

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

H

Com. No. 4 - 17 - 18. February 19, 2018.

Submitting a communication from Asher Heimermann regarding the speeding that occurs northbound on South 12<sup>th</sup> Street between Camelot Boulevard and Greenfield Avenue.

Presented to the Common Council by Alderperson Jamara Bohren.  
Bohren

Public Works

## DeBruin, Meredith

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**From:** Alderperson Jim Bohren  
**Sent:** Friday, February 16, 2018 8:13 AM  
**To:** DeBruin, Meredith  
**Cc:** Domagalski, Christopher; Sazama, Ryan; Alderperson Ryan Sorenson; aheimermann@irwi.us  
**Subject:** FW: Speeding concern on South 12th Street

Sheboygan City Clerk Meredith DeBruin - Meredith

Please include Mr. Heimermann's email as a document for the February 19, 2018 Common Council meeting or as "other matters" and please refer it to the Public Safety Committee. I have had two constituent calls on this S. 12 St. speeding issue this week week. Thank you.

### **Alderman Jim Bohren**

*Serving on the Sheboygan Common Council Since April, 2006.*

8th District - Wards 24, 25 & 26  
City of Sheboygan, Wisconsin  
920.452.1777  
[jim.bohren@ci.sheboygan.wi.us](mailto:jim.bohren@ci.sheboygan.wi.us)

### **2017 - 2018 Committee Assignments**

Finance & Personnel Committee - Vice Chairman

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**From:** [aheimermann@irwi.us](mailto:aheimermann@irwi.us) [aheimermann@irwi.us] on behalf of Asher Heimermann [aheimermann@sheboygan.us]  
**Sent:** Thursday, February 15, 2018 10:40 PM  
**To:** Alderperson Jim Bohren  
**Subject:** Speeding concern on South 12th Street

To whom it may concern:

At the request of Alderperson Bohren, I am writing this communication to bring to your attention the following.

I am concerned regarding the speeding that occurs northbound on South 12th Street between Camelot Blvd and Greenfield Avenue. This area of road is a posted 25 MPH but often times, drivers traveling northbound on South 12th Street are speeding, exceeding the speed limit. I believe the reason for speeding is the fact the speed limit on South 12th Street is 35 MPH in the Town of Wilson and drivers failure to notice the decrease in the speed limit.

Last year, a fatal accident occurred in the area.

I respectfully request the proper committee or department consider one of the following:

1) Install a Digital Radar Speed Indicator Sign to make drivers aware of their current speed and the posted speed limit. A similar sign is posted for eastbound traffic on Washington Avenue near South High School.

2) If a Digital Radar Speed Indicator Sign is not an option, could a larger speed limit sign be posted with yellow or orange color to get the attention of drivers? Other ideas could include:

- Speed Limit Payment Legend: Per the Federal Highway Administration, a speed limit pavement legend places pavement markings at regularly spaced intervals to remind drivers of the speed limit. The speed limit pavement legend can be placed as a standalone treatment, at the end of converging chevrons, or in combination with lane-narrowing measures

- Red/Orange/Yellow Border Speed Limit Sign: Per the Federal Highway Administration, a red border speed limit sign is a standard speed limit sign with an added red border. The red border is designed to increase the visibility of the sign, and drivers may recognize an increased sense of importance because of the enhanced red border.

3) Consider the area for the police department's Traffic Enforcement Detail / "Car in Gear, Brain in Gear" Traffic Enforcement Program. While every citizen wishes their neighborhood or area can receive daily patrols or targeted enforcement, that is an unrealistic request. However, having just one or two days of targeted enforcement in one year could do a service for those who repeatedly speed in the area.

It is my sincere hope the City of Sheboygan will address the speeding issue that occurs daily along South 12th Street and be proactive, not reactive.

Thank you for your consideration.

Asher Heimermann  
P.O. Box 1021  
Sheboygan, WI 53082  
1-866-333-7789

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Communication from Linda Shimon regarding handling of sewage issues.

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**REPORT PREPARED BY:** Jason Blasiola Superintendent of Streets & Sanitation

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**REPORT DATE:** February 21, 2018

**MEETING DATE:** February 27, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:**

A sewer back up occurred on 2/3/18 causing multiple back waters on Michigan Avenue, North 28<sup>th</sup> Street, and North 27<sup>th</sup> Street. The Department of Public Works responded and has been cleaning and repairing the sewer line to prevent any additional sewer backups.

The Department found a large mineral deposit and two separate areas of the sewer main line that needed spot repairs. A combination of the mineral deposits, the areas that needed repair, along with wipes is what caused the backups. The DPW is contracted with two companies to remove the mineral deposits and to make repairs to the sewer main line.

This issue was discussed at the 2/13/18 meeting of the Public Works Committee. Linda Shimon, 1326 North 27<sup>th</sup> Street, and Vicki McDermott, 1327 North 27<sup>th</sup> Street, were present and spoke to the Public Works Committee.

