



MANITOWOC COUNTY
COUNTY BOARD OF SUPERVISORS
MEETING NOTICE
AMENDED

DATE: May 19th, 2026

TIME: 6:00 PM

PLACE: The Heritage Center, County Board Meeting Room
1701 Michigan Ave, Manitowoc, WI 54220

To live stream the meeting: <https://www.youtube.com/channel/UCcBZSVQYYfhgv5LHxT-fkwQ?reload=9>

The meeting is open to the public, but portions of the meeting may be closed if this notice indicates that the board may convene in closed session. The following matters may be considered at the meeting:

- I. **Call to order by County Board Chair**
- II. **Invocation by Supervisor Lillibridge**
- III. **Pledge of Allegiance**
- IV. **Roll Call**

- V. **PROCLAMATION**
A. June Dairy Month

- VI. **PUBLIC COMMENT**
Members of the public will be allowed three (3) minutes to speak on matters pertaining to County Board business.

VII. CONSENT AGENDA (Any routine or non-controversial items)

- A. Approve April 28, 2026 County Board Minutes
- B. Appointment by Chairman
 - 1. Appoint County Board Supervisor District 2 – Gregg A. Wolf
- C. Appointments by County Executive
 - 1. Bay Lakes Regional Planning Commission
Appoint one member to fill a vacancy ending October 2026.
 - a. Jon Neils
 - 2. Community Action Program
Appoint one member for a two-year term expiring April 2028.
 - a. Supervisor Jill Pope
 - 3. Joint Dispatch Board
Appoint ~~three~~ two members to succeed Joseph Jeanty, Dennis Rabas, and *Benjamin Meinnert* for a two-year term expiring June 2028.
 - a. Joseph Jeanty
 - b. Dennis Rabas
 - c. *Benjamin Meinnert*

D. Ordinances and Resolutions

1. Planning and Park Commission

- a. Ordinance 2026/2028-11 Amending Zoning Map (Thomas and Mary Geiger)
- b. Ordinance 2026/2028-12 Amending Zoning Map (Kapellen Living Trust)
- c. Ordinance 2026/2028-13 Amending Zoning Map (Eric Mueller)
- d. Ordinance 2026/2028-14 Amending Zoning Map (Kenneth Schnell)

2. Public Works Committee

- a. Resolution 2026/2028-15 Approving Premises Use Sublease Agreement with MPSD and University of Wisconsin Green Bay

VIII. COMMITTEE REPORTS, RESOLUTIONS, AND ORDINANCES

A. Aging & Disability Board

B. Board of Health

C. Criminal Justice Coordinating Council

D. Executive Committee

E. Expo-Ice Center Board

F. Finance Committee

G. Highway Committee

H. Human Service Board

I. Land Conservation Committee/UW-Extension Education and Agriculture Committee

J. Personnel Committee

K. Planning & Park Commission

L. Public Safety Committee

M. Public Works Committee

N. Transportation Coordinating Committee

IX. ANNOUNCEMENTS

X. ADJOURNMENT

Amended 5/18/2026

Matthew Phipps, Chairman

Prepared by Jessica Backus, County Clerk

Any person wishing to attend the meeting who requires special accommodation because of a disability should contact the County Clerk's office at 920-683-4003 at least 24 hours before the meeting begins so that appropriate accommodations can be made.

ORDINANCE AMENDING ZONING MAP
(Thomas and Mary Kay Geiger)

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the Planning and Park Commission, after providing the required notice, held
2 a public hearing on a petition for a zoning ordinance amendment on April 27, 2026; and
3

4 WHEREAS, the Planning and Park Commission, after a careful consideration of testimony
5 and an examination of the facts, recommends that the petition be approved for the reasons stated
6 in the attached report;
7

8 NOW, THEREFORE, the county board of supervisors of the county of Manitowoc does
9 ordain as follows:
10

11 A parcel of land located in part of the NW ¼ of the NE ¼ of Section 18, T. 20 N.-R. 21 E.,
12 Town of Maple Grove, Manitowoc County, Wisconsin, more particularly described as follows:
13

14 Commencing at the North ¼ of Section 18; thence along the northerly line of the
15 NE ¼ South 89°35'25" East 1065.02 feet to the point of beginning; Thence
16 continuing South 89°35'25" East 250.00 feet; thence South 0°24'25" West 500.00
17 feet; thence North 89°35'25" West 250.00 feet; thence North 0°24'25" East 500.00
18 feet to the point of beginning, said parcel containing approximately 2.9 acres of
19 land
20

21 is hereby rezoned from Exclusive Agriculture (EA) District to Small Estate (SE) Residential
22 District.

Dated this 19th day of May 2026.

