



# TWENTY-THIRD REGULAR COMMON COUNCIL MEETING AGENDA

March 02, 2026 at 6:00 PM

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

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Notice of the 23rd 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.wcsssheboygan.com/vod](http://www.wcsssheboygan.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: 252 785 394 755 9

Passcode: rc6fA65w

## OPENING OF MEETING

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

**4. Approval of Minutes**

Twenty- Second Regular Council Meeting held on February 16, 2026

**5. Confirmation of 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. **Public Forum**

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

7. **Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

## CONSENT

**8.** Report 51-25-26 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

- 9.** Res. No. 166-25-26 by Alderpersons Rust and Boorse approving alcohol beverage/tobacco licenses.

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

- 10.** Res. No. 180-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to enter into a Professional Services Agreement with EPLEX, LLC for project plan review services.

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 11.** Res. No. 177-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to take actions necessary to purchase a release of restriction from Union Pacific to support the Mayline Redevelopment Project.

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 12.** Res. No. 176-25-26 by Alderpersons Mitchell and Perrella adopting the 2026 Limited Term Position Compensation Rates effective March 1, 2026.

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 13.** Res. No. 171-25-26 by Alderpersons Mitchell and Perrella authorizing entering into a First Amendment to Redevelopment Agreement with Partners for Community Development, Inc.

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 14.** Res. No. 169-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute a professional services agreement with Arbinger Institute, Inc. for leadership training.

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 15.** Res. No. 168-25-26 by Alderpersons Mitchell and Perrella authorizing the continuation of the self-insured worker's compensation program.

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 16.** Res. No. 167-25-26 by Alderpersons Mitchell and Perrella adopting the 2026 Seasonal Employee Compensation Rates effective March 1, 2026.

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 17.** 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.

Voted 5-0 by Public Works Committee to recommend adoption

- 18.** 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.

Voted 5-0 by Public Works Committee to recommend adoption

- 19.** Res. No. 172-25-26 by Alderpersons 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).

Voted 5-0 by Public Works Committee to recommend adoption

## **REPORTS**

- 20.** Report 50-25-26 by City Clerk submitting a license application.

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to file the report and deny the license application

## **RESOLUTIONS**

- 21.** Res. No. 178-25-26 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with Harbor View Lofts, LLC for the property located at 636 Wisconsin Avenue, and further authorizing the issuance of taxable tax increment project municipal revenue obligation (Lot 1).

Voted 5-0 by Finance and Personnel Committee to recommend adoption

- 22.** Res. No. 179-25-26 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with Harbor View Lofts, LLC for the property located at 636 Wisconsin Avenue, and further authorizing the issuance of taxable tax increment project municipal revenue obligation (Lot 2).

Voted 5-0 by Finance and Personnel Committee to recommend adoption

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

Voted 5-0 by Public Works Committee to recommend adoption

- 24.** Res. No. 173-25-26 by Alderpersons Mitchell and Perrella adopting the Mayor's International Committee Travel Policy.

Voted 4-0-1 by Finance and Personnel Committee to recommend adoption

## **GENERAL ORDINANCE**

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

Voted 7-0 by City Plan Commission to recommend adoption

## **OTHER MATTERS AUTHORIZED BY LAW**

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

- 26.** Next scheduled meeting: March 16, 2026 at 6:00 p.m.

## **ADJOURN MEETING**

### **27. 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-SECOND REGULAR COMMON COUNCIL MEETING MINUTES

Monday, February 16, 2026

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## OPENING OF MEETING

**1. Call to Order**

**2. Roll Call**

Alderspersons present: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Mitchell, Perrella, Rust – 9.

Aldersperson excused: Menzer – 1.

**3. Pledge of Allegiance**

**4. Approval of Minutes**

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

MOTION TO APPROVE MINUTES

Motion made by Dekker, Seconded by Perrella.

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

**5. Mayoral Appointments – Lays over**

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

MOTION TO CONFIRM

Motion made by Dekker, Seconded by Perrella.

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

**7. Public Forum**

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

**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.

### MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Perrella.

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

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.

### MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Perrella.

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

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.

### MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Perrella.

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

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.

### MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Perrella.

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

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.

### MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

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

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

### MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

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

- 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.

MOTION TO ADOPT THE RESOLUTION  
 Motion made by Dekker, Seconded by Perrella.  
 Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Mitchell, Perrella, Rust – 9.

- 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.

MOTION TO ADOPT THE RESOLUTION  
 Motion made by Dekker, Seconded by Perrella.  
 Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Mitchell, Perrella, Rust – 9.

- 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.

MOTION TO ADOPT THE RESOLUTION  
 Motion made by Dekker, Seconded by Perrella.  
 Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Mitchell, Perrella, Rust – 9.

- 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.

MOTION TO ADOPT THE RESOLUTION  
 Motion made by Dekker, Seconded by Perrella.  
 Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Mitchell, Perrella, Rust – 9.

**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”).

MOTION TO ADOPT THE RESOLUTION  
 Motion made by Dekker, Seconded by Rust.  
 Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Mitchell, Perrella, Rust – 9.

**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

Item 4.

**OTHER MATTERS AUTHORIZED BY LAW – None.**

**TENTATIVE DATE OF NEXT REGULAR MEETING**

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

**ADJOURN MEETING**

23. Motion to Adjourn  
MOTION TO ADJOURN AT 6:39 PM  
Motion made by Dekker, Seconded by Perrella.  
Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Mitchell, Perrella, Rust – 9.



February 4<sup>th</sup> 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 6<sup>th</sup> 2026.

Ryan Sorenson  
Mayor

Casey Bradley  
City Administrator

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
[www.sheboyganwi.gov](http://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: 10<sup>th</sup> Mountain Division, Ft. Drum, NY** 2002-2007
    - Honorable Discharge

**CITY OF SHEBOYGAN  
REPORT 51-25-26**

**BY BOARD OF LICENSE EXAMINERS.**

**MARCH 2, 2026.**

Submitting applications for Building Contractor Licenses already granted:

6734	Seth P Steffen 1395 Stand Hill Cir West Bend, WI 53090-8209	Carpenter Contractor
34933	Brian L Van Wageningen 386 Niagara St Kiel, WI 53042-1692	Carpenter Contractor

**CITY OF SHEBOYGAN  
RESOLUTION 166-25-26**

**BY ALDERPERSONS RUST AND BOORSE.**

**FEBRUARY 23, 2026.**

A RESOLUTION approving alcohol beverage/tobacco licenses.

WHEREAS, the following applicant(s) have completed the necessary forms required by the Wisconsin Department of Revenue and/or the City of Sheboygan for applying for an alcohol beverage/tobacco license; and

WHEREAS, the applicant(s) have been provided a list of necessary requirements that must be completed before issuance of such license; and

WHEREAS, City Staff has reviewed the license application(s) and recommends the Common Council grant the alcohol beverage/tobacco licenses for the following applicant(s) contingent upon approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.

CHANGE OF AGENT

Sherryl Hoffman is replacing Patricia McCune as agent effective immediately for Walgreens #12020 located at 2702 Calumet Drive.

CHANGE OF PREMISE

Suscha's Bar. 1054 Pennsylvania Avenue (License No. 3186) Change of premise April 25, 2026 to include current premise and entire parking area north and east of the building.

Suscha's Bar. 1054 Pennsylvania Avenue (License No. 3186) Change of premise May 2, 2026 to include current premise and entire parking area north and east of the building.

Suscha's Bar. 1054 Pennsylvania Avenue (License No. 3186) Change of premise May 30, 2026 to include current premise and entire parking area north and east of the building.

Big Mikes. 911 Indiana Avenue (License No. 3159) Change of premise May 2, 2026 to include current premise and front and back of building.

“CLASS B” LIQUOR LICENSE (June 30, 2026) (NEW)

Franks End Zone LLC (The End Zone). 904 Indiana Avenue. License No. 3772.

CLASS “B” BEER LICENSE (June 30, 2026) (NEW)

Sheboygan Blue Line Association, Inc. (Sheboygan Lakers Ice Center). 1202 S. Wildwood. License No. 2633.

“CLASS C” LICENSE (June 30, 2026) (NEW)

Sheboygan Blue Line Association, Inc. (Sheboygan Lakers Ice Center). 1202 S. Wildwood. License No. 2633.

NOW, THEREFORE, BE IT RESOLVED: The Common Council does grant the alcohol beverage/tobacco license(s) for the following applicant(s) contingent upon approvals, inspections, insurance, payment of license fees and meeting Wisconsin State Statute requirements and Sheboygan Municipal Code.

BE IT FURTHER RESOLVED: That the City Clerk be authorized to issue the license(s) after the applicant(s) satisfy the contingency.

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 180-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**FEBRUARY 23, 2026.**

A RESOLUTION authorizing the appropriate City officials to enter into a Professional Services Agreement with EPLEX, LLC for project plan review services.

WHEREAS, City staff desires to better support development and redevelopment efforts by providing more timely project plan review services relating to the construction, addition, relocation, alteration, change of occupancy and/or repair of buildings, structures, parking lots, building components, and building systems; and

WHEREAS, by partnering with EPLEX, LLC, staff will be able to review plans within fifteen (15) business days; and

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute the Professional Services Agreement with EPLEX, LLC of Brookfield, Wisconsin, for the review of project plans.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to draw funds from Acct. No. 101240-531100 (General Fund – Building Inspection - Contracted Services) in payment of the project plan review services.

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

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is entered into by and between City of Sheboygan, a Wisconsin municipality (“Client”) and EPLEX, LLC, a Wisconsin limited liability company (DBA E-Plan Exam) (“Consultant”), as of the date on which the last Party hereto executes this Agreement (as set forth on the signature page of this Agreement) (the “Effective Date”). Client and Consultant may each be referred to herein as a “Party”, and collectively as the “Parties”.

### RECITALS

WHEREAS Client desires to retain Consultant to perform the services listed in **Exhibit A**, attached hereto (the “Services”), and Consultant is willing to perform the Services, in accordance with the terms of this Agreement.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Consultant agree as follows:

1. **CERTAIN DEFINITIONS**. In addition to other terms defined throughout this Agreement, the following capitalized terms used herein shall have the following meanings:
  - a. “**Accepted Project**” means a Project for which Consultant has agreed to perform Services. Consultant shall be deemed to have agreed to perform Services for a Project if, and upon such time that, (i) Consultant has accepted such Project, (ii) Consultant is in receipt of all information and documentation required to perform the Services with respect to such Project (as determined in Consultant’s sole discretion), (iii) Consultant has been paid all applicable Fees that are payable to Consultant with respect to such Project, and (iv) if such Project is a Client Reserved Project, Client has elected not to (or is deemed to have elected not to), perform plan reviews or other actions that would otherwise fall within the scope of the Services with respect to such Project in accordance with Section 3(a) (the date on which such acceptance occurs is the “**Project Acceptance Date**”).
  - b. “**Base Fees**” means, collectively, the Commercial Plan Base Fees, the Stormwater Base Fees and the Exterior Plumbing Base Fees (as such terms are defined on **Exhibit B**).
  - c. “**Client Reserved Project**” means any Project described on **Exhibit C**. For the avoidance of doubt, no Client Reserved Project will include or consist of any Project (i) involving any building or structure that exceeds any Project Review Threshold, (ii) unless expressly set forth on **Exhibit C**, listed in Table 382.20-2 of Section 382.20 of the Wisconsin Administration Code or (iii) involving the reviewing of plans for fire alarm and/or sprinkler systems.
  - d. “**Consultant Exclusive Project**” means any Project (i) involving any building or structure that exceeds any Project Review Threshold, (ii) listed in Table 382.20-2 of Section 382.20 of the Wisconsin Administration Code, (iii) involving the reviewing of plans for fire alarm and/or sprinkler systems, and/or (iv) that is not a Client Reserved Project.
  - e. “**Department**” means the Wisconsin Department of Safety and Professional Services.

- f. “Project” means any individual construction, addition, relocation, alteration, change of occupancy and/or repair project with respect to any building, structure, parking lot, building component and/or building system within Client’s jurisdictional boundary for which a plan review request is submitted to Consultant and that meets the definition and criteria of a “Place of Employment” or “Public Building” as such terms are defined in Wis. Stat. §§ 101.01(11) and 101.01(12), respectively.
- g. “Project Review Threshold” means (i) with respect to any Project involving any new construction of a building or structure, 5,000 square feet of the floor area of such building or structure (as applicable), (ii) with respect to any Project involving an addition to an existing building or structure, 5,000 square feet of the floor area of such addition and (iii) with respect to any Project involving solely alteration work of an existing building or structure, 10,000 square feet of floor area of such building or structure (as applicable).

## 2. SCOPE OF SERVICES.

- a. Consultant shall perform the Services for the Accepted Projects (i) using one or more service providers that are licensed in the State of Wisconsin and (ii) in accordance with industry-standard levels of competency in the state and municipality in which the Services are to be performed.
- b. Subject to Section 4(e), Consultant shall complete the Services with respect to any Accepted Project within fifteen (15) business days following the Project Acceptance Date. For the avoidance of doubt, if Consultant requires additional documentation or information to complete the Services with respect to an Accepted Project (as determined in Consultant’s sole discretion), then such fifteen (15) business day period may be tolled by Consultant and such period shall only resume once Consultant is in receipt of such additional documentation or information.
- c. Client shall exclusively use Consultant to perform the Services with respect to any Consultant Exclusive Project, and Client agrees that it shall not perform (or engage any other person or entity to perform, other than the Department) any plan reviews or take any other action that would otherwise fall within the scope of the Services for any Consultant Exclusive Project.
- d. Client is not required to accept Consultant’s approval or disapproval of the plans for any Project for which Consultant performs Services hereunder. Notwithstanding the foregoing, Consultant will be entitled to retain all applicable Fees paid to Consultant hereunder with respect to the Services that Consultant performed.

## 3. CLIENT RESERVED PROJECTS.

- a. Client shall have the right to independently perform plan reviews and take any other action that would otherwise fall within the scope of the Services with respect to any Client Reserved Project. Within five (5) business days following the submission of a plan review to Consultant for a Project that constitutes a Client Reserved Project, Consultant shall notify Client of such submission. Within five (5) business days following such notice, Client shall notify Consultant in writing whether Client elects to perform the plan review and/or any other action that would

otherwise fall within the scope of the Services with respect to such Client Reserved Project. If Client either (i) fails to provide such notice within such five (5) business day period, or (ii) elects not to perform such plan review and/or other action. If Client elects to perform such plan review and/or other actions with respect to such Project, then Client shall be solely responsible and liable for all plan reviews and all other obligations, and Consultant shall have no obligations of any kind or nature, with respect to any Project that Client has elected to perform (and such Project shall not constitute an Accepted Project).

- b. Notwithstanding anything to the contrary in this Agreement, Client may only perform plan reviews with respect to any Project if Client conducts such plan reviews using one or more qualified individuals that maintain the license(s) required to perform such plan reviews (without reliance on any of Consultant's or any of its personnel's licenses, or any requirement for Consultant to oversee such plan reviews) for the applicable Project and are in good standing with the applicable licensing authority.
- c. Client may request that the Department perform any plan review with respect to any Project in lieu of Consultant, in which case Consultant shall have no obligations of any kind or nature with respect to such Project.

#### 4. CLIENT OBLIGATIONS.

- a. Client shall take all actions necessary to either (i) receive delegated authority from the Department to perform building inspection services, or (ii) become an appointed agent of the Department to examine plans and make inspections for building and alterations for Projects of unlimited size, in each case pursuant to the applicable provisions of Wis. Stat. § 101.12 (in either such case, an "Appointed Agent"). Client shall comply in all respects with all applicable statutes, codes and regulations pertaining to obtaining or maintaining its status as an Appointed Agent including, without limitation, adopting or amending any applicable ordinances. Consultant agrees to provide commercially reasonable assistance to Client with respect to obtaining Appointed Agent status, provided that (y) all out of pocket fees and expenses incurred by Consultant shall be promptly reimbursed by Client, and (z) Consultant shall have no obligation to commence or participate in any legal action or similar proceeding in connection therewith.
- b. Client shall be solely responsible for determining the requirements for the commencement of any Project including, without limitation, any and all required documentation, approvals, permits, bonds, zoning compliance, historical review and architectural review board approvals with respect to any such Project.
- c. Client shall provide (whether or not requested by Consultant), in a timely manner and (if applicable) promptly upon Consultant's request, all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation and information reasonably required to perform the Services.
- d. Client shall employ or retain, at its sole cost and expense, a sufficient number of licensed and credentialed inspectors to the extent required by the Department to obtain, or maintain (as applicable), Appointed Agent status.

- e. Notwithstanding anything to the contrary, any deadline for the performance of Services by Consultant shall be extended to the extent, and for the duration, that Client fails to comply with any provision of this Section 4.

5. FEES; INVOICES.

- a. In consideration of Consultant performing the Services, Consultant shall be entitled to the applicable fees for the Services performed as set forth on Exhibit B (the “Fees”). Fees are payable in full to Consultant by the applicant of a Project (an “Applicant”) prior to Consultant’s commencement of Services with respect to such Project; provided, however, that if such applicant fails to pay the applicable Fees with respect to any Project for which Consultant performs Services for any reason as reasonably determined by Consultant (including, without limitation, in the event of a bounced or fraudulent check or credit charge), then Client shall be responsible for paying and shall promptly pay the Fees for such Services directly to Consultant. For the avoidance of doubt, Consultant shall not be required to (i) initiate any litigation or collections proceeding against any Applicant, (ii) engage any collections agency or other third party, or (iii) otherwise incur any out-of-pocket fees or expenses of any kind or nature, in each case for the purpose of collecting any amounts owed by any Applicant.
- b. On each three (3) year anniversary of the Effective Date (each, a “Fee Escalation Anniversary”), Consultant and Client agree to negotiate in good faith a reasonable increase in the Base Fees. If Consultant and Client are not able to agree on a reasonable increase in the Base Fees within the ninety (90) day period following an applicable Fee Escalation Anniversary, then the Base Fees will automatically increase upon the expiration of such ninety (90) day period based on the most recent increase of the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) from the last time that Base Fees were increased or established (as applicable), as determined by Consultant in its reasonable discretion.
- c. Within fifteen (15) days following the end of each month during the term of this Agreement, Consultant shall deliver to Client an invoice (which shall include applicable supporting documentation) setting forth (i) the amount of Fees owed to Consultant for Services performed during the previous month, (ii) the amount of Fees actually collected by Consultant during the previous month, (iii) Client’s portion of the Base Fees (as set forth on Exhibit A) actually collected by Consultant during the previous month and (iv) any incidental charges or out-of-pocket expenses that are reimbursable by Client in accordance with the terms of this Agreement and the Exhibits hereto (collectively, “Reimbursable Costs”). Client shall have the right to dispute any item set forth on any such invoice during the fifteen (15) day period following the date such invoice was issued, in which case the Parties agree to negotiate in good faith to attempt to resolve such dispute. If Client does not dispute any item on an invoice within such fifteen (15) day period, then Client shall be deemed to have waived its right to dispute such invoice.
- d. Within forty-five (45) days following the date of such invoice, Consultant shall remit to Client its portion of the Base Fees (as set forth on Exhibit A) actually collected by Consultant during the previous month in accordance with the written instructions of Client.

- e. Within fifteen (15) days following Consultant's delivery of an invoice to Client, Client shall pay to Consultant the amount of any Reimbursable Costs set forth on such invoice.
6. DOCUMENT AND PLAN SUBMISSIONS. Client shall take all reasonable efforts necessary, including, without limitation, adopting any ordinances, to permit and enable the electronic submission of plans and other associated documents for review (collectively, "Submitted Documents") in .pdf format. If the electronic submission of Submitted Documents in .pdf format is not possible after Client has taken all such reasonable efforts, then the submission thereof in paper format shall be permissible. In such case, Client and Consultant shall create and implement a procedure for the shipping and handling of Submitted Documents to Consultant to enable Consultant to perform the Services with respect to such Submitted Documents. Any direct or indirect charges, fees or expenses associated with labor, material, or other costs arising from or in connection with the delivery of Submitted Documents to approved third party couriers to ship materials, whether to Consultant, Client or any third party, shall be the sole responsibility of Client, and shall be included in the Reimbursable Costs.
  7. TERM. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years from the Effective Date. This Agreement shall automatically renew for successive one (1) year periods, unless a Party notifies the other Party in writing at least thirty (30) days prior to the date on which the term of this Agreement will renew of such Party's election not to renew this Agreement. Notwithstanding the foregoing, if the time for performance of any Services has not expired as of the date the term of this Agreement would otherwise expire, then the term of this Agreement shall automatically extend to the date on which the time for performances of such Services expires.
  8. TERMINATION.
    - a. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party, with or without cause at any time.
    - b. Each Party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:
      - i. materially breaches this Agreement, and such breach is incapable of cure or, with respect to a material breach capable of cure, the Defaulting Party does not cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) days after receipt of written notice of such breach; or
      - ii. (I) becomes insolvent or admits its inability to pay its debts generally as they become due; (II) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within sixty (60) business days or is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- c. In the event of termination, Consultant shall retain its portion of the Fees for Services completed up to and including the effective date of termination. In addition, Consultant shall have the right to return to Client or otherwise dispose of any Submitted Documents without comments or the performance of any Services with respect thereto.
- d. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 9 (Indemnification), 10 (Limitation of Liability), 14 (Ownership of Documents), 15 (Confidentiality), 19 (Dispute Resolution), 20 (Choice of Forum), 21 (Waiver of Jury Trial), 22 (Governing Law), and any other term or condition under this Agreement which by its nature should survive the termination or expiration of this Agreement, shall survive the expiration or earlier termination of this Agreement.
9. INDEMNIFICATION. Client agrees to defend, indemnify and hold Consultant and its members, directors, managers, officers, employees, affiliates, agents and representatives (each, a "Consultant Indemnified Party") harmless from and against all costs, expenses, fees (including, without limitation, reasonable attorneys' fees), penalties, damages, liabilities, losses, taxes, demands, lawsuits, claims, proceedings and/or causes of action incurred by or asserted against any Consultant Indemnified Party arising from or in connection with or otherwise related to (a) any breach by Client of any representation, covenant, agreement or obligation set forth in this Agreement, (b) personal injury (including death) or damage to real or personal property resulting from any act or omission of Client or any of its employees, affiliates, agents and/or representatives, (c) any negligent or more culpable act or omission of Client or any of its employees, affiliates, agents and/or representatives (including any reckless or willful misconduct), (d) any failure by Client or any of its employees, affiliates, agents and representatives to comply with any applicable federal, state, or local laws, statutes, regulations, or codes, (e) any Project for which Consultant did not perform any Services (including, without limitation, any Client Reserved Project or any Project for which Client or the Department performed plan reviews), and/or (f) any failure of Client to adequately inspect any Project.
10. LIMITATION OF LIABILITY.
- a. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10(d), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10(d), IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- c. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND

CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE AND NON-INFRINGEMENT.

- d. The exclusions and limitations in Section 10(a) and Section 10(b) shall not apply to Client's indemnification obligations under Section 9.
11. SUBCONTRACTORS. Consultant shall have the right to subcontract all or portions of the Services without notice to Client; provided that Consultant shall not be relieved of any of its obligations under this Agreement. Upon completion of the Services for an applicable Project, Consultant shall provide Client a list of all personnel utilized in the completion of the Services (whether or not such personnel are subcontractors), including applicable license information for such personnel and the portion of the Services performed by such personnel.
12. INSURANCE.
- a. Consultant shall procure and maintain the following insurance policies with at least the minimum insurance coverages listed below:
- i. Commercial general liability insurance with a combined single limit of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate, which shall include coverage for all premises and operations of Consultant, bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.
  - ii. Professional liability insurance with a combined single limit of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate.
  - iii. Umbrella insurance with a limit of five million dollars (\$5,000,000).
- b. Consultant's insurance policies will not cover subcontractors as named insureds. Subcontractors that perform any Services shall be required to maintain their own insurance coverage for the same limits and requirements as set forth in this Agreement, covering their respective portion of the Services performed.
- c. Consultant shall provide certificates of insurance reflecting the above coverages to Client upon request.
13. INDEPENDENT CONTRACTOR. Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Client. The details of the method and manner for performance of the Services by Consultant shall be under its own control. Consultant shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services.

14. OWNERSHIP OF DOCUMENTS.

- a. All intellectual property rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Consultant in performing the Services and developed or acquired by Consultant prior to or independently of this Agreement shall be owned exclusively by Consultant and its licensors.
- b. Client hereby grants Consultant a nonexclusive, nontransferable and fully-paid license to use and display Client's name in Consultant's marketing materials, on its website, and for other similar purposes.

15. CONFIDENTIAL INFORMATION.

- a. All non-public, confidential or proprietary information of Consultant ("Confidential Information"), including, but not limited to, information about Consultant's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by Consultant to Client, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Client in connection with this Agreement, and whether or not marked, designated, or otherwise identified as "confidential," is confidential, solely for use in performing this Agreement and may not be disclosed or copied unless authorized by Consultant in writing. Client shall protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as Client would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Client's breach of this Agreement; (ii) is obtained by Client on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Client establishes by documentary evidence, was in its possession prior to Consultant's disclosure hereunder; (iv) was or is independently developed by Client without using any of the Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, in which case Client shall provide Consultant with prompt written notice thereof to permit Consultant an opportunity to appeal or challenge any such purportedly required disclosure.
  - b. Client shall be responsible for any breach of this Section 15 caused by any of its employees, contractors, agents, or representatives. At any time during or after the term of this Agreement, at Consultant's written request, Client shall promptly return to Consultant all copies, whether in written, electronic or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to Consultant that the Confidential Information has been destroyed. Client's obligations under this Section 15 will survive termination or expiration of this Agreement for a period of three (3) years, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.
16. REQUIRED AUTHORIZATIONS. Each of the Parties represents that it has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

- 17. **SEVERABILITY.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 18. **NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “Notice”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by email, personal delivery, nationally recognized overnight courier or certified or registered mail. A Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 18:

If to Client:	If to Consultant:
Name: <u>City of Sheboygan</u>	EPLEX, LLC (d/b/a E-Plan Exam)
Attn: <u>Taylor Zeinert</u>	Attn: David Adam (DA) Mattox
Address: <u>828 Center Avenue</u>	12605 W North Ave., #189
<u>Sheboygan, WI 53081-4442</u>	Brookfield, WI 53005
Email: <u>TZ1388@sheboyganwi.gov</u>	Email: damattox@eplanexam.com

- 19. **DISPUTE RESOLUTION.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a “Dispute”), shall be submitted for negotiation and resolution to the President of Consultant (or to such other person of equivalent or superior position designated by Seller in a written Notice to Client) and to the recipient of Notices for Client (as set forth in Section 18, above), by delivery of written Notice (each, a “Dispute Notice”) from either of the Parties to the other Party. Such persons shall negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve any Dispute within 90 days after delivery of the applicable Dispute Notice, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Sections 20, 21 and 22 hereunder.
- 20. **CHOICE OF FORUM.** Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state and federal courts of the State of Wisconsin and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the state and federal courts of the State of Wisconsin and any appellate court from any thereof. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 21. **WAIVER OF JURY TRIAL.** Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any [exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of

any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

22. GOVERNING LAW. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.
23. FORCE MAJEURE. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Consultant hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns; and (i) other similar events beyond the reasonable control of the impacted Party.
24. AMENDMENTS. Any changes to Services, and any other proposed amendments to this Agreement, exhibits, schedules, attachments, and appendices attached to this Agreement, shall be mutually agreed upon between the Parties and shall be made in writing, which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed (by both Parties) amendment to this Agreement.
25. SUCCESSORS AND ASSIGNS. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.
26. COUNTERPARTS; ELECTRONIC EXECUTION. This Agreement, and any amendments hereto, may be executed by electronic means (e.g., via DocuSign, .portable document format or any other electronic signature) and in any number of counterparts, and each such counterpart and electronic executed copy hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.
27. ASSIGNMENT. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Consultant. Any purported assignment or delegation in violation of this Section 27 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Consultant may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Consultant's assets without Client's consent.
28. ENTIRE AGREEMENT. This Agreement, along with attached exhibits, constitutes the complete, entire and final Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written,

with respect to the subject matter hereof. The Parties expressly agree that no terms or conditions set forth in any form or document issued by Client and/or the Applicant shall be deemed to modify or amend the terms of this Agreement (all of which are hereby rejected by Consultant) unless expressly agreed to in writing by Consultant. The acceptance of any Accepted Project by Consultant is expressly made conditional on, and subject to, the acceptance of the terms and conditions set forth in this Agreement, notwithstanding any terms or conditions in any other form or document that may be different from, or in addition to, the terms and conditions set forth herein.

*[Signature Page Follows]*

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Client: City of Sheboygan Consultant: EPLEX, LLC

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: David Adam Mattox

Title: \_\_\_\_\_ Title: President

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

## Exhibit A – Services

### 1. PLAN REVIEW SERVICES

Plan review is limited to Building, HVAC, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines for Accepted Projects.

### 2. PLAN REVIEW FEE:

- Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler plan review Fees shall be based upon the fee schedule set forth on **Exhibit B**.
- Base Fees will be split with Client as follows:
  - **90%** of Base Fees that are collected by Consultant are retained by Consultant and **10%** are remitted to Client, in each case in accordance with the terms of the Agreement.
    - Out of Consultant's retained Base Fees, Consultant shall be responsible for fees due to the Department as required by and set forth in the applicable provisions of Section SPS 302.31(g) and Section SPS 302.31(h) of the Wisconsin Administrative Code.

## Exhibit B – Fees

<b>COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION</b>				
1. New construction, additions, relocated buildings, repairs & alteration plan review fees are computed per this table. Fees for Projects are calculated based on the total gross floor area of the structure.				
2. A separate plan review fee is charged for each type of plan review.				
<b>Base Fee Schedule (“Commercial Plan Base Fees”)</b>				
Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
2,500 or less	\$300	\$180	\$150	\$150
2,501 - 5,000	\$350	\$250	\$150	\$150
5,001 – 7,500	\$600	\$350	\$150	\$150
7,501 - 10,000	\$750	\$400	\$200	\$200
10,001 – 15,000	\$850	\$500	\$200	\$200
15,001 - 20,000	\$1,100	\$550	\$200	\$200
20,001 - 30,000	\$1,350	\$600	\$250	\$250
30,001 - 40,000	\$1,700	\$1,000	\$450	\$450
40,001 - 50,000	\$2,300	\$1,350	\$600	\$600
50,001 - 75,000	\$3,200	\$1,700	\$850	\$850
75,001 - 100,000	\$4,000	\$2,400	\$1,200	\$1,200
100,001 - 200,000	\$6,500	\$3,200	\$1,450	\$1,450
200,001 - 300,000	\$11,400	\$7,300	\$3,600	\$3,600
300,001 - 400,000	\$16,800	\$10,600	\$5,300	\$5,300
400,001 - 500,000	\$20,000	\$13,000	\$6,700	\$6,700
Over 500,000	\$22,000	\$14,500	\$7,700	\$7,700
<b>BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION FEE SCHEDULE NOTES</b>				
Note:	1. A Plan Entry Fee of \$100.00 shall be paid to Consultant with each submittal of plans in addition to the plan review and inspection fees.			
	2. Upon mutual agreement of Client’s Supervisor of Building Inspection and Consultant’s Plans Examiner, Commercial Plan Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Floor Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Floor area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.			
Permission to Start	In addition to the other Fees due hereunder, the plan review fee for permission to start construction shall be \$150.00.			
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.			
Resubmittals & revisions to approved plans	When deemed by Consultant’s Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee relating to the minor revision shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by Consultant’s Plan Examiner and Client’s Inspection Services Department may result in additional charges as appropriate			
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.			

Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
--------------------------------	--

<b>Plumbing Plan Review Fee Schedule</b>	
<b>Plumbing Site work - Stormwater Review Base Fees (“Stormwater Base Fees”)</b>	
Acres (area of drained to a plumbing system)	Fee
up to 5	\$400.00
greater than 5 up to 10	\$600.00
greater than 10 up to 15	\$750.00
Each acre beyond 15 (rounded up)	\$750.00 base plus \$50.00 per acre
<b>Plumbing Sanitary Drain and Water Supply Laterals Base Fees (“Exterior Plumbing Base Fees”)</b>	
\$45.00 per combined inch of pipe size (diameter pipe rounded up to nearest inch)	
<b>Interior Plumbing Plan Review Fee Base Fees (“Interior Plumbing Base Fees”)</b>	
For all interior plumbing as well as miscellaneous fixtures that necessitate review per SPS 382	
Base Plumbing Plan Review fee	\$250.00 + \$4.00 per fixture
<b>Plumbing Plan Review Fee Schedule Notes</b>	
All individually submitted plumbing plan sets plan entry fee. (applies to site work and laterals if submitted separately as well)	\$100.00
Resubmittals & revisions to approved plans	When deemed by Consultant’s Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as mutually determined by Consultant’s Plan Examiner and Client’s Building Inspection Department may result in additional charges as appropriate.
Early Start	The plan review fee for permission to start construction shall be \$150.00 for all structures.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and Base Fees applied to a Project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Stormwater Base Fees, Exterior Plumbing Base Fees and/or Interior Plumbing Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.

3. Supplemental Services as Required by Client:

- The hourly rate for services not included in the Services that are requested in writing to be performed by Client, and agreed in writing to be performed by Consultant, shall be performed at \$225.00 per hour, and the performance for which shall be subject to the terms and conditions of the Agreement in all respects.
  - This hourly rate is not intended for plan review services, but rather for incidental supplemental "on call" professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.

4. PLAN REVIEW FEE – includes the following services:

- ✓ One optional remote code consultation meeting after conclusion of the first review.
- ✓ Consultation via phone during duration of Project regarding reviews performed.
- ✓ Up to three (3) reviews of all disciplines to verify that all comments have been addressed.
  - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
- ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
- ✓ Free code consultation with all inspectors/municipal staff, both employed directly and under contract, serving the Client for the entirety of the duration of any Project reviewed by Consultant. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any Project reviewed or termination of this Agreement (whichever occurs first).

5. CONSULTANT CONTACT

Consultant will provide a qualified professional to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact

David Adam Mattox, P.E.

Direct: 414-635-3274

Office: 414-296-2144

damattox@eplanexam.com

Exhibit C – Client Reserved Projects

None

CITY OF SHEBOYGAN  
RESOLUTION 177-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 23, 2026.

A RESOLUTION authorizing the appropriate City officials to take actions necessary to purchase a release of restriction from Union Pacific to support the Mayline Redevelopment Project.

WHEREAS, the City has worked through various real estate matters necessary to support redevelopment of the former Mayline site and one of those matters relates to a use restriction impacting a small portion of the project site preventing residential structures thereon; and

WHEREAS, Union Pacific has agreed to release the restriction consistent with the attached Letter of Understanding.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached Letter of Understanding agreement.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds from Account No. 421660-621100 (TID 21 Fund - Land) 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



February 16, 2026

Project: 0502461

CITY OF SHEBOYGAN

Release of residential reservations on Quitclaim Deed from project # 0502461:

This letter ("Agreement") confirms our understandings covering the possible release by Union Pacific Railroad Company ("Seller") to CITY OF SHEBOYGAN ("Buyer") of Seller's restriction on Use, deed reservations in that certain "Quitclaim Deed" recorded on December 28, 2012 in the Sheboygan County Register of Deeds office as Documented #1959685 (the deed) on certain real property in Sheboygan, Wisconsin.

The undersigned will recommend to Seller's Management the release of the Seller's restriction on Use reservation on the deed (the "Release") on the subject to the following terms and conditions:

**Article 1. Description of Property:**

- A. The Property is approximately 0.2876 acre as shown on and described in greater detail in A-1 and shown on print attached hereto as Exhibit A and made a part hereof.

**Article 2. Sale Price:**

- A. The sale price ("Sale Price") for the Release shall be \$50,000 Fifty Thousand Dollars.

**Article 3. Release - Indemnity:**

- A. Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the release and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.
- B. Release. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC

SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

- C. Indemnity. FROM AND AFTER CLOSING, BUYER SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

**Article 4. Intentionally left blank:**

**Article 5. Closing - Default:**

- A. Closing will occur on or before June 10, 2026 ("Closing Date"). The Closing will be deemed to occur upon payment of the Sale Price by wire transfer or a cashier's or certified check, and delivery of the deed. It has been agreed von Briesen & Roper, s.c. will hold city funds and UP executed deed and will release in trust, once written instruction from both parties is received. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer's sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.
- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer's surviving obligations pursuant to Article 3 (B) hereof. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Buyer fails to perform.

**Article 6. Intentionally left blank:**

**Article 7. Seller’s Management Approval:**

**BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL & RELEASE THE DEED RESERVATIONS LISTED ON DEED PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER’S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER BY THE CLOSING DATE, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.**

**Article 8. Intentionally left blank:**

**Article 9. Counterparts; Electronic Signatures:**

This Agreement (or any amendments hereto) may be executed in any number of counterparts and in separate counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

If you agree with the foregoing terms and conditions with respect to the possible release applicable to the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Charles Frank Bradburn at the address listed on the bottom of the first page of this letter or by electronic mail at cfbradbu@up.com, in order that it is received by Seller no later than February 28, 2026. Please also indicate below how you wish to take title. If you should have any questions, please call Charles Frank Bradburn at (402) 544-8593.

Sincerely,

\_\_\_\_\_

Director – Real Estate

ACCEPTED AND AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026

**CITY OF SHEBOYGAN**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A-1**

Commencing at the southeast corner of Section 22, Township 15 North, Range 23 East; thence N00°01'01"E, along the east line of the SE 1/4 of said Section 22, 1237.11 feet to the north right-of-way line of Pennsylvania Avenue and the Point of Beginning of this description; thence N89°40'07"W, along said north right-of-way line, 19.21 feet; thence N00°37'11"E, on a line 15 feet west of and parallel with the centerline of the main track of the Chicago & Northwestern Transportation Company, 99.37 feet to the beginning of a curve to the left, the radius point of which bears westerly, 981.45 feet: thence northwesterly 223.37 feet along the arc of said curve, the long chord of which bears N05°54'00"W, 222.89 feet to the easterly extension of the south right-of-way line of Center Avenue; thence S89°44'40"E, along said easterly extension, 21.83 feet to the northwesterly extension of the southwesterly right-of-way of S. Commerce Street, 51.86 feet; thence S00°16'53"W, on a line parallel with and 26.13 feet west of the east right-of-way line of vacated Spruce Street, 277.07 feet to the north right-of-way line of said Pennsylvania Avenue; thence N89°40'07"W, along said north right-of-way line, 6.79 feet to the Point of Beginning and the end of the description.

Containing 9,296 square feet, or 0.213 acres of land.



CITY OF SHEBOYGAN  
RESOLUTION 176-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 23, 2026.

A RESOLUTION adopting the 2026 Limited Term Position Compensation Rates effective March 1, 2026.

WHEREAS, Sheboygan Municipal Code Section 18-76 directs the Human Resources Director to establish an annual compensation schedule for limited term (temporary) employees and further allows for advancement in compensation for returning temporary employees who are recommended by the department head to return due to their satisfactory service; and

WHEREAS, the Human Resources Director, in consultation with the City Administrator, recommends adopting the below compensation schedule effective March 1, 2026, through February 28, 2027.

LTE Compensation Rates			
2026			
Position	Department	Rate	
Tax Collection Helper	FINANCE	\$16.42	
Firefighter Apprentice	FIRE	\$15.00	
IT Support Technician	IT	\$35.00	
Background Investigator	POLICE DEPARTMENT	\$35.00	
Community Service Officer - In training		\$16.00	
Crossing Guard- First Year		\$15.00	
The LTE compensation scale will be revised each year to account for a COLA increase.			

NOW, THEREFORE, BE IT RESOLVED: That the aforementioned compensation schedule for Limited Term Employees (LTE) is adopted.

BE IT FURTHER RESOLVED: That this resolution shall be effective March 1, 2026, through February 28, 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

CITY OF SHEBOYGAN  
RESOLUTION 171-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 23, 2026.

A RESOLUTION authorizing entering into a First Amendment to Redevelopment Agreement with Partners for Community Development, Inc.

WHEREAS, the City entered into a Redevelopment Agreement with Partners for Community Development, Inc. in 2023 relating to the redevelopment of fourteen residential properties for future use as low income housing; and

WHEREAS, the Parties wish to amend the 2023 Redevelopment Agreement in several respects.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the First Amendment to Redevelopment Agreement between the City of Sheboygan and Partners for Community Development, Inc., 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

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT** (the “**First Amendment**”) is entered into as of March 2, 2026 (the “**First Amendment Effective Date**”), by and among the CITY OF SHEBOYGAN, a Wisconsin municipal corporation (the “**City**”), and PARTNERS FOR COMMUNITY DEVELOPMENT, INC., a Wisconsin non-stock corporation (“**Partners**”).

## RECITALS:

- A. The City and Partners previously entered into an “Redevelopment Agreement” dated as of August 14, 2023 (the “**Redevelopment Agreement**”).
- B. The Parties desire to amend the Redevelopment Agreement as specifically set forth herein.
- C. Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Redevelopment Agreement.

NOW, THEREFORE, the City and Partners, in consideration of the terms and conditions contained in this First Amendment and for other good and valuable consideration, the receipt of which is hereby acknowledged, each hereby agrees as follows:

**AMENDMENT**

1. The RECITALS set forth above are true, accurate and incorporated herein by reference.
2. ARTICLE I of the Redevelopment Agreement is hereby amended by restating the definition of “Project” with the following:
 

“Project” means the rehabilitation of the fourteen Properties to a safe, comfortable, lead-free and asbestos-free, code-compliant condition sufficient for use safe and affordable residential housing.”
3. ARTICLE I of the Redevelopment Agreement is hereby amended by adding a definition for “Property” which means any one of the Properties.
4. ARTICLE II of the Redevelopment Agreement is hereby amended and restated in its entirety with the following:
 

“The Project will consist of detailed inspections of each of the Properties, demolition of interior spaces (as needed) or entire buildings (as necessary for safety purposes) and rehabilitation. Rehabilitation efforts will encompass all aspects of the Properties including, as necessary, foundation and structural repair. Interior and exterior surfaces will be repaired or replaced, windows will be replaced, mechanical systems will be upgraded, kitchens and bathrooms will be fully-updated, and new flooring and insulation will be installed. All lead and asbestos will be abated and removed, if identified. Upon completion of the repairs and/or rehabilitation for a given Property, such Property will either be sold or rented to a low-income

household or households, as applicable, upon the issuance of a certificate of occupancy.”

5. Section 4.1 of the Redevelopment Agreement is hereby amended and restated in its entirety with the following:

“4.1 Project Commencement and Completion. Partners shall commence the Project by October 1, 2023 and shall complete the Project by December 31, 2031. Partners shall not allow tenancy in a Property until the City has issued a certificate of occupancy for such Property. The issuance of a certificate of occupancy shall provide conclusive evidence that the portion of the Project that relates to such Property is complete. In the event Partners determines that the cost to repair and rehabilitate a Property exceeds the cost of razing and rebuilding a comparable residence on the Property (each a “Razing Determination,” Partners shall notify the City of the Razing Determination, and the building inspector for the City shall inspect the Property and determine whether the City agrees with the Razing Determination by Partners. If the City agrees with the Razing Determination by Partners, Partners may proceed with the razing and rebuilding of a comparable residence on the Property. If the City disagrees with the Razing Determination by Partners, then Partners shall proceed with the rehabilitation of the Property without razing the residence on the Property, unless Partners provides the City with a cost-effective, alternative plan to raze the residence on the Property that is acceptable to the City in the City’s sole discretion.”

6. Section 4.2 of the Redevelopment Agreement is hereby amended by adding the following to the end of Section 4.2:

“Notwithstanding any provision herein to the contrary, in no instance shall any of the Properties be used at any time as a “Short Term Rental” or for any transient use or occupancy (including, without limitation, a warming house or warming shelter). Further, in no instance shall any of the Properties: (a) be used in such a manner which is contrary to any applicable statute, rule, order, ordinance, requirement or regulation, (b) violate any certificate of occupancy affecting the Project or the Property, (c) cause injury or damage to the Project or such Property, (d) cause the value or usefulness of all or any part of the Project or such Property to diminish (outside of normal wear and tear), (e) constitute a public or private nuisance or waste, or (f) render the insurance on the Project or such Property void or the insurance risk more hazardous or create any defense to payment on such insurance policy.

For the purpose of this Agreement, “Short Term Rental” means the lease or use of any improvement on a given Property for a period shorter than one hundred eighty (180) consecutive calendar days (or one hundred eighty (180) consecutive calendar days in a leap year), whether such lease or use is evidenced by a lease, contract or agreement of any kind (whether written or oral).

Prior to the sale of any Property, Partners shall record, or include in the deed transferring title to such Property, a restrictive covenant prohibiting the use of the Property at any time as a Short Term Rental or for any transient use or occupancy (including, without limitation, a warming house or warming shelter)”

7. Section 4.5 of the Redevelopment Agreement is hereby amended by replacing “property” with “Property” in the last line of the section.

8. Section 7.13 of the Redevelopment Agreement is hereby amended and restated in its entirety with the following:

“7.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, it being understood that all parties need not sign the same counterpart. This Agreement may also be executed by remote electronic means, via DocuSign, Eversign, or similar platform. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. Upon request by a party, the parties hereto shall provide a wet-ink, original signed version of this Agreement to such party for its records.

9. A memorandum of this First Amendment shall be recorded by Partners (at Partner’s sole expense) on each Property owned by Partners as of the First Amendment Effective Date.

10. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective, permitted successors and assigns.

11. Except as expressly amended herein, the Redevelopment Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of the Redevelopment Agreement and this First Amendment, this First Amendment shall control.

***[The remainder of this page is intentionally left blank with a signature page to follow.]***

#43716045v3

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the First Amendment Effective Date.

CITY OF SHEBOYGAN

By: \_\_\_\_\_  
Ryan Sorenson, Mayor

Attest: \_\_\_\_\_  
Meredith DeBruin, City Clerk

STATE OF WISCONSIN    )  
  )I  
SHEBOYGAN COUNTY    )

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

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

PARTNERS FOR COMMUNITY DEVELOPMENT, INC.

By: \_\_\_\_\_  
Karin Kirchmeier, Executive Director

STATE OF WISCONSIN    )  
  )I  
\_\_\_\_\_ COUNTY    )

Personally came before me this \_\_\_\_\_ day of March, 2026, the above named Karin Kirchmeier, the Executive Director of Partners for Community Development, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

**CITY OF SHEBOYGAN  
RESOLUTION 169-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**FEBRUARY 23, 2026.**

A RESOLUTION authorizing the appropriate City officials to execute a professional services agreement with Arbinger Institute, Inc. for leadership training.

WHEREAS, the City wishes to enhance its ongoing focus on organizational culture improvements, innovation, and service to the community by investing in leadership development; and

WHEREAS, City staff believes that the Arbinger Institute’s Outward Mindset training will support the City in these efforts as further explained in the attached Memo from the City Administrator.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute the attached professional services agreement and take such measures as appropriate to support program implementation.

BE IT FURTHER RESOLVED: That the Finance Director is directed to amend the City’s budget as allowed by City Financial Policies to utilize contingency, department training budgets and other department budget lines to contribute toward the cost of this program.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**MEMORANDUM****To:** Mayor and Common Council**From:** Casey Bradley, City Administrator**Date:** February 23, 2026**Subject:** Proposal to Partner with the Arbinger Institute for Leadership Training**Purpose**

This memo recommends that the City of Sheboygan partner with the Arbinger Institute to provide leadership training for 32 staff members, focusing on developing an Outward Mindset approach to leadership and organizational culture.

**Background**

The City has made great strides in its policies and practices supporting a healthy and safe work environment. City leadership has continued their education to support this focus by participating in CVMIC's Emerging Leader and/or Perfecting Leader programs. In 2021, the Sheboygan Police Department utilized the Arbinger Institute's Outward Mindset framework during department supervisory meetings to augment leadership development and enhance collaborative and supportive relationships. The Arbinger material was well received by department staff and helped fill gaps left by other leadership and supervisory training programs. Given the improvements seen within the department, City Administration and department heads support expanding program participation to the other City departments via a phased implementation plan whereby all department heads and their executive leadership participate in 2026. In future years, the City's human resources team would train incoming leaders.

The Arbinger Institute, founded in 1979, is a globally recognized leadership and organizational development firm specializing in mindset-based transformation. Their core philosophy distinguishes between two mindsets:

- **Inward Mindset:** Individuals focus primarily on their own objectives, often leading to siloed thinking and limited collaboration.
- **Outward Mindset:** Individuals and organizations focus on the needs, challenges, and objectives of others, fostering collaboration, accountability, and long-term success.

Arbinger's programs are widely used by government agencies, municipalities, and Fortune 500 companies. Their approach is research-based and has proven effective in improving organizational culture, reducing turnover, and enhancing service delivery.



**Casey Bradley**  
City Administrator

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3287  
www.sheboyganwi.gov

## MEMORANDUM

**To:** Mayor and Common Council

**From:** Casey Bradley, City Administrator

**Date:** February 23, 2026

**Subject:** Proposal to Partner with the Arbinger Institute for Leadership Training

Organizations that complete outward mindset training generally report improved collaboration across departments, enhanced employee engagement and retention, proactive collaboration and responsiveness to community needs, and better organizational alignment of goals. City leadership anticipates this program will strengthen innovation, transparency, and continuous improvement.

### Scope and Cost

Based on the attached quote from Arbinger Institute, the proposed training includes:

- Two one-day onsite facilitation sessions
- Digital workbooks and online resources for 32 participants
- Three strategic working sessions
- Six virtual Outward Application sessions
- Implementation coaching: Six 45-minute sessions per participant

The City's total investment of \$206,378 includes facilitation, materials, coaching, and instructor travel.

### Return on Investment (ROI)

The benefits of this training extend beyond leadership development and directly impact operational efficiency and employee retention:

- **Reduced Turnover Costs:** A modest 10% reduction in turnover among leadership positions could save the city \$50,000–\$75,000 annually in recruitment and onboarding costs.
- **Improved Productivity:** Enhanced collaboration and decision-making can reduce project delays and inefficiencies, potentially saving hundreds of staff hours annually.
- **Better Service Outcomes:** Increased engagement and accountability lead to improved resident satisfaction, reducing complaints and costly service corrections.



**Casey Bradley**  
City Administrator

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3287  
www.sheboyganwi.gov

**MEMORANDUM****To:** Mayor and Common Council**From:** Casey Bradley, City Administrator**Date:** February 23, 2026**Subject:** Proposal to Partner with the Arbinger Institute for Leadership Training

- **Long-Term Cultural Impact:** Establishing an outward mindset creates a foundation for sustained improvement, reducing future training and consulting expenses.

**Funding Sources**

- **Professional Development Budget:** Allocate from existing training and development funds.
- **Departmental Contributions:** Distribute costs across participating departments to align investment with benefit based upon the department's actual participation costs.
- **Council-Approved Contingency Fund:** Utilize the Contingency Fund for the portion of cost that wouldn't be covered by existing budgets.

**Recommendation**

Department heads have been discussing this potential opportunity for several months and collectively, we recommend approving this partnership with the Arbinger Institute to deliver this leadership training. This investment will strengthen our leadership capacity, improve organizational culture, and ultimately enhance the quality of services we provide to our community.

