



TWENTY-SECOND REGULAR COMMON COUNCIL MEETING AGENDA

February 16, 2026 at 6:00 PM

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

Notice of the 22nd Regular Meeting of the 2026-2027 Common Council.

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

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

To view the meeting:

Microsoft Teams

Meeting ID: 295 272 955 022 87

Passcode: 2ik3Ka2S

OPENING OF MEETING

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of Minutes

Twenty-First Regular Council Meeting held on February 2, 2026

5. Mayoral Appointments

Pursuant to section 2-198 of the Sheboygan Municipal Code relating to the Director of Facilities, Mayor Ryan Sorenson and City Administrator Casey Bradley recommend Hugo Cardenas Jr. be appointed as the Director of Facilities for the City of Sheboygan effective April 6, 2026.

6. Confirmation of Mayoral Appointments

Marlo Testwuide (HC Denison), David Gass (Rhode Dales), Andrew Jackus (EOS), Rick Grant (RGA PR) Sara Woosencraft (Relish) to be considered for appointment to the Harbor Centre Business Improvement District
Barbara Alvarez to be considered for appointment to the Library Board

7. Public Forum

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

8. State of the City - Mayor Ryan Sorenson

9. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

10. Report 45-25-26 by City Attorney Liz Majerus submitting the exit interview summary for the City of Sheboygan for Quarter 4 of 2025.

Voted 4-0 by Finance and Personnel to recommend filing

11. Report 48-25-26 by Finance Director Kaitlyn Krueger submitting the 2026 Business Improvement District (BID) Statement of Purpose dated October 9, 2025, the BID's 2026 Operating Budget, and 2025 Special Assessment Listing.

Voted 4-0 by Finance and Personnel to recommend filing

12. Report 46-25-26 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the fire department, for the period commencing October 1, 2025 and ending December 31, 2025.

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend filing

13. Report 47-25-26 by Police Chief Kurt Zempel pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department for the period commencing October 1, 2025 and ending December 31, 2025.

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend filing

14. Res. No. 154-25-26 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a IBAK HD CCTV Sewer Camera System for the Wastewater Division of the Department of Public Works.

Voted 4-0 by Public Works Committee to recommend adoption

15. Res. No. 161-25-26 by Alderpersons Dekker and Rust adopting the 2026 Marina and Riverfront Slips Fee Schedule.

Voted 4-0 by Public Works Committee to recommend adoption

16. Res. No. 162-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to apply for a Federal Recreational Trails Program Grant to support maintenance of the Lakefront Trail.

Voted 4-0 by Public Works Committee to recommend adoption

17. Res. No. 165-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Shufflebotham Tree Service LLC for the removal of dead trees in Evergreen Park.

Voted 4-0 by Public Works Committee to recommend adoption

18. Res. No. 164-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to enter into a contract with Complex Security Solutions for the purchase and installation of upgraded security systems at various city facilities and amend the 2026 budget for the associated costs.

Voted 4-0 by Finance and Personnel Committee to recommend adoption

- 19.** Res. No. 163-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute a Letter of Agreement between Artspace Projects, Inc. and the City of Sheboygan relating to a feasibility study for 1128 South 11th Street (also known as the previous Dakota Supply Group building) for use as an artist maker space and artist housing.

Voted 4-0 by Finance and Personnel Committee to recommend adoption

RESOLUTIONS

- 20.** Res. No. 133-25-26 by Alderpersons Dekker and Rust authorizing the donation of a 2005 UTV Kawasaki Mule to Ellwood H. May Environmental Park Association of Sheboygan County Inc. ("Maywood").

12-8-25 - Voted 5-0 by Public Works Committee to table the Resolution

2-9-26 - Voted 4-0 by Public Works Committee to recommend adoption

GENERAL ORDINANCES

- 21.** Gen. Ord. No. 38-25-26 by Alderpersons Menzer and Close annexing territory to the City of Sheboygan, Wisconsin (Tax Parcel ID Number: 59024346880). REFER TO CITY PLAN COMMISSION

OTHER MATTERS AUTHORIZED BY LAW

TENTATIVE DATE OF NEXT REGULAR MEETING

- 22.** Next scheduled meeting: March 2, 2026 at 6:00 PM

ADJOURN MEETING

- 23.** Motion to Adjourn

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

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

TWENTY-FIRST REGULAR COMMON COUNCIL MEETING MINUTES

Monday, February 02, 2026

OPENING OF MEETING

1. Call to Order

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

2. Roll Call

Alderspersons present: Belanger, Boorse, Close, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust (remote) – 9.

Aldersperson excused: Dekker – 1.

3. Pledge of Allegiance

4. Approval of Minutes

Twentieth Regular Council Meeting held on January 19, 2026

MOTION TO APPROVE THE MINUTES

Motion made by Perrella, Seconded by Mitchell.

Voting Yea: Belanger, Boorse, Close, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 9.

5. Mayoral Appointments – Lays over.

Marlo Testwuide (HC Denison), David Gass (Rhode Dales), Andrew Jackus (EOS), Rick Grant (RGA PR) Sara Woosencraft (Relish) to be considered for appointment to the Harbor Centre Business Improvement District

Barbara Alvarez to be considered for appointment to the Library Board

6. Public Forum

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

7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

8. Report 44-25-26 by Sheboygan Water Utility Board of Water Commissioners submitting the report on the Water Utility for the fourth quarter of 2025.

MOTION TO ACCEPT AND FILE

Motion made by Perrella, Seconded by Boorse.

Voting Yea: Belanger, Boorse, Close, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 9.

- 9. Report 42-25-26 by City Clerk submitting a letter from May Yia Xiong requesting extension of Liquor License No. 3749 (SEAR'D) pursuant to Sec. 4-41 of the Sheboygan Municipal Code.

MOTION TO ACCEPT AND FILE AND GRANT AN EXTENSION UNTIL JUNE 30, 2026.

Motion made by Perrella, Seconded by Boorse.

Voting Yea: Belanger, Boorse, Close, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 9.

- 10. Report 43-25-26 by City Clerk submitting various license applications.

MOTION TO GRANT ALL APPLICATIONS SUBJECT TO APPROVALS, INSPECTIONS, PAYMENT OF LICENSE FEES AND MEETING STATE STATUTE REQUIREMENTS AND SHEBOYGAN MUNICIPAL CODE.

Motion made by Perrella, Seconded by Boorse.

Voting Yea: Belanger, Boorse, Close, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 9.

- 11. Res. No. 156-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Foth Infrastructure & Environment LLC to design a major upgrade to wastewater's Kentucky Ave. pump station.

MOTION TO ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Boorse.

Voting Yea: Belanger, Boorse, Close, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 9.

- 12. Res. No. 157-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Donohue & Associates, Inc. for engineering design services to demolish a 1930's digester area at the wastewater treatment plant (WWTP).

MOTION TO ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Boorse.

Voting Yea: Belanger, Boorse, Close, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 9.

- 13. Res. No. 158-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter a contract with Strand Associates for engineering services related to an ultraviolet (UV) light disinfection transition at the wastewater treatment plant (WWTP).

MOTION TO ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Boorse.

Voting Yea: Belanger, Boorse, Close, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 9.

- 14. Res. No. 159-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a contract for engineering for the design of a New Jersey Avenue Trail.

MOTION TO ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Boorse.

Voting Yea: Belanger, Boorse, Close, Grawien, Heidemann, Menzer, Mitchell,
Perrella, Rust – 9.

REPORTS

- 15. Report 41-25-26 by City Clerk submitting a letter from Elena Cortez requesting an extension of Liquor License No. 3475 (J. N. Cortez, LLC) pursuant to Sec. 4-41 of the Sheboygan Municipal Code.

MOTION TO FILE THE REPORT AND GRANT THE FOUR (4) MONTH EXTENSION

Motion made by Boorse, Seconded by Perrella.

Before action was taken,

MOTION TO DENY THE EXTENSION

Motion made by Heidemann, Seconded by Belanger

Voting Yea: Belanger, Heidemann, Menzer, Mitchell – 4.

Voting Nay: Boorse, Close, Grawien, Perrella, Rust – 5.

On original motion to grant extension,

Voting Yea: Boorse, Close, Grawien, Perrella, Rust – 5.

Voting Nay: Belanger, Heidemann, Menzer, Mitchell – 4.

RESOLUTIONS

- 16. Res. No. 155-25-26 by Alderpersons Dekker and Rust authorizing the purchase of one truck from Enterprise Fleet Management and the signing of all required documents associated with the purchase.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Mitchell.

Voting Yea: Belanger, Boorse, Close, Grawien, Heidemann, Menzer, Mitchell,
Perrella, Rust – 9.

- 17. Res. No. 160-25-26 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Master Services Agreement between Quad/Med, LLC, Sheboygan County, the City of Sheboygan, the Sheboygan Area School District, and the Town of Sheboygan relating to the shared employee inhealth center.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Mitchell.

Voting Yea: Belanger, Boorse, Close, Grawien, Heidemann, Menzer, Mitchell,
Perrella, Rust – 9.

OTHER MATTERS AUTHORIZED BY LAW – None.

TENTATIVE DATE OF NEXT REGULAR MEETING

- 18. Next scheduled meeting: February 16, 2026 at 6:00 p.m.

ADJOURN MEETING

- 19. Motion to Adjourn

MOTION TO ADJOURN AT 6:31 PM

Motion made by Perrella, Seconded by Mitchell.

Voting Yea: Belanger, Boorse, Close, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 9.



February 4th 2026

TO THE MEMBERS OF THE COMMON COUNCIL:

Pursuant to section 2-198 of the Sheboygan Municipal Code relating to the Director of Facilities, we hereby recommend that Hugo Cardenas Jr. be appointed as the Director of Facilities for the City of Sheboygan effective April 6th 2026.

Ryan Sorenson
Mayor

Casey Bradley
City Administrator

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

PROFESSIONAL SUMMARY

A highly experienced facilities professional with a comprehensive background in facility management. Has demonstrated exceptional leadership in various roles, including as facilities superintendent and supervisor, and successfully managed teams and complex projects. Responsible for a range of administrative and supervisory tasks, ensuring the efficient oversight of field operations and personnel within the Facilities Department. This includes developing strategic facility maintenance plans, implementing best practices, and leading initiatives to enhance operational efficiency.

PROFESSIONAL EXPERIENCE***CITY OF ROYAL OAK-- Royal Oak, Michigan******Superintendent of Facilities*** (2024 - Present)

- Supervises and manages all tasks related to facility maintenance. This includes, but is not limited to, heating, ventilation, and air conditioning (HVAC), plumbing, electrical systems, elevators, roofing, custodial services, security, traffic signals, streetlights, environmental safety, and event coordination. Additionally, evaluates and makes recommendations for equipment purchases, including HVAC systems, environmental controls, and security systems.
- Reviews costs, progress of work projects, and preventative maintenance programs, and budget matters to identify potential problems and determine possible solutions.
- Coordinates with other city departments to facilitate construction, repair, installation, and alteration projects and monitors work order entries for accuracy and completion.
- Determines and initiates corrective measures in emergency maintenance situations. Works with the Director of Public Services and city consultants to make recommendations for public improvements, construction, and repair projects.
- Assists with the development of specifications for building and property purchases by sketching, planning, reviewing, and interpreting blueprints and manufacturing specifications.
- Inspect major work projects while in progress and when completed to ensure compliance with job specifications and procedures, and within budget.
- Reviews of facilities, equipment, and procedures to ensure compliance with federal regulations, city ordinances and policies, and State statutes and environmental regulations to secure the safe and efficient operation of the department.
- Manage city staff's facilities and projects while serving as the project manager for various facilities initiatives, acting as a liaison to building occupants to identify and resolve current and potential maintenance issues.
- Assist staff in implementing effective sustainability initiatives at city facilities, such as energy-efficient upgrades, waste reduction programs, and water conservation strategies.
- Oversee selected contract operations and emergency crews outside of regular business hours. May be required to work a modified schedule to accommodate project schedules and deadlines.
- Establish and maintain effective working relationships and use good judgment, initiative, and resourcefulness when dealing with employees, professional contacts, elected officials, and the public, and is committed to equality, diversity, and inclusion in all duties and responsibilities.

CHARTER TOWNSHIP OF BLOOMFIELD – Bloomfield Township, Michigan
Facilities Services Department Head (2022-2024)

- Performed regular assessments and audits of physical infrastructure and digital security systems, identifying vulnerabilities and implementing corrective actions. Managed the budget for upgrades to cloud-based security equipment, including card access systems, CCTV cameras, burglar alarms, and fire protection.
- Utilized, monitored, and manipulated the SIEMENS—Desigo Building Management System (BMS) and ensured it operated optimally to prevent system failures during extreme weather events.
- Responsible for preparing the capital and operational budget for HVAC repairs and maintenance for the director and in developing and controlling the budget, conducting analytical and accountability analyses, and planning for equipment replacement. Additionally, assist in developing and implementing policies and procedures for facilities management, and manage procurement processes.
- Prioritized, performed maintenance and repairs, and coordinated custom projects as needed, and conducted regular inspection schedules and implemented preventative maintenance, equipment replacement, and significant projects for library facilities and grounds.
- Maintained records, prepared reports, analyzed data, and composed correspondence related to all facility-related work as needed.
- Coordinated with external contractors to complete major renovations within strict timeframes, ensuring minimal disruption to building patrons. Coordinated and participated in all inspections with state and local external agencies of the facility, and took corrective action as needed. Also, maintained cooperative relations with peer agencies and other governmental units.
- Kept abreast of infrastructure and facility management developments, new administrative techniques, and current issues through continued education and professional growth.
- Perform duties for operations problems, equipment emergencies, storms, power outages, and other emergencies deemed necessary by management after regular working hours, weekends, and holidays.

CHARTER TOWNSHIP OF VAN BUREN – Van Buren Township, Michigan
Superintendent of Building and Grounds (2021-2022)

- Supervised the cleaning, maintenance, and repair work of township-owned and/or operated facilities, grounds, including township hall, police and fire departments, all township parks, and cemeteries, and supervised burial activities.
- Assisted in developing and implementing Cityworks, Computerized Maintenance Management System (CMMS) for all maintenance, repairs, township-owned motor pool, and burial activities, to include documentation of work efforts in the CITYWORKS database.
- Established and maintained positive relationships with citizens, community groups, Township officials, employees, and other interests, served on special committees, participated in civic and professional organizations as appropriate, and responded to public inquiries and investigated complaints.
- Worked with Information Systems personnel to define departmental needs and foster departmental transition to new or upgraded technology, and implemented innovative technology within facility operations.
- Prepared and reviewed plans, specifications, and cost estimates, or obtained them through outside sources, for the maintenance and repair of buildings, facilities, systems, and equipment, or the completion of various capital improvement projects, done per the terms and conditions of the contract as the primary project manager.

- Provided professional leadership to the Director of Public Works in budget development and control, analytical and accountability analysis, manpower, parts, material, equipment, and fleet replacement planning, including project planning, procurement, and prepared reports as requested by the Director of Public Works or Township Administration or as required by other entities.
- Trained employees in work procedures, standards, and safety practices, interviewed and recommended selection of job applicants, evaluated employee performance, prepared improvement plans for corrective and disciplinary actions as needed, and recommended new policies to improve efficiency.
- Required to be available to perform duties for operational problems, equipment emergencies, storms, power outages, and other emergencies deemed necessary by management after regular working hours, weekends, and holidays, and expected to adhere to safety practices, wear appropriate personal protective equipment, and work during inclement weather. Required to work in and adapt to office and field environments, such as construction sites with all the associated hazards, as needed.
- Attended Township Board meetings, completed special projects, and made presentations as requested.
- Considerable knowledge of the safety issues, tools, methods, and materials utilized in public works and facilities management operations.

WASHTENAW COUNTY ROAD COMMISSION – Ann Arbor, Michigan

Facilities Supervisor (2019 – 2021)

- Met with developers, architects, and contractors to assess quality, progress, and overall performance and conducted field inspections of new construction and remodeling projects to determine compliance with approved plans, specifications, and other contract documents.
- Provided, developed, and prepared annual facility capital and operating budget for the Director of Operations and prepared short- and long-term budgetary capital plans for all county-wide properties and infrastructure.
- Served as liaison to building occupants, identified and resolved current and potential facility maintenance problems, and ensured facilities' regulatory compliance. Supervised, enforced, and trained building occupants in emergency evacuations and ensured building and fire regulations compliance.
- Solicited and administered building maintenance contracts and monitored activities of service employees. Consulted with contractual supervisors to ensure compliance with contract specifications and conducted inspections to ensure facilities were maintained correctly.

CHARTER TOWNSHIP OF WATERFORD – Waterford, Michigan

Facilities & Operations Superintendent (2017 – 2019)

- Responsible for all township-owned and operated buildings, facilities, and grounds, drains, sidewalks, roadways, bike paths, equipment, vehicles, maintenance garage operations, and cemeteries.
- Utilized Cityworks, Computerized Maintenance Management System (CMMS) in facilitating and managing all maintenance and repairs for Township-owned and/or operated facilities and grounds, sidewalks, bike paths, automotive fleet, automotive inventory, and cemetery services related to the Division.
- Managed and monitored the Honeywell – ControlNet Building Management System (BMS) for all administration facilities and worked closely with HVAC Technicians and control contractors for process resolutions.
- Assisted the Director of Public Works in preparing the annual budget requests, annual and long-term (2-5 year) operating and capital budget, and improvement plan for all Township facilities, systems, and equipment. Administered the Facilities and Operations yearly operating and capital budget program

and ensured effective utilization of authorized budget procedures while analyzing both capital and operational needs.

- Conducted periodic analyses of energy usage, space utilization, and mechanical and electrical maintenance of the buildings and facilities under the charge of the Division and introduced utility net-neutrality emissions programming for all facilities on campus.
- Conducted assessments of departmental operations and staffing levels, and was responsible for hiring personnel within the division, as well as managing facilities and equipment, and made recommendations for improvements and implemented necessary changes. Directed the daily activities of all Facilities and Operations staff by preparing schedules, assigning tasks, supervising work, and determining priorities. Additionally, I evaluated personnel performance and arranged for staff development within the division.
- Annually reviews all vehicle and equipment usage and selects new fleet additions upon the department's request. Responsible for purchasing and maintaining all township vehicles and garage operations, and prepared antiquated vehicles for removal from the fleet to be resold.
- Prepared reports as requested by the Director of Public Works, the township Administration, or other entities.
- Attended Township Board meetings, completed special projects, and made presentations as requested.

Personnel and Safety Coordinator (2008 – 2017)

- Developed and implemented township-wide safety, training, and accident prevention programs to reduce or eliminate occupational accidents, injuries, illnesses, deaths, and/or financial losses.
- Collaborated with the designated township Risk Manager to review related workers' compensation, property damage, and liability accidents. Reviewed data for trends and recommended corrective action or preventative measures. Assisted with developing and updating the Township's loss control policies, operational procedures, and emergency preparedness program.
- Developed and implemented safety training and accident prevention programs township-wide to reduce or eliminate occupational accidents, injuries, illnesses, deaths, and/or financial losses. Meet with immediate supervisors and township department heads to determine training needs and to ensure successful programs.
- Scheduled and conducted inspections of work areas, sites, shops, facilities, and fleet to detect potential or existing unsafe/hazardous conditions or unsafe work practices. Also, ensure work is performed in adherence to established safety procedures. Recommended corrective or preventative measures, where needed, to reduce accidents and injuries.
- Developed and conducted supervisor and employee training in safety and loss prevention, including Occupational and Safety Health Administration (OSHA), Michigan Occupational and Safety Health Administration (MIOSHA), and Environmental Protection Agency (EPA) requirements aimed at reducing injuries/accidents in the workplace.
- Implemented innovative safety technology within the Division. Worked with Information Systems personnel to define departmental needs and foster departmental transition to new or upgraded technology.
- Serves as a DPW Liaison regarding occupational health issues and recommends and analyzes favored duty assignments for workers' compensation and employees with disabilities
- Accompany and assist with OSHA inspections. Makes recommendations for OSHA Compliance.
- Continually works with the Township Police Department to develop and update the township's loss control policies, operational procedures, and emergency preparedness program.

