

## TENTH REGULAR COMMON COUNCIL MEETING AGENDA

#### August 18, 2025 at 6:00 PM

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

Notice of the 10th Regular Meeting of the 2025-2026 Common Council.

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

Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361. Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 by 12:00 p.m. on meeting day to be called upon during the meeting. All Alderpersons may attend the meeting remotely.

#### To view the meeting:

Microsoft Teams

Meeting ID: 215 397 682 679 7

Passcode: Ra97m5cH

#### **OPENING OF MEETING**

- 1. Call to order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Approval of Minutes

Ninth Regular Council Meeting held on August 4, 2025

#### 5. Announcement

Board of Water Commissioners election to be held on September 15, 2025 (Term beginning October 1, 2025)

#### 6. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda.

#### 7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

#### 8. Presentation

Sheboygan Public Safety Complex Study Progress Update by Wendel/Five Bugles Design

#### **CONSENT**

9. Report 10-25-26 by City Clerk submitting various license applications.

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to grant licenses

10. Report 11-25-26 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

#### **RESOLUTIONS**

- 11. Res. No. 81-25-26 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 12. Res. No. 82-25-26 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 13. Res. No. 79-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute an easement amendment with Torginol, LLC.
  - Voted 4-0 by Public Works Committee to adopt Resolution
- 14. Res. No. 80-25-26 by Alderpersons Dekker and Rust authorizing a 2025 budget amendment and the Purchasing Agent to issue a purchase order for the purchase of Two Isolation Gate Gearboxes for the Wastewater Treatment Plant.
  - Voted 4-0 by Public Works Committee to adopt Resolution
- 15. Res. No. 77-25-26 by Alderpersons Mitchell and Perrella appointing temporary special counsel to assist with prosecution of municipal traffic and ordinance violations.
  - Voted 3-0 by Finance and Personnel Committee to adopt Resolution
- 16. Res. No. 74-25-26 by Alderpersons Dekker and Rust vacating a 0.03 acre portion of right-of-way on the east side of North 5th Street adjacent to Lot 1, Block 5 of the Assessment Subdivision No. 21, City of Sheboygan, Sheboygan County, Wisconsin. LAYS OVER
  - Voted 4-0 by Public Works Committee to adopt the Resolution

#### **GENERAL ORDINANCES**

- 17. Gen. Ord. No. 11-25-26 by Alderpersons Dekker and Rust creating a no parking zone on Ontario Avenue.
  - Voted 4-0 by Public Works Committee to adopt the Ordinance
- 18. Gen. Ord. No. 13-25-26 by Alderpersons Rust and La Fave amending section 52-109 of the Sheboygan Municipal Code with regard to 24-hour parking.
  - Voted 5-0 by Licensing, Hearings, and Public Safety Committee to adopt the Ordinance

#### OTHER MATTERS AUTHORIZED BY LAW

#### **CLOSED SESSION**

**19.** Motion to convene in closed session under the exemption contained in Wis. Stat. s. 19.85(1)(d) for the purpose of considering strategy for crime prevention, to wit: reviewing and discussing preliminary plans for the Public Safety Complex.

#### **RECONVENE IN OPEN SESSION**

- **20.** Motion to reconvene in open session for possible action relating to the matter discussed in closed session.
- 21. Res. No. 78-25-26 by Alderpersons Rust and La Fave approving the concept study for the Sheboygan Public Safety Complex by Wendel Company Five Bugles Design.

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to adopt Resolution

#### TENTATIVE DATE OF NEXT REGULAR MEETING

22. Next Regular Meeting Date: September 2, 2025

#### ADJOURN MEETING

23. 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**

#### **NINTH REGULAR COMMON COUNCIL MEETING MINUTES**

#### Monday, August 04, 2025

#### **OPENING OF MEETING**

#### 1. Call to order

The meeting was called to order at 6:00 p.m.

#### 2. Roll Call

Alderpersons present: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

#### 3. Pledge of Allegiance

#### 4. Approval of Minutes

Eighth Regular Council Meeting held on July 21, 2025

#### MOTION TO APPROVE THE MINUTES

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust -10.

#### 5. Confirmation of Mayoral Appointments

Alder Susie Boorse to be considered for appointment to the Historic Preservation Board (Alder Rep)

Tou Bee Lee to be considered for appointment to the Board of Marina, Parks, and Forestry

#### MOTION TO CONFIRM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust -10.

#### 6. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

#### 7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

#### 8. Presentation

2025 Year-to-date Budget Report and 2026 Budget Outlook by Finance Director Kaitlyn Krueger

#### **CONSENT**

9. Report 5-25-26 by Sheboygan Water Utility Board of Water Commissioners submitting the report on the Water Utility for the second quarter of 2025.

#### MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

10. Report 6-25-26 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department for the period commencing April 1, 2025, and ending June 30, 2025.

#### MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust -10.

11. Report 7-25-26 by City Clerk submitting various license applications.

#### MOTION TO ACCEPT AND GRANT THE LICENSE APPLICATIONS

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust -10.

12. Report 8-25-26 by Director of Human Resources & Labor Relations Kelly Hendee submitting the exit interview summary for the City of Sheboygan for Quarter 2 of 2025.

#### MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust -10.

13. Report 9-25-26 by Police Chief Kurt Zempel pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing April 1, 2025 and ending June 30, 2025.

#### MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust -10.

#### RESOLUTIONS

14. Res. No. 73-25-26 by Alderpersons Dekker and Perrella confirming the appointment of Quarles & Brady LLP as bond and disclosure counsel regarding the issuance of Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 (2nd Issue).

#### MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust -10.

Item 4.

15. Res. No. 75-25-26 by Alderpersons Dekker and Perrella authorizing the issuance and sale of uto \$165,000 Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 (2nd Issue), and providing for other details and covenants with respect thereto, and approval of related \$290,000 financial assistance agreement.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

16. Res. No. 76-25-26 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute the Department of Natural Resources Principal Forgiven Financial Assistance Agreement regarding DNR Project No. 4901-14.

#### MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust -10.

17. Res. No. 71-25-26 by Alderpersons Mitchell and Perrella amending the 2025 budget for various expenses incurred or planned.

#### MOTION TO ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust -10.

18. Res. No. 72-25-26 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2025 budget for the purchase of Parcel Numbers 59030458910 and 59030458900 from Clare A.Gartman.

#### MOTION TO ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust – 10.

19. Res. No. 74-25-26 by Alderpersons Dekker and Rust vacating a 0.03 acre portion of right-of-way on the east side of North 5th Street adjacent to Lot 1, Block 5 of the Assessment Subdivision No. 21, City of Sheboygan, Sheboygan County, Wisconsin. REFER TO PUBLIC WORKS COMMITTEE

#### OTHER MATTERS AUTHORIZED BY LAW - None.

#### TENTATIVE DATE OF NEXT REGULAR MEETING

20. Next Regular Meeting Date: August 18, 2025

#### **ADJOURN MEETING**

21. Motion to Adjourn

Item 4.

#### MOTION TO ADJOURN AT 6:33 PM

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella, Rust -10.

# SHEBOYGAN PUBLIC SAFETY DEPARTMENTS:

STUDY PROGRESS UPDATE

AUGUST 11, 2025



## **TEAM INTRODUCTION:**



Robbie Krzyzanowski
Wendel / Five Bugles Design
Director of Emergency Services



LAURA EYSNOGLE, RA, CID Wendel / Five Bugles Design Architect

W

Over 140
years of
combined
public
safety
Experience

#### **Over 300**

Programming/ Feasibility Studies

> Over 150 facilities designed & built

Services Wendel Offers:



ARCHITECTURE

INTERIOR DESIGN

LANDSCAPE ARCHITECTURE

HISTORICAL RESTORATION/ PRESERVATION

PUBLIC SAFETY

SUSTAINABILITY

**GRANT WRITING** 



ENGINEERING
CIVIL
ELECTRICAL
ENVIRONMENTAL
MECHANICAL

MUNICIPAL STRUCTURAL

TRANSPORTATION

RAILROAD
ALTERNATIVE FUEL
SOLUTIONS/CNG

WATER/ WASTEWATER RETROFITS

LAND SURVEYING
GEOGRAPHIC
INFORMATION
SYSTEMS (GIS)

**PLANNING** 



ENERGY EFFICIENCY ENERGY AUDITS COMMISSIONING

PROFESSIONALLY ASSISTED PERFORMANCE

CONTRACTING
ALTERNATIVE
FUNDING/GRANT

PROGRAMS
RETROFIT AND
IMPLEMENTATION

DESIGN
GREEN BUILDING
DESIGN

MEASUREMENT & SAVINGS VERIFICATION (M&V)

RENEWABLE TECHNOLOGIES



CONSTRUCTION MANAGEMENT

MASTER BUILDER PROGRESSIVE

PROGRESSIVE DESIGN/BUILD DESIGN/BID/BUILD

CONSTRUCTION ADMINISTRATION

CONSTRUCTION MANAGEMENT AT RISK (CMAR)

CM AGENT

GMP DESIGN/BUILD





MAP OF WENDEL OFFICES (WENDEL ICONS) AND STATES THAT WENDEL IS QUALIFIED TO DO BUSINESS IN (GREY SHADE)

Item 8.

wendel

employees

16 10

offices



- Unmatched Experience
- Staff dedicated careers to emergency services facility design
- Public Safety Specialists
- Public Safety Projects ranging in size from 10,000 SF – 60,000SF
- National Credibility: judging, writing, speaking, attending, award-winning designs
- Sponsors/Presenters of State and National Organizations





# PRESENTATION OUTLINE

- Project to-date
- Existing Conditions
  - Fire Station 3 (Previous Study)
  - Fire Station 2
- Programming
- Concept Plans
  - Fire Station 3
  - Training:
    - Live Fire Burn Building
    - "Dirty Classroom" and Firing Range
  - Police Expansion
  - Fire Station 2
- What's Next?

## PROJECT TO-DATE

RFP FOR **BEGAN TO BEGAN TO** NEW **STATION CONSIDER ACQUIRE** STATION 3, 3 STUDY TRAINING **AURORA N** 2, AND KICK-OFF STATION 3 **FACILITY WITH** 23<sup>RD</sup> TRAINING MTG. ZS STUDY STATION 3 **STREET FACILITY** 2021 2022 2023 2024 2019 2020



- STATION 3 **PROGRAMMING**
- **ALTERNATE SITE** CONSIDERED
- BEGAN **PURCHASING OF NORTH** N23RD ST.



ST.

**APPRAISAL** 

OF N. 23<sup>RD</sup>

**PROPERTY** 

STATION 3 STUDY COMPLETE.



**PURCHASED** 

PD FIRING RANGE NEED **IDENTIFIED** 





## PROJECT TO-DATE

Item 8.

REVIEW OF PROGRAMMING **OPINION OF** TOURS OF: EXT. COND. **TRAINING PROBABLE** LA CROSSE STATION 2 **PROJECT** STATION 2 COMPLEX **COSTS** KICK-OFF & STATION 4 **MARCH** JULY AUG **SEPT** OCT NOV DEC JAN **FEB APRIL** MAY JUNE JULY AUG 2024 2024 2024 2024 2024 2024 2025 2025 2025 2025 2025 2025 2025 2025 REPORT PROGRAMMING WE ARE HERE PROGRAMMING PROGRAMMING CONCEPTS FINALIZED STATION 3 STATION 2 PD EXPANSION **APPROVED** BY STAFF CONCEPT CONCEPT **DESIGNS DESIGNS BEGAN BEGAN** 

# **EXISTING CONDITIONS**

# **Existing Conditions Assessment**

- Walk though of existing facilities
- Review floor plans
- Interviews with staff
- Consider:
  - IBC (International Building Code)
  - IEBC (International Existing Building Code) Structural Requirements
  - ADA (Americans With Disabilities Act)
  - NFPA Standards (National Fire Protection Association)
  - Needs of contemporary and future fire departments

- Could it be renovated?
- Phasing of construction:
  - Minimize the impacts and costs of renovations.
  - Can it be occupied while under construction?
  - Phasing the limits of demolition
  - Phasing to maintain existing services and keeping the bay accessible
  - Maintain egress during construction

Item 8.