**Casey Bradley**  
City Administrator

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3287  
www.sheboyganwi.gov



February 10, 2026

Casey Bradley  
City Administrator  
City of Sheboygan  
920-459-3287  
casey.bradley@sheboyganwi.gov  
Quotation #88477-00007979

With regard to your request for quotation, the details are as follows:

Description	Additional Information	Unit	Qty	Price	Total Price
One-Day Onsite Facilitation - Master Facilitator		Per Unit	2	\$7,500.00	\$ 15,000.00
Developing and Implementing an Outward Mindset Digital Workbook <i>Includes access to Developing and Implementing an Outward Mindset Digital Workbook, Outward Mindset Online, published books Leadership and Self-Deception and The Outward Mindset (Downloadable)</i>		Per Unit	32	\$325.00	\$ 10,400.00
Travel		Per Unit	1	\$2,273.00	\$ 2,273.00
One-Day Onsite Facilitation - Master Facilitator		Per Unit	1	\$7,500.00	\$ 7,500.00
Outward Leadership Online Resources <i>Includes access to Outward Leadership Digital Resources</i>		Per Unit	32	\$295.00	\$ 9,440.00
Travel		Per Unit	1	\$1,820.00	\$ 1,820.00
Strategic Working Session <i>A tailored strategic working session facilitated by Arbinger Master Facilitator to include all pre-work, discovery and preparation, and post-work follow-up.</i>		Per Unit	3	\$14,995.00	\$ 44,985.00
Travel		Per Unit	3	\$1,820.00	\$ 5,460.00
Outward Application Session <i>A 90-min virtual Outward Application Session facilitated by Arbinger Master Facilitator to include all pre-work, discovery and preparation, and post-work follow-up.</i>		Per Unit	6	\$2,250.00	\$ 13,500.00
Implementation Coaching <i>Includes six practical application coaching sessions lasting 45 minutes each</i>		Per Person	32	\$3,000.00	\$ 96,000.00
Subtotal:					\$206,378.00
<b>Total Price**:</b>				<b>\$206,378.00</b>	

**Service Agreement**

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Please review all Terms and Conditions included in this quotation. Please contact our Finance Department and reference the quotation number listed above to make payment. Our office is open 9am to 5pm Mountain Time and can be reached by phone: (801) 447-9244 or email: [finance@arbinger.com](mailto:finance@arbinger.com). Any other questions not related to payment, please contact me at the information below. Thank you!

Regards,

Jordan Young  
Account Executive  
[jyoung@arbinger.com](mailto:jyoung@arbinger.com)

\*\* The following terms and conditions apply to the prices quoted:

### 1. Quote Details

- a. This quote is valid until Mar 13, 2026
- b. This quotation is offered at firm-fixed price and travel, shipping & handling, and duties & taxes (if applicable) are offered at firm-fixed-price.

### 2. Standard Terms

- a. **Arbinger Property.** Client recognizes that it has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by Arbinger, unless otherwise agreed upon by the Parties in writing. Client agrees that Arbinger is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all copyrighted intellectual property that is owned or controlled by Arbinger. Arbinger is the sole owner and deliverer of Arbinger programs, training, consulting, and materials. The Arbinger Company, D/B/A "The Arbinger Institute, LLC," is the sole owner and deliverer of Arbinger's Outward Mindset series of training and related train-the-trainer programs, including all associated printed and digital course materials (the "Materials"). These Materials represent Arbinger's copyrighted intellectual property and are prohibited from being delivered by any other company or organization except when upon receiving express prior written consent from Arbinger.
- b. **Enjoyment of Use.** Nothing in this agreement shall prevent trained Client personnel from possessing or viewing, upon Arbinger's provision of the services any Arbinger training materials delivered pursuant to the agreement, provided that any unauthorized use (including, but not limited to, presentation of the Program content without purchase of the required training materials), reuse, copying, reproduction, recording, transmittal, modifications, or revisions of any such training materials and/or derivative works of the training provided in connection with the services is prohibited.
- c. **Grant of License.** Subject to the Arbinger Terms of Service, available at <https://arbinger.com/TermsOfService.html>, which are incorporated by reference herein, Arbinger grants to Client a limited, non-exclusive, non-sublicensable, non-transferable, terminable license to use the Materials solely in connection with Arbinger's provision of the services.
- d. **Indemnification.** Client hereby agrees to indemnify, defend, and hold harmless Arbinger, and its officers, directors, employees, subcontractors, and agents from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of Arbinger's performance of the services, except to the extent they result from Arbinger's, and its officers, directors, employees, subcontractors, and agent's gross negligence or willful misconduct.
- e. **Independent Contractor.** This Agreement is not intended to and does not constitute a joint venture, partnership, or other formal business organization. Each party shall act as an independent contractor and not as an agent for the other for any purpose whatsoever. No party shall have the authority to bind the other except to the extent set out in this agreement.

- f. Assignment. Client may not assign any of its rights or obligations pursuant to this agreement absent Arbinger's prior written consent, which consent may be withheld in Arbinger's sole discretion.
- g. Termination. Either party may terminate this agreement, for cause, if the other party has defaulted on any obligation pursuant to this agreement ("Event of Default") and has not cured such Event of Default within seven (7) business days following written notice from the non-defaulting party setting forth the Event of Default in reasonable detail ("Notice of Default"). Such termination shall be effective immediately upon receipt of the Notice of Default by the defaulting party.
- h. Force majeure. Neither party shall hold the other responsible for damages or delays in performance caused by force majeure; acts of God; epidemic, pandemic or similar public health issues; or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented.
- i. Severability. If any provision, or any portion thereof, of this agreement is determined by competent judicial legislative or administrative authority to be prohibited by law, then such provision or part thereof shall be ineffective only to the extent or such prohibition, without invalidating the remaining provisions of this Agreement.
- j. Survivability. All rights, obligations, and duties under this agreement, which by their nature or by their express terms extend beyond the expiration or termination of this agreement including but not limited to those relating to indemnification, Arbinger intellectual property, and publicity, shall survive the expiration or termination of this agreement.
- k. Entire Agreement. This agreement contains the full and complete understanding of the Parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written.
- l. Applicable Law. The laws of the State of Utah shall govern all issues related to or arising under this agreement. Each party consents to the jurisdiction of any federal or state court of competent jurisdiction sitting in the State of Utah for purposes of any suit arising under or relating to this Agreement and to service of process therein by an international courier service company or by certified or registered mail, return receipt requested.
- m. Publicity. Except as required by law, Client shall not issue or release for publication any articles or advertising or publicity matter relating to this agreement or mentioning or implying Arbinger or any of its Affiliates, or the subject matter hereof, unless prior written consent is granted by the Arbinger.
- n. Amendments. This agreement shall not be amended or modified, in whole or in part, except by signed, written agreement of the Parties.

### 3. Payment Terms

- a. Purchase order and payment questions should be directed to The Arbinger Institute, ATTN: Finance, phone: +1 (801) 447-9244, email: [finance@arbinger.com](mailto:finance@arbinger.com), Mailing address: 686 Arbinger Way Suite 200, Farmington, UT 84025.

- b. Client can pay with a credit card, billed via electronic invoice, or as directed by a Purchase Agent or Contracting Officer. If client chooses to pay with a purchase/credit card, purchases over \$3600 will be assessed a 2.0% fee when payment is made, GSA MAS Schedule-eligible clients are exempt from this policy.
- c. Upon the signature of a service agreement, Arbinger reserves the right to invoice for all services and materials, including both digital and physical items, unless otherwise agreed upon in writing. Digital licenses for Arbinger Online Resources are delivered immediately upon receipt of order and are non-refundable. Physical materials are shipped in accordance with Arbinger's Shipping Terms.
- d. Sales Tax may apply. Arbinger will collect sales tax in states where we have nexus. If your organization is tax-exempt, please provide your exemption letter before services are rendered.
- e. All dates are considered tentative and subject to availability until an official commitment to pay (e.g., purchase order, service agreement, SF182, credit card information, contract, or task order) or payment is received from the client. Official commitments must be received 30 days in advance of the scheduled event to ensure timely purchase of travel arrangements and shipment of course materials. An event is considered confirmed and becomes binding upon receipt of an official commitment.
- f. If the commitment is received less than 30 days before the scheduled event, the client will be assessed expedited shipping, handling, and travel charges.

#### 4. Copyright Information

- a. Client recognizes that it has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by Arbinger, unless otherwise agreed upon by the Parties in writing. Client agrees that Arbinger is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all copyrighted intellectual property that is owned or controlled by Arbinger. Arbinger is the sole owner and deliverer of Arbinger programs, training, consulting, and materials.
- b. The Arbinger Company, D/B/A "The Arbinger Institute, LLC," is the sole owner and deliverer of Arbinger's Outward Mindset series of training and related train-the-trainer programs, including all associated printed and digital course materials (the "Materials"). These Materials represent Arbinger's copyrighted intellectual property and are prohibited from being delivered by any other company or organization except when upon receiving express prior written consent from Arbinger.

#### 5. Shipping

- a. Physical materials ordered pursuant to a purchase order will not be delivered until receipt of such countersigned purchase order.

#### 6. Event Logistics

- a. For in-person events, client is responsible for providing event space and logistical items relevant to the presentation including VGA/HDMI capable projector, screen, two (2) flip charts, markers, seating, tables, and a sound system or speakers suitable for participants and venue. In addition, for events where client has purchased digital workbooks, client must also provide participant-accessible Wifi. To ensure an impactful experience for all during virtual events, Arbinger strongly encourages on-video participation for all attendees. For any facilitator training, participants are required to log into the Arbinger portal and download applicable facilitator materials to the computer they will bring to the course.
- b. Number of participants must be confirmed no later than 30 calendar days before the scheduled event to allow for timely printing and shipping. Client may incur additional expenses for expedited printing and shipping if number of participants changes within 30 calendar days of the event.

## 7. Cancellation and Reschedule

- a. Events canceled after a commitment is received will be subjected to a 30% cancellation fee. Events rescheduled at the convenience of the client after a purchase order or equivalent is received from the client will result in a rescheduling fee of 30%.
- b. Client agrees to incur return shipping costs for materials already shipped at the time of cancellation.
- c. Client may incur additional fees if shipped materials are not returned in unused/unopened and reusable condition.

## 8. Coaching Terms

- a. Coaching sessions must be scheduled in advance. It is the Client's responsibility to notify coach 24 hours in advance of the scheduled call/meeting to reschedule or cancel. No shows, reschedule requests or cancellations received without adequate notice (at least 24 hours before the scheduled call) will be considered consumed. Coaching sessions scheduled and then unexecuted due to a force majeure event may be rescheduled and are considered unconsumed.

Service Agreement

**Modifications:** The provisions of this Agreement are intended by The Arbinger Institute and Client as a final expression of their agreement and are intended also as a complete and exclusive statement of all terms applicable to The Arbinger Institute’s provision of services to Client under this Agreement.

**Governing Law:** This Agreement shall be governed in accordance with the laws of the State of Utah in the United States of America. In the event that any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorney’s fees, whether or not any suit is filed.

**Entire Agreement** Any Change or modification of this Agreement shall be made only upon the mutual written agreement of both parties. This Agreement supersedes all prior written or oral agreements between parties.

**ACCEPTED and AGREED:**

Arbinger  
Signature: \_\_\_\_\_

Client  
Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**CITY OF SHEBOYGAN  
RESOLUTION 168-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**FEBRUARY 23, 2026.**

A RESOLUTION authorizing the continuation of the self-insured worker’s compensation program.

WHEREAS, the City of Sheboygan is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker’s Compensation Act (the “Act”) provides that employers covered by the Act either insure their liability with worker’s compensation insurance carriers authorized to do business in Wisconsin, or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming the responsibility for its own worker’s compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker’s compensation with a special order from the Department of Workforce Development (the “Department”) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan shall provide for the continuation of a self-insured worker’s compensation program that is currently in effect.

BE IT FURTHER RESOLVED: That the City Clerk is directed to forward certified copies of this resolution to the Worker’s Compensation Division, Wisconsin Department of Workforce Development.

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 167-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**FEBRUARY 23, 2026.**

A RESOLUTION adopting the 2026 Seasonal Employee Compensation Rates effective March 1, 2026.

WHEREAS, Sheboygan Municipal Code Section 18-76 directs the Human Resources Director to establish an annual compensation schedule for seasonal employees and further allows for advancement in compensation for returning seasonal employees who are recommended by the department head to return due to their satisfactory service; and

WHEREAS, the Human Resources Director, in consultation with the City Administrator, recommends adopting the following as the 2026 Seasonal Employee Compensation Rates effective March 1, 2026 through February 28, 2027.

Seasonal Compensation Rates				
2026				
Position	Department	1st Year	2nd Year	3rd Year
Maintenance Worker - Cemetery (4 pos)	DPW	\$16.42	\$16.67	\$16.93
Maintenance Worker - Parks (8 pos)		\$16.42	\$16.67	\$16.93
Maintenance Worker - Traffic (2 pos)		\$16.42	\$16.67	\$16.93
Maintenance Worker - Forestry (2 pos)		\$16.42	\$16.67	\$16.93
Mowers (2-pos - busy streets), bathroom cleaner (1-pos)		\$17.44	\$17.70	\$17.96
Maintenance Worker Forestry (CDL Required) (1)		\$20.52	\$20.78	\$21.03
Dock Hands (4 pos)	FACILITIES	\$17.44	\$17.70	\$17.96
Bridgetenders (6 Pos)		\$16.42	\$16.67	\$16.93
Parking Utility Maintenance Worker (1 pos)	TRANSIT	\$16.42	\$16.67	\$16.93
New hires will receive first-year rates, while returning hires will be placed at the nearest subsequent year's rate, not exceeding the three-year rate. The seasonal compensation scale will be revised each year to account for a COLA increase.				

NOW, THEREFORE, BE IT RESOLVED: That the aforementioned compensation schedule for seasonal employees is adopted.

BE IT FURTHER RESOLVED: That this resolution shall be effective March 1, 2026 through February 28, 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

**CITY OF SHEBOYGAN  
RESOLUTION 175-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**FEBRUARY 23, 2026.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract for repairs to the watercraft fueling system at the Harbor Centre Marina.

WHEREAS, the Harbor Centre Marina fueling system requires repair to underground pipelines between the storage tanks and fuel dispensers; and

WHEREAS, the City of Sheboygan issued a Request for Bids # 2089-26 for the work with a stipulation that the work must be completed prior to the boating season; and

WHEREAS, the City of Sheboygan has reviewed the bids and found that EnergiTech Services, LLC, who submitted the low bid, has the capability to perform the work in a timely and professional manner prior to the start of the boating season.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute the necessary documents to enter into a contract with EnergiTech Services, LLC for the work.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to record a transfer from the Capital Fund to Marina/Boat Fund repayable when the Marina/Boat Fund has sufficient funds via the following budget amendment:

INCREASE:

Marina/Boat Fund – Building Maint & Repair (Acct. No. 634354-550110)	\$91,100
Marina/Boat Fund – Interfund Transfers In (Acct. No. 634-492000)	\$91,100
Capital Fund – General – Interfund Transfers Out (Acct. No. 400100-811100)	\$91,100
Capital Fund – Fund Equity Applied (Acct. No. 400-493000)	\$91,100

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  
ENERGITECH SERVICES LLC**

**FOR THE REPAIRS TO THE WATERCRAFT FUELING DEPOT LOCATED AT THE  
HARBOR CENTRE MARINA, 821 BROUGHTON DRIVE, SHEBOYGAN WI**

This Agreement ("Agreement") is made and entered into effective this \_th 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 EnergiTech Services LLC, 538 Carter Court, Kimberly WI ("Contractor").

WITNESSETH:

WHEREAS, the City owns operates the Harbor Centre Marina located at 821 Broughton Drive Sheboygan; and

WHEREAS, the Marina includes a fuel depot for the fueling of watercraft for Marina patrons which was installed in 1993 and now requires some repairs to properly re-adjust the pitch of the fuel lines between the underground storage tanks and the three fuel dispensers; and

WHEREAS, the City issued Request for Bids # 2089-26 to obtain bids from qualified providers of fuel storage and dispensing facilities("Services"); (Contract Exhibit# 1) and

WHEREAS, upon review, the City has determined that Contractor's bid is the lowest responsive and responsible bid for the Services (Contract Exhibit # 2) and the Contractor is a current vendor in good standing with the City; 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 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 right-of-way impacted by the project shall remain open to traffic during the project with possible parking lane closures to accommodate replacement of concrete curb and gutter.

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

- Mobilization and de- mobilization
- Provision of all permits, licensing, insurance and bonding necessary for the project.
- Provision and erection of suitable barricades and devices to properly protect the jobsite.
- Removal and disposal of all materials from the jobsite
- Provision of all labor, equipment and materials necessary to complete the repairs.
- Provision of all concrete and asphaltic pavement
- Trees removed to complete the work will not need to be replaced
- Site restoration including topsoil, seed and mulch
- Final closeout of the project including any necessary certification filings.

### **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 Products and 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 construction 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 Nicholas Warminsky, Marina Director 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 Engineer 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 \$ 91,100.00 ("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 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 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 in the form of a purchase order 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 On or before April 1, 2026 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 1, 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 clean and appropriate for such use. Fill materials shall not include hazardous materials or materials that reasonably could be expected to negatively impact construction 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 such action 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 subcontractor, 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 (Contract Exhibit # 3)**

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. § 111.32(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	Andrew Boncher
City of Sheboygan	EnergiTech Services LLC
828 Center Ave.	558 Carter Court
Sheboygan, Wisconsin 53083	Kimberly, WI 54136

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 limited 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. The Plan Set for Request for Bids 2089-26
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor
7. 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# 2089-26 and Addendum # 1
- Exhibit #2 Bid Response by Contractor and Tabulation of Bids
- Exhibit # 3 Insurance and Bonding Requirements

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

**CITY OF SHEBOYGAN, WISCONSIN**

**ENERGITECH SERVICES LLC**

**BY:** \_\_\_\_\_  
Ryan Sorenson, Mayor

\_\_\_\_\_  
Andrew Boncher

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, Clerk

\_\_\_\_\_

**REQUEST FOR BIDS  
CITY OF SHEBOYGAN  
#2089-26**

**HARBOR CENTRE MARINA  
FUEL SYSTEM REPAIRS**

**Issued January 19, 2026  
Bids due February 12, 2026 1:00 pm**



**CITY OF SHEBOYGAN  
REQUEST FOR BIDS 2089-26  
HARBOR CENTRE MARINA  
FUEL SYSTEM REPAIRS**

The City of Sheboygan is soliciting bids for the turnkey repairs to our marina fuel dispenser system at the Harbor Centre Marina, 821 Broughton Drive, Sheboygan WI 53081.

In order to be considered, Bids, on forms included with the bid documents must be received no later than 1:00 PM in electronic format on **Thursday February 12, 2026**

Bidders are required to furnish bid security in the form of a Bid Bond or certified check in an amount of not less than Five Percent (5%) of the total base bid amount. The awarded contractor will be required to furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the project bid amount.

Prevailing Wage Rates are not a requirement for this project.

The project will include selective demolition of concrete and complete replacement of the fuel lines between the underground fuel storage tanks and the three fuel dispensers Also included will be the provision and installation of three new dispenser sumps and all new 3" over 2" fiberglass supply piping. The new piping is to be installed so that it is pitched toward the storage tanks. All plumbing, electrical and concrete work is to be included on a turnkey basis.

In order to be considered, Contractors must have on file a valid Bidders Proof of Responsibility a minimum of five days prior to the bid date with the City Engineering Department. Forms are included with the bid documents.

Interested parties may obtain specifications and bidding documents by contacting the purchasing agent at (920) 459-3469 or [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)

The awarded Contractor will be required to furnish a certificate of insurance naming the City of Sheboygan as additionally insured prior to the start of any work related to the project.

All proposals received become the property of The City of Sheboygan and must remain in effect not less than sixty (60) days beyond the proposal submission deadline. Proposals submitted may be withdrawn up and until the proposal deadline.

The City of Sheboygan reserves the right to reject any proposals received, cancel this solicitation, waive any informality associated with the proposal process and award the contract deemed to be in the best interest of The City of Sheboygan

CITY OF SHEBOYGAN  
REQUEST FOR BIDS 2089-26  
Harbor Centre Marina  
Fuel System Repairs

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- Attachment A Insurance and Bonding Standards
- Attachment B Bidders Proof of Responsibility
- Attachment C 1993 Blueprints

## 1 NOTICE TO PROPOSERS

### 1.1 Summary

The City of Sheboygan (“City”) is soliciting bids from qualified contractors for the complete turnkey replacement of the supply lines and sumps between the three existing dispensers and the two underground fuel storage tanks. serving the Harbor Centre Marina in Sheboygan. Vendors submitting Bids (“Bidders”) are required to read this Request for Bids (“RFB”) in its entirety and follow the instructions contained herein.

### 1.2 Important Dates

Deliver Proposals no later than the due time and date indicated below. The County will reject late Proposals:

Issue Date: January 19 2025  
Proposals Due: 1:00 pm February 12, 2026

### 1.3 Format

Submit Proposals in pdf format via electronic mail.:

### 1.4 Labeling

All proposals must be clearly labeled in the subject Line:  
Request for Bids “Harbor Centre Marina Fuel System Repairs”

### 1.5 Delivery of Proposals

Delivery of electronic copy to:

**Via email: [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)**

### 1.6 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Sheboygan Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

### 1.7 Multiple Proposals

Multiple Proposals (Alternates) from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

## 1.8 City of Sheboygan Contact Information

The City of Sheboygan Purchasing Agent:  
 Bernard Rammer  
 828 Center Avenue  
 Sheboygan WI 53081  
 (920)459-3469  
 Bernard.rammer@sheboyganwi.gov

## 1.9 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, ***in writing***, to the Purchasing Agent via electronic mail.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will send addenda to all bidders of record— see 1.11 below.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package, however, the City of Sheboygan reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

### Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will issue addenda to **all** bidders of record. Proposers must acknowledge the receipt of any addenda on Form B. Failure to check for addenda and include their provisions may result in disqualification. Addenda to be distributed will include any questions received and answers **to same**.

## 1.10 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City’s discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

## 1.11 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

### 1.12 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the County's best interest to do so. The determination of materiality is in the sole discretion of the City.

### 1.13 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" as defined in State of Wisconsin Statutes and identified as same by the Proposer may be held confidential.

Proposers shall clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and identified, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

### 1.14 Tax Exempt

The City of Sheboygan as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005599. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be furnished.

### 1.15 Proposers Responsibility

Proposers shall examine this RFB and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

### 1.16 Inspection

Bidders may inspect the site on their own Should access to areas not easily accessible be needed bidders should contact Marina Manager Nicholas Warminsky at (920)331-8350 Appointments are appreciated.

## 2 DESCRIPTION OF PROJECT

### Introduction

The City of Sheboygan has determined that the supply piping between its two Underground Fuel storage tanks needs replacement to correct the pitch of the lines and assure they are pitched towards the tanks. There is one Gasoline and one Diesel Tank servicing three dispensers.

Since the systems to be replaced are underground, the work will require a significant amount of demolition of the existing concrete to expose the piping including the dispenser islands and concrete back to the underground tanks. The dispensers and associated concrete are located behind a fence which may require smaller equipment or partial disassembly to gain access.

This project is considered to be “turnkey” with the contracted vendor providing all necessary permits, travel, labor, materials, concrete and electrical work and restoration for a complete project.

The work needs to be completed as soon as possible to coincide with the seasonal opening of the Marina to boaters in the Spring of 2026.

All of the quantities listed are considered to be an estimate. The Contractor will need to verify all of the quantities based upon physical inspection and the attached drawings

### Term

The contract between the parties will involve all elements of work identified within this document. Replacement of the roof is expected to begin in February 2026 with completion by mid April 2026

### 2.1 Subcontracting

Subcontracting of certain portions of the work by the Awarded Contractor is expected.

1. Sub-Contract with Electrical Contractor
2. Sub Contract with Concrete Contractor
3. Sub Contract for repairs to the landscape

### 2.2 Work by Contractor to include

The following is to be included in the contract for construction.

- Secure all necessary permits
- Remove and replace concrete to replace (3) dispenser sumps and piping
- Sawcut, remove and dispose of old concrete
- Remove existing sumps and piping
- Perform assessment of the site
- Trenching for new 3” over 2” Piping
- Furnish and install (3) new dispenser sumps and piping
- Furnish and install (20 42” Manholes and (3) 18” manholes
- Backfilling of trenches

- All concrete work as detailed below
- All electrical work to disconnect and reconnect (3) dispensers and (20) submersible
- All landscaping restoration work necessary for a complete turnkey project.
- Trees required to be removed to access the work will not be required to be replaced by the Contractor

### **2.3 Work by Concrete Contractor to include:**

- Removal and replacement of Concrete inside of the fence from dispensers to tanks measuring roughly 87' x 10'
- Removal and replacement of approximately 20 feet of 5' wide sidewalk from the fence to the landscape area.
- Approximately 35" through the landscaped/grass area to trench for product lines.
- Install (3) 3 foot by 3 foot concrete islands
- Install an approximate 16' x 21' x 8" thick tank pad
- All concrete to be an 8-Bag Mix properly reinforced with 1/2" re-bar 2' OC each way.
- Mobilization and demobilization included

### **2.4 Work By Others**

- Contract to include all work necessary for a complete turnkey replacement.

### **2.5 City's responsibility**

- Contractor's proposal shall clearly identify any work expected of the City of Sheboygan/Harbor Centre Marina under the proposal.

### **2.5 Coordination with Others**

The Contractor is expected to closely coordinate site activities with the owner, Roofing Contractor and all sub-contractors to assure that all work to be done occurs on a planned and scheduled basis. It will be the responsibility of the awarded contractor to coordinate progression of the work both with his/her sub-contractors and the roofing contractor.

### **2.6 Warranty**

Bidders should include a full explanation of the warranty associated with the Project inclusive of both product warranties as well as warranties to protect against defects in workmanship.

### **2.7 Wage Rates**

Prevailing Wage Rates are Not Required on this project.

### **2.8 Asbestos Containing materials**

There are no existing known Asbestos Containing Materials. Should asbestos or suspected Asbestos Containing Materials be encountered, Contractor shall notify owner immediately and owner shall be responsible for their lawful removal. expected to be encountered.

## 2.9 INSURANCE AND BONDING

PLEASE REFER TO ATTACHMENT FOR INSURANCE AND BONDING REQUIREMENTS

### 2.12 Bidders Proof of Responsibility

A valid Bidders Proof of responsibility must be on file with the Office of the City Engineer not less than five days prior to the due date of the bids. If you are unsure as to the status of previous Bidder Proof filings please contact the Department of Public Works at (920)459-3440

### 2.13 Contractor Licensure

Contractor's must be licensed by the City of Sheboygan Building Inspection Department. Questions or information should be directed to the Building Inspection Department at 920-459-4064

<b>Form A: Signature and Non-Collusion Affidavit</b> <b>RFB: Marina Fuel System Repairs</b>

***This form must be returned with your response.***

In signing Bids, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING

**Form B: Receipt of Forms and Submittal Checklist:  
RFB: Marina Fuel System Repairs**

***This form must be returned with your response.***

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Project Request for Bids	
Detailed plans and Specifications in .PDF Format	
Form A: Signature/Non-Collusion Affidavit	
Form B: Receipt of Forms and Submittal Checklist	
Form C: Vendor Profile	
Form D: Cost Proposal	
Form E: References	
Appendix A Standard Terms and Conditions	
Appendix B: Insurance and Bonding Requirements	
Appendix C: 1993 Blueprints	

COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**Form C: Vendor Profile**  
**RFB: Marina Fuel System Repairs**

**COMPANY INFORMATION**

***This form must be returned with your response.***

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	COUNTY	STATE	ZIP

**ORDERS/BILLING CONTACT**

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	COUNTY	STATE	ZIP

**Complete and return this form with your bid submittal**

**Form D: Cost Proposal**  
**RFB: Marina Fuel System Repairs**

*This form must be returned with your response.*

We propose to provide all necessary labor, travel, equipment, and permits for completion on a turnkey basis of the fuel system repairs at the Harbor Centre Marina on a turnkey basis at an all-inclusive price of:

**BASE BID**     \$ \_\_\_\_\_

\_\_\_\_\_ Thousand \_\_\_\_\_ Hundred

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

**If awarded the contract we would anticipate substantial completion on the project on or about**

\_\_\_\_\_, 2026 **Based upon our current schedule.**

**Month**                      **Day**

We Acknowledge Receipt of the following Addenda

#1 DATED \_\_\_\_\_ #2 DATED \_\_\_\_\_ #3 DATED \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

**Form E: References**  
**RFP: Marina Fuel System Repairs**

*This form must be returned with your response.*

<b>REFERENCE #1 – CLIENT INFORMATION</b>			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Nature of Repairs	Delivery date		
Notes			

<b>REFERENCE #2 – CLIENT INFORMATION</b>			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Nature of Repairs	Delivery Date		
Notes			

<b>REFERENCE #3 – CLIENT INFORMATION</b>			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Nature of Repairs	Delivery Date		
Notes			

## APPENDIX A

### STANDARD TERMS AND CONDITIONS (Request for Bids/Proposals/Contracts) Sheboygan County Purchasing

**APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County 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 County.

**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. Sheboygan County 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 County 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. County 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 county 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:** Sheboygan County 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 County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

**BID SUBMISSION:** Bids **MUST** be dated and time stamped by the Sheboygan County Purchasing Agent's Office on or before the date and time 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 County 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 County Purchasing Division.

**PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, 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 County 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 County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

**TAXES:** The County 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 Sheboygan County.

The County 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 County is exempt from Wisconsin sales or use tax on these purchases. The County 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 Sheboygan County.

**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 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 Sheboygan County 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 County 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 County (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 County 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 County, 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 County, 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 County, 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 County, 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.

County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County 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 County, 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 County 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 County 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 County upon any matter herein indemnified against, County 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 County reserves the right to require higher or lower insurance limits where County 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:** County 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 County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

**PUBLIC RECORDS ACCESS:** It is the intention of the County 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 not 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 County 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., County 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, County 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 County.

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 Sheboygan County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited without express written consent of the county.

**ANTITRUST ASSIGNMENT:** The vendor and the County of Sheboygan recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Sheboygan (purchaser). Therefore, the successful vendor hereby assigns to the County 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 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 County 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 County 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 County 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 County may take such action.

**CITY OF SHEBOYGAN  
REQUEST FOR BIDS # 2089-26  
HARBOR CENTRE MARINA FUEL SYSTEM REPAIRS  
ADDENDUM #1  
JANUARY 21,2026**

This is Addendum # 1 to the Request for Bids for repairs to the City of Sheboygan Harbor Centre Marina fuel storage and dispensing system.

Questions received to date:

1) The fuel system was installed in 1994. Have the submersible pumps been replaced or upgraded and if so, when.

**A) The submersible pumps are original to the system and have not been replaced.**

2) Please provide information as to the current fuel dispensers.

**A) The current fuel dispensers were replaced in 2022. They are Gasboy™ by Gilbarco dispensers**

3) What is the anticipated date on which the marina will open for the Season?

**A) For Planning purposes please use April 1, 2026 as the seasonal opening date of the Marina.**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDA ON YOUR BID SUBMISSION FORMS**

**END OF ADDENDUM # 1**



110 Miller  
Ann Arbor, Michigan 48104  
313 662 4457  
313 662 7520 FAX

Planning  
Landscape Architecture  
Urban Design  
Civil Engineering  
Environmental Services

Johnson Johnson & Roy/Inc

J&R Project Number 15601.04

Designed by J&R/KLG  
Drawn by B. J. J. J.  
Checked by B. J. J. J.

Project Manager  
Fred A. Klumich  
Director, J&R/Ann Arbor

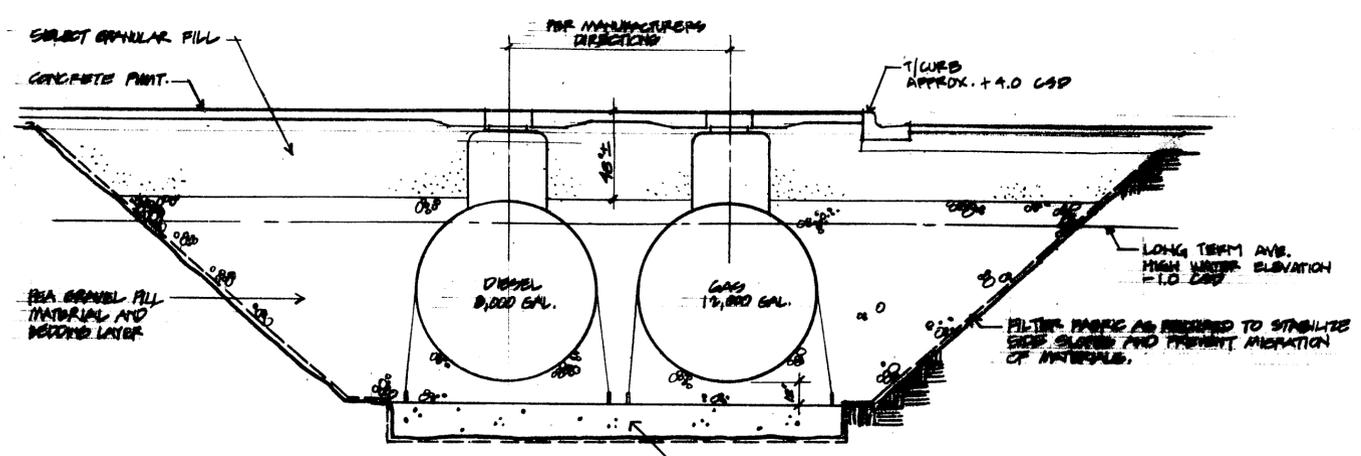
Issued For 2/17/85  
Date

**Harbor Centre Marina**  
Sheboygan, Wisconsin

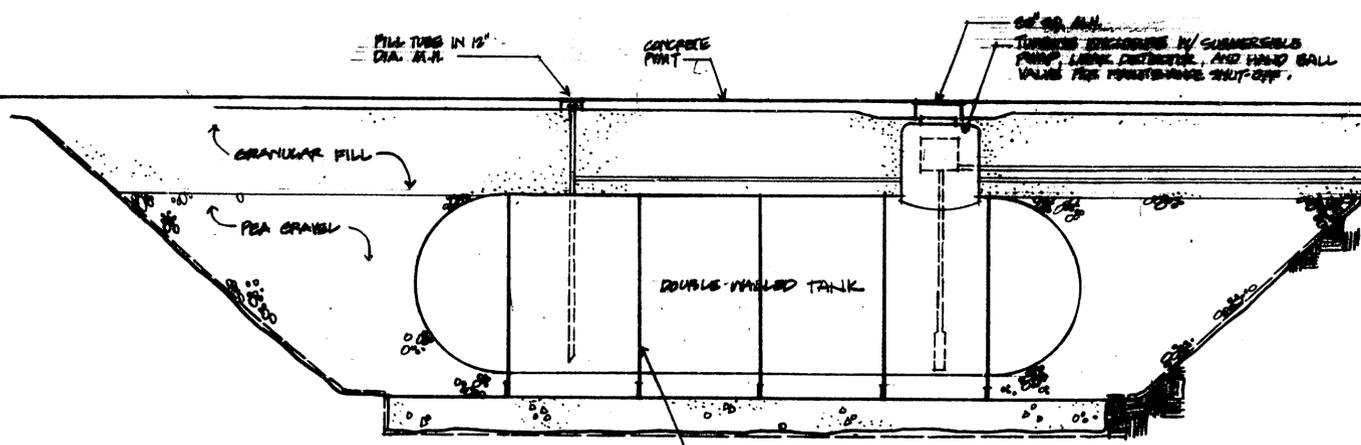
BP-3  
SITE DEVELOPMENT

Drawing Title  
**SITE DETAILS - FUELING AREA**

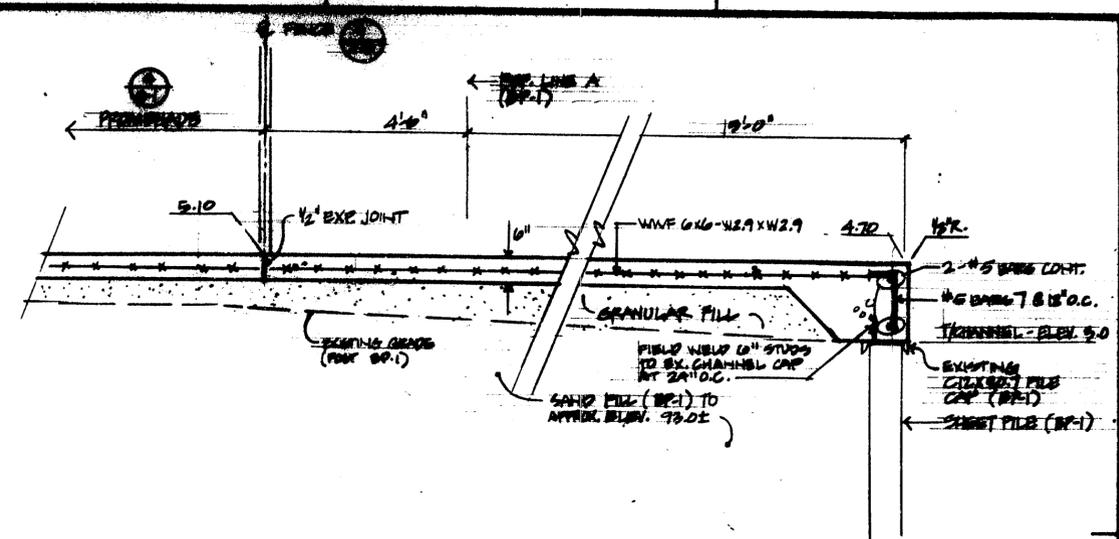
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Sheet Number



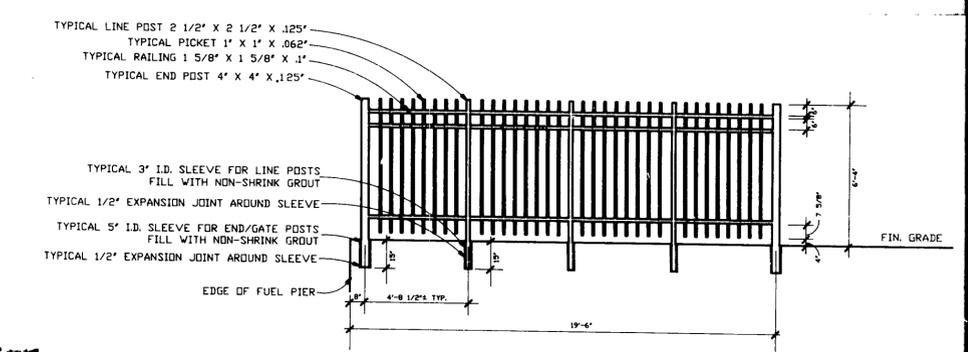
SECTION THROUGH FUEL SYSTEM STORAGE TANKS  
SCALE 1/4" = 1'-0"



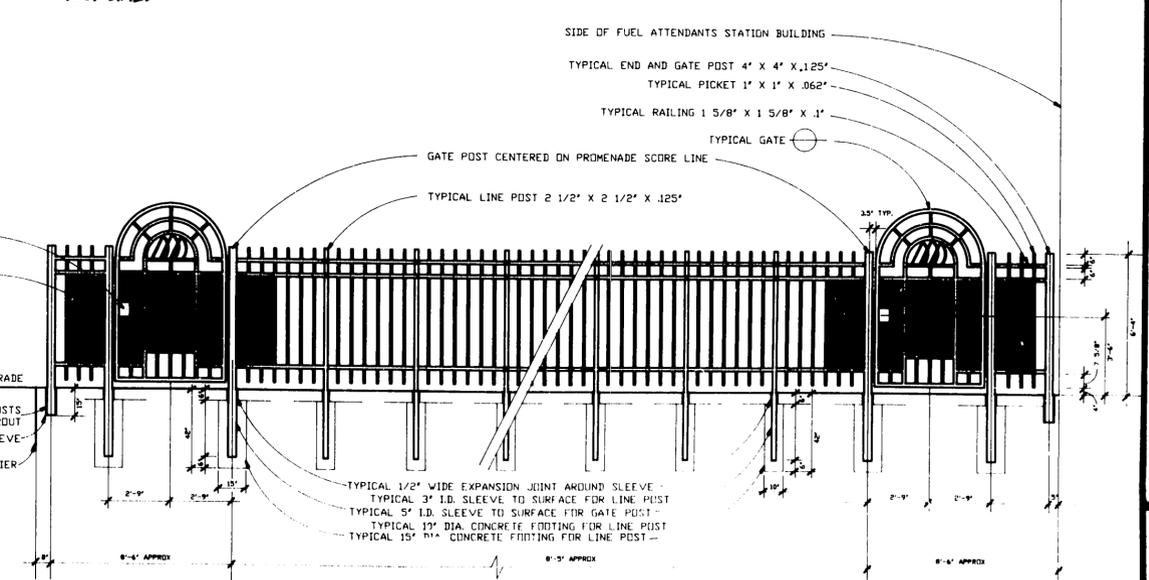
LONGITUDINAL SECTION THROUGH FUEL SYSTEM STORAGE TANK  
SCALE 1/4" = 1'-0"



SECTION THROUGH FUEL PIER  
SCALE 1/2" = 1'-0"



SIDE ELEVATION (View Facing South)



FRONT ELEVATION (View Facing East)

- NOTES:
- REFER TO SHEET 4-4 FOR LAYOUT OF FENCE.
  - POSTS, RAILING AND PICKETS TO BE TUBULAR STEEL SIZED AS INDICATED.
  - CONNECTIONS BETWEEN POSTS, RAILS AND PICKETS TO BE WELDED AND GRIND SMOOTH.
  - PICKETS AND POSTS TO HAVE A FLAT TOP COVERED WITH STEEL PLATE.
  - PICKETS TO BE EVENLY SPACED BETWEEN LINE POSTS WITH 6" CLEAR SPACE BETWEEN THEM.
  - CONTRACTOR TO FABRICATE AND SUBMIT A SAMPLE FOR APPROVAL BY ENGINEER PRIOR TO FENCE FABRICATION.
  - FENCE AND GATES TO BE PAINTED ACCORDING TO SPECIFICATIONS. COLOR TO BE SELECTED BY ENGINEER.
  - CONTRACTOR TO SUBMIT SHOP DRAWINGS AND/OR PRODUCT INFORMATION REGARDING GATE HINGES ASSEMBLY AND LEGS FOR APPROVAL BY ENGINEER.
  - FUEL PIER LATCHES TO BE SOLAR L-BRIDGE HEAVY DUTY MORTISE LOCKSET, SUITABLE FOR A MARINE ENVIRONMENT. LOCKSET SHALL BE OPERATED BY A 60 STYLE LEVER HANDLE FROM BOTH SIDES AND LOCKABLE FROM THE EXTERIOR ONLY. LOCKSET SHALL HAVE FINISH AND SECURITY CYLINDER SECURITY LEVEL THAT MEETS TO BE CO-ORDINATED WITH THE MARINE 4-8-85 MEETING.

4 ELEVATIONS OF FUEL PIER SECURITY FENCE AND GATES.  
5-8 1/4" = 1'-0"



110 Miller  
Ann Arbor, Michigan 48104  
313 662 4457  
313 662 7520 FAX

Planning  
Landscape Architecture  
Urban Design  
Civil Engineering  
Environmental Services

Johnson Johnson & Roy/inc

JJR Project Number 15601.04

Designed by *KMC* Design Review

Drawn by *BZ* Checked by

Technical Review

Project Manager

Principal in Charge

Director, JJR/Ann Arbor

ISSUED FOR BIDS 2/17/93  
Issued For Date

# Harbor Centre Marina

Sheboygan, Wisconsin

BP-3  
SITE DEVELOPMENT

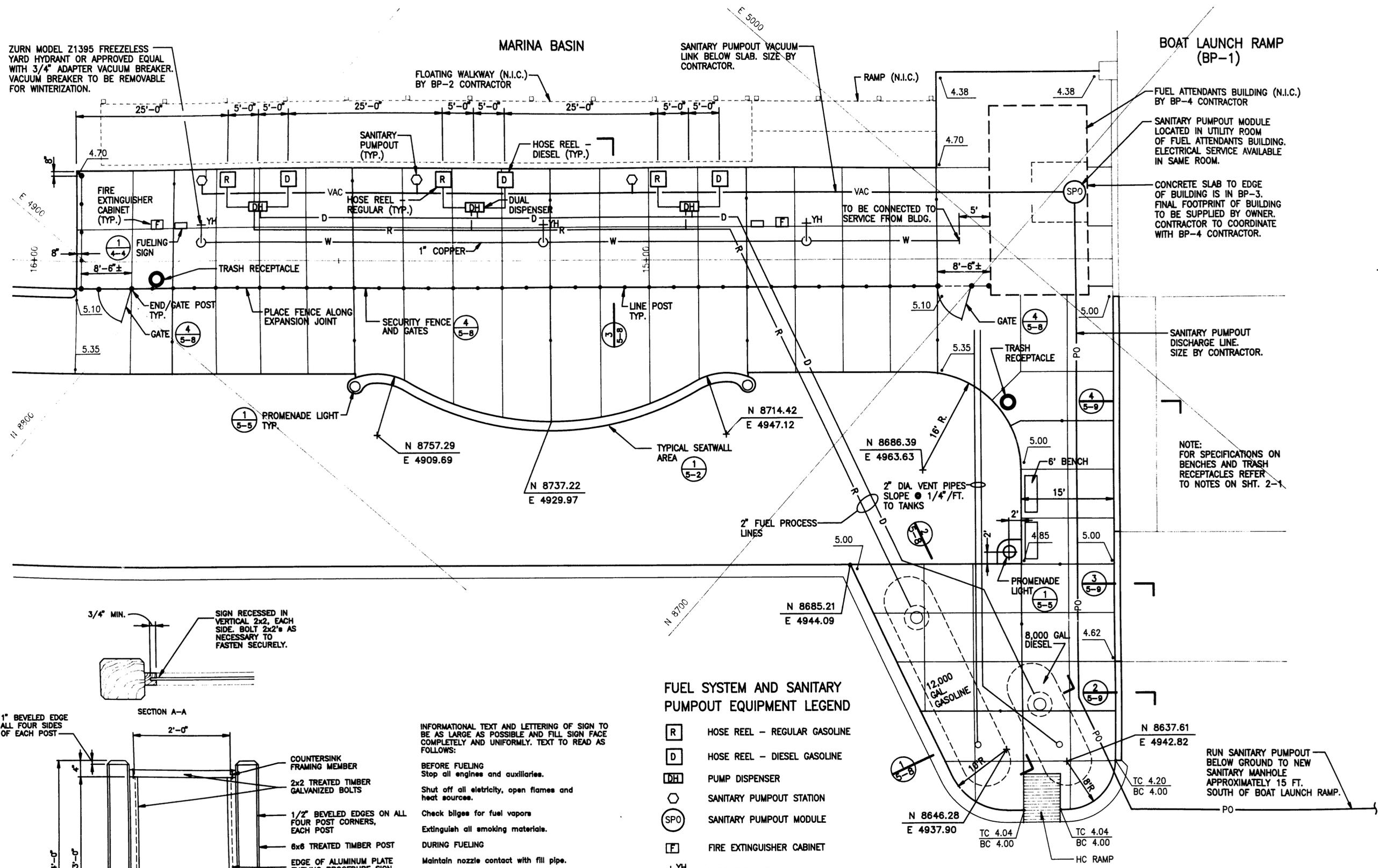
Drawing Title  
FUEL PIER AREA

1/8" = 1'-0"

Scale

4-4

Sheet Number



NOTE:  
FOR SPECIFICATIONS ON  
BENCHES AND TRASH  
RECEPTACLES REFER  
TO NOTES ON SHT. 2-1

RUN SANITARY PUMPOUT  
BELOW GROUND TO NEW  
SANITARY MANHOLE  
APPROXIMATELY 15 FT.  
SOUTH OF BOAT LAUNCH RAMP.

### FUEL SYSTEM AND SANITARY PUMPOUT EQUIPMENT LEGEND

- [R] HOSE REEL - REGULAR GASOLINE
- [D] HOSE REEL - DIESEL GASOLINE
- [DH] PUMP DISPENSER
- [SPO] SANITARY PUMPOUT STATION
- [SPO] SANITARY PUMPOUT MODULE
- [F] FIRE EXTINGUISHER CABINET
- [YH] YARD HYDRANT

- VAC — PUMPOUT SYSTEM VACUUM LINE
- PO — PUMPOUT SYSTEM PRESSURE LINE

INFORMATIONAL TEXT AND LETTERING OF SIGN TO BE AS LARGE AS POSSIBLE AND FILL SIGN FACE COMPLETELY AND UNIFORMLY. TEXT TO READ AS FOLLOWS:

**BEFORE FUELING**  
Stop all engines and auxiliaries.  
Shut off all electricity, open flames and heat sources.  
Check bilges for fuel vapors  
Extinguish all smoking materials.

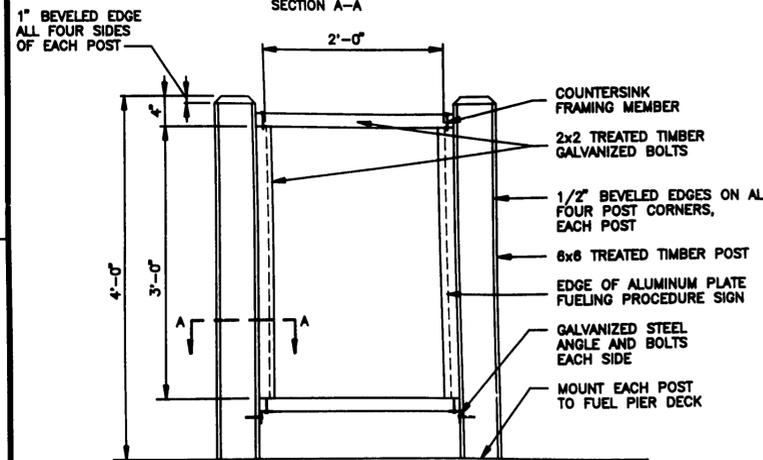
**DURING FUELING**  
Maintain nozzle contact with fill pipe.  
Wipe up spills immediately.  
Avoid overfilling.

**AFTER FUELING AND BEFORE STARTING ENGINES**  
Inspect bilges for leakage or fuel odors.  
Ventilate until odors are removed.

1 FUELING PROCEDURE SIGN  
4-4 SCALE: 1" = 1'-0"

3/4" MIN.  
SIGN RECESSED IN VERTICAL 2x2, EACH SIDE. BOLT 2x2'S AS NECESSARY TO FASTEN SECURELY.