EDUCATION

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- **Master of Science – Public Administration**
Columbia Southern University – Orange Beach, Alabama 2012
 - **Master of Science – Occupational Safety and Health (Environmental Management)**
Columbia Southern University – Orange Beach, Alabama 2009
 - **Bachelor of Science in Education – Occupational Safety and Health**
University of Wisconsin - Whitewater – Whitewater, Wisconsin 2002

CERTIFICATIONS

-
- CERTIFIED PROFESSIONAL MAINTENANCE MANAGER (CPMM) – ASSOCIATION OF FACILITIES ENGINEERING - 2025
 - Associate in Risk Management (ARM) – The Institutes - 2023
 - Certified Facility Manager (CFM) – International Facilities Management Association – 2023
 - Sustainability Facility Professional (SFP) – International Facilities Management Association – 2023
 - Facilities Management Professional (FMP) – International Facilities Management Association – 2022
 - Facilities Management Certificate (FMC) – BOMI International – 2022
 - Licensed Safety Professional (LSP) – National Association of Safety Professionals – 2021
 - ProFM Credential – Professional Facility Management Institute – 2020
 - Class A&B Underground Storage Tank (UST) System Operator – International Code Council – 2014
 - Level 1 & 2 - Safety and Health Compliance General Industry - MIOSHA Training Institute – 2012
 - Occupational Safety and Health Professional (132 Hour Course) – OSHAcademy – 2011
 - Industrial Hygiene Management Certificate – Columbia Southern University -2009

AFFILIATIONS

-
- APWA (American Public Works Association) 2021 - Present
 - Member – Facilities and Grounds Committee
 - MMRMA (Michigan Municipal Risk Management Authority)
 - Vice Chair – Public Services Risk Control Committee 2008 - 2019
 - Membership Committee 2014 - 2016
 - Membership Committee Vice-Chair 2017 - 2019
 - Facilities Management Risk Control Advisory Committee 2017 - Present
 - MI-PRIMA (Michigan Public Risk Management Association)
 - Trustee 2016 - 2017
 - Secretary 2017 - 2018
 - MWEA (Michigan Water Environment Association)
 - Health & Safety Committee Chair 2014 - 2019
 - AWWA – MI (American Water Works Association - Michigan Section)
 - Safety Practices Committee Chair 2014 – 2019

AWARDS

-
- MWEA – Health & Safety Professional of the Year 2014
 - MI – AWWA (Michigan Section) - Safety Recognition Award 2013
 - MWEA – Health & Safety Award for Small Municipal Facility 2013
 - MWEA – Health & Safety Award for Small Municipal Facility 2011
 - MI – AWWA (Michigan Section) - Safety Recognition Award 2010
 - MI – AWWA (Michigan Section) - Health & Safety Award 2009
 - MI – AWWA (Michigan Section) - Safety Recognition Award 2009

MILITARY

-
- United States Army: 10th Mountain Division, Ft. Drum, NY** 2002-2007
 - Honorable Discharge



January 26th 2026

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Marlo Testwuide (HC Denison), David Gass (Rhode Dales), Andrew Jackus (EOS), Rick Grant (RGA PR) Sara Woosencraft (Relish) to be considered for appointment to the Harbor Centre Business Improvement District
- Barbara Alvez to be considered for appointment to the Library Board

A handwritten signature in black ink that reads "Ryan Sorenson".

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
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Barbara Alvarez – Former Librarian, Former UW Extension Outreach, Adjunct Professor

**CITY OF SHEBOYGAN
REPORT 45-25-26**

BY CITY ATTORNEY LIZ MAJERUS.

FEBRUARY 9, 2026.

Submitting the exit interview summary for the City of Sheboygan for Quarter 4 of 2025.

Exit Interview Summary

Quarter 4, 2025

City of Sheboygan – Human Resources



Termination Information

Full-time and part-time position only (excludes, Interns, LTEs, Temps, Seasonals):

	Q1 Terms	Q2 Terms	Q3 Terms	Q4 Terms	YTD # of Terms
Retirements	8	4	4	5	21
Resignations	7	11	10	6	34
Involuntary Terms	2	3	2	1	8
TOTAL	17	18	16	12	63

Q4 Termination Information

Full-time and part-time positions only (excludes, Interns, LTEs, Temps, Seasonals):

Termination Type	Number of Terms
Retirements	5
Resignations	6
Involuntary Terminations	1
TOTAL	12

Continuing the trend, in Q4 we see an overall decrease in terminations. Quarter 4 had the lowest turnover of any quarter in 2025.

Turnover Information

Turnover Period	Turn Over Rate
2025 Q1 Turnover	3.02%
2025 Q2 Turnover	4.03%
2025 Q3 Turnover	4.03%
2025 Q4 Turnover	2.77%
2025 Total Turnover	13.85%
2024 Q1 Turnover	2.87%
2024 Q2 Turnover	4.69%
2024 Q3 Turnover	2.34%
2024 Q4 Turnover	1.82%
2024 Total Turnover	11.72%

Full time turnover data excludes Part-time, Interns, LTEs, Temps, Elected Officials, and Seasonal employees.

(2025 based on 397 full time positions) (2024 based on 384 full time positions)

Turnover in Q4 is down from Q3, but we see that the total turnover rate for 2025 is higher than 2024 by 2.13%.

Exit Interview Information

For Quarter 3 (10/1/2025 - 12/31/2025) there were two exit interviews conducted. Interviewees included 1 Non-Represented Employee and 1 Represented Employee.

Statement	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
I believe I was fairly compensated for the work I performed.	1		1		
Overall, I am pleased with the City of Sheboygan's benefit plans and offerings.	1	1			
My job duties were what I thought they would be when I was hired by the City.	1			1	
There were no obstacles, policies, or procedures that made my job difficult to perform.	1				1
My supervisor is knowledgeable and well versed in their content area.	2				
My supervisor supports and empowers the people they supervise.	2				
I felt connected to the City as a City of Sheboygan employee; my department did not feel separate from the rest of the City.	1	1			

Reasons for leaving:

- Retirement
- Lack of Recognition
- Company Culture
- Quality of Supervision
- Other: personal reasons

Negative Experiences to Note:

- Continuous workplace culture concerns
- An instance of inflexibility and insensitivity to a family emergency that prevented me from being able to report to work even with giving as much notice as possible

Positive Experiences to Note:

- Working for a supervisor with a wealth of knowledge

- Support from the city while encountering various health concerns.

HR Feedback:

Quarter 4 only had two exit interviews due to a larger number of represented terminations; represented employees are not required to complete an exit interview for PTO payout.

When looking at the feedback we did receive, policies and job description again fall more in the disagree category. To reiterate from previous exit reports, HR is confident that the job description review project and the citywide SOP initiative will help improve employee understanding of job duties as well as help to identify any obstacles to executing those duties.

Exit Interviews YTD at a Glance

Year to date, 22 exit interviews were conducted. Interviewees included 16 Non-Represented Employees and 6 Represented Employees.

Statement	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
I believe I was fairly compensated for the work I performed.	9	9	2	2	
Overall, I am pleased with the City of Sheboygan’s benefit plans and offerings.	8	12	2		
My job duties were what I thought they would be when I was hired by the City.	9	6		7	
There were no obstacles, policies, or procedures that made my job difficult to perform.	5	9	2	5	1
My supervisor is knowledgeable and well versed in their content area.	10	7	3.5	1.5	
My supervisor supports and empowers the people they supervise.	11	8	2		1
I felt connected to the City as a City of Sheboygan employee; my department did not feel separate from the rest of the City.	5	9	4	3	1

Reasons for leaving:

- Retirement (10)
- Career advancement opportunities (4)
- Paid training for skill development
- Better compensation (3)
- Relocation
- Type of work/work that aligns better with what I want to do (4)
- Social services aspect of the job became overwhelming
- Better flexibility
- Personal
- Going back to school
- Family Circumstances
- Lack of Recognition (2)
- Quality of Supervision (3)
- Working Conditions
- Company Culture

**CITY OF SHEBOYGAN
REPORT 48-25-26**

BY FINANCE DIRECTOR KAITLYN KRUEGER.

FEBRUARY 9, 2026.

Submitting the 2026 Business Improvement District (BID) Statement of Purpose dated October 9, 2025, the BID's 2026 Operating Budget, and 2025 Special Assessment Listing.

City of Sheboygan
Business Improvement District (BID) 2025 Special Assessments

Tax Key Number	Property Address	Property Owner	Mailing Address	City, State	Zip Code	2024 Value	Tax Class	2025 Assessment Rate	2025 Assessment
59281106050	931 N 8th St	Chamberlain World Trade, LLC	1099 Creeks Cross Ct	Kohler, WI	53044	\$1,204,200	Commercial	2.78	3,347.68
59281106070	925 N 8th St	Richard W Rupp Inc	925 N 8th St	Sheboygan, WI	53081-4004	\$467,900	Commercial	2.78	1,300.76
59281106080	919 N 8th St	The Rudnick Group, LLC	919 N 8th St	Sheboygan, WI	53081-4004	\$346,400	Commercial	2.78	962.99
59281106100	909 N 8th St	Niagara S, LLC	909 N 8th St Ste 110	Sheboygan, WI	53081-4056	\$2,317,600	Commercial	2.78	6,442.93
59281106115	708 Niagara Ave	Sheboygan Gsrs LLC	708 Niagara Ave	Sheboygan, WI	53081-4027	\$3,801,200	Commercial	2.78	8,000.00
59281106210	822 Niagara Ave	Darrow Properties, LLC	822 Niagara Ave	Sheboygan, WI	53081	\$432,800	Commercial	2.78	1,203.18
59281107200	804 N 8th St	Fifth Generation Properties, LLC	PO Box 444	Sheboygan, WI	53082-0444	\$507,400	Commercial	2.78	1,410.57
59281107230	N 8th St	Niagara G, LLC	909 N 8th St Ste 110	Sheboygan, WI	53081-4056	\$73,300	Commercial	2.78	250.00
59281107270	809 N 8th St	Thomas J. Kohlbeck	1300 N State Pkwy Apt 101	Chicago, IL	60610-8654	\$641,300	Commercial	2.78	1,782.81
59281107260	821 N 8th St	Black Pig Elkhart Lake LLC	821 N 8th St	Sheboygan, WI	53081-4020	\$1,066,000	Commercial	2.78	2,963.48
59281107280	801 N 8th St	Homepride, LLC	108 N Kohler St	Whitelaw, WI	54247-9429	\$364,000	Commercial	2.78	1,011.92
59281107330	709 N 8th St	Revolution Church, Inc	407 Factory St	Plymouth, WI	53073-1554	\$23,200	Commercial	2.78	250.00
59281107340	701 N 8th St	Park Place Holdings, LLC	1674 Eisenhower Rd	De Pere, WI	54115-8145	\$616,000	Commercial	2.78	1,712.48
59281107430	703 N 9th St	Ashling Properties, LLC	W257 N9427 Sennott Ct	Colgate, WI	53017	\$160,300	Commercial	2.78	445.63
59281107531	730 N 9th St	Marine Credit Union	PO Box 309	Onalaska, WI	54650-0309	\$210,900	Commercial	2.78	586.30
59281107920	8th St	4k Capital Investments, LLC	297 W Northland Ave	Appleton, WI	54911	\$55,100	Commercial	2.78	250.00
59281107960	813 New York Ave	Eighth Street Investments, LLC	5210 Vanguard Dr	Sheboygan, WI	53083	\$89,300	Commercial	2.78	250.00
59281107970	815 New York Ave	815 New York Ave Sheboygan, LLC	W4384 Lake Dr	Waldo, WI	53093-1536	\$276,500	Commercial	2.78	768.67
59281107980	817 New York Ave	Andrew J. Hahn	10707 State Rd 42	Newton, WI	53063-9510	\$337,100	Commercial	2.78	937.14
59281107990	819 New York Ave	Punky Pets, LLC	3204 S 9th St	Sheboygan, WI	53081-6913	\$157,800	Commercial	2.78	438.68
59281108100	723 New York Ave	Kramer Holdings, LLC	3801 N 12th St	Sheboygan, WI	53083-3012	\$282,400	Commercial	2.78	785.07
59281108105	618 N 7th St	Testwuide, Konrad C & Mary S Testwuide Trust	1236 Riverview Dr	Sheboygan, WI	53083-3001	\$409,300	Commercial	2.78	1,137.85
59281108110	631 N 8th St	Cck Properties II LLC	15380 Kata Dr	Elm Grove, WI	53122-1027	\$492,100	Commercial	2.78	1,368.04
59281108120	627 N 8th St	Past Present Future LLC	4140 N 31st St	Sheboygan, WI	53083-2019	\$187,300	Commercial	2.78	520.69
59281108130	625 N 8th St	Casper Enterprises LLC	625 N 8th St	Sheboygan, WI	53081-4502	\$275,700	Commercial	2.78	766.45
59281108140	623 N 8th St	Luce Egg Inc	623 N 8th St	Sheboygan, WI	53081-4502	\$142,200	Commercial	2.78	395.32
59281108150	621 N 8th St	Duck Family Assets, LLC	1919 N 6th St	Sheboygan, WI	53081-2709	\$139,400	Commercial	2.78	387.53
59281108160	617 N 8th St	Sunny Shore Properties LLC	2718 Northview Rd Unit 21	Waukesha, WI	53188-2034	\$482,100	Commercial	2.78	1,340.24
59281108170	605 N 8th St	Lakeview Tower, LLC	200 E Washington St Ste 2a	Appleton, WI	54911-5468	\$1,253,200	Commercial	2.78	3,483.90
59281108180	N 8th St	Lakeview Tower, LLC	200 E Washington St Ste 2a	Appleton, WI	54911-5468	\$128,800	Commercial	2.78	358.06
59281108210	Center Ave	Lakeview Tower, LLC	200 E Washington St Ste 2a	Appleton, WI	54911-5468	\$49,000	Commercial	2.78	250.00
59281108230	723 Center Ave	Rahil LLP	723 Center Ave	Sheboygan, WI	53081-4691	\$1,485,000	Commercial	2.78	4,128.30
59281108250	N 8th St	David M. Haneman	836 Dillingham Ave	Sheboygan, WI	53081-6030	\$17,500	Commercial	2.78	250.00
59281108260	513 N 8th St	James T. Passmore	1422 N 10th St	Sheboygan, WI	53081-3332	\$161,400	Commercial	2.78	448.69
59281108270	511 N 8th St	Jacqueline L. Carney	511 N 8th St	Sheboygan, WI	53081-4401	\$233,300	Commercial	2.78	648.57
59281108280	509 N 8th St	Mavericks Barbershop LLC	N4489 State Rd 32	Sheboygan Falls, WI	53085-2710	\$140,500	Commercial	2.78	390.59
59281108380	520 N 8th St	Holdings By Tj, LLC	918 Mead Ave	Sheboygan, WI	53081-6362	\$292,400	Commercial	2.78	812.87
59281108390	522 N 8th St	Sheb Retail, LLC	615 S 8th St Ste 240	Sheboygan, WI	53081-4468	\$132,900	Commercial	2.78	369.46
59281108400	526 N 8th St	Sheb Retail, LLC	615 S 8th St Ste 240	Sheboygan, WI	53081-4468	\$301,200	Commercial	2.78	837.34
59281108410	532 N 8th St	Tech Hub, LLC	3122 N 7th St	Sheboygan, WI	53083-4241	\$515,900	Commercial	2.78	1,434.20
59281108470	818 Pennsylvania Ave	Heartland Affordable Housing - Sheboygan Balzer Inc	2418 Crossroads Dr Ste 2400	Madison, WI	53718-2424	\$360,600	Commercial	2.78	1,002.47
59281108500	816 Pennsylvania Ave	Elisa M. Kistner	N5597 Kathryn Dr	Plymouth, WI	53073-3735	\$152,100	Commercial	2.78	422.84
59281108510	814 Pennsylvania Ave	Kevin R. Swanson	215 Superior Ave	Sheboygan, WI	53081-2957	\$82,200	Commercial	2.78	250.00
59281108530	502 N 8th St	502 North 8th LLC	502 N 8th St	Sheboygan, WI	53081-4402	\$487,700	Commercial	2.78	1,355.81
59281108550	506 N 8th St	Thomas R. Nicla	1231 Carmen Ave	Sheboygan, WI	53081-7614	\$84,900	Commercial	2.78	250.00
59281108560	508 N 8th St	Slys Real Estate LLC	1652 Riverdale Ave	Sheboygan, WI	53081-8046	\$217,200	Commercial	2.78	603.82
59281108570	510 N 8th St	Mjm Miller Holdings LLC	1905 N 2nd St	Sheboygan, WI	53081-2917	\$152,700	Commercial	2.78	424.51
59281108580	512 N 8th St	Taylor Properties, LLC	618 Roosevelt Rd	Kohler, WI	53044-1618	\$174,700	Commercial	2.78	485.67
59281108590	514 N 8th St	Taylor Properties, LLC	618 Roosevelt Rd	Kohler, WI	53044-1618	\$110,500	Commercial	2.78	307.19
59281108600	516 N 8th St	James M. Petr	8900 N Upper River Ct	River Hills, WI	53217-1050	\$241,500	Commercial	2.78	671.37
59281108630	908 Pennsylvania Ave	Mueller Real Estate North LLC	4928 Moenning Rd	Sheboygan, WI	53081-8502	\$187,800	Commercial	2.78	522.08

