



PUBLIC WORKS COMMITTEE AGENDA

May 11, 2026 at 5:00 PM

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

Notice that the Public Works Committee will meet at 5:00 p.m. or immediately following the Licensing, Hearings, and Public Safety Committee meeting.

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 April 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. Res. No. 7-26-27 by Alderpersons Dekker and Kelly authorizing executing a one-year lease with David J. Schleicher for agricultural property in the City of Sheboygan.
7. Res. No. 8-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Co., Inc. for the 2026 Streets Department Projects (ADA Curb Ramp Improvements).

- [8.](#) Res. No. 9-26-27 by Alderpersons Dekker and Kelly authorizing the purchase of three trucks from Enterprise Fleet Management and the signing of all required documents associated with the purchase.
- [9.](#) Res. No. 12-26-27 by Alderpersons Dekker and Kelly altering the at-grade crossing of Wildwood Avenue, a public street with the tracks of the Union Pacific Railroad.
- [10.](#) Res. No. 18-26-27 by Alderpersons Dekker and Kelly approving a Purchase Agreement with Traffic and Parking Control Co, LLC for Twenty (20) McCain Flex TS2 Type 2 EPAC D Traffic Signal Controllers.

TENTATIVE DATE OF NEXT REGULAR MEETING

11. Next Regular Meeting Date: May 26, 2026

ADJOURN MEETING

12. Motion to Adjourn

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

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

CITY OF SHEBOYGAN

PUBLIC WORKS COMMITTEE MINUTES

Monday, April 13, 2026

OPENING OF MEETING

1. Call to Order

The meeting was called to order at 5:20 PM

2. Roll Call

Alderspersons present: Chair Dekker, Vice Chair Rust, Boorse - 3

Alderspersons remote: Menzer -1

Alderspersons excused: Belanger -1

3. Pledge of Allegiance

4. **Approval of Minutes**

Public Works Committee Meeting held on March 23, 2026

MOTION TO APPROVE MINUTES FROM MARCH 23, 2026

Motion made by Rust, Seconded by Boorse

Voting Yea: Dekker, Rust, Menzer, Boorse - 4

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. 42-25-26 by Alderspersons Dekker and Rust amending amending Sections 46-1; 46-82; 46-88; 46-89; and 46-91 of the Municipal Code relating to solid waste and recycling in general.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

Motion made by Rust, Seconded Boorse

Voting Yea: Dekker, Rust, Menzer, Boorse - 4

7. Res. No. 205-25-26 by Alderspersons Dekker and Rust making written findings pursuant to Wisconsin statutes section 32.03(6)(bm) concerning the proposed acquisition of property interests for the Southside Sanitary Sewer System Project.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Rust, Seconded by Boorse

Voting Yea: Dekker, Rust, Menzer, Boorse - 4

8. Res. No. 207-25-26 by Alderpersons Dekker and Rust authorizing executing an easement for a mini-storm sewer (3212 North 21st Street).

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Rust, Seconded by Boorse

Voting Yea: Dekker, Rust, Menzer, Boorse - 4

TENTATIVE DATE OF NEXT REGULAR MEETING

9. Next Regular Meeting Date: May 11, 2026

ADJOURN MEETING

10. Motion to Adjourn Sine Die

MOTION TO ADJOURN AT 5:30 PM

Motion made by Rust, Seconded by Boorse

Voting Yea: Dekker, Rust, Menzer, Boorse - 4

**CITY OF SHEBOYGAN
RESOLUTION 7-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

MAY 11, 2026.

A RESOLUTION authorizing executing a one-year lease with David J. Schleicher for agricultural property in the City of Sheboygan.

WHEREAS, the City owns approximately 43 acres of land described as 6400 Moenning Road, Town of Wilson, located between South Business Drive and Moenning Road; and

WHEREAS, David J. Schleicher farmed this property under its prior ownership via agricultural land lease and wishes to continue doing so in 2026; and

WHEREAS, such farming operations are not expected to interfere with the City’s intended use of the property in 2026; and

WHEREAS, the parties desire to allow David J. Schleicher to continue planting, farming, growing and harvesting crops as described in said lease.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the attached lease with David J. Schleicher for the 2026 agricultural use of approximately 43 acres of land owned by the City of Sheboygan.

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

AGRICULTURAL LEASE

THIS AGRICULTURAL LEASE (the “**Lease**”) is made as of January 1, 2026 (the “**Effective Date**”), by and between the **CITY OF SHEBOYGAN, WISCONSIN** (“**Landlord**”) and **DAVID J. SCHLEICHER**, an individual (“**Tenant**”).

RECITALS

- A. Landlord is the fee owner of the approximately 43.21 acres of real property located in the City of Sheboygan, Wisconsin and shown on Exhibit A attached to this Lease and incorporated herein by reference (the “**Premises**”), subject to covenants, restrictions, reservations, liens, encumbrances, conditions, encroachments, easements and other matters of title that affect the Premises (“**Permitted Encumbrances**”);
- B. Tenant desires to lease the Premises for the sole purpose of planting, farming, growing and harvesting winter wheat, soybeans, tillable radishes, oats, corn and clover crops and on the terms and conditions set forth in this Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant each hereby agrees as follows:

1. GRANT OF LEASE; LEASE TERM; AND TENANT’S ACCEPTANCE OF CONDITION OF PREMISES.

1.1 Grant of Lease. In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord leases to Tenant, and Tenant rents from Landlord the Premises subject to this Lease and the Permitted Encumbrances.

1.2 Term. The term of this Lease shall be for three hundred sixty-five calendar days, unless terminated earlier as expressly provided herein (the “**Term**”). The Term shall commence on the Effective Date (the “**Commencement Date**”) and end on December 31, 2026.

Regardless of the fact that the Term of this Lease is for one calendar year only, Tenant has requested an opportunity to extend the Term of this Lease. Landlord has not agreed to extend the Term beyond December 31, 2026 but Landlord may do so by executing an amendment to the Lease that is signed by both Landlord and Tenant. In the event that Tenant desires to extend the Term of this Lease for another calendar year, Tenant shall provide prior written notice of such desire by September 30 of the current Term, and on or before October 15 of the current Term, Landlord may inform Tenant in writing of Landlord’s determination on Tenant’s request for an extension to the Term. For the avoidance of any doubt and notwithstanding any provision herein to the contrary, if Landlord does not provide Landlord’s determination in writing to Tenant on or before October 15, 2026, Landlord is deemed to have rejected the request by Tenant for an extension of the Term.

1.3 “AS IS” Condition. The Tenant has inspected the Premises and accepts the Premises “AS IS,” “WHERE IS” and “WITH ALL FAULTS” in its current condition without any express, implied or any other representations or warranties as to the condition of the Premises by Landlord. Landlord expressly disclaims any warranties or representations regarding the Premises

and any and all conditions or entitlements related to the Premises and, further, makes no warranties or representations regarding the suitability of the Premises for Tenant's use. Tenant warrants and represents that Tenant had adequate time and opportunity to conduct all due diligence Tenant deems necessary on the Premises and that Tenant is relying solely upon Tenant's own judgment in proceeding to enter into this Lease on the Premises.

2. RENT.

2.1 Rent. Tenant shall pay to Landlord the sum of Four Thousand Nine Hundred Sixty-Nine and 15/100 Dollars (\$4,969.15) as rent for use of the Premises during the Term pursuant to the provisions of this Lease (the "**Rent**"). Rent is determined by multiplying the acreage of the Premises (43.21 acres) by One Hundred Fifteen Dollars (\$115.00). Rent shall be paid without demand therefor and without abatement, deduction, or set-off. Rent shall be due and payable in full by Tenant to Landlord on January 8, 2026.

2.2 Tenant's Obligation to Pay Taxes and all Operating Costs. During the Term, Tenant shall pay all operating expenses of whatever nature that relate to the Premises including, but not limited to, Taxes (as defined below), insurance premiums, operating charges, maintenance charges, input costs, fuel costs and any and all other charges, costs and expenses which arise on the Premises or may be contemplated under any provisions of this Lease during the Term.

2.3 Lien Rights. All Rent due and to become due and all other obligations of Tenant to Landlord under this Lease shall as a result of the recording of this Lease (or a memorandum of this Lease), be a first lien on the Premises and all improvements on the Premises, and all other liens shall be subordinate to the lien of this Lease, except as otherwise required by applicable law or permitted by Landlord in writing.

2.4 Place of Payment. All sums payable to Landlord under the terms of this Lease shall be paid to or upon the order of Landlord at the Landlord's address set forth in this Lease or as otherwise designated in writing by Landlord. Landlord may change its address by notice to Tenant of such change pursuant to the terms of this Lease.

