



PUBLIC WORKS COMMITTEE AGENDA

November 10, 2025 at 4:30 PM

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

Notice that the Public Works Committee will meet at 4:30 p.m.

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

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 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

To view the meeting:

Microsoft Teams

Meeting ID: 299 684 134 356 17

Passcode: 7rM6RL6Q

OPENING OF MEETING

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**
Public Works Committee Meeting held on October 27, 2025
5. **Public Comment**
Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Gen. Ord. No. 29-25-26 by Alderpersons Dekker and Rust amending Sections 54-397; 54-398; and 54-399 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.
7. Res. No. 122-25-26 by Alderpersons Dekker and Rust vacating a 1034.86 square foot portion of right-of-way on the south side of North Franklin Street adjacent to Parcel No. 59281111200 located in part of Lots 15, 16, and 17, Block 313 of Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

- [8.](#) Res. No. 124-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to take such steps as are necessary to release a utility easement at Parcel No. 59281007701 to support site redevelopment.
- [9.](#) Res. No. 125-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a Lease Agreement with Sheboygan County Conservation Association regarding the operation of a pheasant farm on Maywood Park land.
- [10.](#) Res. No. 127-25-26 by Alderpersons Dekker and Rust authorizing the purchase of eleven (11) trucks from Enterprise Fleet Management and the signing of all required documents associated with the purchase.

TENTATIVE DATE OF NEXT REGULAR MEETING

11. Next Regular Meeting Date: November 24, 2025

ADJOURN MEETING

12. 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, October 27, 2025

OPENING OF MEETING

1. Call to Order

The meeting was called to order at 6:21 PM

2. Roll Call

Alders present: Chair Dekker, Vice Chair Rust, Belanger, Menzer, Boorse - 5

3. Pledge of Allegiance

4. Approval of Minutes

Public Works Committee Meeting held on October 13, 2025

MOTION TO APPROVE MINUTES FROM OCTOBER 13, 2025

Motion made by Belanger, Seconded by Boorse.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

5. Public Comment

Bryan Kelly spoke.

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Gen. Ord. No. 21-25-26 by Alderspersons Dekker and Rust creating two (2) no parking zones on North Commerce Street.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

Motion made by Belanger, Seconded by Rust.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

7. Gen. Ord. No. 22-25-26 by Alderspersons Dekker and Rust creating two (2) no parking zones on Pennsylvania Avenue.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

Motion made by Belanger, Seconded by Rust.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

8. Gen. Ord. No. 23-25-26 by Alderspersons Dekker and Rust placing stop signs related to the relocation of North Commerce Street.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

Motion made by Belanger, Seconded by Rust.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

9. Gen. Ord. No. 26-25-26 by Alderpersons Dekker and Rust amending Section 48-96 of the Sheboygan Municipal Code regarding temporary obstructions.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

Motion made by Belanger, Seconded by Rust.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

10. Res. No. 111-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute an underground Electric and Communication Easement to Alliant Energy at Parcel Nos. 59281206682 and 59281206683 located south of the Police Station.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Belanger, Seconded by Rust.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

11. Res. No. 112-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to sign necessary documents to effectuate a land transfer with Sheboygan County.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Belanger, Seconded by Menzer.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

12. Res. No. 113-25-26 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a Caterpillar 275 Compact Tracked Loader for the Motor Vehicle Division of the Department of Public Works.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Rust, Seconded by Belanger.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

13. Res. No. 114-25-26 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a Volvo DD25B Tandem Vibratory Compactor for the Motor Vehicle Division of the Department of Public Works.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Belanger, Seconded by Rust.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

14. Res. No. 115-25-26 by Alderpersons Dekker and Rust accepting a donation from The Optimist Club of Sheboygan to support the installation of new playground equipment and sidewalk border at Optimist Park and authorizing the Finance Director to amend the 2025 budget for associated expenses.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Belanger, Seconded by Rust.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

TENTATIVE DATE OF NEXT REGULAR MEETING

15. Next Regular Meeting Date: November 10, 2025

ADJOURN MEETING

16. Motion to adjourn

MOTION TO ADJOURN AT 6:36 PM

Motion made by Belanger, Seconded by Menzer.

Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5



AGENDA ITEM MEMORANDUM

DATE: 10/31/2025

TO: Public Works Committee

FROM: Jordan Skiff, Wastewater Superintendent

SUBJECT: Ordinance 29-25-26 – An Ordinance amending Sections 54-397; 54-398; and 54-399 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

ISSUE

Should the Public Works Committee recommend approval of proposed 2026 sewer rates for Sheboygan and outside contributors?

STAFF RECOMMENDATION

Staff recommends approval.

BACKGROUND/DISCUSSION

At the November 10th Public Works Committee and November 17th Common Council meetings, I am requesting approval of 2026 service charges for wastewater treatment. Rates are reviewed each autumn, considering expenses from the past year, the volume and characteristics of wastewater we treated this year, and budget elements for the following year. Adopting the 2026 rates involves an ordinance amendment, necessitating Council approval. The proposed 2026 rates reflect a **6% increase** in charges for an average residential customer.

The table below breaks down various categories of charges and shows volume rates for City ratepayers and those of our satellite communities, and surcharges for customers whose wastewater is higher than domestic waste levels (i.e. that found in a typical household) for biological oxygen demand (BOD), phosphorus, nitrogen, and suspended solids. Average annual increases range from 0% to 6.1%.

