



# PUBLIC WORKS COMMITTEE AGENDA

March 09, 2026 at 5:00 PM

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

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

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

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

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

To view the meeting:

Microsoft Teams

Meeting ID: 277 460 391 526 08

Passcode: nu6ge7H7

## OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
- 4. Approval of Minutes**  
Public Works Committee Meeting held on February 23, 2026
- 5. Public Comment**  
Limit of three minutes per person with comments limited to items on this agenda.

## ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- 6.** Res. No. 185-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2026 Annual Sidewalk Program.

7. Res. No. 186-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the 2026 Street Improvements, Erie Avenue (North Taylor Drive – North 19<sup>th</sup> Street).
8. Res. No. 187-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to approve the renewal of the Deland Park Beach House use and services agreement between the City of Sheboygan and Second Revolution, LLC.
9. Res. No. 188-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to accept a sculpture donation to be placed in the Sheboygan Peace Park.
10. Res. No. 191-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan, Lakeland University, and Kohler Credit Union regarding the 2026 Memorial Day parade.
11. Update regarding BoldPath Consulting's DPW assessment (discussion only)

### **TENTATIVE DATE OF NEXT REGULAR MEETING**

12. Next Regular Meeting Date: March, 23, 2026

### **ADJOURN MEETING**

13. Motion to Adjourn

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

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

## CITY OF SHEBOYGAN

## PUBLIC WORKS COMMITTEE MINUTES

Monday, February 23, 2026

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**OPENING OF MEETING**

## 1. Call to Order

The meeting was called to order at 5:00 PM

## 2. Roll Call

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

## 3. Pledge of Allegiance

4. **Approval of Minutes**

Public Works Committee Meeting held on February 9, 2026

MOTION TO APPROVE MINUTES FROM FEBRUARY 9, 2026

Motion made by Belanger, Seconded by Rust

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

5. **Public Comment**

Peter Mayer and Wendy Schobert spoke.

**ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

6. Res. No. 170-25-26 by Alderspersons Dekker and Rust authorizing the appropriate City officials to submit an application to purchase the Sheboygan Breakwater Lighthouse.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Rust, Seconded by Belanger

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

7. Res. No. 172-25-26 by Alderspersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Vinton Construction Company for the South Business Drive Concrete Pavement Repairs (Union Avenue to Indiana Avenue).

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Belanger, Seconded by Rust

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

- 8. Res. No. 174-25-26 by Alderpersons Dekker and Rust declaring May 9, 2026, World Migratory Bird Day and authorizing the appropriate City officials to apply for renewal of the City's designation as a Bird City.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION  
Motion made by Rust, Seconded by Boorse  
Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

- 9. Res. No. 175-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract for repairs to the watercraft fueling system at the Harbor Centre Marina.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION  
Motion made by Belanger, Seconded by Menzer  
Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5

**TENTATIVE DATE OF NEXT REGULAR MEETING**

- 10. Next Regular Meeting Date: March 9, 2026

**ADJOURN MEETING**

- 11. Motion to Adjourn

MOTION TO ADJOURN AT 5:24 PM  
Motion made by Belanger, Seconded by Rust  
Voting Yea: Dekker, Rust, Belanger, Menzer, Boorse - 5



AGENDA ITEM MEMORANDUM

DATE: 3/2/2026

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 185-25-26 - Authorizing the appropriate City contract with Klunck Masonry, LLC for the 2026 Annual Sidewalk Program.

ISSUE

Should the Public Works Committee recommend approving the resolution?

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

BACKGROUND/DISCUSSION

This resolution seeks the approval of a construction contract with Klunck Masonry, LLC for the completion of the 2026 Annual Sidewalk Program. Funding for these repairs was included in the 2026-2030 Capital Improvement Plan.

Sidewalks are a vital asset to our community, providing safer routes to school, connecting residential areas to commercial districts, and more. We repair or replace unsafe sidewalks in the public right-of-way to ensure they are in good condition for all pedestrians.

The City Sidewalk Replacement Program is an annual initiative that enables the city to maintain safe sidewalks for pedestrian travel. This program targets sidewalks that have become cracked, raised, or sunken. Often, hazardous areas have been reported to our office due to trips or falls resulting in injuries. Property Owners who wish to have their sidewalks repaired can call the City Sidewalk Inspector.

Every year, the City budgets funds for the repair and replacement of sidewalks throughout the City of Sheboygan. This year, the City budgeted \$290,000. The low bid this year was \$196,700.00. DPW and Engineering staff are exploring options to use the remaining funds to repair additional sidewalks throughout the city.

Three bids were received for the project:

<u>Contractor</u>	<u>Bid Amount</u>
Klunck Masonry LLC	\$196,700.00
Forward	\$258,100.00
LaLonde Contractors, Inc.	\$278,767.00

Klunck Masonry LLC is the lowest responsive bidder. They have provided all the documentation required as part of their bid and they had an Approved Bidder’s Proof of Responsibility on file per City Ordinance. Cooperation between contractor staff and city staff has been excellent on past projects.

FUNDING IMPACT

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

DEPARTMENT OF PUBLIC WORKS

2026 NEW JERSEY AVE. SHEBOYGAN, WI 53081

920/459-3440 sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

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IF APPROVED, NEXT STEPS:

If approved, the appropriate City staff will sign the contract, and the contractor will be sent a notice of award, and contracts will be executed with construction to start in June.

**CITY OF SHEBOYGAN  
RESOLUTION 185-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**MARCH 9, 2026.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2026 Annual Sidewalk Program.

