

*****ATTACHMENTS*****

II

4.5

R. O. No. 73 - 19 - 20. By BOARD OF WATER COMMISSIONERS.
September 3, 2019.

To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners for the Sheboygan Water Utility recommend passage of an Ordinance repealing and recreating Article VIII, Division 4 of Chapter 26 of the Municipal Code entitled "Sewer and Water Services".

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President

Public Works

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Gen. Ord. No. 17 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 3, 2019.

AN ORDINANCE repealing and recreating Section 26-907 and Article VIII, Division 4 of Chapter 26 of the Municipal Code entitled "Sewer and Water Services."

WHEREAS, the consumption of lead in drinking water and from other environmental sources has been determined to cause health problems; and

WHEREAS, the City of Sheboygan and the Sheboygan Board of Water Commissioners find it in the public interest to establish an ongoing program for replacing lead and galvanized service lines connected to the municipal water distribution system; and

WHEREAS, galvanized steel service lines are also a health concern due to lead in coatings and the accretion of lead particles if the galvanized line was ever connected to a lead service line; and

WHEREAS, given the widespread and large number of lead and galvanized service lines installed throughout the City's history, replacement is expected to take place over many years; and

WHEREAS, the Sheboygan Water Utility maintains WDNR-approved water treatment practices intended to minimize lead leaching into drinking water from lead and galvanized service lines that were installed during the first half of the twentieth century and earlier; and

WHEREAS, property owners can also take steps to further reduce risks, such as using point-of-use devices designed to further reduce lead levels, if present; and

WHEREAS, pursuant to § 62.11(5), Wis. Stats., the Common Council has the management and control of the city property, finances, highways, navigable waters, and the public service, and shall have power to act for the government and good order of the city, for its commercial benefit, and for the health, safety, and welfare of the public, and may carry out its powers by license, regulation, suppression, borrowing of money, tax levy, appropriation, fine, imprisonment, confiscation, and other necessary or convenient means; and

WHEREAS, pursuant to § 196.372(2), Wis. Stats., a public water utility may provide financial assistance to the owner of a property to which water utility service is provided for the purpose of assisting the owner in replacing customer-side water service lines containing lead if each of the following three conditions are met:

Public Works

1. The city in which the public water utility provides utility service to the property has enacted an ordinance that:

- permits the water public utility to provide the financial assistance, and
- requires each owner of a premises that is serviced by a customer-side water service line containing lead to replace that property-side water service line.

2. The street-side water service line and the water main pipe that are connected to the property-side water service line either:

- do not contain lead, or
- the lead-containing portion of the street-side water service line or water main pipe is replaced at the same time as the property-side water service line is replaced.

3. The public service commission has granted its approval pursuant to § 196.372(3), Wis. Stats.

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

Section 1. Section 26-907 of the Municipal Code, entitled "Definitions" is hereby repealed and recreated to read as follows:

"Sec. 26-907. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Curb stop means a buried shut-off valve on a service line usually located near the right-of-way line.

Distribution system means the network of water mains or pipes, hydrants, valves and appurtenances owned and operated by the Water Utility. The Utility does not own either the street-side or property-side portion of water service lines.

Galvanized steel service line (GSL) means a water service line constructed of galvanized steel.

Lead service line (LSL) means a water service line constructed of lead, a material commonly used prior to the 1950s. For purposes herein,

GSL and LSL are considered the same in terms of requirements and qualifying for the financial assistance program described in Division 4 of this Article.

Plumbing means and includes:

- (1) All piping, fixtures, appliances, equipment, devices and appurtenances in connection with the water supply, water distribution and drainage systems, including hot water storage tanks, water softeners and water heaters connected with such water and drainage systems and also includes the installation thereof.
- (2) The construction, connection or installation of any drain or waste piping system from the outside or proposed outside foundation walls of any building to the mains or other sewage system terminal within bounds of, or beneath an area subject to easement for highway purposes, including private sewage systems, and the alteration of any such systems, drains or waste piping.
- (3) The water service piping from the outside or proposed outside foundation walls of any building to the main or other water utility service terminal within bounds of or beneath an area subject to easement for highway purposes and its connections.
- (4) The water pressure system other than municipal systems as provided in W.S.A., ch. 144.
- (5) A plumbing and drainage system so designed and vent piping so installed as to keep the air within the system in free circulation and movement; to prevent with a margin of safety unequal air pressures of such force as might blow, siphon or affect trap seals, or retard the discharge from plumbing fixtures, or permit sewer air to escape into the building; to prohibit cross connection, contamination or pollution of the potable water supply and distribution systems; and to provide an adequate supply of water to properly serve, cleanse and operate all fixtures, equipment, appurtenances and appliances served by the plumbing system.

Pre-qualified plumbing contractor means a person, firm, or corporation or other entity licensed by the State of Wisconsin to perform plumbing work and established on the Water Utility's pre-qualified list of plumbing contractors.

Property means real property as defined in § 70.03, Wis. Stats.

Property owner means a person or legal entity having a possessory interest, legal or equitable, in property, which defined term includes an estate, trust, or lien.

Property-side service line means the portion of the water service line from the outlet joint of the curb stop to the inlet of the property's water meter.

Service line means a smaller pipe connected as a lateral to a larger public water main and intended to convey water into buildings or grounds. Service lines are the responsibility of the property owner served, or intended to be served, by the line.

Spot lead service line means a water service line constructed of lead (or galvanized) on either the property or street side portions, but not both.

Storm and clear drains means a drain, sewer or pipe for conveying water, stormwater, groundwater, subsurface water or clear water wastes from any source and shall include sump pumps as defined by Chapter SPS 382, Wis. Admin. Code.

Street-side service line means the portion of the water service line from the water main to the outlet of the curb stop, including the curb stop, but not the outlet joint of the curb stop."

Section 2. Division 4 of Article VIII of Chapter 26 of the Municipal Code is hereby repealed and recreated to read as follows:

"DIVISION 4. - SEWER AND WATER SERVICES

Sec. 26-991. - Supervision.

All sewer mains and all water mains shall be under control of the department of engineering and public works and the board of water commissioners, and no service pipe shall be laid and no opening into or connection with a sewer service lateral, public sewer or water main shall be made, relayed, replaced or repaired, except under the direction and supervision of the plumbing inspector.

Sec. 26-992. - Connections with public sewer and water systems—Permit required.

No person shall open any street, alley or other public place for the purpose of laying or repairing any water service or drain pipe, or make or repair any attachment or connection with any water or sewer service or drain or do any kind of work connecting any private sewer or drain to the

main or street sewer or other disposal terminal, or in connecting any water pipe or system to the water main, or do any other kind of work in connection with any public or private sewer inside or outside of any building except emergency repairs, without first having obtained a written permit therefor from the department of engineering and public works or its authorized agent.

Sec. 26-993. - Same-Issuance of permits.

Permits required by this division shall be issued only upon written application made by a licensed master plumber, utility contractor, master plumber restricted sewer, authorized by the owner or agent of the premises desiring to make such excavations, connections, extension or alteration, stating the name of the owner and that the owner and such licensed contractor will be bound by and be subject to all rules and regulations as prescribed in this article, giving the exact location of the premises, stating the purpose for which the connection, extension or alteration is to be used, the time when the work is to be done and all other particulars in respect thereto.

Sec. 26-994. - Same-Availability of permits.

No work of laying or relaying building sewers, storm drains or water services shall be commenced or continued without the required permit to connect with the public water or sewer system being on the premises and in the possession of the plumber or his employee.

Sec. 26-995. - Time for connections.

If the plumber is unable to make the connection at the time specified, then notice shall be left at the office of the plumbing inspector requesting another time for inspection of the connection.

Sec. 26-996. - Extension through lot line.

- (a) When sewer (sanitary, storm and mini-storm) laterals and water laterals are laid, they shall be laid to run from their mains to two feet inside the lot line.
- (b) The installation and maintenance of all sewer (sanitary, storm and mini-storm) and water laterals from the city mains shall be the responsibility of the owner of the property which they serve.

Sec. 26-997. - Connection to city sewer system beyond city limits.

- (a) No person shall connect or join or cause to be connected or joined to the sanitary or storm water sewerage system of the city, either

directly or indirectly, any sanitary or stormwater sewer from outside of the limits of the city, except a duly organized sewage district, in which case all connections in such districts with the city sewerage system and its extensions, and all plumbing connected with the system, to any building, lot or premises outside of the city limits shall be in conformity and in full compliance with the plumbing regulations which the common council may enact as part consideration for the granting of permits for extension of and connection with the city sewerage system.

- (b) No sanitary sewer serving any property in the city, or any lot or area served by virtue of its being perpendicularly adjacent to city sanitary sewer service shall be extended from or through the lot so served to another lot or area beyond the corporate limits of the city. The plumbing inspector shall not issue a permit for plumbing work that would result in violation of the provisions of this section.

Sec. 26-998. - Abandonment of building sewer.

- (a) Any person demolishing or moving a building or structure that is served by a sewer shall engage a licensed master plumber under permit to properly abandon the building sewer immediately inside the front lot line on private property.
- (b) The building sewer shall be disconnected at the front lot line and the pipe capped with materials approved by Chapter SPS 384 of the Wis. Admin. Code.
- (c) Abandoned lead water service laterals shall be disconnected and capped at the main and the pipe capped with materials approved by Chapter SPS 384 of the Wis. Admin. Code.
- (d) Sewer and water services permanently abandoned shall be disconnected at the main according to subsection (b).

Sec. 26-999. - Location of drains, sewers and junctions—Recorded by city engineer.

The city engineer shall keep proper records of the location of the premises on which a sewer connection is made, the name of the owner, the name of the plumber making the connection and the exact location of the connection with the public sewer of each drain or sewer so laid and connected.

Sec. 26-1000. - Same—Depth and locations.

The city engineer shall furnish, upon request by any interested person, information concerning the size, location and depth of public and private sewers or drains and the position of the branch, junctions and appurtenances. All reasonable care shall be taken to ensure the correctness of such information, but such correctness will not be guaranteed in any way by the city. When, in accordance with the measurements furnished, a junction is not located, an approved saddle shall be used and such connection shall be made under the direction of the city engineer or plumbing inspector.

Sec. 26-1001. - Openings in streets.

- (a) *Permits required.* No person shall uncover or excavate under or around any sewer for any purpose without having obtained a written permit therefor as required in section 26-961. The person performing such work for which a permit was not obtained, and his employer under whose direction the work was done, shall be deemed guilty of a violation of this section.
- (b) *Backfilling.* Backfilling of trenches shall be made with due care and in a workmanlike manner according to approved standards and methods so as to prevent the breaking of the pipes or joints or the settling of drain sewer. The backfilling shall be done in accordance with the standards and methods for excavation and backfilling on file with the department of public works and as amended from time to time. Copies of such standards and methods shall be made available by the departments of engineering and public works to any contractor engaged in such work.

Sec. 26-1002. - Surface water drains and connections.

- (a) No person shall connect any rainwater leaders or area drains, or make any similar connections with any public sanitary sewer which empties into the city sanitary sewerage system nor drain any lot or area into any manhole connecting with any such sanitary sewerage system and any such connections presently existing shall be forthwith removed by the owner of the premises involved.
- (b) No person shall open any storm sewer or connect any rainwater leader or area drain therewith without permission from the plumbing inspector and the departments of engineering and public works, and subject to such conditions as they shall impose.
- (c) All storm and clear water drains in and for any new building construction located adjacent to an existing storm sewer shall be connected to such storm sewer prior to occupancy.

- (d) Owners of existing buildings shall connect all storm and clear water drains to mini-storm sewers (auxiliary sewers installed primarily for storm and clean water drains and sump pump connections which are constructed subsequent to the paving of the adjacent street) or storm sewers which serve their property within 90 days of notice of serviceability of such storm sewer or mini-storm sewer, with the exception that extensions of up to two years at a time may be granted upon application by the property owner to the committee on public works of the common council supported by a sworn statement that no clear water problem exists and indemnifying the city against any injury, loss or damage stemming from the introduction of clear water into the city's sanitary sewer system.
- (e) All new commercial and industrial buildings and additions and/or remodeling to existing commercial and industrial buildings shall have rain gutters and downspouts, or other such system as approved by the city engineer, for directing rainwater from the respective roofs to city storm sewer, or to designed retention ponds or other systems approved by the city engineer, in such a manner that water runoff directed to or discharged upon adjacent private properties is neither increased in intensity or rate of flow, unless an easement or other written consent is obtained from the owners of all surrounding properties upon which such increased water runoff is, or is to be, discharged.

Sec. 26-1003. - Water services and private water mains.

Water service laterals and private water mains from the public water main in the street to the curb stop shall be ductile iron, soft copper, or plastic, as permitted under SPS 384.30(4), Wis. Admin. Code, with no sweat joints underground. If plastic, then the lines and mains must be installed with tracing wire.

Sec. 26-1004. - Identification of Lead and Galvanized Service Lines.

- (a) The Water Utility shall create and maintain a record of the location of all identified lead and galvanized service lines in the City. This includes information from plumbing records and field observations.
- (b) Upon notice from the Utility, any person or entity who owns, manages, or otherwise exercises control over a property connected to the distribution system shall allow the Utility to inspect the property-side service line to determine the service line material as authorized by § 196.171, Wis. Stats.

Sec. 26-1005. - Lead and Galvanized Service Line replacement requirement.