Category	2022	2023	2024	2025	2026 (Proposed)
Fixed Charge (per month)	\$15.33	\$16.67	\$17.33	\$19.00	\$20.83
City Volume (per 100 ft ³)	\$ 2.16	\$ 2.16	\$ 2.16	\$ 2.27	\$ 2.34
Contrib. Volume (per 100 ft ³)	\$ 0.44	\$ 0.51	\$ 0.51	\$ 0.54	\$ 0.58
BOD (per pound)	\$0.398	\$0.344	\$0.344	\$0.3613	\$0.3721
Susp. Solids (per pound)	\$0.195	\$0.203	\$0.203	\$0.2130	\$0.2194
Phosphorus (per pound)	\$5.024	\$4.847	\$5.148	\$5.3538	\$5.5144

FUNDING IMPACT

These rates are projected to cover Sheboygan's wastewater expenses for 2026. Wastewater expenses include the wastewater treatment plant and the sewer collection system with proportionate charges to City residents, haulers and satellite communities. Expenses include operation & maintenance (O&M) expenses, as well as capital projects and debt service as appropriate.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

IF APPROVED, NEXT STEPS

We have provided an update on these proposed rates to septic haulers and the satellite communities we serve, including the Village of Kohler, the City of Sheboygan Falls, and the Towns of Wilson and Sheboygan. Once the 2026 rates are approved, the Water Utility and Finance will incorporate them into City and contributor 2026 bills, respectively.

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 29-25-26**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 10, 2025.

AN ORDINANCE amending Sections 54-397; 54-398; and 54-399 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

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

SECTION 1: **AMENDMENT** “Sec 54-397, Categories of Users; Amounts; Reassignment” of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

Sec 54-397 Categories of Users; Amounts; Reassignment

(a) *Category A.* Category A users of the city wastewater treatment system shall be subject to the following:

1. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Category A means normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 186 mg/L, suspended solids no greater than 468 mg/L, and total phosphates no greater than 7.70 mg/L.

2. *Amount.* The sewer service charge for Category A wastewater is as follows:

- a. Fixed charge: ~~\$57.00 per quarter~~ **\$62.50 per quarter**.
- b. Volume charge: ~~\$2.27~~ **\$2.34** total charge per 100 cubic feet.

(b) *Category B.* Category B users of the city wastewater treatment system shall be subject to the following:

1. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Category B means wastewater having concentrations of biochemical oxygen demand greater than ~~227 mg/L~~ **233 mg/L**, suspended solids greater than ~~385 mg/L~~ **407 mg/L**, and phosphorous greater than ~~8.11 mg/L~~ **8.64 mg/L**. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than ~~227 mg/L~~ **233 mg/L** for BOD, ~~385 mg/L~~ **407 mg/L**, for suspended solids, and ~~8.11 mg/L~~ **8.64 mg/L** for phosphorous.

2. *Amount.* The sewer service charge for category B wastewater is as follows:
- Fixed charge: ~~\$57.00~~ \$62.50 per quarter.
 - If billing is on a monthly basis: ~~\$19.00~~ \$20.83 per month.
 - Volume charge: ~~\$2.27~~ \$2.34 per 100 cubic feet.
 - Surcharge, total (per pound):
 - BOD greater than ~~227 mg/L~~ 233 mg/L; ~~\$0.3613~~ \$0.3721.
 - Suspended solids greater than ~~385 mg/L~~ 407 mg/L; ~~\$0.2130~~ \$0.2194.
 - Phosphorous greater than ~~8.11 mg/L~~ 8.64 mg/L; ~~\$5.3538~~ \$5.5144.
3. *Computation.* The category B sewer service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	=	Charge to sewer user for collection and treatment of wastewater
F	=	Fixed charge per billing period
B	=	Concentration of BOD in mg/L in the wastewater
B ^R	=	Concentration of BOD in mg/L as defined for Category A users
S	=	Concentration of suspended solids in mg/L in the wastewater
S ^R	=	Concentration of suspended solids in mg/L as defined for Category A users
P	=	Concentration of phosphorus in mg/L in the wastewater
P ^R	=	Concentration of phosphorus in mg/L as defined for Category A users
V	=	Wastewater volume (per 100 cubic feet for Category B users; per 1,000 gallons for Category C users)
C ^V	=	Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1,000 gallons for Category C users)
C ^B	=	Cost per pound of BOD
C ^S	=	Cost per pound of suspended solids
C ^P	=	Cost per pound of phosphorus
	=	Conversion factor
0.006 24		

- (c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.
- (d) *Sampling requirement.* Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:
1. Samples collected shall be flow-proportional 24-hour composite samples.
 2. Sampling periods shall be two consecutive days during normal operation.
 3. Flow-weighted average may be used if data is presented.
 4. Samples shall be analyzed for BOD, suspended solids, and total phosphorus.
 5. Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.
 6. All data shall be submitted to the superintendent of the wastewater treatment plant.

