



PUBLIC WORKS COMMITTEE AGENDA

May 27, 2025 at 5:00 PM

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,
Sheboygan, WI**

**This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99
and: www.wcssheboygan.com/vod.**

Notice of the Public Works Committee meeting at 5:00 PM or immediately following the Licensing, Hearings, and Public Safety Committee meeting, TUESDAY, May 27, 2025 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI.

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: May 12, 2025

ITEMS FOR DISCUSSION & POSSIBLE ACTION

Open to public discussion - limit of three minutes per person with comments pertaining to items on the agenda.

6. R. C. No. 288-24-25 by Public Works Committee to whom was referred Res. No. 96-24-25 / A resolution authorizing the appropriate City officials to execute a Memorandum of Understanding with Friends of the Shaw Family Playground, Inc. regarding the terms and understanding between the parties with regard to the playground designed for use by children of all abilities; recommends referred to the 2025-2026 Council.
7. Res. No. 15-25-26 / A resolution authorizing the appropriate City officials to execute a Use and Services Agreement with Second Revolution, LLC regarding the use of the Deland Beach House overlooking the Deland Park Beach at 1037 Broughton Drive.

- [8.](#) Direct Referral Res. No. 17-25-26 / A resolution authorizing the appropriate City officials to execute an Underground Electric and Communication Easement for Alliant Energy at Roosevelt Park (Parcel No. 59281308240).
- [9.](#) Direct Referral Res. No. 18-25-26 / A resolution authorizing the appropriate City officials to enter into a contract with JT Engineering, Inc. regarding construction management services during the Commerce/Mayline reconstruction project.

NEXT MEETING DATE

10. Next Regular Meeting Date: June 9, 2025

ADJOURNMENT

11. Motion to adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

CITY OF SHEBOYGAN

PUBLIC WORKS COMMITTEE MINUTES

Monday, May 12, 2025

COMMITTEE MEMBERS PRESENT: Chair Dean Dekker, Vice Chair Zach Rust, Alderperson John Belanger, Alderperson Ryan Menzer, Alderperson Susie Boorse

STAFF/OFFICIALS PRESENT: City Administrator Casey Bradley, Alderperson Michael Close, Alderperson Robert La Fave, Director of Public Works Travis Peterson, City Engineer Kevin Jump, Deputy Director of Field Operations Joel Kolste, Parks Manager Joe Kerlin, Director of Facilities & Operations Mike Willmas, City Forester Tim Bull, Fire Chief Eric Montellano, Deputy City Attorney Liz Majerus, WSCS Program Director Scott Mealiff, Administrative Clerk Stacy Weseljak

OTHERS PRESENT: Trixie Daehn, Craig Daehn, Carrie Strassburg, Jessica Meidl, Patrick Pentek, Patrick Miron, Bryan Kelly, Asher Heimermann, Brian Wells

OPENING OF MEETING

1. Call to Order

Chair Dekker called the meeting to order at 5:00 pm

2. Roll Call

3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: April 8, 2025

MOTION TO APPROVE MINUTES FROM APRIL 8, 2025

Motion made by Vice Chair Rust, Seconded by Alderperson Boorse.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer, Alderperson Boorse

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Tree Appeal - 2111 Kansas Avenue

MOTION TO DENY THE APPEAL AND DIRECT THE CITY FORESTER TO PLANT THE TREE AT 2111 KANSAS AVENUE

Motion made by Vice Chair Rust, Seconded by Alderperson Boorse.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Boorse

Voting Nay: Alderperson Menzer

7. Tree Appeal - 3027 S 20th Street

MOTION TO GRANT THE APPEAL DIRECT THE CITY FORESTER NOT TO PLANT THE TREE AT 3027 S 20TH STREET

Motion made by Alderperson Belanger, Seconded by Vice Chair Rust.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer, Alderperson Boorse

8. Tree Appeal - 3101 S 20th Street

MOTION TO GRANT THE APPEAL DIRECT THE CITY FORESTER NOT TO PLANT THE TREE AT 3101 S 20TH STREET

Motion made by Alderperson Belanger, Seconded by Alderperson Menzer.

Voting Yea: Alderperson Belanger, Alderperson Menzer, Alderperson Boorse

Voting Nay: Chair Dekker, Vice Chair Rust

9. Tree Appeal - 3106 S 20th Street

MOTION TO DIRECT THE CITY FORESTER TO PLANT ONE TREE INSTEAD OF TWO AT 3106 S 20TH STREET

Motion made by Vice Chair Rust, Seconded by Alderperson Belanger.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Boorse

Voting Nay: Alderperson Menzer

10. Res. No. 7-25-26 / A resolution allowing Lakeshore Regional Child Advocacy Center to bring certified therapy dogs into their facility within the Uptown Social building.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Vice Chair Rust.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer, Alderperson Boorse

11. Direct Referral Res. No. 8-25-26 / A resolution authorizing the appropriate City officials to enter into a contract with Mashuda Contractors for the Gartman Property Phase Bid Package 1 Construction.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Vice Chair Rust.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer, Alderperson Boorse

12. Direct Referral Res. No. 9-25-26 / A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the Taylor Drive and Wilgus Avenue Reconstruction.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Vice Chair Rust, Seconded by Alderperson Menzer.

Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer, Alderperson Boorse

13. Direct Referral Res. No. 10-25-26 / A resolution authorizing the appropriate City officials to enter into a contract with Northeast Asphalt, Inc. for the 2025 Street Improvements – Milling (Various Streets).

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Vice Chair Rust.
Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer,
Alderperson Boorse

NEXT MEETING DATE

14. Next Regular Meeting Date: May 27, 2025 (pending pressing matters)

ADJOURNMENT

15. Motion to adjourn

MOTION TO ADJOURN AT 5:35 PM

Motion made by Vice Chair Rust, Seconded by Alderperson Belanger.
Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer,
Alderperson Boorse



AGENDA ITEM MEMORANDUM

DATE: 05/23/2025

TO: Public Works Committee

FROM: Joe Kerlin, Parks Manager

SUBJECT: Resolution No.96-24-25 – MOU with Friends of the Shaw Family Playground

ISSUE

Should the Public Works Committee recommend authorizing the appropriate City officials to execute a Memorandum of Understanding with Friends of the Shaw Family Playground, Inc. regarding the terms and understanding between the parties with regard to the playground designed for use by children of all abilities?

STAFF RECOMMENDATION

Staff recommends approval to execute the Memorandum of Understanding (MOU).

BACKGROUND/DISCUSSION

In 2016, the City entered into a MOU with the organization created by Angie and Ryan Shaw, known as the Sheboygan Park Project ("SPP"). The MOU allowed SPP to fundraise and build a universally accessible playground designed for children of all abilities. The SPP worked with the Sheboygan Jaycees to facilitate the receiving and spending of the money raised for the project.

After several years of the playground being built, the SPP has now received their own non-profit status under the name of the Friends of the Shaw Family Playground, Inc. ("Friends"). The Friends desire to enter into a new MOU with the City to replace the prior MOU to further clarify the expectations of the parties related to the playground.

The MOU is intended to last for the intended life of the playground and shall therefore expire on December 31, 2043. The MOU will automatically renew for three, ten-year terms and may be further extended by mutual, written agreement of the parties.

Some of the highlighted responsibilities are as follows:

- Friends desire to aid the City in maintaining, adding to, and improving the playground, including the pavilion.
- The playground is property of the City and part of a public park system and will be cared for by the City.
- Friends may raise funds to be used to further improve and maintain the park.
- The City is not obligated to the Friends to expend additional City funds for construction, improvement, or additional park and playground maintenance beyond customarily contemplated in the City's annual operating budget.
- Any past, present, or future funds raised by Friends, shall be placed into an endowment fund for the playground. Said funds shall be controlled by the Friends.
- The City may request funds from the endowment fund to fund repair and replacement of items associated with the playground.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

- The City will seek consensus from Friends before making any change to the playground.
- The City will promptly notify Friends of removal of any known hazard.
- The City agrees not to rent the pavilion for private rentals.
- A designee of the Director of Public Works will serve as the Friends' primary point of contact and may attend meetings of the board of directors for the Friends upon Friends' request.

FUNDING IMPACT

Funding maintenance for the playground will be covered by the Park Departments annual budget. The City will have the ability to request funds from the endowment fund held by Friends.

IF APPROVED, NEXT STEPS:

The City will continue a partnership with Friends, providing a universally accessible playground, designed for use by children of all abilities.

CITY OF SHEBOYGAN
R. C. 288-24-25

BY PUBLIC WORKS COMMITTEE.

APRIL 14, 2025.

Your Committee to whom was referred Res. No. 96-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to execute a Memorandum of Understanding with Friends of the Shaw Family Playground, Inc. regarding the terms and understanding between the parties with regard to the playground designed for use by children of all abilities; recommends referred to the 2025-2026 Council.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 96-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 7, 2024.

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with Friends of the Shaw Family Playground, Inc. regarding the terms and understanding between the parties with regard to the playground designed for use by children of all abilities.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Memorandum of Understanding between the City of Sheboygan and Friends of the Shaw Family Playground, Inc., a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**Memorandum of Understanding
Between
Friends of the Shaw Family Playground, Inc.
and
City of Sheboygan**

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Friends of the Shaw Family Playground, Inc. (“Friends”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

Background

Angie and Ryan Shaw created an organization called the Sheboygan Park Project (“SPP”) to raise funds for a universally accessible playground designed for children of all abilities. They did this after Angie gave birth to conjoined twins, Mateo and McHale, in 2006. The Shaws and SPP had previously worked with city officials on a plan for such a park, but fundraising difficulties and the economic downturn stalled their efforts. The Shaws restarted their fundraising efforts in 2016.

SPP partnered with Steve Schmitt and the Sheboygan Jaycees to help create the playground. SPP worked with Landscape Structures, Inc., a playground design firm based in Delano, Minnesota, to create a plan for such a playground. Members of SPP and city park staff reviewed potential locations for the playground, and all parties involved agreed that Evergreen Park Area Two would be best suited for this playground.

This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approved of them, and entered into an agreement related to the playground. The playground has become a cherished asset to the Sheboygan community and the City appreciates its partnership with Friends of Shaw Family Playground, the non-profit developed by SPP after project completion.

