

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Submitting an analysis of the City of Sheboygan's curbside garbage and recycling collection system for the potential to convert to an automated "garbage cart system". The recommendation from the analysis will be used to assist with formulating the 2019 operation and capital budget.

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

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**REPORT DATE:** August 6, 2018

**MEETING DATE:** August 14, 2018

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**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

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**BACKGROUND / ANALYSIS:** The trend in the solid waste industry has been towards automated curbside collection via cart based systems. There are several advantages to this method of collection: first and foremost, employee safety. By utilizing the cart system, employees are not required to physically handle bags which eliminates many health concerns and increases route productivity. Other advantages include increased cleanliness, reduced the number of wildlife disturbances, and increased recycling. The community has expressed a desire for the cart system in recent community surveys.

**STAFF COMMENTS:** It is the Department of Public Works recommendation that the City strongly consider converting our residential curbside garbage collection to an automated cart based system. Based on the feasibility analysis provided by Foth, the lowest cost alternative is to have the City of Sheboygan DPW acquire the necessary equipment and carts and continue to provide collection as a municipal service.

**ACTION REQUESTED:** Motion to accept and file R.O. No. 94-18-19 Submitting an analysis of the City of Sheboygan's curbside garbage and recycling collection system for the potential to convert to an automated "garbage cart system" and recommend the DPW implement an automated garbage collection system for the 2019 budget with full implementation by 2020.

**ATTACHMENTS:**

- I. R.O. No. 94-18-19
- II. Foth Analysis

II

4.11

R. O. No. 94 - 18 - 19. By DIRECTOR OF PUBLIC WORKS. August 6, 2018.

Submitting an analysis of the City of Sheboygan's curbside garbage and recycling collection system for the potential to convert to an automated "garbage cart system". The recommendation from the analysis will be used to assist with formulating the 2019 operation and capital budget.

Public  
Works

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DIRECTOR OF PUBLIC WORKS



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July 17, 2018

**TO:** Jason Blasiola, Superintendent Streets and Sanitation,  
City of Sheboygan, Department of Public Works (DPW),

**CC:** David Biebel and Dave Groves, Sheboygan DPW  
Dan Krivit, Foth Infrastructure & Environment, LLC (Foth)

**FROM:** Jennefer Klennert, Foth  
Nathan Klett, Foth

**RE:** Analysis of the City of Sheboygan's Potential Options  
for Garbage & Recycling Collection System

### **Executive Summary**

The City's Streets & Sanitation Division currently operates a residential garbage and recyclables collection system based on manual lifting and collection of materials from bags (purchased by residents). Continuing the current manual collection system utilizing split-body, rear-load packer trucks is identified as "Option 1" for purposes of this simple cost analysis. Option 1 has an estimated first year cost of \$8.50 per household per month.

The City directed Foth to analyze specific options for automating collection of both garbage and recyclables collection systems. The City could see cost savings, particularly in the long-term, if it converts to fully automated trucks for residential collection of garbage and recyclables. Other costs and benefits were also identified.

The two (2) options for conversion to a new automated system were:

**"Option 2"** *The City purchases and operates* six (6) new Automated Side Loader (ASL) trucks. At an estimated purchase price of \$275,000 per truck, the total capital cost to the City of these new trucks is \$1.65 million. Foth used a cost estimate of \$236,000 for the first year capital costs for the trucks based on an expected useful life of 7 years. Option 2, in total, has a first year cost estimate of approximately \$8.45 per household per month (including capital costs of carts).

**“Option 3”** The *City contracts* for automated collection of garbage and recyclables. Option 3 has an estimated first year cost of approximately \$9.80 per household per month based on an informal budgetary price quote from a potential local hauler. This informal budget quote assumes the City would own the carts and continue to do the billing. The City is also responsible for any costs associated with disposal of garbage and processing of recyclables, which is included in the approximate cost of \$9.80.

For this analysis, Foth assumed in both Option 2 and Option 3 that the City would continue a weekly recycling and garbage collection schedule. The City may want to consider converting to an every other week recycling collection to reduce labor costs. Every other week recycling collection is a generally accepted industry practice for both municipal and private hauler recycling systems.

For this analysis, Foth also assumed that the City would own the new standardized garbage and recycling carts under either Option 2 or Option 3. Approximately 34,200 carts would need to be purchased by the City at an assumed price of \$57 per cart for an estimated capital cost of \$1.95 million. Based on an estimated 10-year useful life of the carts and a simple costing method, the capital costs of new carts would be about \$1.97 per household per month. This capital cost estimate of City purchase of the carts is included in the total per month cost estimate of Option 2 and Option 3.

Any conversion to a new automated collection system would require advance planning, a deliberate equipment procurement process, and a planned public education program.

## **Introduction**

Foth was retained by the City of Sheboygan, Wisconsin (City) to conduct an independent analysis of the current manual garbage and recycling collection system operated by the City’s Streets & Sanitation Division in comparison to two (2) potential options for services: in-house automated collection of garbage and recycling and contracted collection of garbage and recycling. The Streets & Sanitation Division’s current fleet of trucks has an average age of eleven (11) years and several trucks are near the end of their useful life. City staff have been studying alternative collection methods for several years. The City is fully committed to providing quality, cost-effective collection service to the residents.

This memo provides a summary of the City’s existing collection system, including a description and analysis of current costs. The memo provides an independent, comparative cost analysis of alternative systems options.

This analysis is not a rate study nor an in-depth cash flow financial cost assessment of the City’s current and alternative system options. The full costs of the City’s current operation may need further review; municipal budgets for an operating division often do not include indirect costs including administrative overhead, adequate equipment replacement funds, etc.

Other system assumptions were held constant to simplify the cost comparison. For example, the total number of households served was assumed to be constant over the ten (10) year analysis. Also, while this memo mentions the potential for increased recycling and a corresponding reduced amount of garbage due to lidded recycling carts and the addition of a “Pay As You Throw”<sup>1</sup> fee schedule for the various garbage cart sizes, these variables are not included in this preliminary, simple cost analysis. However, since the City is paying the costs associated with disposal of garbage and processing of recyclables in both Options 2 and 3, an increase in recycling and decrease in garbage would effectively change the per household costs equally for either option.

Foth did not assume a change in the Parks Department collection system. The focus of this analysis was on the residential collection systems (for both garbage and recyclables). An analysis of the current garbage and recycling transfer, landfilling and recyclables processing / marketing arrangements was outside the scope of this project.

## **Methods**

Foth used a series of methods to conduct this analysis. Background data and information was requested and provided by City staff. Information and data were reviewed from the City web site including financial and budget reports. Information on the current system was analyzed and summarized in this memo, including the 2017 and 2018 Community Survey results.

Truck and cart equipment vendors were contacted to establish approximate purchase prices, truck specifications and performance information. This information about potential future collection improvements was analyzed and is summarized in this memo. A local third party waste hauler was contacted for budgetary pricing for a contract option service comparison. This information is also included in the memo.

Current solid waste system costs were quantified (Option 1). Equipment and operational changes were then applied within this cost analysis to analyze the capital and operating cost changes for converting to a fully automated system for residential collection of both garbage and recycling operated by the City (Option 2).

The possibility of cost savings from combining some small commercial accounts was not incorporated. Finally, a simple cost analysis was prepared to compare the “Contract Option” (Option 3) based on the informal price quote from one potential contractor.

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<sup>1</sup> “Pay As Your Throw” would include multiple cart sizes and a variable rate pricing system designed to encourage additional waste reduction and recycling (i.e., the larger cart services are more expensive).

## Summary of Current System Operations

The City's current solid waste collection system collects the following residential materials on a weekly basis as described on the City's "Garbage and Recycling" web page<sup>2</sup>:

- ◆ **Garbage.** Residents must use their own clear or opaque plastic bags (13 gallon minimum). Black bags, garbage cans or receptacles are not acceptable. Plastic grocery bags are not adequate to secure garbage. Refuse not suitable for placement in bags must be bundled (under three feet in any dimension and less than 35 pounds).
- ◆ **Recyclables.** Residents may commingle their City-specified recyclables into a single-stream of materials. For containers (cans, glass, plastics), residents must use blue plastic bags. Recyclable paper items may also be put into the blue bags in small sizes and quantities or may be bundled separately with string or twine (maximum of two feet square).

**Figure 1**  
**Sample Residential Recyclables Set Out**

*(Photograph provided by City Staff on July 10, 2018)*

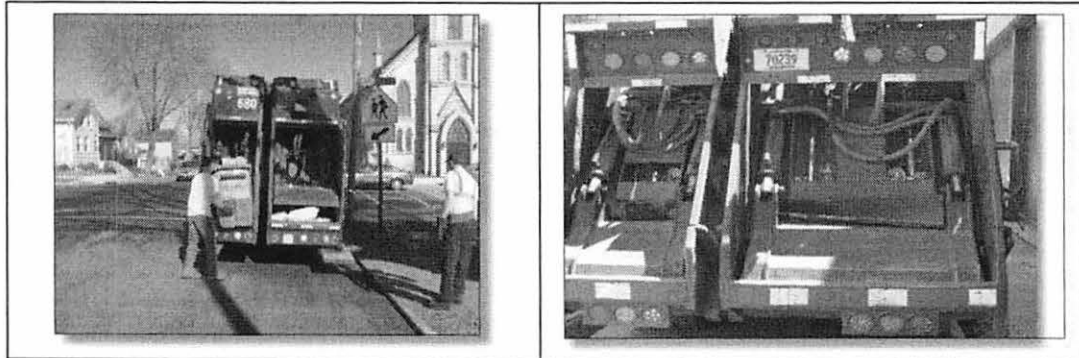


<sup>2</sup> City of Sheboygan "Garbage and Recycling" web page:  
<http://www.sheboyganwi.gov/departments/public-works/streets-sanitation/garbage-and-recycling/>

Garbage and recyclables are *co-collected* on the same day by City crews in a split-body rear load packer truck. Sixty percent of the truck's capacity is apportioned for garbage and forty percent for recyclables. Bags are manually lifted by City staff into one of the two rear loading hoppers.

**Figure 2**  
**Current Truck Design – Split Body, Rear Load Packers**

*(Photograph provided by City Staff on July 10, 2018)*



Bulky items (e.g., large appliances, furniture, etc.) and yard waste are not collected as part of the curbside program. The City has a “Residential Recycling Center” resident drop off for yard waste, drain oil, cooking oil, scrap metal, automotive batteries, and non-Freon appliances.<sup>3</sup>

The City Division of Streets and Sanitation (A Division of the Department of Public Works) operates the garbage and recycling collection system. The City’s “Solid Waste” Ordinance (Chapter 102) provides for the legal requirements, standards and system management of garbage and recycling including storage and collection.<sup>4</sup>

Table 1 lists the number and type of residential households served by the City garbage and recycling collection system.<sup>5</sup> Residential garbage and recycling are collected Monday through Friday each week. Residential drivers collect within the daily residential routes identified on the City’s map.<sup>6</sup>

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<sup>3</sup> City of Sheboygan “Residential Recycling Center” section of the “Streets & Sanitation” web page: <http://sheboyganwi.wpenginc.com/departments/public-works/streets-sanitation/>

<sup>4</sup> City of Sheboygan “Solid Waste” Ordinance (Chapter 102): [https://library.municode.com/wi/sheboygan/codes/code\\_of\\_ordinances?nodeId=MUCO\\_CH102SOWA](https://library.municode.com/wi/sheboygan/codes/code_of_ordinances?nodeId=MUCO_CH102SOWA)

<sup>5</sup> Based on data provided by City staff via email on March 16, 2018.

<sup>6</sup> City map of Garbage and Recycling collection days: <https://gis.sheboyganwi.gov/portal/apps/webappviewer/index.html?id=32c1f3a92a9e44379f744c2b8562e5d6>

**Table 1**  
**Residential Garbage and Recyclables by Type of Households**  
*(Number of Households)*

<b>Total Collection Points (Households Served)</b>	<b>17,107</b>
Single Family Residence	16,837
Two Family Units (Duplexes)	162
Four Family Units (Quadplexes)	108

Garbage and recyclables are hauled and unloaded separately at the Waste Management Inc. – Sheboygan Falls Transfer Station. According to City staff, the 2018 tipping fees are \$33.05 for garbage and \$0.00 for recycling. The avoided cost of garbage tipping fees is one of the major financial incentives for the City to enhance the recycling program.

Table 2 lists the seven trucks currently in use by the City’s Streets and Sanitation Division to collect regular garbage and recyclables. There are two additional trucks in the fleet for seasonal leaf collection and one used for garbage collection by the Parks Department. Table 2 provides the City’s vehicle identification number, primary route assignment, manufacture year, engine/chassis manufacturer, body capacity, body configuration (single compartment or “full” vs. “split/body”), additional equipment such as a semi-automated “cart tipper” on the rear hopper, and the City department operator.

The City’s Parks Department owns and operates one (1), 13-cubic yard rear load packer truck (#87). This Parks’ truck was not included in this analysis, but should be considered as part of any overall system improvement implementation plan. Based on City reports, residential garbage collected is approximately 11,273 tons per year. Personnel providing the labor for solid waste collection services are mostly dedicated to eight (8) assigned positions. This does not include administration and management staff.

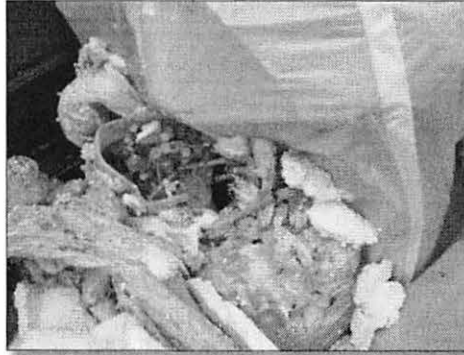
**Table 2**  
**Sheboygan Garbage and Recycling Truck Fleet**

<b>Truck #</b>	<b>Function</b>	<b>Year</b>	<b>Engine/ Chassis Make</b>	<b>Packer Body Model</b>	<b>Body Configuration</b>	<b>Body Capacity (Cubic Yards)</b>	<b>Tipper</b>	<b>Operator</b>
082	Spare Garbage	2006	Crain Carrier	PakMor	Split 60/40	25	No	Streets & Sanitation Div.
087	Park Garbage	2004	Sterling	New Way	Full	13	Yes	Parks Dept.
094	Leaf Pick Up	2000	International	McNeilus	Full	25	Yes	Streets & Sanitation Div.
095	Leaf Pick Up	2000	International	McNeilus	Full	25	Yes	Streets & Sanitation Div.
096	Spare Garbage	2006	Crain Carrier	PakMor	Split 60/40	25	No	Streets & Sanitation Div.
097	Spare Garbage	2006	Crain Carrier	PakMor	Split 60/40	25	No	Streets & Sanitation Div.
680	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.
685	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.
686	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.
689	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.

Worker's compensation claims, other injuries and lost-time incidents due to the manual lifting and collection of garbage and recycling is a significant factor in this analysis. There is real and significant risk due to the repetitive lifting motions and the normal hazards of handling bags of garbage (e.g., pricks from needles or other "sharps"). See Figure 3 for a photograph showing sharps in a resident's trash.

**Figure 3**  
**Sharps in Manually Collected Trash**

*(Photograph taken by City Staff On May 21, 2018)*



The current solid waste and recycling system is financed through a combination of the general fund and user fees.

The current system (Option 1) has an estimated first year cost of approximately \$8.50 per household per month. Note that costs of operations are likely to escalate over time. Some line item costs will escalate at different rates. The timing of equipment replacements and truck salvage value also will have an impact.

### **Summary of Citizen Survey Results**

A Community Survey has been used by the City to gain an understanding of the views and preferences of the citizens of Sheboygan. The following results summary are from the citizens responses to survey on questions in 2017 and 2018 related to garbage, recyclables and yard waste collection services.<sup>7</sup>

Table 3 presents the summarized responses to question number 4: "Using the list of services and functions provided by the city, please indicate how important each city function is to you and your household."

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<sup>7</sup> City of Sheboygan Community Survey for 2017 and 2018, including the "2018 Executive Summary", <http://www.sheboyganwi.gov/wp-content/uploads/2018/03/Community-Survey-2018-Exec-Summary.pdf> and tabulated responses for the 2017 and 2018 surveys as provided by City staff.

**Table 3**  
**Citizens Survey Results: How Important is Each City Function**  
*(Percent of respondents replying "Very Important" or "Important")*

	2017	2018
Leaf pick-up	62%	66%
Recycling and garbage collection	90%	91%
Residential yard waste	72%	77%

Table 4 presents the summarized responses to question number 5: "Using the same list, please indicate how well you think the city is doing in each area."