SECTION 2: AMENDMENT “Sec 54-398 Categories of Users; Amounts; Reassignment For Other Municipalities” of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

Sec 54-398 Categories of Users. Amounts; Reassignment for Other Municipalities

Other municipal users shall be charged pursuant to the guidelines established under this section

Table 2

		Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2		Town of Wilson Sanitary District	
						No. 1	No. 2
Fixed Charge		None	None	None	None	None	None
Volume Charge:							
	Volume	\$0.648 \$0.693	\$0.648 \$0.693	\$0.648 \$0.693	\$0.648 \$0.693	\$0.648 \$0.693	\$0.648 \$0.693
	Debt Retirement	0.072 0.077	0.072 0.077	0.072 0.077	0.072 0.077	0.072 0.077	0.072 0.077
	Total volume charge, Per 1,000 gallons	0.720 0.770	0.720 0.770	0.720 0.770	0.720 0.770	0.720 0.770	0.720 0.770
Surcharges (per pound)							
	BOD	0.3613 0.3721	0.3613 0.3721	0.3613 0.3721	0.3613 0.3721	0.3613 0.3721	0.3613 0.3721
	Suspended Solids	0.2130 0.2194	0.2130 0.2194	0.2130 0.2194	0.2130 0.2194	0.2130 0.2194	0.2130 0.2194
	Phosphorus	5.3538 5.5144	5.3538 5.5144	5.3538 5.5144	5.3538 5.5144	5.3538 5.5144	5.3538 5.5144

SECTION 3: **AMENDMENT** “Sec 54-399 Charges for Disposal of Septic Tank Sludge, Holding Tank Sewerage, Or Hauled Wastewater” of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

Sec 54-399 Charges for Disposal of Septic Tank Sludge, Holding Tank Sewerage, Or Hauled Wastewater

Category C. Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

- (a) Septic tank sludge: ~~\$60.00~~ **\$60.00** per 1,000 gallons.
- (b) Holding tank sewerage: ~~\$15.00~~ **\$15.00** per 1,000 gallons.
- (c) Portable toilet disposal charge: ~~\$91.00~~ **\$91.00** per 1,000 gallons.
- (d) Other hauled wastewater:
 - 1) *Sampling and characterizations.* Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorus, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.
 - 2) *Amount.* The sewer service charge for other hauled wastewater is as follows:
 - a. Volume charge: ~~\$0.720~~ **\$0.770** per 1,000 gallons.
 - b. Surcharge, total (per pound):
 - 1. ~~\$0.3613~~ **\$0.3721** per pound of BOD.
 - 2. ~~\$0.2130~~ **\$0.2194** per pound of suspended solids.
 - 3. ~~\$5.3538~~ **\$5.5144** per pound of phosphorus.
 - 3) *Computation.* The other hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and subsections (c)(1) and (2) of this section or in accordance with this subsection.

$$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$$

See Table 1 section 54-397(b)(3) for definitions.

- a. Other hauled wastewater analysis data shall be applied to the formula set forth above.
- b. The discharge fee per 1,000 gallons shall be determined on the result of subsection (c)(3)a. of this section, multiplied by 1.25.

- c. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plan based on the frequency of the hauled wastewater and the needs of the wastewater treatment plan.

SECTION 4: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

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



AGENDA ITEM MEMORANDUM

DATE: 11/5/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 122-25-26 - A Resolution vacating a 1034.86 square foot portion of right-of-way on the south side of North Franklin Street adjacent to Parcel 59281111200 located in part of Lots 15, 16, and 17, Block 313 of Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

ISSUE

Should the Public Works Committee recommend vacating a portion of the City's right-of-way?

STAFF RECOMMENDATION

Staff recommends approval of the vacation.

BACKGROUND/DISCUSSION

Resolution 122-25-26 proposes vacating a portion of North Franklin Street. This proposal is similar to the request earlier this year to vacate a portion of the North 5th Street right-of-way at the request of the adjacent property owner.

Last year, the City was contacted to explore vacating a segment of Franklin Street right-of-way (R/W) adjoining 434 Pennsylvania Avenue. The R/W segment under review is unused R/W that serves no current roadway, pedestrian, or utility function near the intersection of North 5th Street and North Franklin Street. The resulting R/W width adjacent to this segment will be reduced to 57 feet. The R/W width east of this segment narrows to approximately 32', and therefore, any opportunities for future infrastructure expansions are limited.

Engineering and Public Works staff believe vacating this R/W will not compromise existing or planned transportation, sidewalk, or utility facilities. No alterations to pavement, curb, sidewalk, or underground mains are required for the vacation.

FUNDING IMPACT

There will be no funding impact.

IF APPROVED, NEXT STEPS:

Documents will be recorded with Sheboygan County to vacate the right-of-way.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 122-25-26**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 3, 2025.

A RESOLUTION vacating a 1034.86 square foot portion of right-of-way on the south side of North Franklin Street adjacent to Parcel 59281111200 located in part of Lots 15, 16, and 17, Block 313 of Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

WHEREAS, pursuant to Wis. Stat. § 66.1003(4), the Common Council of the City of Sheboygan (the “Common Council”) declares that the public interest requires vacation of a portion of right-of-way north of Parcel 59281111200 as set forth in the attached and incorporated Exhibit A; and

WHEREAS, the area to be vacated is described on page 2 of Exhibit A and is hereinafter referred to as (the “Discontinued Property”); and

WHEREAS, the vacation and discontinuance of the Discontinued Property will not result in a landlocked parcel of property; and

WHEREAS, this Resolution was first introduced before the Common Council on November 3, 2025 (the “Resolution Introduction Date”); and

WHEREAS, the hearing on the passage of this Resolution is not less than forty (40) days after the Resolution Introduction Date; and

WHEREAS, a Notice of Hearing was duly published in *The Sheboygan Press* on November 21, November 28, and December 5, 2025, a copy of said Notice was served more than thirty (30) days prior to the hearing on the passage of this Resolution in the manner prescribed by law on the owners of all of the frontage of the lots and lands abutting upon the Discontinued Property or a waiver of notice thereof was received; and

WHEREAS, a public hearing was held before the Common Council on December 15, 2025 at 6:00 p.m. in the Sheboygan City Hall Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin; and

WHEREAS, no written objection to said discontinuance and vacation as set forth in Wis. Stat. § 66.1003(4)(c) has been filed with the City Clerk / a written objection to said discontinuance and vacation was filed with the City Clerk as set forth in Wis. Stat. § 66.1003(4)(c), but at least two thirds (2/3) of the members of the Common Council have voted in favor of said discontinuance and vacation.