2.5 Past Due Rent. If Tenant fails to timely pay Rent or any other charge due under this Lease, such failure to timely pay shall be a Default (as defined below) under this Lease and the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

3. USE.

3.1 Permitted Use. The Premises shall be used solely for of planting, farming, growing and harvesting winter wheat, soybeans, tillable radishes, oats, corn and clover crops. Neither Tenant nor any successor or assign of Tenant shall use or permit the Premises to be used in any manner other than the manner expressly permitted by this Lease.

3.2 Prohibited Uses. **NEITHER TENANT NOR ANY SUCCESSOR OR ASSIGN OF TENANT SHALL PERMIT THE PREMISES OR ANY IMPROVEMENT ON THE PREMISES TO BE SUBJECT TO ANY LIEN, LEASE, CONTRACT OR**

AGREEMENT OF ANY KIND (WHETHER WRITTEN OR ORAL) WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD. NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, NEITHER TENANT NOR ANY SUCCESSOR OR ASSIGN OF TENANT SHALL USE OR PERMIT THE PREMISES OR ANY IMPROVEMENT THEREON TO BE USED IN ANY MANNER WHICH IS CONTRARY TO ANY APPLICABLE STATUTE, RULE, ORDER, ORDINANCE, REQUIREMENT OR REGULATION, CAUSE INJURY OR DAMAGE TO THE PREMISES, CAUSE THE VALUE OR USEFULNESS OF ALL OR ANY PART OF THE PREMISES TO DIMINISH (OTHER THAN NORMAL WEAR AND TEAR), CONSTITUTE A PUBLIC OR PRIVATE NUISANCE OR WASTE, OR RENDER THE INSURANCE ON THE PREMISES VOID OR THE INSURANCE RISK MORE HAZARDOUS OR CREATE ANY DEFENSE TO PAYMENT. TENANT AND ALL SUCCESSORS AND ASSIGNS OF TENANT EACH AGREES THAT IT WILL PROMPTLY, UPON DISCOVERY OF ANY SUCH PROHIBITED USE, TAKE ALL NECESSARY STEPS TO COMPEL THE DISCONTINUANCE OF SUCH PROHIBITED USE.

3.3 No Adverse Possession. Tenant shall not use, suffer or permit all or any portion of the Premises to be used in such manner as might reasonably tend to impair Landlord's title to all or any portion of the Premises, or in such manner as might reasonably make possible a claim of adverse possession or of implied dedication of all or any portion of the Premises.

4. TAXES.

4.1 Taxes. "Taxes" shall mean real estate taxes, assessments (general or special), sewer rents, rates and charges, transit taxes, taxes based upon leases or the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary which may now or subsequently be levied, assessed or imposed against all or any portion of the Premises, any interest in the Premises, or any improvements thereon. At its sole cost and expense, Tenant shall pay all Taxes. Notwithstanding anything contained in the foregoing definition to the contrary:

- (a) If at any time the method of taxation then prevailing shall be altered so that all or any part of any new or additional tax, assessment, levy, imposition or charge shall be imposed upon Landlord in place or partly in place of any Taxes or contemplated increase in such Taxes, or in addition to Taxes, and shall be measured by or be based in whole or in part upon the Premises, the rents or other income from the Premises or any leases of all or any part of the Premises, then all or any part of such new taxes, assessments, levies, impositions or charges, shall be included in Taxes levied, assessed or imposed against the Premises and are obligations to be paid by Tenant under this Lease. Tenant shall advance to Landlord, prior to the due date of any such Taxes an amount equal to any Taxes Landlord may be required to pay under this Section 4.1(a).
- (b) Notwithstanding the year for which any such taxes or assessments are levied, in the case of special taxes or assessments which may be payable in

installments, the amount of each installment, plus any interest, payable during any such year shall be considered Taxes assessed and levied for that year. Except as provided in the preceding sentence, all references to Taxes assessed, levied, confirmed or imposed during a particular year shall be deemed to refer to Taxes levied, assessed or otherwise payable during such year without regard to when such Taxes are imposed.

4.2 Payment. At its sole cost and expense, Tenant shall pay directly, before any fine, penalty, interest or cost is incurred, all Taxes which are assessed, levied, confirmed, imposed or which become a lien upon the Premises with respect to any period of time within the Term.

4.3 Contest. Tenant shall have the right at its own expense to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith provided that, prior to contesting the Taxes, the Tenant either (i) pays the tax in full or (ii) deposits 100% of the amount of the Taxes, an irrevocable letter of credit in that amount or a bond in that amount with the Landlord. In connection with any such contest, Tenant shall reimburse Landlord for all attorneys' fees and other costs incurred by Landlord on demand and shall pay when due the Taxes, if any, as finally determined in such proceedings which Tenant had not previously paid, and all costs, fees, including attorneys' fees, interest, penalties, fines and other liabilities relating thereto.

5. INSURANCE.

5.1 Fire and Casualty. Tenant shall continuously maintain in full force and effect during the Term of this Lease a policy or policies of insurance insuring the Premises and all improvements thereon to their Full Replacement Cost (as hereafter defined) against loss or damage by fire, casualty and extended perils and other perils with replacement cost and agreed amounts endorsements, and such other endorsements as may be reasonably required by the Landlord or, if applicable, Tenant's mortgagee, including, but not limited to, an endorsement to provide coverage against acts of terrorism. For the purposes of this Lease, "**Full Replacement Cost**" shall be interpreted to mean the cost of repairing the Premises and/or replacing (to the extent possible) such improvements impacted by such fire, casualty or other peril to like kind and quality as such improvements were prior to such fire, casualty or other peril and, in addition, a reasonable amount for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Premises and such improvements as a result of such fire, casualty or other peril.

5.2 Liability. During the Term, Tenant shall continuously maintain in full force and effect the following additional insurance coverages:

- (a) Commercial general liability against any loss, liability or damage on, about or relating to all or any portion of the Premises and all improvements thereon, with limits of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$1,000,000 combined single limit coverage for bodily injury or property damage claims, claims involving contractual liability, and claims for consequential damages arising out of or in connection with Tenant's operations in and maintenance and use of the

Premises and improvements thereon. Such limits may be increased from time to time as reasonably determined by the Landlord to amounts consistent with prevailing industry standards. Tenant shall carry excess umbrella insurance over the commercial general liability policy with limits of not less than \$1,000,000.

- (b) Appropriate insurance on all personal property on the Premises and all improvements thereon.
- (c) Workman's compensation insurance in amounts required by applicable law.

This property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for an architect's, contractor's, engineer's and/or construction manager's services and expenses required as a result of such insured loss.

5.3 Policies. All fire and casualty policies of insurance required by this Lease shall provide that the proceeds shall be payable to Tenant and any mortgagee, as their interests may appear. The Landlord shall be named as an additional insured, on a primary and non-contributory basis, on the liability and property policies. All policies of insurance shall be written by a company or companies reasonably satisfactory to Landlord and licensed in the State of Wisconsin, and with a general policyholder's rating of not less than A and a financial rating of not less than XI in the most current available Best's insurance reports, and on a form acceptable to Landlord. Certificates of insurance reasonably acceptable to Landlord (or a copy of the policy if requested by Landlord) shall be delivered to Landlord endorsed "Premium Paid" by the company or agent issuing the same or accompanied by other evidence satisfactory to Landlord that the premiums have been paid as of the Effective Date; and prior to expiration of such policy, certificates of insurance, plus evidence of premium payment, shall be delivered to Landlord not less than twenty (20) days prior to the expiration of the then current policy term. Each policy shall not be cancelled or coverage decreased without at least thirty (30) days prior written notice to the Landlord given by the Tenant.

5.4 Blanket Policies. Nothing in this Section 5 shall prevent Tenant from taking out insurance of the kind and in the amount provided for under the preceding paragraphs of this Section 5 under a blanket insurance policy or policies which may cover other properties owned or operated by Tenant as well as the Premises; provided, however, that any such policy of blanket insurance of the kind provided for shall (a) specify the amounts exclusively allocated to the Premises and all improvements on the Premises or Tenant shall furnish Landlord and any mortgagee with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Premises and all improvements thereon, and (b) not contain any clause which would result in the insured being required to carry any insurance with respect to the property covered in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the named insured from becoming a co-insurer of any loss with the insurer under such policy; and further provided, however, that such

policies of blanket insurance shall, as respects the Premises and all improvements thereon, contain the various provisions required of such an insurance policy by the provisions of this Section 5.

5.5 Tenant's Indemnification. Tenant agrees to indemnify and save Landlord harmless against and from any and all third party claims, damages, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees), arising out of Tenant's use of the Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, sublessees, concessionaires or licensees in or about the Premises; but excluding any claims, damages, losses, liabilities or expenses to the extent caused by the willful misconduct of Landlord or Landlord's employees, agents, contractors or invitees. In case any action or proceeding is brought against Landlord by reason of any claim covered by Tenant's indemnity, Tenant, upon notice from Landlord, shall defend such action or proceeding that is brought against Landlord by reason of any such claim. Tenant, upon notice from Landlord, covenants to defend such action or proceeding at no cost or expense to Landlord. Landlord reserves its rights as an additional insured on the insurance policies, if any, to approve counsel selected by the insurance company. If the claim is in excess of the insurance limits, Tenant will engage counsel to defend Landlord on the excess claim who is reasonably acceptable to the Landlord.

