

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

III

4.2

Res. No. 54 - 18 - 19. By Alderpersons Wolf and Sorenson. July 16, 2018.

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

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

Larry M. Samet and Mary Kay Vincent-Samet, 715 Pershing Avenue

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

**EASEMENT**

**THIS INDENTURE**, made this 3<sup>rd</sup> day of July, 2018, by Larry M. Samet and Mary Kay Vincent-Samet, husband and wife residing at 715 Pershing Avenue, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

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

59281-012160  
Tax Parcel No.

**WITNESSETH:**

**KNOW ALL MEN BY THESE PRESENTS**, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 34 feet of the north 28 feet of the west 60 feet of the east one-half of the vacated public playground of the following described property:

LOT FIVE (5) EXCEPT THE EAST FIFTEEN (15) FEET, AND ALL OF LOT SIX (6), BLOCK TWO (2), ALSO THE WEST SIXTY (60) FEET OF THE EAST ONE-HALF OF VACATED PLAYGROUND ADJACENT TO LOTS ONE (1) AND (2), BLOCK TWO (2), ALSO THE NORTH SEVEN (7) FEET OF VACATED EAST-WEST ALLEY ADJACENT, NORTH SHORE SUBDIVISION NO. ONE (1), CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

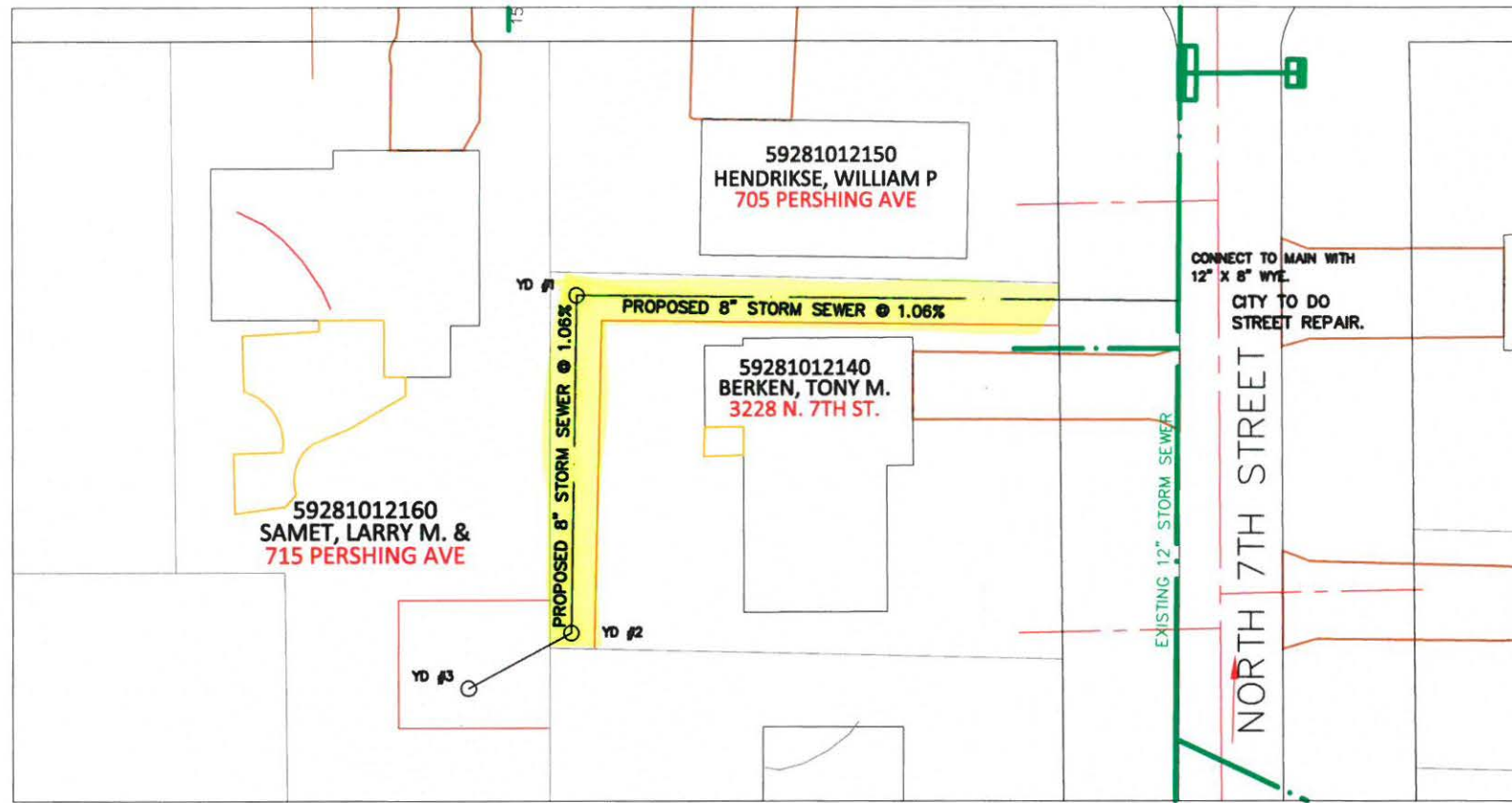
**GRANTEE** shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