# **Existing Conditions Assessment**

- Common Fire Deficiencies:
  - Overall, undersized:
    - Office, storage, dorms, apparatus, etc.
    - No clearances around apparatus
  - Apparatus doors physically too small
  - No personal decontamination areas
  - No proper gear / PPE storage
  - Not designed for multiple genders
  - o Dorms
    - No dorms
    - Spaces converted to dorms do not meet code
  - Lack of visual and audible privacy:
    - Office, dorms, toilet/shower rooms
  - No Exercise Rooms
  - Does not meet ADA compliance



### **STATION 3 STUDY**

- Determined in 2021-2023 study that a full replacement was necessary.
- Current Station 3 work areas:
  - Administration
  - Station 3 duty crew
  - Department training tower
    - Tower was constructed in 1950's
    - Not structurally sound
- All needs would need to be replaced in new Station 3
- Apparatus Support Bays on-site:
  - Reserve storage
  - Outgrown
    - Equipment is being stored outside



# STATION 2 BUILDING INFORMATION

- Built in 1978/79
  - Emergency roof repair in 2020 due to failing apparatus bay support beams
- Landlocked on a city block
  - 0.7 Total acres
- 6,380 SF above grade
- 3,235 SF below grade













- Does not meet current IBC
- Does not meet current ADA
- Does not meet current NFPA health
   & safety recommendations for contemporary fire stations
- Does not meet current NFPA turnout time recommendations
- Some interior & exterior finishes past useful life; need repair and/or replacement
- Under-sized for current needs





## CONDITION SUMMARY SITE

- Asphalt needs replacement
- Settlement:
  - Trip Hazards
  - · Water infiltration along building
- ADA Compliance Issues
- Safety:
  - Parking to north pedestrian travel across response apron









# CONDITION SUMMARY:

**EXTERIOR** 

- Deffered maintenance needs to be addressed
- Doors are not ADA complaint:
  - Thresholds
  - Approach
  - Hardware
- Windows are near end-of-life cycle
- Overhead doors:
  - Denting
  - Racking
  - Glazing seals broken









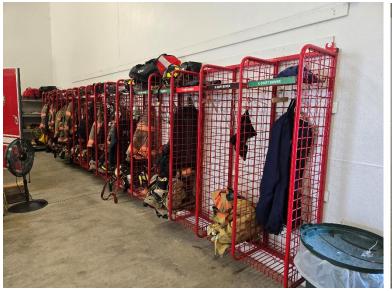
# **CONDITION SUMMARY:**

INTERIOR

- No personnel decontamination:
  - Gear is stored in bay
  - No transition zone
  - No gear laundry
- Dorms do not meet code
- Basement ceiling heights not code compliant
- Poor acoustic control
- Structure can't meet proposed loads for renovation









Item 8.

# CONDITION SUMMARY: POLICE EVIDENCE

- Undersized
  - Fleet storage
  - Maintenance storage:
    - Tires
    - Seats
  - Evidence storage
- Currently department stores evidence throughout city
  - Chain of custody concerns
  - Inefficient user experience
  - Inefficient monitoring & control of storage





- Operational Programming
  - Understand HOW you work
  - Confirm space Needs Analysis
  - Wants and Needs
- Planning for the Future
  - 50-Year Building

tem 8.

FIRE STATION 3

| SPACE  | PROGRAMMED |
|--|------------|
| APPARATUS BAYS                               | 13,230 SF  |
| APPARATUS SUPPORT                            | 5,895 SF   |
| TRAINING / EMERGENCY OPERATIONS CENTER (EOC) | 4,010 SF   |
| ADMINISTRATION                               | 6,110 SF   |
| LIVING QUARTERS                              | 6,585 SF   |
| MECHANICAL, ELECTRICAL, SUPPORT              | 6,640 SF   |
| TOTAL NEW CONSTRUCTION                       | 50,920 SF  |

ltem 8

### "DIRTY CLASSROOM" & FIRING RANGE

| SPACE                  | PROGRAMMED |
|------------------------|------------|
| "DIRTY" CLASSROOM      | 2,150 SF   |
| INDOOR FIRING RANGE    | 8,035 SF   |
| STORAGE & UTILITIES    | 616 SF     |
| TOTAL NEW CONSTRUCTION | 10,801 SF  |

tem 8.

### POLICE DEPARTMENT EXPANSION

| SPACE                  | PROGRAMMED |
|------------------------|------------|
| EVIDENCE STORAGE       | 8,736 SF   |
| MAINTENANCE BAY        | 2,174 SF   |
| UTILITIES              | 200 SF     |
| TOTAL NEW CONSTRUCTION | 11,110 SF  |

ltem 8.

FIRE STATION 2

| SPACE                           | PROGRAMMED |
|---------------------------------|------------|
| APPARATUS BAYS                  | 3,820 SF   |
| APPARATUS SUPPORT               | 2,790 SF   |
| TRAINING                        | 420 SF     |
| ADMINISTRATION                  | 985 SF     |
| LIVING QUARTERS                 | 3,490 SF   |
| MECHANICAL, ELECTRICAL, SUPPORT | 1,725 SF   |
| TOTAL NEW CONSTRUCTION          | 13,230 SF  |

# CONCEPTUAL DESIGN

#### Item 8.

## **CONCEPTUAL DESIGN**

- Show relationships between spaces / departments
- Represent approximate sizes
- Colors represent each designated space types
- Full-size concept plans are in appendix of report



## CONCEPTUAL DESIG [tem 8.]

RESPONDER SAFETY

# TOP 3 HEALTH & SAFETY CONCERNS ADDRESSED IN NEW FACILITIES:

Cardiac Arrest

Cancer

Mental Health

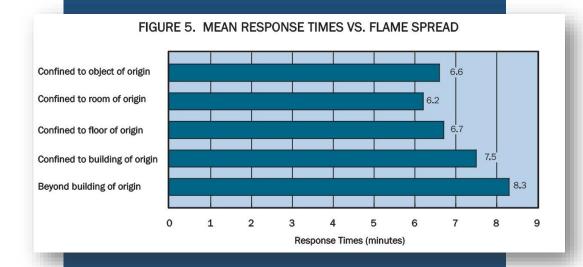


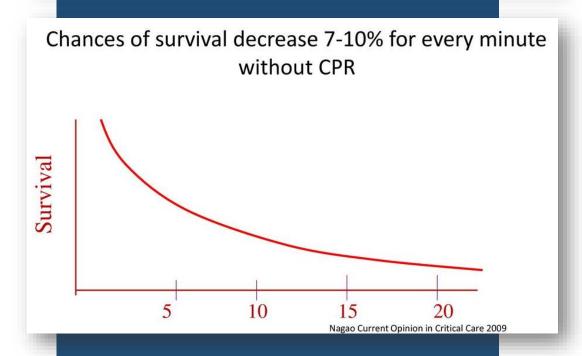
- Large fitness room
- Station alerting mechanisms
- Response lighting controls
- Hot / Cold Zones
- Properly pressurizing mechanical systems.
- Proper gear storage
- Shower within the Hour
- Creating comfortable home-like spaces
- Decompression areas
- Fitness room

tem 8.

## WHAT IS RESPONSE TIME?

RESPONSE TIME = TURNOUT TIME + TRAVEL TO INCIDENT





# WHY DOES RESPONSE TIME MATTER?

#### NFPA 1710 Standard:

- Sets standard for response times
- Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments

#### • FIRE:

Four personnel arrive within 5-minutes, 90% of the time

#### • **EMS**:

 First basic life support (BLS) should arrive within 5minutes



RESPONSE TIME MATTERS

### NFPA 1710 Standards

### Turnout time:

The period of time from notification of emergency personnel to the time the emergency vehicle responds.

| Benchmarks                       | Response Objectives     |
|----------------------------------|-------------------------|
|                                  | 15 sec 95% of the time  |
| Alarm answer                     | or                      |
|                                  | 40 sec 99% of the time  |
|                                  | 64 sec 95% of the time  |
| Alarm processing                 | or                      |
|                                  | 106 sec 99% of the time |
| Turnout - Fire                   | 80 sec                  |
| Turnout - EMS                    | 60 sec                  |
| First-due engine                 | 240 sec (4 min)         |
|                                  | 90% of the time         |
| 0                                | 360 sec (6 min)         |
| Second-due engine                | 90% of the time         |
| Initial full alarm - Low/        | 480 sec (8 min)         |
| medium hazard                    | 90% of the time         |
| Initial full alarm - High hazard | 610 sec (10 min 10 sec) |
|                                  | 90% of the time         |

## CONCEPTUAL DESIG Ltem 8. RESPONDER SAFETY

## **KEY NOTES FOR THIS PROJECT:**

- Multi-Departmental Use:
  - Fire, Police, Public Works
  - All need training per OSHA, and/or ISO
  - All can use training facilities
  - All can use training props
  - Cross pollination of departments training together
- Needs have & continue to change
  - Designs are meant for today's and future needs
- Efficiency of training
  - 2021: Live-fire training cost \$13,000
    - Travel lodging, mileage, meals
    - Overtime
  - Whole department can train at once
- ISO training points
  - 4-stories
  - Waterflow

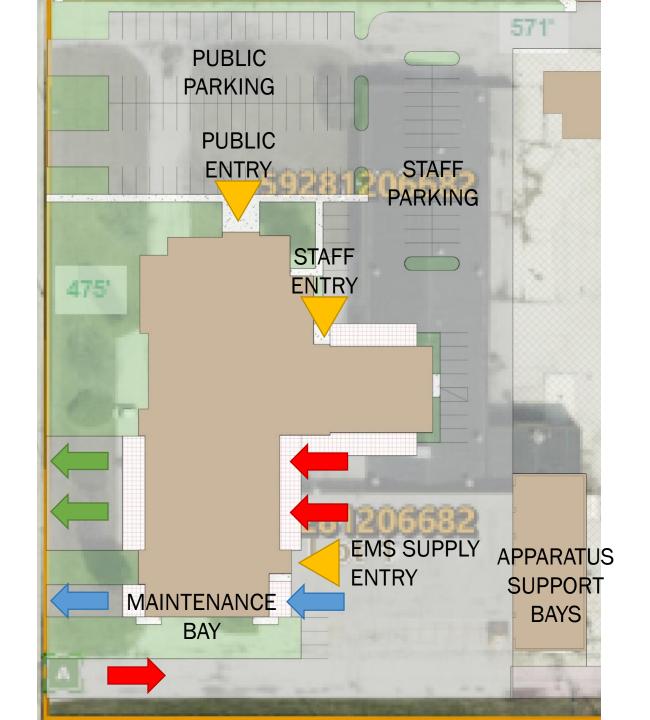
PUBLIC SAFETY CAMPUS



#### Item 8.

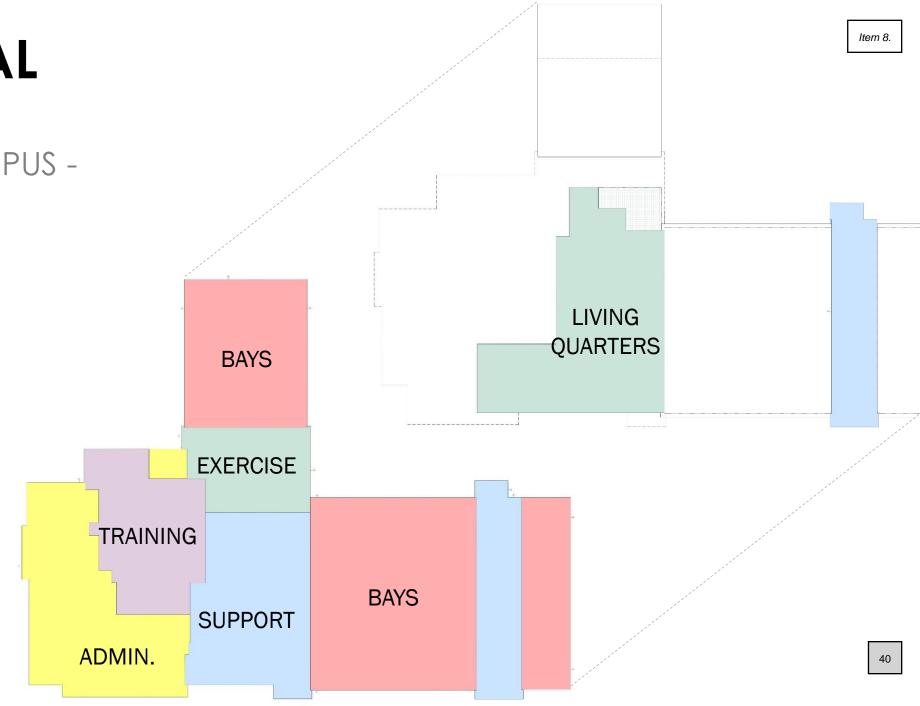
# CONCEPTUAL DESIGN:

PUBLIC SAFETY CAMPUS - STATION 3 SITE



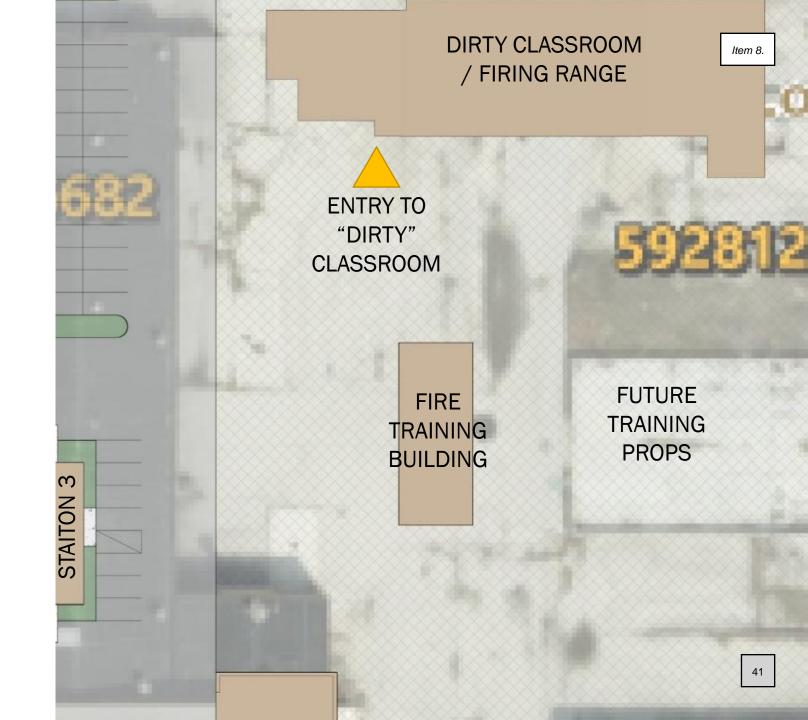
PUBLIC SAFETY CAMPUS - STATION 3 PLAN

- 2-Stories
- 42,480 SF
- Key features:
  - Training room:
    - EOC
    - Voting
  - PD can share exercise
  - Department maintenance bay



