

**CITY OF SHEBOYGAN**  
**PUBLIC WORKS COMMITTEE MINUTES**  
**Tuesday, February 15, 2022**

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**COMMITTEE MEMBERS PRESENT:** Alderperson Amanda Salazar, Alderperson Andre Walton, Chair Dean Dekker, Alderperson Markus Savaglio.

**COMMITTEE MEMBERS EXCUSED:** Vice Chair Grazia Perrella.

**STAFF/OFFICIALS PRESENT:** Director of Public Works David Biebel, City Engineer Ryan Sazama, Superintendent of Streets and Sanitation Jason Blasiola, Superintendent of Wastewater Steve Jossart, Superintendent of Parks and Forestry Joe Kerlin, Superintendent of Facilities and Traffic Mike Willmas, Business Manager Dawn Sokolowski, Assistant City Attorney Thomas Cameron, City Forester Tim Bull (remote), and Civil Engineer/Project Manager Kevin Jump.

**OPENING OF MEETING**

1. Call to Order

Chair Dean Dekker called the meeting to order at 5:30 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

MOTION TO APPROVE MINUTES FROM JANUARY 25, 2022

Motion made by Alderperson Savaglio, Seconded by Alderperson Walton.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

**ITEMS FOR DISCUSSION & POSSIBLE ACTION**

6. RES. NO. 128-21-22 / FEBRUARY 7, 2022 / DOC 27 A resolution pursuant to Sheboygan Municipal Code §74-63(3) to permit the Winterfest Event at Fountain Park on February 26, 2022 to incorporate a fire.

MOTION TO ADOPT

Motion made by Alderperson Savaglio, Seconded by Alderperson Salazar.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

7. RES. NO. 132-21-22 / FEBRUARY 7, 2022 / DOC 28 A resolution authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

MOTION TO ADOPT

Motion made by Alderperson Savaglio, Seconded by Alderperson Walton.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

8. RES. NO. 133-21-22 / FEBRUARY 7, 2022 / DOC 28 A resolution authorizing the appropriate City officials to execute an agreement with Schichtel's Nursery, Inc. regarding the purchase of street trees.

MOTION TO ADOPT

Motion made by Alderperson Savaglio, Seconded by Alderperson Walton.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

9. RES. NO. 135-21-22 / FEBRUARY 7, 2022 / DOC 30 A resolution authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin related to the Southside Sewer Interceptor.

MOTION TO ADOPT

Motion made by Alderperson Savaglio, Seconded by Alderperson Walton.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

10. RES. NO. 136-21-22 / FEBRUARY 7, 2022 / DOC 31 A resolution authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.

MOTION TO ADOPT

Motion made by Alderperson Savaglio, Seconded by Alderperson Walton.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

**NEXT MEETING DATE**

11. Next regular meeting date: March 1, 2022

**ADJOURNMENT**

12. Motion to adjourn

MOTION TO ADJOURN AT 5:55 PM

Motion made by Alderperson Savaglio, Seconded by Alderperson Salazar.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Alderperson Savaglio

**CITY OF SHEBOYGAN**  
**PUBLIC WORKS COMMITTEE**  
**TUESDAY, JANUARY 25, 2022**

**\*\*\*AMENDED\*\*\***

Chair Dean Dekker called the meeting to order at 5:30 p.m. The Pledge of Allegiance followed.

**COMMITTEE MEMBERS PRESENT:** Chair Dean Dekker, Alderpersons Grazia Perrella, Amanda Salazar (remote), and Andre Walton.

**COMMITTEE MEMBERS EXCUSED:** Alderperson Markus Savaglio.

**STAFF/OFFICIALS PRESENT:** Director of Public Works David Biebel, City Engineer Ryan Sazama, Superintendent of Streets and Sanitation Jason Blasiola, Superintendent of Parks and Forestry Joe Kerlin (remote), Superintendent of Facilities and Traffic Mike Willmas and Assistant City Attorney Thomas Cameron.

**OTHERS PRESENT:** Alan Edwards.

**MINUTES**

Motion by Alderperson Walton, seconded by Alderperson Perrella to approve the minutes of December 28, 2021. Motion carried.

**ITEMS FOR DISCUSSION & POSSIBLE ACTION**

**3.1 Winter Parking Discussion (DISCUSSION ONLY)**

**3.2 G.O. NO. 37-21-22 / JANUARY 17, 2022 / DOC 20** An ordinance changing the speed limit on South 12th Street south of Carmen Avenue from 35 MPH to 25 MPH.

Motion by Alderperson Perrella, seconded by Alderperson Walton to recommend the Common Council adopt the ordinance. Motion carried.

**NEXT REGULAR MEETING DATE**

February 15, 2022

**ADJOURN**

Motion by Alderperson Walton, seconded by Alderperson Perrella to adjourn at 6:30 p.m. Motion carried.

## CITY OF SHEBOYGAN

## REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

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**ITEM DESCRIPTION:** A Resolution pursuant to Sheboygan Municipal Code 74-63 (3) to permit the Winterfest Event at Fountain Park on February 26, 2022 to incorporate a fire.

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

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**REPORT DATE:** February 9, 2022

**MEETING DATE:** February 15, 2022

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**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** The Gateway Neighborhood Board is requesting to have a small fire during their planned Winterfest event in Fountain Park. The fire will be used for roasting marshmallows and making smores. Under the City Ordinance, Sec. 74-63. Fire Control, permission from Council is needed to have a fire in a city park that is not contained in a city provided grill in a picnic area.

**STAFF COMMENTS:** DPW staff would like to recommend that the Council approve the request as long as the following stipulations, set by Nicholas Noster, Battalion Chief, and Joe Kerlin, Superintendent of Parks and Forestry, are followed:

- The fire must be contained in a portable metal fire pit that is elevated from the ground
- Ashes and wood must be removed from the park after event
- The fire must be constantly monitored by a mature adult over the age of 21
- Clean dry wood is used for burning
- There are no combustibles (structures, benches, etc.) within 10 feet

**ACTION REQUESTED:** Motion to recommend that the Common Council adopt Res. No. 128-21-22 pursuant to Sheboygan Municipal Code 74-63 (3) to permit the Winterfest Event at Fountain Park on February 26, 2022 to incorporate a fire.

**ATTACHMENTS:**

- I. Res. No. 128-21-22
- II. Winterfest Map



Res. No. 128 - 21 - 22. By Alderperson Perrella. February 7, 2022.

A RESOLUTION pursuant to Sheboygan Municipal Code § 74-63(3) to permit the Winterfest Event at Fountain Park on February 26, 2022 to incorporate a fire.

RESOLVED: That, pursuant to Sheboygan Municipal Code § 74-63(3), the Common Council of the City of Sheboygan permits the Winterfest Event at Fountain Park on February 26, 2022 to incorporate a fire.

BE IT FURTHER RESOLVED: That, for the avoidance of doubt, all other regulations on fires and open burning in the City of Sheboygan - including those in Sheboygan Municipal Code § 50-182 - shall continue to apply to the Winterfest Event.

\_\_\_\_\_

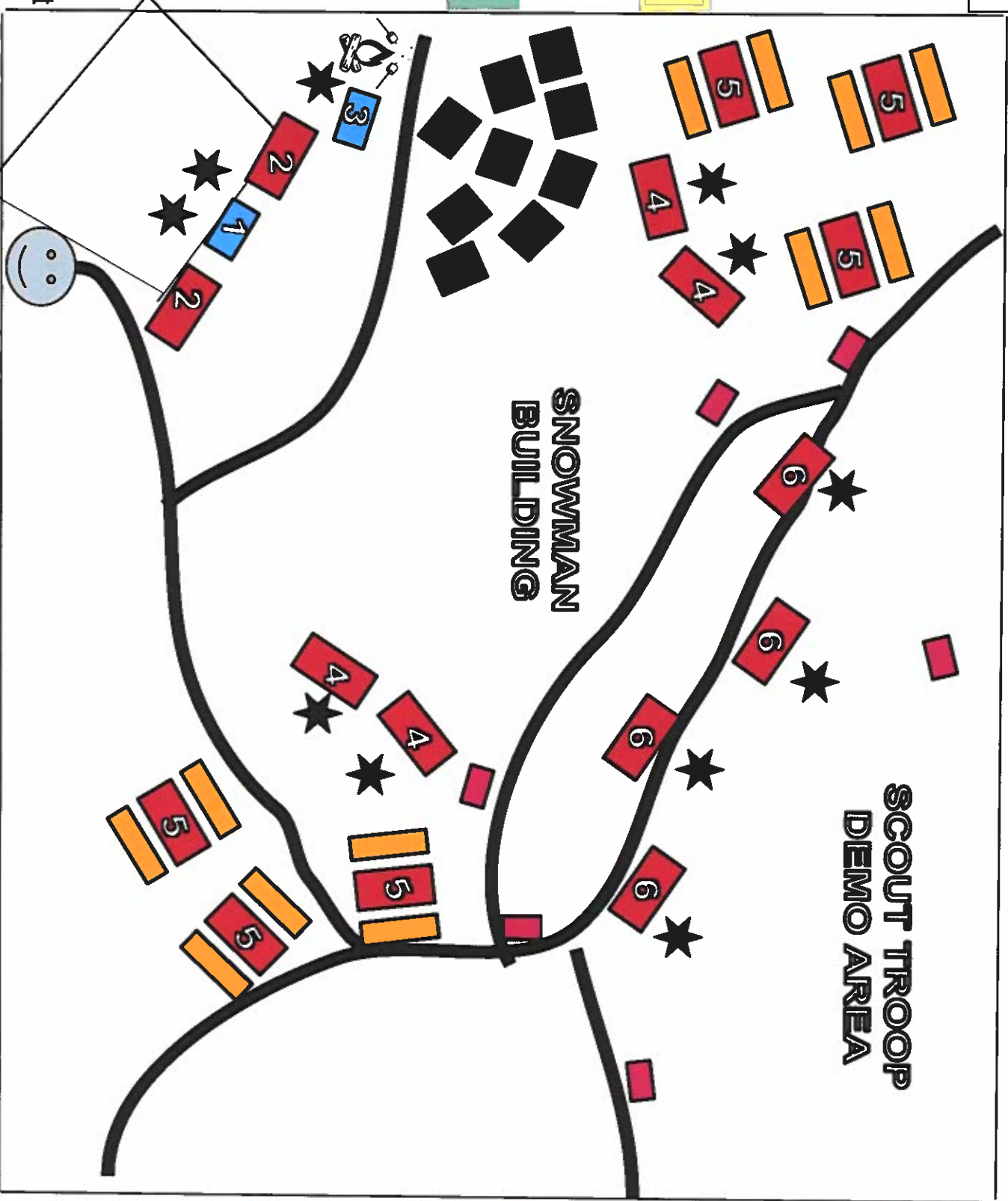
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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



8th St



**SCOUT TROOP  
DEMO AREA**

**SNOWMAN  
BUILDING**

Ontario Ave

3th St

Above & Beyond    Mead Library    Bookworm Gardens    Maywood    Camp Y-Koda

Possible Activity Providers:

- PORTA-POTTY
- VOLUNTEER
- 1 REGISTRATION
- 2 SPONSOR INFO
- 3 COCOA & COOKIES
- 4 SUPPLY TABLE
- 5 WORK TABLE
- 6 ACTIVITY TABLE

- FIREPIT S'MORE STATION
- CONFIRMED FOOD TRUCK
- TENTATIVE FOOD TRUCK
- 4' BENCH
- PICNIC TABLE
- SM TABLE (CHURCH)
- 10' BENCH
- 10' TABLE

## CITY OF SHEBOYGAN

## REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

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**ITEM DESCRIPTION:** A resolution authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** February 10, 2022

**MEETING DATE:** February 15, 2022

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**FISCAL SUMMARY:**

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

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**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** The City of Sheboygan owns a parcel adjacent to 4812 Ferndale Court. This parcel serves as a storm water drainage swale for the Fox Meadows Subdivision. This drainage swale is need of maintenance such as the removal of brush and tree overgrowth. The only access to this drainage swale at this location is through the yard of 4812 Ferndale Court.

**STAFF COMMENTS:** In order for the City of Sheboygan to hire a contractor to perform this maintenance work an access Temporary Easement will need to be granted from the property owner. This easement would allow the contractor to use the property owners yard as an access point to the drainage swale. Staff recommends approving the Temporary Easement.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 132-21-22 authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

**ATTACHMENTS:**

- I. Res. No. 132-21-22
- II. Temporary Easement

III

Res. No. 132- 21 - 22. By Alderpersons Dekker and Perrella.  
February 7, 2022.

A RESOLUTION authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

RESOLVED: That the Mayor and City Clerk are authorized and directed to accept the attached Temporary Easement from Danny K. Eirich and JoAnn Eirich, once properly executed, for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

pw

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

TEMPORARY EASEMENT

This Temporary Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Danny K. Eirich and JoAnn Eirich ("GRANTOR") and the City of Sheboygan, a municipal corporation of the State of Wisconsin ("GRANTEE").

WITNESSETH:

KNOW ALL PERSONS BY THESE PRESENTS that the GRANTOR, in consideration of the covenants contained in this Temporary Easement, hereby grants to the GRANTEE, and its agents, employees, and invitees, a Temporary Easement over 4812 Ferndale Court (Parcel Number 59281435677), more particularly described as **Fox Meadows Addition No. 4, Lot 77** (the "Property"), for the purposes described below.

RETURN TO:

City Attorney's Office  
828 Center Avenue, Suite 210  
Sheboygan, WI 53081

This Temporary Easement is being granted to allow GRANTEE, and its agents, employees, and invitees to enter onto the Property in order to perform maintenance activities on the drainage swale owned by GRANTEE located behind the Property. As part of its maintenance activities on the drainage swale, GRANTEE will remove any natural growth - such as brush - from the drainage swale which currently encroaches upon the Property.

59281435677  
Parcel Ident. No.

GRANTEE agrees to place topsoil and grass seed on any portion of the Property which is visibly disturbed as a result of GRANTEE's (or its agents, employees, and invitees) actions. GRANTEE also agrees to place topsoil and grass seed on any portion of the Property in which natural growth from the drainage swale is removed.

In addition to permitting access to the Property, GRANTOR agrees to water any grass seed placed by GRANTEE or its agents, employees, or invitees.

The rights granted to GRANTEE under this Temporary Easement shall expire on June 1, 2022.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

BY: \_\_\_\_\_  
Danny K. Eirich

BY: \_\_\_\_\_  
JoAnn Eirich



STATE OF WISCONSIN    )  
                                       )   SS  
 COUNTY OF SHEBOYGAN   )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, the above named Danny K. Eirich and JoAnn Eirich, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
 Notary Public, State of Wisconsin  
 My commission expires \_\_\_\_\_

Accepted By:     **CITY OF SHEBOYGAN**

\_\_\_\_\_  
 Ryan Sorenson  
 Mayor

\_\_\_\_\_  
 Meredith DeBruin  
 City Clerk

STATE OF WISCONSIN    )  
                                       )   SS  
 COUNTY OF SHEBOYGAN   )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2022, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
 Notary Public, State of Wisconsin  
 My commission expires \_\_\_\_\_

Acceptance by the City of Sheboygan is authorized by and in  
 accordance with Resolution No.       -21-22      

This document drafted by:  
 Thomas D. Cameron  
 Assistant City Attorney  
 Sheboygan, WI 53081  
 WI State Bar No. 1071734

## CITY OF SHEBOYGAN

## REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

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**ITEM DESCRIPTION:** A resolution authorizing the appropriate City Officials to execute an agreement with Schichtel's Nursery, Inc. regarding the purchase of street trees.