6. UTILITIES.

6.1 Utility Service. Tenant shall directly pay, when due, all charges of every nature, kind or description for utilities furnished to the Premises or any improvement thereon or otherwise chargeable against the Premises or such improvements during the Term, including all charges for water, sewage, heat, gas, light, garbage, electricity, telephone, digital subscriber line, or other public or private utility services. Landlord shall not be liable for the provision of any such services or any interruption or discontinuation of any such services nor shall such interruption or discontinuation constitute grounds for constructive eviction.

6.2 Deposits. In the event that any charge, deposit or fee is required to furnish any utility to the Premises as a condition precedent to furnishing or continuing to furnish such utility, such charge, deposit or fee shall be deemed to be a utility charge payable directly by Tenant.

7. REPAIRS.

7.1 Good Order and Repair. At its sole cost and expense throughout the Term, Tenant shall (a) take good care of the Premises and all improvements thereon; (b) keep the same in good order and condition (ordinary wear and tear and casualty damages not covered by insurance excepted); and (c) make and perform all maintenance and all repairs of every nature, kind and description in and to the Premises and all improvements thereon as may be necessary or advisable to keep the Premises and such improvements in good working condition. When used in this Lease, "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be at least equal in quality to the condition of the Premises and the improvements thereon as of the Commencement Date and shall be made in a good and workmanlike manner in accordance with all applicable laws, ordinances and regulations.

7.2 Exterior Maintenance. At all times during the Term, Tenant shall take good care of, repair and maintain all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, landscaped areas, entrances and passageways in good order and repair and shall promptly remove all accumulated snow, ice and debris from any and all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, entrances and passageways, and keep all portions of the Premises, including appurtenant areas, in a clean, natural and orderly condition.

7.3 No Landlord Responsibility. Landlord shall not be required to furnish any services or facilities or to make any repairs, replacements or alterations whatsoever in, about or to the Premises or any improvements thereon.

8. COMPLIANCE WITH LAWS. Tenant shall at its sole cost and expense promptly comply or cause compliance with or remove or cure or repair any violation of any and all encroachments, any present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Premises and the appropriate departments, commissions, boards and their officers; and the orders, rules and regulations of the Board of Fire Underwriters where the Premises is situated; or any other body now or subsequently constituted exercising lawful or valid authority over the Premises.

9. CONSTRUCTION LIENS AND OTHER LIENS. Tenant shall not suffer or permit any construction lien or other lien to be filed against all or any portion of the Premises, by reason of work, labor, services, equipment or materials supplied or claimed to have been supplied to the Premises, or any portion of the Premises. If any such construction lien or other lien shall at any time be filed against all or any portion of the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after notice thereof. If Tenant shall fail to discharge such construction lien or liens or other lien within such period it shall be deemed a Default and then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying to the claimant the amount claimed to be due or by procuring the discharge of such lien as to the Premises by deposit of a cash sum or a bond or other security, or in such other manner as is now or may in the future be provided by present or future law for the discharge of such lien as a lien against the Premises. Any amount paid by Landlord, or the value of any deposit so made by Landlord, together with all costs, fees and expenses (including reasonable attorneys' fees), and interest at the rate of three percent (3%) above the prime rate as published from time to time by the Wall Street Journal or publication of a similar nature if the Wall Street Journal stops publishing per annum (the "**Default Interest Rate**"), shall be repaid by Tenant to Landlord on demand. Tenant shall indemnify and defend Landlord and its agents and employees and save Landlord, its agents and employees and all or any portion of the Premises, harmless from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including, without limitation, attorneys' fees, resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien or other lien placed on the Premises or against the Tenant.

10. **TENANT'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

The Tenant hereby represents, warrants and covenants that:

- (a) Tenant is a resident of the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on Tenant's business or financial condition;
- (b) Tenant has full authority to execute and perform this Lease and has obtained all necessary authorizations to enter into, execute, perform and deliver this Lease;
- (c) the execution, delivery, and performance of Tenant's respective obligations pursuant to this Lease will not violate or conflict with any other agreement to which Tenant is a party or is bound or any law applicable to Tenant or the Premises;
- (d) this Lease constitutes legal, valid, and binding obligations of Tenant enforceable against Tenant in accordance with their respective terms;
- (e) Tenant will promptly furnish to the Landlord, during the term of this Lease, written notice of any litigation affecting Tenant and any claims or disputes which involve a material risk of litigation against Tenant;
- (f) Tenant will provide to the Landlord, promptly upon the Landlord's request, any information or evidence deemed necessary by the Landlord related to performance of Tenant under this Lease to enable the Landlord to timely and accurately complete any accounting or reporting requirements applicable to the Landlord related to the transactions under this Lease; and
- (j) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Tenant is pending or threatened, and no other event has occurred which may materially adversely affect Tenant's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the Landlord in writing.

11. **DEFAULTS OF TENANT.**

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute a "**Default**" under this Lease:

- (a) If default shall be made in the due and punctual payment of any amount to be paid by Tenant under this Lease, when and as the same shall become due and payable and such default shall continue for a period of thirty (30) calendar days (except with regard to the payment of Rent which shall

continue for a period of five (5) calendar days) after written notice given by Landlord to Tenant;

- (b) If default shall be made by Tenant in keeping, observing or performing any of the terms contained in this Lease, other than matters of an emergency nature and other than those referred to in paragraph (a) of this Section 11.1, and such default shall continue for a period of thirty (30) calendar days after written notice given by Landlord to Tenant or such longer period if such cure cannot reasonably be completed by Tenant or Lender in a diligent, continuous and commercially acceptable manner in such thirty (30) calendar day period provided that such cure longer period shall not exceed ninety (90) calendar days from the date of notice.
- (c) If any representation made by Tenant in this Lease is determined at any time to be materially inaccurate or misleading.
- (d) If (i) Tenant shall make an assignment for the benefit of creditors; (ii) a voluntary petition is filed by Tenant under any law having for its purpose the adjudication of Tenant a bankrupt, or an involuntary petition in bankruptcy is filed against Tenant which is not dismissed within sixty (60) days; (iii) a receiver be appointed for the property of Tenant where possession is not restored to Tenant within thirty (30) days; or (iv) any department of the State of Wisconsin or the federal government, or any officer of such department duly authorized, shall take possession of the farming business or any material property of Tenant unless (in the case of a petition filed against Tenant) the same is dismissed within sixty (60) days.

11.2 Remedies. If a Default in not timely cured, to the extent any cure is permitted hereunder, Landlord shall have the rights and remedies set forth below, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it at law or in equity or elsewhere in this Lease:

- (a) Landlord may terminate this Lease and the Premises and all improvements thereon shall revert back to the Landlord;
- (b) Landlord may terminate Tenant's rights with regard to the Premises without terminating this Lease by giving written notice to Tenant that all of Tenant's rights to the Premises (including, without limitation, the right of possession) shall end on the date stated in such notice, whereupon Tenant's rights with regard to the Premises shall cease on the date stated in such notice; and
- (c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord under this Lease by a suit or suits in equity or at law for the specific performance of any covenant or agreement in this Lease, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief and for recovery of all monies due or to become due from Tenant under any of the provisions

of this Lease. Landlord shall, to the extent required by law, mitigate Tenant's damages.

11.3 Surrender of Possession. If Landlord exercises either of the remedies provided for in Sections 11.2(a) and 11.2(b) above, Tenant shall surrender possession of and vacate the Premises and all improvements thereon and deliver possession of the Premises and such improvements back to Landlord in accordance with such provisions.

11.4 Additional Rights and Remedies. Notwithstanding anything to the contrary contained in this Lease, in addition to the remedies set forth herein, Landlord may pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Wisconsin.

11.5 Termination of Lease. In the event of the termination of this Lease by Landlord, Landlord shall be entitled to recover from Tenant all sums payable by Tenant, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies under this Lease. Notwithstanding the foregoing, all damages shall be subject to the Landlord's obligation to mitigate.

11.6 Personal Property. All property removed from the Premises by Landlord pursuant to any provisions of this Lease or by law may be handled, removed or stored by Landlord at the cost and expense of Tenant. Tenant shall pay Landlord for all reasonable expenses incurred by Landlord in such removal and for storage charges for such property as long as the same shall be in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant after the end of the Term and in accordance with applicable state statute, however terminated, shall, at Landlord's option, be conclusively deemed to have been abandoned. Landlord shall have a lien on all such property located on the Premises to secure the Tenant's obligations hereunder.

