



PUBLIC WORKS COMMITTEE AGENDA

July 27, 2026 at 4:45 PM

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

Notice that the Public Works Committee will meet at 4:45 p.m.

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

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

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. **Approval of Minutes**
Public Works Committee Meeting held on July 13, 2026
5. **Public Comment**
Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Gen. Ord. No. 10-26-27 by Alderpersons Mitchell and Perrella amending section 48-2 of the Sheboygan Municipal Code so as to update the filing fee amount.
7. Res. No. 62-26-27 by Alderpersons Dekker and Kelly authorizing the City Engineer to enter into an Agreement with the Wisconsin Division of Emergency Management (WEM) to accept Hazard Mitigation Grant Program (HMGP) funds to protect wastewater infrastructure of the City of Sheboygan, specifically the sewer interceptor.
8. Res. No. 65-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to accept easements and to sign a memorandum of understanding for the City to construct, install, maintain, operate, repair, inspect, or remove a sanitary sewer.

- [9.](#) Res. No. 66-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to accept easements for the City of Sheboygan to construct, install, maintain, operate, repair, inspect, or remove a sanitary sewer.
- [10.](#) Res. No. 67-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to enter into an Addendum dated July 15, 2026, to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.
- [11.](#) Res. No. 68-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to enter a procurement contract with Pargreen Process Technologies for a final effluent (FE) strainer.
- [12.](#) Res. No. 69-26-27 by Alderpersons Dekker and Kelly confirming the selection of a Trojan UV Signa system to meet the Sheboygan Regional Wastewater Treatment Plant's (WWTP) disinfection needs.
- [13.](#) Res. No. 70-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to enter into a contract with APG Neuros to purchase an aeration blower.

TENTATIVE DATE OF NEXT REGULAR MEETING

14. Next Regular Meeting Date: August, 10, 2026

ADJOURN MEETING

15. Motion to Adjourn

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

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

CITY OF SHEBOYGAN

PUBLIC WORKS COMMITTEE MINUTES

Monday, July 13, 2026

OPENING OF MEETING

1. Call to Order

The meeting was called to order at 5:00 PM

2. Roll Call

Alderpersons present: Chair Dekker, Vice Chair Kelly, Boorse, Heidemann, Menzer - 5

3. Pledge of Allegiance

4. **Approval of Minutes**

Public Works Committee Meeting held on June 8, 2026

MOTION TO APPROVE MINUTES FROM JUNE 8, 2026

Motion made by Alderperson Kelly, Seconded by Alderperson Boorse

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

5. **Public Comment**

Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Res. No. 47-26-27 by Alderpersons Dekker and Kelly authorizing the Mayor to undertake the required actions to approve a buoy permit for a replacement buoy near the Edgewater Generating Station.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Kelly, Seconded by Alderperson Boorse

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

7. Res. No. 51-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to enter into a contract with Vinton Construction Company for the Erie Avenue and North 13th Street RRFB Project.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Kelly, Seconded by Alderperson Boorse

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

8. Res. No. 52-26-27 by Alderpersons Dekker and Kelly authorizing the Mayor to enter into a State/Municipal Agreement with the State of Wisconsin Department of Transportation to update the existing traffic signals at the intersection of Erie Avenue and North 14th Street.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Kelly, Seconded by Alderperson Boorse

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

9. Res. No. 53-26-27 by Alderpersons Dekker and Kelly authorizing the Mayor to enter into a State/Municipal Agreement with the State of Wisconsin Department of Transportation to update the existing traffic signals at the intersection of Indiana Avenue and South 14th Street.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Kelly, Seconded by Alderperson Boorse

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

10. Res. No. 54-26-27 by Alderpersons Dekker and Kelly authorizing the Purchasing Agent to issue a purchase order for one (1) 2027 TYMCO 600 Street Sweeper for the Motor Vehicle Division of the Department of Public Works.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Kelly, Seconded by Alderperson Boorse

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

11. Res. No. 57-26-27 by Alderpersons Dekker and Kelly authorizing the Director of Public Works to temporarily restrict access to a portion of beach August 7-9, 2026, and to authorize participating watercraft to dock and launch from a portion of the beach.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Kelly, Seconded by Alderperson Boorse

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

12. Res. No. 58-26-27 by Alderpersons Dekker and Kelly authorizing the Chief of Police to temporarily close certain streets, to prohibit parking, and to close boat ramps within the Harbor Centre Marina in support of the 2026 IHRA Mercury Racing Midwest Challenge, August 6-9, 2026.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Kelly, Seconded by Alderperson Heidemann

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

TENTATIVE DATE OF NEXT REGULAR MEETING

13. Next Regular Meeting Date: July 27, 2026

ADJOURN MEETING

Item 4.

14. Motion to Adjourn

MOTION TO ADJOURN AT 5:29 PM

Motion made by Alderperson Kelly, Seconded by Alderperson Menzer

Voting Yea: Dekker, Kelly, Boorse, Heidemann, Menzer - 5

**CITY OF SHEBOYGAN
ORDINANCE 10-26-27**

BY ALDERPERSONS MITCHELL AND PERRELLA.

JULY 27, 2026.

AN ORDINANCE amending section 48-2 of the Sheboygan Municipal Code so as to update the filing fee amount.

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

SECTION 1: **AMENDMENT** “Sec 48-2 Fees And Costs For Vacating Streets And Alleys” of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 48-2 Fees And Costs For Vacating Streets And Alleys

All petitions filed in the city clerk's office for vacation or discontinuance of streets and alleys, or portions thereof, under Wis. Stats. § 66.1003(2) shall be accompanied by a filing fee of \$125.00. In addition thereto, the applicant shall reimburse the city its costs for service and publication of notices required for the vacation or discontinuance.

(Code 1975, § 36-121; Code 1997, § 110-2; Ord. No. 60-00-01, § 29, 10-2-2000; Ord. No. 19-01-02, § 9, 8-6-2001; Ord. No. 53-05-06, § 1, 11-21-2005; Ord. No. 94-06-07, § 1, 3-19-2007)

AFTER AMENDMENT

Sec 48-2 Fees And Costs For Vacating Streets And Alleys

All petitions filed in the city clerk's office for vacation or discontinuance of streets and alleys, or portions thereof, under Wis. Stats. § 66.1003(2) shall be accompanied by a filing fee of ~~\$125.00~~ \$430.00. In addition thereto, the applicant shall reimburse the city its costs for service ~~and publication of notices~~ required for the vacation or discontinuance.

(Code 1975, § 36-121; Code 1997, § 110-2; Ord. No. 60-00-01, § 29, 10-2-2000; Ord. No. 19-01-02, § 9, 8-6-2001; Ord. No. 53-05-06, § 1, 11-21-2005; Ord. No. 94-06-07, § 1, 3-19-2007)

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



AGENDA ITEM MEMORANDUM

DATE: 7/10/2026

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 62-26-27 - authorizing the City Engineer to enter into an Agreement with the Wisconsin Division of Emergency Management (WEM) to accept Hazard Mitigation Grant Program (HMGP) funds to protect wastewater infrastructure of the City of Sheboygan, specifically the sewer interceptor.

ISSUE

Should the Public Works Committee recommend approving the resolution?

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

BACKGROUND/DISCUSSION

City staff applied for Hazard Mitigation Grant Program (HMGP) assistance in February 2023, and after many rounds of reviews and providing responses to questions, FEMA has formally approved the City's HMGP assistance application for construction of an engineered revetment and associated infrastructure protection along the Lake Michigan shoreline for the Lakeshore Interceptor Sewer.

HMGP makes grants available to state and local governments to implement long-term, cost-effective mitigation to protect property.

The project protects approximately 9,300 feet of shoreline sanitary sewer, elevates and armors 21 manholes, removes deteriorated groins, and constructs a maintenance access road. The existing interceptor pipe, which is one of the primary sewers serving the Wastewater Treatment Facility, is in very good structural condition and does not require rehabilitation. Many of the manhole structures require improvements, such as replacement, raising, or revetment, to address age and rising lake levels.

Approximately 6,000 feet of the sanitary sewer pipe will be protected by a stone revetment (See Figure 1). The revetment extends from the Wastewater Treatment Facility to High Avenue. This stone revetment will also create a maintenance access road, allowing DPW staff to easily inspect the sewer, whereas now access to the sewer is very difficult and nearly impossible with large equipment.

Improvements also include reconstructing the storm sewer from South 7th Street to the outfalls into Lake Michigan at the ends of Clara Avenue and Broadway and increasing the size of the parking lot at the end of High Avenue. These outfalls are often filled with sand, requiring cleaning and maintenance. The reconstruction of these outfalls will provide for better storm sewer flow and less maintenance by DPS staff.

Lakeview Park is also planned to be used as a staging area and will require closure during the construction of the revetment.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

Funding Structure:

- Total HMGP Subaward: **\$8,949,798.42**
 - Federal Share (FEMA): \$7,809,600.00
 - State Share (WEM): \$1,140,198.42
 - Also includes funds for staff and consultant time before and during the project.
- Estimated Local Share: **\$2,959,281.62**
 - Required Local Match: \$1,140,198.43
 - Ineligible Costs (local responsibility): \$1,819,083.19, which includes the Storm Sewer Improvements at Clara Avenue and Broadway and repaving the parking lot at the end of High Avenue.
 - Since Construction Bids have not been received, the final cost of the local share is unknown.

Additionally, FEMA has obligated \$504,499.84 in Subrecipient Management Costs (SRMC) to support grant administration. The SRMC funding will fund staff and consultant time to complete the required grant reporting, project tracking, and portions of the construction oversight.

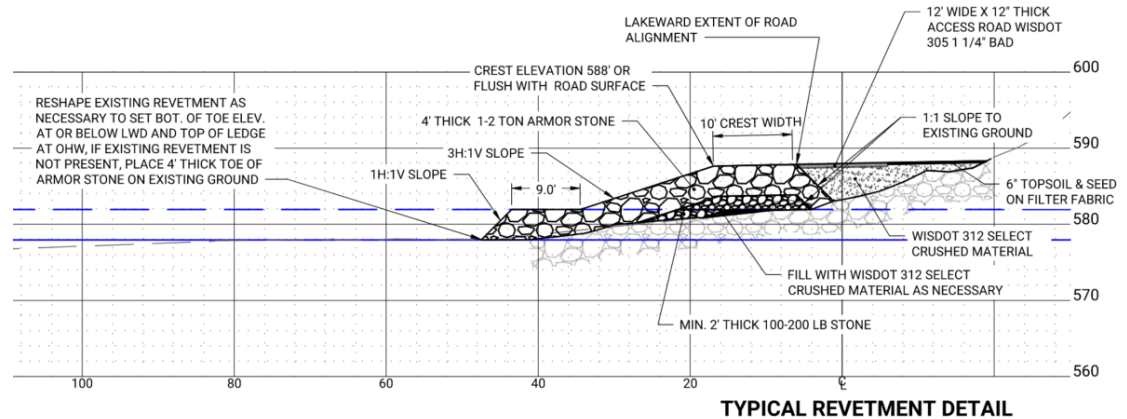


Figure 1 - Revetment Detail (along shoreline)

FUNDING IMPACT

The City previously allocated \$3,000,000 in the 2024 Capital Improvement Plan for this project. These funds remain in the Wastewater Fund balance and are available to meet the required match and ineligible cost share.

IF APPROVED, NEXT STEPS:

If approved, City staff will work with the consultant to complete plans and publicly bid the project. The current schedule includes public bidding this fall.

**CITY OF SHEBOYGAN
RESOLUTION 62-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

JULY 27, 2026.

A RESOLUTION authorizing the City Engineer to enter into an Agreement with the Wisconsin Division of Emergency Management (WEM) to accept Hazard Mitigation Grant Program (HMGP) funds to protect wastewater infrastructure of the City of Sheboygan, specifically the sewer interceptor.

WHEREAS, the City of Sheboygan applied for HMGP funds in 2023; and

WHEREAS, resolution 119-23-24 committed \$1,788,962.53 as matching local funds for an estimated total project cost of \$9,180,823.22; and

WHEREAS, costs have increased since 2023, and the estimated project cost is now \$11,909,080.04 with a required local match of \$2,959,281.62; and

WHEREAS, if the City accepts the HMGP funds, the City will receive \$8,949,798.42 in federal and state funds, with an additional \$504,499.84 available to cover grant management costs; and

WHEREAS, the 2024 Capital Improvement Plan and Budget included \$3,000,000 of Wastewater funds to be utilized for this project; and

WHEREAS, the previously allocated funds have been held in the Wastewater Fund's fund balance in anticipation of this grant approval to complete the project.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council designates the City Engineer as the Authorized Representative for HMGP Grant Purposes identified herein and directs the City Engineer to sign the HMGP Grant Agreement for protection of wastewater infrastructure of the City of Sheboygan, specifically the sewer interceptor.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make an amendment to the 2026 budget to cover the estimated cost of the construction contract and allowable grant management costs including local share as follows:

INCREASE:

Wastewater Fund - Wastewater - Improvements other than Buildings (Acct. No. 630361-641100)	\$12,413,579.88
Wastewater Fund - Federal Grants Other (Acct. No. 630-433000)	\$ 9,454,298.26
Wastewater Fund - Fund Equity Applied (Acct. No. 630-493000)	\$ 2,959,281.62

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

WISCONSIN DIVISION OF EMERGENCY MANAGEMENT
State-Local Hazard Mitigation Grant Program Assistance Agreement
FEMA-DR-4520-WI
Interceptor Sewer System Mitigation

CAGE Code: 3UMS2
SAM.gov Unique Entity Identifier (UEI): JJ7BCGBDMBN5

This Assistance Agreement between the Wisconsin Division of Emergency Management (WEM/ the Recipient) and the City of Sheboygan (the Subrecipient) shall be effective on the date signed by WEM and the Subrecipient. It shall apply to all Hazard Mitigation Grant Program (HMGP), assistance provided by or through WEM to the Subrecipient for the grant DR-4520-WI.

The purpose of this agreement is to formally recognize the goals of the HMGP and to establish guidelines by which HMGP funds are to be used. This agreement is in addition to the requirements outlined in the Assurances for Construction and Non-Construction Projects language that was signed either on paper or electronically by the subrecipient when submitting the HMGP subapplication.

Be it resolved by the Subrecipient, that the individual named below:

(Name and Title)

has the legal authority and is hereby authorized to execute documents for and on behalf of the Subrecipient. The designated individual is to be the authorized representative for obtaining HMGP funds.

The Subrecipient hereby assures and certifies that the project will comply with the applicable State of Wisconsin and federal regulations. Also, the Subrecipient gives assurance and certifies with respect to and as a condition for the subaward the following at a minimum:

1. This Assistance Agreement in the amount of \$11,909,080.04, including \$10,089,996.85 in eligible costs and \$1,819,083.19 in ineligible costs, will serve as the contract between WEM and the Subrecipient for the purpose of mitigating damage to the City of Sheboygan's Interceptor Sewer System. Of the eligible costs, 77.3994%, or \$7,809,600.00, is the federal share funded through FEMA. 11.3003%, or \$1,140,198.42, is the state share funded through WEM. The remaining 11.3003%, or \$1,140,198.43, plus the ineligible \$1,819,083.19, is the required local program match (may not be comprised of other federal funds or match to other federal funds, i.e. EMPG or match to EMPG). This total is \$2,959,281.62. If there is a cost under-run for the project, final reimbursement for the federal and state shares of the project costs will be adjusted based on the actual costs of the project. If costs exceed the amount approved, the Subrecipient is responsible for the costs in excess of the approved subaward.

In addition to the project funds listed above, FEMA has made available 5% of the total eligible project costs, or \$504,499.84, in in Subrecipient Management Costs (SRMC). SRMC consists entirely of federal funds and cover activities associated with managing the grants.

SRMC will be reimbursed at a rate of no more than 5% of actual documented project expenditures. FEMA awards the funding in increments of up to \$25,000.00, up to the total project funding approved. The remaining \$479,499.84 will be awarded after the first \$25,000.00 is expended and paid to the Subrecipient.

2. The Subrecipient will adhere to the special conditions as identified in the approval letter for the Record of Environmental Consideration (REC), dated 5/2025 and updated 12/2025 , in completing the project.
 - The Subrecipient must follow all applicable local, state, and federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If there is an unusual material encountered or there is an extraordinary amount of lead, asbestos, or other routinely encountered material, the Subrecipient must also contact the recipient and the relevant agency with authority for regulation of the material.
 - If ground-disturbing activities occur during implementation, the Subrecipient will monitor excavation activity, and if any artifacts or human remains are found during the excavation process all work is to cease, and the Subrecipient will notify WEM, FEMA, and the State Historic Preservation Officer (SHPO).
 - If deviations from the proposed scope of work result in design changes, the need for additional ground disturbance, additional removal of vegetation, or in any other unanticipated changes to the physical environment, the Subrecipient must contact WEM immediately and a re-evaluation under NEPA and other applicable environmental laws will be conducted by FEMA.
 - Erosion control measures as defined by the WDNR must be maintained throughout the project to avoid impacting nearby waterways.
 - A local or state permit may be necessary for construction in the floodplain and must be obtained prior to any construction.
 - Each year between April 15 and August 31 and prior to commencement of work, the applicant must survey the shoreline. When surveying the shoreline, remain close to the water and traverse wet sand to avoid potential nesting birds. If individual piping plovers are detected notify FEMA and FWS at fema-r5-environmental@fema.dhs.gov and GreenBay@fws.gov. Avoid and minimize disturbance by maintaining a minimum 150-foot buffer from known nests, individuals, and aggregations. Contact Jade Arneson, MN-WI Ecological Services Field Office, each June during project construction to determine if there are known nests in the area to avoid. Jade can be contacted at GreenBay@fws.gov.
 - Avoid and minimize disturbance to beach and dune vegetation and natural wrack deposits.
 - Conduct soil disturbing work within the forested habitat of the project action area between October 11 and April 14 to avoid disturbance to potential Rusty Patched Bumble Bee colonies during the nesting

- Restore the disturbed forested habitat with woodland floral resources preferred by rusty patched bumble bee that are well suited for the site's conditions. Species may include Dutchman's breeches (*Dicentra cucullaria*), Virginia blue bells (*Mertensia virginica*), Virginia waterleaf (*Hydrophyllum virginianum*), and Wood Betony (*Pedicularis canadensis*).
 - Between June 1 and July 31 and prior to commencement of work, applicant must survey open sand dune habitat within the project action area for individual Pitcher's Thistle plants. Not all individuals will be flowering. See Pitcher's Thistle document attached to the REC. If populations are found, institute a well-marked buffer to avoid tramping by foot or machinery.
 - Take reasonable measures to avoid the spread or introduction of invasive vegetation.
 - All borrow or fill material must come from pre-existing stockpiles or commercially procured material from a pre-existing source. If this is not the case, the subrecipient shall inform FEMA of the fill source so required agency consultations can be completed and FEMA approval will be required prior to beginning ground disturbing activities.
 - Any hazardous and contaminated materials discovered, generated, or used during construction of the Proposed or Connected Actions would be disposed of and handled by the subapplicant in accordance with applicable federal, state, and local regulations.
 - Particular attention should be given to the project conditions listed in Section 5 of the PEA before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
3. Once this Assistance Agreement is signed and returned to WEM, the Subrecipient may begin the project and the authorized representative may request reimbursement of expenses as identified in the budget included in the approved subapplication. The Subrecipient will need to complete and submit to WEM a Request for Reimbursement of Expenses with appropriate documentation in order to receive subaward funds. Advancement of funds may be made in some extraordinary situations upon prior approval of the recipient.