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2026 Annual Sidewalk Program (the “Project”); and

WHEREAS, the lowest bid of the three (3) received was from Klunck Masonry, LLC for \$196,700.00; and

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Klunck Masonry, LLC for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 400300-641300 (Capital Projects Fund – Public Works – Sidewalk/Trail Improvements) upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C26-03	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and  
Klunck Masonry, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

#### ARTICLE 1 – WORK

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

#### ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2026 Sidewalk Program**

#### ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 – CONTRACT TIMES

##### 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

##### 4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before August 6, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.

##### 4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: NA.

##### 4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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		Section: 00 52 00	
		Bid Number: C26-03	Page: 2 of 7

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

#### 4.05 *Special Damages*

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

## ARTICLE 5 – CONTRACT PRICE

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

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

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

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

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

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

### 6.03 *Final Payment*

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

### 6.04 *Interest*

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

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 *Contents*

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

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

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

### 8.01 *Contractor's Representations*

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

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

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

#### 8.02 *Contractor's Certifications*

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

#### 8.03 *Standard General Conditions*

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

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

<b>PROJECT MANU</b>			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement
		Section:	00 52 00
		Bid Number:	C26-03

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

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

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

CONTRACTOR:

City of Sheboygan

Klunck Masonry, LLC

By: \_\_\_\_\_  
(signature)  
Name, Title: Ryan Sorenson, Mayor

By: \_\_\_\_\_  
(signature)  
Name, Title: \_\_\_\_\_ (printed)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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### 2026 Sidewalk Program

SECTION	TITLE	Pages
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
	<b>Introductory Information</b>	
00 01 01	Cover	1
00 01 10	Table of Contents	1
	<b>Procurement Requirements</b>	
00 11 13	Advertisement for Bids	1
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	3
00 45 50	List of Subcontractors	1
	<b>Contracting Requirements</b>	
00 52 00	Agreement	6
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	15
<b>01 00 00</b>	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
<b>32 00 00</b>	<b>EXTERIOR IMPROVEMENTS</b>	
32 10 50	Concrete Sidewalk Program	8

2026 Sidewalk Program (#10030642)  
Bid ID C26-03  
Bid Results

Item No.	Item Description	UofM	Quantity	Klunck Masonry LLC	
				Unit Price	Extension
1	Remove and Replace Concrete Sidewalk	SF	21000	\$9.00	\$189,000.00
2	Remove and Replace Concrete Driveway	SF	500	\$9.40	\$4,700.00
3	Excess Root Removal and Gravel Fill	CY	100	\$30.00	\$3,000.00
<b>Total</b>			---	---	\$196,700.00



**AGENDA ITEM MEMORANDUM**

**DATE:** 3/2/2026

**TO:** Public Works Committee

**FROM:** Kevin Jump, PE – City Engineer

**SUBJECT:** Resolution 186-25-26 - Authorizing the appropriate City contract with LaLonde Contractors, Inc. for the 2026 Street Improvements, Erie Avenue (North Taylor Drive – North 19th Street).

ISSUE

Should the Public Works Committee recommend approving the resolution?

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

BACKGROUND/DISCUSSION

This resolution seeks the approval of a construction contract with LaLonde Contractors, Inc. for the completion of the Erie Avenue Street Improvements. Funding for these repairs was included in the 2026-2030 Capital Improvement Plan.

This project proposes roadway and sewer repairs on Erie Avenue between North Taylor Drive and North 19<sup>th</sup> Street. Repairs include replacing damaged and failing concrete pavement, new ADA-compliant sidewalk ramps, and storm and sanitary sewer repairs, and new asphalt pavement.

Improvements will also include a crosswalk at the bus stop near Edenbrook and the US Army Reserve Center. The sidewalk on the southside of Erie Avenue will also be extended to the new crosswalk. The new crosswalk will provide safer pedestrian access from the residential neighborhood to the Taylor Heights Shopping Center.

Construction is expected to begin in June and will be completed this summer.

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

<u>Contractor</u>	<u>Bid Amount</u>
LaLonde Contractors, Inc.	\$1,529,921.24
Vinton Construction Company	\$1,555,133.64
Buteyn-Peterson Construction Company	\$1,585,164.66

LaLonde Contractors, Inc is the lowest responsive bidder. They have provided all the documentation required as part of their bid and they had an Approved Bidder’s Proof of Responsibility on file per City Ordinance. Cooperation between contractor staff and city staff has been excellent on past projects.

DEPARTMENT OF  
PUBLIC WORKS

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920/459-3440  
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

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FUNDING IMPACT

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

\$210,2074.50 of the Bid Price is for Sanitary Sewer Improvements.

IF APPROVED, NEXT STEPS:

If approved, the appropriate City staff will sign the contract, and construction will begin in the coming months.

**CITY OF SHEBOYGAN  
RESOLUTION 186-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**MARCH 9, 2026.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the 2026 Street Improvements, Erie Avenue (North Taylor Drive – North 19<sup>th</sup> Street).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2026 Street Improvements for Erie Avenue from North Taylor Drive to North 19<sup>th</sup> Street, (the “Project”); and

WHEREAS, the lowest bid of the three (3) received was from LaLonde Contractors, Inc. for \$1,529,921.24; and

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

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with LaLonde Contractors, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement

Account No. 400300-641200 \$1,319,713.74  
(Capital Projects Fund – Public Works – Street Improvements)

Account No. 630310-659200 \$ 210,207.50  
(Wastewater – PW Distribution – Equipment Replacement)

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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AGREEMENT  
 BETWEEN OWNER AND CONTRACTOR  
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and  
LaLonde Contractors, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

#### ARTICLE 1 – WORK

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

#### ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2026 Street Improvements, Erie Avenue (North Taylor Drive – North 19<sup>th</sup> Street).

#### ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Cedar Creek Civil, LLC.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 – CONTRACT TIMES

##### 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

##### 4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before October 1, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.

##### 4.03 *Milestones*

A. The intersection at Erie Avenue/ North 25th Street/ Wilgus Avenue may be closed no longer than 26 calendar days. After 26 calendar days, the intersection shall be re-opened to two-way traffic on final concrete pavement.