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

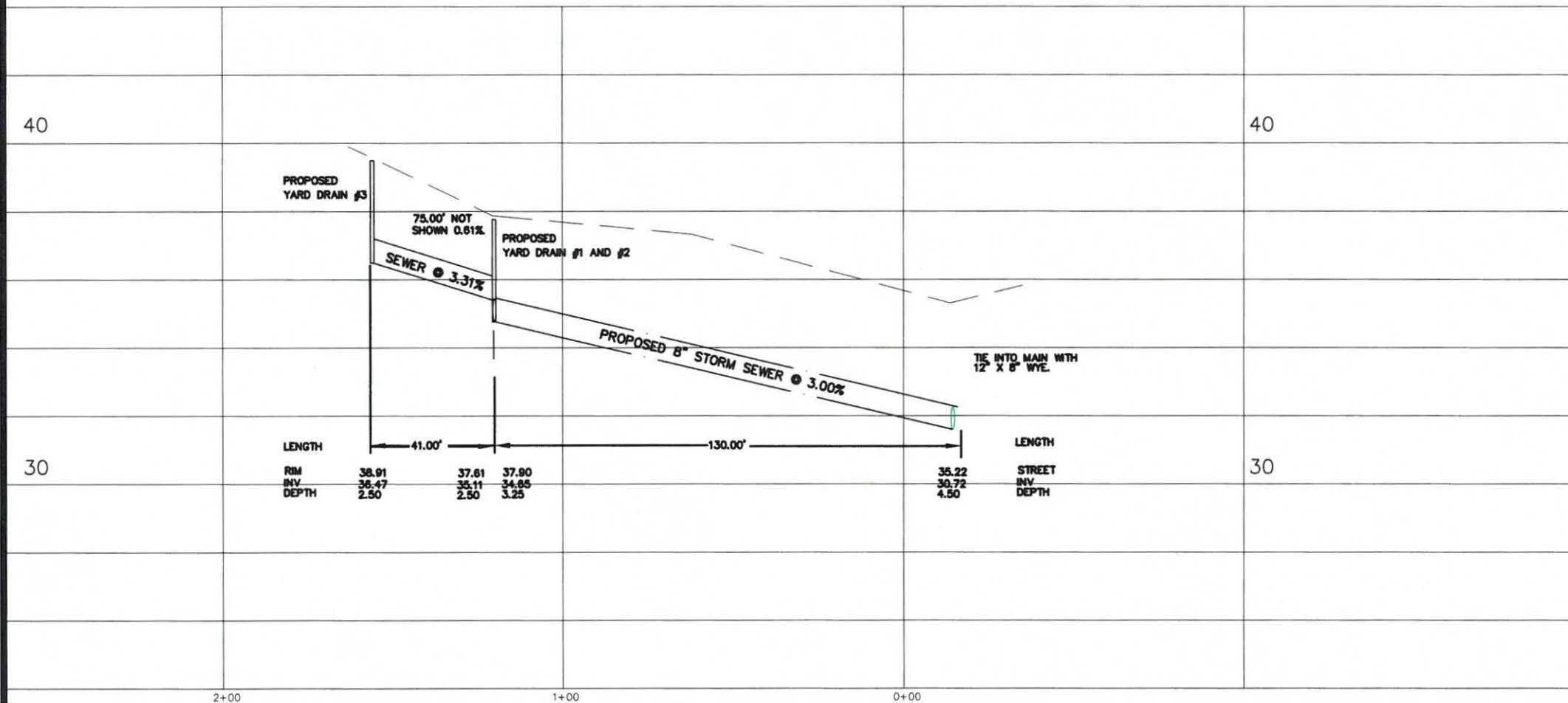
**IN WITNESS WHEREOF**, the **GRANTOR**, has caused the execution of this document on this 3<sup>rd</sup> day of July, 2018.



PERSHING AVENUE



PERSHING AVENUE



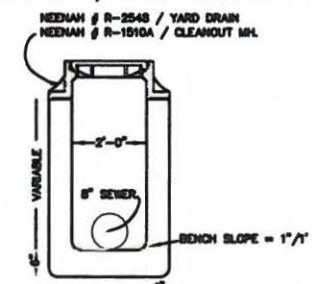
ESTIMATE OF QUANTITIES

- 245 L.F. 8" STORM SEWER
- 8 V.F. 2' DIA. STORM YARD DRAIN

NOTES:

- THE CONTRACTOR SHALL LEAVE THE SITE NEAT AND CLEAN. ALL EXCESS SPOILS SHALL BE HAULED OFFSITE.
- THE CONTRACTOR SHALL RESTORE THE AREA OF EXCAVATION WITH 4" TOPSOIL. THE CONTRACTOR WILL DO THE SEEDING.
- REMOVAL AND REPLACEMENT OF PAVEMENT AND SIDEWALKS IS INCIDENTAL TO THE CONTRACT.
- STORM SEWER CLEANOUTS ARE INCIDENTAL TO THE CONTRACT.
- THE LOCATION OF UTILITIES IS APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE PROPER AUTHORITIES 3 WORKING DAYS PRIOR TO DIGGING.
- ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND SHALL CONFORM TO THE WISCONSIN CONSTRUCTION BEST SITE MANAGEMENT PRACTICE HANDBOOK.
- SILT FENCE IS REQUIRED AROUND ALL INLET CASTINGS.

