



artspace

SCOPE OF WORK



Clockwise from top: ArtSpace Bell Campus, New Orleans, LA; ArtSpace Elgin Lofts, Elgin, IL



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Letter of Agreement
Feasibility Study I

THIS LETTER OF AGREEMENT (this "Agreement") made and entered into this ___ day of _____ 2026 (the "Effective Date") by and between ARTSPACE PROJECTS, INC., a MINNESOTA NONPROFIT CORPORATION having an address at 528 Hennepin Ave, SUITE 700, MINNEAPOLIS, MN 55403 ("Artspace") and City of Sheboygan in Sheboygan, Wisconsin, a Wisconsin municipal corporation. ("City of Sheboygan" and Artspace are each a "party" and together the "parties")

The parties agree as follows:

1. Overview:

The City of Sheboygan hereby agrees to retain Artspace to perform certain services set forth in the Scope of Work ("Scope") as more particularly described in Exhibit A subject to the terms and conditions herein and consistent with the budget, timeline, fee disbursement set forth in Exhibit B.

2. Term:

The term of this Agreement shall commence on the Effective Date (as defined above) and shall continue until all deliverables as outlined in Exhibit "A" are completed (the "Scope Completion;" such period, the "Term").

3. Qualifications:

City of Sheboygan shall provide reasonable support relevant to the successful completion of the Scope as outlined in Exhibit "A" and further defined in "Exhibit C" including, but not limited to, providing documents relevant or appropriate for Artspace review, arranging for site/building tours and information, assigning key staff to work with Artspace, coordinating logistics for meetings, and leading public outreach and promotional efforts.

4. Fee:

The total fee for this work is Thirty-Four Thousand and Nine Hundred and Ninety-Nine and 00/100 (\$34,999) to be paid in two installments. On the Effective Date, City of Sheboygan shall pay Artspace an initial deposit in the amount of Seventeen Thousand and Four Hundred and Ninety-Nine and 50/100 Dollars (\$17,499.50) ("Initial Deposit"). City of Sheboygan shall pay Artspace the second installment in the amount of Seventeen Thousand and Four Hundred and Ninety-Nine and 50/100 Dollars (\$17,499.50) within thirty days of receiving the draft of the feasibility study. In the event of a cancellation requested by City of Sheboygan within the first thirty (30) days of the Effective Date, Artspace shall be entitled to a nonrefundable cancellation fee in the amount Two Thousand Five Hundred Dollars and 00/100 (\$2,500) ("Cancellation Fee"), which may be deducted from the Initial Deposit. In the event of a cancellation requested by City of Sheboygan at any point after the first thirty (30) days of the term but before Scope Completion, Artspace shall be entitled to compensation calculated at the hourly rate described in Exhibit "B" for the actual hours worked plus any documented out-of-pocket expenses ("Balance Due"). Artspace may retain a portion of the Initial Deposit up to the amount of Balance Due. In the event that the Initial Deposit is insufficient, City of Sheboygan agrees to immediately remit the remaining Balance Due to Artspace.

5. Proprietary Use:

With the exception of the deliverables described in Exhibit "A", all materials, written or otherwise, provided by ArtSpace remain the property of ArtSpace and may not be reproduced, copied or disseminated to third parties for purposes of sale or other benefit beyond the intended use under this contract as particularly described in Exhibit "A" as "The Purpose", without the prior written approval of ArtSpace.

6. Trademark Infringement:

City of Sheboygan is granted the right to use the ArtSpace name and/or brand solely in conjunction with the Scope of the project as outlined in this Agreement and shall not use the ArtSpace name and/or brand in conjunction with or connection to any other projects or marketing materials for which ArtSpace is not a consultant including, but not limited to, identifying a future project or development as arts focused. City of Sheboygan agrees to notify ArtSpace of any potentially unauthorized use of the trademarks internally or by others promptly as it comes to City of Sheboygan's attention. ArtSpace shall have the sole right and discretion to bring infringement proceedings involving trademarks. This restriction shall not apply to City's publication of deliverables on meeting agendas and minutes, and on the City's website, press releases related thereto, and the release of records within the City's possession consistent with Wisconsin's public records laws.