SECTION A-A



1" BEVELED EDGE ALL FOUR SIDES OF EACH POST

- COUNTERSINK FRAMING MEMBER
- 2x2 TREATED TIMBER GALVANIZED BOLTS
- 1/2" BEVELED EDGES ON ALL FOUR POST CORNERS, EACH POST
- 6x6 TREATED TIMBER POST
- EDGE OF ALUMINUM PLATE FUELING PROCEDURE SIGN
- GALVANIZED STEEL ANGLE AND BOLTS EACH SIDE
- MOUNT EACH POST TO FUEL PIER DECK



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
ENERGITECH SERVICES  
558 Carter Court  
Kimberly, WI 54136

**SURETY:**

(Name, legal status and principal place of business)  
THE HANOVER INSURANCE COMPANY  
440 Lincoln Street  
Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)  
CITY OF SHEBOYGAN  
833 Center Avenue, Sheboygan, WI 53081

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)  
Harbor Centre Marina Fuel Systems Repairs, Sheboygan, WI

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of February, 2026

_____ (Witness)  Kelly Leahy _____ (Witness)	_____ ENERGITTECH SERVICES (Principal) <i>[Signature]</i> _____ (Title) THE HANOVER INSURANCE COMPANY (Surety) <i>[Signature]</i> _____ (Title) Roxanne Jensen, Attorney in Fact	_____ (Seal)  
---	--	--

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Roxanne Jensen, Kelly Cody, Brian Krause, Trudy A. Szalewski, and Marc Sacia

Of AON Risk Solutions of Milwaukee, WI each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 15<sup>th</sup> day of September, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

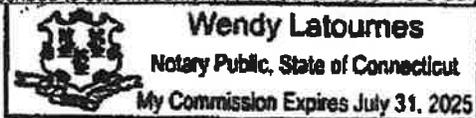
*James H. Kawiecki*  
James H. Kawiecki, Vice President

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*Joellen M. Mendoza*  
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 15<sup>th</sup> day of September 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Wendy Latoumes*  
Wendy Latoumes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12<sup>th</sup> day of February 2026

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America  
*John Rowedder*  
John Rowedder, Vice President

CERTIFIED COPY

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*  
ENERGITECH SERVICES  
558 Carter Court  
Kimberly, WI 54136

**SURETY:**  
*(Name, legal status and principal place of business)*  
THE HANOVER INSURANCE COMPANY  
440 Lincoln Street  
Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**  
*(Name, legal status and address)*  
CITY OF SHEBOYGAN  
  
833 Center Avenue, Sheboygan, WI 53081

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
Harbor Centre Marina Fuel Systems Repairs, Sheboygan, WI

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of February, 2026

<p>_____ <i>(Witness)</i></p> <p><i>Kelly Leahy</i></p> <p>_____ <i>(Witness)</i></p>	<p>ENERGITECH SERVICES <i>(Principal)</i> _____ <i>(Seal)</i></p> <p><i>(Title)</i> _____</p> <p>THE HANOVER INSURANCE COMPANY <i>(Surety)</i> _____</p> <p><i>(Title)</i> Roxanne Jensen, Attorney in Fact</p>
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THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Roxanne Jensen, Kelly Cody, Brian Krause, Trudy A. Szalewski, and Marc Sacia

Of AON Risk Solutions of Milwaukee, WI each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 15<sup>th</sup> day of September, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

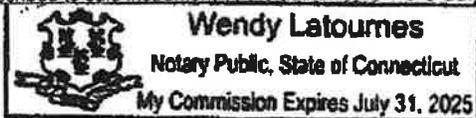
*James H. Kawiecki*  
James H. Kawiecki, Vice President

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*Joellen M. Mendoza*  
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 15<sup>th</sup> day of September 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Wendy Latoumes*  
Wendy Latoumes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12<sup>th</sup> day of February 2026

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America  
*John Rowedder*  
John Rowedder, Vice President

CERTIFIED COPY

**CITY OF SHEBOYGAN  
REQUEST FOR BIDS # 2089-25  
HARBOR CENTRE MARINA FUEL SYSTEM REPAIRS**

<b>BIDDER &amp; CITY</b>	<b>BID BOND</b>	<b>BIDDER PROOF</b>	<b>ADDENDUM 1</b>	<b>BID</b>	<b>COMPLETION BY</b>
<b>ENERGI TECH SERVICES 558 Carter Court Kimberly WI</b>	Yes	Yes	Yes	\$ 91,100.00	April 1 <sup>st</sup> 2026 or before
<b>WALT'S PETROLEUM SERVICE 5207 E, Jelinek Avenue Schofield, WI</b>	Yes	Yes	Yes	\$ 100,012.07	April 15, 2026

**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) <b>per project</b>  | \$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) <b>”if”</b> 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 174-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**FEBRUARY 23, 2026.**

A RESOLUTION 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.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, public awareness and concerns are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, since 1993 World Migratory Bird Day (WMBD) (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; and

WHEREAS, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun; and

WHEREAS, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants; and

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan declares May 9, 2026, World Migratory Bird Day.

BE IT FURTHER RESOLVED: That the Director of Public Works or his designee is authorized to apply for renewal of the City’s designation as a Bird City.

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 172-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**FEBRUARY 23, 2026.**

A RESOLUTION 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).

WHEREAS, the City of Sheboygan has advertised for bids to construct the South Business Drive Concrete Pavement Repairs (Union Avenue to Indiana Avenue) (the “Project”); and

WHEREAS, the lowest bid of the three (3) received was from Vinton Construction Company for \$521,104.50; and

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

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of 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 Vinton Construction Company for the construction of the Project.

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

<b>PROJECT MAN</b>				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	C26-02	Page:

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Vinton Construction Company ("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 Concrete Pavement Repairs, South Business Drive and South 14<sup>th</sup> Street (Union Avenue – Indiana Avenue).***

**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. Parts of the Work must be substantially completed on or before the following Milestone(s):
    - 1. All work on the project shall be completed within 90 calendar days of work start and completed no later than August 6, 2026.
    - 2. Stage 2 construction shall be completed within 19 calendar days.
- 4.03 *Milestones*
  - A. Milestone 1: All work from Union Avenue to Georgia Avenue shall be completed prior to July 2, 2026.
- 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

<b>PROJECT MAN</b>					
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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):

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*

- C. 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.
- D. 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.

**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.

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- 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, 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.

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## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
  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. Federal Labor Provisions (HUD 4010), Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference).
  6. Addenda (not attached but incorporated by reference)
    - a. Number **{Number}** dated **{Date}**.
    - b. Number **{Number}** dated **{Date}**.
    - c. Number **{Number}** dated **{Date}**.
  7. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid consisting of **{Total Pages}**.
  8. 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.

<b>PROJECT MAN</b>					
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**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 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.

<b>PROJECT MAN</b>					
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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 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

\_\_\_\_\_

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: City Attorney

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



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**2026 Concrete Pavement Repairs**  
**S Business Dr and S 14<sup>th</sup> St**  
**(Union Avenue – Indiana Avenue)**

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	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	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	14
	<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 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 MAN</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 32.1	Sewer Televising - Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	7
33 05 61	Concrete Manholes, Catch Basins and Inlets	7

**Bid Number C26-02**  
**2026 Concrete Pavement Repairs (#9957209)**  
**South Business Drive and South 14th Street**  
**(Union Avenue - Indiana Avenue)**

**Vinton Construction Company**

Line Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Mobilization	LS	1	\$34,100.00	\$34,100.00
2	Traffic Control	LS	1	\$13,000.00	\$13,000.00
3	Traffic Control PCMS	Days	100	\$68.00	\$6,800.00
4	Traffic Control - Detour	LS	1	\$2,000.00	\$2,000.00
5	Milling Concrete Pavement 2-Inch	SY	4600	\$3.03	\$13,938.00
6	Removing Pavement	SY	2400	\$16.00	\$38,400.00
7	Removing Curb and Gutter	LF	50	\$10.00	\$500.00
8	12-Inch PVC Storm Sewer	LF	45	\$172.00	\$7,740.00
9	Adjusting Sanitary Manholes Minor	Each	4	\$615.00	\$2,460.00
10	Adjusting Storm Manholes Minor	Each	3	\$615.00	\$1,845.00
11	Adjusting Inlets Minor	Each	14	\$454.00	\$6,356.00
12	Sanitary Manhole Castings	Each	4	\$1,215.00	\$4,860.00
13	Storm Manhole Castings	Each	3	\$856.00	\$2,568.00
14	Inlet Castings	Each	14	\$861.00	\$12,054.00
15	HMA Pavement 4 LT 58-28 S (12.5 mil)	Tons	525	\$88.68	\$46,557.00
16	Tack Coat (0.06 Gals/SY)	Gal	300	\$3.54	\$1,062.00
17	Concrete Pavement 9-Inch	SY	2200	\$80.98	\$178,156.00
18	Concrete Base 7-Inch	SY	300	\$70.12	\$21,036.00
19	Concrete Curb and Gutter 30-inch	LF	350	\$55.00	\$19,250.00
20	Concrete Curb and Gutter 30-Inch, Integral	LF	750	\$25.00	\$18,750.00
21	Concrete Island Nose Sloped	SF	30	\$15.00	\$450.00
22	Drilled Dowel Bars	Each	1650	\$16.50	\$27,225.00
23	Pavement Ties	Each	725	\$9.00	\$6,525.00
24	Sawing Concrete Pavement	LF	3850	\$2.50	\$9,625.00
25	Pavement Marking 4-Inch Skips	LF	2000	\$0.55	\$1,100.00
26	Pavement Marking 4-Inch Double Yellow Centerline	LF	1300	\$0.90	\$1,170.00
27	Pavement Marking 4-Inch Yellow Edgeline	LF	6300	\$0.55	\$3,465.00
28	Pavement Marking 8-Inch Channelizing	LF	1400	\$0.80	\$1,120.00
29	Pavement Marking 6-Inch Crosswalk	LF	2150	\$7.25	\$15,587.50
30	Pavement Marking 12-Inch Stop Bar	LF	400	\$10.50	\$4,200.00
31	Pavement Marking Island Nose	SY	40	\$38.00	\$1,520.00
32	Pavement Marking Arrows Type 1	Each	2	\$295.00	\$590.00
33	Pavement Marking Arrows Type 2	Each	12	\$315.00	\$3,780.00
34	Pavement Marking Arrows Type 3	Each	2	\$450.00	\$900.00
35	Pavement Marking Words	Each	6	\$340.00	\$2,040.00
36	Topsoil	SY	250	\$18.00	\$4,500.00
37	Hydro-seed	SY	250	\$5.00	\$1,250.00
38	Rock Bags	Each	20	\$25.00	\$500.00
39	Inlet Protection	Each	55	\$75.00	\$4,125.00
<b>Total</b>			---	---	<b>\$521,104.50</b>

**CITY OF SHEBOYGAN  
REPORT 50-25-26**

**BY CITY CLERK.**

**FEBRUARY 9, 2026.**

Submitting a license application.

“CLASS B” LIQUOR LICENSE (June 30, 2026) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3767	El Rancho LLC (El Rancho Bar and Grill)	1515 New Jersey Avenue

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

**CITY OF SHEBOYGAN  
RESOLUTION 178-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**FEBRUARY 23, 2026.**

A RESOLUTION authorizing entering into a Tax Incremental District Development Agreement with Harbor View Lofts, LLC for the property located at 636 Wisconsin Avenue, and further authorizing the issuance of taxable tax increment project municipal revenue obligation.

WHEREAS, the City of Sheboygan, Wisconsin created Tax Incremental District No. 21 (“TID 21”) for the purpose of promoting redevelopment; and

WHEREAS, Harbor View Lofts, LLC (the “Developer”) has agreed to construct and install certain improvements, namely, a five-story, 126-unit apartment complex, on the property located at 636 Wisconsin Avenue (Parcel 59281110440), located within in TID 21 (the “Project”); and

WHEREAS, the Developer has agreed to take actions to promote development in TID 21 which produce benefits to the public pursuant to a “Tax Incremental District Development Agreement,” attached as Exhibit A, and incorporated herein by reference, (the “Development Agreement”); and

WHEREAS, in order to further its development efforts in TID 21, the City agrees to apply a portion of the tax increment revenues from TID 21 to reimburse the Developer for a portion of the costs of the Project and as consideration for the other benefits provided to the City by the Developer, in accordance with the terms of the Development Agreement; and

WHEREAS, in order to fulfill the City’s obligations to the Developer, the City is to issue to the Developer a “Taxable Tax Increment Project Municipal Revenue Obligation” (the “MRO”) within ninety (90) calendar days after the City receives Developer’s Commencement Notice, which shall be payable solely from tax increments generated by the Project on the property described within the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized to execute the Tax Incremental District Development Agreement between the City of Sheboygan and the Developer, attached as Exhibit A.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to issue the City's MRO on such terms and conditions as set forth in the Development Agreement in consideration for the obligations undertaken by the Developer in constructing the Project and as otherwise set forth in the Development Agreement. The MRO shall be in the principal amount of \$4,460,400 and shall not bear any interest.

The MRO shall be payable in installments of principal due on October 31st in each of the years and in the amounts of Available Tax Increment for such year as set forth in the Development Agreement.

The MRO shall be signed by the manual or electronic (e.g., DocuSign or other similar technology) signatures of the Mayor and Clerk of the City (provided that, unless the City has contracted with a fiscal agent to authenticate the MRO, at least one of such signatures shall be manual), and sealed with the corporate seal of the City, or an electronic transmission thereof.

The MRO shall be in substantially the form set forth in the attached Development Agreement.

The MRO shall be payable only out of the "Special Redemption Fund" (the "Fund"), as hereinafter provided, and shall be a valid claim of the owner thereof only against the Fund and from the revenues pledged to such Fund, and shall be payable solely from Available Tax Increment derived from the Real Estate which have been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes and appropriated by the City Council to the payment of the MRO.

As stated above, the application of Available Tax Increment to payment of the MRO is subject to annual appropriation by the Common Council. However, and without in any way limiting the foregoing appropriation powers, the City fully expects and anticipates that to the extent Available Tax Increment is generated by the Real Estate it will appropriate, in each year, the Available Tax Increment to the payment of the principal of the MRO.

BE IT FURTHER RESOLVED: That for the purpose of the application and proper allocation of the Available Tax Increments, and to secure the payment of the principal of the MRO, the Fund is hereby created and shall be used solely for the purpose of paying principal of the MRO in accordance with the provisions of the MRO and this Resolution. The City shall deposit in the Fund the Available Tax Increment received by the City attributable to the Real Estate. The monies on deposit in the Fund shall be used to pay principal on the MRO.

Uninvested money in the Fund shall be kept on demand deposit with such bank or banks as may be designated from time to time by the City as public depositories under the laws of Wisconsin. Such deposits of Fund money shall be secured to the fullest extent required by the laws of Wisconsin and the general investment policy of the City.

Money in the Fund, if invested, shall be invested in direct obligations of, or obligations guaranteed as to principal and interest by, the United States of America, or in certificates of deposit secured by such obligations and issued by a state or national bank which is a member of the Federal Deposit Insurance Corporation and is authorized to transact business in the State of Wisconsin, maturing not later than the date such money must be transferred to make payments on the MRO. All income from such investments shall be deposited in the Fund. Such investments shall be liquidated at any time when it shall be necessary to do so to provide money for any of the purposes for the Fund.

All Available Tax Increment shall be deposited in the Fund, and no other fund is created by this Resolution.

On each Payment Date, the City shall apply Available Tax Increment received by the City with respect to the Real Estate during that calendar year and appropriated by the City Council to the payment of the MRO.

If on any Payment Date there shall be insufficient Available Tax Increment appropriated to pay the principal due on the MRO, the amount due but not paid shall accumulate and be payable on the next Payment Date until the Final Payment Date. The City shall have no obligation to pay any amount of principal on the MRO which remains unpaid after the Final Payment Date.

As provided in Section 6.1 of the Development Agreement, the total amount of principal to be paid on the MRO shall not exceed \$4,460,400.00. When that amount of Available Tax Increment has been appropriated and applied to payment of the MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect thereto.

**BE IT FURTHER RESOLVED:** That the City Clerk shall keep books for the registration and for the transfer of the MRO. The person or entity in whose name any MRO shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the MRO shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such MRO to the extent of the sum or sums so paid.

The MRO may be transferred or assigned, in whole or in part, by the registered owner thereof only with the consent of the City and with the satisfaction of all other assignment requirements set forth in the MRO and the Development Agreement, by surrender of the MRO at the office of the Clerk of the City accompanied by an assignment duly executed by the registered owner or such registered owner's attorney-in-fact duly authorized in writing. Upon such transfer or assignment, the Clerk of the City shall record the name of the transferee or assignee in the registration book and note such transfer or assignment on the MRO and re-issue the MRO (or a new MRO of like aggregate principal amount and maturity).

BE IT FURTHER RESOLVED: That the Mayor, the City Clerk, the City Administrator and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the City under the MRO.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the MRO), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the City.

BE IT FURTHER RESOLVED: That if any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution.

EFFECTIVE DATE: This Resolution shall be effective immediately upon its passage and approval.

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 INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of March 2, 2026 (the “**Effective Date**”) by and among the **CITY OF SHEBOYGAN, WISCONSIN**, a Wisconsin municipal corporation (the “**Municipality**”), and **HARBOR VIEW LOFTS, LLC**, a Wisconsin limited liability company (“**Developer**”).

### RECITALS

A. The Municipality has created Tax Incremental District No. 21 (“**District**”) as a rehabilitation tax increment district under the Municipality’s project plan (the “**Project Plan**”) in order to finance various project costs within the District subject to approvals by the Municipality’s Common Council and the Joint Review Board for the District pursuant to Wis. Stat. § 66.1105 (the “**TI Act**”).

B. Municipality owns the real property located in the District located at 636 Wisconsin Avenue (Parcel No. 59281110440) and described in greater detail in Exhibit A attached hereto and incorporated herein by reference (collectively, the “**Property**”), and the Municipality intends to convey the Property to Developer pursuant to the terms of this Agreement.

C. Developer, pursuant to the terms and conditions of this Agreement, is obligated to, among other things, construct a five story, one hundred twenty-six (126) unit apartment complex on the Property (the “**Project**”).

D. Developer acknowledges that but for the MRO (as defined below) and the conveyance of the Property, Developer would not move forward with the Project.

E. The Municipality believes it is appropriate to use tax increments from the District to provide for, among other things, the MRO and the acquisition of the Property to facilitate development and redevelopment within the District.

F. The Municipality further believes that the Project, as described in this Agreement, is in the best interests of the Municipality and its residents and is reasonably consistent with the public purposes and the development expectations of the Municipality, including, but not limited to, expanding housing, tax base and employment opportunities within the Municipality.

NOW, THEREFORE, the Municipality and Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agrees as follows:

### AGREEMENT

#### ARTICLE I – REQUIRED INFORMATION; TERMINATION

**1.1 Required Information.** The Municipality shall have no obligations under this Agreement, and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.2 below, if the Required Information (as defined below) has not been timely provided

by the Developer to the Municipality in form and substance reasonably acceptable to the Municipality. On or before August 1, 2027, Developer shall provide to the Municipality the following required information related to the Project (collectively, the “**Required Information**”) and such other documentation as the Municipality may request, both in form and in substance acceptable to the Municipality:

(a) A schedule for the construction of Developer Improvements (as defined below) and identifying the following for the Project:

(i) Intended commencement and completion date,

(ii) Reasonably estimated costs associated with the construction, and

(iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.

(b) An estimated cost breakdown and construction budget summary listing the intended cost of each improvement and construction expense for the Project, including, without limitation, all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Developer and Developer’s general contractor.

(c) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the Project. Developer shall also provide copies of all approvals by all applicable government bodies and agencies (including, without limitation, municipal or state issued building permits for the Project).

(d) A copy of the final construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Agreement (the “**Final Plans**”). The Final Plans must be certified as final and complete and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the Municipality in writing.

(e) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement, and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

(f) On or before the Effective Date, Developer shall provide the Municipality with all documents authorizing the appropriate officer of Developer to execute and deliver this Agreement (including, without limitation, authorizing resolutions of Developer).

**1.2 Termination Rights.** If Developer fails to fully and timely provide the Required Information, as determined in the sole discretion of the Municipality, the Developer shall be in Default under this Agreement. If Developer does not provide such Required Information within

thirty (30) calendar days after the Municipality provides Developer written notice of such Default(s), the Municipality shall have the right to terminate this Agreement and shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO).

## ARTICLE II – CONVEYANCE OF THE PROPERTY

**2.1 Property to be Conveyed.** Subject to the terms and conditions set forth in this Agreement (including, without limitation, ARTICLE I above), the Municipality agrees to convey the Property and all improvements thereon to Developer as set forth in this Agreement.

**2.2 General Terms and Conditions.** The conveyance that transfers the Property to Developer shall be subject to the following terms and conditions:

(a) The Property shall be conveyed by special warranty deed in the form and substance attached hereto as Exhibit B (the “**Special Warranty Deed**”) with good and marketable title, free and clear of all liens, security interests, mortgages or encumbrances of any kind, except for municipal and zoning ordinances and agreements entered into under them, recorded easements, recorded building and use restrictions and covenants, the property tax exemption restriction and transfer restriction set forth in this Agreement (see Sections 2.4, 7.2 and 7.3 below) and the permitted encumbrances on the Property as set forth on Exhibit C attached hereto (collectively, the “**Permitted Encumbrances**”);

(b) Title to the Property shall be insured by a policy of title insurance, or a binding commitment for such a title policy, that covers all of the Property and will be effective as of the Closing Date (as hereinafter defined) and insure the quality of title of the subject property as provided in Section 2.2(a) above but subject to standard title insurance exceptions;

(c) Developer shall be responsible for paying all costs related to evidence of title in the form of a commitment for an owner’s policy of title insurance with a gap endorsement, on a current ALTA form issued by a title insurer selected by the Municipality. Further, Developer shall be responsible for obtaining any additional endorsements and paying for all premiums and costs associated with the owner’s policy (and lender’s policy, as applicable) of title insurance covering the property being acquired in such amounts as may be determined by Developer. Each party hereto shall promptly execute and deliver to the other such other documents, certifications and confirmations as may be reasonably required and designated by the title insurer to issue the policies of title insurance described above;

(d) The taxes, assessments and utilities, if any, will be prorated on the Closing Date;

(e) The closing for the conveyance of the Property shall be on: (1) the thirtieth (30<sup>th</sup>) calendar day following the Municipality’s receipt of the Commencement Notice (as defined below); or (2) another date agreed to by the parties in writing (the “**Closing Date**”), provided, in all respects, that there is no Event of Default existing under this Agreement; and

(f) If the Municipality conveys the Property to Developer, all or such portion of the Property (as applicable) is being conveyed “AS-IS, WHERE-IS” and “WITH ALL FAULTS,” and the Municipality is making no representations or warranties, express or implied, with respect to the condition of the subject property or improvements. Developer agrees that Developer is relying exclusively upon Developer’s own inspection of the Property being conveyed and all improvements thereon. **DEVELOPER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE MUNICIPALITY, THE MUNICIPALITY’S OFFICERS, OFFICIALS, MANAGERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, CLAIMS BASED IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY), IN CONTRACT, IN WARRANTY, IN EQUITY OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE PROPERTY OR IMPROVEMENTS THEREON, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE SOLELY OUT OF THE FRAUD OR INTENTIONAL MISCONDUCT OF THE MUNICIPALITY.**

**2.3 Consideration.** At the time of the closing of the conveyance of the Property by the Municipality to Developer, Developer shall pay to the Municipality a purchase price for the Property in the amount of one dollar (\$1.00).

**2.4 Property Tax Exemption Restriction.** The Special Warranty Deed shall include a covenant affecting the Property conveyed to Developer (and running with the land) that prohibits all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) the Property from using or permitting the use of all or any portion of the Property in any manner which would render the Property exempt from property taxation.

**2.5 Subsequent Conveyance by Developer.** For the avoidance of any doubt, Developer may convey all or any portion of the Property to any third party, subject to the provisions in Sections 2.4 above and 7.2 below. Notwithstanding the preceding sentence or the conveyance of the Property to a third party or third parties, Developer at all times shall remain fully responsible for all obligations of Developer under this Agreement (including, without limitation all guaranty obligations) and the previous sentence in no way modifies any representations, warranties, covenants or agreements of Developer under this Agreement (including, without limitation, the representations, warranties, covenants or agreements set forth in Section 7.2 or ARTICLE IX below).

### ARTICLE III – COMMENCEMENT NOTICE AND DEVELOPER IMPROVEMENTS

**3.1 Commencement Notice.** Developer shall provide a written notice to the Municipality of Developer’s intention to commence the Project on or before August 1, 2027 (the “Commencement Notice”). To be effective, the Commencement Notice shall be accompanied by, or Developer shall have previously delivered to the Municipality, all of the Required Information. If Developer does not timely provide the Commencement Notice and all of the Required Information to the Municipality, Developer will be deemed to not be ready to develop the Project and be in Default under this Agreement. If Developer does not cure all outstanding

Default(s) within thirty (30) calendar days after the Municipality provides Developer written notice of such Default(s), the Municipality shall have no obligation to perform any obligation of the Municipality under this Agreement (including, without limitation, issuing the MRO) and the Municipality may terminate this Agreement.

**3.2 Developer Improvements.** Developer shall undertake, at Developer's own expense, the following improvements, obligations and work on the Property consistent with the Final Plans and all applicable laws, regulations and ordinances (collectively, the "**Developer Improvements**"):

(a) Developer shall construct and timely complete the Project. Developer shall commence construction of the Project (installation of foundation and footings) as set forth in the site plan attached as Exhibit D) on or before August 31, 2027. Upon such commencement, Developer shall proceed to the fully-satisfy and complete all of the improvements, obligations and work set forth in this Section 3.2 with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined in Section 17.10 below. On or before August 31, 2029 (the "**Completion Date**"), the Project shall be completed and available for occupancy.

(b) Developer shall promptly pay for all applicable Municipality impact fees and charges related to the Project.

(c) Developer shall be responsible for all landscaping on the Property, including, without limitation, trees, shrubs, seeding or sod related to the Project.

(d) Developer shall install, or have installed, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

(e) Developer shall install, or have installed, all sanitary sewer and water laterals on the Property, as well as connections of such laterals to new or existing sewer and water mains.

(f) Developer shall install, or have installed, all storm water drainage systems and facilities on the Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

(g) Developer shall be responsible for all erosion control measures related to Project and the construction of all improvements on the Property.

(h) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all applicable engineering, inspections, materials, labor, permit, impact, license and any and all other fees.

(i) Developer shall construct the Project in such a way that Developer will not create any vibration that would adversely affect any adjoining property before, during or

after the construction of the Project. Developer agrees to take all necessary measures to satisfy the Municipality's vibration standards and requirements in Sec. 105-933 of the Municipality's ordinances before, during and after construction of the Project (expressly waiving any exceptions in such ordinance for vibrations created during construction).

The obligations on Developer under this Agreement shall be deemed covenants running with the land and shall be applicable to Developer's successors and assigns and all other persons or entities acquiring any interest in the Property during the term of the District.

**3.3 Progress and Quality of Work.** Upon commencement of the Developer Improvements, Developer shall proceed to the full completion of the Developer Improvements with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 17.10 below. Subject to the foregoing, completion of the Project shall occur on or before the Completion Date. All work to be performed by or on behalf of Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the Municipality.

**3.4 Compliance Obligations.** All of the Developer Improvements shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes and Developer shall, at Developer's cost, obtain and maintain all necessary permits and licenses for the Developer Improvements.

**3.5 Indemnification and Insurance Required of Private Contractors.** Developer hereby expressly agrees to indemnify and hold the Municipality harmless from and against all claims, costs and liability related to any damage to the Property or injury or death to persons caused by Developer's performance of the Developer Improvements or any other work required of Developer under this Agreement, unless the cause is due to the willful misconduct by the Municipality.

**3.6 Compliance with Law.** Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement. When necessary to protect the public health, safety or welfare, Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval.

**3.7 Payment of Taxes.** Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due.

**3.8 Time is of the Essence.** Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

**3.9 Reconstruction.** Until the District is closed, in the event of any casualty, loss or damage to the improvements on the Property owned by Developer (or by an entity affiliated with Developer in any way or with a common owner(s) or member(s) as Developer or any entity affiliated with Developer in any way), Developer shall proceed with the repair and replacement of

such improvements on such Property affected by such a loss or damage and restore such improvements to at least the condition and quality that such improvements were in, and with an equalized value at least equal to the equalized value, immediately prior to the casualty, loss or damage (each an “**Uncured Casualty Loss**”). Subject to force majeure delays, in no event shall Developer take longer than: (a) one hundred eighty (180) calendar days after the date of a loss or damage to commence restoration of the affected improvements, and (b) the one year anniversary of the date of a loss or damage to completely restore the affected improvements. If Developer fails to timely comply with all of the requirements in this Section 3.9 Developer shall be in Default under this Agreement and the Municipality shall be entitled to the remedies set forth in this Agreement and available in equity or applicable law.

#### ARTICLE IV– DEVELOPER GUARANTY AND OBLIGATIONS

**4.1 Guarantied Value.** The parties anticipate that, upon completion, the currently contemplated land and improvements related to the Project will have an equalized value for purposes of real property assessment (“**Equalized Value**”) of not less than Twenty-Two Million Three Hundred Two Thousand Dollars (\$22,302,000.00; the “**Guarantied Value**”) by August 31, 2029. As a condition to entering into this Agreement, the Municipality requires that Developer guaranty a minimum Equalized Value for the land and improvements related to the Project. By executing this Agreement, Developer and Jacob Buswell, Brian Buswell, Matthew Buswell, Todd Page and Richard Beyer (each a “**Guarantor**” and, collectively, the “**Guarantors**”) each hereby jointly and severally guaranties that, on and after December 31, 2029 (the “**Guarantied Value Date**”), the Equalized Value of the land and improvements on the Property shall at all times during the life of the District be at least the Guarantied Value. If the Equalized Value of the Property is less than the Guarantied Value any time on or after the Guarantied Value Date and Developer does not timely make a Tax Increment Shortfall payment, Developer shall be in Default under this Agreement.

**4.2 Failure to Construct.** If Developer provides a Commencement Notice as required by Section 3.1 but does not timely complete construction of the Project as herein provided, then Developer and each Guarantor shall pay to the Municipality all sums incurred by the Municipality with regard to the preparation and drafting of this Agreement and all other sums not recoverable from Tax Increments (as defined below), and upon the written request of the Municipality, Developer is obligated to reconvey any and all portions of the Property owned by Developer (or by any entity affiliated with Developer in any way or with a common owner/owners or member/members as Developer or any entity affiliated with Developer in any way) at such time as follows:

(a) by Special Warranty Deed;

(b) insured by a policy of title insurance, or a binding commitment for such a title policy, with a gap endorsement, all of which are at the expense of Developer, that will be in the same insurance amounts obtained by Developer in the policy provided under Section 2.2(c) above, effective as of the reconveyance date and insure the quality of title of the Property free and clear of all liens, security interests, mortgages and encumbrances, except for Permitted Encumbrances;

(c) subject to the proration of taxes, utilities and any and all other assessments applicable to the Property being re-conveyed to the Municipality; and

(d) at the time of the closing of the reconveyance of the Property by Developer to the Municipality, the Municipality shall pay to Developer a purchase price for the Property in the amount of one dollar (\$1.00).

All repayments and reconveyances shall be completed within thirty (30) calendar days after Developer's non-performance or Default under this Agreement.

**4.3 Guaranty Obligations.** If on or any time after the Guaranteed Value Date, whether as a result of an Uncured Casualty Loss or otherwise, the Equalized Value of the Property is less than the Guaranteed Value (each a "**Shortfall Event**"), then Developer and each Guarantor shall jointly and severally owe the Municipality an amount equal to the difference between (a) the Tax Increment the Municipality otherwise would have received on the Property if the Property's Equalized Value equaled the Guaranteed Value, and (b) the Tax Increment received by the Municipality in the year a Shortfall Event occurs (such difference between (a) and (b) being referred to herein as the "**Tax Increment Shortfall**"). If a Tax Increment Shortfall is owed to the Municipality, then Developer and each Guarantor shall pay to the Municipality an amount equal to the Tax Increment Shortfall for such calendar year. If and when the Equalized Value of the Property as of any January 1 is equal to or greater than the Guaranteed Value no Tax Increment Shortfall payment obligation shall be incurred for such year or any year thereafter, unless a new Shortfall Event occurs. If a Tax Increment Shortfall continues through the closing of the District, no further Equalized Value assessment calculations shall occur and no further Tax Increment Shortfall payment obligations of Developer or any Guarantor shall arise after the District is closed. Developer agrees that it shall not, and hereby waives any right to, during the life of the District, challenge the assessed value of the Property below the Guaranteed Value.

**4.4 Payment of Tax Increment Shortfall.** Any Tax Increment Shortfall payment due to the Municipality may, at the Municipality's discretion, be deducted from any MRO payment (otherwise due Developer) from the Municipality during the year in which the Tax Increment Shortfall payment obligation arises. If the Tax Increment Shortfall payment exceeds the amount of such MRO payment, Developer and each Guarantor shall pay to the Municipality an amount equal to the difference between such MRO payment and the Tax Increment Shortfall. If there is no MRO payment due Developer for such year, Developer shall pay to the Municipality the full amount of the Tax Increment Shortfall for such year. Any Tax Increment Shortfall payment due to the Municipality from Developer pursuant to this ARTICLE IV shall be made within ten (10) days of written request for payment by the Municipality.

## ARTICLE V – ACCESS, INSPECTIONS AND CONTRACTORS

**5.1 Access and Inspections.** Developer hereby grants to the Municipality, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Property at all reasonable times (upon reasonable advance notice to Developer) for the Municipality to inspect the Property and the Project.

**5.2 Inspections for Municipality’s Benefit Only.** Each inspection conducted by the Municipality or the Municipality’s agents shall be deemed to have been for the Municipality’s own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the Municipality.

**5.3 Contractors and Consulting Engineers.** At any time, the Municipality shall have the right to retain consulting engineers and architects to perform services for the Municipality (which shall be at the Municipality’s expense, unless the Municipality must perform inspections as a result of Developer’s failure to meet the Final Plans then such expenses will be at Developer’s expense) including, without limitation:

- (a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the Final Plans and the requirements of this Agreement;
- (b) to advise the Municipality of the anticipated cost of, and a time for, the completion of construction work; and
- (c) to review and advise the Municipality of any proposed changes in the construction of the Project.

The Municipality’s selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the Municipality for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project shall be qualified in the Municipality to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

## ARTICLE VI – MUNICIPAL REVENUE OBLIGATION

**6.1 Municipal Revenue Obligation.** Pursuant to the terms of this Agreement, the Municipality agrees to issue to Developer, within ninety (90) calendar days after the Municipality’s receipt of the Commencement Notice, a non-interest bearing municipal revenue obligation (the “MRO”). The amount paid under the MRO shall equal *the lesser of*: (a) Four Million Four Hundred Sixty Thousand and Four Hundred Dollars (\$4,460,400.00), and (b) the sum of all payments made by the Municipality on the MRO during the life of the District but in no event after the Final Payment Date (as defined below).

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment in each year appropriated by the Municipality’s Common Council until and including *the earlier of* the date this Agreement is terminated, the date the District is terminated, the Final Payment Date and the date the MRO is paid in full. “Available Tax Increment” means an amount equal to seventy-five percent (75%) of the difference between the Tax Increment actually received by the Municipality and appropriated by the Municipality’s Common Council in each year *less* the following (collectively, the “Priority Project Costs”): (i) all debt service payments incurred or to

be incurred by the Municipality in a given year for work performed or to be performed with regard to the Project or the Property; (ii) the amount of the Municipality's administrative expenses, including, but not limited to, reasonable charges for the time spent by Municipality employees in connection with the negotiation and implementation of this Agreement, (iii) professional service costs, including, but not limited to, those costs incurred by the Municipality for outside architectural, planning, engineering, inspections, financial consulting and legal advice (including, without limitation, attorneys' costs and fees) and services related to the negotiation and implementation of this Agreement, and (iv) other eligible project costs previously incurred by the Municipality in preparation for this Project or to be incurred by the Municipality under the Project Plan, including, without limitation, site preparation and costs and expenses related to the Property or the Project provided such eligible project costs are not financed by the debt service referenced in (i) above. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid. "**Tax Increment**" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Project, the land and improvements on the Property.

Provided that Developer is not in Default under this Agreement, the Municipality shall, subject to annual appropriation of such payment by the Municipality's Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31<sup>st</sup> of each year commencing on October 31, 2027, and continuing to (and including) the earlier of the date the MRO is paid in full or October 31, 2052 (each, a "**Payment Date**"). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the Municipality may be suspended until all outstanding Defaults are cured.

To the extent that on any Payment Date the Municipality is unable to make all or part of a payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment, non-appropriation by the Municipality's Common Council or otherwise, such failure shall not constitute a default by the Municipality under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the Municipality has the ability to payout Available Tax Increment. The term of the MRO and the Municipality's obligation to make payments hereunder shall not extend beyond the earlier of October 31, 2052 (the "**Final Payment Date**") or the date the MRO is paid in full. If the MRO has not been paid in full by the Final Payment Date, then the Municipality shall have no obligation to make further payments on the MRO. Upon the earlier of the date the MRO is paid in full and the Final Payment Date, the MRO shall terminate and the Municipality's obligation to make any payments under the MRO shall be fully discharged, and the Municipality shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the Municipality, and the Municipality shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the Municipality and shall not constitute a general obligation of the Municipality. The Municipality will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date,

the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein. If Available Tax Increment is received by the Municipality earlier than the first Payment Date, the applicable portion of such increment shall be retained by the Municipality and applied to the first payment subject to appropriation by the Municipality's Common Council. Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.

**6.2 MRO Form.** The MRO shall be substantially in the form attached to this Agreement as Exhibit E (which is incorporated herein by reference) and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. In the event of a conflict between the terms of this Agreement and the terms of the MRO, the terms in this Agreement shall prevail. The principal payments shall be payable solely from the Available Tax Increment appropriated by the Municipality. On or about each Payment Date under the MRO, the Municipality shall provide to Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and, if applicable, the remaining principal balance due on the MRO after the application of such payment.

**6.3 Issuance of MRO and Payment Limitation.** Provided that Developer is not in Default under this Agreement beyond the applicable cure period (if any), the Municipality will deliver the MRO to Developer within ninety (90) calendar days after the Municipality's receipt of the Commencement Notice. Notwithstanding the previous sentence, in the event that Developer is in Default prior to the Municipality's issuance of the MRO, the Municipality shall not be required to deliver the MRO to Developer until a reasonable time after, but in no event less than thirty (30) calendar days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. If the Municipality does not timely provide the MRO to Developer, the Developer shall make a written request to the Municipality to deliver the executed MRO within thirty (30) calendar days after the date of such written request by the Developer. The total amount of principal to be paid under the MRO shall in no event exceed the lesser of:

- (a) Four Million Four Hundred Sixty Thousand and Four Hundred Dollars (\$4,460,400.00); and
- (b) The sum of all payments made by the Municipality on the MRO during the life of the District but in no event after the Final Payment Date.

The Municipality's obligation to make payments on the MRO is conditioned on the requirement that Developer is not in Default under this Agreement. For the avoidance of any doubt, upon the occurrence of a Default, the Municipality may suspend all payments until the Default is cured and, upon the expiration of all applicable cure periods for such Default, the Municipality may exercise any and all available remedies.

**6.4 Payment of Priority Project Costs and Repayment Schedule.** From the Tax Increment received by the Municipality each year, the Municipality shall first pay the outstanding Priority Project Costs. The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The Municipality reserves the right to modify the MRO repayment schedule based upon market conditions, applicable Priority Project Costs and the actual and

projected Available Tax Increment generated from the Project. The Available Tax Increment held by the Municipality each year shall be applied to the payment of principal due on the MRO in accordance with the payment schedules set forth in such MRO until a maximum payout has been made (which equals the Available Tax Increment for a given year), subject to appropriation by the Municipality's Common Council.

## ARTICLE VII– ZONING, LAND USE AND RESTRICTIVE COVENANT

**7.1 Zoning Compliance.** The Project shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued, unless otherwise provided herein. Nothing in this Agreement shall obligate the Municipality to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

**7.2 Tax Status/Restrictive Covenant.** Without the prior written consent of the Municipality (which may be withheld for any reason), Developer shall not use or permit the use of the Property in any manner which would render the Property exempt from property taxation. Further, during the life of the District, Developer will not challenge or contest any assessment on the Property by the Municipality, including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding with regard to an assessed value of the Property that is at or below the Guaranteed Value. Prior to the conveyance of all or any portion of the Property, Developer agrees to record on the Property with the Sheboygan County Register of Deeds a deed restriction or restrictive covenant evidencing the restrictions on the Property set forth in this Section 7.2. The foregoing deed restrictions or restrictive covenants shall permit, but shall not obligate, the Municipality to enforce such deed restrictions or restrictive covenants and shall be in form and in substance acceptable to the Municipality. Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains any interest (whether as owner, tenant, occupant or otherwise) provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the Municipality.

**7.3 Land Dedications, Transfers and Easements for the Project.** Developer agrees to make such land dedications and to grant such temporary or permanent easements as are required by the Municipality for the construction and maintenance of the Project. All documentation for such dedications or easements shall be in form and substance acceptable to the Municipality and Developer. Developer agrees to cooperate with the Municipality if the Municipality desires to prepare certified survey maps or other documentation as deemed appropriate by the Municipality to facilitate the implementation and documentation of such dedications and easements and to adjust the lot lines of the Property in a manner reasonably acceptable to the Municipality and Developer.

## ARTICLE VIII – ASSIGNMENTS AND CHANGES OF CONTROL

**8.1 Assignments and Change of Control.** This Agreement and the MRO shall not be assignable by Developer without the prior written consent of the Municipality (which may be withheld by the Municipality for any reason). The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the Municipality (which

may be withheld by the Municipality for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean twenty percent (20%) or more of the Ownership Interests in Developer. For the purposes of this Agreement, "**Ownership Interests**" shall mean the members' rights to share in distributions and other economic benefits of Developer, the members' rights to participate in decision making, or both. The current members of Developer are identified on Exhibit F attached hereto and incorporated herein by reference.

In the event this Agreement is assigned by Developer, such assignee shall execute all documents required by the Municipality to confirm that such assignee is bound by the terms of this Agreement and agrees to perform all of Developer's obligations set forth in this Agreement. Further, in the event this Agreement is assigned by Developer, Developer agrees to remain jointly and severally liable for all obligations of the Developer (whether to be completed by itself or its assign) under this Agreement.

Notwithstanding any provision herein to the contrary, this Agreement and the MRO may be collaterally assigned to a mortgage lender financing the development and completion of the Project.

## **ARTICLE IX – DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS**

**9.1 Developer Representations, Warranties and Covenants.** Developer represents, warrants and covenants that:

(a) Developer is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) Developer has full authority to execute and perform this Agreement and has obtained all necessary authorizations (whether by official board resolution or action, unanimous written consent in lieu of a meeting or otherwise) to enter into, execute, perform and deliver this Agreement;

(c) the execution, delivery, and performance of Developer's respective obligations pursuant to this Agreement will not violate or conflict with (i) Developer's articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, (ii) any other agreement to which Developer is a party, or (iii) any law applicable to Developer or the Project;

(d) this Agreement constitutes (and any instrument or agreement that Developer is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of Developer enforceable against Developer in accordance with their respective terms;

(e) Developer will expeditiously complete the development and construction of Developer Improvements and the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the Municipality regarding the Project;

(f) Developer will not make or consent to any material modifications to the Final Plans without the prior written consent of the Municipality;

(g) Developer will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements and the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that Developer shall, within ten (10) calendar days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the Municipality) a surety bond sufficient to release said claim or lien or provide the Municipality with other such assurances that the Municipality may require;

(h) Developer will take all steps to forestall claims of lien against the Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Property;

(i) Developer will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement, completed value of the improvements on the Property;

(j) Developer will timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Property;

(k) Developer will promptly furnish to the Municipality, during the term of this Agreement, written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer;

(l) Developer shall deliver to the Municipality revised statements of estimated costs of the construction for Developer Improvements showing changes in or variations from the original cost statement provided to the Municipality as soon as such changes are known to Developer;

(m) Developer shall provide to the Municipality, promptly upon the Municipality's request, any information or evidence deemed necessary by the Municipality related to performance of Developer under this Agreement to enable the Municipality to timely and accurately complete any accounting or reporting requirements applicable to the Municipality related to the transactions under this Agreement;

(n) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the Municipality in writing;

(o) there are no delinquent outstanding real estate taxes or special assessments affecting the Property;

(p) subject to the terms of this Agreement, it shall not at any time challenge or contest any assessment on the Property by the Municipality including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding with regard to an assessed value of the Property that is at or below the Guaranteed Value.

**9.2 Execution Representations and Warranties.** The person(s) signing this Agreement on behalf of Developer represent(s) and warrant(s) that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

**9.3 Cooperation.** Developer warrants that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

## ARTICLE X – MUNICIPALITY REPRESENTATIONS

**10.1 Municipality Representations.** The Municipality represents that:

(a) The Municipality is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all Municipality obligations required by this Agreement;

(b) The individuals signing this Agreement on behalf of the Municipality have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the Municipality is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the Municipality enforceable against it in accordance with their respective terms; and

(c) The Municipality agrees that, upon completion of the Project, the Municipality will make available to tenants of the Project, via an application process with the Municipality and by entering into a separate agreement, up to thirty (30) surface parking stalls (or such lesser number as necessary to satisfy any minimum parking conditions related to Developer's financing of the Project) on real estate with parcel number 59281107220.

**ARTICLE XI – DEFAULTS**

**11.1 Default.** Any one or more of the following shall constitute a “**Default**” under this Agreement.

(a) Developer fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to Developer (including, without limitation, the untimely delivery of the Required Information, completion of the Developer Improvements or any default under any other agreement related to the Project).

(b) Any representation or warranty made by Developer in this Agreement, any document related hereto or referenced herein or any financial statement delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(c) Developer (or any permitted successor or assign of Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) calendar days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within sixty (60) calendar days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets.

(d) The Municipality fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to the Municipality.

## ARTICLE XII – REMEDIES

**12.1 Remedies.** In the event of a Default, the non-defaulting party shall provide written notice to the defaulting party of the Default (the “**Default Notice**”); however, Developer shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 11.1(c) above.

(a) The Default Notice shall provide the defaulting party at least thirty (30) calendar days to cure a Default; however, the 30-day period shall be extended to the period of time reasonably necessary to cure the Default (in the event that such 30-day period is not sufficient time to reasonably cure such Default), if the defaulting party promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default, but, in no event, shall the period of time to cure the Default exceed ninety (90) calendar days from the date of the Default Notice, unless otherwise agreed to by the parties in writing.

(b) In the event the Default is not fully and timely cured by Developer, the Municipality shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not bar the exercise or implementation of any other rights or remedies of the Municipality provided for under this Agreement:

(i) The Municipality may refuse to issue any permits to Developer for the construction of Developer Improvements or any other improvements on the Property;

(ii) The Municipality may recover from Developer all damages, costs and expenses, including, but not limited to, attorneys’ fees incurred by the Municipality related to or arising out of each Default and the drafting and negotiation of this Agreement;

(iii) The Municipality may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations under the MRO; or

(iv) The Municipality may terminate this Agreement.

(c) In the event the Default is not fully and timely cured by the Municipality, subject to Section 17.11 below, Developer shall have all of the rights and remedies available in law or in equity, however, the Municipality shall not be liable for any punitive or consequential damages, the MRO shall only be paid out of Available Tax Increment and Developer may not perform any acts required to be performed by the Municipality under applicable law.

### ARTICLE XIII – SUCCESSORS AND ASSIGNS

**13.1 Successors and Assigns; Assignment.** This Agreement shall be binding upon the successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. Except as expressly provided for in Section 8.1 above, this Agreement shall not be assigned by Developer without the prior written consent of the Municipality, which consent may be withheld for any reason.

### ARTICLE XIV – TERMINATION

**14.1 Termination.** This Agreement shall not terminate until the earlier of:

- (a) termination by the Municipality of the District pursuant to §66.1105(7) of the TI Act,
- (b) the date the MRO is paid in full, or
- (c) termination by the Municipality pursuant to the terms of this Agreement;

however, Developer agrees that the termination of this Agreement shall not cause a termination of the rights and remedies of the Municipality under this Agreement.

### ARTICLE XV – NOTICES

**15.1 Notices.** Any notice given under this Agreement (including, without limitation, the Commencement Notice) shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested); or (d) in the case of an e-mail notice (which shall be effective for all purposes hereunder), when sent to the e-mail address(es) provided below or any other address designated in writing by one party to the other party; provided that any party may request that an e-mail notice be followed by another form of notice under this Section 15.1 within three (3) calendar days after such request, and addressed as follows:

If to the Municipality:

City of Sheboygan  
Attention: City Administrator  
828 Center Avenue, Suite 300  
Sheboygan, WI 53081

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

with a copy to:

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

If to Developer:

Harbor View Lofts, LLC  
Attention: Jacob Buswell  
1525 Torrey View Drive  
Sparta, WI 54656

#### ARTICLE XVI – APPLICABLE LAW

**16.1 Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Sheboygan County, Wisconsin.

#### ARTICLE XVII – MISCELLEANEOUS

**17.1 Entire Agreement.** This Agreement and all of the documents referenced herein or related hereto (and as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

**17.2 Amendment.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

**17.3 No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to Developer nor does the Municipality warrant by this Agreement that Developer is entitled to any required approvals, permits or the like with regard to the Project.

**17.4 Invalid Provisions.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**17.5 Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

**17.6 No Waiver; Remedies.** No failure on the part of the Municipality to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right.

The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

**17.7 No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

**17.8 No Joint Venture.** The Municipality is not a partner, agent or joint venture of or with Developer.

**17.9 Recording of a Memorandum of this Agreement Permitted.** A memorandum of this Agreement may be recorded by the Municipality on the Property and any or all of the Property in the office of the Register of Deeds for Sheboygan County, Wisconsin, and, upon request of the Municipality, Developer shall execute and deliver to the Municipality a memorandum of this Agreement for recording purposes.

**17.10 Force Majeure.** If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto. Any such approved delay by the Municipality will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply.

**17.11 Immunity.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the Municipality under applicable law.

**17.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, it being understood that all parties need not sign the same counterpart. This Agreement may also be executed by remote electronic means, via DocuSign, Eversign, or similar platform. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. Upon request by a party, the parties hereto shall provide a wet-ink, original signed version of this Agreement to such party for its records.

**17.13 Recitals.** The RECITALS set forth above are true, accurate and incorporated herein by reference.

*[The remainder of this page is intentionally left blank with a signature pages to follow.]*

#42892884v13

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

**MUNICIPALITY: CITY OF SHEBOYGAN, WISCONSIN**

By: \_\_\_\_\_  
Name: Ryan Sorenson, City Mayor

Attest: \_\_\_\_\_  
Name: Meredith DeBruin, City Clerk

STATE OF WISCONSIN    )  
  ) I  
SHEBOYGAN COUNTY    )

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

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

**DEVELOPER: HARBOR VIEW LOFTS, LLC**

By: \_\_\_\_\_  
Name: Jacob Buswell, Authorized Member

STATE OF WISCONSIN    )  
  ) I  
\_\_\_\_\_ COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above named Jacob Buswell, an Authorized Member of Harbor View Lofts, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE IV OF THIS AGREEMENT AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

**GUARANTORS:**

\_\_\_\_\_  
Jacob Buswell

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Jacob Buswell, has agreed to personally guarantee obligations under this Agreement to the Municipality. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

\_\_\_\_\_  
Mary Elizabeth Buswell, Spouse of Jacob Buswell

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE IV OF THIS AGREEMENT AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

**GUARANTORS:**

---

Brian Buswell

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Brian Buswell, has agreed to personally guarantee obligations under this Agreement to the Municipality. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

---

Debra Buswell, Spouse of Brian Buswell

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE IV OF THIS AGREEMENT AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

**GUARANTORS:**

---

Matthew Buswell

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Matthew Buswell, has agreed to personally guarantee obligations under this Agreement to the Municipality. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

---

Jessye Buswell, Spouse of Matthew Buswell

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE IV OF THIS AGREEMENT AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

**GUARANTORS:**

---

Todd Page

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Todd Page, has agreed to personally guarantee obligations under this Agreement to the Municipality. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

---

Debbie Page, Spouse of Todd Page

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE IV OF THIS AGREEMENT AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

**GUARANTORS:**

---

Richard Beyer

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Richard Beyer, has agreed to personally guarantee obligations under this Agreement to the Municipality. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

---

Michelle Jensen-Beyer, Spouse of Richard Beyer

**EXHIBIT A****Property****PARCEL A:**

Lot 2 of Certified Survey Map recorded in Volume 20 of Certified Survey Maps, Pages 183/184, as Document No. 1726875, being a redivision of Block 307, Original Plat of the City of Sheboygan, in the City of Sheboygan, County of Sheboygan, State of Wisconsin, and the vacated alley in said Block 307 pursuant to Gen. Ord. No. 52-72-73 recorded October 5, 1972 in Volume 680 of Records, on Pages 658/9, as Document No. 952405.

Tax Key Number: 59281110440

**EXHIBIT B**  
**Special Warranty Deed**

**[SEE ATTACHED]**

DOCUMENT NO.	<b>SPECIAL WARRANTY DEED</b>
--------------	------------------------------

This Special Warranty Deed is made between the City of Sheboygan, Wisconsin (“Grantor”) and Harbor View Lofts, LLC (“Grantee”).

WITNESSETH:

Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys to Grantee and its successors and assigns forever the following described real estate:

All of Grantor’s right, title and interest in and to the real property described in Schedule A attached hereto and incorporated herein by reference, together with all hereditaments and appurtenances thereunto belonging or in any way appertaining.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

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

**This is not homestead property.**

59281110440  
**Parcel Identification Numbers**

**EXEMPT FROM REAL ESTATE TRANSFER TAX  
 PER WIS. STATS. § 77.25 (2).**

Grantor warrants that title is good, indefeasible in fee simple and free and clear of encumbrances, arising by, through or under Grantor, except municipal and zoning ordinances (and agreements entered into under them), recorded easements, recorded building and use restrictions, covenants and the restrictions set forth in a “Tax Incremental District Development Agreement” between Grantor and Grantee dated as of March 2, 2026, taxes and assessments levied in 2026 which are not yet due and payable and subsequent years and those encumbrances set forth on Schedule B, attached hereto and incorporated herein by this reference.

