FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

August 10, 2026 at 6:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

Notice that the Finance and Personnel Committee will meet at 6:00 p.m. or immediately following the Public Works Committee meeting.

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

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

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

OPENING OF MEETING

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes**
   Finance and Personnel Committee Meeting held on July 27, 2026

5. **Public Comment**
   Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Res. No. 77-26-27 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to file a summons and complaint against Andrew Cleveland, Middle Coast Dwellings LLC, and Attorneys Title and Closing Services LLC to recover money owed to the City for a Housing Rehabilitation Loan.

7. Res. No. 79-26-27 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an agreement with Savage Solutions, LLC.

8. Res. No. 80-26-27 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an agreement with Citibot, Inc.

9. Res. No. 82-26-27 by Alderpersons Mitchell and Perrella authorizing the Mayor and City Clerk to enter into a termination and mutual release agreement relating to the Marriott Spring Garden Inn by Waterside Hospitality LLC.

TENTATIVE DATE OF NEXT REGULAR MEETING

10. Next Tentative Meeting Date - August 24, 2026

ADJOURN MEETING

11. Motion to Adjourn

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

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

CITY OF SHEBOYGAN
RESOLUTION 77-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

AUGUST 10, 2026.

A RESOLUTION authorizing the appropriate City officials to file a summons and complaint against Andrew Cleveland, Middle Coast Dwellings LLC, and Attorneys Title and Closing Services LLC to recover money owed to the City for a Housing Rehabilitation Loan.

WHEREAS, Middle Coast Dwellings LLC and Andrew Cleveland (collectively referred to as “debtor”) accepted a $24,999.99 community development block grant housing rehabilitation loan in December 2022, for their property at 1213 N 13th Street. This loan carried a 4% interest rate and was to be paid in full over a ten-year period via $253.11 monthly payments. This loan was recorded with the Sheboygan County Register of Deeds as a mortgage; and

WHEREAS, Debtor agreed to repay any outstanding loan balance, including principal, interest, and the City’s reasonable attorney’s fees for collecting the loan if debtor transferred title to the property before repaying the full loan amount; and

WHEREAS, Debtor transferred title of the property in July 2025 without repaying the loan’s outstanding balance; and

WHEREAS, to date, Debtor has refused to repay the loaned amount such that litigation appears necessary.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to initiate suit against debtors and their title company, Attorneys Title and Closing Company LLC, to seek reimbursement of the CDBG Housing Rehabilitation Loan balance, which is approximately $17,519 as well as to seek reimbursement of the City's costs and attorney's fees associated with recovering this debt.

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 79-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

AUGUST 10, 2026.

A RESOLUTION authorizing the appropriate City officials to execute an agreement with Savage Solutions, LLC.

WHEREAS, the City of Sheboygan has engaged Savage Solutions, LLC in the development of a new municipal brand intended to strengthen community identity and enhance the City's communications with the public; and

WHEREAS, the City of Sheboygan has no currently adopted branding guidelines or architecture, and the City's brand was last updated in 1994; and

WHEREAS, Savage Solutions, LLC has submitted a proposal outlining services for the exploration and launch of the City's new brand, including the design and development of a dedicated brand microsite, town hall presentation and brand-story video production.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves City officials to execute the Agreement for Services and all related and substantially similar documents on behalf of the City of Sheboygan.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL ______________________________.

Presiding Officer	Attest
______________________________	______________________________
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN

BRAND LAUNCH + MICROSITE
V2 | July 2026
SHEBOYGAN2607-1

SAVAGE

WELCOME

WELCOME TO SAVAGE!

Casey,

This new brand we have built together could not be more perfect for the City of Sheboygan. We can't wait to help you share it with the community and inspire people to really get behind it.

We've put together a plan for launching the new brand that includes a microsite that tells the Sheboygan story—including the members of this community that make it so special.

We're pretty proud of this one. Let's show the world what Sheboygan's all about!

Ready when you are.