11.7 Costs. Tenant shall pay all reasonable costs, charges and expenses, including, without limitation, court costs and reasonable attorneys' fees of Landlord in enforcing the obligations of the Tenant under this Lease.

12. LANDLORD'S RIGHT TO CURE DEFAULT.

12.1 Right to Cure. If Tenant shall at any time fail to (a) pay any Taxes in accordance with the provisions of this Lease; (b) obtain, pay for, maintain and deliver any of the copies of insurance policies or certificates of insurance provided for in this Lease; (c) make any repair required under the Lease; (d) make any other payment or perform any other act on its part to be made or performed under the Lease, then Landlord, after thirty (30) calendar days prior written notice to Tenant (or without notice in case of emergency or in the case of insurance) or such longer period if such cure cannot reasonably be completed by Tenant in a diligent, continuous, and commercially acceptable manner in such thirty (30) calendar day period provided that such cure longer period shall not exceed one hundred twenty (120) calendar days from the date of notice, and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or any Default created by Tenant related thereto, may, but shall be under no obligation to, (i) obtain,

pay for and maintain any of the insurance policies provided for in this Lease; (ii) make any repair; or (iii) make any other payment or perform any other act on Tenant's part to be paid or performed as provided in this Lease, and Landlord may enter upon the Premises for any such purpose and take all such action in the Premises or on the Premises as may be reasonably necessary. Nothing contained in this Lease shall be deemed as a waiver or release of Tenant from any obligation of Tenant or any Default under this Lease.

12.2 Reimbursement. All sums so paid by Landlord pursuant to Section 12.1 above and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection with the performance of any such payment, together with interest at the Default Interest Rate from the respective dates of Landlord's making of each payment of such cost and expense, shall be paid by Tenant to Landlord within two (2) calendar days on written demand.

13. DESTRUCTION AND RESTORATION.

13.1 Restoration/Termination. Subject to Section 13.3, in the event the Premises or any improvements thereon shall be damaged or destroyed by fire or otherwise, Tenant shall promptly complete all Restoration (as defined below) of the Premises and such improvements (to the extent possible) as soon as reasonably possible to at least the condition that the Premise and all such improvements were in immediately prior to such damage or destruction with such changes or alterations (made in conformity with this Lease) as may be reasonably acceptable to Landlord and required by law. Tenant shall promptly give Landlord written notice of such damage or destruction upon any such occurrence and specify in such notice, in reasonable detail, the extent of such damage or destruction and the timeline for completion of such Restoration. For the purposes of this Lease, "**Restoration**" shall mean the restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of all or any portion of the Premises and improvements thereon. The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Lease. To the extent Landlord receives any insurance proceeds for the reconstruction of the Premises and improvements, it shall pay over to Tenant in accordance with Section 13.2 below the net insurance proceeds (after deduction of all costs, expenses and fees related to recovery of the insurance proceeds) received by Landlord in such event for the Restoration. If the total of the net amount of the insurance proceeds (after deduction of all costs, expenses and fees related to recovery of the insurance proceeds) recovered by Tenant and the net insurance proceeds to be paid by Landlord to Tenant hereunder is insufficient to complete the Restoration (as determined by Tenant obtaining a contractor's guaranteed maximum price for the costs of Restoration and Landlord confirming its acceptance of the plan of Restoration) and there is a shortfall, Tenant shall deposit with a title insurance escrow agent the amount of the shortfall necessary to complete the Restoration less the amount of insurance proceeds available therefore.

13.2 Insurance Proceeds. All insurance monies recovered by Tenant or Landlord on account of any damage or destruction, plus the amount of any funds deposited by Tenant with Landlord subject to Section 13.1 above (including, without limitation, Landlord's offsets from insurance proceeds), shall be applied by Tenant to the payment of the costs of the Restoration. Tenant shall enter into an escrow agreement with a title company, who shall issue down-dated title report to the Landlord with each disbursement to pay for the design and construction of the Restoration with a final down-dated endorsement when the Restoration is substantially complete.

13.3 Early Termination. If the Premises shall be destroyed or damaged (through no intentional act of Tenant) and if Restoration cannot in the reasonable judgment of Landlord or Tenant be completed within ninety (90) calendar days after the date of such damage or destruction, or if Tenant is unable to escrow sufficient funds to pay for the Restoration, then either Landlord or Tenant shall have the option, within ninety (90) calendar days after the casualty, to terminate this Lease by notice, in writing, addressed to the other specifying such election. Upon giving of such notice, the insurance proceeds relating to such casualty shall be applied by Tenant first to raze and remove, within sixty (60) calendar days after such notice, any remaining improvements and restore the Premises to the condition the Premises were in prior to such casualty. All remaining insurance proceeds thereafter shall then be retained by Tenant. This Lease shall cease and come to an end on a date to be specified in such notice, which date shall not be more than sixty (60) days after the date of delivery of such notice. The Tenant shall pay to Landlord all charges payable by Tenant under this Lease, apportioned to the date of such termination. Notwithstanding the foregoing, if the Premises shall be destroyed or damaged during the last three months of the Term and if Restoration cannot in the reasonable judgment of Landlord or Tenant be completed within six (6) calendar months after the date of such damage or destruction, then either party shall have the option, within thirty (30) days after the casualty, to terminate this Lease by notice, in writing, addressed to the other party, specifying such election. Upon giving of such notice, all insurance proceeds relating to such casualty shall be applied by Tenant first to raze and remove, within sixty (60) calendar days after such notice, any remaining improvements and restore the Premises to the condition the Premises were in prior to such casualty. All remaining insurance proceeds shall be retained by the Tenant. The Lease shall cease and come to an end on a date to be specified in such notice, which date shall not be more than sixty (60) days after the date of delivery of such notice. Tenant shall pay to Landlord all charges payable by Tenant under this Lease, apportioned to the date of such termination.

14. CONDEMNATION.

14.1 Taking all or a Material Portion of the Premises. For the purposes of this Section 14, a “**Material Portion of the Premises**” means a partial taking of the Premises that the Tenant reasonably determines to materially interfere with its remaining operations. If the entire Premises or a Material Portion of the Premises shall be taken during the Term as the result of the exercise of the power of eminent domain or conveyed under threat of such power (referred to below as the “**Proceedings**”), this Lease and all right, title and interest of Tenant under this Lease shall terminate on the earlier of taking of possession by the condemning authority or the date of vesting of title pursuant to such Proceedings. Landlord shall be entitled to and shall receive the total award made in such Proceedings attributable to the fee title in the land taken and Tenant shall be entitled to and shall receive the total award made in such proceedings attributable to the improvements, and for the cost of realigning, relocating or removing its personal property or for relocation expenses, and that does not reduce the amount payable to Landlord for the value of the fee taken.

14.2 Taking a Non-Material Portion of the Premises. For the purposes of this Section 14, a “**Non-Material Portion of the Premises**” means a partial taking of the Premises that the Tenant reasonably determines does not materially interfere with its remaining operations. If, during the Term, a Non-Material Portion of the Premises is taken, this Lease shall, upon the earlier of taking of possession by the condemning authority or vesting of title in the Proceedings,

terminate as to the parts so taken but remain valid and binding on all other parts not taken. Tenant and Landlord shall each be entitled to the award as provided in Section 14.1 above. Tenant covenants and agrees, at Tenant's sole cost and expense (subject to reimbursement to the extent provided below), to promptly complete Restoration of that portion of the Premises not so taken for the use of Tenant. Landlord and Tenant agree in connection with such Restoration to apply the net amount of any award (after deduction of all costs and expenses, including reasonable attorneys' fees) to the Restoration in the same manner and to the same extent as provided for the Restoration of a casualty in Section 13.1 above.

15. ASSIGNMENT AND SUBLETTING.

15.1 Landlord Consent Required. Tenant shall not, without the prior written consent of Landlord, which consent may be withheld, conditioned or delayed in Landlord's sole discretion and for any reason, (a) assign, transfer, mortgage, or encumber this Lease or any interest under it; or (b) allow to exist or occur any transfer of this Lease or Tenant's interest in this Lease by operation of law. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges under this Lease be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings, except as provided by law. Any such assignment shall be a Default under this Lease. Without limiting the generality of the foregoing, this Lease may not be assigned, transferred mortgaged or encumbered to any partner or joint venture.

15.2 No Release of Tenant. No assignment by Tenant and no consent by Landlord to any assignment shall operate to relieve Tenant from any covenant or obligation under this Lease or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment by Tenant or anyone claiming by, through or under Tenant. Tenant shall pay all of Landlord's reasonable costs, charges and expenses, including, without limitation, Landlord's reasonable attorneys' fees incurred in connection with any assignment, subletting, use, occupancy, transfer or encumbrance made or requested by Tenant.