As additional consideration for the conveyance evidenced by this Special Warranty Deed, Grantor and Grantee agree that, prior to the termination of the City of Sheboygan’s Tax Incremental District No. 21, all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) all or any portion of the real property conveyed by this Special Warranty Deed shall not be used in such a way as to exempt such real property from property taxation. The foregoing covenant shall run with the land.

Dated as of [ \_\_\_\_\_ ], 202[ \_\_\_\_ ].

**CITY OF SHEBOYGAN, WISCONSIN**

By: \_\_\_\_\_  
 Name: Ryan Sorenson  
 Title: City Mayor

Attest: \_\_\_\_\_  
 Name: Meredith DeBruin  
 Title: City Clerk

STATE OF WISCONSIN    )  
  ) SS  
COUNTY OF SHEBOYGAN )

Personally came before me this \_\_\_ day of \_\_\_\_\_, 202[\_\_\_], Ryan Sorenson and Meredith DeBruin, as City Mayor and City Clerk, respectively, of the City of Sheboygan, Wisconsin, and to me known to be the people who executed the foregoing instrument and acknowledged the same in such capacity.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This document was drafted by:  
Brion T. Winters, Esq.  
von Briesen & Roper, s.c.  
411 E. Wisconsin Avenue, Suite 1000  
Milwaukee, WI 53202

**Schedule A**  
**Legal Description of Real Property**

**PARCEL A:**

Lot 2 of Certified Survey Map recorded in Volume 20 of Certified Survey Maps, Pages 183/184, as Document No. 1726875, being a redivision of Block 307, Original Plat of the City of Sheboygan, in the City of Sheboygan, County of Sheboygan, State of Wisconsin, and the vacated alley in said Block 307 pursuant to Gen. Ord. No. 52-72-73 recorded October 5, 1972 in Volume 680 of Records, on Pages 658/9, as Document No. 952405.

**Schedule B**  
**Permitted Encumbrances**

The following items are permitted encumbrances in addition to the items identified above in this Special Warranty Deed. The number references are for tracking and convenience purposes only and identify the exceptions noted on Schedule B Part Two in the Commitment for Title Insurance issued by Knight Barry Title, Inc. as Commitment Number 2380961.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date, as set forth on the Commitment for Title Insurance, and the Date of Policy, as set forth on the Policy.
2. Special assessments, special taxes or special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees and due payable on the development or improvement of the Land, whether assessed or charged before or after the Date of the Policy.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the Public Records.
8. Any claim of adverse possession or prescriptive easement.
9. General Taxes for the year 2026 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2026 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2026 and subsequent years."
10. Provisions for taxes or assessments as contained in Business Incremental District.
11. Provisions for taxes or assessments as contained in TIF #21.
12. Easements, if any, of the public or any utility, municipality or person, as provided in Section 66.1005 of the Wisconsin Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements, or services in that portion of the Land which were formerly part of an alley and/or street and which are now vacated. (Parcel A)
14. Driveway Restoration Agreement and other matters contained in the instrument recorded September 25, 1972 as Document No. 951997. (Parcel A)
15. Driveway Restoration Agreement and other matters contained in the instrument recorded April 23, 1990 as Document No. 1200992. (Parcel A)
16. Easement Release and Driveway Restoration Agreement and other matters contained in the instrument recorded March 31, 2004 as Document No. 1727681. (Parcel A)

17. NOTE: The Land is currently exempt from taxation. Should the proposed insured wish to continue exempt status, please contact the local municipality to determine requirements to maintain exempt status. Failure to timely contact the municipality and provide necessary documentation may result in a loss of such exempt status and, consequently, the Land may be taxed in future years.
18. Possible homestead and marital property rights of the spouse of the Insured if the proposed deed is to run to a married individual.
19. Judgments and/or liens, if any, docketed or filed against the prospective owner of Land. Further report will be made as to such judgments and liens when the Company is advised as to the name of the prospective owner.

**EXHIBIT C****Permitted Encumbrances**

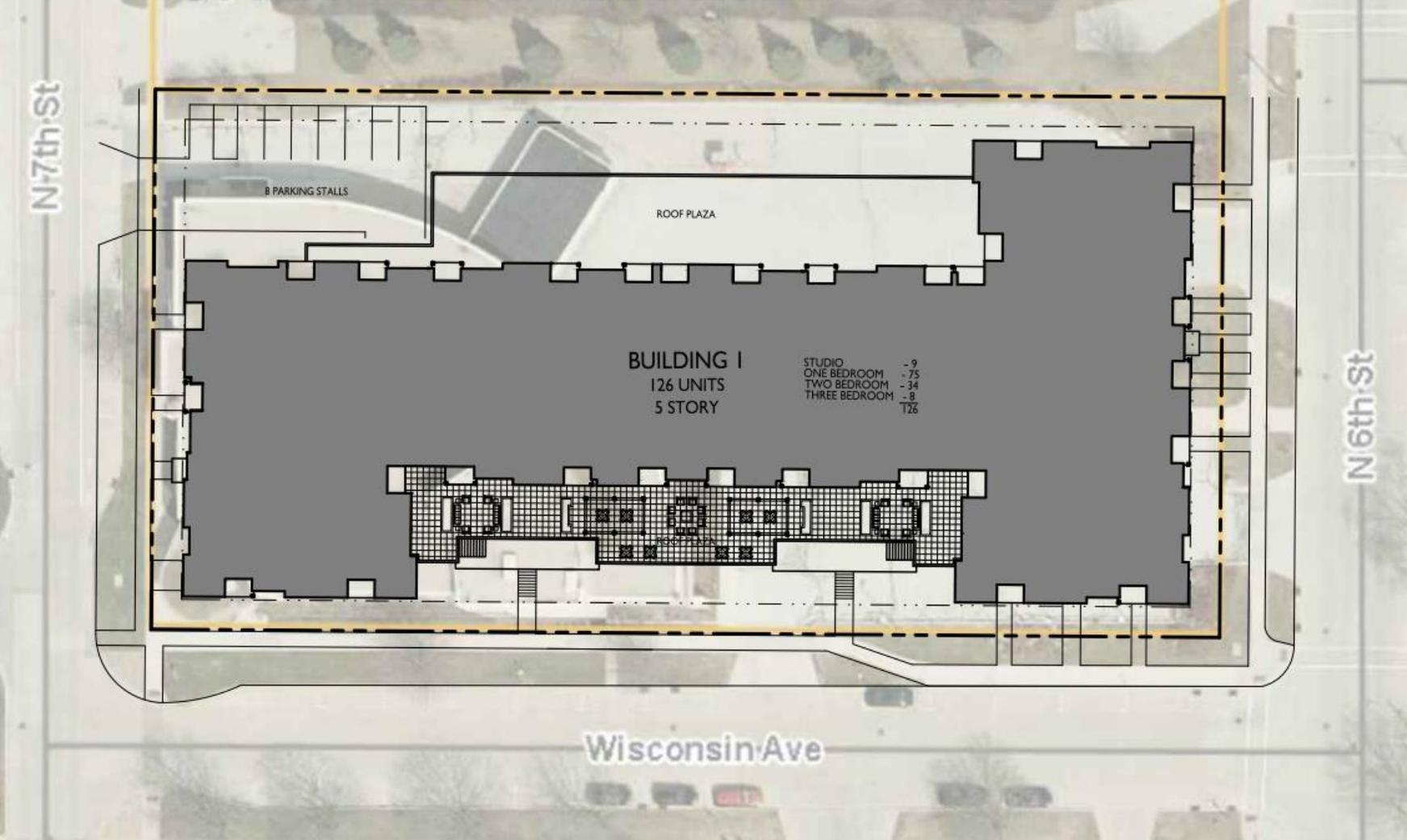
The number references are for tracking and convenience purposes only and identify the exceptions noted on Schedule B Part Two in the Commitment for Title Insurance issued by Knight Barry Title, Inc. as Commitment Number 2380961.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date, as set forth on the Commitment for Title Insurance, and the Date of Policy, as set forth on the Policy.
2. Special assessments, special taxes or special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees and due payable on the development or improvement of the Land, whether assessed or charged before or after the Date of the Policy.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the Public Records.
8. Any claim of adverse possession or prescriptive easement.
9. General Taxes for the year 2026 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2026 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2026 and subsequent years."
10. Provisions for taxes or assessments as contained in Business Incremental District.
11. Provisions for taxes or assessments as contained in TIF #21.
12. Easements, if any, of the public or any utility, municipality or person, as provided in Section 66.1005 of the Wisconsin Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements, or services in that portion of the Land which were formerly part of an alley and/or street and which are now vacated. (Parcel A)
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17. NOTE: The Land is currently exempt from taxation. Should the proposed insured wish to continue exempt status, please contact the local municipality to determine requirements to maintain exempt status. Failure to timely contact the municipality and provide necessary documentation may result in a loss of such exempt status and, consequently, the Land may be taxed in future years.
18. Possible homestead and marital property rights of the spouse of the Insured if the proposed deed is to run to a married individual.
19. Judgments and/or liens, if any, docketed or filed against the prospective owner of Land. Further report will be made as to such judgments and liens when the Company is advised as to the name of the prospective owner.

**EXHIBIT D**

**Site Plan**



## EXHIBIT E

## MRO

UNITED STATES OF AMERICA  
 STATE OF WISCONSIN  
 COUNTY OF SHEBOYGAN  
 CITY OF SHEBOYGAN

## TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“MRO”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	Up to \$4,460,400.00

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the “**Municipality**”), promises to pay to Harbor View Lofts, LLC (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Revenues described below, without interest.

This MRO shall be payable in installments of principal due on October 31 (the “**Payment Dates**”) in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the Municipality’s Tax Incremental District No. 21, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the resolution adopted on March 2, 2026, by the Common Council of the Municipality (the “**Resolution**”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of March 2, 2026 by and between the Municipality and Developer (the “**Development Agreement**”). All capitalized but undefined terms herein shall take on the meaning given to such terms in the Development Agreement.

This MRO does not constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment generated by the Property and appropriated by the Municipality’s Common Council to the payment of this MRO (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred principal

shall be payable on the next Payment Date until the earlier of: (a) the date this MRO is paid in full, and (b) the Final Payment Date (as defined below). The Municipality shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owners of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the Municipality's Common Council to payment of this MRO. The "**Final Payment Date**" is October 31, 2052.

At the option of the Municipality, this MRO is subject to prepayment in whole or in part at any time.

The Municipality makes no representation or covenant (express or implied) that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The Municipality's payment obligations hereunder are subject to appropriation, by the Municipality's Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section 6.3 of the Development Agreement, the total amount of principal to be paid shall in no event exceed the lesser of:

(a) Four Million Four Hundred Sixty Thousand and Four Hundred Dollars (\$4,460,400.00), and

(b) The sum of all payments made by the Municipality on this MRO during the life of the District but in no event after the Final Payment Date.

When such amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the Municipality shall have no further obligation with respect hereto. Further, as provided in Sections 6.1, 6.3 and 12.1 of the Development Agreement or otherwise, the Municipality's obligations to make payments on this MRO may be suspended or terminated in the event Developer is in Default under any of the terms and conditions of the Development Agreement, provided payments may be resumed when any such Default is timely cured and any payments missed due to an uncured Default also shall be paid from Available Tax Increment upon timely cure of such Default.

**THIS MRO IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE MUNICIPALITY AND IS PAYABLE BY THE MUNICIPALITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS MRO IS NOT A GENERAL OBLIGATION OF THE MUNICIPALITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE MUNICIPALITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST OF THIS MRO. FURTHER, NO PROPERTY OR OTHER ASSET OF THE MUNICIPALITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE MUNICIPALITY'S OBLIGATIONS HEREUNDER.**

This MRO is issued by the Municipality pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

Except as otherwise expressly provided for in the Development Agreement, this MRO may be transferred or assigned, in whole or in part, only upon prior written consent of the Municipality which may be withheld, conditioned or delayed for any reason. Interests in this MRO may not be split, divided or apportioned, except as set forth herein. In order to transfer or assign the MRO, if permitted by the Municipality, the transferee or assignee shall surrender the same to the Municipality either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the Municipality. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the Municipality has caused this MRO to be signed on behalf of the Municipality by its duly qualified and acting Municipality Administrator and Municipality Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

**CITY OF SHEBOYGAN**

By: EXHIBIT  
Name:

(SEAL)

Attest: EXHIBIT  
Name:

**Schedule 1**

**Payment Schedule**

Subject to the Municipality’s actual receipt and appropriation of Available Tax Increment and the terms and conditions of the Development Agreement (including, without limitation, the Municipality’s right to modify this payment schedule based upon market conditions and the actual and projected Available Tax Increment generated from the Project and appropriated by the Municipality), the Municipality shall make the following payments on the MRO to Developer:

<u>Payment Date</u>	<u>Payment Amount</u>
October 31, 2027	\$ _____
October 31, 2028	\$ _____
October 31, 2029	\$ _____
October 31, 2030	\$ _____
October 31, 2031	\$ _____
October 31, 2032	\$ _____
October 31, 2033	\$ _____
October 31, 2034	\$ _____
October 31, 2035	\$ _____
October 31, 2036	\$ _____
October 31, 2037	\$ _____
October 31, 2038	\$ _____
October 31, 2039	\$ _____
October 31, 2040	\$ _____
October 31, 2041	\$ _____
October 31, 2042	\$ _____
October 31, 2043	\$ _____
October 31, 2044	\$ _____
October 31, 2045	\$ _____
October 31, 2046	\$ _____
October 31, 2047	\$ _____
October 31, 2048	\$ _____
October 31, 2049	\$ _____
October 31, 2050	\$ _____
October 31, 2051	\$ _____
October 31, 2052	\$ _____
	=====
Total	Up to \$4,460,400.00

**REGISTRATION PROVISIONS**

This MRO shall be registered in registration records kept by the Clerk of the Municipality of Sheboygan, Sheboygan County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer in form and substance acceptable to the Municipality and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of City Clerk</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EXHIBIT F****Members of Developer****MEMBERS OF DEVELOPER (WITH OWNERSHIP PERCENTAGE):**

- (1) Jacob Buswell (20%),
- (2) Brian Buswell (20%),
- (3) Matthew Buswell (20%),
- (4) Todd Page (20%), and
- (5) Richard Beyer (20%).

**CITY OF SHEBOYGAN  
RESOLUTION 179-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**FEBRUARY 23, 2026.**

A RESOLUTION authorizing entering into a Tax Incremental District Development Agreement with Harbor View Lofts, LLC for the property located at 636 Wisconsin Avenue, and further authorizing the issuance of taxable tax increment project municipal revenue obligation.

WHEREAS, the City of Sheboygan, Wisconsin created Tax Incremental District No. 21 (“TID 21”) for the purpose of promoting redevelopment; and

WHEREAS, Harbor View Lofts, LLC (the “Developer”) has agreed to construct and install certain improvements, namely, a three-story, ten-unit townhome with affordable rental rates, on the property located at 636 Wisconsin Avenue (Parcel 59281111451), located within in TID 21 (the “Project”); and

WHEREAS, the Developer has agreed to take actions to promote development in TID 21 which produce benefits to the public pursuant to a “Tax Incremental District Development Agreement,” attached as Exhibit A, and incorporated herein by reference, (the “Development Agreement”); and

WHEREAS, in order to further its development efforts in TID 21, the City agrees to apply a portion of the tax increment revenues from TID 21 to reimburse the Developer for a portion of the costs of the Project and as consideration for the other benefits provided to the City by the Developer, in accordance with the terms of the Development Agreement; and

WHEREAS, in order to fulfill the City’s obligations to the Developer, the City is to issue to the Developer a “Taxable Tax Increment Project Municipal Revenue Obligation” (the “MRO”) within ninety (90) calendar days after the City receives Developer’s Commencement Notice, which shall be payable solely from tax increments generated by the Project on the property described within the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized to execute the Tax Incremental District Development Agreement between the City of Sheboygan and the Developer, attached as Exhibit A.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to issue the City's MRO on such terms and conditions as set forth in the Development Agreement in consideration for the obligations undertaken by the Developer in constructing the Project and as otherwise set forth in the Development Agreement. The MRO shall be in the principal amount of \$299,600.00 and shall not bear any interest.

The MRO shall be payable in installments of principal due on October 31st in each of the years and in the amounts of Available Tax Increment for such year as set forth in the Development Agreement.

The MRO shall be signed by the manual or electronic (e.g., DocuSign or other similar technology) signatures of the Mayor and Clerk of the City (provided that, unless the City has contracted with a fiscal agent to authenticate the MRO, at least one of such signatures shall be manual), and sealed with the corporate seal of the City, or an electronic transmission thereof.

The MRO shall be in substantially the form set forth in the attached Development Agreement.

The MRO shall be payable only out of the "Special Redemption Fund" (the "Fund"), as hereinafter provided, and shall be a valid claim of the owner thereof only against the Fund and from the revenues pledged to such Fund, and shall be payable solely from Available Tax Increment derived from the Real Estate which have been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes and appropriated by the City Council to the payment of the MRO.

As stated above, the application of Available Tax Increment to payment of the MRO is subject to annual appropriation by the Common Council. However, and without in any way limiting the foregoing appropriation powers, the City fully expects and anticipates that to the extent Available Tax Increment is generated by the Real Estate it will appropriate, in each year, the Available Tax Increment to the payment of the principal of the MRO.

BE IT FURTHER RESOLVED: That for the purpose of the application and proper allocation of the Available Tax Increments, and to secure the payment of the principal of the MRO, the Fund is hereby created and shall be used solely for the purpose of paying principal of the MRO in accordance with the provisions of the MRO and this Resolution.

The City shall deposit in the Fund the Available Tax Increment received by the City attributable to the Real Estate. The monies on deposit in the Fund shall be used to pay principal on the MRO.

Uninvested money in the Fund shall be kept on demand deposit with such bank or banks as may be designated from time to time by the City as public depositories under the laws of Wisconsin. Such deposits of Fund money shall be secured to the fullest extent required by the laws of Wisconsin and the general investment policy of the City.

Money in the Fund, if invested, shall be invested in direct obligations of, or obligations guaranteed as to principal and interest by, the United States of America, or in certificates of deposit secured by such obligations and issued by a state or national bank which is a member of the Federal Deposit Insurance Corporation and is authorized to transact business in the State of Wisconsin, maturing not later than the date such money must be transferred to make payments on the MRO. All income from such investments shall be deposited in the Fund. Such investments shall be liquidated at any time when it shall be necessary to do so to provide money for any of the purposes for the Fund.

All Available Tax Increment shall be deposited in the Fund, and no other fund is created by this Resolution.

On each Payment Date, the City shall apply Available Tax Increment received by the City with respect to the Real Estate during that calendar year and appropriated by the City Council to the payment of the MRO.

If on any Payment Date there shall be insufficient Available Tax Increment appropriated to pay the principal due on the MRO, the amount due but not paid shall accumulate and be payable on the next Payment Date until the Final Payment Date. The City shall have no obligation to pay any amount of principal on the MRO which remains unpaid after the Final Payment Date.

As provided in Section 6.1 of the Development Agreement, the total amount of principal to be paid on the MRO shall not exceed \$299,600.00. When that amount of Available Tax Increment has been appropriated and applied to payment of the MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect thereto.

**BE IT FURTHER RESOLVED:** That the City Clerk shall keep books for the registration and for the transfer of the MRO. The person or entity in whose name any MRO shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the MRO shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such MRO to the extent of the sum or sums so paid.

The MRO may be transferred or assigned, in whole or in part, by the registered owner thereof only with the consent of the City and with the satisfaction of all other assignment requirements set forth in the MRO and the Development Agreement, by surrender of the MRO at the office of the Clerk of the City accompanied by an assignment duly executed by the registered owner or such registered owner’s attorney-in-fact duly authorized in writing. Upon such transfer or assignment, the Clerk of the City shall record the name of the transferee or assignee in the registration book and note such transfer or assignment on the MRO and re-issue the MRO (or a new MRO of like aggregate principal amount and maturity).

BE IT FURTHER RESOLVED: That the Mayor, the City Clerk, the City Administrator and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the City under the MRO.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the MRO), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the City.

BE IT FURTHER RESOLVED: That if any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution.

EFFECTIVE DATE: This Resolution shall be effective immediately upon its passage and approval.

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 INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of March 2, 2026 (the “**Effective Date**”) by and among the **CITY OF SHEBOYGAN, WISCONSIN**, a Wisconsin municipal corporation (the “**Municipality**”), and **HARBOR VIEW LOFTS, LLC**, a Wisconsin limited liability company (“**Developer**”).

### RECITALS

A. The Municipality has created Tax Incremental District No. 21 (“**District**”) as a rehabilitation tax increment district under the Municipality’s project plan (the “**Project Plan**”) in order to finance various project costs within the District subject to approvals by the Municipality’s Common Council and the Joint Review Board for the District pursuant to Wis. Stat. § 66.1105 (the “**TI Act**”).

B. Municipality owns the real property located in the District located at 636 Wisconsin Avenue (Parcel No. 59281111451) and described in greater detail in Exhibit A attached hereto and incorporated herein by reference (collectively, the “**Property**”), and the Municipality intends to convey the Property to Developer pursuant to the terms of this Agreement.

C. Developer, pursuant to the terms and conditions of this Agreement, is obligated to, among other things, construct a three story, ten (10) unit townhome with Affordable Rental Rates (as defined below) for Sheboygan County (the “**Project**”).

D. Developer acknowledges that but for the MRO (as defined below) and the conveyance of the Property, Developer would not move forward with the Project.

E. The Municipality believes it is appropriate to use tax increments from the District to provide for, among other things, the MRO and the acquisition of the Property to facilitate development and redevelopment within the District.

F. The Municipality further believes that the Project, as described in this Agreement, is in the best interests of the Municipality and its residents and is reasonably consistent with the public purposes and the development expectations of the Municipality, including, but not limited to, expanding housing, tax base and employment opportunities within the Municipality.

NOW, THEREFORE, the Municipality and Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agrees as follows:

### AGREEMENT

#### ARTICLE I – REQUIRED INFORMATION; TERMINATION

**1.1 Required Information.** The Municipality shall have no obligations under this Agreement, and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.2 below, if the Required Information (as defined below) has not been timely provided

by the Developer to the Municipality in form and substance reasonably acceptable to the Municipality. On or before December 31, 2027, Developer shall provide to the Municipality the following required information related to the Project (collectively, the “**Required Information**”) and such other documentation as the Municipality may request, both in form and in substance acceptable to the Municipality:

(a) A schedule for the construction of Developer Improvements (as defined below) and identifying the following for the Project:

(i) Intended commencement and completion date,

(ii) Reasonably estimated costs associated with the construction, and

(iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.

(b) An estimated cost breakdown and construction budget summary listing the intended cost of each improvement and construction expense for the Project, including, without limitation, all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Developer and Developer’s general contractor.

(c) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the Project. Developer shall also provide copies of all approvals by all applicable government bodies and agencies (including, without limitation, municipal or state issued building permits for the Project).

(d) A copy of the final construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Agreement (the “**Final Plans**”). The Final Plans must be certified as final and complete and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the Municipality in writing.

(e) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement, and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

(f) On or before the Effective Date, Developer shall provide the Municipality with all documents authorizing the appropriate officer of Developer to execute and deliver this Agreement (including, without limitation, authorizing resolutions of Developer).

**1.2 Termination Rights.** If Developer fails to fully and timely provide the Required Information, as determined in the sole discretion of the Municipality, the Developer shall be in Default under this Agreement. If Developer does not provide such Required Information within

thirty (30) calendar days after the Municipality provides Developer written notice of such Default(s), the Municipality shall have the right to terminate this Agreement and shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO).

## ARTICLE II – CONVEYANCE OF THE PROPERTY

**2.1 Property to be Conveyed.** Subject to the terms and conditions set forth in this Agreement (including, without limitation, ARTICLE I above), the Municipality agrees to convey the Property and all improvements thereon to Developer as set forth in this Agreement.

**2.2 General Terms and Conditions.** The conveyance that transfers the Property to Developer shall be subject to the following terms and conditions:

(a) The Property shall be conveyed by special warranty deed in the form and substance attached hereto as Exhibit B (the “**Special Warranty Deed**”) with good and marketable title, free and clear of all liens, security interests, mortgages or encumbrances of any kind, except for municipal and zoning ordinances and agreements entered into under them, recorded easements, recorded building and use restrictions and covenants, the property tax exemption restriction and transfer restriction set forth in this Agreement (see Sections 2.4, 7.2 and 7.3 below) and the permitted encumbrances on the Property as set forth on Exhibit C attached hereto (collectively, the “**Permitted Encumbrances**”);

(b) Title to the Property shall be insured by a policy of title insurance, or a binding commitment for such a title policy, that covers all of the Property and will be effective as of the Closing Date (as hereinafter defined) and insure the quality of title of the subject property as provided in Section 2.2(a) above but subject to standard title insurance exceptions;

(c) Developer shall be responsible for paying all costs related to evidence of title in the form of a commitment for an owner’s policy of title insurance with a gap endorsement, on a current ALTA form issued by a title insurer selected by the Municipality. Further, Developer shall be responsible for obtaining any additional endorsements and paying for all premiums and costs associated with the owner’s policy (and lender’s policy, as applicable) of title insurance covering the property being acquired in such amounts as may be determined by Developer. Each party hereto shall promptly execute and deliver to the other such other documents, certifications and confirmations as may be reasonably required and designated by the title insurer to issue the policies of title insurance described above;

(d) The taxes, assessments and utilities, if any, will be prorated on the Closing Date;

(e) The closing for the conveyance of the Property shall be on: (1) the thirtieth (30<sup>th</sup>) calendar day following the Municipality’s receipt of the Commencement Notice (as defined below); or (2) another date agreed to by the parties in writing (the “**Closing Date**”), provided, in all respects, that there is no Event of Default existing under this Agreement; and

(f) If the Municipality conveys the Property to Developer, all or such portion of the Property (as applicable) is being conveyed “AS-IS, WHERE-IS” and “WITH ALL FAULTS,” and the Municipality is making no representations or warranties, express or implied, with respect to the condition of the subject property or improvements. Developer agrees that Developer is relying exclusively upon Developer’s own inspection of the Property being conveyed and all improvements thereon. **DEVELOPER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE MUNICIPALITY, THE MUNICIPALITY’S OFFICERS, OFFICIALS, MANAGERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, CLAIMS BASED IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY), IN CONTRACT, IN WARRANTY, IN EQUITY OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE PROPERTY OR IMPROVEMENTS THEREON, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE SOLELY OUT OF THE FRAUD OR INTENTIONAL MISCONDUCT OF THE MUNICIPALITY.**

**2.3 Consideration.** At the time of the closing of the conveyance of the Property by the Municipality to Developer, Developer shall pay to the Municipality a purchase price for the Property in the amount of one dollar (\$1.00).

**2.4 Property Tax Exemption Restriction.** The Special Warranty Deed shall include a covenant affecting the Property conveyed to Developer (and running with the land) that prohibits all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) the Property from using or permitting the use of all or any portion of the Property in any manner which would render the Property exempt from property taxation.

**2.5 Subsequent Conveyance by Developer.** For the avoidance of any doubt, Developer may convey all or any portion of the Property to any third party, subject to the provisions in Sections 2.4 above and 7.2 below. Notwithstanding the preceding sentence or the conveyance of the Property to a third party or third parties, Developer at all times shall remain fully responsible for all obligations of Developer under this Agreement (including, without limitation all guaranty obligations) and the previous sentence in no way modifies any representations, warranties, covenants or agreements of Developer under this Agreement (including, without limitation, the representations, warranties, covenants or agreements set forth in Section 7.2 or ARTICLE IX below).

### **ARTICLE III – COMMENCEMENT NOTICE AND DEVELOPER IMPROVEMENTS**

**3.1 Commencement Notice.** Developer shall provide a written notice to the Municipality of Developer’s intention to commence the Project on or before December 31, 2027 (the “**Commencement Notice**”). To be effective, the Commencement Notice shall be accompanied by, or Developer shall have previously delivered to the Municipality, all of the Required Information. If Developer does not timely provide the Commencement Notice and all of the Required Information to the Municipality, Developer will be deemed to not be ready to develop the Project and be in Default under this Agreement. If Developer does not cure all

outstanding Default(s) within thirty (30) calendar days after the Municipality provides Developer written notice of such Default(s), the Municipality shall have no obligation to perform any obligation of the Municipality under this Agreement (including, without limitation, issuing the MRO) and the Municipality may terminate this Agreement.

**3.2 Developer Improvements.** Developer shall undertake, at Developer's own expense, the following improvements, obligations and work on the Property consistent with the Final Plans and all applicable laws, regulations and ordinances (collectively, the "**Developer Improvements**"):

(a) Developer shall construct and timely complete the Project. Developer shall commence construction of the Project (installation of foundation and footings) as set forth in the site plan attached as Exhibit D) on or before June 30, 2028. Upon such commencement, Developer shall proceed to the fully-satisfy and complete all of the improvements, obligations and work set forth in this Section 3.2 with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined in Section 17.10 below. On or before June 30, 2029 (the "**Completion Date**"), the Project shall be completed and available for occupancy.

(b) Developer shall promptly pay for all applicable Municipality impact fees and charges related to the Project.

(c) Developer shall be responsible for all landscaping on the Property, including, without limitation, trees, shrubs, seeding or sod related to the Project.

(d) Developer shall install, or have installed, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

(e) Developer shall install, or have installed, all sanitary sewer and water laterals on the Property, as well as connections of such laterals to new or existing sewer and water mains.

(f) Developer shall install, or have installed, all storm water drainage systems and facilities on the Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

(g) Developer shall be responsible for all erosion control measures related to Project and the construction of all improvements on the Property.

(h) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all applicable engineering, inspections, materials, labor, permit, impact, license and any and all other fees.

(i) Developer shall construct the Project in such a way that Developer will not create any vibration that would adversely affect any adjoining property before, during or

after the construction of the Project. Developer agrees to take all necessary measures to satisfy the Municipality's vibration standards and requirements in Sec. 105-933 of the Municipality's ordinances before, during and after construction of the Project (expressly waiving any exceptions in such ordinance for vibrations created during construction).

The obligations on Developer under this Agreement shall be deemed covenants running with the land and shall be applicable to Developer's successors and assigns and all other persons or entities acquiring any interest in the Property during the term of the District.

**3.3 Progress and Quality of Work.** Upon commencement of the Developer Improvements, Developer shall proceed to the full completion of the Developer Improvements with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 17.10 below. Subject to the foregoing, completion of the Project shall occur on or before the Completion Date. All work to be performed by or on behalf of Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the Municipality.

**3.4 Compliance Obligations.** All of the Developer Improvements shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes and Developer shall, at Developer's cost, obtain and maintain all necessary permits and licenses for the Developer Improvements.

**3.5 Indemnification and Insurance Required of Private Contractors.** Developer hereby expressly agrees to indemnify and hold the Municipality harmless from and against all claims, costs and liability related to any damage to the Property or injury or death to persons caused by Developer's performance of the Developer Improvements or any other work required of Developer under this Agreement, unless the cause is due to the willful misconduct by the Municipality.

**3.6 Compliance with Law.** Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement. When necessary to protect the public health, safety or welfare, Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval.

**3.7 Payment of Taxes.** Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due.

**3.8 Time is of the Essence.** Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

**3.9 Reconstruction.** Until the District is closed, in the event of any casualty, loss or damage to the improvements on the Property owned by Developer (or by an entity affiliated with Developer in any way or with a common owner(s) or member(s) as Developer or any entity affiliated with Developer in any way), Developer shall proceed with the repair and replacement of

such improvements on such Property affected by such a loss or damage and restore such improvements to at least the condition and quality that such improvements were in, and with an equalized value at least equal to the equalized value, immediately prior to the casualty, loss or damage (each an “**Uncured Casualty Loss**”). Subject to force majeure delays, in no event shall Developer take longer than: (a) one hundred eighty (180) calendar days after the date of a loss or damage to commence restoration of the affected improvements, and (b) the one year anniversary of the date of a loss or damage to completely restore the affected improvements. If Developer fails to timely comply with all of the requirements in this Section 3.9 Developer shall be in Default under this Agreement and the Municipality shall be entitled to the remedies set forth in this Agreement and available in equity or applicable law.

#### ARTICLE IV– DEVELOPER GUARANTY AND OBLIGATIONS

**4.1 Guarantied Value.** The parties anticipate that, upon completion, the currently contemplated land and improvements related to the Project will have an equalized value for purposes of real property assessment (“**Equalized Value**”) of not less than One Million Four Hundred Ninety-Eight Thousand Dollars (\$1,498,000.00; the “**Guarantied Value**”) by June 30, 2029. As a condition to entering into this Agreement, the Municipality requires that Developer guaranty a minimum Equalized Value for the land and improvements related to the Project. By executing this Agreement, Developer and Jacob Buswell, Brian Buswell, Matthew Buswell, Todd Page and Richard Beyer (each a “**Guarantor**” and, collectively, the “**Guarantors**”) each hereby jointly and severally guaranties that, on and after December 31, 2029 (the “**Guarantied Value Date**”), the Equalized Value of the land and improvements on the Property shall at all times during the life of the District be at least the Guarantied Value. If the Equalized Value of the Property is less than the Guarantied Value any time on or after the Guarantied Value Date and Developer does not timely make a Tax Increment Shortfall payment, Developer shall be in Default under this Agreement.

**4.2 Failure to Construct.** If Developer provides a Commencement Notice as required by Section 3.1 but does not timely complete construction of the Project as herein provided, then Developer and each Guarantor shall pay to the Municipality all sums incurred by the Municipality with regard to the preparation and drafting of this Agreement and all other sums not recoverable from Tax Increments (as defined below), and upon the written request of the Municipality, Developer is obligated to reconvey any and all portions of the Property owned by Developer (or by any entity affiliated with Developer in any way or with a common owner/owners or member/members as Developer or any entity affiliated with Developer in any way) at such time as follows:

(a) by Special Warranty Deed;

(b) insured by a policy of title insurance, or a binding commitment for such a title policy, with a gap endorsement, all of which are at the expense of Developer, that will be in the same insurance amounts obtained by Developer in the policy provided under Section 2.2(c) above, effective as of the reconveyance date and insure the quality of title of the Property free and clear of all liens, security interests, mortgages and encumbrances, except for Permitted Encumbrances;

(c) subject to the proration of taxes, utilities and any and all other assessments applicable to the Property being re-conveyed to the Municipality; and

(d) at the time of the closing of the reconveyance of the Property by Developer to the Municipality, the Municipality shall pay to Developer a purchase price for the Property in the amount of one dollar (\$1.00).

All repayments and reconveyances shall be completed within thirty (30) calendar days after Developer's non-performance or Default under this Agreement.

**4.3 Guaranty Obligations.** If on or any time after the Guaranteed Value Date, whether as a result of an Uncured Casualty Loss or otherwise, the Equalized Value of the Property is less than the Guaranteed Value (each a "**Shortfall Event**"), then Developer and each Guarantor shall jointly and severally owe the Municipality an amount equal to the difference between (a) the Tax Increment the Municipality otherwise would have received on the Property if the Property's Equalized Value equaled the Guaranteed Value, and (b) the Tax Increment received by the Municipality in the year a Shortfall Event occurs (such difference between (a) and (b) being referred to herein as the "**Tax Increment Shortfall**"). If a Tax Increment Shortfall is owed to the Municipality, then Developer and each Guarantor shall pay to the Municipality an amount equal to the Tax Increment Shortfall for such calendar year. If and when the Equalized Value of the Property as of any January 1 is equal to or greater than the Guaranteed Value no Tax Increment Shortfall payment obligation shall be incurred for such year or any year thereafter, unless a new Shortfall Event occurs. If a Tax Increment Shortfall continues through the closing of the District, no further Equalized Value assessment calculations shall occur and no further Tax Increment Shortfall payment obligations of Developer or any Guarantor shall arise after the District is closed. Developer agrees that it shall not, and hereby waives any right to, during the life of the District, challenge the assessed value of the Property below the Guaranteed Value.

**4.4 Payment of Tax Increment Shortfall.** Any Tax Increment Shortfall payment due to the Municipality may, at the Municipality's discretion, be deducted from any MRO payment (otherwise due Developer) from the Municipality during the year in which the Tax Increment Shortfall payment obligation arises. If the Tax Increment Shortfall payment exceeds the amount of such MRO payment, Developer and each Guarantor shall pay to the Municipality an amount equal to the difference between such MRO payment and the Tax Increment Shortfall. If there is no MRO payment due Developer for such year, Developer shall pay to the Municipality the full amount of the Tax Increment Shortfall for such year. Any Tax Increment Shortfall payment due to the Municipality from Developer pursuant to this ARTICLE IV shall be made within ten (10) days of written request for payment by the Municipality.

## ARTICLE V – ACCESS, INSPECTIONS AND CONTRACTORS

**5.1 Access and Inspections.** Developer hereby grants to the Municipality, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Property at all reasonable times (upon reasonable advance notice to Developer) for the Municipality to inspect the Property and the Project.

**5.2 Inspections for Municipality’s Benefit Only.** Each inspection conducted by the Municipality or the Municipality’s agents shall be deemed to have been for the Municipality’s own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the Municipality.

**5.3 Contractors and Consulting Engineers.** At any time, the Municipality shall have the right to retain consulting engineers and architects to perform services for the Municipality (which shall be at the Municipality’s expense, unless the Municipality must perform inspections as a result of Developer’s failure to meet the Final Plans then such expenses will be at Developer’s expense) including, without limitation:

- (a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the Final Plans and the requirements of this Agreement;
- (b) to advise the Municipality of the anticipated cost of, and a time for, the completion of construction work; and
- (c) to review and advise the Municipality of any proposed changes in the construction of the Project.

The Municipality’s selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the Municipality for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project shall be qualified in the Municipality to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

## ARTICLE VI – MUNICIPAL REVENUE OBLIGATION

**6.1 Municipal Revenue Obligation.** Pursuant to the terms of this Agreement, the Municipality agrees to issue to Developer, within ninety (90) calendar days after the Municipality’s receipt of the Commencement Notice, a non-interest bearing municipal revenue obligation (the “MRO”). The amount paid under the MRO shall equal *the lesser of*: (a) Two Hundred Ninety-Nine Thousand Six Hundred Dollars (\$299,600.00), and (b) the sum of all payments made by the Municipality on the MRO during the life of the District but in no event after the Final Payment Date (as defined below).

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment in each year appropriated by the Municipality’s Common Council until and including *the earlier of* the date this Agreement is terminated, the date the District is terminated, the Final Payment Date and the date the MRO is paid in full. “Available Tax Increment” means an amount equal to seventy-five percent (75%) of the difference between the Tax Increment actually received by the Municipality and appropriated by the Municipality’s Common Council in each year **less** the following (collectively, the “Priority Project Costs”): (i) all debt service payments incurred or to

be incurred by the Municipality in a given year for work performed or to be performed with regard to the Project or the Property; (ii) the amount of the Municipality's administrative expenses, including, but not limited to, reasonable charges for the time spent by Municipality employees in connection with the negotiation and implementation of this Agreement, (iii) professional service costs, including, but not limited to, those costs incurred by the Municipality for outside architectural, planning, engineering, inspections, financial consulting and legal advice (including, without limitation, attorneys' costs and fees) and services related to the negotiation and implementation of this Agreement, and (iv) other eligible project costs previously incurred by the Municipality in preparation for this Project or to be incurred by the Municipality under the Project Plan, including, without limitation, site preparation and costs and expenses related to the Property or the Project provided such eligible project costs are not financed by the debt service referenced in (i) above. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid. "**Tax Increment**" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Project, the land and improvements on the Property.

Provided that Developer is not in Default under this Agreement, the Municipality shall, subject to annual appropriation of such payment by the Municipality's Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31<sup>st</sup> of each year commencing on October 31, 2027, and continuing to (and including) the earlier of the date the MRO is paid in full or October 31, 2052 (each, a "**Payment Date**"). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the Municipality may be suspended until all outstanding Defaults are cured.

To the extent that on any Payment Date the Municipality is unable to make all or part of a payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment, non-appropriation by the Municipality's Common Council or otherwise, such failure shall not constitute a default by the Municipality under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the Municipality has the ability to payout Available Tax Increment. The term of the MRO and the Municipality's obligation to make payments hereunder shall not extend beyond the earlier of October 31, 2052 (the "**Final Payment Date**") or the date the MRO is paid in full. If the MRO has not been paid in full by the Final Payment Date, then the Municipality shall have no obligation to make further payments on the MRO. Upon the earlier of the date the MRO is paid in full and the Final Payment Date, the MRO shall terminate and the Municipality's obligation to make any payments under the MRO shall be fully discharged, and the Municipality shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the Municipality, and the Municipality shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the Municipality and shall not constitute a general obligation of the Municipality. The Municipality will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date,

the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein. If Available Tax Increment is received by the Municipality earlier than the first Payment Date, the applicable portion of such increment shall be retained by the Municipality and applied to the first payment subject to appropriation by the Municipality's Common Council. Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.

**6.2 MRO Form.** The MRO shall be substantially in the form attached to this Agreement as Exhibit E (which is incorporated herein by reference) and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. In the event of a conflict between the terms of this Agreement and the terms of the MRO, the terms in this Agreement shall prevail. The principal payments shall be payable solely from the Available Tax Increment appropriated by the Municipality. On or about each Payment Date under the MRO, the Municipality shall provide to Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and, if applicable, the remaining principal balance due on the MRO after the application of such payment.

**6.3 Issuance of MRO and Payment Limitation.** Provided that Developer is not in Default under this Agreement beyond the applicable cure period (if any), the Municipality will deliver the MRO to Developer within ninety (90) calendar days after the Municipality's receipt of the Commencement Notice. Notwithstanding the previous sentence, in the event that Developer is in Default prior to the Municipality's issuance of the MRO, the Municipality shall not be required to deliver the MRO to Developer until a reasonable time after, but in no event less than thirty (30) calendar days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. If the Municipality does not timely provide the MRO to Developer, the Developer shall make a written request to the Municipality to deliver the executed MRO within thirty (30) calendar days after the date of such written request by the Developer. The total amount of principal to be paid under the MRO shall in no event exceed the lesser of:

(a) Two Hundred Ninety-Nine Thousand Six Hundred Dollars (\$299,600.00); and

(b) The sum of all payments made by the Municipality on the MRO during the life of the District but in no event after the Final Payment Date.

The Municipality's obligation to make payments on the MRO is conditioned on the requirement that Developer is not in Default under this Agreement. For the avoidance of any doubt, upon the occurrence of a Default, the Municipality may suspend all payments until the Default is cured and, upon the expiration of all applicable cure periods for such Default, the Municipality may exercise any and all available remedies.

**6.4 Payment of Priority Project Costs and Repayment Schedule.** From the Tax Increment received by the Municipality each year, the Municipality shall first pay the outstanding Priority Project Costs. The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The Municipality reserves the right to modify the MRO repayment schedule based upon market conditions, applicable Priority Project Costs and the actual and

projected Available Tax Increment generated from the Project. The Available Tax Increment held by the Municipality each year shall be applied to the payment of principal due on the MRO in accordance with the payment schedules set forth in such MRO until a maximum payout has been made (which equals the Available Tax Increment for a given year), subject to appropriation by the Municipality's Common Council.

## ARTICLE VII– ZONING, LAND USE AND RESTRICTIVE COVENANT

**7.1 Zoning Compliance.** The Project shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued, unless otherwise provided herein. Nothing in this Agreement shall obligate the Municipality to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

**7.2 Tax Status/Restrictive Covenant.** Without the prior written consent of the Municipality (which may be withheld for any reason), Developer shall not use or permit the use of the Property in any manner which would render the Property exempt from property taxation. Further, during the life of the District, Developer will not challenge or contest any assessment on the Property by the Municipality, including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding with regard to an assessed value of the Property that is at or below the Guaranteed Value. Prior to the conveyance of all or any portion of the Property, Developer agrees to record on the Property with the Sheboygan County Register of Deeds a deed restriction or restrictive covenant evidencing the restrictions on the Property set forth in this Section 7.2. The foregoing deed restrictions or restrictive covenants shall permit, but shall not obligate, the Municipality to enforce such deed restrictions or restrictive covenants and shall be in form and in substance acceptable to the Municipality. Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains any interest (whether as owner, tenant, occupant or otherwise) provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the Municipality.

**7.3 Land Dedications, Transfers and Easements for the Project.** Developer agrees to make such land dedications and to grant such temporary or permanent easements as are required by the Municipality for the construction and maintenance of the Project. All documentation for such dedications or easements shall be in form and substance acceptable to the Municipality and Developer. Developer agrees to cooperate with the Municipality if the Municipality desires to prepare certified survey maps or other documentation as deemed appropriate by the Municipality to facilitate the implementation and documentation of such dedications and easements and to adjust the lot lines of the Property in a manner reasonably acceptable to the Municipality and Developer.

## ARTICLE VIII – ASSIGNMENTS AND CHANGES OF CONTROL

**8.1 Assignments and Change of Control.** This Agreement and the MRO shall not be assignable by Developer without the prior written consent of the Municipality (which may be withheld by the Municipality for any reason). The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the Municipality (which

may be withheld by the Municipality for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean twenty percent (20%) or more of the Ownership Interests in Developer. For the purposes of this Agreement, "**Ownership Interests**" shall mean the members' rights to share in distributions and other economic benefits of Developer, the members' rights to participate in decision making, or both. The current members of Developer are identified on Exhibit F attached hereto and incorporated herein by reference.

In the event this Agreement is assigned by Developer, such assignee shall execute all documents required by the Municipality to confirm that such assignee is bound by the terms of this Agreement and agrees to perform all of Developer's obligations set forth in this Agreement. Further, in the event this Agreement is assigned by Developer, Developer agrees to remain jointly and severally liable for all obligations of the Developer (whether to be completed by itself or its assign) under this Agreement.

Notwithstanding any provision herein to the contrary, this Agreement and the MRO may be collaterally assigned to a mortgage lender financing the development and completion of the Project.

## **ARTICLE IX – DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS**

**9.1 Developer Representations, Warranties and Covenants.** Developer represents, warrants and covenants that:

(a) Developer is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) Developer has full authority to execute and perform this Agreement and has obtained all necessary authorizations (whether by official board resolution or action, unanimous written consent in lieu of a meeting or otherwise) to enter into, execute, perform and deliver this Agreement;

(c) the execution, delivery, and performance of Developer's respective obligations pursuant to this Agreement will not violate or conflict with (i) Developer's articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, (ii) any other agreement to which Developer is a party, or (iii) any law applicable to Developer or the Project;

(d) this Agreement constitutes (and any instrument or agreement that Developer is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of Developer enforceable against Developer in accordance with their respective terms;

(e) Developer will expeditiously complete the development and construction of Developer Improvements and the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the Municipality regarding the Project;

(f) Developer will not make or consent to any material modifications to the Final Plans without the prior written consent of the Municipality;

(g) Developer will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements and the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that Developer shall, within ten (10) calendar days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the Municipality) a surety bond sufficient to release said claim or lien or provide the Municipality with other such assurances that the Municipality may require;

(h) Developer will take all steps to forestall claims of lien against the Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Property;

(i) Developer will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement, completed value of the improvements on the Property;

(j) Developer will timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Property;

(k) Developer will promptly furnish to the Municipality, during the term of this Agreement, written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer;

(l) Developer shall deliver to the Municipality revised statements of estimated costs of the construction for Developer Improvements showing changes in or variations from the original cost statement provided to the Municipality as soon as such changes are known to Developer;

(m) Developer shall provide to the Municipality, promptly upon the Municipality's request, any information or evidence deemed necessary by the Municipality related to performance of Developer under this Agreement to enable the Municipality to timely and accurately complete any accounting or reporting requirements applicable to the Municipality related to the transactions under this Agreement;

(n) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the Municipality in writing;

(o) there are no delinquent outstanding real estate taxes or special assessments affecting the Property;

(p) the rents charged on each of the townhomes of the Project will not be more than the Affordable Rental Rates then in effect as of the date of the lease (and as of the date of each extension thereto) for the applicable housing unit type (e.g., one-bedroom unit, two-bedroom unit or three-bedroom unit); and

(q) subject to the terms of this Agreement, it shall not at any time challenge or contest any assessment on the Property by the Municipality including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding with regard to an assessed value of the Property that is at or below the Guaranteed Value.

For purposes of this Agreement, "**Affordable Rental Rates**" means affordable rental rates by applicable housing unit type (e.g., one-bedroom unit, two-bedroom unit or three-bedroom unit) as published on the City of Sheboygan Planning and Development Department's website (<https://www.sheboyganwi.gov/departments/planning-development/>) from time to time.

**9.2 Execution Representations and Warranties.** The person(s) signing this Agreement on behalf of Developer represent(s) and warrant(s) that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

**9.3 Cooperation.** Developer warrants that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

## ARTICLE X – MUNICIPALITY REPRESENTATIONS

**10.1 Municipality Representations.** The Municipality represents that:

(a) The Municipality is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all Municipality obligations required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the Municipality have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the Municipality is required to give under this Agreement when executed and delivered will constitute) legal, valid and

binding obligations of the Municipality enforceable against it in accordance with their respective terms.

## ARTICLE XI– DEFAULTS

**11.1 Default.** Any one or more of the following shall constitute a “**Default**” under this Agreement.

(a) Developer fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to Developer (including, without limitation, the untimely delivery of the Required Information, completion of the Developer Improvements or any default under any other agreement related to the Project).

(b) Any representation or warranty made by Developer in this Agreement (including, without limitation, charging rent on any applicable housing unit in excess of the Affordable Rental Rates for such housing unit type), any document related hereto or referenced herein or any financial statement delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(c) Developer (or any permitted successor or assign of Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) calendar days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within sixty (60) calendar days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets.

(d) The Municipality fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to the Municipality.

## ARTICLE XII – REMEDIES

**12.1 Remedies.** In the event of a Default, the non-defaulting party shall provide written notice to the defaulting party of the Default (the “**Default Notice**”); however, Developer shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 11.1(c) above.

(a) The Default Notice shall provide the defaulting party at least thirty (30) calendar days to cure a Default; however, the 30-day period shall be extended to the period of time reasonably necessary to cure the Default (in the event that such 30-day period is not sufficient time to reasonably cure such Default), if the defaulting party promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default, but, in no event, shall the period of time to cure the Default exceed ninety (90) calendar days from the date of the Default Notice, unless otherwise agreed to by the parties in writing.

(b) In the event the Default is not fully and timely cured by Developer, the Municipality shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not bar the exercise or implementation of any other rights or remedies of the Municipality provided for under this Agreement:

(i) The Municipality may refuse to issue any permits to Developer for the construction of Developer Improvements or any other improvements on the Property;

(ii) The Municipality may recover from Developer all damages, costs and expenses, including, but not limited to, attorneys’ fees incurred by the Municipality related to or arising out of each Default and the drafting and negotiation of this Agreement;

(iii) The Municipality may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations under the MRO; or

(iv) The Municipality may terminate this Agreement.

(c) In the event the Default is not fully and timely cured by the Municipality, subject to Section 17.11 below, Developer shall have all of the rights and remedies available in law or in equity, however, the Municipality shall not be liable for any punitive or consequential damages, the MRO shall only be paid out of Available Tax Increment and Developer may not perform any acts required to be performed by the Municipality under applicable law.

### ARTICLE XIII – SUCCESSORS AND ASSIGNS

**13.1 Successors and Assigns; Assignment.** This Agreement shall be binding upon the successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. Except as expressly provided for in Section 8.1 above, this Agreement shall not be assigned by Developer without the prior written consent of the Municipality, which consent may be withheld for any reason.

