fender Flares  
Heated Front Seats  
Keyless Entry System  
Lighted Entry System  
Power Adjustable Pedals  
Power Quarter Windows  
Privacy Glass  
Rear Window Wiper/Washer  
Running Boards  
Third Seat (trucks)

Alarm System  
Automatic Dimming Mirror  
Captain Chairs (2)  
Cruise Control  
Dual Power Seats  
Fog Lights  
Heated Power Mirrors  
Leather Seats  
Overhead Console  
Power Brakes  
Power Steering  
Rear Seat Audio Controls  
Reverse Sensing System  
Strg Wheel Radio Control  
Tilt Steering Wheel



\* = User-Entered Value  
EC = Replace Economy  
ET = Partial Replace Labor  
TE = Partial Replace Price  
L = Refinish  
TT = Two-Tone  
BR = Blend Refinish  
CG = Chipguard  
AA = Appearance Allowance

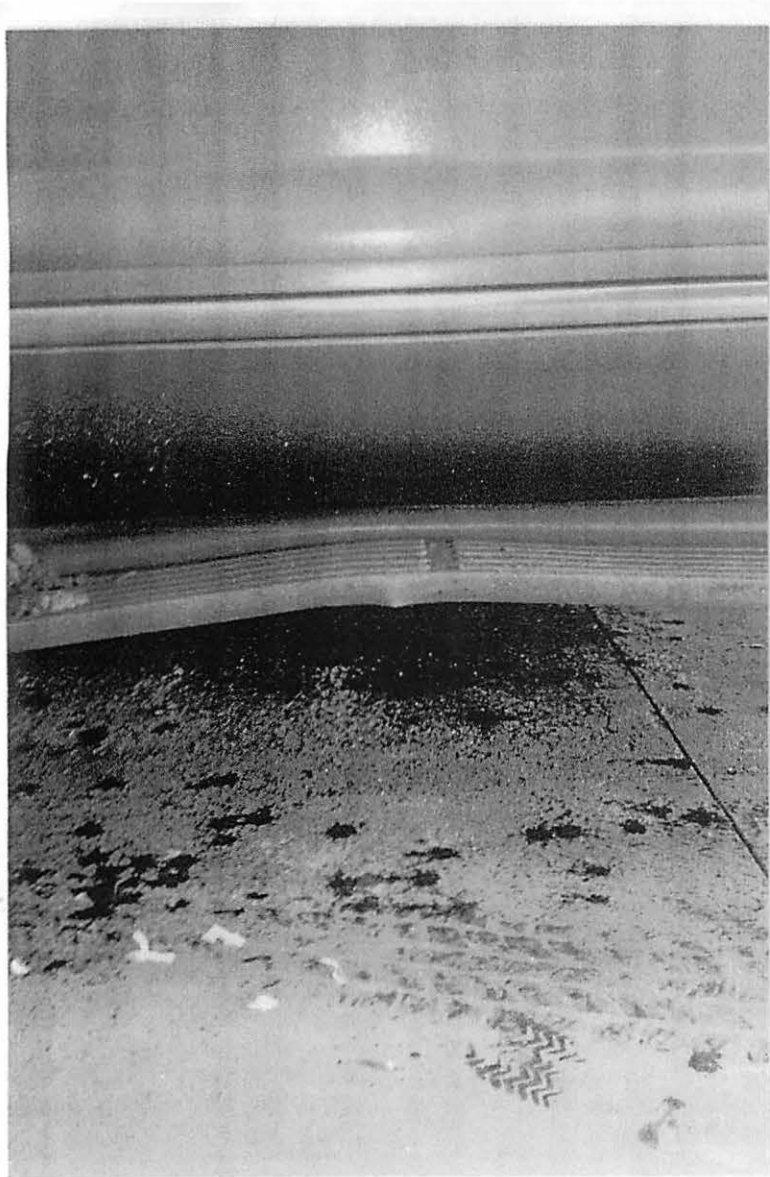
E = Replace OEM  
OE = Replace PXN OE Srpls  
EP = Replace PXN  
PM = Replace PXN Reman/Reblt  
PC = Replace PXN Reconditioned  
SB = Sublet Repair  
I = Repair  
RI = R & I Assembly  
RP = Related Prior Damage

NG = Replace NAGS  
UE = Replace OE Surplus  
EU = Replace Recycled  
UM = Replace Reman/Rebuilt  
UC = Replace Reconditioned  
N = Additional Labor  
IT = Partial Repair  
P = Check



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

Copyright (C) 2011 Audatex North America, Inc.  
Audatex Estimating is a trademark of Audatex North America, Inc.





R. C. No.         - 12 - 13. By PUBLIC PROTECTION AND SAFETY. May 20, 2013.

Your Committee to whom was referred the following:

1. Com. No. 16-12-13 from Neal Neese stating his concerns regarding the unsafe conditions at S. 18<sup>th</sup> St. between Washington Ave. and Camelot Blvd.;
2. R. O. No. 12-13-14 by the City Clerk submitting a communication from the Director of the Salvation Army Day Care Center requesting adding school zone signs on N. 13<sup>th</sup> St. near their facility so that a safe speed limit can be enforced when children are present;
3. R. O. No. 13-13-14 by the City Clerk submitting a communication from the Principal of Jefferson Elementary School requesting 15<sup>th</sup> and 16<sup>th</sup> Sts. near the school allow parking effective 8/1/13 as there is a projected increase in enrollment at that building for the next school year;
4. R. O. No. 337-12-13 by the City Clerk submitting a communication from Depot Auto Service and Towing Co., Inc., requesting that the City use a "rotation system" using a list of towing companies within the jurisdiction of the governing law enforcement agency; and

5. R. C. No. 13-13-14 by Public Works and R. O. No. 341-12-13 by the City Clerk submitting a communication from Alderperson Matichek stating that a citizen;

recommends that the documents be placed on file.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

I

3.2

Com. No. 16 - 12 - 13. February 18, 2013.

Submitting a communication from Neal Neese stating his concerns regarding the unsafe conditions at S. 18<sup>th</sup> St. between Washington Ave. and Camelot Blvd.

Presented to the Common Council by Alderperson

Susan J. Lessard  
Lessard

pp/s  
file

Wednesday, February 6, 2013

To: Public Safety and Protection:

Since late fall 2011 with the "reopening" of South 18<sup>th</sup> Street between Washington Avenue and Camelot Blvd., there have been at least 6 accidents. Some have been reported and some have not been reported, with one accident leaving someone seriously injured.

Something needs to be done!!! Since South 18<sup>th</sup> Street has opened through to Sunnyside years ago, South 18<sup>th</sup> Street has become a SPEEDWAY!! It is especially bad when people are traveling south on 18<sup>th</sup> Street. People come speeding over the railroad tracks and this is where trouble starts. With the tracks now more elevated and with the curve in the road to the right and then to the left before Greenfield Ave., South 18<sup>th</sup> Street has become very dangerous, especially since the road is much more narrow. I refuse to park my vehicles any longer on the Westside of the street. I have had one car totaled and would have had another totaled if I had not been parked in the driveway when a young man came flying south down 18<sup>th</sup> Street. There have been many more near "accidents" aside from these two.

Something needs to be done!!! Stop signs at the railroad tracks, speed bumps, more police presence. Why must we wait until more damage is down to our homes, or worse yet someone gets killed.

Sincerely,

Neal Neese  
3616 S. 18<sup>th</sup> Street  
920-452-6187

II

4.1

R. O. No. 12 - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting a communication from Terri Schultz, Director of the Salvation Army Day Care Center, requesting adding school zone signs on N. 13<sup>th</sup> St. near their facility so that a safe speed limit can be enforced when children are present.

~~PP-5~~  
file

*Susan Richards*  
\_\_\_\_\_  
City Clerk

General Linda Bond  
International Leader

Paul R. Seiler  
Territorial Commander

Robert E. Thomson, Major  
Divisional Commander

Daryl and Cherie Mangeri, Lieutenants  
Sheboygan Corps Officers



DOING THE  
MOST GOOD™

Founded in 1865 by William and Catherine Booth

Sheboygan Area Corps

P.O. Box 1207

Sheboygan, WI 53082-1207

920.458.3723

Fax 920.458.5140

APR 17 '13 PM 5:15

April 17, 2013

City of Sheboygan Common Council  
c/o City Clerk Sue Richards  
828 Center Avenue  
Sheboygan, WI 53081

Dear Sheboygan Common Council:

My name is Terri Schultz and I am the Daycare Director at The Salvation Army Daycare. Our daycare is located at 1125 N. 13<sup>th</sup>. Across the street from us is Sheboygan Leadership Academy. Daily I watch vehicles drive down 13<sup>th</sup> street at excessive speeds. I am concerned about the children and the families of both our daycare and the Leadership Academy.

I request adding school zone signs on North 13<sup>th</sup> Street near our facilities so that a safe speed limit can be enforced when children are present.

Your support would be appreciated and I am willing help in any way to keep our children safe.

Many Blessings,

Terri L. Schultz  
Director of the Salvation Army Day Care Center

*"Have you remembered The Salvation Army in your will?"*

Donations by phone 1.800.SALARMY or internet [www.sasheboygan.org](http://www.sasheboygan.org)

A United Way Member Agency

II

4.2

R. O. No. 13 - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting a communication from Bill Klein, Principal of Jefferson Elementary School, requesting 15<sup>th</sup> St. and 16<sup>th</sup> St. near Jefferson Elementary School allow parking effective August 1, 2013 as there is a projected increase in enrollment at that building for the 2013-2014 school year.

PPS  
file

*Susan Richards*  
\_\_\_\_\_  
City Clerk

19.4

III

19.4  
19.4

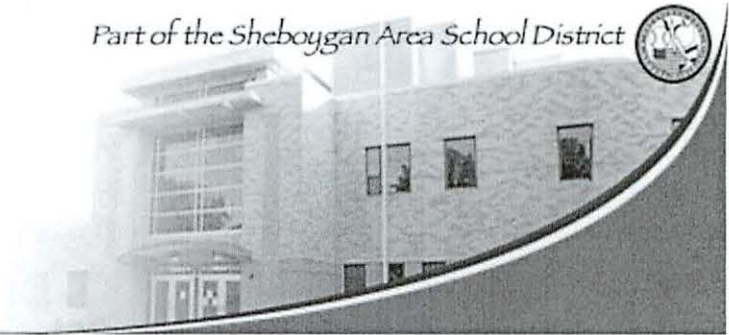


# JEFFERSON ELEMENTARY SCHOOL

1538 North 15th Street  
Sheboygan, WI 53081  
(920) 459-3620

*Reading Leads to Success*

Part of the Sheboygan Area School District



APR 24 '13 AM 11:36

To: Public Protection Committee, Sue Richards  
From: Bill Klein, Jefferson School Principal   
Date: April 23, 2013  
Re: Parking on 15<sup>th</sup> and 16<sup>th</sup> Street

I am requesting 15<sup>th</sup> and 16<sup>th</sup> Street near Jefferson Elementary School allow parking effective August 1, 2013. This will allow more parking for the projected increase in enrollment at our building for the 2013-2014 school year. If you have any questions regarding this request please contact me at 459-3621 or [bklein@sheboygan.k12.wi.us](mailto:bklein@sheboygan.k12.wi.us). Thank you for your cooperation.



II

4.1

R. O. No. 337-12-13. By CITY CLERK. April 15, 2013.

Submitting a communication from Depot Auto Service & Towing Co., Inc., requesting that the City use a "rotation system" using a list of towing companies within the jurisdiction of the governing law enforcement agency.

PP+S  
new C.C.  
file

Susan Richards  
City Clerk

February 3, 2013

Alderman Don Hammond  
4819 Ferndale Court  
Sheboygan, WI 53081

*Re: City of Sheboygan Towing Contract*

Dear Alderman Hammond:

It's hard to believe but the time to talk about the towing contract for the City of Sheboygan has arrived again. As towing companies, we hope that the process goes smoother and quicker this time just as much as the committee members do I'm sure.

The last time we all got together and talked about the contract, Bret from Bret's Towing brought up the idea of switching the "Private Party" towing to a rotation system. The Rotation system would allow all towing companies that meet the predetermined qualifications set forth by the Police Department and agreed upon by the Public Protection & Safety Committee, to be on a list that would "rotate". This means that if a person was either involved in an auto accident or if their vehicle breaks down and it is impeding traffic to the point that it must be towed then whichever company comes up next on the rotating list would be dispatched to remove the vehicle. This system is in place at the Sheriff's Department and has worked successfully for many years and we believe it can work for the city too.

I am sure you will have many questions. Therefore, I have enclosed a proposal that should answer most, if not all, of your concerns or questions. If you have any questions that I have not covered please call or email me. Collectively we as towing companies believe that this system is better for the City, the Police Department and the businesses that are struggling to survive this tough economy. As towers we are committed to high quality service as can be seen in the large investment that we have all made in our equipment and staffing.

Sincerely,



Calvin Kesweder

Depot Auto Service & Towing Co., Inc.  
1131 Pennsylvania Avenue  
Sheboygan, WI 53081  
Cell: 920-980-8222  
Email: Calvin\_Kesweder@yahoo.com

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

Continuity of Care Plan for the patient.

# Proposal of Towing Rotation

Currently the City of Sheboygan operates on a FULL contract for towing services

What does this include?

- *Police vehicles*
- *Privately owned vehicles that are being impounded for evidentiary purposes*
- *Abandoned vehicles*
- *Snow emergency*
- *Private party tows (disabled vehicles and those involved in a collision)*

Who pays for towing?

- Police vehicles and evidentiary vehicles are paid for by the City of Sheboygan
- All other tows are paid for by the vehicle's owner

How much does towing cost?

- Under the current contract tows paid for by the City of Sheboygan cost \$24
- All private party tows cost the vehicles owner
  - \$34 Mon-Fri 7:00 am – 7:00 pm
  - \$54 Mon-Fri 7:00 pm – 7:00 am and all day Sat & Sun

What is a "Rotation List"?

- A "Rotation List" is simply a list of towing companies within the jurisdiction of the governing law enforcement agency. When a call comes in for any ***Private Party*** tow that is generated through the direct contact of the law enforcement agency, the owner of the vehicle should be asked if they have a preference in towing companies. This allows the vehicle owner to choose a company that they are familiar with and would prefer to have tow their car. If the individual has no preference then the "Next On The List" tow company gets called to tow the vehicle.

Who uses a Rotation?

- Many law enforcement agencies throughout Wisconsin use a rotation list including Sheboygan County Sheriff's Department

Why should the City of Sheboygan consider switching to a rotation?

... ..

- ... ..
- ... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

- By using a rotation list the Police Department increases the number of tow trucks available to it. Instead of having 4 or 5 trucks available it can have upwards of 20.
- Instead of just one company monopolizing all the business generated by the Police Department's requests, several companies can generate revenue.

Has the City of Sheboygan ever used a "Rotation List" before?

- Yes. The rotation list was how tow trucks were called in Sheboygan up until about 20 years ago.

Why did Sheboygan drop the Rotation List?

- There are several reasons for this and the answers vary based on who you ask. Most notably was the fact that the "List" was kept in a notebook and there was great opportunity for human error. The dispatcher would lose track of who they called last, but the towing companies knew full well who was up next and this would create much tension on the scene as competing companies would get into heated battles over whose turn it was.
- The level of professionalism then was nothing like it is today. There were numerous individuals who owned 1 truck which was in a sad state of disrepair or the operator was unprofessional to say the least. There were even reports of operators arriving on scene intoxicated.
- In the past there were no real deadlines for a wrecker to arrive and officers would often be forced to sit and wait for inordinate amounts of time.
- As traffic volume increased the need to change was clear. Along came the "Contract" which guaranteed the Police Department that there would be someone on scene in a short period of time that would be professional while using modern equipment. If the contractor didn't perform as agreed upon in the contract they could simply be fired and the Police Department could move on to the next qualified company.
- Having to keep track of several companies and follow a list created more work for the dispatchers.

Would the problems that existed before the "Contract" reappear with a "Rotation" again?

- "The List" - In the past the list was kept on nothing more than a notebook and mistakes were common, however now everything is done on computers. This means that the human error element has been removed and therefore there should no longer be disputes between companies regarding "whose tow this is".
- "Unprofessionalism" - Gone too are the days of an individual owning 1 truck and making a living at towing. The towing industry has become quite competitive forcing

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

Why do the following companies have a "Rotation" in their names?

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

owners to spend between \$50,000 and \$100,000 per truck. Each company in the city of Sheboygan owns at least 3 or more of these. Over time, the towing companies in Sheboygan have not only invested great sums of money in equipment, they have also invested in quality employees. Those who work during the day and just as importantly those who are assigned to take a truck home when they are "On Call" know the penalties for operating unprofessionally in any way.

- "Deadlines" - Because towing is so competitive, everyone knows that if you don't arrive in a timely manner you will most likely lose the job to another company. People have become accustomed to tow trucks arriving faster than a pizza. As with a contract system, a rotation system would have criteria including a "time of response".
- "More Work For Dispatchers" – Today's dispatchers use the most sophisticated computer software available. The new program used by the Sheboygan Police Department is called Spillman and it has a built-in system for "Rotation Lists". Once the company names and phone numbers are entered, the system automatically dials the appropriate company, hence the human error element is eliminated. Now that Combined Dispatch is going to be a reality, all dispatchers including SPD & SFD dispatchers will be required to know how to use this feature so as to work with their counterparts at the Sheriff's Department. Therefore no added expenses should be incurred for training.

Why do the towing companies want a "Rotation List" now after all these years?

- As mentioned previously there is much more competition in towing than there was 20 years ago and the contracted rates have been pushed so low that there is very little profit to be made. The current rate of \$34 is what was typical of towing rates in the 1970's. With truck prices so high and Diesel well over \$4.00/gal, insurance and payroll costs skyrocketing, it is very difficult to make ends meet while charging rates from 35 years ago. Typical towing rates today are closer to \$60 for an average tow. To put things in perspective, the Sheboygan Fire Department charges \$75 per bag of "Floor Dry", an oil absorbent material. It's hard to understand why they can make more money by putting cat litter on the ground than the towing companies can to remove the entire vehicle.
- With four companies located in Sheboygan, the city stands to have better coverage and those companies will split the call volume. This means that each company will get ¼ of the work but can make a realistic profit on each job.

The "Contract" allowed the City to control the prices charged both to the City but also the public. How can the City protect its residents from gouging?

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

...the ... of ...  
...the ... of ...  
...the ... of ...  
...the ... of ...

- Each company can provide a price list of services. There are occasions where a call may be out of the ordinary and may require extra time, equipment, or personnel. On these occasions when the service fees would exceed the base amount the company can make a request to the On Duty Supervisor for additional charges. Although each company's prices may vary somewhat, they should all be relatively close as they are now.

What is covered under the "Rotation List"?

- All "Private Party" tows would qualify for the Rotation.

What is covered by the "Contract"?

- All Police Vehicles, Evidentiary Vehicles, Abandoned Vehicles and Snow Emergency Vehicles

How can the City of Sheboygan trust that all towing companies will cooperate with a Rotation List?

- All towing companies that meet the qualifications that are agreed upon between the SPD and the Public Protection & Safety Committee will sign an agreement that will hold them accountable. All companies that join the Rotation List will have to uphold the requirements of the Rotation or face the possibility of being removed from the list either temporarily or permanently.

17  
The first part of the document is a letter from the  
author to the editor of the journal. The letter  
discusses the author's interest in the subject  
of the article and the reasons for writing it.

The second part of the document is a list of  
references. The references are arranged in  
alphabetical order of the author's name.

The third part of the document is the main  
text of the article. The article is divided  
into several sections. The first section  
introduces the topic and states the author's  
purpose. The second section discusses the  
background of the topic. The third section  
presents the author's findings and conclusions.

The fourth part of the document is a list of  
references. The references are arranged in  
alphabetical order of the author's name.

**VI**

6.2

R. C. No. 13-13-14. By PUBLIC WORKS. May 6, 2013.

Your Committee to whom was referred R. O. No. 341-12-13 by the City Clerk submitting a communication from Alderperson Matichek stating that he had a citizen request a street light to be installed on a wooden pole off the alley at 513 S. 14<sup>th</sup> St. for safety reasons; recommends that the document be referred to Public Protection and Safety.

*PP&S  
file*

*[Signature]*  
James A. Bohra  
Mark Hermann

*[Signature]*  
John Berg

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.3

R. O. No. 341-12-13. By CITY CLERK. April 15, 2013.

Submitting a communication from Alderperson Matichek stating that he had a citizen request a street light to be installed on a wooden pole off the alley at 513 S. 14<sup>th</sup> St. for safety reasons.

PW  
new C.C.  
refer to P.P.S.

Susan Richards  
City Clerk

Citizen: Daniel Franco (920) 45<sup>?</sup> - 4040  
517 S. 14th

8.5



the

the first world

the first world  
the first world

## **Richards, Sue**

---

**From:** Richards, Sue  
**Sent:** Monday, April 08, 2013 12:30 PM  
**To:** Alderperson Kevin Matichek  
**Subject:** RE: Street lights

Kevin -

It would be very helpful to the Committee and to keep track of what happens with this request if the citizen could please drop me a note/email/or at least a name and address so that the committee can call him/her into to the next meeting to discuss their concerns.

Susan Richards  
City Clerk  
City of Sheboygan  
828 Center Ave.  
920-459-3364  
[srichards@ci.sheboygan.wi.us](mailto:srichards@ci.sheboygan.wi.us)

-----Original Message-----

**From:** Alderperson Kevin Matichek  
**Sent:** Saturday, April 06, 2013 3:23 PM  
**To:** Richards, Sue  
**Subject:** Street lights

Good afternoon,

I had a citizen request a street light to be installed on a wooden poll off a alley. Concerns regarding crime and public safety. I have attracted a picture of the alley and location of the polls. Could you please summit to public works?

Thank you for your time,  
Ald. MatiChek

Directions



Sheboygan, WI, United States



sylvania Ave

Pennsylvania Ave

42

S 13th St

Jefferson Ave

Jefferson Ave

 **Dropped Pin**  
513 S 14th St, Sheboygan, WI 53081, United States



**VII**

R. C. No. \_\_\_\_\_ - 13 - 14. By LAW AND LICENSING. May 20, 2013.

Your Committee to whom was referred R. C. No. 5-13-14 by Law and Licensing pursuant to R. C. No. 479-12-13 and R. O. No. 303-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #5729 be granted contingent on the application being corrected and a warning to include all violations on future applications.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee.

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VII**

6.4

R. C. No. 5 - 13 - 14. By LAW AND LICENSING. May 6, 2013.

Your Committee to whom was referred, pursuant to R. C. No. 479-13-13 and R. O. No. 303-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #5729 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity and her failure to cooperate with the Committee.

*Law & Lic  
5/20/13- grant lic contingent  
on application being corrected  
& warning to include all violations  
on future apps.*

John Vandeville  
Susan J. Gussard  
Scott Lowenthal  
[Signature]

[Signature]  
Committee.

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

**VII**

R. C. No. \_\_\_\_\_ - 13 - 14. By LAW AND LICENSING. May 20, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 336-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9927	Ramirez, Maria I.	1411 N. 4 <sup>th</sup> St.
9924	Rost, Joseph W.	1316 Center Ave.
8945	Vreeke, Erin M.	531 S. 8 <sup>th</sup> St., #206

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9925	Tyler, Susan K.	1338 Lenz Ct.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Committee.

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VII

R. C. No.     - 13 - 14. By LAW AND LICENSING. May 20, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 10-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following license be granted:

"CLASS A" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi #94	919 S. Taylor Dr.
2821	Festival Foods	595 S. Taylor Dr.
2518	Pick N Save #6432	1317 N. 25 <sup>th</sup> St.
2825	Pick N Save #6433	2625 S. Business Dr.
2702	Tietzs Piggly Wiggly	2905 N. 15 <sup>th</sup> St.

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1193	Kwik Trip #361	1618 Calumet Dr.
1998	Kwik Trip #780	2622 S. Business Dr.
2920	Kwik Trip #873	625 s. Taylor Dr.
2763	Kwik Trip #897	2033 North Ave.
2519	Northside Clark	2709 N. 15 <sup>th</sup> St.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> St.
1040	Brennans On Michigan	1101 Michigan Ave.
1511	Dennys Bar	2140 Calumet Dr.
1525	Fountain Park Lounge	922 N. 8 <sup>th</sup> St.
1119	Four Of A Kind	811 Indiana Ave.
2192	Harrys Diner	2504 Calumet Dr.
2949	Harrys Prohibition Bistro	668 South Pier Dr.
2962	Night Moves II	1210 Michigan Ave.
2272	PJ's Party Zone	910 N. 18 <sup>th</sup> St.
1229	Sheboygan Moose Lodge #438	1811 Georgia Ave.
2717	Shevegas Nightclub	1133 Michigan Ave.
2899	Zodiak	2518 N. 15 <sup>th</sup> St.

CLASS "B" FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1986	Pizza Hut #13440	1107 N. 14 <sup>th</sup> St.
1987	Pizza Hut #13462	2727 S. Business Dr.
1328	Sheboygan Athletic Club	2338 New Jersey Ave.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

CLASS "C" WINE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee.

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

# VII

R. C. No.       - 13 - 14. By LAW AND LICENSING. May 20, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 11-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following license be granted:

## CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	JMKAC	608 New York Ave. - one-day events to be held 6/20/13 & 8/15/13 to include northwest side of building & Festival Greens.
1337	Sheboygan Elk's Lodge	1943 Erie Ave. - one-day events to be held 6/29/13, 7/26/13 & 8/18/13 to include the area south of the building & all the grassy area.

## SIDEWALK CAFÉ LICENSE (April 14, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>TH</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> St. (change from last year)
2427	Urbane	1231 N. 8 <sup>th</sup> St.
2604	Z Spot	1024 Indiana Ave.

## BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1530	Hoppert, Laurie A.	2510 S. 18 <sup>th</sup> St.
9937	Jacobs, Anne M.	4239 Pleasant View Ct.
9943	Kroening, Sheena M.	2308 Park Pl., Apt. B
2932	Ninmer, Jennifer L.	12024 Point Creek Rd., Newton
9936	Potter, John D.	221 Buffalo St., Spt. #104
9935	Rautmann, Carley M.	2309A Kroos Ct.
9945	Schultz, Matthew A.	W7143 Cty Rd., B., Cascade
7917	Schultz, Victoria A.	2234 S. 12 <sup>th</sup> St.
9944	Tomsa, Nicolae	845 N. 6 <sup>th</sup> St.
9942	Vang, Pavoua	3118 S. 17 <sup>th</sup> St.
9939	Villa-Rivera, Jose E.	624 10 <sup>th</sup> St., Kiel

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9938	Starkey, Paul D.	1423 Michigan Ave.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee.

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

# VII

R. C. No. \_\_\_\_\_ - 13 - 14. By FINANCE. May 20, 2013.

Your Committee to whom was referred the following:

1. R. O. No. 9-13-14 by the Purchasing Agent submitting bids for Improvements in the drying of Biosolids at the City of Sheboygan Regional Wastewater Treatment Facility; and
2. Res. No. 5-13-14 by Alderperson Hammond authorizing entering into contract for Biosolids Dewatering and Drying Improvements for the City of Sheboygan Regional Wastewater Treatment Facility;

recommends that the documents be placed on file as Public Works is passing a Substitute Resolution this evening.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

5.5

Res. No. 5 - 13 - 14. By Alderperson Hammond. May 6, 2013.