- (a) All existing lead and galvanized service lines connected to the water distribution system shall be replaced with water service lines constructed of materials as authorized in this ordinance. Repairs shall not be allowed.
- (b) No person, other than a Utility employee or agent, may connect a property-side LSL to a non-lead street-side service line, or a non-lead property-side service line to a street-side LSL.
- (c) Prior to replacement of street-side lead service lines, such as on water main replacement projects, the Utility shall inspect all affected property-side service lines for the presence of lead or galvanized steel.
- (d) If a property or street-side LSL is to be replaced, then any remaining lead or galvanized portion of the service line must also be replaced at the same time.
- (e) On all water main replacement projects, or other construction projects where significant and direct impact will affect lead or galvanized water service lines, all lead and galvanized service lines shall be replaced, and not reconnected, in their entirety. This generally excludes street restoration that does not involve excavation of the water service lines.

Sec. 26-1006. - Financial assistance for lead and galvanized service line replacements.

- (a) The City authorizes its Board of Water Commissioners, acting through the Water Utility, to implement and maintain a financial assistance program for the replacement of lead and galvanized service lines in accord with the requirements of the Wisconsin Public Service Commission.
- (b) If the Board of Water Commissioners implements an approved financial assistance program, the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the entire service line replacement, but not to exceed a maximum grant amount established by the Board of Water Commissioners, which shall periodically review and adjust the maximum grant amount. All work must be done by a Utility-approved plumbing contractor.
- (c) In the event of a planned service line replacement, such as on a water main replacement project, the actual cost for replacement of the street-side LSL will be assessed to the property owner in accord with Sheboygan ordinance 122-98c(4). The Utility may provide eligible

property owners with financial assistance for the entire cost of the property-side replacement.

- (d) In the event of an unplanned service line replacement, such as a leaking LSL, the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the entire LSL replacement, and the property owner must directly pay the remainder to the plumbing contractor, subject to the maximum grant amount. The cost of a service line replacement shall be determined by actual bid results and construction cost per foot of service line replacement. Additional work, such as electrical grounding or meter support, shall fall under property-side costs.
- (e) In the case of a spot LSL replacement, with lead only on the street-side, and if it is unplanned, then the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the spot LSL replacement, and the property owner must directly pay the remainder to the plumbing contractor. If it is planned, then the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the spot LSL replacement, and the remainder shall be assessed to the property owner.
- (f) In the case of a spot LSL replacement, with lead on the property-side, then the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the spot LSL replacement, and the property owner must directly pay the remainder to the plumbing contractor.
- (g) The property owner must also execute a temporary right of entry and construction easement authorizing the Utility and/or its contractors' access to the dwelling as needed.
- (h) Financial assistance granted to eligible property owners shall be in accordance with the following priority:
 - (1) Properties with licensed/certified child care facilities or schools.
 - (2) Properties where the Utility is replacing the street-side service line on a planned or emergency basis, or where other street construction will significantly impact LSL's, resulting in health concerns.
 - (3) Properties with a leaking or failed street-side or property-side service line

- (4) Properties where the Utility determines that replacing a property-side service line is in the best interest of health or safety.
 - (5) All remaining properties with lead or galvanized service lines.
- (j) Written applications for financial assistance.
- (1) A completed written application form provided by the Water Utility shall be signed and submitted by the property owner. The application shall include a certification by the property owner attesting that all eligibility criteria are met. The property owner alone, or collectively with others, must own an entire fee simple title to the property served by the service line.
 - (2) The application must include copies of quotes from at least two pre-qualified plumbing contractors for the proposed work.
 - (3) Prior to commencement of any work, the Utility shall determine if the property owner is eligible for financial assistance, and if there is money available to provide financial assistance. Such determination shall be provided in writing to the property owner. In order to qualify for financial assistance, the property owner must not have any outstanding municipal or other fees preventing issuance of a plumbing permit.
 - (4) Upon completion of an LSL replacement, the property owner shall provide the Utility with a copy of the invoice from the plumbing contractor. Upon satisfactory proof of completion, the Utility shall pay directly to the plumbing contractor the amount of financial assistance approved for the project.
 - (5) In the case of a planned water main replacement project, the written application requirement will be waived for each property with a LSL, and the LSL replacement work will be conducted under the overall water main replacement contract.
- (k) Disputes regarding eligibility for financing shall be appealed to the Board of Water Commissioners, whose determination is final.

Sec. 26-1007. - Private well abandonment.

- (a) Filling and sealing required. All private wells located on any premises which is served by the public water system of the city shall be properly filled at time of connection to the city's water supply system. Only those wells for which a well operation permit has been granted by the common council may be exempted from this requirement. Wells to be abandoned shall be filled in accordance with the procedures outlined in chapter NR 812 of the Wis. Admin. Code.
- (b) Well operation permit. A permit may be granted to a well owner to operate a well for a period not to exceed 15 years if the following requirements are met. Application shall be made on forms provided by the plumbing inspector.
 - (1) The well and pump installation meet the requirements of chapter NR 812 of the Wis. Admin. Code, and a letter from a licensed well and pump installer accompanies the application and provides that the well meets the requirements of chapter NR 812 of the Wis. Admin. Code.
 - (2) The well has a history of producing safe water and presently produces bacteriologically safe water as evidenced from laboratory tests by a laboratory certified by the State of Wisconsin.
 - (3) The proposed use of the well can be justified as being necessary in addition to water provided by the public water system.
 - (4) No physical or cross connection shall exist between the piping of the public water system and the private well.
- (c) Reports and inspection. A well abandonment report must be submitted by the well owner to the Wisconsin Department of Natural Resources on forms provided by that agency. The report shall be submitted immediately upon completion of the filling of the well.

Sec. 26-1008. - Connection to public waterworks required.

Upon annexation, or when expressly authorized by the common council, the public water supply system shall be made available to newly annexed areas or specifically designated premises. Thereafter, connection to the city's water supply system shall be made within 90 days. Every building intended for human occupancy located within the city shall utilize potable water from the public waterworks.

Sec. 26-1009. - Cross-connection control.

- (a) A cross-connection shall be defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the city water system, and the other water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.
- (b) No person shall establish or permit to be established or maintain or permit to be maintained any cross-connection. No interconnection shall be established whereby potable water from a private, auxiliary or emergency water supply other than the regular public water supply of the city may enter the supply or distribution system of the municipality unless such private auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the Sheboygan Water Utility and by the Wisconsin Department of Natural Resources in accordance with section NR 810.15(2) of the Wis. Admin. Code.
- (c) It shall be the duty of the Sheboygan Water Utility to maintain and implement a comprehensive cross connection control program for the elimination of all existing unprotected cross-connections and prevention of all future un-protected cross connections to the last flowing tap or end-use device, pursuant to section NR 810.15 of the Wis. Admin. Code. Included in said duty is to cause inspections to be made of all properties served by the public water system where cross-connections with the public water system is deemed possible.
- (d) Upon presentation of credentials, the representative of the city shall have the right to request entry at any reasonable time to examine any property served by a connection to the public water system of the city for cross-connections. If entry is refused, such representative shall obtain a special inspection warrant under W.S.A. § 66.122. On request, the owner, lessee or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property.
- (e) The Sheboygan Water Utility is hereby authorized and directed to discontinue water service to any property wherein any connection in violation of this section exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued only after reasonable notice and opportunity for hearing under W.S.A. chapter 68, except as provided in subsection (f). Water service to such property shall not be restored until the cross-

connection(s) has been eliminated in compliance with the provisions of this section.

- (f) If it is determined by the Sheboygan Water Utility that a cross-connection or an emergency endangers public health, safety or welfare and requires immediate action, and a written finding to that effect is filed with the city clerk and delivered to the customer's premises, service may be immediately discontinued. The customer shall have an opportunity for hearing under W.S.A. chapter 68, within ten days of such emergency discontinuance.
- (g) This section does not supersede the state plumbing code, but, is supplementary to it.

Sec. 26-1010. - Certification of compliance with Clearwater requirements.

- (a) No person may obtain a building permit for improvements to the interior of a building serviced by a sanitary sewer until such time as a certificate of compliance has been obtained from the building inspection department as provided in this section within ten business days of the application. Performing any improvements requiring a building permit without a certificate of compliance shall constitute a violation of this Code and shall be subject to the penalties set forth in section 26-908.
- (b) Upon written request to the building inspection department an inspection shall be conducted of the premises to ensure compliance with the provisions of section 26-1002 of the Code relating to illegal surface or ground water connections into the sanitary sewer system.
- (c) A certificate of compliance shall be issued by the building inspection department if the building is found to be in compliance with the provisions of the Code relating to surface and ground water connections.
- (d) A notice of noncompliance shall be issued by the building inspection department to the owner of record of any building found not to be in compliance with the provisions of section 26-1002. The notice shall set forth the areas of noncompliance and shall order the owner to bring the building into compliance.
 - (1) Orders applicable to buildings where a sump pump installation is illegal shall have a 60-day compliance period.

- (2) Orders applicable to buildings where clear water is illegally entering the sanitary sewer system via an under-the-basement floor connection shall have a 120-day compliance period.
- (e) In the event a request for a certificate of compliance is made within two years of the issuance of a previous certificate of compliance where an inspection was conducted, and the owner certifies that no changes have occurred to the premises since the previous certificate was issued which render the premises out of compliance with the city's Clearwater requirements, a reinspection of the premises will not be required.
- (f) Any present or proposed owner of a building feeling aggrieved by the issuance of a notice of noncompliance may appeal to the plumbing board of appeals by following the procedure outlined in sections 26-937 and 26-938 of the Code.
- (g) *No warranty.* A certificate of compliance indicates that so far as can be reasonably determined by a visual inspection of the premises and review of city records, the premises meets the requirements of this article. Neither the city, nor its inspectors assume any liability in the inspection or issuance of a certificate of compliance, and the issuance of a certificate of compliance does not guarantee or warrant the condition of the premises inspected.

Sec. 26-1011. - Backflow preventers.

In this section, "sanitary building drain" means horizontal piping within or under a building, installed below the lowest fixture or the lowest floor level from which fixtures can drain by gravity to the building sanitary sewer.

All new residential, commercial and industrial buildings shall have backflow prevention valves installed on all sanitary building drains at the owner's expense, except as provided below.

A property owner may apply in writing to the manager of planning and inspection services for an exception to the provisions of this section. The application must include evidence of the elevation of both the sanitary building drain and the nearest manhole to which the sanitary building drain is or will be connected. The manager of planning and inspection services may approve the exception if the elevation of the sanitary building drain is at least two feet higher than the elevation of the nearest manhole to which the sanitary building drain is or will be connected.

Sec. 26-1012. - Rain water drains.

Every building and all parts thereof shall be so drained so as not to cause dampness on the walls and ceilings. No downspout within six feet of adjoining property shall be pointed toward such property. Discharge from a downspout shall not create a nuisance. The downspout discharge shall be considered a nuisance in situations including, but not limited to, such discharge creating icing problems on city streets, alleys or sidewalks, damaging a city street or sidewalk, creating ponds of standing water, or flowing over adjoining property.

Sec. 26-1013. - Sump pumps.

In areas where storm sewers are not available, sump pumps shall discharge onto the surface and shall be directed either to the rear lot line or to the street and shall not be directed as to flow on adjacent property. Discharge from the sump pump shall not create a nuisance. The sump pump discharge shall be considered a nuisance in situations including, but not limited to, such discharge creating icing problems on city streets, alleys and sidewalks, damaging a city street or sidewalk, creating ponds of standing water, or flowing over adjoining property."

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a series of loops and a long horizontal stroke.

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

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Ordinance repealing and recreating Section 26-907 and Article VIII, Division 4 of Chapter 26 of the Municipal Code entitled "Sewer and Water Services."

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 5, 2019

MEETING DATE: September 10, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The potential consumption of lead in drinking water and from other environmental sources has been determined to cause health problems. From the concerns listed above the City of Sheboygan and the Sheboygan Board of Water Commissioners find it in the public interest to establish an ongoing program for replacing lead and galvanized service lines connected to the municipal water distribution system.

STAFF COMMENTS: The Sheboygan Water Utility Superintendent, Joe Trueblood, will have a Sheboygan Water Utility representative in attendance to discuss this ordinance.

ACTION REQUESTED: Motion to recommend the Common Council adopt Gen. Ord. 17-19-20 repealing and recreating Section 26-907 and Article VIII, Division 4 of Chapter 26 of the Municipal Code entitled "Sewer and Water Services."

ATTACHMENTS:

- I. Gen. Ord. No.17-19-20
- II. R.O. No. 73-19-20

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Ordinance repealing and recreating section 74-42 of the Sheboygan Municipal Code to revise the fee schedule regarding the rental of city parks.

REPORT PREPARED BY: David H. Biebel, Public Works Director

REPORT DATE: September 4, 2019

MEETING DATE: September 10, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The Municipal Code change would increase the park permits to be more consistent with other communities comparable to the City of Sheboygan and adapt to the growing demands on the park facilities.

STAFF COMMENTS: The park permit fees have not been increased in over five years and will bring the fees into alignment with other communities. The fee adjustment is based on a market analysis of other communities and their fee structures.

ACTION REQUESTED: Motion to recommend the Common Council adopt Gen. Ord. No. 18-19-20 repealing and recreating Section 74-42 of the Sheboygan Municipal Code to revise the fee schedule regarding the rental of city parks.

ATTACHMENTS:

- I. G.O. No. 18-19-20

I

7.2

Gen. Ord. No. 18 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 3, 2019.

AN ORDINANCE repealing and recreating Section 74-42 of the Sheboygan Municipal Code to revise the fee schedule regarding the rental of city parks.

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

Section 1. Section 74-42 of the Municipal Code, which relates to the use of parks by permit, is hereby repealed and recreated so as to read as follows:

"Sec. 74-42. Use of park by permit.

