

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SHEBOYGAN, WISCONSIN
AND
POWERBOAT P1 USA, LLC**

This Memorandum of Understanding (“MOU”) is hereby made and entered into by and between the City of Sheboygan, Wisconsin, (“City”), and Powerboat P1 USA, LLC (“P1”).

1.0 SCOPE AND PURPOSE. This MOU is intended to outline each party’s commitments and responsibilities for a 2025 and 2026 Midwest Challenge offshore powerboat racing event (“the event” or “the events”). The parties acknowledge the substantial economic benefits incurred by the City and surrounding areas from hosting the events as well as the substantial planning and communication necessary to ensure each event takes place with limited disruption to public health and safety, while minimizing taxpayer costs.

1.1 The 2025 event will take place August 8-10, 2025.

1.2 The 2026 event will take place August 7-9, 2026 or another date mutually agreed to by the parties at least 90 days prior to the event.

2.0 ROLES AND RESPONSIBILITIES

2.1 City of Sheboygan will:

1. Supply to P1 contact information for key personnel including the Mayor, City Administrator, Police Chief, Fire Chief, and Director of Public Works.
2. Advertise for each event via the City’s media platforms.
3. Supply portable toilet facilities in public areas for spectator use.
4. Timely review for sufficiency and consider for approval all applications for permits, licenses, and permissions required by the City. This obligation does not extend to any permits, licenses, or permissions required by county, state, or federal authorities.
5. Supply sufficient law enforcement and fire safety personnel to maintain safe vehicular and pedestrian ways, to assist with emergency response, and to work in partnership with the security personnel supplied by P1.
6. Supply access to City-owned or controlled parking lots for race teams, safety craft, and hospitality vendors based upon requests submitted by P1 to the City at least 45 days prior to the event. Should such parking lots be farther from the event than walking distance, P1 agrees that it will bear logistical and financial responsibility for transporting those individuals between the parking lot(s) and event. If City-owned buss(es) are desired to support P1's transportation responsibility, P1 agrees to coordinate with City of Sheboygan Shoreline Metro at least 30 days prior to the event for the rental of such vehicles and to bear costs associated with such use.

7. Provide boat ramp access for race teams.
8. Coordinate with P1's crane contractor for placement of two cranes near the boat ramp.
9. Activate King Park for spectator and public engagement.

2.2 Powerboat P1 USA, LLC will:

1. Sanction the 2025 and 2026 Midwest Challenge offshore powerboat racing events as national championship rounds.
2. Comply with all applicable City, County, State, and Federal rules and regulations.
3. Submit to the City an event management plan that covers each of the following items to the City of Sheboygan at least 90 days prior to the event date:
 - a. Emergency protocol addressing emergency issues that may arise at the race location(s), or any other area under P1's care and control.
 - b. A list of key contacts including names, roles, and phone numbers where each contact may be reached during the event. Such list shall include, at minimum, individuals responsible for security and medical services, event management, race management, street party management, set-up and tear-down logistics management, and security services.
 - c. Supply security and medical response personnel for the event.
4. Submit to the City an event map for each day associated with the event that includes at least the following at least 90 days prior to the event:
 - a. Identification of vendor spaces, racing area(s), P1 personnel station(s), emergency station(s), spectator viewing area(s), VIP and hospitality area(s), equipment staging, etc. will be located.
 - b. Identification of food and/or beverage areas.
 - c. Dates for which each area will be set up, taken down, and activated.
5. Obtain all necessary permits, licenses, permissions for activities associated with the event, including any applicable local permits or licenses as may be required at least thirty days prior to the event. The City of Sheboygan does not waive permitting requirements for special events.
6. Submit to the City proof of insurance coverage for all racing classes and event activities at least 60 days prior to the event. Such insurance shall list the City of Sheboygan as additional insured.
7. Deploy a safety team, including a jet ski safety fleet, and a dedicated medical director to coordinate with local EMS.
8. Supply toilet and wash facilities for all ticketed or restricted-access areas designated for P1 staff, participants or hospitality guests. Areas such as the "Hot Pits" and "VIP Hospitality".
9. Supply temporary fencing as requested by the City to effectively partition areas from public access.