A RESOLUTION authorizing the Purchasing Agent and/or appropriate City Officials to enter into a contract for Biosolids Dewatering and Drying Improvements for the City of Sheboygan Regional Wastewater Treatment Facility.

WHEREAS; with the addition of specific equipment the Treatment Facility will significantly improve its ability to dry Biosolids and allow for their use as a natural organic fertilizer that is safe to use and;

WHEREAS; the City Of Sheboygan recently solicited competitive bids for these improvements as specified by the Engineering Firm of Donohue and Associates, who under contract with the City performed the design, engineering and specifications for said work and;

WHEREAS; the competitive sealed bids received by the City of Sheboygan were reviewed by both the Firm of Donohue and Associates and the Wastewater Treatment Plant Superintendent and Staff, with the low bid submitted by August Winter & Sons Inc. of Appleton, WI having been determined to meet or exceed all requirements of the specification and;

WHEREAS; the recommendation of the engineer is to accept the base bid plus alternate bids # 1, 2 & 3 and this recommendation is acceptable to the City.

*Finance*  
or  
*Pub. Wks.* Approve

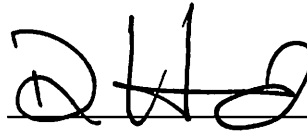
13

13

13

RESOLVED: That the Purchasing Agent or appropriate City Official is hereby authorized to enter into contract with the J.F Ahern Company of Fond Du Lac WI, in the amount of \$7,916,417.00 for improvements to the bio solids drying processes at the Regional Wastewater Treatment Facility.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the proper accounts ad determined by the City Treasurer utilizing funding provided to the City under the Clean Water Fund loan program in payment of same.



A handwritten signature in black ink, appearing to be 'D.H.D.', is written above a horizontal line.

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.4

R. O. No. 9 - 13 - 14. By PURCHASING AGENT. May 6, 2013.

Submitting a tabulation of Bids #1869-09 received on April 29, 2013 for Improvements in the drying of Biosolids at the City of Sheboygan Regional Wastewater Treatment Facility.

<u>BIDDER</u>	<u>BASE BID PLUS ALTERNATE #1-#3</u>
AUGUST WINTER & SONS	\$7,916,417.00
J.F AHERN	\$8,072,900.00

The low bid BASE bid plus Alternates #1,2 & 3 submitted by August Winter & Sons, Inc. has been determined to meet all of the requirements and is recommended for contract award.

It is further important to note that the above amounts include the assumption of a previously signed contract for machinery acquisition in the amount of \$ 2,799,417.00.

The funding instrument for this contract will be a loan through the Clean Water Fund.

Respectfully submitted,

*Bernard R. Rammer*  
Bernard R. Rammer

*Finances  
&  
Pub Works File*

VIII

R. C. No. \_\_\_\_\_ - 13 - 14. By FINANCE. May 20, 2013.

Your Committee to whom was referred a copy of Res. No. 182-12-13 by Alderperson Hammond authorizing executing the First Amendment to Lease Agreement between the City of Sheboygan and Nemschoff Chairs, Inc., to include additional City-owned land; recommends that the Resolution be passed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

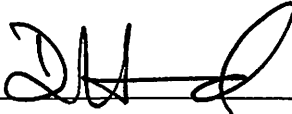
# III

5.3

Res. No. <sup>12-13</sup> ~~182-18-14~~ By Alderperson Hammond. April 16, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the First Amendment to Lease Agreement between the City of Sheboygan and Nemschoff Chairs, Inc. to include additional City-owned land.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the First Amendment to Lease Agreement between the City of Sheboygan and Nemschoff Chairs, Inc. in form substantially similar to the attached.

  
\_\_\_\_\_

*City Plan*  
*Finance*  
*new C.C.*  
*approve.*

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN  
THE CITY OF SHEBOYGAN AND NEMSCHOFF CHAIRS, INC.**

This First Amendment is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Sheboygan, Wisconsin, a Wisconsin municipal corporation (the "City"), and Nemschoff Chairs, Inc., a Wisconsin corporation ("Nemschoff"), (collectively, the "Parties").

**RECITALS**

- A. The Parties entered into a Lease Agreement dated as of the 1st day of January 1984 (the "Original Lease Agreement") with respect to certain lands described therein.
- B. Nemschoff has asked the City to amend the Original Lease Agreement so as to include additional City-owned land within its coverage and the City is willing to do so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Original Lease Agreement as follows:

- 1. The leased premises is amended as described on "New Exhibit A" and shown outlined in red on the print marked "New Exhibit B" (the "Property"), both of which exhibits are attached hereto and by this reference incorporated herein for all purposes as if herein set forth at length.
- 2. This First Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to leases made and wholly performed within such state.
- 3. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.
- 4. No Other Changes. Except as otherwise specifically set forth herein, all other terms and conditions of the Original Lease Agreement remain unmodified and in full force and effect.

RETURN TO:

City Attorney Stephen G. McLean  
828 Center Ave., Suite 304  
Sheboygan, WI 53081-4442

59281-\_\_\_\_\_

Parcel Ident. No.



**NEW EXHIBIT A**

Legal Description for Lease Agreement Between  
the City of Sheboygan and Nemschoff Chairs, Inc.

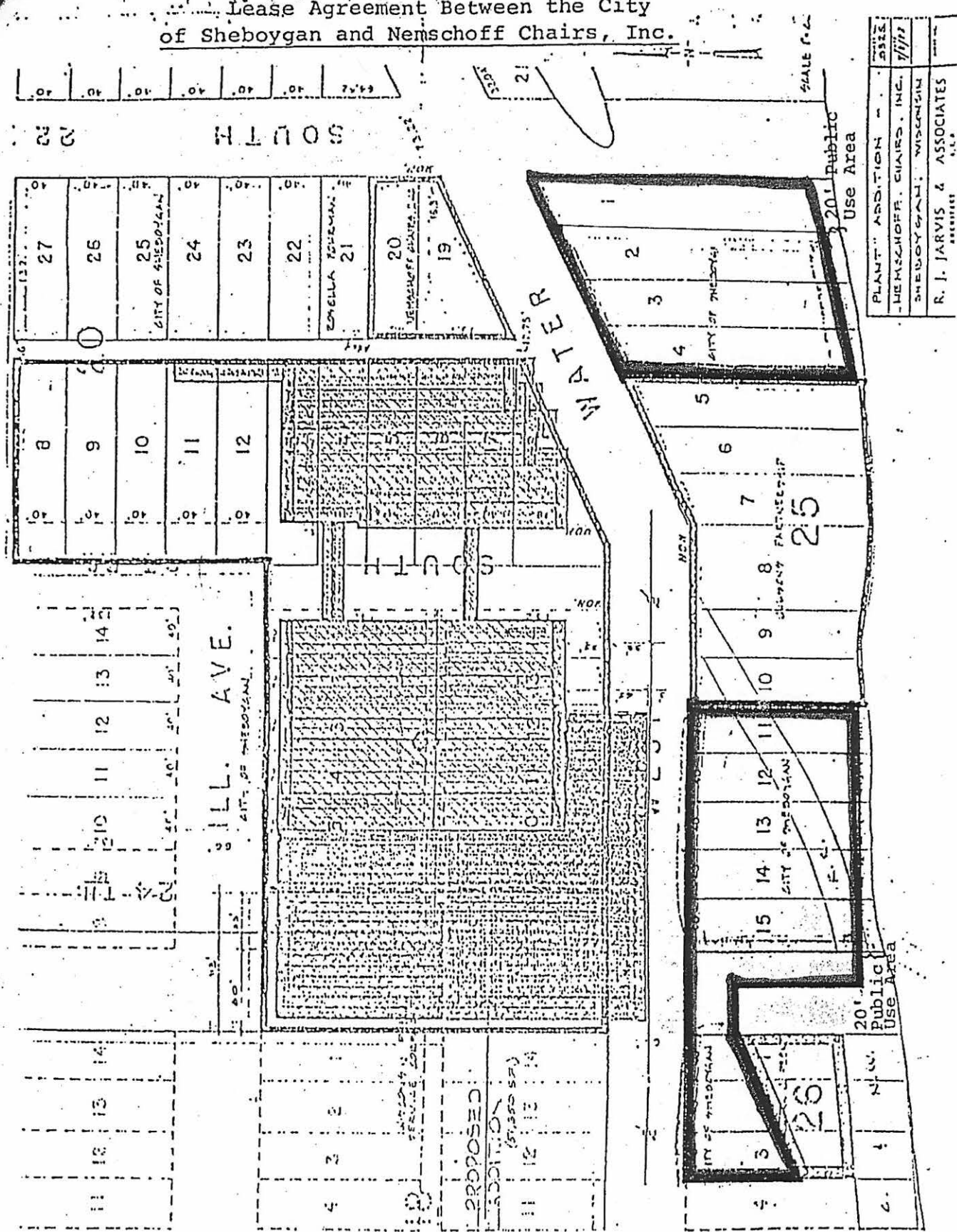
All of the City-owned parts of: Lots Two (2), Three (3), Four (4), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) in Block Twenty-five (25), and Lots One (1), Two (2), and Three (3) in Block Twenty-six (26), in Lyman's Addition to the City of Sheboygan, according to the recorded plat thereof, excepting Twenty (20') feet immediately adjacent to the water's edge of the Sheboygan River as to those lots in which the City's ownership abuts the Sheboygan River.

AND

All of Lot One (1) in Block Twenty-five (25), in Lyman's Addition to the City of Sheboygan, according to the recorded plat thereof, excepting Twenty (20') feet immediately adjacent to the water's edge of the Sheboygan River. (Tax Parcel No. 59281210490.)

NEW EXHIBIT B

Lease Agreement Between the City of Sheboygan and Nemschoff Chairs, Inc.



PLANT ADDITION - 2015	DATE
NEMSCHOFF CHAIRS, INC.	1/1/12
SHEBOYGAN, WISCONSIN	
R. J. JARVIS & ASSOCIATES	
ARCHITECT	



R. C. No. \_\_\_\_\_ - 13 - 14. By FINANCE. May 20, 2013.

Your Committee to whom was referred the following:

1. R. O. No. 335-13-14 by the Purchasing Agent submitting bids for the provision and installation of a masonry based monument style sign with lighting and an electronic message board at the northwest corner of Fountain Park; and
2. Res. No. 184-13-14 by Alderperson Heidemann authorizing entering into contract for the purchase and installation of a lighted monument sign with electronic message board to be located at the northwest corner of Fountain Park;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

5.2

Res. No. 184 - 12 - 13. By Alderperson Heidemann. April 15, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase and installation of a lighted monument sign with electronic message board to be located at the northwest corner of Fountain Park.

WHEREAS: There is no sign to identify Fountain Park on the west side along North 9<sup>th</sup> Street and;

WHEREAS: Usage of the park for special events has risen in the past few years and the park is a beautiful feature located at the eastern edge of the Erie Avenue "Gateway" neighborhood and;

WHEREAS; The addition of a lighted monument style sign with electronic message center will allow for the city to properly identify the park and raise public awareness of events to be held in the park, promoting community involvement and;

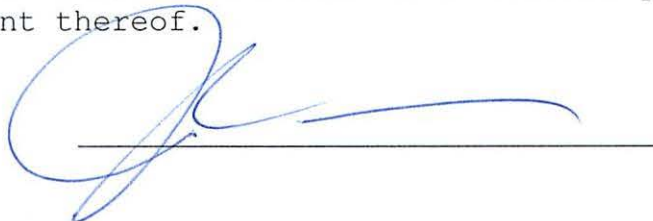
WHEREAS; There are available funds for a sign within the 2012 Federal Community Development Block Grant (CDBG) program and;

WHEREAS; The City has received and reviewed competitive bids for the sign under Request For Bids #1708-13 and has determined that the low bid meets or exceeds all specifications;

~~Finance~~  
~~new CC~~  
Approve

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Klunck Masonry Inc. of Sheboygan for the installation of a masonry base monument sign with electronic message center as bid at a cost of \$16,600.00 of which 100% is funded by the CDBG.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from Account 21261100-6311100 2012 Community Development Block Grant funding, in payment thereof.



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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.7

R. O. No. 335 - 12 - 13. By PURCHASING AGENT. April 15, 2013.

Submitting a tabulation of bids for the provision and installation of masonry based monument style sign with lighting and an electronic message board at the northwest corner of Fountain Park.

Request for Bids number 1708-13 was issued and two bids were received as follows:

Klunck Masonry Inc. / RLO Sign.....\$ 16,600.00

Marshall Sign Inc.....\$ 17,300.00

Upon review of the bids it has been determined that the bid submitted by Klunck Masonry Inc. meets or exceeds all of the specifications and thus I am hereby recommending award to Klunck Masonry Inc.

The sign will feature a backlit Fountain Park sign and an electronic message center (amber) including time and temperature.

This project is funded in its entirety utilizing 2012 Community Development Block Grant funding.

Respectfully submitted,

Bernard R. Rammer  
Purchasing Agent

*Finance & Historic Preservation*  
*new C.C.*  
*As + File*

# VIII

R. C. No. \_\_\_\_\_ - 13 - 14. By FINANCE. May 20, 2013.

Your Committee to whom was referred Res. No. 3-13-14 by Alderperson Hammond authorizing entering into an agreement with the Sigma Group to conduct engineered cap and seawall inspection activities for the South Pier District and waiving the competitive bid process; recommends that the Resolution be passed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

III

5.2

Res. No. 3 - 13 - 14 . By Alderperson Hammond. May 6, 2013.

A RESOLUTION authorizing entering into an agreement with the Sigma Group to conduct engineered cap and seawall inspection activities for the South Pier District and waiving the competitive bid process.

WHEREAS: under the case closure letters from the Wisconsin Department of Natural Resources, a yearly engineered barrier inspection shall be completed and every five years the seawall shall be inspected utilizing underwater inspections;

WHEREAS: the Sigma Group was the original environmental consultant that the City contracted with for the redevelopment of the former C. Reiss Coal Properties and has substantial knowledge of the area.

RESOLVED: That the appropriate City officials are hereby authorized and directed to enter into contract with the Sigma Group for \$24,000 to complete the inspections as required by the Wisconsin DNR;

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is authorized to draw from the Boat Facilities Fund, Account Number 61137110-524110 for payment thereof.

  
\_\_\_\_\_

*Finance  
approve*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

April 12, 2013

Sigma Reference # 13931

Mr. Chad Pelishek  
City of Sheboygan  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081

**Subject: Proposal for Engineered Cap & Seawall Inspections for South Pier District  
Former C. Reiss Coal Co. Properties #1 & #2 and Former Bulge Property  
Sheboygan, WI**

Dear Mr. Pelishek:

The Sigma Group (Sigma) is pleased to provide this proposal to conduct engineered cap and seawall inspection activities for the above-referenced project. The inspection work is predicated upon the case closure letters issued by the Wisconsin Department of Natural Resources (WDNR):

- "Final Case Closure with Land Use Limitations or Conditions, Former C. Reiss Coal Co./Sheboygan Lakefront Property, Property #1, 1011 S. 8<sup>th</sup> St. and Property #2, 820 Indiana Ave., Sheboygan, WI" letter by WDNR (dated February 12, 2009), which references the following plans prepared by Sigma on behalf of the City of Sheboygan:
  - "Engineered Barrier Maintenance Plan, Former C. Reiss Coal Company Properties #1 and #2, Harbor Centre South Pier District, 1011 S. 8<sup>th</sup> Street & 820 Indiana Avenue, Sheboygan, Wisconsin 53081" (February 2009)
  - "Seawall Maintenance Plan, Former C. Reiss Coal Company Property #1, Harbor Centre South Pier District, 1011 S. 8<sup>th</sup> Street, Sheboygan, Wisconsin 53081" (October 2008)
- "Final Case Closure for Sheboygan Lakeshore - Bulge Property located at East of former Fisherman's Road, Sheboygan, WI" letter by WDNR (dated May 17, 2010), which was based upon a closure request that included the following plan prepared by Sigma on behalf of the City of Sheboygan:
  - "Cap Maintenance Plan, Harbor Centre South Pier District, Sheboygan Lakefront - Bulge Property, East of Former Fisherman's Road, Sheboygan, Wisconsin 53081" (March 2010)

**SCOPE OF WORK**

Sigma proposes to perform the following scope of work for the 2013 inspection services under the guidance and direction of one of Sigma's Professional Engineers licensed in Wisconsin:

- Cap inspections will be performed when the ground surface is free of visual impediments (e.g., snow, ice, etc.):
  - Visually inspect all surfaces paved with asphalt and concrete;
  - Visual inspect all landscaped surfaces for evidence of erosion, settlement, or other breaches;
  - Photo-document representative areas of the different engineered barriers;
  - Complete the inspection log page for each of the cap maintenance plans; and
  - Submit a letter report to the City of Sheboygan to document the findings, photographs, and inspection logs.
  
- Seawall inspections along the Sheboygan River (between the base of South Pier upriver to the 8<sup>th</sup> Street bridge) will be performed in cooperation with a marine contractor (McMullen & Pitz Construction Co.) at a time when weather/water conditions are calm:
  - Visually inspect the promenade walkway, concrete cap, and seawall above the river water line;
  - Perform an underwater inspection of the seawall on approximately 25-foot intervals (which may be adjusted to approximately 50-foot intervals if initial 25-foot interval observations are consistent), including depth to river sediment measurements (relative to the water surface), tapping the face of the sheet piles with a hammer to estimate the "soundness" of the steel, and any video documentation as allowed by water clarity;
  - Photo-document representative areas of the seawall from a barge in the river;
  - Complete the inspection log page from the seawall maintenance plan; and
  - Submit a letter report to the City of Sheboygan to document the findings, photographs, and inspection log.

**COST ESTIMATE**

Sigma's cost estimates for cap and seawall inspections are presented below:

- Day 1 - Cap & Above Water Wall Inspections
  - Sigma time & materials \$2,500
  - McMullen & Pitz mobilization of barge & equipment \$2,400
  - McMullen & Pitz barge & 1-man crew \$1,700
  
- Days 2, 3 & 4 - Underwater Inspections
  - Sigma time & materials \$4,500
  - McMullen & Pitz barge, 3-man dive crew & dive equipment \$11,400
  - McMullen & Pitz demobilization of barge & equipment Included
  
- Documentation & Project Management
  - Sigma time & materials \$1,500

**TOTAL TIME & MATERIALS ESTIMATE: \$24,000**

Sigma services will be invoiced on a time and materials basis and our estimates will not be exceeded without prior justification and authorization by the City of Sheboygan. The McMullen & Pitz costs are based on daily rates; it is estimated that 1 day of above water work and 3 days of dive work will be required to complete the seawall inspections. If more or less days are required, McMullen & Pitz's costs will be adjusted according to their daily rates in the attached proposal. In order to minimize project costs, it is assumed that Sigma will review McMullen & Pitz invoices but we will submit these separately to the City of Sheboygan for direct payment instead of running their invoices through our books. If this arrangement is not acceptable, Sigma will need to charge a 10% markup (\$1,550 based on the current estimates) for the subcontractor invoices.

#### **SCHEDULE & AUTHORIZATION**

Sigma will coordinate the field work at a time convenient with the City of Sheboygan, our staff, and McMullen & Pitz when weather and water conditions are calm. It is assumed that we will perform the work on successive days and multiple mobilizations/remobilizations of the barge/equipment are not needed. The letter reports will be provided within one to two weeks upon completion of the field work. As authorization to proceed, Sigma requests that the City of Sheboygan sign the enclosed Agreement and Work Authorization form.

We appreciate the opportunity to assist you with this project and to continue our relationship with the City of Sheboygan. If you have any questions regarding this proposal, please contact Sigma at (414) 643-4200.

Sincerely,

**THE SIGMA GROUP, INC.**



Adam J. Roder, P.E.  
Senior Engineer



Randy E. Boness, P.G.  
Geoscience Group Leader

Attachment

McMullen & Pitz Construction Co. Proposal  
Agreement & Work Authorization

# McMullen & Pitz CONSTRUCTION CO.

MARINE CONTRACTORS & ENGINEERS

17 MARITIME DRIVE  
P.O. BOX 8  
MANITOWOC, WI 54221-0008  
PHONE: (920) 682-0131  
FAX: (920) 682-1099



April 11, 2013

Mr. Adam J. Roder, P.E.  
The Sigma Group  
1300 W Canal Street  
Milwaukee, WI 53233

RE: Sheboygan South Pier – Seawall Inspection

Dear Adam,

Per your request, McMullen & Pitz Construction Company is providing the following proposal for your consideration. This proposal assumes all work by McMullen & Pitz Construction will be done under the direction of a representative from your firm. As discussed previously, it is difficult to estimate the amount of time that will be required to complete the inspection(s) due to poor visibility and the amount of "growth" on the sheet piling that would need to be removed prior to inspecting the sheet piles.

The Dive Inspection Rate includes:

- A qualified "hard-hat" type diver with communication and video capabilities
- A qualified tender to support the diver
- A floating platform with propulsion to support the dive team and equipment
- A qualified operator to perform movements of the floating platform
- Daily video documentation
- Ultrasonic thickness measuring devices to be provided by "others" if required

➤ Lump Sum Mobilization/Demobilization of Equipment.....	\$ 2,400.00
➤ Dive Inspection Daily Rate (8 hour day) .....	\$ 3,800.00 ←
3-man crew, barge, dive equipment	OR
➤ Visual Inspection Support (no diver) Daily Rate (8 hour day) .....	\$ 1,700.00 ↓
1-man crew, barge	

If you would like to proceed as quoted, please notify us at your earliest convenience. Thank you for allowing McMullen & Pitz Construction Company to quote on this project.

Sincerely,  
McMullen & Pitz Construction Company

  
\_\_\_\_\_  
Ted Jennejohn – Project Manger

**THE SIGMA GROUP, INC.  
SERVICES AGREEMENT**

Project Reference No. 13931

THIS AGREEMENT is entered into on this 12<sup>th</sup> day of April 2013 by and between The Sigma Group, Inc. (hereinafter called "Sigma") and City of Sheboygan (hereinafter called the "Client").

**W I T N E S S E T H:**

WHEREAS, Client desires that Sigma perform professional consulting services as described in this Agreement; and

WHEREAS, Sigma agrees to perform such services in accordance with the terms of this Agreement.

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

**1. Site.**

"Site" means the location on which the Services will be performed or to which they relate. The Site is defined in the Work Authorization, which is attached hereto as Exhibit A and is incorporated herein by this reference.

**2. Services.**

(a) Services. Services mean those services to be performed by Sigma pursuant to Agreement. The scope of the Services is set forth in the Work Authorization. Additional Work Authorizations may be issued pursuant to this Agreement if agreed to by the Parties. Under such circumstances, this Agreement shall be expressly incorporated by reference into each subsequent Work Authorization and the services pursuant to each Work Authorization shall be performed pursuant to this Agreement and the applicable Work Authorization. To the extent any term of this Agreement conflicts with a term of any Work Authorization, then the terms of this Agreement shall control.

(b) Standard of Care. Sigma shall exercise that degree of care, skill and judgment that is usually exercised by a professional person or firm in the performance of services similar to the Services at the same time, under similar circumstances and conditions and in the same or similar locality.

(c) Permits and Licenses. Except as required by the scope of Services, Client shall obtain all permits and licenses that are necessary for the performance of the Services. If the scope of Services includes Sigma obtaining on behalf of Client any such permits or licenses, then Client shall fully cooperate with Sigma in obtaining any such permits and licenses. Client shall pay all costs and fees required for such permits and licenses.

(d) Safety. Sigma is not responsible for safety precautions and programs at the Site except as it relates to the Services and then only to the extent of its own personnel.

(e) Regulatory Matters. Except as required by the scope of Services, Sigma will not meet or confer with any member of any federal, state or local regulatory agency concerning the Services without obtaining the prior consent of Client.

(f) Compliance with Law. Sigma shall substantially comply with all laws and regulations, which to its knowledge, information and belief; apply to its obligations under this Agreement. If any change in laws or regulations applicable to the Services after the execution of this Agreement results in a change in the scope of Services, then Client is responsible to Sigma for any increased cost or expense relating to the same.

(g) Warranty. Other than any express warranty contained in this Agreement, Sigma makes no warranty with respect to the Services. All other warranties, express or implied, are hereby disclaimed.

**3. Contract Time.**

Sigma shall commence and complete the Services within a reasonable time following the execution and delivery of this Agreement or at such later time as otherwise agreed to by the Parties in writing.

**4. Alterations of Instruments of Service.**

Client agrees that designs, plans, specifications, reports, and similar documents prepared by Consultant are instruments of professional service and, as such, no matter who owns or uses them, they may not under any circumstances be altered by any party except Consultant. Client warrants that Consultant's instruments of service will be used only and exactly as submitted by Consultant. Accordingly, Client shall waive any claim against Consultant, and shall, to the fullest extent permitted by law, indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from unauthorized alteration of Consultant's instruments of service by Client, its employees, agents and contractors. Client also shall compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim. Such compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

**5. Compensation and Payment.**

(a) Compensation. Client shall pay Sigma compensation for the Services. The compensation shall be based on a fixed fee, time and materials basis based on those rates contained in the Hourly Rate Fee Schedule, which, if applicable, is attached to the Work Authorization, or as otherwise agreed to by the Parties. The method for determining the amount of compensation is prescribed in the Work Authorization. Any proposed charges or time to complete the Services represents only an estimate of the possible charges and/or time required to perform the Services.

(b) Payments. Sigma shall submit progress invoices to Client on a monthly basis showing the Services performed during the invoice period and the charges therefore. Payments shall be due and owing upon Client's receipt of each invoice. Interest of 1% per month shall accrue on any invoice balance not paid within thirty (30) days when due. All payments received will first apply to accrued interest and then principal balances. Client shall be responsible to Sigma for any and all costs Sigma may incur in collecting any outstanding invoices or enforcing any term of this Agreement. Timely and full payments of invoices are of the essence of this Agreement.

**6. Change in Services.**

Any service performed by Sigma outside the scope of the Services shall constitute an additional service, which, unless otherwise agreed in writing, shall be performed on a time and materials basis. Client may request that Sigma perform services outside the scope of the Services by a written change order. The change order shall set forth the change in services, compensation for the change in services and an extension of time the Services.

**7. Site Access, Information and Conditions.**

(a) Site Access. Client shall provide Sigma and its consultants, contractors and agents with access to the Site, any facilities located on the Site and any adjacent lands thereto so that Sigma can properly and timely perform the Services. Client shall obtain, at its own expense, any and all permits, licenses, easements, rights-of-way, agreements and permission necessary for such access.

(b) Site and Other Information.

(i) Client represents and warrants that prior to the execution and delivery of this Agreement, Client has supplied to Sigma all information and documents in its possession, custody or control that are material to the Site or necessary for the proper and timely performance of the Services, including, but not limited to: surveys describing the physical characteristics and any legal limitations of the Site; a legal description of the Site; and reports, surveys, drawings or tests concerning the conditions of the Site, including the presence of Hazardous Waste, as defined herein, or the location of subterranean structures and conditions ("Site Information").

(ii) Client shall promptly supply to Sigma Site Information through the performance of the Services if such information or documents become known to Client. Client shall obtain, at its cost and expense, any Site Information as reasonably requested by Sigma if such Site Information is not required to be obtained by Sigma in the scope of Services.

(iii) Client shall give prompt notice to Sigma whenever it becomes aware of any development, event or condition that materially or adversely affects the Site or scope, timing or cost of the Services.

(iv) Client shall cooperate fully with Sigma in the performance of its Services. Client's obligations with respect to cooperation, compliance with laws and obtaining permits, licenses, access and Site Information are of the essence of this Agreement.