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**REPORT PREPARED BY:** Bernard R. Rammer Purchasing Agent

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**REPORT DATE:** February 7, 2022

**MEETING DATE:** February 15, 2022

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**FISCAL SUMMARY:**

Budget Line Item: 26553000-631100  
 Budget Summary: Park and Forestry  
 Open Space Fund  
 Budget \$ 53,450.00  
 Expenditure:  
 Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** The Emerald Ash Borer has resulted in the removal of many street and park trees throughout the City. This purchase will add 670 street and park trees to help fill vacancies that were created from the Emerald Ash Borer. The expenditure is included in the 2022 Budget plan.

**STAFF COMMENTS:** The City of Sheboygan maintains a Tree City USA designation. An abundance of healthy street and park trees enhances the quality of life for our residents. This purchase will increase our tree inventory to help get it back to pre-emerald ash borer levels. The purchase was put to public bid and the bid received from Schichtel's Nursery Inc. of Springville, New York being the most complete in the ability to provide the trees as well as the most cost effective from a price standpoint. The trees to be purchased are spread across many different species so as to avoid a situation such as is being experienced with the Ash species. Forestry Division Staff will plant the trees.

Species include: dogwood, serviceberry, sweetgum, cherry, seven-son flower, ironwood, tree lilac, planetree, Kentucky coffee tree, Jefferson elm, honey locust, zelkova, yellowwood, hackberry, Katsura tree, golden rain tree, oak, ginkgo, birch, hardy rubber tree, dawn redwood, tulip tree, northern catalpa, sugar maple, and hickory.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 133-21-22 authorizing the appropriate City Officials to execute an agreement with Schichtel's Nursery, Inc. regarding the purchase of street trees.



**ATTACHMENTS:**

- I. Res. No. 133-21-22
- II. Schichtel's Nursery, Inc Agreement

III

Res. No. 133 - 21 - 22. By Alderpersons Dekker and Perrella.  
February 7, 2022.

A RESOLUTION authorizing the appropriate City officials to execute an agreement with Schichtel's Nursery, Inc. regarding the purchase of street trees.

RESOLVED: That the appropriate City officials are hereby authorized to execute the attached Agreement with Schichtel's Nursery, Inc. regarding the purchase of street trees.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the purchase of street trees, not to exceed \$53,450.00, from Account No. 26553000-631100.

PW

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
SCHICHTEL'S NURSERY, INC.**

**REGARDING THE PURCHASE OF STREET TREES**

This Agreement ("Agreement") is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Schichtel's Nursery, Inc. ("Vendor").

**BACKGROUND**

The City desires to purchase street trees for the Spring 2022 planting season. Because of the anticipated cost of the street trees, the City issued Request for Bids #2010-22. Vendor responded to Request for Bids #2010-22. The City determined that Vendor was the lowest responsive bidder.

**Article 1. Purchase of Goods**

Vendor shall furnish the street trees (including Vendor's proposed substitutions, which are acceptable to the City) as indicated on Vendor's Bid, which is attached to this Agreement as Exhibit 1.<sup>1</sup>

Vendor and the City's Representative shall coordinate with regard to the exact delivery date for the street trees, which will be in late March or early April 2022.

Vendor shall deliver all street trees to the City of Sheboygan's Municipal Service Building (2026 New Jersey Avenue, Sheboygan, Wisconsin 53081). Vendor shall provide the City's Representative at least 24 hours' notice before delivery. Deliveries will only be accepted between the hours of 7:00 a.m. and 1:30 p.m. Deliveries will only be accepted Monday through Friday (and will not be accepted on state holidays). All trees shall be properly loaded on a truck or trailer, tarped, and secured so as not to cause damage in transport. All trees shall be identified and tagged by variety and size.

Title of the trees shall pass upon acceptance of goods by the City at the Municipal Service Building in Sheboygan, Wisconsin.<sup>2</sup>

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<sup>1</sup> All trees shall be nursery grown at a northern location so as to be acclimated to the local climate. Single-stem trees are desired unless otherwise indicated in Exhibit 1. Trees are to be of the diameter / caliper range specified in Exhibit 1, Type 1 quality, true to type, and exhibiting good health and vigor. All trees will be free of any and all injury due to insects and disease, and free from any other defects that will affect the survivability and long-term health of the trees. The trunk bark will be sound with no large wounds. Small wounds will be callused over or have good callus formation. Crown shape and branch structure shall be typical of each species or variety. Shade trees shall have a strong central leader. The crowns will also be free of any major defects (such as co-dominate leaders, poor branch angles, or heavy branches not in proportion to the rest of the plant). Branch height will be appropriate for the size and tree provided. All trees will be dug and handled in such a manner as to prevent injuries to trunks, branches, and roots. All whips shall be unbranched to lightly branched. All bare root trees must have a well-branched and fibrous root system characteristic of the species. All tree specifications will adhere to the standards set forth by the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1).

<sup>2</sup> The City reserves the right to inspect all trees upon delivery. The City reserves the right to reject any plants that do not meet the specifications set forth in this Agreement. All return freight costs for rejected trees will be borne by Vendor.

## **Article 2. Cost**

Pursuant to Vendor's Bid, the City shall pay Vendor an amount not to exceed \$53,450.00 for the street trees. This price includes all handling, transportation, and insurance charges. The City shall make payment to Vendor within 45 days of acceptance of the street trees and receipt of an invoice from Vendor.<sup>3</sup> Any amount not paid when due will bear interest at the rate of 0% per year.

Vendor shall submit the invoice to:

Bernard Rammer  
Purchasing Agent  
City of Sheboygan  
828 Center Ave., Suite 205  
Sheboygan, WI 53081  
bernard.rammer@sheboyganwi.gov

Vendor shall be required to file waivers of lien from any suppliers and subcontractors with the City prior to receiving payment. The submission of the invoice shall be deemed a waiver and release by Vendor of all liens and claims with respect to this Agreement, except as specifically reserved and noted on such invoice.

## **Article 3. City's Representative**

The City designates Tim Bull as its Representative for purposes of this Agreement. The City's Representative is authorized to act on the City's behalf with respect to this Agreement. For the avoidance of doubt, the City's Representative shall have the authority to consent to substitute street trees, and to the exact delivery date for the street trees.

## **Article 4. Terms and Conditions**

### **A. Entire Agreement**

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
  - a. Exhibit 1 – Vendor's Bid Response
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)

This Agreement (and its Exhibits) is the entire and integrated agreement between the City and Vendor regarding the subject matter of the Agreement. It supersedes all prior and contemporaneous communications, representations, and agreements that are not part of this Agreement. This Agreement may only be modified by a written amendment signed by both parties.

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<sup>3</sup> Payment shall be considered timely if the payment is mailed, delivered, or transferred within 45 days after acceptance of the street trees and receipt of an invoice from Vendor, unless Vendor is notified in writing of a dispute before payment is made.



In resolving conflicts, errors, discrepancies, and disputes, the component of the Agreement expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Vendor and affording the greater right or remedy to the City shall govern.

#### B. Access to Records

Vendor has not identified any part of its Bid Response as constituting a trade secret.

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Vendor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, in which case Vendor must defend and hold the City harmless from liability under that law.

Vendor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall also be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

#### C. Appropriation of Funds

If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

#### D. Assignment

Neither the City nor Vendor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Vendor of the obligations incurred by the Vendor under the terms of this Agreement.

#### E. Compliance with Laws

Vendor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the delivery of the street trees.

Vendor represents and warrants that the goods furnished under this Agreement, including all labels, packages, and container for said goods, complies with all applicable standards, rules, and regulations in effect under the requirements of all federal, state, and local laws, rules, and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods.

If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Vendor shall provide one copy of a Material Safety Data Sheet for each item with the shipped container(s) and one copy with the Invoice(s).

If it is determined by the City that these standards are not met, the Vendor agrees to bear all costs required to meet the minimum standards as stated above for the goods furnished under this Agreement.

The Vendor shall be required to demonstrate valid possession of all required licenses, and to keep all required licenses in effect for the term of this Agreement.

#### F. Conflict of Interest

Vendor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of its obligations under this Agreement. Vendor agrees that no person having any such interest shall be employed in the performance of this Agreement.

#### G. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement when such failure in performance is caused by or results from unforeseeable causes beyond the reasonable control of the affected party and without fault or negligence on the part of the affected party. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

#### H. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

#### I. Indemnification

To the extent permitted by law, Vendor shall be liable to and hereby agrees to defend and hold the City, and its officers, officials, agents, and employees harmless from all liability, including, but not limited to, claims, actions, causes of action, liens, losses, damages, costs, legal fees, expenses, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with Vendor's responsibilities under this Agreement.

#### J. Independent Contractor

During the entire term of this Agreement, Vendor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Vendor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

#### K. Insurance

Vendor will insure, and will require any subcontractor to insure, as indicated, against the following risks to the extent stated below.

1. Commercial General Liability. Vendor shall procure and maintain during the life of this Agreement, Commercial General Liability insurance including—but not limited to—products and completed operations, bodily injury, property damage, and personal injury—in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Vendor's coverage shall be primary and list the

City as an additional insured. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria, applying on a primary basis, and listing the City as an additional insured.

2. Automobile Liability. Vendor shall procure and maintain during the life of this Agreement, Business Automobile Liability Insurance covering owned, non-owned, and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria.
3. Workers' Compensation. Vendor shall procure and maintain during the life of this Agreement, Workers' Compensation insurance that complies with all statutory requirements. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria.

*Acceptability of Insurers.* The insurance policies required by this Section shall be issued by an insurer with an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

*Proof of Insurance.* Vendor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies. Vendor shall provide the certificate(s) to the City's Purchasing Agent. If any of the policies required under this Section expire when this Agreement is in effect, Vendor shall provide renewal certificates to the City. The certificate of insurance shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin  
828 Center Ave., Suite 110  
Sheboygan, Wisconsin 53081

This insurance shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from this Agreement.

If Vendor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

#### L. Intent to Be Bound

The City and Vendor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.



#### M. Non-Collusion

Vendor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder or with any other competitor.
2. Unless otherwise required by law, the prices quoted in Vendor's bid were not disclosed by Vendor prior to opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a response to the City regarding the street trees for the purpose of restricting competition.

#### N. Non-Discrimination

In connection with the performance of work under this Agreement, Vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Vendor further agrees to take affirmative action to ensure equal employment opportunities.

#### O. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

##### City:

##### Vendor:

City Clerk	Nicole Sage
City of Sheboygan	Schichtel's Nursery, Inc.
828 Center Ave.	7420 Peters Road
Sheboygan, Wisconsin 53083	Springville, New York 14141

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Vendor.

#### P. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to



amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### Q. Schedule

The Parties agree that no charges or claims for damages shall be made by Vendor for any delays or hindrances, from any cause whatsoever, during its completion of its obligations under this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Vendor to proceed to complete any obligation, or any part of its obligations, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Failure of the Vendor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

#### R. Termination

In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions contained in this Agreement, and any such default shall continue unremedied for a period of 10 days after written notice to Vendor, the City may, at its option, and in addition to all other rights and remedies which it may have in law or equity, terminate the Agreement and all rights of Vendor under the Agreement.

The City reserves the right to cancel this Agreement with any state or federally debarred contractor.

#### S. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Vendor.

#### T. Vendor's Representations

In order to induce the City to enter into this Agreement, Vendor makes the following representations:

1. Vendor has examined and carefully studied the Agreement.
2. If, in Vendor's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the goods, then Vendor has visited the Point of Destination and site where the goods are to be installed and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the goods.
3. Vendor is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Vendor's obligations under the Agreement.

4. Vendor has carefully studied, considered, and correlated the information known to Vendor with respect to the effect of such information on the cost, progress, and performance of Vendor's obligations under the Agreement.
5. Vendor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in the Agreement, and the written resolution (if any) by the City is acceptable to Vendor.
6. The Agreement is generally sufficient to indicate and convey understanding of all terms and conditions for performance of Vendor's obligations under the Agreement.
7. Vendor's entry into this Agreement constitutes an incontrovertible representation by Vendor that without exception all prices in the Agreement are premised upon furnishing the goods as required by the Agreement.

#### U. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

#### V. Weapons Prohibition

Vendor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, at any City work site. This requirement shall apply to vehicles used at any City work site, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. § 175.60(15m).

#### W. Other Provisions

1. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
2. Authority. 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.

3. Interpreting the Contract Documents. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF SHEBOYGAN, WISCONSIN**

**VENDOR**

**BY:** \_\_\_\_\_  
Ryan Sorenson, Mayor

**BY:** \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

This Agreement Authorized by Resolution \_\_\_\_\_



## EXHIBIT 1



ORIGINAL

**CITY OF SHEBOYGAN  
REQUEST FOR BIDS # 2010-22  
PURCHASE OF TREES**

The City of Sheboygan is accepting bids for the purchase of street trees for the Spring 2022 planting season. Detailed specifications including quantities, desired species and related forms can be obtained at no cost by contacting Bernard Rammer, Purchasing agent at (920)459-3469 or by email at [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov).

In order to be considered, sealed bids, on forms included with the bid documents must be received no later than 1:00 PM on Tuesday January 25, 2022 at the Sheboygan City Hall, 828 Center Avenue, Sheboygan, WI 53081 and marked to the attention of Bernard Rammer, Purchasing Agent. Bids received after that date and time will not be opened or accepted.

The bids shall include delivery of the trees to the City of Sheboygan with an expected delivery in early April 2022. All bids must remain in force for not less than 30 days from the bid due date. Bids may not be changed or withdrawn following bid opening without the express consent of the City of Sheboygan.

The City of Sheboygan reserves the right to cancel this solicitation, reject any bid, waive any informality associated with the bid process and award the bid deemed to be in the best interest of the City of Sheboygan.

Bernard R. Rammer  
Purchasing Agent

53520

**CITY OF SHEBOYGAN  
TREE PURCHASING SPECIFICATIONS  
Request for Bids # 2010-22**

**1. GENERAL INFORMATION**

The City of Sheboygan needs the following plant material for spring 2022. Bids will be accepted by the City of Sheboygan Purchasing Department, 828 Center Avenue, Sheboygan, WI 53081, 1:00 PM on Tuesday January 25, 2022. The contract will be awarded to the lowest responsive, responsible bidder. Substitutions will be considered if sizes and varieties desired are not available. All substitutions must be clearly noted on the bid proposal in the space provided. Proposed substitutions will be accepted at the sole discretion of the City. When the lowest responsive bidder proposes a substitution that is less desirable to the City, the City reserves the right to purchase that species from another submitting vendor. The City of Sheboygan is the sole judge of the suitability of all bidders and reserves the right to reject any and all parts of the proposal that is not in the best interest of the City of Sheboygan.

**2. DELIVERY**

Bids will include the cost of delivery. The bidder shall deliver all awarded plant material to the City of Sheboygan, Municipal Service Building, 2026 New Jersey Avenue, Sheboygan, Wisconsin 53081. The City of Sheboygan requires at least 24 hours notice before delivery will be accepted. Contact the City Forester, Tim Bull at (920) 979-1810 to arrange for delivery. Deliveries will only be accepted between the hours of 7:00 A.M. and 1:30 P.M. Monday through Friday, not including State Holidays. All trees shall be properly loaded on a truck or trailer, tarped and secured so as not to cause damage in transport. Plants will be identified and tagged by variety and size.

