



PUBLIC WORKS COMMITTEE AGENDA

February 23, 2026 at 5:00 PM

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

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

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

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

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

To view the meeting:

Microsoft Teams

Meeting ID:267 346 808 898 08

Passcode: 34NF2dp9

OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
- 4. Approval of Minutes**
Public Works Committee Meeting held on February 9, 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. 170-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to submit an application to purchase the Sheboygan Breakwater Lighthouse.

- [7.](#) 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).
- [8.](#) Res. No. 174-25-26 by Alderpersons Dekker and Rust declaring May 9, 2026, World Migratory Bird Day and authorizing the appropriate City officials to apply for renewal of the City's designation as a Bird City.
- [9.](#) Res. No. 175-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract for repairs to the watercraft fueling system at the Harbor Centre Marina.

TENTATIVE DATE OF NEXT REGULAR MEETING

10. Next Regular Meeting Date: March 9, 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
PUBLIC WORKS COMMITTEE MINUTES
Monday, February 09, 2026

OPENING OF MEETING

1. Call to Order

The meeting was called to order at 5:00 PM

2. Roll Call

Alders present: Chair Dekker, Vice Chair Rust, Menzer, Boorse - 4

Alders excused: Belanger - 1

3. Pledge of Allegiance

4. **Approval of Minutes**

Public Works Committee Meeting held on January 26, 2026

MOTION TO APPROVE MINUTES FROM JANUARY 26, 2026

Motion made by Rust, Seconded by Boorse

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

5. **Public Comment**

Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

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

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

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Rust, Seconded by Menzer

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

7. Res. No. 154-25-26 by Alders 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 RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Rust, Seconded by Menzer

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

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

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
 Motion made by Rust, Seconded by Boorse
 Voting Yea: Dekker, Rust, Menzer, Boorse - 4

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

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
 Motion made by Rust, Seconded by Boorse
 Voting Yea: Dekker, Rust, Menzer, Boorse - 4

- 10. 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 RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
 Motion made by Rust, Seconded by Menzer
 Voting Yea: Dekker, Rust, Menzer, Boorse - 4

- 11. 2027 Independence Day Parade - Discussion Only

City Attorney Majerus discussed the 2027 Independence Day Parade and fielded comments and feedback from the Committee.

TENTATIVE DATE OF NEXT REGULAR MEETING

- 12. Next Regular Meeting Date: February 23, 2026

ADJOURN MEETING

- 13. Motion to Adjourn

MOTION TO ADJOURN AT 5:24 PM
 Motion made by Rust, Seconded by Menzer
 Voting Yea: Dekker, Rust, Menzer, Boorse - 4



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 |
| Total Estimated Construction Cost | \$495,857 |

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
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**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

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

Table of Contents

| | |
|---|----|
| 1. Title Page | 1 |
| 2. NHLPA Covenant Agreement | 2 |
| 3. Executive Summary | 9 |
| 4. Property Description | 10 |
| Location and Setting | 10 |
| Historic Context | 11 |
| Physical Description | 12 |
| Current Conditions | 13 |
| 5. Master Plan for the Historic Light Station | 14 |
| A. Preservation & Maintenance Plan | 14 |
| B. Use Plan | 17 |
| C. Financial Plan | 20 |
| D. Management Plan | 22 |
| 6. Resolution/Certification of Authority to Acquire Property | 24 |
| 7. Environmental Analysis of Probable Impacts | 26 |
| 8. Appendices | 28 |
| Appendix A: Application Cover Letter | 28 |
| Appendix B: Existing Conditions – Structural Assessment | 29 |
| Appendix C: City of Sheboygan Organizational Chart | 30 |
| Appendix D: Sheboygan Waterfront and Marina Master Plan Report | 31 |

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

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.

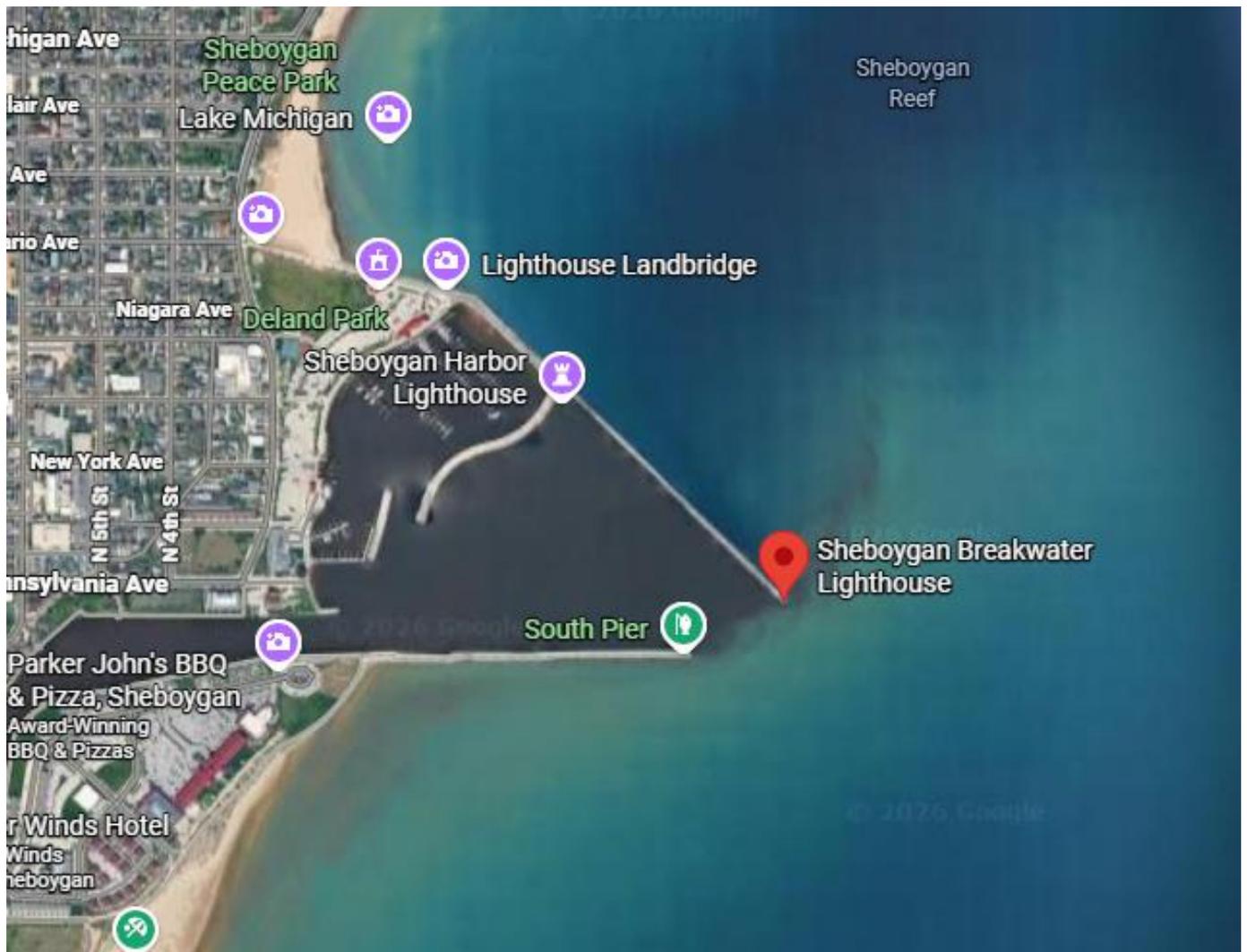
The City of Sheboygan is well-qualified to be the recipient of the Sheboygan Breakwater Lighthouse due to its demonstrated commitment to historic preservation, financial and organizational capacity, and alignment with the public-benefit intent of the NHLPA. The City brings experience in managing public 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 |
| | Total Estimated Construction Costs | \$495,857 |

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:

1000 North Water Street
Suite 1500
Milwaukee, WI 53202
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

TABLE OF CONTENTS

- 1. **INTRODUCTION** 1
 - PURPOSE 1
 - COST ESTIMATING METHODOLOGY 1
- 2. **FIELD OBSERVATIONS**..... 3
 - BACKGROUND 3
- 3. **CONCLUDING REMARKS** 7

APPENDICES

- **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-20th 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 2nd Floor Access

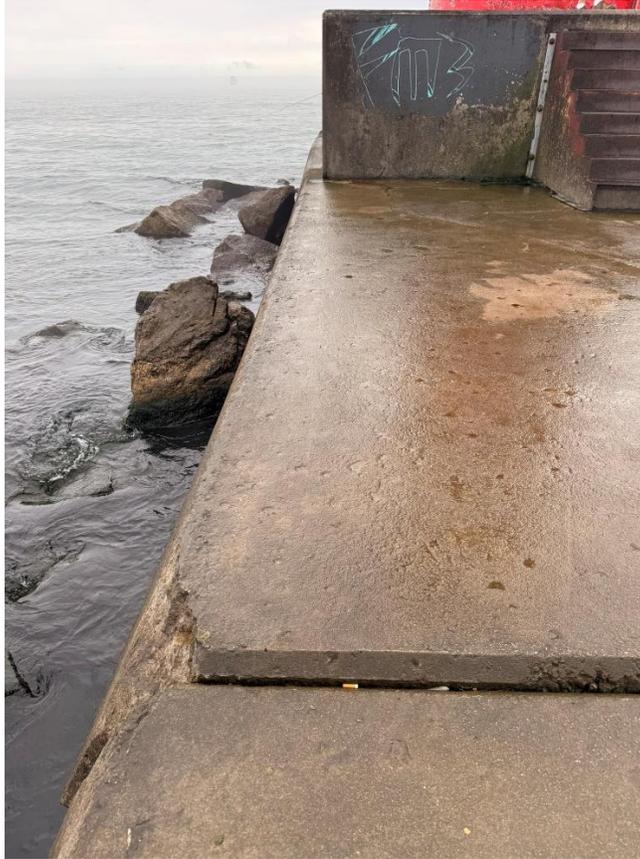


Photo 3: Breakwater Segments



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

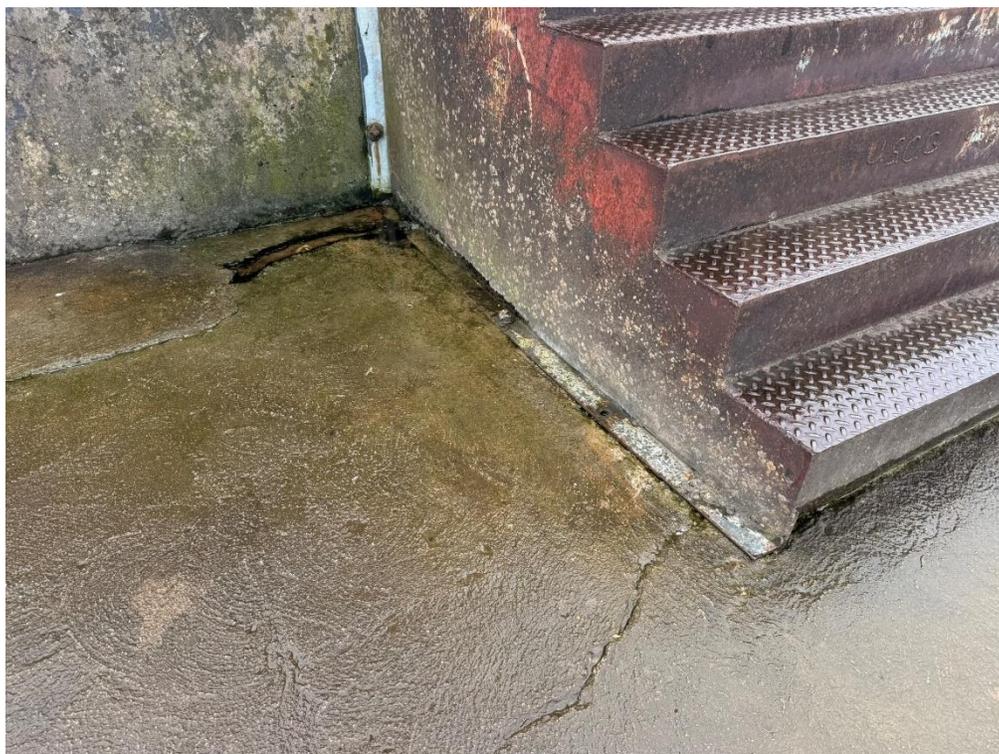


Photo 12: Crack in Concrete at Metal Stair

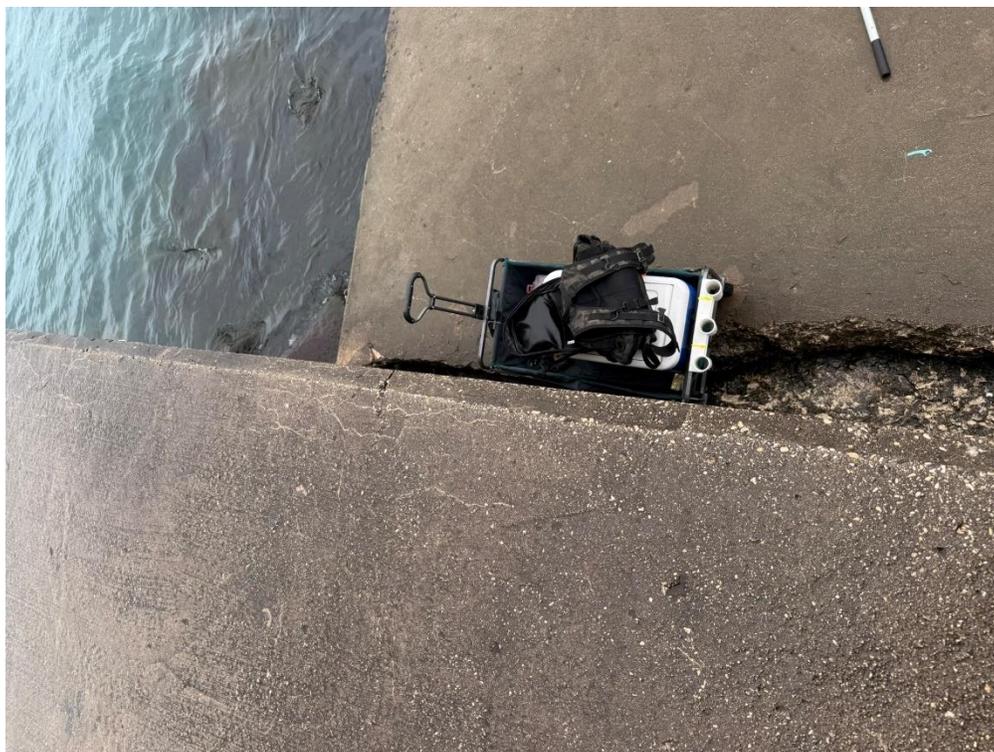


Photo 13: Joint Between Eastern Most Breakwater Segment and Adjacent Segment



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 2nd 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 1st 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

