



PUBLIC WORKS COMMITTEE AGENDA

June 23, 2025 at 6:00 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.wcsssheboygan.com/vod.**

Notice of the Public Works Committee meeting at 6:00 PM or immediately following the Finance and Personnel Committee meeting, MONDAY, June 23, 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: June 09, 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. Direct Referral Res. No. 44-25-26 / A resolution approving the June 2025 Evergreen Park Trail Improvement Proposal.
7. Direct Referral Res. No. 42-25-26 / A resolution authorizing the appropriate City officials to enter into contract with C3 Storage, LLC, for the leasing of City property for a marine vessel winter storage operation.
8. Direct Referral Res. No. 45-25-26 / A resolution releasing from Parcel No. 59281007701 five (5) Driveway Restoration Agreements.

9. Direct Referral Res. No. 46-25-26 / A resolution authorizing the Director of Public Works and Engineering to enter into a Memorandum of Understanding with the Sheboygan Area School District for Recreation Department activities and events being held at City parks.

NEXT MEETING DATE

10. Next Regular Meeting Date: July 14, 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, June 09, 2025

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

STAFF/OFFICIALS PRESENT: Alderperson Grazia Perella, Alderperson Robert La Fave, Director of Public Works Travis Peterson, City Engineer Kevin Jump, Deputy Director of Field Operations Joel Kolste, Superintendent of Wastewater Jordan Skiff, Parks Manager Joe Kerlin, Deputy City Attorney Liz Majerus, WSCS Program Director Scott Mealiff, WSCS Production Technician Eric Heidenreider, Administrative Clerk Stacy Weseljak

OTHERS PRESENT: Asher Heimermann, Mike Brunette, Josh Hamm

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: May 27, 2025

MOTION TO APPROVE MINUTES FROM MAY 27, 2025

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

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

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Direct Referral Res. No. 28-25-26 / A resolution authorizing an amendment to the 2025 budget to reallocate unused Street Improvements budget to Street Lighting Improvements.

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

7. Direct Referral Res. No. 29-25-26 / A resolution approving a Purchase Agreement with Spectrum Lighting and Controls for the purchase of 165 LED lamp fixtures.

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

8. Direct Referral Res. No. 32-25-26 / A resolution authorizing the appropriate City officials to execute the Ground Lease Agreement between the City of Sheboygan and Blue Line Association, Inc., for continued use of 1202 S. Wildwood Avenue, Sheboygan, Wisconsin.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Menzer.

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

9. Direct Referral Res. No. 31-25-26 / A resolution authorizing the use of a designated portion of Deland Beach as a boat launch and storage site as part of the 2025 Midwest Powerboat Racing Event.

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

10. Direct Referral Res. No. 37-25-26 / A resolution authorizing appropriate City officials to enter into a contract with Stantec Consulting Services, Inc. to perform environmental activities associated with the development of the former Mayline property.

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 Gen. Ord. No. 7-25-26 / An ordinance amending Section 60-131 of the Sheboygan Municipal Code so as to allow shoreland boat launching.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

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. 38-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to expend general funds to purchase a John Deere 320 Tractor Backhoe for use by the Department of Public Works.

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

13. Direct Referral Res. No. 34-25-26 / A resolution authorizing the appropriate City officials to execute a Use and Services Agreement with Riverside Disc Golf, LLC regarding the operation of a disc golf concession facility at Vollrath Park.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

14. Direct Referral Gen. Ord. No. 8-25-26 / An ordinance amending sections 22-93 and 22-97 of the Sheboygan Municipal Code relating to post-construction stormwater management.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

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

15. Direct Referral Res. No. 39-25-26 / A resolution authorizing an amendment to the Foth Infrastructure and Environment, LLC agreement dated April 12, 2024, to include services for additional design and construction administrative services for the Gartman Farm Subdivision Design.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

16. Direct Referral Res. No. 41-25-26 / A resolution informing the Wisconsin Department of Natural Resources that the 2024 Compliance Maintenance Annual Report has been reviewed.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Motion not seconded
 Voting Yea: Chair Dekker, Vice Chair Rust, Alderperson Belanger, Alderperson Menzer,
 Alderperson Boorse
MOTION FAILS DUE TO LACK OF SECOND

NEXT MEETING DATE

17. Next Regular Meeting Date: June 23, 2025

ADJOURNMENT

18. Motion to adjourn

MOTION TO ADJOURN AT 5:25 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: 06/18/2025

TO: Public Works Committee

FROM: Joe Kerlin, Parks Manager

SUBJECT: Resolution No. 44-25-26 – Evergreen Park Trail Improvement Proposal

ISSUE

Should the Public Works Committee recommend approval of the Evergreen Park Trail Improvement Proposal?

STAFF RECOMMENDATION

Staff recommends approval of the Trail Improvement Proposal.

BACKGROUND/DISCUSSION

Resolution 15-24-25 went before the Public Works Committee twice and was passed by the committee as a recommendation for approval to the Common Council. At the March 3, 2025 Council meeting, the resolution was held. It was apparent there were community concerns and allowing for more public input seemed appropriate.

The City has been working with Sheboygan County Cycling ("SCC") in support of the proposed Evergreen Park Trail Improvement Proposal. Since the Council meeting, SCC has put an extraordinary amount of time meeting and discussing with the public and City officials to document concerns and educate at the same time. SCC has held three meetings open to the public with the last one being held on June 17th. It is very apparent the SCC has listened to public concerns and has made adjustments to the proposal.

The attached document and concept plan include a more comprehensive map and information. It has also removed from the proposal, the paved pump track (Area B), the advanced/jump trails (Area F) and the verbiage "NICA" from (Area E).

A vote to recommend the approval of the Trail Improvement Proposal is a vote to improve the trails for all users. SCC is the only registered friends of Evergreen Park and they are the only group working to improve the trails in the park. The City parks division maintain the ten restrooms, the five rental areas, mowing and the 1.5 million-dollar Shaw Family Playground and Grace Pavilion. Volunteers are needed for trails and SCC is the only group stepping in to assist.

A vote for not recommending approval is a vote that the Council believes things are good the way they are. This is what some of the public would like everyone to believe, however, the same voices complaining the trails are in poor condition and in need of repair.

FUNDING IMPACT

At this time, there has been little funding provided by the City. The City has put in their five-year plan placeholders for grant money for the project for 2025 and 2026. Ongoing maintenance would be provided by SCC.

DEPARTMENT OF
PUBLIC WORKS

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SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

IF APPROVED, NEXT STEPS:

SCC would meet with City staff to start discussing next steps of design-bid for portions of the concept.

**CITY OF SHEBOYGAN
RESOLUTION 44-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 23, 2025.

A RESOLUTION approving the June 2025 Evergreen Park Trail Improvement Proposal.

WHEREAS, City staff has worked with Sheboygan County Cycling (“SCC”) club, which hired International Mountain Bicycling Association Trails Solution (“IMBA”) to inventory current conditions and prepare a conceptual design plan for Evergreen Park in order to guide the City and SCC with future development of the trails in the park; and

WHEREAS, IMBA solicited feedback from relevant stakeholders and the public, which was considered in developing the design plan; and

WHEREAS, following site visits, mapping, and stakeholder and public input, SCC prepared the attached Evergreen Park Trail Improvement Proposal to optimize natural resource protection, park user safety, and skills development opportunities, which City staff has reviewed and supports; and

WHEREAS, due to public concerns expressed during Public Works Committee and Common Council meetings, SCC adjusted the conceptual design plan after holding several more community meetings, individual meetings, group outings and documented concerns; and

WHEREAS, by approving the concept design plan, SCC will be able to start developing designs and applying for funding opportunities for future submission to Common Council.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council approves the attached Evergreen Park Trail Improvement Proposal.

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

EVERGREEN PARK TRAIL IMPROVEMENT PROPOSAL

SHEBOYGAN, WI | June 2025

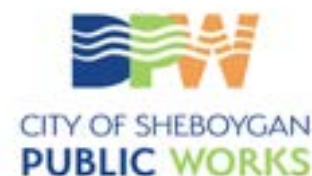
Item 6.



ACKNOWLEDGEMENTS

PREPARED FOR:

THE CITY OF SHEBOYGAN PUBLIC WORKS

**PREPARED BY:**

SHEBOYGAN COUNTY CYCLING

**BASED ON COMMUNITY INPUT AND TRAIL ASSESSMENT
AND CONCEPT PLAN PREPARED BY:**

INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION -
TRAIL SOLUTIONS



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IMBA TRAIL SOLUTIONS

The spring 2024 trail assessment and Evergreen Park Concept Plan (Resolution 156-24-25) were prepared by IMBA Trail Solutions. Sheboygan County Cycling (SCC) prepared this updated proposal based on IMBA's assessment and concept plan, **incorporating subsequent community feedback**. The following page provides an introduction to IMBA as an organization, and pages 2 through 5 document IMBA involvement in this project including their site visit.

IMBA Statement: “**IMBA Trail Solutions** is the international leader in developing trails, with experience in over 1,000 projects in North America, Europe, and Asia. Our staff excels at planning, design, and construction of trail systems that provide high-quality experiences for local riders and destination visitors while simultaneously minimizing environmental impacts.

IMBA Trail Solutions is a fee-for-service arm of the **International Mountain Bicycling Association (IMBA)**, a **501(c)(3) nonprofit** organization. IMBA's mission is to create, enhance, and protect great places to ride mountain bikes. Based in Boulder, Colorado, and with staff distributed across the country and the world, IMBA meets its goal to create great mountain bike experiences through its Trail Solutions program. **IMBA Trail Solutions employs approximately 20 professional trail planners and builders.** In addition to being industry professionals and exceptional mountain bike riders, IMBA Trail Solutions staff hold a broad base of applicable skills and knowledge from planning, landscape architecture, and environmental sciences to GIS systems, CAD, and graphic design.

Our wealth of experience has allowed us to develop the gold standard guidelines for the creation of both sustainable and enjoyable singletrack trails. **These guidelines have influenced all major federal land management agencies and a large number of state and local parks departments.** We pride ourselves on the positive experiences IMBA Trail Solutions has provided to the millions of active trail users around the world and on the economic independence that communities have achieved through the development of destination trail systems.”