**STAFF COMMENTS:**

On 2/3/18 the DPW received a call for a backwater at 1306 North 28<sup>th</sup> Street at 10:30 a.m. Sewer crews found that the sewer main was plugged from 2700 Michigan Avenue to 2900 Michigan Avenue due to excessive wipes and mineral deposits. Crews jetted the sewer main from Michigan Avenue and North 27<sup>th</sup> Street to Superior Avenue and cleared the blockage.

The DPW received another call at 3:00 p.m. for a backwater at 1332 North 27<sup>th</sup> Street. A crew was dispatched and jetted North 27<sup>th</sup> Street.

The DPW received another call at 10:30 p.m. for a backwater at 1326 North 27<sup>th</sup> Street. The caller reported that she had water that wasn't going down her basement drain. She cleared the grate of the drain and the water went down. The sewer crew was dispatched and the sewer main on North 27<sup>th</sup> Street was backing up again and water levels went down after the jetting.

On 2/4/18 at approximately 12:00 p.m. the DPW checked the main on North 27<sup>th</sup> Street and found the sewer was backing up again. The sewer main was jetted and was cleared. There no reports of backwaters.

On 2/5/18 the DPW checked the sewer main at 1:00 a.m. and found no issues. The sewer main was checked again at 8:00 a.m. and identified two large piles of wipes located in the manhole at North 30<sup>th</sup> Street and Michigan Avenue and in the manhole at North 31<sup>th</sup> Street and Michigan Avenue. The sewer main was checked at 2:00 p.m. and the water was 1 to 2 inches over the bench on North 27<sup>th</sup> Street. The sewer main was jetted and the water level went down.

On 2/6/18 the DPW checked the main at 8:00 a.m. and found no issues. The sewer main was checked again at 2:00 p.m. and the water level was even with the bench on North 27<sup>th</sup> Street. The main was jetted and the water levels went down. The main was checked at 10:00 p.m. and no issues were found.

On 2/7/18 the DPW checked the main at 8:00 a.m. and observed no issues. The main was checked at 2:00 p.m. and the flow was observed to be slower than normal on North 27<sup>th</sup> Street. The sewer main was jetted to prevent any issues later in the evening. The sewer main was checked at 9:00 p.m. and no issues were found.

On 2/8/18 the DPW checked the sewer main at 8:00 a.m. and observed no issues. At 9:00 a.m. Northern Pipe started cleaning and removing mineral deposits from the sewer main.

On 2/9/18 Northern Pipe discovered a portion of the sewer main that was collapsed at 3018 Michigan Avenue.

On 2/10/18 Buteyn-Peterson fixed the sewer at 3018 Michigan Avenue. The DPW continued to check the sewer levels every 12 hours through the weekend and found no issues.

Northern Pipe continued to remove mineral deposits during the week of 2/12/18 and the DPW checked the water levels through the evening hours and no issues were found.

Northern Pipe continued to remove mineral deposits the week of 2/19/18 and found a two foot section of sewer pipe that needed to be repaired at 1420 North 27<sup>th</sup> Street. Buteyn-Peterson started the repair on 2/19/18 and finished the repair on the following day. The DPW checked on the sewer main every three hours as the repair was being made.

Northern Pipe finished cleaning North 27<sup>th</sup> Street on 2/21/18.

During the week of 2/5/18 DPW representatives spoke to businesses in the area to remind them that they should not be flushing anything other than toilet paper. The DPW also hung “no wipes in the pipes” flyers on the residents’ homes along the sewer main line.

**ACTION REQUESTED:** Motion to file R.O. No. 295-17-18 Submitting a communication from Linda Shimon regarding handling of sewage issues.

**ATTACHMENTS:**

- I. R.O. No 295-17-18

II

4.8

R. O. No. 295 - 17 - 18. By CITY CLERK. February 19, 2018.

Submitting a communication from Linda Shimon regarding handling of sewage issues.

Public Works

\_\_\_\_\_  
CITY CLERK

## DeBruin, Meredith

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**From:** Linda Shimon <lshimon1@me.com>  
**Sent:** Wednesday, February 7, 2018 8:28 AM  
**To:** DeBruin, Meredith  
**Subject:** Sewage onto agenda

Hi Meredith,

Almost my whole basement floor was covered with raw sewage on Saturday, February 3 around 11:00 am.

My insurance company has told me the damages will be in excess of \$13,000.

I called the department of public works and was told that the cause was wipes being flushed down toilets. That may, indeed, be the cause; however, the city knew of the problem and did not take proactive action to prevent this incident from occurring.

Many homes on my block were affected, and from my conversations with the neighbors who were harmed, there was no outreach by city officials to help them initiate actions moving forward.

I would like to speak to the council on this issue, how better oversight and handling of sewage issues is necessary.