NOW, THEREFORE, BE IT RESOLVED: That the portion of roadway in the City and County of Sheboygan, State of Wisconsin, described on the attached and incorporated Exhibit A

is hereby vacated and discontinued under the provisions of Wis. Stat. § 66.1003(4).

BE IT FURTHER RESOLVED: That the Discontinued Property herein described shall merge with the property adjacent to it and shall thereafter be considered as one. (Detach from 92532361 and attach to 59281111200)

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to cause the recording of a certified copy hereof together with a map of such vacated right of way in the office of the Register of Deeds for Sheboygan County, Wisconsin.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

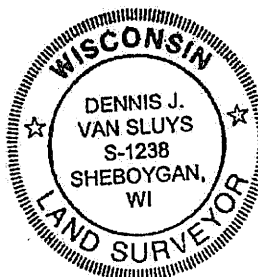
Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

D & H LAND SURVEYS LLC
 1628 GEORGIA AVENUE
 SHEBOYGAN, WISCONSIN
 SHEET 1 OF 2
 434 PENNSYLVANIA AVE
 PACEL NO. 59281111200
 PART OF LOTS 15, 16 AND 17 BLOCK 313
 OF ORIGINAL PLAT AND VACATED NORTH FRANKLIN ST.
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

SEE SHEET 2 FOR COMPLETE LEGAL DESCRIPTION

LINE	BEARING	DISTANCE
L1	S 88° 45'30" W	15.24
L2	N 02° 52'15" W	13.00
L3	S 35° 18'35" W	7.47
L4	S 01° 14'30" E	7.00

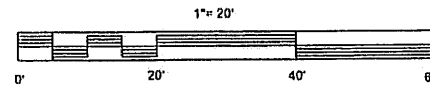
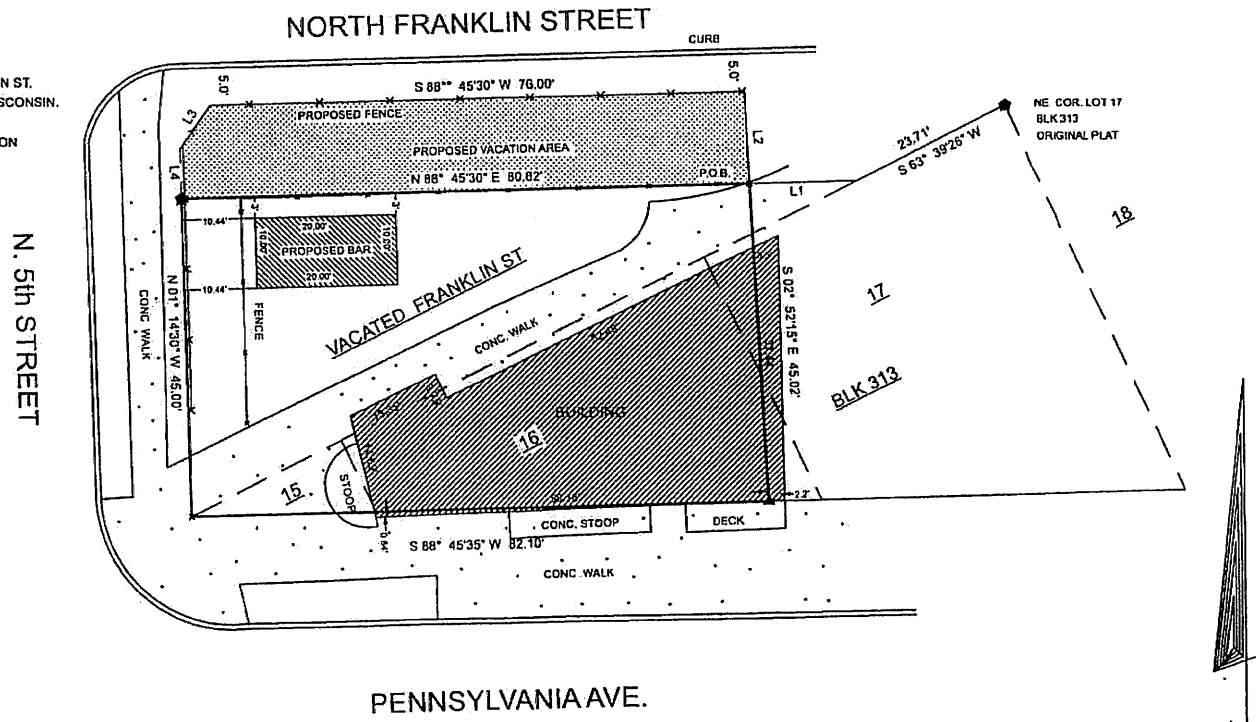


THIS IS AN ORIGINAL PRINT ON L1
 THIS IS TO BE KEPT IN THE RECORDS OF THE SURVEYOR
 IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Dennis J. Van Sluys
 Dennis J. Van Sluys S-1238

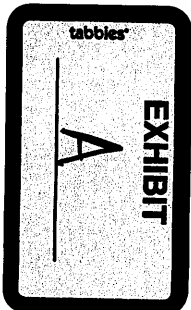
Dated this 13th day of April, 2022. REVISED 9/15/25