- (a) The Department of Public Works may grant the use of an entire park or any portion thereof to groups or organizations for the purpose of annual celebrations or special events upon payment of the amount set forth in Sec. 74-42(b). All city park rules and regulations shall govern the use of any city park under this section.
- (b) Fees.
 - (1) Enclosed Park Building Rentals shall be made at the following per-day rates:
 - a. Roosevelt Pavilion. \$225 for City resident; \$350 for non-City resident.
 - b. Deland Home. \$225 for City resident; \$350 for non-City resident.
 - c. Kiwanis Fieldhouse. \$250 for City resident; \$425 for non-City resident.
 - d. King Park Pavilion. \$250 for City resident; \$425 for non-City resident.
 - e. Jaycee Quarryview Center. \$250 for City resident; \$425 for non-City resident.
 - f. Deland Community Center. \$250 for City resident; \$425 for non-City resident.

Public Works

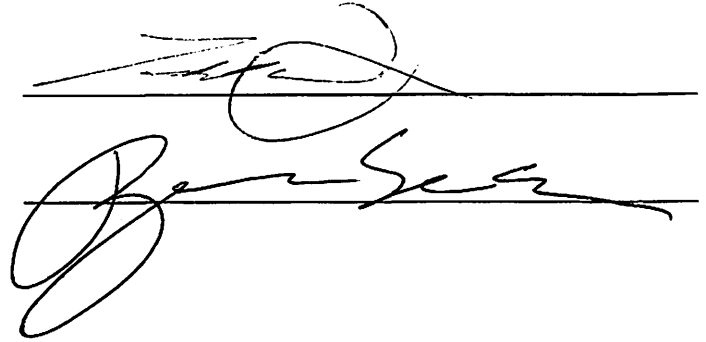
(2) Park Shelter Rentals shall be made at the following per-day rates:

- a. Cleveland Park. \$100 for City resident; \$175 for non-City resident.
- b. End Park. \$100 for City resident; \$175 for non-City resident.
- c. Veterans Park. \$100 for City resident; \$175 for non-City resident.
- d. Vollrath Park. \$100 for City resident; \$175 for non-City resident.
- e. Richardson Shelter. \$100 for City resident; \$175 for non-City resident.
- f. Lakeview Park. \$100 for City resident; \$175 for non-City resident.
- g. Optimist Park. \$100 for City resident; \$175 for non-City resident.
- h. Evergreen Park (Areas 1, 4, or 5). \$100 for City resident; \$175 for non-City resident. These rates are per area.
- i. Evergreen Park (Areas 3 or 6). \$50 for City resident; \$100 for non-City resident. These rates are per area.
- j. Fountain Park Bandshell. \$100 for City resident; \$200 for non-City resident. An additional \$50 shall be added for use of the sound system.

(3) All applicable taxes shall be added to the fees set forth in this subsection.

(c) Security Deposits. In addition to the Fee set forth in Sec. 74-42(b), Enclosed Park Building Rentals require a \$100 security deposit, which is due the business day before the event."

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 regarding all park rentals made after its passage and publication.



Two handwritten signatures are present, each written over a horizontal line. The top signature is a cursive name that appears to be 'John' or similar. The bottom signature is a more complex cursive name, possibly 'James' or 'John' with a large initial.

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

**VOLLRATH PARK DISC GOLF
CONCESSION AGREEMENT**

THIS AGREEMENT is made as of the _____ day of _____, 2019, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (hereinafter the "CITY"), and Dennis and Patricia Wield, husband and wife (hereinafter "WIELD" or "CONCESSIONAIRE").

WHEREAS, in order to add to the enjoyment, recreational opportunities, and benefits received by the public, and in particular the citizens and residents of the CITY in regard to the public area known and described as Vollrath Park, the parties find that it is desirable that CONCESSIONAIRE have the exclusive right to occupy the concession building commonly known as "the Shack" adjacent to the first tee of the disc golf course in Vollrath Park, subject to the terms and provisions contained herein; and

WHEREAS, the Common Council of the City of Sheboygan has determined that the agreements expressed in this Agreement will accomplish the public purposes desired by the CITY.

Now, therefore, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. CITY grants to CONCESSIONAIRE, and CONCESSIONAIRE accepts from CITY, subject to all of the terms and provisions hereof, the concession right and privilege for an initial term commencing January 1, 2020 and ending December 31, 2020, of operating a disc golf course concession stand out of the building commonly known as "the Shack" located adjacent to the first tee of the disc golf course in Vollrath Park.

2. Unless either party gives notice in writing to the other at least 30 days prior to the end of the initial or extended term, this agreement shall automatically be extended for an additional one year term; provided however, that this agreement shall not be automatically extended beyond December 31, 2024.

3. CONCESSIONAIRE will pay all costs of operation and maintenance necessary for satisfactory operations of the disc golf concession, including salaries of all employees, merchandise and all other facilities and equipment incident to the satisfactory operation of the concession stand.

4. All food, beverages, merchandise and all other items offered for sale shall be subject to the approval of the Director of Public Works or his designee. It is agreed by both parties that the prices to be charged shall be fair and reasonable and commensurate with prices charged for similar items offered for sale in the Sheboygan area.

5. Use of the disc golf course shall continue to be free to

the public.

6. CONCESSIONAIRE agrees to monitor the course, schedule and organize disc golf tournaments in their discretion, report any damage to park facilities and report obstructions or hazardous conditions.

7. In operating the concessions described, CONCESSIONAIRE shall act as an independent contractor and for their own accord and not as an agent, representative or employee of the CITY.

8. CONCESSIONAIRE shall not by virtue hereof be deemed to have become a tenant of the CITY, or any of the premises herein referred to, nor to have been given or accorded as against the CITY, the possession of any premises; but as to such of the premises as CONCESSIONAIRE is hereunder entitled to use, they shall be deemed merely to be a licensee permitted to enter therein solely for the purpose of exercising the rights and privileges hereby granted. Upon any termination of this Agreement, CITY shall have the right through such means as it sees fit to remove and exclude therefrom CONCESSIONAIRE and any of CONCESSIONAIRE's employees, without being deemed guilty of any unlawful entry, trespass or injury of any sort whatsoever.

9. CONCESSIONAIRE must own, or be fully authorized to use, any and all patents, trademarks, copyrights, names or slogans used by them in their operations or in any way connected with the operations.

10. CONCESSIONAIRE will carry worker's compensation insurance covering all persons employed by them in connection with the operation of this concession, if any.

11. CONCESSIONAIRE shall indemnify, defend, and hold the CITY harmless from all suits brought against the CITY on account of any injuries or damages received or sustained by any party or parties by or from the CONCESSIONAIRE, its employees or agents, in the exercise of the rights and privileges granted herein or on account of any act or omission of the CONCESSIONAIRE or its employees or agents.

12. CONCESSIONAIRE agrees that they and their employees shall be clean and neat in appearance and shall be courteous at all times to users of Vollrath Park and the disc golf course.

13. CONCESSIONAIRE will submit for approval samples or drawings of any signs advertising the concession, prior to their erection. All signs erected by CONCESSIONAIRE shall be the responsibility of CONCESSIONAIRE and will be kept in good condition and repair by CONCESSIONAIRE.

14. The CITY will endeavor to provide CONCESSIONAIRE advance notice of CITY construction and/or utility work in Vollrath Park which would alter the disc golf course or compromise the safety of disc golfers on the course.

15. In the event CONCESSIONAIRE shall be in default in any of the covenants, terms or undertakings as herein set forth, and such default shall continue unremedied for 30 days after written notice of said default by personal service or first-class mail addressed to CONCESSIONAIRE at their last known address; thereupon, at the CITY's option this Agreement may be terminated.

16. This Concession Agreement shall not be assigned in whole or in part, nor shall any part of the premises be sublet or licensed, nor shall any right or privilege granted herein to CONCESSIONAIRE be sold, transferred or assigned without the written approval of the Director of Public Works.

17. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Vollrath Park Disc Golf Concession Agreement to be executed as of the date first above written.

CITY OF SHEBOYGAN

BY: _____
Michael J. Vandersteen
Mayor

Dennis Wield

ATTEST: _____
Meredith Debruin
City Clerk

Patricia Wield

This document is authorized by and in accordance with Res. No. _____-19-20.

**VOLLRATH PARK DISC GOLF
CONCESSION AGREEMENT**

THIS AGREEMENT is made as of the _____ day of _____, 2019, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (hereinafter the "CITY"), and The Shack Disc Golf LLC (hereinafter "CONCESSIONAIRE").

WHEREAS, in order to add to the enjoyment, recreational opportunities, and benefits received by the public, and in particular the citizens and residents of the CITY in regard to the public area known and described as Vollrath Park, the parties find that it is desirable that CONCESSIONAIRE have the exclusive right to occupy the concession building commonly known as "the Shack" adjacent to the first tee of the disc golf course in Vollrath Park, subject to the terms and provisions contained herein; and

WHEREAS, the Common Council of the City of Sheboygan has determined that the agreements expressed in this Agreement will accomplish the public purposes desired by the CITY.

Now, therefore, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. CITY grants to CONCESSIONAIRE, and CONCESSIONAIRE accepts from CITY, subject to all of the terms and provisions hereof, the concession right and privilege for a term commencing January 1, 2020 and ending December 31, 2020, of operating a disc golf course concession stand out of the building commonly known as "the Shack" located adjacent to the first tee of the disc golf course in Vollrath Park.

2. Unless either party gives notice in writing to the other at least 30 days prior to the end of the initial or extended term, this agreement shall automatically be extended for an additional one year term; provided however, that this agreement shall not be automatically extended beyond December 31, 2024.

3. CONCESSIONAIRE will pay all costs of operation and maintenance necessary for satisfactory operations of the disc golf concession, including salaries of all employees, merchandise and all other facilities and equipment incident to the satisfactory operation of the concession stand.

4. All food, beverages, merchandise and all other items offered for sale shall be subject to the approval of the Director of Public Works or the Director's designee. It is agreed by both parties that the prices to be charged shall be fair and reasonable and commensurate with prices charged for similar items offered for sale in the Sheboygan area.

5. Use of the disc golf course shall continue to be free to the public.

6. CONCESSIONAIRE agrees to monitor the course, schedule and organize disc golf tournaments in their discretion, report any damage to park facilities and report obstructions or hazardous conditions.

7. In operating the concessions described, CONCESSIONAIRE shall act as an independent contractor and for their own accord and not as an agent, representative or employee of the CITY.

8. CONCESSIONAIRE shall not by virtue hereof be deemed to have become a tenant of the CITY, or any of the premises herein referred to, nor to have been given or accorded as against the CITY, the possession of any premises; but as to such of the premises as CONCESSIONAIRE is hereunder entitled to use, they shall be deemed merely to be a licensee permitted to enter therein solely for the purpose of exercising the rights and privileges hereby granted. Upon any termination of this Agreement, CITY shall have the right through such means as it sees fit to remove and exclude therefrom CONCESSIONAIRE and any of CONCESSIONAIRE's employees, without being deemed guilty of any unlawful entry, trespass or injury of any sort whatsoever.

9. CONCESSIONAIRE must own, or be fully authorized to use, any and all patents, trademarks, copyrights, names or slogans used by them in their operations or in any way connected with the operations.

10. CONCESSIONAIRE will carry the following insurance:

- a. Worker's compensation insurance covering all persons employed by CONCESSIONAIRE in connection with the operation of this concession, if any.
- b. Commercial general liability insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- c. Product liability insurance with a policy limit of at least \$1,000,000.
- d. The City shall be named as an additional insured on the commercial general liability policy and the product liability insurance policy.
- e. CONCESSIONAIRE shall provide a Certificate of Insurance to the City prior to the beginning of the term of this Agreement.

11. CONCESSIONAIRE shall indemnify, defend, and hold the CITY harmless from all suits brought against the CITY on account of any injuries or damages received or sustained by any party or parties by or from the CONCESSIONAIRE, its employees or agents, in the exercise of the rights and privileges granted herein or on account of any act or omission of the CONCESSIONAIRE or its employees or agents.

12. CONCESSIONAIRE agrees that they and their employees shall be clean and neat in appearance and shall be courteous at all times to users of Vollrath Park and the disc golf course.

13. CONCESSIONAIRE will submit for approval samples or drawings of any signs advertising the concession, prior to their erection. All signs erected by CONCESSIONAIRE shall be the responsibility of CONCESSIONAIRE and will be kept in good condition and repair by CONCESSIONAIRE.

14. The CITY will endeavor to provide CONCESSIONAIRE advance notice of CITY construction and/or utility work in Vollrath Park which would alter the disc golf course or compromise the safety of disc golfers on the course.

15. In the event CONCESSIONAIRE shall be in default in any of the covenants, terms or undertakings as herein set forth, and such default shall continue unremedied for 30 days after written notice of said default by personal service or first-class mail addressed to CONCESSIONAIRE at their last known address; thereupon, at the CITY's option this Agreement may be terminated.

16. This Concession Agreement shall not be assigned in whole or in part, nor shall any part of the premises be sublet or licensed, nor shall any right or privilege granted herein to CONCESSIONAIRE be sold, transferred or assigned without the written approval of the Director of Public Works.

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17. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Vollrath Park Disc Golf Concession Agreement to be executed as of the date first above written.

CITY OF SHEBOYGAN

THE SHACK DISC GOLF LLC

BY:

Michael J. Vandersteen
Mayor

Dennis Wield

ATTEST:

Meredith Debruin
City Clerk

Patricia Wield

_____ This document is authorized by and in accordance with Res. No. -19-20.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing entering into a concession agreement for “the Shack” at Vollrath Park.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: September 5, 2019

MEETING DATE: September 10, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: Dennis and Patricia Wield currently operate the Vollrath Park Disc Golf Concession Stand where concessions and discs are sold. They also organize events at the course and organize volunteers for work projects. This will be there third, five year agreement with the city.

STAFF COMMENTS: Dennis and Patricia are great advocates of the sport, disc golf, as well as Vollrath Park Disc Course and the park itself. They know most of the users by name and make the course a safer and friendly place for all users.