59281108780	927 Pennsylvania Ave	Otter Creek Irrevocable Trust	1234 New York Ave	Sheboygan, WI	53081-3903	\$165,100	Commercial	2.78	458.98
59281108890	502 S 8th St	Lakeview Beverages Inc	N637 6 Mile Rd	Cedar Grove, WI	53013-1402	\$1,377,800	Commercial	2.78	3,830.28
59281109140	733 Pennsylvania Ave	Larmy Holdings LLC	733 Pennsylvania Ave	Sheboygan, WI	53081-4644	\$247,000	Commercial	2.78	686.66
59281108950	827 Pennsylvania Ave	R & G Holdings LLC	820 Pheasant Run Ct W	Port Orange, FL	32127-1141	\$193,900	Commercial	2.78	539.04
59281108960	833 Pennsylvania Ave	Jcb Management Group, LLC	PO Box 389	Menasha, WI	54952-0389	\$657,000	Commercial	2.78	1,826.46
59281109070	532 S 8th St	Sheb Retail, LLC	615 S 8th St Ste 240	Sheboygan, WI	53081-4468	\$407,100	Commercial	2.78	1,131.74
59281109080	522 S 8th St	Pesto LLC WI Ltd Liability Co	522 S 8th St	Sheboygan, WI	53081-4404	\$537,300	Commercial	2.78	1,493.69
59281109120	Pennsylvania Ave	7 Penn Holdings, LLC	172 N Broadway 2nd	Milwaukee, WI	53202-6015	\$119,800	Commercial	2.78	333.04
59281109150	505 S 8th St	Kramer Holdings, LLC	3801 N 12th St	Sheboygan, WI	53083-3012	\$175,700	Commercial	2.78	488.45
59281109180	511 S 8th St	Pizza Face, LLC	522 S 8th St	Sheboygan, WI	53081-4404	\$556,800	Commercial	2.78	1,547.90
59281109200	531 S 8th St	Heartland Affordable Housing - Sheboygan Leverenz LLC	2418 Crossroads Dr Ste 2400	Madison, WI	53718-2423	\$994,700	Commercial	2.78	2,765.27
59281109220	615 Pennsylvania Ave	Prairie on the Lake LLC	35 E Wacker Dr Ste 3200	Chicago, IL	60601-2102	\$2,754,500	Commercial	2.78	7,657.51
59281109235	Riverfront Dr	Prairie on the Lake LLC	35 E Wacker Dr Ste 3200	Chicago, IL	60601-2102	\$407,100	Commercial	2.78	1,131.74
59281109510	539 Riverfront Dr	539 Riverfront, LLC	909 N 8th St Ste 110	Sheboygan, WI	53081-4056	\$531,800	Commercial	2.78	1,478.40
59281109513	635 Riverfront Dr	Holbrook Trust	7722 Wheeler Island Rd	Three Lakes, WI	54562-9260	\$330,200	Commercial	2.78	917.96
59281109515	641 Riverfront Dr Unit A	Holbrook Trust	7722 Wheeler Island Rd	Three Lakes, WI	54562-9260	\$179,000	Commercial	2.78	497.62
59281109514	631 Riverfront Dr	Salon Sase, LLC	1117 Partridge run	Sheboygan Fls, WI	53085-1846	\$318,700	Commercial	2.78	885.99
59281109516	641 Riverfront Dr Unit B	Holbrook Trust	7722 Wheeler Island Rd	Three Lakes, WI	54562-9260	\$174,800	Commercial	2.78	485.94
59281109517	641 Riverfront Dr Unit C	The Brass Bell LLC	641 Riverfront Dr	Sheboygan, WI	53081-4634	\$255,300	Commercial	2.78	709.73
59281109580	621 S 8th St	Sheboygan County Chamber of Commerce	621 S 8th St	Sheboygan, WI	53081-4405	\$423,500	Commercial	2.78	1,177.33
59281109590	615 S 8th St	South Pier Family Investments, Inc	615 S 8th St Ste 240	Sheboygan, WI	53081-4468	\$2,232,200	Commercial	2.78	6,205.52
59281109640	620 S 8th St	Heartland Affordable Housing-Sheboygan Jung, LLC	2418 Crossroads Dr Ste 2400	Madison, WI	53718-2424	\$2,108,000	Commercial	2.78	5,860.24
59281109840	701 S 8th St	Studio Lane LLC	731 Virginia Ave	Sheboygan, WI	53081-4646	\$258,500	Commercial	2.78	718.63
59281109860	729 S 8th St	Martin Automotive Inc	729 S 8th St	Sheboygan, WI	53081-4484	\$842,300	Commercial	2.78	2,341.59
59281109920	705 Riverfront Dr	City of Sheboygan	828 Center Ave	Sheboygan, WI	53081-4442	\$2,194,700	Commercial	2.78	6,101.27
59281109925	733 Riverfront Dr	Riverfront Bait & Tackle Inc	733 Riverfront Dr	Sheboygan, WI	53081-4630	\$149,700	Commercial	2.78	416.17
59281109960	809 S 8th St	Kbp Properties, LLC	4336 S 15th St	Sheboygan, WI	53081-7706	\$124,400	Commercial	2.78	345.83
59281109970	813 S 8th St	Eighth Street Properties, LLC	PO Box 871	Sheboygan, WI	53082-0871	\$141,700	Commercial	2.78	393.93
59281109980	823 S 8th St	Rrg East LLC	N6715 Cardinal Dr	Sheboygan, WI	53083-2332	\$408,400	Commercial	2.78	1,135.35
59281109990	828 Riverfront Dr	Schwarz Fish Company	3028 S 9th St	Sheboygan, WI	53081-6997	\$86,300	Commercial	2.78	250.00
59281110105	905 S 8th St	City of Sheboygan	828 Center Ave	Sheboygan, WI	53081-4442	\$752,700	Commercial	2.78	2,092.51
59281110570		Sheboygan Press, LLC	901 S 70th St	Milwaukee, WI	53214-3100	\$43,700	Commercial	2.78	250.00
59281110580	632 Center Ave	Sheboygan Press, LLC	901 S 70th St	Milwaukee, WI	53214-3100	\$6,640,000	Commercial	2.78	8,000.00
59281110600	602 N 6th St	Aljoco	602 N 6th St	Sheboygan, WI	53081-4613	\$443,800	Commercial	2.78	1,233.76
59281110610	608 N 6th St	HKK Properties,, LLC	PO Box 485	Random Lake, WI	53075	\$284,100	Commercial	2.78	789.80
59281110620	614 N 6th St	Barbara J. Kirchner	4022 Kruschke Ave	Sheboygan, WI	53081-3067	\$217,600	Commercial	2.78	604.93
59281110640	605 Center Ave	Positive Impact Properties, LLC	673 Valley View Dr	Campbellsport, WI	53010-3062	\$265,100	Commercial	2.78	736.98
59281110650	Center Ave	Aljoco	602 N 6th St	Sheboygan, WI	53081-4613	\$18,700	Commercial	2.78	250.00
59281110660	Center Ave	Aljoco	602 N 6th St	Sheboygan, WI	53081-4613	\$15,200	Commercial	2.78	250.00
59281110670	Center Ave	Sheboygan Press, LLC	901 S 70th St	Milwaukee, WI	53214-3100	\$65,500	Commercial	2.78	250.00
59281110690	611 Center Ave	611 Center Avenue, LLC	27 W 20th St Ste 302	New York, NY	10011-3731	\$319,000	Commercial	2.78	886.82
59281112955	712 Riverfront Dr Unit B	Gott Sheboygan, LLC	1390 E Bolivar Ave	St Francis, WI	53235	\$496,600	Commercial	2.78	1,380.55
59281321310	725 Blue Harbor Dr	Sheboygan Acquisitions LLC New Frontiers Capital LLC	725 Blue Harbor Dr	Sheboygan, WI	53081-4982	\$16,467,400	Commercial	2.78	8,000.00
59281322022	802 Blue Harbor Dr	802 Building, LLC	1111 Willis Ave	Wheeling, IL	60090-5816	\$1,555,200	Commercial	2.78	4,323.46
59281322026	528 South Pier Dr	Mackximus LLC	1433 N Water St Ste 400	Milwaukee, WI	53202-2603	\$208,200	Commercial	2.78	578.80
59281322020	682 South Pier Dr	Dayeseye LLC	3950 N 28th St	Sheboygan, WI	53083-2072	\$407,600	Commercial	2.78	1,133.13
59281322021	534 South Pier Dr	Mackximus LLC	1433 N Water St Ste 400	Milwaukee, WI	53202-2603	\$292,200	Commercial	2.78	812.32
59281323510	510 South Pier Dr	South Pier Hospitality Group, LLC	518 S Pier Dr	Sheboygan, WI	53081-4991	\$185,700	Commercial	2.78	516.25
59281323515	524 South Pier Dr	Spartacus Properties LLC	470 Woodlake Rd	Kohler, WI	53044-1314	\$185,400	Commercial	2.78	515.41
59281323516	522 South Pier Dr	Erika M. Dominguez	W1784 Highview Ct	Sheboygan, WI	53083-1622	\$165,600	Commercial	2.78	460.37
59281323517	518 South Pier Dr	South Pier Hospitality Group, LLC	518 S Pier Dr	Sheboygan, WI	53081-4991	\$196,300	Commercial	2.78	545.71
59281323640	640 South Pier Dr	Heitzmann Enterprises LLC	640 S Pier Dr	Sheboygan, WI	53081-4986	\$161,400	Commercial	2.78	448.69
59281323642	642 South Pier Dr	CMEInvest, LLC	2420 Elm Ave	Sheboygan, WI	53081-5528	\$92,000	Commercial	2.78	255.76
59281323646	646 South Pier Dr	CMEInvest, LLC	2420 Elm Ave	Sheboygan, WI	53081-5528	\$77,200	Commercial	2.78	250.00
59281323659	652 South Pier Dr	CMEInvest, LLC	2420 Elm Ave	Sheboygan, WI	53081-5528	\$102,200	Commercial	2.78	284.12
59281505750	820 Indiana Ave	HH2 Properties LLC	7722 W Hawthorne Rd	Mequon, WI	53097-2006	\$1,338,600	Commercial	2.78	3,721.31

59281322028	322 South Pier Dr	Harbor Pointe Miniature Golf LLC	N7370 County Rd M	Plymouth, WI	53073-4800	\$462,700	Commercial	2.78	1,286.31
59281322029	422 South Pier Dr	Jnf Buildings, LLC	422 S Pier Dr	Sheboygan, WI	53081-4992	\$499,100	Commercial	2.78	1,387.50
59281322011	434 South Pier Dr	R & M Moeller LLC	434 S Pier Dr	Sheboygan, WI	53081-4992	\$443,400	Commercial	2.78	1,232.65
59281322033	342 South Pier Dr	Grateful Properties, LLC	342 S Pier Dr	Sheboygan, WI	53081-4984	\$729,300	Commercial	2.78	2,027.45
59281322034	668 South Pier Dr	Prohibition Bistro 668 LLC	668 S Pier Dr	Sheboygan, WI	53081-4986	\$394,900	Commercial	2.78	1,097.82
59281322035	676 South Pier Dr	Dan Welsch	4022 N 51st St	Sheboygan, WI	53083-5605	\$300,900	Commercial	2.78	836.50
59281322037	South Pier Dr	Prohibition Bistro 668 LLC	668 S Pier Dr	Sheboygan, WI	53081-4986	\$19,000	Commercial	2.78	250.00
59281107312	734 N 7th St Unit 102	Eighth Street Sheboygan Housing Corp	2 Science Ct	Madison, WI	53711-1088	\$983,900	Commercial	2.78	2,735.24
59281108301	501 N 8th St	Sheb Retail, LLC	615 S 8th St Ste 240	Sheboygan, WI	53081-4468	\$768,700	Commercial	2.78	2,136.99
59281107926	N 8th St	4k Capital Investments, LLC	297 W Northland Ave	Appleton, WI	54911	\$45,600	Commercial	2.78	250.00
59281110851	622 Pennsylvania Ave	Ccm Sheboygan 7penn LLC	901 S 70th St	West Allis, WI	53214-3100	\$979,900	Commercial	2.78	2,724.12
59281109131	731 Pennsylvania Ave	Foodworks Holdings LLC	522 S 8th St	Sheboygan, WI	53081-4404	\$920,000	Commercial	2.78	2,557.60
59281107953	632 N 8th St	Eighth Street Investments, LLC	5210 Vanguard Dr	Sheboygan, WI	53083	\$262,500	Commercial	2.78	729.75
59281107954	807 New York Ave	American Orthodontics Corp	3524 Washington Ave	Sheboygan, WI	53081-6442	\$273,300	Commercial	2.78	759.77
59281107955	807 New York Ave	American Orthodontics Corp	3524 Washington Ave	Sheboygan, WI	53081-6442	\$253,300	Commercial	2.78	704.17
59281112957	712 Riverfront Dr Unit A	Long Shot Properties, LLC	670 Riverview Dr	Plymouth, WI	53073	\$566,300	Commercial	2.78	1,574.31
59281112958	712 Riverfront Dr Unit C	ABC Real Estate Holdings, LLC	4866 Lynn Dr	Nashville, TN	37211	\$713,800	Commercial	2.78	1,984.36
Total Assessment									177,381.63



2026 Statement of Purpose & Budget

Presented to the Executive Committee
October 9, 2025

Approved by the Board of Directors
TBD

Submitted to the City of Sheboygan
TBD



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BID STATEMENT OF PURPOSE

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept formed in 1990 was developed to utilize the historic strengths of the City - the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting, and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre Master Plan, Sheboygan's Downtown Districts Plan, and any subsequent plans that impact or include the BID. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks, and good roads.

The BID funds will be used to support community and member-driven events and activities taking place in the district, provide streetscape beautification and enhancement, and support investments in the infrastructure and functionality of the district.



BID BENEFICIARIES

The BID program is designed so that it benefits all business interests within the district.

RETAILERS: Money generated through the BID assessment is used to support programs that enhance the business climate in the Harbor Centre.

A comprehensive support program reinforces the existing promotional programs and supports members in creating new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

Retail establishments located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses and improves each customer's experience.

SERVICES PROVIDERS: Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses and improves each customer's experience.

INDUSTRIAL FIRMS: Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

PROPERTY OWNERS: Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. Programs that bring increased interest and traffic to the area that are created and supported by the BID impact owners of vacant properties by increasing desirability of the district and exposing the public to available properties.



BID BOARD OF DIRECTORS

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes.

The Board shall consist of 12 members in size for two year staggered terms and are composed of five business agents, representing owners of commercial businesses in the district; six property owners, one at large member and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

Board members should be representative of different areas within the district, including representation from a mix of business types. In addition, the Board may choose to have non-voting members representing co-beneficial partner organizations such as the Visit Sheboygan and Sheboygan County Economic Development Corporation.



BID GOALS AND OBJECTIVES

1. **MARKETING.** The BID will **continue** marketing efforts through social media, promotional assistance for key events, and the creation of promotional assets (i.e. destination itineraries, maps, photography). These elements will assist with marketing the BID to Sheboygan residents and visitors throughout the year.
2. **EVENTS.** The BID will **support** key, collaborative, seasonal events to assist with coordination. Coordination includes working with BID business and other resources such as the City of Sheboygan Department of Public Works to plan for and execute events. Opportunities to connect with or expand existing events will be explored to leverage foot traffic and impact throughout the BID.
3. **COMMUNICATION.** The BID will continue creating transparent operations and communication with BID members to expand awareness, increase member engagement, and improve two-way communication between BID members and the Board of Directors and its committees.
4. **PARTNERSHIPS.** The BID aims to create synergy and efficiency through the enhancement of mutually beneficial connections with key local organizations, such as Visit Sheboygan, the City of Sheboygan, the Sheboygan County Chamber of Commerce, Sheboygan County Economic Development Corporation and others. These partnerships will help maximize resources, support the efficiency and effectiveness of these organizations, and will connect BID members to external opportunities to learn and grow.
5. **PLACEMAKING.** The BID will work to create a beautiful and enticing business district through supporting infrastructure and beautification efforts, and continuing to develop plans to improve the physical appearance and connectivity of the BID. Placemaking efforts will increase vibrancy by creating a welcoming atmosphere that connects locals and visitors to the BID.
6. **ADVOCACY.** The BID will connect with members to identify opportunities for processes or policies (e.g. outdoor seating). **The BID will advocate for its members with partners such as the City of Sheboygan to advance or implement these processes or policies. Accountability will be part of committee and Board meetings to ensure progress.**



BID SPECIAL ASSESSMENT AND EXEMPTIONS

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.78 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property. In addition, the following minimums and maximums will apply

- a.) BID fee would be a minimum of \$250.00
- b.) BID fee would be a maximum of \$8,000.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.



2026 BID OPERATING BUDGET WORKSHEET - Draft

	Projected 2026
Income	
4000 Special Assessment - Reserve	\$194,800.00
Event Fees (registration)	\$10,500.00
Sponsorships	\$5,000.00
Total Income	\$210,300.00
Gross Profit	\$210,300.00
Expenses	
5000 Operations	
5501 Office Supplies & Software	\$3,000.00
5516 Audit and Accounting	\$900.00
5517 Bank Fees	\$100.00
570 Subcontractors	
BID Manager	\$70,000.00
BID Intern	\$3,000.00
Management Fee	\$29,220.00
5650 Engagement (member meetings)	\$1,200.00
5651 Advertising	\$12,000.00
5654 Website	\$12,680.00
5700 Development	\$700.00
Total 5000 Operations	\$132,800.00
6000 Miscellaneous	\$0.00
7000 Event and Marketing	
7400 Event Marketing & Support	\$50,000.00
7500 Photography	\$0.00
Total 7000 Event and Marketing	\$50,000.00
8000 Major District Investments	
7700 Event Grants	\$2,500.00
8400 Placemaking and Beautification Grants	\$3,000.00
8534 Winter Decorations	\$10,000.00
8810 Summer Decorations	\$12,000.00
Total 8000 Major District Investments	\$27,500.00
Total Expenses	\$210,300.00
Net Operating Income	\$0.00
Net Income	\$0.00

**CITY OF SHEBOYGAN
REPORT 46-25-26**

BY FIRE CHIEF ERIC MONTELLANO.

FEBRUARY 9, 2026.

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department, for the period commencing October 1, 2025 and ending December 31, 2025.

2025 FOURTH QUARTER REPORT

	2023 EOY	2024 EOY	2025 EOY
<u>Incident Types</u>			
Fires	87	80	81
Rescue & EMS	5,147	5,533	5,709
Non-Fires	1,409	1,465	1,576
TOTAL	6,643	7,078	7,366
<u>Incident Count Per Station</u>			
Station 1	2,032	2,161	2,321
Station 2	1,169	1,209	1,240
Station 3	1,652	1,824	1,815
Station 4	1,086	1,000	1,190
Station 5	556	640	654
Mutual Aid Given	85	76	76
Mutual Aid Received	56	22	10
Overlapping Calls (Percent)	63%	70%	83%
Overlapping Calls (Count)	4,215	4,938	6,093
<u>Fire Loss</u>			
Incidents	60	67	69
Pre Incident Value	\$ 59,645,278	\$ 71,492,085	\$ 153,787,725
Property Loss	\$ 745,460	\$ 322,395	\$ 689,925
Content Loss	\$ 205,730	\$ 87,070	\$ 536,950
Total Loss	\$ 951,190	\$ 409,465	\$ 1,226,875
Average Loss	\$ 15,853	\$ 6,111	\$ 17,781
Property Saved	\$ 58,694,088	\$ 71,082,620	\$ 152,560,850
<u>Workload</u>			
Inspections	2,556	2,358	2,450
School Safety Programs (Students)	3,118	3,090	2,974
Public Events	105	112	81
Station Tours	16	42	18
Installed Smoke Alarms	79	96	44
Fire Training Hours	17,060	17,548	19,575
EMS Training Hours	2,333	2,724	2,847
Investigations	78	75	67
<u>Effectiveness</u>			
ISO Rating	2	2	2

**CITY OF SHEBOYGAN
REPORT 47-25-26**

BY POLICE CHIEF KURT ZEMPEL.

FEBRUARY 9, 2026.

Pursuant to section 30-50 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2025 and ending December 31, 2025.

<u>Patrol and Investigations</u>	<u>YTD</u> <u>2025</u>	<u>YTD</u> <u>2024</u>	<u>5 Yr</u> <u>YTD</u> <u>Avg</u> <u>('20 to</u> <u>'24)</u>	<u>2024</u> <u>Actual</u>	<u>2025</u> <u>Benchmarks</u>
Murder & Non-Negligent Manslaughter	0	2	1	2	0
Manslaughter by Negligence	0	0	0	0	0
Sex Offenses – Forcible	41	62	60	62	60
Sex Offenses – Non-Forcible	15	22	16	22	15
Aggravated Assault	139	152	120	152	100
Select Crimes Against Persons Total	195	238	197	238	200
Robbery	11	3	8	3	10
Burglary	21	42	70	42	100
Theft/Larceny	538	568	600	568	800
Motor Vehicle Theft	21	19	27	19	30
Arson	2	2	6	2	10
Select Crimes Against Property Total	593	634	712	634	950
Percent of Offenses Cleared	69%	70%	61%	70%	70%
Accident Investigations	1,365	1,433	1,389	1,433	1,500
Traffic Stops	5,753	5,335	4,873	5,335	5,000
Traffic Arrests	3,800	3,842	3,444	3,842	No Goal
Other Arrests	2,939	2,986	2,902	2,986	No Goal
Speed Device Deployments	18	15	15	15	20
HVEE Deployments	601	416	152	416	350
Parking Tickets Issued	5,602	9,174	7,709	9,174	10,000
Neighborhood Foot Patrol	142	88	73	88	90
Hot Spot Crime Patrols	620	24	195	24	36
Field Interviews	134	51	125	51	120
Involuntary Commitments	68	51	109	51	No Goal
Administration and Outreach					
Open Records Requests	7,459	5,855	6,482	5,855	4,000
Nixle Messages Sent	40	48	75	48	250
Press Releases	13	16	18	16	50
Facebook Posts	194	177	293	177	No Goal
Facebook Followers	24,403	22,107		22,107	23,000

**CITY OF SHEBOYGAN
RESOLUTION 154-25-26**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 9, 2026.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for a IBAK HD CCTV Sewer Camera System for the Wastewater Division of the Department of Public Works.

WHEREAS, the City of Sheboygan has received multiple vendor quotes for a CCTV sewer camera system; and

WHEREAS, the lowest competitive quote received was from Envirotech Equipment for \$159,678.00; and

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

WHEREAS, the City of Sheboygan's Department of Public Works utilizes this equipment for inspection of underground sanitary sewer mains for the purpose of condition assessment, identifying defects and planning reconstruction and resurfacing projects. The new IBAK HD CCTV Sewer Inspection Camera will replace the current in-use unit; and

WHEREAS, once the equipment has been received, the equipment that is being replaced will be traded in as part of the total purchase price.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Envirotech Equipment for the purchase of one IBAK HD CCTV Sewer Inspection System at a total cost of \$159,678.00.

BE IT FURTHER RESOLVED: That the Finance Director is authorized and directed to draw funds in the amount of \$159,678.00 from Account 630361-651100 (Wastewater System Fund – Wastewater – 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

**CITY OF SHEBOYGAN
RESOLUTION 161-25-26**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 9, 2026.

A RESOLUTION adopting the 2026 Marina and Riverfront Slips Fee Schedule.

WHEREAS, the Harbor Centre Marina Manager is adding “The Landing” rental fees (both residential and non-residential rates) to the Marina and Riverfront Slips Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council hereby adopts the attached 2026 Marina and Riverfront Slips Fee Schedule.

BE IT FURTHER RESOLVED: That the fees adopted in the herein-adopted 2026 Marina and Riverfront Slips Fee Schedule shall supersede fees previously adopted.

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



City of Sheboygan 2026 Marina & Riverfront Slips Fee Schedule

Marina Slips	Full Season Flat Rate	Half Season Flat Rate	Monthly Rate
30 Foot Slip	\$1,870.00 (\$62.33/vft)	\$936.00 (\$31.20/vft)	\$2,169.90 (\$72.33/vft)
35 Foot Slip	\$2,310.00 (\$66.00/vft)	\$1,155.00 (\$33.00/vft)	\$2,660.00 (\$76.00/vft)
40 Foot Slip	\$2,970.00 (\$74.25/vft)	\$1,485.00 (\$37.13/vft)	\$3,370.00 (84.25/vft)
45 Foot Slip	\$3,630.00 (\$80.66/vft)	\$1,815.00 (\$40.33/vft)	\$4,079.70 (90.66/vft)
T-Dock (55 Foot Vessel Minimum)	\$82.00/vft	\$41.00/vft	\$100.00/vft
Sports Port (Jet Ski)	\$500.00	\$500.00	\$550.00

vft = vessel foot (measurements are rounded up to next whole foot)

*Ex: A 32-foot vessel docked at a 30-foot slip for the full season will be charged (\$1,870+(\$62.33 x 2)) = \$1994.66 + tax
Rates and charges do not include tax*

Catamarans will pay double the given rate above

Ex: 35-foot Catamaran docked in a 35-foot slip for the full season will be charged (\$2,310.00 + \$2,310.00)=\$4,620.00 + tax

Riverfront Slips	Full Season Flat Rate	Half Season Flat Rate	Monthly Rate
Discount Slip	\$1,100.00	\$550.00	\$1,100.00
<i>Discount Slip lacks electric and water service.</i>			
25-29 Foot Vessel	\$2,000.00	\$1,000.00	\$2,200.00
30-34 Foot Vessel	\$2,300.00	\$1,150.00	\$2,530.00
35-39 Foot Vessel	\$2,500.00	\$1,250.00	\$3,370.00

Measurements are rounded up to next whole foot

Rates and charges do not include tax

Vessels with beams exceeding the limit of their given slip will pay an additional \$500.00



City of Sheboygan

2026 Marina & Riverfront Slips Fee Schedule

Item 15.