Sincerely,

Cory Savage + Team

SAVAGE CORE VALUES

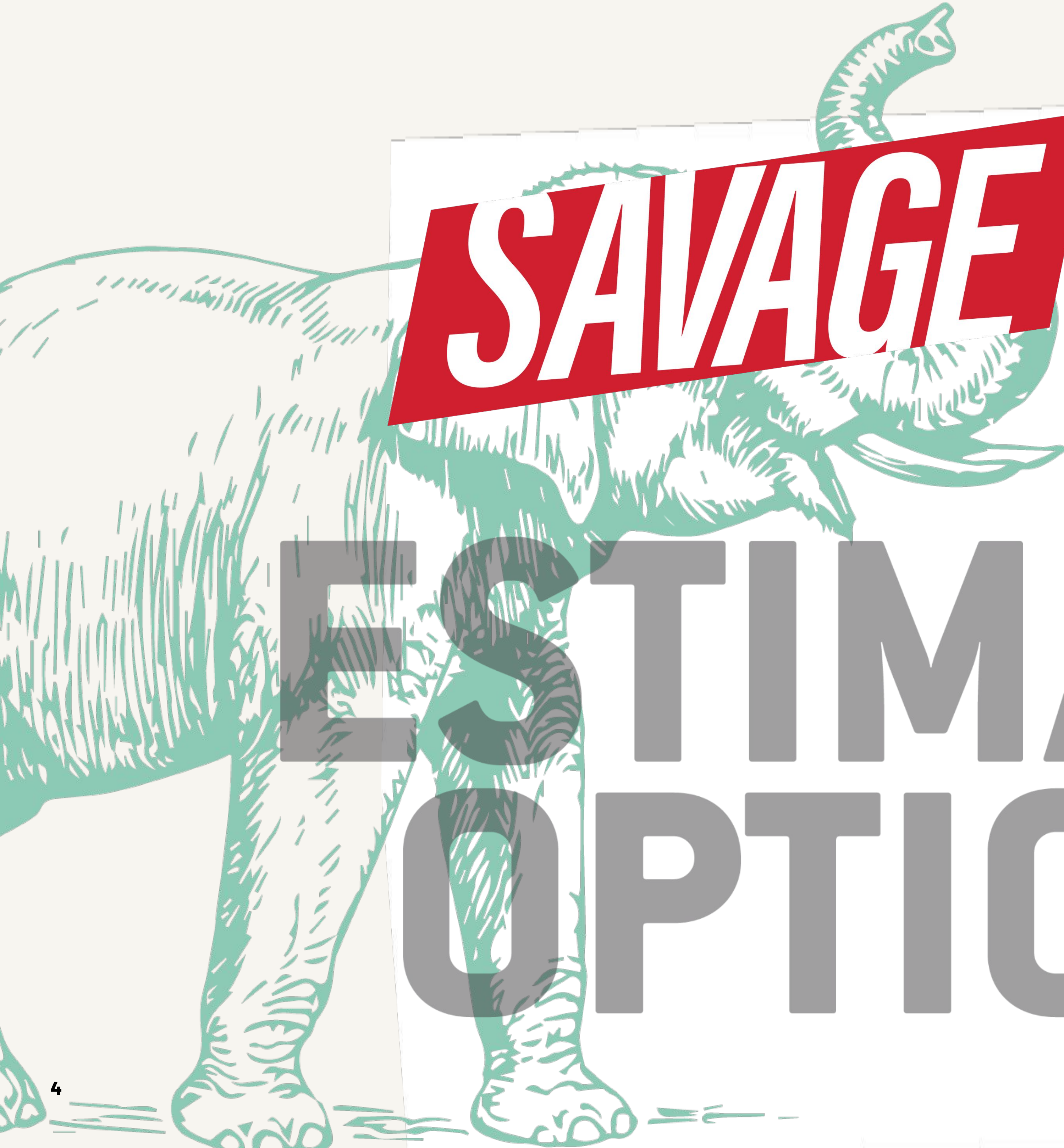
Do Incredible Work, Always.
Every client and every project deserves our absolute best strategy, creative, and execution. We don't take shortcuts, and we never take the easy way out. We will strive to always do the right thing, do it well, and deliver our best.

Choose Positivity.
We choose to enjoy those around us, the work that we do, and who we do it for. We intentionally lean into optimism, dream big, and support one another.

Be Brave.
We stand up for what is right and for what we believe in. We're not afraid to be honest and transparent, and we always do what's best for both our clients and our team.

TABLE OF CONTENTS

YOUR TOUR GUIDE



SAVAGE

ESTIMATE OPTIONS

ESTIMATE

WEBSITE & LAUNCH CONTENT DEVELOPMENT

Estimated cost: $55,825

Timeline: Begins upon contract signing

Microsite Design & Development:

- Design of ~4 individual pages and 6 templated video pages
- Graphic assets and stock images as needed
- Copywriting: Up to 20 hours to be used on new copy + edits
- Development of approved site in Wordpress
- Monitoring and bug fixes for 30 days after delivery of live site
- Training: up to 1 hour web training to be completed after launch

Content:

- Overview Video - Sheboygan Brand Update
  - Pre Production (Location scouting, storyboarding, interviews with on camera subjects, etc.)
  - Production (2 videographers, 2 full days (16 hours))
  - Post Production (20 hours of editing)
- Testimonial Videos (6)
  - Pre Production (same as above)
  - Production (2 videographers, ½ day shoot, 4 hours/video)
  - Post Production (6 hr per video)

Client will own and manage their own domain, hosting, SSL certificate, licenses, plugins, integrations and webfonts, unless otherwise contracted. Post-launch maintenance and ongoing updates can be scoped separately.

SAVAGE

LAUNCH

Estimated cost: $10,350
Timeline: Begins upon contract signing

Media Kit:

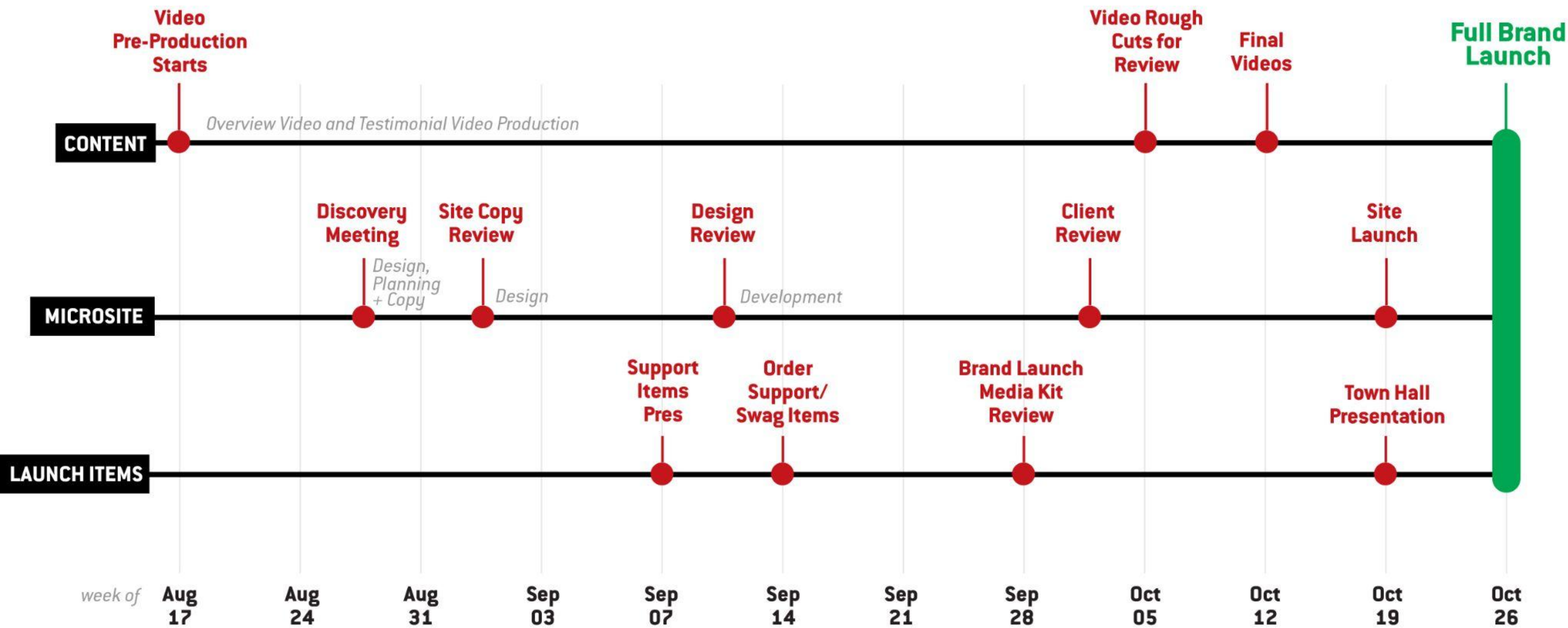
- Talking points outlining the new brand story and goals
- Swag items (design only)

Town Hall Presentation:

- Brand Presentation tailored for the Town Hall audience
- Two (2) Banner Stands in the new Sheboygan brand
- 3-5 Poster Boards with details on the brand story
- Sheboygan swag kit for all employees (design only)

*The City of Sheboygan will be responsible for vendor management for any printed materials, including swag production.

TIMELINES



Doing things the 'right way' does take time...

BUDGET OVERVIEW

Sheboygan Brand Microsite	Included
Sheboygan Brand Launch	Included
Video Production	Included
Total	**$66,175**

PAYMENT SCHEDULE

Remember those milestones and deliverables outlined in the Project Scope? Our payment plan (below) is based off of those milestones, and is for fixed costs only.

> Payment 1 [Upon Contract Signing/25%]: $16,543.75
> Payment 2 [Upon Video Shoot Date/25%]: $16,543.75
> Payment 3 [Upon Website URL/25%]: $16,543.75
> Payment 4 [Upon Media Kit Delivery/25%]: $16,543.75

Contract Duration: All work is to be completed within 30 days from the final invoice date. Any additional work completed after the 30-day grace period will be completed at an hourly rate and billed as an additional invoice.

Late Payments
We know we're going to love working together! But, we can't afford to work for free. To keep things running as smoothly as possible, we'll help keep you aware of payment dates following this timeline:

- 45 days past invoice date: Reminder email will be sent.
- 60 days past invoice date: 2.5% charge will be added to the invoice and reminder call will be made.
- 90 days past invoice date: All work will be stopped until 100% of overdue payments are received.

Contract Termination
We know, we know—this won't be necessary. But, we like to cover our bases, and in the event of extemporaneous, cataclysmic circumstances that may result in your wish to terminate this agreement, we ask for a 30-day written notice. We will use those 30 days to deliver all completed and working files to you (the "Client").

In that 30-day timeframe, 100% of all outstanding invoice balances must be paid, in addition to 50% of the remaining contract balance before the Client receives final files.

Additional Work Requests
The above payment plan is for the scope of this contract only. Of course, we love to keep a good thing going, so if you've got additional work you want us to tackle, let's do it! Any additional work outside of the the project scope will be completed at an hourly rate of $200/hour and billed as an additional project with budget and scope agreed upon by both parties via signed agreement.

APPROVAL

CLIENT APPROVAL

City of Sheboygan (The "Client") and Savage Solutions, LLC enter into this Agreement for Services (the "Agreement") as of August 10th, 2026, for the project referred to as Brand Architecture.

Terms of Agreement
Payment shall be made according to the Payment Plan. This agreement shall consist of the Scope of Project, the Payment Plan, the Rate Structure, this Agreement for Services, and the Terms & Conditions, included in this proposal. Project scope must be completed within identified budget and payment plan. Any additional service will be estimated and agreed upon in writing. If payment is not timely received, services may be revoked and/or turned off in accordance with the Late Payment provisions

Validity
The terms and project descriptions in this Agreement are valid for 30 days. We appreciate your confidence in our ability to help you add value to your company. I hope this Agreement expresses and confirms the understanding of both parties. Your signature below will act as your acceptance of this Agreement and will initiate our mutual activity to ensure a successful endeavor. If you are in agreement, please sign and retain one fully executed copy of this Agreement, and return one fully executed copy, with the first payment to Cory Savage's attention.