Friends desires to enter into a new MOU with the City to replace the prior MOU under the name of SPP and to further clarify the expectations of the parties related to the playground.

Purpose

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.

Section 1

1. The universally accessible playground will be called the Shaw Family Playground (“the Playground”).
2. The Playground is located at 2614 Pine Grove Avenue, Area Two of Evergreen Park.
3. Friends desires to aid the City in maintaining, adding to, and improving the Playground, including the pavilion.
4. The Playground is property of the City and part of a public park and will be cared for by the City under the supervision of the Department of Public Works. Friends may raise funds to be used to further improve and maintain the park. The City is not obligated to Friends to expend additional City funds for construction, improvement, or additional park and playground maintenance beyond that customarily contemplated in the City’s annual operating budget. Any such expenditure shall be at the sole discretion of the City.
5. Any past, present, or future funds raised by Friends or its predecessor organization for construction costs, improvements and maintenance, including funds previously held on their behalf by the Sheboygan Jaycees, shall be placed into an endowment fund for the Playground. Said funds shall be controlled by Friends. The City may request funds from the endowment fund to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, any item that is part of the playground structure; or for the purchase of new items. All structures, ramps, and other items that are part of the Playground will be owned and controlled by the City.
6. Notwithstanding its right as owner, the City will seek consensus from Friends before making any change to the Playground, play components, any structure or ramp that provides accessibility within the Playground, the shade area, donor plaques and fence pickets, signage, independent play areas located inside the fenced area, or any other item paid for by donations from or provided by Friends. Friends understands the City will promptly remove any known hazard that arises within the playground area regardless whether consensus is first obtained but in such case, the Department of Public Works shall promptly notify Friends of such removal and the reason therefor.
7. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
8. The City agrees not to rent the pavilion for private rentals. The pavilion will remain open for all visitors to use during hours the Playground is open. Parties that set up to use the pavilion for private events will be discouraged and told that decorations and private parties are not permitted. Notwithstanding this provision, the City will allow Friends to use the pavilion for fundraising events for the Playground.
9. The City’s Director of Public Works or his designee will serve as the Friends’ primary point of contact and may attend meetings of the board of directors of Friends upon Friends’ request.

10. This MOU is intended to last for the intended life of the Playground, and shall therefore expire December 31, 2043. This MOU shall automatically renew for three ten-year terms and may be further extended by mutual, written agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.

Section 2

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto and shall not be interpreted as binding the City contrary to Wis. Stat. s. 65.06(1).

Section 3

Indemnification. Each party agrees to defend, hold harmless, and indemnify the other party against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4

Except as otherwise provided in this Agreement, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives.

Section 6

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date. Additionally, this Agreement may be terminated upon sixty (60) days' notice by the City to Friends that the Playground has reached the end of its intended life as determined at the sole discretion of the City based on the wear and tear on the playground structures, signs, poured-in-place fall areas, fencing, and any other item that is part of the playground structure. Whenever the City removes potentially unsafe playground equipment or components or desires to remove playground equipment or components because it has reached the end of its useful life, the City shall offer

Friends the right of first refusal to receive the equipment. Friends may then use the equipment as it desires.

Section 7

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

Mayor

Date

City Clerk

Date

Director of Public Works

Date

FRIENDS OF THE SHAW FAMILY PLAYGROUND, INC.:

Date

Date

Date

Memorandum of Understanding

Between

Friends of the Shaw Family Playground, Inc.

and

City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Friends of the Shaw Family Playground, Inc. (“Friends”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

Background

Angie and Ryan Shaw created an organization called the Sheboygan Park Project (“SPP”) to raise funds for a universally accessible playground designed for children of all abilities. They did this after Angie gave birth to conjoined twins, Mateo and McHale, in 2006. The Shaws and SPP had previously worked with City officials on a plan for such a park, but fundraising difficulties and the economic downturn stalled their efforts. The Shaws restarted their fundraising efforts in 2016.

SPP partnered with Steve Schmitt and the Sheboygan Jaycees to help create the playground. SPP worked with Landscape Structures, Inc., a playground design firm based in Delano, Minnesota, to create a plan for such a playground. Members of SPP and city park staff reviewed potential locations for the playground, and all parties involved agreed that Evergreen Park Area Two would be best suited for this playground.

This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approved of them, and entered into an agreement related to the playground.

The project was completed in 2019. SPP now has non-profit status and has incorporated as Friends of the Shaw Family Playground, Inc. Friends desires to enter into a new MOU with the City to replace the prior MOU under the name of SPP to further clarify the expectations of the parties related to the playground.

Purpose

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.