CLEANOUT / YARD DRAIN MH.



PRE- CAST ROUND DETAIL  
NTS

Graphic Scale 0' 10' 20' 40'  
 MINI STORM SEWER  
 RYAN J. SAZAMA, CITY ENGINEER  
 JUNE 1, 2018

City of  
**Sheboygan**  
 spirit on the lake



**SHEBOYGAN MINI STORM SEWER CONSTRUCTION**  
 1200 BLOCK OF PERSHING AVENUE  
 SHEBOYGAN, WISCONSIN

Sheet No.	1 OF 1
Date	JUNE 1, 2018
Project Bid No.	0 2430-18
Drawing No.	A-832

FILE: H:\DATA\ACAD-DWG\REF.PLT

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A Resolution authorizing executing an easement for a mini-storm sewer.

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

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**REPORT DATE:** July 19, 2018

**MEETING DATE:** July 24, 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 Department of Public Works annually budgets \$50,000 through the Capital Improvements Program for the construction of mini-storm sewers. Mini-storm sewers are constructed with 8 inch up to 12 inch pipes which are installed either in the backyards or front yards of neighborhoods. These sewers are installed so the residences can connect their sump pump discharge to the City’s storm sewer system. Some neighborhoods have natural high ground water conditions in which the sump pumps discharge constantly into their yards or their neighbors’ yard which can create a nuisance. When these sump pumps discharge constantly the back/front yards are constantly saturated and therefore are unusable.

With this annual budget of \$50,000 the Department of Public Works hires private contractors to construct these mini-storm sewers. On the average 4 to 6 mini-storm sewers are constructed throughout several neighborhoods in the City of Sheboygan

**STAFF COMMENTS:** When mini-storm sewers are constructed many times they are installed on private property. They are usually constructed in the front, side or back yards of residential homes to alleviate sump pump discharge and saturated yards. Because these mini-storms are constructed on private property a permanent construction easement is needed so that the City has the ability repair, clean and/or replace the sewer in the future.

**ACTION REQUESTED:** Motion to approve Res. No. 54-18-19 A Resolution authorizing executing an easement for a mini-storm sewer.

**ATTACHMENTS:**

- I. Res. 54-18-19
- II. Mini-Storm Sewer design plan

~~X~~

6.3

Gen. Ord. No. 9 - 18 - 19. By Alderperson Wolf. July 16, 2018.

AN ORDINANCE creating parking limits on both sides of North 15th Street south of Eisner Avenue.


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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking is prohibited on both sides of North 15th Street from the south curb line of Eisner Avenue to 485' south of the south curb line of Mayflower Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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.

*Public Works*

  
\_\_\_\_\_

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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** An ordinance creating parking limits on both sides of North 15<sup>th</sup> Street south of Eisner Avenue.

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

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**REPORT DATE:** July 19, 2018

**MEETING DATE:** July 24, 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:** Prior to 2017 North 15<sup>th</sup> Street from Eisner Avenue to Mayflower Avenue was an unimproved roadway. This roadway consisted of numerous asphalt overlays, gravel shoulders, and no sidewalks. This roadway had an inconsistent width and did not accommodate pedestrian traffic. Portions of this roadway were under City and County jurisdiction. In 2017 the Department of Public Works received a grant along with City of Sheboygan capital improvement funding was able to reconstruct this section of North 15<sup>th</sup> Street with an 8 inch concrete pavement, sidewalks, new street lighting, upgraded utilities and bike lanes. As part of this grant, the City took over full jurisdiction of this section of North 15<sup>th</sup> Street.

**STAFF COMMENTS:** The Department of Public Works is requesting this section of North 15<sup>th</sup> Street be posted No Parking on the east and west side of the street. Prior to this road reconstruct there was No Parking on this section because the existing road width would not support on street parking also the businesses and residences never had a need for on street parking. With the No Parking restriction, there will be a designated bicycle lane and will then be connected with Eisner Avenue bicycle system.

**ACTION REQUESTED:** Motion to approve the Gen. Ord. No. 9-18-19 An ordinance creating parking limits on both sides of North 15<sup>th</sup> Street south of Eisner Avenue.