	City of Sheboygan	**Savage Solutions**
Client Signature:	________________________________	________________________________
Printed Signature:	________________________________	________________________________
Signee Title:	________________________________	________________________________
Date:	________________________________	________________________________

SAVAGE

T's + C's

TERMS + CONDITIONS

DUTIES OF SAVAGE SOLUTIONS, LLC: Savage Solutions, LLC (SSLLC) will produce the work on behalf of Client pursuant to the Scope of Project (the "Work") provided with the Agreement for Services (the "Agreement"). Client acknowledges that SSLLC shall only be required to produce the Work described in and in accordance with the assumptions specifically stated within the Scope of Project. SSLLC does not undertake any other obligations unless agreed to in writing.

ACCEPTANCE OF SCOPE OF PROJECT: Client shall be required to provide its written acceptance of each element and phase of the creation and production of the Work, as provided within
the timetable provided to Client by SSLLC, prior to SSLLC's obligation to proceed to the next production element. Client's written acceptance of each element shall create a conclusive presumption that the element is acceptable to Client without objection.

MISCELLANEOUS CHARGES: In addition to the cost contained in the Payment Plan, Client shall reimburse SSLLC for all documented out of pocket costs and expenses incurred in the performance charges of the Agreement including, but not limited to, all courier fees, overnight mail expenses, shipping expenses (including the shipping of the work to client's designated location), travel expenses, etc. SSLLC may submit periodic invoices for all expenses. Additional reimbursable fees, not covered within the Agreement, include:

- Copyright, trademark, and legal fees
- Materials (CD's, DVD's, ZIP Disks, binders, photocopies, etc.)
- Specialized software (internet applications, design applications outside those listed in SOFTWARE & HARDWARE COMPATIBILITY section)
- Computer output fees (digitizing, drum scanning, film, production)
- Printing and production costs, proofs, reproductions
- Photography and image licensing

SAFEGUARDING PROPERTY: Under no circumstances shall SSLLC be liable to Client or any other party for incidental, consequential, special or punitive damages arising out of, or related to, he Agreement. SSLLC's maximum liability under the Agreement shall not exceed the Agreement Price.

CLIENT RESPONSIBILITIES:
All text will be submitted in electronic format by way of email or on disk
Client will submit all feedback by email to the Project Manager designated by SSLLC.
Upon the signing of the Agreement, Client will designate no more than two (2) primary contacts for SSLLC / Client interaction

NOTICES: Unless specified otherwise, all notices, demands or other writings in this Agreement provided to be given or made or sent, shall be agreed to have been fully given or made or sent, when made in writing and personally delivered or when deposited in the United States mail, with postage prepaid, and addressed as follows:

If to Client:
City of Sheboygan
828 Center Ave,
Sheboygan, WI 53081

If to SSLLC:
Cory Savage, President
Savage Solutions, LLC
233 N. Water St., Suite 201
Milwaukee, WI 53202

INDEPENDENT CONTRACTOR: SSLLC shall perform all services and discharge all liabilities as an independent contractor. No relationship of employer-employer, owner-agent, lessor-lessee, partnership or joint venture is created by this Agreement.

SCHEDULES, OVERTIME, AND RUSH WORK: SSLLC reserves the right to adjust the schedule and or/charge additionally in the event the Client fails to meet the agreed-upon deadlines for delivery of information, materials, approvals, payments, and for changes and additions to the services outlined in the Scope of Project.

SAVAGE

CREDIT: SSLLC reserves the right to include the contracted work completed for Client in SSLLC promotional activities such as submitting to design competitions. This includes web, print, and multimedia projects designed by SSLLC, as well as project specific technologies and applications utilized and/or designed for my client.

TITLE TO MATERIALS & IDEAS: Prior to the completion of the Work and SSLLC' receipt of full and final payment, all right, title and interest in and to all tangible and intangible Work and Work products, and all right, title and interest in and to copyrights, trade secrets, trademarks and other intellectual property derived from such Work and Work products, shall remain the sole and exclusive property of SSLLC. Upon receipt of final payment, SSLLC shall convey to Client all of its right, title and interest in and to the final Work to the extent of SSLLC' title. Notwithstanding SSLLC' conveyance of the copyrights to the Work, all concepts and ideas utilized in the creation of the Work shall remain the property of SSLLC, and Client's ownership of the Work and related materials will not prevent SSLLC from applying the same or similar concepts reflected in the Scope of Project to other projects undertaken by SSLLC. All materials submitted to and rejected by Client will remain the property of SSLLC regardless of whether the physical embodiment of the creative work is in Client's possession in the form of memoranda, copy, artists, renderings, art work plates, recordings, films, tapes, computer discs, etc.

THIRD PARTY CONTRACTS: SSLLC may contract with other individuals or companies acting on behalf of the Client to provide additional services such as writing, photography, database design, scripting, illustration, printing, and fabrication. The Client agrees to be bound by any terms and conditions, including required credits and usage rights, with respect to reproduction of the materials that may be imposed on SSLLC by those third parties.

DISABILITY / ADA COMPATIBILITY: Websites and/or code are not guaranteed ADA or Disability compatible unless otherwise stated in the SCOPE of Work. SSLLC is not responsible or liable for any issues arising from incompatibility with text readers, translators, or other disability assistance devices.

CONTROLLING LAW: The validity, interpretation and performance of this contract shall be controlled by and interpreted under the laws of the State of Wisconsin.

ARBITRATION: The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

ENTIRE CONTRACT: This Agreement contains the entire agreement between SSLLC and Client. No representations, assurances, promises, guarantees or warranties were made or relied upon by either party other than those expressly set forth in writing in this Agreement.