The Marina, Parks and Forestry Committee passed a motion to recommend approval of the agreement with the added provision of having general liability insurance and product liability insurance, naming the City as additionally insured.

After further review of the agreement and the current insurance by the City Attorney’s office, city staff is recommending the approval of the amended agreement.

ACTION REQUESTED: Motion to recommend to Common Council adopt Res. No. 66-19-20 authorizing entering into a concession agreement for “the Shack” at Vollrath Park.

ATTACHMENTS:

- I. Res. No. 66-19-20
- II. Concession agreement
- III. Amended Concession Agreement

III

4.9

Res. No. 66 - 19 - 20. By Alderpersons Wolf and Sorenson. August 5, 2019.

A RESOLUTION authorizing entering into a concession agreement for "the Shack" at Vollrath Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vollrath Park Disc Golf Concession Agreement with Dennis Wield and Patricia Wield, a copy of which is attached hereto and incorporated herein.

Two handwritten signatures are present, each written over a horizontal line. The top signature is more stylized and difficult to decipher, while the bottom signature appears to be 'Ben Sorenson'.

Public Works

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

**VOLLRATH PARK DISC GOLF
CONCESSION AGREEMENT**

THIS AGREEMENT is made as of the _____ day of _____, 2019, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (hereinafter the "CITY"), and Dennis Wield and Patricia Wield, husband and wife (hereinafter "WIELD" or "CONCESSIONAIRE").

WHEREAS, in order to add to the enjoyment, recreational opportunities, and benefits received by the public, and in particular the citizens and residents of the CITY in regard to the public area known and described as Vollrath Park, the parties find that it is desirable that CONCESSIONAIRE have the exclusive right to occupy the concession building commonly known as "the Shack" adjacent to the first tee of the disc golf course in Vollrath Park, subject to the terms and provisions contained herein; and

WHEREAS, the Common Council of the City of Sheboygan has determined that the agreements expressed in this Agreement will accomplish the public purposes desired by the CITY.

Now, therefore, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. CITY grants to CONCESSIONAIRE, and CONCESSIONAIRE accepts from CITY, subject to all of the terms and provisions hereof, the concession right and privilege for an initial term commencing January 1, 2020 and ending December 31, 2020, of operating a disc golf course concession stand out of the building commonly known as "the Shack" located adjacent to the first tee of the disc golf course in Vollrath Park.

2. Unless either party gives notice in writing to the other at least 30 days prior to the end of the initial or extended term, this agreement shall automatically be extended for an additional one year term; provided however, that this agreement shall not be automatically extended beyond December 31, 2024.

3. CONCESSIONAIRE will pay all costs of operation and maintenance necessary for satisfactory operations of the disc golf concession, including salaries of all employees, merchandise and all other facilities and equipment incident to the satisfactory operation of the concession stand.

4. All food, beverages, merchandise and all other items offered for sale shall be subject to the approval of the Director of Public Works or his designee. It is agreed by both parties that the prices to be charged shall be fair and reasonable and commensurate with prices charged for similar items offered for sale in the Sheboygan area.

5. Use of the disc golf course shall continue to be free to the public.

6. CONCESSIONAIRE agrees to monitor the course, schedule and organize disc golf tournaments in their discretion, report any damage to park facilities and report obstructions or hazardous conditions.

7. In operating the concessions described, CONCESSIONAIRE shall act as an independent contractor and for their own accord and not as an agent, representative or employee of the CITY.

8. CONCESSIONAIRE shall not by virtue hereof be deemed to have become a tenant of the CITY, or any of the premises herein referred to, nor to have been given or accorded as against the CITY, the possession of any premises; but as to such of the premises as CONCESSIONAIRE is hereunder entitled to use, they shall be deemed merely to be a licensee permitted to enter therein solely for the purpose of exercising the rights and privileges hereby granted. Upon any termination of this Agreement, CITY shall have the right through such means as it sees fit to remove and exclude therefrom CONCESSIONAIRE and any of CONCESSIONAIRE's employees, without being deemed guilty of any unlawful entry, trespass or injury of any sort whatsoever.

9. CONCESSIONAIRE must own, or be fully authorized to use, any and all patents, trademarks, copyrights, names or slogans used by them in their operations or in any way connected with the operations.

10. CONCESSIONAIRE will carry worker's compensation insurance covering all persons employed by them in connection with the operation of this concession, if any.

11. CONCESSIONAIRE shall indemnify, defend, and hold the CITY harmless from all suits brought against the CITY on account of any injuries or damages received or sustained by any party or parties by or from the CONCESSIONAIRE, its employees or agents, in the exercise of the rights and privileges granted herein or on account of any act or omission of the CONCESSIONAIRE or its employees or agents.

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13. CONCESSIONAIRE will submit for approval samples or drawings of any signs advertising the concession, prior to their erection. All signs erected by CONCESSIONAIRE shall be the

responsibility of CONCESSIONAIRE and will be kept in good condition and repair by CONCESSIONAIRE.

14. The CITY will endeavor to provide CONCESSIONAIRE advance notice of CITY construction and/or utility work in Vollrath Park which would alter the disc golf course or compromise the safety of disc golfers on the course.

15. In the event CONCESSIONAIRE shall be in default in any of the covenants, terms or undertakings as herein set forth, and such default shall continue unremedied for 30 days after written notice of said default by personal service or first-class mail addressed to CONCESSIONAIRE at their last known address; thereupon, at the CITY's option this Agreement may be terminated.

16. This Concession Agreement shall not be assigned in whole or in part, nor shall any part of the premises be sublet or licensed, nor shall any right or privilege granted herein to CONCESSIONAIRE be sold, transferred or assigned without the written approval of the Director of Public Works.

17. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Vollrath Park Disc Golf Concession Agreement to be executed as of the date first above written.

CITY OF SHEBOYGAN

BY:

Michael J. Vandersteen
Mayor

Dennis Wield

ATTEST:

Meredith Debruin
City Clerk

Patricia Wield

This document is authorized by and in accordance with Res. No. _____-19-20.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to issue purchase orders for the purchase of two online phosphate analyzers and associated filtering accessories to be installed at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous.

REPORT PREPARED BY: Steve Jossart, Superintendent of Wastewater

REPORT DATE: August 27, 2019

MEETING DATE: September 10, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: Beginning January 1st, 2021, the effluent limit for Total Phosphorous is expected to be reduced from the current interim monthly average limit of 0.90 mg/l to 0.60 mg/l. As a result of this expected limit reduction, the facility has a requirement in the present discharge permit to submit an annual report discussing the steps being taken to reduce effluent total phosphorous and demonstrate that the new limit can be achieved without a formal compliance schedule.

From 2015 to 2017, the average effluent total phosphorous concentration was 0.56 mg/l, or 93% of the expected new limit. During 2018, through process optimization efforts, the facility was able to reduce the annual average effluent total phosphorous concentration to 0.47 mg/l or 78% of the expected new limit. The next step in optimization is to improve the control of the existing ferric chloride feed to the aeration basins (chemical used to remove phosphorous). Though the existing feed system is automated, it relies on analyzers which sample final effluent prior to discharge. These analyzers provide feedback 4 – 6 hours after the after the phosphorous levels have increased in the aeration basins, resulting in elevated effluent phosphorous levels due to underfeeding chemical. The proposed aeration basin phosphate analyzers will measure phosphate levels in the aeration basins to provide real time feedback to the chemical feed system so that the chemical can be fed more effectively.

STAFF COMMENTS: On-line phosphate analyzers have been successfully used at the facility for a number of years. The new analyzers will be located just downstream of the chemical injection point to provide real time feedback for the ferric chloride feed system to ensure optimum dosage. Between plant optimization and the installation of the aeration basin phosphate analyzers, it is believed that we will be able to control total

phosphorous levels at approximately 50% of the expected new limit, without significantly increasing the dosage of chemical. The expected service life of the phosphate analyzers and sample preparation systems is approximately 10 years.

The project scope includes the purchase and installation of two phosphate analyzers with sample preparation systems. These analyzers will be tied into the facilities SCADA system and will provide continuous phosphate data, which will be used to control the ferric chloride feed system.

Cost Breakdown:

Component/Service	Supplier/Contractor	Estimated Cost
(2) Phosphate Analyzers	Mulcahy Shaw Water	\$ 46,639.78
(2) Sample Preparation Systems	Mulcahy Shaw Water	\$ Included
Associated Mounting Hardware	Mulcahy Shaw Water	\$ Included
Electrical and Instrument Hardware	Viking Electric	\$ 2,500.00
Electrical Installation/Programming	WWTP Staff	\$ 2,500.00
Mechanical Installation	WWTP Staff	\$ 1,500.00
Reagent and Cleaning Chemicals	Mulcahy Shaw Water	\$ Included
Contingency (10%)		\$ 5,300.00
TOTAL		\$ 58,439.78

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 78-19-20 authorizing the appropriate City officials to issue purchase orders for the purchase of two online phosphate analyzers and associated filtering accessories to be installed at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous.

ATTACHMENTS:

- I. Res. No. 78-19-20

III

5.5

Res. No. 78 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 3, 2019.

A RESOLUTION authorizing the appropriate City officials to issue purchase orders for the purchase of two online phosphate analyzers and associated filtering accessories to be installed at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous.

WHEREAS, the Council previously authorized the Purchasing Agent to advertise for bids for the purchase of two online phosphate analyzers and associated filtering accessories at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous; and

WHEREAS, Staff issued Request for Bids #1965-19, has obtained bids, and finds the bid from Mulcahy Shaw Water for two online phosphate analyzers, sample preparation systems, associated mounting hardware, and reagent and cleaning chemicals to meet the specifications set forth in Request for Bids #1965-19 and to be in the best interest of the City; and

WHEREAS, the online phosphate analyzers come with a two year manufacturer's warranty, a copy of which is attached to this Resolution; and

WHEREAS, City Staff intends to install the online phosphate analyzers and sample preparation system.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to issue a purchase order to Mulcahy Shaw Water in the amount of \$46,639.78 for two Xylem/YSI P700IQ phosphate analyzers, two sample preparation systems, associated mounting hardware, and twelve (12) months of reagents and cleaning solutions which incorporates the two year manufacturer's warranty on the phosphate analyzers, and are authorized to draw funds from the following account for the payment of that purchase order:

Wastewater-Sanitary Sewer Maintenance Equipment	
Replacement-Acct. No. 60134110-649200	\$46,639.78

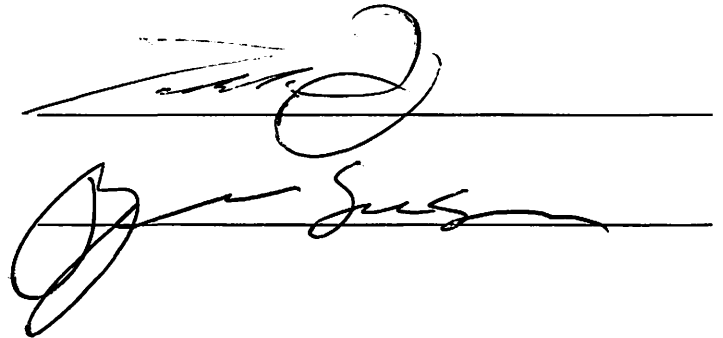
Public Works

BE IT FURTHER RESOLVED: That to avoid any appearance of serial purchasing, the appropriate City officials are also hereby authorized to issue a purchase order to Viking Electric for the necessary electrical and instrument hardware in order for Staff to complete the installation of the phosphate analyzer and associated equipment and are authorized to draw funds from the following account:

Wastewater-Sanitary Sewer Maintenance Equipment
Replacement-Acct. No. 60134110-649200 \$2,500.00

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw up to \$5,300 from Wastewater-Sanitary Sewer Maintenance Equipment Replacement Acct. No. 60134110-649200 as a contingency regarding this project. The appropriate City officials are authorized to draw funds for expenses that are integral to the completion of this project.

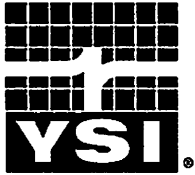
BE IT FURTHER RESOLVED: That the authorization to draw up to \$5,300 as a contingency regarding this project shall not constitute the Council's consent to any legal obligation or to constitute the Council's agreement to forego exercising any legal right.

Two handwritten signatures are present on horizontal lines. The top signature is a cursive name, possibly 'John Smith', and the bottom signature is another cursive name, possibly 'John Smith'.

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



a xylem brand

IQ SensorNet System

WARRANTY

The YSI IQSN Instrument Modules and Controllers (MIQ/TC 2020 XT, DIQ/S 182, DIQ/S 282(4), MIQ/JB, MIQ/PS, MIQ/ C6, MIQ/CR3, etc) are warranted for three (3) years from date of shipment against defects in materials and workmanship. IQSN field cables (SACIQ,SNCIQ) are warranted for one (1) year from date of shipment against defects in material and workmanship. IQSN sensors (SensoLyt, FDO, Trioxmatic, Varion, AmmoLyt, NitraLyt, UV Sensors, Tetracon, ViSolid, VisoTurb, P700, etc) are warranted for two(2) years from date of shipment against defects in material and workmanship (sensor consumables are not included). Within the warranty period, YSI will repair or replace, at its sole discretion, any product that YSI determines to be covered by this warranty.

To exercise this warranty, call your local YSI representative, or contact YSI Customer Service in Yellow Springs, Ohio at +1 937 767-7241, 800-897-4151 or visit www.YSI.com (Support tab) for a Product Return Form. Send the product and proof of purchase, transportation prepaid, to the Authorized Service Center selected by YSI. Repair or replacement will be made and the product returned, transportation prepaid. Repaired or replaced products will have a 90 day warranty from the date of repair or replacement or for the balance of the original warranty period, whichever is longer.

LIMITATION OF WARRANTY

This Warranty does not apply to any YSI product damage or failure caused by.

