

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: DIRECT REFERRAL Resolution authorizing the Department of Public Works to advertise for bids for the 2017 Capital Improvement Projects.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: January 5, 2017

MEETING DATE: January 10, 2017

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:

Prior to advertising for bids for Capital Improvement Projects, the Department of Public Works needs Common Council approval to do so.

STAFF COMMENTS:

These projects are part of the approved 2017 Capital Improvement Projects.

ACTION REQUESTED:

Motion to recommend the Common Council approve a resolution authorizing the Department of Public Works to advertise for bids for the 2017 Capital Improvement Projects.

ATTACHMENTS:

- I. Res. ___-16-17

III

DIRECT REFERRAL TO PUBLIC WORKS

Res. No. 169 - 16 - 17. By Alderperson Belanger. January 10, 2016.

A RESOLUTION authorizing advertising for bids for the 2017 Capital Improvement Projects.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats., for:

1. The resurfacing and sewer lining of Ashland Avenue (S. 10th Street to S. 17th Street), Broughton Drive (Michigan Avenue to Park Avenue), N. 12th Street (Superior Avenue to Geele Avenue), N. 10th Street (Superior Avenue to Geele Avenue), S. 9th Street (High Avenue to Georgia Avenue), Camelot Boulevard (S. Business Drive to S. 18th Street), Meadowbrook Court, Brookfield Court, Creekside Court, Greenwood Court, Georgia Avenue (S. Business Drive to Ashby Court),
2. The storm sewer reconstruction of Michigan Avenue (N. 4th Street to N. 3rd Street),
3. The reconstruction of Parking Lot 14,
4. The reconstruction of N. 15th Street (Eisner Avenue to Mayflower Avenue/School Avenue),
5. The South Pier additional parking, plaza design and break wall repairs,
6. The S. Taylor Drive sanitary sewer extension,
7. The Citywide sidewalk program,

8. The Citywide mini-storm sewer program,

9. Mead Public Library plaza design/construction;

according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

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

DRAFT PARK IMPACT FEE STUDY

**SHEBOYGAN, WISCONSIN
JANUARY 2017**

DRAFT

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SHEBOYGAN PARK IMPACT FEE STUDY

Introduction

Sheboygan is experiencing increased development interest. Development increases demand for public facilities, including parks, and Sheboygan must provide these facilities to maintain development. This report considers impact fees to fund parks to serve new development.

In 2016, Sheboygan prepared a Comprehensive Outdoor Recreation Plan (CORP). The CORP evaluates Sheboygan’s existing parks and recommends projects to improve service. The CORP satisfies some of the requirements of a public facilities need assessment under Wisconsin Statutes § 66.0617(4). This report addresses the remaining requirements.

New Development Forecast

Wisconsin Statutes § 66.0617(6)(a) requires that impact fees bear a rational relationship to the need for new, expanded, or improved facilities required to serve new development. Before developing the relationship between impact fees and facility needs, we must forecast the future new development that will drive the need. Table 1 shows the development forecast for Sheboygan. This forecast of future population takes the forecast from the Wisconsin Department of Administration Demographics Services Center and modifies it based on input from the Sheboygan Department of Planning and Development.

Year	Residential Population	North Zone Population	Central Zone Population	South Zone Population
2000	50,792	not applicable	not applicable	not applicable
2010	49,288	not applicable	not applicable	not applicable
2015	48,800	16,801	17,668	14,331
2030	52,104	17,335	19,435	15,334

Wisconsin Statutes § 66.0617(5)(b) allows Sheboygan to delineate geographical zones within the municipality and impose different impact fees in each zone. The north zone is the area of the city north of Superior Avenue. The central zone is the area south of Superior Avenue and north of Union Avenue. The central zone contains downtown Sheboygan and the Sheboygan River. The south zone is the area of the city south of Union Avenue.

Inventory of Existing Parks and Facilities

Wisconsin Statutes § 66.0617(4) (a)1 requires a public facilities needs assessment to inventory existing public facilities. Sheboygan inventoried public park facilities in section one of the CORP. Table 2 below organizes this information and allocates parks to geographical zones.

Table 2 - Park Inventory

	Proportional Share				Area (Acres)		
	North	Central	South	Area	North	Central	South
	Zone	Zone	Zone	(Acres)	Zone	Zone	Zone
Community Parks							
Deland Park	0.3	0.3	0.3	23.2	7.7	7.7	7.7
Evergreen Park	0.5	0.5	-	98.2	49.1	49.1	-
Jaycee Quarry Park	0.5	0.5	-	38.3	19.1	19.1	-
Kiwanis Park	0.3	0.3	0.3	30.5	10.2	10.2	10.2
Lakeview Park	-	0.5	0.5	18.6	-	9.3	9.3
<u>Vollrath Park</u>	0.5	0.5	-	25.1	12.5	12.5	-
Subtotal				233.9	98.7	108.0	27.2
Neighborhood Parks							
Charles Voight Park	1.0	-	-	2.9	2.9	-	-
Cleveland Park	1.0	-	-	4.4	4.4	-	-
Cole Park	1.0	-	-	2.5	2.5	-	-
End Park	1.0	-	-	3.5	3.5	-	-
Franklin Park	-	1.0	-	1.4	-	1.4	-
Grace Park	1.0	-	-	1.1	1.1	-	-
General King Park	-	0.5	0.5	6.5	-	3.3	3.3
Moose Park	-	1.0	-	3.9	-	3.9	-
Northeast Park	1.0	-	-	12.0	12.0	-	-
Optimist Park	-	-	1.0	5.0	-	-	5.0
Riverside Park	-	1.0	-	5.7	-	5.7	-
Roosevelt Park	-	-	1.0	9.5	-	-	9.5
Sheridan Park	-	1.0	-	2.6	-	2.6	-
Veterans' Park	-	0.5	0.5	7.5	-	3.7	3.7
<u>Workers' Water Street Park</u>	-	1.0	-	2.8	-	2.8	-
Subtotal				71.2	26.4	23.4	21.4
Conservancy Parks							
Arrowhead Park	-	1.0	-	1.0	-	1.0	-
Bur Oak	0.3	0.3	0.3	35.0	11.7	11.7	11.7
Creekside Park	-	-	1.0	7.5	-	-	7.5
Manor Heights	1.0	-	-	11.6	11.6	-	-
Elwood May Environmental	0.3	0.3	0.3	139.8	46.6	46.6	46.6
Julson Park	-	1.0	-	2.2	-	2.2	-
<u>Pigeon River Parkway</u>	0.3	0.3	0.3	113.3	37.8	37.8	37.8
Subtotal				310.2	107.6	99.2	103.5

Table 2 continued - Park Inventory							
<u>Special Use Parks</u>	North	Central	South	Area	North	Central	South
	Zone	Zone	Zone	(Acres)	Zone	Zone	Zone
8th Street Boat Landing	-	1.0	-	0.6	-	0.6	-
Butzen Property	0.3	0.3	0.3	56.8	18.9	18.9	18.9
Camelot Dog Run	-	-	1.0	3.9	-	-	3.9
Dog Run South	-	-	-	15.0	-	-	-
Fountain Park	0.3	0.3	0.3	2.6	0.9	0.9	0.9
Indian Mound Park	0.3	0.3	0.3	15.5	5.2	5.2	5.2
North Point	0.3	0.3	0.3	20.8	6.9	6.9	6.9
North Point Overlook	0.3	0.3	0.3	2.0	0.7	0.7	0.7
Rotary Riverview	-	1.0	-	2.0	-	2.0	-
South Pier	0.3	0.3	0.3	9.0	3.0	3.0	3.0
Southshore Park	-	0.5	0.5	4.0	-	2.0	2.0
Wildwood Athletic Complex	0.3	0.3	0.3	12.1	4.0	4.0	4.0
<u>Wildwood Baseball</u>	0.3	0.3	0.3	<u>5.2</u>	<u>1.7</u>	<u>1.7</u>	<u>1.7</u>
Subtotal				149.4	41.3	45.9	47.2
<u>Planned New Parks</u>	North	Central	South				
	Zone	Zone	Zone				
Poth Property on Stahl Rd	-	-	1.0				
Fox Meadows Park on Moe	-	-	1.0				
<u>Multiple Use Paths</u>				Length (Miles)			
	Length (Miles)	North Zone	Central Zone	South Zone			
North Calumet Drive	0.7	0.7	-	-			
Harbor Shore Trails	1.7	0.8	0.8	-			
River Walk	1.3	-	1.3	-			
Shoreland 400	1.7	1.0	0.8	-			
South Pier Trail	0.5	-	0.5	-			
Superior Ave Trail	0.3	0.1	0.1	-			
Taylor Dr Trail	2.4	-	1.6	0.8			
Urban Rec Trail	1.6	-	1.6	-			
Virginia Ave Pedestrian Bridge	-	-	-	-			
<u>Weeden Creek Road</u>	<u>0.3</u>	<u>-</u>	<u>-</u>	<u>0.3</u>			
Subtotal	10.4	2.6	6.7	1.1			

Allocating parks to zones in Table 2 prepares us to assign project costs to zones and to identify existing deficiencies in Sheboygan’s park system.