Section 1

1. The universally accessible playground will be called the Shaw Family Playground (“the Playground”).
2. The Playground is located at 2614 Pine Grove Avenue, Area Two of Evergreen Park.
3. Friends desire to aid the City in maintaining, adding to, and improving the Playground, including the pavilion.
4. All funds used to improve and maintain the Playground will be raised by Friends, with no additional funds to be spent by the City for construction, improvement, or maintenance.
5. Any past, present, or future funds raised by Friends or its predecessor organization for construction costs, improvements and maintenance including funds previously held on their behalf by the Sheboygan Jaycees, shall be placed into an endowment fund for the playground. Said funds shall be controlled by Friends. The City may request funds from the endowment fund to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, any item that is part of the playground structure; or for the purchase of new items. All structures, ramps, and other items that are part of the playground will be owned and controlled by the City.
6. Notwithstanding its right as owner, the City will seek consensus from Friends before making any change to the playground, play components, any structure or ramp that provides accessibility within the playground, the shade area, donor plaques and fence pickets, signage, independent play areas located inside the fenced area, or any other item paid for by donations from or provided by Friends.
7. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
8. The City agrees not to rent the pavilion for private rentals. The pavilion will remain open for all visitors to use during hours the Playground is open. Parties that set up to use the pavilion for private events will be discouraged and told that decorations and private parties are not permitted. Notwithstanding this provision, the City will allow Friends to use the pavilion for fundraising events for the Playground.
9. The City’s Superintendent of Parks and Forestry (“Superintendent”) will be a member of the board of directors of Friends by virtue of their position as Superintendent. Should the Superintendent position be vacant, or should the Superintendent be unwilling or unable to serve on the board, another City employee will designated by the Director of Public Works to so serve in place of the Superintendent.
10. The Agreement related to the playground is intended to last for the intended life of the playground, which ends in 2043 (25 years after construction.) However, this MOU may be extended by mutual agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.

Section 2

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 3

Indemnification. Friends agrees to defend, hold harmless, and indemnify the City against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the City arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4

Except as otherwise provided in this Agreement, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives.

Section 6

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date. Additionally, this Agreement may be terminated upon 30 days' notice by the City to Friends that the Playground has reached the end of its intended life as determined at the sole discretion of the City based on the wear and tear on the playground structures, signs, poured-in-place fall areas, fencing, and any other item that is part of the playground structure.

Section 7

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

_____	_____
Mayor	Date
_____	_____
City Clerk	Date
_____	_____
Director of Public Works	Date

FRIENDS OF THE SHAW FAMILY PLAYGROUND, INC.:

_____	_____
	Date
_____	_____
	Date
_____	_____
	Date

This document is authorized by and in accordance with Res. No. ____-24-25.



AGENDA ITEM MEMORANDUM

DATE: 05/23/2025

TO: Public Works Committee

FROM: Joe Kerlin, Parks Manager

SUBJECT: Resolution No.15-25-26 – Authorizing a Use and Services Agreement with Second Revolution, LLC.

ISSUE

Should the Public Works Committee recommend authorizing the appropriate City officials to execute a Use and Services Agreement with Second Revolution, LLC, regarding the use of the Deland Beach House overlooking the Deland Park Beach at 1037 Brought Drive?

STAFF RECOMMENDATION

Staff recommends approval of the Use and Services Agreement.

BACKGROUND/DISCUSSION

The Vendor owns and operates EOS Surf & Outdoor shop on 8th Street in Sheboygan. The Vendor already rents paddle boards and kayaks from their shop. The Vendor contacted the City to discuss a possible use on a public beach to hold and rent these items.

The Deland Beach House includes a sheltered overlook from Broughton Drive, restrooms on the beach level, along with a storage and mechanical room on the beach level. The storage room is underutilized and would work perfect for this type of beach business. Not only would this be another amenity for beach users, but it would provide a human presence on the beach who would be available to answer questions from beach users, keep the area of the beach clean, and assist with safety concerns.

The agreement shall expire on December 31, 2025, unless renewed by agreement of the parties up until December 31, 2027. The Vendor is solely responsible for securing the Vendor's property and shall pay a \$500 rental fee for each season, along with obtaining the proper insurance dictated by the City.

FUNDING IMPACT

The City has no committed cost to this agreement and will receive a yearly use fee of \$500.00.

IF APPROVED, NEXT STEPS:

The Vendor will immediately start working on setting up the storage room for the season.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 15-25-26**

BY ALDERPERSONS DEKKER AND RUST.

MAY 19, 2025.

A RESOLUTION authorizing the appropriate City officials to execute a Use and Services Agreement with Second Revolution, LLC regarding the use of the Deland Beach House overlooking the Deland Park Beach at 1037 Broughton Drive.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Deland Park Beach House Use and Services Agreement between the City of Sheboygan and Second Revolution, LLC, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**DELAND PARK BEACH HOUSE USE AND SERVICES AGREEMENT
BETWEEN
CITY OF SHEBOYGAN
AND
SECOND REVOLUTION, LLC**

THIS USE AND SERVICES AGREEMENT (this “Agreement”) is made and entered into effective this ____ day of _____, 2025 (the “Effective Date”), by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin (the “City”), and Second Revolution, LLC (“Vendor”), a Wisconsin limited liability company, collectively, the “Parties.”