Item 6.



PROJECT BACKGROUND

Desktop Analysis

Prior to the on-site visit, IMBA Trail Solutions staff worked with the City of Sheboygan and SCC to collect **geospatial data** for basemap development and desktop analysis. Datasets included:

- Digital Elevation Models (DEM)
- Aerial Imagery
- Park Boundaries and Infrastructure
- Hydrology and Wetlands Data
- Soil Data
- Trail Alignments

IMBA Trail Solutions processed high-resolution DEM data to produce two-foot contours and a slope analysis map to gain a better **understanding of topography**. Utilizing these datasets, IMBA Trail Solutions staff generated custom georeferenced maps and loaded them into Avenza Maps for fieldwork.

Field Data Collection

IMBA Trail Solutions staff rode and walked each trail in Evergreen, Maywood, and Quarry Parks, making frequent stops to assess trail conditions and collect GPS point data with detailed field notes. **Each trail was given a qualitative rating for Condition and Character on a one-to-five scale**, one being poor, and five being exceptional.

Condition ratings are based on the assessment of factors such as trail grade sustainability, degree of erosion, proper drainage location, quality of feature construction, and ease of wayfinding. **Character ratings** are evaluations of trail experience tailored to each trail type and skill level.

[Notes and images record assessment findings; each of these were grouped into general categories and post-processed for ESRI StoryMaps, printed maps, report documentation, and trail database refinement. All assessment data is geospatially referenced and available via ESRI shapefile or KML.]



Contours and slope maps were generated to visualize and analyze park terrain.



All shared-use trails in Evergreen Park and its two neighboring parks were assessed by IMBA Trail Solutions staff.

TRAIL NETWORK OVERVIEW

A trail network assessment was performed on **October 4-6, 2023**, with a review of the trail amenities, trailhead, signage, and **nearly 15 miles of trails in Evergreen, Maywood Environmental, and Jaycee Quarry Parks**. During the time of assessment, there were few other users on the trails. The local National Interscholastic Cycling Association (NICA) group held afternoon practice sessions, which brought nearly 20 riders to the trails. Hikers and dog walkers were occasionally encountered on the trails throughout the three-day visit. Weather conditions were excellent for the full duration of the visit with mild temperatures and no rain.

Parking and Trailhead

Evergreen Park, Maywood Environmental Park (Maywood), and Jaycee Quarry Park (Quarry) **each have parking areas with trails connecting the parks:**

- Maywood has parking near its Ecology Center to the north of Pigeon River, where the trails are open to hiking only. A bridge crosses the Pigeon River to connect to the southern shared-use portion of the Maywood property.
- Evergreen Park has three main parking areas: one in the southeast corner near the playground and two adjacent to Calumet Drive along the paved perimeter loop. Some of this parking is closed leading up to the Making Spirits Bright holiday light show for park preparation.
- The Quarry parking lot is the largest among the three parks, and mountain bikers most commonly use this lot to access the trail system.

Although parking is ample, **the parks lack a central trailhead location, information kiosk, and trail map** for hikers, bike riders, and other users to learn about the trail network, plan routes, and gather for group outings. These amenities are key to trail network success.

Wayfinding and Signage

Item 6.

One of the most obvious shortcomings of the Evergreen Park trail network, as identified in the 2021 Evergreen Park Concept Plan, is a **lack of clear signage and wayfinding** throughout the tightly-packed, complex network of trails that span Evergreen, Maywood, and Quarry parks. This has caused the formation of many off-trail social paths, further complicating the trail layout. As reported in community surveys and anecdotal conversation, trail users, especially newcomers and those unfamiliar with the trail layout, **frequently get lost in these parks** due to the sparse signage in the trail network. This is not only frustrating for hikers and bike riders, but it also potentially dangerous, even in a suburban city park environment.

A main priority for SCC is establishing a designated route through the trail network with clear signage. **In Winter-Spring 2024, the group installed wayfinding posts and indicators along designated trails**, providing users with an easily navigable route through the park. Parking lot trailhead signs such as the one pictured below are still needed to inform users of where to go and trail etiquette while enjoying the park.



Example of a central trailhead with an informative kiosk and trail map in Heritage Park, Slinger, WI.

TRAIL ASSESSMENT

IMBA Trail Solutions staff performed on-site trail assessments for each of the shared-use natural surface trails in Evergreen, Maywood, and Quarry Park. Assessment **findings were grouped into the following six categories:**

Fall Line



Sustainable trail design includes a variety of researched and time-tested design and construction principles. One key to trail sustainability is working with the contours of the land and **avoiding trail grades that exceed half the grade of the hillside**. Trails that do exceed half the side slope are considered fall line trails, which introduce a host of potential issues. Fall line trails are susceptible to major erosion and rutting as water flows down the trail tread instead of sheeting across.

Duplicative Trails



Dense trail networks may further complicate user navigation and have more significant ecological impacts on fragile environments. In some parks, new trails emerge from the landscape seasonally as users – sometimes intentionally – forge new paths through the forest. Many of these trails parallel existing trails, adding **unnecessary complexity** to the trail network and causing greater environmental impacts.

Hazard



Trail hazards are things that are particularly **dangerous for trail users**. These may include fallen trees, broken bridges, or trail features in disrepair. Hazards are specifically called out in assessment maps.

Wet

Item 6.



Wet areas of a trail are caused by a variety of reasons, including tread drainage issues (tread cupping, lack of tread outslope, lack of grade reversals) and geological issues (seeps, wetlands, and poorly drained soils). **Wet areas result in trail widening** as users attempt to navigate around the water, causing additional erosion. Wet areas may be avoided by **locating trails on suitable terrain and constructing trails with proper drainage**.

Overgrown



Trails require **frequent maintenance**; the recommended maintenance interval varies by region, landcover type, and use intensity. Overgrown trails are sometimes simply past-due for a seasonal cleanup. In other instances, overgrown trails are the result of **infrequent use** and are all but closed to hikers, riders, and other users. In the latter scenario, the **trails should be considered for official decommissioning with a revegetation effort**.

Tread Erosion

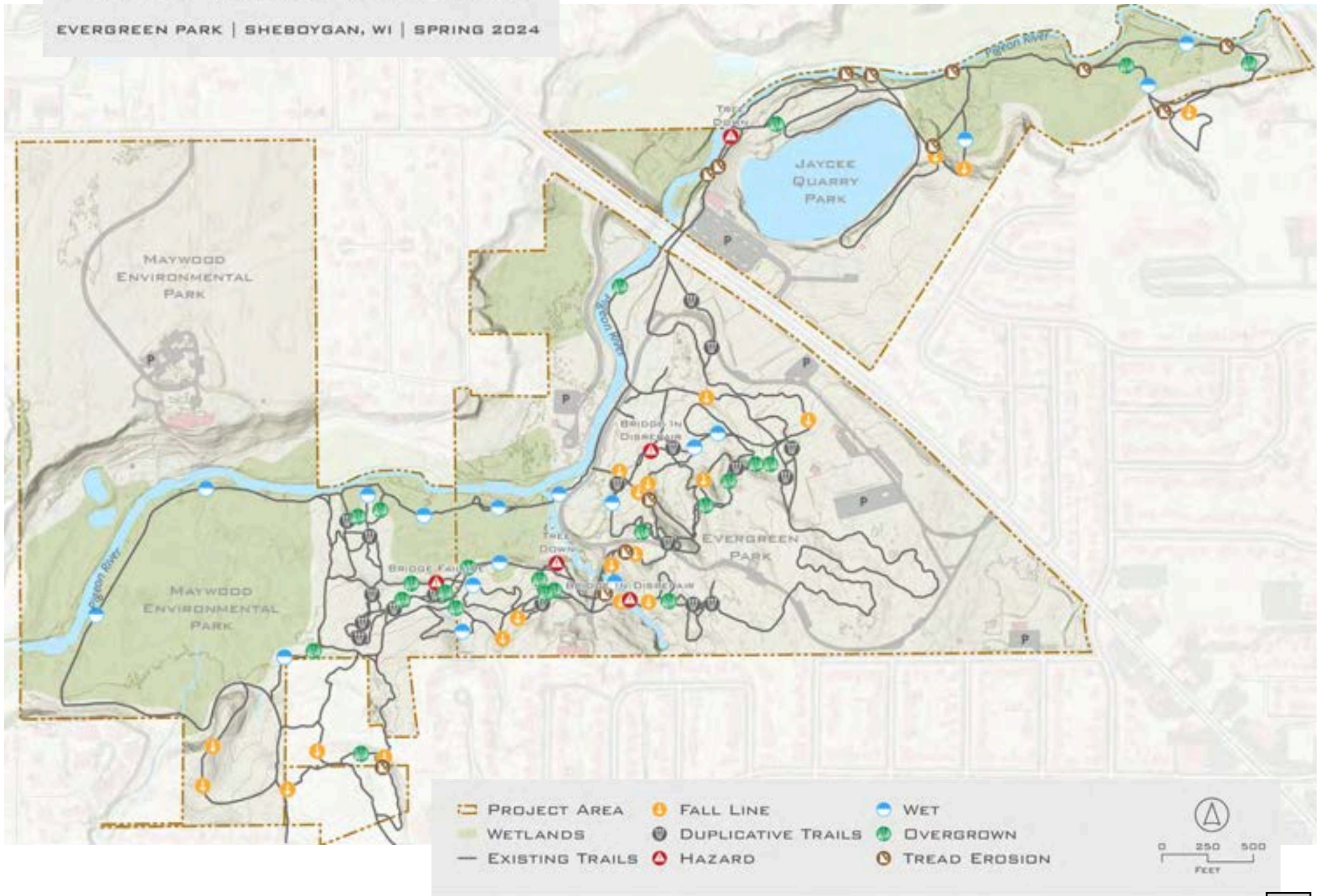


There are many **common symptoms of tread erosion** including tread cupping, significant rutting, and exposed roots that become more apparent over time. **Trails that traverse steep drainages or that are located along flowing bodies of water** are particularly susceptible to major erosion. In many cases, trail tread should be rock-armored if drainage crossings are unavoidable. Trails next to streams or rivers should be **strategically located** to avoid cut banks (the outer edge of a stream bend, which is expected to migrate further outwards over time). Trail tread located near a cut bank is likely to become undercut by the stream.