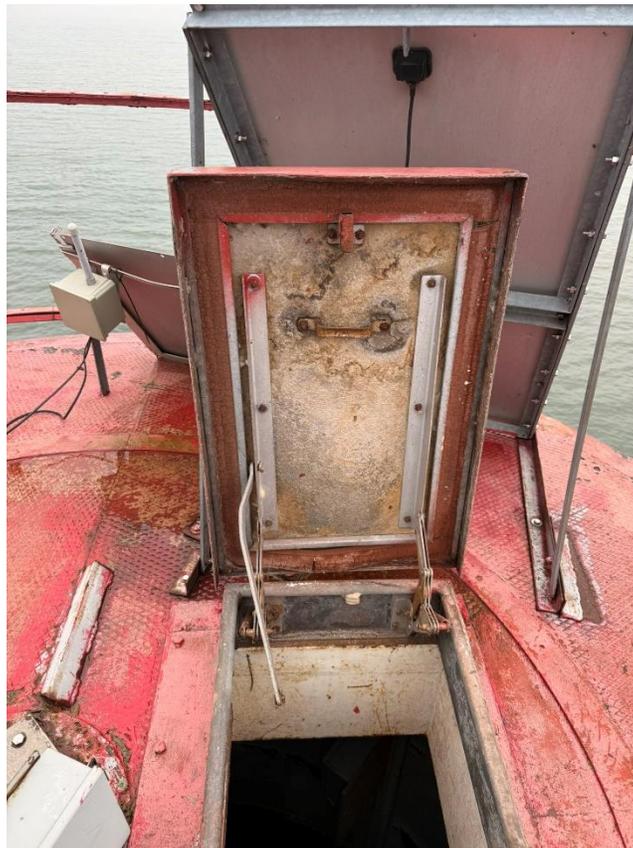


Photo 27: Hatch Hold and Lock Not Functional



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

| | | | |
|-----------|--|----------------|-----------|
| 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 w/ #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 | |

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 |
|--|-----|------|-----------|-----------------|
| SPALLED CONCRETE | | | | |
| 02000 EXISTING CONDITIONS | | | | |
| 02100 Selective Demolition | | | | |
| Sawcut & remove section of concrete wall | 1 | EACH | 4,052.10 | 4,052 |
| Remove steel ladder | 1 | EACH | 4,316.39 | 4,316 |
| SUBTOTAL: Selective Demolition | | | | \$8,368 |
| TOTAL: EXISTING CONDITIONS | | | | \$8,368 |
| 03000 CONCRETE | | | | |
| 03300 Cast in Place Concrete | | | | |
| Repour section of concrete walls, tie into existing. Install embedded ladder rungs | 1 | EACH | 20,835.11 | 20,835 |
| SUBTOTAL: Cast in Place Concrete | | | | \$20,835 |
| TOTAL: CONCRETE | | | | \$20,835 |
| TOTAL: SPALLED CONCRETE | | | | \$29,204 |

| DESCRIPTION | QTY | UM | UNIT COST | TOTAL COST |
|---|-----|------|-----------|----------------|
| CRACKS IN CONCRETE | | | | |
| 03000 CONCRETE | | | | |
| 03300 Cast in Place Concrete | | | | |
| Route & seal crack in concrete | 1 | LSUM | 4,242.44 | 4,242 |
| SUBTOTAL: Cast in Place Concrete | | | | \$4,242 |
| TOTAL: CONCRETE | | | | \$4,242 |
| TOTAL: CRACKS IN CONCRETE | | | | \$4,242 |

| DESCRIPTION | QTY | UM | UNIT COST | TOTAL COST |
|--|-----|------|-------------------------|-----------------|
| METAL STAIRS | | | | |
| 05000 METALS | | | | |
| 05300 Stairs | | | | |
| Remove & replace metal stair w/ code compliant stair | 1 | EACH | 17,699.10 | 17,699 |
| | | | SUBTOTAL: Stairs | \$17,699 |
| TOTAL: METALS | | | | \$17,699 |
| TOTAL: METAL STAIRS | | | | \$17,699 |

| DESCRIPTION | QTY | UM | UNIT COST | TOTAL COST |
|---|-----|------|-----------|----------------|
| SURFACE MOUNTED CONDUIT | | | | |
| 26000 ELECTRICAL | | | | |
| 26200 Main Power Distribution | | | | |
| Review exterior conduit. Seal from elements | 1 | EACH | 3,515.41 | 3,515 |
| SUBTOTAL: Main Power Distribution | | | | \$3,515 |
| TOTAL: ELECTRICAL | | | | \$3,515 |
| TOTAL: SURFACE MOUNTED CONDUIT | | | | \$3,515 |

| DESCRIPTION | QTY | UM | UNIT COST | TOTAL COST |
|---|-----|------|-----------|------------------|
| CORROSION OF STEEL TOWER | | | | |
| 01000 GENERAL REQUIREMENTS | | | | |
| 01600 Construction Access | | | | |
| Scaffolding to access Steel Tower | 1 | LSUM | 63,669.30 | 63,669 |
| SUBTOTAL: Construction Access | | | | \$63,669 |
| TOTAL: GENERAL REQUIREMENTS | | | | \$63,669 |
| 05000 METALS | | | | |
| 05900 Miscellaneous Metals | | | | |
| Isolated steel repairs & replacement at Steel Tower - Allowance | 1 | LSUM | 28,581.94 | 28,582 |
| SUBTOTAL: Miscellaneous Metals | | | | \$28,582 |
| TOTAL: METALS | | | | \$28,582 |
| 09000 FINISHES | | | | |
| 09600 Paints & Coatings | | | | |
| Prepare & paint steel tower | 1 | EACH | 64,477.30 | 64,477 |
| SUBTOTAL: Paints & Coatings | | | | \$64,477 |
| TOTAL: FINISHES | | | | \$64,477 |
| TOTAL: CORROSION OF STEEL TOWER | | | | \$156,729 |

| DESCRIPTION | QTY | UM | UNIT COST | TOTAL COST |
|--|-----|------|-----------|-----------------|
| TOWER CONNECTION TO CONCRETE | | | | |
| 05000 METALS | | | | |
| 05900 Miscellaneous Metals | | | | |
| Survey tower & breakwater. Perform correctional repairs as necessary - Allowance | 1 | LSUM | 74,745.82 | 74,746 |
| SUBTOTAL: Miscellaneous Metals | | | | \$74,746 |
| TOTAL: METALS | | | | \$74,746 |
| TOTAL: TOWER CONNECTION TO CONCRETE | | | | \$74,746 |

| DESCRIPTION | QTY | UM | UNIT COST | TOTAL COST |
|--|-----|------|-----------|----------------|
| LADDER TO LOWER CHAMBER | | | | |
| 05000 METALS | | | | |
| 05400 Metal Fabrications | | | | |
| Remove & replace ladder to lower chamber | 1 | EACH | 8,166.11 | 8,166 |
| SUBTOTAL: Metal Fabrications | | | | \$8,166 |
| TOTAL: METALS | | | | \$8,166 |
| TOTAL: LADDER TO LOWER CHAMBER | | | | \$8,166 |

| DESCRIPTION | QTY | UM | UNIT COST | TOTAL COST |
|--|---------------------------------------|------|-----------|----------------|
| DOORS & PORTHOLES THROUGH TOWER WALL | | | | |
| 05000 METALS | | | | |
| 05900 Miscellaneous Metals | | | | |
| Weld existing door shut | 1 | EACH | 1,538.80 | 1,539 |
| | SUBTOTAL: Miscellaneous Metals | | | \$1,539 |
| TOTAL: METALS | | | | \$1,539 |
| TOTAL: DOORS & PORTHOLES THROUGH TOWER WALL | | | | \$1,539 |

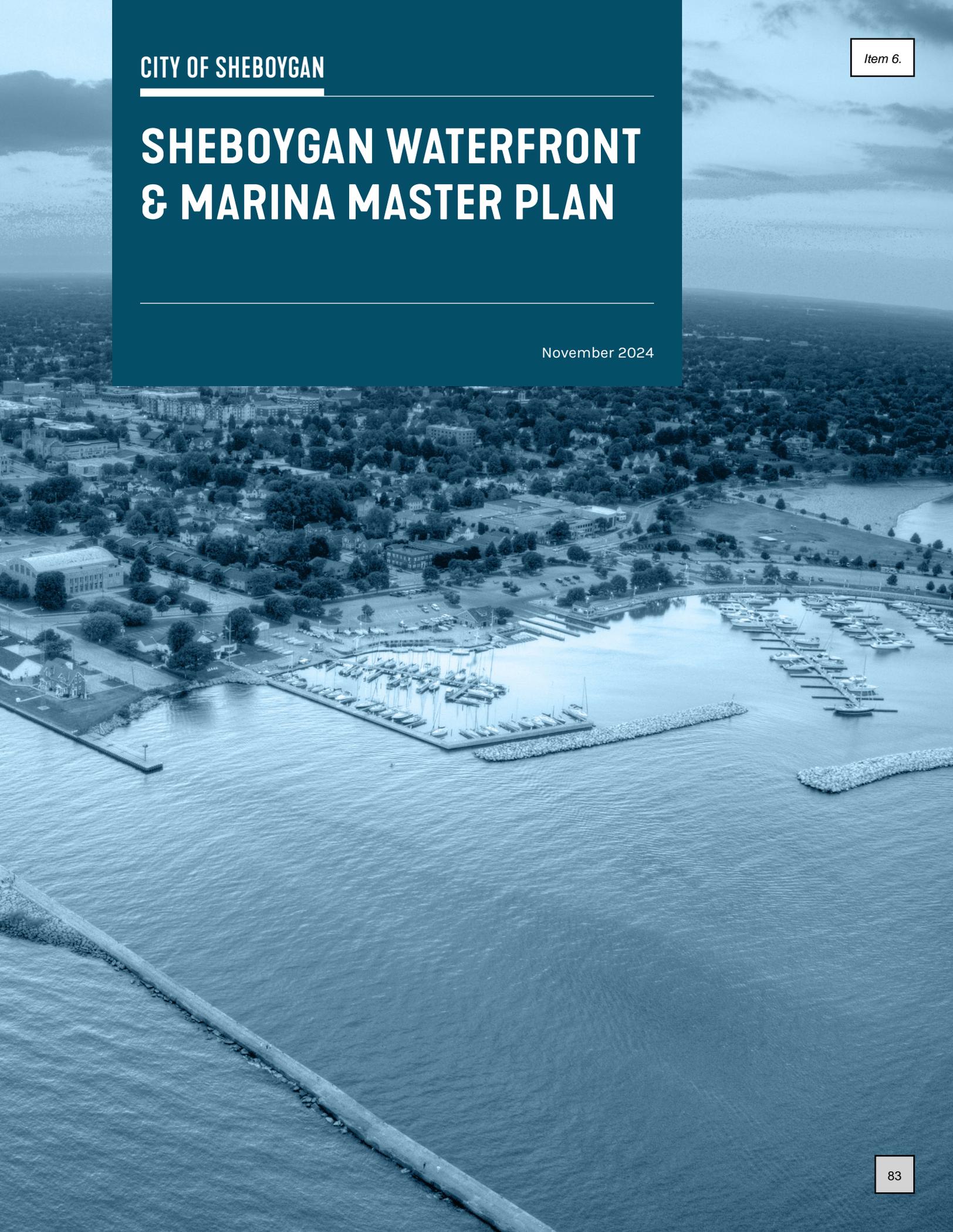
| DESCRIPTION | QTY | UM | UNIT COST | TOTAL COST |
|--|-----|------|--------------------------------------|----------------|
| ROOF/LIGHT LEVEL HATCH | | | | |
| 07000 THERMAL & MOISTURE PROTECTION | | | | |
| 07500 Roofing Specialties | | | | |
| Reconnect arm at hatch. Service & install new lock | 1 | EACH | 2,533.06 | 2,533 |
| | | | SUBTOTAL: Roofing Specialties | \$2,533 |
| TOTAL: THERMAL & MOISTURE PROTECTION | | | | \$2,533 |
| TOTAL: ROOF/LIGHT LEVEL HATCH | | | | \$2,533 |

| DESCRIPTION | QTY | UM | UNIT COST | TOTAL COST |
|---|-----|------|-----------|-----------------|
| GUARDRAIL AT ROOF/LIGHT LEVEL | | | | |
| 05000 METALS | | | | |
| 05400 Metal Fabrications | | | | |
| Remove & replace roof guardrail | 1 | EACH | 13,486.72 | 13,487 |
| SUBTOTAL: Metal Fabrications | | | | \$13,487 |
| TOTAL: METALS | | | | \$13,487 |
| TOTAL: GUARDRAIL AT ROOF/LIGHT LEVEL | | | | \$13,487 |

Appendix D: Sheboygan Waterfront and Marina Master Plan Report

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

TABLE OF CONTENTS

| | |
|--|-----------|
| SECTION 1 | |
| EXECUTIVE SUMMARY | 04 |
| SECTION 2 | |
| EXISTING CONDITIONS & SITE ANALYSIS | 08 |
| SECTION 3 | |
| COMMUNITY ENGAGEMENT | 14 |
| SECTION 4 | |
| MASTER PLAN | 20 |
| SECTION 5 | |
| IMPLEMENTATION | 48 |
| SECTION 6 | |
| APPENDIX | 54 |



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

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.

2 ECONOMY & EDUCATION

3 LAKEFRONT AMENITIES

4 ECOLOGICAL FUNCTIONS

5 CONNECTIVITY

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.





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.

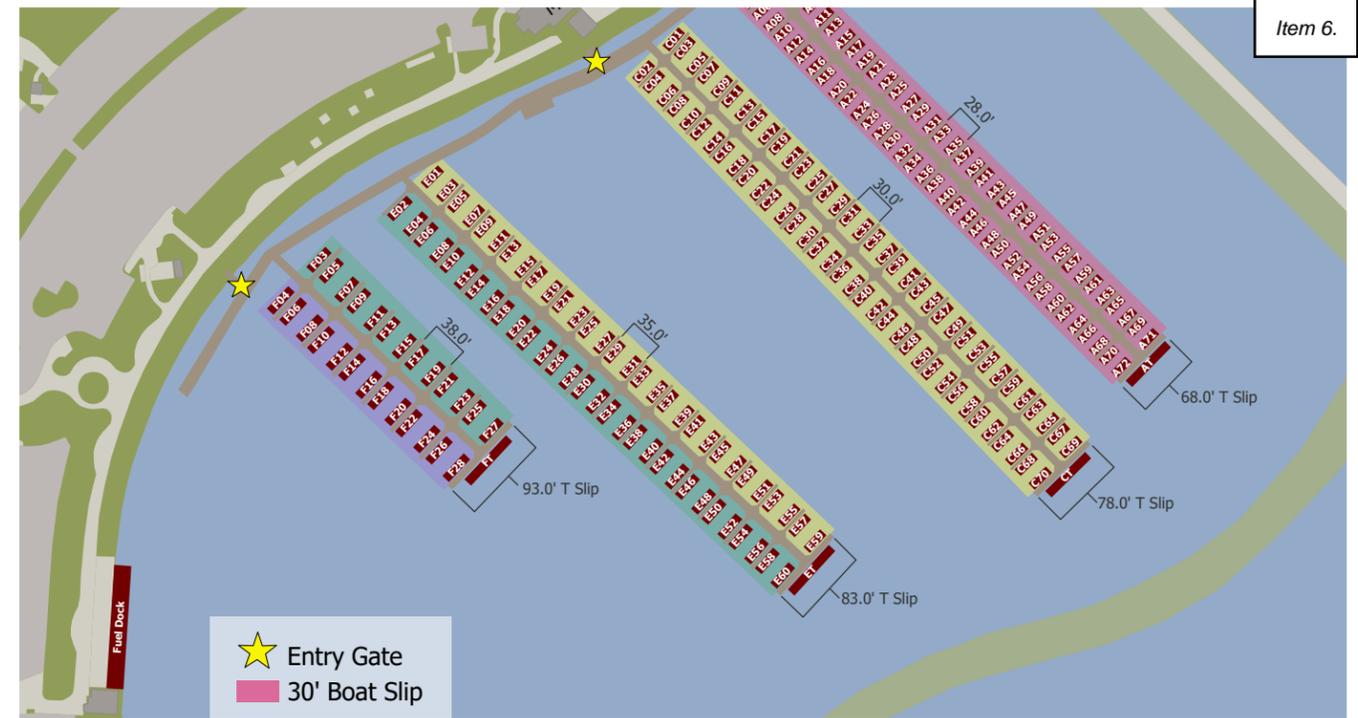
EXISTING CONDITIONS

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'