Planned Projects

Wisconsin Statutes § 66.0617(4)(a)2 requires a public facilities needs assessment to identify new facilities and improvements to existing facilities required to serve new development. Table 3 below shows the projects Sheboygan plans to improve existing facilities to support new development. Table 3 uses projects and cost estimates from section four of Sheboygan’s CORP

and estimates from Sheboygan city staff. This study assumes that all the projects in Table 3 benefit new development by adding to the quality of parks and trails.

Table 3 - Planned Projects by Park		
<u>Community Parks</u>	<u>Project</u>	<u>Cost</u>
Deland Park	Tennis court surfacing	\$ 50,000
	New bath house	300,000
	Band shell	300,000
Evergreen Park	Enclosed rentable park shelter with restrooms	300,000
	Open shelter with restrooms	180,000
	Paved pathway	100,000
Jaycee Quarry Park	Shelter with restrooms	300,000
	Playground equipment	35,000
	Storage building	10,000
Kiwanis Park	ADA-certified canoe and kayak launch	50,000
Lakeview Park	New shelter with restroom	300,000
	Drain tile	20,000
	Parking area	50,000
	Camping area	400,000
Vollrath Park	Tennis court reconstruction	60,000
	Lighting	150,000
	Replace shelter and restrooms	300,000
Subtotal		2,905,000

Table 3 continued - Planned Projects by Park

<u>Neighborhood Parks</u>	<u>Project</u>	<u>Cost</u>
Charles Voight Park	None	-
Cleveland Park	Splash pad	113,000
	Accessible walkway connections	10,000
	Off-street parking	20,000
Cole Park	None	-
End Park	Pedestrian lighting	10,000
	Five to six parking stalls	10,000
Franklin Park	Accessible walkways	5,000
Grace Park	None	-
General King Park	Accessible walkways	10,000
Moose Park	Accessible walkways	5,000
Northeast Park	Lakeshore restoration	20,000
	Add picnic areas	2,000
	Park signs	2,000
	Storm water outfall	50,000
Optimist Park	Accessible walkways to all facilities	10,000
	Splash pad	113,000
Riverside Park	None	-
Roosevelt Park	None	-
Sheridan Park	None	-
Veterans' Park	Additional parking and sidewalks	10,000
	Basketball court	10,000
	Splash pad	113,000
	Reconstruct tennis court	50,000
Workers' Water Street Park	Security cameras	3,000
	Subtotal	<u>566,000</u>

Table 3 continued - Planned Projects by Park

<u>Conservancy Parks</u>	<u>Project</u>	<u>Cost</u>
Arrowhead Park	none	-
Bur Oak	Trail construction: boardwalks, footbridges, and markers	not available
	Parking lot and trail development	50,000
	Signs	not available
	Thin trees and plant new tree species	not available
	Remove invasive species	not available
	Improve pond impound	not available
	Clear group gathering area	not available
	Steps from floodplain to elevated trail	not available
	Pond observation deck	not available
Creekside Park	none	-
Manor Heights	none	-
Elwood May Environmental Park	ADA-certified canoe and kayak launch	50,000
	Rentable park building and learning area	400,000
	Pond improvements	-
	Purchase adjacent property	-
	Trail and bridge new construction and repairs	not available
Julson Park	none	-
Pigeon River Parkway	North side dog park development	20,000
	Subtotal	520,000
<u>Special Use Parks</u>	<u>Project</u>	<u>Cost</u>
8th Street Boat Landing	none	-
Butzen Property	Sum of projects below	3,642,264
	Soccer fields	-
	Soccer / football fields	-
	Trails around park interior	-
	Trail and parking for Utility Corridor Trail	-
	Restroom and shelter	-
	Concession stands	-
	Play areas	-
	Volleyball, basketball, picnic areas, landscaping, and signs	-
	Parking lots	-
Camelot Dog Run	Master plan	-
Dog Run South	Off-street parking	-
	Continue sidewalk	-
	Connect utility trail	-
	New fence gate and asphalt entry area	-
	Shade structure / small shelter	-
Fountain Park	Paint performance shelter	-
Indian Mound Park	none	-
North Point	none	-
North Point Overlook	none	-
Rotary Riverview	none	-
South Pier	none	-
Southshore Park	ADA-certified boat launch	45,000
	Beach and hillside restoration	50,000
Wildwood Athletic Complex	Master plan	15,000
	Concession stand and restrooms	500,000
	Field light LED upgrade	350,000
	Regrade outfield	10,000
	New maintenance building	15,000
Wildwood Baseball	New field lighting	350,000
	Add off-street parking	50,000
	Subtotal	5,027,264

Table 3 continued - Planned Projects by Park

<u>Walking and Hiking Trails</u>	<u>Project</u>	<u>Total</u>
Bur Oak	none	-
Camelot Dog Run	Path around park interior	10,000
	Utility Corridor Trail continuation to County KK	5,500
Dog Park South	Sidewalk along South 18th St	-
	Connection to Utility Corridor Trail	-
	Parking	-
Evergreen	Paved path following road	100,000
	Improve and connect hiking, biking, and skiing	20,000
	Maps and signs	2,500
Indian Mound	none	-
Jaycee	Improve and connect hiking, biking, and skiing	-
	Maps and signs	2,500
Lakeview	none	-
Maywood	Improve and connect hiking, biking, and skiing	-
	Maps and signs	1,000
Pigeon River Parkway	none	-
	Subtotal	141,500
<u>Multiple Use Paths</u>	<u>Project</u>	<u>Total</u>
Harbor Shore Trails	none	-
River Walk	none	-
Shoreland 400	South connection to Mead	1,500,000
	North connection to County LS	400,000
South Pier Trail	Acquire property or easement	100,000
	Continue paved trail from Indiana Avenue to King Park	50,000
	Pathway under 8th St bridge to Highland House	75,000
Superior Ave Trail	none	-
Taylor Dr Trail	Connect to Utility Corridor Trail along Taylor Drive	not available
Urban Rec Trail	Connect to parks and schools	not available
Weeden Creek Road	Path from S Business Dr to Lakeshore Dr	250,000
	Connection to existing South 12th St trail	75,000
	Subtotal	2,450,000
<u>Planned New Parks</u>	<u>Project</u>	<u>Total</u>
Poth Property on Stahl Rd	City tree nursery	not available
Fox Meadows Park on Moenning Rd	Strategic plan	10,000
	Site master plan	not available
	Development of the land	300,000
	Trails	40,000
	Log property	not available
	Parking	20,000
	Subtotal	370,000

Service Areas and Standards

Wisconsin Statutes § 66.0617(4)(a)2 requires a public facilities needs assessment to explicitly define service areas. The service area for this study is the City of Sheboygan, separated into three geographical zones as described above.

Wisconsin Statutes § 66.0617(4)(a)2 requires a public facilities needs assessment to explicitly define service standards. Existing facilities that do not meet the defined service standards are considered deficient. Wisconsin Statutes prohibit Sheboygan from including in the impact fees the cost of projects to address existing deficiencies.

Category	Service Standard	Unit of Measure
Active Recreation Area	10.5 acres per 1,000 population	
Conservation Area	10.5 acres per 1,000 population	
Connected Trail Miles	0.4 miles per 1,000 population	

Sheboygan’s CORP identified 10.5 acres per thousand population as an objective for the park system. R/M assumes that the same area per population may be reasonable for conservation parks. The service standard of 0.4 miles per thousand population is based on the average trail systems of similar sized Wisconsin municipalities. The ideal park system varies for each city and the preferences of its residents.

Calculation of Uniform City-Wide Impact Fee

Wisconsin Statutes § 66.0617(6)(f) prohibits Sheboygan from including in impact fees the cost to address existing deficiencies in park facilities. Table 5 below calculates Sheboygan’s performance relative to the service standards above. When Sheboygan meets a service standard currently and after forecast population growth, projects are allocated to new development in proportion to new growth’s share of the forecast future population.

When Sheboygan does not currently meet a service standard, it has an existing deficiency.