VACATION EXHIBIT



- ★ = IRON PIPE FOUND
- ▲ = SURVEY MARKER FD
- x = CHISELED CROSS

DATA/CSHEB/HARBOR L-22079



D & H LAND SURVEYS LLC
1628 GEORGIA AVENUE
SHEBOYGAN, WISCONSIN

SHEET 2 OF 2

VACATION EXHIBIT

LEGAL DESCRIPTION OF LOT

434 PENNSYLVANIA AVE.

PARCEL 5928111120

A PART OF LOTS 15, 16 AND 17 OF BLOCK 313 OF THE ORIGIANL PLAT
OF THE CITY OF SHEBOYGAN, SHEBOYGAN, COUNTY, WISCONSIN
AND PART OF VACATED NORTH FRANKLIN STREET DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 17;

THENCE S 63° 39'28" W., 23.71 FEET ALONG THE NORTH LINE OF SAID LOT 1;

THENCE S 88° 45'30" W., 15.24 FEET TO THE POINT OF BEGINNING;

THENCE S 02° 52'15" E., 45.02 FEET;

THENCE S 88° 45'35" W., 82.10 FEET ALONG THE NORTH LINE OF PENNSYLVANIA AVE.;

THENCE N 01° 14'30" W., 45.00 FEET ALONG THE EAST LINE OF N. 5TH STREET;

THENCE N 88° 45'30" E., 80.82 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF VACATION AREA

AT 434 PENNSYLVANIA AVE.

PARCEL 5928111120

A PART OF NORTH FRANKLIN STREET ADJACENT TO NORTH LINE OF LOT
IN THE CITY OF SHEBOYGAN, SHEBOYGAN, COUNTY, WISCONSIN

DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 17;

THENCE S 63° 39'28" W., 23.71 FEET ALONG THE NORTH LINE OF SAID LOT 1;

THENCE S 88° 45'30" W., 15.24 FEET TO THE POINT OF BEGINNING;

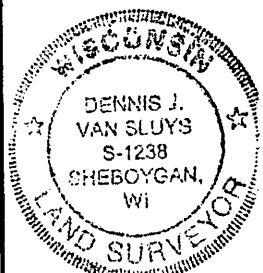
THENCE N 02° 52'15" W., 13.00 FEET;

THENCE S 88° 45'30" W., 76.00 FEET;

THENCE S 35° 19'35" W., 7.47 FEET;

THENCE S 01° 14'30" E., 7.00 FEET ALONG THE EAST LINE OF N. 5TH STREET;

THENCE N 88° 45'30" E., 80.82 FEET ALONG THE NORTH LINE OF NORTH FRANKLIN STREET
TO THE POINT OF BEGINNING.



THIS IS AN ORIGINAL PRINT ONLY

THIS IS TO CERTIFY THAT THE INFORMATION SHOWN HEREON
IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]

Dennis J. Van Sluys S-1238

Dated this 13th day of April, 2022. REVISED 9/15/25



AGENDA ITEM MEMORANDUM

DATE: 11/5/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 124-25-26 - A Resolution authorizing the appropriate City officials to take such steps as are necessary to release a utility easement at Parcel No. 59281007701 to support site redevelopment.

ISSUE

Should the Public Works Committee recommend signing the Letter of Agreement?

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

BACKGROUND/DISCUSSION

Resolution 124-25-26 proposes entering into an agreement with AT&T to relocate its underground facilities within Parcel 59281007701 and the vacation of AT&T's easement on the same parcel.

The City entered into a Development Agreement with North Sixth Seventh, LLC dated June 16, 2025, to redevelop Parcel No. 59281007701, the former site of the Aurora Memorial Hospital, whereby the City would, at its sole cost and expense, make good faith efforts to terminate or relocate a utility easement along the southern portion of the parcel to eliminate any interference with development that such easement would have.

The City Engineer has coordinated with AT&T to relocate underground telecommunications facilities currently occupying a utility easement on the above parcel. AT&T has agreed to move its infrastructure into the adjacent public right-of-way and provided a quote to complete this work. The City Engineer has reviewed the quote and finds the costs reasonable and appropriate.

City staff have reviewed the proposed relocation and believe locating underground telecommunications facilities in the right-of-way will not interfere with redevelopment efforts or City activities.

Upon completion of AT&T's relocation of the underground facilities, AT&T will record the appropriate documents with Sheboygan County to vacate the easement.

Alliant Energy has already vacated its unused easement on the property.

FUNDING IMPACT

The AT&T charges for relocating underground facilities are quoted at \$75,520.83 to perform the requested work.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

IF APPROVED, NEXT STEPS:

The City Engineer will sign the documents and provide a copy to AT&T.

**CITY OF SHEBOYGAN
RESOLUTION 124-25-26**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 10, 2025.

A RESOLUTION authorizing the appropriate City officials to take such steps as are necessary to release a utility easement at Parcel No. 59281007701 to support site redevelopment.

WHEREAS, the City entered into a Development Agreement with North Sixth Seventh, LLC dated as of June 16, 2025, to redevelop Parcel No. 59281007701, the former site of the Aurora Memorial Hospital, whereby the City would, at its sole cost and expense, make good faith efforts to terminate or relocate a utility easement along the southern portion of the parcel to eliminate any interference with development that such easement would have; and

WHEREAS, the city Engineer has obtained agreement from AT&T, the easement holder, to relocate the underground facilities within the easement area to within the adjacent right-of-way; and

WHEREAS, after reviewing the project site plan and other relevant factors, the City Engineer believes that this new location will not interfere with redevelopment efforts or with City activities and therefore supports entering into a Letter of Agreement with AT&T; and

WHEREAS, the City Attorney has reviewed the Letter of Agreement and finds it to be appropriate; and

WHEREAS, AT&T has provided a quote of \$75,520.83 to perform the required relocation.