COSTS INCURRED PRIOR TO FEMA APPROVAL OF THE SUBAWARD, UNLESS PRE-AWARD COSTS WERE INCLUDED AND APPROVED IN THE SUBAPPLICATION, ARE NOT ALLOWABLE COSTS FOR THE SUBAWARD.

4. The authorized representative will be required to submit Quarterly Status Reports to the State Hazard Mitigation Officer (SHMO) within 15 days of the end of the quarter (January 15, April 15, July 15, and October 15 each year). Said reports will include the status of the project including property acquisition and demolition data, anticipated completion date, and financial information.
5. The Subrecipient will meet the following timeline for completing this grant:

Start Date	No later than 4/14/2026
Completion Date	2/14/2028

If the Subrecipient is delayed in their completion of the grant by an event beyond their control, a request for an extension must be received in writing 90 days prior to the completion date.

6. The performance period for the HMGP grant subaward will be 08/05/2021 to 07/31/2026.
7. The final request for reimbursement and a final report covering all aspects of the grant will be due 30 days after completion of the scope of work.
 - Copies of permits and forms as identified in the approval letter for the Record of Environmental Consideration and in number 2 of this document
 - Signed Environmental Closeout Declaration
 - Other information as required
8. The HMGP funds requested for the project shall not duplicate benefits received from any other disaster assistance program.
9. The Subrecipient will use HMGP funds solely for the purpose for which they are provided.
10. The Subrecipient shall maintain good standing with the National Flood Insurance Program (NFIP) and comply with local regulations pertaining to the NFIP.
11. The Subrecipient will update their floodplain ordinance to meet the current Wisconsin Department of Natural Resources requirements.
12. The Subrecipient will comply with all other policies and guidelines established by FEMA and WEM in administering the HMGP.
13. The Subrecipient will follow 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:
 - Transfer of funds among budget cost categories in any approved budget with a federal share in excess of the Simplified Acquisition Threshold (\$150,000 at the time this agreement was drafted) shall receive the prior approval of FEMA when such cumulative transfers among those cost categories exceed 10% of the total budget. (2 CFR Part 200.308(e))
 - Cost-sharing requirements found in 2 CFR Part 200.306.
 - Requirements for equipment and supply purchases and procurement found in 2 CFR Part 200 Sections 313, 314, and 322, respectively.
14. The Subrecipient will follow 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments.
15. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement of FEMA or reflects FEMA's views. The recipient and FEMA are free to copyright any original work developed under this agreement, and reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.
16. The Subrecipient will not enter into cost-plus-percentage-of-cost contracts for completion of the HMGP project.

17. The Subrecipient will not enter into any contract with any party that is debarred or suspended from participating in federal assistance programs. (See <https://www.sam.gov>.)
18. Per 2 CFR Part 25, register and maintain an active System for Award Management (SAM) (<http://www.sam.gov>) registration with current information through the life of the subaward. The Subrecipient is required to review and update information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate, and complete.
19. Records shall be retained three years following the date the HMGP is closed for Wisconsin's Presidential Disaster Declaration FEMA-4520-DR-WI, in accordance with 2 CFR Part 200.333.

SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE:

Date: _____

Name (printed)

Title

Jurisdiction

SIGNATURE OF THE RECIPIENT (WISCONSIN DIVISION OF EMERGENCY MANAGEMENT):

Date: _____

Hazard Mitigation Section Supervisor



AGENDA ITEM MEMORANDUM

DATE: 7/10/2026

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 65-26-27 - authorizing the appropriate City officials to accept easements and to sign a memorandum of understanding for the City to construct, install, maintain, operate, repair, inspect, or remove a sanitary sewer.

ISSUE

Should the Public Works Committee recommend approving the resolution?

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

BACKGROUND/DISCUSSION

Multiple permanent and temporary easements from Wisconsin Power and Light Company (WPL) are necessary for the construction of the Southside Interceptor Project, along with approval of a Memorandum of Understanding (MOU) governing fence relocation and restoration.

Construction requires crossing multiple WPL-owned parcels, including areas with transmission towers, utility corridors, and controlled-access fencing. To proceed, the City worked with WPL to secure easements and establish construction protocols.

Permanent easements grant the City perpetual rights to operate and maintain the sanitary sewer. Additionally, construction of the interceptor will require removal and relocation of fencing on WPL property, along Lakeshore Drive. The MOU establishes responsibilities and standards for this work.

FUNDING IMPACT

There is no cost to the city to obtain these easements.

IF APPROVED, NEXT STEPS:

If approved, City staff will accept the easements and the MOU and continue to finalize plans and publicly bid the project. The current schedule includes public bidding this fall.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 65-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

JULY 27, 2026.

A RESOLUTION authorizing the appropriate City officials to accept easements and to sign a memorandum of understanding for the City to construct, install, maintain, operate, repair, inspect, or remove a sanitary sewer.

WHEREAS, the City of Sheboygan plans to install a new Southside Interceptor to serve the south side of Sheboygan within the easement; and

WHEREAS, the construction of the sanitary sewer will require the removal and replacement of fencing along land owned by the Wisconsin Power and Light Company.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized and directed to accept the attached easements from Wisconsin Power and Light Company.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

Memorandum of Understanding

This agreement is entered into on this ____ day of _____, 2026 by and between **the City of Sheboygan (City) and Wisconsin Power and Light Company (WPL).**

The City of Sheboygan requests that fencing along Lakeshore Drive in conjunction with the Sanitary Sewer Project – along Lakeshore Drive be relocated.

NOW THEREFORE, the parties hereby have established the terms and conditions of their agreement as outlined below:

WPL permits the installation and maintenance of a fence within or across the area depicted on the attached Exhibit, provided that the fence does not unreasonably interfere with WPL's rights of access, operation, maintenance, repair, replacement, or expansion of its electric facilities. The City shall provide WPL with written notice of its intent to install the fence at least thirty (30) days prior to the planned installation. Upon receipt of such notice, WPL shall have twenty (20) days to provide its updated fencing standards and specifications to the City. In the event WPL doesn't respond this request within the twenty (20) allotted days the City shall apply the standards of seven (7') foot metal mesh with a rocked base, topped with a one (1') foot 3-barb outrigger guard and as shown on the attached Exhibit "A".

Prior to any installation, repair, replacement, or removal of fence posts or footings within the Easement Area, the City or its contractor shall notify Wisconsin One-Call (Diggers Hotline) to comply with all applicable locating, clearance and physical security requirements. Additionally, City shall contact Patrick Seifert, 507-279-8195 at WPL to notify WPL's facilities office of the planned said activities.

The initial fence installation, maintenance, repair, or removal shall be performed at the City's sole risk and expense. Within twenty (20) days after fence relocation, WPL shall supply the City with written confirmation that the fence was inspected and approved by WPL. Thereafter, fence maintenance responsibility reverts to WPL

All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed properly given if delivered by mail to:

Alliant Energy
Attn: Real Estate Department
200 1st Street SE
Cedar Rapids, IA 52406

CITY OF SHEBOYGAN

By: _____

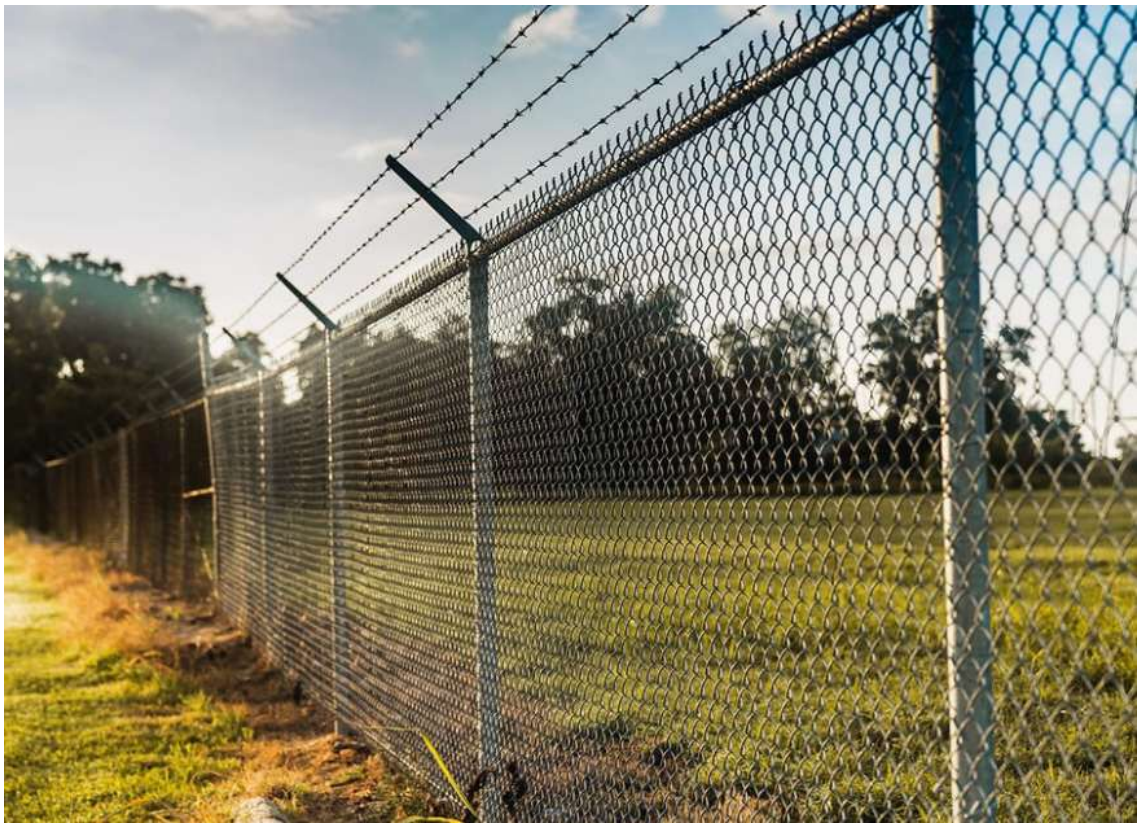
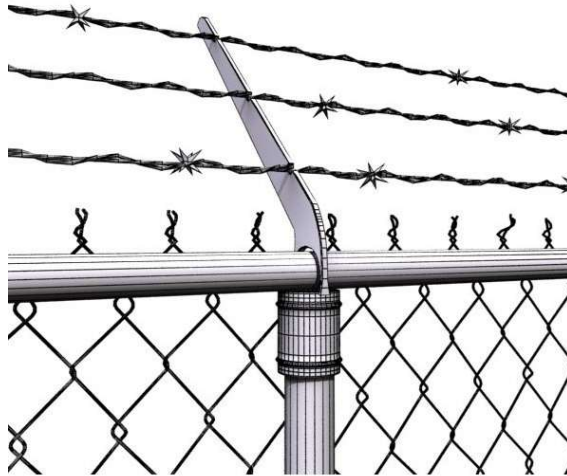
**WISCONSIN POWER AND LIGHT
COMPANY**



By: Erin Miller, Sr. Manager Operations

Exhibit “A”

Fencing standards of seven (7') foot metal mesh with a rocked base, topped with a one (1') foot 3-barb outrigged guard as substantially as shown in the illustrations below:



Easement For:

- | | |
|--|----------------------------------|
| - Overhead Electric Line Facilities | - Water Main or Pipe Facilities |
| - Underground Electric Line Facilities | - Sanitary Sewer Main Facilities |
| - Natural Gas Main or Pipe Facilities | - Storm Water Main Facilities |
| - Communication Line or Fiber Optic Facilities | - Ingress and Egress |

Strike the above facilities **NOT** included in this easement.

The undersigned **Grantor, Wisconsin Power and Light Company, a a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Madison, Wisconsin, the Grantor herein**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **City of Sheboygan, the Grantee herein**, the Grantees successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect or remove the above designated facilities upon, in, over and across lands owned by the Grantor in the City of Sheboygan, County of Sheboygan, State of Wisconsin, said easement to be varied in width described as follows:

See Exhibits, attached hereto and made a part thereof.

The side margins of the easement strip are lengthened or shortened to terminate at the Landowner's property lines that are intersected by the above described reference line.

The Grantee is also granted the associated necessary rights to:

- 1) enter upon the premises described above for the purposes of exercising the rights conferred by this easement,
- 2) have reasonable ingress and egress for personnel, equipment and vehicles to and from said easement area across the property of the Landowner adjacent thereto,
- 3) construct, install, maintain, operate, repair, replace, rebuild, inspect and remove the above designated facilities and other appurtenances upon, over and under said premises.

The Grantee shall pay for all damages to property of the Grantor and all losses arising at any time out of the exercise by it of the rights herein granted caused by the construction, maintenance or removal of said facilities. Prior to the exercise of any of the rights given to the Grantee herein, Grantee agrees to give Grantor reasonable advance notice in writing of the exercise of such rights. Grantee understands that the Grantor is a public utility and in the exercise of its business presently has wires, cables, pipes, poles, structures, and other associated appurtenances upon, over and under the property described in this instrument and in the ordinary exercise of its business may be required to replace, repair or reconstruct said wires, cables, pipes, poles, structures and other associated appurtenances upon, over and under said premises. Therefore, Grantee hereby agrees that if at any time the Grantor is required to go upon the premises described herein or under said premises for the purpose of repairing, replacing or reconstruction or adding to of said wires, cables, pipes, poles, structures and other associated appurtenances, the Grantee will at its own cost and expense remove, relocate or protect its property placed upon said premises at the request of the Grantor in such a manner as Grantor in its sole discretion may request. **The Grantee** shall not have the right to erect any fence or building on such land other than the above designated facilities and associated appurtenances and the right is hereby expressly reserved to Wisconsin Power and Light Company, its successors and assigns of every use and enjoyment of said land, including the right to grant additional easements. It is further understood and agreed, by the Grantee that it will at all times protect, indemnify, save and hold harmless Wisconsin Power and Light Company, its officers, employees, and agents, against and from any and all claims arising out of or from any accidents or other occurrences on or about the easement premises causing injury to any person or persons or damage to property, whomsoever or whatsoever (including, but not limited to the employees of the Grantee) and due directly or indirectly to the use of the easement premises or any part thereof by said Grantee, its employees, agents, customers, guests or invitees, provided, however, that in no event shall Grantee indemnify Wisconsin Power and Light Company for direct damage claims to the extent arising out of the negligent acts or omissions of Wisconsin Power and Light Company, its officers, employees or agents.

Grantee agrees that it will call diggers hotline prior to any excavation on the easement/not levy any special assessments against Grantor's land as a result of the facilities placed thereon.

This agreement is binding upon the heirs, successors and assigns of the parties hereto; and shall run with the lands described herein.

Record this document with the Register of Deeds

Name and Return Address:

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

Parcel Identification Number(s)

59281321170; 59030450210; 59030450240;
59030450730; 59030450740; 59281324003;
59281321274

WITNESS the signature of the Grantor this 23RD day of DECEMBER 2025.

WISCONSIN POWER AND LIGHT COMPANY

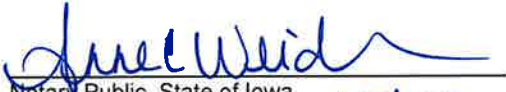
By: 

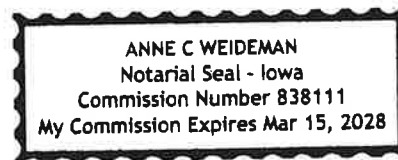
Erin Miller, Sr. Manager, Operational Performance and Strategy

ACKNOWLEDGEMENT

STATE OF IOWA)
) SS
COUNTY OF LINN)

The foregoing instrument was acknowledged before me this 23RD day of DECEMBER 2025 by Erin Miller to me known as an officer of WISCONSIN POWER AND LIGHT COMPANY, a Wisconsin corporation on behalf of the corporation.


Notary Public, State of Iowa
My Commission Expires: 03/15/2028



This instrument drafted by Wisconsin Power and Light Company

Prepared By

Checked By

Exhibit "A"**Lands owned by Grantor:**

Located in the Southwest Quarter (SW $\frac{1}{4}$) of Section 35, AND the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 2, all in Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

All that part of Lots 1 & 2, Sec. 2, T. 14 N., Range 23 E, lying and being Easterly and Northerly of the center of the so-called Black River Road running Southeasterly and Northwesterly through said lots, excepting therefrom the following described lands:

Beginning at the intersection of the center line of public highway known as Black River Road with the South line of said Lot 2, thence North 40° 50' West along the center of said road 335.75 feet; thence East, parallel to the South line of said Lot 4, 583.4 feet to the highwater mark of Lake Michigan; thence Southerly along said highwater mark to the south line of said Lot 2; thence West along said South line of Lot 2, to the place of beginning. Said excepted parcel containing 2.8 acres more or less.

Grantor's deed being recorded on March 24, 1931, as Document Number 280979 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Easement area:

The easement area being varied in width, being more particularly depicted on the attached "Easement Exhibit 1", of the above-described real estate.

AND**Lands owned by Grantor:**

Located in the Northeast Quarter (NE $\frac{1}{4}$) of Section 2, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Commencing 259.8 feet south of the northwest corner of Government Lot 2, Section 2, T 14 N, R 23 E; thence East 269.05 feet; thence North 80.95 feet; thence West 39.8 feet; thence North 95.0 feet; thence East 186.11 feet to the center line of the road known as Black River Road; thence along center line of said road in a northwesterly direction 605.9 feet to the west line of Government Lot 1 of said Section 2; thence South to the point of beginning, being approximately 3.17 acres more or less.

Grantor's deed being recorded on January 13, 1967, as Document Number 887740 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Easement area:

The easement area being varied in width, being more particularly depicted on the attached "Easement Exhibit 2", of the above-described real estate.

AND**Lands owned by Grantor:**

Located in the Northeast Quarter (NE $\frac{1}{4}$) of Section 2, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Beginning at a point in the center line of the highway, which point is 71 feet North of the southwest corner of Gov't. Lot 2 – Section 2 T 14 N R 23 E, thence continuing North along said center line of highway 350 feet; to the south line of the Fischer property; thence east, parallel to the south line of said Lot 2, 255 feet to a concrete post; thence southwesterly in a

direct line, 439.4 feet to the place of beginning. Containing 1.02 acre, more or less, and being a part of said Gov't. Lot 2.

AND

Beginning at a point in the center of the highway, which point is 421 feet north of the Southwest corner of Government Lot 2 – Sec. 2 – T14N – R23E. Thence north along said center of highway 647.5 feet to the North property line of Grantors; thence East along said North property line 574.9 feet to the center of Black River Road; thence South 40° 00' East along said center of Black River Road 150 feet; thence South 40° 28' West 692.9 feet to a concrete post; thence west, parallel to the South line of said Government Lot 2, 255 feet to the place of beginning. Containing 7.35 acres, more or less, and being a part of said Government Lot 2.

Grantor's deeds being recorded on December 27, 1929, as Document Number 264881a, AND on January 25, 1934, as Document Number 308328 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Easement area:

The easement area being varied in width, being more particularly depicted on the attached "Easement Exhibit 3", of the above-described real estate.

AND

Lands owned by Grantor:

Located in the Northwest Quarter (NW¼) of Section 2, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

The North 10 acres of the South 997.2 feet of the Southeast Quarter of the Northwest Quarter of Section 2, Township 14 North, Range 23 East, all in Sheboygan County, Wisconsin.

Grantor's deed being recorded on June 24, 1968, as Document Number 903631 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Easement area:

The easement area being varied in width, being more particularly depicted on the attached "Easement Exhibit 4", of the above-described real estate.

AND

Lands owned by Grantor:

Located in the Northwest Quarter (NW¼) of Section 2, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

The S½ of the S½ of the SE¼ of the NW¼ of Section 2 – T14N – R23E Containing 10 acres more or less.