**Table 4**  
**Citizens Survey Results: How Well is the City Doing?**  
*(Percent of respondents replying "Excellent" or "Good")*

	2017	2018
Leaf pick-up	68%	74%
Recycling and garbage collection	74%	76%
Residential yard waste	60%	67%

As can be seen from Table 3 and 4, there is generally high regard for both the importance and performance of these City solid waste and recycling services. In all cases, there has been improvement in 2018 survey results compared to 2017 results.

The Appendix contains the verbatim comments from Sheboygan residents responding to the open-ended survey questions in 2017 and 2018 that relate to the City's solid waste and recycling services.<sup>8</sup> The opinions, while not analyzed from a statistical perspective, can be inferred to represent the thoughts of some Sheboygan residents about specific collection system design issues. The most common themes from these comments can be summarized as follows:

- ◆ The City should move away from the current system of containing and setting out garbage and recyclables in plastic bags only. Instead, the City should modernize the system to be like most other neighboring cities and use garbage and recycling carts with lids and wheels.
- ◆ The bag system enables animals (e.g., sea gulls) to rip into the garbage and spread the materials as litter. A new cart-based system could help better contain prevent spreading the materials.
- ◆ The aesthetics of the current bag system makes the City look less neat and tidy compared to a cart system.
- ◆ A couple of residents equated the option of privatizing the system with their desire for changing to a cart system.

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<sup>8</sup> City of Sheboygan Community Survey, comments from the 2017 and 2018 survey results as provided by City staff.

- ◆ One resident complained about the need to purchase blue bags for recycling. Also, the impression was that if recyclables are in regular trash bags, the material is thrown away and therefore not recycled.
- ◆ Several residents stated or implied they would be willing to pay more for a cart – based system.
- ◆ One resident stated the need to implement a new automated collection system (i.e., using trucks equipped with a robotic arm to lift carts) instead of the current system of manual lifting of bags.
- ◆ One resident suggested cancelling the leaf pick-up in the Fall. On the opposite side of the issue, another resident state they wanted to see more yard waste curbside collection days.
- ◆ One resident wanted more curbside collection options for bulky item materials.

The results of the Community Survey over the past two years indicate strong support of the City’s services, but the verbatim comments also indicate a portion of the residents want to see the operations modernized using a cart – based system.

### **Summary of Potential Future System Options**

Table 5 lists current operations (Option 1) in comparison to the automated system option and the contracted option developed for this analysis:

- ◆ Option 1 – Current City system.
- ◆ Option 2 – Automated system owned and operated by the City.
- ◆ Option 3 – Automated services operated under contract to private hauler.

For Option 2, the analysis is based on the potential savings from the purchase of six ASL trucks and standardized carts for residential garbage and recyclables in 2019. The estimated purchase price for budgeting purposes for a new ASL truck is \$275,000. The estimated purchase price for 34,200 residential carts (at \$57 per cart) is \$1.95 million. Thus, the total capital cost of the new automated system is approximately \$3.6 million.

For Option 3, the analysis is based on a budgetary quote provided by a local hauler that could potentially provide services to the City and assumes services would be automated as the City is requiring carts be used by residents.

Prices per household in the analysis range from \$8.45 per household month for Option 2 to \$9.80 per household per month for Option 3. Option 1 is \$8.50 per household per month. The variables included in each are the variable of providing collection service plus costs of garbage disposal, recycling processing, and purchase of carts, where applicable.

The potential new system options would need to include comprehensive public education and outreach. The City would also need to amend the current solid waste ordinances to reflect the new operations and resident instructions (e.g., use and care of the City carts, etc.).

**Table 5**  
**Description of System Options**

	<b>OPTION #1</b>	<b>OPTION #2</b>	<b>OPTION #3</b>
<b>Proposed System Title</b>	<b>Maintain Current System</b>	<b>New, Fully Automated Side Loaders (ASL)</b>	<b>Contract</b>
Truck Owner	City	City	Contractor
Cart Owner	n.a. (i.e., no carts)	City	City
Equipment Type	60/40 split body, rear-load packers	Single compartment, ASL trucks	Single compartment, ASL trucks
Collection Process	Two person crews; manual loading (resident bags, etc.)	One person crews; fully automated with carts	One person crews; fully automated with carts
Collection Frequency	Weekly for garbage Weekly for recyclables	Weekly for garbage Weekly for recyclables	Weekly for garbage Weekly for recyclables
Approximate Implementation Date	Immediate (i.e., maintain current system)	Sept 2019	Sept 2019

Table 6 provides a summary of Foth’s economic cost-benefit analysis for this memo. The intent of this analysis is to help estimate the cost differences between the current system and potential future options. The current, Option 1, system costs are based on elements of the current solid waste system, Option 2 includes new fully automated side loaders, and Option 3 includes contract services.

Option 1 and 2 include labor, capital replacement costs, truck maintenance, fuel, and lost time due to injuries. Option 3 is a budgetary number provided by a local hauling company. In Option 2 and Option 3 the cost to purchase carts is itemized. In all three options, garbage tipping fees and recycling revenue or charges are itemized. Most of the cost data are based on City budget reports provided by staff. When not available, Foth made assumptions based on industry standards.

Other cities in eastern Wisconsin have recently converted to automated, cart – based systems. For example, the City of Neenah recently made a decision to transition to automated collection and are currently finalizing the details of cart sizes and color.<sup>9</sup>

The article states that other cities in the Fox River Valley area have also transitioned to automated collection (Appleton, Oshkosh, Menasha, Kaukauna, Grand Chute and Fox Crossing).

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<sup>9</sup> Post Crescent article (July 2, 2018), “*Neenah Talks Trash: Size and Color Matter to People*”.

From the Wisconsin Garbage Collection Study, the following additional Wisconsin cities are listed as having cart – based collection systems: Greenfield, Beloit, Brookfield, Wausau, New Berlin, Fond du Lac, Wauwatosa, La Crosse, West Allis, Janesville, Waukesha, Racine, Green Bay, and Madison.<sup>10</sup>

**Table 6  
Summary of Cost – Benefit Analysis**

	OPTION #1	OPTION #2	OPTION #3
Proposed System Title	Maintain Current System	New Fully Automated Side Loaders (ASL)	Contract
First Year Truck Capital Costs:	\$445,600	\$235,714	
First Year Cart Costs:		\$405,040	\$405,040
Monthly cost of carts per household		\$1.97	\$1.97
"Total Personal Services"	\$645,961	\$484,470.75	
Truck Operating Costs:	\$273,994	\$236,995.50	
Subtotal from above (no garbage/recycling tipping fees)	\$1,365,555	\$1,362,220	
First year cost per household per month	\$6.65	\$6.64	
<b>ASSUMED MONTHLY CONTRACT COLLECTION PRICE PER HOUSEHOLD</b>			<b>\$6</b>
First year contract collection cost			\$1,231,704
Garbage Disposal Price per Ton (2018)	\$33.05	\$33.05	\$33.05
First year garbage disposal cost	\$372,588	\$372,588	\$372,588
Monthly garbage disposal cost per household	\$1.81	\$1.81	\$1.81
Recyclables Disposal Price per Ton (2018)	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATING COST (First Year)</b>	<b>\$1,738,143</b>	<b>\$1,734,808</b>	<b>2,009,331</b>
Monthly total operating cost per household	\$8.50	\$8.45	\$9.80

<sup>10</sup> Wisconsin Garbage Collection Study (unpublished data), as provided by City staff.

## **Summary of Advantages and Disadvantages**

The City has a mature and well-functioning garbage and recycling collection system. However, opportunities for greater efficiencies, employee safety, improved customer experience (ease of use, aesthetics) and increased recycling rates are available through equipment, operational and program/policy changes.

Option 2 and Option 3 assume a conversion to an automated collection system using trucks equipped with robotic arms and standardized carts for residential garbage and recycling instead of the current manual collection methods (Option 1).

## **Advantages of ASL Systems**

There are various costs and benefits associated with a potential change to ASL trucks and carts for residential solid waste collections, which include the following.

**Figure 4**  
**Example of Automated Side Load Trucks**



## **Worker Health, Safety and Job Satisfaction**

Multiple independent studies have indicated sanitation worker health and safety is significantly improved with automated collection, especially when compared with full manual collection operations such as is used with the City's current residential system. This improved safety is due to significantly reduced lifting and the ability to serve most households from inside the truck cab using the ASL controls, avoiding the hazards of getting in and out of the truck which exposes employees to traffic and varying weather conditions.

Automated systems are generally operated with one crew member and do not need a second crew member to serve as the helper. A second crew member may have additional safety risks of being outside of the truck when it is being operated.<sup>11</sup> The amount of

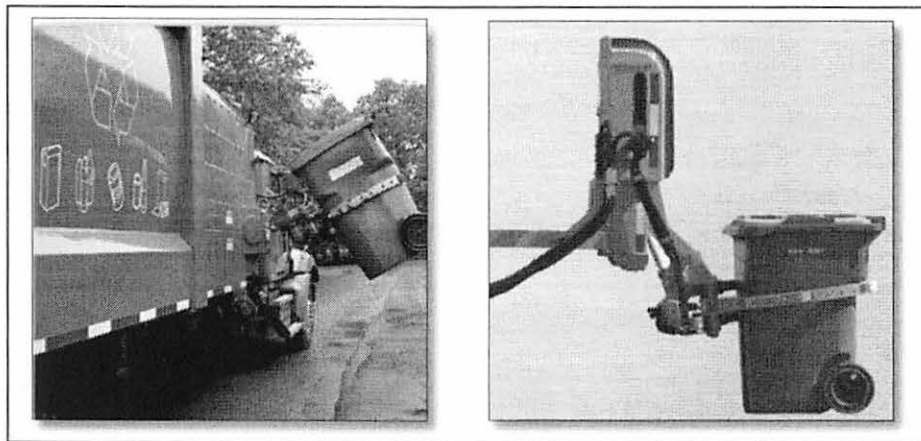
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<sup>11</sup> National Institute for Occupational Safety and Health (NIOSH), Publication 97-110, "Preventing Worker Injuries and Deaths from Moving Refuse Collection Vehicles":  
<https://www.cdc.gov/niosh/docs/97-110/pdfs/97-110sum.pdf>

exposure to hazards (e.g., sharps) is dramatically reduced with automated systems. There are typically direct savings in reduced accidents, injuries and lost time. ASL drivers report much higher job satisfaction and positive employee engagement due to working in the climate-controlled environment of their cab instead of having to get out at each stop.

ASL trucks do however require a higher level of operator training and certification compared to manual-loading trucks due to the more sophisticated robotics. Maintenance is also more complex. The purchase of ASL trucks would require an investment in the City's workforce.

**Figure 5**  
**Example of Automated Side Load Lifting Arms**



### **Route Productivity**

Route productivity (measured as “stops per hour”) typically increases with automated collection systems. The time for an automated truck to pick up, tip and set down a cart is on average much less than the time it takes for a crew member to get out of the cab, lift the bags (or other receptacles) of materials into the truck hopper, occasionally cycle the packer ram blade from outside the truck, and then get back into the cab. The time in-between stops would be the same between an automated system and the current manual system.

### **Resident Convenience Due to Standardized Carts**

When provided with standardized, wheeled, lidded carts, residents typically comment on the added convenience, improved safety, added capacity and privacy. The wheels on the carts make moving materials to the collection location easier for residents with less lifting and carrying of multiple receptacles.

**Figure 6**  
**Example of Standardized Cart**



Source: [http://tools.recyclingpartnership.org/wp-content/uploads/2017/03/recycling\\_carts\\_guide.pdf](http://tools.recyclingpartnership.org/wp-content/uploads/2017/03/recycling_carts_guide.pdf)

Under a potential new automated system, the City could offer two cart sizes. The standard “large” sized cart would be about ninety-five (95) gallons (nominal capacity). The standard “medium” sized cart would be about sixty-five (65) gallons (nominal capacity). Depending on the cart size, cart manufacturer, automated truck system, and City specifications the maximum weight in a medium or large cart could range from 200 to 300 pounds.

Under the potential new system, residents may still be required to bag their garbage and place the secured/tied bags inside their City-provided cart. This keeps the carts cleaner and helps further prevent blowing litter during the cart unloading operations particularly under windy conditions.

The current recycling blue bags and paper bundles are publicly visible and thus less secure. The lids on carts help prevent recyclables from getting wet. The cart design and construction with tight fitting, hinged lids generally provide added protection against rodents and other animals resulting in less fugitive litter and providing improved neighborhood aesthetics. For Option 2 and Option 3, Foth assumed the City would own the carts and residents would no longer need to purchase blue bags for recyclables.

**Figure 7**  
**Example of Set Out of Carts for Automated Service**

*(Stock Foth Photograph)*



Carts used in an automated system typically increase recycling participation and recovery. Other communities have typically experienced 10 to 30 percent increases in recyclables by switching from bins to carts. This increase was not accounted for in Foth's analysis due to the difficulty of predicting a specific outcome. Additionally, since the City is paying the costs associated with disposal of garbage and processing of recyclables in both Options 2 and 3, an increase in recycling and decrease in garbage would effectively change the per household costs equally for either option.

**Modernizing the City Fleet of Trucks**

Option 2 assumes the City's Streets & Sanitation Division would retire its existing fleet of trucks and convert to six new ASL trucks. The City would be able to take advantage of the opportunity to modernize its fleet, significantly reduce the average age of the trucks, and help reduce annual maintenance costs.

**Opportunities for Third Party Grants and Technical Assistance**

Converting to an automated system with standardized carts creates additional opportunities for third party grants and technical assistance. One source of technical assistance is The Recycling Partnership (TRP). TRP offers recycling cart grants, free technical assistance, public education tools and other resources for recycling program improvements such as upgrading to carts.<sup>12</sup>

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<sup>12</sup> The Recycling Partnership (TRP) web site: <https://recyclingpartnership.org/>

## **Disadvantages of Automated Systems**

Disadvantages of a potential new automated system includes: the capital and maintenance costs of the new ASL – equipped trucks, the costs of the carts, and the education needed for the change to a new standard of materials preparation and set-out instructions.

### **Higher Truck Capital and Maintenance Costs**

The average cost of purchasing an ASL-equipped truck is generally more expensive than standard rear-load packer trucks of the same size. This analysis uses a conservative budgeting estimate of \$275,000 per truck.

Vehicles with automated equipment generally require more maintenance due to the increased number and complexity of the mechanical parts. This analysis conservatively estimates 30 percent more maintenance per new ASL truck compared to current rear-load packer trucks.

For option 2, Foth recommends the City develop a regular ASL truck maintenance schedule and routine to help extend the life of the robotic arm and other truck components.

### **Higher Cart Capital and Maintenance Costs**

The purchase of standardized carts is an essential component of an automated system. These carts are conservatively estimated to cost \$57 each. Option 2 and Option 3 assumed the City would budget for a new cart replacement and maintenance program.

### **Storage of Carts**

Whenever a solid waste program converts to the use of standardized carts, whether for garbage or recycling, some residents are concerned there will be a lack of adequate storage space in their garage or alongside their house. This is a legitimate concern and the City may need to discuss potential policy and procedural options (e.g., different cart size choices, options for storage location restrictions, requirements that the cart not be left on the boulevard after collection, etc.)

### **Avoidance of Overhead Obstacles**

ASL drivers must be fully trained to avoid overhead obstacles (e.g., wires, tree branches, etc.) when operating the robotic arm. The Streets and Sanitation Division will need to evaluate the need to trim boulevard trees that obstruct safe operation of the trucks prior to the launch of the new ASL system evaluated (Option 2 or Option 3). The cost of tree trimming was not included in this analysis and is assumed to be the same for Option 2 and Option 3.

## **Municipal versus Contract Operations Risk Analysis**

Option 1 and Option 2 in this analysis both assume the City will own and operate the garbage and recycling collection system, regardless of the collection equipment. Option 3 assumes the same collection methods and the same equipment as Option 2 except that ownership of trucks and all operations are contracted to a private hauler.

This section of the analysis explores the relative risks and benefits of municipal versus contract collection operations. This risk analysis is a preliminary framework for further discussion and policy development. For example, if the City elects to contract its collection system, further planning is needed, including more detailed written collection service specifications. With Option 3, the City would need to utilize a request for proposal (RFP) or other standard procurement process.

### **Risks of Municipal Operations**

The following risks are an outline of potential disadvantages to continued municipal operations:

- ◆ Management demands continue and may increase.
- ◆ Operational requirements will likely increase as more material streams are added into the City's list of collection services (e.g., yard waste, bulky items, etc.).
- ◆ Taking advantage of changing collection technologies and other industry innovations require specialized knowledge about solid waste collection systems.
- ◆ Workers compensation insurance rates and injury claims for the City may increase.