PUBLIC SAFETY CAMPUS - FIRE TRAINING TOWER

- Will use Station 3 Parking
- To be used by FD, PD, and DPW
- Space for additional training props in the future



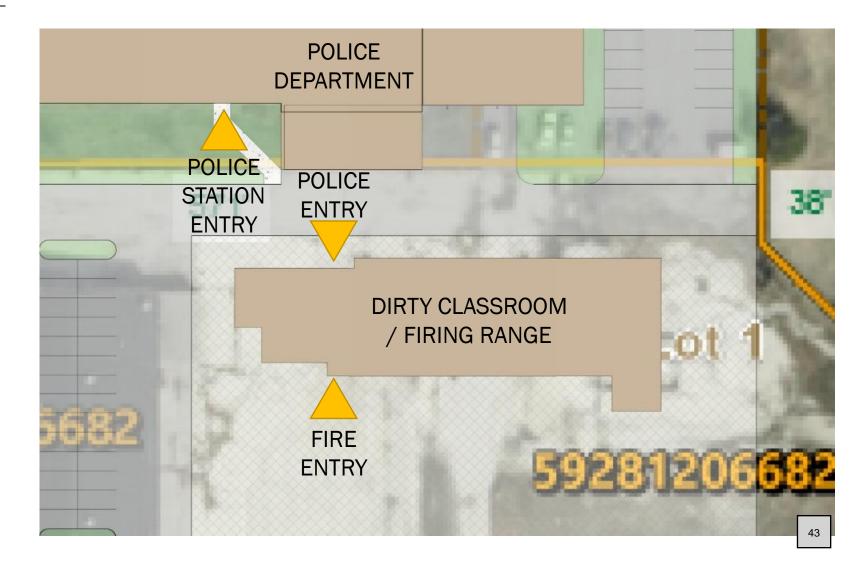
PUBLIC SAFETY CAMPUS - FIRE TRAINING TOWER

- 5-Stories
- Live-fire training
- Can be used by:
  - Fire
  - Police
  - Public Works



PUBLIC SAFETY CAMPUS "DIRTY CLASSROOM" &
FIRING RANGE

- Will use Station 3 Parking
- Entries for PD and FD

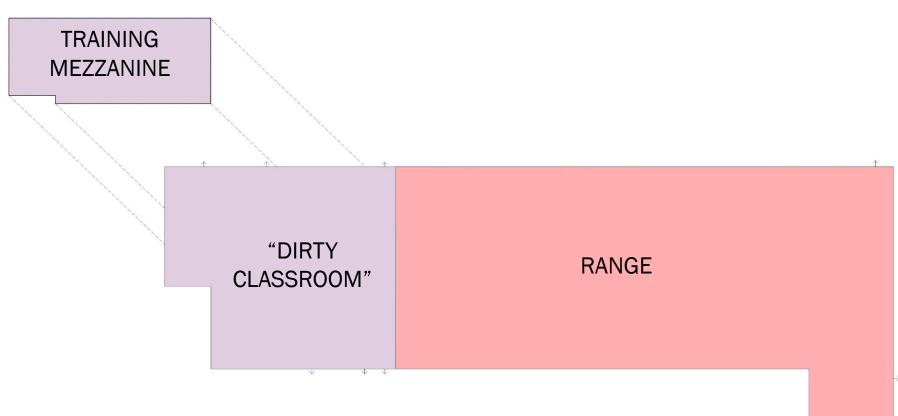


Item 8.

# CONCEPTUAL DESIGN:

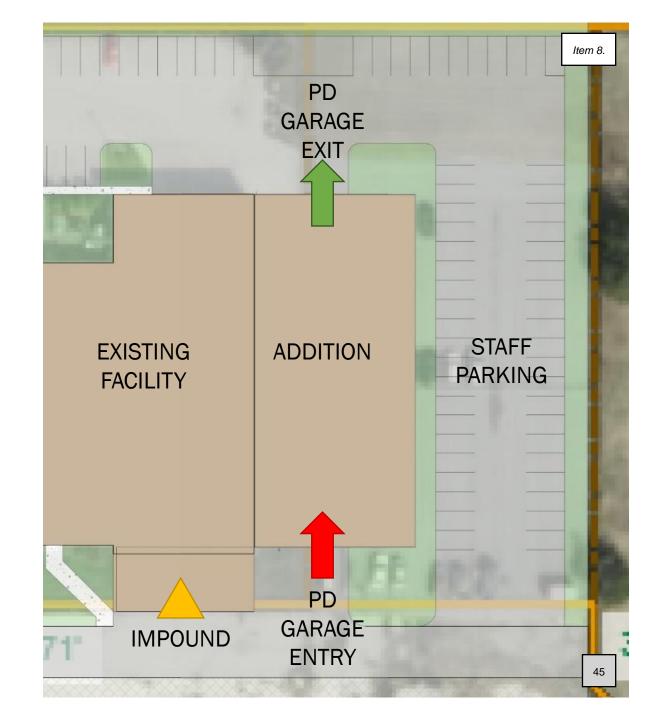
PUBLIC SAFETY CAMPUS "DIRTY CLASSROOM" &
FIRING RANGE

- Single-story
  - Training mezzanine
- "Dirty Classroom"
  - Used by:
    - PD
    - FD
    - Public Works
- Decon for FD
- Live-Fire Range



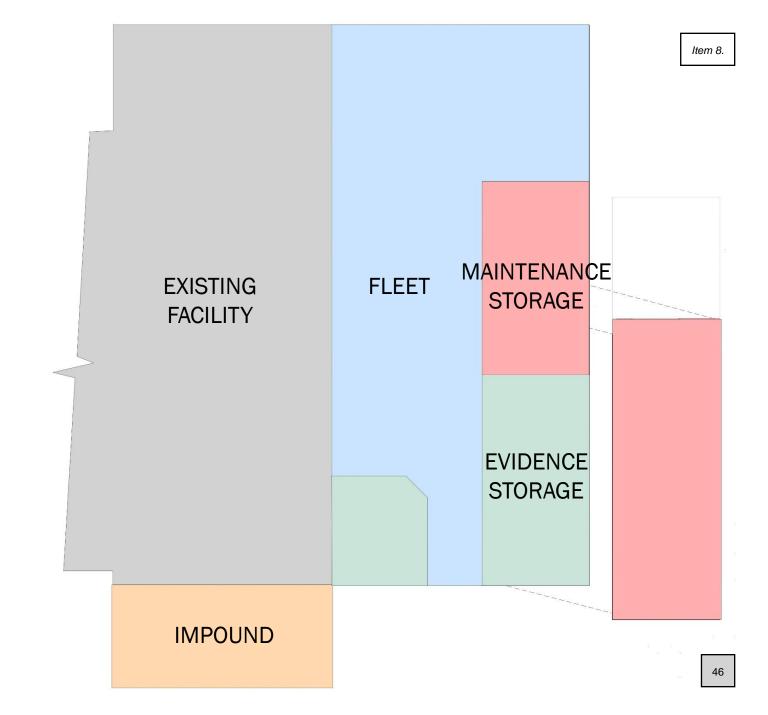
PUBLIC SAFETY CAMPUS - POLICE EXPANSION

- Single-story
- Re-configure parking
- Re-locate impound

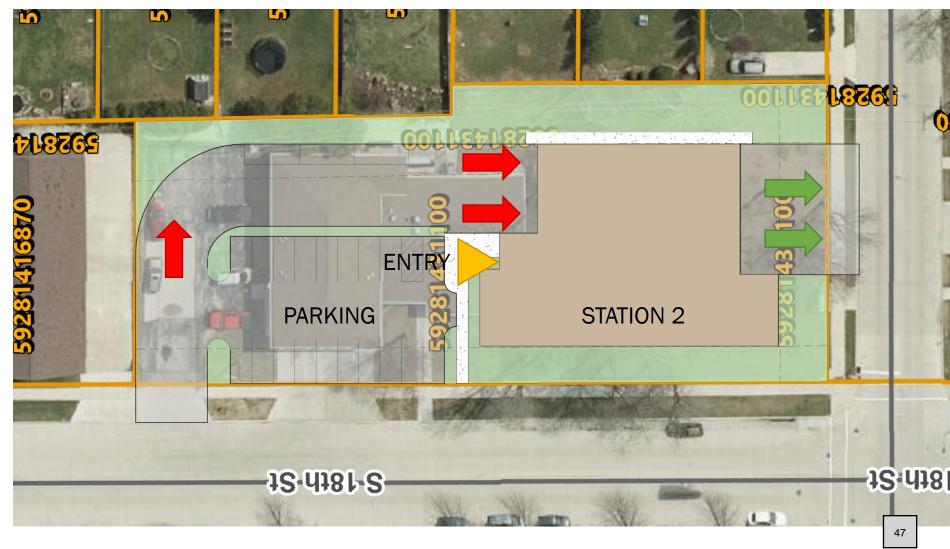


PUBLIC SAFETY CAMPUS - POLICE EXPANSION

- Single-story
  - Mezzanine
- Fleet Storage
- Evidence Storage
- Maintenance Storage
- Impound

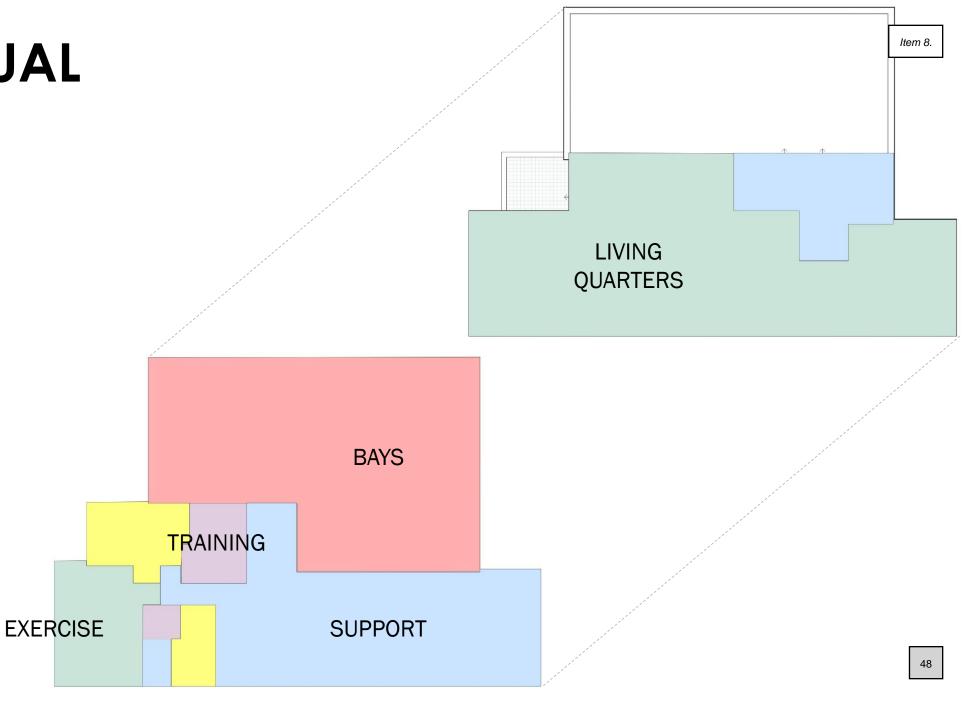


STATION 2 SITE



STATION 2 SITE

- 2-Stories
- 14,020 SF
- Key features:
  - Conference room:
    - Voting



## SPACE NEEDS ANALYSIS vs CONCEPT [1607 8.]

| SPACE                            | PROGRAMMED | CONCEPT   |
|----------------------------------|------------|-----------|
| STATION 3                        | 50,920 SF  | 42,480 SF |
| "DIRTY" CLASSROOM & FIRING RANGE | 10,801 SF  | 12,605 SF |
| PD EXPANSION                     | 11,110 SF  | 15,285 SF |
| STATION 2                        | 13,225 SF  | 14,020 SF |

## WHAT'S NEXT?

## WHAT'S NEXT?: Item 8.

We Are Here:

Concepts (Estimate)

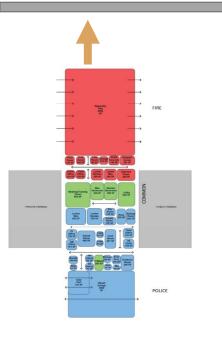


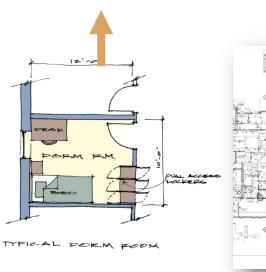
Schematic Designs (Estimate)

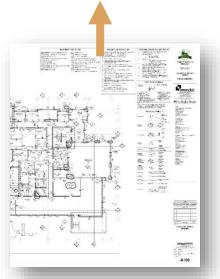
Design Development (Estimate)

Construction **Documents** 

Bidding Construction Occupancy













WHAT'S NEXT?: | | | | | | | | | | |

## SCHEMATIC DESIGN:

- Big picture items
- Confirming size, massing, general systems

## **DESIGN DEVELOPMENT:**

- Details of design
- Specifics of systems, features, materials

## **CONSTRUCTION DOCUMENTS:**

Details of construction

tem 8.