### ARTICLE XIV – TERMINATION

**14.1 Termination.** This Agreement shall not terminate until the earlier of:

- (a) termination by the Municipality of the District pursuant to §66.1105(7) of the TI Act,
- (b) the date the MRO is paid in full, or
- (c) termination by the Municipality pursuant to the terms of this Agreement;

however, Developer agrees that the termination of this Agreement shall not cause a termination of the rights and remedies of the Municipality under this Agreement.

### ARTICLE XV – NOTICES

**15.1 Notices.** Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested); or (d) in the case of an e-mail notice (which shall be effective for all purposes hereunder), when sent to the e-mail address(es) provided below or any other address designated in writing by one party to the other party; provided that any party may request that an e-mail notice be followed by another form of notice under this Section 15.1 within three (3) calendar days after such request, and addressed as follows:

If to the Municipality:

City of Sheboygan  
Attention: City Administrator  
828 Center Avenue, Suite 300  
Sheboygan, WI 53081

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

with a copy to:

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

If to Developer:

Harbor View Lofts, LLC  
Attention: Jacob Buswell  
1525 Torrey View Drive  
Sparta, WI 54656

#### ARTICLE XVI – APPLICABLE LAW

**16.1 Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Sheboygan County, Wisconsin.

#### ARTICLE XVII – MISCELLEANEOUS

**17.1 Entire Agreement.** This Agreement and all of the documents referenced herein or related hereto (and as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

**17.2 Amendment.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

**17.3 No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to Developer nor does the Municipality warrant by this Agreement that Developer is entitled to any required approvals, permits or the like with regard to the Project.

**17.4 Invalid Provisions.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**17.5 Headings.** The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

**17.6 No Waiver; Remedies.** No failure on the part of the Municipality to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right.

The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

**17.7 No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

**17.8 No Joint Venture.** The Municipality is not a partner, agent or joint venture of or with Developer.

**17.9 Recording of a Memorandum of this Agreement Permitted.** A memorandum of this Agreement may be recorded by the Municipality on the Property and any or all of the Property in the office of the Register of Deeds for Sheboygan County, Wisconsin, and, upon request of the Municipality, Developer shall execute and deliver to the Municipality a memorandum of this Agreement for recording purposes.

**17.10 Force Majeure.** If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto. Any such approved delay by the Municipality will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply.

**17.11 Immunity.** Nothing contained in this Agreement constitutes a waiver of any immunity available to the Municipality under applicable law.

**17.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, it being understood that all parties need not sign the same counterpart. This Agreement may also be executed by remote electronic means, via DocuSign, Eversign, or similar platform. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. Upon request by a party, the parties hereto shall provide a wet-ink, original signed version of this Agreement to such party for its records.

**17.13 Recitals.** The RECITALS set forth above are true, accurate and incorporated herein by reference.

*[The remainder of this page is intentionally left blank with a signature pages to follow.]*

#43792146v4

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

**MUNICIPALITY: CITY OF SHEBOYGAN, WISCONSIN**

By: \_\_\_\_\_  
Name: Ryan Sorenson, City Mayor

Attest: \_\_\_\_\_  
Name: Meredith DeBruin, City Clerk

STATE OF WISCONSIN    )  
  ) I  
SHEBOYGAN COUNTY    )

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

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

**DEVELOPER: HARBOR VIEW LOFTS, LLC**

By: \_\_\_\_\_  
Name: Jacob Buswell, Authorized Member

STATE OF WISCONSIN    )  
  ) I  
\_\_\_\_\_ COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above named Jacob Buswell, an Authorized Member of Harbor View Lofts, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE IV OF THIS AGREEMENT AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

**GUARANTORS:**

\_\_\_\_\_  
Jacob Buswell

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Jacob Buswell, has agreed to personally guarantee obligations under this Agreement to the Municipality. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

\_\_\_\_\_  
Mary Elizabeth Buswell, Spouse of Jacob Buswell

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE IV OF THIS AGREEMENT AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

**GUARANTORS:**

---

Brian Buswell

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Brian Buswell, has agreed to personally guarantee obligations under this Agreement to the Municipality. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

---

Debra Buswell, Spouse of Brian Buswell

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE IV OF THIS AGREEMENT AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

**GUARANTORS:**

---

Matthew Buswell

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Matthew Buswell, has agreed to personally guarantee obligations under this Agreement to the Municipality. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

---

Jessye Buswell, Spouse of Matthew Buswell

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE IV OF THIS AGREEMENT AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

**GUARANTORS:**

---

Todd Page

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Todd Page, has agreed to personally guarantee obligations under this Agreement to the Municipality. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

---

Debbie Page, Spouse of Todd Page

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE IV OF THIS AGREEMENT AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

**GUARANTORS:**

---

Richard Beyer

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Richard Beyer, has agreed to personally guarantee obligations under this Agreement to the Municipality. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

---

Michelle Jensen-Beyer, Spouse of Richard Beyer

**EXHIBIT A****Property****PARCEL B:**

The North 20 feet of Lot 133, all of Lot 134, all of Lot 144, all of Lot 145, the East 1/2 of Lot 146, the West 1/2 of the North 70 feet of Lot 146, and the North 70 feet of Lot 147, all in Ellis Addition to the City of Sheboygan, County of Sheboygan, State of Wisconsin, subject to and together with the right of use for alley purposes over the West 5 feet of the East 1/2 of Lot 146. EXCEPTING THEREFROM lands conveyed in Warranty Deed recorded as Document No. 2148050, described as: All of Lot 144 and the East 10 feet of Lot 145, Ellis Addition to the City of Sheboygan, located in Section 23, Township 15 North, Range 23 East, City of Sheboygan, County of Sheboygan, State of Wisconsin.

Tax Key Number: 59281111451

**EXHIBIT B**  
**Special Warranty Deed**

**[SEE ATTACHED]**

DOCUMENT NO.	<b>SPECIAL WARRANTY DEED</b>
--------------	------------------------------

This Special Warranty Deed is made between the City of Sheboygan, Wisconsin (“Grantor”) and Harbor View Lofts, LLC (“Grantee”).

WITNESSETH:

Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys to Grantee and its successors and assigns forever the following described real estate:

All of Grantor’s right, title and interest in and to the real property described in Schedule A attached hereto and incorporated herein by reference, together with all hereditaments and appurtenances thereunto belonging or in any way appertaining.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

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

**This is not homestead property.**

59281111451  
**Parcel Identification Numbers**

**EXEMPT FROM REAL ESTATE TRANSFER TAX  
 PER WIS. STATS. § 77.25 (2).**

Grantor warrants that title is good, indefeasible in fee simple and free and clear of encumbrances, arising by, through or under Grantor, except municipal and zoning ordinances (and agreements entered into under them), recorded easements, recorded building and use restrictions, covenants and the restrictions set forth in a “Tax Incremental District Development Agreement” between Grantor and Grantee dated as of March 2, 2026, taxes and assessments levied in 2026 which are not yet due and payable and subsequent years and those encumbrances set forth on Schedule B, attached hereto and incorporated herein by this reference.

As additional consideration for the conveyance evidenced by this Special Warranty Deed, Grantor and Grantee agree that, prior to the termination of the City of Sheboygan’s Tax Incremental District No. 21, all current and future owners or users of (including any other party with an interest – whether ownership, leasehold or otherwise – in) all or any portion of the real property conveyed by this Special Warranty Deed shall not be used in such a way as to exempt such real property from property taxation. The foregoing covenant shall run with the land.

Dated as of [ \_\_\_\_\_ ], 202[ \_\_\_\_ ].

**CITY OF SHEBOYGAN, WISCONSIN**

By: \_\_\_\_\_  
 Name: Ryan Sorenson  
 Title: City Mayor

Attest: \_\_\_\_\_  
 Name: Meredith DeBruin  
 Title: City Clerk



**Schedule A****Legal Description of Real Property****PARCEL B:**

The North 20 feet of Lot 133, all of Lot 134, all of Lot 144, all of Lot 145, the East 1/2 of Lot 146, the West 1/2 of the North 70 feet of Lot 146, and the North 70 feet of Lot 147, all in Ellis Addition to the City of Sheboygan, County of Sheboygan, State of Wisconsin, subject to and together with the right of use for alley purposes over the West 5 feet of the East 1/2 of Lot 146. EXCEPTING THEREFROM lands conveyed in Warranty Deed recorded as Document No. 2148050, described as: All of Lot 144 and the East 10 feet of Lot 145, Ellis Addition to the City of Sheboygan, located in Section 23, Township 15 North, Range 23 East, City of Sheboygan, County of Sheboygan, State of Wisconsin.

## Schedule B

### Permitted Encumbrances

The following items are permitted encumbrances in addition to the items identified above in this Special Warranty Deed. The number references are for tracking and convenience purposes only and identify the exceptions noted on Schedule B Part Two in the Commitment for Title Insurance issued by Knight Barry Title, Inc. as Commitment Number 2380961.

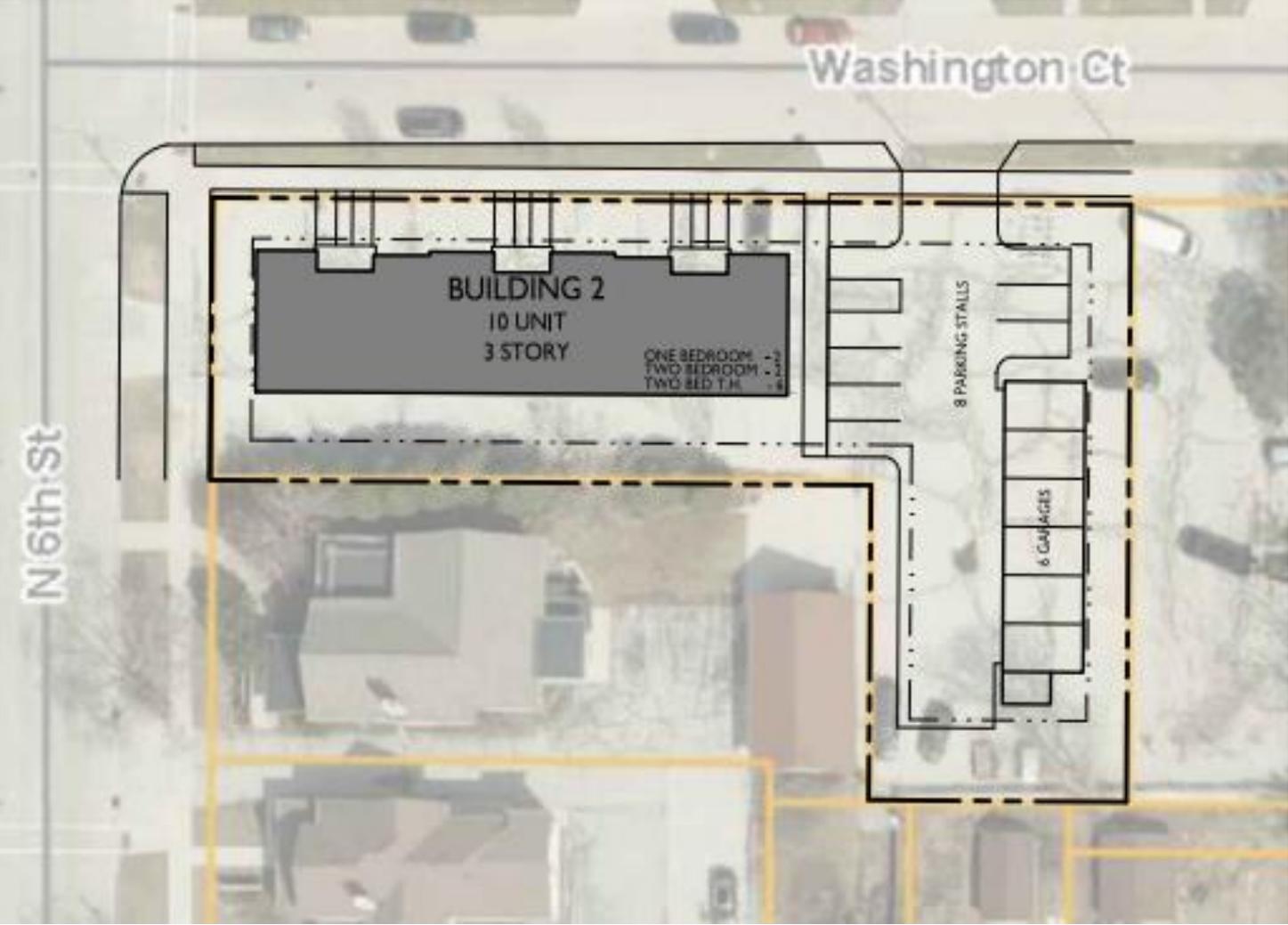
1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date, as set forth on the Commitment for Title Insurance, and the Date of Policy, as set forth on the Policy.
2. Special assessments, special taxes or special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees and due payable on the development or improvement of the Land, whether assessed or charged before or after the Date of the Policy.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the Public Records.
8. Any claim of adverse possession or prescriptive easement.
9. General Taxes for the year 2026 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2026 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2026 and subsequent years."
10. Provisions for taxes or assessments as contained in Business Incremental District.
11. Provisions for taxes or assessments as contained in TIF #21.
13. Easements, restrictions, and other matters set forth in instrument recorded October 16, 1866 in Volume 22 of Deeds, Page 225. (Parcel B)
17. NOTE: The Land is currently exempt from taxation. Should the proposed insured wish to continue exempt status, please contact the local municipality to determine requirements to maintain exempt status. Failure to timely contact the municipality and provide necessary documentation may result in a loss of such exempt status and, consequently, the Land may be taxed in future years.
18. Possible homestead and marital property rights of the spouse of the Insured if the proposed deed is to run to a married individual.
19. Judgments and/or liens, if any, docketed or filed against the prospective owner of Land. Further report will be made as to such judgments and liens when the Company is advised as to the name of the prospective owner.

**EXHIBIT C****Permitted Encumbrances**

The following items are permitted encumbrances in addition to the items identified above in this Special Warranty Deed. The number references are for tracking and convenience purposes only and identify the exceptions noted on Schedule B Part Two in the Commitment for Title Insurance issued by Knight Barry Title, Inc. as Commitment Number 2380961.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date, as set forth on the Commitment for Title Insurance, and the Date of Policy, as set forth on the Policy.
2. Special assessments, special taxes or special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees and due payable on the development or improvement of the Land, whether assessed or charged before or after the Date of the Policy.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the Public Records.
8. Any claim of adverse possession or prescriptive easement.
9. General Taxes for the year 2026 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2026 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2026 and subsequent years."
10. Provisions for taxes or assessments as contained in Business Incremental District.
11. Provisions for taxes or assessments as contained in TIF #21.
13. Easements, restrictions, and other matters set forth in instrument recorded October 16, 1866 in Volume 22 of Deeds, Page 225. (Parcel B)
17. NOTE: The Land is currently exempt from taxation. Should the proposed insured wish to continue exempt status, please contact the local municipality to determine requirements to maintain exempt status. Failure to timely contact the municipality and provide necessary documentation may result in a loss of such exempt status and, consequently, the Land may be taxed in future years.
18. Possible homestead and marital property rights of the spouse of the Insured if the proposed deed is to run to a married individual.
19. Judgments and/or liens, if any, docketed or filed against the prospective owner of Land. Further report will be made as to such judgments and liens when the Company is advised as to the name of the prospective owner.

**EXHIBIT D**  
**Site Plan**



**EXHIBIT E****MRO**

UNITED STATES OF AMERICA  
 STATE OF WISCONSIN  
 COUNTY OF SHEBOYGAN  
 CITY OF SHEBOYGAN

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“**MRO**”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	Up to \$299,600.00

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the “**Municipality**”), promises to pay to Harbor View Lofts, LLC (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Revenues described below, without interest.

This MRO shall be payable in installments of principal due on October 31 (the “**Payment Dates**”) in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the Municipality’s Tax Incremental District No. 21, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the resolution adopted on March 2, 2026, by the Common Council of the Municipality (the “**Resolution**”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of March 2, 2026 by and between the Municipality and Developer (the “**Development Agreement**”). All capitalized but undefined terms herein shall take on the meaning given to such terms in the Development Agreement.

This MRO does not constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment generated by the Property and appropriated by the Municipality’s Common Council to the payment of this MRO (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred principal

shall be payable on the next Payment Date until the earlier of: (a) the date this MRO is paid in full, and (b) the Final Payment Date (as defined below). The Municipality shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owners of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the Municipality's Common Council to payment of this MRO. The "**Final Payment Date**" is October 31, 2052.

At the option of the Municipality, this MRO is subject to prepayment in whole or in part at any time.

The Municipality makes no representation or covenant (express or implied) that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The Municipality's payment obligations hereunder are subject to appropriation, by the Municipality's Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section 6.3 of the Development Agreement, the total amount of principal to be paid shall in no event exceed the lesser of:

- (a) Two Hundred Ninety-Nine Thousand Six Hundred Dollars (\$299,600.00), and
- (b) The sum of all payments made by the Municipality on this MRO during the life of the District but in no event after the Final Payment Date.

When such amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the Municipality shall have no further obligation with respect hereto. Further, as provided in Sections 6.1, 6.3 and 12.1 of the Development Agreement or otherwise, the Municipality's obligations to make payments on this MRO may be suspended or terminated in the event Developer is in Default under any of the terms and conditions of the Development Agreement, provided payments may be resumed when any such Default is timely cured and any payments missed due to an uncured Default also shall be paid from Available Tax Increment upon timely cure of such Default.

**THIS MRO IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE MUNICIPALITY AND IS PAYABLE BY THE MUNICIPALITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS MRO IS NOT A GENERAL OBLIGATION OF THE MUNICIPALITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE MUNICIPALITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST OF THIS MRO. FURTHER, NO PROPERTY OR OTHER ASSET OF THE MUNICIPALITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE MUNICIPALITY'S OBLIGATIONS HEREUNDER.**

This MRO is issued by the Municipality pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

Except as otherwise expressly provided for in the Development Agreement, this MRO may be transferred or assigned, in whole or in part, only upon prior written consent of the Municipality which may be withheld, conditioned or delayed for any reason. Interests in this MRO may not be split, divided or apportioned, except as set forth herein. In order to transfer or assign the MRO, if permitted by the Municipality, the transferee or assignee shall surrender the same to the Municipality either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the Municipality. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the Municipality has caused this MRO to be signed on behalf of the Municipality by its duly qualified and acting Municipality Administrator and Municipality Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

**CITY OF SHEBOYGAN**

By: EXHIBIT  
Name: \_\_\_\_\_

(SEAL)

Attest: EXHIBIT  
Name: \_\_\_\_\_

**Schedule 1**

**Payment Schedule**

Subject to the Municipality’s actual receipt and appropriation of Available Tax Increment and the terms and conditions of the Development Agreement (including, without limitation, the Municipality’s right to modify this payment schedule based upon market conditions and the actual and projected Available Tax Increment generated from the Project and appropriated by the Municipality), the Municipality shall make the following payments on the MRO to Developer:

<u>Payment Date</u>	<u>Payment Amount</u>
October 31, 2027	\$ _____
October 31, 2028	\$ _____
October 31, 2029	\$ _____
October 31, 2030	\$ _____
October 31, 2031	\$ _____
October 31, 2032	\$ _____
October 31, 2033	\$ _____
October 31, 2034	\$ _____
October 31, 2035	\$ _____
October 31, 2036	\$ _____
October 31, 2037	\$ _____
October 31, 2038	\$ _____
October 31, 2039	\$ _____
October 31, 2040	\$ _____
October 31, 2041	\$ _____
October 31, 2042	\$ _____
October 31, 2043	\$ _____
October 31, 2044	\$ _____
October 31, 2045	\$ _____
October 31, 2046	\$ _____
October 31, 2047	\$ _____
October 31, 2048	\$ _____
October 31, 2049	\$ _____
October 31, 2050	\$ _____
October 31, 2051	\$ _____
October 31, 2052	\$ _____
	=====
Total	Up to \$299,600.00

**REGISTRATION PROVISIONS**

This MRO shall be registered in registration records kept by the Clerk of the Municipality of Sheboygan, Sheboygan County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer in form and substance acceptable to the Municipality and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of City Clerk</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EXHIBIT F****Members of Developer****MEMBERS OF DEVELOPER (WITH OWNERSHIP PERCENTAGE):**

- (1) Jacob Buswell (20%),
- (2) Brian Buswell (20%),
- (3) Matthew Buswell (20%),
- (4) Todd Page (20%), and
- (5) Richard Beyer (20%).

**CITY OF SHEBOYGAN  
RESOLUTION 170-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**FEBRUARY 23, 2026.**

A RESOLUTION authorizing the appropriate City officials to submit an application to purchase the Sheboygan Breakwater Lighthouse.

WHEREAS, certain real property owned by the US Coast Guard, located in the City of Sheboygan, County of Sheboygan, State of Wisconsin, has been declared surplus at the discretion of the General Services Administration, and the National Historic Lighthouse Preservation Act (16 U.S.C. § 470w-7) and policies promulgated pursuant thereto, more particularly described as follows:

The Sheboygan Breakwater Lighthouse  
Estimated to sit on a breakwater on the lakebed of Lake Michigan, which occupies  
approximately 2,300 square feet  
GSA Control # 1-U-WI-630

WHEREAS, the City of Sheboygan needs and will use said property in perpetuity for the purposes as set forth in its application and in accordance with the requirements of said Act and any regulations and policies promulgated thereunder.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk shall make application to the National Park Service acting for the Secretary of the Interior for, and secure the transfer to, the above-mentioned property for said use and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the National Park Service and the Federal disposal agency may require in connection with the disposal of said property under said Act and the regulations and policies issued pursuant thereto.

BE IS FURTHER RESOLVED: That the City of Sheboygan has legal authority, and is willing and able, to properly develop, maintain, operate, and assume liability of the property, and that the appropriate City officials are hereby authorized, for and on behalf of the City of Sheboygan to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation or instruments, or other costs identified with the acquisition of said property.

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



**To:** Public Works Committee  
**From:** Casey Bradley, City Administrator  
**Date:** February 18, 2026  
**Subject:** Application for Acquisition of Sheboygan Breakwater Lighthouse

**Background**

The City of Sheboygan has submitted an application to the National Park Service under the National Historic Lighthouse Preservation Act (NHLPA) to acquire the Sheboygan Breakwater Lighthouse at no cost. This lighthouse, located at the north end of Sheboygan Harbor on Lake Michigan, has served as a vital navigational aid since its relocation in 1915. The structure remains an active aid to navigation and is an iconic feature of our waterfront.

**Justification for City Ownership**

- **Historic Preservation:** The lighthouse is a significant maritime resource and cultural landmark. City ownership ensures its preservation in accordance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties.
- **Public Benefit:** The lighthouse will remain in public ownership, integrated into waterfront revitalization plans, and continue to serve as a visual and cultural asset for residents and visitors.
- **Financial & Organizational Capacity:** The City has the expertise and resources to manage long-term stewardship. A preservation plan and maintenance schedule have been developed, and capital repairs estimated at \$495,857 will be funded through grants and internal funding. If adopted, we would incorporate this structure into our capital operation plan through the Facilities Department.
- **Environmental & Regulatory Compliance:** The proposed acquisition poses no adverse environmental impacts and aligns with federal and state requirements.

**Current Status**

The Historic Preservation Commission (HPC) reviewed the application and unanimously recommended approval by the Common Council.

Casey Bradley  
City Administrator

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
www.sheboyganwi.gov



**To:** Public Works Committee  
**From:** Casey Bradley, City Administrator  
**Date:** February 18, 2026  
**Subject:** Application for Acquisition of Sheboygan Breakwater Lighthouse

**Projected Cost Overview to Refurbish**

Item	Estimated Cost
Spalled Concrete Repairs	\$46,434
Cracks in Concrete	\$6,745
Metal Stairs Replacement	\$28,142
Surface Mounted Conduit	\$5,590
Corrosion Mitigation (Steel Tower)	\$249,198
Tower Connection to Concrete	\$118,846
Ladder to Lower Chamber	\$12,984
Doors & Portholes	\$2,447
Roof Hatch	\$4,028
Guardrail at Roof Level	\$21,444
<b>Total Estimated Construction Cost</b>	<b>\$495,857</b>

**Requested Action**

The Public Works Committee is requested to review the application and if in favor of the application, recommend approval of the City’s NHLPA application for acquisition of the Sheboygan Breakwater Lighthouse and forward this recommendation to the Common Council for final approval.

**Casey Bradley**  
**City Administrator**

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
www.sheboyganwi.gov

# NATIONAL HISTORIC LIGHTHOUSE PRESERVATION ACT PROGRAM

MARCH 10th, 2026

APPLICATION FOR ACQUISITION OF THE SHEBOYGAN BREAKWATER LIGHTHOUSE



**APPLICANT:**  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI, 53081

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# 1. Title Page

**Name of applicant organization and representative:**

City of Sheboygan

Casey Bradley, City Administrator

**Physical and mailing address of applicant organization:**

828 Center Avenue  
Sheboygan, WI, 53081

**Daytime telephone number of applicant organization and/or representative:**

920-459-3287  
[casey.bradley@sheboyganwi.gov](mailto:casey.bradley@sheboyganwi.gov)

**Name of historic light station property and GSA Control #:**

Sheboygan Breakwater Lighthouse  
GSA Control # 1-U-WI-630

**Physical address of property:**

Lake Michigan @ Pennsylvania Avenue  
Latitude: 43°44'58.3"N  
Longitude: 87°41'33.8"W

## 2. NHLPA Covenant Agreement

The undersigned City of Sheboygan, hereinafter referred to as the Applicant or Grantee, acting by and through Mayor, City of Sheboygan hereby applies for the conveyance, without monetary consideration, for use for education, park, recreation, cultural or historic preservation purposes, from the United States of America pursuant to the National Historic Lighthouse Preservation Act of 2000 and in accordance with the rules and regulations of the General Services Administration, hereinafter referred to as GSA, the Sheboygan Breakwater Lighthouse.

This property is more fully described in the Application attached hereto and made a part hereof.

Enclosed is a resolution or certification as to the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The undersigned agrees that this application is made subject to the following terms and conditions:

The Applicant(s) understand(s) and agree(s) that the Application is made, and the conveyance of the property shall be accomplished by an instrument, or instruments, in a form satisfactory to the Administrator of the GSA without warranty, express or implied, and shall contain substantially, but may not be limited to, the following reservations, restrictions, and conditions, which may be enforced through a reversionary right in the property reserved to the United States of America. In accordance with 16 U.S.C. § 470w-7 (b)(3)(A), the Administrator will be issuing the quitclaim deed on behalf of the United States.

### I. HISTORIC PRESERVATION and OTHER USES.

- a. Compliance with this Application. This application and its acceptance by the Federal government shall constitute a binding agreement in its entirety between the grantee and the Federal government, which shall remain in effect unless written modifications are agreed upon by both parties.
- b. Limitations on Sale, Conveyance, etc. The grantee shall not sell, convey, assign, exchange, or encumber the historic light station, any part thereof or any associated historic artifact conveyed to the eligible entity in conjunction with the historic light station conveyance, including but not limited to any lens or lanterns, **unless** such sale, conveyance, assignment, exchange or encumbrance is approved by the National Park Service prior to its execution.
- c. Commercial Activities. The grantee may conduct any commercial activities at the historic light station, any part thereof, or in connection with any associated historic artifact conveyed to the eligible entity in conjunction with the historic light station conveyance, in any manner, provided that such commercial activities are approved by the National Park Service.
- d. Reversionary Interest of the United States. The conveyance of a historic light station shall include a condition that the historic light station, or any associated historic artifact conveyed to the grantee in conjunction with the historic light station conveyance, including but not limited to any lens or lanterns, shall at the option of the GSA Administrator, revert to the United States and be placed under the administrative control of the Administrator, if:

1. the historic light station, any part thereof, or any associated historic artifact ceases to be available for education, park, recreation, cultural, or historic preservation purposes for the general public at reasonable times and under reasonable conditions which shall be set forth in the application;
2. the historic light station or any part thereof ceases to be maintained in a manner that ensures its present or future use as a site for a Federal aid to navigation;
3. the historic light station, any part thereof, or any associated historic artifact ceases to be maintained in compliance with the NHLPA, the Secretary of the Interior's "Standards for the Treatment of Historic Properties," 36 CFR part 68, and other applicable laws;
4. the grantee sells, conveys, assigns, exchanges, or encumbers the historic light station, any part thereof, or any associated historic artifact, without approval of the National Park Service;
5. the grantee conducts any commercial activities at the historic light station, any part thereof, or in conjunction with any associated historic artifact, without approval of the National Park Service;
6. or at least 30 days before the reversion, the Administrator of GSA provides written notice to the owner that the historic light station or any part thereof is needed for national security purposes.

*See 16 U.S.C. § 470w-7(c)(3).*

## **II. COMPLIANCE**

- a. The Government and any representative it may so delegate, shall have the right of entry upon the premises at any time to conduct periodic inspection to ensure compliance with the terms and conditions of the conveyance. The failure of any agency of the United States to exercise any right, term, covenant, condition or remedy granted under either this instrument or a deed of conveyance from the United States for a historic light station shall not be deemed to be a waiver of the same or any other term, covenant, condition, right or remedy. No term, covenant, condition, right or remedy shall be deemed to have been waived by the United States unless such waiver is in writing executed by a duly authorized representative of the United States.
- b. Beginning no later than two years from the date of conveyance, the Grantee shall prepare reports describing the preservation, management and use of the historic light station, and provide financial statements from its operation. The time frames and specific materials requested will be determined by the National Park Service region in which the light station is located working in conjunction with the State Historic Preservation Officer. The National Park Service will contact the Grantee no later than three months prior to any report being due with specific requirements.

## **III. FEDERAL AIDS TO NAVIGATION**

a. The United States will continue to own, operate and maintain, and have the right to install, remove, relocate, or replace, any “Federal aid to navigation,” upon any property conveyed under the NHLPA. A Federal aid to navigation is defined as any device, operated and maintained by the United States, external to a vessel or aircraft, intended to assist a navigator to determine position or safe course, or to warn of dangers or obstructions to navigation, and shall include, but not be limited to, a light, lens, lantern, antenna, sound signal, camera, sensor, electronic navigation equipment, power source, or other associated equipment.

b. The United States Coast Guard (USCG) is the Federal agency responsible for operating and maintaining any Federal aid to navigation located upon the property. The eligible entity to which the property is conveyed shall not interfere, or allow interference in any manner, with any Federal aid to navigation, nor hinder activities required for the operation and maintenance of any Federal aid to navigation without the express written permission of the USCG.

c. In those instances in which a Federal aid to navigation remains upon the property conveyed, the United States has the right to reserve:

1. Easements for the operation and maintenance of such aid to navigation, including but not limited to, an easement for the arc of visibility if a lighted aid to navigation or an easement to produce sound of a fog horn or other sound based aid to navigation;
2. Unrestricted easements for access upon, through, over, and across the property at any time, including but not limited to the right of ingress and egress in, to, and through the interior of the lighthouse structure; and
3. Easements for utility, power, and communication lines.

d. The United States shall have the right, at any time, to enter the historic light station conveyed under this section without notice, for purposes of operating, maintaining, and inspecting any aid to navigation and for the purpose of ensuring compliance with 16 U.S.C. § 470w-7(c) to the extent that it is not possible to provide advance notice.

e. The United States shall retain a reversionary interest (*i.e.*, title to the property conveyed would revert to the United States) and may exercise said interest in the event the property or any part thereof ceases to be maintained in a manner that ensures its present or future use as a site for a Federal aid to navigation.

#### **IV. GENERAL TERMS AND CONDITIONS**

a. This application and its acceptance shall constitute the entire agreement between the grantee and the United States of America, unless modified and approved in writing by both parties. This agreement becomes legally binding once the quitclaim deed or other instrument of conveyance for the property is executed or delivered by the United States.

b. The description of the property set forth herein is believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the agreement resulting from the acceptance of this application.

c. If any portion of the property is situated on bottomlands, the United States will convey only an interest in the structure described in the published Notice of Availability. No submerged lands shall be conveyed by the transfer of ownership of the light pursuant to Section (d)(4) of the National Historic Lighthouse Preservation Act. Bottomlands are held by the state where the property is located. It is incumbent upon the selected recipient to secure the necessary rights to the bottomland from the state.

d. If an application for the conveyance of a historic light station is approved, then, the Property will be conveyed without consideration via a quitclaim deed "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, character, condition, size or kind, or that the property is in condition or fit to be used for the purpose intended. No claim for any adjustment upon such grounds will be considered after this application has been accepted.

e. The grantee shall save, hold harmless, defend, and indemnify the United States, its employees, agents, and representatives from any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that arises from the grantee's or the grantee's employee's, agent's, or representative's use or occupancy of the property and/or the grantee's failure to comply with the terms and conditions of the conveyance.

f. The grantee shall obtain the required authorization from the U.S. Army Corps of Engineers District office having the jurisdictional responsibility for access and utilization of lighthouse structures located on U.S. Army Corps of Engineers navigation structures (i.e. breakwalls, jetties, piers, etc).

g. The grantee shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be recorded at the grantee's expense within 30 days of their receipt in the manner prescribed by local recording statutes.

h. The grantee shall provide the General Services Administration with a certified copy of the instrument of conveyance within 30 days of the date of recordation which indicates the date, location, and book and page number of its recording.

i. The grantee further covenants and agrees for itself, its successors, and assigns, to comply with the provisions of the Federal Disaster Protection Act of 1973 (87 Stat. 975); Executive Order 11988, relating to the evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990, relating to the protection of wetlands, where and to the extent said Act and Orders are applicable to the property herein conveyed, and the approved Applicant shall be subject to any use restrictions issued under said Act and Orders.

j. In support of eligibility to acquire the property under NHLPA, grantee submits the "Master Plan" for the historic light station as part of the application attached hereto. The "Master Plan" may be amended from time to time at the request of either the grantee or the Federal government, with the written concurrence of the other party. Such amendments will be added to, and become a part of, the original "Master Plan." As part of the review of any amendments, the Federal government is required to comply with Section 106 of the National Historic Preservation Act, as amended, and the National Environmental Policy Act, as amended. The Applicant further agrees

that it will furnish such data, maps, reports, and information as may be requested by the Federal government to comply with these, and any other, laws as required.

k. The grantee further covenants and agrees for itself, its successors and assigns, to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the property requested in this application, including, but not limited to:

1. All requirements imposed by or pursuant to the regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;
3. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;
5. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151), which requires facilities located on the property to be accessible to the physically handicapped; and
6. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

l. The grantee shall, within three months of the date of the recording of the instrument of conveyance, erect and forever maintain a conspicuous sign or signs near the principal point or points of access to the property that states: “The United States of America donated this property to the *name of grantee* for preservation and public use through the National Historic Lighthouse Preservation Act. This program is administered by the National Park Service.”

m. The grantee agrees that all income from the property shall be used for preservation and maintenance of the property according to the grantee’s Master Plan. While a reasonable amount of excess income may be carried forward from year to year to meet preservation and maintenance costs, all other excess income must be used for historic preservation, educational, or recreational purposes enunciated in the transfer agreement.

## V. REVERSION

a. Title to the property transferred shall revert to the United States of America at its option for non-compliance with any of the terms and conditions of the conveyance. In the event that there is a breach of any of the conditions and covenants herein contained by the grantee, its successors and assigns, whether caused by legal or other inability of the grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the United States at its option. The United States, in addition to all other remedies for such breach, shall have the right of entry upon

said premises, and the approved Applicant, its successor and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.

b. The grantee, by its acceptance of the deed, covenants and agrees for itself, and its successors and assigns, that in the event the United States exercises its power to terminate the grantee’s estate in the property then the approved Applicant shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the GSA in its Federal Property Management Regulations in effect at the time of the reversion. Prior to any such reversion, the grantee further agrees to complete and submit to the United States an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, compensation, and Liability Act of 1980, as amended [42 U.S.C. § 9601(14)].

March 10, 2026 \_\_\_\_\_ Date

Signature

\_\_\_\_\_

Ryan Sorenson \_\_\_\_\_ Name - Printed

\_\_\_\_\_ Mayor, City of Sheboygan

City of Sheboygan

828 Center Avenue

Sheboygan, WI, 53081 \_\_\_\_\_ Address of Applicant

**ACCEPTANCE BY THE GOVERNMENT**

Accepted by and on behalf of the United States of America this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GENERAL SERVICES ADMINISTRATION

By: \_\_\_\_\_ Signature

\_\_\_\_\_  
Name - printed

\_\_\_\_\_  
Title

### 3. Executive Summary

The City of Sheboygan seeks to preserve and steward the Sheboygan Breakwater Lighthouse as a protected historic resource while ensuring its long-term structural stability, public benefit, and continued contribution to the cultural and maritime heritage of the Lake Michigan region. The City of Sheboygan seeks ownership under the National Historic Lighthouse Preservation Act to provide responsible, preservation-focused management that safeguards the lighthouse for future generations.

The intended use of the Sheboygan Breakwater Lighthouse will remain consistent with its historic function and character. The structure will be preserved as a historic aid to navigation and an iconic landmark. The City of Sheboygan intends to maintain the lighthouse in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, ensuring that all preservation, stabilization, and rehabilitation efforts prioritize historical integrity, durability in a harsh marine environment, and public safety. Any future improvements will be carefully planned to address deferred maintenance, structural needs, and life-safety considerations without compromising historic character. The future use of the Sheboygan Breakwater Lighthouse will focus on long-term preservation and public benefits without interior public visitation.

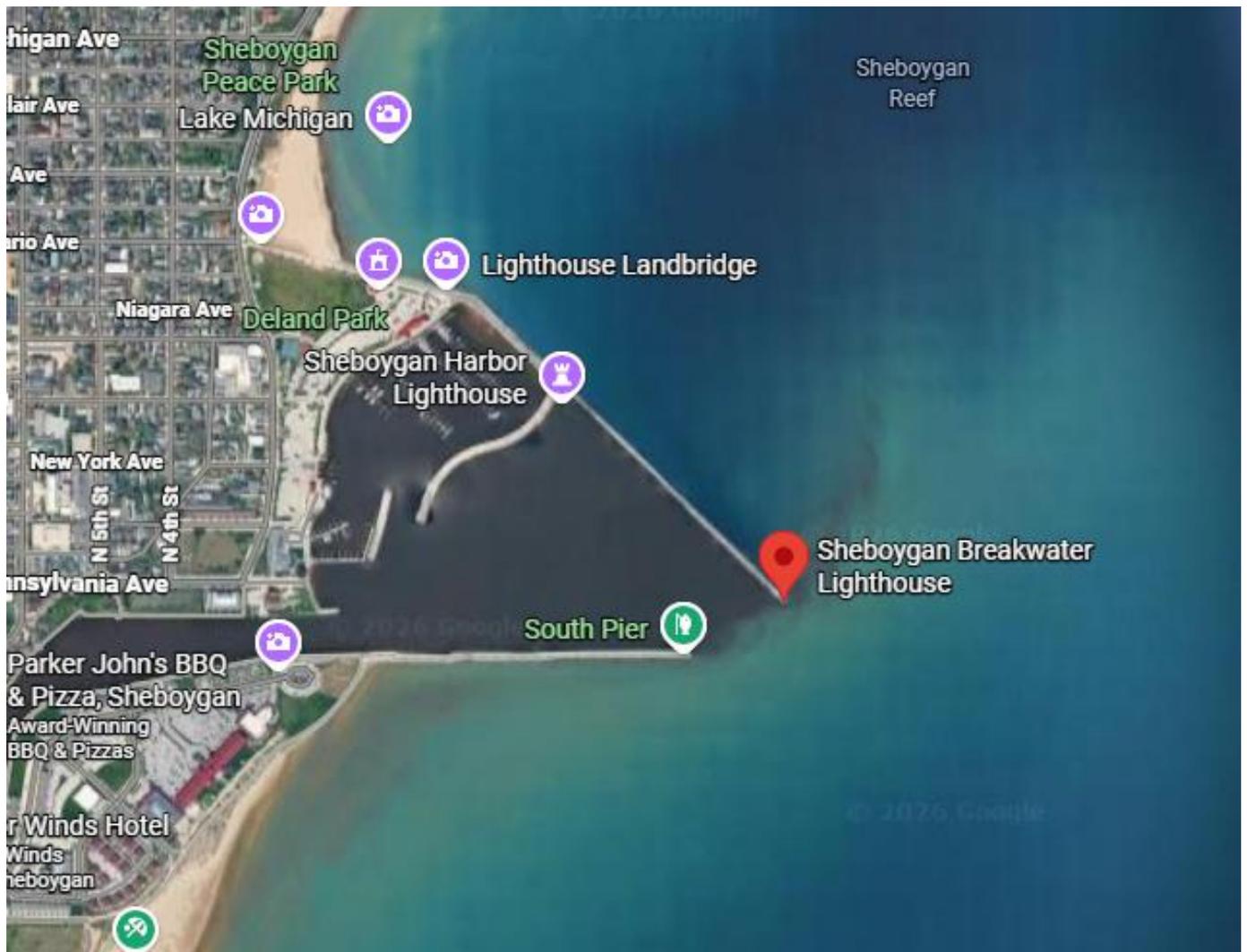
The City of Sheboygan is well-qualified to be the recipient of the Sheboygan Breakwater Lighthouse due to its demonstrated commitment to historic preservation, financial and organizational capacity, and alignment with the public-benefit intent of the NHLPA. The City brings experience in managing public assets, planning for long-term capital needs, and coordinating professional expertise necessary for the preservation of historic landmarks. Importantly, the City of Sheboygan is resolutely committed to retaining the lighthouse in public ownership, ensuring continued public benefit, and preventing neglect, inappropriate alteration, or privatization that would diminish the site's historic value.

By transferring ownership to the City of Sheboygan, the National Park Service can be confident that the Sheboygan Breakwater Lighthouse will be preserved and maintained by a municipal entity dedicated to its protection and public significance. This project directly advances the goals of the National Historic Lighthouse Preservation Act by ensuring the lighthouse's long-term preservation, continued contribution to maritime heritage, and availability as a cultural resource for the community, the region, and the nation.

## 4. Property Description

### Location and Setting

The Sheboygan Breakwater Lighthouse serves as a navigational aid for Sheboygan Harbor on Lake Michigan and the mouth of the Sheboygan River. The structure was relocated to its current position in 1915 following the extension of the north breakwater. The lighthouse consists of a steel tower mounted on a poured-in-place concrete breakwater. The original lightroom was removed in the mid-twentieth century. The structure currently supports a foghorn, a NOAA weather station, and a flashing white light marking the terminus of the breakwater.



*Satellite image of the Sheboygan Breakwater Light. Photo courtesy of Google Maps.*

## Historic Context

The Sheboygan Breakwater Lighthouse is an integral component of the maritime and industrial history of Sheboygan, Wisconsin, and the broader Great Lakes navigation system. Since the mid-nineteenth century, Sheboygan has functioned as a critical port on Lake Michigan, supporting commercial shipping, shipbuilding, fishing, and later, recreational boating. As harbor activity increased and vessel sizes grew, the need for reliable navigational aids became essential to ensure safe passage into the harbor and up the Sheboygan River. Federal investment in harbor infrastructure, including piers, breakwaters, and navigational lighting reflected the strategic importance of Sheboygan as a regional transportation and economic hub.



*Historic image of the Sheboygan Breakwater Light with lantern intact. Photo courtesy of the U.S. Coast Guard.*

The lighthouse was relocated to its current position in 1915, coinciding with the extension of the north breakwater, a period marked by significant improvements to Great Lakes harbors under the direction of the U.S. Lighthouse Service and the U.S. Army Corps of Engineers. This relocation reflects broader early twentieth-century federal efforts to modernize navigational infrastructure in response to increased commercial traffic, industrial expansion, and evolving maritime technology. The steel tower construction,

mounted directly atop a poured concrete breakwater, exemplifies the utilitarian lighthouse design of the era. These designs prioritized durability, functionality, and resistance to harsh marine conditions over ornamentation.

Over time, the Sheboygan Breakwater Lighthouse adapted to changing navigational technologies while continuing to serve its core purpose. The removal of the original lightroom in the mid-twentieth century corresponds with nationwide transitions in lighthouse operations, including automation, standardization of lighting systems, and reduced on-site staffing. Despite these changes, the lighthouse has remained an active aid to navigation, housing a foghorn, a NOAA weather station, and a flashing white light marking the end of the breakwater. This continued operational role underscores the structure's functional continuity and reinforces its significance as a living component of the Great Lakes navigation network rather than a purely commemorative artifact.

Today, the Sheboygan Breakwater Lighthouse stands as a tangible representation of federal maritime policy, early twentieth-century engineering practices, and the enduring relationship between the City of Sheboygan and Lake Michigan. Preservation of the lighthouse under public ownership ensures that this legacy remains visible and accessible, allowing the structure to continue illustrating its historical role within the evolving story of Great Lakes maritime infrastructure.

## Physical Description

The Sheboygan Breakwater Lighthouse is a utilitarian steel lighthouse tower mounted on a poured-in-place concrete breakwater at the north end of Sheboygan Harbor on Lake Michigan. The structure functions as an active navigational aid and is exposed year-round to harsh marine conditions, including wave action, ice loading, freeze–thaw cycles, and wind-driven moisture. The lighthouse is physically integrated into the harbor's breakwater system and is accessible only via the concrete breakwater, which also serves as the structural base for the tower.

The lighthouse tower itself is a riveted steel plate structure, with overlapping steel plates forming the exterior shell. Supplemental steel framing is present at vertical plate joints and at interior floor levels. The tower contains multiple interior levels accessed by ladders and ship's ladders, reflecting its original functional design rather than public occupancy. A lower chamber beneath the ground floor is accessed through a hatch and ladder; this chamber is partially flooded due to a pipe connection below the lake waterline, and its original purpose is undocumented. The original lantern and lightroom were removed in the mid-twentieth century, leaving the roof/light level open and adapted to modern navigational equipment. The breakwater consists of four primary poured concrete segments, with an additional concrete segment constructed to support the lighthouse tower. The total concrete footprint associated with the tower measures approximately 2,300 square feet.

## Current Conditions

Existing conditions at the Sheboygan Breakwater Lighthouse have been documented through visual observations and a detailed structural assessment completed in September 2025. This documentation provides a baseline understanding of the lighthouse's physical condition and informs prioritization of preservation and stabilization efforts.

### Exterior

The exterior of the lighthouse is generally in fair condition but exhibits deterioration consistent with prolonged exposure to Lake Michigan's harsh marine environment. Areas of spalled and cracked concrete are present along the breakwater and tower base, particularly at interfaces between structural elements. Corrosion of exposed steel components, including the steel tower, connections, and guardrails, is evident where protective coatings have failed. While the primary structural systems remain intact, deterioration of materials and protective finishes poses an ongoing risk to long-term performance if left unaddressed.

### Interior

Interior conditions range from fair to poor and are primarily affected by moisture infiltration, corrosion, and the loss or modification of original materials over time. Paint failure and exposed metal surfaces have contributed to localized corrosion, particularly at stair components, ladders, and tower connections. Evidence of water intrusion is present around openings, hatches, and penetrations through the tower wall, resulting in staining, material degradation, and accelerated corrosion. Despite these conditions, the concrete structural elements and primary load-bearing components remain largely sound.

### General Assessment

Overall, the Sheboygan Breakwater Lighthouse is structurally stable but exhibits widespread material deterioration driven by moisture exposure, corrosion, and aging infrastructure. The most significant preservation needs relate to steel corrosion mitigation, concrete repair, and improved protection at critical connections and openings. Addressing these issues in a timely manner will be essential to prevent further material loss and to ensure the long-term preservation of the lighthouse in accordance with the Secretary of the Interior's Standards.

## 5. Master Plan for the Historic Light Station

### A. Preservation & Maintenance Plan

#### Preservation Plan

The City of Sheboygan is committed to preserving the Sheboygan Breakwater Lighthouse as a historic navigational structure and public asset in accordance with the National Historic Lighthouse Preservation Act and the Secretary of the Interior's Standards for the Treatment of Historic Properties. The preservation approach prioritizes retention of historic materials, protection of character-defining features, and continued functionality within the challenging marine environment of Lake Michigan.

The Sheboygan Breakwater Lighthouse will be integrated into the City of Sheboygan's historic preservation process as a significant maritime resource that complements the City's broader efforts to identify, protect, and interpret historic properties. Although the lighthouse is physically offshore and not accessible to the public, it falls under the guidance of the City's Historic Preservation Commission through review, documentation, and preservation planning. This integration ensures that any preservation actions align with local ordinances, adhere to the Secretary of the Interior's Standards, and are coordinated with other historic resources within the community. By incorporating the lighthouse into the city's preservation process, Sheboygan reinforces its commitment to safeguarding cultural and architectural heritage. Ellise Rose is the City of Sheboygan's Zoning Administrator and staff representative on the Historic Preservation Commission.

The City of Sheboygan Historic Preservation Commission was established under the City's zoning code to advocate for and safeguard historic sites, cultural heritage, and the aesthetic character of the community.

Current Members of the Historic Preservation Commission the current members include:

- Alderperson Susie Boorse
- Fern Lomibao
- Travis Gross
- Peter Mayer
- Wendy Schobert
- Sarah Stemper

These members serve three-year terms, contribute professional perspectives (e.g., architecture, real estate), and together help implement local preservation policy.

## Maintenance Plan

The City of Sheboygan is committed to the ongoing maintenance and preservation of the Sheboygan Breakwater Lighthouse to ensure its long-term structural integrity, continued function as a navigational aid, and protection of its historic character. Maintenance activities will be guided by the findings and recommendations of the Structural Assessment prepared by Concord Group and ZS Architectural Engineering (September 8, 2025) and will be implemented in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

### *Capital Repairs and Phasing*

More substantial repairs will be addressed through a phased capital approach informed by the ZS report and associated cost estimates. Identified repair categories include steel tower corrosion mitigation, improvements to the tower's connection to the concrete breakwater, selective concrete repairs, replacement or modification of unsafe ladders and stairs, and installation of safety features required for maintenance access. Capital work will be prioritized based on structural necessity, safety, and preservation impact, with professional engineering oversight provided as required.

### *Documentation and Monitoring*

All inspections, maintenance activities, and repairs will be documented and retained as part of the City's asset management and preservation records. This documentation will support ongoing planning, future grant applications, and coordination with preservation agencies.

### *Routine Maintenance*

The City will conduct routine maintenance of the lighthouse tower and concrete breakwater to monitor existing conditions and identify emerging issues. The routine maintenance schedule is identified below. The City of Sheboygan Facilities Department will take on the majority of the routine maintenance outlined in the table below. All maintenance tasks including those noted below will be performed weather permitting; in heavy storm and ice events, the structure is not accessible.

Routine Maintenance Schedule		
Task	Description	Responsible Party
Daily Tasks (continuous)		
Weather Monitoring	Monitor weather conditions and secure property as needed in advance of extreme weather events.	Facilities Department
Weekly Tasks		
Basic Inspection	Visually assess the entire site (interior and exterior) for damage or irregularities.	Facilities Department
Safety Check	Inspect railings, ladders, and staircases for stability and safety, ensure all entrance and egress routes are clear and that safety signage is visible.	Facilities Department
Exterior Clean-up	Remove trash and debris from the site.	Facilities Department
Walkway and Handrail Inspection	Inspect walkways, stairs, ladders and handrails for signs of wear, rust, or instability.	Facilities Department
Pest Control Check	Inspect the property for signs of damage or infestation from pests (rodents, insects, birds).	Facilities Department
Monthly Tasks		
Exterior Surface Inspection	Check for peeling paint, rust, cracks, or damage to masonry, metal, and wood. Perform minor touch-ups.	Facilities Department
Leak and Moisture Check	Inspect interior spaces for leaks or moisture accumulation and address any issues promptly.	Facilities Department
Drainage System Inspection	Inspect gutters and drains to ensure they are clear and diverting water away from the structure.	Facilities Department
Annual Tasks		
Exterior Repainting	Repaint metal, wood, and masonry surfaces to protect against weathering and corrosion.	Painting contractor
Historical Preservation Review	Ensure compliance with preservation standards and update procedures as needed.	Zoning Administrator-Ellise Rose
Recordkeeping and Reporting	Documentation of all maintenance activities will be tracked in CMMS software.	Facilities Department

## B. Use Plan

The Sheboygan Breakwater Lighthouse is an established and recognizable feature of the City of Sheboygan's lakefront and harbor, and it is regularly incorporated into public and educational programming associated with broader waterfront activities. Seasonal events such as the annual Lakefront Open Houses, coordinated by local harbor and maritime organizations, provide opportunities for the public to experience the harbor environment and view the lighthouse from the water. The lighthouse is visible on the onshore webcam that is available for the public to view on the Visit Sheboygan website. Sailing programs operated by organizations such as the Sheboygan Youth Sailing Center routinely utilize the harbor and breakwater area, making the lighthouse a visible and interpretive backdrop for maritime education, youth programming, and community engagement. The City plans to expand upon these uses moving forward under City stewardship as the lighthouse continues to be an integral part of the Sheboygan community and local events.