**ATTACHMENTS:**

- I. Gen. Ord. 9-18-19

## Bushman, Eric

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**From:** Biebel, David  
**Sent:** Tuesday, July 17, 2018 8:19 AM  
**To:** Sazama, Ryan; Sokolowski, Dawn  
**Subject:** FW: Food Trucks @ Vollrath Park

FYI

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**From:** Mayor Vandersteen  
**Sent:** Monday, July 16, 2018 9:28 PM  
**To:** Biebel, David; Alderperson Todd Wolf  
**Subject:** Fwd: Food Trucks @ Vollrath Park

Please share this communication with the Public Works Committee at their next meeting.

I have replied to Tom Gosse and suggested that he attend the PW meeting.

Mike

Mike Vandersteen, Mayor  
City of Sheboygan  
[828 Center Avenue, Suite 301](#)  
[Sheboygan, WI 53081](#)  
Office: [920-459-3317](#)  
Cell: [920-207-2410](#)  
[Mayor.Vandersteen@SheboyganWI.gov](mailto:Mayor.Vandersteen@SheboyganWI.gov)  
[www.SheboyganWI.gov](http://www.SheboyganWI.gov)



Begin forwarded message:

**From:** <[tomygandsue@charter.net](mailto:tomygandsue@charter.net)>  
**Date:** July 16, 2018 at 6:41:29 PM CDT  
**To:** "'[mayor.vandersteen@sheboyganwi.gov](mailto:mayor.vandersteen@sheboyganwi.gov)'" <[mayor.vandersteen@sheboyganwi.gov](mailto:mayor.vandersteen@sheboyganwi.gov)>  
**Subject:** Food Trucks @ Vollrath Park

Dear Mayor,

While attending the food truck night at Vollrath park on Monday, we noticed the police waiting to write tickets as the parking on Vollrath Blvd is not allowed from 6pm-6am. At precisely 6:00 they started issuing tickets. While it may be necessary to enforce this rule on a normal basis, it is simply ridiculous to do so on Mondays while this event is happening. You want to promote the city, but are turning people off by ruining what could have been a nice evening.

Lighten up the policing and let the citizens enjoy their park.

Sincerely,

Tom Gosse

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** An ordinance repealing Gen. Ord. No. 107-78-79 and creating new parking restrictions permitting parking on Vollrath Boulevard from North 3<sup>rd</sup> Street east to its terminus during times when Vollrath Park is open, and banning parking in the same location when Vollrath Park is closed.

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

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**REPORT DATE:** July 18, 2018

**MEETING DATE:** July 24, 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:** This parking restriction came into concern as a result of the popular “food truck night” as participants parked their vehicles along Vollrath Boulevard many were unaware that parking is currently banned after 6:00 p.m. After many received tickets, this further increased the concern or questioning as to why this restriction is in-place.

Currently, this section of Vollrath Boulevard only has two residential properties facing the park. Furthermore, this section of the park is passive green space and not typically an area to picnic unless when an event such as “food truck night” is happening.

**STAFF COMMENTS:** The current parking restrictions appear to be extreme given the park is officially open until 11:00 p.m. and the area is passive green space. The popularity of the “food truck night” has increased the usage of this green space for picnics and closes at “sunset” since no area lighting is available in this area. As a result, the majority of traffic and participants vacate the area by 9:30 p.m. Therefore it is the department’s recommendation to reduce the parking restrictions within this area to coincide with the park hours of operation.

**ACTION REQUESTED:** Motion to pass the Gen. Ord. No. 10-18-19 An ordinance repealing Gen. Ord. No. 107-78-79 and creating new parking restrictions permitting parking on Vollrath Boulevard from North 3<sup>rd</sup> Street east to its terminus during times when Vollrath Park is open, and banning parking in the same location when Vollrath Park is closed.

Motion to accept and file communication from a citizen.

**ATTACHMENTS:**

- I. Gen. Ord. No. 10-18-19
- II. Communication from a citizen



6.4

Gen. Ord. No. 10- 18 - 19. By Alderpersons Wolf and Savaglio. July 16, 2018.

AN ORDINANCE repealing Gen. Ord. No. 107-78-79 and creating new parking restrictions permitting parking on Vollrath Blvd. from North 3rd St. east to its terminus during times when Vollrath Park is open, and banning parking in the same location when Vollrath Park is closed.

WHEREAS, pursuant to ordinance, Vollrath Park is closed between 11:00 p.m. and 4:00 a.m. daily; and

WHEREAS, there is a need for parking in the Vollrath Park neighborhood while the park is open; and

WHEREAS, the Vollrath Park/North Point Neighborhood Association has requested parking be permitted on Vollrath Blvd. east of North 3rd Street while the park is open to the public; and

WHEREAS, there is no need for parking on Vollrath Blvd. east of North 3rd Street while the park is closed.

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

Section 1. Pursuant to Sec. 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," Gen. Ord. No. 107-78-79 which prohibited parking on both sides of Vollrath Blvd. from North 3rd St. east to its terminus from 6:00 P.M. to 6:00 A.M., is hereby repealed.