15.3 Assumption. If Tenant shall assign this Lease (as permitted in this Lease), the assignee shall expressly assume all of the obligations of Tenant under this Lease in a written instrument reasonably satisfactory to Landlord which shall be furnished to Landlord not later than fifteen (15) calendar days prior to the effective date of such assignment, together with a certified copy of an appropriate resolution authorizing such assumption.

15.4 Subletting Prohibition. No subletting of the Premises or any improvements thereon shall be permitted at any time without the prior written consent of Landlord which may be withheld, conditioned or delayed for any reason.

16. HAZARDOUS AND TOXIC MATERIALS.

16.1 Definitions. For purposes of this Section 16, "**hazardous or toxic material**" shall be defined to include, without limitation, (a) asbestos or any material composed of or containing asbestos in any form and in any type, (b) polychlorinated biphenyl compounds ("**PCB**") or any material composed of or containing PCB, or (c) any hazardous, toxic or dangerous waste, substance, material, smoke, gas or particulate matter, as from time to time defined by or for

purposes of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any law commonly referred to, as of the date of this Lease, as “Superfund” or “Superlien,” or any successor to such laws, or any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, smoke, gas or particulate matters as now or subsequently in effect (each an “**Environmental Law**” and, collectively, the “**Environmental Laws**”), or any common law theory based on nuisance or strict liability.

16.2 No Violations. Neither Tenant nor any of the Tenant Responsible Parties (as defined below) shall conduct or authorize the generation, transportation, storage, installation, treatment or disposal at or on the Premises, of any hazardous or toxic material in violation of any Environmental Law, and any such action by Tenant or any of the Tenant Responsible Parties shall constitute a Default.

16.3 No Liens. Tenant and the Tenant Responsible Parties shall keep the Premises free of any lien imposed pursuant to any Environmental Laws.

16.4 Payment of Costs. Tenant and the Tenant Responsible Parties shall timely pay when due any and all costs of removal of any hazardous or toxic material located on the Premises (whether stored on, disposed in or otherwise).

16.5 Compliance with Laws. If Tenant or any of the Tenant Responsible Parties generates, transports, stores, treats or disposes of any hazardous or toxic material at or on the Premises:

- (a) Tenant shall, at its own cost and expense, comply with all Environmental Laws relating to clean-up or such hazardous or toxic materials and the restoration of the Premises and all improvements thereon;
- (b) Landlord and Tenant shall promptly provide the other with copies of all communications, permits or agreements with any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, placement on or in the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises, of any hazardous or toxic material;
- (c) Landlord and Landlord’s agents and employees shall have the right (upon giving Tenant any notice required by this Lease) to enter the Premises and/or conduct appropriate tests for the purpose of ascertaining that Tenant and each of the Tenant Responsible Parties complies with all applicable laws, rules or permits relating in any way to the presence of hazardous or toxic materials on the Premises; and
- (d) In the event Tenant or any of the Tenant Responsible Parties uses, stores, originates hazardous or toxic materials on, in or at the Premises, then upon written request by Landlord, Tenant shall provide Landlord the results of appropriate tests of air, water and soil to demonstrate that Tenant and each

of the Tenant Responsible Parties complies with the applicable Environmental Laws and all other applicable laws, rules or permits relating in any way to the presence of hazardous or toxic materials on the Premises.

16.6 Tenant's Duties. If the presence, release, threat of release, placement on or in the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises of any hazardous or toxic material caused by Tenant, its employees, guests, agents, or contractors or any tenant of any condominium unit on the Premises or such tenant's, guests, agents or contractors (collectively, the "**Tenant Responsible Parties**"): (a) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any common law theory based on nuisance or strict liability; (b) causes a significant public health effect; or (c) pollutes or threatens to pollute the environment, Tenant shall promptly take any and all remedial and removal action necessary to clean up the Premises and mitigate exposure to liability arising from the hazardous or toxic material, whether or not required by law.

16.7 Environmental Indemnities by Tenant and Landlord.

- (a) Tenant agrees to indemnify, defend and hold harmless Landlord, Landlord's employees and service providers and any managing agents and leasing agents of the Premises, and all of their respective agents, partners, officers, directors and employees and all mortgagees (collectively, the "**Landlord Indemnitees**") from and against any and all debts, liens, claims, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, lost profits, consequential damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by each of the Landlord Indemnitees resulting, directly or indirectly, from hazardous or toxic material brought onto the Premises by Tenant or by anyone for whom Tenant is liable (including, without limitation, the Tenant Responsible Parties) or for the migration of such hazardous or toxic material off the Premises during the Term of this Lease, except to the extent directly caused by the acts of Landlord or Landlord's agents or employees.
- (b) Landlord agrees to indemnify, defend and hold harmless Tenant, its managers, shareholders, partners, trustees, employees and members and their respective agents, partners, officers, directors and employees and all mortgagees and all Tenant Responsible Parties (collectively, the "**Tenant Indemnitees**") from and against any and all debts, liens, claims, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, lost profits, consequential damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the Tenant Indemnitees resulting, directly or indirectly, from the hazardous or toxic material existing on the Premises as of the Effective Date, from hazardous or toxic material brought onto the Premises by the Landlord or for the migration of such hazardous or toxic

material off the Premises during the Term of this Lease unless caused by or directly related to the acts or omissions of Tenant or any Tenant Responsible Parties. Landlord's obligations under this Section 16.7(b) shall survive the expiration or termination of this Lease.

16.8 Costs. Tenant agrees to indemnify, defend and hold harmless the Landlord Indemnitees from and against any and all damages, costs, losses, expenses (including, but not limited to, actual attorneys' fees and engineering fees) arising from or attributable to any breach by Tenant or any Tenant Responsible Parties of any of Tenants warranties, representations or covenants in this Section 16.

16.9 Survival. All of Tenant's obligations under this Section 16 shall survive the expiration or termination of this Lease.

17. **RESERVATION OF RIGHTS**. Landlord hereby reserves unto itself the right to grant easements to utility providers on any portion of the Premises for the purpose of the installation and maintenance of water, sewer, electric, telecommunications, and all other utilities for any purpose.

18. **OWNERSHIP OF IMPROVEMENTS ON EXPIRATION DATE OR TERMINATION OF LEASE**.

18.1 Subject to the terms hereof, Tenant shall be the owner of the improvements made on the Premises by Tenant during the Term of this Lease.

18.2 Upon the expiration of the Term or termination of this Lease and subject to applicable law, the Premises and all improvements on the Premises shall become the sole property of Landlord free and clear of any and all liens and encumbrances and Tenant shall surrender its interest in the Premises to Landlord, except that all movable trade fixtures and other personal property not affixed to the Premises shall be and remain the property of Tenant. Tenant agrees to execute and deliver to Landlord any reasonable documents requested by Landlord to confirm Landlord's ownership of the improvements on the Premises and to surrender its interest in the Premises and such improvements on the Premises to Landlord.

19. **MISCELLANEOUS PROVISIONS**.

19.1 Inspection. Provided that Landlord has given Tenant reasonable prior notice (twenty-four (24) hours being deemed reasonable, except in case of emergency which then any shorter time period is deemed reasonable), Tenant agrees to permit Landlord and its authorized representatives to enter upon the Premises for the purpose of inspecting the same and to cause Tenant to make any necessary repairs to comply with any laws, ordinances, rules, regulations or requirements of any public body or the Board of Fire Underwriters, or any similar body, or otherwise pursuant to this Lease. Landlord will endeavor to exercise this right to reasonably avoid disruption to Tenant's operations on the Premises.

19.2 Notices. Any notice given under this Lease shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the

United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to Landlord:

City of Sheboygan
Attention: City Attorney
828 Center Avenue, Suite 210
Sheboygan, WI 53081

With copy to:

Brion T. Winters, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202

If to Tenant:

David J. Schleicher
6435 County Road A
Sheboygan Falls, WI 53085

19.3 Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the Rent, observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed and no Default existing under this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

19.4 Accord and Satisfaction. No payment received by Landlord of a lesser amount than the Rent or other costs, charges, fees or other amounts due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of Rent or other charges or pursue any remedy in this Lease.

19.5 Partial Invalidity, Governing Law. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease or the application of such covenant, condition, provision, term or agreement to persons or circumstances other than to which it is held invalid or unenforceable, shall not be affected, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law. This Lease shall be construed and be enforceable in accordance with the internal laws of the State of Wisconsin without application of conflicts of law.

19.6 Successors. The covenants and agreements contained in this Lease shall bind and inure to the benefit of Landlord, its representatives, successors and assigns, and Tenant and its representatives, permitted successors and assigns.

19.7 Captions. The caption of each article of this Lease is for convenience and reference only, and in no way defines, limits or describes the scope or intent of such article or of this Lease.