Grantor's deed being recorded on January 25, 1934, as Document Number 308328 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Easement area:

The easement area being varied in width, being more particularly depicted on the attached "Easement Exhibit 5", of the above-described real estate.

AND

Lands owned by Grantor:

Located in the Northwest Quarter (NW¼) of Section 2, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

The S½ of the S½ of the SE¼ of the NW¼ of Section 2 – T14N – R23E Containing 10 acres more or less.

AND

Commencing at the West Quarter Corner of Section 2, Town 14 North, Range 23 East; thence North 87 degrees 54 minutes 00 seconds East 1322.82 feet along the East-West Quarter line of said Section 2, to the West line of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of said Section 2 and the point of beginning; thence continuing North 87 degrees 54 minutes 00 seconds East 666.96 feet along the East-West Quarter line of said Section 2; thence South 00 degrees 13 minutes 08 seconds East 531.60 feet to the center of Fisherman's Creek; thence Northwesterly along the meandering centerline of Fisherman's Creek to a point on the West line of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of said Section 2, said point being South 00 degrees 09 minutes 07 seconds East of said point of beginning; thence North 00 degrees 09 minutes 07 seconds West 133.30 feet to the point of beginning, containing 5.04 acres, being all in the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 2, Town 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Grantor's deeds being recorded on January 25, 1934, as Document Number 308328, AND on March 15, 1989, as Document Number 1182863 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Easement area:

The easement area being varied in width, being more particularly depicted on the attached "Easement Exhibit 6", of the above-described real estate.

AND

Lands owned by Grantor:

Located in the Northwest Quarter (NW¼) of Section 2, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

The south one hundred fifty (150) feet of the Southwest quarter of the Northwest quarter of Section 2, Township 14 North, Range 23 East, Sheboygan County, Wisconsin.

AND

Part of the SW¼ of the NW¼ of Section 2, Town 14 North Range 23 East, located in the Town of Wilson, Sheboygan County, Wis. containing 4.55 acres and described as commencing at the West quarter corner of said Section 2, thence N. 1° - 31' - 50" E. 150 feet along the West section line to the point of beginning, thence continue N. 1° - 31' - 50" E 150 feet, thence N. 89° - 19' - 25" E. 1321.86 feet, thence S. 1° - 25' - 16" W. 150 feet, thence S. 89° - 19' - 25" W. 1322.15 feet to the West Section line and the point of beginning.

Grantor's deed being recorded on September 4, 1930, as Document Number 273903a, AND Certified Survey Map as recorded on April 5, 1968, as Document Number 901016 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Easement area:

The easement area being varied in width, being more particularly depicted on the attached "Easement Exhibit 7", of the above-described real estate.

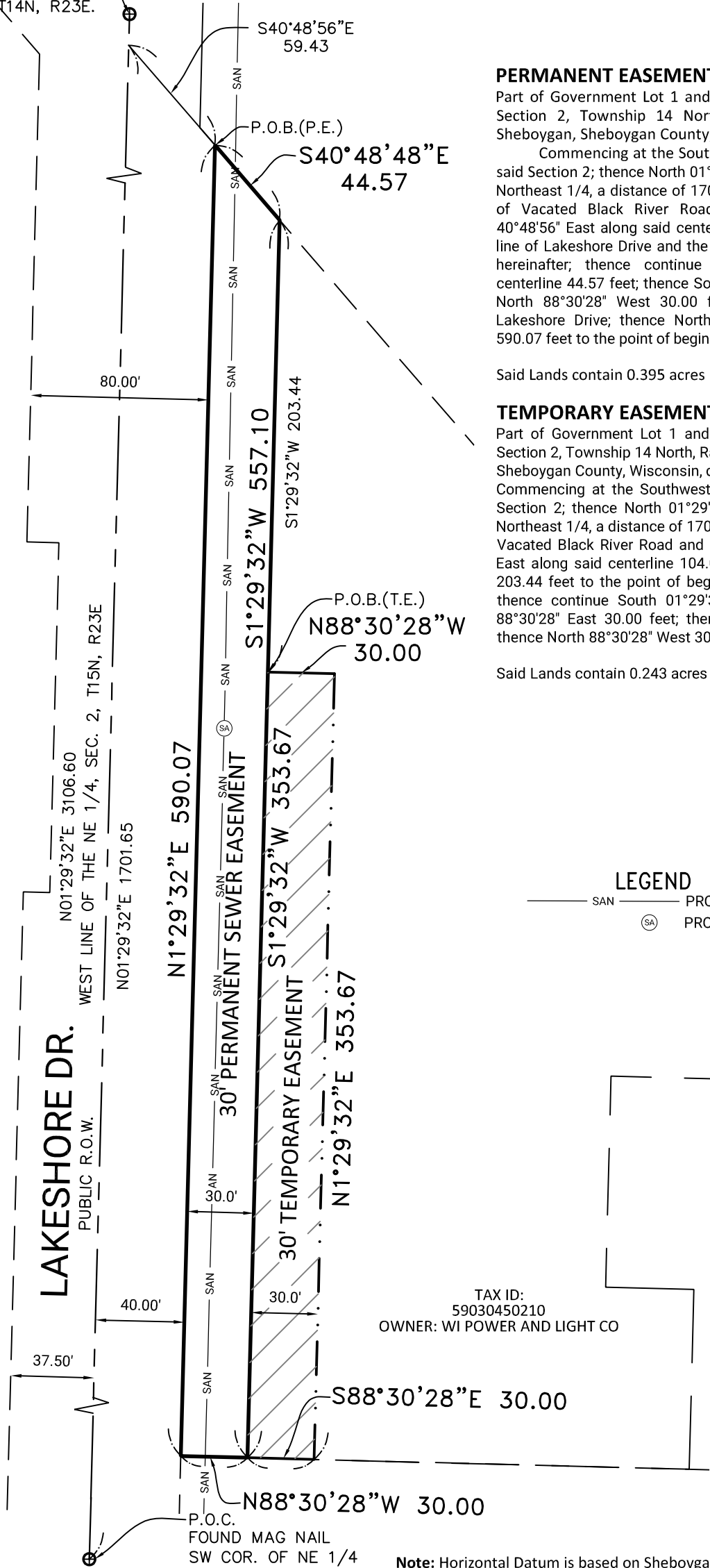
Item 8.

26

EASEMENT EXHIBIT 2

Item 8.

FOUND MAG NAIL
NW COR. OF NE 1/4
SEC. 2, T14N, R23E.



PERMANENT EASEMENT:

Part of Government Lot 1 and 3, being a part of Northeast 1/4 of Section 2, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southwest corner of the Northeast 1/4 of said Section 2; thence North 01°29'32" East along the West line of said Northeast 1/4, a distance of 1701.65 feet to a point in the centerline of Vacated Black River Road and it's extension; thence South 40°48'56" East along said centerline 59.43 feet to a point in the East line of Lakeshore Drive and the point of beginning of lands described hereinafter; thence continue South 40°48'48" East along said centerline 44.57 feet; thence South 1°29'32" West 557.10 feet; thence North 88°30'28" West 30.00 feet to a point in the East line of Lakeshore Drive; thence North 1°29'32" East along said East line 590.07 feet to the point of beginning.

Said Lands contain 0.395 acres more or less.

TEMPORARY EASEMENT:

Part of Government Lot 1 and 3, being a part of Northeast 1/4 of Section 2, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southwest corner of the Northeast 1/4 of said Section 2; thence North 01°29'32" East along the West line of said Northeast 1/4, a distance of 1701.65 feet to a point in the centerline of Vacated Black River Road and it's extension; thence South 40°48'56" East along said centerline 104.00 feet; thence South 01°29'32" West 203.44 feet to the point of beginning of lands described hereinafter; thence continue South 01°29'32" West 353.67 feet; thence South 88°30'28" East 30.00 feet; thence North 1°29'32" East 353.67 feet; thence North 88°30'28" West 30.00 feet to the point of beginning.

Said Lands contain 0.243 acres more or less.

LEGEND

- SAN PROP. SANITARY SEWER
- SA PROP. SANITARY MANHOLE

TAX ID:
59030450210
OWNER: WI POWER AND LIGHT CO



Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

SHEET: 1 OF 1

OWNER: CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

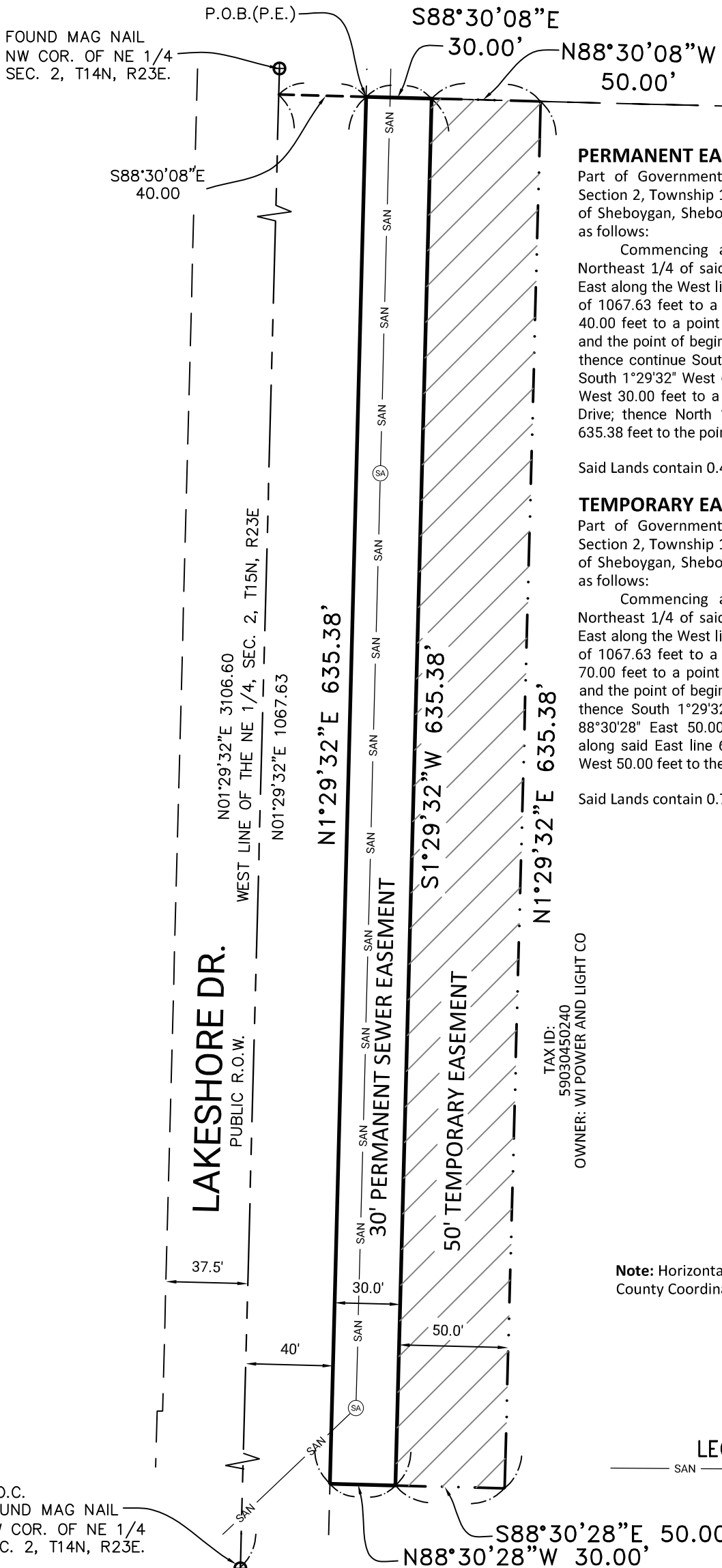
	BY	DATE
SURVEYED BY	JDS	05/27/24
PREPARED BY	FXA	01/06/25
CHECKED BY	AJM	01/07/25
REVISED	FXA	07/11/25

Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900

27

EASEMENT EXHIBIT 3

Item 8.



PERMANENT EASEMENT:
Part of Government Lot 2, in the Northeast 1/4 of Section 2, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southwest corner of the Northeast 1/4 of said Section 2; thence North 01°29'32" East along the West line of said Northeast 1/4, a distance of 1067.63 feet to a point; thence South 88°30'08" East 40.00 feet to a point in the East line of Lakeshore Drive and the point of beginning of lands described hereinafter; thence continue South 88°30'08" East 30.00 feet; thence South 1°29'32" West 635.38 feet; thence North 88°30'28" West 30.00 feet to a point in the East line of Lakeshore Drive; thence North 1°29'32" East along said East line 635.38 feet to the point of beginning.

Said Lands contain 0.438 acres more or less.

TEMPORARY EASEMENT:
Part of Government Lot 2, in the Northeast 1/4 of Section 2, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southwest corner of the Northeast 1/4 of said Section 2; thence North 01°29'32" East along the West line of said Northeast 1/4, a distance of 1067.63 feet to a point; thence South 88°30'08" East 70.00 feet to a point in the East line of Lakeshore Drive and the point of beginning of lands described hereinafter; thence South 1°29'32" West 635.38 feet; thence South 88°30'28" East 50.00 feet; thence North 1°29'32" East along said East line 635.38 feet; thence North 88°30'08" West 50.00 feet to the point of beginning.

Said Lands contain 0.729 acres more or less.

Note: Horizontal Datum is based on Sheboygan County Coordinate System.



LEGEND

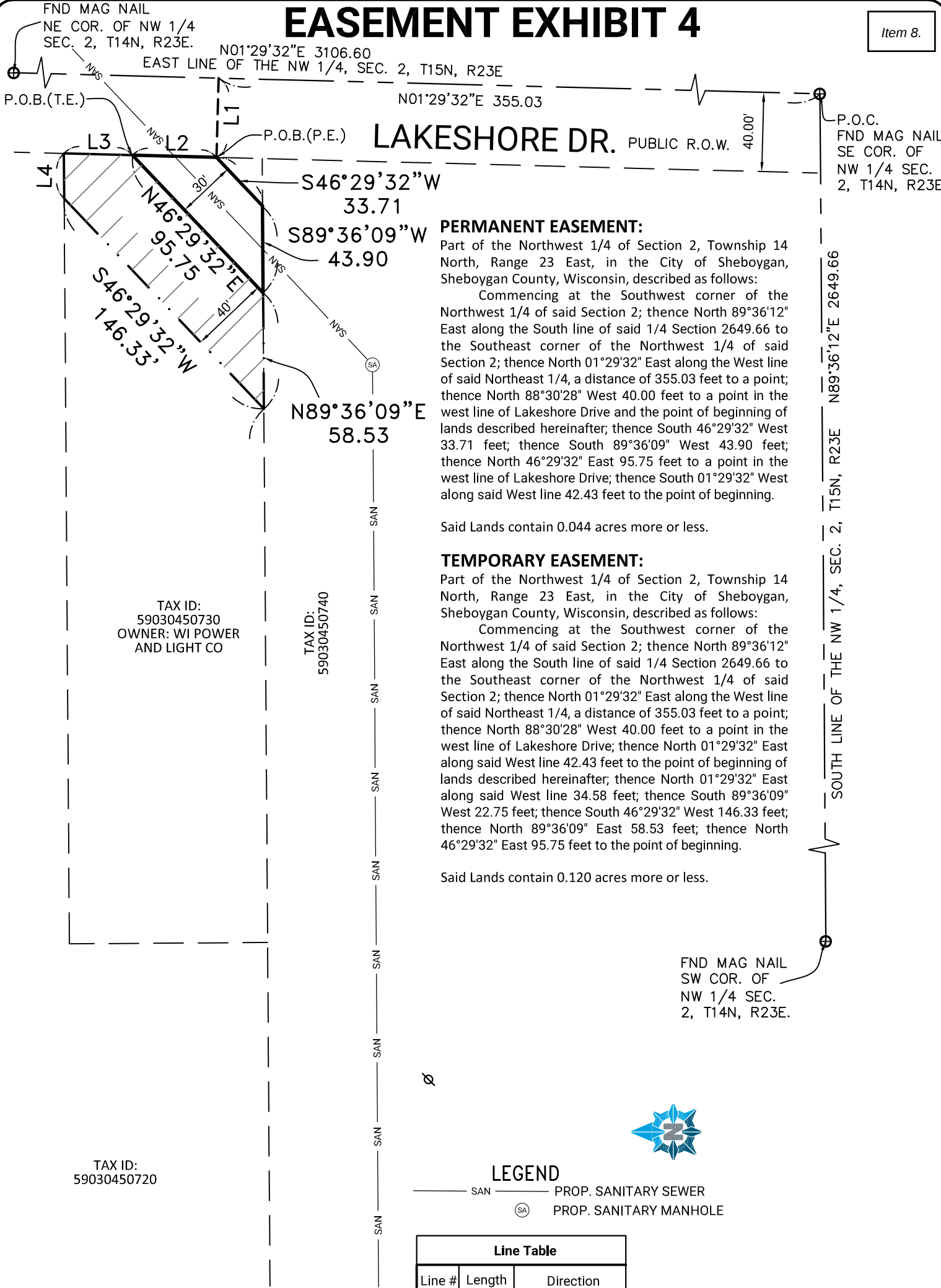
- SAN PROP. SANITARY SEWER
- SA PROP. SANITARY MANHOLE

P.O.C.
FOUND MAG NAIL
SW COR. OF NE 1/4
SEC. 2, T14N, R23E.

PROJECT ID: 0024S042.01		OWNER: CITY OF SHEBOYGAN 828 CENTER AVE., STE 105. SHEBOYGAN, WI 53081		BY	DATE	 Foth Infrastructure & Environment, LLC 7044 S. Ballpark Dr. Suite 200 Franklin, WI 53132 Phone: 414-336-7900
SHEET: 1 OF 1			SURVEYED BY	JDS	05/27/24	
			PREPARED BY	FXA	01/06/25	
			CHECKED BY	AJM	01/07/25	
			FIELD BOOK NUMBER			

EASEMENT EXHIBIT 4

Item 8.



PERMANENT EASEMENT:

Part of the Northwest 1/4 of Section 2, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows: Commencing at the Southwest corner of the Northwest 1/4 of said Section 2; thence North 89°36'12" East along the South line of said 1/4 Section 2649.66 to the Southeast corner of the Northwest 1/4 of said Section 2; thence North 01°29'32" East along the West line of said Northeast 1/4, a distance of 355.03 feet to a point; thence North 88°30'28" West 40.00 feet to a point in the west line of Lakeshore Drive and the point of beginning of lands described hereinafter; thence South 46°29'32" West 33.71 feet; thence South 89°36'09" West 43.90 feet; thence North 46°29'32" East 95.75 feet to a point in the west line of Lakeshore Drive; thence South 01°29'32" West along said West line 42.43 feet to the point of beginning.

Said Lands contain 0.044 acres more or less.

TEMPORARY EASEMENT:

Part of the Northwest 1/4 of Section 2, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows: Commencing at the Southwest corner of the Northwest 1/4 of said Section 2; thence North 89°36'12" East along the South line of said 1/4 Section 2649.66 to the Southeast corner of the Northwest 1/4 of said Section 2; thence North 01°29'32" East along the West line of said Northeast 1/4, a distance of 355.03 feet to a point; thence North 88°30'28" West 40.00 feet to a point in the west line of Lakeshore Drive; thence North 01°29'32" East along said West line 42.43 feet to the point of beginning of lands described hereinafter; thence North 01°29'32" East along said West line 34.58 feet; thence South 89°36'09" West 22.75 feet; thence South 46°29'32" West 146.33 feet; thence North 89°36'09" East 58.53 feet; thence North 46°29'32" East 95.75 feet to the point of beginning.

