

DOCUMENT NO.

**CITY OF MANITOWOC TID NO. 24
STORMWATER AGREEMENT WITH
TYCORE BUILT LLC**

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

City Clerk
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

Parcel Identification Numbers:
052-520-031-070, 052-520-031-071,
052-520-031-072, 052-330-008-152,
052-520-017-010

This instrument was drafted by:
Adam Tegen
City of Manitowoc
Community Development Director

**CITY OF MANITOWOC TID NO. 24
STORMWATER AGREEMENT WITH
TYCORE BUILT LLC**

THIS AGREEMENT (hereinafter called the “Agreement”) is made and entered into this ____ day of October, 2025, by and between the City of Manitowoc, a Wisconsin municipal corporation organized under the laws of the State of Wisconsin (“CITY”), and TYCORE BUILT LLC, a Wisconsin limited liability company (“DEVELOPER”). The CITY and DEVELOPER may be referred to individually as a “PARTY” and may collectively be referred to herein as the “PARTIES”.

WITNESSETH:

WHEREAS, DEVELOPER seeks to develop multiple parcels of land with addresses of 700 East Magnolia Street and 828 Memorial Drive, City of Manitowoc, Manitowoc County, parcels 052-520-031-070, 052-520-031-071, 052-330-008-152, and 052-520-017-010, as and shown on Exhibit A (the “Development”) and has an obligation to construct a stormwater management facility; and,

WHEREAS, the CITY has determined that a regional stormwater management facility (the “Regional Pond”) is needed in the area, which will benefit the broader watershed area identified in Exhibit B (the “Service Area”), including properties not part of the Development; and

WHEREAS, the CITY retained Parcel 052-520-031-072, Outlot 1, as shown on Exhibit C (the “Property”), for the purposes of stormwater management; and

WHEREAS, the PARTIES desire to cooperatively fund and construct the Regional Pond on the Property, with the DEVELOPER responsible for design, permitting, and construction, and the CITY participating financially to offset a portion of the cost; and

WHEREAS, the CITY is authorized under Wisconsin Statutes, including but not limited to Wis. Stat. § 66.1105(3)(e) and Wis. Stat § 66.0821(3)(a), to enter into this Agreement and to fund stormwater improvements that serve a public purpose.

NOW, THEREFORE, in consideration of the promises and obligations set forth, it is mutually agreed between the PARTIES as follows:

I. DEFINITIONS

- A. “Regional Pond” means the permanent stormwater management facility designed to serve the watershed area depicted in Exhibit B, meeting all applicable design and regulatory standards.
- B. “Eligible Costs” means those reasonable and necessary costs incurred by the DEVELOPER for the design, permitting, and construction of the Regional Pond

and related stormwater facilities, which are approved by the CITY pursuant to Section IV(C).

- C. “City Contribution” means the CITY’s financial share of the Eligible Costs as defined in Section IV(A).

II. DEVELOPER RESPONSIBILITIES

- A. Design and Permitting. DEVELOPER and CITY have retained a Wisconsin-licensed professional engineer to prepare design plans and stormwater calculations in accordance with all applicable CITY ordinances, Wisconsin Department of Natural Resources (WDNR) regulations, and Wisconsin Administrative Code NR 151. All such plans must be reviewed and approved by the City Engineer.
- B. Bidding and Procurement. The DEVELOPER shall solicit competitive bids for construction. All bid documents and bid processes shall be subject to CITY review. Notwithstanding Wis. Stat. § 62.15, the DEVELOPER is not subject to municipal bidding statutes, but must adhere to transparent and good-faith procurement practices.
- C. Construction. DEVELOPER shall construct the Regional Pond in compliance with all approved plans, permits, and regulatory requirements. DEVELOPER shall provide regular updates and allow CITY access for inspections during construction.
- D. Final Certification. Upon completion, DEVELOPER shall provide the CITY with (a) as-built plans certified by a professional engineer; and (b) proof of regulatory compliance.
- E. Insurance and Bonds. DEVELOPER shall ensure that all contractors carry commercial general liability insurance and obtain performance and payment bonds as appropriate. The CITY shall be named as an additional insured on all applicable policies.

III. CITY RESPONSIBILITIES

- A. Financial Participation. The CITY agrees to pay for a portion of the Eligible Costs, subject to the terms and conditions of this Agreement.
- B. Technical Review. The CITY shall review and approve project plans, specifications, and permit applications within a reasonable period, not to exceed 30 days from submission unless otherwise agreed.
- C. Inspection. The CITY shall have the right, but not the obligation, to inspect the site and the work during and after construction to ensure conformity with approved plans.