Linda Shimon  
920-458-0240  
[lshimon1@charter.net](mailto:lshimon1@charter.net)

Sent from my iPad

Sent from my iPad

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing the Purchasing Agent to enter into contract for the complete replacement of the main electrical Switchgear at the Sheboygan Regional Wastewater Treatment Facility.

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**REPORT PREPARED BY:** Steve Jossart, Superintendent of Wastewater

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**REPORT DATE:** February 20, 2018

**MEETING DATE:** February 27, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

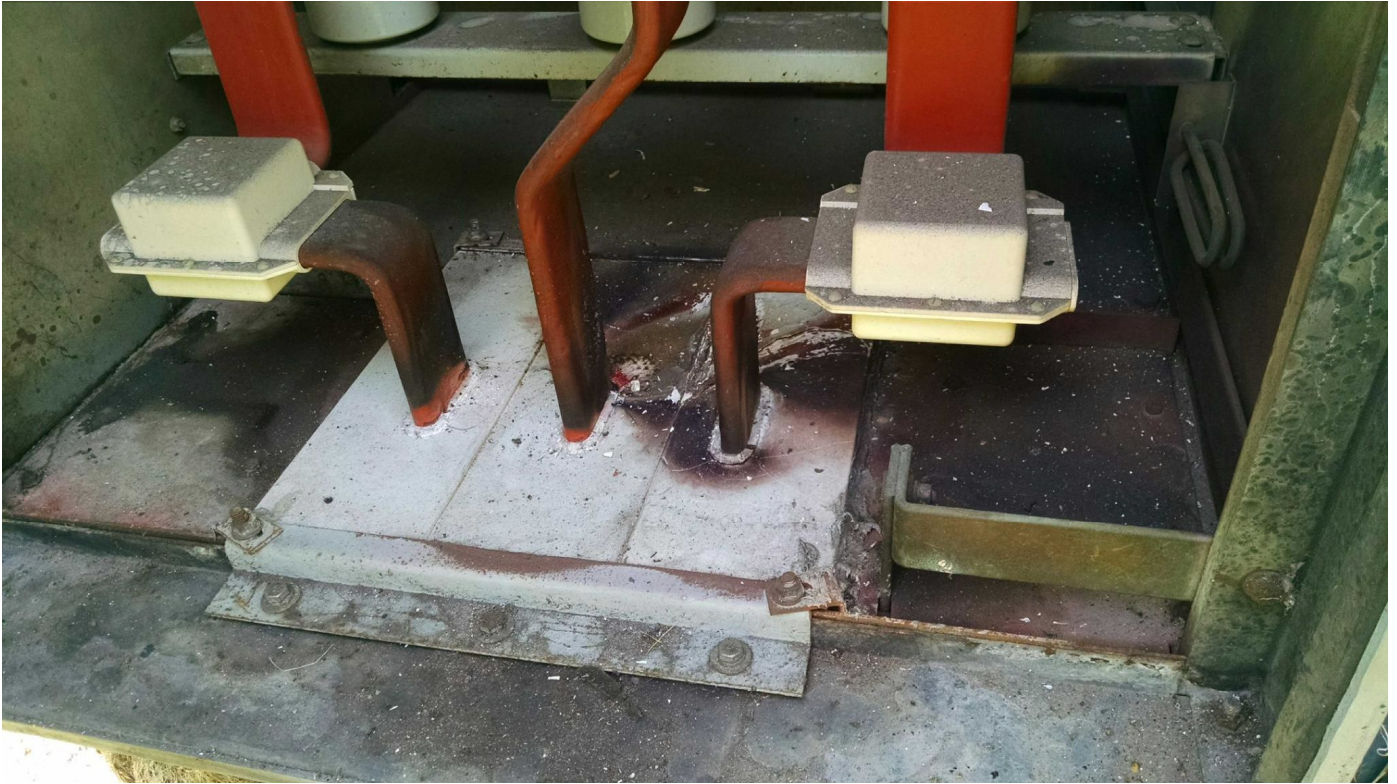
**BACKGROUND / ANALYSIS:** The Wastewater Treatment Plant (WWTP) has two independent electrical feeds to ensure operation of the plant in the event of an interruption. Each electrical feed coming into the WWTP has an automatically operated breaker, designed to automatically and safely transfer the WWTP electrical load from the primary power feed to the secondary power feed with minimal interruption to the operation of the plant. During the last number of years, there have been reliability issues with these breakers and parts are no longer available to repair them.

**STAFF COMMENTS:** The insulation for the bus bars in the electrical gear for both electrical feeds is deteriorated and there have been at least two occasions when a breaker has tripped due to issues with current bleeding to ground. The hydraulic systems used to supply the motive force to automatically close a breaker when power is interrupted are no longer reliable. In the event of an interruption to one of the feeds, the breakers may not operate as designed, resulting in equipment downtime, until the power can be manually switched and restored. Due to the condition of the existing electrical gear and the reliability issues we have had over time, we recommend replacement of the system to ensure that we have a reliable power feed to the WWTP.