The approach in Table 5 is consistent with the requirement of Wisconsin Statutes § 66.0617(6)(b) that impact fees not exceed the proportionate share of capital costs required to serve new development, as opposed to existing residents. This study allocates the cost of planned projects to new development largely based on the proportion of new growth to the forecast future population, with a limit that new development is not allocated costs related to existing deficiencies.

2015 Population (Thousands)	48.8		
Population Growth 2015 to 2030 (Thousands)	3.3		
Growth Share of Future Population	6.3%		
	Active	Conservation	Connecting
	Recreation	Area	Trails
Service Standard (acres per 1,000 population)	10.5	10.5	0.4
Current Absolute Performance (acres)	454.5	310.2	10.4
Current Relative Performance (acres per 1,000 population)	9.3	6.4	0.2
Future Relative Performance (acres per 1,000 population)	8.7	6.0	0.2
Needed for Existing Deficiency (acres)	58.0	202.2	9.1
Needed for Future Development (acres)	34.7	34.7	1.3
Total Needs	92.6	236.9	10.4
Existing Deficiency Share of Needs	63%	85%	87%
New Development Share of Project Cost	6%	6%	6%
Simple Average Future Development Share of Needs	6.3%		
		Total Project Cost	11,979,764
		Total Growth Cost	759,579
		Growth Cost per Capita \$	230
	Estimated Residents per New Dwelling Unit		2.38
	Proposed Fee per Dwelling Unit \$		547

[Alternative: Performance and Project Cost by Zone](#)

Tables 6a through 6c compare the facilities needed to address the existing deficiency as a percentage the facilities needed to address the future deficiency including population growth. When Sheboygan’s facilities do not meet the service standards, this study allocates the cost of planned projects to new development using the lesser of new growth’s share of future population and the portion of total facilities needed to address existing deficiencies, which varies by zone and service standard.

Table 6a - North Zone Service Standards

2015 Population (Thousands)	16.8		
Population Growth 2015 to 2030 (Thousands)	0.5		
Growth Share of Future Population	3.1%		
	Active Recreation	Conservation Area	Connecting Trails
Service Standard (acres per 1,000 population)	10.5	10.5	0.4
Current Absolute Performance (acres or miles)	166.4	107.6	2.6
Current Relative Performance (acres per 1,000 population)	9.9	6.4	0.2
Future Relative Performance (acres per 1,000 population)	9.6	6.2	0.2
Needed for Existing Deficiency (acres or miles)	10.0	68.8	4.1
Needed for Future Development (acres or miles)	5.6	5.6	0.2
Total Needs	15.6	74.4	4.3
Existing Deficiency Share of Needs	64%	92%	95%
New Development Share of Project Cost	3%	3%	3%
Simple Average Future Development Share of Needs	3.1%		

Table 6b - Central Zone Service Standards

2015 Population (Thousands)	17.7		
Population Growth 2015 to 2030 (Thousands)	1.8		
Growth Share of Future Population	9.1%		
	Active Recreation	Conservation Area	Connecting Trails
Service Standard (acres per 1,000 population)	10.5	10.5	0.4
Current Absolute Performance (acres or miles)	177.3	99.2	6.7
Current Relative Performance (acres per 1,000 population)	10.0	5.6	0.4
Future Relative Performance (acres per 1,000 population)	9.1	5.1	0.3
Needed for Existing Deficiency (acres or miles)	8.2	86.4	0.0
Needed for Future Development (acres or miles)	18.6	18.6	0.1
Total Needs	26.8	104.9	0.1
Existing Deficiency Percentage	31%	82%	35%
New Development Share of Project Cost	9%	9%	9%
Simple Average Future Development Share of Needs	9.1%		

Table 6c - South Zone Service Standards

2015 Population (Thousands)	14.3		
Population Growth 2015 to 2030 (Thousands)	1.0		
Growth Share of Future Population	6.5%		
	Active Recreation	Conservation Area	Connecting Trails
Service Standard (acres per 1,000 population)	10.5	10.5	0.4
Current Absolute Performance (acres or miles)	95.8	103.5	1.1
Current Relative Performance (acres per 1,000 population)	6.7	7.2	0.1
Future Relative Performance (acres per 1,000 population)	6.2	6.7	0.1
Needed for Existing Deficiency (acres or miles)	54.7	47.0	0.3
Needed for Future Development (acres or miles)	10.5	10.5	0.0
Total Needs	65.2	57.5	0.3
Existing Deficiency Percentage	84%	82%	99%
New Development Share of Project Cost	7%	7%	1%
Simple Average Future Development Share of Needs	4.8%		

Table 7 below applies the future development allocators from Tables 5a through 5c to the planned projects listed in Table 3.

Table 7 - Planned Project Cost by Zone							
	Total Project	North	Central	South			
<u>Community Parks</u>	<u>Cost</u>	<u>Allocation</u>	<u>Allocation</u>	<u>Allocation</u>	<u>North Cost</u>	<u>Central Cost</u>	<u>South Cost</u>
Deland Park	650,000	0.3	0.3	0.3	216,667	216,667	216,667
Evergreen Park	702,500	0.5	0.5	-	351,250	351,250	-
Jaycee Quarry Park	347,500	0.5	0.5	-	173,750	173,750	-
Kiwanis Park	50,000	0.3	0.3	0.3	16,667	16,667	16,667
Lakeview Park	770,000	-	0.5	0.5	-	385,000	385,000
Vollrath Park	510,000	0.5	0.5	-	255,000	255,000	-
Subtotal	3,030,000				1,013,333	1,398,333	618,333
<u>Neighborhood Parks</u>	<u>Cost</u>	<u>Allocation</u>	<u>Allocation</u>	<u>Allocation</u>	<u>North Cost</u>	<u>Central Cost</u>	<u>South Cost</u>
Charles Voight Park	-	1.0	-	-	-	-	-
Cleveland Park	143,000	1.0	-	-	143,000	-	-
Cole Park	-	1.0	-	-	-	-	-
End Park	20,000	1.0	-	-	20,000	-	-
Franklin Park	5,000	-	1.0	-	-	5,000	-
Grace Park	-	1.0	-	-	-	-	-
General King Park	10,000	-	0.5	0.5	-	5,000	5,000
Moose Park	5,000	-	1.0	-	-	5,000	-
Northeast Park	74,000	1.0	-	-	74,000	-	-
Optimist Park	123,000	-	-	1.0	-	-	123,000
Riverside Park	-	-	1.0	-	-	-	-
Roosevelt Park	-	-	-	1.0	-	-	-
Sheridan Park	-	-	1.0	-	-	-	-
Veterans' Park	183,000	-	0.5	0.5	-	91,500	91,500
Workers' Water Street Park	3,000	-	1.0	-	-	3,000	-
Subtotal	566,000				237,000	109,500	219,500

Table 7 continued - Planned Project Cost by Zone

	Total Project	North	Central	South			
Conservancy Parks	Cost	Allocation	Allocation	Allocation	North Cost	Central Cost	South Cost
Arrowhead Park	-	-	1.0	-	-	-	-
Bur Oak	50,000	0.3	0.3	0.3	16,667	16,667	16,667
Creekside Park	-	-	-	1.0	-	-	-
Manor Heights	-	1.0	-	-	-	-	-
Elwood May Environmental Park	451,000	0.3	0.3	0.3	150,333	150,333	150,333
Julson Park	-	-	1.0	-	-	-	-
Pigeon River Parkway	20,000	0.3	0.3	0.3	6,667	6,667	6,667
Subtotal	521,000				173,667	173,667	173,667
Special Use Parks	Cost	Allocation	Allocation	Allocation	North Cost	Central Cost	South Cost
8th Street Boat Landing	-	-	1.0	-	-	-	-
Butzen Property	3,642,264	0.3	0.3	0.3	1,214,088	1,214,088	1,214,088
Camelot Dog Run	15,500	-	-	1.0	-	-	15,500
Dog Run South	-	-	-	-	-	-	-
Fountain Park	-	0.3	0.3	0.3	-	-	-
Indian Mound Park	-	0.3	0.3	0.3	-	-	-
North Point	-	0.3	0.3	0.3	-	-	-
North Point Overlook	-	0.3	0.3	0.3	-	-	-
Rotary Riverview	-	-	1.0	-	-	-	-
South Pier	-	0.3	0.3	0.3	-	-	-
Southshore Park	95,000	-	0.5	0.5	-	47,500	47,500
Wildwood Athletic Complex	890,000	0.3	0.3	0.3	296,667	296,667	296,667
Wildwood Baseball	400,000	0.3	0.3	0.3	133,333	133,333	133,333
Subtotal	5,042,764				1,644,088	1,691,588	1,707,088
Multiple Use Paths	Cost	Allocation	Allocation	Allocation	North Cost	Central Cost	South Cost
North Calumet Drive	-	1.0	-	-	-	-	-
Harbor Shore Trails	-	0.5	0.5	-	-	-	-
River Walk	-	-	1.0	-	-	-	-
Shoreland 400	1,900,000	0.6	0.4	-	1,048,276	851,724	-
South Pier Trail	225,000	-	1.0	-	-	225,000	-
Superior Ave Trail	-	0.5	0.5	-	-	-	-
Taylor Dr Trail	-	-	0.7	0.3	-	-	-
Urban Rec Trail	-	-	1.0	-	-	-	-
Virginia Ave Pedestrian Bridge	-	-	-	-	-	-	-
Weeden Creek Road	325,000	-	-	1.0	-	-	325,000
	2,450,000				1,048,276	1,076,724	325,000
Planned New Parks	Cost	Allocation	Allocation	Allocation	North Cost	Central Cost	South Cost
Poth Property on Stahl Rd	-	-	-	1.0	-	-	-
Fox Meadows Park on Moenning	370,000	-	-	1.0	-	-	370,000
	370,000				-	-	370,000
Total Cost	11,979,764				4,116,364	4,449,812	3,413,588
Growth Allocation	not applicable				3.1%	9.1%	4.8%
Growth Cost	not applicable				126,720	404,570	165,494