- D. Property Access. The CITY agrees to provide access and the right of entry to the DEVELOPER and their contractors to the Property for the purposes of constructing the Regional Pond.

IV. COST SHARING AND PAYMENT

- A. City Contribution. The CITY shall pay \$887,334.96, which represents 74% of the total Eligible Costs of \$1,199,101.30. The CITY shall not be obligated to pay any amount in excess of this limit unless amended in writing by the PARTIES.
- B. Payment Procedure. Payment shall be made to the DEVELOPER's contractor upon submission of itemized invoices and supporting documentation satisfactory to the City Engineer. The Contractor shall invoice the CITY and DEVELOPER on a percentage basis as defined in Section IV(A). Payments shall be made within 30 days of approved submittals.
- C. City Review of Costs. The CITY reserves the right to audit or reject any cost submittal that is deemed unreasonable, unsupported, or unrelated to the construction of the Regional Pond and related stormwater facilities.

V. OWNERSHIP AND MAINTENANCE

- A. Ownership. Upon completion, the Regional Pond shall remain the property of the CITY upon final acceptance.
- B. Long-Term Maintenance. The CITY shall assume maintenance following formal acceptance and satisfaction of all transfer conditions in compliance with Section 21.080 of the CITY Municipal Code.

VI. LIABILITY AND INDEMNIFICATION

- A. Developer Indemnification. To the fullest extent allowed by Wisconsin law, DEVELOPER shall indemnify and hold harmless the CITY, its elected officials, officers, employees, and agents from and against all claims, liabilities, damages, costs, and expenses, including reasonable attorney's fees, arising from the DEVELOPER's acts or omissions in connection with the design, construction, or performance of this Agreement, except to the extent caused by the CITY's own negligence or willful misconduct.
- B. Immunity Not Waived. Nothing in this Agreement shall be construed to waive any immunity or limitation of liability afforded to the CITY under Wisconsin Statutes, including but not limited to Wis. Stat. § 893.80.

VII. TERM, TERMINATION AND REMEDIES

- A. **Term.** This Agreement shall remain in effect until the full reimbursement by the CITY as provided in Section 4.
- B. **Termination and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such PARTY shall, upon written notice from any other PARTY, proceed promptly to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting PARTY shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved PARTY may institute such proceedings to compel specific performance by the PARTY in default or breach of its obligation.
- C. The CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a PARTY should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- D. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any PARTY of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other PARTY. No waiver made by any such PARTY with respect to the performance or manner of time thereof, of any obligation of any other PARTY or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the PARTY making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the PARTY making the waiver of any other obligations.
- E. No official or employee of the CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the CITY, or for

any amount which becomes due to the DEVELOPER or its successors under this Agreement. No member of DEVELOPER or any member of its members shall be personally liable to the CITY or any successor in interest, in the event of any default or breach by DEVELOPER, or for any amount which may become due to the CITY by DEVELOPER or its successors under this Agreement.

- F. **Applicable Law, Severability and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.
- G. **Amendments to Agreement.** This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto. Notwithstanding the foregoing, the DEVELOPER shall have the right to assign this Agreement and/or transfer all or portions of the Property to affiliated entities and collaterally assign this Agreement to its lenders without consent of the CITY.
- H. **Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- I. **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any PARTY liable for any of the debts or obligations of any other PARTY.
- J. **Formalities and Authority.** The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- K. **Notices and Demands.** A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To Developer: Tycore Built LLC
Attn: Alex Ryczek
445 Cardinal Lane
Suite 102
Green Bay, WI 54313

With a copy to: Hager, Dewick & Zuengler, S.C.
Attn: Attorney Ryan D. Krumrie
200 South Washington Street, Suite 200
Green Bay, WI 54301

To City: City of Manitowoc
Attn: City Clerk
900 Quay Street
Manitowoc, WI 54220

With a copy to: City of Manitowoc
Attn: City Attorney
900 Quay Street
Manitowoc, WI 54220

or to such other address, within the United States, with respect to a PARTY as that PARTY may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a PARTY under this Agreement to any other PARTY under this Section shall be given to each other PARTY to this Agreement.

- L. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

{SIGNATURE PAGES FOLLOW}

CITY OF MANITOWOC

By: _____
Justin M. Nickels, Mayor

Attest: _____
Mackenzie Reed, City Clerk

[illegible]

Personally came before me this _____ day of _____, 2025, the above named, Justin M. Nickels, Mayor, and Mackenzie Reed, Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the CITY of Manitowoc's authority.