(c) Diggers Hotline. Sigma shall contact Digger's Hotline prior to any underground drilling, excavation or intrusion by Sigma. Sigma shall not be liable for damage or injury to any subterranean structures or conditions, or the consequences of such damage or injury, that were not identified by Digger's Hotline or the Client supplied information prescribed in subparagraph (b) above.

(d) Changed Conditions. The discovery of any hazardous or toxic substance, waste, material, pollutant or contaminant included under or regulated by Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or any other similar federal, state or local law, regulation or ordinance or that would pose a health, safety or environmental hazard ("Hazardous Waste"), concealed physical conditions or underground obstructions, conditions or utilities at or around the Site that were not brought to the attention of Sigma prior to the date of this Agreement, or any subsequently issued Work Authorization, will constitute a materially different site condition entitling Sigma, at its option, to terminate the Agreement (and to receive payment for all Services performed up to and including the date of such termination) or to receive an extension of time to complete the Services in a duration at least equal to the delay caused by such condition(s) and an adjustment in the compensation for the Services in an amount at least equal to the costs and expenses Sigma incurs because of such condition(s).

#### **8. Hazardous Materials.**

(a) Presence and Disposal of Contaminated Materials. Sigma is not responsible for Hazardous Wastes that may exist at the Site. Sigma assumes no possession or control for Hazardous Waste that may be present at the Site. Client acknowledges that Sigma has played no part in and assumes no responsibility for generation or creation of any Hazardous Waste that may exist at the Site. Nothing in this Agreement shall be construed or interpreted as requiring Sigma to assume the status of, and Client acknowledges that Sigma does not act in the capacity nor assume responsibilities of Client or others, as an owner, handler, generator, operator, transporter or arranger in the treatment, storage, disposal or transportation of any Hazardous Waste. Sigma shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated Hazardous Waste, whether directly or indirectly generated from Sigma's performance of the Services hereunder. Client shall be responsible for the disposal of any such waste materials and shall be the named party on any such waste manifests. Notwithstanding anything to the contrary in this Agreement, Client shall defend, indemnify and hold Sigma and its officers, directors, employees, agents, consultants, contractors, successors and assigns harmless from any and all claims arising out of or relating to the presence of Hazardous Wastes at the Site or the treatment, storage, transportation or disposition of the same.

(b) Samples. If samples collected by Sigma or received by Sigma on behalf of Client contain Hazardous Waste, Sigma shall, after testing and analysis, return the samples to Client for final disposal or treatment. Client shall complete all forms necessary and pay all costs for storage, transport and disposal or treatment of samples. Client acknowledges and agrees that Sigma is acting as a bailee and at no time assumes title to such samples.

#### **9. No Third Party Reliance.**

This Agreement shall not create any rights or benefits to parties other than Client or Consultant. Client shall not under any circumstances permit such reliance except with Consultant's express written consent. Consultant may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including without limitation, any provision limiting Consultant's liability, (ii) use such information only for the purposes contemplated by Consultant in performing its services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced.

#### **10. Ownership of Instruments of Professional Service.**

Plans, specifications, reports, boring logs, calculations, field data, field notes, laboratory test data, estimates, training materials and similar documents and materials (other than samples) prepared by or for Consultant as instruments of professional service are Consultant's property. Consultant shall retain these instruments of professional service for seven (7) years following submissions of final project deliverables, during which period Consultant's instruments of professional service will be made available for Client's review at any reasonable time.

#### **11. Indemnification.**

(a) Client shall indemnify, defend and hold Sigma and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to this Agreement, the Site or the Services, but only to the extent caused by Client's breach of this Agreement or the negligence or willful acts or omissions of Client or anyone for whose acts or omissions Client may be liable.

(b) Sigma shall indemnify, defend and hold Client and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to the Services, but only to the extent caused by Sigma's breach of this Agreement or the negligence or willful acts or omissions of Sigma or anyone for whose acts or omissions Sigma may be liable.

**12. Limitation of Liability and Waiver of Consequential Damages.**

To the fullest permitted by law, Sigma's liability under this Agreement shall not exceed the limits of Sigma's insurance.

**13. Insurance.**

Sigma shall maintain in connection with the Services, until the earlier of the completion of the Services or termination of this Agreement, one or more insurance policies with the following coverage and limits:

Worker's Compensation	Statutory
Employer's Liability:	\$1,000,000 per accident \$1,000,000 per employee (disease)
Commercial General Liability:	\$2,000,000 per occurrence
Bodily Injury and Property Damage: (including Environmental Impairment Coverage or Pollution coverage endorsement)	\$2,000,000 aggregate
Professional Liability Errors & Omissions: (including Environmental Impairment Coverage or Pollution coverage endorsement)	\$2,000,000 limit
Automobile Liability:	\$1,000,000 per occurrence

**14. Suspension and Termination.**

(a) Client may terminate this Agreement for cause if Sigma breaches a material term of this Agreement and fails to commence and continue action to cure the breach within seven (7) days of Sigma's receipt of Client's written notice of termination, which termination notice shall describe with particularity the breach all other material information relating thereto.

(b) Sigma may suspend the Services, in whole or in part, under any Work Authorization if payment on any invoice is not made in full within thirty (30) days when due or in the event of a Force Majeure condition, as prescribed in Section 15 below. Sigma will return to work within a reasonable time after payment of the outstanding invoice(s) giving rise to the suspension or resolution of the event or cause giving rise to the Force Majeure.

(c) Sigma may terminate this Agreement and any outstanding Work Authorization if (i) the Services under any Work Authorization are suspended for more than thirty (30) consecutive days, (ii) Sigma reasonably believes, in Sigma's sole decision, that Client is withholding information from Sigma, is not cooperating with Sigma or is hindering Sigma's performance of its obligations under this Agreement or is in violation of laws and is not willing to take appropriate or sufficient corrective action, (iii) if a payment on an invoice is not made in full within thirty (30) days when due or (iv) Client breaches a material term of this Agreement. Sigma shall give Client seven (7) days' written notice of Sigma's intent to terminate the Agreement and any outstanding Work Authorization. Client shall have an opportunity to fully cure the alleged condition, default or breach giving rise to the termination within said seven (7) day period.

**15. Force Majeure.**

Sigma shall not be responsible for any suspension, delay or failure to perform if such suspension, delay or failure is caused by an occurrence beyond Sigma's reasonable control, including, but not limited to, Site conditions, Hazardous Wastes, acts of God, acts or omissions of Client or anyone for whose acts or omissions Client may be responsible, Client's breach of this Agreement, government or other regulatory orders, changes in the Services, changes in applicable law, war, legal disputes, rebellion, sabotage or riots, theft or floods, weather, fires, explosions, or other catastrophes. Sigma shall be entitled to an extension of time to perform the Services in a duration at least equal to the length of any suspension or delay caused by a foregoing type of condition. Client shall pay Sigma all costs and damages attributable to any suspension or delay not caused by Sigma.

**16. Sigma As Independent Contractor.**

Sigma, in performing the Services, shall be deemed to be an independent contractor and not an agent or employee of Client.

**17. Assignment of Agreement.**

Client shall not assign this Agreement in whole or in part without the prior written consent of Sigma, which consent shall not be unreasonably withheld. Any assignment not made in accordance with this Agreement shall be void.

**18. Subcontracts.**

Sigma may subcontract any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Sigma of any of its obligations to Client under this Agreement.

**19. Survival of Obligations.**

Obligations of the parties under this Agreement shall survive termination or suspension of the Services or of this Agreement.

**20. Entire Agreement.**

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and Sigma. There are no third party rights or benefits under this Agreement, except as explicitly noted in this Agreement.

**21. Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

**22. Notices.**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, commercial delivery services, in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

**23. Governing Law.**

This Agreement and any disputes arising thereunder shall be governed by the laws of the State of Wisconsin without giving effect to provisions of law that would result in the application of the substantive law of any other state.

**24. Severability.**

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

**25. Reports and Ownership of Documents.**

Upon payment in full to Sigma for all Services, Sigma shall furnish one (1) copy of each report required to be produced by Sigma to Client. Additional copies shall be furnished for the cost of copying. With the exception of such report(s) to Client, all other documents and information relating to the preparation of the report(s), including, but not limited to, notes, support data, text data, memoranda and other preparation materials are and remain the property of Sigma.

**26. Wisconsin Construction Lien Law.**

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SIGMA HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO SIGMA, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. SIGMA AGREES TO COOPERATE WITH CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**27. Counterparts.**

This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

**28. Further Assurances.**

Sigma and Client each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the other Party, all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either Party hereto for the purpose of or in connection with consummating the Services described herein.

**29. Dispute Resolution.**

(a) All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, shall be, at Sigma's sole discretion, subject to binding arbitration. If arbitration is elected by Sigma, then such arbitration shall be held in accordance with, at Sigma's sole discretion, Wis. Stats. Chapter 788 before an arbitrator mutually agreeable to either parties or the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(b) The forum and venue for any arbitration or litigation shall be Milwaukee County, Wisconsin. Sigma's preservation and/or perfection of its lien rights, including the commencement of a foreclosure action relating the same, shall not be deemed a waiver of Sigma's right to arbitration.

(c) In no event shall a demand for arbitration or commencement of litigation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of Services, whichever date shall occur earlier.

**30. Testimony.**

Sigma agrees that, at the request of Client, the persons performing the Services under this Agreement shall be made available as consultants or witnesses, at 2.0 times the Hourly Rate Schedule, in any litigation, hearing or proceeding to explain or defend, as appropriate, any aspect of methods used by Sigma, or results or conclusions developed in connection with Sigma's Services described in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Sigma and on behalf of Client as of the date first above written.

Firm: City of Sheboygan

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title (please print): \_\_\_\_\_

Date: \_\_\_\_\_

THE SIGMA GROUP, INC.

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title (please print): \_\_\_\_\_

Date: \_\_\_\_\_



# VII

R. C. No. \_\_\_\_\_ - 13 - 14. By FINANCE. May 20, 2013.

Your Committee to whom was referred the following:

1. R. O. No. 9-13-14 by the Purchasing Agent submitting bids for Improvements in the drying of Biosolids at the City of Sheboygan Regional Wastewater Treatment Facility; and
2. Res. No. 5-13-14 by Alderperson Hammond authorizing entering into contract for Biosolids Dewatering and Drying Improvements for the City of Sheboygan Regional Wastewater Treatment Facility;

recommends that the documents be placed on file as Public Works is passing a Substitute Resolution this evening.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

5.5

Res. No. 5 - 13 - 14. By Alderperson Hammond. May 6, 2013.

A RESOLUTION authorizing the Purchasing Agent and/or appropriate City Officials to enter into a contract for Biosolids Dewatering and Drying Improvements for the City of Sheboygan Regional Wastewater Treatment Facility.

WHEREAS; with the addition of specific equipment the Treatment Facility will significantly improve its ability to dry Biosolids and allow for their use as a natural organic fertilizer that is safe to use and;

WHEREAS; the City Of Sheboygan recently solicited competitive bids for these improvements as specified by the Engineering Firm of Donohue and Associates, who under contract with the City performed the design, engineering and specifications for said work and;

WHEREAS; the competitive sealed bids received by the City of Sheboygan were reviewed by both the Firm of Donohue and Associates and the Wastewater Treatment Plant Superintendent and Staff, with the low bid submitted by August Winter & Sons Inc. of Appleton, WI having been determined to meet or exceed all requirements of the specification and;

WHEREAS; the recommendation of the engineer is to accept the base bid plus alternate bids # 1, 2 & 3 and this recommendation is acceptable to the City.

*Finance*  
or  
*Pub. Wks.* Approve

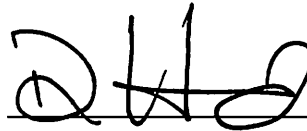
13

13

13

RESOLVED: That the Purchasing Agent or appropriate City Official is hereby authorized to enter into contract with the J.F Ahern Company of Fond Du Lac WI, in the amount of \$7,916,417.00 for improvements to the bio solids drying processes at the Regional Wastewater Treatment Facility.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the proper accounts ad determined by the City Treasurer utilizing funding provided to the City under the Clean Water Fund loan program in payment of same.



A handwritten signature in black ink, appearing to be 'D.H.D.', is written above a horizontal line.

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.4

R. O. No. 9 - 13 - 14. By PURCHASING AGENT. May 6, 2013.

Submitting a tabulation of Bids #1869-09 received on April 29, 2013 for Improvements in the drying of Biosolids at the City of Sheboygan Regional Wastewater Treatment Facility.

<u>BIDDER</u>	<u>BASE BID PLUS ALTERNATE #1-#3</u>
AUGUST WINTER & SONS	\$7,916,417.00
J.F AHERN	\$8,072,900.00

The low bid BASE bid plus Alternates #1,2 & 3 submitted by August Winter & Sons, Inc. has been determined to meet all of the requirements and is recommended for contract award.

It is further important to note that the above amounts include the assumption of a previously signed contract for machinery acquisition in the amount of \$ 2,799,417.00.

The funding instrument for this contract will be a loan through the Clean Water Fund.

Respectfully submitted,

*Bernard R. Rammer*  
Bernard R. Rammer

*Finances  
&  
Pub Wks. File*

VIII

R. C. No. \_\_\_\_\_ - 13 - 14. By PUBLIC WORKS. May 20, 2013.

Your Committee to whom was referred Res. No. 6-13-14 by Alderperson Heidemann authorizing the appropriate City Officials to enter into contract for construction management and oversight for the Sheboygan River, Area of Concern (AOC) habitat restoration improvement projects for Esslingen Park, Wildwood Island, and the river bank adjacent to Kiwanis Park and to waive the competitive bidding requirement for the contract. All services will be conducted between April, 2013 and December, 2015; recommends that the Resolution be passed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

5.4

Res. No. 6 - 13 - 14. Alderperson Heidemann. May 6, 2013.

A RESOLUTION authorizing the appropriate City Officials to enter into contract for construction management and oversight for the Sheboygan River, Area of Concern (AOC) habitat restoration improvement projects for Esslingen Park, Wildwood Island, and the river bank adjacent to Kiwanis Park and to waive the competitive bidding requirement for the contract. All services will be conducted between April, 2013 and December, 2015.

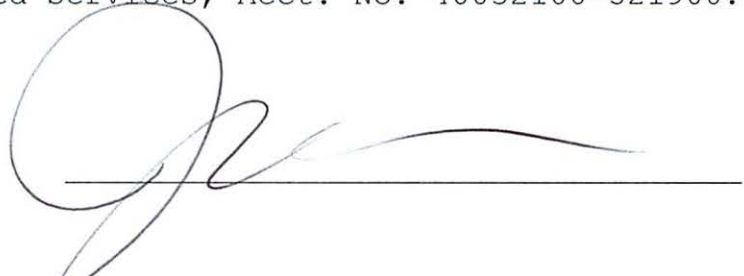
WHEREAS: The City of Sheboygan has awarded a contract for the completion of habitat restoration projects along the Sheboygan River (Res. 32-12-13. A project of this scope and complexity will require a significant amount of management and oversight by a firm uniquely qualified to provide these services, and;

WHEREAS: The City is a sub-grantees on the funding from the Great Lakes Initiative and included in said funding is an allocation for construction oversight and management and;

WHEREAS: The City requested a quote for these services from Oneida Total Integrated Enterprises (OTIE), the sub-designer of the project and the project team has negotiated the contract cost to a level that does not exceed the funding allocated.

RESOLVED: That the appropriate City Official is hereby authorized to enter into contract with OTIE in an amount not to exceed the available funding for the provision of all labor and materials associated with the management and oversight of the 3 year maintenance restoration project(s) which is \$24,054 from the Capital Projects ~ Contracted Services, Acct. No. 40032100-521900.

*Public Works approve*



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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

REFER TO ?

1314

Res. No.        - ~~12~~ - 13.

May 6, 2013.

A RESOLUTION authorizing the appropriate City Officials to enter into contract for construction management and oversight for the Sheboygan River, Area of Concern (AOC) habitat restoration improvement projects for Esslingen Park, Wildwood Island, and the river bank adjacent to Kiwanis Park and to waive the competitive bidding requirement for the contract. All services will be conducted between April, 2013 and December, 2015.

WHEREAS: The City of Sheboygan has awarded a contract for the completion of habitat restoration projects along the Sheboygan River (Res. 32-12-13. A project of this scope and complexity will require a significant amount of management and oversight by a firm uniquely qualified to provide these services, and;

WHEREAS: The City is a sub-grantees on the funding from the Great Lakes Initiative and included in said funding is an allocation for construction oversight and management and;

WHEREAS: The City requested a quote for these services from Oneida Total Integrated Enterprises (OTIE), the sub-designer of the project and the project team has negotiated the contract cost to a level that does not exceed the funding allocated.

RESOLVED: That the appropriate City Official is hereby authorized to enter into contract with OTIE in an amount not to exceed the available funding for the provision of all labor and materials associated with the management and oversight of the 3 year maintenance restoration project(s).

*Capital Projects - Contracted Services*

*400 32100 - 521900*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



1033 N. Mayfair Road  
Suite 200  
Milwaukee, WI 53226  
414.257.4200

April 12, 2013

Scott G. Isaacs, P.E.  
City of Sheboygan - DPW  
Environmental Engineer  
2026 New Jersey Avenue  
Sheboygan WI 53081

**Re: Sheboygan River Restoration AOC  
Construction / Post Construction Management  
City of Sheboygan**

Dear Mr. Isaacs:

Oneida Total Integrated Enterprises (OTIE) is pleased to present this proposal for Construction and Post Construction Management for the Sheboygan River Restoration AOC located in the City and County of Sheboygan.

I have attached a scope of services that includes a detailed description of the work that would be completed under this contract. The scope of services was based on the numbered list of scope items you provided to me on April 5<sup>th</sup>, 2013. I have also included the period of performance; assumptions and associated cost to complete this work (See Attachments).

We appreciate your consideration of OTIE for this project, and look forward to working with you on this and other projects in the future.

Sincerely,

**Oneida Total Integrated Enterprises**

Scott M. Horzen  
Senior Ecologist/Project Manager

Attachments  
Scope of Services  
Cost Spreadsheet

### **Sheboygan River AOC Restoration Construction Management Scope of Services**

Oneida Total Integrated Enterprises (OTIE) will provide construction (2013) and post construction (2013-2015) management services for the Sheboygan River Area of Concern of Concern (AOC) Habitat Restoration Projects. The scope of services for project will include attending meetings; planting stock inspection; performing on-site inspection of contractor's work; laying out planting zones; reviewing contractor work and tests; preparing a list of work items requiring repair (prior to milestone #2); documenting activities completed by contractor; providing periodic updates of contractor progress; reviewing contractor application for payments. Additional details with respect to each task are provided below:

#### **Meetings**

The consultant will attend contractor and or client meetings (including progress meetings, payment application, annual kick-off and final walk through). The consultant will also meet with City and County staff to coordinate current and future mowing limits in park areas (Esslingen, Taylor and Indiana and Kiwanis).

#### **Planting Stock Inspection**

The consultant will inspect all planting materials including seed, herbaceous rootstock, live stakes, trees and shrubs prior to installation (includes initial plantings and required replacements). Materials not meeting requirements of the contract will be rejected. The consultant will document the quantities of acceptable materials delivered to the site. Consultant will also document the source (including name, address, telephone number, date harvested, location grown, etc.) of all material and equipment delivered to the project site.

#### **On-Site Observations**

The consultant will conduct on-site observations of the contractors remaining construction work related to Seeding, Seed Bed Preparation, Topsoil Special, Rootstock Installation, Mulching, and other work items required to construct the restoration as shown on the plans. The consultant will also conduct on-site observations to the contractors post construction management work required for Vegetation Maintenance including invasive species treatments and removals within project area(s).

#### **Planting Zone Layout**

The consultant will layout all planting zones not seeded or planted in 2012. The consultant will also layout or verify boundaries of polygons planted /treated in 2012 (as needed to perform work required by the contract). All layout and verification will be accomplished with use of a hand help GPS (Trimble GeoXH with sub foot accuracy).

#### **Review Contractor Work**

The consultant will review contractor work and applicable tests related to the Sheboygan River AOC Restoration Projects required to construct the restoration as shown on the plans. Additionally, consultant will approve or reject work or materials requiring approval. Consultant will advise City and provide recommendations for corrective actions required for any work or materials that have been rejected.

#### **Prepare List of Work Items Requiring Repair/Replacement (Milestone #2)**

The consultant will prepare a list of items requiring repair, completion of correction prior to commencement of the 2013 field work and before substantial completion of milestone #2 by the contractor.

#### **Document Activities Completed by Contractor**

The consultant will document construction activities (Milestone #2; 2013) as well as post construction activities (2013-2015) including plant replacements, corrective actions, invasive species management, etc.

Documentation will consist of keeping log book, utilizing forms provided by the City and photo-documenting work and materials provided by the contractor. Log books and information collected will be mutually agreed on by the City and consultant prior to commencement of this scope of services. A disc containing copies of the log book as well as photographs organized by date will be provided to the City by December 15<sup>th</sup> of each year (2013-2015). All documentation (log books, forms, emails, correspondence, photographs, etc.) collected by the consultant will be kept in an orderly fashion and will be available to the City upon request.

**Provide Periodic Updates of Contractor Progress**

The consultant will provide the City periodic updates of the contractor's progress throughout the construction and post construction monitoring period. These updates will include the following; date, work completed since previous update, upcoming work, problems, outstanding issues and comments. The frequency of these updates will be dictated by the quantity of work being completed by the contractor or as directed by the City.

**Review Contractor Application For Payments**

The consultant will review each contractor application for payment and provide input on accuracy of quantities placed/conducted by the contractor.

**ASSUMPTIONS:**

- All meetings will be held in at the project site(s) or within Sheboygan County
- All work will be completed between April 24<sup>nd</sup>, 2013 and December 31<sup>st</sup> 2015
- All Planting Zone Layout and verification will be accomplished with use of a hand help GPS (Trimble GeoXH with sub foot accuracy).

**PROPOSED SCHEDULE**

All services will be conducted between April 2013 and December 31, 2015.

**PROPOSED COSTS**

OTIE proposes to complete:

**Construction / Post Construction Management Services for a lump sum not to exceed fee of \$24,054.**

Project Total

Oneida Total Integrated Enterprises

April 12, 2013

Solicitation No.

Sheboygan River Restoration AOC Construction Management

City of Sheboygan

<b>TOTAL PROPOSED PRICE</b>		<b>01</b>	
		<b>Construction Management</b>	
		<b>01.01</b>	
<b>PART I - LABOR</b>		<b>Hrs</b>	<b>Cost(\$)</b>
Wetland Ecologist		222	\$ 23,894
<b>* TOTAL LABOR *</b>		222	\$ 23,894
<b>PART II - TRAVEL</b>		<b>Unit</b>	<b>Qty</b>
			<b>Cost(\$)</b>
<b>* TOTAL TRAVEL *</b>			\$ -
<b>PART III - OTHER DIRECT COSTS (ODC)</b>		<b>Unit</b>	<b>Qty</b>
			<b>Cost(\$)</b>
Equipment GPS Handheld	day	1	\$ 160
<b>* TOTAL ODC *</b>			\$ 160
<b>PART IV - SUBCONTRACT SERVICES</b>		<b>Qty</b>	<b>Cost(\$)</b>
<b>* TOTAL SUBCONTRACTOR *</b>			\$ -
<b>PART V - TOTALS</b>		<b>Hrs</b>	<b>Cost(\$)</b>
<b>* TOTAL LABOR *</b>		222	\$ 23,894
<b>* TOTAL TRAVEL *</b>			\$ -
<b>* TOTAL OTHER DIRECT COST *</b>			\$ 160
<b>* TOTAL SUBCONTRACTOR *</b>			\$ -
<b>** TOTAL PRICE **</b>			<b>\$ 24,054</b>

## PROFESSIONAL SERVICES AGREEMENT No. WI-041713

This Agreement is made effective April 17, 2013 by and between **Oneida Total Integrated Enterprises**, with offices located at 1033 N. Mayfair Road, Suite 200, Milwaukee, WI 53226 ("OTIE") and City of Sheboygan – Department of Public Works, with offices located at 2026 New Jersey Avenue, Sheboygan, WI 53081 ("CLIENT").

### Scope of Services

OTIE shall perform the professional services (collectively, the "SERVICES") as described in the proposal dated April 12, 2013, which is attached hereto and incorporated herein by reference.

### Compensation

In consideration of the SERVICES to be performed by OTIE, CLIENT agrees to pay OTIE as follows: Lump sum of \$24,054.

### Period of Performance

The time required to perform the SERVICES herein will commence on or about April 17, 2013 end on December 31, 2015.

### Payment

OTIE will submit invoices to the CLIENT on a monthly basis unless otherwise provided by this agreement. Each invoice is due and payable within 30 calendar days of the date of the invoice. CLIENT will pay an additional charge of 1½% per month of the invoice amount not to exceed the maximum rate allowed by law for any payment received by OTIE that exceeds 30 calendar days from the date of the invoice.

### Limitation of Liability

CLIENT agrees to limit OTIE's liability to CLIENT and all other parties for claims arising out of OTIE's performance of the SERVICES described in this Agreement. The aggregate liability of OTIE will not exceed \$25,000.00 or the cost of the SERVICES, whichever is the lesser, for negligent professional acts, errors or omissions. In no event shall either party be liable to the other party for incidental, indirect, consequential, or punitive damages arising from or related to the SERVICES performed pursuant to this Agreement.

### Standard of Care:

It is understood that OTIE makes no guarantee or warranty, either express or implied, as to the SERVICES provided except that OTIE represents that it shall perform its SERVICES in accordance with the standards of care and diligence normally practiced by similar firms performing similar SERVICES in the same locale.

### Documents:

CLIENT acknowledges that OTIE's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other similar documents are instruments of professional service, not products. CLIENT will not use any of OTIE's data, documents, or reports for any purpose other than its original purpose as defined hereunder. All project documents prepared or furnished to CLIENT by OTIE under this Agreement may be based on information outside OTIE's control. OTIE does not warrant, expressly or impliedly, the accuracy thereof. All documentation furnished to the CLIENT is intended for the benefit of the CLIENT and is not intended or represented to be suited for reuse by the CLIENT or others. Any reuse without the specific written consent of OTIE for the specific purposes intended will be at user's sole risk and without liability and legal exposure to OTIE.

### Dispute Resolution:

CLIENT and OTIE agree to make good faith efforts to settle any dispute or claim that arises under this Agreement through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the dispute or claim shall be settled by arbitration in a forum of competent jurisdiction in accordance with the then current rules of the American Arbitration Association. The selection of an arbitrator shall be subject to the mutual consent of both parties. The site of the proceedings shall be Milwaukee, Wisconsin. Any decision provided by the arbitrator in accordance with this provision shall be final and binding on the parties and judgment upon award by the arbitrator may be entered in any court having jurisdiction. Each party to any arbitration hereunder shall bear its own costs of the proceeding including attorney fees.

### Extent of Study:

CLIENT recognizes that the actual site conditions may vary from conditions encountered at locations where OTIE makes visual observations, obtains samples, or performs other explorations. OTIE's failure to discover differing conditions or potential environmental contamination through appropriate and/or mutually agreed-upon investigation and/or sampling techniques does not guarantee the absence of pollution or hazardous materials and shall not impose any liability on OTIE.