Many of these risks identified above will be similar to the risks of private contract operations, but the risks and benefits may be shared differently.

For most of the risks of municipal operations above, mitigation strategies are available such as management training and systems planning. Also, continuing education and peer networking are additional means to anticipate changing industry trends.

### **Risks of Private Collection Contract Operations**

The underlying assumption for Option 3 is that both garbage and recycling collections would be contracted to a private hauler via RFP or similar procurement process. Option 3 also includes the assumption that the City would continue to do the billing and customer service. (e.g., residents call the City for service change requests).

For this analysis, Foth assumed the City's contract for garbage disposal and recyclables processing/marketing services would remain as a separate contract (essentially "as is" under the current system) for all three options. Option 3 assumes disposal and processing will continue to be a separate contract, and the City will purchase the carts.

The following risks are an outline of potential disadvantages to a change to contract collection operations:

- ◆ After contracting and within the term of the contract (e.g., five years), the service may need to change and the City may have a challenge getting a competitive price for a change order.
- ◆ There may be a lack of adequate competition if the City releases a RFP for contracted collection services. For example, only one company may respond.
- ◆ In the future, the City may not be able to readily get back into the collection operations if the City sells all of its garbage and recycling trucks and re-assigns or lays off its garbage and recycling crews. Combined with the risk, lack of competition, this may also mean that there is little “back up” plan if the contractor is unable to continue service for whatever reason.
- ◆ Coordination of contracted disposal service with contracted collection service is a City risk. (E.g., the transfer station contractor could require conditions that cause the City to pay for a change order for the contract hauler).
- ◆ The City’s management demands would change to contract oversight and compliance, hauler performance monitoring, and dealing with customer complaints about the hauler. For example, the contractor may fail to perform collection or customer service operations per the contract standards or customer expectations.
- ◆ The customer service may be adversely affected if there are changes to the contractor’s key management personnel or if the contractor sells to another firm.
- ◆ Operational requirements could still increase as more material streams are added into the list of collection services (e.g., yard waste, bulky items, etc.). This could become a procurement challenge to get competitive rates for expanded service during the term of a contract.
- ◆ Funding sources may change or become less reliable from a City cost perspective. A contract may not have adequate flexibility to change terms if the City needs to adjust to a new revenue reality. For example, less funding may require less service.

As noted, many of these risks identified above will be similar to the risks of municipal operations. In some cases, the collection contract may specify how these risks and management services will be shared between the City and the contractor. The relationship and close communication between City staff and the contractor will be a key strategy to a successful partnership and quality service to Sheboygan residents.

## **Findings and Conclusions**

### **Program Findings**

1. Prices per household per month including collection services, garbage disposal, recycling processing, and cart purchase, where applicable are \$8.50 for Option 1, \$8.45 for Option 2, and \$9.80 for Option 3.
2. This cost and benefit analysis used a simple cost analysis approach deemed appropriate for the current project. However, a more detailed analysis may be warranted including: a multi-year discounted cash flow analysis of these options; financing options and costs; review of non-Sanitation Division City costs impacted by the decision.
3. This analysis assumed no change for yard waste and bulky waste items collections. These and other non-curbside collected materials would continue to be managed and collected as per the current system without change.

### **Implementation of Automated Collection with ASL Trucks**

4. Option 2 of this cost analysis assumes the City would purchase six, new ASL trucks to service all residents' garbage and recycling needs using one collection driver per truck and one material type per truck (e.g., garbage or recycling). The ASL trucks should both be "standard" style bodies with single compartments.
5. The City should consider retiring and selling the existing trucks even though some useful life remains, to ensure a City wide transition happens at one time. No estimated value was assigned to these vehicles for Option 2.
6. To optimize the efficiency gains of the new ASL system, residential route collection should be revised.

### **Implementation of Automated Collection with Carts**

7. Along with the ASL trucks, standardized, garbage and recycling carts should be purchased and rolled-out to all residents in the City.
8. The City should contact The Recycling Partnership to explore a recycling cart grant and associated implementation technical assistance services.
9. The City could still require residents to contain the garbage in plastic garbage bags to reduce the potential for wind-blown litter during unloading and to keep the garbage carts more sanitary.

### **Implementation and Education**

10. For Option 2 and Option 3, the City would need to develop a detailed implementation plan for all elements of the new automated system including: truck purchase (Option 2); cart purchase; community engagement / public education; ordinance amendment; route optimization plans (Option 2); cart roll-out; etc. The comprehensive implementation plan would be outlined and scheduled to help coordinate the overall project.

11. There are many other communities that have made the conversion to ASL systems with carts that can be used as examples for campaign plans.
12. Once additional technical details are planned, implementation of the new system will require an ordinance amendment to provide the legal and enforcement structure needed to implement many of the new requirements (e.g., resident set out instructions; prohibited items; etc.).
13. Boulevard trees with overhanging branches may be obstacles to the automated robotic arm. Option 2 and Option 3 assume the Streets and Sanitation Division would inventory and trim these obstructing boulevard trees prior to the launch of the new automated system.

## **Appendices**

Appendix A: Survey Results and Comments

**Appendix A**  
**Survey Results and Comments**

**Appendix**  
**2017 and 2018 City of Sheboygan Community Survey:**  
**Results Excerpts Pertaining to Solid Waste and Recycling**

**2017 Community Survey**

**Q6 Please share with us any comments you wish to make.**  
*(Answered: 410; Skipped: 656)*

Reference #	Comments
31.	"As someone not originally from Sheboygan, I find it abhorrent that we throw our trash bags the side of the road. Not only is it an eye sore, it allows animals to get into the trash and litter the area. I despise the fact that we do not have garbage cans. Even worse, I think it's terrible that we are responsible for purchasing blue garbage bags for recycle, and they aren't in blue bags, the recyclable items are thrown away. This is one of my biggest issues with this city. It makes us look cheap. It makes us look like we're living in the 50's. I cannot believe that this is protocol. I don't care how much it costs to implement trucks that can pick up waste receptacles, it NEEDS to happen. We will turn off any young blood from coming to Sheboygan because literally EVERYWHERE else, people are using garbage and recycle cans.
49.	Stop trying to grow and tighten the belt on what we have. -Bring more attention to the downtown and lake front and less on the highway corridor that will naturally grow. -Nice streets = people wanting to buy a house on that nice street. Come down even harder on slumlords/landlords. A single rundown rental (the majority of rundown houses are rentals) will ruin an entire block of decent homes. -Eliminate the bus service (it's not cost effective and WAY under-utilized). You could give taxi tokens to every person that currently uses the buses (as many as they need) and the city would be further ahead dollar wise. Yes, the city would buy the tokens, but the net result would be incredibly fruitful. -We absolutely need to start using garbage cans at every residence. The number of rodents/seagulls ripping into garbage bags is mind boggling, and the aftermath is atrocious.
74.	1) Did not know we have a tv station 2) need to attract more businesses 3) need to add garbage cans like other cities use, this place is filthy on trash day from birds attacking garbage bags
93.	Please hire a garbage pickup company so we can use plastic containers. Putting garbage out in bags is unsightly and unsanitary. I would be willing to pay more for this service
143.	The roads are embarrassing. Garbage collection needs to be in automated pickup receptacles. The neighborhoods look bad on trash day
174.	The city needs to have residential trash containers for garbage and recycling

- like other cities instead of just having residents set garbage on curb. Garbage should be in trash containers
220. Garbage on street is disgusting and archaic. Need to go to container system like most of the communities around us use.
233. Can we get some garbage bins so the animals aren't dragging trash everywhere.
238. It's time for some tough decisions. Staffing fire trucks without enough people to perform all the necessary functions at a fire. Georgia Ave. was supposed to be done almost 25 years ago and PART of it is finally scheduled.
- Garbage pickup is a feast for the birds, time for bins and automated trucks or privatization. These are examples that are top of mind now, but there are lots of other things that need strong leadership to fix.
248. Cancel leaf pick up in Fall. Stop picking up garbage in black bags.
290. City needs trash cans for garbage. City of Sheboygan seems to be behind on this. Also, would like to see more available paths and places for families with dogs. I feel this is not a pet friendly community. Overall, an ok community to live. It's sad to see so many business go under or leave. Very disappointed to see another grocery store and a Sam's Club coming to the community.
332. With the amount of seagulls we have I think it would be wise to explore the city garbage and recycling cans. So many bags get ripped open by the birds. We need to seriously address the bigotry in this community! The number of deaths by overdose needs to be known. We can't shelter the community from those facts.
345. I would love to see the municipal garbage cans that can be used on the curb. The birds are terrible with tearing up the plastic bags. Some of the neighborhoods have way too many city trees. I don't feel safe walking down those streets because you can't even see the street lights through the trees.
355. Why not let people use roller trash containers like the town does? Why not allow dogs in parks with poop bags?
387. I think the garbage collection and environmental protection could be improved with city provided garbage and recycling bins instead of allowing loose bags of garbage and recycling.
405. I think the city is doing a good job protecting the natural environment. However, if the city moves forward with a fourth Kohler gold course in the Town of Wilson my opinion will change drastically. One of our favorite places to walk our dog is the horse park. It would be sad to see that land be partially used by another golf course we don't need! I would like to see more days available for curbside yard waste pick-up. We have small cars that makes it difficult for us to haul the waste. I also have very bad allergies which makes it difficult for us to burn the yard waste. Another improvement for proficiency, and beautification of the city would be everyone have the same garbage and recycling bin.

## 2018 Community Survey

**Q13 The city is reviewing its list of critical project and potential new initiatives for implementation in 2019 and 2020. Please share with us any project or initiatives that you would like the city to pursue in 2019 and 2020.**

*(Answered: 787; Skipped: 400)*

Reference #	Comments
107	garbage collection in bins instead of plastic bags
150	Garbage pick-up is a potential health hazard. Bags need to be in receptacles.
190	Something needs to be done about garbage and recycling. Most cities have the canisters out in the curb provided by the city. The garbage bags strewn about is really gross and very off putting.
201	Continue to repave streets. -Install more street lights. -More public trashcans in neighborhoods. - Privatize garbage/recycling collection so we can use cans. This would prevent loose trash being blown around in the wind and cats/raccoons/etc from getting into the bags overnight.
247	City provided garbage cans rather than the current system
333	FIX THE STREETS! PROVIDING A MEANS OF GETTING RID OF HOUSEHOLD JUNK EVEN A FEW TIMES A YEAR WOULD BE GREAT. USED TO HAVE A DROP OFF SITE FOR IT. COSTS AN ARM AND A LEG TO TAKE IT TO A PRIVATE SERVICE, CAN IMAGINE WHAT PEOPLES GARAGES AND BASEMENTS LOOK LIKE WITH UNWANTED ITEMS THAT COST SO MUCH TO GET RID OF. I EVEN SEE A LOT OF JUNK IN PEOPLES BACK YARDS. EVEN CHARGING A FAIR PRICE FOR THE SERVICE WOULD BE ACCEPTABLE.
359	garbage and recycle bins and trucks that pick them up - like other communities.
377	would like to see public works begin using curbside bins for garbage and recycling collection. I would also love to see sidewalks on my block of Main Avenue, and yes, I'd be ok paying my share.
551	I would like cleaner streets which means every household should put their trash in a bin provided by the city. Any damaged cans that needs to be replace should be the resident responsibility. This will keep streets clean and away from wild animals such as seagulls and/or small mammals.
604	- WSCS should be putting their content on YouTube vs. using an obscure player mode. Makes sharing content via social media more difficult. - Garbage pickup in bags looks bad. Shocked the community hasn't switched to using garbage bins as it also uses fewer staff to complete the task. Automate downtown parking meters (I'd happily pay more not to carry random change around) - Shocked there is a large call for a community center on the Armory. The YMCA which holds community programming, recreation, and teen center is two blocks from there. If you can save the building, save it. But don't hesitate to move on if the local group isn't up to the task.

III

5.10

Res. No. 65- 18 - 19. By Alderperson Wolf. August 6, 2018.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

WHEREAS, the Sheboygan Area School District desires to rent space at the Maywood Environmental Park for classroom use by Warriner High School; and

WHEREAS, such a rental is the type of education program the City envisioned when partnering with the Elwood H. May Environmental Park Association of Sheboygan County, Inc. to provide for a director at Maywood; and

WHEREAS, this agreement provides for the rental and sets forth the various responsibilities related to the rental.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement in form substantially similar to the attached.

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

**LEASE AGREEMENT**

**BETWEEN:**

**City of Sheboygan**

**("CITY")**

**Elwood H. May Environmental Park Association of Sheboygan County, Inc.**

**("MPA")**

**AND**

**Sheboygan Area School District (SASD)**

**( "SASD" )**

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

**Leased Property**

1. CITY agrees to lease classroom space to SASD, specifically the Environmental Lab, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

**Term**

5. The term of the Lease commences at 8:00 a.m. on September 17, 2018 and ends at 3:00 p.m. on June 14, 2019.

**Rent**

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,111.11 per month (the "Rent").

7. SASD will pay the Rent by check on or before the 1<sup>st</sup> of each and every month of the term of this Lease. Payment shall be made to MPA by the Maywood Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

## Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

## Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

## Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

## Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

## Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.

15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

### **Amendment of Lease**

16. This Lease may only be amended or modified by a written document executed by the Parties.

### **Assignment of Lease**

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

### **Additional Clauses**

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

### **Damage to Property**

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

### **Maintenance**

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.

25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

### Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

### Rules and Regulations

31. SASD will obey all rules of Maywood regarding the Property.

### Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
  - a. Name: Sheboygan Area School District
  - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
  - a. Name: Elwood H. May Environmental Park Association of Sheboygan County, Inc.
  - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
  - c. Phone: 920/459-3906

### General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.

36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this \_\_\_\_ day of August, 2018.

**City of Sheboygan**

**Elwood H. May Environmental Park Assoc.**

\_\_\_\_\_  
Michael J. Vandersteen, Mayor

\_\_\_\_\_  
David Kuckuk, Director

\_\_\_\_\_  
Meredith De Bruin, City Clerk

**Sheboygan Area School District**

\_\_\_\_\_  
Seth Harvantine, Superintendent

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution authorizing the appropriate City officials to execute a lease agreement between the City of Sheboygan, the Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

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

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**REPORT DATE:** August 7, 2018

**MEETING DATE:** August 14, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:** The Sheboygan Area School District leased classroom space in the Maywood Ecology Center during the 2017 – 2018 school season from the City of Sheboygan and the Elwood H. May Environmental Park Association of Sheboygan County. The lease agreement was beneficial to all parties and they are requesting to enter into another lease for the 2018 – 2019 school season.

**STAFF COMMENTS:** The new agreement has been reviewed and updated by the City Attorney, Chuck Adams. I agree that this is an acceptable educational program to be held at the Maywood Environmental Park.

**ACTION REQUESTED:** Motion to approve Res. No. 65-18-19 A resolution authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

**ATTACHMENTS:**

- I. Res. No. 65-18-19
- II. Lease Agreement

III

Res. No. 66 - 18 - 19. By Alderperson Wolf. August 6, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement for a 12 foot underground easement Wisconsin Public Service Corporation easement at the South Right of Way line of Erie Avenue of the above described Lot 3 Parcel Identification Number 59281216519.

RESOLVED: That the appropriate City Officials are authorized to enter into an agreement with Wisconsin Public Service Corporation for a 12 foot underground easement at the South Right of Way line of Erie Avenue of the above described Lot 3 Parcel Identification Number 59281216519.

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

35317

DOCUMENT NUMBER

GAS EASEMENT / CORPORATION

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **City of Sheboygan, Wisconsin**, a municipal Corporation ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 3 of Certified Survey Map, Recorded in the Sheboygan County Register of Deeds Volume 27 of Certified Survey Maps, Page 215, Document 2024388, being part of the Northeast Quarter of the Southwest Quarter of the (NE1/4-SW1/4) of Section 21, Township 15 North, Range 23 East, **Town of Sheboygan, County of Sheboygan, State of Wisconsin**, more particularly described as follows:

*A 12 foot wide easement strip, described as the Northerly 12 feet abutting the South Right of Way line of Erie Avenue of the above described Lot 3.*

See the attached Exhibit "A".

**1. Purpose: GAS**

The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

**2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

**3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

**4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

Return to:  
Wisconsin Public Service Corp.  
Real Estate Dept.  
P.O. Box 19001  
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)  
**59281216519,**

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[Remainder of page is left intentionally blank]

WITNESS the hand and seal of the Grantor the day and year first above written.