TRAIL ASSESSMENT

EVERGREEN PARK | SHEBOYGAN, WI | SPRING 2024

Item 6.



FINDINGS

Evergreen Park is considered a gem to Sheboygan, Wisconsin – home to diverse wildlife, beautiful trees, and some excellent terrain above the floodplains and wetlands of the Pigeon River.

The trails in this park are often **difficult to navigate** with many overlapping and crisscrossing trail alignments through the forest. Some of the segments are seemingly abandoned, but without clear signage, it is **difficult to decipher between closed and open trails**.

Fall line segments are common throughout Evergreen, which often correlated with **eroding trail tread**. Additionally, **wet segments** are mostly found in the low-lying wetlands or drainage crossings.

The **bridges** within the trail network are in great disrepair, and there are many downed trees as a result of storms in past years.



Item 6.

Duplicate trails as a result of standing water on trails.



Damaged bridge in need of repair.



Damaged and downed bridges were documented as part of the assessment process.

TRAIL NETWORK VISION

SCC built the following trail network vision based on:

- The trail assessment performed by IMBA Trail Solutions during October 2023;
- Community engagement throughout January 2024 and throughout spring of 2025; and
- Continued planning meetings with the City of Sheboygan and its Department of Public Works.

Collectively, this informed a conceptual trail network vision that suggests **improvements and new trail amenities** in Evergreen Park. The conceptual trail alignments are laid out to minimize soil erosion and environmental disturbance while providing an improved shared-use trail network for all users.

Conceptual additions include areas identified for beginner-friendly bicycle **skills features** and a **bicycle playground**. A one-mile **accessible perimeter** provides circulation through the park while bike-optimized **flow trails** take advantage of the park's elevation. **Hike-preferred** and traditional **shared-use singletrack** trails are drawn with sustainable grades and alignments that allow users to configure loops of various lengths and connect with existing trails at defined hub locations.

Improvements to the existing trails may be implemented on an as-needed basis to ensure proper drainage, minimize erosion, and improve the user experience. Additional details on potential issues can be found in the complete IMBA Trail Solutions assessment.

All of the new trails and amenities recommended in this plan are **focused within Evergreen Park**, which offers the best opportunities for sustainable trail alignments that also meet the goals outlined by stakeholders and the community. If implemented, **new trail development may result in some existing trail re-routes and closures** to accommodate the improved trail network alignments and reduce unsustainable trail. During this process, proper signage and re-routes should be prioritized to allow for cohesive trail experiences in the park during phases of new design and construction.



Item 6.

A bicycle playground with beginner skills features provides a progressive learning environment for newcomers.



Trails built to modern standards result in a more enjoyable shared-use experience for all trail users.

RECOMMENDED PHASING

Trail design and construction is commonly divided into **manageable phases of work** to help communities prioritize goals, raise funds, and develop projects over a reasonable timeline. The following phases* are recommended for implementing the Trail Network Vision for Evergreen Park. Subject to change based on results of the design phase, funding, and the need of Evergreen Park:

2

INITIAL IMPROVEMENTS PHASE

The initial portion of the project includes creating a new **one-mile accessible perimeter trail** that provides bidirectional circulation through the interior of the park for all users. This perimeter trail would be constructed in combination with:

- A **bicycle playground** near the existing Shaw playground;
- A beginner **skills area** with natural-material and/or prebuilt wooden skills features; and
- A progressive **flow trails area** that would establish 0.75 miles of bike-optimized trails.

3

MILEAGE PHASE

The following phase includes creating **hike-preferred trails**, an intermediate/advanced **skills area**, and constructing traditional **multi-use singletrack trails** that utilize modern, sustainable trail design techniques (incorporating existing segments where possible).

Finalizing **trail head maps** for the newly built trails as well as existing ski/hike and multi-use trails will be a key deliverable of this portion of the project.

**Phase 1 consisted of installing signage to establish a route on existing trails for user guidance and safety, which is complete.*



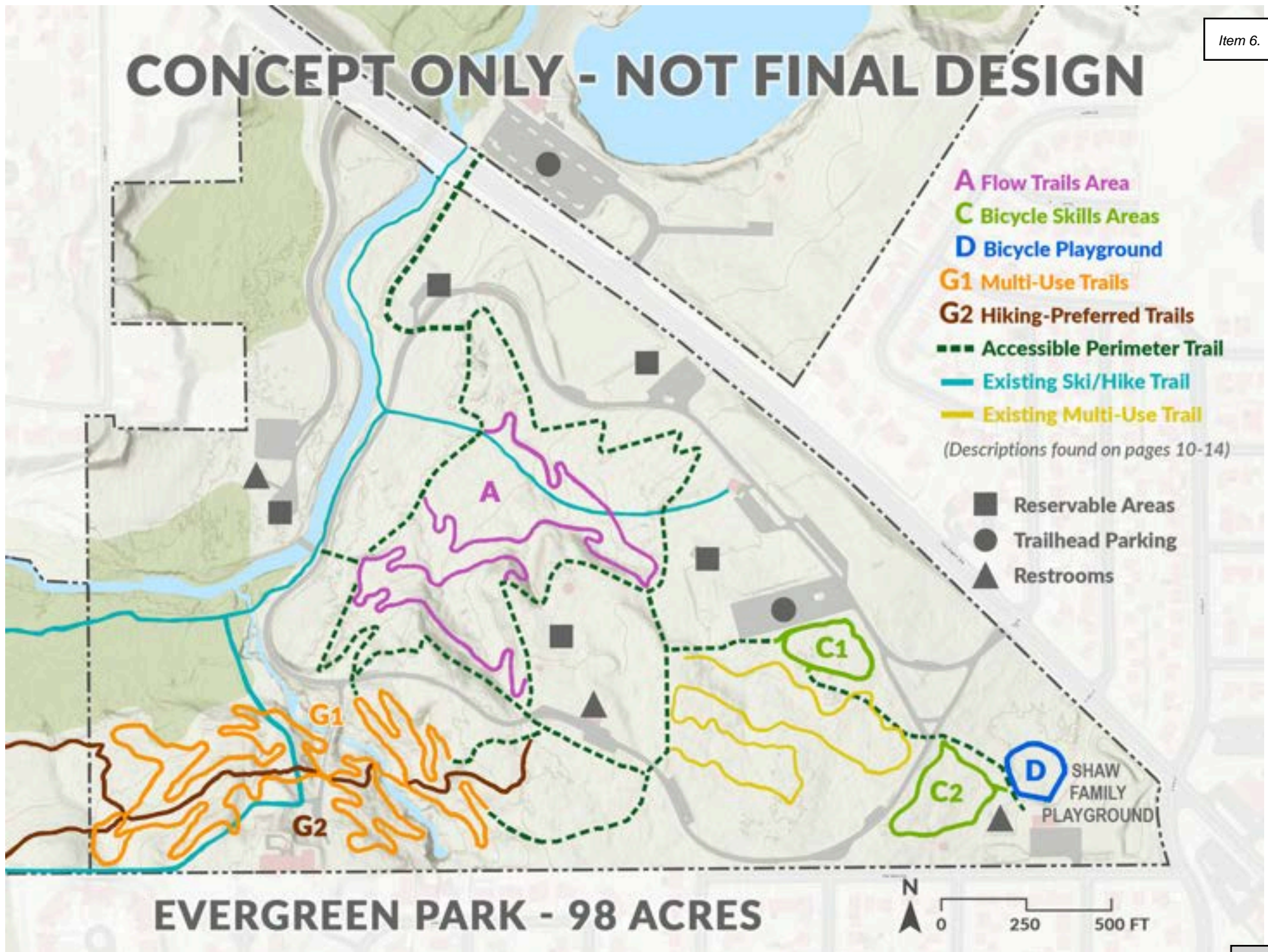
Item 6.

Sustainable trails provide immersive nature experiences, serving a wide range of activities and community members.



Well-designed trails minimize environmental impact by considering the local soils, hydrology, and biota.

CONCEPT ONLY - NOT FINAL DESIGN



PROPOSED TRAIL IMPROVEMENTS

Item 6.

----- Accessible Perimeter Trail

Accessible walking & cycling trail, 60" wide tread for side-by-side use. Natural-setting option for all skill levels and ages.

- Surface: Packed dirt
- Width: 60"
- Length: 1.2 Miles
- Use: Multi-Use, two-direction
- Skill level: Novice / All Skill Levels



Note: Trail project areas B, E, and F are not included in this updated proposal, but labeling of project areas remains consistent with the previous IMBA concept plan for ease of reference.

A - Flow Trails Area

Approx. 0.75 mile multi-use trails, suitable for hiking, novice biker friendly, and optimized for bicycles.

- Surface: Packed dirt
- Width: 24-36"
- Length: 0.75 Miles
- Use: Multi-Use, user direction specified
- Skill level: Beginner / Intermediate



C1 & C2 - Bicycle Skills Areas

Multi-use trails with built & natural skills features for bicycles. Walk or ride-around of features will be available.

- Surface: Packed dirt with trailside features
- Width: 24-36"
- Length: 0.33 (C2) & 0.25 (C1) Miles
- Use: Multi-Use, user direction specified
- Skill level: Beginner (C2) & Intermediate / Advanced (C1)



D - Bicycle Playground

Beginner features in a safe, progressive learning environment for kids ages 2-12. Signage will provide safety and etiquette information, and direct older users to other areas of the park.

- Surface: Packed dirt with features
- Width: Variable
- Length: 350-450"
- Use: Kids ages 2-12
- Skill level: Novice



Note: Trail project areas B, E, and F are not included in this updated proposal, but labeling of project areas remains consistent with the previous IMBA concept plan for ease of reference.

PROPOSED TRAIL IMPROVEMENTS (CONTINUED)

Item 6.

G1 - Multi-Use Trails

Approx. 1.75 miles easy to intermediate multi-use trails suitable for hiking and cycling.

- Surface: Packed dirt
- Width: 12-36"
- Length: 1.75 Miles
- Use: Multi-Use, user direction specified
- Skill level: Beginner / Intermediate



G2 - Hiking-Preferred Trails

Approx. 0.5 mile hiking-preferred trails connecting existing trails. User-created social trails are present in this area, indicating a desire for a path.