### Termination:

Either party may terminate the SERVICES with or without cause upon 10 days advance written notice. Irrespective of which party shall effect termination, the CLIENT shall pay, within 15 calendar days of termination, OTIE for services rendered and all costs incurred up to the time of termination, as well as those costs associated with the termination itself, in accordance with OTIE's then-prevailing fee schedule.

**Assignment:**

Neither party will delegate, assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other party.

**Third-Party Rights:**

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and OTIE.

**Differing Site Conditions:**

OTIE has relied on the CLIENT's judgment in establishing the scope of work. In the event of differing site conditions, CLIENT agrees to renegotiate the Agreement to equitably adjust the price and/or schedule accordingly.

**Hazardous Substances/Hazardous Waste:**

CLIENT acknowledges that OTIE has no responsibility as a generator, treater, storer, transporter, arranger, or disposer of hazardous or toxic substances that may be found or identified at the site; or that may be directly or indirectly generated by the CLIENT or others; or that were on the site prior to OTIE's SERVICES provided hereunder. CLIENT warrants that it has made and will continue to make full and accurate written disclosure to OTIE as to any hazardous or toxic substances, pollutants, or contaminants which CLIENT knows or has reason to believe exists at the site(s). In the event of termination, CLIENT shall thereafter be responsible for any federal, state, or agency reporting, including but not limited to, health and safety plans and required monitoring. CLIENT agrees that it would be unfair for OTIE to be exposed to liability arising from the contamination at a site. Therefore, CLIENT agrees to defend, indemnify, and hold harmless OTIE from any and all claims or liability arising from OTIE's performance of work under this Agreement and made or brought against OTIE for any actual or threatened environmental pollution provided that OTIE has not negligently caused or contributed to any such pollution or contamination.

**Indemnification:**

To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless OTIE, its agents, employees, officers and directors from and against any and all liability, suits, actions, claims, losses, demands, costs, and expenses, including attorney's fees, arising out of the negligent acts, errors, omissions, performance or willful misconduct of CLIENT, its employees, agents, consultants, officers, directors and subcontractors.

**Delays:**

OTIE shall not be liable for delays or failure to perform its SERVICES caused directly or indirectly by circumstances beyond OTIE's control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions or delays resulting from actions or inactions of CLIENT or third parties, site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.

**Entire Agreement/ Modifications:**

The parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings, whether verbal or written, between the parties with respect to its subject matter. This Agreement may not be modified except in writing and signed by both parties.

**Severability/Survival:**

The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other parts hereof. Limitations of liability, indemnities, and other representations shall survive termination of this Agreement for any cause.

**Governing Law:**

This agreement shall be governed by the laws of the State of Wisconsin, without regard to its conflict of laws rules.

**ONEIDA TOTAL INTEGRATED ENTERPRISES**

**CITY OF SHEBOYGAN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# VIII

R. C. No. \_\_\_\_\_ - 13 - 14. By PUBLIC WORKS. May 20, 2013.

Your Committee to whom was referred Res. No. 7-13-14 by Alderperson Heidemann authorizing the appropriate City officials to execute the Campmarina Maintenance Agreement; recommends that the Resolution be passed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**III**

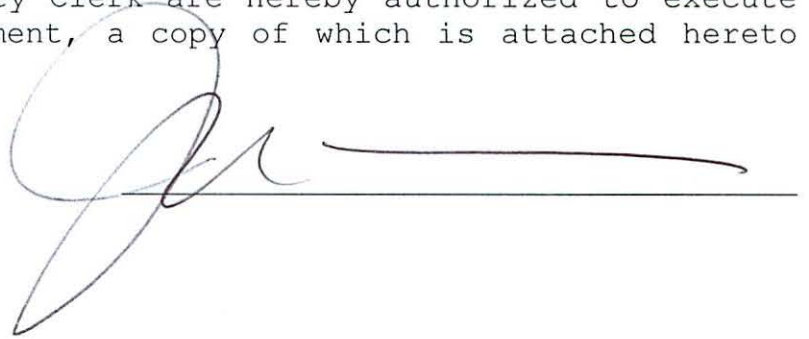
Other Matters

8.2

Res. No. 7 - 13 - 14. By Alderperson Heidemann. May 6, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Campmarina Maintenance Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Campmarina Maintenance Agreement, a copy of which is attached hereto and incorporated herein.



*Pub. Works  
approve*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

## CAMPMARINA MAINTENANCE AGREEMENT

This Campmarina Maintenance Agreement (the "Agreement") dated this \_\_\_\_ day of May, 2013, between Wisconsin Public Service Corporation ("WPSC"), a Wisconsin corporation, and the City of Sheboygan, Wisconsin ("City" and together with WPSC the "Parties" or each a "Party") \_\_\_\_\_.

### Background

A. WPSC undertook the investigation and remediation of WPSC's historic manufactured gas plant site previously located on the City's Campmarina property, 732 North Water Street, Sheboygan, Wisconsin (the "Property").

B. As part of the remediation of the Property, WPSC used engineered barriers and a cap to contain contaminated soil and groundwater on the Property.

C. The remediation work on the Property was approved by the Wisconsin Department of Natural Resources ("WDNR").

D. WPSC is now seeking a Certificate of Completion for the remedial work on the Property under the Wisconsin Voluntary Party Liability Exemption Act ("VPLE"), which, if granted, will exempt both WPSC and the City, as owner, from future liability for remedy failure, change in standards, or new contaminants found on the Property.

E. In order to obtain the Certificate of Completion, WPSC is required to prepare a maintenance plan (the "Plan") to address the cap and containment structures. This Plan is attached as Exhibit A.

F. The City, as owner of the Property, will be required to implement the Plan in order to continue to obtain the liability exemption provisions provided by the Certificate of Completion under the VPLE program.

G. WPSC, through this agreement, is willing to compensate the City for undertaking the Plan.

H. WPSC is also required to list certain use restrictions relating to groundwater and any disturbance of the cap and barrier walls on the Property on the Wisconsin Geographical Information Service ("GIS") Registry and notify the City of these restrictions. The proposed notification is attached as Exhibit B.

I. The City, after reviewing the Plan, is willing to undertake the work and activities called for in the Plan pursuant to the terms of this agreement.

J. The City is also willing to approve listing on the GIS Registry of the use restrictions set forth in Exhibit B.

### Agreement

1. The City will implement the Plan as set forth in Exhibit A, including the annual inspection of the Property and documentation of that inspection.

2. The City agrees with the use restrictions set forth in Exhibit B and with the listing of the Property and the accompanying use restrictions on the GIS Registry.

3. WPSC will compensate the City Three Thousand Dollars (\$3,000) for implementing the inspection called for in the Plan.

4. In the event the inspections called for in the Plan indicate a need for work to maintain the cap or barrier walls, the City will promptly notify WPSC. In such an event, (i) the City will provide WPSC access to the Property for the purpose of investigating and independently determining the need for any work to maintain the cap or barrier, (ii) WPSC will provide the results of its investigation to the City for its review, (iii) if the City and WPSC agree that work is required to maintain the cap or barrier, WPSC will prepare a plan for such work, an estimate of the reasonable cost of conducting the maintenance activities and will compensate the City for such reasonable cost. The City shall obtain any required approval of the maintenance work from WDNR and shall promptly implement the maintenance work in accordance with the Plan. The City shall be responsible for any damage to the cap or barrier walls or contamination that may result from a failure to properly implement the repair plan.

5. WPSC's obligation to compensate the City for any maintenance work called for in Paragraph 4 above shall not apply to the extent the repair work was caused by or was the result of the City undertaking any activities contrary to the use restrictions set forth in Exhibit B or the City's failure to properly inspect and/or promptly notify WPSC of any necessary maintenance work.

6. In the event the City desires to disturb the cap or barrier walls on the Property, it shall promptly notify WPSC before commencing any work and also obtain any and all approvals required from WDNR. WPSC may provide comments on the City plan. However, whether or not WPSC provides comments, the City shall be solely responsible for any damage to or weakening of the cap and/or the barriers, any repairs to the engineered cap or barriers walls and any contamination leaving the containment area that results from any activities or work undertaken under this Paragraph 6.

7. In the event of a dispute between the parties that remains unresolved after sixty (60) days, the parties shall refer the dispute to the Mayor of the City of Sheboygan and to WPSC's Director of Environmental Services, who shall then meet within thirty (30) days for the purpose of seeking resolution of the dispute.

8. Any notices required to be sent shall be addressed to the following:

Connie Lawniczak  
Director-Environmental Services  
Integrus Business Support, LLC  
Post Office Box 19001  
Green Bay, WI 54307-9001

Mayor  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

9. This Agreement may not be modified except in a writing signed by all the Parties.

10. This Agreement may be signed in counterparts. A facsimile or other electronic version of a signature shall be considered an original for all purposes.

11. This Agreement contains the entire agreement between the Parties as to its subject matter, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of this Agreement as set forth herein.

12. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the extent allowed under applicable law.

13. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to all terms and conditions of this document. This Agreement shall be binding upon and inure to the benefit of WPSC, the City, and each entity's successors and assigns.

*[Signature page follows]*

WISCONSIN PUBLIC SERVICE  
CORPORATION

Dated: May 3, 2013

By Connie Lawniczak  
Connie Lawniczak  
Director-Environmental Services  
Integrus Business Support, LLC

CITY OF SHEBOYGAN, WISCONSIN

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

[Signature Page to Campmarina Maintenance Agreement]

**EXHIBIT A**  
**Maintenance Plan**

**EXHIBIT B**

**Proposed Notice of GIS Registry Listing of Use Restrictions**

**Campmarina Former MGP  
Maintenance Plan  
May 2013**

**Property:** Campmarina Former Manufactured Gas Plant  
732 N. Water Street  
714 N. Water Street  
Sheboygan, Wisconsin 53081  
Sheboygan County

Legal Description:

732 N. Water Street:  
ORIGINAL PLAT ALL OF BLK 149 & THE VACATED SOUTHERLY 20' OF NEW YORK  
AVENUE ADJACENT TO BLOCK 149 CAMPMARINA PARK  
TAX #59281107760

And

714 N. Water Street:  
ORIGINAL PLAT ALL OF LOTS 1,2 & 3 BLK 133 AND THE NELY 40' OF LOTS 4 & 5  
AND THE NELY 40' OF THE SELY 20' OF LOT 6 BLK 133, ALSO THE VAC N 20' OF  
NEW YORK AVE ADJ BLK 133 (CAMPMARINA PARK)  
TAX #59281107756

And

Center Avenue ROW:  
ORIGINAL PLAT THAT PRT OF VAC CENTER AVE LYING W OF WATER ST  
BETWEEN BLKS 149 & 156, ALSO THE NLY 10' OF BLK 156 DESC AS COM AT  
INTERSECTION OF S LN OF CENTER AVE WITH THE W LN OF WATER ST, THE  
P.O.B., TH S 13° E 10.25', TH 115.79'  
TAX #59281108711

Geographic Coordinates (WTM83/91): 703,699 meters Easting, 366,900 meters Northing  
(NW 1/4 of the SW 1/4 of Sec 23, T15N, R23E),

Property Owner:  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

**WDNR File:** Camp Marina Manufactured Gas Plant  
732 N. Water Street  
Sheboygan, Wisconsin 53081 (Figure B.1.a)  
BRRTS# 02-60-000095; FID # 460134950

WDNR Contact  
Mr. John Feeney, Hydrogeologist  
Wisconsin Department of Natural Resources  
1155 Pilgrim Parkway  
Plymouth, WI 53073  
(920) 892-8756 Ext. 3023  
[johnm.feeney@wisconsin.gov](mailto:johnm.feeney@wisconsin.gov)

## Introduction

This Maintenance Plan has been prepared in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code for the above-referenced property ("Property") to be implemented as part of the case closure. The maintenance activities relate to the following engineering controls occupying the area over impacted soil and groundwater at the park or on the site (Figure D1):

- Vertical barrier wall
- Engineered geosynthetic cover underlying the earthen cover
- Shoreline riprap

A copy of the engineering as-builts for the engineering controls is attached.

A copy of this Plan is to be kept on file by: (1) the Wisconsin Department of Natural Resources (WDNR), Northeast Region; (2) the Property Owner, including future Property owners; and (3) the Property Manager, if any. The Plan shall be made available by the Property Owner to prospective purchasers, contractors, utilities and maintenance personnel, and any other public or private persons or entities authorized to perform work at the Property. Summary reports are on file with the WDNR and are available upon request (WDNR file reference BRRTS# 02-60-001016).

More site-specific information about this property may be found by consulting:

- The case file in the WDNR Northeast Region office;
- BRRTS on the Web (WDNR's internet based data base of contaminated sites):  
<http://dnr.wi.gov/botw/SetUpBasicSearchForm.do>;
- GIS Registry PDF file for further information on the nature and extent of contamination:  
<http://dnrmaps.wisconsin.gov/imf/imf.jsp?site=brrts2>; and
- The WDNR project manager for Sheboygan County.

## Plan Purpose and Site Information

The purpose of this Plan is to document the responsibilities associated with the land use controls applicable to the Property and to identify how to properly manage residual impacted soil and groundwater under the earthen cover. Residual soil impacts are listed on Table 8.

The existing engineering controls contain the underlying residual soil and groundwater impacts. The earthen cover provides further protection from direct contact with underlying residual contaminants. The earthen cover and shoreline rip rap protects the existing engineering controls (geosynthetic cover and vertical barrier wall). The locations of these engineering controls and barriers are located at the park and shown on Figure D.1.a. Based on the current and future use of the property (as a recreational park), the engineering controls and barriers should function as intended at a level of effort similar to any other recreational park, unless disturbed.

## Annual Inspection

The existing engineering controls contain the underlying residual soil and groundwater impacts. The earthen cover and the shoreline riprap (Figure D.1.a) will be inspected once a year for to verify the earthen cover and shoreline riprap are present and significant soil erosion has not occurred that may allow exposure to

underlying soils and groundwater. Typically, this annual inspection will be completed in the spring after all snow has melted.

The inspections will be performed by the property owner or designated representative. The inspector will walk the perimeter and interior of the park, looking for areas where soil has rills, eroded, or significantly settled that may result in ponding water. The inspector will stand at the water's edge to visually observe the presence-absence of shoreline riprap along the bank. Any area of the park where soils have eroded or are likely to erode or greater than 10 consecutive linear feet of shoreline riprap are not present, will be documented. A log of the inspections and associated repairs will be maintained by the property owner and is included as Exhibit A, Inspection Log. The log will include recommendations for necessary repairs of areas where erosion was observed. Once repairs are completed, they will be documented in the inspection log. A copy of the inspection log will be kept at the City of Sheboygan municipal offices and available for submittal or inspection by WDNR representatives upon their request.

### **Maintenance Activities**

Repairs will be scheduled by the property owner as soon as practical if problems are noted during the annual inspection or at other times during the year if observed as part of the regular park maintenance activities (i.e., mowing). Repairs are typical of any other shoreline park and can include filling or resurfacing of erosional areas of the earthen cover or replacing shoreline riprap. If maintenance activities may expose the underlying soil or groundwater, the owner must inform maintenance workers of direct contact exposure hazards and ensure they have appropriate personal protective equipment. The owner must also sample any soil excavated from the site prior to off-site disposal to ascertain if contamination remains. The soil must be treated, stored, and disposed by the owner in accordance with applicable local, state, and federal law.

In the event the engineering controls are removed or replaced as a result of significant utility or construction activities at the park, the replacement controls must function in a manner equal to or exceeding the original controls to prevent direct contact with soil and groundwater, and groundwater migration to surface water. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this Maintenance Plan unless otherwise indicated by the WDNR or its successor.

The property owner, in order to maintain the integrity of the engineering controls, will maintain a copy of this Maintenance Plan at the City of Sheboygan Municipal Offices and make it available to all interested parties (i.e. on-site employees, contractors, future property owners, etc.) for viewing.

### **Prohibition of Activities and Notification of DNR Prior to Actions Affecting a Cover or Cap**

The following activities are prohibited on any portion of the park property where engineering controls are required as shown on the attached maps, unless prior written approval has been obtained from the Wisconsin Department of Natural Resources: 1) removal of the existing engineering control; 2) replacement with another engineering control; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; 5) plowing for agricultural cultivation; or 6) construction or placement of a building or other structure. Any area of cap disturbance shall be restored in a manner consistent with the original cap condition. If disturbance cannot be avoided, activities that disturb the soil will not be conducted until approval is obtained from WDNR. Proper material management includes, but is not limited to:

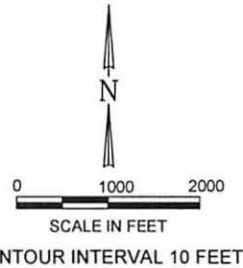
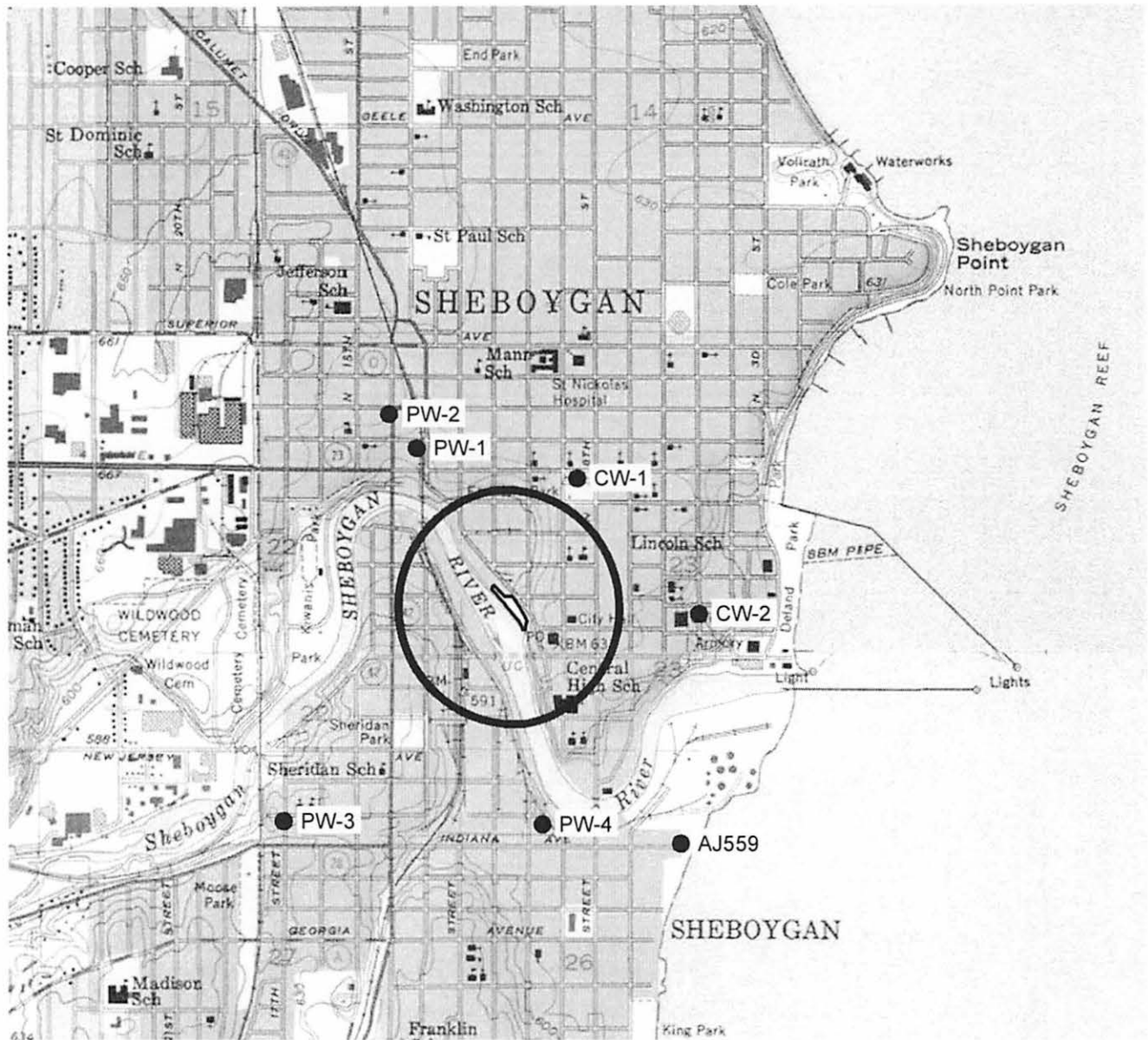
- Characterize, manage, and dispose impacted soil and groundwater in accordance with Wisconsin solid waste rules.

- Determine whether planned site improvements require WDNR approval. Site improvements include, but are not limited to, constructing or placing a building or other structure or landscaping which could be disruptive to the existing barriers.

**Amendment or Withdrawal of Plan**

This Plan can be amended or withdrawn by the Property Owner with the written approval of the WDNR.

Attachments: Figure B.1.a. - Location Map  
Figure D.1.a- Areas Subject to Maintenance Plan  
Figure D.1.b- Geosynthetic Cover System As-Built  
Figure D.1.c- River Bank and Center Avenue ROW As-Built  
Table A.4. - Pre and Post Remaining Soil Contamination  
Exhibit A –Inspection Log Form



**SOURCE NOTES:**

1. USA TOPO MAPS - COPYRIGHT: © 2011 NATIONAL GEOGRAPHIC SOCIETY, 1 CUBED CUBED.
2. COORDINATE SYSTEM IS WISCONSIN COUNTY COORDINATE, SHEBOYGAN COUNTY, US FOOT.

## LOCATION MAP



BRRTS #02-60-000095  
 CAMP MARINA MANUFACTURED GAS PLANT  
 SHEBOYGAN, WISCONSIN

PROJECT NO.  
1313/8.0

DRAWING NO.  
1313-8-B.1.a-LOCATION MAP

FIGURE NO.  
B.1.a

DRAWN: NWDDATE: 04/09/13    CHK'D: JJW DATE: 04/09/13    APP'D: JMK DATE: 05/03/13

May 03, 2013 1:04pm PLOTTED BY: ndraskovich SAVED BY: ndraskovich  
 Y:\ACAData\Projects\1313\8\1313-8-B.1.a-Location Map-Pot Wells.dwg Layout1  
 IMAGES: Y:\ACAData\Projects\1313\8\USOS\_Topo.tif  
 XREFS:





Table A.4.-1 Pre-Remedial Soil Analytical Data Exceeding RCLs Table 1 of 3.  
 Camp Marina Manufactured Gas Plant  
 BRRTS #02-06-000095

Sample Location	Sample Depth (ft)	Sample Date	Benzene mg/kg	Phenol mg/kg	Benzo(a)anthracene mg/kg	Benzo(b)fluoranthene mg/kg	Benzo(a)pyrene mg/kg	Chrysene mg/kg	Dibenzo(a,h)anthracene mg/kg	Indeno(1,2,3-cd)pyrene mg/kg	Naphthalene mg/kg
<b>Groundwater Pathway RCLs</b>			<i>0.005</i>	<i>2.30</i>	<i>NE</i>	<i>0.48</i>	<i>0.47</i>	<i>0.15</i>	<i>NE</i>	<i>NE</i>	<i>0.66</i>
<b>Direct Contact RCLs</b>			<b>1.49</b>	<b>18300</b>	<b>0.15</b>	<b>0.15</b>	<b>0.01</b>	<b>14.8</b>	<b>0.01</b>	<b>0.15</b>	<b>5.15</b>
<b>Soil Samples from the Unsaturated Zone</b>											
<b>Monitoring Well Samples</b>											
MW-701	2-4	7/18/1995			<b>2.3</b>	<b>0.95</b>	<b>1.7</b>	<i>1.6</i>	<b>0.18</b>	<b>1.3</b>	<b>77</b>
MW-702	2-4	7/19/1995			<b>1.1</b>	<b>0.66</b>	<b>1.2</b>	<i>0.74</i>	<b>0.15</b>	<b>0.75</b>	
MW-703	4-6	7/18/1995	<i>0.013</i>			<b>2.3</b>	<b>3.8</b>	<b>2.8</b>			<b>3</b>
MW-705	2-4	7/19/1995			<b>1.7</b>	<b>1</b>	<b>1.7</b>	<i>1.3</i>	<b>0.27</b>	<b>1.1</b>	
MW-707	2-4	7/19/1995		<b>83</b>	<b>0.33</b>	<b>0.18</b>	<b>0.43</b>	<i>0.23</i>	<b>0.063</b>	<b>0.33</b>	
<b>Soil Boring Samples</b>											
SB-701	2-4	7/19/1995			<b>0.91</b>	<b>0.49</b>	<b>0.74</b>	<i>0.68</i>	<b>0.093</b>	<b>0.5</b>	

Notes:

- 1) Concentrations in italics are above the Groundwater Pathway RCLs
- 2) Concentrations in bold are above the Direct Contact RCLs
- 3) NE - not established.

**Table A.4.-2 Pre-Remedial Soil Analytical Data Exceeding RCLs Table 2 of 3.  
Camp Marina Manufactured Gas Plant  
BRRTS #02-06-000095**

Sampling Location	Sampling Depth (feet below ground surface)	Sampling Date	mg/kg						
			Lead, total	Cyanide, total <sup>3</sup>	Cyanide, weak acid dissociable <sup>4</sup>	Benzene	Ethylbenzene	Toluene	Total Xylenes
<b>Groundwater Pathway RCLs</b>			<b>27</b>	<b>NE</b>	<b>4.04</b>	<b>0.005</b>	<b>1.57</b>	<b>1.11</b>	<b>3.94</b>
<b>Direct Contact RCLs</b>			<b>400</b>	<b>26.4</b>	<b>NE</b>	<b>1.49</b>	<b>7.47</b>	<b>818</b>	<b>258</b>
<b>Soil Samples Collected from the Unsaturated Zone</b>									
HA-701	2	07/29/98	<i>350</i>	<b>89</b>	46	0.13			
SS-701	0.5	07/29/98	<b>410</b>						
TP-701	2-8	07/29/98	<b>540</b>	<b>78</b>	17	0.23			
TP-702	2-7	07/29/98	<i>110</i>						
TP-703	4-6	07/29/98	<i>260</i>						
TP-705	5	07/29/98	<i>980</i>		260	0.11			
TP-706	1-8	07/29/98	<b>530</b>						
SB-717	11-11.5	07/29/98	<i>110</i>						
SB-718	13-13.5	07/29/98	<i>280</i>						
SB-719	11-11.5	07/29/98	<i>190</i>						
SB-720	10-10.5	07/29/98	<i>400</i>		42				
SB-726	11-12	12/09/98	<i>61</i>						
SB-732	12-14	12/10/98				0.3	2.521		
SB-733	10-12	12/09/98				25.7	5.49	55.4	49.9
SB-734	12-14	12/09/98				0.309			
SB-735	10-12	12/10/98				0.172	7.07	1.15	13.46
SB-736	6-8	12/08/98				0.314			
SB-739	6-8	12/09/98	<i>634</i>				1.81		6.02
PZ-702	14-16	12/09/98				259	168	572	599
PZ-703	16-18	12/08/98				1.49	10.6		

**Notes:**

- 1) Concentrations in italics are above the Groundwater Pathway RCLs
- 2) Concentrations in bold are above the Direct Contact RCLs
- 3) The groundwater pathway RCL has been established for free cyanide only.
- 4) The groundwater pathway RCL for free cyanide is used for dissociable cyanide.
- 5) NE - not established.