Alternative: Impact Fee Calculation by Zone

Table 8 divides the growth cost calculated in Table 7 into the population forecasts from Table 1 to calculate an impact fee per person in a new residential development. Based on the U.S. Census’s 2011 through 2015 estimate of residents per household, Table 8 converts the per person impact fee into a per dwelling unit fee.

Geographical Zone	Growth Cost	Population Growth	Recommended per Capita Fee	Residents per Household	Impact Fee per Household
North	126,720	534	237	2.38	565
Central	404,570	1,767	229		545
South	165,494	1,003	165		393

Sheboygan plans to apply the per dwelling unit fee uniformly to single-family and multi-family residential development.

Housing Affordability

Tables 9a and 9b estimate the annual cost of home ownership with and without the proposed impact fee. The impact on housing cost is within the range that R/M considers affordable.

	No Impact Fee	Impact Fee
Home Price	150,000	150,547
Principal and Interest	8,675	8,706
Taxes	2,798	2,808
Annual Housing Cost	11,473	11,515
Income Required	40,974	41,124
Additional Income Required		150
Required Percent Increase		0.4%

Table 9b - Availability of Affordable Housing with Zonal Fee

	North Zone		Central Zone		South Zone	
	No Impact		No Impact		No Impact	
	Fee	Impact Fee	Fee	Impact Fee	Fee	Impact Fee
Home Price	150,000	150,565	150,000	150,545	150,000	150,393
Principal and Interest	8,675	8,707	8,675	8,706	8,675	8,697
Taxes	2,798	2,809	2,798	2,808	2,798	2,806
Annual Housing Cost	11,473	11,516	11,473	11,514	11,473	11,503
Income Required	40,974	41,129	40,974	41,123	40,974	41,082
Additional Income Required		154		149		107
Required Percent Increase		0.4%		0.4%		0.3%

Tables 9a and 9b also assumes that each development unit costs \$150,000, which will depend on the housing market in Sheboygan and the specifics of each development.

[Comparison to Peer Communities](#)

Several communities in Wisconsin charge impact fees for public parks and other public facilities. Other communities do not use impact fees. Table 10 compares the city-wide uniform impact fee proposed in this study to other communities’ existing impact fees. Table 10 shows that the impact fee proposed in this study is lower than most communities’ park impact fees.

Table 10 - Comparison of Proposed Park Impact Fee to Peer Communities

	2010 Population (Thousands)	Park Impact Fee	Total Impact Fee
	Mukwonago	7	-
Holmen	9	78	1,463
Oregon	9	1,800	2,932
River Falls	15	577	5,063
Oconomowoc	16	2,604	3,269
Menasha	17	-	-
Manitowoc	34	-	-
Oak Creek	35	2,105	3,946
Franklin	35	2,957	8,380
Wausau	39	-	-
Fond du Lac	43	-	-
Wauwatosa	46	-	-
Sheboygan Proposed	49	547	547
La Crosse	51	-	-
Janesville	64	-	-
Eau Claire	66	-	-
Oshkosh	66	-	-
Waukesha	71	1,774	3,759
Appleton	73	-	-
Kenosha	100	1,415	4,696
Green Bay	104	-	-

Recommendation

R/M recommends that Sheboygan carefully review this draft report. R/M further recommends that Sheboygan implement the proposed impact fees for new residential development. In particular, the city-wide uniform fee has the advantage of being easier to administer and track.

Appendix: Draft Ordinance

Chapter xx – Impact Fee Ordinance

xx.01	Purpose and Authority
xx.02	Definitions
xx.03	Imposition of Impact Fees
xx.04	Impact Fee Adjustments
xx.05	Segregated Account
xx.06	Time of Use and Refunds
xx.07	Appeals
xx.08	Effect of Impact Fee on Zoning and Subdivision Regulations
xx.09	Impact Fee as Additional and Supplemental Requirement
xx.10	Severability
xx.11	Automatic Increases

xx.01 – Purpose and Authority

This ordinance imposes impact fees in accordance with Wisconsin Statutes s. 66.0617 to pay for park and recreation facilities required to serve new development.

xx.02 – Definitions

Words used in this ordinance have the meanings given in Wisconsin Statutes s. 66.0617(1).

xx.03 – Imposition of Impact Fees

By this ordinance, the City of Sheboygan imposes an impact fee on residential development. No building permit shall be issued for residential development without payment of the following impact fees.

New residential development in the City of Sheboygan shall pay an impact fee for each dwelling unit.

xx.04 – Impact Fee Adjustments

- a. The City of Sheboygan may reduce the impact fee by the value of land dedicated by the developer to the City of Sheboygan and accepted by the City.

- b. As allowed by Wisconsin Statutes s. 66.0617(7), the Sheboygan Common Council may waive or reduce impact fees on land development that provides low-cost housing, except that no amount of an impact fee for which an exemption or reduction is provided under this subsection may be shifted to any other land development in the municipality
- c. Impact fees shall be reduced as required by Wisconsin Statutes s. 66.0617(6)(d) to compensate for other capital costs imposed by the municipality for the public facilities for which the impact fees are imposed.
- d. Impact fees shall be reduced as required by Wisconsin Statutes s. 66.0617(6)(e) to compensate for moneys received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees are imposed.

xx.05 – Segregated Account

As required by Wisconsin Statutes s. 66.0617(8), the City shall maintain a segregated, interest-bearing account for revenues collected from impact fees. The City shall account for impact fee funds separately from other City funds. The City of Sheboygan shall only expend funds in the segregated account for the specific projects for which the impact fee was imposed and for refunds required under subsection 7 below.

xx.06 – Time of Use and Refunds

- a. As required by Wisconsin Statutes s. 66.0617(9)(a), impact fees collected within seven years of the effective date of this ordinance, but are not used within ten years after the effective date of this ordinance to pay the capital costs for which they were imposed, shall be refunded to the current owner of the property on which the impact fees were imposed, along with any accumulated interest.
- b. Impact fees collected more than seven years after the effective date of this ordinance shall be used to pay for the capital costs for which they were imposed or refunded as provided in subsection a above within ten years of the date on which they were collected.

xx.07 – Appeals

- a. A developer upon whom an impact fee is imposed may appeal the amount, method of collection, or use of the impact fee in writing to the City of Sheboygan Department of Planning and Development, provided the following conditions are met.
 - (i) The developer files the appeal within 15 days of the date on which the impact fee is imposed.
 - (ii) The developer specifies in writing the basis for the appeal, including his or her independent calculation of the impact fee and all information supporting the independent calculation.
 - (iii) The developer pays the impact fee to the City before filing the appeal.