ENFORCEMENT: Client shall pay all of SSLLC's costs and fees, including reasonable attorneys' fees, incurred by SSLLC to enforce this Agreement.

SEVERABILITY: Any provision of this Agreement prohibited or unenforceable under applicable law shall be ineffective only to the extent and without invalidating the remaining provisions of this Agreement

WARRANTY: SSLLC shall pass through all manufacturers' warranties to Client. SSLLC will provide reasonable assistance to Client in coordinating the repair or replacement of the product by the manufacturer. THIS WARRANTY IS EXCLUSIVE, AND EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, SSLLC MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID, UNLESS MADE IN WRITING AND SIGNED BY SSLLC.

FORCE MAJEURE: SSLLC shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by any event beyond its control, including, without limitation, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on SSLLC or its suppliers' products or marketing activities.

INDEMNIFICATION: Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense, including attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

SAVAGE

MEET THE TEAM

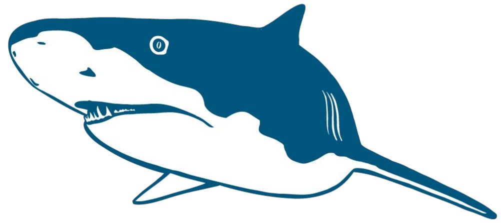
MEET ~~THE~~ *your* TEAM

CORY SAVAGE

The Head Honcho

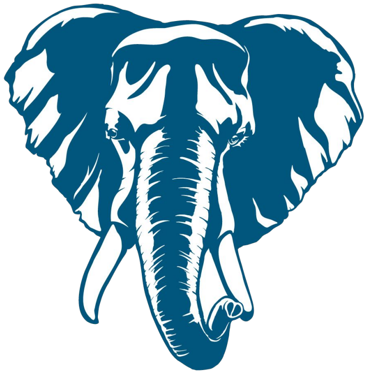
MARK HUNGSBERG

The Creative Overseer



SOPHIE CAVANAUGH

The Storyteller



TRACY KOEPER

The Artist

ERIN LAWRENCE

The Digital Mastermind

TONY SPENCE

The Swiss Army Knife

MARY CARROLL

The Master Organizer

SAVAGE

Citibot Subscription Agreement

This Agreement is made by and between Sheboygan, WI (“City”) and Citibot, Inc. (“Citibot”), hereinafter referred to collectively as (the “Parties”), for the services outlined herein. This agreement is dated _________________________.

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall include the meanings ascribed thereto in the Terms of Service below, as applicable.

“***Service***” collectively refers to the Citibot City Website Chat Bot and Voice AI agent customer service platform, software and/ or services made available to the City. The features include (1) questions and result answers; (2) direct message pathway.

“***Content***” collectively refers to any and all information, including any text, graphics, and and/ or other materials, submitted to or made available through the Service. Content submitted to the Service by City or any Authorized User is referred to as “***User Content***,” and all other Content of the Service is referred to as “***Citibot Content***.”

“***Subscription***” refers to the right granted by Citibot to the City to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

“***Authorized User***” refers to each employee of Subscriber, resident of Sheboygan, WI, agents and/ or contractors of the City authorized to access and use the Service and the Content.

2. **Term; Termination**.

a. Term. The initial term of the Subscription Agreement shall commence on the date of this Agreement’s execution by the Parties or as outlined in the pricing table and continue in effect for three years at rates as specified in the post installation maintenance, hosting, support, and software as a service section as described below.

b. Effect of Termination. Upon the termination of this Agreement, the subscription and all rights granted to the City and the Authorized User(s) in the Subscription Agreement are immediately revoked, including, without limitation, all rights to use the Service, any portion thereof, and any Citibot Content obtained through the Service.

3. **Installation Fee; Subscription Fee; Payment**. City is responsible for payment of the Installation and Subscription Fees as described in this Section. Payment shall be invoiced

upon execution of this agreement and due to Citibot within thirty (30) days upon receipt of the Invoice, and the rates are presented in this table below.

Year 1

One time implementation and development fees	*$5,000*
Annual Subscription for custom platform for City of Sheboygan, WI	
Web Chat w/ Multilanguage, AI Voice (10k annually)	$17,575
Year 1 Total	**$22,575**

Annual Subscription for custom platform for City of Sheboygan, WI	
Web Chat w/ Multilanguage, AI Voice (10k annually)	$18,100
Year 2 Total	**$18,100**

Annual Subscription for custom platform for City of Sheboygan, WI	
Web Chat w/ Multilanguage, AI Voice (10k annually)	$18,640
Year 3 Total	**$18,640**

Year 1

The pricing is reflected in the table above.

Implementation Fee: Upfront development and installation cost should consider the software cost as well as initial configuration and setup costs, initial license costs, training and implementation. Breakdown: This Cost considers installation fees as well as all costs associated with training and implementation with the City staff.

1. Web Chat Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service cost.* Citibot will invoice this payment upon execution of this agreement.

2. Multi-Language Translation API: *Post Installation maintenance, hosting, support, and software as a service costs.* Citibot will invoice this payment upon execution of this agreement.

3. Voice AI Agent: *Post Installation maintenance, hosting, support, and software as a service costs.* Citibot will invoice this payment upon execution of this agreement. The package includes 10,000 minutes annually. If usage exceeds the included allotment, service will remain uninterrupted. Additional minutes are available in 2,000-minute packages for $1,600 each.

Year 2 and 3

The pricing for Years 2 and 3 is reflected on the table above and is defined by the language in the Year 1 description above for each service category.