##### 4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

#### 4.05 *Special Damages*

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

## ARTICLE 5 – CONTRACT PRICE

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

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

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

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

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

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

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

### 6.03 *Final Payment*

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

### 6.04 *Interest*

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

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 *Contents*

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

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2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
  - a. Number 1 dated February 13, 2026.
6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid consisting of 1 page.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed,
  - b. Work Change Directives,
  - c. Change Orders,
  - d. Field Order,
  - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

### 8.01 *Contractor's Representations*

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

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

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

#### 8.02 *Contractor's Certifications*

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

#### 8.03 *Standard General Conditions*

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

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

*(Continued on next page)*

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

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

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

CONTRACTOR:

City of Sheboygan

LaLonde Contractors, Inc.

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name, Title:  
Ryan Sorenson, Mayor

Name, Title: \_\_\_\_\_ (printed)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

By: \_\_\_\_\_  
(signature)

Address for giving notices:  
\_\_\_\_\_

Name, Title:  
Meredith DeBruin, City Clerk

Date: \_\_\_\_\_

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

Approved by: \_\_\_\_\_

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

Date: \_\_\_\_\_

Approved as to form and Execution by: \_\_\_\_\_

(signature)  
Name, Title: Elizabeth Majerus, City Attorney

Date: \_\_\_\_\_



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

**2026 Street Improvements**  
**Erie Avenue**  
**(North Taylor Drive – North 19<sup>th</sup> Street)**

SECTION	TITLE	Pages
00 00 00	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
	<b>Introductory Information</b>	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	<b>Procurement Requirements</b>	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	3
00 45 50	List of Subcontractors	1
	<b>Contracting Requirements</b>	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	15
	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2

<b>PROJECT MANUAL</b>			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents
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SECTION	TITLE	Pages
<b>31 00 00</b>	<b>EARTHWORK</b>	
31 25 00	Erosion Control and Site Maintenance	3
<b>32 00 00</b>	<b>EXTERIOR IMPROVEMENTS</b>	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
<b>33 00 00</b>	<b>UTILITIES</b>	
33 01 31	Sewer Lining	5
33 01 31.1	Sewer Televising - Requirements for Digital Data Delivery	1
33 05 33	Sewer Piping	7
33 05 61	Concrete Manholes, Catch Basins and Inlets	7

## 2026 Street Improvements, Erie Avenue (#9978038)

North Taylor Drive - North 19th Street (Bid No. C26-01)

LaLonde Contractors, Inc.

Item 7.