RECITALS

WHEREAS, the City of Sheboygan is located along the beautiful western shore of Lake Michigan, which enjoys unique geological and atmospheric conditions suitable for surfing and other wave- or water-based recreation activities; and

WHEREAS, the City owns Deland Park, a public park located on Broughton Drive within Sheboygan, Wisconsin (the “Park”), which includes the Deland Beach House, an underutilized facility overlooking the Deland Park Beach, located at 1037 Broughton Drive, Sheboygan, Wisconsin; and

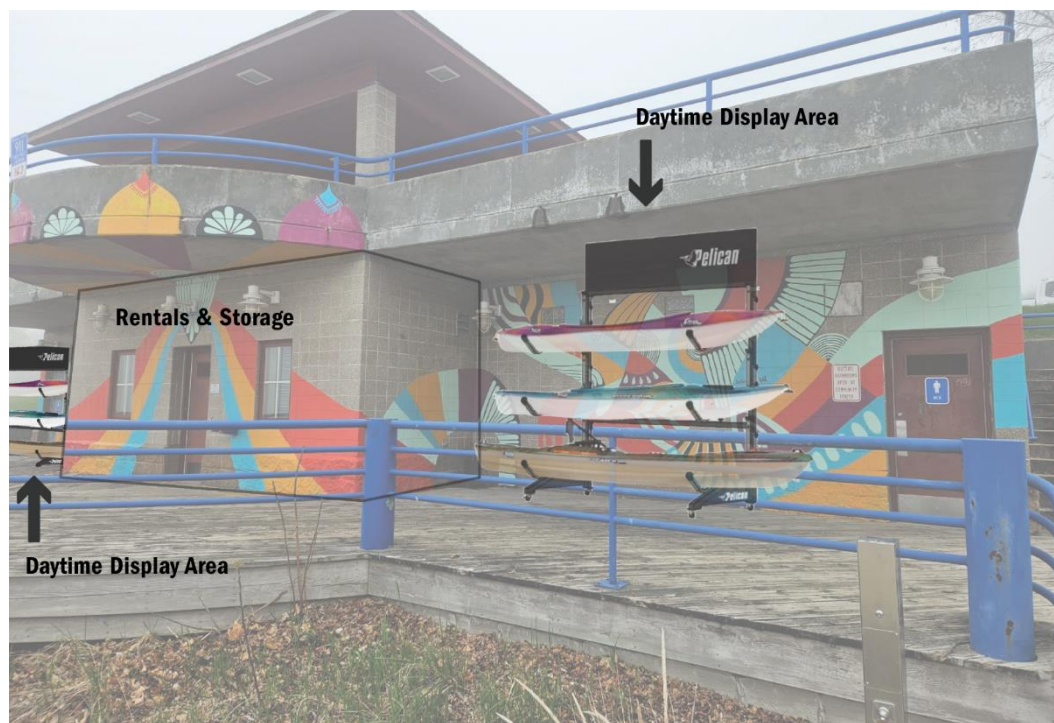
WHEREAS, Vendor operates an outdoor recreation business within the City that provides stand up paddle board, kayak, and other water sports equipment rentals; and

WHEREAS, Vendor desires to rent the storage room portion of the Deland Beach House to use as an on-site location for these rentals; and

WHEREAS, the City finds that facilitating water recreation increases public awareness and appreciation for the Great Lakes and our local resources, supports public health, and is generally in the public’s interest, and that partnering with a local business supports the local economy.

NOW, THEREFORE, in consideration of the Recitals set forth and the mutual promises made herein, the sufficiency of which is acknowledged by the Parties, it is agreed as follows:

1. Grant and Description of Premises. Subject to the terms and conditions of this Agreement, City hereby grants Vender permission and right to occupy the storage room portion of the Deland Beach House and the area surrounding it as identified below and hereinafter referred to as “the Premises” for the purpose of offering stand up paddle board, surfboard, and kayak rentals. Outdoor equipment storage is expressly allowed within the Premises but all such equipment shall be secured or brought into the storage unit when rental is not available. Vender shall have access to the property beginning upon Agreement execution and ending December 31, 2025. It is expressly understood and agreed that this Agreement is not a lease or conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.



2. Use of Premises. Vendor’s use of the Premises is for the purpose of offering water recreation equipment for rent and any accessory uses related thereto such as providing lessons and offering additional equipment for sale to support the activity. Vendor’s activities and services shall conform to state and local laws and regulations. Any permits required shall be timely obtained and maintained. Vendor activities shall conform to industry standards. Vendor shall not allow the Premises to be used for other commercial activities without the City’s prior written approval.
3. Property Maintenance. Vendor shall be responsible for maintaining the Premises in a clean and presentable condition, including ensuring that garbage and recycling generated by Vendor’s activities is properly handled. Vendor assumes responsibility for any damage caused directly or proximately to City property arising out of Vendor’s use of the Premises. The City will maintain and clean the

restrooms and deck area and will maintain access to the storage room portion throughout duration of this Agreement.

