

*****ATTACHMENTS*****

III

5.7

Res. No. 51 - 18 - 19. By Alderperson Wolf. July 2, 2018.

A RESOLUTION, being a Relocation Order of the City of Sheboygan, Sheboygan County, Wisconsin.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN, for its Relocation Order, hereby resolves as follows:

1. That this Resolution is a Relocation Order in accordance with Subsection 32.05(1), Wisconsin Statutes, for the purpose of the within described public improvement project, and it is also a determination of necessity for that project in accordance with Subsection 32.07(2), Wisconsin Statutes.

2. That the City of Sheboygan hereby determines that it is necessary and a public purpose to reconstruct North Avenue from Calumet Drive to North 13th Street in the City of Sheboygan, Wisconsin.

3. That said road reconstruction will be built within the area designated in State of Wisconsin Department of Transportation Project Plat No. 4996-01-79 (North Avenue Reconstruction Project Plat) and as set forth in the scale drawings of proposed road construction which is annexed to this Relocation Order as Transportation Project Plat No. 4996-01-78 and which is incorporated herein.

4. That the lands and interests required for this project are described in said Transportation Project Plat No. 4996-01-78.

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

CONVENTIONAL SYMBOLS

SECTION LINE	---	SECTION CORNER SYMBOL	⊙	R/W MONUMENT (TO BE SET)	●
QUARTER LINE	---	SECTION CORNER MONUMENT	⊕	NON-MONUMENTED R/W POINT	○
SIXTEENTH LINE	---	GEODETIC SURVEY MONUMENT	⊗	FOUND IRON PIN (6-INCH UNLESS NOTED)	IP
NEW REFERENCE LINE	---	SIXTEENTH CORNER MONUMENT	⊕	OFF-PREMISE SIGN	Ⓜ
NEW R/W LINE	---	SIGN	Ⓜ	COMPENSABLE	Ⓜ
EXISTING R/W OR HE LINE	---	OFF-PREMISE SIGN	Ⓜ	NON-COMPENSABLE	Ⓜ
PROPERTY LINE	---	ACCESS RESTRICTED BY ACQUISITION		NO ACCESS (BY STATUTORY AUTHORITY)	⋯
LOT, TIE & OTHER MINOR LINES	---	NO ACCESS (BY PREVIOUS PROJECT OR CONTROL)	⋯	NO ACCESS (NEW HIGHWAY)	⋯
SLOPE INTERCEPT	---	PARCEL NUMBER	25	UTILITY NUMBER	40
CORPORATE LIMITS	---	PARALLEL OFFSETS	---		
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	---				
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	---				
TEMPORARY LIMITED EASEMENT AREA	---				
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	---				
TRANSMISSION STRUCTURES	---				
BUILDING TO BE REMOVED	---				
BRIDGE	---				

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	P/L
ALUMINUM	ALUM	RECORDED AS	(100')
AND OTHERS	ET AL	REEL / IMAGE	R/I
BACK	BK	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
CERTIFIED SURVEY MAP	CSM	RIGHT	RT
CONCRETE	CONC	RIGHT OF WAY	R/W
COUNTY	CO	SECTION	SEC
COUNTY TRUNK HIGHWAY	CTH	SEPTIC VENT	SEPV
DISTANCE	DIST	SLOPE INTERCEPT	SI
CORNER	COR	SQUARE FEET	SF
DOCUMENT NUMBER	DOC	STATE TRUNK HIGHWAY	STH
EASEMENT	EASE	STATION	STA
EXISTING	EX	TELEPHONE PEDESTAL	TP
GAS VALVE	GV	TEMPORARY LIMITED EASEMENT	TLE
GRID NORTH	GN	TRANSPORTATION PROJECT PLAT	TPP
HIGHWAY EASEMENT IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
LAND CONTRACT	LC	VOLUME	V
LEFT	LT	WALKWAY	WW
MONUMENT	MON		
NATIONAL GEODETIC SURVEY NUMBER	NGS		
OUTLOT	OL		
PARKING LOT	P.L.		
PAGE	P.		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

CURVE DATA

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS) SHEBOYGAN COUNTY, NAD 83 (1991) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT OF WAY MONUMENTS ARE TYPE 2 MONUMENTS (TYPICALLY 3/4" X 24" REBAR) AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

BASIS FOR EXISTING R/W

SUBDIVISION PLATS
 TRANSPORTATION PROJECT PLAT 4630-05-21 JUNE 06, 2015
 ERDMANN & HEERMANN'S ADD. #2 SEPTEMBER 29, 1908
 J. SCHUBERT'S SUBDIVISION JUNE 14, 1887
 HENNING'S SUBDIVISION JUNE, 1925
 EDWIN SCHAETZER'S SUBDIVISION APRIL, 1926

CERTIFIED SURVEY MAPS
 VOLUME 25 PAGES 176-178 JUNE 08, 2012
 VOLUME 8 PAGES 268-270 OCTOBER 20, 1988
 VOLUME 24 PAGES 35-37 DECEMBER 16, 2008
 VOLUME 25 PAGES 14-15 APRIL 22, 2011
 VOLUME 26 PAGES 176-178 AUGUST 07, 2014
 VOLUME 3 PAGE 278 APRIL 18, 1977
 VOLUME 20 PAGES 161-164 FEBRUARY 16, 2004

DEEDS OF RECORD

VOLUME R OF CONTRACTS PAGES 123-124
 FEBRUARY 11, 1938
 VOLUME 101 PAGE 472 DECEMBER 16, 1904
 VOLUME 42 PAGE 412 AUGUST 08, 1874
 VOLUME 42 PAGE 425 JUNE 25, 1874
 VOLUME 205 PAGE 36 AUGUST 26, 1932
 VOLUME 205 PAGE 31 AUGUST 26, 1932
 VOLUME 208 PAGE 18 JULY 28 1933
 VOLUME 205 PAGE 35 AUGUST 24, 1932
 VOLUME 204 PAGE 588 AUGUST 08, 1932
 VOLUME 205 PAGE 22 SEPTEMBER 01, 1932

FOUND SURVEY MONUMENTATION AS SHOWN ON THIS PLAT OF RIGHT-OF-WAY
 PLAT OF SURVEYS

R/W PROJECT NUMBER 4996-01-78	SHEET NUMBER 4.01	TOTAL SHEETS 12
R/W PROJECT NUMBER 4996-01-78		
PLAT OF RIGHT OF WAY REQUIRED FOR CALUMET AVE - N. 13TH STREET CITY OF SHEBOYGAN		
NORTH AVENUE		SHEBOYGAN CO.

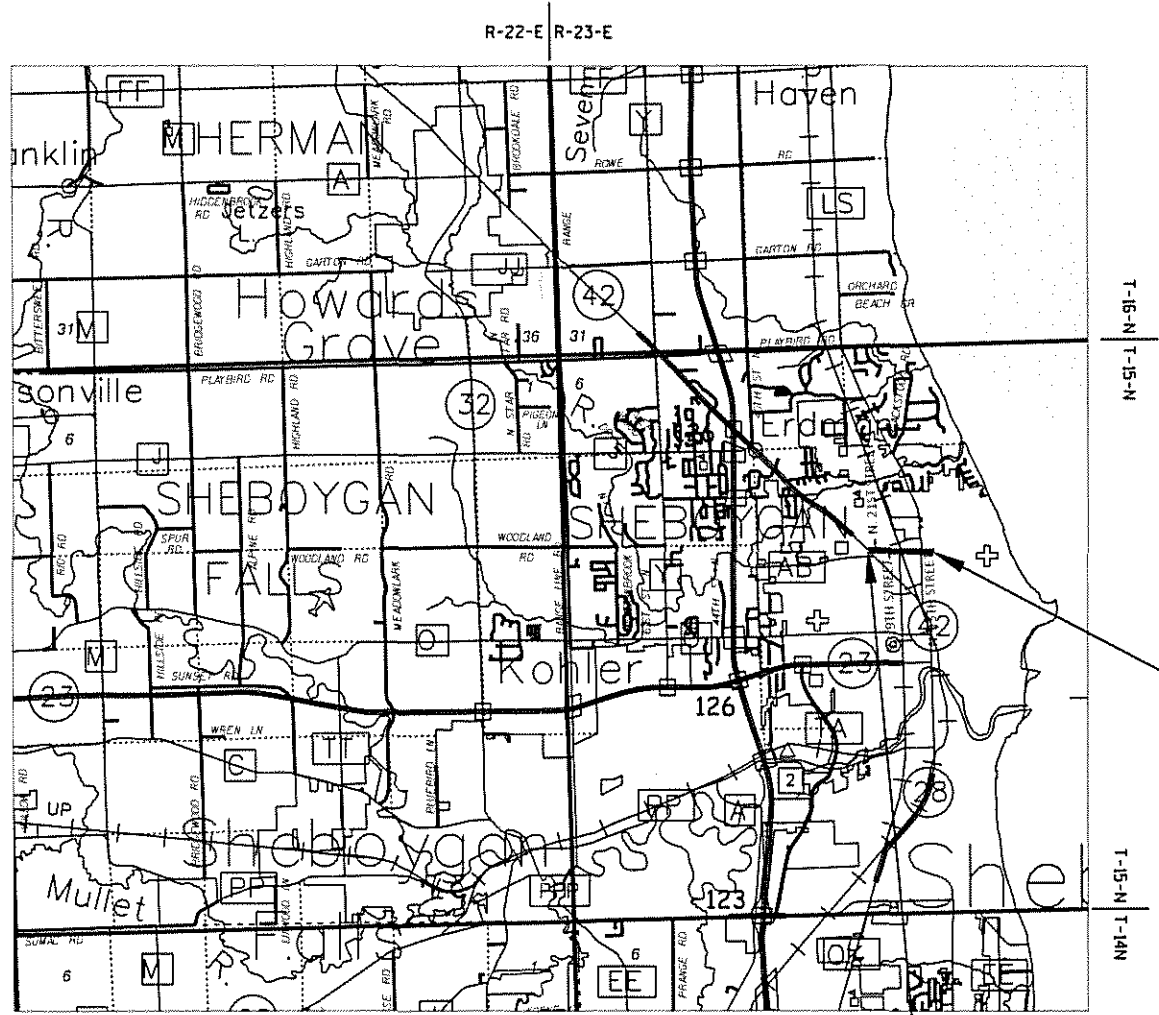
CAUTION
 THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN. TLE AREAS ARE TO THE FACE OF THE BUILDING FOR SLOPING, NOT WITHIN THE BUILDING.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

AN EASEMENT FOR HIGHWAY PURPOSES (HE), AS LONG AS SO USED, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.

END RELOCATION ORDER STA 46+23.00
 1938.31' EAST AND 656.02' SOUTH OF
 THE NORTH 1/4 CORNER OF SECTION 15,
 TOWNSHIP 15 NORTH, RANGE 23 EAST
 Y-184923.993 X-216520.730



TOTAL NET LENGTH OF CENTERLINE = 0.66
BEGIN RELOCATION ORDER STA 11+50.00
 1533.48' WEST AND 616.64' SOUTH OF
 THE NORTH 1/4 CORNER OF SECTION 15,
 TOWNSHIP 15 NORTH, RANGE 23 EAST
 Y-184963.374 X-213048.938

CONVENTIONAL UTILITY SYMBOLS

WATER	---
GAS	---
TELEPHONE OVERHEAD	---
TRANSMISSION LINES	---
ELECTRIC	---
CABLE TELEVISION	---
FIBER OPTIC	---
SANITARY SEWER	---
STORM SEWER	---

REVISION DATE	CITY OF SHEBOYGAN
DATE: _____	(Signature)
	(Print Name)