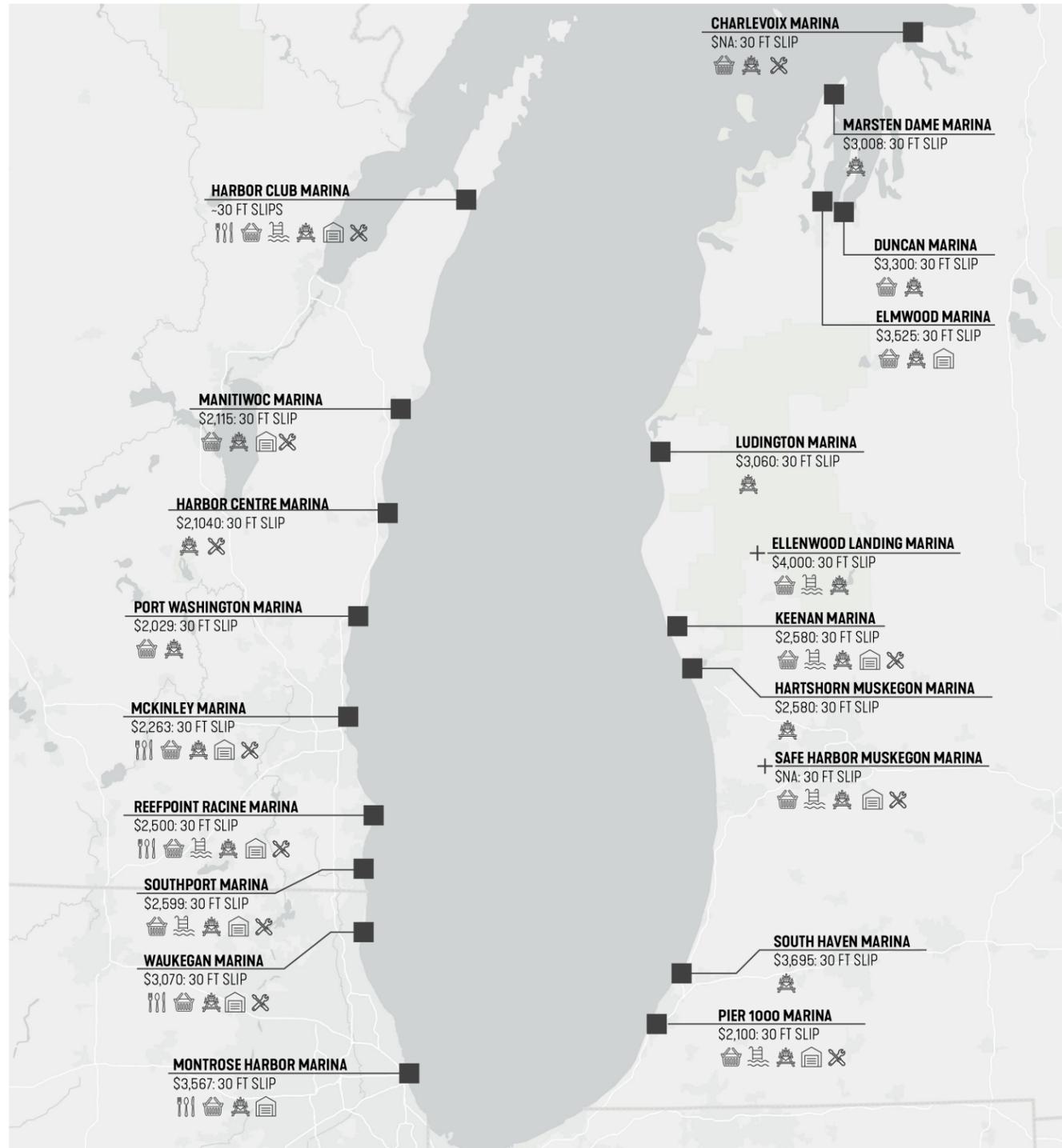
A marginal dock runs parallel to shore and connects the four docks together, providing shore access via gangways. The marginal dock includes a picnic area with grills for the boaters, along with a kayak storage and launching facility. In addition to the main dock areas, the marina also has a separate 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.



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).



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.



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.

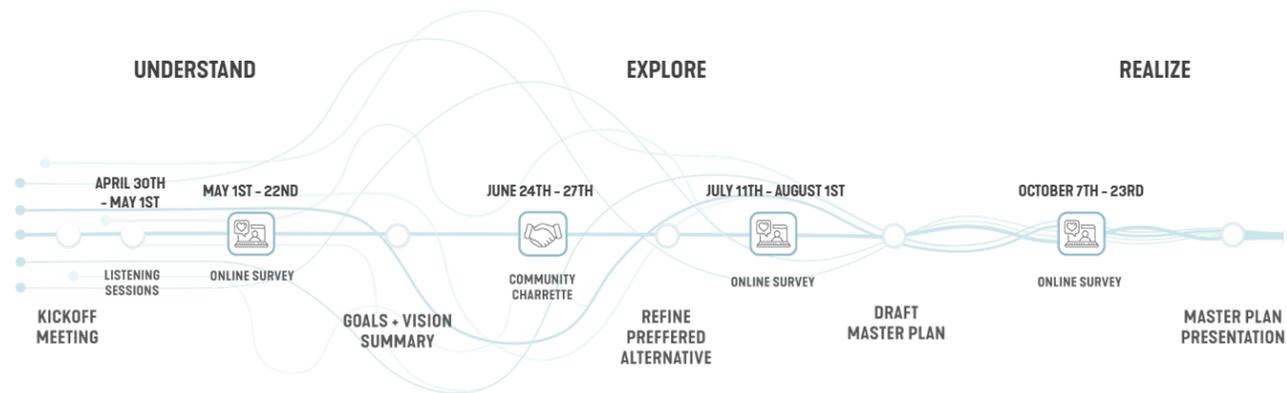


COMMUNITY ENGAGEMENT

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

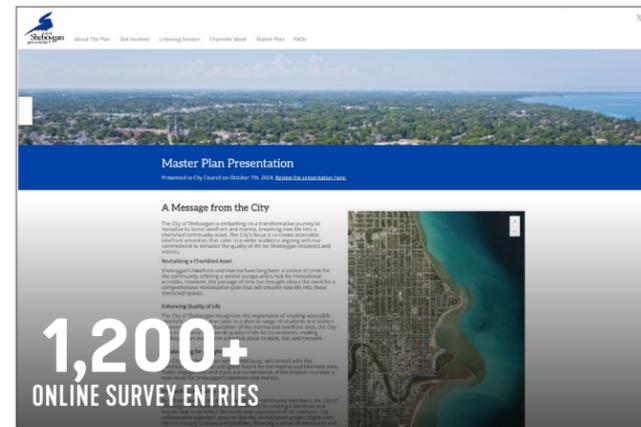
online input sessions. Individual stakeholder groups included business leaders, neighborhood groups, charter fishermen, and active recreation and young professionals.



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

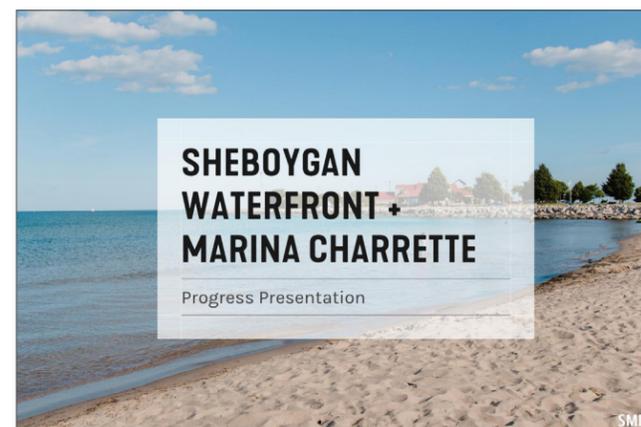
The team launched the website as a resource for the community to keep track of the project throughout all of its phases.



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

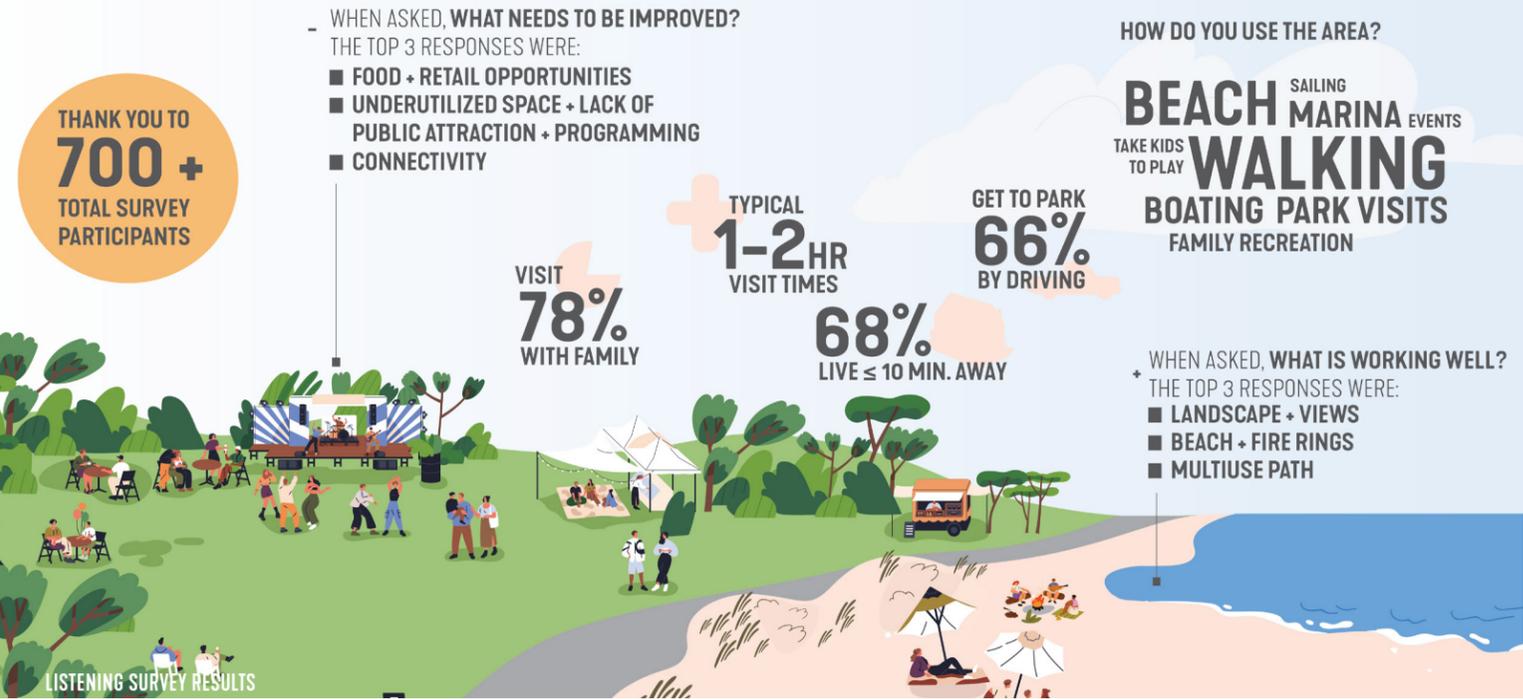
AN ASSET FOR ALL

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

CHARRETTE OPEN DESIGN STUDIO

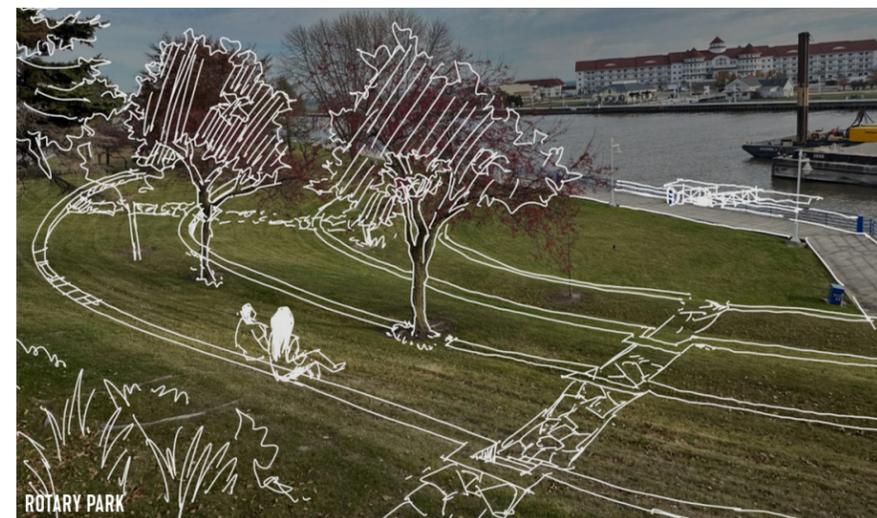
Item 6.

Design Sketches

Charrette attendees reviewed and provided feedback on sketches to inform a preferred concept.

PREFERRED ALTERNATIVE SKETCH

NORTH ↑



PREFERRED ALTERNATIVE

Item 6.

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



LEGEND

PARK + UPLAND

- ① RELOCATED LOTTIE COOPER
- ② UPDATED PLAYScape
- ③ DUNE RESTORATION
- ④ GATEWAY BUILDING
- ⑤ ICE RIBBON
- ⑥ HMONG MEMORIAL
- ⑦ PICKLEBALL COURTS
- ⑧ SHADE PAVILION
- ⑨ PARKING

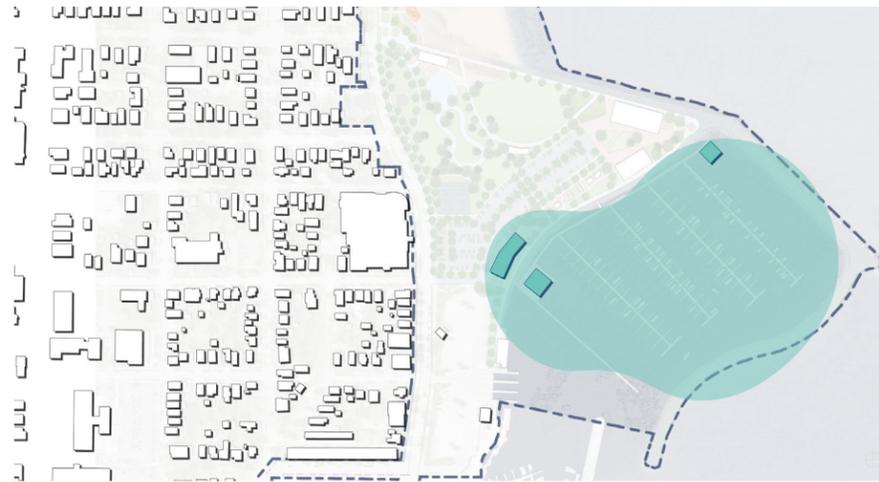
PROMENADE + POINT

- ⑩ CONCESSIONAIRE KIOSKS
- ⑪ WATER EDUCATION BUILDING
- ⑫ RESTAURANT + EVENT BUILDING

MARINA

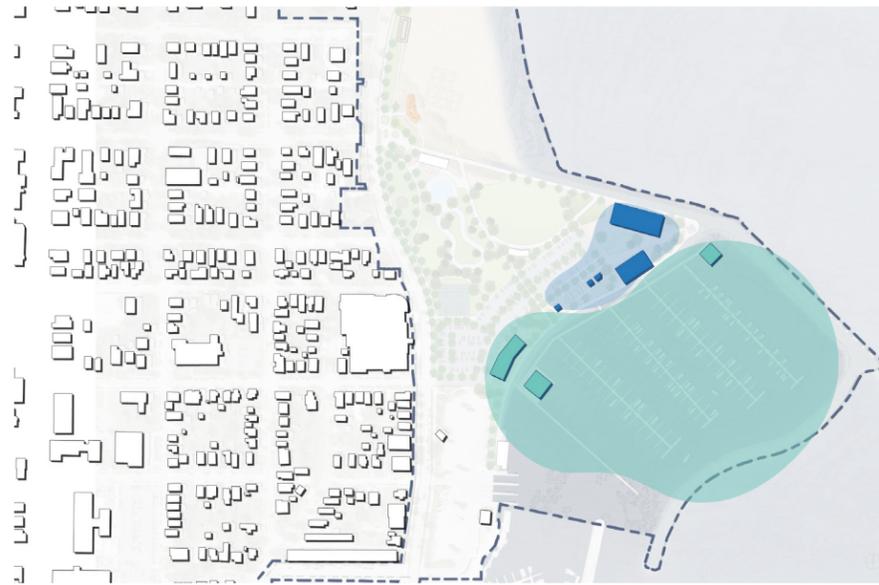
- ⑬ MARINA + PARK ADMINISTRATION BUILDING
- ⑭ MARINA FACILITIES
- ⑮ FUEL SERVICE + MAINTENANCE BUILDING

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.