The Sheboygan Waterfront and Marina Master Plan (shown in appendix E) establishes a comprehensive, framework for revitalizing the lakefront while enhancing public access, education, and long-term stewardship of the waterfront area, including the breakwater, lighthouse, marina and the surrounding area. The plan integrates broader waterfront improvements, including marina upgrades, shoreline and pier enhancements, public promenades, and new educational and interpretive facilities designed to convey the historical, cultural, and navigational significance of the Sheboygan waterfront area.

The lighthouse will maintain its current community use and be integrated into the programming and improvements of the upcoming master plan work in the waterfront area. The lighthouse will continue to be an iconic cultural landmark with access to the breakwater for public viewing of the lighthouse. The planned uses of each section of the lighthouse are outlined in the table below.

Level	Original / Historic Use	Current / Existing Condition	Anticipated Reuse
Breakwater / Dock Level	Navigational infrastructure and access to the lighthouse tower	Poured concrete breakwater with embedded ladders, boat tie anchors, and metal stairs; subject to spalling, cracking, freeze/thaw exposure	Maintained as navigational infrastructure and controlled access route to lighthouse; no change to historic function
Level 1 (Ground Floor / Entry Level)	Equipment access and internal circulation	Steel tower ground floor with exterior door (non-functional), access hatch to lower chamber, batteries and equipment present	Equipment housing and limited maintenance access

Lower Chamber (Below Grade)	Unknown / utility-related (historic purpose unclear)	Partially flooded chamber connected to lake via submerged pipe; accessed by unsafe ladder	No anticipated reuse; to remain non-public
Level 2 (Intermediate Interior Level)	Service and operational space associated with light and fog signal	Interior steel level accessed by ladder; corrosion present; limited headroom	Continued service and maintenance space; no programmed public use
Level 3 (Upper Interior / Roof-Light Level Access)	Light apparatus level (historically); now supports navigational equipment	Roof/light level accessed by ship's ladder; guardrails non-compliant; active navigational equipment present	Continued housing of navigational equipment (light, foghorn, NOAA station)

## *Organizational Experience and Preparedness*

The City of Sheboygan brings demonstrated expertise in historic preservation, facilities maintenance, and public engagement that underpins its capacity to steward significant heritage resources like the Sheboygan Breakwater Lighthouse. This leadership includes Taylor Zeinert, Director of Planning & Development, who guides preservation policy and cross-departmental coordination; Ellise Rose, Zoning Administrator and Historic Preservation Commission staff representative; and the volunteer members of the Historic Preservation Commission who contribute professional perspectives in architecture, real estate, and community representation to preservation review and advocacy.

The City of Sheboygan's experience with historic renovation is demonstrated in the successful historic renovation of the Sheboygan City Hall, located at 828 Center Avenue in Sheboygan. The historic building underwent a comprehensive \$10.5 million renovation and expansion from 2018 to 2019 to preserve and modernize the 1916–17 Neoclassical civic landmark. Led by the City of Sheboygan and approved by the Common Council, the project addressed aging building systems, accessibility deficiencies, and space limitations while retaining significant historic features such as the grand staircase and Council Chambers. The Sheboygan Historic Preservation Commission played a formal review and oversight role, ensuring that exterior alterations, material selections, and design interventions met local preservation standards and respected the building's historic character. The renovation included a three-story glass entry addition, upgraded mechanical and life-safety systems, reconfigured office layouts, and improved public access, culminating in a public reopening in September 2019.

The City of Sheboygan's leadership demonstrates a strong commitment to historic preservation, facilities stewardship, and community engagement through strategic direction and administrative capacity. Together with the Historic Preservation Commission and staff, this leadership team has guided successful heritage projects such as the sensitive renovation of the historic Sheboygan City Hall. The City has also advanced outreach efforts that connect residents and stakeholders with Sheboygan's historic character, ensuring that preservation remains a visible and valued component of community life. A full organizational chart is provided in appendix C. Key City leaders that will be integral to the lighthouse project are:

*Mayor*, Ryan Sorenson, as the City's chief elected official, provides executive leadership and serves as a visible advocate for community priorities, including support for the lighthouse specifically, preservation-oriented initiatives broadly and partnerships that enhance Sheboygan's cultural resources.

*City Administrator*, Casey Bradley, oversees day-to-day operations and ensures coordinated implementation of municipal programs, including facility maintenance and long-range planning, fostering professional stewardship of public assets.

## C. Financial Plan

The City of Sheboygan has the financial capacity and institutional experience necessary to support the long-term stewardship of the Sheboygan Breakwater Lighthouse. Financial planning for the lighthouse is informed by the conceptual cost estimates prepared by The Concord Group in conjunction with the ZS Structural Assessment, which provides a budgetary framework for anticipated repair and maintenance needs.

### *Funding Sources*

Initial maintenance and preservation activities will be supported through a combination of grants and other external funding sources. The City intends to actively pursue preservation grants, state and federal funding opportunities, and other public-sector resources available for historic maritime structures. Grant opportunities associated with historic preservation, coastal management, and infrastructure resilience will be evaluated on an ongoing basis. A list of potential grant opportunities is provided within the Marina masterplan, shown in Appendix E.

### *Capital Cost Planning*

The structural assessment identified approximately \$495,000 in estimated construction costs for prioritized repairs. These costs will be refined as projects advance through design and bidding. The City plans to fund these repairs with grants and other external funding sources.

### *Operating and Maintenance Costs*

Routine inspection and preventive maintenance activities are expected to represent a modest annual operating cost relative to the City's overall facilities portfolio. These costs will be absorbed within existing departmental budgets or incorporated into annual operating plans as needed. No permanent on-site staffing is anticipated for the lighthouse.

### *Financial Oversight and Controls*

All expenditures related to the lighthouse will be subject to the City's established financial controls, procurement policies, and audit procedures. Capital projects will be competitively bid in accordance with municipal and state requirements, and professional services will be procured using standard qualification-based selection processes where applicable.

### *Projected Construction / Capital Expenses*

The cost estimate for the improvements to the lighthouse are provided below. This estimate focuses on preservation-critical work, including concrete repair, corrosion mitigation of the steel tower, and improvements to key structural connections, which together represent the majority of projected costs. Several items are noted as not applicable or included within larger scopes, reflecting efficiencies in repair sequencing. The total estimated construction cost of \$495,857 provides a planning-level basis for prioritizing stabilization and long-term preservation of the lighthouse.

Item No.	Condition / Scope Item	Estimated Cost
1	Spalled Concrete	\$46,434
2	Cracks in Concrete	\$6,745
3	Joint Between Eastern Breakwater Segment & Tower Segment	N/A
4	Metal Stairs	\$28,142
5	Surface Mounted Conduit	\$5,590
6	Corrosion of Steel Tower	\$249,198
7	Tower Connection to Concrete	\$118,846
8	Ladder to Lower Chamber	\$12,984
9	Doors & Portholes Through Tower Wall	\$2,447
10	Holes in Tower Wall	Included with Item #6
11	Roof / Light Level Hatch	\$4,028
12	Guardrail at Roof / Light Level	\$21,444
13	Unprotected Floor & Roof Openings	N/A
14	Equipment Mounted Within Tower	N/A
	<b>Total Estimated Construction Costs</b>	<b>\$495,857</b>

## D. Management Plan

### *Organizational Structure*

The City of Sheboygan will assume ownership and long-term stewardship of the Sheboygan Breakwater Lighthouse. The City is legally authorized to acquire, manage, and preserve public assets and historic properties for the benefit of the public. Management of the lighthouse will be integrated into the City's existing organizational and administrative framework, ensuring continuity, accountability, and compliance with applicable local, state, and federal regulations.

### *Governance*

Overall governance responsibility for the Sheboygan Breakwater Lighthouse will reside with the City of Sheboygan Common Council, which establishes policy direction, authorizes expenditures, and provides oversight of City-owned assets. Day-to-day management responsibilities will be delegated to appropriate City departments and professional staff in accordance with established municipal procedures. A further breakdown of anticipated responsibilities by department is provided below. The City of Sheboygan organizational chart shows the City's structure and is provided in Appendix C.

The City Administrator, or designee, will coordinate interdepartmental efforts related to lighthouse management, including maintenance planning, capital improvements, risk management, and coordination with external agencies such as the U.S. Coast Guard, Corps of Engineers, and WI DNR.

### *Responsibilities*

Management of the lighthouse will involve coordination among multiple City departments, including:

- *Facilities Department:* Responsible for routine inspection, maintenance coordination, and oversight of contracted repair work related to the lighthouse structure and breakwater, consistent with engineering recommendations and safety requirements.
- *Planning and Development Department:* Provides guidance on historic preservation compliance, coordination with state and federal preservation agencies, and integration of the lighthouse into broader waterfront and heritage planning initiatives.
- *Finance Department:* Oversees budgeting, financial tracking, grant administration, and long-term capital planning associated with the lighthouse, including future preservation funding strategies.
- *Legal Department:* Ensure compliance with liability, insurance, and regulatory requirements, including public access limitations and occupational safety standards.

### *Advisory and Support functions*

The City intends to establish an advisory working group, to support the initial construction project scope to preserve the lighthouse. Such a group may include City staff, preservation professionals, community representatives, and subject-matter experts. This working group would be dissolved after the initial construction process has been completed. At which time the operations and capital needs of the lighthouse will be integrated into the standard City of Sheboygan facilities operations framework.

### *Operations*

Lighthouse-related matters will be addressed through existing City administrative processes, including staff coordination meetings and presentations to the Common Council or relevant committees as needed. Capital projects, major repairs, and policy decisions will be reviewed and approved through established municipal procedures, ensuring transparency and public accountability.

### *Long-term Stewardship*

The City of Sheboygan is committed to maintaining the Sheboygan Breakwater Lighthouse in public ownership and ensuring its long-term preservation as a historic navigational structure. Management decisions will prioritize structural integrity, public safety, and historic character while recognizing the operational constraints associated with a breakwater-mounted lighthouse in an active harbor environment.

## 6. Resolution/Certification of Authority to Acquire Property

Whereas, certain real property owned by the US Coast Guard, located in the City of Sheboygan, County of Sheboygan, State of Wisconsin, has been declared surplus at the discretion of the General Services Administration, and the National Historic Lighthouse Preservation Act (16 U.S.C. § 470w-7) and policies promulgated pursuant thereto, more particularly described as follows:

The Sheboygan Breakwater Lighthouse

Estimated to sit on a breakwater on the lakebed of Lake Michigan, which occupies approximately 2,300 square feet

GSA Control # 1-U-WI-630

Whereas, City of Sheboygan needs and will use said property in perpetuity for the purposes as set forth in its application and in accordance with the requirements of said Act and any regulations and policies promulgated there under;

Now, Therefore, Be It Resolved, that City of Sheboygan shall make application to the National Park Service acting for the Secretary of the Interior for, and secure the transfer to, the above-mentioned property for said use and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the National Park Service and the Federal disposal agency may require in connection with the disposal of said property under said Act and the regulations and policies issued pursuant thereto.

Be It Further Resolved that City of Sheboygan has legal authority, and is willing and able, to properly develop, maintain, operate, and assume liability of the property, and that Ryan Sorenson is hereby authorized, for and on behalf of the City of Sheboygan to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation or instruments, or other costs identified with the acquisition of said property.

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081

I, Ryan Sorenson, hereby certify that I am the Mayor of the City of Sheboygan; and that the foregoing resolution is a true and correct copy of the resolution adopted by unanimous written consent of the members of the City Council of the City of Sheboygan, on the 2nd day of March, 2026, at which a quorum was present.

Ryan Sorenson,  
Mayor, City of Sheboygan

## 7. Environmental Analysis of Probable Impacts

### *Description of affected property in terms of its current and proposed use:*

The Sheboygan Breakwater Lighthouse is a breakwater-mounted lighthouse located at the north end of Sheboygan Harbor on Lake Michigan, marking the harbor entrance and the mouth of the Sheboygan River. The lighthouse consists of a steel tower mounted directly on a poured-in-place concrete breakwater. The structure currently functions as an active aid to navigation and houses a foghorn, NOAA weather station, and flashing white light. The proposed use of the property is continued preservation and maintenance of the lighthouse as a historic navigational structure under public ownership, with any future public access limited and subject to safety and preservation considerations.

### *Description of the surrounding area:*

The lighthouse is located within Sheboygan Harbor and is physically integrated into the harbor's breakwater system. The surrounding area consists of Lake Michigan waters, the harbor channel, and adjacent breakwater segments. The nearest upland areas include public waterfront and harbor facilities within the City of Sheboygan. There is no immediate surrounding land use directly adjacent to the lighthouse structure itself.

### *Floodplain considerations:*

The Sheboygan Breakwater Lighthouse is located within Lake Michigan waters and is subject to fluctuating lake levels, wave action, ice loading, and storm events. The structure was originally designed to accommodate these conditions and will continue to function within an active aquatic environment.

### *Wetland Impacts:*

The lighthouse is located on an existing concrete breakwater within Lake Michigan. The project does not propose new in-water construction or disturbance of wetlands. Continued ownership and preservation of the lighthouse are not anticipated to result in wetland impacts.

### *Federal or State-listed endangered species:*

Preservation, maintenance, and stewardship of the Sheboygan Breakwater Lighthouse are not anticipated to adversely affect any federal or state-listed endangered or threatened species. No habitat disturbance or expansion of the existing structure is proposed.

### *Coastal zone impacts:*

The State of Wisconsin has a coastal management program; however, the proposed acquisition and continued preservation of the lighthouse do not involve new development or changes to the shoreline or lakebed. As such, no adverse coastal zone impacts are anticipated.

*Visitor impact:*

Access to the Sheboygan Breakwater Lighthouse is limited to the concrete breakwater and is subject to weather, lake conditions, and safety constraints. Public access to the interior of the lighthouse is currently restricted due to safety and code considerations. There is no currently planned public access to the lighthouse structure, any future visitor access would be limited in scale and carefully managed to ensure public safety and protection of the historic structure.

*Water / sewage:*

The lighthouse is not currently served by municipal water or sanitary sewer. There are no active plumbing systems within the structure. No installation of water or sewer infrastructure is proposed as part of the acquisition.

*Hazardous materials:*

The intended use of the lighthouse for navigational purposes will not involve the use, storage, or release of hazardous materials.

*Archeological impacts:*

There are no known archaeological resources associated with the lighthouse or the concrete breakwater on which it is located.

*Nuisance:*

The intended use of the lighthouse will not require or violate any local, state or federal nuisance laws.

*Land, air or water pollution impacts:*

The intended use of the lighthouse will not violate any local, state or federal laws pertaining to land, air or water use.

**Name of preparer:** Kathleen Ellis

**Qualifications of preparer:** Project Manager, Concord Group.

**Contact information of preparer:**

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Suite 1500  
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Office: 414-225-5305  
kellis@concord-cc.org

## **8. Appendices**

### **Appendix A: Application Cover Letter**

December 29, 2025

City Hall  
828 Center Ave.  
Sheboygan, WI. 53081  
Attn: Ryan Sorenson

Dear Mayor Sorenson:

In response to your recent expression of interest, the General Services Administration recently qualified your organization's eligibility to apply for the acquisition of the Sheboygan Breakwater Lighthouse under the National Historic Lighthouse Preservation Act (NHLPA). NHLPA authorizes the no-cost conveyance of historic lighthouse properties to federal, state or local government agencies, nonprofit corporations, or community development organizations for education, park, recreation, cultural or historic preservation purposes.

NHLPA authorizes the Secretary of the Interior to review and select qualified lighthouse property recipients. The National Park Service, as the representative of the Secretary of the Interior, will conduct a review of applications to obtain lighthouse properties and forward a recommendation to the Secretary of the Interior. Pursuant to NHLPA, the General Services Administration will execute a conveyance document to the recipient selected by the Secretary, subject to reservations and conditions for the continued operation of aids to navigation and other requirements under federal law.

Enclosed are instructions for the preparation of an application and related materials which must be received at this office not later than ninety (90) days following the date of this letter (March 30, 2026). Extensions may be granted for special circumstances. I have also included a recent example of a successful application, minus private information such as financials, so you can see the level of documentation required. Complete applications will be reviewed and scored by a selection panel; any application that ranks as unacceptable will not have an opportunity to revise the application.

If you have any questions regarding the application or NHLPA requirements, please contact Mark Buechel, AIA at 402-661-1920 or mark\_buechel@nps.gov.

Sincerely,

*Mark T Buechel*

Mark Buechel, AIA  
Historical Architect – DOI Regions 3, 4, 5, NHLPA lead

Enclosures

Cc: Kristopher Mendez - GSA

# **Appendix B: Existing Conditions – Structural Assessment**

# Structural Report



## Sheboygan Harbor Lighthouse Structural Assessment

Sheboygan, WI

September 8, 2025

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- **APPENDIX A: REPRESENTATIVE PHOTOS**
- **APPENDIX B: COST ESTIMATES**

## 1. INTRODUCTION

### PURPOSE

The intent of the Sheboygan Breakwater Lighthouse structural assessment was to provide a visual inspection of the existing conditions for all physical assets integral to the lighthouse structure, including the lighthouse tower and concrete breakwater. The information gathered from the assessment and provided within this report can assist in planning for repairs and maintenance of the lighthouse upon transfer of ownership to the City of Sheboygan. The data developed during the inspection process should be used to provide the basis for evaluating immediate replacement and repair costs.

The Sheboygan Breakwater Lighthouse serves the Sheboygan Harbor on Lake Michigan and the head of the Sheboygan River. It was moved to its current location when the north breakwater was extended in 1915. The lighthouse consists of a steel tower that sits atop a poured concrete breakwater. The lightroom was removed from the top of the tower in the mid-20<sup>th</sup> century. The lighthouse now houses a foghorn, NOAA weather station and a flashing white light to mark the end of the wall.

The purpose of this assessment is to identify any deficiencies as the City of Sheboygan considers the purchase of the lighthouse from the United States Coast Guard. ZS assessed the structural condition of the steel tower and the breakwater that the tower is mounted on which measures approximately 2300 square feet of poured concrete (Figure 1). The electrical systems (weather station, foghorn, and lights) were not reviewed other than the cursory observations included with this report. Following the inspection, the Concord Group provided cost estimates related to the recommendations provided from the assessment to aid the City of Sheboygan in determining a path forward.

Although the information presented in this report is based on thorough research, sound evaluation, and deep data analysis, it should be used only as a guide by stakeholders as they build plans that will best serve the interests of the City of Sheboygan. Likewise, all dollar values provided in this report are budgetary estimates and are not intended for use as final costs for project implementation. All inspections conducted as part of this facility assessment are based on visually detectable conditions and should not replace legally mandated inspections.

### COST ESTIMATING METHODOLOGY

The Concord Group provided an in-house cost estimate based on unit rates that have been generated from current material/labor rates, historical production data, and discussions with relevant subcontractors and material suppliers. The unit rates reflect current bid costs in the area. All unit rates relevant to subcontractor work include the subcontractors' overhead and profit.

Since The Concord Group has no control over the cost of labor, material, equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions at the time of bid, this statement of probable construction cost is based on industry practice, professional experience, and qualifications, and represents The Concord Group's best judgment as professional construction cost consultants familiar with the construction industry. However, The Concord Group cannot guarantee that the proposals, bids, or construction cost will not vary from opinions of probable cost prepared by said contractors.

The Concord Group uses an all-digital platform for estimate preparation, leveraging the latest in estimating and BIM technology to prepare detailed and accurate estimates. This methodology involves the utilization of a software platform consisting of On-Screen Take-Off (OST) by On Center for quantity take-off, Assemble for extraction of estimating data from 3D models, and Interactive

Cost Estimating (ICE) by RIB. Using OST for quantity take-off from digital documents allows us to be more accurate in take-off and removes the potential for human error in math calculations. This program also allows us to accurately document our take-off in a digital format for easy use in reconciliation and quantity comparison exercises.

This organized and conditioned data allows us to generate estimates for building components directly from the model, resulting in much more accurate and efficient estimate preparation. Quantities are then entered into the ICE system, which generates the unit cost based on several factors that are pre-loaded into the estimate. These factors are wage rates, crew size/makeup, productivity factors, material cost, equipment cost, and all mark-ups, etc. The major benefit of using this system is that we can easily drill down to show what is in the make-up of any unit rate applied in the estimate. We maintain a database of actual bid information to use as a historical reference source for future projects. We also maintain a cost database of construction materials, equipment, and labor costs that we update on a regular basis. The primary tools and processes we use to achieve this objective are as follows:

1. Feedback for the almost weekly bid results we receive and the analysis of overall and specific trade variances.
2. Analysis of the detailed cost information related to materials, equipment, labor, overhead, and profit submitted by contractors and their subcontractors to substantiate major change-order requests.
3. Monitor and adjust for recent and planned labor cost increases based on local union wage agreements, which tend to closely track the prevailing wage rates used on all local projects.
4. Monitor, on a local, national, and international basis, material pricing trends for major construction materials, such as, but not limited to steel, concrete, lumber, gypsum drywall, petroleum-based products, copper, aluminum, etc.
5. Monitor respected construction cost publications from sources such as ENR, Means, etc., and factor their findings into our cost models. Trends identified in these publications can be particularly helpful when predicting possible future cost increases that should be factored into budgets/estimates for projects planned to be bid in the future.

Project-specific estimating includes 15% Design Contingency, 25% General Conditions/Bond/Insurance, and 10% Contractor Fees. All unit costs are priced in today's dollars. The estimated costs do not include Soft Costs such as design fees, permitting, insurance fees, legal fees, and other pre- and post-construction expenses.

## 2. FIELD OBSERVATIONS

ZS was onsite Tuesday, April 12, 2025 to perform the visual survey of the Lighthouse. Representatives of the City of Sheboygan and the United States Coast Guard were also present. The following observations represent the condition of the lighthouse and the concrete breakwater at the time of the site visit with representative photos included in Appendix A. Concord Group cost estimates are included in Appendix B and correlate to the observations and photos provided in this report.

### BACKGROUND

The lighthouse tower is a steel plate structure. The plates overlap and are riveted together (Photo 1). There is supplemental steel inside the tower at the vertical plate joints and at the interior floor levels. There are two interior levels above the ground level with the first accessed by ladder and the second by ships ladder (Photo 2). The roof/light level is accessed by a ships ladder from the 2nd level.

The concrete breakwater is four poured concrete segments with a fifth poured atop one of the segments to form the base of the tower (Photo 3). There are steel ladders from the lake and steel boat tie anchors embedded in the breakwater (Photo 4 and Photo 5). The upper concrete segment is accessed by a steel stair (Photo 2).

There is a chamber beneath the tower accessed by a steel hatch in the ground floor (Photo 6). The lower chamber is accessed by a steel ladder (Photo 7). The chamber is connected to the lake at a pipe below the water level, causing the chamber to partially fill with water. The purpose of the chamber is not clear.

### CONCRETE BREAKWATER

No indication of reinforcing steel was observed in the breakwater, neither exposed at a spall nor through evidence of corrosion staining. The following specific conditional issues were noted during the visual survey of the breakwater system:

1. **Spalled Concrete:** Spalls in the Concrete surface have occurred at the edge of the breakwater (Photo 8) as well as on the surface of the breakwater (Photo 9). Some of the spalls appear to be normal wear of the concrete surface while others are related to embedded steel (Photo 10). The spalls caused by normal wear of the concrete do not pose a structural concern at this time. The spalls at the embedded steel will continue to deteriorate over time and compromise the integrity of the embedded steel. At this time none of the embedded steel was loose. No attempt to load test the embedded objects was made.

**Recommendation:** The concrete breakwater should not be patched with repair mortar. The constant exposure to water and annual freeze/thaw cycles will limit the effectiveness of that type of repair. Typically, no repair would be necessary to the concrete spalls. At the steel ladder shown in Photo 10, no repair is required at this time, however, ZS recommends removing the ladder to stop the deterioration of the concrete surrounding it. The ladder could then be replaced with a style similar to that shown in Photo 4 with the rungs installed directly into the concrete.

2. **Cracks in Concrete:** Cracks were observed throughout the breakwater structure. Many of the cracks occur where the concrete is in contact with steel: at the base of the tower (Photo 11); at the boat tie off anchor (Photo 5); and at the steel stairs (Photo 12). The

cracks at the embedded metal objects are likely caused by thermal expansion of the metal. As the metal expands, it puts pressure on the concrete which is relieved by cracks in the concrete. No differential movement was observed across the cracks suggesting the breakwater is still sound. Several cracks not located at embedded metal were also observed but these cracks were hairline cracks and did not exhibit differential movement.

**Recommendation:** None of the observed concrete cracks are a structural concern at this time. Over time water in the cracks will freeze and spall the concrete surface at the cracks (Photo 9). The concrete may be protected against this by routing and sealing the crack which would create an ongoing maintenance item. Otherwise, the spalls could be allowed to occur, and the condition of the concrete should be monitored for changes in the cracks over time.

3. **Joint Between the Eastern Breakwater Segment and Tower Segment:** A gap has opened between the eastern most breakwater segment and the adjacent one, which the tower sits on. At the time of the site visit, the eastern most segment was actively being used by fishermen.

**Recommendation:** The gap does not pose a structural concern, and no repairs are required at this time. As the deterioration continues it will make accessing that segment hazardous and access may need to be restricted. Over time, water freezing within the gap will continue to exert pressure on the eastern segment. This condition warrants ongoing monitoring

4. **Metal Stairs:** The metal stairs up to the lighthouse level are in good condition. The concrete around the stair anchors has spalled (Photo 14) and cracked (Photo 12). There is no handrail at the stairs. The rise and run of the steps do not meet current building code.

**Recommendation:** The stairs are functional but may require a revised mounting to the concrete breakwater in the next five to ten years. The lack of guardrails and narrow steps are a safety concern. There are warning signs at the entrance to breakwater stating the hazardous conditions of the breakwater. The warnings should be reviewed by the city for compliance and proper protection of public access to the stairs. Guardrails are still required to comply with OSHA regulations for workers accessing the lighthouse and its internal equipment

5. **Surface Mounted Conduit:** There is surface mounted conduit on the concrete section directly beneath the lighthouse tower. The covers to all of the right-angle junctions have been removed exposing the wiring to the elements (Photo 15). The specific function of the conduit wiring could not be confirmed; however, the conduit continued upward through the lighthouse tower after entering the building.

**Recommendation:** The system should be reviewed by an electrician and the conduit sealed against the elements.

## LIGHTHOUSE TOWER

The following specific conditional issues were noted during the visual survey of the Lighthouse Tower:

6. **Corrosion of Tower Steel:** Corrosion was observed throughout the tower. For the most part, the observed corrosion was on the surface or just beginning to delaminate the steel (Photo 16). The most severe corrosion observed was located at the top of the paired angles reinforcing the vertical joint between two steel panels. At this location, the outstanding angle legs were experiencing 100% loss of section (Photo 17). Corrosion at the lapped seam between plates was a typical condition with the severity of the corrosion varying throughout the tower (Photo 18). At some location the steel has begun to delaminate causing the lapped seam to begin to open (Photo 19). The paint on the underside of the second level has delaminated from the steel and is hanging in a large sheet (Photo 20).

**Recommendation:** All steel plates require cleaning of the corrosion followed by painting. Removal of the rust pack at the open lap joints will likely create openings through the tower wall that will require sealing. After the steel is cleaned of paint and rust, it should be inspected by a structural engineer. While the steel section loss due to corrosion is minimum at this time, there are locations observed that have measurable section loss. Isolated repairs to the steel plate should be expected as part of the cleaning and painting of the tower. Given the age of the tower, the weldability of the steel should be confirmed before repairs begin.

7. **Tower Connection to Concrete:** There is a curved angle bolted to the concrete breakwater and riveted to the lowest section of steel plates. The steel in contact with the concrete is corroding with measurable section loss (Photo 21). The tower also appeared to be leaning to one side (Photo 22).

**Recommendation:** Similar to the steel tower recommendation, the steel in contact with the concrete should be cleaned and all the corrosion removed. Then the steel should be assessed by a structural engineer. If there is section loss at the concrete anchors additional repairs may be required. These repairs could be accomplished by doubler plates on the base ring of steel and/or additional concrete anchors. A survey of the tower and breakwater should be conducted to identify any areas where the tower is out of plumb. While the observed lean does not currently pose a structural concern, it should be monitored for any future movement.

8. **Ladder to Lower Chamber:** The ladder leading down to the lower chamber was originally anchored to a structure at its base (Photo 7). That structure has since been removed from the tower, leaving the ladder secured only on one side at its base.

**Recommendation:** The ladder should be considered unsafe and should be reinforced or removed.

9. **Doors and Portholes Through Tower Wall:** There is a door to the exterior on the first level that opens to nothing. It is not clear what the intention for the door was, but it no longer serves a purpose (Photo 23 and Photo 24). The door does not currently open though it's not clear if that is because of corrosion or if it has been welded close. In addition to the door, several portholes in the tower have been covered by steel plates (Photo 25).

**Recommendation:** The door would be hazardous if it was rendered operational when the steel is cleaned and painted. The door should be permanently shut or the opening guarded. The sealed portholes may be left as they are. New fittings would be required to restore them.

10. **Holes in Tower Wall:** Beneath the roof / light level there are several holes through the tower wall (Photo 26). Most of the holes look like abandoned openings or holes for connections. The hole in the middle doesn't appear to be round and may be a result of corrosion.

**Recommendation:** The holes should be covered with steel plate when the tower steel is cleaned and painted.

11. **Roof / Light Level Hatch:** The lock on the roof hatch and the arm which is supposed to keep the hatch open are not functional. The hatch stays open on its own. The hatch cannot be locked.

**Recommendation:** The arm should be reconnected or removed. In its current position, the arm hangs down in a way that poses a hazard to individuals using the hatch. Although the lock is non-functional, it is not essential due to the lock on the ground-level door. However, if the lock is reinstated, the mechanism that secures the door in the open position should also be replaced.

12. **Guardrail at Roof / Light Level:** There is a guard rail around the roof level that is 36" high and is not continuous around the entire roof (Photo 28). The mid-rail is below mid-height of the guardrail and also not continuous. The railing is not OSHA compliant since the required minimum height is at least 39".

**Recommendation:** The roof cannot be safely accessed for work on the equipment located there per OSHA guidelines. New guardrails or fall protection anchors should be installed to make roof work access OSHA compliant.

13. **Unprotected Floor and Roof Openings:** There is no guardrail to protect floor or roof openings when the hatches are open (Photo 29). Similarly, there is no swing gate or protection at the 1st level ladder access.

**Recommendation:** A complete OSHA assessment of the tower should be carried out to accommodate workers servicing the tower and equipment located within.

14. **Equipment Mounted Within the Tower:** Some of the equipment within the tower is either mounted to or resting on plywood. Where equipment mounted to plywood suspended above the floor, the plywood is in good condition (Photo 30). At the ground floor there are batteries sitting on plywood in contact with the floor (Photo 31).

**Recommendation:** The owners of the equipment on the deteriorated plywood should provide proper mounting for the batteries that keep them off the floor.

### 3. CONCLUDING REMARKS

Given the environment and conditions that the Sheboygan Lighthouse is subject to, including constant exposure to water, freeze/thaw cycles, and shifting ice conditions from the harbor, the lighthouse tower and breakwater are in good to fair condition. The conditions observed at the concrete breakwater are typical of similar structures, and the maintenance requirements are expected to align with those of the other breakwaters within Sheboygan Harbor.

The tower steel plates require cleaning and painting. Given the age of the tower, it is a fair assumption that there is lead paint present so testing and, if required, proper abatement should be performed as part of the cleaning and painting work. It is important that the cleaning and painting is performed within two years to prevent the corrosion from becoming detrimental to the tower.

Review of the lighthouse, breakwater, and ZS' subsequent conclusions are limited by what can be visually observed and by the information available to ZS at the time of observation. It should be understood that ZS' assessment may not identify deterioration concealed from view. ZS reserves the right to update its assessment and conclusions as new information becomes available.

# APPENDIX A

## REPRESENTATIVE PHOTOS

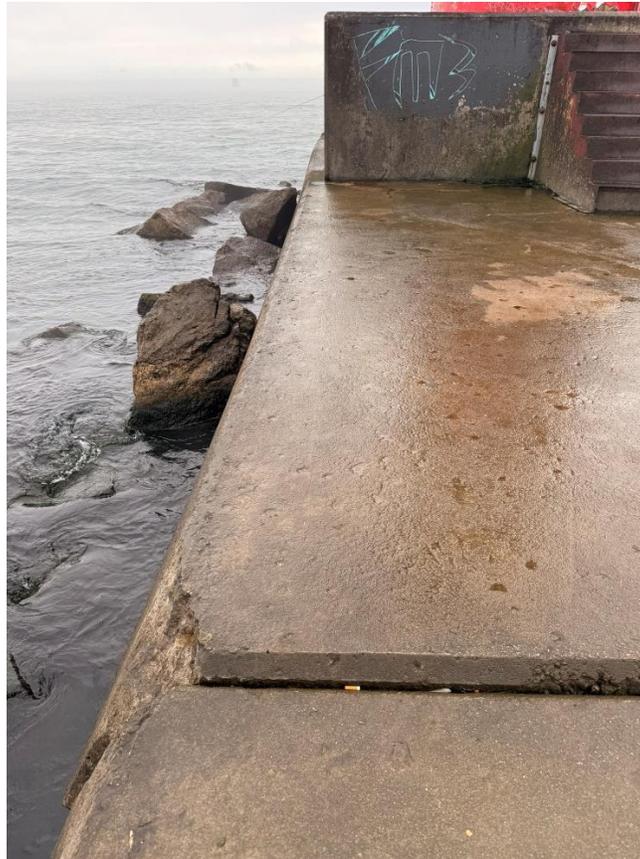
**Appendix A: Representative Photos**



*Photo 1: Overlapping Steel Plate Structure with Reinforced Vertical Joints*



*Photo 2: Ships Ladder for 2<sup>nd</sup> Floor Access*



*Photo 3: Breakwater Segments*



*Photo 4: Integrated Ladder*



*Photo 5: Boat Tie Anchor*



*Photo 6: Ground Floor Access Hatch*



*Photo 7: Lower Chamber*



*Photo 8: Spalled Concrete*



*Photo 9: Spalled and Cracked Concrete*



*Photo 10: Concrete Spall at Embedded Ladder*



Photo 11: Cracks in Concrete at Tower Base

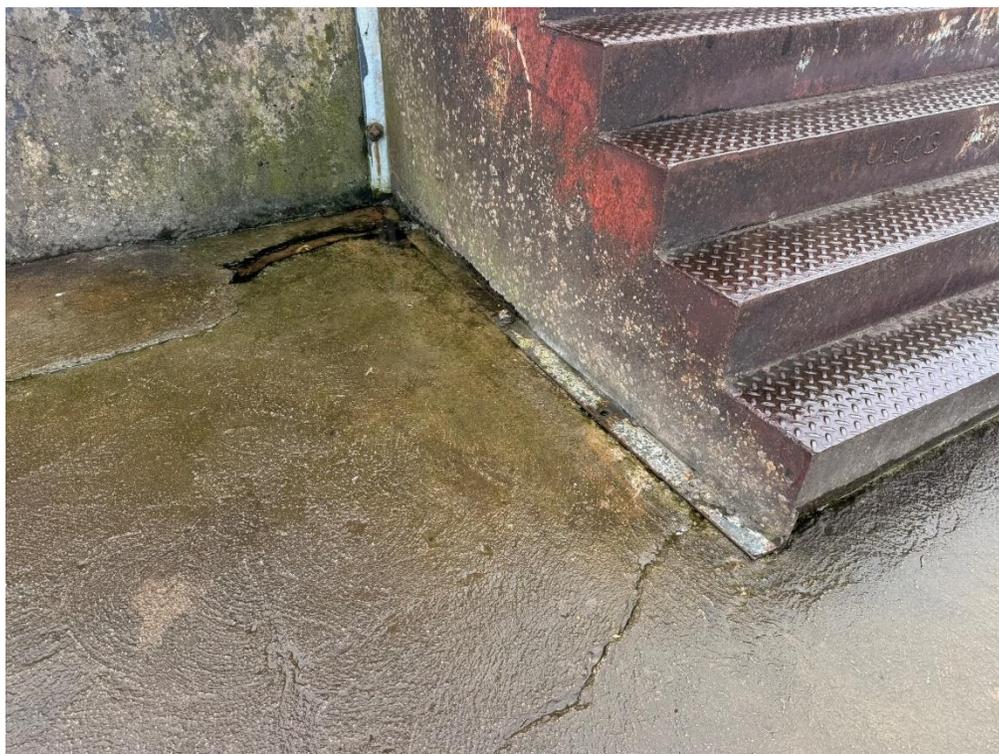


Photo 12: Crack in Concrete at Metal Stair



*Photo 13: Joint Between Eastern Most Breakwater Segment and Adjacent Segment*



*Photo 14: Metal Stairs*



*Photo 15: Open Conduit*



*Photo 16: Surface Corrosion and Unbonded Paint*



*Photo 17: Corrosion of Angles at Vertical Seam*



*Photo 18: Corrosion at Lap of Steel Plates*



*Photo 19: Rust Pack at Steel Plate Overlap*



*Photo 20: Corrosion at Underside of 2<sup>nd</sup> Level and Paint No Longer Bonded*



*Photo 21: Corrosion at Base of Tower; Arrow Indicates Section Loss*



*Photo 22: Tower Appears to be Leaning to the Right (South)*



*Photo 23: Door on 1<sup>st</sup> Level with Nothing on the Exterior Side*



*Photo 24: First Level Door with Nothing to the Exterior*



*Photo 25: Porthole Welded Shut*



*Photo 26: Holes in Tower Wall Beneath Roof/Light Level*



*Photo 27: Hatch Hold and Lock Not Functional*



*Photo 28: Guardrail Incomplete and Not at Proper Height*



*Photo 29: Unprotected Openings in Floors and Roof*



Photo 30: Electrical Terminal Mounted to Plywood



Photo 31: Batteries on Deteriorated Plywood

# APPENDIX B

## COST ESTIMATES

# Sheboygan Lighthouse Assessment Repairs

Street Address  
Sheboygan, WI 53081

## Conceptual Estimate

September 5, 2025

**DRAFT**

Project: 2025C845

### Prepared For:

City of Sheboygan

### NOTES REGARDING PREPARATION OF ESTIMATE

This estimate was prepared based on the following documents provided by ZS Architectural Engineering:

1. Lighthouse Assessment Report dated August 15, 2025.
2. Information regarding the project was also obtained via meetings, phone conversations, and email messages that clarified the project scope.

### BIDDING PROCESS - MARKET CONDITIONS

This document is based on the measurement and pricing of quantities wherever information is provided and/or reasonable assumptions for other work not covered in the drawings or specifications, as stated within this document. Unit rates have been generated from current material/labor rates, historical production data, and discussions with relevant subcontractors and material suppliers. The unit rates reflect current bid costs in the area. All unit rates relevant to subcontractor work include the subcontractors overhead and profit unless otherwise stated.

Pricing reflects probable construction costs obtainable in the Sheboygan, Wisconsin area on the bid date. This estimate is a determination of fair market value for the construction of this project. It is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all subcontractors with a minimum of 3 bidders for all items of subcontracted work and a with a minimum of 3 bidders for a general contractor. Experience indicates that a fewer number of bidders may result in higher bids, conversely an increased number of bidders may result in more competitive bids.

Since The Concord Group has no control over the cost of labor, material, equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions at the time of bid, this statement of probable construction cost is based on industry practice, professional experience and qualifications, and represents The Concord Group's best judgment as professional construction cost consultants familiar with the construction industry. However, The Concord Group cannot and does not guarantee that the proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by them.

### ASSUMED CONSTRUCTION PARAMETERS

The pricing is based on the following project parameters:

1. The contract will be competitively bid to multiple general contractors.
2. All work will take place within the next year.
3. All contractors will be required to pay prevailing wages.
4. There are no phasing requirements.
5. The contractors will have full access to the site during normal working hours
6. Estimate detail includes pricing as of September 2025.

### EXCLUSIONS

The following are excluded from the cost of this estimate:

1. Professional Design Fees
2. Testing Fees
3. Owner Contingencies/Scope Changes
4. Construction Contingency
5. Premium Time / Restrictions on Contractor Working Hours
6. Cost Escalation Beyond a Construction Mid-Point Date of Q2 2026
7. Finance and Legal Charges
8. Environmental Abatement Costs
9. Temporary Owner Facilities
10. Moisture Mitigation
11. Equipment (Owner Furnished/Installed)
12. Unforeseen Future Cost Impacts Based on Supply Chain Impacts
13. Unforeseen Cost Impacts Based on Future Tariffs

## COST SUMMARY

## BUILDING TOTAL

<b>1</b>	SPALLED CONCRETE		\$46,434
<b>2</b>	CRACKS IN CONCRETE		\$6,745
<b>3</b>	JOINT BETWEEN EASTERN BREAKWATER SEGMENT & TOWER SEGMENT	N/A	
<b>4</b>	METAL STAIRS		\$28,142
<b>5</b>	SURFACE MOUNTED CONDUIT		\$5,590
<b>6</b>	CORROSION OF STEEL TOWER		\$249,198
<b>7</b>	TOWER CONNECTION TO CONCRETE		\$118,846
<b>8</b>	LADDER TO LOWER CHAMBER		\$12,984
<b>9</b>	DOORS & PORTHOLES THROUGH TOWER WALL		\$2,447
<b>10</b>	HOLES IN TOWER WALL	Included w/ #6	
<b>11</b>	ROOF/LIGHT LEVEL HATCH		\$4,028
<b>12</b>	GUARDRAIL AT ROOF/LIGHT LEVEL		\$21,444
<b>13</b>	UNPROTECTED FLOOR & ROOF OPENINGS	N/A	
<b>14</b>	EQUIPMENT MOUNTED WITHIN TOWER	N/A	

## TOTAL ESTIMATED CONSTRUCTION COSTS

**\$495,857**

**Note: the above costs include the following markups:**

DESIGN CONTINGENCY	20.0%
GENERAL CONDITIONS/BOND/INSURANCE	25.0%
CONTRACTOR'S FEES	6.0%

DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
<b>SPALLED CONCRETE</b>				
<b>02000 EXISTING CONDITIONS</b>				
<b>02100 Selective Demolition</b>				
Sawcut & remove section of concrete wall	1	EACH	4,052.10	4,052
Remove steel ladder	1	EACH	4,316.39	4,316
<b>SUBTOTAL: Selective Demolition</b>				<b>\$8,368</b>
<b>TOTAL: EXISTING CONDITIONS</b>				<b>\$8,368</b>
<b>03000 CONCRETE</b>				
<b>03300 Cast in Place Concrete</b>				
Repour section of concrete walls, tie into existing. Install embedded ladder rungs	1	EACH	20,835.11	20,835
<b>SUBTOTAL: Cast in Place Concrete</b>				<b>\$20,835</b>
<b>TOTAL: CONCRETE</b>				<b>\$20,835</b>
<b>TOTAL: SPALLED CONCRETE</b>				<b>\$29,204</b>

DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
<b>CRACKS IN CONCRETE</b>				
<b>03000 CONCRETE</b>				
03300 Cast in Place Concrete				
Route & seal crack in concrete	1	LSUM	4,242.44	4,242
<b>SUBTOTAL: Cast in Place Concrete</b>				<b>\$4,242</b>
<b>TOTAL: CONCRETE</b>				<b>\$4,242</b>
<b>TOTAL: CRACKS IN CONCRETE</b>				<b>\$4,242</b>

DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
<b>METAL STAIRS</b>				
<b>05000 METALS</b>				
<b>05300 Stairs</b>				
Remove & replace metal stair w/ code compliant stair	1	EACH	17,699.10	17,699
			<b>SUBTOTAL: Stairs</b>	<b>\$17,699</b>
<b>TOTAL: METALS</b>				<b>\$17,699</b>
<b>TOTAL: METAL STAIRS</b>				<b>\$17,699</b>

DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
<b>SURFACE MOUNTED CONDUIT</b>				
<b>26000 ELECTRICAL</b>				
26200 Main Power Distribution				
Review exterior conduit. Seal from elements	1	EACH	3,515.41	3,515
<b>SUBTOTAL: Main Power Distribution</b>				<b>\$3,515</b>
<b>TOTAL: ELECTRICAL</b>				<b>\$3,515</b>
<b>TOTAL: SURFACE MOUNTED CONDUIT</b>				<b>\$3,515</b>

DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
<b>CORROSION OF STEEL TOWER</b>				
<b>01000 GENERAL REQUIREMENTS</b>				
<b>01600 Construction Access</b>				
Scaffolding to access Steel Tower	1	LSUM	63,669.30	63,669
<b>SUBTOTAL: Construction Access</b>				<b>\$63,669</b>
<b>TOTAL: GENERAL REQUIREMENTS</b>				<b>\$63,669</b>
<b>05000 METALS</b>				
<b>05900 Miscellaneous Metals</b>				
Isolated steel repairs & replacement at Steel Tower - Allowance	1	LSUM	28,581.94	28,582
<b>SUBTOTAL: Miscellaneous Metals</b>				<b>\$28,582</b>
<b>TOTAL: METALS</b>				<b>\$28,582</b>
<b>09000 FINISHES</b>				
<b>09600 Paints &amp; Coatings</b>				
Prepare & paint steel tower	1	EACH	64,477.30	64,477
<b>SUBTOTAL: Paints &amp; Coatings</b>				<b>\$64,477</b>
<b>TOTAL: FINISHES</b>				<b>\$64,477</b>
<b>TOTAL: CORROSION OF STEEL TOWER</b>				<b>\$156,729</b>

DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
<b>TOWER CONNECTION TO CONCRETE</b>				
<b>05000 METALS</b>				
<b>05900</b> Miscellaneous Metals				
Survey tower & breakwater. Perform correctional repairs as necessary - Allowance	1	LSUM	74,745.82	74,746
			<b>SUBTOTAL: Miscellaneous Metals</b>	<b>\$74,746</b>
<b>TOTAL: METALS</b>				<b>\$74,746</b>
<b>TOTAL: TOWER CONNECTION TO CONCRETE</b>				<b>\$74,746</b>

DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
<b>LADDER TO LOWER CHAMBER</b>				
<b>05000 METALS</b>				
<b>05400 Metal Fabrications</b>				
Remove & replace ladder to lower chamber	1	EACH	8,166.11	8,166
<b>SUBTOTAL: Metal Fabrications</b>				<b>\$8,166</b>
<b>TOTAL: METALS</b>				<b>\$8,166</b>
<b>TOTAL: LADDER TO LOWER CHAMBER</b>				<b>\$8,166</b>

DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
<b>DOORS &amp; PORTHOLES THROUGH TOWER WALL</b>				
<b>05000 METALS</b>				
05900 Miscellaneous Metals				
Weld existing door shut	1	EACH	1,538.80	1,539
	<b>SUBTOTAL: Miscellaneous Metals</b>			<b>\$1,539</b>
<b>TOTAL: METALS</b>				<b>\$1,539</b>
<b>TOTAL: DOORS &amp; PORTHOLES THROUGH TOWER WALL</b>				<b>\$1,539</b>

DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
<b>ROOF/LIGHT LEVEL HATCH</b>				
<b>07000 THERMAL &amp; MOISTURE PROTECTION</b>				
<b>07500 Roofing Specialties</b>				
Reconnect arm at hatch. Service & install new lock	1	EACH	2,533.06	2,533
			<b>SUBTOTAL: Roofing Specialties</b>	<b>\$2,533</b>
<b>TOTAL: THERMAL &amp; MOISTURE PROTECTION</b>				<b>\$2,533</b>
<b>TOTAL: ROOF/LIGHT LEVEL HATCH</b>				<b>\$2,533</b>

DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
<b>GUARDRAIL AT ROOF/LIGHT LEVEL</b>				
<b>05000 METALS</b>				
<b>05400 Metal Fabrications</b>				
Remove & replace roof guardrail	1	EACH	13,486.72	13,487
<b>SUBTOTAL: Metal Fabrications</b>				<b>\$13,487</b>
<b>TOTAL: METALS</b>				<b>\$13,487</b>
<b>TOTAL: GUARDRAIL AT ROOF/LIGHT LEVEL</b>				<b>\$13,487</b>

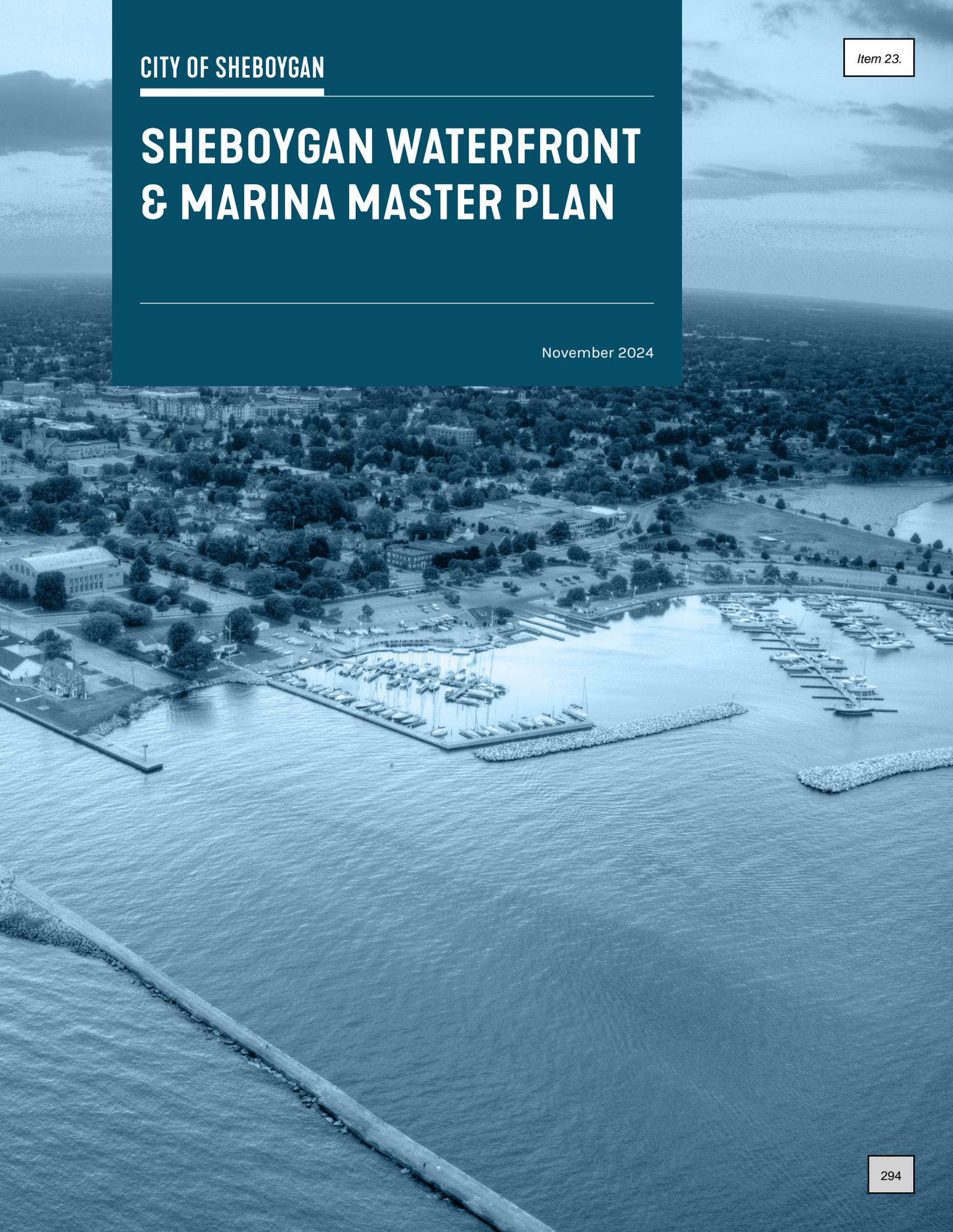
# **Appendix D: Sheboygan Waterfront and Marina Master Plan Report**

CITY OF SHEBOYGAN

Item 23.