- b. Within 30 days of receiving the appeal request, the Department of Community Development shall evaluate the appeal, recommend a resolution, and forward the appeal and recommendation to the Common Council. The Common Council shall place the matter on the agenda for its next meeting.
- c. If the Common Council finds that the impact fee does not comply with this ordinance and Wisconsin Statutes s. 66.0617, it may negate or modify the impact fee.
- d. Provided the developer has paid the impact fee and properly obtained all required permits and approvals, the developer may proceed with construction while the impact fee appeal is under consideration.

xx.08 – Effect of Impact Fee on Zoning and Subdivision Regulations

This ordinance shall not affect any zoning or subdivision regulations or any other regulations of the City of Sheboygan, which shall remain in full force and effect.

xx.09 – Impact Fee as Additional and Supplemental Requirement

Except as required by Wisconsin Statutes s. 66.0617(6)(d), the impact fee established by this ordinance is an addition and supplement to, not a substitute for, any other requirements imposed on the development of land or the issuance of building permits.

xx.10 – Severability

If any provision of this ordinance is declared illegal or invalid for any reason, that illegality or invalidity shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect.

xx.11 – Automatic Increases

The impact fees imposed in this chapter shall be automatically adjusted during the first quarter of each year by the percentage equal to that of the rate of consumer inflation based upon the percent of change of the yearly Consumer Price Index for the previous year for the Milwaukee metropolitan area as reported by the U.S. Department of Labor, Bureau of Labor Statistics. The [insert position] shall determine such adjustment and maintain a copy of the said Consumer Price Index upon which such adjustment was made.

~~IX~~

6.1

Gen. Ord. No. 36 - 16 - 17. By Alderpersons Belanger and Thiel.
January 3, 2017.

AN ORDINANCE creating Article III of Chapter 74 of the Municipal Code relating to impact fees.

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

Section 1. Article III of Chapter 74 of the Municipal Code is hereby created to read as follows:

"ARTICLE III. PARK IMPACT FEES

Sec. 74-80. *Purpose and Authority.*

This ordinance imposes impact fees in accordance with §66.0617, Wis. Stats., to pay for park and recreation facilities required to serve new development.

Sec. 74-81. *Definitions.*

Words used in this ordinance have the meanings given in §66.0617(1), Wis. Stats.

Sec. 74-82. *Service Areas.*

As allowed by §66.0617(5)(b), Wis. Stats., the City of Sheboygan defines the following service areas.

- a) The north zone includes every parcel in the City north of the center of Superior Avenue.
- b) The central zone includes every parcel in the City south of the center of Superior Avenue and north of the center of Union Avenue.
- c) The south zone includes every parcel in the City south of the center of Union Avenue.

Sec. 74-83. *Imposition of Impact Fees.*

By this ordinance, the City imposes an impact fee on residential development. No building permit shall be issued for residential development without payment of the following impact fees.

- a) New development in the north zone of the City shall pay an impact fee of \$~~x,xxx~~ for each residential equivalent.

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b) New development in the central zone of the City shall pay an impact fee of \$~~x,xxx~~ for each residential equivalent.

c) New development in the south zone of the City shall pay an impact fee of \$~~x,xxx~~ for each residential equivalent.

Sec 74-84. Impact Fee Adjustments.

a) The City may reduce the impact fee by the value of land dedicated by the developer to the City of Sheboygan and accepted by the City.

b) As allowed by §66.0617(7), Wis. Stats., the Common Council may waive or reduce impact fees on land development that provides low-cost housing, except that no amount of an impact fee for which an exemption or reduction is provided under this subsection may be shifted to any other land development in the municipality.

c) Impact fees shall be reduced as required by §66.0617(6)(d), Wis. Stats., to compensate for other capital costs imposed by the municipality for the public facilities for which the impact fees are imposed.

d) Impact fees shall be reduced as required by §66.0617(6)(e), Wis. Stats., to compensate for moneys received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees are imposed.

Sec. 74-85. Segregated Account.

As required by §66.0617(8), Wis. Stats., the City shall maintain a segregated, interest-bearing account for revenues collected from impact fees. The City shall account for impact fee funds separately from other City funds. The City shall only expend funds in the segregated account for the specific projects for which the impact fee was imposed and for refunds required under sec. 74-86.

Sec. 74-86. Time of Use and Refunds.

a) As required by §66.0617(9)(a), Wis. Stats., impact fees collected within seven years of the effective date of this ordinance, but not used within ten years after the effective date of this ordinance to pay the capital costs for which they were imposed, shall be refunded to the current owner of the property on which the impact fees were imposed, along with any accumulated interest.

b) Impact fees collected more than seven years after the effective date of this ordinance shall be used to pay for the capital costs for which they were imposed or refunded as provided in subsection (a) above within ten years of the date on which they were collected.

Sec. 74-87. *Appeals.*

a) A developer upon whom an impact fee is imposed may appeal the amount, method of collection, or use of the impact fee in writing to the department of planning and development, provided the following conditions are met:

- 1) The developer files the appeal within 15 days of the date on which the impact fee is imposed; and
- 2) The developer specifies in writing the basis for the appeal, including his or her independent calculation of the impact fee and all information supporting the independent calculation; and
- 3) The developer pays the impact fee to the City before filing the appeal.

b) Within 30 days of receiving the appeal request, the department of planning and development shall evaluate the appeal, recommend a resolution, and forward the appeal and recommendation to the Common Council. The Common Council shall place the matter on the agenda for its next meeting.

c) If the Common Council finds that the impact fee does not comply with this ordinance and §66.0617, Wis. Stats., it may negate or modify the impact fee.

d) Provided the developer has paid the impact fee and properly obtained all required permits and approvals, the developer may proceed with construction while the impact fee appeal is under consideration.

Sec. 74-88. *Effect of Impact Fee on Zoning and Subdivision Regulations*

This ordinance shall not affect any zoning or subdivision regulations or any other regulations of the City of Sheboygan, which shall remain in full force and effect.

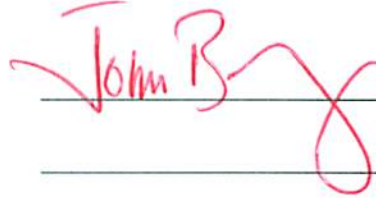
Sec. 74-89. *Impact Fee as Additional and Supplemental Requirement.*

Except as required by §66.0617(6)(d), Wis. Stats., the impact fee established by this ordinance is an addition and supplement to, not a substitute for, any other requirements imposed on the development of land or the issuance of building permits.

Sec. 74-90. *Severability.*

If any provision of this ordinance is declared illegal or invalid for any reason, that illegality or invalidity shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect 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: An Ordinance creating Article III of Chapter 74 of the Municipal Code relating to Impact Fees.

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

REPORT DATE: January 5, 2017

MEETING DATE: January 10, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

Wisconsin Statutes: §66.0617, Stats.
Municipal Code: Chapter 74

BACKGROUND / ANALYSIS:

In an effort to support the costs of new park development while protecting current taxpayers, the city hired Ruckert-Milke to conduct a Needs Assessment and Impact Fee Study.

STAFF COMMENTS:

Ruckert-Milke's study included the recommendation that the City adopt an ordinance authorizing impact fees, and provided a suggested template. The City Attorney reviewed the template and made some changes to reflect City procedure. A few other changes have been suggested, as well as some blanks filled. A substitute ordinance will be available at the meeting.

ACTION REQUESTED: Approval of the substitute ordinance by the Public Works Committee and recommendation to the Common Council.

ATTACHMENTS:

- I. G.O. 36-16-17
- II. Subs. G.O. 36-16-17
- III. Draft Park Impact Fee Study from Ruckert & Mielke, Inc.
- IV. Summary for Public Works Committee from Ruckert & Mielke, Inc.

Subs. of Gen. Ord. No. 36 - 16 - 17. By Alderpersons Belanger, Thiel,
Bohren, Bitters and Rabe.
January 17, 2017.

AN ORDINANCE creating Article III of Chapter 74 of the Municipal Code relating to impact fees.

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

Section 1. Article III of Chapter 74 of the Municipal Code is hereby created to read as follows:

"ARTICLE III. PARK IMPACT FEES

Sec. 74-80. *Purpose and Authority.*

This ordinance imposes impact fees in accordance with §66.0617, Wis. Stats., to pay for park and recreation facilities required to serve new development.

Sec. 74-81. *Definitions.*

Words used in this ordinance have the meanings given in §66.0617(1), Wis. Stats.

Sec. 74-82. *Imposition of Impact Fees.*

a) By this ordinance, the City imposes an impact fee on residential development. No building permit shall be issued for residential development without payment of the following impact fees.

b) During the 2017 calendar year, the impact fee imposed by the City shall be \$547.00 per dwelling unit.

c) The impact fees imposed under this section shall be automatically adjusted, without further action by the Common Council, during the first quarter of each year by the percentage equal to that of the rate of consumer inflation based upon the percent of change of the yearly Consumer Price Index for the previous year for the Milwaukee metropolitan area as reported by the U.S. Department of Labor, Bureau of Labor Statistics. The finance director/treasurer, or his/her designee, shall determine such adjustment and maintain a copy of the said Consumer Price Index upon which such adjustment was made in the Finance Department.