## PROPOSED SCHEDULE

## **PHASED**

- Proposing 2-Phases:
  - Phase 1: Station 3, Support Apparatus Bays, Fire Training Building, PD Expansion
  - Phase 2: "Dirty" Classroom/ Firing Range, Station 2
- All projects would be:
  - Designed at one time
- After design, two packages would be created:
  - Two bid periods
  - Two Construction periods
- Pros:
  - Lower initial costs
- Cons:
  - Higher over-all project costs
    - Duplication of mobilization costs.
  - Access to "Dirty" classroom for construction will impact parking.

## **NON-PHASED**

- All projects would be:
  - Designed at one time
  - Bid together
  - Constructed together
- Pros:
  - Economy of scale
  - Shorter overall project
  - Can save money
- Cons:
  - Higher initial costs

## PROPOSED SCHEDULE | Item 8.

| JULY<br>2025 | AUG<br>2025 | SEPT<br>2025 | OCT<br>2025 | NOV<br>2025 | DEC<br>2025 | JAN<br>2026 | FEE<br>202 | APRIL<br>2026 | MAY<br>2026 | JUNE<br>2026 | JULY<br>2026 | AUG<br>2026 |
|--------------|-------------|--------------|-------------|-------------|-------------|-------------|------------|---------------|-------------|--------------|--------------|-------------|
| PHA          | SE 1:       | S            | D           |             | DD          |             |            | CD            |             | В            | ID           |             |
| PHA          | SE 2:       | S            | D           |             | DD          |             |            | CD            |             |              |              |             |

PROPOSED SCHEDULE

Item 8.

| 2026   2026   2026-27   2027   2027   2027-28   2028   2028   2028 | SUMMER | FALL | WINTER  | SPRING | SUMMER | FALL | WINTER  | SPRING | SUMMER | FALL |
|--|--------|------|---------|--------|--------|------|---------|--------|--------|------|
|  | 2026   | 2026 | 2026-27 | 2027   | 2027   | 2027 | 2027-28 | 2028   | 2028   | 2028 |

PHASE 1:

CONSTRUCTION

PHASE 2:

BID

CONSTRUCTION

# OPINION OF PROBABLE COSTS

## OPINION OF PROBABLE COSTS Item 8.

|                                  | ESTIMATED COSTS |  |  |  |  |
|----------------------------------|-----------------|--|--|--|--|
| PHASE 1:                         |                 |  |  |  |  |
| STATION 3                        | \$27,638,215    |  |  |  |  |
| FIRE TRAINING BUILDING           | \$1,721,763     |  |  |  |  |
| PD EXPANSION                     | \$8,271,773     |  |  |  |  |
| PHASE 1 TOTAL:                   | \$37,631,751    |  |  |  |  |
|                                  | ESTIMATED COSTS |  |  |  |  |
| PHASE 2:                         |                 |  |  |  |  |
| "DIRTY" CLASSROOM / FIRING RANGE | \$11,415,062    |  |  |  |  |
| STATION 2                        | \$9,198,702     |  |  |  |  |
| PHASE 2 TOTAL:                   | \$20,613,764    |  |  |  |  |
| TOTAL                            | \$58,245,515    |  |  |  |  |

ltem 8.

## OPINION OF PROBABLE COSTS

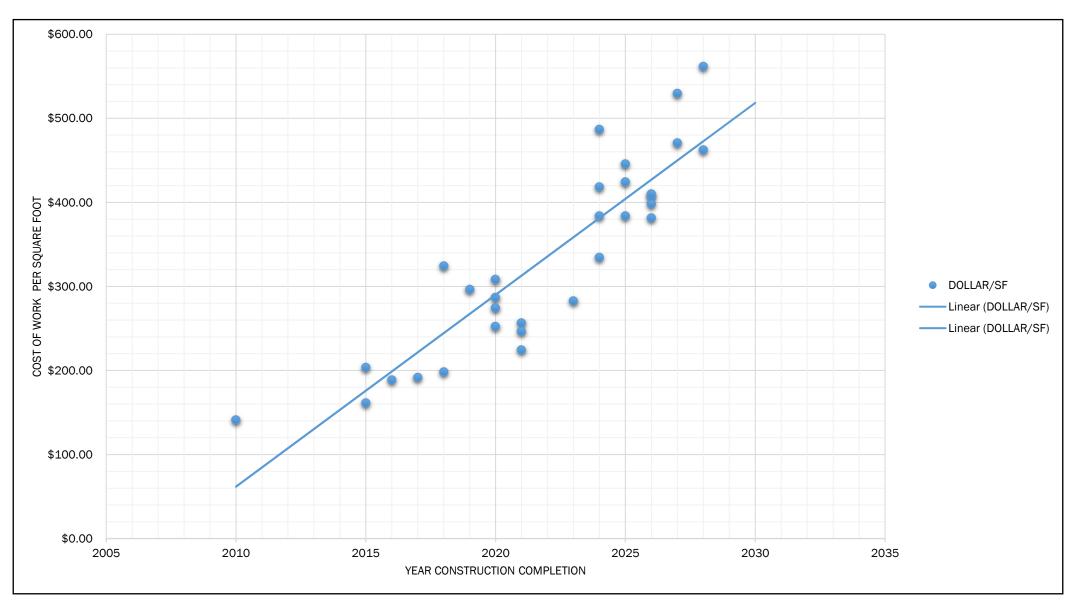
## TRAINING COMPLEX REDUCTIONS

|                                 | INITIAL TRAINING<br>COMPLEX ESTIMATE | REDUCTION    |  |
|---------------------------------|--------------------------------------|--------------|--|
| FIRING RANGE                    | \$9-12M                              | ¢11 /15 062  |  |
| MULTI-PURPOSE TRAINING FACILITY | \$10-15M                             | \$11,415,062 |  |
| PROPS                           | \$5-6M                               | FUTURE       |  |
| FIRE TRAINING FACILITY          | \$4-6M                               | \$1,721,763  |  |
| MISC. SITE AND ACCESSORIES      | \$4-6M                               | FUTURE       |  |
| TOTAL                           | \$32-40M                             | \$13,136,825 |  |

#### Item 8.

## FACILITY STUDY

## OPINION OF PROBABLE COSTS



## FACILITY STUDY Item 8.

## OPINION OF PROBABLE COSTS

| ESTIMATE OR BID       | STATION                          | SIZE   | BID YEAR | YEAR OF COMPLETION | COST OF WORK | DOLLAR/SF | CONSTRUCTION TYPE |
|-----------------------|----------------------------------|--------|----------|--------------------|--------------|-----------|-------------------|
| BID                   | BLOOMINGTON, MN, STATION 3       | 30,000 | 2019     | 2020               | \$8,617,000  | \$287.23  | MASONRY           |
| BID                   | GREENVILLE, WI                   | 24,680 | 2019     | 2020               | \$6,232,485  | \$252.53  | MASONRY           |
| BID                   | LA POINTE, WI                    | 10,155 | 2019     | 2020               | \$2,788,820  | \$274.63  | PEMB              |
| BID                   | WAUSAU, WI                       | 15,233 | 2019     | 2020               | \$4,697,832  | \$308.40  | MASONRY           |
| BID                   | MONROE, OH                       | 20,100 | 2020     | 2021               | \$4,960,019  | \$246.77  | PEMB              |
| BID                   | RIVERSIDE, ROTHSCHILD, WI        | 17,450 | 2020     | 2021               | \$4,481,305  | \$256.81  | PEMB              |
| BID                   | SUAMICO, WI                      | 22,050 | 2020     | 2021               | \$4,947,311  | \$224.37  | MASONRY           |
| BID                   | LA CROSSE, WI, STATION 2         | 20,680 | 2022     | 2023               | \$5,854,085  | \$283.08  | MASONRY           |
| BID                   | ST. PETER, MN                    | 20,800 | 2022     | 2024               | \$8,704,045  | \$418.46  | MASONRY / PRECAST |
| BID                   | CHISHOLM, MN                     | 23,000 | 2023     | 2024               | \$11,199,947 | \$486.95  | MASONRY           |
| BID                   | OCONTO FALLS, WI                 | 16,808 | 2023     | 2024               | \$6,449,672  | \$383.73  | MASONRY           |
| BID                   | LA CROSSE, WI, STATION 4         | 20,330 | 2023     | 2024               | \$6,798,383  | \$334.40  | MASONRY           |
| BID                   | GRAND HAVEN TOWNSHIP, MI         | 23,289 | 2024     | 2025               | \$9,882,039  | \$424.32  | MASONRY           |
| ESTIMATE (DD by CPMI) | BARABOO, WI, STATION 1           | 39,360 | 2024     | 2025               | \$15,114,800 | \$384.01  | MASONRY           |
| ESTIMATE (DD by CPMI) | BARABOO, WI, STATION 2           | 12,640 | 2024     | 2025               | \$5,635,000  | \$445.81  | MASONRY           |
| BID                   | COLD SPRING, MN                  | 16,520 | 2024     | 2026               | \$6,577,986  | \$398.18  | MASONRY           |
| BID                   | PLATTEVILLE, WI                  | 31,100 | 2025     | 2026               | \$12,657,000 | \$406.98  | MASONRY           |
| ESTIMATE (DD by MB)   | UNION GROVE YORKVILLE, STATION 1 | 26,588 | 2025     | 2026               | \$10,901,072 | \$410.00  | MASONRY           |
| BID                   | HARRISON, WI STATION 1           | 26,292 | 2025     | 2026               | \$10,037,287 | \$381.76  | MASONRY           |
| ESTIMATE (DD by CM)   | LAKESIDE STATION 1, NEWVILLE, WI | 32,245 | 2026     | 2027               | \$15,184,459 | \$470.91  |                   |
| ESTIMATE (DD by CM)   | LAKESIDE STATION 2, EDGERTON, WI | 20,428 | 2026     | 2028               | \$9,443,644  | \$462.29  | MASONRY / 60 B    |
| ESTIMATE (DD by CM)   | LAKESIDE STATION 3, MILTON, WI   | 16,676 | 2026     | 2028               | \$9,362,642  | \$561.44  | MASON             |
| ESTIMATE (DD by CM)   | LAKESIDE STATION 4, MILTON, WI   | 20,791 | 2026     | 2027               | \$11,009,989 | \$529.56  | MASONRY           |

# COST OF WORK CONSTRUCTION COSTS





- Repairs anticipated: leaking due to building movement, replacement of panels,
- Anticipate major maintenance 20-30 years after construction
- Limited design options. Design impacts costs



## CONVENTIONAL MASONRY:

- Long-term regular maintenance include: tuckpointing, minor damaged brick replacement, roof replacement
- Anticipate major maintenance 50-75 years after construction



## ARCHITECTURAL PRECAST:

- Long-term maintenance include: tuckpointing/replacement of caulking between panels, roof replacement
- Anticipate major maintenance 30-50 years after construction
- Cost come down with panel repetition



## **QUESTIONS?**



# Thank you.





## CITY OF SHEBOYGAN REPORT 10-25-26

### BY CITY CLERK.

## AUGUST 11, 2025.

Submitting various license applications.

## **CHANGE OF PREMISE**

(Harbor Winds Hotel)

| <u>No.</u>  | <u>Name</u>                            | Address   |
|-------------|--|---|
| 3445        | J & J's Hotspot LLC                    | 1823 N. 12 <sup>th</sup> Street – Change of premise August 23, 2025 to include parking lot on South side of the building and current premise. |
| 1089        | Dave's Who's Inn                       | 835 Indiana Avenue – Change of premise September 7, 2025 to include parking lot on the East side of the building and current premise.         |
| <u>"CLA</u> | SS B" LIQUOR LICENSE (June 30, 2026) ( | NEW)  |
| <u>No.</u>  | Name                                   | Address   |
| 3028        | Harbor Winds Hotel LLC                 | 905 S. 8 <sup>th</sup> Street   |

NOTE: All licenses are recommended to be granted subject to approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.

## CITY OF SHEBOYGAN REPORT 11-25-26

### BY BOARD OF LICENSE EXAMINERS.

## **AUGUST 18, 2025.**

Submitting applications for Building Contractor License already granted:

2743 Jeffrey D Clark Carpenter Contractor

235 S Lake Ct

Sheboygan, WI 53081-7913

Robert A Taylor Carpenter Contractor

5248 Cty Rd B

Belgium, WI 53004-9605

## CITY OF SHEBOYGAN RESOLUTION 81-25-26

#### BY ALDERPERSONS DEKKER AND PERRELLA.

#### **AUGUST 18, 2025.**

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

WHEREAS, it is appropriate to suspend the rules in order to adopt this Resolution immediately due to the fact that this Lease Agreement is for the 2025-2026 school year and commences on September 2, 2025.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement in form substantially similar to the attached, upon approval by the City Attorney's Office.

| PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL |   |  |  |  |  |
|--|---|--|--|--|--|
| Presiding Officer  | Attest  |  |  |  |  |
| Ryan Sorenson, Mayor, City of Sheboygan                    | Meredith DeBruin, City Clerk, City of Sheboygan |  |  |  |  |

#### LEASE AGREEMENT

#### BETWEEN:

#### City of Sheboygan

("CITY")

#### Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

#### Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property" or "Maywood") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

- Leased Property. CITY agrees to lease classroom space to SASD, specifically the Pavilion and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School for educational programming. SASD shall use the West Pavilion door as main entrance and exit throughout each program day.
  - a. SASD shall provide MPA its anticipated schedule of use for each academic year by August 1 of such year.
  - b. SASD may be asked to adjust use of the Pavilion to accommodate pre-scheduled programming such as "Nature at Noon." These adjustments will be scheduled well in advance and, when appropriate, SASD students will be invited to attend.
  - c. MPA may provide SASD with student volunteer projects when appropriate.
  - d. MPA shall provide designated storage space for SASD's environmental education supplies. Should such space be inadequate for SASD's needs, the Parties shall in good faith coordinate additional storage space. SASD shall not store materials in a way that obstructs facility egress or movement and shall not use mechanical rooms

or equipment carts for storage. SASD staff shall supervise students when in storage areas.