# SHEBOYGAN WATERFRONT & MARINA MASTER PLAN

November 2024



**CITY LEADERSHIP TEAM**

- Ryan Sorenson**  
Mayor
- Casey Bradley**  
City Administrator
- Marie Foss**  
Project Manager
- Veronica Valdez**  
Communications Specialist
- Nick Warminsky**  
Marina Manager
- Joe Kerlin**  
Superintendent of Parks & Forestry
- Tim Bull**  
City Forester
- Kaitlyn Krueger**  
Director of Finance/Treasurer
- Aaron Groh**  
Acting City Engineer
- Travis Peterson**  
Director of Public Works
- Eric Montellano**  
Fire Chief
- Christopher Domagalski**  
Chief of Police
- Diane McGinnis Casey**  
Director of Planning and Development Sustainability Coordinator
- Kevin Jump**  
Engineering
- Derek Muench**  
Shoreline Metro

**SMITHGROUP DESIGN TEAM**

- Tom Rogers PLA**  
Principle-In-Charge
- Tim Wagner PE**  
Project Manager
- Amber Piacentine**  
Architectural
- Xu Zhang**  
Landscape Architecture
- Ruijie Liu**  
Landscape Architecture

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DELAND BEACH

# EXECUTIVE SUMMARY

## PROJECT OVERVIEW

The waterfront of Sheboygan has been a central part of the lives of residents and visitors for generations. It shapes the city's identity and influences those who live in and visit it. The importance of the lakefront not only remaining but evolving to meet the needs of the future cannot be understated.

In 2023, the City of Sheboygan initiated the transformation of Harbor Centre Marina and Deland Park as a destination that appeals to a broader range of residents, connects people to the water and increases the quality of life in Sheboygan.

## PURPOSE & NEED

The Harbor Centre Marina has reached a critical point necessitating an important decision. Various operators have managed the marina for the city, but over the past several years, the marina has experienced financial losses, and the current operating budget is no longer sustainable. Additionally, the docks and buildings have deteriorated over time and require more than just repairs. The city took over as the marina operator in 2024 to have more direct control of the facility and to evaluate the future needs of the marina.

Deland Park is a cherished community space, known for hosting large events, being a regional surfing destination, providing public access to the waterfront and acting as an access point to Lake Michigan for boaters of all types. Unfortunately, the park is not as heavily used by the public as it once was. Many festivals that once took place on the lakefront have lost their organizers over time, and the current facilities do not meet the needs of larger user groups for events. Despite being fully open and available to the public there is a perception that portions of the park are only for boaters.

The City of Sheboygan aims to address the critical infrastructure needs of the marina, improve the facilities, and provide additional opportunities at Deland Park for a broader spectrum of the community to use the park throughout all four seasons with improvements that promote tourism, connectivity, safety and economic prosperity.

## 1 COMMUNITY GATHERING & RECREATION

## 2 ECONOMY & EDUCATION

## 3 LAKEFRONT AMENITIES

## 4 ECOLOGICAL FUNCTIONS

## 5 CONNECTIVITY

### KEY GOALS & PRIORITIES

The goals and priorities for Deland Park and Harbor Centre Marina were shaped by extensive meetings with the City Leadership Team, stakeholder input, public meetings, an on-site charrette and three online input sessions. Key goals and priorities include

#### COMMUNITY GATHERING & RECREATION

Expand the park offerings to create a year-round destination that serves daily use, flexes for large events and creates opportunities for residents and visitors to use the park.

#### ECONOMY AND EDUCATION

Create tourism opportunities that leverage the waterfront that could include education, art, concessionaire spaces for a restaurant or bar, and add flexible, rentable space

#### LAKEFRONT AMENITIES

Protect, repair and enhance the Marina, provide essential services and management with flexibility for vendor spaces. Provide amenities to support local slip holders and attract boaters from other communities. Provide opportunities to support charter fishing, boat and paddle craft rentals. Seek boat storage alternatives off-site.

#### ECOLOGICAL FUNCTIONS

Provide enhancements to support habitat and water quality, embrace the natural character for the beach and shoreline, provide a clean marina facility, consider WEDG certification.

#### CONNECTIVITY

Improve trails and wayfinding for an intuitive multimodal experience, right size parking and introduce traffic calming measures to connect the park with the downtown and local businesses and enhance pedestrian safety.

## DESIGN COMPONENTS

The three main components of the master plan include:

### MARINA

The City will provide new, basic services for the marina with vendor opportunities for additional amenities. Work will include construction of a new administration building, fuel service building and system, including a wave attenuator dock that also doubles as transient docking for larger vessels.

Boat storage will remain in the adjacent parking lot for the 24/25' season and then shift to a new location upriver and out of Deland Park.

### PROMENADE & POINT

A pedestrian scale promenade will be incorporated adjacent to the marina. The promenade will feature shade structures, power for vendors, flexible plaza and small event space.

Two new buildings located at the point will create a dramatic public destination on the water. One building will house a concessionaire operated a restaurant and reservable event space, the second building will be focused on water-based education.

### PARK & UPLAND

The plan will preserve a central, two acre open green space that is larger than a football field for large special events and to protect open space and flexibility at the water. A new skating ribbon and splash plaza will border the lawn to create four season programming.

The existing play structures will be replaced by a single destination playground and a new bathhouse with changing space, restrooms, storage and vendor space. The building will create a gateway moment and serve the ice ribbon, playground and beach.

The existing Hmong Memorial will be preserved as a more formalized green space. The existing tennis courts will be reconstructed for pickleball. Other potential amenities include potentially moving the Lottie Cooper north and providing additional protection, adding a shade structure to anchor the lawn space and providing an additional restroom north of the beach.

## BROADER CONNECTIONS

In addition to the three main components above, several other opportunities arose during the master plan to enhance broader connectivity to the waterfront:

- Incorporating a kayak launch with potential rentals at Rotary Park and enhancing the overlook to create a more functional destination space. A river launch site is safer, more accessible and creates less conflicts than a marina site.
- Exploring adding a public destination pier space at the end of Pennsylvania Avenue. The space would create an iconic destination along the water, and act as a debris deflector adjacent to the marina. Designing, permitting and building a structure will require cooperation and coordination between the city, coast guard and Yacht Club.
- Provide enhancements to Broughton Drive to calm traffic and improve pedestrian safety that will be developed in concert with the City's Complete Streets Plan. In addition, the plan will improve trail connections and signage along the waterfront and the city continues to enhance connections between the waterfront and downtown.

## NEXT STEPS

The master plan creates a framework to guide more detailed design and recommends an approach to phasing that begins with the marina basin and moves upland to the promenade and then the park. Final design and phasing will depend on funding, city priorities and additional public input and will likely evolve over time.

Overall, the plan embraces the waterfront as a defining feature of the community and seeks to balance a broad range of waterfront activities for a range of user groups. When fully implemented, the individual components of the plan will create a four-season community focuses destination that attracts residents and visitors to the water and supporting Sheboygan's identity as a great lakefront community to live in and visit.



### LEGEND

#### PARK + UPLAND

- ① RELOCATED LOTTIE COOPER
- ② UPDATED PLAYSCAPE
- ③ DUNE RESTORATION
- ④ GATEWAY BUILDING
- ⑤ ICE RIBBON
- ⑥ HMONG MEMORIAL
- ⑦ PICKLE BALL COURTS
- ⑧ SHADE PAVILION
- ⑨ PARKING

#### PROMENADE + POINT

- ⑩ CONCESSIONAIRE KIOSKS
- ⑪ WATER EDUCATION BUILDING
- ⑫ RESTAURANT + EVENT BUILDING

#### MARINA

- ⑬ MARINA + PARK ADMINISTRATION BUILDING
- ⑭ MARINA FACILITIES
- ⑮ FUEL SERVICE + MAINTENANCE BUILDING



# EXISTING CONDITIONS

## HISTORY

Sheboygan's Lake Michigan shoreline, north of the Sheboygan River, has been changed by the influences of man over the last 100 years. The land, lakeward of present-day Broughton Drive, has been "reclaimed" from the lake through placement of dredge material and other fill as various projects have been performed to create new waterfront facilities. The federal breakwater that was designed for shipping created an opportunity to build a marina and access point for the community. The marina was constructed in the 1990s.

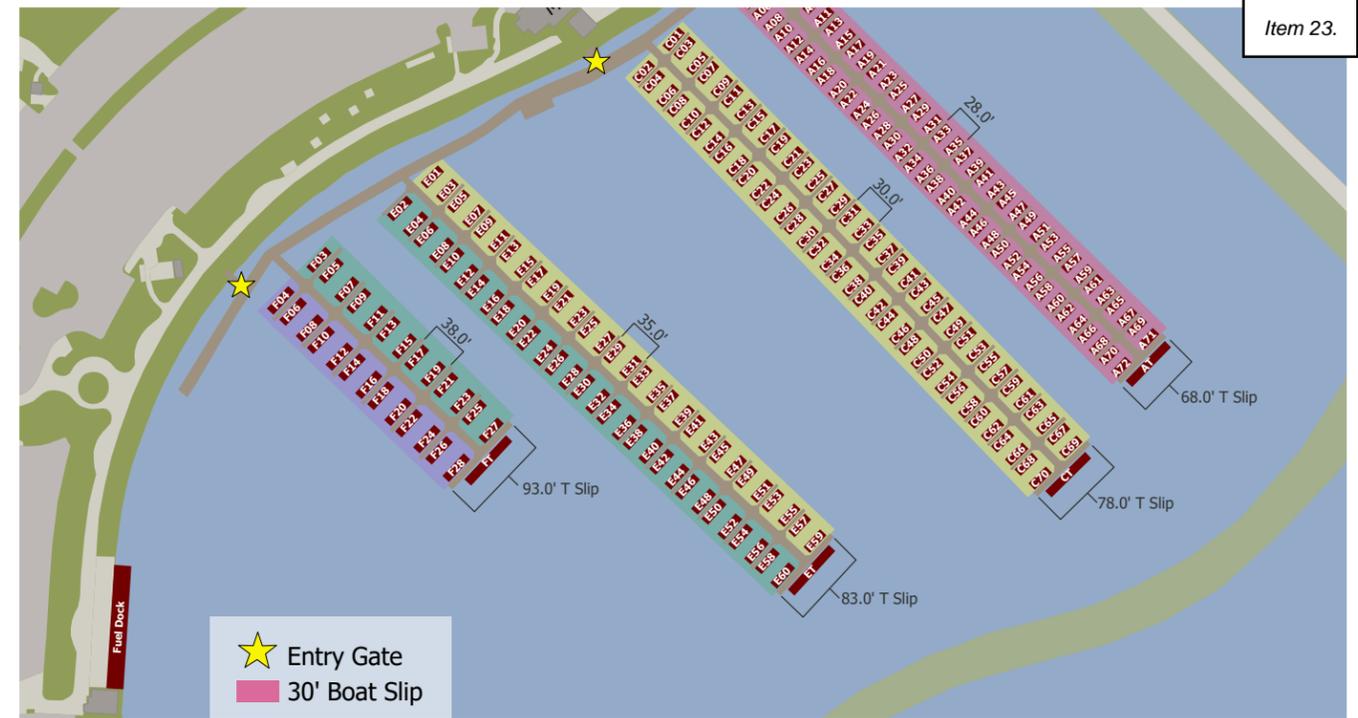
## EXISTING CONDITIONS

### MARINA OPERATIONS & FACILITIES

Originally planned to support over 400 vessels, the marina's growth has been limited by operational and

maintenance challenges. For most of its operational life, the City contracted with an outside firm to oversee day-to-day operations of the marina while retaining the responsibility for major maintenance projects. In 2024 the City took over marina operations and hired a full-time marina manager as a city employee, after determining the financial position of the marina was unsustainable. Yearly financial losses and management challenges led to deferred maintenance, a reduction in services, and diminished amenities, which are taken into account when looking at future plans for the marina.

### MARINA FINANCIAL HISTORY



HARBOR CENTRE MARINA  
current slip map

## DOCKS & LAYOUT

The marina currently operates at a capacity of 260 slips spread among four docks (A, C, E, and F). Historically one more dock (G) was used, but the number and size of the docks have been reduced due to operational and maintenance reasons. Over the past five years, ice and wave damage, along with sedimentation on the north side of the marina basin have severely impacted dock operations. Available dock sizes range from 30 feet to 50 feet, with side mooring for vessels greater than 50'

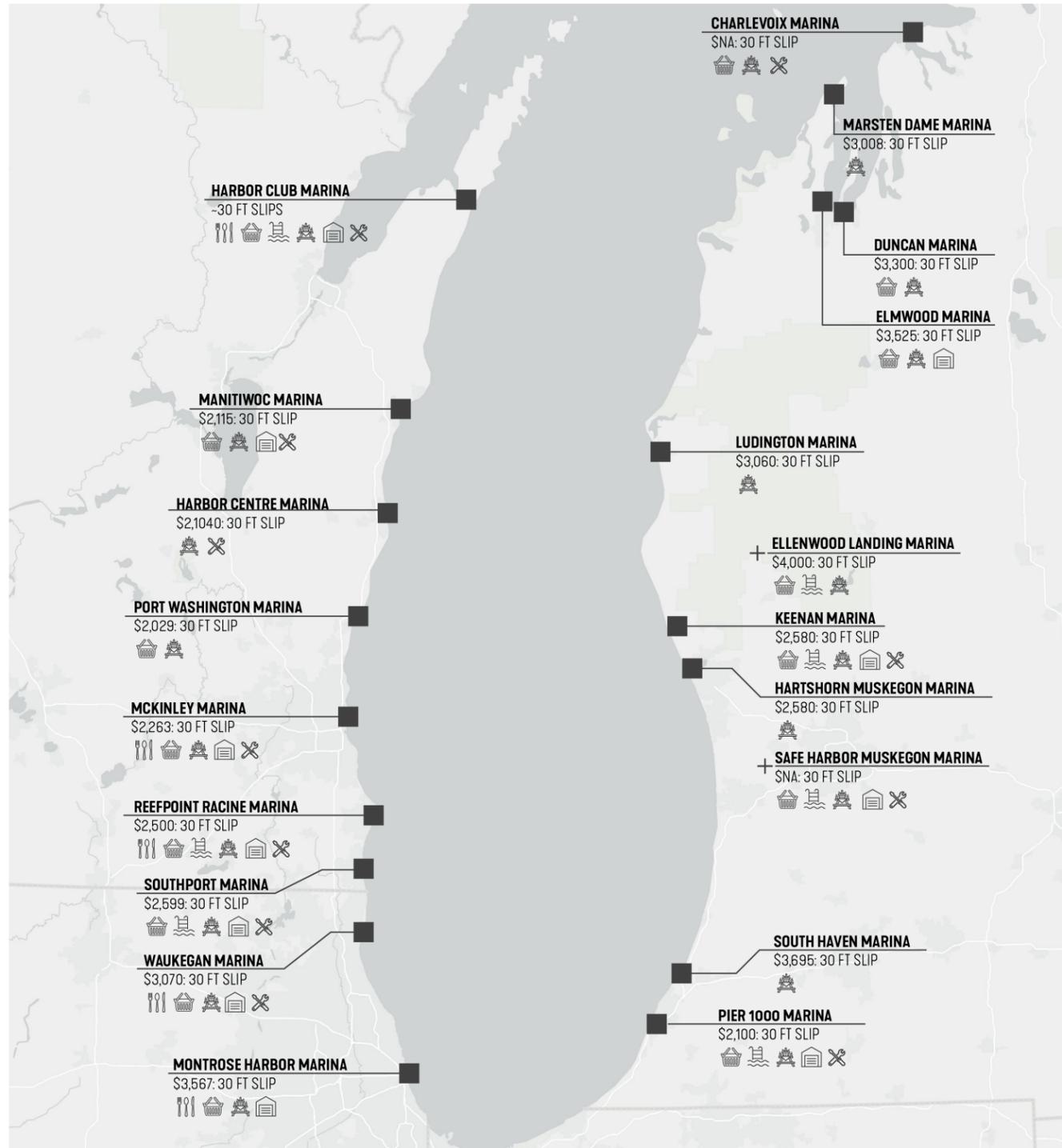
A marginal dock runs parallel to shore and connects the four docks together, providing shore access via gangways. The marginal dock includes a picnic area with grills for the boaters, along with a kayak storage and launching facility. In addition to the main dock areas, the marina also has a separate fuel and pump out dock.

The federal breakwater, constructed in about 1915 has deteriorated and suffers from siltation issues that have impacted the basin. The city does not have legal authority to fix the breakwater. It is not presently a priority for the Army Corps of Engineers to repair, and future marina plans will need to consider this influence.

## MARINA BUILDING

A three-story building which dominates waterfront sight lines houses marina offices, a boaters' lounge, laundry facilities, and restroom/shower spaces. Previously, a store and a bar operated in the building; however, those services were cut back when the city took over marina operations. The bar area on the upper floor is currently unused, while the store area on the first floor is used by Marina staff to provide coffee bar and other services to marina slip holders.

Maintenance of the building has been a challenge due to water intrusion and structural issues. In 2016 the City hired ZS to provide consulting services for structural inspections of the building. The inspections found evidence of major water damage including rot and sheeting delamination, and deficiencies in construction which increased the risk of further deterioration to the structure. Some items were addressed and repaired. The roof is currently in need of replacement. Repair of the existing structure, plus desired improvements would be significantly expensive, and the city may be better served by a new building.



SHEBOYGAN COUNTY SPRING 2003 AERIAL

AMENITIES

Marina amenities are crucial for attracting boaters to Harbor Center Marina. Harbor Centre Marina has historically offered the following amenities:

WINTER BOAT STORAGE

Storage was located outside in the marina parking lot, and vessels were shrink wrapped. Storage will be offered for the 2024-2025 winter season. The City is seeking future alternative storage sites.

POOL & HOT TUB

A heated pool and hot tub area has provided an upland space for slip renters. It was closed in 2024 by the City and there are no plans to reopen the pool or hot tub area.

MAINTENANCE

There are currently no on-site vessel maintenance services. Previously there have been some on-site maintenance services provided for a fee.

RESTAURANT & BAR

A bar was previously operated on the second floor of the marina building and currently is not being reopened.

STORE

A store was operated which provided souvenirs, ice cream, some boat parts, and other sundry items, however it was closed for the 2024 season. The space currently houses a coffee station and some small food/vending items.

DELAND PARK & NORTH SIDE BEACH

Deland Park has been the waterfront lawn of Sheboygan for decades. Spanning over 15 acres, it has hosted concerts, festivals, and holiday gatherings. Today the park features tennis and pickleball courts, the Lottie Cooper shipwreck, Richardson Shelter, Deland Community Center, Hmong Memorial, and several play spaces. These amenities are centered around a large open greenspace which plays host to community events throughout the year. A large parking lot separates the park area from the Marina and has been used for boat storage blocking views and access.

North Side Beach is often seen as independent of Deland Park. It features a playground, sand volleyball courts, and an aged bathhouse with restrooms and changing rooms. The beach is a premier Midwestern surfing destination and an important tourist attraction. Several groins to the north of the beach, though dilapidated, help support the wave action that makes this an attraction.

ROTARY PARK

Located along the riverfront boardwalk, Rotary Park is a hillside natural amphitheater with a focus on green space. At the top of bluff, a park shelter provides an overlook and the south shore of the river. The park is currently used to house smaller intimate events.

**LEGEND**

	RESTAURANT/BAR		PICNIC /GRILL AREA
	STORE		WINTER BOAT STORAGE
	POOL		ONSITE MAINTENANCE

MARINA AMENITIES MAP

Marinas around Lake Michigan offer the amenities noted above (based on readily available data public data).



SITE ANALYSIS

① DELAND BEACH HOUSE + OVERLOOK

Bathrooms are important for the beach users and surfing community. The structure is past its useful life. It's in an odd spot relative to the other improvements and the beach might be better served by a restroom farther north and a restroom with changing facilities and an outdoor shower in conjunction with future improvements.

② NORTHSIDE MUNICIPAL BEACH

The beach is highly valued and used. It is a regional surfing destination. The breakwater and groins to the north create an ideal wave climate for surfing. This use could be accentuated.

③ PLAYGROUNDS

Both of the playgrounds are past their useful life. A single playground with better accessibility is preferred. A destination structure could create a major draw adjacent to the park and beach.

④ DELAND PARK

Large open space is filled for large events, but there are fewer organizers and many of the events have fallen off. The space is also used by kites, as large flexible space and appreciated for its openness and views to water. Future improvements should consider space for large gathers and potential music, but be mindful not to compete with other nearby venues.

⑤ DELAND COMMUNITY CENTER

The building is utilized and well appreciated, but it's not very large, and there is demand for larger events. The building is not unique and could use modernization. It might be better served as part of a larger structure.

⑥ PARKING

The parking in front of the boat ramp fills regularly. There are traffic conflicts at the exit. In addition, the transition

between the two lots is awkward and might create better circulation and reduce traffic problems if the lots were connected and the exit shifted to the intersection, rather than mid-block.

The main parking lot rarely fills more than 70% outside of holidays and special events. YMCA users frequently fill the most adjacent spaces. The overall parking count could be reduced, but should be done with consideration for additional services that are being considered.

Currently, the parking lot is used for boat storage in winter months. It blocks much of the view and creates a perception that the marina is private. Boat storage is important to the users, but not the highest and best used for the public. The plan should consider adding a new boat storage location upriver that is convenient for boaters, but does not obstruct a key public use.

⑦ HARBOR CENTRE MARINA

Generally, there are extensive repairs needed to the existing building. The existing docks need replacement. There are challenges with basin sedimentation and ice damage. See Appendix for full report.

⑧ EXISTING PARK STRUCTURE

The structure is newer, but could be relocated if needed

⑨ TENNIS COURTS

The courts have settled and cracked enough that they probably need to be rebuilt rather than repaired. Based on current use patterns, they might serve more people setup for pickleball.

⑩ LOTTIE COOPER

The Shipwreck is deteriorating because of exposure to the elements. There have been some comments to move it. Explore protection and relocation with consideration that there were grant

dollars funding its current placement and there may be restrictions on relocation.

⑪ BROUGHTON DRIVE

Traffic calming is needed to reduce speed throughout corridor. Speeding is also a problem in the existing parking lot. Pedestrian safety, accessibility, wayfinding and connectivity should be incorporated. Portions of the drive have parallel parking, these could be expanded to a larger portion of the street.

⑫ FUEL DOCK + FISH CLEANING STATION

The fuel facilities should be updated. The adjacent fish cleaning station is sufficient, but has challenges backing up because of undersized utilities. The marina might be better served with a new facility and structure that combines both.

⑬ PENNSYLVANIA AVENUE

Pennsylvania Avenue ends in a prominent location that creates an opportunity for a destination space. Consider proximity to and needs for the Yacht club and Coast Guard.

⑭ ROTARY PARK

The park is used for special events including the 4th of July. The shelter is underutilized and needs repairs. A new shelter could provide a better destination and more useable space. Food trucks could double with Blast to provide a summertime destination.

The park would make an ideal paddle craft access, but needs considerations for parking and accessibility.

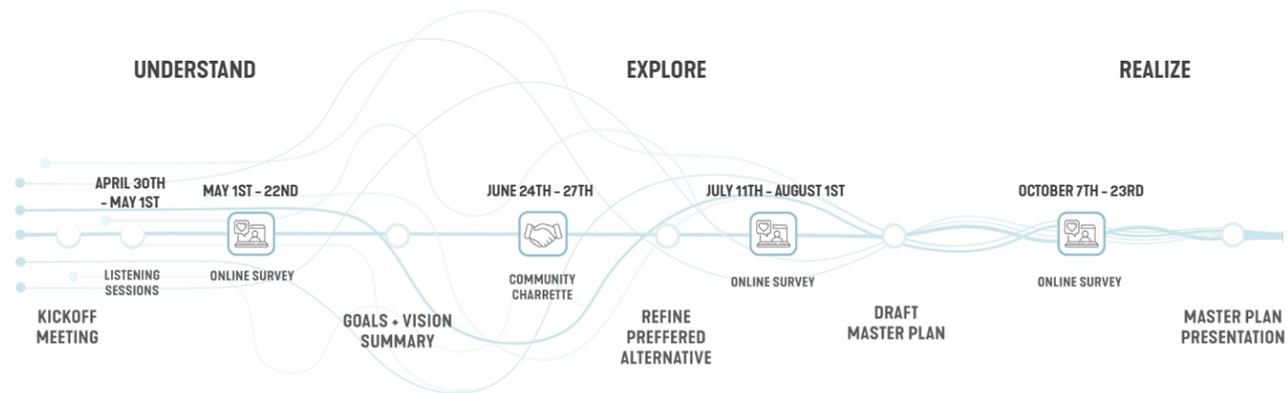


# COMMUNITY ENGAGEMENT

## COMMUNITY ENGAGEMENT PROCESS

The master plan was developed based on feedback from the City of Sheboygan Leadership team, key stakeholders and public input which included live meetings, a four-day charrette on-site and three

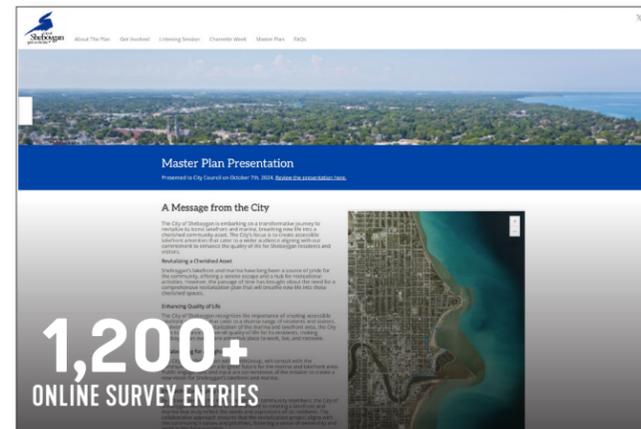
online input sessions. Individual stakeholder groups included business leaders, neighborhood groups, charter fishermen, and active recreation and young professionals.



### PUBLIC LISTENING SESSION

April 30, 2024

The listening session was an introduction of the project to the community and a way to gather baseline information.



### PROJECT WEBSITE

Launched April 2024

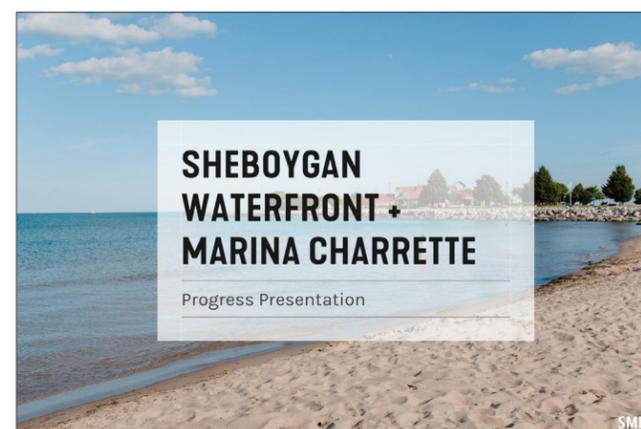
The team launched the website as a resource for the community to keep track of the project throughout all of its phases.



### DESIGN CHARRETTE

June 24th- 27th

The charrette information was shared in an online survey and additional feedback was requested for design priorities.



### COUNCIL PRESENTATION

October 7, 2024

The Master Plan was Presented to City Council on October 7th, 2024.

# COMMUNITY FEEDBACK

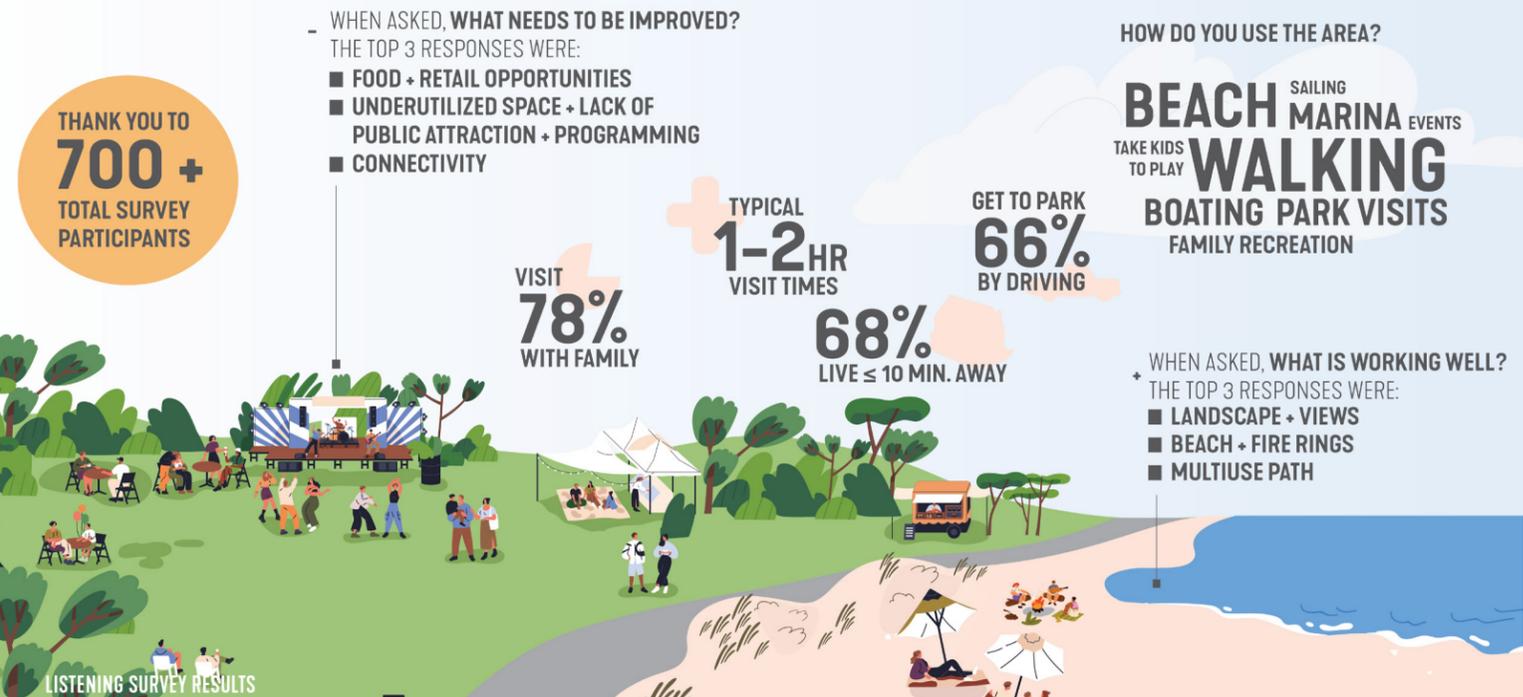
**AN ASSET FOR ALL**

**MOSAIC OF LANDSCAPES**

**COMMUNITY MAGNET**

## KEY TAKEAWAYS FROM LISTENING SESSION

- An Asset For All: the community wants a public space for everyone to enjoy
- Mosaic of Landscapes: everyone loves the natural areas, such as the beach, and they must remain to balance the creation of other pocket landscapes serving diverse needs.
- Community Magnet: the waterfront should be a place that draws people in, local and tourist alike, and represents the spirit of Sheboygan.



CHARRETTE DESIGN OPTION ONE



CHARRETTE DESIGN OPTION TWO



CHARRETTE DESIGN OPTION THREE

Design Sketches

Charrette attendees reviewed and provided feedback on sketches to inform a preferred concept.

# PREFERRED ALTERNATIVE SKETCH

NORTH ↑



## PREFERRED ALTERNATIVE

Item 23.

### Design Sketches + Plan

The sketches were refined into a composite preferred alternative that evolved into the master plan.



NORTH POINT BEACH

# MASTER PLAN

The Deland Park and Marina Plan focuses on maintaining key infrastructure, enhancing existing park features and providing new amenities to expand year-round use. The overall plan is guided by key goals and design priorities that will drive future decisions for the waterfront and inform the design of individual components over time.

## COMMUNITY GATHERING & RECREATION

Expand the park offerings to create a year-round destination that serves daily use, flexes for large events and creates opportunities for residents and visitors to use the park.

## ECONOMY AND EDUCATION

Create tourism opportunities that leverage the waterfront that could include education, art, concessionaire spaces for a restaurant or bar, flexible, rentable space

## LAKEFRONT AMENITIES

Protect, repair and enhance the Marina, provide essential services and management with flexibility for vendor spaces. Provide amenities to support local slip holders and attract boaters from other communities. Provide opportunities to support charter fishing, boat and paddle craft rentals. Seek boat storage alternatives off-site.

## ECOLOGICAL FUNCTIONS

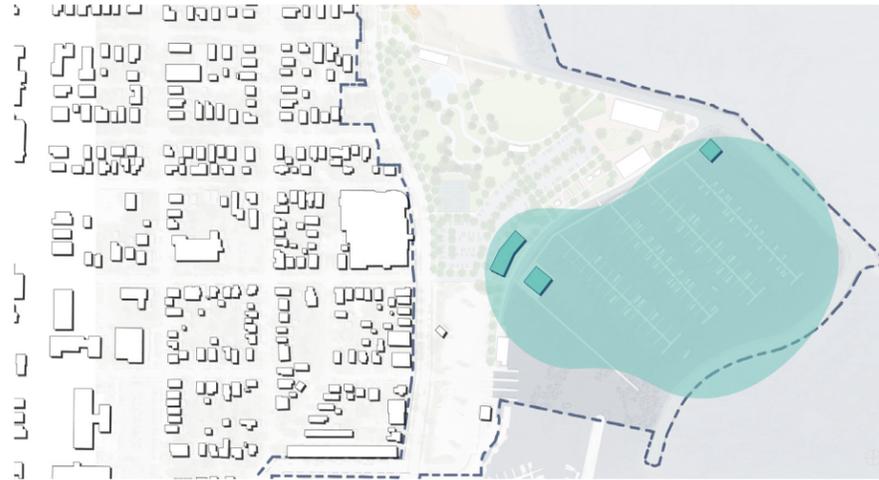
Provide enhancements to support habitat and water quality, embrace the natural character for the beach and shoreline, provide clean marina facility, consider WEDG certification.

## CONNECTIVITY

Improve trails and wayfinding for an intuitive multimodal experience, right size parking and introduce traffic calming measures to connect the park with the downtown and local businesses and enhance pedestrian safety

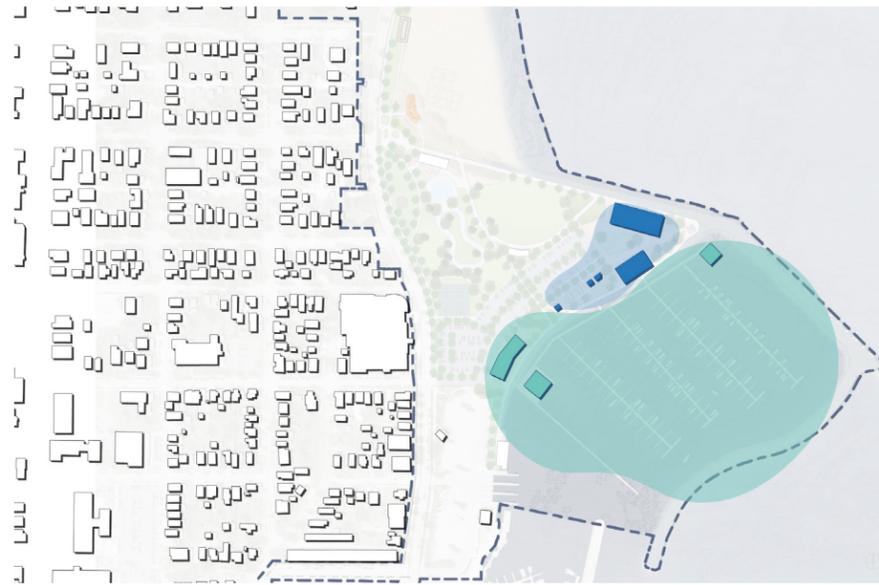


# PLAN ORGANIZATION



## MARINA & WATER BASED IMPROVEMENTS

Replace the docks with a new system and incorporate a wave attenuator, consolidate marina services in a new building and add new boater facilities.



## DESTINATION PROMENADE

Add a new promenade and two buildings to the point focused on concession space such as a restaurant and event rentals.



## PARK AMENITIES

Maintain a large open green space and add improvements to support 4 season use including a new playground and park pavilion, ice ribbon and shade structure.

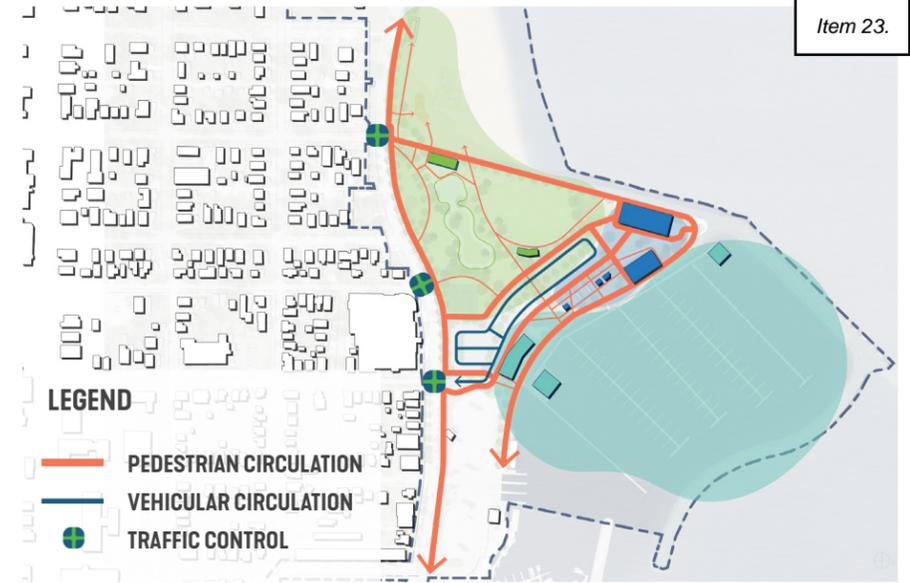
## ENHANCE CIRCULATION & SAFETY

Improve pedestrian circulation and signage within the park and provide complete street improvements to Broughton Drive

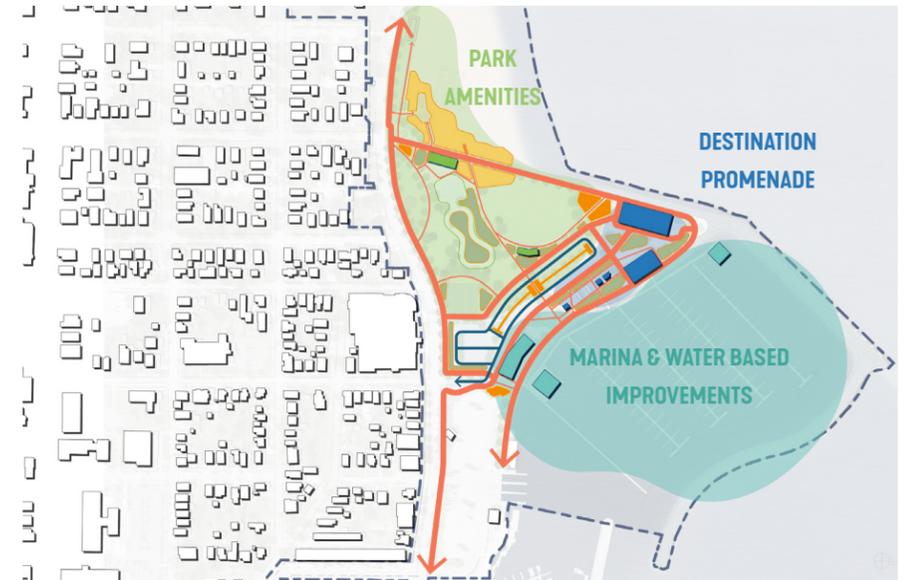
## INTEGRATE LANDSCAPE

Expand the existing dunes, provide stormwater management areas and native planting to enhance the lakeside character and habitat of the park.

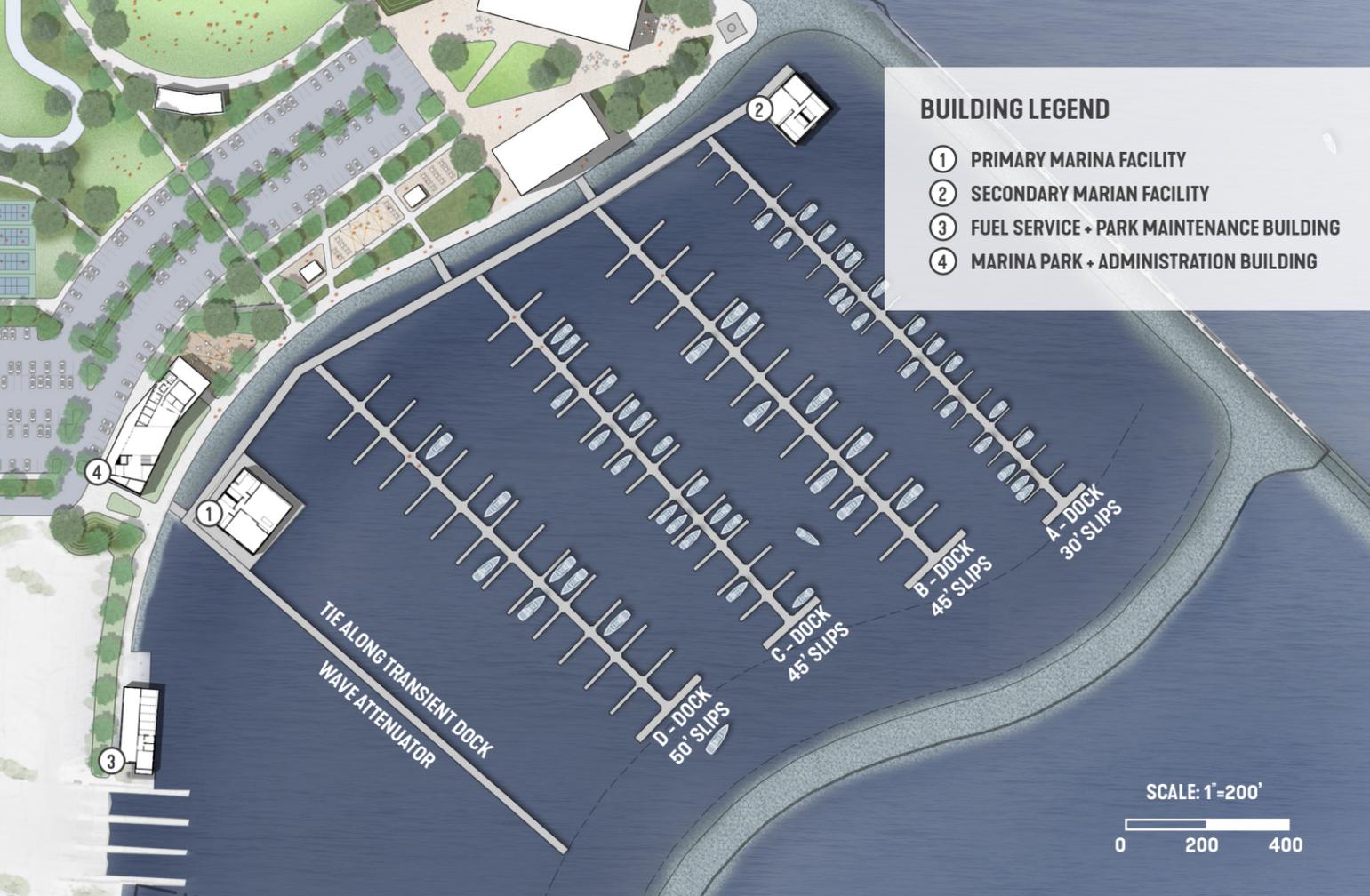
## OVERALL



Item 23.







Item 23.

# MARINA

The future marina will replace the existing docks, offer new accommodations for boaters, and feature a new administration building. Additionally, it will update the fuel service facilities and integrate them with park maintenance. Individual components are described in more detail on the following pages.

## DOCK SYSTEMS

A new dock system will include 194 permanent wet births, with the possibility of 40 additional transient slips. The docks will be connected to a marginal dock running parallel to the shoreline just off the armor stone revetment. Three gangways will link the marginal dock to the landside promenade area. The docks will be organized into a parallel series of double slips ranging in size from 30 to 50 feet in length. At the end of each dock a T-head dock will allow larger vessels to dock broadside. Additionally, a wave attenuator dock will provide transient slipping and reduce the wave height within the marina area.

The docks should be designed and constructed using aluminum or steel and moored through a combination of pilings and anchor chains to minimize wave loading and improve protection from ice damage. One piling per slip is provided in the plan. During final design, it is prudent to explore a combination of methods to provide the most secure mooring at the right cost.

## DOCKSIDE UTILITIES

Water and electrical service will be upgraded and provided through dockside utility centers (DUCs). Each double-well berth will have one DUC at its center. Electrical service to the slips should be designed so the right amp service is available for each slip. Smaller slips may only require single 30-amp service while larger slips may require dual 30-amp or single 50-amp service.

## MARINA SUMMARY

### 1 NEW DOCKS

- Wave Attenuator
- Slip Mix: 30'-50' + Flexible Tie Along Dockage
- Dock Construction

### 2 MARINA FACILITY BUILDINGS

- Primary Building 3,000 SF Footprint
- Secondary Building 1,600 SF Footprint

### 3 FUEL SERVICE + PARK MAINTENANCE BUILDING

- 2,900 SF Footprint

### 4 MARINA ADMINISTRATION + PARKS BUILDING

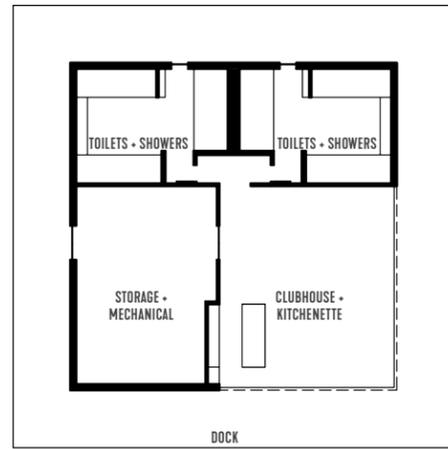
- 8,000 SF Footprint
- 1,100 SF Covered Outdoor Boater's Patio
- 550 SF Upper Level Outdoor Terrace

## FLOATING MARINA BUILDINGS

Two floating buildings are proposed to reduce the on-land footprint of marina amenities and provide the slip holder community with easier access to restrooms, laundry, and clubhouse space. The larger building will be located near the main entrance gateway, adjacent to the wave attenuator dock. This building will offer clubhouse space, restrooms/showers, and storage space. The platform for this floating building will also provide room for outdoor seating around the building. On the northern end of the marginal dock, near A dock, the second floating building will provide approximately 1,600 square feet of restroom and clubhouse space

## FUEL SYSTEM & SANITARY SYSTEM

Upgrades and replacements will be made to the fuel dock area, including new fuel equipment and sanitary pump out facilities. All components, including the fuel storage tanks will be replaced. The existing building at the fuel dock will be torn down and replaced with a new building to house the equipment for the fuel and sanitary pump out as well as additional space for park maintenance staff. Additionally, a larger fish cleaning station and sanitary line will be added to replace the existing station.