Based upon field conditions and dig times, we will work with the winning bidder(s) to identify an acceptable delivery date(s). *In general, our goal is to receive trees as early as possible either end of March or early April.*

**3. PLANT SPECIFICATIONS**

All plants shall be nursery grown at a northern location so as to be acclimated to the local climate. Single-stem trees are desired unless otherwise indicated. Trees are to be of the diameter/caliper range specified on the bid sheet, Type 1 quality, true to type and exhibiting good health and vigor. All plants will be free of any and all injury due to insects, disease and any other defects that will affect the survivability and long-term health. The trunk bark will be sound with no large wounds. Small wounds will be callused over or having good callus formation. Crown shape and branch structure will be typical of each species or variety. Shade trees shall have a strong central leader. The crowns will also be free of any major defects (co-dominate leaders, poor branch angles, heavy branches not in proportion to the rest of the plant). Branch height will be appropriate for the size and plant provided. All plants will be dug and handled in such a manner as to prevent injuries to trunks, branches, and roots. All whips shall be unbranched to lightly-branched.

All bare root trees must have a well-branched and fibrous root system characteristic of the species. All tree specifications will adhere to the standards set forth by the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1).



## 4. INSPECTION

The City of Sheboygan reserves the right to inspect all plants. All plants will be subject to inspection at the location specified in the bid request. The City of Sheboygan reserves the right to reject any plants that do not meet these specifications. Final inspection shall be done upon receiving plant material. All return freight costs for removal of rejected plant material will be borne by the supplier.

FIRM NAME: Schichtel's Nursery, Inc.

City of Sheboygan  
Spring 2022 Bidder's List

Item	Quantity Required	1.5" to 1.75" Bare Root Single Stem	Price Each	Price Total
1	30	golden glory cornelian cherry, <i>Cornus mas</i> 'Golden Glory'	X	X
	(36) 1.5"	proposed substitution: <i>Cornus mas</i> 'Saffron Sentinel'	#89.00	#2,670.00
2	30	spring flurry serviceberry, <i>Amelanchier laevis</i> 'Spring Flurry'	X	X
	(36) 1.5"	proposed substitution: <i>Amelanchier laevis</i> 'Cumulus'	#97.00	#2,910.00
3	30	cherokee sweetgum, <i>Liquidambar styraciflua</i> 'Ward'	#87.00	#2,610.00
		proposed substitution:		
4	30	eastern redbud, <i>Cercis canadensis</i>	X	X
	(36) 1.5"	proposed substitution: <i>Prunus Sargentii</i> 'Pink Flair'	#80.00	#2,400.00
5	30	seven-son flower, <i>Heptacodium miconioides</i>	#110.00	#3,300.00
		proposed substitution:		
6	30	firespire American hornbeam, <i>Carpinus caroliniana</i> 'J.N. Upright'	X	X
	(36) 1.5"	proposed substitution: <i>Ostrya Virginiana</i>	#83.00	#2,490.00
7	30	beijing gold tree lilac, <i>Syringa pekinensis</i> 'Zhang Zhiming'	#55.00	#1,650.00
		proposed substitution:		
8	30	exclamation planetree, <i>Platanus</i> x 'Exclamation'	#52.00	#1,560.00
		proposed substitution:		
9	30	espresso Kentucky coffee tree, <i>Gymnocladus dioica</i> 'Espresso'	#96.00	#2,880.00
		proposed substitution:		
10	30	jefferson elm, <i>Ulmus Americana</i> 'Jefferson'	#67.00	#2,010.00
		proposed substitution:		
11	30	northern acclaim honeylocust <i>Gleditsia triacanthos</i> 'Harve'	#74.00	#2,220.00
		proposed substitution:		
12	30	green vase zelkova, <i>Zelkova serrata</i> 'green vase'	#62.00	#1,860.00

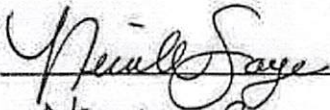


		proposed substitution:		
13	30	yellowwood, <i>Cladrastis kentukea</i>	\$92.00	\$2760.00
		proposed substitution:		
14	30	magnifica hackberry, <i>Celtis occidentalis</i> 'Magnifica'	\$78.00	\$2340.00
		proposed substitution:		
15	30	katsuratree, <i>Cercidiphyllum japonicum</i>	\$85.00	\$2550.00
		proposed substitution:		
16	30	golden rain tree, <i>Koelreuteria paniculata</i>	X	X
	30	proposed substitution: 1.25" only Available	\$79.00	\$2370.00
17	30	shingle oak, <i>Quercus imbricaria</i>	\$85.00	\$2550.00
		proposed substitution:		
18	30	presidential gold ginkgo, <i>Ginkgo biloba</i> 'The President'	\$96.00	\$2880.00
		proposed substitution:		
19	30	heritage birch, <i>Betula nigra</i> 'Heritage' (single stem)	\$89.00	\$2670.00
		proposed substitution:		
20	30	hardy rubber tree, <i>Eucommia ulmoides</i>	X	X
	30	proposed substitution: 1.25" only Available	\$75.00	\$2250.00
21	10	dawn redwood, <i>Metasequoia glyptostroboides</i>	\$92.00	\$920.00
		proposed substitution:		
22	10	tulip tree, <i>Liriodendron tulipifera</i>	\$72.00	\$720.00
		proposed substitution:		
23	10	northern catalpa, <i>Catalpa speciosa</i>	\$75.00	\$750.00
		proposed substitution:		
24	10	swamp white oak, <i>Quercus bicolor</i>	\$75.00	\$750.00
		proposed substitution:		
25	10	sugar maple, <i>Acer saccharum</i>	\$70.00	\$700.00
		proposed substitution:		

Item	Quantity Required	4' to 5' Whip	Price Each	Price Total
26	10	sugar maple, <i>Acer saccharum</i>	\$28.00	\$280.00
		proposed substitution:		
27	10	shagbark hickory, <i>Carya ovata</i>	\$40.00	\$400.00
		proposed substitution:		

53450.00

Firm Name: Schichtel's Nursery, Inc.  
Address: 7420 Peters Rd.  
City, State, Zip: Springville NY 14141  
Phone: 716-592-9383 x 124  
Fax: 716-592-4282

Authorized Signature:   
Printed Name: Nicole Sage  
Date: 1/17/2022



## CITY OF SHEBOYGAN

## REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

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**ITEM DESCRIPTION:** Resolution authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin related to the Southside Sewer Interceptor.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** February 10, 2022

**MEETING DATE:** February 15, 2022

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**FISCAL SUMMARY:**

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

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**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** The City of Sheboygan Department of Public Works is planning to perform shoreline restoration and resiliency measures to protect the major sanitary sewer that parallels the Lake Michigan shoreline. The sewer line originally constructed in 1936 is a critical piece of infrastructure and conveys nearly half of all the sewage to the Wastewater Treatment Plant. This work is necessary to not only protect the infrastructure but also provide access for future planned maintenance and repairs.

To complete this work and to meet the current standards the City of Sheboygan will need to acquire various Temporary Easements and Permanent Easements from 16 property owners.

**STAFF COMMENTS:** This proposed Relocation Order will give the City of Sheboygan the ability to acquire the necessary easements so that this project can be constructed to meet industry standards.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 135-21-22 authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin related to the Southside Sewer Interceptor.

**ATTACHMENTS:**

- I. Res. No. 135-21-22
- II. Exhibit A
- III. Exhibit B

Res. No. 135 - 21 - 22. By Alderpersons Dekker and Perrella.  
February 7, 2022.

A RESOLUTION authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin related to the Southside Sewer Interceptor.

WHEREAS, the City of Sheboygan has determined a need to improve access to the sewer utility infrastructure along the Lake Michigan shoreline from Alabama Avenue to Whitcomb Avenue in the City of Sheboygan (the "Southside Sewer Interceptor"); and

WHEREAS, in order to improve access to the Southside Sewer Interceptor, the City intends to construct an access road along Lake Michigan (the "Project") to allow the City access to the Southside Sewer Interceptor in order to conduct necessary maintenance; and

WHEREAS, in order to construct the Project, it is necessary for the City to acquire temporary easements immediately adjacent to the Lake Michigan shoreline in the City of Sheboygan; and

WHEREAS, it is also necessary for the City to obtain permanent sewer access easements in the vicinity of the Project; and

WHEREAS, a map of the location of the temporary easements and the permanent sewer access easements (the "Plat") is attached to this Resolution as Exhibit A; and

WHEREAS, the legal descriptions of the temporary easements and the permanent sewer access easements are attached to this Resolution as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED: That this Resolution is a Relocation Order in accordance with Wis. Stat. § 32.05(1), which relates to the acquisition of temporary easements and permanent sewer access easements related to the City's sanitary sewer system.

BE IT FURTHER RESOLVED: That it is necessary, in accordance with Wis. Stat. § 32.07(2), for the City of Sheboygan to acquire the temporary easements and permanent sewer access easements depicted on Exhibit A and described on Exhibit B.

BE IT FURTHER RESOLVED: That, if necessary, the City of Sheboygan will acquire the temporary easements and permanent sewer access easements depicted on Exhibit A and described on Exhibit B from the respective record owners by condemnation in accordance with Wis. Stat. Chapter 32.

BE IT FURTHER RESOLVED: That all City officials, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance of this Relocation Order, including the payment of funds to acquire the necessary easements (to the extent funds have been appropriated) and the signing of any documents reasonably necessary to accept the necessary easements.

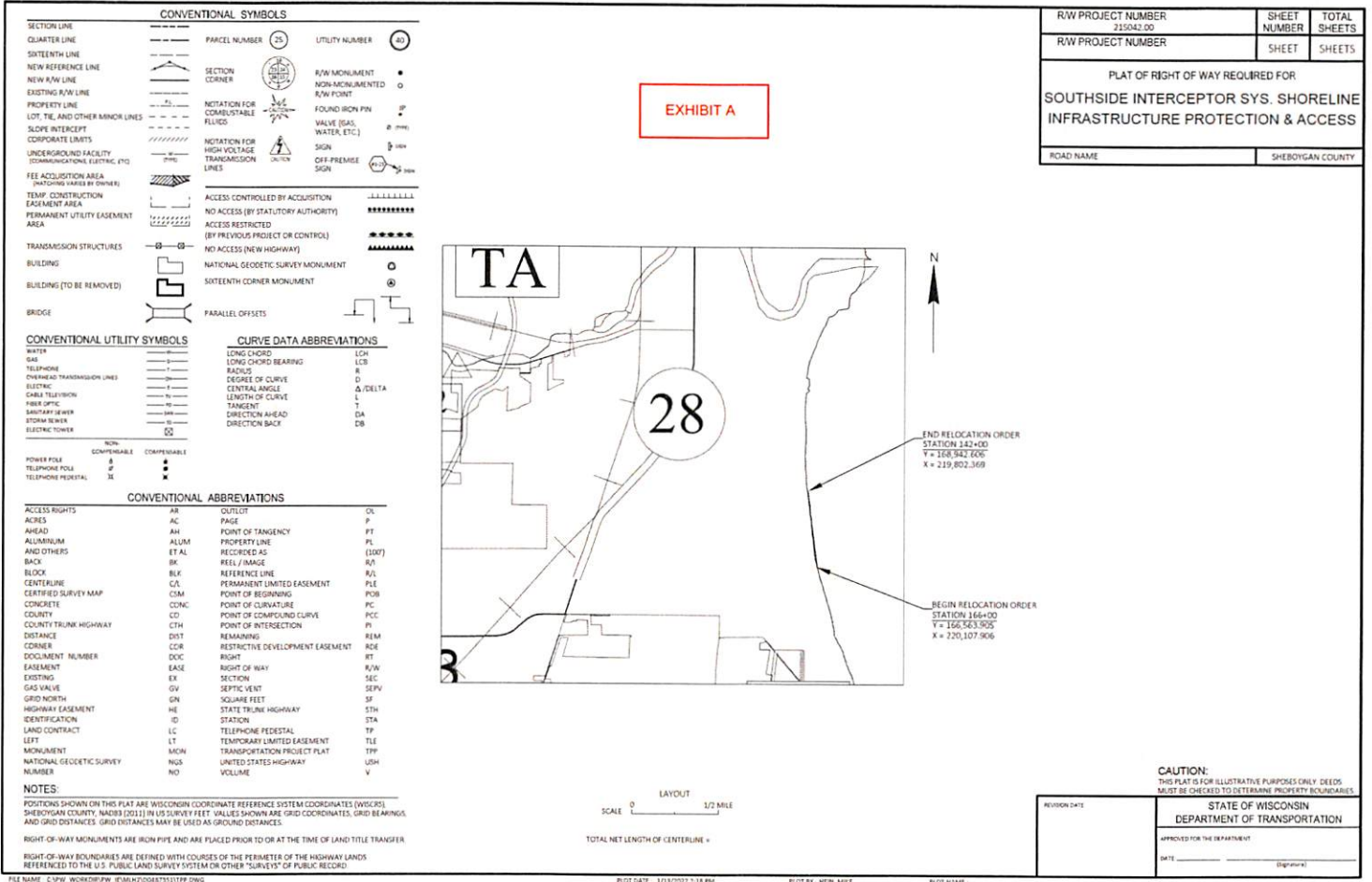
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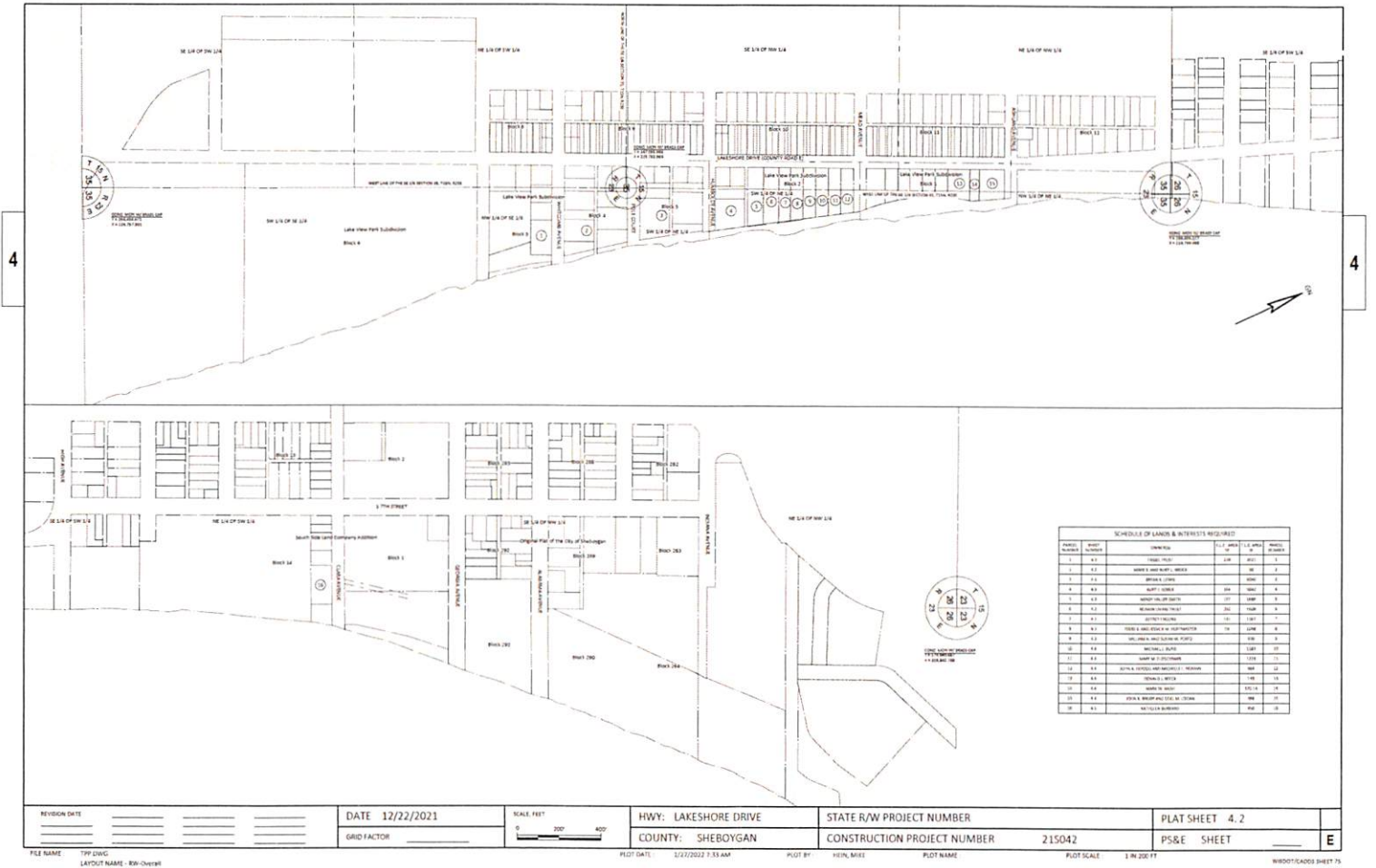
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