**ACTION REQUESTED:** Motion to approve Res. No. 141-17-18 A resolution authorizing the Purchasing Agent to enter into contract for the complete replacement of the main electrical Switchgear at the Sheboygan Regional Wastewater Treatment Facility.

**ATTACHMENTS:**

- I. Res. No. 141-17-18
- II. Photo of bus bar condition in the tie breaker



Current bleeding through the bus bar insulation to ground. (Corona effect)

~~III~~

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Res. No. 141 - 17 - 18. By Alderperson Wolf. February 19, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete replacement of the main electrical Switchgear at the Sheboygan Regional Wastewater Treatment Facility.

WHEREAS; The Main Electrical Switchgear which is wholly responsible for electrical power distribution for the entire property and is in dire need of replacement as it has become not only unreliable but also somewhat unsafe for those who work with it on a regular basis as well as sensitive equipment within the plant and;

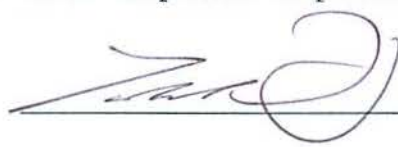
WHEREAS; The Wastewater Treatment Facility contracted with Strand and Associates Inc. to design a new replacement switchgear distribution system which includes a new, free-standing structure within which the new gear will be installed. The current structure will be demolished following cut-over to the new equipment. The new switchgear will assure the safe and effective distribution of "clean" electrical power to the entire plant for the next several decades. In addition, the cost includes two alternates which include inspection and testing of the four sub-stations on the property as well as testing of the medium duty cables which connect the switchgear to the sub-stations.

WHEREAS; The funding for this project was included in the 2018 Capital Improvements budget for the Wastewater Treatment Facility.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Altmeyer Electric Inc. of Sheboygan WI in the amount of \$ 2,780,828.00 to complete the project including the two alternates.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on 60138300-631100 2018 Capital Improvements Fund account in the amount of \$ 2,780,828.00

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



# Proposal

Please mail payment to:  
 P.O. Box 222 • Jackson, WI 53037-0222  
 262-305-3913  
 badgerdocks@yahoo.com  
 www.badgerdocksandlifts.com

PROPOSAL SUBMITTED TO <b>CITY OF SHEBOYGAN</b>	PHONE-HOME <b>920-459-3459</b>	PHONE-CELL
STREET <b>2026 NEW JERSEY AVE</b>	JOB SITE STREET <b>PARKS &amp; RECREATION DEPT.</b>	
CITY, STATE, ZIP CODE <b>SHEBOYGAN WI 53081</b>	JOB SITE CITY, STATE, ZIP CODE <b>PARK</b>	
DATE <b>2-15-18</b>	E-MAIL ADDRESS	JOB SITE LAKE/RIVER
		COUNTY OF DELIVERY <b>SHEBOYGAN CO.</b>

DESCRIPTION	AMOUNT
① E-2 DOCK LAUNCH KIT	18630 00
① STIFF ARM ANCHORING SYSTEM SHORE TO DOCK	1998 00
① STFX 16' GANGWAY W/HAND RAIL	3575 00
① ROLLER KIT GANGWAY	345 00
① HINGE KIT GANGWAY	460 00
① SUPPLEMENTAL FLOAT / GANGWAY	1875 00
DISCOUNT 5% N.J.P.A NO. 41071	-1127 50
SHIPPING FROM MANUF.	490 00

(TAX EXEMPTION FORM REQ'D)

DOCKS	BOAT LIFTS		
Approx. Deliv. Date or Pick Up: <b>SPRING 2018</b>	Approx. Deliv. Date or Pick Up: / /	SUB TOTAL	26,245 50
Shipping Charge (from manufacturer): <b>490 00</b>	Shipping Charge (from manufacturer): /	TAX	00
Delivery Charge: /	Delivery Charge: /	TOTAL	26,245 50
Assembly Charge (at shop): /	Assembly Charge (at shop): /	DOWN PAYMENT	13,122 75
Assembly Charge (on site): /	Assembly Charge (on site): /	UPON RECEIPT	13,122 75
Equipment Staging Charge (at site): /	Equipment Staging Charge (at site): /		
Assembly does not mean set up in lake/river	Assembly does not mean set up in lake/river		
Installation in Water Charge: /	Installation in Water Charge: /		
Boat Delivery Charge: /	Boat Delivery Charge: /		
Approx. Start Staging Date: / /	Approx. Start Staging Date: / /		
Approx. End Staging Date: / /	Approx. End Staging Date: / /		

Other-than-ordinary circumstances could result in an extra charge, over and above the installation fees quoted. Some of these are deep water (over 72"), mud and/or muck, inclines on the bank or rocks/boulder removal on lake bottom, difficult property to get equipment to water's edge, as well as installation of mud feet. This labor will be charged out at regular labor fees, extra equipment will be billed as needed.