Said Lands contain 0.120 acres more or less.

LEGEND

- SAN — PROP. SANITARY SEWER
- ⊙ PROP. SANITARY MANHOLE

Line Table		
Line #	Length	Direction
L1	40.00	N88°30'28"W
L2	42.43	S01°29'32"W
L3	34.58	N01°29'32"E
L4	22.75	S89°36'09"W

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

SHEET: 1 OF 1

OWNER: CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

03060

01010203040

BY: JDS

DATE: 05/27/24

SURVEYED BY

PREPARED BY: FXA

CHECKED BY: AJM

FIELD BOOK NUMBER

01/06/25

01/07/25

Foth Infrastructure & Environment, LLC

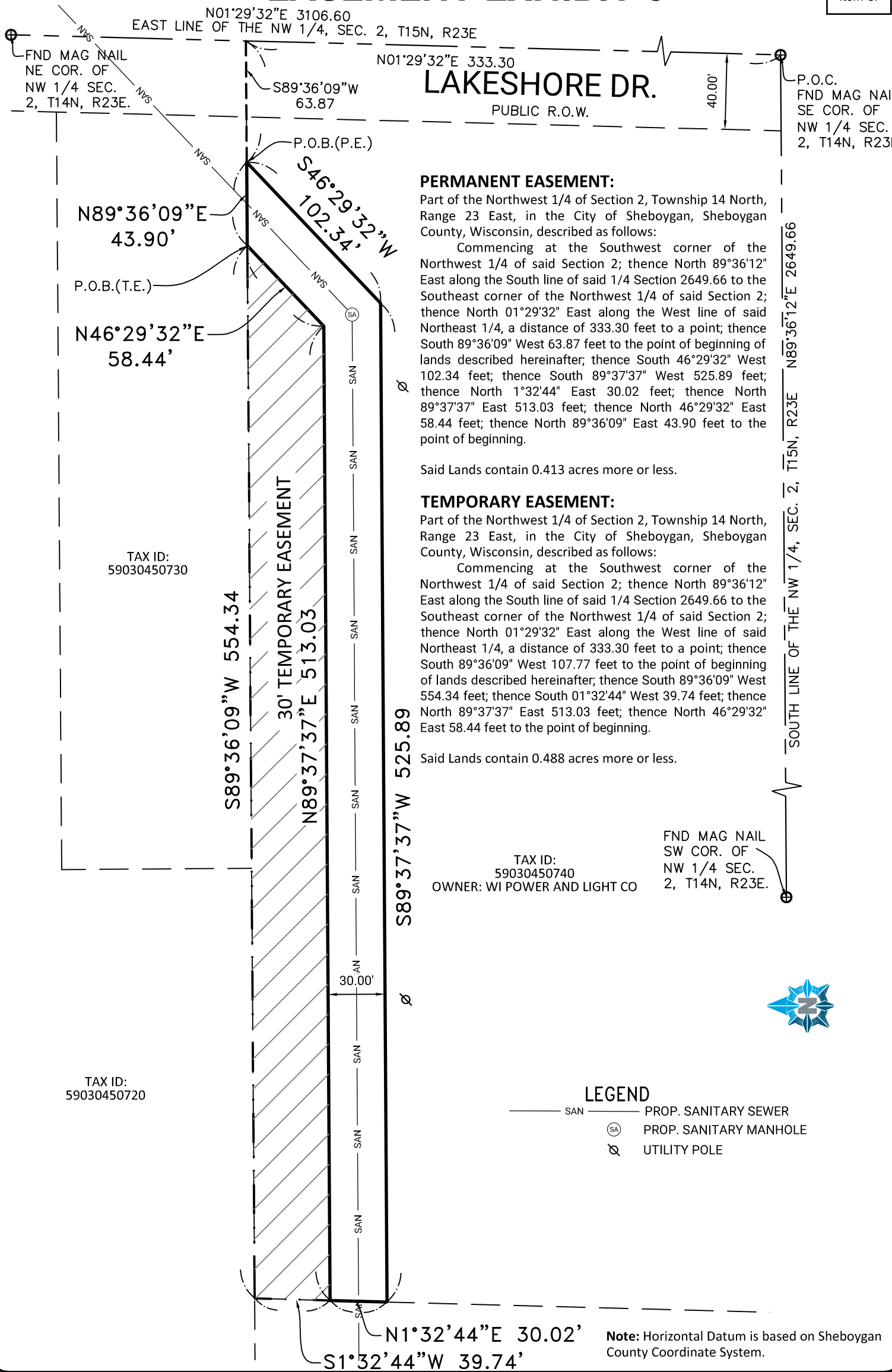
7044 S. Ballpark Dr. Suite 200

Franklin, WI 53132

Phone: 414-336-7900

EASEMENT EXHIBIT 5

Item 8.



EASEMENT EXHIBIT 6

Item 8.

TAX ID:
59281324002

TAX ID:
59281324003
OWNER: WI POWER
AND LIGHT CO

FND MAG NAIL
SE COR. OF
NW 1/4 SEC.
2, T14N, R23E.

PERMANENT EASEMENT:
Part of the Northwest 1/4 of Section 2, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southwest corner of the Northwest 1/4 of said Section 2; thence North 89°36'12" East along the South line of said Northeast 1/4, a distance of 1987.25 feet; thence North 01°32'44" East 263.55 feet to the point of beginning of lands described hereinafter; thence South 89°37'37" West 80.12 feet; thence North 89°44'53" West 581.85 feet; thence North 01°35'57" East 30.02 feet; thence South 89°44'53" East 580.98 feet; thence North 89°37'37" East 80.97 feet; thence South 01°32'44" West 30.02 feet to the point of beginning.

Said Lands contain 0.46 acres more or less.

TEMPORARY EASEMENT:
Part of the Northwest 1/4 of Section 2, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southwest corner of the Northwest 1/4 of said Section 2; thence North 89°36'12" East along the South line of said Northwest 1/4, a distance of 1987.25 feet; thence North 01°32'44" East 233.53 feet to the point of beginning of lands described hereinafter; thence South 89°37'37" West 79.28 feet; thence North 89°44'53" West 582.72 feet; thence North 01°35'57" East 30.01 feet; thence South 89°44'53" East 581.85 feet; thence North 89°37'37" East 80.12 feet; thence South 01°32'44" West 30.02 feet to the point of beginning.

Said Lands contain 0.46 acres more or less.

Line Table		
Line #	Length	Direction
L1	80.12	S89°37'37"W
L2	30.01	N01°35'57"E
L3	80.97	N89°37'37"E
L4	30.02	S01°32'44"W
L5	79.28	S89°37'37"W
L6	30.01	N01°35'57"E
L7	30.02	S01°32'44"W



LEGEND

- SAN PROP. SANITARY SEWER
- SA PROP. SANITARY MANHOLE
- Utility Pole symbol UTILITY POLE

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

SHEET: 1 OF 1

OWNER: CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

03060

SURVEYED BY JDS 05/27/24

PREPARED BY TJC 01/06/25

CHECKED BY FXA 01/07/25

FIELD BOOK NUMBER

BY DATE

05/27/24

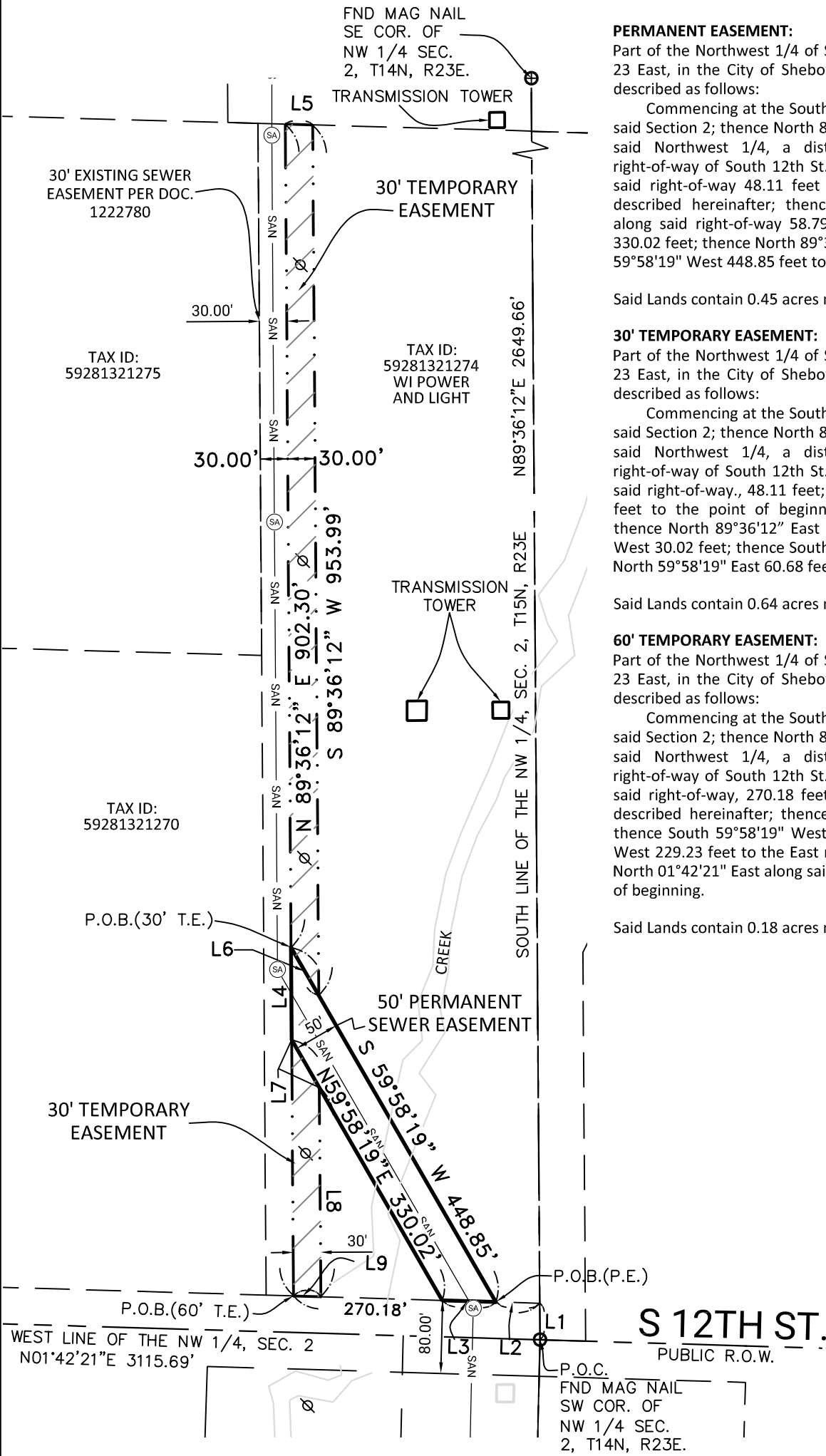
01/06/25

01/07/25

Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900

EASEMENT EXHIBIT 7

Item 8.



PERMANENT EASEMENT:
Part of the Northwest 1/4 of Section 2, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 2; thence North 89°36'12" East along the South line of said Northwest 1/4, a distance of 40.02 feet to the East right-of-way of South 12th St.; thence North 01°42'21" East along said right-of-way 48.11 feet to the point of beginning of lands described hereinafter; thence continuing North 01°42'21" East along said right-of-way 58.79 feet; thence North 59°58'19" East 330.02 feet; thence North 89°36'12" East 101.13 feet; thence South 59°58'19" West 448.85 feet to the point of beginning.

Said Lands contain 0.45 acres more or less.

30' TEMPORARY EASEMENT:
Part of the Northwest 1/4 of Section 2, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 2; thence North 89°36'12" East along the South line of said Northwest 1/4, a distance of 40.02 feet to the East right-of-way of South 12th St.; thence North 01°42'21" East along said right-of-way, 48.11 feet; thence North 59°58'19" East 448.85 feet to the point of beginning of lands described hereinafter; thence North 89°36'12" East 902.30 feet; thence South 01°35'57" West 30.02 feet; thence South 89°36'12" West 953.99 feet; thence North 59°58'19" East 60.68 feet to the point of beginning.

Said Lands contain 0.64 acres more or less.

60' TEMPORARY EASEMENT:
Part of the Northwest 1/4 of Section 2, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 2; thence North 89°36'12" East along the South line of said Northwest 1/4, a distance of 40.02 feet to the East right-of-way of South 12th St.; thence North 01°42'21" East along said right-of-way, 270.18 feet to the point of beginning of lands described hereinafter; thence North 89°36'12" East 280.88 feet; thence South 59°58'19" West 60.68 feet; thence South 89°36'12" West 229.23 feet to the East right-of-way of South 12th St.; thence North 01°42'21" East along said right-of-way 30.02 feet to the point of beginning.

Said Lands contain 0.18 acres more or less.

Line Table		
Line #	Length	Direction
L1	40.02	N89°36'12"E
L2	48.11	N01°42'21"E
L3	58.79	N01°42'21"E
L4	101.13	N89°36'12"E
L5	30.02	S01°35'57"W
L6	60.68	N59°58'19"E
L7	60.68	S59°58'19"W
L8	229.23	S89°36'12"W
L9	30.02	N01°42'21"E

- LEGEND**
- SAN — PROP. SANITARY SEWER
 - SA — PROP. SANITARY MANHOLE
 - ⊗ — UTILITY POLE



Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

SHEET:
1 OF 1

OWNER:
CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

075150

0

75

150

SURVEYED BY

PREPARED BY

CHECKED BY

FIELD BOOK NUMBER

BY

JDS

TJC

FXA

DATE

05/27/24

01/06/25

01/07/25

Foth
Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900



AGENDA ITEM MEMORANDUM

DATE: 7/10/2026

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 66-26-27 authorizing the appropriate City officials to accept easements for the City of Sheboygan to construct, install, maintain, operate, repair, inspect, or remove a sanitary sewer.

ISSUE

Should the Public Works Committee recommend approving the resolution?

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

BACKGROUND/DISCUSSION

Multiple permanent and temporary easements from Sheboygan County are necessary for the construction of the Southside Interceptor Project. Construction requires crossing multiple Sheboygan County-owned parcels,

Permanent easements grant the City perpetual rights to operate and maintain the sanitary sewer.

FUNDING IMPACT

There is no cost to the city to obtain these easements.

IF APPROVED, NEXT STEPS:

If approved, City staff will accept the easements and continue to finalize plans and publicly bid the project. The current schedule includes public bidding this fall.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 66-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

JULY 27, 2026.

A RESOLUTION authorizing the appropriate City officials to accept easements for the City of Sheboygan to construct, install, maintain, operate, repair, inspect, or remove a sanitary sewer.

WHEREAS, the City of Sheboygan plans to install a new Southside Interceptor to serve the south side of Sheboygan within the easement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized and directed to accept the attached easements from Sheboygan County.

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

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
 lpa1552 04/2016 (replaces lpa1552 08/2011) Ch. 84 Wis. Stats.

THIS EASEMENT, made by **SHEBOYGAN COUNTY, a Wisconsin body corporate**, GRANTOR, convey a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar (\$1.00)** and other valuable consideration for an easement to construct a sanitary sewer across lands owned by the Grantor in the **City of Sheboygan, County of Sheboygan, State of Wisconsin**, said easement area to be described as follows

MAP AND LEGAL DESCRIPTION ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS 8, 9-A, 9-B, AND 10

The Easement shall terminate on December 31, 2028, or upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
 City of Sheboygan
 rod-docs@sheboyganwi.gov
 City Engineer - Kevin Jump, PE
 2026 New Jersey Avenue
 Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
 Part of 59281430950, 59281430953,
 59281430797, and 59281430882

Signature _____ Date _____

Print Name and Title _____

Signature _____ Date _____

Print Name and Title _____

Signature _____ Date _____

Print Name and Title _____

Signature _____ Date _____

Print Name and Title _____

Date _____

State of Wisconsin)
) ss.
 _____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin _____

Print or Type Name, Notary Public, State of Wisconsin _____

Date Commission Expires _____

EASEMENT EXHIBIT 8

Item 9.

PERMANENT EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.03 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 170, document 2040700, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 3; thence North 01°42'21" East along the East line of said Northeast 1/4, a distance of 59.00 feet; thence North 88°39'01" West 40.03 feet to the West right-of-way of South 12th St., being the point of beginning of lands described hereinafter; thence North 88°39'01" West 508.49 feet; thence North 43°39'01" West 296.18 feet; thence North 88°48'48" West 563.74 feet to the West Line of Tract 1; thence North 01°12'43" East along the West Line of Tract 1 a distance of 30.00 feet to the North Line of Tract 1; thence South 88°48'48" East along said North Line of Tract 1 a distance of 576.20 feet; thence South 43°39'01" East 296.23 feet; thence South 88°39'01" East 496.25 feet to the West right-of-way of South 12th St.; thence South 01°42'32" West along the West right-of-way of South 12th St. 30.00 feet to the point of beginning.

Said Lands contain 0.94 acres more or less.