**City of Sheboygan, Wisconsin**

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF \_\_\_\_\_ )

)SS

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named \_\_\_\_\_

**City of Sheboygan**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

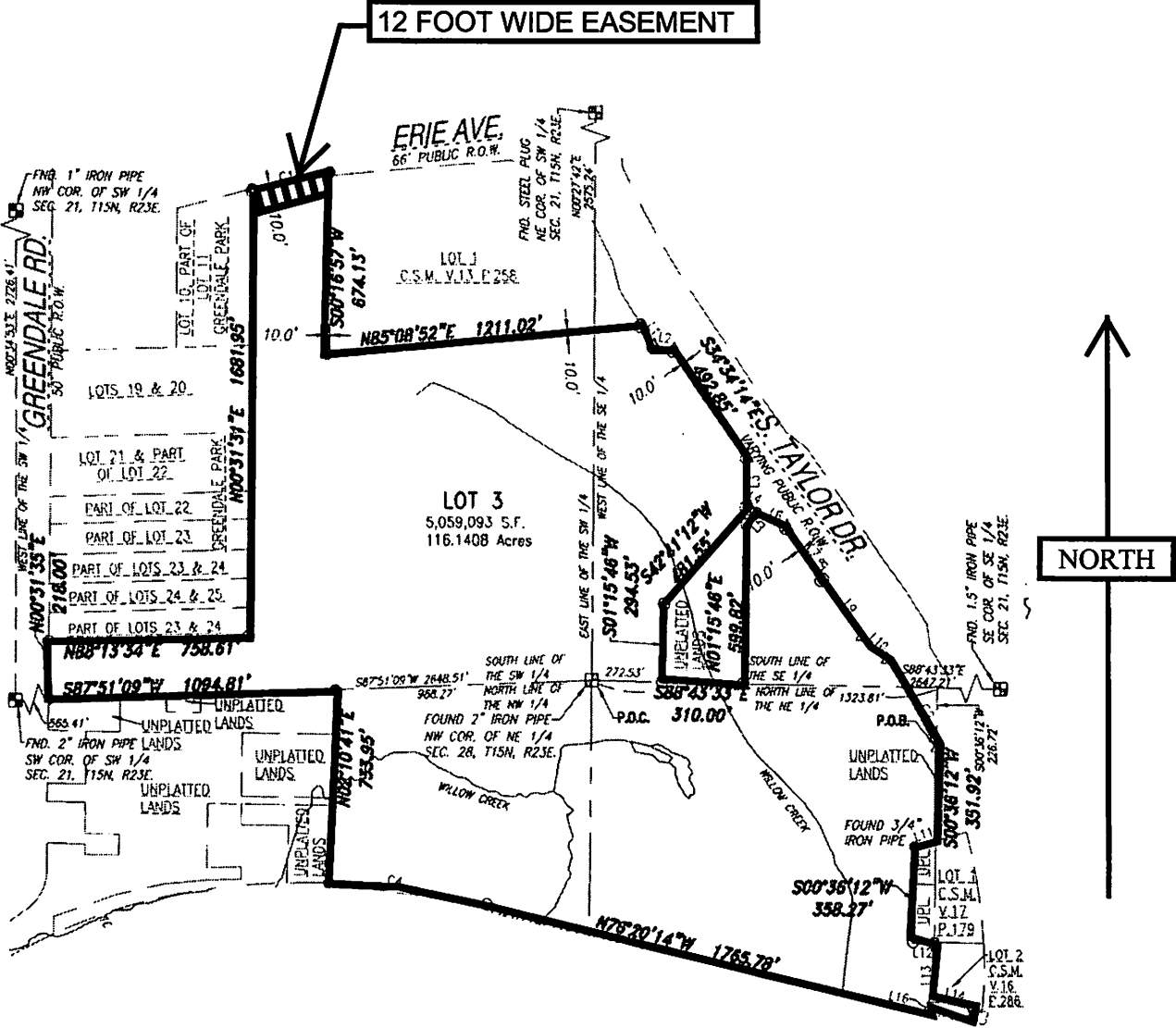
Sign Name \_\_\_\_\_  
Print Name \_\_\_\_\_

Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

This instrument drafted by: Michelle Somers  
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
March 1, 2018	Sheboygan	Town of Sheboygan	Erie Ave	59281216519
Real Estate No.	WPSC District	WR#	WR Type	IFRIS
202443	050 Sheboygan	2580511	GP Gas Project	Gas Systems-Non Flat Rate

**EXHIBIT "A"**  
**NOT TO SCALE**  
**FOR REFERENCE ONLY**



**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing the appropriate City Officials to enter into an agreement for a 12 foot underground easement with Wisconsin Public Service Corporation at the South Right of Way line of Erie Avenue of the above described Lot 3 Parcel Identification Number 59281216519.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** August 9, 2018

**MEETING DATE:** August 14, 2018

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**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

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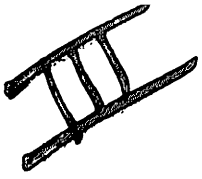
**BACKGROUND / ANALYSIS:** Wisconsin Public Service Corporation has requested an easement at the South Right of Way line of Erie Avenue Lot 3 Identification Number 59281216519 to update the gas infrastructure system in the City of Sheboygan.

**STAFF COMMENTS:** The Department of Public Works reviewed this proposal has no issue with this request.

**ACTION REQUESTED:** Motion to approve Res. No. 66-18-19 A resolution authorizing the appropriate City Officials to enter into an agreement for a 12 foot underground easement with Wisconsin Public Service Corporation at the South Right of Way line of Erie Avenue of the above described Lot 3 Parcel Identification Number 59281216519.

**ATTACHMENTS:**

- I. Res. No. 66-18-19
- II. Proposed Easement



5.12

Res. No. 67 - 18 - 19. By Alderperson Wolf. August 6, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement for an eight foot underground Wisconsin Public Service Corporation easement at Part of Lot 5 of Block 29 Ordinal Plat Parcel Identification Number 59281100081.

RESOLVED: That the appropriate City Officials are authorized to enter into an agreement with Wisconsin Public Service Corporation for an eight foot easement at Part of Lot 5 of Block 29 Ordinal Plat Parcel Identification Number 59281100081.

*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

35313

DOCUMENT NUMBER

GAS EASEMENT / CORPORATION

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **City of Sheboygan, Wisconsin** a Municipal Corporation ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 5 of Block 29 Original Plat, City of Sheboygan, County of Sheboygan, State of Wisconsin, more particularly described as follows:

*An 8 foot wide easement strip, described as the Northerly 8 feet of the above described parcel.*

See the attached Exhibit "A".

**1. Purpose: GAS**

The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

**2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

**3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

**4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

**5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however,

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Real Estate Dept.  
P.O. Box 19001  
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)  
**5928110081**

does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[Remainder of page is left intentionally blank]

WITNESS the hand and seal of the Grantor the day and year first above written.

**City of Sheboygan**

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named \_\_\_\_\_

**City of Sheboygan**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

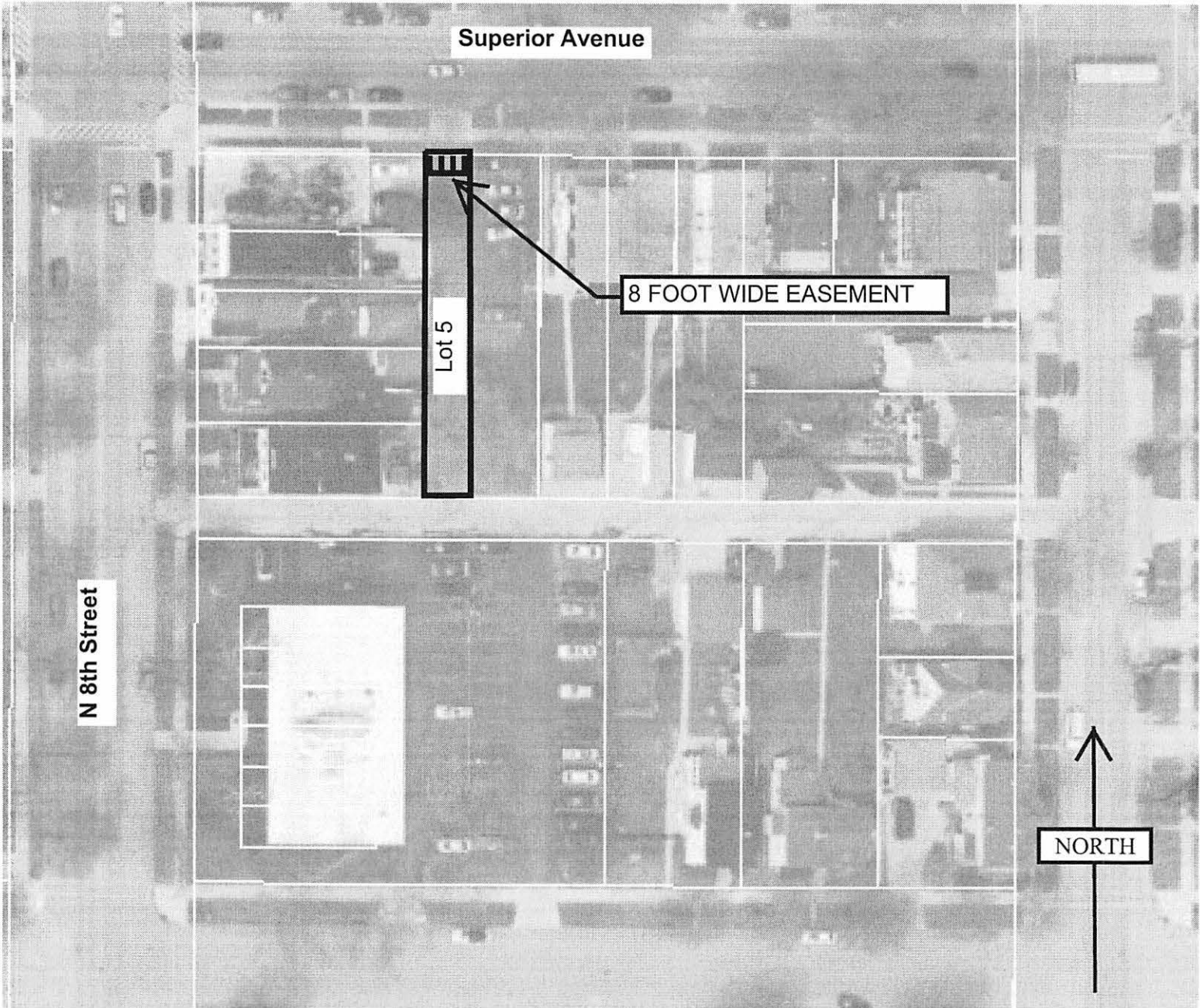
Sign Name \_\_\_\_\_  
Print Name \_\_\_\_\_

Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

This instrument drafted by: Michelle Somers  
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
March 2, 2018	Sheboygan	City of Sheboygan	Superior Ave	59281100081
Real Estate No.	WPSC District	WR#	WR Type	IFRIS
35313	050 Sheboygan	2549442	GP Gas Project	Gas Systems-Non Flat Rate

**EXHIBIT "A"**  
NOT TO SCALE  
FOR REFERENCE ONLY



**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** A resolution authorizing the appropriate City Officials to enter into an agreement for an 8 foot underground easement with Wisconsin Public Service Corporation at Part of Lot 5 of Block 29 Original Plat Parcel Identification Number 59281100081.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** August 9, 2018

**MEETING DATE:** August 14, 2018

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**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

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**BACKGROUND / ANALYSIS:** Wisconsin Public Service Corporation has requested an easement at Part of Lot 5 of Block 529 Original Plat Parcel Identification Number 59281100081 to update the gas infrastructure system in the City of Sheboygan.

**STAFF COMMENTS:** The Department of Public Works reviewed this proposal has no issue with this request.

**ACTION REQUESTED:** Motion to approve Res. No. 67-18-19 A resolution authorizing the appropriate City Officials to enter into an agreement for an 8 foot underground easement with Wisconsin Public Service Corporation at Part of Lot 5 of Block 29 Original Plat Parcel Identification Number 59281100081.

**ATTACHMENTS:**

- I. Res. No. 67-18-19
- II. Proposed Easement

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Amend the City’s Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and improve efficiency in clearing streets all winter, given a reduction in personnel and changes in procedures.

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**REPORT PREPARED BY:** Jason Blasiola, Superintendent of Streets and Sanitation

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**REPORT DATE:** November 8, 2017

**MEETING DATE:** August 14, 2018

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**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

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**BACKGROUND / ANALYSIS:** Due to the lack of declaring snow emergencies, Mayor Vandersteen has asked the Department of Public Works to review the current Snow Emergency Ordinance. The Mayor believes that if the current ordinance is not needed then it should be updated or eliminated. The Department of Public Works completed an analysis of the current Snow Emergency Ordinance that examined the current snow plowing operations, past snow plowing operations, and practices of peer municipalities.

**STAFF COMMENTS:** The Department of Public Works conducted research of peer municipality’s snow emergency ordinances and reviewed the City of Sheboygan Department of Public Work’s current snow removal operation. DPW staff met with multiple neighborhood associations and held three public forums to get citizen feedback. The Public Works Committee decided to hold the motion to amend the current ordinance. DPW staff would like to present the proposed changes to the snow emergency ordinance to the newly appointed Public Works Committee members and work together to develop changes that will help improve the snow removal process. The following changes are being proposed: change the winter season parking restriction ending date from April 1 to April 30, change the start time of Alternate Side Parking from 2:00 a.m. to 12:00 a.m. and replace the parking restrictions on non-designated Snow Emergency Routes with the Alternate Side Parking rules.

**ACTION REQUESTED:** Motion to approve G.O. No. 25-17-18 AN ORDINANCE amending the City’s Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures. Due to an error the wrong document was sent to the Common Council on August 6, 2018.

**ATTACHMENTS:**

- I. R.C. No. 80-18-19
- II. R.C. No. 331-17-18
- III. Subs. Of G.O. No. 25-17-18
- IV. Snow Emergency Analysis
- V. Snow Poll from Nextdoor

## **City of Sheboygan Snow Emergency Summary and Analysis**

### **Overview**

Due to the lack of declaring snow emergencies, Mayor Vandersteen has asked the Department of Public Works to consider the formation of a Sheboygan Snow Emergency Ordinance Review Task Group. The Mayor believes that if the current ordinance is not needed then it should be eliminated. The current alternate side of the street parking ordinance lacks the ability to tow improperly parked vehicles to enforce. In addition, the alternate side of the street parking ordinance does not allow an option to suspend winter parking restrictions when a period of unseasonably warm weather is experienced in Sheboygan, as was the case in 2016.

Mayor Vandersteen further suggests that the Snow Emergency Ordinance Review Task Group consider establishing two zones in Sheboygan for winter parking restrictions. One zone located to the North, West, and South of the central City core where properties have garages and driveways to accommodate off-street overnight parking. In this zone, a No Overnight Parking restriction would be in effect during the winter season. The zone in the central City would continue to use the alternate side of the street parking. This structure would allow more flexibility for the plowing crews to stage their snow plowing operations during winter snow storms.

The mission of the task group will be to:

- Study current snow plowing operations
- Investigate the practices of other municipalities
- Formulate a report with the recommendations on the necessary changes to the City's Snow Emergency Ordinance

### **Current Snow Plowing Operations**

The City of Sheboygan has the ability to declare a snow emergency when weather conditions warrant. The Department of Public Works (DPW) has not called a snow emergency since December of 2008. A variety of factors that have influenced the DPW's decision not to utilize the current snow emergency rules include:

- Reductions in personnel
- Decrease in equipment
- Efficiencies made with existing equipment
- Improved snow emergency routing
- Resistance to ticketing and towing
- The introduction of winter parking rules
- Winter weather conditions

**As defined by Merriam-Webster an Emergency is:**

1. An unforeseen combination of circumstances or the resulting state that calls for immediate action

2. An urgent need for assistance or relief

The current rules of the snow emergency ordinance do not support the need for immediate action as defined. This is especially true by not requiring residents to move their vehicles during the hours of 12:00 midnight and 7:00 a.m. The current City of Sheboygan Snow Emergency Ordinance is written as a convenience for the residents and not for the benefit of the Department of Public Works or the entire needs of the community.

Snow emergencies are declared by the Office of the Mayor in conjunction with the Director of Public Works and coordinated with the Sheboygan Police Department. Public Notice is given via local radio, DPW phones and is posted through Charter Communications on the “local on the 8’s” portion of the Weather Channel’s broadcasts.

Typically, snow emergencies have been declared when snowfall totals reach eight inches or during long protracted snow events.

The current City ordinance prohibits parking of vehicles on designated snow emergency routes, boulevards, cul-de-sacs and dead-end streets until the snow emergency has been canceled. On all other City streets, parking is permitted on the even sides of the street, (North & West sides), when the snow emergency is declared to start on an even-numbered day. When a snow emergency is declared on an odd-numbered day, parking shall be permitted on the odd sides of the street (South & East sides).