City of Sheboygan

2026 Marina & Riverfront Slips Fee Schedule

Miscellaneous Rates & Fees

Transient Discount Slip	\$1.50/vft (Marina or Riverfront)
<i>Discount Slip lacks electric and water service</i>	
Transient Slip (Vessel length 25-79 feet)	\$1.80/vft (Marina or Riverfront)
Transient Slip (Vessel length 80+ feet)	\$2.00/vft (Marina or Riverfront)
Pump-out Service	\$15.00 for non-slip tenants Free for slip tenants
Daily Launch Pass	\$8.00
Annual Launch Pass (City Resident)	\$60.00
Annual Launch Pass (Non-Resident)	\$70.00
Fuel Surcharge	\$.10 discount per gallon for slip tenants
The Landing rental (Residential Rate)	\$290.00 per day
The Landing rental (Non-Residential Rate)	\$500.00 per day

*Measurements are rounded up to next whole foot
Rates and charges do not include tax*

**CITY OF SHEBOYGAN
RESOLUTION 162-25-26**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 9, 2026.

A RESOLUTION authorizing the appropriate City official to apply for a Federal Recreational Trails Program Grant to support maintenance of the Lakefront Trail.

WHEREAS, the City of Sheboygan is interested in rehabilitating areas of the Lakefront Trail, which follows the Lake Michigan shoreline from Pennsylvania Avenue to the intersection of Park Avenue and North 3rd Street, and which is used for public outdoor recreation purposes; and

WHEREAS, improvements will consist of seal coating, crack filling and repair, and the installation of detectible warning surfaces and crosswalk ramps; and

WHEREAS, the project cost is estimated to be \$194,129.78; and

WHEREAS, financial aid is necessary to carry out the project; and

WHEREAS, a federal program, called the Recreational Trails Program, administered through state departments of natural resources, is available to support development, rehabilitation, and maintenance of recreation trails through reimbursement of up to 80% of a project's costs, not to exceed \$100,000.00; and

WHEREAS, the City has budgeted sufficient funds to satisfy its local matching obligation under the Recreational Trails Program.

NOW, THEREFORE, BE IT RESOLVED: That Travis Peterson, Director of Public Works, is authorized to act on behalf of the City of Sheboygan to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available through the Recreational Trails Program.
- Submit reimbursement claims along with necessary supporting documentation within six months of the project completion date.
- Sign such documents, as authorized by the City Attorney and City Administrator, to participate in and accept funding from the Recreational Trails Program.
- Take actions necessary and appropriate to facilitate the project.

BE IT FURTHER RESOLVED: That the City of Sheboygan will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting, and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

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



LEGEND

- SEAL COAT LOCATION
- NEW ADA CURB RAMP CONSTRUCTION
- MAJOR CRACK REPAIR LOCATIONS

Date	
Drawn By	
Revision Description	
Revision Number	

DRAFT

Item 16.

BROUGHTON DRIVE TRAIL IMPROVEMENTS
 (PENNSYLVANIA AVENUE - VOLLRATH PARK)
 PROJECT OVERVIEW

**CITY OF SHEBOYGAN
 PUBLIC WORKS**
 City of Sheboygan
 Department of Public Works
 Engineering Division
 2026 New Jersey Avenue
 Sheboygan, WI 53081
 Kevin Jump, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	1/31/2026
Bid No.	XXXX-XX
Project Date	NA
Sheet No.	

PRELIMINARY CONSTRUCTION ESTIMATE

1/31/2026

Item 16.

Line Item Required	Item Description	UofM	Total Quantity	Unit Price	Extension
ROADWAY					
1	Mobilization	LS	1	\$20,000.00	\$20,000.00
2	Traffic Control	LS	1	\$3,000.00	\$3,000.00
3	Construction Staking	LS	1	\$2,500.00	\$2,500.00
4	Removing Curb and Gutter	LF	420	\$10.00	\$4,200.00
5	Removing Concrete Sidewalk	SY	350	\$6.00	\$2,100.00
6	Removing Pavement	SY	50	\$10.00	\$500.00
7	Removing Inlets	Each	1	\$500.00	\$500.00
8	Concrete Sidewalk 4-Inch	SF	350	\$8.00	\$2,800.00
9	Base Aggregate Dense 3/4-Inch	Tons	65	\$20.00	\$1,300.00
10	Base Aggregate Dense 1 1/4-Inch	Tons	20	\$15.00	\$300.00
11	Inlets Type 2	Each	1	\$2,200.00	\$2,200.00
12	Inlet Castings	Each	1	\$800.00	\$800.00
13	Abandoning 12-Inch Storm Sewer	LF	55	\$15.00	\$825.00
14	PVC Storm Sewer, 12-Inch	LF	45	\$95.00	\$4,275.00
15	Concrete Pavement 7-Inch	SY	50	\$75.00	\$3,750.00
16	Detectable Warning Fields	SF	296	\$40.00	\$11,840.00
17	Concrete Curb and Gutter 24-Inch	LF	420	\$45.00	\$18,900.00
18	Seal Coat and Minor Crack Filling	SF	88330	\$0.45	\$39,748.50
19	Major Crack Repair	Each	23	\$750.00	\$17,250.00
20	Pavement Marking Crosswalk 6-Inch	LF	140	\$8.00	\$1,120.00
21	Removing Pavement Marking	LF	160	\$5.00	\$800.00
22	Signing and Marking	Each	25	\$200.00	\$5,000.00
23	Inlet Protection	Each	50	\$60.00	\$3,000.00
24	Topsoil and Hydro-Seed	SY	210	\$10.00	\$2,100.00
25	Design	LS	1	\$20,000.00	\$20,000.00
Estimated Construction Costs				Sub-Total	\$168,808.50
				15% E&C	\$25,321.28
				Total	\$194,129.78

Waiting on unit price response from vendor. I took the 2020 quote and inflated to 2026 \$'s.

**CITY OF SHEBOYGAN
RESOLUTION 165-25-26**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 9, 2026.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Shufflebotham Tree Service LLC for the removal of dead trees in Evergreen Park.

WHEREAS, the scourge of the Emerald Ash Borer has created the need for removal of over 436 trees from Evergreen Park in Sheboygan; and

WHEREAS, the Forestry and Parks Division(s) wish to have these trees removed prior to the annual opening of the park to the public in May, 2026; and

WHEREAS, the Department of Public Works issued a Request for Bids #2090-26 advertising for the removal of the trees; and

WHEREAS, this project is being funded in part through a \$25,000.00 Grant from the State of Wisconsin Department of Natural Resources (WDNR); and

WHEREAS, in addition to the base bid amount of 436 trees, there are an additional 131 dead trees to be removed at the option of the City of Sheboygan based upon the availability of funding. The City of Sheboygan has determined that there is funding available for these additional removals; and

WHEREAS, the City of Sheboygan has reviewed the bids and found that the Contractor submitting the low bid has the capability to perform the work in a timely and professional manner.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute the contract with Shufflebotham Tree Service LLC of Plymouth, Wisconsin, in the amount of \$34,000.00 for the removal of a total of 567 dead trees from Evergreen Park.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to draw funds from Acct. No. 101695-531100 (General Fund - Forestry - Contracted Services) in payment of same.

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

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN
AND SHUFFLEBOTHAM TREE SERVICE LLC
FOR THE REMOVAL OF TREES LOCATED WITHIN EVERGREEN PARK IN THE
CITY OF SHEBOYGAN**

This Agreement ("Agreement") is made and entered into effective this ___ day of ___ 2026 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, with principal offices located at 828 Center Ave., Sheboygan, Wisconsin 53081, and Shufflebotham Tree Service LLC, Plymouth WI 53073 ("Contractor").

WITNESSETH:

WHEREAS, the City desires to have removed from Evergreen Park 436 trees, primarily Ash, which are either dead or dying as a result of the Emerald Ash Borer scourge; and

WHEREAS, the City issued Request for Bids # 2090-26 (Exhibit 1) to obtain bids from qualified providers of Tree Removal Services ("Services"); and

WHEREAS, upon review, the City has determined that Contractor's bid is the lowest responsive and responsible bid (Exhibit 2) for the Services; and

WHEREAS, Contractor desires to provide the City with the necessary services under the terms set forth in this Agreement.

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

Article 1. Scope of Services

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the Services as set forth in Exhibit 1, and shall dispose of all materials generated in the provision of Services in a lawful manner (the "Disposal"). Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees for City of Sheboygan projects.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The public park land impacted by the project shall remain open to use by the public with possible short-term closures of certain areas to accommodate the safe removal of the trees.

For the avoidance of doubt, the scope of services to be provided includes:

- Provision of all permits, licensing, insurance and bonding necessary for the project.
- Complete removal and disposal of **436 trees**, including logs and branches with the stumps cut to a level of not more than three inches above ground height. Such trees have or will be marked by the City Forester or otherwise communicated to Contractor.
- The proper handling of all materials generated during the removal process, which may include logs, tops and brush as detailed in the Request for Bids.
- The removal and lawful disposal of all materials. The regulations governing this handling can be found in the Request for Proposals.
- The removal and disposal of various trees on the property including logs, tops and brush and the associated restoration following removal.
- Property restoration of areas disturbed by the Services including filling of ruts or holes, smoothing, grading, etc. Returning the disturbed areas and work sites to substantially similar condition as prior to the work.

Included in the Request for Bids was an alternate for the removal of an additional **131 Trees** in Evergreen Park. The scope of services for these additional trees is identical to those in the Base Bid the City is responsible to decide whether these will be included.

Article 2. Standard of Care

Contractor shall be responsible for completing the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates Timothy Bull, City Forester, as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representative or designee observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) will report that to the Contractor. The City's Representative(s) will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$ 27,000.00 ("Base Bid Amount").for the removal of 436 Trees..

Additionally, the City has chosen to accept the alternate bid for the removal of an additional 131 trees within the Park. The additional cost for this removal will be \$ 7,000.00

The Total Value of this Contract for the removal of 567 trees shall be \$34,000.00("Contract Amount")

Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of invoice receipt. Contractor shall submit an invoice to the City on a monthly basis that is based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Contractor shall be required to file lien waivers (if applicable) from all suppliers and subcontractors with the City prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional or modified services not set forth in Article 1 must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or his/her employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Contractor shall, within ten (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City's Representative. No work may occur on weekends or holidays without prior approval from the City's Representative.

Contractor shall complete the services within 100 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). Due primarily to manufacturer lead time for materials, the City's Representative shall have the authority to consent

to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline **APRIL 30, 2026** or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Article 9. Quality of Materials

All material used shall be cleaned and appropriate for such use. Fill materials shall not include hazardous materials or materials that reasonably could be expected to negatively impact recreational or Maintenance activities at the Property. Equipment used in the performance of Services shall be appropriate for the activities undertaken therewith.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever. Further, the City shall not be responsible to any damage to the work in process or any materials or equipment associated with the work.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.

- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

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

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City, including its officials, agents, and employees, harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-

contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance - Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance - Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

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

The proof of insurance must contain an original signature.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

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

Article 19. Waiver

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

Article 20. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment

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

Article 22. Third Party Rights

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

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 23. Governing Law and Venue

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

Article 24. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 11.1.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. § 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

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

City:

Contractor:

City Clerk	Mr. Andy Shufflebotham
City of Sheboygan	Shufflebotham Tree Service LLC
828 Center Ave.	N6780 W Karpathy Lane
Sheboygan, Wisconsin 53081	Plymouth, WI 53073

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

Article 27. Intent to be Bound

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

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

1. This Agreement and its Attachments and Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

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

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed-directly or indirectly-by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to

this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.

3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
6. **Intent of Contract Documents.**
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

Article 33. Incorporation of Required Clauses and Conditions

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

Article 34: Exhibits

The following Exhibits are attached hereto and made part of this agreement:

- Exhibit # 1 Request for Bids # 2090-26
- Exhibit # 2 Attachment to Request for Bids
- Exhibit # 2 Bid submission by Contractor including Bid Security
- Exhibit # 3 Performance and Payment Bonds

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

CITY OF SHEBOYGAN

SHUFFLEBOTHAM TREE SERVICE LLC

By: _____
Ryan Sorenson, Mayor

By: _____
Andrew Shufflebotham, Owner

ATTEST

By: _____
Meredith DeBruin, City Clerk

By: _____

Date: _____

Date: _____



CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
PARKS AND FORESTRY DIVISION
REQUEST FOR BIDS 2090-26
EVERGREEN PARK
TREE REMOVAL

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INVITATION FOR BIDS #2090-26
EVERGREEN PARK TREE REMOVAL**

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CITY OF SHEBOYGAN
INVITATION FOR BIDS # 2090-26
Evergreen Park Tree Removal

The City of Sheboygan is soliciting sealed bids for the removal of City-owned trees located in Evergreen Park in the City of Sheboygan.

This project is funded through an Urban Forestry Grant by the State of Wisconsin, Department of Natural Resources.

Interested vendors may obtain an electronic version of the documents, in pdf format at no cost by contacting the purchasing office at (920) 459-3469 or via e-mail at bernard.rammer@sheboyganwi.gov.

The work associated with this contract is generally described as follows:

Perform all work associated with the complete removal of trees at specified locations. The work shall include necessary advance notification of work to the City Forester. No work can occur on weekends, holidays without specific permission of the City Forester. Contractor will provide all labor, machinery, equipment to safely and skillfully remove the trees and dispose of all materials from the removal in a lawful manner. Further, the Contractor shall cut the stumps to a height of approximately 3" above grade.

Bid Security, in the form of a Certified Check, cashiers' check or Bid Bond in an amount equal to 5% of the bid amount shall accompany each bid and a performance and payment bond equivalent to 100% of the Bid price shall be required. A photocopy of the bid bond or certified check is to be included in the electronic bid submission.

Bidders are advised to survey the specific trees to be removed to determine clearances from structures, overhead utilities, and other obstacles and provide a plan for removal of the trees in a safe manner.

The utmost care is to be used when working in the park with heavy equipment. The Contractor will be expected to utilize all means of protection necessary to avoid damage to the turf including the use of plywood or other protective matting under the wheels of equipment.

In addition, bidders shall have on file a Bidders Proof of Responsibility with the City Engineer **no less than five days prior to the bid due date** a copy of which is included with the bid documents.

Bids, with bidder name and title of the project "Evergreen Park Tree Removal" in the subject line must be received no later than 1:00 PM local time on February 5, 2026 via email to: Bernard.rammer@sheboyganwi.gov

Bids received after the specified time and date shall not be opened. Bids received from bidders without a Bidders proof of Responsibility on file and approved by the City shall not be considered. All bids received shall remain in effect for not less than 60 days beyond the bid due date.

The City of Sheboygan reserves the right to reject any bids received, cancel this solicitation, waive any informality associated with the bid process and award the bid deemed most advantageous to the City of Sheboygan.

City of Sheboygan Bernard R. Rammer, Purchasing Agent

1.0 BACKGROUND

The City of Sheboygan has been severely impacted by the invasion of the Emerald Ash Borer (EAB). While the City has a full time Forestry Division, there is a need for assistance from the private sector to deal with the sheer quantity of trees to be removed.

It is important to note that all of Sheboygan County is within an Emerald Ash Borer (EAB) non-attainment zone and as such Contractors should familiarize themselves with regulations regarding the export of wood harvested under this contract.

Evergreen Park is owned and operated by the City of Sheboygan and the City is seeking assistance for removal of trees located within the Park.

The resulting stumps from these tree removals will not be ground out and removed by this contract.

1.1 GENERAL

The work entailed under the base bid consists of the removal and disposal of **(436)** Four-Hundred Thirty-Six dead trees which are 99% Ash. All of the trees are clearly identified with a line of pink paint near the base. The trees are dead so branches are generally brittle in nature and easily broken. Grinding of the stumps is not part of this project.

An alternate bid for the removal of (131) One Hundred Thirty-one dead trees will be accepted at the discretion of the City.

The City expects to award one contract for the removal of trees under the base bid and has the option to include or exclude the alternate bid.

1.2 PERMITS

The contractor shall be required to obtain all applicable City permits and pay for Permit fees prior to beginning work.

Note: The City of Sheboygan does not waive Permit Fees inter-departmentally, as is the case in numerous other communities. Therefore, the bid submitted must contain all of the fees associated with the permits necessary to complete the work in accordance with Department of Public Works Policies and regulations.

1.3 BIDDER'S PROOF OF RESPONSIBILITY-REQUIRED

Each bidder shall be required to furnish or have on file a valid Bidder's Proof of Responsibility form with the Engineering Division, Department of Public Works, City of Sheboygan, not less than five (5) days prior to the time of opening of these bids. Forms for filing of such Proof of Responsibility are enclosed with the bid documents for use by all interested bidders. Said form shall fully demonstrate the bidder's

financial ability, equipment, and organization, prior experience or competency to perform the work contemplated and other pertinent and material facts. Item 17.

1.4 AWARD OF CONTRACT/REJECTION OF BIDS

- A. The City of Sheboygan will select a single responsible contractor submitting the lowest cost for the base bid including or excluding alternate bid on the "Bidder's Proposal Form."
- B. The City reserves the right to consider as unqualified any bidder that does not habitually perform, with his own forces, the major portions of the electrical work under this contract and/or has performed unacceptable or substandard work for the City under previous City Contracts.
- C. The Contract will be in the form of a City Purchase Order and City of Sheboygan contract referencing the terms and conditions of the bid documents.
- D. The City of Sheboygan reserves the right to reject any bids, cancel this solicitation, waive any informality with the bid process and award the bid deemed to be in the best interest of the City of Sheboygan.

1.5 BONDING

A. No bid will be considered unless it is accompanied by a Bid Guaranty. At the option of the bidder, the guaranty may be a certified check, bank draft or bid Bond, which shall not be less than five (5%) percent of the amount of the bid. Certified check or bank draft shall be made payable to the "City of Sheboygan." Cash deposits will not be accepted. The Bid Guaranty shall insure the acceptance of the Contract and the furnishing of insurance coverage. If the successful bidder fails to follow through to the execution of a contract mutually agreeable to both parties the bond will be forfeited. Bidders should include a copy of the bonding in their electronic submittal.

Bid Security submitted in the form of a Certified Check or bank draft of which an electronic copy is to be included with the bid submittal. Should the bid be chosen to progress to the contracting stage, the bidder will be asked to submit their actual check.

B. PERFORMANCE AND PAYMENT BOND

Shall be in a sum not less than 100% of the amount of the base bid contract as awarded as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment or services of any nature, including utility and transportation services, employed or used by him in performing this contract work.

The failure of the successful bidder to supply the required Security Bond within ten (10) days after receipt of contract award or within such extended period as the Purchasing Agent may grant, based upon reasons determined sufficient, the Purchasing Agent may either award the contract to the next lowest responsible bidder or reject all bids and re-advertise for bids.

C. CONTRACTOR INSURANCE COVERAGE

Item 17.

The successful bidder shall not commence work under this contract until he has obtained all insurance required under this paragraph, nor shall the successful bidder allow any subcontractor to commence work on his subcontract until all similar proof of insurance required of the subcontractor has been obtained.

Prior to the Commencement of work, the successful bidder shall furnish the Purchasing Agent with satisfactory proof of insurance for the risks below in the form of a certificate having a **separate endorsement** document naming the City of Sheboygan as additionally insured.

PLEASE SEE ATTACHMENT REGARDING INSURANCE AND BONDING

1.6 INDEMNIFICATION

The contractor agrees to save and keep the City of Sheboygan including its Officials, Agents, and Employees, free and harmless from all liability, including but not limited to losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this contract, except as to the negligence of the City of Sheboygan or its employees as to which this Hold Harmless and indemnity Agreement, shall not apply. The contractor shall indemnify the City of Sheboygan for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the City of Sheboygan, its Officials, Agents or Employees or paid for on behalf of the City of Sheboygan, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan as this Hold Harmless and Indemnity Agreement.

The contractor shall further hold harmless the City of Sheboygan, its Officials, Agents and Employees from liability or claims for any injuries to or death of the contractor's employees or subcontractor's employees, arising out of or in any way connected with the work or work to be performed under this contract, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor and the contractor shall indemnify the City of Sheboygan for any costs, expenses, judgments and attorney's fees with respect to any above referenced workers' compensation claim incurred or paid by the City of Sheboygan or paid on its behalf or behalf of its Officials, Agents or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

1.7 SAFETY REQUIREMENTS

The contractor shall be responsible for furnishing, erecting, and maintaining suitable Barricades, warning signs, flashers, fencing, tape barriers etc. to properly protect and safe-guard his personnel and the public during all phases of this contract.