NOW, THEREFORE, BE IT RESOLVED: That the City Engineer is hereby authorized to enter into the attached Letter of Agreement with AT&T for the relocation of the underground facilities and vacation of the easement on City-owned Parcel No. 59281007701.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to amend the 2025 budget and complete below transfers via the following to pay costs associated with the relocation of underground facilities and vacation of the AT&T easement:

INCREASE:

TID 25 Fund - TID 25 – Land (Acct. No. 425660-621100)	\$75,520.83
TID 25 Fund - Interfund Transfers In (Acct. No. 425-492000)	\$75,520.83
Capital Fund - General - Interfund Transfers Out (Acct. No. 400100-811100)	\$75,520.83
Capital Fund - Fund Equity Applied (Acct. No. 400-493000)	\$75,520.83

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

**LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST
GOVERNMENT AGREEMENT**

September 24, 2025

CWO- 41472

Project Number: A058JPA

Customer Name: CITY OF SHEBOYGAN - KEVIN JUMP

Billing Address: 2026 NEW JERSEY AVE SHEBOYGAN WI 65081

Contact Name: KEVIN JUMP

Contact email Address: KEVIN.JUMP@SHEBOYGANWI.GOV

Contact Phone Number: (920) 459-3367

Site Location: SOUTH OF NORTH AVE BETWEEN N 7TH ST AND N 6TH ST SHEBOYGAN V

AT&T has received a request from you to perform the following work:

RELOCATING BURIED FACILITY FOR CITY OF SHEBOYGAN - KEVIN JUMP AT SOUTH OF NORTH AVE BETWEEN N 7TH ST AND N 6TH ST SHEBOYGAN WI 53083.

<i>Estimated Actual Cost Quote</i>	
Expenses	Amount
ENGINEERING LABOR	\$ 16,509.24
MATERIAL COST	\$ 3,396.19
CONSTRUCTION LABOR	\$ 22,745.46
CONTRACTOR COST	\$ 32,869.94
MISC. COST	\$ 0.00
Estimated Contract Price	\$ 75,520.83
<i>Less Credits/Payments</i>	\$ 0.00
Estimated Balance Due	\$ 75,520.83

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. This signed agreement must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Payment in full is required within 30 days after the date of the AT&T invoice for the charges associated with the work performed.

**CUSTOM WORK AGREEMENT**

CWO-41472

Project Number: A058JPA

This Custom Work Agreement ("Agreement") is entered into by and between

Wisconsin Bell Telephone Company d/b/a AT&T (hereafter "AT&T") and
CITY OF SHEBOYGAN - KEVIN JUMP (Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). Payment in full based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.
3. **Price Quote.** The price is guaranteed for 60 days from September 24, 2025 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

- A. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CWO- 41472

Project Number: A058JPA

Date Quote Expires: 11/23/2025

AT&T Design Engineer: ROBERT BOELK JR RB2473

ACCEPTED FOR CUSTOMER:

AT&T CWO Manager Contact Information

Authorized Signature

Jose Cambray Digitally signed by Jose Cambray
Date: 2025.09.24 10:59:55 -05'00'

CWO Manager

Jose Cambray

Title:

Phone Number: 715-393-5330

Company:

Email Address: jc0352@att.com

Printed Name:

Date: September 24, 2025

Date:

Please send original signed agreement to AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186



AGENDA ITEM MEMORANDUM

DATE: 11/05/2025

TO: Public Works Committee

FROM: Joe Kerlin, Parks Manager

SUBJECT: Resolution No. 125-25-26 – A Resolution authorizing the appropriate City officials to execute a Lease Agreement with Sheboygan County Conservation Association regarding the operation of a pheasant farm on Maywood Park land.

ISSUE

Should the Public Works Committee recommend authorizing the appropriate City officials to enter into a Lease Agreement with Sheboygan County Conservation Association ("SCCA") through December 31, 2026, regarding the use of the designated property located at 3616 Mueller Rd. for the purpose of continuing its involvement in the State sanctioned upland game bird program?

STAFF RECOMMENDATION

Staff recommends approval of the Lease Agreement.

BACKGROUND/DISCUSSION

In 1985, SCCA started a lease with the City for a parcel of property located at 3616 Mueller Rd. SCCA constructed pheasant pens, consisting of indoor and outdoor areas to raise pheasants for the program.

The agreement had a fifteen-year term with options of renewal for five-year terms. There was one five-year term renewal, but there have been no renewals since then. The club has continued to use the property.

The City would like to provide SCCA with a one-year agreement ending December 31, 2026. City staff believe it is in the City's best interest to look at other possible uses for the property, benefiting the City.

FUNDING IMPACT

The rent will remain at \$1.00 annually, As stated above, there is no funding expense to the City except for supplying water.

IF APPROVED, NEXT STEPS:

SCCA will continue to operate the property for the 2026 season.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 125-25-26**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 10, 2025.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement with Sheboygan County Conservation Association regarding the operation of a pheasant farm on Maywood Park land.

WHEREAS, Sheboygan County Conservation Association (“SCCA”) has operated a pheasant farm on Maywood Park property since approximately 1985 pursuant to a Lease Agreement with the City and SCCA wishes to continue its operations pursuant to a new Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement between the City of Sheboygan and Sheboygan County Conservation Association, in form substantially similar to the copy attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

LEASE AGREEMENT

BETWEEN

CITY OF SHEBOYGAN

AND

SHEBOYGAN COUNTY CONSERVATION ASSOCIATION

This Lease Agreement (Agreement) is made and entered into as of the ____ day of _____, 2025, between the City of Sheboygan, Wisconsin, a municipal corporation ("City") and Sheboygan County Conservation Association, a Wisconsin non-stock corporation ("Association").