After one side of the street has been plowed, vehicles shall be moved within one-hour after such plowing so that the other side may be properly plowed.

No vehicles that are legally parked in accordance with this ordinance shall have to be moved between the hours 12:00 midnight and 7:00 a.m.



The City also has winter parking rules that are in effect from December 1 through April 1 between the hours of 2:00 a.m. and 6:00 a.m. Vehicles must alternate sides for overnight parking. On odd-numbered days, between the hours of 2:00 a.m. and 6:00 a.m. vehicles shall only be parked on that side of the street having odd-numbered street addresses (East and South sides). On even-numbered days, between the hours of 2:00 a.m. and 6:00 a.m. vehicles shall only be parked on that side of the street having even-numbered street addresses (North and West sides). Streets posted with ‘No Parking’ restrictions shall remain in effect and therefore are NOT under alternate side parking rules.

**Existing Snow Emergency Operations**

Whenever a snow emergency is declared the DPW will dispatch two plow trucks to each of the 16 emergency zones for a total of 32 plow trucks. These zones consist of main thoroughfares and roads that service local hospitals, fire stations, and the police station. (See Attachment 1)

After the 16 emergency routes are plowed, the trucks are dispatched to the 26 neighborhood zones. In addition, there are four end loader tractor routes or “dead-ends” and two one-ton plow trucks that are dispatched to plow the dead ends and cul-de-sacs. The neighborhood zones are then plowed continually, alternating sides in accordance with the snow emergency rules until such time as the event was cleaned up. (See Attachment 2)

**Challenges and Limitations Implementing a Snow Emergency Operation**

<b>Equipment Summary Comparison</b>		
	<b>2008</b>	<b>2017</b>
<b>Number of Drivers</b>	60	36
<b>Number of Tractor Operators</b>	6	4
<b>Number of Plow Salt Trucks</b>	17	16
<b>Number of Plow Trucks</b>	13	0
<b>Number of Tractors</b>	7	4
<b>Number of Pickup/One-Ton Trucks</b>	8	8

The DPW’s current call list has 36 viable drivers, compared to the 2008-2009 call lists which had 60 viable drivers. In order to staff the snow emergency there are 32 employees required to which means all of the department’s available drivers would be working the same shift. As a result, the department would then need all the drivers to work the entire duration of the snow emergency. Often times these events last between 24 and 36 hours. For safety reasons, the DPW limits drivers to a 16-hour shift. The combination of these factors would make it difficult to staff a snow emergency.



Salt and plow trucks have been installed with additional plows to help make up for the reduction in equipment. Four tri-axle trucks have been outfitted with double wing plows. This allows for one truck to cover the same amount of ground as two trucks with one wing plow. Wing plow trucks do have some limitations. Double wings are harder to maneuver in traffic and around parked cars. On narrow streets, the wing is often lifted so that the truck can safely make its way through the road.



In order to complete the department's mission of clearing the roadways of snow, the DPW currently uses 12 routes to plow the entire city. The current routes are also divided into priority routes and neighborhood routes. (See Attachment 4 and 5) The 16 emergency routes and 26 neighborhood routes were combined to establish the current 12 truck plow routes. The current routes are three times larger than the routes used for snow emergencies.

For example, there is a seven and a half mile difference between the snow emergency neighborhood route 11A (See Attachment 6) with the current snow plow route seven's neighborhood streets. (See Attachment 7) The increase in mileage along with the current snow emergency rules would make it difficult for the citizens of Sheboygan and the DPW. Current rules require citizens to park on the odd or even side of the road based on the day. Citizens are then given an hour to move their vehicle. In the past, a plow truck driver could return relatively soon to clear the opposite side of the street. With the increased sizing of the routes, it could be hours before the driver returned to clear the other side of the street. Timing would also be very important when calling a snow emergency using the current rules.

## Route Comparison

	2008 Neighborhood Route 11A	2017 Plow & Salt Route 7 Neighborhood Route
Number of Miles	4.08	11.57

Current snow emergency rules do not require citizens to move their vehicles that are legally parked during the hours of 12:00 midnight and 7:00 a.m. This rule would make it difficult to declare a snow emergency anytime after 4:00 p.m. When the department had access to more personal and equipment trucks would be able to operate continuously through the neighborhoods.

At current staffing levels, the department would have to wait until the end of the storm and clean up the neighborhoods once. It is the department's belief that the citizens and elected officials would not be satisfied waiting for their neighborhood street to be cleared of snow. Again, the current writing of this ordinance does not convey the true need of an emergency.

Another unpleasant reality of declaring a snow emergency is a requirement to ticket and tow vehicles that are illegally parked. The DPW would request the Sheboygan Police Department to dedicate personnel to ticket and tow illegally parked vehicles. Clearing the emergency routes, dead ends and cul-de-sacs of illegally parked cars would not be too difficult. Ticketing and towing cars in the neighborhoods that have not moved within the time frame between the hours between 7:00 a.m. and 12:00 midnight would require coordination and dedicated police personnel to work with the DPW. Ticketing and towing illegally parked cars will require the support of elected officials.



## Previous Declared Snow Emergencies and the Introduction of Winter Parking Rules

The last snow emergency that was declared by the City of Sheboygan was in December of 2008. Listed below is the number of declared snow events dating back to the 1996 -1997 snow season.

Declared Snow Events			
Snow Season	Number of Snow Emergencies	Salting Operations	Total Snowfall Inches
96-97	8	23	68.0
97-98	5	19	39.0
98-99	3	18	55.0
99-00	4	21	36.5
00-01	5	24	66.5
01-02	2	14	37.5
02-03	0	29	29.8
03-04	2	19	46.5
04-05	2	19	51.0
05-06	1	21	37.8
06-07	2	16	46.0
07-08	3	30	91.0
08-09	2	27	82.0

In 2000, the City of Sheboygan introduced winter parking rules. Citizens were required to abide by alternate side parking. The DPW cited the following advantages to implementing winter parking rules:

- Alternate side parking prevents hard pack snow that eventually turns to ice versus one side parking.
- Winter parking rules allow for both sides of the street to be cleared of snow without calling a snow emergency.
- Assists in identifying abandoned cars.

As evident from the chart above the number of declared snow emergencies has decreased since the winter parking rules were introduced in 2000. The winter parking rules have met its original goal of reducing the number of declared snow emergencies. For example, in the 1996 – 1997 snow season there were eight declared snow emergencies for a total of 68 inches of snow. In comparison to the 2007 – 2008 season had three declared snow emergencies for a total of 91 inches of snow. It is also important to note that cars that are park in accordance with alternate side parking may have snow plowed towards their car.

In 2004, the DPW proposed two changes to the winter parking rules. The first proposed rule change requested that the start time for winter parking begin at 12:00 midnight instead of 2:00 a.m. The second rule change proposed that beginning November 1 through May 1 that there shall be no parking permitted on any city street during the hours of 12:00 midnight and 6:00 a.m. Both proposed rule changes were rejected by the Common Council.

The DPW again would request that the winter parking begin at 12:00 midnight. This change will allow for an additional two hours for departmental drives remove snow from one side of the street. During a typical snow operation there is a scheduled shift change at 11:30 pm. This would allow for the drives to head to their routes and to clean the streets. Currently, drivers often have to double back to the beginning of their route to clean up areas that they previously plowed prior to 2:00 am.

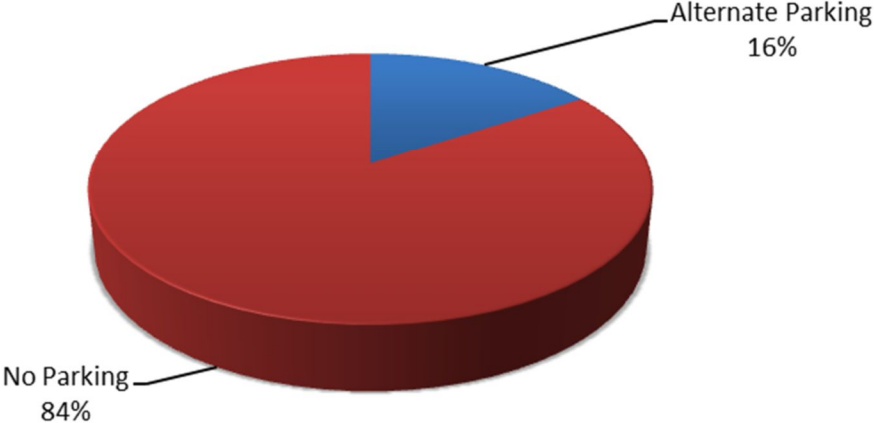
### **Comparable Municipalities Winter Parking and Snow Emergency Rules**

The DPW staff researched the winter parking and snow emergency rules for the 20 most populated cities within the state of Wisconsin, excluding the City of Milwaukee. Staff found that 84 percent of the surveyed communities prohibited parking on city streets and 16 percent required alternate side parking during a snow emergency. The majority of the surveyed municipalities have some type of year-round parking regulations.

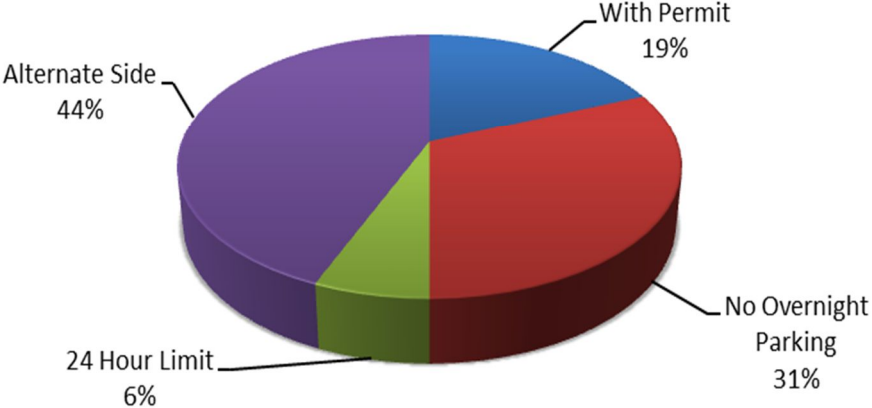
- During a declared snow emergency 84 percent of surveyed communities prohibit parking and 16 percent require alternate side parking
- 30 percent of surveyed communities have winter parking restrictions: alternate side parking (25 percent) and no parking (5 percent)
- 70 percent of surveyed communities have yearlong parking restrictions: alternate side parking (44 percent), no overnight parking (31 percent), permit required parking (19 percent) and 24 hour limit parking (6 percent).



# Snow Emergency Parking



# Year Round Parking



As evident from the data listed above, most peer municipalities prohibit parking on city streets during a snow emergency. The most common rationale cited for the parking restriction is to enable the Department of Public Works to safely and effectively remove snow from the roadways.

## Department of Public Works Findings and Recommendations

The DPW believes that current rules governing a declared snow emergency are outdated based on current staffing and equipment. The DPW recommends these alternatives to the current snow emergency ordinance:

1. The Director Public Works is authorized to declare a Snow Emergency prohibiting parking on any City street during a snow emergency.
2. The Director of Public Works is authorized to declare a Snow Emergency prohibiting parking of vehicles on designated snow emergency routes, boulevards, cul-de-sacs and dead-end streets until the snow emergency has been canceled. Residents living within an established no parking zone (located to the North, West, and South of the Central City) shall be prohibited to parking on city streets during the duration of the called snow emergency. All other residents shall abide the winter parking rules. Failure to follow the alternate side parking rules can result in ticketing and towing of illegally parked vehicles.
3. The Director of Public Works is authorized to declare a Snow Emergency prohibiting parking of vehicles on designated snow emergency routes, boulevards, cul-de-sacs and dead-end streets until the snow emergency has been canceled. All other residents shall abide the winter parking rules. Failure to follow the alternate side parking rules can result in ticketing and towing of illegally parked vehicles.



## Summary

The DPW agrees with Mayor Vandersteen and there does need to be a change to the snow emergency ordinance. It is DPW's opinion the current version of the ordinance does not meet the definition of an emergency. In a true emergency situation, there will be some inconveniences for the citizens. It is evident in the research, that City of Sheboygan's peer municipalities put an emphasis on public safety versus resident convenience by prohibiting parking on city streets during a snow emergency. Therefore, it is the Department of Public Works belief that our snow emergency ordinance should be consistent with top 20 cities within the State of Wisconsin and prohibit parking on all city streets during a declared snow emergency.

The Department of Public Works also believes that establishing a no parking zone located to the North, West, and South of the Central City along with prohibiting parking on designated snow emergency routes, boulevards, cul-de-sacs and dead-end streets is an improvement over the current snow emergency ordinance. However, it is the department's belief that the zoned parking restrictions would be ineffective if ticketing and towing is not added to the alternate side parking rules.

Lastly, at a minimum, the current snow emergency ordinance should eliminate the provision requiring citizens to move their vehicle within an hour of the plow clearing the opposite of the street and should be replaced with the winter parking rules. The DPW does see a benefit of keeping the restricted parking on designated snow emergency routes, boulevards, cul-de-sacs and dead-end streets as it is currently written in the ordinance.



Subs. of Gen. Ord. No. 25 - 17 - 18. By Alderperson Wolf. August 20, 2018.

AN ORDINANCE amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures.

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

Section 1. Section 42-104 of the Municipal Code entitled "Emergency powers; parking restrictions during snow emergency" is hereby repealed and recreated in subsection (b) thereof so as to read as follows:

"Sec. 42-104. *Emergency powers; parking restrictions during snow emergency.*

(a) The emergency powers of the council or mayor conferred under this article include the general authority to order whatever is necessary and expedient for the health, safety, welfare and good order of the city in such emergency and shall include, without limitation because of enumeration, the power to designate any public street, thoroughfare or vehicle parking areas closed to motor vehicles and pedestrian traffic, notwithstanding any provisions of W.S.A., chs. 341 to 349 or other provisions of law.

(b) Whenever the powers conferred in this article are exercised because of a heavy snowstorm or blizzard, the following parking restrictions shall be in effect:

- (1) All no parking restrictions relating to parking on one side of the street only shall be suspended on all streets during a snow emergency.
- (2) When a snow emergency exists, parking on streets of the city shall be permitted on the even-numbered side of the street, that is, west and north sides, on even days of the month, and on the odd-numbered side of the street, that is, east and south sides, on the odd days of the month; provided other parking regulations as to place, other than the suspension of the one-side-parking-only provisions as provided in subsection (b)(1) of this section, or time are not violated thereby.
- (3) Parking of vehicles on designated snow emergency routes, boulevards, cul-de-sacs and dead-end streets is completely prohibited during the period of a snow emergency until plowing of both sides of the snow emergency routes,

boulevards, cul-de-sacs and dead-end streets has been completed."

Section 2. Section 118-241 of the Municipal Code entitled "Definitions" is hereby repealed and recreated thereof so as to read as follows:

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

*Vehicle* means every device in, upon or by which any person or property is or may be transported or drawn upon a street or highway.

*Winter season* means the period from December 1 through April 30 of the next calendar year."

Section 3. Section 118-242 of the Municipal Code entitled "No parking areas; exceptions for snow emergencies" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 118-242. *No parking areas; exceptions for snow emergencies.*

- (a) During the winter season, between the hours of 12:00 midnight and 6:00 a.m., no owner or operator of any vehicle shall park or permit the vehicle to be parked:
  - (1) On the even-numbered sides of the street (west and north sides) on odd-numbered days of the month, except that parking shall be permitted on the even-numbered side when the odd-numbered side is posted no parking.
  - (2) On the odd-numbered sides of the street (east and south sides) on even-numbered days of the month, except that parking shall be permitted on the odd-numbered side when the even-numbered is posted no parking.
- (b) Notwithstanding subsection (a) of this section, all posted no parking restrictions shall remain in effect. Additionally, the restrictions in subsection (a) shall not apply to vehicles legally parked in the parkway where such parking is clearly indicated by official traffic signs, markers or parking meters. The term "parkway" as used in this subsection shall mean that portion of street right-of-way located between the street curb and sidewalk.

(c) Whenever the common council or mayor or acting mayor proclaims a snow emergency in accordance with section 42-104, the parking restrictions enumerated therein shall supersede this section and be in effect. Immediately upon termination of the snow emergency, the winter season parking restrictions shall become effective."

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

---

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



VII

6.14

R. C. No. 331 - 17 - 18. By PUBLIC WORKS COMMITTEE. April 16, 2018.

Your Committee to whom was referred Gen. Ord. No. 25-17-18 by Alderperson Wolf amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures; recommends to refer to Public Works Committee of the new council.