The Contractor is to provide competent, suitably qualified personnel to perform the work Contractor is to ensure and maintain good discipline and order at the work site at all times.

1.8 PROTECTION OF EXISTING FACILITIES

The Contractor shall exercise extreme care when performing the duties under this contract. The protection of the turf is tantamount when utilizing heavier equipment off of the pavement. In addition, great care must be exercised to protect facilities structures, lighting, etc.

Careful coordination in advance of performing the work in concert with the City Forester will assure that proper planning is achieved to avoid conflicts with use of the Park Facilities by the General Public.

1.9 SITE INSPECTION-Recommended

The park is closed for the Winter. The City will offer the ability to enter the park and inspect the trees on the following dates and times. Bidders can inspect the park on one or both of these dates.

These will be your only opportunity(s) to inspect the park with your vehicle.

Thursday January 22, 2026 1:00pm to 3:00 pm

Tuesday January 27, 2026 10:00am to 12:00 pm

1.10 ANTICIPATED PROJECT SCHEDULE

Bids Issued: January 14, 2026

Bidder's Proof of Responsibility Due: January 30, 2026

Bids Due: February 5th 2026 1:00 PM

Contract Award: As soon as possible following approvals

Contract Completion: On or before April 30, 2026 or mutually agreed upon alternate date.

1.11 LIQUIDATED DAMAGES

Should the contractor fail to complete the work by the dates listed **or by an alternate date mutually agreeable to both parties at time of contract**, or within such extra time as may have been allowed by extension, there shall be deducted from any monies due or that may become due the contractor, for each and every calendar day that the work remains uncompleted, a sum of \$ 100 per calendar day

This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the City from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting the contractor to continue and finish the work or any part of same after the time fixed for completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of Sheboygan of any of its rights under the contract. Item 17.

1.12 BASIS OF PAYMENT

The work included in the **base bid** and any alternates as specified, will be paid to contractor in increments mutually agreed upon by both parties at time of contract signing based in some fashion upon the percentage of work completed.

1.13 Work Hours

All work at the jobsite or adjacent thereto shall be performed during regular working hours between 7:00 AM and 7:00 PM Monday through Friday. Contractor will not work on Saturday, Sunday or Legal Holidays without the express permission of the City Forester.

1.14 Wage Rates

Not Required.

1.15 PLANNING OF WORK

The Contractor will need to plan the work in advance of mobilization. This step is crucial to assure that all impacted or potentially impacted parties receive advance notice. The planning shall occur not less than 7 days prior to work.

1.16 TREE REMOVAL

Contractor will utilize equipment such as man lifts or bucket trucks to access the upper branches of the canopy and safely remove the branches to prepare the tree for removal.

Branches may be chipped on-site. Chips created may not be blown into adjacent wooded areas but can be placed in temporary holding spaces that are available in the park but ultimately will need to be hauled away.

The Contractor will then remove the trunk of the tree beginning with the uppermost large limbs and continuing down to ground level. Trunks shall be removed in small enough pieces to allow them to be safely placed at ground level and avoid potential damage to turf.

These are all dead trees so branches will be brittle and easily broken. Broken branches less than 1.5" in diameter can be left in wooded areas that do not contain mowed grass as long as the branches are laying completely on the ground and not sticking up higher than 12" from the ground. All branches that are cleaned up from maintained grass spaces and roads/trails shall not be dumped into wooded areas.

The trunk of the tree shall be removed down to a level of approximately 3 inches off of grade.

It is expected that all ruts that are created in maintained grass areas 2" or deeper are to be fixed by either smoothing out or added topsoil and grass seed to restore them to normal condition.

All logs, limbs, leaves, wood chips, and cord wood resulting from the removal of the trees is the property of the Contractor and except for the exceptions above, shall be removed from the area and disposed of

in a lawful manner with consideration as to the transportation limitations regarding the Emerald Ash Borer. Item 17.

Best practices are to be used in the handling of ash tree materials known to have been infested with the Emerald Ash Borer

1.17 RESTORATION

Wood chips, leaves, small twigs etc. is to be promptly raked up/swept up from the mowed grass areas.

Holes and depressions are to be filled with screened topsoil free from stones, clay, clumps and foreign matter.

Soil placed into the damaged turf is to be compacted to guard against depressions from settling in the future with the top raked to assure it is level with the surrounding lawn

The patch is to be seeded with good quality grass seed free from excess weeds.

A top coat of mulch or straw is to be applied to assure good moisture retention and help seed germination and grass growth.

Should weather conditions not be conducive to assurance of seed germination, the contractor will agree upon a future seed application acceptable to both the City and the Contractor.

1.18 FINAL CLEANUP/INSPECTION

Before leaving the work area the Contractor will assure that all materials created during the work have been removed and cleaned up and that the area is left in a condition similar to when the contractor mobilized on-site. The City retains the right to have the area inspected by the City Forester to assure that all work has been satisfactorily completed.

3.0 ATTACHMENTS

The following attachments are included and made part of this request for bids.

Attachment 1: Bidders Proof of Responsibility Form

Attachment 2: Insurance and Bonding Requirements

Attachment 3: Bid Submission Form

Attachment 4: Tree Location /Size Inventory

STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals/Contracts)
City of Sheboygan Purchasing

APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of Sheboygan acquires goods or services, or both.

ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. City of Sheboygan shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation

QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. City will reject shipments sent C.O.D. or freight collect.

PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

CONFLICT OF INTEREST Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any city official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

ACCEPTANCE-REJECTION: City of Sheboygan reserves the right to accept or reject any or all bids, to waive any Technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for 60 days after the date of submission to the City.

BID SUBMISSION: Bids **MUST** be dated and time stamped by the Sheboygan City Purchasing Agent's Office on or before the date that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing agent is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Sheboygan City Purchasing Division.

PAYMENT TERMS AND INVOICING: Unless otherwise agreed, City of Sheboygan County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by City while any such default or breach shall exist shall in no way impair or prejudice the right of City with respect to recovery of damages or other remedy as a result of such breach or default.

TAXES: The City and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax-exempt number to the City of Sheboygan.

The City is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The City is exempt from Wisconsin sales or use tax on these purchases. The City may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of the City of Sheboygan.

NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 46 of the Sheboygan County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

FAILURE TO COMPLY with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by the City of Sheboygan County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with City of Sheboygan Ordinances., and the provisions of this Agreement.

ADA: Americans with Disabilities Act: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

INSURANCE RESPONSIBILITY: The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend City, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which City, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the City, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of City, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

City shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish City with a certificate of insurance listing City as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish City, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the City with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or City may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against City upon any matter herein indemnified against, City shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

The City reserves the right to require higher or lower insurance limits where City deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

CANCELLATION: City reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve City of its responsibility to pay for services or goods provided or furnished to City prior to the effective date of termination.

PUBLIC RECORDS ACCESS: It is the intention of the City to maintain an open and public process in the

solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Sheboygan City Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., City will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester’s right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, City shall be obligated to and will release the records.

Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the City.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

PROMOTIONAL ADVERTISING: Reference to or use of The City of Sheboygan, any of its departments or sub-units, or any city official or employee for commercial promotion is prohibited without express written consent of the city.

ANTITRUST ASSIGNMENT: The vendor and the City of Sheboygan recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the City of Sheboygan (purchaser). Therefore, the successful vendor hereby assigns to the City of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

RECORDKEEPING AND RECORD RETENTIONPUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale when applicable and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor’s costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The City contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

COMPLIANCE WITH FAIR LABOR STANDARDS.
During the term of this Agreement, PROVIDER shall report to the City Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER’S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the City may take such action.

ATTACHMENT 3

BIDS Due: February 5, 2026 1:00 PM

**CITY OF SHEBOYGAN
Bid # 2090-26
Evergreen Park Tree Removal
BID Submission Form**

TO: City of Sheboygan

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the removal of specific city-owned trees in the City of Sheboygan and as such wish to enter a lump sum, all-inclusive bid for the project as stated below:

Base Bid

For the complete removal and disposal of 436 trees (marked pink) included in the specifications. The cost below includes all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, tools, and equipment, labor, travel, lodging, man lifts, protective equipment, public notices, traffic control or other safety devices, removal of all surplus materials from the site, disposal of all materials in a lawful manner, and final restoration and cleanup as specified, we wish to enter an ALL INCLUSIVE bid price of:

Base Bid \$ _____

As surety, we also are enclosing a bid bond or Cashier's check in the amount of \$ _____ which represents not less than 5% of the total BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

Alternate Bid-To be awarded at the discretion of the City

For the complete removal and disposal of 131 trees (marked yellow) included in the specifications. The cost below includes all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, tools, and equipment, labor, travel, lodging, man lifts, protective equipment, public notices, traffic control or other safety devices, removal of all surplus materials from the site, disposal of all materials in a lawful manner, and final restoration and cleanup as specified, we wish to enter an ALL INCLUSIVE bid price of:

Alternate Bid \$ _____

SUBCONTRACTORS

It is our intent to sub- contract with the following firms for provision of goods and services as detailed below

Company Name	City	Trade or Division of work

Finally, should we be awarded the contract, we would mobilize within _____ Days of contract signing, work continuously once on site and complete the project in its entirety no later than _____, 2026 or the final Due Date of April 30, 2026 as called out in the bid documents.

Company Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Name _____ Title _____

Signed _____ Date _____

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE
REQUIREMENTS**

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Sheboygan

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary and non-contributing coverage and that any insurance or self- insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. COMMERCIAL GENERAL LIABILITY COVERAGE

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) ”if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY-as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
 - A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
 - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
 - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
 - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
 - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
 - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
 - G. Coverage must be included for Testing and Start up.
 - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
 - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
 - J. The policy must cover/allow Partial Utilization by owner.
 - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - L. Contractor will be responsible for all deductibles and coinsurance penalties.
8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by

the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.

9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.

- A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

10. **BOND REQUIREMENTS**

- A. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
- B. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- C. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work City Of Sheboygan, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation or Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Sheboygan, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the contractor's policy must be declared to the City of Sheboygan and satisfied by the contractor.
- F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Sheboygan a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure

must also be provided or its equivalent on the Commercial General Liability coverage.

- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Sheboygan, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

ATTACHMENT #4 SPECIFIC TREE INFORMATION AND LOCATIONS

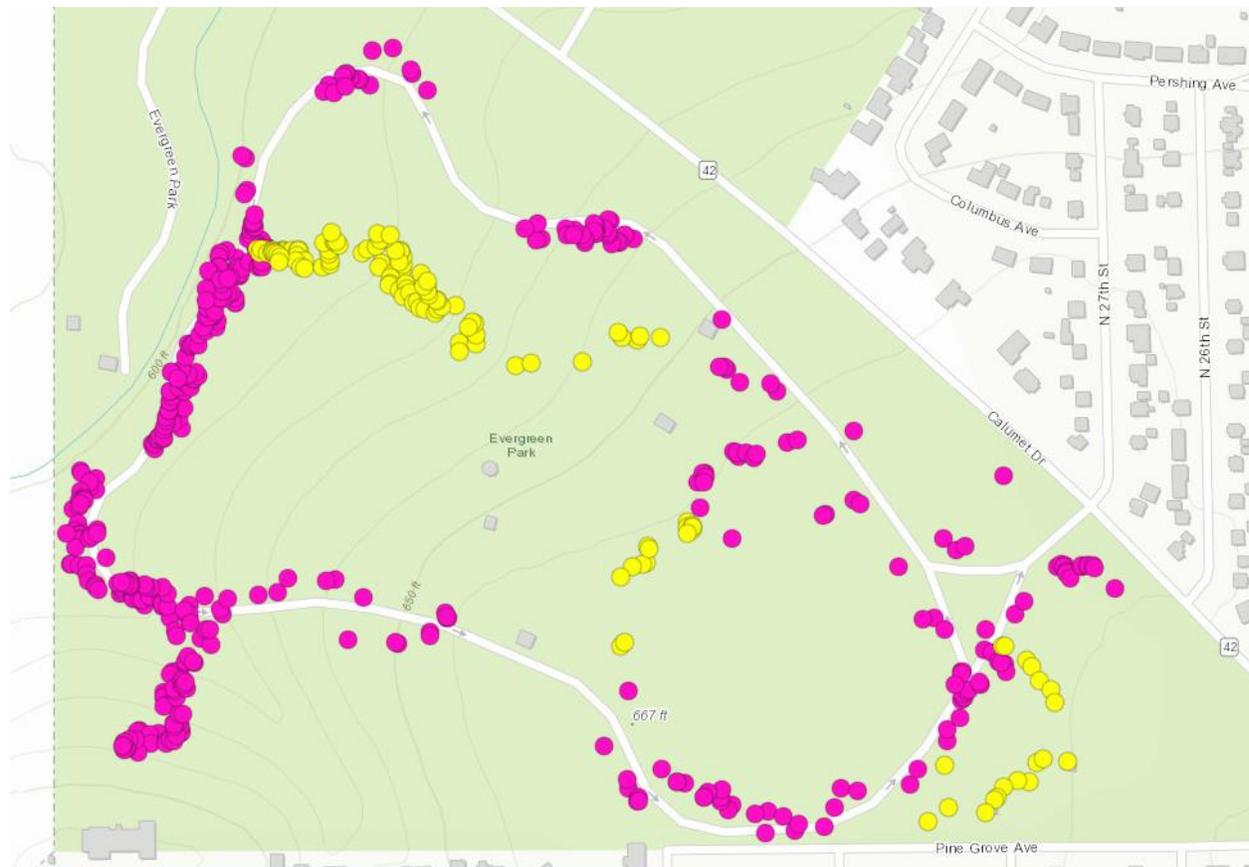
Important: The park has a coded gate at the entrance contact the City Forester for access.

Base Bid:

- 436 dead trees (99% ash) All these trees have the potential to hit a paved road
- Pink on the map and painted pink
- Diameter ranges
 - 261 are 2" to 8" DBH
 - 151 are 9" to 19" DBH
 - 23 are 19" to 36" DBH
 - 1 is over 36" DBH

Alternate Bid:

- 131 dead trees (99% ash) All these trees have the potential to hit drivable trails
- Yellow on the map and painted yellow
- Diameter ranges
 - 51 are 2" to 8" DBH
 - 74 are 9" to 19" DBH
 - 6 are 19" to 36" DBH



ATTACHMENT 3

BIDS Due: February 5, 2026 1:00 PM

CITY OF SHEBOYGAN
Bid # 2090-26
Evergreen Park Tree Removal
BID Submission Form

TO: City of Sheboygan

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the removal of specific city-owned trees in the City of Sheboygan and as such wish to enter a lump sum, all-inclusive bid for the project as stated below:

Base Bid

For the complete removal and disposal of 436 trees (marked pink) included in the specifications. The cost below includes all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, tools, and equipment, labor, travel, lodging, man lifts, protective equipment, public notices, traffic control or other safety devices, removal of all surplus materials from the site, disposal of all materials in a lawful manner, and final restoration and cleanup as specified, we wish to enter an ALL INCLUSIVE bid price of:

Base Bid \$ 127,000

As surety, we also are enclosing a bid bond or Cashier's check in the amount of \$ _____ which represents not less than 5% of the total BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

Alternate Bid-To be awarded at the discretion of the City

For the complete removal and disposal of 131 trees (marked yellow) included in the specifications. The cost below includes all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, tools, and equipment, labor, travel, lodging, man lifts, protective equipment, public notices, traffic control or other safety devices, removal of all surplus materials from the site, disposal of all materials in a lawful manner, and final restoration and cleanup as specified, we wish to enter an ALL INCLUSIVE bid price of:

Alternate Bid \$ 7,000

SUBCONTRACTORS

It is our intent to sub- contract with the following firms for provision of goods and services as detailed below

Company Name	City	Trade or Division of work
N/A		

Finally, should we be awarded the contract, we would mobilize within 20 Days of contract signing, work continuously once on site and complete the project in its entirety no later than 4-30-26 2026 or the final Due Date of April 30, 2026 as called out in the bid documents.

Company Name Shuffelbotham Tree Service LLC

Address N6780 W KARPATY ^{LN} City PLYMOUTH State WI Zip 53073

Phone 920-627-3849 Fax _____ Email ashuffly@gmail.com

Name Andrew Shuffelbotham Title OWNER

Signed  Date _____

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE
REQUIREMENTS**

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Sheboygan

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary and non-contributing coverage and that any insurance or self- insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. COMMERCIAL GENERAL LIABILITY COVERAGE

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) ”if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY-as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

- 4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.

- 5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.

- 6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.

- 7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
 - A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
 - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
 - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
 - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
 - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
 - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
 - G. Coverage must be included for Testing and Start up.
 - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
 - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
 - J. The policy must cover/allow Partial Utilization by owner.
 - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - L. Contractor will be responsible for all deductibles and coinsurance penalties.

- 8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by

the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.

9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.

- A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

10. **BOND REQUIREMENTS**

- A. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
- B. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- C. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work City Of Sheboygan, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation or Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Sheboygan, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the contractor's policy must be declared to the City of Sheboygan and satisfied by the contractor.
- F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Sheboygan a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure

must also be provided or its equivalent on the Commercial General Liability coverage.

- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Sheboygan, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

**CITY OF SHEBOYGAN
RESOLUTION 164-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 9, 2026.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Complex Security Solutions for the purchase and installation of upgraded security systems at various city facilities and amend the 2026 budget for the associated costs.

WHEREAS, the City currently utilizes several vendors for key access, security cameras, and monitoring throughout the City-owned facilities; and

WHEREAS, creating a unified security system for the facilities will improve oversight of users, improve safety and security, increase efficiencies in user administration and monitoring, and allow for compliance with retention requirements; and

WHEREAS, implementing the proposed unified security system will support federated access between City of Sheboygan and Sheboygan County law enforcement, EMS, and dispatch staff; and

WHEREAS, the following facilities have been included in the proposal for either card access, security cameras or both: City Hall, Municipal Services Building, Uptown Social, Police Department, select Park Buildings, Wastewater including lift stations, Mead Public Library, Transit and Fire Department; and

WHEREAS, the proposed plan was developed in consultation with the Police Department on historical trends of vandalism; and

WHEREAS, the reseller has provided notice of a 30% price increase on licensing and some hardware beginning March 1, 2026, compared to the current state contract; and

WHEREAS, any unused box sale cameras or licenses quoted will be reimbursed; and

WHEREAS, there are available funds that were unutilized in 2025 budgets that were either set aside for this type of work that were held until a complete review could be done or salary savings in the IT department due to position vacancies.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Complex Security Solutions for the purchase and installation of upgraded security systems.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make the following amendment to the 2026 budget to pay for the associated costs with this contract as follows:

INCREASE:

IT Fund – IT – IT Equipment (Acct. No. 713170-652200)	\$449,320
IT Fund – Fund Equity Applied (Acct. No. 713-493000)	\$184,320
IT Fund – Interfund Transfers In (Acct. No. 713-492000)	\$265,000
General Fund – Interfund Transfers Out (Acct. No. 101999-811100)	\$ 25,000
General Fund – Fund Equity Applied (Acct. No. 101-493000)	\$ 25,000
Capital Fund – Interfund Transfers Out (Acct. No. 400100-811100)	\$240,000
Capital Fund – Fund Equity Applied (Acct. No. 400-493000)	\$240,000

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



Proposal #	1077931601
DATE	02/04/2026

CUSTOMER
City Of Sheboygan Ryan Sorenson ryan.sorenson@sheboyganwi.gov

SERVICE LOCATION

DESCRIPTION
<p>Based on the provided Bill of Materials (BOM) description, here is a draft Statement of Work (SOW) that outlines the general scope and required components for the projects.</p> <p>Since this BOM appears to cover multiple separate projects (City Hall, Police Department, MSB, etc.), the SOW is structured to be a master document covering all of them</p> <p>*Unused Licenses to be reimbursed</p> <p>Statement of Work (SOW) - Access Control and Security System Upgrades</p> <p>1. Introduction and Project Goal</p> <p>The primary goal of this project is to upgrade and convert existing security and access control systems across various municipal sites, replacing legacy systems (where applicable) with new AXIS Communications and Genetec-based solutions. This SOW covers the required labor, materials, and configuration necessary to install, convert, and commission a complete, functioning system for each specified location.</p> <p>2. Scope of Work (SOW)</p> <p>The contractor shall provide all necessary labor, equipment, and expertise to complete the following tasks for each location listed in the Bill of Materials:</p> <p>2.1 System Conversion and Licensing</p> <p>Perform the necessary system conversion and migration tasks for the Genetec platform.</p> <p>Install, activate, and configure all required Genetec Licensing.</p> <p>2.2 Access Control System Installation and Conversion</p> <p>Conversion: Convert existing door access points to the new access control system architecture, specifically utilizing AXIS Controllers.</p> <p>New Door Installation: For specified locations (e.g., City Hall, Stations 1-5), install and commission access control hardware for new door locations.</p> <p>Controller Installation: Install and wire AXIS Controllers and associated AXIS Board Power/Enclosures</p>

designated points.