Sec. 74-83. *Impact Fee Adjustments.*

a) The City may reduce the impact fee by the value of land dedicated by the developer to the City of Sheboygan and accepted by the City.

b) As allowed by §66.0617(7), Wis. Stats., the Common Council may waive or reduce impact fees on land development that provides low-cost housing, except that no amount of an impact fee for which an exemption or reduction is provided under this subsection may be shifted to any other land development in the municipality.

c) Impact fees shall be reduced as required by §66.0617(6)(d), Wis. Stats., to compensate for other capital costs imposed by the municipality for the public facilities for which the impact fees are imposed.

d) Impact fees shall be reduced as required by §66.0617(6)(e), Wis. Stats., to compensate for moneys received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees are imposed.

Sec. 74-84. *Segregated Account.*

As required by §66.0617(8), Wis. Stats., the City shall maintain a segregated, interest-bearing account for revenues collected from impact fees. The City shall account for impact fee funds separately from other City funds. The City shall only expend funds in the segregated account for the specific projects for which the impact fee was imposed and for refunds required under sec. 74-86.

Sec. 74-85. *Time of Use and Refunds.*

a) As required by §66.0617(9)(a), Wis. Stats., impact fees collected within seven years of the effective date of this ordinance, but not used within ten years after the effective date of this ordinance to pay the capital costs for which they were imposed, shall be refunded to the current owner of the property on which the impact fees were imposed, along with any accumulated interest.

b) Impact fees collected more than seven years after the effective date of this ordinance shall be used to pay for the capital costs for which they were imposed or refunded as provided in subsection (a) above within ten years of the date on which they were collected.

Sec. 74-86. *Appeals.*

a) A developer upon whom an impact fee is imposed may appeal the amount, method of collection, or use of the impact fee in writing to the department of planning and development, provided the following conditions are met:

- 1) The developer files the appeal within 15 days of the date on which the impact fee is imposed; and
- 2) The developer specifies in writing the basis for the appeal, including his or her independent calculation of the impact fee and all information supporting the independent calculation; and
- 3) The developer pays the impact fee to the City before filing the appeal.

b) Within 30 days of receiving the appeal request, the department of planning and development shall evaluate the appeal, recommend a resolution, and forward the appeal and recommendation to the law and licensing committee for a hearing. The hearing shall be heard within fifteen days of receipt of the appeal and recommendation by the committee.

c) Any interested party may present evidence directly related to the issues raised in the appeal. At such a hearing, the determination of the department of planning and development shall be termed an initial determination.

d) The owner or custodian may file with the request for hearing written evidence and argument in support of the person's position with respect to the initial determination.

e) If the law and licensing committee finds that the impact fee does not comply with this ordinance and §66.0617, Wis. Stats., it may negate or modify the impact fee.

f) Provided the developer has paid the impact fee and properly obtained all required permits and approvals, the developer may proceed with construction while the impact fee appeal is under consideration.

Sec. 74-87. *Effect of Impact Fee on Zoning and Subdivision Regulations.*

This ordinance shall not affect any zoning or subdivision regulations or any other regulations of the City of Sheboygan, which shall remain in full force and effect.

Sec. 74-88. *Impact Fee as Additional and Supplemental Requirement.*

Except as required by §66.0617(6)(d), Wis. Stats., the impact fee established by this ordinance is an addition and supplement to, not a substitute for, any other requirements imposed on the development of land or the issuance of building permits.

Sec. 74-89. *Severability.*

If any provision of this ordinance is declared illegal or invalid for any reason, that illegality or invalidity shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect 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

Options for Funding Park Improvements to Serve New Development

When Sheboygan needs new or improved parks to serve new development, the Wisconsin Statutes allows it to fund the parks through impact fees. Developers contribute to a reserve fund before receiving a building permit. Sheboygan uses the money for park projects.

Municipalities throughout Wisconsin use this approach to fund facilities: libraries, fire departments, police departments, water and sewer systems, parks, among others.

Advantages

Sheboygan provides park facilities to encourage and serve new development without increasing taxes on existing residents. Developers pay only in proportion to the benefit they receive. Developers do not pay for projects that benefit current residents.

Disadvantages

The Wisconsin impact fee statute requires Sheboygan to track and account for impact fee revenue. The money may only be used for projects specified in the study, and Sheboygan must refund the property owner if the money isn't spent within a specified time limit.

What options does Sheboygan have?

Sheboygan may apply the same rate throughout the City, or it may apply different rates in different parts of the City.

Option One: Uniform throughout the City

Throughout the City	\$547
---------------------	-------

Option Two: Different by Zone

North Zone	\$565
Central Zone	\$545
South Zone	\$393

Questions?

Andrew Behm, Economic Consultant
262-953-4156
abehm@ruekert-mielke.com

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to authorize executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.

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

REPORT DATE: January 5, 2016

MEETING DATE: January 10, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

This request is to lease approximately 30 acres of agricultural land that the City owns in the Town of Wilson just south of the City limits (the Poth property). David Gartman owns the farmland immediately adjacent to the Poth property and has leased these acres for several years. This is a yearly lease.

STAFF COMMENTS:

The Poth property is not contiguous with the corporate City limits as a result the property will not be developed until it can be annexed into the City. Mr. Gartman has been a good steward of this property and has frequently kept watch over the property on our behalf. Mr. Gartman leases the farmland at the market rate.

ACTION REQUESTED:

Motion to recommend the Common Council approve a resolution to execute a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr. to David Gartman.

ATTACHMENTS:

- I. Res. 160-16-17

III

4.3

Res. No. 160 - 16 - 17. By Alderperson Belanger. December 19, 2016.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the Town of Wilson, 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 2017 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the Town of Wilson.

Pub. Wks.

John Berg

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 _____, 2017, 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 Moening 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, Town of Wilson, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2017 through December 31, 2017.

3. That the total rental rate for this parcel of land for 2017 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, 2017.

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. That prior to the planting of crops by the **LESSEE**, **LESSOR** may remove from the total acreage leased any part thereof upon written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**, and during the crop season, **LESSOR** may remove from the total acreage leased to **LESSEE** any part thereof upon written notice to **LESSEE**, and **LESSOR** shall pay damages to **LESSEE**. Said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease.

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 _____, 2017.

LESSEE

BY: _____
David L. Gartman

This document consists of three (3) typewritten pages, including the following signature page.

Dated this ____ day of _____, 2017.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2017.

Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res. No.
-16-17.

III

4.5

Res. No. 161 - 16 - 17. By Alderperson Belanger. December 19, 2016.

A RESOLUTION to declare May 13, 2017, International Migratory Bird Day.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities,

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring,

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide,

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes,

WHEREAS, public awareness and concerns are crucial components of migratory bird conservation,

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations,

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.,

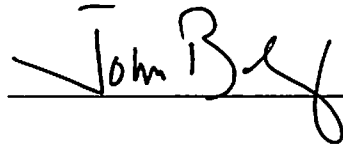
WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun,

Pub Wks

WHEREAS, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants,

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

RESOLVED: That the City of Sheboygan declares May 13, 2017, International Migratory Bird Day.



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

III

4.2

Res. No. 168- 16 - 17. By Alderperson Belanger. January 3, 2017.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (revised date December 21, 2016), I.D. 4996-01-78/79/80/81 for design and construction for the North Avenue Reconstruction from Calumet Drive to N. 15th St. scheduled for 2019 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the North Avenue Reconstruction from Calumet Drive to N. 26th St. for the proposed sum of \$3,907,656 of which the Federal/State share is \$2,785,851 and of which the City of Sheboygan's share is \$1,002,075, and Union Pacific share is \$120,000.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

Pub Wks.

John Boy

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution Authorizing City Officials to Execute a Revision to the State Municipal Agreement (WI DOT 4996-01-78/79/80/81) for the North Avenue Reconstruction Project from Calumet Drive to North 15th Street between the City of Sheboygan and the State of Wisconsin, Department of Transportation.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: December 23, 2016

MEETING DATE: January 3, 2017

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:

As a project of this magnitude is going through the design process the estimated cost is constantly being revised. The revised State Municipal Agreement reflects the updated cost for all entities participating in the project.

STAFF COMMENTS:

This project is the reconstruction of North Avenue from Calumet Drive to N. 15th Street. This project is scheduled to be constructed in 2019.

ACTION REQUESTED:

Motion to recommend the Common Council approve a resolution to execute a Revision to the State Municipal Agreement between the City of Sheboygan and the State of Wisconsin, Department of Transportation.

ATTACHMENTS:

- I. Res. ___-16-17
- II. Revised State Municipal Agreement



**2nd REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

This agreement supersedes the agreement signed by the Municipality on October 16, 2016 and signed by DOT on October 24, 2016.