- Surface: Packed dirt
- Width: 12-36"
- Length: 0.5 Miles
- Use: Hike-preferred, two-direction
- Skill level: Beginner / Intermediate



Photo credit: Scott Hogen

Note: Trail project areas B, E, and F are not included in this updated proposal, but labeling of project areas remains consistent with the previous IMBA concept plan for ease of reference.

EXISTING TRAILS

Existing Multi-Use Trail

No changes proposed. Existing traditional multi-use singletrack trail that will be included on trailhead maps. Connects with proposed accessible perimeter trail.

- Surface: Packed dirt
- Width: 12-36"
- Length: 0.3 Miles
- Use: Multi-Use, user direction specified
- Skill level: Beginner / Intermediate



Note: Trail project areas B, E, and F are not included in this updated proposal, but labeling of project areas remains consistent with the previous IMBA concept plan for ease of reference.

Existing Ski / Hike Trail

No changes proposed. Existing trail that will be included on trailhead maps. Connects with the paved road loop and Maywood trails.

- Surface: Mowed grass, dirt, gravel (varies along length)
- Width: 10-14'
- Length: 0.75 Miles
- Use: Multi-Use, two-direction
- Skill level: Beginner



TRAIL SUMMARY

Item 6.

Phase 2				
Project Area	Length	Width	Use	Skill Level
D - Bicycle Playground	350 - 450 Feet	Variable	Bike, Play	Novice (ages 2-12)
C2 - Bicycle Skills Area	0.33 Miles	24-36"	Multi-Use, Dir.*	Beginner
- - -Accessible Perimeter Trail	1.2 Miles	60"	Multi-Use	Novice / All Skill Levels
A - Flow Trails	0.75 Miles	24-36"	Multi-Use, Dir.*	Beginner / Intermediate

Phase 3				
Project Area	Length	Width	Use	Skill Level
G1 - Multi-Use Trails	1.75 Miles	12-36"	Multi-Use, Dir.*	Beginner / Intermediate
G2 - Hiking-Preferred Trails	0.5 Miles	12-36"	Multi-Use	Beginner / Intermediate
C1 - Bicycle Skills Area	0.25 Miles	24-36"	Multi-Use, Dir.*	Intermediate / Advanced
Multi-Use Bridge	N/A	N/A	Multi-Use	All

Existing Trails				
Project Area	Length	Width	Use	Skill Level
Existing Multi-Use Trail	0.3 Miles	12-36"	Multi-Use, Dir.*	Beginner / Intermediate
Existing Ski-Hike Trail	0.75 Miles	10-14'	Multi-Use	Beginner

Current **total mileage of natural surface trails within Evergreen Park is estimated at 6.6 to 8 miles**. By implementing this proposal, the park would see the total trail mileage reduce to establish more sustainable, intentional, and enjoyable trail routing. Based on these conceptual project areas, **total proposed trail mileage is estimated to be 5.9 miles**** across all use types.



Directional Example

(**This estimate refers to natural-surface trails primarily in a wooded or vegetated setting, distinct from the approximately 1 mile paved road loop often used by hikers, dog walkers, and bikers. This proposal does not alter the existing paved loop.)

CONCLUSION

Evergreen Park is a **98 acre park and a treasure** for the City of Sheboygan, offering a diverse array of outdoor recreational opportunities for both residents and visitors. This park serves many purposes, attracting individuals in search of nature, exercise, tranquility, and exploration, all within the forested heart of the city.

Evergreen Park has been around for nearly a century and has witnessed eras of enhancement, decline, restoration and evolution. Now, with **renewed energy from the City of Sheboygan and Sheboygan County Cycling**, there is a great opportunity to breathe new life into the park's trail system, ensuring its enjoyment for generations to come.

This proposal showcases exciting additions to the park, such as flow trails, skills features, a dedicated bicycle playground, hike-only trails, and a revitalized traditional singletrack trails. Collectively, these enhancements provide **a more comprehensive and sustainable trail network**, fostering enduring recreational experiences for all who visit.



Photo credit: Hansi Johnson





AGENDA ITEM MEMORANDUM

DATE: 06/19/2025

TO: Public Works Committee

FROM: Mike Willmas, Director of Facilities & Operations

SUBJECT: Resolution 42-25-26 - A resolution authorizing the appropriate City officials to enter into contract with C3 Storage, LLC, for the leasing of City property for a marine vessel winter storage operation.

ISSUE

Should the Public Works Committee recommend engaging the professional services of C3 Storage, LLC, to operate a winter storage facility within the property known as Deland Park ("Property")?

STAFF RECOMMENDATION

Staff recommends approval to extend additional amenities to Harbor Centre Marina ("Marina") patrons by engaging the professional services ("Services") of C3 Storage, LLC, to operate a winter storage facility at the Property.

BACKGROUND/DISCUSSION

C3 Storage, LLC ("Contractor") agrees to erect a fence or other suitable barricade to prevent trespass into the winter storage area, to oversee the placement, storage, and removal of all vessels within the winter storage area, and to manage winter storage-related communications with vessel owners. The Contractor further agrees to remove all vessels from the winter storage area by May 15, 2026, and to restore the area to a substantially similar condition as existed as of the Effective Date. The Contractor will keep and maintain the premises in good and sanitary condition and repair during the term of this Agreement. The Contractor also agrees to require, as a condition of offering winter vessel storage, vessel shrink wrap be recycled upon its removal. To support this requirement, Contractor agrees to have additional recycling receptacles available for use when vessel owners begin removing shrink wrap. The City agrees to offer such receptacles if the City's inventory allows, upon written request by Contractor.

FUNDING IMPACT

This service provided will have no financial impact on the City of Sheboygan.

The Contractor agrees to make a one-time rent payment of \$4,000.00 by October 1, 2025. Such payment shall be made to "City of Sheboygan". Rent is in addition to any compensation to Contractor obtained through vessel lease agreements and related services. If Contractor allows any vessels to remain after May 15, 2026, without prior written authorization by the Superintendent of Facilities, Contractor assumes full responsibility for such vessel(s) and agrees to pay the City \$1,000.00 by the first of each month until such vessel(s) have been removed.

IF APPROVED, NEXT STEPS:

If approved by the Public Works Committee, it will go to the next Common Council meeting for final approval.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 42-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 23, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into contract with C3 Storage, LLC, for the leasing of City property for a marine vessel winter storage operation.

RESOLVED: That the appropriate City officials are hereby authorized to sign the attached Agreement with C3 Storage, LLC for the leasing of City property for marine vessel winter storage.

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

AGREEMENT BETWEEN
CITY OF SHEBOYGAN
AND
C3 STORAGE, LLC

This Lease Agreement is made and entered into effective the date of final party execution (the “Effective Date”), by and between the City of Sheboygan (“City”), a Wisconsin municipal corporation with offices located at 828 Center Ave., Sheboygan, Wisconsin, and C3 Storage, LLC, (“Contractor”) a Wisconsin Limited Liability Company with offices located at 6078 3rd Ave., Rudolph, Wisconsin 54475.

WHEREAS, the City of Sheboygan owns and operates Harbor Centre Marina (“Marina”) within the property known as Deland Park (the “Property”); and

WHEREAS, the City desires to extend additional amenities to Marina patrons by engaging the professional services (“Services”) of C3 Storage, LLC, to operate a winter storage facility at the Property; and

WHEREAS, C3 Storage, LLC, possesses the requisite skill and experience and desires to provide such service to City pursuant to Agreement.

IN CONSIDERATION of the mutual covenants, terms, and conditions, the parties agree as follows:

1. **LEASED PROPERTY.** City agrees to lease any and all necessary space within the area identified in Exhibit A (“winter storage area”), for the operation of a winter storage facility to be utilized by Marina patrons. Contractor will further lease fencing, boat stands, hauling trailers, and other miscellaneous personal property as identified in Exhibit B as well as other miscellaneous personal property upon prior written authorization of the Superintendent of Facilities and Transportation, as is necessary in Contractor’s professional opinion, for the safe and efficient operation of Services.
2. **PROPERTY USE.** Contractor agrees to erect a fence or other suitable barricade to prevent trespass into the winter storage area, to oversee the placement, storage, and removal of all vessels within the winter storage area, and to manage winter storage-related communications with vessel owners. Contractor further agrees to remove all vessels from the winter storage area by May 15, 2026 and to restore the area to substantially similar condition as existed as of Effective Date. Contractor will keep and maintain the Premises in good and sanitary condition and repair during the term of this Agreement. Contractor also agrees to require, as a condition of offering winter vessel storage, that vessel shrink wrap be recycled upon its removal. To support this requirement, Contractor agrees to have additional recycling receptacles available for use at such time when boaters begin removing their shrink wrap and the City agrees to offer such receptacles if the City’s inventory allows, upon written request by Contractor.
3. **RENT.** Contractor agrees to make a one-time rent payment of \$4,000.00 by October 1, 2025. Such payment shall be made to “City of Sheboygan”. Rent is in addition to any compensation to Contractor obtained through vessel lease agreements and related services. If Contractor allows any vessels to remain after May 15, without prior written authorization by the Superintendent of Facilities, Contractor assumes full responsibility for such vessel(s) and agrees to pay the City \$1,000.00 by the first of each month until such vessel(s) have been removed.