Door Hardware Installation: Install, configure, and wire the following components at each door:

Readers (Card Access/Proximity)

Strikes (Electronic door locking mechanisms)

Contacts (Door position switches)

REX (Request to Exit devices)

Power and Connectivity: Install all necessary Cable, Batteries, and associated Misc wiring and connectivity components to ensure system functionality and backup power.

2.3 Video Surveillance System Installation

Install, mount, and configure new AXIS Sale Cams (or other specified Cameras / Box Sale Cams) at designated locations.

Install all required camera Mounts.

Connect cameras to the network and configure them within the security management system.

2.4 Integration and Configuration

Configure I/O Relay devices where specified (e.g., Waste Water 3 Doors Conversion).

Configure all installed AXIS Controllers, Readers, and cameras within the Genetec security management platform.

Test and verify full functionality of all access control and video surveillance components, including card access, REX, door contacts, and video recording/playback.

3. Required Materials (Bill of Materials Components)

The following materials, or their approved equivalents, are required to complete the scope of work:

Genetec Conversion - Licensing

AXIS Controllers

AXIS Board Power/Enclosure

AXIS Sale Cams / Box Sale Cams / Cameras

Readers for - 1 Keypad Reader Per Each Building

Strikes

Contacts

REX (Request to Exit devices)

I/O Relay (where specified)

Cable

Batteries

Estimate

Description	Qty	Rate	Tax	Total
Genetec Conversion - Licensing, Fobs (Includes Library Licenses)				\$152,625.83
GSC-5.13				
GSC-Om-E-1C				
GSC-Sy-E-1R				
GSC-1AP-DMP - For DMP Integration into Genetec				
ADV-CAM-E-5Y				
ADV-RDR-E-5Y				
HID 5266PNNN Seos 8K Key Fob				
Federation License GSC-1SCFED				
Genetec Conversion - Programming				\$30,000.00
Programming-System and/or devices				
City Hall 19 Doors Conversion, 1 New Door Install - AXIS Controllers, Strike, Readers, Contacts, REX, AXIS Board Power/Enclosure, Cable, Batteries, Misc				\$35,874.48
SY-A1610G-AMER				
HES 5200				
HID 20NKS-00-000000 Signo 20 Mullion Reader				
HID 40NKS-00-000000 40NKS Signo 40 Wall Mount Reader				
Door Contacts Magnet				
REX Request to Exit Grey DS-DS160				
Altronix T3AXK77F16S 16-Door Altronix/Axis Access and Power Integration Kit				
RWC Composite CAC - 1'				
NP7-12 12V 7AH battery				

Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
MSB 13 Doors Conversion - 2 Box Sale Cams - AXIS Controllers, Readers, AXIS Board Power/Enclosure, Batteries, Cameras, Misc	\$18,582.76
SY-A1610G-AMER	
HID 40NKS-00-000000 40NKS Signo 40 Wall Mount Reader	
HID 20NKS-00-000000 Signo 20 Mullion Reader	
Altronix T3AXK77F16S 16-Door Altronix/Axis Access and Power Integration Kit	
NP7-12 12V 7AH battery	
AXIS M3125-LVE Network Camera	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Police Department 25 Doors Conversion - AXIS Controllers, Readers, AXIS Board Power/Enclosure, Batteries, Misc	\$34,549.59
SY-A1610G-AMER	
HID 40NKS-00-000000 40NKS Signo 40 Wall Mount Reader	
Altronix T3AXK77F16S 16-Door Altronix/Axis Access and Power Integration Kit	
NP7-12 12V 7AH battery	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Stations 1-5 Exterior door only New Card Access - AXIS Controllers, Strike, Readers, Contacts, REX, AXIS Board Power/Enclosure, Cable, Batteries, Misc	\$19,799.55
SY-A1210G-AMER	
HES 5200	
HID 20NKS-00-000000 Signo 20 Mullion Reader	

Door Contacts Magnet	
REX Request to Exit Grey DS-DS160	
Altronix T1AXK3F2S 2-Door Altronix/Axis Access and Power Integration Kit	
NP7-12 12V 7AH battery	
RWC Composite CAC - 1'	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Transit Depot + Building, 7 Doors Conversion - AXIS Controllers, Readers, AXIS Board Power/Enclosure, Batteries, Misc	\$19,049.82
SY-A1610G-AMER	
HID 40NKS-00-000000 40NKS Signo 40 Wall Mount Reader	
Altronix T2AXK7F8SD AXIS Communications Access and Power Integration Kit	
NP7-12 12V 7AH battery	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Waste Water 3 Doors Conversion - AXIS Controllers, I/O Relay, AXIS Board Power/Enclosure, Batteries, Misc	\$11,230.90
SY-A1610G-AMER	
AXIS A9188 Network I/O Relay Module	
Altronix T2AXK7F8SD AXIS Communications Access and Power Integration Kit	
NP7-12 12V 7AH battery	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Kiwanis Park 2 New Doors, 2 Box Sale Cams - AXIS Controllers, Strike, Readers, Contacts, REX, AXIS Board Power/Enclosure, Cable, Batteries, Cams, Misc	\$8,007.85
SY-A1610G-B-AMER	

HES 9400-630

HID 20NKS-00-000000 Signo 20 Mullion Reader

Door Contacts Magnet

REX Request to Exit Grey DS-DS160

Altronix T1AXK3F2S 2-Door Altronix/Axis Access and Power Integration Kit

RWC Composite CAC - 1'

NP7-12 12V 7AH battery

AXIS M4327-P Network Camera

AXIS M3125-LVE Network Camera

Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts

Service Technician Installation

Indiana Pump 1 New Door, 2 Box Sale Cams - \$7,579.83
AXIS Controllers, Strike, Readers, Contacts, REX, AXIS Board Power/Enclosure, Cable, Batteries, Cams, Mounts, Misc

SY-A1210G-B-AMER

HES 5200

HID 20NKS-00-000000 Signo 20 Mullion Reader

Door Contacts Magnet

REX Request to Exit Grey DS-DS160

Altronix T1AXK3F2S 2-Door Altronix/Axis Access and Power Integration Kit

RWC Composite CAC - 1'

NP7-12 12V 7AH battery

AXIS P3735-PLE Panoramic Camera

AXIS T94N01D Pendant Kit

AXIS T91D61 Wall Mount 1.5in NPS, AXIS

AXIS T91A64 Corner Bracket

Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts

Service Technician Installation

North Pump 2 New Doors, 3 Box Sale Cams - \$7,682.8 96

**AXIS Controllers, Strike, Readers, Contacts,
REX, AXIS Board Power/Enclosure, Cable,
Batteries, Cams, Mounts, Misc**

SY-A1610G-B-AMER

HES 5200

**HID 20NKS-00-000000 Signo 20 Mullion
Reader**

Door Contacts Magnet

REX Request to Exit Grey DS-DS160

**Altronix T1AXK3F2S 2-Door Altronix/Axis
Access and Power Integration Kit**

RWC Composite CAC - 1'

NP7-12 12V 7AH battery

AXIS M3125-LVE Network Camera

AXIS P3735-PLE Panoramic Camera

AXIS T94N01D Pendant Kit

AXIS T91D61 Wall Mount 1.5in NPS, AXIS

AXIS T91A64 Corner Bracket

**Miscellaneous Parts Including Conduit, Wire,
Junction Boxes, Door Contacts**

Service Technician Installation

**Kentucky Pump 1 New Door, 2 Box Sale
Cameras - AXIS Controllers, Strike, Readers,
Contacts, REX, AXIS Board Power/Enclosure,
Cable, Batteries, Cams, Mounts, Misc**

\$7,979.83

SY-A1210G-B-AMER

HES 9600-12/24-630-LBM

**HID 20NKS-00-000000 Signo 20 Mullion
Reader**

Door Contacts Magnet

REX Request to Exit Grey DS-DS160

**Altronix T1AXK3F2S 2-Door Altronix/Axis
Access and Power Integration Kit**

RWC Composite CAC - 1'

NP7-12 12V 7AH battery

AXIS P3735-PLE Panoramic Camera

AXIS T94N01D Pendant Kit

AXIS T91D61 Wall Mount 1.5in NPS, AXIS

AXIS T91A64 Corner Bracket

**Miscellaneous Parts Including Conduit, Wire,
Junction Boxes, Door Contacts**

Service Technician Installation

**Lakeview 2 New Doors, 4 Box Sale Cams -
AXIS Controllers, Strike, Readers, Contacts,
REX, AXIS Board Power/Enclosure, Cable,
Batteries, Cams, Misc**

\$7,449.83

SY-A1210G-B-AMER

HES 5200

**HID 20NKS-00-000000 Signo 20 Mullion
Reader**

Door Contacts Magnet

REX Request to Exit Grey DS-DS160

**Altronix T1AXK3F2S 2-Door Altronix/Axis
Access and Power Integration Kit**

RWC Composite CAC - 1'

NP7-12 12V 7AH battery

AXIS M3125-LVE Network Camera

**Miscellaneous Parts Including Conduit, Wire,
Junction Boxes, Door Contacts**

Service Technician Installation

**King Park 2 New Doors, 5 Box Sale Cams -
AXIS Controllers, Strike, Readers, Contacts,
REX, AXIS Board Power/Enclosure, Cable,
Batteries, Cams, Mounts, Misc**

\$8,100.82

SY-A1210G-B-AMER

HES 5200

**HID 20NKS-00-000000 Signo 20 Mullion
Reader**

HID SIGNO20K KEYPAD

Door Contacts Magnet

REX Request to Exit Grey DS-DS160

Altronix T1AXK3F2S 2-Door Altronix/Axis

Access and Power Integration Kit	
RWC Composite CAC - 1'	
NP7-12 12V 7AH battery	
AXIS M3125-LVE Network Camera	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Box Sale Cameras for MSB, Uptown, and Metro	\$44,994.00
AXIS M3125-LVE Network Camera	
AXIS M4318-PLVE Network Camera	

Proposal Exclusions
<p>We specifically exclude the following from our proposal:</p> <ul style="list-style-type: none"> • Additional components other than stated above • Permits, if necessary • Premium time, holiday time, after hours time, weekend time

Total: \$413,507.92

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

I acknowledge that a 50% down payment is required (for proposals \$5,000.00 or greater) upon acceptance of this proposal.

A service charge of 1.5% per month will be assessed on balances that remain unpaid 30 days beyond the invoice term date.

BY: Ryan Sorenson

DATE: 02/04/2026

1. INSTALLATION TERMS AND CONDITIONS :

1. Complex Security Solutions Inc. ("CSS") agrees to furnish all the materials and labor necessary for the installation of the System in accordance with the specifications as set forth herein, and to complete the installation of the System in a careful workmanlike manner.
2. Customer authorizes and empowers CSS and its designee (whether an employee, agent, or independent contractor) to enter upon the Premises in order to install the System or cause the System to be installed. Customer warrants that it has authority from the owner and/or any other person in control of the Premises to permit the installation of the System under all conditions set forth herein.
3. CSS is hereby authorized to take any preparation such as drilling holes, driving nails, making attachments, or doing other things necessary or pertinent to the installation or service of the System. Customer acknowledges that CSS has no way of knowing whether hidden pipes, wires or other obstructions exist within walls or other concealed spaces, and it is Customer's obligation to make CSS aware of such conditions, failing which, CSS shall have no responsibility for any damage that may be caused.
4. CSS assumes no liability for delay in installation or operation of the System due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrections, acts of God, or any other cause beyond the control of CSS.
5. Customers shall provide, install and maintain all line voltage and conduit necessary for the installation, maintenance, and operation of the System.
6. If the System is to be installed according to plans and specifications for installation provided by Customer, Customer shall pay any and all costs incurred for any additions, changes, or corrections necessitated by inaccuracies, errors, discrepancies, or changes in said plans and specifications.
7. Customer has approved the location of all System Components in CSS's reasonable discretion. Any changes of location, requested by Customer after installation is commenced, will be at Customer's expense.
8. Customer acknowledges and understands that if the audible alarm has an automatic shut-off device and the alarm sounds for any reason, that it is designed to automatically shut-off after sounding for a period of time not to exceed thirty (30) minutes. Customer further acknowledges that unless attempted entry is apparent or unless Customer is notified that the System was activated, Customer will have no way of knowing that the System was activated and automatically shut-off, and that the System, therefore, must be manually restored by Customer. Customer agrees to check the System each day upon opening the Premises in order to determine whether or not the System was activated during the previous operating period.
9. Customer acknowledges it has chosen the system listed on this agreement and that additional protection may be obtained from CSS, over and above that provided herein at an additional cost to customer.
10. Customers understand that the system is sold as a deterrent only and is only part of the total security concept.
11. Customer understands that the system does not include, and the CSS does not provide, any fire or smoke alarm systems. If a customer purchases, installs and maintains at its own expense, its own fire or smoke alarm system, the customer may be able to link said system to the system if the parties expressly agree to such connection in this agreement. CSS shall not be responsible for the installation, maintenance or monitoring of customer's fire or smoke alarm system.

2. LIMITED WARRANTY :

1. Any part of the system installed under this agreement that proves to be defective in material or workmanship within one (1) year of the date of completion of installation will be repaired or replaced at CSS's option with a new or functionally operative part. Materials required to repair or replace such defective components or necessary to make mechanical adjustments to the system will be free of charge for a period of one (1) year following completion of the original installation. Labor required to replace such defective components or necessary to make mechanical adjustments to the system will be free of charge for a period of thirty (30) days following completion of the original installation and shall thereafter be billed to customer at CSS's current rate for labor.
2. The warranty printed above does not apply to the conditions listed below and in the event, customer calls CSS for service under the warranty and upon inspection by CSS it is determined that one of these conditions has led to the interoperability or the apparent interoperability of the system, a charge will be made for the service call of CSS. Should it actually be necessary to make repairs to the system due to one of the "conditions not covered by warranty," customers shall pay a charge for such work at CSS's then applicable rates for labor and material.

3. CONDITIONS NOT COVERED BY WARRANTY :

1. Damage resulting from accident, acts of God, alteration, misuse, tampering, and abuse.
2. Customer alterations to the System.
3. Failure of Customer to properly close or secure door, window, or other point protected by an Intruder System.
4. Failure of Customer to properly follow operating instructions provided by CSS at time of installation, or any time thereafter.
5. Trouble in leased telephone line.
6. Trouble due to interruption of commercial power.
7. The expense of ordinary maintenance and repair of the System due to normal wear and tear.
8. Except as set forth above CSS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the service components and other equipment, its merchantability, or its Fitness for any particular use. CSS does not represent nor warrant that the system may not be compromised or circumvented or that the system will prevent any loss by burglary, holdup, fire, or otherwise or that the system will in all cases, provide the protection for which it is installed.
9. Customer acknowledges that CSS shall not be reliable for consequential damages, that any affirmation of fact or promise made by CSS shall not be deemed to create an express warrant, that customer is not relying on CSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose, and that there are no warranties that extend beyond those on the face of this agreement. Customer has read and understands all of this agreement, including sections below which set forth CSS's maximum liability in the event of loss or damage to customer or a third party.

4. ACCEPTANCE OF INSTALLATION: Any error or omission in the construction or installation of the System must be called to the attention of CSS, in writing, within five (5) days after completion of installation. Upon the expiration of said five (5) days, the installation shall be deemed totally satisfactory to and accepted by the Customer.

5. MONITORING: Except as specifically set forth herein, CSS shall not be obligated to provide service of any type on the System. If Customer wishes CSS to service or monitor the System, such an agreement shall be expressly stated on the front of this Agreement or separately negotiated in writing.

6. GENERAL TERMS AND CONDITIONS:

1. CSS shall not be responsible nor liable for any costs or charges necessitated by changes in the standards and regulations of any regulatory agency after the date of execution of this Agreement.
 2. Except as expressly provided in the limited warranty contained in Section 2 of this Agreement, Customer shall be responsible for and shall pay CSS the costs of any additions, corrections, or changes to the System that may be requested or required after the execution of this Agreement by the Customer or by any regulatory agencies or institutions, including but not limited to, the State Fire Marshal, City Fire and Electrical Department, any insurance companies, the National Fire Protection Association, Underwritings Laboratory, Inc., or any other municipal/regulatory agencies.
 3. CSS shall not be bound by additions, corrections, or changes referred to herein, unless the changes are brought to CSS's attention in writing.
 4. Customer acknowledges that it is Customer's responsibility to bring to the attention of CSS any rules, regulations, standards, or codes that Customer may be aware of and that the System must comply with.
7. **RISK OF LOSS, DAMAGE TO SYSTEM:** Customer acknowledges and agrees that title to the System and all the System Components and equipment herein shall remain property of CSS until such time that Customer pays in full for the System Components and installation of the System. Until the System is paid for in full, Customer shall bear the entire risk of loss thereof, and repairs or reinstallation necessary due to damage to the System, caused by persons or entities other than CSS, shall be at Customer's expense.
8. **DEFAULT:**
1. If Customer defaults in the performance of any of the terms or conditions of this Agreement, CSS may pursue any one or more of the following remedies, which are cumulative and not inclusive.
 1. Recovery from Customer the total unpaid balance of the sum provided for in this Agreement (including, but not limited to fees for the System Components, installation, and monitoring);
 1. Repossess that equipment above described;
 2. Immediately cease work on the installation of the System and terminate the Agreement by giving Customer ten (10) days written notice;
 3. Pursue any remedy at law now or hereafter existing;
 4. In the event of non-payment for monitoring fees as required by this Agreement, CSS's designee (whether employee, agent or independent contractor) shall have the right and access necessary to disconnect or deprogram any System Components or equipment related to monitoring. CSS shall also be entitled to collect monitoring fees up to the disconnection date of the applicable System Components.
 2. In the event of repossession of the equipment and resale thereof, Customer shall be responsible to CSS for any deficiency remaining after applying the proceeds of resale first to all costs of repossession and resale, including but not limited to storage, repair, renovation, alteration, attorney fees, collection costs, commissions, and the to the unpaid amount of the sum agreed to in this Agreement.
9. **CUSTOMER'S PURCHASE ORDER:** It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Customer's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
10. **THIRD-PARTY INDEMNIFICATION:** Customer agrees to and shall indemnify, defend and hold harmless CSS, its employees and agents for and against all claims brought by parties other than the parties of this Agreement. This provision shall apply to all claims regardless of cause including CSS's performance or failure to perform and including defects in products, design, installation, maintenance, operation or non- operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of the CSS, its employees or agents.
11. **ACKNOWLEDGEMENT OF RISKS:** Customer acknowledges the spectrum of inherent risks that arise from non-adherence to prescribed cybersecurity best practices. CSS may propose a comprehensive array of protective strategies, these can include, but are not limited to, the employment of multi-factor authentication protocols to ensure user identity verification, the deployment of advanced firewall technologies to defend the network's periphery, the consistent application of software updates and security patches to mitigate known vulnerabilities, and the facilitation of targeted employee education programs aimed at thwarting phishing schemes and other security threats that exploit user behavior.
12. **ELECTION TO NOT INCORPORATE SECURITY MEASURES:** By electing not to incorporate CSS recommended security measures, the Customer consents to assume an elevated level of risk. This includes but is not limited to, the potential compromise and theft of sensitive data, financial losses attributable to fraudulent activities or service disruptions, and operational challenges, such as system downtime or the erosion of customer confidence.
13. **WAIVER OF LIABILITY:** By signing the agreement, the Customer agrees not to hold CSS liable for any negative outcomes that result from Customer failing to employ security measures as proposed by CSS. This waiver protects CSS from legal claims for damages that could arise from the Customer's decisions.
14. **CUSTOMERS RESPONSIBILITIES:** The Customer accepts the full spectrum of risks and consequences that may result from not taking the recommended cybersecurity actions. This means that if a security breach occurs, the client cannot blame CSS for the resultant damages, as they chose to ignore the precautions advised by the provider.
15. **CSS IS NOT AN INSURER; DAMAGES:**
1. It is understood and agreed that CSS is not an insurer; that insurance, if any, shall be obtained by customer, that payments provided herein are based solely upon the value of the system and are unrelated to the value of customer's property or the property of others located in customer's premises. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages if any, resulting loss to customer because of, among other things:
 1. The uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences that the System is designed to protect or avert;
 2. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
 3. The inability to ascertain what portion, if any of any loss would be proximately caused by CSS's failure to perform or its equipment to operate; and
 4. The nature of the System installed by CSS.
 2. Customer understands and agrees that if CSS should be found liable for loss or damage due from failure of CSS to perform any of the obligations herein, including but not limited to: installation, warranty service, or the failure of the System or equipment in any respect whatsoever, CSS's total maximum liability shall be limited to amounts paid to CSS, and that provisions of this Section shall apply whether loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non- performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of CSS, its agents, assigns, or employees. In the event that the Customer wishes CSS to assume greater liability, Customer has the right to obtain from the CSS a higher limit by paying an additional amount for the increase in liability.

and a rider shall be attached hereto setting forth such higher limit and additional costs, but such additional obligation will in no way be to hold CSS as insurer.

Item 18.