SCHEDULE OF LAND & INTEREST REQUIRED

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	TAX KEY NUMBER	INTEREST REQUIRED	TOTAL ACRES	RW ACRES REQUIRED			TOTAL ACRES REMAINING	TLE ACRES	PLE ACRES	HIGHWAY EASEMENT ACRES
						NEW	EXISTING	TOTAL				
2	4.05	NORTH CALUMET, LLC A WISCONSIN LIMITED LIABILITY COMPANY	59281630210	TLE	0.491					0.086		
3	4.05	2100 NORTH, LLC A WISCONSIN LIMITED LIABILITY COMPANY	59281630220	TLE	1.133					0.065		
4	4.05	J & P REAL ESTATE, LLC A WISCONSIN LIMITED LIABILITY COMPANY	59281629560	TLE	0.504					0.064		
6	4.05, 4.06	KT REAL ESTATE HOLDINGS LLC	59281602420	TLE	2.109					0.210		
7	4.06	PHOENIX SHEBOYGAN LLC, A WISCONSIN LIMITED LIABILITY COMPANY	59281629510	TLE	6.066					0.066		
8	4.06	DENNIS D. KALTENBRUN	59281629540	TLE	0.195					0.033		
9	4.06	DOUGLAS L. MARTHA H. LEPPANEN	59281608630	TLE	0.291					0.056		
11	4.06	LARRY L. JACQUELINE A. WALSTON	59281608620	TLE	0.163					0.028		
12	4.07	LISA MICHELLE GUELG	59281608341	FEE & TLE	0.143	0.001		0.001	0.142	0.031		
13	4.06, 4.07	KALTENBRUN BROS. ROOFING CO., INC.	59281629520	TLE	0.863					0.052		
14	4.07, 4.08	MANNING LIGHTING INC	59281629480	FEE & TLE	3.040	0.003		0.003	3.037	0.162		
16	4.07, 4.08	KINGSBURY BREWERIES INVESTMENTS, LLC A WISCONSIN LIMITED LIABILITY COMPANY	59281608791	TLE	3.438					0.115		
18	4.08	CRAFTED PLASTICS ACQUISITION, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	59281608760	TLE	1.810					0.013		
20	4.08	UNION PACIFIC RAILROAD	59281626405, 59281626410 & 59281629400	TLE & HE						0.108		0.028
21	4.08	PLASTICS ENGINEERING COMPANY	59281626422	PLE	1.130						0.007	
24	4.08, 4.09, 4.10	PLASTICS ENGINEERING COMPANY	59281629040	FEE & TLE	18.850	0.023		0.023	18.827	0.350		
26	4.08	DENNIS A. STONE	59281626430	TLE	0.363					0.053		
27	4.08	KENNETH SCHILLING	59281626440	TLE	0.118					0.014		
28	4.08	STEPHANIE D. VAN DE WEGHE	59281626450	TLE	0.118					0.014		
29	4.08, 4.09	MEE YANG	59281626460	TLE	0.133					0.015		
31	4.09	PATRICIA H. SIENKIEWICZ	59281626470	TLE	0.133					0.015		
32	4.09	TREE OF LIFE PROPERTIES, LLC	59281626480	TLE	0.133					0.015		
33	4.09	MARK S. BUTZEN	59281626490	TLE	0.133					0.013		
34	4.09	CARRIE S. WILLIAMS	59281626500	TLE	0.178					0.018		
36	4.09	JOHN L. VAN GROTHEEST	59281626510	TLE	0.178					0.014		
37	4.09	LARRY M. & CARLA M. VAN DYKE	59281626520	TLE	0.133					0.010		
38	4.09	MARIA K. ZACHARI PERSONAL ASSET TRUST UTA 08-26-1998	59281626530	TLE	0.133					0.012		
39	4.09	SHAWN R. HANSEN	59281626540	TLE	0.133					0.014		
41	4.09	PAMELA J. NESPODZANY	59281626550	TLE	0.136					0.015		
42	4.09, 4.10	JOSEPH P. BONELLI	59281626560	TLE	0.237					0.026		
43	4.10	FRED J. & NICOLE M. DEKANICH	59281626570	TLE	0.133					0.021		
44	4.10	JAMES N. WAGNER	59281626580	TLE	0.163					0.025		
46	4.10	TIMOTHY STEVENS	59281626590	TLE	0.178					0.028		
47	4.10	GLENN C. & SYLVIA A. MOORE TRUST DATED JENUARY 13, 2006	59281626660	TLE	0.110					0.012		
48	4.10	ACCURATE REPAIRS, LLC A WISCONSIN LIMITED LIABILITY COMPANY	59281626610	HE & TLE	0.095					0.037		0.013
49	4.10	SHEILA & CARLA MATLIN	59281626220	FEE & TLE	0.081	0.003		0.003	0.078	0.011		
51	4.10	ADITHI LLC, A WISCONSIN LIMITED LIABILITY COMPANY	59281708890	HE & TLE	0.275					0.055		0.011
52	4.10	BRUNS CHIROPRACTIC OFFICE, S.C., A WISCONSIN CORPORATION	59281718060	HE & TLE	0.248					0.042		0.013
53	4.10	DANIEL C. WILSON	59281708900	TLE	0.143					0.006		
54	4.10	STEVE M. MUELLER & SARAH A. OPPENEER	59281718050	TLE	0.116					0.005		
55	4.10	RITGER CONSERVATION DEVELOPMENT LLC & WILLIAM WESSING	59281709655	TLE	1.690					0.009		

SCHEDULE OF LAND & INTEREST REQUIRED

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED
100	4.05, 4.07, 4.10	AT&T-WISCONSIN	RELEASE OF RIGHTS
101	4.05, 4.08	PAETEC (a.k.a Windstream)	RELEASE OF RIGHTS

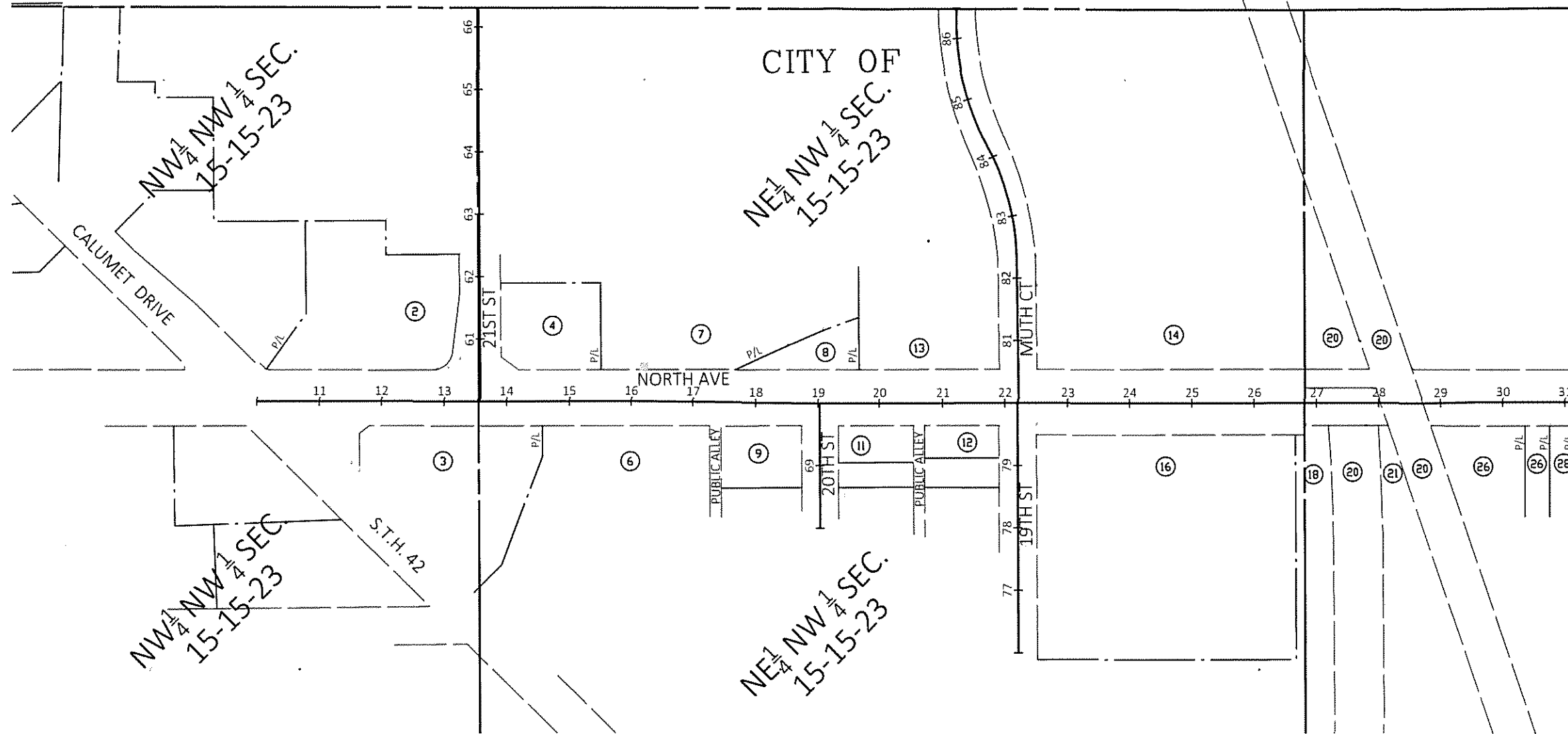
OWNER'S NAME ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTEREST TO THE CITY.

REVISION DATE	DATE 01/30/2018	SCALE, FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER 4996-01-78	PLAT SHEET 4.02
	GRID FACTOR N/A		COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER 4996-01-79	PS&E SHEET E



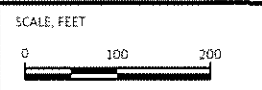
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4