19.8 No Joint Venture. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant under this Lease.

19.9 Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior and contemporaneous representations, covenants, warranties and agreements, if any, made by the Landlord. This Lease shall not be modified or amended in any manner except by an instrument in writing executed by the then current parties to this Lease.

19.10 No Surrender. No surrender by Tenant to Landlord of this Lease or of all or any portion of the Premises, or any interest in the Premises, prior to the expiration of the Term shall be valid or effective unless agreed to and accepted in writing by Landlord and any lender with a lien on Tenant's interests in this Lease or any portion of the Premises, and no act or omission by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord and such Tenant lender, as set forth above, shall constitute an acceptance of any such surrender.

19.11 Time. Time is of the essence of this Lease, and all provisions in this Lease relating to this Lease shall be strictly construed.

19.12 Exculpatory Provision. In case of default under this Lease by Landlord, Tenant shall provide Landlord notice of such default and permit Landlord to cure such default within ninety (90) calendar days of the date of such notice. Tenant shall look solely to the interests of Landlord in the Premises and the rents derived from the Premises; and Landlord shall not have any personal liability to pay any indebtedness accruing under this Lease or to perform any covenant, either express or implied, in this Lease contained; and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, Landlord or any of Landlord's officers, agents or employees on account of this Lease or on account of any representation, warranty, covenant, undertaking or agreement of Landlord contained in this Lease, either express or implied, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

19.13 Immunity. Nothing contained in this Lease constitutes a waiver of any immunity available to the Landlord under applicable law.

19.14 Execution. The submission of this Lease for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this Lease becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease.

19.15 Recording of a Memorandum of this Lease Permitted. On the Commencement Date, Landlord and Tenant, upon the request of either party, shall execute a

Memorandum of Lease in a form approved for recording by the laws of the State of Wisconsin. Either party, at its cost, shall be entitled to record the Memorandum of Lease in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

19.16 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Lease by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto.

19.17 Counterparts. This Lease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Lease by signing any such counterpart.

19.18 Email and Facsimile Signatures. Signatures received by email or facsimile submission or by DocuSign or any other electronic signature platform shall be deemed to be original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:

CITY OF SHEBOYGAN, WISCONSIN

By: _____
Name: Ryan Sorenson, City Mayor

Attest: _____
Name: Meredith DeBruin, City Clerk

STATE OF WISCONSIN)
)I
SHEBOYGAN COUNTY)

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

Notary Public, Wisconsin
My commission _____

TENANT:

David J. Schleicher, an individual

STATE OF WISCONSIN)
)
_____ COUNTY)

Personally came before me this _____ day of _____, 2026, the above named David J. Schleicher, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

EXHIBIT A – PREMISES



Sheboygan County, Wisconsin

Shares: 100% David Schleicher,
Entire Tract: NI
All: Corn-YEL-GR, Soybeans-COM-GR,
Wheat-SRW-GR, Alfalfa-FG, Oats-SPR-GR
**Unless otherwise labeled



- Cropland
 - PLSS
 - Non-Cropland
 - Tract Boundary
- Wetland Determination Identifiers**
- Restricted Use
 - Limited Restrictions
 - Exempt from Conservation
 - Compliance Provisions

RECEIVED

JUN 20 2025

SHEBOYGAN CO FSA

2025 Program Year
Map Created March 03, 2025

Farm 14960
Tract 32193

Tract Cropland Total: 43.21 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

AGENDA ITEM MEMORANDUM

DATE: 5/7/2026

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 8-26-27 - authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Co., Inc. for the 2026 Streets Department Projects (ADA Curb Ramp Improvements).

ISSUE

Should the Public Works Committee recommend approving the resolution?

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

BACKGROUND/DISCUSSION

This resolution seeks the approval of a construction contract with Buteyn-Peterson Construction Company for the completion of 2026 Streets Department Projects (ADA Curb Ramp Improvements). Funding for these repairs was included in the 2026-2030 Capital Improvement Plan.

This project proposes replacing curb ramps at the following locations:

- The intersection of Ontario Avenue and North 11th Street,
- The intersection of Clara Avenue and South 8th Street,
- The intersection of Clara Avenue and South 13th Street.

Additionally, the project will mill the existing asphalt pavement at the following locations:

- Ontario Avenue (North 10th Street to North 12th Street),
- North 11th Street (Ontario Avenue to Erie Avenue),
- North 12th Street (Ontario Avenue to Erie Avenue),
- Clara Avenue (South 7th Street to South 14th Street).

Following completion of the work in the contract, Department of Public Works staff will pave the above roadways with asphalt to complete the project.

Construction is expected to begin early this summer, with completion of all work in late August or early September.

Three Bids were received for the project. A summary of the bids is below.

| <u>Contractor</u> | <u>Bid Amount</u> |
|--------------------------------------|-------------------|
| Buteyn-Peterson Construction Company | \$373,106.50 |
| LaLonde Contractors, Inc. | \$415,728.91 |
| Zignego Company, Inc. | \$637,110.00 |

Buteyn-Peterson Construction Company is the lowest responsive bidder. They have provided all the documentation required as part of their bid and they had an



DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

Approved Bidder's Proof of Responsibility on file per City Ordinance. Cooperation between contractor staff and city staff has been excellent on past projects.

FUNDING IMPACT

Funding for the project was included in the 2026-2030 Capital Improvement Plan.

IF APPROVED, NEXT STEPS:

If approved, the appropriate City staff will sign the contract and work with the Buteyn-Peterson to schedule to construction.

**CITY OF SHEBOYGAN
RESOLUTION 8-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

May 11, 2026.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Co., Inc. for the 2026 Streets Department Projects (ADA Curb Ramp Improvements).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2026 Streets Department Projects (ADA Curb Ramp Improvements) (the “Project”); and

WHEREAS, the lowest bid of the three (3) received was from Buteyn-Peterson Construction Co., Inc. for \$373,106.50; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the project specifications; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Intent to reimburse expenditures related to this project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Buteyn-Peterson Construction Co., Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 400300-641200 (Capital Projects Fund – Public Works – Street Improvements), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

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 MANU | | | | | |
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: | Agreement | | |
| | | Section: | 00 52 00 | | |
| | | Bid Number: | C26-10 | Page: | 1 of 7 |

**AGREEMENT
 BETWEEN OWNER AND CONTRACTOR
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and Buteyn-Peterson Construction Co., Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT


2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2026 Streets Department Projects (ADA Curb Ramp Improvements)

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
 - A. The Work will be substantially completed on or before August 14, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
 - A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. NA
- 4.04 *Liquidated Damages*
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

| | | | |
|---|--|---------------------------|--------------|
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: Agreement | |
| | | Section: 00 52 00 | |
| | | Bid Number: C26-10 | Page: 2 of 7 |


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. Contractor shall pay Owner the amount identified in paragraph 20.01 of the Supplementary Conditions for damage to trees and tree roots caused by the Contractor's actions or failure to act.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions,

| | | | |
|---|--|---------------------------|--------------|
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: Agreement | |
| | | Section: 00 52 00 | |
| | | Bid Number: C26-10 | Page: 3 of 7 |

estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.


6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.


| | | | | | |
|---|--|-----------------|-----------|-------|--------|
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: | Agreement | | |
| | | Section: | 00 52 00 | | |
| | | Bid Number: | C26-10 | Page: | 4 of 7 |

2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
 - a. N/A
6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of **1 Page**.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ~~ARTICLE 8~~—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

| | | | |
|---|--|---------------------------|--------------|
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: Agreement | |
| | | Section: 00 52 00 | |
| | | Bid Number: C26-10 | Page: 5 of 7 |

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.


5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.