RECITALS

WHEREAS, the Association has operated a pheasant farm at the Premises described in Exhibit A since approximately 1985 pursuant to a Lease Agreement with the City; and

WHEREAS, the Association wishes to continue its operations pursuant to a new Lease Agreement and the City agrees that doing so is appropriate.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. TERM. City leases to Association the Premises described in Exhibit A, attached hereto, effective the date of Agreement execution and expiring December 31, 2026. Association's right to Premises during the Term of this Agreement is not exclusive. The City may enter upon the Premises at all reasonable hours for purposes that are necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions. When possible, City shall provide Association advance notice of its intent to enter upon the Premises so as to minimize any disruption to Association's activities.

2. RENT & EXPENSES. Association shall pay the City \$1.00 rent within thirty days of Agreement execution. Association shall be solely responsible for any utility costs associated with the Premises except that water service to the Premises shall be provided by the City at no cost.

3. PURPOSE AND USE. The Premises may be used as a non-commercial game farm suitable for the propagation of pheasants as approved by the Wisconsin Department of Natural Resources. Association shall comply with all applicable laws and regulations in its occupation and use of the Premises. Association shall not utilize the Premises for any other purpose without the City's advance written consent.

4. IMPROVEMENTS. Association shall not make any improvements to the Premises without the City's advance written consent except that Association may make such improvements to existing structures as is necessary for maintenance. Such improvements shall be solely at Association expense. All fixtures and improvements shall be removed from the Premises by April 1, 2027.

Any fixture or improvement thereafter left at the Premises shall be deemed abandoned and the City may dispose of same as appropriate. Should the City incur expense in disposing of Association's abandoned property, the City shall submit an invoice for costs incurred to Association and Association agrees to pay same within thirty days of receipt. Association shall not erect any signs upon the Premises without the City's advance written consent.

5. STATUS OF PROPERTY. Association has examined the Premises and accepts it in as-is condition. Association will maintain the Premises in safe and good order consistent with its permitted use.

6. EXPIRATION & TERMINATION. Upon expiration of this Agreement, Association understands that it is not entitled to any relocation costs, assistance, or payments of any kind. Upon expiration or termination of this Agreement, shall surrender possession peaceably. City may terminate this Agreement for cause if Association fails to perform as set forth herein when such failure is not remedied within thirty days after written notice of default provided to Association by City via first class mail.

7. LIENS. During the term of this Agreement, or any extensions thereof, Association shall not suffer nor permit any liens to be filed against the interest of the City in the Premises, and nothing in this Agreement shall be deemed or construed in any way as constituting the City's express or implied consent to any contractor, subcontractor, laborer, materialman, or supplier for the performance of any labor or the furnishing of any materials for any improvement, alteration, or repair to the Premises or any part thereof. The City may demand, and Association shall comply with all reasonable demands, of evidence of payment or financing of all claims for materials and labor furnished for any improvement or alteration to the Premises.

8. NO ASSIGNMENT. Association shall not assign or sublet this Agreement or any interest therein without the City's advance written consent. Association shall not mortgage, pledge, or hypothecate this Lease Agreement or any interest herein.

9. INSURANCE. Association shall be responsible for maintaining insurance adequate to protect its assets and shall maintain liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such liability policy shall identify "The City of Sheboygan" as additional insured, shall be primary and noncontributory to any insurance or self-insurance carried by the City, and shall afford the City at least thirty days' notice prior to any cancellation, modification, or nonrenewal. Association's insurance shall be placed with a responsible insurance company authorized to do business in the State of Wisconsin and shall be in a form commensurate with industry standards for Associations' use of the Premises.

10. INDEMNIFICATION. To the extent authorized by law, Association agrees to indemnify, defend, and hold harmless the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, and authorized volunteers from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest,

defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to, in whole or in part, or claimed or alleged to be caused, occasions, or contributed to in whole or in part, by any act, omission, fault, or negligence, whether active or passive of Association or its agents or anyone acting under its direction or control or on behalf arising out of, or in connection with, or relating to this Agreement. Association's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City, its elected and appointed officials, officers, employees, agents, representatives, or authorized volunteers.

Nothing in this Agreement shall be construed as the City waiving its statutory limitations and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

11. NOTICE. Except as otherwise provided by this Agreement, any notice required by this Agreement, or which either party desires to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

City of Sheboygan

Attn: City Clerk

828 Center Ave.

Sheboygan, WI 53081

Sheboygan County Conservation Assn.

P.O. Box 522

Sheboygan, WI 53082

This Provision shall not be construed as limiting routine business communications between the Parties.

12. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by any party hereto but the obligation of such party with respect to such future performance shall continue in full force and effect.

13. SEVERABILITY. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

14. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period equivalent to the period of such delay, or if a longer period is reasonably required, within such longer period as is reasonably required, provided that Association provides the City prompt written notice of such delay and the reasons therefor and further provided that Association acts with due diligence to cure such defect or defects promptly.

15. DISPUTE RESOLUTION. The Parties agree to first utilize good faith negotiation to resolve any dispute arising under this Agreement. Should such negotiation fail to resolve the dispute, the parties may, upon mutual agreement, attempt to resolve the dispute via mediation. Alternatively, such dispute shall be resolved in Sheboygan County Circuit Court.