Section 2. Pursuant to Sec. 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking on both sides of Vollrath Blvd. from North 3rd St. east to its terminus shall be prohibited between 11:00 p.m. and 4:00 a.m. daily.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs giving notification of the aforementioned repealed parking restriction.

Public Works

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



A handwritten signature in cursive script, appearing to read "Mad Sapp", is written over two horizontal lines. The signature is fluid and somewhat stylized, with a long vertical stroke extending downwards from the end of the name.

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

	2015 2nd Quarter	2016 2nd Quarter	2017 2nd Quarter	2018 2nd Quarter
<b>Street Repair &amp; Maintenance</b>				
Crack and joint filling footages (LF)	N/A	17094	21434	30734
Yards of concrete installed	N/A	568.5	551.5	350
Tons of asphalt installed	265.35		2240	3495.54
Potholes - cold mix tons	N/A	N/A	N/A	9.75
Potholes - hot mix tons	33.98	66.46	123.04	112.71
Asphalt Overlay (Tons)	231.37	33.84	2117	3373.08
<b>Street Cleaning</b>				
Debris removed (tons)	516.04	360.53	412.49	399.82
Curb miles streets swept	N/A	N/A	1868	1522
<b>Sanitary Sewer</b>				
Number of manholes replaced	N/A	21	22	12
Sanitary sewer jetting footages (LF)	221,454	131,099	198,051	166,023
Sanitary sewer televising footages (LF)	7,673	15,930	8,603	4,653
Total Backwater Calls	22	18	30	10
Sewer backup calls - lateral plugged	19	15	27	8
Sewer backup calls - main plugged	3	1	3	2
<b>Storm Sewer</b>				
Catch basins debris removed (tons)	42.5	45	88.61	117.9
Storm sewer jetting footages (LF)	4,962	15,502	9,254	3,616
Storm sewer televising footages (LF)	2,172	9,355	7,282	3,416
Number of catch basins replaced	N/A	7	10	6
Number of storm manholes replaced	N/A	16	4	2
Storm Sewer Pipe Replaced (LF)	N/A	692	636	300

	2015 2nd Quarter	2016 2nd Quarter	2017 2nd Quarter	2018 2nd Quarter
<b>Sanitation &amp; Recycling Curbside Collection</b>				
Garbage collected (tons)	2,843	3056	2038.82	3729.31
Recycling collected (tons)	795.00	724	546.63	904.65
Material recovery rate %	28.0%	24.0%	27.0%	24.25%
Nuisance notices issues (weeds notice)	178	126	146	129
Number of lots cut by city contractor	24	18	17	14
<b>Recycling Center</b>				
Yard waste hauled (tons)	1,083	967	1025	1145.36
Tire disposal	40	40	27	59
Scrap metals collected (tons)	19.39	N/A	27.46	48.76
Oil collected (gallons)	2,950	N/A	3,375	4,075
Branch grinding (dollars)	\$ 5,357.00	\$ 3,000.00	\$ 2,400.00	\$ 6,200.00
Leaf Collection Tons	N/A	N/A	N/A	N/A
<b>Snow</b>	<b>15/16'</b>	<b>16/17'</b>	<b>17/18'</b>	<b>18/19'</b>
Events	N/A	N/A	N/A	2
Duration (hours)	N/A	N/A	N/A	57.5
Precipitation (inches)	N/A	N/A	N/A	11
Hours	N/A	N/A	N/A	831.5
Salt Usage (tons)	N/A	N/A	N/A	755
<b>Motor Vehicle</b>				
Completed work orders	N/A	N/A	381	298
Preventative maintenance completion %	N/A	N/A	51.0%	61.0%
Vehicle maintenance budget used %	N/A	N/A	36.0%	18.0%
Contracted services budget used %	N/A	N/A	20.0%	25.0%

	2015 2nd Quarter	2016 2nd Quarter	2017 2nd Quarter	2018 2nd Quarter
<b>City Forestry</b>				
Trees Planted	61	0	78	21
Trees Trimmed	239	600	502	441
Trees Removed	149	121	136	156
Stump Removals	183	287	88	159
Treated Ash Trees	0	0	700	446
Citizen Tree Concerns			143	121
<b>Park Shelter Rentals</b>				
Number of paid rentals	252	285	256	243
Park reservation revenues	\$ 29,743.00	\$ 27,152.00	\$ 29,943.00	\$ 25,845.39
<b>Park Maintenance Repairs/Painting</b>				
Grills	N/A	N/A	N/A	0
Combo Picnic Tables	N/A	N/A	N/A	0
Straight Tables	N/A	N/A	N/A	0
Garbage Receptacles	N/A	N/A	N/A	0
Park Signs	N/A	N/A	N/A	0
New Combo Picnic Tables	N/A	NA/	N/A	0
Garbage Collected (Tons)	53.27	45.23	63.7	62.93
Beach Refuse (Tons)	N/A	N/A	15.46	40.35
Straight Benches				0
<b>Park Rentals</b>				
Events	9	9	9	9
Combo Picnic Tables	N/A	140	132	146
Straight Tables 10'	70	75	80	113
Straight Benches 10'	68	72	70	130
Bench 4'	350	25	20	19
Trash Receptacles	150	150	160	120
Stage	2	2	2	3
Grills	25	28	21	18
Chair Trailer, 320	2	2	2	2
Dance Floor	N/A	N/A	2	1
<b>Wildwood Cemetery</b>				
Full Burials	15	12	12	10
Cremaains	18	12	18	11
Baby	1	1	0	0
Graves Sold	11	12	9	9