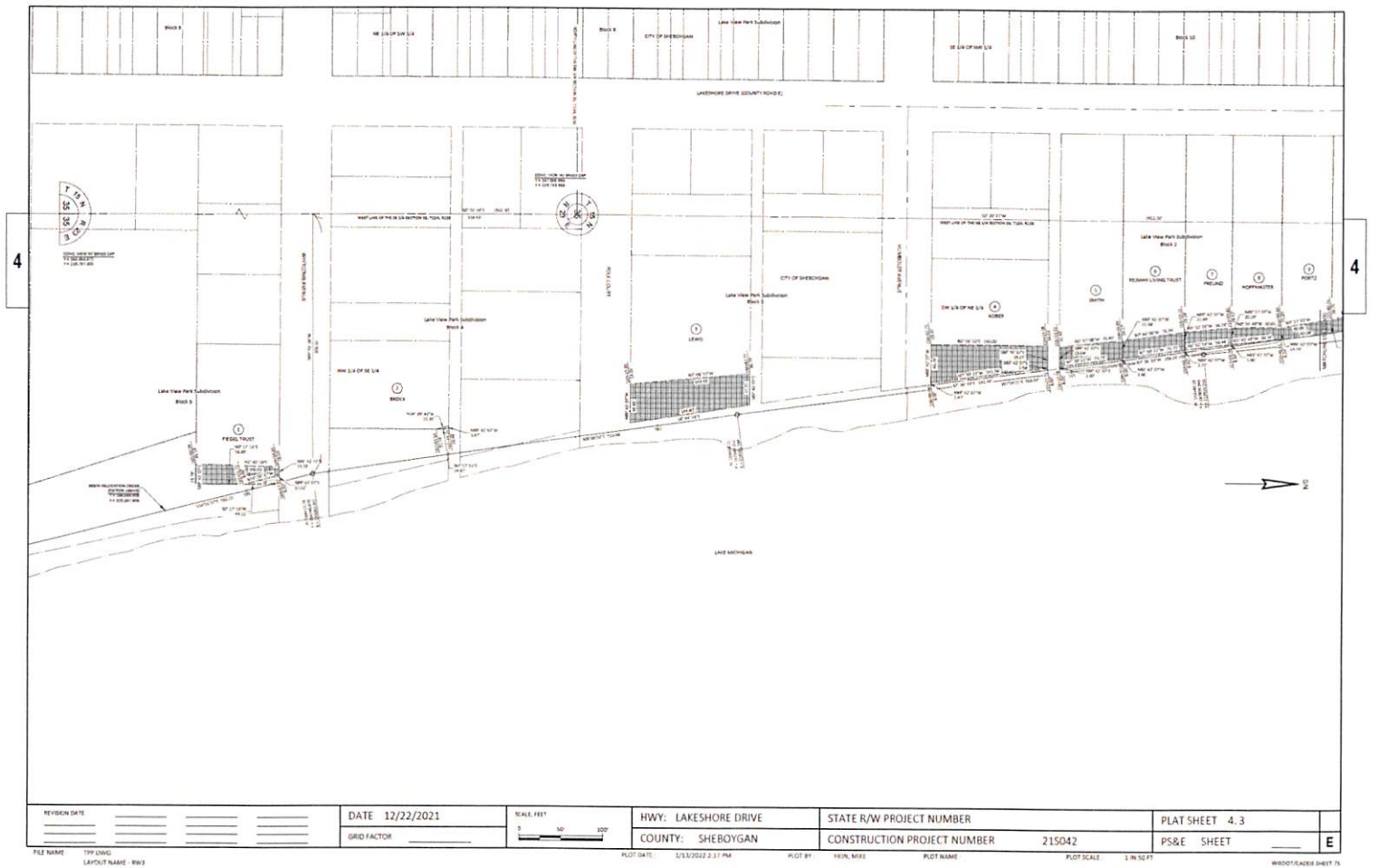
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

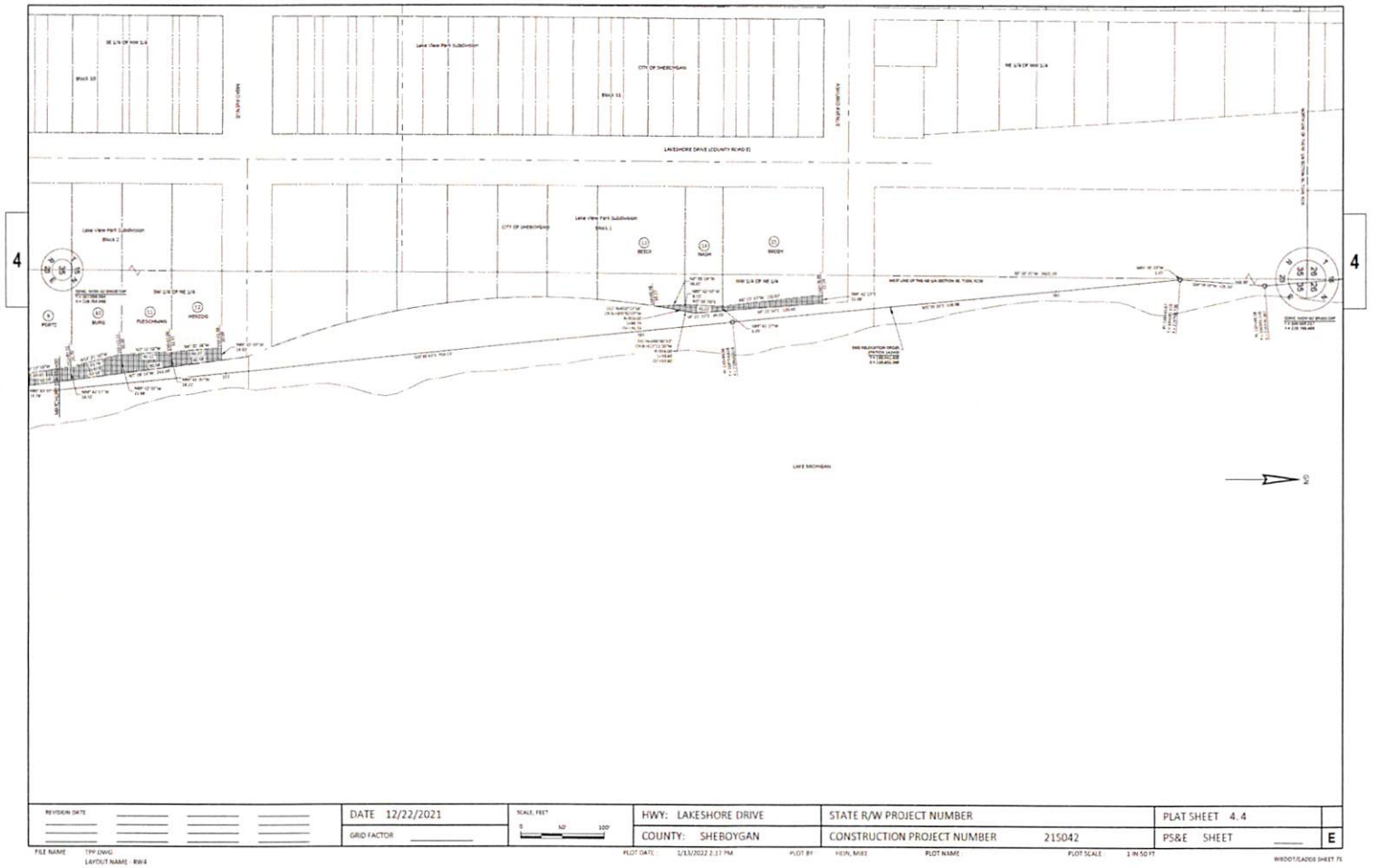
EXHIBIT A

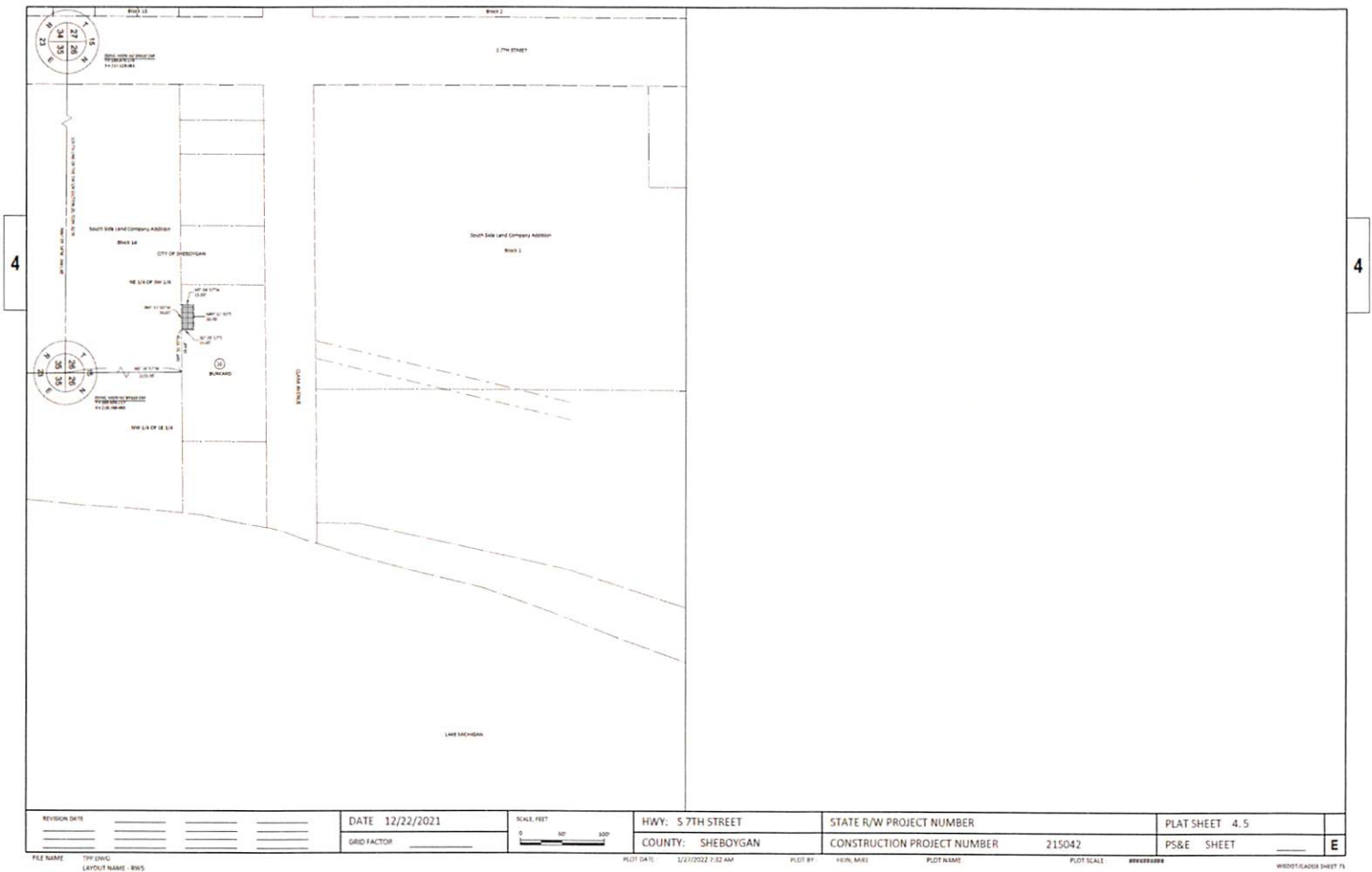




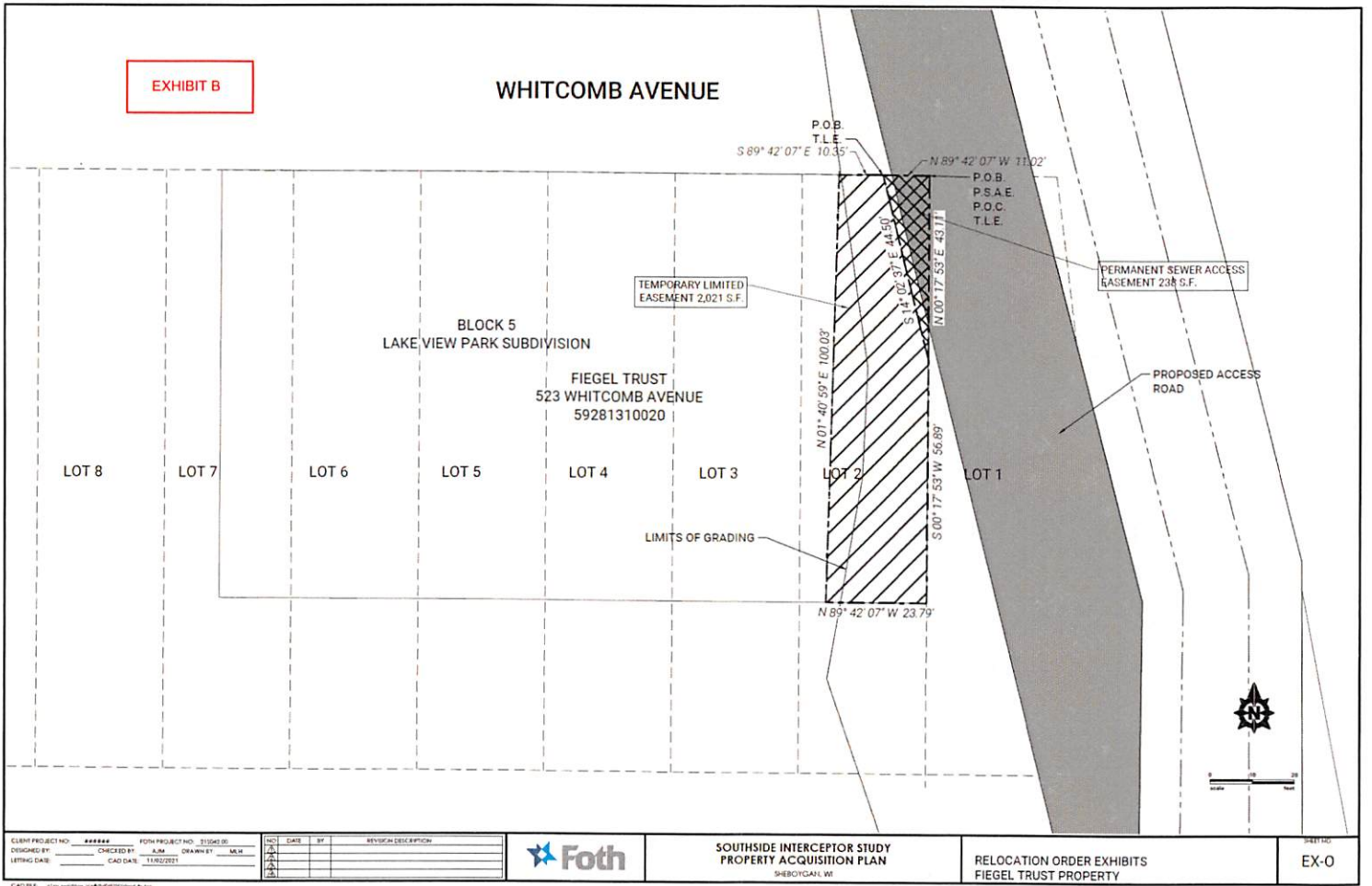












**Proposed Permanent sewer access easement (Fiegel Trust property)**

Land being a part of Lot 2, Block 5, Lake View Park Subdivision, being part of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Beginning at the Northeast corner of Lot 2, Block 5, Lake View Park Subdivision; Thence North 89°42'07" West along North line of said Lot 2, 11.02 feet; Thence South 14°02'37" East 44.50 feet, to a point on East line of Lot 2, Block 5; Thence North 00°17'53" East along said East line, 43.11 feet to the point of beginning of lands being described.