**Table A.4-3 Pre-Remedial Soil Analytical Data Exceeding RCLs Table 3 of 3.**  
**Camp Marina Manufactured Gas Plant**  
**BRRTS #02-06-000095**

Sampling Location	Sampling Depth (feet)	Sampling Date	Benzo (a) anthracene	Benzo (a) pyrene	Benzo (b) fluoranthene	Benzo (k) fluoranthene	Chrysene	Dibenzo (a,h) fluoranthene	Fluoranthene	Fluorene	Indeno (1,2,3-cd) pyrene	Naphthalene	Pyrene
<b>Groundwater Pathway RCLs</b>			NE	0.47	0.48	NE	0.15	NE	88.8	14.8	NE	0.66	54.5
<b>Direct Contact RCLs</b>			0.15	0.01	0.15	1.48	14.8	0.01	2290	2290	0.15	5.15	1720
<b>Soil Samples Collected from the Unsaturated Zone</b>													
HA-701	2	07/29/98	49	17	56	32	58	13			25	10	60
SS-701	0.5	07/29/98	7.2	4.5	7.3	7.1	8.2	1.9			3.2		
TP-701	2-8	07/29/98	25	19	56	36	34	11			23	4.3	
	8-9	07/29/98		0.56	0.57		0.46						
TP-702	2-7	07/29/98	40	36	27	28	39	10	110	21	18	13	71
	7-10	07/29/98		0.71	0.71		0.59						
TP-703	4-6	07/29/98		5.1	6.8		5.6						
TP-704	3-4	07/29/98		0.13									
	7-8	07/29/98		1	0.81		0.67						
TP-705	5	07/29/98		43	190		140					19	
TP-706	1-8	07/29/98	13	11	11		13	3.6			7.6		
SB-717	11-11.5	07/29/98					0.39						
SB-718	13-13.5	07/29/98		2.2	2.3		2.2						
SB-719	11-11.5	07/29/98		3.2	3.5		3.6						
SB-720	10-10.5	07/29/98			82		93		250			170	170
<b>Soil Samples Collected from the Saturated Zone</b>													
SB-726	11-12	12/09/98		0.622	2.65		4.86						
SB-732	12-14***	12/10/98***										0.699	
	12-14***	12/10/98***										1.3	
SB-733	10-12	12/09/98		14.8	9.03		15.1					309	179
SB-734	12-14	12/09/98		14.3	10.7		13.9			20.1		5.85	66.4
SB-735	10-12	12/10/98		16.2	9.4		14.3			54.5		268	123
SB-736	6-8	12/08/98		4.64	1.77		1.54					3.56	
SB-739	6-8	12/09/98		1.22	1.14		1.54					1.68	
PZ-702	14-16	12/09/98		47.8	44.5		60.2					1,400	729
PZ-703	16-18	12/08/98										10.7	

Notes:

- 1) Concentrations in italics are above the Groundwater Pathway RCLs
- 2) Concentrations in bold are above the Direct Contact RCLs
- 3) \*\*\* - The laboratory surrogate recovery was below laboratory limits. The sample was re-extracted past hold time and analyzed. Both results are reported.
- 4) NE - not established.

**Table A.4-4 Post-Remedial Soil Analytical Data Exceeding RCLs Table 1 of 1.**  
**Camp Marina Manufactured Gas Plant**  
**BRRTS #02-06-000095**

Sample ID	Approximate Elevation (Feet, Mean Sea Level)	Date	Volatile Organic Compounds (mg/kg)													mg/kg	
			Benzene	Toluene	Benzo(a)anthracene [c]	Benzo(a)pyrene [c]	Benzo(b)fluoranthene [c]	Benzo(k)fluoranthene [c]	Chrysene [c]	Dibenzo(a,h)anthracene [c]	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene [c]	Naphthalene	Pyrene	Total Lead	Total Cyanide <sup>7</sup>
<b>Groundwater Pathway RCLs</b>			<i>0.005</i>	<i>1.11</i>	<i>NE</i>	<i>0.47</i>	<i>0.48</i>	<i>NE</i>	<i>0.15</i>	<i>NE</i>	<i>88.8</i>	<i>14.8</i>	<i>NE</i>	<i>0.66</i>	<i>54.5</i>	<i>27</i>	<i>NE</i>
<b>Direct Contact RCLs</b>			<b>1.49</b>	<b>818</b>	<b>0.15</b>	<b>0.01</b>	<b>0.15</b>	<b>1.48</b>	<b>14.8</b>	<b>0.015</b>	<b>2290</b>	<b>2290</b>	<b>0.15</b>	<b>5.15</b>	<b>1720</b>	<b>400</b>	<b>26.4</b>
<b>Soil Samples Collected from the Unsaturated Zone</b>																	
EZ-102 <sup>5</sup>	580	12/15/2000	<i>0.3</i>		<b>1.5</b>	<b>3.27</b>	<b>2.92</b>	<b>1.89</b>	<i>1.76</i>	<b>0.563</b>			<b>1.42</b>			<b>29</b>	<b>33</b>
EZ-103 <sup>5</sup>	580	12/15/2000	<i>0.577</i>		<b>40.5</b>	<b>41.4</b>	<b>50.5</b>	<b>31.4</b>	<b>39.4</b>	<b>8.32</b>		<b>31.5</b>	<b>20</b>	<b>4.65</b>	<b>65.4</b>	<b>363</b>	<b>579</b>
EZ-104 <sup>5</sup>	580	12/15/2000	<i>0.045</i>		<b>2.33</b>	<b>2.32</b>	<b>3.08</b>	<b>2.19</b>	<b>2.3</b>	<b>0.556</b>			<b>1.42</b>				
EZ-201 <sup>5</sup>	Excavated	11/27/2000	<i>0.066</i>													<b>423</b>	
EZ-202 <sup>5</sup>	Excavated	11/27/2000														<b>192</b>	<b>250</b>
EZ-203 <sup>5</sup>	Excavated	11/27/2000	<i>0.068</i>													<b>510</b>	<b>411</b>
EZ-205 <sup>5</sup>	601	4/2/2001			<b>0.663</b>	<b>0.742</b>	<b>1.0</b>		<i>0.786</i>								<b>81</b>
EZ-206 <sup>5</sup>	601	4/2/2001			<b>1.73</b>	<b>1.79</b>	<b>1.99</b>	<b>2.7</b>	<i>1.96</i>								<b>31</b>
EZ-301 <sup>5</sup>	580	12/5/2000			<b>4.85</b>	<b>4.17</b>	<b>4.445</b>	<b>4.3</b>	<b>5.22</b>	<b>0.98</b>			<b>2.59</b>			<b>346</b>	<b>93</b>
EZ-302 <sup>5</sup>	580	12/5/2000			<b>6.73</b>	<b>4.37</b>	<b>7.67</b>	<b>5.61</b>	<b>7.68</b>	<b>1.19</b>			<b>3.29</b>			<b>230</b>	<b>241</b>
EZ-401 <sup>6</sup>	580	11/30/2000	<i>0.284</i>		<b>1.17</b>	<b>1.29</b>	<b>1.32</b>		<i>1.47</i>					<i>0.949</i>		<b>1,010</b>	
EZ-402 <sup>6</sup>	580	11/30/2000	<b>5.49</b>	<b>3.57</b>	<b>173</b>	<b>157</b>	<b>168</b>	<b>105</b>	<b>153</b>	<b>25.6</b>	<b>431</b>	<b>48.4</b>	<b>86</b>	<b>10.9</b>	<b>358</b>	<b>60</b>	
EZ-403 <sup>6</sup>	578	11/30/2000	<i>0.579</i>		<b>9.62</b>	<b>12.3</b>	<b>14.5</b>	<b>8.14</b>	<b>9.97</b>	<b>2.25</b>			<b>7.01</b>	<b>2.5</b>		<b>168</b>	<b>42</b>
EZ-404 <sup>6</sup>	580	11/30/2000			<b>3.9</b>	<b>3.61</b>	<b>3.4</b>	<b>2.95</b>	<b>3.97</b>				<b>1.65</b>	<b>0.886</b>		<b>62</b>	
EZ-405 <sup>6</sup>	580	11/30/2000	<i>0.371</i>		<b>18.7</b>	<b>18.2</b>	<b>25.9</b>	<b>14.6</b>	<b>19.4</b>	<b>3.4</b>			<b>8.07</b>	<b>3.23</b>		<b>229</b>	<b>113</b>

Notes:

- 1) Concentrations in italics are above the Groundwater Pathway RCLs
- 2) Concentrations in bold are above the Direct Contact RCLs
- 3) [c]= carcinogenic PAH, classified as B2 probable human carcinogen
- 4) NE = not established
- 5) Locations EZ-101 to EZ-302 were either excavated or are covered with geosynthetic and/or earthen cover.
- 6) Locations EZ-401 to EZ-405 in river bank area remediated during 2011 USEPA time-critical removal action.
- 7) The groundwater pathway RCL has been established for free cyanide only.

**EXHIBIT A**  
**INSPECTION LOG FORM**



VIII

R. C. No. \_\_\_\_\_ - 13 - 14. By SALARIES AND GRIEVANCES. May 20, 2013.

Your Committee to whom was referred Res. No. 8-13-14 by Alderperson Donohue amending the City of Sheboygan Compensation Program for Non-Represented Employees so as to change the date for annual performance reviews in certain circumstances and to add the Merit Adjustment form; recommends that the Resolution be passed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

5.1

Res. No. 8 13 - 14. By Alderperson Donohue. May 6, 2013.

A RESOLUTION amending the City of Sheboygan Compensation Program for Non-Represented Employees so as to change the date for annual performance reviews in certain circumstances and to add the Merit Adjustment Form.

RESOLVED:

- 1) That the Common Council hereby amends the City of Sheboygan Compensation Program for Non-Represented Employees so as to provide that the date of the change in position, where an employee receives a mid-year promotion or demotion which increases or decreases the employee's pay, replaces their anniversary date as the effective date for their annual performance review, thus becoming their new 12-month review date.
- 2) That the Common Council hereby amends the City of Sheboygan Compensation Program for Non-Represented Employees so as to provide that the Merit Adjustment Form allows the supervisors to identify the appropriate application of the merit and/or incentive adjustment regarding an increase to base pay and/or a one-time lump sum. Copies of the affected pages of the current program document reflecting these changes are attached hereto for reference.

*Salv  
Gried  
approve.*

*Regynne Nowlan*

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

increase in July 2012. Moving into 2013, the City Council approved a 2% increase to the salary budget. However, a merit increase isn't automatic. It must be earned.

Each employee will receive a performance review based on their employment anniversary. *If the employee receives a mid-year promotion or demotion which increases or decreases their pay, the date of the change in position replaces their anniversary date for their review, thus becoming their new 12-month review date.* The review form has 4 categories of performance: Unacceptable, Below, Successfully Achieved and Exceeds. See Exhibit #3, Yearly Performance Appraisal.

Goals are also established during the evaluation process, primarily by the supervisor with input from the employee. Wherever possible, goals are SMART (Specific, Measurable, Attainable, Relevant, and Time-bound). For exempt positions, the Goals Template (Exhibit #4) needs to be used. For non-exempt and hourly positions, the supervisor has the discretion to use either the goals template or the communication form located on the 2<sup>nd</sup> page of the Performance Evaluation Form.

## **A. MERIT ADJUSTMENTS BASED ON PERFORMANCE EVALUATIONS**

Merit adjustments are granted to employees to encourage efficiency and to reward performance when the City's economic conditions permit. Merit increases are not automatic; nor does an employee acquire any right to an increase because of length of service or time in a job. Merit adjustments are based upon his/her supervisor's appraisal of the employee's performance in relation to established performance standards and goals. A merit adjustment should reflect a performance level that has been consistently demonstrated over a meaningful period of time, typically 12 months. If merit adjustments are awarded to the employee based on their performance, any pay increase will be issued on the first payroll following their employment anniversary.

### **1. Establishment of the Merit Increase Budget**

The overall funding for the Merit Increase program budget shall be determined by the Common Council on an annual basis, following recommendation by the Human Resources Manager with approval of the Salaries and Grievances Committee. The size of the budget will be based primarily on the economic conditions currently experienced by the City and any other factors deemed relevant by the Common Council.

### **2. Merit Increase Amount**

Once the budget has been approved, it is up to each supervisor and/or department head to approve the amount granted to the employee. The City establishes the percentage guidelines in the merit adjustment on an annual basis and the amounts, therefore, are subject to change. The amount identified in 2013 is 2%. This amount shall remain in effect until replaced by the Common Council.

All merit increase adjustments shall be based on documented performance with higher increase percentages being reserved for higher performance. The actual size of the merit increase shall follow the percentage guidelines in the Merit Adjustment Schedule found in Exhibit #8. All merit adjustment requests made by department heads for individual employees are subject to appropriate documentation which is reviewed by the Human Resources Manager.

### **3. Delayed or Denied Merit Adjustments**

Department heads may deny or delay merit adjustments if employees are not performing in a fully capable manner. When merit adjustments are delayed or denied, a plan of action for improvement and a target date shall be set by the supervisor. Special performance appraisals are conducted when improvements have been noted or when the target date has been reached. Under no circumstance shall the period of time be shorter than three (3) months or longer than the employee's next scheduled review date. If the employee is then performing in a fully capable manner, the merit adjustment deemed appropriate by the department head may be granted. No adjustment shall be given on a retroactive basis, however. The decision to grant or deny a delayed merit adjustment must be made within thirty (30) days of the employee's review date.

Employees normal review dates are not advanced by this denial/delay.

### **4. Merit Increases Effective Date**

Except in the case of delayed or denied increases, the effective date of the merit adjustment increase shall be applied at the beginning of the next applicable payroll following the employee's anniversary date *or revised review date based on a promotion / demotion* (all salaries and wages shall be paid biweekly for salaries and wages earned during the biweekly period preceding the most current biweekly period (i.e. two-week holdback).

### **5. Performance Appraisal Appeal Process**

Following a completed Performance Evaluation, the supervisor will notify the employees of the appropriate merit adjustment. If the employee is not in agreement with the merit adjustment identified, the employee may request a meeting with the Department Head. If the employee continues to be dissatisfied, the employee may request a meeting with the Human Resources Manager. A final appeal will be allowed in front of the Salaries and Grievances Committee. The employee will need to complete a *Notice of Evaluation Appeal Form* (Exhibit#6) which is then submitted to the Human Resources Manager. The Human Resources Manager will promptly submit the Notice of Evaluation Appeal Form to the Salaries and Grievances Committee. The Salaries and Grievances Committee will schedule a meeting with the employee and the employee's department head to hear the employee's appeal, after which the Salaries and Grievances Committee will either confirm the recommended merit adjustment or approve a new merit adjustment for the employee based upon additional objective facts. The decision will be confirmed in writing to the employee as indicated on the Salaries and Grievances Committee's Merit Adjustment Form, and this decision shall be final.

The fact that an employee has requested a further review by the Salaries and Grievances Committee shall not, in any way, affect the employee's position within the department or as an employee of the City of Sheboygan.

### **6. Retroactivity**

Employees terminating employment for any reason prior to Common Council adoption of an adjustment to the terms and conditions of their employment are not entitled to any retroactive application of that adjustment.



## MERIT ADJUSTMENT FORM

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

TO: Human Resources / Payroll

RE: \_\_\_\_\_  
Employee Name (Please Print)                      Employee Number

\_\_\_\_\_  
Current Title

\_\_\_\_\_  
Merit Increase Percent      Increase to Base      Lump Sum

\_\_\_\_\_  
Incentive Bonus (Goals)      Increase to Base      Lump Sum

APPROVAL: \_\_\_\_\_  
Supervisor    Department Head Approval

The merit adjustment for this employee is indicated above. Please include a copy of this form with the completed Performance Evaluation Form in his/her personnel file. Any questions should be directed to Human Resources.

---

Payroll / HR Purposes Only

\_\_\_\_\_ Employee Anniversary Date

\_\_\_\_\_ Start-Date of Pay Increase                      \_\_\_\_\_ Amount of lump-sum

**IX**

R. C. No. \_\_\_\_\_ - 12 - 13. By LAW AND LICENSING. May 20, 2013.

Your Committee to whom was referred Gen. Ord. No. 2-13-14 by Alderperson VanderWeele amended subsection (c) of Section 130-58 of the City of Sheboygan Municipal Code so as to update the fee for a taxicab driver's license; recommends that the attached Substitute Ordinance be passed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Subs. of Gen. Ord. No. 2 - 13 - 14. By Alderperson VanderWeele.  
May 20, 2013.

AN ORDINANCE amending subsection (c) of Section 130-58 of the City of Sheboygan Municipal Code so as to update the fee for a taxicab driver's license.

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

Section 1. Section 130-58 of the Sheboygan Municipal Code, entitled "Fees," is hereby repealed and re-created in subsection (c) thereof to read as follows:

"Sec. 130-58. Fees.

...

(c) The fee for a taxicab driver's license required by this division shall be \$17.00 per year or fractional part thereof."

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

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

~~IX~~

7.2

Gen. Ord. No. 2 - 13 - 14. By Alderperson Van Der Weele. May 6, 2013.

AN ORDINANCE amending subsection (c) of Section 130-58 of the City of Sheboygan Municipal Code so as to update the fee for taxicab.

Section 1. Section 130-58 of the Sheboygan Municipal Code, entitled "Fees," is hereby repealed and re-created in subsection (c) thereof to read as follows:

"Sec. 130-58. Fees.

...

(c) The fee for a taxicab driver's license required by this division shall be \$17.00 per year or fractional part thereof."

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

*Law & Licensing*

Joel Vanderveer

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**IX**

R. C. No. \_\_\_\_\_ - 13 - 14. By SALARIES AND GRIEVANCES. May 20, 2013.

Your Committee to whom was referred Gen. Ord. No. 4-13-14 by Alderperson Donohue amending Sec. 29-75 of the 1975 Sheboygan Municipal Code so as to add a position to the Police Department Table of Organization; recommends that the Ordinance be passed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

XI

**V**

Other Matters

8.5

Gen. Ord. No. 4- 13 - 14. By Alderperson Donohue. May 6, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add a position to the Police Department Table of Organization.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section D.4. Police Department as follows:

Class Title	Job Code	Class Grade	NO. Employees
POLICE DEPARTMENT			

4. Administration Division

Telecommunicator Trainee	C10701A	4	
--------------------------	---------	---	--

Section 2. The new job description for the Telecommunicator Trainee is attached, and copies of which shall be on file in the offices of the City Clerk, Human Resources Department, and City Finance.

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

*Salaries & Incentives approved.*

*[Signature]*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

CITY OF SHEBOYGAN

TELECOMMUNICATOR TRAINEE  
Grade 04

CODE C10701A

---

Reports to: Police Dept	Department:	Police Department
Classification: Non-Exempt	Division:	Non Represented
Date: 5/6/2013	Approved:	

---

Nature of Work:

Responsible for answering incoming emergency calls and providing accurate and efficient communications to dispatch police, fire, and emergency services within the City. The work includes taking and following-up on or referring complaints and monitoring other communication systems for emergency calls. Employees work under the day-to-day supervision of the Lead Telecommunicator and the Lieutenant in charge of Administrative Services or in his absence the Officer in Charge. Performs clerical and other related work as required.

Typical Duties: (These examples do not list all the duties which may be assigned.)

- 1.\* Answers all emergency phone calls and responds by dispatching appropriate police, fire, medical, or other emergency units.
- 2.\* Maintains radio contact with emergency units and receives, transmits, and interprets emergency and non-emergency radio messages from all emergency units of the City and County and all other jurisdictions outside of the County. Routes all teletype messages received to the proper destination.
- 3.\* Takes complaints over the phone and at the counter, reviews complaints on file for follow-up and teleservicing and adjusts complaints or supplies information explaining involved department procedures, making decisions based on precedent and regulations.
- 4.\* Composes and transmits, receives and interprets teletype messages to other law enforcement departments and government agencies and operates CRT to obtain information.
- 5.\* Operates multi-channel electronic recording and playback unit.
- 6.\* Keeps accurate records and logs of vehicle mileage, gas and oil consumption, use time of portable radios, etc., and charges same according to need.
- 7.\* Monitors alarm systems and TV screens and takes proper action as necessary.
- 8.\* Receives fines and fees, issues receipts and performs other police related clerical work at the police information counter.

## **\*Essential Functions**

### **Minimum Qualifications:**

1. High school diploma or a GED certificate recognized by the Wisconsin Department of Public Instruction plus two years of related experience or any equivalent combination of experience and training which provides the necessary knowledge and abilities.
2. Ability to promptly analyze and evaluate emergency situations and effect an accurate course of action.
3. Adequate understanding of the capabilities of the total police and fire communications system and the knowledge of what course of action to take in case of equipment failure. Must be capable of intelligently communicating the necessary information in regard to these failures to the proper parties.
4. Working knowledge of the layout of the City and surrounding areas.
5. Knowledge of Federal Communications Commission rules and regulations.
6. Ability to reduce rambling and disconnected information into concise and accurate messages.
7. Ability to operate telecommunication equipment, CRT's and keep accurate records and reports, and perform clerical work.
8. Ability to obtain a satisfactory grade on a typing test, prefix tape a test for dispatchers, voice test, report writing and psychological test(s).
9. Ability to communicate and interact effectively with the public and co-workers in a cooperative manner.
10. Must have clear and precise speech and ability to enunciate correctly and clearly.
11. Must be temperamentally, emotionally, and physically capable of meeting extremely stressful situations, and in a pleasant acceptable manner that would not be offensive to the general public.

II

R. O. No. \_\_\_\_\_ - 13 - 14. By ASSISTANT CITY ATTORNEY. May 20, 2013.

Submitting a Memo in Support of Findings of the Law and Licensing Committee regarding Roxana Ramirez, holder of City of Sheboygan Taxicab Driver's License No. 9748.

\_\_\_\_\_  
Assistant City Attorney

IN THE MATTER OF A QUASI-JUDICIAL  
HEARING TO DETERMINE WHETHER  
TAXICAB DRIVER'S LICENSE NO. 9748  
(ROXANA RAMIREZ) SHALL BE SUSPENDED  
OR REVOKED

---

**MEMO IN SUPPORT OF FINDINGS OF THE  
LAW & LICENSING COMMITTEE**

---

On May 14, 2013, the Law & Licensing Committee of the Common Council held a quasi-judicial hearing with regard to a complaint filed against Roxana Ramirez, holder of City of Sheboygan Taxicab Driver's License No. 9748. The complaint is attached and made a part of this brief.

Pursuant to §125.12 (2)(b)(3), Wis. Stats., the prosecutor and the licensee may file written memos in support of their position. The following is the prosecution's memo in support of those findings.

At the hearing, each of the counts in the complaint were proven and found by the Law and Licensing Committee to be true and correct and thus, should be considered by the Committee and Council in their determinations as to penalty. Ramirez herself admitted the violations in Counts 1, 2, and 7. Certified copies of municipal court judgments finding Ramirez guilty of the violations in Counts 1 and 7 were offered as evidence and accepted by the committee without objection. Officers Christopher Stephen and Spencer Wilson testified regarding their observations.

After deliberation, and as a result of Ramirez's admissions, the documentary evidence, and the testimony of the officers, the committee found each fact in the complaint to be true. The parties had made arguments regarding the proper penalty, and the committee recommended the immediate revocation of the taxicab driver's license and that the cost of the proceedings be imposed on Ramirez.

The penalty recommended by the committee is appropriate, especially given the serious nature of the violations, the fact that the violations occurred while Ramirez had a fare with her, the defendant's absolute lack of respect for the law and law enforcement, and the deleterious effects of these behaviors on the reputation of taxicab businesses in the City and on the City and its businesses as a whole. Thus, the prosecution requests that the council affirm and adopt the recommendations of the committee.

Dated this 16<sup>th</sup> day of May, 2013

---

Charles C. Adams  
Prosecutor

IN THE MATTER OF A  
QUASI-JUDICIAL HEARING  
TO DETERMINE WHETHER  
TAXICAB DRIVER'S LICENSE  
NO. 9748 SHALL BE REVOKED

COMPLAINT

---

The undersigned assistant city attorney and resident of the City of Sheboygan, Charles C. Adams, being first duly sworn under oath, alleges on information and belief, that on February 26, 2013, Roxanna Ramirez did the following:

- Count 1: Operated a motor vehicle without having a Wisconsin Driver's License on her person, in violation of §343.18(1), Wis. Stats., as adopted in §70-1, Sheboygan Municipal Code.
- Count 2: Operated a motor vehicle without having in her possession a City of Sheboygan taxicab driver's license, in violation of §130-57(c)(1), Sheboygan Municipal Code.
- Count 3: Engaged in disorderly conduct, in violation of §70-202, Sheboygan Municipal Code, while operating a taxicab in the City of Sheboygan.
- Count 4: Possessed narcotics without a prescription, a felony, in violation of §961.41(3g)(am), Wis. Stats., while operating a taxicab in the City of Sheboygan.
- Count 5: Possessed drug paraphernalia, in violation of §961.573(1), Wis. Stats., while operating a taxicab in the City of Sheboygan.
- Count 6: Operated a motor vehicle without having a properly posted taxi fare schedule, in violation of §130-59(d), Sheboygan Municipal Code.
- Count 7: Entered a city park after hours, in violation of §74-41(b), Sheboygan Municipal Code, while operating a taxicab in the City of Sheboygan.

Pursuant to §130-63, Sheboygan Municipal Code, said violations subject the license to revocation by the Common Council after notice and opportunity for a hearing.

WHEREFORE, the undersigned requests that the Common Council for the City of Sheboygan suspend or revoke taxicab driver's license No. 9748 issued by the City of Sheboygan, Wisconsin.

Dated this 30th day of April, 2013.

---

Charles C. Adams  
ASSISTANT CITY ATTORNEY  
City of Sheboygan

Subscribed and sworn to before me  
this 30th day of April 2013.

---

Notary Public-State of Wisconsin  
My commission expires \_\_\_\_\_

II

R. O. No.           - 13 - 14. By ASSISTANT CITY ATTORNEY. May 20, 2013.

Submitting a Memo in Support of Findings of the Law and Licensing Committee regarding VIP Taxi, holder of City of Sheboygan Taxicab Business License No. 2847.

\_\_\_\_\_  
Assistant City Attorney

II

IN THE MATTER OF A QUASI-JUDICIAL  
HEARING TO DETERMINE WHETHER  
TAXICAB BUSINESS LICENSE NO. 2847  
(VIP TAXI, ABRAHAM LOYA, AGENT)  
SHALL BE SUSPENDED OR REVOKED

---

**MEMO IN SUPPORT OF FINDINGS OF THE  
LAW & LICENSING COMMITTEE**

---

On May 14, 2013, the Law & Licensing Committee of the Common Council held a quasi-judicial hearing with regard to a complaint filed against VIP Taxi, holder of City of Sheboygan Taxicab Business License No. 2847. The complaint is attached and made a part of this brief.

Pursuant to §125.12 (2)(b)(3), Wis. Stats., the prosecutor and the licensee may file written memos in support of their position. The following is the prosecution's memo in support of those findings.

At the hearing, Counts 4-9 of the complaint were proven and found by the Law and Licensing Committee to be true and correct and thus, should be considered by the Committee and Council in their determinations as to penalty. There was insufficient evidence to prove Counts 1-3. Abraham Loya, the agent for VIP Taxi, himself admitted the truth of Counts 5-9, and that he did not have a taxicab driver's license on September 8, 2012, as alleged in Count 4. Certified copies of municipal court judgments finding Loya guilty of the violations in Counts 5-7 and finding Loya's employee, Randal Knabe, guilty of the violations in Counts 8 and 9, were offered as evidence and accepted by the committee without objection. Officer Nathan Wagner and Assistant City Clerk Cinda Langhoff also testified.