1. Failure to install, operate or use the product in accordance with YSI's written instructions
2. Abuse or misuse of the product
3. Failure to maintain the product in accordance with YSI's written instructions or standard industry procedure
4. Any improper repairs to the product
5. Use by you of defective or improper components or parts in servicing or repairing the product
6. Modification of the product in any way not expressly authorized by YSI

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YSI'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT, AND THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY. IN NO EVENT SHALL YSI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing executing a storm sewer easement.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 5, 2019

MEETING DATE: September 10, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The City of Sheboygan through the capital improvements program budgets \$50,000 for the construction or the extension of mini-storm sewers throughout the City. These mini-storm sewers are constructed to help alleviate storm water issues in residential neighborhoods particularly for standing water in backyards or to alleviate issues with sump pumps that discharge at a large rate. Many times to construct these mini-storm sewers the City of Sheboygan must receive easements giving the City the permission to construct these mini-storm sewers on private property.

STAFF COMMENTS: This resolution grants the City of Sheboygan an easement so that a storm sewer can be constructed on private property at the residence located at 2315 Pershing Avenue.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 79-19-20 executing an easement for a storm sewer easement.

ATTACHMENTS:

- I. Res. No. 79-19-20

III

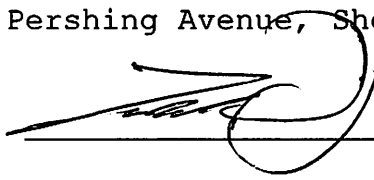
5.6

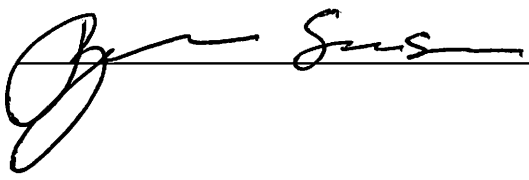
Res. No. 79 - 19 - 20. By Alderpersons Wolf and Sorenson. September 3, 2019.

A RESOLUTION authorizing executing a storm sewer easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Storm Sewer Easement for the City to construct a storm sewer at the following location:

Boonsai Yang and Pachia Lee, 2315 Pershing Avenue, Sheboygan, WI





Public Works

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

STORM SEWER EASEMENT

THIS INDENTURE, made this day of 2019, by Boonsai Yang and Pachia Lee residing at 2315 Pershing Avenue, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

Part of 59281650790
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a storm sewer in, under, and along the North 10 feet of the West 5 feet of the following described property:

LOT 14, EXCEPT THE WEST 55 FEET THEREOF, AND ALL OF LOT 15, BLOCK 3,
KONING ESTATES, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,
WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the storm sewer construction.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

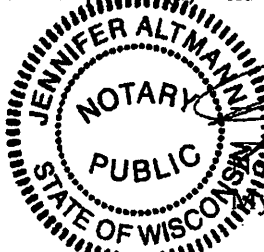
IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 16 day of August, 2019.

Boonsai Yang
(Sign in the presence of a Notary Public)

Pachia Lee
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 16 day of August, 2019, Boonsai Yang and Pachia Lee, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.


Jennifer Altmann
Notary Public-Sheboygan County
My commission expires 6-19-2023

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2019, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by: Charles C. Adams – Wisconsin State Bar No. 01021454

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing executing a storm sewer easement.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 5, 2019

MEETING DATE: September 10, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The City of Sheboygan through the capital improvements program budgets \$50,000 for the construction or the extension of mini-storm sewers throughout the City. These mini-storm sewers are constructed to help alleviate storm water issues in residential neighborhoods particularly for standing water in backyards or to alleviate issues with sump pumps that discharge at a large rate. Many times to construct these mini-storm sewers the City of Sheboygan must receive easements giving the City the permission to construct these mini-storm sewers on private property.

STAFF COMMENTS: This resolution grants the City of Sheboygan an easement so that a storm sewer can be constructed on private property at the residence located at 2401 Pershing Avenue.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 80-19-20 executing an easement for a storm sewer easement.

ATTACHMENTS:

- I. Res. No. 80-19-20

III

5.7

Res. No. 80- 19 - 20. By Alderpersons Wolf and Sorenson. September 3, 2019.

A RESOLUTION authorizing executing a storm sewer easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Storm Sewer Easement for the City to construct a storm sewer at the following location:

Andrew W. Molenda, 2401 Pershing Avenue, Sheboygan, WI

Public Works

Two handwritten signatures are present. The first signature is written over a horizontal line and appears to be 'Andrew W. Molenda'. The second signature is written over another horizontal line and is less legible, possibly 'Sorenson'.

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

STORM SEWER EASEMENT

THIS INDENTURE, made this day of 2019, by Andrew W. Molenda residing at 2401 Pershing Avenue, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

Part of 59281650770
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a storm sewer in, under, and along the North 10 feet of the East 5 feet of the following described property:

THE EAST SIXTY (60) FEET OF LOT THIRTEEN AND THE WEST FIFTY-FIVE (55) FEET,
OF LOT FOURTEEN, BLOCK THREE (3), KONING ESTATES IN THE
CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the storm sewer construction.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

14 IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this day of August, 2019.

III

5.8

Res. No. 81 - 19 - 20. By Alderpersons Wolf and Sorenson. September 3, 2019.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Robert Holtz, 2335 Mayflower Avenue, Sheboygan, WI

Public Works

Two handwritten signatures are present, each written over a horizontal line. The top signature is more stylized and appears to be 'Wolf', while the bottom signature is 'Sorenson'.

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

EASEMENT

THIS INDENTURE, made this ____ day _____, 2019, by Robert Holtz a single person residing at 2335 Mayflower Avenue, Sheboygan, Wisconsin 53081, " **GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

59281- 621210
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, a part of the Southwest ¼ of the Southwest ¼ of Section 10, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Southwest corner of Lot 2, Block 2 of the Plat of Jetzer's Park Side Addition as recorded in Volume 9 of Plats on Page 51 as Document 661517 in the Sheboygan County Register of Deeds Office; thence West along the South line of Lot 3, said Block 2, a distance of 15 feet; thence South along a line parallel with the West line of said Lot 2 extended, a distance of 8 feet; thence East along a line 8 feet South of and parallel with the South line of said Plat, a distance of 165 feet; thence North a distance of 8 feet to the Southeast corner of Lot 1, said Block 2; thence West along the South line of said Plat, a distance of 150 feet to the Point of Beginning, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this

22 day of August, 2019.

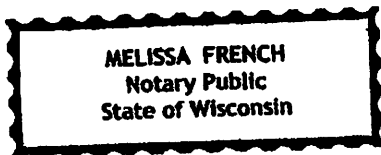
Robert Holtz

Robert Holtz
(Sign in the presence of a Notary Public)

Property Owner Name
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 22 day of August, 2019, Robert Holtz, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Melissa French

Melissa French
Notary Public-Sheboygan County
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) s
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2019, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing executing a storm sewer easement.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 5, 2019

MEETING DATE: September 10, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The City of Sheboygan through the capital improvements program budgets \$50,000 for the construction or the extension of mini-storm sewers throughout the City. These mini-storm sewers are constructed to help alleviate storm water issues in residential neighborhoods particularly for standing water in backyards or to alleviate issues with sump pumps that discharge at a large rate. Many times to construct these mini-storm sewers the City of Sheboygan must receive easements giving the City the permission to construct these mini-storm sewers on private property.

STAFF COMMENTS: This resolution grants the City of Sheboygan an easement so that a storm sewer can be constructed on private property at the residence located at 2335 Pershing Avenue.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 81-19-20 executing an easement for a storm sewer easement.

ATTACHMENTS:

- I. Res. No. 81-19-20

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 82 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 10, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Longitudinal Pipeline Agreement for the construction of storm sewer within Union Pacific Railroad's property at North Avenue and to take all necessary steps to comply with the City's obligations under this Agreement.

WHEREAS, Union Pacific Railroad has recently presented the City with the attached Longitudinal Pipeline Agreement, which the City must approve in order to complete the road improvements along North Avenue; and

WHEREAS, one such requirement in the Longitudinal Pipeline Agreement is to obtain Railroad Protective Liability Insurance.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Union Pacific Railroad related to the completion of the road improvements along North Avenue, and to take all necessary steps to comply with the City's obligations under this Agreement.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds from the 2019 Capital Improvement Fund - Street Improvements (Acct. No. 47833140-631200) in payment of any fees identified in the Agreement or that become necessary by the terms of the Agreement, including the one-time License Fee of Two Thousand Five Hundred (\$2,500) Dollars, the one-time Administrative Handling Charge of Three Thousand Fifty-five (\$3,055) Dollars, and the cost to obtain Railroad Protective Liability Insurance.

Public Works

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



August 30, 2019
Folder: 03145-89

Kevin Jump, P.E.
Civil Engineer/Project Manager
CITY OF SHEBOYGAN
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

RE: Proposed Construction of One Underground Inch Three (3) 12.0 Inch Uncased Storm Water Encroachments, and One (1) 24 Inch Uncased Storm Water Encroachment Pipeline Encroachment, at Mile Post 151.05 on the Haven Industrial Lead, at or near Sheboygan, Sheboygan County, Wisconsin

Mr. Jump:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Please print two (2) copies**, execute on your behalf and return ALL DOCUMENTS with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68137-1690 Attn: Norma Reynolds.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

Payment in the amount of **Five Thousand Five Hundred Fifty Five Dollars (\$5,555.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03145-89 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

Construction Observation is required by RailPros. Please see Article 13 of the Agreement.

If you have any questions concerning this Agreement, please contact me via email at njreynolds@up.com, or via phone at (402) 544-8571.

Sincerely,

Norma J. Reynolds
Mgr II Real Estate Contracts

LONGITUDINAL PIPELINE AGREEMENT

Between Mile Posts 151.05, Haven Industrial Lead
Location: Sheboygan, Sheboygan County, Wisconsin

THIS AGREEMENT ("Agreement") is made and entered into as of August 30, 2019, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SHEBOYGAN**, a Wisconsin municipal corporation to be addressed at 2026 New Jersey Ave, Sheboygan, Wisconsin 53081 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate three (3) 12.0 inch uncased storm water encroachments, and one (1) 24 inch uncased storm water encroachment, only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Sheboygan, Sheboygan County, State of Wisconsin ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated August 30, 2019, attached hereto as **Exhibit A** and made a part hereof, and pursuant to the engineering plans dated June 06, 2019.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for three (3) 12.0 inch uncased storm water encroachments, and one (1) 24 inch uncased storm water encroachment, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Two Thousand Five Hundred Dollars (\$2,500.00)**.

Article 3. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Agreement, the Licensee shall pay to the Licensor an License Fee of **Three Thousand Fifty Five Dollars (\$3,055.00)** for clerical, administrative and handling expense in connection with processing this Agreement.

Article 4. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 5. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as **Exhibit B** and made a part hereof.

Article 6. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 7. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 8. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 9. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 10. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 11. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 12. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03145-89)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF SHEBOYGAN
2026 New Jersey Ave
Sheboygan, Wisconsin, 53081

Article 13. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF SHEBOYGAN

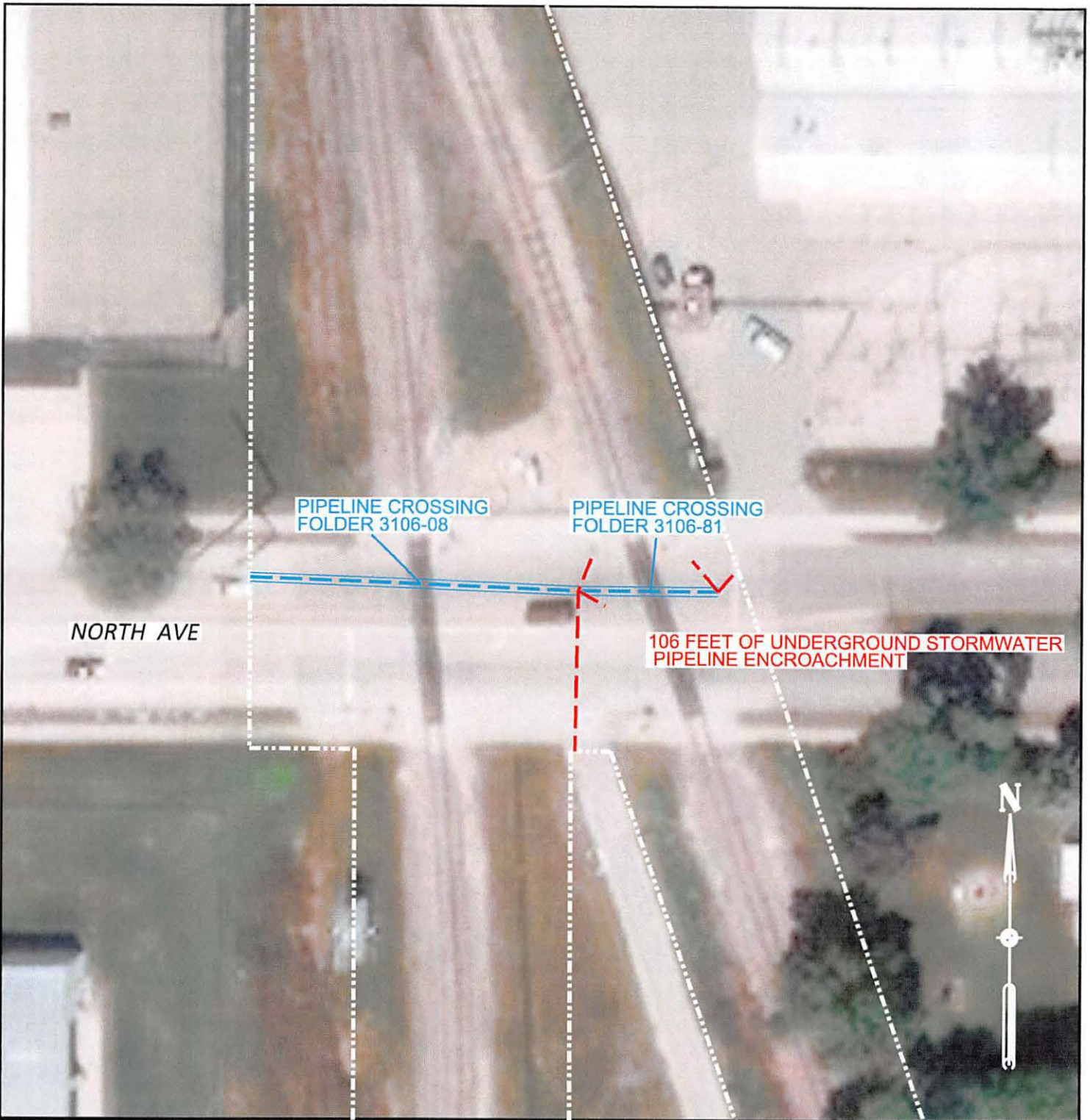
By: _____

By: _____

Norma J. Reynolds
Mgr II Real Estate Contracts

Name Printed: _____

Title: _____



LEGEND:

- PIPELINE ENCROACHMENT - - - - -
- PIPELINE CROSSING - - - - -
- UPRRCO. R/W OUTLINED - - - - -

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

M.P. 151.05 - HAVEN IND. LEAD

MAP CNW V-38 / 2-D

SCALE: 1" = 50'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 8-30-2019

PJB FILE: 0314589

CADD FILENAME	0314589
SCAN FILENAME	X

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this Exhibit B. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to execute the Longitudinal Pipeline Agreement for the construction of storm sewer within Union Pacific Railroad’s property at North Avenue and to take all necessary steps to comply with the City’s obligation under this Agreement.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 5, 2019

MEETING DATE: September 10, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The City of Sheboygan along with the WI DOT is currently reconstructing North Avenue from North 15th Street to North 21st Street. As part of this reconstruction project a storm sewer needs to be constructed within Union Pacific Railroad property. The Longitudinal Pipeline Agreement allows the City of Sheboygan to install the storm sewer pipe.

STAFF COMMENTS: The City of Sheboygan and WI DOT has been negotiating the North Avenue Reconstruction Project with the Union Pacific Railroad for three years. Union Pacific Railroad has not, until recently, specified they needed this permit/encroachment.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 82-19-20 authorizing the appropriate City officials to execute the Longitudinal Pipeline Agreement for the construction of storm sewer within Union Pacific Railroad’s property at North Avenue and to take all necessary steps to comply with the City’s obligation under this Agreement.

ATTACHMENTS:

- I. Res. No. 82-19-20
- II. Longitudinal Pipeline Agreement



DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE, PUBLIC WORKS COMMITTEE AND LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Res. No. 83 - 19 - 20. By Alderpersons Donohue and Bohren.
September 4, 2019.

A RESOLUTION establishing the 2020 Budget appropriations and the 2019 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council committees have duly considered and discussed a budget for 2020 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 14, 2019 as required, and

WHEREAS, The 2020 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2020 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Neighborhood Revitalization Fund, Mead Public Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service - G.O. Debt Service, Convention Center Debt Service, TID 5 Debt, TID 6 Debt, TID 10 Debt, TID 11 Debt, TID 12 Debt, TID 13 Debt, TID 14 Debt, TID 15 Debt, TID 16 Debt, TID 17 Debt, TID 18 Debt, TID 19 Debt, Environmental TID Debt; Capital Improvements Funds - Capital Projects, Capital Improvement, Industrial Park Fund, TID 6 Capital, TID 12 Capital, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds -Wastewater Utility, Recycling Utility Fund, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in the budget document.

BE IT FURTHER RESOLVED that the Personnel Schedule as presented in the 2020 Budget be approved, and

*Finance+Personnel
Public Works
JMS*

BE IT FURTHER RESOLVED that the property tax levy required to finance the 2020 Budget is \$24,092,874.

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

2020 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds
Revenue						
Taxes	\$17,982,638	\$4,302,078	\$8,542,409	\$1,600,242	\$0	\$516,662
Licenses and Permits	\$992,740	\$642,475	\$0	\$0	\$0	\$30,700
Intergovernmental Revenue	\$14,570,165	\$2,174,662	\$52,472	\$1,181,056	\$0	\$3,786,219
Intergovernmental Charges for Services	\$258,000	\$0	\$0	\$0	\$0	\$0
Charges for Services	\$1,566,322	\$2,168,641	\$0	\$0	\$9,400	\$20,928,466
Fines and Forfeitures	\$271,000	\$900,000	\$0	\$0	\$0	\$5,000
Miscellaneous Revenue	\$356,650	\$361,550	\$679,532	\$121,300	\$30,500	\$1,148,990
Interfund Transfers	\$1,708,924	\$942,964	\$1,127,142	\$6,551,946	\$0	\$257,026
Total Revenue	\$37,706,439	\$11,492,370	\$10,401,555	\$9,454,544	\$39,900	\$26,673,063
Expenditures						
General Government	\$4,207,724	\$1,849,996	\$165,696	\$0	\$0	\$9,235,520
Public Safety	\$22,315,691	\$870,061	\$0	\$765,944	\$0	\$0
Public Works	\$8,825,441	\$937,643	\$0	\$4,948,430	\$0	\$13,878,087
Health and Human Services	\$201,331	\$0	\$0	\$0	\$1,000	\$0
Culture and Recreation	\$2,837,589	\$4,075,246	\$0	\$886,770	\$150,000	\$3,038
Conservation and Development	\$368,721	\$1,502,433	\$0	\$5,541,234	\$0	\$7,996
Transfers and other expenses	\$538,030	\$2,028,764	\$8,564,112	\$1,097,000	\$15,000	\$7,291,501
Total Expenditures	\$39,294,527	\$11,264,142	\$8,729,808	\$13,239,378	\$166,000	\$30,416,143
Excess of revenues over (under) expenditures	-\$1,588,088	\$228,228	\$1,671,747	-\$3,784,834	-\$126,100	-\$3,743,080

BUDGET SUMMARY

2020 Requested	2019 Estimated	2018 Actual	2017 Actual
\$32,944,029	\$31,388,209	\$30,561,851	\$29,155,873
\$1,665,915	\$1,982,186	\$1,806,082	\$1,744,147
\$21,764,574	\$22,083,795	\$20,793,432	\$21,894,629
\$258,000	\$258,000	\$259,067	\$212,174
\$24,672,829	\$22,838,073	\$22,603,020	\$20,783,225
\$1,176,000	\$1,026,000	\$1,197,563	\$1,078,718
\$2,698,522	\$2,751,280	\$5,309,019	\$3,741,590
\$10,588,002	\$20,197,386	\$43,581,151	\$12,511,269
<u>\$95,767,871</u>	<u>\$102,524,929</u>	<u>\$126,111,184</u>	<u>\$91,121,626</u>
\$15,458,937	\$18,560,910	\$20,803,862	\$14,019,118
\$23,951,696	\$23,214,931	\$24,471,918	\$21,481,633
\$28,589,601	\$24,926,076	\$22,880,281	\$22,431,711
\$202,331	\$194,205	\$205,785	\$234,960
\$7,952,643	\$7,790,159	\$7,102,525	\$7,167,105
\$7,420,384	\$3,979,555	\$16,223,927	\$7,729,672
\$19,534,407	\$35,791,768	\$22,997,705	\$20,394,270
<u>\$103,109,999</u>	<u>\$114,457,604</u>	<u>\$114,686,004</u>	<u>\$93,458,469</u>
<u><u>-\$7,342,128</u></u>	<u><u>-\$11,932,674</u></u>	<u><u>\$11,425,180</u></u>	<u><u>-\$2,336,843</u></u>

Revenue

Taxes
Licenses and Permits
Intergovernmental Revenue
Intergovernmental Charges for Services
Charges for Services
Fines and Forfeitures
Miscellaneous Revenue
Interfund Transfers
Total Revenue

Expenditures

General Government
Public Safety
Public Works
Health and Human Services
Culture and Recreation
Conservation and Development
Transfers and other expenses
Total Expenditures

Excess of revenues over (under) expenditures

GENERAL FUND BUDGET SUMMARY

	2017 Actual	2018 Actual	2019 Amended	2019 Estimated	2020 Requested
Revenue					
Taxes	15,617,078	16,469,774	16,639,228	16,639,608	16,812,638
Licenses and Permits	1,070,035	1,206,900	921,240	1,236,480	992,740
Intergovernmental Revenue	14,258,857	14,637,627	14,482,474	14,498,829	14,535,165
Intergovernmental Charges for Services	212,174	259,067	258,000	258,000	258,000
Charges for Services	1,721,996	1,625,706	1,679,822	1,599,604	1,601,322
Fines and Forfeitures	354,853	275,390	271,000	271,000	271,000
Miscellaneous Revenue	440,329	637,008	342,425	415,889	356,650
Interfund Transfers	2,811,255	2,900,078	2,717,605	3,287,291	2,878,924
Total Revenue	36,486,578	38,011,550	37,311,794	38,206,702	37,706,439
Expense					
General Government	3,200,019	3,482,747	4,024,030	3,609,017	4,207,724
Public Safety	20,153,964	21,258,537	21,784,550	21,712,789	22,315,691
Public Works	8,270,129	8,464,170	9,069,716	9,131,312	8,825,441
Health and Human Services	221,626	188,887	201,337	193,455	201,331
Culture and Recreation	2,502,124	2,589,441	2,681,942	2,687,117	2,837,589
Conservation and Development	646,480	348,915	352,725	353,951	368,721
Transfers and other expenses	118,427	5,604,986	431,077	86,482	538,030
Total Expenditures	35,112,769	41,937,683	38,545,378	37,774,122	39,294,527
Excess of revenue over (under) expenditures	1,373,809	-3,926,133	-1,233,584	432,580	-1,588,088
Fund Balance, Beginning Year	22,527,096	23,900,905	19,078,761	19,974,772	20,407,352
Fund Balance, Ending Year*	23,900,905	19,974,772	17,845,177	20,407,352	18,819,264
*Ending Fund Balance consists of:					
Uncommitted	21,613,280	17,081,687	16,089,044	18,727,726	17,263,509
Committed	2,287,625	2,893,085	1,756,133	1,679,626	1,555,755
	23,900,905	19,974,772	17,845,177	20,407,352	18,819,264

GENERAL FUND BUDGET SUMMARY

	2017	2018	2019	2019	2020
	Actual	Actual	Amended	Estimated	Requested
Committed					
Inventory	155,185	151,571	150,000	150,000	150,000
Prepaid postage and other	31,602	11,294	13,500	13,500	13,500
Advance to TID 10 Debt Fund	611,908	419,728	332,633	123,871	0
Advance to TID 13 Debt Fund	112,175	112,175	0	0	0
Advance to TID 16 Capital Fund	512,255	542,255	30,000	542,255	542,255
Advance to TID 17 Capital Fund	14,500	14,500	30,000	0	0
Advance to TID 18 Capital Fund	0	791,562	0	0	0
Advance to TID 19 Capital Fund	0	0	350,000	0	0
Advance to Harbor Centre Marina Fund	0	0	0	0	0
Advance to Redevelopment Authority Fund	500,000	500,000	500,000	500,000	500,000
Committed - Development	350,000	350,000	350,000	350,000	350,000
	<u>2,287,625</u>	<u>2,893,085</u>	<u>1,756,133</u>	<u>1,679,626</u>	<u>1,555,755</u>

**SPECIAL REVENUE FUNDS
BUDGET SUMMARY**

	2017	2018	2019	2019	2020
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>
Revenue					
Taxes	4,010,842	4,094,226	3,991,321	3,981,887	4,302,078
Licenses and Permits	642,712	564,581	610,000	715,006	642,475
Intergovernmental Revenue	1,704,960	1,882,304	2,261,618	2,428,071	2,174,662
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	2,202,507	2,359,534	2,034,740	2,165,538	2,168,641
Fines and Forfeitures	705,477	922,173	750,000	750,000	900,000
Miscellaneous Revenue	1,867,474	392,238	289,569	392,058	361,550
Interfund Transfers	750,844	229,368	225,000	230,000	942,964
Total Revenue	<u>11,884,817</u>	<u>10,444,425</u>	<u>10,162,248</u>	<u>10,662,560</u>	<u>11,492,370</u>
Expenditures					
General Government	961,653	1,076,765	1,057,624	1,538,244	1,849,996
Public Safety	721,085	651,650	823,944	829,636	870,061
Public Works	982,378	1,028,440	974,799	898,719	937,643
Health and Human Services	0	0	0	0	0
Culture and Recreation	3,969,292	3,638,642	4,157,540	4,241,790	4,075,246
Conservation and Development	1,389,219	1,311,330	1,431,276	1,109,213	1,502,433
Transfers and other expenses	3,675,045	2,632,070	2,204,522	2,493,701	2,028,764
Total Expenditures	<u>11,698,673</u>	<u>10,338,896</u>	<u>10,649,705</u>	<u>11,111,304</u>	<u>11,264,142</u>
Excess of revenues over (under) expenditures	186,144	105,528	-487,458	-448,743	228,228
Fund Balance, Beginning Year	2,189,647	2,375,791	1,844,466	2,481,319	2,032,576
Fund Balance, Ending Year	<u>2,375,791</u>	<u>2,481,319</u>	<u>1,357,009</u>	<u>2,032,576</u>	<u>2,260,803</u>