Containing 238 Square feet (0.006 Ac.) of land more or less.

**Proposed Temporary limited easement (Fiegel Trust property)**

Land being a part of Lot 2, Block 5, Lake View Park Subdivision, being part of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northeast corner of Lot 2, Block 5, Lake View Park Subdivision; Thence North 89° 42' 07" West 11.02 feet along the North line of said Lot 2 to the point of beginning of the lands being described; Thence South 14°02'37" East 44.50 feet to a point on East line of Lot 2, Block 5; Thence South 00°17'53" West along said East line 56.89 feet; Thence North 89°42'07" West 23.79 feet; Thence North 01°40'59" East 100.03 feet to the North line of Said Lot 2; Thence South 89°42'07" East 10.35 feet along said North line, to the point of beginning of lands being described.

Containing 2,021 Square feet (0.046 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 523 Whitcomb Avenue  
Tax Key No. 59281310020



**Proposed Temporary limited easement (Brock property)**

Land being a part of Lot 24, Block 4, Lake View Park Subdivision, being part of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

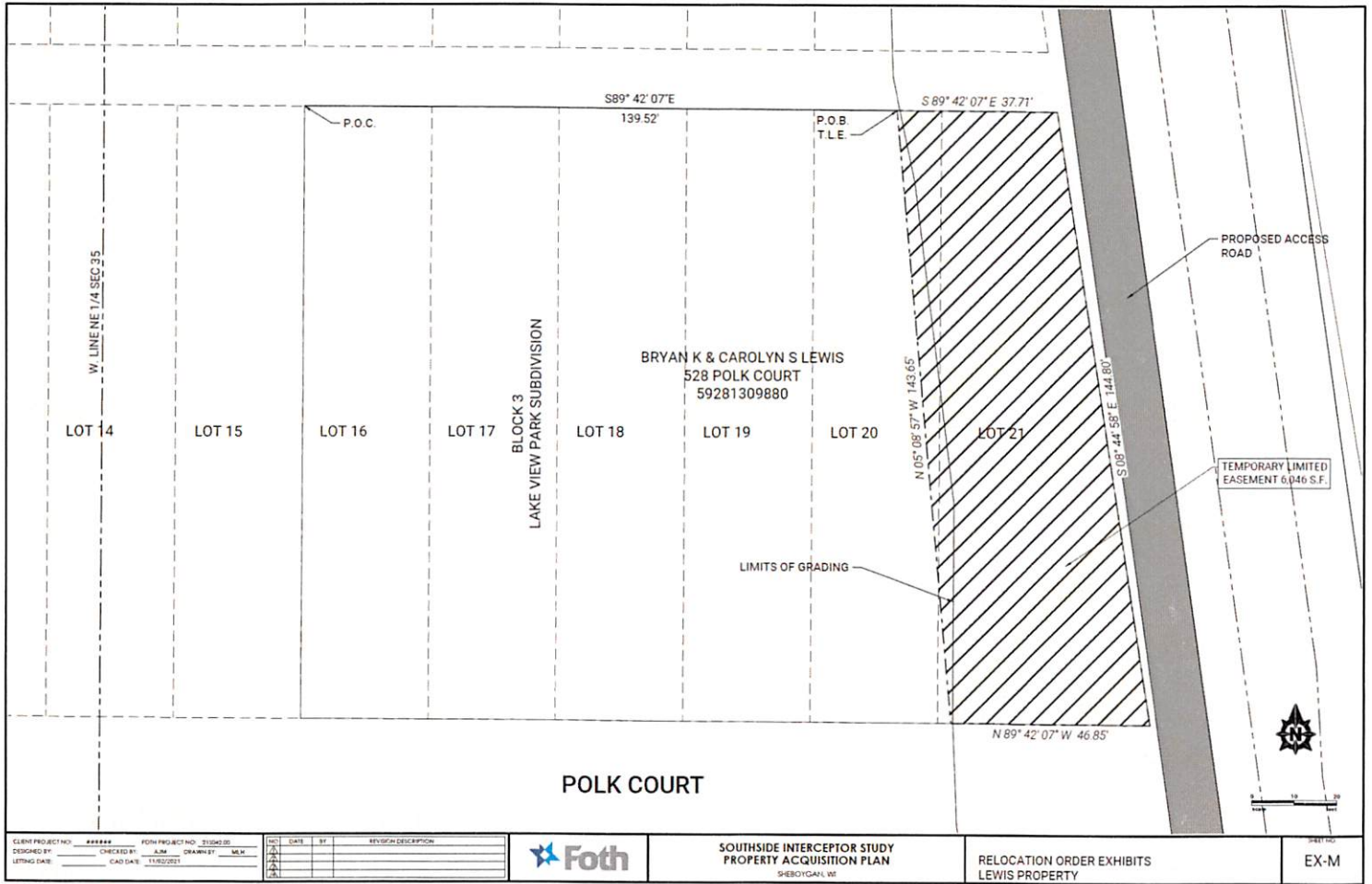
Beginning at the Northeast corner of Lot 24, Block 4, Lake View Park Subdivision; Thence North 89° 42' 07" West along the North line of said Lot 24 a distance of 3.97 feet; Thence South 14° 39' 40" East to the East line of Said Lot 24; Thence North 00° 17' 53" East 14.87 feet along said East line, to the point of beginning of lands being described.

Containing 30 Square feet (0.0007 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 522 Whitcomb Avenue  
Tax Key No. 59281309990





**Proposed Temporary limited easement (Lewis property)**

Land being a part of Lots 16, 17, 18, 19, 20 and 21, Block 3, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

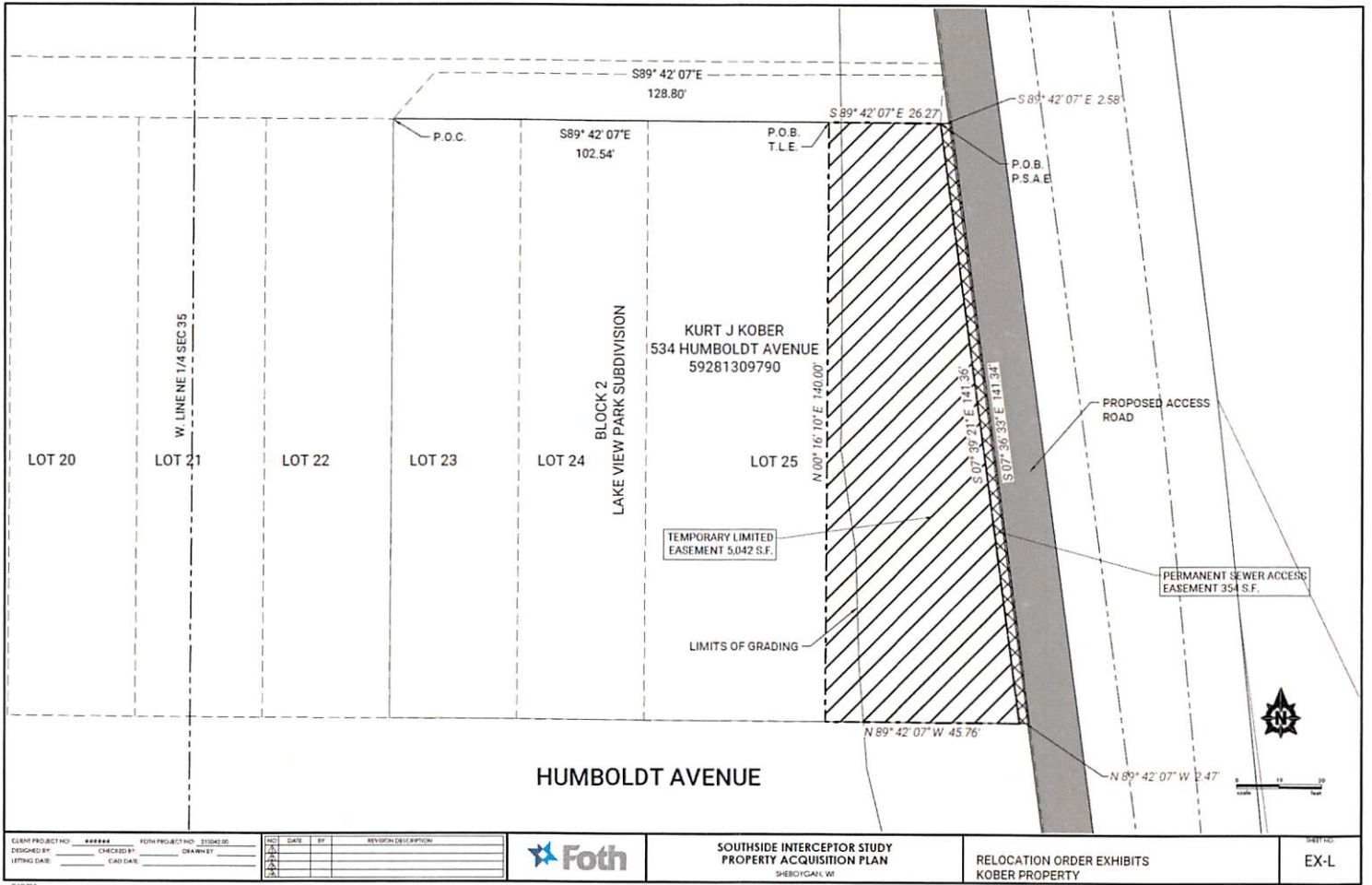
Commencing at the Northwest corner of Lot 16, Block 3, Lake View Park Subdivision; Thence South 89° 42' 07" East 139.52 feet along the North line of said Lot 16, Lot 17, Lot 18, Lot 19 and Lot 20 to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 37.71 feet along North line of said Lot 20 and Lot 21, to the Northeast of said Lot 21, Block 3; Thence South 08°44'58" East along the East line of Block 3 a distance of 144.80 feet to the Southeast corner of Lot 21, Block 3, said point being on the North right of way line of Polk Court; Thence North 89°42'07" West along said right of way line 46.85 feet; Thence North 05°08'57" West 143.65 feet to the point of beginning of lands being described.

Containing 6,046 Square feet (0.139 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 528 Polk Court  
Tax Key No. 59281309880



**Proposed Permanent sewer easement (Kober property)**

Land being a part of Lots 23, 24 and 25, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 23, Block 2, Lake View Park Subdivision; Thence South 89° 42' 07" East 128.80 feet along the North line of said Lot 23, Lot 24 and Lot 25 to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 2.58 feet along North line of said Lot 25, to the Northeast of said Lot 25, Block 2; Thence South 07°36'33" East along the East line of Block 2 a distance of 141.34 feet to the Southeast corner of said Lot 25, said point being on the North right of way line of Humboldt Avenue; Thence North 89°42'07" West along said North right of way line 2.47 feet; Thence North 07°39'21" West 141.36 feet to the point of beginning of lands being described.

Containing 354 Square feet (0.008 Ac.) of land more or less.

**Proposed Temporary limited easement (Kober property)**

Land being a part of Lots 23, 24 and 25, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 23, Block 2, Lake View Park Subdivision; Thence South 89° 42' 07" East 102.54 feet along the North line of said Lot 23, Lot 24 and Lot 25 to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 26.27 feet along the North line of said Lot 25; Thence South 07°39'21" East 141.36 feet to the South line of Lot 25, Block 2, said point being on the North right of way line of Humboldt Avenue; Thence North 89°42'07" West along the North line of said right of way line 45.76 feet; Thence North 00°16'10" East 140.00 feet to the point of beginning of lands being described.

Containing 5,042 Square feet (0.116 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 534 Humboldt Avenue  
Tax Key No. 59281309790





**Proposed Permanent sewer access easement (Smith property)**

Land being a part of Lots 15, 16 and 17, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Southwest corner of Lot 17, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 276.85 feet along the said South line of to the point of beginning of the lands being described; Thence North 07°39'21" West 75.73 feet to the North line of parcel described in Doc. No. 1968327; Thence South 89°42'07" East 2.66 feet along the North line of said parcel, to the Northeast corner of parcel described in Doc. No. 1968327; Thence South 07°36'33" East 75.72 feet along the East line of said parcel to the Southeast corner of Lot 17, Block 2; Thence North 89°42'07" West 2.60 feet to the point of beginning of lands being described.

Containing 197 Square feet (0.005 Ac.) of land more or less.

**Proposed Temporary limited easement (Smith property)**

Land being a part of Lots 15, 16 and 17, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Southwest corner of Lot 17, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 253.20 feet along the said South line of to the point of beginning of the lands being described; Thence North 05°57'08" West 75.45 feet to the North line of parcel described in Doc. No. 1968327; Thence South 89°42'07" East 21.38 feet along said North line; Thence South 07°39'21" East 75.73 feet to the South line of Lot 17, Block 2; Thence North 89°42'07" West 23.64 feet to the point of beginning of lands being described.