REVISION DATE	_____	_____	_____
_____	_____	_____	_____

DATE	01/30/2018
GRID FACTOR	N/A

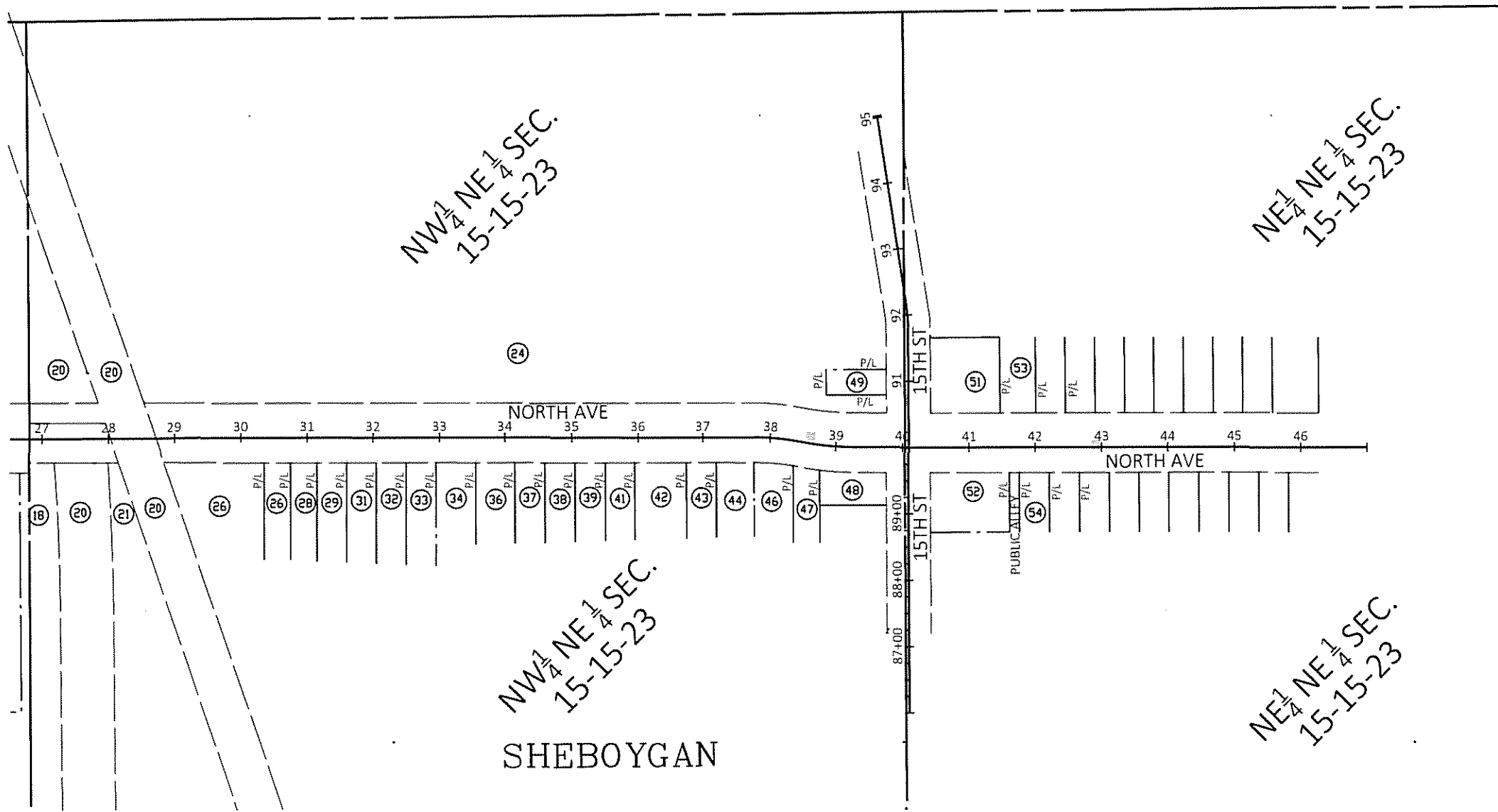


HWY:	NORTH AVE
COUNTY:	SHEBOYGAN

STATE R/W PROJECT NUMBER	4996-01-78
CONSTRUCTION PROJECT NUMBER	4996-01-79

PLAT SHEET	4.03
PS&E SHEET	_____

E



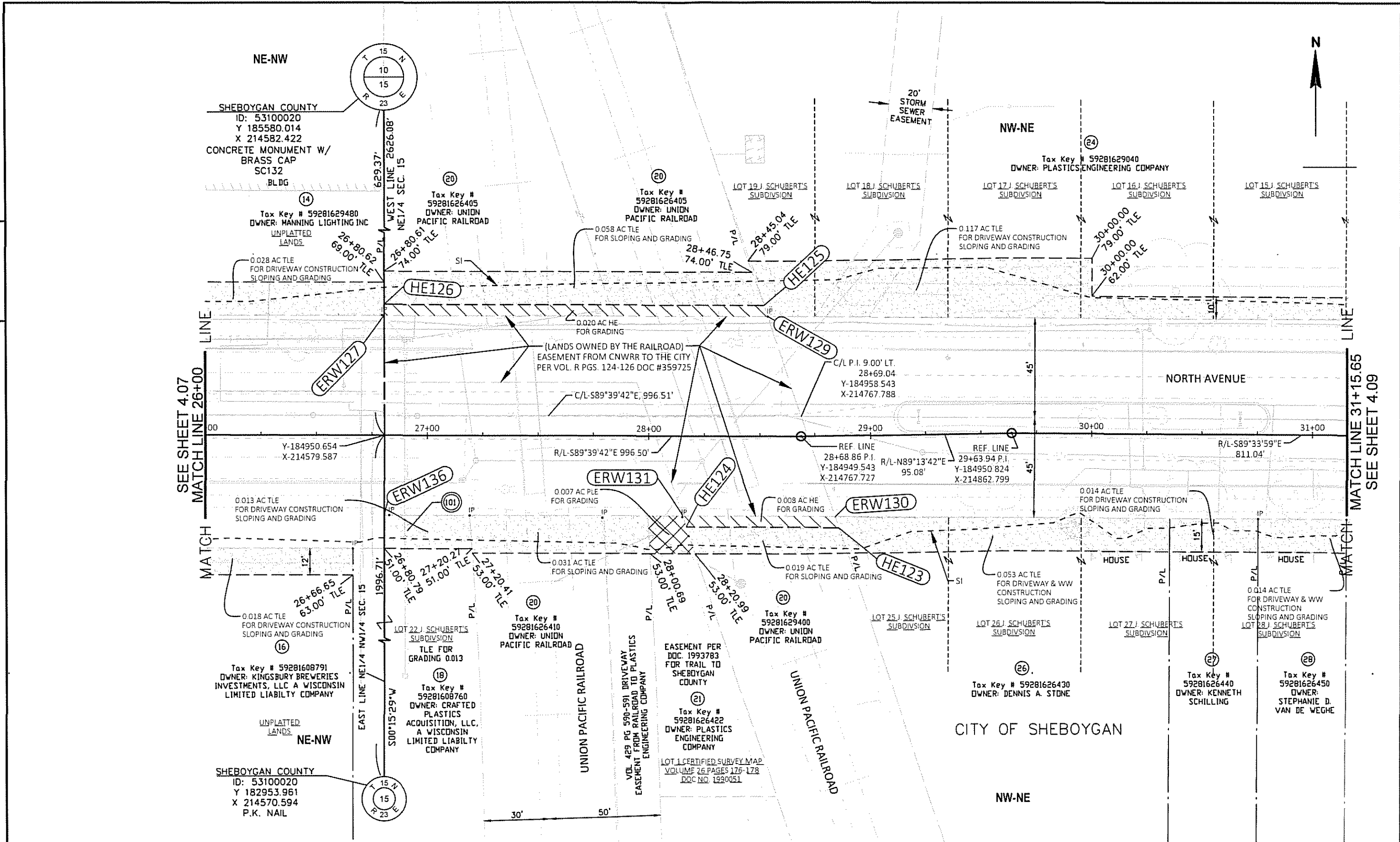
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REVISION DATE	DATE 01/30/2018	SCALE, FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER 4996-01-78	PLAT SHEET 4.04
	GRID FACTOR N/A		COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER 4996-01-79	PS&E SHEET

4

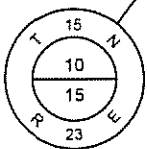
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REVISION DATE	DATE 01/30/2018	SCALE, FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER	4996-01-78	PLAT SHEET	4.08
	GRID FACTOR N/A		COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER	4996-01-79	PS&E SHEET	E



SHEBOYGAN COUNTY
 ID: 53100020
 Y 185580.014
 X 214582.422
 CONCRETE MONUMENT W/
 BRASS CAP



CITY OF SHEBOYGAN

NW-NE

Tax Key # 59281629040
 OWNER: PLASTICS ENGINEERING COMPANY

LOT 14 J SCHUBERT'S SUBDIVISION LOT 13 J SCHUBERT'S SUBDIVISION LOT 12 J SCHUBERT'S SUBDIVISION LOT 11 J SCHUBERT'S SUBDIVISION LOT 10 J SCHUBERT'S SUBDIVISION LOT 9 J SCHUBERT'S SUBDIVISION LOT 8 J SCHUBERT'S SUBDIVISION LOT 7 J SCHUBERT'S SUBDIVISION LOT 6 J SCHUBERT'S SUBDIVISION

0.123 AC TLE
 FOR DRIVEWAY CONSTRUCTION
 SLOPING AND GRADING

628.39'

N89°44'31"W
 434.91'
 TO
 REFERENCE
 LINE
 STATION
 31+15.65

SEE SHEET 4.08
 MATCH LINE 31+15.65

EAST LINE NW1/4 SEC. 15
 1997.69'
 WEST LINE NE1/4 SEC. 15

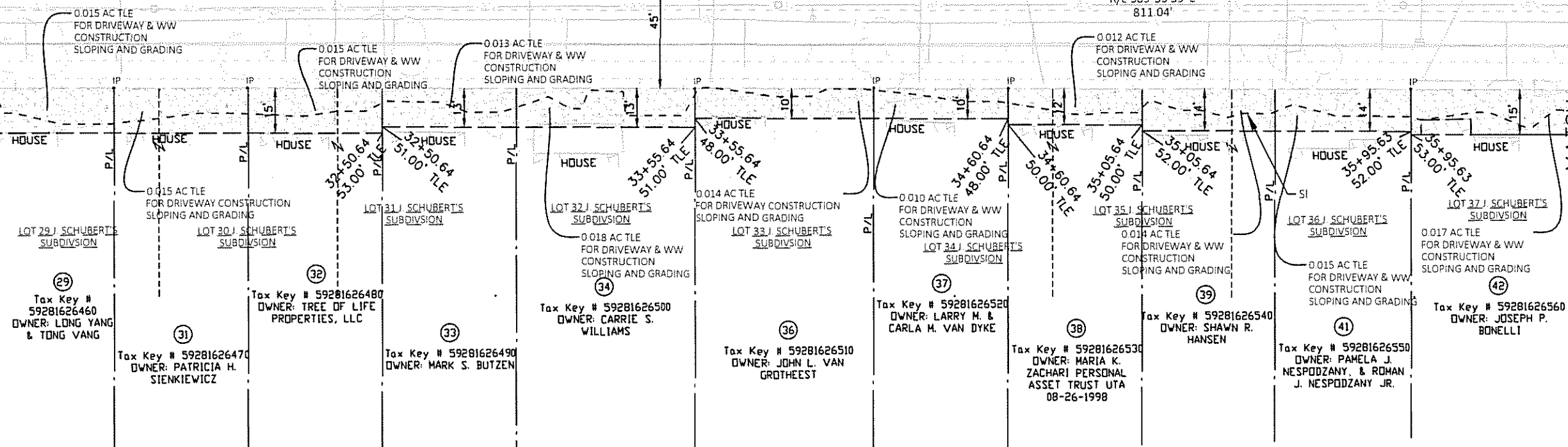
MATCH LINE 31+15.65

C/L-589°33'59"E, 906.11'

NORTH AVENUE

32+00 33+00 34+00 35+00 36+00

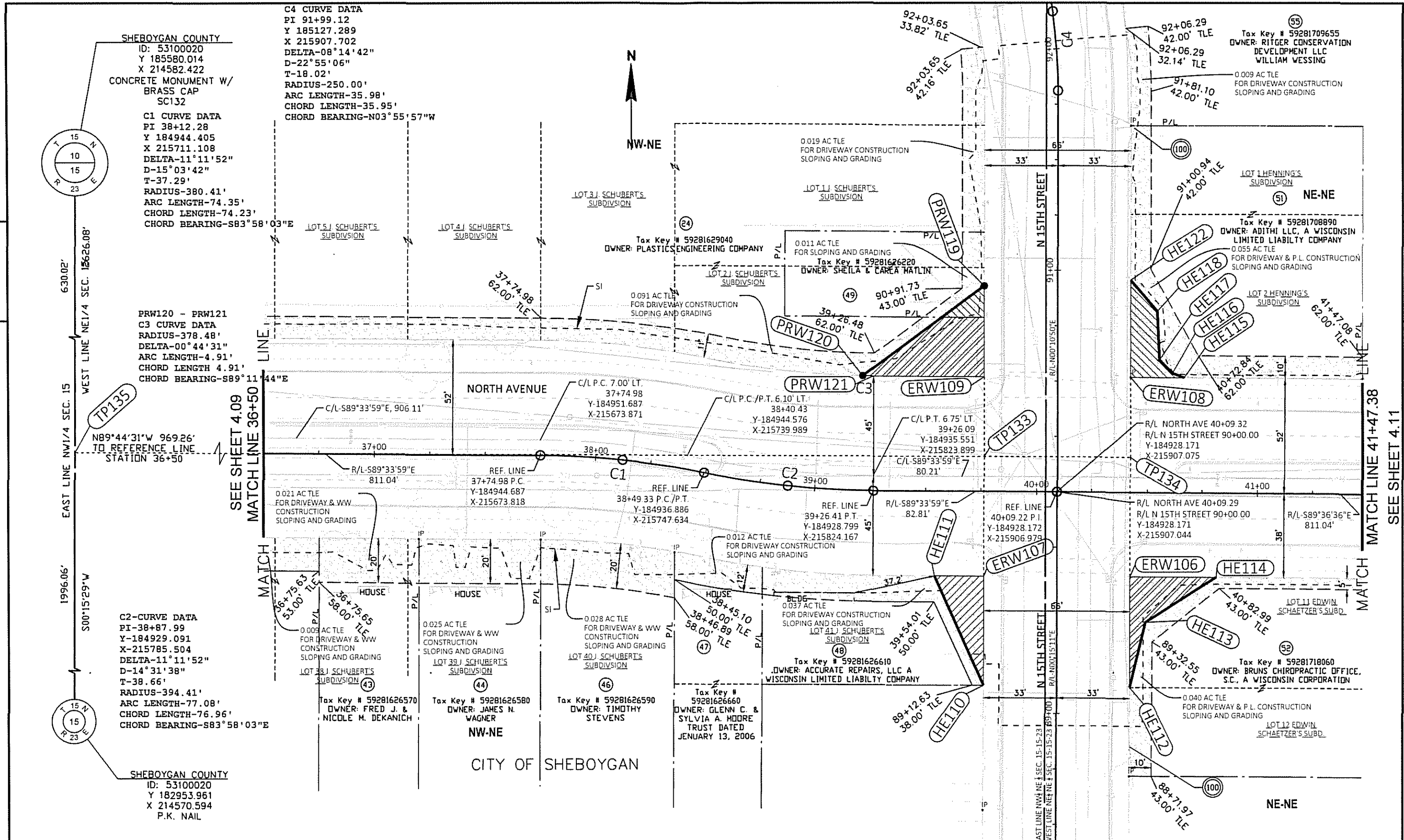
R/L-589°33'59"E
 811.04'



MATCH LINE 36+50
 SEE SHEET 4.10

SHEBOYGAN COUNTY
 ID: 53100020
 Y 182953.961
 X 214570.594
 P.K. NAIL

REVISION DATE	DATE 01/30/2018	SCALE, FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER 4996-01-78	PLAT SHEET 4.09
	GRID FACTOR N/A		COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER 4996-01-79	PS&E SHEET



SHEBOYGAN COUNTY
 ID: 53100020
 Y 185580.014
 X 214582.422
 CONCRETE MONUMENT W/
 BRASS CAP
 SC132

C1 CURVE DATA
 PI 38+12.28
 Y 184944.405
 X 215711.108
 DELTA-11°11'52"
 D-15°03'42"
 T-37.29'
 RADIUS-380.41'
 ARC LENGTH-74.35'
 CHORD LENGTH-74.23'
 CHORD BEARING-S83°58'03"E

PRW120 - PRW121
 C3 CURVE DATA
 RADIUS-378.48'
 DELTA-00°44'31"
 ARC LENGTH-4.91'
 CHORD LENGTH 4.91'
 CHORD BEARING-S89°11'44"E

TP135
 N89°44'31"W 969.26'
 TO REFERENCE LINE
 STATION 36+50

SEE SHEET 4.09
 MATCH LINE 36+50

C2-CURVE DATA
 PI-38+87.99
 Y-184929.091
 X-215785.504
 DELTA-11°11'52"
 D-14°31'38"
 T-38.66'
 RADIUS-394.41'
 ARC LENGTH-77.08'
 CHORD LENGTH-76.96'
 CHORD BEARING-S83°58'03"E

SHEBOYGAN COUNTY
 ID: 53100020
 Y 182953.961
 X 214570.594
 P.K. NAIL

C4 CURVE DATA
 PI 91+99.12
 Y 185127.289
 X 215907.702
 DELTA-08°14'42"
 D-22°55'06"
 T-18.02'
 RADIUS-250.00'
 ARC LENGTH-35.98'
 CHORD LENGTH-35.95'
 CHORD BEARING-N03°55'57"W

LOT 3 J. SCHUBERT'S
 SUBDIVISION
 Tax Key # 59281629040
 OWNER: PLASTICENGINEERING COMPANY

LOT 4 J. SCHUBERT'S
 SUBDIVISION
 Tax Key # 59281626220
 OWNER: SHEILA & CAREA HATLIN

LOT 38 J. SCHUBERT'S
 SUBDIVISION
 Tax Key # 59281626570
 OWNER: FRED J. &
 NICOLE M. DEKANICH

LOT 39 J. SCHUBERT'S
 SUBDIVISION
 Tax Key # 59281626580
 OWNER: JAMES N.
 WAGNER

LOT 40 J. SCHUBERT'S
 SUBDIVISION
 Tax Key # 59281626590
 OWNER: TIMOTHY
 STEVENS

LOT 41 J. SCHUBERT'S
 SUBDIVISION
 Tax Key # 59281626660
 OWNER: GLENN C. &
 SYLVIA A. MOORE
 TRUST DATED
 JANUARY 13, 2006