4. Security. Vendor shall be solely responsible for securing Vendor's property. Vendor may install such security measures as appropriate to secure Vendor's property provided that such measures do not alter or damage City property. Vendor understands that City will maintain access to the Deland Beach House and that Vendor may not install any security measures that restrict City's access to its property.
5. Safety. Vendor shall implement and maintain reasonable safety measures and procedures relating to Vendor's activities.
6. Rent. Vendor shall pay City \$500 upon Agreement execution for use and access to the Premises. Each renewal pursuant to Section 7 shall trigger payment of \$500 rent by Vendor to the City not later than May 1 of the renewal period.
7. Term and Termination. This Agreement shall expire on December 31, 2025, unless renewed by agreement of the parties. This Agreement may be renewed for twelve-month terms until December 31, 2027, at which time any further renewals shall be accomplished by Agreement amendment or by new agreement.
 - a. Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen (15) days' written notice to the other party:
 - i. Bankruptcy. By either party, if the other party shall file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.
 - ii. Breach. By either party, if the other party shall default in the performance of this Agreement and the default shall continue for a period of fifteen (15) days after written notice to the other party stating specifically the default.
 - iii. Transfer of Business. By City, if Manager shall be acquired by, or transfer substantially all of its assets or business to, any third party.
 - b. Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five (45) days' written notice to the other party.
8. Effect of Termination or Expiration. Expiration or termination of this Agreement for any reason shall not release any party from its obligations hereunder that have accrued prior to the termination date. After any termination of this Agreement,

Vendor shall promptly deliver to City all of City's property and facilities in Vendor's possession of Manager.

9. Personnel. Vendor shall provide all personnel reasonably necessary for Vendor's activities and services. Such personnel shall be employees or contractors of Vendor (collectively, the "Personnel"). Vendor, in its sole discretion, shall be responsible for all aspects of the hiring and employment of its employees, including without limitation, retirement and welfare plans, conduct policies, workers compensation insurance and compensation. To the extent permitted by law, Vendor shall conduct criminal background checks on all prospective hires and condition employment on successful passage of a drug screen. Each of Vendor's employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills and safety. All employees shall possess and maintain appropriate licensing and/or certification.
10. Insurance. Vendor agrees to obtain and maintain, at its sole cost and expense, commercial general liability insurance coverage in an amount not less than \$2,000,000 with respect to its activities and services, for the benefit of both the City and Vendor and agrees to name the City as additional insured. Each party shall obtain and maintain property insurance coverage on their respective assets.
11. Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.
12. Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.
13. Indemnification. Vendor agrees that it shall hold harmless and defend and indemnify the City from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and expenses), which may arise during the term of this Agreement as a result of the use and/or occupancy of the Premises by its officers, agents and employees, or others acting by, through or under the express or implied authority of Vendor including, but not limited to, any such claims, liabilities, losses, damages or expenses which may arise as a result of any personal injury, death or property damage occurring on or about the Property or through activities occurring at the Premises such as at off-site locations with rented equipment, except to the extent caused by the negligence or willful misconduct of the City. City agrees to defend, indemnify and hold harmless Vendor and its shareholders, directors, officers, employees, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including

reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of the City's ownership of the Premises unrelated to Vendor's activities and services set forth in this agreement, provided, however, that the City shall not defend, indemnify or hold Vendor harmless from and against, and Vendor shall not be exculpated from any claim, action, damage, expense, loss or liability directly or indirectly caused by or arising from bad faith recklessness, gross negligence, gross misconduct or willful misconduct of Vendor, or arising out of any breach of representations or any of its obligations pursuant to this Agreement. The Parties shall notify each other of the existence of claims relating to the Quarry or the services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

14. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.
15. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Agreement. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail. Routine business correspondence may be conducted via email, telephone, or in-person.
16. Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.
17. Amendment. This Agreement may be amended only by a writing signed by both parties.
18. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.
19. Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be

construed in all respects as if such invalid or unenforceable provisions were omitted.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns, and, subject to Section 7(a)(iii) hereof, any corporate successors by merger, consolidation or other corporate reorganizations, without limitation.
21. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.
22. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
23. Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

VENDOR:

SECOND REVOLUTION, LLC

By: _____

Date: _____

CITY:

CITY OF SHEBOYGAN

By: _____

Ryan Sorenson
Mayor

Date: _____

ATTEST:

By: _____

Meredith DeBruin
City Clerk

Date: _____



AGENDA ITEM MEMORANDUM

DATE: 5/21/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 17-25-26 – A resolution authorizing the appropriate City officials to execute an Underground Electric and Communication Easement for Alliant Energy at Roosevelt Park (Parcel No. 59281308240).

ISSUE

Should the Public Works Committee recommend granting an easement to Alliant Energy within Roosevelt Park?

STAFF RECOMMENDATION

Staff recommend granting the easement.

BACKGROUND/DISCUSSION

Alliant Energy has requested the City of Sheboygan grant an easement within Roosevelt Park to bury its facilities. The requested easement is 6 feet wide by 367.55 feet long and adjacent to the east boundary of the park. Alliant is working to update its facilities in this general area.

The easement creates restrictions on what the City can construct or plant within the easement area. See Figure 1 below. Public Works Staff, including Parks Staff, do not feel the restrictions placed on the City by the easement will create issues with the use, or future use of Roosevelt Park. The easement is adjacent to residential properties, and any likely significant improvements to the park will occur on the west side of the park, away from the residential properties.

3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.

Figure 1 - Easement Text

FUNDING IMPACT

There are no impacts on City funding.

IF APPROVED, NEXT STEPS:

If approved, City Staff will sign the easement and return to Alliant Energy to be recorded with Sheboygan County.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 17-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

MAY 27, 2025.

A RESOLUTION authorizing the appropriate City officials to execute an Underground Electric and Communication Easement for Alliant Energy at Roosevelt Park (Parcel No. 59281308240).