4. **Representation and Warranty**. Each party represents and warrants to the other party that it has the full power to enter into the Subscription Agreement and to perform its obligations thereunder.

5. **Software as a Service.** Citibot is selling its software as a service. Thus, none of Citibot's employees shall be deemed employees of the City.

6. **Venue/Jurisdiction.** This Agreement is governed by the laws of Wisconsin.

7. **Public Records.** Citibot acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of Wisconsin Freedom of Information regulations, and that Citibot must comply with the public records laws of the State of Wisconsin.

8. **Additional Provision.** Non-appropriations. Notwithstanding any provision in this Agreement to the contrary, in the event that no funds or insufficient funds are appropriated by City for the next fiscal year for payments due under this Agreement, this Agreement shall terminate at the end of such fiscal year on the last day of the fiscal year

for which appropriations were received and no further services shall be provided under the Agreement. The City shall notify Citibot of non-appropriation within thirty (30) days of its occurrence.

Sheboygan, WI *Citibot, Inc.*

______________________________	______________________________
Signed	CEO, W. Bratton Riley
______________________________	______________________________
Date	Date

CITY OF SHEBOYGAN
RESOLUTION 80-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

AUGUST 10, 2026.

A RESOLUTION authorizing the appropriate City officials to execute an agreement with Citibot, Inc.

WHEREAS, the City of Sheboygan had previously entered into a contract with CivicPlus in 2025 that included chatbot services, but that technology has not been made available; and

WHEREAS, City of Sheboygan has engaged Citibot, Inc. to provide chatbot technology and a voice agent servicing platform that will support organizational goals related to transparency, accessibility, responsiveness, and modernization of communication channels; and

WHEREAS, Citibot, Inc. has submitted a subscription agreement outlining services for a website chatbot and voice AI agent that includes upfront development and implementation, post-installation maintenance and support of this software.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves City officials to execute the Subscription Agreement and all related and substantially similar documents on behalf of the City of Sheboygan.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL ______________________________.

Presiding Officer	Attest
______________________________	______________________________
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 82-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

AUGUST 10, 2026.

A RESOLUTION authorizing the Mayor and City Clerk to enter into a termination and mutual release agreement relating to the Marriott Spring Garden Inn by Waterside Hospitality LLC.

WHEREAS, the City entered into a development agreement with Waterside Hospitality LLC ("Developer") on July 22, 2025, for the construction of a new Marriot Spring Garden Inn hotel; and

WHEREAS, the Developer is no longer able to satisfy their contractual obligations and has agreed to pay the City's costs consistent to the terms of the development agreement; and

WHEREAS, City staff and the Developer have agreed that terminating the development agreement is in the City's best interest to allow the City to secure a new developer.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized to enter into a termination and mutual release agreement relating to the Marriott Spring Garden Inn by Waterside Hospitality LLC.

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

TERMINATION AND MUTUAL RELEASE AGREEMENT

THIS TERMINATION AND MUTUAL RELEASE AGREEMENT (the "**Termination Agreement**") entered into as of August 17, 2026 (the "**Effective Date**") by and between the CITY OF SHEBOYGAN, a Wisconsin municipal corporation (the "**City**"), and WATERSIDE HOSPITALITY LLC, a Wisconsin limited liability company ("**Developer**").

RECITALS

A. The City and Developer entered into that certain "Tax Incremental District Development Agreement" dated as of July 22, 2025 (the "**Development Agreement**") with regard to the development of a new Marriott Spring Garden Inn hotel on the Property consisting of 104 units, a rooftop restaurant of approximately 4,800 square feet and a first floor distillery of approximately 5,000 square feet (collectively, the "**Project**").

B. On July 16, 2026, the City, pursuant to the terms of the Development Agreement, issued to Developer a notice of default letter for Developer's failure to timely deliver: (1) the Required Information under Section 1.1 of the Agreement, and (2) the Commencement Notice under Section 3.1 of the Agreement (the "**Default Notice**").

C. Developer has requested that the City agree to terminate the Development Agreement and the City and Developer desire to terminate and cancel the Development Agreement on the terms set forth below and to release one another from all obligations under the Development Agreement, except as specifically reserved in this Termination Agreement.

D. Capitalized terms used but not otherwise defined herein shall take on the meaning given to such terms in the Development Agreement.

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

AGREEMENT

1. Recitals. The parties acknowledge, recognize, and agree the Recitals above are true, correct and incorporated in and made part of this Termination Agreement.

2. Termination of Development Agreement. Subject to the terms and conditions of this Termination Agreement, the City and Developer agree to terminate the Development Agreement as of the Effective Date, and the Development Agreement shall be of no further force or effect, except for those provisions that expressly survive termination as set forth in Sections 6 and 7 below. The parties acknowledge and agree that the execution of this Termination Agreement constitutes notice to terminate the Development Agreement as required under the Development Agreement and Wisconsin law. The parties waive any additional notice

requirements to terminate the Development Agreement. Notwithstanding Article XIV of the Development Agreement, the City and Developer agree that the Development Agreement is terminated by mutual agreement as provided in this Section 2 and Article XIV of the Development Agreement shall not otherwise apply to this termination.