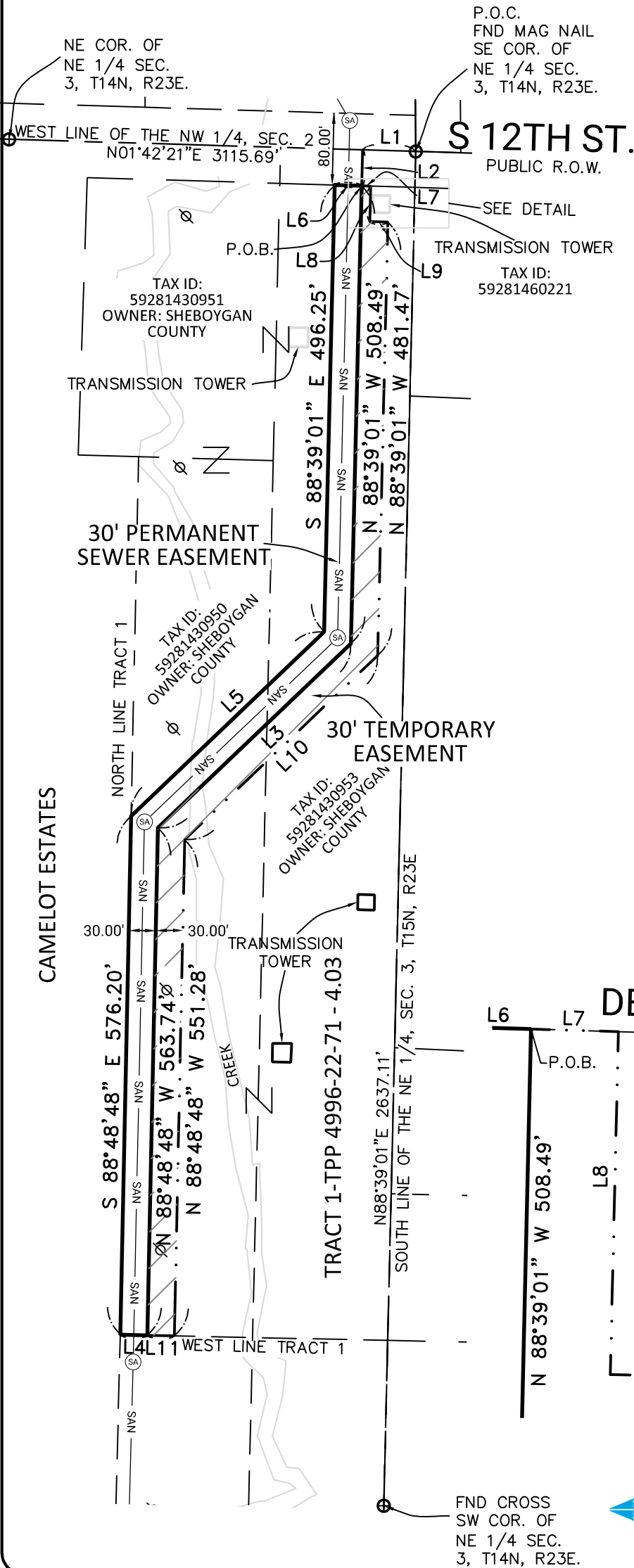
TEMPORARY EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.03 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 170, document 2040700, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

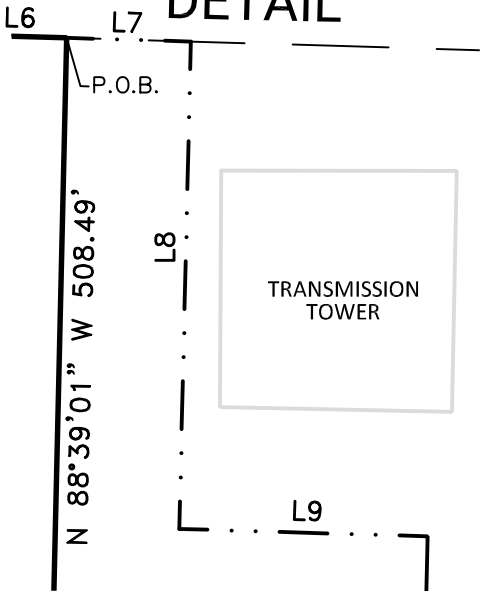
Commencing at the Southeast corner of the Northeast 1/4 of said Section 3; thence North 01°42'21" East along the East line of said Northeast 1/4, a distance of 59.00 feet; thence North 88°39'01" West 40.03 feet to the West right-of-way of South 12th St., being the point of beginning of lands described hereinafter; thence South 01°42'32" West along the West right-of-way of South 12th St. 10.00 feet; thence North 88°39'01" West 39.26 feet; thence South 01°42'32" West 20.00 feet; thence North 88°39'01" West 481.47 feet; thence North 43°39'01" West 296.13 feet; thence North 88°48'48" West 551.28 feet to the West Line of Tract 1; thence North 01°12'43" East along the West Line of Tract 1 a distance of 30.00 feet; thence South 88°48'48" East 563.74 feet; thence South 43°39'01" East 296.18 feet; thence South 88°39'01" East 508.49 feet to the West right-of-way of South 12th St, being the point of beginning.

Said Lands contain 0.92 acres more or less.

CAMELOT ESTATES



DETAIL



Line Table		
Line #	Length	Direction
L1	59.00	N01°42'21"E
L2	40.03	N88°39'01"W
L3	296.18	N43°39'01"W
L4	30.00	N01°12'43"E
L5	296.23	S43°39'01"E
L6	30.00	S01°42'32"W
L7	10.00	S01°42'32"W
L8	39.26	N88°39'01"W
L9	20.00	S01°42'32"W
L10	296.13	N43°39'01"W
L11	30.00	N01°12'43"E

LEGEND

- SAN
- PROP. SANITARY SEWER
- PROP. SANITARY MANHOLE
- UTILITY POLE
- Note:** Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

SHEET: 1 OF 1

OWNER: CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

075150

BY: JDS

DATE: 05/27/24

PREPARED BY: TJC

01/06/25

CHECKED BY: FXA

01/07/25

FIELD BOOK NUMBER

Foth Infrastructure & Environment, LLC

7044 S. Ballpark Dr. Suite 200

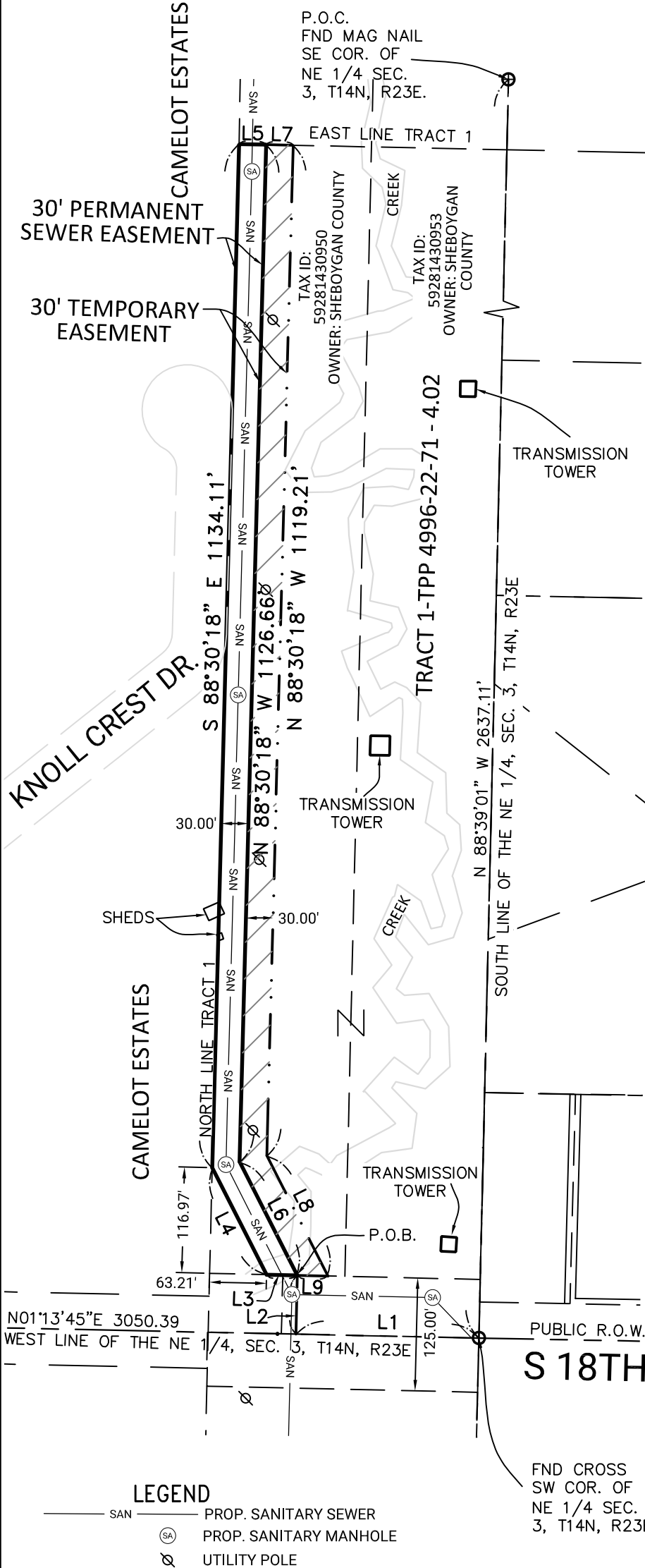
Franklin, WI 53132

Phone: 414-336-7900

36

EASEMENT EXHIBIT 9-A

Item 9.



PERMANENT EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southeast corner of the Northeast 1/4 of said Section 3; thence North 88°39'01" West along the South line of said Northeast 1/4 a distance of 2637.11 feet to the Southwest corner of the Northeast 1/4 of said Section; thence North 01°13'45" East along the West line of said Northeast 1/4, a distance of 202.60 feet; thence South 88°46'15" East 65.18 feet to the East right-of-way of South 18th St. being the point of beginning of lands described hereinafter; thence North 01°16'52" East along the East right-of-way of South 18th St. 34.05 feet; thence North 63°03'31" East 132.75 feet to the North Line of Tract 1; thence South 88°30'18" East along the North Line of Tract 1 a distance of 1134.11 feet to the East Line of Tract 1; thence South 01°12'43" West along the East Line of Tract 1 a distance of 30.00 feet; thence North 88°30'18" West 1126.66 feet; thence South 63°03'31" West 141.25 feet to the East right-of-way of South 18th St. being the point of beginning.

Said Lands contain 0.87 acres more or less.

TEMPORARY EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southeast corner of the Northeast 1/4 of said Section 3; thence North 88°39'01" West along the South line of said Northeast 1/4 a distance of 2637.11 feet to the Southwest corner of the Northeast 1/4 of said Section; thence North 01°13'45" East along the West line of said Northeast 1/4, a distance of 202.60 feet; thence South 88°46'15" East 65.18 feet to the East right-of-way of South 18th St. being the point of beginning of lands described hereinafter; thence North 01°16'52" East along the East right-of-way of South 18th St. 34.05 feet to the point of beginning of lands described hereinafter; thence North 63°03'31" East 141.25 feet; thence South 88°30'18" East 1126.66 feet to the East Line of Tract 1; thence South 01°12'43" West along the East Line of Tract 1 a distance of 30.00 feet; thence North 88°30'18" West 1119.21 feet; thence South 63°03'31" West 149.75 feet to the East right-of-way of South 18th St.; thence North 01°16'52" East along the East right-of-way of South 18th St. 34.05 feet to the point of beginning.

Said Lands contain 0.87 acres more or less.

Line Table		
Line #	Length	Direction
L1	202.60	N01°13'45"E
L2	65.18	S88°46'15"E
L3	34.05	N01°16'52"E
L4	132.75	N63°03'31" E
L5	30.00	S01°12'43"W
L6	141.25	S63°03'31"W
L7	30.00	S01°12'43"W
L8	149.75	S63°03'31"W
L9	34.05	N01°16'52"E



Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

SHEET: 1 OF 2

OWNER: CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

075150

SURVEYED BY

PREPARED BY

CHECKED BY

REVISED

BY

JDS

TJC

FXA

DATE

05/27/24

01/06/25

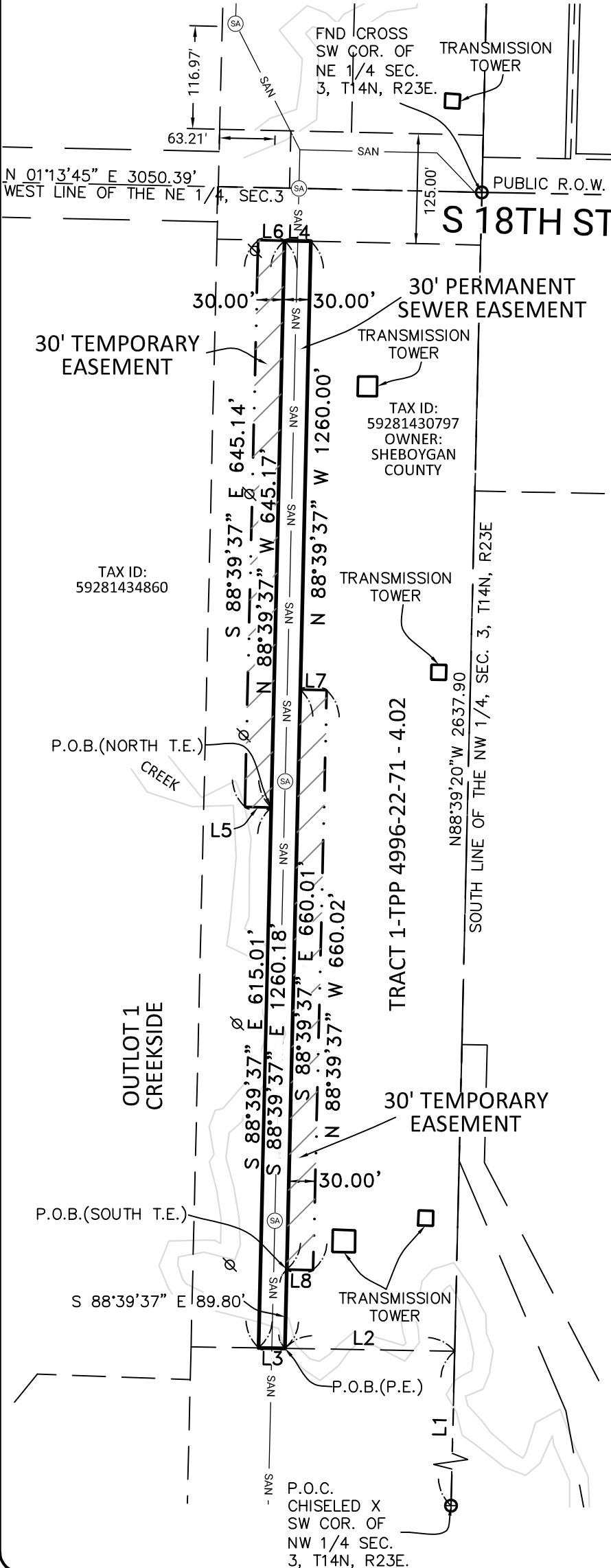
01/06/25

01/14/26

Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900

EASEMENT EXHIBIT 9-B

Item 9.



PERMANENT EASEMENT:
Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 193.15 feet to the point of beginning of lands described hereinafter; thence continuing North 00°56'42" East 30.00 feet; thence South 88°39'37" East 1260.18 feet to the West right-of-way of South 18th St.; thence South 01°16'52" West along said right-of-way 30.00 feet; thence North 88°39'37" West 1260.00 feet to the point of beginning.

Said Lands contain 0.87 acres more or less.

NORTH TEMPORARY EASEMENT:
Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 223.15 feet; thence South 88°39'37" East 615.01 feet to the point of beginning of lands described hereinafter; thence North 01°20'40" East 30.00 feet; thence South 88°39'37" East 645.14 feet to the West right-of-way of South 18th St.; thence South 01°16'52" West along said right-of-way 30.00 feet; thence North 88°39'37" West 645.17 feet to the point of beginning.

Said Lands contain 0.44 acres more or less.

SOUTH TEMPORARY EASEMENT:
Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 193.15 feet; thence South 88°39'37" East 89.80 feet to the point of beginning of lands described hereinafter; thence continuing South 88°39'37" East 660.01 feet; thence South 01°19'14" West 30.00 feet; thence North 88°39'37" West 660.02 feet; thence North 01°20'40" East 30.00 feet to the point of beginning.

Said Lands contain 0.45 acres more or less.

Line Table		
Line #	Length	Direction
L1	1319.03	S88°39'20"E
L2	193.15	N00°56'42"E
L3	30.00	N00°56'42"E
L4	30.00	S01°16'52"W
L5	30.00	N01°20'40"E
L6	30.00	S01°16'52"W
L7	30.00	S01°19'14"W
L8	30.00	N01°20'40"E



- LEGEND**
- SAN PROP. SANITARY SEWER
 - SA PROP. SANITARY MANHOLE
 - UTILITY POLE

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

SHEET: 2 OF 2

OWNER: CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

075150

SURVEYED BY JDS 05/27/24

PREPARED BY TJC 01/06/25

CHECKED BY FXA 01/07/25

FIELD BOOK NUMBER

BY DATE

05/27/24

01/06/25

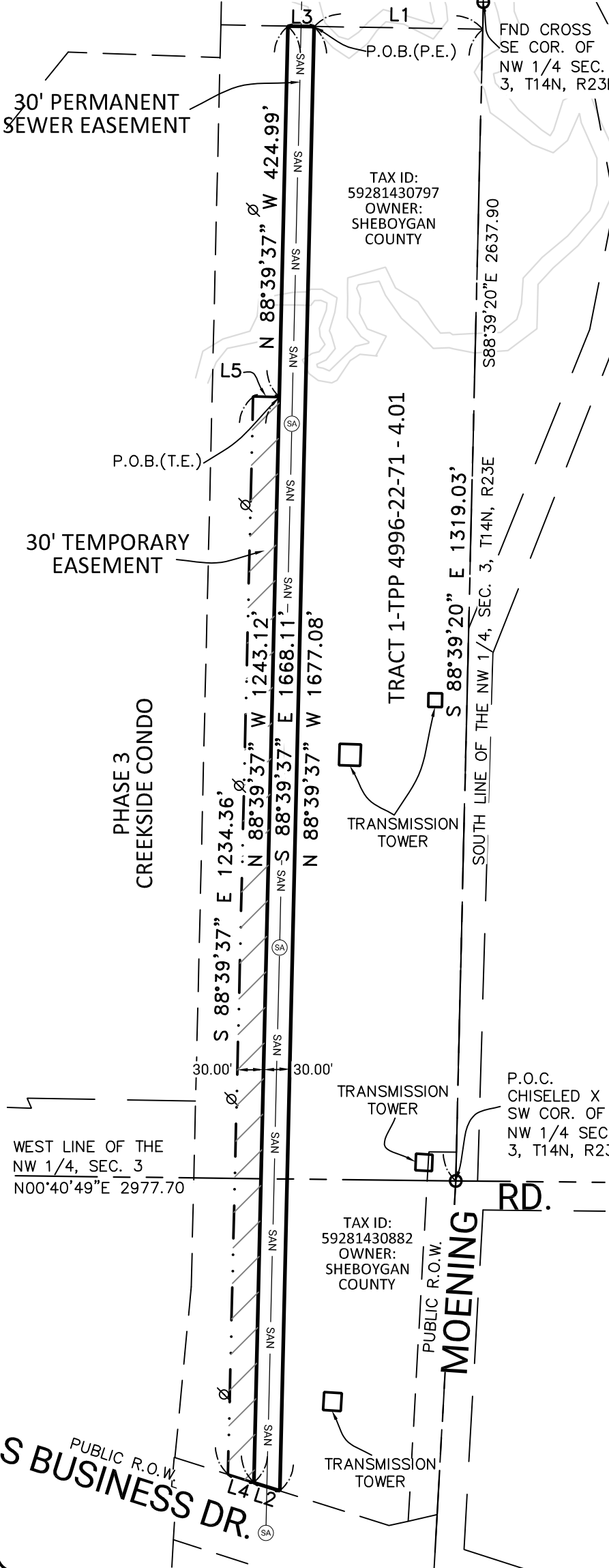
01/07/25

Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900

38

EASEMENT EXHIBIT 10

Item 9.



PERMANENT EASEMENT:
Part of TRACT 1-TPP 4996-22-71 - 4.01 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040155, also being a part of the Northwest 1/4 of Section 3 and the Northeast 1/4 of Section 4, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 193.15 feet to the point of beginning of lands described hereinafter; thence North 88°39'37" West 1677.08 feet to the East right-of-way of South Business Dr.; thence North 17°37'07" East along said right-of-way 31.25 feet; thence South 88°39'37" East 1668.11 feet; thence South 00°56'42" West 30.00 feet to the point of beginning.

Said Lands contain 1.15 acres more or less.

TEMPORARY EASEMENT:
Part of TRACT 1-TPP 4996-22-71 - 4.01 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040155, also being a part of the Northwest 1/4 of Section 3 and the Northeast 1/4 of Section 4, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 223.15 feet; thence North 88°39'37" West 424.99 feet to the point of beginning of lands described hereinafter; thence continuing North 88°39'37" West 1243.12 feet to the East right-of-way of South Business Dr.; thence North 17°37'07" East along said right-of-way 31.25 feet; thence South 88°39'37" East 1234.36 feet; thence South 01°20'40" West 30.00 feet to the point of beginning.

Said Lands contain 0.85 acres more or less.

Line Table		
Line #	Length	Direction
L1	193.15	N00°56'42"E
L2	31.25	N17°37'07"E
L3	30.00	S00°56'42"W
L4	31.25	N17°37'07"E
L5	30.00	S01°20'40"W



LEGEND

- SAN ——— PROP. SANITARY SEWER
- ⊙ PROP. SANITARY MANHOLE
- ⊕ UTILITY POLE

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

SHEET: 1 OF 1

OWNER: CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

075150

SURVEYED BY JDS

PREPARED BY FXA

CHECKED BY AJM

FIELD BOOK NUMBER

BY DATE

JDS 05/27/24

FXA 01/06/25

AJM 01/07/25

Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900

PERMANENT SEWER ACCESS EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1552 04/2016 (replaces lpa1552 08/2011) Ch. 84 Wis. Stats.