**DEBT SERVICE FUNDS
BUDGET SUMMARY**

	2017	2018	2019	2019	2020
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>
Revenue					
Taxes	6,167,634	6,666,863	7,358,181	7,434,915	8,542,409
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenues	53,639	54,429	52,471	52,471	52,472
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0
Miscellaneous Revenue	839,577	1,437,124	540,465	1,042,992	679,532
Interfund Transfers	1,366,425	9,702,434	1,084,486	5,782,591	1,127,142
Total Revenue	<u>8,427,276</u>	<u>17,860,849</u>	<u>9,035,603</u>	<u>14,312,969</u>	<u>10,401,555</u>
Expenditures					
General Government	733,323	725,083	201,419	165,196	165,696
Public Safety	0	0	0	0	0
Public Works	0	0	0	0	0
Health and Human Services	0	0	0	0	0
Culture and Recreation	0	0	0	0	0
Conservation and Development	0	0	0	0	0
Transfers and other expenses	8,543,156	7,040,253	15,650,511	22,693,412	8,564,112
Total Expenditures	<u>9,276,479</u>	<u>7,765,335</u>	<u>15,851,930</u>	<u>22,858,608</u>	<u>8,729,808</u>
Excess of revenues over (under) expenditures	-849,203	10,095,514	-6,816,327	-8,545,639	1,671,747
Fund Balance, Beginning Year	9,814,477	8,965,274	17,375,830	19,060,788	10,515,149
Fund Balance, Ending Year	<u>8,965,274</u>	<u>19,060,788</u>	<u>10,559,503</u>	<u>10,515,149</u>	<u>12,186,896</u>

**CAPITAL IMPROVEMENT FUNDS
BUDGET SUMMARY**

	2017	2018	2019	2019	2020
	Actual	Actual	Amended	Estimated	Requested
Revenue					
Taxes	1,681,879	1,661,306	1,690,775	1,683,775	1,600,242
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenue	1,640,314	760,683	8,359,913	1,574,310	1,181,056
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0
Miscellaneous Revenue	999,043	1,505,168	468,500	120,960	121,300
Interfund Transfers	7,790,207	30,952,500	10,928,526	10,927,681	6,551,946
Total Revenue	12,111,443	34,879,658	21,447,714	14,306,727	9,454,544
Expenditures					
General Government	359,046	6,721,251	7,709,894	4,261,436	0
Public Safety	606,584	2,561,731	767,689	672,506	765,944
Public Works	5,361,688	5,344,146	10,756,843	5,077,149	4,948,430
Health and Human Services	0	0	0	0	0
Culture and Recreation	380,351	779,258	1,236,638	629,770	886,770
Conservation and Development	5,686,887	14,554,353	7,871,237	2,508,596	5,541,234
Transfers and other expenses	967,588	1,071,479	2,654,817	3,336,985	1,097,000
Total Expenditures	13,362,143	31,032,219	30,997,118	16,486,443	13,239,378
Excess of revenues over (under) expenditures	-1,250,701	3,847,439	-9,549,404	-2,179,716	-3,784,834
Fund Balance, Beginning Year	6,749,570	5,498,869	7,789,986	9,346,308	7,166,592
Fund Balance, Ending Year	5,498,869	9,346,308	-1,759,418	7,166,592	3,381,758

**PROPRIETARY FUNDS
BUDGET SUMMARY**

	2017 Actual	2018 Actual	2019 Amended	2019 Estimated	2020 Requested
Revenue					
Taxes	511,562	511,576	511,547	511,547	516,662
Licenses and Permits	31,800	34,600	34,200	30,700	30,700
Intergovernmental	3,471,718	3,389,061	3,849,794	3,497,114	3,786,219
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	16,878,734	18,636,235	19,198,586	19,096,530	20,928,466
Fines and Forfeitures	18,388	0	5,000	5,000	5,000
Miscellaneous Revenue	700,499	824,569	653,822	748,881	1,148,990
Interfund Transfers	959,015	954,877	1,107,499	1,106,300	257,026
Total Revenue	22,571,715	24,350,917	25,360,448	24,996,072	26,673,063
Expenditures					
General Government	8,765,077	8,798,016	9,833,896	8,987,017	9,235,520
Public Safety	0	0	0	0	0
Public Works	7,817,516	8,043,525	10,352,949	9,818,896	13,878,087
Health and Human Services	0	0	0	0	0
Culture and Recreation	2,929	3,764	2,682	1,482	3,038
Conservation and Development	7,086	9,329	7,817	7,796	7,996
Transfers and other expenses	7,089,999	6,647,996	7,268,193	7,166,187	7,291,501
Total Expenditures	23,682,608	23,502,630	27,465,537	25,981,378	30,416,143
Excess of revenues over (under) expenditures	-1,110,892	848,288	-2,105,089	-985,306	-3,743,080
Fund Balance, Beginning Year	86,007,204	84,896,312	83,038,389	85,744,599	84,759,293
Fund Balance, Ending Year	84,896,312	85,744,599	80,933,300	84,759,293	81,016,213

**FIDUCIARY FUNDS
BUDGET SUMMARY**

	2017 Actual	2018 Actual	2019 Amended	2019 Estimated	2020 Requested
Revenue					
Taxes	0	0	0	0	0
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0
Charges for Services	11,611	14,836	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0
Miscellaneous Revenue	165,529	512,912	24,000	30,500	30,500
Interfund Transfers	0	0	0	0	0
Total Revenue	177,140	527,747	33,400	39,900	39,900
Expenditures					
General Government	0	0	0	0	0
Public Safety	0	0	0	0	0
Public Works	0	0	0	0	0
Health and Human Services	13,334	16,898	750	750	1,000
Culture and Recreation	312,409	91,420	0	230,000	150,000
Conservation and Development	0	0	0	0	0
Transfers and other expenses	55	922	1,250	15,000	15,000
Total Expenditures	325,797	109,241	2,000	245,750	166,000
Excess of revenues over (under) expenditures	-148,657	418,507	31,400	-205,850	-126,100
Fund Balance, Beginning Year	2,175,632	2,026,975	2,051,126	2,445,482	2,239,632
Fund Balance, Ending Year	2,026,975	2,445,482	2,082,526	2,239,632	2,113,532

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Amended</u>	<u>2019</u> <u>Estimated</u>	<u>2020</u> <u>Executive</u>
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant / Communications Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the Mayor	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
No changes in 2020.					
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	0.81	1.00	1.00	1.00	1.00
Council/Licensing Clerk	1.00	1.00	1.00	1.00	1.00
Elections Specialist	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>
Total Office of the City Clerk	<u>3.56</u>	<u>3.75</u>	<u>3.75</u>	<u>3.75</u>	<u>3.75</u>
No changes in 2020.					
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Budget Analyst	1.00	1.00	1.00	1.00	0.00
Assistant to the City Administrator	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>
Total Office of the City Administrator	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
No changes in 2020.					
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	0.00	0.00	1.00	1.00
Comptroller/Treasurer	1.00	0.00	0.00	0.00	0.00
Auditor/Analyst	1.00	1.00	1.00	1.00	1.00
Accountant	1.00	1.00	1.00	1.00	1.00
Accountant I	0.00	0.40	0.40	0.40	0.40
Clerk I	1.00	1.00	1.00	1.00	1.00
Confidential Secretary	1.00	0.00	0.00	0.00	0.00
Accounts Payable Clerk	0.00	1.00	1.00	1.00	1.00
Purchasing Agent	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Finance Department	<u>6.50</u>	<u>5.90</u>	<u>5.90</u>	<u>6.90</u>	<u>6.90</u>
No changes in 2020.					
Human Resources Department					
Director of H.R. and Labor Relations	1.00	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	1.00	1.00
Benefit Administrator / Analyst	1.00	1.00	1.00	1.00	1.00
Confidential Secretary	1.00	0.00	0.00	0.00	0.00
Human Resources Generalist	0.00	1.00	1.00	1.00	1.00
Accountant I	<u>0.00</u>	<u>0.60</u>	<u>0.60</u>	<u>0.60</u>	<u>0.60</u>
Total Human Resources Department	<u>4.00</u>	<u>4.60</u>	<u>4.60</u>	<u>4.60</u>	<u>4.60</u>
No changes in 2020.					

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Amended</u>	<u>2019</u> <u>Estimated</u>	<u>2020</u> <u>Executive</u>
Office of the City Attorney					
City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney I	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney II	0.00	0.00	0.40	0.40	0.40
Legal Assistant	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total City Attorney's Office	4.00	4.00	4.40	4.40	4.40

No changes in 2020.

PUBLIC SAFETY

Police Department

Chief	1.00	1.00	1.00	1.00	1.00
Captain	3.00	3.00	3.00	3.00	3.00
Lieutenant	4.00	4.00	4.00	4.00	4.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer	59.00	59.00	59.00	59.00	59.00
Office Supervisor	1.00	1.00	1.00	1.00	1.00
Communication Technician	1.00	1.00	1.00	1.00	1.00
Court Services Secretary	2.00	2.00	2.00	2.00	2.00
Community Service Officer	1.00	1.00	1.00	1.00	1.00
Community Service Officer Trainee (FTE)	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	8.00	8.00	8.00	8.00
Time System Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Fleet Operation Mechanic	1.00	1.00	1.00	1.00	1.00
Property Officer	1.00	1.00	1.00	1.00	1.00
Digital Evidence Manager	1.00	1.00	1.00	1.00	1.00
MEG Unit Secretary	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>
Total Police Department	104.40	104.40	104.40	104.40	104.40

No changes in 2020.

Fire Department

Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	1.00	1.00	1.00	1.00	2.00
Deputy Fire Chief	1.00	1.00	1.00	1.00	0.00
Battalion Chief	4.00	4.00	4.00	4.00	4.00
Captain	5.00	5.00	5.00	5.00	5.00
Lieutenant	10.00	10.00	10.00	10.00	10.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter	18.00	18.00	18.00	18.00	18.00
Firefighter/Paramedic	14.00	14.00	14.00	14.00	14.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Transcriptionist/Data Entry Clerk	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Fire Department	70.50	70.50	70.50	70.50	70.50

No changes in 2020.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
Building Inspection					
Building/Housing Inspector	2.00	2.00	2.00	2.00	2.00
Electrical/Heating Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing/Environmental Inspector	1.00	1.00	1.00	1.00	1.00
Housing/Environmental Inspector	1.00	1.00	1.00	0.00	0.00
Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Permit Clerk	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Building Inspection	8.00	8.00	8.00	8.00	8.00
No changes in 2020.					
PUBLIC WORKS					
Department of Public Works					
Administration					
Director of Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	0.00	0.00	0.00	0.00	1.00
Management Analyst	1.00	1.00	1.00	1.00	0.00
Clerk II	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Public Works Administration	4.00	4.00	4.00	4.00	4.00
Engineering					
City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer / Project Manager	1.00	1.00	1.00	1.00	1.00
Assistant Engineer / Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineering Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	2.00	2.00	2.00	2.00	2.00
GIS Project Specialist	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Engineering	6.00	7.00	7.00	7.00	7.00
Municipal Service Building Administration / Maintenance					
Superintendent - Facilities/Traffic	1.00	1.00	1.00	1.00	1.00
Leadman - Construction	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Lighting	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Signals	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Lead-Signs	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Craftsman	3.00	3.00	3.00	3.00	3.00
Maintenance Worker II-Signs	1.00	1.00	1.00	3.00	3.00
Maintenance Worker II-City Hall	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.50</u>	<u>0.50</u>
Total MSB Administration/Maintenance	11.00	11.00	11.00	13.50	13.50
Streets and Sanitation					
Superintendent - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Supervisor - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Streets	1.00	1.00	1.00	4.00	4.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
Maintenance Worker III-Streets	7.00	7.00	7.00	2.00	2.00
Maintenance Worker II-Streets	14.00	14.00	14.00	11.00	9.00
Maintenance Worker I-Streets	5.00	5.00	5.00	3.00	3.00
Maintenance Worker IV-Sanitation	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sanitation	8.00	8.00	8.00	8.00	8.00
Maintenance Worker IV-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Sewer Maintenance	2.00	2.00	2.00	2.00	2.00
Maintenance Worker I-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Street Sweeping	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Streets and Sanitation	45.00	45.00	45.00	38.00	36.00
Parks and Cemetery					
Superintendent - Parks - Forestry	1.00	1.00	1.00	1.00	1.00
Forester	0.00	0.00	0.00	1.00	1.00
Maintenance Worker IV - Arborist	0.00	0.00	0.00	1.00	1.00
Maintenance Worker IV - Parks	1.00	1.00	1.00	2.00	2.00
Maintenance Worker III - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker II - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker I - Parks	3.00	3.00	3.00	0.00	0.00
Administrative Assistant	<u>1.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Parks and Cemetery	18.00	17.00	17.00	17.00	17.00
Total Department of Public Works	84.00	84.00	84.00	79.50	77.50

2.00 FTE Streets and Sanitation Maintenance Worker II transferred to Recycling Utility Fund in 2020.

CULTURE AND RECREATION

Senior Services

Director of Senior Services	0.00	0.00	0.00	1.00	1.00
Senior Center Supervisor	1.00	1.00	1.00	0.00	0.00
Assistant Supervisor	0.00	1.00	1.00	0.00	0.00
Coordinator	0.00	0.00	0.00	1.00	1.00
Wellness Coordinator	1.00	0.00	0.00	0.00	0.00
Custodian	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>
Total Senior Services	2.28	2.28	2.28	2.28	2.28

No changes in 2020.

CONSERVATION AND DEVELOPMENT

Planning and Development

Director of Planning and Development	1.00	1.00	1.00	1.00	1.00
Planning/Zoning Manager	1.00	1.00	1.00	1.00	1.00
Community Development Planner	1.00	1.00	1.00	1.00	1.00
Neighborhood Development Planner	1.00	1.00	0.00	0.00	1.00
Community/Economic Development Planner	0.00	0.00	1.00	1.00	0.00
Grant Coordinator	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>
Total Planning and Development	4.00	4.00	4.00	4.00	5.00

The addition of a Grant Coordinator in 2020.