	2015 2nd Quarter	2016 2nd Quarter	2017 2nd Quarter	2018 2nd Quarter
<b>Wastewater Treatment Plant</b>				
Total Precipitation (in)			15.89	12.00
Total Wastewater Treated (MG)			1,266,004	1,090
Total Influent CBOD5 Loading (lbs)			1,112,580	1,205,890
Total Influent TSS Loading (lbs)			1,711,222	1,691,701
Total Influent Ammonia Loading (lbs)			998	151,039
Total Influent Phosphorus Loading (lbs)			31,093	30,200
Average CBOD5 Removal Efficiency (%)			97.9%	98.2%
Average TSS Removal Efficiency (%)			98.0%	97.9%
Average Ammonia Removal Efficiency (%)			89.9%	93.3%
Average Phosphorus Removal Efficiency (%)			80.3%	86.1%
Average CBOD5 Discharged (mg/L)			<2.1	2.2
Average TSS Discharged (mg/L)			3.1	3.7
Average Phosphorus Discharged (mg/L)			0.53	0.47
Average Ammonia Discharged (mg/L)			0.84	1.13
Average Effluent Mercury Concentration (ng/L)			0.65	0.71
Average Effluent Arsenic Concentration (ug/L)			0.76	NA
Biogas Produced (cu ft)			1551000	11,986,846
Total Plant Electrical Power Generated (kWh)			1,665,669	56,628
Electricity Purchased (kWh)			N/A	1,763,402
Total Plant Electrical Power Generated (%)			63.7%	3.2%
Natural Gas Consumed (therms)				18,990
Total Dried Biosolids Produced (lbs)			1,076,300	965,000
Total Liquid Biosolids Hauled (gal)			3,708,060	0
<b>Notes:</b>				
New Influent Flow Meters in 2016				
Prior to 2016, Influent BOD5 was analyzed vs CBOD5				
Dried Biosolids Produced = PortALogic Data (Total Loadout during Quarter)				
Liquid Biosolids Hauled = PortALogic Data (Total Loadout during Quarter)				
Electricity and Natural Gas Purchased data from Invoices				
Electricity Generated from HachWIMS				

<b>Pretreatment &amp; Laboratory</b>				
Significant Industrial Users Semi-Annual Monitoring Complete (%)			20%	80%
Significant Industrial Users issued Notice of Non-Compliance (NON)			2	1
Significant Industrial Users Annual Site Inspection Completed (%)			40%	20%
Number of SIU Permits Issued or Renewed			1	2
Community Annual Monitoring Inspections (%)			80.0%	100.0%
Sewer Surcharge Facilities Quarterly Monitoring Completed (%)			100.0%	100.0%
Number of Samples Analyzed by Sheboygan WWTF Laboratory			43	5
<b>Waste Water Treatment Plant Maintenance</b>				
Number of Closed Work Orders			185	379

	2015 2nd Quarter	2016 2nd Quarter	2017 2nd Quarter	2018 2nd Quarter
<b>Street Light Knockdowns</b>				
Street Lights Damaged	2	3	8	5
Material Used	\$ 6,596.58	\$ 14,896.72	\$ 15,177.26	\$10,975.15
Labor	N/A	\$ 7,527.50	\$ 10,275.00	\$2,920.00
Equipment Rental	N/A	\$ 7,397.50	\$ 11,585.00	\$2,925.00
<b>Traffic Signal Knockdowns</b>				
Traffic Signals Damaged	6	8	4	5
Material Used	\$ 14,770.07	\$ 10,106.68	\$ 2,791.49	\$8,062.87
Labor	N/A	\$ 7,527.50	\$ 2,010.00	\$4,130.00
Equipment Rental	N/A	\$ 7,932.50	\$ 1,890.10	\$4,310.00
<b>Traffic Signage</b>				
Traffic Signs Installed/Removed	263	230	166	134
Traffic Signs Constructed	315	432	245	153
Specialized Sign Project	N/A	N/A	139	87
<b>Painted Street Markings</b>				
Centerline Painting (miles)	73.4 miles	N/A	N/A	N/A
Crosswalks Painted	56	404	36	156
Traffic Arrows/Stop Bars Painted	295	375	150	369
<b>Snow Removal Damage</b>				
Damaged Mailbox Repaired/Replaced	0	0	0	26