THIS EASEMENT, made by **SHEBOYGAN COUNTY, a Wisconsin body corporate**, GRANTOR, convey a permanent sewer access easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar (\$1.00)** and other valuable consideration for an easement to construct, install, maintain, operate, repair, inspect, replace, and remove a sanitary sewer below, upon, in, over, through and across lands owned by the Grantor in the **City of Sheboygan, County of Sheboygan, State of Wisconsin**, said easement area to be described as follows

MAP AND LEGAL DESCRIPTION ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS 8, 9-A, 9-B, AND 10

The Easement is subject to the following conditions:

1. If the sanitary sewer ceases to exist, function, or is removed, the grantee will proceed with vacating this easement.
2. The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the easement area.
3. The Grantee shall notify the grantor if any maintenance is required in PLE area.
4. The Grantor agrees within the easement area not to construct or place buildings, structures, or other improvements except a trail, trail bridges for the trail, pump track, and other recreational amenities.
5. The Grantor is not restricted from performing environmental restoration activities and/or other maintenance activities within the PLE area.
6. The Grantee agrees to restore any areas that are disturbed as a result of construction, replacement or maintenance in-kind.
7. This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

This space is reserved for recording data

Return to

City of Sheboygan
rod-docs@sheboyganwi.gov
City Engineer - Kevin Jump, PE
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281430950, 59281430953,
59281430797, and 59281430882

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
County) ss.

On the above date, this instrument was acknowledged before me by the
named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

Accepted By: **CITY OF SHEBOYGAN**

Ryan Sorenson
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2026, the above named Ryan Sorenson, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

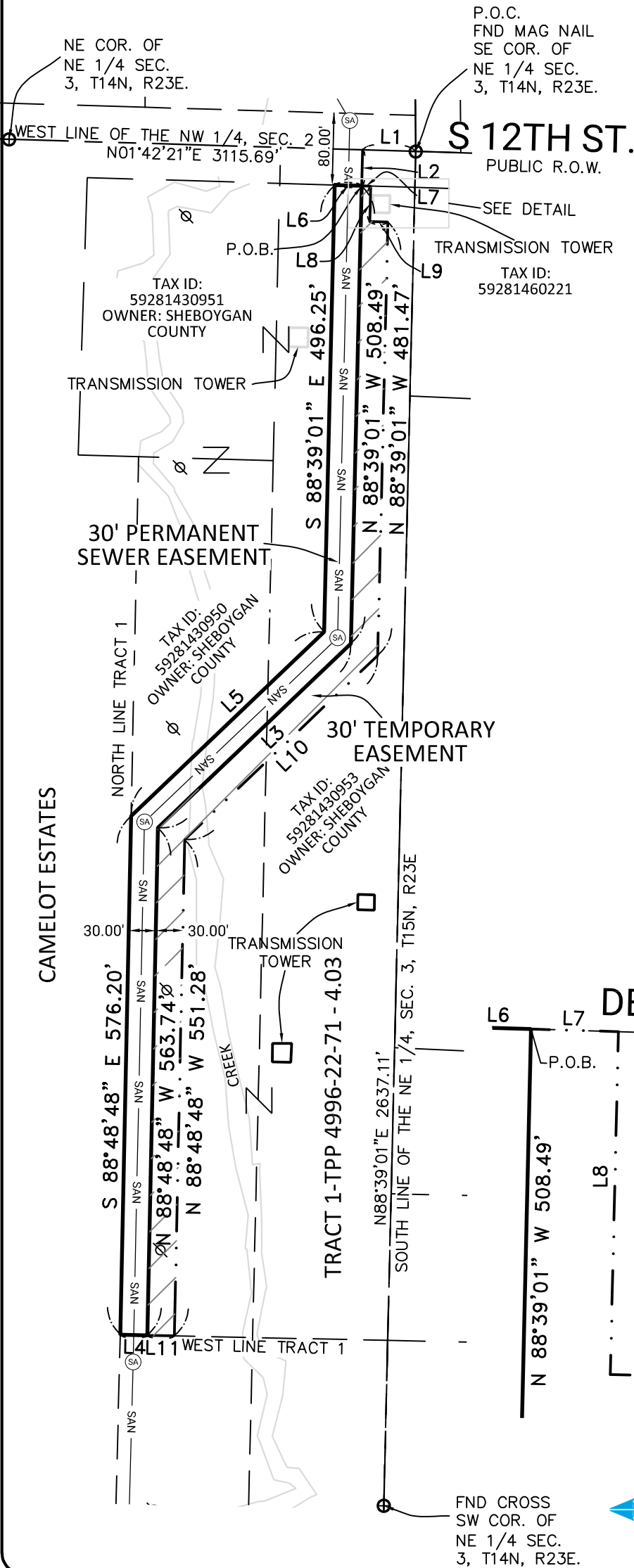
Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

EASEMENT EXHIBIT 8

Item 9.



PERMANENT EASEMENT:
Part of TRACT 1-TPP 4996-22-71 - 4.03 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 170, document 2040700, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

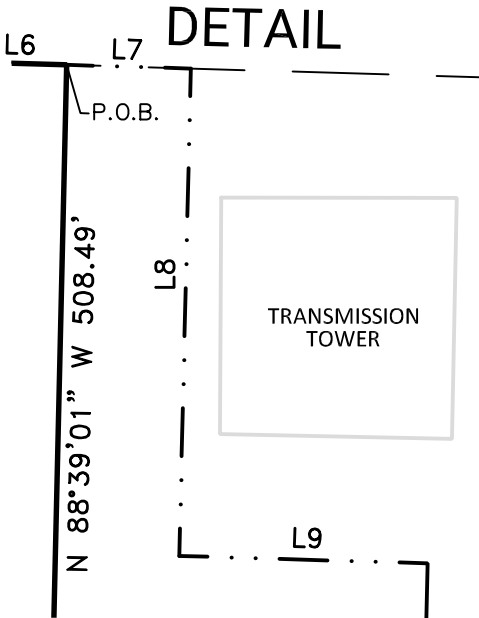
Commencing at the Southeast corner of the Northeast 1/4 of said Section 3; thence North 01°42'21" East along the East line of said Northeast 1/4, a distance of 59.00 feet; thence North 88°39'01" West 40.03 feet to the West right-of-way of South 12th St., being the point of beginning of lands described hereinafter; thence North 88°39'01" West 508.49 feet; thence North 43°39'01" West 296.18 feet; thence North 88°48'48" West 563.74 feet to the West Line of Tract 1; thence North 01°12'43" East along the West Line of Tract 1 a distance of 30.00 feet to the North Line of Tract 1; thence South 88°48'48" East along said North Line of Tract 1 a distance of 576.20 feet; thence South 43°39'01" East 296.23 feet; thence South 88°39'01" East 496.25 feet to the West right-of-way of South 12th St.; thence South 01°42'32" West along the West right-of-way of South 12th St. 30.00 feet to the point of beginning.

Said Lands contain 0.94 acres more or less.

TEMPORARY EASEMENT:
Part of TRACT 1-TPP 4996-22-71 - 4.03 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 170, document 2040700, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 3; thence North 01°42'21" East along the East line of said Northeast 1/4, a distance of 59.00 feet; thence North 88°39'01" West 40.03 feet to the West right-of-way of South 12th St., being the point of beginning of lands described hereinafter; thence South 01°42'32" West along the West right-of-way of South 12th St. 10.00 feet; thence North 88°39'01" West 39.26 feet; thence South 01°42'32" West 20.00 feet; thence North 88°39'01" West 481.47 feet; thence North 43°39'01" West 296.13 feet; thence North 88°48'48" West 551.28 feet to the West Line of Tract 1; thence North 01°12'43" East along the West Line of Tract 1 a distance of 30.00 feet; thence South 88°48'48" East 563.74 feet; thence South 43°39'01" East 296.18 feet; thence South 88°39'01" East 508.49 feet to the West right-of-way of South 12th St, being the point of beginning.

Said Lands contain 0.92 acres more or less.



Line Table		
Line #	Length	Direction
L1	59.00	N01°42'21"E
L2	40.03	N88°39'01"W
L3	296.18	N43°39'01"W
L4	30.00	N01°12'43"E
L5	296.23	S43°39'01"E
L6	30.00	S01°42'32"W
L7	10.00	S01°42'32"W
L8	39.26	N88°39'01"W
L9	20.00	S01°42'32"W
L10	296.13	N43°39'01"W
L11	30.00	N01°12'43"E

LEGEND

- SAN — PROP. SANITARY SEWER
- SA — PROP. SANITARY MANHOLE
- Ø — UTILITY POLE
- Note: Horizontal Datum is based on Sheboygan County Coordinate System.



PROJECT ID: 0024S042.01

SHEET: 1 OF 1

OWNER: CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

075150

BY: JDS
DATE: 05/27/24

PREPARED BY: TJC
DATE: 01/06/25

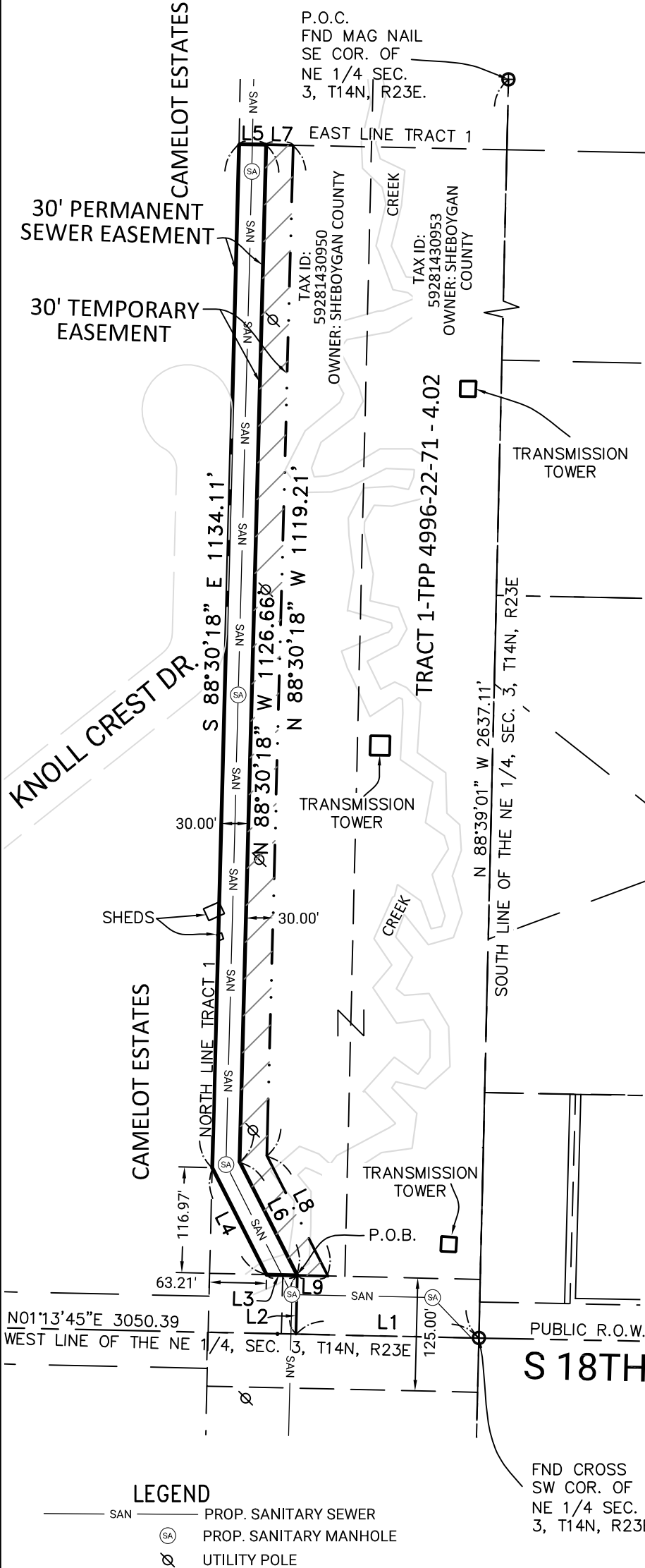
CHECKED BY: FXA
DATE: 01/07/25

FIELD BOOK NUMBER

Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900

EASEMENT EXHIBIT 9-A

Item 9.



PERMANENT EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southeast corner of the Northeast 1/4 of said Section 3; thence North 88°39'01" West along the South line of said Northeast 1/4 a distance of 2637.11 feet to the Southwest corner of the Northeast 1/4 of said Section; thence North 01°13'45" East along the West line of said Northeast 1/4, a distance of 202.60 feet; thence South 88°46'15" East 65.18 feet to the East right-of-way of South 18th St. being the point of beginning of lands described hereinafter; thence North 01°16'52" East along the East right-of-way of South 18th St. 34.05 feet; thence North 63°03'31" East 132.75 feet to the North Line of Tract 1; thence South 88°30'18" East along the North Line of Tract 1 a distance of 1134.11 feet to the East Line of Tract 1; thence South 01°12'43" West along the East Line of Tract 1 a distance of 30.00 feet; thence North 88°30'18" West 1126.66 feet; thence South 63°03'31" West 141.25 feet to the East right-of-way of South 18th St. being the point of beginning.

Said Lands contain 0.87 acres more or less.

TEMPORARY EASEMENT:

Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southeast corner of the Northeast 1/4 of said Section 3; thence North 88°39'01" West along the South line of said Northeast 1/4 a distance of 2637.11 feet to the Southwest corner of the Northeast 1/4 of said Section; thence North 01°13'45" East along the West line of said Northeast 1/4, a distance of 202.60 feet; thence South 88°46'15" East 65.18 feet to the East right-of-way of South 18th St. being the point of beginning of lands described hereinafter; thence North 01°16'52" East along the East right-of-way of South 18th St. 34.05 feet to the point of beginning; thence North 63°03'31" East 141.25 feet; thence South 88°30'18" East 1126.66 feet to the East Line of Tract 1; thence South 01°12'43" West along the East Line of Tract 1 a distance of 30.00 feet; thence North 88°30'18" West 1119.21 feet; thence South 63°03'31" West 149.75 feet to the East right-of-way of South 18th St.; thence North 01°16'52" East along the East right-of-way of South 18th St. 34.05 feet to the point of beginning.

Said Lands contain 0.87 acres more or less.

Line Table		
Line #	Length	Direction
L1	202.60	N01°13'45"E
L2	65.18	S88°46'15"E
L3	34.05	N01°16'52"E
L4	132.75	N63°03'31" E
L5	30.00	S01°12'43"W
L6	141.25	S63°03'31"W
L7	30.00	S01°12'43"W
L8	149.75	S63°03'31"W
L9	34.05	N01°16'52"E



Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

SHEET: 1 OF 2

OWNER: CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

075150

SURVEYED BY

PREPARED BY

CHECKED BY

REVISED

BY

JDS

TJC

FXA

DATE

05/27/24

01/06/25

01/06/25

01/14/26

Foth Infrastructure & Environment, LLC

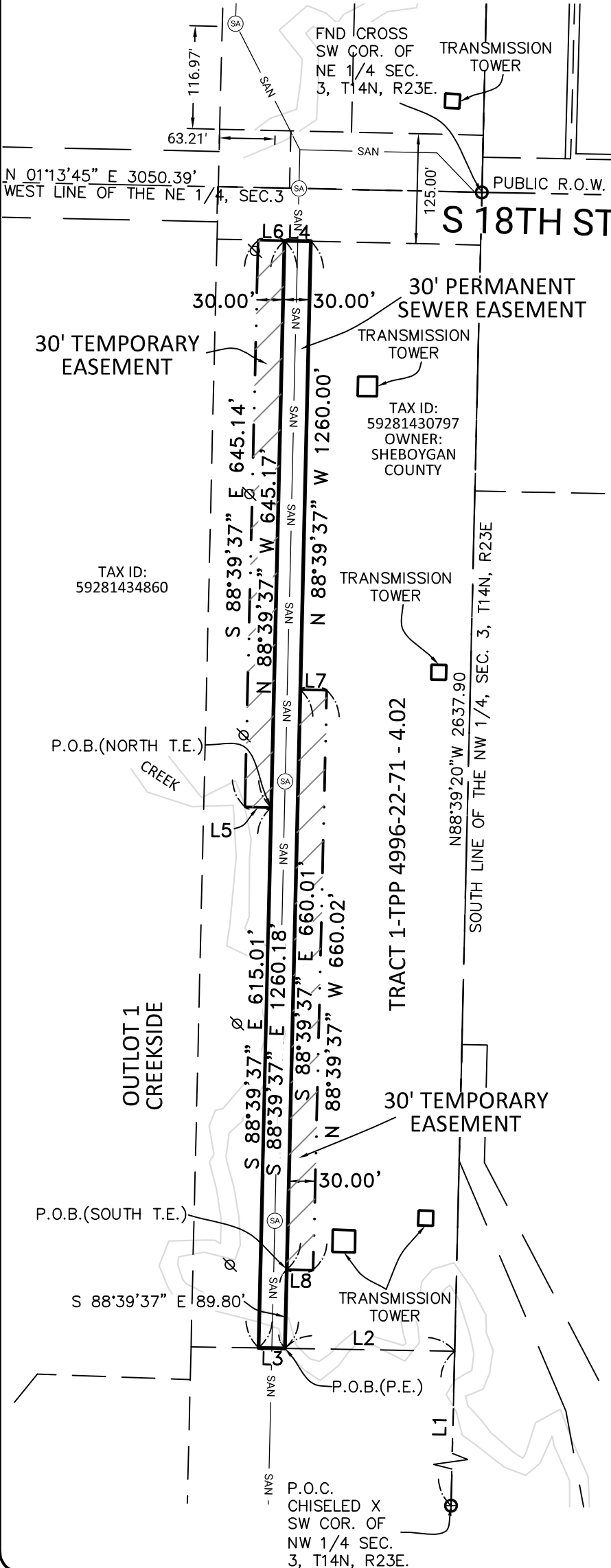
7044 S. Ballpark Dr. Suite 200

Franklin, WI 53132

Phone: 414-336-7900

EASEMENT EXHIBIT 9-B

Item 9.



PERMANENT EASEMENT:
Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 193.15 feet to the point of beginning of lands described hereinafter; thence continuing North 00°56'42" East 30.00 feet; thence South 88°39'37" East 1260.18 feet to the West right-of-way of South 18th St.; thence South 01°16'52" West along said right-of-way 30.00 feet; thence North 88°39'37" West 1260.00 feet to the point of beginning.

Said Lands contain 0.87 acres more or less.

NORTH TEMPORARY EASEMENT:
Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 223.15 feet; thence South 88°39'37" East 615.01 feet to the point of beginning of lands described hereinafter; thence North 01°20'40" East 30.00 feet; thence South 88°39'37" East 645.14 feet to the West right-of-way of South 18th St.; thence South 01°16'52" West along said right-of-way 30.00 feet; thence North 88°39'37" West 645.17 feet to the point of beginning.

Said Lands contain 0.44 acres more or less.

SOUTH TEMPORARY EASEMENT:
Part of TRACT 1-TPP 4996-22-71 - 4.02 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040699, also being part of the Northeast 1/4 of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 193.15 feet; thence South 88°39'37" East 89.80 feet to the point of beginning of lands described hereinafter; thence continuing South 88°39'37" East 660.01 feet; thence South 01°19'14" West 30.00 feet; thence North 88°39'37" West 660.02 feet; thence North 01°20'40" East 30.00 feet to the point of beginning.