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute and deliver an Underground Electric and Communication Easement, a copy of which is attached hereto, for Alliant Energy at Roosevelt Park (Parcel No. 59281308240), consistent with the map attached to the Easement marked Exhibit "B".

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

Document No.

EASEMENT UNDERGROUND ELECTRIC AND COMMUNICATION

The undersigned the **City of Sheboygan, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor **in the City of Sheboygan, County of Sheboygan, State of Wisconsin**, said "Easement Area" to be **Six (6) feet** in width and described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
Madison, WI 53718-2148

Parcel Identification Number(s)

59281308240

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the Grantee's construction, maintenance or removal of its facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five-day review period or acknowledges that they have had at least five days to review such materials.

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

Item 8.

City of Sheboygan

_____(SEAL)
Signature
Printed Name and Title

_____(SEAL)
Signature
Printed Name and Title

_____(SEAL)

_____(SEAL)

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named _____

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of _____

My Commission Expires (is) _____

This instrument drafted by

Jamie Friis – Mi-Tech Services, Inc.

Checked by
Leanne Schaumberg – Mi-Tech Services, Inc.
May 20, 2025

Project Title: Sheboygan Humboldt Ave Wedemeyer St N
ERP Activity ID: 1000075
Tract No.:
REROW No.:

GRANTOR'S PARCEL:

Lot 31 of Block 2 of Assessment Subdivision No. 20, and part of the Southwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin

EASEMENT AREA:

A 6'-wide Utility Easement located in part of Lot 31 of Block 2 of Assessment Subdivision No. 20, and part of the Southwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin more particularly described as follows:

Commencing at the West Quarter Corner of said Section 35; Thence North 00° 24' 25" East along the West Line of the Northwest Quarter of said Section 35, a distance of 585.41 feet; Thence North 90° 00' 00" East, a distance of 662.29 feet to a point offset 5 feet to the West of the East Line of Lot 31 of Block 2 of Assessment Subdivision No. 20, also being the Point of Beginning; Thence North 00° 10' 53" East parallel to said East Line, a distance of 367.55 feet; Thence South 89° 49' 07" East perpendicular to said East Line, a distance of 6.00 feet to said East Line; Thence South 00° 10' 53" West along said East Line, a distance of 367.55 feet; Thence North 89° 49' 07" West perpendicular to said East Line, a distance of 6.00 feet to the Point of Beginning. See attached Exhibit B, incorporated into and made a part hereof by reference.

PROPERTY LOCATED IN:

The Southwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 23, Sheboygan County, Wisconsin.

Grantor's deeds recorded August 23, 1929, as Document No. 262378, and April 18, 1933, as Document No 301812, all in the Office of the Register of Deeds in and for Sheboygan County, Wisconsin.

EXHIBIT "B"

LOCATED IN PART LOT 31 OF BLOCK 2 OF ASSESSMENT SUBDIVISION NO. 20, AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

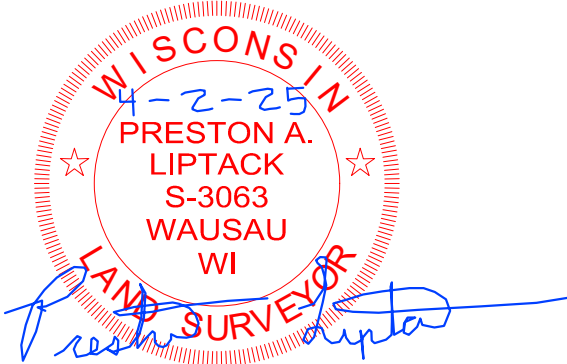
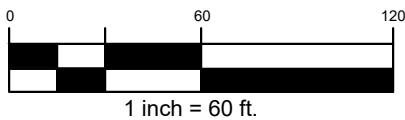
LEGEND

- ⊕ GOVERNMENT CORNER
- FD 1" O.D. IRON PIPE
- COMPUTED POINT
- △ SET 3/8" X 12" SPIKE
- ⊙ FD 1" IRON BAR IN 6" CONCRETE CYLINDER
- () "RECORDED AS" DATA
- POB POINT OF BEGINNING
- ROW RIGHT-OF-WAY