LOT 1 J. SCHUBERT'S
 SUBDIVISION
 Tax Key # 59281708955
 OWNER: RITGER CONSERVATION
 DEVELOPMENT LLC
 WILLIAM WESSING

LOT 2 HENNING'S
 SUBDIVISION
 Tax Key # 59281708890
 OWNER: ADITHI LLC, A WISCONSIN
 LIMITED LIABILITY COMPANY

LOT 11 EDWIN
 SCHAETZER'S SUBD.
 Tax Key # 59281718060
 OWNER: BRUNS CHIROPRACTIC OFFICE,
 S.C., A WISCONSIN CORPORATION

LOT 12 EDWIN
 SCHAETZER'S SUBD.
 Tax Key # 59281718060
 OWNER: BRUNS CHIROPRACTIC OFFICE,
 S.C., A WISCONSIN CORPORATION

LOT 13 EDWIN
 SCHAETZER'S SUBD.
 Tax Key # 59281718060
 OWNER: BRUNS CHIROPRACTIC OFFICE,
 S.C., A WISCONSIN CORPORATION

LOT 14 EDWIN
 SCHAETZER'S SUBD.
 Tax Key # 59281718060
 OWNER: BRUNS CHIROPRACTIC OFFICE,
 S.C., A WISCONSIN CORPORATION

LOT 15 EDWIN
 SCHAETZER'S SUBD.
 Tax Key # 59281718060
 OWNER: BRUNS CHIROPRACTIC OFFICE,
 S.C., A WISCONSIN CORPORATION



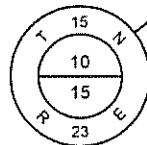
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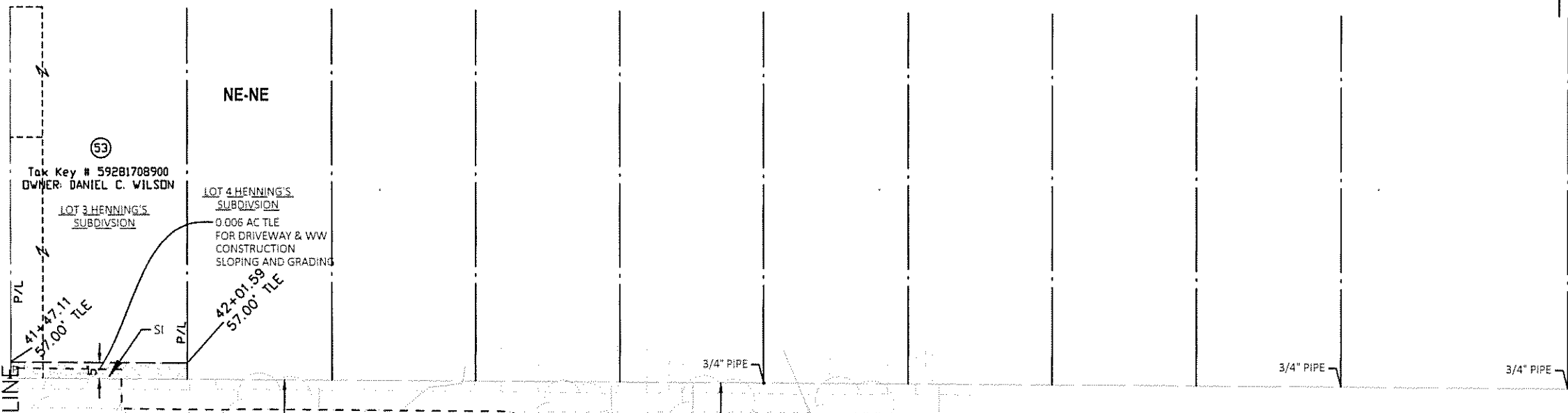
REVISION DATE	DATE 01/30/2018	SCALE, FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER 4996-01-78	PLAT SHEET 4.10
	GRID FACTOR N/A		COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER 4996-01-79	PS&E SHEET E



SHEBOYGAN COUNTY
 ID: 53100020
 Y 185580.014
 X 214582.422
 CONCRETE MONUMENT
 W/ BRASS CAP

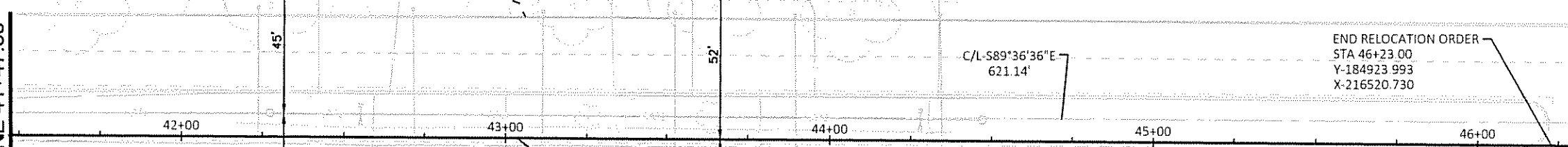


CITY OF SHEBOYGAN



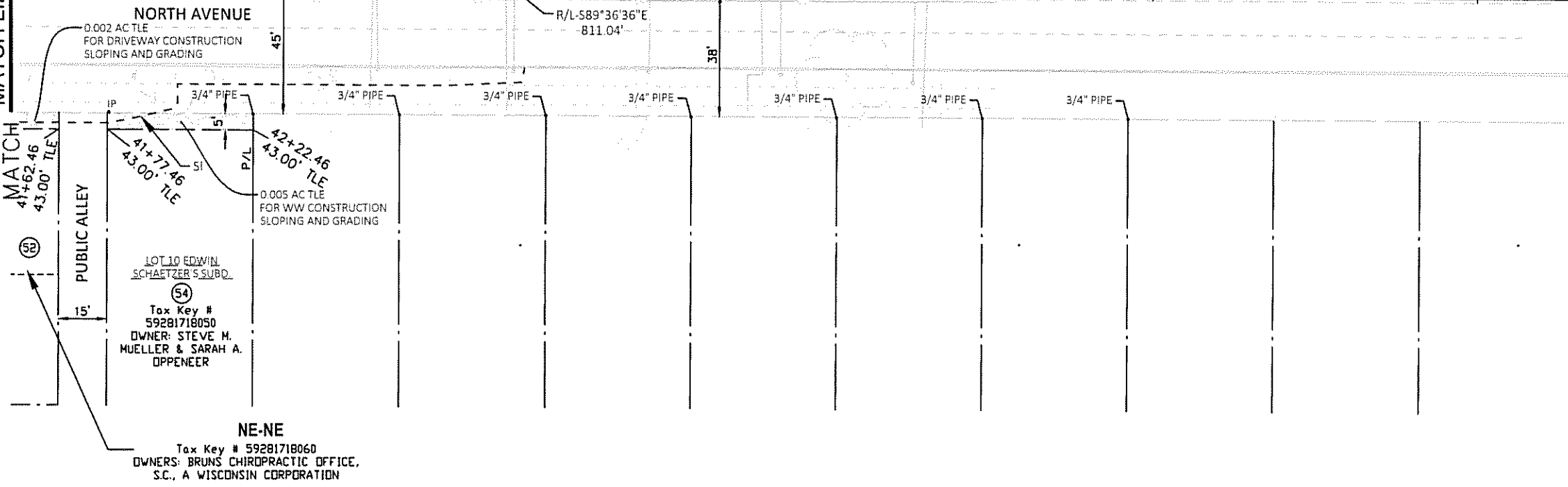
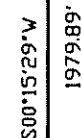
SEE SHEET 4.10
 MATCH LINE 41+47.38

N89°44'31"W 1465.64'
 TO REFERENCE LINE
 STATION 41+47.38



MATCH LINE 41+47.38

SHEBOYGAN COUNTY
 ID: 53100020
 Y 182953.961
 X 214570.594
 P.K NAIL



END RELOCATION ORDER
 STA 46+23.00
 Y-184923.993
 X-216520.730

REVISION DATE	DATE 01/30/2018	SCALE, FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER 4996-01-78	PLAT SHEET 4.11
	GRID FACTOR N/A		COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER 4996-01-79	PS&E SHEET

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	TP135	S00°15'29"W	630.02'
TP135	TP133	S89°44'31"E	1294.54'
TP133	ERW109	N00° 10' 50"E	36.00'
ERW109	PRW121	N89° 33' 59"W	50.00'
PRW121	PRW120	SEE CURVE DATA	
PRW120	PRW119	N53° 36' 09"E	68.38'
PRW119	ERW109	S00°10'50"W	41.02'

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
HE114	North Ave	40+81.53	38.00 RT	184889.680	215979.027
ERW106	North Ave	40+42.38	38.00 RT	184889.947	215939.876
ERW107	North Ave	39+76.41	38.25 RT	184890.172	215873.876
HE111	North Ave	39+54.14	38.25 RT	184890.340	215851.604
TP134	North Ave	40+42.26	15.93 LT	184943.872	215940.124
TP133	North Ave	39+76.25	15.75 LT	184944.170	215874.125
TP135	North Ave	26+80.72	0.65 RT	184950.000	214579.584
HE115	North Ave	40+66.43	52.00 LT	184979.781	215964.541
ERW108	North Ave	40+42.13	52.00 LT	184979.947	215940.238
ERW109	North Ave	39+76.09	51.75 LT	184980.171	215874.238
PRW121	North Ave	39+26.04	51.75 LT	184980.550	215824.239
PRW120	North Ave	39+20.39	51.74 LT	184980.619	215819.326
HE116	North Ave	40+61.12	54.00 LT	184981.817	215959.244

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
ERW100	North Ave	21+90.10	36.00 RT	184917.551	214088.764
PRW101	North Ave	21+83.75	36.00 RT	184917.589	214082.419
TP139	North Ave	26+80.72	0.00	184950.654	214579.587
TP137	North Ave	22+50.87	0.00	184953.192	214149.743
TP138	North Ave	21+90.04	0.00	184953.551	214088.914
PRW104	North Ave	22+58.64	54.00 LT	185007.145	214157.838
ERW105	North Ave	22+50.31	54.00 LT	185007.194	214149.504

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	TP139	S00°15'29"W	629.37'
TP139	TP138	N89°39'24"W	490.68'
TP138	ERW100	S00° 14' 18"W	36.00'
ERW100	PRW102	S00° 14' 18"W	19.20'
PRW102	PRW101	N18° 02' 27"W	20.23'
PRW101	ERW100	S89° 39' 42"E	6.35'

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	TP135	S00°15'29"W	630.02'
TP135	TP133	S89°44'31"E	1294.54'
TP133	ERW107	S00° 15' 11"W	54.00'
ERW107	HE110	S00° 15' 11"W	49.22'
HE110	HE111	N24° 03' 49"W	54.09'
HE111	ERW107	S89° 33' 59"E	22.27'

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
PRW103	Muth Ct	80+80.37	30.00 RT	185033.869	214149.386

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	TP139	S00°15'29"W	629.37'
TP139	TP137	N89°39'24"W	429.85'
TP137	ERW105	N00° 15' 14"W	54.00'
ERW105	PRW103	N00° 15' 14"W	26.68'
PRW103	PRW104	S17° 33' 07"E	28.03'
PRW104	ERW105	N89° 39' 42"W	8.33'

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	TP135	S00°15'29"W	630.02'
TP135	TP134	S89°44'31"E	1360.55'
TP134	ERW106	S00° 15' 11"W	53.93'
ERW106	HE114	S89° 36' 36"E	39.15'
HE114	HE113	S57° 51' 06"W	38.08'
HE113	HE112	S13° 37' 30"W	30.27'
HE112	ERW106	N00° 15' 11"E	49.95'

SHEET 4.10

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
PRW102	N 19th St	79+44.85	30.00 LT	184898.354	214088.684

SHEET 4.07

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	TP135	S00°15'29"W	630.02'
TP135	TP134	S89°44'31"E	1360.55'
TP134	ERW108	N00° 10' 50"E	36.07'
ERW108	HE122	N00° 10' 50"E	43.91'
HE122	HE118	S40° 30' 40"E	18.41'
HE118	HE117	S02° 25' 18"E	22.03'
HE117	HE116	S44° 42' 53"E	8.50'
HE116	HE115	S68° 58' 27"E	5.68'
HE115	ERW108	N89° 36' 35"W	24.30'

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
HE112	N 15th St	89+11.97	33.00 RT	184840.001	215939.655
HE110	N 15th St	89+12.63	33.00 LT	184840.952	215873.659
HE113	N 15th St	89+41.42	40.00 RT	184869.417	215946.785

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	HE126	S00°15'29"W	570.37'
HE126	ERW127	S00°15'29"W	5.00'
ERW127	EW129	S89°40'13"E	172.90'
EW129	HE125	N18°27'25"W	5.28'
HE125	HE126	N89°40'13"W	171.21'

SHEET 4.08

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
HE117	N 15th St	90+59.83	46.00 RT	184987.858	215953.263
HE118	N 15th St	90+81.84	45.00 RT	185009.865	215952.332
PRW119	N 15th St	90+92.92	33.00 LT	185021.195	215874.367
HE122	N 15th St	90+95.79	33.00 RT	185023.858	215940.376

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	ERW136	S00°15'29"W	665.37'
ERW136	ERW131	S89°39'42"E	134.41'
ERW131	ERW130	S89°38'26"E	69.00'
ERW130	HE123	S18°27'25"E	5.28'
HE123	HE124	N89°38'26"W	69.01'
HE124	ERW131	N18°31'23"W	5.28'

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
HE123	North Ave	28+85.10	41.35 RT	184908.417	214784.518
HE124	North Ave	28+16.89	41.00 RT	184908.850	214715.515
ERW130	North Ave	28+83.49	36.32 RT	184913.428	214782.846
ERW131	North Ave	28+15.18	36.00 RT	184913.861	214713.836
ERW136	North Ave	26+80.77	36.00 RT	184914.655	214579.425
ERW129	North Ave	28+53.54	54.03 LT	185003.659	214752.730
ERW127	North Ave	26+80.64	54.00 LT	185004.654	214579.831
HE125	North Ave	28+51.84	59.03 LT	185008.668	214751.058
HE126	North Ave	26+80.64	59.00 LT	185009.654	214579.853

REVISION DATE	DATE 01/30/2018	SCALE, FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER 4996-01-78	PLAT SHEET 4.12
	GRID FACTOR N/A		COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER 4996-01-79	PS&E SHEET

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution, being a Relocation Order of the City of Sheboygan, Sheboygan County, Wisconsin.