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I have read and understand the terms and conditions on the back of this proposal. Payment will be made as outlined above. (please mail back to the above address if accepted)

Note: This proposal may be withdrawn by us if not accepted within 5 days.

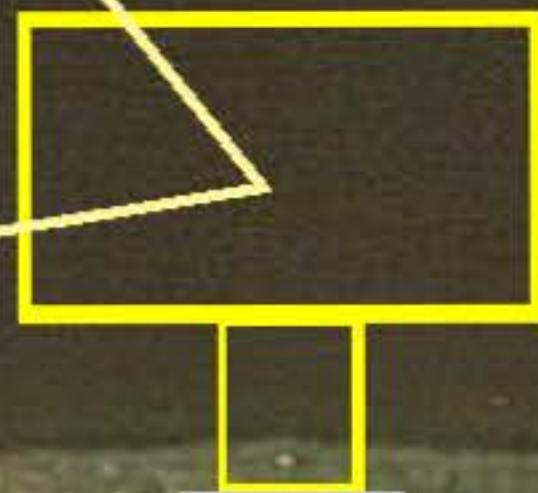
SERVICE CHARGE OF 1.5% PER MONTH ON PAST DUE ACCOUNTS OF 30 DAYS  
 X Date of Acceptance: 2-19-18  
 X Customer Signature: [Signature]

All material is guaranteed to be as specified. (All work to be completed in a workman-like manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.)

Date of Approval of Proposal: 2-18-18  
 By: [Signature] Badger Docks LLC  
 (Authorized Signature)



# SHEBOYGAN RIVER



**10' x 45' Trailer parking (3)**

**10' x 45' Drop-off parking (2)**

**10' x 45' Trailer parking (1)**

**10' x 45' Handicap trailer parking (1)**



Kiwanis Park

Google Earth

III

5.7

Res. No. 142 - 17 - 18. By Alderperson Wolf. February 19, 2018.

A RESOLUTION authorizing the appropriate City Officials to purchase the EZ Launch Commercial dock system for kayaks and canoes from Badger Docks and Lifts, through the Joint Power Alliant Association Contract.

WHEREAS, providing an Americans with Disabilities Act (ADA) accessibility kayak/canoe launch in Kiwanis Park on the Sheboygan River, is in the City of Sheboygan Comprehensive Outdoor Recreation Plan for 2016 - 2020, and

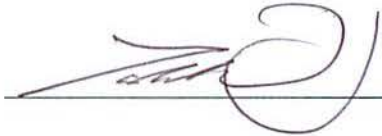
WHEREAS, The City has written and received \$35,937 in grant money to support the full project including kayak/canoe launch, vehicle and trailer parking and accessible walkways to the launch, estimated at \$60,000, and

WHEREAS, The City budgeted \$60,000 for the kayak/canoe launch in the 2018 Parks Capital Improvement budget, and

WHEREAS, The City will be purchasing the launch through the Joint Power Alliant Association Contract thus waiving the need for sealed bids and providing a 5% discount.

RESOLVED: That the appropriate City officials are hereby authorized to purchase the EZ Launch Commercial dock system for kayaks and canoes from Badger Docks and Lifts, through the Joint Power Alliant Association Contract at a cost not to exceed \$35,000 in payment of the same from the Parks Capital Improvement Fund.

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution authorizing the appropriate City Officials to purchase the EZ Launch Commercial Dock system for kayaks and canoes from Badger Docks and Lifts, through the National Joint Power Alliant (NJPA) Association Contract.

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

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**REPORT DATE:** February 22, 2018

**MEETING DATE:** February 27, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 47753000-631100  
Budget Summary: Capital Imp. Fund  
Budgeted Expenditure: Not to exceed  
\$35,000  
Budgeted Revenue: N/A