Said Lands contain 0.45 acres more or less.

Line Table		
Line #	Length	Direction
L1	1319.03	S88°39'20"E
L2	193.15	N00°56'42"E
L3	30.00	N00°56'42"E
L4	30.00	S01°16'52"W
L5	30.00	N01°20'40"E
L6	30.00	S01°16'52"W
L7	30.00	S01°19'14"W
L8	30.00	N01°20'40"E

LEGEND

- SAN
- PROP. SANITARY SEWER
- PROP. SANITARY MANHOLE
- UTILITY POLE

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

SHEET:
2 OF 2



OWNER:
CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

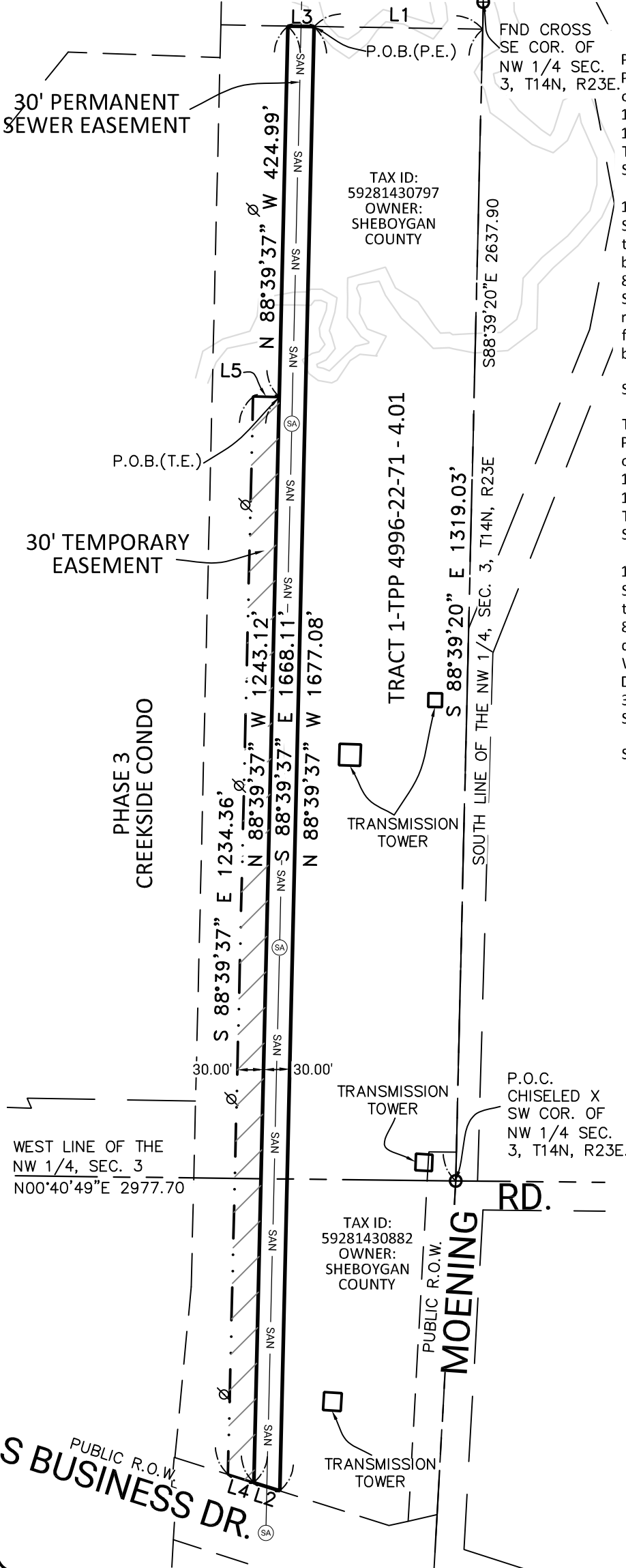
	BY	DATE
SURVEYED BY	JDS	05/27/24
PREPARED BY	TJC	01/06/25
CHECKED BY	FXA	01/07/25
FIELD BOOK NUMBER		



Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900

EASEMENT EXHIBIT 10

Item 9.



PERMANENT EASEMENT:
Part of TRACT 1-TPP 4996-22-71 - 4.01 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040155, also being a part of the Northwest 1/4 of Section 3 and the Northeast 1/4 of Section 4, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 193.15 feet to the point of beginning of lands described hereinafter; thence North 88°39'37" West 1677.08 feet to the East right-of-way of South Business Dr.; thence North 17°37'07" East along said right-of-way 31.25 feet; thence South 88°39'37" East 1668.11 feet; thence South 00°56'42" West 30.00 feet to the point of beginning.

Said Lands contain 1.15 acres more or less.

TEMPORARY EASEMENT:
Part of TRACT 1-TPP 4996-22-71 - 4.01 recorded in the office of the Sheboygan County Register of Deeds in Volume 1, page 169, document 2040155, also being a part of the Northwest 1/4 of Section 3 and the Northeast 1/4 of Section 4, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence South 88°39'20" East along the South line of said Northwest 1/4, a distance of 1319.03 feet; thence North 00°56'42" East 223.15 feet; thence North 88°39'37" West 424.99 feet to the point of beginning of lands described hereinafter; thence continuing North 88°39'37" West 1243.12 feet to the East right-of-way of South Business Dr.; thence North 17°37'07" East along said right-of-way 31.25 feet; thence South 88°39'37" East 1234.36 feet; thence South 01°20'40" West 30.00 feet to the point of beginning.

Said Lands contain 0.85 acres more or less.

Line Table		
Line #	Length	Direction
L1	193.15	N00°56'42"E
L2	31.25	N17°37'07"E
L3	30.00	S00°56'42"W
L4	31.25	N17°37'07"E
L5	30.00	S01°20'40"W



LEGEND

- SAN PROP. SANITARY SEWER
- SA PROP. SANITARY MANHOLE
- Utility Pole UTILITY POLE

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01

SHEET: 1 OF 1

OWNER: CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

075150

BY: JDS

PREPARED BY: FXA

CHECKED BY: AJM

FIELD BOOK NUMBER

DATE: 05/27/24

01/06/25

01/07/25

Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900



AGENDA ITEM MEMORANDUM

DATE: 7/10/2026

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 67-26-27 - authorizing the appropriate City officials to enter into an Addendum dated July 15, 2026 to the contract with Foth Infrastructure and Environment, LLC for design services related to the Lakeshore Interceptor Rehab/Access Road/Shoreline Protection Program.

ISSUE

Should the Public Works Committee recommend approving the resolution?

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

BACKGROUND/DISCUSSION

The City previously retained Foth Infrastructure and Environment, LLC (Foth) to evaluate the condition of the 1936 sanitary interceptor sewer along the Lake Michigan shoreline. Foth's study confirmed that significant rehabilitation and protection are required to maintain the sewer's long-term functionality, prompting the City to apply for, and ultimately receive, Hazard Mitigation Grant Program (HMGP) funding.

The HMGP award will cover a substantial portion of the rehabilitation work. However, delays caused by outside agencies and updated FEMA/WEM guidance now require revisions to the previously completed design plans. These updates are essential to maintain grant eligibility, ensure regulatory compliance, and advance the project toward bidding and construction.

The proposed Addendum authorizes Foth to update the design plans and bidding documents as needed, allowing the project to proceed while remaining compliant with HMGP requirements.

FUNDING IMPACT

Funding is provided by the HMGP assistance and as part of Resolution 62-26-27.

IF APPROVED, NEXT STEPS:

If Resolution 62-26-27 and this resolution are approved, City staff will work with Foth to complete plans and publicly bid the project. The current schedule includes public bidding this fall.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 67-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

JULY 27, 2026.

A RESOLUTION authorizing the appropriate City officials to enter into an Addendum dated July 15, 2026, to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

WHEREAS, the City hired Foth Infrastructure and Environment, LLC ("Foth") to analyze the existing 1936 sanitary interceptor sewer ("sewer") located along the Lake Michigan shoreline; and

WHEREAS, Foth's study indicated that significant rehabilitation was necessary to maintain the functionality of the sewer; and

WHEREAS, the City has received funding through a State-Local Hazard Mitigation Grant Program (HMGP) to fund a large portion of the rehabilitation, and the previously completed plans need to be updated due to delays by outside agencies, changed site conditions, and to address restrictions and guidance from the Federal Emergency Management Agency (FEMA) and Wisconsin Emergency Management (WEM).

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into an Addendum with Foth Infrastructure and Environment, LLC, in a substantially similar form to that attached, for the design and bidding of the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds, not to exceed \$64,000.00, from Account No. 630361-641100 – Wastewater Fund – Improvements Other Than Buildings, in payment of this Addendum.

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



Project Title:	SIS Rehab Access Rd/Shoreline Design	FOTH Project Number:	21S042.00
		CLIENT Project Number: (If applicable)	310090

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **May 28, 2021**), (hereinafter "Addendum"), is made and entered into **15th** day of **July, 2026** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **CITY OF SHEBOYGAN**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT:	City of Sheboygan-Department of Public Works		
Address:	2026 New Jersey Avenue, Sheboygan, WI 53081-4714		
Phone No:	920-459-3440	Email Address:	Kevin.jump@sheboyganwi.gov

Scope of Services:	Client hereby agrees to retain Consultant to perform the following Services: Perform services as outlined in Attachment 1 to update plans/specifications, coordination and budget adjustment due to four-year project delay pending grant approval.
---------------------------	--

Schedule:	Services shall be performed according to the following schedule: Within 90 days following authorization
------------------	--

Compensation:	In consideration of these Services, the Client agrees to pay Consultant compensation as follows: ☐ Lump-Sum in the amount of \$.00 ☐ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$.00 ☒ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ <u>55,000-64,000</u> ☐ Other as stated here:
----------------------	--

Special Conditions (if any):	
-------------------------------------	--

Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT	FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
Signed:	
Name (printed):	Thomas J Ludwig
Title:	State Operations Director
Date:	July 15, 2026
	Signed: 
	Name (printed): Carrie L Voskuil
	Title: Senior Contracts Manager
	Date: July 15, 2026

ATTACHMENT 1

SIS Rehab Access Road/Shoreline Design

Scope Changes

- WEM Meetings and Coordination and grant review Meetings/communications/submittals to WEM staff after the notice of the award for this particular grant and overall grant review were not included in the original contract scope level of effort.
- FEMA Regulations/Requirements review coordination—Reviewing, implementing and responding to FEMA requests were not included in the original scope level of effort.
- Update Plans and Specifications to conform with FEMA and WEM Requirements—Updating the larger scope plans from what was originally proposed to meet FEMA/WEM requirements was not anticipated in the original level of effort.
- Redesign Clara Ave due to changed site conditions and environmental conditions recently encountered by a separate project.
- Review and revise plans after 4-year hold with the focus to incorporate latest city requirements/standards, and review potential changes since original design, and review to verify that no other site conditions have changed.

Budget Inflation/COLA Adjustment

Escalation and cost of living increases have resulted in approximately 4% per year employee wage and benefit increases.

- Plan and specification finalization in 2026 versus original contract schedule of Fall 2021
- 2026 bidding phase services versus 2021 bidding services
- Review of 2021/2022 plans to verify what is being proposed is still valid and meets current standards
- Four-year ongoing project coordination—project management/coordination time expansion due to the additional time allotted to the project, through no fault of Foth or the City in order to benefit from the grant award.



DATE: 7/21/26

TO: Public Works Committee

FROM: Jordan Skiff, Wastewater Superintendent

SUBJECT: Resolution 68-26-27—Approving Purchase Contract with Pargreen Process Technologies, with 2026 Budget Amendment

ISSUE: Should the Public Works Committee recommend approval of the proposed purchase of a new final effluent (FE) strainer?

STAFF RECOMMENDATION: Staff recommends approval.

BACKGROUND/DISCUSSION: At the August 3rd City Council meeting, I plan to ask for approval for the purchase of a new FE strainer from Pargreen. FE water (the treated water we discharge into Lake Michigan) is used for many lubrication and cleaning needs at the Plant at a significant savings over using city water. A purifying strainer is needed to keep the FE from fouling the equipment that use it, and our strainer is decades old.

We solicited quotes from three strainer manufacturers, and Pargreen's was the lowest cost and best fit for our needs. Their analysis showed that our current strainer (and the ones proposed by competitors) are significantly oversized and may actually be causing our FE pumps to cavitate. While their unit will require some pipe modifications, their quote offered the best price and fit for our needs.

While this purchase was included in the 2027 CIP, our research found that the unit is much more affordable than anticipated (\$37,474 vs. the \$150,000 in the '27 CIP), and our current strainer continues to show its age. Within this same budget account we were able to save ~\$85,000 by renting an essential pump instead of purchasing it, so we would like to move the strainer purchase up a year. This would require Council action to amend the '26 budget.

IF APPROVED, NEXT STEPS: Our Finance office would amend the '26 budget as needed, and we would enter the purchase contract with Pargreen. Installation will be completed by our Maintenance Mechanics.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 68-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

JULY 27, 2026.

A RESOLUTION authorizing the appropriate City officials to enter a procurement contract with Pargreen Process Technologies for a final effluent (FE) strainer.

WHEREAS, FE water (the treated water the wastewater plant discharges to Lake Michigan) can be used for many functions around the plant at a significant cost savings over potable water; and

WHEREAS, a strainer is essential to protect equipment from the impurities found in FE; and

WHEREAS, the current strainer is likely original to the plant (i.e. 50 years) and is significantly oversized for the equipment it now serves; and

WHEREAS, \$150,000 has been included in the 2027 budget to replace the strainer; and

WHEREAS, quotes were sought from three vendors; and

WHEREAS, a \$37,474 quote from Pargreen Process Technologies for an Eaton 2596 automatic, self-cleaning strainer is not only the lowest quote (and even with piping changes, much less expensive than expected) but also offers a self-cleaning function and is sized to serve our FE pumps better; and

WHEREAS, a budget amendment would be required to complete this purchase in 2026 instead of in 2027 as originally intended; and

WHEREAS, the trash pump for digester cleaning was budgeted at \$90,000 in the 2026 budget and is no longer needed, allowing a reallocation of these funds to complete this purchase now.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into a purchase agreement with Pargreen to procure one Eaton 2596 strainer.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds from Acct. No. 630361-641100 (Wastewater Fund—Wastewater—Improvements Other Than Buildings), and being fully executed by all parties, to pay for said purchase.

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

EATON FILTRATION BUSINESS

Standard Terms and Conditions of Sale. These Terms and Conditions of Sale are between the buyer ("Buyer") and Eaton Filtration LLC, through its Filtration business, or its affiliate which is owned, directly or indirectly, by Eaton Corporation Plc ("Seller") selling Filtration products ("Product(s)") or services ("Service(s)"). These Terms and Conditions of Sale are subject to change, as notified by Seller posting revised Terms and Conditions of Sale on its Product literature website at www.eaton.com/Eaton/ProductsServices/Filtration/Terms-and-Conditions/index.htm.

1. Quotations and Price Lists

- 1.1. Quotation:** Written quotations by Seller ("Quotations") unless otherwise indicated therein, shall expire automatically sixty (60) days after the date appearing on the Quotations unless Seller receives and accepts Buyer's order within that period. Prior to the expiration date any Quotation is subject to change by Seller at any time upon written notice to Buyer.
- 1.2. Price Lists:** Price List means the list of prices applicable for the Seller's Products and as published by the Seller. Different Price Lists may apply for each of Seller's Product category. Each Price List is valid from its effective date as indicated on such Price List until its revision by the Seller. The Price List is subject to these Terms and Conditions of Sale.

2. Acceptance of Purchase Orders

Notwithstanding any contrary language in Buyer's purchase order, each purchase order shall be subject to acceptance by an authorized employee of Seller and each purchase order upon acceptance ("Contract") shall be governed exclusively by these Terms and Conditions of Sale, except if any specific terms have been expressly and mutually agreed by the parties and confirmed in Seller's sale order acknowledgment of each purchase order. Such acceptance is expressly limited to these Terms and Conditions of Sale, and any additional or different terms proposed by Buyer are automatically rejected unless expressly and specifically agreed to in writing by an authorized employee of Seller. Seller's acceptance of a purchase order is expressly conditioned upon the Buyer's assent to the Seller's Terms and Conditions of Sale contained herein. All purchase orders accepted by Seller are deemed to be sales for commercial Buyers and shall not, unless plainly and prominently stated on the face of the purchase order, be considered a sale to any federal, state, provincial or municipal governmental entity either domestic or foreign. No contract shall exist except as herein above provided. No contingency contained on any purchase order shall be binding upon the Seller and such additional or conflicting terms are deemed expressly rejected by the Seller.

3. Price Changes

The price of the Products shall be the price set out in the order acknowledgement or, where no price has been set out, the price provided by way of quotation or the price listed in Seller's price list current at the date of the acceptance. Seller reserves the right, by giving written notice at any time before shipment to the Buyer, to change the prices of the Products to reflect any change in the cost to Seller which is due to any factor beyond the reasonable control of Seller, including (without limitation): (i) exchange rate fluctuations; (ii) changed legal and regulatory requirement for the Products; (iii) increase in energy or raw material prices used in the Products; (iv) increases in transportation cost. Orders will be priced and invoiced accordingly. In such event, Buyer has the right to cancel the order to which the increase in price applies according to the terms of cancellation defined in Clause 14.2. Seller reserves the right to make any corrections to prices quoted due to clerical errors or errors of omission. In the event of any Buyer specific requirements (including without limitation any design, specification, ordered quantity, or shipment changes) representing a price increase, Buyer will be notified about the change and afforded an opportunity to confirm.

4. Payment Terms

Payment terms are net thirty (30) days from date of invoice if Seller has approved Buyer's credit. International orders may require a wire transfer of funds or an irrevocable Letter of Credit payable in U.S. funds at Seller's sole discretion. Some projects that are larger in scope as determined by Seller must be paid according to our standard milestone payment plan which is: net fifteen percent (15%) upon drawing approval; thirty-five percent (35%) upon receipt of major material; twenty-five percent (25%) upon notification of readiness to ship; and twenty-five percent (25%) net thirty (30) days after shipment. These milestone payments are subject to change at Seller's option depending upon the size of the project and Buyer's credit.

5. Taxes Charges and others

Price is exclusive of any custom duties, applicable taxes, levies and similar charges, premium freight costs, customized packaging costs, cost of disassembly, take-back, proper recycling and disposal of waste, and other applicable costs identified by Seller. These will be charged to and paid for by Buyer, including all taxes applicable to, or arising from, the transaction, the Products, their sale, value, or use, or any Services performed in connection therewith regardless of the person or entity actually taxed. Buyer is responsible for furnishing a tax exempt or resale certificate.

Date: October 2022

6. Delivery

Lead times are for reference only and are subject to change by Seller. Design and/or specification changes are subject to review for possible adjustments to delivery. Order quantities subject to scheduled delivery dates must be mutually agreed upon, except for a production variance applied by Seller of 10% from the Quotation. Delivery shall be made at the date or within the time period mutually agreed upon in writing. Seller shall have the right to make partial shipment of the Product or Services unless otherwise requested in writing from the Buyer, and invoice Buyer in accordance with the payment terms set forth in Clause 4 herein.

7. Packaging

The cost of standard bulk packaging for shipment in the United States and Canada, or domestic shipment as the case may be, is included in Seller's price, subject to Clause 5 herein. Additional charges may be imposed for special domestic packaging, overseas packaging, or special marking performed at Buyer's request and agreed to by Seller. Packaging materials will not be taken back by Seller unless Seller so agreed in writing.