After deliberation, and as a result of Loya's admissions, the documentary evidence, and the testimony of the witnesses, the committee found each fact in Counts 4-9 of the complaint to be true. The parties had made arguments regarding the proper penalty, and the committee recommended the revocation of the taxicab driver's license to begin within 14 days. Additionally, the committee recommended that the costs of the proceeding be imposed on Loya.

The penalty recommended by the committee is appropriate, especially given the serious nature of the violations, the lengthy period of time over which the violations occurred, Loya's failure to change business practices in response to ongoing violations, police concerns about the ability of this business owner to conform to the law, and the deleterious effects of these behaviors on the reputation of taxicab businesses in the City and on the City and its businesses as a whole. Thus, the prosecution requests that the council affirm and adopt the recommendations of the committee.

Dated this 16<sup>th</sup> day of May, 2013

---

Charles C. Adams  
Prosecutor

IN THE MATTER OF A  
QUASI-JUDICIAL HEARING  
TO DETERMINE WHETHER  
TAXICAB BUSINESS LICENSE  
NO. 2847 (VIP TAXI,  
ABRAHAM LOYA, AGENT)  
SHALL BE REVOKED

COMPLAINT

---

The undersigned assistant city attorney and resident of the City of Sheboygan, Charles C. Adams, being first duly sworn under oath, alleges on information and belief, that:

- Counts 1 thru 3: On January 1, 2, and 3, 2013, as holder of a taxicab business license, Abraham Loya permitted the operation of taxicabs without taxi meters that have been properly inspected, certified, and sealed, in violation of §130-56(c), Sheboygan Municipal Code.
- Count 4: On September 8, 2012, Abraham Loya transported passengers within the city limits without first obtaining a taxicab driver's license, in violation of §130-56(c), Sheboygan Municipal Code.
- Count 5: On January 29, 2013, Abraham Loya operated a taxicab within the city limits without first obtaining a taxicab driver's license, in violation of §130-56(c), Sheboygan Municipal Code.
- Count 6: On January 29, 2013, Abraham Loya operated a taxicab within the city without the proper signage, in violation of §130-59(e)(2), Sheboygan Municipal Code.
- Count 7: On August 10, 2012, while operating a taxicab within the city of Sheboygan, Abraham Loya failed to stop at a stop sign, in violation of §346.46, Wis. Stats., as adopted by §70-1, Sheboygan Municipal Code.
- Count 8: On May 5, 2012, Randall Knabe transported a passenger for hire on behalf of and on the behest of VIP Taxi without first obtaining a taxicab driver's license from the common council, in violation of §130-56(c), Sheboygan Municipal Code.
- Count 9: On May 5, 2012, Randall Knabe transported a passenger for hire on behalf of and on the behest of VIP Taxi while his driver's license was revoked, §344.43(1)(b), Wis. Stats., as adopted by §70-1, Sheboygan Municipal Code.

Pursuant to §130-63, Sheboygan Municipal Code, said violations subject the license to revocation by the Common Council after notice and opportunity for a hearing.

WHEREFORE, the undersigned requests that the Common Council for the City of Sheboygan suspend or revoke taxicab business license No. 2847 issued by the City of Sheboygan, Wisconsin.

Dated this 30th day of April, 2013.

---

Charles C. Adams  
ASSISTANT CITY ATTORNEY  
City of Sheboygan

Subscribed and sworn to before me  
this 30th day of April 2013.

---

Notary Public-State of Wisconsin  
My commission expires \_\_\_\_\_

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. May 20, 2013.

Submitting a Notice of Claim and Claim Pursuant to \$893.80, Wis. Stats., providing notice to the Redevelopment Authority of the City of Sheboygan regarding the Bon-Ton Department Stores, Inc.

  
\_\_\_\_\_  
City Clerk

Claim # ~~113~~ 34-12  
L.S. Schroeder  
4-17-13

**NOTICE OF CLAIM AND CLAIM  
PURSUANT TO § 893.80, WIS. STATS.**

RFR 17'13 AM 10:22

To: The Redevelopment Authority of the City of Sheboygan  
Attn: Chairperson Roberta Filicky-Peneski or current Chairperson or Secretary  
828 Center Avenue, Suite 203, City Hall  
Sheboygan, Wisconsin 53081

And

City Clerk Sue Richards  
City of Sheboygan  
828 Center Avenue, Suite 100, City Hall  
Sheboygan, Wisconsin 53081

*Rob J*  
4/17/13 Time 10:00 AM PM  
L.S. Schroeder  
828 Center Ave, Sheboygan  
Personal  Substitute  Corporate

Pursuant to Wis. Stat. §893.80, Claimant The Bon-Ton Department Stores, Inc. (hereinafter "Bon-Ton"), by its attorneys, provides notice to the Redevelopment Authority of the City of Sheboygan (hereinafter "Municipality"), that it has sustained injury and damages as a result of the Municipality's failure to fulfill its obligations under a Parking Agreement it entered into on or about October 18, 1983. The circumstances giving rise to Bon-Ton's claim for damages are more fully described in a Notice of Circumstances Giving Rise to Claim for Damages (hereinafter "Notice"), dated March 8, 2013. That Notice was previously served on the Municipality. It is incorporated herein by reference and attached hereto as Exhibit A.

**Name and Address of Claimant:**

The Bon-Ton Department Stores, Inc., 2801 E. Market Street, York, PA 17402

**Itemized Statement of the Relief Sought:**

As a result of the Municipality's failure and Bon-Ton has suffered damages totaling \$382,495 in cost itemized as follows:

Asphalt replacement/excavation:	\$135,547
Waterproofing repairs:	\$164,423
Expansion joint repair/replacement:	\$46,525
Concrete repair:	\$15,000
Water damage remediation:	\$21,000
<b>TOTAL:</b>	<b>\$382,495</b>

*Stene M wants this as a doc & sent to council.  
This is a follow-up to RD 391-12-13 a notice of circumstances (attached)*  
*Linda*

Bon-Ton reserves the right to notify the Municipality of other specified items of damages sustained by Bon-Ton as it becomes aware of such losses.

The Municipality is hereby notified that Bon-Ton demands satisfaction for the above-described damages sustained by Bon-Ton.

Dated this 15<sup>th</sup> day of April, 2013.

**MURPHY DESMOND S.C.**  
Attorneys for Claimant The Bon-Ton  
Department Stores, Inc.

By: *Lawrence E. Bechler*  
Lawrence E. Bechler  
State Bar No. 1016711  
Mario D. Mendoza  
State Bar Number: 1023879  
33 East Main Street, Suite 500  
P.O. Box 2038  
Madison, WI 53701-2038  
(608) 257-7181

cc: City Attorney Stephen G. McLean  
Mayor Terry Van Akkeren

4838-0475-3171, v. 1

**NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM  
FOR DAMAGES PURSUANT TO § 893.80, WIS. STATS.**

APR 17 '13 AM 10:23

To: The Redevelopment Authority of the City of Sheboygan  
Attn: Chairperson Roberta Filicky-Peneski  
828 Center Avenue, Suite 203, City Hall  
Sheboygan, Wisconsin 53081

And

City of Sheboygan  
Attn: Mayor Terry Van Akkeren  
828 Center Avenue, Suite 301, City Hall  
Sheboygan, Wisconsin 53081

PLEASE TAKE NOTICE that The Bon-Ton Department Stores, Inc (hereinafter "Bon-Ton"), by its attorneys, claims the circumstances giving rise to a claim are as follows:

On or about October 18, 1983, The Redevelopment Authority of the City of Sheboygan (hereinafter "Municipality") entered into a Parking Agreement (hereinafter "Agreement") with H.C. Prange Company. The provisions of the Agreement are binding upon and inure to the benefit of the parties to the Agreement and their respective successors and assigns. Bon-Ton is a successor and assign of H.C. Prange Company.

The Agreement imposed certain obligations on the Municipality in the operation, maintenance and repair of certain parking lots (hereinafter "Parking Lots") referenced in the Agreement. These obligations have at all relevant times included, but not limited to, the following:

Municipality covenants and agrees that, at all times during the term of this agreement, it shall operate and maintain the "Parking Lots" as follows:

- (1) in accordance with the terms and provisions of this agreement and in a clean, safe and sightly manner, properly drained and reasonably free from snow and ice, consistent with the standards of other first-class shopping center parking lots in the State of Wisconsin;

\*\*\*\*

- (4) provide that the "Parking Lots" (including, without limitation, all other equipment in the "Parking Lots") shall be kept and maintained in good and safe condition, repair and appearance.
- (5) with reasonable promptness cause to be made all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the "Parking Lots" or any part thereof, in order to keep and maintain the "Parking Lots" in good, safe, slightly and sanitary condition and appearance . . . .


Bon-Ton has notified the Municipality that the Parking Lots have been improperly draining, resulting in water and moisture reaching a structure occupied by Bon-Ton. The occurrence of such improper drainage caused damages to components of the structure occupied by Bon-Ton. Such damage will require significant repairs. In addition, the water and moisture that has reached the structure occupied by Bon-Ton has also caused damage to its contents. Bon-Ton notified the Municipality that the Municipality had failed to fulfill its maintenance and repair obligations pursuant to the Agreement. Bon-Ton also notified the Municipality that it was responsible for the aforesaid damages pursuant to the Agreement. Bon-Ton and the Municipality subsequently engaged in discussions and investigation regarding the aforesaid improper drainage and damage.

By a letter dated January 4, 2013, the Municipality informed Bon-Ton that it would not undertake or pay its proportionate share of the necessary repairs associated with the aforesaid improper drainage and related damage. Consequently, the Municipality has committed a breach and default of the provisions of the Agreement.

As relief, Claimant seeks payment of damages resulting from the aforesaid breach and default by the Municipality of its obligations pursuant to the Agreement. Those damages will be detailed separately in a claim document containing an itemized statement of the relief sought. This Notice should be construed as a notice of injury only and not as a notice of claim.

Dated this 8<sup>th</sup> day of March, 2013.

**MURPHY DESMOND S.C.**  
Attorneys for Claimant The Bon-Ton  
Department Stores, Inc.

By:   
Lawrence E. Bechler  
State Bar No. 1016711  
Mario D. Mendoza  
State Bar Number: 1023879  
33 East Main Street, Suite 500  
P.O. Box 2038  
Madison, WI 53701-2038  
(608) 257-7181

cc: City Attorney Stephen G. McLean  
City Clerk Sue Richards

4824-1823-4131, v. 1

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. May 20, 2013.

Submitting a communication from Shane Hall stating that he wishes to report a noise disturbance from Rehab Bar & Grill located at 1450 S. 8<sup>th</sup> St.

*Susan Richards*

---

City Clerk

II

Handwritten text, possibly a signature or name, located in the lower-left quadrant of the page.

MAY 13 '13 PM12:32

May 13, 2013

Shane Hall stopped at the City Clerk's counter to report a noise disturbance from Rehab Bar & Grill located at 1450 S 8<sup>th</sup> St. He has reported this problem to the police department at least 5 times.

Shane lives four doors south of Rehab.

Friday & Saturday, May 10<sup>th</sup> & 11<sup>th</sup>, the music was extremely loud until closing time.

Shane is unable to spell and read. Linda Schroeder, Deputy Clerk, typed this letter for him.


Shane Hall

*Shane Hall*

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. May 20, 2013.

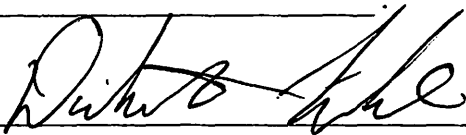
Submitting a communication from Dakota Knabe requesting a waiver from the Sex Offender Residency restrictions in order to live at 2331A N. 15<sup>th</sup> St.

  
\_\_\_\_\_  
City Clerk

Date 8-7-13

My name is Dakota Knabe

I am requesting a waiver to the Sexual Residency Requirements so I may live at 2331A N 15th street

Signature 

Phone No 920-~~687~~-3561  
627

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. May 20, 2013.

Submitting a communication from Nemschoff Chairs, Inc., requesting an encroachment on the dead end road right-of-way, of S. 22<sup>nd</sup> St. (facility is located at 2218 Julson Ct.).



\_\_\_\_\_  
City Clerk

Nemschoff

April 16, 2013

City of Sheboygan Common Council


Council;

*Inc.*  
Nemschoff Chairs Manufacturing Facility, located at 2218 Julson Court, has in the past four years added several new employees as the result of consolidation of two smaller Health care furniture companies, the first from Auburn, WA, added 45 new employees. The second, from Sioux Center, IA, added another 55 new employees. Consolidation has Strengthened the company in Sheboygan, however, placing a strain on the parking areas for our employees.

Nemschoff Chairs Inc. is in the process of Requesting a lease agreement on a parcel of City owned land, amending a current lease agreement between the City of Sheboygan, and Nemschoff Chairs Inc to expand an employee parking lot.

To enable this plan to work, Nemschoff is requesting an Encroachment on the dead end road right of way, of South 22<sup>nd</sup> Street. If approved, Nemschoff intends to improve and maintain the property, as spelled out in both the Conditional use permit with the City of Sheboygan, and permit IP-SE-2012-60-03442, with Wisconsin department of Natural Resources. Nemschoff, has completed, as requested by the City of Sheboygan, Storm water plans, Wisconsin DNR approvals, and accepted plans with the City of Sheboygan water utility. We have attached a drawing and legal description of the proposed encroachment adjacent to lot 1 in block 25 in Lyman's addition to the City of Sheboygan, Sheboygan County, Wisconsin.

Sincerely,

  
Brian Schroeder  
Vice President Operations

## Rick Neerhof

---

**From:** McLean, Steve <smclean@ci.sheboygan.wi.us>  
**Sent:** Wednesday, April 10, 2013 1:54 PM  
**To:** Rick Neerhof  
**Cc:** Hoffman, Kathryn  
**Subject:** FW: Expanded Parking Area-city owned land  
**Attachments:** Nemschoff Chairs Lease Agreement-1-1-84.pdf; Nemschoff Chairs-draft 1st amdt to lease.pdf; nemench (1).pdf; nemlease (1).pdf

459-3361

Rick: Per your request. Steve

---

**From:** McLean, Steve  
**Sent:** Tuesday, April 02, 2013 1:43 PM  
**To:** 'Kent Gawart'  
**Cc:** Biebel, David; Sazama, Ryan; Amodeo, James; Grosenick, Lee  
**Subject:** Expanded Parking Area-city owned land

Kent: Attached please find a draft of the proposed amendment to the existing lease between Nemschoff and the City, and related documents. I've attached a copy of the original lease from 1984 that would be amended, as well as a separate legal description for the added lease area. Finally, I've attached a legal description for the proposed encroachment area which is part of S. 22<sup>nd</sup> St. Paragraph 2 of the 1984 lease sets forth the annual rent calculation which is "...a sum equivalent to the annual real estate taxes which would be levied upon similar property by the City. The bare land tax of Nemschoff's adjacent riverfront property shall be used on a square foot basis to determine the tax equivalent rent." I believe the City Assessor's Office calculates this figure each year. Assuming the amendment is entered into to expand the leased premises, the additional leased area would be factored in to the rent as well.

As to the portion of S. 22<sup>nd</sup> Street that would be encroached upon, Nemschoff would need to submit an encroachment request to the City Clerk, with a copy of the drawing of the encroachment area with legal description and an explanation that the encroachment area would be used for parking lot purposes. There is a one-time fee for encroachments, currently set at \$1.50 per square foot, with a minimum of \$100. The proposed encroachment area is 3,646 square feet, resulting in a fee of \$5469.00.

Please let me know if the proposed lease amendment is acceptable as is, or if you wish any changes. Once we're in agreement as to form, we can send a resolution to the Common Council authorizing entering into the lease amendment. This resolution, together with the amendment document, would be referred to the Plan Commission for review and recommendation back to the Common Council. You could also submit the encroachment request at the same time.

Should you have any questions, please let me know.

Thanks.

Steve

**Stephen G. McLean**  
City Attorney  
City of Sheboygan  
828 Center Ave., Suite 304  
Sheboygan, WI 53081-4442  
Ph. 920-459-3917 / Fax 920-459-3919  
e-mail: [smclean@ci.sheboygan.wi.us](mailto:smclean@ci.sheboygan.wi.us)

II

R. O. No.           - 13 - 14. By CITY CLERK. May 20, 2013.

Submitting a communication from Christopher Holmes requesting a waiver from Sex Offender Residency restrictions in order to live at 1038 Geele Ave.


  
\_\_\_\_\_  
City Clerk

Date 5.14.13

My name is Christopher Holmes

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1038 Geele Ave

Shenoygan, WI

Signature 

Phone No 920-287-8144

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. May 20, 2013.

Submitting a communication from Leo Hernandez Jr. requesting a waiver from the Sex Offender Residency restrictions in order to live at 1227 Kentucky Ave.

  
\_\_\_\_\_  
City Clerk

Date 5 - 8 .13

My name is Leo Hernandez Jr

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1227

Kentucky ave

Sheboygan, WI

Signature Leo Hernandez Jr

Phone No 920.451-7827

# III

Res. No. \_\_\_\_\_ - 13 - 14. By Alderperson Donohue. May 20, 2013.

A RESOLUTION amending, for the calendar year 2014 and going forward, the monthly premium share for dental insurance for all non-represented employees and elected officials.

RESOLVED: That the monthly premium share for the Dental Benefit Plan for all non-represented employees and elected officials shall increase to 15% per month, with the exception that part-time non-represented employees shall pay 50% of the monthly premium, so as to match all other benefit premiums, effective for January 2014 coverage and thereafter.

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VII**

R. C. No.           - 13 - 14. By LAW AND LICENSING. May 20, 2013.

Your Committee scheduled a Quasi-Judicial Hearing to determine whether the Taxicab Driver's License #9748 held by Roxana Ramirez should be suspended or revoked.

At the time scheduled for the hearing, Roxana Ramirez appeared before the committee. The committee heard testimony from witnesses and considered documentary evidence. Ramirez testified on her own behalf.

The committee found the following facts:

On February 26, 2013, Roxana Ramirez did the following:

- Count 1: Operated a motor vehicle without having a Wisconsin Driver's License on her person, in violation of §343.18(1), Wis. Stats., as adopted in §70-1, Sheboygan Municipal Code.
- Count 2: Operated a motor vehicle without having in her possession a City of Sheboygan Taxicab Driver's License, in violation of §130-57(c)(1), Sheboygan Municipal Code.
- Count 3: Engaged in disorderly conduct, in violation of §70-202, Sheboygan Municipal Code, while operating a taxicab in the City of Sheboygan.
- Count 4: Possessed narcotics without a prescription, a felony, in violation of §961.41(3g)(am), Wis. Stats., while operating a taxicab in the City of Sheboygan.
- Count 5: Possessed drug paraphernalia, in violation of §961.573(1), Wis. Stats., while operating a taxicab in the City of Sheboygan.
- Count 6: Operated a motor vehicle without having a properly posted taxi fare schedule, in violation of §130-59(d), Sheboygan Municipal Code.
- Count 7: Entered a city park after hours, in violation of §74-41(b), Sheboygan Municipal Code, while operating a taxicab in the City of Sheboygan.

Pursuant to §130-63, Sheboygan Municipal Code, said violations subject the license to revocation by the Common Council.

Based on those findings of fact, your Committee recommends the following:

1. That, based on the licensee's right to object to this Committee's finding under §125.12(2)(b)3, Wis. Stats., the licensee's written objections, if any, be provided to the Common Council and considered, in conjunction with the Committee's finding and the prosecution's arguments, but that neither the licensee nor the City in its prosecution function shall be permitted to make oral argument;
2. That the license be revoked immediately upon the Common Council's acceptance of these findings of facts and imposition of penalty.
3. That the costs of the Quasi-Judicial Hearing be charged to Roxana Ramirez.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

~~VII~~

R. C. No.          - 13 - 14. By LAW AND LICENSING. May 20, 2013.

Your Committee scheduled a Quasi-Judicial Hearing to determine whether the Taxicab Business License #2847 held by VIP Taxi (Abraham Loya, agent) should be suspended or revoked.

At the time scheduled for the hearing, Abraham Loya appeared before the Committee. The Committee heard testimony from witnesses and considered documentary evidence. Loya testified on his own behalf.

The Committee found the following facts:

- Count 1: On May 5, 2012, Randall Knabe transported a passenger for hire on behalf of and on the behest of VIP Taxi without first obtaining a Taxicab Driver's License from the common council, in violation of §130-56(c), Sheboygan Municipal Code.
- Count 2: On May 5, 2012, Randall Knabe transported a passenger for hire on behalf of and on the behest of VIP Taxi while his Wisconsin Driver's License was revoked, §344.43(1)(b), Wis. Stats., as adopted by §70-1,
- Count 3: On August 10, 2012, while operating a taxicab within the City of Sheboygan, Abraham Loya failed to stop at a stop sign, in violation of §346.46, Wis. Stats., as adopted by §70-1, Sheboygan Municipal Code.
- Count 4: On September 8, 2012, Abraham Loya transported passengers within the city limits without first obtaining a Taxicab Driver's License, in violation of §130-56(c), Sheboygan Municipal Code.
- Count 5: On January 29, 2013, Abraham Loya operated a taxicab within the city limits without first obtaining a Taxicab Driver's License, in violation of §130-56(c), Sheboygan Municipal Code.
- Count 6: On January 29, 2013, Abraham Loya operated a taxicab within the city without the proper signage, in violation of §130-59(e)(2), Sheboygan Municipal Code.

Pursuant to §130-63, Sheboygan Municipal Code, said violations subject the license to revocation by the Common Council.

Based on those findings of fact, your committee recommends the following:

1. That, based on the licensee's right to object to this Committee's finding under §125.12(2)(b)3, Wis. Stats., the licensee's written objections, if any, be provided to the Common

Council and considered, in conjunction with the Committee's finding and the prosecution's arguments, but that neither the licensee nor the City in its prosecution function shall be permitted to make oral argument;

2. That the license be revoked beginning 14 days after Common Council's acceptance of these findings of facts and imposition of penalty.
3. That the costs of the Quasi-Judicial Hearing be charged to Abraham Loya, as agent for VIP Taxi.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VIII**

R. C. No.           - 13 - 14          . By FINANCE. May 20, 2013.

Your Committee to whom was referred Res. No. 4-13-14 by Alderperson Hammond authorizing a transfer of appropriations in the 2013 Budget (establish appropriation for purchase and demolition of 1014 and 1016 Erie Ave. and appropriation for 2013 mini-storm sewer projects); recommends that the Resolution be passed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**III**

5.3

Res. No. 4 - 13 - 14. By Alderperson Hammond. May 6, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

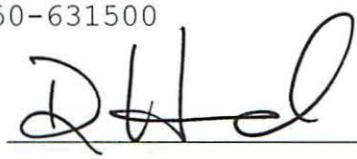
RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing appropriation for purchase and demolition of 1014 and 1016 Erie Ave.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Home Rehab Grant Fund Unreserved Fund Balance 239-253000	Home Rehab Grant Fund Land acquisition 23961100-611100	\$70,000

Establishing appropriation for 2013 mini-storm sewer projects:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Special Assessment Fund Interfund contribution 28581400-811401	Special Assessment Fund Mini-Storm Sewers 40033150-631500	\$51,700

  
\_\_\_\_\_

*Finance  
approve.*

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

~~IX~~

R. C. No. \_\_\_\_\_ - 13 - 14. By SALARIES & GRIEVANCES. May 20, 2013.

The Salaries and Grievances Committee met and discussed proposed Gen. Ord. No. 3-13-14 by Alderperson Donohue relating to health insurance and Wisconsin Retirement System contribution rates for the Office of Mayor. The Committee recommends that the contribution level to the WRS for the office of Mayor shall be as provided by state law; but does not recommend any change to the health insurance contribution rate for the Office of Mayor. Therefore, the Committee recommends filing proposed Gen. Ord. 3-13-14 and adoption of Subs. of Gen. Ord. 3-13-14.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Subs. of Gen. Ord. No. 3 - 13 - 14. By Alderperson Donohue. May 20, 2013.

AN ORDINANCE amending Subsection 3 of Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12 relating to Wisconsin Retirement System contribution rates for the office of Mayor.

WHEREAS, Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12, adopted March 19, 2012, establishing the mayor's salary, provided in Subsection 3 thereof that the Mayor's contribution to the Wisconsin Retirement System ("WRS") would be 6.65%, which was the statutory amount at the time of adoption; and

WHEREAS, the statutory contribution level for local elected officials has changed for 2013, and may change again in the future; and

WHEREAS, it would be advantageous for the WRS contribution level to conform to the statutorily required contribution level;

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subsection 3 of Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12 is hereby amended to read as follows:

"Subsection 3.

- (a) The contribution level to the Wisconsin Retirement System for the office of Mayor shall be as provided by state law.

17



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

---

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

~~II~~

7.1

Gen. Ord. No. 3 - 13 - 14. By Alderperson Donohue. May 6, 2013.

AN ORDINANCE amending Subsection 3 of Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12 relating to health insurance and Wisconsin Retirement System contribution rates for the office of Mayor.

WHEREAS, Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12, adopted March 19, 2012, establishing the mayor's salary, provided in Subsection 3 thereof that the Mayor's contribution to the Wisconsin Retirement System ("WRS") would be 6.65%, which was the statutory amount at the time of adoption; and

WHEREAS, the statutory contribution level for local elected officials has changed for 2013, and may change again in the future; and

WHEREAS, it would be advantageous for the WRS contribution level to conform to the statutorily required contribution level; and

WHEREAS, Subsection 3 of Subs. of Subs. of Subs. of Gen. Ord. 40-11-12 also established the health insurance contribution rate for the office of Mayor at 18%, which is higher than the contribution rate for all other city employees and officers; and

WHEREAS, it would be more fair for the health insurance contribution rate for the office of Mayor to mirror the contribution rate for all other non-represented employees and officers.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subsection 3 of Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12 is hereby amended to read as follows:

"Subsection 3.

- (a) The contribution level to the Wisconsin Retirement System for the office of Mayor shall be as provided by state law.
- (b) The health insurance contribution rate policy for the office of Mayor shall be the same as for all other non-represented employees and officers of the city."

*Salv Grew*

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

  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Gen. Ord. No.       - 13 - 14. By Alderpersons Thiel and Lewandoske.  
May 20, 2013.

AN ORDINANCE granting Nemschoff Chairs, Inc., its successors and assigns, the privilege of encroaching upon described portions of the dead end road right-of-way located at 2218 Julson Ct. in the City of Sheboygan for the purpose of improving and maintaining the property as a parking lot.