REPORT PREPARED BY: Ryan Sazama, City Engineer and Kevin Jump, Civil Engineer/Project Manager

REPORT DATE: June 26, 2018

MEETING DATE: July 10, 2018

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: The reconstruction of North Avenue will require the purchase of right-of-way or temporary easements for the reconstruction of North Avenue between Calumet Drive and North 13th Street to allow the project to be constructed to meet the current needs of the roadway and to meet current standards.

STAFF COMMENTS: This project is the reconstruction of North Avenue between Calumet Drive and North 13th Street. This project is scheduled to be constructed in 2019.

ACTION REQUESTED: Motion to approve Res. No. 51-18-19 A resolution, being a Relocation Order of the City of Sheboygan, Sheboygan County, Wisconsin.

ATTACHMENTS:

- I. Res. No. 51-18-19
- II. Project 4996-01-78 Project Plat

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A RESOLUTION authorizing a professional services agreement with Ruckert-Mielke for the design phase of the Southside Sanitary Sewer Study for the City of Sheboygan.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 5, 2018

MEETING DATE: July 10, 2018

FISCAL SUMMARY:

Budget Line Item: 60134110-521900
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: On February 21, 2018, the City of Sheboygan went out to bid for the construction of the SouthPointe Enterprise Campus. On March 14, 2018, bids were received and opened for the construction of the SouthPointe Enterprise Campus. PTS Contractors, Inc. was the low bidder at a bid price of \$10,528,444.15.

As part of the SouthPointe Enterprise Campus development the sanitary sewers were evaluated to determine future capacity. Since much of this area was originally Town of Wilson developed much of the sanitary sewer system will need improvements. Ruckert-Mielke did the entire design and permitting for the SouthPointe Enterprise Campus and did some initial study. Based upon their initial work, the sanitary sewer network will need a complete evaluation with recommended improvements.

STAFF COMMENTS: This contract will help the department establish design and construction parameters for future sanitary sewer improvements. This work is critical with the new SouthPointe Enterprise Campus and future road improvements to Weeden Creek Road (CTH EE). In addition, this work will be shared with the Town of Wilson as part of our memorandum of understanding since the sanitary collection system is a shared network, with each municipality owning its own infrastructure but having sewage flow from one another, eliminating duplicate systems.

ACTION REQUESTED: Motion to approve Res. No. 52-18-19 A resolution authorizing the appropriate City Officials to enter into a contract with Ruckert-Mielke for the Southside Sanitary Sewer Study for a cost of \$97,560.

ATTACHMENTS:

- I. Res. No. 52-18-19
- II. Consultant cost submittal for the Southside Sanitary Sewer Study.

III

5.8

Res. No. 52 - 18 - 19. By Alderperson Wolf. July 2, 2018.

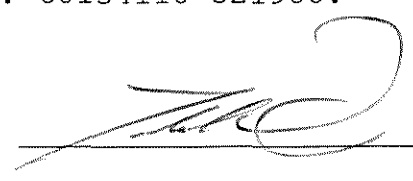
A RESOLUTION authorizing a professional services agreement with Ruckert-Mielke for the design phase of the Southside Sanitary Sewer Study for the City of Sheboygan.

WHEREAS, the City is acting as the lead agency for the Southside Sanitary Sewer Study; and

WHEREAS, the proposal for services submitted by Ruckert-Mielke was considered the most justifiable after being reviewed by a team of City Staff.

RESOLVED: That the proposal of Ruckert-Mielke for the design phase of the Southside Sanitary Sewer Study is deemed most advantageous, and the appropriate City officials are hereby authorized to enter into a professional service agreement with Ruckert-Mielke in an amount not to exceed \$97,560; payment from Account No. 60134110-521900.

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

June 13, 2018

Mr. David H. Biebel
Director of Public Works
Department of Public Works
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081-4714

RE: Southside Sewer Study

Dear Mr. Biebel:

Based upon our previous discussions, we have prepared the following Scope of Services for a study of the future sanitary sewer needs for an area on the south side of the City of Sheboygan in the City and Town of Wilson.

Our client will be the City of Sheboygan and the Study will be led and directed by you. Participation by others including the Town of Wilson, Bay Lake Regional Planning Commission, the Wisconsin Department of Natural Resources, Aldrich Chemical, Alliant Energy, Kohler Company and Village of Kohler, will be through you.

Flow Metering

Currently, the City is conducting flow metering at 5 manholes in sections of the existing sanitary sewerage system in the Study area. As the Study progresses, additional flow metering may be necessary at additional locations in order to determine the current remaining capacity in the critical segments of the existing sewers. We have been compiling the flow data received from the City as a result of this flow metering and will be summarizing this information in our final report.

Study Area

The tentative area to be included in this Study is depicted in Figure 1 and is roughly described as the Alliant Energy Power Line Corridor north of Weeden Creek Road on the north, the southern boundary of the City's existing Sanitary Sewer Service Area on the south, Lake Michigan on the east and the UPRR tracks on the west (including the Aldrich Chemical and Alliant Energies properties). Additional Study Area may be added to the west after we have met with major stakeholders in that region.

~8000-00000 Miscellaneous Project Files > 100 General Services > Correspondence > Biebel-20180613-Southside Sewer Study.docx~

Waukesha, WI • Kenosha, WI • Madison, WI • Chicago, IL • Global Water Center, WI • Fox Valley, WI
www.ruekertmielke.com

Mr. David H. Biebel
City of Sheboygan
June 13, 2018
Page 2

Land Use

We have obtained a map of the City's future land use in the Study Area from Vandewalle & Associates. We will digitize this information and utilize it for the determination of future flows. We will also check this document against the future land use map utilized by Bay Lake Regional Planning Commission for consistency.

We will utilize the current mapping from Bay Lake regional Planning Commission with regard to Environmentally Sensitive Areas (ESA's) that are to be excluded from sewer service areas per Wisconsin Administrative Code NR 121.05(1)(g) 2.c.

Flow Coefficients

Based upon our experience and established guidelines, we will derive sewage flow coefficients for each of the various land uses in the Study Area. We will review these coefficients with you and, upon concurrence, utilize these going forward.

Sewage Flow Subbasins

Utilizing existing topographic information and mapping from Sheboygan County, we will divide the Study Area into appropriately sized subbasins for flow derivation purposes.

Flow Development

With the land use, flow coefficients and subbasin boundaries determined, we will calculate flows for each subbasin in tabular form and on an appropriately scaled map.

Existing Flows and Remaining Capacities in Existing Sewerage System

Based upon flow metering efforts by the City and review of City-provided record drawings, we will estimate the existing and ultimate flow capacity of the existing sanitary sewerage system in the Study Area tributary to the existing sewage pump station on Lakeshore Drive. During our previous work on the SouthPointe Enterprise Campus project, we have determined the existing capacity of the Lakeshore Drive pump station.

Sewage Flow Routing

With subbasin sewage flows determined, we will look at various scenarios for routing the sewage flows from the Study Area to the Lakeshore Drive Sewage Pump Station. We will look at options of utilizing the existing sewer interceptor system, expansions in size of all or portions of the existing sewer interceptor system and new sewers 12-in and larger.

Mr. David H. Biebel
City of Sheboygan
June 13, 2018
Page 3

Geotechnical Analysis

We will do a desktop analysis of the existing geotechnical aspects of the proposed work in Weeden Creek Road due to the perceived soil and groundwater conditions.

Cost Estimates

We will prepare estimates of construction costs of the feasible alternative solutions.

Field Survey Work

Some field survey work may be required to verify invert elevations of existing sewers at critical points. We have included one day of field survey in this proposal.

Sewage Pump Station Alternative Analysis

As mentioned above, we have already determined the existing firm capacity of the Lakeshore Drive sewage pump station. With the new flows determined in this Study, we will prepare a cost estimate of the necessary upgrades and modifications to the existing pump station to accommodate the new flows from the Study Area. We will also prepare a cost estimate for a new replacement sewage pump station for comparative purposes. We will consider staged improvements/construction since the ultimate Study Area flows will not occur all at once.

Final Report

We will prepare a letter report of our findings and recommendations. The report will include a summary of our findings along with appropriate exhibits, figures and cost estimates.

Meetings

The number of meetings between City Staff and ourselves is not known at this time due to the uncertainty of the involvement of other parties including the Town of Wilson, Bay Lake Regional Planning Commission, Department of Natural Resources, Aldrich Chemical, Alliant Energies, Village of Kohler and Kohler Company. For purposes of this proposal, we have included a total of 7 – 2-hour meetings with City Staff and others as directed by the City. *Additional meetings as requested by the City would be invoiced at our hourly rates.*

Intermunicipal Agreement

We are available to assist the City in discussions regarding the operation and ownership of the facilities detailed in the Study. *We propose these discussions and associated meetings*

Mr. David H. Biebel
City of Sheboygan
June 13, 2018
Page 4

would be invoiced at our hourly rates since the scope and duration of these meetings is unknown at this time.

Regulatory Agency Meetings and Discussions

We believe strongly that involvement and concurrence by both the Bay Lake Regional Planning Commission and the Wisconsin Department of Natural Resources in the final Study outcome and recommendations is very important for the City's future since this Study will be the basis for all future sanitary sewer extensions in the Study Area.

We would be available to present and discuss our findings and recommendations as the City sees fit.

Schedule

Assuming we are given a notice to proceed by July 1, 2018, we believe we will have a preliminary report ready for review by the City by January 1, 2019 and a final report by May 1, 2019 in time for preparation of the City's sanitary sewer capital budgeting.

General Project Administration

The Project Manager for this study will be Andy Petersen. Andy has significant experience in these types of studies having completed many during his tenure at Ruekert & Mielke.

City's Responsibilities

In order for us to perform our work, we assume the City will provide the following in a timely manner:

1. Flow Metering.
2. Provide contact information for Aldrich Chemical, Village of Kohler, Kohler Company.
3. Coordination with outside entities including Town of Wilson, Bay Lake Regional Planning Commission, Wisconsin Department of Natural Resources, Aldrich Chemical, Alliant Energy, Kohler Company, and Village of Kohler.
4. Review and comment on preliminary drafts of Study.

Mr. David H. Biebel
City of Sheboygan
June 13, 2018
Page 5

Based upon the above Scope of Services, we propose to complete this study at a cost not to exceed \$ 97,560. We have attached a spreadsheet showing the breakdown of the estimated hours for this study.

If this proposal meets with the City's approval, we will prepare an appropriate Agreement for Professional Services for ratification by the City.

We look forward to working the City on this very important piece of the City's future.

Very truly yours,

RUEKERT & MIELKE, INC.



Joseph W. Eberle, P.E. (WI, IL, MN)
Senior Project Manager
jeberle@ruekert-mielke.com



Anthony D. Petersen, P.E.
Senior Project Manager
apetersen@ruekert-mielke.com


JWE:sjs

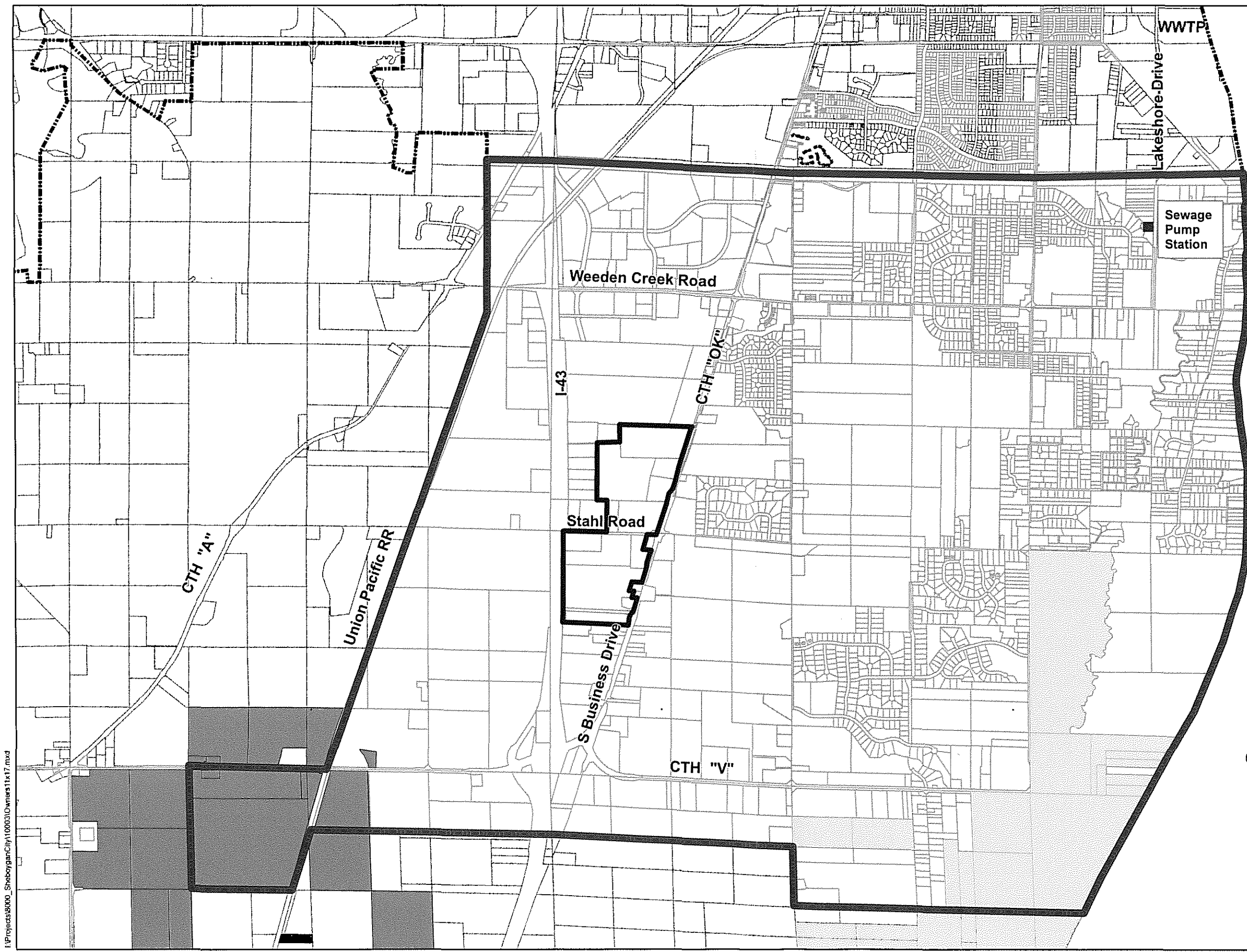
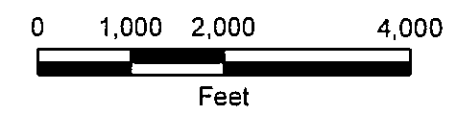
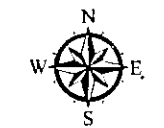
Enclosures: Study Area Map
Estimated Hours Spreadsheet

cc: Chad D. Pelishek, City of Sheboygan
Ryan J. Sazama PE, AIA, City of Sheboygan
David W. Arnott, P.E., Ruekert & Mielke, Inc.
File