<b>2018 Capital Improvement Projects</b>	<b>Contract Amount</b>	<b>Contract Approved</b>	<b>Construction Start Date</b>	<b>Construction Comp. Date</b>
2018 Streets Improvement Program	\$2,420,317.28	5/7/2018	6/11/2018	Pending
2018 Sidewalk Program and Washington Avenue Sidewalk	\$142,639.50	4/16/2018	Pending	Pending
Concord Drive Storm Sewer Extension	\$116,720.27	5/7/2018	Pending	Pending
Wilson Avenue Outfall	\$125,677	5/7/2018	Pending	Pending
N. 3rd Forcemain Replacement	\$423,805.83	3/19/2018	4/10/2018	Pending
Business Center Expansion	\$10,528,444.15	4/4/2018	5/1/2018	Pending
Taylor Drive Reconstruction	\$1,250,132.35	4/16/2018	6/11/2018	Pending
S. Taylor Drive Sanitary Sewer Extension and Turn Lane	\$246,078.00	5/21/2018	Pending	Pending
2018 Miscellaneous Sewer Lining	\$119,734	5/21/2018	Pending	Pending
2018 Capital Improvement Televising	\$97,116.00	Pending	Pending	Pending
Mini-Sewer (27th Street)	\$9,090.00	6/1/2018	6/18/2018	7/27/2018
Mini-Sewer (17th Street)	\$5,215.50	6/1/2018	6/18/2018	7/27/2018

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Quarterly benchmarks

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

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**REPORT DATE:** July 17, 2018

**MEETING DATE:** July 24, 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 benchmark measurements for the Department of Public Works for the period commencing April 1, 2018, and ending June 30, 2018, is presented for information and discussion.

**STAFF COMMENTS:**

Due to the seasonal nature of many of the services provided by the Department of Public Works, many items that are benchmarked are currently not available for this report. The benchmark report encompasses information from Streets & Sanitation, Motor Vehicle, Parks & Forestry, Facilities & Traffic, Engineering, and Wastewater.

**ACTION REQUESTED:**

For informational purposes only

**ATTACHMENTS:**

- I. Report of benchmark measurements

## Streets, Alleys, and Sidewalks

	2016 Actual	2017 Actual	YTD 06/30/18	2018 Goals
<b>Measurements</b>				
<b><u>Workload</u></b>				
Crack and Joint Filling Footages (LF)	0	0	30,734	22,000
Yards of Concrete Installed	0	0	451.5	101.5
Tons of Asphalt Installed	0	0	3,495.54	9,000
Potholes – Cold Mix (Tons)	69.9	76.5	63.5	130
Potholes – Hot Mix (Tons)	0	0	112.71	170
<b><u>Effectiveness</u></b>				
Increase PASER rating	5.93	6.20	6.20	6.25
Increase linear footage of streets on regular crack and joint fill schedule	17,094	15,100	30,734	25,000
Respond to pothole repair requests within two days	3.5	1.6	1.4	1

## Parks

	2016 Actual	2017 Actual	YTD 06/30/18	2018 Goals
<b>Measurements</b>				
<b><u>Workload</u></b>				
Number of Parks	36	36	36	36
Acres of Public Land	705	705	705	705
Miles of Paved Off-Road Trails	7.17	9.61	9.61	9.61
New Trees Planted in Parks	0	0	12	60

## Forestry

	2016 Actual	2017 Actual	YTD 06/30/18	2018 Goals
<b>Measurements</b>				
<b><u>Workload</u></b>				
Trees Planted	0	0	0	500
Trees Removed	121	182	208	600
Trees Elevated	600	601	757	2,000
<b><u>Efficiency</u></b>				
Percent of trees trimmed once every 8 years	12	12	0	12.5
<b><u>Effectiveness</u></b>				
Tree City USA Designation	Yes	Yes	Yes	Yes

## Traffic Control Signs

	2016 Actual	2017 Actual	YTD 06/30/18	2018 Goals
<b>Measurements</b>				
<b><u>Workload</u></b>				
Number of Signs Replaced	210	129	276	1,010
Number of New Signs	377	425	434	1,300
Damaged Mailboxes Repaired/Replaced	34	33	45	
Traffic Arrow/Stop-Bars/Crosswalk Painted	0	0	525	1,700

## Motor Vehicle

	2016 Actual	2017 Actual	YTD 06/30/18	2018 Goals
<b>Measurements</b>				
<b>Workload</b>				
Preventive Maintenance Completion Rate	0	85.5%	34.8%	85%
Age of Fleet (Years)	10.5	9.7	9.7	11.0

## Engineering

	2016 Actual	2017 Actual	YTD 06/30/18	2018 Goals
<b>Measurements</b>				
<b>Workload</b>				
Budget Expenditures vs Actual Expenditures	100%	100%	100%	100%
Review of plans within two weeks of submission	75%	96%	100%	100%

## Wastewater

	2016 Actual	2017 Actual	YTD 03/31/18	2018 Goals
<b>Measurements</b>				
<b>Effectiveness</b>				
Number of Violations of WPDES Permit Limits	0	0	0	0
CMAR Score	4	4	3.38	4
Percent Electrical Power Produced	67%	60%	6.2%	65%

III

**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 [A1]: 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.~~

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

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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:** July 24, 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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**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:** July 24, 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.