Respectfully submitted by the
Planning and Park Commission

Donald Zimmer, Supervisor, District 10

FISCAL IMPACT: None.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: Reviewed and approved as to form by Corporation Counsel. _____

COUNTERSIGNED: _____
Matthew Phipps, County Board Chair Date

APPROVED:

Tyler Martell, County Executive

Date

ORDINANCE AMENDING ZONING MAP
(Kappellen Living Trust)

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the Planning and Park Commission, after providing the required notice, held
2 a public hearing on a petition for a zoning ordinance amendment on April 27, 2026; and
3

4 WHEREAS, the Planning and Park Commission, after a careful consideration of testimony
5 and an examination of the facts, recommends that the petition be approved for the reasons stated
6 in the attached report;
7

8 NOW, THEREFORE, the county board of supervisors of the county of Manitowoc does
9 ordain as follows:
10

11 A parcel of land located in part of Government Lot One (1) of Section Two (2), Township
12 Seventeen (17) North, Range Twenty-One (21) East, Town of Schleswig, Manitowoc County,
13 Wisconsin, more particularly described as follows:
14

15 Commencing at the West Quarter Corner of said Section 2; thence S88°-51'-44"E
16 along the south line of the NW1/4 of said Section 2, a distance of 1,951.23 feet;
17 thence N01°-08'-16"E, 400.93 feet to the northeast corner of Parcel "B" of Certified
18 Survey Map recorded in Volume 3 on page 167 as Document No. 441404; thence
19 N42°-24'-49"E, 117.75 feet to the northeast corner of Lot 1 of Certified Survey Map
20 as recorded in Volume 36 of Certified Survey Maps on Page 57 as Document No.
21 1254306; thence N61°-53'-16"W, 202.27 feet to the northeast corner of Lot 3 of
22 said Certified Survey Map as recorded Document No. 1254306 and the point of
23 beginning; thence S42°-24'-49"W, +/-75.6 feet; thence N50°-24'-18"W, +/-28.3
24 feet; thence N74°-28'-03"W, +/-77.6 feet; thence N42°-24'-49"E, +/-197.3 feet;
25 thence S61°-53'-16"E, 100.62 feet; thence S42°-24'-49"W, 110.00 feet to the point
26 of beginning, said parcel containing approximately 18,216 square feet (0.399 acres)
27 of land
28

29 is hereby rezoned from General Agriculture (GA) District to Lake Residential (LR) District.

Dated this 19th day of May 2026.

Respectfully submitted by the
Planning and Park Commission

Donald Zimmer, Supervisor, District 10

FISCAL IMPACT: None.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: Reviewed and approved as to form by Corporation Counsel. _____

COUNTERSIGNED: _____
Matthew Phipps, County Board Chair Date

APPROVED: _____
Tyler Martell, County Executive Date

ORDINANCE AMENDING ZONING MAP
(Eric Mueller)

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the Planning and Park Commission, after providing the required notice, held
2 a public hearing on a petition for a zoning ordinance amendment on April 27, 2026; and
3

4 WHEREAS, the Planning and Park Commission, after a careful consideration of testimony
5 and an examination of the facts, recommends that the petition be approved for the reasons stated
6 in the attached report;
7

8 NOW, THEREFORE, the county board of supervisors of the County of Manitowoc does
9 ordain as follows:
10

11 A parcel of land located in a part of the Northeast Quarter (NE1/4) of the Northwest Quarter
12 (NW1/4) of Section 24, Township 18 North, Range 21 East, Town of Eaton, Manitowoc County,
13 Wisconsin, described as follows:
14

15 Commencing at the North Quarter Corner of said Section 24; thence N89°-41'-
16 38"W along the North line of the NW1/4 of said Section 24, a distance of 864.77
17 feet to the Point of Beginning; thence South 507.99 feet; thence West 469.01 feet
18 to the West line of the NE1/4 of the NW1/4 of said Section 24; thence N00°-37'-
19 57"E along said West line 510.49 feet to the North line of the NW1/4 of said Section
20 24; thence S89°-41'-38"E along said North line 463.38 feet to the point of
21 beginning. Said parcel containing approximately 237,402 square feet (5.45 acres)
22 of land.
23

24 is hereby rezoned from Exclusive Agriculture (EA) District to Large Estate (LE) Residential
25 District.

Dated this 19th day of May 2026.

Respectfully submitted by the
Planning and Park Commission

Donald Zimmer, Supervisor, District 10

FISCAL IMPACT: None.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: Reviewed and approved as to form by Corporation Counsel. _____

COUNTERSIGNED: _____
Matthew Phipps, County Board Chair Date

APPROVED: _____
Tyler Martell, County Executive Date

ORDINANCE AMENDING ZONING MAP
(J Kenneth Schnell Revoc Living Trust)

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the Planning and Park Commission, after providing the required notice, held
2 a public hearing on a petition for a zoning ordinance amendment on April 27, 2026; and
3

4 WHEREAS, the Planning and Park Commission, after a careful consideration of testimony
5 and an examination of the facts, recommends that the petition be approved for the reasons stated
6 in the attached report;
7

8 NOW, THEREFORE, the county board of supervisors of the county of Manitowoc does
9 ordain as follows:
10

11 A parcel of land located in a part the Southeast Quarter (SE1/4) of the Southwest Quarter
12 (SW1/4) of Section 17, Township 17 North, Range 21 East, Town of Schleswig, Manitowoc
13 County, more particularly described as follows:
14

15 Beginning at the South 1/4 Corner of said Section 17; thence N89°-28'-44"W along
16 the South line of the SW1/4 of said Section 17, a distance of 284.17 feet to the
17 Southeast Corner of Lot 1 of a Certified Survey Map (CSM) recorded in Volume 2
18 of CSM's, on Pages 531-532, as Document No. 431202; thence N03°-44'-47"E
19 352.40 feet along the East line of Lot 1 of said CSM and the northerly extension
20 thereof; thence S89°-28'-44"E 264.21 feet to the East line of the SW1/4 of said
21 Section 17; thence S00°-30'-00"W along said East line 351.85 feet to the point of
22 beginning, said parcel containing approximately 96,474 square feet (2.21 acres) of
23 land
24

25 is hereby rezoned from General Agriculture (GA) District to Small Estate (SE) Residential District.

Dated this 19th day of May 2026.

Respectfully submitted by the
Planning and Park Commission

Donald Zimmer, Supervisor, District 10

FISCAL IMPACT: None.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: Reviewed and approved as to form by Corporation Counsel. _____

COUNTERSIGNED: _____
Matthew Phipps, County Board Chair Date

APPROVED: _____
Tyler Martell, County Executive Date

**RESOLUTION APPROVING PREMISES USE SUBLEASE AGREEMENT
BETWEEN MANITOWOC COUNTY, UW-GREEN BAY, AND
MANITOWOC PUBLIC SCHOOL DISTRICT**

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, Manitowoc County is the owner of the UW-Green Bay Manitowoc campus
2 located at 705 Viebahn Street in the City of Manitowoc; and
3

4 WHEREAS, the Board of Regents of the University of Wisconsin System d.b.a. UW-Green
5 Bay currently maintains a leasehold interest and operational control of the campus pursuant to
6 agreements with Manitowoc County; and
7

8 WHEREAS, Manitowoc Public School District has requested use of designated space
9 within the Hillside building located on the campus for instructional and educational programming;
10 and
11

12 WHEREAS, UW-Green Bay has determined that designated classroom and office space
13 within the Hillside building is available for such use while maintaining continued university
14 operations on campus; and
15

16 WHEREAS, the agreed upon Premises Use Sublease Agreement establishes the terms and
17 conditions governing the use of approximately 21,536 square feet of exclusive space and additional
18 shared common space by Manitowoc Public School District; and
19

20 WHEREAS, the agreement provides for an annual use fee of \$100,000, with fifty percent
21 (50%) of such fee payable to Manitowoc County as owner of the property; and
22

23 WHEREAS, the agreement further outlines responsibilities relating to maintenance,
24 utilities, insurance, liability, technology, security, parking, and operational coordination between
25 the parties; and
26

27 WHEREAS, a copy of the agreement is attached to this Resolution as *Exhibit A*; and
28

29 WHEREAS, after careful consideration and review, the Public Works Committee
30 recommends approval of the Premises Use Sublease Agreement;
31

32 NOW, THEREFORE, BE IT RESOLVED that the county board of supervisors of the
33 county of Manitowoc hereby approves the Premises Use Sublease Agreement between Manitowoc
34 County, the Board of Regents of the University of Wisconsin System d.b.a. UW-Green Bay, and
35 Manitowoc Public School District, substantially in the form presented to the County Board; and
36

37 BE IT FURTHER RESOLVED that the County Executive and County Clerk are authorized
38 and directed to execute all documents and take all actions necessary to carry out the intent of this
39 resolution and the associated agreement; and
40

41 BE IT FURTHER RESOLVED that the Director of Public Works, Corporation Counsel,
42 and appropriate County staff are authorized to administer and oversee the County's obligations
43 and responsibilities under the agreement.

Dated this 19th day of May 2026.

Respectfully submitted by the
Public Works Committee

Ken Sitkewitz, Chair

FISCAL IMPACT: No tax levy impact. The agreement provides for annual revenue to Manitowoc County in the amount of \$50,000, representing fifty percent (50%) of the annual use fee established under the agreement.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: Reviewed and approved as to form by Corporation Counsel. _____

APPROVED: _____
Tyler Martell, County Executive Date

Exhibit A

PREMISES USE SUBLEASE AGREEMENT

THIS Premises Use Agreement (“Agreement”), is made effective as of March 1, 2026, by and between MANITOWOC COUNTY (“MANITOWOC COUNTY”), a body corporate pursuant to Wis. Stat. § 59.01, whose principal address is 1010 South Eighth Street, Manitowoc, Wisconsin 54220, MANITOWOC PUBLIC SCHOOL DISTRICT (“MPSD”), a Wisconsin School District pursuant to Wis. Stat. § 115.01, whose principal address is 1024 South Ninth Street, Manitowoc, Wisconsin, and the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, D.B.A. UW-GREEN BAY (“UNIVERSITY”), whose principal address is 2420 Nicolet Drive, Green Bay, Wisconsin 54311-7001, hereinafter collectively referred to as the “Parties.”

WHEREAS, the UNIVERSITY has a leasehold interest from MANITOWOC COUNTY in the real property located at 705 Viebahn St., Manitowoc, Wisconsin, which is operated as the UW-Green Bay Manitowoc campus (“Campus”); and

WHEREAS, the Campus includes three buildings (Lakeside, Founders, and Hillside) to which the UNIVERSITY has exclusive operational rights in fulfillment of its educational mission; and

WHEREAS, MPSD desires to locate certain instructional programs on the Campus; and

WHEREAS, space is available in the Hillside building that will meet the MPSD’s instructional needs; and

WHEREAS, the UNIVERSITY desires to permit MPSD to locate its instructional programs on the Campus; and

WHEREAS, Manitowoc County consents to MPSD locating its certain instructional programs on the Campus;

NOW, THEREFORE, in consideration of the mutual agreements, covenants, promises, and obligations set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing Recitals are hereby incorporated as if fully set forth herein and are hereby made a part of this Agreement.

2. **DESCRIPTION.**

a. MPSD shall have the right to entry, use of common space, and exclusive use of areas as described below:

i. MPSD shall have exclusive use of Hillside Hall rooms H109, H132, H134, H136, H138, H140, H142, H144, H146, H148, H204, H205, H207, H209, H212, H214, H216, and H218. *See attachment A.*

ii. MPSD shall have reasonable rights to use common space located on the UNIVERSITY campus subject to the scheduling and reservation policy of the UNIVERSITY.

b. This Agreement does not relieve the UNIVERSITY of any of the UNIVERSITY's obligations, expressed or implied, under its leasehold interest with MANITOWOC COUNTY. MPSD agrees that MPSD shall be bound by all terms, conditions, and obligations in all lease(s) pertaining to the Campus between MANITOWOC COUNTY and the UNIVERSITY in the same manner and to the same extent as if MPSD were the original lessee to the lease(s).

3. TERM.

a. The term of this Agreement shall commence on _____, 2026, at 12:00 a.m. and end on June 30, 2029, at 11:59 p.m. ("Initial Term").

b. At the end of the Initial Term, this Agreement shall automatically renew for up to two (2) successive one-year terms unless any party provides the other parties with a written notice of non-renewal at least ninety (90) days before the date this Agreement would otherwise automatically renew.

4. TERMINATION.

a. Any party shall be entitled to termination of all obligations herein based on any other party's failure to cure a breach of any provision hereunder. In the event that a party alleges such a breach of any provision hereunder, it shall provide immediate notice of the alleged breach to the other parties and provide the party allegedly in breach with thirty (30) days to cure the claimed breach. In the event that the breach continues after the expiration of the notice, the non-breaching party shall have the right to terminate the Agreement.

b. This Agreement shall be terminated upon the suspension or termination of the UNIVERSITY operating the Campus. In such case this Agreement shall end on the last date of occupation by the UNIVERSITY of the Campus.

c. In the event that the UNIVERSITY requires the use of the space for direct UNIVERSITY functions, including office space for faculty, the UNIVERSITY shall have the right to replace the current locations of which MPSD has exclusive use with equivalent space(s) elsewhere on campus. If MPSD elects to accept such a relocation, MPSD shall be responsible for the cost of any buildout or modifications required for the replacement space. The UNIVERSITY shall provide not less than two-hundred seventy (270) days' notice prior to requiring any move by MPSD.

d. In all events, upon termination MPSD shall remove all property and possessions from the Campus not later than the last date of MPSD's occupancy.

5. CONSIDERATION.

a. The Parties agree that the above allocation of space represents exclusive rights of MPSD to approximately 21,536 square feet of exclusive Campus space and 11,165 square feet of additional common space. The State of Wisconsin Department of Administration rental rate for class one office space is \$26.90 per sq. ft. The Parties agree that based on the unique circumstances of this Agreement, as well as the common and other unique spaces available to MPSD at no additional cost, the annual use fee ("Use Fee") shall be set at \$100,000.00 per year for the Initial

Term. Such Use Fee shall include cost of use; general custodial and maintenance; utilities; and reasonable allotment of parking, as further set forth herein.

b. The annual Use Fee after the Initial Term may increase by an amount not to exceed the increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted (1982-1984=100) issued and published by the Bureau of Labor Statistics of the United States Department of Labor measured between September of the year before the increase will take place and the preceding September. MANITOWOC COUNTY and the UNIVERSITY shall jointly determine whether there shall be an increase subject to the preceding parameters, and the UNIVERSITY shall notify MPSD of any such increase in the annual Use Fee at least sixty (60) days before the start of the year in which the increase is to take effect.

c. MANITOWOC COUNTY as owner of the property shall be entitled to 50% of the Use Fee under this Agreement (initially, \$50,000.00). Such amount shall be based on the total annual Use Fee and not subject to any agreed upon offset or reduction of fees determined between MPSD and the UNIVERSITY. Payment of the Use Fee shall be made to the UNIVERSITY in advance on or before August 1 of each year. The UNIVERSITY shall make payment to MANITOWOC COUNTY of the latter's 50% portion of the Use Fee within 60 days of receipt of the annual Use Fee, but not later than September 30 of the applicable year.

6. **BUILD OUT.** Subject to approval by MANITOWOC COUNTY and the UNIVERSITY, MPSD may engage in structural modifications to any exclusively held spaces. MPSD shall work with MANITOWOC COUNTY to retain services to perform the build out and shall be solely and exclusively responsible for any costs and expenses associated with such build out.

7. **USE BY MPSD.**

a. MPSD is authorized to use UNIVERSITY spaces for operation of classrooms, offices, and other functions necessary in its operation as a public school district. Other lawful uses are permissible only upon prior written consent of the UNIVERSITY.

b. MPSD shall not do or permit to be done anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. In addition, MPSD shall not engage in or conduct any activity which is contrary to the policies and procedures of the UNIVERSITY of Wisconsin System or the UNIVERSITY and shall abide by all requirements as established in Wis. Admin. Code chs. UWS18 and 21.

8. **NO WARRANTY.** MPSD accepts all areas referenced under this agreement in their condition as of the commencement date of this agreement without representation or warranty as to the suitability of any areas for the conduct of MPSD's intended business or intended use.

9. **UTILITIES.** The UNIVERSITY shall pay all utilities with respect to all areas referenced within this agreement, including, but not limited to, heat, gas, light, power, water, and sewer. The Parties are aware that there is currently no auxiliary power source for this location. Should MPSD deem it necessary to have auxiliary power available, it must provide the installation at its sole expense and under the direction of the UNIVERSITY.

10. **TECHNOLOGY.** Subject to approval of MANITOWOC COUNTY and so long as such installation does not interfere with any UNIVERSITY networks or technology, MPSD may install all necessary infrastructure to facilitate its technological needs, including, but not limited to, internet and network, telephonic and all equipment and devices necessary to serve such . The UNIVERSITY shall have no responsibility for maintenance, repair, or replacement of any equipment or services.

11. **REPAIRS AND MAINTENANCE.** The UNIVERSITY shall be responsible for the general and routine maintenance and upkeep of all areas referenced within this Agreement. MPSD shall be and remain responsible at its cost for any damage, replacements, maintenance or repairs which are caused by or result from its acts or omissions, or acts of its agents, employees, invitees, contractors, subcontractors, or others for whom MPSD is legally responsible.

12. **MACHINERY, EQUIPMENT AND FIXTURES.** MPSD may not install machinery, equipment, or fixtures without consent of MANITOWOC COUNTY. Any installation must be within the referenced areas and be required for the continued functionality of MPSD within the space. Upon termination of this Agreement, all spaces shall be restored to their original condition, reasonable wear and tear excepted.

13. **INSURANCE.**

a. Prior to exercising any rights and privileges granted under this Agreement, MPSD shall furnish a certificate(s) of insurance, in form satisfactory to MANITOWOC COUNTY and the UNIVERSITY, evidencing General Liability Insurance with combined single limits of not less than \$2,000,000, naming MANITOWOC COUNTY and the UNIVERSITY, their officers, agents, and employees as additional insureds. Such certificate shall contain a statement by the insurer that it will give MANITOWOC COUNTY and the UNIVERSITY written notice at least thirty (30) days before any cancellation, alternation, change, or endorsement of any of the insurance required by this Agreement. Either MANITOWOC COUNTY or the UNIVERSITY may, at its sole discretion, immediately terminate this Agreement if any insurance policy issued to comply with the terms of this Agreement is canceled or terminated without notice to MANITOWOC COUNTY or the UNIVERSITY or without another policy having been issued and in effect at the time of such cancellation or termination.

b. During the term of this Agreement, MANITOWOC COUNTY shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect, that includes, at a minimum general liability coverage in amounts reasonably adequate to cover liability for damages arising out of its obligations and services under this Agreement.

c. The University as an agency of the State of Wisconsin shall at all times during the term of this agreement have coverage under the State of Wisconsin Self-Funded Liability & Property Program as established under Wis. Stat. §§ 893.82 and 895.46. As permissible by law, the University shall provide coverage for costs, actions, damages, liabilities and expenses arising from, or out of the use or maintenance of any part of Campus for the acts or omissions of any employee, officer or agent of the University which gives rise in whole or in part by the negligence or willful misconduct of the same. Nothing herein is intended to be a waiver or estoppel of the

parties or their insurers to rely upon the limitations, defenses, and immunities provided under applicable law.

14. **WAIVER OF SUBROGATION.** To the extent of its insurance coverage, MPSD waives any and all rights of recovery against MANITOWOC COUNTY, or against the officers, employees, agents or representatives of MANITOWOC COUNTY, for loss or damage to MPSD, its property, or the property of others under its control, where such loss or damage is insured against by any insurance policy in force at the time of such loss or damage. It is the intention and agreement of MANITOWOC COUNTY and MPSD that MPSD shall look to its insurer for reimbursement of any such loss and, further, that the insurer involved shall have no subrogation rights against MANITOWOC COUNTY. MPSD shall advise its insurance company of this waiver of subrogation; and all policies procured in accordance with this Agreement shall contain a waiver of all rights of subrogation by the insurer against MANITOWOC COUNTY.

15. **INDEMNIFICATION.**

a. MPSD agrees to defend, hold harmless, and indemnify at its own expense MANITOWOC COUNTY, its elected and appointed officials, officers, employees, departments, boards, commissions, committees, agents, and volunteers against any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs, and expenses, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against MANITOWOC COUNTY by reason of: a) any work or thing done in or upon the Campus, or any part thereof, by MPSD, its successors, employees, agents, customers, invitees, or assigns; b) any use, occupation, or operation of the Campus, or any part thereof, by MPSD, its successors, employees, agents, customers, invitees, or assigns; c) any act or omission on the part of MPSD, its successors, employees, agents, customers, invitees, or assigns; d) any accident, injury (including death), or damage to any person or property occurring in or about the Campus, or any part thereof, due to acts or omissions of MPSD, its successors, employees, agents, customers, invitees, or assigns; and e) any failure on the part of MPSD to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Agreement, or any prior or subsequent Agreement entered into between the Parties, or any Agreements entered into by MPSD and any third persons.

b. MPSD agrees that its duty to defend, hold harmless, and indemnify MANITOWOC COUNTY shall apply to all claims whether it is alleged or determined that MANITOWOC COUNTY was negligent and without regard to whether such claims are groundless, false, or fraudulent.

c. MPSD agrees that its duty to defend, hold harmless, and indemnify MANITOWOC COUNTY shall survive the termination of this Agreement.

d. MPSD agrees to indemnify and hold harmless the UNIVERSITY, its employees, agents, and assigns from any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action (including reasonable costs and expenses of defending against such claims to the extent permitted by law) that arises out of actions of its agents, employees, or officers or in connection with the performance of the same under this Agreement or any amendments incorporated herein. In turn, the UNIVERSITY agrees to such extent permitted by law to indemnify and hold MPSD harmless from any and all losses, costs, expenses, fees, claims,

damages, liabilities, and causes of action (including reasonable costs and expenses of defending against such claims to the extent permitted by law) that arise out of actions of its agents, employees, or officers or in connection with the performance of the same under this Agreement or any amendments incorporated herein.

e. At all times employees of MPSD shall be subject to safety, workplace conduct, and oversight by MPSD staff. Nothing in this Agreement creates or implies an employee relationship between any employee of MPSD and the UNIVERSITY and MPSD accepts full responsibility for any liability stemming from the performance of work by MPSD employees at the Campus or adjacent facilities.

16. **IMMUNITY.** The Parties are governmental entities entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained in this Agreement shall waive the rights and defenses to which the Parties may be entitled under law, including all immunities, limitations, and defenses under Wis. Stat. § 893.80 or any subsequent amendment thereof. The rights and obligations set forth in this Paragraph shall survive the termination or expiration of this Agreement.

17. **JOINT ACCESS.** MPSD's use of any space provided under this Agreement shall not encumber or prevent the access or use by the UNIVERSITY. In the event of a conflict in scheduling of the joint use area, the UNIVERSITY's claim shall prevail, with MPSD having the right to reasonable access at the first available alternative time.

18. **EXCLUSIVE AREAS.** MPSD shall have exclusive right to use the designated space, however MPSD shall allow the UNIVERSITY access as necessary to inspect, maintain, or repair any area or during emergency circumstances. Access shall be permitted at all times of normal operation of the campus. Subject to approval, MPSD shall have the right to install locks and other security devices as needed to protect its property and the safety of its employees and students. Prior to installation of any security or safety device, MPSD shall coordinate with the UNIVERSITY to ensure alignment with UNIVERSITY safety protocols.

19. **PARKING.** All vehicles used by MPSD and parked on UNIVERSITY property shall be subject to the UNIVERSITY parking rules.

20. **SIGNS.** Subject to the UNIVERSITY's prior written consent, MPSD shall have the right to install and display advertising signs within designated space. As deemed necessary by the UNIVERSITY, MPSD may have limited signs posted outside of the referenced areas. Installation of exterior signage shall be subject to the approval of MANITOWOC COUNTY and compliant with UNIVERSITY style requirements.

21. **EXECUTIVE ORDER 54.** In the event any agents of the UW System, in the course of agency, observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the employee has reasonable cause to believe that child abuse or neglect has occurred or will occur, the individual is required to report it immediately to UW-Green Bay Public Safety at 920-465-2300. Thereafter, Public Safety will work directly with the campus unit to gather any further required information.

22. **NOTICE.**

a. Any notice given under this Agreement must be in writing and delivered in person, by certified mail, delivery service, email, or facsimile transmission to the following:

If to MANITOWOC COUNTY: Director of Public Works
1028 South 9th Street
Manitowoc , WI 54220

If to the UNIVERSITY: _____

If to MPSD: _____

b. Notice in person is complete at the time of delivery. Notice by certified mail is complete at the time of mailing. Notice by delivery service is complete at the time the notice is given to the delivery service. Notice by email or facsimile is deemed given at the time of transmission. The party given notice has the burden of proving when notice was given.

23. **NON-AGENCY.** The Parties agree that this Agreement only establishes such obligations as are explicitly set forth in this Agreement, and it is not intended to create any additional implied legal obligation between the Parties. Other than as expressly provided in this Agreement, this Agreement does not create any right or benefit, enforceable by law or equity, against MANTOWOC COUNTY, the UNIVERSITY, or MPSD, their officers or employees, or any other person. This Agreement does not create any agency, substantive or procedural, enforceable by law or equity between the Parties.

24. **REMEDIES.** In the event of a breach material default and breach of this Agreement, a party may elect to pursue one or more of the following remedies:

- a. Specific performance of any obligation;
- b. Declaratory and injunctive relief;
- c. Recovery of all damages of any nature that result from the breach, including unpaid payments;
- d. Termination of this Agreement;
- e. Any other legal and equitable remedy available under applicable law.

25. **REMEDIES CUMULATIVE.** All of the rights and remedies given under this Agreement are cumulative and no one is exclusive of any other. A party shall have the right to pursue any one

or all of such remedies or any other remedy or relief that may be provided by law, whether stated in this Agreement or not.

26. **RESERVATION OF RIGHTS; NO WAIVER.**

a. No condition, covenant, or term of this Agreement shall be waived unless the waiver is made in writing and signed by duly authorized representatives of both parties.

b. A party's receipt of money or any other consideration with knowledge of another party's breach or default in the observance or performance of any condition, covenant, or term of this Agreement shall not be deemed to be a waiver of any condition, covenant, or term of this Agreement.

c. The failure of a party to take action with respect to any breach by another party of any covenant, condition, or obligation in this Agreement shall not be a waiver of such covenant, condition, or obligation or a subsequent breach of the same or any other covenant, condition, or obligation.

27. **SEVERABILITY.** The provisions of this Agreement are severable and if any condition, covenant, or term is found to be invalid, unenforceable, or void by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect and shall not in any way be affected, impaired, or invalidated.

28. **NON-ASSIGNMENT OR AMENDMENT:** This Agreement may not be assigned, amended, changed, modified or altered without in each instance the prior written consent of all Parties.

29. **CHOICE OF LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Any lawsuit related to or arising out of a dispute under this Agreement shall be commenced and tried in the circuit court of Manitowoc County, Wisconsin, and the Parties agree to submit to the exclusive jurisdiction of the circuit court of Manitowoc County, Wisconsin for such lawsuits.

30. **THIRD PARTY BENEFICIARIES.** This Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

31. **COUNTERPARTS, FACSIMILE AND PDF SIGNATURE:** The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and collectively shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (PDF) may be considered an original for all purposes, including without limitation the execution of this Agreement and enforcement of this Agreement.

32. **SIGNATURE AUTHORITY.** The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Agreement.

33. **PARAGRAPH HEADINGS.** All paragraph and subparagraph headings contained in this Agreement are for convenience in reference only, and are not intended to define or limit the scope of any provision.

34. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, oral or written, between the Parties with respect to its subject matter. Each party acknowledges that no agreement, inducement, promise, or representation has been made by or on behalf of any party except as specifically set forth herein. Each party agrees that no agreement, promise, or statement that is not contained in this Agreement shall be binding on any party. Each party acknowledges and agrees it has relied on its own judgment in entering into this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement effective on the date that it is signed by all Parties.

[Signatures on Following Page]

MANITOWOC COUNTY

By: _____
Jessica Backus
County Clerk

Date: _____

By: _____
Tyler Martell
County Executive

Date: _____

UNIVERSITY OF WISCONSIN GREEN
BAY – MANITOWOC CAMPUS

By: _____
[SIGNATURE]

[PRINTED NAME]

[TITLE]

Date: _____

By: _____
[SIGNATURE]

[PRINTED NAME]

[TITLE]

Date: _____

MANITOWOC PUBLIC SCHOOL DISTRICT

By: _____
[SIGNATURE]

[PRINTED NAME]

[TITLE]

Date: _____

By: _____
[SIGNATURE]

[PRINTED NAME]

[TITLE]

Date: _____

Attachment A



UNIVERSITY of WISCONSIN
GREEN BAY

Room Square Footage - Estimated

Manitowoc Campus

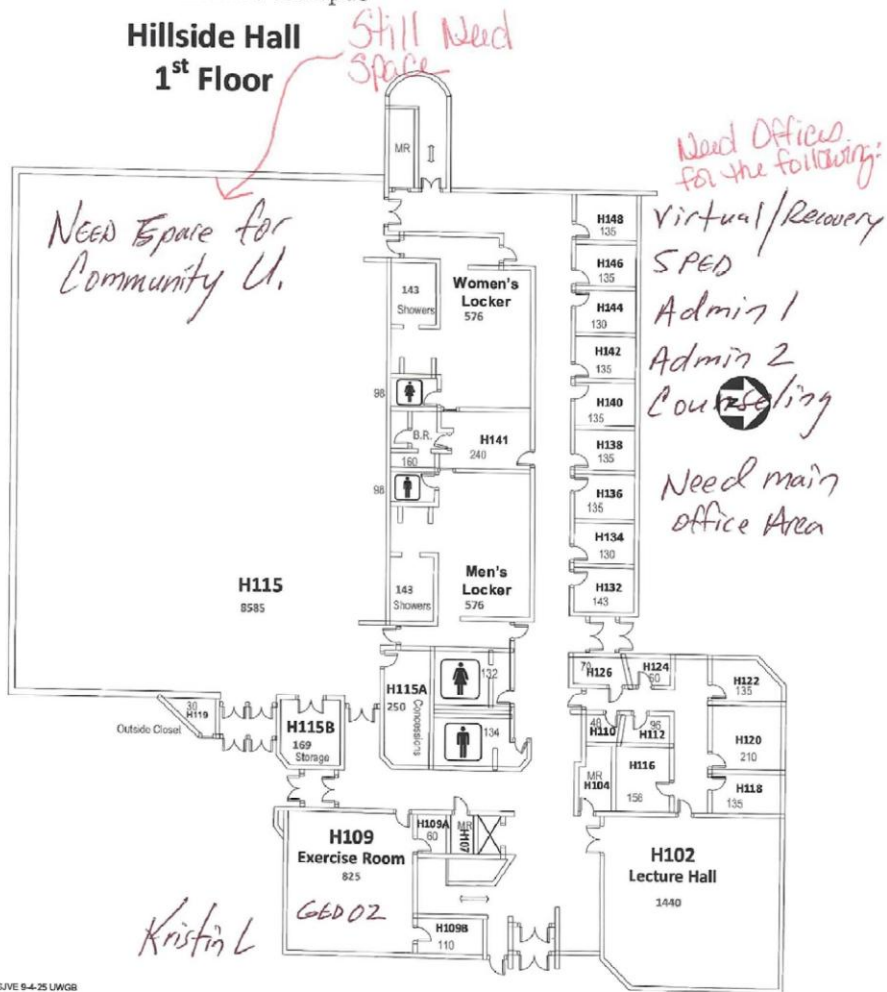
Mechanical Room = "MR"

**Hillside Hall
2nd Floor**



GJVE 9-4-26 UWGB

**Hillside Hall
 1st Floor**



CLIVE 9-4-25 LWGR