3. Reimbursement of City's Costs and Fees. As a condition of the City's agreement to terminate the Development Agreement and to enter into this Termination Agreement, Developer shall pay to the City, in immediately available funds, the amount of Fifteen Thousand Nine Hundred Eighty-One and 42/100 Dollars ($15,981.42; the "**Reimbursement Amount**"), representing all costs, fees, and expenses incurred and to be incurred by the City, including, without limitation, the fees and costs of the City's counsel, von Briesen & Roper, s.c., in connection with the Project, the Development Agreement, the Default Notice, and the negotiation, documentation, and execution of this Termination Agreement. Developer shall pay the Reimbursement Amount to the City concurrently with the execution and delivery of this Termination Agreement by all parties. Time is of the essence with respect to Developer's payment obligation under this Section 3. Notwithstanding anything to the contrary in this Termination Agreement, the releases granted by the City in Section 5 below, and the termination of the Development Agreement under Section 2 above, are conditioned upon, and shall not be effective unless and until, the City's actual receipt of the Reimbursement Amount in full. If the City does not receive the Reimbursement Amount in full concurrently with the execution and delivery of this Termination Agreement by all parties, the City may, at its option, declare this Termination Agreement null and void and pursue any and all rights and remedies available to it under the Development Agreement, at law, or in equity, including, without limitation, the remedies described in Section 12.1(b) of the Development Agreement.

4. Developer's Representations and Warranties Regarding the Property. Developer represents and warrants to the City that: (a) Developer has not commenced construction of, and has not undertaken any physical alteration to, the Property; (b) there are no mechanic's, materialmen's, or other liens or claims of lien against the Property arising out of any work, services, or materials furnished at Developer's request or on Developer's behalf; (c) no hazardous substances have been released, generated, stored, or disposed of on the Property by or on behalf of Developer or any contractor, employee or agent of Developer; and (d) Developer has restored the Property to substantially the condition existing prior to any entry by Developer or its agents, contractors, or consultants. Developer shall indemnify, defend, and hold the City harmless from and against any loss, cost, claim, or liability arising from a breach of the representations in this Section 4 and such Developer obligations shall survive the termination of this Termination Agreement.

5. Mutual Releases.

(a) Provided the City has received the Reimbursement Amount in full pursuant to Section 3 above, the City, on behalf of itself and each of its past, present, and future officers, officials, employees, agents, attorneys and representatives (collectively, "**City Releasors**"), hereby releases and forever discharges Developer and Guarantor, and their respective officers, directors, members, managers, employees, affiliates, agents, successors, assigns (collectively, "**Developer Releasees**") from any and all claims, demands, causes of action, suits, and damages that City Releasors ever had or now have arising from any matter, cause, or thing with regard to the Development Agreement, the Project or the Default Notice through the Effective Date, whether known or unknown, including, without limitation, all claims described in Section 12.1(b) of the Development Agreement, except for Developer's and Guarantor's obligations expressly set forth in this Termination Agreement (including, without limitation, all payments owed to the City as provided herein). For the avoidance of any doubt, if the City has not received the Reimbursement Amount in full as of the Effective Date, the release under this Subsection 5(a) shall be of no force or effect and neither Developer nor Guarantor shall have any right to enforce such release.

(b) Developer, on behalf of itself and each of its past, present, and future officers, directors, members, managers, employees, parents, subsidiaries, affiliates, agents, successors, and assigns and Guarantor (collectively, "**Developer Releasors**"), hereby releases and forever discharges the City and the City's past, present and future, officers, officials, employees, agents, attorneys, representatives, successors, and assigns, in their respective corporate and individual capacities (collectively, the "**City Releasees**"), from any and all claims, demands, causes of action, suits, and damages that Developer Releasors ever had or now has arising from any matter, cause, or thing with regard to the Development Agreement, the Project or the Default Notice through the Effective Date, whether known or unknown.

6. Termination of Guaranty. Provided the City has received the Reimbursement Amount in full pursuant to Section 3 above, Guarantor (Roland Lokre) is hereby released of all obligations and liabilities under the Development Agreement as of the Effective Date. If the City has not received the Reimbursement Amount in full as of the Effective Date, Guarantor's obligations under the Development Agreement shall be revised to guaranty Developer's payment of the Reimbursement Amount under this Termination Agreement. Once the Reimbursement Amount is paid in full to the City, Guarantor shall be released from all obligations under the Development Agreement and this Termination Agreement.

7. Survival of Rights Hereunder. Notwithstanding the releases contained in Section 5 above or any other provision hereof, the following rights and obligations shall expressly survive the execution of this Termination Agreement and the Effective Date until fully performed or paid: (i) Developer's obligation to pay the Reimbursement Amount pursuant to Section 3 above; (ii) Developer's representations, warranties, and indemnification obligations pursuant to Section 4 above; (iii) the Guarantor's obligations, as and to the extent set forth in Section 6 above; (iv) the confidentiality obligations of the parties pursuant to Section 8 below, subject to the City's obligations under Wisconsin's public records and open meetings laws; (v) the indemnity obligations pursuant to Section 10 below; and (vi) the attorneys' fees provisions of Section 16 below.

8. Confidentiality. Subject to the City's obligations under the Wisconsin Public Records Law, Wis. Stats. §§ 19.21–19.39, the Wisconsin Open Meetings Law, Wis. Stats. §§ 19.81–19.98, and any other applicable law, the parties agree not to voluntarily disclose the terms of this Termination Agreement to third parties, other than to their respective attorneys, tax

advisors, financial advisors, lenders, and members, or as required by law, court order, or governmental process. Developer acknowledges that the City is a Wisconsin municipal corporation and that this Termination Agreement, and the Reimbursement Amount paid under Section 3 above, may constitute a public record subject to disclosure upon request, and that the City's compliance with its obligations under applicable public records and open meetings laws shall not constitute a breach of this Section 8.