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
1	COS-1	Mobilization	LS	1	\$44,605.15	\$44,605.15
2	COS-2	Traffic Control	LS	1	\$8,209.00	\$8,209.00
3	COS-3	Traffic Control Detour Route	LS	1	\$5,251.00	\$5,251.00
4	COS-4	Traffic Control Message Boards	Days	28	\$75.00	\$2,100.00
5	COS-5	Construction Staking	LS	1	\$15,250.00	\$15,250.00
6	COS-6	Clearing and Grubbing	LS	1	\$11,500.00	\$11,500.00
7	COS-7	Removing Curb and Gutter	LF	124	\$11.05	\$1,370.20
8	COS-8	Removing Concrete Sidewalk	SY	600	\$10.53	\$6,318.00
9	COS-9	Removing Pavement	SY	4025	\$9.39	\$37,794.75
10	COS-10	Excavation Common (25th Street Intersection)	CY	550	\$29.64	\$16,302.00
11	COS-11	Milling Pavement 2-Inch	SY	17000	\$2.55	\$43,350.00
12	COS-12	Butt Joints	SY	350	\$2.55	\$892.50
13	COS-13	Adjusting Storm Manholes Minor	Each	23	\$650.00	\$14,950.00
14	COS-14	Storm Manhole Castings	Each	23	\$895.00	\$20,585.00
15	COS-15	Adjusting Sanitary Manholes Minor	Each	30	\$650.00	\$19,500.00
16	COS-16	Sanitary Manhole Castings	Each	30	\$1,100.00	\$33,000.00
17	COS-17	Adjusting Inlets Minor	Each	19	\$650.00	\$12,350.00
18	COS-18	Inlet Castings	Each	19	\$900.00	\$17,100.00
19	COS-19	HMA Pavement 4 MT 58-28 S (Binder)	Tons	1640	\$75.30	\$123,492.00
20	COS-20	HMA Pavement 4 MT 58-28 S (Surface)	Tons	1860	\$75.30	\$140,058.00
21	COS-21	Tack Coat (0.06 gal per SY)	Gal	2100	\$3.00	\$6,300.00
22	COS-22	Concrete Sidewalk 4-Inch	SF	7200	\$9.50	\$68,400.00
23	COS-23	Base Aggregate Dense 3/4-Inch	Tons	150	\$29.49	\$4,423.50
24	COS-24	Base Aggregate Dense 1 1/4-Inch	Tons	1700	\$25.99	\$44,183.00
25	COS-25	Concrete Base 7-Inch	SY	2550	\$61.00	\$155,550.00
26	COS-26	Concrete Pavement 7-Inch	SY	1650	\$75.41	\$124,426.50
27	COS-27	Drilled Dowel Bars	Each	900	\$18.81	\$16,929.00
28	COS-28	Drilled Tie Bars	Each	1200	\$14.31	\$17,172.00
29	COS-29	Curb Ramp Detectable Warning Fields, Natural Patina	SF	238	\$43.33	\$10,312.54
30	COS-30	Curb Ramp Detectable Warning Fields, Radial, Natural Patina	SF	306	\$63.00	\$19,278.00
31	COS-31	Concrete Curb and Gutter 24-Inch Exposed Pan	LF	1450	\$49.61	\$71,934.50
32	COS-32	Concrete Curb and Gutter 30-inch Exposed Pan	LF	115	\$51.65	\$5,939.75
33	COS-33	Pedestrian Curb	LF	40	\$66.04	\$2,641.60
34	COS-34	10-Inch Class III RCP Storm Sewer	LF	79	\$109.00	\$8,611.00
35	COS-35	12-Inch Class III RCP Storm Sewer	LF	20	\$113.00	\$2,260.00
36	COS-36	18-Inch Class III RCP Storm Sewer	LF	12	\$124.00	\$1,488.00
37	COS-37	8-Inch PVC Storm Sewer	LF	107	\$93.00	\$9,951.00
38	COS-38	10-Inch PVC Storm Sewer	LF	26	\$120.00	\$3,120.00
39	COS-39	12-Inch PVC Storm Sewer	LF	10	\$145.00	\$1,450.00
40	COS-40	Relay 8-Inch PVC Sanitary Sewer	LF	10	\$290.00	\$2,900.00
41	COS-41	Relay 15-Inch PVC Sanitary Sewer	LF	232	\$310.00	\$71,920.00
42	COS-42	Connect Lateral with 15 X 6 Sanitary Sewer Wye	Each	1	\$1,045.00	\$1,045.00
43	COS-43	Root Cutting and Cleaning of 8" Sanitary Sewer	LF	190	\$4.50	\$855.00
44	COS-44	Sanitary Sewer Lining 8-Inch	LF	1725	\$45.50	\$78,487.50
45	COS-45	Storm Sewer Lining 12-Inch	LF	130	\$66.50	\$8,645.00
46	COS-46	Storm Sewer Lining 18-Inch	LF	790	\$86.75	\$68,532.50
47	COS-47	Storm Sewer Lining 24-Inch	LF	684	\$122.00	\$83,448.00
48	COS-48	Pavement Marking 4-Inch	LF	5300	\$1.55	\$8,215.00
49	COS-49	Pavement Marking Crosswalk 6-Inch	LF	1560	\$2.45	\$3,822.00
50	COS-50	Pavement Marking Crosswalk 24-Inch Zebra Striping	LF	80	\$9.55	\$764.00
51	COS-51	Pavement Marking Stop Bar 12-Inch	LF	130	\$4.75	\$617.50
52	COS-52	Pavement Marking Lane Line 12-Inch	LF	125	\$4.75	\$593.75
53	COS-53	Pavement Marking Words	Each	2	\$150.00	\$300.00
54	COS-54	Pavement Marking Arrows	Each	2	\$125.00	\$250.00
55	COS-55	Pavement Marking Yellow Curb	LF	120	\$9.55	\$1,146.00
56	COS-56	Inlet Protection	Each	48	\$55.00	\$2,640.00
57	COS-57	Rock Bags	LF	155	\$12.00	\$1,860.00
58	COS-58	Silt Fence	LF	250	\$4.00	\$1,000.00
59	COS-59	Topsoil	SY	655	\$8.95	\$5,862.25
60	COS-60	Hydro-Seed	SY	655	\$8.95	\$5,862.25
61	COS-61	Sawing Concrete	LF	4550	\$2.35	\$10,692.50
62	COS-62	RRFB Crosswalk System with Push-Button Control	LS	1	\$17,115.00	\$17,115.00
63	COS-63	Allowance - Televising Video Conversion	LS	1	\$5,000.00	\$5,000.00
<b>Total Contract Amount</b>					---	<b>\$ 1,529,921.24</b>

## AGENDA ITEM MEMORANDUM

DATE: 3-6-26

TO: Public Works Committee

FROM: Travis Peterson – Director of Public Works  
Joel Kolste – Deputy Director of Field Operations

SUBJECT: Resolution 187-25-26 – Authorizing renewal of the Deland Park Beach House use and service agreement between the City of Sheboygan and Second Revolution, LLC.

### ISSUE

Should the Public Works Committee recommend authorizing the appropriate City officials to execute a renewal Use and Services Agreement with Second Revolution, LLC, regarding the use of the Deland Beach House overlooking the Deland Park Beach at 1037 Broughton Drive.

### STAFF RECOMMENDATION

Staff recommends approval of the Use and Services Agreement.

### BACKGROUND/DISCUSSION

On June 18, 2025, the City entered into a one-season agreement with Second Revolution, LLC for the seasonal operation of a water sports and lessons facility within the Deland Beach House. This original agreement included an option to renew the agreement after one year to extend the agreement for additional one-year terms through December 2027.

Upon reviewing the past year and seeing the positive impact this agreement has shown within the community, both parties desire to renew the agreement through December 2027.

The Vendor operates EOS Surf & Outdoor shop on 8<sup>th</sup> Street in Sheboygan which rents paddle boards and kayaks. These same services have now been provided through the operation at Deland Beach House. With these services being offered right on the beach, not only does it provide these amenities at the point of use, but additional benefits have also been realized such as being able to address safety concerns, beach cleanliness, and providing beach users with a point of contact.

The Vendor maintains sole responsibility for securing the Vendor's property and shall pay a \$500 rental fee for each season, along with obtaining the proper insurance dictated by the City.

### FUNDING IMPACT

The City has no committed cost to this agreement and will receive a yearly usage fee of \$500.00.

### IF APPROVED, NEXT STEPS:

The Vendor will start planning operations for the 2026 season.



DEPARTMENT OF  
PUBLIC WORKS

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920/459-3440  
sheboyganwi.gov

**CITY OF SHEBOYGAN  
RESOLUTION 187-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**MARCH 9, 2026.**

A RESOLUTION authorizing the appropriate City officials to approve the renewal of the Deland Park Beach House use and services agreement between the City of Sheboygan and Second Revolution, LLC.