Program Name: STP-Urban
Population Group: 50,000 - 200,000
Sub-program #: 206

Revised Date: DECEMBER 21, 2016
Date: JUNE 6, 2014
I.D.: 4996-01-78/79/80/81
Road Name: C SHEBOYGAN, NORTH AVE
Limits: CALUMET DRIVE – 15TH STREET
County: SHEBOYGAN
Roadway Length: 0.6 MILES
Functional Classification: MINOR ARTERIAL
Project Sponsor: CITY OF SHEBOYGAN
Urbanized Area: SHEBOYGAN MPO

The signatory, City of Sheboygan, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility is 2-4 lanes that are 12 feet wide. The cross section is urban. The pavement is a combination of PCC and HMAC on PCC which has transverse and longitudinal cracking and depressions. The facility was last improved in 1952 and 1983. It has curb and gutter, sidewalk, and bicycle accommodations. There is spot lighting. There is sub-standard horizontal alignment. There is a railroad facility within 1000 feet of the project limits.

Proposed Improvement - Nature of work: The proposed project is a reconstruction of the urban cross section. New concrete pavement, sidewalk, and curb and gutter will be constructed. Signals will be installed. Railroad improvements are proposed. Spot lighting will be installed. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: None.

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 74.1% federal funding up to a maximum of \$2,785,581 for all federally-funded project phases when the municipality agrees to provide the remaining 25.9% and all funds in excess of the \$2,785,581 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work

performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

SUMMARY OF COSTS							
PHASE	Total Est. Cost	Federal Funds	%	UNION PACIFIC	%	Municipal Funds	%
ID 4996-01-78							
Design	\$356,839	\$267,629	75%*			\$89,210	25% + BAL
State Review	\$89,203	\$66,902	75%*			\$22,301	25% + BAL
4996-01-78 Subtotal	\$446,042	\$334,531				\$111,511	
ID 4996-01-80 Railroad							
Crossing Surface	\$250,000	\$105,000	42%	\$120,000	48%	\$25,000	10%
ID 4996-01-81 Railroad							
Signals	\$252,500	\$202,000	80%			\$50,500	20%
ID 4996-01-79							
Construction	\$2,632,035	\$1,905,593	72%			\$726,442	28% + BAL
State Review	\$327,079	\$238,457	72%			\$88,622	28% + BAL
4996-01-79 Subtotal	\$2,959,114	\$2,144,050				\$815,064	
Total Est. Cost Distribution	\$3,907,656	\$2,785,581	N/A	\$120,000	N/A	\$1,002,075	N/A

*The percentage of project costs covered by federal funding at approval, 74%, is based on TIP Committee Action. Due to the federal funding cap, which is \$2,785,581 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)		
Title	Date	Name
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All applicable DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
 - k. Other eligible rail items: Crossing surface and signals
5. The work will be administered by the State and may include items not eligible for Federal participation.
 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2048 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Other 100% Municipally funded items: None
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
- 21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

- 22. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the

Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

23. **Maintenance of Records:** During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

- a. ID 4996-01-78: Design is funded with 75% federal funding, when the municipality agrees to provide the remaining 25%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 75% with federal funding and 25% by the Municipality.
- b. ID 4996-01-80: Costs for railroad crossing surface are funded with 42% federal funding when the municipality agrees to provide 10% and railroad agrees to provide the remaining 48%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- c. ID 4996-01-81: Costs for railroad signals are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- d. ID 4996-01-79: Construction:
 - i. Costs for roadway reconstruction are funded with 72% federal funding when the municipality agrees to provide the remaining 28%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 72% with federal funding and 28% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- e. **Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of \$2,785,581. This federal funding cap applies to all federally funded project phases.

[End of Document]

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Report of Officer Communication from Howard Worthey, 1411 Camelot Boulevard, regarding alleged damages to his mailbox done by a City snow plow truck.

REPORT PREPARED BY: Michael J. Willmas, Superintendent of Facilities and Traffic

REPORT DATE: January 5, 2016

MEETING DATE: January 10, 2016

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:

In October of 2011, a letter was drafted by Joel Kolste, past Superintendent of Streets and Sanitation, with reference to mailboxes that were accidentally damaged by City snowplows. In 2012, these letters were distributed to residents of the City of Sheboygan whose mailboxes were damaged.

STAFF COMMENTS:

The letter states the City of Sheboygan will replace damaged mailboxes with a standard box and wood post and that all repairs will be installed per United States Postal Service standards. This policy covers 95% of the mailboxes damaged yearly. The citizen that opts to have a non-standard mailbox and post may have one installed at their own expense. This policy is in line with the County of Sheboygan and the City of Sheboygan Falls.

ACTION REQUESTED:

Motion to recommend the Public Works Committee to file the Report of Officer 189-16-17 and notify Mr. Worthey that all claims need to be filed with the City Clerk's office and forwarded on to the Finance Committee.

ATTACHMENTS:

- I. R.O. 189-16-17
- II. Sample Letter for Mailbox Replacement



Dear Resident:

It has come to our attention that your mailbox has been accidentally damaged by City snowplows. It is the Department's policy to repair mailboxes damaged by City snowplows. However, if your mailbox needs to be replaced, the Department will replace your damaged mailbox with a standard box and standard post. (Steel box with wood post) Owners that would like a mailbox other than the standard box and post will be required to purchase and install at their own expense. If the repair involves installing a new post, a temporary mailbox will be installed until the frost is out of the ground in the spring. All repairs and new posts will be installed per United States Postal Service installation standards.

With your continued cooperation, the City can continue to provide essential services to City residents. Please feel free to contact me with any questions at 459-3440.

Thank you for your patience

DEPARTMENT OF
PUBLIC WORKS
MUNICIPAL SERVICE BUILDING
OPERATIONS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081-4790

920/459-3440
FAX 920/459-3443

II

3.1

R. O. No. 189-16-17. By CITY CLERK. December 19, 2016.

Submitting a communication from Howard Worthey regarding alleged damages done by one of the snow plows when they hit his mailbox,

Pub. Wks.

City Clerk

Richards, Susan

From: Alderperson Jim Bohren
Sent: Tuesday, December 13, 2016 1:24 PM
To: Richards, Susan
Cc: Biebel, David; Blasiola, Jason; Alderperson Joseph Heidemann;
howardworthy@gmail.com
Subject: FW: Mail Box Damage
Attachments: 20161212_145817.jpg; 20161212_145824.jpg; 20161213_082508.jpg; 20161213_082521.jpg

Sheboygan City Clerk Sue Richards - Sue

Please include Mr. Worthy's e-mail and attachments as a document for the Monday December 19th 2016 Common Council meeting and please refer it to the Public Works Committee. 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

2016 - 2017 Committee Assignments

Finance Committee - Vice Chairman

Public Works Committee

Capital Improvements Commission

From: Howard worthy [howardworthy@gmail.com]
Sent: Tuesday, December 13, 2016 8:49 AM
To: Alderperson Jim Bohren
Subject: Mail Box Damage

Mr. Bohren,

Per our phone conversation here is the follow up email you requested.

Some time between the evening of Dec 11 and the morning of Dec 12 it appears that one of the city snowplows struck my mail box damaging the metal box and loosing the post from the ground. Pictures of the damage are attached. I called and reported it to the DPW and someone came by and dropped off a temp mail box in a 5 gal bucket with a note that stated they would come back in the spring when the ground thaws and I quote **"if you mail box needs to be replaced, the Department will replace your damaged mailbox with a standard box and standard post. (steel box with wood post) Owners that would like a mailbox other than the standard box and post will be required to purchase and install at their own expense."**