Because the damages resulting from unauthorized use will render irreparable harm to ArtSpace that will be difficult to quantify, ArtSpace shall be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and any other remedy that may be available under any applicable law or agreement between the parties. City of Sheboygan acknowledges that an award of damages to ArtSpace does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

7. Assignment or Subcontracting:

With the exception of Subcontractors identified in Exhibit "A", ArtSpace may not subcontract any portion of the Scope without the prior written consent of City of Sheboygan.

8. Address of ArtSpace and City of Sheboygan Notices:

All notices required hereunder between ArtSpace and City of Sheboygan shall be given in writing, by United States certified mail, return receipt requested, or by nationally recognized overnight courier service, to ArtSpace and City of Sheboygan at the address shown in the opening paragraph of the Agreement. All payments due hereunder shall be given to ArtSpace and City of Sheboygan, as the case may be, at the address shown in the opening paragraph of the Agreement. Routine business communications between the parties may occur via alternate means.

9. Termination:

This Agreement may be terminated by either party without cause with ten (10) business days advance written notice; provided, however, that all compensation due to ArtSpace through such termination date shall be paid by City of Sheboygan, consistent with Provision 4 and as otherwise set forth herein. Within ten days of termination, ArtSpace shall deliver to City of Sheboygan all completed materials as of the date of termination.

10. Amendment and Modification:

This Agreement embodies the full agreement of the parties and supersedes any and all prior understandings or commitments concerning the subject matter of this Agreement. Any modification or amendment must be in writing and signed by both parties.

11. Governing Law:

This Agreement is governed by and shall be construed in accordance with the laws of Wisconsin. Jurisdiction and venue for dispute resolution shall be the Sheboygan County Circuit Courts.

12. Release and Indemnification:

Except as provided herein, neither Artspace nor any of its respective affiliates, agents, consultants, partners, officers, members, managers, directors or employees, shall be liable for any damages resulting from claims of gross negligence, willful misconduct or fraud on the part of the City of Sheboygan and its directors, officers, employees, and agents. Neither City of Sheboygan nor its agents, representatives, or employees shall be liable for damages resulting from claims of gross negligence, willful misconduct or fraud on the part of Artspace, its employees, volunteers, and agents arising out of, resulting from, or relating to the work performed under this Agreement. Nothing in this Agreement shall be construed as the City of Sheboygan waiving its statutory limitations and/or immunities as set forth in applicable Wisconsin statutes or other law.

13. Disclaimer:

Results depend upon a variety of factors unique to each agreement. Prior results do not guarantee or predict a similar result in any pending or future project undertaken by Artspace.

The Deliverables in addition to the written or other materials provided by Artspace are intended as guidance for those who wish to explore or advance an arts-related project. While the deliverables and other materials provided reflect Artspace's expertise as a real estate developer for artists and arts organizations, and are provided in good faith, Artspace makes no representation or warranty about the value of any of the information in relation to the success of any specific project.

14. Return of Property:

Upon Scope Completion or termination of this Agreement, City of Sheboygan agrees to return to Artspace any property, documentation, records, or confidential information that is the property of Artspace.

15. Capacity/Independent Contractor:

Artspace shall be deemed to be an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with City of Sheboygan. The manner in which Artspace's services are rendered shall be within Artspace's sole control and discretion. Artspace shall be responsible for maintaining, at its sole expense, sufficient insurance to satisfy its legal obligations. Such insurance shall, at a minimum, include Worker's Compensation insurance at statutory limits, Commercial General Liability insurance with a \$1,000,000 per occurrence and \$2,000,000 general aggregate, Automobile Liability insurance with a \$1,000,000 combined single limit per accident for bodily injury and property damage on an "any auto" basis.

16. Severability of Provisions:

Each provision of this Agreement shall be considered to be severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

17. No Continuing Waiver:

The waiver by either party of any breach of the terms of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

18. Binding Agreement:

This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

19. Headings:

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

20. Terminology:

All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

21. Confidentiality:

It is understood and agreed to that Artspace may provide certain information that is and must be kept confidential. The Confidential Information to be disclosed may include, but is not limited to, technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, contact lists, survey responses, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

To ensure the protection of such information, and to preserve any confidentiality necessary under law, City of Sheboygan shall not disclose any Confidential Information obtained from Artspace. This provision shall not be construed as preventing the City of Sheboygan from complying with Wisconsin's public records laws.