8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished

| PROJECT MANU | | | | | |
|---|--|-----------------|-----------|-------|--------|
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: | Agreement | | |
| | | Section: | 00 52 00 | | |
| | | Bid Number: | C26-10 | Page: | 6 of 7 |

said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

| | | | | |
|---|--|-----------------|-----------|-------|
| PROJECT MANU | | | | |
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: | Agreement | |
| | | Section: | 00 52 00 | |
| | | Bid Number: | C26-10 | Page: |

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
(Signatures authorized pursuant to Res. ____-25-26)

CONTRACTOR:

City of Sheboygan

By: _____
(signature)
Name, Title: Ryan Sorenson, Mayor

By: _____
(signature)
Name, Title: _____ (printed)

Date: _____

Date: _____

Attest:
By: _____
(signature)
Name, Title: Meredith DeBruin, City Clerk

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)
Address for giving notices:

Date: _____


Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved by: _____
(signature)
Name, Title: Evan Grossen, Deputy Finance Director/Comptroller

Date: _____


Approved as to form and Execution by: _____
(signature)
Name, Title: Elizabeth Majerus, City Attorney

Date: _____

| | | | | | |
|---|--|-----------------|-------------------|-------|--------|
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: | Table of Contents | | |
| | | Section: | 00 01 10 | | |
| | | Bid Number: | C26-10 | Page: | 1 of 2 |

**2026 Streets Department Projects
(ADA Curb Ramp Improvements)**

| SECTION | TITLE | Pages |
|-----------------|---|-------|
| 00 00 00 | PROCUREMENT AND CONTRACTING REQUIREMENTS | |
| | Introductory Information | |
| 00 01 01 | Cover | 1 |
| 00 01 10 | Table of Contents | 2 |
| | Procurement Requirements | |
| 00 11 13 | Advertisement for Bids | 2 |
| 00 21 13 | Instructions for Bidders | 11 |
| 00 41 43 | Bid Form | 6 |
| 00 41 44 | Unit Price Worksheet | 1 |
| 00 41 44.1 | Quest Unit Price Worksheet | 1 |
| 00 42 13 | Bid Bond | 2 |
| 00 45 13 | Bidder's Proof of Responsibility | 4 |
| 00 45 20 | Bidder's Proof of Responsibility and Non-Collusion Affidavit - Subcontractor | 3 |
| 00 45 50 | List of Subcontractors | 1 |
| | Contracting Requirements | |
| 00 52 00 | Agreement | 7 |
| 00 55 00 | Notice to Proceed | 1 |
| 00 61 13 | Performance Bond Form | 3 |
| 00 61 14 | Payment Bond Form | 3 |
| 00 62 11 | Submittal Cover | 1 |
| 00 62 76 | Application for Payment | 2 |
| 00 63 13 | Request for Information | 1 |
| 00 63 63 | Change Order Form | 2 |
| 00 65 16 | Certificate of Substantial Completion | 1 |
| 00 65 18 | Contractor's Affidavit of Compliance Certification and Release | 1 |
| 00 65 19 | Consent of Surety to Final Payment | 1 |
| 00 72 00 | Standard General Conditions of the Construction Contract – 2018 | 78 |
| 00 73 00 | Supplementary Conditions | 15 |
| | GENERAL REQUIREMENTS | |
| 01 11 00 | Summary of Work | 2 |
| 01 14 00 | Work Restrictions | 6 |
| 01 43 00 | Quality Assurance | 3 |
| 01 55 26 | Traffic Control | 2 |
| 01 57 19 | Temporary Environmental Controls | 2 |
| 01 71 23 | Construction Staking | 3 |
| 01 78 00 | Closeout Requirements | 2 |

| | | | |
|---|--|-----------------|-------------------|
| PROJECT MANU | | | |
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: | Table of Contents |
| | | Section: | 00 01 10 |
| | | Bid Number: | C26-10 |

| SECTION | TITLE | Pages |
|-----------------|--|-------|
| 01 78 19 | Project Record Requirements | 2 |
| 31 00 00 | EARTHWORK | |
| 31 25 00 | Erosion Control and Site Maintenance | 3 |
| 32 00 00 | EXTERIOR IMPROVEMENTS | |
| 32 10 00 | Grading, Pavement, Curb and Gutter, and Sidewalk | 5 |
| 33 00 00 | UTILITIES | |
| 33 05 09 | Sewer Pipe | 8 |
| 33 05 61 | Concrete Manholes, Catch Basins and Inlets | 8 |

C26-10, 2026 Streets Department Projects

(ADA Curb Ramp Improvements)

Bid Opening: 04/23/2026 10:00 AM

| Line Item | Item Code | Item Description | Unit | Quantity | Buteyn-Peterson | |
|---------------------------|-----------|-----------------------------------|------|----------|-----------------|---------------------|
| | | | | | Unit Price | Extension |
| 1 | COS | Mobilization | LS | 1 | \$27,700.00 | \$27,700.00 |
| 2 | COS | Traffic Control | LS | 1 | \$7,500.00 | \$7,500.00 |
| 3 | COS | Inlet Protection | Each | 55 | \$60.00 | \$3,300.00 |
| 4 | COS | Removing Inlets | Each | 8 | \$300.00 | \$2,400.00 |
| 5 | COS | Abandoning Inlet Leads | LF | 130 | \$10.00 | \$1,300.00 |
| 6 | COS | Removing Inlet Leads | LF | 50 | \$20.00 | \$1,000.00 |
| 7 | COS | Sawcutting Concrete | LF | 1470 | \$3.50 | \$5,145.00 |
| 8 | COS | Milling Pavement 3-Inch | SY | 15100 | \$3.50 | \$52,850.00 |
| 9 | COS | Removing Sidewalk | SY | 400 | \$22.00 | \$8,800.00 |
| 10 | COS | Removing Pavement | SY | 775 | \$18.00 | \$13,950.00 |
| 11 | COS | Base Aggregate Dense 3/4-Inch | Tons | 100 | \$23.00 | \$2,300.00 |
| 12 | COS | Base Aggregate Dense 1 1/4-Inch | Tons | 280 | \$23.00 | \$6,440.00 |
| 13 | COS | Concrete Pavement 7-Inch | SY | 275 | \$88.70 | \$24,392.50 |
| 14 | COS | Concrete Base 7-Inch | SY | 325 | \$75.00 | \$24,375.00 |
| 15 | COS | Concrete Sidewalk 4-Inch | SF | 3200 | \$9.00 | \$28,800.00 |
| 16 | COS | Detectable Warning Fields | SF | 196 | \$35.00 | \$6,860.00 |
| 17 | COS | Detectable Warning Fields Radial | SF | 45 | \$56.00 | \$2,520.00 |
| 18 | COS | Concrete Curb and Gutter 24-Inch | LF | 585 | \$57.00 | \$33,345.00 |
| 19 | COS | Pedestrian Curb | LF | 80 | \$45.00 | \$3,600.00 |
| 20 | COS | Adjusting Sanitary Manholes Minor | Each | 8 | \$850.00 | \$6,800.00 |
| 21 | COS | Adjusting Sanitary Manholes Major | Each | 1 | \$2,000.00 | \$2,000.00 |
| 22 | COS | Sanitary Manhole Castings | Each | 9 | \$500.00 | \$4,500.00 |
| 23 | COS | Tuck Point Rings | Each | 6 | \$275.00 | \$1,650.00 |
| 24 | COS | Adjusting Storm Manholes Minor | Each | 5 | \$800.00 | \$4,000.00 |
| 25 | COS | Storm Manhole Castings | Each | 6 | \$650.00 | \$3,900.00 |
| 26 | COS | Adjusting Inlet Minor | Each | 4 | \$900.00 | \$3,600.00 |
| 27 | COS | Inlet Castings | Each | 16 | \$725.00 | \$11,600.00 |
| 28 | COS | Inlets Type N1 | Each | 12 | \$3,000.00 | \$36,000.00 |
| 29 | COS | Storm Sewer Manhole 4-FT Diameter | Each | 1 | \$7,275.00 | \$7,275.00 |
| 30 | COS | PVC Storm Sewer 12-Inch | LF | 337 | \$92.00 | \$31,004.00 |
| 31 | COS | Topsoil | SY | 140 | \$20.00 | \$2,800.00 |
| 32 | COS | Hydro-Seed | SY | 140 | \$10.00 | \$1,400.00 |
| Construction Total | | | | | --- | \$373,106.50 |

CITY OF SHEBOYGAN
RESOLUTION 9-26-27

BY ALDERPERSONS DEKKER AND KELLY.

May 11, 2026.

A RESOLUTION authorizing the purchase of three trucks from Enterprise Fleet Management and the signing of all required documents associated with the purchase.

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to exercise the City’s purchase option on the Enterprise lease for \$62,159.55 via the following budget amendment:

| | |
|---|----------|
| <u>INCREASE:</u> | |
| Motor Vehicle Fund – Machinery/Equipment (Acct. No. 730399-651200) | \$62,160 |
| Motor Vehicle Fund - Fund Equity Applied (Acct. No. 730-493000) | \$62,160 |

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

AGENDA ITEM MEMORANDUM

DATE: 5/7/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 12-26-27 – by Alderpersons Dekker and Kelly altering the at-grade crossing of Wildwood Avenue, a public street with the tracks of the Union Pacific Railroad.

ISSUE

Should the Public Works Committee recommend approving the resolution?

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

BACKGROUND/DISCUSSION

SACO AEI Polymers recently purchased the former Nemschoff Building on South 22nd Street and has invested significant funds to renovate the property for a new production facility. As part of this renovation, SACO wishes to construct a new railroad spur to support the production facility. The railroad spur requires a new crossing to be constructed on Wildwood Avenue near the location of the current mainline crossing.