- e. MPA shall provide SASD use of its projection equipment, carts, classrooms, sound equipment and the like, as well as use of the library's reference materials and program-related supplies except when MPA or City programming needs conflict. SASD personnel shall obtain MPA permission prior to such use, shall return all used property to its appropriate locations, and shall promptly notify MPA of any loss or damage. SASD shall be responsible for all damage caused or occasioned by SASD use.
- f. MPA shall provide SASD use of tools and equipment for cleaning areas of the Property used for programming. SASD shall ensure that all equipment and tools are returned to their appropriate locations after use. MPA shall provide restroom and cleaning supplies except that SASD shall supply any specific cleaning supplies needed for programming. SASD shall supply its own facial tissue and hand sanitizer.
- g. MPA shall provide use of a microwave and refrigerator in the Pavilion kitchenette. All other appliances and dishware are not available for SASD use. Hot plates, griddles, open flames etc., are prohibited indoors.
- 2. **Term**. This Lease commences at 8:00 a.m. on September 2, 2025 ("effective date") and expires at 3:00 p.m. on June 4, 2026. This Lease shall automatically renew for up to five successive one-year terms unless either Party provides the other thirty days' written notice of intent to not renew.
- 3. **Rent**. SASD shall pay to MPA \$1224.30 per month as rent (the "Rent"). Payments shall be made by check or electronic transfer on or before the 15<sup>th</sup> of each month during the Lease Term. MPA may use Rent funds to perform any of its duties under the Memorandum of Understanding between MPA and the City ("MOU"). SASD will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by SASD's financial institution. SASD shall not be responsible for paying utilities or other charges in relation to using the Property, such as electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.
- 4. **Tenant Improvements and Property**. SASD may not make improvements or permanent changes to the Property without prior authorization from the MPA Director and the City's Director of Public Works. SASD's personal property is not insured by the City or MPA for damage or loss, and neither the City nor MPA assume any liability for loss. SASD may

request modifications to address safety issues or school program education locations. Such modifications will be reviewed or performed by either MPA or City staff. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.

- 5. **Hold Harmless.** SASD agrees to hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
- 6. **Insurance**. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$2,000,000) per occurrence. The policy shall provide thirty (30) days written notice prior to cancellation served to the City and MPA and shall identify "the City of Sheboygan" and "Ellwood H. May Environmental Park Association" as additional insureds. Failure to provide or maintain such insurance shall immediately result in Lease termination. Each party shall obtain and maintain property insurance coverage for their respective assets.
- 7. **Amendments.** This Lease may only be amended or modified by a written document executed by the Parties.
- 8. **Assignment**. SASD shall not assign the Lease or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

#### 9. Termination.

- a. SASD may terminate this Lease at any time by providing 30 days' written notice to the other parties. SASD shall be obligated to pay Rent for the full month during which Termination occurs. In other words, if SASD notifies the parties on October 15 of its intent to terminate on November 15, SASD shall pay the full rent otherwise owed for the months of October and November.
- b. The City or MPA may terminate this Lease at any time if SASD defaults in its obligations and such default continues for a period of fifteen days or more after the non-defaulting party provides written notice to SASD specifying the default.

- 10. **Personnel**. SASD shall provide all personnel reasonably necessary for SASD's activities and programming. Such personnel shall be SASD employees or contractors. SASD shall be responsible for all aspects of hiring and employing its employees and contractors.
  - a. SASD personnel shall be responsible for student behavior and shall therefore arrive before or with students each day of programming and remain onsite until all students have departed for the day. Personnel will have knowledge of park rules, will relay and enforce park rules with students, and will, consistent with MPA's mission, encourage a respect for nature and all living things. Students not complying with park rules may be excluded from the Property.
  - b. SASD personnel shall be responsible for program registration, communicating with students and families regarding programming, and all program marketing.
  - c. SASD personnel shall limit disruptions to MPA staff.
- 11. **Maintenance**. City and MPA shall be responsible for facility maintenance. Major repairs and maintenance (any repair or maintenance valued at least \$100) shall be MPA's or the City's responsibility. SASD shall be responsible for maintaining SASD property. SASD shall maintain all MPA and City property in clean, safe condition and shall promptly wipe down same upon soiling. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.
  - a. **Trash and Recycling**. SASD shall empty all trash and recycling at the end of a programming day and place bags in the designated dumpster(s) at the Property. MPA will supply trash can liners for use as intended. SASD shall supply liners desired for crafts or other purposes.
  - b. **Daily Cleaning**. Except where otherwise noted, SASD shall be responsible for the following cleaning each day of programming:
    - i. Wash tables, sinks, counters, etc., with cleaning/disinfecting solution.
    - ii. Spot clean floors and keep floors free of objects that post a tripping hazard or that may prevent cleaning.
    - iii. MPA staff will regularly sweep and mop the buildings. SASD shall sweep and/or mop as-needed to prevent tracking messes to other parts of a building or to resolve safety hazards.
    - iv. Turn off all lights in classrooms and storage areas at the end of each day.

- v. Spot clean restrooms. MPA staff will regularly clean restroom facilities.
- vi. Clean all messes made during programming. Sinks, walls, paint brushes, sponges, etc., should be free of all residual mess after it has been cleaned.
- 12. **Security**. Maywood buildings are monitored by motion-detecting security systems, door alarms, fire alarms, and security cameras. SASD shall not hang or suspend objects within rooms in such a way that their movement may trigger the security system. SASD shall not prop doors open. SASD shall not block fire alarms, fire extinguishers, and exit lights from view or access. Each Party shall be responsible for supplying their own first aid kits. In emergency circumstances, anything available can be used.
- 13. **Campfires**. Campfires shall be scheduled in advance and coordinated with MPA staff, who may, in their professional judgment, prohibit campfires should weather or park conditions make such fires hazardous. SASD staff shall monitor campfires at all times and are responsible for ensuring each campfire is completely put out before leaving an area.
- 14. **Governing Law.** This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.
- 15. **Severability**. The invalidity or unenforceability of any provision of this Lease will not affect the validity of enforceability of any other provision of this Lease And this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- **16. Independent Parties.** Nothing in this Lease shall be construed to constitute any party as a partner, agent, or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf of or in the name of the other parties, except as set forth in this Lease. Each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.

This portion intentionally left blank

17. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address kept on record for each Party. Delivery shall be deemed effective upon personal delivery or deposit in United States mail. Routine business correspondence may be conducted by email, telephone, or in-person.

#### Ellwood H. May Environmental Park Association

Kendra Kelling, Park Director 3615 Mueller Rd. Sheboygan, WI 53083 Kendra.kelling@sheboyganwi.gov (920) 459-3906 Martha Steinbruecker, Board President 3615 Mueller Rd.
Sheboygan, WI 53083
<a href="mailto:martystein@charter.net">martystein@charter.net</a>
(920) 459-3906

# City of Sheboygan

Travis Peterson, Director of Public Works
2026 New Jersey Ave.

Sheboygan, WI 53081

Travis.peterson@sheboyganwi.gov
(920) 459-3440

Meredith DeBruin, City Clerk
828 Center Ave.
Sheboygan, WI 53081

Meredith.debruin@sheboyganwi.gov
(920) 459-3361

#### Sheboygan Area School District

Jacob Konrath, Superintendent
3330 Stahl Rd.
Sheboygan, WI 53081
jkonrath@sasd.net
(920) 459-3514

Jason Duff, Warriner High School Principal
712 Riverfront Dr.
Sheboygan, WI 53081
jduff@sasd.net
(920) 459-0945

- 18. **Entire Agreement.** This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supercedes any other oral or written agreement entered into between the Parties on the subject matter hereof.
- 19. **Waiver**. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision

of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.

- 20. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns.
- 21. **Force Majeure.** Neither Party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.
- 22. **Counterparts**. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the effective date.

| City of Sheboygan                       | Ellwood H. May Environmental Park Assoc of Sheboygan County, Inc. |
|---|---|
| Ryan Sorenson, Mayor                    | Martha Steinbruecker, President                                   |
| Meredith De Bruin, City Clerk           |   |
| Sheboygan Area School District          |   |
| Jacob Konrath, Superintendent           |   |
| Authorized by the City of Shehovgan pur | suant to Res _25_26   |

# CITY OF SHEBOYGAN RESOLUTION 82-25-26

#### BY ALDERPERSONS DEKKER AND PERRELLA.

# **AUGUST 18, 2025.**

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA.

WHEREAS, it is appropriate to suspend the rules in order to adopt this Resolution immediately due to the fact that this Lease Agreement is for the 2025-2026 school year and commences on September 2, 2025.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement in form substantially similar to the attached, upon approval by the City Attorney's Office.

| PASSED AND ADOPTED BY THE CIT           | Y OF SHEBOYGAN COMMON COUNCIL                   |
|---|---|
| Presiding Officer                       | Attest  |
| Ryan Sorenson, Mayor, City of Shebovgan | Meredith DeBruin, City Clerk, City of Sheboygan |

#### LEASE AGREEMENT

#### BETWEEN:

### City of Sheboygan

("CITY")

#### Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

#### AND

#### **Sheboygan County YMCA**

("YMCA")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property" or "Maywood") to YMCA and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

- Leased Property. CITY agrees to lease classroom space to YMCA, specifically the Basement Preschool Rooms and the Environmental Lab within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by YMCA for educational programming including Y-Koda Nature School. YMCA shall use the West Pavilion door as main entrance and exit throughout each program day. YMCA shall obtain MPA permission prior to using additional space beyond designated classrooms and restrooms are used.
  - a. YMCA shall provide MPA its anticipated schedule of use, specifying indoor spaces and classrooms, for each academic year by August 1 of such year.
  - b. YMCA may be asked to adjust use of the Pavilion to accommodate pre-scheduled programming such as "Nature at Noon." These adjustments will be scheduled well in advance and, when appropriate, YMCA students will be invited to attend.
  - c. MPA may provide YMCA with student volunteer projects when appropriate.
  - d. MPA shall provide designated storage space for YMCA's environmental education supplies. Should such space be inadequate for YMCA's needs, the Parties shall in good faith coordinate additional storage space. YMCA shall not store materials in

- a way that obstructs facility egress or movement and shall not use mechanical rooms or equipment carts for storage. YMCA staff shall supervise students when in storage areas.
- e. MPA shall provide YMCA use of its projection equipment, laminator, carts, classrooms, sound equipment and the like, as well as use of the library's reference materials and program-related supplies except when MPA or City programming needs conflict. YMCA personnel shall obtain MPA permission prior to such use, shall return all used property to its appropriate locations, and shall promptly notify MPA of any loss or damage. YMCA shall be responsible for all damage caused or occasioned by YMCA use.
- f. MPA shall provide YMCA use of tools and equipment for cleaning areas of the Property used for programming. YMCA shall ensure that all equipment and tools are returned to their appropriate locations after use. MPA shall provide restroom and cleaning supplies except that YMCA shall supply any specific cleaning supplies needed for programming. YMCA shall supply its own facial tissue and hand sanitizer.
- g. MPA shall provide use of its washer, dryer, refrigerators, freezers, microwaves, stove top, and oven. All users must help in keeping these appliances clean, free of dryer lint, free of old or expired food items, and accessible to all. Pots, pans, trays, plates, silverware, and cups may also be used, but these items should be cleaned promptly by the responsible party and returned to their respective storage locations. Maywood events take precedence for all appliance use. MPA and City make no guarantee of these appliances or replacement should they fail to operate correctly or become unusable.
- 2. **Term**. This Lease commences at 8:00 a.m. on September 2, 2025 ("effective date") and expires at 3:00 p.m. on June 4, 2026. This Lease shall automatically renew for up to five successive one-year terms unless either Party provides the other thirty days' written notice of intent to not renew.
- 3. **Rent and Fees**. YMCA shall pay rent and fees consistent with the Compensation Addendum attached and incorporated herein as Exhibit A.
  - a. Building Rent. YMCA shall pay \$10,500 annually as facility rent.
  - b. Usage Fee. YMCA shall pay \$0.50 per student attending an environmental education or homeschool program at Maywood. Such payment shall be made

- quarterly. YMCA shall pay \$5.00 per student attending a summer day camp held at Maywood and invoiced on October 5. If the total usage fee for summer camp is less than \$800.00, YMCA shall pay the difference to MPA as a Summer Use Fee.
- c. **Printing Fee.** YMCA shall pay MPA \$0.02 per copy for black and white printing and copying and \$0.07 per copy for color. The Printing Fee will be invoiced and paid monthly.
- d. Payments. Payments shall be made by check or electronic transfer on or before (date). YMCA will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by YMCA's financial institution. YMCA shall not be responsible for paying utilities or other charges in relation to using the Property, such as electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.
- 4. **Tenant Improvements and Property**. YMCA may not make improvements or permanent changes to the Property without prior authorization from the MPA Director and the City's Director of Public Works. YMCA's personal property is not insured by the City or MPA for damage or loss, and neither the City nor MPA assume any liability for loss. YMCA may request modifications to address safety issues or school program education locations. Such modifications will be reviewed or performed by either MPA or City staff. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
- 5. **Hold Harmless.** YMCA agrees to hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
- 6. **Insurance**. YMCA agrees that it shall furnish and maintain such liability insurance as will protect YMCA, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$2,000,000) per occurrence. The policy shall provide thirty (30) days written notice prior to cancellation served to the City and MPA and shall identify "the City of Sheboygan" and "Ellwood H. May Environmental Park Association" as additional insureds. Failure to provide or maintain such insurance shall immediately result in Lease termination. Each party shall obtain and maintain property insurance coverage for their respective assets. YMCA shall

maintain a supply and equipment inventory for all items stored at Maywood to facilitate claims management.