Public Works  
2018-2019  
5.29.18 HLO  
approve 7.24.18.

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

Committee

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

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

Approved \_\_\_\_\_, Mayor

X

8.3

Gen. Ord. No. 25 - 17 - 18. By Alderperson Wolf. November 6, 2017.

AN ORDINANCE amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures.

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

Section 1. Section 42-104 of the Municipal Code entitled "Emergency powers; parking restrictions during snow emergency" is hereby repealed and recreated in subsection (b) thereof so as to read as follows:

"Sec. 42-104. *Emergency powers; parking restrictions during snow emergency.*

. . .

(b) Whenever the powers conferred in this article are exercised because of a heavy snowstorm or blizzard, parking of vehicles on all city streets is completely prohibited during the period of the snow emergency."

Section 2. Section 118-242 of the Municipal Code entitled "No parking areas; exceptions for snow emergencies" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 118-242. *No parking areas; exceptions for snow emergencies.*

(a) During the winter season, between the hours of 12:00 midnight and 6:00 a.m., no owner or operator of any vehicle shall park or permit the vehicle to be parked:

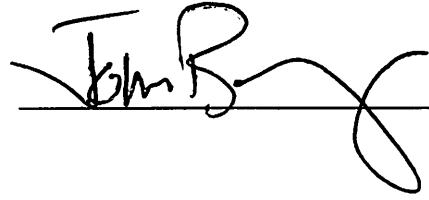
(1) On the even-numbered sides of the street (west and north sides) on odd-numbered days of the month, except that parking shall be permitted on the even-numbered side when the odd-numbered side is posted no parking.

(2) On the odd-numbered sides of the street (east and south sides) on even-numbered days of the month, except that parking shall be permitted on the odd-numbered side when the even-numbered is posted no parking.

. . ."

~~Public Works~~  
refer to Public Works  
2018-2019.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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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

**Tentative posting date: Monday, July 2, 2018**

**Question Title:**

Winter Parking & Snow Emergency Poll – Part 1

**Poll Description:**

Staff from the Department of Public Works has held town hall meetings and visited neighborhood associations to engage with citizens regarding the winter parking rules. As a result, the following changes are being proposed to improve snow removal operations.

- Winter Parking Rules are currently in effect December 1 to April 1; the proposed change is for it to be December 1 to April 30.
- Alternate side of the street parking is currently from 2:00 am to 6:00 am; the proposed change is for it to be from 12:00 midnight to 6:00 am.
- The current snow emergency ordinance requires that after one side of the street has been plowed, vehicles shall be moved within one-hour; vehicles that are legally parked don't have to be moved between the hours 12:00 midnight and 7:00 am. The proposed change is to remove this and replace it with the Winter Parking Rules.

View all existing winter parking rules: [www.sheboyganwi.gov/winterparking](http://www.sheboyganwi.gov/winterparking)

Please participate in the following poll which is one in a series of polls to help the Public Works Committee formulate a recommendation.

QUESTION: Do you feel that the DPW effectively manages snow removal without calling a snow emergency? (Note that a snow emergency hasn't been called since 2008.)

**Answer Choices:**

- Yes, snow removal is being managed effectively.
- No, snow emergencies should be utilized to enable effective snow removal.

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**Tentative posting date: Tuesday, July 3, 2018**

**Question Title:**

Winter Parking & Snow Emergency Poll – Part 2

**Poll Description:**

Staff from the Department of Public Works has held town hall meetings and visited neighborhood associations to engage with citizens regarding the winter parking rules. As a result, the following changes are being proposed to improve snow removal operations.

- Winter Parking Rules are currently in effect December 1 to April 1; the proposed change is for it to be December 1 to April 30.
- Alternate side of the street parking is currently from 2:00 am to 6:00 am; the proposed change is for it to be from 12:00 midnight to 6:00 am.
- The current snow emergency ordinance requires that after one side of the street has been plowed, vehicles shall be moved within one-hour; vehicles that are legally parked don't have to be moved between the hours 12:00 midnight and 7:00 am. The proposed change is to remove

the requirement that vehicles must be moved within one hour after the street is plowed and replace it with the alternate side of the street parking similar to the Winter Parking Rules. All other provisions of the Snow Emergency Ordinance would stay in place.

View all existing winter parking rules: [www.sheboyganwi.gov/winterparking](http://www.sheboyganwi.gov/winterparking)

Please participate in the following poll which is the second in a series of polls to help the Public Works Committee formulate a recommendation.

QUESTION: Do you feel that vehicles parked on the City streets make it difficult for plowing operations?

**Answer Choices:**

- Yes, this is a significant problem that needs to be addressed.
- Somewhat, but this a minor issue.
- No, this is not a problem.

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**Tentative posting date: Thursday, July 5, 2018**

**Question Title:**

Winter Parking & Snow Emergency Poll – Part 3

**Poll Description:**

Staff from the Department of Public Works has held town hall meetings and visited neighborhood associations to engage with citizens regarding the winter parking rules. As a result, the following changes are being proposed to improve snow removal operations.

- Winter Parking Rules are currently in effect December 1 to April 1; the proposed change is for it to be December 1 to April 30.
- Alternate side of the street parking is currently from 2:00 am to 6:00 am; the proposed change is for it to be from 12:00 midnight to 6:00 am.
- The current snow emergency ordinance requires that after one side of the street has been plowed, vehicles shall be moved within one-hour; vehicles that are legally parked don't have to be moved between the hours 12:00 midnight and 7:00 am. The proposed change is to remove the requirement that vehicles must be moved within one hour after the street is plowed and replace it with the alternate side of the street parking similar to the Winter Parking Rules. All other provisions of the Snow Emergency Ordinance would stay in place.

View all existing winter parking rules: [www.sheboyganwi.gov/winterparking](http://www.sheboyganwi.gov/winterparking)

Please participate in the following poll which is the third in a series of polls to help the Public Works Committee formulate a recommendation.

QUESTION: Do you feel that it is reasonable to be required to move a vehicle parked on the City streets during a 24-hour time period during the winter season November 1 to April 30?

**Answer Choices:**

- Yes, moving vehicles enables the plows to access all areas of the streets.
- No, there shouldn't be winter parking restrictions.

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**Tentative posting date: Friday, July 6, 2018**

**Question Title:**

Winter Parking & Snow Emergency Poll – Part 4

**Poll Description:**

Staff from the Department of Public Works has held town hall meetings and visited neighborhood associations to engage with citizens regarding the winter parking rules. As a result, the following changes are being proposed to improve snow removal operations.

- Winter Parking Rules are currently in effect December 1 to April 1; the proposed change is for it to be December 1 to April 30.
- Alternate side of the street parking is currently from 2:00 am to 6:00 am; the proposed change is for it to be from 12:00 midnight to 6:00 am.
- The current snow emergency ordinance requires that after one side of the street has been plowed, vehicles shall be moved within one-hour; vehicles that are legally parked don't have to be moved between the hours 12:00 midnight and 7:00 am. The proposed change is to remove the requirement that vehicles must be moved within one hour after the street is plowed and replace it with the alternate side of the street parking similar to the Winter Parking Rules. All other provisions of the Snow Emergency Ordinance would stay in place.

View all existing winter parking rules: [www.sheboyganwi.gov/winterparking](http://www.sheboyganwi.gov/winterparking)

Please participate in the following poll which is the fourth in a series of polls to help the Public Works Committee formulate a recommendation.

QUESTION: Do you feel that it is reasonable to prohibit parking on all streets during a snow emergency?

**Answer Choices:**

- Yes, there shouldn't be any vehicles parked on streets during a snow emergency.
- Somewhat, only streets with "Snow emergency route" signs should prohibit parking during a snow emergency.
- No, there shouldn't be parking restrictions during snow emergencies.

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Discussion and possible action on the two placemaking art projects on North 8<sup>th</sup> Street on city-owned property.

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**REPORT PREPARED BY:** Chad Pelishek, Director of Planning and Development

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**REPORT DATE:** August 8, 2018

**MEETING DATE:** August 14, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:**

The Department of the Planning and Development, along with our partners, continues to leverage the arts by adding public art in the right-of-ways of North 8<sup>th</sup> Street. The department is requesting approval to construct the following projects:

1. Threading a Dream: 3D Mural consisting of overlapping layers which will be hand painted as part the John Michael Kohler Arts Center Connecting Communities program on the backside of the library adjacent to New York Avenue. Quasius Construction will be erecting the framework for the art piece and the artist will be installing the 3D mural. The Mead Library supports the project. Similar to the other art projects completed with JMKAC, they are prepared to handle any maintenance that may arise from this project.

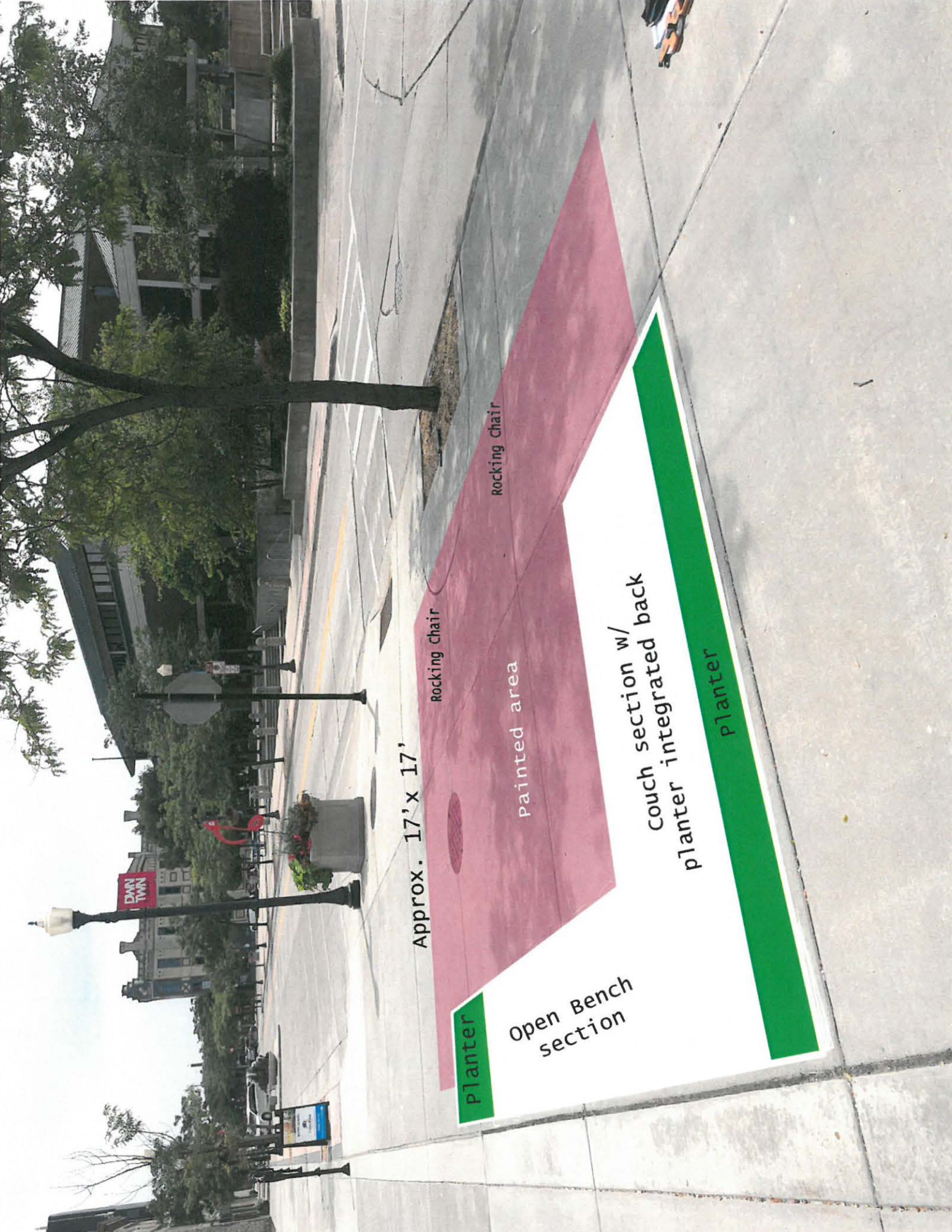
2. Living Room Art Project: This project will be located at the intersection of the North 8<sup>th</sup> Street and Wisconsin Avenue. The project is being completed in partnership with Active8 (former SOUP) and will consist of a painted "living room carpet" by a local artist on the concrete and living room style furniture either constructed from wood and/or concrete by Quasius Construction. The project will encourage the positive exchange of conversation on the street similar to the situation that a living room accomplishes. Active8 understands that the concrete will probably need to be touched up each year and is prepared to complete this, as well as the furniture may have to be stored and has made arrangements downtown for this to happen.

**ACTION REQUESTED:**

Motion to approve the two placemaking projects and allowing city staff to continue to work with the partners to complete the projects.

**ATTACHMENTS:**

- I. Proposed drawings for the Threading a Dream project.
- II. Proposed drawings for the Living Room Art project.



Approx. 17' x 17'

Rocking Chair

Rocking Chair

Painted area

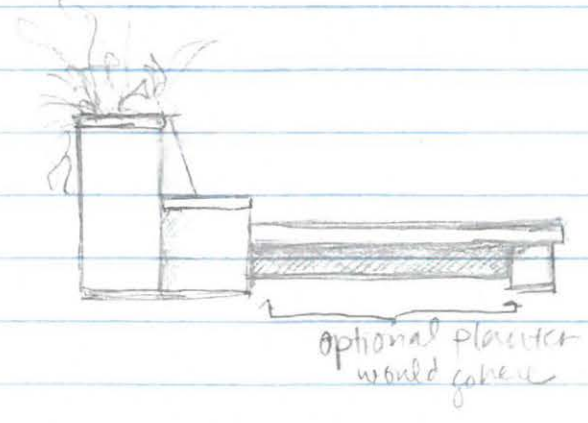
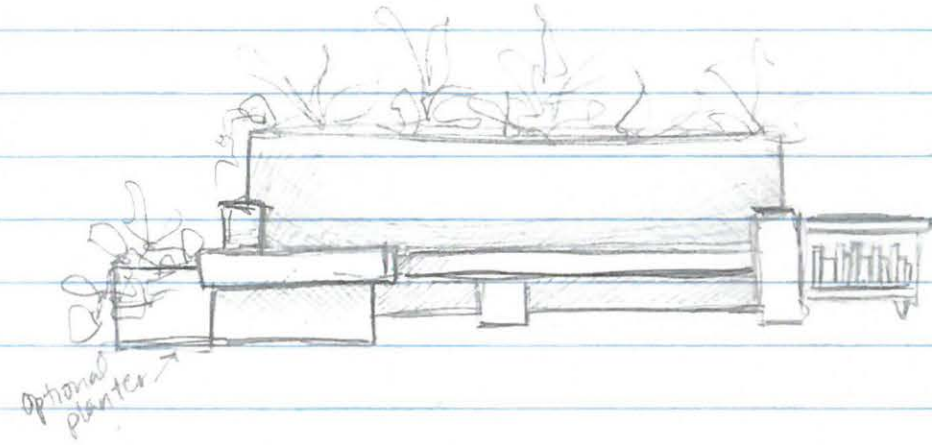
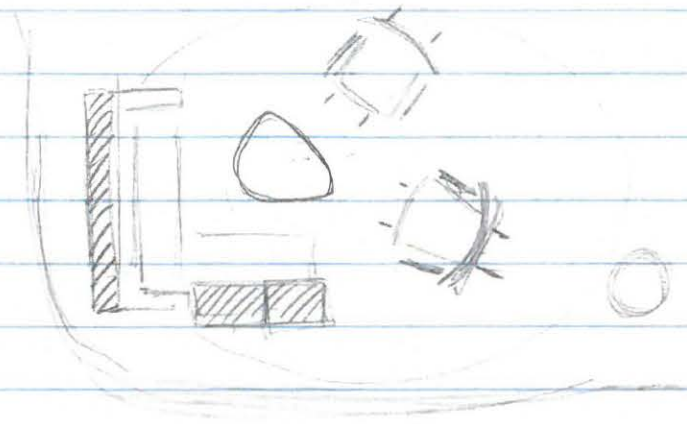
Planter

Open Bench section

Couch section w/  
planter integrated back

Planter

# Living Room Concept



Threading a Dream  
Nancy Saleme & Patricia Cazorla in the Public Space proposal  
Connecting Communities John Michael Arts Center and City of Sheboygan

*Description*

We are going to create a 3D mural consisting of overlapping layers of weather resistant MDF, carefully cut by a CNC router, and hand-painted. The project will include special lighting that will give a glowing and floating effect to the overall installation.