10. Manage a street party the Friday before the race, which shall at least include:
 - a. Supplying the City with an accurate number of participating boats at least 60 days prior to the street party;
 - b. Coordinating with race teams to ensure timely positioning of boats for the event;
 - c. Coordinating with the City to minimize disruption to regular activities near the street party location;
11. Manage the race, which shall at least include:
 - a. Issue race instructions to all participating teams in advance.
 - b. Conduct risk assessments to ensure the safety of all participants and spectators. Such assessments shall be shared with the City police and/or fire chief when requested.
 - c. Supply key staff, including but not limited to: Chief Referee, Assistant Referees, Operational Setup Crew, Race Management Staff, and Television and Media Team.
 - d. Design race course and manage official boats for monitoring race events.
 - e. Manage team registrations and collecting fees.
 - f. Manage ticket sales and any VIP and/or Hospitality areas.
 - g. Coordinate and oversee helicopter activity.
 - h. Supply two cranes with a minimum of 100 ton lifting capacity and manage crane activity. If such activities are contracted to a third party, P1 shall require that the City of Sheboygan be listed as additional insured on the third party's insurance policy and shall supply the City with a certificate of insurance evidencing same. Such proof shall be provided at least 60 days prior to the event.
 - i. Supply a podium structure for awards.
 - j. Managing sponsorship and branding.
 - k. Supply prizes for participating teams.

3.0 MUTUAL UNDERSTANDING AND AGREEMENT. Each party will handle their own activities and use their own resources, including expenditure of their own funds, in pursuing the objectives and responsibilities set forth herein. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Any information furnished to the City from P1 is subject to Wisconsin's public records laws unless such information is otherwise exempt from disclosure.

4.0 PRINCIPAL CONTACTS

City of Sheboygan

Casey Bradley, City Administrator
828 Center Ave., Sheboygan, WI 53085
(920) 459-3287
Casey.bradley@sheboyganwi.gov

Powerboat P1 USA LLC

Thomas Covington, Head of P1 Offshore
3230 Clark Street, Suite A1, Apopka, FL 32703
(205) 895-5823
Thomas.Covington@PowerboatP1.com

5.0 COMMENCEMENT, EXPIRATION/TERMINATION, AND MODIFICATION. This MOU is effective upon final party execution and shall expire August 31, 2026. If either party determines that it is not feasible to proceed with the 2026 event, they must provide written notice no later than January 31st 2026, to allow sufficient time for planning adjustments. This MOU may be amended upon written agreement by the parties.

6.0 NO PRIVATE RIGHT OF ACTION. This MOU is not intended to and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a person against the City of Sheboygan, its officers, employees, agents, officials, or assigns.

7.0 APPROPRIATION OF FUNDS. Notwithstanding any other provision of this MOU and pursuant to Wis. Stat. s. 65.06(1), if funds for the continued fulfillment of this MOU 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 MOU without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the MOU to meet its obligations hereunder in full.

8.0 USE OF CITY PROPERTY. Any property belonging to the City of Sheboygan or Sheboygan Redevelopment Authority being provided for use by P1 shall be used in a responsible manner and only for the purposes provided in this MOU. No changes, alterations, or additions shall be made to the property unless otherwise authorized by City or Redevelopment Authority, as the case may be.

9.0 ACCESS TO RECORDS. P1 understands that the City is bound by the Wisconsin Public Records Law and, as such, this MOU is subject to that law. P1 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 MOU. P1 must defend and hold the City harmless from liability under the Public Records Law. Except as otherwise authorized, such records shall be maintained for a period of seven years after the final event for which this MOU applies.

CITY OF SHEBOYGAN

POWERBOAT P1 USA, LLC

Ryan Sorenson, Mayor

Meredith DeBruin, City Clerk