Figure 1
Southwest Sewer Service Study Area

Legend

-  SouthPointe Enterprise Campus
-  Existing SSA Boundary
-  Study Area
-  State Owned Lands
-  Aldrich Properties



**South Side Sanitary Sewer Study
City of Sheboygan - Town of Wilson
8000-10003.100**

Last Edited: 6/13/2018

Initials	Joe Eberle JVE	Andy Petersen ADP	Peter Gesch PG	Pat Wohlens PTW	Mark Van Woelden MBV	Dave Amott DWA	Maureen McBroon MAM	Aaron Kueger AK1	Delbee Anderson DLA	Chris Ruetten CJR	Andy Lachner AFL	Scott Danahue SAD	Sue Shird SJS	Subconsultant Dollars	Task Total w/o Expenses	Task Total Expenses	Task Total Dollars
Employee Class	E7	E6	E2	E7	E4	E6	EC	ET2	GIS	PLS	CC	ST3	AA				
Hourly Rates	\$ 185.00	\$ 165.00	\$ 114.00	\$ 175.00	\$ 142.00	\$ 165.00	\$ 141.00	\$ 102.00	\$ 129.00	\$ 128.00	\$ 117.00	\$ 85.00	\$ 72.00				
Preliminary Study and Report																	
Prepare Overall Project Schedule		4													\$ 660.00	\$ 660.00	\$ 660.00
Project Management		20													\$ 3,300.00	\$ 3,300.00	\$ 3,300.00
Coordinate with City of Sheboygan for Collection of Flow Meter Data by Foth		4													\$ 660.00	\$ 660.00	\$ 660.00
Review, Chart and Analyze Flow Meter Data Collected at 5 Sites (January - August 2018)		40													\$ 6,600.00	\$ 6,600.00	\$ 6,600.00
Review Records of Existing Downstream Sewage Collection Facilities		4	8												\$ 1,572.00	\$ 1,572.00	\$ 1,572.00
Analyze Approximate Remaining Capacity in Existing Downstream Sewers															\$ -	\$ -	\$ -
Analyze Approximate Remaining Capacity in Existing Downstream Sewage Pumping Station				2	4	2									\$ 1,248.00	\$ 1,248.00	\$ 1,248.00
City of Sheboygan Design Requirements	2	2													\$ 700.00	\$ 700.00	\$ 700.00
Town of Wilson Design Requirements	2	2													\$ 700.00	\$ 700.00	\$ 700.00
Coordinate Study Area Limits with City of Sheboygan and Town of Wilson	1	1													\$ 350.00	\$ 350.00	\$ 350.00
Ultimate Service Area Determination	4	4						2							\$ 1,604.00	\$ 1,604.00	\$ 1,604.00
Obtain Future Land Use Projection Information from Vandewalle & Associates									2						\$ 258.00	\$ 258.00	\$ 258.00
Obtain Future Land Use Information from Bay Lakes	2	2													\$ 700.00	\$ 700.00	\$ 700.00
Develop Future Land Use Plan for Study per City and Bay Lake Criteria	4	8													\$ 2,060.00	\$ 2,060.00	\$ 2,060.00
Prepare Base Drawing for Preliminary Study Exhibits	1	2						4							\$ 923.00	\$ 923.00	\$ 923.00
Prepare Existing Mapping of Project Corridor for Preliminary Study Exhibits	4	8	32					40	20						\$ 12,368.00	\$ 250.00	\$ 12,618.00
Topography and Air Photo															\$ -	\$ -	\$ -
Study Area and Sewerage Subbasins															\$ -	\$ -	\$ -
Existing Collection System															\$ -	\$ -	\$ -
Future Land Use															\$ -	\$ -	\$ -
Routing Alternatives															\$ -	\$ -	\$ -
Recommended Routing Plan															\$ -	\$ -	\$ -
Determine Flow Coefficients for Each Development Type		2											1		\$ 402.00	\$ 402.00	\$ 402.00
Divide Study Area into Smaller Sewerage Subbasins	1	2	8					4							\$ 1,835.00	\$ 1,835.00	\$ 1,835.00
Prepare Sewage Flow Generation Tables		2	8												\$ 1,242.00	\$ 1,242.00	\$ 1,242.00
Preliminary Pipe Sizing & Depth			16												\$ 1,824.00	\$ 1,824.00	\$ 1,824.00
Field Survey (If Necessary)										2	8	8			\$ 1,872.00	\$ 240.00	\$ 2,112.00
Contact Diggers' Hotline															\$ -	\$ -	\$ -
Review Existing Utility Mapping Provided by Others															\$ -	\$ -	\$ -
Provide Survey Control															\$ -	\$ -	\$ -
Perform Topographic Survey of Critical Existing Elements Along Proposed Routes															\$ -	\$ -	\$ -
Process Survey Downloads and Analyze Data															\$ -	\$ -	\$ -
Perform Adjustments of Survey Data															\$ -	\$ -	\$ -
Prepare Base Drawing of Collected Survey Data								4							\$ 408.00	\$ 408.00	\$ 408.00
Sanitary Sewer Improvement Alternatives	8	24	40												\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Verify Pipe Sizing and Hydraulics															\$ -	\$ -	\$ -
Determine Preliminary Interceptor/Trunk Sewer Routes															\$ -	\$ -	\$ -
Recommended Plan															\$ -	\$ -	\$ -
Sewage Pump Station Improvement Alternatives		4	4	16	16										\$ 6,272.00	\$ 6,272.00	\$ 6,272.00
Finalize Design Flows															\$ -	\$ -	\$ -
Perform Hydraulic Calculations															\$ -	\$ -	\$ -
Upgrade Existing Pump Station vs. New Pump Station Analysis															\$ -	\$ -	\$ -
Evaluate Alternative Pump Station Site Location															\$ -	\$ -	\$ -
Recommended Plan															\$ -	\$ -	\$ -
Prepare Draft Report	4	32	4	2	4								4		\$ 7,682.00	\$ 100.00	\$ 7,782.00
Proposed Pipeline Installation Methods															\$ -	\$ -	\$ -
Open Cut Section Design Parameters and Options															\$ -	\$ -	\$ -
Typical Trench Sections															\$ -	\$ -	\$ -
Bedding and Cover															\$ -	\$ -	\$ -
Backfill															\$ -	\$ -	\$ -
Desktop Wetland Investigations								4							\$ 564.00	\$ 564.00	\$ 564.00
Trenchless Section Design Parameters and Options															\$ -	\$ -	\$ -
Geotechnical Impacts														\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	
Review Feasible Trenchless Construction Methods															\$ -	\$ -	\$ -
Connection to Existing Systems															\$ -	\$ -	\$ -
Bid Strategies															\$ -	\$ -	\$ -
Traffic Impacts, Noise, and Odors															\$ -	\$ -	\$ -
Future Connections to Facilities															\$ -	\$ -	\$ -
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Future Services															\$ -	\$ -	\$ -
Pipe Material Selection															\$ -	\$ -	\$ -
Natural Resource Impacts								8							\$ 1,128.00	\$ 1,128.00	\$ 1,128.00
Restoration															\$ -	\$ -	\$ -
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Wetlands and Waterway Restoration								4							\$ 564.00	\$ 564.00	\$ 564.00
Future Maintenance Access															\$ -	\$ -	\$ -
Submit Draft Report for Initial Review		2						1							\$ 432.00	\$ 432.00	\$ 432.00
City of Sheboygan, Town of Wilson, Bay Lake, DNR, Other Stakeholders															\$ -	\$ -	\$ -

South Side Sanitary Sewer Study City of Sheboygan - Town of Wilson 8000-10003.100																Last Edited: 6/13/2018		
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Employee Class	E7	E6	E2	E7	E4	E6	EC	ET2	GIS	PLS	CC	ST3	AA					
Hourly Rates	\$ 185.00	\$ 165.00	\$ 114.00	\$ 175.00	\$ 142.00	\$ 165.00	\$ 141.00	\$ 102.00	\$ 129.00	\$ 128.00	\$ 117.00	\$ 85.00	\$ 72.00		w/o Expenses	Expenses	Dollars	
Prepare Final Report	4	16		2	8								4	\$ 5,154.00	\$ 50.00	\$ 5,204.00		
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June 13, 2018

Mr. David H. Biebel
Director of Public Works
Department of Public Works
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081-4714

RE: Southside Sewer Study

Dear Mr. Biebel:

Based upon our previous discussions, we have prepared the following Scope of Services for a study of the future sanitary sewer needs for an area on the south side of the City of Sheboygan in the City and Town of Wilson.

Our client will be the City of Sheboygan and the Study will be led and directed by you. Participation by others including the Town of Wilson, Bay Lake Regional Planning Commission, the Wisconsin Department of Natural Resources, Aldrich Chemical, Alliant Energy, Kohler Company and Village of Kohler, will be through you.

Flow Metering

Currently, the City is conducting flow metering at 5 manholes in sections of the existing sanitary sewerage system in the Study area. As the Study progresses, additional flow metering may be necessary at additional locations in order to determine the current remaining capacity in the critical segments of the existing sewers. We have been compiling the flow data received from the City as a result of this flow metering and will be summarizing this information in our final report.

Study Area

The tentative area to be included in this Study is depicted in Figure 1 and is roughly described as the Alliant Energy Power Line Corridor north of Weeden Creek Road on the north, the southern boundary of the City's existing Sanitary Sewer Service Area on the south, Lake Michigan on the east and the UPRR tracks on the west (including the Aldrich Chemical and Alliant Energies properties). Additional Study Area may be added to the west after we have met with major stakeholders in that region.

Mr. David H. Biebel
City of Sheboygan
June 13, 2018
Page 2

Land Use

We have obtained a map of the City's future land use in the Study Area from Vandewalle & Associates. We will digitize this information and utilize it for the determination of future flows. We will also check this document against the future land use map utilized by Bay Lake Regional Planning Commission for consistency.

We will utilize the current mapping from Bay Lake regional Planning Commission with regard to Environmentally Sensitive Areas (ESA's) that are to be excluded from sewer service areas per Wisconsin Administrative Code NR 121.05(1)(g) 2.c.

Flow Coefficients

Based upon our experience and established guidelines, we will derive sewage flow coefficients for each of the various land uses in the Study Area. We will review these coefficients with you and, upon concurrence, utilize these going forward.

Sewage Flow Subbasins

Utilizing existing topographic information and mapping from Sheboygan County, we will divide the Study Area into appropriately sized subbasins for flow derivation purposes.

Flow Development

With the land use, flow coefficients and subbasin boundaries determined, we will calculate flows for each subbasin in tabular form and on an appropriately scaled map.

Existing Flows and Remaining Capacities in Existing Sewerage System

Based upon flow metering efforts by the City and review of City-provided record drawings, we will estimate the existing and ultimate flow capacity of the existing sanitary sewerage system in the Study Area tributary to the existing sewage pump station on Lakeshore Drive. During our previous work on the SouthPointe Enterprise Campus project, we have determined the existing capacity of the Lakeshore Drive pump station.

Sewage Flow Routing

With subbasin sewage flows determined, we will look at various scenarios for routing the sewage flows from the Study Area to the Lakeshore Drive Sewage Pump Station. We will look at options of utilizing the existing sewer interceptor system, expansions in size of all or portions of the existing sewer interceptor system and new sewers 12-in and larger.

Mr. David H. Biebel
City of Sheboygan
June 13, 2018
Page 3

Geotechnical Analysis

We will do a desktop analysis of the existing geotechnical aspects of the proposed work in Weeden Creek Road due to the perceived soil and groundwater conditions.

Cost Estimates

We will prepare estimates of construction costs of the feasible alternative solutions.

Field Survey Work

Some field survey work may be required to verify invert elevations of existing sewers at critical points. We have included one day of field survey in this proposal.

Sewage Pump Station Alternative Analysis

As mentioned above, we have already determined the existing firm capacity of the Lakeshore Drive sewage pump station. With the new flows determined in this Study, we will prepare a cost estimate of the necessary upgrades and modifications to the existing pump station to accommodate the new flows from the Study Area. We will also prepare a cost estimate for a new replacement sewage pump station for comparative purposes. We will consider staged improvements/construction since the ultimate Study Area flows will not occur all at once.

Final Report

We will prepare a letter report of our findings and recommendations. The report will include a summary of our findings along with appropriate exhibits, figures and cost estimates.