16. **INVALID PROVISION:** If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
17. **RIGHTS AND SUBCONTRACTORS:** Customer acknowledges and agrees that CSS may subcontract any of the work to be performed pursuant to his Agreement, including, but not limited to, installation and monitoring of the System. Customer acknowledges and agrees that this Agreement and particular those Sections relating to disclaimer of warranties, damages and indemnification, inure to the benefit of and are applicable to any subcontractors employed by CSS, in that they bind Customer with respect to said subcontractors with the same force and effect as they bind Customer to CSS.
18. **TAXES:** Customers will pay all taxes, license fees, or fines that may be assessed on the system by governing bodies, and these costs shall be in addition to any charges paid to the CSS for monitoring or any other service.
19. **PERIODIC TESTING:** Customer agrees to completely test the System at least twice a year.
20. **ATTORNEYS FEES:** In the event it shall become necessary for CSS to institute legal proceedings to collect the cost of installation, monitoring or any progress payments as set forth herein, then, in that event, the Customer shall pay CSS, reasonable attorneys' fees and costs of said legal proceedings.
21. **GOVERNING LAW; CHOICE OF FORUM:** The laws of the State of Wisconsin shall govern the interpretation of this Agreement and any disputes arising under it. The parties acknowledge that this contract originated in the State of Wisconsin and the covenants relating thereunder bear a significant relationship to said State. The parties agree that any litigation resulting from disputes arising under this Agreement shall take place in Waukesha County.
22. **NON-SOLICITATION:** Neither party shall knowingly solicit or hire, any of the other party's employees involved in the Services during the term of the Agreement and for a period of six (12) months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.
23. **ENTIRE AGREEMENT; MODIFICATIONS; ALTERATIONS; WAIVER:** This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement; and the parties rely only upon the context of this Agreement in executing it; and have not relied upon any other representations, oral or otherwise, made by the parties, their agents or employees. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
24. **NOTICES:** All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid, to the address as set forth in this Agreement or to any other address provided by the other party from time to time in writing.

BY: Ryan Sorenson

DATE: 02/04/2026



Proposal #	1082075300
DATE	02/04/2026

CUSTOMER
City Of Sheboygan Ryan Sorenson ryan.sorenson@sheboyganwi.gov

SERVICE LOCATION

DESCRIPTION
<p>Scope of Work: PD Camera Replacement Overview This scope outlines the installation and programming of twenty-eight (28) Axis network cameras and their associated mounts. This is a replacement project involving PTZ, Fixed Dome, and Panoramic cameras. Complex Solutions will be responsible for mounting, installation, and programming the devices to ensure full system integration.</p> <p>*Unused Genetec Licenses can be reimbursed</p> <p>Scope of Work Includes</p> <p>1. Camera Installation Complex Solutions will mount and install (28) Axis cameras with specified mounting hardware at designated locations:</p> <p>(7) AXIS M5526-E PTZ Network Cameras</p> <p>Mounted using (7) AXIS TQ5001-E Wall-and-Pole Mounts.</p> <p>(19) AXIS M3126-LVE Network Cameras</p> <p>Mounted using (19) AXIS TP3201 Recessed Mounts.</p> <p>(2) Axis P3818-PVE Network Cameras (Panoramic)</p> <p>Mounted using (2) AXIS TQ3201-E Indoor/Outdoor Recessed Mounts.</p> <p>2. Camera Programming Complex Solutions will perform the following programming tasks:</p> <p>Program each of the 28 cameras with IP addresses and naming conventions.</p> <p>Set Field of View (FOV), focus, and configure motion detection/recording settings per location requirements.</p> <p>Confirm all devices are online, secure, and communicating with the Video Management System (VMS).</p>

3. System Integration

Add all new cameras to the existing recording server/VMS.

Verify recording schedules and retention settings.

Coordinate with the client to ensure remote viewing access is functional.

Warranty

Manufacturer Warranty: All AXIS cameras installed under this scope carry a standard 5-Year Manufacturer Warranty covering hardware defects.

Workmanship Warranty: Complex Solutions provides a 1-Year Warranty on all installation labor and configuration. This covers any defects related to the physical mounting, cabling termination, or programming performed by our team.

Project Notes & Assumptions

Cabling: It is assumed that existing CAT6 cabling will be reused for this replacement project. Any new cabling required is to be provided by others unless otherwise specified.

Configuration: Client to provide final IP schemes and desired naming conventions prior to start.

Standards: All installation work performed by Complex Solutions will follow Axis manufacturer best practices.

Estimate

Description	Qty	Rate	Tax	Total
PD Camera Replacement - 28 Cameras, 28 Mounts, Installation, Programming				\$35,811.44
AXIS M5526-E PTZ Network Camera				
AXIS TQ5001-E Wall-and-Pole Mount				
AXIS M3126-LVE Network Camera				
AXIS TP3201 Recessed Mount				
Axis P3818-PVE Network Camera				
AXIS TQ3201-E Indoor/Outdoor Recessed Mount				
Service Technician Installation				
Programming-System and/or devices				
Miscellaneous Parts Including Conduit, Wire, Junction Boxes				

Proposal Exclusions

We specifically exclude the following from our proposal:

- Additional components other than stated above
- Permits, if necessary
- Premium time, holiday time, after hours time, weekend time

Total:

Item 18.

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

I acknowledge that a 50% down payment is required (for proposals \$5,000.00 or greater) upon acceptance of this proposal.

A service charge of 1.5% per month will be assessed on balances that remain unpaid 30 days beyond the invoice term date.

BY: Ryan Sorenson

DATE: 02/04/2026

Complex Security Solutions Inc. · 5100 S Calhoun Rd New Berlin, WI 53151

1. INSTALLATION TERMS AND CONDITIONS :

1. Complex Security Solutions Inc. ("CSS") agrees to furnish all the materials and labor necessary for the installation of the System in accordance with the specifications as set forth herein, and to complete the installation of the System in a careful workmanlike manner.
2. Customer authorizes and empowers CSS and its designee (whether an employee, agent, or independent contractor) to enter upon the Premises in order to install the System or cause the System to be installed. Customer warrants that it has authority from the owner and/or any other person in control of the Premises to permit the installation of the System under all conditions set forth herein.
3. CSS is hereby authorized to take any preparation such as drilling holes, driving nails, making attachments, or doing other things necessary or pertinent to the installation or service of the System. Customer acknowledges that CSS has no way of knowing whether hidden pipes, wires or other obstructions exist within walls or other concealed spaces, and it is Customer's obligation to make CSS aware of such conditions, failing which, CSS shall have no responsibility for any damage that may be caused.
4. CSS assumes no liability for delay in installation or operation of the System due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrections, acts of God, or any other cause beyond the control of CSS.
5. Customers shall provide, install and maintain all line voltage and conduit necessary for the installation, maintenance, and operation of the System.
6. If the System is to be installed according to plans and specifications for installation provided by Customer, Customer shall pay any and all costs incurred for any additions, changes, or corrections necessitated by inaccuracies, errors, discrepancies, or changes in said plans and specifications.
7. Customer has approved the location of all System Components in CSS's reasonable discretion. Any changes of location, requested by Customer after installation is commenced, will be at Customer's expense.
8. Customer acknowledges and understands that if the audible alarm has an automatic shut-off device and the alarm sounds for any reason, that it is designed to automatically shut-off after sounding for a period of time not to exceed thirty (30) minutes. Customer further acknowledges that unless attempted entry is apparent or unless Customer is notified that the System was activated, Customer will have no way of knowing that the System was activated and automatically shut-off, and that the System, therefore, must be manually restored by Customer. Customer agrees to check the System each day upon opening the Premises in order to determine whether or not the System was activated during the previous operating period.
9. Customer acknowledges it has chosen the system listed on this agreement and that additional protection may be obtained from CSS, over and above that provided herein at an additional cost to customer.
10. Customers understand that the system is sold as a deterrent only and is only part of the total security concept.
11. Customer understands that the system does not include, and the CSS does not provide, any fire or smoke alarm systems. If a customer purchases, installs and maintains at its own expense, its own fire or smoke alarm system, the customer may be able to link said system to the system if the parties expressly agree to such connection in this agreement. CSS shall not be responsible for the installation, maintenance or monitoring of customer's fire or smoke alarm system.

2. LIMITED WARRANTY :

1. Any part of the system installed under this agreement that proves to be defective in material or workmanship within one (1) year of the date of completion of installation will be repaired or replaced at CSS's option with a new or functionally operative part. Materials required to repair or replace such defective components or necessary to make mechanical adjustments to the system will be free of charge for a period of one (1) year following completion of the original installation. Labor required to replace such defective components or necessary to make mechanical adjustments to the system will be free of charge for a period of thirty (30) days following completion of the original installation and shall thereafter be billed to customer at CSS's current rate for labor.
2. The warranty printed above does not apply to the conditions listed below and in the event, customer calls CSS for service under the warranty and upon inspection by CSS it is determined that one of these conditions has led to the interoperability or the apparent interoperability of the system, a charge will be made for the service call of CSS. Should it actually be necessary to make repairs to the system due to one of the "conditions not covered by warranty," customers shall pay a charge for such work at CSS's then applicable rates for labor and material.

3. CONDITIONS NOT COVERED BY WARRANTY :

1. Damage resulting from accident, acts of God, alteration, misuse, tampering, and abuse.
2. Customer alterations to the System.
3. Failure of Customer to properly close or secure door, window, or other point protected by an Intruder System.
4. Failure of Customer to properly follow operating instructions provided by CSS at time of installation, or any time thereafter.
5. Trouble in leased telephone line.
6. Trouble due to interruption of commercial power.
7. The expense of ordinary maintenance and repair of the System due to normal wear and tear.
8. Except as set forth above CSS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the service components and other equipment, its merchantability, or its Fitness for any particular use. CSS does not represent nor warrant that the system may not be compromised or circumvented or that the system will prevent any loss by burglary, holdup, fire, or otherwise or that the system will in all cases, provide the protection for which it is installed.
9. Customer acknowledges that CSS shall not be reliable for consequential damages, that any affirmation of fact or promise made by CSS shall not be deemed to create an express warrant, that customer is not relying on CSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose, and that there are no warranties that extend beyond those on the face of this agreement. Customer has read and understands all of this agreement, including sections below which set forth CSS's maximum liability in the event of loss or damage to customer or a third party.

4. **ACCEPTANCE OF INSTALLATION:** Any error or omission in the construction or installation of the System must be called to the attention of CSS, in writing, within five (5) days after completion of installation. Upon the expiration of said five (5) days, the installation shall be deemed totally satisfactory to and accepted by the Customer.

5. **MONITORING:** Except as specifically set forth herein, CSS shall not be obligated to provide service of any type on the System. If Customer wishes CSS to service or monitor the System, such an agreement shall be expressly stated on the front of this Agreement or separately negotiated in writing.

6. GENERAL TERMS AND CONDITIONS:

1. CSS shall not be responsible nor liable for any costs or charges necessitated by changes in the standards and regulations of any regulatory agency after the date of execution of this Agreement.
 2. Except as expressly provided in the limited warranty contained in Section 2 of this Agreement, Customer shall be responsible for and shall pay CSS the costs of any additions, corrections, or changes to the System that may be requested or required after the execution of this Agreement by the Customer or by any regulatory agencies or institutions, including but not limited to, the State Fire Marshal, City Fire and Electrical Department, any insurance companies, the National Fire Protection Association, Underwritings Laboratory, Inc., or any other municipal/regulatory agencies.
 3. CSS shall not be bound by additions, corrections, or changes referred to herein, unless the changes are brought to CSS's attention in writing.
 4. Customer acknowledges that it is Customer's responsibility to bring to the attention of CSS any rules, regulations, standards, or codes that Customer may be aware of and that the System must comply with.
7. **RISK OF LOSS, DAMAGE TO SYSTEM:** Customer acknowledges and agrees that title to the System and all the System Components and equipment herein shall remain property of CSS until such time that Customer pays in full for the System Components and installation of the System. Until the System is paid for in full, Customer shall bear the entire risk of loss thereof, and repairs or reinstallation necessary due to damage to the System, caused by persons or entities other than CSS, shall be at Customer's expense.
8. **DEFAULT:**
1. If Customer defaults in the performance of any of the terms or conditions of this Agreement, CSS may pursue any one or more of the following remedies, which are cumulative and not inclusive.
 1. Recovery from Customer the total unpaid balance of the sum provided for in this Agreement (including, but not limited to fees for the System Components, installation, and monitoring);
 1. Repossess that equipment above described;
 2. Immediately cease work on the installation of the System and terminate the Agreement by giving Customer ten (10) days written notice;
 3. Pursue any remedy at law now or hereafter existing;
 4. In the event of non-payment for monitoring fees as required by this Agreement, CSS's designee (whether employee, agent or independent contractor) shall have the right and access necessary to disconnect or deprogram any System Components or equipment related to monitoring. CSS shall also be entitled to collect monitoring fees up to the disconnection date of the applicable System Components.
 2. In the event of repossession of the equipment and resale thereof, Customer shall be responsible to CSS for any deficiency remaining after applying the proceeds of resale first to all costs of repossession and resale, including but not limited to storage, repair, renovation, alteration, attorney fees, collection costs, commissions, and the to the unpaid amount of the sum agreed to in this Agreement.
9. **CUSTOMER'S PURCHASE ORDER:** It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Customer's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
10. **THIRD-PARTY INDEMNIFICATION:** Customer agrees to and shall indemnify, defend and hold harmless CSS, its employees and agents for and against all claims brought by parties other than the parties of this Agreement. This provision shall apply to all claims regardless of cause including CSS's performance or failure to perform and including defects in products, design, installation, maintenance, operation or non- operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of the CSS, its employees or agents.
11. **ACKNOWLEDGEMENT OF RISKS:** Customer acknowledges the spectrum of inherent risks that arise from non-adherence to prescribed cybersecurity best practices. CSS may propose a comprehensive array of protective strategies, these can include, but are not limited to, the employment of multi-factor authentication protocols to ensure user identity verification, the deployment of advanced firewall technologies to defend the network's periphery, the consistent application of software updates and security patches to mitigate known vulnerabilities, and the facilitation of targeted employee education programs aimed at thwarting phishing schemes and other security threats that exploit user behavior.
12. **ELECTION TO NOT INCORPORATE SECURITY MEASURES:** By electing not to incorporate CSS recommended security measures, the Customer consents to assume an elevated level of risk. This includes but is not limited to, the potential compromise and theft of sensitive data, financial losses attributable to fraudulent activities or service disruptions, and operational challenges, such as system downtime or the erosion of customer confidence.
13. **WAIVER OF LIABILITY:** By signing the agreement, the Customer agrees not to hold CSS liable for any negative outcomes that result from Customer failing to employ security measures as proposed by CSS. This waiver protects CSS from legal claims for damages that could arise from the Customer's decisions.
14. **CUSTOMERS RESPONSIBILITIES:** The Customer accepts the full spectrum of risks and consequences that may result from not taking the recommended cybersecurity actions. This means that if a security breach occurs, the client cannot blame CSS for the resultant damages, as they chose to ignore the precautions advised by the provider.
15. **CSS IS NOT AN INSURER; DAMAGES:**
1. It is understood and agreed that CSS is not an insurer; that insurance, if any, shall be obtained by customer, that payments provided herein are based solely upon the value of the system and are unrelated to the value of customer's property or the property of others located in customer's premises. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages if any, resulting loss to customer because of, among other things:
 1. The uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences that the System is designed to protect or avert;
 2. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
 3. The inability to ascertain what portion, if any of any loss would be proximately caused by CSS's failure to perform or its equipment to operate; and
 4. The nature of the System installed by CSS.
 2. Customer understands and agrees that if CSS should be found liable for loss or damage due from failure of CSS to perform any of the obligations herein, including but not limited to: installation, warranty service, or the failure of the System or equipment in any respect whatsoever, CSS's total maximum liability shall be limited to amounts paid to CSS, and that provisions of this Section shall apply whether loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non- performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of CSS, its agents, assigns, or employees. In the event that the Customer wishes CSS to assume greater liability, Customer has the right to obtain from the CSS a higher limit by paying an additional amount for the increase in lia

and a rider shall be attached hereto setting forth such higher limit and additional costs, but such additional obligation will in no way be to hold CSS as insurer.

Item 18.

16. **INVALID PROVISION:** If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
17. **RIGHTS AND SUBCONTRACTORS:** Customer acknowledges and agrees that CSS may subcontract any of the work to be performed pursuant to his Agreement, including, but not limited to, installation and monitoring of the System. Customer acknowledges and agrees that this Agreement and particular those Sections relating to disclaimer of warranties, damages and indemnification, inure to the benefit of and are applicable to any subcontractors employed by CSS, in that they bind Customer with respect to said subcontractors with the same force and effect as they bind Customer to CSS.
18. **TAXES:** Customers will pay all taxes, license fees, or fines that may be assessed on the system by governing bodies, and these costs shall be in addition to any charges paid to the CSS for monitoring or any other service.
19. **PERIODIC TESTING:** Customer agrees to completely test the System at least twice a year.
20. **ATTORNEYS FEES:** In the event it shall become necessary for CSS to institute legal proceedings to collect the cost of installation, monitoring or any progress payments as set forth herein, then, in that event, the Customer shall pay CSS, reasonable attorneys' fees and costs of said legal proceedings.
21. **GOVERNING LAW; CHOICE OF FORUM:** The laws of the State of Wisconsin shall govern the interpretation of this Agreement and any disputes arising under it. The parties acknowledge that this contract originated in the State of Wisconsin and the covenants relating thereunder bear a significant relationship to said State. The parties agree that any litigation resulting from disputes arising under this Agreement shall take place in Waukesha County.
22. **NON-SOLICITATION:** Neither party shall knowingly solicit or hire, any of the other party's employees involved in the Services during the term of the Agreement and for a period of six (12) months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.
23. **ENTIRE AGREEMENT; MODIFICATIONS; ALTERATIONS; WAIVER:** This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement; and the parties rely only upon the context of this Agreement in executing it; and have not relied upon any other representations, oral or otherwise, made by the parties, their agents or employees. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
24. **NOTICES:** All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid, to the address as set forth in this Agreement or to any other address provided by the other party from time to time in writing.

BY: Ryan Sorenson

DATE: 02/04/2026

**CITY OF SHEBOYGAN
RESOLUTION 163-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 9, 2026.

A RESOLUTION authorizing the appropriate City officials to execute a Letter of Agreement between Artspace Projects, Inc. and the City of Sheboygan relating to a feasibility study for 1128 South 11th Street (also known as the previous Dakota Supply Group building) for use as an artist maker space and artist housing.

RESOLVED: That the appropriate City officials are hereby authorized to execute a Letter of Agreement between Artspace Projects, Inc. and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

BE IS FURTHER RESOLVED: That the Finance Director is authorized to draw funds from Acct. No. 421660-531100 (TID 21 – Contracted Services) upon the agreement being fully executed by all parties, to pay for the study 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



artspace

SCOPE OF WORK



Clockwise from top: ArtSpace Bell Campus, New Orleans, LA; ArtSpace Elgin Lofts, Elgin, IL



OFFICES: Minneapolis / New York City / Washington D.C.

250 Third Avenue North, Suite 400, Minneapolis MN 55401
P 612.333.9012 F 612.333.9089 ARTSPACE.ORG

Letter of Agreement
Feasibility Study I

THIS LETTER OF AGREEMENT (this "Agreement") made and entered into this ___ day of _____ 2026 (the "Effective Date") by and between ARTSPACE PROJECTS, INC., a MINNESOTA NONPROFIT CORPORATION having an address at 528 Hennepin Ave, SUITE 700, MINNEAPOLIS, MN 55403 ("Artspace") and City of Sheboygan in Sheboygan, Wisconsin, a Wisconsin municipal corporation. ("City of Sheboygan" and Artspace are each a "party" and together the "parties")

The parties agree as follows:

1. Overview:

The City of Sheboygan hereby agrees to retain Artspace to perform certain services set forth in the Scope of Work ("Scope") as more particularly described in Exhibit A subject to the terms and conditions herein and consistent with the budget, timeline, fee disbursement set forth in Exhibit B.

2. Term:

The term of this Agreement shall commence on the Effective Date (as defined above) and shall continue until all deliverables as outlined in Exhibit "A" are completed (the "Scope Completion;" such period, the "Term").

3. Qualifications:

City of Sheboygan shall provide reasonable support relevant to the successful completion of the Scope as outlined in Exhibit "A" and further defined in "Exhibit C" including, but not limited to, providing documents relevant or appropriate for Artspace review, arranging for site/building tours and information, assigning key staff to work with Artspace, coordinating logistics for meetings, and leading public outreach and promotional efforts.