8. Shipment Terms

Unless Seller agrees otherwise all shipments shall be FCA Seller's designated location (shipping point) and may be made by lots of reasonable commercial size as Seller deems appropriate. Seller shall also be entitled to impose additional charges for the completion, at Buyer's request, of forms with respect to shipping. Unless otherwise agreed in writing, Seller is not liable for freight charges including premium freight to expedite shipment or as a result of Buyer-initiated pick-up. Premium freight authorization must be obtained through Seller's premium freight approval process. If premium freight is authorized, Seller's designated freight carrier will be employed.

9. Transfer of Title and Risk of Loss

Title and risk of loss or damage in transit shall pass from Seller to Buyer at delivery, and delivery shall be deemed to occur upon transfer of possession to the first common carrier or Buyer's representative at the delivery point whichever occurs first per applicable shipping terms.

10. Limitation of Liability

THE REMEDIES OF THE BUYER SET FORTH IN THESE TERMS AND CONDITIONS OF SALE ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THESE TERMS AND CONDITIONS OF SALE TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRA-CONTRACTUALLY, OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD OR SERVICED HEREUNDER, OR ANY ASSOCIATED EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE BUYER OR OTHER THIRD PARTIES (EXCEPT AS OTHERWISE PROVIDED FOR IN CLAUSE 11 BELOW) OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER OR BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM, CONNECTED WITH, RESULTING FROM OR RELATED TO THESE TERMS AND CONDITIONS OF SALE WHETHER THE CLAIMS ARE BASED IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRA-CONTRACTUAL, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT OR SERVICE ON WHICH SUCH LIABILITY IS BASED. UNDER NO CIRCUMSTANCE SHALL SELLER HAVE ANY LIABILITIES OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING IN WHOLE OR IN PART FROM SELLER'S DELAY IN DELIVERING, OR FAILURE TO DELIVER ANY PRODUCTS TO BUYER AS AGREED.

11. Intellectual Property

Buyer shall indemnify and hold Seller harmless from and against any and all losses, costs, expenses, claims, demands, suits and judgments arising from actual or alleged infringements of any third-party's intellectual property rights by any Product manufactured to Buyer's specifications, or to the extent that such infringement is caused by Seller's compliance with any Buyer's requirement, modification, or specification. Subject to the foregoing, Seller shall defend any suit or proceeding brought against Buyer on a claim that a Product sold under this Contract, or any part thereof, directly infringes any third party intellectual property right, provided that Seller is notified promptly in writing and given all necessary information, assistance and authority to defend the same. Seller shall pay all damages and costs finally awarded against Buyer as a result thereof. If as the result of such direct infringement, the court enjoins the use of any Product, or part thereof, in the manner intended by Seller,

Date: October 2022

Seller shall at its sole expense and option:

- (a) procure for Buyer the right to continue using said Product or part;
- (b) replace such Product or part with a non-infringing product or part;
- (c) modify said Product or part so that it becomes non-infringing; or
- (d) remove said Product or part and refund its purchase price and transportation costs.

Seller shall have no further liability for actual or alleged intellectual property infringement except as provided herein.

12. Design and Technical Information

Seller claims proprietary rights in the items and information associated with this order including the Products and Services. Drawings and technical information are issued in confidence for engineering information and mutual assistance only and may not be publicly disseminated, reproduced or used by Buyer without Seller's prior written consent, and shall be returned immediately when its purpose has been served or upon Seller's request whichever is earlier.

13. Limited Warranty; Defects Notification

13.1 Limited Warranty: All Products and Services manufactured by Seller are warranted against defects in material and workmanship under normal use and service for which such Products and Services were designed for a period of eighteen (18) months after shipment or twelve (12) months after start-up, whichever comes first. Seller's sole obligation under this Limited Warranty is, at its option, to repair, replace, or refund any Product or any part or parts thereof found to be defective. This Limited Warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power, or any other expenses, which may be incurred in connection with repair or replacement. Seller's obligation under this Limited Warranty is conditioned upon receipt of all payments due from Buyer and prompt written notice of Buyer's warranty claim. THIS LIMITED WARRANTY IS THE BUYER'S EXCLUSIVE REMEDY AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Seller's maximum liability shall not in any event exceed the contract price paid for the defective Product or parts. This Limited Warranty shall not apply to any Product or component repaired or altered by anyone other than Seller's authorized personnel; to any Products assembled, installed, or used in a manner contrary to Seller's instructions; or claims due to failure to follow Seller's instructions for operation and maintenance. This Limited Warranty shall not apply to Product samples or prototypes. Those are provided "AS IS" with Seller having no liability or responsibility for any defects, errors, or omissions in, or any uses or decisions made by the Buyer with or in reliance upon samples or prototypes.

13.2 Defects Notification: The Buyer shall notify the Seller of alleged defects in or related to the Products or Services (including, but not limited to, incorrect or insufficient deliveries) in writing and without delay. Such notice shall no longer be deemed "without delay" when it is not given within ten (10) business days; this deadline shall be deemed to have been met if the notice is posted within this period.

14. Changes and Cancellation

14.1 Changes: Changes to existing schedules or orders are subject to Seller's acceptance and may result in an increase in per piece price due to any reschedule and/or order changes. Upon Buyer's written request, Seller may accept temporary holds on orders for rescheduling purposes for a cumulative period not to exceed thirty (30) days. Upon the expiration of this 30-day period, if Buyer has not communicated its rescheduled date, Seller reserves the right to recommence shipments in accordance with the original schedule or cancel the order without prejudice to Seller's rights to its cost reimbursement set forth hereunder.

14.2 Cancellations: Cancellations to existing schedules or orders are subject to Seller's prior written acceptance and payment of reasonable termination charges, including all progress billings and reimbursement by Buyer of Seller's incurred direct manufacturing costs, including but not limited to all labor costs and expenses and costs of materials that are not usable by Seller and other non-recoverable costs incurred. Such incurred costs will be determined by Seller and communicated in writing to Buyer.

15. Returns

No Products shall be returned to Seller, whether for inspection, repair, replacement, or any other reason, without prior written approval from Seller. Unauthorized returns will not be accepted. Freight must be prepaid. Seller will not bear or be responsible for any related costs and risks. Products and parts must be returned for reasons other than warranty in new or like new condition with complete identification, and all returns must be made in accordance with Seller's instructions or the shipment may not be accepted. Only standard Products may be returned for credit, if in original condition and resalable. MSDS documentation must accompany all in service Product returns.

Date: October 2022

16. Minimum Order Value

The Minimum order value is \$250.00 NET, unless otherwise provided herein or approved in writing by Seller. All new account orders \$500.00 NET and less will be credit card only. No minimum applies for E-commerce orders.

17. Remedies

To the extent permitted by applicable law, any lawsuit or legal claim for breach of this Contract must be brought within one (1) year after the breach occurs. This does not affect Buyer's obligation to inspect the condition of the purchased object as soon as feasible in the normal course of business and, if Buyer discovers defects for which Seller is liable under Warranty, to notify Seller without delay.

18. Currency

All payments are to be made in \$USD unless otherwise indicated by Seller on the invoice.

19. Compliance with Laws

19.1 Seller shall comply with all laws and regulations to which Seller is subject pertaining to the manufacture of the Products. For the avoidance of doubt, "laws and regulations" do not include recommendations of standard-setting organizations. Seller shall not be responsible for noncompliance with laws arising out of combination, operation or use of the Products with products not supplied by Seller where use of the Products without such combination, operation or use would be in compliance with such laws.

19.2 Buyer shall obtain all licenses, permits and approvals required by any government or applicable authority, including any recycling or take-back programs applicable to packaging of Products, and shall comply with all applicable laws, statutes, rules, regulations, orders, policies and procedures and any requirements applicable to the importation, exportation, use, sale, loan, purchase, destruction, and distribution of Products of any government or other competent authority where the Products are to be used or deployed or performance under these Terms and Conditions is carried out including those referenced in this Clause and Clause 21 below (collectively, "Applicable Laws"). In the event of any third party claim against Seller relating to the foregoing, Buyer shall provide all necessary information and assistance in the resolution of the claim and Buyer shall indemnify and hold Seller harmless against any such third-party's claim. Buyer warrants that it shall comply with and not take any action or permit or authorize any action that will render Seller liable for a violation of the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, and any applicable local law, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or Seller in obtaining or retaining business. Seller strives to maintain the highest standards of business integrity. If Buyer has any cause for concern regarding any business practices these should be reported to Seller. Buyer acknowledges that the failure to comply with all such Applicable Laws and/or Seller's policies will be deemed a material breach of this Contract and shall entitle Seller to terminate this Contract (in addition to any other remedies Seller may have at law or equity). Buyer agrees to indemnify, defend and hold Seller harmless from any breach of Buyer's obligation under this clause.

20. Export, Re-export, Transfer and Use Controls

The Products (or Services) supplied by Seller under this Contract may be subject to export controls under the laws and regulations of the United States (U.S.), the United Nations, the European Union or the country of export pursuant to applicable law. Such regulations include, but are not limited to, applicable laws and regulations of the United States of America governing the export of U.S. origin goods, software, technical data and military items, including the U.S. Export Administration Act, Export Control Act, regulations of the Bureau of Export Administration, the Office of Foreign Assets Control and the Office of Defense Trade Controls, and Trading with Enemy Act and the International Traffic in Arms Regulation (ITAR). Buyer shall comply with such laws and regulations governing export, re-export, transfer and use of Seller Products and will obtain all required U.S. and local authorizations, permits, or licenses. Seller and Buyer each agree to provide the other party with information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Buyer's obligations under this clause shall survive the expiration or termination of this Contract. Buyer shall not take any action in connection with Seller's Products and Services deemed to support a boycott of any country unauthorized by the U.S., the United Nations, the European Union, or any government and pursuant to applicable law, or otherwise take any action which will place Seller or any other affiliate of Seller in jeopardy of breaching or violating any such laws or regulations or interpretations thereof.

Date: February 2022

21. Termination

- 21.1** If a party breaches any of the provisions of this Contract, the non-breaching party may terminate this Contract as follows:
- (a) immediately upon providing written notice to the breaching party if the breach is not capable of being cured, or
 - (b) thirty (30) days after providing written notice to the breaching party if the breaching party fails to cure such breach within such thirty 30-day period or as otherwise agreed to by the parties in writing.
- 21.2** The termination of the Contract in any way whatsoever will be without prejudice to the rights, obligations, and liabilities of either party accrued prior to termination.

22. Bankruptcy

If bankruptcy proceedings are instituted against any contracting party or an application for bankruptcy proceedings against that party is not granted for insufficiency of assets, the other party may terminate the Contract immediately with written notice subject to any applicable mandatory law. Notwithstanding the foregoing, the Seller's title to the delivered goods shall not be affected by the bankruptcy and/or insolvency proceedings. At its discretion and at any time, Seller shall be entitled to enter the Buyer's premises and re-take possession of any Products and Services that have been delivered but remained unpaid by the Buyer.

23. Assignment

Seller shall be entitled to delegate, transfer or assign its rights and obligations arising from the Contract, in whole or in part, to any affiliate company which is owned, directly or indirectly, by Eaton Corporation Plc. Seller may, without Buyer's consent, assign the right to receive any amount due.

24. Personal Data Processing

In performing the Contract as defined, the parties may have access to one or more databases, applications, reports, documents and/or other information in hardcopy or electronic form that contain or process data relating to identified or identifiable individuals ("Personal Data"). Such individuals may include employees, temporary workers, contractors, consultants, students, customers, end-users or other business partners and associates. Each party acknowledges that Personal Data, in whichever form, is of a very sensitive nature, and hereby undertake to treat Personal Data strictly confidential and to use them only within the limits authorized by Seller. If necessary and upon request of Seller, Buyer shall procure from its employees, agents or sub-contractor that they sign Seller standard individual forms regarding the protection of Personal Data. To the extent permitted by applicable law, the parties consent to the processing of their respective Personal Data. In particular each party agrees expressly that the other party communicates the received Personal Data to any service provider in and outside the EU for performing this Contract, including for accounting, financing and contract management purposes.

25. Force Majeure

Seller shall have no liability to Buyer for Seller's delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, earthquakes, hurricanes, similar storms, or other actions of the elements, acts of God or the public enemy, actions or failures to act by governmental agencies, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power, transportation facilities or tooling capacity, the impact of the outbreak of COVID-19 or any other epidemics, or other similar or dissimilar causes beyond Seller's reasonable control whether or not foreseeable. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver, any Products to Buyer as agreed.

26. Governing Law

The Terms and Conditions of this Contract shall be exclusively governed by and construed in accordance with the substantive and procedural laws of Ohio, excluding its conflict of laws principles and excluding the UN Convention on Contracts for the International Sales of Goods. Any dispute, controversy or claim arising out of or in connection with any Contract as defined or related thereto, including governing law, validity, invalidity, breach or termination, that cannot be settled amicably within sixty (60) days shall fall within the exclusive jurisdiction of the competent court in the Northern District of Ohio.



DATE: 7/21/26

TO: Public Works Committee

FROM: Jordan Skiff, Wastewater Superintendent

SUBJECT: Resolution 69-26-27—Pre-Selecting the Trojan UV Signa system

ISSUE: Should the Public Works Committee recommend approval of pre-selecting the Trojan UV Signa system as the core of a proposed 2027 WWTP transition to UV disinfection?

STAFF RECOMMENDATION: Staff recommends approval.

BACKGROUND/DISCUSSION: At the August 3rd City Council meeting, I plan to ask for approval to have Strand Associates design our UV project around Trojan's system. While the \$6.39 million construction project isn't projected to start until late 2027 (at the earliest), identifying the system we intend to use will allow Strand to tailor their design to this system, use system details in communications with the DNR, fine-tune construction cost estimates, etc.

Strand solicited quotes from the two primary manufacturers of UV equipment, Trojan and Wedeco. They requested two quotes from each: one that meets Build America/Buy America (BABA) requirements and one that does not. BABA compliance is required if we decide to pursue a Clean Water Fund loan (with possible principal forgiveness) to pay for this project, but BABA compliance also adds significant expense and lead times to the project. We will work with Finance, Ehlers and Strand to determine the best course for the City as the financing process plays out.

For now, however, the quotes showed that Trojan's quote offered a lower cost, more disinfection capability, energy savings, and a performance guarantee. Trojan is the most common system in the U.S., and completed extensive homework at our Plant before submitting their proposal.

IF APPROVED, NEXT STEPS: Strand will continue to develop construction drawings, DNR correspondence and project cost estimates specifically with the Trojan system in mind. The 2027 CIP will reflect the updated cost estimate and proposed financing method for the project.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 69-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

JULY 27, 2026.

A RESOLUTION confirming the selection of a Trojan UV Signa system to meet the Sheboygan Regional Wastewater Treatment Plant's (WWTP) disinfection needs.

WHEREAS, disinfecting wastewater immediately before it enters Lake Michigan is a critical part of the treatment process; and

WHEREAS, most large wastewater treatment plants now disinfect their treated water using ultraviolet (UV) lamps instead of costly and corrosive chemicals; and

WHEREAS, the WWTP's chemical disinfection system is in need of a significant upgrade; and

WHEREAS, a 2025 study by Strand Associates concluded that UV disinfection holds many advantages over chemicals such as staff safety, price stability and less environmental risk, all at a comparable 20-year expense; and

WHEREAS, Strand solicited price quotes from the two primary manufacturers of UV equipment for which units would best fit Sheboygan's needs; and

WHEREAS, the price quotes are comparable, with Trojan's UV Signa system offering more robust disinfection and reliability; and

WHEREAS, selecting a manufacturer now will allow Strand to continue the project design around this specific system; and

WHEREAS, Trojan's price is in line with the amount already reflected in the 2027 CIP, the budget number for which will be updated by Strand specifically for this equipment.

NOW, THEREFORE, BE IT RESOLVED: That the Public Works Director is authorized, after review and approval by the City Administrator and City Attorney, to direct Strand Associates to proceed with project design using the Trojan UV Signa as the selected system.

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



DATE: 7/21/26

TO: Public Works Committee

FROM: Jordan Skiff, Wastewater Superintendent

SUBJECT: Resolution 70-26-27—Approving procurement of an APG Neuros aeration blower

ISSUE: Should the Public Works Committee recommend approval of a quote submitted by APG Neuros to replace an aging Turblex blower?

STAFF RECOMMENDATION: Staff recommends approval.

BACKGROUND/DISCUSSION: At the August 3rd City Council meeting, I plan to ask for approval of a quote from APG Neuros for an NX250 high speed turbo aeration blower at a cost of \$219,542. This blower will replace a Turblex blower that is at the end of its useful life, allowing us to continue to meet DNR capacity requirements well into the future. Aeration blowers provide the air needed by microorganisms to uptake nutrients in the activated sludge process at the wastewater plant, without which it would be impossible to meet permit requirements for biological oxygen demand (BOD), phosphorus, etc. This blower is intended to be smaller than the other three to allow it to be used—at significant energy savings—during times of low demand.

Donohue Associates, the engineering firm assisting with this project, solicited quotes from three reputable firms, and Neuros' price was best, its unit was the most efficient, its lead time was much shorter than the competitors', it most closely met Donohue's specifications, and we've had good success with two other Neuros blowers. Donohue provided a memo on July 9th analyzing the proposals and recommending Neuros (attached).

While more funds will be needed in 2027 for installation, this purchase is well within the 2026 CIP allocation of \$375,000 for this project. It also appears that we may qualify for around \$50,000 in Focus on Energy incentives due to the energy savings this unit is anticipated to provide. Completing this purchase now will allow Donohue to design the installation project around this specific equipment and will allow design and bidding of the contract to take place while the blower is being manufactured.

IF APPROVED, NEXT STEPS: A purchase contract will be entered with APG Neuros and the manufacturing process can begin. Donohue will complete their installation design, and an installation contractor will be selected through the sealed bid process for 2027.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 70-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

JULY 27, 2026.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with APG Neuros to purchase an aeration blower.

WHEREAS, four aeration blowers are required to meet DNR “firm capacity” requirements, providing the air needed to facilitate the Wastewater Treatment Plant’s activated sludge process; and

WHEREAS, three of the four blowers have been replaced over the past several years but the remaining Turbplex blower is inefficient and has reached the end of its useful life; and

WHEREAS, a fourth blower is envisioned that has “turn-down” capability of providing the necessary air at significant cost savings when demand is low; and

WHEREAS, a generous Focus on Energy incentive is anticipated to offset some of the cost of this purchase; and

WHEREAS, Donohue Associates has solicited quotes from three respected manufacturers; and

WHEREAS, APG Neuros’ price quote and lead time for their NX250 high speed turbo blower was the lowest up-front cost, the lowest present value cost, the shortest lead time, and the unit most aligned with Donohue’s design specifications; and

WHEREAS, the WWTP’s two most recent blowers are also APG Neuros products, resulting in a good experience with both product quality and company responsiveness; and

WHEREAS, approving the procurement of the APG Neuros blower now will streamline Donohue’s installation design and allow design and blower manufacture to take place concurrently; and

WHEREAS, APG Neuros’ price quote of \$219,542 is well within the 2026 budgeted amount of \$375,000.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized, after review and approval by the City Administrator and City Attorney, to enter into a purchase agreement with APG Neuros to procure one NX250 high speed turbo blower.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds from Acct. No. 630361-641100 (Wastewater Fund—Wastewater—Improvements Other Than Buildings), upon the agreement being fully executed by all parties, to pay for said purchase.

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