4. **LIMITATIONS OF LIABILITY.** Contractor agrees to assume sole responsibility for winter storage operations as well as any damages that may be attributable in whole or in part to such operations and use of Property. City acknowledges that Contractor may transfer all or part of their liability to vessel owners pursuant to a vessel storage agreement. Contractor agrees that in such and all cases, Contractor will indemnify and hold harmless the City from any suit, claim, or action whatsoever arising out of any activity carried on under the terms of this Agreement.
Contractor further agrees to require that all vessel owners storing property at the Premises be required to indemnify and hold harmless the City from any suit, claim, or action whatsoever arising out of any activity related to the vessel storage agreement entered into with Contractor.
5. **INSURANCE.** Contractor agrees to obtain and maintain for the full Agreement duration, such liability insurance as will protect Contractor, the City, and its officers, employees, representatives, and assigns from claims for damage to property or bodily injury, including death, which may arise from the operations under this Agreement or in connection therewith. The policy shall provide coverage of not less than \$1,000,000 per occurrence, shall identify the “City of Sheboygan” as additional insured, and shall provide that it may not be cancelled or reduced except upon thirty days written notice served upon the City. Proof of additional insured status shall be provided by copy of the applicable policy endorsement. Failure to provide or maintain such insurance shall result in immediate termination of this Agreement.
6. **CONTRACTOR IMPROVEMENTS.** With the exception of installing temporary fencing, Contractor may not make improvements or permanent changes to the Premises without prior written authorization from the Superintendent of Facilities or his designee.
7. **GOVERNING LAW & VENUE.** This Agreement shall be construed in accordance with and exclusively governed by the laws of the State of Wisconsin. Venue for dispute resolutions not resolved through good faith negotiations shall be the Circuit Court of Sheboygan County.
8. **SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement. If there is a conflict between any provision of this Agreement and the applicable provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Any provisions required by law to be incorporated into this Agreement are so incorporated.
9. **AMENDMENT.** This Agreement may only be amended or modified by a written document executed by the Parties. The City Administrator shall have authority to approve Amendments hereto except when such amendments require the waiving of a legal right by the City. All other amendments shall not be approved except by the City of Sheboygan Common Council.
10. **ASSIGNMENT.** Contractor shall not assign the Agreement to use the Premises or any part thereof. Vessels temporarily stored at Premises pursuant to vessel storage agreement are not a violation of this provision.
11. **NOTICE.** For any matter relating to this Agreement:
 - a. City may be contacted through the Superintendent of Facilities at (920) 459-3444 or Michael.willmas@sheboyganwi.gov
 - b. Contractor may be contacted at (715) 347-1112 or C3Storage@outlook.com.

12. **TERMINATION.** This Agreement shall terminate on the sooner of May 31, 2026 or the date of property restoration and vacation of all stored vessels. The City may terminate this Agreement upon forty-five days' written notice.

13. **GENERAL PROVISIONS.**

- a. Any waiver by the City or Contractor of any failure by City or Contractor to perform or observe the provisions of this Agreement will not operate as a waiver of City's rights under this Agreement in respect of any subsequent defaults, breaches, or non-performance, and will not defeat or affect in any way the City's rights in respect of any subsequent default or breach.
- b. If any locks are used to prevent trespass, Contractor agrees to provide a key or access code to such lock to the City upon installation.
- c. This Agreement may be executed in counterparts.
- d. This Agreement constitutes the entire agreement between Parties.
- e. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

CITY OF SHEBOYGAN

CONTRACTOR

By: _____

Ryan Sorenson, Mayor

Date: _____

By: _____

Randy Pliska, Sole Member & Registered Agent

Date: _____

By: _____

Meredith DeBruin, City Clerk

Date: _____

EXHIBIT A
WINTER STORAGE AREA

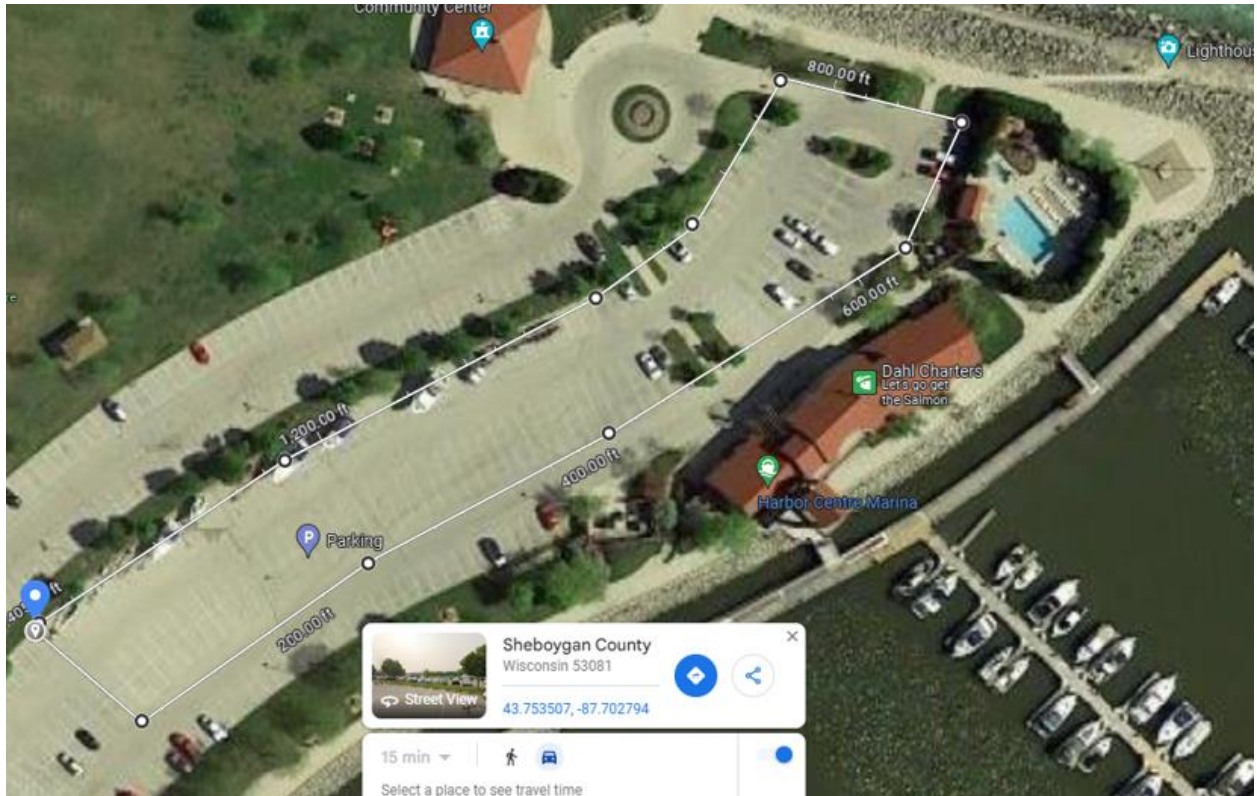


EXHIBIT B

PERSONAL PROPERTY TO BE LEASED BY CITY TO CONTRACTOR

1. Six foot height boat yard fencing of adequate length to completely encircle the winter storage area as well as necessary posts and egress gates.
2. Wooden blocks (Keel blocks) for setting boats:
 - a. 400 quantity at 6" x 8" size
 - b. 30 quantity at 4" x 6" size
 - c. 30 quantity at 2" x 6" size
3. 12 V-Crutch Pads for use by sailboats
4. 9 "Very short stands"
5. 104 "Short 'L' stands"
6. 46 "Medium 'L' stands"
7. 17 "Tall 'L' stands"
8. 172 Small powerboat stands
9. 17 Medium powerboat stands
10. 6 Tall powerboat stands
11. 310 Flat orange pads
12. 1 Haul-out trailer



AGENDA ITEM MEMORANDUM

DATE: 6/18/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 45-25-26 - A resolution releasing from Parcel No. 59281007701 five (5) Driveway Restoration Agreements.

ISSUE

Should the Public Works Committee recommend releasing the easements?

STAFF RECOMMENDATION

Staff recommends approval of releasing the easements.

BACKGROUND/DISCUSSION

The Driveway Restoration Agreements were originally established for the former Aurora Memorial Hospital property to govern the construction and restoration of driveway access points associated with the hospital. Now that the hospital has been demolished, the parking lot removed, and the City has assumed ownership of the site, these agreements are no longer applicable.

Eliminating the Driveway Restoration Agreements will remove these outdated obligations from the property's title. As the site is redeveloped, existing driveways and approaches will be removed and replaced with new driveway access as required to support the future land use.

FUNDING IMPACT

No funding impact.

IF APPROVED, NEXT STEPS:

A copy of the approved resolution will be recorded with Sheboygan County to document the release of the Driveway Restoration Agreements.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 45-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 23, 2025.

A RESOLUTION releasing from Parcel No. 59281007701 five (5) Driveway Restoration Agreements.

WHEREAS, the City imposed an obligation on the former property owner of Parcel No. 59281007701 (legal description of Parcel No. 59281007701 is attached hereto as Exhibit A) to construct and restore certain curbing and driveway approaches via Driveway Restoration Agreements recorded in the Register of Deeds Office as follows: Document Nos. 881704 recorded June 1, 1966; 933885 recorded April 23, 1971; 989255 recorded November 7, 1975; 1188472 recorded July 25, 1989; and 1359088 recorded December 4, 1992; and

WHEREAS, these obligations are no longer necessary given the anticipated redevelopment of this parcel; and

WHEREAS, in order to clear these obligations from the title, the Common Council acknowledges a desire to release these Agreements.

NOW, THEREFORE, BE IT RESOLVED: That the following Driveway Restoration Agreements (copies of which are attached to this Resolution) are hereby released:

Document No. 881704 recorded June 1, 1966
Document No. 933885 recorded April 23, 1971
Document No. 989255 recorded November 7, 1975
Document No. 1188472 recorded July 25, 1989
Document No. 1359088 recorded December 4, 1992

BE IT FURTHER RESOLVED: That the City Attorney's Office is directed to record this releasing Resolution with the Sheboygan County Register of Deeds Office.

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

EXHIBIT A

Lots 1-15 inclusive, and all vacated alleys, in Block 1, Gottsacker and Burkart's Boulevard Subdivision of the City of Sheboygan, according to the recorded plat thereof.

And

All within Lot 18, Bates Addition to the City of Sheboygan, according to the recorded plat thereof: Commencing at the Northeast corner of Herr and Hammes Subdivision, thence due South 160', thence due East approximately 195' to the West line of North 6th Street, thence North 160', thence North 82.5', thence West approximately 388.8' to the East line of North 7th Street, thence South 82.5', thence East 190' to the point of beginning, all within Lot 18, Bates Addition to the City of Sheboygan.

Lots 10, 11, 12, 13, 14, 15 and 16, Herr and Hammes Subdivision of the City of Sheboygan, according to the recorded plat thereof and all of the vacated alley lying immediately East of and adjacent to Lots 10, 11, 12, 13, 14, 15 and 16, Herr and Hammes Subdivision, except the East 1/2 of the alley lying immediately West of Lot 1, Assessment Subdivision 14, to the City of Sheboygan.