4. Fee:

The total fee for this work is Thirty-Four Thousand and Nine Hundred and Ninety-Nine and 00/100 (\$34,999) to be paid in two installments. On the Effective Date, City of Sheboygan shall pay Artspace an initial deposit in the amount of Seventeen Thousand and Four Hundred and Ninety-Nine and 50/100 Dollars (\$17,499.50) ("Initial Deposit"). City of Sheboygan shall pay Artspace the second installment in the amount of Seventeen Thousand and Four Hundred and Ninety-Nine and 50/100 Dollars (\$17,499.50) within thirty days of receiving the draft of the feasibility study. In the event of a cancellation requested by City of Sheboygan within the first thirty (30) days of the Effective Date, Artspace shall be entitled to a nonrefundable cancellation fee in the amount Two Thousand Five Hundred Dollars and 00/100 (\$2,500) ("Cancellation Fee"), which may be deducted from the Initial Deposit. In the event of a cancellation requested by City of Sheboygan at any point after the first thirty (30) days of the term but before Scope Completion, Artspace shall be entitled to compensation calculated at the hourly rate described in Exhibit "B" for the actual hours worked plus any documented out-of-pocket expenses ("Balance Due"). Artspace may retain a portion of the Initial Deposit up to the amount of Balance Due. In the event that the Initial Deposit is insufficient, City of Sheboygan agrees to immediately remit the remaining Balance Due to Artspace.

5. Proprietary Use:

With the exception of the deliverables described in Exhibit "A", all materials, written or otherwise, provided by Artspace remain the property of Artspace and may not be reproduced, copied or disseminated to third parties for purposes of sale or other benefit beyond the intended use under this contract as particularly described in Exhibit "A" as "The Purpose", without the prior written approval of Artspace.

6. Trademark Infringement:

City of Sheboygan is granted the right to use the Artspace name and/or brand solely in conjunction with the Scope of the project as outlined in this Agreement and shall not use the Artspace name and/or brand in conjunction with or connection to any other projects or marketing materials for which Artspace is not a consultant including, but not limited to, identifying a future project or development as arts focused. City of Sheboygan agrees to notify Artspace of any potentially unauthorized use of the trademarks internally or by others promptly as it comes to City of Sheboygan's attention. Artspace shall have the sole right and discretion to bring infringement proceedings involving trademarks. This restriction shall not apply to City's publication of deliverables on meeting agendas and minutes, and on the City's website, press releases related thereto, and the release of records within the City's possession consistent with Wisconsin's public records laws.

Because the damages resulting from unauthorized use will render irreparable harm to Artspace that will be difficult to quantify, Artspace shall be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and any other remedy that may be available under any applicable law or agreement between the parties. City of Sheboygan acknowledges that an award of damages to Artspace does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

7. Assignment or Subcontracting:

With the exception of Subcontractors identified in Exhibit "A", Artspace may not subcontract any portion of the Scope without the prior written consent of City of Sheboygan.

8. Address of Artspace and City of Sheboygan Notices:

All notices required hereunder between Artspace and City of Sheboygan shall be given in writing, by United States certified mail, return receipt requested, or by nationally recognized overnight courier service, to Artspace and City of Sheboygan at the address shown in the opening paragraph of the Agreement. All payments due hereunder shall be given to Artspace and City of Sheboygan, as the case may be, at the address shown in the opening paragraph of the Agreement. Routine business communications between the parties may occur via alternate means.

9. Termination:

This Agreement may be terminated by either party without cause with ten (10) business days advance written notice; provided, however, that all compensation due to Artspace through such termination date shall be paid by City of Sheboygan, consistent with Provision 4 and as otherwise set forth herein. Within ten days of termination, Artspace shall deliver to City of Sheboygan all completed materials as of the date of termination.

10. Amendment and Modification:

This Agreement embodies the full agreement of the parties and supersedes any and all prior understandings or commitments concerning the subject matter of this Agreement. Any modification or amendment must be in writing and signed by both parties.

11. Governing Law:

This Agreement is governed by and shall be construed in accordance with the laws of Wisconsin. Jurisdiction and venue for dispute resolution shall be the Sheboygan County Circuit Courts.

12. Release and Indemnification:

Except as provided herein, neither Artspace nor any of its respective affiliates, agents, consultants, partners, officers, members, managers, directors or employees, shall be liable for any damages resulting from claims of gross negligence, willful misconduct or fraud on the part of the City of Sheboygan and its directors, officers, employees, and agents. Neither City of Sheboygan nor its agents, representatives, or employees shall be liable for damages resulting from claims of gross negligence, willful misconduct or fraud on the part of Artspace, its employees, volunteers, and agents arising out of, resulting from, or relating to the work performed under this Agreement. Nothing in this Agreement shall be construed as the City of Sheboygan waiving its statutory limitations and/or immunities as set forth in applicable Wisconsin statutes or other law.

13. Disclaimer:

Results depend upon a variety of factors unique to each agreement. Prior results do not guarantee or predict a similar result in any pending or future project undertaken by Artspace.

The Deliverables in addition to the written or other materials provided by Artspace are intended as guidance for those who wish to explore or advance an arts-related project. While the deliverables and other materials provided reflect Artspace's expertise as a real estate developer for artists and arts organizations, and are provided in good faith, Artspace makes no representation or warranty about the value of any of the information in relation to the success of any specific project.

14. Return of Property:

Upon Scope Completion or termination of this Agreement, City of Sheboygan agrees to return to Artspace any property, documentation, records, or confidential information that is the property of Artspace.

15. Capacity/Independent Contractor:

Artspace shall be deemed to be an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with City of Sheboygan. The manner in which Artspace's services are rendered shall be within Artspace's sole control and discretion. Artspace shall be responsible for maintaining, at its sole expense, sufficient insurance to satisfy its legal obligations. Such insurance shall, at a minimum, include Worker's Compensation insurance at statutory limits, Commercial General Liability insurance with a \$1,000,000 per occurrence and \$2,000,000 general aggregate, Automobile Liability insurance with a \$1,000,000 combined single limit per accident for bodily injury and property damage on an "any auto" basis.

16. Severability of Provisions:

Each provision of this Agreement shall be considered to be severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

17. No Continuing Waiver:

The waiver by either party of any breach of the terms of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

18. Binding Agreement:

This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

19. Headings:

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

20. Terminology:

All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

21. Confidentiality:

It is understood and agreed to that Artspace may provide certain information that is and must be kept confidential. The Confidential Information to be disclosed may include, but is not limited to, technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, contact lists, survey responses, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

To ensure the protection of such information, and to preserve any confidentiality necessary under law, City of Sheboygan shall not disclose any Confidential Information obtained from Artspace. This provision shall not be construed as preventing the City of Sheboygan from complying with Wisconsin's public records laws.

22. Means and Methods: Artspace shall be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under this Agreement.

23. Taxes, Social Security, Insurance, and Government Reporting.

Personal income tax payments, social security contributions, insurance, and all other government reporting and contributions required as a consequence of Artspace receiving payment under this Agreement shall be Artspace's sole responsibility. The City is a tax-exempt entity and as such, shall not be required to pay sales tax by execution of a contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown on the first page of this Agreement.

AGREED TO:
Artspace Projects, Inc

Lucas Koski
VP, Artspace Consulting

DATE

City of Sheboygan

Taylor Zeinert
Director of Planning and Economic Development

DATE

Contact Information

Lucas Koski
Vice President
Artspace Projects, Inc.
528 Hennepin Ave
Suite 700
Minneapolis, MN 55403
lucas.koski@artspace.org
(718) 316 – 7491

Taylor Zeinert
Director of Planning and Economic
Development
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081
Taylor.Zeinert@sheboyganwi.gov

(920) 459-3377

Please return executed contract:

ATTN: Jackie Ralles
Artspace Projects, Inc.
528 Hennepin Ave
Suite 700
Minneapolis, MN 55403
jackie.ralles@artspace.org

Taylor Zeinert (per above)



artspace

SCOPE OF WORK



Clockwise from top: Artspace Bell Campus, New Orleans, LA; Artspace Elgin Lofts, Elgin, IL



OFFICES: Minneapolis / New York City / Washington D.C.

250 Third Avenue North, Suite 400, Minneapolis MN 55401
P 612.333.9012 F 612.333.9089 ARTSPACE.ORG

Exhibit A: Predevelopment Feasibility Study

The City of Sheboygan (CLIENT) invites Artspace to submit a proposal for a Predevelopment Feasibility Study exploring the potential reuse and redevelopment of the DSG Art Building at 1128 South 11th Street, in downtown Sheboygan, Wisconsin. The purpose of this engagement is to help City of Sheboygan assess the viability of a creative sector-focused facility, including the potential for mixed-use artist housing, particularly in alignment with community needs and economic development strategies. This study will investigate the space and programmatic needs of Sheboygan’s creative sector, analyze reuse potential, and explore actionable next steps for development.

Artspace’s process engages local stakeholders through a structured, inclusive, and collaborative approach—leveraging its 40+ years of experience supporting creative sector development across the U.S. The resulting report and pro forma will offer strategic guidance and recommendations for a path forward.

Scope of Work

1. Scope Preparation

- a. Assign two Artspace staff as project leads.
- b. Work with Planning Team (CLIENT) to identify 8-12 local individuals to help carry out the study (the “Core Group”).
- c. Core Group Visioning & Preparation Meeting (2 hours)
 - i. Artspace will lead the Core Group (as determined by the City of Sheboygan) in a combined preparatory and visioning session for the Sustainable Facility Analysis process. The meeting will begin with an overview of what to expect from the process, including the history of the DSG Art Building, funding and financing opportunities, and a discussion of the arts community and potential core users of the ground-floor commercial space. Building on this foundation, Artspace will facilitate a guided conversation to define a clear and compelling working vision for the proposed facility. This will include identifying the project’s goals, values, aspirations, and metrics for success. The resulting vision statement will serve as a cornerstone to ensure ongoing alignment with the mission and strategic objectives of the DSG Art Building as the project advances.
- d. Conduct a conference call with the Planning Team:
 - i. Pre-visit check-in call, approximately one week before the first visit and/or start of focus groups, to review visit details and answer any questions.

- ii. Provide Planning Team with preparation materials, including a draft agenda, timeline, and suggested participants.
- iii. Review existing market, redevelopment pipeline, cultural planning, city planning or other appropriate available studies.
- iv. Review relevant materials about the community prior to the visit, including site map(s), concept write-ups, etc.
- v. Confirm travel dates and provide arrival/departure times.
- vi. Communicate via email or phone to assist Planning Team with visit preparation, as needed.

2. Visit

- a. Travel to Sheboygan for a one- day visit, by Artspace staff.
- b. Building Walkthrough and Space Assessment
 - i. A physical walkthrough and preliminary analysis of the DSG Art Building.
 - ii. Artspace will conduct a qualitative evaluation of its condition, layout potential, challenges, and redevelopment suitability. Artspace would prefer a large window of time inside the facility (2+ hours), in order to capture all information possible.
- c. Scheduled time for one-on-one or small group meetings with key partners, organizations, or funders who may not be part of larger sessions.
- d. Dinner with the Core Group to discuss site visit and next steps

Deliverables:

- **Pro Forma Development Scenarios**
 - Financial analysis one reuse scenario for the DSG Art Building examining estimated costs, revenue potential, and funding strategies.
- **Feasibility Report**
 - A written report summarizing findings from the visit and pre-visit preparation.
 - Includes stakeholder insights, preliminary space needs assessment, reuse potential, financial outlooks, and recommended next steps for project advancement.

Exhibit B Budget, Timeline and Fee Disbursement

Budget

The fee for the proposed Predevelopment Feasibility Study is \$35,000. This flat fee includes staff time, deliverables, travel expenses, and travel time.

to the fee shall not exceed \$35,000 as noted above, except as otherwise agreed to by the parties in writing prior to incurring any additional expenses. For additional services, Artspace charges \$300 per hour for its consulting work.

Timeline and Fee Disbursement

Scope of Work would commence upon receipt of deposit.

This timeline assumes that a contract is signed and an initial payment of \$17,500 (1/2 of the work fee) is due at time of signed contract. The second \$17,500 would be due within 30 days of the delivery of the draft report.

Additional Notes on Roles and Responsibilities

The CLIENT agrees to:

- Assign a main point of contact/proxy for CLIENT's communication with Artspace.
- Provide any relevant documents for Artspace's review prior to the initial visit.

- Create an agenda for the Feasibility Study II visit, based upon the sample provided, and share with Artspace no less than two (2) weeks before the visit.
- Coordinate the Core Group members roles and responsibilities.
- Coordinate logistics for the execution of the agenda. Which includes:
 - Identifying and inviting the appropriate individuals or groups to focus groups and meetings. Artspace has a Teams account for the virtual arts/arts organizations.
 - a. Securing space for all in person meetings.
 - b. Providing technology for in-person presentations, which includes projector, screen/blank wall, power source, microphone, and extension cord (if needed). Artspace will bring a mac laptop and adaptor to plug into provided projector.
 - c. Arranging for site and area tour.
- Pay additionally to Artspace any reasonable and/or necessary costs incurred by Artspace to rearrange or cancel travel itineraries as requested by CLIENT or necessitated by changes initiated by the same.

DRAFT

Exhibit C
Additional Notes on Roles and Responsibilities

Fayetteville agrees to:

- Assign a main point of contact/proxy for City of Sheboygan’s communication with Artspace.

- Provide any relevant documents for Artspace’s review prior to the initial visit.
- Create an agenda for the visit, based upon the sample provided, and share with Artspace no less than two (2) weeks before the visit.
- Coordinate the Core Group members roles and responsibilities.
- Coordinate logistics for the execution of the agenda. Which includes:
 - d. Identifying and inviting the appropriate individuals or groups and tracking RSVPs.
 - e. Identifying and inviting the appropriate individuals or groups to focus groups. Artspace has a Teams account for the virtual arts/arts organizations and University focus group.
 - f. Promoting the public meeting, encouraging artists, community members, stakeholders and all to attend. We suggest having a small budget set aside for food/entertainment for the public meeting and any graphics or printing in the range of \$1,000-\$2,000 or in-kind donations. Artspace does not cover these fees.
 - g. Creating any sort of collateral materials needed for the public meeting or social media announcements and paying any associated graphic design fees. Artspace can provide examples from other communities.
 - h. Securing space (and/or time) and setting up for the public meeting.
 - i. Providing technology for in-person presentations, which includes projector, screen/blank wall, power source, microphone, and extension cord (if needed). Artspace will bring a mac laptop and adaptor to plug into provided projector. Artspace has a zoom link for the virtual focus groups.
 - j. Arranging for site and area tour.
- Pay additionally to Artspace any reasonable and/or necessary costs incurred by Artspace to rearrange or cancel travel itineraries as requested by City of Sheboygan or necessitated by changes initiated by the same.

**CITY OF SHEBOYGAN
RESOLUTION 133-25-26**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 24, 2025.

A RESOLUTION authorizing the donation of a 2005 UTV Kawasaki Mule to Ellwood H. May Environmental Park Association of Sheboygan County Inc. (“Maywood”).

WHEREAS, the Department of Public Works has historically provided a UTV, along with necessary maintenance and fuel, to Maywood to support park operations; and

WHEREAS, the Department of Public Works wishes to donate the City’s 2005 UTV Kawasaki Mule, that would otherwise be going to auction, to Maywood to support park operations; and

WHEREAS, by accepting this donation, Maywood will assume responsibility for maintenance and fueling.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Department of Public Works to donate the 2005 UTV Kawasaki Mule to Maywood.

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

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 38-25-26**

BY ALDERPERSONS MENZER AND CLOSE.

FEBRUARY 16, 2026.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 10th day of September, 2025, signed by the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Part of the Northeast 1/4 of the Northwest 1/4 of Section 16, T15N-R23E, Town of Sheboygan, Sheboygan County, Wisconsin described as:

Commencing at the Center 1/4 corner of Section 16, T15N-R23E; thence along the south line of the Northwest 1/4 of said Section 16, S89°14'34"W 45.01 feet to the west right-of-way line of North Taylor Drive; thence along said west line, N00°31'33"E 665.19 feet; thence along said west line, 218.09 feet along a 755.00-foot radius curve to the left with a chord bearing of N07°44'57"W and a chord length of 217.33 feet; thence along said west line, N16°01'27"W 492.58 feet to the north line of Main Avenue and the point of beginning; thence along said north line, S89°09'01"W 113.23 feet; thence N00°03'24"W 177.52 feet; thence N89°02'52"E 52.24 feet; thence S16°01'27"E 65.04 feet; thence N89°09'01"E 10.36 feet to the west right-of-way line of North Taylor Drive; thence along said west line, S16°01'27"E 118.97 feet to the point of beginning.

Lands containing 14,961 square feet or .34 acres.

Property Address: Vacant land along N. Taylor Dr., Sheboygan, WI 53081

Tax Parcel ID Number: 59024346880

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount

equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. Chapter 105 of the Sheboygan Municipal Code establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as Suburban Residential 3 (SR-3) Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 1st Ward and the 1st Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

TAX PARCEL 59281630813
CITY OF SHEBOYGAN

TAX PARCEL 59024346930
TOWN OF SHEBOYGAN

DESCRIPTION "B"
(TO REMAIN IN TOWN)
1262 SQ.FT.
0.03 ACRES

DESCRIPTION "A"
(TO BE ANNEXED)
14961 SQ.FT.
0.34 ACRES

CITY OF SHEBOYGAN

TOWN OF SHEBOYGAN

CITY OF SHEBOYGAN

CITY OF SHEBOYGAN

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MAIN AVE

GRACELAND SUBD. NO. 18

West line of North Taylor Dr

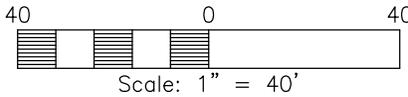
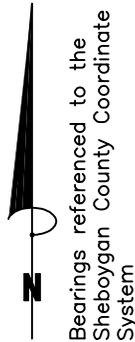
CURVE NUMBER	C1
LENGTH	218.09
RADIUS	755.00
DELTA	16°33'01"
CH BEAR	N07°44'57"W
CHORD LENGTH	217.33

ANNEXATION MAP AND DESCRIPTIONS

Part of the Northeast 1/4 of the Northwest 1/4 of Section 16,
T15N-R23E, Town of Sheboygan, Sheboygan County, Wisconsin.

PAGE 1 OF 2

-  = County Section corner
-  = 1"x18" iron pipe set
-  = 1" iron pipe found
-  = Current corporate boundary



PROJECT: 4728

PATH: c:\projects2\habitat_humanity\taylor_main2\dwg\

(Rev 1/28/26 - Desc Pg2)
Aug. 6, 2025

South line of the
Northwest 1/4

45.01'

S89°14'34"W

Center 1/4 corner,
Section 16,
T15N-R23E
PK nail found

John M. DuMez – Wisconsin Professional Land Surveyor S-2267

Page 2 of 2

DESCRIPTION “A” - TO BE ANNEXED INTO THE CITY OF SHEBOYGAN

Part of the Northeast ¼ of the Northwest ¼ of Section 16, T15N-R23E, Town of Sheboygan, Sheboygan County, Wisconsin described as:

Commencing at the Center ¼ corner of Section 16, T15N-R23E; thence along the south line of the Northwest ¼ of said Section 16, S89°14'34”W 45.01 feet to the west right-of-way line of North Taylor Drive; thence along said west line, N00°31'33”E 665.19 feet; thence along said west line, 218.09 feet along a 755.00-foot radius curve to the left with a chord bearing of N07°44'57”W and a chord length of 217.33 feet; thence along said west line, N16°01'27”W 492.58 feet to the north line of Main Avenue and the point of beginning; thence along said north line, S89°09'01”W 113.23 feet; thence N00°03'24”W 177.52 feet; thence N89°02'52”E 52.24 feet; thence S16°01'27”E 65.04 feet; thence N89°09'01”E 10.36 feet to the west right-of-way line of North Taylor Drive; thence along said west line, S16°01'27”E 118.97 feet to the point of beginning.

SAID DESCRIPTION “A” CONTAINS 14961 SQ. FT. (0.34 ACRE) OF LAND.

DESCRIPTION “B” - TO REMAIN IN THE TOWN OF SHEBOYGAN

Part of the Northeast ¼ of the Northwest ¼ of Section 16, T15N-R23E, Town of Sheboygan, Sheboygan County, Wisconsin described as:

Commencing at the Center ¼ corner of Section 16, T15N-R23E; thence along the south line of the Northwest ¼ of said Section 16, S89°14'34”W 45.01 feet to the west right-of-way line of North Taylor Drive; thence along said west line, N00°31'33”E 665.19 feet; thence along said west line, 218.09 feet along a 755.00-foot radius curve to the left with a chord bearing of N07°44'57”W and a chord length of 217.33 feet; thence along said west line, N16°01'27”W 492.58 feet to the north line of Main Avenue; thence along said north line, S89°09'01”W 113.23 feet; thence N00°03'24”W 177.52 feet to the point of beginning; thence N89°02'52”E 52.24 feet; thence S16°01'27”E 65.04 feet; thence N89°09'01”E 10.36 feet to the west right-of-way line of North Taylor Drive; thence along said west line, N16°01'27”W 75.42 feet; thence S89°02'52”W 59.75 feet; thence S00°03'24”E 10.00 feet to the point of beginning.

SAID DESCRIPTION “B” CONTAINS 1262 SQ. FT. (0.03 ACRE) OF LAND.

(Note: Descriptions “A” and “B” revised 1/28/26)