**ATTACHMENTS:**

- I. R.C. No. 331-17-18
- II. G.O. No. 25-17-18

- III. Revised ordinance
- IV. Snow Emergency Analysis
- V. Snow Poll from Nextdoor

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

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

Committee

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

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

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

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.*

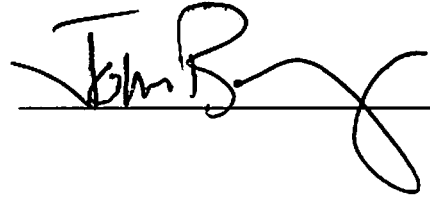
(a) During the winter season, between the hours of 12:00 midnight and 6:00 a.m., no owner or operator of any vehicle shall park or permit the vehicle to be parked:

- (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  
ref 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

~~X~~

B.B

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:

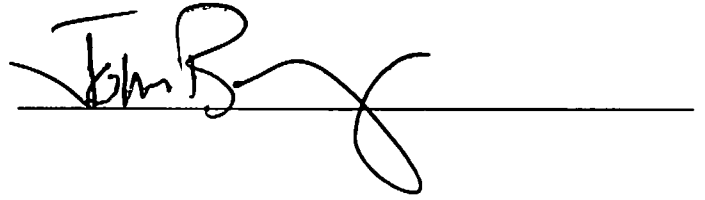
(1) On the even-numbered sides of the street (west and north sides) on odd-numbered days of the month, except that parking shall be permitted on the even-numbered side when the odd-numbered side is posted no parking.

(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

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.



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.

---

**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.

---

**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 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.

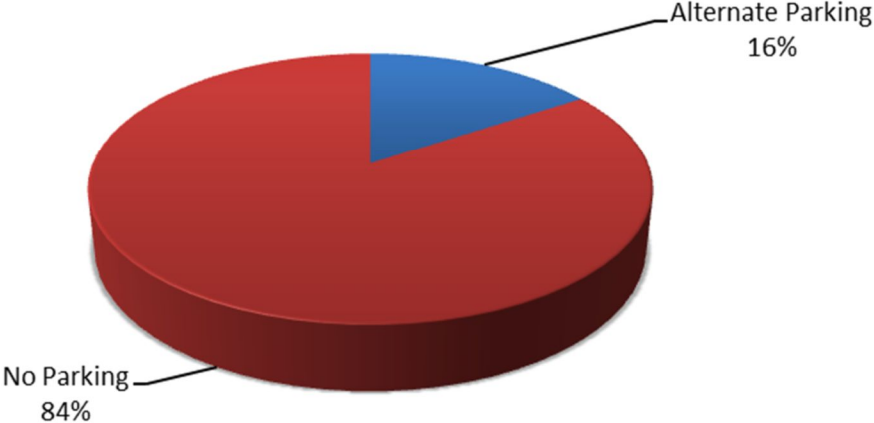
### **Comparable Municipalities Winter Parking and Snow Emergency Rules**

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.

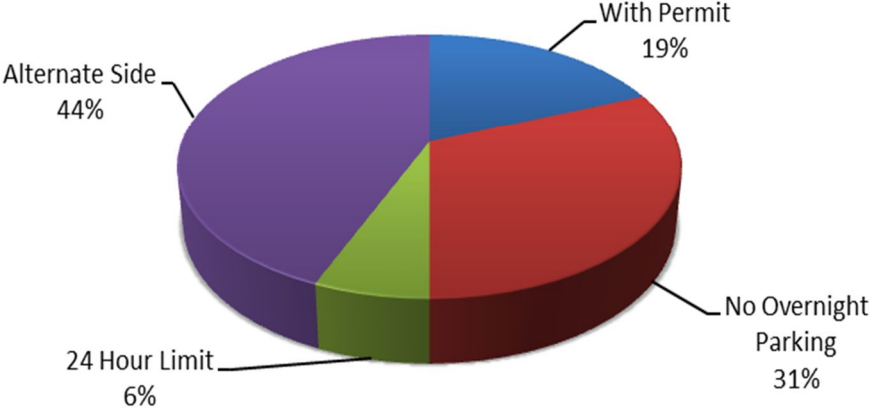
- During a declared snow emergency 84 percent of surveyed communities prohibit parking and 16 percent require alternate side parking
- 30 percent of surveyed communities have winter parking restrictions: alternate side parking (25 percent) and no parking (5 percent)
- 70 percent of surveyed communities 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.



**SUE, PER CHUCK REFER TO PUBLIC WORKS.**

Gen. Ord. No.     - 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.*

(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.

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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