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

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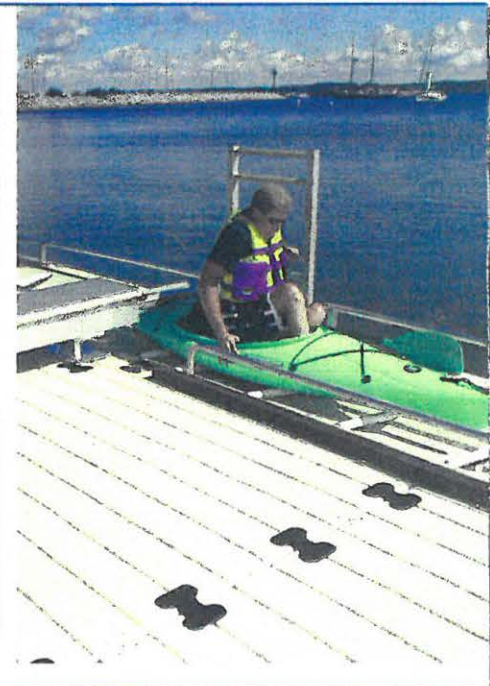
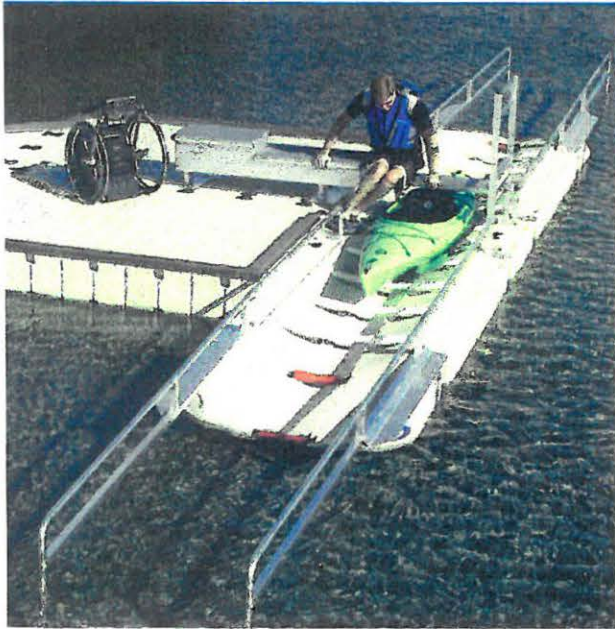
**BACKGROUND / ANALYSIS:** Providing an Americans with Disabilities Act (ADA) accessible kayak and canoe launch in Kiwanis Park, on the Sheboygan River, is part of the City of Sheboygan’s Comprehensive Outdoor Recreation Plan for 2016 – 2020. The City wrote and received two grants equaling \$35,937.00 to be reimbursed at the completion of the project. The City budgeted \$60,000.00 in the Park Capital Improvement Fund for implementation of the project in 2018.

**STAFF COMMENTS:** The project will include the purchase of an EZ Launch Commercial dock system for kayaks and canoes from Badger Docks and Lifts, through the NJPA Contract. The use of the NJPA Contract eliminates the City’s having to advertise for sealed bids and the City will receive a five percent discount on the purchase. The proposed cost of the launch system with the discount is \$26,245.50.

**ACTION REQUESTED:** Motion to approve Res. No. 142-17-18 A resolution authorizing the appropriate City Officials to purchase the EZ Launch Commercial dock system for kayaks and canoes from Badger Docks and Lifts, through the Joint Power Alliant Association Contract.

**ATTACHMENTS:**

- I. Res. No. 142-17-18
- II. Badger Docks Proposal
- III. Project Site Plan
- IV. EZ Launch

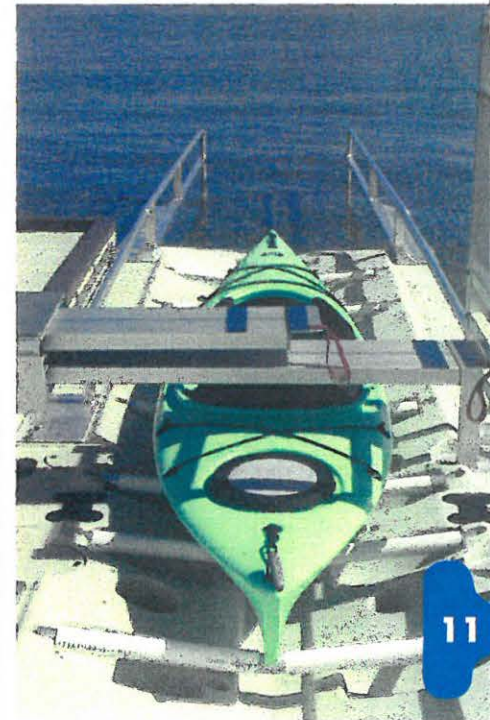


## UNIVERSAL ACCESS

A first in the industry, the EZ Launch® Accessible Transfer System for kayaks and canoes provides people with disabilities accessibility that exceeds the minimum requirements of the Americans with Disabilities Act (ADA). The easy-to-use transfer bench and transfer slide boards allow users to simply sit, slide over and drop down into a kayak or canoe then use the side rails to pull off or back on.

## ACCESSIBILITY STANDARDS

We engineer our products to conform to all regulatory guidelines ensuring universal accessibility. EZ Dock follows the U.S. Access Board's guidelines and recommendations for both accessible boating facilities and accessible fishing piers. In 2010, the National Marine Manufacturers Association (NMMA) recognized EZ Dock as a leader in accessibility innovation for our EZ Launch® System.