22. Means and Methods: Artspace shall be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under this Agreement.

23. Taxes, Social Security, Insurance, and Government Reporting.

Personal income tax payments, social security contributions, insurance, and all other government reporting and contributions required as a consequence of Artspace receiving payment under this Agreement shall be Artspace's sole responsibility. The City is a tax-exempt entity and as such, shall not be required to pay sales tax by execution of a contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown on the first page of this Agreement.

AGREED TO:
Artspace Projects, Inc

Lucas Koski
VP, Artspace Consulting

DATE

City of Sheboygan

Taylor Zeinert
Director of Planning and Economic Development

DATE

Contact Information

Lucas Koski
Vice President
Artspace Projects, Inc.
528 Hennepin Ave
Suite 700
Minneapolis, MN 55403
lucas.koski@artspace.org
(718) 316 – 7491

Taylor Zeinert
Director of Planning and Economic
Development
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081
Taylor.Zeinert@sheboyganwi.gov

(920) 459-3377

Please return executed contract:

ATTN: Jackie Ralles
Artspace Projects, Inc.
528 Hennepin Ave
Suite 700
Minneapolis, MN 55403
jackie.ralles@artspace.org

Taylor Zeinert (per above)



artspace

SCOPE OF WORK



Clockwise from top: Artspace Bell Campus, New Orleans, LA; Artspace Elgin Lofts, Elgin, IL



Exhibit A: Predevelopment Feasibility Study

The City of Sheboygan (CLIENT) invites Artspace to submit a proposal for a Predevelopment Feasibility Study exploring the potential reuse and redevelopment of the DSG Art Building at 1128 South 11th Street, in downtown Sheboygan, Wisconsin. The purpose of this engagement is to help City of Sheboygan assess the viability of a creative sector-focused facility, including the potential for mixed-use artist housing, particularly in alignment with community needs and economic development strategies. This study will investigate the space and programmatic needs of Sheboygan’s creative sector, analyze reuse potential, and explore actionable next steps for development.

Artspace’s process engages local stakeholders through a structured, inclusive, and collaborative approach—leveraging its 40+ years of experience supporting creative sector development across the U.S. The resulting report and pro forma will offer strategic guidance and recommendations for a path forward.

Scope of Work

1. Scope Preparation

- a. Assign two Artspace staff as project leads.
- b. Work with Planning Team (CLIENT) to identify 8-12 local individuals to help carry out the study (the “Core Group”).
- c. Core Group Visioning & Preparation Meeting (2 hours)
 - i. Artspace will lead the Core Group (as determined by the City of Sheboygan) in a combined preparatory and visioning session for the Sustainable Facility Analysis process. The meeting will begin with an overview of what to expect from the process, including the history of the DSG Art Building, funding and financing opportunities, and a discussion of the arts community and potential core users of the ground-floor commercial space. Building on this foundation, Artspace will facilitate a guided conversation to define a clear and compelling working vision for the proposed facility. This will include identifying the project’s goals, values, aspirations, and metrics for success. The resulting vision statement will serve as a cornerstone to ensure ongoing alignment with the mission and strategic objectives of the DSG Art Building as the project advances.
- d. Conduct a conference call with the Planning Team:
 - i. Pre-visit check-in call, approximately one week before the first visit and/or start of focus groups, to review visit details and answer any questions.

- ii. Provide Planning Team with preparation materials, including a draft agenda, timeline, and suggested participants.
- iii. Review existing market, redevelopment pipeline, cultural planning, city planning or other appropriate available studies.
- iv. Review relevant materials about the community prior to the visit, including site map(s), concept write-ups, etc.
- v. Confirm travel dates and provide arrival/departure times.
- vi. Communicate via email or phone to assist Planning Team with visit preparation, as needed.