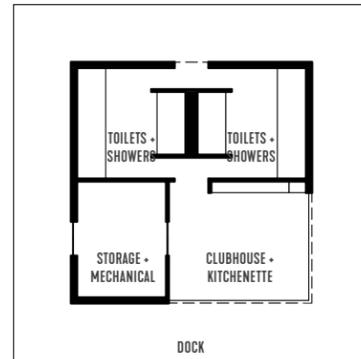


MARINA FACILITIES  
NORTH ↗ 1/32" = 1'-0"

**MARINA FACILITIES**

Primary Building Program

- 3000 SF Total Footprint
- 1100 SF Restrooms + Shower Facilities (4 shower stalls each, 10 toilet fixtures each)
- 1000 SF Clubhouse + Kitchenette

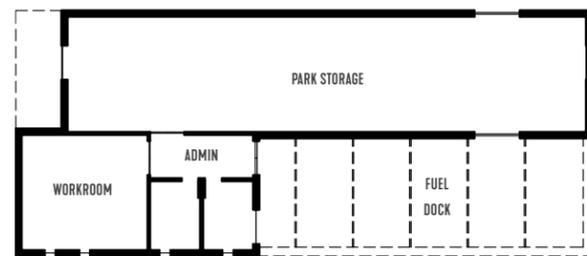


MARINA FACILITIES  
NORTH ↗ 1/32" = 1'-0"

**MARINA FACILITIES**

Secondary Building Program

- 1600 SF Total Footprint
- 790 SF Restrooms + Shower Facilities (3 shower stalls each, 5 toilet fixtures each)
- 500 SF Lounge + Vending
- 315 SF Storage + Mechanical Space

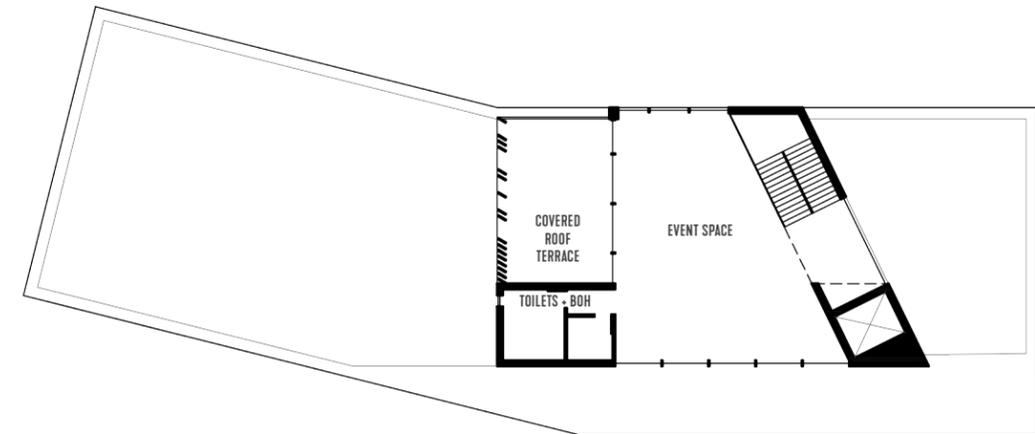


MAINTENANCE & FUEL STATION  
NORTH ↗ 1/32" = 1'-0"

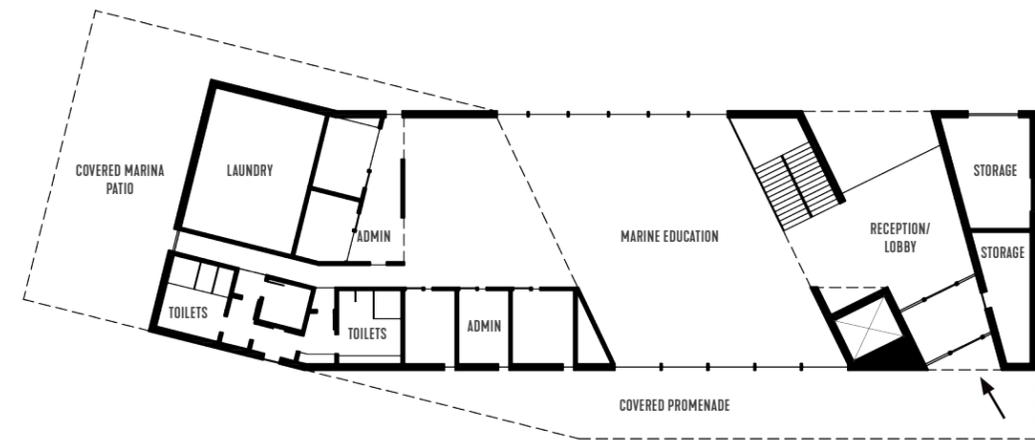
**MAINTENANCE & FUEL STATION**

Program

- 2900 SF Total Footprint
- 500 SF Workroom
- 1800 SF Park Storage
- 200 SF Office
- Fuel Dock Stations



PARK ADMINISTRATION BUILDING UPPER LEVEL 1/32" = 1'-0"



PARK ADMINISTRATION BUILDING LOWER LEVEL  
NORTH ↖ 1/32" = 1'-0"

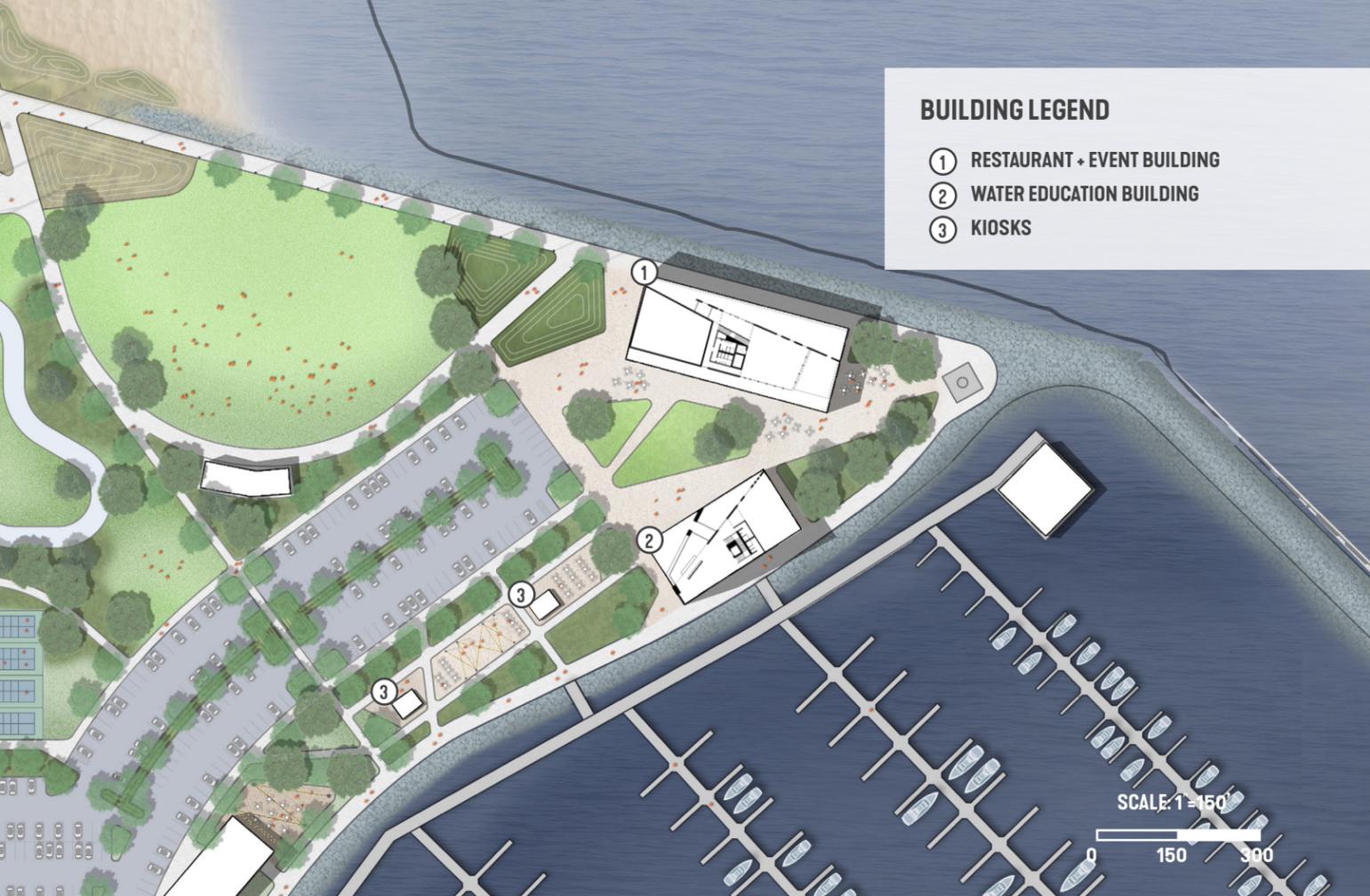
**MARINA ADMINISTRATION + PARKS BUILDING**

Design Concept

This building serves as the gateway to the Marina. The first level consists of the marine education center, administrative offices, public restrooms, and laundry facilities for the marina. Large openings offer expansive views from both inside and outside of the building, creating a visual connection that draws pedestrians from the parking lot through to the shoreline promenade. Nestled just north of the building, the roof overhangs a gated outdoor space for the boating community with direct access to laundry facilities and marina amenities. An event space on the upper level provides unobstructed views of the park, marina, and Lake Michigan, an iconic Sheboygan experience that will attract both community members and tourists.

**MARINA ADMINISTRATION + PARKS BUILDING**  
Program

- 8000 SF Total Footprint
- 550 SF Restrooms (accessible from exterior)
- 2500 SF Marine Education
- 800 SF Administration Offices
- 500 SF Laundry (accessible from outdoor boater's patio)
- 430 SF Storage (250 SF accessible from exterior only)
- 1100 SF Covered Outdoor Boater's Patio
- 1300 SF Upper Level Event Space (interior)
- 550 SF Upper Level Outdoor Terrace



**BUILDING LEGEND**

- ① RESTAURANT + EVENT BUILDING
- ② WATER EDUCATION BUILDING
- ③ KIOSKS



**PROMENADE + POINT SUMMARY**

- |   |   |   |
|---|---|---|
| <p>① RESTAURANT + EVENT BUILDING</p> <ul style="list-style-type: none"> <li>■ 8,500 SF In/Outdoor Restaurant</li> <li>■ 2,500 SF Event Space</li> </ul> | <p>② WATER EDUCATION BUILDING</p> <ul style="list-style-type: none"> <li>■ Visitor Education Center, Retail, + Storage</li> <li>■ 9,900 SF Footprint</li> </ul> | <p>③ KIOSKS + FLEX GATHERING PARK</p> <ul style="list-style-type: none"> <li>■ 300-500 SF Kiosk Park</li> </ul> |
|---|---|---|

# PROMENADE + POINT

A promenade will replace the former marina building and part of the parking along the marina’s edge to create a multi-season destination space. This four-season area will feature a series of public facing and pedestrian scale spaces to activate the water’s edge. Connected pathways will allow visitors to stroll and enjoy views of the boats moored in the marina. Along the pathway, small areas for informal gatherings will allow for escaping the sun and taking a break. Two small kiosks will offer potential for rental or food options and two focal buildings will create a prominent destination.

**THE PROMENADE**

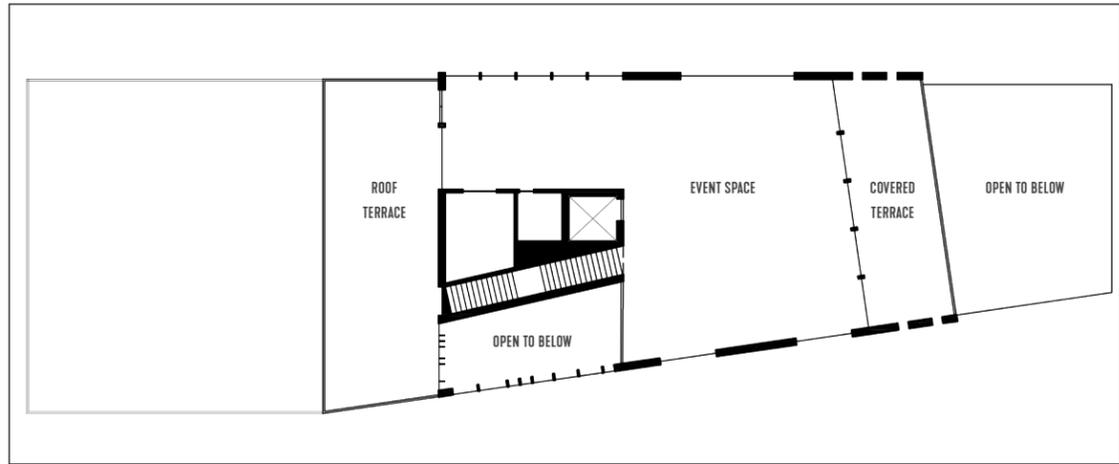
The promenade spaces will include flexible plaza areas with mixed seating accommodating a range of event sizes. These spaces will be small enough to feel comfortable for a few people yet have sufficient flexibility and circulation to support larger events.

Two kiosks will provide shade and storage opportunities, offering vendors the option to rent the spaces. Power hookups, like those at the dock station, will be available at the kiosks and in the plaza providing options for food trucks or other events. Unique lighting and furniture should be incorporated to create a one-of-a-kind Sheboygan experience for residents and visitors.

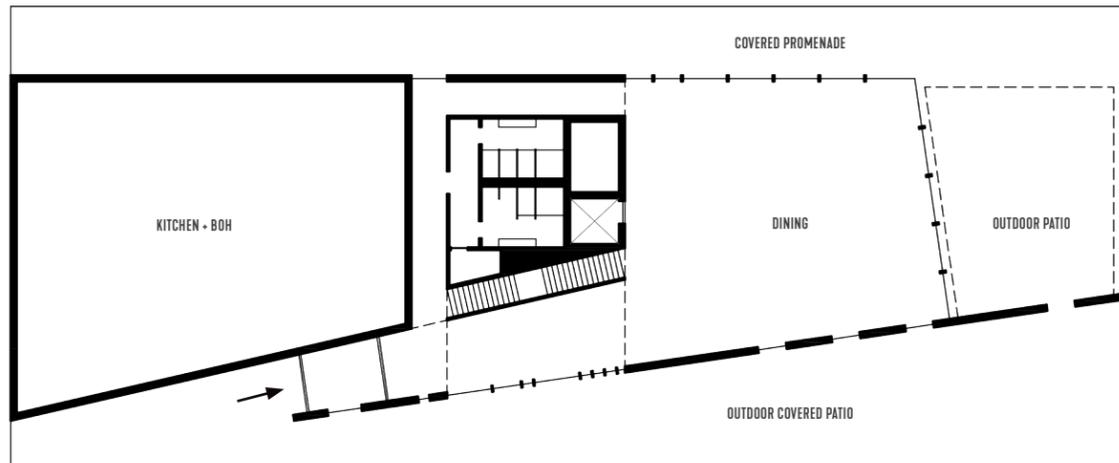
**THE POINT**

Two buildings at the point will create a public oriented destination with indoor and outdoor gathering spaces. The first building will accommodate a vendor operating a bar and restaurant on the first floor with rentable event space on the second floor. The building will include an occupiable rooftop and be surrounded by flexible outdoor seating spaces.

The second building is envisioned as a potential water education building and may include administration offices, a visitor education center and additional concessioned retail space. The buildings buffer winds and shapes inviting pedestrian gathering spaces at the point.



RESTAURANT UPPER LEVEL 1/32" = 1'-0"



RESTAURANT MAIN LEVEL 1/32" = 1'-0"

NORTH ↗

**RESTAURANT + EVENT BUILDING**

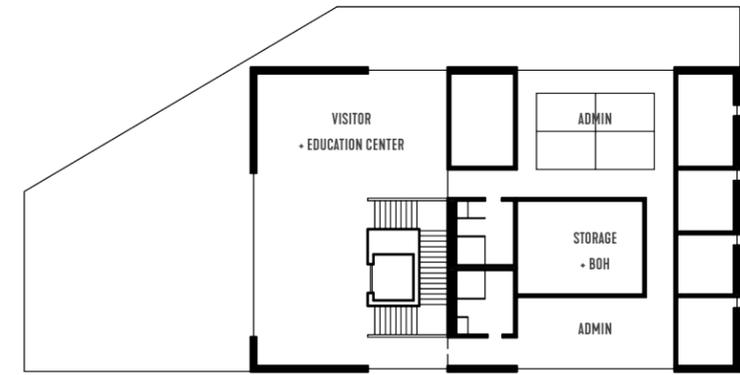
**Design Concept**

Located at the Northeast point of the park, the building serves as a destination for pedestrians and community members seeking an unobstructed view of Lake Michigan and Deland Park. The first floor is designed to accommodate a 160 seat restaurant and bar with ample space for outdoor dining opportunities. The second floor offers an event space with a rooftop patio overlooking Lake Michigan

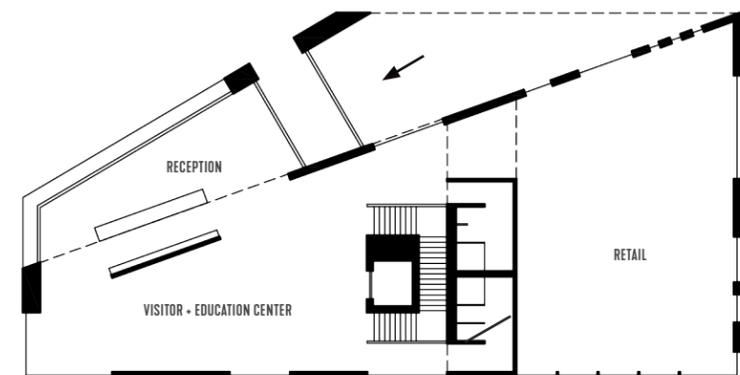
**RESTAURANTS**

**Program**

- ~11,000 SF Total Building
- 3400 SF Kitchen + Back of House
- 680 SF Restrooms
- 3000 SF Dining/Bar Lounge
- 1500 SF Outdoor Roof Terrace
- 2500 SF Upper Level Event Space (125-150 person. Banquet seated event OR 300 person cocktail event)
- 2400 SF Covered Outdoor Space
- 1100 SF Outdoor Shaded Patio

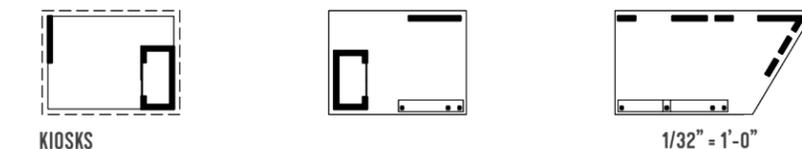


WATER EDUCATION BUILDING: UPPER LEVEL 1/32" = 1'-0"



EDUCATION BUILDING: MAIN LEVEL 1/32" = 1'-0"

NORTH ↗



KIOSKS NORTH ↗

**KIOSKS**

**Design Concept**

Located along the promenade, the open air shelters create an opportunity for rentable kiosks that can rotate weekly or seasonally to host vendors and events. They are conveniently equipped with power and water suitable for a variety of uses.

**WATER EDUCATION BUILDING**

**Program**

- 9900 SF Total Footprint
- 4000 SF Visitor Education Center
- 1600 SF Administration Offices
- 1000 SF Restrooms + Storage
- 2000 SF Retail

**WATER EDUCATION BUILDING**

**Design Concept**

The water education building is located adjacent to the restaurant building. The two buildings are strategically positioned to create a defined plaza space that protects against the harsh winds blowing off the lake while framing views to the marina and horizon beyond. The building offers space for retail, a visitor center, and administrative services related to the visitor and education center.

**KIOSKS**

**Program**

- 300-500 SF Open Air Kiosks/Stalls



VIEW OF THE PROMENADE LOOKING NORTH



RESTAURANT • EVENT BUILDING AT THE POINT LOOKING EAST



# UPLAND PARK AMENITIES

Deland Park is an important open space near the water for a variety of community activities including large gatherings. A green space larger than a football field will be preserved, while additional amenities are proposed around the perimeter to create varied, four-season recreational opportunities.

The plan incorporates several existing features. The Hmong memorial will remain but will be framed with a walkway and trees to define the space. The plan

recommends exploring an option to relocate the Lottie Cooper near the beach at the site of the existing bathhouse, which will be removed. The ship should also receive additional weather protection to preserve it. The existing beach volleyball will remain and access between the park and beach will be enhanced. The existing tennis courts will be rebuilt and lined for pickleball. An additional restroom will be provided north of the beach.



Item 23.

## UPLAND PARK SUMMARY

- ① **GATEWAY PAVILION**
  - 4500 SF Total Footprint (including overhang)
  - Restrooms, concessions, and interior gathering space
- ② **SHADE PAVILION**
  - 2300 SF Open Air Shade Structure
- NORTH BEACH RESTROOM**
  - 175 SF Restrooms (2 single occupancy toilets)
  - 3 outdoor showers

Additional, more detailed features include:

### ICE RIBBON & SPLASH PLAY

An ice-ribbon with a cooling system will provide a 4-season destination. During the winter months, it will be cooled by a glycol system that extends the season of skateable days. In warmer months, the ribbon can be used for roller blading or roller skating, and the railings will be removed from the 'pool' area, which will operate as a flexible splash plaza.

### GATEWAY PAVILION

A pavilion structure will serve a variety of users. Strategically located between the beach and park, it creates a welcoming gateway, houses the cooling and pumping facilities for the ice ribbon and splash play, provides vendor space for rentals and incorporates restrooms and changing facilities to support the ribbon, plaza, and playground users. Outdoor cleaning stations will also serve the beach users and surfing

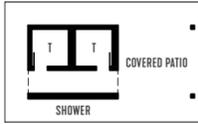
community. The building is nestled in an expansion of the dunes to integrate it with the landscape and provide wind protection to buffer the beach and splash areas.

### PLAYGROUND

The existing playgrounds are proposed to be replaced with a single, destination play structure with a unique Sheboygan themed appearance. The play structure should enhance accessibility for users and include a range of adjacent seating options for parents.

### LANDSCAPE IMPROVEMENTS

Landscape improvements for the park should consider viewsheds and maintenance considerations and should include native vegetation that improved lakeside habitat. The plan incorporates additional dune areas as well as flow-through planters and sweeps of native grasses.

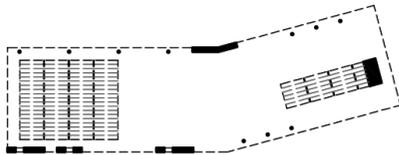


RESTROOM 1/32" = 1'-0"

NORTH ↑

### NORTH BEACH RESTROOMS Design Concept

Located at the north end of the beach, this building offers restrooms and outdoor rinsing stations for the convenience of beach goers

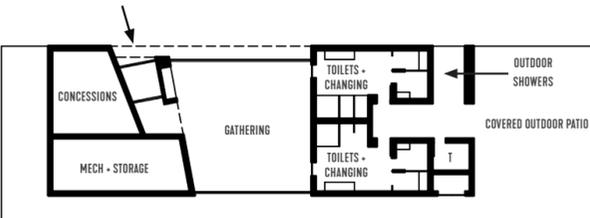


SHADE STRUCTURE 1/32" = 1'-0"

NORTH ↑

### SHADE PAVILION Design Concept

The shade pavilion serves as a backdrop to the large open green space, offering a covered space for small outdoor events and daily picnics in the park. The roof spans a space large enough to host a variety of events



GATEWAY PAVILION 1/32" = 1'-0"

NORTH ↑

### GATEWAY PAVILION Design Concept

The Gateway Pavilion serves as a connection between the beach and park. Inspired by the surrounding sand dunes, the large undulating roof overhangs a patio space that overlooks both the beach and splash pad/ice skate ribbon, offering shade and protection from the elements for year-round activity.

### NORTH BEACH RESTROOM Program

- 175 SF Restrooms (2 single occupancy toilets)
- 500 SF Covered Space
- 3 Outdoor Shower Rinse Fixtures

### SHADE PAVILION Program

- 2300 SF Open Air Shade Structure

### GATEWAY PAVILION Program

- 4500 SF Total Footprint (including overhang)
- 600 SF Restroom & Changing Rooms: 3 fixtures each & 1 single occupancy family restroom
- 12 LF Outdoor Shower Fixture
- 750 SF Interior Gathering Space
- 280 SF Concessions & Cafe Servery
- 350 SF Mechanical Storage
- 1000 SF Outdoor Covered Patio

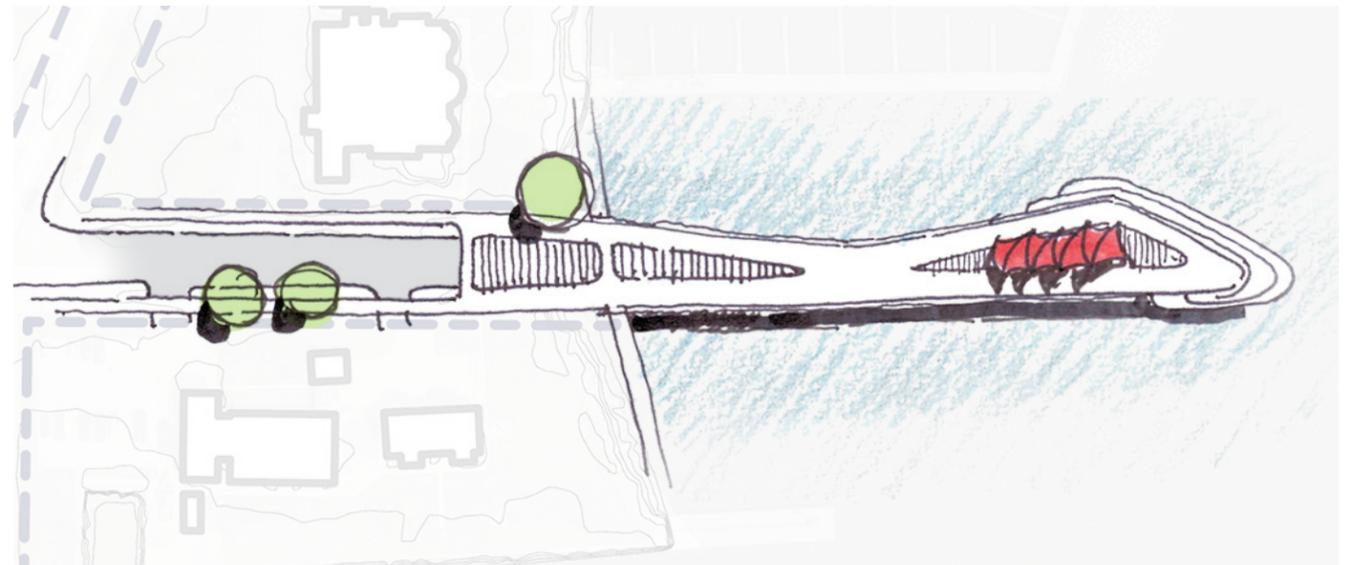






**PENNSYLVANIA AVENUE PIER**

Pennsylvania Avenue is a prominent thoroughfare with a direct connection to the water, offering an opportunity to create a destination pier. The structure will extend several hundred feet into the water, creating a dramatic photo moment for visitors while helping to mitigate debris flowing from the Sheboygan River into the harbor. Building the structure would require an agreement with the City, Yacht Club, and Coast Guard to provide a mutually beneficial amenity.



**PENNSYLVANIA PIER**

Proposed

## ROTARY PARK

Rotary Park is valued for its shaded greenspace and hillside views to the water. To maintain the park's essence, changes will focus on updating the shade structure at the top of the hill and adding a small concessionaire kiosk for kayak rentals, a livery and an accessible kayak launch. The existing shade structure at the top of the hill will be replaced with a new, open-air structure with a more flexible layout that provides better gathering space and a shaded area to take in the views of the lakefront. Utility hookups for food trucks are recommended at the street to create destination space that works in concert with Blast Soft Serve across the street. Additional improvements should also be considered in improving accessibility between Pennsylvania Avenue and the Riverfront.

Item 23.





# IMPLEMENTATION

## OPINION OF PROBABLE CONSTRUCTION COST

An Opinion of Probable Construction Cost (OPCC) was created to focus on the large-scale elements, aiding discussions on budgeting and funding opportunities. At the Master Plan level, costs are estimated based on general assumptions and compared to known similar project sizes. To account for these general assumptions and uncertainty in both project detail and timeline, a contingency of 30% has been included.

## FUNDING OPPORTUNITIES

Project funding is often the biggest hurdle in translating a master plan into constructed elements. Many opportunities exist to support realization of the Master Plan, including public and private project partners, local development dollars, and grant funding sources. Grants can provide a significant source of funds to bridge gaps between available funds and project budgets. A grant matrix highlights grant opportunities, their typical funding limits, and the typology of elements they typically fund. In addition to grants, other opportunities for funding include public private partnerships to bring vendors or other users to Deland Park facilities.

## PHASING

A recommended approach to phasing follows a logical progression, beginning with the marina basin and then moving to the promenade and park upland. Ancillary projects, including Broughton Drive, Pennsylvania Pier and Rotary Park will follow. Many of the improvements in the plan provide opportunities for augmented funding, through State or Federal Grant Programs, partnerships or philanthropic investment. The phasing plan provides a general framework to consider relationships, but funding availability may inform modifications to the proposed approach.

### PHASE 1A MARINA & PROMENADE

### PHASE 1B ROTARY PARK

### PHASE 2 PARK & UPLAND

### PHASE 3 PROMENADE BUILDINGS

### PHASE 4 PENNSYLVANIA PIER

## OPINION OF PROBABLE CONSTRUCTION COST

Item 23.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST
<b>SITE PREPARATION &amp; INFRASTRUCTURE</b>					
	Site Preparation and Demolition	1	LS	\$ 1,500,000	\$ 1,500,000
	Mobilization	1	LS	\$ 2,500,000	\$ 2,500,000
	Site Water Service	1	LS	\$ 100,000	\$ 100,000
	Site Electrical Service and lighting	1	LS	\$ 2,250,000	\$ 2,250,000
	Site Sanitary Sewer	1	LS	\$ 300,000	\$ 300,000
	Site Stormwater	1	LS	\$ 75,000	\$ 75,000
<b>Subtotal:</b>					<b>\$ 6,725,000</b>

<b>MARINA</b>					
	Marina and Admin Building	8,000	SF	\$ 600	\$ 4,800,000
	Fuel Service and Park Maintenance Building	2,900	SF	\$ 400	\$ 1,160,000
	Docks	36,210	SF	\$ 75	\$ 2,715,750
	Wave Attenuator Dock	6,225	SF	\$ 150	\$ 933,750
	Floating Marina Buildings	4,676	SF	\$ 500	\$ 2,338,000
	Floating Marina Buildings Platform	14,465	SF	\$ 75	\$ 1,084,875
	Piling	240	EA	\$ 5,000	\$ 1,200,000
	Gangways (1-60ft ADA, 3-35')	1	LS	\$ 95,000	\$ 95,000
	Dredging	1	LS	\$ 375,000	\$ 375,000
	Fuel System Replacement	1	LS	\$ 350,000	\$ 350,000
	Pumpout	1	LS	\$ 35,000	\$ 35,000
	North Sand Deposit Stone Cover	1000	TON	\$ 110	\$ 110,000
<b>Subtotal:</b>					<b>\$ 15,197,375</b>

<b>PROMENADE</b>					
	Pathways	170,886	SF	\$ 10	\$ 1,708,860
	Kiosks	870	SF	\$ 300	\$ 261,000
	Parking Lot	10,095	SY	\$ 35	\$ 353,325
	Restaurant and Event Building	12,000	SF	\$ 700	\$ 8,400,000
	Water Education Building	9,900	SF	\$ 700	\$ 6,930,000
	Plantings	1	LS	\$ 75,000	\$ 75,000
<b>Subtotal:</b>					<b>\$ 17,728,185</b>

<b>GATEWAY PLAZA, PARK SPACE, AND BEACH</b>					
	Plaza Building	4,500	SF	\$ 500	\$ 2,250,000
	Ice Ribbon	1	LS	\$ 1,500,000	\$ 1,500,000
	Splash Pad	1	LS	\$ 650,000	\$ 650,000
	Pickleball Courts	8	EA	\$ 30,000	\$ 240,000
	Lottie Cooper Move and New Site	1	LS	\$ 750,000	\$ 750,000
	North Beach Restroom Building	1,000	SF	\$ 400	\$ 400,000
	Play Ground	1	LS	\$ 1,250,000	\$ 1,250,000
	Plantings	1	LS	\$ 150,000	\$ 150,000
	Shade Structure	2,300	SF	\$ 500	\$ 1,150,000
<b>Subtotal:</b>					<b>\$ 8,340,000</b>

<b>ROTARY PARK</b>					
	Kayak Launch	1	LS	\$ 10,000	\$ 10,000
	Concessionaire Kiosk	100	SF	\$ 300	\$ 30,000
	Shelter	1000	SF	\$ 500	\$ 500,000
<b>Subtotal:</b>					<b>\$ 540,000</b>

<b>PIER AT PENNSYLVANIA</b>					
	Pier	1	LS	\$ 3,500,000	\$ 3,500,000
<b>Subtotal:</b>					<b>\$ 3,500,000</b>

<b>PROJECT SUBTOTAL</b>					<b>\$ 52,030,560</b>
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<b>ADDITIONALS</b>					
1	MOBILIZATION - 5%				\$ 2,601,528.00
2	CONSTRUCTION CONTINGENCY 30%				\$ 15,609,000
3	DESIGN & PERMITTING CONTINGENCY 20%				\$ 10,406,000
<b>Subtotal:</b>					<b>\$ 28,616,528</b>

<b>PROJECT TOTAL</b>					<b>\$ 80,647,088</b>
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POTENTIAL GRANT FUNDING OPPORTUNITIES: HARBOR CENTRE MARINA & DELAND PARK

PROGRAM	PHASES				FUNDS AVAILABLE	SOURCE	MATCH	APP. DUE DATE	AWARD DATE
	ACQUISITION	PLANNING	DESIGN & ENGINEERING	CONSTRUCTION					
<b>TRAILS</b>									
Congestion Mitigation and Air Quality Fund (CMAQ)	X	X	X	X	Varies	Federal (US DOT)	20% match	Spring 2021 (every other year)	2021 (every other year)
Knowles-Nelson Stewardship Grant	X			X	Varies, typically up to \$250,000	WIDNR	50%	1-May	6 to 18 months post application
<b>MARINA/BOATING</b>									
Boating Infrastructure Grant		X	X	X	Up to \$1,500,000	WIDNR (Federal)	25%-50% Match	June 1, Annually	9-12 Months after Application
Recreational Boating Fund		X	X	X	Varies, typically up to \$250,000	WIDNR	50%	June 1, or September 1	
Pumpout Station Fund (Clean Vessel Act)				X	award based on funding	WIDNR	25%	September 1, Annually	
Sportfish Restoration-Boat Access		X	X	X	award based on funding	WIDNR	50%	February 1, Annually	
Harbor Assistance Program				X	award based on funging, upto 80% of eligible project costs	WIDOT	20%	Aug 1, Annually	
<b>GREEN INFRASTRUCTURE AND RESILIENCE</b>									
NFWF Sustain Our Great Lakes				X	Approximately \$200,000	Federal	Not required, but encouraged	February, Annually	September / October, Annually
Great Lakes Commission's Great Lakes Sediment and Nutrient Reduction Program			X	X	Up to \$200,000 (watershed), \$50,000 for site-specific projects	Federal	25% non-Federal, including in-kind donations	May, Annually	October, Annually
National Coastal Resilience Fund		X	X	X	Approximately \$250,000	Federal (NFWF)	No match required	April (Pre-App): May (Full-App by invitation)	October, Annually
Fund For Lake Michigan		X	X	X	Varies		25%-50%	Quarterly (Mar, June, Oct, and Dec)	3-6 Months After Application
Coastal Management Program		X	X	X	up to \$100,000	WDOA	50% <\$60k, 60% >\$60k	Nov 1, annually	Spring
Army Corps of Engineers Planning Assistance to States (PAS)		X			Varies	Federal	1:1 non-Federal	Rolling	Rolling
Urban Nonpoint Source and Storm Water Management Grant		X	X	X	up to \$150,000	WIDNR	50%	April 15, Annually	
<b>ECOLOGY / HABITAT</b>									
US Fish and Wildlife Service Midwest Coastal Program			X	X	Approximately \$200,000	Federal	Not required, but encouraged	March, Annually	July, Annually
<b>DEVELOPMENT</b>									
Community Development Block Grant (CDBG)				X	Varies by community / entitlements	Federal	No match required	N/A	Annual allocations recieved February, annually
Pay For Success	X	X	X	X	Varies	Private / Public Partnership	Investment to study funding feasibility likely	Rolling	Rolling

## REGULATORY REQUIREMENTS

### LAKE BED LEASE

Lake Michigan waters and lake bed are considered waters of the state, allowing the state to provide local municipalities with lake bed leases for various public benefit functions. These lake bed leases are based on historical shorelines prior to human intervention and dictate the activities which can take place on those sites. The City holds a lake bed lease, issued in 1947, for the harbor area and what is now Deland Park. This lake bed lease states that the area can be “...used by said city for public slips, basins, docks, wharves, structures, roads, railroads, railways, shipping terminals, transportation facilities, recreation and park purposes.”

The presence of a lake bed lease allows the City to build, maintain, and operate the listed types of activities within that boundary. It does not, however, reduce the need for permitting or regulatory review, and any future uses will need to meet the requirements of the lake bed lease.

### PERMIT REQUIREMENTS

Permits will be required from local, state, and federal agencies as part of implementation of the master plan. While some requirements will be limited due to the lake bed lease held by the City, certain activities will still be needed to obtain necessary permits. It is recommended that during the design of the implementation phases, the design teams meet with the appropriate agencies for a pre-application meeting to discuss the project and what items may require permits. Anticipated permits include but are not limited to:

- Wisconsin DNR

Water Quality Certification Section 401 (Joint Permit Application with USACE)

Stormwater Management and Erosion Control Application

- USACE

Section 404 – Dredge or Fill of Waterways (Joint Permit Application with WIDNR)

In addition, all improvements should meet local city and county zoning and permit requirements.

## SUSTAINABILITY

Sustainability should be a fundamental principle in the future redevelopment of Deland Park and Marina. Adapting to local changes driven by Lake Michigan is becoming increasingly critical. Park improvements should focus on conserving natural resources, providing a safe and healthy atmosphere supporting the local economy. These improvements consider long-term financial sustainability to reduce operations and maintenance costs over time.

### STORMWATER

The redevelopment of the harbor site will need to comply with certain technical standards set by the City of Sheboygan and the Wisconsin DNR. Although not required by ordinance because the water elevation of Lake Michigan is not affected by the hydrology of the project, the biofiltration basins will attenuate the peak discharge rate into Lake Michigan. The addition of these basins will increase infiltration volume which, while not mandated for the redevelopment of the project, is a beneficial enhancement. Designed to reduce suspended solids by 40% based on average annual rainfall, the Biofiltration Basins offer significant environmental benefits compared to having no runoff management controls.

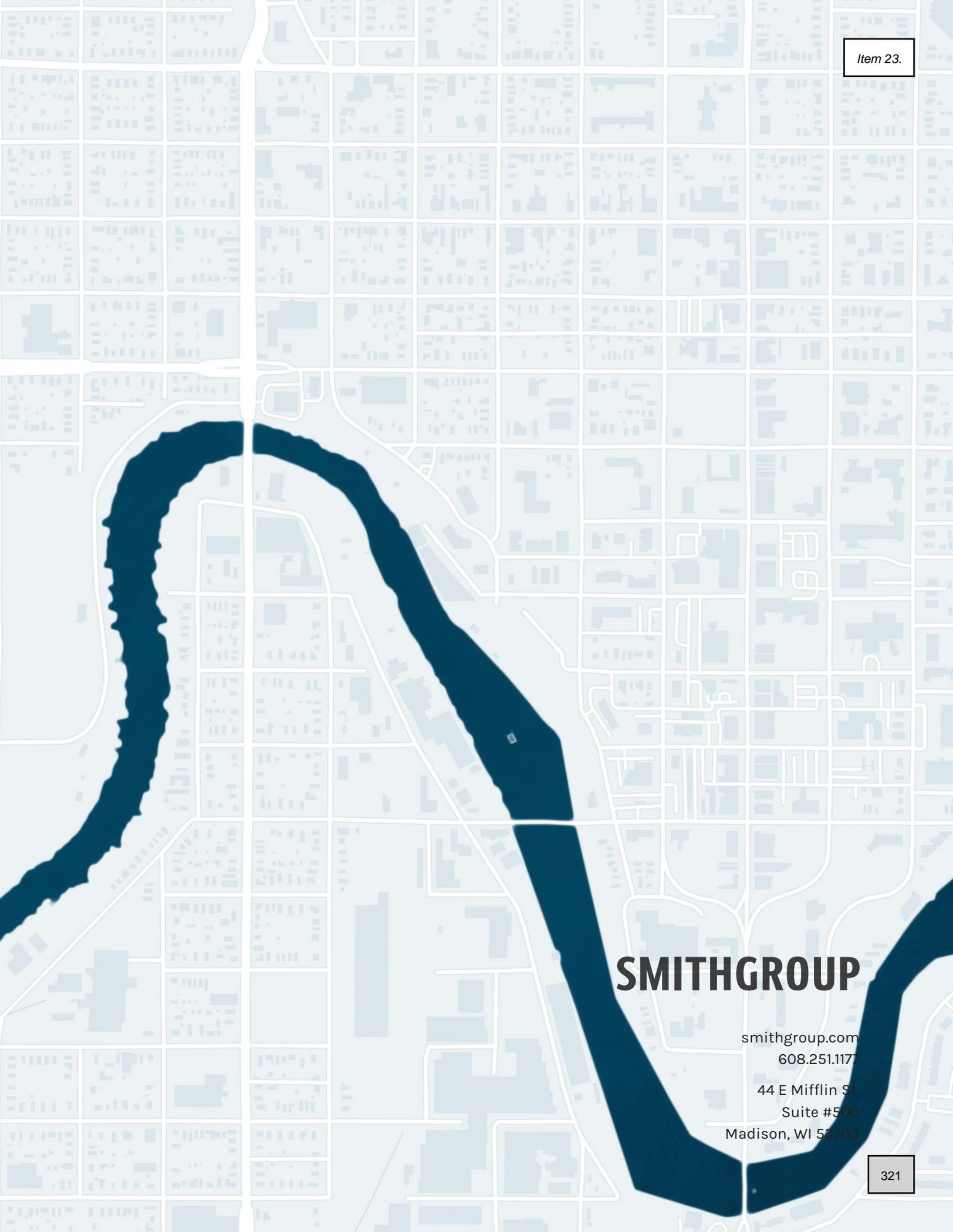
Integrating biofiltration with native landscaping creates a sustainable and effective stormwater management system that benefits both the environment and the harbor community. This approach enhances green spaces and creates native habitat supporting local birds, wildlife, and pollinators like bees and butterflies. Additionally, native landscaping within the stormwater basin and sand dunes promotes biodiversity and enhances the quality and character of the site.

### BUILDING MATERIALS

Building materials are key components in any sustainability plan, choosing the right materials to provide low carbon benefits while meeting design and resiliency goals is. Utilizing locally sourced and low carbon materials can significantly impact climate positive, where appropriate.

## EDUCATION

Education has been a key goal of this master plan process. Bringing education to the waterfront in Deland Park can take on multiple fronts. Opportunities exist for educational materials and signage that highlight the sustainable stormwater control methods, the role of dunes on our beaches, and how native plants can provide pollinator habitat. Additionally, there are opportunities to offer more tangible educational experience. The water education building will provide space that could be used for museum or exhibit space related to the role Lake Michigan has played in Sheboygan’s history.



# SMITHGROUP

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CITY OF SHEBOYGAN  
RESOLUTION 173-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 23, 2026.

A RESOLUTION adopting the Mayor’s International Committee Travel Policy.

WHEREAS, the Mayor’s International Committee (“MIC”) participates in travel opportunities to strengthen and support relations with our Sister Cities; and

WHEREAS, the City desires to implement a policy to ensure clear expectations among participants and the City.

NOW, THEREFORE, BE IT RESOLVED: That the attached Mayor’s International Committee Travel Policy is 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 Mayor's International Committee General Travel Policy

### Purpose and Applicability

The City of Sheboygan's Mayor's International Committee ("MIC") is a special committee composed of one alderperson and up to 17 volunteers who reside within the Sheboygan Area School District and who are appointed by the Mayor to serve a one-year term. The MIC endeavors to foster friendship and understanding with Sheboygan's Sister Cities. MIC members may be invited to participate in international and other travel opportunities to represent the City of Sheboygan and support our relationships with Sister Cities.

The purpose of this policy is to establish guidelines and expectations when MIC members travel on the City's behalf. This policy shall be supplemented by separate addenda for each international trip.

### Authorization

Travel expenses are authorized by the Mayor based upon the funds collected through donations. MIC trip opportunities shall be offered to all MIC members. When opportunities are limited to less than the full MIC by factors outside of the City's control, all MIC members shall be given an opportunity to apply to participate and the Mayor will select which members are invited to attend. Similarly, when funds are insufficient to meet the financial obligations of a trip, the Mayor may establish a stipend program whereby participating members are eligible to receive partial reimbursement of their expenses.

### Behavioral Expectations

MIC members traveling on behalf of the City of Sheboygan/MIC are expected to follow the City's policies for employee conduct and the laws and regulations of the host location. At all times while traveling on behalf of MIC, MIC members are considered volunteers. As such, MIC members shall be required to complete the City's Volunteer Application and Waiver and consent to a criminal background check prior to being authorized to participate in the trip.

### Expense Reimbursements

MIC travel reimbursements vary depending upon the trip and the available funds in the MIC Fund. Some trips may not be eligible for reimbursement. In all cases, reimbursement allowances will be communicated verbally, and in writing, prior to inviting participation. Personal expenses are not reimbursable. MIC members are expected to participate in all events on a trip itinerary identified as "mandatory" and to participate in all provided or coordinated means of transportation in order to be eligible for full reimbursement consistent with the applicable trip reimbursement allowance.

### Emergencies

MIC members shall supply emergency contact information to the Mayor prior to any trip. For international trips, MIC members should register with the Smart Traveler Enrollment Program ("STEP") to assist travelers in situations of political unrest, natural disasters, or other crises. The registration link is: <https://mytravel.state.gov/s/step>.

### Visas, Identification, Vaccinations, and Insurance

Visas, passports, or real IDs may be required in connection with a trip. MIC members are responsible for ensuring these documents are timely available for each trip. The City will not reimburse for expenses related to securing these documents. Vaccinations recommended by the Centers for Disease Control and Prevention are the MIC member's choice and responsibility. The City will not reimburse for expenses related thereto. If a MIC member extends a trip beyond the official itinerary, the City's insurance coverage does not apply before or after the trip obligations are fulfilled or when the MIC member otherwise departs from the itinerary.

**Mayor's International Committee Volunteer Travel Application**

Contact Information

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Person to Notify in Case of Emergency

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Home/Cell Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Email \_\_\_\_\_

References

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Additional Information

Do you have a medical condition or physical limitation we should be aware of?

\_\_\_\_\_

Have you ever been convicted of a felony? Yes \_\_\_\_ No \_\_\_\_ If yes, please explain:

\_\_\_\_\_

The City of Sheboygan is committed to ensuring the confidentiality of all protected information provided to or received from its members, employees, volunteers, donors, consultants and board members. By signing:

- I agree to uphold and abide by the City of Sheboygan's applicable policies and procedures.
- I authorize the City of Sheboygan to conduct a background check on me which may or may not include, but not be limited by, contacting my references regarding my conduct and character.
- I may terminate my relationship with the City of Sheboygan at any time for any reason, just as the City of Sheboygan expressly reserves the right to terminate any volunteer at its sole discretion.

CITY OF SHEBOYGAN MAYOR'S INTERNATIONAL COMMITTEE  
VOLUNTEER WAIVER AND RELEASE FOR TRAVEL EXCURSIONS

**Please read carefully.** This is a legal document that affects your legal rights. Read this entire document before signing. By signing this document, you will be giving up legal rights that you might otherwise have if an incident resulting in injury or property loss happens while on a Mayor's International Committee ("MIC") Travel Excursion. If you do not understand anything in this document, you should not sign it and you may seek advice from a lawyer. Requests for modifications may be directed to the City Attorney's Office at (920) 459-3917.

\_\_\_\_\_ As a volunteer participating in MIC travel excursions, I understand that I will be participating in travel activities that carry risk of injury, illness, death, or property loss. Some of the activities I may be able to engage in include but are not limited to: air/bus/boat travel, hiking, cooking, walking, and tours. I understand that the City of Sheboygan or the participating travel agency cannot prevent all risks. I expressly assume the risk of injury or harm.

\_\_\_\_\_ I hereby release and forever discharge the City of Sheboygan from any liability or claim that I may have against the City with respect to any bodily injury, personal injury, illness, death, or property damage that may result while I am volunteering as a travel companion, whether caused by myself or by the negligence of the City, its officers, directors, employees, agents, or otherwise. I understand that this liability waiver and release does not apply to harm caused by the City's intentional or reckless conduct.

\_\_\_\_\_ I understand that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance, including, but not limited to medical, health, or disability insurance in the event of injury or illness while volunteering. I understand that the City does not carry or maintain health, medical, or disability insurance coverage for any volunteer. I understand that while I am participating in an MIC travel excursion, I am provided with liability insurance coverage under the provisions of the City's liability insurance policy. Each volunteer should obtain his/her own medical or health insurance coverage.

\_\_\_\_\_ I have read this Waiver and Release of Liability thoroughly and fully understand and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made any representations, statements, or inducements that change or modify anything written in this document.

\_\_\_\_\_ I understand that this Waiver and Release is intended to be as broad and inclusive as permitted by Wisconsin law and that this document shall be governed by Wisconsin law. I understand that if any provision of this document is found by a court of competent jurisdiction to be invalid, such invalidity shall not otherwise affect the remaining provisions.

\_\_\_\_\_ I hereby grant and convey unto the City of Sheboygan all right, title, and interest in any and all photographic images and video or audio recordings made by the City during the MIC Travel Excursion, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Name \_\_\_\_\_

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

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Type (circle one) Cell Home Work

STATE OF WISCONSIN  
 DEPARTMENT OF ADMINISTRATION  
 DIVISION OF PERSONNEL  
 MANAGEMENT  
 DOA-15506 (C06/2016)



## APPLICANT CONSENT FOR BACKGROUND CHECK

### How are you protected?

Indicating you have an arrest or conviction record does not automatically disqualify you from consideration for a job. Wisconsin's Fair Employment Law, s. 111.31-111.395, Wis. Stats., prohibits discrimination based on an arrest or conviction record. It is not discrimination, however, to decline to hire a person based on the person's arrest record, a pending charge, or conviction record if deemed substantially related to the circumstances of the particular job. Information gathered in the Criminal Background Check will enable us to determine if the arrest or conviction record is substantially related to the job.

The information you provide on this form will be retained in a **confidential** manner.

### What do you need to do now?

Applicants are required to complete, sign and return the attached form in order to participate in an MIC travel excursion. Submit completed forms to Cati Pudner, City of Sheboygan Assistant to the Mayor.

This form must be completed and returned at least three weeks prior to the anticipated travel departure date.

### Definition of terms used on this form:

**Arrest Record:** "Includes, but is not limited to, information indicating that an individual has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority." s. 111.32(1), Wis. Stats.

**Conviction Record:** "Includes, but is not limited to, information indicating that an individual has been convicted of any felony, misdemeanor or other offense, has been adjudicated delinquent, has been less than honorably discharged, or has been placed on probation, fined, imprisoned, placed on extended supervision or paroled pursuant to any law enforcement or military authority." s. 111.32(3), Wis. Stats.

**Criminal Charge:** A criminal complaint, information, or indictment filed in a state, federal, tribal or international court of law.

- Prior to completing this form, it may be beneficial to review the Wisconsin Circuit Court records pertaining to you at <http://wcca.wicourts.gov> and obtain a copy of your driver license abstract at <http://www.dot.wisconsin.gov/drivers/drivers/request-record.htm>.
- Please remember not all fines/convictions may appear on the Wisconsin Circuit Court site. To obtain your complete record visit <http://www.doj.state.wi.us>

**Failure to report a fine and/or conviction may result in not being considered for this position.**

Questions about this form may be directed to Cati Pudner, City of Sheboygan Assistant to the Mayor.

## APPLICANT CONSENT FOR BACKGROUND CHECK

### OFFICE USE ONLY

Position Type: Volunteer

This position does not have a fleet requirement.

In order to be considered for the position, for which you applied, we must complete a Criminal Background Check. As part of the Criminal Background Check the City may obtain a consumer report that includes, but is not limited to, creditworthiness or similar characteristics, employment and education verifications, social security verification, criminal and civil history, reference checks, DMV records, any other public records and any other information bearing on your credit standing, credit capacity, character, general reputation, personal characteristics and trustworthiness.

Failure to provide all requested information below, including your Social Security Number, will prevent the City from completing the required background check, and will result in your disqualification from consideration.

Name (Last, First, Middle)	Gender <input type="checkbox"/> Female <input type="checkbox"/> Male	Race
Date of Birth (Month/Day/Year)	Social Security Number	
Street Address	City, State, Zip Code	
Email Address	Day Phone: Evening Phone:	
Former Name(s)/Aliases (First, Middle, Last) (Including Maiden Name)		

Have you always lived in Wisconsin  Yes  No

If **No**, provide place(s) of residence (State/County) and time period(s)

Place(s) of residence outside of Wisconsin and time period(s) for the last 7 years. Attach additional pages if needed.

Do you have criminal charges pending against you?  Yes  No

Have you been convicted of any crime anywhere, including in federal, state, local, military and tribal courts?

Yes  No

If you answered "Yes" to any of the above questions, please indicate: (Attach additional pages if necessary to include the same information for each pending charge or convicted crime).

The nature of the offense	
Date of the offense	Date of conviction

County and State or territory where criminal charges(s) is/are pending against you.
Name, location, address of court
Please discuss the details of the incident and the disposition/outcome (sentence, fine, probation, Huber, suspension etc.).

Notice: By my signature below I hereby authorize and consent to the State of Wisconsin's procurement of such a report. This information will be retained in my application file, which is confidential. Wisconsin's Fair Employment Law, s. 111.31-111.395, Wis. Stats., prohibits discrimination because of a criminal record or pending charge: however, it is not discrimination to decline to hire a person based on the person's arrest or conviction record if the arrest or conviction is substantially related to the circumstances of the particular job. Failure of any applicant (current or potential employee) to disclose any requested information, including but not limited to: criminal or ordinance violations, convictions, fines, forfeitures, pending charges (including traffic and DNR charges) or expunged offenses, will make you ineligible. This includes all adult fines and/or convictions regardless of how many years have elapsed.

I affirm that all the information on this document is true and complete to the best of my knowledge and I understand that any falsification or omission of information will disqualify me for this position. I authorize the City of Sheboygan to conduct a background check and verify the information provided above and to procure a consumer credit report if applicable.

APPLICANT SIGNATURE	DATE SIGNED
---------------------	-------------

<b>HUMAN RESOURCES OFFICE USE ONLY</b>			
Processed by:	Date Processed:	Requested by:	Decision <input type="checkbox"/> Eligible <input type="checkbox"/> Not Eligible

**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 59024346888

CITY OF SHEBOYGAN

CITY OF SHEBOYGAN

N. TAYLOR DR

MAIN AVE

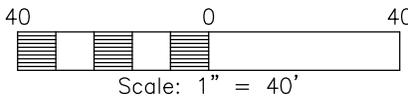
GRACELAND SUBD. NO. 18

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



**Compsite**  
Surveying & Mapping  
Oostburg, Wisconsin  
(920) 564-6812



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)