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

Section 1. Subject to the terms and conditions contained herein, Nemschoff Chairs, Inc., its successors and assigns, is hereby granted the privilege of encroaching upon described portions of the dead end road right-of-way located at 2218 Julson Ct., being adjacent to Lot 1, Blk. 25 in Lyman's Addition, City of Sheboygan, Sheboygan County, Wisconsin, described as:

That part of the road right-of-way for S. 22<sup>nd</sup> St., adjacent to Lot 1 in Blk. 25 in Lyman's Addition to the City of Sheboygan, Sheboygan County, Wisconsin described as:

Commencing at the northeast corner of said Lot 1, also being the point of beginning, thence N.64°20'42" W. along the extension of the north line of said Lot 1 15.57 feet, thence S. 00°00'00"W. 264.58 feet, thence S.88°03'14"W 14.00 feet to the east line of said Lot 1, thence N.00°00'00"E. 258.29 feet along the east line of said Lot 1 to the point of beginning. Said described parcel contains 3,646 square feet or 0.08 acres

for the purpose of improving and maintaining the property as a parking lot, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Nemschoff Chairs, Inc., its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Nemschoff Chairs, Inc., its successors and assigns, shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Nemschoff Chairs, Inc., its successors and assigns, or by the State of

X

Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

\_\_\_\_\_  
\_\_\_\_\_

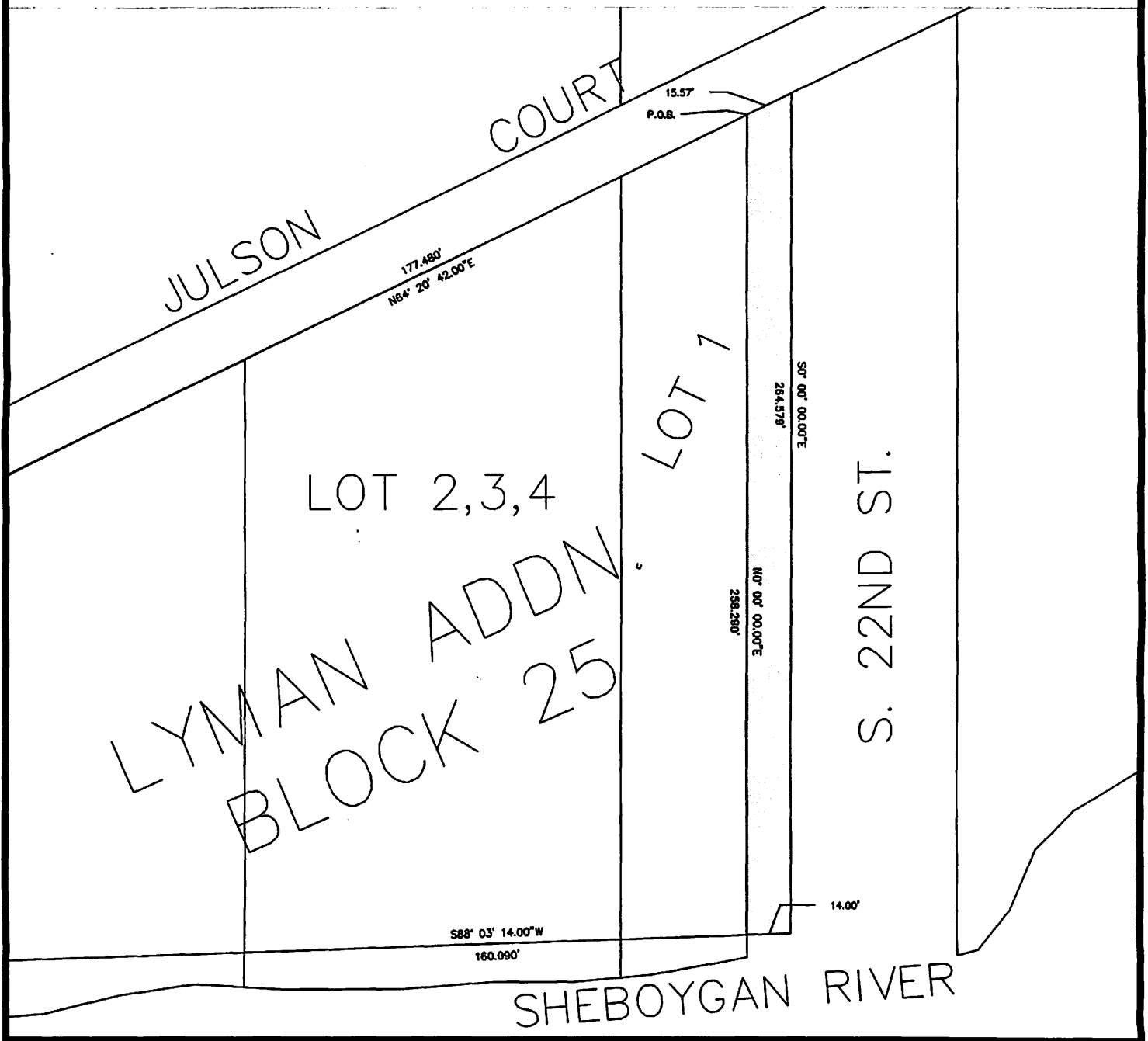
**I HEREBY CERTIFY** that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

ENCROACHMENT DESCRIPTION

THAT PART OF THE ROAD RIGHT OF WAY FOR SOUTH 22ND STREET ADJACENT TO LOT 1 IN BLOCK 25 IN LYMAN'S ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS;  
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING THE POINT OF BEGINNING, THENCE N.64°20'42"W. ALONG THE EXTENSION OF THE NORTH LINE OF SAID LOT 1 15.57 FEET, THENCE S. 00°00'00"W. 264.58 FEET, THENCE S.88°03'14"W 14.00 FEET TO THE EAST LINE OF SAID LOT 1, THENCE N.00°00'00"E. 258.29 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINS 3,646 SQUARE FEET OR 0.08 ACRES.





7.4

Gen. Ord. No. 5 - 13 - 14. By Alderpersons Lewandoske and Thiel.  
May 6, 2013.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 22nd day of March, 2013, signed by all the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOLUME 7, PAGE 236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND THE SOUTH 1/2 OF WILGUS AVE. (AKA WILGUS RD.) ADJACENT TO SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15 N., R. 23 E. THENCE S 88°46'57" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00°26'17" W 654.80' TO A POINT ON THE CENTER LINE OF WILGUS AVE. SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE WEST R/W LINE OF N. 36TH ST. AND SAID CENTER LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE N 63°54'43" W ALONG SAID CENTER LINE 129.30' TO THE NW CORNER OF THE C.S.M., THENCE S 00°21'17" W ALONG THE WEST LINE OF SAID C.S.M. 195.81' TO THE SW CORNER OF LOT 1 OF SAID C.S.M., THENCE N 88°38'47" E ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS EXTENSION, 176.36' TO A POINT ON THE EAST R/W LINE OF N. 36TH ST., THENCE N 00°26'17" E ALONG SAID EAST R/W LINE AND ITS EXTENSION 105.51' TO A POINT ON THE CENTER LINE OF WILGUS AVE., THENCE N 63°54'43" W ALONG SAID CENTER LINE 66.56' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 26,573.07 SQ. FT. OR 0.61 ACRES.

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax

Lies over

roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. The territory described in Section 1 of this ordinance is hereby made a part of the 16th Ward and 5th Aldermanic District.

Section 6. This ordinance shall take effect upon passage and publication as provided by law.

\_\_\_\_\_  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

R. O. No. 27 - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

---

City Clerk

---

BEVERAGE OPERATOR'S LICENSE **(NEW)** (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6623	Beniger, Andrew L.	2626 N. 8 <sup>th</sup> St.
7290	Bruinooge, Tarri L.	1832 N. 20 <sup>th</sup> St.
5463	Clark, Deborah L.	2626 Georgia Ave.
6655	Donohue, Dawn M.	1704 N. 29 <sup>th</sup> St.
9963	Ertel, Samantha M.	418 New York Ave.
9961	Freis, Clarissa A.	2216 S. 7 <sup>th</sup> St.
9965	Hartmann, Pamela L.	520 Airpark Rd., Plymouth
9966	Holtz, Kayla M.	1834A Saemann Ave.
9957	Kunschke, Michael G.	1286 Martin Ave., Fond Du Lac
9964	Laska, Christopher A.	929 Bluff Ave.
9962	McGrew, Steven T.	812 Humboldt Ave.
9967	Meyer, Elizabeth A.	729 St. Clair Ave., #3
1876	Miller, Mark J.	3712 Lime Stone Ct.
9954	Motalvo, Stacey	1310A N. 9 <sup>th</sup> St.
9959	Negron, Kaylin L.	1812 N. 11 <sup>th</sup> St.
9958	Rice, Justin J.	1338 School Ave.
4246	Roerdink, Orlean	2431 N. 9 <sup>th</sup> St.
2680	Schubert, Robin L.	2037 Wiemann Ave.
9949	Schueller, Heather M.	N1838 Cty Rd. KW, Oostburg
8880	Schulz, Curtiss J.	411 James St.
9947	Sears, Michael D.	712 Broughton Dr., #22
9952	Tellez, Cecilia Y.	920 S. 16 <sup>th</sup> St.
7454	Wery, Corbin J.	625A Superior Ave.
7402	Wriedt, Jeff S.	2006 N. 18 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE **(RENEWAL)** (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1004	Adamavich, William	3823 S. 11 <sup>th</sup> St.
3923	Altmeyer, Melissa J.	1645 S. 25 <sup>th</sup> St.
6932	Aschenbach, Kimberly A.	728 State Rd. 57 lot 63, Plymouth
1200	Beenen, Donna J.	3103 Calumet Dr.
9099	Bennett, Nicole J.	3504 Eisner Ct. #A
9442	Bockin, Mary R.	3111 E. Mark Dr.

6818 Boldt, Candice	2214 Superior Ave.
9516 Boss, Destiny L.	2523 N. 8 <sup>th</sup> St.
1186 Boyle, Linda S.	1608 Kentucky Ave.
2676 Brand, Peg A.	1902 S. 12 <sup>th</sup> St.
4515 Bukovic, Nadine A.	W1760 Riverwoods Ct.
3350 Burhop, Robin A.	3602 N. 21 <sup>st</sup> St., #101
8556 Deamico, Debra L.	918 Humboldt Ave.
7672 Decker, Dennis E. (Club)	N7122 Riverwoods Dr.
9342 Dekker, Zachary G.	1441 Parkview Ter., #48
3600 Dolgner, Randall	2611 Pine Grove Ave.
3659 Emmer, Patrick J.	606 St. Clair Ave., #103
1605 Emmer, Tami Ann	906 S. 15 <sup>th</sup> St.
8379 Falle, Michelle M.	3908 S. 10 <sup>th</sup> St.
2968 Feudner, Kenneth R.	3303 Hickory Cir.
9409 Franco, Marc A.	1914 Cooper Ave.
9327 Gruenke, Elizabeth A.	2745 N. 8 <sup>th</sup> St.
4936 Hartman, Gary C. (Club)	79 Oak St., Sheb. Falls
1505 Hinz, Laurie J.	3616 S. 17 <sup>th</sup> St.
8427 Hoepfner, Jerome W.	N6319 Woodland Meadows Dr.
3004 Jeanty, Bruce D. (Club)	13926 Meggers Rd., Kiel
9128 Jelinek-Zittel, Scott J.	4600 Nicole LN.
1568 Jetzer, Julian E. (Club)	9421 S Shore Dr., Valders
3998 King Jr., Robert W. (Club)	3227 N. 28 <sup>th</sup> St.
1628 Klabecek, James R.	504 Washington St., Sheboygan Falls
5346 Kreutz, Michael S. (Club)	5315 Lakeshore Rd.
6340 Kruse, Richard J. (Club)	5334 Hidden Creek Dr.
4972 Lawrence, Susan M.	1028 Lincoln Ave.
3607 Lloyd, Thomas H.	430 Spruce St., Sheboygan Falls
9091 Lomibao, Shakari L.	2007 N. 15 <sup>th</sup> St.
3291 Mallmann, Louis L.	2631 N. 29 <sup>th</sup> St.
5596 McGlade, Leah Marie	3620 Larkspur Way
9311 Meerdink, Abigail L.	1415 N. 4 <sup>th</sup> St.
9248 Mehlberg, Vicki L.	1224 Ashland Ave.
9087 Mersberger, Melissa M.	2010 S. 13 <sup>th</sup> St.
9149 Muecke, Nicole M.	640 Mark Ave., Sheboygan Falls
1889 Mueller, Jeffery C.	1734 S. 15 <sup>th</sup> St.
6011 Nennig, David M.	1559 N. 15 <sup>th</sup> St.
4927 Oehldrich, Richard M.	830 N. 36 <sup>th</sup> St.
4956 Opgenorth, Andrew L.	2713 Wedemeyer St.
1956 Peloquin, William D. (Club)	68 Lighthouse Ct.
4890 Peterson, Leslie M.	1614 S. 25 <sup>th</sup> St.
9453 Pilgrim, Marion M.	1042A Willow Ln, Kohler
1992 Procek, Edward J.	1215 S. 13 <sup>th</sup> St.
1993 Procek, Susan L.	1215 S. 13 <sup>th</sup> St.
2038 Richter, Joseph M.	1822 N. 1 <sup>st</sup> St.
2083 Scheunert, James S.	1618 S. 8 <sup>th</sup> St.
1925 Schmidt, Rebecca L.	1211 Washington Ave.
2098 Schmitt, Donald L. (Club)	4130 Elmwood Ct.
2135 Sessler, Steven J. (Club)	1019 Indiana Ave.
2528 Sheraski, Pamela M.	1410 N. 27 <sup>th</sup> St.

7621	Skrube, Lisa L.	1844 N. 20 <sup>th</sup> St.
2944	Smith, Donna Marguerite	1422 Logan Ave.
2174	Spira, Romaine G. (Club)	2011 N. 19 <sup>th</sup> St.
2177	Stangel Eugene J. (Club)	3226 S. 18 <sup>th</sup> St.
6782	Tadych, Joanne M.	1323 Superior Ave.
8229	Ubbelohde, Lisa	720 Whitcomb Ave.
2257	Van Veghel Jr., John	3801 N 45 <sup>th</sup> St.
9435	Vandeloo, Jennifer R.	3513 Main Ave. #204
8331	Vitale, Umberto	1128 N. 29 <sup>th</sup> St.
7639	Vreeke, Bruce L.	5574 Indian Mound Circle
2970	Vreeke, Marianne	1929 N. 28 <sup>th</sup> St.
7603	Wagner, Michael C.	933A Michigan Ave., #4
7652	Weckwerth, Leah N.	310 Dicke Ave., Sheboygan Falls
7064	Wright, Crystal M.	825 N. 28 <sup>th</sup> St.

TAXICAB OPERATOR'S LICENSE (NEW) (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9217	Bence, Frederick E.	2137 W College Ave., #213, Oak Creek
9956	Clayborn, Elvira C.	2226 Kroos Ct., #A
9950	Daehnert, Todd J.	1203 S. 15 <sup>th</sup> St.
9955	Dippel, Robert B.	115 Red Tail Dr., Sheb. Falls
9948	Hernickle, Pamela A.	1534 Illinois Ave.
9882	Loya, Nancy T.	1535 John Ct.
9953	Nielson, Robert M.	1326 N. 12 <sup>th</sup> St.
7143	Shelton, Mellissa L.	603 S. 14 <sup>th</sup> St.

TAXICAB OPERATOR'S LICENSE (RENEWAL) (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5356	Balassi, Christos G.	508 N. 13 <sup>th</sup> St.
7348	Castro Jr., Mauro	611 S. 15 <sup>th</sup> St.
9313	Demeuse, Robert J.	4336 Lavalley Dr.
9386	Hermann, Ryan M.	1036 Ontario Ave.
8522	Pantel, Paul D.	1008 Kentucky Ave.
6913	Rios, Ricardo	1731A Calumet Dr.
9341	Weber, Jeffrey D.	2313 Hillshire Dr., 3A
9351	Yera, Javier F.	1127 N. 8 <sup>th</sup> St.

R. O. No. 28 - 13 - 14. By CITY CLERK. May 20, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

---

City Clerk

---

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 <sup>TH</sup> Street Tap	520 N. 4 <sup>th</sup> St. - one-day event to be held 7/4/13 to include east side of tavern & grassy area surrounding the building.
2985	Filibusters Pub	434 Pennsylvania Ave. - four-day event to be held 7/4/13 to 7/7/13 to include fenced in yard on NW corner of bldg. & grassy areas.

SIDEWALK CAFÉ LICENSE (April 14, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Al's Bar & Grill	1502 S. 12 <sup>th</sup> St.

"CLASS A" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1257	Piggly Wiggly #015	3124 S. Business Dr.
2820	Superior Discount Liquors	823 S. 8 <sup>th</sup> St.
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Dr.

CLASS "A" FERMENTED MALT BEVERAGE (NEW) (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
------------	-------------	----------------

2984 Everest Enterprises 1710 Indiana Ave.

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2711	Anglers Avenue Bait & Tackle	510 South Pier Dr.
2606	Citgo	610 S. 14 <sup>th</sup> St.
2503	Mad Max Convenience Store	1003 S. 14 <sup>th</sup> St.
1253	Petro Center #1	1208 Union Ave.
1254	Petro Center #4	2113 S. Business Dr.
2374	Save-A-Lot	1817 N. 8 <sup>th</sup> St.
2710	The Pig Stop II	2917 N. 15 <sup>th</sup> St.

"CLASS B" LIQUOR LICENSE (NEW) (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2985	Filibusters Pub	434 Pennsylvania Ave.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2880	Anglers Avenue Pub & Grill	518 South Pier Dr.
2982	Applebee's Neighborhood Grill	526 S. Taylor Dr.
2967	Big Daddys Pub & Grill	2123 N. 15 <sup>th</sup> St.
1771	Bumps	1902 S. 12 <sup>th</sup> St.
2123	CJ's Shipwrecked	902 Indiana Ave.
2772	Club Michigan I	908 Michigan Ave.
1101	Dougs Skiper Inn	808 Broadway
1516	Emmers	906 S. 15 <sup>th</sup> St.
2977	Geno Nottolini's Pizza	933 Indiana Ave.
1892	Gosse's at Northwestern	1909 Union Ave.
2969	Hacienda Vieja	1423 Union Ave.
2386	Harmony Bar I	1336 Niagara Ave.
2849	Hops Haven	1327 N. 14 <sup>th</sup> St.
1810	Jakums	2601 N. 15 <sup>th</sup> St.
2726	John Michael Kohler Arts	608 New York Ave.
1199	Lakeshore Lanes	2519 S. Business Dr.
2085	Legend Larrys Wings & Things	733 Pennsylvania Ave
2685	Lino Ristorante Italiano	422 South Pier Dr.
1795	Luigis Italian Restaurant	2910 Kohler Memorial Dr.
1217	Maples Lanes	3107 S. Business Dr.
1226	Meyers Lakeview Pub	550 Wilson Ave.
1233	Mucky Duck Shanty	701 Riverfront Dr.
1680	Scenic Bar LLC	1635 Indiana Ave.
1337	Sheboygan Elks Lodge #299	1943 Erie Ave.
1353	Sheboygan Yacht Club	214 Pennsylvania Ave.
2207	Silver Fern, The	2538 N. 15 <sup>th</sup> St.
1890	Suscha Super Bar	1054 Pennsylvania Ave.
2376	Swovys LLC	1645 S. 12 <sup>th</sup> St.

2914 T & L's Northstar LLC	3004 N. 8 <sup>th</sup> St.
2142 Talk of the Town	3023 N. 15 <sup>th</sup> St.
2020 Terry's	1028 Lincoln Ave.
1411 Tommys Bar	2335 N. 15 <sup>th</sup> St.

CLASS "B" FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2696	Sheboygan Family Restaurant	2704 S. Business Dr.
1371	Sheboygan Softball Assoc.	2213 New Jersey Ave.

CLASS "C" WINE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2696	Sheboygan Family Restaurant	2704 S. Business Dr.

**COMMON COUNCIL  
(Amended)**

Official Proceedings of the 2013 - 2014 Common Council of the City of Sheboygan.

**FOURTH REGULAR MEETING**

The Council met: Monday, May 20, 2013.

Mayor Mike Vandersteen in the Chair:

On call of the roll, the following Alderpersons were present:

Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey 11 13.

Absent and Excused: Van Akkeren – 1.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Third Regular Meeting held May 6, 2013, was approved as entered on the record, all Alderpersons present voting "Aye".

**APPOINTMENTS**

May 20, 2013

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

Michael Helmke to be considered for appointment to the Sheboygan Transit Commission to fill the unexpired term of Lee Montemayor whose term expires 4/30/15.

Jose Araujo to be considered for appointment to the City Plan Commission to fill the unexpired term of Todd Wolf whose term expires 4/28/14.

MAYOR MIKE VANDERSTEEN

Lies over under the rules.

**CONFIRMATION OF MAYOR'S APPOINTMENTS**

May 6, 2013

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

**JOINT REVIEW BOARD**

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Mayor Mike Vandersteen	05/06/13	04/30/14
Gretchen Thomas(School Board Rep)	05/06/13	04/30/14
Lucio Fuentes(LTC Rep)	05/06/13	04/30/14
Tom Wegner (County Board Rep)	05/06/13	04/30/14
Michael J. Vandersteen, Mayor		

May 6, 2013

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

Pursuant to Gen. Ord. 59-12-13 repealing Article III of Chapter 29 of the 1975 Municipal Code and creating Section 82-2 of the Municipal Code relating to the position of the director of human resources and labor relations, we hereby recommend that Sandy Rohrick be appointed as the Director of Human Resources and Labor Relations for the City of Sheboygan effective immediately.

Michael Vandersteen  
Mayor

James Amodeo  
Chief Administrative Officer

May 6, 2013

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

Pursuant to Section 86-92 of the Municipal Code relating to the appointment of the director of planning and development, we hereby recommend that Chad Pelishek be appointed as the Director of Planning and Development for the City of Sheboygan effective immediately.

Michael Vandersteen  
Mayor

James Amodeo  
Chief Administrative Officer

On motion by Alderperson Hammond and second by Alderperson Carlson, the three (3) foregoing Appointments were confirmed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey 11 13.

Nays: None.

**PROCLAMATION FOR “NATIONAL PUBLIC WORKS WEEK” TO DIRECTOR OF PUBLIC WORKS DAVID BIEBEL**

**PRESENTATION □ SENIOR ACTIVITY CENTER ANNUAL REPORT**

On motion by Alderperson Hammond and second by Alderperson Carlson, the following documents notated with an asterick (\*) were accepted and placed on file, accepted and adopted, or passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey □ 13.

Nays: None.

**REPORTS OF OFFICERS**

**\*R. O. No. 18 - 13 - 14. By CITY CLERK. May 20, 2013.**

Submitting various license applications.

**AMBULANCE LICENSE** (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1245	Orange Cross Ambulance Serv.	1919 Ashland Ave.

**CIRCUS LICENSE**

<u>No.</u>	<u>Name</u>	<u>Address</u>
1417	Tripoli Shrine Circus	1202 S. Wildwood Ave.

**COMMERCIAL SALVAGE & RECYCLING LICENSE** (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1924	Sheboygan Scrap Metals Inc.	2801 N. 21 <sup>st</sup> St.

**TEMPORARY CLASS “B” LICENSE**

<u>No.</u>	<u>Name</u>	<u>Address</u>
1382	St. Spyridon Greek Church	1425 S. 10 <sup>th</sup> St. – three-day event to be Held 6/28/13 to 6/30/13 to include all of Deland Park.

**\*R. O. No. 19 – 13 - 14. By CITY PLAN COMMISSION. May 20, 2013.**

Your Commission to whom was referred Gen. Ord. No. 80-11-12 by Alderperson Sampson amending various sections of the City of Sheboygan Zoning Ordinance so as to provide for regulation of Donation Drop-off boxes; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 15, 2013, and after due consideration, recommends this General Ordinance be filed.

**R. O. No. 20 – 13 - 14. By CITY PLAN COMMISSION. WAS WITHDRAWN.**

**\*R. O. No. 21 - 13 – 14. By FIRE CHIEF. May 20, 2013.**

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing January 1, 2013, and ending March 31, 2013.

**\*R. O. No. 22 – 13 – 14. INTERIM LIBRARY DIRECTOR. May 20, 2013.**

**Conveying the Mead Public Library Board Annual Report for 2012**

The Mead Public Library Board has approved its 2012 Annual Report for distribution. This local report includes narrative, financial, and service data sections that may be of interest to the City of Sheboygan Common Council. It is available online at <http://www.meadpubliclibrary.org/about/annual>.

A summary of the 2012 report is available for the general public in print and at the Mead Public Library website: <http://www.meadpubliclibrary.org/about/annual> . Both reports also include information about the activities of the Friends of Mead Public Library and the Mead Public Library Foundation.

For additional information or to share your questions and comments, please contact Interim Library Director Karin Menzer: 920-459-3400 x3414; [Karin.Menzer@meadpubliclibrary.org](mailto:Karin.Menzer@meadpubliclibrary.org).

**R. O. No. 23 - 13 - 14. By ASSISTANT CITY ATTORNEY. May 20, 2013.**

Submitting a Memo in Support of Findings of the Law and Licensing Committee regarding Roxana Ramirez, holder of City of Sheboygan Taxicab Driver’s License No. 9748.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the Report of Officer was accepted and placed on file on call of the roll:

May 20, 2013

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey 11 13.

Nays: None.

**R. O. No. 24 - 13 - 14. By ASSISTANT CITY ATTORNEY. May 20, 2013.**

Submitting a Memo in Support of Findings of the Law and Licensing Committee regarding VIP Taxi, holder of City of Sheboygan Taxicab Business License No. 2847.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the Report of Officer was accepted and placed on file on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey 11 13.

Nays: None.

**R. O. No. 25 - 13 - 14. By CITY CLERK. May 20, 2013.**

Submitting a communication from Nemschoff Chairs, Inc., requesting an encroachment on the dead end road right-of-way, of S. 22<sup>nd</sup> St. (facility is located at 2218 Julson Ct.).

Was referred to the City Plan Commission.

**R. O. No. 26 - 13 - 14. By CITY CLERK. May 20, 2013.**

Submitting a Notice of Claim and Claim Pursuant to §893.80, Wis. Stats., providing notice to the Redevelopment Authority of the City of Sheboygan regarding the Bon-Ton Department Stores, Inc.

Was referred to the Committee on Finance.

**R. O. No. 27 - 13 - 14. By CITY CLERK. May 6, 2013.**

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Was referred to the Committee on Law and Licensing.

**R. O. No. 28 - 13 - 14. By CITY CLERK. May 20, 2013.**

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Was referred to the Committee on Law and Licensing.

**R. O. No. 29 - 13 - 14. By CITY CLERK. May 20, 2013.**

Submitting a communication from Shane Hall stating that he wishes to report a noise disturbance from Rehab Bar & Grill located at 1450 S. 8<sup>th</sup> St.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 30 - 13 - 14. By CITY CLERK. May 20, 2013.**

Submitting a communication from Dakota Knabe requesting a waiver from the Sex Offender Residency restrictions in order to live at 2331A N. 15<sup>th</sup> St.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 31 - 13 - 14. By CITY CLERK. May 20, 2013.**

Submitting a communication from Christopher Holmes requesting a waiver from Sex Offender Residency restrictions in order to live at 1038 Geele Ave.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 32 - 13 - 14. By CITY CLERK. May 20, 2013.**

Submitting a communication from Leo Hernandez Jr. requesting a waiver from the Sex Offender Residency restrictions in order to live at 1227 Kentucky Ave.

Was referred to the Committee on Public Protection and Safety.

**RESOLUTIONS INTRODUCED**

**\*Res. No. 9 – 13 - 14. By Alderperson Heidemann. May 20, 2013.**

**A RESOLUTION** informing the Environmental Protection Agency (EPA) that the 2013 Capacity Management Operation and Maintenance (CMOM) Program has been reviewed.

**RESOLVED:** That the City of Sheboygan hereby informs the EPA that the Common Council has reviewed the 2013 CMOM program which is attached to this resolution,

**BE IT FURTHER RESOLVED:** Staff has identified capacity management issues, operations, and maintenance and has developed a plan to become compliant with EPA regulations.