Meetings

The number of meetings between City Staff and ourselves is not known at this time due to the uncertainty of the involvement of other parties including the Town of Wilson, Bay Lake Regional Planning Commission, Department of Natural Resources, Aldrich Chemical, Alliant Energies, Village of Kohler and Kohler Company. For purposes of this proposal, we have included a total of 7 – 2-hour meetings with City Staff and others as directed by the City. *Additional meetings as requested by the City would be invoiced at our hourly rates.*

Intermunicipal Agreement

We are available to assist the City in discussions regarding the operation and ownership of the facilities detailed in the Study. *We propose these discussions and associated meetings*

Mr. David H. Biebel
City of Sheboygan
June 13, 2018
Page 4

would be invoiced at our hourly rates since the scope and duration of these meetings is unknown at this time.

Regulatory Agency Meetings and Discussions

We believe strongly that involvement and concurrence by both the Bay Lake Regional Planning Commission and the Wisconsin Department of Natural Resources in the final Study outcome and recommendations is very important for the City's future since this Study will be the basis for all future sanitary sewer extensions in the Study Area.

We would be available to present and discuss our findings and recommendations as the City sees fit.

Schedule

Assuming we are given a notice to proceed by July 1, 2018, we believe we will have a preliminary report ready for review by the City by January 1, 2019 and a final report by May 1, 2019 in time for preparation of the City's sanitary sewer capital budgeting.

General Project Administration

The Project Manager for this study will be Andy Petersen. Andy has significant experience in these types of studies having completed many during his tenure at Ruekert & Mielke.

City's Responsibilities

In order for us to perform our work, we assume the City will provide the following in a timely manner:

1. Flow Metering.
2. Provide contact information for Aldrich Chemical, Village of Kohler, Kohler Company.
3. Coordination with outside entities including Town of Wilson, Bay Lake Regional Planning Commission, Wisconsin Department of Natural Resources, Aldrich Chemical, Alliant Energy, Kohler Company, and Village of Kohler.
4. Review and comment on preliminary drafts of Study.

Mr. David H. Biebel
City of Sheboygan
June 13, 2018
Page 5

Based upon the above Scope of Services, we propose to complete this study at a cost not to exceed \$ 97,560. We have attached a spreadsheet showing the breakdown of the estimated hours for this study.

If this proposal meets with the City's approval, we will prepare an appropriate Agreement for Professional Services for ratification by the City.

We look forward to working the City on this very important piece of the City's future.

Very truly yours,

RUEKERT & MIELKE, INC.



Joseph W. Eberle, P.E. (WI, IL, MN)
Senior Project Manager
jeberle@ruekert-mielke.com








Anthony D. Petersen, P.E.
Senior Project Manager
apetersen@ruekert-mielke.com

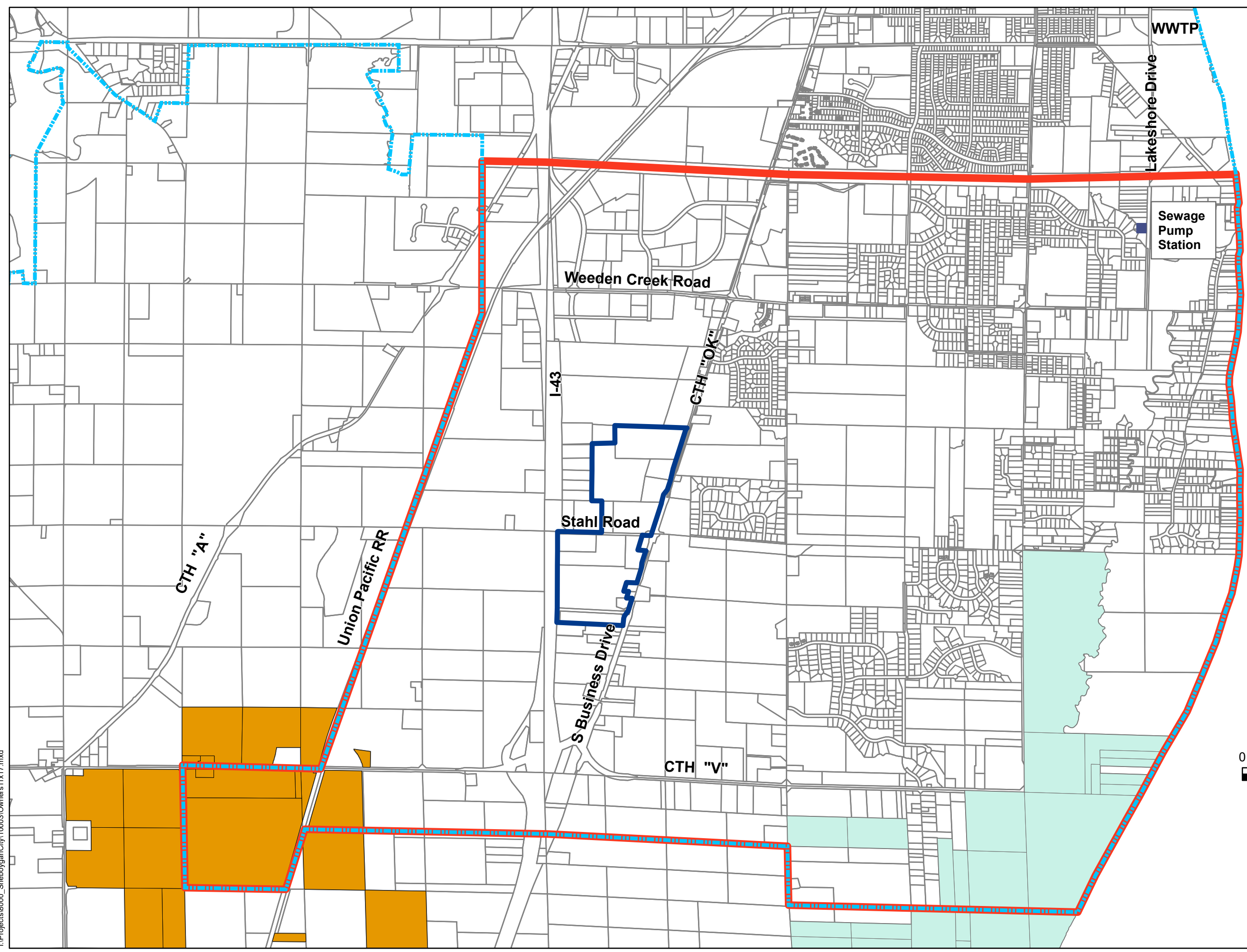
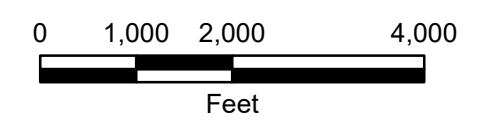
JWE:sjs
Enclosures: Study Area Map
Estimated Hours Spreadsheet

cc: Chad D. Pelishek, City of Sheboygan
Ryan J. Sazama PE, AIA, City of Sheboygan
David W. Arnott, P.E., Ruekert & Mielke, Inc.
File

Figure 1
Southwest Sewer Service Study Area

Legend

-  SouthPointe Enterprise Campus
-  Existing SSA Boundary
-  Study Area
-  State Owned Lands
-  Aldrich Properties



South Side Sanitary Sewer Study																		
City of Sheboygan - Town of Wilson																		
8000-10003.100																		
																Last Edited:		6/13/2018
Initials	Joe Eberle	Andy Petersen	Peter Gesch	Pat Wohlers	Mark Van Weelden	Dave Amott	Maureen McBroom	Aaron Krueger	Debbie Anderson	Chris Ruetten	Andy Lachner	Scott Donahue	Sue Shird	Subconsultant Dollars				
Employee Class	JWE	ADP	PG	PTW	MBV	DWA	MAM	AK1	DLA	CJR	AFL	SAD	SJS	Task Total		Task Total	Task Total	
Hourly Rates	\$ 185.00	\$ 165.00	\$ 114.00	\$ 175.00	\$ 142.00	\$ 165.00	\$ 141.00	\$ 102.00	\$ 129.00	\$ 128.00	\$ 117.00	\$ 85.00	\$ 72.00	w/o Expenses		Expenses	Dollars	
Preliminary Study and Report																		
Prepare Overall Project Schedule		4														\$ 660.00	\$ 660.00	
Project Management		20														\$ 3,300.00	\$ 3,300.00	
Coordinate with City of Sheboygan for Collection of Flow Meter Data by Foth		4														\$ 660.00	\$ 660.00	
Review, Chart and Analyze Flow Meter Data Collected at 5 Sites (January - August 2018)		40														\$ 6,600.00	\$ 6,600.00	
Review Records of Existing Downstream Sewage Collection Facilities		4	8													\$ 1,572.00	\$ 1,572.00	
Analyze Approximate Remaining Capacity in Existing Downstream Sewers																\$ -	\$ -	
Analyze Approximate Remaining Capacity in Existing Downstream Sewage Pumping Station				2	4	2										\$ 1,248.00	\$ 1,248.00	
City of Sheboygan Design Requirements	2	2														\$ 700.00	\$ 700.00	
Town of Wilson Design Requirements	2	2														\$ 700.00	\$ 700.00	
Coordinate Study Area Limits with City of Sheboygan and Town of Wilson	1	1														\$ 350.00	\$ 350.00	
Ultimate Service Area Determination	4	4														\$ 1,604.00	\$ 1,604.00	
Obtain Future Land Use Projection Information from Vandewalle & Associates								2	2							\$ 258.00	\$ 258.00	
Obtain Future Land Use Information from Bay Lakes	2	2														\$ 700.00	\$ 700.00	
Develop Future Land Use Plan for Study per City and Bay Lake Criteria	4	8														\$ 2,060.00	\$ 2,060.00	
Prepare Base Drawing for Preliminary Study Exhibits	1	2						4								\$ 923.00	\$ 923.00	
Prepare Existing Mapping of Project Corridor for Preliminary Study Exhibits	4	8	32					40	20							\$ 12,368.00	\$ 250.00	
Topography and Air Photo																\$ -	\$ -	
Study Area and Sewerage Subbasins																\$ -	\$ -	
Existing Collection System																\$ -	\$ -	
Future Land Use																\$ -	\$ -	
Routing Alternatives																\$ -	\$ -	
Recommended Routing Plan																\$ -	\$ -	
Determine Flow Coefficients for Each Development Type		2											1			\$ 402.00	\$ 402.00	
Divide Study Area into Smaller Sewerage Subbasins	1	2	8					4								\$ 1,835.00	\$ 1,835.00	
Prepare Sewage Flow Generation Tables		2	8													\$ 1,242.00	\$ 1,242.00	
Preliminary Pipe Sizing & Depth			16													\$ 1,824.00	\$ 1,824.00	
Field Survey (If Necessary)										2	8	8				\$ 1,872.00	\$ 240.00	
Contact Diggers' Hotline																\$ -	\$ -	
Review Existing Utility Mapping Provided by Others																\$ -	\$ -	
Provide Survey Control																\$ -	\$ -	
Perform Topographic Survey of Critical Existing Elements Along Proposed Routes																\$ -	\$ -	
Process Survey Downloads and Analyze Data																\$ -	\$ -	
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Sewage Pump Station Improvement Alternatives		4		4	16	16										\$ 6,272.00	\$ 6,272.00	
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II

4.9

R. O. No. 69 - 18 - 19. By CITY CLERK. July 2, 2018.

Submitting a communication from Jared Bonnett requesting a two (2) year extension from hooking up to the mini-storm sewer adjacent to his property at 902 North 27th Street.

Public
works

CITY CLERK

Public works Committee

6/21/18

I Jared Bonnett, property owner
at 902 N. 27th St
Sheboygan, WI 53081

Am applying to the
Public Works Committee
on the mini-storm sewer
being installed on my street.

I do not wish to be connected
to the mini-storm sewer
& would like to file for a
two year extension to connect.

Thank you,
Jared Bonnett

920-627-3623



Dear Property Owner:

Attached is an application for a mini-storm sewer. Please fill out all information and return this form to the City Engineering office, 2026 New Jersey Avenue, Sheboygan, WI 53081. This application does not guarantee a mini-storm sewer can be installed on your property, but it lets the City know of your concern.

Throughout the course of the next year, take pictures to document the water problem. These pictures can be added at any time to your application that will be on file in the Engineering office. Also with your application, petition and include names and addresses of adjacent property owners in support of this mini-storm sewer.

The following is the City's obligation toward property owners per Municipal Code, Section 122-198, Subsection (c) (4)(5):

- “(4) The City shall pay 100 percent of the assessable cost of mini-storm sewer construction, if all of the following conditions are met:
- a. The mini-storm sewer is routed through backyards to enable servicing adjacent properties on each side of the pipe.
 - b. All necessary easements for construction, installation, maintenance and repair of the mini-storm sewer are provided to the city at no cost.
 - c. **No site restoration** is to be provided by the city for the project.
 - d. A service manhole is included in the construction project to facilitate servicing of the mini-storm sewer.

The following **expenses and work** is the Homeowner's obligation per Municipal Code, Section 26-1002 (d), upon completion of the mini-storm installation:

- a. **Upon completion of the mini-storm installation, every adjacent property that has access to the mini-storm sewer must tie on to the sewer within 90 days. This means that the homeowner must run an underground line from the sump pump in their house to the storm sewer installed by the City. The connection must be done by a licensed plumber. This is at the expense of the property owner.**
- b. **The plumber you hire to make the above connection will be charged the following fees in Building Inspection when he takes out a plumbing permit: Connection fees for 1 & 2 family residential properties are \$500 per parcel, \$40 per inspection fee and \$8 per fixture tie in (each sump pump and each downspout). These expenses/fees are then charged back to the property owner by the plumber doing the connection.**
- c. All fences must be **moved prior to construction by the property owner and reconstructed by the property owner** if desired.
- d. All landscaping including miscellaneous lawn ornaments, etc. must be **moved prior to construction by the property owner and reconstructed by the property owner** if desired.