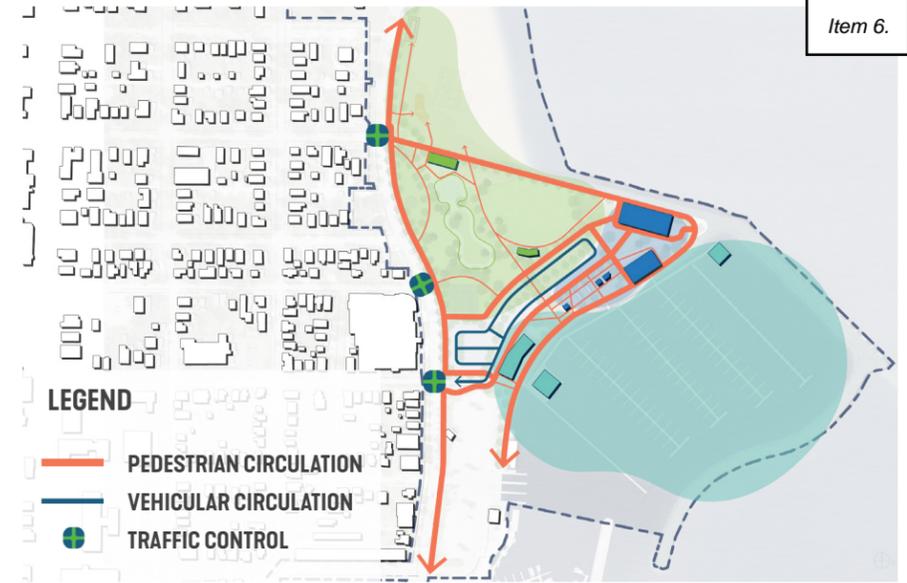


PARK AMENITIES

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



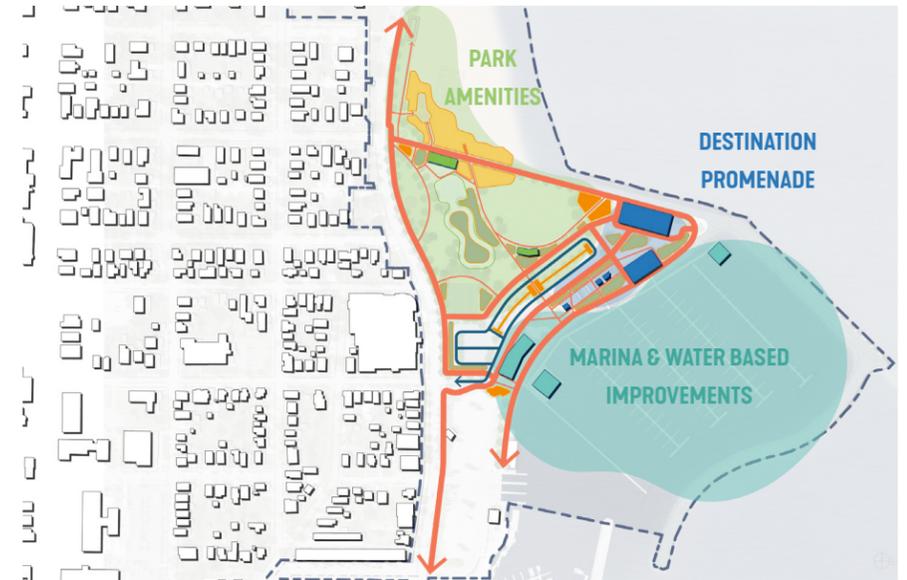
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INTEGRATE LANDSCAPE

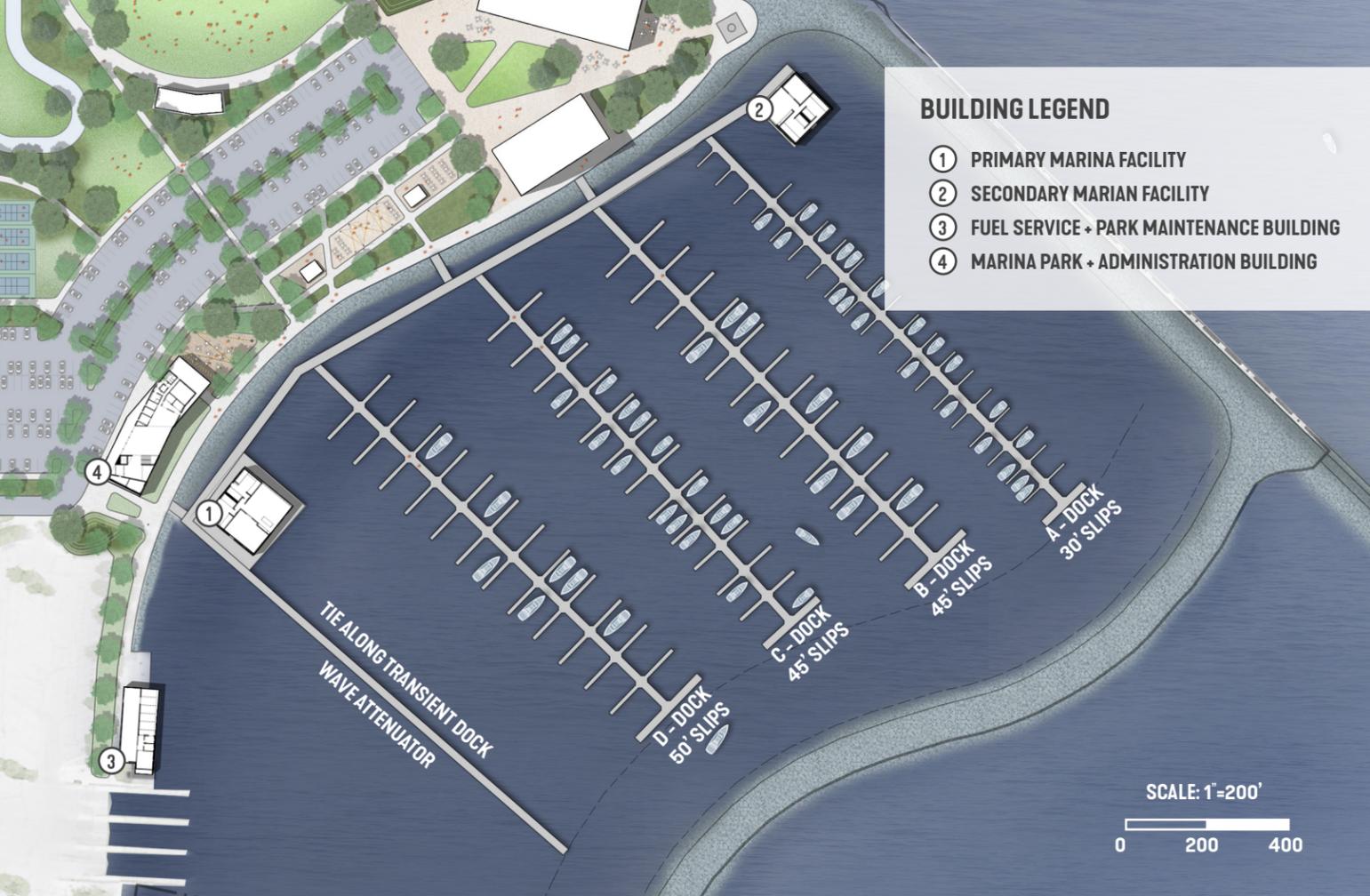
Expand the existing dunes, provide stormwater management areas and native planting to enhance the lakeside character and habitat of the park.



OVERALL







Item 6.

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

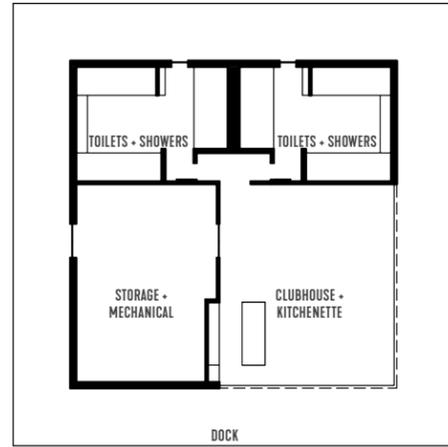
- 8,000 SF Footprint
- 1,100 SF Covered Outdoor Boater's Patio
- 550 SF Upper Level Outdoor Terrace

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.

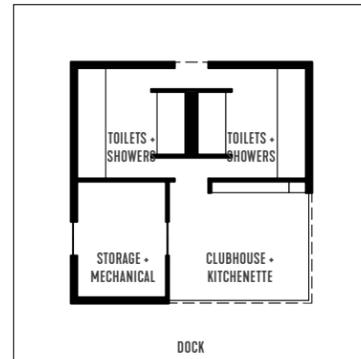


MARINA FACILITIES
NORTH ↗ 1/32" = 1'-0"

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

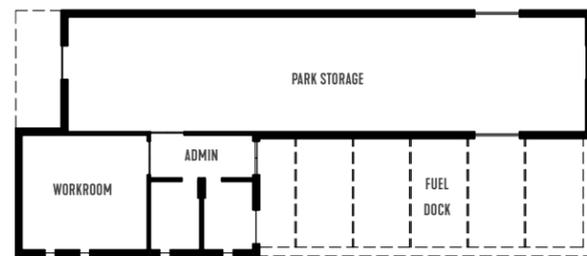


MARINA FACILITIES
NORTH ↗ 1/32" = 1'-0"

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

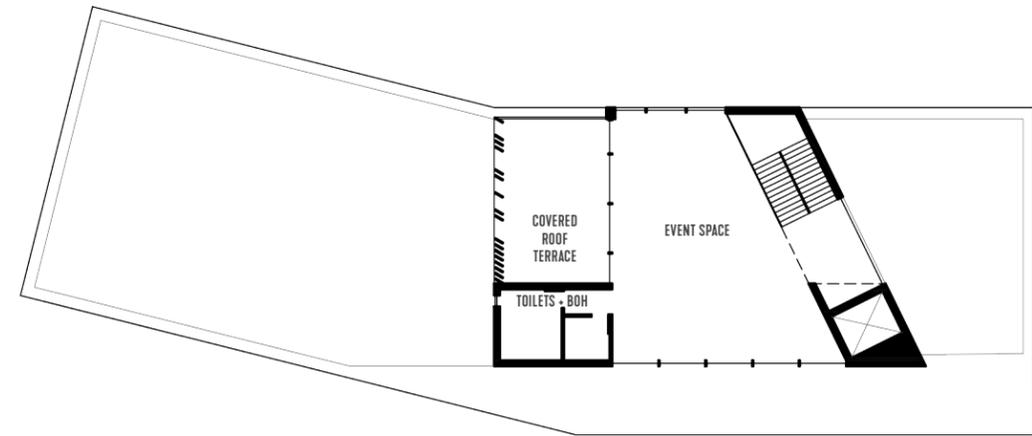


MAINTENANCE & FUEL STATION
NORTH ↗ 1/32" = 1'-0"

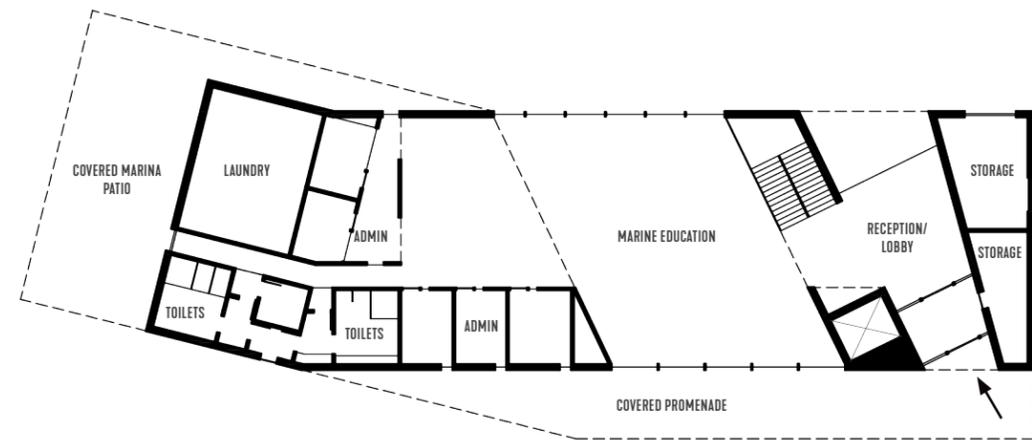
MAINTENANCE & FUEL STATION

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"