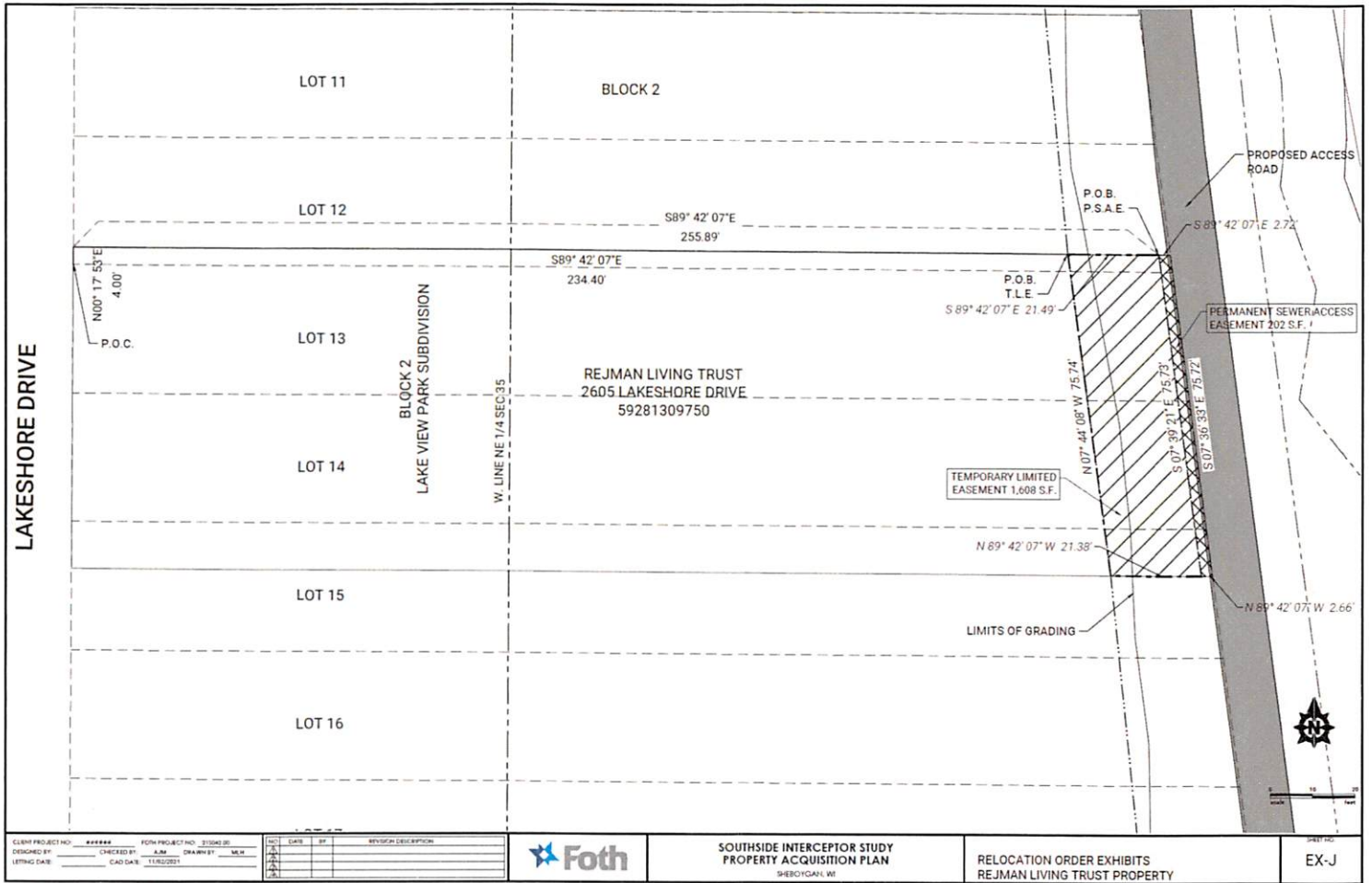
Containing 1,688 Square feet (0.039 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2611 Lakeshore Drive  
Tax Key No. 59281309751





**Proposed Permanent sewer access easement (Rejman Living Trust property)**

Land being a part of Lots 12, 13, 14 and 15, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 13, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence North 00°17'53" East 4.00 feet along the said right of way line to the Northwest corner of parcel described in Doc. No. 2013413; Thence South 89° 42' 07" East 255.89 feet along the North line of said parcel to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 2.72 feet along said North line to the Northeast of corner of said parcel; Thence South 07°36'33" East along the East line of Block 2 a distance of 75.72 feet to the Southeast corner of parcel described in Doc. No. 2013413; Thence North 89°42'07" West along the South line of said parcel 2.66 feet; Thence North 07°39'21" West 75.73 feet to the point of beginning of lands being described.

Containing 202 Square feet (0.005 Ac.) of land more or less.

**Proposed Temporary limited easement (Rejman Living Trust property)**

Land being a part of Lots 12, 13, 14 and 15, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

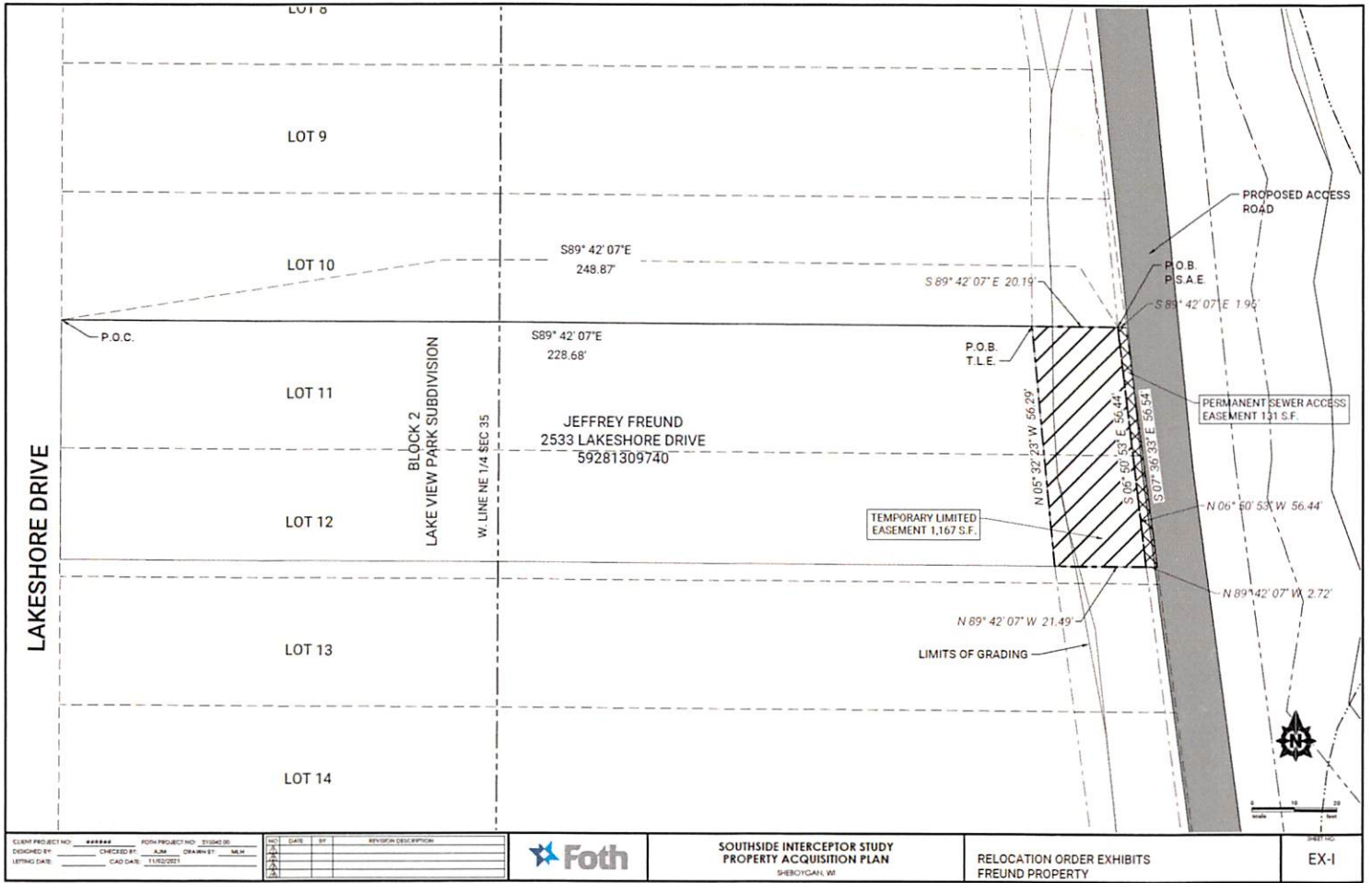
Commencing at the Northwest corner of Lot 13, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence North 00°17'53" East 4.00 feet along the said right of way line to the Northwest corner of parcel described in Doc. No. 2013413; Thence South 89° 42' 07" East 234.40 feet along the North line of said parcel to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 21.49 feet along said North line; Thence South 07°39'21" East 75.73 feet to the South line of parcel described in Doc. No. 2013413; Thence North 89°42'07" West along the South line of said parcel 21.38 feet; Thence North 07°44'08" West 75.74 feet to the point of beginning of lands being described.

Containing 1,608 Square feet (0.037 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2605 Lakeshore Drive  
Tax Key No. 59281309750





**Proposed Permanent sewer access easement (Freund property)**

Land being a part of Lots 11 and 12, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 11, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 248.87 feet along the North line of said Lot 11 to the point of beginning of the lands being described; Thence continuing South 89°42'07" East 1.96 feet along North line of said Lot 11, to the Northeast corner of said Lot 11; Thence South 07°36'33" East along the East line of Block 2 a distance of 56.54 feet to the Southeast corner of property described in Doc. No. 2109715; Thence North 89°42'07" West along the South line of said property 2.72 feet; Thence North 06°50'53" West 56.44 feet to the point of beginning of lands being described.

Containing 131 Square feet (0.003 Ac.) of land more or less.

**Proposed Temporary limited easement (Freund property)**

Land being a part of Lots 11 and 12, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 11, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 228.68 feet along the North line of said Lot 11 to the point of beginning of the lands being described; Thence continuing South 89° 42' 07" East 20.19 feet along North line of said Lot 11; Thence South 06° 50' 53" East 56.44 feet to the South line of property described in Doc. No. 2109715; Thence North 89°42'07" West along the South line of said property 21.49 feet; Thence North 05° 32' 23" West 56.29 feet to the point of beginning of lands being described.

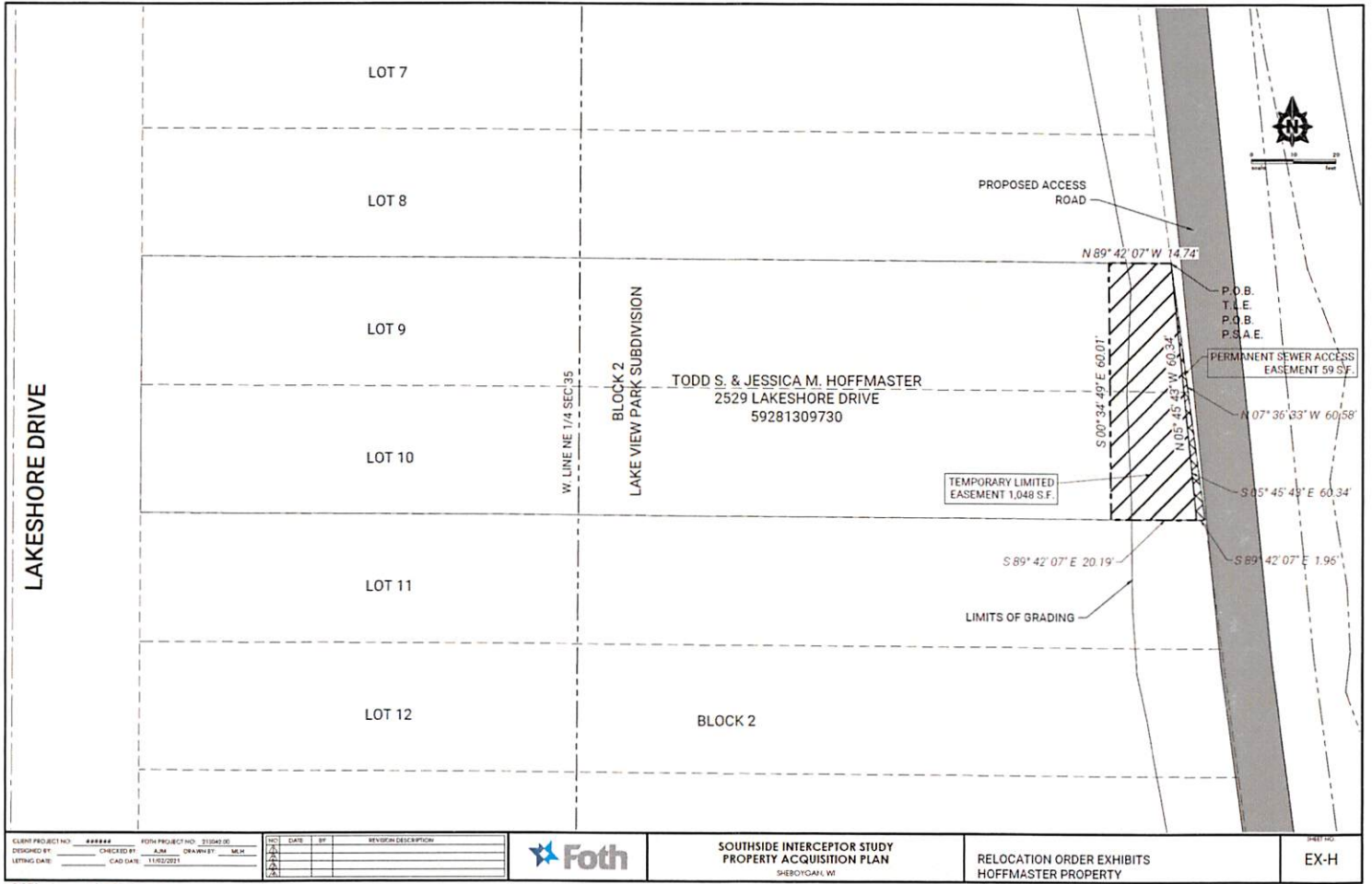
Containing 1,167 Square feet (0.027 Ac.) of land more or less.

Date: 12/23/2021

Andrew Miazga (S-2826)

Address: 2533 Lakeshore Drive  
Tax Key No. 59281309740





**Proposed Permanent sewer access easement (Hoffmaster property)**

Land being a part of Lots 9 and 10, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Beginning at the Northeast corner of Lot 9, Block 2, Lake View Park Subdivision; Thence South 05°45'43" East 60.34 feet to the South line of Lot 10; Thence South 89°42'07" East along said South line 1.96 feet, to the Southeast corner of said Lot 10; Thence North 07°36'33" West 60.58 feet along the East line of Block 2 to the point of beginning of lands being described.

Containing 59 Square feet (0.001 Ac.) of land more or less.

**Proposed Temporary limited easement (Hoffmaster property)**

Land being a part of Lots 9 and 10, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

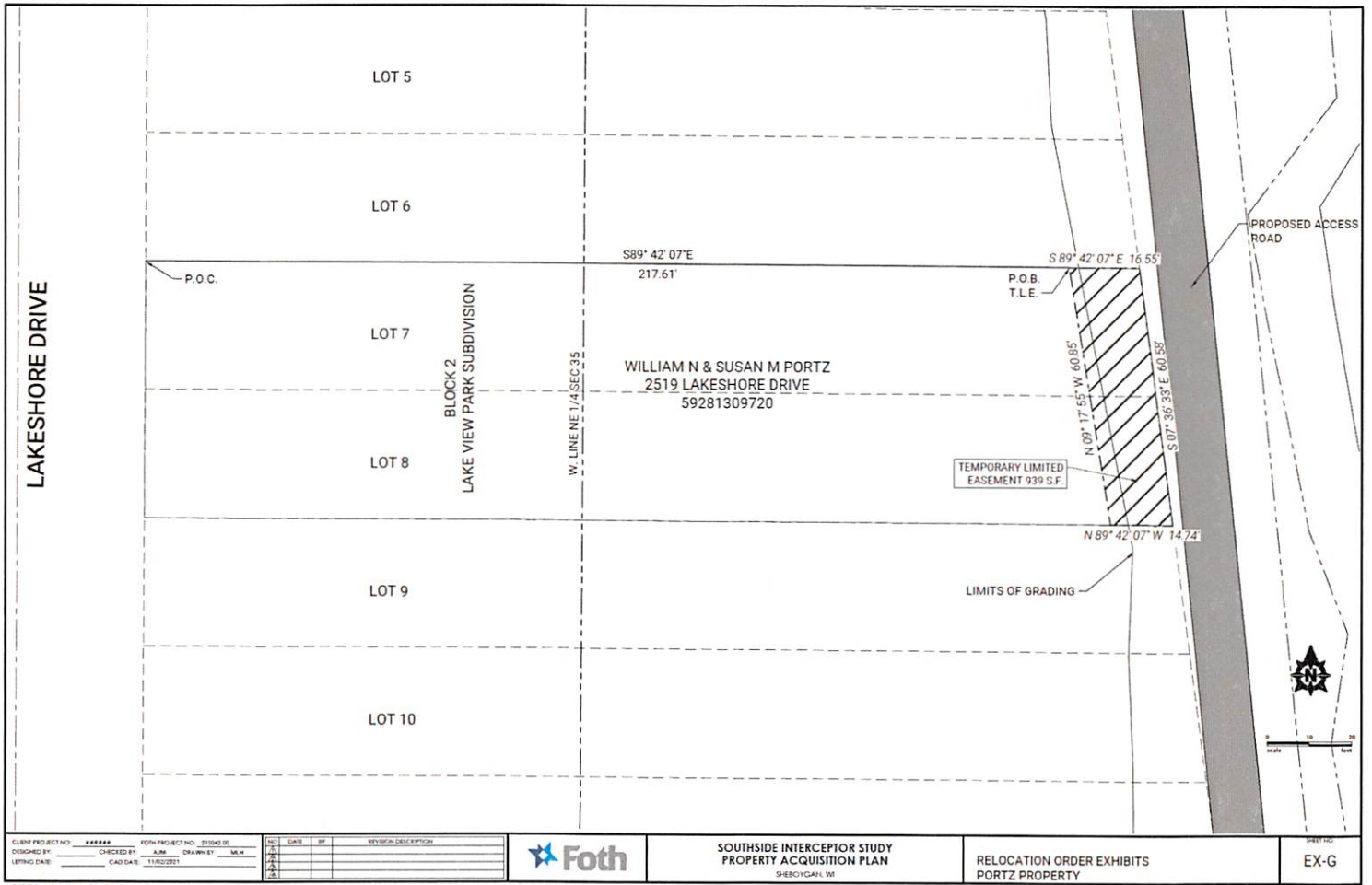
Beginning at the Northeast corner of Lot 9, Block 2, Lake View Park Subdivision; Thence North 89°42'07" West 14.74 feet along the North line of said Lot 9; Thence South 00°34'49" East 60.01 feet to the South line of Lot 10; Thence South 89°42'07" East along said South line 20.19 feet; Thence North 05°45'43" West 60.34 feet to the point of beginning of lands being described.