- 7. **Amendments.** This Lease may only be amended or modified by a written document executed by the Parties.
- 8. **Assignment**. YMCA shall not assign the Lease or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

#### 9. Termination.

- a. YMCA may terminate this Lease at any time by providing 30 days' written notice to the other parties. YMCA shall be obligated to pay Rent for the full month during which Termination occurs. In other words, if YMCA notifies the parties on October 15 of its intent to terminate on November 15, YMCA shall pay the full rent otherwise owed for the months of October and November.
- b. The City or MPA may terminate this Lease at any time if YMCA defaults in its obligations and such default continues for a period of fifteen days or more after the non-defaulting party provides written notice to YMCA specifying the default.
- 10. **Personnel**. YMCA shall provide all personnel reasonably necessary for YMCA's activities and programming. Such personnel shall be YMCA employees or contractors. YMCA shall be responsible for all aspects of hiring and employing its employees and contractors.
  - a. YMCA personnel shall be responsible for student behavior and shall therefore arrive before or with students each day of programming and remain onsite until all students have departed for the day. Personnel will have knowledge of park rules, will relay and enforce park rules with students, and will, consistent with MPA's mission, encourage a respect for nature and all living things. Students not complying with park rules may be excluded from the Property.
  - b. YMCA personnel shall be responsible for program registration, communicating with students and families regarding programming, and all program marketing. MPA will include marketing for these programs in its newsletters, e-newsletters, and social media as space permits.
  - c. YMCA personnel shall limit disruptions to MPA staff.

- 11. **Maintenance**. City and MPA shall be responsible for facility maintenance. Major repairs and maintenance (any repair or maintenance valued at least \$100) shall be MPA's or the City's responsibility. YMCA shall be responsible for maintaining YMCA property. YMCA shall maintain all MPA and City property in clean, safe condition and shall promptly wipe down same upon soiling. At the expiration of the term of this Lease, YMCA will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.
  - a. Custodial Services. MPA will provide custodial services to YMCA at a rate of \$19.38 per hour. Such rate may increase effective January 1, 2026. MPA will provide YMCA at least thirty days' written notice of any rate increase. The custodian will maintain a timecard delineating tasks completed and time therefore, which shall be made available to YMCA upon request.
  - b. **Trash and Recycling**. YMCA shall empty all trash and recycling at the end of a programming day and place bags in the designated dumpster(s) at the Property. MPA will supply trash can liners for use as intended. YMCA shall supply liners desired for crafts or other purposes.
  - c. **Daily Cleaning**. Except where otherwise noted, YMCA shall be responsible for the following cleaning each day of programming:
    - i. Wash tables, sinks, counters, etc., with cleaning/disinfecting solution.
    - ii. Spot clean floors and keep floors free of objects that post a tripping hazard or that may prevent cleaning.
    - iii. MPA staff will regularly sweep and mop the buildings. YMCA shall sweep and/or mop as-needed to prevent tracking messes to other parts of a building or to resolve safety hazards.
    - iv. Turn off all lights in classrooms and storage areas at the end of each day.
    - v. Spot clean restrooms. MPA staff will regularly clean restroom facilities.
    - vi. Clean all messes made during programming. Sinks, walls, paint brushes, sponges, etc., should be free of all residual mess after it has been cleaned.
    - vii. Any potential pest attractants shall be kept in sealed containers.
    - viii. YMCA shall promptly clean all dishes used or place same in the dishwasher. No dirty dishes shall be left on counters, in sinks, or in drying racks.
  - d. **Deep Cleaning.** UMCA shall conduct a thorough deep cleaning of the basement preschool rooms and the Environmental Lab at least twice a year. YMCA shall supply all equipment and supplies necessary for this cleaning.

e. **Snow Removal.** City will plow and/or salt the road and parking area as needed. City or MPA will clear a path from the preschool drop-off area to the basement doors and the staff door by 8:00 a.m. daily.

#### 12. Security.

- a. **Access**. MPA will provide approved YMCA staff a building key and security code for access to buildings during closed-to-public times. Lost or stolen keys shall be immediately reported to MPA. YMCA staff shall execute Maywood's Keyholder Agreement Policy prior to obtaining a building key or security code.
- b. Security Systems. YMCA staff shall be trained on building security systems. Maywood buildings are monitored by motion-detecting security systems, door alarms, fire alarms, and security cameras. YMCA shall not hang or suspend objects within rooms in such a way that their movement may trigger the security system. YMCA shall not prop doors open. YMCA shall not block fire alarms, fire extinguishers, and exit lights from view or access. Each Party shall be responsible for supplying their own first aid kits. In emergency circumstances, anything available can be used. YMCA shall provide a copy of Emergency Plans and Dropoff/Pickup Policy and Procedures, a list of staff members and emergency contact information and daily schedules to MPA and shall promptly report any changes to MPA.
- 13. **Reporting**. YMCA shall provide MPA attendance figures necessary for invoicing in a timely manner in accordance with the Compensation Addendum (Exhibit A). YMCA shall provide MPA a copy of each parent/teacher survey and other program evaluations received for use in assessing program quality and improvement opportunities.
- 14. **Campfires**. Campfires shall be scheduled in advance and coordinated with MPA staff, who may, in their professional judgment, prohibit campfires should weather or park conditions make such fires hazardous. YMCA staff shall monitor campfires at all times and are responsible for ensuring each campfire is completely put out before leaving an area.
- 15. Governing Law. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.
- 16. **Severability**. The invalidity or unenforceability of any provision of this Lease will not affect the validity of enforceability of any other provision of this Lease And this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

- 17. Independent Parties. Nothing in this Lease shall be construed to constitute any party as a partner, agent, or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf of or in the name of the other parties, except as set forth in this Lease. Each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.
- **18. Notice**. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address kept on record for each Party. Delivery shall be deemed effective upon personal delivery or deposit in United States mail. Routine business correspondence may be conducted by email, telephone, or in-person.

# Ellwood H. May Environmental Park Association

Kendra Kelling, Park Director 3615 Mueller Rd. Sheboygan, WI 53083 Kendra.kelling@sheboyganwi.gov (920) 459-3906 Martha Steinbruecker, Board President 3615 Mueller Rd. Sheboygan, WI 53083 martystein@charter.net (920) 459-3906

# City of Sheboygan

Travis Peterson, Director of Public Works
2026 New Jersey Ave.

Sheboygan, WI 53081

Travis.peterson@sheboyganwi.gov
(920) 459-3440

Meredith DeBruin, City Clerk
828 Center Ave.
Sheboygan, WI 53081

Meredith.debruin@sheboyganwi.gov
(920) 459-3361

# **Sheboygan County YMCA**

Mike Gustafson, CEO

812 Broughton Dr.

Sheboygan, WI 53081

mgustafson@sheboygancountyymca.org
(920) 451-8000

Jeremiah Dentz, Camp Y-Koda Director
W3340 Sunset Rd.
Sheboygan Falls, WI 53085
jdentz@sheboygancountyymca.org
(920) 980-2454

19. **Entire Agreement.** This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

- 20. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.
- 21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns.
- 22. **Force Majeure.** Neither Party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.
- 23. **Counterparts**. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the effective date.

| City of Sheboygan                      | Ellwood H. May Environmental Park Associof Sheboygan County, Inc. |
|--|---|
| Ryan Sorenson, Mayor                   | Martha Steinbruecker, President                                   |
| Meredith De Bruin, City Clerk          |   |
| Sheboygan County YMCA                  |   |
| Mike Gustafson, CEO                    | Jeremiah Dentz, Camp Y-Koda Director                              |
| Authorized by the City of Sheboygan pu | rsuant to Res25-26  |

# CITY OF SHEBOYGAN RESOLUTION 79-25-26

#### BY ALDERPERSONS DEKKER AND RUST.

# **AUGUST 11, 2025.**

A RESOLUTION authorizing the appropriate City officials to execute an easement amendment with Torginol, LLC.

WHEREAS, the City and Torginol, LLC entered into an Easement on August 16, 2021 recorded with the Sheboygan County Register of Deeds as Document No. 2121072, which allowed for the installation of a driveway and culvert between parcels 59281479081 and 59281479085; and

WHEREAS, Torginol, LLC desires to amend the Easement to allow for Easement termination if the parcels are, at some future point, no longer jointly operated and managed; and

WHEREAS, the City Attorney's Office and City Engineer have reviewed the proposal, suggested certain changes to support an existing drainage easement, and Torginol, LLC has agreed to same.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute the attached Easement Amendment and to forward same to Torginol, LLC for recording with the Sheboygan County Register of Deeds.

| PASSED AND ADOPTED BY THE CIT              | Y OF SHEBOYGAN COMMON COUNCIL                   |
|--|---|
| Presiding Officer                          | Attest  |
| Ryan Sorenson, Mayor, City of<br>Sheboygan | Meredith DeBruin, City Clerk, City of Sheboygan |

Document Number

# AMENDED AND RESTATED EASEMENT

THIS AMENDED AND RESTATED EASEMENT made this [●] day of August, 2025 but effective as of July 1, 2025, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, "GRANTOR," and Torginol, LLC, a Delaware limited liability company (as a successor-by-conversion of Torginol, Inc.) and its respective successors and assigns "GRANTEE";

#### WITNESSETH:

WHEREAS, GRANTOR and GRANTEE entered into that certain Easement, dated as of August 16, 2021, and recorded on August 19, 2021 in the Register of Deeds of Sheboygan County, Wisconsin as Instrument No. 2121072, "EXISTING AGREEMENT"; and

WHEREAS, GRANTOR and GRANTEE desire to amend and restate the Existing Agreement as of the date hereof in accordance with the terms hereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said GRANTOR, in consideration of one dollar (\$1.00) and other valuable consideration, and the covenants hereinafter contained, hereby grants to GRANTEE, its agents, employees, and invitees, an easement for transportation purposes over the portion of GRANTOR'S existing drainage easement described in Exhibit A.

In exchange for this easement, GRANTEE covenants to do the following at its expense:

- 1. To install and maintain (including any and all necessary cleaning and repairs), a culvert system approved by GRANTOR of sufficient size to allow GRANTOR to continue effectively managing water drainage in this location.
- 2. To construct any driveway placed in the easement area described in Exhibit A in accordance with the City of Sheboygan Engineering Department's required specifications.
- 3. To maintain any driveway placed in the easement area described in Exhibit A.
- 4. To promptly remove the culvert system and any driveway placed in the easement area described in Exhibit A upon termination of this easement. In such case, Grantee shall appropriately grade the easement area described in Exhibit A to ensure no disruption or impediment to proper water drainage consistent with the obligations set forth in the drainage easement recorded on 2/4/14 in the Register of Deeds of Sheboygan County, Wisconsin as Instrument No. 1982261.

The GRANTEE is also granted the associated necessary rights to carry out the covenants listed above.

GRANTEE'S easement shall last for so long as (x) Parcel # 59281479081 and Parcel # 59281479085 (collectively, "PARCELS") are both owned by GRANTEE (or its successors and assigns) or (y) notwithstanding the ownership of the Parcels, the Parcels are jointly operated by the same operator, unless the easement is earlier terminated by either GRANTEE or GRANTOR.

The rights and covenants herein contained shall run with the land and be binding upon the parties hereto and their successors and assigns.

Recording Area

Name and Return Address:



59281479081, 59281479084, and 59281479085 Parcel Identification Number (PIN) This is not a homestead property. IN WITNESS WHEREOF, GRANTOR has caused the execution of this document on the [ ullet ] day of August, 2025.