5.6

III

Res. No. 143 - 17 - 18. By Alderperson Wolf. February 19, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement for a five foot underground AT&T easement at 712 Riverfront Drive.

RESOLVED: That the appropriate City Officials are authorized to enter into an agreement with AT&T for a five foot AT&T easement at 712 Riverfront Drive.

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

**AT&T – WISCONSIN NON-EXCLUSIVE EASEMENT**

**DOCUMENT NUMBER**

**UT# A016904 Ease # 79578 R/W # 2017-141**

For a valuable consideration of one dollar **CITY OF SHEBOYGAN** (\$1.00), receipt of which is hereby acknowledged, the undersigned (Grantor) hereby grants and conveys to Wisconsin Bell Inc., d/b/a. AT&T - Wisconsin, a Wisconsin Corporation, and its affiliates and licensees, successors and assigns (collectively "Grantees") a non-exclusive easement in, under, over, upon and across the Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to, equipment cabinets or enclosures and support posts or pads, cables, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, together with the right to have commercial electrical service extended across the Property (described below) and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.

**RETURN ADDRESS:**  
Matthew D Grimm  
AT&T - Wisconsin  
2005 Pewaukee Rd.  
Waukesha, WI 53188

**PARCEL NUMBER: 59281109870**

The property is legally described as: All of Lots 10, 11 and the following part of Lot 12, all in Block 205 of Original Plat City of Sheboygan:

Commencing at the southwest corner of Lot 12, thence northeasterly to a point in the north line of said lot 12, 6.43 feet west of the northeast corner of said Lot 12, thence west to the northwest corner of said Lot 12, thence south to the place of beginning.

The Non-Exclusive Easement Area is legally described as: See exhibit "A" for further details.

The property is more commonly known as: Riverfront Drive Parking Lot West B., Sheboygan, WI

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

The Grantor shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

GRANTOR: CITY OF SHEBOYGAN

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**ACKNOWLEDGMENT**

State of Wisconsin        )  
  )  
County of                    )

I, \_\_\_\_\_, being a notary public in and for the state and county aforesaid, do hereby certify that

\_\_\_\_\_

\_\_\_\_\_ personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

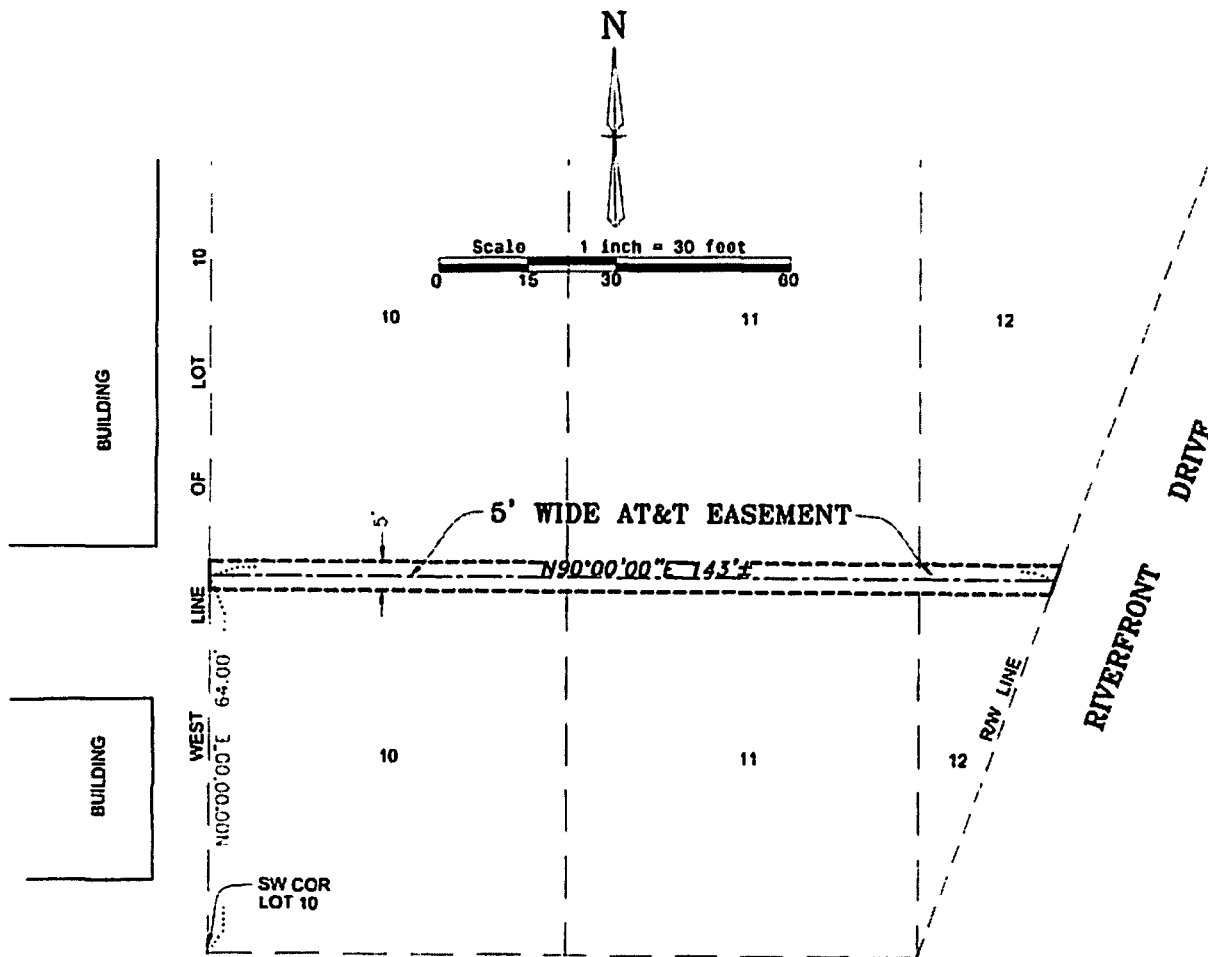
This document was drafted by Gerald A. Friederichs, Wis. Bar Member No. 1014144, AT&T - Wisconsin Legal Department, 14<sup>th</sup>, Floor, 722 North Broadway, Milwaukee, WI 53202