WHEREAS, on June 18, 2025, the City entered into a one-season agreement with Second Revolution, LLC for the seasonal operation of a water sports and lessons facility within the Deland Beach House; and

WHEREAS, the agreement included an option to renew for successive one-year terms through December, 2027; and

WHEREAS, the Parties desire to renew the agreement through December, 2027, due to the positive impact the offering has provided to the community.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to approve the renewal of the Deland Park Beach House use and services agreement between the City of Sheboygan and Second Revolution, LLC for two one-year terms expiring December, 2027.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

## AGENDA ITEM MEMORANDUM

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**DATE:** 3-6-26

**TO:** Public Works Committee

**FROM:** Travis Peterson – Director of Public Works  
Joel Kolste – Deputy Director of Field Operations

**SUBJECT:** Resolution 188-25-26 – Resolution to accept and approve the installation of a donated sculpture by the family of Don and Dawn Belleau at Sheboygan's Peace Park.

### ISSUE

Should the Public Works Committee recommend approval of acceptance of a sculpture donation to be placed in Peace Park.

### STAFF RECOMMENDATION

Staff recommends approval and acceptance of the sculpture donated by the family of Don and Dawn Belleau to be placed in Sheboygan's Peace Park.

### BACKGROUND/DISCUSSION

The Department of Public Works staff has been working with Ann Reinthaler who on behalf of the family of Don and Dawn Belleau has requested the placement of a sculpture that has been donated by the family to be installed at Sheboygan's Peace Park.

Ann Reinthaler has worked with the Peace Park Committee on this project and has received approval for the design and proposed install location within Peace Park. The anticipated installation location is proposed within one of the flower beds on the Northeast side of the park.

The Department of Public Works has reviewed the design and believes the sculpture matches the overall theme of the park. Final approval of the installation location will be by the Director of Public Works.

### FUNDING IMPACT

No Funding Impact.

### IF APPROVED, NEXT STEPS:

Upon Council approval, completion of the Gift / Donation Acceptance Form, and approval of the install location by the Director of Public works, the sculpture may be placed in Sheboygan's Peace Park.



DEPARTMENT OF  
PUBLIC WORKS

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920/459-3440  
sheboyganwi.gov

**CITY OF SHEBOYGAN  
RESOLUTION 188-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**MARCH 9, 2026.**

A RESOLUTION authorizing the appropriate City officials to accept a sculpture donation to be placed in the Sheboygan Peace Park.

WHEREAS, Ann Reinthaler met with Public Works staff and on behalf of the children of Don and Dawn Belleau, who would like to donate and install at no cost to the City a five foot high metal sculpture of a heart with two birds on it; and

WHEREAS, the sculpture would be placed in a flower bed on the northeast side of the park in a location approved by the Public Works Director’s designee; and

WHEREAS, the cost of the sculpture is estimated by Ann Reinthaler to be between \$8,000 and \$12,000; and

WHEREAS, the Department of Public Works staff believe that the sculpture matches the overall theme of the Peace Park.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works is authorized to act on behalf of the City of Sheboygan to accept a sculpture donation to be placed in the Sheboygan Peace Park.

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

6 March 2026

To: Mayor of Sheboygan and Sheboygan Public Works Committee

As the Landscape Architect for the Sheboygan Peace Park, I have been asked to evaluate the addition of a new sculpture for the park. After reviewing the pictures and specifications for the sculpture, it would be a great asset to the park. The theme of the piece fits with the mission statement and goals of the park. It will look great in the summer and winter landscape.

The peace park committee and the donor of the sculpture wanted a piece that represents the theme of the park and the City of Sheboygan. The piece of art will be a great addition to that goal.

Respectfully Submitted.

Kelly W, Bahrs, Owner and Registered Landscape Architect #336-14

Kelly's landscape Design

5913 Sampe Road

Manitowoc, Wisconsin 54220

920-918-2612

kellyslandscapedesign@yahoo.com

*To inspire a more peaceful world through  
the development and beautification  
of Peace Park Sheboygan*

March 6, 2026

To the members of the Public Works Committee:

Since 2018, Board members of Friends of Peace Park Sheboygan, have been developing plans to enhance and beautify Peace Park. For the past year or more, we've been thinking of putting a sculpture in the park. We realized we'd need to involve Greenscape Landscaping in the planning, siting, and in obtaining cost estimates for installation. Greenscape has done all the landscaping and hardscaping at Peace Park since the project began in 2018.

Speaking with Annie Reinthaler one day while pulling weeds at the Park, we mentioned the idea to her. (Annie and her husband Bob are owners of Greenscape.) Annie had been thinking about some way she could honor her parents Don and Dawn Belleau and liked the idea of the sculpture. Soon after that conversation, she and Bob offered to purchase the sculpture and cover the cost of the installation.

A sculpture that Annie and Bob had seen in Door County was chosen from among several designs that were considered because of its simplicity and elegance. The message of love and peace it conveys will enhance the park for generations, thanks to the durable materials the artist uses.

Three inscribed plaques will further enhance the message of peace with the following texts:

*All that is not given is lost. Rabindranath Tagore*

*He is richest who is content with the least. Socrates*

In loving memory of those whose love shaped us, whose wisdom taught us and whose strength continues to guide us toward peace.

In conclusion, we wholeheartedly support accepting the donation of the proposed sculpture for Sheboygan Peace Park.