9. Authority to Execute. Each person executing this Termination Agreement on behalf of any of the parties hereto represents and warrants that he/she/it has been fully empowered to execute this Termination Agreement and that all necessary action for the execution of this Termination Agreement has been taken.

10. Indemnity Regarding Assignment of Claims. Each of the parties hereto represents and warrants to each other party that it has not heretofore assigned or transferred, or purported to assign or transfer to any person, entity, or corporation whatsoever, any of the claims released hereunder. Each party agrees to indemnify and hold harmless each other party against any claim, demand, debt, obligation, liability, cost, expense, right of action, or cause of action based on, arising out of, or in connection with any such transfer or assignment or purported transfer or assignment.

11. Successors and Assigns. The provisions of this Termination Agreement will inure to the benefit of and be binding upon the heirs, successors, and assigns in interest of the parties. The release herein of any claim against any party hereto will, at the option of such party, bind and inure to the benefit of the principals, agents, representatives, successors, and assigns of the undersigned, and will, at the option of such party, inure to the benefit of all other persons, firms, corporations, agents, or principals against whom the claims released herein might be asserted.

12. Captions. The captions of the paragraphs of this Termination Agreement are solely for the convenience of the parties, are not a part of this Termination Agreement, and will not be used for the interpretation of any provisions of this Termination Agreement.

13. Severability. If any provision of this Termination Agreement will for any reason be held to violate any applicable law, governmental rule, or regulation, or if said agreement is held to be unenforceable or unconscionable, then the invalidity of such specific provisions will not be held to invalidate the remaining provisions of this Termination Agreement.

14. Further Assurances. Each party agrees that it will take any and all necessary steps, sign and execute any and all necessary documents, agreements, or instrument which are required to implement the terms of this Termination Agreement, and each party will refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Termination Agreement.

15. Interpretation. Each of the parties agrees that they have been or have had the opportunity to have been represented by their own counsel throughout any negotiations about and at the signing of this Termination Agreement and any other documents signed incidental to this Termination Agreement. Therefore, the parties agree that none of the provisions of this

Termination Agreement will be construed against any party more strictly than against the other party.

16. Costs, Expenses, and Attorney's Fees. If an action is commenced between the parties in connection with the interpretation or enforcement of any provision of this Termination Agreement, the prevailing party will be entitled to reasonable costs and expenses, including attorneys' fees.

17. Entire Agreement. This Termination Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements between the parties, either written or oral. This Termination Agreement may be amended only by written instrument designated as an amendment to this Termination Agreement and executed by all of the parties.

18. Choice of Law and Forum. This Termination Agreement shall be governed by, construed, and interpreted with the laws of the State of Wisconsin. Each party hereby irrevocably submits to the exclusive personal jurisdiction of the Sheboygan County Circuit Court in State of Wisconsin, for the resolution of all disputes arising under or relating to this Termination Agreement, and waives any objection to such jurisdiction or venue. Nothing in this Termination Agreement constitutes a waiver of any immunity, defense or notice-of-claim requirement available to the City under Wis. Stat. § 893.80 or any other applicable law. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM OF ANY NATURE RELATING TO THIS TERMINATION AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR ANY TRANSACTION CONTEMPLATED HEREBY.

19. Counterparts. This Termination Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. There is no requirement that each party sign the same counterpart. This Termination Agreement may be signed by electronic signatures, as defined under Wisconsin Statutes Section 137.11(8) or the U.S. federal ESIGN Act of 2000 and any subsequent corresponding statute, including without limitation facsimile, portable document format (PDF), e-mail, or other means of electronic transmission (including, without limitation, DocuSign). Any such signature shall be given the same effect as if it were an original signature on an original Termination Agreement or counterpart. Immediately upon one or more counterparts hereof, individually or taken together, bearing the signatures, electronic or otherwise, of each of the parties reflected hereon as signatories, this Termination Agreement will become legally binding, and may be introduced or submitted in any action or proceeding as competent evidence of such Termination Agreement notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

20. Conflict. Any conflict between the terms in this Termination Agreement and the terms in the Development Agreement shall be controlled by the terms in this Termination Agreement.

21. Recording. If a memorandum of the Development Agreement was recorded against the Property pursuant to Section 17.9 of the Development Agreement, Developer shall, upon the City's request, execute and deliver a recordable memorandum or notice of termination releasing such memorandum from title to the Property, in form and substance reasonably acceptable to the City.

22. No Admission. This Termination Agreement and the releases contained herein are not, and shall not be construed as, an admission of liability or wrongdoing by any party.

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

#44652765v2

IN WITNESS WHEREOF, the City and Developer have executed and delivered this Termination Agreement as of the Effective Date.

CITY:

CITY OF SHEBOYGAN

By: ___________________________________
Ryan Sorenson, City Mayor

Attest: ________________________________
Meredith DeBruin, City Clerk

DEVELOPER:

WATERSIDE HOSPITALITY LLC

By: ___________________________________
Roland Lokre, Authorized Member

GUARANTOR ACKNOWLEDGMENT: The undersigned Guarantor acknowledges and agrees that: (i) subject to the terms of the above Termination Agreement, Guarantor's guaranty obligations under the Development Agreement or as otherwise set forth in Section 6 of the above Termination Agreement remains in full force and effect until terminated as set forth in the above Termination Agreement; (ii) Guarantor has read and understands the terms of the above Termination Agreement; and (iii) Guarantor joins in the releases set forth in Section 5(b) of the above Terminations Agreement in his individual capacity.

GUARANTOR:

____
Roland Lokre, an individual