Insertions by: Matthew D Grimm

# EXHIBIT "A" FOR AT&T EASEMENT

## LEGAL DESCRIPTION OF 5' WIDE AT&T NON-EXCLUSIVE EASEMENT:

PART OF LOTS 10, 11, AND 12 OF BLOCK 205 OF "ORIGINAL PLAT CITY OF SHEBOYGAN", IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, WITH THE CENTERLINE OF A 5' WIDE AT&T NON-EXCLUSIVE EASEMENT DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 64.00 FEET, ALONG THE WEST LINE OF SAID LOT 10, TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 143 FEET MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF RIVERFRONT DRIVE, TO THE TERMINATION POINT OF SAID CENTERLINE.



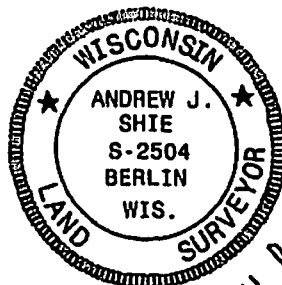
UT# A016904 EASE# 79578 RW# 2017-141



**FOX VALLEY  
LAND SURVEYING**

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 APPLETON, WI 54914  
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 foxvalleylandsurveying.com  
 PROJECT NO. 152323-1



*Andrew J. Shie*  
 1/16/2018

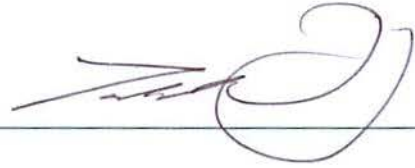
III

5.8

Res. No. 144 - 17 - 18. By Alderperson Wolf. February 19, 2018.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2018 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the City of Sheboygan.

  
\_\_\_\_\_

Public Works.

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

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

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

**LEASE AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

**IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:**

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 30 acres of certain agricultural property described as follows:

59030-454940	S 1/2 OF S.W. S.W., Sec. 10	59030-454940/454960/ 455120 & 455140 <small>Parcel Ident. No.</small>
59030-454960	S 1/2 of S.E. S.W., Sec. 10	
59030-455120	W 1/2 of N.W. S.E., Sec. 10	
59030-455140	W 1/2 of S.W. S.E., Sec. 10	

All in T. 14, R. 23, City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2018 through December 31, 2018.

3. That the total rental rate for this parcel of land for 2018 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2018.

4. That the **LESSEE** shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least thirty (30) days written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

**LESSEE**

**BY:** \_\_\_\_\_  
David L. Gartman

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF SHEBOYGAN (LESSOR)**

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

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

Examined and Approved as to  
Form and Execution this \_\_\_\_  
day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Charles C. Adams  
City Attorney

This document is authorized by and in accordance with Res. No.  
          -17-18.

I support no overnight parking  
on North 9th Street

- 1 ~~John~~ e. Allen 3413 N. 9th
- 2 Melvin Weising 3414 N 9th
- 3 Albert E. Kutha ~~is~~ 3404 N. 9th St.
- 4 Erwin J. Westerkemper 3313 N. 9th St.
- 5 Nancy G. Brown 3410 N 9th
- 6 David Stammeyer 3328 N. 9th.
- 7 Thomas Allen 902 Pershing Sheboygan 53083
- 8 Heba Raouf 3305 N. 9th Sheboygan 53083
9. Robin Kalk 3321 N 9th Sheboygan 53083
10. Janis Slighty 3327 N. 9th St Sheboygan 53083
11. Susan Stranzow 3409 N. 9th St. Sheboygan 53083