Friends of Peace Park Board Members

Claudia J. Bricks  
Co-President

Mary Kay Vincent Samet  
Co-President

Frank Koczan  
Treasurer

Mary Koczan  
Acting Secretary/Member at Large

EXHIBIT C Gift/ Donation Acceptance Form



GIFT/DONATION ACCEPTANCE FORM

City of Sheboygan

Name of Donor(s): Children of Dan and Dawn Belleau

Address: Contact: Annie Reintaler, 4837 Stonefield Road

City, State, Zip: Sheboygan, WI 53083

Phone Number: 920 377 1460

Description of Gift/Donation: Dale Rogers Sculpture - Stainless Steel Birds *Corten Steel Heart*

Gift/Donation Amount (FMV): 8,000-12,000

Intended Use/Restrictions: Sculpture - Sheboygan Peace Park. *bed on NE side. within plant*

NOTE: Gift/Donation is tax deductible to the extent allowable by law. It is the responsibility of the donor to determine fair market value of this gift/donation.

\*The following section is to be completed by The City of Sheboygan\*

Department Head Signature

Date

City Attorney Approval

Date

Finance Director Signature

Date

City Administrator Signature

Date

**Monetary Receipt Information:**

GL Account Recorded To: \_\_\_\_\_

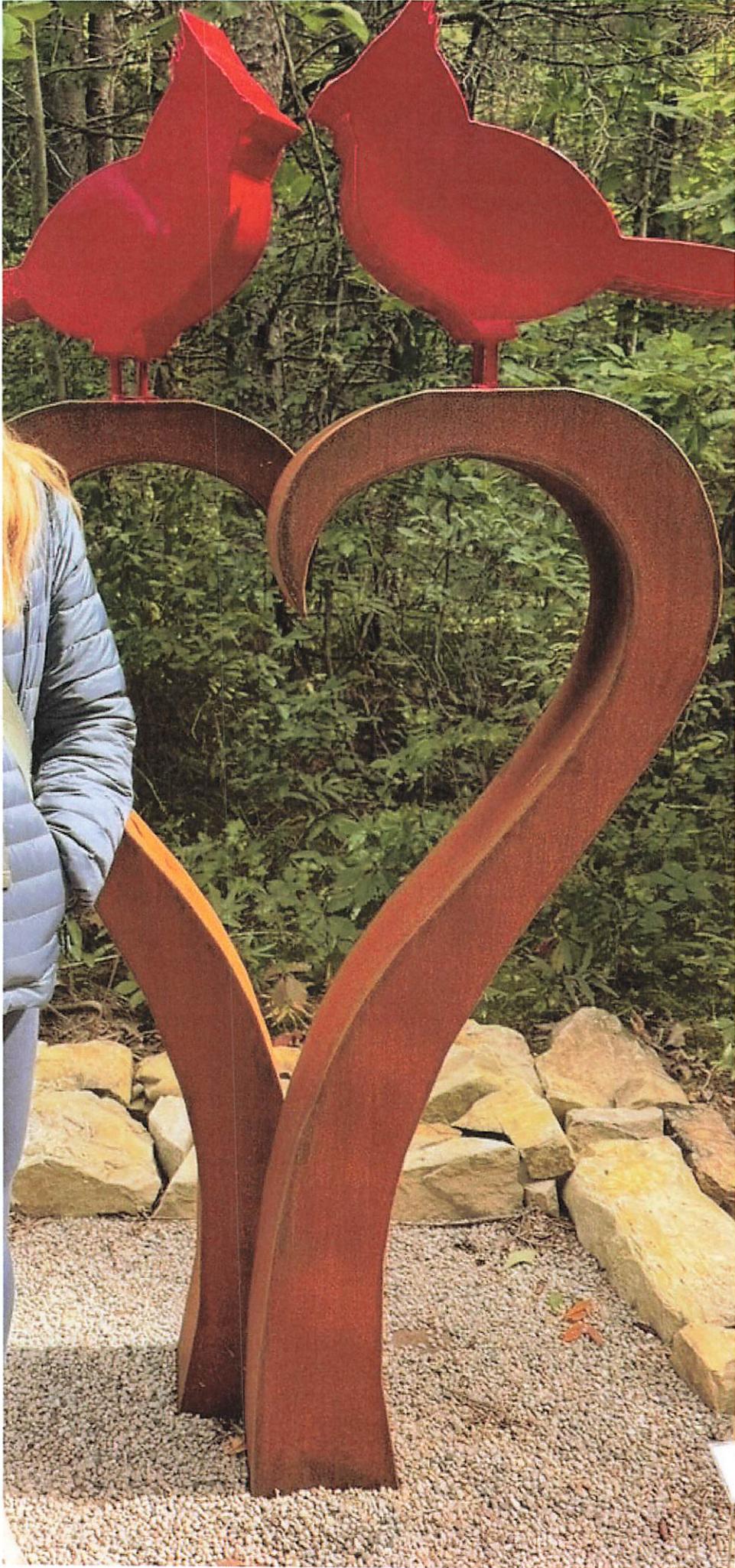
Date: \_\_\_\_\_

Receipt #: \_\_\_\_\_

**Asset Information:**

Accounting System Asset # Assigned: \_\_\_\_\_

Date: \_\_\_\_\_







He is the one who  
is the  
forever

In the memory of our dear  
one who has passed  
away we have placed  
this memorial garden  
in your honor.