2. Visit

- a. Travel to Sheboygan for a one- day visit, by Artspace staff.
- b. Building Walkthrough and Space Assessment
 - i. A physical walkthrough and preliminary analysis of the DSG Art Building.
 - ii. Artspace will conduct a qualitative evaluation of its condition, layout potential, challenges, and redevelopment suitability. Artspace would prefer a large window of time inside the facility (2+ hours), in order to capture all information possible.
- c. Scheduled time for one-on-one or small group meetings with key partners, organizations, or funders who may not be part of larger sessions.
- d. Dinner with the Core Group to discuss site visit and next steps

Deliverables:

- **Pro Forma Development Scenarios**
 - Financial analysis one reuse scenario for the DSG Art Building examining estimated costs, revenue potential, and funding strategies.
- **Feasibility Report**
 - A written report summarizing findings from the visit and pre-visit preparation.
 - Includes stakeholder insights, preliminary space needs assessment, reuse potential, financial outlooks, and recommended next steps for project advancement.

Exhibit B Budget, Timeline and Fee Disbursement

Budget

The fee for the proposed Predevelopment Feasibility Study is \$35,000. This flat fee includes staff time, deliverables, travel expenses, and travel time.

to the fee shall not exceed \$35,000 as noted above, except as otherwise agreed to by the parties in writing prior to incurring any additional expenses. For additional services, Artspace charges \$300 per hour for its consulting work.

Timeline and Fee Disbursement

Scope of Work would commence upon receipt of deposit.

This timeline assumes that a contract is signed and an initial payment of \$17,500 (1/2 of the work fee) is due at time of signed contract. The second \$17,500 would be due within 30 days of the delivery of the draft report.

Additional Notes on Roles and Responsibilities

The CLIENT agrees to:

- Assign a main point of contact/proxy for CLIENT's communication with Artspace.
- Provide any relevant documents for Artspace's review prior to the initial visit.

- Create an agenda for the Feasibility Study II visit, based upon the sample provided, and share with Artspace no less than two (2) weeks before the visit.
- Coordinate the Core Group members roles and responsibilities.
- Coordinate logistics for the execution of the agenda. Which includes:
 - Identifying and inviting the appropriate individuals or groups to focus groups and meetings. Artspace has a Teams account for the virtual arts/arts organizations.
 - a. Securing space for all in person meetings.
 - b. Providing technology for in-person presentations, which includes projector, screen/blank wall, power source, microphone, and extension cord (if needed). Artspace will bring a mac laptop and adaptor to plug into provided projector.
 - c. Arranging for site and area tour.
- Pay additionally to Artspace any reasonable and/or necessary costs incurred by Artspace to rearrange or cancel travel itineraries as requested by CLIENT or necessitated by changes initiated by the same.

Exhibit C
Additional Notes on Roles and Responsibilities

Fayetteville agrees to:

- Assign a main point of contact/proxy for City of Sheboygan’s communication with Artspace.

- Provide any relevant documents for Artspace’s review prior to the initial visit.
- Create an agenda for the visit, based upon the sample provided, and share with Artspace no less than two (2) weeks before the visit.
- Coordinate the Core Group members roles and responsibilities.
- Coordinate logistics for the execution of the agenda. Which includes:
 - d. Identifying and inviting the appropriate individuals or groups and tracking RSVPs.
 - e. Identifying and inviting the appropriate individuals or groups to focus groups. Artspace has a Teams account for the virtual arts/arts organizations and University focus group.
 - f. Promoting the public meeting, encouraging artists, community members, stakeholders and all to attend. We suggest having a small budget set aside for food/entertainment for the public meeting and any graphics or printing in the range of \$1,000-\$2,000 or in-kind donations. Artspace does not cover these fees.
 - g. Creating any sort of collateral materials needed for the public meeting or social media announcements and paying any associated graphic design fees. Artspace can provide examples from other communities.
 - h. Securing space (and/or time) and setting up for the public meeting.
 - i. Providing technology for in-person presentations, which includes projector, screen/blank wall, power source, microphone, and extension cord (if needed). Artspace will bring a mac laptop and adaptor to plug into provided projector. Artspace has a zoom link for the virtual focus groups.
 - j. Arranging for site and area tour.
- Pay additionally to Artspace any reasonable and/or necessary costs incurred by Artspace to rearrange or cancel travel itineraries as requested by City of Sheboygan or necessitated by changes initiated by the same.