TOTAL GENERAL FUND	295.24	295.43	295.83	292.33	291.33
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**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Amended</u>	<u>2019 Estimated</u>	<u>2020 Executive</u>
SPECIAL REVENUE FUND					
Mead Public Library					
Director	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Manager	2.00	2.00	2.00	2.00	2.00
Librarian II	2.00	0.00	0.00	0.00	0.00
Librarian I	4.75	0.00	0.00	0.00	0.00
Librarian	0.00	6.75	8.00	7.75	7.75
Page Supervisor	1.00	1.00	1.00	1.00	1.00
Maintenance Supervisor	1.00	1.00	0.00	0.00	0.00
Public Information Specialist II	1.00	1.00	0.00	0.00	0.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	0.00	0.00	1.00	1.00	1.00
Maintenance Technician	0.00	0.00	2.00	2.00	2.00
Administrative Assistant/Volunteer Coordinator	0.00	0.00	1.00	1.00	1.00
Administrative Assistant I	1.00	1.00	0.00	0.00	0.00
Maintenance Technician I	1.00	1.00	0.00	0.00	0.00
Library Assistant III	5.00	5.00	0.00	0.00	0.00
Library Assistant II	1.00	1.00	0.00	0.00	0.00
Library Assistant I	5.75	5.75	0.00	0.00	0.00
Cataloger	0.00	0.00	3.00	3.00	3.00
Public Safety Specialist	0.00	0.00	1.00	1.00	1.00
Library Assistant	0.00	0.00	9.25	9.25	9.25
Cleaners	1.50	1.50	2.00	2.00	2.00
Library Page	<u>9.50</u>	<u>9.50</u>	<u>6.50</u>	<u>6.50</u>	<u>6.50</u>
Total Mead Public Library	39.50	39.50	39.75	39.50	39.50
No changes in 2020					
Municipal Court					
Municipal Court Judge	0.50	0.50	0.50	0.50	0.50
Municipal Court Clerk	1.00	1.00	1.00	1.00	1.00
Office Clerk	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Municipal Court	2.50	2.50	2.50	2.50	2.50
No changes in 2020.					
Ambulance					
Firefighter/Paramedic	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
Total Ambulance	4.00	4.00	4.00	4.00	4.00
No changes in 2020.					
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	<u>0.50</u>	<u>0.50</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total Cable Television	1.50	1.50	1.25	1.25	1.25
No changes in 2020.					
TOTAL SPECIAL REVENUE FUND	47.50	47.50	47.50	47.25	47.25

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Amended</u>	<u>2019</u> <u>Estimated</u>	<u>2020</u> <u>Executive</u>
PROPRIETARY FUNDS					
Recycling Utility					
Maintenance Worker II	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2.00</u>
Total Recycling Utility	0.00	0.00	0.00	0.00	2.00
This fund is new in 2020.					
Transit Utility					
Director	0.70	0.70	0.70	0.70	0.70
Operator Supervisor	2.00	2.00	2.00	2.00	2.00
SET Supervisor	0.00	0.00	0.00	1.00	1.00
Lead Support - ADA Coordinator	2.00	2.00	2.00	1.00	1.00
Lead Dispatcher	1.00	1.00	1.00	1.00	1.00
Fill-In Dispatcher	1.00	1.00	1.00	1.00	1.00
Lead Mechanic	1.00	1.00	1.00	1.00	1.00
Administrative Coordinator	1.00	1.00	1.00	1.00	1.00
Fixed Route Operator	28.00	28.00	28.00	28.00	28.00
Paratransit Operator	12.00	12.00	12.00	12.00	12.00
Hostler	1.25	1.25	1.50	1.50	1.50
Cleaner	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>
Total Transit Utility	51.20	51.20	51.45	51.45	51.45
No changes in 2020.					
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Worker I	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parking Utility	2.30	2.30	2.30	2.30	2.30
No changes in 2020.					
Water Utility*					
Superintendent	1.00	1.00	1.00	1.00	1.00
Utility Accountant	1.00	1.00	1.00	1.00	1.00
Distribution Supervisor	1.00	1.00	1.00	1.00	1.00
Operations Supervisor	1.00	1.00	1.00	1.00	1.00
Customer Relations/Fiscal Supervisor	1.00	1.00	1.00	1.00	1.00
Utility Engineer	1.00	1.00	1.00	1.00	1.00
Engineer Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	0.00	0.00	1.00	1.00	1.00
Distribution Technician	6.00	6.00	5.00	5.00	6.00
Lead Operations Technician	1.00	1.00	1.00	1.00	1.00
Operator	5.00	5.00	5.00	5.00	5.00
Operations Technician	2.00	2.00	2.00	2.00	2.00
Utility Support Specialist	4.00	4.00	4.00	4.00	4.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Lead Service Technician	1.00	1.00	1.00	1.00	1.00
Service Technician	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Water Utility	30.00	30.00	30.00	30.00	31.00

An increase of 1.00 FTE in 2020. *Approval authorized by the Board of Water Commissioners.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2017 - 2020**

	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Amended</u>	<u>2019</u> <u>Estimated</u>	<u>2020</u> <u>Executive</u>
Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Industrial Wastewater Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	1.00	1.00	1.00	1.00	1.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electromechanical Technician	1.00	1.00	1.00	1.00	1.00
Laboratory Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Operator III	1.00	1.00	1.00	2.00	2.00
Operator I	1.00	1.00	1.00	2.00	2.00
Clerk Typist	1.00	0.00	0.00	0.00	0.00
Clerk IV / Administrative Assistant	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Wastewater Utility	13.00	13.00	13.00	15.00	15.00
No changes in 2020.					
TOTAL PROPRIETARY FUND	96.50	96.50	96.75	98.75	101.75
INTERNAL SERVICE FUNDS					
Information Technology					
IT Director	1.00	1.00	1.00	1.00	1.00
Systems Analyst	2.00	2.00	2.00	2.00	2.00
Network Administrator	1.00	1.00	2.00	1.00	1.00
PC Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Information Technology	5.00	5.00	6.00	5.00	5.00
A reduction of 1.00 FTE Network Administrator position (unfilled) in 2020.					
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Service Supervisor	1.00	1.00	1.00	1.00	1.00
Master Certified Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Certified Truck Mechanic	6.00	3.00	3.00	2.00	2.00
Truck Mechanic	0.00	1.00	1.00	1.00	1.00
Service Mechanic II	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Motor Vehicle	8.00	6.00	6.00	6.00	6.00
No changes in 2020.					
TOTAL INTERNAL SERVICE FUNDS	13.00	11.00	12.00	11.00	11.00
TOTAL PROPRIETARY FUNDS	109.50	107.50	108.75	109.75	112.75
TOTAL CITY FUNDS	452.24	450.43	452.08	449.33	451.33

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution establishing the 2020 Budget appropriations and 2019 Tax Levy use during the calendar year.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: September 4, 2019

MEETING DATE: September 10, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: This Resolution establishes the 2020 Budget Appropriations and the 2019 Tax Levy for use in the calendar year.

STAFF COMMENTS: For your review of the 2020 DPW Budget, the Department submitted its request for review by the City Administrator and overall concurs with the final submittal. The following are some highlights for the 2020 DPW Budget:

Engineering: An increase of \$15,000 in communication equipment maintenance for additional GIS software licensing to accommodate more users.

Harbor Centre Marina Fund: There are no notable changes 2020. This is the first year the department is corroborating with F3 Marina to align the marina budget for accuracy and coordination.

MSB Maintenance: A decrease in personal services of \$33,318 results from reallocation of staff to the City Hall facility.

Streets & Alleys and Sidewalk: There are no notable changes in 2020.

Storm Water Management: There are no notable changes 2020.

Snow & Ice Control: There are no notable changes 2020.

Traffic Control Signs: There are no notable changes 2020.

Solid Waste and Recycling: This fund is split into two cost centers. Solid Waste Fund continues to be funded within the general fund budget. Recycling will now be established as an enterprise fund mainly comprised of monthly recycling fee revenues. As a result of converting to automated garbage and recycling collection the department is eliminating two fulltime positions. These positions are already vacated due to retirements.

Residential Drop-off Site: There are no notable changes 2020.

Parks and Forestry: An increase of \$30,000 in personal services due to additional overtime expenditures, increase of \$4,000 in transfer station tipping due to increased costs and increase of \$36,000 in landscaping supplies for emerald ash borer treatment.

Motor Vehicle Division: An increase in Equipment Rental Charges of \$181,402 to support Capital Project Fund purchases for equipment replenishment.

Wastewater Division: An increase of \$6,000 in Laboratory Budget for a new still to produce laboratory grade water. A decrease of \$35,000 in Hauling Services due to improved dryer operation. An increase of \$5,000 in Electrical Maintenance and Repair to eliminate an obsolete motor control center. A net decrease of \$700,000 Replacement Costs. An increase of \$333,516 in Sewer Service charges to area communities to more accurately reflect allocation of costs.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 83-19-20 establishing the 2020 Budget appropriations and 2019 Tax Levy use during the calendar year.

ATTACHMENTS:

- I. Res. No. 83-19-20



DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 84 - 19 - 20. By Alderpersons Wolf and Sorenson.
September 10, 2019.

A RESOLUTION designating the Superintendent of Parks and Forestry as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (DNR) Urban Forestry Grants for Calendar Year 2020 and instructing the Authorized Representative to submit an Urban Forestry Grant Application relating to Emerald Ash Borer Treatment.

WHEREAS, pursuant to Wis. Stat. § 23.097(1g), the Wisconsin Department of Natural Resources (DNR) has an Urban Forestry Grant Program which provides up to 50% reimbursement for the cost of tree management plans, tree inventories, brush residue projects, the development of tree management ordinances, tree disease evaluations, public education concerning trees in urban areas, and other tree projects; and

WHEREAS, pursuant to Wis. Stat. § 23.097(1r), the DNR may also award grants for the costs of removing, saving, and replacing trees that have been damaged by catastrophic storm events in urban areas; and

WHEREAS, in order to be eligible for an Urban Forestry Grant, every grant cycle each applicant must submit an Authorizing Resolution to DNR which identifies an Authorized Representative; and

WHEREAS, an Authorized Representative is an office, officer, or employee who is given authority to act on the applicant's behalf to: (1) sign and submit the grant application; (2) sign a grant agreement between the City and the DNR; (3) submit interim and final reports to the DNR to satisfy the grant agreement; (4) submit grant reimbursement requests to the DNR; and (5) sign and submit any other required documentation regarding the Grant; and

WHEREAS, City Staff proposes to apply for an Urban Forestry Grant for calendar year 2020 to re-treat 800 ash trees throughout the City for Emerald Ash Borer (the "Project"); and

WHEREAS, City Staff estimates that the cost of the Project will be \$42,000 and, therefore, if the City receives an Urban Forestry Grant, the City anticipates it would be reimbursed for 50% of the cost (\$21,000), with the balance constituting the City's share of the Project cost; and

WHEREAS, in-kind labor and services and donations can be used to contribute toward the City's share of the Project cost; and

WHEREAS, there are sufficient funds in the proposed 2020 Budget for the Project.

Public Works

NOW, THEREFORE, BE IT RESOLVED: That the Council designates the Superintendent of Parks and Forestry as the Authorized Representative for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects pursuant to Wis. Stat. § 23.097(1g) and (1r).

BE IT FURTHER RESOLVED: That the Superintendent of Parks and Forestry is to submit an Urban Forestry Grant for the Project ("Grant Application").

BE IT FURTHER RESOLVED: That if the Grant Application is approved, the appropriate City Officials are authorized to draw up to \$42,000 from Park Forestry and Open Space-Improvements Other Than Buildings (Account No. 26553000-631100) in order to make the initial payment toward the Project so that the Authorized Representative may seek reimbursement from the DNR.

BE IT FURTHER RESOLVED: That if all or part of the City is damaged by a catastrophic storm event such that DNR awards grants for the costs of removing, saving, and replacing trees that have been damaged by catastrophic storm sewers in urban areas, the Authorized Representative is authorized to submit a grant application.

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

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution designating the Superintendent of Parks and Forestry as the City’s Authorized Representative for the purpose of Wisconsin Department of Natural Resources (DNR) Urban Forestry Grants for Calendar Year 2020 and instructing the Authorized Representative to submit an Urban Forestry Grant Application relating to Emerald Ash Borer Treatment.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: September 5, 2019

MEETING DATE: September 10, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: Park, Forestry and
Open Space Fund

Wisconsin Statutes: 23.097
Municipal Code: N/A

26553000-631100

Budget Summary: N/A
Budget Expenditure: \$42,000
Budgeted Revenue: \$21,000

BACKGROUND / ANALYSIS: City Staff proposes to apply for an Urban Forestry Grant for year 2020 to re-treat 800 ash trees throughout the City for Emerald Ash Borer.

STAFF COMMENTS: In 2016, City Staff started treating city ash trees for the Emerald Ash Borer. It is part of the 2016 City Urban Forestry Management Plan to treat approximately one half of all City ash trees, around 2,500, and remove the other half, around 2,500. The project will consist of purchasing \$42,000 worth of Mectinite, (chemical treatment) and equipment to distribute the chemical.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 84-19-20 designating the Superintendent of Parks and Forestry as the City’s Authorized Representative for the purpose of Wisconsin Department of Natural Resources (DNR) Urban Forestry Grants for Calendar Year 2020 and instructing the Authorized Representative to submit an Urban Forestry Grant Application relating to Emerald Ash Borer Treatment.

ATTACHMENTS:

- I. Res. No. 84-19-20