# GRANTOR: CITY OF SHEBOYGAN

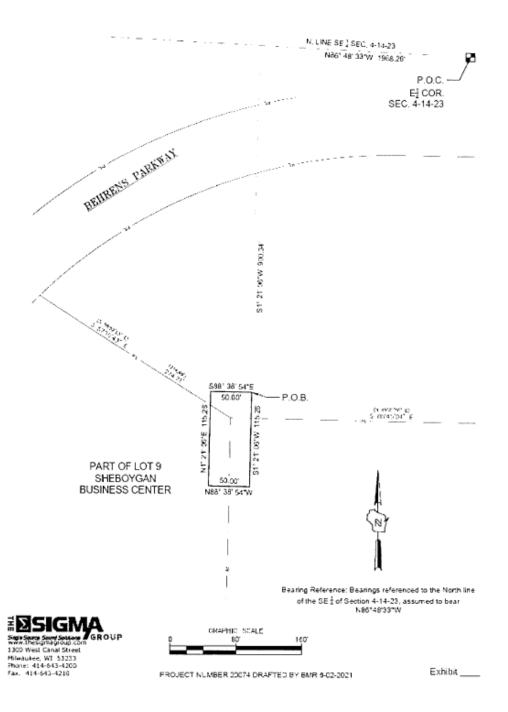
|  |                |                 | CITT OF S                 | BILLDOTGA                | IN                           |                 |
|--|----------------|-----------------|---------------------------|--------------------------|------------------------------|-----------------|
|  |                |                 |                           |                          |                              |                 |
|  |                |                 | BY:                       |                          |                              |                 |
|  |                |                 |                           | Name:<br>Title:          |                              |                 |
|  |                |                 | ATTEST:                   | <u></u>                  |                              |                 |
|  |                |                 |                           | Name:<br>Title:          |                              |                 |
| STATE OF WISCONSIN   | )              |                 |                           |                          |                              |                 |
|  | )              | SS.             |                           |                          |                              |                 |
| COUNTY OF SHEBOYGAN  | )              |                 |                           |                          |                              |                 |
| Personally came before m , [Signatory Title]                   |                |                 |                           |                          |                              | Name]<br>Title] |
| , of the above-named mun<br>the foregoing instrument, and to r | iicipa<br>ne k | al corp<br>nown | ooration, to m to be such | e known to be [Signatory | e the persons who Title] and | executed        |
| [Attestor Title] of foregoing instrument as such office        |                | •               |                           |                          | •                            | ecuted the      |
|  |                |                 | Notary I                  | Public, State o          | of Wisconsin                 |                 |
|  |                |                 | My com                    | mission expir            | res                          |                 |

| IN WITNESS W.  [ ● ] day of August, 202 |  | E has cause                              | ed the execution of this document on the   |
|---|--|--|--|
| [ - ])                                  |  |  | GRANTEE: TORGINOL, LLC, a Delaware limited liability company   |
|   |  | BY:                                      | Name:<br>Title:  |
| STATE OF                                | )  |  |  |
| COUNTY OF                               | ) SS.<br>)   |  |  |
| ,[Signatory person who executed the     | Title of the a foregoing instrument LLC, and acknowledge | bove-name<br>t, and to me<br>ged that he | gust, 2025, Signatory Name ed corporation, to me known to be the known to be such Signatory she executed the foregoing instrument as |
|   |  | •  | Public, State of Wisconsin mission expires   |
| This document is authori                | zed by and in accorda                                    | ance with F                              | Res. No[ • ]   |
| This instrument drafted b               | y:   |  |  |
| [ ● ]<br>WI State Bar No. [ ● ]         |  |  |  |

# ACKNOWLEDGED AND CONSENTED:

|   | FIP MASTER FUNDS<br>LLC,<br>a Delaware limited liabi   |   | •   |   |                                       |
|---|--|---|---|---|---------------------------------------|
|   | By: FIP ACQUISITION<br>Delaware limited liabilits Sole Equity Member   | lity compar                                     |   |   |                                       |
|   | By: FUNDAMENTA PROPERTIES, LLC, limited liability companies Member   | a Delawa  | are   |   |                                       |
| BY:   | Name:<br>Title:  |   |   |   |                                       |
| STATE O   | )F   | )   |   |   |                                       |
| COUNTY  | OF   | ) SS.   |   |   |                                       |
| sole memb<br>MASTER<br>instrument<br>XXVIII, LI | sonally came before me,  [Signatory Title]  per of FIP ACQUISITIC FUNDING XXVIII, LLC , and to me known to be s LC, and acknowledged the ration, by its authority. | _of FUND<br>ONS II, LL<br>C, to me kn<br>such[S | AMENTAL INCO:<br>C, which is the so<br>own to be the perso<br>ignatory Title] | ME PROPERTIES, le equity member on who executed the of FIP MASTER I | LLC, the of the FIP foregoing FUNDING |
|   |  |   | Notary Public, Sta<br>My commission ex  |   |                                       |

# **EXHIBIT A**



#### LEGAL DESCRIPTION

That part of Lot 9, in Sheboygan Business Center, in the Northwest 1/4 of the Southeast 1/4 of Section 4, Town 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows: Commencing at the East 1/4 corner of said Section 4; thence North 86°48'33" West, 1968.26 feet along the north line of said Southeast 1/4 section; thence South 1°21'06" West, 900.34 feet to the point of beginning; continue thence South 1°21'06" West, 115.28 feet; thence North 88°38'54" West, 50.00 feet; thence North 1°21'06" East, 115.28 feet; thence South 88°38'54" East, 50.00 feet to the point of beginning. Contains 5,764 square feet of land, more or less.

# CITY OF SHEBOYGAN RESOLUTION 80-25-26

#### BY ALDERPERSONS DEKKER AND RUST.

#### **AUGUST 11, 2025.**

A RESOLUTION authorizing a 2025 budget amendment and the Purchasing Agent to issue a purchase order for the purchase of Two Isolation Gate Gearboxes for the Wastewater Treatment Plant.

WHEREAS, the effective treatment of wastewater utilizes six large aeration basins, four of which have large openings between them to facilitate flow; and

WHEREAS, gates were installed in these openings to allow the isolation of one basin from the rest while allowing treatment to continue; and

WHEREAS these gates have been inoperable for several years and require new gearboxes to be made serviceable again; and

WHEREAS, two such gearboxes were budgeted for and approved for purchase earlier this year; and

WHEREAS, the manufacturer has identified benefits to fabricating all four needed gearboxes in the same year, including consistency and possible freight expenses; and

WHEREAS, the budget account which is being used for this purchase remains healthy.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a purchase order to Rodney Hunt of Houston, Texas, in the amount of \$46,000.00 for the purchase of two 5004 Hoist Head Combination w/ IB Gearboxes for the City of Sheboygan Wastewater Treatment Facility.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the associated expenses with the above purchase via the following 2025 budget amendment:

| amendment:   | 2020 oudget                   |
|--|-------------------------------|
| <ul> <li>INCREASE:</li> <li>Wastewater Fund – Wastewater – Improvements Other Than Buil (Acct. No. 630361-641100)</li> <li>Wastewater Fund – Fund Equity Applied (Acct. No. 630-493000)</li> </ul> | dings<br>\$46,000<br>\$46,000 |
|  |                               |
|  |                               |
|  |                               |
| PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMO  | ON COUNCIL                    |
| Presiding Officer Attest   |                               |

Meredith DeBruin, City Clerk, City of

Sheboygan

Ryan Sorenson, Mayor, City of

Sheboygan

# **CONFIDENTIAL**



# **QUOTE #SP24-375**

Date: 4/4/2025

**Expiration Date: 30 Days** 

25% With PO Payment: 75% NET30

Sheboygan WWTP, WI For:

Freight:

Total:

Contact: Rachel Lee - LAI, Ltd.

| <u>ltem #</u> | <u>Description</u>  | <u>Unit (</u> | <u>Cost</u> | QTY.              | <u>Total</u> |
|---------------|---|---------------|-------------|-------------------|--------------|
|               | Per Installation Dwg: C-14217 & C-14218                   |               |             |                   |              |
|               | 5004 Hoist Head combination with IB gearbox, 2.75" LH     | \$ 23,0       | 00.00       | 4                 | \$92,000.00  |
|               | * Special Order items are Non-Returnable/Non-Cancellable  |               |             |                   |              |
|               | * COMES WITH DIAL POSITION INDICATOR                      |               |             |                   |              |
|               | * DOES NOT INCLUDE MOUNTING ADAPTER PLATE FOR PEDE        | STAL AND      | HVDD        | NA/A DE           |              |
|               | * CUSTOMER TO MODIFY EXISTING PORTABLE OPERATOR TO        |               |             |                   |              |
|               | * NEW INSTALLTION DRAWING WILL BE PROVIDED FOR APPR       |               | II IVEVV    | GEARDOX           |              |
|               | * CUSTOMER TO FIELD DRILL AND TAP THE HOLE FOR EXTENS     |               | / FOR I     | I<br>POSITION INI | I DICATOR    |
|               | COSTONIER TO THEED DRILE AND TAIL THE HOLE FOR EXTERN     | l l           | , rok       |                   | JICATOR 1    |
|               |   |               |             |                   |              |
|               | * Estimated Lead Time For Drawing : 3-4 Weeks ARO         |               |             |                   |              |
|               | * Estimated Lead Time to Ship: 16-18 Weeks After Approval | Of Drawi      | ng          |                   |              |
|               | * APPLICABLE TAXES WILL BE ADDED AT THE TIME OF INVOICE   | ING           |             |                   |              |
|               | * Pricing Valid Only if All Items are Ordered as Quoted   |               |             |                   |              |
|               | * Quoted in US Dollars                                    |               |             |                   |              |
|               | * Genuine Rodney Hunt Replacement Parts                   |               |             |                   |              |
|               | * 2% Interest Per Month Will Be Added For Late Payment    |               |             |                   |              |
|               | * Quote Price Includes Standard Ground Shipping           |               |             |                   |              |
|               | * Submittals, Site Service Not Included                   |               |             |                   |              |
|               |   |               |             |                   |              |
| ddress PO to: | Rodney Hunt Inc. 46 Mill St. Orange, MA 01364             |               |             | Subtotal:         | \$92,000.00  |

We accept all major credit cards

Rodney Hunt SO# 70885-2 **QUOTE # SP24-375** Quote Prepared By: Lisa Kowalczyk (O) 978-544-7174

Email: Ikowalczyk@rodneyhunt.com

(cc Darshil Shah - spares@rodneyhunt.com 978-894-4475)

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Force Majeure: If there is delay in execution of the order due to any reason beyond our control, including but not limited to act of God, war, act or failure to act of government, act or omission of Buyer, fire, flood, earthquake, pandemic, strike or labor troubles, sabotage, or delay in obtainig from others suitable services, materials, components, equipment or transportation ("Force Majeure Event"), the delivery period shall be extended for the period equal to the delay and its consequences

Included

\$92,000.00

# CITY OF SHEBOYGAN RESOLUTION 77-25-26

#### BY ALDERPERSONS MITCHELL AND PERRELLA.

#### **AUGUST 11, 2025.**

A RESOLUTION appointing temporary special counsel to assist with prosecution of municipal traffic and ordinance violations.

RESOLVED: That the law firm of Hopp Neumann Humke LLP is appointed temporary special counsel for the City of Sheboygan to assist with prosecution of municipal traffic and ordinance violations in accordance with the terms of the engagement letter dated July 24, 2025, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That Deputy City Attorney Liz Majerus is hereby authorized to execute the attached Representation Agreement.

BE IT FURTHER RESOLVED: That payment for said services may be made from the City Attorney Department Contracted Services Account No. 101130-531100.

| PASSED AND ADOPTED BY THE CIT           | Y OF SHEBOYGAN COMMON COUNCIL                   |
|---|---|
| Presiding Officer                       | Attest  |
| Ryan Sorenson, Mayor, City of Sheboygan | Meredith DeBruin, City Clerk, City of Sheboygan |

July 24, 2025

Via E-mail Liz.Majerus@sheboyganwi.gov

Attorney Liz Majerus CITY OF SHEBOYGAN 828 Center Avenue, Suite 210 Sheboygan, WI 53081

Re: Ordinance Prosecution

Dear Attorney Majerus:

We are pleased to have the opportunity to represent the City of Sheboygan. As requested, we will represent the City with regards to its ordinance prosecution work.

The scope of our firm's representation may be broadened to cover additional matters after discussion with you and your agreement to the additional services. We have checked our records and, based on the information you have provided, we have determined that we have no conflict of interest in undertaking this representation.

The purpose of this letter is to confirm the understanding reached regarding the professional services you have retained our firm to provide as well as the basis and rate of our fees and the methods and procedures we use in billing for our services.

I will have primary responsibility for your representation. Certain other lawyers, paralegals and legal assistants as we believe are necessary and appropriate under the circumstances might also be involved. It is our policy, to the maximum extent compatible with a quality work product, to assign our personnel in a way designed to promote economy and efficiency.

Our fees will be based on the actual time spent by each attorney, paralegal or legal assistant working on your case multiplied by each person's respective hourly billing rate at that time.

Fractions of hours are computed in periods of not less than 1/10th of an hour. Our schedule of hourly rates for attorneys and other members of our professional staff is based on a number of matters, including years of experience, specialization and training of practice and level of professional attainment. Travel time, if any, is charged at applicable hourly billing rates based upon actual time spent in travel.

Our billing rate for paralegals and legal assistants is \$110.00 per hour and my municipal hourly rate is \$210.00 per hour. We do not ordinarily notify clients in advance of changes in

www.hopplaw.com

Attorney Liz Majerus

Re: City of Sheboygan – Ordinance Prosecution

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Page 2 of 4 July 24, 2025

rates, but that information is readily available and, upon request, will be communicated to you.