The North 66.4' of the East 195' of the North 1/2 of Lot 17, Bates Addition to the City of Sheboygan, according to the recorded plat thereof.

Lots 1, 2, 3, 4, 5, 6, 7, 30, 31 and 32, except the South 15 feet of Lot 30 as conveyed in Quit Claim Deed recorded April 12, 2023 as Document No. 2149161, including the East 1/2 of the alley lying immediately West of Lot 1, all in Block 1, in Assessment Subdivision No. 14, according to the recorded plat thereof, in the City of Sheboygan.

All of the above said land is in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Tax Key Number: 59281007701

Know all Men by these Presents,That SHEBOYGAN MEMORIAL HOSPITAL, INC.

for and in consideration of the grant of approval (Res. No. 13-66-67) by the Common Council of the City of Sheboygan, a municipal corporation of the State of Wisconsin, for construction of a rolling curb and/or driveway connecting with the public thoroughfare system of said city under the provisions of Section 7.05 of the Municipal Code of said City of Sheboygan, said Section 7.05 being incorporated herein by reference and intending to adopt its terms and provisions to all effects and purposes as though set out in full herein, the undersigned as owner of the following described real estate, lying and being in the County of Sheboygan, State of Wisconsin; and known and described as follows, to-wit:

to break out the curbing and to construct one (1) exit to the Parking Lot on the east side of North 7th St. beginning 412 ft. south of North Ave. and exxtending south for a maximum curb opening of twenty-four (24) feet in maximum width at the curb opening, according the sketch attached to the above numbered Resolution.

does covenant and agree for himself, his heirs, successors, administrators and assigns, that when the use for such driveway and/or rolling curb shall no longer exist, the adjacent sidewalks and curbs and streets shall be restored to their condition existing prior to the construction allowed under the resolution above specified. The cost of the construction permitted and the restoration covenanted herein shall be borne by the promisor herein, his heirs, successors and assigns; and the promisor herein, for himself, his successors, administrators and assigns, covenants and agrees to indemnify and save the City of Sheboygan harmless from any and all claims arising out of and caused by the work of construction and restoration provided herein and done and performed adjacent to the above described premises.

In the event that the said Common Council or the Board of Public Works of said city shall cause written notice to be served on the owner of the premises above described to restore such driveway and/or curb and/or street to their original condition, such notice shall be deemed conclusive, binding evidence that the use for such driveway or rolling curb no longer exists, and failure to cause the restoration covenanted herein to be done within twenty days after service of such notice shall create the right in the City of Sheboygan to cause the work to be done by the proper municipal agency, or by letting the work out on contract, and the costs thereof may be charged to the premises herein described.

This agreement shall be considered a uni-lateral one, running to and in favor of said City of Sheboygan; it is agreed that this instrument shall be recorded in the Register of Deeds office for Sheboygan County, Wisconsin, and the fees therefor paid by the undersigned.

The covenants contained herein shall attach to and run with the land above described and shall bind the party hereto, his heirs, executors, administrators and assigns.

Where so applicable, the singular form of words used herein shall be construed in the plural and/or in the feminine and/or masculine genders, and/or as applicable to firms, partnerships and corporations.

IN WITNESS WHEREOF, we have hereunto set our hand s and seal s this 26th day of May, A. D. 19 66

In the Presence of:

Angeline H. Becker
Angeline H. Becker

John D. Ruppel
John D. Ruppel

Geo. A. Guehna (SEAL)
Geo. A. Guehna, Vice-President
Oscar H. Bahr (SEAL)
Oscar H. Bahr, Secy.-Treas.

STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss.

Personally came before me, this _____ day of _____, A. D., 19____, the above named

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

NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.

MY COMMISSION EXPIRES: _____

Approved as to form and execution

this 1st day of June 1966Clarence H. Mearns
CITY ATTORNEY.STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss.Personally came before me, this 26 day of May, 1966, Geo. A. Guehna, Vice-

Treas.

President, and Oscar H. Bahr Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of the deed of said Corporation, by its authority.John D. Ruppel
NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.
John D. RuppelMY COMMISSION EXPIRES: August 10, 1969

1965 JUN 1 PM 1 47

881701

No.

SHEB. MEMORIAL HOSPITAL

by

City of Sheboygan

REGISTER'S OFFICE

STATE OF WISCONSIN,
SHEBOYGAN COUNTY.Received for Record this 1st day ofJune A. D., 1966,at 10 o'clock P.M., and recorded inVol. 482 RecordsOn page 527/28Becky W. Williams
Register of Deeds.

Deputy.

After registration please
return to Dept. of Public
Works, City Hall

46150

Know all Men by these Presents,

SHEBOYGAN MEMORIAL HOSPITAL, INC.

That

by the Plan Commission

for and in consideration of the grant of approval (XXXXXXXXXXXXXXXXXXXX) by the Common Council of the City of Sheboygan, a municipal corporation of the State of Wisconsin, for construction of a rolling curb and/or driveway connecting with the public thoroughfare system of said city under the provisions of Section 7.09 of the Municipal Code of said City of Sheboygan, said Section 7.09 being incorporated herein by reference and intending to adopt its terms and provisions to all effects and purposes as though set out in full herein, the undersigned as owner of the following described real estate, lying and being in the County of Sheboygan, State of Wisconsin, and known and described as follows, to-wit:

to break out the present curbing in the West line of North 6th St. and to construct one (1) driveway opening not to exceed twenty-four (24) feet in maximum width at the curb opening beginning at a point approximately five hundred five (505) feet South of the South line of North Ave., and to close up the presently existing driveway located sixty (60) feet North of the opening given above.

(Property description)

Lot 14 & E 91 ft. of lots 15 & 16, Herr & Hammes Subd.

does covenant and agree for himself, his heirs, successors, administrators and assigns, that when the use for such driveway and/or rolling curb shall no longer exist, the adjacent sidewalks and curbs and streets shall be restored to their condition existing prior to the construction allowed under the resolution above specified. The cost of the construction permitted and the restoration covenanted herein shall be borne by the promisor herein, his heirs, successors and assigns; and the promisor herein, for himself, his successors, administrators and assigns, covenants and agrees to indemnify and save the City of Sheboygan harmless from any and all claims arising out of and caused by the work of construction and restoration provided herein and done and performed adjacent to the above described premises.

In the event that the said Common Council or the Board of Public Works of said city shall cause written notice to be served on the owner of the premises above described to restore such driveway and/or curb and/or street to their original condition, such notice shall be deemed conclusive, binding evidence that the use for such driveway or rolling curb no longer exists, and failure to cause the restoration covenanted herein to be done within twenty days after service of such notice shall create the right in the City of Sheboygan to cause the work to be done by the proper municipal agency, or by letting the work out on contract, and the costs thereof may be charged to the premises herein described.

This agreement shall be considered a uni-lateral one, running to and in favor of said City of Sheboygan; it is agreed that this instrument shall be recorded in the Register of Deeds office for Sheboygan County, Wisconsin, and the fees therefor paid by the undersigned.

The covenants contained herein shall attach to and run with the land above described and shall bind the party hereto, his heirs, executors, administrators and assigns.

Where so applicable, the singular form of words used herein shall be construed in the plural and/or in the feminine and/or masculine genders, and/or as applicable to firms, partnerships and corporations.

IN WITNESS WHEREOF, we have hereunto set our hand^s and seal^s this 8th day of April, A. D. 1971

In the Presence of:

Jana Baiswitz
Marii Falscher

SHEBOYGAN MEMORIAL HOSPITAL, INC.

Harold Prange (SEAL)
(President)
John H. Baker (SEAL)
(Secretary)

NO CORPORATE
SEAL

STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss.

Item 8.

Personally came before me, this _____ day of _____, A. D. 19____, the above named

to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.

MY COMMISSION EXPIRES: _____

Approved as to form and execution

this 22nd day of April 19 71.

Clarence H. Mery
CITY ATTORNEY.

STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss.

Personally came before me, this 8th day of April, 19 71, H. Carl Brange

President, and Oscar H. Bahr Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of the deed of said Corporation, by its authority.

Sara Busenitz

NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.

MY COMMISSION EXPIRES: Oct. 21, 1973

1971 APR 23 PM 1 19

No. 933885

SHEBOYGAN MEMORIAL
HOSPITAL, INC.

by

City of Sheboygan, Wisc.

REGISTER'S OFFICE

STATE OF WISCONSIN,
SHEBOYGAN COUNTY.

Received for Record this 23rd day of

April A. D. 19 71

at 1:19 o'clock P.M., and recorded in

Vol. 630 of Records

On page 436/7

Harvey J. Becker
Register of Deeds.

Deputy.

Return to:
Dept. of Public Works
City Hall

VOL 630 PAGE 437

1975 NOV 7 AM 10 31
Driveway Restoration Agreement

Doc. No. 989255

Know all Men by these Presents,That SHEBOYGAN MEMORIAL HOSPITAL, INC.

for and in consideration of the grant of approval by the City of Sheboygan Plan Commission of the City of Sheboygan, a municipal corporation of the State of Wisconsin, for construction of a rolling curb and/or driveway connecting with the public thoroughfare system of said city under the provisions of Section 7.09 of the Municipal Code of said City of Sheboygan, said Section 7.09 being incorporated herein by reference and intending to adopt its terms and provisions to all effects and purposes as though set out in full herein, the undersigned as owner of the following described real estate, lying and being in the County of Sheboygan, State of Wisconsin, and known and described as follows, to-wit:

to break out the present curbing and to construct the following driveway openings:

One driveway opening in the East curb of North 7th St. with a maximum width at the curb opening of twenty (20) feet, beginning at a point approximately six hundred ninety (690.0) feet South of the South right-of-way line of North Avenue.

One (1) driveway opening in the West line of North 6th St. with a maximum width of twenty (20) feet at the curb line, beginning at a point approximately six hundred thirty (630.0) feet South of the South right-of-way line of North Avenue.

#007700 - Gottsacker & Burkhardt Subd., Block 1, and also com at the SW cor sd Blk, th S 82.5' along the E/L of North 7th St., th E 198' to the NE corner of Herr & Hammes Subd., th S 226.4', th E 191.5' to the
Property Description: W/L of North 6th St., th N 308.9' along ad St to the SE cor of Gottsacker & Burkhardt Subd. Blk #1, --etc.