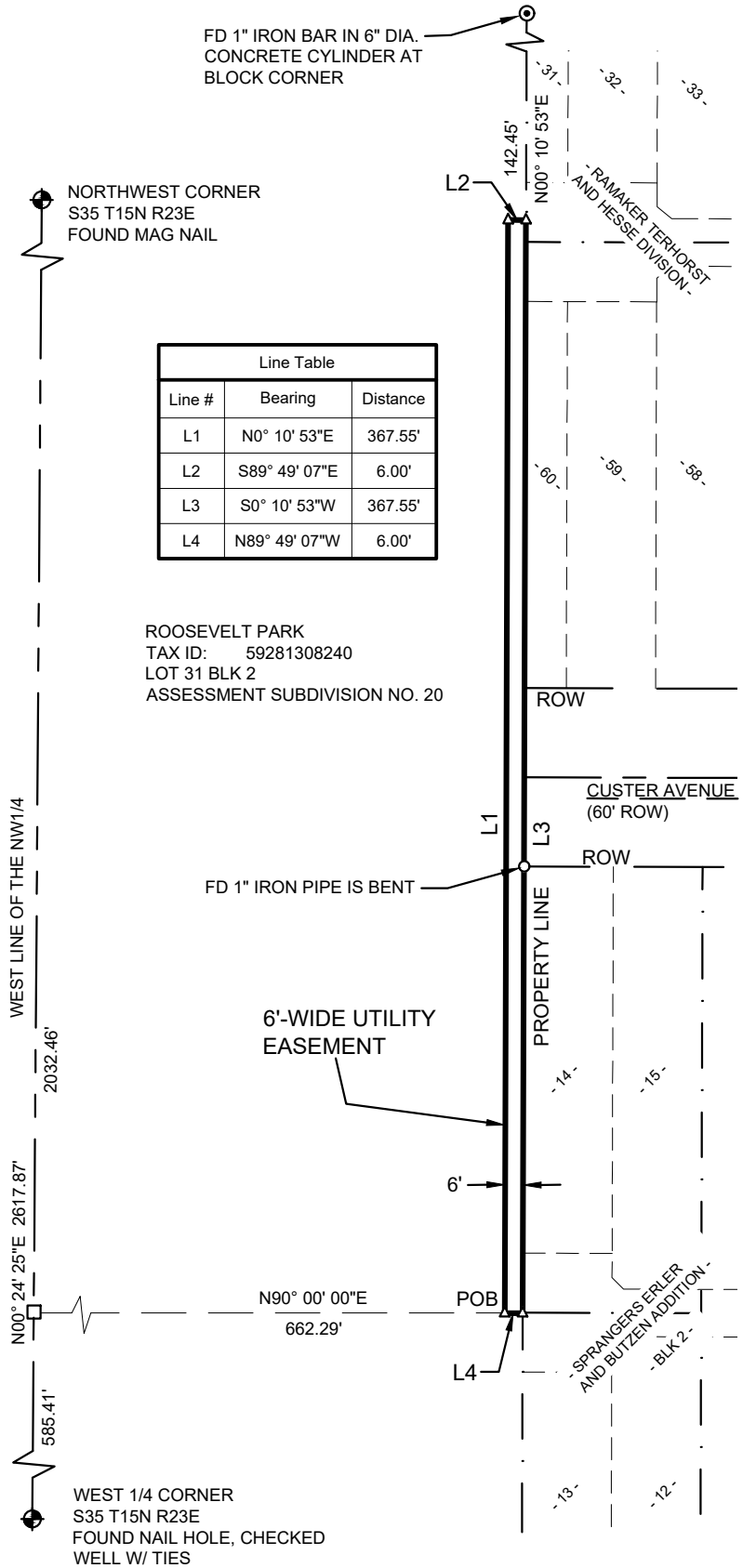
Bearings are referenced to the WISCRS, Sheboygan County, NAD 83 (2011) and referenced to the West Line of the Northwest Quarter of S35, T15N, R23E measured as N00° 24' 25"E

GRAPHIC SCALE



MARCH 26, 2025

mi-TECH
Fond Du Lac • Green Bay • Madison • New Berlin
800.465.8050





AGENDA ITEM MEMORANDUM

DATE: 5/21/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 18-25-26 – A resolution authorizing the appropriate City officials to enter into a contract with JT Engineering, Inc. regarding construction management services during the Commerce/Mayline reconstruction project.

ISSUE

Should the Public Works Committee recommend entering into a contract with JT Engineering for construction management services for the Commerce and Mayline reconstruction project?

STAFF RECOMMENDATION

Staff recommends approving the contract

BACKGROUND/DISCUSSION

The Engineering Division of the Department of Public Works does not have the staffing levels necessary to manage a project of this size and complexity while also managing many other projects for the City this year.

JT Engineering was selected to perform the construction management services after following a Qualification-Based Selection (QBS). QBS is a procurement process government entities often use to hire design professionals like engineers and surveyors. The selection process prioritizes a firm's qualifications, experience, and expertise over the lowest price.

Two proposals were received, and JT Engineering was selected as the most qualified firm to assist the city with this project.

JT Engineering's expertise, track record, and commitment to quality make them an ideal choice to oversee and manage the construction process effectively. They have extensive experience in municipal infrastructure and roadway construction, along with a history of successfully delivering projects. Their approach to construction management emphasizes rigorous quality control, proactive problem-solving, and efficient coordination among stakeholders.

Staff who have worked with JT Engineering on various projects in the past are confident JT Engineering will provide quality services.

FUNDING IMPACT

Funds for this construction have been included in the TID 21 project plan.

<u>Account</u>	<u>Description</u>	<u>Amount</u>
421660-641200	TID 21 Fund – Street Improvements	\$227,879.98

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

IF APPROVED, NEXT STEPS:

If approved, City Staff will sign the contract.

**CITY OF SHEBOYGAN
RESOLUTION 18-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

MAY 27, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with JT Engineering, Inc. regarding construction management services during the Commerce/Mayline reconstruction project.

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with JT Engineering, Inc. in the amount of \$227,879.98, in form approved by the City Attorney's Office.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Account No. 421660-641200 (TID 21 Fund – Street Improvements), upon the agreement being fully executed by all parties, in payment of same.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan