

AGREEMENT BETWEEN
CITY OF SHEBOYGAN
AND
C3 STORAGE, LLC

This Lease Agreement is made and entered into effective the date of final party execution (the “Effective Date”), by and between the City of Sheboygan (“City”), a Wisconsin municipal corporation with offices located at 828 Center Ave., Sheboygan, Wisconsin, and C3 Storage, LLC, (“Contractor”) a Wisconsin Limited Liability Company with offices located at 6078 3rd Ave., Rudolph, Wisconsin 54475.

WHEREAS, the City of Sheboygan owns and operates Harbor Centre Marina (“Marina”) within the property known as Deland Park (the “Property”); and

WHEREAS, the City desires to extend additional amenities to Marina patrons by engaging the professional services (“Services”) of C3 Storage, LLC, to operate a winter storage facility at the Property; and

WHEREAS, C3 Storage, LLC, possesses the requisite skill and experience and desires to provide such service to City pursuant to Agreement.

IN CONSIDERATION of the mutual covenants, terms, and conditions, the parties agree as follows:

1. **LEASED PROPERTY.** City agrees to lease any and all necessary space within the area identified in Exhibit A (“winter storage area”), for the operation of a winter storage facility to be utilized by Marina patrons. Contractor will further lease fencing, boat stands, hauling trailers, and other miscellaneous personal property as identified in Exhibit B as well as other miscellaneous personal property upon prior written authorization of the Superintendent of Facilities and Transportation, as is necessary in Contractor’s professional opinion, for the safe and efficient operation of Services.
2. **PROPERTY USE.** Contractor agrees to erect a fence or other suitable barricade to prevent trespass into the winter storage area, to oversee the placement, storage, and removal of all vessels within the winter storage area, and to manage winter storage-related communications with vessel owners. Contractor further agrees to remove all vessels from the winter storage area by May 15, 2025 and to restore the area to substantially similar condition as existed as of Effective Date. Contractor will keep and maintain the Premises in good and sanitary condition and repair during the term of this Agreement. Contractor also agrees to require, as a condition of offering winter vessel storage, that vessel shrink wrap be recycled upon its removal. To support this requirement, Contractor agrees to have additional recycling receptacles available for use at such time when boaters begin removing their shrink wrap and the City agrees to offer such receptacles if the City’s inventory allows, upon written request by Contractor.
3. **RENT.** Contractor agrees to make a one-time rent payment of \$3,000.00 by October 1, 2024. Such payment shall be made to “City of Sheboygan”. Rent is in addition to any compensation to Contractor obtained through vessel lease agreements and related services. If Contractor allows any vessels to remain after May 15, without prior written authorization by the Superintendent of Facilities, Contractor assumes full responsibility for such vessel(s) and agrees to pay the City \$1,000.00 by the first of each month until such vessel(s) have been removed.

4. **LIMITATIONS OF LIABILITY.** Contractor agrees to assume sole responsibility for winter storage operations as well as any damages that may be attributable in whole or in part to such operations and use of Property. City acknowledges that Contractor may transfer all or part of their liability to vessel owners pursuant to a vessel storage agreement. Contractor agrees that in such and all cases, Contractor will indemnify and hold harmless the City from any suit, claim, or action whatsoever arising out of any activity carried on under the terms of this Agreement.
Contractor further agrees to require that all vessel owners storing property at the Premises be required to indemnify and hold harmless the City from any suit, claim, or action whatsoever arising out of any activity related to the vessel storage agreement entered into with Contractor.
5. **INSURANCE.** Contractor agrees to obtain and maintain for the full Agreement duration, such liability insurance as will protect Contractor, the City, and its officers, employees, representatives, and assigns from claims for damage to property or bodily injury, including death, which may arise from the operations under this Agreement or in connection therewith. The policy shall provide coverage of not less than \$1,000,000 per occurrence, shall identify the “City of Sheboygan” as additional insured, and shall provide that it may not be cancelled or reduced except upon thirty days written notice served upon the City. Proof of additional insured status shall be provided by copy of the applicable policy endorsement. Failure to provide or maintain such insurance shall result in immediate termination of this Agreement.
6. **CONTRACTOR IMPROVEMENTS.** With the exception of installing temporary fencing, Contractor may not make improvements or permanent changes to the Premises without prior written authorization from the Superintendent of Facilities or his designee.
7. **GOVERNING LAW & VENUE.** This Agreement shall be construed in accordance with and exclusively governed by the laws of the State of Wisconsin. Venue for dispute resolutions not resolved through good faith negotiations shall be the Circuit Court of Sheboygan County.
8. **SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement. If there is a conflict between any provision of this Agreement and the applicable provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Any provisions required by law to be incorporated into this Agreement are so incorporated.
9. **AMENDMENT.** This Agreement may only be amended or modified by a written document executed by the Parties. The City Administrator shall have authority to approve Amendments hereto except when such amendments require the waiving of a legal right by the City. All other amendments shall not be approved except by the City of Sheboygan Common Council.
10. **ASSIGNMENT.** Contractor shall not assign the Agreement to use the Premises or any part thereof. Vessels temporarily stored at Premises pursuant to vessel storage agreement are not a violation of this provision.
11. **NOTICE.** For any matter relating to this Agreement:
 - a. City may be contacted through the Superintendent of Facilities at (920) 459-3444 or Michael.willmas@sheboyganwi.gov

b. Contractor may be contacted at (715) 347-1112 or C3Storage@outlook.com.

12. TERMINATION. This Agreement shall terminate on the sooner of May 31, 2025 or the date of property restoration and vacation of all stored vessels. The City may terminate this Agreement upon forty-five days' written notice.

13. GENERAL PROVISIONS.

- a. Any waiver by the City or Contractor of any failure by City or Contractor to perform or observe the provisions of this Agreement will not operate as a waiver of City's rights under this Agreement in respect of any subsequent defaults, breaches, or non-performance, and will not defeat or affect in any way the City's rights in respect of any subsequent default or breach.
- b. If any locks are used to prevent trespass, Contractor agrees to provide a key or access code to such lock to the City upon installation.
- c. This Agreement may be executed in counterparts.
- d. This Agreement constitutes the entire agreement between Parties.
- e. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

CITY OF SHEBOYGAN

CONTRACTOR

By: _____

Ryan Sorenson, Mayor

Date: _____

By: _____

Randy Pliska, Sole Member & Registered Agent

Date: _____

By: _____

Meredith DeBruin, City Clerk

Date: _____

EXHIBIT A
WINTER STORAGE AREA

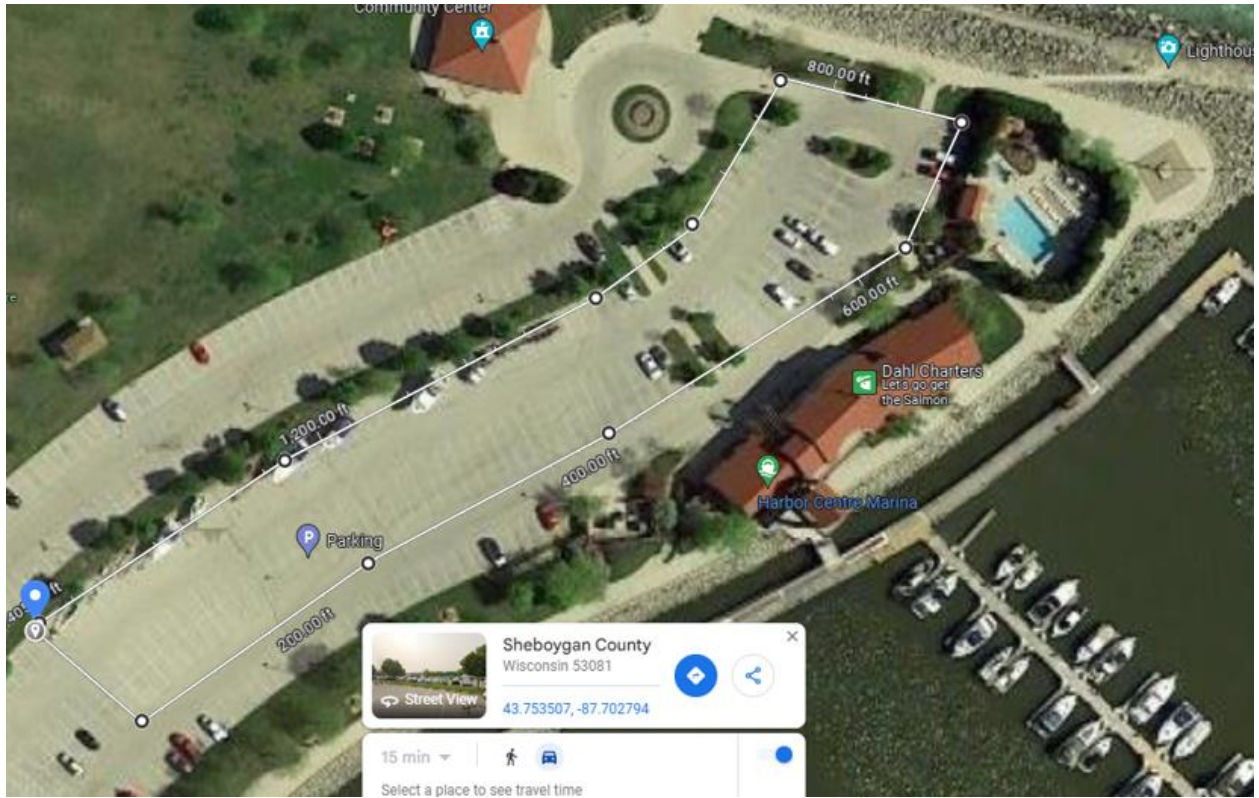


EXHIBIT B

PERSONAL PROPERTY TO BE LEASED BY CITY TO CONTRACTOR

1. Six foot height boat yard fencing of adequate length to completely encircle the winter storage area as well as necessary posts and egress gates.
2. Wooden blocks (Keel blocks) for setting boats:
 - a. 400 quantity at 6" x 8" size
 - b. 30 quantity at 4" x 6" size
 - c. 30 quantity at 2" x 6" size
3. 12 V-Crutch Pads for use by sailboats
4. 9 "Very short stands"
5. 104 "Short 'L' stands"
6. 46 "Medium 'L' stands"
7. 17 "Tall 'L' stands"
8. 172 Small powerboat stands
9. 17 Medium powerboat stands
10. 6 Tall powerboat stands
11. 310 Flat orange pads
12. 1 Haul-out trailer