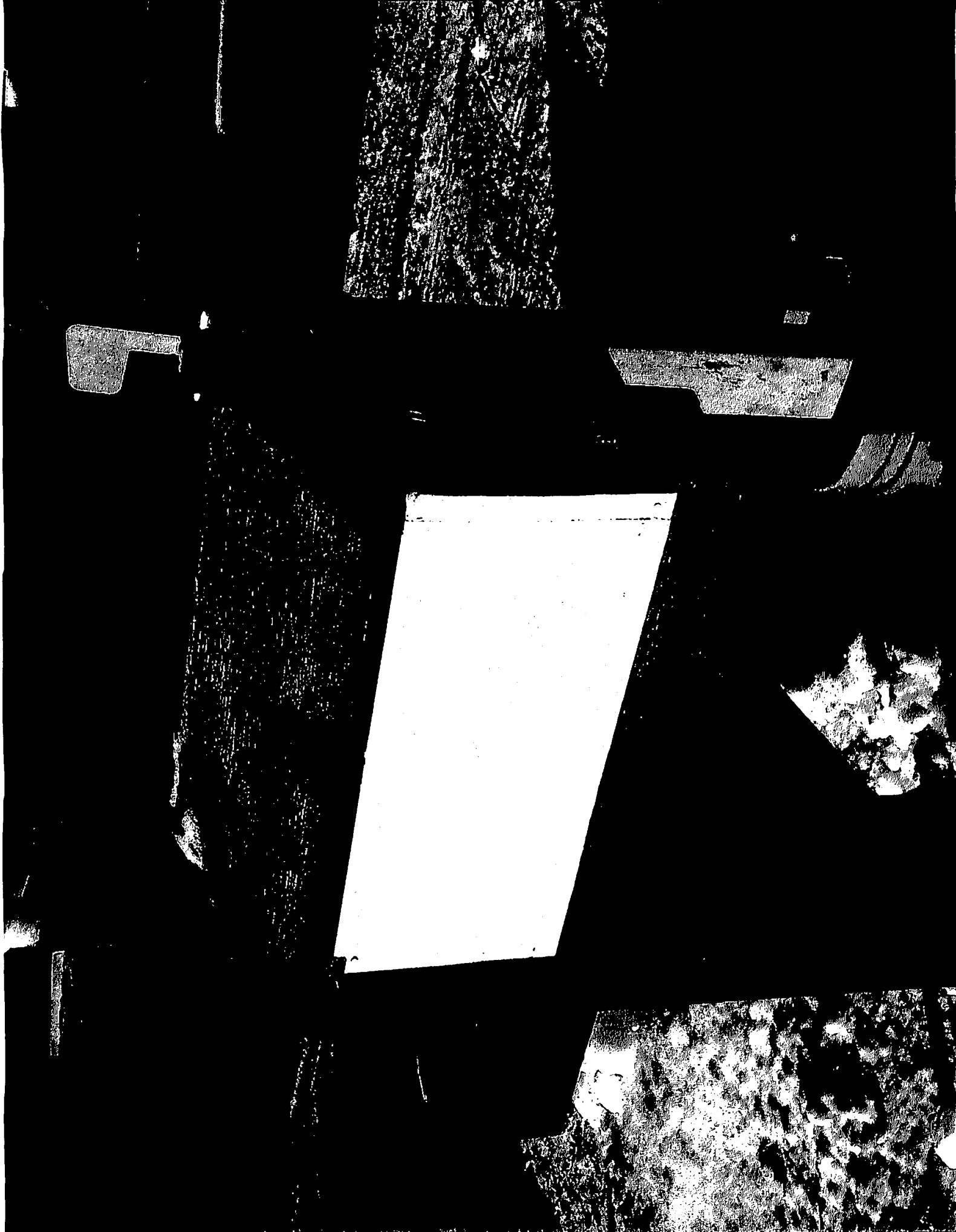
I feel that this policy is unfair and that the city should repair my mailbox back to the original condition it was in prior to the damage. it was not a "standard box" and I should not have to settle for less that what was there. The damage would only require someone to remove the old metal box and replace it which would involve disassembly of the wood covering, replacing the mailbox, and reinstalling the wood, minor caulking and painting may be required and I have the touch up paint.

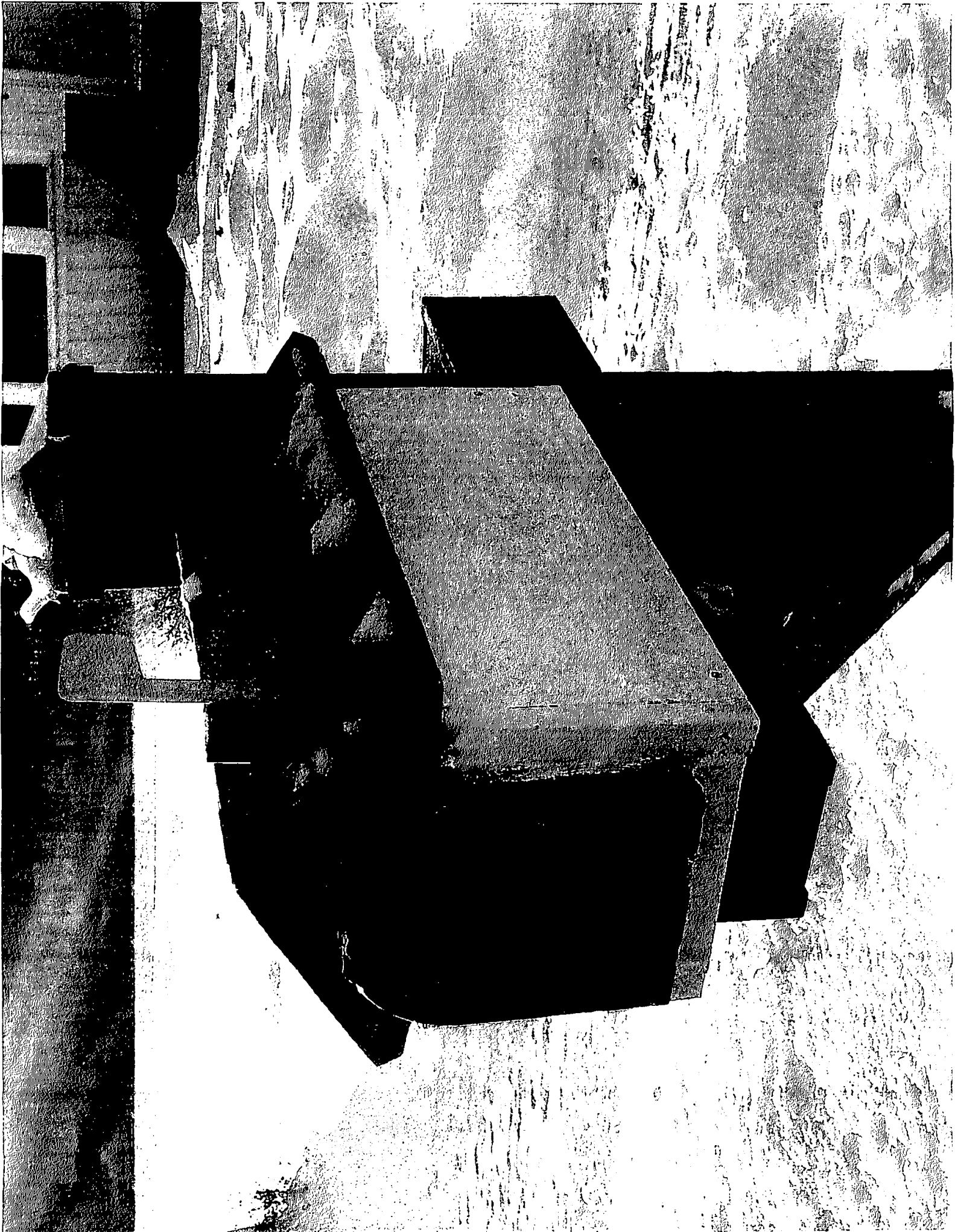
Thank you again for taking the time to speak with me today concerning this issue and your willingness to follow up on it.

**Howard Worthey
1411 Camelot Blvd
985-856-2364**









Gorges, Wendy

From: Alderperson John Belanger
Sent: Tuesday, January 03, 2017 2:03 PM
To: rternes_1@charter.net; Alderperson Todd Wolf; Mayor Vandersteen
Cc: Blasiola, Jason; Biebel, David; Gorges, Wendy; Sazama, Ryan
Subject: RE: Truck traffic on Non-truck route

Robert,

I will have this email forwarded to the Public Works Committee for them to review. I will keep you posted. Thanks for the information and email. If you have any further questions or issues please let me know. Thanks.

Alderman John Belanger
1st District - Wards 1,2 & 3
City of Sheboygan, Wisconsin
john.belanger@ci.sheboygan.wi.us
cell (920) 946-2738

From: rternes_1@charter.net [rternes_1@charter.net]
Sent: Tuesday, January 03, 2017 1:57 PM
To: Alderperson John Belanger; Alderperson Todd Wolf; Mayor Vandersteen
Subject: Truck traffic on Non-truck route

I don't know if it is because drivers are using GPS units that are not truck specific or if they are getting bad directions from warehouse workers, but there are a lot of out of town semis using 25th street off of Calumet Drive to Mayflower Ave to go to the warehouses at the former Lear Seating plant and sometimes to Gus Holman Scrap. I believe we need increased truck route enforcement or at least a no truck sign at the intersection of Calumet Dr. and 25th St..

Thank You,

Robert Ternes
2433 Mayflower Ave.
Sheboygan, WI 53083
920-452-5631