**BE IT FURTHER RESOLVED:** That the 2013 CMOM Program be accepted and placed on file.

**Res. No. 10 – 13 – 14. By Alderperson Donohue. May 20, 2013.**

**A RESOLUTION** amending, for the calendar year 2014 and going forward, the monthly premium share for dental insurance for all non-represented employees and elected officials.

Was referred to the Committee on Salaries and Grievances.

**REPORTS OF COMMITTEES**

**\*R. C. No. 14 - 13 - 14. By PUBLIC WORKS. May 20, 2013.**

Your Committee to whom was referred Com. No. 2-13-14 by the City Attorney submitting a communication from Brian Bartoszek, Wisconsin Public Service Corporation ("WPSC") relating to WPSC's investigation and remediation of contaminants at WPSC's historic manufactured gas plant on the City's Campmarina property located at 732 North Water St.; recommends that the Communication be accept and placed on file and to approve the requests.

**\*R. C. No. 15 - 13 - 14. By LAW AND LICENSING. May 20, 2013.**

Your Committee to whom was referred R. C. No. 478-12-13 by Law and Licensing and R. O. No. 314-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

"CLASS B" LIQUOR LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2976	My Place Bar & Grill	1515 New Jersey Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
9912	Thompson, Jacob R.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

**\*R. C. No. 16 - 13 - 14. By FINANCE. May 20, 2013.**

Your Committee to whom was referred the following:

1. Com. No. 1-13-14 from Michael Daniels regarding issues he has been having since 2008 with water in his yard; and
2. R. O. No. 333-12-13 by the City Clerk from Jim and Mary Jo Ott asking for help from the City regarding the constant rising costs from Charter Communications and is requesting having another cable company offered in Sheboygan County;

recommends that the documents be placed on file.

**\*R. C. No. 17 - 13 - 14. By FINANCE. May 20, 2013.**

Your Committee to whom was referred R. O. No. 334-13-14 by the City Clerk submitting a claim from Michael A. McHenry for alleged damages to his SUV when he ran over a loose manhole cover that popped up and dented his running board; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

**\*R. C. No. 18 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. May 20, 2013.**

Your Committee to whom was referred the following:

1. Com. No. 16-12-13 from Neal Neese stating his concerns regarding the unsafe conditions at S. 18<sup>th</sup> St. between Washington Ave. and Camelot Blvd.;
2. R. O. No. 12-13-14 by the City Clerk submitting a communication from the Director of the Salvation Army Day Care Center requesting adding school zone signs on N. 13<sup>th</sup> St. near their facility so that a safe speed limit can be enforced when children are present;
3. R. O. No. 13-13-14 by the City Clerk submitting a communication from the Principal of Jefferson Elementary School requesting 15<sup>th</sup> and 16<sup>th</sup> Sts. near the school allow parking effective 8/1/13 as there is a projected increase in enrollment at that building for the next school year;
4. R. O. No. 337-12-13 by the City Clerk submitting a communication from Depot Auto Service and Towing Co., Inc., requesting that the City use a "rotation system" using a list of towing companies within the jurisdiction of the governing law enforcement agency; and
5. R. C. No. 13-13-14 by Public Works and R. O. No. 341-12-13 by the City Clerk submitting a communication from Alderperson Matichuk stating that a citizen;

recommends that the documents be placed on file.

**\*R. C. No. 19 - 13 - 14. By LAW AND LICENSING. May 20, 2013.**

Your Committee to whom was referred R. C. No. 5-13-14 by Law and Licensing pursuant to R. C. No. 479-12-13 and R. O. No. 303-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #5729 be granted contingent on the application being corrected and a warning to include all violations on future applications.

**\*R. C. No. 20 - 13 - 14. By LAW AND LICENSING. May 20, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 336-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:  
BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name
9927	Ramirez, Maria I.
9924	Rost, Joseph W.
8945	Vreeke, Erin M.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name
9925	Tyler, Susan K.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

**\*R. C. No. 21 - 13 - 14. By LAW AND LICENSING. May 20, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 10-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following license be granted:  
"CLASS A" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
2929	Aldi #94	919 S. Taylor Dr.
2821	Festival Foods	595 S. Taylor Dr.
2518	Pick N Save #6432	1317 N. 25 <sup>th</sup> St.
2825	Pick N Save #6433	2625 S. Business Dr.
2702	Tietzs Piggly Wiggly	2905 N. 15 <sup>th</sup> St.

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2014)

No.	Name	Address
1193	Kwik Trip #361	1618 Calumet Dr.
1998	Kwik Trip #780	2622 S. Business Dr.
2920	Kwik Trip #873	625 S. Taylor Dr.
2763	Kwik Trip #897	2033 North Ave.
2519	Northside Clark	2709 N. 15 <sup>th</sup> St.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> St.
1040	Brennans On Michigan	1101 Michigan Ave.
1511	Dennys Bar	2140 Calumet Dr.
1525	Fountain Park Lounge	922 N. 8 <sup>th</sup> St.
1119	Four Of A Kind	811 Indiana Ave.
2192	Harrys Diner	2504 Calumet Dr.
2949	Harrys Prohibition Bistro	668 South Pier Dr.
2962	Night Moves II	1210 Michigan Ave.
2272	PJ's Party Zone	910 N. 18 <sup>th</sup> St.
1229	Sheboygan Moose Lodge #438	1811 Georgia Ave.
2717	Shevegas Nightclub	1133 Michigan Ave.
2899	Zodiak	2518 N. 15 <sup>th</sup> St.

CLASS "B" FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

No.	Name	Address
1986	Pizza Hut #13440	1107 N. 14 <sup>th</sup> St.
1987	Pizza Hut #13462	2727 S. Business Dr.
1328	Sheboygan Athletic Club	2338 New Jersey Ave.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

CLASS "C" WINE LICENSE (June 30, 2014)

No.	Name	Address
-----	------	---------

2604 Z Spot Espresso & Coffee 1024 Indiana Ave.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

**\*R. C. No. 22 - 13 - 14. By LAW AND LICENSING. May 20, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 11-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following license be granted:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	JMKAC	608 New York Ave. – one-day events to be held 6/20/13 & 8/15/13 to include northwest side of building & Festival Greens.
1337	Sheboygan Elk's Lodge	1943 Erie Ave. – one-day events to be held 6/29/13, 7/26/13 & 8/18/13 to include the area south of the building & all the grassy area.

SIDEWALK CAFÉ LICENSE (April 14, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>TH</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> St.(change from last year)
2427	Urbane	1231 N. 8 <sup>th</sup> St.
2604	Z Spot	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
1530	Hoppert, Laurie A.
9937	Jacobs, Anne M.
9943	Kroening, Sheena M.
2932	Ninmer, Jennifer L.
9936	Potter, John D.
9935	Rautmann, Carley M.
9945	Schultz, Matthew A.
7917	Schultz, Victoria A.
9944	Tomsa, Nicolae
9942	Vang, Pavoua
9939	Villa-Rivera, Jose E.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>
9938	Starkey, Paul D.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

**\*R. C. No. 23 - 13 - 14. By FINANCE. May 20, 2013.**

Your Committee to whom was referred the following:

1. R. O. No. 9-13-14 by the Purchasing Agent submitting bids for Improvements in the drying of Biosolids at the City of Sheboygan Regional Wastewater Treatment Facility; and
2. Res. No. 5-13-14 by Alderperson Hammond authorizing entering into contract for Biosolids Dewatering and Drying Improvements for the City of Sheboygan Regional Wastewater Treatment Facility;

recommends that the documents be placed on file as Public Works is passing a Substitute Resolution this evening.

**R. C. No. 24 - 13 - 14. By LAW AND LICENSING. May 20, 2013.**

Your Committee scheduled a Quasi-Judicial Hearing to determine whether the Taxicab Driver's License #9748 held by Roxana Ramirez should be suspended or revoked.

At the time scheduled for the hearing, Roxana Ramirez appeared before the committee. The committee heard testimony from witnesses and considered documentary evidence. Ramirez testified on her own behalf.

The committee found the following facts:

On February 26, 2013, Roxana Ramirez did the following:

- Count 1: Operated a motor vehicle without having a Wisconsin Driver's License on her person, in violation of §343.18(1), Wis. Stats., as adopted in §70-1, Sheboygan Municipal Code.
- Count 2: Operated a motor vehicle without having in her possession a City of Sheboygan Taxicab Driver's License, in violation of §130-57(c)(1), Sheboygan Municipal Code.

May 20, 2013

- Count 3: Engaged in disorderly conduct, in violation of §70-202, Sheboygan Municipal Code, while operating a taxicab in the City of Sheboygan.
- Count 4: Possessed narcotics without a prescription, a felony, in violation of §961.41(3g)(am), Wis. Stats., while operating a taxicab in the City of Sheboygan.
- Count 5: Possessed drug paraphernalia, in violation of §961.573(1), Wis. Stats., while operating a taxicab in the City of Sheboygan.
- Count 6: Operated a motor vehicle without having a properly posted taxi fare schedule, in violation of §130-59(d), Sheboygan Municipal Code.
- Count 7: Entered a city park after hours, in violation of §74-41(b), Sheboygan Municipal Code, while operating a taxicab in the City of Sheboygan.

Pursuant to §130-63, Sheboygan Municipal Code, said violations subject the license to revocation by the Common Council.

Based on those findings of fact, your Committee recommends the following:

1. That, based on the licensee's right to object to this Committee's finding under §125.12(2)(b)3, Wis. Stats., the licensee's written objections, if any, be provided to the Common Council and considered, in conjunction with the Committee's finding and the prosecution's arguments, but that neither the licensee nor the City in its prosecution function shall be permitted to make oral argument;
2. That the license be revoked immediately upon the Common Council's acceptance of these findings of facts and imposition of penalty.
3. That the costs of the Quasi-Judicial Hearing be charged to Roxana Ramirez.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey || 13.

Nays: None.

**R. C. No. 25 - 13 - 14. By LAW AND LICENSING. May 20, 2013.**

Your Committee scheduled a Quasi-Judicial Hearing to determine whether the Taxicab Business License #2847 held by VIP Taxi (Abraham Loya, agent) should be suspended or revoked.

At the time scheduled for the hearing, Abraham Loya appeared before the Committee. The Committee heard testimony from witnesses and considered documentary evidence. Loya testified on his own behalf.

The Committee found the following facts:

- Count 1: On May 5, 2012, Randall Knabe transported a passenger for hire on behalf of and on the behest of VIP Taxi without first obtaining a Taxicab Driver's License from the common council, in violation of §130-56(c), Sheboygan Municipal Code.
- Count 2: On May 5, 2012, Randall Knabe transported a passenger for hire on behalf of and on the behest of VIP Taxi while his Wisconsin Driver's License was revoked, §344.43(1)(b), Wis. Stats., as adopted by §70-1,
- Count 3: On August 10, 2012, while operating a taxicab within the City of Sheboygan, Abraham Loya failed to stop at a stop sign, in violation of §346.46, Wis. Stats., as adopted by §70-1, Sheboygan Municipal Code.
- Count 4: On September 8, 2012, Abraham Loya transported passengers within the city limits without first obtaining a Taxicab Driver's License, in violation of §130-56(c), Sheboygan Municipal Code.
- Count 5: On January 29, 2013, Abraham Loya operated a taxicab within the city limits without first obtaining a Taxicab Driver's License, in violation of §130-56(c), Sheboygan Municipal Code.
- Count 6: On January 29, 2013, Abraham Loya operated a taxicab within the city without the proper signage, in violation of §130-59(e)(2), Sheboygan Municipal Code.

Pursuant to §130-63, Sheboygan Municipal Code, said violations subject the license to revocation by the Common Council.

Based on those findings of fact, your committee recommends the following:

1. That, based on the licensee's right to object to this Committee's finding under §125.12(2)(b)3, Wis. Stats., the licensee's written objections, if any, be provided to the Common Council and considered, in conjunction with the Committee's finding and the prosecution's arguments, but that neither the licensee nor the City in its prosecution function shall be permitted to make oral argument;
2. That the license be revoked beginning 14 days after Common Council's acceptance of these findings of facts and imposition of penalty.
3. That the costs of the Quasi-Judicial Hearing be charged to Abraham Loya, as agent for VIP Taxi.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey || 13.

Nays: None.

**\*R. C. No. 26 - 13 - 14. By FINANCE. May 20, 2013.**

Your Committee to whom was referred a copy of Res. No. 182-12-13 by Alderperson Hammond authorizing executing the First Amendment to Lease Agreement between the City of Sheboygan and Nemschoff Chairs, Inc., to include additional City-owned land; recommends that the Resolution be passed.

**\*R. C. No. 27 - 13 - 14. By FINANCE. May 20, 2013.**

Your Committee to whom was referred the following:

1. R. O. No. 335-12-13 by the Purchasing Agent submitting bids for the provision and installation of a masonry based monument style sign with lighting and an electronic message board at the northwest corner of Fountain Park; and
2. Res. No. 184-12-13 by Alderperson Heidemann authorizing entering into contract for the purchase and installation of a lighted monument sign with electronic message board to be located at the northwest corner of Fountain Park;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed *contingent* on receiving a Certificate of Appropriateness from the Historic Preservation Committee.

**\*R. C. No. 28 - 13 - 14. By FINANCE. May 20, 2013.**

Your Committee to whom was referred Res. No. 4-13-14 by Alderperson Hammond authorizing a transfer of appropriations in the 2013 Budget (establish appropriation for purchase and demolition of 1014 and 1016 Erie Ave. and appropriation for 2013 mini-storm sewer projects); recommends that the Resolution be passed.

**R. C. No. 29 - 13 - 14. By FINANCE. May 20, 2013.**

Your Committee to whom was referred Res. No. 4-13-14 by Alderperson Hammond authorizing a transfer of appropriations in the 2013 Budget (establish appropriation for purchase and demolition of 1014 and 1016 Erie Ave. and appropriation for 2013 mini-storm sewer projects); recommends that the Resolution be passed.

Was accepted and adopted.

**\*R. C. No. 30 - 12 - 13. By PUBLIC WORKS. May 20, 2013.**

Your Committee to whom was referred the following:

1. A copy of R. O. No. 9-13-14 by the Purchasing Agent submitting bids for Improvements in the drying of Biosolids at the City of Sheboygan Regional Wastewater Treatment Facility; and
2. A copy of Res. No. 5-13-14 by Alderperson Hammond authorizing entering into contract for Biosolids Dewatering and Drying Improvements for the City of Sheboygan Regional Wastewater Treatment Facility;

recommends that the Report of Officer be accepted and placed on file and the attached Substitute Resolution be passed.

**\*R. C. No. 31 - 13 - 14. By PUBLIC WORKS. May 20, 2013.**

Your Committee to whom was referred Res. No. 6-13-14 by Alderperson Heidemann authorizing the appropriate City Officials to enter into contract for construction management and oversight for the Sheboygan River, Area of Concern (AOC) habitat restoration improvement projects for Esslingen Park, Wildwood Island, and the river bank adjacent to Kiwanis Park and to waive the competitive bidding requirement for the contract. All services will be conducted between April, 2013 and December, 2015; recommends that the Resolution be passed.

**\*R. C. No. 32 - 13 - 14. By PUBLIC WORKS. May 20, 2013.**

Your Committee to whom was referred Res. No. 7-13-14 by Alderperson Heidemann authorizing the appropriate City officials to execute the Campmarina Maintenance Agreement; recommends that the Resolution be passed.

**\*R. C. No. 33 - 13 - 14. By SALARIES AND GRIEVANCES. May 20, 2013.**

Your Committee to whom was referred Res. No. 8-13-14 by Alderperson Donohue amending the City of Sheboygan Compensation Program for Non-Represented Employees so as to change the date for annual performance reviews in certain circumstances and to add the Merit Adjustment form; recommends that the Resolution be passed.

**\*R. C. No. 34 - 13 - 14. By LAW AND LICENSING. May 20, 2013.**

Your Committee to whom was referred Gen. Ord. No. 2-13-14 by Alderperson VanderWeele amended subsection (c) of Section 130-58 of the City of Sheboygan Municipal Code so as to update the fee for a taxicab driver's license; recommends that the attached Substitute Ordinance be passed.

**R. C. No. 35 - 13 - 14. By SALARIES & GRIEVANCES. May 20, 2013.**

The Salaries and Grievances Committee met and discussed proposed Gen. Ord. No. 3-13-14 by Alderperson Donohue relating to health insurance and Wisconsin Retirement System contribution rates for the Office of Mayor. The Committee recommends that the contribution level to the WRS for the office of Mayor shall be as provided by state law; but does not recommend any change to the health insurance contribution rate for the Office of Mayor. Therefore, the Committee recommends filing proposed Gen. Ord. 3-13-14 and adoption of Subs. of Gen. Ord. 3-13-14.

Was accepted and adopted.

**\*R. C. No. 36 - 13 - 14. By SALARIES AND GRIEVANCES. May 20, 2013.**

Your Committee to whom was referred Gen. Ord. No. 4-13-14 by Alderperson Donohue amending Sec. 29-75 of the 1975 Sheboygan Municipal Code so as to add a position to the Police Department Table of Organization; recommends that the Ordinance be passed.

**RESOLUTIONS ON SECOND READING**

**\*Res. No. 182 - 12 - 13. By Alderperson Hammond. April 16, 2013.**

**A RESOLUTION** authorizing the appropriate City officials to execute the First Amendment to Lease Agreement between the City of Sheboygan and Nemschoff Chairs, Inc. to include additional City-owned land.

**RESOLVED:** That the Mayor and City Clerk are hereby authorized to execute the First Amendment to Lease Agreement between the City of Sheboygan and Nemschoff Chairs, Inc. in form substantially similar to the attached.

**\*Res. No. 184 - 12 - 13. By Alderperson Heidemann. April 15, 2013.**

**A RESOLUTION** authorizing the Purchasing Agent to enter into contract for the purchase and installation of a lighted monument sign with electronic message board to be located at the northwest corner of Fountain Park.

**WHEREAS:** There is no sign to identify Fountain Park on the west side along North 9<sup>th</sup> Street and;

**WHEREAS:** Usage of the park for special events has risen in the past few years and the park is a beautiful feature located at the eastern edge of the Erie Avenue "Gateway" neighborhood and;

**WHEREAS;** The addition of a lighted monument style sign with electronic message center will allow for the city to properly identify the park and raise public awareness of events to be held in the park, promoting community involvement and;

**WHEREAS;** There are available funds for a sign within the 2012 Federal Community Development Block Grant (CDBG) program and;

**WHEREAS;** The City has received and reviewed competitive bids for the sign under Request For Bids #1708-13 and has determined that the low bid meets or exceeds all specifications;

**RESOLVED:** That the Purchasing Agent is hereby authorized to enter into contract with Klunck Masonry Inc. of Sheboygan for the installation of a masonry base monument sign with electronic message center as bid at a cost of \$16,600.00 of which 100% is funded by the CDBG.

**BE IT FURTHER RESOLVED:** That the appropriate City officials are authorized to draw the funds from Account 21261100-6311100 2012 Community Development Block Grant funding, in payment thereof.

**\*Res. No. 3 - 13 - 14. By Alderperson Hammond. May 6, 2013.**

**A RESOLUTION** authorizing entering into an agreement with the Sigma Group to conduct engineered cap and seawall inspection activities for the South Pier District and waiving the competitive bid process.

**WHEREAS:** under the case closure letters from the Wisconsin Department of Natural Resources, a yearly engineered barrier inspection shall be completed and every five years the seawall shall be inspected utilizing underwater inspections;

**WHEREAS:** the Sigma Group was the original environmental consultant that the City contracted with for the redevelopment of the former C. Reiss Coal Properties and has substantial knowledge of the area.

**RESOLVED:** That the appropriate City officials are hereby authorized and directed to enter into contract with the Sigma Group for \$24,000 to complete the inspections as required by the Wisconsin DNR;

**BE IT FURTHER RESOLVED:** That the Finance Director/Treasurer is authorized to draw from the Boat Facilities Fund, Account Number 61137110-524110 for payment thereof.

**Res. No. 4 - 13 - 14. By Alderperson Hammond. May 6, 2013.**

**A RESOLUTION** to authorize a transfer of appropriations in the 2013 Budget.

**RESOLVED:** That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing appropriation for purchase and demolition of 1014 and 1016 Erie Ave.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Home Rehab Grant Fund	Home Rehab Grant Fund	
Unreserved Fund Balance	Land acquisition	



**RESOLVED:**

- 1) That the Common Council hereby amends the City of Sheboygan Compensation Program for Non-Represented Employees so as to provide that the date of the change in position, where an employee receives a mid-year promotion or demotion which increases or decreases the employee's pay, replaces their anniversary date as the effective date for their annual performance review, thus becoming their new 12-month review date.
- 2) That the Common Council hereby amends the City of Sheboygan Compensation Program for Non-Represented Employees so as to provide that the Merit Adjustment Form allows the supervisors to identify the appropriate application of the merit and/or incentive adjustment regarding an increase to base pay and/or a one-time lump sum. Copies of the affected pages of the current program document reflecting these changes are attached hereto for reference.

**ORDINANCES ON SECOND READING**

**\*Subs. of Gen. Ord. No. 2 - 13 - 14. By Alderperson VanderWeele. May 20, 2013.**

AN ORDINANCE amending subsection (c) of Section 130-58 of the City of Sheboygan Municipal Code so as to update the fee for a taxicab driver's license.

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

Section 1. Section 130-58 of the Sheboygan Municipal Code, entitled "Fees," is hereby repealed and re-created in subsection (c) thereof to read as follows:

"Sec. 130-58. Fees.

- ...
- (c) The fee for a taxicab driver's license required by this division shall be \$17.00 per year or fractional part thereof."
- Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

**Subs. of Gen. Ord. No. 3 - 13 - 14. By Alderperson Donohue. May 20, 2013.**

AN ORDINANCE amending Subsection 3 of Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12 relating to Wisconsin Retirement System contribution rates for the office of Mayor.

**WHEREAS**, Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12, adopted March 19, 2012, establishing the mayor's salary, provided in Subsection 3 thereof that the Mayor's contribution to the Wisconsin Retirement System ("WRS") would be 6.65%, which was the statutory amount at the time of adoption; and

**WHEREAS**, the statutory contribution level for local elected officials has changed for 2013, and may change again in the future; and

**WHEREAS**, it would be advantageous for the WRS contribution level to conform to the statutorily required contribution level;

**NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:**

Section 1. Subsection 3 of Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12 is hereby amended to read as follows:

"Subsection 3.

- (a) The contribution level to the Wisconsin Retirement System for the office of Mayor shall be as provided by state law.

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

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Substitute Ordinance was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Heidemann, Hermann, Thiel, Lessard, Lewandoske, VanderWeele □ 9.

Nays: Donohue, Hammond, Matichek, Versey □ 4.

**\*Gen. Ord. No. 4 - 13 - 14. By Alderperson Donohue. May 6, 2013.**

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add a position to the Police Department Table of Organization.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section D.4. Police Department as follows:

Class Title	Job Code	Class Grade	NO. Employees
-------------	----------	-------------	---------------

POLICE DEPARTMENT

4. Administration Division

Section 2. The new job description for the Telecommunicator Trainee is attached, and copies of which shall be on file in the offices of the City Clerk, Human Resources Department, and City Finance.

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

**ORDINANCES INTRODUCED**

**Gen. Ord. No. 6 – 13 - 14. By Alderpersons Thiel and Lewandoske. May 20, 2013.**

**AN ORDINANCE** granting Nemschoff Chairs, Inc., its successors and assigns, the privilege of encroaching upon described portions of the dead end road right-of-way located at 2218 Julson Ct. in the City of Sheboygan for the purpose of improving and maintaining the property as a parking lot.

Was referred to the City Plan Commission.

**MATTERS LAID OVER**

**Gen. Ord. No. 5 – 13 - 14. By Alderpersons Lewandoske and Thiel. May 6, 2013.**

**AN ORDINANCE** annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 22nd day of March, 2013, signed by all the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOLUME 7, PAGE 236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND THE SOUTH 1/2 OF WILGUS AVE. (AKA WILGUS RD.) ADJACENT TO SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15 N., R. 23 E. THENCE S 88°46'57" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00°26'17" W 654.80' TO A POINT ON THE CENTER LINE OF WILGUS AVE. SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE WEST R/W LINE OF N. 36TH ST. AND SAID CENTER LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE N 63°54'43" W ALONG SAID CENTER LINE 129.30' TO THE NW CORNER OF THE C.S.M., THENCE S 00°21'17" W ALONG THE WEST LINE OF SAID C.S.M. 195.81' TO THE SW CORNER OF LOT 1 OF SAID C.S.M., THENCE N 88°38'47" E ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS EXTENSION, 176.36' TO A POINT ON THE EAST R/W LINE OF N. 36TH ST., THENCE N 00°26'17" E ALONG SAID EAST R/W LINE AND ITS EXTENSION 105.51' TO A POINT ON THE CENTER LINE OF WILGUS AVE., THENCE N 63°54'43" W ALONG SAID CENTER LINE 66.56' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 26,573.07 SQ. FT. OR 0.61 ACRES.

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. The territory described in Section 1 of this ordinance is hereby made a part of the 16th Ward and 5th Aldermanic District.

Section 6. This ordinance shall take effect upon passage and publication as provided by law.

On motion by Alderperson Lewandoske and second by Alderperson Thiel, the Ordinance was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichuk, Thiel, VanderWeele, Versey □ 12.

Nays: None.

Abstain: Donohue □ 1.

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey 13.

Nays: None.

---

Mayor

---

City Clerk

**1) 1.1 May 20, 2013 ROLL CALL**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weele	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
		<hr/>		
		13	0	0

**2) 1.3 APPROVAL OF MINUTES**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weele	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
		<hr/>		
		13	0	0

**3) 1.5 CONFIRMATION OF COUNCIL APPOINTMENTS**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		

Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weele	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
		<hr/>		
		13	0	0

**4) 2.1 HEARING**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weele	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
		<hr/>		
		13	0	0

**5) Consent Agenda 3.1 thru 3.25**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		

Hammond	Don	1
Heidemann	Joseph	1
Thiel	Bill	1
Lessard	Susan	1
Lewandoske	Scott	1
Matichek	Kevin	1
Van Akkeren	David	
Vander Weerk	Jodi	1
Versey	Scott	1
Hermann	Mark	1

---

<b>13</b>	<b>0</b>	<b>0</b>
-----------	----------	----------

**6) 6.1 REPORTS OF COMMITTEE Motion to accept and adopt and accept and file 4.**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weerk	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		

---

<b>13</b>	<b>0</b>	<b>0</b>
-----------	----------	----------

**7) 6.2 REPORTS OF COMMITTEE Motion to accept and adopt and accept and file 4.**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		

Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weerk	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
		<hr/>		
		13	0	0

**8) 6.3 REPORTS OF COMMITTEE Motion to accept and adopt and pass Resolution**

Last Name	First Name	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weerk	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
		<hr/>		
		13	0	0

**9) 6.4 REPORTS OF COMMITTEE Motion to accept and adopt and pass Substitute O**

Last Name	First Name	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne		1	
Hammond	Don		1	
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin		1	

Van Akkeren	David			
Vander Weerk	Jodi	1		
Versey	Scott		1	
Hermann	Mark	1		
		<hr/>		
		9	4	0

**10) 8.1 MATTERS LAID OVER Motion to pass Ordinance**

Last Name	First Name	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne			1
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weerk	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
		<hr/>		
		12	0	1

**11) 10.1 MOTION TO ADJOURN**

Last Name	First Name	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy	1		
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weerk	Jodi	1		
Versey	Scott	1		

Hermann

Mark

1

13

0

0