The Office of the Commissioner of the Railroad (OCR) is the approval authority for new rail/roadway crossings. The OCR review process begins with filing a petition and other documents with the OCR. The OCR requires that the governing body of a municipality approve a resolution in support of the crossing and direct municipal staff to file a petition. The resolution presented follows the OCR-provided template.

Staff is working with SACO and its design consultant to obtain the required documents for the petition submission. Some of the required documents include a proposed schedule and concept plans.

The OCR review process could take up to six months to complete and includes a hearing. In preparation for the hearing, SACO and its design consultants will need to provide several additional documents that staff will submit to support the petition.

The OCR typically expects the petitioning road authority to pay for the cost of new crossings. For this crossing, it is expected that no city funds will be used to construct the crossing, and SACO will pay the costs associated with the new crossing.

FUNDING IMPACT

No impact.

IF APPROVED, NEXT STEPS:

If approved, City staff will submit the petition and required documents and continue working with SACO through the OCR review process.



DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 12-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

MAY 11, 2026.

A RESOLUTION to alter the at-grade crossing of Wildwood Avenue, a public street with the tracks of the Union Pacific Railroad.

WHEREAS, the City of Sheboygan proposes to alter the at-grade crossing of Wildwood Avenue, a public street with the tracks of the Union Pacific Railroad; and

WHEREAS, the alteration crossing is necessary to promote public safety and convenience and support local commerce as further identified in Exhibit A; and

WHEREAS, Section 195.29 Wisconsin Statutes authorizes the Office of the Commissioner of Railroads to determine whether the alteration of the crossing is necessary to promote public safety and convenience, to determine the necessary warning devices for the new crossing, and to apportion all costs for the crossing, including the costs of any automatic warning devices.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to take all necessary steps to petition the Office of the Commissioner of Railroads for an investigation and order to approve the alteration of the crossing, to determine the necessary warning devices, and to apportion the costs for the crossing of Wildwood Avenue with the tracks of the Union Pacific Railroad in the City of Sheboygan, Sheboygan County.

BE IT FURTHER RESOLVED: That the City of Sheboygan staff shall comply with Chapter 195, Wisconsin Statutes and RR 1.025, Wisconsin Administrative Code in the filing of the petition.

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



3220 Crocker Avenue, Sheboygan, WI 53081 | 920.803.0778 Tel | 920.803.0779 Fax

March 26, 2026

Kevin Jump, PE
City Engineer
City of Sheboygan | Department of Public Works | Engineering Division
920-459-3367 |

Dear Sir,

I am writing to request that the Common Council approve a resolution petitioning for the alteration of an at-grade crossing described on the engineering drawings submitted to your office.

As you know, SACO AEI Polymers has purchased the old Nemschoff Building at 1012 South 22nd Street in Sheboygan and has invested multiple millions of dollars in building renovations, new production capability and new R&D laboratories. Our new production process will consume large quantities of specific polymer resins (in the form of plastic pellets). Without access to low-cost rail delivery of these raw materials, the process would likely not be economically viable. Short term higher costs of raw materials delivered by truck can be absorbed temporarily but it is not sustainable. Without rail access at the facility, SACO could lose significant investments already made in the new manufacturing capability and hiring would be negatively affected. Significant delays would also tarnish SACO's reputation as a reliable partner in the supply chains we service.

Thank you for your help in this matter. If you have any questions or comments, please contact either Steve Baumhardt or me. My contact information can be found at the bottom of my email. SACO AEI Polymers looks forward to continued success building our business within the City of Sheboygan.

Ronald E. Smolenski

Ronald E. Smolenski
COO, SACO AEI Polymers, Inc.

AGENDA ITEM MEMORANDUM

DATE: 3-18-26

TO: Public Works Committee

FROM: Joel Kolste – Deputy Director of Field Operations

SUBJECT: Resolution 18-26-27– A resolution authorizing the Purchasing Agent to issue a purchase order for 20 McCain Flex TS2 Type 2 EPAC D Traffic Signal Controllers.

ISSUE

Should the Public Works Committee recommend approval of the resolution to purchase 20 McCain Flex TS2 Type 2 EPAC D Traffic Signal Controllers to replace existing traffic signal controllers.

STAFF RECOMMENDATION

Staff recommends approval of the resolution utilizing 2026 budgeted funds as identified in the approved 2026 – 2029 Capital Improvement Program.

BACKGROUND / DISCUSSION

The City of Sheboygan maintains 42 signalized intersections that exist within specific corridors within the City. Specifically, the South Business Drive Corridor, Tyler Drive Corridor, and the Kohler Memorial Drive Corridor. In addition to these corridors, there are several other outlying traffic signals throughout the City. Each signalized intersection includes one signal controller.

As part of the Department of Public Works Capital Improvement Program, replacing problematic traffic signal controllers was identified as a project with high priority.

The majority of these current controllers are Siemens brand controllers of various ages and have shown to be unreliable, often requiring repair with an average repair cost of \$1,500. To avoid continued controller failure and prevent extensive annual repair expenses, staff recommends replacing problematic controllers as soon as possible.

Replacement controllers are required to be compatible with existing radio communication equipment and fiber network connections that allow the signals to communicate with each other. Staff reached out to several local vendors that supply traffic signal equipment requesting quotes for controllers that would meet the necessary specifications.

| Vendor | Manufacturer | Unit Cost | Installation Cost (LS) | Total Cost (20) |
|-------------------------------------|--------------------|------------|------------------------|-----------------|
| Traffic Control Corporation | Cobalt Controllers | \$4,075.00 | \$6,000.00 | \$87,500.00 |
| Traffic and Parking Control Co. LLC | McCain Controllers | \$3,660.00 | Included | \$73,200.00 |



DEPARTMENT OF PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

Staff feels confident the McCain controllers will be a quality unit that will be supported locally through the vendor. In addition, a 5-year warranty will be provided with each controller.

FUNDING IMPACT

The funding source for this purchase is through the Capital Improvement Program (Account # 400300-659100) as identified in the 2025 – 2029 Capital Improvement Plan.

IF APPROVED, NEXT STEPS:

Following Council approval, the Purchasing Agent will issue a purchase order for 20 McCain Flex TS2 Type 2 EPAC D Traffic Signal Controllers.

**CITY OF SHEBOYGAN
RESOLUTION 18-26-27**

BY ALDERPERSONS DEKKER AND KELLY.

MAY 11, 2026.

A RESOLUTION approving a Purchase Agreement with Traffic and Parking Control Co, LLC for Twenty (20) McCain Flex TS2 Type 2 EPAC D Traffic Signal Controllers.

WHEREAS, the City of Sheboygan has requested quotes from local vendors for the purchase and installation of twenty traffic signal controllers to replace existing controllers; and

WHEREAS, the lowest quote received was from Traffic and Parking Control Co, LLC for \$73,200.00; and

WHEREAS, the City's Purchasing Agent has reviewed the quotes and determined that the low quote meets project specifications and standards; and

WHEREAS, the City of Sheboygan's Department of Public Works is making improvements to the City's traffic signal system by replacing existing problematic traffic signal controllers with updated controllers that will provide increased reliability, reduced annual repair costs and increased capabilities that will be compatible with existing radio equipment; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Intent to reimburse expenditures related to this project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached purchasing agreement with Traffic and Parking Control Co. LLC for supplying said traffic signal controllers.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 400300-659100 (Capital Projects Fund - Public Works - Other Equipment), upon the agreement being fully executed by all parties, to pay for the equipment pursuant to the agreement.

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



Safe travels:

Traffic and Parking Control Co., LLC
5100 West Brown Deer Rd
Brown Deer, WI 53223
United States of America
Phone No.:800-236-0112
E-Mail: Tapcosales@tapconet.com

SALES QUOTE Item 10.

SALES QUOTE DATE

3/11/2026

SALES QUOTE NUMBER

Q26004182

CUSTOMER NO.

C331

Page: 1

BILL TO

City of Sheboygan
CityAcctsPay@sheboyganwi.gov
828 Center Ave
Finance Dept
Sheboygan, WI 53081-4442
United States of America

SHIP TO

City of Sheboygan
Department of Public Works
Sheboygan, WI 53081-4442
United States of America

| Ext. Document No. | SHIP VIA | TERMS | SALESPERSON | VALID UNTIL |
|-------------------|----------------------------|-------------|-------------|-------------|
| MCCAIN 1 | BEST RATE Free Shipping | Net 30 DAYS | Rick Kline | 5/27/2026 |

| Item/Description | U/M | Quantity | Unit Price | Total Price |
|---|------|----------|------------|-------------|
| 150958 McCain Flex TS2 Type 2 EPAC D | Each | 20 | 3,660.00 | 73,200.00 |

| | |
|-------------------|------------------|
| Subtotal: | 73200.00 |
| Invoice Discount: | 0.00 |
| Total Sales Tax: | 0.00 |
| Total: | 73,200.00 |

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://www.tapconet.com/terms-conditions>