Materials include are MDF panels, LED lights, metal pins or metal structure.

*Connecting Communities*

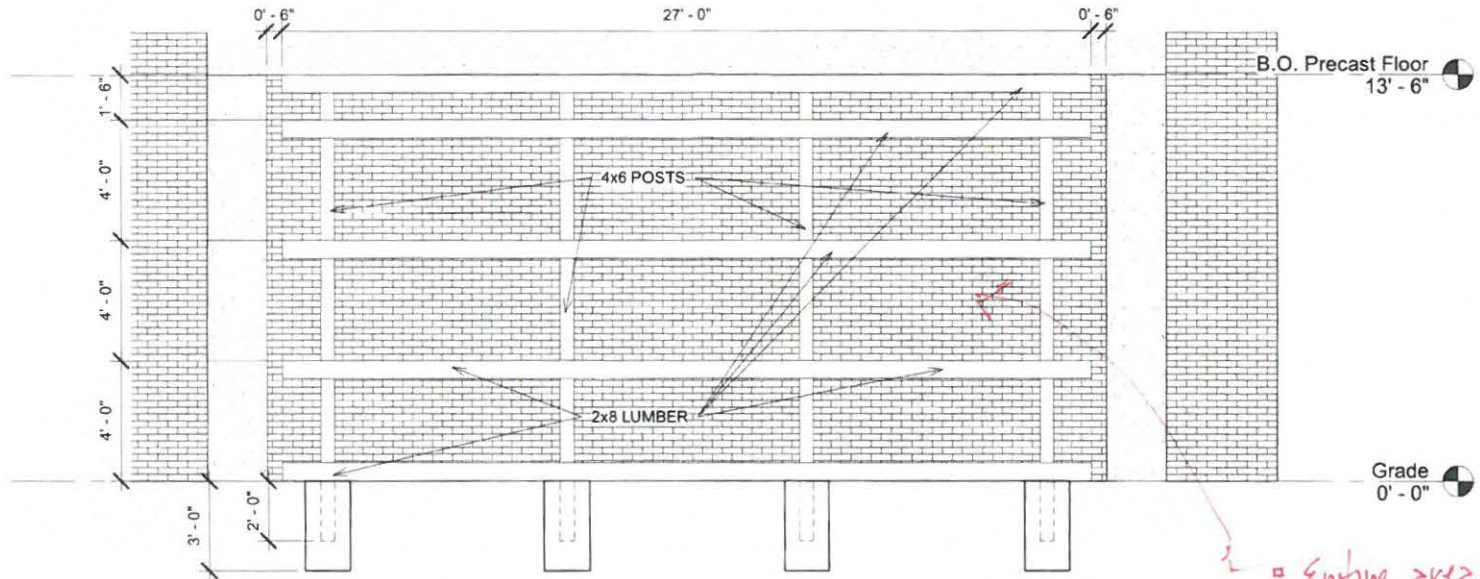
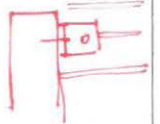
During the week of our visit, we were able to perceive the extraordinary energy that the city has. We would like to celebrate Sheboygan's community by revealing their warmth, integration, and respect. Ultimately, the project will create a unique portrait of Sheboygan with a message of hope and new beginnings for all.

*Ideas*

1. Social media campaign for words
2. Positive message



\* = Waiting for approval to clip the top of each 4x6. Fastener would go into a mortar joint



Entire area would be covered with 3/4" MDO Board (20'x13'-6")

① South  
1/4" = 1'-0"

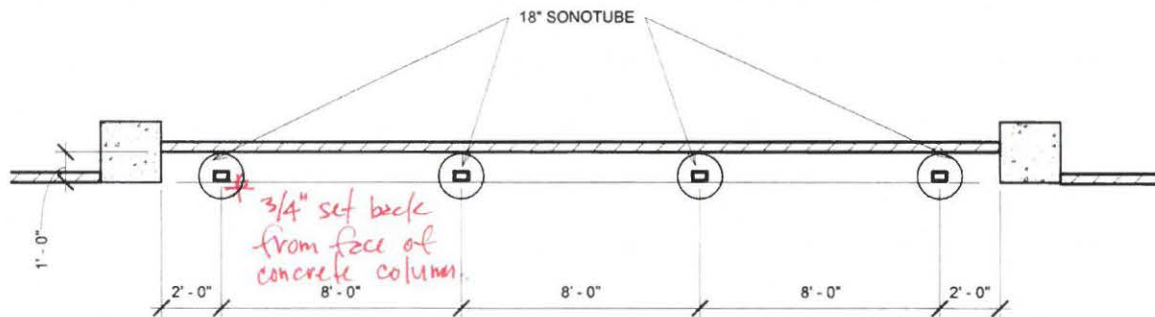


JMKAC  
Library Art Installation

South Elevation  
Project number SPD  
Date 7/30/2018  
Drawn by SL  
Checked by SW

Notes & Revisions

A2  
Scale 1/4" = 1'-0"



① Level 1  
1/4" = 1'-0"



JMKAC  
Library Art Installation

Floor Plan

Project number SPD  
Date 7/30/2018  
Drawn by Author  
Checked by Checker

Notes & Revisions

A1

Scale 1/4" = 1'-0"



**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 3 - 18 - 19. By Alderpersons Wolf and Sorenson. May 1, 2018.

A RESOLUTION authorizing executing an Operating Agreement between the City of Sheboygan and Power Pubs, LLC regarding an authentic German Beer Garden concession in a specific area of Kiwanis Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Operating Agreement between the City of Sheboygan and Power Pubs, LLC, in form substantially similar to the attached.

*Public Works  
Hold 5-1-18*

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

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

**OPERATING AGREEMENT BETWEEN:  
CITY OF SHEBOYGAN  
and  
POWER PUBS, LLC**

This Operating Agreement ("Agreement") is made and entered into effective this \_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between the CITY OF SHEBOYGAN ("the City"), a municipal corporation, and Power Pubs, LLC ("Vendor"), a Wisconsin Limited Liability Company. Referenced together, the City and the Vendor are the parties ("Parties") to this Agreement.

**WITNESSETH:**

**WHEREAS**, the City is the owner of Kiwanis Park, located on Kiwanis Park Road in the City of Sheboygan, Sheboygan County, State of Wisconsin; and

**WHEREAS**, the City desires to contract with Vendor to establish and operate an authentic German biergarten concession in a specific area of Kiwanis Park in an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for its citizens, and increase traffic in an under-utilized portion of the park; and,

**WHEREAS**, biergartens are defined for the purposes of this Agreement as vendor locations selling alcoholic beverages in glassware; and,

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**WHEREAS**, the City was approached by a third party expressing an interest to establish such a concession and in response publically issued a Request For Proposals for same in an effort to make sure that all parties having an interest are given an opportunity to submit a proposal and;

**WHEREAS**, Vendor has submitted a formal response to the City's request for proposals, and following review of said response, the City has determined that Vendor's proposal is in the best interest of the general public and the city of Sheboygan and,

**WHEREAS**, Vendor's proposal, was accepted by the City, and confirmed by the Public Works Committee, subject to the execution of this Operating Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Vendor to use Area #8 of Sheboygan Kiwanis Park (the "Premises") to establish and operate an authentic German biergarten concession.
2. **Grant and Description of Premises.** City does hereby grant to Vendor permission and the exclusive right to establish and operate the concession in and occupy Area 8 of Kiwanis Park (including the main shelter and restroom, the Jaycee Pavilion, and the concession stand building) upon the terms and conditions set forth in this Agreement. Included in said permission is a grant to the Vendor of the exclusive right to operate a biergarten for retail sale to the public in Kiwanis Park.
3. **Scope of Services.** In entering into this Agreement, Vendor agrees to the following terms and conditions regarding the services being offered by Vendor at the Premises:
  - A. **Services to be provided.** Vendor shall provide, establish, and provide complete operations for a seasonal authentic German biergarten concession, including (but

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not limited to) the availability of (i) at least one authentic German beer at all times, (ii) at least one domestic beer, and (iii) soft drinks.

- B. Additional offerings. Vendor shall provide and offer for sale a light food menu. This menu shall include pretzels and snacks, and may also, but is not obligated to, include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan.
- C. Season. Except as specifically provided in this Agreement, Vendor shall provide these services at least six hours per day between 10:00 a.m. and 10:00 p.m. (weather permitting) and five days per week beginning no later than June 1 and ending no later than October 15, subject to the provisions of subparagraph 3.P. The precise hours are to be determined by Vendor in Vendor's sole discretion, but shall in no case include hours between 10:00 p.m. and 10:00 a.m. During October, the services need only be provided on the weekend. Vendor is not required to provide these services on Independence Day.
- D. Limitations. Vendor shall not engage in any other service or activity at the Premises without the prior written agreement of the City, (including, i.e., leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the Default provisions of Section 27 of this Agreement. This paragraph shall not prevent the Vendor from leasing all or a portion of the Premises to organizations who have rented the remainder of Kiwanis Park for City-recognized Festivals, so long as in so doing the Vendor complies with all legal requirements related to its liquor licenses.
- E. Permits and Licenses. Vendor agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Vendor's business, and comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Vendor's business, including provide proper notification pursuant to §10-177(c), Sheboygan Municipal Code, to the Police Department at the beginning and end of each season and all other times when the premises are to be open or closed to underage persons. Vendor agrees to obtain all inspections and permits by the Sheboygan County Health Department, Fire Department or any other governmental agency that are required to allow Vendor to operate the biergarten and provide the services authorized under this Agreement. Vendor shall provide the City with proof of such compliance upon written request from the City. Failure to comply with this provision shall be a default under this Agreement.
- F. Equipment. The City shall provide a lockable maintenance storage area in the main shelter, rest rooms and other features associated with the main shelter, including access to water and electrical service. Vendor shall provide all other equipment necessary to operate the facility, including, but not limited to, all furnishings, safety equipment, food preparation and serving equipment concessions, refrigerators, freezers, microwaves, cash registers, dishes, glassware, cleaning supplies, soap, and toilet paper and hand towels. Vendor may place an additional means of storage on the property in a location approved by the Parks Superintendent, or his/her designee. Vendor may, solely at Vendor's expense, install a security system in the Shelter or other structures on the Premises. Vendor may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Vendor shall provide the Parks Superintendent, or designee, with a current list of all of the Vendor's equipment at the Premises. All personal property, fixtures and equipment installed by Vendor shall remain the property of Vendor.
- G. Utilities. The City shall supply water, electricity, sewer and trash removal/recycling services in the same manner as currently provided at the premises, and will not

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~~reduce the scope of said services, in amounts sufficient for Vendor to operate the biergarten and provide the services as called for in this Agreement. Vendor shall pay the sum of \$600 per month to the City for all such utilities and trash/recycling haul away. This amount shall be due to the City of Sheboygan, on a monthly basis and prorated as necessary, by the 5th of each month. Failure to pay this amount by the due date will result in a late penalty of \$50. Failure to pay this amount in full, plus any accrued penalties, by the 15th of each month will constitute a default under Section 27 of this Agreement. Vendor shall only be responsible for utilities during the months that services are being offered by Vendor at the Premises. Vendor agrees that it shall collect trash and recycling from separate garbage and recycling bins and take it to City dumpsters within Kiwanis Park. Vendor shall at no time commingle trash and recycling. The City shall haul trash and recycling from City dumpsters.~~

- H. Product. All items offered for sale by Vendor, including, but not limited to, food, alcoholic beverages, non-alcoholic beverages, snacks, and confections, shall be approved by the Parks Superintendent, or his/her designee whose consent shall not be unreasonably withheld, conditioned or delayed. Failure to grant or deny approval of such items within five (5) business days after Vendor's submission of such items, such items shall be deemed approved. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the City of Sheboygan.
- I. Equipment Safety. Vendor shall maintain all equipment, including safety equipment (fire extinguishers, first aid kits etc.), in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.
- J. Storage. Vendor may store equipment necessary to provide the services set forth in Subsection A above as indicated on Attachment A and consistent with Subsection E above. Vendor shall not store any items, on the Premises from November 1 through May 15 of each year except with express permission from the City, and in any event, may only do so consistent with Subsection E above.
- K. Maintenance, by Vendor. Except for the City's obligation to maintain and repair the Premises as set forth in subparagraph 3.T., below, Vendor shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Vendor shall keep the river frontage area free of debris. Every day during Vendor's operations, the Vendor shall also be responsible for opening, closing and cleaning the restrooms at the Premises, including providing, installing, and refilling paper products, and soap, and other restroom supplies, and maintaining the restrooms in a clean and sanitary condition. Vendor agrees that should the City's Parks Division determine that the maintenance requirements of this Subsection are not being met, the Parks Division shall provide written notice to Vendor of such failure and allow Vendor five (5) days within which to cure such deficiency, and failing same, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Vendor, payable within thirty (30) days of the issuance of the invoice, or as a deduction from the Vendor's security deposit.
- L. Alterations to Premises. Except as otherwise provided in this Agreement, no modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the written permission of the Parks Superintendent, or his/her designee which approval shall not be unreasonably withheld, conditioned or delayed. Any and all alterations shall comply with local building codes and ordinances.

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Comment [AC1]: Rejected change proposed by Powers and reverted to original language.

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- M. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the City of Sheboygan Building Inspection Dept. Vendor shall post a readily observable sign at the Premises stating Vendor's name, and contact information as set forth below in Section 11, and a notice that Vendor and Vendor's activities are not affiliated with, nor in any way endorsed by the City.
- N. Fencing. The Parties agree that fencing shall be installed separating the biergarten from the road and the other portions of Kiwanis Park, sufficient to clearly delineate the licensed premises, and to deter people from entering the biergarten at locations other than the delineated entrances. As soon as practicable, 100 linear feet of permanent wooden post fencing shall be installed by the City separating the biergarten from the road. Vendor shall pay a percentage of the cost of said installation to be calculated as equivalent to the percentage of the anticipated life of the fence represented by the remaining length of this Agreement. For example, if the remaining length of the Agreement is 5 years and the anticipated fence life is 50 years, the Vendor would fund 5/50 or 10% of the fence cost. Fencing shall match existing fencing at the site. It is anticipated that any additional fencing installed during any extensions or renewal of the contract shall reflect the same percentage of cost. Temporary fencing shall be installed by the City at its cost - in any areas not yet reached by permanent fencing.
- O. Blackout dates: Vendor shall not operate on the following dates ("Blackout Dates"), so as to avoid conflict/competition with long standing festivals in the park:

The third weekend (Saturday & Sunday) in July (Hmong Festival)  
The first weekend (Friday-Saturday) in August (Jaycee Bratwurst Days)

Notwithstanding the above, Vendor may enter into an agreement with the organizers of the above festivals granting permission for Vendor to operate on the Blackout Dates. Said agreement shall be in writing, and a copy of same shall be placed on file with the City no less than 14 days prior to the Blackout Dates. Under no circumstance shall Vendor operate on these dates without a written agreement allowing for same between the concessionaire and the organizers of the affected festivals. The City is responsible for all trash collection and restroom cleaning and maintenance within Area 8 during the Blackout Dates, but only if Vendor conducts no operations during said Blackout Dates.

- P. Closing Date. Vendor may continue to operate at the Premises after October 15, but no later than permitted by the Park Division's building winterization schedule.
- Q. Surrender of Premises. Upon the expiration or earlier termination of this Agreement under Section 27, but no later than permitted by the Park Division's building winterization schedule. Vendor agrees to (i) vacate and surrender the portions of the Premises allocated to it by this Agreement, (ii) remove all personal property therefrom, and (iii) deliver possession of the same to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of normal wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Vendor. Any damages to the Premises caused by Vendor beyond normal and expected wear and tear shall be the responsibility of Vendor. If these damages are not repaired by Vendor before surrender of the Premises to the City, the City shall cause the repairs to be made and deduct the cost thereof from the security deposit. -Any balance still owing by Vendor after deduction from the security deposit shall be due within thirty (30) days of the City's invoice to Vendor. All improvements, equipment and other property of

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the City on the Premises shall remain the property of the City after the expiration or earlier termination of this Agreement. No fixtures, whether or not purchased by Vendor, shall be removed without the permission of the City. An inventory of City property and equipment will be performed within one week after the Effective Date and prior to May 1 of each year during the term of this Agreement prior to Vendor's opening for the season of that year. Any property of Vendor remaining on the Premises thirty (30) days after surrender of the building will become the property of the City.

Comment [AC2]: The removal of this sentence proposed by Powers was rejected.