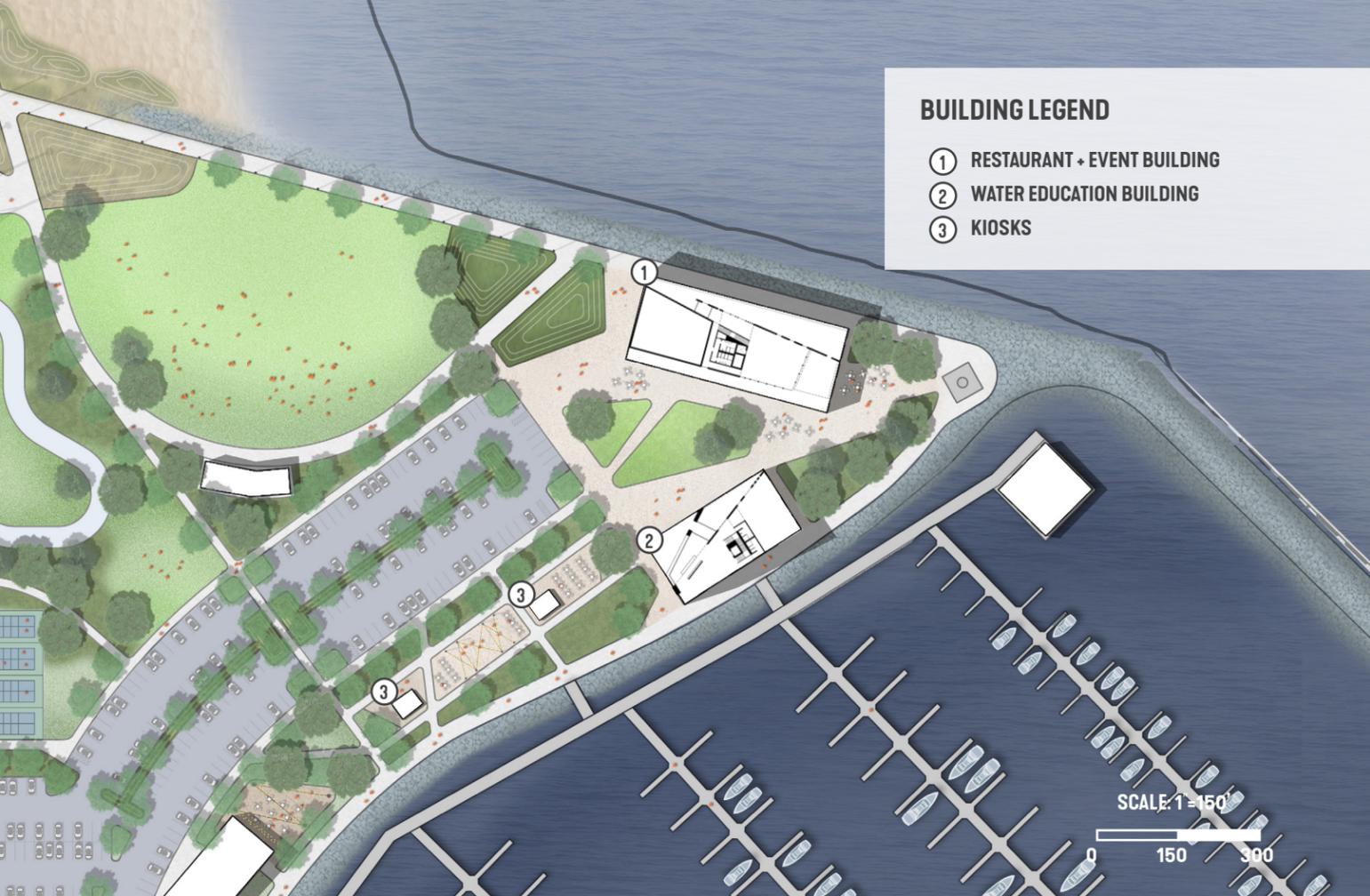
MARINA ADMINISTRATION + PARKS BUILDING

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

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.



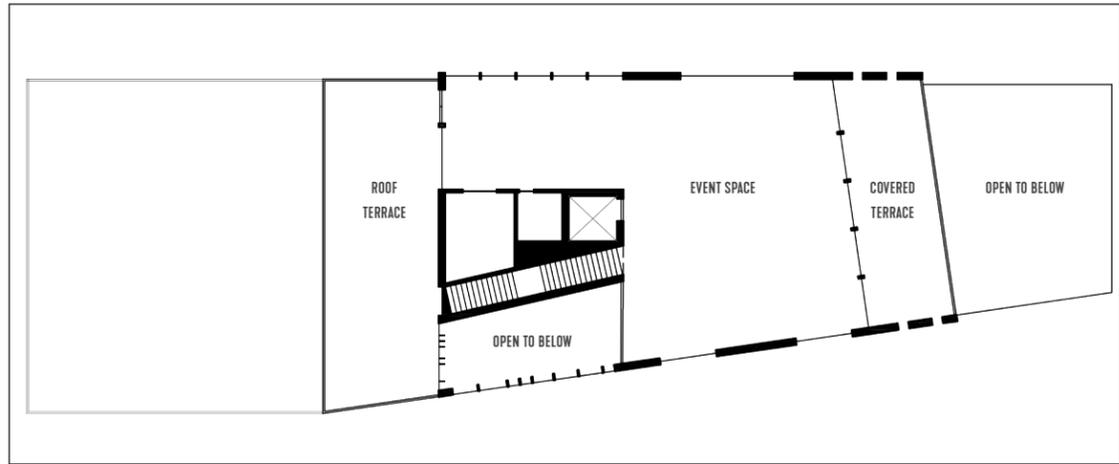
PROMENADE + POINT SUMMARY

- | | | |
|---|---|---|
| <p>① RESTAURANT + EVENT BUILDING</p> <ul style="list-style-type: none"> ■ 8,500 SF In/Outdoor Restaurant ■ 2,500 SF Event Space | <p>② WATER EDUCATION BUILDING</p> <ul style="list-style-type: none"> ■ Visitor Education Center, Retail, + Storage ■ 9,900 SF Footprint | <p>③ KIOSKS + FLEX GATHERING PARK</p> <ul style="list-style-type: none"> ■ 300-500 SF Kiosk Park |
|---|---|---|

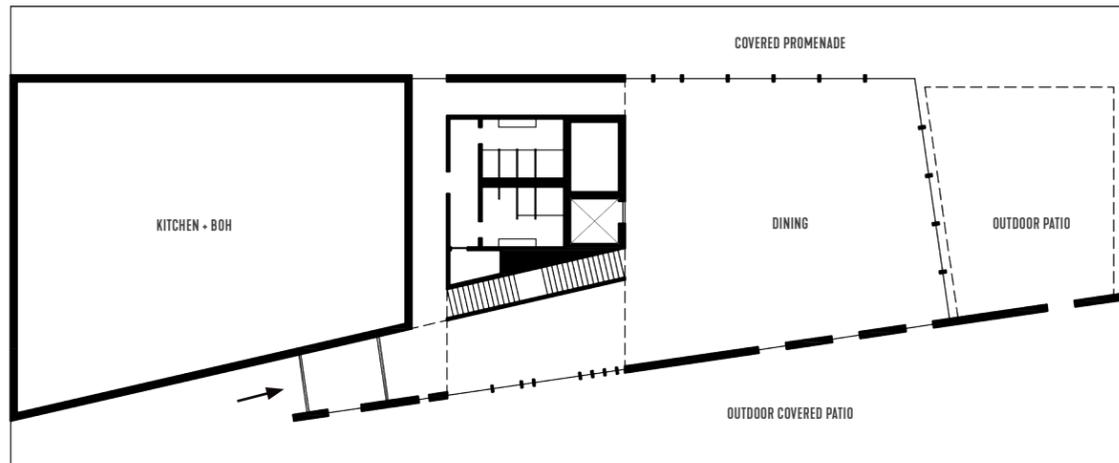
THE POINT

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

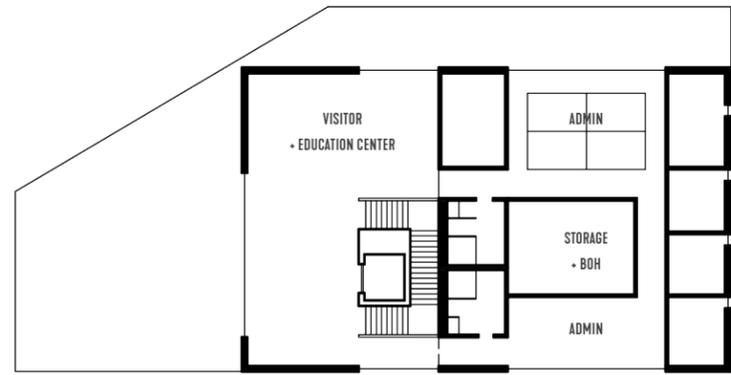
Design Concept

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

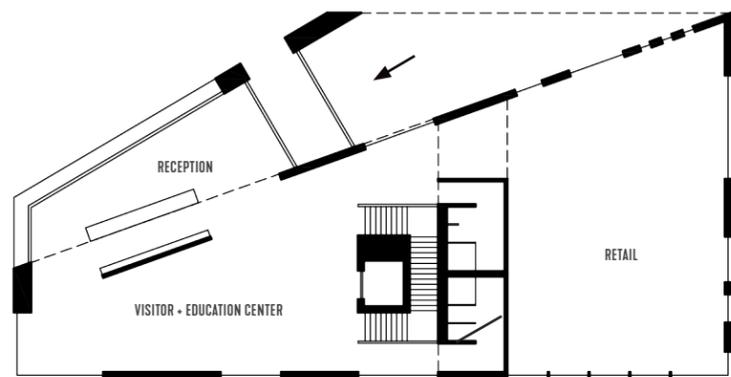
RESTAURANTS

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

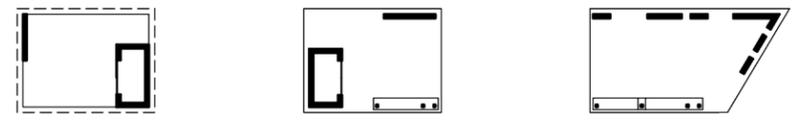


WATER EDUCATION BUILDING: UPPER LEVEL 1/32" = 1'-0"



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





Shelbygan
Bistro

ALL DAY
SPECIALS
BRUNCH
LUNCH
DINNER
TEA



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

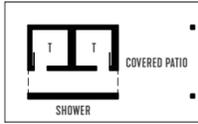
Landscape improvements for the park should consider viewsheds and maintenance considerations and should include native vegetation that improved lakeside habitat. The plan incorporates additional dune areas as well as flow-through planters and sweeps of native grasses.

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

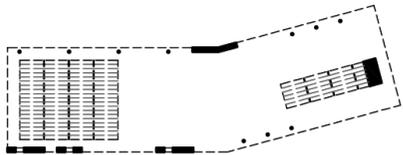
recommends exploring an option to relocate the Lottie Cooper near the beach at the site of the existing bathhouse, which will be removed. The ship should also receive additional weather protection to preserve it. The existing beach volleyball will remain and access between the park and beach will be enhanced. The existing tennis courts will be rebuilt and lined for pickleball. An additional restroom will be provided north of the beach.



RESTROOM 1/32" = 1'-0"
NORTH ↑

NORTH BEACH RESTROOMS
Design Concept

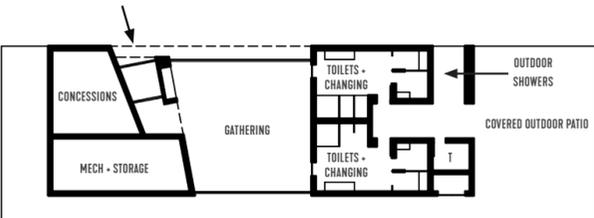
Located at the north end of the beach, this building offers restrooms and outdoor rinsing stations for the convenience of beach goers



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



Item 6.

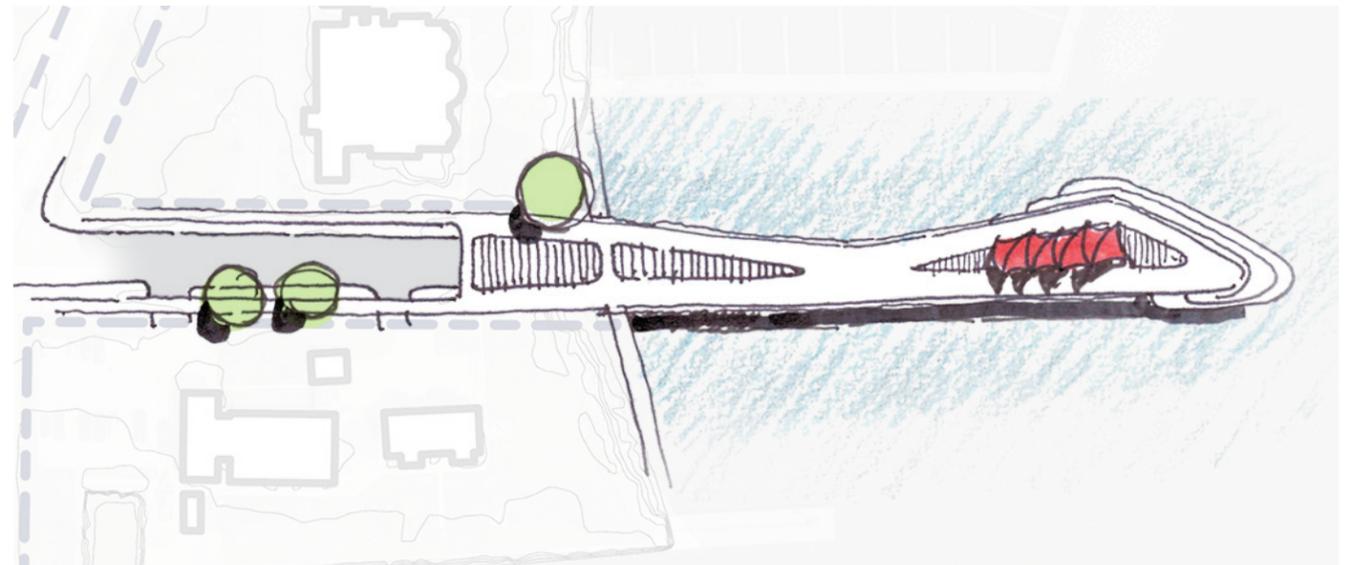
GATEWAY PAVILION SUMMERTIME





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 6.





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

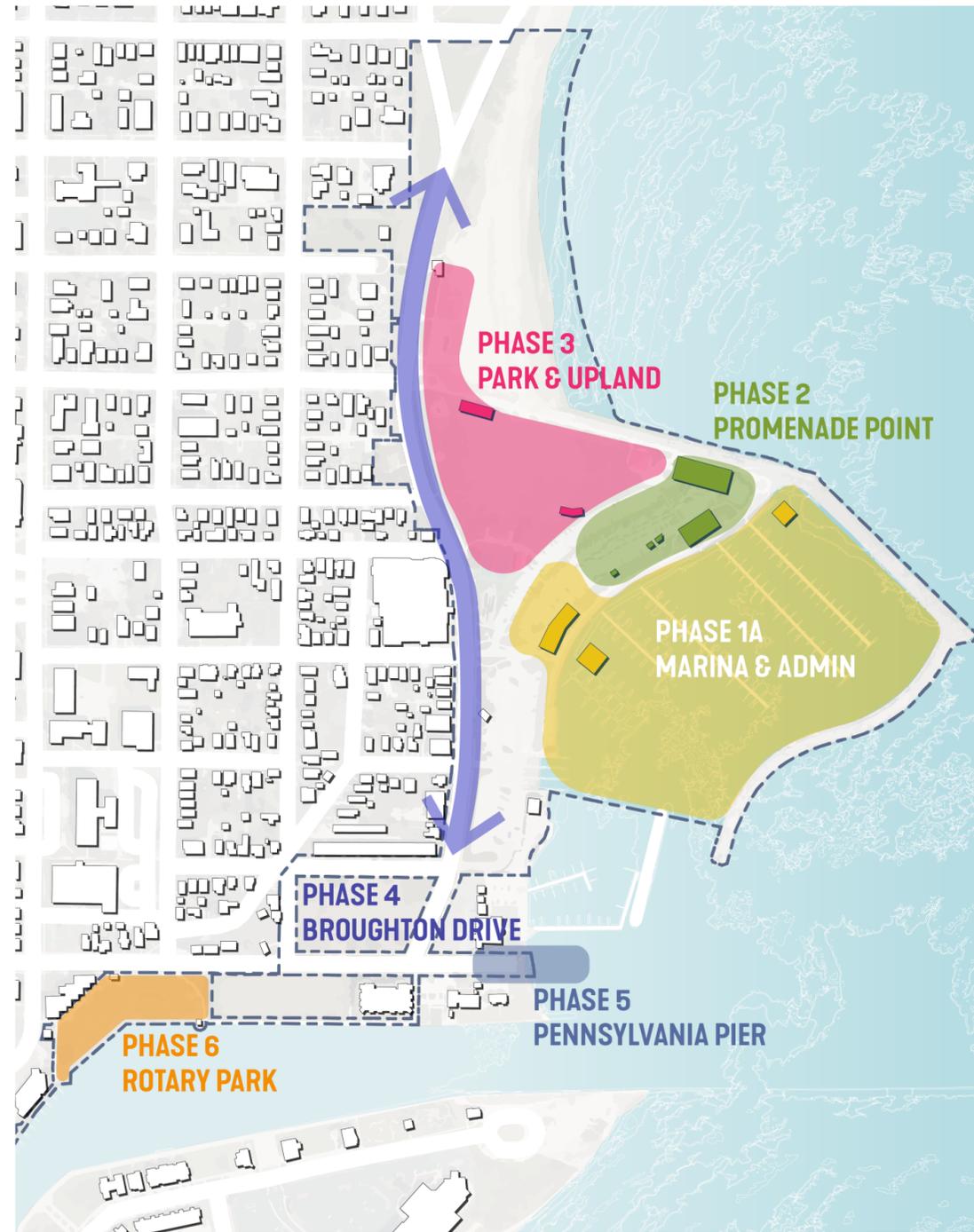
PHASE 3 PROMENADE BUILDINGS

PHASE 4 PENNSYLVANIA PIER

OPINION OF PROBABLE CONSTRUCTION COST

Item 6.

| ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT COST | EXTENDED COST | |
|--|--|----------|------|--------------|-------------------------|----------------------|
| SITE PREPARATION & INFRASTRUCTURE | | | | | | |
| | 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 | |
| | | | | | Subtotal: | \$ 6,725,000 |
| MARINA | | | | | | |
| | 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 | |
| | | | | | Subtotal: | \$ 15,197,375 |
| PROMENADE | | | | | | |
| | 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 | |
| | | | | | Subtotal: | \$ 17,728,185 |
| GATEWAY PLAZA, PARK SPACE, AND BEACH | | | | | | |
| | 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 | |
| | | | | | Subtotal: | \$ 8,340,000 |
| ROTARY PARK | | | | | | |
| | Kayak Launch | 1 | LS | \$ 10,000 | \$ 10,000 | |
| | Concessionaire Kiosk | 100 | SF | \$ 300 | \$ 30,000 | |
| | Shelter | 1000 | SF | \$ 500 | \$ 500,000 | |
| | | | | | Subtotal: | \$ 540,000 |
| PIER AT PENNSYLVANIA | | | | | | |
| | Pier | 1 | LS | \$ 3,500,000 | \$ 3,500,000 | |
| | | | | | Subtotal: | \$ 3,500,000 |
| | | | | | PROJECT SUBTOTAL | \$ 52,030,560 |
| ADDITIONALS | | | | | | |
| 1 | MOBILIZATION - 5% | | | | \$ 2,601,528.00 | |
| 2 | CONSTRUCTION CONTINGENCY 30% | | | | \$ 15,609,000 | |
| 3 | DESIGN & PERMITTING CONTINGENCY 20% | | | | \$ 10,406,000 | |
| | | | | | Subtotal: | \$ 28,616,528 |
| | | | | | PROJECT TOTAL | \$ 80,647,088 |



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 | | | | | |
| TRAILS | | | | | | | | | |
| 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 |
| MARINA/BOATING | | | | | | | | | |
| 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 | |
| GREEN INFRASTRUCTURE AND RESILIENCE | | | | | | | | | |
| 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 | |
| ECOLOGY / HABITAT | | | | | | | | | |
| US Fish and Wildlife Service Midwest Coastal Program | | | X | X | Approximately \$200,000 | Federal | Not required, but encouraged | March, Annually | July, Annually |
| DEVELOPMENT | | | | | | | | | |
| 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.

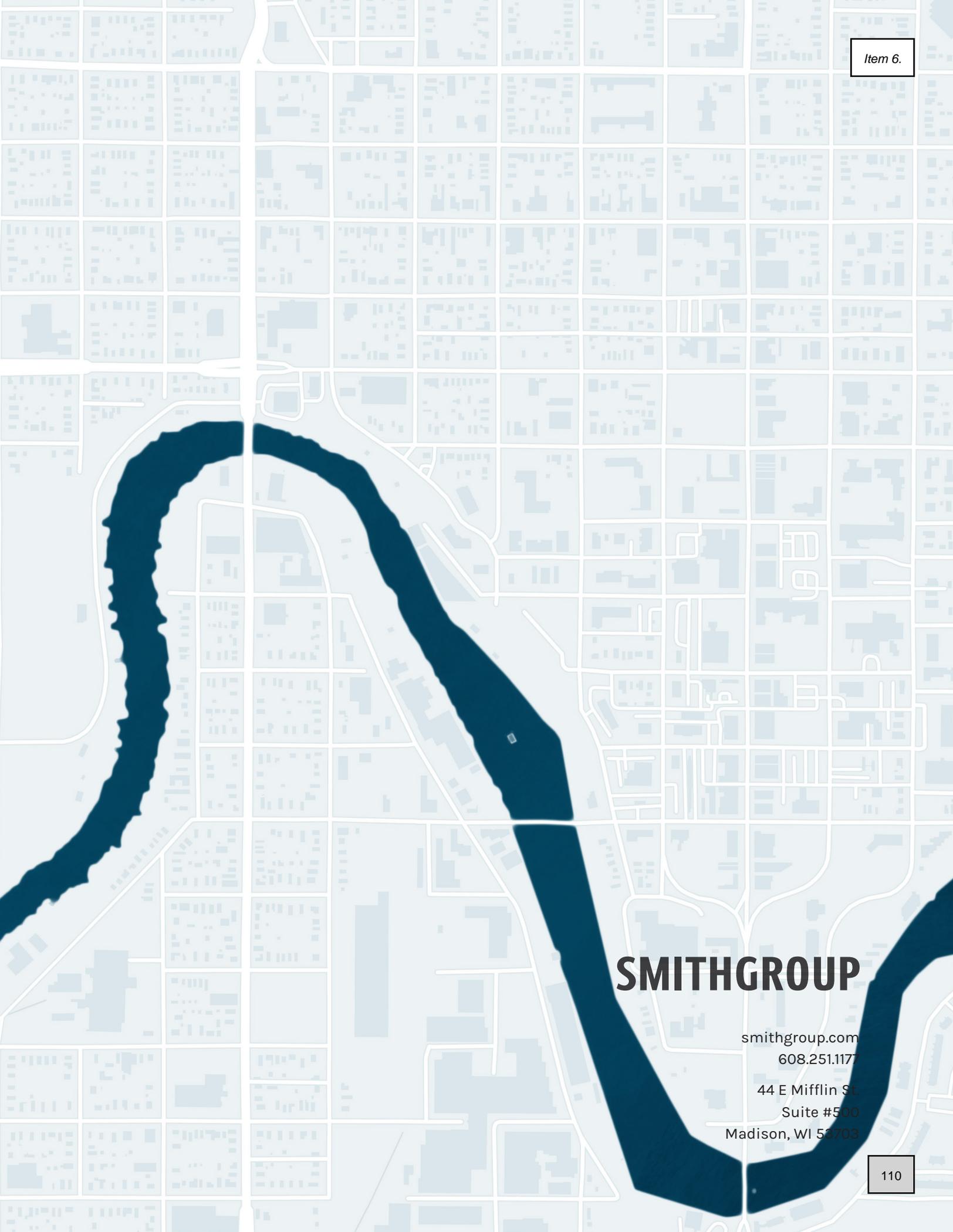
Integrating biofiltration with native landscaping creates a sustainable and effective stormwater management system that benefits both the environment and the harbor community. This approach enhances green spaces and creates native habitat supporting local birds, wildlife, and pollinators like bees and 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

smithgroup.com
608.251.1177
44 E Mifflin St.
Suite #500
Madison, WI 53703

AGENDA ITEM MEMORANDUM

DATE: 2/19/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 172-25-26 - Authorizing the appropriate City to enter into a contract with Vinton Construction Company for the 2026 Concrete Pavement Repairs - South Business Drive and South 14th Street (Union Avenue – Indiana Avenue).

ISSUE

Should the Public Works Committee recommend approving the resolution?

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

BACKGROUND/DISCUSSION

This resolution seeks the approval of a construction contract with Vinton Construction Company for the completion of concrete pavement repairs. Funding for these repairs was included in the 2026-2030 Capital Improvement Plan.

This project proposes repairing and replacing damaged and failing concrete pavement on South Business Drive/South 14th Street between Union Avenue and Indiana Avenue. Additionally, cracked storm sewer piping will be replaced.

Construction is expected to begin this spring and will be completed no later than August 6, 2026.

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

| <u>Contractor</u> | <u>Bid Amount</u> |
|-----------------------------|-------------------|
| Vinton Construction Company | \$521,104.50 |
| LaLonde Contractors, Inc. | \$530,79.045 |
| Zignego Company, Inc. | \$730,258.00 |

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

FUNDING IMPACT

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

IF APPROVED, NEXT STEPS:

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



DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**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

| | | | | |
|---|--|-----------------|-----------|-------|
| PROJECT MANU | | | | |
|  | 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 14th 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

| | | | |
|---|--|---------------------------|--------------|
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: Agreement | |
| | | Section: 00 52 00 | |
| | | Bid Number: C26-02 | Page: 2 of 7 |

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.

| | | | | | |
|---|--|-----------------|-----------|-------|--------|
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: | Agreement | | |
| | | Section: | 00 52 00 | | |
| | | Bid Number: | C26-02 | Page: | 3 of 7 |

- 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.

| | | | | | |
|---|--|-----------------|-----------|-------|--------|
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: | Agreement | | |
| | | Section: | 00 52 00 | | |
| | | Bid Number: | C26-02 | Page: | 4 of 7 |

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.

| | | | | | |
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|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: | Agreement | | |
| | | Section: | 00 52 00 | | |
| | | Bid Number: | C26-02 | Page: | 5 of 7 |

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.

| | | | | | |
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|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: | Agreement | | |
| | | Section: | 00 52 00 | | |
| | | Bid Number: | C26-02 | Page: | 6 of 7 |

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)

| | | | |
|---|--|-----------------|-----------|
| PROJECT MANU | | | |
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: | Agreement |
| | | Section: | 00 52 00 |
| | | Bid Number: | C26-02 |

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

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

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

CONTRACTOR:

City of Sheboygan

By: _____
(signature)

Name, Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By: _____
(signature)

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: _____

| | | | | | |
|---|--|-----------------|-------------------|-------|--------|
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: | Table of Contents | | |
| | | Section: | 00 01 10 | | |
| | | Bid Number: | C26-02 | Page: | 1 of 2 |

2026 Concrete Pavement Repairs
S Business Dr and S 14th St
(Union Avenue – Indiana Avenue)

| SECTION | TITLE | Pages |
|------------|--|-------|
| 00 00 00 | PROCUREMENT AND CONTRACTING REQUIREMENTS | |
| | Introductory Information | |
| 00 01 01 | Cover | 1 |
| 00 01 10 | Table of Contents | 2 |
| | Procurement Requirements | |
| 00 11 13 | Advertisement for Bids | 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 |
| | Contracting Requirements | |
| 00 52 00 | Agreement | 7 |
| 00 55 00 | Notice to Proceed | 1 |
| 00 61 13 | Performance Bond Form | 3 |
| 00 61 14 | Payment Bond Form | 3 |
| 00 62 11 | Submittal Cover | 1 |
| 00 62 76 | Application for Payment | 2 |
| 00 63 13 | Request for Information | 1 |
| 00 63 63 | Change Order Form | 2 |
| 00 65 16 | Certificate of Substantial Completion | 1 |
| 00 65 18 | Contractor's Affidavit of Compliance Certification and Release | 1 |
| 00 65 19 | Consent of Surety to Final Payment | 1 |
| 00 72 00 | Standard General Conditions of the Construction Contract – 2018 | 78 |
| 00 73 00 | Supplementary Conditions | 14 |
| | GENERAL REQUIREMENTS | |
| 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 |

| | | | |
|---|--|-----------------------------------|--------------|
|  | Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 | Document Title: Table of Contents | |
| | | Section: 00 01 10 | |
| | | Bid Number: C26-02 | Page: 2 of 2 |

| SECTION | TITLE | Pages |
|-----------------|---|-------|
| 31 00 00 | EARTHWORK | |
| 31 25 00 | Erosion Control and Site Maintenance | 3 |
| 32 00 00 | EXTERIOR IMPROVEMENTS | |
| 32 10 00 | Grading, Pavement, Curb and Gutter, and Sidewalk | 5 |
| 33 00 00 | UTILITIES | |
| 33 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 |
| Total | | | --- | --- | \$521,104.50 |



City. A birding walk will take place at Ellwood H. May Environmental Park (Maywood) free of charge and open to the public on May 9, 2026 in celebration of World Migratory Bird Day.

AGENDA ITEM MEMORANDUM

DATE: 2/20/2026

TO: Public Works Committee

FROM: Kendra Kelling, Maywood Park Director

SUBJECT: Resolution No. 174-25-26– 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.

ISSUE

Should the Public Works Committee recommend 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.

STAFF RECOMMENDATION

Staff recommends approval of the declaration of World Migratory Bird Day and authorization of the renewal of Bird City status.

BACKGROUND/DISCUSSION

Sheboygan has been recognized as a Bird City Wisconsin community, however, this status has lapsed in recent years. Environmental Park Trust of Sheboygan County (Maywood) staff and volunteers have taken on the task of updating the information and actions needed to renew the status. Many of the required activities are already being completed within our community.

FUNDING IMPACT

There is an annual renewal fee of \$175. Bird City status benefits the overall community economy by drawing in visitors and tourists.

IF APPROVED, NEXT STEPS:

The renewal process will be completed and Sheboygan will regain the status and recognition of being a Bird

**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

AGENDA ITEM MEMORANDUM

DATE: 2/18/2026

TO: Public Works Committee

FROM: Bernard Rammer, Purchasing Agent

SUBJECT: Resolution 175-25-26 Approval to enter into Contract for the repairs to the Marina Fueling System to be completed prior to the annual opening of the Harbor Centre Marina for the 2026 Boating season.

ISSUE

The Fueling system including underground storage tanks was installed in 1993. Over the past ten years a condition resulting in an alarm has manifested itself on a somewhat sporadic basis. It is believed that the pipes which carry fuel from the storage tanks to the dispensers (fuel pumps) have shifted and are now pitched toward the dispensers. The proper pitch is toward the tanks. The sporadic occurrence of this phenomena could be partially blamed on frost heave.

In order to repair the problem, the underground pipes need to be excavated and replaced with new pipes having the desired pitch. This will also require replacement of the sumps under the dispensers(fuel pumps) as well as the access manholes and concrete pavement.

STAFF RECOMMENDATION

Staff recommends approval to sign the resolution and upon full Common Council approval, enter into contract with the low bidder as soon as possible.

BACKGROUND/DISCUSSION

Working with the contractor who performs the maintenance on the system a specification was developed for the project and the City issued request for bids # 2089-26. Two bids were received. The lowest responsive bid, received from EnergiTech Services has been found to satisfy all of the requirements and also allows for the work to be completed prior to the start of the boating season.

FUNDING IMPACT

The funding for the project comes by way of a budget adjustment as stipulated by the Director of Finance.

IF APPROVED, NEXT STEPS:

Upon council approval the contract will be executed and work can begin as soon as possible.



DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**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. § 11.32(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

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**

Table of Contents

1 NOTICE TO PROPOSERS4

1.1 Summary..... 4

1.2 Important Dates..... 4

1.3 Format..... 4

1.4 Labeling 4

1.5 Delivery of Proposals 4

1.6 Appendix A Standard Terms & Conditions 5

1.7 Multiple Proposals..... 5

1.8 Contact Information 5

1.9 Inquiries, Clarifications, and Exceptions 5

1.10 Acceptance/Rejection of Proposals 5

1.11 Withdrawal or Revision of Proposals 5

1.12 Non-Material and Material Variances 6

1.13 Public Records 6

1.14 Tax Exempt..... 7

1.15 Proposers Responsibility 7

1.16 Mandatory Pre-Bid Conference..... 7

2 DESCRIPTION OF SERVICES/BACKGROUND 7

2.1 Subcontracting 7

2.2 HVAC Scope of Work..... 7

2.3 Electrical Scope of Work..... 8

2.4 Controls Contractor Scope 8

2.5 Coordination..... 8

2.6 Warranty..... 8

2.7 Wage Rates..... 8

2.8 Asbestos..... 8

2.9 Insurance and Bonding..... 8

2.10 Bidders Proof of Responsibility..... 9

2.11 Contractors Licensure..... 9

- Form A: Signature and Non-Collusion Affidavit
- Form B: Receipt of Forms and Submittal Checklist
- Form C: Vendor Profile
- Form D: Cost Forms
- Form E: References

- 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

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

| |
|--|
| Form A: Signature and Non-Collusion Affidavit RFB: Marina Fuel System Repairs |
| |

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.

| REFERENCE #1 – CLIENT INFORMATION | | | |
|-----------------------------------|---------------|-------|-----|
| COMPANY NAME | CONTACT NAME | | |
| ADDRESS | COUNTY | STATE | ZIP |
| TELEPHONE NUMBER | FAX NUMBER | | |
| EMAIL | | | |
| Nature of Repairs | Delivery date | | |
| Notes | | | |

| REFERENCE #2 – CLIENT INFORMATION | | | |
|-----------------------------------|---------------|-------|-----|
| COMPANY NAME | CONTACT NAME | | |
| ADDRESS | COUNTY | STATE | ZIP |
| TELEPHONE NUMBER | FAX NUMBER | | |
| EMAIL | | | |
| Nature of Repairs | Delivery Date | | |
| Notes | | | |

| REFERENCE #3 – CLIENT INFORMATION | | | |
|-----------------------------------|---------------|-------|-----|
| 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 JWR
Checked by JK/KLG
Drawn by B. J. J. J.
Reviewed by

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

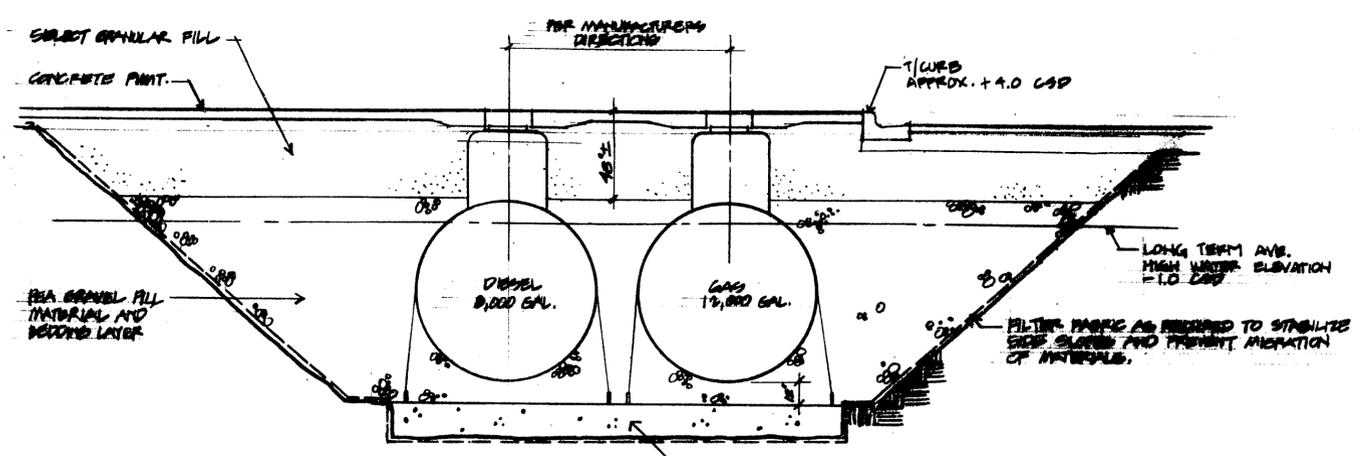
Issued For 2/17/85
Date

Harbor
Centre
Marina
Sheboygan,
Wisconsin

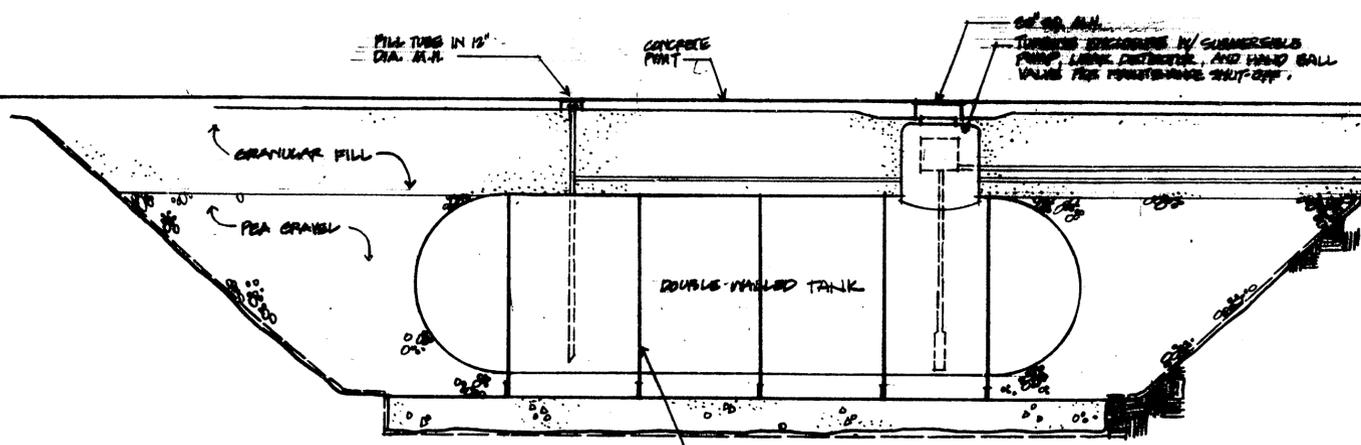
BP-3
SITE DEVELOPMENT

Drawing Title
SITE DETAILS-
FUELING AREA

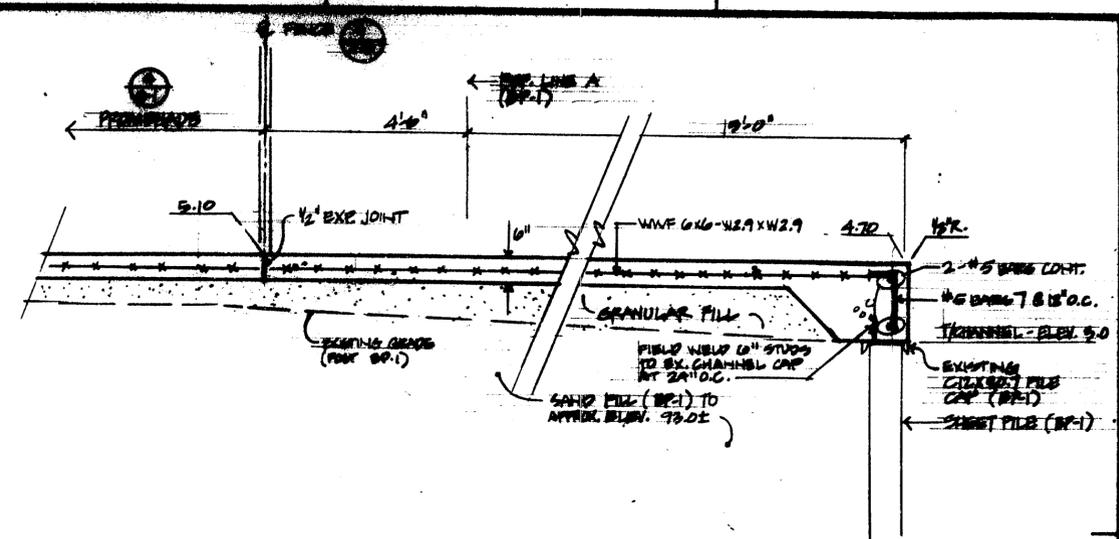
AS NOTED
Scale
5-8
Sheet Number



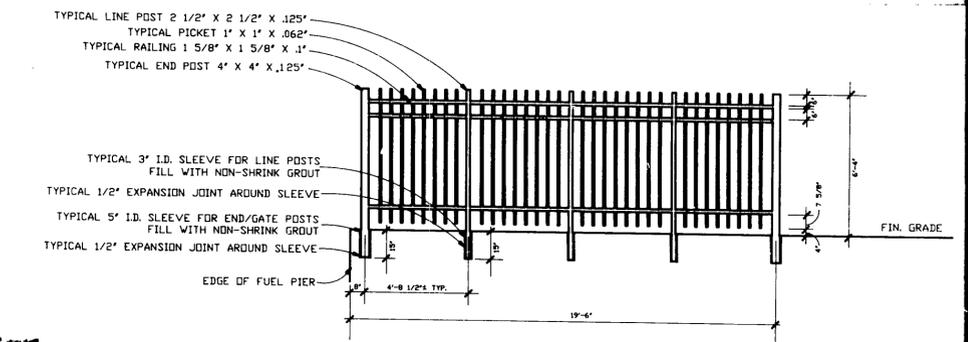
SECTION THROUGH FUEL SYSTEM STORAGE TANKS
SCALE 1/4" = 1'-0"



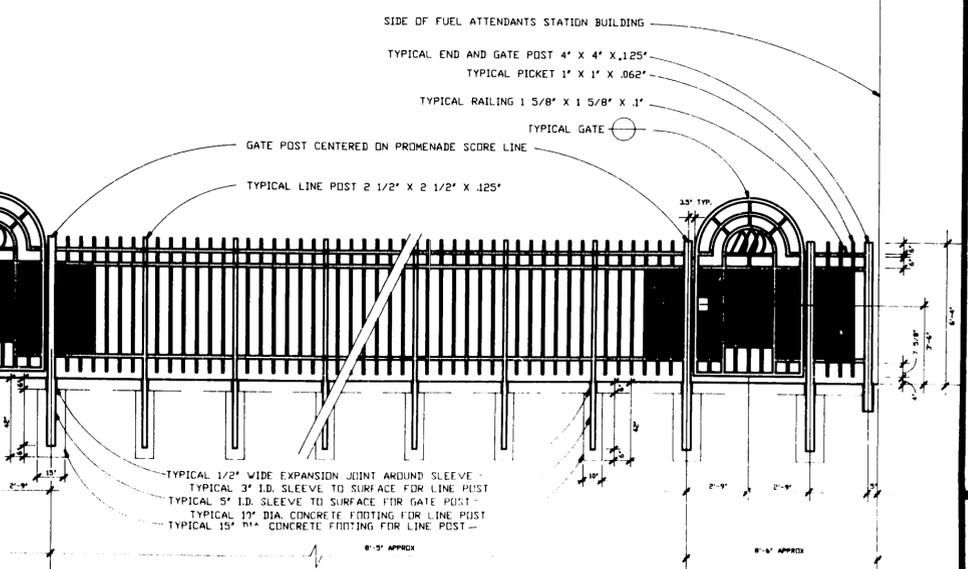
LONGITUDINAL SECTION THROUGH FUEL SYSTEM STORAGE TANK
SCALE 1/4" = 1'-0"



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 SOLID 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 PORTAGE & CANAL SYSTEM.

4
5-8
ELEVATIONS OF FUEL PIER SECURITY FENCE AND GATE.
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

JR Project Number 15601.04
Designed by *RMB/lwr* KMC
Drawn by *RMB* BZ
Checked by *BZ*
Technical Review *lwr*
Project Manager *lwr*
Principal in Charge *Fred A. Klumpp*
Director, JJR/Ann Arbor

ISSUED FOR BIDS 2/17/93
Issued For Date

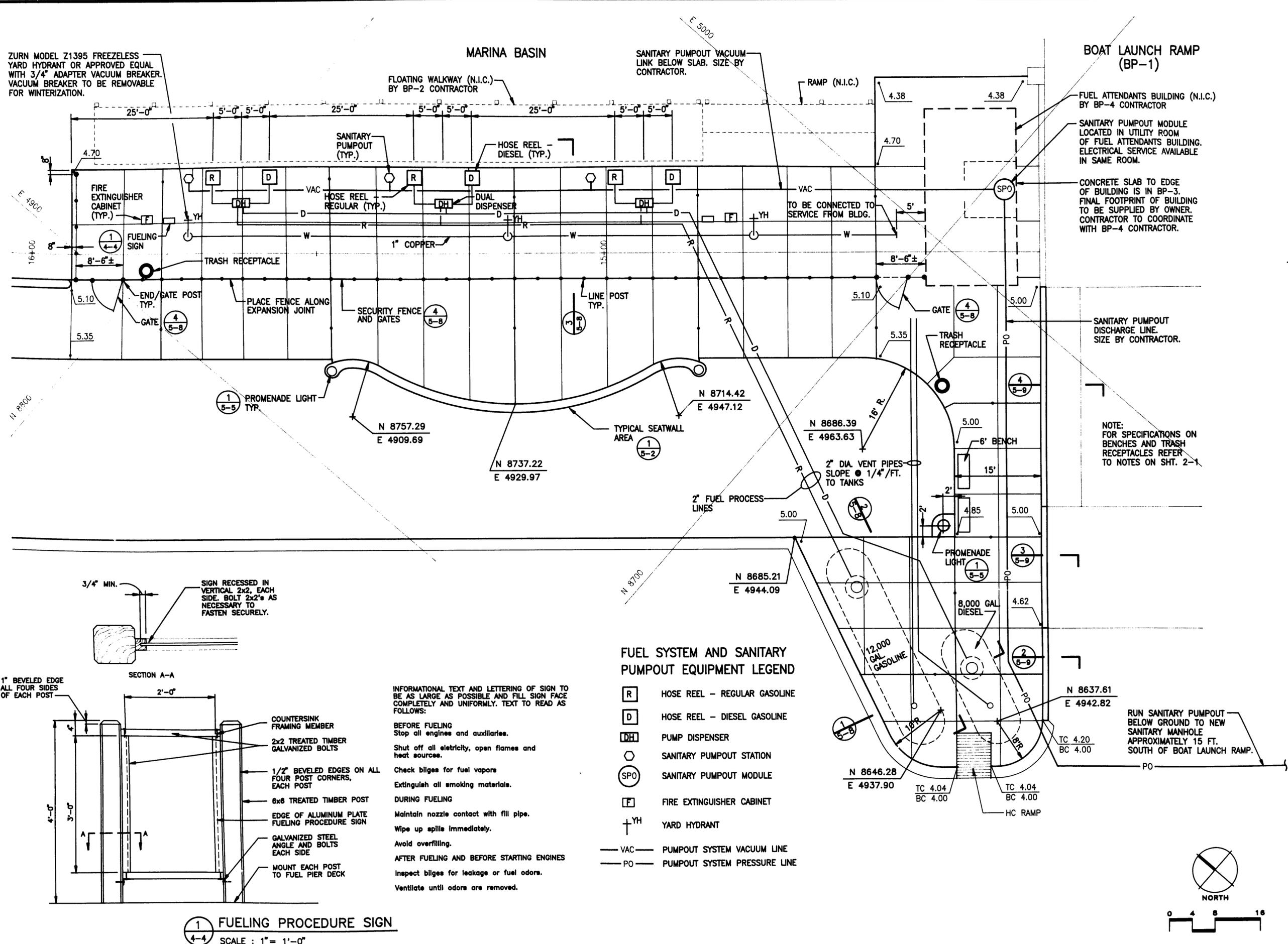
Harbor Centre Marina

Sheboygan, Wisconsin

BP-3
SITE DEVELOPMENT

Drawing Title
FUEL PIER AREA

1/8" = 1'-0"
Scale
4-4
Sheet Number



ZURN MODEL Z1395 FREEZELESS YARD HYDRANT OR APPROVED EQUAL WITH 3/4" ADAPTER VACUUM BREAKER. VACUUM BREAKER TO BE REMOVABLE FOR WINTERIZATION.