Plan Commission Application No. 106

555 7 73870 H00003.00 JR

does covenant and agree for himself, his heirs, successors, administrators and assigns, that when the use for such driveway and/or rolling curb shall no longer exist, the adjacent sidewalks and curbs and streets shall be restored to their condition existing prior to the construction allowed under the resolution above specified. The cost of the construction permitted and the restoration covenanted herein shall be borne by the promisor herein, his heirs, successors and assigns; and the promisor herein, for himself, his successors, administrators and assigns, covenants and agrees to indemnify and save the City of Sheboygan harmless from any and all claims arising out of and caused by the work of construction and restoration provided herein and done and performed adjacent to the above described premises.

In the event that the said Common Council or the Board of Public Works of said city shall cause written notice to be served on the owner of the premises above described to restore such driveway and/or curb and/or street to their original condition, such notice shall be deemed conclusive, binding evidence that the use for such driveway or rolling curb no longer exists, and failure to cause the restoration covenanted herein to be done within twenty days after service of such notice shall create the right in the City of Sheboygan to cause the work to be done by the proper municipal agency, or by letting the work out on contract, and the costs thereof may be charged to the premises herein described.

This agreement shall be considered a uni-lateral one, running to and in favor of said City of Sheboygan; it is agreed that this instrument shall be recorded in the Register of Deeds office for Sheboygan County, Wisconsin, and the fees therefor paid by the undersigned.

The covenants contained herein shall attach to and run with the land above described and shall bind the party hereto, his heirs, executors, administrators and assigns.

Where so applicable, the singular form of words used herein shall be construed in the plural and/or in the feminine and/or masculine genders, and/or as applicable to firms, partnerships and corporations.

IN WITNESS WHEREOF, we have hereunto set our hand^s and seal^s this 24th day of October 75, A. D. 19

In the Presence of:

Peter Hamel
Peter Hamel
Dolores H. Schrammeyer
Dolores H. Schrammeyer

Carl Prange (SEAL)
H. Carl Prange President
Oscar H. Bahr (SEAL)
Oscar H. Bahr Secretary

STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss.

Personally came before me, this _____ day of _____, A. D., 19____, the above named

to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.

MY COMMISSION EXPIRES: _____

Approved as to form and execution

this 5th day of November 1975

Clarence H. Metz
CITY ATTORNEY.

STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss.

Personally came before me, this 24th day of October, 1975, H. Carl Prange

President, and Oscar H. Bahn Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Dolores H. Schrammeyer
NOTARY PUBLIC, SHEBOYGAN COUNTY, WIS.
MY COMMISSION EXPIRES: October 24, 1977



No. _____

SHEBOYGAM MEMORIAL HOSPITAL

by

City of Sheboygan, Wisc.

REGISTER'S OFFICE

STATE OF WISCONSIN,
SHEBOYGAN COUNTY.

Received for record this 7th day of

November A. D., 1975

at 10:31 o'clock M., and recorded in

Vol. 761 of Records

On page 432/3

[Signature]
Register of Deeds

Deputy.

Return to:
Dept. of Public Works,
City Hall.

VOL 761 PAGE 433

1188472

Known all Men by these Presents,

That Sheboygan Memorial Medical Center, 2629 N. 7th Street, Sheboygan

for and in consideration of the grant of approval by the City of Sheboygan Plan Commission of the City of Sheboygan, a municipal corporation of the State of Wisconsin, for construction of a rolling curb and/or driveway connecting with the public thoroughfare system of said city under the provisions of Section 36.79 of the Municipal Code of said City of Sheboygan, said Section 36.79 being incorporated herein by reference and intending to adopt its terms and provisions to all effects and purposes as though set out in full herein, the undersigned as owner of the following described real estate, lying and being in the County of Sheboygan, State of Wisconsin, and known and described as follows, to wit:

to break out the present curbing and widen the entrance/exit of parking lot, located on N. 6th Street at the south end of the parking lot. Request widening to 26' on the south side of the entrance.

Plan Commission Application No. 339

Property Description: Gottsacker & Burkart's Blvd. Subd. All of block 1, also com at SW corner of block 1, th S 82.5' along e line of N. 7th St., th E 198' to NE corner of Herr & Hammes Subd, th S 226.4', the E 191.5' to W line of N. 6th St., TH N 308.9' along SD St. to SE corner of Gottsacker & Burkart's Blvd. Subd. block 1, TH W 388' to beg. being prt of lots 17 & 18 of Bates Addition, also lots 12, 13, 14, 15, 16 & E 58' of lots 10 & 11 of Herr & Hammes Subd, & all of vacated N-S alley adjacent SD lots; also lots 1, 2, 3, 4 & the N 1/2 of lot 7, the E 45.5' of lot 30, all of lot 31 & 32 except W 124' of lot 32 Block 1, all of assessment subd #14.

Property Description:

Plan Commission Application No.

does covenant and agree for himself, his heirs, successors, administrators and assigns, that upon issuance of permit pursuant to the agreement that he will construct the driveway in accordance with the specifications on file in the office of the Dept. of Public Works and does further agree that he will construct said driveway in 180 days in compliance with the agreement; and that when the use for such driveway and/or rolling curb shall no longer exist, the adjacent sidewalks and curbs and streets shall be restored to their condition existing prior to the construction allowed under the resolution above specified. The cost of the construction permitted and restoration covenanted herein shall be borne by the promisor herein, his heirs, successors and assigns; and the promisor herein, for himself, his successors, administrators and assigns, covenants and agrees to indemnify and save the City of Sheboygan harmless from any and all claims arising out of and caused by the work of construction and restoration provided herein and done and performed adjacent to the above described premises.

In the event that the said Common Council or the Board of Public Works of said city shall cause written notice to be served on the owner of the premises above described to restore such driveway and/or curb and/or street to their original condition, such notice shall be deemed conclusive, binding evidence that the use for such driveway or rolling curb no longer exists, and failure to cause the restoration covenanted herein to be done within twenty days after service of such notice shall create the right in the City of Sheboygan to cause the work to be done by the proper municipal agency, or by letting the work out on contract, and the costs thereof may be charged to the premises herein described.

This agreement shall be recorded in the Register of Deeds office for Sheboygan County, Wisconsin, and the fees therefor paid by the undersigned.

The covenants contained herein shall attach to and run with the land above described and shall bind the party hereto, his heirs, executors, administrators and assigns.

Where so applicable, the singular form of words used herein shall be construed in the plural and/or in the feminine and/or masculine genders, and/or as applicable to firms, partnerships and corporations.

IN WITNESS WHEREOF, _____ have hereunto set _____ hand _____ and seal _____ this _____ 20th _____ day of

July, A.D., 1989.

In the Presence of:

Wayne F. Kolzow, Vice President

Patrick J. Trotter, President

(SEAL)

Joanne R. Laabs

(SEAL)

Ret. Dept of Public Works, City of Sheb.

SHEBOYGAN COUNTY

Vol. 1115 PAGE 790

Personally came before me, this 20th day of July, A.D., 1989, the above named
Patrick J. Trotter, President

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Margaret L. Goldmann
 NOTARY PUBLIC, SHEBOYGAN COUNTY, WISCONSIN
 Margaret L. Goldmann

MY COMMISSION EXPIRES: August 4, 1991

Approved as to form and execution

this _____ day of _____, 19____.

CITY ATTORNEY.



STATE OF WISCONSIN } ss.
 SHEBOYGAN COUNTY }

Personally came before me, this _____ day of _____, 19____,

President, and _____ Secretary of the above named Corporation, to me known
 to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of
 said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said
 Corporation, by its authority.

NOTARY PUBLIC, SHEBOYGAN COUNTY, WISCONSIN

MY COMMISSION EXPIRES: _____

REGISTER'S OFFICE
 SHEBOYGAN COUNTY, WI
 Received for Record the 25th
 day of July, A.D. 1989
 at 11:39 o'clock A.M., and
 Recorded in Vol. 1115
 of Records on page 789/90

Darlene J. Hewitt
 Register

88 JUL 25 AM 11:39

125# 930 EN0006.00 JR

No. _____

by _____

City of Sheboygan, Wisconsin

REGISTER'S OFFICE

STATE OF WISCONSIN,
 SHEBOYGAN COUNTY.

Received for Record this _____ day of _____, A.D., 19____

at _____ o'clock _____ M., and recorded in _____ of Records

Vol. _____

On page _____

Register of Deeds.

Deputy.

Return to:
 Dept. of Public Works
 City Hall

1359088

Vol. 1250 PAGE 192

Driveway Restoration Agreement

Doc. No. _____

Know all Men by these Presents.That Memorial Medical Center, 2629 N. 7th St., Sheboygan, WI 53081

for and in consideration of the grant of approval by the City of Sheboygan Plan Commission of the City of Sheboygan, a municipal corporation of the State of Wisconsin, for construction of a rolling curb and/or driveway connecting with the public thoroughfare system of said city under the provisions of Section 36.79 of the Municipal Code of said City of Sheboygan, said Section 36.79 being incorporated herein by reference and intending to adopt its terms and provisions to all effects and purposes as though set out in full herein, the undersigned as owner of the following described real estate, lying and being in the County of Sheboygan, State of Wisconsin, and known and described as follows, to-wit:

to break out the present curbing and widen existing ambulance driveway 10' to the south on N. 6th Street.

Property description: Gottsacker & Burkart's Blvd. Subd. all of blk 1, also comm at SW corner of Blk 1, then S 82.5' along E line of N. 7th St., then E 198' to NE corner of Herr & Hammes Subd. then S 226.4', then E 191.5' to W line of N. 6th St. then N 308.9' along SD street to SE corner of Gottsacker & Burkart's Blvd. Subd. Blk 1, then W 388' to beg being part of Lot 17 & 18 of Bates Addition also Lots 12, 13, 14, 15, 16 & E 58' of Lots 10 & 11 of Herr & Hammes Subd. and all of vacated NS alley adjacent to sd blks, also Lots 1, 2, 3, 4, 5 & N 1/2 of Lot 7. All of Lots 30, 31 & 32 of Lot 32, Blk 1. All of assessment subd. No. 14 (Sheboygan Memorial Hospital).