Containing 1,048 Square feet (0.024 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2529 Lakeshore Drive  
Tax Key No. 59281309730



**Proposed Temporary limited easement (Portz property)**

Land being a part of Lots 7 and 8, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 7, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South  $89^{\circ} 42' 07''$  East 217.61 feet along the North line of said Lot 7 to the point of beginning of the lands being described; Thence continuing South  $89^{\circ} 42' 07''$  East along said North line 16.55 feet, to the Northeast corner of said Lot 7; Thence South  $07^{\circ} 36' 33''$  East along the East line of Block 2 a distance of 60.58 feet to the Southeast corner of said Lot 8; Thence North  $89^{\circ} 42' 07''$  West along the South line of said Lot 8 a distance of 14.74 feet; Thence North  $09^{\circ} 17' 55''$  West 60.85 feet to the point of beginning of lands being described.

Containing 939 Square feet (0.022 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2519 Lakeshore Drive  
Tax Key No. 59281309720





**Proposed Temporary limited easement (Burg property)**

Land being a part of Lots 5 and 6, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

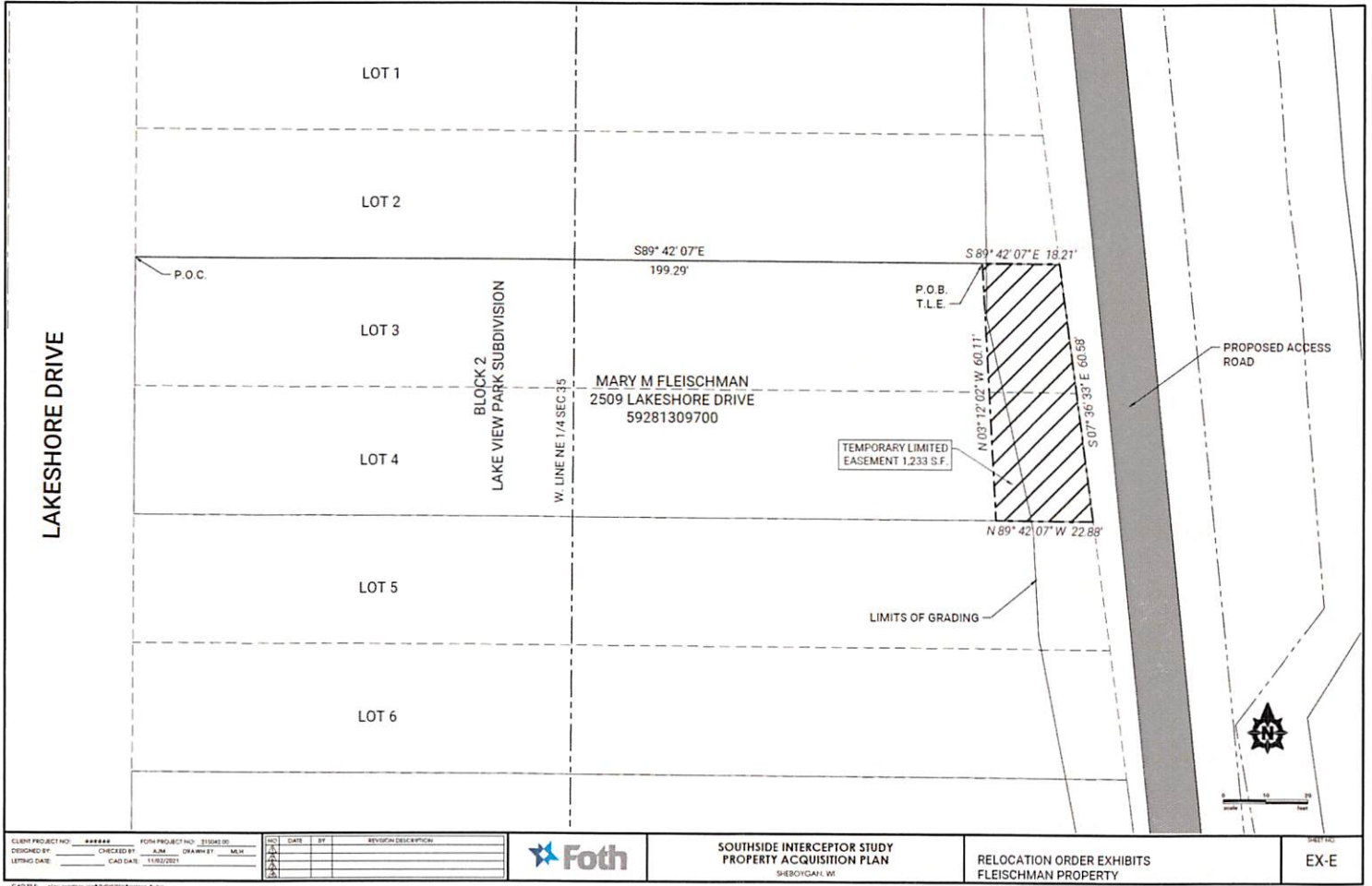
Commencing at the Northwest corner of Lot 5, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South 89° 42' 07" East 202.96 feet along North line of said Lot 5 to point of beginning of lands being described; Thence South 89° 42' 07" East 22.88 feet along North line of said Lot 5; Thence South 07° 36' 33" East along East line of Block 2 a distance of 60.58 feet to the Southeast corner of said Lot 6; Thence North 89° 42' 07" West along said South line of Lot 6 a distance of 16.55 feet; Thence North 13° 25' 50" West 61.76 feet to point of beginning of the lands being described.

Containing 1,183 Square feet (0.027 Ac.) of land more or less.

Date: 12/23/2021

Andrew Miazga (S-2826)

Address: 2515 Lakeshore Drive  
Tax Key No. 59281309710



**Proposed Temporary limited easement (Fleischman property)**

Land being a part of Lots 3 and 4, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 3, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South  $89^{\circ} 42' 07''$  East 199.29 feet along the North line of said Lot 3 to the point of beginning of the lands being described; Thence continuing South  $89^{\circ} 42' 07''$  East 18.21 feet along said North line to the Northeast corner of said Lot 3; Thence South  $07^{\circ} 36' 33''$  East along the East line of Block 2 a distance of 60.58 feet to the Southeast corner of said Lot 4; Thence North  $89^{\circ} 42' 07''$  West along the South line of Lot 4 Block 2 a distance of 22.88 feet; Thence North  $03^{\circ} 12' 02''$  West 60.11 feet to the point of beginning of lands being described.

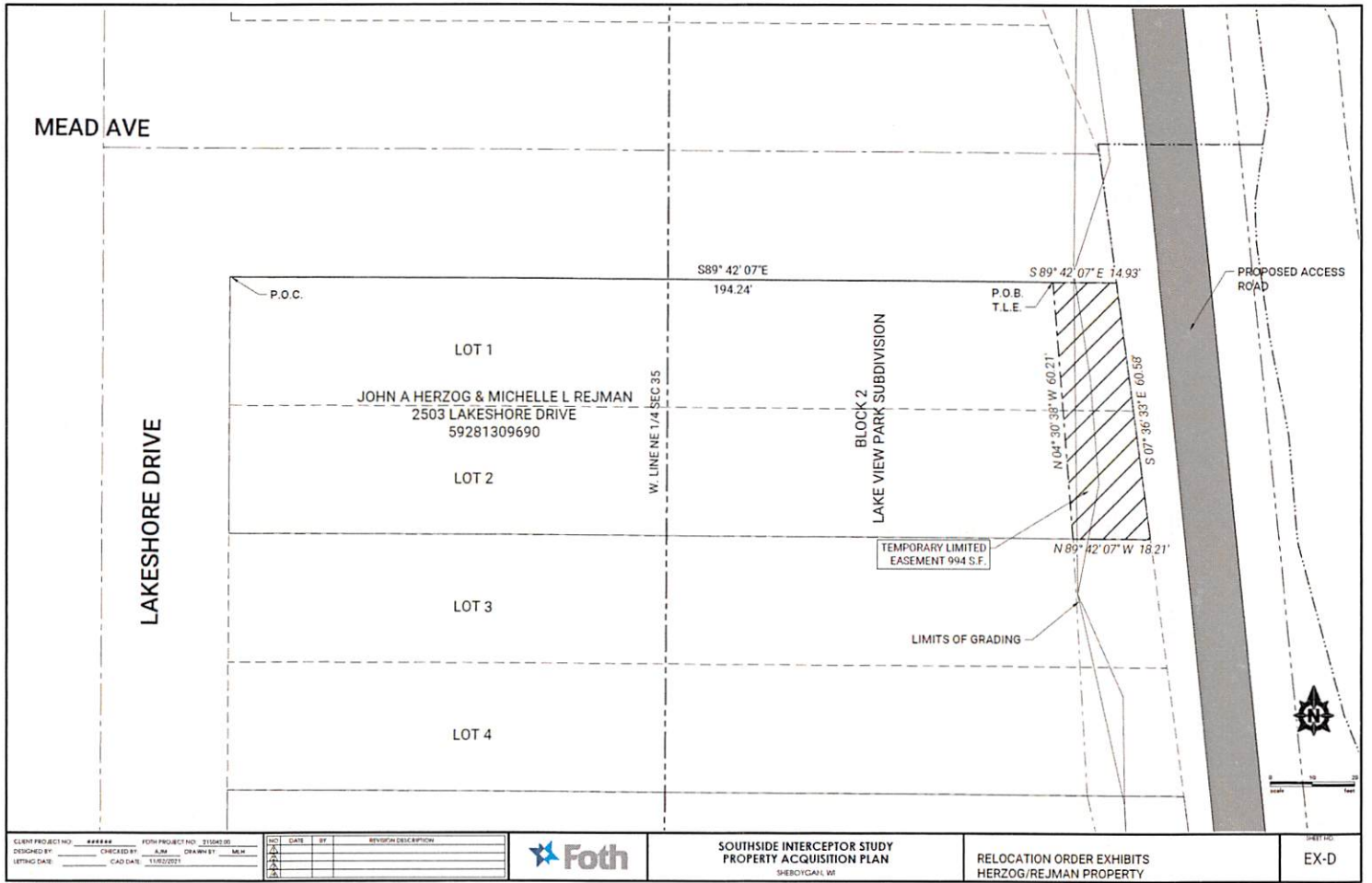
Containing 1,233 Square feet (0.028 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2509 Lakeshore Drive  
Tax Key No. 59281309700





**Proposed Temporary limited easement (Herzog/Rejman property)**

Land being a part of Lots 1 and 2, Block 2, Lake View Park Subdivision, being part of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

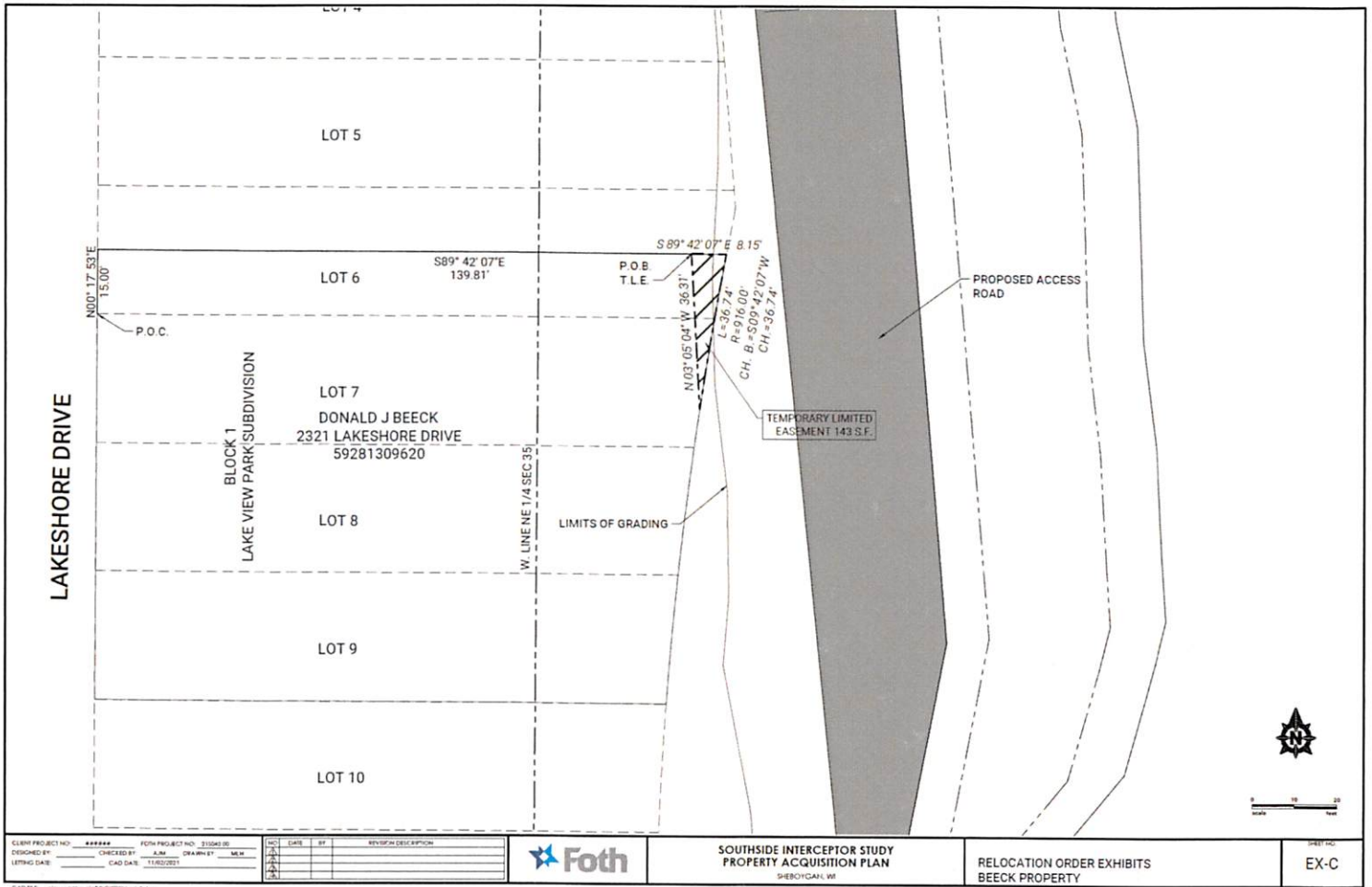
Commencing at the Northwest corner of Lot 1, Block 2, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South  $89^{\circ} 42' 07''$  East 194.24 feet along the North line of said Lot 1 to the point of beginning of the lands being described; Thence continuing South  $89^{\circ} 42' 07''$  East 14.93 feet along said North line to the Northeast corner of said Lot 1; Thence South  $07^{\circ} 36' 33''$  East along the East line of Block 2, a distance of 60.58 feet to the Southeast corner of said Lot 2; Thence North  $89^{\circ} 42' 07''$  West along the South line of said Lot 2, a distance of 18.21 feet; Thence North  $04^{\circ} 30' 38''$  West 60.21 feet to the point of beginning of lands being described.