R. Security Deposit. Vendor shall pay to the City a security deposit in the amount of \$3,000 prior to occupying the Premises. Upon the surrender of the Premises, and after inspection by the City, which shall be conducted within ten (10) days after the expiration of this Agreement or earlier as may be agreed upon by the parties, the security deposit will promptly be refunded to Vendor, less any deductions for damage and other assessable costs under this Agreement. In cases where the damage and other assessable costs are greater than \$3,000, the City shall keep the entire security deposit and Vendor shall pay to the City the remaining balance within 30 days of the invoice from the City.

S. Payment. For the use of the Premises and the right to provide the services set forth above therein, and utility costs imposed under Subsection G above, as well as the security deposit under subsection Q above, Vendor agrees to pay the City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax) (the "City Fee"). Vendor shall make estimated payments in fourths due no later than July 1, August 15, and October 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than December 1 of each year.

Comment [AC3]: The additional language proposed by Powers was rejected as being inconsistent with the remainder of the document and not taking into account revenue from such items as rentals and revenues from agreements with food trucks, for example.

T. City Responsibilities. In addition to the City's other services to be provided and obligations to be performed under this Agreement, the City, at its sole cost and expense, shall provide and be responsible for the following:

1. Lawn Maintenance. The City shall be responsible for weeding, pruning, tree maintenance, and mulching all areas of Kiwanis Park, including Area 8, and is also responsible for grass cutting via riding mower as close as possible to fencing. Vendor shall edge around the fencing.
2. River Bank Maintenance. The City shall clear weeds, invasive species, and downed tree branches in the area of the river bank. Natural vegetation shall remain.
3. Maintenance. The City shall be responsible for repairs to and maintenance of the Premises and the improvements thereon that are not the obligation of Vendor or those repairs made necessary due to damage caused by Vendor or Vendor's customer(s), in which case the City shall perform the repairs and bill Vendor. The City's obligations shall include, but are not limited to, repairs to the electrical, plumbing and sewer systems, plumbing and electrical fixtures, the exterior and interior doors, and roofs and walls of structures on the Premises.
4. The City shall allow music on the Premises provided such music complies with the City ordinances.

Comment [AC4]: Rejected paragraph re: pets and service animals because we cannot bind the common council to an ordinance change by contract.

U. Shelter Rental. The Vendor shall act as the agent for the City for rental of the park shelter within Area 8, and shall rent the shelter, collect revenue from said rents, and

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provide daily maintenance and upkeep of the shelter, pursuant to the City's park regulations and shelter fee schedule. All revenues collected shall be part of Vendor's gross revenue for the purposes of Subsection S above.

4. Term and Effective Date. This Agreement shall commence on the Effective Date (but no earlier than the date of publication of the common council resolution authorizing this agreement) and shall expire on December 31, 2023. Notwithstanding the foregoing expiration date, beginning in November 2021, the Parties agree to jointly evaluate the success of the biergarten. If the Parties each agree, in their sole discretion, that the biergarten has been a success and a benefit to the Parties and the community, the Parties agree to immediately begin good faith negotiations on a replacement contract, to be completed by March 31, 2022. ~~Said replacement contract would shall include provisions providing for a longer term, automatic renewals, and shared investment in long term improvements.~~ If the Parties cannot agree on terms to a replacement contract, then this Agreement shall remain in in full force and effect until December 31, 2023.
5. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.
6. Status of Vendor. It is agreed that Vendor is an independent contractor and not an employee or representative (except as set forth in subparagraph 3.U. above in regard to Shelter Rental) of the City and that any persons who Vendor utilizes and provides for services under this Agreement are employees or agents of Vendor and are not employees of the City.
7. Assignability and Subcontracting. Vendor shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the services required hereunder shall be performed by Vendor and employees of Vendor. If Vendor is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Vendor's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Vendor as of the date hereof.
8. No Real Estate. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.
9. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Vendor's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Vendor's obligations under this Agreement.
10. Designated Representative. Vendor designates John Powers as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Vendor will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 22, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 27, at its option. The Contract Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.
11. Operating Agent. Vendor shall designate an Operating Agent of Vendor's activities at the

**Comment [ACS]:** We cannot bind future councils to contract terms to be negotiated. The original language did not do so; we deleted this sentence in conjunction with accepting the other changes in this paragraph so as to avoid binding a future council. (Comment applies to remainder of paragraph as well.)

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Premises, who will be the person primarily responsible for the day-to-day operation of the Vendor's activities at the Premises. Vendor shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of commencing activities at the Premises under this Agreement, or within twenty-four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information. The Operating Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.

12. **Advertising.** It is understood that in the operation and conduct of this Agreement, the City does not grant Vendor the right to sell or distribute any goods or services provided by the City, nor does the City grant Vendor the express right to use a City trade name, trademark, logotype, advertising, or other commercial symbol, except as otherwise provided in this Agreement. In any commercial advertisement or announcement, Vendor may use the name of Kiwanis Park but any such advertisement or announcement must also indicate that Vendor's activities are not associated with or affiliated with the City.
13. **Marketing.** Vendor agrees to include and/or prominently display the City of Sheboygan logo in the premises and on any marketing materials. Marketing materials will be approved by the City, and Vendor shall use only City logos that are provided by an officially authorized representative of the City. The City agrees to display and promote marketing materials of Vendor on the Parks Website and other appropriate venues with the prior approval of the Vendor, the Parks Superintendent and City Attorney.
14. **Special Provisions for 2018 only.** The Parties recognize that the time frame needed to ramp up operations in 2018 require some modifications to this Agreement and additional provisions. The following provisions shall apply only during the calendar year of 2018, and where there is a conflict with the other provisions in this Agreement, those provisions in this section shall govern during 2018. All said provisions expire as of January 1, 2019, and the Agreement shall continue as if these provisions were not a part of this Agreement.
  - A. **Opening.** While Vendor may begin operating as soon as this Agreement is approved, and a resolution of the Common Council authorizing this Agreement is published, Vendor shall not be required to begin operations until Friday, August 10, 2018. However, failure to begin operations as otherwise provided in this agreement by the required foregoing date, subject to events of force majeure, shall constitute a Default as provided in paragraph 27.
  - B. **Payment:** No estimated payments shall be due in 2018. Payment in full of the amount set forth in Paragraph 3(R) shall be made no later than November 15, 2018.
  - C. **City-owned tables:** The Vendor shall be permitted to use the City-owned tables in the Jaycee Pavilion for its operations, free of charge. The number of tables will be determined by availability on a weekly basis. The Vendor shall be responsible for any damage and repair beyond normal wear and tear.
15. **Amendments.** This Agreement shall be binding on the Parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties. Any change in any provision of this Agreement may only be made by a written amendment, approved by the Common Council and signed by the duly authorized agent or agents of the Vendor and the Parks Superintendent or his/her designee.
16. **No Waiver.** No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Vendor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise

Comment [AC6]: Rejected additional language re: city logo due to current city policy on trademarks

Comment [AC7]: Rejected proposed changes

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thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Vendor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

17. Indemnification. -Vendor shall be liable to and hereby agrees to indemnify, defend –and hold harmless the City, and its officers, officials, agents, and employees (from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Vendor's acts or omissions and/or acts or omissions of Vendor's Subcontractors in their performance of this Agreement, except to the extent such claims, suit, liability, damage, loss, costs or expenses are caused by the negligence of the City, its officers, officials, agents, or its employees or the person seeking indemnification.

Comment [AC9]: Rejected additional phrase proposed by Powers

18. Insurance.

A. Required Insurance. Vendor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. Vendor shall not commence work under this Agreement, nor shall Vendor allow any subcontractor to commence work on its subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Purchasing Agent and City Attorney.

- 1) Commercial General Liability. During the life of this Agreement, Vendor shall procure and maintain Commercial General Liability Insurance, including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Vendor's coverage shall be primary and list the City, its officers, officials, agents and employees as additional insureds. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City, its officers, officials, agents and employees as additional insureds.
- 2) Automobile Liability. During the life of this Agreement, Vendor shall procure and maintain Business Automobile Liability Insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
- 3) Worker's Compensation. During the life of this Agreement, Vendor shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.
- 4) Umbrella Liability. During the term of this Agreement, Vendor shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Business

Comment [AC9]: Rejected deletion proposed by Powers in this subsection.

Comment [AC10]: See comment immediately above.

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Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.

- 5) Liquor Legal Liability. During the life of this agreement, Vendor shall procure and maintain Liquor Legal Liability coverage with a minimum limit of \$1,000,000
- B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- C. Proof of Insurance, Approval. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Vendor shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Purchasing Agent whose approval consent shall not be unreasonably withheld, conditioned or delayed. Vendor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Purchasing Agent.
- D. Notice of Change in Policy. The Vendor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- E. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Vendor shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Purchasing Agent consistent with the requirements of this Section.
19. Non-Discrimination. In the performance of the services under this Agreement the Vendor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Vendor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
20. Taxes and Assessments. Vendor agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Vendor's right of appeal) against the personal property and services of Vendor on the Premises during the term of this Agreement.
21. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
22. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: City Clerk's Office  
City of Sheboygan  
828 Center Avenue

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Sheboygan, WI 53081

Vendor: Power Pubs, LLC  
Attn. John L. Powers  
4792 N. Cramer St.  
Whitefish Bay, WI 53211

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23. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

24. Audit and Retaining of Documents. Vendor agrees to provide those financial reports relating to Vendor's sales gross revenues in the Premises and improvements made to the Premises or costs incurred by Vendor for which Vendor seeks reimbursement from the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service. Such reports shall be provided within five (5) business days after Vendor receives the City's written request therefor, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Agreement shall be retained by Vendor for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee. Any such audit shall be at the City's sole cost and expense, except that in the event that an Audit discovers a material understatement of Net Revenue payable to the City, Vendor shall pay audit costs incurred by the City, even if such audit is performed by City employees. A material understatement of Net Revenue payable to the City is 1% In other words, if Vendor remits \$1,000 to the City, but the audit discovers Vendor should have remitted \$1,010 to the City, Vendor has materially understated the Net Revenue payable to the City, and shall be responsible for the audit costs described above.

Comment [AC11]: Rejected deletion of this language.

Comment [AC12]: Rejected proposed changes proposed by Powers

25. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Sheboygan County Circuit Court, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

26. Compliance with Applicable Laws. Vendor shall become familiar with, and shall at all times comply with and observe, all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of Vendor and its agents and employees. Vendor's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 27 of this Agreement.

27. Default/Termination.

A. In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue un-remedied for a period of ten (10) days after written notice thereof to Vendor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Vendor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Vendor under this Agreement.

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B. ~~[OPTION 1: Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason, terminate this Agreement at any time by furnishing the Vendor with ten (10) days' prior written notice of termination. In the event of termination under this subsection, no the City shall not permit any biergarten to locate in Area 8 for a period of at least 365 days after termination, and the City will the City shall reimburse Vendor for all capital expenses it undertook pursuant to this Agreement, and which were accepted by the City, along with an early termination fee paid to Vendor equal to most recent 12 month period of City Fees divided by 365 multiplied by the days remaining until the contract expiration date (December 31, 2023). The City shall also be responsible for the payment of any termination fees or payments to third parties for which Vendor may be liable arising out of or relating to the early termination of such agreements by and between Vendor and such third party due to the City's early termination of this Agreement.]~~

28. ~~Authority. Vendor represents that it has the authority to enter into this Agreement. If Vendor is not an individual, the person signing on behalf of Vendor represents and warrants that he or she has been duly authorized to bind Vendor and sign this Agreement on Vendor's behalf.~~

~~[OPTION 2: Notwithstanding paragraph A. above, the City may in its sole discretion and without any reason, terminate this Agreement at any time by furnishing the Vendor with ten (10) days' prior written notice of termination. In the event of termination under this subsection, the City shall not permit any beer to be sold biergartens in Area 8 until after the contract expiration date (December 31, 2023) for one year, and the City shall reimburse Vendor for all capital expenses Vendor paid and incurred pursuant to this Agreement. The City shall also be responsible for the payment of any termination fees or payments to third parties for which Vendor may be liable arising out of or relating to the early termination of such agreements by and between Vendor and such third party due to the City's early termination of this Agreement.]~~

~~[OPTION 3: Eliminate this termination without cause clause altogether.]~~

C. ~~In the event the City shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of Vendor, and any such default shall continue un-remedied for a period of ten (10) days after written notice thereof to the City, Vendor, in addition to all other rights and remedies at law or in equity, shall have the right, but not the obligation, at any time after any applicable default by the City in the performance of the City's obligations pursuant this Agreement, to make any payment or perform any act otherwise required of the City, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney fees. The exercise of this right shall not constitute a satisfaction of any of the City's obligations or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be immediately reimbursed by the City to Vendor. If the City fails to reimburse Vendor such costs within thirty (30) days after Vendor's demand therefor, Vendor may deduct such amount from the City's Fee and any other amounts due the City from Vendor until Vendor has been reimbursed in full.~~

28. **Force Majeure.** If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive federal or state governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such

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Comment [AC13]: We deleted this language. We might consider considerably narrowed and better tailored language here.

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delay. Notwithstanding the foregoing, the provisions of this Section shall at no time operate to excuse Vendor from any obligations for payment of any payments required by the terms of this Agreement when the same are due, and all such accounts shall be paid when due.

29. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party that such person, that the execution and delivery of this Agreement has been duly authorized and the persons executing this Agreement have the full power, authority and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
30. Alcoholic Beverage License Contingency. Vendor's obligations under this Agreement are contingent upon the City issuing to Vendor such alcoholic beverage licenses allowing Vendor to serve malt beverages on the Premises. If the City fails to issue such licenses to Vendor by June 15, 2018, Vendor may terminate this Agreement and be fully reimbursed for any Security Deposit payments made. Upon such termination by Vendor, this Agreement shall be of no further force or effect.
31. Other Biergartens: During the term of this Agreement and any renewal or replacement thereof, the City shall not permit, directly or indirectly, any other Biergartens ~~biergartens~~ to open or operate within any public parks in the City of Sheboygan. ~~Biergartens are defined as vendor locations selling alcoholic beverages in glassware.~~

[signature page to follow]

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Comment [AC14]: Defined earlier since we use the term elsewhere. No objection to the actual definition.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

CITY OF SHEBOYGAN, WISCONSIN

POWER PUBS, LLC

BY: \_\_\_\_\_  
Michael J. Vandersteen, Mayor

BY: \_\_\_\_\_  
John L. Powers, Sole Member

ATTEST: \_\_\_\_\_  
Meredith DeBruin, City Clerk

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

ACKNOWLEDGMENTS

STATE OF WISCONSIN )  
 ) ss  
SHEBOYGAN COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2018, the above-named John L. Powers, sole member of Power Pubs, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

This instrument drafted by:  
City Attorney Charles Adams  
828 Center Ave., Suite 304  
Sheboygan, WI 53081-4442  
WI State Bar No. 1021454

This document authorized by and in accordance with Res. No. \_\_\_-18-19

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**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A request to authorize executing an Operating Agreement between the City of Sheboygan and Power Pubs, LLC regarding an authentic German Beer Garden concession in a specific area of Kiwanis Park.

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

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**REPORT DATE:** April 26, 2018

**MEETING DATE:** August 14, 2018

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**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

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**BACKGROUND / ANALYSIS:** In 2017, City staff and officials met with two different organizations proposing to offer services for the establishment of a beer garden in a City of Sheboygan Park. After several discussions and researching other communities that already have a beer garden in a park, it was determined that the City would advertise a request for proposal (RFP) for the operation of a German Beer Garden.

In February of 2018, the City of Sheboygan released an RFP for a vendor to establish and operate an authentic German Beer Garden concession in Area #8 of Sheboygan Kiwanis Park. The Beer Garden is an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for citizens, and increase traffic in an under-utilized portion of Kiwanis Park.

The RFP stipulated that the vendor:

- Provide at least one authentic German beer at all times, assorted domestic beers and soft drinks.
- Provide and offer for sale a light food menu that shall include pretzels and snacks, and may also include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan.
- Provide these services at least six hours per day between 10:00 a.m. and 10:00 p.m. (weather permitting) and five days per week beginning no later than June 1 and ending no later than October 15. During October, the services only need to be provided on the weekend.

The initial agreement will be for five years and will end on December 31, 2023. The vendor and the City at their sole discretion can begin negotiating a new contract in November of 2021.

**STAFF COMMENTS:** A review of the submitted RFPs determined that Power Pubs, LLC proposal is in the best interest of the general public and the City of Sheboygan.

**ACTION REQUESTED:** Motion to approve Res. No. 3-18-19 authorizing executing an Operating Agreement between the City of Sheboygan and Power Pubs, LLC regarding an authentic German Beer Garden concession in a specific area of Kiwanis Park.

**ATTACHMENTS:**

- I. Res. No. 3 -18-19
- II. Operating Agreement
- III. Business Plan