Property Description:

Plan Commission Application No. 275

does covenant and agree for himself, his heirs, successors, administrators and assigns, that upon issuance of permit pursuant to the agreement that he will construct the driveway in accordance with the specifications on file in the office of the Dept. of Public Works and does further agree that he will construct said driveway in 180 days in compliance with the agreement; and that when the use for such driveway and/or rolling curb shall no longer exist, the adjacent sidewalks and curbs and streets shall be restored to their condition existing prior to the construction allowed under the resolution above specified. The cost of the construction permitted and restoration covenanted herein shall be borne by the promisor herein, his heirs, successors and assigns; and the promisor herein, for himself, his successors, administrators and assigns, covenants and agrees to indemnify and save the City of Sheboygan harmless from any and all claims arising out of and caused by the work of construction and restoration provided herein and done and performed adjacent to the above described premises.

In the event that the said Common Council or the Board of Public Works of said city shall cause written notice to be served on the owner of the premises above described to restore such driveway and/or curb and/or street to their original condition, such notice shall be deemed conclusive, binding evidence that the use for such driveway or rolling curb no longer exists, and failure to cause the restoration covenanted herein to be done within twenty days after service of such notice shall create the right in the City of Sheboygan to cause the work to be done by the proper municipal agency, or by letting the work out on contract, and the costs thereof may be charged to the premises herein described.

This agreement shall be recorded in the Register of Deeds office for Sheboygan County, Wisconsin, and the fees therefor paid by the undersigned.

The covenants contained herein shall attach to and run with the land above described and shall bind the party hereto, his heirs, executors, administrators and assigns.

Where so applicable, the singular form of words used herein shall be construed in the plural and/or in the feminine and/or masculine genders, and/or as applicable to firms, partnerships and corporations.

IN WITNESS WHEREOF, _____ have hereunto set _____ hand _____ and seal this 30th day of

November, A. D., 19 92.

In the Presence of:

Cynthia A. Hoff
Sheila J. Stager

Patrick J. Trotter
Patrick J. Trotter, President (SEAL)

(SEAL)

STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss.

Vol. 1250 PAGE 193

Personally came before me, this 30th day of November, A.D., 1992, the above named
Patrick J. Trotter, President Sheboygan Memorial Medical Center

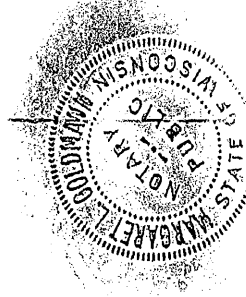
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Margaret L. Goldmann
NOTARY PUBLIC, SHEBOYGAN COUNTY, WISCONSIN
Margaret L. Goldmann
MY COMMISSION EXPIRES: July 30, 1995

Approved as to form and execution

this _____ day of _____, 19____.

CITY ATTORNEY.



STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss.

Personally came before me, this _____ day of _____, 19____,

President, and _____ Secretary of the above named Corporation, to me known
to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of
said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said
Corporation, by its authority.

NOTARY PUBLIC, SHEBOYGAN COUNTY, WISCONSIN

MY COMMISSION EXPIRES: _____

DEC -4 PM 2:05

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 4th
day of Dec A.D. 1992
at 12:05 o'clock P.M., and
Recorded in Vol. 1250
of Book on page 192/3
Darlene J. Davis
Register

001E#4661	0004	JR	\$6.00
001E#4661	0004	LRIB	\$2.00
001E#4661	0004	CD LRM	\$4.00

No. _____

by _____

City of Sheboygan, Wisconsin

REGISTER'S OFFICE

STATE OF WISCONSIN,
SHEBOYGAN COUNTY.

Received for Record this _____ day of _____

_____ A.D., 19____,

at _____ o'clock _____ M., and recorded in

Vol. _____ of Records

On page _____

_____ Register of Deeds.

_____ Deputy.

Return to:
Dept. of Public Works
City Hall



AGENDA ITEM MEMORANDUM

DATE: 06/19/2025

TO: Public Works Committee

FROM: Joe Kerlin, Parks Manager

SUBJECT: Resolution No. 46-25-26 – A resolution authorizing the Director of Public Works and Engineering to enter into a Memorandum of Understanding (“MOU”) with the Sheboygan Area School District (“SASD”) for Community Recreation Department activities and events being held at City parks.

ISSUE

Should the Public Works Committee recommend approving the MOU?

STAFF RECOMMENDATION

Staff recommends approving the MOU.

BACKGROUND/DISCUSSION

SASD uses City parks for recreational programming for area residents every year. So far this year, SASD Community Recreation Department has scheduled eight programs in City parks and beaches, for a total of 64 days:

- Youth Soccer
- Play is Healing
- Beach Yoga
- Summer School Classes
- Summer Yoga Class
- Summer Movie Night
- Youth Flag Football

The reason for the MOU is to better define expectations and responsibilities, while allowing for a more streamlined special event application process to include all SASD Community Recreation Department activities.

FUNDING IMPACT

No funding impact by the City.

IF APPROVED, NEXT STEPS:

If approved, the new MOU will be followed when scheduling community events sponsored by SASD Community Recreation Department.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 46-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

JUNE 23, 2025

A RESOLUTION authorizing the Director of Public Works and Engineering to enter into a Memorandum of Understanding with the Sheboygan Area School District for Recreation Department activities and events being held at City parks.

WHEREAS, the Sheboygan Area School District Recreation Department (“SASD”) offers community recreation programming for summer enrichment and engagement and has historically offered many of these programs on City park properties; and

WHEREAS, SASD generally uses spaces of City park properties that are not contemplated by the City’s park facility or special event reservation policies; and

WHEREAS, the parties wish to enter into a Memorandum of Understanding to establish terms and condition.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works and Engineering is authorized to execute the attached Memorandum of Understanding.

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
CITY OF SHEBOYGAN
AND
SHEBOYGAN AREA SCHOOL DISTRICT-COMMUNITY RECREATION
DEPARTMENT**

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the City of Sheboygan (“City”) and the Sheboygan Area School District – Community Recreation Department (“SASD”) regarding use of City properties for summer recreation programming.

BACKGROUND

The City and SASD have enjoyed a decades-spanning partnership relating to summer recreation programming for area residents. The Parties agree that this programming is an important offering for area residents and that their continued partnership is in the community’s best interest. Historically, SASD managed property rental and reservation for summer programming. Within recent years, the City has resumed management. To ensure SASD retains sufficient, exclusive access to those areas of City property necessary or desired for summer programming, the Parties desire to enter into this MOU to clarify expectations and responsibilities.

The Parties therefore agree as follows:

- I. **Effective Date and Term.** This MOU shall be effective as of July 1, 2025 and shall expire on December 31, 2035. This MOU shall automatically renew for two five-year terms and may be further extended by mutual, written agreement of the Parties. Either Party may terminate this MOU upon thirty days’ written notice to the other Party.
- II. **Program Scheduling Notice.** The Parties recognize that summer recreational programming is different from year to year. SASD agrees to submit to City a complete list of recreational program events expected to take place on City property at least sixty days prior to the first scheduled event. This program agenda shall identify the date(s); time(s); impacted properties; area(s) within the impacted properties intended to be used for programming and whether shelters will be used; a general description of event activities; whether any temporary installations such as tents, tables, etc., are planned; and whether restroom facilities will be needed. SASD shall also provide telephone and email contact information for at least one person for each event, including an on-site contact.
 - A. **Scheduling Changes.** SASD agrees to notify the City as soon as practicable when SASD has made the decision to cancel, reschedule, or relocate an event or program.

- III. **Property Use and Condition.** SASD agrees to leave each City property it utilizes for programming in a clean and sanitary condition. SASD therefore agrees to ensure that litter is properly disposed of from the utilized area(s) and restroom facilities. If SASD anticipates higher-than-ordinary waste or recycling generation as part of a program, SASD will request additional waste and/or recycling containers from the City at least thirty days prior to the scheduled event. SASD agrees to reimburse the City for actual costs incurred to bring the property to the condition it had been prior to a program/event, whether such expense arises from damage repair or park cleaning.
- IV. **Staking and Other Property Modifications.** SASD agrees to contact Digger's Hotline in advance of any staking or digging activities and to properly avoid areas in accordance with the markers. SASD bears sole responsibility for ensuring the adequacy of stakes or securing mechanisms for temporary structures such as tents, ball nets, etc. Any signs erected by SASD to support its programming shall conform to the Sheboygan Municipal Code and shall be promptly removed upon program completion.
- V. **Insurance.** SASD agrees to obtain and maintain liability insurance sufficient to satisfy the City's Special Events Insurance requirements and to submit proof thereof at least sixty days prior to the first scheduled event via Certificate of Insurance and Additional Insured endorsement.
- VI. **Indemnification.** To the extent authorized by law, SASD agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, and authorized volunteers from and against any and all suits, actions, claims, demands, damages, liabilities, costs, and expenses of whatsoever kind or nature in any manner caused, occasioned or contributed to in whole or in part by reason of any act, omission, fault, or negligence by SASD arising out of, or in connection with this Agreement. Nothing in this Agreement shall be construed as either party waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin statutes or other applicable law. This provision shall survive Agreement termination.
- VII. **Governing Law & Dispute Resolution.** This MOU shall be construed in accordance with the laws of the State of Wisconsin. Disputes shall be resolved via good faith negotiation. Should that fail, either party may pursue relief in mediation or Sheboygan County Circuit Court.
- VIII. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

- IX. **Notice.** Any notice required by this Agreement shall be made in writing to the parties as addressed below. This shall not be construed to restrict the transmission of routine business communications between the parties.

City of Sheboygan
Attn: City Clerk
828 Center Ave.
Sheboygan, WI 53081

Sheboygan Area School District -
Community Recreation Department
Attn: Jody Brooks
3330 Stahl Road
Sheboygan, WI 53081

- X. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other parties: That the execution of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the dates written below.

CITY OF SHEBOYGAN:

Director of Public Works and Engineering

Date

SHEBOYGAN AREA SCHOOL DISTRICT –
COMMUNITY RECREATION DEPARTMENT

Date

Date