We will also charge you for all costs and expenses and disbursements made on your behalf, including filing fees, court costs, travel mileage, parking, messenger services, overnight delivery services and courier packages, if needed. Fees and expenses of others (such as experts, investigators, accountants, consultants, appraisers, and court reporters) may either be paid by our firm on your behalf and shown as disbursements on our statements or be invoiced directly to you for prompt payment to the originator of the invoice. We will advise you when retaining others to provide such services.

The fees and costs related to this matter are not predictable. Accordingly, we have made no commitment concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the firm's fees and costs is in no way contingent upon the ultimate outcome of the matter.

Billing statements are normally sent monthly for work performed and expenses incurred the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. In addition, interest may be imposed on the outstanding balance at the rate of 1% per month (12% per annum) until paid in full.

In the event that a statement is not paid when due, you will be responsible for the payment of all costs of collection, including the time which we spend on collection efforts based on our standard hourly rates and the reasonable attorneys' fees of other attorneys we may employ to collect our statement. If a statement remains unpaid despite our collection efforts, we may ultimately commence an action for judgment against you for the balance due, along with our costs and fees in the action.

All information disclosed on our statements to you (descriptions of services, hours, and billing rates) is confidential and should not be disclosed to any third parties (customers, clients, or others) unless required by law or court order. In instances where our statements must be disclosed to third parties to obtain reimbursement or will be needed to obtain approval of fees, we will prepare summary statements or otherwise modify our description to delete information subject to the attorney-client privilege and information which we consider proprietary to our firm.

Please be aware that either you or we may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate this engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide them with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission and you agree, absent extraordinary circumstances, to abide by that request and to promptly engage successor counsel to represent you. In the event that the representation is terminated for any reason by either party, you will be required to pay in full for fees and disbursements incurred as of the termination date.

Attorney Liz Majerus

Re: City of Sheboygan – Ordinance Prosecution

Page 3 of 4

Page 3 of 4 July 24, 2025

Unless terminated prior to completion of our engagement, our representation of you will terminate upon our sending you our final statement for services rendered in this matter. After our representation of you in connection with this matter is concluded, changes may occur in applicable laws or regulations which could have an impact on your future rights and liabilities. While we would be happy to continue to represent you, we can assume no continuing obligation to advise you with respect to future legal developments, unless you specifically engage us to provide additional advice.

Following any termination of representation, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly. Our own files, including lawyer work product, pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting materials, and internal lawyers' work product, such as drafts, notes, internal memoranda, legal and factual research, including investigative reports prepared by or for internal use of our lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention policy. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or materials retained by us within a reasonable time after the termination of the engagement without further notice to you, unless you specifically direct otherwise.

About Our Firm. Hopp Neumann Humke LLP is organized as a limited liability partnership solely to render professional legal services. Limited liability partners generally are not personally responsible for the liabilities and obligations of the partnership. As a limited liability partnership, Hopp Neumann Humke LLP is responsible for professional liabilities incurred by lawyers employed by the firm. Moreover, while each Hopp Neumann Humke LLP partner is individually responsible for all of his or her own work for clients, our partners are not personally liable for the acts of our other lawyers unless they were supervising the work in question. Hopp Neumann Humke LLP maintains professional liability insurance as required by the Rules of the Wisconsin Supreme Court.

While the Wisconsin Supreme Court requires us to provide you with this information, we want to assure you that the business entity of our firm does not change our commitment to providing you with the highest quality legal service possible.

We very much appreciate the opportunity to be of service to you. Our goal is to provide legal services to you on the most cost-effective basis possible, consistent with a high-quality work product. If at any time you wish to discuss our billing policies and procedures generally or particular statements specifically, please do not hesitate to contact me.

If the foregoing terms and conditions accurately summarize and confirm your understanding of our attorney-client engagement, please indicate your approval and acceptance by dating, signing, and returning this letter to me.

Attorney Liz Majerus

Item 15.

Re: City of Sheboygan – Ordinance Prosecution

Page 4 of 4 July 24, 2025

We look forward to serving you and working with you on this matter. Thank you very much for selecting our firm to represent you.

Very truly yours,

Oliver M. Bauer

e-mail: oliver.bauer@hopplaw.com

OMB/klb

| REPRESENTA  | TION AGREEMENT                             |
|---|--|
| The undersigned retains the profes as provided above. | ssional services of Hopp Neumann Humke LLP |
|   | CITY OF SHEBOYGAN                          |
| Dated:  | By:  |

# CITY OF SHEBOYGAN RESOLUTION 74-25-26

#### BY ALDERPERSONS DEKKER AND RUST.

# **AUGUST 4, 2025.**

A RESOLUTION vacating a 0.03 acre portion of right-of-way on the east side of North 5<sup>th</sup> Street adjacent to Lot 1, Block 5 of the Assessment Subdivision No. 21, 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 the vacation of the hereinafter described portion of right-of-way, with a legal description as attached hereto as "Exhibit A" (the "Discontinued Property") and incorporated by reference; 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 August 4, 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 August 22, 2025, August 29, 2025, and September 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 September 15, 2025 at 6:00 p.m. in the Sheboygan City Hall Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin; and

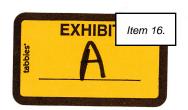
WHEREAS, no written objection to said discontinuance and vacation as set forth in Wis. Stat. § 66.1003(4)(c) has been filed with the City Clerk / a written objection to said discontinuance and vacation was filed with the City Clerk as set forth in Wis. Stat. § 66.1003(4)(c), but at least two thirds (2/3) 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 more fully on the attached Plat of Survey marked as "Exhibit B" is hereby vacated and discontinued under the provisions of Wis. Stat. § 66.1003(4).

BE IT FURTHER RESOLVED: That the premises herein described shall merge with the property adjacent to it and shall thereafter be considered as one. (Detach from 92531413 and attach to 59281005030)

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 alley in the office of the Register of Deeds for Sheboygan County, Wisconsin.

| PASSED AND ADOPTED BY THE CITY OF SH       | EBOYGAN COMMON COUNCIL                          |
|--|---|
| <del></del> ·                              |   |
| Presiding Officer                          | Attest  |
|  |   |
| Ryan Sorenson, Mayor, City of<br>Sheboygan | Meredith DeBruin, City Clerk, City of Sheboygan |





#### LEGAL DESCRIPTIONS FOR N.5 TH ST. VACATION

#### Land to be merged to 2505 N 5<sup>th</sup> St.

PART OF N. 5TH ST. ROAD RIGHT OF WAY ADJACENT TO LOT 1 BLOCK 5 OF THE ASSESSMENT SUBDIVISION NO. 21, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEGINNING AT THE SW CORNER OF LOT 1 OF BLOCK 5 OF ASSESSMENT SUBDIVISION NO. 21; THENCE N 08°50'34" W 131.74 FEET TO A POINT WHERE THE WEST LINE OF LOT 9 OF LAKE LAWN ADDITION EXTENDED SOUTH AND THE NORTH LINE OF SAID LOT 1 EXTENDED WEST MEET; THENCE ALONG SAID NORTH LINE EXTENSION, N89° 52'20" 20.05 FEET, TO THE NW CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1, S 00'05"14 W 130.22 FEET, TO THE SAID SW CORNER OF LOT 1 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,305 SQ. FT. (0.03 ACRES) OF LAND, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS.

#### Important note to be placed on Deed/Document

"Grantee(s) by recording this deed/document, agree(s) that the above-described premises shall merge with the property he/she/it/they own(s) adjacent to the above-described property and shall thereafter be considered as one. All future descriptions shall describe the premises as one unit in order to comply with section 71.08(1)(c) of Sheboygan County subdivision ordinance"

Detach from: 92531413 Attach to: 59281005030

# PLAT OF SURVEY

FOR: WILLIAM REES

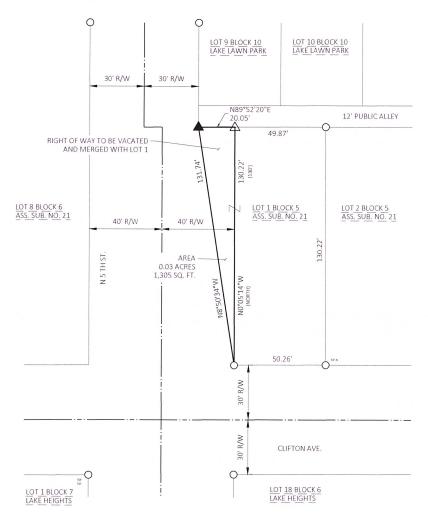
PURPOSE: PROPERTY SURVEY



PART OF N. 5TH ST. ROAD RIGHT OF WAY ADJACENT TO LOT 1 BLOCK 5 OF THE ASSESSMENT SUBDIVISION NO. 21, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEGINNING AT THE SW CORNER OF LOT 1 OF BLOCK 5 OF ASSESSMENT SUBDIVISION NO. 21; THENCE N 08°50'34" W 131.74 FEET TO A POINT WHERE THE WEST LINE OF LOT 9 OF LAKE LAWN ADDITION EXTENDED SOUTH AND THE NORTH LINE OF SAID LOT 1 EXTENDED WEST MEET; THENCE ALONG SAID NORTH LINE EXTENSION, N89° 52'20" 20.05 FEET, TO THE NW CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1, S 00'05"14 W 130.22 FEET, TO THE SAID SW CORNER OF LOT 1 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,305 SQ. FT. (0.03 ACRES) OF LAND, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS.





I, JEREMY J. HILDEBRAND, PROFESSIONAL LAND SURVEYOR OF ACRE TECH, LLC., HEREBY CERTIFY THAT I HAVE SURVEYED THE DESCRIBED PROPERTY AND THAT THE MAP IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEGGE AND BELIEF.



N3098 County Road OO Sheboygan Falls, WI 53085 acretechllc@gmail.com



SURVEY LEGEND



# CITY OF SHEBOYGAN GENERAL ORDINANCE 11-25-26

#### BY ALDERPERSONS DEKKER AND RUST.

#### **AUGUST 11, 2025.**

AN ORDINANCE creating a no parking zone on Ontario Avenue.

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

- **SECTION 1:** <u>AMENDMENT</u> Pursuant to Section 52-108 of the Sheboygan Municipal Code entitled "Prohibitions And Restrictions Authorized," the north side of Ontario Avenue from the west curbline of North 14<sup>th</sup> Street for a distance of 390 feet to the west is hereby added to the list of locations where parking is not permitted.
- **SECTION 2:** <u>AUTHORIZATION TO INSTALL SIGNAGE</u> The Department of Public Works and/or the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.
- **SECTION 3: 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 4:** <u>EFFECTIVE DATE</u> This Ordinance shall be in effect from and after its passage and publication according to law.

| PASSED AND ADOPTED BY THE CITY OF SH    | IEBOYGAN COMMON COUNCIL                         |
|---|---|
| Presiding Officer                       | Attest  |
| Ryan Sorenson, Mayor, City of Sheboygan | Meredith DeBruin, City Clerk, City of Sheboygan |

# CITY OF SHEBOYGAN ORDINANCE 13-25-26

#### BY ALDERPERSONS RUST AND LA FAVE.

#### **AUGUST 11, 2025.**

AN ORDINANCE amending section 52-109 of the Sheboygan Municipal Code with regard to 24-hour parking.

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

**SECTION 1:** <u>AMENDMENT</u> "Sec 52-109 Continuous Parking On Streets" of the Sheboygan Municipal Code is hereby *amended* as follows:

# AMENDMENT

Sec 52-109 Continuous Parking On Streets

No owner or operator of any vehicle shall park such vehicle or permit the vehicle to be parked on any street or alley for longer than 24 continuous hours. A vehicle will be in violation of this provision if it is moved less than ten feet from its prior position as measured by the distance from a designated fixed point to the point of contact between the vehicle's front tire and the parking surface.

(Code 1975, § 38-48; Code 1997, § 118-127; Ord. No. 30-97-98, § 1, 7-7-1997)

**SECTION 2: 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 3: EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

| PASSED AND ADOPTED BY THE C             | ITY OF SHEBOYGAN COMMON COUNCIL                 |
|---|---|
| Presiding Officer                       | Attest  |
| Ryan Sorenson, Mayor, City of Sheboygan | Meredith DeBruin, City Clerk, City of Sheboygan |

# CITY OF SHEBOYGAN RESOLUTION 78-25-26

#### BY ALDERPERSONS RUST AND LA FAVE.

# **AUGUST 11, 2025.**

A RESOLUTION approving the concept study for the Sheboygan Public Safety Complex by Wendel Company – Five Bugles Design.

WHEREAS, Wendel Company, home of the Five Bugles Design team, is a national architecture, engineering, energy efficiency, and construction management firm that specializes in fire stations, police stations, and emergency medical stations; and

WHEREAS, the City of Sheboygan Capital Improvements Plan included plans to address Fire Stations 2, 3, and a training facility since the 2020-2024 forecast; and

WHEREAS, the City of Sheboygan Capital Improvements Plan was updated for 2025-2029 to address multiple City department needs by constructing a Public Safety Campus, including police department training space, evidence storage, and polling stations for elections and

WHEREAS, Wendel Company – Five Bugles Design was retained to design the Public Safety Complex, for which a preliminary concept study has been reviewed by the Licensing, Hearings, and Public Safety Committee in executive session and has been vetted by the Fire Chief, Police Chief, and other City staff and has been found to achieve the project goals.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council approves the concept study for the City of Sheboygan Public Safety Complex and authorizes staff to move the project forward with developing a schematic design.

| 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 |  |