DEPARTMENT OF
PUBLIC WORKS
MUNICIPAL SERVICE BUILDING

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081-4790

920/459-3440
FAX 920/459-3443

CITY OF SHEBOYGAN – ENGINEERING OFFICE
 APPLICATION FOR MINI-STORM SEWER



DATE: _____

Name of Property Owner / Owners:	Location (Identify by street address or Lot/Subdivision)

Identify Water Problem: Does water collect in backyard, side yard or front yard? Has there been property damage, water in basement, etc? Please explain.

Please supply photographs, if available:

The following is the **City's obligation** toward property owners per Municipal Code, Section 122-198, Subsection (c) (4)(5):

- “(4) The City shall pay one hundred (100%) percent of the assessable cost of mini-storm sewer construction, **if all of the following conditions are met:**
- a. The mini-storm sewer is routed through backyards to enable servicing adjacent properties on each side of the pipe.
 - b. All necessary easements for construction, installation, maintenance and repair of the mini-storm sewer are provided to the city at no cost.
 - c. **No site restoration** is to be provided by the city for the project.
 - d. A service manhole is included in the construction project to facilitate servicing of the mini-storm sewer.

The following is the **Homeowner's obligation** upon completion of the mini-storm installation, per Municipal Code Sec., 26-1002 (d):

- a. **Upon completion of the mini-storm installation, every adjacent property that has access to the mini-storm sewer must tie on to the sewer within 90 days. This means that the homeowner must run an underground line from the sump pump in their house to the storm sewer installed by the City. The connection must be done by a licensed plumber. This is at the expense of the property owner.**
- b. **The plumber you hire to make the above connection will be charged the following fees in Building Inspection when he takes out a plumbing permit: Connection fees for 1 & 2 family residential properties are \$500 per parcel, \$40 per inspection fee and \$8 per fixture tie in (each sump pump and each downspout). These expenses/fees are then charged back to the property owner by the plumber doing the connection.**

Received - Engineering Division Office _____
 Mini Storm Sewer Installed – Bid/Quote # _____

Date _____

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

- (a) No person shall connect any rainwater leaders or area drains, or make any similar connections with any public sanitary sewer which empties into the city sanitary sewerage system nor drain any lot or area into any manhole connecting with any such sanitary sewerage system and any such connections presently existing shall be forthwith removed by the owner of the premises involved.
- (b) No person shall open any storm sewer or connect any rainwater leader or area drain therewith without permission from the plumbing inspector and the departments of engineering and public works, and subject to such conditions as they shall impose.
- (c) All storm and clear water drains in and for any new building construction located adjacent to an existing storm sewer shall be connected to such storm sewer prior to occupancy.
- (d) Owners of existing buildings shall connect all storm and clear water drains to mini-storm sewers (auxiliary sewers installed primarily for storm and clean water drains and sump pump connections which are constructed subsequent to the paving of the adjacent street) or storm sewers which serve their property within 90 days of notice of serviceability of such storm sewer or mini-storm sewer, with the exception that extensions of up to two years at a time may be granted upon application by the property owner to the committee on public works of the common council supported by a sworn statement that no clear water problem exists and indemnifying the city against any injury, loss or damage stemming from the introduction of clear water into the city's sanitary sewer system.
- (e) All new commercial and industrial buildings and additions and/or remodeling to existing commercial and industrial buildings shall have rain gutters and downspouts, or other such system as approved by the city engineer, for directing rainwater from the respective roofs to city storm sewer, or to designed retention ponds or other systems approved by the city engineer, in such a manner that water runoff directed to or discharged upon adjacent private properties is neither increased in intensity or rate of flow, unless an easement or other written consent is obtained from the owners of all surrounding properties upon which such increased water runoff is, or is to be, discharged.

(Ord. No. 92-96-97, § 1, 12-16-96)

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A communication from Jared Bonnett requesting a two (2) year extension from hooking up to the mini-storm sewer adjacent to his property at 902 North 27th Street.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: July 5, 2018

MEETING DATE: July 10, 2018

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: 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 eight 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 neighbor’s yard which can create a nuisance. When these sump pumps discharge constantly the back/front yards are continuously 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 average, four to six mini-storm sewers are constructed throughout several neighborhoods in the City of Sheboygan.

STAFF COMMENTS: The mini-storm sewer program is regulated by the Municipal Code, Section 112-198, Subsection (4) (5) and Municipal Code, Section 26-1002. These ordinances state what the City and property owners are responsible for in the construction of a mini-storm sewer. In Section 26-1002 subsection (d) the property owner has the option to ask for a two year extension so they do not have to connect their sump pump to the mini-storm sewer within 90 days once the mini-storm is constructed.

Staff recommends this two year extension for the property located at 902 North Avenue provided the home owner provides all documentation needed in Section 26-1002 subsection (d) of the City Municipal Code. Staff also wants to make the Public Works

Committee aware that once the two-year extension expires the home owner at that time is required to connect their sump pump discharge to the mini-storm sewer.

ACTION REQUESTED: Motion to approve R. O. No. 69-18-19 A communication from Jared Bonnett requesting a two (2) year extension from hooking up to the mini-storm sewer adjacent to his property at 902 North 27th Street.

ATTACHMENTS:

- I. R.O. No. 69-18-19
- II. Mini-Storm Homeowner Application
- III. Mini-Storm Sewer Design Plan
- IV. Municipal Code Section 122-198
- V. Municipal Code Section 126-1002

Sec. 122-198. - Mini-storm sewers.

- (a) For the purpose of this section, the term "mini-storm sewer" shall mean an auxiliary sewer installed primarily for sump pump connection which is constructed subsequent to the paving of the adjacent street.
- (b) Unless otherwise directed by the council, all special assessments for the construction of mini-storm sewers shall be made by the department of engineering and public works on a linear-foot basis dividing the cost of the project by the number of linear feet or fractions thereof of property serviced by the mini-storm sewer.
- (c) Special assessments shall be levied as follows:
 - (1) All assessments shall be levied at the rate of \$12.00 per linear foot on the street of alley frontage. The city shall pay the balance of the cost of each project.
 - (2) The city shall pay 100 percent of the assessable cost of mini-storm sewer construction in street intersections.
 - (3) There shall be a deduction for mini-storm sewers which abut corner lots. Such deduction shall be calculated as follows:
 - a. The first mini-storm sewer, whether it abuts the long side or short side of the lot, shall be assessed for the entire side pursuant to subsections (c)(1) and (2) of this section.
 - b. If the second side of the corner lot is benefited by another mini-storm sewer, the second side shall be charged only for the sewer in excess of 120 feet.
 - c. Any length in excess of 120 feet shall be assessed pursuant to subsection (c)(1) of this section.
 - (4) The city shall pay 100 percent of the assessable cost of mini-storm sewer construction if all of the following conditions are met:
 - a. The mini-storm sewer is routed through backyards to enable servicing adjacent properties on each side of the pipe.
 - b. All necessary easements for construction, installation, maintenance and repair of the mini-storm sewer are provided to the city at no cost.
 - c. No site restoration is to be provided by the city for the project.
 - d. A service manhole is included in the construction project to facilitate

servicing of the mini-storm sewer.

- (5) The city shall pay 100 percent of the assessable costs of mini-storm sewer construction if all of the following conditions are met:
 - a. The mini-storm sewer is constructed in the street right-of-way.
 - b. It is impossible or impractical, as determined by the city engineer, to construct a mini-storm sewer in a back yard or other preferable location due to the particular layout or obstructions contained in that yard, such that the cost of restoration of the property would outweigh the benefit of the improvement.
 - c. All necessary easements for construction, installation, maintenance and repair of the mini-storm sewer are provided to the city at no cost.
 - d. No site restoration is to be provided by the city for the project on private property.
 - e. A service manhole is included in the construction project to facilitate servicing of the mini-storm sewer.
 - f. Such assumption of the costs by the city under this provision is specifically approved by the public works committee.
- (d) The provisions of W.S.A., § 66.0703, relating to the laying of sanitary sewers and providing for the costs of installing and constructing such and the manner of levying special assessments against the property benefited thereby are adopted by and for the city and shall be in full force and effect as ordinances of the city as if fully set forth in this section.

(Code 1975, § 36-9; Ord. No. 75-95-96, § 1, 11-20-95; Ord. No. 60-00-01, §§ 60, 61, 10-2-00; Ord. No. 86-08-09, § 7, 4-20-09)

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

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.

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

REPORT DATE: April 26, 2018

MEETING DATE: July 10, 2018

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: 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 hold 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



DIRECT REFERRAL TO PUBLIC WORKS

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

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

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

*Public Works
Hold 5-1-18*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comment [AC7]: Rejected proposed changes

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

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

Comment [AC9]: Rejected additional phrase proposed by Powers

18. Insurance.

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

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

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

Comment [AC10]: See comment immediately above.

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

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

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

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Sheboygan, WI 53081

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

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

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

Comment [AC11]: Rejected deletion of this language.

Comment [AC12]: Rejected proposed changes proposed by Powers

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

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

27. Default/Termination.

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

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

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

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

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

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

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

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

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

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

[signature page to follow]

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

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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.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: 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.

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

REPORT DATE: November 8, 2017

MEETING DATE: July 10, 2018

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: 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 hold G.O. No. 25-17-18 AN ORDINANCE amending the City’s Snow Emergency and Winter Parking rules until the Nextdoor surveys are completed.

ATTACHMENTS:

- I. R.C. No. 331-17-18

- II. G.O. No. 25-17-18
- III. Revised ordinance
- IV. Snow Emergency Analysis

~~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:

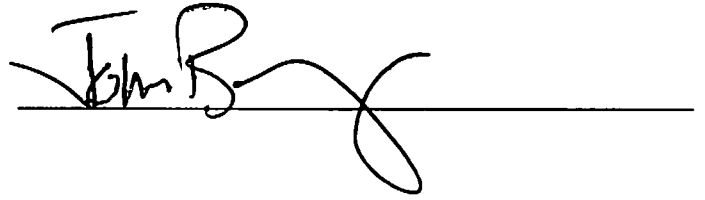
(1) On the even-numbered sides of the street (west and north sides) on odd-numbered days of the month, except that parking shall be permitted on the even-numbered side when the odd-numbered side is posted no parking.

(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

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*

[Signature]

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

X

8.3

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

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

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

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

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

. . .

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

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

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

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

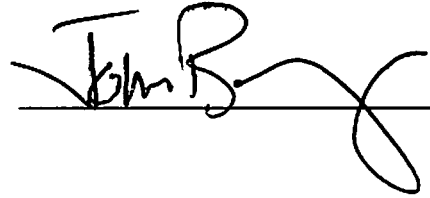
(1) On the even-numbered sides of the street (west and north sides) on odd-numbered days of the month, except that parking shall be permitted on the even-numbered side when the odd-numbered side is posted no parking.

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

. . ."

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

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



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 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

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

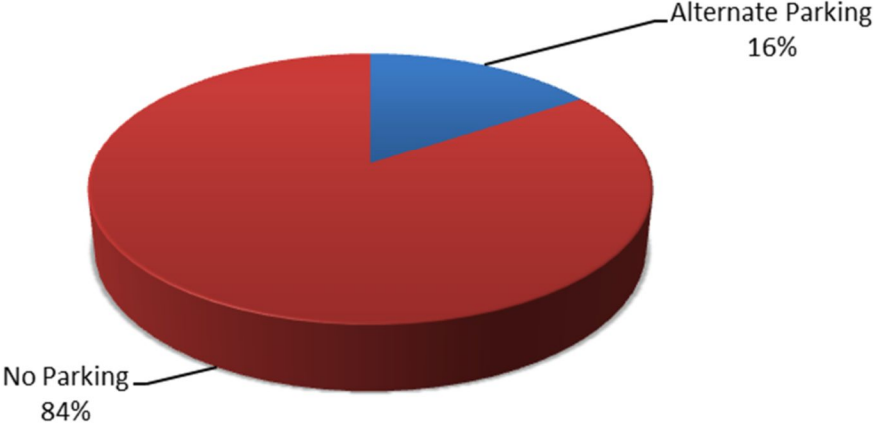
Comparable Municipalities Winter Parking and Snow Emergency Rules

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.

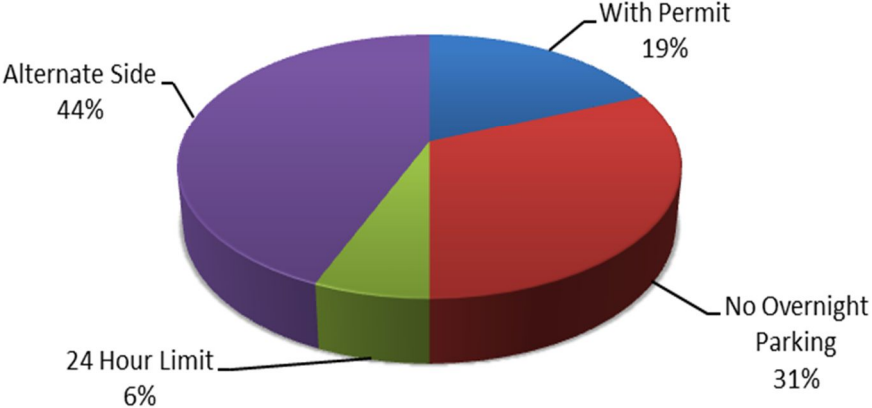
- During a declared snow emergency 84 percent of surveyed communities prohibit parking and 16 percent require alternate side parking
- 30 percent of surveyed communities have winter parking restrictions: alternate side parking (25 percent) and no parking (5 percent)
- 70 percent of surveyed communities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