He is richest who  
content with the  
Secrets

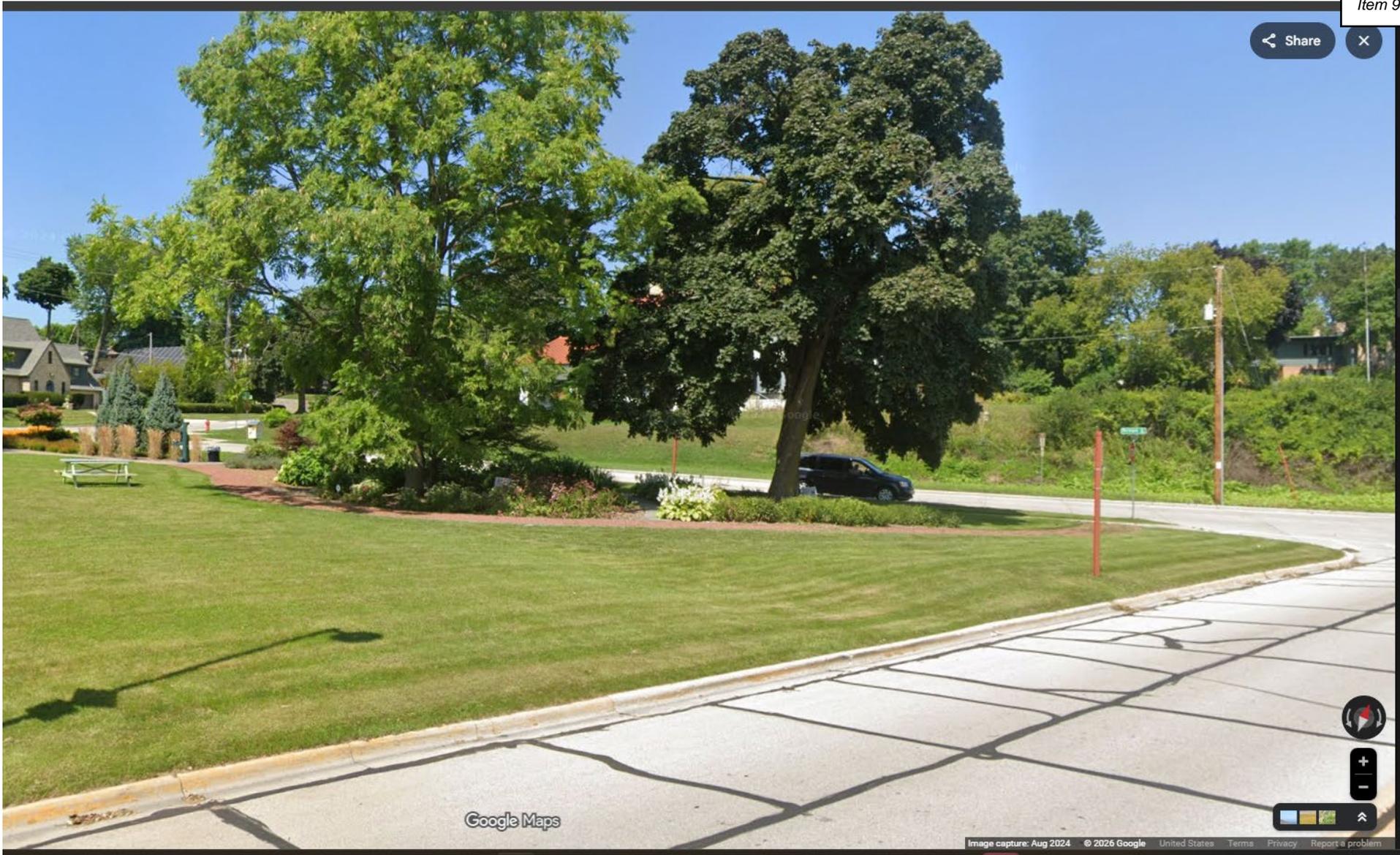
All that is not  
given is lost.

*-Rabindranath Tagore*

He is richest  
who is content  
with the least.

*-Socrates*

In loving memory of those  
whose love shaped us,  
whose wisdom taught us, and  
whose strength continues  
to guide us toward peace.



**CITY OF SHEBOYGAN  
RESOLUTION 191-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**MARCH 9, 2026.**

A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan, Lakeland University, and Kohler Credit Union regarding the 2026 Memorial Day parade.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan, Lakeland University, and Kohler Credit Union, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, LAKELAND UNIVERSITY,  
AND KOHLER CREDIT UNION REGARDING  
THE 2026 MEMORIAL DAY PARADE IN SHEBOYGAN, WISCONSIN

This Agreement is between the City of Sheboygan (“City”), a municipal corporation with offices located at 828 Center Avenue, Sheboygan, Wisconsin; Lakeland University, Inc. (“Lakeland”), a non-stock corporation with offices located at W3718 South Drive, Plymouth, Wisconsin; and Kohler Credit Union (“KCU”), a not-for-profit financial cooperative, with offices located at 5727 Superior Avenue, Sheboygan, Wisconsin.

WITNESSETH:

WHEREAS, Sheboygan has a proud tradition of hosting an annual Memorial Day Parade and Fountain Park Ceremony (“Parade”) to honor fallen service members; and

WHEREAS, the City desires to contract with an entity to provide the necessary services to organize and conduct the Parade and to obtain a sponsor to fund the costs of event planning services; and

WHEREAS, Lakeland desires to continue providing the City with Event Management Services under the terms of this Agreement; and

WHEREAS, KCU desires to continue sponsoring costs for Event Management Services under the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. KCU’s Responsibilities:

- a. By January 31, 2026, KCU shall remit sponsorship payment of \$3000.00 to Lakeland.

2. Lakeland’s Responsibilities.

- a. Lakeland shall assume responsibility for organizing, promoting, and executing the Parade. This includes but is not limited to:

i. Coordination and management of all pre-Parade logistics, including but not limited to:

1. Negotiations for services and management of all necessary suppliers such as portable restrooms during the Parade, fencing, seating and set-up, electrical fulfillment; and any other supplier relationship that may be necessary to successfully manage the event. Any agreements entered into for supplies and/or services shall be between the third party and Lakeland.
2. Timely obtaining all necessary permits, licenses, and permissions necessary to ensure that proper resources and notifications are agreed

to in advance by all parties and City departments involved in the Parade.

ii. Coordination and management of Parade-day logistics, including but not limited to:

1. Coordination and collaboration with the Sheboygan Police Department, Sheboygan Department of Public Works, and other municipal departments, as necessary, to ensure public safety and proper use and need for City equipment and services such as public park use, traffic control, trash and recycling services, street closures, crowd control.
2. Parade logistics such as participant staging, parade entry, line-up coordination, and official Parade announcements which shall include 3 social media posts tagging Kohler Credit Union as well as coordinating with the Sheboygan Department of Public Works and other city officials as appropriate, the placement of the KCU branded banner at the Kohler Memorial Drive/Erie Avenue location established by the City of Sheboygan.
3. Lakeland University will also ensure prominent placement of KCU's logo on the Fountain Park Ceremony Program and ensure those leading the program recognize KCU as the financial supporter of the day's events.

iii. Oversight of post-Parade clean-up activities

- b. Lakeland shall assume responsibility for the means, methods, techniques, sequences, and procedures by which it undertakes its responsibilities.
  - c. Lakeland shall comply and shall ensure that all participants, vendors, agents, and other third parties working in concert with Lakeland, comply with all applicable health guidance issued by Sheboygan County, the State of Wisconsin, or the Federal Government in effect on the day of the Parade.
3. City Responsibilities.
- a. City shall provide the following at no cost:
    - i. Use of Fountain Park for the post-parade ceremony;
    - ii. Use of City streets and lots, upon approval of a special event permit request submitted by Lakeland. The City shall waive the special event permit fee if the application is timely submitted (at least 60 days prior to parade);
    - iii. Police aid for traffic and crowd control throughout the Parade;
    - iv. Department of Public Works support and equipment

#### 4. General Provisions.

- a. Access to Records. The parties recognize that the City is bound by the Wisconsin Public Records Law. To the extent such laws apply to records relating to this Agreement, Lakeland and KCU agree to cooperate with the City in locating and releasing records subject to release under Wisconsin law.
- b. Assignment. No party shall assign, transfer, convey, pledge, sublet, or otherwise dispose of its interest in this Agreement without the prior consent of the other parties in writing.
- c. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other parties: That the execution 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.
- d. Compliance with All Laws. In performing the services under this Agreement, the parties shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.
- e. Conflict of Interest. Each party declares that it has no present interest, nor shall it acquire any interest—direct or indirect—which would conflict with the performance of the responsibilities set forth in this Agreement. The parties agree that no person having any such interest shall be employed in the performance of this Agreement.
- f. Default. Should any party be in default of the terms and provisions of this Agreement, and should such default continue for more than 30 days after written notice of the default from a non-defaulting party, then a non-defaulting party may terminate this Agreement upon written notice to the other parties.
- g. 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.
- h. Hold Harmless/Indemnification. To the extent permitted by law, Lakeland shall hold harmless, defend, and/or indemnify KCU and the City from any and all claims, actions, suits, charges, awards, fines, labor disputes, charges or costs of any kind or character including attorney's fees and court costs that arise, or may arise, out of Lakeland's performance or non-performance of any term, obligation, service, or condition as set forth in this Agreement. Nothing in this Agreement is intended to waive immunities, liability limitations, and protections available to any Party under law.
- i. Independent Contractor. The parties to this Agreement are not partners. During the entire term of this Agreement, the relationship between the parties shall be that of independent contractors. No personnel, agent, or subcontractor of one party shall represent themselves to be an employee or otherwise affiliated with any other party to this Agreement.

- j. Intent to be Bound. Each party binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other parties to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other parties in respect to all provisions of this Agreement.
- k. Limitation of Authority. Except as may be specifically provided for with respect to event management services, Lakeland shall have: (1) no power to solicit proposals, bids, or contracts on behalf of the City and (2) no authority to bind the City or act on the City’s behalf in any manner whatsoever. Lakeland’s authority is hereby limited to those duties and responsibilities specifically enumerated herein.
- l. Modifications. This Agreement may be modified or amended by the parties at any time, provided such changes are mutually agreed to, in writing, and signed by all parties.
- m. Nondiscrimination.
  - a. In connection with the performance of the services under this Agreement, Lakeland agrees not to discriminate against any employee or applicant for employment on the basis 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. 111.32(13m)), or national origin. This provision shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Lakeland further agrees to take affirmative action to ensure equal employment opportunities.
  - b. The selection of participants in the Event shall be done on a basis that does not discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.
- n. Notice. Any notice required by this Agreement shall be made in writing to the parties as addressed below:

<u>City</u> City Clerk City of Sheboygan 828 Center Ave. Sheboygan, Wisconsin 53081	<u>KCU</u> Kirsten Coenen Kohler Credit Union 5727 Superior Ave. Sheboygan, WI 53083	<u>Lakeland</u> Jamie Schramm Lakeland University W3718 South Drive Plymouth, WI 53073
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This shall not be construed to restrict the transmission of routine communications between representatives of the parties.

- o. Other Sponsors. The Parties anticipate that KCU will be the only sponsor for the Event. If, during the course of planning the Event, one or more Parties believe that additional sponsors are appropriate, both KCU and the City must consent in writing to any additional sponsor. The Mayor shall have the authority to make this consent on behalf of the City.

- p. 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 Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- q. Term. This Agreement shall cover the 2026 Event only. This Agreement shall begin upon its execution by all parties, and shall continue until July 15, 2026. The parties may extend this Agreement for up to three successive years by mutual written agreement. In such case, successive terms shall be effective January 1 and expire July 15.
- r. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.
- s. 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—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the dates written below.

**CITY OF SHEBOYGAN**

**LAKELAND UNIVERSITY, INC.**

BY: \_\_\_\_\_  
Ryan Sorenson  
Mayor

BY: \_\_\_\_\_  
Beth Borgen  
President, Lakeland University

ATTEST: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**KOHLER CREDIT UNION**

BY: \_\_\_\_\_  
Kristina Wandschneider, SVP - Marketing

DATED: \_\_\_\_\_