Containing 994 Square feet (0.023 Ac.) of land more or less.

Date: 12/23/2021

Andrew Miazga (S-2826)

Address: 2503 Lakeshore Drive  
Tax Key No. 59281309690



CLIENT PROJECT NO. *****	FOTH PROJECT NO. 21004526	DATE 11/02/2021	BY MCM	REVISION DESCRIPTION
DRAWN BY	CHECKED BY	DATE	BY	REVISION DESCRIPTION
DATE	DATE	DATE	DATE	DATE
DATE	DATE	DATE	DATE	DATE
DATE	DATE	DATE	DATE	DATE

	<b>SOUTHSIDE INTERCEPTOR STUDY</b> <b>PROPERTY ACQUISITION PLAN</b> SHEROYCAH, WA	<b>RELOCATION ORDER EXHIBITS</b> <b>BEECK PROPERTY</b>	<b>EX-C</b>
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**Proposed Temporary limited easement (Beeck property)**

Land being a part of Lots 6 and 7, Block 1, Lake View Park Subdivision, Being a part of the the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Southwest corner of Lot 6, Block 1, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence North 00° 17' 53" East along said East right of way line of Lakeshore Drive 15.00 feet, to the Northwest corner of property described in Doc. No. 1090128; Thence South 89° 42' 07" East 139.81 feet along the North line of said property to the point of beginning of the lands being described; Thence continuing South 89°42'07" East along said North line 8.15 feet to the North East corner of property described in Doc. No. 1090128; Thence Southerly 36.74 feet along East line of said parcel and the arc of curve bearing to the left, having chord bearing and distance of South 09° 42' 07" West, 36.74 feet, and a radius of 916.00 feet ; Thence North 03°05'04" West 36.31 feet to the point of beginning of lands being described.

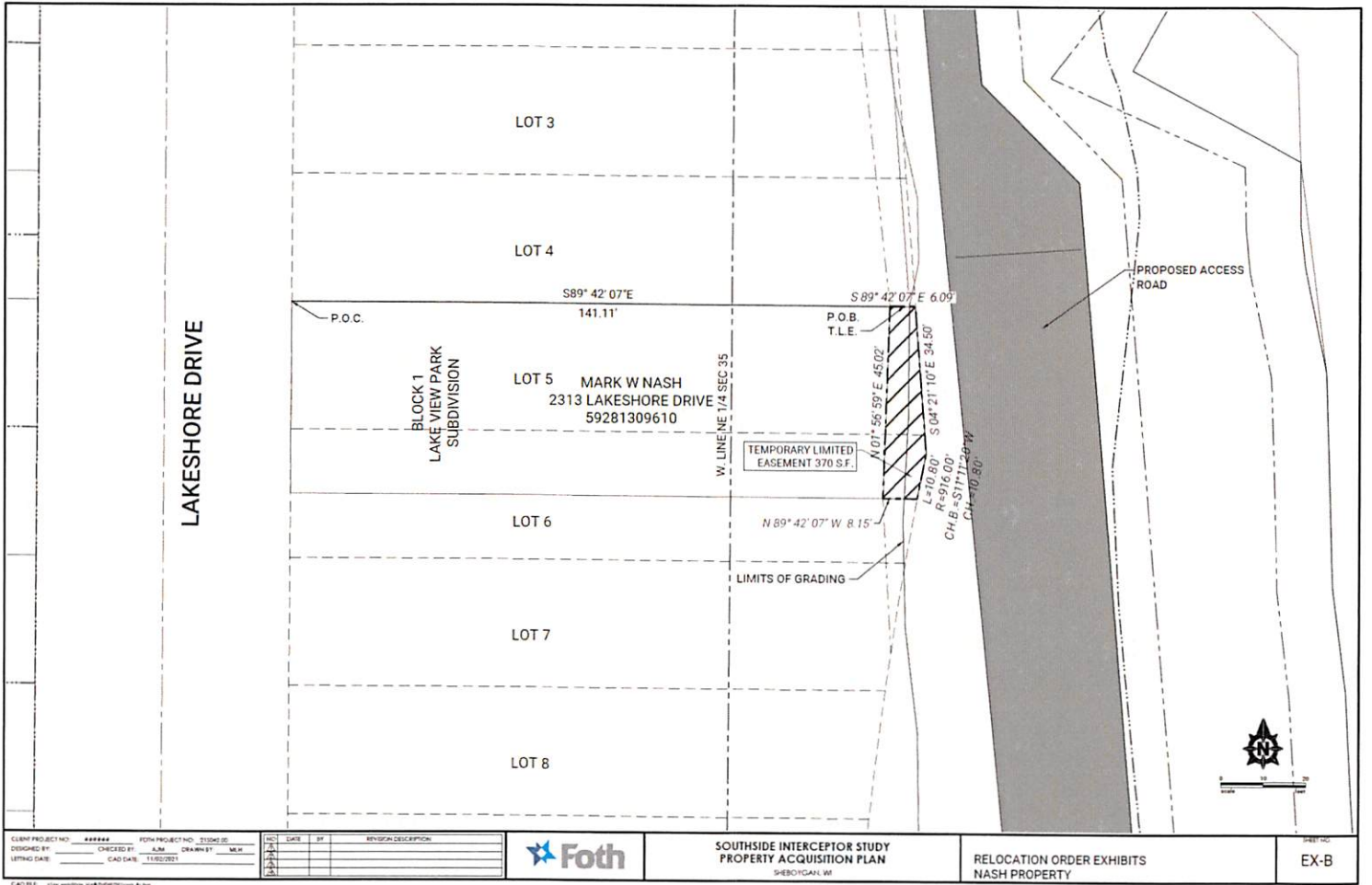
Containing 143 Square feet (0.003 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2321 Lakeshore Drive  
Tax Key No. 59281309620





**Proposed Temporary limited easement (Nash property)**

Land being a part of Lots 5 and 6, Block 1, Lake View Park Subdivision, being part of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

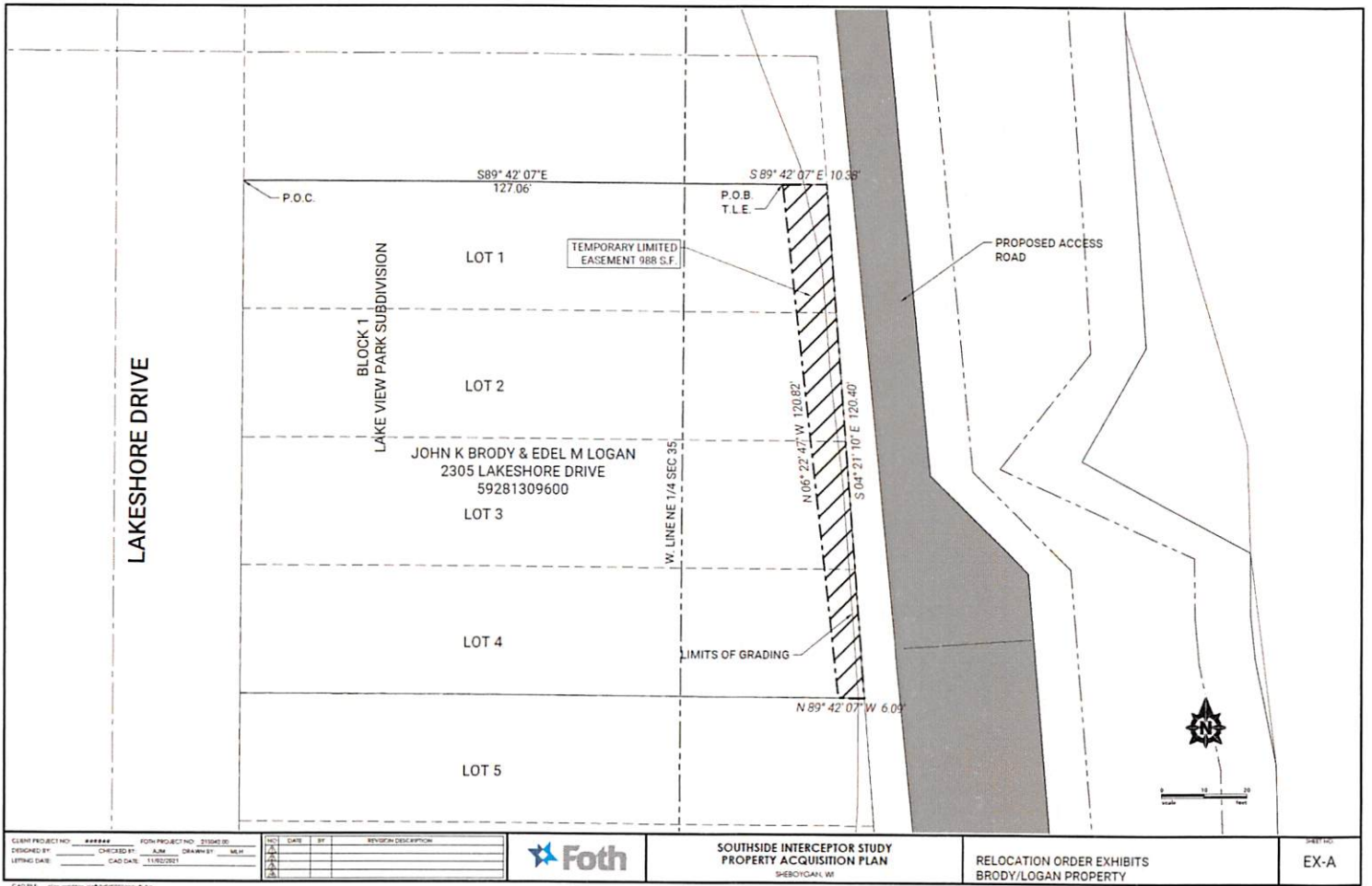
Commencing at the Northwest corner of Lot 5, Block 1, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South  $89^{\circ} 42' 07''$  East 141.11 feet along the North line of said Lot 5 to the point of beginning of the lands being described; Thence continuing South  $89^{\circ} 42' 07''$  East along said North line of 6.09 feet, to the North East corner of said Lot 5; Thence South  $04^{\circ} 21' 10''$  East 34.50 feet along the East line of Block 1; Thence Southerly 10.80 feet along the East line of parcel described in Doc. No. 1832630 and the arc of curve bearing to the left, having chord bearing and distance of South  $11^{\circ} 11' 20''$  West, 10.80 feet, and a radius of 916.00 feet; Thence North  $89^{\circ} 42' 07''$  West 8.15 feet along the South line of said parcel; Thence North  $01^{\circ} 56' 59''$  East 45.02 feet to the point of beginning of lands being described.

Containing 370 Square feet (0.008 Ac.) of land more or less.

Date: 12/23/2021

Andrew Miazga (S-2826)

Address: 2313 Lakeshore Drive  
Tax Key No. 59281309610



**Proposed Temporary limited easement (Brody/Logan property)**

Land being a part of Lots 1, 2, 3 and 4, Block 1, Lake View Park Subdivision, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northwest corner of Lot 1, Block 1, Lake View Park Subdivision, said point being on the East right of way line of Lakeshore Drive; Thence South  $89^{\circ} 42' 07''$  East 127.06 feet along the North line of said Lot 1 to the point of beginning of the lands being described; Thence continuing South  $89^{\circ} 42' 07''$  East along said North line 10.38 feet, to the Northeast corner of said Lot 1; Thence South  $04^{\circ} 21' 10''$  East 120.40 feet on the East line of Block 1 to the Southeast corner of Lot 4; Thence North  $89^{\circ} 42' 07''$  West 6.09 feet along South line of said Lot 4; Thence North  $06^{\circ} 22' 47''$  West 120.82 feet to the point of beginning of lands being described.

Containing 988 Square feet (0.023 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 2305 Lakeshore Drive  
Tax Key No. 59281309600





**Proposed Temporary limited easement (Burkard property)**

Land being a part of Lot 2, Block 14, in South Side Land Company's Addition, Being a part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Commencing at the Northeast corner of Lot 1, Block 14, South Side Land Company's Addition, said point being on the South right of way line of Clara Avenue; Thence South 00° 09' 41" West along the East property line of said Lot 1 a distance of 99.87 feet to the South line of said Lot2; Thence South 89° 31' 03" West along said South line 131.20 feet to the point of beginning of the land hereinafter described; Thence North 00°28'57" West 15.00 feet; Thence South 89° 31' 03" West, 30.00 feet; Thence South 00°28'57" East 15.00 feet; Thence North 89°31'03" East 30.00 feet to the point of beginning of lands being described.

Containing 450 Square feet (0.01 Ac.) of land more or less.

Date: 11/04/2021

Andrew Miazga (S-2826)

Address: 607 Clara Ave  
Tax Key No. 59281319015

## CITY OF SHEBOYGAN

## REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

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

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

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**REPORT DATE:** February 8, 2022

**MEETING DATE:** February 15, 2022

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**FISCAL SUMMARY:**

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

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**STATUTORY REFERENCE:**

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

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

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

**ACTION REQUESTED:** Motion to recommend the Common Council to adopt Res No. 136-21-22 executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.

**ATTACHMENTS:**

- I. Res. No. 136-21-22
- II. Lease Agreement

III

Res. No. 136 - 21 - 22. By Alderpersons Dekker and Perrella.  
February 7, 2022.

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

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2022 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the City of Sheboygan.

AD

\_\_\_\_\_  
\_\_\_\_\_

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

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

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



LEASE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

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

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

59281470988 S 1/2 OF S.W. S.W., Sec. 10

59281470989 S 1/2 of S.E. S.W., Sec. 10

59281472509 W 1/2 of N.W. S.E., Sec. 10

59281472510 N 1/2 of W 1/2 of S.W. S.E., Sec. 10

59281-470988/470989/  
472509 & 472510  
Parcel Ident. No.

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

2. That the term of this lease shall be for the period from January 1, 2022 through December 31, 2022.

3. That the total rental rate for this parcel of land for 2022 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

**LESSEE**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF SHEBOYGAN (LESSOR)**

**BY:** \_\_\_\_\_  
Ryan Sorenson  
Mayor

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

Examined and Approved as to  
Form and Execution this \_\_\_\_  
day of \_\_\_\_\_, 2022.

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

This document is authorized by and in accordance with Res. No.  
\_\_\_\_-21-22.