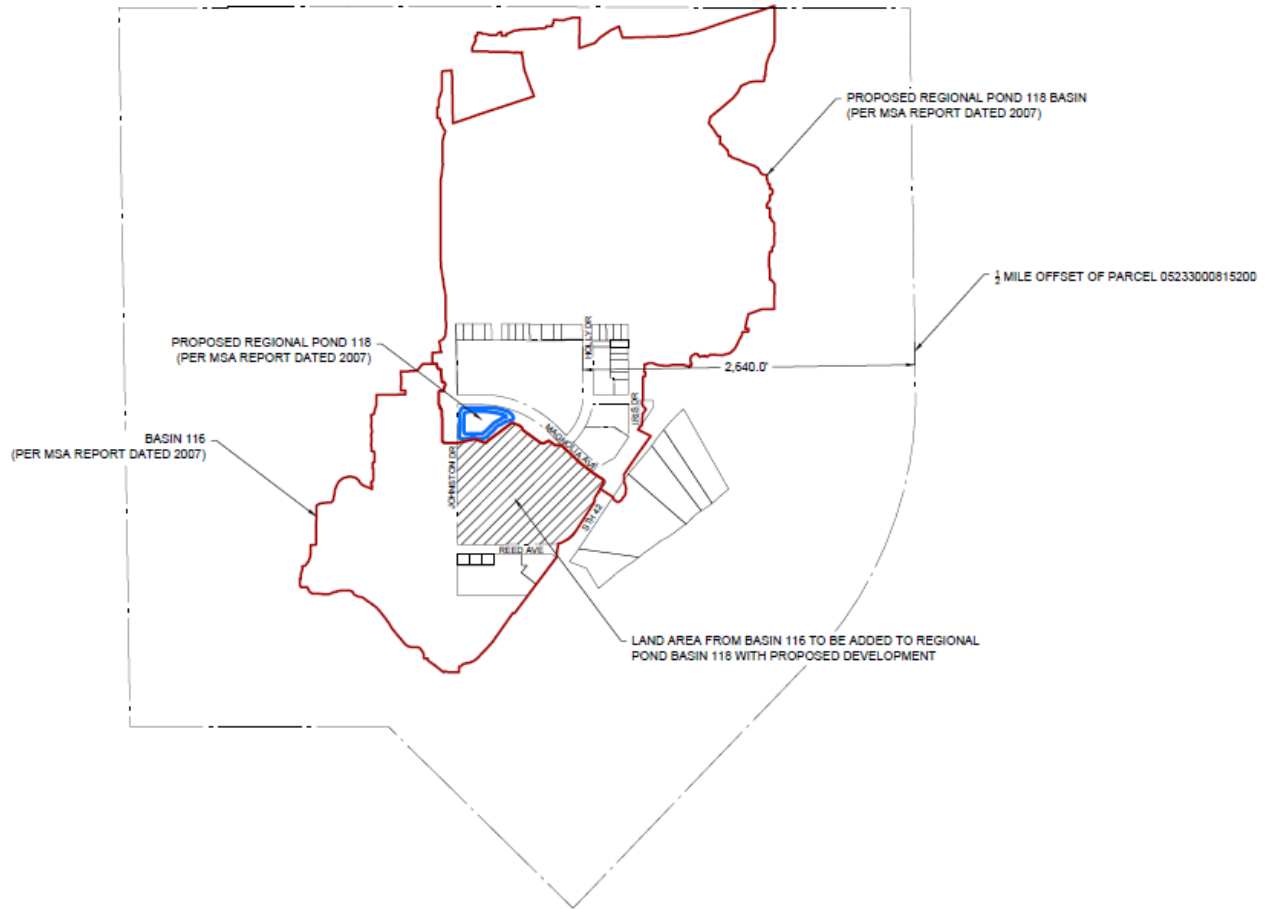
Notary Public, State of Wisconsin
My Commission: _____

{CITY OF MANITOWOC SIGNATURE PAGE TO DEVELOPMENT AGREEMENT}

Exhibit A – Development Project



Exhibit B – Regional Stormwater Service Area Map



A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 , SECTION SIXTEEN (16), TOWNSHIP NINETEEN (19) NORTH, RANGE TWENTY-FOUR (24) EAST, BEING PART OF LOTS SIXTEEN (16), SEVENTEEN (17), AND THIRTY-ONE (31) OF OEHLER AND GUENTHER'S SUBDIVISION IN THE CITY OF MANITOWOC, MANITOWOC COUNTY, WISCONSIN.