MARINA BASIN

SANITARY PUMPOUT VACUUM LINK BELOW SLAB. SIZE BY CONTRACTOR.

BOAT LAUNCH RAMP (BP-1)

FUEL ATTENDANTS BUILDING (N.I.C.) BY BP-4 CONTRACTOR

SANITARY PUMPOUT MODULE LOCATED IN UTILITY ROOM OF FUEL ATTENDANTS BUILDING. ELECTRICAL SERVICE AVAILABLE IN SAME ROOM.

CONCRETE SLAB TO EDGE OF BUILDING IS IN BP-3. FINAL FOOTPRINT OF BUILDING TO BE SUPPLIED BY OWNER. CONTRACTOR TO COORDINATE WITH BP-4 CONTRACTOR.

SANITARY PUMPOUT DISCHARGE LINE. SIZE BY CONTRACTOR.

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

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

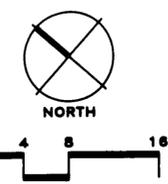
INFORMATIONAL TEXT AND LETTERING OF SIGN TO BE AS LARGE AS POSSIBLE AND FILL SIGN FACE COMPLETELY AND UNIFORMLY. TEXT TO READ AS FOLLOWS:

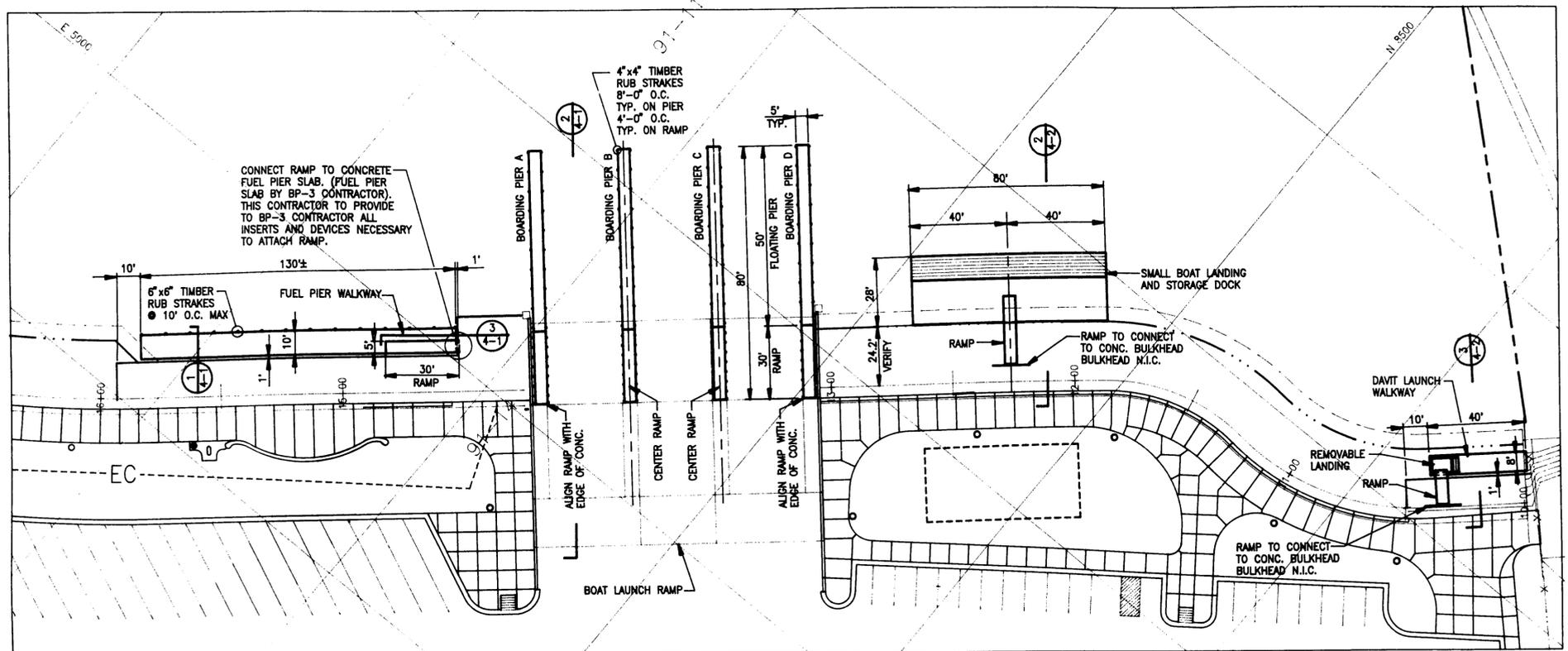
BEFORE FUELING
Stop all engines and auxiliaries.
Shut off all electricity, open flames and heat sources.
Check bilges for fuel vapors
Extinguish all smoking materials.

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

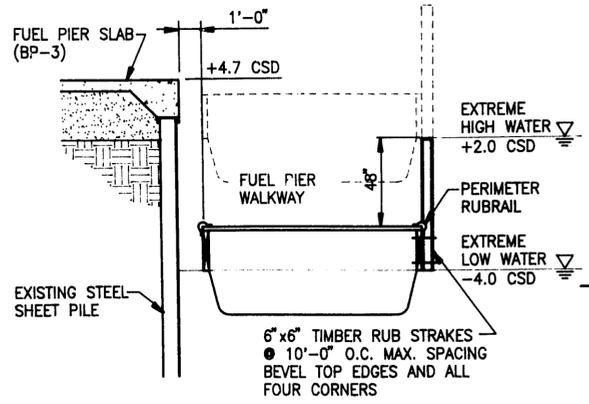
AFTER FUELING AND BEFORE STARTING ENGINES
Inspect bilges for leakage or fuel odors.
Ventilate until odors are removed.

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



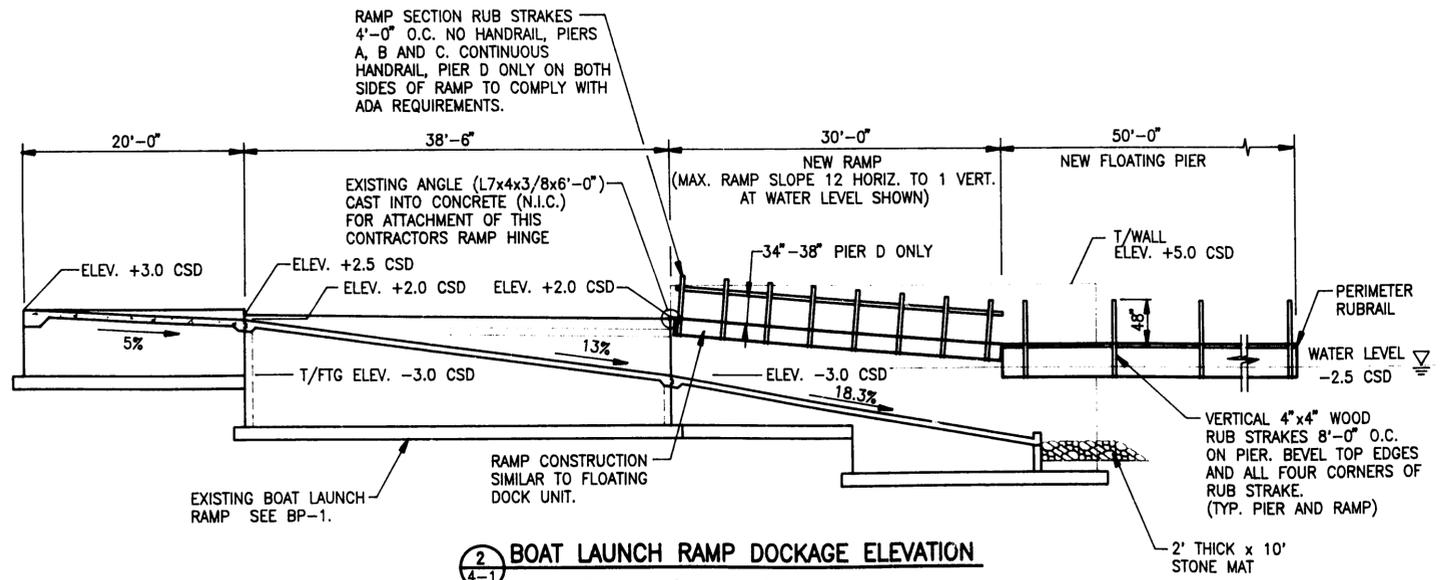


NOTE:
THIS UNIT TO BE ANCHORED USING THE ANCHORAGE SYSTEM OF THE CONTRACTOR'S CHOICE. THIS CONTRACTOR MAY ATTACH STIFF ARMS, GUIDE PILES OR OTHER ANCHORAGE SYSTEM DEVICES TO EXISTING STEEL SHEET PILE AS NECESSARY TO ANCHOR WALKWAY. ATTACHMENTS SHALL BE WELDED TO SHEET PILE AND NOT THROUGH-BOLTED.

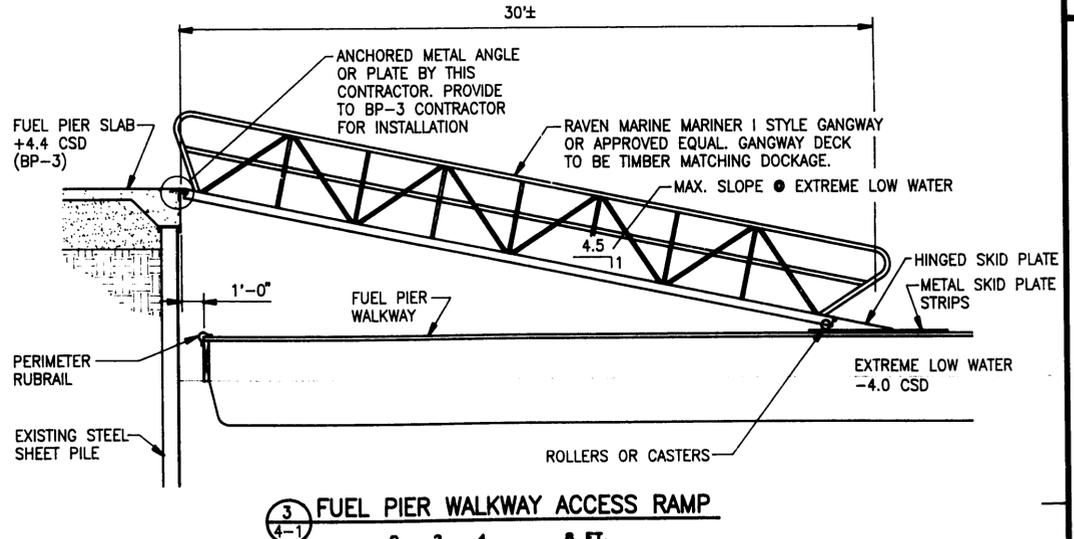


SECTION 1 THROUGH FUEL PIER WALKWAY
SCALE: 1/4" = 1'-0"

BOAT LAUNCH RAMP AREA DOCKAGE
SCALE: 1" = 30'-0"
NORTH



SECTION 2 BOAT LAUNCH RAMP DOCKAGE ELEVATION
SCALE: 1/8" = 1'-0"



SECTION 3 FUEL PIER WALKWAY ACCESS RAMP
SCALE: 1/4" = 1'-0"

JJR
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 15601.05
LWR Designed by BJJ Design Review
Drawn by LWR Checked by BJJ
BJJ Technical Review
LWR Project Manager
Principal in Charge
FRED A. KLANCNIK
Director, JJR/Ann Arbor

ISSUED FOR BIDS 2/23/93
Issue For Date

Harbor Centre Marina
Sheboygan, Wisconsin

BP-2 MARINA SYSTEMS

Drawing Title
FUEL PIER, DAVIT LAUNCH AND LAUNCH RAMP DOCKAGE PLAN
AS SHOWN
Scale
4-1
Sheet Number

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) | <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">ENERGITECH SERVICES</td> <td style="width: 20%; text-align: right;">(Seal)</td> </tr> <tr> <td>(Principal)</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>[Signature]</i></td> </tr> <tr> <td>(Title)</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">THE HANOVER INSURANCE COMPANY</td> </tr> <tr> <td>(Surety)</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>[Signature]</i></td> </tr> <tr> <td>(Title)</td> <td>Roxanne Jensen, Attorney in Fact</td> </tr> </table> | ENERGITECH SERVICES | (Seal) | (Principal) | | <i>[Signature]</i> | | (Title) | | THE HANOVER INSURANCE COMPANY | | (Surety) | | <i>[Signature]</i> | | (Title) | Roxanne Jensen, Attorney in Fact |
| ENERGITECH SERVICES | (Seal) | | | | | | | | | | | | | | | | |
| (Principal) | | | | | | | | | | | | | | | | | |
| <i>[Signature]</i> | | | | | | | | | | | | | | | | | |
| (Title) | | | | | | | | | | | | | | | | | |
| THE HANOVER INSURANCE COMPANY | | | | | | | | | | | | | | | | | |
| (Surety) | | | | | | | | | | | | | | | | | |
| <i>[Signature]</i> | | | | | | | | | | | | | | | | | |
| (Title) | Roxanne Jensen, Attorney in Fact | | | | | | | | | | | | | | | | |



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 15th day of September, 2023



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

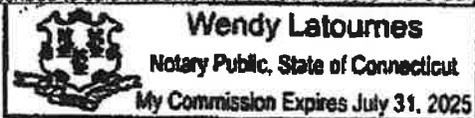
James H. Kawiecki
James H. Kawiecki, Vice President

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 15th 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 12th 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[®] 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

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



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 15th day of September, 2023



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

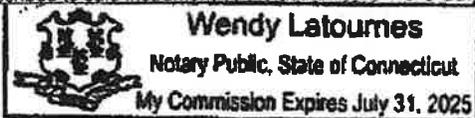
James H. Kawiecki
James H. Kawiecki, Vice President

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 15th 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 12th 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**

| BIDDER & CITY | BID BOND | BIDDER PROOF | ADDENDUM 1 | BID | COMPLETION BY |
|--|-----------------|---------------------|-------------------|---------------|--------------------------------------|
| ENERGI TECH SERVICES 558 Carter Court Kimberly WI | Yes | Yes | Yes | \$ 91,100.00 | April 1 st 2026 or before |
| WALT'S PETROLEUM SERVICE 5207 E, Jelinek Avenue Schofield, WI | 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) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) “if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

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

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

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

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

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

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

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

10. **BOND REQUIREMENTS**

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

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

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

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

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

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

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