16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

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

CITY OF SHEBOYGAN

SHEBOYGAN COUNTY CONSERVATION ASSN.

By: _____

Ryan Sorenson, Mayor

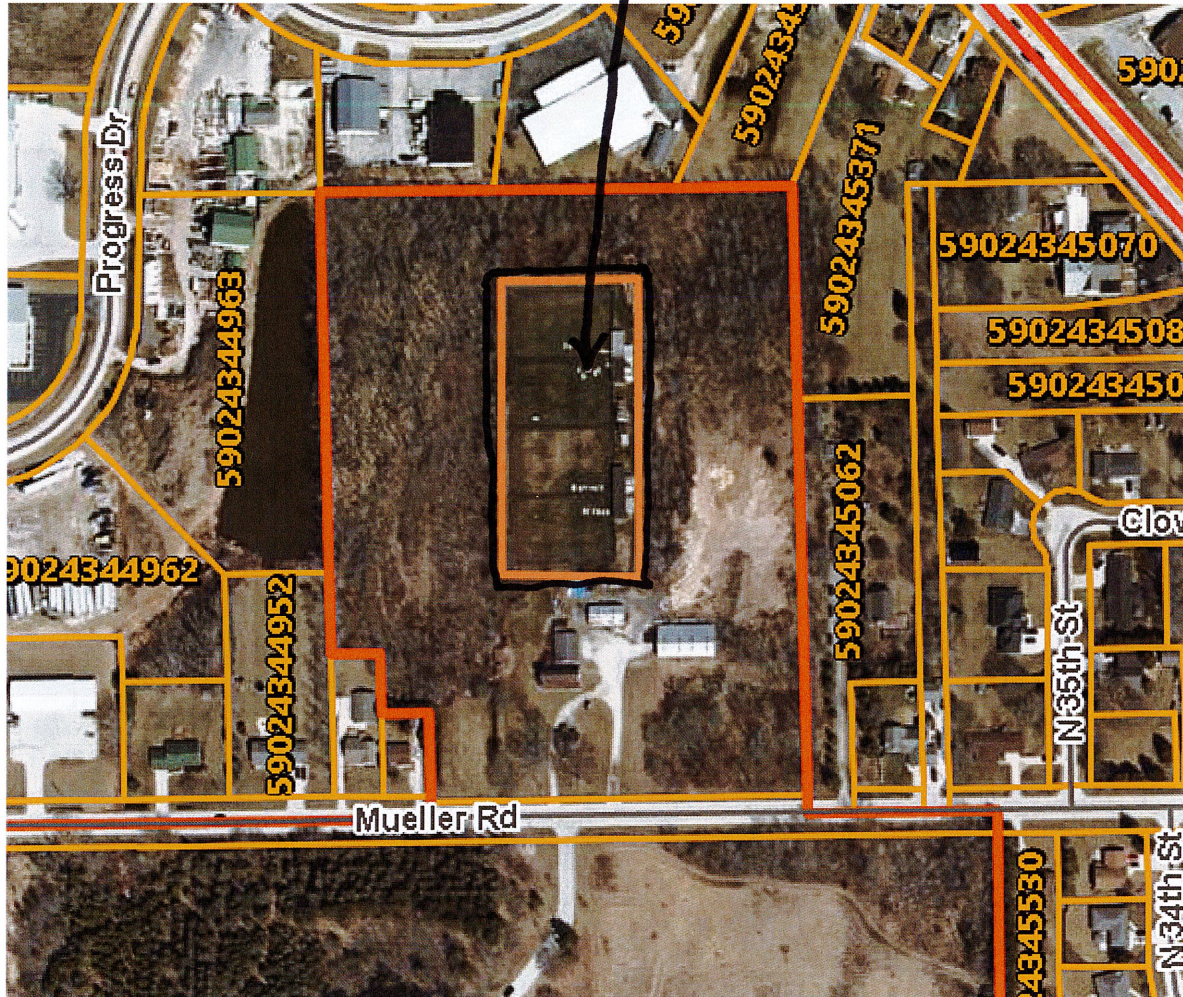
By: _____

Josh McDole, President

By: _____

Meredith DeBruin, City Clerk

Leased Premises



**CITY OF SHEBOYGAN
RESOLUTION 127-25-26**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 10, 2025.

A RESOLUTION authorizing the purchase of eleven (11) trucks from Enterprise Fleet Management and the signing of all required documents associated with the purchase.

WHEREAS, the City entered into a lease program with Enterprise Fleet Management in 2021 which encompassed pick-up truck purchases and replacements for the Public Works and Building Inspection departments; and

WHEREAS, after several years in the program, the City has not recognized the financial or operational benefit that was anticipated from entering into the program; and

WHEREAS, leases for eleven (11) trucks have expired allowing the City to purchase the trucks for the current reduced book value per the Enterprise contract; and

WHEREAS, the trucks are currently outfitted with City equipment and are being utilized by City staff daily; and

WHEREAS, staff believes it is in the City's best interest to discontinue the lease program as leases come due and purchase the vehicles from Enterprise; and

WHEREAS, the City Attorney has reviewed and approved the purchase orders.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to exercise the City's purchase option on the Enterprise lease for \$218,883 via the following budget amendment:

INCREASE:

Motor Vehicle Fund – Machinery/Equipment (Acct. No. 730399-651200)	\$218,883
Motor Vehicle Fund - Fund Equity Applied (Acct. No. 730-493000)	\$218,883

BE IT FURTHER RESOLVED: That the Finance Director is authorized to sign all associated documents with the purchase option for the eleven (11) vehicles.

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